

PLAT NO. S/D 78-138 MAP NO. 6050

NAME INDEPENDENCE COMMONS

LOCATION: N.E. Corner of 21st St. North and Rock Rd.

ENGINEER Bill G. Yung Design / Poe & Associates

OWNER Wichita Development Company, et al

APPLICATION FILED 12-8-78

SKETCH PLAT FILED 12-8-78

PRELIMINARY FILED 12-~~8~~³⁰-78

S/D ACTION ~~12-25-78~~ 1-11-79 *Approved*

FINAL FILED *5*

S/D ACTION *5-3-79 approved*

MAPC ACTION *5-10-79 Approved*

BCC ACTION *7-31-79 Approved*

RECORDED *9-6-79*

REMARKS Associated DP-92 *Z-2113*

S/D 78-138 - INDEPENDENCE COMMONS
N.E. corner of 21st St. North and
Rock Rd., by Bill G. Yung Designs

POSTED
12-11-78

ACTION

	DATE
COMMITTEE (Prelim) approve	1-11-79
S/D (final) approve	5-3-79
M.A.P.C. <i>Approved</i>	5-10-79
B.C.C./B.C.C. <i>Approved</i>	7-31-79

September 12, 1979

Donald C. Gisick, City Clerk

Jack H. Galbraith, Chief Planner

Z-2113 - Zone change from "AA" & "LC" to "BB"; and
S/D 78-138 - Independence Commons

At the regular meeting of the Board of City Commissioners on April 17, 1979, the above captioned request for zone change was considered and approved for "LC" and "BB", and the City Clerk was instructed to withhold publication of the ordinance effectuating the zone change until such time as the plat had been recorded. The associated plat was approved by the Board of City Commissioners on July 31, 1979.

Please note that this is just a portion of the original area in the zone case and additional ordinances will follow as platting occurs.

This is to advise you that the final plat of Independence Commons was recorded with the Register of Deeds on September 6, 1979 and, therefore, the ordinance effectuating the zone change may now be published.

Jack H. Galbraith
Chief Planner

JHG:el

DATE	DESCRIPTION	AMOUNT
8-27-79	payment of 1977 & 1978 real estate taxes of the following key no.	\$5,257.23
MI-27-2,	1977, \$2,126.97 + \$292.70 = \$2,419.67	
	1978, \$2,125.84 + \$ 98.02 = \$2,223.86	
MI-27-4,	1977, \$ 266.10 + \$ 37.27 = \$ 303.37	
	1978, \$ 296.04 + \$ 14.29 = \$ 310.33	
	\$5,257.23	

REMARKS

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS. 67203

SALE/REDEMPTION NO: 78-07327

DATE: 8-27-79

PAYER: Wichita Devel
HAS THIS DAY PAID TO COUNTY TREASURER,
FOR THE REDEMPTION OF THE REAL ESTATE
DESCRIBED BELOW FROM THE SALE OF THE
FIRST TUESDAY IN SEPTEMBER, 1979

COUNTY TREASURER J. Threlkoff
BY [Signature]

77-272304
78-253419
5257.23

WICHITA DEVEL CO
SCMOTARA PROPERTIES INC
2225 HATHWAY CIR
WICHITA KS 6722

W1/2 SW1/4 SW1/4 SEC 5-27-2E

8A AUG 27 79

2,125.84 98.02 2,223.86

78-RE-16-0026-06-7
MI -00027-0002-
FULL 1405
R448 805616

<input type="checkbox"/> CA	INT. AFTER SALE	TOTAL
<input checked="" type="checkbox"/> CK	=	2,223.86
<input type="checkbox"/> TAX		
<input type="checkbox"/> CHG		

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT. & ADV. REDEEM. SALE	SALE AMOUNT
493.40	67 1,632.44	2,125.84	97.27	2223.86
				<u>49.02</u>

IF PROPERTY OWNER OR MAILING ADDRESS IS INCORRECT, ADVISE THE COUNTY CLERK'S OFFICE.

REMARKS

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS. 67203

SALE/REDEMPTION NO: 78-07329

DATE: 8-27-79

PAYER: Wichita Devel
HAS THIS DAY PAID TO COUNTY TREASURER,
FOR THE REDEMPTION OF THE REAL ESTATE
DESCRIBED BELOW FROM THE SALE OF THE
FIRST TUESDAY IN SEPTEMBER, 1979

COUNTY TREASURER J. Threlkoff
BY [Signature]

WICHITA DEVEL CO
SCMOTARA PROPERTIES INC
2225 HATHWAY CIR
WICHITA KS 6722

E1/2 OF SW1/4 OF SW1/4 SEC 5-27-2E

8A AUG 27 79

296.04 14.29 310.33

78-RE-16-0026-08-1
MI -00027-0004-
FULL 1405
R448 805615

<input type="checkbox"/> CA	INT. AFTER SALE	TOTAL
<input type="checkbox"/> CK	=	310.33
<input type="checkbox"/> TAX		
<input type="checkbox"/> CHG		

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT. & ADV. REDEEM. SALE	SALE AMOUNT
296.04		296.04	13.54	310.33
				<u>.75</u>

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS. 67203
SALE/REDEMPTION NO: 77-06300

DATE: 9-27-79
PAYER: Wichita Devel
HAS THIS DAY PAID TO COUNTY TREASURER,
FOR THE REDEMPTION OF THE REAL ESTATE
DESCRIBED BELOW FROM THE SALE OF THE
FIRST TUESDAY IN SEPTEMBER, 1978
COUNTY TREASURER J. Shuffell
BY: [Signature]

WICHITA DEVEL CO
(TRUBIN SILLCOCKS ETC
375 PARK AVE
NEW YORK NY 1002

W1/2 CF SE1/4 OF SW1/4 SEC 5-27-2E
266.10 37.27 303.37

77-RE-15-0067-02-2
W1 -00027-0003-
FULL 1495 R448 805613

<input type="checkbox"/> CA	INT. AFTER SALE	TOTAL
<input type="checkbox"/> CK		
<input type="checkbox"/> TAX	35.95	303.37
<input type="checkbox"/> CHG		

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT. & ADV. BEFORE SALE	SALE AMOUNT
266.10		266.10	10.57 .75	277.42

IF PROPERTY OWNER OR MAILING ADDRESS IS INCORRECT, ADVISE THE COUNTY CLERK'S OFFICE.

