6-13-86

Northborough Water Projects

| Project No. | Description | Amount |
|---|---|---|
| BD 934-76 | Rockhill, Bramblewood to Stratford | $365.27 |
| 80109 | Stratford, Stratford to 21st | |
| | 20 ft St, Stratford to Bramblewood | |
| BD 935-76 | Rockhill Courts (2) | $141.11 |
| BD 936-76 | Armour Circle and the three Courts | $207.95 |
| ~~BD 937-76~~ | ~~Stratford Courts (3)~~ | ~~$244.37~~ |
| To Date: | Total Costs | $ 958.70 |

Preliminary Plat
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D No.: 86-55 Name: NORTHBOROUGH 3RD ADDITION

Preliminary Approved:
Scheduled S/D Meeting: 6/19/86

## DESCRIPTION

General Location: Southeast corner of Bramblewood and 21st Street.
Owner: Theodore I. Leben, ETL, 105 S. Broadway, Suite 640, Wichita, KS 67202
Surveyor/Engineer: Professional Engineering Consultants, P.A., 1440 E. English, Wichita, KS 67211

1. Gross Acreage of Plat: 59.7 Acres
2. Number of Lots:
   - Residential: 2
   - Office: 1
   - Commercial: 2
   - Industrial:
   - Total: 5
3. Minimum Lot Area: 6.8 Acres +
4. Existing Zoning: "R-5"
5. Proposed Zoning: "R-5", "BB" and "LC"

---

STAFF COMMENTS:

NOTE: This property is subject to the provisions of the Northborough Community Unit Plan. Development of the property is planned as follows:

Lots 1 and 2, Block 1 - Associated Zone Case (Z-2754) requesting "LC" zoning financial institutions, office, personnel services, restaurants and retail sales.

Lot 3, Block 1 - Associated Zone Case (Z-2754) requesting "BB" zoning professional, medical, dental offices and clinics, laboratories and personnel services.

Lots 1 and 2, Block 2 - R-5 zoning - garden apartments, townhouses and associated community facilities. (580 apartments/200 townhouses)

A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.

B. The applicant shall guarantee the extension of City water to serve the lots being platted.

C. The applicant shall guarantee the paving of Stratford and Rockhill from the north line of this plat to Bramblewood. This guarantee shall provide for the construction of sidewalks on each side of this street. (commercial, office and multi-family zoning)

D. The applicant shall submit a sidewalk certificate which requires the construction of a sidewalk on the east side of Bramblewood at the time of development of Lots 1 and 3, Block 1. (Commercial and Office Zoning) 8-103 (B)(1)(C) Subdivision Regulations and City Ordinance 36-327 Section 3 (C)(4).

E. The applicant shall guarantee any drainage improvements required by the platting of this property.

F. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects.

G. The applicant shall guarantee the construction of a decel lane for Woodlawn, south of Rockhill.

H. The applicant shall petition for signalization of the Rockhill/Woodlawn intersection. As agreed at the time of Community Unit Plan approval, this petition will be held until such time as traffic counts warrant the installation of the improvement.

I. In accordance with the associated Community Unit Plan, the applicant shall guarantee a decel lane for 21st Street North, to serve Lots 1 and 2, Block 1. This guarantee shall provide for the construction of that portion of the required major entrance that is within street right-of-way.

J. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.

K. The final plat shall indicate the recording information for the 40-foot Continental Pipeline Company easement on this property.

L. Any relocation, lowering or encasement of the pipeline, made necessary by this development, will not be at the expense of the City.

M. The applicant shall provide proof, by letter from the pipeline company or by providing a copy of the pipeline easement agreement, that the setback shown from the pipeline is adequate.

N. The final plat shall state in the plattor's text the purposes of the proposed reserve as well as who is to own and maintain the reserves.

O. Provisions shall be made for ownership and maintenance of the proposed reserve. The applicant shall either form a lot owners' association prior to recording the plat or shall submit a covenant stating when the association will be formed, when the reserve will be deeded to the association and who is to own and maintain the reserve prior to the association taking over those responsibilities.

P. Since Reserve A is being platted for drainage purposes, the required covenant which provides for ownership and maintenance of the reserve shall grant, to the City, the authority to maintain the drainage reserve in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.

Q. The proposed joint access easement will need to be established by separate instrument with appropriate recording information indicated on the final plat tracing. Prior to recording the joint access easement, a draft shall be submitted to the Planning Department for review and approval. The instrument must clearly state the purpose of the easement as well as which properties benefit from the easement. Initial construction responsibilities and future maintenance of the driveway within the easement should also be addressed by the text of the instrument.

R. On the final plat, the recording information for the 108-foot wide K.G.&E. easement on this property shall be referenced.

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).

U. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.

V. The perimeter of this preliminary plat includes proposed Lot 2 of the unrecorded Northborough 2nd Addition plat. The applicant's agent should be prepared to clarify this situation.

Final Plat
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D No.: 86-55 Name: NORTHBOROUGH 3RD ADDITION

Preliminary Approved: 6/19/86
Scheduled S/D Meeting: 7/17/86

## DESCRIPTION

General Location: Southeast corner of Bramblewood and 21st Street.
Owner: Theodore I. Leben, ETL, 105 S. Broadway, Suite 640, Wichita, KS 67202
Surveyor/Engineer: Professional Engineering Consultants, P.A., 1440 E. English, Wichita, KS 67211

1. Gross Acreage of Plat: 59.7 Acres
2. Number of Lots:
   - Residential: 2
   - Office: 1
   - Commercial: 2
   - Industrial:
   - Total: 5
3. Minimum Lot Area: 6.8 Acres +
4. Existing Zoning: "R-5"
5. Proposed Zoning: "R-5", "BB" and "LC"

---

STAFF COMMENTS:

NOTE: This property is subject to the provisions of the Northborough Community Unit Plan. Development of the property is planned as follows:

Lots 1 and 2, Block 1 - Associated Zone Case (Z-2754) requesting "LC" zoning financial institutions, office, personnel services, restaurants and retail sales.

Lot 3, Block 1 - Associated Zone Case (Z-2754) requesting "BB" zoning professional, medical, dental offices and clinics, laboratories and personnel services.

Lots 1 and 2, Block 2 - R-5 zoning - garden apartments, townhouses and associated community facilities. (580 apartments/200 townhouses)

A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.

B. The applicant shall guarantee the extension of City water to serve the lots being platted.

C. The applicant shall guarantee the paving of Stratford and Rockhill from the north line of this plat to Bramblewood. This guarantee shall provide for the construction of sidewalks on each side of this street. (commercial, office and multi-family zoning)

D. The applicant shall submit a sidewalk certificate which requires the construction of a sidewalk on the east side of Bramblewood at the time of development of Lots 1 and 3, Block 1. (Commercial and Office Zoning) 8-103 (B)(1)(C) Subdivision Regulations and City Ordinance 36-327 Section 3 (C)(4).

E. The applicant shall guarantee the storm water sewer and storm drain required by the platting of this property.

F. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects.

G. The applicant shall guarantee the construction of a decel lane for Woodlawn, south of Rockhill.

H. The applicant shall petition for signalization of the Rockhill/Woodlawn intersection. As agreed at the time of Community Unit Plan approval, this petition will be held until such time as traffic counts warrant the installation of the improvement.

I. The applicant shall reimburse the City for the special assessments not levied against proposed Lots 1 and 2, Block 1, because of the existence of the "complete access control" which this plat proposes to vacate.

