

## CONTRACT FOR FIRE PROTECTION

**THIS CONTRACT FOR FIRE PROTECTION** (the "Contract"), made and entered into as of February 14, 2018, by and between the Governing Body of Fire District No. 1 of Sedgwick County (the "Fire District"), and Textron Aviation Inc., a corporation organized under the laws of the State of Kansas ("Textron Aviation"),

### WITNESSETH:

**WHEREAS**, the City of Wichita, Kansas (the "City") has approved a Letter of Intent dated February 13, 2018 (the "Letter of Intent") declaring an intent to issue, pursuant to K.S.A. 12-1740 *et seq.*, as amended, its industrial revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$434,800,000 (the "Bonds"), for the purpose of providing funds to pay the costs of the installation of improvements to certain existing aviation manufacturing and flight testing facilities and the acquisition of certain machinery and equipment for such facilities (the "Facilities"), which are to be leased by the City to Textron Aviation Inc ("Textron Aviation"); and

**WHEREAS**, a portion of the Facilities to be financed with the proceeds of the Bonds will be located within the unincorporated territory of the County; and

**WHEREAS**, the areas located within the unincorporated territory of the County in which such Facilities may be located are described in *Exhibit A* attached hereto; and

**WHEREAS**, the City and Textron Aviation are considering the issuance of Bonds prior to December 31, 2018, and prior to December 31 in each year thereafter for the purpose of financing the costs of Facilities pursuant to the Letter of Intent and any future similar resolution or letter of intent which the City may approve; and

**WHEREAS**, in conjunction with each series of Bonds, the City has approved an ad valorem tax abatement with respect to the Facilities financed with such series of Bonds for an initial period of five (5) calendar years commencing the calendar year following the year in which such series of Bonds is issued, with the option to extend such ad valorem tax abatement for an additional period of five (5) calendar years; and

**WHEREAS**, in order to provide for fire protection services of the Fire District's fire fighting equipment and personnel to Facilities located in the unincorporated areas of the County, the Fire District and Textron Aviation desire to enter into this Contract, which is a service contract described in K.S.A. 12-147 *et seq.*

**NOW, THEREFORE**, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**Section 1.** In addition to terms defined elsewhere in this Contract, for purposes of this Contract, the following terms shall be defined as follows:

**“Chief Financial Officer”** shall mean the duly appointed chief financial officer of the County.

**“Facilities”** shall mean any Land, buildings or other improvements to Land, and equipment, machinery or other personal property financed with the proceeds of the Bonds.

**“Initial Term”** shall mean the one-year period beginning January 1, 2019, and ending December 31, 2019.

**“Land”** shall mean any interests in real property acquired with the proceeds of Bonds.

**“Notice Address”** shall mean with respect to the following entities:

(a) If to Textron Aviation:

Textron Aviation Inc.  
One Cessna Blvd., Building C1  
Wichita, KS 67215  
Fax No. (316) 206-9815  
Attention: General Counsel

(b) If to the County:

Sedgwick County Courthouse  
525 N. Main, Suite 823  
Wichita, KS 67203  
Fax No. (316) 383-7729  
Attention: Chief Financial Officer

(c) If to the Fire District:

Fire District No. 1 of Sedgwick County, Kansas  
4343 N. Woodlawn  
Wichita, KS 67220  
Fax No. (316) 744-0944  
Attention: Fire Chief

or such other address as shall be furnished in writing to the other parties referenced above.

**“Term”** shall mean the Initial Term and all renewals thereof in accordance with the provisions of **Section 5** hereof.

**Section 2.** Upon receiving a call, or otherwise learning of a fire located in whole or in part in the Facilities, the Fire District’s fire protection equipment and personnel will respond and be sent to said Facilities and premises for the purpose of fighting such fire. To the extent reasonably practicable under the circumstances, if calling to advise of a fire, Textron Aviation will advise as to the nature and extent of the fire so that appropriate fire fighting equipment and personnel will respond. If the fire involves electrical equipment, then, to the extent reasonably practicable under the circumstances, the fire protection personnel will consult with Textron Aviation’s on-site management before taking action with respect to such electrical equipment. Any fire hydrants or other water supply source or fire fighting apparatus or equipment of

Textron Aviation located on or about the Facilities will be made available to the Fire District's fire protection personnel and equipment.

