

PLAT NO. S/D 74-125 MAP NO. Y-2-A

NAME MULLEN ADDITION

LOCATION In an area south of 61st St. North and  
west of Meridian

ENGINEER Baughman Company

OWNER Charles Mullen

APPLICATION FILED 11-25-74

SKETCH PLAT FILED 11-25-74

PRELIMINARY FILED none submitted

S/D ACTION N/A

FINAL FILED 11-25-74 2-10-75

S/D ACTION 12-5-74 defer indefinitely 2-20-75 App.

MAPC ACTION 2-27-75 App subject to condition

BCC ACTION 4-1-75 Approved

RECORDED 6-6-75

REMARKS \_\_\_\_\_

LOSTED  
12-2-74  
C  
H

S/D 74-125 - MULLEN ADDITION -  
In an area south of 61st St. No.  
and west of Meridian. Baughman

ACTION

	DATE
S/D COMMITTEE	
S/D final	12-5-74
	2-20-75
M.A.P.C.	
	App. suitable cond. 2-27-75
B.C.C./B.C.C.	
	Approved 4-1-75

Map No. Y-2-A  
Sec. No. 13  
Twp. No. 26S  
Range 1W

Subdivision Report and Progress  
S/D No.: 74-125

Name: MULLEN ADDITION

General Location: In an area south of 61st St. North and west of Meridian

Owner: Charles Mullen  
Address: 2620 W. 69th St. No. Rt. 2 Valley Center Phone: 755-1532  
Subdivider: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Engineer/Surveyor: Baughman Company  
Address: 330 Laura Phone: 262-7271

Application Received 11-25-74  
Conf. with Applicant none  
Sketch Plat Received 11-25-74  
Present Zoning R-1  
Proposed Zoning R-1  
Letter of Intent none

PREL. PLAT RECEIVED none submitted  
S/D Comm. Action 4/2  
Dept. Report on Prel. N/A

TRACING PROGRESS:

Received 3/26/75  
Released \_\_\_\_\_  
Received \_\_\_\_\_  
Released \_\_\_\_\_

FINAL PLAT RECEIVED 11-25-74 2-10-75  
S/D Comm. Action 12-5-74 defn  
2-20-75 Approved indefinitely  
Dept. Report on Final \_\_\_\_\_  
M.A.P.C. ACTION 2-27-75 App.  
Dept. Report on Final \_\_\_\_\_  
Letter on Irons Received \_\_\_\_\_  
Title/Taxes Rec'd & Reviewed 3-26-75  
Final Review 3-27-75  
Referral to B.C.C. 3-27-75

B.C.C. ACTION 4-1-75 Approved  
Recorded 6/6/75

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REGISTER OF DEEDS  
SEDGWICK COUNTY, KANSAS  
MULLEN ADDITION was  
filed for record on June 6, 1975  
Boone J. McClinton  
Register of Deeds

T9-328

T9-302 (2)

Charles W. Mullen  
2620 W. 69th N.  
Valley Center, Ks. 67147  
March 26, 1975

G. C. McLure  
County Engineer  
Sedgwick County, Kansas

Dear Sir:

Concerning the Mullen Addition Plat near 61st North and Meridian, as developer of the above addition I am aware that I am solely responsible for building any and all streets contained therein.

It is my intention to maintain and build only one house on the above plat, using the rest of the area for gardening and fruit trees. However, knowing that unforeseen circumstances can change existing plans I therefore agree to have built to County specifications Richmond Avenue before I or any other person builds a second residence in the Addition. Furthermore I agree not to sell any land until said Avenue is complete.