J. In accordance with the associated Community Unit Plan, the applicant shall guarantee a decel lane for 21st Street North, to serve Lots 1 and 2, Block 1. This guarantee shall provide for the construction of that portion of the required major entrance that is within street right-of-way. If necessary, the Subdivision Committee recommends that the decel lane guarantee provide for relocation of K.G.&E. equipment from this area.

K. The applicant shall guarantee the closure of the vacated 20th Street return at Bramblewood.

L. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.

M. Any relocation, lowering or encasement of the pipeline, made necessary by this development, will not be at the expense of the City.

N. The applicant shall provide proof, by letter from the pipeline company or by providing a copy of the pipeline easement agreement, that the setback shown from the pipeline is adequate.

O. Provision shall be made for ownership and maintenance of the proposed reserve. Since the applicant intends for the reserve to be owned and maintained by the owner of Lots 1 and 2, Block 2, Northborough 3rd Addition, a restrictive covenant stating this intention shall be submitted for recording with the plat. The text of the needed covenant shall specify that the terms of the covenant run with the land and are binding on future owners and assigns.

P. Since Reserve A is being platted for drainage purposes, the required covenant which provides for ownership and maintenance of the reserve shall grant, to the City, the authority to maintain the drainage reserve in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.

Q. The proposed joint access easement will need to be established by separate instrument with appropriate recording information indicated on the final plat tracing. Prior to recording the joint access easement, a draft shall be submitted to the Planning Department for review and approval. The instrument must clearly state the purpose of the easement as well as which properties benefit from the easement. Initial construction responsibilities and future maintenance of the driveway within the easement should also be addressed by the text of the instrument.

R. The final plat tracing shall reference the required minimum building pad elevation in Mean Sea Level as well as City Datum.

S. The platting of the minimum building pad elevation shall be noted on the face of the plat as well as in the plattor's text.

T. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).

U. Recording of the plat within 30 days after approval by the Board of City Commissioners.

V. The representative from the City Engineer's office should be prepared to comment on the status of the applicant's drainage plan.

# AGREEMENT

THIS AGREEMENT, made and entered into this 18TH day of JUNE, 1986.

BY AND BETWEEN MANOR CARE OF KANSAS, INC. hereinafter referred to as "OWNER"

AND THE CITY OF WICHITA, KANSAS, hereinafter referred to as "CITY"

WITNESSETH:

WHEREAS, OWNER, being the owners of the following described land:

Lot 1, Block 1, Northborough 2nd Addition

have requested zoning and platting of said property in the City of Wichita, Kansas; and

WHEREAS, CITY has improved 21st Street adjacent to the above-described property; said improvement having been authorized by a resolution adopted by the governing body of the City of Wichita, Kansas, pursuant to the provisions of K.S.A. 12-6a01, et. seq.; and

WHEREAS, said resolution provides that a share of the costs of said 21st Street improvements shall be borne by special assessment against an improvement district comprised of lands within the corporate limits of the City of Wichita lying adjacent to said improvements and having rights of direct access to 21st Street; and

WHEREAS, the above-described property had dedicated complete access control to 21st Street at the time of adoption of the resolution authorizing 21st Street improvements, and was not included in the improvement district for said improvements, even though said property lies directly adjacent to said improvements and derives a special benefit from same; the cost of said street improvement adjacent to said property being instead, borne by the City of Wichita at-large as provided in said resolution; and,

WHEREAS, had the above-described property had access to 21st Street at the time of the adoption of the resolution authorizing said 21st Street improvements, the property would have been included in the improvement district for said improvements, said property being liable for special assessments the same as other property in the improvement district; and,

WHEREAS, the parties hereto agree in consideration of CITY's granting of right-of-access to 21st Street., that it is reasonable and appropriate that said property be made liable for payment in lieu of special assessments for said 21st Street improvements to the same extent as other properties comprising the improvement district for said improvements.

NOW, THEREFORE, the parties hereto, for the consideration set forth herein, agree as follows:

1. THE OWNER and the CITY agree that upon recording of the plat of the property describes as:

   Lot 1, Block 1, Northborough 2nd Addition

   be liable for payment of $31,000, in lieu of special assessments

2. The OWNER and CITY agree that the method of payment for the $31,000 in lieu of special assessments, of the property described in Paragraph 1, shall be as follows:

   A.) The $31,000 may be paid in five (5) equal payments, with 6.77% interest added.

   B.) The first payment of $7,037.66 is due and payable prior to the plat being heard by the Board of City Commissioners.

   C.) Payments two (2) through five (5) of $7,037.66 each shall be due and payable on July 1, 1987, 1988, 1989 and 1990, respectively.

3. The OWNER acknowledges that the agreement to accept and pay in lieu of special assessments as set forth herein for the paving of 21st Street is a condition precedent to the CITY'S consideration of granting right-of-access to 21st Street.

4. The OWNER agrees that this agreement is nonassignable and that the primary obligation to make payments to the CITY under this agreement shall remain with the OWNER regardless of whether the land is subsequently conveyed to others.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

MANOR CARE, OF KANSAS, INC.

By Weldon Humphries

"OWNER" Weldon Humphries Senior Vice President

THE CITY OF WICHITA, KANSAS

By _____

MAYOR

"CITY"

ATTEST:

_____

Donald C. Gisick, City Clerk

Approved as to Form:

John Dekker

John Dekker, Director of Law

Pre-Sub June 19, 1986



1. Miklos and Gabriella Lorik. Vacation of sewer and utility easement. No water problem.

2. Lagaly Addition. Final plat. Item E, wells. No water problem.

3. Simon Industrial Park. Final Plat. Item B. Water to be extended from Park City. No Wichita water available. No water problem.

4. Hadijski Second Addition. Final Plat. Existing 20" AC Water along Harry St. not shown on sketch plat. No water problem.

5. Brammer Addition. Final Plat. Plat now served. No water problem.

6. Andrew Walker Second Addition. Final Plat. Plat now served. No water problem.

7. Teal Cove 3rd Addition. Preliminary plat. Item B, mains to be extended. No water problem.

8. Woodland Estates. Preliminary plat. Item B, mains to be extended. Existing mains in Central. No water problem.

9. Northborough 3rd Addition. Preliminary Plat. Item B, mains to be extended. No water problem.

10. Golf Park West Addition. Final Plat. Item B, mains to be extended.

11. Westwind Addition. Preliminary Plat. Item A, mains to be extended. Nearest water at 17th and Woodchuck. No water problem.

12. Wolke Addition. Final Plat. Item C, wells, no city water available. No water problem.

13. Coleman Acres. Final Plat. Item A, mains to be extended. Existing 12" main in Sheridan; existing 8" main in Gov from 15th St, ending 6' NNL of #1421 N. Gov. No water problem.

14. Ralph Hamilton. Grant additional Utility Easement. No water problem.

15. Ernest Doyon and Glen Rupe. Street R/W Dedication. No water problem.

16. Community Psychiatric Centers. Grant Utility Easement. Easement is for water line. No water problems.

17. Other matters.

WICHITA—SEDGWICK COUNTY
W-SC
METROPOLITAN AREA PLANNING COMMISSION
CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561

June 20, 1986

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

COPY

Re: S/D 86-55 - NORTHBOROUGH 3RD ADDITION

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, June 19, 1986, 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 applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.

