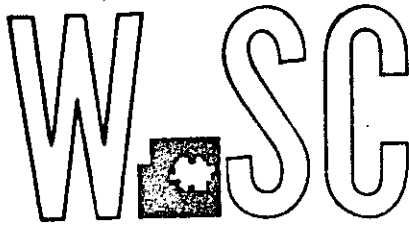


WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

CITY HALL - TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561

November 1, 1984

Professional Engineering Consultants, P.A.
1440 E. English
Wichita, KS 67211

Re.: S/D 84-95 - Final Plat of Florence Addition

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on November 1, 1984, the above-captioned plat was considered. The action of the Planning commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of October 26, 1984.

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

1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
2. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the platlor.
3. Certification that all real estate taxes for 1982 (both first and second halves) and prior years have been paid.

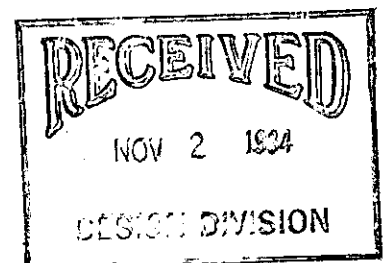
Please call if you have any questions.

Very truly yours,

Barbara Bonanni
Planning Analyst

BB:mlh

cc: Triple "J" Properties, Ltd., c/o Joel Pollack, 331 N. Waco,
Wichita, KS 67202
Mike Lindebak, City Engineer



WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

CITY HALL -- TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561



October 26, 1984

Professional Engineering Consultants, P.A.
1440 E. English
Wichita, KS 67211

Attn: Gary Wiley

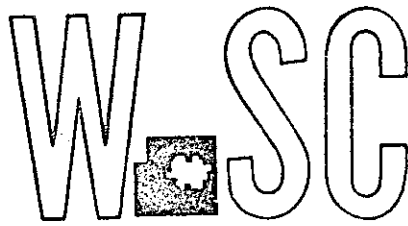
Re: S/D 84-95 - Final Plat of Florence Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, October 26, 1984, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. The applicant shall guarantee the paving for 50th Street South, including sidewalks on each side and the proposed temporary cul-de-sac for 50th Street South.
- B. The applicant shall guarantee the extension of City water to serve those lots not already served.
- C. The applicant shall guarantee the extension of sanitary sewer to serve those lots not already served.
- D. The final plat tracing shall indicate a 30-foot utility easement adjacent to the west line of Lot 1, Block 1 and a 10-foot utility easement adjacent to the south line of this lot. The 10-foot easement adjacent to the north line of Lot 1, Block 2 may be deleted.
- E. The final plat tracing may indicate two access points to Broadway from Lot 1, Block 2.
- F. The applicant shall obtain, by separate instrument, the necessary off-site utility easement necessary to extend sanitary sewer to serve this plat.
- G. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

CITY HALL - TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561



October 1, 1984

Professional Engineering Consultants, P.A.
1440 E. English
Wichita, KS 67211

Attn: Gary Wiley

Re: S/D 84-95 - Preliminary Plat of F.P.S. Second Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, September 27, 1984, the above-captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. The final plat shall indicate a temporary cul-de-sac for 50th Street.
- B. The applicant shall guarantee the paving for 50th Street South, including sidewalks on each side and the proposed temporary cul-de-sac for 50th Street South.
- C. The applicant shall guarantee the extension of city water to serve those lots not already served.
- D. The applicant shall guarantee the extension of sanitary sewer to serve those lots not already served.
- E. Approval of this plat shall be subject to approval of the applicant's associated zone case (Z-2637).
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. Prior to, or at the time of submitting a final plat, a drainage plan shall be submitted to City Engineering for review and approval.

WICHITA - SEDGWICK COUNTY

Professional Engineering Consultants, P.A.
S/D 84-95 - Preliminary Plat of F.P.S. Second Addition

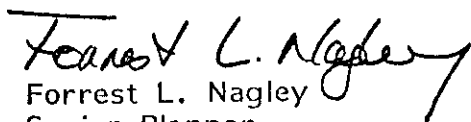
October 1, 1984
Page 2

- H. The final plat shall indicate "access control except for one opening" to Broadway for each lot.
- I. The applicant is advised that contact with KDOT will be required when a permit for a driveway to Broadway is sought.
- J. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- K. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

If you should have any questions, please call.

