

PLAT NO. S/D 77-38 MAP NO. J-1W-C 4843

NAME MID-CONTINENT INDUSTRIAL PARK II

LOCATION: North of MacArthur, east of Maize Road

ENGINEER Delamater, Freund & Scherer, P.A.

OWNER Mid-Continent Development, Inc.

APPLICATION FILED 3-22-77

SKETCH PLAT FILED \_\_\_\_\_

PRELIMINARY FILED \_\_\_\_\_

S/D ACTION \_\_\_\_\_

FINAL FILED 3-22-77

S/D ACTION 4-7-77 Approve

MAPC ACTION 4-14-77 Approved

BCC ACTION 1-17-78 Approved

RECORDED Feb. 1, 1978

REMARKS See S/D 73-123 for Preliminary Plat.

SCZ-0317

S/D 77-38 - MID-CONTINENT INDUS-  
TRIAL PARK II - North of Mac  
Arthur, east of Maize Road by  
Delamater, Freund & Scherer, P.A.

POSTED  
3-15-77

ACTION

	DATE
S/D COMMITTEE <i>(final) approved</i>	<u>4-7-77</u>
M.A.P.C. <i>Approved</i>	<u>4-14-77</u>
B.C.C./B.C.C. <i>Approved</i>	<u>1-17-78</u>

J-1W-C

Map No. 4843  
Sec. No. 8  
Twp. No. 28S  
Range 1W

Subdivision Report and Progress  
S/D No.: 77-38

Name: MID-CONTINENT INDUSTRIAL PARK II

General Location: North of MacArthur, east of Maize Road

Owner: Mid-Continent Development, Inc.  
Address: P.O. Box 12086, Wichita 67212 Phone: 942-3276  
Subdivider: Same as above  
Address: Phone:  
Engineer/Surveyor: Delamater, Freund & Scherer, P.A.  
Address: 412 Century Plaza, Wichita 67202 Phone: 263-6121

Application Received 3-22-77  
Conf. with Applicant  
Sketch Plat Received  
Present Zoning "R-1"  
Proposed Zoning "E" (SCZ-0317)  
Letter of Intent

FINAL PLAT RECEIVED 3-22-77  
S/D Comm. Action 4-7-77 *approve*  
Dept. Report on Final  
M.A.P.C. ACTION 4-14-77 *Approved*  
Dept. Report on Final  
Letter on Irons Received  
Title/Taxes Rec'd & Reviewed  
Final Review  
Referral to B.C.C.

PREL. PLAT RECEIVED  
S/D Comm. Action  
Dept. Report on Prel.

B.C.C. ACTION 1-17-78 *Approved*  
Recorded 2-1-78

TRACING PROGRESS:  
Received  
Released  
Received  
Released

Comments:

See S/D 73-123 for Preliminary Plat.  
1-20-78 *Left message at Freund's office that plat is ready for recording*

REGISTER OF DEEDS  
SEDGWICK COUNTY, KANSAS

S/D 77-38  
(Prelim S/D 73-123)  
SCZ-0317

MID-CONTINENT INDUSTRIAL PARK II ADDITION was  
filed for record on February 1, 1978

*Barbara J. McCarty*  
Register of Deeds

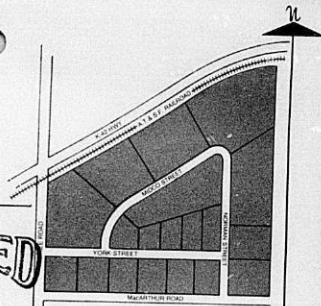
MID-CONTINENT IND. PARK II

Waco Township  
U.S.D. #265  
Sedgwick Co. Elec. Coop.  
T9-302 (2)

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

T9-328

**MID-CONTINENT  
INDUSTRIAL PARK**  
MAIZE ROAD AT MACARTHUR ROAD



April 3, 1981

**RECEIVED**

APR 6 1981

METROPOLITAN, PLANNING

ROUTE  *Home*

Louise Olivarez,  
Senior Planner,  
Metropolitan Area Planning Dept.,  
455 North Main,  
Wichita, KS 67202.

Re: Mid-Continent Industrial Parks I and II -  
Wastewater facility.

Dear Louise:

Enclosed please find a copy of the recorded revised  
agreement for Utility Improvements, as per your  
request.

I wish to thank you for the courtesies that you  
extended me and also for your assistance in helping  
me in preparing this document. I truly appreciate  
it.

Sincerely,

MID-CONTINENT INDUSTRIAL DEVELOPMENT INC.

*John D. Evans*  
John D. Evans.

JDE:be  
encls-1

MID-CONTINENT INDUSTRIAL DEVELOPMENT, INC.  
P. O. BOX 12086 • WICHITA, KANSAS 67277 • 316/942-0831

REVISED AGREEMENT FOR UTILITY IMPROVEMENTS AFFECTING MID-CONTINENT INDUSTRIAL PARK I AND MID-CONTINENT INDUSTRIAL PARK II

WHEREAS there was filed of record on January 23, 1978, in the Register of Deeds' Office of Sedgwick County, Kansas on Film 288, Page 113, a document entitled "Agreement for Utility Improvements"; and

WHEREAS such agreement limits the generation of sewage on each lot in Mid-Continent Industrial Parks I and II as specified in item four of said recorded agreement; and

WHEREAS a revision of this sewage limitation has now been approved by the Health Department of the State of Kansas and the County of Sedgwick and by the County of Sedgwick Department of Public Works;

NOW, THEREFORE, upon the recording of this revised document, the original sewage limitation in item four of the above-referenced recorded agreement shall become null and void and the following revised sewage limitation shall apply to all lots in Mid-Continent Industrial Parks I and II:

4. To limit the generation of sewage on both Mid-Continent Industrial Park I and Mid-Continent Industrial Park II together to no more than 3,250,000 gallons per year which would be an average of 62,500 gallons per week, and that all sewage enter into the district sewer system; that the strength of such sewage discharge shall be similar to and not exceed the strength of domestic or residential waste water; that no toxic waste shall be discharged into such sewer system.

WITNESS our hands and seals this 25th day of March 1981.

MID-CONTINENT INDUSTRIAL DEVELOPMENT, INC.

By John D. Evans  
John D. Evans, President

ATTEST:

Barbara J. Evans  
Secretary.

STATE OF KANSAS )  
                          ) SS  
SEDGWICK COUNTY )

MICROFILMED  
OF RECORD

STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
MAR 25 1981  
NO. 5 1121.0  
BETTE F. MCCART  
REGISTRAR OF DEEDS  
Wichita  
Kans.

Personally appeared before me a notary public in and for the County and State aforesaid, John D. Evans, President of Mid-Continent Industrial Development, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas this 25th day of March 1981.

Ruth L. Murphy  
Notary Public

My commission expires:

RUTH L. MURPHY  
NOTARY PUBLIC  
STATE OF KANSAS  
My App. Exp. 12-31-82

500  
8-8-84  
Mid-Continent Industrial Devl  
Box 12086  
67217

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

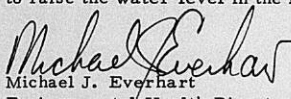
OFFICE OF Environmental Health      DATE March 26, 1981

TO Louise Olivarez, Senior Planner, Metropolitan Area Planning Department

FROM Michael J. Everhart, Environmental Health Director

SUBJECT Mid-Continent Industrial Park  
Waste Water Facility

I concur with the suggested revisions in the Agreement for Utility Improvements for the waste water treatment facility serving the Mid-Continent Industrial Park. Our experience with smaller, residential lagoon systems in the immediate area tends to agree with Mr. Innes' remarks concerning the higher than anticipated seepage rates. This department would certainly support an appropriate increase in waste water flow to this facility in order to raise the water level in the lagoons to near the designed working capacity.

  
Michael J. Everhart  
Environmental Health Director

MJE:pp

cc John D. Evans  
Steve Innes  
Andy Harkness

RECEIVED

APR 1 1981

METROPOLITAN PLANNING

ROUTE  Louise  
 \_\_\_\_\_

March 20, 1981

John D. Evans, President  
Mid-Continent Industrial Development, Inc.  
500 S. Florence  
Wichita, Kansas 67209

Re: Mid-Continent Industrial Parks I and II - Wastewater Facility

Dear Mr. Evans:

In accordance with our telephone conversation this morning, I am enclosing some suggested introductory wording for the revised agreement for utility improvements within the Mid-Continent Industrial Parks. As we discussed on the phone, you will need to get the County Health Department's concurrence and you may need to get other lot owners' signatures on the revised agreement.

If you have any questions about this matter, please call me at 268-4421. We would appreciate receiving a copy of the revised agreement after it is recorded.

Sincerely,

Louise Olivarez  
Senior Planner

LO:bh

Encl.

REVISED AGREEMENT FOR UTILITY IMPROVEMENTS AFFECTING MID-CONTINENT  
INDUSTRIAL PARK I AND MID-CONTINENT INDUSTRIAL PARK II

WHEREAS there was filed of record on January 23, 1978,  
in the Register of Deeds' Office of Sedgwick County, Kansas on  
Film 288, Page 113, a document entitled "Agreement for Utility  
Improvements"; and

WHEREAS such agreement limits the generation of sewage  
on each lot in Mid-Continent Industrial Parks I and II as specified  
in item four of said recorded agreement; and

WHEREAS a revision of this sewage limitation has now been  
approved by the Health Departments of the State of Kansas and the  
County of Sedgwick and by the County of Sedgwick Department of  
Public Works;

NOW, THEREFORE, upon the recording of this revised docu-  
ment, the original sewage limitation in item four of the above-  
referenced recorded agreement shall become null and void and the  
following revised sewage limitation shall apply to all lots in  
Mid-Continent Industrial Parks I and II:

4. To limit .....(etc.)

Owners' signatures

Notarys' acknowledgements

REVISION OF AGREEMENT FOR UTILITY IMPROVEMENTS

Dated September 12, 1977

Paragraph 4 to be revised as follows:

4. To limit the generation of sewage on both Mid-Continent Industrial Park I and Mid-Continent Industrial Park II together to no more than 3,250,00 gallons per year which would be an average of 62,500 gallons per week, and that all sewage enter into the district sewer system; that the strength of such sewage discharge shall be similar to and not exceed the strength of domestic or residential waste water; that no toxic waste shall be discharged into such sewer system.

WITNESS our hands and seals this 19th day of March 1981.

MID-CONTINENT INDUSTRIAL DEVELOPMENT, INC.

By John D. Evans  
John D. Evans, President

ATTEST:

Beverly S. Starn  
Secretary.

STATE OF KANSAS )  
                  ) SS  
SEDGWICK COUNTY )

Personally appeared before me a notary public in and for the County and State aforesaid, John D. Evans, President of Mid-Continent Industrial Development, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas this 19th day of March 1981.

Betsy M. Leal  
Notary Public

My commission expires:

BETSY M. PEAK  
NOTARY PUBLIC  
Sedgwick County, Kansas  
My Appt. Exp. 11-17-82



SEDGWICK COUNTY COURTHOUSE

**COUNTY OF SEDGWICK**  
**DEPARTMENT OF PUBLIC WORKS**

1250 S. SENECA  
WICHITA, KANSAS 67213

PHONE 268-7901

Claud S. Shelor, P. E.  
Director of Public Works

March 16, 1981

942 3275  
John D. Evans, President  
Mid-Continent Industrial Development, Inc.  
500 South Florence  
Wichita, Kansas 67209

RE: Mid-Continent Industrial Park  
Wastewater Facility

Dear Mr. Evans:

I am in complete agreement with the Kansas Department of Health and Environment proposed revision of paragraph 4 of the Agreement for Utility Improvements.

