

PLAT. NO. S/D 81-32 MAP NO. 6052

NAME NORTH POINT INDUSTRIAL PARK

LOCATION: North side of 37th Street North, in an area east of Rock Road.

ENGINEER Bill G. Yung

OWNER Woodlawn Development Co.

APPLICATION FILED 4-3-81

SKETCH PLAT FILED _____

PRELIMINARY FILED _____

S/D ACTION _____

FINAL FILED 4-3-81

S/D ACTION 4-16-81 approve

MAPC ACTION 4-23-81 approve

BCC ACTION 5-5-81 Approved

RECORDED 5/6/81

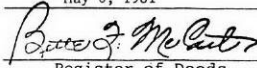
REMARKS Z-7053

S/D 81-32 - NORTH POINT INDUSTRIAL
PARK - North side of 37th St. Nort
in an area east of Rock Road.
By: Bill G. Yung.

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

S/D 81-32 ~
Map: 6052
Area: 2-2053 ~

NORTH POINT INDUSTRIAL PARK ADDITION was
filed for record on May 6, 1981


Register of Deeds

Return to: Wichita-Sedgwick County
Metropolitan Area Planning Department
(Inter-Office Mail)

x T9-328

TEMPORARY DRAINAGE EASEMENT

Comotara St. from the NL of 37th St.
to the NL of North Point Ind.
Park, extended Southwest
#472 76 245 81074 000 000 001

THIS EASEMENT made this 10th day of September, 1981,

by and between Woodlawn Development Company, Inc. of the first part
and the City of Wichita on the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, 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 a drainage system, over, along and under the following described real estate situated in Sedgwick County, Kansas; to wit:

An eighty (80) foot Temporary Drainage Easement the centerline of which is described as follows: Beginning at the intersection of the centerline Comotara Street and the North line of North Point Industrial Park. Said North line bearing an angle North eighty-two (82) degrees forty-eight (48) minutes thirty-eight (38) seconds East; thence North thirty-three (33) degrees eleven (11) minutes twenty-two (22) seconds West for a distance of seven hundred (700) feet.

This easement shall expire upon the extension of Comotara Street.

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 drainage system.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

C. J. Nelson

C. J. Nelson, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me, a notary public, in and for the County and State aforesaid C. J. Nelson, President of Woodlawn Development Company, Inc. to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 10th day of September, 1981.

Theresa Anderson
Notary Public

My Commission Expires:

TERESA ANDERSON
NOTARY PUBLIC
MY COMM. EXPIRES MAY 20, 1984



RECEIVED

JUL 30 1981

METROPOLITAN PLANNING

ROUTE

20

July 29, 1981

Mr. Ray Bruggeman
City Engineer
City Hall - 8th Floor
455 North Main Street
Wichita, Kansas 67202

Dear Mr. Bruggeman:


This letter is in response to the letter dated July 20 from Bob Finch to Bob Fox in regard to construction of Main 9, Sanitary Sewer No. 23. More specifically, I wish to address the construction of sanitary sewer extension to serve the Central Plains Steel Company.

Our understanding is that sanitary sewer can be extended North from its current location in Comotara Drive at 37th Street. That northward extension will provide service for the Central Plains Steel Company facility. We do desire that that project proceed immediately and we will provide the city a petition for that work right away.

This action will resolve the immediate need but let's proceed post haste to get the Main 9 project under construction with a cooperative attitude.

Thanks for your help, Ray.

Sincerely,


Elton Parsons
Vice President of Operations

EP/ag

cc: Robert R. Fox
Bob Finch
Robert Lakin ✓
John Wynkoop

Landmark Communities, Inc.
2471 Hathway / Wichita, Kansas 67226 / (316) 686-7451



RECEIVED

JUL 30 1981

METROPOLITAN PLANNING
ROUTE

[Handwritten signature]
60

July 29, 1981

Mr. Ray Bruggeman
City Engineer
City Hall - 8th Floor
455 North Main Street
Wichita, Kansas 67202

Dear Mr. Bruggeman:

This letter is in response to the letter dated July 20 from Bob Finch to Bob Fox in regard to construction of Main 9, Sanitary Sewer No. 23. More specifically, I wish to address the construction of sanitary sewer extension to serve the Central Plains Steel Company.

Our understanding is that sanitary sewer can be extended North from its current location in Comotara Drive at 37th Street. That northward extension will provide service for the Central Plains Steel Company facility. We do desire that that project proceed immediately and we will provide the city a petition for that work right away.

This action will resolve the immediate need but let's proceed post haste to get the Main 9 project under construction with a cooperative attitude.

Thanks for your help, Ray.

Sincerely,

[Handwritten signature: Elton Parsons]
Elton Parsons
Vice President of Operations

EP/ag

cc: Robert R. Fox
Bob Finch
Robert Lakin ✓
John Wynkoop

Landmark Communities, Inc.
2471 Hathway / Wichita, Kansas 67226 / (316) 686-7451

Mobil Pipe Line Company

310 EAST SECOND STREET — ROOM 305
WICHITA, KANSAS 67202

1. Print
May 11, 1981

Mr. Kenneth H. Bengtson
Van Doren, Hazard, Stallings
250 Rockborough Building
260 North Rock Road
Wichita, Kansas 67206

RE: W $\frac{1}{2}$ of Sec. 29, T26S, R2E
Sedgwick County, Kansas
Lying South MOPAC R/W

Dear Mr. Bengtson:

Please find attached for your files copies of releases for the above captioned property.

The original was sent to the Register of Deeds Office to be made of record. You may receive the recording date at that office.

Sincerely yours,

Ivan Arick
Ivan Arick
Regional Claims Agent

ILA/kb

attachment

R E L E A S E

WCJ-13

STATE OF KANSAS I
COUNTY OF SEDGWICK I

WHEREAS, by instrument dated November 4, 1949, Carrie Christie, a widow, granted to Socony-Vacuum Oil Company, Incorporated an easement for pipelines and other purposes on, over, or through certain lands situated in Sedgwick County, Kansas, described as follows to wit:

SW $\frac{1}{4}$ Sec. 29, T26S, R2E and SE $\frac{1}{4}$ Sec. 30, T26S, R2E, Sedgwick County, Kansas.

WHEREAS, said instrument has been recorded and appears of record in Book M253 on Page 115, Deed Records of Sedgwick County, Kansas, reference to which is hereby made for all purposes; and

WHEREAS, MOBIL PIPE LINE COMPANY (formerly Magnolia Pipe Line Company) is now the owner of all rights granted by the above-mentioned instrument and has been requested to execute a release of said rights.

NOW, THEREFORE, in consideration of the premises, MOBIL PIPE LINE COMPANY does hereby RELEASE, RELINQUISH, AND QUITCLAIM unto Carrie Christie, her heirs and assigns, all rights held by it under the above-mentioned easement.

EXECUTED THIS 28 day of April, 1981.

MOBIL PIPE LINE COMPANY

ATTEST:

J. J. Harris
Assistant Secretary

By D. L. Demard *WRK*
VICE-PRESIDENT *WRK*

STATE OF TEXAS I
COUNTY OF DALLAS I

BE IT REMEMBERED, that on this 28 day of April, 1981, A.D., before me, a Notary Public in and for Dallas County, Texas, personally appeared D. L. Demard Vice-President of Mobil Pipe Line Company, a Corporation, who is personally known to me and known to me to be the Vice-President of said Corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said Corporation.

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

Hazel Ruth Vick
NOTARY PUBLIC

My Commission Expires:
My commission expires
April 30, 1981

HAZEL RUTH VICK, Notary Public
In and for Dallas County, Texas

May 15, 1981

Donald C. Gisick, City Clerk

Jack H. Galbraith, Chief Planner

Z-2053 - Zone Change "AA" & "LC" to "E"; and
S/D 81-32 - North Point Industrial Park

At the regular meeting of the Board of City Commissioners on July 25, 1978, 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 establishing the zone change until such time as the plat has been recorded. The associated plat was approved by the Board of City Commissioners on May 5, 1981. Please note that this is just a portion of the original area in the zone case and additional ordinances will follow as platting occurs.

This is to advise you that the final plat of North Point Industrial Park was recorded with the Register of Deeds on May 6, 1981 and, therefore, the ordinance establishing the zone change may now be published.