**Section 3.** The Fire District agrees to maintain sufficient personnel and equipment to effectively fight the type and size of fires to be anticipated at the Facilities including electrical, natural gas and other ordinary industrial site fires.

**Section 4.** The Fire District assumes any and all risk and responsibility for damage to or destruction of its equipment and any and all injury to or death of its personnel incident to fire fighting or fire protection operations either at the Facilities, or while going to or from said Facilities.

**Section 5.** The Initial Term of this Contract shall be subject to prior termination as herein provided. The Initial Term shall be deemed automatically renewed and extended for sequential one (1) year terms following the Initial Term, up to and including December 31 of the year that is eleven (11) years following the last year in which a series of the Bonds is issued pursuant the Letter of Intent, on the terms and conditions herein provided, unless either party shall terminate the same by sending to the other party at the Notice Address written notice of such termination not less than sixty (60) days prior to the date of such automatic renewal and extension.

**Section 6.** In consideration of the obligations undertaken by the Fire District hereunder, Textron Aviation will pay an annual fee for the provision of fire protection services for each calendar year during the Term of this Contract. The fee shall be a sum calculated by multiplying the total assessed valuation of the Facilities as of January 1 of each calendar year as reflected on the official records of the County less the assessed valuation allocable to Facilities for which the statutory ad valorem tax abatement has expired or been terminated, times the annual mill levy of the Fire District for such calendar year. Said fee shall be due and payable no later than December 20 of each year of the Term of this Contract. The fee payment shall be made to the attention of the Chief Financial Officer at the Notice Address. Should Textron Aviation fail or refuse to comply with the fee payment provisions prescribed in this Contract including any renewal or extension hereof, this Contract shall be deemed to be terminated and all obligations of the parties hereto shall be terminated. In such event, the Facilities shall be subject to removal from the boundaries of the Fire District.

**Section 7.** Textron Aviation will provide to the County and the Fire District not later than March 31 of each year a listing in reasonable detail of the Facilities financed by Bonds, including the actual cost, as to which the City has approved an ad valorem tax abatement issued in the preceding month of December, and which are located in the unincorporated areas of the County described in *Exhibit A*. In the event the Facilities in any year include acquisition of additional Land, such listing shall include the legal description thereof. The Fire District or the County will provide to Textron Aviation, at substantially the same time that property tax statements are sent to property owners in the County, an invoice for the service fee. Payment of such service fee shall be due and payable on December 20 of such year.

**Section 8.** Textron Aviation and the Fire District recognize that the Fire District has or may enter into one or more fire protection contracts with other entities that receive an ad valorem tax abatement on property located within the Fire District in conjunction with the issuance of industrial revenue bonds by the County or another issuer with authority to issue such industrial revenue bonds for property located within the Fire District. In the event that the method of calculating the annual fee for fire protection services or other financial obligations of such other entities under such fire protection agreements differ in a material manner from the method of calculation of such annual fee or other financial obligations of Textron Aviation pursuant to this Contract the Fire District shall notify Textron Aviation in the manner set forth in *Section 9*

hereof; provided, however, failure to provide such notice shall not constitute an event of default hereunder. Thereafter, Textron Aviation may request that the Fire District consider a modification to this Contract to modify the obligations of Textron Aviation hereunder. Any such request shall be given by Textron Aviation in the manner set forth in **Section 9** hereof.

**Section 9.** Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Contract shall be in writing to the Notice Address and shall be deemed duly given or filed as of the date of mailing or transmission if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid, or (b) communicated by electronic facsimile transmission, with electronic or telephonic confirmation of receipt. A copy of all notices sent by either party hereto shall also be sent to the County. The parties hereto may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices or other communications shall be sent. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to give any notice in the manner herein provided, then such other form of notice as shall be practical under the circumstances shall constitute a sufficient notice.

