

80-5

GUARANTEE

PLAT NO. S/D 79-19 MAP NO. 5043

NAME WHEATLAND PLACE THIRD ADDITION

LOCATION: 1/4 mile north of MacArthur Road on
the west side of Hoover Road.

ENGINEER Kenneth O. Taylor

OWNER Frank Jenkins

APPLICATION FILED 2-13-79

SKETCH PLAT FILED 2-13-79

PRELIMINARY FILED 9-24-79

S/D ACTION 10-4-79 approve

FINAL FILED 11-2-79

S/D ACTION 11-15-79 approve

MAPC ACTION 11-19-79 approve

BCC ACTION 3-25-80 *Approved*

RECORDED 4-2-80

REMARKS Sec 2-0443

S/D 79-19 - WHEATLAND PLACE THIRD
ADDITION - 1/4 mile north of Mac
Arthur Road on the west side of
Hoover Road. By K.O. Taylor

B.C.C./B. CO. C.

Clyde

CITIES SERVICE COMPANY

BOX 300

TULSA, OKLAHOMA 74102

August 19, 1980

RECEIVED

AUG 25 1980

METROPOLITAN PLANNING

ROUTE

Alverson

Mr. Kenneth O. Taylor
1542 S. St. Francis
Wichita, KS 67211

Gentlemen:

By this letter, and in accordance with paragraph "C" of the letter dated November 16, 1979 from the Sedgwick County Metropolitan Area Planning Department, Kansas Gas Supply Corporation hereby grants to Frank Jenkins, Utility Contractor, Inc., its approval to cross the KGS 4" pipeline with the proposed streets of 35th Street and Juno, subject to the Partial Release of Right of Way dated January 22, 1980, a copy of which is attached. Kansas Gas Supply Corporation intends to perform the work at the two street crossings as outlined in paragraph "4" of the Partial Release.

Very truly yours,

NATURAL GAS LIQUIDS DIVISION

O. D. Duncan

O. D. Duncan
Manager, Region I

OD/jf

Enclosure

THE CITY OF WICHITA



WICHITA-GAS

WICHITA GAS UTILITY
CITY HALL — EIGHTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4655

RECEIVED

JUL 17 1980

METROPOLITAN PLANNING
ROUTE Louise

July 16, 1980

Mr. Kenneth O. Taylor
1542 South St. Francis
Wichita, Kansas 67211

re: S/D 79-19 - Final Plat of Wheatland Place Third Addition

Dear Mr. Taylor:

We conditionally approve the street crossings of our gas pipeline at Hoover Road and 35th Street South, and Hoover Road and Juno.


From our preliminary study of your drainage plan, we would anticipate the need to encase our pipeline at both intersections and possibly adjust the pipeline to grade.

Also at Station 8 + 56, it will be necessary to fabricate a section of pipe to go beneath the proposed ditch and then install it.

It is important that the Wichita Gas Utility pipeline and the Kansas Gas Supply pipeline are not out of service at the same time, since both supply the Cessna-Wallace Plant. Coordination of the work is critical.

Since the developer will be responsible for reimbursing the Wichita Gas Utility for the work to be done, it will be necessary for him to contract with us in advance of the time he wishes to initiate the project.

Respectfully,


Elwin L. Miller
Superintendent
Wichita Gas Utility

ELM/b

cc: Louise Olivarez, Senior Planner, MAPD ✓

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 79-19 Name Wheatland Place Third
Application & Sketch Filed: 2-12-79
Preliminary Plat Filed: 9-24-79 Approved by S/D: 10-4-79
Final Plat Filed: 11-5-79 Approved by S/D: 11-15-79
Approved by Metropolitan Area Planning Commission: 11-19-79

DESCRIPTION

General Location: 1/4 mile north of MacArthur Road on the west side
of Hoover
Surveyor or Engineer: K. O. Taylor
Owner: Frank Jenkins
Address: 659 N. Market, 67214

1. Gross Acreage of Plat <u>39.2</u>	6. Access Control
2. Number of Lots	St. <u>Hoover</u> No. Openings <u>0</u>
Residential <u>86</u>	St. _____ No. Openings _____
Commercial _____	St. _____ No. Openings _____
Industrial _____	7. Req'd Improvements
Other _____	St. Paving <u>x</u> Water <u>x</u>
Total Number of Lots <u>86</u>	Sidewalk <u>x</u> Drainage <u>x</u>
3. Minimum Lot Area: <u>.25</u> acres	Sewer <u>x</u> Other _____
4. Existing Zoning: <u>R-1 & R</u>	
5. Special Problems Discussed: _____	

County zone case SCZ-0443 "R-1", "R" to "AA" has been approved subject to platting. The applicant has guaranteed through County petitions the paving and drainage of all interior streets as well as construction of the drainage channel along Hoover Road. A \$22,000 bond has been submitted to the County for construction of sidewalks on both sides of 35th Street South. The applicant has petitioned to the City for sanitary sewer and for water. An application for water service outside the corporate limits has also been submitted. Certificates confirming all petitions have been received. An avigational easement and a restrictive noise covenant 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.

Bayouth moved, Gaudner seconded and it carried unanimously. Hennessy, Lofton, Savina and Shook were absent.

ACTION: Approve the application for water service and authorize the Mayor to sign for the City; 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 water and sewer petitions and instruct the City Attorney to prepare the necessary resolutions; accept the avigational easement and instruct the City Clerk to file the easement, restrictive covenant and certificates with the Register of Deeds, the recording 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.

APPLICATION FOR WATER SERVICE
OUTSIDE THE CORPORATE LIMITS OF
THE CITY OF WICHITA

The Governing Body of the City of Wichita, Kansas, this
_____ day of _____, 19____, approves and files the
application of Frank E. & Bettyjean Jenkins

for water service to the following property:

All Lots in Blocks 1 thru 5 inclusive in proposed Wheatland Place Third
Addition, an addition in Sedgwick County, Kansas.

The applicant agrees to abide by the established rules and regula-
tions of the Wichita Water Department now in force, or which may
hereafter be enacted or adopted by said Department of the City of
Wichita, Kansas, and to pay for service at the established rate,
in accordance with the City of Wichita Code 17.12.090, or as amended.
The applicant further agrees to acquire a plumbing permit from the
City of Wichita; to have his service line installed by a plumber
licensed by the City using City approved materials and installation
methods.

The owners of land do hereby request the annexation of lands
described above by the City of Wichita at such time as it determines
appropriate. The request is hereby made binding on all heirs, suc-
cessors and assigns and is made a covenant to run with the land and
shall not be withdrawn without the consent of the City of Wichita;
and in the event such consent is given, said services above may be
terminated at the option of the City of Wichita.

APPLICANT

Frank E. Jenkins
Frank E. Jenkins

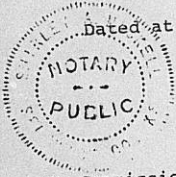
Bettyjean Jenkins
Bettyjean Jenkins

State of Kansas)
Sedgwick County) SS

Personally appeared before me a Notary Public in and for the
County and State aforesaid Frank E. and Betty Jean Jenkins

to me personally known to be the same person s who executed the
foregoing instrument of writing and said person s duly acknow-
ledged the execution thereof.

Dated at Wichita, Kansas, this 28th day of January, 19 80.



Michael A. Nickel
Notary Public

My Commission expires April 20, 1980.

APPROVED BY:

James D. Whelan
Director of Water and Water Pollution Control

Robert J. Smith
Director of Planning

RMB Suggerman
Director of Public Works

AUTHORIZED BY:

Mayor

DATE: _____

ATTEST:

City Clerk

RESTRICTIVE COVENANT

THIS DECLARATION made this 28th day of January,
19 80, by Frank E. & Bettyjean Jenkins,
hereinafter called the Grantor.

WITNESSETH

WHEREAS, Grantor is owner of:

All Lots in Blocks 1 thru 5 inclusive in proposed Wheatland Place Third
Addition, an addition in Sedgwick County, Kansas.

and

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

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

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

EXECUTED the day and year first above written.

Frank E. Jenkins
Frank E. Jenkins

Betty J. Jenkins
Bettyjean Jenkins

State of Kansas)
Sedgwick County) ss

Personally appeared before me a Notary Public in and for the
County and State aforesaid Frank E. and Bettyjean Jenkins

to me personally known to be the same person s who executed the
foregoing instrument of writing and said person s duly acknowledged
the execution thereof.

Dated at Wichita, Kansas, this 28th day of January,



Shirley A. Nickel
Notary Public

My Commission expires: April 20, 1980

8

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that Frank E. Jenkins and Betty J. Jenkins

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:


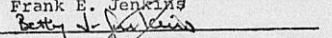
Wheatland Place Third Addition, Sedgwick County, Kansas

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^s have signed these presents the day and year first written.


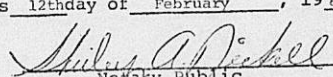

Frank E. Jenkins

Betty J. Jenkins

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid _____

Frank E. Jenkins and Betty J. Jenkins

to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

at Wichita, Kansas, this 12th day of February, 1980.


