

PLAT NO. S/D 77-6 MAP NO. 5441

NAME ROBBINS FARM ADDITION

LOCATION: N.W. Corner of Broadway and 55th St. South

ENGINEER Baughman Company

OWNER Richardson S. Robinson

APPLICATION FILED 1-12-77

SKETCH PLAT FILED 1-12-77

PRELIMINARY FILED 5-9-77

S/D ACTION 5-19-77 Defer indefinitely / 7-14-77 approve

FINAL FILED 5-8-78 revised: 6-19-78

S/D ACTION 5-18-78 approve 6-29-78

MAPC ACTION 5-25-78 Approval; 7-6-78 Approval

ECC ACTION 8-1-78 Approval

RECORDED August 7, 1978

REMARKS

6-29-78 (Revised Final) approve

B.C.C./B.C.C. Approved 8-1-78

S/D (final) approve 5-18-78

S/D (Revised final) approve 6-25-78

MAPC Approved 7-6-78

S/D 77-6 -ROBBINS FARM ADDITION-
N.W. Corner of Broadway & 55th St.
South, by Baughman Company

Map No. 5441
Sec. No. 20
Twp. No. 28
Range 1E

Subdivision Report and Progress
S/D No.: S 77-6

Name: ROBBINS FARM ADDITION
General Location: N.W. Corner of Broadway and 55th St. South
W. Dale Cooper
Owner: Richard S. Robinson, Managing partner, Robbins Realty
Address: 550 W. Central, Apt. 1005, 67203 Phone: 263-7010-522-1587
Subdivider: 5301 S. Broadway 67216
Address: _____ Phone: _____
Engineer/Surveyor: Baughman Company
Address: 330 Laura, 67211 Phone: 262-7271

Application Received 1-12-77
Conf. with Applicant _____
Sketch Plat Received 1-12-77
Present Zoning "AA" & "LC"
Proposed Zoning _____
Letter of Intent _____
PREL. PLAT RECEIVED 5-9-77
S/D Comm. Action 5-19-77 refer indef.
7-14-77 approve
Dept. Report on Prel. 7-15-77

FINAL PLAT RECEIVED 5-8-78
S/D Comm. Action 5-18-78 approve
6-29-78 (Revised final) approve
Dept. Report on Final 5-19-78
M.A.P.C. ACTION 5-25-78 Approved
Dept. Report on Final 5-25-78
Letter on Irons Received N/A
Title/Taxes Rec'd & Reviewed 7-21-76
Final Review 8-24-76
Referral to B.C.C. 8-24-78

TRACING PROGRESS:
Received _____
Released _____
Received _____
Released _____

B.C.C. ACTION 8-1-78 Approved
Recorded August 7, 1978
MAPL-7-6-78: Approved

Comments:
Send Mr. Nathan H. McDonald
717 E. 58th St. South 67216
524-5790
member of Riverside Drainage District Board
8-4-78 Called Dale Cooper to pick up tracing for
recording.

MAPS
LOS ANGELES
COUNTY
REGISTERED
PLAT

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

5/5 77-6 u

B
10-5-78

ROBBINS FARM ADDITION was

Refiled for record on September 25, 1978

Robert J. McCall
Register of Deeds

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

T9-328

lot dimension correction

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

B
8-16-78

ROBBINS FARM ADDITION was

filed for record on August 7, 1978

Robert J. McCall
Register of Deeds

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

T9-328

THE CITY OF WICHITA
OFFICE OF Industrial Development

DATE September 8, 1978

ST
New
File

TO E. H. Denton, City Manager

FROM Donald M. Wood, Industrial Development Officer

SUBJECT Request for Initiation of Public
Improvements - Robbins Farm

Mr. Dale Cooper and Mr. Richard Robinson have been working with various City of Wichita departments relative to the development policy for public improvements. As of Friday, September 8, 1978, all requirements have been satisfied under AR #31 Revised, to initiate public improvements on a development project entitled "Robbins Farm Addition".

Mr. Cooper and Mr. Robinson have supplied this office with the following:

1. Copies of a bonafide purchase contract for 31 lots representing 35.91 percent of the addition.
2. Assignment of the sales agreements to the City of Wichita, Kansas.
3. A check payable to the City of Wichita in the amount of \$10,010.40 which represents 10 percent of the purchase price of the assigned sales agreements on 35.91 percent of the benefited properties.

The Department of Economic Development staff has reviewed the aforementioned documents and have verified the benefit percentages as accurate calculation.

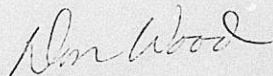
These submissions provide "reasonable assurances" that the City's credit will not be adversely affected by the installation and financing of water, paving and sewer to this project as set out in AR #31 Revised.

With a copy of this memorandum, the originals of these documents are being forwarded to the City Clerk and the check is being forwarded to the City Treasurer for deposit in a trust account.

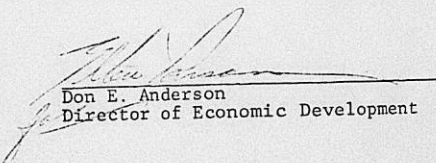


E. H. Denton, City Manager
September 8, 1978
Page 2

It is requested that public improvements as itemized on the attachments be immediately implemented.


Donald M. Wood
Industrial Development Officer

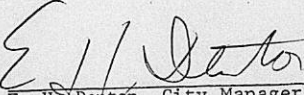
APPROVED:


Don E. Anderson
Director of Economic Development

DMW/kds
attachments

cc: Ray Bruggeman, Director of Public Works
Robert Lakin, Director Planning Department
John Wynkoop, Director of Water Department
Dick Linn, City Engineer

The Director of Public Works and the Director of Water and Water Pollution Control are hereby directed to install the public improvements itemized for this project.


E. H. Denton, City Manager

Date 9-11-78



REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 6th day of September, 1978,
 by and between Robbins Realty
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and Richard S. Nicks
 a married man
 party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

- The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in
LOTS 7, 8, 9, 10, 11, 12, 13 & 14 BLOCK 1; LOTS 7, 8, 9, 10, 11, 12, 13, 14, 29, 30, 31, 32, 33, 34, 35 & 36 BLOCK 2; LOTS 6, 7, 8, 9, 10, 11 & 12 BLOCK 3 ALL IN ROBBINS FROM ADDITION TO WICHITA, SEVING COUNTY, KANSAS
- The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of ONE HUNDRED THOUSAND ONE HUNDRED FOUR DOLLARS AND NO/100 - (\$100,104.00) Dollars in manner following, to-wit: TEN THOUSAND TEN DOLLARS AND NO/100 (\$10,010.00) WITH THIS CONTRACT AND THE BALANCE (\$90,094.00) TO BE CARRIED IN A DEED FOR A TERM OF 2 YEARS AT 9% PER ANNUM. IF BUYER IS UNABLE TO OBTAIN FINANCING FROM SELLER THIS CONTRACT SHALL BE NULL & VOID AND EARNEST MONEY SHALL BE REFUNDED.
- Seller, at his option, agrees to furnish to the Buyer either a complete abstract of title, certified to date, or share equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: EASEMENTS, RESTRICTIONS AND SPECIAL TAX ASSESSMENTS

The Title Evidence shall be sent to BUYER for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with Robbins Realty the sum of TEN THOUSAND TEN DOLLARS AND NO/100 - (\$10,010.00) Dollars, as earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligations hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that, in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any, shall be adjusted and prorated as of CLOSING DATE. Taxes shall be prorated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before SEPTEMBER 16, 1978

9. Possession to be given to Buyer on or before CLOSING DATE
 @ BUYER UNDERSTANDS THAT BUILDING CONSTRUCTION SHALL COMMENCE ON OR BEFORE 6 MONTHS FROM THE SIGNING OF THIS CONTRACT.
 @ BUYER AGREES TO AND UNDERSTANDS TOWN & COUNTRY REAL ESTATE'S EXCLUSIVE RIGHT TO SELL

WITNESS OUR HANDS AND SEALS the day and year first above written.

Richard S. Nicks
 Buyer

Robbins Realty
Richard S. Nicks
 Seller

DATE September 7, 1978

ASSIGNMENT OF SALES AGREEMENTS

Richard S. Robinson and W. Dale Cooper, Managing Partners of Robbins Realty, a Partnership, the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) One (1) certain sales agreements attached hereto for the property listed and described in Attachment I to this assignment and which is hereby incorporated into this assignment as if fully set out herein, together with the sum of Ten Thousand Ten and 40/100 dollars (\$10010.40), said sum being equal to ten (10) percent of the purchase price of the aforementioned sales agreement(s), all of which is given to secure the cost of installing certain petitioned public improvements.

The properties so assigned constitute thirty-five and ninety-one one-hundredth percent (35.91%) of the properties to be benefitted by the following public improvements:

- Sanitary Sewers
- Streets
- Storm Sewers
- Water

(list description of street, drainage, sewer and/or water improvements to be installed.)

It is requested that installation of said improvements be initiated in accordance with the City of Wichita Development Policy for Public Improvements.
ROBBINS REALTY

W. Dale Cooper
W. Dale Cooper, Managing Partner
Richard S. Robinson
Richard S. Robinson, Managing Partner

STATE OF KANSAS)SS
SEDGWICK COUNTY)

Sworn to and subscribed before me this 7th day of September, 1978.

TERESA J. MOORE
NOTARY PUBLIC
Sedgwick County, Kansas
My Appt. Exp. 5-31-82

Teresa J. Moore
Notary Public

My Commission Expires May 31, 1982

(One copy to be sent to the Director of Economic Development of the City of Wichita).

M

LISTING OF SALES AGREEMENTS
in 'ROBBINS FARM' Subdivision

a. Lot 7 - Block 1
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,225.00
d. Down Payment Assigned \$322.50

a. Lot 8 - Block 1
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,225.00
d. Down Payment Assigned \$322.50

a. Lot 9 - Block 1
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,225.00
d. Down Payment Assigned \$322.50

a. Lot 10 - Block 1
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,225.00
d. Down Payment Assigned \$322.50

a. Lot 11 - Block 1
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,225.00
d. Down Payment Assigned \$322.50

a. Lot 12 - Block 1
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,225.00
d. Down Payment Assigned \$322.50

LISTING OF SALES AGREEMENTS
in ROBBINS FARM Subdivision

a. Lot 13 - Block 1
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3225.00
d. Down Payment Assigned \$322.50

a. Lot 14 - Block 1
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,225.00
d. Down Payment Assigned \$322.50

a. Lot 7 - Block 2
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,096.00
d. Down Payment Assigned \$309.60

a. Lot 8 - Block 2
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,096.00
d. Down Payment Assigned \$309.60

a. Lot 9 - Block 2
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,010.00
d. Down Payment Assigned \$301.00

a. Lot 10 - Block 2
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,010.00
d. Down Payment Assigned \$301.00

LISTING OF SALES AGREEMENTS
in _____ ROBBINS FARM _____ Subdivision

a. Lot _____ 11 - Block 2
b. Purchaser _____ Richard E. Nichols
Address _____ 645 Lulu, Wichita, Kansas
Telephone _____ 267-6624
c. Contract Sales Price _____ \$3,010.00
d. Down Payment Assigned _____ \$301.00

a. Lot _____ 12 - Block 2
b. Purchaser _____ Richard E. Nichols
Address _____ 645 Lulu, Wichita, Kansas
Telephone _____ 267-6624
c. Contract Sales Price _____ \$3,010.00
d. Down Payment Assigned _____ \$301.00

a. Lot _____ 13 - Block 2
b. Purchaser _____ Richard E. Nichols
Address _____ 645 Lulu, Wichita, Kansas
Telephone _____ 267-6624
c. Contract Sales Price _____ \$3,010.00
d. Down Payment Assigned _____ \$301.00

a. Lot _____ 14 - Block 2
b. Purchaser _____ Richard E. Nichols
Address _____ 645 Lulu, Wichita, Kansas
Telephone _____ 267-6624
c. Contract Sales Price _____ \$3,096.00
d. Down Payment Assigned _____ \$309.60

a. Lot _____ 29 - Block 2
b. Purchaser _____ Richard E. Nichols
Address _____ 645 Lulu, Wichita, Kansas
Telephone _____ 267-6624
c. Contract Sales Price _____ \$3,096.00
d. Down Payment Assigned _____ \$309.60

a. Lot _____ 30 - Block 2
b. Purchaser _____ Richard E. Nichols
Address _____ 645 Lulu, Wichita, Kansas
Telephone _____ 267-6624
c. Contract Sales Price _____ \$3,010.00
d. Down Payment Assigned _____ \$301.00

