

RECEIVED
JUL 31 1998

TOWN PARC PROJECT

Stream Maintenance

Personnel	Position	Range	Rate	Hours	Cost
Anderson, Ralph S.	EO-I	617-C	\$9.7590	62	\$605.0580
Baker, Victor R.	EO-I	617-D	\$10.3391	44	\$454.9204
Gleeson, Shawn M.	L.Sup.II	622-G	\$14.9934	138	\$2,069.0892
Keeling, Michael A.	EO-II	619-G	\$13.0334	88.5	\$1,153.4559
Marcotte, Bobby G.	EO-III	620-B	\$10.4708	51	\$534.0108
Moore, Ryan	EO-III	620-G	\$13.6494	95	\$1,296.6930
Nickell, Dale L.	EO-III	620-G	\$13.6494	51	\$696.1194
Nye, Steve	EO-III	620-G	\$13.6494	36	\$491.3784
Ornelas, David P.	EO-III	620-G	\$13.6494	44	\$600.5736
Williams, Willie	Laborer	616-B	\$8.8259	40	\$353.0360
Sub Total:				649.5	\$8,254.3347

Equipment	Description	Rate	Hours	Cost
4-8010	Track Loader	\$14.42	44	\$634.48
4-8009	Dozer	\$14.42	87	\$1,254.54
4-5808	Loader	\$3.98	47	\$187.06
4-5824	Badger	\$4.62	125	\$577.50
4-2061	Dump Truck	\$4.62	65	\$300.30
4-2062	Dump Truck	\$4.62	74	\$341.88
4-2970	Dump Truck	\$4.62	54	\$249.48
4-2108	4 x 4 Pickup	\$2.02	138	\$278.76
3-2822	S10 Pickup	\$1.50	102	\$153.00
4-5709	Grader	\$6.92	16	\$110.72
4-2398	Truck Tractor	\$4.33	6	\$25.98
Sub Total:			758	\$4,113.70

Storm Water Maintenance

Personnel	Position	Range	Rate	Hours	Cost
Brooks, Shane A.	Laborer	616-B	\$8.8259	57	\$503.0763
Crawford, Milton L.	EO-II	619-G	\$13.0334	50	\$651.6700
Deutscher, Darrin W.	EO-II	619-G	\$13.0334	59	\$768.9706
Headrick, Eldon R.	EO-II	619-E	\$11.9777	41	\$491.0857
Johnson, Alan W.	L.Sup.II	622-G	\$14.9934	27	\$404.8218
McCreery, Christopher J.	EO-II	619-E	\$11.9777	47	\$562.9519
McRorey, Kenneth W.	EO-II	619-E	\$11.9777	16	\$191.6432
Miller, Chad O.	Laborer	616-B	\$8.8259	48	\$423.6432
SubTotal:				345	\$3,997.8627

TOWN PARC PROJECT

Equipment	Description	Rate	Hours	Cost
0-2679	1 Ton Truck	\$3.17	50	\$158.50
4-2935	Dump Truck	\$3.17	52	\$164.84
4-3154	Dump Truck	\$3.17	45	\$142.65
4-2109	4 x 4 Pickup	\$2.02	27	\$54.54
4-2099	Water Truck	\$3.46	25	\$86.50
4-8026	Cleaner/Vac	\$6.92	8	\$55.36
4-7946	Ingersol Compressor	\$2.00	4	\$8.00
4-7065	Tractor	\$3.17	10	\$31.70
4-7869	Cultivator	\$0.15	7	\$1.05
4-7866	Spreader	\$0.15	3	\$0.45
SubTotal:			231	\$703.59

Material	Description	Measure	Rate	Quantity	Cost
Quarry Rock	18 Inch	ton	\$10.7900	510	\$5,502.9000
Lumber	2x6x12	boards	\$6.2351	12	\$74.8212
Lumber	2x6x12	boards	\$5.7892	4	\$23.1568
Stakes	2x2x30	each	\$0.2992	100	\$29.9200
Stakes	2x2x24	each	\$0.2198	50	\$10.9900
Nails	16	box	\$22.8250	1	\$22.8250
Rebar	0.5	each	\$3.4210	4	\$13.6840
CorCrete (6/5/98)	Concrete	yards	\$38.5000	15.5	\$596.7500
CorCrete (6/5/98)	Fibermesh	bags	\$7.0000	7.5	\$52.5000
CorCrete (6/9/98)	Concrete	yards	\$44.5000	6.5	\$289.2500
CorCrete (6/9/98)	Fibermesh	bags	\$7.0000	6	\$42.0000
Lies Ready Mix (6/3/98)	Concrete	yards	\$60.0000	14	\$840.0000
Lies Ready Mix (6/3/98)	Fibermesh	bags	\$7.5000	14	\$105.0000
Allens Concrete (6/10/98)	Concrete	yards	\$62.5000	7.75	\$484.3750
Allens Concrete (6/10/98)	Fibermesh	bags	\$6.0000	8	\$48.0000
D & D Equip. Rental (6/4/98)	Elec. Hammer Drill	per day	\$44.0000	1	\$44.0000
D & D Equip. Rental (6/4/98)	Rotary bit	per day	\$4.0000	1	\$4.0000
K-31 Bromé seed mix	Seed	bags	\$110.0000	15	\$1,650.0000
Sub Total:					\$9,834.1720

