

PLAT NO. S/D 79-126 MAP NO. 5853

NAME KAPPELMAN'S BEL AIR HEIGHTS

LOCATION: North of 45th St. North, in an area ^{east} ~~west~~ of Edgemoor, as extended from the south.

ENGINEER Reiss & Goodness Engineers

OWNER Lester B. Kappelman

APPLICATION FILED 10-11-79

SKETCH PLAT FILED 10-11-79

PRELIMINARY FILED 9-18-80

S/D ACTION 4-3-80 approve

FINAL FILED 7-10-80

S/D ACTION 7-24-80 approve

MAPC ACTION 7-31-80 approve

BCC ACTION 11-18-80 approved

RECORDED 12-2-80

REMARKS (See p 70-37, SCZ-0255, CU-125)
SCZ-0451 CU-233

S/D 79-126 - KAPPELMAN'S BEL AIRE HEIGHTS
North of 45th St. North, in an area
east of Edgemoor, as extended from
the south. By Reiss and Goodness

10-16-79
10-16-79

ACTION

	DATE
S/D COMMITTEE (Pulaski) approve	4-3-80
S/D (Ginn) approve	7-24-80
M.A.P.C. approve	7-31-80
B.C.C. / B.C.C. Approved	11-18-80

Map No. 5853
Sec. 24
Twp. 26
Range 1E

Subdivision Report and Progress
S/D No.: 79-126

Name: KAPPELMAN ~~PROPERTY~~ BEL AIRE HEIGHTS
General Location: North of 45th St. North, in an area ~~west~~^{east} of Edgemoor, as extended from the south
Owner: Learer B. Kappelman
Address: 144 North Oliver Zip Code: 67208 Phone: 832-5581
Subdivider: Same
Address: _____ Zip Code: _____ Phone: _____
Engineer/Surveyor: Reiss & Goodness Engineers
Address: 2160 West 21st Zip Code: 67203 Phone: 832-0213

Present Zoning: "R-1" M.A.P.C. ACTION: 7-31-80 approve
Proposed Zoning: "AA" Advisory Letter: 9-1-80
Assoc. Zone Case: _____
APPLICATION RECEIVED: 10-11-79 Closure Data Submitted: _____
Title/Taxes Rec'd. and Reviewed: 3-20-80 & 11-5-80
SKETCH PLAT RECEIVED: 10-11-79 Final Review: 11-7-80
Letter of Intent: _____ Referral to B.C.C.: 11-11-80
PREL. PLAT RECEIVED: _____ B.C.C. ACTION: 11-18-80 Approved
S/D Comm. Action: 4-3-80 approve
Advisory Letter: _____
Tracing Received: 10-27-80
FINAL PLAT RECEIVED: _____ Released for Recording: 11-21-80
S/D Comm. Action: 7-24-80 approve Plat Recorded: 12-2-80
Advisory Letter: 7-25-80

Comments:
Sketch plats to District 10-24-79 with verbal
Lindstak comments requested
Jhonston a.s.a.p.
Other
Mike Murrell, Jr., attorney (drawing covenants)
1980 taxes paid

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS
KAPPELMAN'S BEL AIRE HEIGHTS ADDITION was
filed for record on December 2, 1980
Patricia J. McCallister
Register of Deeds
S/D 79-126
Map: 5853
Assoc: SCZ-0451
CU-233

T9-302 (2)

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

T9-328

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 79-126 Name Kappelman's Bel Aire Heights
Application & Sketch Filed: 10-11-79
Preliminary Plat Filed: 3-18-80 Approved by S/D: 4-3-80
Final Plat Filed: 7-10-80 Approved by S/D: 7-24-80
Approved by Metropolitan Area Planning Commission: 7-31-80

DESCRIPTION

General Location: north of 45th St. North in an area east of Edgemoor,
as extended from the south.

Surveyor or Engineer: Reiss and Goodness

Owner: Chester-Kappelman-Gaudreau, Inc. Atten: Lester B. Kappelman

Address: 144 N. Oliver, 67208

- | | | | | |
|------------------------------------|------|-----------------------|--------------|------------|
| 1. Gross Acreage of Plat | 90.5 | 6. Access Control | | |
| 2. Number of Lots | | St. 45th St. North | No. Openings | Two |
| Residential | 200 | St. _____ | No. Openings | |
| Commercial | | St. _____ | No. Openings | |
| Industrial | | 7. Req'd Improvements | | |
| Other | | St. Paving | X | Water X |
| Total Number of Lots: 200 | | Sidewalk | X | Drainage X |
| 3. Minimum Lot Area: 6,500 sq. ft. | | Sewer | X | Other |
| 4. Existing Zoning: R-1 | | | | |
| 5. Special Problems Discussed: | | | | |

Associated County cases SCZ-0451, "R-1" to "AA" and CU-233 allowing some duplex and multiple family dwellings have been approved subject to platting. The Bel Aire Improvement District has accepted petitions for the construction of street improvements, drainage improvements, sewer extension, water service and required sidewalks. Covenants have been submitted for recording which provide for the ownership and maintenance of Reserve A and the floodway in Block 7.

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

Bayouth moved, Lofton seconded and it carried unanimously. Goebel and Hennessy were absent.

ACTION: Approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign. Instruct the City Clerk to file the Declaration of Covenants with the Register of Deeds, the recording cost of which shall be billed to the applicant.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
APPLICABLE TO A PART OF KAPPELMAN'S BEL AIRE HEIGHTS,
AN ADDITION TO SEDGWICK COUNTY, KANSAS

THIS DECLARATION, made on the date hereinafter set forth
by CHESTER-KAPPELMAN-GAUDREAU, INC., hereinafter called
"Declarant".

W I T N E S S E T H:

WHEREAS, Declarant desires to subject to the terms of
this Declaration the following described real estate which
Declarant now owns, to-wit:

All lots, blocks, reserves and floodways as shown on
the recorded plat of Kappelman's Bel Aire Heights, an
Addition to Sedgwick County, Kansas, EXCEPT Lot 1,
Block 9, and Reserve B of said Addition as shown on
the recorded plat thereof;

WHEREAS, there is included within said real estate cer-
tain Common Areas, as that term is hereinafter defined, which are
to be available for the common use and enjoyment of owners and
residents of residential properties included within the real
estate above described;

WHEREAS, it is necessary and desirable to establish
binding covenants, conditions and restrictions applicable to the
real estate above described to insure the proper maintenance and
administration of said Common Areas and the real estate being
subjected to this Declaration;

WHEREAS, it is the purpose and intention of this
Declaration that the real estate first above described shall be
held and/or conveyed subject to the covenants, conditions and
restrictions contained in this Declaration; and

WHEREAS, there will be established the Kappelman's Bel
Aire Heights Homeowners Association, Inc., (hereinafter referred

to as the "Association") consisting of the owners of single family residential and multifamily residential lots included within the real estate first above described;

NOW, THEREFORE, Declarant hereby declares that all of the first above described real estate shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real estate and be binding on all parties having any right, title or interest therein, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The real estate first above described, which is subject to the following easements, restrictions, covenants and conditions, is hereinafter called the "Properties".

ARTICLE I
DEFINITIONS

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

Section 1. The term Declaration as used herein shall mean this Declaration of Covenants, Conditions and Restrictions of Kappelman's Bel Aire Heights, an Addition to Sedgwick County, Kansas.

Section 2. Association shall mean Kappelman's Bel Aire Heights Homeowners Association, Inc., a Kansas non-profit corporation.

Section 3. Articles of Incorporation and Bylaws shall mean Articles of Incorporation or Bylaws, as the case may be, of the Association and as the same may be amended from time to time.

Section 4. Owner shall mean the record owner or owners of a fee or undivided fee interest in any lot; provided, however, when an owner has committed to sell a lot or an undivided interest therein and when and for so long as the purchaser is entitled to possession of the lot, either exclusively or with others, as a result thereof, then such purchaser shall be deemed the owner of such lot or undivided interest therein for all purposes hereunder but only after the seller of the lot or undivided interest therein and the purchaser shall have delivered a document signed by them, to the Secretary of the Association evidencing such purchaser's rights of purchase and possession. Owner shall not include those persons or entities having an interest merely as security for the performance of an obligation during such time as an executory contract pertaining thereto is in force. Each owner as herein defined is hereinafter referred to as Owner.

Section 5. (a) Member shall mean every person who or entity which is an Owner.

(b) Member in good standing shall mean a member not in violation at any given time of the terms, conditions and requirements of this Declaration.

Section 6. "Common Areas" shall mean all of Reserve A and the Floodway through Block 7 as shown on the recorded plat of said Kappelman's Bel Aire Heights, an Addition to Sedgwick County, Kansas.

Section 7. Community facilities shall mean all facilities placed or erected on the Common Areas for the common use and benefit of all members of the Association, including drives, walks, parking areas, sewers, electrical, water, gas, television and telephone services and fixtures, storage and equipment areas or enclosures, parks, open spaces, planted and landscaped areas, sprinkling systems and recreational areas, located within said Common Areas.

Section 8. (a) The word "Lot" as used herein, shall mean a lot as set forth and designated in the recorded plat of Kappelman's Bel Aire Heights, an Addition to Sedgwick County, Kansas, hereinafter called the "Addition", and any additional land which may be subjected to this Declaration pursuant to Article XI hereof. In the event any Lot is split, divided or subdivided so as to subject it to separate individual ownership for either single or multifamily residential purposes, each separate part thereof so split, divided or subdivided shall be deemed a "Lot" for all purposes hereunder except for computing voting rights, in which event the original lot as platted, and prior to being split, divided or subdivided, shall govern voting rights. Where two or more Lots are combined into a single homesite, said homesite shall be deemed to be one "Lot" for all purposes hereunder.

(b) Single family residential lot shall mean any one of all lots in the Addition, except Lots 53 through 59, both inclusive, in Block 5, and Lots 11 through 19, both inclusive, in Block 8 of the Addition.

(c) Multifamily residential lot shall mean any one of the following lots in the Addition, to-wit: Lots 53 through 59, both inclusive, in Block 5, and Lots 11 through 19, both inclusive, in Block 8 of the Addition.

Section 9. Notice, declaration, certification, approval, consent, authorization shall mean and be effective as such only when in writing.

Section 10. A transfer shall mean a conveyance of any and every kind or nature whatsoever of any right, title or interest in subject property or in a residence site or any part or portion thereof or interest therein or improvement thereon or appurtenant thereto, including a transfer by deed of trust or mortgage and also including, but not limited to, a sale, assignment, gift, lease or sublease.

Section 11. Declarant shall mean CHESTER-KAPPELMAN-GAUDREAU, INC., and any of its successors or assigns to whom Declarant's interest, rights and duties herein may hereafter be specifically assigned in writing and such assignment filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 12. Utililties shall mean electricity, gas, water, telephone, television, trash pickup and like services whether or not provided or supplied by a public utility company or an improvement district.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Membership in the Association shall be mandatory and automatic for each owner of a Lot located within the "Properties", whether or not said Lot is to be used for single or multifamily residential purposes, as those terms are defined above.

Section 3. The Association shall have two classes of voting membership. No member may vote unless he is a member in good standing.

Class A. Class A Members shall be all Owners as defined above of single family residential Lots. Class A Members shall be entitled to two (2) votes for each Lot as now platted, subject to the exceptions set forth in Article I, Section 8, above, in which they hold the interest required for membership. When more than one person holds any such interest in any Lot, the two votes for such Lot shall be exercised as such owners may determine between or among themselves, and such votes may not be increased by splitting, dividing or subdividing such Lot

(regardless of whether such Lot is split, divided or subdivided) in the future. In the event a single family residential Lot is split, divided or subdivided, the two votes shall be exercised as the owners of the split, divided or subdivided Lot may determine between or among themselves. Notwithstanding the foregoing, Declarant shall be entitled to ten (10) votes for each single family residential Lot of which it is the Owner to be cast as it may determine.

Class B. A Class B member shall be all Owners as defined above of multifamily residential Lots. Class B members shall be entitled to one (1) vote for each Lot as now platted, subject to the exceptions set forth in Article I, Section 8 above, in which they hold the interest required for membership. The one vote for each Lot in which more than one person has such interest as required for membership shall be exercised as such persons may determine between or among themselves, and such vote may not be increased by splitting, dividing or subdividing such Lot (regardless of whether such Lot is split, divided or subdivided) in the future. In the event a multifamily residential lot is split, divided or subdivided, then the vote shall be exercised as the Owners of the split, divided or subdivided Lot may determine between or among themselves. Notwithstanding any of the foregoing provisions of this Declaration, Declarant shall be entitled to ten (10) votes for each multifamily residential lot of which it is the owner, whether in whole or in part, to be cast as it may determine, and any owner of a part of a multifamily residential lot of which Declarant is also an owner, shall have no vote.

