

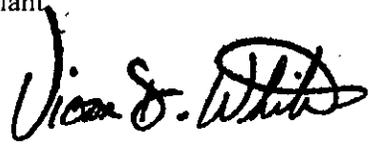
City of Wichita  
City Council Meeting  
October 21, 2008

**TO:** Wichita Airport Authority

**SUBJECT:** Wichita Water Utilities of the City of Wichita – Lease Agreement  
For Mid-Continent Waste Water Treatment Plant

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)



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**Recommendation:** Approve the Agreement.

**Background:** The updated Sewer Master Plan calls for the construction of a new sewage treatment facility (Waste Water Treatment Plant – WWTP) in southwest Wichita. The City hired Professional Engineering Consultants to assist in the identification and evaluation of possible sites. The City employed a multi-phase approach to identifying an appropriate site. The first phase was evaluation of sites by a committee composed of City Staff, the consulting engineers and citizens appointed by the District Advisory Board. Citizen input was also solicited through a public information fair. A technical review resulted in various sites being ranked. Ultimately a site located on Wichita Mid-Continent Airport was selected. At its April 19, 2005 Council meeting, the City Council approved the airport location, subject to approval by the FAA.

In March 2006, a letter was presented to the Federal Aviation Administration outlining the project and its location on Mid-Continent Airport, and suggesting the plant is needed to support and promote the anticipated development at Wichita Mid-Continent Airport, as well as the needs of the neighboring Wichita community. In a letter dated April 12, 2006 from Jeffrey Deitering, Airport Planning Engineer for the Federal Aviation Administration, Mr. Deitering stated that adequate information had been provided by Airport staff to justify utilizing the site for the WWTP, and that it will be acceptable for the property to be leased to the City at fair market value. The project has also been endorsed by the Wichita Airport Advisory Board.

**Analysis:** Airport and Water Utilities staff members are presenting a 50-year term lease agreement for use of airport land on which to construct a wastewater treatment plant. The site encompasses 5.62 acres and will serve airport development and the neighboring Wichita community. Facility ownership will remain with the Water Utilities Department as will the maintenance and operation of the facility throughout the term of the agreement.

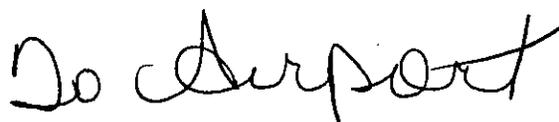
**Financial Considerations:** Payment to the Wichita Airport Authority will result in an up-front payment of \$1,202,789 from the Wichita Water Utilities Department, which represents the net present value of land rental payment.

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through initiating agreements which improve the infrastructure of the Airport and facilitate future development.

**Legal Considerations:** The Law Department has approved the Agreement as to legal form. It is necessary for the Airport Authority to enter into a formal lease with the City because they are separate legal entities, and the obligations of each party and financial arrangements satisfactory to the FAA must be set out.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the Agreement; and authorize the necessary signatures. The Director of the Wichita Water Utilities will sign on behalf of the City of Wichita

**Attachments:** Agreement.



A G R E E M E N T

By and Between

THE WICHITA AIRPORT AUTHORITY  
Wichita, Kansas

and

WICHITA WATER UTILITIES OF THE CITY OF WICHITA

for

Use of Land – Wichita Mid-Continent Airport  
8018 West K-42 Highway

THIS AGREEMENT, made and entered into this October 21, 2008, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "LESSOR;" and the WICHITA WATER UTILITIES OF THE CITY OF WICHITA, hereinafter referred to as the "LESSEE."

WITNESSETH:

WHEREAS, the Wichita Airport Authority of the City of Wichita, Kansas (the "Lessor") is a governmental or quasi-governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports, with full, lawful power and authority to enter into this Agreement by and through its governing body; and

WHEREAS, the City of Wichita is a municipal corporation of the State of Kansas (the "Lessee") with the lawful authority to enter into this Agreement; and the Wichita Water Utilities is a department of the City of Wichita and operates wastewater treatment facilities on behalf of the City of Wichita; and

WHEREAS, Lessee desires to lease the premises from Lessor for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, the parties are separate legal entities but desire to cooperate to the fullest extent allowed by law, to provide for the efficient construction and operation of a wastewater treatment facility for their mutual benefit, and desire to interpret the provision of this Agreement to allow for the fullest cooperation and coordination.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