Sincerely,


Forrest L. Nagley
Senior Planner

FLN:mlh

cc: Triple "J" Properties, Ltd., c/o Joel Pollack, 331 N. Waco,
Wichita, KS 67202
/ Mike Lindebak, City Engineer

RM 163 #11520

PAID FOR RECORD AS
.....

001 20 1975

2 52167

BETTE F. MACKEY
CLERK OF DISTRICT COURT

RELEASE OF SURFACE RIGHTS

THIS RELEASE is made and entered into this 22nd day of July, 1975, by STELBAR OIL CORPORATION, INC., herein-after called "Stelbar," and THE FOURTH NATIONAL BANK AND TRUST COMPANY, WICHITA, acting in its capacity as Trustee for the owners of the Land.

WITNESSETH:

WHEREAS, Stelbar is the owner of the following oil and gas leases covering the following described real estate located in Sedgewick County, Kansas, to-wit:

1. Lease dated April 25, 1955, between Felix A. Bodovitz, a single man, as Lessor, and Stelbar as Lessee, recorded in Book M346, Page 527.
Document #22804
2. Lease dated April 25, 1955, between Frank MacKay and Corrine MacKay, his wife, as Lessors, and Stelbar as Lessee, recorded in Book M346, Page 529.
Document #22805
3. Lease dated April 25, 1955, between Louis Kravis and Marian C. Kravis, his wife, as Lessors, and Stelbar as Lessee, recorded in Book M346, Page 531.
Document #22806
4. Lease dated April 25, 1955, between Midland Oil Corporation, as Lessor, and Stelbar as Lessee, recorded in Book M342, Page 279.
Document #16127
5. Lease dated April 25, 1955, between Michael J. Nolan, a widower, Frank J. Casey and Mary G. Casey, his wife, as Lessors, and Stelbar as Lessee, recorded in Book M342, Page 281.
Document #16128
6. Lease dated April 25, 1955, between Stelbar as Lessor, and B. M. Lester, Jr., as Lessee, recorded in Book M361, Page 563.
Document #23565

All of the above leases cover the following described real estate:

Lots 9, 10, 11 and 12, Nolan's Gardens (also described as the North Half of the Southwest Quarter of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the 6th P.M.)

7. Lease dated April 23, 1955, between Nabeba Farha, an individual, and as Executrix of the Estate of E. F. Farha, Deceased (a widow) as Lessor, and Petroleum, Inc., as Lessee, recorded in Book M345, Page 175.
Document #20122

13000

QFB

2:50 P.M.

RECORDED

and covering the following described real estate:

North Half of the Southwest Quarter of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the 6th P.M.

which lease was ratified on May 5, 1955, recorded in Book M345,

Page 172, and ratified April 29, 1955, recorded in Book M345,

Document #19124

Page 177, and ratified April 29, 1955, recorded in Book M347,

Document #19125

Page 431, and amended under date of July 6, 1955.

Document #21999

8. Lease dated September 29, 1926, from Jennie D. C. Nolan and Michael J. Nolan, her husband, as Lessors, to J. F. Duffy, as Lessee, recorded in Book "Miscellaneous" 34, Page 613;

Document #55774

insofar as the said lease covers the following described real estate:

Northwest Quarter of the Northwest Quarter of Section 21, Township 28 South, Range 1 East of the 6th P.M., Sedwick County, Kansas.

The above leases were consolidated by Declaration of Consolidation dated January 30, 1956, executed by Stelbar and recorded in Book M363, Page 365, and with respect to the above

leases 1 through 7, an Affidavit of Production was recorded on

Document #981

February 16, 1956, in Book M363, Page 361; and

Document #980

WHEREAS, Stelbar has been requested to make this Release so that the owners may develop part of the surface of the following real estate for commercial, industrial or residential use:

The East Half of Lot 3; all of Lots 1, 2, 4, 5, 6, 7, 8 and 11; and all of Lots 9, 10 and 12, except the South 100 feet thereof, all in Nolan's Gardens, Sedwick County, Kansas; except that part of said Lots 1, 2 and the East Half of Lot 3 taken in Condemnation Case No. B-729 for highway purposes (also described as the N/2 SW NW, except the S 100' thereof, and the NW NW, except the West Half of Lot 3 in Nolan's Gardens, of Sec. 21, T28S, R1E of the 6th P.M., Sedwick County, Kansas);

such real estate being hereinafter called the "Land".