ARTICLE III

PROPERTY RIGHTS

Section 1. The Declarant hereby dedicates and conveys to each Class A and Class B Member, or their lessees, a right and

easement of enjoyment in and to the Common Areas described above, and Declarant covenants for itself, its successors and assigns, that it will convey a fee simple title in the Common Areas to the Association when Declarant, in its sole discretion, deems it appropriate to do so, subject to easements, covenants and other restrictions then of record and any non-delinquent taxes applicable to said property, whether general, special or otherwise; and further subject to the right of the public generally in said Common Area for flood control, drainage, floodway, and public utility purposes as specifically set forth in the recorded plat of the Addition. Prior to such conveyance, the Declarant shall be responsible for proper maintenance of the Common Area and for payment of taxes attributable thereto, including special assessment taxes, when and as they become due, and insurance; provided however, the Association shall advance sufficient assessment monies to Declarant from time to time, as requested by Declarant, to pay the cost and expense of the foregoing. After such conveyance the Association shall be responsible for proper maintenance of the Common Areas and for payment of taxes attributable thereto, including special assessment taxes when and as they become due, and insurance, and the Association will hold Declarant harmless therefrom. Whenever an obligation, duty or right is hereinafter stated as being that of the "Declarant or the Association", whether in this Article III or subsequent Articles hereof, the entity actually possessing such obligation, duty or right at any given time shall be that entity, i.e., the Declarant or the Association, in which title to the Common Areas is then vested unless otherwise stated.

Section 2. Rights of the Sedgwick County Public Works Department. In the event Declarant or the Association shall fail at any time to maintain the Common Areas or fail in any manner to fulfill their obligations relating to the Common Areas, the

Sedgwick County Public Works Department, or such other public body as may then have jurisdiction over the Common Areas, may serve a written Notice of Delinquency upon the Association setting forth the manner in which Declarant or the Association have failed to fulfill their obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which Declarant or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the Sedgwick County Public Works Department, or such other public body having jurisdiction over the Common Areas, in order to preserve the taxable values of the Properties and to prevent the Common Areas from becoming a nuisance, may enter upon said Common Areas and perform the obligations listed in the Notice of Deficiency. All costs incurred by the Sedgwick County Public Works Department, or other public body having jurisdiction, in carrying out the obligations of Declarant or the Association may be assessed against the Common Areas as provided by law, subject to Declarant's right of appeal as by law provided.

Section 3. The title to the Common Areas when vested in the Association shall also be subject to the rights and easement of enjoyment in and to such Common Area by its members as set forth in Section 1 of this Article III above. Said rights and easements shall not be personal but shall be considered to be appurtenant to said Lots whether or not specifically set forth in deeds to the Lots.

Section 4. Declarant or the Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Areas, which regulations shall be binding upon the members of the Association and all residents of the development.

Section 5. Subject to the rights of the public generally as set forth in Section 1 of this Article III, the Common Areas may be used for recreation or other uses for the benefit of the Members of the Association as determined by Declarant or the Association. Recreational facilities may be constructed in the Common Areas by the Association or Declarant, if done in conformance with the applicable rules, and regulations and resolutions of Sedgwick County. All members of the Association and guests accompanying said members shall have equal access to the Common Areas and all community facilities located thereon, subject to rules and regulations established by the Declarant or the Association, including the right to place limitations on the number of guests and the right to limit or exclude members and their guests if such members owning the property in which they reside are in default in the payment of assessments or in the performance of any other obligation required by this Declaration.

Section 6. Notwithstanding any other provision of this Declaration, Declarant reserves the right to grant easements within the Common Areas for the installation, repair and maintenance of water mains, sewers, drainage courses, and other utilities, provided that such installations shall be effected in such manner as to minimize damage to the natural features of the Common Areas, and in such manner as not to interfere with the rights of the public as granted in the recorded plat of the Addition. The Declarant or the Association shall have the right to mortgage any part, parts or all of the Common Areas in connection with the borrowing of money in the furtherance of any of its purposes authorized herein, and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder. The

Declarant or the Association shall have the right to suspend the rights of any member in connection with the Common Areas for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

ARTICLE IV
ASSESSMENTS

Section 1. All of the Lots located within and comprising the Properties shall be subject to an annual assessment charge to be paid by the respective Owners thereof, to the Association annually and in advance prior to the 1st day of January, in each year, commencing with January 1 of the year following occupancy of the first residential structure located in the Properties. In addition to the annual assessment, each first Owner of a Lot, not, however, including Declarant, shall pay an original charge of \$100.00 to the Association.

Section 2. Each year the Board of Directors of the Association shall, prior to November 1, determine the total amount of money needed by the Association for the next succeeding year. The amount so determined shall be divided by the total number of votes attributable to the Class A and Class B Members collectively, including the members who at the time may not be in good standing. The result of such division shall be known as the "assessment unit". The annual assessment applicable to the Owner of each Lot shall be computed by multiplying the "assessment unit" by the number of votes attributable to such Owner by virtue of his ownership of such Lot, even if such Owner is not a member in good standing at such time; provided, however, and regardless of the provisions of ARTICLE II Section 3 hereof, Declarant, for the purpose of computing its annual assessments hereunder, shall be treated as having two (2) votes for each single family residential Lot and one (1) vote for each multifamily residential Lot

owned by it. Should the Board of Directors of the Association at any time determine in its sole discretion that the assessments levied are or may prove to be insufficient, or in the event of emergencies, the Board of Directors shall have the authority to levy additional assessments as it shall deem to be necessary against the Owners of all Lots, excluding Declarant.

Section 3. The assessment fund shall be for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Areas and other property of the Association; for planting trees and shrubbery and the care thereof on the Common Areas; for expenses incidental to the proper operations and maintenance of recreational facilities located within the Common Areas; for collecting and disposing of garbage, ashes and rubbish from the Common Areas; for employing night watchmen; for caring for vacant property, whether or not located in the Common Areas; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service; for purchase of insurance; emergencies; or for doing any other thing necessary or advisable in the operation of the Association for the general welfare of the Members; for expenses incidental to the examination of building plans and the enforcement of these restrictions or any other building restrictions applicable to said property; for the payment of operating expenses of the Association or for any other purpose within the purposes for which the Association is incorporated.

Section 4. Notice in writing of the amount of each annual assessment charge attributable to each Lot shall be delivered to or mailed to the owner or owners of each Lot (if mailed, then to their last address shown on the records of the Association), no later than November 15 of each year. All assessment charges which shall remain due and unpaid after they

are due, shall thereafter be subject to interest at the rate of ten percent (10%) per annum.

Section 5. It is expressly understood and agreed that the annual assessment charge and additional assessment charges, if any, shall be a lien and encumbrance on the Lot as platted, with respect to which any such charges are made. It is expressly agreed that by the acceptance of title to any of said Lots, or by acquiring right to possession of the same, either actual or constructive under a commitment to purchase, the Owner (not including a mortgagee as long as it is not the Owner), from time of acquiring title thereto, or right to possession thereof under a commitment to purchase, shall be held to have covenanted and agreed to pay to the Association, all charges provided for herein which were due and unpaid at the time of acquiring the title, or right to possession as aforesaid, as well as all assessments thereafter falling due during his ownership or possession thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any Owner or prospective purchaser liable, or who may be liable, for said charges, which shall set forth the status of said charges. This certificate shall be binding upon the parties hereto.

The liens provided for in this Article shall be created and perfected in the following manner: The Association may record an Affidavit of Nonpayment of Annual Assessment in the office of the Register of Deeds of Sedgwick County, Kansas, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property, and (c) the amount of the Annual Assessment which is imposed. The lien shall be deemed created and perfected at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the

Lot, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

Section 6. The lien created by this ARTICLE may be foreclosed by suit by the Association in like manner as a mortgage on real property is foreclosed. The Association shall have the power to bid at the foreclosure sale and to become the purchaser at any such sale of the Lot which is the subject of such sale. A suit to recover a money judgment for unpaid assessments shall be maintainable by the Association without foreclosing or waiving the lien covering the same.

Section 7. In the event a lien is obtained pursuant to this Article and thereafter the Assessment Charge plus interest at the rate of ten percent (10%) per annum from the date the lien is filed shall be fully paid, Declarant or the Association, shall within ten (10) days following payment file with the Register of Deeds of Sedgwick County, Kansas an Affidavit of Payment of Assessment Charge, which affidavit shall (a) refer to and identify the Affidavit of Nonpayment of Assessment Charge which created the lien which has been satisfied, (b) state the legal description of the property affected and (c) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Assessment Charge shall fully and completely release the lien referred to in said Affidavit and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer or title examiner that the pre-existing lien has been fully and completely released and discharged.

Section 8. Sale or transfer of any Lot, shall not affect the assessment lien as to past due assessments nor shall it relieve such Lot for liability from any assessments thereafter becoming due or from the lien thereof.

Section 9. (a) The maximum amount of the "assessment unit" as defined in Section 2 of this ARTICLE for the first calendar year in which the annual assessment is to be made shall not exceed \$75.00. The "assessment unit" may be increased for any subsequent year by the directors of the Association without a vote of the membership to an amount which is not more than one hundred fifteen percent (115%) of "assessment unit" for the previous year.

(b) The "assessment unit" for any year commencing after the first calendar year in which the annual assessment is made may be increased to an amount greater than that permitted by subsection (a) of this Section 9 only by an affirmative vote of two-thirds (2/3) of the votes entitled to be cast at a meeting of the Members of the Association duly called for such purpose.

(c) Notwithstanding anything to the contrary in (a) and (b) above, under no circumstances, except by the consent of Declarant, its successors or assigns, shall the amount of the assessment unit attributable to Declarant, its successors or assigns, exceed \$75.00. In the event the amount of the "assessment unit" in any given year is greater than \$75.00, then, unless otherwise agreed by Declarant, the excess of such amount over \$75.00 shall be attributed pro-rata to the Lots not owned by Declarant and paid by the owners thereof.

Section 10. Notwithstanding any of the foregoing, any Lot or Lots dedicated to, and accepted by, a local public authority and all Lots owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments regardless of ownership.

ARTICLE V
COVENANTS FOR MAINTENANCE

Section 1. Maintenance of Lots and Improvements; Lien.

(a) All Owners (other than Declarant) shall keep all Lots owned by them and all improvements therein or thereon, in good repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

(b) If in the opinion of the Declarant or the Association, any Owner fails to perform the duties imposed by the preceding paragraph (a), the Declarant, or the Association after approval by a two-thirds (2/3) decision of the Board, and after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint and restore such Lot or Lots or such improvements and the cost thereof (hereinafter sometimes called the "Maintenance Charge") shall be a binding personal obligation of such Owner and the cost thereof shall be a lien upon any such Lot or Lots if created and perfected in the following manner: Declarant or the Association may record an Affidavit of Nonpayment of Maintenance Charge in the office of the Register of Deeds of Sedgwick County, Kansas stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property, and (c) the amount of the Maintenance Charge which is unpaid. The lien shall be deemed created and perfected at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens or encumbrances

which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

Section 2. Foreclosure. The lien created by this ARTICLE may be foreclosed by suit by the Declarant or the Association in like manner as a mortgage on real property is foreclosed. The Declarant or the Association shall have the power to bid at the foreclosure sale and to become the purchaser at any such sale of the Lot or Lots which are the subject of such sale. A suit to recover a money judgment for unpaid Maintenance Charges under this Article shall be maintainable by the Declarant or the Association without foreclosing or waiving the lien securing the same.

