

S/D No.: 87-25 Name: WESTWIND 3RD ADDITION

Preliminary Approved: [unclear]
Scheduled S/D Meeting: 3/26/87

DESCRIPTION

General Location: Southeast corner of Tyler Road and 21st Street North.
Owner: A and J Development Company, Attn: Aleksandar Hadijski,
2040 S. Rock Road, Wichita, KS 67207
Surveyor/Engineer: Baughman Company, P.A., 315 Ellis, Wichita, KS 67211

1. Gross Acreage of Plat: 17.6
2. Number of Lots:
 - Residential:
 - Office:
 - Commercial: 5
 - Industrial:
 - Total: 5
3. Minimum Lot Area: 27,991 Sq. Ft.
4. Existing Zoning: "LC" and "AA"
5. Proposed Zoning: "LC" with DP-164

STAFF COMMENTS:

NOTE: The applicant's associated zone case (Z-2819), requesting "AA" (single-family) to "LC" (light commercial) zoning for that portion of this property not already zoned light commercial, has been approved subject to platting. This property is subject to the provisions of the Westwind II Commercial Community Unit Plan (DP-164).

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee any drainage improvements required by the platting of this property.
- D. In accordance with the associated Community Unit Plan, a continuous decel lane along the west and north lines of the plat shall be guaranteed. These guarantees shall provide for the construction of those portions of the two (2) required major entrances which are within street right-of-way.
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- F. On the final plat, the perimeter of proposed Lot 3 shall be expanded to the south in order to match the boundaries of C.U.P. Parcel #3.
- G. On the final plat, the 70-foot building setback shown on the leg of Lot 4 between Lots 3 and 2 shall be omitted. This is not the amount of building setback required by the Community Unit Plan.
- H. On the final plat, sufficient space for the masonry wall required adjacent to the south line of Lot 5 and the easterly line of Lot 4 shall be provided outside of dedicated utility easements. The Community Unit Plan requires the masonry wall construction and, in general provision #13, specifically prohibits the construction of any wall within a utility easement.
- I. The applicant shall obtain, by separate instrument, the off-site utility easement needed to the south of this plat.
- J. The applicant shall obtain, by separate instrument, the off-site drainage easement needed to the south of this plat.
- K. Prior to, or at the time of submitting the final plat, the applicant shall submit a drainage plan to City Engineering for review and approval.

- L. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- M. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- N. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
- O. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.

S/D No.: 87-25 Name: WESTWIND 3RD ADDITION

Preliminary Approved: 3/26/87
Scheduled S/D Meeting: 4/9/87

DESCRIPTION

General Location: Southeast corner of Tyler Road and 21st Street North.
Owner: A and J Development Company, Attn: Aleksandar Hadijski,
2040 S. Rock Road, Wichita, KS 67207
Surveyor/Engineer: Baughman Company, P.A., 315 Ellis, Wichita, KS 67211

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 - Residential:
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 - Total: 5
3. Minimum Lot Area: 27,991 Sq. Ft.
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STAFF COMMENTS:

NOTE: The applicant's associated zone case (Z-2819), requesting "AA" (single-family) to "LC" (light commercial) zoning for that portion of this property not already zoned light commercial, has been approved subject to platting. This property is subject to the provisions of the Westwind II Commercial Community Unit Plan (DP-164).