NOW, THEREFORE, in consideration of the payments, covenants, terms and conditions contained herein, Stelbar and Trustee do hereby agree as follows:

1. Stelbar does release and surrender, subject to all the provisions herein, to owners of the Land, their respective heirs, successors and assigns, all of the surface rights, expressed or implied, contained and provided for in the leases for the Lessee, insofar as such surface rights covers the Land, EXCEPT as follows:

A. Two areas 100 feet by 150 feet surrounding the south producing well and the injection well in such areas and the area south and east of the north producing well within the dash lines, all as is shown on the plot plan attached hereto as Exhibit "A" and made a part hereof by this reference, except that the area surrounding the injection well not released hereunder shall be, in lieu of that shown on the plot plan, an area commencing at the northwest corner of the area surrounding the injection well as shown on the plot plan, thence E. 250 feet, thence S. 250 feet, thence W. 250 feet, thence N. 250 feet to place of beginning.

B. The area surrounding the storage tanks, injection pump, and the electric transformers, as shown on Exhibit "A", and in addition thereto an area not shown on Exhibit "A" and abutting to the south the area shown surrounding the south producing well and the area for the tank battery, injection pump and electric transformers, described as beginning at the southwest corner of the area shown as surrounding the south producing well, thence E. 200 feet, thence S. 200 feet, thence W. 200 feet, thence N. 200 feet to point of beginning.

C. As shown on Exhibit "A", an area 15 feet wide parallel to and adjacent to the future highway right-of-way on the east side of Broadway, as such right-of-way is determined in replatting the Land, commencing at the south line of Lot 3 in Nolan's Gardens, thence south to a point 30 feet south of the south producing well; an area 15 feet wide parallel to and adjacent to the south line of the west half of Lot 3 from the east line of the future highway right-of-way to the area south and east of the north well within the dash lines; an area 20 feet wide with the present lease road at the center running easterly then northerly from the injection well area to the tank battery area; and areas running west from the south producing well and the injection well, all for the purpose of (i) reasonable ingress and egress by Stelbar to and from Broadway and the areas set forth in Items A, B, C and E herein, (ii) building, laying, relaying, removing and maintaining roadways, pipelines connecting the producing wells,

OK Lee

the injection well, the tank battery, the product sales line and electric lines, and (iii) operating the producing wells and the injection well.

D. There shall be no paving placed on the above mentioned unleased areas without Stelbar's prior written consent and such consent will not be forthcoming except for a limited number of driveway approaches of limited width for which consent will not be unreasonably withheld, except in the area, as shown on Exhibit "A", between the dash lines and the property lines at the southeast corner of the West Half (W/2) of Lot 3, the south 30 feet along the south line of the West Half (W/2) of Lot 3 and all of the 23 feet running northerly may be paved, and except the east 10 feet of the 15-foot wide area parallel to the future highway right-of-way and the south 10 feet of the 15-foot wide area parallel to and adjacent to the south line of the West Half (W/2) of Lot 3, may be paved and used for parking by the respective landowners so long as Stelbar may move its machinery, trucks and materials in such 15-foot area. The owner of the part of the Land on which a driveway approach is constructed must case Stelbar's line or lines running under the driveway approach so that Stelbar can easily pull its line or lines from under the driveway approach for repair, maintenance, inspection, removal or replacement.

E. The right to rig and extend, from time to time, guy wires within a line running north and south and a line running east and west a maximum of 75 feet more or less east and south of the producing and injection wells, such guy wires to be attached to stakes which may be driven through the asphalt paving, if any, and will be removed when not in use or the landowner may at its option, place permanent deadmen with rings for tiedown of guy wires at locations specified by Stelbar. Such deadmen shall be constructed as mutually agreed upon by Stelbar and the particular landowner involved. If temporary stakes are used by Stelbar, the particular landowner will at such landowner's expense repair the damage caused by driving and removing such stakes.

F. The right for trucks and trailers to turn the corners and encroach upon the released land, for the purpose of reasonable ingress and egress by Stelbar to and from Broadway and the areas set forth herein in Items A, B, C and E.

