

PLAT NO. S/D 75-46 DRAWING NO. 5747
NAME ORTHOPEDIC SPECIALITIES ADDITION
LOCATION: NE corner Hillside and Chatfield
ENGINEER Moehring & Assoc.
OWNER Charles E. Henning, M.D.
APPLICATION FILED 6-10-75
SKETCH PLAT FILED none submitted
PRELIMINARY FILED 6-10-75
S/D ACTION 6-19-75 Approved
FINAL FILED 7-7-75
S/D ACTION 7-17-75 Approved
MAPC ACTION 7-24-75 Approved
PCC ACTION 10-21-75 Approved
RECORDED 10-30-75
REMARKS Old cash guarantee for curb cut
closed.

S/D 75-46 - ORTHOPEDIC SPECIAL-
ITIES ADD. NE corner Hillside and
Chatfield. Moehring & Assoc.

POSTED
6-18-75

ACTION

	DATE
S/D COMMITTEE <i>Mulin</i> <u>Approved</u>	<u>6-18-75</u>
<i>final</i> <u>Approved</u>	<u>7-17-75</u>
M.A.P.C. <u>Approved</u>	<u>2-24-75</u>
B.C.C./B.C.C. <u>Approved</u>	<u>10-21-75</u>

Map No. 5747
Sec. No. 23
Twp. No. 27
Range 1E

Subdivision Report and Progress
S/D No.: 75-46

Name: ORTHOPEDIC SPECIALITIES ADDITION
General Location: NE corner Hillside and Chatfield
Owner: Charles E. Henning, M.D.
Address: 7401 Pagent Phone: 684-8958
Subdivider: same Phone: _____
Address: _____
Engineer/Surveyor: Moehring & Associates
Address: 314 Brown Bldg. Phone: 263-6781

Application Received 6-10-75
Conf. with Applicant none
Sketch Plat Received _____
Present Zoning RB
Proposed Zoning BB
Letter of Intent none

PREL. PLAT RECEIVED 6-10-75
S/D Comm. Action 6-19-75 *App.*

Dept. Report on Prel. 6-20-75

TRACING PROGRESS:
Received 10-8-75
Released _____
Received _____
Released _____

FINAL PLAT RECEIVED 7-7-75
S/D Comm. Action 7-17-75
Approved
Dept. Report on Final 7-18-75
M.A.P.C. ACTION 7-24-75 *Approved*
Dept. Report on Final 7-25-75
Letter on Irons Received N/A
Title/Taxes Rec'd & Reviewed 10/16/75
Final Review 10-16-75
Referral to B.C.C. 10-16-75
B.C.C. ACTION 10-21-75 *Approved*
Recorded 10-30-75

Comments:

Z-1710 Associated Zone Case
10/27/75 called Don Muehling to pick up plat tracing for recording.
10/25 not for MFC



REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

ORTHOPEDIC SPECIALITIES ADDITION was
filed for record on October 30, 1975

Bette J. McCall
Register Of Deeds

T9-302 (2)

T9-328

Form 222-021

PAYMENT NOTICE

City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

Bldg & Elev.	Elec.	Elev. Insp.	Exam. Fees
Hse. Mvr.	Hse. Moving	Licse.	Mech.
Oil Well	Pav. Cuts	Sign	Plbg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer		450

DESCRIPTION AMOUNT

Orthopedic Specialist

Name *Charles E. Henning*

Address *7401 Pagent*

Type *AA 407107* Due Date

Comments:

Date *6/10/75* By *J. Richter*

Nov.20, 1975

Donald C. Gisick, City Clerk

Jack H. Galbraith, Chief Planner

Z-1710 - Zone Change from "RB" to "BB"; and
✓ S/D 75-46 - Orthopedic Specialties Addition

At the regular meeting of the Board of City Commissioners on July 22, 1975, the above captioned request for zone change was considered and approved, subject to platting, and the City Clerk was instructed to withhold publication of the ordinance effectuating the zone change until such time as the plat had been recorded. The Associated plat was approved by the Board of City Commissioners on October 21, 1975.

This is to advise you that the final plat of Orthopedic Specialties Addition was recorded with the Register of Deeds on October 30, 1975, and therefore, the ordinance effectuating the zone change may now be published.