B. The applicant shall guarantee the extension of City water to serve the lots being platted.

C. The applicant shall guarantee the paving of Stratford and Rockhill from the north line of this plat to Bramblewood. This guarantee shall provide for the construction of sidewalks on each side of this street. (commercial, office and multi-family zoning)

D. The applicant shall submit a sidewalk certificate which requires the construction of a sidewalk on the east side of Bramblewood at the time of development of Lots 1 and 3, Block 1. (Commercial and Office Zoning) 8-103 (B)(1)(C) Subdivision Regulations and City Ordinance 36-327 Section 3 (C)(4).

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F. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects.

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H. The applicant shall petition for signalization of the Rockhill/Woodlawn intersection. As agreed at the time of Community Unit Plan approval, this petition will be held until such time as traffic counts warrant the installation of the improvement.

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J. In accordance with the associated Community Unit Plan, the applicant shall guarantee a decel lane for 21st Street North, to serve Lots 1 and 2, Block 1. This guarantee shall provide for the construction of that portion of the required major entrance that is within street right-of-way. If necessary, the decel lane guarantee shall provide for relocation of K.G.&E equipment from this area.

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M. The final plat shall indicate the recording information for the 40-foot Continental Pipeline Company easement on this property.

N. Any relocation, lowering or encasement of the pipeline, made necessary by this development, will not be at the expense of the City.

O. The applicant shall provide proof, by letter from the pipeline company or by providing a copy of the pipeline easement agreement, that the setback shown from the pipeline is adequate.

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Q. Provisions shall be made for ownership and maintenance of the proposed reserve. The applicant shall either form a lot owners' association prior to recording the plat or shall submit a covenant stating when the association will be formed, when the reserve will be deeded to the association and who is to own and maintain the reserve prior to the association taking over those responsibilities.

R. Since Reserve A is being platted for drainage purposes, the required covenant which provides for ownership and maintenance of the reserve shall grant, to the City, the authority to maintain the drainage reserve in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.

S. The proposed joint access easement will need to be established by separate instrument with appropriate recording information indicated on the final plat tracing. Prior to recording the joint access easement, a draft shall be submitted to the Planning Department for review and approval. The instrument must clearly state the purpose of the easement as well as which properties benefit from the easement. Initial construction responsibilities and future maintenance of the driveway within the easement should also be addressed by the text of the instrument.

T. On the final plat, the recording information for the 108-foot wide K.G.&E. easement on this property shall be referenced.

U. The final plat shall indicate a 20-foot wide utility easement adjacent to the north line of Lot 3, Block 1.

V. Prior to, or at the time of submitting the final plat, the applicant shall submit a drainage plan to City Engineering for review and approval.

W. 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.

X. 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:dlk

Enclosure

cc: Theodore I. Leben, ETL, 105 S. Broadway, Suite 640, Wichita, KS 67202
Mike Lindebak, City Engineer

# MEMO

PROFESSIONAL ENGINEERING CONSULTANTS
PROFESSIONAL ASSOCIATION
1440 EAST ENGLISH
WICHITA, KANSAS
ZIP CODE / 67211

TO: Michael E. Lindebak, P.E.
City Engineer
Wichita, Kansas
ATTN: Carl Gipson, P.E.

PROJECT NO. 36-82493-552
PROJECT: Northborough 3rd Addition
DATE: June 23, 1986

COPIES TO:
Ted Leben
Forrest Nagley, MAPD
File

FROM: Charles S. Brown, P.E.
REFERENCE: Drainage Plan

PLEASE ADVISE IMMEDIATELY OF ANY MISCONCEPTIONS OR OMISSIONS YOU BELIEVE TO BE CONTAINED HEREIN.

Transmitted herewith are two (2) copies of the "Drainage Plan and Supporting Calculations" for the proposed Northborough 3rd Addition to Wichita.

The Final Plat will be submitted on July 2, 1986 for hearing by the Subdivision Committee on July 17, 1986

If you have any questions or need any additional information, please advise.

The St. Paul

# ST. PAUL FIRE AND MARINE INSURANCE COMPANY

**385 Washington Street, St. Paul, Minnesota 55102**

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-2189 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

**CERTIFICATE OF AUTHORITY NO.** 1095326

## GENERAL POWER OF ATTORNEY - CERTIFIED COPY

(Original on File at Home Office of Company. See Certification.)

**KNOW ALL MEN BY THESE PRESENTS:** That **St. Paul Fire and Marine Insurance Company**, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

F. S. Carnes, Jr., Anna R. Daily, John R. Vasco,
Stephen R. Mummert, Wilbur M. Priester, S. J. Sandbank,
Gordon H. Prager, Brian E. Wilcox, individually,
Baltimore, Maryland

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

NOT TO EXCEED IN PENALTY THE SUM OF TEN MILLION ($10,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said **St. Paul Fire and Marine Insurance Company**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,-Section 6(C), of the By-Laws adopted by the Board of Directors of **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

ST. PAUL FIRE & MARINE INSURANCE CO.

IN TESTIMONY WHEREOF, **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, A.D. 1984.

STATE OF MINNESOTA }
County of Ramsey } ss.

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**

Vice President

On this 3rd day of June, 19 86, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of **St. Paul Fire and Marine Insurance Company**; that the seal affixed to said instrument is the Corporate Seal of Said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

NOTARIAL SEAL RAMSEY COUNTY, MINN.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.

Mary C. Clancy

MARY C. CLANCY, Notary Public, Ramsey County, MN
My Commission Expires November 1, 1990

**CERTIFICATION**

I, the undersigned officer of **St. Paul Fire and Marine Insurance Company**, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGNALS ON FILE IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17th day of July, 19 86.

Jerome H. Holden

Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

**ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.**

29550 Rev. 3-84 Printed in U.S.A.

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**
**385 Washington Street, St. Paul, Minnesota 55102**

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-2189 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

**CERTIFICATE OF AUTHORITY NO.** 1008336

# GENERAL POWER OF ATTORNEY - CERTIFIED COPY
(Original on File at Home Office of Company. See Certification.)

**KNOW ALL MEN BY THESE PRESENTS:** That **St. Paul Fire and Marine Insurance Company**, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

F. S. Carnes, Jr., Anna R. Daily, John R. Vasco,
Stephen R. Mummert, Wilbur M. Priester, S. J. Sandbank,
Gordon H. Prager, Brian E. Wilcox, individually,
Baltimore, Maryland

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

NOT TO EXCEED IN PENALTY THE SUM OF TEN MILLION
($10,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said **St. Paul Fire and Marine Insurance Company**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,-Section 6(C), of the By-Laws adopted by the Board of Directors of **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

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(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
(2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

ST. PAUL FIRE & MARINE INSURANCE CO.

IN TESTIMONY WHEREOF, **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, A.D. 1984.

STATE OF MINNESOTA }
County of Ramsey } ss.

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**

Vice President

On this 3rd day of June, 19 86, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of **St. Paul Fire and Marine Insurance Company;** that the seal affixed to said instrument is the Corporate Seal of Said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

NOTARIAL SEAL RAMSEY COUNTY, MINN.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.

Mary C. Clancy

MARY C. CLANCY, Notary Public, Ramsey County, MN
My Commission Expires November 1, 1990

**CERTIFICATION**

I, the undersigned officer of **St. Paul Fire and Marine Insurance Company**, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGNALS ON FILE IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17th day of July, 19 86.

