

CROSS LOT DRAINAGE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014, made by and between David A. Grainger and Deborah S. Grainger, husband and wife, ("Grainger"), and Sedgwick County, Kansas ("Sedgwick County").

WITNESSETH

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

PARCEL 'A'

Lot 2, Harrison Park 3rd Addition, Wichita, Sedgwick County, Kansas, together with the north 48.02 feet of the west 260 feet of Lot 1, in said Harrison Park 3rd Addition.

and

WHEREAS, Sedgwick County is the owner of the following described property:

PARCEL 'D'

That part of Lot 1, Harrison Park 3rd Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the most northerly corner common to said Lot 1 and Lot 2 in said Harrison Park 3rd Addition, said most northerly corner also being the northeast corner of said Lot 2; thence N88°55'42"E along the north line of said Lot 1, 140.14 feet to the northeast corner of said Lot 1; thence S00°45'14"E along the east line of said Lot 1, 214.00 feet; thence S88°55'42"W parallel with the north line of said Lot 1, 140.09 feet to the intersection with the southerly extension of the east line of said Lot 2, said intersection being 9.00 feet south of the southeast corner of said Lot 2; thence N00°46'01"W along the extended east line of said Lot 2, 214.00 feet to the point of beginning.

and

WHEREAS, Joel Associates is the owner of the following described property:

PARCEL 'E'

That part of Lot 1, Harrison Park 3rd Addition, Wichita, Sedgwick County, Kansas, (and that part of Parcel A as described in the Lot Split recorded in DOC.#/FLM-PG:28827427), described as follows: Beginning at the southeast corner of Parcel 1 as described in the Kansas Warranty Deed recorded in DOC.#/FLM-PG:29305670, said southeast corner being on the east line of said Lot 1 and 214.00 feet southerly of the northeast corner of said Lot 1, said southeast corner also being a point on the east line of said Parcel A; thence S00°45'14"E along the east line of said Lot 1, and along the east line of said Parcel A, 181.17 feet to a point 225.00 feet northerly of the southeast corner of said Lot 1, said point also being the northeast corner of Parcel C as described in said Lot Split; thence S88°56'59"W parallel with the south line of said Lot 1, and along the north line of said Parcel C, 140.05 feet to the intersection with the southerly extension of the east line of Lot 2 in said Harrison Park 3rd Addition, said intersection also being the southeast corner of Parcel B as described in said Lot Split; thence N00°46'01"W along said extended east line and along the east line of said Parcel B, 181.12 feet to a point 9.00 feet southerly of the southeast corner of said Lot 2, said point also being the southwest corner of Parcel 1, (DOC.#/FLM-PG:29305670); thence N88°55'42"E parallel with the north line of said Lot 1, and along the south line of said Parcel 1, 140.09 feet to the point of beginning.

and

WHEREAS, the owners of Parcel 'D' and Parcel 'E' are currently processing a Lot Split through the Wichita-Sedgwick County Metropolitan Planning Department and this Cross Lot Drainage Agreement is a condition for approval of said Lot Split,

and

WHEREAS, said Parcel 'A', Parcel 'D', and Parcel 'E' are contiguous to and lie directly adjacent to each other; and

WHEREAS, the owners of Parcel 'A', desire to provide perpetual cross lot drainage access for the benefit of Parcel 'D' and Parcel 'E' over and across said Parcel 'A'.

NOW, THEREFORE, in consideration of the premises:

1. The owners of Parcel 'A' hereby subject said Parcel 'A' to the following agreement:

That said Parcel 'D' and Parcel 'E' may drain over, across, and through Parcel 'A' as necessary in accordance with a final drainage plan filed with the City of Wichita; however the owner of Parcel A specifically reserves the right to review and approve the proposed

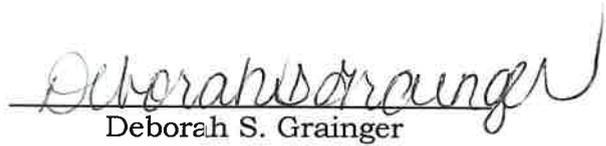
cross parcel drainage at the time Parcels D and E are developed, such approval may not be unreasonably withheld.

2. The agreement hereby established shall run with the land and shall be binding upon and inure to the benefit of the above owners, and all subsequent owners and occupiers of the above-described Parcels.

Nothing in this agreement shall alleviate or waive the responsibility of the individual property owners the obligation to meet water quantity and/or water quality requirements for and on their respective properties including all costs associated with the design, construction and/or maintenance of any such facility. Specifically, notwithstanding the approved drainage plan for the subdivision, the Parties acknowledge that Grainger is not obligated to provide detention on Parcel A for either Parcel D or Parcel E.

EXECUTED the day and year first above written.


David A. Grainger


Deborah S. Grainger

Sedgwick County, Kansas

Joel Associates, L.L.C.

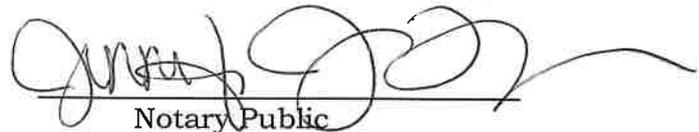
By: _____

By: 
Leonard E. Marotte, Member

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this 8th day of April, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came David A. Grainger and Deborah S. Grainger, husband and wife, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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


Notary Public

(My Commission Expires: 4.14.16)

JENNIFER J. FORTNER
Notary Public - State of Kansas
My Appt. Expires 4.14.16

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this ____ day of _____, 2014,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came _____ as
_____ of Sedgwick County, Kansas, personally known to me to be the same
person who executed the within instrument of writing and such person duly
acknowledged the execution of the same.

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

(My Commission Expires: _____) _____
Notary Public

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this 20TH day of MARCH, 2014,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Leonard E. Marotte as Member of Joel Associates, L.L.C., a Kansas
limited liability company, personally known to me to be the same person who executed
the within instrument of writing and such person duly acknowledged the execution of
the same, for and on behalf and as the act and deed of said limited liability company.

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

(My Commission Expires: 10/12/14) _____
Notary Public

NOTARY PUBLIC
STATE OF KANSAS
DENISE SMITH,
MY APPT. EXPIRES 10/12/14

Approved As To Form
[Signature]