Jack H. Galbraith
Chief Planner

JHG:el

LAW OFFICES OF
CURFMAN, BRAINERD, HARRIS, BELL, WEIGAND & DEPEW

SUITE 830 FIRST NATIONAL BANK BUILDING
WICHITA, KANSAS 67202
(316) 263-9111

LAWRENCE WEIGAND
COUNSEL

LAWRENCE E. CURFMAN
BYRON BRAINERD
CHARLES W. HARRIS
DONALD A. BELL
J. L. WEIGAND, JR.
SPENCER L. DEFEW
PAUL M. BUCHANAN
JOHN R. STALLINGS
BRIAN G. GRACE
WINDLELL D. SNOW
WINTON M. HINKLE
TOM G. JOHNSON
JACK SCOTT MINTTEER
DENNIS L. GILLEN
VAN R. DELROYAL
JOHN E. CATCH
THOMAS D. BORNIGER
STEPHEN J. SEDNAR
MICHAEL D. MORRISON
R. MICHAEL ROGERS

October 14, 1975

Wichita - Sedgwick County
Metropolitan Area Planning Commission
City Building Annex
104 South Main Street
Wichita, Kansas 67202

Re: S/D 75-46 Orthopedic Specialties
Addition

Gentlemen:

THIS IS TO CERTIFY that we have examined the abstract of title to the following described real property, to-wit:

Lots 13 and 15 and the West 50 1/4 feet of Lots 17 and 19 on Hillside Avenue in Floral Addition to Wichita, Sedgwick County, Kansas.

and we have further examined Title Insurance Policy No. 170350419166, issued by Chicago Title Insurance Company covering the following described real property, to-wit:

The East 80 feet of Lots 17 and 19 on Hillside Avenue in Floral Addition to Wichita, Sedgwick County, Kansas.

Based upon our examination of said abstracts and policy of title insurance, we find title to be in:

Charles E. Henning and Susan F. Henning,
husband and wife as joint tenants with
the right of survivorship and not as
tenants in common,

subject, however, to the following:

1. Taxes for the year 1974 and all prior years have been paid in full.
2. There is an outstanding mortgage against the above described real estate. Said mortgage was granted by Charles E.

Title Opinion
Wichita - Sedgwick County
Metropolitan Area Planning Commission
October 14, 1975
Page 2

Henning and Susan F. Henning, his wife, to the First National Bank, Wellington, Kansas, on August 7, 1975 and said mortgage is filed of record on Film 152 at page 968, Document No. 242287. This mortgage is a lien against the above captioned property.

3. There is an easement in favor of the City of Wichita which covers a portion of the captioned property described as follows, to-wit:

Commencing at the Northwest Corner of Lot 17 on Hillside Avenue in Floral Addition to Wichita, Kansas, thence East 48 feet, thence South 15 feet for a place of beginning, thence East 100 feet, thence South 10 feet, thence West 100 feet, thence North 10 feet to beginning.

The purpose of this easement is to grant a sewer right-of-way 10 feet wide across the captioned property. Said easement was executed on May 1, 1920 and filed of record in the office of the Register of Deeds of Sedgwick County, Kansas, on the 20th day of August, 1920 in Miscellaneous Book S at page 378 and page 379. There is a resolution adopted by the City of Wichita authorizing the construction of storm sewer number 105 which resolution also establishes the benefit district to be served by said sewer. This resolution was adopted April 10, 1973, recorded in Book 551 at page 620 and it appears that the captioned property shall be subject to special assessments for the construction of said sewer.

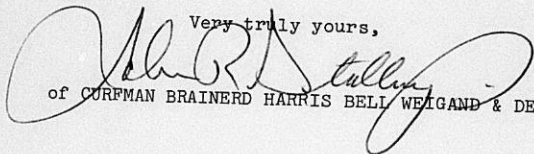
The City of Wichita has adopted a resolution declaring Hillside Avenue from 120 feet North of the North line of Chatfield Place to the center line of the Frisco Railroad right-of-way, a major traffic street, directing the improvement of same and providing that the cost of that portion of the same from 120 feet North of the North line of Chatfield Place to 200 feet South of the South line of Central Avenue shall be paid 100% by the City at large. This resolution was adopted April 3, 1973 and was recorded on Film No. 109 at page 486. City Ordinance Nos. 336-335 of the City of Wichita, adopted on January 14, 1975 and recorded on Film No. 129 at page 235 authorizes such improvement of Hillside Avenue.

4. As indicated by the attached copy of the above described insurance policy, there was an easement reservation created by a deed dated May 12, 1921. This item appears as

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Wichita - Sedgwick County
Metropolitan Area Planning Commission
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paragraph number 5 under Schedule B of the Title Insurance Policy. Since the fee title owners now own both tracts covered by the reserved easement, said easement has merged with the fee simple title to the property.