Jack H. Galbraith
Chief Planner

JHG:el

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 81-32 Name North Point Industrial Park
Application & Sketch Filed: 4-3-81
Preliminary Plat Filed: -- Approved by S/D: --
Final Plat Filed: 4-3-81 Approved by S/D: 4-16-81
Approved by Metropolitan Area Planning Commission: 4-23-81

DESCRIPTION

General Location: north side of 37th Street North in an area east of
Rock Road

Surveyor or Engineer: Van Doren-Hazard-Stallings
Owner: Woodlawn Development Company AND City of Wichita
Address: 2471 Hathway Circle

1. Gross Acreage of Plat <u>12.07</u>	6. Access Control	
2. Number of Lots	St. <u>37th</u>	No. Openings <u>2</u>
Residential _____	St. _____	No. Openings _____
Commercial _____	St. _____	No. Openings _____
Industrial <u>2</u>	7. Req'd Improvements	
Other _____	St. Paving <u>x</u>	Water <u>x</u>
Total Number of Lots: <u>2</u>	Sidewalk _____	Drainage _____
3. Minimum Lot Area: <u>50,400</u> sq. ft.	Sewer <u>x</u>	Other _____
4. Existing Zoning: <u>AA</u>		
5. Special Problems Discussed:		

Associated zone case Z-2053 "AA" and "LC" to "E" for most of the west half of this section of land has been approved subject to platting. The City of Wichita is the owner of proposed Lot 1 and Reserve C. Within Reserve C is an industrial railroad track built by the City and maintained by the Comotara Industrial Owners Association. Within Lot 1 are public team dock facilities. A temporary cul-de-sac easement at the north end of Comotara Street has been granted by separate instrument. 100% petitions for extension of water and sewer and for the paving of Comotara Street have been submitted. A certificate confirming the petitions has also been submitted for recording.

Planning Commission Recommendation: Approve the plat subject to obtaining Health Department approval for temporary sewage facilities since the City sewer is not immediately available and subject to recording within 30 days after approval by the Board of City Commissioners.

Martens moved, Bayouth seconded and it carried unanimously. Hennessy, Shook and Goebel were absent. One vacancy.

ACTION: Receive and file the water engineering feasibility report, adopt the resolution of finding and the resolution ordering and directing the water system improvement; approve the petitions and instruct the Director of Law to prepare the necessary resolutions; accept the temporary cul-de-sac easement; instruct the City Clerk to file the easement and the Certificate of petitions with the Register of Deeds, the recording costs of which shall be billed to the applicant; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign; ~~instruct the Planning Department to withhold release of the plat for recording until the Health Department has approved the use of temporary sewage facilities.~~

*Copy of Health Dept. approval memo was given to
The Lakin prior to S.C.C. meeting*

North Point Park 4-23-81

AMERICAN LAND TITLE ASSOCIATION COMMITMENT - 1966

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.

Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) 267-8371

CHICAGO TITLE INSURANCE COMPANY

Alvin W. Long
President.

ATTEST:
Chester C. McCullough
Secretary.

[Signature]
Authorized Signatory



CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusion from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

(Schedule A continued)

Policy Number _____ Owners _____

Policy Number _____ Loan _____

Woodlawn Development Company, Inc., as to a tract described as Commencing at the Southeast corner of the Southwest Quarter, Section 29, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence North $0^{\circ}49'09''$ West, 50.00 feet to the North right-of-way line of 37th Street North; thence Westerly along said North right-of-way line bearing South $89^{\circ}07'32''$ West, 200.00 feet to the point of beginning; thence South $89^{\circ}07'32''$ West, 340.00 feet; thence North $0^{\circ}49'09''$ West, 1235.07 feet; thence along a curve to the left having a central angle of $6^{\circ}22'13''$, a radius of 315.00 feet, and a length of 35.02 feet; thence North $82^{\circ}48'38''$ East, 464.81 feet; thence South $0^{\circ}49'09''$ East, 901.15 feet; thence South $89^{\circ}07'32''$ West, 120.00 feet; thence South $0^{\circ}49'09''$ East 420.00 feet to the point of beginning; AND as to the East 20 feet of subject property;

City of Wichita, as to the remainder.

Lot 2
Reserve A+B

Lot 1
Reserve C

SCHEDULE B

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the deeds and/or mortgages, the form and execution of which is satisfactory to the Company, the policy or policies will be issued containing exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. 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.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
1980 Tax 1/2 paid. Last 1/2 \$1,855.16 not paid. Key #C-209-1-UP - covers SW 1/4 EXC S 460 ft W 120 ft E 200 ft & EXC W 60 ft E 80 ft for RR ROW & EXC S 50 ft for road.
1980 Tax \$151.87 paid. Key #C-209-UP - covers 460 ft W 120 ft E 200 ft SW 1/4 EXC S 50 ft for road.
9. Right of way for transmission lines to The Kansas Telephone and Telegraph Company consisting of 1 pole line only, the center of which is to be located 31 feet North of the South line of the Southwest Quarter of Section 29, as established in Book Misc. 98, Page 315, and assigned unto American Telephone and Telegraph Company in Book Misc. 372, Page 465. *In street R.O.W.*
10. Pipeline right of way granted to Magnolia Pipe Line Company, over subject property, as established in Book Misc. 253, Page 115, and assigned by instrument in Book Misc. 455, Page 260, and change of name in Book Misc. 497, Page 317. *See release dated 4.28.91*
11. Covenants and restrictions contained on Film 413, Page 395, and in Warranty Deed on Film 392, Page 1126.
NOTE: Warranty Deed 392, Page 1126 contains a reversionary clause.
(SEE ADDED PAGE)

(Schedule continued)

Policy Number _____
OwnersPolicy Number _____
Loan

12. Covenants and restrictions contained on Film 413, Page 395, and the lien of unpaid assessments, if any, arising from the provisions thereof. You should ascertain that all assessments have been paid. Our Owner's Policy, when issued, will except the lien of unpaid assessments, if any, arising from the provisions thereof.
13. It is noted for informational purposes only and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for water and railroad spur track as evidenced by Resolution on Film 141, Page 285.



April 30, 1981

Mr. Kenneth H. Bengtson
Van Doren, Hazard, Stallings
250 Rockborough Building
260 North Rock Road
Wichita, Kansas 67206

RECEIVED
MAY 5 1981
METROPOLITAN PLANNING
ROUTE _____

Dear Mr. Bengtson:

In reference to our telephone conversation of April 29 and your correspondence of April 24, I am writing this letter to document our agreement on the sewerage facility to serve the North Point Industrial Park.

1. A temporary waste stabilization pond is approved for this plat provided that a valid petition for extension of sewer has been filed and recorded.
2. The design for the facility shall be approved by this Department, prior to construction.
3. The pond shall only be used for sanitary waste associated with the use of the site and shall not receive industrial or hazardous wastes.
4. The pond shall be landscaped, seeded and fenced. The fence shall be a minimum of five (5) feet in height, constructed of chain link and have a lockable gate to permit access for maintenance and mowing.
5. The pond shall be maintained at a minimum depth of three (3) feet as measured by a depth marker to be anchored in the center of the pond.
6. At such time as sewer is available, it shall be utilized and the pond shall be pumped and filled in.

Wichita-Sedgwick County Department of Community Health
1900 East Ninth Street--Wichita, Kansas 67214 (316)268-8401

Mr. Kenneth H. Bengtson
April 30, 1981
Page Two

A permit from this Department is required for the construction of this facility. At that time we will finalize the design for the pond.

If you have any questions, please call me at 268-8351.

Sincerely,



Michael J. Everhart
Environmental Health Director

MJE:pp

cc Mike Lindebak
Louise Olivarez

TEMPORARY CUL-DE-SAC

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the

undersigned, Woodlawn Development Company

being the owner of the following described real estate in Sedgwick County, Kansas, to wit:

A tract of land in the Southwest Quarter of Section 29, Township 26 South, Range 2 East of the 6th P.M. described as follows:

Beginning at the northwest corner of North Point Industrial Park; thence S 82° 48' 38" W, 40.0 feet; thence N 07° 11' 22" W, 150.0 feet; thence N 82° 48' 38" E, 150.0 feet; thence S 07° 11' 22" E, 150.0 feet to the north line of North Point Industrial Park; thence S 82° 48' 38" W, along said north line 110.0 feet to the point of beginning.

does hereby grant the above described real estate to the public for purposes of constructing an industrial-width cul-de-sac. Said temporary easement shall expire upon extension of Comotara Street, north of the north line of North Point Industrial Park, an addition to Wichita, Sedgwick County, Kansas.

Executed this 30th day of April, 1981.

C.J. Nelson
C.J. Nelson, President
Woodlawn Development Company

STATE OF KANSAS
ss:
SEDGWICK COUNTY

BE IT REMEMBERED that on this 30th day of April, 1981, came Woodlawn Development Company by C.J. Nelson, President to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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



Marcia S. McGee
Notary Public

My Appointment Expires: 4/21/84

SUBMITTED TO THE Wichita-Sedgwick County Metropolitan Area Planning Commission and the Board of Commissioners of the City of Wichita, Kansas and approved by said Board of Commissioners of the City of Wichita, Kansas this _____ day of _____, 1981.

