

PLAT NO. S/D 81-12 MAP NO. 5349D

NAME MARINA LAKE FIFTH ADDITION

LOCATION: In an area south of 21st St. North, on the
west side of Amidon Ave.

ENGINEER Baughman Co., P.A. (Agent: Alan McHenry)

OWNER Marina Lake Dev., Inc., et al

APPLICATION FILED 2-6-81

SKETCH PLAT FILED _____

PRELIMINARY FILED 2-6-81

S/D ACTION 2-19-81 approve

FINAL FILED _____

S/D ACTION 3-19-81 refer 2 wks, 4-2-81 approve

MAPC ACTION 4-9-81 approve

BCC ACTION 5-19-81 Approved

RECORDED 8/3/81

REMARKS DP-23 and 7-2332

S/D-81-12 - MARINA LAKE FIFTH ADD.
In an area south of 21st St. North
on the west side of Amidon Ave.
Baughman Co., P.A.
Agent: Alan McHenry

⁴
POSTED
2-10-81
27

ACTION

	DATE
S/D COMMITTEE (Admin) approve	2-19-81
S/D (final) after 2 weeks	3-19-81
M.A.P.C. approve	4-9-81
B.C.C./B.C.C.C. approved	5-19-81
S/D (final) approve	4-2-81

August 7, 1981

Donald C. Gisick, City Clerk
Jack H. Galbraith, Chief Planner

Z-2332 - Zone Change from "B" to "BB"; and
S/D 81-12 - Marina Lake Fifth Addition

At the regular meeting of the Board of City Commissioners on May 5, 1981, the above captioned request for zone change was considered and approved in part, denied balance, subject to platting, and the City Clerk was instructed to withhold publication of the ordinance establishing the zone change until such time as the plat has been recorded. The associated plat was approved by the Board of City Commissioners on May 19, 1981.

This is to advise you that the final plat of Marina Lake Fifth Addition was recorded with the Register of Deeds on August 3, 1981 and, therefore, the ordinance establishing the zone change may now be published.

Jack H. Galbraith
Chief Planner

JHG:el

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number	81-12	Name	Marina Lake Fifth Addition
Application & Sketch Filed:			2-6-81
Preliminary Plat Filed:	2-6-81	Approved by S/D:	2-19-81
Final Plat Filed:	3-6-81	Approved by S/D:	4-2-81
Approved by Metropolitan Area Planning Commission:			4-9-81

DESCRIPTION

General Location: In an area south of 21st Street North on the west side of Amidon

Surveyor or Engineer: Baughman Company
Owner: Marina Lake Drive, Inc.
Address: 11800 West Highway 54, 67209

- | | | | |
|--------------------------------|-----------|-----------------------|----------------------|
| 1. Gross Acreage of Plat | 15 | 6. Access Control | |
| 2. Number of Lots | | St. Amidon | No. Openings one (1) |
| Residential | 1 | St. _____ | No. Openings _____ |
| Commercial | _____ | St. _____ | No. Openings _____ |
| Industrial | _____ | 7. Req'd Improvements | |
| Other | Other 2 | St. Paving | Water X |
| Total Number of Lots: | 3 | Sidewalk | Drainage _____ |
| 3. Minimum Lot Area: | 1.8 Acres | Sewer | X Other _____ |
| 4. Existing Zoning: | B | | |
| 5. Special Problems Discussed: | _____ | | |

Associated zone case Z-2332 "B" to "BB" for Lots 1 and 2 and Community Unit Plan DP-23 have been approved subject to platting. 100% petitions for extension of sanitary sewer and City water have been submitted along with a certificate confirming the petitions.

PLANNING COMMISSION RECOMMENDATION: Approve the plat subject to recording within thirty (30) days after approval by the Board of City Commissioners and subject to granting by separate instrument the access easements and showing the recording data for these easements on the face of the plat.

Bayouth moved, Gardner seconded and it carried unanimously. Wright was absent. One vacancy.

ACTION: Receive and file the water engineering feasibility report, adopt the resolution of finding and the resolution ordering and directing the water system improvement; approve the petitions and instruct the Director of Law to prepare the necessary resolution instruct the City Clerk to file the certificate of petitions with the Register of Deeds, the recording cost of which shall be billed to the applicant; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign; instruct the Planning Department to withhold release of the plat for recording until the access easements have been granted, recorded and the recording data shown on the final plat tracing.

THIS INDENTURE is made this 5th day of June, 1981 by Marina Lake Drive, Inc., hereinafter referred to as "Grantor".

WITNESSETH:

That said Grantor, who is the owner of all of Lots 1, 2, and 3, Marina Lake Fifth Addition, an addition to Wichita, Sedgwick County, Kansas, does hereby grant and create a perpetual joint access easement over and across the north 23 feet of Lot 1; and the south 23 feet of Lot 2; and the south 23 feet of Lot 3 adjacent to Lot 1; as well as the south 35 feet of Lot 3 adjacent to the north boundary of Reserve "A"; all of which area is shown as a 46 foot access and utility easement and then a 35 foot easement on the plat for Marina Lake Fifth Addition.

Such joint access easement over and across the above described real estate shall be for the purpose of providing a joint ingress and egress to Amidon Avenue for Lots 1, 2, and 3 of Marina Lake Fifth Addition.

The responsibility for constructing and maintaining the 24 foot paved access improvement and the approach shall be borne by the owner or respective individual owners of the property over which the easement is granted.

Should the above described paved access improvement not be constructed, then the Owner of Lot 2, at the request of the Owner of Lot 3, shall provide and pay with reasonable diligence for the initial paving of the joint access and utility easement over the area that is located in Lot 2 as well as the area located in Lot 1, but adjacent to Lot 2.