Respectfully,  
*Charles W. Mullen*  
Charles W. Mullen





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

FILM 136 PAUL 1101

no. 2 26625  
BETTE F. MCCARTY  
REGISTER OF DEEDS

PARTIAL RELEASE OF PIPELINE RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, under date of the 9th day of October 1950, North R. Bishop, a widower, executed and delivered to THE DERBY OIL COMPANY their certain pipeline right of way easement covering the following described real property situated in Sedgwick County, Kansas, to wit:

North Half Northeast Quarter (N/2 NE/4) of Section 13, Township 26 South, Range 1 West,

which said instrument was recorded in Misc. Book 267 at page 124 in the Office of the Register of Deeds of Sedgwick County, Kansas; and

WHEREAS, the rights of said THE DERBY OIL COMPANY in and to said pipeline right of way easement are now owned by Colorado Oil and Gas Corporation; and

WHEREAS, the owner or owners of the above described real property have requested the release of said pipeline right of way easement insofar as said easement affects the property hereinafter described;

NOW, THEREFORE, for and in consideration of the premises and of the sum of \$1.00 in hand paid by the record owner or owners of said real property to the undersigned corporation, the said undersigned corporation does hereby and by these presents release unto the record owner or owners of the above-described real property all of its rights in and to the above-described pipeline right of way easement IN SO FAR AND IN SO FAR ONLY as said easement may pertain to the following described tract;

The Northeast Quarter of the Northeast Quarter of Section Thirteen (13), Township Twenty-Six (26) South, Range One (1) West, Sedgwick County, Kansas.

IN WITNESS WHEREOF, Colorado Oil and Gas Corporation has caused this instrument to be executed as of this 27th day of March, 1975.

COLORADO OIL AND GAS CORPORATION

Notary Seal: STATE OF KANSAS, COUNTY OF SEDGWICK, H. A. BILSON, Notary Public, My Comm. Expires Aug 21, 1977

BY R. W. Kersey  
Vice President  
R. W. KERSEY

ss.  
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 27th day of March, 1975, before me, a notary public in and for said county and state came R. W. Kersey, Vice President of Colorado Oil and Gas Corporation, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same for an on behalf, and as the act and deed of said corporation.

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

H. A. BILSON  
NOTARY PUBLIC  
Sedgwick County, Ks.  
My Comm. Expires Aug 21, 1977

H. A. Bilson  
Notary Public

3.00  
William L. Karda  
330 Laura, 61211

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number **74-125** Name **MULLEN ADDITION**  
 Application & Sketch Filed: **11-25-74**  
 Preliminary Plat Filed: **N/A** Approved by S/D: **N/A**  
 Final Plat Filed: **11-25-74** Approved by S/D: **2-20-75**  
 Approved by Metropolitan Area Planning Commission: **2-27-75**

DESCRIPTION

General Location: **South side of 61st Street North  
in an area west of Meridian**

Surveyor or Engineer: **Baughman Company**  
 Owner: **Charles Mullen**  
 Address: **2620 West 69th Street North**

1. Gross Acreage of Plat	<u>3.8</u>	6. Access Control	
2. Number of Lots:		St. <u>61st Street</u>	No. Openings <u>0</u>
Residential	<u>4</u>	St. _____	No. Openings _____
Commercial	_____	St. _____	No. Openings _____
Industrial	_____	7. Req'd Improvements	
Other	_____	St. Paving _____	Water _____
Total Number of Lots:	<u>4</u>	Sidewalk _____	Drainage _____
3. Minimum Lot Area:	<u>0.63</u> Acres	Sewer _____	Other _____
4. Existing Zoning	<u>"R-1"</u>		
5. Special Problems Discussed	<u>None</u>		

**NOTE:** Subject plat is located beyond the corporate city limits and therefore sanitary sewer and municipal water supply are not required.

Planning Commission Recommendation:

**That this plat be approved subject to:**

- A. The applicant shall submit by separate instrument a temporary turnaround easement for the south end of Richmond.
- B. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Hopper moved, Goebel seconded and it carried unanimously. (Rising absent.)

**ACTION:** Accept the easement, instruct the City Clerk to file the easement with the Register of Deeds, the filing costs of which shall be billed to the applicant; and approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

TEMPORARY EASEMENT FOR STREET TURN AROUND

We, the undersigned owners of Lot 2, Block A, and Lot 2, Block B, Mullen Addition, Sedgwick County, Kansas, hereby grant a temporary turn-around easement to and for the use of the public on Richmond Avenue, as platted in said Addition, for the purpose of providing sufficient area to turn school buses, emergency vehicles and other vehicles around without backing.