LISTING OF SALES AGREEMENTS
in _____ ROBBINS REALTY Subdivision

a. Lot _____ 31 - Block 2
b. Purchaser _____ Richard E. Nichols
Address _____ 645 Lulu, Wichita, Kansas
Telephone _____ 267-6624
c. Contract Sales Price _____ \$3,010.00
d. Down Payment Assigned _____ \$301.00

a. Lot _____ 32 - Block 2
b. Purchaser _____ Richard E. Nichols
Address _____ 645 Lulu, Wichita, Kansas
Telephone _____ 267-6624
c. Contract Sales Price _____ \$3,010.00
d. Down Payment Assigned _____ \$301.00

a. Lot _____ 33 - Block 2
b. Purchaser _____ Richard E. Nichols
Address _____ 645 Lulu, Wichita, Kansas
Telephone _____ 267-6624
c. Contract Sales Price _____ \$3,010.00
d. Down Payment Assigned _____ \$301.00

a. Lot _____ 34 - Block 2
b. Purchaser _____ Richard E. Nichols
Address _____ 645 Lulu, Wichita, Kansas
Telephone _____ 267-6624
c. Contract Sales Price _____ \$3,010.00
d. Down Payment Assigned _____ \$301.00

a. Lot _____ 35 - Block 2
b. Purchaser _____ Richard E. Nichols
Address _____ 645 Lulu, Wichita, Kansas
Telephone _____ 267-6624
c. Contract Sales Price _____ \$3,096.00
d. Down Payment Assigned _____ \$309.60

a. Lot _____ 36 - Block 2
b. Purchaser _____ Richard E. Nichols
Address _____ 645 Lulu, Wichita, Kansas
Telephone _____ 267-6624
c. Contract Sales Price _____ \$3,418.50
d. Down Payment Assigned _____ \$341.85

LISTING OF SALES AGREEMENTS
in ROBBINS REALTY Subdivision

a. Lot 6 - Block 3
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,418.50
d. Down Payment Assigned \$341.85

a. Lot 7 - Block 3
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,418.50
d. Down Payment Assigned \$341.85

a. Lot 8 - Block 3
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,762.50
d. Down Payment Assigned \$376.25

a. Lot 9 - Block 3
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,762.50
d. Down Payment Assigned \$376.25

a. Lot 10 - Block 3
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,762.50
d. Down Payment Assigned \$376.25

a. Lot 11 - Block 3
b. Purchaser Richard E. Nichols
Address 645 Lulu, Wichita, Kansas
Telephone 267-6624
c. Contract Sales Price \$3,762.50
d. Down Payment Assigned \$376.25

LISTING OF SALES AGREEMENTS
in _____ ROBBINS REALTY _____ Subdivision

a. Lot _____ 12 - Block 3 _____
b. Purchaser _____ Richard E. Nichols _____
Address _____ 645 Lulu, Wichita, Kansas _____
Telephone _____ 267-6624 _____
c. Contract Sales Price _____ \$3,418.50 _____
d. Down Payment Assigned _____ \$341.85 _____

a. Lot _____
b. Purchaser _____
Address _____
Telephone _____
c. Contract Sales Price _____
d. Down Payment Assigned _____

a. Lot _____
b. Purchaser _____
Address _____
Telephone _____
c. Contract Sales Price _____
d. Down Payment Assigned _____

a. Lot _____
b. Purchaser _____
Address _____
Telephone _____
c. Contract Sales Price _____
d. Down Payment Assigned _____

a. Lot _____
b. Purchaser _____
Address _____
Telephone _____
c. Contract Sales Price _____
d. Down Payment Assigned _____

a. Lot _____
b. Purchaser _____
Address _____
Telephone _____
c. Contract Sales Price _____
d. Down Payment Assigned _____

CITY OF WICHITA

35% DEVELOPMENT POLICY REQUIREMENTS--RECAPITULATION PAGE

SUBDIVISION NAME Robbins Farm

Page No.	Square Footage (All Utilities) Phase #	Paving	Sewer	Water	Lots Sold	Lots Pledged
1 of 6	143,456.88 ✓	100%	100%	100%	8 - 75,000	8 - 75,000
2 of 6	143,531.83 ✓	↓	↓	↓	1 - 8,398	1 - 8,398
3 of 6	176,110.77 ✓				7 - 56,576	7 - 56,576
4 of 6	130,827.70 ✓				8 - 65,858	8 - 65,858
5 of 6	137,007.84 ✓				6 - 53,040	6 - 53,040
6 of 6	63,239.97 ✓				1 - 8,398	1 - 8,398
TOTALS	744,174.99 ✓	744,174.99	744,174.99	744,174.99	31 - 267,270	31 - 267,270
% Pledged By Utility		35.9%	35.9%	35.9%		
Average % Pledged		Average	35.9%			

CITY OF WICHITA
 SUBDIVISION IMPROVEMENT RECAPITULATION

Subdivision Name ROBBINS FARM

Lots Sold
 (X)

Improvements Petitioned (X)

Block No.	Lot No.	Square Footage	Paving				Sewer				Water								
			#1	#2	#3	#4	#1	#2	#3	#4	#1	#2	#3	#4					
1	16	9,375.00	X				X							X					
	17	9,375.00	X				X							X					
	18	9,375.00	X				X							X					
	19	9,375.00	X				X							X					
	20	10,502.25	X				X							X					
	21	13,672.16	X				X							X					
	22	10,925.00	X				X							X					
	23	12,043.10	X				X							X					
2	1	10,158.82	X				X							X					
	2	8,066.50	X				X							X					
	3	8,066.50	X				X							X					
	4	8,066.50	X				X							X					
	5	8,066.50	X				X							X					
	6	8,066.50	X				X							X					
	7	8,398.00	X				X							X					

143,531.83

CITY OF WICHITA
 SUBDIVISION IMPROVEMENT RECAPITULATION
 Improvements Petitioned (X) Lots Sold (X)

Subdivision Name ROBBINS FARM

Block No.	Lot No.	Square Footage	Paving				Sewer				Water							
			#1	#2	#3	#4	#1	#2	#3	#4	#1	#2	#3	#4				
2	8	8,398.00	X							X				X				
	9	7,956.00	X							X				X				
	10	7,956.00	X							X				X				
	11	7,956.00	X							X				X				
	12	7,956.00	X							X				X				
	13	7,956.00	X							X				X				
	14	8,398.00	X							X				X				
	15	8,398.00	X							X				X				
	16	8,177.00	X							X				X				
	17	8,177.00	X							X				X				
	18	8,177.00	X							X				X				
	19	8,177.00	X							X				X				
	20	8,878.77	X							X				X				
	21	10,925.00	X							X				X				
	22	8,625.00	X							X				X				

CITY OF WICHITA
 SUBDIVISION IMPROVEMENT RECAPITULATION

Subdivision Name ROBBINS FARM

Block No.	Lot No.	Square Footage	Improvements Petitioned (X)												Lots Sold (X)			
			Paving				Sewer				Water				#1	#2	#3	#4
			#1	#2	#3	#4	#1	#2	#3	#4	#1	#2	#3	#4	#1	#2	#3	#4
2	38	9,282.00	X				X				X							
	39	9,282.00	X				X				X							
	40	9,282.00	X				X				X							
	41	10,522.36	X				X				X							
3	1	10,239.48	X				X				X							
	2	8,840.00	X				X				X							
	3	8,840.00	X				X				X							
	4	8,840.00	X				X				X							
	5	8,840.00	X				X				X							
	6	8,398.00	X				X				X							
	7	8,398.00	X				X				X							
	8	9,061.00	X				X				X				X			
	9	9,061.00	X				X				X				X			
	10	9,061.00	X				X				X				X			
	11	9,061.00	X				X				X				X			

the Daily Record

Published Daily
at the Price of \$100
per Annum

AFFADAVIT OF PUBLICATION

88153 (Published in the Daily Record August 11, 1978) 11

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF STORM WATER SEWER NO. 139 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING STORM WATER SEWER NO. 139 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE, TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Storm Water Sewer No. 139 in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be One Hundred Twenty-Five Thousand Dollars (\$125,000.00) payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1% per month from and after the date of approval of this resolution.

SECTION 3. That the cost of said improvement, when ascertained, shall be assessed against the land lying within a benefit district described as follows:

All Lots in Blocks 1, 2 and 3 in Robbins Farm Addition, Wichita, Kansas

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a fractional basis. Each lot in blocks 1, 2 and 3 of Robbins Farm Addition shall pay 1/82 of the total cost payable by the improvement district. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefor, which plans, specifications, and a preliminary estimate of cost shall be presented to the Body for its approval.

SECTION 6. The advisability of the improvements set forth above is hereby established as authorized by K.S.A., 1974 Supp. 12-601 et seq.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, this 8th day of August, 1978.

CONNIE A. PETERS, Mayor
ATTEST: (SEAL) DONALD C. GISICK, City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, SS:

MARGARET PHILLIPS, of lawful age, being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD formerly known as The Democrat & Daily Record, a newspaper printed in the State of Kansas, and published in and of general paid circulation on a weekly, monthly or yearly basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office of Wichita in said County and State as second class matter.

That a notice, a true copy of which is hereto attached, was published in the regular and entire issue of said newspaper for _____ consecutive _____ as follows:

1st AUG 11 1978
2nd _____
3rd _____
4th _____
5th _____
6th _____

Margaret Phillips
Business Manager

Subscribed and sworn to before me this 14th day of Aug 19 78

William V. Krause
Notary Public

My commission expires
NOV 29 1981

Publication Fees
\$ 11.07

59
WILLIAM V. KRAUSE
STATE NOTARY PUBLIC
Marion County, Kansas
My Appt. Exp. NOV 29 1981

The Daily Record

WICHITA, KANSAS
PUBLISHED DAILY
EXCEPT SUNDAYS

AFFADAVIT OF PUBLICATION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION THE BOARD OF DIRECTORS OF PALISADE AVENUE FROM THE NORTH LINE OF 55th STREET SOUTH TO THE NORTH LINE OF ROBINS FARM ADDITION, MIDLAND AVENUE FROM THE NORTH LINE OF ROBINS FARM ADDITION, CAMPUS AVENUE FROM THE EAST LINE OF PALISADE AVENUE TO THE WEST LINE OF MIDLAND AVENUE, 54th STREET SOUTH FROM THE EAST LINE OF MIDLAND AVENUE IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY

BEIT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING PALISADE AVENUE FROM THE NORTH LINE OF 55th STREET SOUTH TO THE NORTH LINE OF ROBINS FARM ADDITION, MIDLAND AVENUE FROM THE NORTH LINE OF ROBINS FARM ADDITION, CAMPUS AVENUE FROM THE EAST LINE OF PALISADE AVENUE TO THE WEST LINE OF MIDLAND AVENUE, 54th STREET SOUTH FROM THE EAST LINE OF MIDLAND AVENUE IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave the following streets in the manner described:

That there be constructed pavement on Palisade Avenue from the north line of 55th Street South to the north line of Robins Farm Addition. That said pavement between aforesaid limits be constructed for a width of thirty-six (36) feet from gutter line to gutter line, cement combined curb and gutter to be two (2) feet and six (6) inches in width, making a total roadway of forty (40) feet. That said pavement shall consist of an asphaltic concrete base six (6) inches in thickness and an asphaltic concrete wearing surface two (2) inches in thickness, composed of stone, sand, mineral filler and asphalt.

That there be constructed pavement on Midland Avenue from the north line of 55th Street South to the north line of Robins Farm Addition, that there be constructed pavement on Campus Avenue from the east line of Palisade Avenue to the west line of Midland Avenue, that there be constructed pavement on 54th Street South from the east line of Palisade Avenue to the west line of Midland Avenue. That said pavement between aforesaid gutter line to gutter line, cement combined curb and gutter to be two (2) feet and six (6) inches in width, making a total roadway of thirty-four (34) feet. That said pavement shall consist of an asphaltic concrete base six (6) inches in thickness and an asphaltic concrete wearing surface two (2) inches in thickness, composed of stone, sand, mineral filler, and asphalt.

SECTION 2. That the cost of said improvement provided for in Section 1 is estimated to be Three Hundred Forty-Two Thousand One Hundred Dollars (\$342,100.00) payable by the improvement district and payable by the City of Wichita at large for intersections and additional width for collector street standards, and the east half of Midland Avenue from the north line of Addition. Said estimated cost as set forth is hereby increased at the pro rata rate of 1% per month from and after the date of approval of this resolution.

SECTION 3. That the cost of said improvement, when ascertained, shall be assessed against the land lying within a benefit district described as follows:

All lots in Blocks 1, 2 and 3 in Robins Farm Addition, Wichita, Kansas, and part of the Southeast Quarter of Section 20, Township 28 South, Range 1 East, Sedgewick County, Kansas, described as follows: Beginning at a point on the west line of said Southeast Quarter, said point being fifty (50) feet north of the south line of the (45-56) feet to the west line of Palisade Avenue; thence easterly, parallel with the south line of the (45-56) feet to the west line of Palisade Avenue; thence northerly along said west line five hundred ninety-one (591.96) feet; thence westerly parallel with the south line of said Southeast Quarter to the west line of said Southeast Quarter; thence southerly along said west line to the point of beginning.