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS. 67203
SALE/REDEMPTION NO: 77-06259

DATE: 9-27-79
PAYER: Wichita Devel
HAS THIS DAY PAID TO COUNTY TREASURER,
FOR THE REDEMPTION OF THE REAL ESTATE
DESCRIBED BELOW FROM THE SALE OF THE
FIRST TUESDAY IN SEPTEMBER, 1978
COUNTY TREASURER J. Shuffell
BY: [Signature]

WICHITA DEVEL CO
(TRUBIN SILLCOCKS ETC
375 PARK AVE
NEW YORK NY 1002

W1/2 SW1/4 SW1/4 SEC 5-27-2E
9 2,126.97 292.70 2,419.67

77-RE-15-0067-01-C
W1 -00027-0002-
FULL 1495 R448 805614

<input type="checkbox"/> CA	INT. AFTER SALE	TOTAL
<input type="checkbox"/> CK		
<input type="checkbox"/> TAX	207.15	2419.67
<input type="checkbox"/> CHG		

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT. & ADV. BEFORE SALE	SALE AMOUNT
443.50	67 1,683.47	2,126.97	84.50 .75	2,212.22

IF PROPERTY OWNER OR MAILING ADDRESS IS INCORRECT, ADVISE THE COUNTY CLERK'S OFFICE.

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 78-138 Name Independence Commons
Application & Sketch Filed: 12-8-78
Preliminary Plat Filed: 12-20-78 Approved by S/D 1-11-79
Final Plat Filed: 4-20-79 Approved by S/D 5-3-79
Approved by Metropolitan Area Planning Commission: 5-10-79

DESCRIPTION

General Location: North side of 21st Street North in an area east of Rock Road.

Surveyor or Engineer: Poe & Associates
Owner: Wichita Development Company
Address: 2225 Hathway Circle, 67226

- | | |
|--|---|
| 1. Gross Acreage of Plat <u>3.92</u> | 6. Access Control |
| 2. Number of Lots: | St. <u>21st</u> No. Openings <u>1</u> |
| Residential _____ | St. <u>Tara</u> No. Openings <u>1</u> |
| Commercial _____ | St. _____ No. Openings _____ |
| Industrial _____ | 7. Req'd Improvements |
| Other _____ | St. Paving <u>Yes</u> Water <u>Yes</u> |
| Total Number of Lots: <u>1</u> | Sidewalk <u>Yes</u> Drainage <u>Yes</u> |
| 3. Minimum Lot Area: <u>3.09</u> Acres | Sewer _____ (existing) Other _____ |
| 4. Existing Zoning <u>AA</u> | |
| 5. Special Problems Discussed _____ | |

100% petitions have been submitted guaranteeing the paving of Tara, a decel lane on 21st Street, construction of storm sewers and the extension of City water. A guarantee for a sidewalk on the west side of Tara is included in the Tara street paving petition. A certificate has been submitted certifying the petitions. Covenants providing for the maintenance of the common open spaces have been submitted.

Planning Commission Recommendation: That this plat be approved subject to recording within 30 days after approval by the Board of City Commissioners.

Cole moved, Barrier seconded and it carried unanimously.

Note: An associated commercial community unit plat (DP-92) and zone case (Z-2113, "AA" and "LC" to "BB" and "LC") have been approved subject to platting.

ACTION: Receive and file the water engineering feasibility report, adopt the resolution of finding and the resolution ordering and directing the water system improvement; approve the petitions and instruct the Director of Law to prepare the necessary resolutions; instruct the City Clerk to file the certificate and covenants with the Register of Deeds, the filing costs of which shall be billed to the applicant; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

CERTIFICATE

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


I, Robert R. Fox, Attorney-in-Fact for ~~owner~~ of
(give name of proposed plat, if appropriate) Wichita Development Company
Independence Commons

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

1. Paving Petition 21st Street - Decel Lane
2. Paving Petition Tara Street - including sidewalk on west side
3. Storm Water Petition -
4. Water Petition -
- 5.
- 6.
- 7.

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

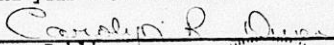
Signed this 29th day of June, 1979.



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

Be it remembered that on this 29th day of June,
1979, before me, a notary public in and for said County and State,
came Robert R. Fox, Attorney-in-Fact/Wichita Dev. Co., to me personally
known to be the same person who executed the foregoing instrument
of writing and duly acknowledged the execution of same.

In Testimony Whereof, I have hereunto set my hand and
affixed my notarial seal the day and year above written.



Notary Public

My Commission Expires:

My Appointment Expires May 17, 1981

T9-207



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

INDEPENDENCE COMMONS

THIS DECLARATION, made on the date hereinafter set forth by WICHITA DEVELOPMENT COMPANY, a Delaware corporation ("WDC"), and the other persons whose signatures appear below, all of whom are hereinafter collectively referred to as "Declarants."

WITNESSETH:

WHEREAS, Declarants are the owners of certain property in Wichita, Sedgwick County, Kansas, which is more particularly described as Independence Commons, City of Wichita, Sedgwick County, Kansas, hereinafter referred to as the "Property."