Jerome H. Holden

Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

**ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.**

29550 Rev. 3-84 Printed in U.S.A

The St. Paul Property & Casualty Insurance

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**
**385 Washington Street, St. Paul, Minnesota 55102**

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-2189 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

**CERTIFICATE OF AUTHORITY NO.** 1008336

# GENERAL POWER OF ATTORNEY - CERTIFIED COPY
(Original on File at Home Office of Company. See Certification.)

**KNOW ALL MEN BY THESE PRESENTS:** That **St. Paul Fire and Marine Insurance Company,** a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

F. S. Carnes, Jr., Anna R. Daily, John R. Vasco,
Stephen R. Mummert, Wilbur M. Priester, S. J. Sandbank,
Gordon H. Prager, Brian E. Wilcox, individually,
Baltimore, Maryland

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

NOT TO EXCEED IN PENALTY THE SUM OF TEN MILLION
($10,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said **St. Paul Fire and Marine Insurance Company,** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,-Section 6(C), of the By-Laws adopted by the Board of Directors of **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority
(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
(2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

ST. PAUL FIRE & MARINE INSURANCE CO.

IN TESTIMONY WHEREOF, **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, A.D. 1984.

STATE OF MINNESOTA }
County of Ramsey } ss.

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY**

Vice President

On this 3rd day of June, 19 86, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of **St. Paul Fire and Marine Insurance Company;** that the seal affixed to said instrument is the Corporate Seal of Said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

NOTARIAL SEAL RAMSEY COUNTY, MINN.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.

Mary C. Clancy

MARY C. CLANCY, Notary Public, Ramsey County, MN
My Commission Expires November 1, 1990

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Jerome H. Holden

Secretary

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29550 Rev. 3-84 Printed in U.S.A

# MEMO

PROFESSIONAL ENGINEERING CONSULTANTS
PROFESSIONAL ASSOCIATION
1440 EAST ENGLISH
WICHITA, KANSAS
ZIP CODE / 67211

TO: City of Wichita

ATTN: Mr. Carl Gipson, P.E.

PROJECT NO. 36-82493

PROJECT: Northborough 3rd

DATE: June 5, 1986

FROM: Charles S. Brown, P.E.

REFERENCE: Drainage Concept

COPIES TO:

Forrest Nagley, MAPD

File

PLEASE ADVISE IMMEDIATELY OF ANY MISCONCEPTIONS OR OMISSIONS YOU BELIEVE TO BE CONTAINED HEREIN.

Transmitted herewith are two (2) copies of the Drainage Concept for the proposed Northborough 3rd Addition to Wichita.

The Preliminary Plat will be submitted on Friday, June 6, 1986, to be heard by the Subdivision Committee on June 13, 1986.

If you have any questions or need any additional information, please advise.

CSB/mkm

RECEIVED
JUN 5 1986
DESIGN DIVISION

330 00 000 40114 051 000 000

# AGREEMENT

THIS AGREEMENT, made and entered into this 18TH day of JUNE, 1986.

BY AND BETWEEN

MANOR CARE OF KANSAS, INC.
hereinafter referred to as
"OWNER"

AND

THE CITY OF WICHITA, KANSAS,
hereinafter referred to as
"CITY"

WITNESSETH:

WHEREAS, OWNER, being the owners of the following described land:

Lot 1, Block 1, Northborough 2nd Addition

have requested zoning and platting of said property in the City of Wichita, Kansas; and

WHEREAS, CITY has improved 21st Street adjacent to the above-described property; said improvement having been authorized by a resolution adopted by the governing body of the City of Wichita, Kansas, pursuant to the provisions of K.S.A. 12-6a01, et. seq.; and

WHEREAS, said resolution provides that a share of the costs of said 21st Street improvements shall be borne by special assessment against an improvement district comprised of lands within the corporate limits of the City of Wichita lying adjacent to said improvements and having rights of direct access to 21st Street; and

WHEREAS, the above-described property had dedicated complete access control to 21st Street at the time of adoption of the resolution authorizing 21st Street improvements, and was not included in the improvement district for said improvements, even though said property lies directly adjacent to said improvements and derives a special benefit from same; the cost of said street improvement adjacent to said property being instead, borne by the City of Wichita at-large as provided in said resolution; and,

WHEREAS, had the above-described property had access to 21st Street at the time of the adoption of the resolution authorizing said 21st Street improvements, the property would have been included in the improvement district for said improvements, said property being liable for special assessments the same as other property in the improvement district; and,

WHEREAS, the parties hereto agree in consideration of CITY's granting of right-of-access to 21st Street., that it is reasonable and appropriate that said property be made liable for payment in lieu of special assessments for said 21st Street improvements to the same extent as other properties comprising the improvement district for said improvements.

NOW, THEREFORE, the parties hereto, for the consideration set forth herein, agree as follows:

1. THE OWNER and the CITY agree that upon recording of the plat of the property describes as:

   Lot 1, Block 1, Northborough 2nd Addition

   be liable for payment of $31,000, in lieu of special assessments

2. The OWNER and CITY agree that the method of payment for the $31,000 in lieu of special assessments, of the property described in Paragraph 1, shall be as follows:

   A.) The $31,000 may be paid in five (5) equal payments, with 6.77% interest added.

   B.) The first payment of $7,037.66 is due and payable prior to the plat being heard by the Board of City Commissioners.

   C.) Payments two (2) through five (5) of $7,037.66 each shall be due and payable on July 1, 1987, 1988, 1989 and 1990, respectively.

3. The OWNER acknowledges that the agreement to accept and pay in lieu of special assessments as set forth herein for the paving of 21st Street is a condition precedent to the CITY'S consideration of granting right-of-access to 21st Street.

4. The OWNER agrees that this agreement is nonassignable and that the primary obligation to make payments to the CITY under this agreement shall remain with the OWNER regardless of whether the land is subsequently conveyed to others.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

MANOR CARE, OF KANSAS, INC.

By Weldon Humphries

"OWNER" Weldon Humphries
Senior Vice President

THE CITY OF WICHITA, KANSAS

By _____

"CITY" MAYOR

ATTEST:

_____
Donald C. Gisick, City Clerk

Approved as to Form:

John Dekker Jr.
John Dekker, Director of Law

33000 000 40114 051 000 000

~~33 0 00 000 40114 0 0 0 0 0 0 0 0 0~~

81198 1st S/C 12-13-83 S/C 8-27-85

built 8
Spread 85

Filed under "Manor Care Agreement" in City Clerk Office

# AGREEMENT

THIS AGREEMENT, made and entered into this 18TH day of JUNE, 1986.

BY AND BETWEEN

MANOR CARE OF KANSAS, INC.
hereinafter referred to as
"OWNER"

AND

THE CITY OF WICHITA, KANSAS,
hereinafter referred to as
"CITY"

WITNESSETH:

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Lot 1, Block 1, Northborough 2nd Addition

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WHEREAS, CITY has improved 21st Street adjacent to the above-described property; said improvement having been authorized by a resolution adopted by the governing body of the City of Wichita, Kansas, pursuant to the provisions of K.S.A. 12-6a01, et. seq.; and

WHEREAS, said resolution provides that a share of the costs of said 21st Street improvements shall be borne by special assessment against an improvement district comprised of lands within the corporate limits of the City of Wichita lying adjacent to said improvements and having rights of direct access to 21st Street; and

WHEREAS, the above-described property had dedicated complete access control to 21st Street at the time of adoption of the resolution authorizing 21st Street improvements, and was not included in the improvement district for said improvements, even though said property lies directly adjacent to said improvements and derives a special benefit from same; the cost of said street improvement adjacent to said property being instead, borne by the City of Wichita at-large as provided in said resolution; and,

WHEREAS, had the above-described property had access to 21st Street at the time of the adoption of the resolution authorizing said 21st Street improvements, the property would have been included in the improvement district for said improvements, said property being liable for special assessments the same as other property in the improvement district; and,

WHEREAS, the parties hereto agree in consideration of CITY's granting of right-of-access to 21st Street., that it is reasonable and appropriate that said property be made liable for payment in lieu of special assessments for said 21st Street improvements to the same extent as other properties comprising the improvement district for said improvements.