Notary Public

RESTRICTIVE COVENANT

Wheatland Place Third
RESTRICTIVE COVENANT AFFECTING _____ ADDITION

THIS DECLARATION made this 12th day of February, 1980 by
Frank E. + Betty J. Jenkins, hereinafter called the Grantor.
Jenkins, husband + wife

WITNESSETH

WHEREAS, Grantor is owner of Wheatland Place Third
Addition to Sedgwick County, Kansas, which property
is located near 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 wheatland Place 3rd
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 struc-
ture, 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.

Frank E. Jenkins
Frank E. Jenkins
Betty J. Jenkins
Betty J. Jenkins

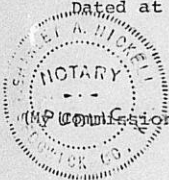
STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the
County and State aforesaid _____

Frank E. Jenkins and Betty J. Jenkins

to me personally known to be the same persons _____ who executed the
foregoing instrument of writing and said persons _____ duly acknowledged
the execution thereof.

Dated at Wichita, Kansas, this 12th day of February, 1980.



Michael A. Dickel
Notary Public

(My Commission expires April 20, 1980)

CERTIFICATE

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

I, Frank E. Jenkins, owner of
(give name of proposed plat, if appropriate) _____
Wheatland Place Third Addition, Sedgwick County, Kansas

do hereby certify that petitions for the following improvements
have been submitted to the Board of Commissioners of ~~THE CITY OF~~
~~WICHITA, KANSAS~~ Sedgwick County, Kansas:

1. Street Improvements
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

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

Signed this 20th day of February, 19 80.

Frank E. Jenkins

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

Be it remembered that on this 20th day of February,
19 80, before me, a notary public in and for said County and State,
came Frank E. Jenkins, 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.

Shirley A. Hickey
Notary Public

MY Commission Expires: _____

CERTIFICATE

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

I, Frank E. Jenkins, owner of
(give name of proposed plat, if appropriate) _____
Wheatland Place Third Addition, Sedgwick County, Kansas

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

1. Water Distribution Lines
2. Sanitary Sewers-Laterals
3. Sanitary Sewers- Main
- 4.
- 5.
- 6.
- 7.

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

Signed this 20 th day of February, 1980.

Frank E. Jenkins
Frank E. Jenkins

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

Be it remembered that on this 20th day of February,
1980, before me, a notary public in and for said County and State,
came Frank E. Jenkins, 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.

Shirley A. Hickel
Notary Public

My Commission Expires:
8-20-80

11-1980

received by they Dresie 2-5-80

LAW OFFICES OF
DRESIE, JORGENSEN, WOOD & EUSON, P.A.
433 N. Broadway
Wichita, Kansas 67202
316/267-8324

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE APPLICATION OF)
FRANK E. JENKINS, BETTYJEAN JENKINS,)
JAMES B. FISHER AND WINIFRED ROYAL)
FISHER FOR THE IMPROVEMENT OF STREETS)
WITHIN A PLATTED AREA OF SEDGWICK)
COUNTY, KANSAS, KNOWN AS WHEATLAND)
PLACE THIRD ADDITION.)

Pursuant to K.S.A. 68-728 Et. Seq.,
As Amended

RESOLUTION

On this 16 day of January, 1980, the petition
of Frank E. Jenkins, et al, for the construction of curbing,
guttering, grading, paving, macadamizing and drainage of the
streets, roads and avenues within the following described land
is considered by the Board, which finds as follows:

1. Petitioners are the owners of One Hundred Percent (100%)
of the lots fronting on the streets, roads and avenues within the
following described land:

NE 1/4 of the SE 1/4 of Section 10, T28S, R1W
of the 6th P.M., Sedgwick County, Kansas, now
being platted as Wheatland Place Third Addition,
Sedgwick County, Kansas, such plat having been
approved by the Wichita Sedgwick County Metro-
politan Area Planning Commission.

2. The above-described land is within Sedgwick County, Kansas
and outside the limits of any incorporated city.

3. That it is necessary to provide for the curbing, guttering,
grading, paving, macadamizing and incidental drainage of the streets within the
above-described land.

11-1980

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, on this 16 day of January, 1980:

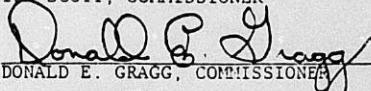
1. That construction of curbing, guttering, grading, and paving or macadamizing, including drainage, is necessary for all of the streets, roads and avenues which are within the above-described platted land in Sedgwick County, Kansas;
2. That Kenneth O. Taylor, P.A., a firm of Registered Professional Engineers, be employed to plan and superintend the construction of street improvements for the above-described platted area in Sedgwick County, Kansas, consisting of paving, curbing, guttering and incidental drainage, and determine the cost of such construction and such plans and specifications to be approved by the County Commissioners;
3. The compensation, or fee, of the engineers shall be conditioned upon and contingent upon such work being actually done and that the cost of such preliminary survey and other work shall be and become a part of the completed project, as shall all other engineering work and services performed in connection therewith by said Kenneth O. Taylor, P.A., a firm of Registered Professional Engineers, and that as such construction is performed, upon completion thereof, the said engineer shall be paid from a part of the special assessments levied to pay for such construction in conformity with K.S.A. 68-728 Et. Seq.;
4. That this resolution be published for three (3) consecutive weeks in the official newspaper of the County; and if the owners of more than one-half of the property liable to taxation for said work shall not within twenty (20) days from the date of such last publication, file with the County Clerk of Sedgwick County, Kansas, their protest against such improvements, that the

Board of County Commissioners shall, thereupon, cause such streets, roads and avenues to be improved, constructed or built as aforesaid, and to contract therefor and to levy taxes as provided by law, and now, therefore, all owners of said property liable for taxation therefor take notice hereof.

BY THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS



TOM SCOTT, COMMISSIONER




DONALD E. GRAGG, COMMISSIONER



EVERETT PATRICK, COMMISSIONER

ATTEST:



DOROTHY K. WHITE
COUNTY CLERK
SEDGWICK, COUNTY, KANSAS



SEDGWICK COUNTY COURTHOUSE

COUNTY OF SEDGWICK
DEPARTMENT OF PUBLIC WORKS

1818 STILLWELL
WICHITA, KANSAS 67213

PHONE 268-7901

JOE D. FREEMAN, P.E.
ACTING COUNTY ENGINEER

TO: Dorothy K. White, County Clerk
ATTN: Dorothy Peil, Deputy

FORM: Phillip Dietrich *RD.*

DATE: March 7, 1980

SUBJECT: Performance Bond for Sidewalk Construction -
Wheatland Place, Third Addition

RECEIVED

MAR 11 1980

METROPOLITAN PLANNING

ROUTE *Louise*

On February 11, a performance bond No. 8083-05-18 in the amount of Five Thousand Dollars (\$5,000) was submitted guaranteeing sidewalk construction for above referenced addition which was not an adequate amount.

Therefore, enclosed please find a rider increasing the original amount of Five Thousand Dollars (\$5,000) to a revised amount of Twenty-Two Thousand Dollars (\$22,000).

Please retain this rider along with the original performance bond until you receive written notice from this office that the work has been completed.

cc: Louise Olivarez, M.A.P.D.
C. Graig Robinson, Assistant County Counselor

Enclosure

CHUBB & SON INC.

Manager
90 John Street, New York, N.Y. 10038

FEDERAL INSURANCE COMPANY

RIDER to be attached to and form a part of
Bond No. 8083-05-18 wherein FEDERAL
INSURANCE COMPANY is named as Surety,
on behalf of Frank E. Jenkins and
Betty J. Jenkins
as Principal, in favor of
Sedgwick County, Kansas
in the sum of Five Thousand Dollars
dated 2/11/80 effective 2/11/80

IT IS HEREBY UNDERSTOOD AND AGREED that effective the day of March 6th, 1980
the penalty of this bond is increased
from Five Thousand and no/100 (5,000.00)
to Twenty-Two Thousand and no/100 (22,000.00)
as to losses occurring after the 6th day of March, 1980

Provided, however, that the liability of the Principal and Surety hereon shall not be cumulative or in any event exceed the larger amount referred to herein.

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

Signed, sealed and dated this 6th day of March, 19 80

By Frank E. Jenkins
(Principal)

By: Betty J. Jenkins
(Principal)

FEDERAL INSURANCE COMPANY

By: Frank Y. Dickehut
Frank Y. Dickehut, Attorney-in-Fact

ACCEPTED

By: _____
(Obligee)

Certified Copy of

POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 100 William Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint **Max L. Staley, R. F. Page, Milton L. Mueller, Shirley Ann Hadley, Frank Y. Dickhut, Norman Sharp, Judson E. Terry, Jr., Norman C. Halvorson and Paula M. Miller of Wichita, Kansas**-----

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Fiduciary Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or undertaking does not exceed the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00).
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 79

FEDERAL INSURANCE COMPANY
By

George McClellan
Assistant Vice-President

Richard D. O'Connor
Assistant Secretary



STATE OF NEW JERSEY ss.
County of Essex

On this 1st day of January 19 79 before me personally came Richard D. O'Connor, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the Corporation described in and which executed the foregoing Power of Attorney and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with George McClellan and knows him to be Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me
on the date above written.



