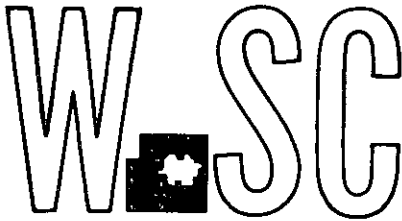


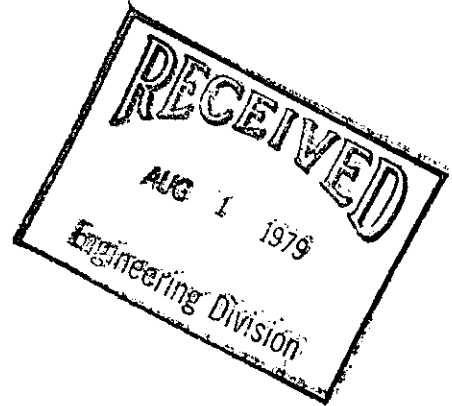
WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202

July 27, 1979



Dalamater, Freund and Associates
412 Century Plaza Bldg.
Wichita, Ks. 67202

Re: S/D 79-77 - Final plat of Willo-Esque Fourth Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 26, 1979, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. Additional easements required by the applicant's drainage plan and sanitary sewer layout plan shall be shown on the final plat tracing.
- B. Storm sewers and other drainage improvements (if any) shall be guaranteed by the applicant.
- C. Both telephone and electric utilities shall be installed underground.
- D. The applicant shall guarantee the paving of all interior streets.
- E. The applicant shall guarantee the extension of sanitary sewer to service each lot.
- F. The applicant shall guarantee the extension of city water to serve each lot.
- G. The applicant shall guarantee construction of a public sidewalk along the north side of O'Neil adjacent to Lots 1 thru 11, Block B and along the south side of O'Neil adjacent to Lot 27, Block C. The private sidewalks proposed for the Reserve areas shall also be guaranteed.
- H. It should be noted that the east 10 feet of the 20 foot north-south utility easement along the east side of the plat is located on the west 10 feet of the existing 30 foot wide Derby pipeline easement. Approval from Derby shall be obtained for this overlapping easement and setback requirements (if any) shall be noted on the plat.

Dalamater, Freund and Associates

Page 2

July 27, 1979

- I. All lot line dimensions shall be shown on the final tracing.
- J. Platted setbacks shall be deleted from the final tracing. Setbacks as specified on the C.U.P. will prevail.
- K. If the reserves are for utility easement purposes it shall be so stated in the plattor's text.
- L. Both Willo-Esque Circles and O'Neil Circle shall be changed to Willo-Esque Court and O'Neil Court. LaParque shall be changed to O'Neil Circle. Maranique and Maranique Circle shall be changed to 1st Street and 1st Street Court, or to Renee and Renee Court.
- M. The utility easements between Lots 18 and 19, Block C; between Lots 48 and 49, Block B, and the drainage easement in the northeast corner of the plat shall be relabeled as "reserves".
- N. A copy of the approved drainage plan shall be provided to the Flood Control Office.
- O. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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. 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, August 2, 1979, at 1:00 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez
Louise Olivarez
Senior Planner

LO:bh

cc: L.C. Investment, Inc., 2458 S. Minneapolis, 67216
Dean Sellers, Assistant City Engineer

WICHITA-SEDGWICK COUNTY

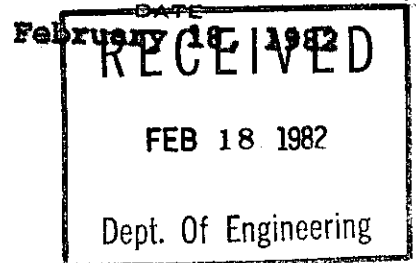
METROPOLITAN AREA PLANNING DEPARTMENT

Donald C. Gisick, City Clerk

TO Forrest L. Nagley, Junior Planner

FROM

SUBJECT Forwarding of Revised Letter of Credit and Release of
Superceded Letter of Credit for Willo-esque 4th Addition



Attached please find the above referenced revised letter of credit for \$33,000.00. The superceded guarantee for \$27,000.00 may now be released and is being returned to Bill Suter of Fidelity Savings Association of Kansas with a copy of this memorandum.

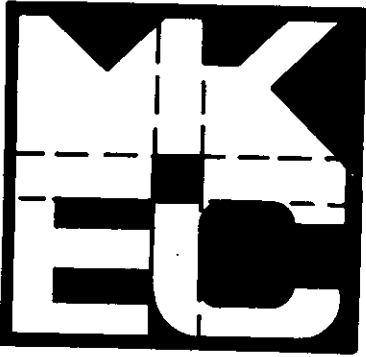
Forrest L. Nagley
Forrest L. Nagley
Junior Planner

FLN:jps
Attachment

cc: Mike Lindebak, Project Development Engineer, City Engineering
Bill Suter, President, Fidelity Savings Association of
Kansas, 229 South Market, Wichita, 67202
L.C. Investment Inc., Attention: Ronnie Lane, 2458 South
Minneapolis, Wichita, 67216

COPY

[Handwritten initials]



LETTER OF TRANSMITTAL

PROJECT: Penstemon 4th Addition

PROJECT #: _____ DATE: 09/17/87

MID-KANSAS ENGINEERING
CONSULTANTS, P.A.
3500 N. Rock Road, #800
Wichita, KS 67226

TO: Carl Gipson
Engineering Department
455 N. Main, 7th Floor
Wichita, KS 67202

We are sending the following items: Attached
 Under separate cover via _____

Prints Specifications Legal Descriptions
 Tracings Petitions Correspondence Other

COMMENTS: Transmitted herewith is a copy of an agreement executed by "Kaneb" and "Slawson" providing for the lowering and replacement of an interstate petroleum products pipeline through Penstemon 4th Addition.