Section 3. Release. In the event a lien is obtained pursuant to this Article and thereafter the Maintenance Charge plus interest at the rate of ten percent (10%) per annum from the date the lien is filed shall be fully paid, Declarant or the Association, shall within ten (10) days following payment file with the Register of Deeds of Sedgwick County, Kansas an Affidavit of Payment of Maintenance Charge, which affidavit shall (a) refer to and identify the Affidavit of Nonpayment of Maintenance Charge which created the lien which has been satisfied, (b) state the legal description of the property affected and (c) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Maintenance Charge shall fully and completely release the lien referred to in said Affidavit and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer or title examiner that the pre-existing lien has been fully and completely released and discharged.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Approval Required. No building, fence, landscape scheme, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein or thereto be made until the plans and specifications showing the nature, kind, size, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to the aforesaid and as to harmony of external design and location in relation to surrounding structures and topography by CHESTER-KAPPELMAN-GAUDREAU, INC., its agents, assignees or successors. In the event CHESTER-KAPPELMAN-GAUDREAU, INC. fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will be deemed to have been given.

Section 2. Plan Requirements. Such plans and specifications shall be in such form and shall contain such information as may be required by CHESTER-KAPPELMAN-GAUDREAU, INC. but in any event shall include (i) a site plan of the Lot or Lots (including proposed front, rear and side set-backs) of all Structures, the location of all parking spaces and driveways on the Lot or Lots; and (ii) a grading plan for the particular Lot or Lots.

Section 3. Retention of Approved Plans and Specifications. Upon approval by CHESTER-KAPPELMAN-GAUDREAU, INC. of any plans and specifications submitted hereunder a copy of such plans and specifications, as approved, shall be deposited for permanent record with CHESTER-KAPPELMAN-GAUDREAU, INC., and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 4. Removal and Alteration of Structures; Lien.

(a) If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on

any Lot, otherwise than in accordance with plans and specifications approved by CHESTER-KAPPELMAN-GAUDREAU, INC., pursuant to the provisions of this ARTICLE, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this ARTICLE and without the approval required herein, and, upon written notice to the Owner or Owners from CHESTER-KAPPELMAN-GAUDREAU, INC., any such structure so altered, erected, placed or maintained upon any such Lot in violation hereof shall be removed or re-altered by the Owner or Owners thereof, and any such use shall be terminated, so as to extinguish such violation.

(b) If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, CHESTER-KAPPELMAN-GAUDREAU, INC. shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner and the cost thereof shall be a lien upon any such Lot or Lots if created and perfected in the following manner: CHESTER-KAPPELMAN-GAUDREAU, INC. may record an Affidavit of Nonpayment of Removal or Alteration Charges in the office of the Register of Deeds of Sedgwick County, Kansas stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property and (c) the amount of the Removal and Alteration Charges which are unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

(c) The lien provided for by this ARTICLE may be foreclosed by CHESTER-KAPPELMAN-GAUDREAU, INC. in like manner as a mortgage of real property is foreclosed. CHESTER-KAPPELMAN-GAUDREAU, INC. shall have the right to become a purchaser at any such sale of the Lot(s) which is the subject thereof. A suit to recover a money judgment for unpaid charges under this ARTICLE shall be maintainable by CHESTER-KAPPELMAN-GAUDREAU, INC. without foreclosing or waiving the lien securing the same.

(d) In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges plus interest at the rate of ten percent (10%) per annum from the date the lien is filed shall be fully paid, CHESTER-KAPPELMAN-GAUDREAU, INC. shall within ten (10) days following payment file with the Register of Deeds of Sedgwick County, Kansas an Affidavit of Payment of Removal or Alteration Charges which affidavit shall (a) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (b) state the legal description of the property affected and (c) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully and completely release the lien referred to in said Affidavit and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer or title examiner that the pre-existing lien has been fully and completely released and discharged.

Section 5. Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by CHESTER-KAPPELMAN-GAUDREAU, INC., it shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such structure and the Lot on which such

structure is placed, and stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section 5 shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all structures on the Lot, and the use or uses described therein comply with all requirements of this ARTICLE as to which CHESTER-KAPPELMAN-GAUDREAU, INC. exercises any discretionary or interpretive powers.

Section 6. Right of Inspection. CHESTER-KAPPELMAN-GAUDREAU, INC. may at any reasonable time or times enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither CHESTER-KAPPELMAN-GAUDREAU, INC., nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 7. No Liability. Neither CHESTER-KAPPELMAN-GAUDREAU, INC., nor any of its successors, assigns, agents, officers, directors or employees, shall be liable to any Owner or to any person, firm, corporation or other entity for any damages arising from any performance or non-performance of any duties or functions under this ARTICLE VI and the Association shall hold CHESTER-KAPPELMAN-GAUDREAU, INC., its successors, assigns, agents, officers, directors and employees harmless therefrom.

Section 8. Assignment. The Architectural Control and all rights and obligations incumbent therewith granted unto

CHESTER-KAPPELMAN-GAUDREAU, INC. under this ARTICLE VI shall remain with it even after conveyance of the Common Areas to the Association; provided however, CHESTER-KAPPELMAN-GAUDREAU, INC. may assign such Architectural Control and its rights and obligations hereunder to the Association at any time deemed appropriate by it (CHESTER-KAPPELMAN-GAUDREAU, INC.) and the Association agrees to accept and administer such Architectural Control at and after the time CHESTER-KAPPELMAN-GAUDREAU, INC. assigns said Architectural Control. CHESTER-KAPPELMAN-GAUDREAU, INC. shall, at such time, also deliver to the Association all plans and specifications deposited with it pursuant to Section 3 of this ARTICLE VI.

ARTICLE VII

GENERAL COVENANTS AND RESTRICTIONS

Section 1. Structures; Division of Lots; Utilities; Trailers; and Fences. Without the prior written approval of CHESTER-KAPPELMAN-GAUDREAU, INC.:

- (1) No previously approved structure within the Properties shall be used for any purpose other than that for which it was originally designed.
- (2) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.
- (3) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained.
- (4) No boat, boat trailer, house trailer, motor home, camper, camper trailers or similar items shall be stored in the open on any Lot.
- (5) Each residence shall comply with the minimum front, back and side set-back requirements as shown on the recorded plat of the land covered hereby, and as hereinafter immediately provided. No residence, including attached garages, breezeways, attached greenhouses, ells

and porches shall be located nearer than eight (8) feet from any side building site or lot line or lines. No residence, including attached garages, breezeways, attached greenhouses, ells and porches shall be located nearer than twenty (20) feet from the rear building site or lot line or lines of any lot abutting the Common Areas and no nearer than thirty-five (35) feet from the rear building site or lot line or lines of all other lots.

(6) No excavations, except such as are necessary for the construction of a residence or improvement, shall be permitted on any Lot without written permission of CHESTER-KAPPELMAN-GAUDREAU, INC.

(7) No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any Lot or building site. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvement and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.

(8) No used, secondhand or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon said land, nor shall any trailer be moved, placed or permitted to remain upon a building site subject to these Covenants.

Section 2. Fences. No fence or fences shall be erected or located on any lot until the type, style, design, material, height and location thereof shall first have been approved in writing by the Declarant.

Section 3. Animals. No birds, animals, snakes, rodents or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use of any such creatures be conducted on the Properties. The Declarant or the Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot.

Section 4. Signs. No sign or other advertising device of any nature shall be placed upon any Lot except as may be permitted by any rule or regulation relating to signs and advertising devices adopted or promulgated by the Declarant or the Association.

Section 5. Temporary Buildings. No temporary building, trailer, garage, basement, tent, outbuilding or building in the course of construction shall be used temporarily or permanently as a residence of any Lot.

Section 6. No Storage, Trash. No lumber, metals, bulk-materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot or on any of the Common Areas, except building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. Declarant or the Association, in their discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Properties.

Section 7. Pipes. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 8. Hedgerows Not to be Removed. The hedgerows located along the north side of Block 1 of the "Addition" and

along the west side of Blocks 5 and 9 of the "Addition" shall not be removed without the written consent of Declarant. Nothing herein contained shall be deemed to prohibit usual or ordinary trimming or pruning of said hedgerows, provided said trimming and pruning is carried on in such manner that the hedgerows are not permanently injured or destroyed.

Section 9. Right To Trim or Prune. Declarant or the Association shall have the right to enter upon any Lot and trim or prune, at the expense of Owner, any hedge or other planting which in the opinion of Declarants or the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided however, that the Owner shall be given fifteen (15) days prior written notice of such action.

Section 10. Motor Vehicles. No motor vehicles of any type other than maintenance vehicles shall be operated on any of the Common Areas or on any sidewalks and bicycle paths located in the Common Areas.

Section 11. Sight Lines. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections

unless the foilage line is maintained at a sufficient height to avoid obstruction of such sight lines.

Section 12. Noxious, Dangerous and Offensive Activities Prohibited. No noxious, dangerous or offensive activity or things shall be carried on or permitted, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.

Section 13. Exploration. Oil drilling, oil development operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these Covenants, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon or in any of the building sites covered by these Covenants. Fuel oil storage tanks as a part of the heating equipment of a residence shall be permitted only if located underground.

Section 14. Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow and keep in good repair and condition all drainage channels and swales located on any Lot owned by such Owner.

Section 15. Miscellaneous. The right of CHESTER-KAPPELMAN-GAUDREAU, INC. to pass upon those matters set forth in Section 1 of this ARTICLE shall remain with it even after conveyance of the Common Area to the Association; provided however, CHESTER-KAPPELMAN-GAUDREAU, INC. may assign such right of approval to the Association at any time deemed appropriate by it (CHESTER-KAPPELMAN-GAUDREAU, INC.) and the Association agrees to accept and administer such right. The provisions of Sections 2 through 13 of this ARTICLE VII shall pertain to and be enforceable by the Declarant until such time as the Common Areas are conveyed to the Association and thereafter such provisions shall pertain to and be enforceable by the Association.

Section 16. No Liability. Neither CHESTER-KAPPELMAN-GAUDREAU, INC., nor any of its successors, assigns, agents,

officers, directors or employees, shall be liable to any Owner or to any person, firm, corporation or other entity for any damages arising from any performance or non-performance of any duties or functions under this ARTICLE VII and the Association shall hold CHESTER-KAPPELMAN-GAUDREAU, INC., its successors, assigns, agents, officers, directors and employees, harmless therefrom.

ARTICLE VIII

ZONING AND SPECIFIC RESTRICTIONS

The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules, regulations and resolutions of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, resolutions, deeds, leases or this Declaration shall be taken to govern and control.

ARTICLE IX

RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Limited to Residential Lots. The provisions of this ARTICLE shall relate to all Lots whether zoned for single family residential or multifamily residential lots.

Section 2. Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of Declarant or the Association. Declarant or the Association, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry

shall be permitted unless it is considered, by Declarant or the Association, to be compatible with a high quality residential neighborhood.

Section 3. Model Homes and Real Estate Offices. All else herein notwithstanding, with the written approval of Declarant or the Association, any Lot may be used for a model home or for a real estate office until all homes in the Properties are initially sold.

Section 4. Laundry and Machinery. No clothing or other household fabric shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same is enclosed by a fence or other enclosure at least six (6) inches higher than such hanging articles, provided such fence or other enclosure is approved by Declarant or the Association. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

Section 5. Discretion. Notwithstanding any other provisions herein, Declarant or the Association may authorize any Owner with respect to his Lot to:

- (1) temporarily use a single-family dwelling house for more than one (1) family;
- (2) locate structures other than the principal dwelling house within set-back areas; and
- (3) use structures other than the principal dwelling house for residence purposes on a temporary basis.

Section 6. Requirement to Plant Lawn and Trees, Shrubs or Bushes. As soon as practicable after completion of a residence on a Lot, and no longer than twelve (12) months from said date, the Owner thereof shall plant a lawn and at least fifteen (15) perennial shrubs, bushes or trees on such Lot.

ARTICLE X
ENFORCEMENT

By acceptance of title or acquisition of a right of possession under a commitment to purchase, each Owner shall be held and deemed to have vested in Declarant or the Association or any Owner, the right and power to enforce, by any proceeding at law, equity, or otherwise, all restrictions, conditions, covenants, reservations, liens, assessments, and charges now or hereafter imposed by the provisions of this Declaration. The Association shall further have the power by a three-fourths (3/4) vote of the Board of Directors to levy fines up to and including \$500.00 against any Owner who has breached any of the provisions of this Declaration or of the Articles or Bylaws of the Association. Failure to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XI
ADDITIONAL LAND

Declarant may, from time to time, subject additional real property, including additional Common Areas, to all of the terms, provisions and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas, of an instrument expressly stating an intention to do so and describing such additional real property to be so subjected; provided however, that such additional real property must be adjacent to and contiguous with the Properties as they now are described or as they may in the future be expanded and must be owned by Declarant at the time of the filing of such instrument. During twenty (20) years following the date of the recording of this Declaration, Declarant may subject such additional real property to this Declaration in their

sole absolute discretion, subject to the foregoing requirements and conditions. From and after the termination of said twenty (20) year period, such additional real property may be subjected to this Declaration provided that each such action is approved in writing by two-thirds (2/3) of the votes entitled to be cast at a meeting of the Members of the Association duly called for such purpose.