Totals for Personnel					12252.1974
Personnel Benefits	(Based on wages x 18.97% + (Health) \$4,541 / 2080 hrs. x labor hours)				\$4,495.4075
Totals for Equipment					\$4,817.2900
Totals for Material					\$9,834.1720

Grand Total:

\$31,399.0669

**TOWN PARC PROJECT
CONCRETE**

Storm Water Maintenance

Personnel	Position	Range	Rate	Hours	Cost
Anderson, Ralph S.	EO-I	617-C	\$9.7590	16	\$156.1440
Brooks, Shane A.	Laborer	616-B	\$8.8259	57	\$503.0763
Crawford, Milton L.	EO-II	619-G	\$13.0334	47	\$612.5698
Deutscher, Darrin W.	EO-II	619-G	\$13.0334	59	\$768.9706
Headrick, Eldon R.	EO-II	619-E	\$11.9777	41	\$491.0857
Johnson, Alan W.	L. Sup. II	622-G	\$14.9934	27	\$404.8218
McCreery, Christopher J.	EO-II	619-E	\$11.9777	47	\$562.9519
McRorey, Kenneth W.	EO-II	619-E	\$11.9777	16	\$191.6432
Miller, Chad O.	Laborer	616-B	\$8.8259	45	\$397.1655
SubTotal:				355	\$4,088.4288

Equipment	Description	Rate	Hours	Cost	
0-2679	1 Ton Truck	\$3.17	50	\$158.50	
4-2935	Dump Truck	\$3.17	49	\$155.33	
4-3154	Dump Truck	\$3.17	45	\$142.65	
4-2109	4 x 4 Pickup	\$2.02	27	\$54.54	
4-2099	Water Truck	\$3.46	25	\$86.50	
4-8026	Cleaner/Vac	\$6.92	8	\$55.36	
4-7946	Ingersol Compressor	\$2.00	4	\$8.00	
SubTotal:				208	\$660.88

Material	Description	Measure	Rate	Quantity	Cost
Lumber	2x6x12	boards	\$6.2351	12	\$74.8212
Lumber	2x6x12	boards	\$5.7892	4	\$23.1568
Stakes	2x2x30	each	\$0.2992	100	\$29.9200
Stakes	2x2x24	each	\$0.2198	50	\$10.9900
Nails	16	box	\$22.8250	1	\$22.8250
Rebar	0.5	each	\$3.4210	4	\$13.6840
CorCreté (6/5/98)	Concrete	yards	\$38.5000	15.5	\$596.7500
CorCreté (6/5/98)	Fibermesh	bags	\$7.0000	7.5	\$52.5000
CorCreté (6/9/98)	Concrete	yards	\$44.5000	6.5	\$289.2500
CorCreté (6/9/98)	Fibermesh	bags	\$7.0000	6	\$42.0000
Lies Ready Mix (6/3/98)	Concrete	yards	\$60.0000	14	\$840.0000
Lies Ready Mix (6/3/98)	Fibermesh	bags	\$7.5000	14	\$105.0000
Allens Concrete (6/10/98)	Concrete	yards	\$62.5000	7.75	\$484.3750
Allens Concrete (6/10/98)	Fibermesh	bags	\$6.0000	8	\$48.0000
D & D Equip. Rental (6/4/98)	Elec. Hammer Drill	per day	\$44.0000	1	\$44.0000
D & D Equip. Rental (6/4/98)	Rotary bit	per day	\$4.0000	1	\$4.0000
Sub Total:					\$2,681.2720

Totals for Personnel					\$4,088.4288
Personnel Benefits	(Based on wages x 19.97% + [Health] \$4,541 / 2080 hrs. x labor hours)				\$1,550.6014
Totals for Equipment					\$660.8800
Totals for Material					\$2,681.2720

Grand Total:

\$8,981.1822

**TOWN PARC PROJECT
EARTHWORK**

Stream Maintenance

Personnel	Position	Range	Rate	Hours	Cost
Anderson, Ralph S.	EO-I	617-C	\$9.7590	22	\$214.6980
Baker, Victor R.	EO-I	617-D	\$10.3391	14	\$144.7474
Gleeson, Shawn M.	L.Sup.II	622-G	\$14.9934	100	\$1,499.3400
Keeling, Michael A.	EO-II	619-G	\$13.0334	54.5	\$710.3203
Marcotte, Bobby G.	EO-III	620-B	\$10.4708	32	\$335.0656
Moore, Ryan	EO-III	620-G	\$13.6494	95	\$1,296.6930
Nickell, Dale L.	EO-III	620-G	\$13.6494	27	\$368.5338
Nye, Steve	EO-III	620-G	\$13.6494	20	\$272.9880
Ornelas, David P.	EO-III	620-G	\$13.6494	44	\$600.5736
Williams, Willie	Laborer	616-B	\$8.8259	12	\$105.9108
Sub Total:				420.5	\$5,548.8705

Equipment	Description	Rate	Hours	Cost	
4-8010	Track Loader	\$14.42	20	\$288.40	
4-8009	Dozer	\$14.42	87	\$1,254.54	
4-5808	Loader	\$3.98	23	\$91.54	
4-5824	Badger	\$4.62	101	\$466.62	
4-2061	Dump Truck	\$4.62	41	\$189.42	
4-2062	Dump Truck	\$4.62	50	\$231.00	
4-2970	Dump Truck	\$4.62	30	\$138.60	
4-2108	4 x 4 Pickup	\$2.02	100	\$202.00	
3-2822	S10 Pickup	\$1.50	88	\$132.00	
4-5709	Grader	\$6.92	16	\$110.72	
4-2398	Truck Tractor	\$4.33	6	\$25.98	
Sub Total:				562	\$3,130.82

