

Box 1977

PLAT NO. S/D 76-125 MAP NO. 5252 & 5253

NAME THE MOORINGS

LOCATION: West side of Meridian between 42nd St. North
and 49th St. North

ENGINEER Reiss & Goodness Engineers

OWNER V. Harley Miles

APPLICATION FILED 12-6-76

SKETCH PLAT FILED N/A

PRELIMINARY FILED 12-6-76

S/D ACTION 12-16-76 approval

FINAL FILED 2-28-77

S/D ACTION 3-10-77 approval

MAPC ACTION 3-11-77 Approval

ECC ACTION 10-11-77 Approval

RECORDED November 2, 1977

REMARKS Associated DP-78 & Z-1825

Dec-10-25-77: Re approved as per MAPC Original's recommendation
(no sidewalks on all-ls. - paces)

S/D 76-125 - THE MOORINGS - West
side of Meridian between 42nd St.
North and 49th St. North, by
Reiss & Goodness Engineers

ACTION

DATE

S/D COMMITTEE (Prelim.) Approved 12-16-76
SD (final) Approved 3-10-77

M.A.P.C. Approved 3-12-77

B.C.C./B.C.C.C. Approved 10-11-77

Acc. Re. approved as per MAPC Engineer 10-25-77
recommendations (no pile weathers in cul-de-sacs)

POSTED
12.9.76

31776-125 A
2-1825-02-78
\$
11-7-77

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

THE MOORINGS ADDITION was
filed for record on November 2, 1977
Patricia J. McCall
Register of Deeds

T9-328

Form 2-21

PAYMENT NOTICE
City of Wichita
PAY AT TREASURER'S OFFICE - SECOND FLOOR

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

DESCRIPTION AMOUNT

2-1825-02-78

Name *Patricia J. McCall*

Address *1711 W. 17th St.*

Type *11-7-77* Due Date

Comments:

Date *12-6* By *Patricia J. McCall*

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 76-125 Name THE MOORINGS
Application & Sketch Filed: 12-6-76
Preliminary Plat Filed: 12-6-76 Approved by S/D: 12-16-76
Final Plat Filed: 2-28-77 Approved by S/D: 3-10-77
Approved by Metropolitan Area Planning Commission: 3-17-77

DESCRIPTION

General Location: West side of Meridian between 42nd Street North
and 49th Street North.

Surveyor or Engineer: Reiss and Goodness Engineers
Owner: V. Harley Miles
Address: 4852 N. Meridian 67204

- | | |
|---|---|
| 1. Gross Acreage of Plat <u>70</u> | 6. Access Control |
| 2. Number of Lots: | St. <u>Meridian</u> No. Openings <u>3</u> |
| Residential <u>139</u> | St. _____ No. Openings _____ |
| Commercial <u>3</u> | St. _____ No. Openings _____ |
| Industrial _____ | 7. Req'd Improvements |
| Other _____ | St. Paving <u>reqd.</u> Water <u>reqd.</u> |
| Total Number of Lots: <u>142</u> | Sidewalk <u>reqd.</u> Drainage <u>reqd.</u> |
| 3. Minimum Lot Area: <u>0.10</u> Acres | Sewer <u>reqd.</u> Other _____ |
| 4. Existing Zoning <u>AA & LC</u> | |
| 5. Special Problems Discussed <u>none</u> | |

Valid petitions have been submitted guaranteeing the extension of sanitary sewer and city water to serve all lots, storm sewer, street paving and accel-decel lanes. An irrevocable letter of credit has been submitted guaranteeing installation of a sanitary sewer pump station and forced main. A certificate has been submitted certifying the petition.

Planning Commission Recommendation:

That this plat be approved subject to:

- A. The applicant submitting a contingent drainage dedication to provide for a future drainage easement east of Meridian.
- B. The applicant submitting restrictive covenants which shall contain provisions for a Homes Association agreement to provide for the improvement and continued maintenance of the lake area, parking areas, recreational areas and other nonpublic common open areas.
- C. Recording of the plat within 30 days after approval by the Board of City Commissioners.

KAMEN moved, BAYOUTH seconded and it carried unanimously. BARRIER, HENNESSY, GOEBEL and TAYLOR were absent.

NOTE: Associated cases DP-78, the Moorings, residential and commercial Community Unit Plan and Z-1825, "AA" to "LC" have been approved by the Board of City Commissioners subject to platting.

ACTION: Receive and file the irrevocable letter of credit, accept the contingent dedication, approve the petitions and instruct the Director of Law to prepare the necessary resolutions, and instruct the City Clerk to file the restrictive covenants, contingent dedication and certificate with the Register of Deeds, the publication and filing costs of which shall be billed to the applicant; and approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

CONTINGENT DRAINAGE EASEMENT

WHEREAS Miles Sand, Inc.

own property in the SW1/4 of Section 19, T-26-S, R-1-E of the 6th Principal Meridian, Sedgwick County, Kansas, on which Conditional Use permits were granted for sand pit purposes as CU-129 and CU-157; and,

WHEREAS, as a condition of subdividing land in Sections 24 and 25, T-26-S, R-1-W as "The Moorings" said owner are being asked to dedicate a DRAINAGE EASEMENT across a portion of said CU-129 described as follows:

A tract of land in the SW1/4 Section 19, T-26-S, R-1-E of the 6th P.M. Sedgwick County, Kansas described as beginning at the NW corner of said SW1/4; thence east along the north line of said SW1/4 115'; thence southeasterly at a deflection angle right of 42°30' to the edge of water of an existing sand pit; thence southwesterly with a deflection angle to the right 90°00' 90'; thence southwesterly with a deflection angle to the right 90° to a point that is 115' south and 95' east of the NW corner of said SW1/4; thence west 95' to a point on the west line of said SW1/4 thence north 115' to the point of beginning; and,

WHEREAS, said owner agree to provide said Drainage Easement and to permit the public to transport storm water from the approximate 2000 acre contributing area along said easement and to discharge it into the sandpit-lake located in said SW1/4 of Section 19 but said easement and permission be effective only in the event of certain contingencies hereinafter specified.

NOW THEREFORE, Miles Sand, Inc.

do hereby dedicate to the public for drainage purposes the property hereinabove set forth; but the right of the public and the City of Wichita and the Board of Commissioners of Sedgwick County, Kansas to make use thereof for drainage purposes shall be conditioned on the following:

- 1) An appropriate governing body shall install a culvert across Meridian Avenue whose discharge would be directed into said drainage easement, and
- 2) An appropriate governing body shall construct on said drainage easement a trapezoidal shaped concrete lined canal 35 feet wide at the bottom with 1.5 horizontal to 1 vertical side slopes which extend up the sides to a vertical height 2 feet above the bottom, such canal extending from the discharge end of the culvert described above to the south edge of the residential parcels set out on the redevelopment plan for CU-129 filed with the Wichita-Sedgwick County Metropolitan Area Planning Department December 3, 1973, said distance being approximately 290 feet, and
- 3) An appropriate governing body shall construct a bridge or culvert across said canal at the location crossed by the residential street as set out on the redevelopment plan for CU-129 subject to an appropriate plat or street be approved or dedicated, and
- 4) Items 1, 2 and 3 shall be constructed without cost to grantor or assessment of cost to lands owned by grantor or lands being subdivided as "The Moorings".

It is understood that upon the action of the governing body by contract or resolution to provide the above described facilities, that this drainage easement shall be and become, without further notice or act, in full force and effect.

It is the intent of the grantor and owner that this Contingent Dedication shall be a covenant running with the land and shall be binding upon their successors and assigns and all subsequent owners of any part or parcel of said property covered by said Dedication.

EXECUTED THIS 25th DAY OF September, 1977.

V. Harley Miles President

STATE OF KANSAS, SEDGWICK COUNTY, ss.
BE IT REMEMBERED, That on this 25th day of September, A.D. 1977, before me, a Notary Public, in and for the County and State aforesaid, came V. Harley Miles, President of Miles Sand, Inc. to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.
My commission expires: October 7, 1980

NOTARY PUBLIC
SUE MARGERUM
Sedgwick County, Kansas
My Appt. Expires

Notary Public

Recorded
Oct 20 1977
3-54711
Oct 11 1977
accepted by City
John 272 - P1026
Recorded copy in
City Clerk's Desk
under D-9667
use this # so City
Clerk can find it

July 27, 1977

John Bekker, Director of Law

Robert A. Lakin, Director of Planning

SE 76-125 The Moorings

At the request of M. S. Mitchell, Callraith and I met with the owner of the Moorings, Harley Miles, and Mitchell to discuss a drainage problem relating to the above plat and the general area surrounding the plat. This plat, as you may be aware, lies on the west side of Meridian between 42nd Street North and 49th Street North. There is an existing drainage problem in that entire general area extending north on both sides of Meridian to an area north of 53rd Street. Some 1800 acres of land comprise the flow coming into the Moorings area.

Mitchell had agreed with the owners of the property and the County Engineer to generally handle this drainage by (1) erecting a berm on the north side of the plat to divert any sheet flow to Meridian and thence into any drainage system that may exist; and (2) to provide an underground crossing at about 49th Street to pick up this water flow and to build a drainage channel southeasterly to the new sand pit operation. The drainage water would then go into this sand pit as a holding area. It would also generally flow further to the south and ultimately into the flood control system. As a condition of accepting this water, Harley Miles, who owns the receiving sand pit, as well as the plat to the west, requested that (1) the bottom of the channel be lined; and (2) a bridge structure over the channel be guaranteed at such time as an internal street system is later developed for that sand pit area. All of this was to be done without cost to that particular quarter section and future development. Although the county had thought that it might be able to undertake this work, the County Counselor has advised the County Engineer that they might not make any expenditure on the road crossing or the drainage facility. Secondly, M. S. Mitchell and Harley would just as soon defer making these improvements until additional information re drainage characteristics is known so the ultimate design of the drainage facilities can be based on additional information.

To resolve the drainage requirements on the plat then, it was suggested by me that a contingent dedication for the drainage easement be made to the City of Wichita with the contingency that the acceptance of water and the right-of-way for the easement be based on the city undertaking the drainage improvements set forth as a part of the contingency, i.e., crossing, ditch, ditch lining and bridge. This would be submitted to the City Commission for

Memorandum to John Dekker
Re: SD 76-125 The Moorings

July 27, 1977
Page 2

their action and consideration to see if this was an acceptable arrangement. Since we would actually not be contracting for any expenditure but only setting a future right to be acquired at such time as a then governing body agreed to make certain expenditures, I thought this would resolve (1) acquiring essentially an option to handle the water, and (2) the specifics as to how we would pay for it and protecting the quarter section of land against assessments.

Is such a contingent easement proposition an appropriate and legal way to accomplish this? I would be happy to arrange to discuss this with you further along with M. S. Mitchell, if you have questions. If you feel it is legal, I will have M. S. Mitchell and my staff draw up such an easement with the contingencies for your review and approval.

Robert A. Lakin, Director of Planning

cc: M. S. Mitchell, Flood Control
RAL:cw

P.S. Harley says to tell you he wants an answer immediately!



- L. The applicant shall guarantee the paving of Carlock, Carlock Court, 37th Street, 35th Street and Meridian Avenue adjacent to subject plat.
- M. The applicant shall guarantee the construction of sidewalks on the east side of Meridian, the north side of 35th and the south side of 37th adjacent to subject plat and adjacent to both sides of Carlock and Carlock Court.
- N. Recording of the plat within 30 days after approval of the plat by the Board of City Commissioners.

Kamen moved, Bayouth seconded, and it carried unanimously. Barrier, Hennessy, Goebel and Taylor were absent.

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- 12. S/D 76-125 - Final Plat of THE MOORINGS, generally located on the west side of Meridian between 42nd Street North and 49th Street North.

MOTION: That the Planning Commission recommend to the City Commission that this final plat be approved, subject to:

- A. The applicant designating on the final plat the street names agreed on by the applicant, the Fire Department, and the Department of Public Works.
- B. The applicant shall guarantee the construction of sidewalks adjacent to all streets except the cul-de-sac streets as recommended by the Subdivision Committee. The Planning Department encourages that sidewalks be required adjacent to all streets.
- C. A 10 foot utility easement shall be indicated adjacent to the south side of 48th Street.
- D. The applicants shall guarantee all drainage improvements associated with the plat.
- E. The applicants shall guarantee the installation of sanitary sewer and city water to serve all lots being platted.
- F. The applicants shall guarantee the paving of all streets.
- G. The applicants engineer shall provide to the City Engineer a cross section plan which shows the elevation and horizontal location of the sanitary sewer and storm sewers where they will cross the Cities Service pipeline or the Water Department main service line.
- H. The applicant shall obtain a letter from the Cities Service Gas Company stating that the pipeline easement indicated for their

line is acceptable and recommending what building setback from said line is appropriate. This letter shall be submitted to the Planning Department.

- I. The acceptance text and signature block for the County Commission shall be indicated on the plat.
- J. As required by the C.U.P., prior to issuance of any building permits on Reserve C and on Block 5, the screening wall and landscape areas shall be installed.
- K. The applicants shall guarantee the construction of accel-decel lanes along the west side of Meridian adjacent to the major entrances on Block 5 and adjacent to the south portion of Block 4, as required by the C.U.P.
- L. Side lot utility easements as indicated on the marked "Engineer's copy" of the plat shall be indicated on the final plat tracing.
- M. As required by the C.U.P., the applicant shall submit for review and approval a Homes Association Agreement providing for the improvement and continued maintenance of all common non-public open space areas on Block 1.
- N. As required by the C.U.P., prior to the issuance of any building permits on Lot 1, Block 5, a traffic plan which shows locations of proposed buildings, parking areas, drives and circulation isles, shall be submitted to the Planning Department for review and approval.
- O. All utilities including telephone and electric, shall be installed underground.
- P. Any change in elevation or location or encasement of the City Service line or Water Department main service line necessitated by this plat shall be at the sole expense of the applicant.
- Q. The applicant shall contact Kansas Gas and Electric Company relative to relocation and/or abandonment of some existing service lines on subject property. A letter obtained from said company stating that satisfactory arrangements have been made for said relocation and/or abandonment, shall be submitted to the Planning Department.
- R. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Kamen moved, Bayouth seconded, and it carried unanimously. Barrier, Hennessy, Goebel and Taylor were absent.

13. S/D 76-125 - Final plat of THE MOORINGS, generally located on the west side of Meridian between 42nd Street North and 49th Street North.

NEWBY outlined the area on the map and stated that there is a problem with the street names which do not coincide with the street naming policy. Some lot frontages on the cul-de-sacs are not wide enough and the guarantees for the drainage improvements need to be resolved. The sanitary sewer should be guaranteed and there is a question of how the sewer lift station will be financed. He recommended approval of the plat subject to the staff comments.

KENNY HILL, engineer, representing the applicant, stated that they have designed a pump to pump down the level of water in the sandpit to satisfy Flood Control relative to the minimum pad elevation. They will guarantee sanitary sewer by petition and they have contacted Tim Cain about the street names.

BILL BACHMAN, developer, stated that they were trying to create an area that is heavily nautical and would like to keep some of the names in that tradition. He objected to changing the name of Cobblestone Landing and Cottonwood Bend to Edwards Avenue.

TOM PAGE, Fire Department, commented that in making emergency runs, if there was some continuity in street names, one would have some idea where to go. There are too many names to remember in an emergency.

HENNESSY'S concern was that Tim Cain was not present to defend his position.

SAVINA mentioned that the Subdivision Committee did go against policy in approving different street names on the Ritchie property and could understand the Fire Department's concern.

MAX GREENE, Maintenance-Flood Control, stated that they had not seen the drainage plan for handling water coming from the north to get it over to the east.

VINCE WESOLOWSKY, Southwestern Bell Telephone, requested a 10-foot utility easement on the south side of 48th Street extending all the way through the Addition from Cobblestone Landing to Meridian.

NEWBY pointed out that the accel-decel lane needed to be guaranteed where the taper comes in.

ROBERT BLEVINS, Kansas Gas & Electric, stated that several easements were left off on the final plat that should be added before it is recorded. He left his plat with Newby.

HENNESSY asked if Bachman would be opposed to a deferral. BACHMAN said that he wanted a definite answer today.

BAYOUTH moved for approval of the plat subject to the staff comments with the exception of the street names and that the applicant work with the Fire Department and City staff to reach an agreement on street names.

BACHMAN said that he would reduce the number of different names but wanted to retain the nautical theme.

BAYOUTH amended his motion to state that the applicant work with the Fire Department to see if they could live with the names.

MOTION: BAYOUTH moved, HENNESSY seconded and it carried unanimously that the Subdivision Committee recommend to the Planning Commission that this plat be approved subject to:

- A. The applicant and/or his engineer shall contact the Fire Department and the Department of Public Works for the appropriate street names to be indicated on the final plat since with the exception of 48th Street and Meridian Avenue, none of the street names indicated are in accordance with the City's street naming policy.
- B. The applicant shall guarantee the construction of sidewalks adjacent to all streets except the cul-de-sac streets as recommends by the Subdivision Committee. The Planning Department encouraged that sidewalks be required adjacent to all streets.
- C. A 10 foot utility easement shall be indicated adjacent to the south side of 48th Street.
- D. The applicants shall guarantee all drainage improvements associated with the plat.
- E. The applicants shall guarantee the installation of sanitary sewer and city water to serve all lots being platted.

- F. The applicants shall guarantee the paving of all streets.
- G. The applicants engineer shall provide to the City Engineer a cross section plan which shows the elevation and horizontal location of the sanitary sewer and storm sewers where they will cross the Cities Service pipeline or the Water Department main service line.
- H. The applicant shall obtain a letter from the Cities Service Gas Company stating that the pipeline easement indicated for their line is acceptable and recommending what building setback from said line is appropriate. This letter shall be submitted to the Planning Department.
- H. The applicant shall obtain a letter from the Cities Service Gas Company stating that the pipeline easement indicated for their line is acceptable and recommending what building setback from said line is appropriate. This letter shall be submitted to the Planning Department.
- I. The acceptance text and signature block for the County Commission shall be indicated on the plat.
- J. As required by the C.U.P., prior to issuance of any building permits on Reserve C and on Block 5, the screening wall and landscape areas shall be installed.
- K. The applicants shall guarantee the construction of accel-decel lanes along the west side of Meridian adjacent to the major entrances on Block 5 and adjacent to the south portion of Block 4, as required by the C.U.P.
- L. Side lot utility easements as indicated on the marked "Engineer's copy" of the plat shall be indicated on the final plat tracing.
- M. As required by the C.U.P., the applicant shall submit for review and approval a Homes Association Agreement providing for the improvement and continued maintenance of all common non-public open space areas on Block 1.
- N. As required by the C.U.P., prior to the issuance of any building permits on Lot 1, Block 5, a traffic plan which shows locations of proposed buildings, parking areas, drives and circulation isles, shall be submitted to the Planning Department for review and approval.