For Your Approval As Requested
 For Your Use For Your Files
 Approved as Noted For Review and Comment

REMARKS:

Signed: Dean S. Sellers
Dean S. Sellers, P.E.

DSS/dh

cc: Terry Smythe

AGREEMENT

This agreement, made and entered into this 11th day of September, 1987, by and between:

KANEB PIPE LINE COMPANY, A Delaware Corporation, party of the first part, hereinafter referred to as "Kaneb",

AND

SLAWSON INVESTMENT CORPORATION, A Kansas Corporation, party of the second part, hereinafter referred to as "Slawson",

WITNESSETH: That

WHEREAS, Kaneb is the owner of a Right-of-Way grant consisting of a thirty-three foot (33') wide easement under Miscellaneous Book 496, page 424, across the Northwest Quarter (NW/4) of Section 5, Township 27 South, Range 2 East, Sedgwick County, Kansas, under terms of which it owns, maintains and operates a petroleum products pipeline as a part of its interstate pipeline system, and

WHEREAS, Slawson is the fee owner of said real estate, subject to said Kaneb Right-of-Way grant, and

WHEREAS, Slawson has requested that Kaneb relocate, by lowering an approximately four-hundred and fifty-foot (450') segment of its pipeline in order to develop its platted Penstemon Fourth Addition with street and utility improvements for said addition;

THEREFORE, Kaneb has agreed to lower its pipeline across said Addition, and install necessary pipeline fittings to get this segment lowered, and will at its own expense install new and thicker wall pipe.

AND

THEREFORE, Slawson herein agrees to reimburse Kaneb Pipe Line Company for all costs of excavation and backfilling, necessary pipeline fittings to lower said pipeline, and will provide the restoration of the surface area as required for Kaneb to lower and replace the existing pipeline across and under the Penstemon Fourth Addition.

Kaneb Pipe Line Company, hereby agrees to proceed on the above described project for the Penstemon Fourth Addition as soon as materials, contract labor, equipment and pipeline movement schedules will permit.

All labor, material, equipment and overhead, supervision and fringe costs to excavate, backfill and install necessary pipeline fittings to lower said pipeline will be accumulated by Kaneb and invoiced to Slawson within 30 days after completion.

Slawson agrees to remit payment within 30 days after receipt of invoice from Kaneb Pipe Line Company.

ATTEST:

Robert E. Smith

KANEB PIPE LINE COMPANY

By *Mark E. Brown*

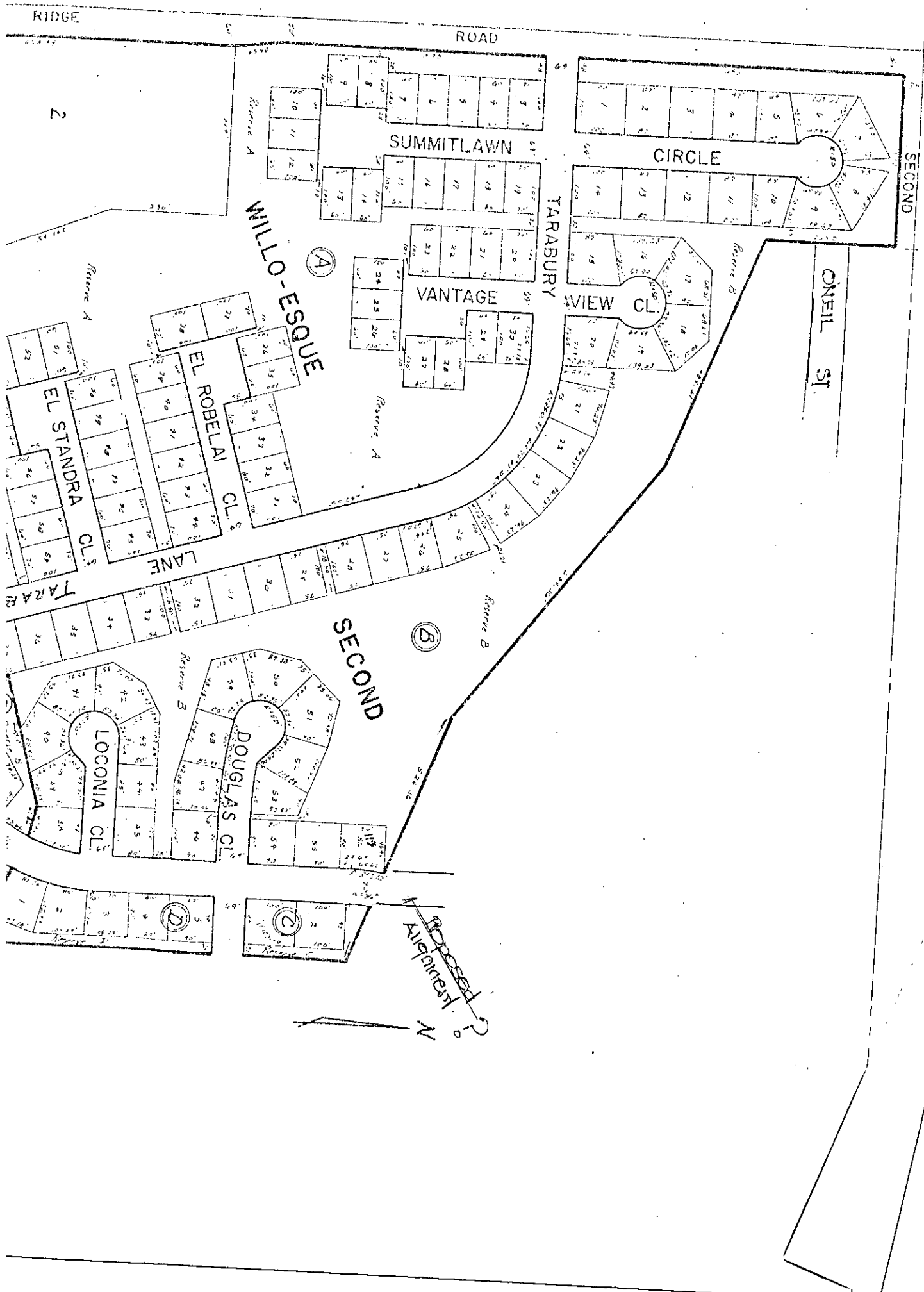
ATTEST:

W. J. Boyette

SLAWSON INVESTMENT CORPORATION

By *Larry A. Chambers*
Vice President

S.W. 1/4 SEC. 22



2

(B)

(A)

(D)

(C)

ROBBER
Aligner

files

THE CITY OF WICHITA
OFFICE OF DIRECTOR OF PUBLIC WORKS

DATE July 7, 1988

TO Dale Rea, Deputy City Clerk
FROM Steve Lackey, Director off Public Works

SUBJECT

Sewer Easement
Encroachment Agreement

Please place the attached agreement on the Consent Agenda. The purpose of the agreement is to allow a wooden deck to encroach into a sewer easement. The affected property is Lot 33, Block B, Willo-Esque Fourth Addition.

Recommendation/Action: Approve the agreement and authorize the Mayor to execute.

SL:BM/sm:7141A

cc: Robert Finch, Deputy City Manager

SCREENING COMMITTEE MEETING
(Selection of Consultant Engineering Services -
Willo-Esque 4th)
Minutes of the meeting of June 24, 1982, 11:30 a.m.

PRESENT: R. W. Bruggeman, Director of Engineering/City Engineer,
Chairman
Robert Lakin, Director of Planning
Ray Trail, Executive Assistant to the City Manager
Donald C. Gisick, City Clerk, Secretary

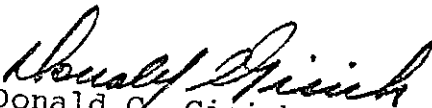
ALSO PRESENT: ✓ Mike Lindebak, Program Development Engineer

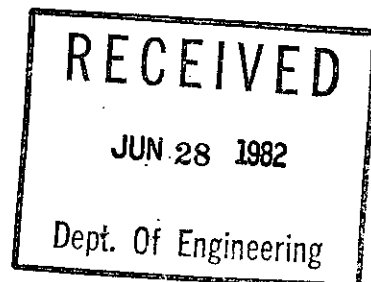
The Staff Screening and Selection Committee met to consider selection of a firm to provide engineering design services on a new development project.

The Engineering Department reviewed the engineering services needed, indicating that staff was not available to perform the street design services and that Ronald F. Lane, Developer in Willo-Esque 4th, had requested that Booker/Freund Associates, Inc. be approved for the design services for O'Neil Street and O'Neil Court in Blocks B and C of Willo-Esque 4th so that work could proceed immediately.

Lakin moved that Booker/Freund Associates, Inc. be selected to prepare the design plans for the streets and incidental drainage, subject to check as to any delinquent special assessments. Motion carried unanimously.

The Committee adjourned at 11:50 a.m.


Donald C. Gisick, Secretary
City Clerk



THE CITY OF WICHITA

OFFICE OF PUBLIC WORKS - ENGINEERING

DATE July 11, 1988

TO Dale Rea, Deputy City Clerk

FROM Steve Lackey, Director of Public Works *SL aw*

SUBJECT Sewer Easement
Enchroachment Agreement.

Please place the attached agreement on the July 19, 1988 Consent Agenda. The purpose of the agreement is to allow enchroachment of a wooden deck into a city sewer easement. The affected property is lot number 33, Block B of the Willo-Esque 4th Addition.

Please return the executed document to the City Engineer's Office for recording with the Register of Deeds.

Recommendation/Action: Approve the agreement and authorize the Mayor to execute.

CC: Robert Finch
Deputy City Manager

7027J

THE CITY OF WICHITA

OFFICE OF PUBLIC WORKS - ENGINEERING

DATE July 11, 1988

TO Dale Rea, Deputy City Clerk

FROM Steve Lackey, Director of Public Works *SL*

SUBJECT

Sewer Easement
Enchroachment Agreement.

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Recommendation/Action: Approve the agreement and authorize the Mayor to execute.

CC: Robert Finch
Deputy City Manager

7027J

WILLIAM L. KORBER, L.S.

JOHN E. LUNDBLADE, L.S.

N. BRENT WOOTE, P.E.



BAUGHMAN COMPANY, P.A.