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted. The applicant is advised that sanitary sewer does not exist to immediately serve this property.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee any drainage improvements required by the platting of this property.
- D. In accordance with the associated Community Unit Plan, a continuous decel lane along the west and north lines of the plat shall be guaranteed. These guarantees shall provide for the construction of those portions of the two (2) required major entrances which are within street right-of-way.
- E. The applicant shall guarantee the construction of a westbound left turn lane on 21st Street to serve the major entrance required to serve this commercially zoned plat. The representatives from City and Traffic Engineering should be prepared to comment on the need for a guarantee for a similar improvement on Tyler Road to provide for left turn movements from southbound traffic into the major entrance required to that arterial street.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. On the final plat, the 70-foot building setback shown on the leg of Lot 4 between Lots 3 and 2 shall be omitted. This is not the amount of building setback required by the Community Unit Plan.
- H. The applicant shall obtain, by separate instrument, the off-site utility easement needed to the south of this plat.
- I. The applicant shall obtain, by separate instrument, the off-site drainage easement needed to the south and east of this plat.
- J. The applicant shall submit, for recording with the plat, the cross-lot drainage agreement required by the drainage plan for this property. This drainage agreement shall provide for Lot 1, to drain across Lot 4. The text of the agreement shall specify that the drainage agreement runs with the land and is binding on future owners and assigns.

- K. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- L. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- M. Recording of the plat within 30 days after approval by the Board of City Commissioners.
- N. The representative from the City Engineer's office should be prepared to comment on the status of the applicant's drainage plan. Specifically, are any drainage guarantees required with this plat?

1. Betty A. Schaar. Vacation of utility easement. No water problem.
2. Lotpoint Company. Vacation of drainage easement. No water problem.
3. Wallace R. Starwalt. Vacation of platted easement. No water problem.
4. Joseph P. Steven. Vacation of N/S Alley. No water problem.
5. John and Mary Becker. Vacation of Alley in Schulte, et. No water problem.
6. Leslie A. Linn. Vacation of a portion of an Alley. No water problem.
7. Westwind 3rd Addition. Preliminary Plat. Item 6, main to be extended. Petition to extend main in Tyler and 21st St. has been carried and will be ~~submitted~~ filed as a Supply line. No water problem.
8. Huntington Place Commercial. Final Plat. Item C, main to be extended. 12" Main to be extended in Maize Rd., 8" Main extended in Banderose Circle.
9. Broadmoor at 21st St. Preliminary Plat. As platted, Lot 1 is ~~not~~ adjacent to 21st street, therefore it is ~~not~~ adjacent to ~~any~~ water main. The S. X. of Lot 1 will have to run service line or interior main to 21st St. for service. All other lots are adjacent. No problem except as noted.

10. Bay Country. Preliminary Plat. Item B, main to be extended. 12" Main to be extended in 119th St., 16" Main to be extended in Central. Interior mains to be extended. No water problem.
11. Wittel's Addition. Preliminary Plat. Item C, wells. No water problem.
12. R. A. Meironosky. Grant utility addition. No water problem.
13. Richard and Sharon Thompson. Dedicate utility easement. No water problem.
14. Richard and Sharon Thompson. Dedicate utility easement. No water problem.

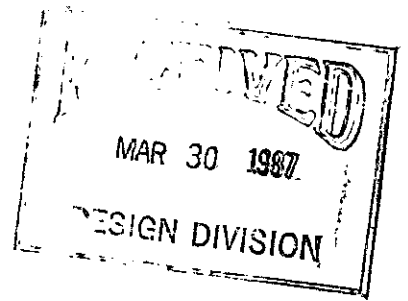
WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202-1688
(316) 268-4561

March 26, 1987



Baughman Company, P.A.
315 Ellis
Wichita, KS 67211

Re: Preliminary Plat S/D 87-24 - WESTWIND 3RD ADDITION

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, March 26, 1987, the above-captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted. The applicant is advised that sanitary sewer does not exist to immediately serve this property.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee any drainage improvements required by the platting of this property.
- D. In accordance with the associated Community Unit Plan, a continuous decel lane along the west and north lines of the plat shall be guaranteed. These guarantees shall provide for the construction of those portions of the two (2) required major entrances which are within street right-of-way.
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- F. On the final plat, the perimeter of proposed Lot 3 shall be expanded to the south in order to match the boundaries of C.U.P. Parcel #3.
- G. On the final plat, the 70-foot building setback shown on the leg of Lot 4 between Lots 3 and 2 shall be omitted. This is not the amount of building setback required by the Community Unit Plan.
- H. On the final plat, sufficient space for the masonry wall required adjacent to the south line of Lot 5 and the easterly line of Lot 4 shall be provided outside of dedicated utility easements. The Community

Unit Plan requires the masonry wall construction and, in general provision #13, specifically prohibits the construction of any wall within a utility easement.