The 24 foot fire lane easement referenced in same area as the access easement on the above described plat shall connect with the existing fire lane easement over the adjoining westerly property at a point commencing with the northwest boundary of Reserve A and proceeding 24 feet northeast along the westerly boundary of the platted property.

Such joint access easement shall run with the land and be binding upon and inure to the benefit of the heirs, successors and assigns of Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

ATTEST:

MARINA LAKE DRIVE, INC.

By J. B. Samra
J. B. Samra, President

Fred H. Corner, Secretary

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
JUN 22 1981
BETTE F. McCART
REGISTER OF DEEDS

6-24-81

Note: the suggested changes were not made on these documents prior to recording

Pat Kettler Deputy

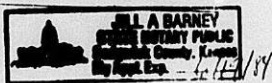
STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 5th day of June, 1981, before me, a Notary Public in and for said county and state, came J. B. Samra, President of Marina Lake Drive, Inc., to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf and as the act and deed of said company.

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

My appointment expires _____

Will A. Barney
Notary Public



CERTIFICATE

I, _____, Register of Deeds in and for said County and State, do hereby certify that the within and foregoing is a full, true and correct copy of an instrument which was filed for record in my office on the _____ day of _____, 19____, A.D.,

In Book _____ at Page _____ File Number _____
Witness my hand and official seal at Wichita, Kansas,

This _____ day of _____, 19____, A.D.

Register of Deeds, Sedgwick County, Kansas

By _____ Deputy

JOINT INGRESS AND EGRESS EASEMENTS

THIS INDENTURE is made this 5th day of June, 1981 by Marina Lake Drive, Inc., hereinafter referred to as "Grantor".

WITNESSETH:

That said Grantor, who is the owner of all of Lots 1, 2, and 3, Marina Lake Fifth Addition, an addition to Wichita, Sedgwick County, Kansas, does hereby grant and create perpetual joint ingress and egress easements over and across the West 30 feet of the East 50 feet of Lot 2; as well as the East 24 feet of Lot 3; each of which easements is shown as a 30 foot and 24 foot ingress and egress easement, respectively, on the plat for Marina Lake Fifth Addition.

Such joint ingress and egress easements over and across the above described real estate shall be for the purpose of providing a joint ingress and egress for Lots 1, 2, and 3 of Marina Lake Fifth Addition.

The responsibility for constructing and maintaining the paved ingress and egress easements shall be borne by the owner or respective individual owners of the property over which the respective easement is granted.

Such joint ingress and egress easements shall run with the land and be binding upon and inure to the benefit of the heirs, successors and assigns of Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

ATTEST:

MARINA LAKE DRIVE, INC.

Fred H. Corner
Fred H. Corner, Secretary

By *J. B. Samra*
J. B. Samra, President

STATE OF KANSAS)
) s.s:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 5th day of June, 1981, before me, a Notary Public in and for said county and state, came J. B. Samra, President of Marina Lake Drive, Inc., to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf and as the act and deed of said company.

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

Jill A. Barney
Notary Public

My appointment expires:

JILL A. BARNEY
STATE NOTARY PUBLIC
Sedgwick County, Kansas
My Appt. Exp. 6/19/84

STATE OF KANSAS }
SEDGWICK COUNTY }
FILED FOR RECORD AT
.....S.C. 21M

JUN 22 1981
5 43:25AM

NOT
BETIE F. MCCARTY
REGISTERED IN DE 108

Pat Kuttler Deputy

MICROFILMED
FROM THE BEST
AVAILABLE COPY

JOINT ACCESS EASEMENT

THIS INDENTURE is made this _____ day of May, 1981 by Marina Lake Drive, Inc., hereinafter referred to as "Grantor".

W I T N E S S E T H:

That said Grantor, who is the owner of all of Lots 1, 2, and 3, Marina Lake Fifth Addition, an addition to Wichita, Sedgwick County, Kansas, does hereby grant and create a perpetual joint access easement over and across the north 23 feet of Lot 1; and the south 23 feet of Lot 2; and the south 23 feet of Lot 3 adjacent to Lot 1; as well as the south 35 feet of Lot 3 adjacent to the north boundary of Reserve "A"; all of which area is shown as a 46 foot access and utility easement and then a 35 foot easement on the plat for Marina Lake Fifth Addition.

Such joint access easement over and across the above described real estate shall be for the purpose of providing a joint ingress and egress to Amidon Avenue for Lots 1, 2, and 3 of Marina Lake Fifth Addition.

* The responsibility for constructing and maintaining the paved access improvement shall be borne by the owner or respective individual owners of the property over which the easement is granted.

working out the improvement of lots 2 & 3

Should the above described paved access improvement not be constructed ^{prior to the start of development on Lot 3,} then the Owner of Lot 2, at the request of the Owner of Lot 3, shall provide and pay with reasonable diligence for the initial paving of the joint access and utility easement over the area that is located in Lot 2 as well as the area located in Lot 1, ~~but adjacent to Lots 2 & 3~~.

The 24 foot fire lane easement referenced in same area as the access easement on the above described plat shall connect with the existing fire lane easement over the adjoining westerly property at a point commencing with the northwest boundary of Reserve A and proceeding 24 feet northeast along the westerly boundary of the platted property.

Such joint access easement shall run with the land and be binding upon and inure to the benefit of the heirs, successors and assigns of Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

MARINA LAKE DRIVE, INC.

ATTEST:

By _____
J. B. Samra, President

Fred H. Corner, Secretary

* The 24-foot ^{wide} fire lane easement within this 35- to 46-foot-wide access easement shall be paved to a standard acceptable to the Wichita Fire Department for use by vehicular fire-fighting equipment.