Copies of the KDHE letter, containing the proposed revision, the Reiss & Goodness Engineers report, and the Mid-Continent Industrial Development, Inc.-Sedgwick County agreement are attached for your reference.

Very truly yours,

Joe D. Freeman, P. E.  
Deputy Director of Public Works

JDF/bd

enc:

cc: Claud S. Shelor, P.E., Director of Public Works  
Steve Iness, P. E., KDHE  
Mike Everhart, Wichita/Sedgwick County Health Department  
Maurice Dingle, P.E., Reiss & Goodness  
Wilmer Freund, P.E., Delamater, Freund & Associates  
Robert Lakin, Director M.A.P.D.

State of Kansas . . . John Carlin, Governor

DEPARTMENT OF HEALTH AND ENVIRONMENT

Joseph F. Harkins, Secretary

Forbes Field  
Topeka, Kansas 66620  
913-662-9360



South Central District Office  
111 W. Douglas #202  
Wichita, KS 67202

March 5, 1981

John D. Evans, Pres.  
Mid-Continent Industrial Development, Inc.  
500 S. Florence  
Wichita, KS 67209

Re: Mid-Continent Industrial Park  
Wastewater Facility

Dear John:

I have reviewed the information and data recently sent by Reiss & Goodness Engineers. The lagoons are definitely underloaded hydraulically now with only IFR, Inc. connected and only Cell 2, the smallest, in use at a depth of around three feet. The actual seepage rate in this cell is undoubtedly much in excess of the design rate (1"/yr) and very likely is more like the 1/8 inch per day found in the smaller lagoons in Sedgwick County where compaction is not specified.

I propose that paragraph 4 of the Agreement for Utility Improvements be rewritten to incorporate two changes. First, because of the experienced capabilities of the Sedgwick County Department of Public Works, the numerical limitations should be changed to just one figure: the design flow. This would provide the park with the flexibility needed and still prevent the lagoons from overloading. Second, the overall design flow should be raised from 36,800 gallons/week to 62,500 gpw, average. This will reflect what the lagoons will likely accommodate with a more realistic ultimate seepage rate.

Proposed revision of paragraph 4:

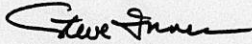
To limit the generation of sewage on both Mid-Continent Industrial Park I and Mid-Continent Industrial Park II together to no more than 3,250,000 gallons per year which would be an average of 62,500 gal per week, and that all sewage enter into the district sewer system; that the strength of such sewage discharge shall be similar to and not exceed the strength of domestic or residential waste water; that no toxic waste shall be discharged into such sewer system.

Mid-Continent Industrial Development, Inc.  
March 5, 1981  
Page 2

If this is satisfactory with you, I suggest that you contact Andy Harkness and Mike Everhart for their concurrence. Since the Agreement was filed of record with the plat, the Metro Area Planning Dept should be apprised of any changes.

Sincerely,

DIVISION OF ENVIRONMENT



Steve Innes, P.E.  
South Central District Engineer

SI:ss

cc: Maurice Dingler, Reiss & Goodness  
Wilmer Freund, Delamater, Freund & Assoc.  
Andy Harkness, Sedgwick Co. Public Works  
Mike Everhart, Wichita-Sedgwick Co. Health Dept.  
MAPD, 455 N. Main

REISS & GOODNESS ENGINEERS  
2160 WEST 21<sup>ST</sup> STREET - WICHITA, KANSAS 67202 (316) 632-0233

February 24, 1981

Mr. Steve Innes, P.E.  
District Engineer  
Kansas State Department of  
Health & Environment  
111 W. Douglas  
Wichita, Kansas 67202

RE: Mid-Continent Industrial Treatment Plant

Dear Steve:

In response to various questions raised concerning the capacity of the sewage treatment plant located at Mid-Continent Industrial Park, we conducted a flow study to determine the existing loading upon the plant (non-discharging ponds). We installed a Manning Flow Dipper Flow Meter to determine the flow. The meter was installed from January 15, 1981 through January 21, 1981. The average flow/week was computed to be approximately 13,800 gallons.

Based on this information the treatment plant's existing loading is approximately 38% of Design Capacity.

Existing Flow: 13,800 gallons/week  
Design Flow: 36,800 gallons/week

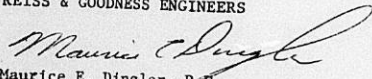
The president of Mid-Continent Industrial Development, Inc., Mr. John Evans, hereby requests that Paragraph Four be deleted from the Agreement for Utility Improvement (Copy Enclosed) to allow further development of the Area.

Also enclosed is a copy of the existing organic loading upon the plant. (NOTE: existing loading is domestic in nature).

If you have any further questions, please contact this office.

Very truly yours,

REISS & GOODNESS ENGINEERS



Maurice E. Dingler, P.E.

MED/rmk  
enc.

cc: John Evans ✓  
Andrew J. Harkness



AGREEMENT FOR UTILITY IMPROVEMENTS

Film 288 pg 113

Mid-Continent Industrial Development, Inc., a Kansas corporation, owner of Mid-Continent Industrial Park I and II in Sedgwick County, Kansas, for valuable consideration received from Sedgwick County, Kansas, the receipt of which is hereby acknowledged, hereby agrees as follows:

1. To finance, design and construct a water distribution system to serve each lot and building site in said Mid-Continent Industrial Park I and II at such time as a public water supply becomes available for connection.

2. To sign and execute a "benefit district" petition for such water service.

3. To place a meter on each individual water supply well at the time of building construction and to provide access thereto to the County Department of Public Works in order that it may determine usage in relation to sewer charges and flow restrictions.

4. To limit the generation of sewage on each lot of Mid-Continent Industrial Park I to 1,270 gallons per week (approximately 10 employees, 40 hours each week, with no process wastewater, or the equivalent) and to 319 gallons per week per acre of lot size (approximately 2-1/2 employees per acre, 40 hours each week, with no process wastewater, or the equivalent) on Mid-Continent Industrial Park II and that all sewage enter the district sewer system; that the strength of such sewage discharge shall be similar to and not exceed the strength of domestic or residential wastewater; that no toxic waste shall be discharged into such sewer system.

total of 39,472 gal. per week

5. To install and construct a Type A standard manhole at the time grantee connects with the sewer system situated on said real property.

6. This agreement shall be binding upon Mid-Continent Industrial Development, Inc., its successors and assigns.

WITNESS our hands and seals this 12th day of September, 1977.

MID-CONTINENT INDUSTRIAL DEVELOPMENT, INC.

By John D. Evans  
John D. Evans, President

ATTEST:

Dennis J. Evans  
Secretary



Joe B. Davis  
Notary Public  
8/12/80

STATE OF KANSAS )  
                          ) SS  
SEDGWICK COUNTY )

Personally appeared before me a notary public in and for the County and State aforesaid, John D. Evans, President of Mid-Continent Industrial Development, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 12 day of Sept., 1977.

My commission expires:

Aug 2  
JOE B. DAVIS  
NOTARY PUBLIC  
SEDGWICK COUNTY, KANSAS  
Comm. Exp. 8-12-80  
Notary Public



SEDGWICK COUNTY COURTHOUSE

**COUNTY OF SEDGWICK**  
DEPARTMENT OF PUBLIC WORKS

1018 STILLWELL  
WICHITA, KANSAS 67213

268-7901  
PHONE 268-2200

G. C. McLURE, JR., P. E.  
COUNTY ENGINEER/DIRECTOR OF PUBLIC WORKS

January 5, 1978


Mr. Robert Lakin, Director  
Metropolitan Area Planning Department  
City Hall  
455 North Main  
Wichita, Kansas 67203

RE: Mid-Continent Industrial Park II-Petition for Street Improvements

Dear Mr. Lakin:

Final approval of the application for the construction of street improvements under K.S.A. 68-728 has been approved by the Board of County Commissioners of Sedgwick County, Kansas and the minutes of the Special Meeting of the Board of County Commissioners, held on December 7, 1977, are attached hereto for your record.

Yours very truly,

  
G. C. McLure, Jr., P.E.  
County Engineer/Director  
of Public Works

Enclosure  
cc: Wilmer Freund



5-23-80

R.B. Clausen paid for  
Xerox copy of:

Memo from Gene Jones 6-21-77

" " 6-27-77

Agreement for Utility  
Improvements

BOARD OF SEDGWICK COUNTY COMMISSIONERS  
PROCEEDINGS

MEETING OF THE BOARD OF COUNTY COMMISSIONERS

SPECIAL MEETING

DECEMBER 7, 1977

HEARING ON PETITION FOR STREET IMPROVEMENTS  
IN MID CONTINENT PARK II

The Special Meeting of the Board of County Commissioners of Sedgwick County, Kansas, was called to order at 10:00 a.m., Wednesday, December 7, 1977, in the County Commission Meeting Room in the Courthouse in Wichita, Kansas by Commissioner Tom Scott, Chairman, with Commissioners John Hale and Everett Patrick and Deputy County Clerk, Vella Mitchell, in attendance

Mr. Tom Scott called the meeting to order; he asked that the records show that this is a special meeting to hear any of the public on the Petition for Street Improvements in Mid Continent Park II.

Mr. Jack H. Greene, Attorney appeared before the Board representing Mid Continent Inc. He stated that this meeting today was set because of a published notice for street improvements and the necessary notice has been published; and now this matter comes back to this commission for final approval of the application for streets. He stated that it was his understanding that if it was approved today the plat could be finished up and presented for signatures.

Mr. Scott asked the County Counselor if he had anything to present on this.

The Counselor indicated that he did not.

Mr. Scott asked the Counselor if everything was in order.

The Counselor stated that everything was in order.

Mr. Scott asked if there was anyone to be heard on this; anyone to be heard; anyone to be heard.

Mr. Scott asked what the pleasure of the Board was.

Mr. Hale so moved for approval.

Mr. Scott asked if there was a second.



BOARD OF SEDGWICK COUNTY COMMISSIONERS  
PROCEEDINGS

Special Meeting  
December 7, 1977 Page 2

Mr. Patrick seconded the motion.

Mr. Scott asked if there was any further discussion.

The motion carried with all Commissioners voting "aye".

Mr. Scott asked if there was anything else to come before the Board; it not the meeting was adjourned.