City Clerk

RECEIVED

APR 30 1981

THE CITY OF WICHITA
OFFICE OF PROPERTY MANAGEMENT

DATE April 29, 1981 METROPOLITAN PLANNING
ROUTE Spencer


TO Bob Lakin, Director of Planning
FROM Steven L. Potucek, Real Estate Officer

SUBJECT North Point Industrial Park Dedication
of Property for Railroad Spur Line and
Loading Dock Facilities

As we have previously discussed, Wayne Isaac and I have reviewed pertinent documents pertaining to the above-referenced matter. We have ascertained the liability in the dedications of Reserve "C" being the 60-foot railroad easement and Lot 1, Block 1, being the loading dock facilities. We are satisfied that the City is protected by virtue of an agreement for maintenance and operation of the industrial railroad track dated December 18, 1979, wherein the Comotara Industrial Owners Association will assume both liability and maintenance of said improvements. We have, however, not found any agreements pertaining to liability and maintenance of the Lot 1, Block 1, loading dock. On April 22 I requested a letter from Mr. Elton Parsons, representing Comotara aka Wichita Development Company. The letter was to have been signed by Robert Fox, attorney in fact for Wichita Development Company, and was to state that a formal agreement would be executed holding the City of Wichita harmless from any liability pertaining to the dock and furthermore agreeing that the Comotara Industrial Owners Association would be liable for any and all maintenance pertaining to the loading dock. There was also to be a binding statement that any special assessments which would normally accrue to a benefit district would exclude the lands dedicated to the City of Wichita. Mr. Parsons assured me that a letter would be in the mail that date. I have, as of this date, received no correspondence from Mr. Parsons.

It is, therefore, our recommendation that either a formal agreement be drawn and executed pertaining to the above matter, or the proposed Lot 1, Block 1, loading dock dedication be vacated, or the proposed Lot 1, Block 1, loading dock area be quit claimed back to Wichita Development Company, a Delaware Corporation, in response to the Statutory Warranty Deed, dated September 28, 1979, conveying the same to the City of Wichita.

If you have any questions, please contact me.


Steven L. Potucek
Real Estate Officer

cc: Wayne E. Isaac, Federal Aid Coordinator
Elton Parsons, Wichita Development Corp.
Louise Olivarez, Senior Planner
Jim Bishop, Property Management

April 29, 1981

Mr. Kenneth Bengtson
Van Doren-Hazard-Stallings
Suite 250, 260 N. Rock Road
Wichita, Ks. 67206

Re: S/D 81-32 - Final plat of North Point Industrial Park

Dear Mr. Bengtson:

At the regular meeting of the Metropolitan Area Planning Commission on April 23, 1981, the above-referenced plat was considered and approved subject to the conditions outlined in our letter dated April 17, 1981. Most of these conditions have now been complied with and the plat has been scheduled for City Commission review on May 5, 1981. Prior to release of the plat for recording, all platting conditions must be fully completed.

If you have any questions, please call.

Sincerely,

Louise Olivarez
Senior Planner

LO:hh

cc: Woodlawn Development Company, 2471 Hathway Circle, 67226

CERTIFICATE

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

Woodlawn Development Company, owner and plat-
tor of North Point Industrial Park an 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. Water.
2. Sanitary Sewer
3. Paving & Drainage
- 4.
- 5.
- 6.
- 7.

As a result of the above-mentioned petitions for improvements, lots within
North Point Industrial Park an Addition may be subject to special
assessments assessed thereto for the cost of construction the above-described im-
provements.

Signed this 24th day of April, 1981.

C. Nelson
PRESIDENT - WOODLAWN DEVELOPMENT CO.

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

Be it remembered that on this 24th day of April 1981, before
me, a notary public in and for said County and State, came C. S. Nelson
to me personally known to be the same person who executed the fore-going instrument
of writing and duly acknowledge the execution of same.

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

Marcia S. McGee
Notary Public

My Appointment Expires: 4/21/84





250 Rockborough Building
260 North Rock Road
Wichita, Kansas 67206
316/686-7303

April 10, 1981

Mobile Pipeline Company
310 E. Second
Wichita, Kansas 67202

ATTN: Mr. Ivan Arick
Right of Way and Claims Agent

Dear Mr. Arick:

On behalf of Woodlawn Development Company, Inc. we request the release of your blanket easement over the west half of Section 29, Township 26 South, Range 2 east of the 6th P.M. lying south of the MOPAC right of way.

We are in the midst of platting a portion of the southwest quarter of said Section 29 and time is of the essence. Should you have any questions regarding this matter please feel free to call on us. Your assistance is appreciated.

Very truly yours,
VAN DOREN-HAZARD-STALLINGS

By: *Kenneth H. Bengtson*
Kenneth H. Bengtson

cc: Ward Lawrence
Bob Fox
Elton Parsons

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.

Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) 267-8371

CHICAGO TITLE INSURANCE COMPANY

Alvin W. Long
President.

ATTEST:

Chester E. McCallough
Secretary.

John J. [Signature]
Authorized Signatory



SCHEDULE A

Number	Effective Date	
297648	April 6, 1981 @ 7:00 A.M.	
1. Owners Policy to be issued:	ALTA Form B - 1970 (Amended 10-17-70)	Amount: \$104,000.00
Proposed Insured:		
Faxton and Vierling Steel Company		
Loan Policy to be issued:	ALTA Form 1970 (Amended 10-17-70)	Amount:
Proposed Insured:		

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:

Woodlawn Development Company, Inc.

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

Lot 2 only

Commencing at the Southeast corner of the Southwest Quarter, Section 29, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence North 0°49'09" West, 50.00 feet to the North right-of-way line of 37th Street North; thence Westerly along said North right-of-way line bearing South 89°07'32" West, 200.00 feet to the point of beginning; thence South 89°07'32" West, 340.00 feet; thence North 0°49'09" West, 1235.07 feet; thence along a curve to the left having a central angle of 6°22'13", a radius of 315.00 feet, and a length of 35.02 feet; thence North 82°48'38" East, 464.81 feet; thence South 0°49'09" East, 901.15 feet; thence South 89°07'32" West, 120.00 feet; thence South 0°49'09" East 420.00 feet to the point of beginning.

SCHEDULE B

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the deeds and/or mortgages, the form and execution of which is satisfactory to the Company, the policy or policies will be issued containing exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. 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.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and ~~assessments as hereafter~~ listed, if any (all amounts shown being exclusive of interest, penalties and costs): 1980 taxes 1/2 paid. \$1,855.16, not paid. Key # C-209-1UP (assessed with other property)
9. Right of way for transmission lines to The Kansas Telephone and Telegraph Company consisting of 1 pole line only, the center of which is to be located 31 feet North of the South line of the Southwest Quarter of Section 29, as established in Book Misc. 98, Page 315, and assigned unto American Telephone and Telegraph Company in Book Misc. 372, Page 465.
10. Pipeline right of way granted to Magnolia Pipe Line Company, over subject property, as established in Book Misc. 253, Page 115, and assigned by instrument in Book Misc. 455, Page 260, and change of name in Book Misc. 497, Page 317.
11. It is noted for informational purposes only, and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for water and railroad spur track as evidenced by Resolution on Film 141, Page 285.
12. Covenants and restrictions contained on Film 413, Page 395.
13. Covenants and restrictions contained on Film 413, Page 395, and the lien of unpaid assessments, if any, arising from the provisions thereof. You should ascertain that all assessments have been paid. Our Owner's Policy, when issued, will except the lien of unpaid assessments, if any, arising from the provisions thereof.

(SEE ADDED PAGE)

(Schedule B continued)

FORM 3147R-4-67

Policy Number 297648
Owners

Policy Number _____
Loan

14. We find nothing of record to establish the status of Paxton and Vierling Steel Company as a corporation. We must be furnished proof of its legal status and copies of all the instruments under which it operates.

4-24-81

The platton wants to wait until the street plans are finished before giving a drainage permit so the depth, width and exact location are definite. Although engineering could probably give a definite location now based on the drainage plan, Mike Lundebak has agreed to not require the permit as a condition of platting. They just won't pave the street until the easement has been granted.

Obtained by City Engineering 9-10-81
See copy in file.

April 17, 1981

Van Doren-Hazard-Stallings
260 N. Rock Rd. Suite 250
Wichita, Ks. 67206

Re: S/D 81-32 - Final plat of North Point Industrial Park

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on April 16, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. The plat's text shall be revised to state who will be responsible for owning and maintaining the reserves.
Comotara Industrial Park Owners Assoc.
- B. A temporary drainage easement from Comotara Street to the existing lake to the north shall be granted by separate instrument. *see note dated 4-24*
- C. A temporary industrial-width cul-de-sac easement at the north end of Comotara Street shall be granted by separate instrument. Said easement to expire at such future time as the street is extended north.
- D. The applicant shall guarantee the paving of Comotara Street including the temporary cul-de-sac.
- E. The applicant shall guarantee the extension of sanitary sewer to serve this plat, when available. Since it is not immediately available, the applicant shall also obtain Health Department approval for use of a temporary sewage facility or shall guarantee construction of a lift station so that connection to the City sewer system can be made now.
- F. The applicant shall guarantee the extension of City water to serve this plat.
- G. A 35-foot setback on Lot 1 from 37th Street shall be labeled on the final plat tracing. *50' setback shown*
- H. Recording of the plat within 30 days after approval by the Board of City Commissioners.