Totals for Personnel				\$5,548.8705
Personnel Benefits	(Based on wages x 18.97% + [Health] \$4,541 / 2080 hrs. x labor hours)			\$1,970.6450
Totals for Equipment				\$3,130.8200

Grand Total:

\$10,650.3355

**TOWN PARC PROJECT
RIP RAP**

Stream Maintenance

Personnel	Position	Range	Rate	Hours	Cost
Anderson, Ralph S.	EO-I	617-C	\$9.7590	24	\$234.2160
Baker, Victor R.	EO-I	617-D	\$10.3391	16	\$165.4256
Gleeson, Shawn M.	L. Sup. II	622-G	\$14.9934	24	\$359.8416
Keeling, Michael A.	EO-II	619-G	\$13.0334	20	\$260.6680
Marcotte, Bobby G.	EO-III	620-B	\$10.4708	19	\$198.9452
Nickell, Dale L.	EO-III	620-G	\$13.6494	24	\$327.5856
Nye, Steve	EO-III	620-G	\$13.6494	16	\$218.3904
Williams, Willie	Laborer	616-B	\$8.8259	24	\$211.8216
Sub Total:				167	\$1,976.8940

Equipment	Description	Rate	Hours	Cost	
4-8010	Track Loader	\$14.42	24	\$346.08	
4-5808	Loader	\$3.98	24	\$95.52	
4-5824	Badger	\$4.62	24	\$110.88	
4-2061	Dump Truck	\$4.62	24	\$110.88	
4-2062	Dump Truck	\$4.62	24	\$110.88	
4-2970	Dump Truck	\$4.62	24	\$110.88	
4-2108	4 x 4 Pickup	\$2.02	24	\$48.48	
Sub Total:				168	\$933.60

Material	Description	Measure	Rate	Quantity	Cost
Quarry Rock	18 Inch	ton	\$10.7900	510	\$5,502.9000
Sub Total:					\$5,502.9000

Totals for Personnel					\$1,976.8940
Personnel Benefits	(Based on wages x 18.97% + [Health] \$4,541 / 2080 hrs. x labor hours)				\$739.6067
Totals for Equipment					\$933.6000
Totals for Material					\$5,502.9000

Grand Total:

\$9,153.0007

**TOWN PARC PROJECT
SEEDING**

Stream Maintenance

Personnel	Position	Range	Rate	Hours	Cost
Baker, Victor R.	EO-I	617-D	\$10.3391	14	\$144.7474
Gleeson, Shawn M.	L.Sup.II	622-G	\$14.9934	14	\$209.9076
Keeling, Michael A.	EO-II	619-G	\$13.0334	14	\$182.4676
Williams, Willie	Laborer	616-B	\$8.8259	4	\$35.3036
Crawford, Milton L.	EO-II	619-G	\$13.0334	3	\$39.1002
Miller, Chad O.	Laborer	616-B	\$8.8259	3	\$26.4777
Sub Total:				52	\$638.0041

Equipment	Description	Rate	Hours	Cost	
4-7065	Tractor	\$3.17	10	\$31.70	
4-7869	Cultivator	\$0.15	7	\$1.05	
4-7866	Spreader	\$0.15	3	\$0.45	
4-2108	4 x 4 Pickup	\$2.02	14	\$28.28	
3-2822	S10 Pickup	\$1.50	14	\$21.00	
4-2935	Dump Truck	\$3.17	3	\$9.51	
Sub Total:				51	\$91.99

Material	Description	Measure	Rate	Quantity	Cost
K-31 Brome seed mix	Seed	bags	\$110.0000	15	\$1,650.0000
Sub Total:					\$1,650.0000

Totals for Personnel					\$638.0041
Personnel Benefits	(Based on wages x 18.97% + [Health] \$4.541 / 2080 hrs. x labor hours)				\$234.5544
Totals for Equipment					\$91.9900
Totals for Material					\$1,650.0000

Grand Total:

\$2,614.5485

INTEROFFICE MEMORANDUM

Sensitivity: COMPANY CONFIDENTIAL

Date: 01-Apr-1998 08:32am
From: Larry D. Henry
Dept: Public Works
Tel No: 268-4082

To: Christopher Carrier
CC: Steve Lackey

Subject: FWD: towne parc

Chris, I'm going to let you handle this from here on out. You've explained to me your viewpoint of what is needed, and I agree. The developer should first get you a satisfactory site plan.

If the developer fails to do his part and the City is forced to do the work and bill the development, I would recommend the work be contracted out, and overseen by your people. That way there will be no argument from the developer over the costs, and it will not be taking your people away from their important duties.

However, that's your call.

I'll assist if you need me for something.

INTEROFFICE MEMORANDUM

Sensitivity: COMPANY CONFIDENTIAL
01:27pm

Date: 31-Mar-1998

From: Steve Lackey
Dept: Public Works
Tel No: 268-4422

To: " Larry D. Henry
To: " Christopher Carrier
To: Tim Martz

Subject: towne parc

Can you guys go investigate this again and try to determine the amount of work that will be needed to fix...if the developer does not respond.