SECTION 4. The method of apportioning all costs of said improvement attributable to the owners of land lot in Blocks 1, 2 and 3 of Robins Farm Addition shall pay 1/88 of the total cost payable by the improvement district, and that part of the Southeast Quarter of Section 20, Township 28 South, Range 1 East, Sedgewick County, Kansas described as follows: Beginning at a point on the west line of said Southeast Quarter, said point being fifty (50) feet north of the south line of said Southeast Quarter, said point being fifty (50) feet north of the south line of said Southeast Quarter; thence easterly parallel with the south line of said Southeast Quarter, said point being fifty (50) feet north of the south line of said Southeast Quarter; thence northerly along said west line five hundred ninety-one (591.96) feet; thence westerly parallel with the south line of said Southeast Quarter, to the west line of said Southeast Quarter; thence southerly along said west line to the point of beginning shall pay 8/88 of the total cost payable by the improvement district except when driveways are requested to serve a particular tract, lot or parcel the cost of said driveway shall be a direct addition to the assessment for other improvements.

SECTION 5. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefor, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 6. The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1974 Supp. 62-6-01 et seq.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, this 8th day of August, 1978.

CORINNE A. PETERS, Mayor
ATTEST: (SEAL) DONALD C. GISICK, City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, SS:

MARGARET DILLON, of lawful age, being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD formerly known as The Democrat & Daily Record, a newspaper printed in the State of Kansas, and published in and of general paid circulation on a weekly, monthly or yearly basis in Sedgewick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office of Wichita in said County and State as second class matter.

That a notice, a true copy of which is hereto attached, was published in the regular and entire issue of said newspaper for consecutive

- 1st AUG 11 1978
- 2nd _____
- 3rd _____
- 4th _____
- 5th _____
- 6th _____

Margaret Dillon
Business Manager

Subscribed and sworn to before me this 11th day of Aug 1978

Arthur J. Dill
Notary Public

My commission expires NOV 29 1981

Publication Fees \$ 25.51

136
WILLIAM V. KRAUSE
STATE NOTARY PUBLIC
Marion County, Kansas
My Appt. Exp. NOV 29 1981

the Daily Record

AFADAVIT OF PUBLICATION

88152 (Published in the Daily Record August 11, 1978)

RESOLUTION
RESOLUTION OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 127, SOUTHWEST INTERCEPTOR SEWER IN THE CITY OF WICHITA, KANSAS PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING LATERAL 127, SOUTHWEST INTERCEPTOR SEWER IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 127, Southwest Interceptor Sewer, in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Two Hundred Eleven Thousand Dollars (\$211,000.00) payable by the improvement district. Said estimated cost as set forth above is hereby increased at the pro-rata rate of 1% per month from and after the date of approval of this resolution.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

All lots in Blocks 1, 2 and 3 of Robbins Farm Addition, Wichita, Kansas, and part of the Southeast Quarter of Section 20, Township 28 South, Range 1 East Sedgewick County, Kansas, described as follows: Beginning at the Northwest Corner of Lot 1, Block 3, Robbins Farm Addition, thence northeasterly, along an extension of the west line of said Lot 1, one hundred eleven and ninety-one hundredths (111.91) feet; thence easterly, parallel to and one hundred ten and fifty hundredths (110.50) feet north of the north line of said Robbins Farm Addition, one thousand forty-four and ten hundredths (1044.10) feet; thence along a curve to the left with a radius of two hundred thirty-seven and thirty-eight hundredths (237.38) feet, a central angle of twenty-nine (29) degrees fifteen (15) minutes twelve (12) seconds, and an arch length of one hundred twenty-one and twenty hundredths (121.20) feet, to the P. T. of said curve; thence northeasterly, along the tangent of said curve, one hundred fifteen (115) feet; thence southeasterly, with a deflection angle to the right of ninety (90) degrees, ninety-five (95) feet; thence southwesterly, with a deflection angle to the right of ninety (90) degrees, one hundred fifteen (115) feet; thence southeasterly, with a deflection angle to the left of ninety (90) degrees, sixty-six and thirty-five hundredths (66.35) feet; thence westerly, along the north line of said Robbins Farm Addition, one thousand two hundred fifty-six and sixty-six hundredths (1256.66) feet to the point of beginning.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a fractional basis, each lot in Blocks 1, 2 and 3 of Robbins Farm Addition shall pay 1/98 of the total cost payable by the improvement district, and that part of the Southeast Quarter of Section 20, Township 28 South, Range 1 East, Sedgewick County, Kansas, described as follows: Beginning at the Northwest Corner of Lot 1, Block 3, Robbins Farm Addition; thence northeasterly along an extension of the west line of said Lot 1, one hundred eleven and ninety-one hundredths (111.91) feet; thence easterly, parallel to and one hundred ten and fifty hundredths (110.50) feet north of the north line of said Robbins Farm Addition one thousand forty-four and ten hundredths (1044.10) feet; thence along a curve to the left with a radius of two hundred thirty-seven and thirty-eight hundredths (237.38) feet, a central angle of twenty-nine (29) degrees fifteen (15) minutes twelve (12) seconds, and an arc length of one hundred twenty-one and twenty hundredths (121.20) feet to the P. T. of said curve; thence northeasterly along the tangent of said curve, one hundred fifteen (115) feet; thence southeasterly, with a deflection angle to the right of ninety (90) degrees, ninety-five (95) feet; thence southwesterly with a deflection angle to the left of ninety (90) degrees, one hundred fifteen (115) feet; thence southeasterly with a deflection angle to the left of ninety (90) degrees, sixty-six and thirty-five hundredths (66.35) feet; thence westerly along the north line of said Robbins Farm Addition, one thousand two hundred fifty-six and sixty-six hundredths (1256.66) feet to the point of beginning shall pay 16/98 of the total cost payable by the improvement district.

SECTION 5. That all costs of the improvements of the sanitary sewer system shall be assessed to the improvement district as provided by section 4 hereof.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefor, which plans, specifications, and a preliminary estimate of cost shall be presented to the City for its approval.

SECTION 7. The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1974 Supp. 12-501 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, this 8th day of August, 1978.

CONNIE A. PETERS, MAYOR
ATTEST (SEAL) DONALD C. GISICK, CITY CLERK
(116)

STATE OF KANSAS, SEDGWICK COUNTY, SS:

MARGARET PHILLIPS, of lawful age, being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD formerly known as The Democrat & Daily Record, a newspaper printed in the State of Kansas, and published in and of general paid circulation on a weekly, monthly or yearly basis in Sedgewick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least weekly fifty (50) time a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office of Wichita in said County and State as second class matter.

That a notice, a true copy of which is hereto attached, was published in the regular and entire issue of said newspaper for _____ consecutive _____ as follows:

1st AUG 11 1978
2nd _____
3rd _____
4th _____
5th _____
6th _____

Margaret Phillips
Business Manager

Subscribed and sworn to before me this 11th day of AUG 1978
William V. Krause
Notary Public
My commission expires NOV 29 1981

Publication Fees \$ 2.75

WILLIAM V. KRAUSE
STATE NOTARY PUBLIC
Marion County, Kansas
My Appt. Exp. NOV 29 1981

the Daily Record

AFADAVIT OF PUBLICATION

88134 (Published in the Daily Record August 4, 1978)11

RESOLUTION
A RESOLUTION OF FINDING AS TO THE ADVISABILITY AND A RESOLUTION AUTHORIZING CONSTRUCTION AND ORDERING AND DIRECTING UNDER AND PURSUANT TO K.S.A. 12-6a, AN IMPROVEMENT CONSISTING OF A WATERWORKS SYSTEM TO MAKE WATER AND WATER SERVICE AVAILABLE TO THE PROPERTY ADJACENT TO 54TH ST. SO. FROM 150 FT. W. OF BROADWAY AVE. TO 688 FT. W. OF BROADWAY, AND IN THE ROBBINS FARM ADDITION.

PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

WHEREAS, a petition was filed with the City Clerk on the 19th day of July, 1978, and WHEREAS, the following findings as to the advisability of an improvement under and pursuant to K.S.A. 12-6a, are hereby made to make water and water service available to the property adjacent to 54th St. So. from 150 ft. W. of Broadway Ave. to 688 ft. W. of Broadway, and in the Robbins Farm Addition.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING WATER AND WATER SERVICE FACILITIES TO THE AFOREMENTIONED AREA BY THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE, TO-WIT:

SECTION I. That it is necessary and in the public interest to make an improvement consisting of such mains, pipes, valves, hydrants, meters and appurtenances as are requisite to make water and water service available to the property adjacent to 54th St. So. from 150 ft. W. of Broadway Ave. to 688 ft. W. of Broadway, and in the Robbins Farm Addition.

SECTION II. That the estimated or probable cost of the foregoing improvement is \$93,400.00. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1% per month from and after the date of approval of this resolution.

SECTION III. That the Governing Body hereby further finds and finally determines that the boundaries of the improvement district against which a portion of the costs of said improvement shall be assessed are hereby established and fixed as the following legal description:

In the SE $\frac{1}{4}$ of Section 20, Township 28 S., Range 1 E of Wichita, Sedgwick County, Kansas; all of Blocks 1, 2, and the SE corner of said SE $\frac{1}{4}$, thence W 292.99 ft., thence S 82 ft., thence southwestery at an angle to the right of the Midland Valley right-of-way, thence southeastery 54th St. So., thence easterly along a line 150 ft. from the S. line of 54th St. So. to a point 210 ft. W. of the SE corner of above said SE $\frac{1}{4}$, thence N 370 ft. to the point of beginning.

SECTION IV. The method of assessment of the share of costs apportioned to the improvement district shall be equally per square foot against all land in the improvement district liable for assessment, and so assessed as a special benefit.

SECTION V. The share of the total actual costs of the improvement shall be eighty-two and forty-four hundredths per cent (82.44%) thereof and the share of costs to be borne by the City at large shall be seventeen and fifty-six hundredths per cent (17.56%) thereof.

SECTION VI. That the Chief Engineer, Water Engineering of the Water Department of the City of Wichita, Kansas, be and is hereby appointed and directed to prepare under oath a detailed estimate of the cost of said improvement together with plans and specifications therefor, and file the same with the City Clerk for consideration and action thereon by the Governing Body of the City of Wichita, Kansas.

SECTION VII. The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1972 Supp. 12-6a(1), et seq.

SECTION VIII. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION IX. This Resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 1st day of August, 1978.

CONNIE A. PETERS, MAYOR

ATTEST: (SEAL) DONALD C. GISICK, CITY CLERK

STATE OF KANSAS, SEDGWICK COUNTY, SS.

MARABLE PHILIPS of lawful age, being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD formerly known as The Democrat & Daily Record, a newspaper printed in the State of Kansas, and published in and of general paid circulation on a weekly, monthly or yearly basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least weekly fifty (50) time a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office of Wichita in said County and State as second class matter.

That a notice, a true copy of which is hereto attached, was published in the regular and entire issue of said newspaper for one consecutive time as follows:

1st AUG 4 - 1978

2nd _____

3rd _____

4th _____

5th _____

6th _____

Margaret Phillips
Business Manager

Subscribed and sworn to before me this 7th day of Aug 19 78

William V. Krause
Notary Public

My commission expires NOV 29 1981

Publication Fees

\$18.01

96

WILLIAM V. KRAUSE
STATE NOTARY PUBLIC
Marion County, Kansas
My Comm. Exp. - NOV 29 1981

the Daily Record

AFFADAVIT OF PUBLICATION

88154 (Published in the Daily Record August 11, 1978)

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF STORM WATER SEWER NO. 136 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING STORM WATER SEWER NO. 136 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE, TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Storm Water Sewer No. 136 in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be One Hundred, Fifty-five Thousand Dollars (\$155,000.00) payable by the improving district. Said estimated cost as above set forth is hereby increased at the preferential rate of 1% per month from and after the date of approval of this resolution.

SECTION 3. That the cost of said improvement, when ascertained, shall be assessed against the land lying within a benefit district described as follows:

WITHIN CORPORATE LIMITS

All Lots 1 through 12 inclusive, the west sixty feet and north five feet of Lot 13, and the west sixty feet of Lots 14 and 15 of Block 1; the north forty-seven feet of Lot 4; all Lots 5 through 9 inclusive; Lots 10 through 12 inclusive except the west sixty feet thereof; all Lots 13 through 26 inclusive; Block 2; all Lots in Block 3; all Lots 1 through 5 inclusive except the west sixty feet thereof; and all Lots 6 through 27; Block 4; and all Lots in Block 5 all within Cottonwood Village Second Addition.

All that part of the Southwest Quarter of Section 31, Township 26 South, Range 2 East of the 6th P.M., Sedgewick County, Kansas, described as follows:

Beginning at the Northwest Corner of Cottonwood Village Second Addition; thence easterly along the north line of Thirty-Second Street North bearing north eighty-eight degrees fifty-five minutes one second east, a distance of one hundred forty-four and ten hundredths feet; thence along a curve to the left having a radius of three hundred thirty-eight and twenty hundredths feet, a central angle of thirty degrees zero minutes zero seconds, and an arc length of one hundred seventy-seven and eight hundredths feet; thence north fifty-eight degrees fifty-five minutes one second east, six feet; thence along a curve to the right having a radius of four hundred eight and twenty hundredths feet, a central angle of thirty degrees zero minutes zero seconds and an arc length of two hundred thirteen and seventy-four hundredths feet; thence south eighty-eight degrees fifty-five minutes one second west, five hundred twenty-two and seventy-eight hundredths feet; thence south one degree fourteen minutes thirty seconds east, one hundred three feet to the point of beginning.