If a work is not performed, plat's will be a waste of money

not a work item

return

Van Doren-Hazard-Stallings

Page 2

April 17, 1981

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, April 23, 1981, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivares
Senior Planner

LO:hh

cc: Woodlawn Development Co., 2471 Hathway Circle, 67226
Mike Lindebak, City Engineering

THE CITY OF WICHITA

OFFICE OF DEPARTMENT OF ENGINEERING DATE April 17, 1981

TO Jack Galbraith, Chief Planner
FROM Chris Breitenstein, Drainage & Flood Control Engineer

SUBJECT Drainage Plans for April 16
Subdivision Committee

RECEIVED

APR 17 1981

METROPOLITAN PLANNING

ROUTE

The following items are approved, or approved subject to stated conditions:

Mires Addition - Lot 1 should be drained by private storm water sewer to existing inlet in Central.

R. M. Jackson Addition - Lot grading plan.

Hess Addition - Lot grading plan. A private drainage easement across Lot 1 to drain Lot 2.

North Point Industrial Park - Drainage plan. Drainage easement to north of plat will be required. The temporary drainage swale should be sized to carry the 100 year.

Chris Breitenstein
Chris Breitenstein
Drainage & Flood Control
Engineer

CB:md

cc: Louise Olivarez

Final

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 81-32 Name North Point Industrial Park
Date Application Rec'd. 4-3-81 Preliminary Approval _____
Scheduled S/D Meeting 4-16-81

DESCRIPTION

General Location North side of 37th Street North in an area east of
Rock Road
Owner Woodlawn Development Company
Surveyor/Engineer Van Doren-Hazard-Stallings
Address 260 N. Rock Rd., Suite 250 Phone 686-7303

- | | | | |
|--------------------------|-------------------------|--------------------------------|---------------------------------|
| 1. Gross Acreage of Plat | <u>12.07</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>70'</u> R/W <u>1300</u> | ft. |
| Residential | _____ | b. _____ | R/W _____ ft. |
| Commercial | _____ | c. _____ | R/W _____ ft. |
| Industrial | <u>2</u> | d. _____ | R/W _____ ft. |
| Other | _____ | e. _____ | R/W _____ ft. |
| Total Number of Lots | <u>2</u> | TOTAL | <u>1300</u> ft. |
| 3. Minimum Lot Frontage | <u>120</u> | 8. Sidewalk adjacent to all | streets? <u>yes</u> <u>X</u> no |
| 4. Minimum Lot Area | <u>50400</u> square ft. | | |
| 5. Existing Zoning | <u>"AA"</u> | | |
| 6. Proposed Zoning | <u>"E"</u> | | |
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 Yes : Three-Mile Area _____

STAFF COMMENTS:

Note: Zone case Z-2053 "AA" and "LC" to "E" for most of the W 1/2 of this section has been approved subject to platting.

- A. The applicant shall be prepared to discuss with the Committee the current and proposed ownerships of Reserves A, B, and C. The platting text specifies the purposes of the reserves but does not say who will be responsible for owning and maintaining the reserves.
- B. The City Engineer's representative shall be prepared to comment on the applicant's drainage plan and state what drainage guarantees are needed for the platting of this land.
- C. The applicant shall guarantee the paving of Comotara Street. It should be noted that the alignment of Comotara Street North of 37th is 100 feet west (measured center line to center line) of Comotara Street south of 37th.
- D. The applicant shall guarantee the extension of sanitary sewer to serve this plat.
- E. The applicant shall guarantee the extension of City water to serve this plat.
- F. The applicant shall be prepared to discuss a building setback on Lot 1. It is recommended that at least a 35-foot setback from 37th Street be labeled on the final plat tracing.
- G. Recording of the plat within 30 days after approval by the Board of City Commissioners.

THE CITY OF WICHITA

OFFICE OF Contracts Administration

DATE April 17, 1981

TO Steve Potucek, Real Estate Officer
FROM Wayne E. Isaac, Federal Aid Coordinator

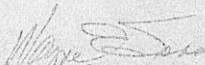
SUBJECT North Point Industrial Park

I have reviewed your report in this matter. If I understand the situation correctly the following elements seem to be of major importance:

- 1) The documents of dedication and conveyance were improperly executed and should be redone.
- 2) The Conotara Industrial Owners Association is responsible for insurance, maintenance, etc., all related costs associated with the spur track from the main line to, but not including, the 37th Street crossing.
- 3) The City is responsible and liable for the 37th Street crossing signals and all associated equipment.
- 4) No agreement has been executed defining responsibility for maintenance of the team dock.
- 5) No provision has been made regarding assumption of any special assessments which might accrue against the dedicated property by virtue of its inclusion in the benefit district for any additional improvements which might be made.
- 6) We do not have a copy of the Articles of Incorporation for the Owners Association.
- 7) The property, a part of which was dedicated, appears to be heavily mortgaged. What affect, if any, would this have on the dedication? Can the property be dedicated and conveyed without the permission of the mortgagees?

As you can see, there are several questions which remain in my mind. I think the deed instruments should be redrawn and executed properly. I also feel agreements should be executed regarding the potential liability to the public outlined in items 4 and 5 above. Item 6 is primarily an informational requirement. Item 7 is really a matter between the mortgagor and mortgagee, but could potentially affect the public interest in the future.

Please contact Elton Parsons and see what can be done to resolve these matters. Should you have questions, please advise.


Wayne E. Isaac
Federal Aid Coordinator

WE:sd

cc: Bob Lakin ✓

RECEIVED

APR 20 1981

METROPOLITAN PLANNING

ROUTE _____

File - handwritten deleted Park

4-24-79

FILM 413 PAGE 395

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION, made this 12th day of December, 1979, by WICHITA DEVELOPMENT COMPANY, a Delaware corporation, with its principal place of business at 2225 Hathway Circle, Wichita, Kansas, hereinafter called "Declarant."

ARTICLE I

RECITALS

Section 1.1 The Declarant is the present record title holder of certain real property situated in Sedgwick County, Kansas, more particularly described as follows:

That part of the west half of Section 29 in Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; being particularly described as follows:

The west half of said Section 29 except Lot 2, railroad and cemetery and except all that part of Lot 6 of said Section 29 lying northerly of the northwesterly right-of-way of the Missouri Pacific Railroad;

which land is referred to herein as the "Property."

Section 1.2 Declarant is desirous of subjecting the Property to the conditions, covenants, restrictions and reservations hereinafter set forth to insure proper use and appropriate development and improvement of said Property as a business and industrial park.

ARTICLE II

DEFINITIONS

Section 2.1 Definition of Terms:

- A. "Architectural Review Committee" shall mean the committee described in 8.1 hereof.
- B. "Association" shall mean Comotara Industrial Owners Association, its successors and assigns.
- C. "Building Site" shall mean any contiguous plot of land the size and dimensions of which shall be established by the legal description in the original conveyance from Developer to the first fee owner of said plot of land. A Building Site may also be established by the Declarant, by an instrument in writing, executed, acknowledged and recorded by the Declarant, which designates a plot of land as a Building Site for purposes of these Covenants. If two or more Building Sites, as defined hereinabove, are acquired by the same owner in fee, such commonly owned Building Sites may, at the option of said owner, be combined and treated as a single Building Site for purposes of the Covenants contained herein. A Building Site may be divided into two or more Building Sites with the prior written

MICROFILMED OF RECORD

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD
MAR 27 1980
NO. 4 83300
BETTE F. MCCART
REGISTER OF DEEDS

Lat Kettler Deputy

1980

*Comotara Properties
File A.*

approval of either the Developer or the Architectural Review Committee established by this Declaration, but no Building Site shall be created having an area of less than 21,780 square feet or a street frontage of less than 100 feet; provided, however, nothing contained herein shall prohibit the Architectural Review Committee from permitting a Building Site otherwise meeting the requirements hereof to be subdivided into condominium units.

- D. "Common Area" shall mean all property (including the improvements thereto) dedicated to public or private use or conveyed to the Association or appropriate governmental authorities for the creation of special benefit districts, including, but not limited to, certain property conveyed by Declarant to the City of Wichita for use as an industrial railroad lead track.
- E. "Declarant" shall mean Wichita Development Company, a Delaware corporation, its successors and assigns.
- F. "Improvements" shall mean and include, but not be limited to, buildings, parking areas, loading areas, fences, walls, hedges, landscaping, mass plantings, poles, signs, driveways, walks, paths, aerial antennae, railroad track and roadbed, and any structure or improvements of any type or kind.
- G. "Owner" shall mean the party or parties owning fee title to a Building Site; provided, that an Owner may, upon written notice to Declarant, assign all or part of his rights, but not his duties, hereunder to Owner's tenant or tenants.
- H. "Street Property Line" shall mean the right-of-way line of a street.

ARTICLE III

PURPOSE AND CONSTRUCTIVE NOTICE AND ACCEPTANCE

Section 3.1 The Property is hereby made subject to the following conditions, covenants, restrictions and reservations, all of which shall be deemed to run with the Property and each and every parcel thereof, to insure proper use and appropriate development and improvement of said premises so as to (a) protect the Owners and tenants of Building Sites against such improper development and use of surrounding Building Sites as will depreciate the value and use of their Building Sites; (b) prevent the erection on the Property of structures constructed of improper or unsuitable materials or with improper quality and methods of construction; (c) insure adequate and reasonably consistent development of the Property; (d) encourage and insure the erection of attractively designed permanent improvements appropriately located within the Property in order to achieve harmonious appearance and function; (e) provide adequate off-street parking and loading facilities; (f) secure and maintain proper setbacks from streets and adequate free spaces between structures; (g) provide adequately for a high type and quality of improvement of the Property in accordance with a general plan; (h) insure proper maintenance,

and (i) generally promote the welfare and safety of the occupants, tenants and Owners of Building Sites.