INTEROFFICE MEMORANDUM

Sensitivity: COMPANY CONFIDENTIAL
01:44pm

Date: 31-Mar-1998

From: Tim Martz
Dept: Park
Tel No: 268-4222

To: Larry D. Henry
To: Christopher Carrier

Subject: Re: towne parc

I could help w/ figuring seeding cost if this is needed. I will need to know the sq.ft. or acres. (-:

INTEROFFICE MEMORANDUM

Sensitivity: COMPANY CONFIDENTIAL

Date: 13-Mar-1998 08:29am
From: Larry D. Henry
Dept: Public Works
Tel No: 268-4082

To: See Below
Subject: FWD: towne parc

I looked at the site last Friday. It needs to have erosion repairs done all around the lake. There are rills and a few bad erosion ditches coming into the lake.

In the past, the developer has gone in and poured concrete in a couple of the worst erosion areas. They have just slobbered it in, with no formwork or finishing of the concrete. It essentially looks like areas of concrete spills. This just caused the drainage to wash around the concrete and erode around the side. There are two areas like this.

Last Friday the developer brought in more concrete to fill the latest wash. I looked at it Friday evening, and he basically did more of the same. A property owner met me out there, and said he was not satisfied with this, I agreed.

I told him the City would send the responsible party a letter giving them 30 days to properly repair the site. If they don't do it, the City could move in and repair it at owners expense.

There seems to be some question as to who the responsible party. The property is apparently owned by the U.S. Govt., and the Park Dept. had them scheduled to come in at one time and fix it. But the weather stopped them and now they have dropped it. It appears the developer has been the one slobbering concrete in the holes. I don't know if it has been a convenient wash-out site for concrete trucks or they think they are doing their part to "repair" the erosion in this manner. They are not helping anything.

What needs to be done is to regrade the area, remove the slobbered concrete, reshape the swales, and put in erosion protection in these drainage areas (either rip rap or a concrete flume).

This will take a lot of work, and needs to be given some thought and design, rather than the haphazard treatment it has gotten so far.

Can Engineering check the file and find out who is responsible to maintain this? Then it is something Storm Water should coordinate.

Distribution:

To: Steve Lackey
CC: Anthony DeCicco
CC: Tim Martz
CC: Christopher Carrier
CC: Bob Jennings
CC: Mike Lindebak

INTEROFFICE MEMORANDUM

07:03am

Date: 13-Mar-1998

From: Steve Lackey

Dept: Public Works

Tel No: 268-4422

Subject: towne parc

Will you check this out and see what it looks like? The Manager is inquiring.

INTEROFFICE MEMORANDUM

Sensitivity: COMPANY CONFIDENTIAL
09:48am

Date: 06-Mar-1998

From: Steve Lackey
Dept: Public Works
Tel No: 268-4422

To: Bob Jennings
To: Tim Martz
CC: Christopher Carrier
CC: Douglas J. Moshier

Subject: Towne Parc

Go estimate the amount of work needed to do and send me the cost estimate and manpower needed.

Work to be done by SWS U crews and equipment, not Flood control crews or equipment. If you need to rent, so be it.

Tim, if Park can do this work, they should. I don't want to have to pull our crews if you have men and equipment since Mr. Smith initiated this. Also, are you going to leave the Park equipment there? If not, estimate that removal too.

INTEROFFICE MEMORANDUM

Sensitivity: COMPANY CONFIDENTIAL
01:59pm

Date: 05-Mar-1998

From: Tim Martz
Dept: Park
Tel No: 268-4222

To: Christopher Carrier
To: Tim Vanatta
CC: Steve Lackey
CC: Bob Jennings

Subject: Re: Town Parc Repairs

We have had no discussion w/ Chris on this issue. The condition has not changed much over the last few years, so I think waiting another month would not be a problem. But this is CM call. I have not see that CM has responded to Doug's caution to hold off on any planned work.

INTEROFFICE MEMORANDUM

Sensitivity: COMPANY CONFIDENTIAL
01:54pm

Date: 05-Mar-1998

From: Tim Martz
Dept: Park
Tel No: 268-4222

To: Christopher Carrier
CC: Larry Hoetmer
CC: Douglas J. Moshier
CC: Steve Lackey
CC: Tim Vanatta

Subject: Re: FWD: Town Parc Drainage Pond

I would check w/ Doug Moshier on this.

The work that needs to be done is grading and elimination of the large ruts created by erosion and then seeding of those disturbed areas. Removal of the concrete that was left by contractors during construction of the development. I think this is all and this can be verified by a field visit to the site.

Do you want me to send the letter or will you? I'm not familiar with what needs to be done to the pond. If you want me to do the letter, I need a list of what we want the developer to do. Let me know.

INTEROFFICE MEMORANDUM

Sensitivity: COMPANY CONFIDENTIAL

01:47pm

Carrier

Date: 05-Mar-1998

From: Christopher

Dept: Public Works

Tel No: 268-4498

To: Tim Martz
To: Tim Vanatta
CC: Steve Lackey
CC: Bob Jennings

Subject: Town Parc Repairs

It sounds like the Manager wants us to take care of this problem no matter whose responsibility it may be. He specifically said fix it and keep track of cost so we can get with legal to try to recover it. So - I question if he will be at all happy with the letter approach. Have you discussed it with him since he sent the EM? Please let me know. Thanks.