Notary Public

PATRICIA RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 11, 19 83

Form 21-10 228 (Ed. 2 78)(G)

MICROFILMED
FROM THE BEST
AVAILABLE COPY

H-7838 (2-00)

SHORT HILLS, N.J.

County of Essex

} 89.

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended May 27, 1971 and that this By-Law is in full force and effect.

ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations.

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island, and is also duly licensed to become sole surety on bonds, undertakings, etc. permitted or required by law.

Given under my hand and the seal of said Company at Short Hills, N.J., this 6th day of March, 19 80.

J. Gilmore
Assistant Secretary

MICROFILMED
FROM THE BEST
AVAILABLE COPY



CHUBB & SON INC.

Manager

51 John F. Kennedy Parkway, Short Hills, New Jersey 07078

FEDERAL INSURANCE COMPANY

PERFORMANCE BOND

Bond No. 8083-05-18

Amount \$ 5,000.00

Know all Men by these Presents,

That we, **FRANK E. JENKINS and BETTY J. JENKINS**
Wichita, Kansas

(hereinafter called the "Principal"),
as Principal, and the FEDERAL INSURANCE COMPANY, of Short Hills, New Jersey, a corporation duly
organized under the laws of the State of New Jersey, (hereinafter called the "Surety"), as Surety, are held and
firmly bound unto **SEDGWICK COUNTY, KANSAS**

in the sum of Five Thousand and no/100 ^{see rider} ^{the amount} ^{is \$2,000} Dollars
(\$5,000.00), for the payment of which sum well and truly to be made, we, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly
by these presents.

Sealed with our seals and dated this 11th day of February,
A. D. nineteen hundred and eighty.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with
the Oblige, dated November 16, 1979 for construction of Sidewalks on both sides
of 35th Street South in connection with the final plat of Wheatland Place Third Addition

in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof
as if fully set forth herein;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall
well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set
forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract
specified, or shall pay over, make good and reimburse to the above named Oblige, all loss and damage which said
Oblige may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be
null and void; otherwise shall remain in full force and effect.

expiration date?

Frank E. Jenkins
Principal
Betty J. Jenkins
Principal
xBy _____

FEDERAL INSURANCE COMPANY

By Frank Y. Dickehut
Frank Y. Dickehut,
Attorney-in-Fact
xAtty _____

MARD received 3-5-80



MAR 4 1980

NO. 4 80236
BETTE F. McCART
RECORDS OF DEEDS

ARKANSAS LOUISIANA GAS COMPANY

FILM 409 PAGE 1558

PARTIAL RELEASE OF PIPELINE RIGHT OF WAY

MICROFILMED
OF RECORD

Louise

Sat Keller

KNOW ALL MEN BY THESE PRESENTS:

That ARKANSAS LOUISIANA GAS COMPANY, a Delaware corporation, to be addressed at Post Office Box 21734, Shreveport, Louisiana, 71151, does hereby release and relinquish the rights held by it under and by virtue of the following right of way agreement, namely:

R/W #24892: That certain Right of Way agreement executed August 13, 1965, by Winifred Royal Fisher and James B. Fisher, her husband, to Arkansas Louisiana Gas Company covering right of way over and through lands located in the Southeast Quarter (SE $\frac{1}{4}$) of Section 10, Township 28 South, Range 1 WEST, Sedgwick County, Kansas, which right of way is duly recorded in Misc. Book 563, Page 386, of the Records of Sedgwick County, Kansas.

INSOFAR AND ONLY INSOFAR as said right of way affects and pertains to the following described property:

Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$), Section 10, Township 28 South, Range 1 West, WHEATLAND PLACE THIRD ADDITION, Sedgwick County, Kansas.

Except as expressly released herein the rights of Arkansas Louisiana Gas Company under said Right of Way are expressly reserved unto it, and unto its successors and assigns.

IN WITNESS WHEREOF, this instrument has been executed on this 11th day of February, 1980.

[Signature]
HARRY A. [unclear], Assist. Secretary

ARKANSAS LOUISIANA GAS COMPANY
By: *[Signature]*
G.V. Jones, Jr., Vice President

MICROFILMED
FROM THE BEST
AVAILABLE COPY

STATE OF LOUISIANA X
PARISH OF CADDO X

On this 11th day of February 1980, before me, a Notary Public in and for said Parish and State, personally appeared G. V. JONES, JR., to me known to be the identical person who signed the name of ARKANSAS LOUISIANA GAS COMPANY to the within and foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL the day and year last above written

My Commission
is Permanent

[Signature]
NOTARY PUBLIC
JACK EARL RALES
Notary Public
Caddo Parish, Louisiana
MY COMMISSION IS PERMANENT

Partial Release
R/W 24892

501

201542 South 2nd Avenue 67211

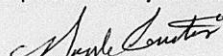
ARKLA
GAS  **ARKANSAS LOUISIANA GAS COMPANY**

202 W First
Wichita, Ks 67202
February 7, 1980

Mr. Kenneth Taylor
1542 S St. Francis
Wichita, Ks 67211

Dear Mr. Taylor:

In reference to NE of SE of Section 10-28-1W Sedgwick County
we have no pipeline through this parcel nor any connections or
pipeline crossings.


Hoyle Curtis

HC:vs

received 2-13-80

PARTIAL RELEASE OF
RIGHT OF WAY AGREEMENT

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Film 405
P 920

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, On February 23, 1956, Viola Royal executed in favor of Cities Service Gas Company, a Right-of-Way Agreement covering the following described land in Sedgwick County, Kansas, to-wit:

The Southeast Quarter of Section 10, Township
28 South, Range 1 West,

said Right-of-Way Agreement having been recorded in Book Miscellaneous 364 at Page 285 of the records of Sedgwick County, Kansas;

WHEREAS, Cities Service Gas Company, a Delaware Corporation, assigned all of its right, title and interest in and to that certain Right-of-Way Agreement hereinabove described unto Kansas Gas Supply Corporation, hereinafter referred to as "Company" a Delaware corporation, by that certain assignment dated April 23, 1963, duly recorded in Book 521 at Page 29;

WHEREAS, Company has been requested by Frank Jenkins, Utility Contractor, Inc., 659 North Market, Wichita, Kansas 67214 hereinafter referred to as "Owners" to define and partially release its Right-of-Way Agreement and Company has agreed.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, Company does hereby release all of its right, title and interest in and to the above described Pipe Line Easement, excluding from said release, and reserving unto said Company, lands 50' either side of a center line of the existing pipe as laid and shown on the attached plat marked Exhibit "A" and made a part hereof. Except as modified herein, all other provisions and conditions contained in said Easement shall remain in full force and effect.

1. Owner, for itself, its successors and assigns, agrees that during the existence and continuance of the contract as modified herein, they and each of them are hereby prohibited, enjoined and restrained from:

Frank E. Jenkins
P. O. Box 2079

67201

200

PARTIAL RELEASE OF
RIGHT OF WAY AGREEMENT

STATE OF KANSAS)
COUNTY OF SEDGWICK)

Film 405
P 920

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28 South, Range 1 West,

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1. Owner, for itself, its successors and assigns, agrees that during the existence and continuance of the contract as modified herein, they and each of them are hereby prohibited, enjoined and restrained from:

Frank E. Jenkins
P. O. Box 2079 67201

a) erecting over or on said Retained Strip any building, improvements or structures whatsoever, except, without limiting the generality of the foregoing, streets as provided for in Paragraph 4 hereof;

b) removing or adding soil over said Retained Strip so that the Pipeline shall not at any time have less covering than now exists or more than 5 feet of covering measured from the top of the pipe; and,

c) constructing, allowing or permitting any water line, telephone line, electric line, sewer line, drainage line, or any other utility lines whatsoever, to be constructed closer than 12 feet on either side of said pipeline except that such utility lines may cross said Pipe line at approximate right angles provided such lines are installed leaving a minimum clearance of 18 inches between such utility lines and said pipeline; and,

d) parking or placing of any object or thing whatsoever, upon any part of said Retained Strip.

2. Notwithstanding the provisions of Paragraph 1 (a) hereinabove, Owner, its successors and assigns, agree that the building line on said Owner's Tract for permanent installation shall not be less than 100 feet from the center of the pipeline.