ARTICLE XII

POWER OF ASSIGNMENT AND DELEGATION

Declarant shall have the power to assign and delegate to the Association or any of its successor or successors at any time and from time to time, all or any part of any of the rights, powers and authority, contained in this Declaration in accordance with the provisions of ARTICLE I Section 11 hereof.

ARTICLE XIII

SEVERABILITY

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

ARTICLE XIV

MISCELLANEOUS

Section 1. All titles used in this Declaration, including those of ARTICLES, Sections and Subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them affect that which is set forth in these ARTICLES, Sections or Subsections nor any of the terms or provisions of this Declaration nor the meaning thereof.

Section 2. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

Section 3. Reference herein to either the Association or Declarant shall include their successors and assigns who shall succeed to the rights, powers, obligations and authority of their predecessor.

ARTICLE XV
AMENDMENT

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first ten (10) years following the recording of this Declaration by Declarant in its sole discretion by an instrument in writing signed by Declarant setting forth such amendments and filed of record; this Declaration may be amended during the second ten (10) year period following the recording of this Declaration by an instrument in writing setting forth such amendments signed by the Owner(s) possessing not less than ninety percent (90%) of the votes entitled to be cast at a meeting of Members of the Association duly called for such purpose; and, thereafter, by an instrument in writing signed by the Owner(s) of not less than seventy-five percent (75%) of the votes entitled to be cast at a meeting of the Members of the Association duly called for such purpose. Said instruments signed by the Owner(s) as aforesaid are to be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

Notwithstanding any of the prior provisions of this Article XV, no amendment of Article III, Sections 1 or 2, shall be effective unless consent in writing to the amendment of Sections 1 or 2 of said Article III shall first have been obtained from the Sedgwick County Public Works Department or such

other public body as may then have jurisdiction over the Common Areas.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein have executed this Declaration as of this 28th day of October, 1980.

CHESTER-KAPPELMAN-GAUDREAU, INC.

ATTEST:

By Lester B. Kappelman
Lester B. Kappelman, President
and Secretary.

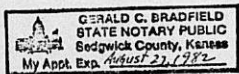
STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED, That on this 28th day of October 1980, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Lester B. Kappelman, President of CHESTER-KAPPELMAN-GAUDREAU, INC., who is personally known to me to be the same person who executed the foregoing instrument in writing, and such person duly acknowledged the execution of the same for and in behalf of said company.

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

Gerald C. Bradfield
Notary Public

My Appointment Expires: August 27, 1982



Chester • Kappelman • Gaudreau *Realtors*



GENERAL OFFICE:
 144 N. OLIVER WICHITA, KANSAS 67208 ☑
 TELEPHONE (316) 682-5581

WEST OFFICE:
 1225 N. WEST ST. WICHITA, KANSAS 67203 ☐
 TELEPHONE (316) 943-1221

NORTH OFFICE:
 5700 N. BROADWAY, WICHITA, KANSAS 67219 ☐
 TELEPHONE (316) 638-0836

October 28, 1980

Metropolitan Area Planning Commission
 10th Floor, City Building
 Wichita, KS 67214

Attention: Louise Oliverez

REF: Bel Aire Heights

This is to advise you that the 1980 taxes are paid in full (see attached zerox copy of our check). Please note that said taxes are in four key numbers and they include the 100' X 100' water tower site purchased during the year by the Bel Aire Heights Improvement District.

Also enclosed is a copy of the Restrictive Covenants signed by me.

Sincerely yours,

CHESTER-KAPPELMAN-GAUDREAU, INC.

By *Lester B. Kappelman*
 Lester B. Kappelman, President

LBK/pt
 encl. (2)

title binder dated 11-3-80 shows all under C-K-G ownership

received 10-30 or 10-31



MEMBERS

WICHITA BOARD OF REALTORS

NATIONAL INSTITUTE OF REAL ESTATE BROKERS

NATIONAL ASSOCIATION OF REALTORS

WICHITA ASSOCIATION OF HOME BUILDERS
 NATIONAL ASSOCIATION OF HOME BUILDERS

(Schedule continued)

Commitment 286243-A
Policy Number _____
Owners _____

Policy Number _____
Loan _____

Item 2 of Schedule A

The Bel Aire Improvement District as to a tract beginning on the Half Section line 156 feet North of the Southwest corner of the Southeast Quarter of Section 24, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence East 100 feet; thence North 100 feet; thence West 100 feet; thence South 100 feet to the point of beginning; and Chester-Kappelman-Caudreau, Inc., a Kansas corporation as to remainder of subject property.

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. McCullough
Secretary.

John D. Ryan
Authorized Signatory



SCHEDULE A

Number
286243-A

Effective Date
November 3, 1980 @ 7:00 A. M.

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

Chester-Kappelman-Gaudreau, Inc., a Kansas corporation

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

TRACT #1

The Southeast Quarter of Section 24, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the East 1219.17 feet thereof; and EXCEPT the following described tract: Beginning at the Northwest corner of said Southeast Quarter of Section 24, thence Southerly along the West line of said Southeast Quarter, South 0°04'25" West, a distance of 311.00 feet; thence North 90°00'00" East, a distance of 440.20 feet; thence North 00°00'00" West, a distance of 311.27 feet to the North line of said Southeast Quarter; thence Westerly, along the North line of said Southeast Quarter, South 89°57'54" West, a distance of 439.80 feet to the point of beginning.

EXCEPTION
IN NW
corner of
plot 1

TRACT #2

Government Lot 1 in the Northeast Quarter of Section 25, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, except the East 1219.17 feet thereof.

see amended

7
What about Reserve B (water tower site)

11-7-80

JOHN PYLEON of SECURITY ABSTRACT verified that Bel Aire Ins.
District owns Reserve B

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): 1980 taxes \$1,715.50, paid. Key #'s KE-252; KE-252-4; Ke-254 and KE-254-4.
- ✓ 9. Easement to Bel Aire Improvement District for a water tower line and access roadway over a tract in the West half of the Southeast Quarter of Section 24 and in Government Lot 1, in Section 25, all in Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as beginning at the Southwest corner of the Southeast Quarter of said Section 24; thence North along the West line of said Southeast Quarter, 156 feet; thence East 30 feet; thence South parallel to the West line of said Southeast Quarter and the West line of said Government Lot 1 to the North line of 45th Street North as established in Road Record Book A, Page 18; thence West 30 feet to the West line of Section 25; thence North to the point of beginning, as established on Film 410, Page 1440.
- 10. Roadway easement over the South 40 feet of Tract #2 as established July 28, 1971, in Road Record Book A, Page 18.
- 11. Pipeline easement granted to Cities Service Gas Company over the South 65 feet of Tract #2, in Book Misc. 236, Page 203, and Book Misc. 538, Page 300.

shown on plat

(SEE ADDED PAGE)

*60' within street r.o.w. for 45th Street North
5' between north line of street r.o.w. & south line of 20' utility easement.*

(Schedule B continued)

Policy Number 286243-A
OwnersPolicy Number _____
Loan

- Shown on plat*
12. Pipeline easement granted to CRA, Inc. over a 40 foot strip of land being 20 feet at right angles on each side of a line described as follows: Beginning at a point 213.45 feet South and 1,223.2 feet East of the Southwest corner of the Southeast Quarter of Section 24, Township 26 South, Range 1 East, Sedgwick County, Kansas, and running thence Northwesterly to a point 1,156.2 feet North of the Southwest corner of said Southeast Quarter, in Book Misc. 239, Page 563, and Book Misc. 538, Page 465.
 13. Order of the Board of County Commissioners establishing the Bel-Aire Improvement District filed on Film 410, Page 1522.
 14. Case 79C-1617 CKG, Inc., et al -vs- Samuel Paschal, et al. Damages filed July 3, 1979. Pending.
 15. Case 80C-1503 Chester-Kappelman-Gaudreau, Inc. -vs- Paul Mann, et al. Interpleader filed June 16, 1980. Pending.
 16. Case 80C-2547 Sidney L. Tucker and Karen Tucker -vs- Chester-Kappelman-Gaudreau, Inc. Damages filed October 15, 1980. Pending.



SEDGWICK COUNTY COURTHOUSE

COUNTY OF SEDGWICK
DEPARTMENT OF PUBLIC WORKS

1250 S. SENeca
WICHITA, KANSAS 67213

PHONE 268-7901

LAWRENCE E. MULLINS
DIRECTOR OF PUBLIC WORKS

September 19, 1980

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

ATTENTION: Mr. Art Griffiths

RE: Drainage Plan, Kappleman's Bel Aire Heights

Dear Mr. Griffiths:

This office has reviewed the plan for a proposed channel connecting proposed thirty inch storm sewer located at the Northwest corner of the above referenced addition and an existing drainage swale approximately 600 feet north. This office has no objections to the alignments and channel sections as submitted, although we should point out that there may be some conflict with the fill areas shown on the east side of the channel and an existing North/South hedge row. Clarification with owner of property concerning the hedge should be obtained before final easement is prepared.

Final approval of this channel proposal would be contingent upon securing a drainage easement from the individual who owns the land upon which the proposed channel is located, and for your convenience we have enclosed a blank drainage easement form.

If you should have any additional questions regarding the above mentioned items, please contact Mr. Phil Dietrich of this office.

Very truly yours,

L. E. Mullins
Director of Public Works

*Could not be
obtained and therefore
NW corner of plat has
been deleted. LEM
9-27-80*

LEM/PD/bd

enc:

cc: Mr. Paul Graves, City of Wichita
Ms. Louise Olivarez, M.A.P.D. ✓
Plat File

RECEIVED

SEP 23 1980

METROPOLITAN PLANNING
ROUTE Oliver

August 1, 1980

Kenny Hill
Reiss and Goodness Engineers
2160 W. 21st Street
Wichita, Ks. 67203

Re: S/D 79-126 - Final plat of Bel Aire Heights

Dear Mr. Hill:

At the regular meeting of the Metropolitan Area Planning Commission on July 31, 1980, 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 July 25, 1980.

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:

- 10-27 1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 3-20 & 11-5 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 platator.
- 11-5 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: Lester B. Kappelman, 144 N. Oliver, 67208

REISS & GOODNESS ENGINEERS
2100 WEST 21ST STREET - WICHITA, KANSAS 67203 (316) 632-0333

July 31, 1980

RECEIVED

AUG 1 1980

METROPOLITAN PLANNING

ROUTE Louise

Mr. L.E. Mullins
Director of Public Works
1250 S. Seneca
Wichita, Kansas 67213

Re: Drainage Plan, Kappleman's Bel Aire Heights
(Revised Date 7-31-80)

Dear Mr. Mullins:

The above captioned drainage plan has been revised as indicated in your letter dated July 28, 1980. The revisions are as follows:

1. Drainage on Farmstead at the north of the addition has been directed south and the valley gutters at Farmstead and 49th Street have been eliminated.
2. A note has been added to the plan indicating that part of the north-west area of this property will not be platted unless a drainage easement can be obtained.
3. The minimum pad elevations have been revised on the drainage plan and final plat as requested.
4. Notes indicating ditch checks in the channel below the pond have been added to the drainage plan.

A copy of the revised drainage plan is enclosed for your records and copies have been sent to all appropriate agencies.

Sincerely,

REISS & GOODNESS ENGINEERS

Kenny E. Hill

Kenny E. Hill, P.E.