SURVEYING & ENGINEERING

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

State of Kansas)
) SS
County of Sedgwick)

June 1, 1988

We, Baughman Company, P.A., Surveyors in aforesaid county and state do hereby certify that we did on this 1st day of June, 1988, survey Lot 33, Block B, Willo-Esque Fourth, Wichita, Sedgwick County, Kansas.

On said Lot is house No. 236 with an attached garage which is in the clear of all boundary lines. There are no encroachments on said Lot by buildings on the adjacent lots.

The accompanying plat is a true and correct exhibit of said survey for mortgagee title insurance.

William F. Severns

Surveyor



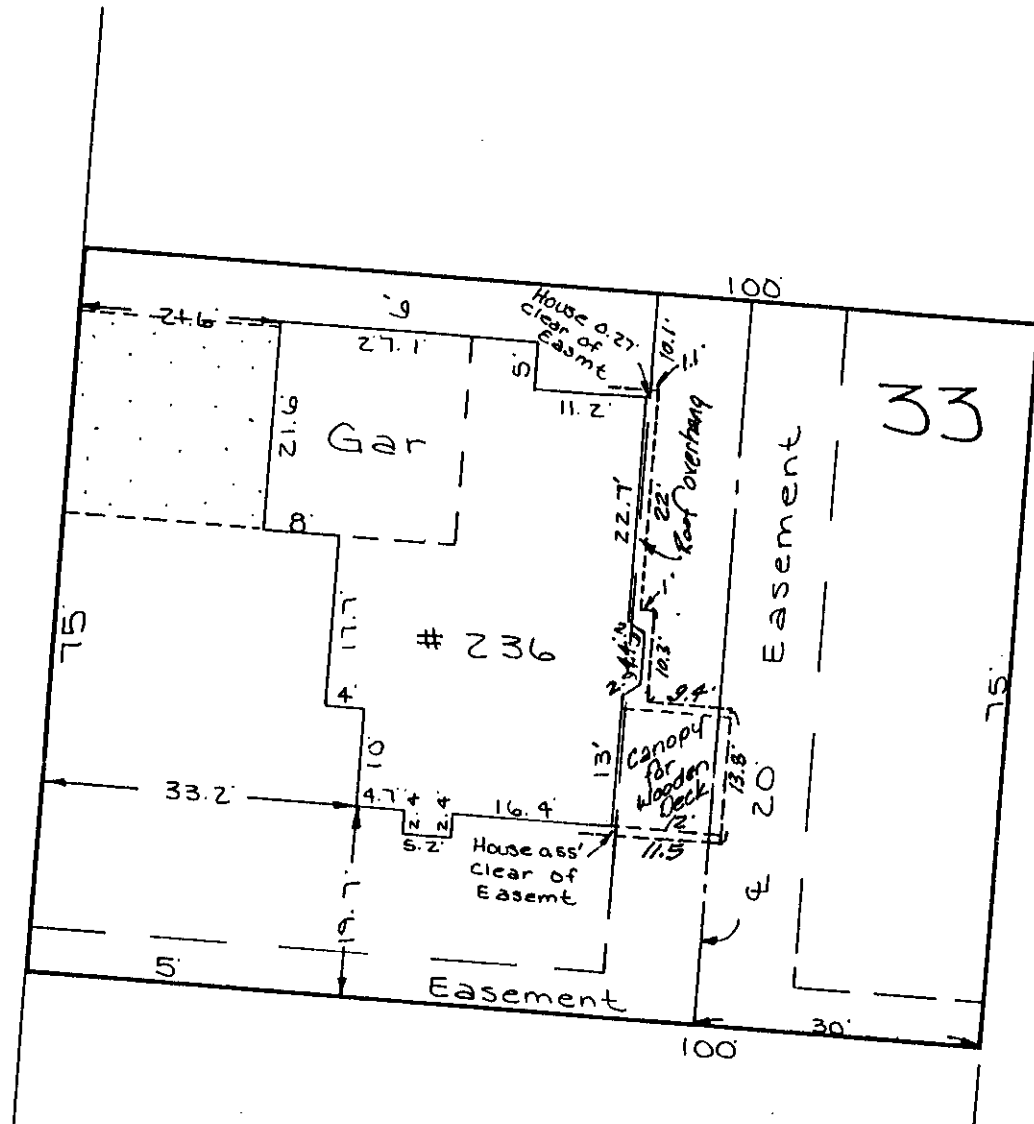
WILLIAM L. KORBER, L.S.
JOHN E. LUNDBLADE, L.S.
N. BRENT WOOTEN, P.E.



BAUGHMAN COMPANY, P.A.

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

Winterset



33





COST ESTIMATE FOR STORM SEWER IMPROVEMENTS
FOR WILLO-ESQUE FOURTH

ITEM	QUAN.	UNIT	UNIT PRICE	TOTAL
Inlets	18	Each	\$1,000	\$18,000
21" Pipe	50	Ft.	25	1,250
24" Pipe	632	Ft.	28	17,696
30" Pipe	250	Ft.	34	8,500
48" Pipe	150	Ft.	75	11,250
24" End Section	1	Each	200	200
30" End Section	1	Each	300	300
48" End Section	1	Each	600	600
Type 3 Rip-Rap	90	Sq. Yd.	32	2,880
Flume	4	Each	1,000	4,000
			TOTAL	\$ 64,676 *

* Does not include engineering, channel excavation or contingencies.