WHEREAS, there may be included within the Property Common Areas which are to be available for the common use and enjoyment of owners; and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to all property comprising the Property to insure the proper maintenance and government of said Common Areas, and the rights of property owners; and

WHEREAS, it is the purpose and intention of this Declaration that all of the Property shall be held and/or conveyed subject to the restrictions and conditions contained in this Declaration; and

WHEREAS, there shall be established the Independence Commons Association, consisting of the owners of parcels within the Property. The Independence Commons Association shall be hereinafter referred to as the "Association"; and

WHEREAS, WDC may, but shall not be required to, convey additional real property to the Association;

NOW, THEREFORE, Declarants hereby declare that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Kansas.

Section 2. Membership in the Association shall be mandatory for each owner of a parcel of property. Each of such landowners is hereinafter referred to as an "Owner."

Section 3. Member shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest in any parcel, but not including any owners who have sold their interest under executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the member of the Association.

ARTICLE II PROPERTY RIGHTS

Section 1. The Declarants hereby dedicate and convey to each Member, a right and easement of enjoyment in and to the common areas described above, hereinafter collectively referred to as "Common Area", and WDC hereby convenants for itself, its successors and assigns that it will convey a fee simple title to the Common Area to the Association hereinafter described, free and clear of all encumbrances and liens, from time to time. The Association shall be responsible for payment of taxes and insurance on the Common Area and for the property maintenance of the open spaces and for compliance with this Agreement.

Section 2. The title to the Common Area vested in the Association shall be subject to the rights and easement of enjoyment in and to such Common Area by its Members. Said easement shall not be personal but shall be considered to be appurtenant to said lots and parcels, whether specifically set forth in deeds to the lots and parcels or not.

Section 3. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the members of the Association and all residents of the development.

Section 4. Notwithstanding any other provision of this Declaration, WDC reserves the right to grant easements within in the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area. WDC also reserves the right to maintain a sales and rental office within the Common Area or within any clubhouse constructed thereon. WDC, any assignee of WDC taking advantage of these privileges shall pay to the Association a reasonable charge for use and occupancy of it which shall be determined by the Association. The Association shall have the right to mortgage any part, parts or all of the Common Areas in connection with the borrowing of money in the furtherance of any of its purposes authorized herein, and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder.

ARTICLE III COVENANTS AND MAINTENANCE ASSESSMENTS

Section 1. All of the Members of the Association located within and comprising the Property shall be subject to an annual assessment charge to be paid to the Association. The Board of Directors of the Association may permit the annual assessment charge to be paid in installments payable either semi-annually, quarterly or monthly.

Section 2. Each year the Board of Directors of the Association shall, prior to November 1, determine the total amount to be raised by the annual assessment charge for the next succeeding year. The annual charge applicable to the

Owner of each parcel shall be computed and established by the Association. Should the Board of Directors of the Association at any time determine in its sole discretion that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Common Areas, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

Section 3. The assessment fund shall be used for purposes as the Association shall determine necessary and advisable for improving and maintaining the Common Area and other property of the Association, roadways and entryways of the development; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property, for removing grass or weeds, for constructing, purchasing, maintaining or operating any community service, for purchase of insurance, or for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the Members; for expenses incidental to the examination of plans and the enforcement of these restrictions or any other building restrictions applicable to said property, for the payment of operating expenses of the Association or for any other purpose within the purposes for which the Association is incorporated.

Section 4. All assessment charges which shall remain due and unpaid thirty (30) days after they are due, shall thereafter be subject to interest at the rate of ten percent (10%) per annum.

Section 5. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the Lot of condominium office with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any parcels, the owner (not including thereby the mortgagee as long as he is not the Owner) from time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association, all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any owner or prospective purchasee, or who may be liable, for said charges, which shall set forth the status of said charges. This certificate shall be binding upon the parties hereto.

Section 6. The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any parcel shall not affect the assessment lien. The sale or transfer of any Lot, parcel or apartment which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot, parcel or apartment from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. By his acceptance of title each Owner shall be held to best in the Association the right and power in its own name to take and prosecute all suits, legal, equitable, or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges.

ARTICLE IV

ENFORCEMENT

Section 1. Enforcement. The Association, WDC, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, WDC,

or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE V

ADDITIONAL LAND

Section 1. Additional Land. WDC may, from time to time, annex additional real property owned by it on the date this Declaration is recorded in the office of the Register of Deeds of Sedgwick County, Kansas, including additional Common Areas, to the Property, and thereby subject the same to all of the terms, provisions and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During that twenty (20) year period commencing with the date of the recording of this Declaration, WDC, its successors or assigns, may annex such additional real property to the Property in its absolute discretion. From and after the termination of said twenty (20) year period, such additional real property may be annexed to the Property provided that each such annexation is approved in writing by two-thirds (2/3) of the Members of the Association entitled to vote.

ARTICLE VI

POWER OF ASSIGNMENT AND DELEGATION

Section 1. Power to Assign and Delegate. WDC shall have the right and power to assign and delegate to the Association or any successor or successors thereto, at any time and from time to time, all or any part of any of the rights, powers, and authority, contained in this Declaration.

ARTICLE VII

SEVERABILITY

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE VIII

AMENDMENT

Section 1. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners.

ARTICLE IX

REPEAL OF ALL PRIOR DECLARATIONS

Section 1. Repeal of Amended Declaration. Upon the recording of this Declaration, all other prior Declaration of Covenants, Conditions and Restrictions,

shall be repealed, superseded, and revoked in their entirety.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein have executed this Declaration as of this 4th day of June, 1979.

WICHITA DEVELOPMENT COMPANY

By: *Robert R. Fox*
Robert R. Fox, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED that before me, the undersigned, a Notary Public in and for said county and state, on this 4th day of June, 1979, personally appeared Robert R. Fox, Attorney-in-Fact, of Wichita Development Company, a corporation, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Attorney-in-Fact, and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and for an on behalf of as as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Carolyn R. Owen
Notary Public

My Appointment Expires:

My Appointment Expires May 17, 1981



THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE July 17, 1979

TO Jack H. Galbraith, Chief Planner-Current Plans

FROM Bill H. Otten, Chief Engineer-Water Engineering

SUBJECT Independence Commons Addition

The plattors of Independence Commons Addition have submitted a valid 100% petition for a water benefit district to serve this plat. Therefore, our requirements for water service to this area have been fulfilled. The petition and resolution will be placed on the City Commission Agenda for approval on or about July 31, 1979.