Very truly yours,

A handwritten signature in cursive script, appearing to read "J. R. Stalling".

of CUFMAN BRAINERD HARRIS BELL WEIGAND & DEPEW

JRS:pv

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY FORM B-1970
(Amended 10-17-70)

17 035 04 19166

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

Alvin W. Long

President.

Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) AM 7-8371



ATTEST:

Chester C. McCullough

Secretary.

IMPORTANT

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the real estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

OWNERS FORMFORM 3902
R-4-70**SCHEDULE A**

	Number	Date of Policy	Amount of Insurance
Owners	17 035 04 19166	8-30-75 @ 7:00 A.M.	Owners \$24,750.00
Loan	17 035 02 14412		Loan \$24,750.00

NOTE: A loan policy on the encumbrance described in this Schedule has been issued naming as the insured:

The First National Bank, Wellington, Kansas

1. Name of Insured:

Charles E. Henning and Susan F. Henning, husband and wife,
as joint tenants

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee simple

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

Mortgage dated August 7, 1975, executed by Charles E. Henning and Susan F. Henning, his wife, to The First National Bank, Wellington, Kansas, filed August 7, 1975, as Document No. 242287, on Film 152, Page 968, in the original amount of \$231,000.00.

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

The East 80 feet of Lots 17 and 19, on Hillside Avenue, in Floral Addition to Wichita, Sedgwick County, Kansas

This policy valid only if Schedule B is attached.

ALTA OWNERS FORM

SCHEDULE B

Policy Number 17 035 04 19166

Owners

Policy Number 17 035 02 14412

Loan

This policy does not insure against loss or damage by reason of the following exceptions:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

1. General taxes and special assessments for the year 1975 and subsequent years, not now due and payable.

Taxes or special assessments which have not been certified to the Office of the County Treasurer and entered on the tax rolls thereof prior to the date hereof.

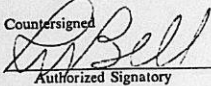
2. Encroachments, overlaps, boundary line disputes and any matters, including unrecorded easements or claims of easements, which would be disclosed by an accurate survey and inspection of the premises.

3. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. Easement to City of Wichita for sewer right of way across: "The easement right of way to be 10 feet wide described as follows: Commencing at the NW corner of Lot 17, Hillside Ave., Floral Add. to Wichita, East 48 ft. South 15 ft. for a job thence E 100 ft.; thence S 10 ft., thence W 100 ft., thence N 10 ft. to beginning.", as granted in instrument filed in Book Misc. S, Pages 378 and 379.

5. Easement reserved and created in Deed dated May 12, 1921, filed May 16, 1921, wherein Mae Smithson, grantor, and Aaron H. Barnes, grantee, reserved as follows: "Provided that grantor reserves an easement for road purposes on the four feet off of the West side of West 40 feet of East 80 feet of Lots 17 and 19, and in consideration thereof gives and grants to grantee herein his heirs and assigns a like easement on the four feet off of the East side of West 50½ feet of said lots." Said deed filed in Book 338, Page 207; also, same easement reserved and created in deed dated November 2, 1921, filed November 4, 1921, in Book 343, Page 139, wherein Mae Smithson, grantor, and Karl H. Fitch, grantee, which deed conveyed the West 50½ feet of said Lots 17 and 19.

Countersigned



Authorized Signatory

tft

Schedule B of this Policy consists of 2 pages.

(Schedule B continued)

Policy Number 17 035 04 19166
OwnersPolicy Number 17 035 02 14412
Loan

NOTE: The indebtedness secured by the mortgage described in Item 4, Schedule A, hereof is further secured by certain real property, the title to which is not insured hereby. It is understood and agreed by and between the Company and the Insured that the loan value of the premises described in Item 5, Schedule A hereof is \$24,750.00, and it is further agreed that all payments to the principal of said indebtedness shall reduce the liability hereunder in the same ratio that the agreed loan value of the premises here in question bears to the total face amount of the note secured by the mortgage herein described.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this

policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under

CONDITIONS AND STIPULATIONS (Continued on Reverse Side)

CONDITIONS AND STIPULATIONS (Continued)

any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights

and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its principal office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office of the Company.

Form 3007

111 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602

CHICAGO
TITLE INSURANCE
COMPANY

THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202



POLICY
OF
TITLE
INSURANCE

American Land Title Association
Owner's Policy Form B-1970
(Amended 10-17-70)

STATE OF KANSAS, COUNTY OF SEDGWICK, SS:

The Security Abstract and Title Co., Inc. hereby certifies that the foregoing is a true and correct abstract of all conveyances and other instruments of writing, including Federal Tax Liens, filed for record or recorded in the office of Register of Deeds of Sedgwick County together with all instruments filed under the Uniform Commercial Code except chattel mortgages or filings under UCC not indexed in the Recording Book and not recorded in the Miscellaneous Records of said office affecting the title to the following described real estate in the County of Sedgwick, State of Kansas, to-wit:

Lots 13 and 15, and the West 50½ feet of
Lots 17 and 19, on Hillside Avenue, in
Floral Addition to Wichita, Kansas,
Sedgwick County, Kansas.