* COST ESTIMATE FOR STORM SEWER IMPROVEMENTS
FOR WILLO-ESQUE FOURTH
July 26, 1979 *

ITEM	QUAN.	UNIT	UNIT PRICE	TOTAL	
Inlets	18	Each	100 \$1,000-	\$18,000	19800
15" Pipe	37 40	Ft.	22 20	740	880
21" Pipe	50	Ft.	28 26	1,300	1400
24" Pipe	632 640	Ft.	33 29	18,328	24120
30" Pipe	250	Ft.	39 35	8,750	9750
48" Pipe	150	Ft.	73 75	11,250	10950
24" End Section	1	Each	200	200	
30" End Section	1	Each	300	300	
48" End Section	1	Each	600	600	
Flared Concrete Head-wall or Pre-Fab. End Section	1	Each	3,000	3,000	3000
Type 3 Rip-Rap	90	Sq. Yd.	25 32	2,880	2250
Flume	4	Each	1,000	4,000	4000
TOTAL				\$69,348	73,150

* Does not include engineering, channel excavation or contingencies. Add 25% Eng. Cont. etc. $\frac{18,287.50}{91,437.50}$

Use \$ 92,000.⁰⁰
+ guarantees for channel excavations.

Inlet or M.H. No.	Location	Area (Acres)	Runoff Ratio	Equivalent Area	Accumulation Equivalent Area	Time of Concentration (min)	Rainfall Rate (in/hr)	Flow (cfs. per sec)	Sewer Size	Length	H.W. req.	Hydraulic Slope Req.	Sewer Slope	Residual Area	F.L. Elev.	7/12/79				
Light Green Area	Z	5.40	0.50	2.7	2.7	45.4	3.2"	8.6" V 24"	50'				0.32%	3.72	8.95	0.22	2	Y		
	Y	1.25	0.50	0.625	3.325	15.6	3.2"	10.6" V 24"	275'				0.32%	4.07			Y	X		
	X	1.41	0.50	0.705	4.03	16.7	3.1"	12.5" V 24"	50'				0.32%	4.07			Y	X		
	W	0.85	0.50	0.425	4.455	16.9	3.1"	13.8" V 24"	120'				0.32%	4.39			X	W		
Swamp land	A	0.70	0.50	0.35	4.805	17.4	3.1"	14.9" V 24"	37'				0.37%	4.72			W	A		
	Time of Concentration from LOT		To Z		Street: L = 825 (min.)		H = 0.02, S = 0.32%		T = 11.74 min		(Composite)		T @ Z = 15.4 min							
Road Area plus Light Blue Area	B	4.2	0.50	2.1	6.905	17.5	3.1"	21.4" V 30"	250' ±				0.3%	4.35	22.5	0.96	B	Qu T/E		
	A				4.805	17.4	6.7"	32.2"										B	E = 22.59	
	B				2.1	17.4	6.7"	14.1"												
	STREET CAPACITY		Q = 0.56		Q = 0.56		Q = 0.56		Q = 0.56		Q = 0.56		Q = 0.56		Q = 0.56		Q = 0.56		Q = 0.56	
	100 year		32.2 - 14.9 = 17.3		17.3		17.3		17.3		17.3		17.3		17.3		17.3		17.3	
	100 year		17.3 + 14.1 = 31.4 cfs		31.4 cfs		31.4 cfs		31.4 cfs		31.4 cfs		31.4 cfs		31.4 cfs		31.4 cfs		31.4 cfs	
	Curb 1/8 Curb will hold 29.2 cfs and		The additional R/W will hold the other 2.2 cfs easily.		100 year frequency storm can be held within the R/W.		The additional R/W will hold the other 2.2 cfs easily.		100 year frequency storm can be held within the R/W.		The additional R/W will hold the other 2.2 cfs easily.		100 year frequency storm can be held within the R/W.		The additional R/W will hold the other 2.2 cfs easily.		The additional R/W will hold the other 2.2 cfs easily.		The additional R/W will hold the other 2.2 cfs easily.	
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$Q_{100} = 46.3$
 $Q_2 = 22.5$
 $Q_{100} - Q_2 = 23.8$ cfs Curb length 215'

Sheet or P.H. No.	Location	Area (Acres)	Runoff Ratio	Equivalent Area	Accumulative Equivalent Area	Time of Concentration (Min)	Runoff Rate (in./hr)	Flow (cu. ft. per sec)	Sewer Size	Length	H.W. req.	Hydraulic Slope Req.	Sewer Slope	Capacity (gpm)	Time of Flow (Min)	Misc.	Upper End	Lower End	Residential Area	Date	
		2.56	0.50	1.28	1.28	11.31	3.7	9.7													
		2.56																			

Time of Concentration: $L = 1400'$, slope = 1.08%, $k = 0.02$
 $t_c = 11.31$

Sheet Area	t_c	Q	R	R_{100}	R_{200}	$R_{2.5}$	R_{100}	R_{200}	$R_{2.5}$	E	E_{outlet}
337.050	1.685	1.685	11.3	3.2	6.2	10.9	24"	150'	0.30%	12.9%	20.5
						22.2					20.0
						2.765					

STREET CAPACITY:

$$Q = 0.56 \frac{1.47}{3.2} \frac{3}{2} S^{\frac{1}{2}} \times d^{\frac{8}{3}}$$

$$Q = 0.56 \frac{0.005}{0.005} (0.005)^{\frac{1}{2}} \times (0.5625)^{\frac{8}{3}}$$

$$Q = 16.3 \text{ cfs (one side)}$$

$$d = \frac{3}{8}'' \times 18' = 0.5625'$$

$$2 = \frac{3}{8}'' / 148 = 32$$

The 100 year storm is contained within the curbs.