Section 3.2 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title, estate or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and reservation contained herein, whether or not any reference is made or contained in the instrument by which such person acquired such right, title, estate or interest.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 4.1 Every Owner of a Building Site which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Building Site which is subject to assessment.

Section 4.2 The Association shall have three classes of membership:

Class A. Class A members shall be all Owners of Building Sites, with the exception of the Declarant, and shall be entitled to one (1) vote for each acre or portion thereof owned. When more than one person holds an interest in any Building Site, all such persons shall be members. The vote for such Building Site shall be exercised as they determine, but in no event shall more than one vote per acre or portion thereof be cast with respect to any Building Site. No Owner shall hold more than ten (10) votes at any given time.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership, or

(b) On January 1, 1990.

Class C. Class C members shall be all persons not the Declarant or Owners who are elected to membership by a majority vote of Class A and Class B members. Class C members shall have no voting rights in the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Building Site owned within the properties, hereby covenants, and each Owner of any Building Site by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and

agree to pay to the Association annual assessments and charges. The annual assessments and charges, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or charge is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment or charge fell due. The personal obligation for delinquent assessments or charges shall not pass to such person, successor in title, unless expressly assumed by them.

Section 5.2 Purpose of Assessments. The assessments or charges levied by the Association shall be used exclusively to promote the welfare of the Owners of Building Sites and the development of commerce and industry within the Property and Comotara Business Park and for the maintenance, repair, replacement and operation of the Common Areas.

Section 5.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Building Site to an Owner, the maximum annual assessment shall be Fifty Dollars (\$50.00) per acre.

- (a) From and after January 1 of the year immediately following the conveyance of the first Building Site to an Owner, the maximum annual assessment or charge may be increased each year not more than ten percent (10%) above the maximum assessment or charge for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Building Site to an Owner, the maximum annual assessment or charge may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment or charge at an amount not in excess of the maximum.

Section 5.4 Special Charges for Maintenance, Repair, Replacement and Operation of Railroad Lead Track. In addition to all annual assessments authorized and levied under Section 5.3, the Association may assess, on a basis to be determined by the majority vote of its members, a charge for the maintenance, repair, replacement and operation of an industrial railroad lead track.

Section 5.5 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Building Sites on the first day of the month following the conveyance of a Building Site to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Building Site at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate

signed by an officer of the Association setting forth whether the assessments on a specified Building Site have been paid. A properly executed certificate of the Association as to the status of assessments on a Building Site is binding upon the Association as of the date of its issuance.

Section 5.6 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or charge not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments or charges provided for herein by nonuse of the Common Area or abandonment of his Building Site.

Section 5.7 Subordination of the Lien to Mortgages. The lien of the assessments or charges provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Building Site shall not affect the assessment lien. However, the sale or transfer of any Building Site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments or charges as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Building Site from liability for any assessments or charges thereafter becoming due or from the lien thereof.

ARTICLE VI

PERMITTED USES AND PERFORMANCE STANDARDS

Section 6.1 No noxious or offensive trades, services or activities shall be conducted on any Building Site nor shall anything be done thereon which may, in the judgment of the Architectural Review Committee, be or become any annoyance, nuisance or hazard to the Owner, tenant or occupant of other Building Sites within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, light, vibration, gases, radiation, dust, liquid waste, smoke or noise. Unless otherwise specifically prohibited herein, any industrial operation or use will be permitted if it is performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce any of the following effects, discernible at any property line or affecting any adjacent property (except during periods when breakdown of equipment occurs in such a manner as to make it evident that the effect was not reasonably preventable):

1. Noise or sound that is objectionable due to intermittence, beat, frequency or shrillness.
2. Smoke of a shade as dark or darker than that designated as No. 2 on the Ringelmann Chart, as published by the United States Bureau of Mines for a period or periods aggregating more than three (3) minutes in any one (1) hour.
3. Obnoxious odors.
4. Dust, dirt or fly ash.
5. Noxious, toxic or corrosive fumes or gases.
6. Unusual fire or explosion hazard.

Section 6.2 Building Sites shall be utilized only for engineering, research facilities, laboratories, industrial uses, offices, warehousing and such other uses as the Architectural Review Committee shall permit in its sole discretion.

ARTICLE VII

REGULATION OR IMPROVEMENTS

Section 7.1 Improvements, Generally. No improvements shall be constructed, erected, placed, altered, repainted, refinished, maintained, or permitted on any Building Site until plans and specifications therefor have been approved by the Architectural Review Committee as more fully set forth in Article VIII of these Covenants.

Section 7.2 Setbacks. Except with prior written approval of the Architectural Review Committee, no buildings or structures shall at any time be erected on any Building Site within fifty (50) feet from the street property line of Rock Road, Webb Road, or 37th Street, within thirty-five (35) feet from the boundary line of any other street property line, within twenty (20) feet from any side boundary line, within twenty-five (25) feet from the rear boundary line of any Building Site, or within twenty (20) feet from the dripline or hedgerow trees located on any property line.

Section 7.3 Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided for and described hereinbelow. Each Owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Adequate off-street parking shall be provided by each Owner and tenant for customers and visitors. All off-street parking and access drives and loading areas shall be paved and property graded to assure proper drainage. Parking shall not be permitted within ten (10) feet of any street property line or within any front setback area unless prior written approval has been obtained from the Architectural Review Committee.

Section 7.4 Loading Areas. Truck loading and receiving docks shall not be permitted in the front of a building except with prior specific approval of the Architectural Review Committee. Proper visual screening must be provided between any truck loading and receiving area and any street. No backing and maneuvering by trucks shall be performed on the public streets.

Section 7.5 Outside Storage. No materials, supplies, equipment (including, but not limited to, occupant-owned or operated trucks and motor vehicles), finished or semi-finished products, containers, pallets or articles of any nature shall be stored or permitted to remain on any Building Site outside of the building unless shielded by a fence, shrubs, hedges or other foliage so as to effectively screen the view of such storage area from all sides of the Building Site. Waste and rubbish storage facilities shall be properly screened and shall not be installed, constructed or utilized without prior written consent of the Architectural Review Committee.

Section 7.6 Landscaping.

- A. All Building Sites shall be landscaped in accordance with a plan submitted to and approved in writing by the Architectural Review Committee prior to any development of the Building Site. Such landscaping plan shall include information

regarding the type of sodding, the type of seeding, types of trees, hedges and shrubs, and information regarding other customary landscape treatment for the entire site, including fences, walls and screening. No existing drainageways or hedgerows may be removed or altered except with the prior written approval of the Architectural Review Committee. No trees having a trunk with a diameter of six (6) inches or more (measured from a height two feet above ground level) nor any hedgerow shall be removed without the prior written consent of the Architectural Review Committee. Further, it shall be the responsibility of the Owner of a Building Site to landscape and maintain the area between the lot lines of said Owner's Building Site and the curbs of any public roadways adjacent to such Building Site. All landscaping shall be undertaken, maintained and completed in accordance with such approved plan, and said plan and landscaping may not be materially altered, amended or revised without submitting the revised landscaping plan for prior written approval by the Architectural Review Committee.

- B. All landscaping required hereunder or otherwise to be provided on any Building Site shall be completed (completion for such purposes shall include payment therefor) within sixty (60) days after the substantial completion of construction of any buildings to be constructed on the Building Site; provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. If any Owner fails to undertake and complete his landscaping within the time limit previously set forth herein, Developer may, at its option and at the expense of the Owner, after giving the Owner twenty (20) days' written notice forwarded to Owner (unless within said twenty (20) day period the Owner of the Building Site shall proceed and thereafter pursue with diligence the completion of such landscaping), undertake and complete the landscaping of the Building Site in accordance with the landscaping plan.
- C. If the Architectural Review Committee shall determine that any Owner, tenant or occupant of any Building Site has failed to properly maintain the landscaping thereon or to properly maintain the unlandscaped portion thereof as required in Section 7.7 hereof, Developer may, at the expense of the Owner of such Building Site, enter upon the Building Site and undertake such landscaping maintenance.

Section 7.7 Maintenance. Each Owner of any Building Site shall keep his buildings, improvements and appurtenances thereon in a safe, clean, maintained, neat, properly painted, wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations and health, police and fire requirements. Each such Owner, tenant or occupant shall remove at his own expense any rubbish or trash of any character which may accumulate on its Building Site and shall keep the unlandscaped areas maintained and free from weeds and other unsightly plant growth, rubbish and debris. Rubbish, trash, garbage or

other waste shall be kept only in sanitary containers which shall be screened from view from all streets. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Rubbish and trash shall not be disposed of on the premises by burning in open fires.

