

8. S/D No.: 86-34 Name: GRAY'S SECOND ADDITION
- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted. An outside-the-City sewer service application shall be executed and submitted for recording.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted. This guarantee shall include the extension of a supply line in MacArthur Road across this plat's frontage to that arterial street.
- C. The applicant shall guarantee the paving of the proposed interior streets.
- D. The applicant shall guarantee construction of the storm sewers required by this plat.
- E. The Dugan and 35th South street paving petitions shall provide for the construction of sidewalks on each side of these collector streets.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. Since this property will utilize a City of Wichita water supply line, the applicant shall submit an outside-the-City water service application and associated restrictive covenant.
- H. The applicant shall submit a copy of the instrument which establishes the Arkla Gas Pipeline easement on this property.
- I. The final plat shall indicate the recording information for the Arkla Gas Pipeline easement on this property.
- J. The applicant shall provide proof, by letter from the pipeline company or by providing a copy of the pipeline easement agreement, that utilities and buildings may be located adjacent to the easement without restriction of an established setback from the easement.
- K. Any relocation, lowering or encasement of the pipeline, made necessary by this development, will not be at the expense of the City or County.
- L. On the final plat, the centerline of adjacent MacArthur Road shall be labeled.
- M. On the final plat, the three culs-de-sac, north of the north line of York Street, shall be named York Court rather than York Circle.
- N. Upon the recording of this plat, Dugan Avenue and 35th Street South shall become designated residential collector streets.
- O. The Soil and Water Conservation Service has advised that this property is developed with an extensive system of terraces. The applicant is advised that the terraces should be systematically removed in such a fashion as to prevent unnecessary soil erosion.
- P. Prior to, or at the time of submitting a final plat, the applicant shall submit a sanitary sewer layout plan to City Engineering for review and approval. This plan shall provide documentation that the sewer line in MacArthur Road has sufficient capacity to serve this plat.
- Q. The applicant is advised that tap fees will be required to connect any lots to the existing sewer laterals adjacent to the east line of this plat.

*Sub. Div. 11-6-86*

- R. Prior to, or at the time of submitting the final plat, the applicant shall submit a drainage plan to County Engineering for review and approval.
- S. 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.
- T. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

cc: Jim Weber  
Mike Lindebak  
All persons that received 10/29/86 letter

APPLICATION

Gray's 2nd

FOR OUT-OF-CITY SERVICE BY  
CITY OF WICHITA  
AND RELATED PETITION AND CONSENT TO ANNEXATION, AGREEMENTS AND COVENANTS

Application is hereby made to the City of Wichita for sewerage service to serve the following described property:

GRAY'S SECOND ADDITION

Owner: GRAY'S CONSTRUCTION, Inc.

The primary use of the above described property is of the type or types indicated below:

- Residential property (buildings used as dwellings only)  
Number of families living in above residential property ( )
- Commercial property (non-residential buildings used for other than the manufacturing of salable products)
- Industrial property (buildings used for the manufacture and processing of salable products)
- Other property (explain): \_\_\_\_\_

The undersigned covenants and agrees as follows:

1. To connect to the sewer system of the City at a point or points designated by the City in accordance with plans and specifications approved by the Director of Engineering and the current sewer ordinances of the City, and subject to inspection by the Superintendent of Central Inspection.
2. To discharge into the City sanitary sewer system only ordinary sanitary wastes and to discharge no toxic or hazardous pollutants, radioactive materials, corrosive, or abrasive matter, air conditioning water, surface or building drainage, any sewage prohibited by current sewer ordinances, or any sewage other than that being discharged at the time of this application, without the written consent of the City.
3. It is further stipulated and agreed that all sewer lines on said land and all connections to the sanitary sewer system of the City shall be maintained in good repair during the time this agreement and permit is in force and effect and that the City will not be responsible for maintaining

said sewer facilities serving the above described property. However, should the services of the City be desired and the City consents to perform such services, it is agreed that the applicant will pay all actual costs incurred by the City in performing such services.

4. The undersigned hereby releases, indemnifies, and agrees to hold harmless the said City and all its agents and employees from any claim for damages to persons or property of every kind of character arising or claimed to arise by reason of this application and permit.
5. The undersigned agrees not to transfer title to the above premises or any portion thereof without notifying the purchaser of the existence of this application and permit, but failures of purchasers of above-described property or any portion thereof to have actual notice of this application and permit shall in no way diminish or enlarge the rights or obligations imposed hereunder.
6. The undersigned agrees that upon failure to comply with the terms of this agreement and permit, the covered service may be denied to the property above described and said service may be terminated without notice, all in accordance with the ordinance and regulations of the City. This remedy is in addition to all other legal remedies available to the City to assure full compliance with this agreement and permit.
7. The owners of land covered hereunder to hereby petition and consent to the annexation of such lands by the City at such time as it determines appropriate (as contemplated in K.S.A. 12-519 et. seq.). Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city of the land, or any part thereof.
8. The foregoing petition and consent to annexation and covenants are hereby made binding on all heirs, successors and assigns and constitute covenants to run with the land and shall not be withdrawn without the consent of the City of Wichita; and in the event such consent is given, said services above may be terminated at the option of the City of Wichita.