The meeting adjourned.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

\_\_\_\_\_  
TOM SCOTT, CHAIRMAN

\_\_\_\_\_  
JOHN HALE, COMMISSIONER

\_\_\_\_\_  
EVERETT PATRICK, COMMISSIONER

ATTEST:

\_\_\_\_\_  
DOROTHY K. WHITE, COUNTY CLERK

APPROVED: \_\_\_\_\_, 1977

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 77-38 Name Mid-Continent Industrial Park II  
Application & Sketch Filed: 3-22-77  
Preliminary Plat Filed: n/a Approved by S/D: n/a  
Final Plat Filed: 3-22-77 Approved by S/D: 4-7-77  
Approved by Metropolitan Area Planning Commission: 4-14-77

DESCRIPTION

General Location: On the east side of Maize Road in an area north of  
MacArthur Road

Surveyor or Engineer: Delamater, Freund & Scherer, P.A.  
Owner: Mid-Continent Development, Inc.  
Address: Box 12086, Wichita, Kansas 67212

- |   |                          |                       |
|---|--------------------------|-----------------------|
| 1. Gross Acreage of Plat <u>68.36</u>     | 6. Access Control        |                       |
| 2. Number of Lots:                        | St. Maize Road           | No. Openings <u>0</u> |
| Residential _____                         | St. _____                | No. Openings _____    |
| Commercial _____                          | St. _____                | No. Openings _____    |
| Industrial <u>5</u>                       | 7. Req'd Improvements    |                       |
| Other _____                               | St. Paving <u>reqd</u>   | Water <u>reqd</u>     |
| Total Number of Lots: <u>5</u>            | Sidewalk <u>not reqd</u> | Drainage <u>reqd</u>  |
| 3. Minimum Lot Area: <u>9.6</u> Acres     | Sewer <u>reqd</u>        | Other _____           |
| 4. Existing Zoning <u>R-1</u>             |                          |                       |
| 5. Special Problems Discussed <u>none</u> |                          |                       |

Valid petitions for paving of streets and extension of sanitary sewer lines have been approved and accepted by the Board of County Commissioners. The Health Department has approved the use of individual private water supplies for subject lots.

Planning Commission Recommendation:

- That this plat be approved subject to:
- The applicant submitting an avigational easement and a noise covenant covering subject property.
  - As requested by the Health Department, the applicant submitting an agreement for utility improvements to limit sewerage discharge and to provide for future agreement to join in a water benefit district petition when a public water supply is available
  - Recording of the plat within 30 days after approval by the Board of City Commissioners.

Bayouth moved and Bell seconded and it carried unanimously. Greider and Savina absent. Porter resigned.

NOTE: Associated County zone case SCZ-0317 "R-1" to "E" has been approved by the Board of County Commissioners subject to platting.

ACTION:

Accept the avigational easement and noise covenant and instruct the City Clerk to file the avigational easement, noise covenant and agreement for utility improvements with the Register of Deeds the 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.

**GREENE & KENNEDY**

ATTORNEYS AT LAW  
216 NORTH WACO  
WICHITA, KANSAS 67202

TELEPHONE 264-6293  
AREA CODE 316

JACK H. GREENE  
DAVID W. KENNEDY  
PAUL HESS

January 16, 1978

Curtis L. Newby  
Junior Planner  
Metropolitan Area Planning Commission  
City Hall - Tenth Floor  
455 North Main  
Wichita, Kansas 67202

In re: Mid-Continent Industrial Park II

Dear Curtis:

Enclosed is an ownership affidavit executed by the Security Title Company and filed of record on November 2, 1977, by William Timmerman, bond counsel. In addition to this affidavit it is my opinion that Mid-Continent Industrial Development, Inc. owns this property as of this date.

Very truly yours,

Jack H. Greene

JHG/lw  
Enclosure  
cc: Wilmer Freund

AFFIDAVIT OF OWNERSHIP

STATE OF KANSAS, SEDGWICK COUNTY, ss:

COMES NOW John D. Evans, being of legal age and duly sworn, states and says that he is the duly elected, qualified and acting President of Mid-Continent Industrial Development, Inc.; that he signed as such President and on behalf of said corporation a Petition to form a lateral sewer district known as Mid-Continent Industrial Park II of the following described real property, to-wit:

All that part of the Southwest Quarter (SW/4) of Section 8, Township 28 South, Range 1 West of the 6th P.M. lying South of Southerly Right of Way Line of the AT&SF Railway, except Mid-Continent Industrial Park I, Sedgwick County, Kansas, containing 68.36 acres, more or less  
(to be known as MID-CONTINENT INDUSTRIAL PARK II)

and that there was also filed with the said Petition an Ownership Certificate prepared by the Security Abstract & Title Company, Inc., dated at Wichita, Kansas, on the \_\_\_\_\_ day of \_\_\_\_\_, 1977, at 7:00 o'clock a.m. which shows the said corporation to be the sole owner of the above described real property.

Your Affiant further states that he knows of his own personal knowledge that there has been no change in the ownership of such real property, and that the said corporation, that is to say, Mid-Continent Industrial Development, Inc., is still the sole owner of the above described real property.

Further Affiant saith naught.

John D. Evans  
John D. Evans

Subscribed and sworn to before me this 12<sup>th</sup> day of June, 1977.



John West  
Notary Public

Commission expires: 11/28/78

A deed was filed in the Register of Deeds Office on May 20, 1974.

County Clerk's Office

By: Jeani Tilma

WA-60  
MID-CONTINENT INDUS. DEV. INC.  
1028 S McCOMAS  
WICHITA KS 67213

U-265-GCD  
PART SW $\frac{1}{4}$  LYING S AT-SF RR &  
N MID-CONTINENT INDUS. PARK I  
ADD. SECS-28-1W

Deed filed 5-20-74



434 NORTH MAIN  
WICHITA, KANSAS 67202  
267-8371

OWNERSHIP LIST

Tract

Property Owner

That portion of the SW $\frac{1}{4}$  of Section 8-28-1W lying South of the South line of A.T. & S.F. Railroad row, except that portion platted as Mid-Continent Industrial Park I (proposed plat of Mid-Continent Industrial Park II).

Mid-Continent Industrial Development Inc.  
1028 South McComas 67213

We hereby certify the foregoing to be a true and correct list of the property owners of the previously described tract (proposed plat of Mid-Continent Industrial Park II) as shown by the last deeds of record on file in the Office of the Register of Deeds of Sedgwick County, Kansas, on the 28th day of October, 1977 at 7:00 o'clock A.M.

THE SECURITY ABSTRACT & TITLE COMPANY, INC.

By

*Mary Gable*

Vice President

Order No. 257455

wh

*Curt*



**DELAMATER, FREUND & SCHERER, P.A.**

ENGINEERS & ARCHITECTS

(316) 263-6121

412 CENTURY PLAZA

WICHITA, KANSAS 67202

R. S. DELAMATER, P. E.  
WILMER FREUND, P. E.  
RICHARD D. SCHERER, P. E.  
NORMAN L. ROELF, P. E.  
RONALD L. HADLEY, ARCHITECT

January 16, 1978

Mr. Robert A. Lakin, Director  
Metropolitan Area Planning Department  
10th Floor, City Hall  
455 North Main  
Wichita, Kansas 67202

IN RE: Mid-Continent Industrial Park II, S/D 77-38

Attention: Mr. Curtis L. Newby, Junior Planner

Gentlemen:

Transmitted to you this morning is the mylar tracing of Mid-Continent Industrial Park II, along with the following: Tax Receipt Number 6002077597 dated December 19, 1977, showing taxes paid in full for the subject property and one copy of a traverse closure dated January 6, 1978.

Other documentation previously submitted to you consists of letters from the Sedgwick County Director of Public Works indicating that the petitions for street and sewer improvement have been accepted and approved by the Sedgwick County Commission, and a title opinion submitted to you by attorney for the owner. It is understood that the title opinion needs to be updated by letter to indicate current status.

This should complete the requirements in connection with this matter. We understand it will be on the City Commission Agenda for Tuesday, January 17, 1978.

We appreciate all of the assistance and cooperation you have given us in connection with this development.

Very truly yours,

DELAMATER, FREUND & ASSOCIATES, P.A.

*Wilmer Freund*  
Wilmer Freund, P.E.

cc: Mr. John Evans  
Mr. Jack Greene

230-J-II

WF/tlp



PLEASE DO NOT FOLD OR MUTILATE

15/15

IF THIS  
PAYMENT IS MADE  
IN LIEU IT MUST BE  
FOR THE FULL

PLEASE CONTACT  
COUNTY ASSESSOR ON  
QUESTIONS ABOUT  
ASSESSED VALUATION

LEGAL DESCRIPTION

PART SW 1/4 LYING S AT-SF RK &  
N MID-CONTINENT INDUS. PARK I  
ACC. SECB-28-16

230-J-II

77-RE-17-0271-04-5  
WA - -CCC60 27-08  
MID-CONTINENT INDUS. DEV. INC.  
1028 S MCCOMAS  
WICHITA KS 67213

MAKE CHECKS PAYABLE TO

SEDGWICK COUNTY TREASURER  
WICHITA, KANSAS 67203 PH. (316) 268-7851

INTEREST

CA

CK

DATE	INTEREST	PAID	RECEIPT NO.
DEC 19 77	336.41	.00	336.41
			600207759?

BILL LEVY	GENERAL TAX	SPECIAL TAX	TOTAL TAX	FIRST HALF	SECOND HALF	1977 REAL ESTATE TAX
778.785	336.41		336.41	168.20	168.21	

INTEREST TOTAL PAID RECEIPT NO.

Med. Con. Industrial Park II



SEDGWICK COUNTY COURTHOUSE

**COUNTY OF SEDGWICK**  
DEPARTMENT OF PUBLIC WORKS

1015 STILLWELL  
WICHITA, KANSAS 67213

268-7901  
PHONE 268-2200

G. C. MCLURE, JR., P. E.  
COUNTY ENGINEER/DIRECTOR OF PUBLIC WORKS

January 11, 1978

Mr. Robert Lakin, Director  
Metropolitan Area Planning Department  
City Hall  
455 North Main  
Wichita, Kansas 67203

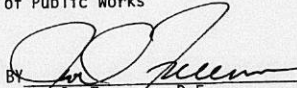
RE: Mid-Continent Industrial Park II-Petition for Sewer Improvements

Dear Mr. Lakin:

Final approval of the application for the construction of sewer improvements under K.S.A. 19-2704 (a) et seq. has been approved by the Board of County Commissioners of Sedgwick County, Kansas and the Resolution of the Board of County Commissioners, passed on November 2, 1977, is attached hereto for your record. *and street*

Yours very truly,

G.C. McLure, Jr., P.E.  
County Engineer/Director  
of Public Works

BY   
Joe D. Freeman, P.E.  
Assistant County Engineer

Enclosure  
cc: Wilmer Freund



TO THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY,  
KANSAS

In re: Mid-Continent Industrial Park II  
Lateral Sewer District

I, the undersigned, being the County Health Officer of Sedgewick County, Kansas, do hereby certify to the Board of County Commissioners of Sedgewick County, Kansas, that insanitary conditions exist or are expected to develop within the following described area in Sedgewick County, Kansas, to-wit:

All that part of the Southwest Quarter (SW/4) of Section 8, Township 28 South, Range 1 West of the 6th P.M., lying South of Southerly Right of Way Line of the AT&SF Railway, except Mid-Continent Industrial Park I, Sedgewick County, Kansas, containing 68.36 acres, more or less  
(to be known as MID-CONTINENT INDUSTRIAL PARK II)

that such insanitary conditions may be removed or prevented by the installation and utilization of sanitary sewers. I, therefore, recommend that the Board of County Commissioners of Sedgewick County, Kansas, proceed to create and establish a lateral sewer district consisting of the above described area.