Section 7.8 Signs. No signs shall be permitted anywhere within the Property without prior written approval of the Architectural Review Committee. Approval of signs and of illumination thereof shall be obtained in the manner set forth in ARTICLE VIII hereof. One permanent ground level sign on interior lots and two ground level signs on corner lots identifying the name, business and logotype of the occupant of a Building Site may be placed in the front setback area of each Building Site and a single sign on the fascia or elsewhere above or beside the single main entrance of a building shall be permitted. All signs shall conform with written sign standards for the Property as adopted by the Architectural Review Committee and as may be amended from time to time with all applicable laws, city ordinances and governmental regulations.

Section 7.9 Utility Connections and Mechanical Equipment. All utility connections, including all electrical and telephone connections and installations of wires to buildings, shall be made underground from the nearest available power source. No transformer, electric, gas or other meter of any type, or other apparatus shall be located on any power pole nor hung on the outside of any building, but the same shall be placed on or below the surface of the Property and where placed on the surface shall be adequately screened and fenced, and all such installations shall be subject to prior written approval of the Architectural Review Committee. All mechanical equipment including, but not limited to, pipes, heating and air conditioning equipment, ducts and valves shall be adequately screened from view, and the installation thereof shall be subject to prior written approval of the Architectural Review Committee.

Section 7.10 On-Site Drainage. Each Building Site Owner shall be required to provide an adequate and positive drainage system to ensure the conveyance of surface water accumulated on the site away from constructed improvements. Conveyance of surface drainage may be accomplished by overland flow, underground systems or a combination of both to designated points as outlined on the Master Plan for Drainage for the Comotara Industrial Park as the same may be amended from time to time.

Owners of Building Sites adjacent to railroad tracks shall be responsible for the operation and maintenance of the drainage ditches along said railroad lines adjacent to their property. Should the Owner fail to maintain such ditches in good condition, the Developer, the Architectural Review Committee, or the City of Wichita may enter and maintain the ditches and charge the Owner for the cost of such maintenance.

Section 7.11 Fences. No fence shall be placed within thirty-five (35) feet of any boundary line of any street right-of-way except upon written approval of the Architectural Review Committee.

Section 7.12 Land Coverage. No more than fifty percent (50%) of a Building Site shall be covered by a building or buildings.

Section 7.13 Partial Construction. No structure shall remain partially constructed any longer than is reasonably necessary, and no excavation shall be made except in connection with construction of improvements, and upon completion thereof exposed

openings shall be filled and disturbed ground shall be properly graded and landscaped.

Section 7.14 Building Regulations. Any building erected on a Building Site shall conform to the following construction practices:

- A. Exterior walls shall be concrete, metal, wood or masonry of a type acceptable to the Architectural Review Committee, except where special approval is given by the Architectural Review Committee for architecturally acceptable alternate materials or design.
- B. Roofs visible from the street will not be permitted unless architecturally acceptable to the Architectural Review Committee.
- C. Loading areas shall not encroach on or cross setback lines unless specifically approved by the Architectural Review Committee.
- D. Loading docks shall be set back and landscaped to minimize the effect from the street but, in any event, the face of such docks shall not be closer than sixty (60) feet to the street property line, unless such distance is modified by the Architectural Review Committee.
- E. Exterior walls shall be finished in a manner acceptable to the Architectural Review Committee. Exterior walls shall not be repainted a different color or refinished with a different material unless and until the Architectural Review Committee shall have approved the color or refinishing materials to be used.
- F. Roof-mounted air conditioning and other equipment and appurtenances visible from the street will not be permitted unless screened and architecturally treated in a manner acceptable to the Architectural Review Committee.
- G. Each building constructed on a Building Site shall be illuminated at night from both the interior and from the exterior in a manner approved in advance in writing by the Architectural Review Committee.

ARTICLE VIII

APPROVAL OF PLANS AND SPECIFICATIONS

Section 8.1 Architectural Review Committee. There is hereby established an Architectural Review Committee whose members shall be appointed by the Declarant until either (a) improvements are constructed on at least ninety-five percent (95%) of the Building Site, or (b) the Declarant by written instrument recorded in the office of the Register of Deeds of Sedgwick County, Kansas, relinquishes such rights; thereafter, the members shall be elected by the Owners of record of the majority of the acreage of the Property. This Committee shall consist of at least three (3) members. Members of the Architectural Review Committee shall serve at the pleasure of Declarant during the period the Declarant shall have the right to select members and thereafter at the pleasure of the Owners of record of a majority of the acreage

contained in the Property. The names and mailing addresses of the members of the Architectural Review Committee shall be maintained in the offices of the Declarant. The vote of a majority of members shall constitute the action of the Architectural Review Committee. All decisions of the Architectural Review Committee shall be final on all matters submitted to it.

Section 8.2 Submission for Approval. No improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until plans and specifications with respect thereto in manner and form satisfactory to the Architectural Review Committee showing the proposed improvements, plot layout, and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number and size and layout of parking spaces, grading, drainage, easements, and utilities, proposed building use and number of employees, exterior and interior lighting, and such other information as may be requested by said Committee have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be in duplicate submitted in writing over the signature of the Owner of the Building Site or the Owner's authorized agent.

Section 8.3 Basis for Approval. Approval shall be based, among other things, on adequacy of Building Site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring Building Sites, operations and uses; relation of topography, grade and finished ground elevation of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets; adequacy of structural design and drainage; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Review Committee may, at its option and at the sole expense of the Owner, retain a structural engineer, a soils engineer, or both, to assist the Committee. The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

Section 8.4 If the Architectural Review Committee fails either to approve or to disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within thirty (30) days after the same have been submitted, it shall be conclusively presumed that said plans and specifications have been approved; subject, however, to the restrictions contained in ARTICLE VI hereof. The Architectural Review Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid thirty (30) day period shall commence on the date of such notification.

Section 8.5 Neither the Architectural Review Committee nor Declarant or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, to any Owner of land affected by this Declaration, or to any other person whatsoever by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, and every Owner or tenant of any of said Building Sites agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Architectural Review Committee or Developer to recover any such damage.

ARTICLE IX

ENFORCEMENT

Section 9.1 Abatement and Suit. The conditions, covenants, restrictions and reservations herein contained shall run with the land and be binding upon and inure to the benefit of the Declarant and the Owners of every Building Site on the Property. These conditions, covenants, reservations and restrictions may be enforced as provided hereinafter by Declarant acting for itself, the Architectural Review Committee, and as Owner by itself, the Architectural Review Committee, and as Owner by acquiring an interest in the Property shall appoint irrevocably the Declarant as his attorney-in-fact for such purposes; provided, however, that if a Building Site Owner notified Declarant of a claimed violation of these conditions, covenants, restrictions and reservations and Declarant fails to act within thirty (30) days after receipt of such notification, and in that event only, an Owner may separately, at his own cost and expense, enforce the conditions, covenants, restrictions and reservations herein contained. Violation of any condition, covenant, restriction or reservation herein contained shall give the Declarant the right to enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove at the expense of the Owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section 9.2 Violations Deemed to Constitute a Nuisance. Every violation of these Covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, tenant or occupant shall be applicable against every such violation and may be exercised by Declarant, the Architectural Review Committee or any Owner as provided in Section 9.1 hereof. Damages and other remedies at law are hereby declared not to be adequate and violations or threatened violations of the covenants, conditions, restrictions and reservations contained herein may be enjoined or restrained. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the Declarant to enforce any of the conditions, covenants, restrictions and reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other condition, covenants, restrictions or reservations, and Declarant shall not be liable for any such failure to enforce.

Section 9.3 Liens of Mortgages Not Affected. Anything contained herein to the contrary notwithstanding, a breach of any of the covenants, conditions, restrictions and reservations contained herein, and charges or re-entry by reason of any such breach shall not defeat or render invalid the lien of any mortgage made for value and in good faith as to the Property or any portion thereof or any improvement thereon, but said covenants, conditions, restrictions and reservations shall be binding upon and effective as against any Owner thereof whose title thereto is acquired by foreclosure or otherwise.

ARTICLE X

TERMS, TERMINATION, MODIFICATION AND ASSIGNMENTS

Section 10.1 Term. This Declaration, every provision

hereof, and every covenant, condition, restriction and reservation contained herein shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter be renewed automatically for successive ten (10) year periods unless and until terminated as provided in ARTICLE X, Section 10.2 hereof.

Section 10.2 Termination and Modification. This Declaration or any provision hereof, or any covenant, condition, restriction or reservation contained herein, may be terminated, extended, modified or amended, as to the whole of said Property or any portion thereof, with the written consent of the Owners of sixty-five percent (65%) of the Property subject to these restrictions; provided, however, that during the initial twenty-five (25) year term of these Covenants, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and by Declarant if required herein), in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 10.3 Assignments of Declarant's Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to any person, corporation or association which will assume any or all of the duties of Declarant hereunder, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Declarant's duties hereunder, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties hereunder. The term "Declarant" as used herein includes all assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment, a successor Developer may be appointed by the Owners of sixty-five percent (65%) of the Property upon compliance with the requirements of the last sentence of Section 10.2 of this ARTICLE X.