That the records in the office of the County Treasurer of said county, on the date of this certificate, show taxes for (See Note Below): 1974 and prior years paid. Key #C-4093, C-4094 & C-4097 (1974 tax \$856.99)

Security

That the acknowledgments to the various instruments abstracted herein are regular and the signatures are of record as shown and so appear in the acknowledgment, except as otherwise noted in the within abstract.

That all judgments and transcripts of judgments, State Income Tax liens, mechanics' liens, personal property tax liens, executions and foreign executions, attachments and suits pending on file or of record in the District Court and the Court of Common Pleas in and for said county and state, and all liens, proceedings in bankruptcy, judgments against, or suits pending in the office of the clerk of the United States District Court for the District of Kansas at Wichita, Kansas, in which any of the persons as named in the within abstracts are parties, which in any way constitute a lien on the real estate above described, are referred to within the abstract, except as shown below:

That there is no County Court in Sedgwick County, Kansas.

That all proceedings in the Probate Court of said County and State by or against any of the persons named in the within abstract which in any way affects the title to the above described real estate, are referred to within the abstract, except as shown below:

This certificate covers a period of time from the 15th day of May, 1975 at 7:00 o'clock A.M. as to Lots 13 and 15; and from the 28th day of July, 1975 at 7:00 o'clock A.M. as to the West 50½ feet of Lots 17 and 19;

to this 3rd day of October, 19 75, at 7:00 o'clock A.M. Transfers 1 to 5 inclusive.

IN TESTIMONY WHEREOF, we have hereunto set our hand and affixed our corporate seal at Wichita, Kansas,

No. 229843
jwp

THE SECURITY ABSTRACT AND TITLE CO., Inc.

By John P. Ryan
Assistant Vice President

The above Certificate is hereby extended from
o'clock M. to this day of
to inclusive.

day of 19 , at o'clock M. Transfers

IN TESTIMONY WHEREOF, we have hereunto set our hand and affixed our corporate seal at Wichita, Kansas.

THE SECURITY ABSTRACT AND TITLE CO., Inc.

No.

By _____
Assistant Vice President

NOTE: Because of possible change in tax rolls always confirm both the above legal description and the Key Number when contacting the Treasurer's office.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

Alvin W. Long
President.

Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) AM 7-8371

ATTEST:

Chester C. McCullough
Secretary.

John M. Bell
Authorized Signatory



SCHEDULE ANumber
227402Effective Date
July 31, 1975, 7 A.M.

1. Policy or Policies to be issued:

OWNER'S: ALTA Fm B 1970 \$24,750.00

Proposed Insured:

Charles E. Henning

LOAN: ALTA 1970 \$ amount to be determined

Proposed Insured:

The First National Bank of Wellington, Kansas.

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:
Stephen L. Clark
3. The land referred to in the Commitment is described in Schedule C.

SCHEDULE B — Section 1

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
 - (a) File Warranty Deed from Stephen L. Clark and Judith E. Clark, husband and wife, to Charles E. Henning.
 - (b) File Mortgage from Charles E. Henning, and spouse if any, to The First National Bank of Wellington, Kansas.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable. 1974 taxes paid in sum of \$477.67. Key No. C-4095 and 4096.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

When the instruments for
recording include the above
referenced commitment number.

SCHEDULE C

Number
227402

The land referred to in this Commitment is described as follows:

The East 80 feet of Lots 17 and 19, on Hillside Avenue,
in Floral Addition to Wichita, Sedgwick County, Kansas.

EASEMENT

THIS EASEMENT made this thirtieth (30th) day of September, 1975, by and between F. M. Snodgrass and E. Ruth Snodgrass, of the first part and Charles E. Henning, M. D., and Susan Henning of the second part.

WITNESSETH: That the said first parties, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer pipes and a sewer system over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

Beginning at a point 15 feet North of the Southwest Corner of Lot 18, Block 2, in Floral's Addition to Wichita, Kansas; thence North 10.0 feet; thence East 29.0 feet; thence South 10.0 feet; thence West 29.0 feet to the point of beginning.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer and sewer system.