Executed at Wichita, Kansas, this 2<sup>nd</sup> day of February, 19 87.

THE UNDERSIGNED: (Fill in lines applicable)

(Name-Typed)

(Name-Typed)

(If an individual, application must be signed by husband and wife, if there be such) (See acknowledgment attached)

A PARTNERSHIP

By (Name-Typed)

(If a partnership, all partners must sign or if only one partner signs, proof of partnership authority by other partners must be attached) (See form of acknowledgment on attached sheet)

ATTEST:

Denise M. Gray Secretary (Name-Typed) Denise M. Gray,

A CORPORATION

By (Name-Typed) Billy J. Gray, President

(If a corporation it must be signed by the President and attested by the Secretary) (See form of acknowledgment on attached sheet)

APPROVED BY:

John D. Wynkoop, Director of Water and Water Pollution Control

Marvin S. Krout, Director of Planning

In consideration of the above and foregoing application, and pursuant to the terms of such application and by virtue of the authority granted by ordinances of the City of Wichita, Kansas, the applicant is hereby granted a revocable permit to discharge sewage into the sanitary sewer system of the City of Wichita, and the fee shall be as provided in Section 16.04.040 of the Code of the City of Wichita, Kansas.

EXECUTED AT WICHITA, KANSAS, this day of , 1987, by authority of the Board of Commissioners of the City of Wichita.

Attest:

CITY OF WICHITA, KANSAS

Dale E. Rea, Deputy City Clerk

Mayor

STATE OF KANSAS, SEDGWICK COUNTY, SS:

BE IT REMEMBERED, that on this day of , 19 , personally appeared before me, a Notary Public in and for the County and State aforesaid, , husband and wife, to me personally known to be the said person(s) who executed the foregoing instrument of writing and duly acknowledged the execution thereof.

Notary Public

STATE OF KANSAS, SEDGWICK COUNTY, SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me, a Notary Public in and for the County and State aforesaid, \_\_\_\_\_, being all of the partners of \_\_\_\_\_, a Co-partnership, to be personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution thereof.

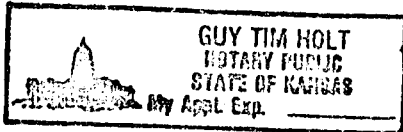
\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_

STATE OF KANSAS, SEDGWICK COUNTY, SS:

BE IT REMEMBERED, that on this 2<sup>nd</sup> day of FEBRUARY, 1987 personally appeared before me, a Notary Public in and for the County and State aforesaid, Billy J. Gray, President of Gray Const. Inc., and Denise M. Gray, Secretary of Gray Const. Inc., to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said company.

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



Guy Tim Holt  
Guy TIM HOLT

Notary Public

My Appointment Expires: 12/20/90

APPLICATION FOR WATER SERVICE  
OUTSIDE THE CORPORATE LIMITS OF  
THE CITY OF WICHITA  
AND RELATED PETITION AND CONSENT TO ANNEXATION,  
AGREEMENTS AND COVENANTS

*Gray's 2nd*

The Governing Body of the City of Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, approves and files the application of \_\_\_\_\_ Gray Construction, Inc. \_\_\_\_\_ for water service to the following property:

GRAY'S SECOND ADDITION

The applicant agrees to abide by the established rules and regulations of the Wichita Water Department now in force, or which may hereafter be enacted or adopted by said Department of the City of Wichita, Kansas, and to pay for service at the established rate, all in accordance with Section 17 of Code of the City of Wichita, or as amended. The applicant further agrees to acquire a plumbing permit from the City of Wichita; to have the service line installed by a plumber licensed by the City using City approved materials and installation methods.

The owners of land covered hereunder do hereby consent to, petition and request the annexation of such lands by the City of Wichita at such time as it determines appropriate (as contemplated in K.S.A. 12-519 et. seq.). Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city of the land, or any part thereof. The foregoing consent to annexation and covenants are hereby made binding on all heirs, successors and assigns and are made a covenant to run with the land and shall not be withdrawn without the consent of the City of Wichita; and in the event such consent is given, said services above may be terminated at the option of the City of Wichita.