KEH/km

cc: Steve Lackey
Paul Johnston
Louise Olivarez



SEDGWICK COUNTY COURTHOUSE

COUNTY OF SEDGWICK

DEPARTMENT OF PUBLIC WORKS

1250 S. SENECA
WICHITA, KANSAS 67213

PHONE 268-7901

LAWRENCE E. MULLINS
DIRECTOR OF PUBLIC WORKS

July 28, 1980

Mr. Kenny Hill, P. E.
Reiss & Goodness Engineers
2160 West 21st Street
Wichita, Kansas . 67203

RE: Drainage Plan, Kappleman's Bel Aire Heights (Dated 6-16-80)

Dear Mr. Hill:

This office in conjunction with the City of Wichita Engineering has reviewed the above referenced drainage plan and approve the same subject to the following:

1. Drainage on Farmstead Street between Lot 1, Block 2 and Lot 9, Block 1, shall drain from the north to the south to the intersection of Farmstead and 49th Street North. In conjunction, the drainage from the south on the west side of Farmstead should turn west at the intersection of Farmstead and 49th Street, eliminating a north/south valley gutter across 49th Street North.
2. The northwest 14 acres of drainage will require an off site drainage easement to "daylight" the same. If this cannot be obtained at this time, Lot 1 thru 6, Block 2, and Lot 1 thru 6, Block 7, shall not be finalized until such time as the easement is obtained.
3. The following minimum building pad elevations shall be changed to conform with F.I.A. projected 100 Year elevations. Lot 15, Block 8 from 1405 to 1406 Lot 25, Block 8 from 1403 to 1404 based on calculations submitted, all other minimum building pads as shown on the final plat appear to be in order.

Blk 7 on final tracing

RECEIVED

JUL 30 1980

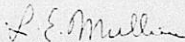
METROPOLITAN PLANNING
ROUTE course

Mr. Kenny Hill, P. E.
Drainage Plan, Kappleman's Bel Aire Heights
July 28, 1980
Page 2

4. Calculations for Reserve B indicate two ditch checks. These need to be shown on the drainage plan. It is requested that these changes be indicated on the drainage plan and submitted to the appropriate agencies for record.

If you should have any questions regarding the above items, contact Mr. Phil Dietrich of this office.

Very truly yours,


L. E. Mullins
Director of Public Works

LEM/PD/bd

cc: Mr. Lackey, City of Wichita Engineering
Mr. Johnston, Flood Control
Ms. Olivarez, M.A.P.D. /
Plat File

July 25, 1980

Kenny Hill
Reiss and Goodness Engineers
2160 W. 21st St.
Wichita, Ks. 67203

Re: S/D 79-126 - Final plat of Bel Aire Heights

Dear Mr. Hill

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 24, 1980, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- OK ✓
- The Floodway*
- A. The applicant shall submit a restrictive covenant providing for the ownership and continued maintenance of Reserves A and X. The covenant shall contain a provision which gives the appropriate governing body authority to maintain these reserves and charge the costs to the owner(s) in the event the owner(s) fail to maintain the reserves.
- ✓ B. The final plat labels temporary turnaround easements at the west ends of 24th St. North and Hedgerow. In addition to indicating the turnarounds on the face of the plat, appropriate wording shall be included in the plat's text. The text shall state that the right-of-way easements will expire at such future time as these streets are extended.
- NOT FINAL
PLATTED C. The applicant shall obtain a drainage easement from the neighboring property owner to the northwest. If this easement cannot be obtained, then Lots 1-6, Block 7 and Lots 1-6, Block 2 shall not be final platted. *Easement could not be obtained.*
- D. ✓ The final plat tracing shall indicate the additional side lot line easements as requested by K.G.&E. and shown on the engineer's marked copy of the plat.
- ✓ E. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

*See letter from Bel Aire Imp. Dist. regarding petitions
see memo from Co. P.W. dated 7-28-80*

Kenny Hill, Reiss and Goodness
Page 2
July 25, 1980

This matter will be forwarded to the Planning Commission for its consideration on July 31, 1980, at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,

Forrest L. Nagley
Junior Planner

FLN:bh

cc: Lester B. Kappelman, 144 N. Oliver, 67208
Dean Sellers, Acting City Engineer
Paul Johnston, Flood Control
P.W. DIETRICH, Co. PUBLIC WORKS.

RECEIVED

JUL 16 1980

METROPOLITAN PLANNING

ROUTE #
 Lovise

July 14, 1980

Metropolitan Area Planning Department
City Hall - 10th Floor
455 N. Main
Wichita, Kansas 67202

Re: Kappelman's Bel Aire Heights

Gentlemen:

The Bel Aire Improvement District has accepted petitions for the construction of street improvements, drainage improvements, sewer extensions, water service and required sidewalks in the proposed Kappelman's Bel Aire Heights Addition. The existing sanitary sewers which will serve this area have an adequate capacity for service for the entire Addition.

BEL AIRE IMPROVEMENT DISTRICT

Beverly K. Manning
President

Final plat
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 79-126 Name Kappelman's Bel Aire Heights
Date Application Rec'd. 10-11-79 Preliminary Approval 4-3-80
Scheduled S/D Meeting 7-24-80

DESCRIPTION

General Location North of 45th St. North in an area ~~west~~^{east} of Edgemoor
as extended from the south.

Owner Lester B. Kappelman
Surveyor/Engineer Reiss and Goodness Engineers
Address 2160 W. 21st, 67203 Phone 832-0213

1. Gross Acreage of Plat 93.9 acres
2. Number of Lots:
 - Residential 212
 - Commercial _____
 - Industrial _____
 - Other Multi-family 17
3. Minimum Lot Frontage 60 ft.
4. Minimum Lot Area 6,500 square ft.
5. Existing Zoning R-1
6. Proposed Zoning AA
7. Lineal Feet of New Streets:
 - a. 64 R/W 4500 ft.
 - b. 66 R/W 1200 ft.
 - c. 70 R/W 2900 ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 2600 ft.
8. Sidewalk adjacent to all streets? yes X no
9. Public Water Supply Yes (Yes-No), Name Bel Aire Improvement District
10. Public Sanitary Sewers Yes (Yes-No), Name Bel Aire Improvement District
11. Health Department Approval (where applicable) Yes (Yes-No)
12. City of Wichita _____: Three-Mile Area X

STAFF COMMENTS:

NOTE: This plat is located within the boundaries of the Bel Aire Improvement District. The applicant's associated zone case (SCZ-0451) requesting "R-1" to "AA" has been approved subject to platting. In addition, an associated conditional use case for multiple family and duplex uses in the "AA" zoning district has also been approved (CU-233).

A. The representative from County Public Works should be prepared to comment on the status of the applicant's final drainage plan.

B. The applicant shall guarantee the extension of sanitary sewer and City water to serve all the lots being platted. Since this plat is located within the Bel Aire Improvement District, the applicant shall obtain a letter from the Improvement District stating that the District has the capacity and is agreeable to providing sewer and water to this subject property. A copy of this letter shall be provided to the Planning Department.

C. The applicant shall guarantee the construction of sidewalks at the following locations:

1. Both sides of Farmstead (collector);
2. Both sides of 49th St. North (collector);
3. Southwest side of Hedgerow adjacent to Lot 1, Block 10, (multiple family development).

D. The applicant shall provide proof, by letter from the C.R.A. Pipeline Company or by copy of the pipeline easement agreement, that a dedication of street right-of-way over a portion of the pipeline easement is acceptable and that utilities and buildings may be located adjacent to the easement without restriction of an established setback from the easement. Any

(over)

Received
7/14/80

relocation or lowering of the pipelines within the easement will not be at the expense of the Improvement District or the County.

- E. The applicant shall submit a restrictive covenant providing for the ownership and continued maintenance of Reserves A and B. The covenant shall contain a provision which gives the appropriate governing body authority to maintain the reserves and charge the costs to the owner(s) in the event the owner(s) fail to maintain the reserves.
- F. The applicant shall guarantee the paving of all interior streets.
- G. The final plat labels temporary turnaround easements at the west ends of 4th St. North and Hedgerow. In addition to indicating the turnarounds on the face of the plat, appropriate wording shall be included in the plat's text. The text shall state that the right-of-way easements will expire at such future time as these streets are extended.
- H. Recording of the plat within 30 days after approval by the Board of City Commissioners.

REISS & GOODNESS ENGINEERS
2160 WEST 21ST STREET - WICHITA, KANSAS 67203 (316) 632-0213

June 30, 1980

RECEIVED

JUL 2 1980

METROPOLITAN PLANNING
ROUTE Louise

Steve Lackey
Engineering Division
Department of Public Works
City Hall - 7th Floor
455 N. Main
Wichita, Kansas 67202

Re: Kappelman's Bel Aire Heights

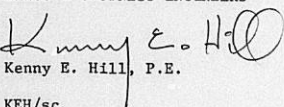
Gentlemen:

The enclosed information is in answer to questions about the Drainage Plan that was discussed in our meeting on April 6th. We obtained additional topographic information on surrounding property as well as cross sections of 45th Street. The Drainage Ditch along 45th Street was re-designed to provide minimum side slopes, maximum velocities acceptable by KDOT Design and maximum clearance over the existing Cities Service Gas Line. Water surface elevations were computed through the area East of the Southeast (West side of Addition) have been revised, as shown. Storm Sewers were added in the Northwest Corner of the Addition. If this plan is acceptable we will try to obtain a Drainage Easement for that area draining Northwest.

Please review this information and give me any comments as soon as possible.

Sincerely,

REISS & GOODNESS ENGINEERS


Kenny E. Hill, P.E.

KEH/sc
Enc.

cc: Lester B. Kappelman
Louise Olivares



REISS & GOODNESS ENGINEERS
2160 WEST 21ST STREET - WICHITA, KANSAS 67203 (316) 632-0321

June 30, 1980

Paul Johnston
Department of Public Works
Maintenance Division
City Hall - 7th Floor
455 N. Main
Wichita, Kansas 67202

Re: Kappelman's Bel Aire Heights

Gentlemen:

The enclosed information is in answer to questions about the Drainage Plan that was discussed in our meeting on April 6th. We obtained additional topographic information on surrounding property as well as cross sections of 45th Street. The Drainage Ditch along 45th Street was re-designed to provide minimum side slopes, maximum velocities acceptable by KDOT Design and maximum clearance over the existing Cities Service Gas Line. Water surface elevations were computed through the area East of the Southeast (West side of Addition) have been revised, as shown. Storm Sewers were added in the Northwest Corner of the Addition. If this plan is acceptable we will try to obtain a Drainage Easement for that area draining Northwest.

Please review this information and give me any comments as soon as possible.

Sincerely,

REISS & GOODNESS ENGINEERS

Kenny E. Hill, P.E.

KEH/sc
Enc.

cc: Lester B. Kappelman
Louise Olivares


REISS & GOODNESS ENGINEERS
2160 WEST 21ST STREET - WICHITA, KANSAS 67203 (36) REG. C. 23

June 30, 1980

Phil Dietrich
Sedgwick County
1250 S. Seneca
Wichita, KS. 67213

Re: Kappelman's Bel Aire Heights

Gentlemen:

The enclosed information is in answer to questions about the Drainage Plan that was discussed in our meeting on April 6th. We obtained additional topographic information on surrounding property as well as cross sections of 45th Street. The Drainage Ditch along 45th Street was re-designed to provide minimum side slopes, maximum velocities acceptable by KDOT Design and maximum clearance over the existing Cities Service Gas Line. Water surface elevations were computed through the area East of the Southeast (West side of Addition) have been revised, as shown. Storm Sewers were added in the Northwest Corner of the Addition. If this plan is acceptable we will try to obtain a Drainage Easement for that area draining Northwest.

Please review this information and give me any comments as soon as possible.

Sincerely,

REISS & GOODNESS ENGINEERS

Kenny E. Hill, P.E.

KEH/sc
Enc.

cc: Lester B. Kappelman
Louise Olivares

Approval of
conditional use
Case requires
a minimum setback
of 40 feet from
45th Street on the
multi-family lot.

April 4, 1980

Reiss and Goodness Engineers
2160 W. 21st
Wichita, Ks. 67203

re: S/D 79-126 - Preliminary plat of Kappleman's Bel Aire Heights

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, April 3, 1980, 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:

- 7-16-80*
- petition to Bel Aire*
- A. Prior to filing a final plat, the applicant shall submit a final drainage plan for review and approval to City Engineering, County Public Works and the Flood Control Office.
 - B. The applicant shall guarantee the extension of sanitary sewer and municipal water to serve all lots being platted. Since this plat is located within the Bel Aire Improvement District, the applicant shall obtain a letter from the Improvement District stating that the District has the capacity and is agreeable to providing sewer and water to this subject property. A copy of this letter shall be provided to the Planning Department.
 - C. The applicant shall guarantee the construction of sidewalks at the following locations:
 1. Both sides of Farmstead (collector);
 2. Both sides of Hedgerow (collector);
 3. Southwest side of Auburn adjacent to Lot 1, Block 10 (multiple family development).
 - D. The 100' x 100' site which has recently been approved for a water tower and which is located within the multi-family lot should be platted as a reserve and designated for water tower purposes.