1. **PREMISES.** Lessor does hereby lease to Lessee the premises located at 8018 West K-42 Highway on Wichita Mid-Continent Airport, consisting of 5.62 acres (244,807 sq. ft.), as outlined on Exhibit "A", attached hereto and made a part hereof. Such premises shall include the land and any facilities/improvements hereafter located on the land.
2. **TRAVERSED LAND FOR PIPING.** Lessee shall be allowed, on the Airport, to install piping underground to the Premises, in locations as reflected on Exhibit "B", attached hereto and made a part hereof. Such piping shall constitute a part of the Premises; however, no land rent shall be assessed to the land area reflected on Exhibit "B".
3. **USE.** The Premises shall be used only for the construction and operation of a publicly-owned, operated, and managed wastewater treatment plant, and for no other purposes unless approved by Lessor. It is understood and agreed that the Premises shall be used and occupied for purposes incidental or related to the utility support of Wichita Mid-Continent Airport's activities and anticipated development of the Airport and neighboring Wichita community.
4. **TERM.** The term of this Agreement shall commence October 21, 2008 for a period of 50 years through October 20, 2058, so long as the Premises are used for the purposes stated herein.
5. **RENTAL.** It is understood and agreed that the net present value, as determined by Lessor, of the annual land rental payments with a net present value is \$1,202,789. Payment of the net present value shall be paid to Lessor by Lessee no later than December 31, 2008. In the event

the land area is less than or greater than the 5.62 acres, the up-front payment shall be adjusted subject to agreement by both parties.

6. **OWNERSHIP OF IMPROVEMENTS.** The parties recognize and agree that during the term of this Agreement, so long as the improvements are used for the purposes outlined in Paragraphs 2 and 3 and are operated by the Lessee, ownership of the improvements shall remain with Lessee. At the termination of this Agreement, at the sole discretion of the Lessor, ownership shall revert to Lessor, unless a new lease Agreement is entered into at that time and the decision is made to allow ownership to remain with Lessee. In the event a new lease Agreement is not entered into, and Lessor elects not to assume ownership of the improvements at the termination of this Agreement, Lessee shall be required to comply with requirements set out in Paragraph 40 of this Agreement. Ownership shall not be transferred at any time to a third party, without consent of Lessor.

At the time ownership of the facility and improvements vest in Lessor, said ownership shall vest in Lessor without any cost or expense and be free and clear of any and all liens and encumbrances of whatsoever nature, except that Lessee shall have the right to contest such a lien and the requirements to remove a lien shall be stayed as long as Lessee is prosecuting in good faith the defense of such lien, including appeals. Lessee shall give Lessor such documentation satisfactory to Lessor evidencing the testing of ownership of the facility and improvements in Lessor. On the day of conveyance of the facility and improvements, the Lessee shall execute and deliver to the Lessor documentation transferring and conveying to the Lessor the facility and improvements as the case may be and warranting the facility and improvements conveyed to be free and clear of all liens and encumbrances, including but not limited to, construction mortgages, financing statements, and/or security agreements, laborer's, mechanic's, or materialman's liens, and any other liens for encumbrances not specifically enumerated herein. Further, on the date of conveyance, Lessee shall present to Lessor a release, in writing, releasing any interest it may have had in the Premises or the facility and improvements.

7. **REMOVAL OR ABANDONMENT OF A PORTION OF ALL OF THE FACILITY AND/OR IMPROVEMENTS.**

Lessee agrees, upon the reasonable determination of the Lessor, to timely remove the existing pipeline or portions thereof and related improvements outside the runway and taxiway safety areas upon activation of the replacement line, as reflected on Exhibit "B". Upon the request of the Lessee, the Lessor shall consider the present and future expenses of such removal in the context of potential future development and may allow for the delay of such removal or may allow for identified portions of the pipeline to be appropriately capped and remain in place. The performance and costs of removal of abandoned pipeline shall be the responsibility of the Lessee, provided that the Lessee shall reimburse the Lessor for the reasonable costs of such removal in the event that the Lessee can not perform such removal in a timely manner as reasonably determined by the Lessor.

If at any time during the term of this Agreement, a portion or all of the facility and/or improvements is removed or abandoned, Lessee shall be required to restore the Premises, at Lessee's expense, to as good condition as existed at the commencement date of this Agreement. Such restoration shall be as directed by Lessor at the time the event occurs.

8. **LESSOR'S RIGHTS & PRIVILEGES.** Lessor expressly reserves from the Premises:

- (a) Mineral Rights. All gas, oil and mineral rights in and under the soil;
- (b) Air Space. A public right of flight through the air space thereabove;
- (c) Navigational Aids. The right to install maintain and modify and/or permit others to install, maintain and modify on the Premises navigational aids; and
- (d) Utility Installation. The right to install, maintain and modify utilities and to grant utility installations to others under, through, across or on the Premises located within 25 feet of the outside boundary lines;
- (e) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises. Revenue-producing communication systems or systems not directly applicable to Lessee's operations on the Premises are prohibited except upon the specific approval of the Lessor.

Provided that exercise by Lessor of any such reserved rights (a) through (d) will be without expense to the Lessee and will not unreasonably or materially interfere with Lessee's use of the Premises and will not delay Lessee in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance. Lessor shall give Lessee notice in writing of the exercise of its rights under (c) and (d).

9. **LESSEE'S RIGHTS & PRIVILEGES.** Lessee shall have the following rights and privileges on the Airport:

(a) The right to install, operate, maintain, repair and store upon the Premises all equipment necessary for the conduct of Lessee's business.

(b) The right of ingress and egress to and from the Premises, as outlined on Exhibit "A", which rights shall extend to Lessee's employees, invitees and guests, subject, however, to all security and operational requirements and regulations; and

(c) The right in common with others authorized to do so to use the common areas of the Airport.