*E. M. Cleaver, Jr.*  
County Health Officer of Sedgewick  
County, Kansas

Dated

11-7-'77

FILED  
NOV 8 1977  
DOROTHY K. WHITE  
COUNTY CLERK

*copy for [unclear]*

*Mr. Zimmerman  
[unclear]*



434 NORTH MAIN  
WICHITA, KANSAS 67202  
267-8371

OWNERSHIP LIST

Tract

Property Owner

That portion of the SW $\frac{1}{4}$  of Section 8-28-1W  
lying South of the South line of A.T. & S.F.  
Highway road, except that portion platted as  
Mid-Continent Industrial Park I  
(proposed plat of Mid-Continent Industrial  
Park II)

Mid-Continent Industrial  
Development Inc.  
1028 South McComas 67213

We hereby certify the foregoing to be a true and correct  
list of the property owners of the previously described tract (proposed  
plat of Mid-Continent Industrial Park II) as shown by the last deeds of  
record on file in the Office of the Register of Deeds of Sedgwick County,  
Kansas, on the 28th day of October, 1977 at 7:00 o'clock A.M.

THE SECURITY ABSTRACT & TITLE COMPANY, INC.

By

*Mary Isable*

Vice President

Order No. 257455

AFFIDAVIT OF OWNERSHIP

STATE OF KANSAS, SEDGWICK COUNTY, ss:

COMES NOW John D. Evans, being of legal age and duly sworn, states and says that he is the duly elected, qualified and acting President of Mid-Continent Industrial Development, Inc.; that he signed as such President and on behalf of said corporation a Petition to form a lateral sewer district known as Mid-Continent Industrial Park II of the following described real property, to-wit:

All that part of the Southwest Quarter (SW/4) of Section 8, Township 28 South, Range 1 West of the 6th P.M. lying South of Southerly Right of Way Line of the AT&SF Railway, except Mid-Continent Industrial Park I, Sedgwick County, Kansas, containing 68.36 acres, more or less  
(to be known as MID-CONTINENT INDUSTRIAL PARK II)

and that there was also filed with the said Petition an Ownership Certificate prepared by the Security Abstract & Title Company, Inc., dated at Wichita, Kansas, on the 27th day of October, 1977, at 7:00 o'clock a.m. which shows the said corporation to be the sole owner of the above described real property.

Your Affiant further states that he knows of his own personal knowledge that there has been no change in the ownership of such real property, and that the said corporation, that is to say, Mid-Continent Industrial Development, Inc., is still the sole owner of the above described real property.

Further Affiant saith naught.

John D. Evans  
John D. Evans

Subscribed and sworn to before me this 12th day of October, 1977.



Commission expires: 11/1/82

[Signature]  
Notary Public

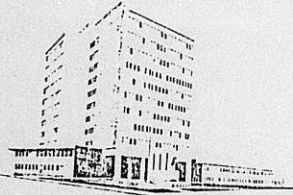
A deed was filed in the Register of Deeds Office on May 20, 1974.

County Clerk's Office  
By: [Signature]

MID-CONTINENT INDUS. DEV. INC.  
1028 S McCOMAS  
WICHITA KS 67213

U-265-BCD  
PART SW4 LYING S AT-SF RR &  
N MID-CONTINENT INDUS. PARK I  
ADD. SLC8-28-1W

Deed filed 5-20-74



DOROTHY K. WHITE  
County Clerk

Room 211  
Sedgwick County Courthouse  
Wichita, Kansas 67203  
Telephone (316) 268-7636

November 1, 1977

TO: MR. JIM PATTINSON, Assistant County Counselor  
FROM: DOROTHY K. WHITE, County Clerk  
SUBJECT: PETITION TO FORM A LATERAL SEWER DISTRICT - MID-CONTINENT  
INDUSTRIAL PARK 11

According to our records the petitioner, Mid-Continent Industrial Development, Inc., is the owner of record of all the real estate described in said petition, copy of which is enclosed.

Respectfully submitted,

*Dorothy K. White*  
Dorothy K. White  
County Clerk

DKW:djp

Enc.

TO THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY,  
KANSAS

IN RE: PETITION TO FORM A LATERAL SEWER DISTRICT

The undersigned are the owners of one hundred percent (100%) of the following legally described real property, located in Sedgwick County, Kansas and being in one tract, to-wit:

All that part of the Southwest Quarter (SW/4) of Section 8, Township 28 South, Range 1 West of the 6th P.M. lying South of Southerly Right of Way Line of the AT&SF Railway, except Mid-Continent Industrial Park I, Sedgwick County, Kansas, containing 68.36 acres, more or less  
(to be known as MID-CONTINENT INDUSTRIAL PARK II)

and do hereby petition for the formation of a lateral sewer district to serve the above described area.

Your petitioner states and says that insanitary conditions exist and are expected and that such conditions will be remedied and prevented by the formation of such a district and the construction of sewer mains and sewer laterals.

This petition is filed in conformity with K.S.A. 19-2704(a). That a hearing is not required by said section because the undersigned is the owner of 100% of said real property.

Your petitioner respectfully requests that this petition be set for hearing on a day certain, that notice of the time, place and nature of such hearing be given as provided by the appropriate statute and that a Lateral Sewer District be formed.

MID-CONTINENT INDUSTRIAL DEVELOPMENT, INC.

By John D. Evans  
John D. Evans, President

APPROVED:

William J. Hill  
Bond Counsel

Herbert H. Hill  
County Counselor

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY,  
KANSAS

IN THE MATTER OF MID-CONTINENT INDUSTRIAL PARK II  
LATERAL SEWER DISTRICT OF SEDGWICK COUNTY, KANSAS

ORDER ESTABLISHING A LATERAL SEWER DISTRICT

This matter comes on for hearing before the Board of County Commissioners of Sedgwick County, Kansas, at 9:00 A.M. on the 2 day of February, 1977, at which time said matter was presented by the fact that a petition was signed by 100% of the property owners to the Board of County Commissioners. The following commissioners were present: Tom Scott, Chairman, John Hale, Commissioner; Everett Patrick, Commissioner.

The Board of County Commissioners, having examined the files and being advised in all the premises, and having heard all of the evidence in regard thereto, finds as follows, to-wit:

1. That the petition filed herein is in due legal form and was signed by all the owners of all the following described real property, to-wit:

All that part of the Southwest Quarter (SW/4) of Section 8, Township 28 South, Range 1 West of the 6th P.M. lying South of Southerly Right of Way Line

of the AT&SF Railway, except Mid-Continent Industrial Park I, Sedgwick County, Kansas, containing 68.36 acres, more or less  
(to be known as Mid-Continent Industrial Park II)

2. That the certification of insanitary conditions and/or expected development of insanitary conditions on the above described real property was in due legal form and made by the County Health Officer of Sedgwick County, Kansas.

3. That no notice of this hearing was necessary since said petition was signed by 100% of the property owners as provided by statute, K.S.A. 19-2704(a).

4. That insanitary conditions exist and are expected to further develop within the area above described and that such conditions may be removed and further development

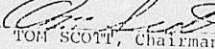
prevented by the installation and utilization of a sanitary sewer system including mains, disposal units and laterals.

5. That the formation of a lateral sewer district known as Mid-Continent Industrial Park II is determined to be necessary for the purpose of providing necessary sewer service to the above described area and further to provide for the construction of sewers therein.

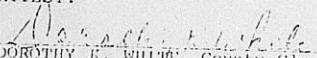
THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sedgwick County, Kansas, in regular session duly assembled that the above described real property be formed into a lateral sewer district in conformity with K.S.A. 19-2704 and K.S.A. 1971 Supp. 19-2704(a), et seq. Said lateral sewer district to be named the Mid-Continent Industrial Park II Lateral Sewer District of Sedgwick County, Kansas, and thenceforth the said territory and the inhabitants residing therein and their successors shall and do constitute a body politic and corporate under the above name and that the same shall have perpetual succession.

That Delawater, Freund & Scherer, Registered Engineers of Sedgwick County, Kansas, are hereby formally appointed to complete the engineering necessary for said lateral sewer district.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

By   
TOM SCOTT, Chairman

ATTEST:

  
DOROTHY R. WILLIAMS, County Clerk  
of Sedgwick County, Kansas

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

RE: PLAT FOR MID-CONTINENT INDUSTRIAL PARK II  
Sedgwick County, Kansas

RESOLUTION


WHEREAS, on the 1 day of November, 1977, upon the application of Mid-Continent Industrial Development, Inc. came on for hearing before the Board of County Commissioners of Sedgwick County, Kansas, for approval of certain improvements in connection with a plat for the following described real property:

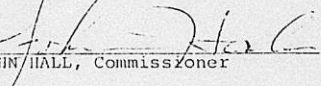
All that part of the Southwest Quarter (SW/4) of Section 8, Township 28 South, Range 1 West of the 6th P.M. lying South of Southerly Right of Way Line of the AT&SF Railway, except Mid-Continent Industrial Park I, Sedgwick County, Kansas.

WHEREAS, the Board of County Commissioners considered said petition for streets and drainage and oral statements of the representatives of the petitioner and all persons who appeared and found that such petition for improvements as presented should be accepted and approved.

THEREFORE, IT IS BY THE BOARD OF COUNTY COMMISSIONERS ORDERED that the petition submitted to it for the above described real property be and the same is hereby approved, and that after the execution of the signatures of each County Commissioners to this resolution that it be forwarded to the Board of Commissioners of the City of Wichita for its consideration and approval, all in accordance with law.

Dated:

  
\_\_\_\_\_  
TOM SCOTT, Chairman of Board of  
County Commissioners

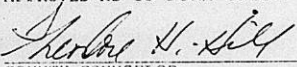
  
\_\_\_\_\_  
JOHN HALL, Commissioner

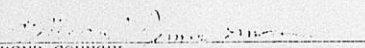
\_\_\_\_\_  
EVERETT PATRICK, Commissioner

ATTEST:

  
\_\_\_\_\_  
DOROTHY K. WHITE, County Clerk

APPROVED AS TO FORM ONLY:

  
\_\_\_\_\_  
COUNTY COUNSELOR

  
\_\_\_\_\_  
BOND COUNSEL

*Newby*



JACK H. GREENE  
DAVID W. KENNEDY  
PAUL HEBB

**GREENE & KENNEDY**  
ATTORNEYS AT LAW  
216 NORTH WACO  
WICHITA, KANSAS 67202

TELEPHONE 264-8363  
AREA CODE 316

January 5, 1978

Curtis L. Newby, Junior Planner  
Metropolitan Area Planning Department  
Tenth Floor - 455 North Main  
Wichita, Kansas 67202

In re: Mid-Continent Industrial Park II

Dear Curtis:

Enclosed please find copy of petition to form a lateral sewer district and petition for street improvements for the above entitled addition. I am also enclosing a copy of the owner's insurance policy.

John Evans will send you copies of the real estate tax receipts for 1977. Taxes for prior years have been paid.

Very truly yours,

*Jack H. Greene*  
Jack H. Greene

JHG/lw  
Enclosures  
cc: Wilmer Freund

ENDORSEMENT

Attached to and forming a part of

Owner's Policy No. 17-035-04-14430

Issued by  
CHICAGO TITLE INSURANCE COMPANY

Item 1, Schedule B, is hereby deleted and the following substituted therefore:

General taxes and special assessments for the year 1975 and subsequent years.