3. a) In the event Owner, its successors or assigns, violate any of the provisions of Paragraph 1 hereinabove, then Company, after giving five days' notice in writing to the Owners thereof, may remove any such structure or object at the expense of such Owners. Company, its successors and assigns, shall not be liable for any damage on account of the removal of such thing; provided, however, when in Company's opinion, an emergency in the operation, maintenance or replacement of its said Pipeline or any part thereof requires prompt action, Company shall have the right to remove such thing without notice to the Owners thereof and without liability for so doing.

b) Failure of Company to give notice as provided above or to remove any such structure or object shall in no way affect or impair the right of Company to give notice and remove such thing, nor shall any acquiescence by Company in the existence of

any such thing in violation of the provisions of Paragraph 1 hereinabove constitute a waiver or relinquishment of Company's right at any time thereafter to give such notice and remove such thing.

4. Owner, agreeing that it is necessary to enclose a gas pipeline in casing where such pipeline is crossed by hard surface streets, shall have the right to locate streets on or across said Pipeline and said Retained Strip subject to the following provisions of this Paragraph 4.

OWNER AGREES:

a) That no hard surface street shall cross over unencased pipeline, no street crossing on or over said Pipeline or said Retained Strip shall exceed 50 feet in width; and all streets shall cross said Pipeline and said Retained Strip at approximately right angles; and,

b) To construct streets only at locations agreed to and approved in advance by Company; and,

c) To give Company written notice thirty days prior to the commencement of the construction of any street; and,

d) To pay Company its estimated cost of encasing its said pipeline at such crossing prior to the commencement of said Pipeline encasing and prior to the commencement of such street construction.

COMPANY AGREES:

a) Within a reasonable time after receipt of such notice to submit an estimate of the cost of encasing its said Pipeline at the crossing to Owner; and,

b) After receipt of such payment from Owner, to commence encasing its said Pipeline at the crossing within a reasonable time; and,

c) To furnish the labor and materials necessary to perform encasing at the crossing and to complete same with due diligence in a workmanlike manner; and,

d) To refund to Owner, the excess, if any, of their payment over and above Company's actual cost of doing such work.

THIS AGREEMENT and all of its provisions shall be deemed covenants running with the land and shall be binding upon the parties hereto and their respective voluntary and involuntary successors and assigns.

In Witness Whereof, Company has hereunto subscribed its name this 22 day of January, 1980.

KANSAS GAS SUPPLY CORPORATION

ATTEST:

H. E. Bockelken
H. E. Bockelken
SECRETARY

J. E. Beavers
J. E. Beavers
Vice-President

STATE OF OKLAHOMA)

COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 22nd day of January, 1980, by J. E. Beavers, Vice President of Kansas Gas Supply Corporation a Delaware corporation, on behalf of the corporation.

My Commission Expires:

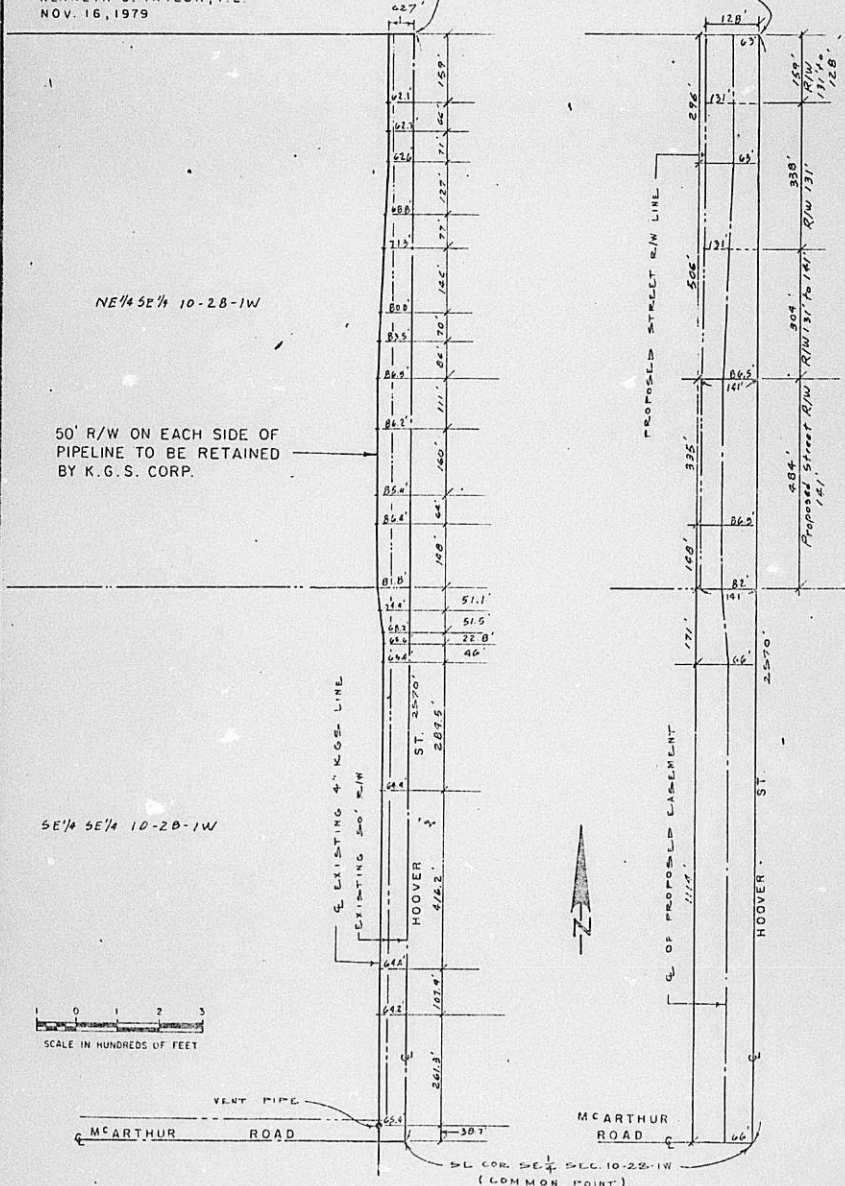
JUL 25 1980

Luella M. Schultz
Luella M. Schultz Notary Public

LOCATION OF KANSAS GAS SUPPLY LINE IN THE SE 1/4
OF SECTION 10, T28S, R1W, SEDGWICK COUNTY, KANSAS.

PREPARED BY:
KENNETH O. TAYLOR, P.E.
NOV. 16, 1979

NE COR. SE 1/4 SEC 10-28-1W
(COMMON POINT)



LOCATION OF EXISTING 4" KANSAS GAS SUPPLY LINE

LOCATION OF THE CL OF PROPOSED EASEMENT

NO.	REVISION	REF. DRAWINGS

KANSAS GAS SUPPLY CORP

SCALE As Shown		DATE	GENERAL ENGINEERING DEPARTMENT		TULSA, OKLAHOMA
DRAWN P E T		12-11-79	TITLE		JOB NO.
INITIAL CK.			RIGHT OF WAY ACROSS THE SE 1/4 SEC 10, T28S, R1W, SEDGWICK CO, KANSAS		REV. NO.
FINAL CK.					
ENGINEER					DRAWING NO.

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS. 67203

TAX RECEIPT

**THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:
1. INFORMATION ON ITEMS TAXED**

VALUATION		MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID	
1,320		68.271	90.12		90.12	90.12	
1.98	22.73	11.06	50.40	2.23	1.07	.65	
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES

TAXED ITEMS

1979 REAL ESTATE
1/2 NE1/4 SE1/4

SEC 10-28-1m

~~RECEIPT VALIDATION #676 DIR C300 C141818 3M 12-28-79 90.12 .00~~

wh III

602589
79-0-mA - -00075-0001- 2703
JENKINS, FRANK E.
1501 MCGURON CT
WICHITA KS 67203

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS. 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW
1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
9,240	68.271	630.82	657.08	1,287.90	1,287.90			
13.86	159.14	77.45	352.76	15.61	7.48	4.52		
STATE	COUNTY	COUNTY DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

SE1/4 EXC E1/2 NE1/4

TAXED ITEMS 10-28-1W

2. RECEIPT VALIDATION 3026 GHS C303 C106400 3K 12-13-79 1,287.90 .00

BALANCE DUE: .00

79 0 WA 00075 2703
FISHER, WINIFRED R.
141 S OLD MANOR
WICHITA KS 67218

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.

John M. Bell
Authorized Signatory



received 12-11-79

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

283726

November 29, 1979 @ 7:00 A. M.

1. Owners Policy to be issued:

ALTA Form B - 1970
(Amended 10-17-70)

Amount: for platting

Proposed Insured:

Metropolitan Area Planning Department

Loan Policy to be issued:

ALTA Form 1970
(Amended 10-17-70)

Amount:

Proposed Insured:

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

Frank E. Jenkins; as to the East Half of the Northeast Quarter of the Southeast Quarter of Section 10

Winifred Royal Fisher; as to the West Half of the Northeast Quarter of the Southeast Quarter of Section 10

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

The Northeast Quarter of the Southeast Quarter of Section 10, Township 28 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas.