**Section 10.** The transactions described herein may be conducted and documents may be stored by electronic means.

**Section 11.** This Contract shall be in force and effect upon its execution and delivery by the parties hereto, and issuance by the City of Bonds pursuant to the Letter of Intent.

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**IN WITNESS WHEREOF**, the parties have caused this Contract for Fire Protection to be entered into as of the day and year first above written.

**GOVERNING BODY OF FIRE DISTRICT  
NO. 1, SEDGWICK COUNTY, KANSAS**

\_\_\_\_\_  
Chairman

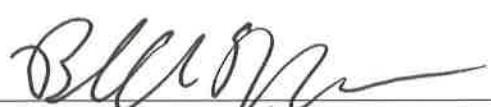
**ATTEST:**

\_\_\_\_\_  
County Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
County Counselor

**TEXTRON AVIATION INC.**

  
\_\_\_\_\_  
Name: Blake A. Mayon  
Title: VP + General Counsel

## ***EXHIBIT A***

### **Locations of Facilities Within Unincorporated Areas Of Sedgwick County, Kansas**

#### **CESSNA PROPERTY:**

#### **WALLACE COMPLEX MID-CONTINENT (OWNED) LEGAL**

#### **TRACT A**

A tract of land lying in Section 3, Township 28 South, Range 1 West of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northeast Corner of the South one-half of the Northeast Quarter of said Section 3, thence South 88°43'37" West, 50.00 feet along the North Line of the South one-half of the Northeast Quarter of said Section 3 to the point of beginning; thence South 00°39'27" East, 1310.19 feet parallel with the East Line of said Section 3; thence South 00°00'17" East, 287.50 feet parallel with the East Line of the Southeast Quarter of said Section 3; thence South 11°46'04" West, 267.30 feet; thence South 54°38'21" West, 1723.80 feet along the Northerly Right-of-Way of Highway K-42; thence along a curve to the right, 1156.20 feet, said curve having a central angle of 11°46'18", a radius of 5627.58 feet, and a long chord of 1154.17 feet, bearing South 61°51'17" West, said curve being the Northerly Right-of-Way of Highway K-42; thence North 79°33'02" West, 134.27 feet; thence South 00°04'23" West, 76.51 feet along the West Line of the Southeast Quarter of said Section 3; thence along a curve to the right, 223.14 feet, said curve having a central angle of 02°16'19", a radius of 5627.28 feet, and a long chord of 223.13 feet, bearing South 70°19'12" West, said curve being the Northerly Right-of-Way of Highway K-42; thence North 00°04'23" East, 328.30 feet along the Wichita Municipal Airport Addition boundary, an Addition to Wichita, Sedgwick County, Kansas; thence North 89°55'37" West, 390.00 feet along the Wichita Municipal Airport Addition boundary; thence North 00°04'23" East, 1821.02 feet along the Wichita Municipal Airport Addition boundary parallel with the West line of the Southeast Quarter of said Section 3; thence North 00°16'42" West, 990.71 feet along the Wichita Municipal Airport Addition boundary; thence North 89°43'06" East, 600.00 feet along the Wichita Municipal Airport Addition boundary; thence North 00°16'54" West, 327.40 feet along the Wichita Municipal Airport Addition boundary; and also the West Line of the Northeast Quarter of said Section 3 to the Northwest Corner of the South one-half of the Northeast Quarter of said Section 3; thence North 88°43'37" East, 2599.52 feet along the Wichita Municipal Airport Addition boundary to the point of beginning.

Said tract contains 200.3 acres more or less.

#### **TRACT B**

A tract of land lying in Section 3, Township 28 South, Range 1 West of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

A tract in the North Half of the Northeast Quarter of Section 10, Township 28 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas described as beginning at the Northwest corner of Lot JLN\600809.20475\FIRE PROTECTION CONTRACT (10-21-16)

8, Block 1, Ecco Industrial Addition, thence easterly along the North line of said lot a distance of 190 feet to a corner of J. I. Case Addition; thence north parallel with the West line of said Northeast Quarter and along the West line of J. I. Case Addition a distance of 875.24 feet to a corner of said J. I. Case Addition; thence west parallel to the South line of said Northeast Quarter and along the South line of said J. I. Case Addition a distance of 190 feet to a point in the West line of said Northeast Quarter; thence south along the West line of said Northeast Quarter to the point of beginning.

