

PLAT. NO. S/D 80-58 MAP NO. 5949A

NAME CHELSEA NORTH

LOCATION: South side of 21st St. North, in an area  
west of Broadmoor

ENGINEER Baughman Company, P.A.

OWNER Thomas F. Hays, M.D., et al

APPLICATION FILED 7-25-80

SKETCH PLAT FILED 7-25-80

PRELIMINARY FILED \_\_\_\_\_

S/D ACTION \_\_\_\_\_

FINAL FILED 7-25-80

S/D ACTION 8-7-80 *Approved*

MAPC ACTION 8-14-80 *Approved*

BCC ACTION 11-18-80 *Approved*

RECORDED 3-2-81

REMARKS Assoc. DP-62 & Z-2239

S/D 80-58 - CHELSEA NORTH - South side of 21st St. North, in an area west of Broadmoor. Baughman Co. PA

POSTED  
8/6/80  
24

# ACTION

S/D COMMITTEE (final) Approved  
DATE 8-7-80

M.A.P.C. approve 8-14-80

B.C.C./B.C.C.-C. Approved 11-18-80

Map No. 5949A  
Sec. 7  
Twp. 27S  
Range 2E

Subdivision Report and Progress  
S/D No.: 80-58

Name: CHELSEA NORTH

General Location: South side of 21st St. North, in an area west of Broadmoor.

Owner: Thomas H. Hays, M.D., et al  
Address: 315 N. Hillside Zip Code: 67214 Phone: 684-2851

~~Subdivident~~ OWNER: Al Caro  
Address: 256 N. Rock Road Zip Code: 67206 Phone: 681-0529

Engineer/Surveyor: Baughman Company, P.A.  
Address: 330 Laura Zip Code: 67211 Phone: 262-7271

Present Zoning: "R-5"  
Proposed Zoning: "R-5"  
Assoc. Zone Case: DP-62

M.A.P.C. ACTION: 8-14-80 approve  
Advisory Letter: 8-14-80

APPLICATION RECEIVED: 7-25-70  
SKETCH PLAT RECEIVED: 7-25-80  
Letter of Intent: \_\_\_\_\_

Closure Data Submitted: \_\_\_\_\_  
Title/Taxes Rec'd. and Reviewed: 11-5-80  
Final Review: 11-11-80  
Referral to B.C.C.: 11-11-80

PREL. PLAT RECEIVED: \_\_\_\_\_  
S/D Comm. Action: \_\_\_\_\_

B.C.C. ACTION: 11-18-80 Approval

Advisory Letter: \_\_\_\_\_

Tracing Received: 11-5-80  
Released for Recording: 2-19-81  
Plat Recorded: 3/0/81

FINAL PLAT RECEIVED: 7-25-80  
S/D Comm. Action: 8-7-80 approve

Advisory Letter: 8-8-80

Comments:

John Yank 267-8233  
11-11-80 Need 1980 taxes paid

REGISTER OF DEEDS  
SEDGWICK COUNTY, KANSAS

S/D 80-58 n  
map: 5949A  
Assoc. DP-62  
Z-22391

CHELSEA NORTH ADDITION was

filed for record on MARCH 2, 1981

James J. McCall  
Register of Deeds

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

March 11, 1981

Donald C. Gisick, City Clerk

Jack H. Galbraith, Chief Planner

✓ Z-2239 - Zone change "R-5" to "BB"; and  
S/D 80-58 - Chelsea North

At the regular meeting of the Board of City Commissioners on June 3, 1980, the above captioned request for zone change was considered and approved, subject to replatting, and the City Clerk was instructed to withhold publication of the ordinance establishing the zone change until such time as the plat has been recorded. The associated plat was approved by the Board of City Commissioners on November 18, 1980.

This is to advise you that the final plat of Chelsea North was recorded with the Register of Deeds on March 2, 1981 and, therefore, the ordinance establishing the zone change may now be published.