*see copy of
general warranty
deed recorded
1-23-80*

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 1979 Taxes \$1,287.90 Not Paid. Key #WA-75.
~~SE $\frac{1}{2}$ exc. E $\frac{1}{2}$ NE $\frac{1}{2}$, Sec. 10, T28S, R1W~~
Year 1979 Taxes \$90.12 Not Paid. Key #WA-75-1.
~~(E $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$, Sec. 10, T28S, R1W)~~
9. Roadway easement over the East 50 feet of subject property as established in Book Misc. 354, Page 511.
10. Right-of-Way to Cities Service Gas Company, for construction and maintenance of pipe lines through the Southeast Quarter of Section 10, Township 28 South, Range 1 West, as granted in instrument filed March 1, 1956, in Book Misc. 364, Page 285. Said easement assigned to Kansas Gas Supply Corporation by assignment filed in Book Misc. 521, Page 26. *see partial release*
11. Right-of-Way to Arkansas Louisiana Gas Company, for construction and maintenance of pipe lines, over and through the Southeast Quarter of Section 10, Township 28 South, Range 1 West, as granted by instrument filed August 30, 1965, in Book Misc. 563, Page 386. *see letter from Arka and release records 2-7-80*
12. Easement to City of Wichita, for construction and maintenance of pipe lines and appurtenances across a strip of land 25 feet in width parallel and adjacent to the Hoover Road right of way, located in the Southeast Quarter of Section 10, Township 28 South, Range 1 West, as granted by instrument filed December 2, 1975, on Film 168, Page 513. *see copy of permit attached*
13. 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 water, notice of which is given by Resolution filed on Film 210, Page 627.

see tax receipts

copies attached

film 405 p 920

THIS INDENTURE, Made this 22nd day of May A.D., 1979,
between WINIFRED ROYAL FISHER and JAMES B. FISHER,
her husband

of Sedgwick County, in the State of Kansas of the first part, and

FRANK E. JENKINS

of Sedgwick County, in the State of Kansas of second part

MICROFILMED
OF RECORD

This space reserved for
REGISTER OF DEEDS
STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
JAN 23 1980
NO. 4 15760
BETTE F. MCCART
REGISTER OF DEEDS

WITNESSETH, That said part ies of the first part, in consideration of the sum of One Dollar
(\$1.00) and other good and valuable consideration-----¹⁰⁰-----DOLLARS
the receipt of which is hereby acknowledged, do _____ by these presents, Grant, Bargain, Sell, and convey
unto said part y of the second part, his heirs and assigns, all the following-described real estate,
situated in Sedgwick County and State of Kansas, to wit:

The West Half of the Northeast Quarter of
the Southeast Quarter of Section 10,
Township 28 South, Range 1 West of the
6th P.M., Sedgwick County, Kansas

ENTERED ON
TRANSFER RECORD
JAN 23 1980
DOROTHY K. WHITE
COUNTY CLERK

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining, forever.

And said Winifred Royal Fisher and James B. Fisher

for themselves, their heirs, executors or administrators, do _____ hereby covenant,
promise and agree, to and with said part y of the second part, that at the delivery of these presents

they are lawfully seized in their own right, of an absolute and indefeasible
estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with
the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and
other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or
kind soever, except easements, rights-of-way, airport and county zoning, and rights
of the tenant in possession.

and that they will warrant and forever defend the same unto said part y
of the second part, his heirs and assigns, against said part ies of the first part, their
heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said part ies of the first part have hereunto set their hands, the day
and year first above written.

Winifred Royal Fisher
James B. Fisher

STATE OF KANSAS, SEDGWICK COUNTY, ss.

BE IT REMEMBERED, That on this 22nd day of May, 1979, before me, the
undersigned, a Notary Public in and for the County and State aforesaid, came
WINIFRED ROYAL FISHER and JAMES B. FISHER, her husband

who are personally known to me to be the same person s who executed the
foregoing instrument of writing, and duly acknowledged the execution of the same.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal on the day and year last above written.

MARLIN K. PENNER
NOTARY PUBLIC
SEDGWICK COUNTY, KANSAS
MY APPT. EXP. _____

My commission expires Sept. 19, 1979. Marlin K. Penner
Notary Public.

1566 Elizabeth Penner 6-7-80

Frank E. Jenkins
PO Box 2079 67201

2-1-80

RETURN
CITIES SERVICE GAS CO.
LAND AND LEASE DEPT.
FIRST NATIONAL BUILDING
OKLAHOMA CITY 1, OKLA.

State of Kansas }
 Sedgwick County } st. OKLAHOMA-KANSAS FORM

Before me, a Notary Public in and for said County and State, on this 23 day of February
19 56, personally appeared J. V. Newby and Myrtle Newby

and
to me personally known to be the identical and same person or persons who executed the within and foregoing instrument
and duly acknowledged to me that they executed same as their free and voluntary act and deed for the
uses and purposes therein set forth.

My commission expires August 24, 1959
Bette Mock Notary Public

As part consideration hereof, Grantee agrees, upon Grantor's written request therefor,
to make a tap upon its gas pipe line constructed hereunder at a point nearest the
principal dwelling house now on said land, and sell, or cause to be sold, to Grantor
at said connection natural gas for domestic purposes in the principal dwelling house
now on said land under and subject to such Seller's rules and regulations now and from
time to time hereafter governing such sales, at the price from time to time charged
domestic consumers of natural gas from this or seller's pipe line and continue to so
sell or cause to be sold, such gas as long as Grantee transports gas through said pipe
line, all subject to governmental restrictions upon the sale, delivery and use of
natural gas.
Further, as part consideration hereof, Grantee agrees upon Grantor's written request
therefor, to make a tap upon its gas pipe line constructed hereunder at a point nearest
the irrigation well located in S¹ NE⁴ Sec. 10, above described, and sell or cause to be
sold to Grantor at the outlet of Grantee's meter at said tap natural gas for use in
operating water pumping equipment as said irrigation wells to irrigate lands above
described under and subject to such Seller's rules and regulations now and from time
to time hereafter governing like sale at the price from time to time charged like con-
sumers of natural gas from this or Seller's pipe line and continue to so sell or cause
to be sold such gas as long as Grantee transports gas through said pipe line, all sub-
ject to governmental restrictions upon the sale, delivery and use of natural gas.

(SEAL) Notary Public

STATE OF MISSOURI, }
County of _____ }
On this _____ day of _____, 19 _____ before me, the undersigned,
a Notary Public in and for the County and State aforesaid, personally appeared _____
and _____ to me known to be the person _____ described in and who executed
the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed.

My commission expires _____ Notary Public.

6289

STATE OF KANSAS (SS. This is to certify
SEDGWICK COUNTY that this instrument was filed for record on the
day of MARCH - 1956 A. D.
at 3:30 o'clock PM, and duly
recorded in book 273 page 283
By W. R. [Signature] DEPUTY
Notary Public.

Cities Service Gas Co
121 North 1st
OKLA. CITY

C-8799
158th Ave

25060

LL 44

For and in consideration of the sum of One dollar and other consideration

namely; One Hundred Fifty Nine and No/100 - - - - - Dollars (\$ 159.00)

to us in hand paid, receipt of which is hereby acknowledged Viola Royal

do hereby grant, convey and warrant to Cities Service Gas Company

its successors and assigns, a Right-of-Way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipe line, and (subject to the payments hereinafter provided) additional pipe lines, for the transportation of gas, oil, petroleum, or any of its products, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, and also construct, reconstruct, maintain, repair and renew telephone, electric, gas, water, sewer, and other lines, and

through the following real estate in Sedgwick County, State of Kansas, to-wit: Sec. 10, Twp. 28S, Rg. 1W

And also from time to time additional such pipe lines, ~~and other lines~~ and appurtenances, together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. **TO HAVE AND TO HOLD** the same unto said Grantee, its successors and assigns, until said easement be exercised, and so long as any structure installed hereunder is used or remain thereon.

GRANTEE shall pay the same consideration as above expressed for each additional pipeline and its appurtenances installed; and shall also pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips and valves. If the amount of damages be not agreed upon, it shall be determined by three disinterested persons, one appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and their written determination of amount shall be final and conclusive. GRANTEE shall bury pipelines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

The grantors represent that the above described land is rented for the period beginning 19

19 on Basic (Cash or Crop)

Executed this 23 day of February, 19 56

Viola Royal
Viola Royal

See Register & Bill of Sale No. 22 Page 26
Refile M 546 p 368

W

W 21892

LD 114-OK

ARKANSAS LOUISIANA GAS COMPANY

FOR AND IN CONSIDERATION of the sum of Five and more Dollars,
to us in hand paid, receipt of which is hereby acknowledged, Winifred Royal Fisher and James B.