- I. The applicant shall obtain, by separate instrument, the off-site utility easement needed to the south of this plat.
- J. The applicant shall obtain, by separate instrument, the off-site drainage easements needed to the south and east of this plat.
- K. Prior to, or at the time of submitting the final plat, the applicant shall submit a drainage plan to City Engineering for review and approval.
- L. Prior to, or at the time of submitting the final plat, the applicant shall submit a sanitary sewer layout plan to City Engineering for review and approval.
- M. The applicant shall submit, for recording with the plat, the cross-lot drainage agreement required by the drainage plan for this property. This drainage agreement shall provide for Lot 1 to drain across Lot 4. The text of the agreement shall specify that the drainage agreement runs with the land and is binding on future owners and assigns.
- N. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- O. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- P. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

The enclosed "marked" copy of the plat is for your information and files. If you should have any questions, please call.

Sincerely,

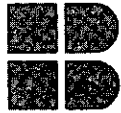
Forrest L. Nagley
Senior Planner

FLN:dlk

Enclosure

cc: A and J Development Company, Attn: Aleksandar Hadijski,
2040 S. Rock Road, Wichita, KS 67207
Westwind Associates, II, Attn: Leonard E. Marotte, 727 N. Waco,
Wichita, KS 67203
✓ Mike Lindebak, City Engineer

WILLIAM L. KORBER, L.S.
JOHN E. LUNDBLADE, L.S.
N. BRENT WOOTEEN, P.E.



BAUGHMAN COMPANY, P.A.

SURVEYING & ENGINEERING

316/262-7271 • 315 ELLIS • WICHITA, KANSAS 67211

March 27, 1987

Vicki Huang, P.E.
City Engineer's Office
455 North Main
Wichita, KS 67202

Dear Vicki,

Submitted herewith is a final Drainage Plan for Westwind 3rd Addition, the final plat of which is also being submitted today to MAPD.

This plan conforms to part I of the comprehensive Drainage Report submitted to you on March 13, covering the Westwind developments and Golf Park West. However, more detailed information is contained in this plan, which covers only the Westwind C.U.P. area.

In particular, please note that the outlet channel has been moved west to provide 15' maintenance access along both sides. A typical section is shown on the plan. Drainage from Lot 5, Westwind 3rd, will flow south across the residential area in a drainage easement, via an open ditch to the detention pond. At such time as the residential area is developed, this will be carried in the private street section. Lot 4 and the east half of Lot 1 will drain to the detention pond via an open ditch. The west approximate 180 feet of the lots fronting Tyler Road will drain west.

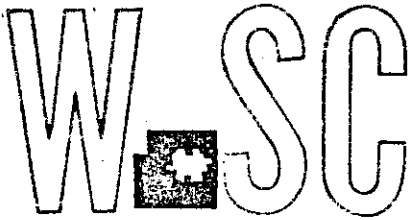
If any further information is required, please call.

Sincerely,

Thomas C. Ruggles, P.E.

File
TCR/ksb

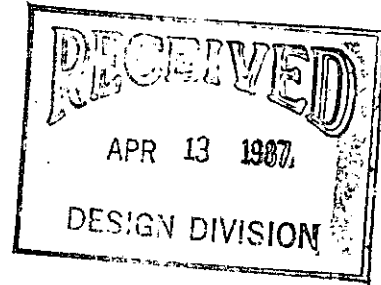
WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202-1668
(316) 268-4561

