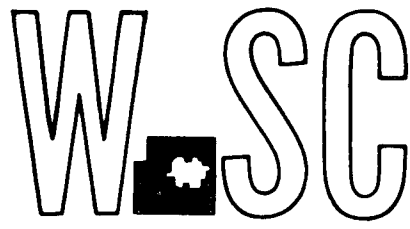
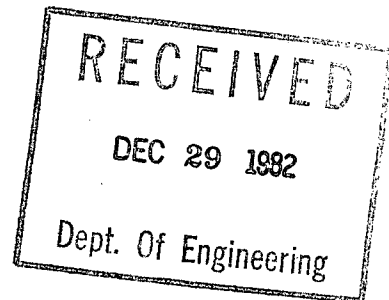


WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT
CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561



December 23, 1982

Poe and Associates of Kansas, Inc.
1720 E. Morris
Wichita, Kansas 67211

Re: S/D 82-54 - Preliminary plat of Burlington Northern
Industrial Center

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, December 23, 1982, 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:

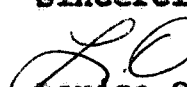
- A. The applicant shall guarantee the paving of Ohio from 29th Street to 33rd Street and shall guarantee the paving of the cul-de-sacs terminating 33rd and 35th Streets.
- B. The cul-de-sac shall be designed as "33rd Street Circle" and "35th Street Circle."
- C. The applicant shall guarantee the extension of sanitary sewer to serve each lot.
- D. The applicant shall guarantee the extension of City water to serve each lot.
- E. The private drainage easement along the east side of the plat shall be granted by separate instrument. The construction and maintenance responsibilities shall be specified in the document.
- F. The applicant shall guarantee the construction of all drainage improvements required for development of this property.
- G. Any blanket easements existing on this property shall be released prior to recording of the final plat.
- H. It is recommended that access to 37th Street from Lot 6, Block 2 be limited to two openings within the west 318.7 feet. Complete access control shall be granted across the east 200 feet of the north line of Lot 6.

- I. Any public streets or public utility easements which were acquired by any means other than platting, will need to be vacated by separate application unless they are to remain on this new plat. (E.G., 33rd Street west of Ohio will need to be vacated by separate application).
- J. The existing 20-foot K.G. and E. easement generally located between Lots 4 and 5 in Block 2 shall be shown on the final plat. A 20-foot easement parallel and adjacent to I-135 shall be granted to K.G. and E. from the south line of 37th Street south to the north end of their existing easement.
- K. K. G. and E. requests that the 5-foot easement east of the City of Wichita's drainage easement in Block 1 be increased to 10 feet.
- L. The entire existing right-of-way for 33rd Street west of Ohio shall be retained as a utility easement when the street is vacated.
- M. The applicant shall obtain by separate instrument the west half of the railroad easement north of 33rd Street.
- N. 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.
- O. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

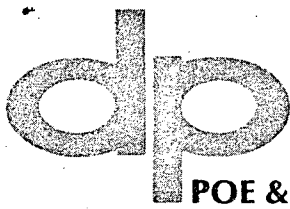
Enclosed herewith is the "marked" copy of the preliminary plat for your information and files.

If you should have any questions concerning this matter, please call.

Sincerely,


Louise Olivarez
Senior Planner

LO:bh
cc: Mr. William R. Hessi, Jr., Regional Manager, Industrial
Development, Burlington Northern Railroad, 906 Olive
St., St. Louis, Missouri 63101
x Mike Lindebak, City Engineering



POE & ASSOCIATES
OF KANSAS, INC.
1720 East Morris, Suite 101, 67211
P.O. Box 11185
Wichita, Kansas 67202

CONSULTING ENGINEERS
(316) 262-1497

May 23, 1983

RECEIVED
MAY 26 1983
METROPOLITAN PLANNING
ROUTE Route

Ms. Louise Olivarez
Senior Planner
Metropolitan Area Planning Department
455 North Main
Wichita, Kansas 67202

Re: Burlington Northern Industrial Center

Dear Louise:

I have enclosed two copies of the final plat of this addition for City Staff review prior to submitting it to the subdivision committee. Some of the information on the plat is different than what is usually shown and for that reason I would appreciate opinions on the following items.