- O. All utilities including telephone and electric, shall be installed underground.
- P. Any change in elevation or location or encasement of the City Service line or Water Department main service line necessitated by this plat shall be at the sole expense of the applicant.
- Q. The applicant shall contact Kansas Gas and Electric Company relative to relocation and/or abandonment of some existing service lines on subject property. A letter obtained from said company stating that satisfactory arrangements have been made for said relocation and/or abandonment, shall be submitted to the Planning Department.
- R. Recording of the plat within 30 days after approval by the Board of City Commissioners.

A 5-MINUTE BREAK WAS CALLED BY THE CHAIRMAN

14. S/D 77-26 - Preliminary plat of WOODLAWN PLACE 3RD ADDITION, generally located on the east side of Edgemoor, between 22nd Street North and Mainsgate.

NEWBY outlined the area on the map and stated that this is an area that is part of an approved C.U.P. The concept is in keeping with the C.U.P. He asked that the applicant confer with the Department of Public Works on the street names.

KENNY HILL, engineer, representing the applicant, stated that he had no objections to the staff comments. He pointed out that the street names do align with the street names in Comotara.

TOM PAGE, Fire Department felt that all the cul-de-sacs should be named Edgemoor Court.

NEWBY pointed out that this is a preliminary plat and the street names could be resolved before the final plat.

MAX GREENE, Maintenance-Flood Control, asked that the drainage improvements along Edgemoor be included in this plat and that they be guaranteed. Plans for the drainage channel are needed.

8. S/D 76-125 - Preliminary Plat of THE MOORINGS, generally located on the west side of Meridian between 42nd Street North and 49th Street North.

NEWBY outlined the area on the map and stated that there has been a C.U.P. plan filed and approved on this property. This land has just recently been annexed into the City. He said that the major problem with this development is the drainage that involves some provision for draining the north portion. Sewer is available but quite some distance away and a lift station will be required. The drainage and sewer problems are critical enough that they should be worked out prior to submission of the final plat. He stated that the applicant should guarantee the accel-decel lanes. The sidewalk plan should be approved by the Subdivision Committee prior to filing the final plat. He recommended approval of the plat subject to the staff comments and resolving sewer and drainage prior to submitting the final plat.

BAYOUTH pointed out that the City Commission is about ready to change their policy on requirement of sidewalks and wondered if the applicant would be able to change the plat in regard to sidewalks. NEWBY said that he would.

R. R. McCLINTOCK, Fire Department, asked M. S. Mitchell of Flood Control if streets would be required before the applicant begins construction. He recommended that no building construction begin until water is available.

BILL OTTEN, Water Department, stated that there was a 48-inch aquaduct going through this area and if there is any conflict with the water main, it should be relocated at the applicant's expense.

KENNY HILL, engineer, representing the applicant, said that they have been in contact with the Water Department regarding water extension and sewer service to the area, and have located the pumping station on the preliminary plat. He said he has talked with M. S. Mitchell about the drainage. He pointed out that approximately 200 acres drain across Meridian and the applicants feel they should not have to pay to drain that portion of the 200 acres which they do not own.

M. S. MITCHELL, Maintenance-Flood Control, stated that, as this plat is drawn, it is contingent on draining that acreage into the present operating sandpit and as far as accepting drainage into the sandpit, it is part of the approval. The County Engineer is meeting with the State Division Engineer to see what arrangements can be made to put a temporary structure under the bridge.

HILL said that if the City Commission does not change the policy on the sidewalks they would like to request a variance on the sidewalks.

DEAN SELLERS, City Engineering, asked that the engineer show the elevation of the sanitary, storm and water lines where they cross the aquaduct and Conoco lines running through there before the plat is approved.

ROBERT BLEVINS, Kansas Gas & Electric, requested a 10-foot front lot easement on all of the lots bordering the lake. He left his plat with Kenny Hill for the side lot easements. He said that there were overhead lines in the area that have to be removed.

V. HARLEY MILES, applicant, stated that he had given permission to take all of the lines out on the north property line but it has not been done yet.

MOTION: HENNESSY moved, BAYOUTH seconded (Savina absent)
That the Subdivision Committee approve the preliminary
and authorize preparation of the final plat subject to:

- A. Some of the street names for the cul-de-sac streets are not in accordance with the street naming policy which states that Courts shall bear the same name as the street from which they emanate. The applicants and/or their engineer shall contact Tim Cain of the Department of Public Works regarding the appropriate street names to be indicated on the final plat.
- B. As required in the approval of the associated C.U.P., an overall drainage plan for subject property shall be submitted to the Flood Control Office for review and approval. No final plats shall be submitted until said drainage plan has been approved by the Flood Control Office.
- C. The applicants shall guarantee all drainage improvements associated with the plat.
- D. The applicants shall guarantee the installation of sanitary sewer and city water to serve all lots being platted.
- E. The applicants shall guarantee the paving of all streets.
- F. The applicants' engineer shall provide to the City Engineer a cross section plan which shows the elevation and horizontal location of the sanitary sewers and storm sewers where they will cross the Cities Service pipeline or the Water Department main service line.
- G. The applicants shall guarantee the construction of accel-decel lanes along the west side of Meridian adjacent to the major entrances on Blocks H and G, as required by the C.U.P.
- H. The applicants shall guarantee the construction of sidewalks adjacent to both sides of all streets except the streets within Blocks I, J and K.
- I. The applicants shall submit a sidewalk plan with the final plats of Blocks I, J and K. Said plan shall be reviewed and approved by the Subdivision Committee prior to the final plats being forwarded to the Planning Commission.
- J. The submitted Homes Association, when it has been approved as to form and content and has been properly executed, shall be recorded with the final plat and a recorded copy furnished to the Planning Department prior to the issuance of any building permits.
- K. As required by the C.U.P., prior to issuance of any building permits on Lot 1, Block G, a traffic plan which shows locations of proposed buildings, parking areas, drives and circulation isles, shall be submitted to the Planning Department for review and approval.
- L. All utilities including telephone and electric, shall be installed underground.
- M. Any change in elevation or location or encasement of the Water Department main service line necessitated by this plat shall be at the sole expense of the applicant.

- N. The applicant shall contact Kansas Gas & Electric Company relative to relocation and/or abandonment of some existing service lines on subject property. A letter obtained from said company stating that satisfactory arrangements have been made for said relocation and/or abandonment, shall be submitted to the Planning Department.
- O. The Subdivision Committee recommends that sidewalks not be required adjacent to the cul-de-sac streets.
- P. A 10-foot wide utility easement shall be indicated on the fronts of all lots adjoining the lake area.
- Q. Requirements of a final plat (see pages 20-25, Part 4, Article 5 of the M.A.P.C. Subdivision Regulations).

The Acting Chairman declared a 5-minute recess.

- 9. S/D 76-111 - Revised Final Plat of STAR LUMBER COMPANY 5TH ADDITION, generally located on the west side of West Street just south of Maple Street.

NEWBY outlined the area on the map and stated that the applicant has now acquired another segment of land south that he wants to include in the Addition to permit more parking area. He recommend reapproval of the revised final plat.

BILL KORBBER, surveyor, was present to represent the applicant.

DEAN SELLERS, City Engineering, recommended that the applicant attempt to get an additional 10-foot easement from the adjacent property owner along the east side of the south leg of the plat and along the south line of the east portion of the plat.

ROBERT BLEVINS, Kansas Gas & Electric, questioned if there was an easement on Rich Addition that abuts this property. SELLERS stated no, this easement will take care of it.

MOTION: HENNESSY moved, BAYOUTH seconded (Savina absent) that the Subdivision Committee recommend to the Planning Commission that this plat be approved, subject to:

- A. The applicant's surveyor shall submit a copy of the closure computation to the Planning Department.
 - B. The applicant shall, by separate instrument, dedicate 10-foot easements adjacent to the south and east lines of the subject property as shown on the engineer's marked copy of the plat.
 - C. Recording of the plat within 30 days after approval by the Board of City Commissioners.
-

THE CITY OF WICHITA

OFFICE OF Director of Engineering

DATE March 29, 1983

1983
Linn
File

TO Staff Screening and Selection Committee

FROM R. W. Bruggeman, Director of Engineering

SUBJECT Engineering Services - The Moorings

Mr. C. Bill Bachman, President, MIBAC, Inc., has requested that the firm of Poe & Associates of Kansas, Inc. be employed by the City to prepare plans, specifications and estimate of cost for the construction of pavement, water, storm sewers and sanitary sewers for the development of a portion of The Moorings.

Please plan to attend a meeting at 1:30 P.M. Friday, April 1, 1983, in the Department of Engineering's large conference room for this purpose.

A copy of Mr. Bachman's letter is attached for your information.

RWB
R. W. Bruggeman
Director of Engineering

RWB:gr

Attachment

Staff Screening and Selection Committee

E. H. Denton, City Manager
John Dekker, Director of Law
Robert A. Lakin, Director of Planning ✓
Russell L. Brenner, Director of Administration

cc: Don Gisick, City Clerk

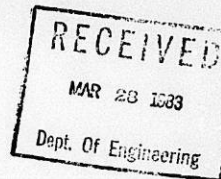
RECEIVED

MAR 29 1983

METROPOLITAN PLANNING
ROUTE RAL

*Bruggeman noted that Hilley Poe
Associates he selected to do the
engineering work on the balance
of Block 1 of the moorings. Powell
attended. 3-0 Bruggeman
Powell
Dallwitz*

Brenner arrived late



March 23, 1983

Mr. R. W. Bruggeman
Director of Engineering
City of Wichita
455 N. Main
Wichita, Kansas 67202

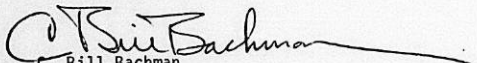
Re: Street, Water Service and Sewer Extensions in
The Moorings

Dear Mr. Bruggeman:

All of the engineering services which have been required for the construction of streets, drainage, water service, sewer extensions and platting have been provided for MIBAC, Inc. by Kenny Hill who is employed by Poe & Associates. I have asked Mr. Hill to submit a price for completion of the plans for the construction of streets, water and sewer lines which are required for the development of the remainder of block 1. These engineering costs are \$23,000.00, which are satisfactory to me.

I am requesting that you instruct Mr. Hill to prepare contracts between MIBAC, Inc., the City of Wichita and Poe & Associates which will allow these engineering costs to be spread as part of the special assessments for this project. I understand that these contracts normally require the developer to pay for these services if for some reason the project is not constructed.

Yours truly,


C. Bill Bachman
President, MIBAC, Inc.

RECEIVED

RECEIVED

THE CITY OF WICHITA

OFFICE OF

LAW DEPARTMENT

APR 17 1981

DATE

April 10, 1981

APR 15 1981

METROPOLITAN PLANNING

ROUTE

Dept. Of Engineering

TO Paul B. Graves, Chief Engineer

FROM Thomas R. Powell, Senior Assistant City Attorney

SUBJECT Sewage Pumping Station
and Force Main Serving
the Moorings

It is my understanding that sometime in 1977 the City acquired public easements for purposes of constructing, operating, maintaining and repairing sewer pipes and a sewer system. The easement was acquired for purposes of serving a development called the Moorings, that is located in the City of Wichita. The owner of the Moorings development, Mibac, Inc., entered into a private contract with a contractor to construct the force main and pump station in the public easement. Apparently, there was very little written communication between City officials and Mibac, Inc. company representatives as to the construction of the force main and pump station in public right-of-way. In any event, there was no official action taken by the governing body in relation to the construction of the force main and pumping station by a private entity. However, there is a letter signed by Dean Sellers, Assistant City Engineer, dated August 29, 1977, and addressed to Mibac, Inc., wherein it is mentioned that the force main and pumping station are to be built in public right-of-way, that it will be privately owned, and publicly maintained.

It is my further understanding that the force main and pumping station are not being operated at full capacity at present, but will be operated at full capacity when the area owned by Mibac, Inc., which the force main and pumping station were designed to serve, is fully developed. It is also my understanding that requests to hook up to the line have been received from developers who are attempting to develop land that abuts or is near the force main line that was constructed by Mibac, Inc.

The question presented is whether or not the force main and pumping station, which are located on public property, were privately constructed, and are being publicly maintained is a public or private sewer and, if it is a public sewer, does the City have a right to allow hook-ups to the line to occur that are outside the area the force main and pumping station were designed to serve.

In relation to the first question posed, in spite of the Assistant City Engineer's letter to Mibac, Inc., the force main and pumping station is a public facility. In acquiring a right to an easement, the City does not acquire all rights to the land lying within the easement. When the City acquires an easement such

Paul B. Graves
April 10, 1981
Page 2

as was acquired in the case at hand, the City's right to use the easement is limited to a public use and the City has no right to grant a private individual a right to use the easement for private purposes. In the case at hand, the force main and pumping station that were constructed are located in a public easement and is being publicly maintained. Therefore, the sewer facility, once it was constructed and installed, became a public facility.

The next question is whether or not the City can allow hook-ups of the sewer to land that is outside the area the force main line and pumping station were designed to serve. In this regard, the force main line and pumping station that is in place was paid for 100% by the owners of land that the system was designed to serve. Therefore, in essence, the land owned by Mibac, Inc. has paid a full assessment to the City for sewer service. Thus, unless the City is in a position to provide sewer service to Mibac, Inc. from another source, at no cost, the City cannot allow the force main line and pumping station to be used by others if it would result in a situation where all of the land owned by Mibac, Inc., once it is developed, could not use the sewer system. The use of the force main and pumping station by hooking up additional land would be permissible as long as the ability of Mibac, Inc. to use the sewer system is not affected.

Thomas R. Powell

Thomas R. Powell
Senior Assistant City Attorney

TRP:cdh

cc: John Dekker, Director of Law

*What land
is this?
Is the right
designated as
sewer only
then?*

February 20, 1981

Paul Graves, Chief Engineer

Robert A. Lakin, Director of Planning

Sewage Lift Station and Force Main - The Mooring's Addition
(Harley Miles)

In response to your memorandum of February 10, 1981, on the above subject, I've had staff again review the plat case file and associated minutes of related hearings. Our file has nothing about the lift station and force main except a copy of the letter of credit by which they guaranteed construction -- \$115,000. This guarantee was released on April 16, 1980, upon the advice of City Engineering that the required improvements were constructed.

The Subdivision Committee minutes have no discussion of this matter except to say that the lift station will be required and that sanitary sewers need to be guaranteed (mentioned by planning staff when the preliminary plat was reviewed).

During the final plat review, planning staff advised that the sanitary sewer should be guaranteed and that there was some question of how the sewer lift station would be financed. No explanatory comment from City Engineering is reflected in the minutes. The platting engineer stated that sanitary sewers would be petitioned.

Items 2 and 3 of Tom Powell's memo will need to be provided by City Engineering. There is nothing else either in the file or the minutes that would seem beneficial to this subject.

Robert A. Lakin
Director of Planning

RAL:bh

90
THE CITY OF WICHITA
OFFICE OF Chief Engineer

DATE February 10, 1981

TO Robert Lakin, Director of Planning
Don Gisick, City Clerk

FROM Paul B. Graves, Chief Engineer

SUBJECT Sewage Lift Station and Force Main -
The Mooring's Addition (Harley Miles)

The Department of law has requested certain information to be documented regarding the above subject.

Will you please have your files researched and return to us copies of any related information. If your files do not have any information, please so advise.

The Law Department's memo of February 5, 1981 is attached for your review.

Paul B. Graves
Paul B. Graves
Chief Engineer

PBG:gr

cc: Tom Powell, Senior Assistant City Attorney
Don Schneider
Mike Lindebak

Handle

APPROVED:

R. W. Bruggeman
R. W. Bruggeman, Director of Engineering

RECEIVED

FEB 13 1981
METROPOLITAN PLANNING
ROUTE _____

THE CITY OF WICHITA

OFFICE OF

LAW DEPARTMENT

DATE

February 5, 1981

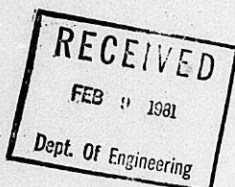
TO Paul B. Graves, Chief Engineer
FROM Thomas R. Powell, Senior Assistant City Attorney

SUBJECT Sewage Lift Station and
Force Main - The Mooring's
Addition (Harley Miles)

Before the question you raise in your memorandum concerning the above-stated subject matter can be answered, it will be necessary to obtain additional information. In this regard, I would request that you obtain the following additional information:

1. Any and all documentation, correspondence, etc., that is contained in either City Engineering files or City Clerk files or elsewhere involving the building of the sewage lift station and force main in public right-of-way. This should include any correspondence or documents signed by Mr. Miles.
2. An aerial photograph or some other type of map which locates Mr. Miles' land and which also locates the lift station and the force main that was installed by Mr. Miles. This map should also include reference to any land that might be potentially hooked up to the Miles lift station and force main. It would also be helpful to have the location of land where the developer has asked to be hooked up to the Miles lift station and/or force main.
3. An engineering opinion as to whether additional hook-ups to the force main or to the sewage lift station would limit Mr. Miles' present use or future planned use of the sewage lift station and force main.

When this information has been gathered, I would suggest that a meeting be called involving all persons within City staff who might have an interest or information in this matter.



TRP:cdh

Thomas R. Powell

Thomas R. Powell
Senior Assistant City Attorney

THE CITY OF WICHITA

OFFICE OF ENGINEERING DEPARTMENT
Design

DATE December 30, 1980

TO Tom Powell, Law Department
FROM Paul B. Graves, Chief Engineer

SUBJECT Sewage Lift Station and Force Main -
The Mooring's Addition (Harley Miles)

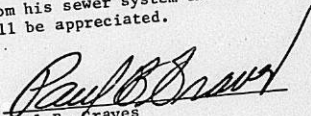
During the development of this subdivision, one of the requirements was that the Applicant and/or Developer was to provide for disposal of sewage by means of a lift station and force main. This was accomplished by private contract utilizing private engineering services with all of the installation being accomplished within the public right-of-way and/or easements. The Developer paid all costs of the installation and upon completion of the lift station and force main it was apparently "turned over" to the City for operation and maintenance.

The question is "Does the City of Wichita own this facility?" or "Does the Developer still own the facility?"


Additional land development is occurring in this area and it appears that one way of providing sewer service is to utilize the facility as provided by the first Developer, Mr. Miles. Do we, the City, have any obligation to the Developer, Mr. Miles, or can we proceed to do with the facility as the City deems necessary? It is my understanding that Mr. Miles has been reported as indicating that no one would obtain a "free ride" from his sewer system that he paid for. Your earliest response will be appreciated.

RECEIVED

JAN 05 1981
METROPOLITAN PLANNING
ROUTE _____


Paul B. Graves
Chief Engineer

APPROVED:


R. W. Bruggeman
Director of Engineering

PBG:gf

cc: Mike Lindebak, Program Development Engineer
Darrell Brewer, Superintendent of Sewer Maintenance
Robert Lakin, Director of Planning Department
Jack Galbraith, Chief Planner

WICHITA-SEDGWICK COUNTY

DATE

April 16, 1980

METROPOLITAN AREA PLANNING DEPARTMENT

TO Donald C. Gisick, City Clerk
 FROM Louise Olivarez, Senior Planner
 SUBJECT Release of expired letters of credit associated with plats.