OUTSIDE CORPORATE LIMITS:

All that part of the Southwest Quarter of Section 31, Township 26 South, Range 2 East of the 6th P.M., Sedgewick County, Kansas described as follows: Beginning at a point on the east line of Woodlawn one hundred three feet north of the Northwest Corner of Cottonwood Village Second Addition; thence north along said east line bearing north one degree fourteen minutes thirty seconds west, two hundred eighteen and forty-four hundredths feet; thence north eighty-eight degrees fifty-five minutes one second east two hundred feet; thence north fifty-six degrees forty-five minutes ten seconds east nine hundred thirty-seven and seventy-two hundredths feet; thence south fifty-six degrees eleven minutes forty-nine seconds east, four hundred eighty-one and ninety-three hundredths feet; thence north eighty-eight degrees fifty-five minutes zero second east, one hundred thirty-nine and twenty-five hundredths feet; thence south one degree fourteen minutes thirty seconds east, four hundred forty-two feet to the north line of Cottonwood Village Second Addition; thence south eighty-eight degrees fifty-five minutes one second west, one thousand five hundred twenty-nine and one hundredths feet to the point of beginning.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be by the square foot. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefor, which plans specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 6. The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1974 Supp. 12-4-01 et seq.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, this 8th day of August, 1978.

CONNIE A. PETERS, Mayor
ATTEST: (SEAL) DONALD C. GISICK, City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, SS:

MARGARET PHILLIPS, of lawful age, being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD, formerly known as The Democrat & Daily Record, a newspaper printed in the State of Kansas, and published in and of general paid circulation on a weekly, monthly or yearly basis in Sedgewick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least weekly fifty (50) time a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office of Wichita in said County and State as second class matter.

That a notice, a true copy of which is hereto attached, was published in the regular and entire issue of said newspaper for _____ consecutive _____ as follows:

1st AUG 11 1978
2nd _____
3rd _____
4th _____
5th _____
6th _____
Margaret Phillips
Business Manager

Subscribed and sworn to before me this 11th day of August 1978
Notary Public

My commission expires NOV 29 1981

Publication Fees \$ 21.01

112
WILLIAM V. KRAUSE
STATE NOTARY PUBLIC
Marion County, Kansas
My Appt. Exp. NOV 29 1981

REMITTER

ROBBINS REALTY



UNION NATIONAL BANK
WICHITA, KANSAS 67201

NOTICE TO CUSTOMER
THE PURCHASE OF AN INDEMNITY
BOND WILL BE REQUIRED BEFORE
THIS CHECK WILL BE REPLACED
OR REFUNDED IN THE EVENT IT IS
LOST, MISPLACED OR STOLEN.

516992

40-54
1011

DATE
9-7-78

PAY TO THE ORDER OF CITY OF WICHITA

AMOUNT
\$10,010.40****

\$10010d01s40cts

CASHIER'S CHECK

Sandra M. Ellis

ASST. VICE PRESIDENT

ASST. CASHIER

⑈00516992⑈ ⑆1011⑈0054⑆ 000⑈0604⑈

WILLIAM L. KORBER
BAUGHMAN CO.
S U R V E Y O R S

PHONE 316/262-7271

330 LAURA

WICHITA, KANSAS 67211

State of Kansas)
) SS February 3, 1978
County of Sedgwick)

We, Baughman Company, Surveyors in aforesaid county and state do hereby certify that we did on this 3rd day of February, 1978 survey the following described tract: A strip of land 50 feet in width lying 25 feet on each side of the following described line; Commencing at the S.W. Corner of the SE $\frac{1}{4}$ of Sec. 20, Twp. 28-S, R-1-E, Sedgwick County, Kansas; thence easterly along the south line of said SE $\frac{1}{4}$, 27.25 feet to the point of beginning; thence northeasterly, with a deflection angle to the left of 80° 53' 42", 1559.41 feet; thence northwesterly, with a deflection angle to the left of 78° 08' 33", 254.90 feet to a point 25 feet east of the west line of said SE $\frac{1}{4}$; thence northerly, parallel to and 25 feet east of said west line, 1012.79 feet to the north line of said SE $\frac{1}{4}$.

An existing Cities Service Pipeline lies within the above described tract as shown on the accompanying plat.

William L. Korber
Surveyor



ASSIGNMENT OF RIGHT-OF-WAY AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, That CITIES SERVICE OIL COMPANY, a Delaware corporation, with offices at the Cities Service Building, Tulsa, Oklahoma 74102, hereinafter called the Grantor, for and in consideration of a property dividend that included the Right-of-Way Agreements hereinafter described declared to its sole stockholder of record at 7:45 A. M. on January 1, 1978, being CITIES SERVICE COMPANY, a Delaware corporation, whose address is P. O. Box 300, Tulsa, Oklahoma, hereinafter called the Grantee, under a resolution dated January 1, 1978, adopted by unanimous written consent of its Board of Directors, and to effect of record such transfer, does hereby grant, bargain, sell, transfer, assign and convey unto the Grantee, its successors and assigns, all of Grantor's right, title and interest in and to the following described Right-of-Way Agreements:

(1) Right-of-Way Agreement, dated June 27, 1956, granted by H. N. Robbins and Agnes L. Robbins, as Grantor, to Cities Service Oil Company, as Grantee, covering the Southeast Quarter (SE/4) of Section 20, Township 28 South, Range 1 East in Sedgwick County, Kansas, recorded in Book 373, at Page 273, of the Register of Deeds Office, Sedgwick County, Kansas;

(2) Right-of-Way Agreement, dated July 28, 1956, granted by Helena M. Robbins, as Grantor, to Cities Service Oil Company, as Grantee, covering the Southeast Quarter (SE/4) of Section 20, Township 28 South, Range 1 East in Sedgwick County, Kansas, recorded in Book 375, at Pages 129-130, of the Register of Deeds Office, Sedgwick County, Kansas,

together with all pipelines and related facilities in place on said Right-of-Way Agreements belonging to Grantor.

IN WITNESS WHEREOF, the duly authorized officers of CITIES SERVICE OIL COMPANY have executed this instrument on this 28th day of February, 1978.

CITIES SERVICE OIL COMPANY

By Wiley C. Hill
WILEY C. HILL Attorney-in-Fact

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

I, NORMA JEAN GRINDLE, a Notary Public in and for said County and said State, hereby certify that WILEY C. HILL, whose name as Attorney-in-Fact is signed to the foregoing assignment, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal of office this 28th day of February, 1978.

Norma Jean Grindle
Notary Public - NORMA JEAN GRINDLE

My Commission Expires:

MY COMMISSION EXPIRES JANUARY 14, 1980

AGREEMENT

THIS AGREEMENT, made and entered this ___ day of _____, 1978, by, between and among W. Dale Cooper and Richard S. Robinson, doing business as ROBBINS REALTY, a Partnership, with offices located in Wichita, Kansas, hereinafter called "Owners", and CITIES SERVICE COMPANY, a Delaware corporation, with principal business offices in Tulsa, Oklahoma, hereinafter called "Company", and ~~DERBY OIL COMPANY, a~~ ^{MC-LL} ~~corporation, with business offices~~ ^{MC-LL} ~~hereinafter called "Derby".~~ ^{MC-LL}

WITNESSETH, That,

WHEREAS, Cities Service Oil Company assigned to Cities Service Company, by Assignment of Right of Way Agreements, dated _____, 1978, and recorded in Book ___, at Page ___, of the Register of Deeds Office, Sedgwick County, Kansas, two valid and existing Right-of-Way Agreements, described as follows:

(1) Right-of-Way Agreement, dated June 27, 1956, granted by H. N. Robbins and Agnes L. Robbins, as Grantor, to Cities Service Oil Company, as Grantee, covering the Southeast Quarter (SE/4) of Section 20, Township 28 South, Range 1 East in Sedgwick County, Kansas, recorded in Book 373, at Page 273, of the Register of Deeds Office, Sedgwick County, Kansas;

(2) Right-of-Way Agreement, dated July 28, 1956, granted by Helena M. Robbins, as Grantor, to Cities Service Oil Company, as Grantee, covering the Southeast Quarter (SE/4) of Section 20, Township 28 South, Range 1 East in Sedgwick County, Kansas, recorded in Book 375, at Pages 129-130, of the Register of Deeds Office, Sedgwick County, Kansas,

together with all pipelines and related facilities in place on said Right-of-Way Agreements belonging to Grantor.

Both said Right-of-Way Agreements, collectively, are hereinafter called "Right-of-Way Agreements". Pursuant to which said Right-of-Way Agreements Company owns, operates and maintains a four-inch high pressure Natural Gas Liquid pipeline, hereinafter called "Pipeline", across said land; and,

WHEREAS, subject to said Right-of-Way Agreements, Owners warrant to Company that they own and are in possession of the Southeast Quarter (SE/4) of Section 20, Township 28 South, Range 1 East, Sedgwick County, Kansas, hereinafter called "Owners' Tract"; and,

WHEREAS, Owners request Company to modify said Right-of-Way Agreements as to said Owners' Tract by limiting the width of the pipeline right-of-way and releasing the remainder of said Owners' Tract from the operation of Right-of-Way Agreements; and,

WHEREAS, Derby and Owners desire that Derby construct one pipeline in the proximity of Company's presently existing pipeline and across Owners' Tract; and,

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

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

1. The route of said Pipeline across said Owners' Tract is as shown on exhibit attached hereto and made a part hereof and marked Exhibit "A".
2. (a) In lieu and in place of Owners' Tract covered by said Right-of-Way Agreements, said Right-of-Way Agreements shall, from and after the execution and delivery of this Agreement, cover only that certain fifty (50) foot strip of land included in Owners' Tract, as shown on Exhibit "A", which land will hereinafter be called "Retained Pipeline Strip".
 - (b) Except for and excluding the land embraced within said Retained Pipeline Strip, and subject to subparagraph 2 (c) hereof, Company hereby releases from the operation of said Right-of-Way Agreements all of the remainder of land embraced within said Owners' Tract.
 - (c) In consideration of the above said release as set forth in paragraph 2 (b) hereof, Owners agree not to permit the erection of any building, improvements or structures of a permanent nature, on Owners' Tract within twenty-five feet (25') of either side of said "Retained Pipeline Strip" except that a street may be constructed along the East side of the "Retained Pipeline Strip" with the easement line and the curb line being a common line and providing the street width is a minimum of twenty five feet (25').
 - (d) Said Right-of-Way Agreements shall stand modified to conform with the provisions of this Agreement and as so modified shall apply to said Retained Pipeline Strip.
3. Owners, for themselves, their successors and assigns agree that during the existence and continuance of said Right-of-Way Agreements as modified herein, they and each of them are hereby prohibited, enjoined and restrained from:

(a) Erecting over or on said Retained Pipeline Strip any buildings, improvements or structures whatsoever which without limiting the generality of the foregoing, includes septic tank, sewer lines, water lines, roads, driveways or streets and parking lots, except the Owners may construct two (2) driveways at the locations described in Exhibit "B", attached hereto and made a part hereof, and construct water, sewer and utility lines to cross the Retained Pipeline Strip at a depth of at least 12" below the Pipeline and within a distance of fifteen feet (15') of either side of the said driveways as described in Exhibit "B". Owners shall give Company written notice at least sixty (60) days prior to the commencement of any such construction on or through the Retained Pipeline Strip and furnish the Company with an exact description of such construction work. Within a reasonable time after receipt of such notice from Owners, Company will submit to Owners an estimate of the cost of encasing and/or lowering and/or altering its said Pipeline at the driveway locations shown on Exhibit "B". After receipt of payment of such estimated cost from Owners, Company will commence, within a reasonable time, encasing and/or lowering and/or altering its said Pipeline at the driveway location described in Exhibit B. After completion of such encasing and/or lowering and/or altering work, Company shall refund Owners the excess, if any, of their payment over and above Company's actual cost of doing such work and Owners may commence construction of the above two driveways, water, sewer and utility lines upon giving Company at least five (5) days prior notice and Company shall have the right to have a representative present during all phases of Owners' construction work. Owners shall protect, defend, indemnify and hold harmless Company from and against any and all claims, actions, liabilities, injuries, including without limitation death or damages to any person, and losses to real or personal property resulting from, arising from, or occurring in connection with any construction work performed by Owners on Company's Retained Pipeline Strip, including without limitation, the puncturing, cutting severing or striking of Company's Pipeline.