### **PROSPECT (OWNED) LEGAL**

A tract of land lying in Section 3, Township 28 South, Range 1 West of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Beginning at a point 50.00 feet North and 50.00 feet West of the Southeast Corner of Section 3, Township 28 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; thence South 89°01'05" West, 1182.00 feet parallel with the South Line of the Southeast Quarter of said Section 3; thence South 00°00'17" East, 20.00 feet; thence South 89°01'05" West, 1429.37 feet parallel with the South Line of said Southeast Quarter; thence North 00°04'23" East, 20.01 feet to the Southeast Corner of C.E.C.U. Addition, an addition to Sedgwick County, Kansas; thence South 88°42'17" West, 262.00 feet to the Southwest Corner of C.E.C.U. Addition; thence South 00°04'23" West 20.01 feet; thence South 88°42'17" West, 524.12 feet parallel with the South Line of said Section 3 to the Southerly Right-of-Way line of the abandoned A.T. & S.F. Railroad; thence North 73°09'44" East, 547.66 feet along the said Southerly Right-of-Way line to the Northwest Corner of said C.E.C.U. Addition; thence continuing North 73°09'44" East, 273.76 feet to the Northeast Corner of said C.E.C.U. Addition; thence continuing North 73°09'44" East, 142.32 feet along said Southerly Railroad Right-of-Way line; thence continuing along said Southerly Railroad Right-of-Way line 874.74 feet along a curve to the left, said curve having a radius of 2915.00 feet, a central angle of 17°11'36", and a long chord of 871.46 feet bearing North 64°33'56" East; thence North 55°58'08" East, 2036.05 feet along said Southerly Railroad Right-of-Way line to a point 50 feet West of the East line of said Section 3; thence South 00°00'17" East, 1710.37 feet to the point of beginning.

Said tract contains 55.1 acres more or less.

### **PAWNEE COMPLEX**

#### **TRACT A (Main Plant and East Field)**

A tract of land lying in the Northeast Quarter of Section 1, Township 28 South, Range 1 East of the Sixth Principal Meridian; the North Half of Section 6, Township 28 South, Range 2 East of said Meridian; that portion of the South Half of Section 31, Township 27 South, Range 2 East of said Meridian, lying South of relocated Pawnee (as recorded in Miscellaneous Book 542, Page 109); and that portion of the Southeast Quarter of Section 36, Township 28 South, Range 1 East of said Meridian, lying South of Pawnee Avenue and East of Woodlawn Boulevard (as recorded in Miscellaneous Book 558, Page 101), all in Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 6, thence South 89°46'05" West, 65.00 feet along the South Line of said North Half of said Section 6 to the point of beginning, said point of beginning being on the Westerly Right-of-Way of Rock Road; thence continuing along said South