G. Such surface rights of Stelbar set forth in Items A, B, C, D, E and F above shall remain in effect until the above leases terminate.

2. The owner or owners of the Land shall pay to Stelbar the total sum of \$5,000 in full payment for any and all damages to Stelbar with respect to this Release, including any delays or interruptions of Stelbar's operations caused by the moving of the pipe lines, tank battery, transformers, electric lines, injection pumps, roadways, the large block of concrete near the north well and other equipment of Stelbar.

3. Nothing herein contained shall be construed as a release of any of the above leases with respect to any of the acreage covered thereby, it being the intention of Stelbar in executing and delivering this Release merely to limit its rights to the use of the surface of the Land.

4. Each owner of a part or all of the Land shall be responsible for and shall hold Stelbar harmless with respect to any claims or demands arising from such owner's part of the Land, and the liability, costs and expenses of such claims and demands, including the cost of defending litigation, for death, personal injury or for property damages arising out of the operations of Stelbar on the surface areas reserved as set forth above in Items A, B, C and D, EXCEPT (i) for such claims and demands resulting from Stelbar's own negligence, and (ii) those claims and demands covered by the insurance to be provided by Stelbar as set forth; provided, however, notwithstanding anything to the contrary contained herein, each owner of a part or all of the Land shall be responsible for and shall hold Stelbar harmless with respect to any claims or demands from such owners or third parties arising from such owner's part of the Land, and the liability, costs and expenses (including the cost of defending litigation) of such claims and demands for damages resulting from the escape of salt water from Stelbar's wells, lines, tanks or other facilities, whether as a result of Stelbar's negligence or otherwise.

5. Stelbar agrees to maintain and pay the premiums on the following described policies of comprehensive and automobile liability insurance which shall cover its operations on the surface areas reserved as set forth above in Items A, B, C and D, during the term of the above leases, in limits not less than the following:

a) Comprehensive and automobile liability against the claims of any and all persons for injury to or wrongful death of one person for \$ 100,000, and for any one occurrence, \$ 100,000, and not less than \$ 100,000 for damage to property of others.

(b) Workmen's Compensation as required by Kansas law.

In the event Stelbar's premiums for liability insurance are increased because of improvements constructed by or the use by the owner of land contiguous to the released areas, such landowner shall reimburse Stelbar for the amount of such increase, and the amount of such increase shall become a lien on the Land where the construction or use caused such increase until paid in full.

6. The terms and conditions of this Release shall be binding on and shall inure to the benefit of the respective heirs, successors and assigns and personal representatives of Stelbar and the owner or owners of the Land, and shall be construed and characterized as a covenant running with the Land and with the oil and gas leasehold estate, and binding upon the successive owners of any interest in or to the above leases and the Land or parts of the Land.

IN WITNESS WHEREOF, this Release has been executed as of the date and year first above written.

STELBAR OIL CORPORATION, INC.

Jerry E. Shaver
President

"STELBAR"

Jerry E. Shaver

THE FOURTH NATIONAL BANK & TRUST COMPANY, WICHITA

By [Signature]
Vice President

"TRUSTEE"

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 25 day of July, 1975, before me the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came JERRY S. SMOYER, president of STEELBAR OIL CORPORATION, INC., a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