- (b) Removing soil over said Retained Pipeline Strip so that said Pipeline shall not at any time have less than thirty inches (30") of cover;
- (c) Parking and placing any object or thing whatsoever, upon any part of said Retained Pipeline Strip.
4. Except as otherwise set out hereinabove in paragraph 3 (a), if Owners or their successors and assigns erect, place, or park, or permit anything whatsoever to be erected, placed or parked upon said Retained Pipeline Strip, then Company, after giving five days notice in writing to the Owners, if known, of the improvements, buildings, structures or other things so placed or parked upon said Retained Pipeline Strip, may remove the same at the expense of such Owner, and Company, its successors and assigns, shall not be liable for any damages occasioned by any such removal; provided, however, when an emergency in the operation, maintenance or replacement of said Pipeline requires prompt action, in Company's opinion, then Company shall have the right to remove such thing or things without notice to the owner or owners and without liability for doing so.
5. Failure of Company to give the five-day notice provided in Paragraph 4 hereof, or to remove any thing or things that may be placed on said Retained Pipeline Strip shall in no way affect or impair the right of Company thereafter to give such notice and remove such thing or things, nor shall any acquiescence by Company in the existence of such thing or things constitute a waiver or relinquishment of Company's right at any time thereafter to give such notice and remove such thing or things.

Electric Power

~~Company consents to the construction of one pipeline, belonging to Derby, on and through said Retained Pipeline Strip; provided, however, Derby's pipeline shall be located parallel to Company's Pipeline and at least fifteen feet (15'), at all points, from Company's Pipeline, EXCEPT that Derby's pipeline may cross under Company's Pipeline, and shall be located at least twelve (12") below Company's Pipeline, at the crossing point indicated on Exhibit "A". The construction, operation and maintenance of Derby's pipeline shall be at the cost, risk and expense of Derby, and shall not interfere with, or disturb, the operation and maintenance of Company's Pipeline. Derby shall give at least ten (10) days~~

2/28/64
~~written notice to Company prior to commencing construction of Derby's pipeline. Company shall have the right to have a representative present during construction of Derby's pipeline. Derby and Conoco shall protect, defend, indemnify, and hold harmless Company from and against any and all claims, actions, liabilities, injuries, including without limitation death or damages to any person, and loss to real or personal property resulting from, arising from, or occurring in connection with the construction, existence, operation, maintenance, or removal of Derby's pipeline.~~

7. Except as herein modified all the terms and conditions of said Right-of-Way Agreements shall remain in full force and effect.

THIS AGREEMENT shall be binding upon the Parties hereto and their respective voluntary and involuntary successors and assigns.

Executed the day and year hereinabove written.

ROBBINS REALTY, a PARTNERSHIP

By *M. Dale Cozper*
Partner

By *Richard S. Korman*
Partner

~~DERBY OIL COMPANY~~

Wiley C. Hill
CITIES SERVICE COMPANY
Attorney-in-Fact WILEY C. HILL

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Be it remembered that on this 28th day of February, 1978,
A.D., before me, a Notary Public, personally appeared WILEY C. HILL,
who is to me personally known to be the Attorney-in-Fact of Cities Service
Company in the foregoing instrument, and who executed the same in
his name as such Attorney-in-Fact, and who is to me personally known to
be the same person who executed the foregoing instrument as the Attorney-
in-Fact of said Cities Service Company and he duly acknowledged the execution
of the same for himself and for said Cities Service Company.

In witness whereof, I have hereunto set my hand and affixed my
official seal the day and year above written.

My commission expires

MY COMMISSION EXPIRES JANUARY 14, 1980

Norma Jean Grendle
NORMA JEAN GRENDEL Notary Public

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 77-6 Name Robbins Farm Addition
Application & Sketch Filed: 1-12-77
Preliminary Plat Filed: 5-9-77 Approved by S/D: 7-15-77
Final Plat Filed: 5-8-78 Approved by S/D: 6-29-78
Approved by Metropolitan Area Planning Commission: 5-25-78

DESCRIPTION

General Location:

Northwest corner of Broadway and 55th Street South

Surveyor or Engineer: Baughman Company

Owner: Richard Robinson, et al.

Address: 5301 S. Broadway (67216)

- | | | | |
|---|-------------------------|-----------------------|--|
| 1. Gross Acreage of Plat <u>35.7</u> | 6. Access Control | | |
| 2. Number of Lots: | St. <u>55th St. So.</u> | No. Openings <u>2</u> | |
| Residential <u>82</u> | St. _____ | No. Openings _____ | |
| Commercial _____ | St. _____ | No. Openings _____ | |
| Industrial _____ | 7. Req'd Improvements | | |
| Other _____ | St. Paving <u>reqd</u> | Water <u>reqd</u> | |
| Total Number of Lots: <u>82</u> | Sidewalk <u>reqd</u> | Drainage <u>reqd</u> | |
| 3. Minimum Lot Area: <u>0.02</u> Acres | Sewer <u>reqd</u> | Other <u>none</u> | |
| 4. Existing Zoning <u>AA</u> | | | |
| 5. Special Problems Discussed <u>none</u> | | | |

Valid petitions have been submitted guaranteeing the paving of all streets except 55th Street and Broadway, the extension of sanitary sewer to serve all lots, the installation of storm sewer and the extension of City water to serve all lots. An acknowledgment for sidewalks adjacent to all streets has been submitted and a certificate has been submitted certifying the petition.

Planning Commission Recommendation:

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

Savina moved, May seconded and it carried unanimously.

ACTION:

Approve the petitions and instruct the Director of Law to prepare the necessary resolutions and instruct the City Clerk to file the certificate and sidewalk acknowledgement with the Register of Deeds the publication and 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.



Commitment for Title Insurance

PIONEER NATIONAL TITLE INSURANCE COMPANY, (a stock company), a California corporation, 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 one hundred eighty (180) days 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.

This Commitment shall not be valid or binding until countersigned below by a validating officer of the Company.



Pioneer National Title Insurance Company

by *John E. Flood, Jr.*
PRESIDENT

Attest: *John J. Ryan*
SECRETARY

Countersigned:

William B. Malone
Validating Signatory

COPYRIGHT, 1966—AMERICAN LAND TITLE ASSOCIATION

TO 1423 PNTI (4-74) American Land Title Association Commitment - 1966

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall

be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



Commitment for Title Insurance

PIONEER NATIONAL TITLE INSURANCE COMPANY, (a stock company), a California corporation, 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 one hundred eighty (180) days 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.

This Commitment shall not be valid or binding until countersigned below by a validating officer of the Company.



Pioneer National Title Insurance Company

by *John E. Flood, Jr.*
PRESIDENT

Attest: *John Reagan*
SECRETARY

Countersigned:

William B. Mulvaney
Validating Signatory

COPYRIGHT, 1966—AMERICAN LAND TITLE ASSOCIATION

TO 1423 PNTI (4-74) American Land Title Association Commitment - 1966

Y-68,305

Schedule A

Commitment No. Y-68,305	Effective Date of Commitment: July 20, 1978 @ 7:00 A.M.
Your No.:	

Prepared For:
Robbins Realty, a Partnership
The City of Wichita

Inquiries Should be Directed to:

Dwayne A. Schulke
Mary Craig

1. Policy or Policies to be issued:

(a) ALTA Owners Policy - Form _____ - 1970

Amount
Limited to
\$ 250.00

Proposed Insured: The City of Wichita, a Municipal Corporation

(b) ALTA Loan Policy 1970

\$ _____

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

Robbins Realty, a Partnership

4. The land referred to in this Commitment is located in the County of Sedgwick
State of Kansas and described as follows:

See EXHIBIT I attached

WJ

Schedule A - (Continued)

COMMITMENT NO. Y-68,305

4. Legal Description:

Beginning at the Southeast Corner of the Southeast Quarter of Section 20, Township 28 South, Range 1 East, Sedgwick County, Kansas; thence northerly, along the East line of said Southeast Quarter, 145 feet; thence westerly, parallel with the south line of said Southeast Quarter, 578.14 feet; thence northwesterly, with a deflection angle to the right of $60^{\circ} 27' 44''$, 787.91 feet; thence southwesterly, with a deflection angle to the left of $89^{\circ} 42' 49''$, 282.60 feet; thence southeasterly, with a deflection angle to the left of 90° , 66.35 feet; thence westerly, parallel to and 634.5 feet from the south line of said Southeast Quarter, 1327.55 feet; thence southwesterly, with a deflection angle to the left of $80^{\circ} 53' 42''$, 591.96 feet to a point 50 feet north of the south line of said Southeast Quarter; thence westerly, parallel with said south line, 45.56 feet to the west line of said Southeast Quarter; thence southerly, along said west line, 50 feet to the Southwest corner of said Southeast Quarter; thence easterly, along the south line of said Southeast Quarter, 2647.09 feet to the point of beginning Excepting that part owned by the City of Wichita, Kansas and that part taken for 55th Street and Broadway Avenue.

TO BE PLATTED AS:

ROBBINS FARM ADDITION, Wichita,
Sedgwick County, Kansas

WAM

Y-68,305

Schedule B

I. The following are the requirements to be complied with:

- 1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

See SCHEDULE B, I. - continued

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- 1. 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.

2. Standard Exceptions:

- (a) Rights or claims of parties in possession not shown by the public records.
- (b) Easements, or claims of easements, not shown by the public records.
- (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- (d) 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.
- (e) Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
- (f) Taxes or assessments which are not shown as existing liens by the public records.

3. Special Exceptions:

- (a) The Lien of General and Special Taxes for the year 1978 and thereafter.
- (b) Subject to Blanket Pipe Line Rights of Way to Cities Service Oil Company as recorded in Misc. Book 373 at page 236 and Misc. Book 375 at page 129, assigned to Cities Service Company in Film 306 at page 270, as partially released by Agreement in Film 306 at page 352.
- (c) Restrictions and Building Setback provided in Agreement recorded in Film 306 at page 352.
- (d) Subject to Blanket Pipe Line Right of Way to Derby Oil Company as recorded in Misc. Book 164 at page 175, as partially released in Film 316 at page 1216.

*Bill Korder, surveyor,
and these comments
do not affect this property*

continued

mg

Schedule B.II. - (Continued)

COMMITMENT NO.

Y-68,305

Exceptions - continued

- (e) Described property may be and/or is subject to Special Assessments as disclosed by Resolutions recorded in Film 278 at page 646 and Film 278 at page 643.
- (f) Easement for water system granted to the City of Wichita in instrument recorded in Film 310 at page 235.
- (g) Any restrictions, covenants and conditions to be imposed subsequent to the recordation of the title.
- (h) Any easements, streets or right-of-ways to be dedicated to the public including but not limited to all abutter's rights or access to any streets, drainage rights of way, public utilities, approval of elevation or other restrictive matters that may be reserved, dedicated or granted in the recorded Plat.

W99

Schedule B, I. - (Continued)

COMMITMENT NO.

Y-68,305

I.1. The following are the requirements to be complied with:

- (a) Procure and file and record a properly approved and satisfactorily executed Plat of ROBBINS FARM ADDITION, Wichita, Sedgwick County, Kansas, executed by Robbins Realty, a Partnership, as fee owner.
- (b) Said Plat must be consented to by Fidelity Savings Association of Kansas, holder of the following Mortgage Lien:
Mortgage by Robbins Realty, a Partnership, to Fidelity Savings Association of Kansas, dated December 28, 1976, in the amount of \$175,000.00, filed December 28, 1976 @ 8:00 A.M., recorded in Film 223 at page 922.
- (c) 1977 real estate taxes show paid in the amount of \$1,819.34; Key #A-352-UP.
- (d) Company has been furnished with a proposed plat of subject Addition; said proposed plat includes Utility Easements, Drainage Easements and Building Setback Lines.

SW

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Robbins Realty

being the owners of the following described real estate in Sedgwick County, Kansas, to wit:

A strip of land 70 feet in width lying 35 feet on each side of the following described center line: Beginning at a point on the east line of the SE $\frac{1}{4}$ of Sec. 20, Twp. 28-S, R-1-E, Sedgwick County, Kansas, said point being 635 feet north of the S.E. Corner of said SE $\frac{1}{4}$; thence westerly, parallel to and 635 feet north of the south line of said SE $\frac{1}{4}$, 602.99 feet; thence along a curve to the right with a radius of 103 feet, a central angle of 60° 27' 37" and an arc length of 108.69 feet to the end point.

do hereby dedicate the above described real estate to the public for Street purposes.

Executed this 1st day of June 1978.

 Robbins Realty Richard S. Robinson
Richard S. Robinson
 Managing Partners
W. Dale Cooper
W. Dale Cooper

STATE OF KANSAS)
SEDGWICK COUNTY)^{SS}

BE IT REMEMBERED, that on this 1st day of June, 1978.

came Robbins Realty by Richard S. Robinson and W. Dale Cooper, managing partners

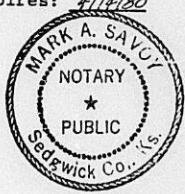
to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission and the Board of Commissioners of the City of Wichita, Kansas, and approved by said Board of Commissioners of the City of Wichita, Kansas,
this _____,
City Clerk

Mark A. Savoy
Notary Public

My Commission Expires: 4/14/80



CERTIFICATE

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

I, Dale Cooper, et al., owner of
(give name of proposed plat, if appropriate) Robbins Farm
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. Street paving for Palisade Ave., Campus Ave., 54th Street
South and Midland Avenue.
2. Storm Sewer
3. Sanitary sewer to serve each lot.
4. Water to serve each lot.
5. n/a
6. n/a
7. n/a

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

Signed this 10th day of July, 19 78.