Location	Area (Acres)	Runoff Ratio	Equivalent Area	Accumulative Equivalent Area	Time of Concentration (min)	Peak Rate (in/hr)	Flow cfs	Sewer Size	Length	H.W. req.	Hydraulic Slope Req.	Sewer Slope	Residential Area	F.L. Elev.
Rosemount	522	0.50	261	261	11.9	3.6	89.4							
Area of water	522	0.50	261	261	11.9	3.6	89.4							
E														

Time of Concentration

$L = 1915T$, slope = 0.888%, $t_c = 0.02$
 $t_c = 11.9$ min

Gross work of Man
 Area of water

D	372	0.50	186	186	11.9	3.6	67.7							

STREET CAPACITY:

$Q = 0.56 \frac{2}{3} S^{\frac{1}{2}} \times D^{\frac{8}{3}}$

$d = \frac{3}{8} \times 18'$

$Q = 0.56 \left(\frac{32}{0.015} \right)^{\frac{1}{2}} (0.0088)^{\frac{1}{2}} (0.5625)^{\frac{8}{3}} \times \frac{2}{3}$
 $d = 0.5625$
 $z = \frac{3}{8} \text{ ft} = 32$

$Q = 24.2$ CFS (for one side of street)

Q=100 for one side of street is 19 cfs and for the other side is 13.6 cfs, therefore the 100 year storm can be contained between curbs.

7/10/79

W. Hoessgae Furch
7/16/29

Accumulative Equivalent Area	Time of Concentration (Min)	Initial Rate (in./hr)	Flow cfs/ft per sec	Ditch Width	Length	Ditch slope	Side slope Left	Side slope Rt.	Capacity	Time of Flow (Min)	Depth of Water	F.L. Elev.	Upper End	Lower End
7.685	18.46	3.0	23.1	10'	350'	1%	4:1	4:1	2.5	22.8	2.29	0.7		
11.16	20.25	2.9	32.4	10'	400'	1%	4:1	4:1	2.94	35.9	2.22	0.9		
14.448	23.02	2.8	40.5	10'					5.11	43.6		1.0	A = 14.0	
18.523		2.8	52											
6.905														
7.685	18.46	6.3	48.4	10'	350'	1%	4:1	4:1	3.11	43.6	1.87	1.05		
11.16	20.33	6.1	68.1	10'	400'	1%	4:1	4:1	3.44	61.2	1.74	1.25		
14.448	22.27	5.9	85.2						3.91	93.4		1.5	A = 24.0	
18.523		5.9	109.6											

Use 48" Pipe @ 0.60% grade (This is capable of carrying 100 yds. storm)

for 2 yr storm = 4.14 fps
for 100-yr storm = 8.72 fps

Length of 48" pipe = 150'

Pl. 13920

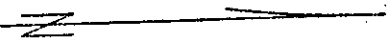
~~82 DEB~~

9 MAR 54

12458

WILLO-ESQUE

SCALE 1"=150'



TARABURY

LANE

(B)

110 SECOND (Sullivan Pool)

ADDN

DOUGLAS CIRCLE

LOCONIA CIRCLE

DRIVE

WILLO-ESQUE

(D)

(C)