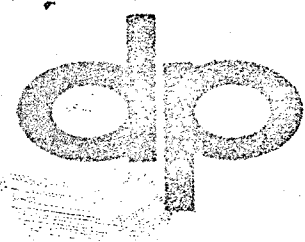
1. The north line of Lot 4 is a common property line with Bridgeport 3rd Addition which is platted with the same assumed bearings that we have shown. These bearings differ from those used in condemnation tract descriptions and are so noted on the face of the plat.
2. The outlot and the 20' railroad and drainage easements will be for the construction of a railroad lead track.
3. Burlington Northern has requested that the following wording be added to the platters text.

Clarkland, Inc. hereby reserves unto itself, its successors and assigns, the perpetual right to construct, maintain, use, operate, relocate, reconstruct and renew such trackage and other facilities of Clarkland, Inc., its successors and assigns, as it may at any

He

MS

Plat 6-7-83. One copy of plat to be submitted to the City Staff for review. The outlot and drainage easements are shown on the plat.



Ms. Louise Olivarez

-2-

May 23, 1983

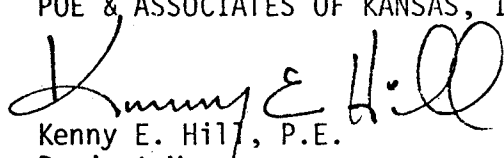
time and from time to time desire within streets, easement areas and public places all as shown hereon including said areas for perpetual easements for slopes, cuts and fills over the private property abutting, including railroad easement areas and the rights herein reserved shall be and remain superior to the rights of any and all others, including but not limited to utility companies and/or their designees, who may hereafter occupy said streets, easement areas, and public places, including said areas for perpetual easement for slopes, cuts and fills over private property abutting, including said railroad track easement areas, or which may extend its or their facilities over, under, across or through the same.

If such facilities of others occupying said streets, easement areas and public places, including said areas for perpetual easements for slopes, cuts and fills over private property abutting, including said railroad track easement areas require encasement or any other protection by reason of the existence and operation of any such trackage or other facilities of Clarkland, Inc., its successors and assigns, such protection shall be provided pursuant to specifications of Clarkland, Inc., its successors and assigns, and the work will be done by said any and all others at its or their sole cost, liability and expense.

Please inform me of any comments that you, or others with the City, have about any of these items.

Sincerely,

POE & ASSOCIATES OF KANSAS, INC.

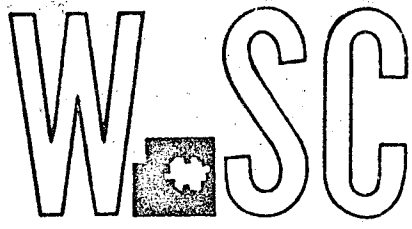

Kenny E. Hill, P.E.
Project Manager

KEH:crb

Encl.

cc: F.S. Wagner
R.H. Brokopp

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION
CITY HALL - TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561



March 2, 1984

Poe & Associates of Kansas, Inc.
P.O. Box 11185
Wichita, Ks. 67202

Re: S/D 82-54 - Final plat of Burlington Northern Industrial
Center

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission March 1, 1984, 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 paving of Ohio Street from 29th Street to the north line of this plat.
- B. The applicant shall guarantee the extension of sanitary sewer to serve each lot.
- C. The applicant shall guarantee the extension of City water to serve each lot.
- D. The applicant's drainage plan has been approved subject to the final plat tracing indicating the drainage easements between Lots 2 and 3 as private drainage easements. Appropriate reference shall be made to these private easements in the plattor's text.
- E. If any improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- F. The applicant shall provide proof, by copy of the pipeline easement agreement or by letter from Derby Refining Company, that the pipeline easement as shown on the plat is correct, that no building setbacks from the pipeline or easement are required, and that public roads, utilities and railroad tracks are allowed to cross this pipeline. Any lowering, relocation or encasement of the pipeline required by development of this property will be without cost to the City.

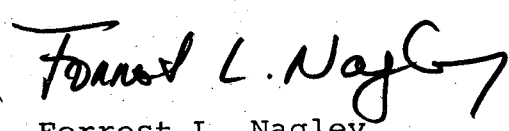
- G. A permit from the City will be required for a railroad spur track to cross Ohio Street. Proposed wording in the plat's text regarding the applicant's right to utilize streets and easements for railroad crossing purposes must be approved by the City's legal staff. A copy of this plat has been submitted to them for review.
- H. The final plat tracing shall indicate a utility easement for sanitary sewer within the building setback from Ohio Avenue. (Off-site utility easements may need to be granted by separate instrument in order to provide for stub sanitary sewer extensions under Ohio Avenue to the east).
- I. The final plat tracing shall indicate the existing Gas Company easement on this property. The applicant shall meet with the Gas Service Company in order to locate the high pressure gas line. Any lowering, relocation, or encasement of this line shall be at the applicant's expense.
- J. 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. 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 March 8, 1984, at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,