Reiss and Goodpss Engineers
Page 2
April 4, 1980

- reletter
to final case*
- E. The applicant shall submit a restrictive covenant providing for the ownership and continued maintenance of Reserves A and B. The covenant shall contain a provision which gives the appropriate governing body authority to maintain the reserves and charge the costs to the owner(s) in the event the owner(s) fail to maintain the reserves.
 - F. The applicant shall guarantee the paving of all interior streets.
 - G. The collector street widths shall be 66 feet. Auburn, because it is adjacent to multi-family use, shall also be 66 feet.
 - H. Approval of this preliminary plat is subject to approval of the applicant's associated zone case and conditional use application.
approved 5-7-80
 - I. The final plat shall indicate a temporary turnaround for both Auburn and Hedgerow at the west end of the property.
 - J. Prior to filing a final plat, the applicant shall meet with City and County staff and work out acceptable street names for this plat.
 - K. The easements requested by K.G. and E. shall be shown on the final plat. These easements are shown on the enclosed "marked copy" of the preliminary plat.
 - L. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
 - M. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision 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,

Forrest L. Nagley
Junior Planner

cc: Lester B. Kappleman, 144 N. Oliver, 67208
Dean Sellers, Acting City Engineer
Paul Johnston, Flood Control Engineer
Phil Dietrich, Senior Civil Engineer, County Dept. of Public Works

Street names ^{changes} approved
by Roberts 4-3-80 3PM

Hedgerow to 49th

Auburn to Hedgerow

Antelope Circle

B "

C

D

E

F

to ~~Farmland~~
~~Counts~~

Kappelman's Bel Aire
Heights

Preliminary plat

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 79-126 Name Kappelman's Bel Aire Heights
Date Application Rec'd. 10-11-79 Preliminary Approval _____
Scheduled S/D Meeting April 3, 1980

DESCRIPTION

General Location North of 45th Street North in an area ~~west~~ east
as extended from the south _____ of Edgemoor

Owner Lester B. Kappelman
Surveyor/Engineer Reiss and Goodness Engineers
Address 2160 W. 21st St. Phone 832-0213

- | | |
|---|---|
| 1. Gross Acreage of Plat <u>93.9 acres</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>64</u> R/W <u>4500</u> ft. |
| Residential <u>212</u> | b. <u>66</u> R/W <u>1200</u> ft. |
| Commercial <u>0</u> | c. <u>70</u> R/W <u>2900</u> ft. |
| Industrial <u>0</u> | d. _____ R/W _____ ft. |
| Other <u>Multi-family 17</u> | e. _____ R/W _____ ft. |
| Total Number of Lots <u>229</u> | TOTAL <u>8600</u> ft. |
| 3. Minimum Lot Frontage <u>60</u> ft. | 8. Sidewalk adjacent to all streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> |
| 4. Minimum Lot Area <u>6,500 sq.</u> ft. | |
| 5. Existing Zoning <u>R-1</u> | |
| 6. Proposed Zoning <u>AA</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>Bel Aire Improvement District</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>Bel Aire Improvement District</u> | |
| 11. Health Department Approval (where applicable) <u>Yes</u> (Yes-No) | |
| 12. City of Wichita _____: Three-Mile Area <input checked="" type="checkbox"/> | |

STAFF COMMENTS:

NOTE: This plat is located within the boundaries of the Bel Aire Improvement District. The applicant has filed an associated County zone case requesting "R-1" to "AA" (SCZ-0451). In addition, an associated conditional use case has been filed for multiple family and duplex uses in the "AA" zoning district (CU-233).

- A. The representatives from the City and County Departments of Public Works should be prepared to comment on the status of the applicant's drainage concept plan.
- B. The applicant shall guarantee the extension of sanitary sewer and City water to serve all the lots being platted. Since this plat is located within the Bel Aire Improvement District, the applicant shall obtain a letter from the Improvement District stating that the District has the capacity and is agreeable to providing sewer and water to this subject property. A copy of this letter shall be provided to the Planning Department.
- C. The applicant shall guarantee the construction of sidewalks at the following locations:
1. Both sides of Farmstead (collector);
 2. Both sides of Hedgerow (collector);
 3. Southwest side of Auburn adjacent to Lot 1, Block 10, (multiple family development).
- D. The 100' x 100' site which has recently been approved for a water tower and which is located within the multi-family lot should be platted as a reserve and designated for water tower purposes.
- E. The applicant shall provide proof, by letter from the C.R.A. Pipeline Company or by copy of the pipeline easement agreement,

(Over)

REISS & GOODNESS ENGINEERS
2160 WEST 21ST STREET - WICHITA, KANSAS 67203 (316) 632-0211

March 19, 1980

RECEIVED

MAR 20 1980

METROPOLITAN PLANNING
ROUTE Louise

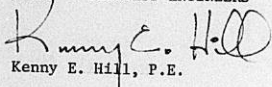
Louise Olivarez
Senior Planner
City Hall, 10th Floor
455 N. Main
Wichita, Kansas 67202

Dear Louise:

The Property Ownership List and Platting Binder for Kapplemans Bel Aire Heights are enclosed.

Sincerely,

REISS & GOODNESS ENGINEERS


Kenny E. Hill, P.E.

KEH/km

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

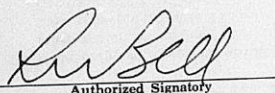
CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate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

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

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

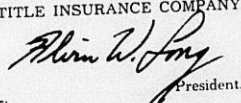
IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

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


Authorized Signatory



CHICAGO TITLE INSURANCE COMPANY


President.

ATTEST:


Secretary.

SCHEDULE A

Number

286243

Effective Date

March 13, 1980 @ 7:00 A.M.

1. Owners Policy to be issued:

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

Amount: Platting Binder

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:

Chester-Kappelman-Gaudreau, Inc.,
a Kansas corporation

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

Tract 1

water tower tower site

The Southeast Quarter of Section 24, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the East 1219.17 feet thereof; and EXCEPT beginning on the Half Section line 156 feet North of the Southwest corner of the said Section 24; thence East 100 feet; thence North 100 feet; thence West 100 feet; thence South 100 feet to the point of beginning.

Tract 2

Government Lot 1, in the Northeast Quarter of Section 25, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the East 1219.17 feet thereof.

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 \$1,705.62 Paid. Key #'s KE-252; KE-252-4; KE-254 and KE-254-4.
9. Easement to Bel Aire Improvement District for a water tower line and access roadway over a tract in the West Half of the Southeast Quarter of Section 24 and in Government Lot 1, in Section 25, all in Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as beginning at the Southwest corner of the Southeast Quarter of said Section 24; thence North along the West line of said Southeast Quarter, 156 feet; thence East 30 feet; thence South parallel to the West line of said Southeast Quarter and the West line of said Government Lot 1 to the North line of 45th Street North as established in Road Record Book A, Page 18; thence West 30 feet to the West line of Section 25; thence North to the point of beginning, as established on Film 410, Page 1440.
10. Roadway easement over the South 40 feet of Tract #2 as established July 28, 1971, in Road Record Book A, Page 18. *45th st.*
11. Pipeline easement granted to Cities Service Gas Company over the South 65 feet of Tract #2, in Book Misc. 236, Page 203, and Book Misc. 538, Page 300.
12. Pipeline easement granted to CRA, Inc. over a 40 foot strip of land being 20 feet at right angles on each side of a line described as follows: Beginning at a point 213.45 feet South and 1,223.2 feet East of the Southwest corner of the Southeast Quarter of Section 24, Township 26 South, Range 1 East, Sedgwick County, Kansas, and running thence Northwesterly to a point 1,156.2 feet North of the Southwest corner of said Southeast Quarter, in Book Misc. 239, Page 563 (and) Book Misc. 538, Page 465.
13. Case #79C-1617 C K G, Inc., et al -vs- Samuel Paschal, et al, Damages filed July 3, 1979. Pending.

EASEMENT

This Agreement made and entered into this 22 day of January, 1980, by and between Lester B. Kappelman and Anne H. Kappelman, husband and wife, First Party, and Bel Aire Improvement District, Second Party, is as follows:

WHEREAS, the First Party are the owners of a part of the Southeast Quarter of Section 24, Township 26, Range 1 East and in the Northeast Quarter of Section 25, Township 26, Range 1 East including the property hereinafter described.

WHEREAS, Second Party desires an easement for a water tower line and access to property within the above referred to Southeast Quarter of Section 24, Township 26, Range 1 East.

WITNESSETH IT THEN, that for One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, First Party hereby grants and conveys to Second Party an easement over the following described real property:

Deed [A tract in the West Half of the Southeast Quarter of Section 24 and in Government Lot 1, in Section 25, all in Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as beginning at the Southwest corner of the Southeast Quarter of said Section 24; thence North along the West line of said Southeast Quarter, 156 feet; thence East 30 feet; thence South parallel to the West line of said Southeast Quarter and the West line of said Government Lot 1 to the North line of 45th Street North as established in Road Record Book A, Page 18; thence West 30 feet to the West line of Section 25; thence North to the point of beginning.] *SE 24 NE 25*

for installation, maintenance and operation of a water tower line and access roadway there situated, this Agreement to be binding upon the heirs, successors, and assigns of the parties hereto.

STATE OF KANSAS }
SEDGWICK COUNTY }
FILED FOR RECORD AT
MAR 10 1980
4 81107
MO. BETTE F. MCCART
REGISTER OF DEEDS

Lester B. Kappelman
Lester B. Kappelman

Anne H. Kappelman
Anne H. Kappelman

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

The foregoing instrument was acknowledged before me this 22 day of Jan, 1980, by Lester B. Kappelman and Anne H. Kappelman, husband and wife.

Richard L. Mackey
Richard L. Mackey
Notary Public
STATE OF KANSAS
SEDGWICK CO. 1980

My Comm./Appt. Expires:

1-8-83

Ma 239

Page 563

RIGHT OF WAY CONTRACT

Contract No. _____ Serial No. _____

FOR AND IN CONSIDERATION of the sum of One Hundred Seventy Seven & 77/100 (\$177-77/100) in hand paid the receipt of which is hereby acknowledged

E. G. Waughman, a single man

hereinafter referred to as Grantor, (whether one or more), does hereby grant unto COOPERATIVE FERTILIZER ASSOCIATION a corporation, hereinafter referred to as Grantee, its successors and assigns the right to lay, maintain, inspect, alter, repair, operate, remove and relay a pipe line or pipe lines for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, under and across the tract of land hereinafter described, to wit: the Southeast Quarter (SE 1/4) of Section 24, & Lot 1 of Section 25 Township 26 South, Range 1 East State of Kansas to wit:

Together with the right of ingress and egress to and from said line or lines, or any of them, for the purpose aforesaid, Grantor to have the right to fully use and enjoy the above described premises, except as to the rights hereinbefore granted, and Grantee hereby agrees to pay any damage which may arise to crops, pasturage, fences or buildings of said Grantor from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, one by Grantee, and the third by the two so appointed, and their written determination of amount to be final and conclusive.

Should more than one pipe line be laid under this grant at any time, an additional consideration, calculated on the same basis per linear rod as the consideration hereinabove recited, shall be paid for each line so laid after the first line.

Grantee shall bury lines below plow depth.

TO HAVE AND TO HOLD said easement, rights, and rights of way unto the said Grantee, its successors and assigns until said easement be exercised, and so long thereafter as the same shall be useful for the above named purposes.