2+69' WITH

5+24' WITH

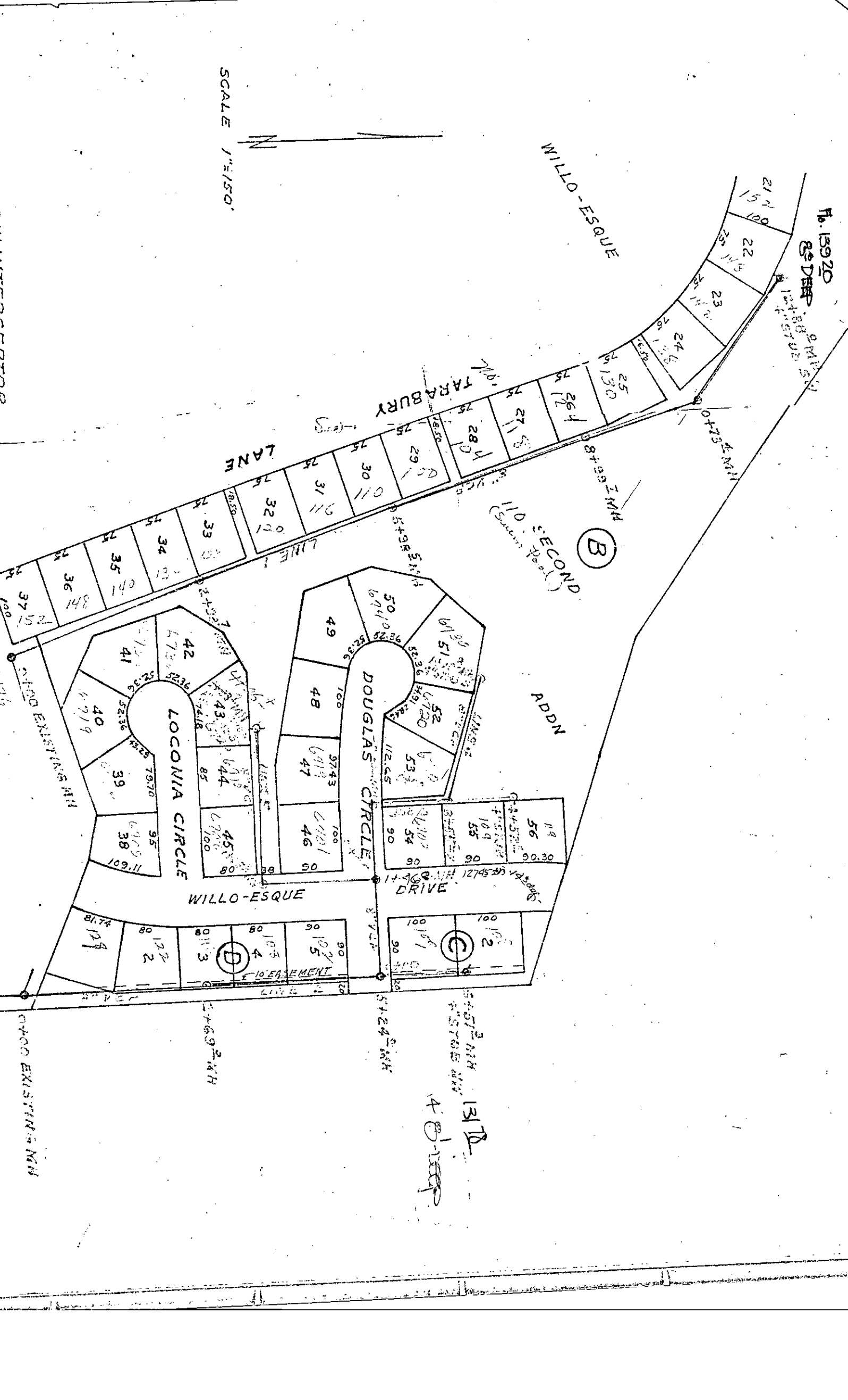
5+57' WITH

131D
4 B-100

UNALTERED

EXISTING WITH

EXISTING WITH



S/D NO. 79-71 Name Willo-Esque Fourth Addition
Date Application Rec'd. 6-18-79 Preliminary Approval 6-16-77
Scheduled S/D Meeting 6-28-79

DESCRIPTION

General Location East of Ridge Road approximately 1/2 mile north of Maple

Owner L. C. Investment, Inc.
Surveyor/Engineer Delamater, Freund and Associates
Address 412 Century Plaza Building Phone 263-6121

1. Gross Acreage of Plat 37.2
2. Number of Lots:
 - Residential 127
 - Commercial _____
 - Industrial _____
 - Other _____
3. Total Number of Lots 127
4. Minimum Lot Frontage 44.29 ft.
5. Minimum Lot Area _____ ft.
6. Existing Zoning "AA"
7. Proposed Zoning "AA" with C.U.P. (DP-42)
7. Lineal Feet of New Streets:
 - a. 70 R/W 1800 ft.
 - b. 64 R/W 3800 ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 5600 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers yes (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) _____ (Yes-No)
12. City of Wichita X: Three-Mile Area _____

STAFF COMMENTS:

NOTE: The preliminary plat of this area was approved by the Subdivision Committee 6-16-77 as part of Willo-Esque Third Addition

- A. A Homeowners' Association has already been established for the maintenance of the reserves and all common open spaces and facilities.
- B. Both telephone and electric utilities shall be installed underground.
- C. The applicant shall guarantee the paving of all interior streets.
- D. The applicant shall guarantee the extension of sanitary sewer to service each lot.
- E. The applicant shall guarantee the extension of city water to serve each lot. *Main Sewer?*
- F. The applicant or his agent should be prepared to discuss the status of the proposed private sidewalk system. A guarantee for a public sidewalk on the north and east sides of the collector street (O'Neil and Willo-Esque Drive) will be required.
- G. It should be noted that the east 10 feet of the 20 foot north-south utility easement along the east side of the plat is located on the west 10 feet of the existing 30 foot wide Derby pipeline easement. Approval from Derby shall be obtained for this overlapping easement.

Addⁿ Sewer Easmt

Main Sewer?

Sidewalk on O'Neil ← in front of Lot 27, Blk C

- H. Show all lot line dimensions on the final tracing.
- I. The C.U.P. states that front yard setbacks are variable from 15 feet to 30 feet with garages being a minimum of 20 feet back from the property line. To clarify requirements and to avoid confusion at the building permit stage, it is recommended that minimum front yard setbacks of 20 feet be designated on the plat.
- J. If the reserves are for utility easement purposes it shall be so stated in the plattor's text.
- K. Both Willo-Esque circles and O'Neil Circle shall be changed to Willo-Esque Court and O'Neil Court. Maranique and Maranique Circle shall be changed to 1st Street and 1st Street Court, respectively.
- L. The applicant shall be prepared to comment on the proposed use of the 20-foot easements located between lots 18 and 19, Block C and lots 48 and 49, Block B. If these are for private sidewalks, it is recommended that they be included as part of the reserves.
- M. Recording of the plat within 30 days after approval by the Board of City Commissioners.

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 19____,
BY AND BETWEEN THE CITY OF WICHITA, KANSAS
hereinafter called
"PARTY OF THE FIRST PART"
AND
hereinafter called
"PARTY OF THE SECOND PART"

WITNESSETH:

Whereas, the public has been granted a utility easement 20
feet in width, being the west 20 feet of the east 40 feet of Lot 33, Block B,
Willo-Esque Fourth, Wichita, Sedgwick County, Kansas.