Dale Cooper

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

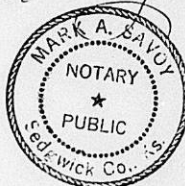
Be it remembered that on this 10th day of July,
19 78, before me, a notary public in and for said County and State,
came W. Dale Cooper & Richard S. Robinson, to me personally
known to be the same person who executed the foregoing instrument
of writing and duly acknowledged the execution of same.

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

Mark A. Savoy
Notary Public

My Commission Expires:
8/11/80

T9-207



PLEASE DO NOT FOLD OR MUTILATE

IMPORTANT - IF THIS STATEMENT IS \$10.00 OR LESS, IT MUST BE PAID IN FULL.

PLEASE CONTACT COUNTY ASSESSOR ON QUESTIONS ABOUT ASSESSED VALUATION

LEGAL DESCRIPTION

SE 1/4 EAC N-D-W SEC 20-28-11

RETURN COPIES OF STATEMENT. NOV. 1, FIRST DELINQUENT 21, SECOND DELINQUENT 21, WITH ST. AT 10% ANUM

77-RE-01-0043-02-9
-A - CC352-00UP 67-10
ROBBINS REALTY
PO BOX 2066
WICHITA KS 67201

MAKE CHECKS PAYABLE TO
SEDGWICK COUNTY TREASURER
WICHITA, KANSAS 67203 PH. (316) 268-7651

INTEREST
CA
CK 10/2/20

PLEASE INDICATE ANY CHANGE OF ADDRESS

DATE	INTEREST	PAID	RECEIPT NO.
9A JAN 04 78	1,619.34	.00	1,819.34
			0390115556

SECTION	MILL LEVY	GENERAL TAX	SPECIAL TAX	TOTAL TAX	FIRST HALF	SECOND HALF	1977 REAL ESTATE TAX
	10.168	1703.72	115.62	1,819.34	909.67	909.67	

INTEREST TOTAL PAID RECEIPT NO.

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE July 19, 1978

TO Jack H. Galbraith, Chief Planner
FROM Bill H. Otten, Chief Engineer-Water Engineering

SUBJECT Robbins Farm

*MAPP received
7-20-78
CWN*

The plattors of Robbins Farm Addition have submitted a valid 100% petition for a water benefit district to serve this plat. Therefore, our requirements for water service to this area have been fulfilled. The petition and resolution will be placed on the City Commission Agenda for approval at your discretion.

Bill H. Otten
Bill H. Otten, Chief Engineer
Water Engineering Division

BHO:sd

July 6, 1978

Baughman Company
330 Laura
Wichita, Kansas

Re: S/D 77-6 - Final Plat of Robbins Farm Addition

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on July 6, 1978, 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 June 30, 1978.

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 Department.
- 7-21-78 2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 7-21-78 3. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the platator.
- 7-21-78 4. Certification that all taxes due and payable for 1977 and prior years have been paid.

If you have any questions, please call.

Yours very truly,

Jack H. Galbraith
Chief Planner

JHG:bbh

cc: W. Dale Cooper & Richard S. Robinson, Robbins Realty, 5301 S.
Broadway, 67216
Dean Sellers, Assistant City Engineer

June 30, 1978

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 77-6 Final plat of Robbins Farm Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 29, 1978, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. An angle indicated on the plat is incorrect and shall be changed accordingly. The Flood Control Office should be contacted regarding this matter.
- B. The applicant and/or his surveyor shall contact the Department of Public Works relative to the appropriate name for the street as indicated on McLean Drive on the plat. The appropriate name for said street shall then be reflected on the face of the plat tracing.
- C. The 10 foot utility easement along the south line of Block 1, shall be increased to 20 feet in width.
- D. The applicant shall guarantee the installation of storm water sewers to serve subject property.
- E. The applicant shall guarantee the paving of all interior streets.
- F. The applicant shall guarantee the extension of sanitary sewer to serve all lots being platted.
- 7-20-78 The applicant shall guarantee the extension of City water to serve all lots being platted.

Re: S/D 77-6
June 30, 1978
Page Two

- H. Sidewalks will be required adjacent to all streets except 55th Street South.
- I. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits.
- J. Both telephone and electric service shall be installed underground.
- K. Any raising, lowering, encasement or relocation of the pipelines crossing subject property shall be at the sole expense of the applicant.
- L. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, July 6, 1978, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:ret

cc:

Dean Sellers, Assistant City Engineer
W. Dale Cooper & Richard S. Robinson, Robbins Realty, 5301 South
Broadway, Wichita, Kansas 67216

REVISED FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-6 Name Robbins Farm Addition
Date Application Rec'd. 5-9-77 Preliminary Approval 7-14-77
Scheduled S/D Meeting 6-29-78

DESCRIPTION

General Location Northwest corner of Broadway and 55th Street South

Owner W. Dale Cooper and Richard S. Robinson
Surveyor/Engineer Baughman Company
Address 330 Laura (67211) Phone 262-7271

- | | |
|---|---|
| 1. Gross Acreage of Plat <u>35.7</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>50</u> R/W <u>800</u> ft. |
| Residential <u>82</u> | b. <u>64</u> R/W <u>2920</u> ft. |
| Commercial _____ | c. <u>70</u> R/W <u>715</u> ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>82</u> | TOTAL _____ ft. |
| 3. Minimum Lot Frontage <u>73</u> ft. | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>no</u> |
| 4. Minimum Lot Area <u>9,720</u> sq. ft. | |
| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA</u> | |
| 9. Public Water Supply <u>yes</u> (Yes-No), Name _____ City _____ | |
| 10. Public Sanitary Sewers <u>yes</u> (Yes-No), Name _____ City _____ | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | |
| 12. City of Wichita <u>x</u> : Three-Mile Area _____ | |

STAFF COMMENTS:

NOTE: This is a revised final plat, the drainage dedication along 55th Street having been eliminated as the applicant now intends to handle the surface drainage by means of underground storm sewers instead of open ditches. The original final plat was approved by the Subdivision Committee on May 18, 1978.

- A. The applicant shall guarantee the installation of storm water sewers to serve subject property.
- B. The applicant shall guarantee the paving of all interior streets.
- C. The applicant shall guarantee the extension of sanitary sewer to serve all lots being platted.
- D. The applicant shall guarantee the extension of City water to serve all lots being platted.
- E. Sidewalks will be required adjacent to all streets except 55th Street South.
- F. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits.
- G. Both telephone and electric service shall be installed underground.
- H. Any raising, lowering, encasement or relocation of the pipelines crossing subject property shall be at the sole expense of the applicant.
- I. Recording of the plat within 30 days after approval by the Board of City Commissioners.

114

97
Newby

THE CITY OF WICHITA

OFFICE OF ENGINEERING

DATE June 9, 1978

TO Jack Galbraith, Chief Planner

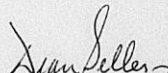
FROM Dean Sellers, Assistant City Engineer

SUBJECT Platting Conditions for Robbins Farm
Addition

As a platting requirement for Robbins Farm Addition, the City should retain all rights granted, on July 25, 1938, to Midland Valley Railway Company, by Derby Oil Company for the pipeline crossings. Since that time, the City has acquired the railroad right-of-way.

If the pipeline needs to be adjusted or relocated to facilitate construction of public improvements, the developer will be liable for the costs.

Enclosed is a copy of the Pipeline License and a description of the easement.



Dean Sellers,
Assistant City Engineer

DS:gd
Enc.



Pipe Line License No. 1164**PIPE LINE LICENSE**

THIS AGREEMENT, Made and Entered into by and between the Midland Valley Railroad Company hereinafter referred to as the "Carrier," party of the first part, and The Derby Oil Company Corporation of Wichita, Kansas. hereinafter (Show Whether A Corporation or Partnership) (Insert here Address of Licensee) referred to as the "Licensee," party of the second part, WITNESSETH:

In consideration of the sum of Five Dollars per annum, payable on or before January 1st of each year in advance during the existence of this lease, and the faithful performance by the Licensee of the covenants herein contained, the Carrier grants the Licensee the right to construct and maintain a pipe line.....inches in diameter (hereinafter called the "Crossing"), to be used for carrying.....Crude Oil.....across the right of way and under the tracks of the Carrier at mile post.....308.....plus.....1450.....feet, near the station of.....Wichita, Kansas......as more particularly shown upon print hereto attached marked "Exhibit A" and made a part hereof.

In consideration of the foregoing license, the Licensee agrees, at its own cost and subject to the supervision and control of the Carrier's chief engineer, to locate, construct and maintain the crossing in such a manner and of such material that it will not at any time be a source of danger to or interference with the tracks, roadbed and property of the Carrier, or the safe operation of its railroad. If at any time the Licensee shall, in the judgment of the Carrier, fail to properly perform its obligations under this section, the Carrier may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event the Licensee agrees to pay, within fifteen days after bill shall have been rendered therefor, the cost so incurred by the Carrier plus a sum equal to ten per cent thereof; but failure on the part of the Carrier to perform the obligations of the Licensee shall not release the Licensee from liability hereunder for loss or damage occasioned thereby.

The Licensee further agrees at all times to indemnify and save harmless the Carrier against all claims, demands, actions or causes of action arising or growing out of any loss of or damage to property or injury to or death of person which may be due in any manner to the construction, use, maintenance, state of repair or presence of the crossing, and to pay to the Carrier the full amount of any loss or damage which the Carrier may sustain, incur or become liable for on account thereof.

This license is given by the Carrier and accepted by the Licensee upon the express condition that the same is and at all times shall be revocable at the will of the Carrier, and whenever requested so to do by the Carrier, the Licensee agrees to abandon the use of the crossing and to remove the same and restore the right of way and tracks of the Carrier to the same condition in which they were prior to the placing of the said crossing thereunder. In case the Licensee shall fail to restore the Carrier's premises as aforesaid within ten days the Carrier may proceed with such work at the expense of the Licensee. No termination hereof shall release the Licensee from any liability which may have attached or accrued previous to or at the time of such termination, nor from any obligation of indemnity herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 25th day of July, 1938.
MIDLAND VALLEY RAILROAD COMPANY

By [Signature] Its President.

THE DERBY OIL COMPANY
Licensee.

By [Signature]

WILLIAM L. KORBFF

BAUGHMAN CO.

S U R V E Y O R S

PHONE 316/262-7271

330 LAURA

WICHITA, KANSAS 67211

DERBY REFINING COMPANY

PIPELINE EASEMENT

A strip of land 10 feet in width lying 5 feet on each side of the following described center line: Beginning at a point on the north line of the SE $\frac{1}{4}$ of Sec. 20, Twp. 28-S, R-1-E, Sedgwick County, Kansas, said point being 73.5 feet west of the N.E. Corner thereof; thence southerly, parallel to and 73.5 feet west of the east line of said SE $\frac{1}{4}$, 1972.27 feet; thence westerly, parallel with the south line of said SE $\frac{1}{4}$, 529.71 feet; thence northwesterly, along a curve to the right with a radius of 63 feet, a central angle of 44° 45' 50" and an arc length of 49.22 feet to the P.T. of said curve; thence southwesterly with a deflection angle to the left of 74° 01' 02" from the tangent of said curve, 481.35 feet; thence southeasterly, with a deflection angle to the left of 90°, 370.26 feet to a point 135 feet north of the south line of said SE $\frac{1}{4}$; thence westerly, parallel to and 135 feet north of the south line of said SE $\frac{1}{4}$, 1677.84 feet; thence southwesterly, with a deflection angle to the left of 56° 10' 50", 162.49 feet to a point on the south line of the SW $\frac{1}{4}$ of said Section 20, said point being 4.20 feet west of the S.E. Corner thereof.

May 25, 1978

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 77-6 - Final plat of Robbins Farm Addition

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on May 25, 1978, the above-captioned plat was considered. The action of the Commission was to recommend approval of the plat subject to the conditions as recommended by the Subdivision Committee as outlined in our letter to you of May 19, 1978, with the exception of Condition "N" which shall be changed to read as follows:

6-20-78 *OK*
The 15 foot drainage access easement shall be labeled as a drainage dedication and the wording for Reserve A in the platdor's text shall be expanded as follows: "Reserve A is hereby reserved for public drainage easement purposes with the right...."

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 Department.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the platdor.
4. Certification that all taxes due and payable for 1977 and prior years have been paid.

If you have any questions, please call.