ARTICLE XI

MISCELLANEOUS

Section 11.1 No Waiver. All of the conditions, covenants, restrictions and reservations contained in this Declaration of Protective Covenants shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

Section 11.2 Invalidation. Invalidation of any one or more of the provisions contained in the Declaration of Protective Covenants by judgments or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

Section 11.3 Benefits and Burdens. (a) The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarant, the Owners of all the Building Sites located within the Property, the Owners of additional property made subject to this Declaration of Protective

Covenants, and their respective heirs, successors, personal representatives and assigns.

(b) All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective Owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns; and shall, as to the Owner of each parcel, his heirs, successors and assigns, operate as covenants running with the land for benefit of all other parcels.

Section 11.4 Notice. Any notices required or permitted herein shall be in writing and delivered or mailed, postage prepaid by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for a Building Site Owner (1) to the address of the Building Site if improved; (2) if the Building Site is not improved, to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner. If intended for the Declarant, to the address previously set forth herein unless Declarant shall have filed a certificate with the Register of Deeds of Sedgwick County, Kansas, setting forth in a different address to which notices hereunder are to be sent.

Section 11.5 Existing Uses. Notwithstanding anything to the contrary contained herein, nothing contained herein shall prohibit, restrict or affect any use being made on any Building Site or require any modification of any improvement located thereon which use or improvement shall have been in existence on the date this instrument is recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 11.6 Additional Property. Additional property adjacent to the Property may, with the written consent of the Declarant, by the execution, acknowledgment and recording in the office of the Register of Deeds of Sedgwick County, Kansas of a written instrument to such effect, be made subject to this Declaration.

Section 11.7 Singular and Plural. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.


Section 11.8 Paragraph Headings. Paragraph headings are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope or intent of the particular section to which they refer.

IN WITNESS WHEREOF, WICHITA DEVELOPMENT COMPANY has executed this instrument the day and year first above written.

WICHITA DEVELOPMENT COMPANY

BY 

ATTEST:


Secretary

ACKNOWLEDGMENT

STATE OF NY)
 COUNTY OF NY) ss:

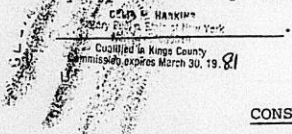
BE IT REMEMBERED, That on this 13 day of December, 1979, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Wayne J. Stommer, Vice President and Philip B. Moore, Secretary, of WICHITA DEVELOPMENT COMPANY, a Delaware corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

Asst.

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

Celia M. Starkins
 Notary Public

My Appointment Expires:



CONSENT OF MORTGAGE HOLDER

The undersigned, CITIBANK, N.A., with offices at 399 Park Avenue, New York, New York, being the holder of certain mortgages encumbering the real property described in the above and foregoing Declaration of Protective Covenants, does hereby consent to the imposition of the above and foregoing Declaration of Protective Covenants on said real property and to the recording of same in the office of the Register of Deeds, Sedgwick County, Kansas.

Dated December 12, 1979.

CITIBANK, N.A.

By Wayne J. Stommer President
 Wayne J. Stommer

ATTEST:

John W. DeLent
 Senior Notary Public Cashier

ACKNOWLEDGMENT

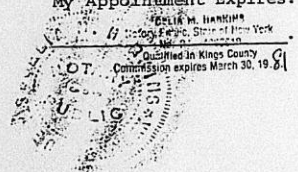
STATE OF NY)
 COUNTY OF NY) ss:

BE IT REMEMBERED, that on this 13 day of December, 1979, before me, the undersigned, a Notary Public duly commissioned

in, and for the county and state aforesaid, came Wayne J. Stemmer and Celia M. Jenkins, who are each personally known to me, to be the Vice President and ~~Cashier~~, *Asst. Officer*, respectively, of CITIBANK, N.A., and to be the same persons who executed the above and foregoing instrument, and they duly acknowledged their execution of the same for and on behalf of and as the free voluntary act and deed of said Citibank, N.A. for the uses and purposes therein set forth.

Celia M. Jenkins
Notary Public

My Appointment Expires:



*is the track owned
by the Association?*

AGREEMENT FOR MAINTENANCE AND
OPERATION OF INDUSTRIAL RAILROAD TRACK

THIS AGREEMENT is entered into this 18th day of
December, 1979, by and between COMOTARA INDUSTRIAL OWNERS
ASSOCIATION, a Kansas corporation, hereinafter called "Associa-
tion," and the CITY OF WICHITA, a municipal corporation of the
State of Kansas, hereinafter called "City."

WITNESSETH:

WHEREAS, City is presently causing the construction of a
railroad lead track to serve the Comotara Business Park at
Wichita, Sedgwick County, Kansas, and the construction of a flash-
ing light signal for said track at the intersection of said track
and 37th Street, all as is more fully shown by Industrial Track
Agreement attached hereto as Exhibit "A" and Flashing Signal
Agreement attached hereto as Exhibit "B", entered into by City
with the Missouri Pacific Railroad Company, hereinafter called
"Railroad"; and

WHEREAS, the construction of said lead track and flashing
light signal is for the benefit of the members of Association; and

WHEREAS, City and Association both desire to make provi-
sions for the maintenance, repair and replacement of said lead
track and flashing light signal;

NOW, THEREFORE, in consideration of the following mutual
covenants and promises, City and Association agree:

1. City shall cause completion of the construction of
said railroad lead track and flashing light signal, as set forth
in Exhibits "A" and "B" attached hereto, and shall pay all costs
required to be paid to Railroad under subparagraph 3(a) of Exhibit
"A".
2. Association shall assume each and every obligation,
duty, promise, agreement and covenant made and to be performed by
City, as set forth in Exhibits "A" and "B" attached hereto; pro-
vided that Association shall not be liable to City or Railroad
for any sums required to be paid to Railroad under subparagraph
3(a) of Exhibit "A".

3. Association shall defend, indemnify and hold harmless City from and against any and all liability for injury to or death of any person or persons and for loss, damage or destruction of any property, arising from, growing out of, incident to, connected with, or in any way caused by, attributable to or resulting from the fault or negligence of the agents or employees of City, the agents, servants or employees of Railroad, or the agents or employees of Association, regardless of any concurrent or contributory negligence on the part of the City, Railroad or their agents, servants or employees.

4. In order to further protect City from liability arising from the events or occurrences set forth in paragraph 3 herein, Association shall obtain general accident and comprehensive general liability insurance in an amount not less than \$3,000,000 for each occurrence and \$1,000,000 for each person. Each such policy shall properly protect and indemnify City and Railroad in amounts not less than aforesaid. The policies of said insurance shall contain a provision that insurance may not be cancelled by the issuers thereof without at least thirty (30) days' advance written notice to City. Such policies or copies or certificates thereof shall be furnished to City on an annual basis. The policies of insurance hereinabove referred to shall be issued by a nationally recognized insurance company qualified under the laws of the State of Kansas to assume the risks covered therein.

5. Association shall arrange for and pay the costs of all maintenance, repairs and replacements to said lead track and flashing light signal, whether or not the same are set forth in or required by Exhibits "A" and "B" attached hereto.

6. Association shall arrange for and pay to Railroad all necessary costs of maintaining and operating said lead track and flashing light signal, required by and set forth by Exhibits "A" and "B" attached hereto, excepting those sums set forth in subparagraph 3(a) of Exhibit "A" hereto, which sums shall be paid by City.

7. In the event that the use of said lead track and flashing light signal is abandoned by Railroad for a period of _____, Association's obligations to City hereunder shall cease, City shall release Association from any further performance hereunder, and this Agreement shall be totally null and void as to the parties herein.

8. The Association warrants that it will maintain its corporate existence during the term of this agreement.

9. Either party hereto shall have a right to terminate this agreement at any time that a default exists on the part of the other party if the defaulting party fails to remedy a default under this agreement within forty-five (45) days after written notice of default has been provided to the party in default. Notice of Termination shall be provided to the defaulting party in writing. Such termination shall be without prejudice as to any accrued liabilities of either party.

10. It is understood that the City shall have the right to cease operating the railroad lead tract, railroad dock, and the flashing light signal as a public facility at any time. It is further understood that this lease agreement shall be automatically terminated if the City does cease operating said lead track and flashing light signals. Such termination shall be without prejudice as to any accrued liabilities of either party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMOTARA INDUSTRIAL OWNERS ASSOCIATION

By *Robert [Signature]*

ATTEST:

Frank [Signature]
Secretary

CITY OF WICHITA, KANSAS

By *Tony Casado*
TONY CASADO, Mayor

ATTEST:

Donald C. Gisick
DONALD C. GISICK, City Clerk

*Approved as to legal form
John [Signature] 12/28/88
Director of Law*

transfer deed filed
10-24-79

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other ^{Statute, warranty deed} good and valuable considerations, the receipt of which is hereby acknowledged, ^{that if} ^{granted} ^{did not} ^{available} ^{Contract Co} ^{RR within} ^{120 days, the} ^{dedication} ^{would be} ^{null & void} ^(RR is there)

the undersigned, Wichita Development Company
being the owner of the following described real estate in Sedgwick County, Kansas.
to-wit:

305 A 60 foot strip of land lying 30 feet on each side of a line beginning on the north line of Thirty-Seventh Street North, 50 feet west of the east line of the west half of Section 29, Township 26 South, Range 2 East of the 6th P.M.; thence north parallel with and 50 feet west of said east line 4432.0 feet; thence along a curve to the left with a radius of 530.15, a central angle of 89°36', .840.0 feet; thence west parallel with and 291 feet south of the north line of said Section 29, 660 feet; thence along a line at an angle to the left of 11°11' to the southerly right-of-way line of the Missouri Pacific Railroad. Southerly and northerly right of way lines extend to the southerly line of said Missouri Pacific Railroad right-of-way.

does hereby dedicate the above described real estate to the public for Industrial Railroad purposes.