INTEROFFICE MEMORANDUM

10:34am

Date: 05-Mar-1998

From: Douglas J. Moshier

Dept: Law

Tel No: 4681

Subject: Town Parc Drainage Pond

Hold up on the repairs right now!!!

I'm sorry that in the rush to evaluate this I didn't sit down and finish reading the Restrictive Covenant that obligates the developer (I.T.J. Investments, Inc.) to maintain the pond.

That agreement also obligates the City (the appropriate governing body) to provide I.T.J. written notice of the problem and 30 days to initiate corrective action.

We need to get a letter out to I.T.J. setting out the maintenance that is required and a demand that he initiate the work within 30 days from the date of the notice. We should also put in the letter that if he fails to initiate the corrective action the City will do the work and seek recovery of the costs of the work from I.T.J.

I have determined from talking with Vicki Huang that this drainage pond was constructed as a detention area as a condition of the approval of the plat for Town Parc. It exists solely to serve the drainage from this subdivision. The argument about who "owns" the pond is irrelevant in light of the Restrictive Covenant and the reason for its existence. The land on which the pond sits is owned by the federal government. It has granted the City an easement to construct the pond. While the City has right to go on the easement for purposes of maintenance, so does the developer. The developer, on behalf of the residents of the subdivision, has agreed to be obligated to maintain the pond. This only makes sense inasmuch as it was built solely to serve the drainage needs of the development.

INTEROFFICE MEMORANDUM

Sensitivity: COMPANY CONFIDENTIAL
09:56am

Date: 05-Mar-1998

From: Tim Martz
Dept: Park
Tel.No: .268-4222

To: Christopher Carrier
To: Bob Jennings
CC: Tim Vanatta
CC: Steve Lackey
CC: Larry D. Henry

Subject: FWD: Town Parc repairs

I know that Bob is familiar w/ this situation and believe that he has the resources to take care of the complaints. Could we meet down at the site soon and develop an action plan?

INTEROFFICE MEMORANDUM

08:51am

Date: 05-Mar-1998

From: Chris Cherches

Dept: City Manager

Tel No: 268-4351

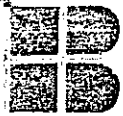
Subject: Town Parc repairs

"Guys, can you work together today and tomorrow and address the problems at this location - near Pawnee and Rock, I believe?"

I know it is not our direct responsibility, albeit we made it like a park...but it will take time to fight with the developer and now that we are aware of hazards, we need to address.

I would like you to get this area fixed, keeping record of the time and cost to make repairs...and legal will go after the developer for reimbursement.

Can you get to this today? thank you.-



BAUGHMAN COMPANY, P.A.

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

**CONFIRMATION
MEMO**

PROJECT Towne Parc 4th Addition SWS

DATE March 5, 1992

JOB NO. _____

COPIES TO:

TO Vicky Huang

FROM Tom Ruggles

REFERENCE McConnell AFB Easement

I have been advised by McConnell staff that the easement should be routed through McConnell AFB after being signed by the City. Please forward to the address below:

*Sand
Signed
Document
to*

Sandy Kurt
Realty Officer
384 SPTG/DEER
McConnell AFB
Wichita KS 67221



DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
700 FEDERAL BUILDING
KANSAS CITY, MISSOURI 64106-2896

REPLY TO
ATTENTION OF:

May 7, 1991

Management and Disposal Branch

IMMEDIATE RIGHT-OF-ENTRY
No. DACA41-3-91-531

SUBJECT: McConnell Air Force Base, Kansas; Proposed Easement
No. DACA41-2-91-532

Mr. Michael Lindebak
Department of Public Works
Engineering Division
City Hall - 7th Floor
455 North Main Street
Wichita, Kansas 67202

Dear Mr. Lindebak:

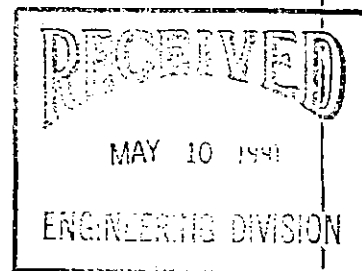
Enclosed is a copy of Proposed Easement No. DACA41-2-91-532 for right-of-way for construction, use, operation, maintenance and/or repair of a storm water detention pond located within McConnell Air Force Base, Kansas. This right-of-entry is subject to the provisions and conditions of Proposed Easement No. DACA41-2-91-532, and other special conditions which the Government may determine and incorporate in the final easement as are reasonable and proper to protect its interest. This right-of-entry will, when accepted on behalf of the City of Wichita, Kansas, remain in effect pending execution of the easement.

If the proposed easement and the right-of-entry are acceptable, please so state and have the appropriate official of your organization date and sign one copy of this letter. Please have someone, other than the individual that signed this letter, complete, date, and sign all copies of the Certificate of Authority. Please forward all documentation to this office. If changes are made, a final draft of the easement will be furnished for your approval. If no changes are made, an executed copy of the easement will be furnished for your files at a later date.