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   C.) Payments two (2) through five (5) of $7,037.66 each shall be due and payable on July 1, 1987, 1988, 1989 and 1990, respectively.

3. The OWNER acknowledges that the agreement to accept and pay in lieu of special assessments as set forth herein for the paving of 21st Street is a condition precedent to the CITY'S consideration of granting right-of-access to 21st Street.

4. The OWNER agrees that this agreement is nonassignable and that the primary obligation to make payments to the CITY under this agreement shall remain with the OWNER regardless of whether the land is subsequently conveyed to others.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

MANOR CARE, OF KANSAS, INC.

By Weldon Humphries

"OWNER" Weldon Humphries
Senior Vice President

THE CITY OF WICHITA, KANSAS

By _____
MAYOR

"CITY"

ATTEST:

_____
Donald C. Gisick, City Clerk

Approved as to Form:

John Dekker Jr

John Dekker, Director of Law

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of November 1986.

BY AND BETWEEN

The Estate of Theodore Gore, T.J. Land and Cattle Company, Robert M. Beren, Joan S. Beren, and Mid Kansas Jewish Welfare Federation, Inc. hereinafter referred to as "OWNER"

AND

THE CITY OF WICHITA, KANSAS, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, OWNER, being the owners of the following described land:

Lots 1 and 2, Block 1, Northborough 3rd Addition.

have requested zoning and the platting of said property in the City of Wichita, Kansas; and

WHEREAS, CITY has improved 21st Street adjacent to the above-described property; said improvement having been authorized by a resolution adopted by the governing body of the City of Wichita, Kansas, pursuant to the provisions of K.S.A. 12-6a01, et. seq.; and

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NOW, THEREFORE, the parties hereto, for the consideration set forth herein, agree as follows:

1. THE OWNER and the CITY agree that upon recording of the plat of the property described as:

   Lots 1 and 2, Block 1, Northborough 3rd Addition

   be liable for payment of $56,440.00, in lieu of special assessments

2. The OWNER and CITY agree that the method of payment for the $56,440.00 in lieu of special assessments, of the property described in Paragraph 1, shall be as follows:

   A.) The $56,440.00 may be paid in five (5) equal payments, with 6.77% interest added.

B.) The first payment of $12,813.08 is due and payable prior to the plat being heard by the Board of City Commissioners

C.) Payments two (2) through five (5) of $12,813.08 each shall be due and payable on Nov. 1st, 1987, 1988, 1989 and 1990, respectively.

3. The OWNER acknowledges that the agreement to accept and pay in lieu of special assessments as set forth herein for the paving of 21st Street is a condition precedent to the CITY's consideration of granting right-of-access to 21st Street.

4. The OWNER agrees that this agreement is nonassignable and that the primary obligation to make payments to the CITY under this agreement shall remain with the OWNER regardless of whether the land is subsequently conveyed to others.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

CO-EXECUTORS OF THE ESTATE OF THEODORE GORE:

Andrew E. Gore
Andrew E. Gore

Rosalyn W. Gore
Rosalyn W. Gore

T. J. LAND AND CATTLE COMPANY

Teena Jean Slatkin
Teena Jean Slatkin, President

Robert M. Beren
Robert M. Beren

Joan S. Beren
Joan S. Beren

MID KANSAS JEWISH WELFARE FEDERATION, INC.

Howard H. Marcus
HOWARD H. MARCUS
"OWNERS"

THE CITY OF WICHITA, KANSAS

By_____
MAYOR
"CITY"

ATTEST:

_____
Donald C. Gisick, City Clerk

Approved as to Form:

_____
John Dekker, Director of Law

AGREEMENT

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AND

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Andrew E. Gore

Rosalyn W. Gore
Rosalyn W. Gore

T. J. LAND AND CATTLE COMPANY

Teena Jean Slatkin
Teena Jean Slatkin, President

Robert M. Beren
Robert M. Beren

Joan S. Beren
Joan S. Beren

MID KANSAS JEWISH WELFARE FEDERATION, INC.

Howard N. Marcus
HOWARD N. MARCUS
"OWNERS"

THE CITY OF WICHITA, KANSAS

By_____
MAYOR
"CITY"

ATTEST:

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Donald C. Gisick, City Clerk

Approved as to Form:

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John Dekker, Director of Law

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Andrew E. Gore

Rosalyn W. Gore
Rosalyn W. Gore

T. J. LAND AND CATTLE COMPANY

Teena Jean Slatkin
Teena Jean Slatkin, President

Robert M. Beren
Robert M. Beren

Joan S. Beren
Joan S. Beren

MID KANSAS JEWISH WELFARE FEDERATION, INC.

Howard H. Marcus
HOWARD H. MARCUS
"OWNERS"

THE CITY OF WICHITA, KANSAS

By_____
MAYOR
"CITY"

ATTEST:

_____
Dale Rea, Deputy City Clerk

Approved as to Form:

_____
Tom Powell, Interim Director of Law

```
                                                  X
                                                  X
                                                  X
                                X                 X
 XXXX      XXXXX     XXXX     XXXXX      XXXX     XXXXX      XXXX     XXXXXX
X    X    X             X    X    X    X    X    X    X    X    X        X
XXXXX      XXXX      XXXXX    X    X    X         X    X    XXXXX        X
X             X    X    X    X    X    X         X    X    X           X
X    X    X    X    X    X    X    X    X    X    X    X    X    X     X
 XXXX      XXXX      XXXXX    X    X     XXXX     X    X     XXXX     XXXXXX
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Wed Dec 17 11:16:24 1986

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 Interactive Coordinate Geometry
 P.E.C.                Version 4.01
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Date: 12-17-1986
Time: 11:02:21

Directory: northb.proj
Project Number: 36-86000

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inb 12  13

    From Pt. = 12 to Pt. = 13          Distance =            458.519 Ft.

    From Pt. = 12 to Pt. = 13          Bearing = 90 -   0 -  0.0000   Quad. = 1
pts 125  12  13  0 53  54  0

    Pt. No. = 125              4473.550000 N              4281.614496 E
inb 53  125

    From Pt. = 53 to Pt. = 125         Distance =            476.450 Ft.

    From Pt. = 53 to Pt. = 125         Bearing =  0 -   0 -  0.0000   Quad. = 2
inb 125  13

    From Pt. = 125 to Pt. = 13         Distance =            528.519 Ft.

    From Pt. = 125 to Pt. = 13         Bearing = 90 -   0 -  0.0000   Quad. = 1

==================================================================
*     CLOSURE NORTHBOROUGH 3RD. ADD. 12-17-86
==================================================================

abr 19  0
 16  15  11  125  13  110  108  106  104  103  5  29  35  43  44  38  23  21  18
    From Pt. = 15 to Pt. = 11          Distance =            830.000 Ft.

    From Pt. = 15 to Pt. = 11          Bearing = 90 -   0 -  0.0000   Quad. = 1

    From Pt. = 11 to Pt. = 125         Distance =            466.450 Ft.

    From Pt. = 11 to Pt. = 125         Bearing =  0 -   0 -  0.0000   Quad. = 2

    From Pt. = 125 to Pt. = 13         Distance =            528.519 Ft.

    From Pt. = 125 to Pt. = 13         Bearing = 90 -   0 -  0.0000   Quad. = 1

    From Pt. = 13 to Pt. = 110         Distance =            776.939 Ft.

    From Pt. = 13 to Pt. = 110         Bearing =  0 -  20 - 29.0000   Quad. = 2

    From Pt. = 110 to Pt. = 108        Distance =            137.273 Ft.

    From Pt. = 110 to Pt. = 108        Bearing = 23 -  28 - 15.5000   Quad. = 3

    From Pt. = 108 to Pt. = 106        Distance =            421.777 Ft.

    From Pt. = 108 to Pt. = 106        Bearing = 47 -  17 -  0.0000   Quad. = 3

    From Pt. = 106 to Pt. = 104        Distance =            184.957 Ft.
```