The temporary easement shall consist of the following described real estate to wit:

Part of Lot 2, Block A, Mullen Addition, Sedgwick County, Kansas, described as beginning at the S.W. Corner thereof; thence north along the west line of said Lot 2, 132.67 feet; thence southeasterly, southerly and southwesterly along an arc having a radius of 75 feet a distance of 167.8 feet to beginning.

Part of Lot 2, Block B, Mullen Addition, Sedgwick County, Kansas, described as beginning at the S.E. Corner thereof; thence north along the east line of said Lot 2, 132.67 feet; thence southwesterly, southerly and southeasterly along an arc having a radius of 75 feet, a distance of 162.8 feet to beginning.

The temporary easement shall remain in effect until such time as Richmond Avenue is opened to the south as a public roadway, at which time the temporary easement shall become void.

Executed this 25th day of March 1975.

Charles W. Mullen  
Charles W. Mullen

Mable E. Mullen  
Mable E. Mullen

STATE OF KANSAS)  
SEDGWICK COUNTY) SS

BE IT REMEMBERED, that on this 25th day of March, 19 75 before me a Notary Public in and for the said County and State came Charles W. Mullen and Mable E. Mullen his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Fred J. Danner  
Notary Public



My Commission expires 3-16-77.

TEMPORARY EASEMENT FOR STREET TURN AROUND

We, the undersigned owners of Lot 2, Block A, and Lot 2, Block B, Mullen Addition, Sedgwick County, Kansas, hereby grant a temporary turn-around easement to and for the use of the public on Richmond Avenue, as platted in said Addition, for the purpose of providing sufficient area to turn school buses, emergency vehicles and other vehicles around without backing.

The temporary easement shall consist of the following described real estate to wit:

Part of Lot 2, Block A, Mullen Addition, Sedgwick County, Kansas, described as beginning at the S.W. Corner thereof; thence north along the west line of said Lot 2, 132.67 feet; thence southeasterly, southerly and southwesterly along an arc having a radius of 75 feet a distance of 167.8 feet to beginning.

Part of Lot 2, Block B, Mullen Addition, Sedgwick County, Kansas, described as beginning at the S.E. Corner thereof; thence north along the east line of said Lot 2, 132.67 feet; thence southwesterly, southerly and southeasterly along an arc having a radius of 75 feet, a distance of 162.8 feet to beginning.

The temporary easement shall remain in effect until such time as Richmond Avenue is opened to the south as a public roadway, at which time the temporary easement shall become void.

Executed this 25th day of March 1975.

Charles W. Mullen  
Charles W. Mullen

Mable E. Mullen  
Mable E. Mullen

STATE OF KANSAS)  
SEDGWICK COUNTY) SS

BE IT REMEMBERED, that on this 25th day of March, 19 75 before me a Notary Public in and for the said County and State came Charles W. Mullen and Mable E. Mullen his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Paul J. Danner  
Notary Public



My Commission expires 3-16-77.

This Indenture, Made this 4th day of September A.D. 1974 between ELIZABETH R. BISHOP, a single person

This space reserved for REGISTER OF DEEDS

STATE OF KANSAS SEDGWICK COUNTY FILED FOR RECORD

FEB 10 1975 2 21 035

BETTE F. MCCART REGISTER OF DEEDS

Read & Acknowledged by Sedgwick County

of Sedgwick County, in the State of Kansas of the first part, and CHARLES W. MULLEN and MABLE E. MULLEN, husband and wife

of Sedgwick County, in the State of Kansas, as joint tenants with the right of survivorship and not as tenants in common, of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Seven Thousand, Six Hundred Seventy-one & 80/100 (\$7,671.80)---DOLLARS. the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, and convey unto the said parties of the second part and the survivor of them all the following described REAL ESTATE, situated in the County of Sedgwick and State of Kansas, to wit:

A tract in the Northeast Quarter of the Northeast Quarter of Section 13, Township 26 South, Range 1 West, described as beginning at a point 269 feet west of the Northeast Corner of the Northeast Quarter of said Northeast Quarter; thence south parallel with the east line of the Northeast Quarter of said Northeast Quarter, 427.74 feet to a point 233.6 feet north of the south line of the Northeast Quarter of said Northeast Quarter; thence west parallel with the south line of the Northeast Quarter of said Northeast Quarter, 390.74 feet to the west line of the Northeast Quarter of said Northeast Quarter; thence north 425.26 feet to the Northwest Corner of the Northeast Quarter of said Northeast Quarter; thence east 390.69 feet to beginning. Containing 3.8359 acres more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever, as joint tenants, the survivor to take the whole estate.

And said Elizabeth R. Bishop for, herself her heirs, executors and administrators, does hereby covenant, promise and agree, to and with said parties of the second part that at the delivery of these presents she is lawfully seized in her own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgements, taxes, assessments or encumbrances, of every nature or kind whatsoever:

ENTERED ON TRANSFER RECORD

FEB 10 1975

GEORGE PIERCE COUNTY CLERK

Original Compared With Record

and that she will WARRANT AND FOREVER DEFEND the same unto the said parties of the second part and the survivor of them against said party of the first part, her heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand, the day and year first above written.

Elizabeth R. Bishop Elizabeth R. Bishop

STATE OF KANSAS, SEDGWICK COUNTY, ss.

BE IT REMEMBERED, That on this 4th day of September A. D. 1974 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ELIZABETH R. BISHOP

personally known to me to be the same person(s) who executed the within instrument of writing and each person(s) duly acknowledged the execution of the same.

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

Term expires Sept. 8, 1975

Harlin Powell Notary Public

DUKE PRINTING INC

Charles W. Mullen 2620 W. 64th No. Valley Center, Mo. 67147

See Notice: Charles W. Mullen, 2620 W. 64th No., Valley Center, Mo. 67147

THIS DEED SHOULD BE RECORDED

No. \_\_\_\_\_

**Warranty Deed**

GENERAL FORM

FROM \_\_\_\_\_  
TO \_\_\_\_\_  
BY \_\_\_\_\_

TO



ABSTRACT AND TITLE CO. INC.  
WICHITA, KANSAS 67203

ABSTRACT  
TITLE RECORDS  
GENERAL RECORDS

424 NORTH MAIN  
WICHITA, KANSAS 67203  
Phone 267-8271

ROGER N. BELL  
JOHN M. BELL  
KENNETH F. BROWN

STATE OF \_\_\_\_\_ COUNTY, ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_  
before me, the undersigned, a \_\_\_\_\_ in and for the County and State aforesaid, came

personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

Term expires \_\_\_\_\_, 19\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY, ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_  
before me, the undersigned, a \_\_\_\_\_ in and for the County and State aforesaid, came

personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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

Term expires \_\_\_\_\_, 19\_\_\_\_

FILED & RECORDED  
MAY 10 1912

RECORDED & INDEXED  
MAY 10 1912

**CONDITIONS AND STIPULATIONS (Continued)**

a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

**10. Apportionment**

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

**11. Subrogation Upon Payment or Settlement**

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

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

**12. Liability Limited to This Policy**

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

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

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

**13. Notices, Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its Home Office at 7701 Forsyth, St. Louis, Missouri 63105.

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

POLICY  
OF  
TITLE  
INSURANCE  
ST. PAUL  
TITLE INSURANCE  
CORPORATION



HOME OFFICE  
7701 Forsyth  
St. Louis, Mo. 63105

B 101210 \*

## ST. PAUL TITLE INSURANCE CORPORATION

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

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

This Policy shall not be valid or binding until Schedules A and B are countersigned by an authorized signatory.

*In Witness Whereof*, the ST. PAUL TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A.