Sincerely,

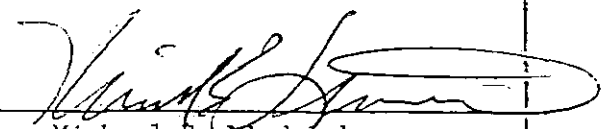
James V. Simms
Chief, Real Estate Division

Enclosures



Because of the urgency requiring the City of Wichita to proceed in advance of completion of negotiation, processing, execution, and delivery of the formal instrument, the City of Wichita further agrees to accept and be bound in the formal instrument to such other special conditions which the Government may determine and incorporate therein, as is reasonable and proper to protect its interests.

City of Wichita, Kansas

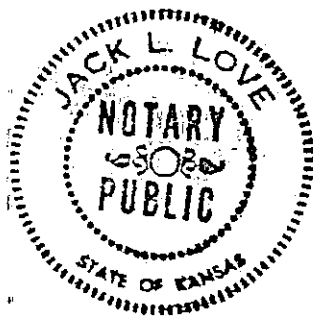
BY: 
Michael E. Lindebak
TITLE: City Engineer

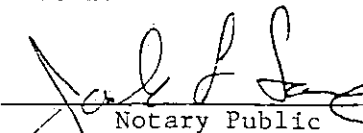
STATE OF KANSAS)
SEDGWICK COUNTY) ss

BE IT REMEMBERED, That on this 6th day of March, 1992 came
Michael E. Lindebak

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 official seal the day and year last above written.




Notary Public
My Commission Expires: 12/14/94

DEPARTMENT OF THE AIR FORCE
EASEMENT FOR RIGHT OF WAY
(PIPE LINE)

ON MCCONNELL AIR FORCE BASE, KANSAS

DACA41-2-91-532

THE SECRETARY OF THE AIR FORCE, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interest of the United States in the property affected thereby, hereby grants to the City of Wichita, Kansas, with principal office at City Hall, 455 North Main Street, Wichita, Kansas 67202,

hereinafter designated as the grantee, for a period not exceeding
() years from the date hereof, an easement for a right of way for

an easement in perpetuity, but revocable at will by the Secretary or duly authorized representative;

over, across, in and upon land of the United States at the location shown in red on Exhibit "A" attached hereto and made a part hereof, and more particularly described as follows:

The north 605 feet of the west 240 feet of the NW1/4 of the SE1/4 of Section 5, Township 28 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas.

And also, the south 30' of the north 145' of the east 80' of the SW1/4 of Sec. 5, Township 28 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas.

THIS EASEMENT is granted subject to the following conditions:

1. The grantee shall pay to the United States compensation in the amount of (\$) per annum, payable in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to

2. The installation and/or operation and maintenance of said ^{pond} ~~line~~ shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer of the Air Force having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.

3. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such ^{reasonable} rules and regulations as the said officer may from time to time prescribe.

4. The grantee shall supervise the said ^{pond} ~~line~~ and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. ~~Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.~~

5. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said ~~line~~.

9. That the grantee shall furnish through said ^{pond} ~~line~~ such service as may be required from time to time for governmental purposes on said land, provided that payment for all such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

10. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said ~~line~~ shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

11. This easement may be terminated by the Secretary of the Air Force upon reasonable notice to the grantee if the Secretary of the Air Force shall determine that the right of way

hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Air Force for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Air Force may indicate, remove the said pond from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said pond and so restore the premises, the United States shall have the option either to take over the said pond as the property of the United States, without compensation therefor, or to remove the said pond and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

~~This easement is not subject to Title 10, United States Code, Section 2662.~~

~~IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Air Force this~~ ^{direction} ~~day of~~ ^{, 49}

15. That the grantee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances and regulations of the state, county and municipality wherein the premises are located.

16. That the licensee shall not discriminate against any person or persons because of race, color, religion, sex, age, handicap, or national origin in the conduct of its operations hereunder. The licensee by acceptance of this license hereby gives assurance that the licensee will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 United States Code Section 2000d); the Rehabilitation Act of 1973, as amended (29 United States Code Section 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 Combined Federal Register Part 300) issued as Department of Defense Directive 5500.11, December 28, 1964. This assurance shall be binding on the licensee, the licensee's agents, successors, transferees, sublessees and assignees.

17. That the grantee shall not unlawfully pollute the air, ground, or water or create a public nuisance. The grantee shall at no cost to the United States promptly comply with present and future Federal, state and local laws, ordinances, regulations, or instructions controlling the quality of the environment. This does not affect the grantee's right to contest their validity or enjoin their applicability.

18. That the grantee will use all reasonable means available to protect the environment and natural resources from damage arising from this easement of activities incident to it, and where damage nonetheless occurs, the grantee shall be liable to restore the damaged resources.

19. That if the grantee discovers military contamination on the premises, the grantee shall immediately stop work and request guidance from said officer before proceeding.

20. That the grantee shall comply with the Solid Waste Disposal Act of 1966, as amended, (42 United States Code 6901, et. seq.) and Executive Order 12088, Federal Compliance with Pollution Control Standard (1978). The disposal of hazardous waste within the easement area is specifically PROHIBITED. The storage or disposal of non-Department of Defense owned toxic or hazardous materials within the easement area is specifically PROHIBITED.

21. That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

22. The grantee shall be responsible for maintenance and repair, snow removal, grass cutting, vegetation control, and other services in relation to the use and maintenance of the property.

23. The facilities will not be used to house other commercial enterprises or government instrumentalities.

24. All portions of the granted property shall at all times be protected and maintained in good order and condition by and at the expense of the grantee.