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, That on this _____ day of May, 1981, before me, a Notary Public in and for said county and state, came J. B. Samra, President of Marina Lake Drive, Inc., to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf and as the act and deed of said company.

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

Notary Public
My appointment expires _____

5-13

JOINT INGRESS AND EGRESS EASEMENTS

THIS INDENTURE is made this _____ day of May, 1981 by Marina Lake Drive, Inc., hereinafter referred to as "Grantor".

W I T N E S S E T H:

That said Grantor, who is the owner of all of Lots 1, 2, and 3, Marina Lake Fifth Addition, an addition to Wichita, Sedgwick County, Kansas, does hereby grant and create perpetual joint ingress and egress easements over and across the West 30 feet of the East 50 feet of Lot 2; as well as the East 24 feet of Lot 3; each of which easements is shown as a 30 foot and 24 foot ingress and egress easement, respectively, on the plat for Marina Lake Fifth Addition.

Such joint ingress and egress easements over and across the above described real estate shall be for the purpose of providing a joint ingress and egress for Lots 1, 2, and 3 of Marina Lake Fifth Addition.

The responsibility for constructing and maintaining the paved ingress and egress easements shall be borne by the owner or respective individual owners of the property over which the respective easement is granted.

Such joint ingress and egress easements shall run with the land and be binding upon and inure to the benefit of the heirs, successors and assigns of Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

ATTEST:

MARINA LAKE DRIVE, INC.

Fred H. Corner, Secretary

By _____
J. B. Samra, President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of May, 1981, before me, a Notary Public in and for said county and state, came J. B. Samra, President of Marina Lake Drive, Inc., to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf and as the act and deed of said company.

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

My apointment expires _____

Notary Public

What if owner of Lot 2 does not want to have or maintain the easement

If owner of Lot 2 does not want to maintain the 30-ft easement then it does not benefit lots 1 or 2 at all

McNairia Lakes 5th

AMERICAN LAND TITLE ASSOCIATION COMMITMENT - 1966

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 Oyster
Authorized Signatory



SCHEDULE A

Number
295390

Effective Date
January 15, 1981 @ 7:00 A.M.

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

Metropolitan Area Planning Department

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

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

Marina Lake Drive, Inc.

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

Part of Government Lot 1 in the Northwest Quarter of Section 7, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, commencing at the Northeast corner of said Lot 1, thence South 0°14'05" West along the East line of said Lot 1, 1120.32 feet for a place of beginning; thence North 88°12'55" West 130 feet; thence North 0°04'05" East 15 feet; thence South 89°56'09" West 455.06 feet; thence North 54°26'07" West 251.68 feet; thence North 70°56'58" West 959.77 feet; thence South 12°11'35" West 232.9 feet more or less to the left (North) bank of the Arkansas River, thence Southeasterly along said left bank to the East line of said Lot 1; thence North 0°14'05" East 885 feet, more or less, to the place of beginning.

04'

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): 1979 taxes \$3,457.25+, not paid. 1980 taxes \$1,949.32+, not paid. Key # A-8679-76-4
9. A temporary right of way and easement for construction of an embankment over, along and under the following: Beginning at the point of intersection of the left bank of the Arkansas River and the East line of the Northwest Quarter of Section 7, Township 27 South, Range 1 East of the Sixth Principal Meridian; thence North along said East line a distance of 300 feet; thence Southwesterly to a point on the left bank of the Arkansas River 240 feet West of the East line of said Northwest Quarter; thence Southeasterly along said left bank to the point of beginning, as granted in Book Misc. 521, Page 180.
10. Sewer right of way granted to the City of Wichita over the following: Beginning at a point 200 feet South and 50 feet West of the Northeast corner of the Northwest Quarter of Section 7, Township 27 South, Range 1 East of the Sixth Principal Meridian; thence South parallel to the East line of said Northwest Quarter a distance of 1100 feet; thence West 50 feet; thence North 1100 feet thence to a point 50 feet West of the point of beginning; thence East to the point of beginning, as established in Book Misc. 521, Page 182.
11. Right of way over the East 50 feet and the West 10 feet of the East 60 feet of the North 404.68 feet of captioned property for street purposes as established in Book Misc. 521, Page 187 and in Deed Book 1485, Page 154.

(SEE ADDED PAGE)

(Schedule B continued)

Policy Number 295390

Owners

Policy Number _____

Loan

12. Lack of direct access to Amidon Avenue from the premises in question, such right of access having been granted to The City of Wichita, in Book Misc. 521, Page 187 and in Deed Book 1456, Page 563.
13. Sewer right of way over a strip of land being 35 feet in width lying adjacent to and northerly of the following described line: Commencing at the Northeast corner of Government Lot 1 in the Northwest Quarter of Section 7, Township 27 South, Range 1 East; thence South $00^{\circ}04'05''$ West along the East line of said Government Lot 1, a distance of 1350 feet; thence North $88^{\circ}12'55''$ West, 60.03 feet; thence North $89^{\circ}57'43''$ West 584.53 feet for a place of beginning; thence North $59^{\circ}25'05''$ West, 192.03 feet; thence North $61^{\circ}28'20''$ West 544.65 feet; thence North $77^{\circ}13'25''$ West 472.52 feet; existing therein a 24' width surface drive.

Also a strip of land 20 feet in width lying adjacent to and Easterly of the following described line: Commencing at the Northeast corner of Government Lot 1 in the Northwest Quarter of Section 7, Township 27 South, Range 1 East; thence South $00^{\circ}04'05''$ West along the East line of said Government Lot 1, a distance of 1120.32 feet; thence North $88^{\circ}12'55''$ West 130 feet; thence North $00^{\circ}14'05''$ East 15 feet; thence South $89^{\circ}56'09''$ West 455.06 feet; thence North $54^{\circ}26'07''$ West 194.13 feet for a place of beginning; thence South $16^{\circ}00'$ West 235 feet to the North line of the above described tract 35 feet in width, as established in Book Misc. 693, Page 39.