ST. PAUL TITLE INSURANCE CORPORATION

BY: *Fred H. Sussman*

President

ATTEST:

*Ray L. Gutter*

Secretary

**Fidelity**  **Title**  
Company, Inc.  
262-8261  
221 N. MARKET - WICHITA, KANSAS



### IMPORTANT

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

#### EXCLUSIONS FROM COVERAGE

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

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

## SCHEDULE A

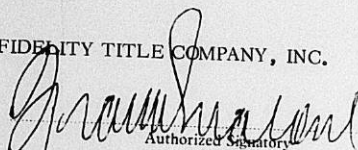
Y-29,405

Number	Date of Policy	Amount of Insurance
B 101210	September 5, 1974 @ 7:00 A.M.	\$7,671.80

1. Name of Insured: CHARLES W. MULLEN and MABLE E. MULLEN, husband and wife.  
(Contract Purchasers)
2. The estate or interest in the land described herein and which is covered by this Policy is: Fee Simple.
3. The estate or interest referred to herein is at Date of Policy vested in:  
ELIZABETH R. BISHOP, a single person
4. The land referred to in this Policy is situated in the \_\_\_\_\_ County \_\_\_\_\_ of \_\_\_\_\_  
State of Kansas \_\_\_\_\_, and is described as follows:

A tract in the Northeast Quarter of the Northeast Quarter of Section 13, Township 26 South, Range 1 West, described as beginning at a point 269 feet west of the Northeast Corner of the Northeast Quarter of said Northeast Quarter; thence South parallel with the east line of the Northeast Quarter of said Northeast Quarter, 427.74 feet to a point 233.6 feet north of the south line of the Northeast Quarter of said Northeast Quarter; thence west parallel with the south line of the Northeast Quarter of said Northeast Quarter, 390.74 feet to the West line of the Northeast Quarter of said Northeast Quarter; thence north 425.26 feet to the Northwest Corner of the Northeast Quarter of said Northeast Quarter; thence east 390.69 feet to beginning.

FIDELITY TITLE COMPANY, INC.



Authorized Signatory

This Policy valid only if Schedule B is attached.



### 1. Definition of Terms

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage hereunder.
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.
- (d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": those records which by law impart constructive notice of matters relating to said land.

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

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

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

- (a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.
- (b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.
- (c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.
- (d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (e) In all cases where this policy permits or requires the Company

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

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

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

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

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

### 6. Determination and Payment of Loss

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

- (i) the actual loss of the insured claimant or
- (ii) the amount of insurance stated in Schedule A.

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

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

### 7. Limitation of Liability

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

### 8. Reduction of Liability

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

### 9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed

February 28, 1975

Baughman Company  
330 Laura  
Wichita, Kansas 67211

Re: S/D 74-125 - Final Plat of  
MULLEN ADDITION

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on February 27, 1975, the above-captioned plat was considered. The action of the Commission was to recommend that the plat be approved as recommended by the Subdivision Committee, subject to the conditions stated in our letter of February 21, 1975.

In addition to complying with those conditions, it is necessary that you meet the following requirements before this plat can be forwarded to the Board of City Commissioners for consideration:

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. Certification by an attorney that fee title is vested in the plat.
4. Certification that all taxes due and payable for 1974 and prior years have been paid.

If you have any questions, please call our office.

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:ber

cc: Charles Mullen, 2620 West 69th Street North  
Valley Center, Kansas 67147  
Dean Sellers, Assistant City Engineer

February 21, 1975

Baughman Company  
330 Laura  
Wichita, Kansas 67211

Re: S/D 74-125 - Final Plat of  
MULLEN ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, February 20, 1975, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- B. "Complete access control" shall be labeled adjacent to 61st Street North on Lot 1, Block A, and Lot 1, Block B, on the face of the plat.
- D. The 25-foot building setback indicated from 61st Street and Richmond Avenue shall be increased to 30 feet.
- C. The applicant shall be advised that Lot 1, Block A, and Lot 2, Block B, cannot be built upon or developed until Richmond Avenue is opened and improved. The applicant shall be advised further that only one of the northern lots may be developed without the improvement of Richmond Avenue.
- E. The 15' x 15' triangular drainage easement shall be enlarged to a 25' x 25' triangular drainage easement.
- F. The City Clerk's signature line shall be relabeled "Donald C. Gisick."
- F. The applicant shall contact the County Engineer relative to the submission of an appropriate guarantee for the improvement of Richmond Avenue.