Yours very truly,

Jack H. Galbraith
Chief Planner

JHG:bh

Baughman Company
Page 2
May 25, 1978

cc: Richard S. Robinson, Robbins Realty, 550 W. Central
Apartment 1005, 67203
Dean Sellers, Assistant City Engineer

May 19, 1978

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 77-6 Final plat of Robbins Farm Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, May 18, 1978, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

6-20-78

The applicant and/or his engineer shall contact the Planning Department prior to the Planning Commission meeting of May 25, 1978, regarding the triangular portion of the applicant's ownership to the west of Palisades and how it might be developed and/or incorporated in the plat.

6-20-78

The Midland Valley right-of-way on the plat shall be relabeled as an exception with the notation that it is owned by the City of Wichita.

2.

A condition of approval of the preliminary plat was a recommendation that the box culvert project for installation of box culverts under Broadway, be included in the 1978 Capital Improvement Program. The Director of Public Works has indicated that this project would be included in the Department of Public Works recommendations for the 1978-1983 Capitol Improvement Program.

- D. The applicant shall guarantee the drainage improvements required by the plat.
- E. The applicant shall guarantee the paving of all the interior streets.
- F. The applicant shall guarantee the installation of sanitary sewer to serve all lots.

- G. The applicant shall guarantee the installation of City water to serve all lots.
- H. Sidewalks will be required adjacent to all streets except 55th Street South.
- I. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits.
- J. Both telephone and electric service shall be installed underground.

6-20-78 *OK*
Complete access control to Broadway shall be indicated on Reserve "A" and complete access control to 55th Street South for a distance of 40 feet back from the southeast corner of Reserve "A" shall be indicated on the plat.

6-20-78 *OK*
Access control to 55th Street South on the balance of Reserve "A" shall limit the access to two locations.

6-20-78 *OK*
The right-of-way being dedicated by this plat for 55th Street South and for Broadway shall be appropriately indicated on the Plat.

- wants to discuss with P.C.*
K. Reserve "A" and the 15 foot drainage access easement shall be labeled as drainage dedication and the appropriate revisions shall be made in the plat's text.

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

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, May 25, 1978, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:et

cc:
Dean Sellers, Assistant City Engineer
Richard S. Robinson, Robbins Realty, 550 W. Central, Apt. 1005,
Wichita, Kansas 67203

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-6 Name Robbins Farm Addition
Date Application Rec'd. 5-9-77 Preliminary Approval 7-14-77
Scheduled S/D Meeting 5-18-78

DESCRIPTION

General Location Northwest corner of Broadway and 55th Street South

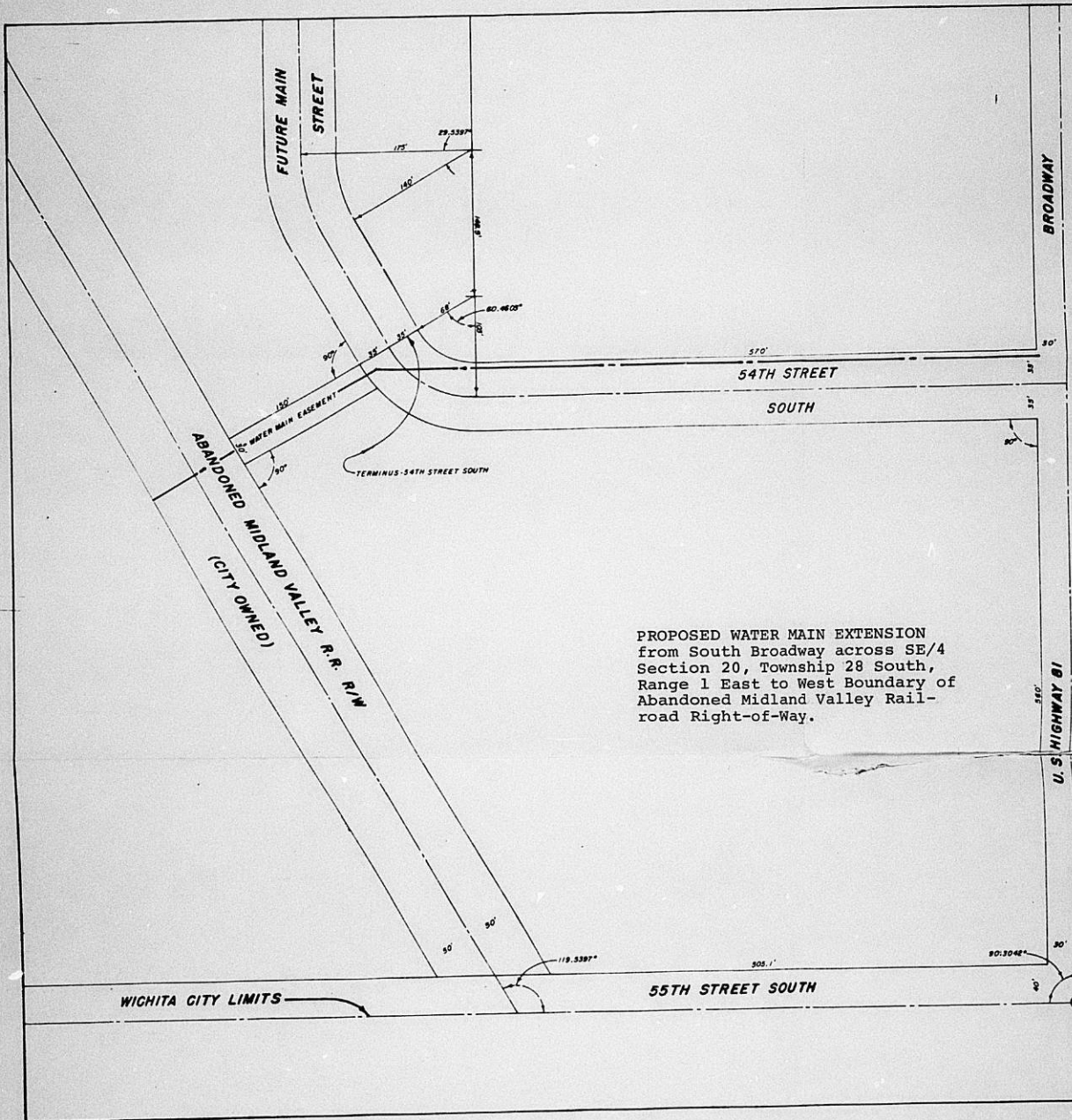
Owner Richard S. Robinson
Surveyor/Engineer Baughman Company
Address 330 Laura (67211) Phone 262-7271

- | | |
|---|--|
| 1. Gross Acreage of Plat <u>35.7</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>50 60</u> R/W <u>800</u> ft. |
| Residential <u>83</u> <u>82</u> | b. <u>64</u> R/W <u>2920</u> ft. |
| Commercial _____ | c. <u>70</u> R/W <u>715</u> ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>83</u> <u>82</u> | TOTAL <u>4435</u> ft. |
| 3. Minimum Lot Frontage <u>75 13</u> ft. | 8. Sidewalk adjacent to all streets? <u>x</u> yes _____ no |
| 4. Minimum Lot Area <u>9,720</u> sq. ft. | |
| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA</u> | |
| 9. Public Water Supply <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>yes</u> (Yes-No) | |
| 12. City of Wichita <u>x</u> : Three-Mile Area _____ | |

STAFF COMMENTS:

- A. The Midland Valley right-of-way on the plat shall be relabeled as an exception with the notation that it is owned by the City of Wichita.
- B. A condition of approval of the preliminary plat was a recommendation that the box culvert project for installation of box culverts under Broadway, be included in the 1978 Capital Improvement Program. The Director of Public Works has indicated that this project would be included in the Department of Public Works recommendations for the 1978-1983 Capitol Improvement Program.
- C. The applicant shall guarantee the drainage improvements required by the plat.
- D. The applicant shall guarantee the paving of all the interior streets.
- E. The applicant shall guarantee the installation of sanitary sewer to serve all lots.
- F. The applicant shall guarantee the installation of City water to serve all lots.
- G. Sidewalks will be required adjacent to all streets except 55th Street South.
- H. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits.
- I. Both telephone and electric service shall be installed underground.
- J. Complete access control to Broadway shall be indicated on Reserve "A" and complete access control to 55th Street South for a distance of 40 feet back from the southeast corner of Reserve "A" shall be indicated on the plat.

- K. Access control to 55th Street South on the balance of Reserve "A" will be discussed at the Subdivision Committee meeting as the applicant has indicated he wants 2 points of access to 55th Street South from Reserve "A" for future access to property north of Reserve "A".
- L. The right-of-way being dedicated by this plat for 55th Street South and for Broadway shall be appropriately indicated on the plat.
- M. Reserve "A" and the 15 foot drainage access easement shall be labeled as drainage dedication and the appropriate revisions shall be made in the plat's text.
- N. Recording of the plat within 30 days after approval by the Board of City Commissioners.



PROPOSED WATER MAIN EXTENSION
 from South Broadway across SE/4
 Section 20, Township 28 South,
 Range 1 East to West Boundary of
 Abandoned Midland Valley Rail-
 road Right-of-Way.

S/E CORNER
 S/E 1/4
 SECTION
 20-28-1E
 R.R. 3-16



March 15, 1978

Mr. John D. Wynkoop, Director
City of Wichita Water Department
455 North Main Street
Wichita, Kansas 67202

Re: Proposed Water Main Extension
from South Broadway across SF/4
Section 20, Township 28 South,
Range 1 East to West Boundary
of Abandoned Midland Valley
Railroad Right-of-Way.

Dear Mr. Wynkoop:

This letter will confirm and reduce to writing the verbal agreement reached with you and Mr. Bill Otten on March 14, 1978, regarding the enclosed sketch of the above-referenced water main, prepared in conformance with your letter dated February 14, 1978.

You agreed that a water main can be installed on the proposed 54th Street South, the proposed 30' easement, and across the city-owned abandoned railroad right-of-way, to serve an area which we are presently platting (S/D 77-6 Robbins Farm Addition), and that construction costs can be handled by any program mutually agreed upon.

The enclosed sketch has been reviewed by Mr. Curtis Newby of the planning department and with Mr. Dick Linn of the engineering department. Mr. Newby offered the opinion that the street dedication would be approved as sketched.

Mr. Dick Linn suggested that the street and easement be dedicated only for the purpose of facilitating water availability and that engineering of the street, grades, etc. can

Mr. John D. Wynkoop
March 15, 1978
Page 2

await platting of the immediate area, and can conform to the use and location of the proposed water main.

Thank you for your time and efforts, allowing us to proceed with the dedication as proposed.

Yours Truly,

ROBBINS REALTY

Enclosure

cc: Mr. Curtis Newby
Mr. Dick Linn

W. Dale Cooper
Managing Partner

THE CITY OF WICHITA
OFFICE OF Director of Public Works

DATE July 20, 1977

TO Jack H. Galbraith, Chief Planner
FROM R. W. Bruggeman, Director of Public Works

SUBJECT S/D 77-6 - Preliminary Plat of Robbins
Farm Addition - Drainage Improvements



In response to your memorandum of July 15, 1977 regarding the above subject, I wish to advise as follows.

The procedure for our department giving consideration to this project is to consider it at the time of our department's recommendations for the 1978 - 1983 Capital Improvement Program. We will consider this project as a part of the 1978 Capital Improvement Program.

R. W. Bruggeman
Director of Public Works

RWB:gr

July 15, 1977

Ray Bruggeman, Director of Public Works

Jack H. Galbraith, Chief Planner

S/D 77-6 - Preliminary Plat of ROBBINS FARM ADDITION -
Drainage Improvements

The above referred to preliminary plat located at the northwest corner of 55th Street South and Broadway, was considered by the Subdivision Committee on July 14, 1977 and approved subject to several conditions.

One of the conditions of approval concerned the drainage from subject property. The applicant is proposing to dedicate on the plat a drainage dedication 50 to 130 feet wide along the north side of 55th Street South from the west line of the plat to the west line of Broadway Avenue to handle the drainage via an open channel. The problem which the applicant and his surveyor were advised of at the sketch plat level concerning the drainage proposal, was how to get the drainage under Broadway across a service station property east of Broadway and into the drainage ditch being constructed along the north side of 55th Street east of Broadway. The action of the Subdivision Committee concerning this matter, was to recommend that a project to provide for a box culvert under Broadway and acquiring the drainage right-of-way across the service station property be included in the Capital Improvements Program for 1978.

In order for the plat to proceed, we need to determine as quickly as possible if the City Commission will approve this project as the development of this plat is dependent upon being able to get the drainage under Broadway. I am not sure how you usually handle a request such as this, whether you take a new project to the City Commission to approve, or whether you request that they expand the project earlier approved to the east associated with Riverside 2nd, project D-54. If you need additional information, please advise.