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.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Executed this 22nd day of October 1945

In the presence of:



See Partial Pl. M 296 P. 173
Agreement 11538 p. 465

Ma 239 Page 563

MISCELLANEOUS RECORD 239

564

(Individual Acknowledgment)

STATE OF Kansas
COUNTY OF Sedgwick

Before me, the undersigned, a Notary Public, within and for said County and State, on this 22nd
day of October, 1948, personally appeared E. G. Tangeman,

to me known to be the identical person described in
the within and foregoing instrument, and acknowledged to me that he executed the
said instrument as his free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

My commission expires October 4, 1952

E. G. Tangeman, Jr.
Notary Public



(Corporation Acknowledgment)

MICROFILMED
FROM THE BEST
AVAILABLE COPY

STATES OF KANSAS) SS: In & County,
Sedgwick County, Kansas, on this 22nd day of October, 1948, I, E. G. Tangeman, Jr., Notary Public, do hereby certify that the within and foregoing instrument, and acknowledged to me that he executed the said instrument as his free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

58683

MISCELLANEOUS RECORD 236

C. 1910

21730

203

For and in consideration of the sum of

One Hundred Eighty Eight and ⁴⁰/₁₀₀ Dollars (\$ 188.40)

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

E. H. Jangeman, Single

do hereby grant, convey and warrant to Citizens Street 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, and for the use of the same in the production, use, distribution, and kind, drips, valves, fittings, meters and other equipment and appliances as may be necessary or convenient for such operations, and also construct, reconstruct, maintain, repair, and remove telephone, telegraph, electric, gas, water, and other lines and apparatus, and to use the same, over, and through the following real estate in

State of Texas County of Tarrant City of Ft. Worth Lot 21 Sec 25 Twp 26 R1E

As part of the consideration hereof, Grantee agrees, upon Grantor's written request, therefore, 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 as Grantee transports gas through said pipe line, all subject to governmental restrictions upon the sale, delivery and use of natural gas.

And also from time to time additional such pipe lines, telephone, telegraph and electrical lines and apparatus, 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, and shall also pay reasonable damages in 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 herein not herein expressed.

The grantor represents that the above described land is rented for the period beginning 194

to 194 on

Executed this 24 day of June 1942

E. H. Jangeman

MICROFILMED FROM THE BEST AVAILABLE COPY

MISCELLANEOUS RECORD 236

204

State of Kansas }
Sedgwick County } OKLAHOMA-KANSAS FORM

Before me, a Notary Public in and for said County and State, on this 24th day of June

1948, personally appeared E. G. Tangeman, single

whom I personally know to be the identical and same person or persons who executed the within and foregoing instrument

and duly acknowledged to me that he executed same as his free and voluntary act and deed for the

purpose herein set forth.

Witness my hand and seal this May 5, 1952 day at _____ Notary Public

STATE OF _____

My commission expires _____ Notary Public

STATE OF KANSAS
SEDGWICK COUNTY
THIS INSTRUMENT WAS FILED FOR RECORD ON THE
17th day of _____ 1952
at _____ M. and duly
recorded in book _____ of page _____
REGISTER OF DEEDS
DEPUTY

MICROFILMED
FROM THE BEST
AVAILABLE COPY

538-300

STATE OF KANSAS
Sedgwick County
FILED FOR RECORD AT
5:00
JUN 1 1964
10768
RUFUS E. DEERING
REGISTER OF DEEDS

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of May, 1964, by and between LESTER B. KAPPELMAN and ANNE H. KAPPELMAN, his wife, and R. F. GAUDREAU and JOANNE C. GAUDREAU, his wife, First Parties, herein called "Owners", and CITIES SERVICE GAS COMPANY, a Delaware corporation, with an office in Oklahoma City, Oklahoma, Second Party, herein called "Company",

WITNESSETH: That,

WHEREAS, Company is the owner of that certain valid and subsisting right of way contract, herein called "Contract", dated June 24, 1948, granted by E. G. Tangoman, single, to Company, covering, among other lands not herein material, the following described land, to wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 24 and Lot 1 of Section 25, all in Township 26 South, Range 1 East, EXCEPT the East 1,219.17 feet thereof, Sedgwick County, Kansas, herein called "Owners Tract",

recorded in Book 236 of M., Page 203, Register of Deeds Office, Sedgwick County, Kansas, under which Contract Company owns, operates and maintains a 16-inch high pressure natural gas pipeline, herein called "said pipeline", upon and across said Owners Tract; and,

WHEREAS, Owners, subject to said Contract, represent and warrant to Company they own and are in possession of said Owners Tract; and,

WHEREAS, Owners propose to sub-divide and plat said Owners Tract and have requested Company to modify said Contract as to said Owners Tract by limiting the width of the right of way and releasing the remainder of said Owners Tract from the operation of said Contract; and,

Cities Service Gas Co.
Attn: Legal Dept
700 West 1st St
Oklahoma City

538 300

Cities Service easement (south of this plat)

rec. 3-31

1888 535 22300

WHEREAS, subject to and as provided in this Agreement,
Company is willing to comply with Owners' request.

NOW, THEREFORE, the parties hereto, each in consideration
of the covenants and agreements of the other, hereby mutually
covenant and agree as follows:

1. The Whereas Clauses hereof shall be considered and
held to be contractual in character and not mere recitals.
2. The route of said pipeline across said Owners Tract
is as follows:

Commencing at a point on the West line of Lot 1
of Section 25, Township 26 South, Range 1 East,
approximately 45 feet North of the Southwest
corner thereof; thence in an easterly direction
to a point on the East line of said Owners Tract
approximately 47 feet North of the South line of
said Lot 1.

3. (a) In lieu and in place of said Contract covering
all of said Owners Tract, said Contract shall, from and after the
execution and delivery of this Agreement, cover only the following
described part of said Owners Tract, namely:

The South 65 feet of Lot 1 of Section 25, Township
26 South, Range 1 East, EXCEPT the East 1,219.17
feet thereof, Sedgwick County, Kansas, which land
will hereinafter be called "Retained Strip."

- (b) Except for and excluding the land embraced within
said Retained Strip, Company hereby releases from the operation
of said Contract all of the remainder of the land embraced within
said Owners Tract.

- (c) Said Contract shall stand modified to conform with
the provisions of this Agreement and as so modified shall apply to
said Retained Strip.

4. Owners, for themselves, their successors and assigns,
agree that during the existence and continuance of said Contract,

they and each of them are hereby prohibited, enjoined and restrained from:

(a) erecting any buildings, improvements or structures whatsoever which, without limiting the generality of the foregoing, includes streets and parking lots, EXCEPT highways, roads and streets as provided in Paragraph 7 hereof;

(b) removing or adding soil over said pipeline so that said pipeline shall at no time have less covering than now exists or more than 42 inches, measured from the top of the pipe; and,

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

5. If Owners or their successors and assigns erect, place or permit anything whatsoever to be erected, placed or parked upon said Retained Strip, EXCEPT as provided in Paragraph 7 hereof, then Company, after giving five days' notice in writing to the owner, if known, of the improvements, building, structures or other thing or things so placed or parked upon said Retained Strip, may remove the same at the expense of such owner, and Company, its successors and assigns, shall not be liable for any damages occasioned by any such removal; provided, however, when an emergency in the operation, maintenance or replacement of said pipeline requires prompt action, in company's opinion, then Company shall have the right to remove such thing or things without notice to the owner or owners and without liability for so doing.

6. Failure of Company to give the 5-day notice provided in Paragraph 5, hereof, or to remove any thing or things that may be placed on said Retained Strip shall in no way affect or impair the right of Company thereafter to give such notice and remove such thing or things, nor shall any acquiescence by Company in the existence

of such thing or things upon said Retained Strip constitute a
waiver or relinquishment of Company's right at any time thereafter
to give such notice and remove such thing or things.

7. Owner's have indicated that they propose to (a) construct an access road, to be known as "45th Street North Access Road" running east and west over the North 15 feet of said Retained Strip and (b) construct certain highways, roads, and streets across said Retained Strip area which cross said pipeline at approximate right angles. Accordingly, it is agreed, notwithstanding any express or implied provisions of this Agreement to the contrary, that (c) said access road described in (a) of this paragraph may hereafter be constructed on the North 15 feet of said Retained Strip and (d) said highways, roads, and streets described in (b) of this paragraph may hereafter be constructed and used at approximate right angles across said Retained Strip provided, however, Owners or their successors and assigns shall first (e) give Company written notice 30 days prior to the commencement of the construction of said highways, roads, and streets and furnish Company a copy of the plat which Owners intend to record showing the exact location and width of each such crossing, and (f) pay Company its estimated cost of encasing with larger pipe, its said pipeline at each such crossing.

Company agrees: (a) within a reasonable time after receipt of such notice and plat from said Owners, to submit to Owners an estimate of the cost of encasing its said pipeline at each such crossing; (b) after receipt of such payment from Owners, to within a reasonable time commence encasing its said pipeline at each such crossing; (c) to furnish the labor and materials necessary to perform the work of encasing each such crossing and to complete same with due diligence and in a workmanlike manner; and (d) to refund to Owners the excess, if any, of their payment over and above Company's actual cost of doing such work.

6. The following hereby is delivered from said Contract with respect to said Owners Tract, namely:

"As part of the consideration hereof, Grantee agrees, upon Grantor's written request therefor, to make a tap upon its gas pipeline 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 Pipeline and continue to so sell, or cause to be sold, such gas as long as Grantee transports gas through said pipeline, all subject to governmental restrictions upon the sale, delivery and use of natural gas."

This Agreement shall be binding upon the parties hereto and their respective voluntary and involuntary successors in interest.

Signed and delivered the day and year first hereinabove written.

Lester B. Kappelman
LESTER B. KAPPELMAN

Anne H. Kappelman
ANNE H. KAPPELMAN

R. P. Gaudreau
R. P. GAUDREAU

Joanne G. Gaudreau
JOANNE G. GAUDREAU

CITIES SERVICE GAS COMPANY

By *Cliff D. Rogers*
Cliff D. Rogers, Vice President

F. H. Harfick, Jr.
F. H. Harfick, Jr., Asst. Secretary
CITIES SERVICE GAS COMPANY
SEMI-ANNUAL MEETING
DELAWARE

538 72303

FILMED

STATE OF KANSAS
REGISTER OF DEEDS
FILED
JUN 4 1964
11232
EUFUS E. DEERING
REGISTER OF DEEDS

C. R. A.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 21st day of May, 1964, by and between BESTER B. KAPPELMAN and ANNE H. KAPPELMAN, his wife, and R. F. GAUDREAU AND JOANNE G. GAUDREAU, his wife, First Parties, herein called "OWNERS", and CRA, INC., Second Party, herein called "COMPANY".

W I T N E S S E T H: That,

WHEREAS, Company is the owner of that certain valid and subsisting right-of-way contract, herein called "CONTRACT", dated October 22, 1948, granted by E. G. Tangeman to Company covering the following described land, to-wit:

The Southeast Quarter (SE/4) of Section 24 and Lot 1 of Section 25, all in Township 26 South, Range 1 East, Sedgwick County, Kansas, (except the East Half (E/2) thereof partially released by the Company the 29th day of October 1952, in a Partial Release of Pipeline Right-of-Way grant recorded in Book 296 of N., Page 173, Register of Deeds office, Sedgwick County, Kansas, herein called "OWNERS TRACT"),

recorded in Book 239 of N., Page 563, Register of Deeds office, Sedgwick County, Kansas, under which Contract Company owns, operates and maintains a pipeline, herein called "SAID PIPELINE", upon and across said Owners Tract; and,

WHEREAS, Owners, subject to said Contract, represent and warrant to Company they own and are in possession of said Owners Tract; and,

WHEREAS, Owners propose to sub-divide and to plat said Owners Tract and have requested Company to modify said Contract as to said Owners Tract by limiting the width of the right-of-way and releasing the remainder of said Owners Tract from the operation of said Contract; and,

WHEREAS, subject to and as provided in this Agreement, Company is willing to comply with Owners' request.

5
Spencer Deering
830 First Nat'l

MISC 538 rec 465

KAPPELMAN'S BEL AIR HEIGHTS (S/D 79-126)

C.R.A. agreement

NOW, THEREFORE, the parties hereto, each in consideration of the covenants and agreements of the other, hereby mutually covenant and agree as follows:

1. The Whereas Clauses hereof shall be considered and held to be contractual in character and not mere recitals.
2. The route of said pipeline across said Owners Tract is as follows:

Beginning at a point 213.45 Feet South and 1,223.2 Feet East of the Southwest corner of the Southeast Quarter (SE/4), Section 24, Township 26 South, Range 1 East, Sedgwick County, Kansas, and running thence Northwesterly to a point 1,156.2 Feet North of the Southwest Corner of said Southeast Quarter (SE/4).

3. (a) In lieu and in place of said Contract covering all of said Owners Tract, said Contract shall, from and after the execution and delivery of this Agreement, cover only the following described part of said Owners Tract, namely:

A 40 foot easement being 20 Feet at right angles on each side of a line described as follows:
Beginning at a point 213.45 Feet South and 1,223.2 Feet East of the Southwest corner of the Southeast Quarter (SE/4), Section 24, Township 26 South, Range 1 East, Sedgwick County, Kansas, and running thence Northwesterly to a point 1,156.2 Feet North of the Southwest corner of said Southeast Quarter (SE/4).

which land will hereinafter be called "RETAINED STRIP".