Forrest L. Nagley
Junior Planner

FLN:bh

cc: ~~X~~ Burlington Northern Railroad, Atten: Fred Wagner, Ind.
Development Representative
3253 Chestnut Expressway
Springfield, Mo. 65802

~~X~~ Mike Lindebak, City Engineer

S/D No. 82-54 Name Burlington Northern Industrial Center
 Date Application Rec'd. 9-15-82 Preliminary Approval
 Scheduled S/D Meeting 12-23-82

DESCRIPTION

General Location Between 29th and 37th Streets North in an area west of Interstate 135
 Owner Burlington Northern Railroad
 Surveyor/Engineer Poe and Associates of Kansas, Inc.
 Address P.O. Box 11185, Wichita, Ks Zip Code 67202 Phone 262-1497

1. Gross Acreage of Plat	<u>140 ac.</u>	7. Lineal Feet of New Street	
2. Number of Lots :		a. <u>70</u> R/W <u>2640</u> ft.	
Residential		b. _____ R/W _____ ft.	
Commercial		c. _____ R/W _____ ft.	
Industrial	<u>10</u>	d. _____ R/W _____ ft.	
Other		e. _____ R/W _____ ft.	
Total Number of Lots	<u>10</u>	TOTAL	<u>2640</u> ft.
3. Minimum Lot Frontage	<u>300 ft.</u>	8. Sidewalk adjacent to all streets	<u>yes X no</u>
4. Minimum Lot Area	<u>2.2 acres</u>		
5. Existing Zoning	<u>F</u>		
6. Proposed Zoning	<u>F</u>		

9. Is public water available X Yes _____ No, Name City of Wichita
 10. Is sanitary sewer available X Yes _____ No, Name City of Wichita
 11. Has Health Dept. approval been obtained (where applicable) Yes _____ No _____
 12. City of Wichita X 3-Mile Area _____ Outside of 3-Mile Area _____

STAFF COMMENTS:

- A. The applicant shall guarantee the paving of Ohio from 29th Street to 33rd Street and shall guarantee the paving of the cul-de-sacs terminating 33rd and 35th Streets.
- B. The cul-de-sacs shall be designed as "33rd Street Circle" and "35th Street Circle."
- C. The applicant shall guarantee the extension of sanitary sewer to serve each lot.
- D. The applicant shall guarantee the extension of City water to serve each lot.
- E. The representative from City Engineering shall be prepared to comment on the applicant's drainage concept. If approved generally as submitted, the private drainage easement along the east side of the plat shall be granted by separate instrument. The construction and maintenance responsibilities shall be specified in the document.
- F. The applicant shall guarantee construction of all drainage improvements required for development of this property.
- G. Any blanket easements existing on this property shall be released prior to recording of the final plat.
- H. Prior to filing a final plat on Lot 6, Block 2, the applicant's agent shall meet with the City Traffic Engineer to discuss the number and location of access points on 37th Street North.
- I. Any public streets or public utility easements which were acquired by any means other than platting, will need to be vacated by separate application unless they are to remain on this new plat. (E.g., 33rd Street west of Ohio will need to be vacated by separate application).
- J. The proposed 50-foot-wide railroad track easement north of 33rd Street Circle is indicated as being half on this plat and half on the Bridgeport Third plat. The half on the Bridgeport plat would overlap a platted 10-foot general utility easement. The representatives of the utility companies should be prepared to discuss this matter at the meeting. In order for this railroad track alignment to be approved as proposed,

(Over)

there needs to be some assurance that the west half of the easement can be obtained and there is no conflict with the platted utility easement.

- K. 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.
- L. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

S/D No. 82-54 Name Burlington Northern Industrial Center
Date Application Rec'd. 9-15-82 Preliminary Approval 12-23-82
Scheduled S/D Meeting 3-1-84

DESCRIPTION

General Location West side of Ohio Street in an area north of 29th St. North
Owner Burlington Northern Railroad
Surveyor/Engineer Poe & Associates of Kansas, Inc.
Address P.O.Box 11185, Wichita, Ks. Zip Code 67202 Phone 262-1497