25. The grantee shall neither transfer nor assign this easement or any property on the demised premises, not sublet the demised premises or any part thereof or any property thereon, not grant any interest, privilege, or permit whatsoever in connection with this easement without permission in writing from the "said officer".

Prior to execution of this easement, the granting clause and Conditions 2, 3, 4, 8, 9, 10, and 12 were modified, Conditions 1, 10, and 11, were deleted and 15 through 25 were added on pages 4 and 5, which are attached hereto and by this reference made a part hereof.

This easement is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 1991, by authority of the Secretary of the Air Force.

JAMES V. SIMMS
Chief, Real Estate Division

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this ____ day of _____, 1991, before me, a Notary Public, in and for said county, personally came Mr. James V. Simms, who is personally known to be the identical person whose name is affixed to the above instrument, by Authority of the Secretary of the Air Force, and he acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of the United States.

Witness my hand and notarial seal the date last aforesaid.

My commission expires on the ____ day of _____, 199__.

RESTRICTIVE COVENANT

THIS DECLARATION made this 22nd day of January, 1992, by I.T.J. Investments, Inc., hereinafter called Declarant,

WITNESSETH

WHEREAS, the Declarant is the owner of the following described property:

Dns Esmnt Along Pond →

The east 64 feet of the west 304 feet of the north 500 feet of the S.E.1/4 of Section 5, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; hereinafter to be called TRACT "A";

and,

WHEREAS, TRACT "A" abuts the following described property:

Pond →

The north 605 feet of the west 240 feet of the N.W. 1/4 of the S.E.1/4 of aforesaid Section 5; hereinafter to be called TRACT "B";

and,

WHEREAS, TRACTS "A" and "B" have been designated as easements for drainage purposes, by separate instruments;

and,

WHEREAS, the declarant is desirous that various provisions for the maintenance and responsibility for the maintenance of TRACTS "A" and "B" be placed of record.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That the Declarant, at its sole cost and expense, shall maintain TRACTS "A" and "B", including but not limited to debris removal.
2. That it hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon TRACTS "A" and "B", for the purpose of maintaining said areas. This easement is conditioned upon the following event or events occurring:

A. That the Declarant has failed to maintain said areas in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant and the Declarant has not responded in initiating corrective action within 30 days of such notice.

If the governing body has taken action to maintain said areas under this covenant, the Declarant shall pay promptly the costs expended. If the costs are not paid within 30 days of the rendering of an account, the costs shall be considered an assessment against TRACT "A" and shall be considered a lien thereon and be treated in the same manner as a special assessment.

Set up this way as covenants against Declarant

This covenant shall be binding on the owners, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to TRACT "A". This covenant shall remain in effect until the owner of TRACT "A" has been notified in writing by the appropriate governing body that maintenance responsibility has been assumed by that governing body.

EXECUTED the day and year first above written.

I.T.J. Investments, Inc.

By Irma N. Jacoby
Irma N. Jacoby

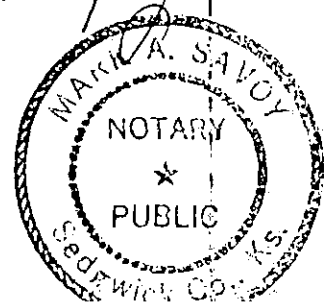
STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this 22nd day of January, 1992, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Irma N. Jacoby, President of I.T.J. Investments, Inc., personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Mark A. Savoy
Mark A. Savoy

(My commission expires: 16 May 1992)



DRAINAGE EASEMENT

THIS EASEMENT made this 17th day of September, 1993,
by and between Bernard and Betty Novick of
the first 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 consid-
eration, 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:

An easement 64 feet wide being 32 feet to the right and left of
the following described center line:

Commencing at the N.W. Corner of the SE $\frac{1}{4}$ of Sec. 5, Twp. 28-S,
R-2-E of the 6th P.M., Sedgwick County, Kansas; thence east
along the north line of said SE $\frac{1}{4}$, 930 feet; thence south paral-
lel with the west line of said SE $\frac{1}{4}$, 127.05 feet; thence west
at right angles to the last described line, 18 feet; thence
south parallel with the west line of said SE $\frac{1}{4}$, 32 feet for a
place of beginning; thence east at right angles to the last
described line, 543.25 feet more or less to the intersection
with the centerline of an existing 40 foot drainage easement as
established at Film 1228, Page 627.

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.

Bernard Novick

Bernard Novick

Betty Novick

Betty Novick

City of Wichita)
Sedgwick County) SS
State of Kansas)

The foregoing instrument was acknowledged before me this
17th day of September, 19 93
(Date)

by Bernard Novick
Betty Novick

Seal or Stamp

Philip J. Meyer, Notary Public
(signature of notary officer)

My appointment expires: May 5, 19 97

DRAINAGE EASEMENT

THIS EASEMENT made this 17th day of September, 19 93,
by and between Bernard and Betty Novick of
the first 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, maintaining and repairing a drainage system, over, along and under the following described real estate situated in Sedgwick County, Kansas; to wit:

An easement 64 feet wide being 32 feet to the right and left of the following described center line:

Commencing at the N.W. Corner of the SE $\frac{1}{4}$ of Sec. 5, Twp. 28-S, R-2-E of the 6th P.M., Sedgwick County, Kansas; thence east along the north line of said SE $\frac{1}{4}$, 240 feet; thence south parallel with the west line of said SE $\frac{1}{4}$, 1015.17 feet more or less to a point 310 feet north of the south line of the NW $\frac{1}{4}$ of said SE $\frac{1}{4}$; thence west parallel with the south line of the NW $\frac{1}{4}$ of said SE $\frac{1}{4}$, 105 feet; thence south parallel with the west line of said SE $\frac{1}{4}$, 310 feet to a point on the south line of the NW $\frac{1}{4}$ of said SE $\frac{1}{4}$; thence east along the south line of the NW $\frac{1}{4}$ of said SE $\frac{1}{4}$, 578.01 feet; thence north parallel with the west line of said SE $\frac{1}{4}$, 292.97 feet for a place of beginning; thence east at right angles to the last described line, 261.24 feet; thence north-easterly with a deflection angle to the left of 15°00'00", 1648.79 feet more or less to the intersection with the centerline of an existing 40 foot drainage easement as established at Film 1228,

And said second party is hereby granted the right to enter Page 627.

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.

Bernard Novick

Bernard Novick

Betty Novick

Betty Novick

City of Wichita)
Sedgwick County) SS
State of Kansas)

The foregoing instrument was acknowledged before me this
17th Day of September, 1993
(Date)

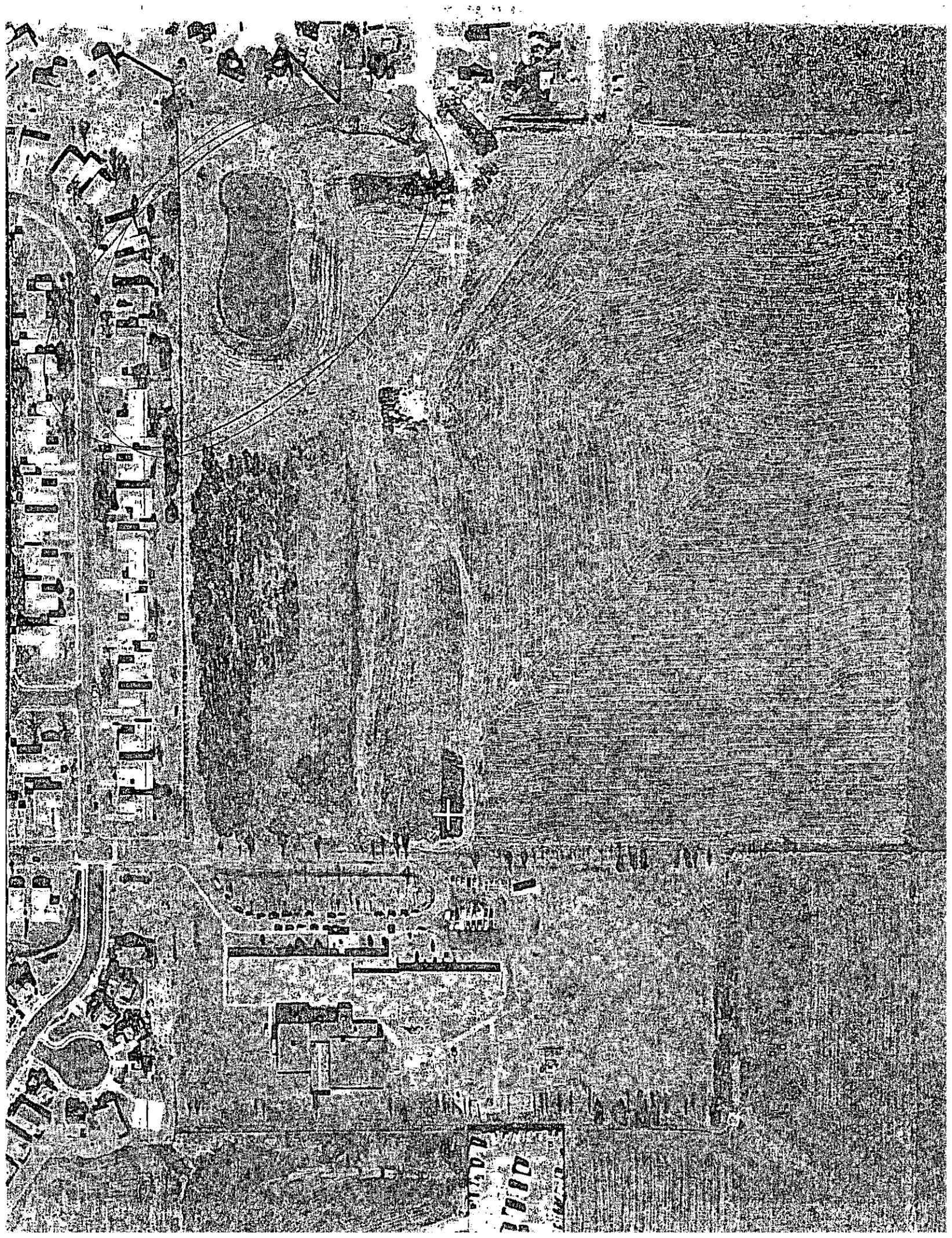
by Bernard Novick

Betty Novick

Seal or Stamp

Philip J. Meyer, Notary Public
(signature of notary officer)

My appointment expires: May 5, 1997



S.E. 1/4

SEC. 5