10. **FURNISHING OF WATER AND SANITARY SEWER SERVICES TO LESSOR'S AIRFIELD MAINTENANCE FACILITIES.** Lessee agrees to provide and maintain, at no cost to Lessor, water and sanitary sewer service infrastructure to all of Lessor's existing airfield maintenance facilities located adjacent to the site of the wastewater treatment plant, up to the demarcation points of Lessor responsibility as reflected on Exhibit "B". It is understood and agreed that, once constructed, Lessee may charge Lessor a fee for water and sewer service usage.

11. **CONSTRUCTION OF ACCESS ROAD.** Lessee agrees to construct, at Lessee's sole cost, an access road from Highway K-42 to the Premises, in a location mutually agreed upon between the parties. At all times during construction of the access road, Lessee agrees to allow for uninterrupted vehicular access between K-42 and the construction staging area north of the Premises and the Lessor's airfield maintenance facilities. Upon notice of

completion of construction, the Lessor shall become responsible for maintenance of the access road at its sole cost.

12. **LESSEE'S CONTROL OF ODORS.** In the event significant odors are detected on Lessor's properties adjacent to the Premises, Lessee shall take immediate corrective action to remedy the cause of the odors.
13. **REPAIR OF PAVEMENTS/LAND AREAS.** If any displacement or shifting of pavement or land area occurs in the runway and taxiway safety areas or in areas traversed by the underground pipe at any time during construction of the project or throughout the term of this Agreement as a result of the construction or operation of the facility, Lessee shall be required to take corrective action to repair the damaged area to Lessor's satisfaction.
14. **DESIGN & CONSTRUCTION.** Lessee agrees to construct a 65,600 sq.ft. facility on that portion of the Premises shown on Exhibit "A". If construction on the facility has not substantially begun by one year from the commencement of this Agreement, then Lessor has the option of giving notice and canceling this Agreement. Lessor may extend such time period in writing. If the Agreement is cancelled due to failure to construct the facility, Lessee shall be required to restore the Premises to as good condition as existed at the commencement date of this Agreement, and the Lessor will refund Lessee's up-front land rental payment, less any administrative charges assessed by Lessor.

Lessee agrees to and shall construct the improvements on the Premises subject to the terms and conditions herein set forth. Lessee shall cause the construction of the improvements to be coordinated with time schedules established by the Lessor should other construction be occurring at the Airport, which may be impacted by this project. Once the permits are obtained and the Director of Airports has approved the project, the Lessee has the right to enter the Premises and begin construction.

Lessee agrees to cause facilities for Lessee's use to be constructed on the Premises in accordance with plans and specifications to be prepared by Lessee and approved by Lessor. Plans and specification review submittals shall follow accepted practice for such

deliverables; and the Lessor shall provide comments, as applicable, on each submittal. Lessor retains the right to ask for special submittals, as reasonably needed, to fully understand the proposed improvements. No above-ground wires shall be installed.

A storm water management plan developed by an engineer familiar with storm water management must be submitted as part of the preliminary plan review process. Storm water management facilities shall be designed in accordance with guidelines established by the City of Wichita, the Wichita Airport Authority, and the Federal Aviation Administration.

Lessee agrees (1) construction shall be administered, documented and observed on-site by professional architects and/or engineers to ensure compliance with the approved plans and specifications; (2) proposed construction changes to the approved plans and specifications shall be submitted to Lessor; (3) quality control testing shall be by an independent testing laboratory certified to provide services; (4) to repair or replace, at Lessee's expense and to Lessor's satisfaction, property damaged in the construction of the facilities and improvements by Lessee, its agents or employees; and (5) to provide Lessor, within 60 days following occupancy of the facilities, a complete reproducible set of record drawings and an electronic file in a format usable by Lessor. Upon completion of the facility, Lessee shall furnish a Certificate of Completion to Lessor which states that (1) the improvements have been completed in accordance with the plans and specifications; (2) the improvements have been completed in a good and skilled manner; (3) no liens have been filed, nor is there any basis for the filing of such liens, with respect to the improvements; and (4) all improvements constituting a part of the project are located or installed upon the Premises.

The approvals of this paragraph shall be deemed approval by the Lessor in its capacity as a property owner and landlord but shall not be deemed the approval as required for the Zoning Code, Building Code, or any other approval required by the City of Wichita in a regulatory or governmental capacity. Notwithstanding any other indemnity provision, Lessee shall indemnify and hold the Lessor harmless for any liability for regulatory or governmental approvals. Lessee shall be responsible for obtaining all permits and approvals required for the construction, maintenance, and operations of the facilities.

15. **CONSTRUCTION COSTS, ALTERATIONS & NEW IMPROVEMENTS.** Lessee agrees to pay for all costs incurred in connection with the construction of said improvements, by making direct payment for all such costs as they are incurred. Lessee agrees to require contractors to name the Lessee, Lessor, and the City of Wichita as insureds, as their respective interests may appear, in any performance and labor and material payment bonds; comprehensive accident and public liability insurance; builder's risk completed value form insurance; or any other policies required in the construction of the Premises.