The undersigned agrees not to transfer title to the above premises or any portion thereof without notifying the purchaser of the existence of this application, but

atures of purchasers of above property or any portion thereof to have actual notice of this application shall in no way diminish or enlarge the rights or obligations imposed hereunder.

The undersigned agrees that upon failure to comply with the terms of this agreement and permit, the covered service may be denied to the property above described and said service may be terminated without notice, all in accordance with the ordinance and regulations of the City. This remedy is in addition to all other legal remedies available to the City to assure full compliance with this agreement and permit.

APPLICANT

(fill in lines applicable)

\_\_\_\_\_  
(Name-Typed)

\_\_\_\_\_  
(Name-Typed)

If an individual, application must be signed by husband and wife, if there be such. See acknowledgement attached.

A PARTNERSHIP

By \_\_\_\_\_  
(Name-Typed)

By \_\_\_\_\_  
(Name-Typed)

If a partnership, all partners must sign or if only one partner signs, proof of partnership authority by other partners must be attached. See form of acknowledgement attached.

ATTEST:

Denise M. Gray  
Denise M. Gray, Secretary

A CORPORATION

By Billy J. Gray  
(Name-Typed) Billy J. Gray, President

If a corporation, it must be signed by the President and attested by the Secretary. See acknowledgement attached.

APPROVED BY:

John D. Wynkoop  
John D. Wynkoop, Director of Water and Water Pollution Control

Marvin S. Krout  
Marvin S. Krout, Director of Planning

Mike Ladebak  
Mike Ladebak, City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
Tom Powell, Director of Law

ATTEST:

AUTHORIZED BY:

\_\_\_\_\_  
Dale E. Rea, Deputy City Clerk

\_\_\_\_\_  
Mayor

IT IS REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me, a Notary Public in and for the County and State aforesaid, \_\_\_\_\_, husband and wife, to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution thereof.

\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_

STATE OF KANSAS, SEDGWICK COUNTY, SS:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me, a Notary Public in and for the County and State aforesaid, \_\_\_\_\_, being all of the partners of \_\_\_\_\_, a Co-partnership, to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution thereof.

\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_

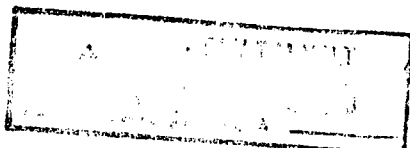
STATE OF KANSAS, SEDGWICK COUNTY, SS:

BE IT REMEMBERED, that on this 2<sup>nd</sup> day of FEBRUARY, 1987, personally appeared before me, a Notary Public in and for the County and State aforesaid, Billy J. Gray, President of Gray Const. Inc., and Denise M. Gray, Secretary of Gray Const. Inc., to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution of the same for and on behalf, and as the act and deed of said company.

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

Guy Tim Holt  
Notary Public  
GUY TIM HOLT

My Appointment Expires: 12/20/90



RESTRICTIVE COVENANT

THIS DECLARATION made this 2<sup>nd</sup> day of February, 1987, by Gray's Construction, Inc. hereinafter called the Grantor.

WITNESSETH

WHEREAS, Grantor is owner of:  
GRAY'S SECOND ADDITION

and

WHEREAS, the undersigned wishes to obtain water service from the City of Wichita, and whereas it is recognized that at some time in the future there will be a need to replace individual sewerage treatment systems with adequate public sewerage treatment facilities:

NOW, THEREFORE, Grantor hereby declares and covenants to provide sewer service to land described above when and in the manner required by the Wichita-Sedgwick County Department of Community Health (or their successor in interest), when it is determined feasible, necessary or desirable, and is in accord with an adopted sewer plan for the area in which the above land is located.

This covenant is binding on the owner, their heirs or successors or assigns and is a covenant running with the land and is binding until fulfilled on all successors in title to the above described property when recorded with the Register of Deeds in the County in which the land is located.

EXECUTED the day and year first above written.

Billy J. Gray  
Billy J. Gray, President

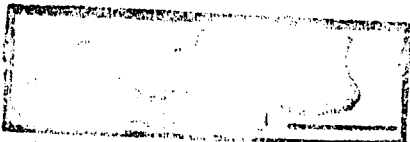
Denise M. Gray  
Denise M. Gray, Secretary

State of Kansas)  
Sedgwick County) ss

Personally appeared before me a Notary Public in and for the County and State aforesaid Billy J. Gray and Denise M. Gray

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 2<sup>nd</sup> day of FEBRUARY, 1987.



Guy Tim Holt  
Notary Public  
GUY TIM HOLT

My Commission Expires:  
12/20/90