14. Dedication to the public for access, drainage, river bank maintenance, flood control and river beautification over the following: Commencing at the Northeast corner of Government Lot 1 in the Northwest Quarter of Section 7, Township 27 South, Range 1 East of the Sixth Principal Meridian; thence South $00^{\circ}14'05''$ West along the East line of said Government Lot 1, a distance of 1885.64 feet; thence North $88^{\circ}12'55''$ West 50 feet for a place of beginning; thence North $46^{\circ}14'50''$ West 108.16 feet; thence North $45^{\circ}53'30''$ West 238.14 feet; thence North $48^{\circ}58'55''$ West 435.78 feet; thence North $59^{\circ}25'05''$ West 210.84 feet; thence North $61^{\circ}28'20''$ West 544.65 feet; thence North $77^{\circ}13'25''$ West 472.52 feet; thence Southerly to the North (left) mean high bank of the Arkansas River; thence Southeasterly following the North (left) mean high bank to a point 50 feet normally distant from the East line of said Northwest Quarter; thence North to the point of beginning, as established in Deed Book 1530, Page 337.
15. Drainage easement over a strip of land 20 feet in width lying adjacent to and West of the following described line: Beginning at a point 1120.32 feet South and 50 feet West of the Northeast corner of Government Lot 1 in the Northwest Quarter of Section 7, Township 27 South, Range 1 East; thence South 402.68 feet; also a strip of land 30 feet in width lying adjacent to and West of the following described line: Beginning at a point 1523 feet South and 50 feet West of the Northeast corner of Government Lot 1 in the Northwest Quarter of Section 7, Township 27 South, Range 1 East; thence South 362.64 feet to River-bank dedication, as established in Book 10, Page 748.

(SEE ADDEDPAGE)

(Schedule B continued)

Policy Number 195390
OwnersPolicy Number _____
Loan

16. No title will be insured to any land now or formerly lying in the bed of the Big Arkansas River, its arms, branches or tributaries by whatever name called.
17. Rights of the upper and lower riparian owners in and to the free and unobstructed flow of water of the Big Arkansas River extending through the subject land, without diminution or pollution.
18. Navigation servitudes and all other statutory and regulatory rights and powers of the United States, the State of Kansas, the County of Sedgwick, the City of Wichita, and the Public over the Big Arkansas River and its shore lands extending to the ordinary high-water line thereof and which may be exercised without obligation for compensation to the riparian owners.
19. The consequences of any change in the location of the Big Arkansas River which forms the southerly boundary of subject land.
20. Mortgage dated October 19, 1972, executed by Marina Lake Drive, Inc., to The First National Bank in Wichita, filed October 20, 1972, on Film 35, Page 870, which states that it secures a debt in the principal sum of \$200,000.00. (covers additional property)
21. Furnish proof, in recordable form, of the extension of the corporate existence of Marina Lake Drive, Inc., a Kansas corporation.

We reserve the right to make any additional requirement we may deem necessary.

CERTIFICATE

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

I, MARINA LAKE DRIVE, INC., owner of
(give name of proposed plat, if appropriate) MARINA
LAKES FIFTH ADDITION

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

1. WATER PETITION
2. SEWER PETITION
- 3.
- 4.
- 5.
- 6.
- 7.

As a result of the above-mentioned petitions for
improvements, lots or portions thereof within MARINA
LAKES 5th Addition may be subject to special
assessments assessed thereto for the cost of constructing the
above-described improvements.

Signed this 28th day of April, 1981.

Jay B. Samka
Fred H. Corner

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

Be it remembered that on this 28th day of April,
1981, before me, a notary public in and for said County and State,
came JAY B. SAMKA AND FRED H. CORNER, to me personally
known to be the same person who executed the foregoing instrument
of writing and duly acknowledged the execution of same.

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

Jill A. Barry
Notary Public

My Commission Expires:

T9-207



5-8-81

AMERICAN LAND TITLE ASSOCIATION COMMITMENT - 1966

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.

CHICAGO TITLE INSURANCE COMPANY

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

Alvin W. Long
President.

ATTEST:

Chester C. McCullough
Secretary.

John P. Ryan
Authorized Signatory



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): 1979 taxes \$3,457.25+, not paid. 1980 taxes \$1,949.32+, not paid. Key # A-8679-76-4
9. A temporary right of way and easement for construction of an embankment over, along and under the following: Beginning at the point of intersection of the left bank of the Arkansas River and the East line of the Northwest Quarter of Section 7, Township 27 South, Range 1 East of the Sixth Principal Meridian; thence North along said East line a distance of 300 feet; thence Southwesterly to a point on the left bank of the Arkansas River 240 feet West of the East line of said Northwest Quarter; thence Southeasterly along said left bank to the point of beginning, as granted in Book Misc. 521, Page 180.
10. Sewer right of way granted to the City of Wichita over the following: Beginning at a point 200 feet South and 50 feet West of the Northeast corner of the Northwest Quarter of Section 7, Township 27 South, Range 1 East of the Sixth Principal Meridian; thence South parallel to the East line of said Northwest Quarter a distance of 1100 feet; thence West 50 feet; thence North 1100 feet thence to a point 50 feet West of the point of beginning; thence East to the point of beginning, as established in Book Misc. 521, Page 182.
11. Right of way over the East 50 feet and the West 10 feet of the East 60 feet of the North 404.68 feet of captioned property for street purposes as established in Book Misc. 521, Page 187 and in Deed Book 1485, Page 154.