April 9, 1987



Baughman Company, P.A.
315 Ellis
Wichita, KS 67211

Re: Final Plat S/D 87-24 - WESTWIND 3RD ADDITION

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, April 9, 1987, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted. The applicant is advised that sanitary sewer does not exist to immediately serve this property.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee the storm water sewer and storm water drains required by the platting of this property.
- D. In accordance with the associated Community Unit Plan, a continuous decel lane along the west and north lines of the plat shall be guaranteed. These guarantees shall provide for the construction of those portions of the two (2) required major entrances which are within street right-of-way.
- E. The applicant shall guarantee the construction of a westbound left turn lane on 21st Street to serve the major entrance required to serve this commercially zoned plat.
- F. The applicant shall guarantee the construction of a southbound left turn lane on Tyler Road to serve the major entrance required to serve this commercially zoned plat.
- G. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- H. On the final plat, the 70-foot building setback shown on the leg of Lot 4 between Lots 3 and 2 shall be omitted. This is not the amount of building setback required by the Community Unit Plan.

WICHITA - SEDGWICK COUNTY

Final Plat S/D 87-24 - WESTWIND 3RD ADDITION

Page 2

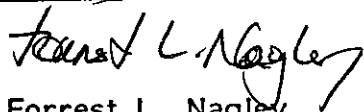
- I. The applicant shall obtain, by separate instrument, the off-site utility easement needed to the south of this plat.
- J. The applicant shall obtain, by separate instrument, the off-site drainage easement needed to the south and east of this plat.
- K. The applicant shall submit, for recording with the plat, the cross-lot drainage agreement required by the drainage plan for this property. This drainage agreement shall provide for Lot 1, to drain across Lot 4. The text of the agreement shall specify that the drainage agreement runs with the land and is binding on future owners and assigns.
- L. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- M. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- N. Recording of the plat within 30 days after approval by the City Council.

Enclosed with the applicant's copy of this letter is a list of the five methods which have been adopted as being acceptable for guaranteeing improvements required in the approval of plats. The certificate will be required if petitions are submitted. Forms for the bond and irrevocable Letter of Credit are available from this office.

The enclosed "marked" copy of the final plat is for your information and files.

This matter will be forwarded to the Planning Commission for its consideration on Thursday, April 16, 1987 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,



Forrest L. Nagley
Senior Planner

FLN:dik

Enclosure

cc: A and J Development Company, Attn: Aleksandar Hadijski,
2040 S. Rock Road, Wichita, KS 67207
Westwind Associates, II, Attn: Leonard E. Marotte, 727 N. Waco,
Wichita, KS 67203
Mike Lindebak, City Engineer

COVENANT

This declaration made this 13th day of May, 1987 by A&J Development Co., a joint venture, hereinafter called Declarant.

Whereas Declarant is owner of the following described property

Lots 1 and 4, Westwind 3rd Addition,
Wichita, Sedgwick County, Kansas

Whereas Lot 1 will require a means of draining its surface drainage.

Now therefore, Declarant hereby declares and covenants:

- 1) The owner of Lot 4, Westwind 3rd Addition agrees to accept in perpetuity all surface drainage from Lot 1, Westwind 3rd Addition over its land to the drainage pond provided offsite.
- 2) This covenant shall be binding on the owner, its heirs, successors or assigns and is a covenant running with the land.

Executed the day and year first above written.

A & J DEVELOPMENT CO.
A Joint Venture

BY: Aleksandar Hadijski
Aleksandar Hadijski, A Joint Venturer

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 13th day of May A.D. 1987 by Aleksandar Hadijski, Joint Venturer of A. & J. Development Co. A Joint Venture

My Appointment Expires February 3, 1991

Mildred E. Franz
Notary Public - Mildred E. Franz

MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS

EASEMENT

THIS EASEMENT made this 13th day of May, 1987, by and between Westwind Partnership III, Leonard E. Marotte, General Partner.