- (b) Except for and excluding the land embraced within said Retained Strip, Company hereby releases from the operation of said Contract all of the remainder of the land embraced within said Owners Tract.

- (c) Said Contract shall stand modified to conform with the provisions of this Agreement and as so modified shall apply to said Retained Strip.

4. Owners, for themselves, their successors and assigns, agree that during the existence and continuance of said Contract, they and each of them are hereby prohibited, enjoined and restrained from:

- (a) erecting any building, improvements or structures whatsoever which, without limiting the generality of the foregoing, includes streets and parking lots, EXCEPT highways, roads and streets as provided in Paragraph 7 hereof;

(b) removing or adding soil over said pipeline so that said pipeline shall at no time have less covering than now exists or more than 42 inches, measured from the top of the pipe; and;

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

5. If Owners or their successors and assigns erect, place or permit anything whatsoever to be erected, placed or parked upon said Retained Strip, EXCEPT as provided in Paragraph 7 hereof, then Company, after giving five days' notice in writing to the owner, if known, of the improvements, buildings, structures or other thing or things so placed or parked upon said Retained Strip, may remove the same at the expense of such owner, and Company, its successors and assigns, shall not be liable for any damages occasioned by any such removal; provided, however, when an emergency in the operation, maintenance or replacement of said pipeline requires prompt action, in company's opinion, then Company shall have the right to remove such thing or things without notice to the owner or owners and without liability for so doing.

6. Failure of Company to give the 5-day notice provided in Paragraph 5, hereof, or to remove any thing or things that may be placed on said Retained Strip shall in no way affect or impair the right of Company thereafter to give such notice and remove such thing or things, nor shall any acquiescence by Company in the existence of such thing or things upon said Retained Strip constitute a waiver or relinquishment of Company's right at any time thereafter to give such notice and remove such thing or things.

7. Since Owners indicate that they propose to construct certain highways, roads and streets across said Retained Strip, it is agreed by the Company, notwithstanding any express or implied provision of this Agreement to the contrary, that highways, roads and streets may hereafter be constructed and used across and upon said Retained Strip, provided however, Owners or their successors and assigns shall first give Company written notice 30 days prior

to the commencement of the construction of said highways, roads and streets and furnish Company a copy of the plat which Owners intend to record showing the exact location and width of each such crossing.

This Agreement shall be binding upon the parties here- to and their respective voluntary and involuntary successors in interest.

Signed and delivered the day and year first hereinabove written.

Lester D. Kappelman
LESTER D. KAPPELMAN

Anne H. Kappelman
ANNE H. KAPPELMAN

R. F. Gaudreau
R. F. GAUDREAU

Juanne C. Gaudreau
JUANNE C. GAUDREAU

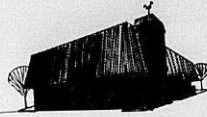
ATTEST:

W. Gordon Leith
W. Gordon Leith, Secretary

CRA, INC.
(formerly COOPERATIVE REFINERY ASSOCIATION)

Homer Young
Homer Young, President

Chester • Kappelman • Gaudreau *Realtors*



March 14, 1980

Metropolitan Area Planning Department
City Hall
Wichita, Kansas

GENERAL OFFICE:
144 N. OLIVER WICHITA, KANSAS 67209
TELEPHONE (316) 682-5581

WEST OFFICE:
1225 N. WEST ST. WICHITA, KANSAS 67203
TELEPHONE (316) 943-1221

NORTH OFFICE: 1542 E. 61st N.
~~XXXXXX~~ WICHITA, KANSAS 67218
TELEPHONE (316) ~~XXXXXX~~ 744-2014

Re: Kappelman's Bel Aire Heights

Gentlemen:

Please be advised that we shall prepare deed restrictions as necessary to insure quality homes on all lots, and currently have in mind new, single family structures that would sell in the general range of \$60,000 to \$90,000, architectural approval being required by a sub-division committee.

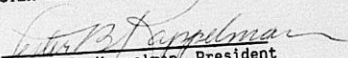
We would propose to finance improvements including streets, sewer, etc. by petition to the Bel Aire Improvement District, who would finance them by revenue bonds just as they have done in Pearson's First Addition and other sub-divisions within the Bel Aire Improvement District.

We are thinking in terms of paved streets with roll-top curbs, central sewer system installed to connect with the current system, central water supply from the Bel Aire system, and natural gas and electric lines to be installed by the utility companies who supply the area, and a surface drainage plan that would feature the impoundment of water in the areas so reserved and shown on the plat as reserves A and E.

We would hope that we will be permitted to retain title to the reserves until such time as a public authority would accept title to them for park purposes. It is not our desire to form a Homeowner's Association at this time, inasmuch as the other additions in the Bel Aire Improvement District did not find it necessary to do so during their development stages, and we would hope subdividing and development here can be expedited by eliminating same.

If you have further questions, please advise.

Very truly yours,
CHESTER-KAPPELMAN-GAUDREAU, INC.

By 
Lester B. Kappelman, President



REALTOR

LBK/ek

MEMBERS

WICHITA BOARD OF REALTORS
NATIONAL INSTITUTE OF REAL ESTATE BROKERS

NATIONAL ASSOCIATION OF REALTORS

WICHITA ASSOCIATION OF HOME BUILDERS
NATIONAL ASSOCIATION OF HOME BUILDERS



REISS & GOODNESS ENGINEERS
2100 WEST 21st STREET - WICHITA, KANSAS 67203 (316) 632-0213

February 11, 1980

RECEIVED

FEB 13 1980

METROPOLITAN PLANNING
ROUTE Force

Yash Desai
Engineering Division
Department of Public Works
City Hall - 7th Floor
455 N. Main
Wichita, Kansas 67202

Re: Kappelman's Bel Aire Heights

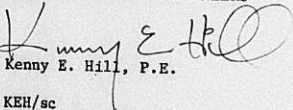
Dear Mr. Desai:

Enclosed is a copy of the Grading Plan, the Design Calculations and Preliminary Plat of the above captioned Addition. The Preliminary Plat will be submitted to the Planning Department very soon and we hope to resolve the question of drainage at the Utility Advisory Committee Meeting.

If you have any questions about our proposal, please call.

Sincerely,

REISS & GOODNESS ENGINEERS


Kenny E. Hill, P.E.

KEH/sc
Enc.

cc: Lester B. Kappelman/144 N. Oliver
Louise Olivares/MAPD

cc: Phil Dietrich/Sedgwick County
Paul Johnston/Maintenance Division

THE CITY OF WICHITA

OFFICE OF Flood Control and Landfill Div. DATE Nov. 6, 1979

RECEIVED

NOV - 8 1979

METROPOLITAN PLANNING

ROUTE Local

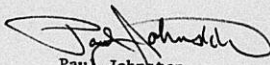
TO Louisc Olivarez, Jr. Planner, MAPD

FROM Paul Johnston

SUBJECT - Sketch Plat Lester B. Kappelman Addn.

Reference is made to my previous conversation to you regarding subject plat. This memo confirms my comments of that discussion as follows:

- 1) Request topo information pertaining to drainage. The Sketch Plat shows lots being developed over natural drainageway serving as an outfall from an existing pond. Redesign may be necessary to provide for the drainage right-of-way or easement.
- 2) Sanitary sewer extension is required with the possible acquisition of easements, approval by both the City and Bel Aire Improvement District along with the necessary fees.
- 3) May be a problem with the sewer depth requiring a lift station.


Paul Johnston

PJ/glm

cc: Lester B. Kappelman Addn. Plat File

November 6, 1979

Mr. Kanny Hill
Reiss and Goodness Engineers
2160 W. 21st Street
Wichita, Kansas 67203

Re: S/D 79-126 - Sketch plat of Lester Kappelman's property
in Sec. 24-26-1E.

Dear Mr. Hill:

We have reviewed the above referenced sketch plat with other
City and County departments and offer the following comments:

- A. 49th Street North, as platted to the east of this property is designated as a collector street. Therefore, it should be continued as an east-west collector street through this property, although not on the half section line.
- B. Both the Flood Control office and the County Engineer's office are concerned about how you propose to handle the drainage from the pond southward. Also, the existing drainage north of the pond cuts through several proposed lots. You may wish to discuss this matter with Paul Johnston and Phil Dietrich prior to filing a preliminary plat and drainage plan.
- C. Water and sewer will need to be provided by the Bel-Aire Improvement District. The Wichita Sewer Maintenance Division has advised that the depth of the sewer may require a lift station.
- D. The 100' x 100' site which was recently approved for a water tower and which is located within the multi-family lot should be platted as a reserve and designated for water tower purposes. An access easement to the site will be necessary.
- E. Most pipeline companies require a 50-foot building setback from the center of a pipeline. If this is the case here, the setback line should be noted on the plat.

Mr. Kenny Hill
November 6, 1979
Page 2

- F. Setbacks should be labeled on all corner lots. Twenty-five foot front yard minimum and fifteen foot side yard minimum is required on the single-family and duplex lots. We recommend a twenty-five foot setback from both streets on the multi-family lot.
- G. Complete access control to 45th Street from the low-density lots and partial access control from the multi-family lot shall be labeled on the plat.
- H. Street names shall be shown on the preliminary plat.
- I. The applicant will need to file a zone change request from "R-1" to "AA" and a conditional use permit for the duplexes and apartments. The zone change request (SCZ-0255) which was filed in 1970 was never completed. That request was for "LC" and "AA" with a conditional use permit for apartments on all of the "AA" zoned land. Since the proposed use of the site has changed and since the original case was never scheduled for governing body review (at the applicant's request) a new application and new public hearing will be necessary before a final plat can be approved.

You may proceed with a preliminary plat of this property. Prior to or at the time of submission of the preliminary plat, a drainage concept plan should be submitted to both the City and County Engineers' offices for review.

If you wish to discuss this sketch plat further, or if you have any questions regarding our comments and requirements, please call.

Sincerely,

Louise Olivarez
Senior Planner

LO:hh

cc: Lester B. Kappelman, 144 N. Oliver, 67208

Sketch plot comments:

Paul Johnston — 10-30-79:

1. need topo
2. sketched shows several lots over existing natural drainage way
3. need approval from City and Bel Aire for sanitary sewer. May need sewer lift station

Phil Dietrich — 10-31-79:

1. need to know how it is proposed to drain south from pond into existing channel

Otto — 10-25-79:

water from Bel Aire
ask Winkler re sewer

FORM 29-001

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 737 AMOUNT

NAME

ADDRESS

FUND

DUE DATE

COMMENTS

DATE

BY

Map No.: 5853
Section No.: 24
Twp. No.: 26
Range: 1E

S/D No. 79-126

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Kappelman Property (tentative name)
General Location: north of 45th Street North and Edgemont in an area west of Edgemont as extended east from the south
Name of Property Owner: Lester B. Kappelman
Address: 144 North Oliver 67208 Phone: 682-5581
Name of Subdivider: same as above Phone: _____
Address: _____
Name of Agent/Surveyor: Reiss & Goodness Engineers
Address: 2160 West 21st 67203 Phone: 832-0213
Date of Application: 10-16-79

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 93.9 acres
2. Number of Lots:
Residential 212
Commercial 0
Industrial 0
Other Multi-family 17
Total Number of Lots 229
3. Minimum Lot Frontage 60 ft.
4. Minimum Lot Area 6500 sq. ft.
5. Existing Zoning R-1
6. Proposed Zoning AA
7. Lineal Feet of New Streets:
a. 64 R/W 4500 ft.
b. 66 R/W 1200 ft.
c. 70 R/W 2900 ft.
d. _____ R/W _____ ft.
e. _____ R/W _____ ft.
TOTAL 8600 ft.
8. Sidewalk adjacent to all streets? yes x no
9. Public Water Supply (Yes-No), Name Bel Aire Improvement District
10. Public Sanitary Sewers (Yes-No), Name Bel Aire Improvement District
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: Lester B. Kappelman

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

Received by L.O.
Date 10-11-79
Fee Submitted none
(Sketch)

\$ 737⁰⁰ with
prelim

T9-301B
(2-71)

SEND COPY OF RECORD
COPY TO BE
HAVE BEEN