Fisher, her husband 656 Edgewater Road Wichita, Kansas

do hereby grant to the Arkansas Louisiana Gas Company, its successors, or assigns, the right of way to lay, maintain, alter, repair, operate and remove pipe lines for the transportation of oil or gas, or products of oil or gas, and erect, maintain and operate telegraph and telephone lines, and to construct Meter Houses and other Appurtenances if the same shall be found necessary on, over and through certain lands situated

in County of Sedgwick State of KANSAS described as follows:

The Southeast Quarter (SR1)

Section 10, Township 28 South, Range 1 West

Right-of-Way is to be left in a clean and orderly condition.

A gas tap for service will be permitted, when grantor is ready for service

with ingress and egress to and from the same. The said grantor S, heirs or assigns, to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said grantee, who hereby agrees to pay any damages which may arise to crops, timber and fences from laying, maintaining and operating said lines, said damage if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor S, heirs or assigns, one by said grantee, successors or assigns, and the third by the two so appointed as aforesaid, and the award of three such persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time the same consideration shall be paid for each line so laid as was paid for the first line laid.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals, this 13 Aug day of August A. D., 19 65

Winifred Royal Fisher (Seal)
Winifred Royal Fisher

James B. Fisher (Seal)
James B. Fisher

*F. Mit.
C-6510*

RECEIVED
AUG 16 1965
LAND DEPARTMENT

50
Arkansas Louisiana Gas Co.
P.O. Box 1734
Shreveport, La
at: 86, Cade, La

STATE OF KANSAS
SEDDWICK COUNTY
FILED FOR RECORD AT
AUG 30 1965

17522
RUFUS E. DEERING
REGISTRAR OF DEEDS
R. E. Deering

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
DEC 2 1975

NO 2 57294
BETTE F. McCART
REGISTER OF DEEDS

Pat. Rights

FORM 168

Project _____
Parcel No. S-H-12

EASEMENT
Pipe Lines and Appurtenances

WINIFRED ROYAL FISHER and JAMES B. FISHER, her husband, the undersigned, herein designated Grantor, owner of the herein-after described lands, for a valuable consideration to be paid by the Grantee within 30 days in the amount of one thousand eight hundred dollars (\$1,800.00), do hereby GRANT And CONVEY to the City of Wichita, Kansas, a municipal corporation, herein designated Grantee, a perpetual easement and right of way upon, through, under, over, and across the hereinafter described real property for the installation, construction, operation, maintenance, repair, replacement, and reconstruction of a gas pipeline, and all structures incidental thereto, together with the perpetual right to remove trees, bushes, undergrowth, flowers, and any other similar obstructions interfering with the use of said easement and right of way by Grantee, its successors or assigns and in addition thereto, to remove soil and other materials within said right of way and to use the same in such manner and at such location as said Grantee may deem proper, needful or necessary in the construction, reconstruction, and maintenance of said pipeline or structures incidental thereto.

TO HAVE AND TO HOLD said easement and right of way unto itself and unto its successors and assigns forever, together with the right to convey said easement, or any portion of said easement, to other public agencies.

The real property referred to herein and made subject to said easement and right of way be this grant is situated in the County of Sedgwick, State of Kansas, and is particularly described as follows:

A strip of land 25 feet in width, parallel and adjacent to the Hoover Road right of way, located in:

The Southeast Quarter (SE/4) of Section Ten (10), Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas.

7.76. #31297 #50

together with a construction easement over and across a strip of land 25 feet in width parallel and adjacent on the West of the permanent easement above described. The construction easement shall expire January 1, 1970.

The Grantor may use the surface of the above described real property in a manner that will not interfere with or be detrimental to the use of said easement and right of way by Grantee, its successors and assigns.

The Grantor hereby covenants and agrees for himself, his heirs successors and assigns, that there shall not be constructed or maintained within said easement and right of way any building or structure of any nature or kind that will interfere with the use of said easement and right of way by Grantee, its successors or assigns, or that will interfere with the ingress or egress along said easement by said Grantee, its successors or assigns.

The Grantee hereby covenants and agrees for itself, its successors and assigns, not to prevent the Grantor, his successors or assigns, from crossing over said real property and agrees that the Grantor, his heirs, successors and assigns may enjoy the continued use of the surface of said real property herein described, subject to the conditions above stated; and the Grantee hereby covenants and agrees that after the installation of any pipe line by it in any excavation made by it in the above described easement and right of way it will backfill any such excavation made by it so as to fill said excavation as nearly as practicable to the level of the surrounding ground, and will replace any oiled, asphalt or concrete surface with like material and will replace any fence removed by it.

(As used above, the term "grantor" shall include the plural as well as the singular number and the words "himself" and "his" shall include the feminine and neuter gender as the case may be.)

Grantee, by the acceptance of this easement agrees to pay to Grantor and any tenant of Grantor any and all damages caused by Grantee, its contractors, successors and assigns, to the land and to any growing crops thereon.

Grantee, by the acceptance of this easement agrees that any pipes or other appurtenances installed on said easement shall be not less than thirty-six inches below the surface of Grantor's land.

Executed this 26th day of September, 1975.

IN WITNESS WHEREOF: The said first parties have signed these presents the day and year first above written.

Winifred Royal Fisher
WINIFRED ROYAL FISHER

James E. Fisher
JAMES E. FISHER

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid, WINIFRED ROYAL FISHER and JAMES E. FISHER, her husband, to me personally known to be the same persons who executed the foregoing instrument of writing and said persons acknowledged the execution thereof.

DATED at Wichita, Kansas, this 26 day of September, 1975.



William T. Anderson
Notary Public
William T. Anderson

My Commission Expires: 9-16-78

November 30, 1979

Mr. K. O. Taylor
1542 S. St. Francis
Wichita, Ks. 67211

Re: S/D 79-19 - Revised final plat of Wheatland Place Third

Dear Mr. Taylor:

The Subdivision Committee reviewed the revised final plat of Wheatland Place Third Addition on November 29, 1979, and approved it subject to satisfactory resolution of what may be a potential problem, namely, whether or not the Kansas Gas easement and setback requirements will allow the installation of utilities within the proposed 20-foot utility easement being granted at the east edge of Blocks 1, 2 and 3. If installation of utilities are not allowed within this area, then more plat revisions will be necessary. Please provide us with a copy of the Kansas Gas easement and setback requirements.

K. G. and E. requested the following 10-foot easements:

- ✓Block 1 -- between Lots 2 and 3;
- ✓Block 2--between Lots 6 and 7, 8 and 9, 12 and 13, 14 and 15, 18 and 19;
- ✓Block 3--between Lots 1 and 2, 3 and 4, 5 and 6, 7 and 8, 10 and 11. The easement between Lots 11 and 12 may be deleted.

Several Committee members requested that the Kansas Gas building setback line be shown on the final plat tracing. I assured them that it was your intention to show this setback.

Additional platting requirements ~~and~~ outlined in our letters of November 16 and November 19, 1979, are still applicable. Please call if you have any questions.

Sincerely,

Louise Olivares
Senior Planner
LO:hh

K. O. Taylor
11-30-79
Page 2

cc: Frank Jenkins, 659 N. Market, 67214
Phil Dietrich, County Department of Public Works
Dean Sellers, Assistant City Engineer

11-20-79

K.O. Taylor called to say there is a blanket easement over entire property which is in process of being released but a 50 ft (?) easement adjacent to Hoover will be retained plus a 100-foot setback from the pipeline.

This will require the ~~replate~~ re-lotting of the lots adjacent to Hoover. (6 lots will be deleted).

Taylor will submit 15 revised copies for comments by the Utility Advisory Committee.

November 19, 1979

Kenneth O. Taylor
1542 S. St. Francis
Wichita, Ks. 67211

Re: S/D 79-19 - Final plat of Wheatland Place Third Addition

Dear Mr. Taylor:

At the regular meeting of the Metropolitan Area Planning Commission on Monday, November 19, 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 November 16, 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:

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.
12-11
3. Certification that all taxes due and payable for 1979 and prior years have been paid.

Please call if you have any questions.

Very truly yours,

Louise Olivarez
Senior Planner

LO:bh

cc: Frank Jenkins, 659 N. Market, 67214

November 16, 1979

Mr. Kenneth O. Taylor
1542 S. St. Francis
Wichita, Ks. 67211

re: S/D 79-19 - Final plat of Wheatland Place Third Addition

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, November 1, 1979, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. Approval of this plat shall be subject to approval of the applicant's request for "AA" zoning (SCZ-0443). *B.C.C. approved 11-21-79*
- City petitions* B. The applicant shall guarantee the extension of sanitary sewer and city water to serve all lots. *petition plus application for outside the city water service*
- County petitions* C. The applicant shall guarantee the paving of all interior streets. *resolution passed 1-16-80*
- County Board #32,000* D. In accordance with the recently adopted sidewalk ordinance, sidewalks are required on both sides of 35th Street South since it is being platted as a collector street. A guarantee for this sidewalk shall be submitted.
- County petition* E. The applicant shall guarantee any drainage improvements required by the platting of this property. These guarantees will include storm sewers and construction of the drainage ditch adjacent to Hoover Road. The ditch will need to be constructed not only adjacent to this plat but also adjacent to the industrial plat to the north. These drainage improvements may be guaranteed by petition, where possible, and by letter of credit if petitions are not appropriate. *included in street petitions*
- 2-13-80* F. The applicant shall submit an avigational easement covering subject property and a construction covenant assuring that adequate construction methods will be utilized to reduce noise hazards within any habitable structure. *K.O. TAYLOR SAID CRAIG ROBINSON (ALSO GREY DRESSIE AND JENKINS AND TAYLOR) CONFIRMED THAT THE PETITION INCLUDED ALL COSTS OF DR. CHANNEL INCLUDING THAT PART ADJACENT TO ECCO IND. PLAT.*

2-19-80 PHIL DIETRICH CONFIRMED THIS.