(SEE ADDED PAGE)

(Schedule B continued)

Policy Number 295390

Owners

Policy Number _____

Loan

12. Lack of direct access to Amidon Avenue from the premises in question, such right of access having been granted to The City of Wichita, in Book Misc. 521, Page 187 and in Deed Book 1456, Page 563.
13. Sewer right of way over a strip of land being 35 feet in width lying adjacent to and northerly of the following described line: Commencing at the Northeast corner of Government Lot 1 in the Northwest Quarter of Section 7, Township 27 South, Range 1 East; thence South 00°04'05" West along the East line of said Government Lot 1, a distance of 1350 feet; thence North 88°12'55" West, 60.03 feet; thence North 89°57'43" West 584.53 feet for a place of beginning; thence North 59°25'05" West, 192.03 feet; thence North 61°28'20" West 544.65 feet; thence North 77°13'25" West 472.52 feet; existing therein a 24' width surface drive.

Also a strip of land 20 feet in width lying adjacent to and Easterly of the following described line: Commencing at the Northeast corner of Government Lot 1 in the Northwest Quarter of Section 7, Township 27 South, Range 1 East; thence South 00°04'05" West along the East line of said Government Lot 1, a distance of 1120.32 feet; thence North 88°12'55" West 130 feet; thence North 00°14'05" East 15 feet; thence South 89°56'09" West 455.06 feet; thence North 54°26'07" West 194.13 feet for a place of beginning; thence South 16°00' West 235 feet to the North line of the above described tract 35 feet in width, as established in Book Misc. 693, Page 39.

14. Dedication to the public for access, drainage, river bank maintenance, flood control and river beautification over the following: Commencing at the Northeast corner of Government Lot 1 in the Northwest Quarter of Section 7, Township 27 South, Range 1 East of the Sixth Principal Meridian; thence South 00°04'05" West along the East line of said Government Lot 1, a distance of 1885.64 feet; thence North 88°12'55" West 50 feet for a place of beginning; thence North 46°04'50" West 108.16 feet; thence North 45°53'30" West 238.14 feet; thence North 48°58'55" West 435.78 feet; thence North 59°25'05" West 210.84 feet; thence North 61°28'20" West 544.65 feet; thence North 77°13'25" West 472.52 feet; thence Southerly to the North (left) mean high bank of the Arkansas River; thence Southeasterly following the North (left) mean high bank to a point 50 feet normally distant from the East line of said Northwest Quarter; thence North to the point of beginning, as established in Deed Book 1530, Page 337.

15. Drainage easement over a strip of land 20 feet in width lying adjacent to and West of the following described line: Beginning at a point 1120.32 feet South and 60 feet West of the Northeast corner of Government Lot 1 in the Northwest Quarter of Section 7, Township 27 South, Range 1 East; thence South 402.68 feet; also a strip of land 30 feet in width lying adjacent to and West of the following described line: Beginning at a point 1523 feet South and 50 feet West of the Northeast corner of Government Lot 1 in the Northwest Quarter of Section 7, Township 27 South, Range 1 East; thence South 362.64 feet to River-bank dedication, as established in Book 10, Page 748.

(SEE ADDEDPAGE)

*as per
John P. Brown
Security Abstract
5-11-81*

04'

(Schedule B continued)

Policy Number 295390
Owners _____Policy Number _____
Loan _____

16. No title will be insured to any land now or formerly lying in the bed of the Big Arkansas River, its arms, branches or tributaries by whatever name called.
17. Rights of the upper and lower riparian owners in and to the free and unobstructed flow of water of the Big Arkansas River extending through the subject land, without diminution or pollution.
18. Navigation servitudes and all other statutory and regulatory rights and powers of the United States, the State of Kansas, the County of Sedgwick, the City of Wichita, and the Public over the Big Arkansas River and its shore lands extending to the ordinary high-water line thereof and which may be exercised without obligation for compensation to the riparian owners.
19. The consequences of any change in the location of the Big Arkansas River which forms the Southerly boundary of subject land.
20. Mortgage dated October 19, 1972, executed by Marina Lake Drive, Inc., to The First National Bank in Wichita, filed October 20, 1972, on Film 35, Page 870, which states that it secures a debt in the principal sum of \$200,000.00. (covers additional property)
21. Furnish proof, in recordable form, of the extension of the corporate existence of Marina Lake Drive, Inc., a Kansas corporation.

We reserve the right to make any additional requirement we may deem necessary.

LAWRENCE E. CURFMAN
CHARLES W. HARRIS
J. L. WEIGAND, JR.
JOHN R. STALLINGS
BRIAN G. GRACE
WINDELL G. SNOW
THOMAS D. BORNIGER
RONALD B. ROSE

LAW OFFICES OF
CURFMAN, HARRIS & WEIGAND
SUITE 800 FIRST NATIONAL BANK BUILDING
WICHITA, KANSAS 67202
(316) 263-9111

LAWRENCE WEIGAND
SIDNEY J. BRICK
COUNSEL

April 24, 1981

Jack Galbraith
Chief Planner
Metropolitan Area Planning Department
City Hall - Tenth Floor
455 North Main
Wichita, Kansas 67202

Dear Mr. Galbraith:

This letter is to advise you that Marina Lake Drive, Inc. is described in the Chicago Title Insurance Company Commitment dated January 15, 1981, Number 295390, as the then current record owner of Lots 1, 2, and 3 of Marina Lake Fifth Addition, Wichita, Sedgwick County, Kansas. Counsel for Marina Lake Drive, Inc. was further advised that no transfer of record ownership has transpired subsequent to that date. Accordingly, the undersigned is of the opinion that record title remains as described above.

