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DRAINAGE AGREEMENT

WHEREAS, the undersigned Cherry Creek Development, Inc. are the owners of real property in the SW1/4 Section 33, T.27S., R.2E. of the Sixth P.M., Sedgwick County, Kansas, and

WHEREAS, it is desirable to create a private drainage easement to allow approximately the east 1000 feet of Lot 1, Block 1, Christ Community Church Addition to drain stormwater to the drainage right-of-way adjacent to the north line of said SW Quarter.

NOW, THEREFORE, the above mentioned owners do hereby grant and convey to the current or future owners of the east 1000 feet of Lot 1, Block 1, Christ Community Church Addition 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 tract of land to wit:

A temporary easement for drainage over and across the NE1/4 SW1/4 Section 33, T.27S., R.2E., Sedgwick County, Kansas, except that portion platted as Christ Community Church Addition, more particularly described as:

A tract of land fifty (50) feet in width lying right (westerly) of the following described line:

Beginning at a point on the north line of said SW1/4 lying 340 feet west of the northeast corner of said SW1/4; thence south parallel to and 340 feet west of the east line of said SW1/4 a distance of 200 feet; thence southwesterly to a point on the east line and sixty feet south of the northeast corner of Lot 1, Block 1, Christ Community Church Addition, said point being the point of ending.

The undersigned agrees that the drainage flow rate discharged from Christ Community Church Addition across the east line thereof from the design storm having a probability of exceeding one percent shall not exceed that for agricultural, undeveloped condition;

FURTHER; the current or future owners of the NE1/4 SW1/4 Section 33, T.27S., R.2E. shall develop and maintain said property in such a manner as not to impede the flow of drainage as described above from said Christ Community Church Addition.

FURTHERMORE; if drainage from the above described real property requires the installation of a storm water sewer system, Christ Community Church Addition shall be responsible for its appropriate share of the cost of the improvements, as determined by the City Engineer.

Drainage Easement
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This grant of temporary easement shall run with the land and shall be binding on and inure to the benefit of the parties hereto, their successors or assigns, until such time that the NE1/4 SW1/4 of Section 33, T.27S., R.2E. is platted and permanent drainage easements or floodways are granted.

Executed this 21 day of DECEMBER, 1994.

Cherry Creek Development, Inc.

By: Clifford A. Nies
Clifford A. Nies
Title: President

Christ Community Church-United Methodist

By: John Hanson
John Hanson
Title: Chairman of the Board of Trustees

STATE OF KANSAS)
)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 21st day of DECEMBER, 1994, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Clifford A. Nies, President, Cherry Creek Development, Inc. personally known to me to be the same person whom executed the instrument and that such person is duly authorized by the corporation to sign on its behalf and said instrument is the free and voluntary act and deed of said corporation.

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

Notary Public

Philip J. Meyer

PHILIP J. MEYER



(My commission expires: 5/5/97)

STATE OF KANSAS)
)
) SS
COUNTY OF SEDGWICK)

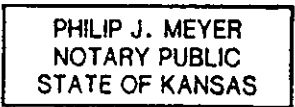
BE IT REMEMBERED, that on this 21st day of DECEMBER, 1994, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John Hanson, Chairman of the Board of Trustees, Christ Community Church-United Methodist personally known to me to be the same person whom executed the instrument and that such person is duly authorized by the church to sign on its behalf.

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

Notary Public

Philip J. Meyer

PHILIP J. MEYER



(My commission expires: 5/5/97)