Mr. Kenneth O. Taylor
November 16, 1979
Page 2

*see
office
of Planning
Division, and
Letters*

G. The applicant shall obtain approval from the various pipeline companies to cross their pipelines with 35th Street and with Juno. Any expenses involved with lowering or encasing these pipelines will not be borne by the County or City, but must be worked out by the owner and the pipeline companies. Copies of the letters of approval from the pipeline companies shall be submitted to the Planning Department.

H. A 10' utility easement shall be indicated between Lots 2 & 3 in Block 1 and between Lots 11 & 12 in Block 3. The easement between Lots 12 & 13 in Block 3 may be deleted.

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 Monday, November 19, 1979, at 1:30 p.m. If you have any questions regarding this matter, please call.

Sincerely,

Louise Olivarez
Senior Planner

LO:bh

cc: Frank Jenkins, 659 N. Market, 67214
Phil Dietrich, Co. Dept. of Public Works
Dean Sellers, Assistant City Engineer

Final plat
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 79-19 Name Wheatland Place Third Addition
Date Application Rec'd. 9-24-79 Preliminary Approval 10-4-79
Scheduled S/D Meeting 11-15-79

DESCRIPTION

General Location 1/4 mile north of MacArthur Road on the west side
of Hoover

Owner Frank Jenkins
Surveyor/Engineer K. O. Taylor Phone 264-0341
Address 1542 S. St. Francis, 67211

- | | | | |
|--------------------------|-------------------|--|----------------------|
| 1. Gross Acreage of Plat | <u>39.2</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u> </u> R/W <u> </u> ft. | |
| Residential | <u>92</u> | b. <u>66</u> R/W <u>1196</u> ft. | |
| Commercial | <u> </u> | c. <u>64</u> R/W <u>4296</u> ft. | |
| Industrial | <u> </u> | d. <u> </u> R/W <u>1285</u> ft. | |
| Other | <u> </u> | e. <u> </u> R/W <u> </u> ft. | |
| Total Number of Lots | <u>92</u> | TOTAL | <u>6777</u> ft. |
| 3. Minimum Lot Frontage | <u>52</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>10,000</u> ft. | streets? | <u>yes</u> <u>no</u> |
| 5. Existing Zoning | <u>R-1 and R</u> | | |
| 6. Proposed Zoning | <u>AA</u> | | |
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) No (Yes-No)
12. City of Wichita : Three-Mile Area X

STAFF COMMENTS:

NOTE: An associated zone case (SCZ-0443) has been filed requesting "R" and "R-1" to "AA" County zoning.

- A. The applicant shall guarantee the extension of sanitary sewer and City water to serve all lots.
- B. The applicant shall guarantee the paving of all interior streets.
- C. In accordance with the recently adopted sidewalk ordinance, sidewalks are required on both sides of 35th Street South since it is being platted as a collector street. A guarantee for this sidewalk shall be submitted.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property. The City Engineer's representative shall be prepared to state what guarantees are needed.
- E. The applicant shall submit an avigational easement covering subject property and a construction covenant assuring that adequate construction methods will be utilized to reduce noise hazards within any habitable structure.
- F. The applicant shall obtain approval from the various pipeline companies to cross their pipelines with 35th Street and with Juno. Any expenses involved with lowering or encasing these pipelines will not be borne by the County or City, but must be worked out by the owner and the pipeline companies. Copies of the letters of approval from the pipeline companies shall be submitted to the Planning Department.
- T9-303^G Recording of the plat within 30 days after approval by the Board of City Commissioners.

10-4-79

DATE: _____

Westland Place Third Addition

PROPERTY NAME:

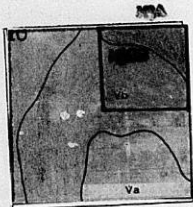
1/4 Mile North of MacArthur Rd. on the west side of Hoover.

LOCATION:

**K. O. Taylor
1542 S. St. Francis
Wichita, Kansas 67211**

PREPARED BY: **Larry L. Henry
District Conservationist
USDA-Soil Conservation Service
4100 Maple, Wichita, Kansas 67209
(316) 942-8422**

REQUESTED BY: **Wichita-Sedgwick County
Metropolitan Area Planning
Commission**



AS 1/4 10-28-79
Scale: 1/4 inch equals 1 mile

Special Situations

SOILS LEGEND

HYDROLOGIC

SYMBOLS

CLASS

SOIL

BRIEF DESCRIPTION

GROUP

N3A **I-2** **Farnum loam, 0 to 1 percent slope**

Deep, nearly level, moderately well drained and well drained soils on uplands. These soils have slow runoff and high available water capacity. Permeability is slow to moderate. Prime Agricultural Land.

B

N3B **IIIe-1** **Vancos silt loam, 1 to 3 percent slope**

Deep, gently sloping, well drained soils on terraces and uplands. These soils have medium runoff and high available water capacity. Permeability is moderate and moderately slow. Prime Agricultural Land.

B

WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING
COMMISSION
RECEIVED

SOIL INTERPRETATIONS

<u>SYMBOL</u>	<u>CLASS</u>	<u>SOIL</u>	<u>ITEMS</u>	<u>LIMITATIONS</u>	<u>REASON</u>
M3A	I-2	Farnum loam, 0 to 1 percent slope	Dwellings	Moderate	Low Strength Shrink-Swell
			Local Roads & Streets	Severe	Low Strength
			Small Commercial Buildings	Moderate	Low Strength Shrink-Swell
			Parks & Playgrounds	Moderate	Pores Slowly
M3B	IIS-10	Vancos silt loam, 1 to 3 percent slope	Dwellings	Moderate	Shrink-Swell
			Local Roads & Streets	Moderate	Low Strength Shrink-Swell
			Small Commercial Buildings	Moderate	Shrink-Swell Low Strength
			Parks & Playgrounds	Moderate	Slope

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. 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.
4. 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.
5. Stabilize each lot within 60 days after work starts on home or other building construction.
6. Backfill, compact, seed and mulch trenches within 60 days after they are opened.
7. 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.

If you have any questions or if we can be of additional assistance, don't hesitate to call on us.

October 8, 1979

Mr. K. O. Taylor
1542 S. St. Francis
Wichita, Ks. 67211

Re: S/D 79-19 - Preliminary plat of Wheatland Place Third Addition

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, October 4, 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:

- A. Approval of this plat shall be subject to approval of the applicant's request for "AA" county zoning.
- B. The applicant shall guarantee the extension of sanitary sewer and City water to serve all lots. This will require applications for "outside-the-City" service.
- C. The applicant shall guarantee the paving of all streets.
- D. Sidewalks will be required in accordance with the sidewalk policy in effect when this plat is scheduled before the Board of City Commissioners.
- E. Written approval of the applicant's drainage plan shall be submitted to the Planning Department before the final plat can be scheduled for Subdivision Committee review. A copy of the approved drainage plan shall be provided to County Public Works. Drainage plan approval will require completion of the drainage ditch adjacent to Ecco Industrial Addition and guarantee for construction of the ditch adjacent to this plat.
- F. The applicant shall submit an avigational easement covering subject property and a construction covenant assuring that adequate construction methods will be utilized to reduce noise hazards within any habitable structure.