Taxes or special assessments which have not been certified to the Office of the County Treasurer and entered on the tax rolls thereof prior to the date hereof.

Item 6, Schedule B, is hereby deleted and the following substituted therefore:

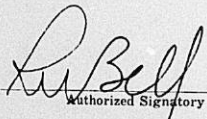
Any lien, or right to a lien, for services, labor, or material heretofore of hereafter furnished, imposed by law and not shown by the public records.

The effective date is hereby extended to December 16, 1975 at 7:00 A.M.

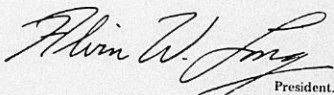
This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

DATED:  
December 17, 1975


CHICAGO TITLE INSURANCE COMPANY

  
Authorized Signatory



  
President.

ATTEST:

  
Secretary.

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

Number

17 035 04 14430

SCHEDULE A  
Date of Policy

5-21-74 @ 7:00 A.M.

Amount of Insurance

Over \$100,000.00

Policy Number 17 035 04 14430 —

Owners

Policy Number 17 035 02 10894 —

Loan

This policy does not insure against loss or damage by reason of the following exceptions:

**General Exceptions:**

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records.
- (4) 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.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

**Special Exceptions:** The mortgage, if any, referred to in Item 4 of Schedule A.

1. **General taxes and special assessments for the year 1974 and subsequent years, not now due and payable.**

**Taxes or special assessments which have not been certified to the Office of the County Treasurer and entered on the tax rolls thereof prior to the date hereof.**

2. **Encroachments, overlaps, boundary line disputes and any matters, including unrecorded easements or claims of easements, which would be disclosed by an accurate survey and inspection of the premises.**
3. **Right-of-Way for highway over the South 40 feet of captioned property as shown by instrument filed May 7, 1963, in Book Misc. 518 Page 437.**
4. **Rights of the public, if any, over the West 30 feet of captioned property for road purposes.**
5. **Easement to the Kansas Gas and Electric Company for transmission lines over the North 10 feet of the South 50 feet of captioned property. Pole line to be located approx 41 feet North of and parallel to the S line of said Section 8. One anchor with guy wire attached to be located 4 feet North of a pole located approx 480 feet East and 41 feet North of the SW corner of said Section 8, as shown in instrument filed May 3, 1966, in Book Misc. 578 Page 449.**
6. **General Exception No. 4 is hereby deleted.**

Countersigned

*John H. Seel*

Authorized Signatory

None

lft

Schedule B of this Policy consists of 1 pages.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

### 2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

### 3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun, or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this

policy, it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

### 4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

### 5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

### 6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

### 7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

### 8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

### 9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under

CONDITIONS AND STIPULATIONS (Continued on Reverse Side)

## CONDITIONS AND STIPULATIONS (Continued)

any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

### 10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

### 11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights

and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

### 12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its principal office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office of the Company.

Printed Sheet

THE SECURITY ABSTRACT &  
TITLE COMPANY, INC.  
434 North Main Street  
Wichita, Kansas 67202

CHICAGO  
TITLE INSURANCE  
COMPANY  
111 WEST WASHINGTON STREET  
CHICAGO, ILLINOIS 60602



POLICY  
OF  
TITLE  
INSURANCE

American Land Title Association  
Owner's Policy Form B-1970  
(Amended 10-17-70)

TO THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY,  
KANSAS

IN RE: PETITION TO FORM A LATERAL SEWER DISTRICT

The undersigned are the owners of one hundred percent (100%) of the following legally described real property, located in Sedgwick County, Kansas and being in one tract, to-wit:

All that part of the Southwest Quarter (SW/4) of Section 8, Township 28 South, Range 1 West of the 6th P.M. lying South of Southerly Right of Way Line of the AT&SF Railway, except Mid-Continent Industrial Park I, Sedgwick County, Kansas, containing 68.36 acres, more or less  
(to be known as MID-CONTINENT INDUSTRIAL PARK II)

and do hereby petition for the formation of a lateral sewer district to serve the above described area.

Your petitioner states and says that insanitary conditions exist and are expected and that such conditions will be remedied and prevented by the formation of such a district and the construction of sewer mains and sewer laterals.

This petition is filed in conformity with K.S.A. 19-2704(a). That a hearing is not required by said section because the undersigned is the owner of 100% of said real property.

Your petitioner respectfully requests that this petition be set for hearing on a day certain, that notice of the time, place and nature of such hearing be given as provided by the appropriate statute and that a Lateral Sewer District be formed.

MID-CONTINENT INDUSTRIAL DEVELOPMENT, INC.

By John D. Evans  
John D. Evans, President

APPROVED:

\_\_\_\_\_  
Bond Counsel

\_\_\_\_\_  
County Counselor

TO THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY,  
KANSAS

PETITION FOR STREET IMPROVEMENTS IN  
CERTAIN PLATTED LANDS IN THE COUNTY  
AND OUTSIDE OF ANY INCORPORATED CITY

We, the undersigned, respectfully petition the Board of County Commissioners of Sedgwick County, Kansas, to provide for the construction and paving or macadamizing including drainage, of all of the streets, roads and avenues which abut upon and are contained within the following described real property, to-wit:

All that part of the Southwest Quarter (SW/4) of Section 8, Township 28 South, Range 1 West of the 6th P.M. lying South of Southerly Right of Way Line of the AT&SF Railway, except Mid-Continent Industrial Park I, Sedgwick County, Kansas, containing 68.36 acres, more or less  
(to be known as MID-CONTINENT INDUSTRIAL PARK II)

This petition is submitted in conformity with K.S.A. 1972 Supp. 68-728 et seq.

Your petitioner further states that the realty aforesaid lies within Sedgwick County, Kansas, and outside of the limits of any incorporated city.

WHEREFORE, your petitioner prays that the Board of County Commissioners by resolution declare such work or improvements necessary to be done and cause such resolution to be published for three (3) consecutive weeks in the official paper of Sedgwick County, Kansas, and if the owners of more than one-half of the property liable for taxation for the paving, macadamizing, or draining or repaving, re-macadamizing, or redraining of such roads shall not within twenty (20) days from the date of such last publication filed with the County Clerk their protest against such improvements, then that the Board of County Commissioners cause such work to be done and contract therefore and levy taxes as provided by law.

MID-CONTINENT INDUSTRIAL DEVELOPMENT, INC.

By John D. Evans  
John D. Evans, President APPROVED

APPROVED  
AS TO FORM:

William A. Zimmerman  
BOND COUNSEL

\_\_\_\_\_  
COUNTY COUNSELOR

AMERICAN LAND TITLE ASSOCIATION  
OWNER'S POLICY FORM B-1970  
(Amended 10-17-70)

17 035 04 14430

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

*In Witness Whereof*, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

*Alvin W. Long*

President.

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



ATTEST:

*Chester C. McCullough*

Secretary.

IMPORTANT

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the real estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

Number

SCHEDULE A  
Date of Policy

Amount of Insurance

Owners 17 035 04 14430

5-21-74 @ 7:00 A M

Over 1000 000 00

	Number	Date of Policy	Amount of Insurance
Owners	17 035 04 14430	5-21-74 6:00 A.M.	Owners \$200,000.00
Loan	17 035 02 10894		Loan \$200,000.00

NOTE: A loan policy on the encumbrance described in this Schedule has been issued naming as the insured:

**Reserve Savings and Loan Association**

1. Name of Insured:

**Mid-Continent Industrial Development, Inc.**

2. The estate or interest in the land described herein and which is covered by this policy is:

**Fee simple**

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

**Mortgage dated May 15, 1974, executed by Mid-Continent Industrial Development, Inc., to Reserve Savings and Loan Association, filed May 20, 1974, as Document No. 193470, in Book 102 Page 271, in the original amount of \$200,000.00.**

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

**That part of the Southwest Quarter of Section 8, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, lying South of the South line of the Atchison, Topeka, and Santa Fe Railroad right-of-way.**

**This policy valid only if Schedule B is attached.**

Policy Number 17 035 04 14430  
Owners

Policy Number 17 035 02 10894  
loan

This policy does not insure against loss or damage by reason of the following exceptions:

**General Exceptions:**

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records.
- (4) 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.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

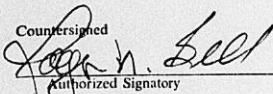
**Special Exceptions:** The mortgage, if any, referred to in Item 4 of Schedule A.

1. **General taxes and special assessments for the year 1974 and subsequent years, not now due and payable.**

**Taxes or special assessments which have not been certified to the Office of the County Treasurer and entered on the tax rolls thereof prior to the date hereof.**

2. **Encroachments, overlaps, boundary line disputes and any matters, including unrecorded easements or claims of easements, which would be disclosed by an accurate survey and inspection of the premises.**
3. **Right-of-Way for highway over the South 40 feet of captioned property as shown by instrument filed May 7, 1963, in Book Misc. 518 Page 437.**
4. **Rights of the public, if any, over the West 30 feet of captioned property for road purposes.**
5. **Easement to the Kansas Gas and Electric Company for transmission lines over the North 10 feet of the South 50 feet of captioned property. Pole line to be located approx 41 feet North of and parallel to the S line of said Section 8. One anchor with guy wire attached to be located 4 feet North of a pole located approx 480 feet East and 41 feet North of the SW corner of said Section 8, as shown in instrument filed May 3, 1966, in Book Misc. 578 Page 449.**
6. **General Exception No. 4 is hereby deleted.**

Countersigned

  
Authorized Signatory

None

EFF

Schedule B of this Policy consists of 1 pages.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

**2. Continuation of Insurance after Conveyance of Title**

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by an estate money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

**3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant**

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this

policy, by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

**4. Notice of Loss—Limitation of Action**

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

**5. Options to Pay or Otherwise Settle Claims**

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

**6. Determination and Payment of Loss**

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

**7. Limitation of Liability**

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

**8. Reduction of Liability**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

**9. Liability Noncumulative**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under

CONDITIONS AND STIPULATIONS (Continued on Reverse Side)

### CONDITIONS AND STIPULATIONS (Continued)

any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

#### 10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

#### 11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights

and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

#### 12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

#### 13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its principal office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office of the Company.

Form 3017

THE SECURITY ABSTRACT &  
TITLE COMPANY, INC.  
434 North Main Street  
Wichita, Kansas 67202  
CHICAGO  
TITLE INSURANCE  
COMPANY  
111 WEST WASHINGTON STREET  
CHICAGO, ILLINOIS 60602



POLICY  
OF  
TITLE  
INSURANCE

American Land Title Association  
Owner's Policy Form B-1970  
(Amended 10-17-70)

October 27, 1977

Jack H. Green  
Attorney at Law  
216 North Waco  
Wichita, Kansas 67202

Re: S/D 77-38, Mid-Continent Industrial Park II

Dear Mr. Green:

I am in receipt of your letter and the enclosed documents. Relative to your question of when the petitions for the street paving and sewer should be submitted, the following steps should be taken:

1. Submit the petitions to the County Department of Public Works for approval as to form, legal description and signatures.
2. When approved as to form, submit copies of the petitions to the Metropolitan Area Planning Department for the files.
3. The sewer petition should be scheduled as soon as possible, for approval by the Board of County Commissioners, since this petition needs to be approved by the County either prior to or concurrent with the approval of the plat by the City Commission.
4. The street paving petition, when approved by the County Department of Public Works (see #1 above), needs to be filed with the County Clerk and held by the County Clerk until the plat has been recorded with the Register of Deeds. When the plat has been recorded, the street paving petition will be scheduled for formal approval by the Board of County Commissioners.