Very truly yours,

CURFMAN, HARRIS & WEIGAND

Windell G. Snow

Windell G. Snow (by *WGS*)

WGS:bkm

cc: Louise Alvarez

What is the legal status behind this property?

35' south
of Lot 3
The width of the lot is
the width of the lot to
(if not, there is
really no need
for it)

copy

JOINT ACCESS EASEMENT

THIS INDENTURE is made this _____ day of April, 1981 by Marina Lake Drive, Inc., hereinafter referred to as "Grantor".

WITNESSETH:

What about
the south 23'
of the east
of Lot 3
portion

That said Grantor, who is the owner of all of Lots 1, 2, and 3, Marina Lake Fifth Addition, an addition to Wichita, Sedgwick County, Kansas, does hereby grant and create a perpetual joint access easement over and across the North 23 feet of Lot 1, and the South 23 feet of Lot 2; as well as the South 35 feet of Lot 3 adjacent to reserve "A"; all of which area is shown as a 46 foot and 35 foot access and utility easement on the plat for Marine Lake Fifth Addition.

Such joint access easement over and across the above described real estate shall be for the purpose of providing a joint ingress and egress to Amidon Avenue for Lots 1, 2, and 3 of Marina Lake Fifth Addition.

Such joint access easement shall run with the land and be binding upon and inure to the benefit of the heirs, successors and assigns of Grantor.

The responsibility for constructing and maintaining the paved access improvement shall be borne by the owner or respective individual owners of the property over which the easement is granted.

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

if Lots 1, 2
do not contain
their share
of Lot 3
will not
have access

MARINA LAKE DRIVE, INC.

ATTEST:

Fred H. Corner
Fred H. Corner, Secretary

By J. B. Samra
J. B. Samra, President

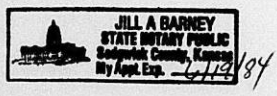
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 28th day of April, 1981, before me, a Notary Public in and for said county and state, came J. B. Samra, President of Marina Lake Drive, Inc., to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf and as the act and deed of said company.

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

Jill A. Barney
Notary Public

My appointment expires _____



X

JOINT ACCESS EASEMENT

original

THIS INDENTURE is made this 28th day of April, 1981 by Marina Lake Drive, Inc., hereinafter referred to as "Grantor".

WITNESSETH:

That said Grantor, who is the owner of all of Lots 1, 2, and 3, Marina Lake Fifth Addition, an addition to Wichita, Sedgwick County, Kansas, does hereby grant and create a perpetual joint access easement over and across the North 23 feet of Lot 1, and the South 23 feet of Lot 2; as well as the South 35 feet of Lot 3 adjacent to reserve "A"; all of which area is shown as a 46 foot and 35 foot access and utility easement on the plat for Marine Lake Fifth Addition.

Such joint access easement over and across the above described real estate shall be for the purpose of providing a joint ingress and egress to Amidon Avenue for Lots 1, 2, and 3 of Marina Lake Fifth Addition.

Such joint access easement shall run with the land and be binding upon and inure to the benefit of the heirs, successors and assigns of Grantor.

The responsibility for constructing and maintaining the paved access improvement shall be borne by the owner or respective individual owners of the property over which the easement is granted.

IN WITNESS WHEREOF, Grantor has hereunto set its hand on the day and year first above written.

ATTEST:

MARINA LAKE DRIVE, INC.

Fred H. Corner
Fred H. Corner, Secretary

By J. B. Samra
J. B. Samra, President

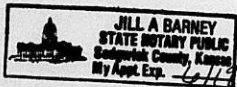
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 28th day of April, 1981, before me, a Notary Public in and for said county and state, came J. B. Samra, President of Marina Lake Drive, Inc., to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf and as the act and deed of said company.

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

My appointment expires _____

Jill A. Barney
Notary Public



X

April 10, 1981

Baughman Company, P.A.
330 Laura
Wichita, Ks. 67211

Re: S/D 81-12 - Final plat of Marina Lake Fifth Addition

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, April 9, 1981, 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 April 3, 1981.

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:

- 4-23
1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
 - 5-8 ✓ 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 plat.
 3. Certification that all taxes due and payable for 1980 and prior years have been paid.
- need to pay 1979-80 91 taxes

Please call if you have any questions.

Very truly yours,

Louise Olivares
Senior Planner

LO:bh

cc: Marina Lake Dev., Inc., 11800 W. Highway 54, 67209
G and B Properties, 519 S. Broadway, 67202
Alan McHenry, 1318 Stackman - D-1, 67203

April 6, 1981

Baughman Company, P.A.
330 Laura
Wichita, Ks. 67211

Re: S/D 81-12 - Final plat of Marina Lake Fifth Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on April 2, 1981, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

A. The applicant shall guarantee any drainage improvements required by the platting of this property.

petitions

B. The applicant shall guarantee extension of sewer and water to serve all lots not already served by these utilities.

petition included base plat attention as well as lateral

4-29-81

C. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.

OK

D. On the final plat tracing, "complete access control" to Amidon shall be indicated on the face of the plat rather than just "access control."

E. The applicant shall be advised that the development of this property for offices cannot occur until the associated Community Unit Plan amendment and zone case have been approved.

F. In order to clearly set forth the privileges and responsibilities of the numerous access easements, they shall be granted by separate instrument. The access easement documents shall be drafted and submitted to the Planning Department for review and approval. After Planning Department approval, the documents will be returned to the applicant for recording so the appropriate recording data may be indicated on the final plat tracing.