IN WITNESS WHEREOF: The said first parties have signed these presents the day and year first written above.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
OCT 6 1975
NO. 2 50109
BETTE F. McCART
NOTARY OF DEEDS
Pat Kottler
Deputy

F. M. Snodgrass
F. M. SNODGRASS

E. Ruth Snodgrass
E. RUTH SNODGRASS

STATE OF KANSAS) SS
SEDGWICK COUNTY)

Personally appeared before me, a notary public, in and for the County and State aforesaid F. M. Snodgrass and E. Ruth Snodgrass

to me personally known to be the same person S who executed the foregoing instrument of writing and said person S duly acknowledged the execution thereof.

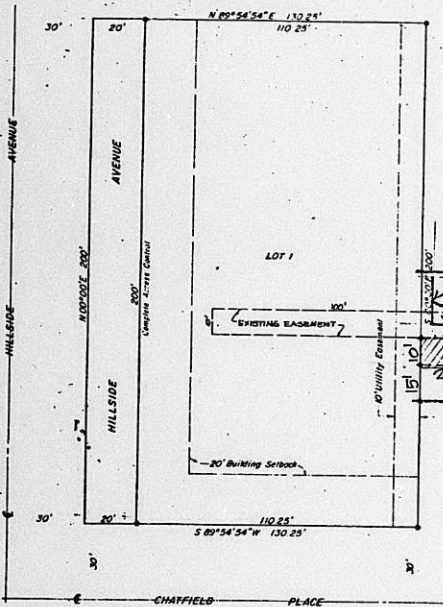
Dated at Wichita, Kansas, this 30th day of October 1975.

Dennis Crane
Notary Public

My Commission expires: October 3, 1977

100 copy
Don Moehring
314 Brown Bldg

ORTHOPEDIC SPECIALTIES ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS



APPROX. LOCATION EXISTING GARAGE
NEW BASEMENT

This plat of "ORTHOPEDIC SPECIALTIES ADDITION" has been submitted to and approved by the Wichita-Sedgewick County Metropolitan Area Planning Commission, Wichita, Kansas, this _____ day of _____, 1975.

Wichita-Sedgewick County Metropolitan Area Planning Commission

Edwin R. Toman _____ Chairman
Robert S. Levin _____ Secretary

This plat approved and all dedications hereon accepted by the City Commission of the City of Wichita, Sedgewick County, Kansas, this _____ day of _____, 1975.

Genevieve A. Wilcox _____ Mayor
Dorothy C. Gifford _____ City Clerk

This plat approved and all dedications hereon accepted by the Board of County Commissioners of Sedgewick County, Kansas, this _____ day of _____, 1975.

Earl E. Bush _____ Chairman
Tom Skiff _____ Commissioner
John Kelly _____ Commissioner
Attest: George Pierce _____ County Clerk

STATE OF KANSAS, COUNTY OF SEDGWICK, SS:
I, Don C. Hoehring II, a Civil Engineer in said State and County do hereby certify that the above surveyed and platted "ORTHOPEDIC SPECIALTIES ADDITION" in Wichita, Sedgewick County, Kansas, into a lot and an easement, the same being hereinafter set forth on the accompanying plat and described as being a part of Lots 13, 15, 17, and 19, Block 2 in "Forest" Addition to Wichita, Kansas.

Don C. Hoehring II _____ Consulting Engineer

Know all men by these presents that the undersigned, property owners of the land as above set forth in the Civil Engineer's Certificate, have caused the same to be surveyed and platted into a lot and an easement, the same to be known as "ORTHOPEDIC SPECIALTIES ADDITION" in Wichita, Sedgewick County, Kansas. The above is hereby dedicated to and for the use of the public. Easements for the construction and maintenance of public utilities, as indicated on the accompanying plat, are hereby granted. All abutting owners of access to and from Hillside Avenue, over and across the west line of lot 1, are hereby granted to the City of Wichita.

Charles E. Henning _____ Susan Henning _____

STATE OF KANSAS, COUNTY OF SEDGWICK, SS:
Be it remembered that on this _____ day of _____, 1975, before me, a Notary Public in and for said State and County, came Charles E. Henning and Susan Henning, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my Notary Seal the day and year above written.

_____ Notary Public

My Commission expires _____



MOEHRING & ASSOCIATES

CONSULTING ENGINEERS

7 October 1975

Mr. Curtis Newby, Junior Planner
Metropolitan Area Planning Commission
City Building Annex
104 S. Main St.
Wichita, Kansas 67202

Re: S/D 75-46 - Final Plat of
ORTHOPEDIC SPECIALTIES ADDITION

Dear Curtis:

In response to Items F and G as set forth in your letter dated July 18, 1975, I wish to advise that all of the existing buildings on the above referenced subdivision have been removed.