Line of said North Half of said Section 6 South 89°46'05" West, 5052.82 feet to the Southwest Corner of the Northwest Quarter of said Section 6; thence South 88°39'10" West, 2648.06 feet along the South Line of the Northeast Quarter of said Section 1 to the Southwest Corner of the Northeast Quarter of said Section 1; thence North 00°01'29" West, 2669.01 feet along the West Line of the Northeast Quarter of said Section 1 to the Southeasterly Right-of-Way of the Kansas Turnpike Authority (KTA), said point being 150.00 feet right of the centerline of said KTA; thence North 52°47'53" East, 33.72 feet along said Southeasterly Right-of-Way parallel with and 150.00 feet right of said centerline of said KTA to a point on the Southerly Right-of-Way of Pawnee Avenue, said point being 40.00 feet South of the North Line of the Northeast Quarter of said Section 1; thence South 89°50'53" East, 673.14 feet along said Southerly Right-of-Way parallel with and 40.00 feet South of said North Line of the Northeast Quarter of said Section 1; thence North 00°01'29" West, 10.00 feet parallel with the West Line of the Northeast Quarter of said Section 1; thence South 89°50'53" East, 1414.56 feet along said Southerly Right-of-Way parallel with and 3.00 feet South of the North Line of the Northeast Quarter of said Section 1 to a point on a non-tangent curve to the left; thence along said curve 483.32 feet, said curve having a central angle of 42°00'57", a radius of 659.09 feet, and a long chord of 472.56 feet, bearing North 54°59'35" East; thence North 33°59'07" East, 12.15 feet along said Southerly Right-of-Way to a point on a curve to the left; thence along said curve 660.14 feet, said curve having a central angle of 33°58'55", a radius of 113.03 feet, and a long chord of 650.50 feet, bearing North 16°59'40" East, to a point on the Easterly Right-of-Way of Woodlawn Boulevard, said point being North 00°00'12" East, 874.69 feet along the West Line, and South 89°50'48" East, 50.00 feet from the Southwest Corner of the Southwest Quarter of said Section 31; thence North 00°00'12" East, 725.61 feet along said Easterly Right-of-Way parallel with and 50.00 feet East of said West Line of the Southwest Quarter of said Section 31 to the Southerly Right-of-Way of said relocated Pawnee, said point being 60.00 feet South of the centerline of said relocated Pawnee; thence North 89°39'36" East, 2413.19 feet along said Southerly Right-of-Way parallel with and 60.00 feet South of said centerline to the East Line of said Southwest Quarter of said Section 31, said point being North 00°12'09" East, 1601.65 feet from the Southeast Corner of the Southwest Quarter of said Section 31; thence continuing North 89°39'36" East, 2589.26 feet along said Southerly Right-of-Way parallel with and 60.00 feet South of said centerline to the Westerly Right-of-Way of Rock Road, said point being 65.00 feet West of the East line of the Southeast Quarter of said Section 31; thence South 00°04'46" West, 1600.04 feet along said Westerly Right-of-Way parallel with and 65.00 feet West of said East Line of the Southeast Quarter of said Section 31 to the North Line of the Northeast Quarter of said Section 6; thence South 00°03'16" East, 2669.68 feet along said Westerly Right-of-Way parallel with and 65.00 feet West of the East Line of the Northeast Quarter of said Section 6 to the point of beginning.

Said tract contains 657.89 acres more or less.

**TRACT B**  
**(Pasture Land North of Pawnee)**

The South Half of Section 31, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying North of relocated Pawnee (as recorded in Miscellaneous Book 542, Page 109) and South of the Kansas Turnpike Authority Right-of-Way (KTA) being more particularly described as follows:

Commencing at the Northeast Corner of the Southeast Quarter of said Section 31; thence South 89°46'38" West, 65.00 feet along the North Line of said Southeast Quarter to the point of beginning, said point of beginning being on the Westerly Right-of-Way of Rock Road; thence South 00°04'46" West, 639.98 feet along said Westerly Right-of-Way parallel with and 65.00 feet West of the East Line of said Southeast



Quarter; thence South 5°47'11" West, 100.57 feet along said Westerly Right-of-Way to a point 250.00 feet North of the centerline of said relocated Pawnee and 75.00 feet West of the East Line of said Southeast Quarter; thence South 00°04'46" West, 175.00 feet along said Westerly Right-of-Way parallel with and 75.00 feet West of the East Line of said Southeast Quarter to the Northerly Right-of-Way of said relocated Pawnee, said point being 75.00 feet North of the Centerline of said relocated Pawnee; thence South 89°39'36" West, 175.00 feet along said Northerly Right-of-Way parallel with and 75.00 feet North of the centerline of said relocated Pawnee; thence South 00°04'18" West, 15.00 feet; thence South 89°39'36" West, 2404.01 feet along said Northerly Right-of-Way parallel with and 60.00 feet North of the centerline of said relocated Pawnee to the West line of said Southeast Quarter, said point being North 00°12'09" West, 1721.65 feet North of the Southwest Corner of said Southeast Quarter; thence continuing South 89°39'36" West, 2213.60 feet along said Northerly Right-of-Way parallel with and 60.00 feet North of the centerline of said relocated Pawnee; thence North 00°00'31" East, 15.00 feet; thence South 89°39'36" West, 175.00 feet along said Northerly Right-of-Way parallel with and 75.00 feet North of the centerline of said relocated Pawnee to a point 75.00 feet East of the West Line of the Southwest Quarter of said Section 31, said point being on the Easterly Right-of-Way of Woodlawn Boulevard; thence North 00°00'12" East, 175.00 feet along said Easterly Right-of-Way parallel with and 75.00 feet East of the West Line of said Southwest Quarter to a point 250.00 feet North of said centerline of said relocated Pawnee; thence North 14°03'14" West, 35.36 feet along said Easterly Right-of-Way to the Southeasterly Right-of-Way of said KTA, said point being 200.00 feet right of the centerline of said KTA; thence North 52°47'53" East, 1190.22 feet along said Southeasterly Right-of-Way parallel with and 200.00 feet right of said centerline of said KTA to the North line of said Southwest Quarter; thence North 89°46'56" East, 1452.43 feet along the North Line of said Southwest Quarter to the Northeast Corner of said Southwest Quarter; thence North 89°46'38" East, 2586.96 feet along the North Line of said Southeast Quarter to the point of beginning.