| | |
|---|---|
| From Pt. = 104 to Pt. = 103 | Distance = 205.000 Ft. |
| From Pt. = 104 to Pt. = 103 | Bearing = 0 - 8 - 0.0000 Quad. = 2 |
| From Pt. = 103 to Pt. = 5 | Distance = 700.000 Ft. |
| From Pt. = 103 to Pt. = 5 | Bearing = 89 - 52 - 0.0000 Quad. = 3 |
| From Pt. = 5 to Pt. = 29 | Distance = 424.997 Ft. |
| From Pt. = 5 to Pt. = 29 | Bearing = 0 - 7 - 30.0000 Quad. = 1 |
| From Pt. = 29 to Pt. = 35 | Distance = 70.000 Ft. |
| From Pt. = 29 to Pt. = 35 | Bearing = 0 - 8 - 0.0000 Quad. = 4 |
| From Pt. = 35 to Pt. = 43 | Distance = 76.954 Ft. |
| From Pt. = 35 to Pt. = 43 | Bearing = 64 - 46 - 13.5000 Quad. = 4 |
| From Pt. = 43 to Pt. = 44 | Distance = 8.314 Ft. |
| From Pt. = 43 to Pt. = 44 | Bearing = 39 - 24 - 27.0000 Quad. = 4 |
| From Pt. = 44 to Pt. = 38 | Distance = 293.342 Ft. |
| From Pt. = 44 to Pt. = 38 | Bearing = 22 - 39 - 32.0775 Quad. = 1 |
| From Pt. = 38 to Pt. = 23 | Distance = 490.633 Ft. |
| From Pt. = 38 to Pt. = 23 | Bearing = 0 - 0 - 0.0000 Quad. = 1 |
| From Pt. = 23 to Pt. = 21 | Distance = 249.108 Ft. |
| From Pt. = 23 to Pt. = 21 | Bearing = 22 - 10 - 30.0000 Quad. = 4 |
| From Pt. = 21 to Pt. = 18 | Distance = 137.150 Ft. |
| From Pt. = 21 to Pt. = 18 | Bearing = 44 - 21 - 0.0000 Quad. = 4 |
| From Pt. = 18 to Pt. = 16 | Distance = 196.267 Ft. |
| From Pt. = 18 to Pt. = 16 | Bearing = 22 - 10 - 30.0000 Quad. = 4 |
| From Pt. = 16 to Pt. = 15 | Distance = 225.500 Ft. |
| From Pt. = 16 to Pt. = 15 | Bearing = 0 - 0 - 0.0000 Quad. = 1 |

Total Area = 1922856.552 Sq.Ft. 44.143 Acres
spl 108 110 170

CURVES

Segment from Pt. 108 to Pt. 110 Radius = 170.000 Ft.
Chord Length = 137.273 Ft.
Arc Length = 141.305 Ft.
Segment Area = 1336.076 Sq.Ft. 0.031 Acres

Total Area = 1924192.628 Sq.Ft. 44.173 Acres
smi 106 104 230

Segment from Pt. 106 to Pt. 104 Radius = 230.000 Ft.
Chord Length = 184.957 Ft.
Arc Length = 190.343 Ft.
Segment Area = 2414.435 Sq.Ft. 0.055 Acres

Total Area = 1921778.193 Sq.Ft. 44.118 Acres
spl 35 43 d 43 42

From Pt. = 43 to Pt. = 42 Distance = 89.826 Ft.

Segment from Pt. 35 to Pt. 43 Radius = 89.826 Ft.
Chord Length = 76.954 Ft.
Arc Length = 79.526 Ft.
Segment Area = 448.652 Sq.Ft. 0.010 Acres

Total Area = 1922226.845 Sq.Ft. 44.128 Acres
smi 44 38 d 27 38

From Pt. = 27 to Pt. = 38 Distance = 380.722 Ft.

Segment from Pt. 44 to Pt. 38 Radius = 380.722 Ft.
Chord Length = 293.342 Ft.
Arc Length = 301.130 Ft.
Segment Area = 5792.684 Sq.Ft. 0.133 Acres

Total Area = 1916434.161 Sq.Ft. 43.995 Acres
smi 23 21 d 21 22

From Pt. = 21 to Pt. = 22 Distance = 330.000 Ft.

Segment from Pt. 23 to Pt. 21 Radius = 330.000 Ft.
Chord Length = 249.108 Ft.
Arc Length = 255.438 Ft.
Segment Area = 4084.509 Sq.Ft. 0.094 Acres

Total Area = 1912349.652 Sq.Ft. 43.902 Acres
spl 18 16 d 16 17

From Pt. = 16 to Pt. = 17 Distance = 260.000 Ft.

Segment from Pt. 18 to Pt. 16 Radius = 260.000 Ft.
Chord Length = 196.267 Ft.
Arc Length = 201.254 Ft.
Segment Area = 2535.471 Sq.Ft. 0.058 Acres

Total Area = 1914885.123 Sq.Ft. 43.960 Acres
dmp Save Some Coord. and Curves 12-17-1986 11:16:03
124 - 125 0 - 0
eoj12-17-1986 11:16:17

| | | |
|---|---|---|
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| Pt.No. = 201 | 10000.000000 N | 2317.069305 E |
| Pt.No. = 202 | 10000.000000 N | 3634.138610 E |
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| Pt.No. = 204 | 7370.847396 N | 3635.644131 E |
| Pt.No. = 205 | 7364.218399 N | 2283.927422 E |
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| Pt.No. = 209 | 8682.109200 N | 2300.498364 E |
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| Pt.No. = 222 | 9903.629190 N | 2525.857554 E |
| Pt.No. = 223 | 9902.567304 N | 2560.846969 E |
| Pt.No. = 224 | 9730.002888 N | 2558.677173 E |
| Pt.No. = 225 | 9282.216736 N | 2343.046783 E |
| Pt.No. = 226 | 9283.833393 N | 2993.901006 E |
| Pt.No. = 227 | 9854.304500 N | 2997.328899 E |
| Pt.No. = 228 | 9873.935357 N | 2350.486956 E |