Listed below are sixteen letters of credit which may be released at the request of the purchasers or the banks. The improvements guaranteed by these letters of credit have all been completed.

<u>Plat</u>	<u>Purchaser</u>	<u>Bank</u>	<u>Amount</u>	<u>Improvement</u>
S/D 73-30 Woodlawn Place	Fidelity Dev., Inc.	Fidelity Inv. Co.	\$ 94,000	drainage ditch
S/D 73-30 Woodlawn Place	Fidelity Dev., Inc.	Fidelity Inv. Co.	20,700	water line
S/D 75-53 The Park	The Park	Union National	100,000	lift station & force main
S/D 75-99 Pheasant Run Addition	Carson & Sproul	Central State	4,500	sidewalks
S/D 76-14 Stevens-Ryan Addition	James H. Stevens & Thomas J. Ryan	Boulevard	1,300	construct side walk & close driveway
S/D 76-81 Walenta 2nd Addition	Donald J. Walenta	Central State	7,000	sidewalks - sanitary sewer
S/D 76-92 Caro 4th Addition	Alfred A. Caro	First National	2,000	sidewalk
S/D 76-92 Caro 4th Addition	Alfred A. Caro	First National	12,500	sewer
<u>S/D 76-125 The Moorings</u>	MTBAC, Inc.	United American	115,000	pumping static and force main
S/D 77-21 Jack Russell Addition	Jack U. Russell	Southwest National	1,000	sidewalk
S/D 77-34 Fields & Pate Addition	Pate Construction	Fourth National	2,200	sidewalks
S/D 77-53 Roann Add	Roe Messner	Fourth National	17,250	pave Mt. Carmel
S/D 77-83 Woodchuck Villas	P.E.C.,P.A.	First National	24,910	sanitary sewer
S/D 77-92 Cross Town East	M.K. Gentry & Vernon J. Jacobs	Fourth National	8,000	sanitary sewer
S/D 77-103 Maple Gardens	E.E. Kardatzke	National Bk. of Wichita	21,000	water
S/D 77-103 Maple Gardens	E.E. Kardatzke	National Bk. of Wichita	42,000	sanitary sewer

STATE OF KANSAS
 SEDGWICK COUNTY
 FILED FOR RECORD AT
 ... 3... 11.11

NOV 2 1977

DECLARATION OF COVENANTS AND THE MOORINGS, RESTRICTIONS OF ADDITION TO SEDGWICK COUNTY, KANSAS

NO. 3 56507

BETTE F. McCART
 REGISTER OF DEEDS

*Sat Kettler
 Deputy*

MIBAC, INCORPORATED, hereinafter referred to as "DECLARANT" being the owner of that certain real property subject to the Declaration, DOES HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DOES HEREBY DECLARE, FIX AND ESTABLISH the covenants, conditions, restrictions, leins and charges upon and subject to which all of the property subject to this Declaration, and all part or portions thereof, improvements thereon and interests therein, shall be held, used, occupied, leased, subleased or otherwise transferred; all of which are for the benefit of said property and each person having any interest therein as owner or lessee or sublessee; and the same and each of them shall inure to and be binding upon each and every successive successor in interest of each such person, and the same and each of same is hereby imposed upon said property as a servitude in favor thereof and interest therein as the dominant tenement or tenements,

ARTICLE I

PROPERTY DESCRIPTION: The property subject to this Declaration hereinbefore and hereinafter referred to as "subject property" is situated in the County of Sedgwick, State of Kansas, and is particulary described as follows:

THE MOORINGS, Addition to Sedgwick County, Kansas.

ARTICLE II

DEFINITIONS: Unless the context clearly indicates a different meaning thereof, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same may be used) shall be deemed to mean and shall be defined as hereinafter in this Article II set forth:

ARTICLES OF INCORPORATION AND BY-LAWS: Articles of Incorporation or By-Laws, as the case may be, of the Association as the same may be amended from time to time.

ASSOCIATION: The Moorings Home Owners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described. Wherever "The Moorings Homeowners Association", or just "Association" is mentioned, it is explicitly understood that the Developer, MIBAC, INC. shall exercise control over The Homeowners Association and/or The Architectural Committee until 80% of the lots are developed or sold. The Homeowners Association shall elect the Architectural Committee after said 80% development or sales of lots. All water areas and/or common areas shall remain the property of MIBAC, Inc. until 80% of said development or sales of lots.

COMMUNITY FACILITIES: All facilities placed or erected on a community area and all facilities serving more than one residence site or one owner and including drives, walks, parking areas, sewers, electrical, water, gas, television, and telephone services and fixtures, storage and equipment areas or enclosures, parks, open spaces, planted and landscaped areas, sprinkling systems, lake pump and recreation areas, plus docks, water equipment, commonly owned boats and maintenance equipment -- but not confined to the above only.

*Mibac, Inc. - Land Developers
 1901 Street 13th
 67213*

13.00

PROPERTY OWNERS AND TENANTS SHALL HAVE THE USE OF WATER AREAS OR COMMON AREAS UNDER THE FOLLOWING USE REGULATIONS

OWNER:

Any person or persons who own a residence site in fee simple in any part of THE MOORINGS, Sedgwick County, Kansas, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

TENANT:

Any person leasing or renting from an Owner.

COMMUNITY OR COMMON AREAS:

LAND: Referred to as open space.

WATER AREAS: May be used by property owners and tenants living in THE MOORINGS properties for the purposes of sailing, rowing or paddling of boats. No high speed power boats, or any power boat not specifically licensed by the Association shall be allowed on the water area. Docks may protrude 4 feet into water area, but not more, and in no case shall any pollution of water occur as a result of use by owner or tenant. No owner or tenant may cause the water to be polluted by draining chemicals or organic fertilizers into the water areas. No gasoline or petroleum motor driven boats may be used unless specifically licensed by THE MOORINGS PROPERTY OWNERS ASSOCIATION for the welfare or safety of residents, or for repairs and maintenance of banks, electrical, etc. Low speed water taxis may be licensed by The Association, or provided by The Association--but shall be controlled in their use by The Association.

ARTICLE III

OCCUPANCY:
Conduct:

An owner or his tenant shall not interfere with the rights of other owners, The Association, or the Declarant, nor intentionally or unintentionally, annoy any of such or any of the occupants of subject property by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

An owner or his tenant shall obey and comply with all public laws, ordinances, rules and regulations and ground rules now or hereafter promulgated as provided for in this Declaration.

No owner or his tenant shall do or allow to be done any act which causes, or threatens to cause any damage, encroachment, or disrepair to the subject property community facilities, or the residence site of any other owner. No owner shall do, allow or cause water areas pollution to occur, nor contribute in acts upon said water areas which endanger others.

ARTICLE IV

RESTRICTIVE COVENANTS: The subject property shall be used and occupied for residential purposes only, except areas marked and zoned commercial.

Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and in the common areas. Dogs and other animals shall not be allowed to trespass in or on common areas or water.

There shall not be any external television or radio antennas erected, and no owner shall erect any structures, either permanent or temporary, upon any of the common areas.

No automobile, truck, motorcycle, motorbike, boat, housetrailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common area, driveways or upon residential streets.

Motor scooters, mini trail bikes, or similar vehicles shall be operated for transportation only and no joy riding on the streets or lot premises shall be allowed.

Those garage doors which are allowed to face on a street shall be kept closed at all times when not necessary for the purpose of ingress or maintenance.

No trailer, basement, tent, shack, garage, barn or other out-building erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used, second hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land.

No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals. Household pets may not exceed 2 animals.

No signs, advertisement, billboard or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Oil drilling, oil development, operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, or in any common area to all building sites, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any of the building sites covered by these covenants, or in any area common to all building sites. Fuel oil storage tanks as a part of the heating equipment of a detached single family dwelling shall be permitted only if located underground.

THE MOORINGS HOMEOWNER ASSOCIATION shall also have the right to enforce the restrictive covenants set out herein.

ARTICLE V

ASSOCIATION: Powers and Duties:

THE MOORINGS HOMEOWNERS ASSOCIATION of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

MIBAC, INC. shall carry out all of the duties and powers herein delegated to the Association in regard to each particular platted area until at least eighty (80) per cent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with these Declarations of Covenants and Restrictions of development as aforesaid, such platted area shall be turned over to the Association which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided however that MIBAC, INC. may at its option at any time turn the management of any platted area over to the Association. The Association and MIBAC, INC. shall cooperate fully in the management of all areas.

MIBAC, INC. shall maintain, develop and manage all unsold portions of the property at its sole cost and the Association shall not levy any assessment against MIBAC, INC. for any reason.

The Association shall own and maintain the common areas, reserves and access easements.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out.

ASSOCIATION:
Operations and
Expenses:

The Association shall establish such committees as may be provided for in its By-laws, shall engage a manager, secretaries, engineers, auditors, legal counsel, and other employees or consultants as may be reasonable necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay all other expenses necessary or incidental to the conduct or carrying on of its business.

ASSOCIATION:
Enforcement:

The Association may engage a professional management firm and turn over to such firm any duties required by its Charter and By-laws and this Declaration, or may contract with others to perform such duties or any part thereof. The Association shall have the duty to enforce each and every of the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of such action or other enforcement procedure.

The Association by three-fourths vote of the Board of Directors shall have the power to levy fines up to and including Five Hundred Dollars (\$500.00) against any Owner who has breached or threatens to breach any of the provisions of this Declaration or By-laws of the Association. Owners shall be responsible for their tenants.

ASSOCIATION:
Taxes and Assessments:

Each Owner shall be obligated to pay the taxes or assessments assessed by the County Assessor against his own residence site, or personal property.

ARTICLE VI

ASSESSMENTS AND LIENS:
General Assessments:

Each Owner shall pay to the Association, the assessments which shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of the property. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

ASSESSMENTS AND LIENS:
Basis and Operating
Fund:

All general assessments shall be made against each Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners.

Each new Owner and MIBAC, INC. shall pay an original charge of Seventy-five Dollars (\$75.00) to the Association to be used as an operating fund for the Association.

ASSESSMENTS AND LIENS:
Special Assessments:

The Association may, from time to time, at a regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against each residence site for the operation of the Association and the operation, maintenance, care and improvement of such property. In addition, the Association shall have the authority to establish and fix a special assessment on any residence site to secure the liability of the Owner of such residence site to the Association for any breach by such Owner or any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessment shall be payable in full on the first day of the second calendar month next following the date that the same shall be

established by the Association and shall thereafter bear interest until paid in full at a rate to be established by the Association Board of Directors.

**ASSESSMENTS AND LIENS:
Collection and
Expenditures:**

The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may in addition to such assessments charge and assess costs (including reasonable attorney fees) and penalties and interest for the late payment or non-payment thereof. The Association shall have the authority to expend all moneys collected from such assessments, costs, penalties, and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association and provided for in this Declaration and in the Articles of Incorporation and By-laws of the Association.

**ASSESSMENTS AND LIENS:
Delinquency:**

Thirty (30) days after any general or special charge and assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied.

**ASSESSMENTS AND LIENS:
Notice of Delinquency:**

At any time after general or special charge and assessment against any residence site has become a lien and delinquent, the Association may record a Notice of Delinquency as to such residence site, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the residence site against which the same has been assessed, and the name of the record or reputed record owner thereof and such notice shall be signed by an officer of the Association.

Upon payment or other satisfaction of said assessment, interest, penalties and costs in connection of which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

**ASSESSMENTS AND LIENS:
Enforcement of Liens:**

Each lien established pursuant to the provisions of this Declaration by the recording of a Notice of Delinquency as hereinabove provided, may be foreclosed as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorney's fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

**ASSESSMENTS AND LIENS:
Reservation of Liens:**

Declarant, as to the property covered by this Declaration and each residence site embraced therein, has established and does hereby establish, reserve and impose a lien thereon securing each assessment provided by this Declaration, together with said costs, penalties and interest, and Declarant does hereby assign to the Association the right to collect and enforce the collection of the same in accordance with and subject to the limitations contained in each of the provisions of this Declaration.

**ASSESSMENTS AND LIENS:
Subordination to
Mortgages:**

Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to any valid bona fide mortgage (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any residence site purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

ARTICLE VII

REPAIR AND RESTORATION: Should any community facilities or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association, shall be responsible for the cost and expense or repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property.

REPAIR AND RESTORATION: The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties, and in that event all insurance proceeds collected and any additional amount of cost and expense in excess thereof shall be paid over to the Association to be used by or to reimburse it for such repair or restoration.

REPAIR AND RESTORATION: No work provided for in this Article or elsewhere in this Declaration shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having jurisdiction of the work.

ARTICLE VIII

EASEMENTS: There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective interest shall obtain, the easements and rights of way as particularly identified in this Article.

EASEMENTS: MIBAC, INC. specifically reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement and right-of-way over the common area, for the purpose of constructing, maintaining, repairing, replacing, and rebuilding underground pipe lines, drains and/or mains for the purpose of conveying gas, water, and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the location of said pipes, drains, and/or mains; provided, however, the subject property is at all times to be replaced in its original state at the expense of the Declarant, his successors and assigns, for the purpose of developing all residence sites located upon subject property and any contiguous and adjacent property to be developed at a later time. This easement is not intended to be exclusive and it is not intended to prohibit or restrain the owners of the subject property to use the land for their benefit.

MIBAC, INC. or its Designate may use such easements for the purposes necessary to construct, erect and maintain public utilities for the benefit of such property.

ARTICLE IX

OFF STREET PARKING: Each residence site upon which a dwelling is constructed shall contain a minimum of three suitable surfaced parking spaces, such parking spaces shall be off-street and shall be on the dwelling site either connected to or a part of the driveway from the street. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.

ARTICLE X

ARCHITECTURAL CONTROL
COMMITTEE:

It is understood that MIBAC, INC. (the Developer) intends to exercise rigid controls in the development of THE MOORINGS, and any statement made inferring or implying the transfer of architectural control, or the full control of water areas, or common areas, whether it be landscaping or other use, or the control of improvements thereon, shall in no way diminish or obscure MIBAC, INC. control until 80% development or sales is complete. Only upon 80% development will THE MOORINGS Property Owners Association assume control of architecture or common water and recreational areas.

No dwelling outbuilding, landscaping, fencing, or improvement shall be erected, placed, altered, or permitted to remain on any premises in said development, until the building or other improvements, plans, specifications and any plats showing the location of such improvement on the particular building site have been submitted to and approved in writing as to the external design and as to the location of improvements with respect to topography, grade and finished ground elevation by a committee composed of the Architectural Committee.

Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members, thereof, shall be binding upon all parties. The Architectural Control Committee shall have the power to regulate the distance between improvements on adjoining residence sites in order that no residence shall be closer than sixteen (16) feet to any other residence, and also to control the minimum size of the structure to be erected on any building site. No house shall be placed closer than eight (8) feet to any side lot line. Provided, however, that the Declarant's Board of Directors may at any time at its option delegate the authority herein contained.

Provided, however, that if the Architectural Control Committee does not approve or reject the designation and location within thirty (30) days as above set out, that the owner or his agent shall notify one of the Architectural Control Committee members of his intention to commence construction on the plans submitted by delivering such notice to such member at least forty eight (48) hours before such construction is commenced.

Provided further that neither said Committee nor the Declarant shall be liable in damages to anyone so submitting plans for approval, for failure or neglect to approve the same. In event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said committee, this covenant will be deemed to have been fully complied with. If construction or alteration or improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment, or alteration of such improvements, or bring mandatory injunctions to require the removal thereof.

ARTICLE XI

MISCELLANEOUS:
Acceptance of Pro-
visions by Grantee:

The Association and each grantee hereafter of any part or portion of the property covered by this Declaration and any purchaser under any grant contract of sale or any leasee under any lease covering any part or portion of such property, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

**MISCELLANEOUS:
Interpretations of
Restrictions:**

In interpreting and applying the provisions of this Declaration they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners of said property. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants, or other agreements, between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then in that case the provisions of this Declaration shall control.

**MISCELLANEOUS:
Construction and
Validity of
Restrictions:**

All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

**MISCELLANEOUS:
Assignment of Powers:**

Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed, or released by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein. In a like manner and for a like term, such powers and duties may be assigned to THE MOORINGS Property Owners Association.

**MISCELLANEOUS:
Waiver and Exceptions:**

The failure by the Association or of Declarant or of any Owner of any residence site included in said property or any other person, to enforce any of the restrictions, conditions, covenants, reservation, liens or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

**MISCELLANEOUS:
Titles:**

All titles used in this Declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them affect that which is set forth in this Article, section or subsection nor any of the terms or provisions of this Declaration nor the meaning thereof.

**MISCELLANEOUS:
Singular and Plural
Masculine and
Feminine:**

The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

**MISCELLANEOUS:
Successors in
Interest:**

Reference herein to either the Association or Declarant shall include each successor to the affairs as such, and each such successor shall succeed to the rights, powers and authority hereunder of such to whose affairs it succeeds.

**MISCELLANEOUS:
Amendments:**

These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of fifty (50) years from the date hereof. No modification, repeal or amendments of this Declaration shall be effective or binding upon any party or upon any real property subject hereto or benefited hereby unless an instrument in writing shall be duly recorded and unless it be executed by the Association and by not less than eighty (80) percent of the property owners.

MAINTENANCE OF
COMMON AREAS:

Declarant further covenants that the areas specifically referred to as water and open space in said Plat of THE MOORINGS shall be owned by MIBAC, INC. until such time as eighty (80) percent of the lots are sold or developed and at that time shall be deeded to THE MOORINGS HOME OWNERS ASSOCIATION of the State of Kansas, and that such areas shall be landscaped and maintained by the said MIBAC, INC. or THE MOORINGS HOME OWNERS ASSOCIATION (After 80% development), and that the expense of the same shall be raised by special assessments levied by The Home Owners Association as hereinbefore set out.

LAKE PUMP:

MIBAC, INC. shall install at MIBAC'S expense a pump for the purpose of maintaining the lake at a maximum water level of 140.0 (City Datum) during periods of excessive rains and high water table. Said pump shall become the property of The Home Owners Association and shall be maintained by THE MOORING HOME OWNERS ASSOCIATION along with other common areas and common property.

If THE MOORING HOME OWNERS ASSOCIATION fails to maintain the water level in the lake as above stated, the City of Wichita may construct improvements to assure that the water level is maintained and assess the costs for these improvements to THE MOORING HOME OWNERS ASSOCIATION.

In witness whereof MIBAC, INC. has caused this Declaration to be executed this 10th day of August, 1977.

MIBAC, INC.

By



C. Bill Bachman, President

ATTEST:



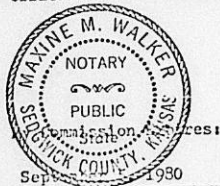
Secretary

STATE OF KANSAS }
SEDGWICK COUNTY }

ss:

BE IT REMEMBERED that on this 10th day of August, 1977, before me, the undersigned a Notary Public in and for the county and state aforesaid, came C. Bill Bachman, President of MIBAC, 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.