Very truly yours,

MOEHRING & ASSOCIATES
CONSULTING ENGINEERS

Don C. Moehring II
Don C. Moehring II



CERTIFICATE

City of Wichita)
Sedgwick County) ss
State of Kansas)

I, Charles E. Henning and Susan Henning, owner and plat-
tor of Orthopedic Specialties Addition, do hereby
certify that petitions for the following improvements have been
submitted to the Board of Commissioners of the City of Wichita,
Kansas:

1. Sidewalk petition: on the east side of Hillside from Chatfield to 200 feet north of Chatfield.
2. Sidewalk petition: on the north side of Chatfield from Hillside to 110.25 feet east of Hillside
3. Not applicable.
4. Not applicable.
5. Not applicable.
6. Not applicable.
7. Not applicable.

As a result of the above-mentioned petitions for im-
provements, lots within Orthopedic Specialties Addition
may be subject to special assessments assessed thereto for the
cost of constructing the above-described improvements.

Signed this first (1st) day of October, 1975.

Charles E. Henning
Charles E. Henning
Susan Henning
Susan Hennings

City of Wichita)
Sedgwick County) ss
State of Kansas)

Be it remembered that on this 1st day of October,
1975 before me, a notary public in and for said County and State,
came Charles E. Henning and Susan Henning, to me personally
known to be the same persons who executed the fore-going instrument
of writing and duly acknowledged the execution of same.

In Testimony Whereof, I have hereunto set my hand and
affixed my notarial seal the day and year above written.

Dennis Crane
Notary Public

My Commission Expires:
October 3, 1977

T9-128



WICHITA-SEDGWICK COUNTY

METROPOLITAN AREA PLANNING DEPARTMENT

DATE

October 6, 1975

TO The File
 FROM Curtis L. Newby, Junior Planner
 SUBJECT Curb closing guarantee.

On October 3, 1975, Don Moehring submitted a cashiers check from Charles E. Henning in the amount of \$300 guaranteeing the closing of the two existing curb openings on Hillside Avenue on or before July 24, 1977, two years from the date of approval of the plat by the Planning Commission.

The cashiers check has been cashed by the City Treasurer and placed in a guaranteed trust account No. KAMA261500.

Curtis L. Newby
 Curtis L. Newby, Junior Planner

CLN:rme

cc: Don Moehring, Engineer
 314 Brown Building, 67202

Cash		Date		Mo.		Day		Year	
<input checked="" type="checkbox"/>	Check								
Fund No.	Amount	Invoice No.	Amount						
KAMA 261500	300.00								
TOTAL									
Received of <i>Charles E. Henning</i> the sum of <i>Three hundred & 00/100</i> DOLLARS Being for <i>guarantee of closure curb cuts</i> Department <i>180 75-46-7</i> - <i>Trust Plat - for the public use</i> <i>CLN</i>									
Wichita, Kansas <i>10-6-1975</i> The City of <i>Wichita</i> of <i>Kansas</i> No. <i>262504</i> \$ <i>300</i> 00 Collector									

THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public
Works Maint.

DATE July 25, 1975

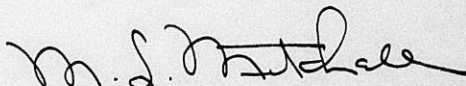
TO Jack Galbraith, Chief Planner, MAPD

FROM M. S. Mitchell

SUBJECT - Orthopedic Specialties Adn.
SD 75-46

Reference is made to my request before the Subdivision Committee for a Lot Grading Plan for subject Addition. Please be advised this date we have received a letter from the engineer (copy attached) stating that "upon development of the site, the surface water drainage will be directed to Chatfield Place and Hillside Avenue." This plan is satisfactory.

I trust this information is sufficient to permit final processing of the plat; however, if further information or discussion is desired, please advise.



M. S. Mitchell,
Ass't. Superintendent of
Public Works Maintenance

MSM/glm

cc: G. H. Wilton
Orthopedic Specialties Adn. Plat File
Central Insp./John Riddel

Attach.



MOEHRING & ASSOCIATES

CONSULTING ENGINEERS

M.S. Mitchell
Assistant Superintendent of
Public Works Maintenance
City Building Annex
104 S. Main
Wichita, Kansas 67202

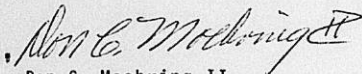
Re: Orthopedic Specialties Addition

Dear Mr. Mitchell,

In conformance with the requirements of the platting procedure for the above reference Sub-Division, we wish to state that upon development of the site, the surface water drainage will be directed to Chatfield Place and Hillside Avenue.