Lessee warrants that the improvements, when completed, will be necessary or useful in its development for use by Lessee for its purposes. Lessee agrees to proceed diligently to complete the improvements.

Lessee shall have the right during the term hereof, at Lessee's expense, at any time and from time to time, to construct upon the Premises such additional facilities and other fixed improvements as it may deem necessary or desirable in connection with its operation under this Agreement; provided, however, that Lessee shall first submit plans and specifications for such facilities to the Lessor for approval, which approval shall not be unreasonably withheld or unduly delayed. All such alterations, additions, or improvements shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of the building and the Premises, or change the purposes for which the building or any part thereof, may be used. Any such alterations, additions, or improvements shall be erected at the sole cost and expense of Lessee, and Lessee shall have no right, authority, or power to bind Lessor or any interest of Lessor in the Premises, for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements and Premises. All alterations, additions, and improvements, except "trade fixtures", put in at the expense of Lessee, shall remain upon and be surrendered with the Premises as a part thereof, at any termination of this Agreement, for any cause, and shall become the property of the Lessor, unless otherwise directed by Lessor. The term "fixed improvements", whenever used in this Agreement, shall be construed to include all structures erected upon the Premises; all fencing, grading and pavement; all

underground wires, cables, pipes, conduits, tanks and drains; and all other property of every kind and nature which is permanently affixed to the Premises, except Lessee's trade fixtures.

It shall be the responsibility of Lessee, to file all necessary alteration and construction forms with the Director of Airports for submission to the Federal Aviation Administration for approval, as may be required.

16. **LANDSCAPING AND SCREENING.** During the term of the Agreement, as properties adjacent to Lessee's site develop and/or a new access road into the interior of the Airport north of Lessee's site is constructed, Lessee shall provide landscaping on the north, east, and south portions of its leasehold to screen the facility from public view. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife hazard to aircraft operations.

All proposed landscaping plans and screening designs shall be submitted to the Director of Airports for review and approval. Lessee further agrees to provide any further landscaping that may be required, during the term hereof, by the Director of Airports for the purpose of screening from view any area of the Premises.

17. **INSPECTIONS.** Lessor shall have the right at any reasonable time prior to the completion of the improvements or any additions to the improvements, to enter upon the Premises for the purpose of inspecting the construction thereof, to determine whether or not the improvements are being constructed substantially in accordance with the plans and specifications. If at any time during the progress of such construction, it is determined that the improvements are not being constructed substantially in accordance with the plans and specifications, upon receipt of written notice from the Lessor, the Lessee shall make or cause to be made such reasonable alterations as may be required to cause the improvements to substantially conform to the plans and specifications.

18. **GRANTING OF EASEMENTS.** Lessee shall not, without the prior written approval of the Lessor (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the land, or (ii) release existing easements, licenses, rights-of-way and other

rights or privileges, and Lessee agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by Lessee of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the Lessor requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of Lessee, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. Any payments or other consideration received by Lessor for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of Lessor.

19. **LIENS.** Lessee, shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by Lessee, or any of its contractors or subcontractors upon the Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at the Premises by or at the direction of Lessee, except that Lessee, shall have the right to contest such a lien and the requirement to remove a lien shall be stayed as long as Lessee, is prosecuting in good faith the defense of such lien, including appeals.
  
20. **UTILITIES.** All utilities and utility services used by Lessee, in, on or about the Premises shall be contracted for by Lessee, in Lessee's own name and Lessee shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith. Lessee agrees to pay, as and when due and payable, all bills for utility services. Lessor shall not be liable to Lessee for damages arising out of any cessation or interruption of gas, water, electricity, telephone, or other utility service during the lease term or any extension thereon, unless said damages were caused by Lessor and/or its employees, agents or contractor's negligence, acts of commission, or acts of omission.

Lessee agrees to pay for all utilities furnished through facilities owned by Lessor at the published rate established by Lessor and charged to other Lessees.

21. **MAINTENANCE & REPAIR.** Except as otherwise expressly provided herein, and excepting also reasonable wear and tear and damage by fire or other casualty or the elements, Lessee, at Lessee's sole cost and expense, shall take good care of and maintain, repair and replace the Premises and keep the Premises and all parts thereof in good order, condition and repair, including, without limitation, (i) all alterations, the roof, foundation, footings and all structural and non-structural components thereof) and all other improvements located in, on or about the Premises, (ii) all heating, plumbing, electrical, air-conditioning, mechanical and other systems, fixtures and equipment with respect to the Premises and all other improvements located in, on or about the Premises, (iii) utilities, and (iv) all common areas including, without limitation, lawns and planted areas, roadways, walks, parking lots, and loading areas.

Lessee, at its sole expense, shall at all times keep and maintain said Premises and the fixtures and appurtenances thereto in a clean and sightly condition, free of trash, debris and obstructions; remove all snow and ice from the Premises pavements and parking areas, and mow and trim all natural growth when necessary.