Maxine M. Walker
Notary Public

November 7, 1977

Donald C. Gisick, City Clerk

Jack H. Galbraith, Chief Planner

Z-1825 - Zone change from "AA" to "LC";
DP-78 - Moorings C.U.P.; and
✓ S/D 76-125 - The Moorings

At the regular meeting of the Board of City Commissioners on August 24, 1976, the above captioned request for zone change was considered and approved, and the City Clerk was instructed to withhold publication of the ordinance effectuating the zone change until such time as the plat had been recorded. The associated plat was approved by the Board of City Commissioners on October 11, 1977.

This is to advise you that the final plat of The Moorings Addition was recorded with the Register of Deeds on November 2, 1977 and, therefore, the ordinance effectuating the zone change may now be published.

Jack H. Galbraith
Chief Planner

JHG:e1

ACKNOWLEDGEMENT

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

We, V. Harley Miles and Ro Jean Miles, owners of
(give name of proposed plat, if appropriate) _____

The Moorings

do hereby acknowledge that in accordance with the sidewalk policy of the City of Wichita, construction of sidewalks is required on the following streets within the addition:

1. Bentbay
2. Baja
3. Timbercreek
4. Milro
5. Cobblestone
6. Keywest

This is to place on notice all owners of lots and subsequent owners thereof within said addition that as a result of the above cited policy, said owners and subsequent owners thereof are responsible for seeing that sidewalks are installed or guaranteed by cash or other acceptable financial means as a precondition of the issuance of a building permit for all development occurring on lots or portions there of within The Moorings

_____ Addition.

Signed this 26th day of October, 19 77.

V. Harley Miles
Ro Jean Miles



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

Be it remembered that on this 26th day of October, 19 77, before me, a notary public in and for said County and State, came V. Harley Miles, to me personally known to be the same person 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 notorial seal the day and year above written.

M. Carl Fenech
Notary Public

My Commission Expires:

Oct. 20, 80

October 17, 1977

The Board of City Commissioners

Robert A. Lakin, Director of Planning

S/D 76-125 - The Moorings - Sidewalk requirements.

We are in receipt of a letter from Mr. Harley Miles requesting that the sidewalk requirements for the above referred to plat be reconsidered by the governing body. The Moorings plat was approved by the City Commission on October 11, 1977 with sidewalks being required on both sides of all new streets at the time building permits are issued, which is in accordance with the newly adopted sidewalk policy.

The Moorings plat, when considered by the Metropolitan Area Planning Commission Subdivision Committee on March 10, 1977 and by the Planning Commission on March 17, 1977, was recommended for approval subject to sidewalks not being required on the cul-de-sac streets. The new sidewalk policy was subsequently adopted and the plat was forwarded to the governing body with the sidewalk requirement in accordance with the new policy.

The reconsideration of this plat is scheduled for your agenda of October 25, 1977.

Robert A. Lakin
Director of Planning

RAL:CLN:e1

cc: E. H. Denton, City Manager
Ray Bruggeman, Director of Public Works
Dick Linn, City Engineer

October 14, 1977

Jack H. Galbraith, Chief Planner
Metropolitan Area Planning Dept.
Wichita-Sedgwick County
455 N. Main
Wichita, KS 67202

Re: Sidewalk Construction Guarantees
at The Moorings

Dear Mr. Galbraith:

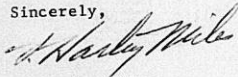
I received a letter dated March 14, 1977 from MAPD stating that the Sub-Division Committee recommended The Moorings for approval subject to the conditions listed in the letter.

Item B stated that "The applicant shall guarantee the construction of sidewalks adjacent to all streets except the cul-de-sac streets as recommended by the Sub-Division Committee. The Planning Department encourages that sidewalks will be required adjacent to all streets". In the Sub-Division Commission meeting, this was discussed at length and at that time, I was told that sidewalks would not be required on cul-de-sac streets.

A letter from you dated March 17, 1977 stated that the Planning Commission approved the Plat "subject to the conditions stated in our letter of March 14, 1977". The sidewalk petitions were prepared and submitted to the Planning Department for your review. The Planning Department approved the petitions as submitted which did not include the sidewalks around the cul-de-sac streets. At the time we submitted the final Plat, we asked to be notified if there were any problems that would hold up the Plat for recording. In the six weeks or so that followed, we were not notified. The Plat was submitted to the City Commissioners on October 11, 1977 and approved. I was told I could pick up the Plat for recording on October 13, 1977.

I want to know why you decided one day before the Plat was to be returned to me for recording that you were going to require sidewalks on all streets before you would release the Plat. Does the Planning Department abide by the decisions set by the City Commission or do you make your own decisions? I want this Plat released for recording as approved or I want you to get this before the City Commissioners for their decision at their next meeting. If it takes another meeting, I want to be notified of it in advance.

Sincerely,



V. Harley Miles

VHM/bjk



RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 76-125 Name THE MOORINGS
Application & Sketch Filed: 12-6-76
Preliminary Plat Filed: 12-6-76 Approved by S/D: 12-16-76
Final Plat Filed: 2-28-77 Approved by S/D: 3-10-77
Approved by Metropolitan Area Planning Commission: 3-17-77

DESCRIPTION

General Location: West side of Meridian between 42nd Street North
and 49th Street North.

Surveyor or Engineer: Reiss and Goodness Engineers
Owner: V. Harley Miles
Address: 4852 N. Meridian 67204

- | | | |
|---|-------------------------|-----------------------|
| 1. Gross Acreage of Plat <u>70</u> | 6. Access Control | |
| 2. Number of Lots: | St. <u>Meridian</u> | No. Openings <u>3</u> |
| Residential <u>139</u> | St. _____ | No. Openings _____ |
| Commercial <u>3</u> | St. _____ | No. Openings _____ |
| Industrial _____ | 7. Req'd Improvements | |
| Other _____ | St. Paving <u>reqd.</u> | Water <u>reqd.</u> |
| Total Number of Lots: <u>142</u> | Sidewalk <u>reqd.</u> | Drainage <u>reqd.</u> |
| 3. Minimum Lot Area: <u>0.10</u> Acres | Sewer <u>reqd.</u> | Other _____ |
| 4. Existing Zoning <u>AA & LC</u> | | |
| 5. Special Problems Discussed <u>none</u> | | |

Valid petitions have been submitted guaranteeing the extension of sanitary sewer and city water to serve all lots, storm sewer, street paving and accel-decel lanes. An irrevocable letter of credit has been submitted guaranteeing installation of a sanitary sewer pump station and forced main. A certificate has been submitted certifying the petitions

Planning Commission Recommendation:

That this plat be approved subject to:

- A. The applicant submitting a contingent drainage dedication to provide for a future drainage easement east of Meridian.
- B. The applicant submitting restrictive covenants which shall contain provisions for a Homes Association agreement to provide for the improvement and continued maintenance of the lake area, parking areas, recreational areas and other nonpublic common open areas.
- C. Recording of the plat within 30 days after approval by the Board of City Commissioners.

KAMEN moved, BAYOUTH seconded and it carried unanimously. BARRIER, HENNESSY, GOEBEL and TAYLOR were absent.

NOTE: Associated cases DP-78, the Moorings, residential and commercial Community Unit Plan and Z-1825, "AA" to "LC" have been approved by the Board of City Commissioners subject to platting.

ACTION: Receive and file the irrevocable letter of credit, accept the contingent dedication, approve the petitions and instruct the Director of Law to prepare the necessary resolutions, and instruct the City Clerk to file the restrictive covenants, contingent dedication and certificate with the Register of Deeds, the publication and filing costs of which shall be billed to the applicant; and approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

CERTIFICATE

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

I, V. Harley Miles, owner of
(give name of proposed plat, if appropriate) The Moorings

do hereby certify that petitions for the following improvements
have been submitted to the Board of Commissioners of the City of
Wichita, Kansas:

- ~~1. SIDEWALKS~~
2. STREETS
3. STORM SEWER
4. SANITARY SEWER
5. ACCELERATION - DECELERATION LANE
6. WATER MAINS
- 7.

As a result of the above-mentioned petitions for
improvements, lots or portions thereof within The Moorings
Addition may be subject to special
assessments assessed thereto for the cost of constructing the
above-described improvements.

Signed this 14 day of 7, 1977.

V. Harley Miles
Robert Miles

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

Be it remembered that on this 14th day of JULY,
1977, before me, a notary public in and for said County and State,
came V. Harley + Robert Miles, to me personally
known to be the same person 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.

Paul Buchman
Notary Public

My Commission Expires:

8/24/77

IRREVOCABLE LETTER OF CREDIT

UNITED AMERICAN BANK & TRUST COMPANY
(Name of bank)

Date: August 31, 1977

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 115,000.00 for the account of MIBAC, INC.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before March 17, 1979
(Insert date two years from MAPC approval of plat)

1. Sewage Pumping Station Serving Said Addition.
2. A 4" PVC Plastic Force Main from Said Addition to 37th and Arkansas.
- 3.

in The Moorings, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under UNITED AMERICAN BANK & TRUST COMPANY, Credit No. 129, dated August 31, 1977
(Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before May 17, 1979.



Very truly yours,

UNITED AMERICAN BANK & TRUST COMPANY
(Name of bank)

By: Leland F. Johnson
(Authorized signature)
Leland F. Johnson, President

CONTINGENT DRAINAGE DEDICATION

WHEREAS Miles Sand, Inc.

own property in the SW1/4 of Section 19, T-26-S, R-1-E of the 6th Principal Meridian, Sedgwick County, Kansas, on which Conditional Use permits were granted for sand pit purposes as CU-129 and CU-157; and,

WHEREAS, as a condition of subdividing land in Sections 24 and 25, T-26-S, R-1-W as "The Moorings" said owner_ are being asked to dedicate a DRAINAGE EASEMENT across a portion of said CU-129 described as follows:

A tract of land in the SW1/4 Section 19, T-26-S, R-1-E of the 6th P.M. Sedgwick County, Kansas described as beginning at the NW corner of said SW1/4; thence east along the north line of said SW1/4 115'; thence southeasterly at a deflection angle right of 42°30' to the edge of water of an existing sand pit; thence southwesterly with a deflection angle to the right 90°00' 90'; thence northwesterly with a deflection angle to the right 90° to a point that is 115' south and 95' east of the NW corner of said SW1/4; thence west 95' to a point on the west line of said SW1/4 thence north 115' to the point of beginning; and,

WHEREAS, said owner_ agree to provide said Drainage Easement and to permit the public to transport storm water from the approximate 2000 acre contributing area along said easement and to discharge it into the sandpit-lake located in said SW1/4 of Section 19 but said easement and permission be effective only in the event of certain contingencies hereinafter specified.

NOW THEREFORE, Miles Sand, Inc.

do_ hereby dedicate to the public for drainage purposes the property hereinabove set forth; but the right of the public and the City of Wichita and the Board of Commissioners of Sedgwick County, Kansas to make use thereof for drainage purposes shall be conditioned on the following:

- 1) An appropriate governing body shall install a culvert across Meridian Avenue whose discharge would be directed into said drainage easement, and
- 2) An appropriate governing body shall construct on said drainage easement a trapezoidal shaped concrete lined canal 35 feet wide at the bottom with 1.5 horizontal to 1 vertical side slopes which extend up the sides to a vertical height 2 feet above the bottom, such canal extending from the discharge end of the culvert described above to the south edge of the residential parcels set out on the redevelopment plan for CU-129 filed with the Wichita-Sedgwick County Metropolitan Area Planning Department December 3, 1973, said distance being approximately 290 feet, and
- 3) An appropriate governing body shall construct a bridge or culvert across said canal at the location crossed by the residential street as set out on the redevelopment plan for CU-129 subject to an appropriate plat or street be approved or dedicated, and
- 4) Items 1, 2 and 3 shall be constructed without cost to grantor_ or assessment of cost to lands owned by grantor_ or lands being subdivided as "The Moorings".

It is understood that upon the action of the governing body by contract or resolution to provide the above described facilities, that this drainage easement shall be and become, without further notice or act, in full force and effect.

It is the intent of the grantor_ and owner_ that this Contingent Dedication shall be a covenant running with the land and shall be binding upon their successors and assigns and all subsequent owners of any part or parcel of said property covered by said Dedication.

EXECUTED THIS 25th DAY OF September, 1977.

V. Harley Miles President
V. Harley Miles

STATE OF KANSAS, SEDGWICK COUNTY, ss.

BE IT REMEMBERED, That on this 25th day of Sept. A.D. 1977, before me, a Notary Public, in and for the County and State aforesaid, came V. Harley Miles, President Of Miles Sand, Inc. to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

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

My commission expires: October 7, 1980

PAMELA SUE MARGERUM
NOTARY PUBLIC
Sedgwick County, Kansas
My Appl. Expires

Pamela Sue Margerum
Notary Public

DECLARATION OF COVENANTS AND THE MOORINGS, RESTRICTIONS OF ADDITION TO SEDGWICK COUNTY, KANSAS

MIBAC, INCORPORATED, hereinafter referred to as "DECLARANT" being the owner of that certain real property subject to the Declaration, DOES HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DOES HEREBY DECLARE, FIX AND ESTABLISH the covenants, conditions, restrictions, leins and charges upon and subject to which all of the property subject to this Declaration, and all part or portions thereof, improvements thereon and interests therein, shall be held, used, occupied, leased, subleased or otherwise transferred; all of which are for the benefit of said property and each person having any interest therein as owner or lessee or sublessee; and the same and each of them shall inure to and be binding upon each and every successive successor in interest of each such person, and the same and each of same is hereby imposed upon said property as a servitude in favor thereof and interest therein as the dominant tenement or tenements,

ARTICLE I

PROPERTY DESCRIPTION: The property subject to this Declaration hereinbefore and hereinafter referred to as "subject property" is situated in the County of Sedgwick, State of Kansas, and is particularly described as follows:

THE MOORINGS, Addition to Sedgwick County, Kansas.

ARTICLE II

DEFINITIONS: Unless the context clearly indicates a different meaning therefor, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same may be used) shall be deemed to mean and shall be defined as hereinafter in this Article II set forth:

ARTICLES OF INCORPORATION AND BY-LAWS: Articles of Incorporation or By-Laws, as the case may be, of the Association as the same may be amended from time to time.

ASSOCIATION: The Moorings Home Owners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described. Wherever "The Moorings Homeowners Association", or just "Association" is mentioned, it is explicitly understood that the Developer, MIBAC, INC. shall exercise control over The Homeowners Association and/or The Architectural Committee until 80% of the lots are developed or sold. The Homeowners Association shall elect the Architectural Committee after said 80% development or sales of lots. All water areas and/or common areas shall remain the property of MIBAC, Inc. until 80% of said development or sales of lots.

COMMUNITY FACILITIES: All facilities placed or erected on a community area and all facilities serving more than one residence site or one owner and including drives, walks, parking areas, sewers, electrical, water, gas, television, and telephone services and fixtures, storage and equipment areas or enclosures, parks, open spaces, planted and landscaped areas, sprinkling systems, lake pump and recreation areas, plus docks, water equipment, commonly owned boats and maintenance equipment -- but not confined to the above only.

PROPERTY OWNERS AND TENANTS SHALL HAVE THE USE OF WATER AREAS OR COMMON AREAS UNDER THE FOLLOWING USE REGULATIONS

OWNER: Any person or persons who own a residence site in fee simple in any part of THE MOORINGS, Sedgwick County, Kansas, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

TENANT: Any person leasing or renting from an Owner.

COMMUNITY OR COMMON AREAS:

LAND: Referred to as open space.

WATER AREAS: May be used by property owners and tenants living in THE MOORINGS properties for the purposes of sailing, rowing or paddling of boats. No high speed power boats, or any power boat not specifically licensed by the Association shall be allowed on the water area. Docks may protrude 4 feet into water area, but not more, and in no case shall any pollution of water occur as a result of use by owner or tenant. No owner or tenant may cause the water to be polluted by training chemicals or organic fertilizers into the water areas. No gasoline or petroleum motor driven boats may be used unless specifically licensed by THE MOORINGS PROPERTY OWNERS ASSOCIATION for the welfare or safety of residents, or for repairs and maintenance of banks, electrical, etc. Low speed water taxis may be licensed by The Association, or provided by The Association—but shall be controlled in their use by The Association.

ARTICLE III

OCCUPANCY: Conduct: An owner or his tenant shall not interfere with the rights of other owners, The Association, or the Declarant, nor intentionally or unintentionally, annoy any of such or any of the occupants of subject property by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

An owner or his tenant shall obey and comply with all public laws, ordinances, rules and regulations and ground rules now or hereafter promulgated as provided for in this Declaration.

No owner or his tenant shall do or allow to be done any act which causes, or threatens to cause any damage, encroachment, or disrepair to the subject property community facilities, or the residence site of any other owner. No owner shall do, allow or cause water areas pollution to occur, nor contribute in acts upon said water areas which endanger others.

ARTICLE IV

RESTRICTIVE COVENANTS: The subject property shall be used and occupied for residential purposes only, except areas marked and zoned commercial.

Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and in the common areas. Dogs and other animals shall not be allowed to trespass in or on common areas or water.

There shall not be any external television or radio antennas erected, and no owner shall erect any structures, either permanent or temporary, upon any of the common areas.

No automobile, truck, motorcycle, motorbike, boat, housetrailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common area, driveways or upon residential streets.

Motor scooters, mini trail bikes, or similar vehicles shall be operated for transportation only and no joy riding on the streets or lot premises shall be allowed.

Those garage doors which are allowed to face on a street shall be kept closed at all times when not necessary for the purpose of ingress or maintenance.

No trailer, basement, tent, shack, garage, barn or other out-building erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used, second hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land.

No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals. Household pets may not exceed 2 animals.

No signs, advertisement, billboard or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Oil drilling, oil development, operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, or in any common area to all building sites, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any of the building sites covered by these covenants, or in any area common to all building sites. Fuel oil storage tanks as a part of the heating equipment of a detached single family dwelling shall be permitted only if located underground.

THE MOORINGS HOMEOWNER ASSOCIATION shall also have the right to enforce the restrictive covenants set out herein.

ARTICLE V

ASSOCIATION: Powers and Duties:

THE MOORINGS HOMEOWNERS ASSOCIATION of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

MIBAC, INC. shall carry out all of the duties and powers herein delegated to the Association in regard to each particular platted area until at least eighty (80) per cent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with these Declarations of Covenants and Restrictions of development as aforesaid, such platted area shall be turned over to the Association which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided however that MIBAC, INC. may at its option at any time turn the management of any platted area over to the Association. The Association and MIBAC, INC. shall cooperate fully in the management of all areas.

MIBAC, INC. shall maintain, develop and manage all unsold portions of the property at its sole cost and the Association shall not levy any assessment against MIBAC, INC. for any reason.

The Association shall own and maintain the common areas, reserves and access easements.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out.