Jack H. Galbraith  
Chief Planner

JHG:el

February 23, 1981

Donald C. Gisick, City Clerk  
Louise Olivarez, Senior Planner

Drainage easement associated with Chelsea North Addition

On November 18, 1980, the Board of City Commissioners approved the plat of Chelsea North, subject to the plattors obtaining a satisfactory drainage easement from the adjacent property owner. Two easements - a permanent and a temporary - were submitted to the Planning Department and approved by City Engineering on February 18, 1981. These two drainage easements are attached. Please place them on the City Commission agenda for March 3, 1981, with the following recommended action:

"Accept the drainage easement and the temporary drainage easement and instruct the City Clerk to file them with the Register of Deeds, the recording costs of which shall be billed to the plattor of Chelsea North."

The name and address of the Chelsea North plattor is:

Thomas M. Hays, M.D.  
315 N. Hillside  
Wichita, Ks. 67214

Please call me at 4406 if you have any questions.

Louise Olivarez  
Senior Planner

LO:bh

cc: Mike Lindebak, City Engineering

DRAINAGE EASEMENT

THIS EASEMENT made this 20th day of January, 1984

by and between TJ LAND AND CATTLE and ROBERT BEREN and JOAN BEREN, and THEODORE GORE and ROSALYN GORE of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first parties, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing drainage system according to the plans and specifications now on file in the office of the City Engineer of the City of Wichita, Kansas, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A strip of land 20 feet in width lying 10 feet on each side of the following described center line: Beginning at a point on the east line of the NW $\frac{1}{4}$  of Sec. 7, Twp. 27-S, R-2-E of the 6th P.M., Sedgwick County, Kansas; said point being 340 feet south of the N.E. Corner thereof; thence westerly parallel with the north line of said NW $\frac{1}{4}$ , 108 feet.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such drainage system.

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

BY: Teena Jean Slatkin  
PRESIDENT

Robert Beren  
ROBERT BEREN

Joan Beren  
JOAN BEREN

ATTEST:  
Walter Slatkin  
SECRETARY

Theodore Gore  
THEODORE GORE

Rosalyn Gore  
ROSALYN GORE

STATE OF KANSAS)  
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid Teena Jean Slatkin, President of TJ LAND AND CATTLE, ROBERT BEREN and JOAN BEREN, and THEODORE GORE and ROSALYN GORE to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 20th day of January, 1984

MARY JO MOORMANN  
STATE NOTARY PUBLIC  
Sedgwick County, Kansas  
My Appt. Exp. 2-27-84

Mary Jo Moormann  
Notary Public

My Commission expires February 27, 1984

submitted 1-22-81

TEMPORARY EASEMENT

THIS EASEMENT made this 20th day of January, 1981.

by and between TJ LAND AND CATTLE and ROBERT BEREN and JOAN BEREN and THEODORE GORE and ROSALYN GORE of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first part ies, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a temporary right-of-way and easement for the purpose of constructing drainage system according to the plans and specifications now on file in the office of the City Engineer of the City of Wichita, Kansas, over, along and across the following described real estate situated in Sedgwick County, Kansas, to wit:

A strip of land 40 feet in width lying 20 feet on each side of the following described center line: Beginning at a point 340 feet south and 108 feet west of the N.E. Corner of the NW $\frac{1}{4}$  of Sec. 7, Twp. 27-S, R-2-E of the 6th P.M., Sedgwick County, Kansas; thence westerly, parallel with the north line of said NW $\frac{1}{4}$ , 130 feet.

This easement does not include a right-of-way over land occupied by a permanent structure. Said easement shall expire upon completion of drainage system for Northborough Addition.

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

TJ LAND AND CATTLE

BY: Teena Jean Slatkin  
PRESIDENT

ATTEST: Walter Slatkin  
Secretary  
STATE OF KANSAS)  
SEDGWICK COUNTY) SS

Robert Beren  
ROBERT BEREN

Joan Beren  
JOAN BEREN

Theodore Gore  
THEODORE GORE

Rosalyn Gore  
ROSALYN GORE

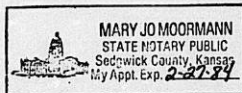
Personally appeared before me a notary public in and for the County and State aforesaid Teena Jean Slatkin, President of TJ LAND AND CATTLE, ROBERT BEREN and JOAN BEREN, and THEODORE GORE and ROSALYN GORE

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

Dated at Wichita, Kansas, this 20th day of January, 1981.