_____ ;and

Whereas, the Party of the First Part has constructed and maintained
a sanitary sewer in said easement, and;

Whereas, Party of the Second Part desires to occupy and construct
improvements over the following described section of said easement, to-wit:

Commencing at the intersection point of the west line of the platted
20 foot utility easement with the north line of Lot 33, Block B, Willo-Esque
Fourth, Wichita, Sedgwick County, Kansas; thence south along the west
line of said easement 10.1 feet for a point of beginning; thence east 1.1
feet; thence south 22 feet; thence east 1 foot; thence south 10.3 feet;
thence east 9.4 feet; thence south 13.8 feet; thence west 11.5 feet;
thence north 46.1 feet to the point of beginning.

hereinafter referred to as Tract "A".

NOW THEREFORE, in consideration of the premises and the several
mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) The Party of the First Part hereby agrees to permit the Party
of the Second Part to occupy and construct improvements on,
over and across the aforesaid public easement, and specifically
waives any and all rights of action in law or equity against
Party of the Second Part, arising out of Party of the Second
Part's occupancy and encroachment on and over said easement.
- (2) The Party of the Second Part agrees that it will not begin
construction of improvements, on, over and across the said
easement without first obtaining the Party of the First Part's
approval of any and all plans and specifications for such
improvements.

- (3) The Party of the Second Part agrees to inspect, maintain and repair the sanitary sewer from such time as it starts construction of improvements until such time as the Party of the Second Part ceases to occupy that portion of the easement described as Tract "A", and provided that the Party of the First Part may order the sewer replaced and assess the cost thereof to the within described property at any time repair of this sanitary sewer is determined to be impossible or impractical due to its condition or length of time required for repair, as determined by the Party of the First Part.

The Party of the Second Part may at its option clear the easement to permit the Party of the First Part to repair the sewer or may pay the cost of tunneling under the improvement to permit the repair of the sewer.

- (4) The Party of the Second Part agrees to protect and indemnify adjacent property owners against any increased cost that may accrue to them, due to the necessity of laying sewer line of greater distance to avoid connecting under any improvements, or the increased costs which might be incurred because of the difficulty in connecting beneath any improvements that may be built on, over and across said easement.
- (5) The Party of the Second Part agrees to indemnify and hold harmless the Party of the First Part from any and all claims resulting from the leaking, cave-in or other failure of said sewer lying within Tract "A", so long as the Party of the Second Part occupies Tract "A" of said easement.
- (6) This agreement shall not become effective until the Party of the Second Part has caused to be recorded this original instrument with the Register of Deeds, Sedgwick County, Kansas, and has caused to be furnished to the Party of the First Part a duplicate recorded copy of this agreement. This agreement may be terminated by the Party of the First Part upon failure of the Party of the Second Part to comply with all of the terms of this agreement.
- (7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described promises, so long as the structure contemplated by this agreement is in existence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

CITY OF WICHITA, KANSAS

By _____
Mayor
Party of the First Part

ATTEST:

City Clerk

Approved as to Form

Thomas R. Gull

Director of Law

By *Phillip Heberly*
Party of the Second Part

By *Paula C. Heberly*
Party of the Second Part

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, 19____, before me, a Notary Public in and for said county and state, came _____, Mayor of the Party of the First Part, of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged execution of the same, for and on behalf, and as the act and deed of said Party of the First Part.

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

Notary Public

My commission expires:

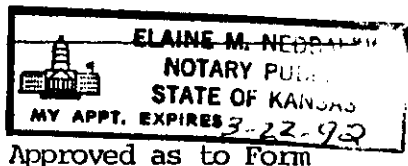
STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 27th day of June, 19 88, before me, a Notary Public, in and for said county and state, came Phillip Heberly, Anita C. Heberly, to me personally known to be the same person who executed the within and foregoing instrument and duly acknowledged the execution of the same, _____

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

Elaine M. Nedbalch
Notary Public

My commission expires:



Director of Law

IRREVOCABLE LETTER OF CREDIT

Re: Guarantee of payment of special assessments for the construction of street paving.

_____ is the owner of building
(Name of Developer or Builder)

sites located on O'NEIL & O'NEIL COURT; O'Neil, Winterset and Renee;
(Street Name, Limits of Construction, Project Number)

O'Neil Court; Renee Court; all in Willo-Esque 4th Addition. 472 76
245 80912 000 000 001

It is requested that street paving be installed prior to development on the lots.

_____ shall pay all special assess-
(Developer or Builder)

ments for street paving to be levied against the benefit district for the above-described project on which improvements have not been started for a period of two (2) years or until 35% of the above-described property has improvements started.

In order to secure performance on the conditions stated above, the sum of \$ 123,200.00 is being held in account by _____

(Name of Bank or Association)

The undersigned guarantor will make disbursements by sight drafts upon the above-mentioned account by notice from the City of Wichita that _____

(Developer or Builder).

is in default of his promise to pay the special assessments levied upon the above-described property and in the amount so designated by the City as being in default.

Prior to the maturity of this Letter of Credit, the City of Wichita, Kansas has the option to draw against this Letter of Credit or request a new Irrevocable Letter of Credit be issued.

The guaranty sum shall be maintained until notice by the City of Wichita that 35% of improvements have been started and guaranty released.

Signature of Guarantor

1/28/82
CK