125 4473.25 N 4281.614, 496 E

| | | |
|---|---|---|
| Pt.No. = 58 | 4434.645841 N | 4209.066273 E |
| Pt.No. = 59 | 4268.522958 N | 3747.836173 E |
| Pt.No. = 60 | 4469.992958 N | 3747.836173 E |
| Pt.No. = 61 | 4399.992958 N | 3747.836173 E |
| Pt.No. = 62 | 4399.992958 N | 3965.586173 E |
| Pt.No. = 63 | 4469.992958 N | 3965.586173 E |
| Pt.No. = 64 | 4089.992958 N | 3965.586173 E |
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| Pt.No. = 66 | 4357.358599 N | 4235.615087 E |
| Pt.No. = 67 | 4402.352998 N | 4181.991361 E |
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| Pt.No. = 70 | 3950.000000 N | 4813.252926 E |
| Pt.No. = 71 | 4439.156505 N | 4297.913555 E |
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| Pt.No. = 73 | 4467.000000 N | 4351.614496 E |
| Pt.No. = 74 | 4457.000000 N | 4351.614496 E |
| Pt.No. = 75 | 4950.000000 N | 4797.294496 E |
| Pt.No. = 76 | 3960.000000 N | 4345.586173 E |
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| Pt.No. = 81 | 3950.000000 N | 4370.586173 E |
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| Pt.No. = 84 | 4414.156505 N | 4376.614496 E |
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Coordinate File - northb.coor 12-17-1986
10:53:07

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| Pt.No. = 24 | 4203.993018 N | 3645.588816 E |
| Pt.No. = 25 | 3403.360125 N | 3645.588816 E |
| Pt.No. = 26 | 3713.360125 N | 3645.588816 E |
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| Pt.No. = 37 | 3332.638913 N | 3335.752553 E |
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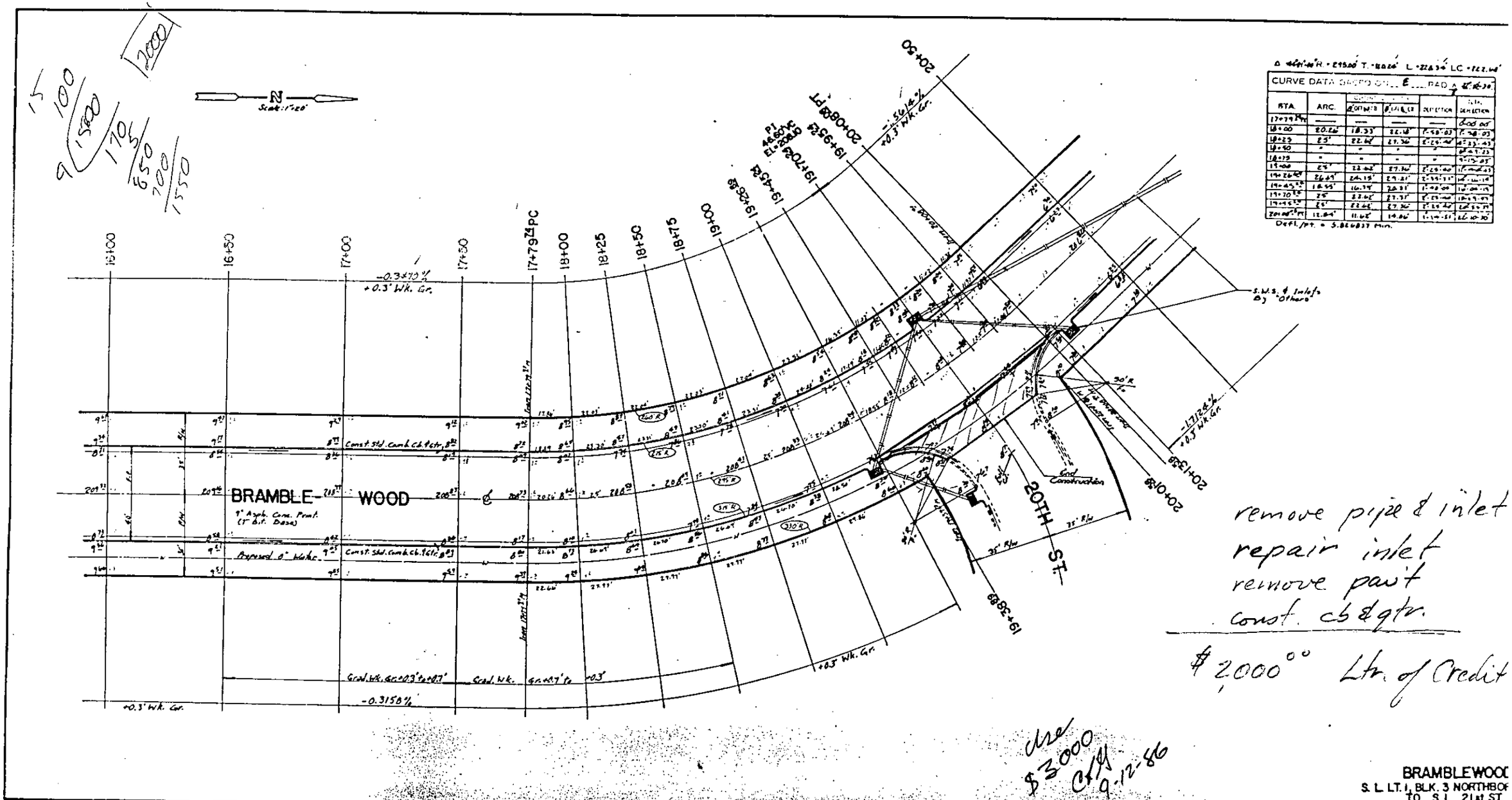
Exist'g Projects in Northborough

| | | | |
|---|---|---|---|
| SWD # 36 | 80417 | | 10,496.26 |
| Lat. 7, Main 20, WIS | 80407 | | 9.90 |
| ~~Paving Stratford~~ | ~~80569~~ | | ~~295.00~~ |
| Paving Rockhill, Stratford & 20th | 80570 | | 1,617.80 |
| Paving Armour Cir & Cts | 80571 | 1214.33 | 1,214.33 |
| ~~Paving Stratford Cts~~ | ~~80572~~ | | ~~390.74~~ |
| Paving Rockhill Cts. | 80574 | 689.69 | 689.69 |
| | | | 14,713.72 |
| Water ? | | 141.11 | 958.70 |
| | | 207.95 | 5,672.42 |
| | | 2253.08 | |

390.74
244.37

Northbourgh 3 - P1 Folder File

15
100
9 1500
170
5
650
700
1550
2000




Δ 46°01'40" R = 295.00' T = 120.24' L = 228.34' LC = 222.68'

| CURVE DATA BASED ON E RAD Δ 22-12-30 | | | | | |
|---|---|---|---|---|---|
| STA. | ARC. | OFFSETS | | DEFLECTION | TOTAL DEFLECTION |
| 17+79 PC | — | — | — | — | 0.00 00 |
| 18+00 | 20.26' | 18.33' | 22.18' | 1°-58'-03" | 1°-58'-03" |
| 18+25 | 25' | 22.62' | 27.36' | 2°-25'-40" | 4°-23'-43" |
| 18+50 | " | " | " | " | 6°-49'-23" |
| 18+75 | " | " | " | " | 9°-15'-05" |
| 19+00 | 25' | 22.62' | 27.36' | 2°-25'-40" | 11°-40'-45" |
| 19+26.89 | 26.89' | 24.15' | 29.21' | 2°-39'-11" | 14°-16'-14" |
| 19+45.84 | 18.95' | 16.79' | 20.31' | 1°-48'-04" | 16°-04'-19" |
| 19+70.84 | 25' | 22.62' | 27.31' | 2°-25'-40" | 18°-29'-59" |
| 19+95.84 | 25' | 22.62' | 27.36' | 2°-25'-40" | 20°-55'-39" |
| 20+08.88 PT | 12.84' | 11.62' | 14.06' | 1°-14'-51" | 22°-10'-30" |

Defl./pt. = 5.826837 Min.

remove pipe & inlet
repair inlet
remove pav't
const. cb & gtr.