Jack H. Galbraith
Chief Planner

APPROVED BY:

Robert A. Lakin
Director of Planning

JHG:CLN:rme

Ray Bruggeman
Director of Public Works
July 15, 1977
Page 2

cc: Dick Linn, City Engineer
M. S. Mitchell, Maintenance-Flood Control
Michael Savina, Chairman, Subdivision Committee

July 15, 1977

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 77-6 - Preliminary plat of
ROBBINS FARM ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 14, 1977, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. The applicant and/or his surveyor shall contact Tim Cain of the Department of Public Works relative to indicating appropriate street names on the plat.
- B. The 60 feet of right-of-way indicated for the north-south street adjacent to the old Midland Valley Railroad may be reduced to 50 feet in width.
- C. The applicant shall guarantee the drainage improvements required on the plat.
- D. Development of subject property is dependent upon being able to get the drainage from said plat under Broadway and across the service station property on the east side of Broadway to the drainage ditch being constructed along the north side of 55th Street South from east of Broadway to the Riverside drainage channel.
- E. The Subdivision Committee recommends that a project to install box culverts under Broadway and to acquire right-of-way across the service station property to provide for the handling of the drainage from this plat, be included in the Capital Improvements Program for 1978.

S/D 77-6
July 15, 1977
Page 2

- F. The applicant shall guarantee the paving of all the interior streets.
- G. The applicant shall guarantee the construction of sidewalks adjacent to all interior streets.
- H. It shall be noted that construction of sidewalks is required as a condition of issuance of building permits when the sidewalks have been guaranteed as a requirement of plat approval.
- I. The applicant shall guarantee the installation of sanitary sewer to serve each lot.
- J. The applicant shall guarantee the installation of city water to serve each lot.
- K. Any raising, lowering, incasement or relocation of the Cities Service pipeline along the west line of the plat necessitated by this plat shall be at the sole expense of the applicant.
- L. Both telephone and electric service shall be installed underground.
- M. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

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

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Encl.

cc: Richard S. Robinson, c/o Robbins Realty, 550 W. Central,
Apt. 1005, 67203
Mr. Nathan H. McDonald, 717 E. 58th Street South, 67216
Dean Sellers, Assistant City Engineer

May 23, 1977

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 77-6 - Preliminary plat
of ROBBINS FARM ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, May 19, 1977, the above captioned plat was considered. The action of the Committee was to defer this plat indefinitely at the applicant's request. At such time as you want this plat rescheduled for consideration, please advise our office so we can place this plat on the agenda.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme

cc: Robbins Realty, c/o Richard S. Robinson
550 W. Central, Apt. 1005, 67203

Dean Sellers, Assistant City Engineer

Neerby

SOCID-Cons-5 (11/75)

RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

Property Name ROBBINS FARM ADDITION
Location NW Corner of Broadway & 55th
Street South
Date 5-20-77

MAILED TO:
William Korber
Name
Baughman Company
Firm
262-7271
Phone

Prepared by Larry L. Henry, District Conservationist
USDA-Soil Conservation Service,
4100 Maple, Wichita, Kansas 67209
Phone: 943 9471

Requested by: Wichita-Sedgwick County Metropolitan
Area Planning Commission

A. SOIL TYPE: 90% (1) Carville fine sandy loam IIw-1
10% Canadian-Waldeck fine sandy loam IIIw-1

B. SITUATION: This area has a severe wind erosion problem if not covered at all times.

Conservation Starts When Construction Starts. A Ground Plan Outdoors Is As Important As A Floor Plan Inside.

C. EROSION CONTROL RECOMMENDATIONS: (The recommendations which apply to the above named property will be indicated by a checkmark.)

- 1. Disturb only the area needed for construction.
- 2. Remove only those trees, shrubs, and grasses that must be removed for construction; protect the rest to preserve their esthetic and erosion-control values.
- 3. Stockpile topsoil and protect it with anchored straw mulch or jute mat material.
- 4. Disturbing as small an area as possible, install streets, curbs, water mains, electric and telephone cables, storm drains, and sewers in advance of home or other building construction.
- 5. Install erosion and sediment control practices according to the Sedgwick County Conservation District standards and specifications.

* CONTINUED *



- X 6. Temporarily stabilize each segment of graded or otherwise disturbed land, including the sediment-control devices not otherwise stabilized, by seeding and mulching or by mulching alone. Permanently stabilize these areas as work on the land is completed. Both temporary and permanent stabilization practices are to be installed according to the Sedgwick County Conservation District standards and specifications.

The following are adapted perennial grasses and should be seeded at the following rates:

STANDARD RATES:

- Native bluestem mix, 3 pounds per 1,000 square feet
- Tall fescue, 3 pounds per 1,000 square feet
- Bromegrass, 3 pounds per 1,000 square feet

SPECIAL RATES: _____

Apply nitrogen fertilizer at the rates listed below or have the soil tested and apply fertilizer accordingly.

STANDARD RATES:

- Tall fescue, 2 pounds per 1,000 square feet
- Bromegrass, 2 pounds per 1,000 square feet

SPECIAL RATES: _____

Adapted perennial grasses for sodding are fescue, zoysia, and bluegrass.

- X 7. Loose-pile material that is excavated for building construction purposes. Keep it loose-piled until it is used for foundation backfill or until the lot is ready for final grading and permanent vegetation.
- X 8. Stabilize each lot within 60 days after work starts on home or other building construction.
- X 9. Backfill, compact, seed and mulch trenches within 60 days after they are opened.
- 10. Discharge water from outlet structures at non-erosive velocities.
- X 11. If additional information or on-site assistance is needed relative to soils, seeding procedures, structure design or related problems, call this number: 316-943-9471.
- 12. Divert foreign runoff water around area during construction.
- X 13. Remove all debris such as tree stumps, scrap lumber, mortar or concrete, and rocks. Do not bury them; wood will eventually rot and cause settling; rocks, mortar and concrete can cause real difficulties in lawn maintenance and later construction.
- 14. OTHER _____

DISTRIBUTION: Original to Developer and/or Owner
 Copy to Metropolitan Area Planning Dept. Staff
 File Copy: Sedgwick County Conservation District

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-6 Name ROBBINS FARM ADDITION
Date Application Rec'd. 5-9-77 Preliminary Approval _____
Scheduled S/D Meeting 5-19-77

DESCRIPTION

General Location Northwest corner of Broadway and 55th Street South

Owner Richard S. Robinson
Surveyor/Engineer Baughman Company
Address 330 Laura Phone 262-7271

- | | |
|---|----------------------------------|
| 1. Gross Acreage of Plat <u>35.7</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>60</u> R/W <u>800</u> ft. |
| Residential <u>78</u> | b. <u>64</u> R/W <u>2920</u> ft. |
| Commercial _____ | c. <u>70</u> R/W <u>715</u> ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>78</u> | TOTAL <u>4435</u> ft. |
| 3. Minimum Lot Frontage <u>75</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>9,720</u> sq. ft. | streets? <u>X</u> yes _____ no |
| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA</u> | |
| 9. Public Water Supply Yes (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers Yes (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>Yes</u> (Yes-No) | |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____ | |

STAFF COMMENTS:

- A. The applicant and/or his surveyor shall contact Tim Cain of the Department of Public Works relative to indicating appropriate street names on the plat.
- B. The 60 feet of right-of-way indicated for the north-south street adjacent to the old Midland Valley Railroad shall be either increased to the standard 64 foot right-of-way for a residential street or decreased to a 50 foot right-of-way if a marginal access road standard is acceptable. The representatives from the Department of Public Works shall be prepared to comment on this at the Subdivision meeting.
- C. The applicant shall guarantee the paving of all the interior streets.
- D. The applicant shall guarantee the construction of sidewalks adjacent to all interior streets.
- E. It shall be noted that construction of sidewalks is required as a condition of issuance of building permits when the sidewalks have been guaranteed as a requirement of plat approval.
- F. The applicant shall guarantee the installation of sanitary sewer to serve each lot.
- G. The applicant shall guarantee the installation of city water to serve each lot.
- H. Any raising, lowering, incasement or relocation of the Cities Service pipeline along the west line of the plat necessitated by this plat shall be at the sole expense of the applicant.
- I. Both telephone and electric service shall be installed underground.
- J. 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.

K. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Map No.: 5441
Section No.: 20
Twp. No.: 28-S
Range: 1E

S/D No. _____

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Robbins Farm Addition

General Location: north side of 55th St. South west of Broadway

Name of Property Owner: Robbins Realty % Richard S. Robinson

Address: 550 W. Central Apt. 1005 Phone: 263-7010

Name of Subdivider: _____ Phone: _____

Address: _____

Name of Agent/Surveyor: Baughman Company

Address: 330 Laura Phone: 262-7271

Date of Application: May 9, 1977

SUBDIVISION INFORMATION:

- | | |
|---|----------------------------------|
| 1. Gross Acreage of Plat <u>35.7 ac</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>60</u> R/W <u>800</u> ft. |
| Residential <u>78</u> | b. <u>64</u> R/W <u>2920</u> ft. |
| Commercial _____ | c. <u>70</u> R/W <u>715</u> ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>78</u> | TOTAL <u>4425</u> ft. |
| 3. Minimum Lot Frontage <u>75</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>9,720 sq.</u> ft. | streets? <u>X</u> yes _____ no |
| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning _____ | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name _____ City _____ | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name _____ City _____ | |
| 11. Health Department Approval (where applicable) <u>Yes</u> (Yes-No) | |
| 12. City of Wichita <u>X</u> Three-Mile Area | |

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

Owner's Signature: ROBBINS REALTY
By: Richard S. Robinson

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

Received by LO
Date 5-9-77
Fee Submitted 281.00

FORM 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>Keene</i>	

Name

Address

Type

Due Date

11/4/77

\$477

Comments:

Date

BY

5-4-77

[Signature]

March 15, 1977

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 77-6 - Robbins Farm
Addition - Sketch Plat.

Gentlemen:

We have reviewed the above referred to sketch plat and from said review we hereby authorize the preparation and submission of a preliminary plat subject to the following comments and conditions:

- A. Of immediate concern is the redesign of the northwest portion of the plat similar to as suggested on the marked "engineer's copy" of the sketch, so as to provide street crossing of the abandoned railroad right-of-way which will be developed as an open ditch drainage system. A crossing at the suggested location would then make it possible to provide a continuous collector street through the quarter section. Also of concern is the ownership of the narrow triangle of land at the southwest corner of the plat. If it is owned by the applicant it should be incorporated into the plat.
- B. The appropriate right-of-way dedication for McLean Boulevard west of the C.R.I. & P. railroad shall be indicated on the plat.
- ~~C.~~ Access controls adjacent to Broadway, 55th Street and McLean as indicated on the marked "engineer's copy" of the sketch plat shall be indicated on the preliminary plat.
- ~~D.~~ Front yard setbacks of 25 feet and side yard setbacks of 15 feet, shall be indicated on all corner lots.
- E. All utilities shall be installed underground.
- F. The applicant shall guarantee the paving of all streets.

Baughman Company
March 15, 1977
Page 2

- G. The applicant shall guarantee the installation of sanitary sewer and City water to serve all lots.
- H. The applicant shall guarantee the construction of sidewalks adjacent to all streets.
- I. The applicant and/or his surveyor shall contact the Flood Control Office prior to submission of the preliminary plat relative to additional drainage right-of-way along the north side of 55th Street South from the abandoned railroad right-of-way to Broadway and concerning the submission of an overall drainage plan for approval.
- J. The applicant shall guarantee any required drainage improvements such as but not limited to, storm water sewers, open channel improvements, filling and grading of land.
- K. Any raising, lowering or incasement of the Cities Service gas line indicated along the west line of subject property as a result of improvements on this plat shall be at the applicant's expense.
- L. Requirements for a preliminary plat (see Article 5, Part 3) of the MAPC Subdivision Regulations.

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

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Encl.

cc: Richard S. Robinson, 550 W. Central, Apt. 1005, 67203

Map No.: 5441
Section No.: 20
Twp. No.: 28
Range: 1E

S/D No. 77-6

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Robbins Farm Addition

General Location: N.W. Corner of Broadway and 55th St. South

Name of Property Owner: Richard S. Robison, Manageing partner, Robbins Realty

Address: 550 W. Central Apt. 1005 67203 Phone: 263-7010

Name of Subdivider: _____ Phone: _____

Address: _____ Phone: _____

Name of Agent/Surveyor: Baughman Company

Address: 330 Laura 67211 Phone: 262-7271

Date of Application: January 11, 1977

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 160 ac.
2. Number of Lots:
 - Residential 301
 - Commercial 3
 - Industrial _____
 - Other _____
3. Minimum Lot Frontage 60 ft.
4. Minimum Lot Area 6,000 ft.
5. Existing Zoning AA & LC
6. Proposed Zoning _____
7. Lineal Feet of New Streets:
 - a. _____ R/W _____ ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL _____ ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply _____ (Yes-No), Name _____
10. Public Sanitary Sewers _____ (Yes-No), Name _____
11. Health Department Approval (where applicable) _____ (Yes-No)
12. City of Wichita Three-Mile Area

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

Owner's Signature: Richard S. Robison

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

Received by LO.
Date 1-12-77
Fee Submitted none

(sketch)

T9-301B
(2-71)

All revised application 5-9-77