**ASSOCIATION:
Operations and
Expenses:**

The Association shall establish such committees as may be provided for in its By-laws, shall engage a manager, secretaries, engineers, auditors, legal counsel, and other employees or consultants as may be reasonable necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay all other expenses necessary or incidental to the conduct or carrying on of its business.

**ASSOCIATION:
Enforcement:**

The Association may engage a professional management firm and turn over to such firm any duties required by its Charter and By-laws and this Declaration, or may contract with others to perform such duties or any part thereof. The Association shall have the duty to enforce each and every of the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of such action or other enforcement procedure.

The Association by three-fourths vote of the Board of Directors shall have the power to levy fines up to and including Five Hundred Dollars (\$500.00) against any Owner who has breached or threatens to breach any of the provisions of this Declaration or By-laws of the Association. Owners shall be responsible for their tenants.

**ASSOCIATION:
Taxes and Assessments:**

Each Owner shall be obligated to pay the taxes or assessments assessed by the County Assessor against his own residence site, or personal property.

ARTICLE VI

**ASSESSMENTS AND LIENS:
General Assessments:**

Each Owner shall pay to the Association, the assessments which shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of the property. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

**ASSESSMENTS AND LIENS:
Basis and Operating
Fund:**

All general assessments shall be made against each Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners.

Each new Owner and MIBAC, INC. shall pay an original charge of Seventy-five Dollars (\$75.00) to the Association to be used as an operating fund for the Association.

**ASSESSMENTS AND LIENS:
Special Assessments:**

The Association may, from time to time, at a regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against each residence site for the operation of the Association and the operation, maintenance, care and improvement of such property. In addition, the Association shall have the authority to establish and fix a special assessment on any residence site to secure the liability of the Owner of such residence site to the Association for any breach by such Owner or any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessment shall be payable in full on the first day of the second calendar month next following the date that the same shall be

established by the Association and shall thereafter bear interest until paid in full at a rate to be established by the Association Board of Directors.

ASSESSMENTS AND LIENS: The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may in addition to such assessments charge and assess costs (including reasonable attorney fees) and penalties and interest for the late payment or non-payment thereof. The Association shall have the authority to expend all moneys collected from such assessments, costs, penalties, and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association and provided for in this Declaration and in the Articles of Incorporation and By-laws of the Association.

Collection and expenditures:

ASSESSMENTS AND LIENS: Thirty (30) days after any general or special charge and assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied.

Delinquency:

ASSESSMENTS AND LIENS: At any time after general or special charge and assessment against any residence site has become a lien and delinquent, the Association may record a Notice of Delinquency as to such residence site, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the residence site against which the same has been assessed, and the name of the record or reputed record owner thereof and such notice shall be signed by an officer of the Association.

Notice of Delinquency:

Upon payment or other satisfaction of said assessment, interest, penalties and costs in connection of which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

ASSESSMENTS AND LIENS: Each lien established pursuant to the provisions of this Declaration by the recording of a Notice of Delinquency as hereinabove provided, may be foreclosed as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorney's fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

Enforcement of Liens:

ASSESSMENTS AND LIENS: Declarant, as to the property covered by this Declaration and each residence site embraced therein, has established and does hereby establish, reserve and impose a lien thereon securing each assessment provided by this Declaration, together with said costs, penalties and interest, and Declarant does hereby assign to the Association the right to collect and enforce the collection of the same in accordance with and subject to the limitations contained in each of the provisions of this Declaration.

Reservation of Liens:

ASSESSMENTS AND LIENS: Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to any valid bona fide mortgage (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any residence site purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

Subordination to Mortgages:

ARTICLE VII

REPAIR AND RESTORATION: Should any community facilities or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association, shall be responsible for the cost and expense or repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property.

REPAIR AND RESTORATION: The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties, and in that event all insurance proceeds collected and any additional amount of cost and expense in excess thereof shall be paid over to the Association to be used by or to reimburse it for such repair or restoration.

REPAIR AND RESTORATION: No work provided for in this Article or elsewhere in this Declaration shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having jurisdiction of the work.

ARTICLE VIII

EASEMENTS: There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective interest shall obtain, the easements and rights of way as particularly identified in this Article.

EASEMENTS: MIBAC, INC. specifically reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement and right-of-way over the common area, for the purpose of constructing, maintaining, repairing, replacing, and rebuilding underground pipe lines, drains and/or mains for the purpose of conveying gas, water, and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the location of said pipes, drains, and/or mains; provided, however, the subject property is at all times to be replaced in its original state at the expense of the Declarant, his successors and assigns, for the purpose of developing all residence sites located upon subject property and any contiguous and adjacent property to be developed at a later time. This easement is not intended to be exclusive and it is not intended to prohibit or restrain the owners of the subject property to use the land for their benefit.

MIBAC, INC. or its Designate may use such easements for the purposes necessary to construct, erect and maintain public utilities for the benefit of such property.

ARTICLE IX

OFF STREET PARKING: Each residence site upon which a dwelling is constructed shall contain a minimum of three suitable surfaced parking spaces, such parking spaces shall be off-street and shall be on the dwelling site either connected to or a part of the driveway from the street. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.

ARTICLE X

ARCHITECTURAL CONTROL
COMMITTEE:

It is understood that MIBAC, INC. (the Developer) intends to exercise rigid controls in the development of THE MOORINGS, and any statement made inferring or implying the transfer of architectural control, or the full control of water areas, or common areas, whether it be landscaping or other use, or the control of improvements thereon, shall in no way diminish or obscure MIBAC, INC. control until 80% development or sales is complete. Only upon 80% development will THE MOORINGS Property Owners Association assume control of architecture or common water and recreational areas.

No dwelling outbuilding, landscaping, fencing, or improvement shall be erected, placed, altered, or permitted to remain on any premises in said development, until the building or other improvements, plans, specifications and any plats showing the location of such improvement on the particular building site have been submitted to and approved in writing as to the external design and as to the location of improvements with respect to topography, grade and finished ground elevation by a committee composed of the Architectural Committee.

Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members, thereof, shall be binding upon all parties. The Architectural Control Committee shall have the power to regulate the distance between improvements on adjoining residence sites in order that no residence shall be closer than sixteen (16) feet to any other residence, and also to control the minimum size of the structure to be erected on any building site. No house shall be placed closer than eight (8) feet to any side lot line. Provided, however, that the Declarant's Board of Directors may at any time at its option delegate the authority herein contained.

Provided, however, that if the Architectural Control Committee does not approve or reject the designation and location within thirty (30) days as above set out, that the owner or his agent shall notify one of the Architectural Control Committee members of his intention to commence construction on the plans submitted by delivering such notice to such member at least forty eight (48) hours before such construction is commenced.

Provided further that neither said Committee nor the Declarant shall be liable in damages to anyone so submitting plans for approval, for failure or neglect to approve the same. In event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said committee, this covenant will be deemed to have been fully complied with. If construction or alteration or improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment, or alteration of such improvements, or bring mandatory injunctions to require the removal thereof.

ARTICLE XI

MISCELLANEOUS:
Acceptance of Pro-
visions by Grantee:

The Association and each grantee hereafter of any part or portion of the property covered by this Declaration and any purchaser under any grant contract of sale or any leasee under any lease covering any part or portion of such property, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

**MISCELLANEOUS:
Interpretations of
Restrictions:**

In interpreting and applying the provisions of this Declaration they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners of said property. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants, or other agreements, between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then in that case the provisions of this Declaration shall control.

**MISCELLANEOUS:
Construction and
Validity of
Restrictions:**

All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

**MISCELLANEOUS:
Assignment of Powers:**

Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed, or released by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein. In a like manner and for a like term, such powers and duties may be assigned to THE MOORINGS Property Owners Association.

**MISCELLANEOUS:
Waiver and Exceptions:**

The failure by the Association or of Declarant or of any Owner of any residence site included in said property or any other person, to enforce any of the restrictions, conditions, covenants, reservation, liens or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

**MISCELLANEOUS:
Titles:**

All titles used in this Declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them affect that which is set forth in this Article, section or subsection nor any of the terms or provisions of this Declaration nor the meaning thereof.

**MISCELLANEOUS:
Singular and Plural
Masculine and
Feminine:**

The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

**MISCELLANEOUS:
Successors in
Interest:**

Reference herein to either the Association or Declarant shall include each successor to the affairs as such, and each such successor shall succeed to the rights, powers and authority hereunder of such to whose affairs it succeeds.

**MISCELLANEOUS:
Amendments:**

These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of fifty (50) years from the date hereof. No modification, repeal or amendments of this Declaration shall be effective or binding upon any party or upon any real property subject hereto or benefited hereby unless an instrument in writing shall be duly recorded and unless it be executed by the Association and by not less than eighty (80) percent of the property owners.

MAINTENANCE OF
COMMON AREAS;

Declarant further covenants that the areas specifically referred to as water and open space in said Plat of THE MOORINGS shall be owned by MIBAC, INC. until such time as eighty (80) percent of the lots are sold or developed and at that time shall be deeded to THE MOORINGS HOME OWNERS ASSOCIATION of the State of Kansas, and that such areas shall be landscaped and maintained by the said MIBAC, INC. or THE MOORINGS HOME OWNERS ASSOCIATION (After 80% development), and that the expense of the same shall be raised by special assessments levied by The Home Owners Association as hereinbefore set out.

LAKE PUMP;

MIBAC, INC. shall install at MIBAC'S expense a pump for the purpose of maintaining the lake at a maximum water level of 140.0 (City Datum) during periods of excessive rains and high water table. Said pump shall become the property of The Home Owners Association and shall be maintained by THE MOORING HOME OWNERS ASSOCIATION along with other common areas and common property.

If THE MOORING HOME OWNERS ASSOCIATION fails to maintain the water level in the lake as above stated, the City of Wichita may construct improvements to assure that the water level is maintained and assess the costs for these improvements to THE MOORING HOME OWNERS ASSOCIATION.

In witness whereof MIBAC, INC. has caused this Declaration to be executed this 10th day of August, 1977.

MIBAC, INC.

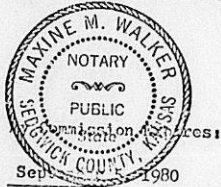
C. Bill Bachman
By _____
C. Bill Bachman, President

ATTEST,
C. Bill Bachman
Secretary

STATE OF KANSAS }
SEDGWICK COUNTY) ss:

BE IT REMEMBERED that on this 10th day of August, 1977, before me, the undersigned a Notary Public in and For the county and state aforesaid, came C. Bill Bachman, President of MIBAC, 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.



Maxine M. Walker
Notary Public

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE September 14, 1977



TO Jack H. Galbraith, Chief Planner
FROM Bill H. Otten, Chief Engineer-Water Engineering
SUBJECT The Moorings Addition

The plattors of the Moorings Addition have submitted valid 100% petitions for water benefit districts to serve this plat. The petitions and resolutions will be placed on the City Commission Agenda for approval on or about October 11, 1977.

Bill H. Otten

Bill H. Otten
Chief Engineer-Water Engineering

BHO:ak

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

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

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

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

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

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

CHICAGO TITLE INSURANCE COMPANY

Alvin W. Long
President.

ATTEST:

Chester C. McLaughlin
Secretary.

Ar. Bell
Authorized Signatory



CONDITIONS AND STIPULATIONS

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

SCHEDULE A

Number
2255069

Effective Date
September 9, 1977 @ 7:00 A. M.

1. Owners Policy to be issued: ALTA Form B - 1970 Amount: Unknown
(Amended 10-17-70)

Proposed Insured:

City of Wichita

Loan Policy to be issued: ALTA Form 1970 Amount:
(Amended 10-17-70)

Proposed Insured:

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

V. Harley Miles and RoJean Miles, husband and wife

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

Beginning at the Southeast corner of the Southeast $\frac{1}{4}$ of Section 24, Township 26 South, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas; thence North $89^{\circ}56'18''$ West 1365.82 feet on the South line of said Southeast $\frac{1}{4}$; thence North $0^{\circ}00'$ East 1436.64 feet; thence North $33^{\circ}56'14''$ West 150.57 feet; thence North $61^{\circ}08'51''$ West 162.32 feet; thence North $84^{\circ}00'$ West 190.0 feet; thence North $26^{\circ}28'49''$ West 115.92 feet; thence North $8^{\circ}48'49''$ East 102.09 feet; thence North $26^{\circ}22'18''$ West 46.52 feet; thence North $0^{\circ}54'30''$ West 128.0 feet; thence North $89^{\circ}05'30''$ East 1839.68 feet to the East line of said Southeast $\frac{1}{4}$; thence South $0^{\circ}0'30''$ East 2064.68 feet, to the point of beginning.

SCHEDULE B

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

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Eneerachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs): Year 1976 Taxes \$638.26 Paid. Key #PK-190.
9. An Easement to Cities Service Gas Company over the South 66 feet of captioned property for construction and maintenance of a pipeline as created by instrument filed in Misc. Book 512, Page 165, Misc. Book 599, Page 6, and on Film 234, Page 938.
10. An Easement to the City of Wichita over a 25 foot strip of captioned property the center line of which is described as Begin at a point approximately 460.6 feet east of the northwest corner of the N. E. $\frac{1}{4}$ of Sec. 24, T. 26 S., R. 1 W. of the 6th P.M.; thence in a southeasterly direction 4509 feet to a point 660 feet west and 1070 feet north of the southeast corner of said Sec. 24; thence at an angle to the right of 19 degrees 57 minutes, a distance of approximately 1070 feet to a point 660 feet west of the southeast corner of said Sec. 24, for a water pipe line as created in an instrument filed in Misc. Book 150, Page 1.
11. An Oil and Gas Lease to Strong's Inc. for 3 years from August 24, 1967, an as long thereafter as oil or gas is produced filed in Misc. Book 605, Page 436.



August 29, 1977

Mr. Kenny E. Hill
Reiss & Goodness Engineers
2160 West 21st St.
Wichita, Kansas 67204

Subject: S/D 76-125, The Moorings

Dear Mr. Hill:

Reference is made to our telephone conversation in which I outlined the additional requirements of the Corps of Engineers for the proposed lake level control system for subject plat. Some of the information required can be furnished by this office but the remaining items which I refer to you are:

- 1) Conversion of the existing interior drainage structure at Levee Station 1091+50 'F' to your proposed pressure flow system cannot be approved without modifying the corrugated metal culvert barrel. We suggest you consider a liner. Should this prove to be unsatisfactory you could choose to move the levee crossing to a new location, cut the levee and construct a new outfall channel.
- 2) The Corps wants to see discharge quantity and velocity estimates for the outfall channel when the pump is operating. These will determine what, if any, additional erosion protection is required for the outfall channel.
- 3) My receipt of a copy of the "Covenants and Restrictions" should answer the Corps question about responsibility for future operation and maintenance of the pump system.
- 4) I have discussed with Harley Miles the request by the Corps for evidence that the developers are committed to positive control on the movement of vehicles from the subdivision onto the levee. You should check with him to see what form this commitment should take.
- 5) The Corps has also requested a report on how much of the area adjacent to the landside toe of levee has been filled with rubble to prove the 25 foot subjacent support required by the District Court order.
- 6) If any of the information requested herein uses City of Wichita elevation datum, be sure each sheet contains the notation: "Elevations on this drawing are City of Wichita datum. To obtain Mean Sea Level datum elevations add 1187.4 feet".

Kenny Hill

-2-

August 29, 1977

I assume part of this work has been completed and we will assist in any way we can.

Yours truly,

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

MSM/glm

cc: G. H. Wilton
Jack Galbraith ✓
Harley Miles
Arkansas River Training Levee File
The Mooring Addn. Plat File



KANSAS GAS AND ELECTRIC COMPANY

August 23, 1977

Newby



Metropolitan Area Planning Commission
455 North Main
Wichita, Kansas 67202

Dear Mr. Newby:

This is to advise that KG&E has no objections to recording of plat of The Moorings Addition.

We have no facilities in this area requiring relocation.

Yours truly,

Robert L. Blevins

Robert L. Blevins
Senior Estimator

RLB:pw

STATE OF KANSAS
REGISTER COUNTY
FILED FOR RECORD AT
MAR 17 1977

29003 & 29007

NO 234 938

NO 3 13472
DETTIE F. MCCART
REGISTER OF DEEDS

AGREEMENT AND PARTIAL RELEASE

THIS AGREEMENT, made and entered into between _____

V. Harley Miles and Jo Jean Miles, his wife, _____

hereinafter called "Owner", whether one or more, and Cities Service Gas Company, a Delaware corporation, with an office in Oklahoma City, Oklahoma, hereinafter called "Company".

WITNESSETH: That,

WHEREAS, Company is the owner of a certain valid and subsisting pipeline easement as follows: A pipeline easement dated January 4, 1962, granted by Benjamin Smith Gaddy and Berniece Gaddy, his wife, to Kansas Gas Supply Corporation, as Grantee, covering the 1/2 SE/4 Sec. 24-25-1W, & W/4 at SE cor. W/2 SE/4 Sec. 24; th N. 123 rds 10 1/2 ft; th W. to left bank of Arkansas River; th S. following river bank to Sec. line; th E. on Sec. line to beg., except land condemned for Wichita Valley Center Flood Control Project, and except a tract in SE/4 & Gov. Lots 3 & 5, on Sec. 24-26-1W, 4sec. and Beg. at the intersection of the E. line said SE/4 and the East R/W line of W. V. C. Flood Control Project, th E. on S. line said SE/4, 939.5'; th NW-ly at an interior angle of 70 deg. 31 min., 2146.1'; th W. at interior angle of 103 deg. 31 min. a dist. of 1539.5' to E. R/W line said Flood Control Project; th SE-ly along the East R/W line said Flood Control project, 2391.8' to beg., recorded in Misc. Book 512 at Page 165, in the Office of the Register of Deeds of Sedwick County, Kansas, and an easement dated December 29, 1962, granted by Vernon A. Miles, et al, to Kansas Gas Supply Corporation, as Grantee, covering a tract in the SE/4 and Government Lots 2 & 5, Section 24, Twp. 25 S., Range 1 West, described as, beginning at intersection of South line of said SE/4 and the East right of way line of the Wichita Valley Center Flood Control Project; thence East on South line of said SE/4 939.5 feet; thence Northwest-ly at an interior angle of 70 degrees 31 minutes 2146.1 feet; thence West at an interior angle of 103 degrees 31 minutes at a distance of 1539.5 feet to the East right of way line of said Flood Control Project; thence Southeast-ly along East right of way line of said Flood Control Project 2391.8 feet to the point of beginning, Sedwick County, Kansas, and recorded in Misc. Book 512 at Page 170 in the Office of the Register of Deeds of Sedwick County, Kansas.