Mary Jo Moormann  
Notary Public

(My Commission expires February 27, 1984)



RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 80-58                      Name Chelsea North  
Application & Sketch Filed: 7-25-80  
Preliminary Plat Filed: N.A.                      Approved by S/D: N.A.  
Final Plat Filed: 7-25-80                      Approved by S/D: 8-7-80  
Approved by Metropolitan Area Planning Commission: 8-14-80

DESCRIPTION

General Location: south side of 21st St. North in an area west of  
Broadmoor

Surveyor or Engineer: Baughman Company, P.A.  
Owner: Thomas D. Hays, M.D., et. al.  
Address: 315 N. Hillside

- |  |                       |                         |
|--|-----------------------|-------------------------|
| 1. Gross Acreage of Plat <u>15.7</u>       | 6. Access Control     |                         |
| 2. Number of Lots                          | St. <u>21st</u>       | No. Openings <u>One</u> |
| Residential <u>2</u>                       | St. _____             | No. Openings _____      |
| Commercial _____                           | St. _____             | No. Openings _____      |
| Industrial _____                           | 7. Req'd Improvements |                         |
| Other <u>1</u>                             | St. Paving _____      | Water _____             |
| Total Number of Lots: <u>3</u>             | Sidewalk _____        | Drainage <u>X</u>       |
| 3. Minimum Lot Area: <u>76,274</u> sq. ft. | Sewer <u>X</u>        | Other _____             |
| 4. Existing Zoning: <u>R-5</u>             |                       |                         |
| 5. Special Problems Discussed: _____       |                       |                         |

Associated zone case Z-2239 "R-5" to "BB" for proposed Lot 1 has been approved subject to replatting. The approved drainage plan for this plat proposes to drain the site west across the K.G. and E. easement to the drainage dedication in The Northborough Addition. This requires approval from K. G. and E., and an easement from the adjacent property owners. The applicant has obtained approval from K.G. and E. (subject to conditions which need to be reviewed and approved by the City) and is still trying to obtain the easement. The applicant has submitted petitions for a storm sewer and extension of sanitary sewer. If the drainage easement cannot be obtained, the storm sewer petition may have to be revised. A certificate confirming the petitions has been submitted for recording. City Engineering recommends approval of the K.G.&E. conditions of crossing their easement.

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

Bayouth moved, Hennessy seconded, and it carried unanimously. Jones, Lofton, Martens and Shook were absent.

ACTION: Accept the petitions and instruct the Director of Law to prepare the necessary resolutions; instruct the City Clerk to file the certificate with the Register of Deeds, the recording cost of which shall be billed to the applicant; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign; instruct the Planning Department to withhold release of the plat for recording until a satisfactory easement for storm sewer purposes has been obtained from the adjacent property owner.

\*agree to the conditions for easement crossing set forth by K.G. & E. and authorize the Mayor to sign the letter of agreement;

MICROFILMED  
OF RECORDSTATE OF KANSAS }  
SEDGWICK COUNTY }  
FILED FOR RECORD AT }  
M

NOV 12 1980

NO. 5 14845  
BETTE F. Mc CART  
REGISTER OF DEEDS*Sat Kettler  
Deputy*COMMON ACCESS EASEMENT

This Common Access Easement made and entered into this 4 day of November, 1980, by and among NORTHEAST MEDICAL BUILDING, a Kansas General Partnership, hereinafter referred to as "Party of the First Part"; and NORTHEAST DEVELOPERS, a Kansas General Partnership, hereinafter referred to as "Party of the Second Part"; and Alfred A. Caro and Louise A. Caro, husband and wife, hereinafter collectively referred to as "Party of the Third Part".

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

WHEREAS, Party of the First Part is the owner in fee of that property situated in Wichita, Sedgwick County, Kansas, hereinafter referred to as "Premises A", set forth on Exhibit 1, attached hereto; and

WHEREAS, Party of the Second Part is the owner in fee of that property situated in Wichita, Sedgwick County, Kansas, hereinafter referred to as "Premises B", set forth on Exhibit 1, attached hereto; and

WHEREAS, Party of the Third Part is the owner in fee of that property situated in Wichita, Sedgwick County, Kansas, hereinafter referred to as "Premises C", set forth on Exhibit 1, attached hereto; and

WHEREAS, it is in the best interests of the Parties hereto that a common access easement be granted among themselves with respect to the following described property (the "Common Access Easement Area"), part of which is located on Premises B, part of which is located on Premises C, and which area abuts and provides access to Premises A, to-wit:

Tract 1:

The East 103.5 feet of the North 110 feet of the West 5.5 acres of Lot 5, Block 2, E. E. Jabes Addition to Wichita, Sedgwick County, Kansas.