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

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:et  
cc: Wilmer Freund, Delameter, Freund & Scherer, 412 Century Plaza 67202

*no sewer petition*

*Newby*

**GREENE & KENNEDY**  
ATTORNEYS AT LAW  
216 NORTH WACO  
WICHITA, KANSAS 67202

JACK H. GREENE  
DAVID W. KENNEDY  
PAUL HESS

October 21, 1977

TELEPHONE 264-6363  
AREA CODE 316

Curtis L. Newby, Junior Planner  
Metropolitan Area Planning Department  
Tenth Floor - 455 North Main  
Wichita, Kansas 67202

In re: Mid-Continent Industrial Park II

Dear Curtis:

Enclosed you will find the following instruments which should meet all of the requirements for the plat:

1. Drainage easement;
2. Restrictive covenants;
3. Restrictive covenant on noise pollution;
4. Avigational easement; and
5. Agreement to construct water system.

Steve Innes, Environmental Conservation Coordinator forwarded to you on September 19, 1977, an executed agreement for utility improvements.

Please advise me when I can petition for street and sewer improvements. Such petitions have been prepared and approved by William Timmerman, Bond Counsel.

Very truly yours,

*Jack H. Greene*  
Jack H. Greene

JHG/lw  
Enclosures





PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions, Reservations and Easements affecting property of Mid-Continent Industrial Development, Inc.

THIS DECLARATION, made this \_\_\_\_\_ day of October, 1977, by Mid-Continent Industrial Development, Inc., hereinafter called the Grantor or Corporation.

WITNESSETH

WHEREAS, Grantor is the owner of the real property described in Clause I of this Declaration, and is desirous of subjecting the real property described in Clause I to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, Mid-Continent Industrial Development, Inc. hereby declares that the real property described in and referred to in Clause I hereof is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

DEFINITION OF TERMS

"Building Site" shall mean any lot, or portion thereof, or two or more contiguous lots or portions thereof, or a parcel of land upon which a commercial or light industrial building or buildings and appurtenant structures may be erected in conformance with the requirements of these covenants.

"Corporation" or "Grantor" shall mean Mid-Continent Industrial Development, Inc., its successors and assigns unless the context indicates otherwise.

"Improvements" shall mean and include a commercial or light industrial building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above ground.

"Building line or lines" shall mean the minimum distance which commercial or light industrial buildings and outbuildings or any structures of any type or kind located above ground shall be set back from the property or street lines, and reference is hereby made to the recorded plat of the addition in which is located real property hereby subjected to these covenants for the location of such building lines.

"Side Building site line" shall mean the boundary or property line dividing two adjoining building sites.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements set forth herein is located in the County of Sedgwick, State of Kansas, and is more particularly described as follows, to-wit:

Lots 1, 2, 3 and 4, Block A; and Lot 1,  
Block B

in

Mid-Continent Industrial Park II, Sedgwick  
County, Kansas, plat of which is of record  
in the office of the Register of Deeds of  
Sedgwick County, Kansas.

#### CLAUSE II

##### GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure proper use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereof of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property.

#### CLAUSE III

##### GENERAL RESTRICTIONS

A. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to the said Mid-Continent Industrial Park II hereby restricted by reason of unsightliness or the excessive emission of odors, dust, fumes, smoke or noise.

B. Without otherwise limiting the provisions of Paragraph A of this Clause III, or any of the other terms and conditions of these restrictions, the buildings or premises, except as otherwise provided in these restrictive covenants, may be used for any use permitted under Paragraph B of Section 28 entitled "'E' Light Industrial District Regulations" of the Revised Zoning Ordinance of the City of Wichita, No. 04.120, approved by the Board of Commissioners of the City of Wichita, Kansas, as the same now exists or as the same has been or may hereafter be amended, except the following uses shall not be permitted:

1. Auto wrecking, salvage yards, used material yards, or baling of waste or scrap paper, rag, scrap metals, bottles or junk;
2. Bag cleaning;
3. Boiler and tank works;
4. Central mixing plant for asphalt, mortar, plaster or concrete;
5. Any heavy industrial activity.

C. Improvements erected on property subject to this declaration as described in Clause I hereof, shall not violate

the "navigable airspace" granted by Grantor to the public authority authorized by law to operate public owned airports in Sedgwick County, Kansas, and the same shall not exceed forty-five (45) feet in height, provided, however, that water towers or tanks, standpipes, penthouses or structures for housing elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain the buildings, fire or parapet walls, skylights, tanks, cooling or other towers, wireless, radio or television masts, roof signs, flagpoles, chimneys, smoke-stacks, gravity flow storage and/or mixing towers or similar structures may exceed this height with the written approval of the Grantor.

Grantee shall bear the cost of material and installation of entrance culverts in accordance with plans as approved and on file with the Sedgwick County Engineer's Office.

D. These covenants shall and so hereby provide that no improvements as herein defined shall be erected, placed or altered on any building site in said development until the building or other improvement plans, specifications, and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the improvements on the building site, giving due regard to the anticipated use thereof as same may effect adjoining structures, uses and operations, and as to location of the improvements with respect to topography, grade and finished ground elevation, by Mid-Continent Industrial Development, Inc., unless and until such right has been expressly assigned, and then such right will pass to such assignee; provided, however, that the Grantor, its successors or assigns, shall not be liable in damages to any one so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence, or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans, likewise any one so submitting plans to the Grantor for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover for any such damages against the Grantor. In the event Grantor fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with. If the construction or alteration of improvements or extension of trackage is begun in violation of the terms and conditions of this Section D or without the written approval required in other sections hereof and no suit to enjoin the erection, establishment or alteration of such improvements or extension of trackage has been commenced prior to the completion hereof, this covenant will be deemed to have been fully complied with.

E. No structures or buildings shall be located closer than ten (10) feet to any side building site line or rear property line, it being the intent that an open area of at least twenty (20) feet shall exist between all adjacent but separately owned improvements, both at sides and rears; provided, however, that where a rear property line adjoins a dedicated alley, this provision regarding the rear property line shall not apply. Where a right-of-way easement has been granted to a Railway Company, its successors or assigns, either at the rear or side of any building site, no structures or buildings shall be constructed on said right-of-way or any part thereof except with the written consent of Grantor and said Railway Company, its successors or assigns.

F. No building or structures above ground shall extend beyond the building lines, and it is hereby declared that said area between the building lines and the property lines is to be used either for open landscaped and green areas or for off street surfaced parking areas. If said area is to be landscaped, it shall be done attractively with lawn, trees, shrubs, etc. according to plans first approved in writing by the Grantor. If said area is to be used for off street parking, the parking arrangement and surfacing must likewise be approved in writing by the Grantor. Any landscaped areas shall be properly maintained thereafter in a slightly and well kept condition. Parking areas shall likewise be maintained in good condition.

G. It is contemplated that maneuvering of trucks and trailers be confined in as far as possible to the premises of each establishment. To that end, it is hereby provided that no loading dock extend beyond the sixty (60) foot or the thirty (30) foot building lines. Whenever a loading dock is to be located facing a street where the building line is thirty (30) feet, and it appears that the nature of the business of the particular establishment using the premises contemplates the use of trucks exceeding twenty-five (25) feet in length, the end of any loading dock shall be located up to thirty (30) feet within the building or up to thirty (30) feet back of the building line to the end that, in general, such loading dock and every part thereof may be up to sixty (60) feet from the nearest right-of-way of the street on which said loading dock fronts. The actual depth of such loading dock within the building or structures shall be determined in connection with the building plans or improvements plans to be approved as provided in Section D of Clause III.

H. Power used in or developed or obtained for the operation of any establishment within the confines of the area subjected to these restrictions shall be confined to electrical or substantially equivalent type of power using only oil, gasoline, gas or liquid petroleum products or similar combustible materials in its production, or other products which do not produce excessive smoke, odors, or fumes.

I. For each light manufacturing, jobbing, warehousing, wholesaling or other use permitted in the area subject to these covenants, there shall be provided off street automobile parking facilities, such facilities to be approved in writing by Grantor but to be based generally, but not specifically, at the minimum rate of one parking space for each three employees to be employed on the premises by the original occupant thereof.

J. The storage of bulk commodities shall be confined to locations and screening thereof as approved in writing by the Grantor.

K. Railroad right-of-way easements may be granted by the Grantor on any property hereby restricted so long as it is the owner in fee simple of said property. The same right is reserved to any subsequent owner in fee simple of property covered by these covenants.

L. No billboards or advertising signs other than those identifying the name, business and products of the person or firm occupying the premises shall be permitted, except that a sign not to exceed ten (10) feet by twenty (20) feet in size offering the premises for sale or lease may be permitted.

M. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building lines established herein except upon approval in writing by the Grantor.

N. No oil drilling, oil development operations, refining, mining operations of any kind or quarrying shall be permitted upon or in any of the building sites subject to these covenants nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants. Fuel oil storage tanks as a part of the heating equipment of any establishment shall be permitted only if located underground and in full compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters, and at a depth and in a location as approved by Grantor in writing. Bulk storage of all liquids including gasoline or petroleum products on the outside of buildings shall be permitted only upon written consent of Grantor in locations as approved by Grantor in writing and if same be underground at a depth as approved by Grantor in writing, and subject to compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters.

O. Whenever the written approval of the Grantor is required in connection with any improvements to be installed, erected or altered, or is otherwise required by the provisions of these covenants, same shall be governed by the conditions set forth in Section D of Clause III hereof.

P. Each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantor and upon its successors and assigns and upon each of them and all parties and all persons claiming under them for a period of thirty (30) years from the 1st day of January, 1978, and automatically shall be continued thereafter for successive periods of 25 years each; provided, however, that the owners of 75% of the fee simple of the property subjected to these restrictive covenants, based on the number of square feet owned as compared to the total area restricted, may release all or any part of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions at the end of the first thirty-year period or any successive 25-year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the Office of the Register of Deeds of Sedgwick County, Kansas, at least five (5) years prior to the expiration of this first thirty (30) year period of of any successive 25-year period thereafter, provided, however, that within ten (10) years from date hereof these covenants, or any part thereof, may be changed in whole or in part upon written approval of the owners of 90% of the fee simple of the property subjected to these covenants, based on the number of square feet owned as compared to the total area restricted, such written instrument to be properly recorded in the Office of the Register of Deeds of Sedgwick County, Kansas, before same becomes binding and in force and effect. A recordable certificate by an abstractor doing business in Sedgwick County, Kansas, as to the record ownership of the property hereby restricted and a recordable certificate by a registered or certified surveyor or engineer authority to practice in the State of Kansas as to the square footage owned by the record owners as shown by said abstractor's certificate shall be deemed conclusive evidence of ownership of property and square footage thereof so owned and hereby restricted with regards to compliance with the provisions of this section.

Q. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it, shall be taken to hold, agree and covenant with the owner of said of building sites, its successors and assigns, and with each of

them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land, and Grantor or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. The violation of these restrictions shall not defeat nor render invalid the lien or any mortgage (or deed of trust) made in good faith and for value.

R. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

RESTRICTIVE COVENANT AFFECTING  
MID-CONTINENT INDUSTRIAL PARK II ADDITION

THIS DECLARATION made this 19<sup>th</sup> day of July, 1977, by Mid-Continent Industrial Development, Inc., herein-after called the Grantor.

WITNESSETH

WHEREAS, Grantor is owner of Mid-Continent Industrial Park II Addition to Sedgwick County, which property is located near Wichita Mid-Continent Airport and is accordingly subject to considerable noise from the operation of aircraft; and

WHEREAS, the City of Wichita in connection with approval of the plat of said Addition considers it to be in the public interest to require any buildings constructed on said Addition to be designed and constructed giving proper consideration to noise pollution in the area.

NOW, THEREFORE, Grantor, hereby declares that Mid-Continent Industrial Park II Addition, shall be and the same is subjected to the following restrictive covenant, to-wit:

Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

EXECUTED the day and year first above written.

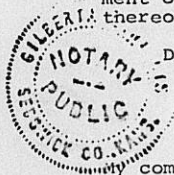
MID-CONTINENT INDUSTRIAL DEVELOPMENT, INC.

By John D. Evans  
John D. Evans, President

STATE OF KANSAS )  
SEDGWICK COUNTY ) SS

Personally appeared before me a notary public in and for the County and State aforesaid John D. Evans, President of Mid-Continent Industrial Development, Inc. to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 19<sup>th</sup> day of July, 1977.



Gilbert L. Willes  
Notary Public

My commission expires: March 25, 1981

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that Mid-Continent Industrial Development, Inc. does hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Lots 1, 2, 3 and 4 in Block A; and Lot 1 in Block B, all in Mid-Continent Industrial Park II, Sedgwick County, Kansas.

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

To have and to hold said easement forever.

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

MID-CONTINENT INDUSTRIAL DEVELOPMENT, INC.

By John D. Evans  
John D. Evans, President

STATE OF KANSAS )  
SEDGWICK COUNTY ) SS

Personally appeared before me a notary public in and for the County and State aforesaid John D. Evans, President of Mid-Continent Industrial Development, Inc. to mer personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 19<sup>th</sup> day of July, 1977.

Gilberta L. Willis  
Notary Public



My commission expires:

March 25, 1981

**THE CITY OF WICHITA**

**OFFICE OF** Ass't. Supt. of Public Works  
Maintenance

**DATE** Sept. 20, 1977



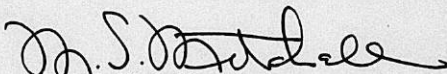
**TO** Jack Galbraith, Chief Planner, MAPD

**FROM** M. S. Mitchell

**SUBJECT** - Mid-Continent Industrial Park II Addn.  
S/D 77-38

Reference is made to my request for a drainage plan for subject Addition which would be compatible with the one approved earlier for the overall plat. Please be advised that I have this date received a plan for Lots 1 through 4 in Block A and Lot 1, Block B and the outfall system therefrom. This plan is approved.

I trust this information is sufficient to permit final processing of the plat; however, if further information or discussion is desired, please advise.

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

MSM/glm

cc: G. H. Wilton  
G. C. McLure  
Delamater, Freund & Scherer  
Mid-Continent Industrial Park II Addn.

Attach. - Copy of Plan

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

OFFICE OF Environmental Health

DATE September 19, 1977

TO Curtis Newby, Junior Planner

FROM Steve Innes, Environmental Conservation Coordinator

SUBJECT Mid-Continent Industrial Park

Enclosed is the original agreement for utility improvements for Mid-Continent Industrial Parks I and II. This satisfies Health Dept. conditions of plat approval for Mid-Continent Industrial Park II as specified in our memos of June 21 and June 27, 1977. Essentially, this agreement assures that state-approved sewerage facility plans for the entire park will be adequate by imposing certain limitations on sewage generation on each lot. It also insures metered interim individual water supplies with provision for future connection of all lots to public water when it becomes available.

It is understood that this agreement will be appropriately registered as a restriction on the involved properties to run with the land until such time as the subdivision is connected to public water and public sewer.

  
Steve Innes, Coordinator  
Environmental Conservation

SI/lb

Enclosure

cc: Jack H. Greene  
Wilmer Freund  
James F. Aiken, Jr.

AGREEMENT FOR UTILITY IMPROVEMENTS

Mid-Continent Industrial Development, Inc., a Kansas corporation, owner of Mid-Continent Industrial Park I and II in Sedgwick County, Kansas, for valuable consideration received from Sedgwick County, Kansas, the receipt of which is hereby acknowledged, hereby agrees as follows:

1. To finance, design and construct a water distribution system to serve each lot and building site in said Mid-Continent Industrial Park I and II at such time as a public water supply becomes available for connection.

2. To sign and execute a "benefit district" petition for such water service.

3. To place a meter on each individual water supply well at the time of building construction and to provide access thereto to the County Department of Public Works in order that it may determine usage in relation to sewer charges and flow restrictions.

4. To limit the generation of sewage on each lot of Mid-Continent Industrial Park I to 1,270 gallons per week (approximately 10 employees, 40 hours each week, with no process wastewater, or the equivalent) and to 319 gallons per week per acre of lot size (approximately 2-1/2 employees per acre, 40 hours each week, with no process wastewater, or the equivalent) on Mid-Continent Industrial Park II and that all sewage enter the district sewer system; that the strength of such sewage discharge shall be similar to and not exceed the strength of domestic or residential wastewater; that no toxic waste shall be discharged into such sewer system.

5. To install and construct a Type A standard manhole at the time grantee connects with the sewer system situated on said real property.

6. This agreement shall be binding upon Mid-Continent Industrial Development, Inc., its successors and assigns.

WITNESS our hands and seals this 12th day of September, 1977.

MID-CONTINENT INDUSTRIAL DEVELOPMENT, INC.

By John D. Evans  
John D. Evans, President

ATTEST:

Bernice M. Green  
Secretary

recorded 1-23-78  
Film 288 Pg. 113  
Document No. 3-68366

STATE OF KANSAS )  
                          ) SS  
SEDGWICK COUNTY )

Personally appeared before me a notary public in and for the County and State aforesaid, John D. Evans, President of Mid-Continent Industrial Development, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 12 day of Sept., 1977.

My commission expires: Aug 27

Joy B. Hanenberg Notary Public  
JOY B. HANENBERG  
NOTARY PUBLIC  
Sedgwick County, Kansas  
My Comm. Exp. 8/20/78



July 27, 1977

Mr. Steve Ramsey  
Delamater, Freund & Scherer  
412 Century Plaza  
Wichita, Kansas 67202

Subject: Mid-Continent Industrial Park II

Dear Mr. Ramsey:

Reference is made to your letter of May 11th enclosing drawing 230J-II and Drainage Computations (2 sheets) for subject portion of the overall Mid-Continent Industrial Park. Subsequent to that submittal we were handed nine sheets of computations (Sheets 1 thru 9 by D.S.) and two additional sheets ("Ditch Sections" dated 3-28-77 by R.H.) together with a print of Page 17 of Technical Paper No. 25 by the Weather Bureau on which were marked various duration-intensity relationships.

In concord with Chris Brennenstuhl of Sedgwick County Department of Public Works we reviewed the above information and found:

- 1) The basic disagreement which I discussed in my letter to Wilmer Freund of January 12, 1976 still exists and now includes estimation of time of concentration for selecting rainfall intensity in the rational formula  $Q = CIA$ .
- 2) Ditch cross-sections are not adequate to handle the 100-year frequency discharge.
- 3) Minimum Building Pad elevations are not high enough to provide adequate clearance above the 100-year frequency discharge in the street x-section.

It appears that the most effective way to resolve the matter is a meeting with all of the affected parties. If we can be of assistance in arranging such a meeting, please advise.

Yours truly,

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

MSH/glm

cc: G. H. Wilton  
Jack

G. C. McLure  
Chris Brennenstuhl  
Mid-Continent Industrial Park II Addn. File

Newby

GREENE & KENNEDY  
ATTORNEYS AT LAW  
216 NORTH WACD  
WICHITA, KANSAS 67202

JACK H. GREENE  
DAVID W. KENNEDY  
DWIGHT WAMBLEY

July 25, 1977

TELEPHONE 264-6363  
AREA CODE 316



Mr. Tom Scott, Chairman  
Board of County Commission  
320 County Courthouse  
525 North Main  
Wichita, Kansas 67203

In re: S/D 77-38 Final Plat of Mid-Continent  
Industrial Park II

Dear Commissioner Scott:

Please place the above entitled matter on your  
County Commission agenda for consideration and approval  
of the final plat, petition for street improvements and  
petitions for sewer and street lighting, which I trust  
you will want to refer to Bill Timmerman, who I under-  
stand handled the petitions for Mid-Continent Industrial  
Park I.

Very truly yours,

*Jack H. Greene*  
Jack H. Greene

JHG/lw  
cc: Wilmer Freund  
Curtis Newby  
John D. Evans

July 14, 1977

Delamater, Freund & Scherer, P.A.  
412 Century Plaza  
Wichita, Kansas 67202

Re: S/D 77-38 - Mid-Continent  
Industrial Park II -  
Requirements to complete  
plat approval.

Gentlemen:

As a result of our meeting with Wilmer Freund, Jack Green and the applicant on July 12, 1977, the following needs to be done in order to schedule the plat for final approval by the City Commission:

- A. Mr. Green is to submit a title opinion indicating that the title to the property is vested in the plattor and certification that all the taxes for 1976 and prior years have been paid. Mr. Green also will be drawing up the instrument committing the applicant and/or future owners of any lots in the addition to signing a water petition when water service becomes available to the property. A copy of the recorded instrument is to be furnished to the Health Department and the Planning Department. Finally, Mr. Green is to submit an avigational easement and noise covenant for the subject property.
- B. Mr. Freund will be submitting the completed plat tracing and will furnish the information needed by the Health Department for them to give approval of the sewage treatment system for subject property. A memo from the Health Department giving such approval should be submitted to the Planning Department. Also, we have been unable to confirm that the lot grading plan required has been approved by either the County Engineer or by M. S. Mitchell.
- C. Once the aforescribed items have been completed, the plat can be forwarded to the City Commission.

Delamater, Freund & Scherer  
July 14, 1977  
Page 2

If I have left anything out or have stated the requirements  
incorrectly, please advise.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme

cc: Jack H. Green, Attorney, 216 N. Waco, 67202  
Mid-Continent Development, Inc., P. O. Box 12086, 67212

Newby

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

OFFICE OF ENVIRONMENTAL QUALITY

DATE June 27, 1977



TO Curtis Newby, Junior Planner

FROM Steve Innes, Coordinator, Environmental Conservation

SUBJECT Mid-Continent Industrial Park II  
SD/No. 77-38

In regard to our memo of June 21, 1977, in lieu of a municipal type water supply, individual water wells are approved with the same conditions of approval as Mid-Continent Industrial Park I:

Note

1. That a legal document be made of record committing the applicant to finance, design, and construct an approved water distribution system to serve each lot at such time as a public water supply becomes available for connection.
2. That a meter be placed on each individual water supply and access provided to the County Department of Public Works in order to determine water usage in relation to sewer charges and flow restrictions.