WHEREAS, subject to said pipeline easements, owner owns and is in possession of the following described lands, to-wit:

Beginning at the N. E. Corner of the SE 1/4 of Section 24, T 26 S., R 1 W of the 6th P.M., Sedwick County, Kansas; thence West along the North line of said SE 1/4, 1215.66 feet to the N. W. Corner of the E 1/2 of said SE 1/4; thence South along the West line of the E 1/2 of said SE 1/4, 600 feet; thence with an angle to the right of 29° 01' 05" a distance of 2529.33 feet to the Easterly right-of-way line of the Arkansas River Levee as condemned in case A-32660; thence Southeast-ly along said Arkansas River Levee to the South line of said Section 24; thence East along the South line of said Section 24 and the North line of Government Lot 9 in Section 25, T 26 S., R 1 W, to the East line of said Section 25; thence North along the East line of said Section 25 to the point of beginning; herein called "Owner's Tract".

WHEREAS, a 16-inch high pressure natural gas pipeline has heretofore been laid on and across Owner's Tract in accordance with the aforesaid easements and said pipeline is now in active operation and hereinafter called "Pipeline".

WHEREAS, Owner has requested Company to limit its right of way to a defined strip across said Owner's Tract; and,

WHEREAS, Company is willing to limit its right of way to a defined strip across said Owner's Tract, and to release the balance of said Owner's Tract from the terms and provisions of said easements under conditions hereinafter provided and mutually agreed upon by Company and Owner.

RETURN TO
CITIES SERVICE GAS CO.
LAND AND LEASE DEPT.
P. O. BOX 20128
OKLAHOMA CITY, OKLA. 73125

7.00

STATE OF KANSAS
Sedwick County / in
FILED FOR RECORD AT
MAR 17 1977

29003 & 29007

BU 234 938

NO. 3 194722
DETTE F. MCCART
REGISTER OF DEEDS

AGREEMENT AND PARTIAL RELEASE

THIS AGREEMENT, made and entered into between
V. Harley Miles and Jo Jean Miles, his wife,

hereinafter called "Owner", whether one or more, and Cities Service Gas Company, a Delaware corporation, with an office in Oklahoma City, Oklahoma, hereinafter called "Company".

WITNESSETH: That,

WHEREAS, Company is the owner of a certain valid and subsisting pipeline easement as follows: A pipeline easement dated January 4, 1963, granted by Benjamin Smith Gaddy and Berniece Gaddy, his wife, to Kansas Gas Supply Corporation, as Grantee, covering the 1/2 SE/4 Sec. 24-25-1W, & W/4 at SE cor. W/2 SE/4 Sec. 24; th N. 123 rds 10 1/2 ft; th W. to left bank of Arkansas River; th S. following river bank to Sec. line; th E. on Sec. line to beg., except land conveyed for Wichita Valley Center Flood Control Project, and except a tract in SE/4 & Gov. Lots 3 & 5, on Sec. 24-26-1W, 2 sec. and Beg. at the intersection of the E. line said SE/4 and the East R/W line of W. V. C. Flood Control Project, th E. on S. line said SE/4, 939.5'; th N.W. by an interior angle of 70 deg. 34 min., 2146.1'; th W. at interior angle of 103 deg. 31 min. a dist. of 1539.5' to E. 1/4 line said Flood Control Project; th SE-ly along the East R/W line said Flood Control Project, 2391.91' to beg., recorded in Misc. Book 512 at Page 165, in the Office of the Register of Deeds of Sedwick County, Kansas, and an easement dated December 29, 1962, granted by Vernon A. Miles, et al, to Kansas Gas Supply Corporation, as Grantee, covering a tract in the SE/4 and Government Lots 2 & 5, Section 24, Twp. 25 South, Range 1 West, described as, beginning at intersection of South line of said SE/4 and the East right of way line of the Wichita Valley Center Flood Control Project; thence East on South line of said SE/4 939.5 feet; thence Northwesterly at an interior angle of 70 degrees 3 minutes 2146.1 feet; thence West at an interior angle of 103 degrees 31 minutes at a distance of 1539.5 feet to the East right of way line of said Flood Control Project; thence Southeasterly along East right of way line of said Flood Control Project 2391.9 feet to the point of beginning, Sedwick County, Kansas, and recorded in Misc. Book 512 at Page 170 in the Office of the Register of Deeds of Sedwick County, Kansas.

WHEREAS, subject to said pipeline easements, Owner owns and is in possession of the following described lands, to-wit:

Beginning at the N. E. Corner of the SE 1/4 of Section 24, T 26 S., R 1 W of the 6th P.M., Sedwick County, Kansas; thence West along the North line of said SE 1/4, 1318.66 feet to the N. W. Corner of the E 1/2 of said SE 1/4; thence South along the West line of the E 1/2 of said SE 1/4, 600 feet; thence with an angle to the right of 39° 21' 05" a distance of 2529.83 feet to the Easterly right-of-way line of the Arkansas River Levee as condemned in case A-33666; thence Southeasterly along said Arkansas River Levee to the South line of said Section 24; thence East along the South line of said Section 24 and the North line of Government Lot 9 in Section 25, T 26 S, R 1 W, to the East line of said Section 25; thence North along the East line of said Section 25 to the point of beginning; herein called "Owner's Tract".

WHEREAS, a 16-inch high pressure natural gas pipeline has heretofore been laid on and across Owner's Tract in accordance with the aforesaid easements and said pipeline is now in active operation and hereinafter called "Pipeline".

WHEREAS, Owner has requested Company to limit its right of way to a defined strip across said Owner's Tract; and,

WHEREAS, Company is willing to limit its right of way to a defined strip across said Owner's Tract, and to release the balance of said Owner's Tract from the terms and provisions of said easements under conditions hereinafter provided and mutually agreed upon by Company and Owner.

7.00
RETURN TO
CITIES SERVICE GAS CO.
LAND AND LEASE DEPT.
P. O. BOX 28128
OKLAHOMA CITY, OKLA 73126

MICROFILMED
FROM THE BEST
AVAILABLE COPY

NOW, THEREFORE, in consideration of the covenants herein contained and the mutual benefits to be derived therefrom, Company does hereby release, surrender and terminate all of the right, title and interest in and to said Owner's Tract, which it acquired by the easements first hereinabove described, SAVE AND EXCEPT a right-of-way strip across said land which is definitely described as follows:

The South 66 feet of the East 1975 feet of the SE/4, Sec. 24-T26S-R1V, Seimwick County, Kansas herein called "Retained Strip";

and SAVE AND EXCEPT the right of ingress and egress across Owner's Tract adjacent to said Retained Strip for the purpose of exercising any and all of the rights which Company has under the easements first hereinabove described, all of which rights are specifically reserved with regard to said Retained Strip.

Owner, his heirs, successors and assigns, shall have the right to use and enjoy the surface of the retained Strip herein reserved, provided such use and enjoyment shall not interfere with the use of said Retained Strip by Company, its successors and assigns, for the purposes set out in the original easements first hereinabove described and provided further that Owner, his heirs, successors and assigns, shall not erect or construct nor permit the erection or construction of any building, engine works, or other structures, on, over, or across said retained Strip. It is mutually agreed, however, that this no-building restriction shall not prohibit the building of necessary streets, alleyways, driveways, sewer lines, waterlines and yard fences, across but not along said retained Strip provided Company, its successors and assigns shall not be held liable to Owner, his heirs, successors and assigns, for any damage caused to any such facilities constructed across the Retained Strip in exercising the rights granted in the original easements and provided further that, if in the judgment of Company, the construction of such permitted facilities across said retained Strip requires that the pipeline or pipelines be altered, lowered, encased or otherwise protected, the entire cost of such protective measures shall be borne fully by Owner, his heirs, successors and assigns.

Signed and delivered this 7 day of July, 1977.

W. Marley Giles
W. Marley Giles

Jean Giles
Jo Jean Giles
CITIES SERVICE GAS COMPANY

WITNESSES:

By E. H. Hanson
E. H. Hanson, Senior Vice President

G. A. Gilbert
G. A. Gilbert, Asst. Secy.



RETURN TO
CITIES SERVICE GAS CO.
LAND AND LEASE DEPT.
P. O. BOX 24129
OKLAHOMA CITY, OKLA. 73125

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, a Notary Public in and for said County and State, on this 9th day of March, 1977, personally appeared B. S. Hanson, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Senior Vice President and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Rutha V. Williams
Rutha V. Williams, Notary Public

My commission expires:
June 14, 1980

STATE OF KANSAS)
) SS:
COUNTY OF SENECA)

Before me, a Notary Public in and for said County and State, on this 10th day of February, 1977, personally appeared V. Herley Miles and Ro Jean Miles, his wife, to me personally known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument and duly acknowledged to me that they executed the same as their free and voluntary acts and deeds for the uses and purposes therein set forth.

Michael C. Rowe
Michael C. Rowe, Notary Public



My commission expires:
Oct. 20, 1980



RETURN TO
CITIES SERVICE OAS CO.
LAND AND LEASE DEPT.
P. O. BOX 28128
OKLAHOMA CITY, OKLA. 73128

July 27, 1977

John Dekker, Director of Law

Robert A. Lakin, Director of Planning

SD 76-125 The Moorings

At the request of M. S. Mitchell, Galbraith and I met with the owner of The Moorings, Harley Miles, and Mitchell to discuss a drainage problem relating to the above plat and the general area surrounding the plat. This plat, as you may be aware, lies on the west side of Meridian between 42nd Street North and 49th Street North. There is an existing drainage problem in that entire general area extending north on both sides of Meridian to an area north of 53rd Street. Some 1800 acres of land comprise the flow coming into the Moorings area.

Mitchell had agreed with the owners of the property and the County Engineer to generally handle this drainage by (1) erecting a berm on the north side of the plat to divert any sheet flow to Meridian and thence into any drainage system that may exist; and (2) to provide an underground crossing at about 49th Street to pick up this water flow and to build a drainage channel southeasterly to the new sand pit operation. The drainage water would then go into this sand pit as a holding area. It would also generally flow further to the south and ultimately into the flood control system. As a condition of accepting this water, Harley Miles, who owns the receiving sand pit, as well as the plat to the west, requested that (1) the bottom of the channel be lined; and (2) a bridge structure over the channel be guaranteed at such time as an internal street system is later developed for that sand pit area. All of this was to be done without cost to that particular quarter section and future development. Although the county had thought that it might be able to undertake this work, the County Counselor has advised the County Engineer that they might not make any expenditure on the road crossing or the drainage facility. Secondly, M. S. Mitchell and Harley would just as soon defer making these improvements until additional information re drainage characteristics is known so the ultimate design of the drainage facilities can be based on additional information.

To resolve the drainage requirements on the plat then, it was suggested by me that a contingent dedication for the drainage easement be made to the City of Wichita with the contingency that the acceptance of water and the right-of-way for the easement be based on the city undertaking the drainage improvements set forth as a part of the contingency, i.e., crossing, ditch, ditch lining and bridge. This would be submitted to the City Commission for

Memorandum to John Dekker
Re: SD 76-125 The Moorings

July 27, 1977
Page 2

their action and consideration to see if this was an acceptable arrangement. Since we would actually not be contracting for any expenditure but only setting a future right to be acquired at such time as a then governing body agreed to make certain expenditures, I thought this would resolve (1) acquiring essentially an option to handle the water, and (2) the specifics as to how we would pay for it and protecting the quarter section of land against assessments.

Is such a contingent easement proposition an appropriate and legal way to accomplish this? I would be happy to arrange to discuss this with you further along with M. S. Mitchell, if you have questions. If you feel it is legal, I will have M. S. Mitchell and my staff draw up such an easement with the contingencies for your review and approval.

Robert A. Lakin, Director of Planning

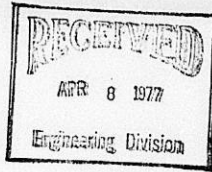
cc: M. S. Mitchell, Flood Control
RAL:ew

P.S. Harley says to tell you he wants an answer immediately!



RETISS & GOODNESS ENGINEERS
2100 WILEY 21st STREET - WICHITA, KANSAS 67204 (316) 632-0323

April 7, 1977



Mr. R. W. Linn, City Engineer
City of Wichita
455 North Main St.
Wichita, Kansas 67202



Re: Final Plot
The Moorings

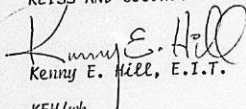
Dear Mr. Linn:

The Metropolitan Area Planning Commission has asked that we provide the City Engineer with a cross section plan which shows elevation and horizontal location of the sanitary sewer and storm sewers where they cross the Cities Service Pipe Line and the Water Department main service line.

We have enclosed this cross section plan. The proposed storm sewers do not cross either of the existing pipelines mentioned and the sanitary sewer crosses only the existing water line. We request that you inform the MAPC that we have complied with this requirement.

Sincerely,

RETISS AND GOODNESS ENGINEERS


Kenny E. Hill, E.I.T.

KEH/wh
enc.

Item 12

THE CITY OF WICHITA

OFFICE OF Administrative Division
Department of Public Works

DATE March 17, 1977



TO Jack Galbraith, Chief Planner - Current Plans

FROM Tim R. Cain, Administrative Assistant

SUBJECT Street Names -
The Moorings



The street names previously submitted by Floyd Hobbs in a memorandum dated March 16, 1977 have been revised by agreement of the parties mentioned in that memorandum. The revised street names are indicated on the attached drawing.

Tim R. Cain

Tim R. Cain
Administrative Assistant

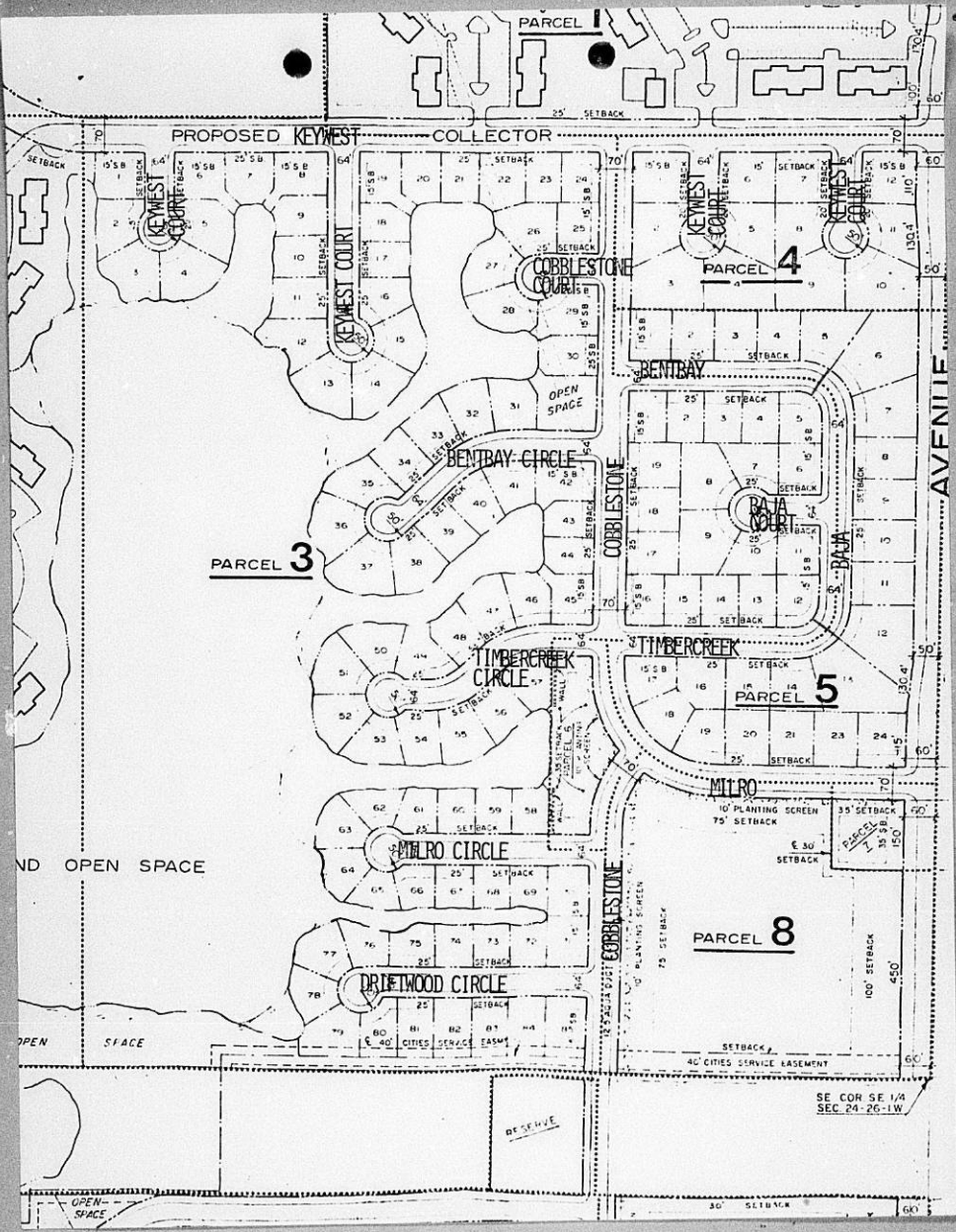
/ml

Att.

cc: Floyd Hobbs, Fire Chief
Tom Page, Fire Department
R. W. Bruggeman, Director of Public Works

APPROVED:

R. W. Bruggeman
R. W. Bruggeman, Director of Public Works



THE CITY OF WICHITA

OFFICE OF FIRE DEPARTMENT

DATE March 16, 1977



ON SAFETY
PHASE II

TO Jack H. Galbraith, Chief Planner

FROM Floyd Hobbs, Fire Chief

SUBJECT Street names in The Moorings, an area west of Meridian and south of 48th Street North

On March 15, 1977, Tom Page, Deputy Chief of the Fire Department and Tim Cain, Department of Public Works, met with the developers of The Moorings to discuss possible changes in the proposed names within the subdivision. Mr. Harley Miles and Kenny Hill were present on behalf of The Moorings. All parties concerned were involved in the discussion of street names and a satisfactory agreement was reached.

The following changes are recommended:

- Cottonwood Bend and Cobblestone Landing changed to Cobblestone.
- Cobblestone Landing, which runs west from Meridian, changed to 46th Street North.
- Milro Reef changed to Cobblestone Bay.
- Timbercreek Point changed to Cobblestone Cove.
- Cobblestone Cove changed to Cobblestone Point.
- Baja Bay and the south portion of Pheasant Run changed to Timbercreek.
- The cul-de-sac of Pheasant Run changed to Timbercreek Circle.
- Bentbay Wharf changed to Bentbay Circle.
- North portion of Pheasant Run changed to Bentbay.
- 48th Street North changed to Keywest.
- Bradmoor Court changed to Keywest Bay.
- Norwharf Court changed to Keywest Cove.
- Driftwood Court changed to Keywest Point.
- Keywest Court changed to Keywest Reef.

These names were not satisfactory with Bruggeman. JHS

Floyd Hobbs
Floyd Hobbs
Fire Chief

rr
cc-Tim Cain

March 17, 1977

Reiss & Goodness, Engineers
2150 West 21st St., North
Wichita, Kansas 67203

Re: S/D 76-125 - Final
Plat of THE MOORINGS

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on March 17, 1977, the above-captioned plat was considered. The action of the Commission was to recommend that the plat be approved as recommended by the Subdivision Committee, subject to the conditions stated in our letter of March 14, 1977.