Lessor, its agents or employees, shall have the right to enter upon said Premises at any and all reasonable times to inspect the condition of the same. Should Lessee, refuse or neglect to maintain its Premises as herein provided, Lessor shall have the right to perform such maintenance on behalf of and for the Lessee after thirty days written notice to Lessee. Any costs for such maintenance shall be paid for by Lessee, not later than thirty (30) days following demand by Lessor for such payment at Lessor's costs, plus twelve percent (12%).

22. **EXTERIOR SIGNS & ADVERTISING.** Lessee, agrees that no signs or advertising material shall be erected on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in writing by Lessor, which approval shall not be unreasonably withheld.

23. **IMPOSITIONS.** Lessee shall, during the life of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all impositions. In the event any impositions may be lawfully paid in installments, Lessee shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. Lessor covenants that without Lessee's written consent it will not, unless required by law, take any action intended to cause or induce the levying or assessment of any imposition (other than special assessments levied on account of special benefits or other impositions for benefits or services uniformly imposed) which Lessee would be required to pay under this Paragraph and that should any such levy or assessment be threatened or occur Lessor shall, at Lessee's request, fully cooperate with Lessee in all reasonable ways to prevent any such levy or assessment.

24. **INDEMNITY.** Lessee, shall protect, defend and hold Lessor and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the Premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of Lessor. The Lessor shall give to Lessee reasonable notice of any such claims or actions.

Lessor shall protect, defend and hold Lessee, its officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the Premises or the acts of omissions of Lessor's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of

where the injury, death or damage is caused by the negligence of Lessee. The Lessee shall give Lessor reasonable notice of any such claims or actions.

The provisions of this section shall survive the expiration or early termination of this Agreement.

**25. DAMAGE, DESTRUCTION OR CONDEMNATION.**

(a) In the event that the improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril of other casualty during the term of this Agreement, this Agreement shall remain in full force and effect and Lessee shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed improvements or parts thereof to as good condition as the same were in immediately prior to such damage or destruction, subject to such alterations as Lessee may elect to make as permitted in this Agreement.

(b) In the event that the improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the term of this Agreement, and such damage, destruction or loss is not capable of being repaired at the determination of Lessee, Lessee shall have the election, indicated by written notice given to Lessor within 180 days after the occurrence of such event, not to repair, restore, rebuild or replace the improvements, such election to be effective as of the date of such damage, destruction or loss. Where allowed by the insurance policy, insurance proceeds shall first be applied to the removal of damaged improvements from the Premises before such distribution.

(c) If, during the term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, Lessee shall, within ninety (90) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify Lessor in writing as to the nature and extent of such condemnation and whether it is practicable for Lessee to acquire or construct substitute improvements.

(d) Lessor shall cooperate fully with Lessee in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event will Lessee voluntarily settle or consent to the settlement of any

prospective or pending condemnation proceedings with respect to the Premises without the written consent of Lessor.

26. **NON-WAIVER.** The waiver by Lessor of any breach of the Lessee of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by Lessor to seek a remedy for any breach by Lessee be a waiver by Lessor of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

27. **FIRE EQUIPMENT.** Lessee, shall furnish and maintain on the Premises sufficient fire extinguishing systems as may be required by city code, insurance risks, or as designated by Lessor.

28. **FIRE AND POLICE PROTECTION.** Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants on the Airport, provided that Lessor may impose a fair and equitable charge for fire and police protection to all tenants on the Airport.

Lessee shall comply with all applicable regulations relating to Airport security and shall control the Lessee's Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

29. **ENVIRONMENTAL ASSESSMENT.** Lessor, at its expense, and to establish background levels, shall conduct a Phase-I environmental assessment and Limited Phase-II soil and groundwater investigation at the proposed site to establish a background level for volatile organic compounds (VOC) and the RCRA metals. Soil samples shall be collected from the site location, and these samples shall be analyzed for FOC's and total petroleum hydrocarbons (TPH). A copy of these reports shall be provided to Lessee upon execution of this Agreement, or prior to development of the site. A Phase-I and Phase-II shall also be conducted, at Lessee's expense, by an environmental consultant satisfactory to the Lessor, at the termination of this Agreement, and results shall be compared to the original background levels established prior to the Lessee's occupancy of the Premises. It any contamination of

the property has occurred through Lessee's fault, Lessee shall be required to re-establish background levels, in a timely manner and acceptable to Lessor.

30. **ENVIRONMENTAL.**

(a) The Lessee hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located or disposed of, on, under or at the Premises, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Lessor hereunder, the Lessee hereby agrees to indemnify and hold harmless the Lessor and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessor or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any term of this lease of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any hazardous substance) if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, and/or licensees, or if such Hazardous Substance was owned by, or located on the Premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the term of this Agreement, the Lessee receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Premises or in connection with the Lessee's operations

thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the Lessee (an "Environmental Complaint") from any persons or entity (including, without limitation), the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE"), the Lessee shall immediately notify the Lessor in writing of said notice.

(d) The Lessor shall have the right, but not the obligation, and without limitation of the Lessor's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any hazardous substance or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any hazardous substance or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the Lessee and/or which, in the reasonable judgment of the Lessor, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the Lessee or if such circumstances result from a Hazardous Substance owned by, or located on the Premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the Lessor in the exercise of any such rights shall be payable by the Lessee, within 15 days of written demand by Landlord.