Bill H. Otten

Bill H. Otten, Chief Engineer
WATER ENGINEERING DIVISION

BHO:sd



**POE & ASSOCIATES
OF KANSAS, INC.**

1720 East Morris

Wichita, Kansas 67211

CONSULTING ENGINEERS

(316) 262-1497

June 20, 1979

Metropolitan Area Planning Commission
City Hall - 10th Floor
455 North Main
Wichita, Kansas 67202

Attn: Louise Oliverez

Re: Independence Commons

Dear Ms. Oliverez:

Please find enclosed the original plat of Independence Commons. It is our understanding that the plat will be before the City Commission on July 3, 1979. From our conversation of June 15, 1979, you advised us that because of the problem with the weather and the wheat on the site that it would be alright to submit the plat even though the pins were not set as yet, as long as it was done before the commission meeting.

If we can answer any further questions pertaining to the plat, please advise.

Yours truly,

POE & ASSOCIATES OF KANSAS, INC.

Jack Whitson, C.E.T.

JW:crb

Encl.

cc: Robert Fox
Bill Yung
Phil Snodgrass

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

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

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

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

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

Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) 267-8371

CHICAGO TITLE INSURANCE COMPANY

Alvin W. Long
President.

ATTEST:

Chester C. McLaughlin
Secretary.

Frank B. [Signature]
Authorized Signatory



Independence Commons

CONDITIONS AND STIPULATIONS

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

SCHEDULE A

Number

Effective Date

277436

May 31, 1979 @ 7:00 A.M.

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

Proposed Insured:

City of Wichita

Loan Policy to be issued:

ALTA Form 1970

Amount:

Proposed Insured:

(Amended 10-17-70)

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

Wichita Development Company, a Delaware Corporation

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

That part of the Southwest Quarter of Section 5, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows: Commencing at the Southwest corner of the Southwest Quarter of Section 5, Township 27 South, Range 2 East, thence East 442.95 feet along the South line of said Section having a bearing of North 89°06'26" West to a point; thence at a bearing of North 01°01'02" West a distance of 30 feet to the point of beginning; thence at a bearing of North 01°01'02" West a distance of 113.00 feet; thence at a bearing of North 88°58'58" East a distance of 7.00 feet; thence at a bearing of North 01°01'02" West a distance of 266.42 feet; thence at a bearing of North 88°58'58" East a distance of 145.05 feet; thence at a bearing of North 01°01'02" West a distance of 24.80 feet; thence at a bearing of North 88°58'58" East a distance of 226.74 feet; thence at a bearing of South 66°32'50" East a distance of 66.00 feet; thence Southwesterly along a curve with a radius of 176.00 feet; delta of 24°28'12" a distance of 75.17 feet; thence at a bearing of South 01°01'02" East a distance of 304.90 feet; thence at a bearing of South 89°06'26" West a distance of 423.05 feet back to the point of beginning.

"When sending instruments for filing please include the above referenced commitment number"

Form 3616 - K.C. Division

SCHEDULE B

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

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
Year 1977 taxes \$266.10+ not paid; Year 1978 taxes \$296.04+ not paid. Key #MI-27-4 (E $\frac{1}{2}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 5-27-2E - Covers additional property)
Year 1977 taxes \$2,126.97+ not paid; Year 1978 taxes \$2,125.84+ not paid.
Key #MI-27-2 (W $\frac{1}{2}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 5-27-2E - Covers additional property)
9. A 30 foot wide utility easement to the City of Wichita filed April 13, 1979, on Film 359, Page 381, the centerline of which is described as follows: Commencing at the Southwest corner of Section 5, Township 27 South, Range 2 East of the 6th P.M.; thence Northerly along the West line of said section bearing North 1°01'02" West, 112.44 feet; thence North 81°20'53" East, 50.45 feet to the point of beginning, said point of beginning being on the East right of way line of Rock Road; thence North 81°20'53" East, 153.65 feet; thence Easterly running parallel to and 140.00 feet North of the South line of said Section 5 bearing North 89°06'26" East, 1626.55 feet.
10. Right of Way for highway purposes over the South 10 feet of captioned property created by an instrument filed in Book Misc. 308, Page 367.
11. Restrictive Covenants dated December 11, 1975, filed January 7, 1976, on Film 172, Page 879.
12. It is noted for informational purposes only, and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for capitol improvements as set forth in Resolution on Film 172, Page 879.

(See added page)

ADDED PAGE

(Schedule B continued)

FORM 3147R-4-67

Policy Number _____
Owners

Policy Number _____
Loan

13. Consolidated Mortgage dated March 5, 1973, executed by Jack P. DeBoer Associates, Inc., to First National City Bank, filed March 5, 1973, in Book 50, Page 723. (With other property)
14. Supplemental First Mortgage dated May 4, 1973, executed by Jack P. DeBoer Associates, Inc., to First National City Bank, filed May 4, 1973, in Book 57, Page 1437. (With other property)
15. Second Supplemental First Mortgage dated August 13, 1973, executed by Comotara, Inc., to First National Bank, filed November 1, 1973, in Book 80, Page 323. (With other property)
16. Mortgage dated October 15, 1973, executed by Wichita Land Company, to First National City Bank, filed December 7, 1973, in Book 83, Page 1281. (With other property)
17. Second Mortgage dated March 2, 1973, executed by Jack P. DeBoer Associates, Inc., to First National City Bank, filed March 2, 1973, in Book 50, Page 342. (With other property).