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, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer and all other public utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

Beginning at the S.E. Corner of the NW¼ of the NW¼ of Sec. 9, Twp. 27-S, R-1-W of the 6th P.M., Sedgwick County, Kansas; thence S 89°51'20" W, along the south line of the NW¼ of the NW¼ of said Sec. 9, 40 feet; thence N 00°43'04" E, parallel with the east line of the NW¼ of the NW¼ of said Sec. 9, 224.64 feet; thence N 45°08'40" W, 112.28 feet; thence S 89°51'20" W, 386.71 feet; thence N 33°46'55" W, 353.89 feet; thence N 44°15'41" E, 20.44 feet; thence S 33°46'55" E, 347.41 feet; thence N 89°51'20" E, 384.28 feet; thence S 45°08'40" E, 107.98 feet; thence N 89°51'20" E, 15.10 feet; thence S 00°43'04" W, 237.67 feet; thence N 89°51'20" E, 20 feet to the east line of the NW¼ of the NW¼ of said Sec. 9; thence S 00°43'04" W, 10 feet to beginning.

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 sewer and all other public utilities.

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

Westwind Partnership III
Leonard E. Marotte
Leonard E. Marotte.

STATE OF KANSAS)
SEDCWICK COUNTY) SS

Be it remembered that on this 13th day of May, 1987, before me, a notary public in and for said County and State, came Leonard E. Marotte, General Partner, Westwind Partnership III to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

SEAL

MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS

Mildred E. Franz
Notary Public
Mildred E. Franz

EASEMENT

THIS EASEMENT made this 13 day of May,
19 87, by and between Leonard E. Marotte, General Partner,
Westwind Partnership III

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, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer and all other public utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

Beginning at a point in the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 9, Twp. 27-S, R-1-W of the 6th P.M., 40.00 feet west of the S.E. Corner thereof; thence S 89°51'20" W, along the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Sec. 9, 1200.00 feet; thence N 0°08'40" W, 10.00 feet; thence N 89°51'20" E, 1200.15 feet; thence S 0°43'04" W, 10.00 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 constructing, operating, maintaining, and repairing such sewer and all other public utilities.

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

Westwind Partnership III
Leonard E. Marotte
Leonard E. Marotte

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Be it remembered that on this 13th day of May, 1987, before me, a notary public in and for said County and State, came Leonard E. Marotte, General Partner, Westwind Partnership III to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

SEAL

MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS

Mildred E. Franz
Notary Public
Mildred E. Franz

EASEMENT

THIS EASEMENT made this 13th day of May
19 87, by and between Leonard E. Marotte, General Partner,
Westwind Partnership III

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, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer and all other public utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

The south 10 feet of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 9, Twp. 27-S, R-1-W of the 6th P.M., except the east 35 feet thereof and except the west 724.80 feet thereof.

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 sewer and all other public utilities.

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

Westwind Partnership III
Leonard E. Marotte Gen. Part.
Leonard E. Marotte

STATE OF KANSAS)
SEDCWICK COUNTY) SS

Be it remembered that on this 13th day of May, 19 87, before me, a notary public in and for said County and State, came Leonard E. Marotte, General Partner, Westwind Partnership III to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

SEAL

MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS

Mildred E. Franz
Notary Public
Mildred E. Franz

DRAINAGE EASEMENT

THIS EASEMENT made this 13th day of May, 1987,

by and between Leonard E. Marotte, General Partner, of the first part
and the City of Wichita of the second part. Westwind Partnership III

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:

Commencing at the S.E. Corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 9, Twp. 27-S, R-1-W of the 6th P.M., Sedgwick County, Kansas; thence N 00°43'04" E, along the east line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Sec. 9, 247.67 feet for a place of beginning; thence S 89°51'20" W, parallel with the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Sec. 9, 49.24 feet; thence N 45°08'40" W, 102.32 feet; thence S 89°51'20" W, 137.13 feet; thence S 00°08'40" E, 16 feet; thence S 89°51'20" W, 235.71 feet; thence N 33°46'55" W, 362.66 feet; thence N 44°15'41" E, 56.85 feet; thence S 45°44'19" E, 100 feet; thence N 44°15'41" E, 50.51 feet; thence N 90° E, 55.71 feet; thence S 45° E, 115 feet; thence S 90° E, 130 feet; thence S 00° W, 65 feet; thence S 90° E, 110 feet; thence S 00° W, 30 feet; thence S 90° E, 175 feet to the east line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Sec. 9; thence S 00°43'04" W, 187.32 feet to the place of beginning.