Very truly yours,

MOEHRING & ASSOCIATES
CONSULTING ENGINEERS



Don C. Moehring II

JUL 25 1975

July 25, 1975

Moehring & Associates
314 Brown Building
Wichita, Kansas 67202

Re: S/D 75-46 - Final Plat of
ORTHOPEDIC SPECIALITIES
ADDITION

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on July 24, 1975, the above-captioned plat was considered. The action of the Commission was to recommend that the plat be approved as recommended by the Subdivision Committee, subject to the conditions stated in our letter of July 18, 1975.

In addition to complying with those conditions, it is necessary that you meet the following requirements before this plat can be forwarded to the Board of City Commissioners for consideration:

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. Certification by an attorney that fee title is vested in the platlor.
4. Certification that all taxes due and payable for 1974 and prior years have been paid.

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

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: Charles E. Henning, M.D., 7401 Pagent 67206
Dean Sellers, Assistant City Engineer

July 18, 1975

Moehring & Associates
314 Brown Building
Wichita, Kansas 67202

Re: S/D 75-46 - Final plat of
ORTHOPEDIC SPECIALITIES
ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 17, 1975, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- X. Approval of this plat is subject to approval of the associated zone case Z-1710 from "RE" to "BB", which is scheduled for consideration by the Board of City Commissioners on July 22, 1975.
- E. A site development plan shall be submitted to the Fire Department prior to the issuance of any building permits.
done by private sewer contract see copy in this file City has approved
- ~~E.~~ The applicant shall contact the Engineering Division relative to serving subject property with sanitary sewer.
- F. The applicant's engineer shall submit a lot grading plan to M. S. Mitchell of the Maintenance-Flood Control Office. A letter obtained from Mr. Mitchell approving said plan shall be submitted to the Planning Department.
- ~~E.~~ *return cashless check 6300*
The applicant shall make satisfactory arrangements with the Engineering Division relative to closing the existing curb cuts on Hillside.
- F. That portion of the existing building extending into the street right-of-way being dedicated for Hillside shall be removed prior to recording of the plat. A letter shall be submitted stating that said structure has been removed.

S/D 75-46
July 18, 1975
Page 2

- G. The applicant shall be advised that existing buildings extending into the setback area will become nonconforming upon recording of the plat.
- H. *petitioner - needs to be returned from Reg*
The applicant shall install or guarantee the reconstruction of sidewalks adjacent to the east side of Hillside and the north side of Chatfield adjacent to the new property lines.
- I. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Enclosed with the applicant's copy of this letter is a list of the five methods which have been adopted as being acceptable for guaranteeing improvements required in the approval of plats. Forms for the bond and irrevocable letter of credit are available from this office.

The enclosed "marked" copy of the final plat is for your information and files.

This matter will be forwarded to the Planning Commission for its consideration on Thursday, July 24, 1975, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Enclosure

cc: Charles E. Henning, M.D., 7401 Pagent, 67206
Dean Sellers, Assistant City Engineer

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 75-46 Name ORTHOPEDIC SPECIALITIES ADDITION
Date Application Rec'd. 6-10-75 Preliminary Approval 6-19-75
Scheduled S/D Meeting 7-17-75

DESCRIPTION

General Location Northeast corner of Hillside and Chatfield.

Owner Charles E. Henning, M.D.
Surveyor/Engineer Moehring & Associates Phone 263-6781
Address 314 Brown Building

1. Gross Acreage of Plat 0.6
2. Number of Lots:
 - Residential _____
 - Commercial 1
 - Industrial _____
 - Other _____
 - Total Number of Lots 1
3. Minimum Lot Frontage 200 ft.
4. Minimum Lot Area 22,050 sq.ft.
5. Existing Zoning RB
6. Proposed Zoning BB
7. Lineal Feet of New Streets:
 - a. 50 R/W 200 ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL _____ 200 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers Yes (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) N/A (Yes-No)
12. City of Wichita : Three-Mile Area _____

STAFF COMMENTS:

- A. Approval of this plat is subject to approval of the associated zone case Z-1710 from "RB" to "BB" which is scheduled for consideration by the Board of City Commissioners on July 22, 1975.
- B. A site development plan shall be submitted to the Fire Department prior to the issuance of any building permits.
- C. The applicant shall contact the Engineering Department relative to serving subject property with sanitary sewer.
- D. The applicant's engineer shall submit a lot grading plat to M. S. Mitchell of the Maintenance-Flood Control Office. A letter obtained from Mr. Mitchell approving said plan shall be submitted to the Planning Department.
- E. The applicant shall make satisfactory arrangements with the Engineering Department relative to closing the existing curb cuts on Hillside.
- F. That portion of the existing building extending into the street right-of-way being dedicated for Hillside shall be removed prior to recording of the plat. A letter shall be submitted stating that said structure has been removed.
- G. The applicant shall be advised that existing buildings extending into the setback area will become nonconforming upon recording of the plat.
- H. The applicant shall install or guarantee the reconstruction of sidewalks adjacent to the east side of Hillside and the north side of Chatfield adjacent to the new property lines.
- I. The applicant shall be advised that sidewalk reconstruction will be required prior to final building inspection for lots where the sidewalk has been previously required as a condition of platting.