[Signature]
Notary Public
Irene La Grange

My Commission Expires:
November 28, 1977

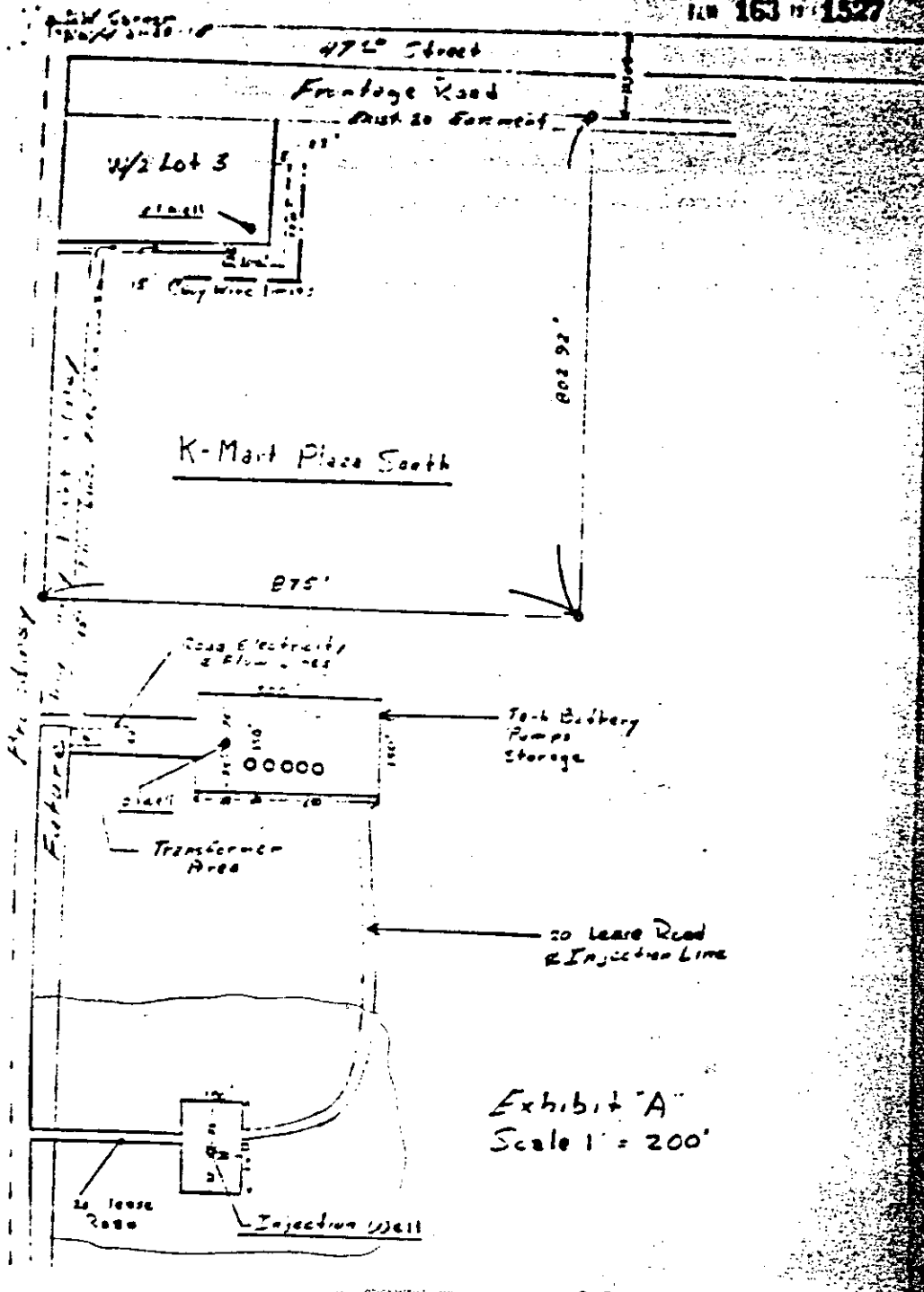
STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 25 day of July, 1975, before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came L M LORRAINE, Vice President and Trust Officer, vice president of THE FOURTH NATIONAL BANK & TRUST COMPANY, WICHITA, a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

[Signature]
Notary Public
Lorraine Bitting
**LORRAINE BITTING
NOTARY PUBLIC
SEDGWICK COUNTY, KANSAS**

My Commission Expires:
November 28, 1977



NOV 4 1981

AMENDMENT OF RELEASE OF SURFACE RIGHTS

BY **S. GOSSEL**
WILLIAM F. MCGEE
Attorney at Law

This Amendment is made and entered into this 3rd day of October, '901, by and between Steiber Oil Corporation, Inc., hereinafter called "Steiber" and the Fourth National Bank and Trust Company, Wichita, acting in its capacity as Trustee for the owners of the land.

WITNESSETH:

WHEREAS, on July 22, 1975, the parties hereto entered into a Release of Surface Rights (Release) with respect to certain oil and gas leases covering, among other land, the following:

The East Half of Lot 3; all of Lots 1, 2, 4, 5, 6, 7, 8 and 11 and all of Lots 9, 10 and 12, except the South 100 feet thereof, all in Nolan's Gardens, Sedgewick County, Kansas; except that part of said Lots 1, 2 and the East Half of Lot 3 taken in Condemnation Case No. B-729 for highway purposes (also described as the N/2 SW SW, except the S 100' thereof, and the SW SW, except the West Half of Lot 3 in Nolan's Gardens, of Sec. 21, T28S, R1E of the 6th P.M., Sedgewick County, Kansas.

the Release being filed of record on October 28, 1975, in the office of the Register of Deeds of Sedgewick County, Kansas, No. 2 53187 at Film 163, Pages 1520-1526, and

WHEREAS, the parties hereto desire to amend the Release.