Said tract contains 99.05 acres more or less.

**TRACT C**  
**(North Parking Lot)**

That portion of the Southeast Quarter of Section 36, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying South of the Kansas Turnpike Authority Right-of-Way (KTA), being more particularly described as follows:

Commencing at the Southwest Corner of said Southeast Quarter; thence South 89°50'53" East, 158.00 feet along the South Line of said Southeast Quarter; thence North 00°09'07" East, 60.00 feet to the point of beginning, said point of beginning being the intersection of the Southeasterly Right-of-Way of said KTA and the Northerly Right-of-Way of Pawnee Avenue; thence North 52°47'53" East, 3063.95 feet along said Southeasterly Right-of-Way parallel with and 150.00 feet right of the centerline of said KTA to the Westerly Right-of-Way of Woodlawn Boulevard, said point being 50.00 feet West of the East line of said Southeast Quarter; thence South 00°00'12" West, 1044.46 feet along said Westerly Right-of-Way parallel with and 50.00 feet West of said East line of said Southeast Quarter; thence North 89°59'48" West, 10.00 feet along said Westerly Right-of-Way to a point on a non-tangent curve to the right, said point being North 00°00'12" East, 874.69 feet along said East line of said Southeast Quarter and North 89°59'48" West, 60.00 feet from the Southeast Corner of said Southeast Quarter, thence along said curve 594.89 feet, said curve having a central angle of 33°58'55", a radius of 1003.03 feet, and a long chord of 586.21 feet, bearing South 16°59'40" West; thence South 33°59'07" West, 12.15 feet to a point on a curve to the right; thence along said curve 538.27 feet, said curve having a central angle of 56°10'00", a radius of 549.09 feet, and a long

chord of 516.97 feet, bearing South 62°04'07" West to the point of tangency, said point of tangency being North 89°50'53" West, 695.00 feet along the South line of said Southeast Quarter and North 00°09'07" East, 60.00 feet from the Southeast Corner of said Southeast Quarter; thence North 89°50'53" West, 1795.52 feet along the Northerly Right-of-Way of said Pawnee Avenue parallel with and 60.00 feet North of the South line of said Southeast Quarter to the point of beginning.

Said tract contains 49.38 acres more or less.

**TRACT D**  
**(Northeast Corner of Intersection of**  
**Hoover and Cessna Blvd.)**

The North 450 feet of the Southwest quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, lying West of the floodway, except that portion condemned in District Court Case A-64858, and except Highway K-42 and the AT and SF Railroad right-of-way, and except the following:

A tract of land in the Southwest Quarter of Section 2, Township 28 South, Range 1 West of the 6th P.M., described as follows: COMMENCING at the Northwest corner of said Quarter Section; thence on an assumed bearing of South 00 degrees 00 minutes 11 seconds East, 110.727 meters (363.28 feet) along the West line of said Quarter Section; thence North 89 degrees 59 minutes 49 seconds East, 30.513 meters (100.11 feet) to a point on the Northwesterly right of way line of the existing highway, said point being the Point of Beginning; FIRST COURSE, thence South 33 degrees 51 minutes 07 seconds East, 12.328 meters (40.45 feet) along said right of way line; SECOND COURSE, thence North 62 degrees 49 minutes 44 seconds East, 61.387 meters (201.40 feet) along said right of way line; THIRD COURSE, thence North 55 degrees 58 minutes 35 seconds East, 76.474 meters (250.90 feet) along said right of way line to the West line of the Big Ditch Cowskin Floodway said point being 53.748 meters (176.34 feet) South of the North line of said Quarter Section along said west line of the Big Ditch Cowskin Floodway; FOURTH COURSE, thence North 00 degrees 40 minutes 43 seconds West, 23.525 meters (77.18 feet) along said West line; FIFTH COURSE, thence South 55 degrees 58 minutes 35 seconds West, 150.317 meters (493.17 feet) to the point of beginning. The above described tract contains 0.260 hectare (0.64 acre), more or less.

**BEECHCRAFT PROPERTY:**

**TRACT 6 (Parcel 6):**

That part of Lot 1, Block 1, Chelsea Brooke Addition, Wichita, Sedgwick County, Kansas, described as beginning at the Northeast corner thereof; thence south along the East line of said Lot, 397.2 feet; thence west parallel with the North line of said Lot, 663 feet, more or less, to the West line of said Lot; thence north along the West line of said Lot, 397.2 feet to the Northwest corner; thence east 662.78 feet to the point of beginning.

**TRACT 7 (Parcel 7)**

:  
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, AND Kingsrow Street, AND Second Street, all as platted in Barth Addition, Sedgwick County, Kansas, and vacated in Vacation Order Case No. VAC2007-00004, recorded at DOC.#/FLM-PG: 28895568; EXCEPT (retain) the 20 feet of said Barth Addition that was

platted/dedicated for Greenwich Road right-of-way and that dedicated by separate instruments for "Easement for Right-of-Way" as described in said Vacation Order; AND EXCEPT that part lying within the following described tract: Commencing at the Northeast corner of the Northeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, thence S 89°02'44" W along the North line of the Northeast Quarter of Section 21, a distance of 630.00 feet to the point of beginning; thence S 0°57'16" E, a distance of 356.00 feet; thence N 89°02'44" E, a distance of 124.04 feet to a line that is 505.00 feet westerly of and parallel with the East line of the Northeast Quarter of Section 21; thence S 0°48'02" E along the line that is 505 feet westerly of and parallel with the East line of said Northeast Quarter, a distance of 1549.68 feet; thence S 89°11'58" W, a distance of 1100.00 feet; thence N 0°48'02" W, a distance of 1902.73 feet to the North line of the Northeast Quarter of Section 21; thence N 89°02'44" E along said North line of said Northeast Quarter, a distance of 975.01 feet to the point of beginning.

**TRACT 11 (Parcel 11):**

The Northwest Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; subject to road purposes on the west 40 feet for Webb Road (Film 389, Page 1057).

**TRACT 12 (Part of Parcel 12):**

The Southwest Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the following: Commencing at the southwest corner of said Southwest Quarter; thence on an assumed bearing of N00°48'14"W along the west line of said Southwest Quarter, a distance of 237.15 feet; thence N89°11'46"E a distance of 100.00 feet to a point on the east right-of-way line of Webb Road, said point also being the Point of Beginning; thence N05°27'26"W along said right-of-way line, a distance of 431.42 feet; thence N00°48'14"W continuing along said right-of-way line, a distance of 302.26 feet; thence N89°11'46"E a distance of 60.00 feet; thence on a curve to the right having a radius of 125.00 feet, a chord bearing of S45°48'14"E and a chord length of 176.78 feet, an arc length of 196.35 feet; thence S00°48'14"E a distance of 103.53 feet; thence N88°59'53"E a distance of 910.00 feet; thence S00°48'14"E a distance of 676.31 feet to a point on the north right-of-way line of U.S.54 Highway; thence S88°59'56"W along said right-of-way line, a distance of 552.06 feet; thence continuing along said right-of-way line, a distance of 99.27 feet; thence N79°32'59"W continuing along said right-of-way line, a distance of 100.74 feet; thence N87°49'18"W continuing along said right-of-way line, a distance of 180.29 feet; thence N00°48'14"W continuing along said right-of-way line, a distance of 136.35 feet; thence S89°11'46"W continuing along said right-of-way line, a distance of 130.00 feet to the Point of Beginning; said tract thereof being subject to road purposes on the west for Webb Road and on the south for U.S. Highway 54.