(OVER)

June 23, 1975

Moehring & Associates
314 Brown Building
Wichita, Kansas 67202

Re: S/D 75-46 - Preliminary plat
of ORTHOPEDIC SPECIALITIES
ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 19, 1975, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. Approval of this plat is subject to approval of the associated zone case Z-1710 from "RB" to "BB".
- B. Since subject plat is a one lot plat, the lot number shall be changed to Lot 1 in order to avoid confusion.
- C. "Complete access control" shall be labeled adjacent to the east side of Hillside Avenue on subject plat.
- D. A 10 foot utility easement shall be labeled adjacent to the east line of subject plat.
- E. A site development plan shall be submitted to the Fire Department prior to the issuance of any building permits.
- F. The applicant shall contact the Engineering Department relative to serving subject property with sanitary sewer.
- G. The applicant's engineer shall submit a lot grading plan to M. S. Mitchell of the Maintenance-Flood Control Office. A letter obtained from Mr. Mitchell approving said plan shall be submitted to the Planning Department.

S/D 75-46
June 23, 1975
Page 2

- H. The applicant shall make satisfactory arrangements with the Engineering Department relative to closing the existing curb cuts on Hillside.
- I. That portion of the existing building extending into the street right-of-way on Hillside shall be removed prior to recording of the plat.
- J. A 20 foot building setback line shall be indicated from Hillside and Chatfield.
- K. The applicant shall be advised that existing buildings extending into the setback area will become nonconforming upon recording of the plat.
- L. The applicant shall install or guarantee the reconstruction of sidewalks adjacent to the east side of Hillside and the north side of Chatfield adjacent to the new property lines.
- M. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- N. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

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

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Enclosure

cc: Charles E. Henning, M.D., 7401 Pagent, 67206
Dean Sellers, Assistant City Engineer

Map No.: 5747
Section No.: 23
Twp. No.: 27
Range: 1E

S/D No. 75-46

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: ORTHOPEDIC SPECIALTIES ADDITION

General Location: Northeast corner of Hillside and Chatfield

Name of Property Owner: Charles E. Henning M.D. Phone: 684-8958

Address: 7401 Pagent 06

Name of Subdivider: Same Phone: _____

Address: _____

Name of Agent/Surveyor: Moehring & Associates Phone: 263-6781

Address: 314 Brown Building Wichita, Kansas

Date of Application: June 9, 1975

SUBDIVISION INFORMATION:

- | | |
|---|--|
| 1. Gross Acreage of Plat <u>0.6</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>50</u> R/W <u>200</u> ft. |
| Residential _____ | b. _____ R/W _____ ft. |
| Commercial <u>1</u> | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>1</u> | TOTAL _____ ft. |
| 3. Minimum Lot Frontage <u>200</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>22050</u> ft. | streets? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no |
| 5. Existing Zoning <u>RB</u> | |
| 6. Proposed Zoning <u>BB</u> | |
| 9. Public Water Supply <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>N.A.</u> (Yes-No) | |
| 12. City of Wichita <input checked="" type="checkbox"/> Three-Mile Area | |

The owner herein agrees to comply with the Subdivision Regulations for the Wichita-Sedgwick County Metropolitan Area, as approved, and all other pertinent ordinances of the City of Wichita and/or Resolutions of Sedgwick County, Kansas, and Statutes of the State of Kansas. He further agrees that he waives the 60-day statutory period in which the Planning Commission or governing body must act. In addition, it is agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds, as well as all costs of publication of initiating resolutions approving any petition for improvements, such as streets, sewer, sidewalks, etc. shall be assumed and paid by the owner when billed. The undersigned further states that he is the owner of the property proposed for platting.

Owner's Signature: Charles E. Henning MD

Wichita-Sedgwick County Metropolitan Area
Planning Commission, Room 402, City Building
Annex, 104 South Main Street, Wichita, Kansas

Received by W. B. K. H. S.
Date 6/10/75
Fee Submitted 750