May 10, 1979

Poe and Associates
1720 E. Morris
Wichita, Ks. 67211

Re: S/D 78-138 - Final plat of Independence Commons

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, May 10, 1979, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of May 4, 1979.

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:

- 6-21
- 5-31
1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
 2. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the platlor.
 3. Certification that all taxes due and payable for 1978 and prior years have been paid.

NOT PAID

Please call if you have any questions.

Very truly yours,

Jack H. Galbraith
Chief Planner

JHG:bh

cc: Wichita Dev. Co., and Comotara Prop. Inc., 2225 Hathway Circle,
67226

Certificate mailed to Phil Smolgenski 6-25-79

May 4, 1979

Poe and Associates
1720 E. Morris
Wichita, Ks. 67211

Re: S/D 78-138 - Final plat of Independence Commons

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, May 3, 1979, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

petition
A. The applicant will be required to guarantee the construction of storm water sewers in Tara and will be required to construct on-site drainage facilities in the parking lot. *building permit requirement*

petition
B. The applicant shall guarantee the construction of the decel lane on 21st Street.

petition
C. The applicant shall guarantee the paving of Tara.

petition
D. The applicant shall guarantee the extension of City water to serve the site.

OK
E. The applicant shall guarantee the extension of sanitary sewer to serve the site.

6-8
F. An Owners' Association to provide for the maintenance of open space, internal drives, parking areas, etc., shall be submitted for recording with the plat. *No guarantee needed at this time according to Lindebak*

REVIEWED AND OK'd 6-4-79
G. The applicant shall submit an acknowledgement stating that a sidewalk will be required on the west side of Tara whenever a building permit is requested. *ACKNOWLEDGMENTS NO LONGER THE POLICY.*

SIDEWALK PETITION INCLUDED IN TARA PAVING PETITION
H. The applicant shall be advised that the report prepared for this property by the Soil Conservation Service indicates severe limitations for dwellings, small commercial buildings, and roads due to the high shrink-swell and low strength of the soils.

Poe and Associates
May 4, 1979
Page 2

- I. 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, May 10, 1979, at 1:30 p.m. If you have any questions regarding this matter, please call.

Sincerely,

Louise Olivarez
Junior Planner

LO:hh

cc: Wichita Dev. Co., and Comotara Prop. Inc., 2225 Hathway Circle,
67226
Dean Sellers, Assistant City Engineer

Final plat

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 78-138 Name Independence Commons
Date Application Rec'd. 12-8-78 Preliminary Approval 1-11-79
Scheduled S/D Meeting 5-3-79

DESCRIPTION

General Location North of 21st Street in an area east of Rock Road

Owner Wichita Development Company
Surveyor/Engineer Poe and Associates of Kansas, Inc.
Address 1720 E. Morris, Wichita, Ks. 67211 Phone 262-1497

1. Gross Acreage of Plat 3.92
2. Number of Lots:
 - Residential _____
 - Commercial _____
 - Industrial _____
 - Other 1
3. Minimum Lot Frontage 745.16 ft.
4. Minimum Lot Area 134,794.42 square ft.
5. Existing Zoning LC and AA
6. Proposed Zoning BB
7. Lineal Feet of New Streets:
 - a. 64 R/W 409.52 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 Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewer Yes (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) _____ (Yes-No)
12. City of Wichita X: Three-Mile Area _____

STAFF COMMENTS:

NOTE: This plat corresponds with Parcel 1 of the Independence Commons C.U.P. which proposes general office use and which has been approved for "BB" zoning subject to platting.

- A. The City Engineer's representative shall be prepared to comment on the acceptability of the applicant's drainage plan (an overall drainage plan for the entire quarter section was to have been submitted and approved prior to final platting). Any drainage guarantees required by an approved drainage plan shall be submitted by the applicant.
- B. The applicant shall guarantee the construction of the decel lane on 21st Street.
- C. The applicant shall guarantee the paving of Tara.
- D. The applicant shall guarantee the extension of City water to serve the site.
- E. The applicant shall guarantee the extension of sanitary sewer to serve the site.
- F. An Owners' Association to provide for the maintenance of open space, internal drives, parking areas, etc., shall be submitted for recording with the plat.
- G. The applicant shall submit an acknowledgement stating that a sidewalk will be required on the west side of Tara whenever a building permit is requested.
- H. The applicant shall be advised that the report prepared for this property by the Soil Conservation Service indicates severe limitations for dwellings, small commercial buildings, and roads due to the high shrink-swell and low strength of the soils.
- I. Recording of the plat within 30 after approval by the Board of City Commissioners.

T9-303



POE & ASSOCIATES
OF KANSAS, INC.

1720 East Morris

Wichita, Kansas 67211

CONSULTING ENGINEERS

(316) 262-1497

April 25, 1979

Ms. Louise Olivarez
Metropolitan Area Planning Commission
10th Floor, City Hall
Wichita, Kansas 67202

Re: Independence Commons Plat

Dear Ms. Olivarez:

Please find enclosed 29 copies of the Independence Commons plat revised to reflect one opening onto 21st Street North. The geometrics for the right-of-way widths and tapers were worked out with City Engineering Representatives, Mr. Mike Lindebak and Mr. Bill McKinley, in a meeting at City Hall on April 2, 1979.

We appreciate your assistance in this matter and if we can be of further help please let us know.

Yours truly,

POE & ASSOCIATES OF KANSAS, INC.

Jack Whitson, C.E.T.

Encls.

cc: Robert R. Fox
Bill Yung
Larry Reynolds



POE & ASSOCIATES
OF KANSAS, INC.

1720 East Morris

Wichita, Kansas 67211

CONSULTING ENGINEERS

(316) 262-1497

April 20, 1979

Ms. Louise Olivarez
Metropolitan Area Planning Commission
12th Floor, City Hall
Wichita, Kansas 67202

Re: Independence Commons Plat

Dear Ms. Olivarez:

Please find enclosed 29 copies of the Independence Commons plat to be heard at the May 3, 1979 meeting of the Subdivision Committee of MAPC. We are also including one original of the revised application for Subdivision Approval you requested and one original of the Traverse Data for the plat.