NOW THEREFORE, in consideration of the payments, covenants, terms and conditions contained in the Release and in this Amendment, Steiber and Trustee do hereby agree as follows:

1. Item B. of Section 1. of the Release shall be deleted and the following substituted therefor:
- B. The areas surrounding the south producing well, storage tanks, injection pump, and the electric transformers, as shown on Exhibit "A" attached hereto, and in addition a parcel of land abutting the south line of the area 300' X 150' shown surrounding the south producing well and storage tanks described as, beginning at the Southwest corner of said area, thence East 300', thence South 50', thence West 300', thence North 50' to the point of beginning, such parcel of land being crosshatched on Exhibit "A" attached hereto.

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502

E. W. W. M.

W. F. M.

2. Exhibit "A" of the Release shall be deleted and the Exhibit "A" attached hereto and made a part hereof shall be substituted therefor.

3. All other terms and conditions of the Release are hereby ratified and shall remain in full force and effect.

Executed this 30th day of October, 1931.

FOURTH NATIONAL BANK & TRUST COMPANY,
Wichita, Trustee

By [Signature]
Title E. M. Lovell, Vice President and Trust Officer

STELBAR OIL CORPORATION, INC.

By [Signature]
Title Jerry E. Shawer, President

STATE OF KANSAS)
COUNTY OF SEDWICK) ss.

The foregoing instrument was acknowledged before me this 30th day of October, 1931, by Jerry E. Shawer, President of Stelbar Oil Corporation, Inc., on behalf of the corporation.



My commission expires April 26, 1935

[Signature]
Notary Public

STATE OF KANSAS }
SEDWICK COUNTY }

Before me, the undersigned, a notary public, within and for said county and state, on this 30th day of October, 1931, appeared E. M. Lovell, Vice President and Trust Officer of the Fourth National Bank and Trust Company, Wichita, a national banking association which is

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed on behalf of said association and as the act and deed of such trust for the uses and purposes therein set forth.

[Signature]
LORRAYNE BITTNER
NOTARY PUBLIC
STATE OF KANSAS
BY APPOINTMENT OF THE GOVERNOR

My appointment expires: December 28, 1935

103 1527

21/4 2-15-12

47th Street

Frontage Road

Exist. 30' Frontage

1/2 Lot 3

Almond

15' City Wire Limits

K-Mari Plaza South

875'

Broadway

Right of Way

Road Electrical & Flow Lines

Tank Battery
Pumps
Storage

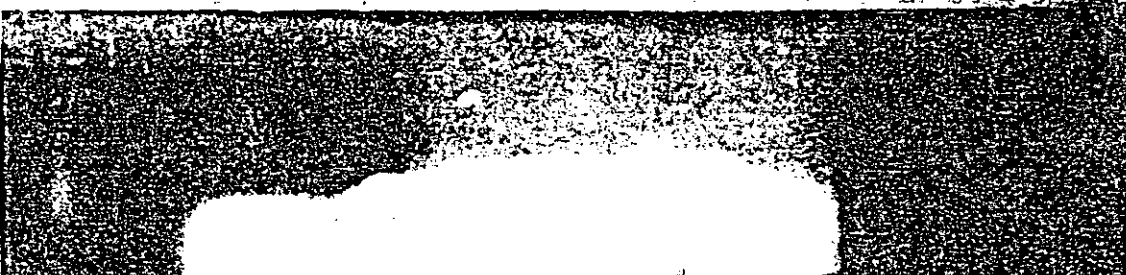
Transformer Area

20' Lease Road
& Injection Line

20' Lease Road

Injection Well

Exhibit "A"
Scale 1" = 200'



Preliminary Plat
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D No: 84-95

Name: F.P.S. Second Addition

Preliminary Approved:
Scheduled S/D Meeting:

DESCRIPTION

General Location: On the east side of Broadway at 50th Street Extended

Owner : Triple "J" Properties, Ltd. (Joel Pollack)
Surveyor/Engineer: Professional Engineering Consultants, P.A.