1. Gross Acreage of Plat <u>33.5 ac</u>	7. Lineal Feet of New Street
2. Number of Lots :	a. <u>70</u> R/W <u>2640</u> ft.
Residential _____	b. _____ R/W _____ ft.
Commercial _____	c. _____ R/W _____ ft.
Industrial <u>4</u>	d. _____ R/W _____ ft.
Other _____	e. _____ R/W _____ ft.
Total Number of Lots <u>4</u>	TOTAL <u>2640</u> ft.
3. Minimum Lot Frontage <u>288</u> ft.	8. Sidewalk adjacent to all streets <u>yes</u> <u>x</u> no
4. Minimum Lot Area <u>5.39</u> acres	
5. Existing Zoning <u>F</u>	
6. Proposed Zoning <u>F</u>	

9. Is public water available X Yes _____ No, Name City of Wichita
10. Is sanitary sewer available X Yes _____ No, Name City of Wichita
11. Has Health Dept. approval been obtained (where applicable) Yes No
12. City of Wichita X 3-Mile Area _____ Outside of 3-Mile Area _____

STAFF COMMENTS:

- NOTE: This 4-lot 33-acre final plat is only a portion of the 140-acre preliminary plat reviewed by the Sub-division Committee 12-23-82.
- A. The applicant shall guarantee the paving of Ohio Street from 29th Street to the north line of this plat.
 - B. The applicant shall guarantee the extension of sanitary sewer to serve each lot.
 - C. The applicant shall guarantee the extension of City water to serve each lot.
 - D. The City Engineer's representative shall be prepared to comment on the drainage plan for this property and state whether any drainage improvements need to be guaranteed with the plat.
 - E. If any improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
 - F. The applicant shall provide proof, by copy of the pipeline easement agreement or by letter from Derby Refining Company, that the pipeline easement as shown on the plat is correct, that no building setbacks from the pipeline or easement are required, and that public roads, utilities and railroad tracks are allowed to cross this pipeline. Any lowering, relocation or encasement of the pipeline required by development of this property will be without cost to the City.
 - G. A permit from the City will be required for a railroad spur track to cross Ohio Street. Proposed wording in the plat's text regarding the applicant's right to utilize streets and easements for railroad crossing purposes must be approved by the City's legal staff. A copy of this plat has been submitted to them for review.
 - H. Recording of the plat within 30 days after approval by the Board of City Commissioners.



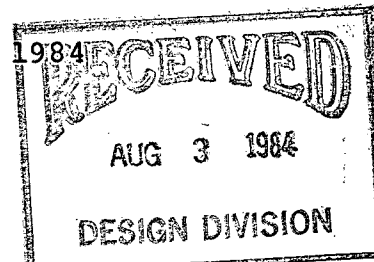
BURLINGTON NORTHERN RAILROAD

INDUSTRIAL DEVELOPMENT AND
PROPERTY MANAGEMENT DEPARTMENT

Mr. Larry D. Henry, P.E.
Program Development Engineer
City Engineer's Office
455 North Main St.
Wichita, Kansas 67202

Room 1018
176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2121

July 27, 1984



Dear Mr. Henry:

Please refer to your letter of July 6, 1984, returning the proposed easement to the City of Wichita from Clarkland, Inc. for sewer and public utilities within a 20-ft. strip along the east side of Ohio St. as being platted in Burlington Northern Industrial Center in Wichita.

We have now rewritten and are attaching executed original blue backed and duplicate yellow backed copies of Easement dated May 17, 1984, from Clarkland, Inc. to the City. It has been rewritten to satisfy your and Sr. Asst. City Attorney Powell's concerns. A photo copy of the new instrument is attached to his copy of this letter. If now satisfactory, please arrange for acceptance of both copies by the City and return the yellow backed copy to Mr. S. E. Tusa, Mgr. Title & Closing, Sales & Property Management, Burlington Northern Railroad Company, 3300 Continental Plaza Bldg., 777 Main St., Fort Worth, TX 76102.

Our consultant, Mr. Kenny E. Hill of Poe & Associates, has also forwarded a copy of the Irrevocable Letter of Credit form of the City requesting that we arrange for it with a Bank or association in the amount of \$23,500.00 to cover Burlington Northern Railroad to assure payment of special assessments for Water Main Benefit District #1043-84, Water Main Work Order #448-00-925-81669-000-000-001. As discussed with Mr. Powell and Mr. William Morris of the City today, we will not be able to execute the Letter of Credit as it is contrary to our Company's policy.

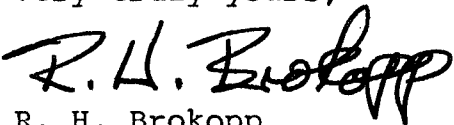
We will be able to furnish a bond using the form attached showing the same project and amount information as shown in the proposed Letter of Credit, copy also attached.