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

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. 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.
4. Certification that all taxes due and payable for 1976 and prior years have been paid.

Please call if you have any questions.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:bh

cc: V. Harley Miles, 4852 N. Meridian,
67204

C. Bill Bachman, 1901 W. 13th, 67203
Dean Sellers, Assistant City Engineer

March 14, 1977

Ray Bruggeman, Director of Public Works

Jack H. Galbraith, Chief Planner

Street names in The Moorings, an area west of Meridian and south of 48th Street North.

At the March 10, 1977 meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, the plattors of "The Moorings", a new subdivision west of Meridian in an area south of 48th Street North, were asked to work with the Fire Department relative to establishing street names which would be acceptable to the developers as well as to the Fire Department and other agencies which provide emergency services. The Department of Public Works has recommended street names in accordance with the City's street naming policy, but the developers strongly oppose these names.

This plat will be reviewed by the Planning Commission next Thursday, March 17th. Please advise us before that date whether or not an agreement on street names, satisfactory to all parties, has been reached.

Jack H. Galbraith
Chief Planner

JHG:LO:rme

cc: Tim Cain, Department of Public Works
Tom E. Page, Fire Department

Memo also sent to: Floyd Hobbs, Fire Chief

March 14, 1977

Reiss & Goodness Engineers
2160 West 21st Street North
Wichita, Kansas 67203

Re: S/D 76-125 - Final plat of
THE MOORINGS

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, March 10, 1977, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

see memo
A. The applicant and/or his engineer shall contact the Fire Department and the Department of Public Works for the appropriate street names to be indicated on the final plat since with the exception of 48th Street and Meridian Avenue, none of the street names indicated are in accordance with the City's street naming policy.

*Subdivision Committee
3/15/77
Approved*
The applicant shall guarantee the construction of sidewalks adjacent to all streets except the cul-de-sac streets as recommended by the Subdivision Committee. The Planning Department encourages that sidewalks be required adjacent to all streets.

A 10 foot utility easement shall be indicated adjacent to the south side of ~~48th Street~~ KEYWEST

The applicants shall guarantee all drainage improvements associated with the plat.

The applicants shall guarantee the installation of sanitary sewer and city water to serve all lots being platted.

The applicants shall guarantee the paving of all streets.
100% petitions. See memo from water Dept.

*3. storm sewer
petition submitted*

*4. sanitary
petition submitted*

*5. paving
petition submitted*

- G. The applicants engineer shall provide to the City Engineer a cross section plan which shows the elevation and horizontal location of the sanitary sewer and storm sewers where they will cross the Cities Service pipeline or the Water Department main service line.
- see recorded easement release - copy in this file*
H. The applicant shall obtain a letter from the Cities Service Gas Company stating that the pipeline easement indicated for their line is acceptable and recommending what building setback from said line is appropriate. This letter shall be submitted to the Planning Department.
- I. The acceptance text and signature block for the County Commission shall be indicated on the plat.
- J. As required by the C.U.P., prior to issuance of any building permits on Reserve C and on Block 5, the screening wall and landscape areas shall be installed.
- 1 plat submitted* - K. The applicants shall guarantee the construction of accel-decel lanes along the west side of Meridian adjacent to the major entrances on Block 5 and adjacent to the south portion of Block 4, as required by the C.U.P.
- L. Side lot utility easements as indicated on the marked "Engineer's copy" of the plat shall be indicated on the final plat tracing.
- submitted 9-23-77*
M. As required by the C.U.P., the applicant shall submit for review and approval a Homes Association Agreement providing for the improvement and continued maintenance of all common non-public open space areas on Block 1.
- N. As required by the C.U.P., prior to the issuance of any building permits on Lot 1, Block 5, a traffic plan which shows locations of proposed buildings, parking areas, drives and circulation isles, shall be submitted to the Planning Department for review and approval.
- O. All utilities including telephone and electric, shall be installed underground.
- P. Any change in elevation or location or encasement of the City Service line or Water Department main service line necessitated by this plat shall be at the sole expense of the applicant.
- letter of 9-23-77*
Q. The applicant shall contact Kansas Gas and Electric Company relative to relocation and/or abandonment of some existing service lines on subject property. A letter obtained from

S/D 76-125
March 14, 1977
Page 3

said company stating that satisfactory arrangements have been made for said relocation and/or abandonment, shall be submitted to the Planning Department.

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

Regarding condition of approval "A", the applicant shall resolve the street naming prior to the Planning Commission meeting Thursday, March 17, 1977.

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, March 17, 1977, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Encl.

cc: V. Harley Miles, 4852 N. Meridian, 67204
C. Bill Bachman, 1901 W. 13th St., 67203
Dean Sellers, Assistant City Engineer

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 76-125 Name THE MOORINGS
Date Application Rec'd. 12-6-76 Preliminary Approval 12-16-76
Scheduled S/D Meeting 3-10-77

DESCRIPTION

General Location West side of Meridian between 42nd Street North
and 49th Street North.
Owner V. Harley Miles
Surveyor/Engineer Reiss & Goodness Engineers
Address 2160 West 12st Street North Phone 838-0213

- | | |
|--|---|
| 1. Gross Acreage of Plat <u>70</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>64</u> R/W <u>5,000</u> ft. |
| Residential <u>139</u> | b. <u>70</u> R/W <u>2,500</u> ft. |
| Commercial <u>3</u> | c. <u> </u> R/W <u> </u> ft. |
| Industrial <u> </u> | d. <u> </u> R/W <u> </u> ft. |
| Other <u> </u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots <u>142</u> | TOTAL <u>7,500</u> ft. |
| 3. Minimum Lot Frontage <u>50</u> ft. | 8. Sidewalk adjacent to all
streets? <u> </u> yes <u>X</u> no |
| 4. Minimum Lot Area <u>4,500</u> sq. ft. | |
| 5. Existing Zoning <u>AA & LC</u> | |
| 6. Proposed Zoning <u>AA & LC</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u> </u> Yes <u> </u> (Yes-No) | |
| 12. City of Wichita <u>X</u> : Three-Mile Area <u> </u> | |

STAFF COMMENTS:

- A. The applicant and/or his engineer shall contact Tim Cain of the Department of Public Works for the appropriate street names to be indicated on the final plat since with the exception of 48th Street and Meridian Avenue, none of the street names indicated are in accordance with the City's street naming policy.
- B. The applicants shall guarantee all drainage improvements associated with the plat.
- C. The applicants shall guarantee the installation of sanitary sewer and city water to serve all lots being platted.
- D. The applicants shall guarantee the paving of all streets.
- E. The applicants engineer shall provide to the City Engineer a cross section plan which shows the elevation and horizontal location of the sanitary sewers and storm sewers where they will cross the Cities Service pipeline or the Water Department main service line.
- F. The applicant shall obtain a letter from the Cities Service Gas Company stating that the pipeline easement indicated for their line is acceptable and recommending what building setback from said line is appropriate. This letter shall be submitted to the Planning Department.
- G. The acceptance text and signature block for the County Commission shall be indicated on the plat.
- H. As required by the C.U.P., prior to issuance of any building permits on Reserve C and on Block 5, the screening wall and landscape areas shall be installed.
- I. The applicants shall guarantee the construction of accel-decel lanes along the west side of Meridian adjacent to the major entrances on Block 5 as required by the C.U.P.

- J. The applicant shall guarantee the construction of sidewalks adjacent to all streets except the cul-de-sac streets as recommended by the Subdivision Committee. The Planning Department encourages that sidewalks be required adjacent to all streets.
- K. The applicant shall be advised that the sidewalk construction will be a requirement of building permits when the sidewalks have been required as a condition of plat approval.
- L. As required by the C.U.P., the applicant shall submit for review and approval a Homes Association Agreement providing for the improvement and continued maintenance of all common non-public open space areas on Block 1.
- M. As required by the C.U.P., prior to issuance of any building permits on Lot 1, Block 5, a traffic plan which shows locations of proposed buildings, parking areas, drives and circulation isles, shall be submitted to the Planning Department for review and approval.
- N. All utilities including telephone and electric, shall be installed underground.
- O. Any change in elevation or location or encasement of the Cities Service line or Water Department main service line necessitated by this plat shall be at the sole expense of the applicant.
- P. The applicant shall contact Kansas Gas & Electric Company relative to relocation and/or abandonment of some existing service lines on subject property. A letter obtained from said company stating that satisfactory arrangements have been made for said relocation and/or abandonment, shall be submitted to the Planning Department.
- Q. Recording of the plat within 30 days after approval by the Board of City Commissioners.

December 20, 1976

Reiss & Goodness Engineers
2160 West 21st Street North
Wichita, Kansas 67203

Re: S/D 76-125 - Preliminary Plat
of THE MOORINGS

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, December 16, 1976, 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. Some of the street names for the cul-de-sac streets are not in accordance with the street naming policy which states that Courts shall bear the same name as the street from which they emanate. The applicants and/or their engineer shall contact Tim Cain of the Department of Public Works regarding the appropriate street names to be indicated on the final plat.
- B. As required in the approval of the associated C.U.P., an overall drainage plan for subject property shall be submitted to the Flood Control Office for review and approval. No final plats shall be submitted until said drainage plan has been approved by the Flood Control Office.
- C. The applicants shall guarantee all drainage improvements associated with the plat.
- D. The applicants shall guarantee the installation of sanitary sewer and city water to serve all lots being platted.
- E. The applicants shall guarantee the paving of all streets.
- F. The applicants engineer shall provide to the City Engineer a cross section plan which shows the elevation and horizontal location of the sanitary sewers and storm sewers where they will cross the Cities Service pipeline or the Water Department main service line.

- G. The applicants shall guarantee the construction of accel-decel lanes along the west side of Meridian adjacent to the major entrances on Blocks H and G, as required by the C.U.P.
- H. The applicants shall guarantee the construction of sidewalks adjacent to both sides of all streets except the streets within Blocks I, J and K.
- I. The applicants shall submit a sidewalk plan with the final plats of Blocks I, J and K. Said plan shall be reviewed and approved by the Subdivision Committee prior to the final plats being forwarded to the Planning Commission.
- J. The submitted Homes Association when approved as to form and content and has been properly executed shall be recorded with the final plat and a recorded copy furnished to the Planning Department prior to the issuance of any building permits.
- K. As required by the C.U.P., prior to issuance of any building permits on Lot 1, Block G, a traffic plan which shows locations of proposed buildings, parking areas, drives and circulation isles, shall be submitted to the Planning Department for review and approval.
- L. All utilities including telephone and electric, shall be installed underground.
- M. Any change in elevation or location or encasement of the Water Department main service line necessitated by this plat shall be at the sole expense of the applicant.
- N. The applicant shall contact Kansas Gas & Electric Company relative to relocation and/or abandonment of some existing service lines on subject property. A letter obtained from said company stating that satisfactory arrangements have been made for said relocation and/or abandonment, shall be submitted to the Planning Department.
- O. The Subdivision Committee recommends that sidewalks not be required adjacent to the cul-de-sac streets.
- P. A 10-foot wide utility easement shall be indicated on the fronts of all lots adjoining the lake area.
- Q. Requirements of a final plat (see pages 20-25, Part 4, Article 5 of the M.A.P.C. Subdivision Regulations).

S/D 76-125
December 20, 1976
Page 3

In addition to the above conditions the applicant and his engineer shall be advised that because there are so many details to be resolved with drainage and sanitary sewer service such as; who will pay for the temporary box culvert under Meridian, how will the drainage be carried from Meridian to the sand pit east of Meridian, how will the sanitary sewer project be financed, what will the area of sanitary sewer service include, etc., it is recommended that no final plat be submitted on any portion of subject property until these matters have been resolved. If there needs to be any action taken by the Planning Commission or governing body on financing, area of service, etc., this should be done prior to submission of a final plat.

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

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

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rne
Encl.

cc: V. Harley Miles, 4852 N. Meridian, 67204
C. Bill Bachman, 1901 W. 13th St., 67203
Dean Sellers, Assistant City Engineer

SOCU-Cons-5 (11/75)

RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

Property Name The Moorings

MAILED TO:

Location West of Meridian Between

Name

42nd St. N. & 49th St. N.

Reiss & Goodness

Firm

Date 12-13-76

838-0213

Phone

Prepared by Larry L. Henry, District Conservationist
USDA-Soil Conservation Service,
4100 Maple, Wichita, Kansas 67209
Phone: 943 9471

Requested by: Wichita-Sedgwick County Metropolitan
Area Planning Commission

A. SOIL TYPE: 80% Tabler silty clay loam - Class II
10% Klandco silt loam - Class I
10% Lesho loam - Class III

B. SITUATION: This area has no water erosion problem but a potential
wind erosion problem does exist. A cover must be
maintained at all times.

Conservation Starts When Construction Starts. A Ground Plan Outdoors Is
As Important As A Floor Plan Inside.

C. EROSION CONTROL RECOMMENDATIONS: (The recommendations which apply to
the above named property will be indicated by a checkmark.)

- 1. Disturb only the area needed for construction.
- 2. Remove only those trees, shrubs, and grasses that must be removed
for construction; protect the rest to preserve their esthetic and
erosion-control values.
- 3. Stockpile topsoil and protect it with anchored straw mulch or jute
mat material.
- 4. Disturbing as small an area as possible, install streets, curbs,
water mains, electric and telephone cables, storm drains, and
sewers in advance of home or other building construction.
- 5. Install erosion and sediment control practices according to the
Sedgwick County Conservation District standards and specifications.

* CONTINUED *

- 6. Temporarily stabilize each segment of graded or otherwise disturbed land, including the sediment-control devices not otherwise stabilized, by seeding and mulching or by mulching alone. Permanently stabilize these areas as work on the land is completed. Both temporary and permanent stabilization practices are to be installed according to the Sedgwick County Conservation District standards and specifications.

The following are adapted perennial grasses and should be seeded at the following rates:

STANDARD RATES:

Native bluestem mix, 3 pounds per 1,000 square feet
Tall fescue, 3 pounds per 1,000 square feet
Bromegrass, 3 pounds per 1,000 square feet

SPECIAL RATES: _____

Apply nitrogen fertilizer at the rates listed below or have the soil tested and apply fertilizer accordingly.

STANDARD RATES:

Tall fescue, 2 pounds per 1,000 square feet
Bromegrass, 2 pounds per 1,000 square feet

SPECIAL RATES: _____

Adapted perennial grasses for sodding are fescue, zoysia, and bluegrass.

- 7. Loose-pile material that is excavated for building construction purposes. Keep it loose-piled until it is used for foundation backfill or until the lot is ready for final grading and permanent vegetation.
- 8. Stabilize each lot within 60 days after work starts on home or other building construction.
- 9. Backfill, compact, seed and mulch trenches within 60 days after they are opened.
- 10. Discharge water from outlet structures at non-erosive velocities.
- 11. If additional information or on-site assistance is needed relative to soils, seeding procedures, structure design or related problems, call this number: 316-943-9471.
- 12. Divert foreign runoff water around area during construction.
- 13. Remove all debris such as tree stumps, scrap lumber, mortar or concrete, and rocks. Do not bury them; wood will eventually rot and cause settling; rocks, mortar and concrete can cause real difficulties in lawn maintenance and later construction.
- 14. OTHER _____

DISTRIBUTION: Original to Developer and/or Owner
Copy to Metropolitan Area Planning Dept. Staff
File Copy: Sedgwick County Conservation District

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 76-125 Name THE MOORINGS
Date Application Rec'd. 12-6-76 Preliminary Approval
Scheduled S/D Meeting 12-16-76

DESCRIPTION

General Location West side of Meridian between 42nd Street North
and 49th Street North.

Owner V. Harley Miles

Surveyor/Engineer Reiss & Goodness Engineers

Address 2160 West 21st Street North Phone 838-0213

- | | | | |
|---|--------------------|--------------------------------|-----------------|
| 1. Gross Acreage of Plat | 239.5 | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. 64 R/W | 10,600 ft. |
| Residential | 276 | b. 70 R/W | 5,650 ft. |
| Commercial | 5 | c. _____ R/W | _____ ft. |
| Industrial | _____ | d. _____ R/W | _____ ft. |
| Other | _____ | e. _____ R/W | _____ ft. |
| Total Number of Lots | 281 | TOTAL | 16,250 ft. |
| 3. Minimum Lot Frontage | 50 ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | 4,500 sq. ft. | streets? _____ yes _____ X no | |
| 5. Existing Zoning | AA & LC | | |
| 6. Proposed Zoning | AA & LC | | |
| 9. Public Water Supply | Yes (Yes-No) | Name | City of Wichita |
| 10. Public Sanitary Sewers | Yes(Yes-No) | Name | City of Wichita |
| 11. Health Department Approval (where applicable) | Yes _____ (Yes-No) | | |
| 12. City of Wichita | X _____ | Three-Mile Area | _____ |

STAFF COMMENTS:

- A. The associated cases Z-1825, "AA" to "LC" and DP-78, Commercial and Residential Community Unit Plan, have been approved by the Board of City Commissioners subject to platting of the entire property within four years.
- B. It should be noted that the building setbacks and access controls indicated on the plat correspond to the setbacks and access controls established on the associated C.U.P. DP-78.
- C. Some of the street names for the cul-de-sac streets are not in accordance with the street naming policy which states that Courts shall bear the same name as the street from which they emanate. The applicants and/or their engineer shall contact Tim Cain of the Department of Public Works regarding the appropriate street names to be indicated on the final plat.
- D. As required in the approval of the associated C.U.P., an overall drainage plan for subject property shall be submitted to the Flood Control Office for review and approval. No final plats shall be submitted until said drainage plan has been approved by the Flood Control Office.
- E. The applicants shall guarantee all drainage improvements associated with the plat.
- F. The applicants' representative and the representatives from the Public Works and Water Departments shall be prepared to discuss how subject property is to be served by sanitary sewer and a public water supply since sewer and water are not now available to the site.
- G. The applicants shall guarantee the installation of sanitary sewer and city water to serve all lots being platted.
- H. The applicants shall guarantee the paving of all streets.

- I. The applicants shall guarantee the construction of accel-decel lanes along the west side of Meridian adjacent to the major entrances on Blocks H and G, as required by the C.U.P.
- J. The applicants shall guarantee the construction of sidewalks adjacent to both sides of all streets except the streets within Blocks I, J and K.
- K. The applicants shall submit a sidewalk plan with the final plats of Blocks I, J and K. Said plan shall be reviewed and approved by the Subdivision Committee prior to the final plats being forwarded to the Planning Commission.
- L. The submitted Homes Association when approved as to form and content and has been properly executed shall be recorded with the final plat and a recorded copy furnished to the Planning Department prior to the issuance of any building permits.
- M. As required by the C.U.P., prior to issuance of any building permits on Lot 1, Block G, a traffic plan which shows locations of proposed buildings, parking areas, drives and circulation isles, shall be submitted to the Planning Department for review and approval.
- N. All utilities including telephone and electric, shall be installed underground.
- O. Requirements of a final plat (see pages 20-25, Part 4, Article 5 of the M.A.P.C. Subdivision Regulations).