If we can be of any further assistance please let us know.

Yours truly,

POE & ASSOCIATES OF KANSAS, INC.

Jack Whitson, C.E.T.

JW:crb

Encls.

cc: Robert R. Fox
Bill Yung
Larry Reynolds



POE & ASSOCIATES
OF KANSAS, INC.

1720 East Morris

CONSULTING ENGINEERS

Wichita, Kansas 67211

(316) 262-1497

"INDEPENDENCE COMMONS"

Traverse Data

POINT	TO NEXT POINT		DIRECTION	AZMUTH	DISTANCE	LOCATION
	N - COORD	E - COORD				
1	10000.00000	10000.00000	SE	89°06'26"	442.948'	SW Cor. S-5-T27S-R2E
2	10006.90170	10442.89423	NW	358°58'58"	30.00'	
3	10036.89697	10442.36164	NW			Point of Beginning
3	10036.89697	10442.36164	NW	358°58'58"	20.00'	Point of Beginning
4	10056.89382	10442.00658	NW	358°58'58"	93.00'	
5	10149.87916	10440.35556	NE	88°58'58"	7.00'	
6	10150.00343	10447.35445	NW	358°58'58"	266.42'	
7	10416.38145	10442.62471	NE	88°58'58"	5.956'	N.W. Cor. Lot 1
8	10416.38718	10448.57978	NE	88°58'58"	139.09'	
9	10418.95644	10587.64786	NW	358°58'58"	24.80'	
10	10443.75253	10587.20758	NE	88°58'58"	226.74'	
11	10447.77783	10813.91185	SE	113°27'10"	64.00'	N.E. Cor. Lot 1
12	10422.30627	10872.62471	SW	191°13'04"	75.444'	
13	10348.30364	10857.94793	SE	178°58'58"	304.895'	
14	10043.45669	10863.36071	SW	269°06'26"	421.05'	S.E. Cor. Lot 1
3	10036.89620	10442.36183				Point of Beginning
ΔN & ΔE	-.00077	.00019				

$$\text{ERROR OF CLOSURE} = \sqrt{\Delta N^2 + \Delta E^2} = .0008'$$

$$\text{PERIMETER} = 1648.40'$$

$$\text{PERMITTED ERROR} = \frac{1648.40}{10,000} = .16'$$

Map No.: _____
Section No.: _____
Twp. No.: _____
Range: _____

S/D No. _____

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Independence Commons

General Location: North of 21st Street in an area east of Rock Road

Name of Property Owner: Wichita Development Company

Address: 2225 Hathaway Circle Phone: _____

Name of Subdivider: Connie Ann Percepsion Inc

Address: 2225 Hathaway Circle Phone: _____

Name of Agent/Surveyor: Poe & Associates of Kansas, Inc.

Address: 1720 E. Morris Wichita, Kansas Phone: 262-1497

Date of Application: 12-8-78

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 3.92 Ac
2. Number of Lots:
 - Residential _____
 - Commercial _____
 - Industrial _____
 - Other _____Total Number of Lots 1
3. Minimum Lot Frontage 745.16 ft.
4. Minimum Lot Area 134,794.42 sq. ft. (121,800)
5. Existing Zoning LC 2 AA
6. Proposed Zoning RR
7. Lineal Feet of New Streets:
 - a. 64 R/W 409.52 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 (Yes-No), Name City of Wichita
10. Public Sanitary Sewers (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) _____ (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: _____

Wichita-Sedgwick County Metropolitan Area
Planning Commission, 10th Floor, City Hall,
455 North Main, Wichita, Kansas 67202.

Received by L.O.
Date 4-20-79
Fee Submitted _____

newby

SCCD-COES-5 (Rev 11/77)
RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND
Independence Commons

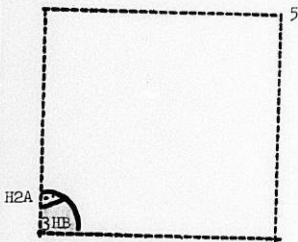
DATE: January 11, 1979

PROPERTY NAME:
Northeast corner of 21st St. North and Rock Road

LOCATION:
Bill G. Yung Design
MAILED TO: 1355 N. Waco
Wichita, Kansas 67203

PREPARED BY: Larry L. Henry
District Conservationist
USDA-Soil Conservation Service
4100 Maple, Wichita, Kansas
942-8422 67209

REQUESTED BY: Wichita-Sedgwick County
Metropolitan Area Planning
Commission



Scale: 4" equals 1 mile

SW 1/4 5-27-2E

<u>Symbols</u>	<u>Class</u>	<u>Soil</u>	<u>SOILS LEGEND</u>	<u>Brief Description</u>	<u>Hydro Group</u>
3HB	IIIe-3	Rosehill silty clay 1 to 3 percent slopes		Moderately deep and shallow, gently sloping, well drained soils on uplands. These soils have medium to rapid runoff and low available water capacity. Permeability is slow and very slow. <u>Prime agricultural land.</u>	D
H2A	IIIe-1	Goessel silty clay 1 to 2 percent slopes		Deep, gently sloping, moderately well and well drained soils on uplands and terraces. These soils have medium runoff and high available water capacity. Permeability is very slow and moderate. <u>Prime agricultural land.</u>	D