MULLEN ADDITION  
February 21, 1975  
Page 2

G. 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.

This matter will be forwarded to the Planning Commission for its consideration on Thursday, February 27, 1975, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme  
Enclosure

cc: Charles Mullen  
2620 West 69th Street North  
Valley Center, Kansas 67147

Dean Sellers, Assistant City Engineer

FINAL PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 74-125 Name MULLEN ADDITION  
Date Application Rec'd. 11-25-74 Preliminary Approval N/A  
Previous S/D Meeting 12-5-74  
Scheduled S/D Meeting 2-20-75

DESCRIPTION

General Location In an area south of 61st Street North and west of Meridian.  
Owner Charles Mullen  
Surveyor/Engineer Baughman Company  
Address 330 Laura Phone 262-7271

- |  |   |
|--|---|
| 1. Gross Acreage of Plat <u>3.8</u>                              | 7. Lineal Feet of New Streets:                              |
| 2. Number of Lots:   | a. <u>50</u> R/W <u>390</u> ft.                             |
| Residential <u>4</u>   | b. <u>70</u> R/W <u>376</u> ft.                             |
| Commercial _____   | c. _____ R/W _____ ft.                                      |
| Industrial _____   | d. _____ R/W _____ ft.                                      |
| Other _____  | e. _____ R/W _____ ft.                                      |
| Total Number of Lots <u>4</u>                                    | TOTAL <u>766</u> ft.  |
| 3. Minimum Lot Frontage <u>189</u> ft.                           | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>X</u> no |
| 4. Minimum Lot Area <u>29,200</u> sq. ft.                        |   |
| 5. Existing Zoning <u>R-1</u>                                    |   |
| 6. Proposed Zoning <u>R-1</u>                                    |   |
| 9. Public Water Supply <u>No</u> (Yes-No), Name _____            |   |
| 10. Public Sanitary Sewers <u>No</u> (Yes-No), Name _____        |   |
| 11. Health Department Approval (where applicable) _____ (Yes-No) |   |
| 12. City of Wichita _____ : Three-Mile Area <u>X</u>             |   |

STAFF COMMENTS:

- A. The applicant shall contact the Wichita-Sedgwick County Environmental Health Department relative to obtaining instructions for conducting percolation tests to determine whether the use of individual private water and septic tank systems can be permitted on subject property. A letter shall be obtained from said Department setting forth approval of such systems which shall be submitted to the Planning Department.
- B. "Complete access control" shall be labeled adjacent to 61st Street North on Lot 1, Block A, and Lot 1, Block B on the face of the plat.
- C. The 25 foot building setback indicated from 61st Street and Richmond Avenue shall be increased to 30 feet.
- D. The applicant shall be advised that Lot 2, Block A and Lot 2, Block B cannot be built upon or developed until Richmond Avenue is opened and improved.
- E. The 15' x 15' triangular drainage easement shall be enlarged to a 25' x 25' triangular drainage easement.
- F. The City Clerk's signature line shall be relabeled "Donald C. Gisick".
- G. The applicant shall contact the County Engineer relative to the submission of an appropriate guarantee for the improvement of Richmond Avenue.
- H. Recording of the plat within 30 days after approval by the Board of City Commissioners.

NOTE: This plat has been submitted in final form only, as provided for in Article 4, Part 5 of the MAPC Subdivision Regulations. The Utility Advisory Committee should be prepared to comment on existing utilities and other various improvements, or discuss the feasibility of the applicant extending and/or installing same.

THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public  
Works Maint.