**TRACT 13 (Parcel 13):**

The Southeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the Southeast Quarter of said Southeast Quarter thereof, AND EXCEPT that part lying within the following described tract: Beginning at the Southeast corner of the Northeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence north along the East line of said Northeast Quarter, a distance of 210 feet; thence west at right angles a distance of 480 feet; thence south along a line parallel to the East line of said Northeast Quarter, a distance of 790 feet; thence east at right angles a distance of 480.43 feet to a point

on the East line of the Southeast Quarter of said Section 21, which point is 580 feet south of said Southeast corner of the Northeast Quarter; thence north along the East line of said Southeast Quarter to the point of beginning; said tract thereof being subject to road purposes on the east 40 feet for Greenwich Road (Misc. Book 319, Page 467) and on the south for U.S. Highway 54.

#### **TRACT 14 (Parcel 14)**

The Northeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT that part platted as Barth Addition, Sedgwick County, Kansas, AND EXCEPT that part lying within the following described tract: Beginning at the Southeast corner of the Northeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence north along the East line of said Northeast Quarter, a distance of 210 feet; thence west at right angles a distance of 480 feet; thence south along a line parallel to the East line of said Northeast Quarter, a distance of 790 feet; thence east at right angles a distance of 480.43 feet to a point on the East line of the Southeast Quarter of said Section 21, which point is 580 feet south of said Southeast corner of the Northeast Quarter; thence north along the East line of said Southeast Quarter to the point of beginning, AND EXCEPT that part described as commencing at the Northeast corner of the Northeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence S 89°02'44" W along the North line of the Northeast Quarter of Section 21, a distance of 630.00 feet to the point of beginning; thence S 0°57'16" E a distance of 356.00 feet; thence N 89°02'44" E, a distance of 124.04 feet to a line that is 505.00 feet westerly of and parallel with the East line of the Northeast Quarter of Section 21; thence S 0°48'02" E along the line that is 505 feet westerly of and parallel with the East line of said Northeast Quarter, a distance of 1549.68 feet; thence S 89°11'58" W, a distance of 1100.00 feet; thence N 0°48'02" W, a distance of 1902.73 feet to the North line of the Northeast Quarter of Section 21; thence N 89°02'44" E along said North line of said Northeast Quarter, a distance of 975.01 feet to the point of beginning; said tract thereof being subject to road purposes on the east for Greenwich Road and on the north for Old Central Avenue, except where Central Avenue is vacated (Vacation Order MAPD Case No. V-2021, recorded in Film 1974, Pages 1707 through 1710, dated October 13, 1999) AND being subject to road purposes on the north for Tract 15 of relocated Central Avenue on Page 8 of Exhibit "A" in the Right of Way Agreement for public road and highway purposes, recorded on Film 1553, Pages 988 through 995, dated September 21, 1995.

#### **TRACT 19 (Parcel 19):**

Beginning at the Southeast corner of the Northeast Quarter of Section 21, Township 27 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence North along the East line of said Northeast Quarter, a distance of 210 feet; thence west at right angles, a distance of 480 feet; thence south along a line parallel to the East line of said Northeast Quarter, a distance of 790 feet; thence east at right angles a distance of 480.43 feet to a point on the East line of the Southeast Quarter of said Section 21, which point is 580 feet south of said Southeast corner of the Northeast Quarter; thence north along the East line of said Southeast Quarter to the point of beginning; said tract thereof being subject to road purposes on the east 40 feet for Greenwich Road (Misc. Book 319, Page 467 and Page 471).