Mr. Larry D. Henry
July 27, 1984
Page 2

Our wholly owned subsidiary, Clarkland, Inc. is the property owner in this case and the development is being done in its name, therefore its name rather than Burlington Northern Railroad Company will appear. Copies of the instruments are also attached to Mr. Powell's copy of this letter. We understand from Mr. Morris that the Letter of Credit can be released by the City upon completion of 35% of the work.

We would appreciate early approval of the City to proceed with the bond in the form attached so that it can be formally prepared, executed and sent to you. If there are any difficulties, please call me at 612/298-2592.

Very truly yours,



R. H. Brokopp
Manager - Planning & Development

Att.

File: BN 6209 Wichita, KS Pt. 2

cc: Mr. Thomas E. Powell
Senior Assistant City Attorney - w/att.
455 North Main St.
City of Wichita
Wichita, KS 67202

Mr. Kenny E. Hill
Poe & Associates of Kansas, Inc.- w/att.
434 North Oliver, Suite 110
Wichita, KS 67208

B. L. Pound - Springfield, MO - w/att.



CONTRACT BOND

BOND NO.

Know all men by these presents that we,

as Principal,

and the ST. PAUL FIRE AND MARINE INSURANCE COMPANY, a corporation organized under the laws of the State of Minnesota and duly authorized to transact business in the State of as Surety, are held and firmly bound unto

- as Oblige,

in the sum of DOLLARS, for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed, and dated this day of 19

WHEREAS the Principal and the Oblige have entered into a written contract, a copy of which is or may be attached hereto, dated the day of 19, for

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of the Principal's failure to comply with any of the terms of said contract, then this obligation shall be void; otherwise it shall remain in force.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment falls due.

Principal (Seal)
By ST. PAUL FIRE AND MARINE INSURANCE COMPANY
Title
Attorney-in-fact

IRREVOCABLE LETTER OF CREDIT

Re: Guarantee of payment of special assessments for the construction of water mains and appurtenances.

BURLINGTON NORTHERN RAILROAD is the owner of
(Name of Developer or Builder)

The east 150 feet of Lots 1 through 4, Block 1, Burlington Northern Industrial
(Legal Description - Lots, Blocks, Addition) Center
and a tract 150 feet wide adjacent to the east line of Ohio Street from 29th
Street North to 33rd Street North.

It is requested that Water Main Benefit District No. 1043-84,
448-00-925-81669-000-000-001
(Water Main Work Order Number)

be installed prior to development on the lots.

BURLINGTON NORTHERN RAILROAD shall pay all special assessments for water mains to be levied against the above-described property on which improvements have not been started for a period of two 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 \$ 23,500.00 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 _____

BURLINGTON NORTHERN RAILROAD
(Developer or Builder)

is in default of his promise to pay the special assessments levied upon the above-described property and in the amount 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

Effective Date: _____

Expiration Date: _____

EASEMENT

THIS EASEMENT made this 17th day of May, 1984, by and between Clarkland, Inc., a Missouri corporation, party of the first part, and the City of Wichita, a municipal corporation, party 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:

A twenty (20) foot wide utility easement lying immediately adjacent to and East of the East line of Ohio Street and extending from the North line of 29th Street Northerly to the extended North line of Burlington Northern Industrial Center.

RESERVING, however, unto the first party, its successors and assigns, the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities cuts, slopes, and fills as it may at any time, and from time to time, desire within the limits of the land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for utility purposes, if all City ordinances, regulations, rules and policies can and will be complied with.

This easement is subject to all existing easements of record and those rights and interests obtained by prescription.

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 upon giving five (5) days notice to Superintendent, Burlington Northern Railroad Company, at Springfield, Missouri. Said second party may immediately enter upon said premises at any time that a major break or failure occurs to such sewer and all other public utilities requiring emergency repair.

If said described premises, or any part thereof, shall at any time cease to be used by said second party, or by the public, for the purpose, as aforesaid, or should they be converted to any other use whatsoever, or should the second party fail to perform any of the conditions herein expressed, then and in any such event, all the right, title, interest, benefits and enjoyment of said second party, or of the public, in and to said premises, for any purpose whatsoever, shall immediately cease and determine, and the said first party, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said first party without compensation to said second party, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

IN WITNESS WHEREOF, the said first party has hereunto caused this instrument to be signed by its Vice President thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its seal to be hereto affixed, the day and year first above written.