(e) If an event of default shall have occurred and be continuing, the Lessee at the request of the Lessor shall periodically perform (at the Lessee's expense) an environmental audit and, if reasonably deemed necessary by the Lessor, an environmental risk assessment (each of which must be reasonably satisfactory to the Lessor) of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Lessee with respect to the Premises. Such audit and/or risk assessment shall be conducted by an environmental consultant satisfactory to the Lessor. Should the Lessee fail to perform any such environmental audit or risk assessment within 90 days of the written request of the Lessor, the Lessor shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and

expenses incurred by the Lessor in the exercise of such rights shall be payable by the Lessee on demand.

(f) Neither Lessee nor Lessor shall install or permit to be installed in the Premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any substance containing asbestos and deemed hazardous by federal or state regulations applicable to the Premises and respecting such material. The Lessee shall defend, indemnify, and save the Lessor and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the Lessee by any person, as a result of the presence of said substances, and any removal or compliance with such regulations, if said substance was installed by the Lessee, or persons within its control.

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the Lessor hereby agrees to indemnify and hold harmless the Lessee from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessee by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the term of this Agreement and the period prior to the term of this Agreement of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any hazardous substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, business invitees and/or licensees, or if such hazardous substance was owned by, or placed upon the Premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the Lessor).

(h) The provisions of this article shall survive the termination of this Agreement.

31. **CANCELLATION BY LESSOR.** The Lessor, in addition to any other rights to which it may be entitled by law or equity, may cancel this lease as set forth herein.

In the event that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of Lessee to be performed, kept or observed, Lessor may give Lessee written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by Lessee, Lessor may terminate this lease and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the original term, unless such condition or default cannot reasonably be corrected within the 60-day period and Lessee has demonstrated due diligence with respect to curing said default, then such default will be treated as cured until cured.

Acceptance of rental by Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee shall not be deemed a waiver of any other right on the part of Lessor to cancel this lease for failure by Lessee so to perform, keep and observe any of the terms, covenants or conditions hereof to be performed, kept and observed. No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessee, shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by Lessee.

32. **CANCELLATION BY LESSEE.** The Lessee, in addition to any other rights of cancellation herein given to Lessee, or any other rights to which the Lessee may be entitled by law or otherwise, may cancel this lease by giving Lessor sixty (60) days' advance written notice in the event of default by Lessor under this lease continuing for more than sixty (60) days after the Lessor's receipt of written notice of such default from the Lessee, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the airport or any major part thereof for airport purposes and the remaining in full force of such permanent injunction for a period of at least ninety (90) days.

(b) Inability of the Lessee to use, for a period in excess of ninety (90) days, the airport or any part of the facility because of any law, order, rule, regulation or other action or nonaction of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) Default by the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and failure of the Lessor to remedy such default for a period of sixty (60) days after receipt from the Lessee of a written notice to remedy the same; provided, however, no notice of cancellation as above provided shall be of any force or effect if the Lessor shall have remedied the default prior to receipt of the Lessee's notice of cancellation.

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the Lessee for a period of ninety (90) days from operating on and within the facility.

(e) In the event of total destruction of the building or the demised Premises.

(f) When the Lessee's customers or potential customers shall have been prevented from using the Airport by military or any other source or activity beyond the Lessor's or the Lessee's control.

No waiver of default by the Lessee of any of the terms, covenants and conditions hereof to be performed, kept and observed by Lessor, shall be construed to be or act as a waiver by the Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor.

Upon cancellation of this Agreement by the Lessee, upon or after the happening of any of the events enumerated in this Article, it shall be relieved of any and all obligations under this lease, excepting those which had accrued prior to such cancellation.

33. **RULES & REGULATIONS.** Lessee, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by the Lessor or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or Lessee's operations conducted hereunder. Such observation and compliance by Lessee shall not obligate Lessee to make any alterations or do any other work, structural or otherwise, within the Premises unless failure of the Premises to comply with such rules, laws, statutes and regulations shall have been caused by Lessee's specific use of Premises.

Lessor shall not be liable to Lessee for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this section provided, nor shall Lessee be entitled to terminate this Agreement by reason thereof unless exercise of such authority shall so interfere with Lessee's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas.

34. **SECURITY REGULATIONS.** Lessee must obtain Airport Security Identification (I.D.) Media for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured air operations area (AOA), and security identification display area (SIDA), or other secured areas as identified in Section 2. AIRPORT SECURITY AREA ACCESS AND IDENTIFICATION MEDIA SYSTEM of Operating Instruction No. 5, Wichita Mid-Continent Airport Aircraft Operations Area Procedures, current version, or as may be amended from time to time, and pay any related costs associated with this privilege. Said I.D. Media will be valid as set forth in Section 2. Of Operating Instruction No. 5, and must be returned to the Airport Public Safety Division with twenty-four (24) hours after expiration or suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the term of this Agreement.