G. The applicant or his agent shall meet with Bill Otten of the Water Department regarding wording in the plat's text for proposed Reserve A.

included "utility easement" wording OK with Otten 5-4-81

H. The final plat tracing shall reference the following minimum building pads:

Baughman Company, P.A.
4-3-81
Page 2

1310.5 - Residential dwellings
1307.5 - Office type uses

These minimum pads shall be shown on the face of the plat as well as mentioned in the plat's text.

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

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, April 9, 1981, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Forrest L. Nagley
Junior Planner

FLN:bh

cc: Marina Lake Dev., Inc., 11800 W. Highway 54, 67209
G and B Properties, 519 S. Broadway, 67202
Alan McHenry, 1318 Stackman - D-1, 67203
Mike Lindebak, City Engineering
Paul Johnston, Operation & Maint.

March 20, 1981

Baughman Company, P.A.
330 Laura
Wichita, Ks. 67211

Re: S/D 81-12 - Final plat of Marina Lake Fifth Addition

Gentlemen:

On March 19, 1981, the Subdivision Committee of the Metropolitan Area Planning Commission considered the final plat of Marina Lake 5th Addition. The action of the Committee was to defer consideration of this final plat for 2 weeks in order to allow sufficient time for the preparation of a final drainage plan. This required drainage plan should be submitted to City Engineering at the earliest possible date in order to allow adequate review time prior to the April 2, 1981 Subdivision Committee meeting.

Should you have any questions regarding this matter, please call me at 268-4421.

Sincerely,

Forrest L. Nagley
Junior Planner

cc: Marina Lake Dev., Inc., 11800 W. Highway 54, 67209
G and B Properties, 519 S. Broadway, 67202
Alan McHenry, 1318 Stackman Drive, 67203
Mike Lindebak, City Engineering

Final
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 81-12 Name Marina Lake Fifth Addition
Date Application Rec'd. 2-6-81 Preliminary Approval 2-19-81
Scheduled S/D Meeting 3-19-81

DESCRIPTION

General Location In an area south of 21st St. North on the west side of Amidon Avenue

Owner Marina Lake Dev., Inc.
Surveyor/Engineer Baughman Company
Address 330 Laura, 67211 Phone 262-7271

1. Gross Acreage of Plat 15 acres
2. Number of Lots:
 - Residential _____
 - Commercial _____
 - Industrial _____
 - Other _____
3. Minimum Lot Frontage 379.68 ft.
4. Minimum Lot Area 1.795 acres
5. Existing Zoning B
6. Proposed Zoning B and BB
7. Lineal Feet of New Streets:
 - a. 60 R/W 402.68 ft.
 - b. 50 R/W 430 ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 832.68 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply Yes (Yes-No), Name City
10. Public Sanitary Sewers Yes (Yes-No), Name City
11. Health Department Approval (where applicable) NA (Yes-No)
12. City of Wichita X: Three-Mile Area _____

STAFF COMMENTS:

NOTE: The applicant has submitted an amendment to the Community Unit Plan which controls the intensity and types of development on this property (DP-23). An associated zone change request (Z-2332) for "B" to "BB" has also been filed. Both of these associated cases are tentatively scheduled for review by the MAPC on April 9, 1981.

- A. A requirement of preliminary plat approval was the submission of a final drainage plan to the City Engineering prior to or at the time of submitting a final plat. The representative from City Engineering should be prepared to comment on the status of the applicant's final drainage plan. Any drainage improvements required by the platting of this property shall be guaranteed by the applicant.
- B. The applicant shall guarantee extension of sewer and water to serve all lots not already served by these utilities.
- C. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- D. On the final plat tracing, "complete access control" to Amidon shall be indicated on the face of the plat rather than just "access control."
- E. The applicant shall be advised that the development of this property for offices cannot occur until the associated Community Unit Plan amendment and zone case have been approved.
- F. There are a number of overlapping easements on this final plat. The Utility Advisory Committee members shall be prepared to advise if any of these easement locations need to be changed.
- G. At the time of preliminary plat approval, the applicant was advised that the numerous access easements proposed on this plat should be granted by separate instrument in order to

(Over)

clearly set forth the privileges and responsibilities for use of the easements. With this in mind the applicant shall have the access easement documents prepared and then, submit them to the Planning Department for review and approval. After Planning Department approval, the documents will be returned to the applicant for recording so the appropriate recording data may be indicated on the final plat tracing.

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

February 20, 1981

Baughman Company, P.A.
330 Laura
Wichita, Ks. 67211

Re: S/D 81-12 - Preliminary plat of Marina Lake Fifth Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission February 19, 1981, the above-captioned plat was considered. The action of the Committee was to approve the preliminary plat and authorize preparation of the final plat subject to the following:

- A. Currently this property is zoned "B" multiple-family dwelling and is part of the approved Marina Lake C.U.P. However, since the proposed lots do not coincide with the parcels of the C.U.P. and the stated uses to which the lots will be put do not coincide with the approved uses on the C.U.P., the applicant shall be advised that the C.U.P. should be amended.
- B. The area between the southerly lines of Lots 1 and 3 and the high bank of the river is not labeled on this preliminary plat. If already dedicated for river bank maintenance purposes, it shall be so labeled on the final plat with the book and page number of the recorded document. If not already dedicated, it shall be a requirement of plat approval.
- C. Prior to or at the time of submitting a final plat, a final drainage plan shall be submitted to City Engineering for review and approval.
- D. The applicant shall guarantee extension of sewer and water to serve all lots not already served by these utilities.
- E. Complete access control to Amidon from Lots 1 and 2, except at the one existing curb cut location, shall be labeled on the final plat and granted in the plat's text.
- F. The access easements indicated on the plat should be granted by separate document with the privileges and responsibilities for use of the easements being specified in the document. When approved by the Planning Department, the document should be recorded so that the recording data can be shown on the final plat tracing.