1. Gross Acreage of Plat: 4.9 Acres +
 2. Number of Lots:
 - Residential:
 - Office:
 - Commercial: 4
 - Industrial:
 - Total: 4
 3. Minimum Lot Area: 36,000 Sq. Ft.
 4. Existing Zoning: AA
 5. Proposed Zoning: C
-
-

STAFF COMMENTS:

NOTE: The applicant's associated zone case (Z-2637) requesting "AA" to "C" will be considered by the Metropolitan Area Planning Commission on September 20, 1984.

- A. The final plat shall indicate a temporary cul-de-sac for 50th Street.
- B. The applicant shall guarantee the paving for 50th Street South, including sidewalks on each side and the proposed temporary cul-de-sac for 50th Street South.
- C. The applicant shall guarantee the extension of city water to serve those lots not already served.
- D. The applicant shall guarantee the extension of sanitary sewer to serve those lots not already served.
- E. The final plat shall indicate "access control except for one opening" to Broadway for each lot. The representative from City Engineering should be prepared to comment on any existing access control to Broadway from this property.
- F. The representative from the City Engineer's office should be prepared to comment on the status of the applicant's drainage concept.
- G. Approval of this plat shall be subject to approval of the applicant's associated zone case (Z-2637).
- H. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- I. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- J. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

S/D No.: 84-95 Name: FLORENCE ADDITION

Preliminary Approved: 9/27/84
Scheduled S/D Meeting: 10/25/84

DESCRIPTION

General Location: On the east side of Broadway at 50th Street extended.
Owner: Triple "J" Properties, Ltd., c/o Joel Pollack
Surveyor/Engineer: Professional Engineering Consultants, P.A.

1. Gross Acreage of Plat: 4.9 Acres +
 2. Number of Lots:
 - Residential:
 - Office:
 - Commercial: 4
 - Industrial:
 - Total: 4
 3. Minimum Lot Area: 36,000 Sq. Ft.
 4. Existing Zoning: AA
 5. Proposed Zoning: C (Z-2637)
-

STAFF COMMENTS:

NOTE: The name of this plat was recently changed from "F.P.S. Second Addition." The applicant's associated Zone Case (Z-2637) requesting "AA" to "C" will be considered by the Board of City Commissioners on October 15, 1984.

- A. The applicant shall guarantee the paving for 50th Street South, including sidewalks on each side and the proposed temporary cul-de-sac for 50th Street South.
- B. The applicant shall guarantee the extension of City water to serve those lots not already served.
- C. The applicant shall guarantee the extension of sanitary sewer to serve those lots not already served.
- D. Approval of this plat shall be subject to approval of the applicant's associated Zone Case (Z-2637).
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- F. The applicant is advised that contact with KDOT will be required when a permit for a driveway to Broadway is sought.
- G. The representative of the City Engineer's office should be prepared to comment on the status of the applicant's drainage plan for this property.
- H. Closure computations shall be submitted with the final plat tracing.
- I. Recording of the plat within 30 days after approval by the Board of City Commissioners.

EASEMENT

THIS EASEMENT made this 1st day of November, 1984, by and between BERNARD H. AND FLORENCE TRACHTMAN of the first part and the City of Wichita, of 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, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer and all other public utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

Beginning at the SW Corner of Lot 3, Block 1, F.P.S. First Addition to Wichita, Sedgwick County, Kansas, thence north along the west line of said Lot 3 to a point 20 feet south of the NW Corner of said Lot 3, said point also being in the south line of an existing N-S utility easement, thence east along the south line of said easement a distance of 25.86 feet; thence south to a point in the south line and 30 feet east of the SW Corner of said Lot 3, thence west along said south line to the point of beginning.

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

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

Bernard H. Trachtman

BERNARD H. TRACHTMAN

Florence Trachtman

FLORENCE TRACHTMAN

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Be it remembered that on this 1 day of Nov., 1984, before me, a notary public in and for said County and State, came Bernard H. and Florence Trachtman to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Leona M. Whiting
Notary Public
Leona M. Whiting



My Commission expires: August 21, 1985