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 y has signed these presents the day and year first written.

Westwind Partnership III
Leonard E. Marotte, General Partner
Leonard E. Marotte

STATE OF KANSAS)
SS
SEDGWICK COUNTY)

Personally appeared before me, a notary public in and for the County and State aforesaid, Leonard E. Marotte, General Partner, Westwind Partnership III, 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 May, 1987.

MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS

Mildred E. Franz
Notary Public
Mildred E. Franz

My Commission Expires February 3, 1991

DRAINAGE EASEMENT

THIS EASEMENT made this 13th day of May, 1987.

by and between Leonard E. Marotte, General Partner, of the first part
Westwind Partnership III
and the City of Wichita of the second part.

WITNESSETH: That the said first part 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:

Beginning at the S.E. Corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 9, Twp. 27-S, R-1-W of the 6th P.M., Sedgwick County, Kansas; thence S 89°51'20" W, along the south line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Sec. 9, 20 feet; thence N 00°43'04" E, parallel with the east line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Sec. 9, 247.67 feet; thence N 89°51'20" E, 20 feet to the east line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Sec. 9; thence S 00°43'04" W, 247.67 feet to beginning.

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 part y has signed these presents the day and year first written.

Westwind Partnership III
Leonard E. Marotte, General Partner
Leonard E. Marotte

STATE OF KANSAS)

SS

SEDGWICK COUNTY)

Personally appeared before me, a notary public in and for the County and State aforesaid, Leonard E. Marotte, General Partner, Westwind Partnership III, 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 May, 1987.

MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS

Mildred E. Franz
Notary Public
Mildred E. Franz

My Commission Expires February 3, 1991

DRAINAGE EASEMENT

THIS EASEMENT made this 13th day of May, 1987.

by and between Leonard E. Marotte, General Partner, of the first part
Westwind Partnership III
and the City of Wichita of the second part.

WITNESSETH: That the said first part 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:

Commencing at the N.E. Corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 9, Twp. 27-S, R-1-W of the 6th P.M.; thence S 0 $^{\circ}$ 43'04" W, along the east line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Sec. 9, 90.00 feet; thence S 90 $^{\circ}$ 00'00" W, 25.00 feet for a point of beginning; thence S 0 $^{\circ}$ 43'04" W, 330.00 feet; thence S 45 $^{\circ}$ 43'04" W, 145.00 feet; thence S 0 $^{\circ}$ 43'04" W, 361.68 feet; thence S 90 $^{\circ}$ 00'00" W, 30.00 feet; thence N 0 $^{\circ}$ 43'04" E, 374.48 feet; thence N 45 $^{\circ}$ 43'04" E, 116.72 feet; thence N 0 $^{\circ}$ 43'04" E, 41.94 feet to the S.E. Corner of Lot 5, Westwind 3rd Addition to Wichita, Sedgwick County, Kansas; thence N 0 $^{\circ}$ 43'04" E, 295.00 feet; thence N 90 $^{\circ}$ 00'00" E, 50.00 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 constructing, operating, maintaining, and repairing such drainage system.

IN WITNESS WHEREOF: The said first part Y ha S signed these presents the day and year first written.

Westwind Partnership III
Leonard E. Marotte General Partner
Leonard E. Marotte

STATE OF KANSAS)
SS
SEDGWICK COUNTY)

Personally appeared before me, a notary public in and for the County and State aforesaid, Leonard E. Marotte, General Partner, Westwind Partnership III, 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 May, 1987.

MILDRED E. FRANZ
NOTARY PUBLIC
STATE OF KANSAS

Mildred E. Franz
Notary Public
Mildred E. Franz

My Commission Expires February 3, 1991