Lessee covenants that it will at all times comply with all applicable provisions of 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access which Lessee maintains. Lessee hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks and for I.D. Media for any and all of its employees, subcontractors, suppliers, agents, and/or representatives. Lessee also hereby agrees that it shall be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives and shall provide any and all necessary escorts, as outlined in Operating Instruction No. 5. Lessee hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), or the Lessor.

Should Lessee, its employees, subcontractors, suppliers, agents, and/or representatives cause any security violations, and should the Lessor be cited for a civil fine or penalty for such security violation, Lessee agrees to reimburse the Lessor for any monetary civil fine or penalty, which may be imposed on the Lessor by the TSA; however, nothing herein shall prevent the Lessee from contesting the legality, validity or application of such fine or penalty to the full extent Lessee may be lawfully entitled to. Lessee will have I.D. Media/access privileges immediately suspended and/or revoked by the Lessor for failure to adhere to Section 2. Of Operating Instruction No. 5, or for failure to return all I.D. Media within the time frames specified herein. Such actions may also result in the termination of this Agreement, at the sole discretion of the Lessor, if such failure by Lessee is not cured by Lessee within thirty (30) days after receiving notice from Lessor of such failure.

35. **NON-DISCRIMINATION EEO/AAP.** The Lessee agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age, marital status, national origin or ancestry in its operations or services, and its use or occupancy of property under this agreement. The Lessee agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of

Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, et seq.; the Code of the City of Wichita Section 2.12.950; and any laws, regulations or amendments as may be promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity.

36. **FAA REQUIREMENTS.** Lessor and Lessee further agree that the requirements of the Federal Aviation Administration set out below are approved by both parties, and if applicable, Lessee agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this lease.

(a) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21,

Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.\

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

(g) Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

(h) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This lease shall become subordinate to provisions of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

37. **MODIFICATIONS FOR GRANTING FAA FUNDS.** In the event that the Federal Aviation Administration requires modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to enable the Lessor to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Lessee hereunder or materially increase its obligations.

38. **ASSIGNMENT/SUBLEASE.** Lessee shall not assign this lease or any portion thereof, or sublet the Premises or any portion thereof, without the written consent of Lessor. Any proposed assignment or subletting shall first be submitted to the Lessor for its review and approval, and the Lessor may reject any such assignment or subletting for any reason.

All terms and provisions of this Agreement, including specifically, but not limited to the provisions relating to indemnification and insurance, shall be followed by any approved assignee or subtenant, and Lessee shall nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Agreement. Subletting shall not relieve or release Lessee from any obligation herein contained which shall or may accrue or become a cause of action in favor of the Lessor.

Any such assignment or subletting or attempt thereat without the written consent of Lessor shall be void, and shall, at the option of the Lessor, terminate this Agreement.

39. **THIRD PARTY RIGHTS.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

40. **SURRENDER OF POSSESSION.** Lessee shall yield and deliver to Lessor possession of the Premises leased herein at the expiration or cancellation of this Agreement in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire and other casualty. Lessee shall remove during the term hereof or at the expiration of such term all fixtures, equipment and other property installed or placed by it at its expense on or about the Premises herein leased, subject to Lessee's repairing any damage thereto caused by such removal and subject to any valid lien which Lessor may have thereon for unpaid rents or fees. In the event Lessee does not remove all of said property within thirty (30) days after the termination of this lease, the same shall be considered abandoned

and Lessor may dispose of said property without any further responsibility or liability to Lessee.

If, at the termination date of this Agreement, the improvements situated on the Premises are no longer operational or necessary, Lessee shall, at its expense, be required to remove the improvements and to restore the Premises to as good condition as existed at the commencement date of this Agreement, if requested by Lessor. If Lessee fails to remove the improvements within six months of the termination date of this Agreement, Lessor may remove the improvements and assess Lessee for Lessor's costs, plus 12%, for such removal, cleanup or restoration.

41. **NOTICES.** Notices to Lessor provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The Wichita Airport Authority  
Wichita Mid-Continent Airport  
2173 Air Cargo Road  
P. O. Box 9130  
Wichita, Kansas 67277-0130

Notices to Lessee provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Wichita Water Utilities  
City of Wichita  
455 North Main  
Wichita, KS 67202

or to such other respective addresses as the parties may designate in writing from time to time.

42. **HEADINGS.** The article and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define limit or describe the scope or intent of any provision of this agreement.

43. **INVALID PROVISIONS.** It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions in this agreement.