$2,000.00 Ltr. of Credit

use $3000 CFH 9-12-86

BRAMBLEWOOD
S. L. LT. 1, BLK. 3 NORTHBOR
TO S. L. 21st ST.
472 76 245 80578 000 00

Northborough 3rd Plat Folder

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1986.

BY AND BETWEEN

The Estate of Theodore Gore, T.J. Land and Cattle Company, Robert M. Beren, Joan S. Beren, and Mid Kansas Jewish Welfare Federation, Inc. hereinafter referred to as "OWNER"

VC - 46,600 ~~43,626.92~~ 46,580.46

AND

THE CITY OF WICHITA, KANSAS, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, OWNER, being the owners of the following described land:

Lots 1 and 2, Block 1, Northborough 3rd Addition.

have requested zoning and the platting of said property in the City of Wichita, Kansas; and

WHEREAS, CITY has improved 21st Street adjacent to the above-described property; said improvement having been authorized by a resolution adopted by the governing body of the City of Wichita, Kansas, pursuant to the provisions of K.S.A. 12-6a01, et. seq.; and

WHEREAS, said resolution provided that a share of the costs of said 21st Street improvements shall be borne by special assessment against an improvement district comprised of lands within the corporate limits of the City of Wichita lying adjacent to said improvements and having rights of direct access to 21st Street; and

WHEREAS, the above described property had dedicated complete access control to 21st Street at the time of adoption of the resolution authorizing 21st Street improvements, and was not included in the improvement district for said improvements, even though said property lies directly adjacent to said improvements and derives a special benefit from same; the cost of said street improvement adjacent to said property being instead, borne by the City of Wichita at-large as provided in said resolution; and,

WHEREAS, had the above-described property had access to 21st Street at the time of the adoption of the resolution authorizing said 21st Street improvements, the property would have been included in the improvement district for said improvements, said property being liable for special assessments the same as other property in the improvement district; and,

WHEREAS, the parties hereto agree in consideration of CITY's granting of right-of-access to 21st Street, that it is reasonable and appropriate that said property be made liable for payment in lieu of special assessments for said 21st Street improvements to the same extent as other properties comprising the improvement district for said improvements.

NOW, THEREFORE, the parties hereto, for the consideration set forth herein, agree as follows:

1. THE OWNER and the CITY agree that upon recording of the plat of the property described as:

   Lots 1 and 2, Block 1, Northborough 3rd Addition

   be liable for payment of $56,440.00, in lieu of special assessments

2. The OWNER and CITY agree that the method of payment for the $56,440.00 in lieu of special assessments, of the property described in Paragraph 1, shall be as follows:

   A.) The $56,440.00 may be paid in five (5) equal payments, with 6.77% interest added.

B.) The first payment of 12,813.08 is due and payable prior to the plat being heard by the Board of City Commissioners

C.) Payments two (2) through five (5) of 12,813.08 each shall be due and payable on _____ 1987, 1988, 1989 and 1990, respectively.
date of plat ~~record~~ consid by city commission or earlier

3. The OWNER acknowledges that the agreement to accept and pay in lieu of special assessments as set forth herein for the paving of 21st Street is a condition precedent to the CITY's consideration of granting right-of-access to 21st Street.

4. The OWNER agrees that this agreement is nonassignable and that the primary obligation to make payments to the CITY under this agreement shall remain with the OWNER regardless of whether the land is subsequently conveyed to others.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

CO-EXECUTORS OF THE ESTATE OF THEODORE GORE:

_____
Andrew E. Gore

_____
Rosalyn W. Gore

T. J. LAND AND CATTLE COMPANY

_____
Teena Jean Slatkin, President

_____
Robert M. Beren

_____
Joan S. Beren

MID KANSAS JEWISH WELFARE FEDERATION, INC.

_____

"OWNERS"

THE CITY OF WICHITA, KANSAS

By_____
MAYOR
"CITY"

ATTEST:

_____
Donald C. Gisick, City Clerk

Approved as to Form:

_____
John Dekker, Director of Law

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the COMMERCIAL UNION INSURANCE COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal office in the City of Boston, Massachusetts, hath made, constituted and appointed, and does by these presents make and constitute and appoint W. C. COHEN, W. C. COHEN, JR., R. B. MATASSARIN, JOE E. MODDRELL, JR., WALLACE C. RAABE, PAUL G. STARR, JOSEPH C. LUKENS, II, ROBERTA I. HOERMAN, SCOTT T. POST, KAY J. WHITE, SANDRA BROADSTREET, JAMES E. SLOAN, STEVEN E. HOLZWART, RICHARD A. BUMGARDNER and MELISSA EVANS all of Wichita, Kansas

and each of them its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety any and all bonds or undertakings

and the execution of such bonds or undertakings in pursuance of these presents, shall be binding upon said Company as fully and amply, to all intents and purposes, as if such bonds were signed by the President, sealed with the corporate seal of the Company, and duly attested by its Secretary, hereby ratifying and confirming all the acts of said Attorney-in-Fact pursuant to the power herein given. This Power of Attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

Resolved: That the President, or any Vice-President, or any Assistant Vice-President, may execute for and in behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, the same to be attested when necessary and the seal of the company affixed thereto by the Secretary, or any Assistant Secretary; and that the President, or any Vice-President, or Assistant Vice-President, may appoint and authorize an Attorney-in-Fact to execute on behalf of the company any and all such instruments and to affix the seal of the company thereto; and that the President, or any Vice-President, or any Assistant Vice-President, may at any time remove, any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the company as if signed by the President and sealed and attested by the Secretary, and, further, Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and are also authorized and empowered to certify to a copy of any of the by-laws of the company as well as any resolution of the Directors having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and to certify copies of the Power of Attorney or with regard to the powers of any of the officers of the company or of Attorneys-in-Fact.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

"Resolved: That the signature of the President, or any Vice-President, or any Assistant Vice-President, and the signature of the Secretary or any Assistant Secretary and the Company Seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, the COMMERCIAL UNION INSURANCE COMPANY, has caused these presents to be signed by its Assistant Vice-President and its corporate seal to be hereto affixed, duly attested by its Secretary on this 22nd day of July 19 86

COMMERCIAL UNION INSURANCE COMPANY

Attest: Raymond M. Defossez
Raymond M. Defossez — Secretary

By John M. Garrett
John M. Garrett Assistant Vice-President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK SS.

On this 22nd day of July 19 86, before me personally came John M. Garrett, Assistant Vice-President, and Raymond M. Defossez, Secretary of the COMMERCIAL UNION INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saveth, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Edward W. Shay
Edward W. Shay Notary Public
*(My Commission expires August 10, 1990)*

## CERTIFICATE

I, the undersigned, Assistant Secretary of the COMMERCIAL UNION INSURANCE COMPANY, a Massachusetts Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that the Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at the City of Boston. Dated this 30th day of January 19 87

Daniel J. Boyle
Daniel J. Boyle Assistant Secretary

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