DATE Jan. 22, 1975



TO Jack Galbraith, Chief Planner, MAPD  
FROM M. S. Mitchell

SUBJECT -- Final Plat of Mullen Addn.  
SD 74-125

Reference is made to my request before the Subdivision Committee that the County Engineer and I be permitted to develop a drainage system for subject area prior to finalizing the plat. We have made a reconnaissance survey of the area, plotted the survey data and as a result have determined that 10 feet additional right-of-way on the south side of 61st Street (making a total of 60 ft.) will be sufficient for future drainage purposes. In discussing problems of serving the area in the interim period with the owner, surveyor and the County Engineer, it is our opinion there is no reason to delay platting of all four lots owned by Mr. Mullen. Since it is his wish to build only one house on the east side of Richmond and use Richmond as a driveway for that building only, he is willing to furnish the County Engineer a letter agreeing to not sell any of the other lots until he has made prior arrangements with the County for opening and improving Richmond Avenue at his cost.

I trust this information is sufficient for your purpose; however, if further discussion is desired, please advise.

A handwritten signature in cursive script that reads "M. S. Mitchell".

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

MSM/glm

cc: G. H. Wilton  
G. C. McLure  
Bill Korber  
Mullen Addn. Plat File



2-112  
THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

OFFICE OF ENVIRONMENTAL HEALTH

DATE December 6, 1974

TO Curtis Newby, Junior Planner

FROM *SA* Steve Innes, Environmental Health Engineer

SUBJECT Mullen Addition  
Percolation Tests

Results of soil percolation tests on subject addition south of 61st Street, North and West of Meridian were acceptable with a rate of less than 45 minutes.

Individual wells and septic systems are approved for the property with the following conditions:

1. That for two bedroom homes the septic system consist of minimum of a 750 gallon tank and 300 feet of lateral line.
2. That for a three or four bedroom home the system consist of a 1000 gallon tank and 400 feet of lateral minimum.
3. That at such time as public sewers are available, they are utilized.
4. That before each installed individual septic system is covered, the Health Department is notified for inspections.
5. That water wells be constructed in accordance with Article 30 of the State Health Regulations.

gt



December 9, 1974

Baughman Company  
330 Laura  
Wichita, Kansas 67211

Re: S/D 74-125 - Final Plat of  
MULLEN ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, December 5, 1974, the above captioned plat was considered. The action of the Committee was to recommend that this plat be deferred indefinitely until the drainage problems have been resolved with County Engineer and Flood Control Office.

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

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme

cc: Charles Mullen  
2620 West 69th Street North  
Valley Center, Kansas 67147

Dean Sellers, Assistant City Engineer

FINAL PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 74-125 Name MULLEN ADDITION  
Date Application Rec'd. 11-25-74 Preliminary Approval N/A  
Scheduled S/D Meeting 12-5-74

DESCRIPTION

General Location In an area south of 61st Street North and west of  
Meridian.  
Owner Charles Mullen  
Surveyor/Engineer Baughman Company  
Address 330 Laura Phone 262-7271

- |   |  |   |                |
|---|--|---|----------------|
| 1. Gross Acreage of Plat                          | <u>3.8</u>                                 | 7. Lineal Feet of New Streets:                                    |                |
| 2. Number of Lots:                                |  | a. <u>50</u> R/W <u>390</u> ft.                                   |                |
| Residential                                       | <u>2</u>                                   | b. <u>70</u> R/W <u>189</u> ft.                                   |                |
| Commercial  |  | c. <u>        </u> R/W <u>        </u> ft.                        |                |
| Industrial  |  | d. <u>        </u> R/W <u>        </u> ft.                        |                |
| Other   |  | e. <u>        </u> R/W <u>        </u> ft.                        |                |
| Total Number of Lots                              | <u>2</u>                                   | TOTAL   | <u>579</u> ft. |
| 3. Minimum Lot Frontage                           | <u>189</u> ft.                             | 8. Sidewalk adjacent to all                                       |                |
| 4. Minimum Lot Area                               | <u>29,200 sq.</u> ft.                      | streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> |                |
| 5. Existing Zoning                                | <u>R-1</u>                                 |   |                |
| 6. Proposed Zoning                                | <u>R-1</u>                                 |   |                |
| 9. Public Water Supply                            | <u>No</u> (Yes-No), Name <u>        </u>   |   |                |
| 10. Public Sanitary Sewers                        | <u>No</u> (Yes-No), Name <u>        </u>   |   |                |
| 11. Health Department Approval (where applicable) | <u>        </u> (Yes-No)                   |   |                |
| 12. City of Wichita                               | <u>        </u> : Three-Mile Area <u>X</u> |   |                |