SCCD-CONE-5 (con't)
RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

SOIL INTERPRETATIONS

<u>Symbol</u>	<u>Class</u>	<u>Soil</u>	<u>Item</u>	<u>Limitation</u>	<u>Reason</u>
32B	IIIe-3	Roswell silty clay	Dwellings	Severe	Shrink-Swell Low Strength
			Small Commer. Buildings	Severe	Low Strength Shrink-Swell
			Local Roads & Streets	Severe	Shrink-Swell Low Strength
			Yards	Moderate	Too Clayey
E2A	IIIe-1	Gossel silty clay	Dwellings	Severe	Shrink-Swell Low Strength
			Small Commer. Buildings	Severe	Shrink-Swell Low Strength
			Local Roads & Streets	Severe	Shrink-Swell Low Strength
			Yards	Moderate	Too Clayey

RECOMMENDATIONS:

1. Disturb only the area needed for construction.
2. Remove only those trees, shrubs, and grasses that must be removed for construction; protect the rest to preserve their esthetic and erosion-control values.
3. Stockpile topsoil and protect it with anchored straw mulch or jute mat material.
4. Disturbing as small an area as possible, install streets, curbs, water mains, electric and telephone cables, storm drains, and sewers in advance of home or other building construction.
5. Temporarily stabilize each segment of graded or otherwise disturbed land by seeding and mulching or by mulching alone. Permanently stabilize these areas as work on the land is completed. Both temporary and permanent stabilization practices are to be installed according to the Sedgwick County Conservation District standards and specifications.
6. Loose-pile material that is excavated for building construction purposes. Keep it loose-piled until it is used for foundation backfill or until the lot is ready for final grading and permanent vegetation.
7. Stabilize each lot within 60 days after work starts on home or other building construction.
8. Backfill, compact, seed and mulch trenches within 60 days after they are opened.
9. If additional information or on-site assistance is needed relative to soils, seeding procedures, structure design or related problems, call this number: 316-942-8422.
10. Remove all debris such as tree strumps, scrap lumber, mortar or concrete, and rocks. Do not bury them; wood will eventually rot and cause settling; if you have any questions or if we can be of additional assistance, don't hesitate to call on us and later construction.

January 12, 1979

Bill G. Yung Design
1355 North Waco
Wichita, Kansas 67203

Re: S/D 78-139 Preliminary Plat of Independence Commons

Dear Mr. Yung:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, January 11, 1979, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- Annexed
4-4-79
CUP approved
4-17-79*
- A. Approval of this plat will be subject to the annexation of this property and the approval of "LC" zoning and a commercial C.U.P. No final plat shall be submitted until the area has been annexed and "LC" zoning and a C.U.P. have been recommended for approval by the Planning Commission.
 - B. The applicant's engineer shall submit an overall drainage plan for this entire quarter section to the City Engineer's office for review and approval prior to submitting the final plat. Any drainage easements or dedications required for an approved grading plan shall be indicated on the final plat and any required drainage improvements shall be guaranteed by the applicant.
 - C. The applicant shall dedicate on this plat the full right-of-way for 22nd Street North and Tara adjacent to this property and appropriate radii shall be shown.
 - D. The applicant shall guarantee the paving of 22nd Street North, Tara, and the decel lanes on Rock Road and on 21st Street. The applicant shall meet with the Traffic Engineer to determine if (an additional 10 feet of right-of-way is needed on 21st Street for the decel lane.) *yes*
 - E. The applicant shall guarantee the extension of City water to serve each lot.

Bill G. Yung
Page 2
1-12-79

- F. The applicant shall guarantee the extension of sanitary sewer laterals to serve each lot.
- G. An Owners' Association or some type of covenant to provide for the maintenance of the open space, internal drives, parking areas, etc., shall be submitted for recording with the final plat.
- H. The applicant shall submit an acknowledgment which states that sidewalks adjacent to the south side of 22nd Street and the west side of Tara will be constructed when building permits are requested for each lot.
- I. Dimensions, angles, and bearings for the utility easements shall be noted on the final plat.
- J. If building setbacks are to be shown on the final plat, their dimensions from the property lines shall be indicated.
- K. References to landscape buffers and screening walls shall not be shown on the final plat.
- L. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- M. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulation).

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

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

Sincerely,

Louise Olivarez
Junior Planner

LO:hh

cc: Wichita Development Co., 2225 Hathway Circle, 67226
Comotara Properties, Inc, 67226
Van Doren Hazard Stallings, 260 N. Rock Road, 67206
Dean Sellers, Assistant City Engineer

SUBDIVISION REPORT

S/D NO. 78-138 Name Independence Commons
 Date Application Rec'd. 12-8-78 Preliminary Approval _____
 Scheduled S/D Meeting 1-11-79

DESCRIPTION

General Location Northeast corner of 21st St. North and Rock Road

Owner Wichita Development Company
 Surveyor/Engineer Bill G. Yung Design
 Address 1355 N. Waco, 67203 Phone 264-0676

- | | |
|---|---------------------------------|
| 1. Gross Acreage of Plat <u>2.8 acres / 5.5 acres</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. _____ R/W _____ ft. |
| Residential _____ | b. _____ R/W _____ ft. |
| Commercial <u>4</u> | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>4</u> | TOTAL _____ ft. |
| 3. Minimum Lot Frontage _____ ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>2.8 acres</u> | streets? <u>yes</u> yes no |
| 5. Existing Zoning <u>LC-AA</u> | *Annexation has been requested. |
| 6. Proposed Zoning <u>LC with C.U.P.</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>N/A</u> (Yes-No) | |
| 12. City of Wichita <u>Yes *</u> : Three-Mile Area _____ | |

STAFF COMMENTS:

- A. Approval of this plat will be subject to the annexation of this property and the approval of "LC" zoning and a commercial C.U.P. No final plat shall be submitted until the area has been annexed and "LC" zoning and a C.U.P. have been recommended for approval by the Planning Commission.
- B. The applicant's engineer shall submit lot grading plans to the City Engineer's office for review and approval prior to submitting the final plat. Any drainage easements or dedications required for an approved grading plan shall be indicated on the final plat and any required drainage improvements shall be guaranteed by the applicant.
- C. The applicant shall dedicate on this plat the full right-of-way for 22nd Street North and Tara adjacent to this property.
- D. The applicant shall guarantee the paving of 22nd Street North, Tara, and the decel lanes on Rock Road and on 21st Street. The possible need for an additional 10 feet of right-of-way on 21st for the decel lane will be discussed at the Subdivision Meeting.
- E. The applicant shall guarantee the extension of City water to serve each lot.
- F. A sewer contract has been let to provide sewer main service to this site.
- G. An Owners' Association or some type of covenant to provide for the maintenance of the open space, internal drives, parking areas, etc., shall be submitted for recording with the final plat.
- H. The applicant shall submit an acknowledgement which states that sidewalks adjacent to the south side of 22nd Street and the west side of Tara will be constructed when building permits are requested for each lot.