Executed this 28th day of February, 1979.

Robert R. Fox
Robert R. Fox
Attorney in Fact for
Wichita Development Company

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 28th day of February, 1979 came Robert R. Fox, Attorney in Fact for Wichita Development Company, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission and the Board of Commissioners of the City of Wichita, Kansas, and approved by said Board of Commissioners of the City of Wichita, Kansas

Connie D. Owen
Notary Public
My Term Expires: My Appointment Expires May 17, 1981



this _____

City Clerk

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Wichita Development Company

being the owner of the following described real estate in Sedgwick County, Kansas, to-wit:

Plus A parcel of land in the southwest quarter of Section 29 in Township 26 South Range, 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows:

Beginning at a point on the north right-of-way line of Thirty-Seventh Street North, 80 feet west of the east line of said southwest quarter, thence continuing west along the north line of Thirty-Seventh Street North 120 feet; thence north parallel with the east line of said southwest quarter 420 feet; thence east parallel with the north line of Thirty-Seventh Street North 120 feet; thence south parallel with said east line of the southwest quarter to the point of beginning.

does hereby dedicate the above described real estate to the public for Public Team Dock purposes.

Executed this 29th day of February, 1979.

Robert R. Fox

Robert R. Fox
Attorney in Fact for
Wichita Development Company

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 29th day of February, 1979 came Robert R. Fox, Attorney in Fact for Wichita Development Company, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission and the Board of Commissioners of the City of Wichita, Kansas and approved by said Board of Commissioners of the City of Wichita, Kansas,

this _____

City Clerk

Conrad R. ...
Notary Public
My Term Expires: _____ My Appointment Expires May 17, 1981



6652
 Map No.: 6652
 Section: 29
 Twp.: 26S
 Range: 2 E

S/D No. 81-32

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: North Point Industrial Park
 General Location: Approx. 2070' East of Rock Road on 37th Street North on the North side of the street
side of the street North side of 37th Street North in an area east of Rock Rd
 Name of Property Owner: Woodlawn Development Co.
 Address: 2471 Hathway Circle Zip Code: 67226 Phone: 686-7451
 Name of Subdivider: Woodlawn Development Co.
 Address: 2471 Hathway Circle Zip Code: 67226 Phone: 686-7451
 Name of Engineer/Surveyor: Bill G. Yum Van Deren: Howard C. Williams
 Address: 1866 N. Main 260 N. Rock Road Zip Code: 67203 Phone: 264-8676
 Date of Application: April 3, 1981 Suite 250 67206

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 12.07
2. Number of Lots:
 Residential _____
 Commercial _____
 Industrial 1 2
 Other 1 Loading Dock
 Total Number of Lots 2
3. Minimum Lot Frontage 120 ft.
4. Minimum Lot Area 50400 s.f.
5. Existing Zoning E. Light Ind. AA
6. Proposed Zoning E. Light Ind.
7. Lineal Feet of New Streets:
 a. 70' R/W 1300+ ft. Inc./ temp
 b. _____ R/W _____ ft. turn around
 c. _____ R/W _____ ft.
 d. _____ R/W _____ ft.
 e. _____ R/W _____ ft.
 TOTAL 1300 ft.
8. Are Sidewalks existing?
 Yes _____ No X
9. Is a public water supply available? X Yes _____ No, Name _____
10. Is a sanitary sewer available? X Yes _____ No, Name _____
11. Has Health Department approval been obtained (where applicable) NA Yes _____ No _____
12. City of Wichita YES Three Mile Area NA Outside of Wichita NA

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 for by the owner when billed. The undersigned further states that he is the owner of the property proposed for platting.

Owner's Signature: [Signature] for Woodlawn Development Co.

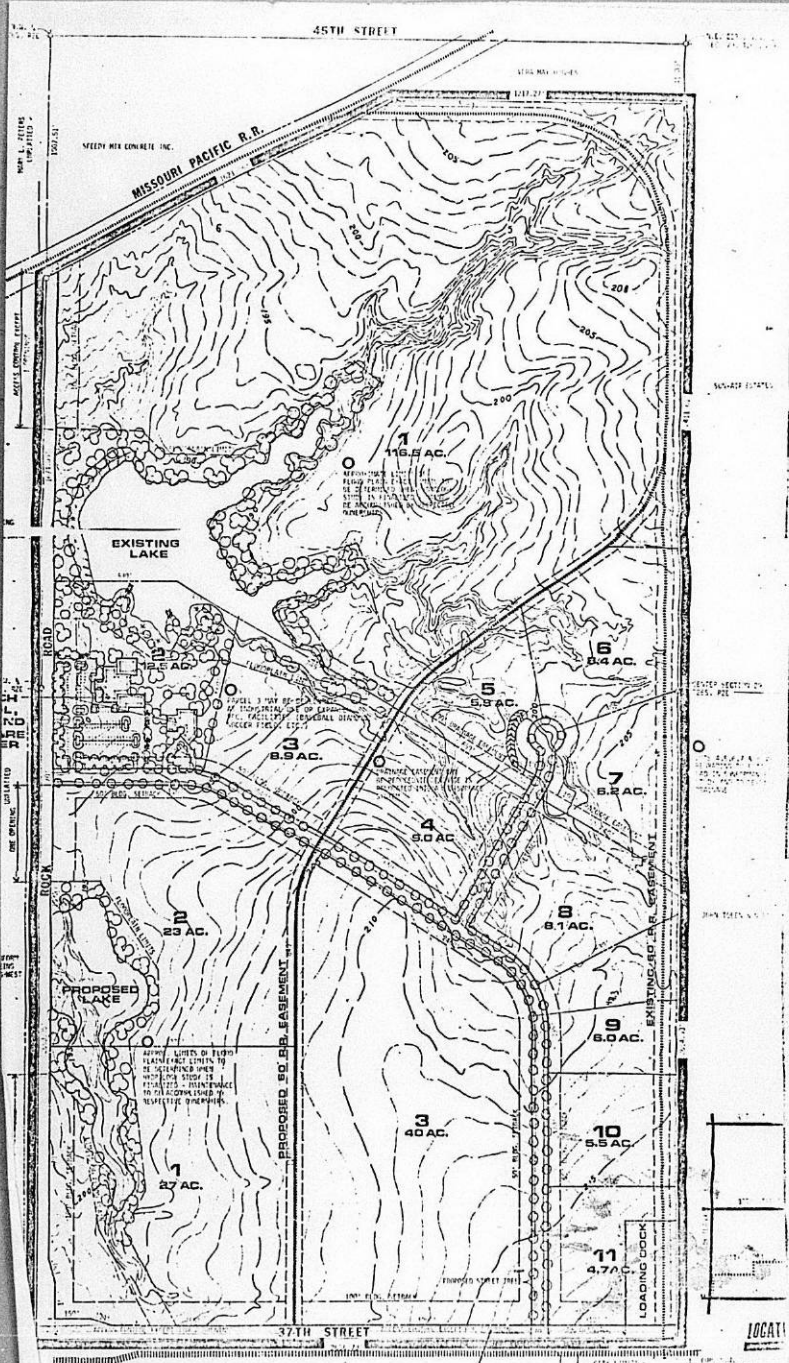
 Mayor City Clerk

Wichita-Sedgwick County Metropolitan Area
 Planning Commission, 10th Floor, City Hall,
 455 North Main, Wichita, Kansas 67202

Received by SWIREBY
 Date 4/3/81
 Fee Submitted \$260.00

T9-301B
 (7-79)

OK
200.00 +
50.00 +
50.00 +
much



WPA & SONS
UNPAID

CASTLE CONCRETE CO.

ROAD

ROAD

ROAD

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PAYMENT NOTICE
City of Wichita

Bldg.	Use of Str.	Code Bks	Copies
Elec	Elev. Insp.	Hse Moving	Lic.
Mech	Boiler Insp.	Pav. Cuts	Cert.
Plbg	Exam Fees	Sewer	Elev.
Signs	Plan Rev. (P.W.)	Cement	M.S.P.
	Planning		

DESCRIPTION		AMOUNT
NAME		
ADDRESS		
FUND	DUE DATE	
COMMENTS		
DATE	BY	