Tract 2:

The West 36.5 feet of the North 110 feet of a tract legally described as: Lot 5, Block 2, E. E. Jabes Addition to Wichita, Sedgwick County, Kansas, except the West 5.5 acres of said Lot 5.

Said Tract 1 and Tract 2 defining an area of 110 feet by 140 feet, the East 36.5 feet of which is owned in fee by Party of the Third Part, and the West 103.5 feet of which is owned in fee by Party of the Second Part.

NOW, THEREFORE, in consideration of the Premises in the mutual covenants herein contained, the Parties hereto agree as follows:

*Betty Mc Cart*

1. Grant of Easement over Tract 1. Party of the Second Part hereby grants and conveys to Party of the First Part and Party of the Third Part, an easement and right to access over that part of the Common Access Easement Area which designated as Tract 1, and declares that said Parties of the First and Third Part, their business invitees, licensees and employees, shall have the right to use, free of charge, all entrances, exits, driveways and walks, in common with Party of the Second Part, and in the event that Party of the Second Part shall fail to properly maintain said portion of the Common Access Easement Area in accordance with this agreement, Parties of the First and Third Part shall be authorized to come upon said portion of the Common Access Easement Area for the purpose of maintaining said Tract and providing access to said other Parties.

2. Grant of Easement over Tract 2. Party of the third part hereby grants and conveys to Party of the First Part and Party of the Second Part, an easement and right to access over that part of the Common Access Easement Area which is designated as Tract 2, and declares that said Parties of the First and Second Part, their business invitees, licensees and employees, shall have the right to use, free of charge, all entrances, exits, driveways and walks, in common with Party of the Third Part, and in the event that Party of the Third Part shall fail to properly maintain said portion of the Common Access Easement Area in accordance with this indenture, Parties of the First and Second Part shall also be authorized to come upon said portion of the Common Access Easement Area for the purpose of maintaining said Tract and providing access to said other Parties.

3. Construction of Entrance and Mutual Driveway. The Parties agree that within a reasonable time, not to exceed 200 days from and after this agreement, Party of the First Part shall proceed to construct a driveway of the dimensions, and according to the location, set forth in Exhibit 2, which driveway shall meet the specifications required by the City of Wichita, Kansas, and all other municipal boards and authorities having jurisdiction of the same, to qualify as a major traffic entrance. The cost of construction of said driveway over the Common Access Easement Area shall be borne by the Parties as follows:

- (A) The cost of constructing that portion of the driveway area which has been described as Area One on Exhibit 2, shall be divided equally between the Party of the First Part and Party of the Third Part; and
- (B) The cost of constructing that portion of the driveway area which has been described as Area Two on Exhibit 2, shall be borne exclusively by Party of the First Part.

Upon commencement of construction, Party of the First Part shall proceed diligently to the completion of the same, and shall, upon request, furnish Parties of the Second and Third Part with information, during completion of the construction, with respect to cost and probable date of completion. Following completion of construction, Party of the First Part shall furnish Party of the Third Part with a statement of the

cost of completion of construction of the driveway over Area One, and Party of the Third Part shall thereupon make payment to Party of the First Part in an amount equal to one half of such cost.

4. Maintenance of Easement Areas. Each Party shall maintain and keep in good repair the driveway and entrance areas which are located on its Premises, and shall keep such areas and rights of way clear and free of snow, ice, rubbish, and obstructions of every nature; provided, however, that Party of the Third Part shall have no maintenance obligations with respect to that portion of the Common Access Easement Area of which is described as Tract 2 above, until such time as Party of the Third Part shall have commenced construction on Premises C or any part thereof.

No Party to this agreement shall erect improvements or other structures on the Common Access Easement Area which would have the effect of blocking, obstructing or rendering hazardous any portion of the Common Access Easement Area, and no Party shall erect any building, sign or other structure which would have the effect of obscuring the entrance or otherwise making access thereto difficult for the Parties, their invitees, licensees, and employees.