December 7, 1976

Mr. C. Bill Bachman
1901 West 13th Street
Wichita, Kansas 67203

Re: S/D 76-125 -
The Moorings

Dear Mr. Bachman:

Enclosed is a receipt for your check in the amount of \$890 on the above captioned Subdivision, generally located on the west side of Meridian between 42nd St. North and 49th Street North. This matter has been scheduled to appear on the Metropolitan Area Planning Commission Subdivision Committee agenda for December 16, 1976.

If you have any questions, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:el

Enclosure

Map No.: 5252-5253
Section No.: 25-24
Twp. No.: 26-26
Range: 15-15

S/D No. 76-125
(Assoc. DP. 78 + 2-1825)

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: The Moorings

General Location: 45th Street North and Meridian
West side of Meridian between 42nd St North + 49th St North

Name of Property Owner: V. Harley Miles
Address: 4852 N. Meridian 67204 Phone: 838-3362
Name of Subdivider: C. Bill Bachman
Address: 1901 W. 13th Street 67203 Phone: 267-7331
Name of Agent/Surveyor: Reiss & Goodness Engineers
Address: 2160 W. 21st Street North 67203 Phone: 838-0213
Date of Application: December 6, 1976

SUBDIVISION INFORMATION:

- | | |
|---|--|
| 1. Gross Acreage of Plat <u>239.5</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>64</u> R/W <u>10,600</u> ft. |
| Residential <u>276</u> | b. <u>70</u> R/W <u>5,650</u> ft. |
| Commercial <u>5</u> | c. _____ R/W _____ ft. |
| Industrial <u>0</u> | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>281</u> | TOTAL <u>16250</u> ft. |
| 3. Minimum Lot Frontage <u>50</u> ft. | 8. Sidewalk adjacent to all streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> <input type="checkbox"/> |
| 4. Minimum Lot Area <u>4500</u> sq. ft. | |
| 5. Existing Zoning _____ | |
| 6. Proposed Zoning _____ | |
| 9. Public Water Supply <u>_____</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>_____</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | |
| 12. City of Wichita <u>xx</u> Three-Mile Area | |

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

Owner's Signature: V. Harley Miles

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

Received by Carl Healy
Date 12-6-76
Fee Submitted \$590

Harley Miles and Bill Bachman both own property in the Moorings. Development will be by their jointly owned corporation which is known as MIBAC.

T9-301B
(2-71)



PHONE (316) 267-7331

Bill Bachman and Associates

1901 WEST THIRTEENTH • WICHITA, KANSAS 67203

Builders

Realtors

Developers

December 6, 1976

Wichita-Sedgwick County
Metropolitan Area Planning
455 N. Main
Wichita, Kansas

SUBJECT: THE MORRINGS ^{MORRINGS} DEVELOPMENT PLAN

Gentlemen:

Enclosed you will find a preliminary copy of the subdivision restrictions dealing with both land and water areas.

The price range we are anticipating will be predominantly \$80,000 - \$150,000, of those properties to be sold. Rentals or Condominiums will be higher than normal range, and all construction will be highly supervised toward a quality development.

It is the intent of the Developers to require a full release of liability from every owner and tenant for the use of water areas and common land areas.

The construction of all streets and utilities should be by petition and the cost assessed back against the property.

The entire theme of the subdivision will have a nautical feel, since most of the homes will be on the water or nearby. Each resident will have water and open space land privileges and the Developers plan at least two common docks, plus two common recreational areas.

Harley Miles and I each plan to be some of the earliest residents, and our major concern is to have an exceptional area to live in.



CBB;mmw

Sincerely,

MIB&C, INC.

Bill Bachman
C. Bill Bachman, President

DECLARATION OF COVENANTS AND THE MOORINGS, RESTRICTIONS
OF ADDITION TO SEDGWICK COUNTY, KANSAS

MIBAC, INCORPORATED, hereinafter referred to as "DECLARANT" being the owner of that certain real property subject to the Declaration, DOES HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DOES HEREBY DECLARE, FIX AND ESTABLISH the covenants, conditions, restrictions, liens and charges upon and subject to which all of the property subject to this Declaration, and all part or portions thereof, improvements thereon and interests therein, shall be held, used, occupied, leased, subleased or otherwise transferred; all of which are for the benefit of said property and each person having any interest therein as owner or lessee or sublessee; and the same and each of them shall inure to and be binding upon each and every successive successor in interest of each such person, and the same and each of same is hereby imposed upon said property as a servitude in favor thereof and interest therein as the dominant tenement or tenements, to-wit:

ARTICLE I

PROPERTY DESCRIPTION:

The property subject to this Declaration hereinbefore and hereinafter referred to as "subject property" is situated in the County of Sedgwick, State of Kansas, and is particularly described as follows:

THE MOORINGS, Addition to Sedgwick
County, Kansas.

ARTICLE II

DEFINITIONS:

Unless the context clearly indicates a different meaning therefor, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same may be used) shall be deemed to mean and shall be defined as hereinafter in this Article II set forth:

ARTICLES OF INCORPORATION AND BY-LAWS:

Articles of Incorporation or By-Laws, as the case may be, of the Association as the same may be amended from time to time.

ASSOCIATION:

The Moorings Home Owners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described. Wherever "The Moorings Homeowners Association", or just "Association" is mentioned, it is explicitly understood that the Developer, MIBAC, INC. shall exercise control over The Homeowners Association and/or The Architectural Committee until 80% of the lots are developed or sold. The Homeowners Association shall elect the Architectural Committee after said 80% development or sales of lots. All water areas and/or common areas shall remain the property of MIBAC, INC. until 80% of said development or sales of lots.

COMMUNITY FACILITIES:

All facilities placed or erected on a community area and all facilities serving more than one residence site or one owner and including drives, walks, parking areas, sewers, electrical, water, gas, television, and telephone services and fixtures, storage and equipment areas or enclosures, parks, open spaces, planted and landscaped areas, sprinkling systems and recreation areas, plus docks, water equipment, commonly owned boats and maintenance equipment -- but not confined to the above only.

PROPERTY OWNERS AND TENANTS SHALL HAVE THE USE OF WATER AREAS OR COMMON AREAS UNDER THE FOLLOWING USE REGULATIONS

OWNER:

Any person or persons who own a residence site in fee simple in any part of THE MOORINGS, Sedgwick County, Kansas, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

TENANT:

Any person leasing or renting from an Owner.

COMMUNITY OR COMMON AREAS:

LAND: Referred to as open space.
WATER AREAS: May be used by property owners and tenants living in THE MOORINGS properties for the purposes of sailing, rowing or paddling of boats. No high speed power boats, or any power boat not specifically licensed by the Association shall be allowed on the water area. Docks may protrude 4 feet into water area, but not more, and in no case shall any pollution of water occur as a result of use by owner or tenant. No owner or tenant may cause the water to be polluted by draining chemicals or organic fertilizers into the water areas. No gasoline or petroleum motor driven boats may be used unless specifically licensed by THE MOORINGS PROPERTY OWNERS ASSOCIATION for the welfare or safety of residents, or for repairs and maintenance of banks, electrical, etc. Low speed water taxis may be licensed by The Association, or provided by The Association--but shall be controlled in their use by The Association.

ARTICLE III

OCCUPANCY:
Conduct:

An owner or his tenant shall not interfere with the rights of other owners, the Association, or the Declarant, nor intentionally or unintentionally, annoy any of such or any of the occupants of subject property by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

An owner or his tenant shall obey and comply with all public laws, ordinances, rules and regulations and all ground rules now or hereafter promulgated as provided for in this Declaration.

No owner or his tenant shall do or allow to be done any act which causes, or threatens to cause any damage, encroachment, or disrepair to the subject property community facilities, or the residence site of any other owner. No owner shall do, allow or cause water areas pollution to occur, nor contribute in acts upon said water areas which endanger others.

ARTICLE IV

RESTRICTIVE COVENANTS:

The subject property shall be used and occupied for residential purposes only, except areas marked and zoned commercial.

Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and in the common areas. Dogs and other animals shall not be allowed to trespass in or on common areas or water.

There shall not be any external television or radio antennas erected, and no owner shall erect any structures, either permanent or temporary, upon any of the common areas.

No automobile, truck, motorcycle, motorbike, boat, house-trailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common area, driveways or upon residential streets.

Motor scooters, mini trail bikes, or similar vehicles shall be operated for transportation only and no joy riding on the streets or lot premises shall be allowed.

Those garage doors which are allowed to face on a street shall be kept closed at all times when not necessary for the purpose of ingress or maintenance.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used, second hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land.

No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals. Household pets may not exceed 2 animals.

No signs, advertisements, billboard or advertising structures or any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Oil drilling, oil development, operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, or in any common area to all building sites, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any of the building sites covered by these covenants, or in any area common to all building sites. Fuel oil storage tanks as a part of the heating equipment of a detached single family dwelling shall be permitted only if located underground.

THE MOORINGS HOMEOWNER ASSOCIATION shall also have the right to enforce the restrictive covenants set out herein.

ARTICLE V

ASSOCIATION: Powers and Duties:

THE MOORINGS HOMEOWNERS ASSOCIATION of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

MIBAC, INC. shall carry out all of the duties and powers herein delegated to the Association in regard to each particular platted area until at least eighty (80) per cent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with these Declarations of Covenants and Restrictions of development as aforesaid, such platted area shall be turned over to the Association which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided however that MIBAC, INC. may at its option at any time turn the management of any platted area over to the Association. The Association and MIBAC, INC. shall cooperate fully in the management of all areas.

MIBAC, INC. shall maintain, develop and manage all unsold portions of the property at its sole cost and the Association shall not levy any assessment against MIBAC, INC. for any reason.

The Association shall own and maintain the common areas, reserves and access easements.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out.

**ASSOCIATION:
Operations and
Expenses:**

The Association shall establish such committees as may be provided for in its By-laws, shall engage a manager, secretaries, engineers, auditors, legal counsel, and other employees or consultants as may be reasonable necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay all other expenses necessary or incidental to the conduct or carrying on of its business.

**ASSOCIATION:
Enforcement:**

The Association may engage a professional management firm and turn over to such firm any duties required by its Charter and By-laws and this Declaration, or may contract with others to perform such duties or any part thereof. The Association shall have the duty to enforce each and every of the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of such action or other enforcement procedure.

The Association by three-fourths vote of the Board of Directors shall have the power to levy fines up to and including Five Hundred Dollars (\$500.00) against any Owner who has breached or threatens to breach any of the provisions of this Declaration or By-laws of the Association. Owners shall be responsible for their Tenants.

**ASSOCIATION:
Taxes and Assessments:**

Each Owner shall be obligated to pay the taxes or assessments assessed by the County Assessor against his own residence site, or personal property.

ARTICLE VI

**ASSESSMENTS AND LIENS:
General Assessments:**

Each Owner shall pay to the Association, the assessments which shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of the property. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

**ASSESSMENTS AND LIENS:
Basis and Operating
Fund:**

All general assessments shall be made against each Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners.

Each new Owner and MIBAC, INC. shall pay an original charge of Seventy-five Dollars (\$75.00) to the Association to be used as an operating fund for the Association.

**ASSESSMENTS AND LIENS:
Special Assessments:**

The Association may, from time to time, at a regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against each residence site for the operation of the Association and the operation, maintenance, care and improvement of such property. In addition, the Association shall have the authority to establish and fix a

special assessment on any residence site to secure the liability of the Owner of such residence site to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessment shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association and shall thereafter bear interest until paid in full at a rate to be established by the Association Board of Directors.

**ASSESSMENTS AND LIENS:
Collection and
Expenditures:**

The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may in addition to such assessments charge and assess costs (including reasonable attorney fees) and penalties and interest for the late payment or non-payment thereof. The Association shall have the authority to expend all moneys collected from such assessments, costs, penalties, and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association and provided for in this Declaration and in the Articles of Incorporation and By-laws of the Association.

**ASSESSMENTS AND LIENS:
Delinquency:**

Thirty (30) days after any general or special charge and assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied.

**ASSESSMENTS AND LIENS:
Notice of Delinquency:**

At any time after general or special charge and assessment against any residence site has become a lien and delinquent, the Association may record a Notice of Delinquency as to such residence site, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the residence site against which the same has been assessed, and the name of the record or reputed record owner thereof and such notice shall be signed by an officer of the Association.

Upon payment or other satisfaction of said assessment, interest, penalties and costs in connection of which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

**ASSESSMENTS AND LIENS:
Enforcement of Liens:**

Each lien established pursuant to the provisions of this Declaration by the recording of a Notice of Delinquency as hereinabove provided, may be foreclosed as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorney's fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

**ASSESSMENTS AND LIENS:
Reservation of Liens:**

Declarant, as to the property covered by this Declaration and each residence site embraced therein, has established and does hereby establish, reserve and impose a lien thereon securing each assessment provided by this Declaration, together with said costs, penalties and interest, and Declarant does hereby assign to the Association the right to collect and enforce the collection of the same in accordance with and subject to the limitations contained in each of the provisions of this Declaration.

ASSESSMENTS AND LIENS: Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to any valid bona fide mortgage (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any residence site purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

ARTICLE VII

REPAIR AND RESTORATION: Should any community facilities or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association, shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property.

REPAIR AND RESTORATION: The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties, and in that event all insurance proceeds collected and any additional amount of cost and expense in excess thereof shall be paid over to the Association to be used by or to reimburse it for such repair or restoration.

REPAIR AND RESTORATION: No work provided for in this Article or elsewhere in this Declaration shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having jurisdiction of the work.

ARTICLE VIII

EASEMENTS: There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective interests shall obtain, the easements and rights of way as particularly identified in this Article.

EASEMENTS: MIBAC, INC. specifically reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement and right-of-way over the common area, for the purpose of constructing, maintaining, repairing, replacing, and rebuilding underground pipe lines, drains and/or mains for the purpose of conveying gas, water, and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the location of said pipes, drains, and/or mains; provided, however, the subject property is at all times to be replaced in its original state at the expense of the Declarant, his successors and assigns, for the purpose of developing all residence sites located upon subject property and any contiguous and adjacent property to be developed at a later time. This easement is not intended to be exclusive and it is not intended to prohibit or restrain the owners of the subject property to use the land for their benefit.

MIBAC, INC. or its Designate may use such easements for the purposes necessary to construct, erect and maintain public utilities for the benefit of such property.

ARTICLE IX

OFF STREET PARKING:

Each residence site upon which a dwelling is constructed shall contain a minimum of three suitable surfaced parking spaces, such parking spaces shall be off-street and shall be on the dwelling site either connected to or a part of the driveway from the street. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.

ARTICLE X

ARCHITECTURAL CONTROL COMMITTEE:

It is understood that MIBAC, INC. (the Developer) intends to exercise rigid controls in the development of THE MOORINGS, and any statement made inferring or implying the transfer of architectural control, or the full control of water areas, or common areas, whether it be landscaping or other use, or the control of improvements thereon, shall in no way diminish or obscure MIBAC, INC. control until 80% development or sales is complete. Only upon 80% development will THE MOORINGS Property Owners Association assume control of architecture or common water and recreational areas.

No dwelling outbuilding, landscaping, fencing, or improvement shall be erected, placed, altered, or permitted to remain on any premises in said development, until the building or other improvements, plans, specifications and any plats showing the location of such improvement on the particular building site have been submitted to and approved in writing as to the external design and as to the location of improvements with respect to topography, grade and finished ground elevation by a committee composed of the Architectural Committee.

Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members, thereof, shall be binding upon all parties. The Architectural Control Committee shall have the power to regulate the distance between improvements on adjoining residence sites in order that no residence shall be closer than sixteen (16) feet to any other residence, and also to control the minimum size of the structure to be erected on any building site. No house shall be placed closer than eight (8) feet to any side lot line. Provided, however, that the Declarant's Board of Directors may at any time at its option delegate the authority herein contained.

Provided, however, that if the Architectural Control Committee does not approve or reject the designation and location within thirty (30) days as above set out, that the owner or his agent shall notify one of the Architectural Control Committee members of his intention to commence construction on the plans submitted by delivering such notice to such member at least forty eight (48) hours before such construction is commenced.

Provided further that neither said Committee nor the Declarant shall be liable in damages to anyone so submitting plans for approval, for failure or neglect to approve the same. In event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said committee, this covenant will be deemed to have been fully complied with. If construction or alteration or improvements are begun in violation of the terms and conditions

of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment, or alteration of such improvements, or bring mandatory injunctions to require the removal thereof.

ARTICLE XI

MISCELLANEOUS:
Acceptance of Pro-
visions by Grantee:

The Association and each grantee hereafter of any part or portion of the property covered by this Declaration and any purchaser under any grant contract of sale or any lessee under any lease covering any part or portion of such property, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

MISCELLANEOUS:
Interpretations of
Restrictions:

In interpreting and applying the provisions of this Declaration they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners of said property. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants, or other agreements, between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then in that case the provisions of this Declaration shall control.

MISCELLANEOUS:
Construction and
Validity of
Restrictions:

All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

MISCELLANEOUS:
Assignment of Powers:

Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed, or released by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein. In a like manner and for a like term, such powers and duties may be assigned to THE MOORINGS Property Owners Association.

MISCELLANEOUS:
Waiver and Exceptions:

The failure by the Association or of Declarant or of any Owner of any residence site included in said property or any other person, to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

MISCELLANEOUS:
Titles:

All titles used in this Declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them affect that which is set forth in this Article, section or subsection

nor any of the terms or provisions of this Declaration nor the meaning thereof.

**MISCELLANEOUS:
Singular and Plural
Masculine and
Feminine:**

The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

**MISCELLANEOUS:
Successors in
Interest:**

Reference herein to either the Association or Declarant shall include each successor to the affairs as such, and each such successor shall succeed to the rights, powers and authority hereunder of such to whose affairs it succeeds.

**MISCELLANEOUS:
Amendments:**

These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of fifty (50) years from the date hereof. No modification, repeal or amendments of this Declaration shall be effective or binding upon any party or upon any real property subject hereto or benefited hereby unless an instrument in writing shall be duly recorded and unless it be executed by the Association and by not less than eighty (80) percent of the property owners.

**MAINTENANCE OF
COMMON AREAS:**

Declarant further covenants that the areas specifically referred to as water and open space in said Plat of THE MOORINGS shall be owned by MIBAC, INC. until such time as eighty (80) percent of the lots are sold or developed and at that time shall be deeded to THE MOORINGS HOME OWNERS ASSOCIATION of the State of Kansas, and that such areas shall be landscaped and maintained by the said MIBAC, INC. or THE MOORINGS HOME OWNERS ASSOCIATION (After 80% development), and that the expense of the same shall be raised by special assessments levied by The Home Owners Association as hereinbefore set out.