Baughman Co., P.A.
2-20-81
Page 2

- G. ~~The applicant and the utility representatives shall be prepared to discuss the appropriateness of combining access and utility easements.~~
- H. 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.
- I. Requirements for a final plat (see pgs 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

FLN:bb

cc: Marina Lake Dev., Inc. 1800 W. Highway 54, 67209
G and B. Properties, 519 S. Broadway, 67202
Mike Lindebak, City Engineering

Preliminary plat

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 81-12 Name Marina Lake Fifth Addition
 Date Application Rec'd. 2-6-81 Preliminary Approval _____
 Scheduled S/D Meeting 2-19-81

DESCRIPTION

General Location In an area south of 21st St. North on the west side of Amidon Avenue

Owner Marina Lake Dev., Inc

Surveyor/Engineer Baughman Company

Address 330 Laura, 67211 Phone 262-7271

- | | | | |
|---|---------------------------------------|--------------------------------------|---|
| 1. Gross Acreage of Plat | <u>15 acres</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>60</u> R/W <u>402.68</u> | ft. |
| Residential | _____ | b. <u>50</u> R/W <u>430</u> | ft. |
| Commercial | _____ | c. _____ R/W _____ | ft. |
| Industrial | _____ | d. _____ R/W _____ | ft. |
| Other | _____ | e. _____ R/W _____ | ft. |
| Total Number of Lots | <u>3</u> | TOTAL | <u>832.68</u> ft. |
| 3. Minimum Lot Frontage | <u>379.68</u> ft. | 8. Sidewalk adjacent to all streets? | <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> <input type="checkbox"/> |
| 4. Minimum Lot Area | <u>1.795 acres</u> | | |
| 5. Existing Zoning | <u>B</u> | | |
| 6. Proposed Zoning | <u>B and BB</u> | | |
| 9. Public Water Supply | <u>Yes</u> (Yes-No), Name <u>City</u> | | |
| 10. Public Sanitary Sewers | <u>Yes</u> (Yes-No), Name <u>City</u> | | |
| 11. Health Department Approval (where applicable) | <u>N.A.</u> (Yes-No) | | |
| 12. City of Wichita | <u>X</u> : Three-Mile Area | | |

STAFF COMMENTS:

- A. Currently this property is zoned "B" multiple-family dwelling and is part of the approved Marina Lake C.U.P. However, since the proposed lots do not coincide with the parcels of the C.U.P. and the stated uses to which the lots will be put do not coincide with the approved uses on the C.U.P., final plat approval shall be subject to approval of an amended C.U.P.
- B. The area between the southerly lines of Lots 1 and 3 and the high bank of the river is not labeled on this preliminary plat. If already dedicated for river bank maintenance purposes, it shall be so labeled on the final plat with the book and page number of the recorded document. If not already dedicated, it shall be a requirement of plat approval.
- C. The City Engineer's representative shall be prepared to comment on the applicant's drainage concept and state what drainage improvements, if any, are required.
- D. The applicant shall guarantee extension of sewer and water to serve all lots not already served by these utilities.
- E. Complete access control to Amidon from Lots 1 and 2, except at the one existing curb cut location, shall be labeled on the final plat and granted in the plat's text.
- F. The access easements indicated on the plat should be granted by separate document with the privileges and responsibilities for use of the easements being specified in the document. When approved by the Planning Department, the document should be recorded so that the recording data can be shown on the final plat tracing.
- G. The applicant and the utility representatives shall be prepared to discuss the appropriateness of combining access and utility easements.
- H. 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.
- I. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Map No.: 5349 D
Section: NW 1/4 7
Twp.: 27-5
Range: 1-E

S/D No. 81-12

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: MARINA LAKE FIFTH ADDITION
General Location: SOUTH OF 21ST ST. NO. ON THE WEST SIDE OF AVENUE AVE
Name of Property Owner: MARINA LAKE DEV. INC.
Address: 11800 W. Highway 54 Zip Code: 67209 Phone: 722-2100
Name of Subdivider: G & B PROPERTIES
Address: 519 S. BAWKI Zip Code: 67202 Phone: 262-0655
Name of Engineer/Surveyor: BAUGHMAN COMPANY, P.A.
Address: 330 LACURA Zip Code: 67211 Phone: 262-7271
Date of Application: NOVEMBER 17, 1987 - February 6, 1981
AGENT: ALAN MCHENRY 1318 STACKMAN B-1 67203 PH. 265-1872

SUBDIVISION INFORMATION:

- Gross Acreage of Plat 15 Acres
- Number of Lots:
 - Residential _____
 - Commercial _____
 - Industrial _____
 - Other _____
- Total Number of Lots 3
- Minimum Lot Frontage 379.68 ft.
- Minimum Lot Area 1.795 acres
- Existing Zoning B
- Proposed Zoning B-1/B
- Is a public water supply available? Yes No, Name City
- Is a sanitary sewer available? Yes No, Name City
- Has Health Department approval been obtained (where applicable) NA Yes No
- City of Wichita Three Mile Area Outside of Wichita
- 7. Lineal Feet of New Streets:
 - a. 60 R/W 102.68 ft.
 - b. 50 R/W 130 ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 332.68 ft.
- 8. Are Sidewalks existing? Yes No

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

Owner's Signature: G & B PROPERTIES by [Signature]

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

Received by [Signature]
Date 2-6-81
Fee Submitted 215.00

FORM 29-08

PAYMENT NOTICE
City of Wichita

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

DESCRIPTION	AMOUNT
<i>715</i>	

NAME

ADDRESS

FUND

DUE DATE

COMMENTS

DATE

BY