ACCEPTED:
CITY OF WICHITA, KANSAS

BY _____
Title:

ATTEST:

BY _____
Title:

Date

APPROVED AS TO FORM
Thomas R. Powell
THOMAS R. POWELL
Assistant City Attorney

Date

CLARKLAND, INC.

BY *Joseph R. Galassi*
Vice President

ATTEST:

BY *J. J. Hanks*
Secretary

STATE OF _____)
COUNTY OF _____) ss.

BE IT REMEMBERED, that on this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, came _____ of the City of Wichita, a municipal corporation, to me personally known to be the _____ of said corporation and the same person who executed the foregoing instrument and _____ duly acknowledged before me the execution of the same by _____, for and on behalf of said corporation, and to be the act and deed of said corporation.

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

My Commission Expires: _____.

Notary Public.

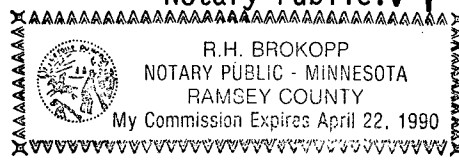
STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

BE IT REMEMBERED, that on this 17th day of May, 1984, before me, a Notary Public in and for said County and State, came Joseph R. Galassi, Vice President of Clarkland, Inc., a corporation, to me personally known to be the Vice President of said corporation and the same person who executed the foregoing instrument, and he duly acknowledged before me the execution of the same by him, for and on behalf of said corporation, and to be the act and deed of said corporation.

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

My Commission Expires: APRIL 22, 1990.

R.H. Brokopp
Notary Public.



EASEMENT

THIS EASEMENT made this 17th day of May, 1984, by and between Clarkland, Inc., a Missouri corporation, party of the first part, and the City of Wichita, a municipal corporation, party 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:

A twenty (20) foot wide utility easement lying immediately adjacent to and East of the East line of Ohio Street and extending from the North line of 29th Street Northerly to the extended North line of Burlington Northern Industrial Center.

RESERVING, however, unto the first party, its successors and assigns, the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities cuts, slopes, and fills as it may at any time, and from time to time, desire within the limits of the land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for utility purposes, if all City ordinances, regulations, rules and policies can and will be complied with.

This easement is subject to all existing easements of record and those rights and interests obtained by prescription.

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 upon giving five (5) days notice to Superintendent, Burlington Northern Railroad Company, at Springfield, Missouri. Said second party may immediately enter upon said premises at any time that a major break or failure occurs to such sewer and all other public utilities requiring emergency repair.

If said described premises, or any part thereof, shall at any time cease to be used by said second party, or by the public, for the purpose, as aforesaid, or should they be converted to any other use whatsoever, or should the second party fail to perform any of the conditions herein expressed, then and in any such event, all the right, title, interest, benefits and enjoyment of said second party, or of the public, in and to said premises, for any purpose whatsoever, shall immediately cease and determine, and the said first party, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said first party without compensation to said second party, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

IN WITNESS WHEREOF, the said first party has hereunto caused this instrument to be signed by its Vice President thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its seal to be hereto affixed, the day and year first above written.

ACCEPTED:
CITY OF WICHITA, KANSAS
BY _____
Title:
ATTEST:
BY _____
Title:

CLARKLAND, INC.
BY Joseph R. Galassi
Vice President

ATTEST:
BY J. J. Hanks
Secretary

Date
APPROVED AS TO FORM
Thomas R. Powell
THOMAS R. POWELL
Assistant City Attorney

Date

STATE OF _____ }
COUNTY OF _____ } ss.

BE IT REMEMBERED, that on this _____ day of _____, 19____, before me, a Notary Public in and for said County and State, came _____ of the City of Wichita, a municipal corporation, to me personally known to be the _____ of said corporation and the same person who executed the foregoing instrument and _____ duly acknowledged before me the execution of the same by _____, for and on behalf of said corporation, and to be the act and deed of said corporation.

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

My Commission Expires: _____.

Notary Public.

STATE OF MINNESOTA }
COUNTY OF RAMSEY } ss.

BE IT REMEMBERED, that on this 17th day of May, 1984, before me, a Notary Public in and for said County and State, came Joseph R. Galassi, Vice President of Clarkland, Inc., a corporation, to me personally known to be the Vice President of said corporation and the same person who executed the foregoing instrument, and he duly acknowledged before me the execution of the same by him, for and on behalf of said corporation, and to be the act and deed of said corporation.

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

My Commission Expires: April 22 1990.

R.H. Brokopp
Notary Public.