*Steve Innes*

Steve Innes, Coordinator  
Environmental Conservation

ST/gt

cc Green & Kennedy  
Delamater, Freund & Scherer  
Mid-Continent Development, Inc.  
County Department of Public Works  
(Mr. Andy Harkness)

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

OFFICE OF ENVIRONMENTAL HEALTH

DATE June 21, 1977



TO Curtis Newby, Junior Planner

FROM Steve Innes, Environmental Conservation Coordinator

SUBJECT Mid-Continent Industrial Park II  
SD/No. 77-38

Plans dated February 1977 for Mid-Continent Industrial Park I Lateral Sewer District show three cells in the waste stabilization pond system. These cells appear adequate to handle sewage for the 18 lots in Mid-Continent Industrial Park I and II.

The proposed sewerage facility and a municipal type water supply are approved for subject subdivision with the following conditions:

1. That the water supply be approved as a public water supply by the Kansas Department of Health and Environment.
2. That a restriction be placed by the owner on each deed limiting sewage generated in quantity and strength to read exactly as in the attached letter of June 13, 1977, by Jack H. Greene, with this exception:  
change "250 gallons of sewage discharge per 24-hour period" to read "1270 gallons of sewage discharge per week (approximately 10 employees, 40 hours each week, with no process wastewater, or the equivalent)."

A handwritten signature in cursive script that reads "Steve Innes".

Steve Innes,  
Environmental Conservation Coordinator

SI/rs

cc Green & Kennedy  
Delamater, Freund & Scherer  
Mid-Continent Development, Inc

RECEIVED

JUN 15 1977

DELAMETER, FREUND  
& SHERER, P.A.  
Engineers & Architects

GREENE & KENNEDY  
ATTORNEYS AT LAW  
216 NORTH WACO  
WICHITA, KANSAS 67202

June 13, 1977

TELEPHONE 264-8263  
AREA CODE 316

JACK H. GREENE  
DAVID W. KENNEDY  
DWAYNE WAMBLEY

Mr. Steve Ramsey  
Delameter, Freund & Sherer, P.A.  
Century Plaza Building  
Wichita, Kansas 67202

In re: Mid-Continent Industrial Park I

Dear Mr. Ramsey:

A restriction in each deed which conveys title to property should contain the following:

Grantee hereby agrees to limit its use of the sewer system situated on the real property being conveyed to 250 gallons of sewage discharge per 24-hour period; that the strength of such sewage discharge shall be similar to and not exceed the strength of domestic or residential waste water; that no toxic waste shall be discharged into such sewer system. Grantee agrees to install and construct a Type A standard manhole at the time grantee connects with the sewer system situated on said real property.

The provision concerning the strength of sewage and toxic waste may also be used in the deed of conveyance for property in Mid-Continent Industrial Park I.

Very truly yours,

*Jack H. Greene*

Jack H. Greene

JHG/pm

April 14, 1977

Delamater, Freund and Scherer  
412 Century Plaza  
Wichita, Kansas 67202

Re: S/D 77-38 - Final plat of  
MID-CONTINENT INDUSTRIAL PARK II

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on April 14, 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 April 12, 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.
- 1-16-78 2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 1-20-78 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 plattor.
- 1-16-78 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: Mid-Continent Development, Inc., P.O. Box 12086, 67212  
Dean Sellers, Assistant City Engineer  
Chris Brennenstuhl, County Building, Planning & Inspection

April 12, 1977

Delamater, Freund & Scherer  
412 Century Plaza  
Wichita, Kansas 67202

Re: S/D 77-38 - Final plat of  
MID-CONTINENT INDUSTRIAL  
PARK II

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, April 7, 1977, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

*ok* The applicant shall guarantee the installation of a municipal type sanitary sewer and water supply system to serve the lots being platted. If the existing systems which serve the Mid-Continent Industrial Park I Addition are to be used, then a memo from the Health Department stating that the existing systems are adequate to serve these additional building sites shall be submitted to the Planning Department.

*petition accepted by Council 11-2-77 see memo Freeman 1-11-78* B. The applicant shall guarantee the paving of Midco Street and Norman Street to the same standards as the streets in the Mid-Continent Industrial Park I area.

*friend say this approved see memo from Mitch* The applicant's engineer shall submit a lot grading plan to M. S. Mitchell of the Maintenance-Flood Control Office. A letter obtained from Mr. Mitchell approving said plan shall be submitted to the Planning Department. A guarantee shall be submitted for any drainage improvements necessitated by the lot grading plan.

*ok* The applicant shall submit an avigational easement covering all of subject property and a covenant assuring that adequate construction methods will be utilized to minimize effects of noise pollution within any structures to be built on the site.

S/D 77-38  
April 12, 1977  
Page 2

- E. The platator's text shall be expanded to appropriately reference the access control to Maize Road as shown on the face of the plat.
- F. A 5' x 35' utility easement shall be shown at the southwest corner of Lot 2, Block A.
- G. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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, April 14, 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: Mid-Continent Development, Inc., P. O. Box 12086, 67212  
Dean Sellers, Assistant City Engineer  
Chris Brennenstuhl, County Building, Planning & Inspection

FINAL PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 77-38 Name MID-CONTINENT INDUSTRIAL PARK II  
Date Application Rec'd. 3-22-77 Preliminary Approval 9-5-74  
Scheduled S/D Meeting 4-7-77

DESCRIPTION

General Location North of MacArthur, east of Maize Road.

Owner Mid-Continent Development, Inc.  
Surveyor/Engineer Delamater, Freund & Scherer  
Address 412 Century Plaza Phone 263-6121

- |   |  |
|---|--|
| 1. Gross Acreage of Plat <u>68.36±</u>                                | 7. Lineal Feet of New Streets:         |
| 2. Number of Lots:  | a. <u>80</u> R/W <u>3000±</u> ft.      |
| Residential _____   | b. _____ R/W _____ ft.                 |
| Commercial _____  | c. _____ R/W _____ ft.                 |
| Industrial <u>5</u>   | d. _____ R/W _____ ft.                 |
| Other _____   | e. _____ R/W _____ ft.                 |
| Total Number of Lots <u>5</u>   | TOTAL <u>3000±</u> ft.                 |
| 3. Minimum Lot Frontage <u>225</u> ft.                                | 8. Sidewalk adjacent to all            |
| 4. Minimum Lot Area <u>420,000 sq.</u> ft.                            | streets? <u>yes</u> <u>X</u> <u>no</u> |
| 5. Existing Zoning <u>R-1</u>   |  |
| 6. Proposed Zoning <u>E</u>   |  |
| 9. Public Water Supply No (Yes-No), Name _____                        |  |
| 10. Public Sanitary Sewers No (Yes-No), Name _____                    |  |
| 11. Health Department Approval (where applicable) <u>Yes</u> (Yes-No) |  |
| 12. City of Wichita _____: Three-Mile Area <u>X</u>                   |  |

STAFF COMMENTS:

NOTE: A preliminary plat encompassing this area was approved by the Sub-division Committee on September 5, 1974. A zone change from "R-1" to "E" has been approved subject to platting.

- A. The applicant shall guarantee the installation of a municipal type sanitary sewer and water supply system to serve the lots being platted. If the existing systems which serve the Mid-Continent Industrial Park I Addition are to be used, then a memo from the Health Department stating that the existing systems are adequate to serve these additional building sites shall be submitted to the Planning Department.
- B. The applicant shall guarantee the paving of Midco Street and Norman Street to the same standards as the streets in the Mid-Continent Industrial Park I area.
- C. The applicant's engineer shall submit a lot grading plan to M. S. Mitchell of the Maintenance-Flood Control Office. A letter obtained from Mr. Mitchell approving said plan shall be submitted to the Planning Department.
- D. The applicant shall submit an avigational easement covering all of subject property and a covenant assuring that adequate construction methods will be utilized to minimize effects of noise pollution within any structures to be built on the site.
- E. The platlor's text shall be expanded to appropriately reference the access control to Maize Road as shown on the face of the plat.
- F. Recording of the plat within 30 days after approval by the Board of City Commissioners.

(J-1W-0)  
Map No.: 4443  
Section No.: B  
Twp. No.: 28S  
Range: 1W

S/D No. 77-38  
(Publication S/D 73-123)

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Mid-Continent Industrial Park II  
General Location: North of Main Arthur, east of Waize Rd.

Name of Property Owner: Mid-Continent Development Inc.  
Address: P.O. Box 12026, Wichita, KS. Phone: 942-3276  
Name of Subdivider: Same as Above  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name of Agent/Surveyor: Delamater Freund & Scherer, P.A.  
Address: 412 Century Plaza, Wichita, KS. Phone: 263-6121  
Date of Application: March 21, 1977

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 68.36 ac. ±
2. Number of Lots:
  - Residential \_\_\_\_\_
  - Commercial \_\_\_\_\_
  - Industrial 5
  - Other \_\_\_\_\_Total Number of Lots 5
3. Minimum Lot Frontage 225 ft.
4. Minimum Lot Area 420,000 sq. ft.
5. Existing Zoning R-1
6. Proposed Zoning E (SC2-0317)
7. Lineal Feet of New Streets:
  - a. 80 R/W 2000 ft.
  - b. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - c. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.TOTAL \_\_\_\_\_ ft.
8. Sidewalk adjacent to all streets? yes  no
9. Public Water Supply No (Yes-No), Name \_\_\_\_\_
10. Public Sanitary Sewers No (Yes-No), Name \_\_\_\_\_
11. Health Department Approval (where applicable) YES (Yes/No)
12. City of Wichita 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: James D. Evans

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

Received by Paul Healy  
Date 3-22-77  
Fee Submitted none - fee  
paid with prelim

T9-301B  
(2-71)

230-J-II



**DELAMATER, FREUND & SCHERER, P.A.**

ENGINEERS & ARCHITECTS

(316) 263-6121

412 CENTURY PLAZA

WICHITA, KANSAS 67202

R. S. DELAMATER, P. E.  
WILMER FREUND, P. E.  
RICHARD D. SCHERER, P. E.  
NORMAN L. KOELFS, P. E.  
RONALD L. HADLEY, ARCHITECT

March 22, 1977

Mr. Robert A. Lakin, Director  
Metropolitan Area Planning Department  
City Hall, 10th Floor  
455 North Main  
Wichita, Kansas 67202

RE: Final Plat - Mid-Continent Industrial Park II

ATTN: Mr. Jack Galbraith, Senior Planner

Gentlemen:

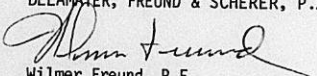
We are handing you herewith 29 prints of the proposed final plat of Mid-Continent Industrial Park II along with a copy of the Application for Subdivision Approval and a draft in the amount of \$62.00 to cover the application fee.

We will appreciate it if this matter is placed on the Subdivision Committee agenda for Thursday, April 7, 1977.

You previously have been furnished a preliminary plat which was approved and authorized preparation of final plats. The only change we have made is to reduce the number of lots, thereby eliminating one court. Should any of the committee members have any questions or concerns regarding the plat, we will be most happy to meet with them prior to the meeting date in an effort to resolve any problems.

Sincerely,

DELAMATER, FREUND & SCHERER, P.A.

  
Wilmer Freund, P.E.

WF/kl1a

cc: John Evans  
Jack Greene

230-J II