STAFF COMMENTS:

- A. The applicant shall contact the Wichita-Sedgwick County Environmental Health Department relative to obtaining instructions for conducting percolation tests to determine whether the use of individual private water and septic tank systems can be permitted on subject property. A letter shall be obtained from said Department setting forth approval of such systems which shall be submitted to the Planning Department.
- B. The 25 foot building setback indicated from 61st Street and Richmond Avenue shall be increased to 30 feet.
- C. The applicant shall be advised that Lot 2, Block A and Lot 2, Block B shown on the sketch plat cannot be built upon or developed until Richmond Avenue is opened and improved.
- D. The 15' x 15' triangular drainage easement shall be enlarged to a 25'x 25' triangular drainage easement.
- E. The City Clerk's signature line shall be relabeled "Donald C. Gisick, Acting City Clerk".
- F. The applicant shall contact the County Engineer relative to the submission of an appropriate guarantee for the improvement of Richmond Avenue.
- G. Recording of the plat within 30 days after approval by the Board of City Commissioners.

NOTE: This plat has been submitted in final form only, as provided for in Article 4, Part 5 of the MAPC Subdivision Regulations. The Utility Advisory Committee should be prepared to comment on existing utilities and other various improvements, or discuss the feasibility of the applicant extending and/or installing same.

Map No.: Y-2-D  
Section No.: 13  
Twp. No.: 26 S  
Range: 1 W

S/D No. 74-125

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Mullen Addition

General Location: 61st St. No. west of Meridian

Name of Property Owner: Charles Mullen

Address: 2620 W. 69th St. No., Rt. 2, Valley Center, Phone: 755-1532

Name of Subdivider: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Agent/Surveyor: Baughman Company

Address: 330 Laura Phone: 262-7271

Date of Application: November 13, 1974

SUBDIVISION INFORMATION:

- |  |   |
|--|---|
| 1. Gross Acreage of Plat <u>3.8</u>                              | 7. Lineal Feet of New Streets:                              |
| 2. Number of Lots:   | a. <u>50</u> R/W <u>390</u> ft.                             |
| Residential _____  | b. <u>70</u> R/W <u>189</u> ft.                             |
| Commercial _____   | c. _____ R/W _____ ft.                                      |
| Industrial _____   | d. _____ R/W _____ ft.                                      |
| Other _____  | e. _____ R/W _____ ft.                                      |
| Total Number of Lots <u>2</u>                                    | TOTAL <u>579</u> ft.  |
| 3. Minimum Lot Frontage <u>189</u> ft.                           | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>X</u> no |
| 4. Minimum Lot Area <u>29,200</u> ft.                            |   |
| 5. Existing Zoning _____   |   |
| 6. Proposed Zoning _____   |   |
| 9. Public Water Supply <u>No</u> (Yes-No), Name _____            |   |
| 10. Public Sanitary Sewers <u>No</u> (Yes-No), Name _____        |   |
| 11. Health Department Approval (where applicable) _____ (Yes-No) |   |
| 12. City of Wichita <u>Three-Mile Area</u> <u>X</u>              |   |

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: Charles W. Mullen

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

Received by J. Richter  
Date 1/23/74  
Fee Submitted 753

Form 223-021

**PAYMENT NOTICE**

City of Wichita

**PAY AT TREASURER'S OFFICE - FIRST FLOOR**

Bldg & Elev.	Elec.	Elev. Insp.	Exam. Fees
Hse. Mvr.	Hse. Moving	Licse.	Mech.
Oil Well	Pav. Cuts	Plan.	Plbg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer		

DESCRIPTION	AMOUNT
<i>Water Bill</i>	<i>4.53</i>

Name

Address

Type

Comments:

Due Date

Date

By

*11/15/71*

*RE 16*