T9-303

(Over)

- I. Dimensions, angles, and bearings for the utility easements shall be noted on the final plat.
- J. If building setbacks are to be shown on the final plat, their dimensions from the property lines shall be indicated.
- K. References to landscape buffers and screening walls shall not be shown on the final plat.
- L. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- M. Requirements for a final plat (see Pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

S/078-138

12-13-78

- Sanitary sewer contract already let for sewer service to this area.
- Applicant will need to dedicate 10' more R-O-W for decel lanes on Rock and on 21st Street at the major entrances.
- Applicant needs to guarantee installation of the decel lanes.
- Applicant needs to submit and have approved the appropriate zone changes and the proposed C.U.P. • No final plat should be submitted until the C.U.P. is approved.
- Applicant will need to guarantee paving of Tara and 22ND Street North adjacent to the plat.
- A covenant providing for the maintenance of the common private open areas and landscape areas will need to be submitted.
- Applicant will need to guarantee water service to the site.
- 22ND St. No. is shown functioning as a collector street on the latest Comstock land use master plan. Therefore R-O-W should be 66 ft.

Call Young 12-15-78 and authorized him to proceed with prelim plat

M&P No.: 6050
Section No.: 5
Twp. No.: 27S
Range: 2E

S/D No. 78-138

assoc with DP-92

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: INDEPENDENCE COMMONS

General Location: N.E. CORNER OF 21ST STREET NORTH AND ROCK ROAD

Name of Property Owner: WICHITA DEVELOPMENT COMPANY

Address: 2225 HATHWAY CIRCLE, WICHITA, KANSAS 67226 Phone: 686-7451

Name of Subdivider: COMITARA PROPERTIES INC.

Address: 2225 HATHWAY CIRCLE, WICHITA, KANSAS 67226 Phone: 686-7451

Name of Agent/Surveyor: BILL G. YUNG DESIGN *Asphy*

Address: 1355 N. WACO, WICHITA, KANSAS 67203 *1 plat* Phone: 264-0676 *1 plat*

Date of Application: DECEMBER 8, 1978

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 15.5 ACRES
2. Number of Lots:
 - Residential _____
 - Commercial 4
 - Industrial _____
 - Other _____Total Number of Lots 4
3. Minimum Lot Frontage _____ ft.
4. Minimum Lot Area 2.8 acres -ft.
5. Existing Zoning LC-AA
6. Proposed Zoning LC WITH C.U.P.
7. Lineal Feet of New Streets:
 - a. ~~150~~ R/W _____ ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL ~~150~~ _____ ft.
8. Sidewalk adjacent to all streets? yes ~~no~~
9. Public Water Supply YES (Yes-No), Name City of Wichita
10. Public Sanitary Sewers YES (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) N/A (Yes-No)
12. City of Wichita YES 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: Robert Fox
By: B. Yung

Wichita-Sedgwick County Metropolitan Area
Planning Commission, 10th Floor, City Hall,
455 North Main, Wichita, Kansas 67202.

Received by Curt Newby
Date 12-8-78
Fee Submitted none - sketch plat.

59⁰⁰ submitted

12-12-78

FORM 29-021

PAYMENT NOTICE
City of Wichita

Bldg.	Use of Str.	Code Bks	Copies
Elec	Elev. Insp.	Hse Moving	Lic.
Mech	Boiler Insp.	Fav. Cuts	Cert.
Pibg	Exam Fees	Sewer	Elev.
Signs	Plan Rev. (P.W.)	Cement	M.S.P.

Planning

DESCRIPTION	AMOUNT
Sub-division application	\$59.00
and purchase of business add	
NAME	Wichita Development Co
ADDRESS	222 N. The Plaza Bldg
FUND	11-00-000-400
COMMENTS	
DATE	12/1/70
BY	[Signature]

WICHITA-SEDGWICK COUNTY

DATE

June 14, 1979

METROPOLITAN AREA PLANNING DEPARTMENT

TO Subdivision Committee and Utility Advisory Committee
FROM Louise Olivarez, Senior Planner
SUBJECT Revised final plat of Independence Commons

Attached for your files is a revised copy of the final plat of Independence Commons. The only change is in the width of Tara street right-of-way. It is now shown with the collector street width of 66 feet rather than the residential street width of 64 feet.

LO:bh

dp

POE & ASSOCIATES
OF KANSAS, INC.

1720 East Morris

CONSULTING ENGINEERS

Wichita, Kansas 67211

(316) 262-1497

May 21, 1979

Metropolitan Area Planning Commission
City Hall - Tenth Floor
455 N. Main Street
Wichita, Kansas 67202

Attention: Mr. Jack H. Galbraith
Chief Planner

Re: Independence Commons Plat

Gentlemen:

Enclosed are fifteen copies of Independence Commons plat which have been revised to reflect a 66 foot R/W on Tara instead of the 64 foot previously shown.

If you have any questions, please advise.

Yours truly,

POE & ASSOCIATES OF KANSAS, INC.

Jack Whitson

Jack Whitson, C.E.T.

JW:csr

Encls.

cc: Mr. Bill Yung