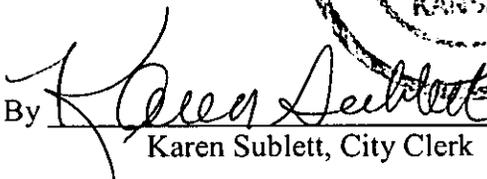
44. **KANSAS LAW TO GOVERN.** This lease and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

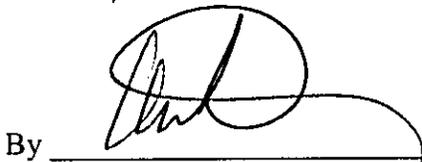
ATTEST:



THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By   
Karen Sublett, City Clerk

By   
Carl Brewer, President  
"LESSOR"

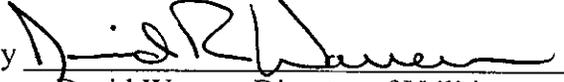
By   
Victor D. White, Director of Airports

ATTEST:

WICHITA WATER UTILITIES OF THE  
CITY OF WICHITA

By \_\_\_\_\_

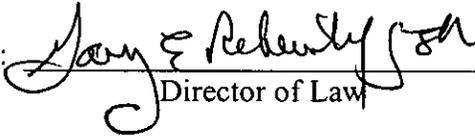
By

  
\_\_\_\_\_

David Warren, Director of Utilities

"LESSEE"

APPROVED AS TO FORM:

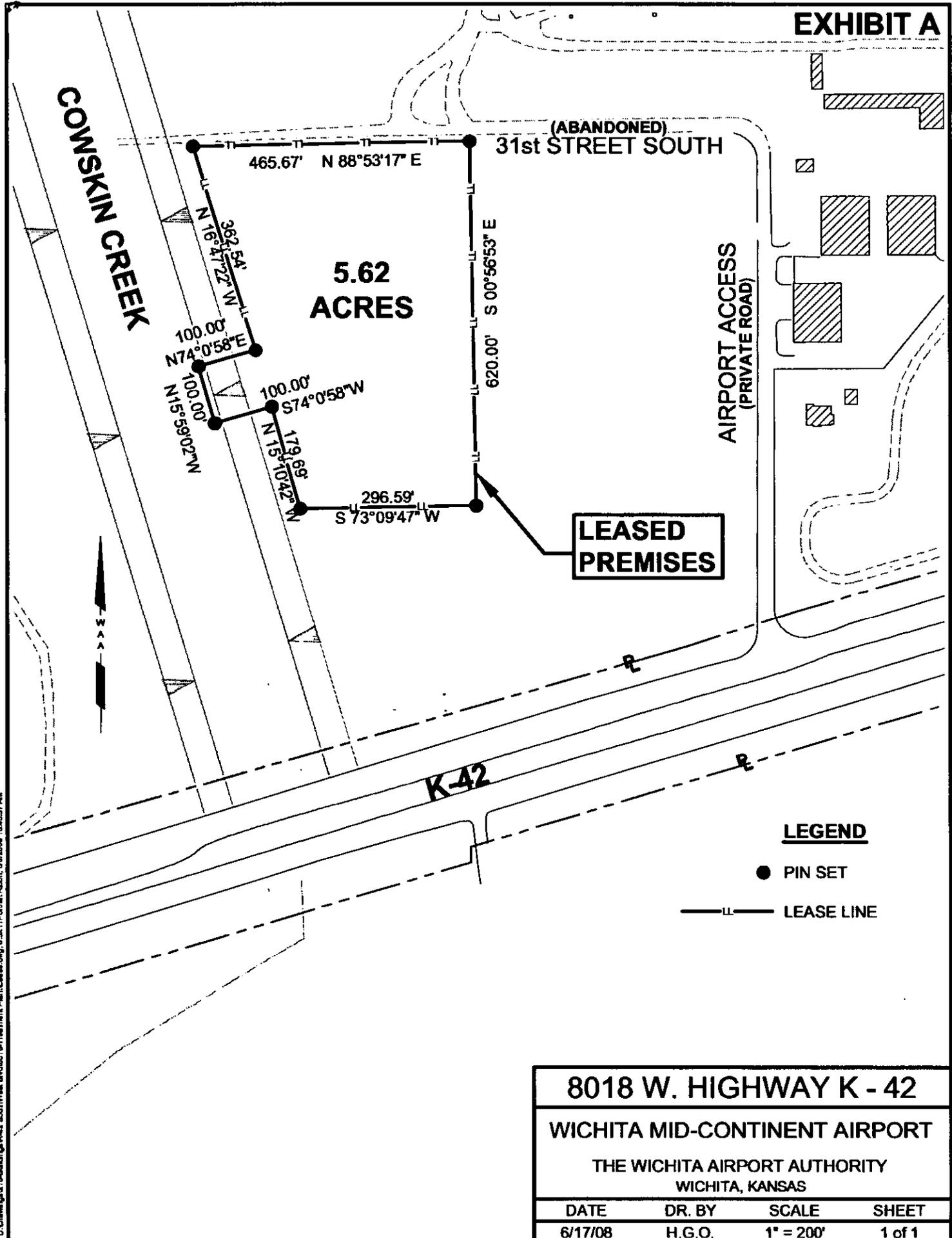
  
\_\_\_\_\_

Director of Law

Date:

\_\_\_\_\_

**EXHIBIT A**



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<b>8018 W. HIGHWAY K - 42</b>			
<b>WICHITA MID-CONTINENT AIRPORT</b>			
THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
6/17/08	H.G.O.	1" = 200'	1 of 1

**EXHIBIT B**

**Force main pipe and duct bank location maps to be attached upon agreement of the Wichita Water Utilities Department of the City of Wichita and the Wichita Airport Authority.**