Handwritten note: *Handwritten note: check with [unclear] 10-7-79*

K. O. Taylor
October 8, 1979
Page 2

- G. The applicant shall submit a covenant containing provisions for four off-street parking spaces for each dwelling unit which adjoins a 58-foot street and a statement that parking will be permitted on only one side of each 58-foot street. The City Engineer recommends that the short cul-de-sac street be increased to 64 feet in width.
- H. City Public Works recommends that Boyd be changed to Eisenhower and 37th Street be changed to Juno.
- I. Additional utility easements as requested by K.G. and E. shall be shown on the final plat.
- J. The applicant shall obtain approval from the various pipeline companies to cross their pipelines with 35th Street and with Juno. Any expense involved with lowering or encasing these pipelines will not be borne by the County or City, but must be worked out by the owner and the pipeline companies.
- K. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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
Senior Planner

LO:bh

Encl.

cc: Frank Jenkins, 659 N. Weaver, ^{marked 6-7-79} 67214
Phil Dietrich, Co. Dept. of Public Wks.
Dean Sellers, Assistant City Engineer

Preliminary plat
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 79-19 Name Wheatland Place Third Addition
Date Application Rec'd. 9-24-79 Preliminary Approval
Scheduled S/D Meeting 10-4-79

DESCRIPTION

General Location 1/4 mile north of MacArthur Rd. on the west side of Hoover

Owner Frank Jenkins
Surveyor/Engineer K. O. Taylor
Address 1542 S. St. Francis, 67211 Phone 264-0341

- | | |
|---|---|
| 1. Gross Acreage of Plat <u>39.2</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>58</u> R/W <u>3150</u> ft. |
| Residential <u>92</u> | b. <u>66</u> R/W <u>1156</u> <u>1196</u> ft. |
| Commercial _____ | c. <u>64</u> R/W <u>1146</u> <u>4246</u> ft. |
| Industrial _____ | d. <u>35 1/2</u> R/W <u>1285</u> ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>92</u> | TOTAL <u>67376777</u> ft. |
| 3. Minimum Lot Frontage <u>52</u> ft. | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>no</u> |
| 4. Minimum Lot Area <u>10,000</u> ft. | |
| 5. Existing Zoning <u>R-1 and R</u> | |
| 6. Proposed Zoning <u>AA</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>No</u> (Yes-No) | |
| 12. City of Wichita _____: Three-Mile Area <u>X</u> | |

STAFF COMMENTS:

- Note: This property is presently zoned "R-1" and "R". In order to plat lots with the proposed square footage, a request for "AA" County zoning will be required.
- A. The applicant shall guarantee the extension of sanitary sewer and City water to serve all lots.
 - B. The applicant shall guarantee the paving of all streets.
 - C. Sidewalks will be required in accordance with the sidewalk policy in effect when this plat is scheduled before the Board of City Commissioners.
 - D. The applicant shall submit a drainage plan to the City Engineer's office for review and approval. Written approval of the drainage plan shall be submitted to the Planning Department before the final plat can be scheduled for Subdivision Committee review. A copy of the drainage plan shall be provided to County Public Works.
 - E. The applicant shall submit an avigational easement covering subject property and a construction covenant assuring that adequate construction methods will be utilized to reduce noise hazards within any habitable structure.
 - F. The applicant shall submit a covenant containing provisions for four off-street parking spaces for each dwelling unit which adjoins a 58-foot street and a statement that parking will be permitted on only one side of each 58-foot street.
 - G. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

FORM 2021

PAYMENT NOTICE
City of Wichita

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

DESCRIPTION	AMOUNT
-------------	--------

NAME _____

ADDRESS _____

FUND _____	DUE DATE _____
------------	----------------

COMMENTS _____

DATE _____	BY _____
------------	----------

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

S/D No. _____

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Wheatland Place Third Addition
General Location: W. Side Hoover between 37th St. South & Calvert 1/2 mile north of MacArthur Rd. on the west side of Hoover
Name of Property Owner: Frank Jenkins
Address: 659 No. Market Zip Code: 67214 Phone: 265-9506
Name of Subdivider: _____ Zip Code: _____ Phone: _____
Address: _____ Zip Code: _____ Phone: _____
Name of Engineer/Surveyor: R. O. Taylor
Address: 1542 S. St. Francis Zip Code: 67211 Phone: 264-0341
Date of Application: 9-24-79

SUBDIVISION INFORMATION:

- Gross Acreage of Plat 39.2
- Number of Lots:
 - Residential 92
 - Commercial _____
 - Industrial _____
 - Other _____Total Number of Lots 92
- Minimum Lot Frontage 52 ft.
- Minimum Lot Area 10,000
- Existing Zoning R-1 + R
- Proposed Zoning A-A
- Is a public water supply available? Yes No, Name City of Wichita
- Is a sanitary sewer available? Yes No, Name City of Wichita
- Has Health Department approval been obtained (where applicable) Yes No
- City of Wichita Three Mile Area Outside of Wichita

amendment requested
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 for by the owner when billed. The undersigned further states that he is the owner of the property proposed for platting.

Owner's Signature: Frank Jenkins

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

Received by L.O.
Date 9-24-79
Fee Submitted 323.00

May 3, 1979

Mr. K. O. Taylor
Engineer
1642 S. St. Francis
Wichita, Ks. 67211

Subject: S/D 79-19- Wheatland Place Third Addition

Dear Mr. Taylor:

This is to advise you of a recent change in policy by the City Commission with regard to annexation to the City being required in order to obtain City water service. The policy has now been changed to permit City water service to be extended without immediate annexation being required. Therefore, Condition "A" of our letter to you on April 3, 1979, requiring annexation in order to obtain City water is no longer applicable. However, the policy now requires that the developer pay the entire cost of the water main extension and sign an agreement to be annexed when the property becomes annexable.

If you have any questions, please call.

Sincerely,

Curtis L. Newby
Junior Planner

cc: Frank Jenkins, 659 N. Market, 67214
Harry Saums, Attorney, 4th Financial Center, 67202

THE CITY OF WICHITA

OFFICE OF CITY MANAGER

DATE April 30, 1979

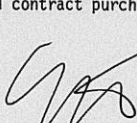
TO Robert A. Lakin, Director of Planning

FROM E. H. Denton, City Manager

SUBJECT Annexation Request -- Frank Jenkins

This office has reviewed your memorandum of April 17, 1979, and waited on response pending the Commission disposition of the island annexation cases which were on the April 24, 1979, agenda.


Based on the Commission's action to return to the earlier policy of extending water and sewer service to island tracts with agreement to annexation at a later date, it is our opinion that you should proceed on that basis with this tract. We also agree that the request for annexation should be submitted under the signatures of the owner and contract purchaser.


E. H. Denton
City Manager

EHD/tpd

cc: Jack Galbraith, Chief Planner, Current Plans



Bob Y.
Frank is going to
write them to proceed
with plat 

April 3, 1979

K. O. Taylor, Engineer
1542 S. St. Francis
Wichita, Kansas 67211

Subject: S/D 79-19 - Sketch plat of Wheatland Place Third Addition

Dear Mr. Taylor:

Based on our meeting with you and Harry Saums, attorney, concerning the above referenced sketch plat, we have the following comments:

- A. Submission of a preliminary plat will require that the applicant request annexation of subject property in order to serve the area with a public water supply. In the event the property is not annexed, the plat will have to be re-designed to suburban plat standards with 40,000 square foot minimum lot areas.
- B. The applicant shall guarantee installation of sewer and water to serve all lots.
- C. The applicant shall guarantee the paving of all streets.
- D. Sidewalks will be required on both sides of all streets.
- E. The northernmost east-west street shall be designated as a collector street.
- F. Additional street right-of-way and/or easements for existing utilities and drainage along the west side of Hoover may be required on the plat.
- G. Complete access control to Hoover shall be indicated on all lots adjoining said street.
- H. The applicant shall submit an avigational easement covering subject property and a construction covenant assuring that adequate construction methods will be utilized to reduce noise hazards within any habitable structure.

K. O. Taylor
4-3-79
Page 2

- I. The applicant shall submit a covenant containing provisions for 4 off-street parking spaces on each lot which adjoins a 58 foot street and a statement that parking will be permitted on only one side of each 58 foot street.
- J. Requirements for a preliminary plat of the MAPC Subdivision Regulations.

These are all the comments we have at this time concerning the sketch plat. Enclosed is a marked "engineer's copy" of the sketch plat for your records. If you have any questions, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:bh

cc: Harry Saums, Attorney
4th Financial Center, 67202

Map No.: 5043
Section No.: 10
Twp. No.: 23
Range: 1W

S/D No. 79-19

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: WHEATLAND PLACE THIRD ADDITION

General Location: 1/4 MILE NORTH OF McARTHUR ROAD ON THE WEST SIDE OF HOOVER ROAD

Name of Property Owner: FRANK JENKINS
Address: 659 NORTH MARKET (14) Phone: 265-9506

Name of Subdivider: _____ Phone: _____
Address: _____

Name of Agent/Surveyor: KENNETH O. TAYLOR Phone: 264-0341
Address: 1542 SO. ST. FRANCIS

Date of Application: FEBRUARY 12, 1979

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 39.2
2. Number of Lots:
 - Residential 30
 - Commercial _____
 - Industrial _____
 - Other _____
3. Total Number of Lots 30
4. Minimum Lot Frontage 60 ft.
5. Minimum Lot Area 11,950 ft.
6. Existing Zoning R-1
7. Proposed Zoning AA
7. Lineal Feet of New Streets:
 - a. 50' R/W 1285 ft.
 - b. 58' R/W 3030 ft.
 - c. 64' R/W 1277 ft.
 - d. 66' R/W 1277 ft.
 - e. _____ R/W _____ ft.
 - TOTAL 6929 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) _____ (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: Frankie Jenkins

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

Received by Cyst Newby
Date 2/13/79
Fee Submitted none - added
plat