5. Term of Easement; Covenants Running With Land. This easement shall be a perpetual easement, and the restrictions hereby imposed, and the agreements herein contained, shall be easements, restrictions, and covenants running with the land; and the same shall inure to the benefit of, and be binding upon, the Parties hereto, their respective heirs, successors and assigns, including but not limited to all subsequent owners of Premises A, Premises B, and Premises C., and all persons claiming under them. The agreements among the parties set forth in Paragraphs 3 and 4, above, shall be construed as binding contracts among the Parties, but shall not be construed as conditions of this agreement, and the violation of Paragraphs 3 or 4 shall not work a forfeiture or cancellation of the mutual easements herein granted among the Parties.

6. Mutual Cooperation. The Parties hereto specifically covenant and agree that they will cooperate with one another in connection with the obtaining of consent and approval of all governing municipal bodies and administrative boards with respect to completion of the major traffic entrance contemplated by this agreement, and they further covenant and agree that they will sign such documents and other legal instruments, including plats of the subject premises, as shall be necessary to the performance and completion of this agreement.

7. Authority to Convey Partnership Easement. Robert W. Bingaman, by his execution of this indenture on behalf of Northeast Medical Building and Northeast Developers, does hereby state and represent that he is the duly elected and authorized managing partner of said general partnerships; that said partnerships were organized in accordance with the provisions of K. S. A. 56-301, et. seq., and are doing business in accordance with said Uniform Partnership Act; and that he is authorized under the terms of the governing partnership agreements to act for and on behalf of said Parties in

executing this agreement, and in granting the easement over Tract 1, above described.

IN WITNESS WHEREOF, the Parties hereto have signed this agreement the day, month and year first above written:

NORTHEAST MEDICAL BUILDING

By Robert W. Bingaman  
Robert W. Bingaman, Managing Partner

NORTHEAST DEVELOPERS,

By Robert W. Bingaman  
Robert W. Bingaman, Managing Partner

Alfred A. Caro  
ALFRED A. CARO

Louise A. Caro  
Louise A. CARO

ACKNOWLEDGMENT

STATE OF KANSAS )  
                          ) SS:  
SEDGWICK COUNTY )

BE IT REMEMBERED, that on this 3rd day of November, 1980, before me, a Notary Public within and for the County and State aforesaid, personally appeared Robert W. Bingaman, Managing Partner of Northeast Medical Building and Northeast Developers, General Partnerships duly organized and existing under the Uniform Partnership Act of the State of Kansas, who is personally known to me to be such Managing Partner, and known to me to be the same person who executed, as Managing Partner, the foregoing written Common Access Easement, and said person duly acknowledged his execution thereof as and for the free and voluntary act and deed of said partnerships.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at Wichita, Kansas, on the date first above written.

Charles E. Cole, Jr.  
Notary Public

My Appointment Expires:

6-12-84



ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS:  
SEDGWICK COUNTY )

BE IT REMEMBERED, that on this 4th day of November 1980, before me, a Notary Public within and for the County and State aforesaid, personally appeared Alfred A. Caro, who is personally known to me and known to me to be the same person who executed the foregoing written Common Access Easement, and said person duly acknowledged his execution thereof as and for his free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at Wichita, Kansas, on the date first above written.

*Madeline F. Akers*  
Notary Public



Appointment Expires:

8-82

ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS:  
SEDGWICK COUNTY )

BE IT REMEMBERED, that on this 4th day of November 1980, before me, a Notary Public within and for the County and State aforesaid, personally appeared Carole A. Caro, who is personally known to me and known to me to be the same person who executed the foregoing written Common Access Easement, and said person duly acknowledged her execution thereof as and for her free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at Wichita, Kansas, on the date first above written.

*Madeline F. Akers*  
Notary Public



Appointment Expires:

8-82

EXHIBIT 1 TO COMMON ACCESS EASEMENT

Premises A

The portion of Lot 5, Block 2, E. E. JABES ADDITION to Wichita, Sedgwick County, Kansas, described as: beginning at the Northwest corner of said parcel, then South 275 Feet, then East 276.72 Feet, then North 275 Feet, then West 278 Feet to the point of beginning, all being in the Northeast Quarter of Section 7, Township 27 South, Range 2 East, subject to all easements, conditions, covenants and restrictions of record. Being Platted as Lot 1, Chelsea North, Wichita, Kansas.

Premises B

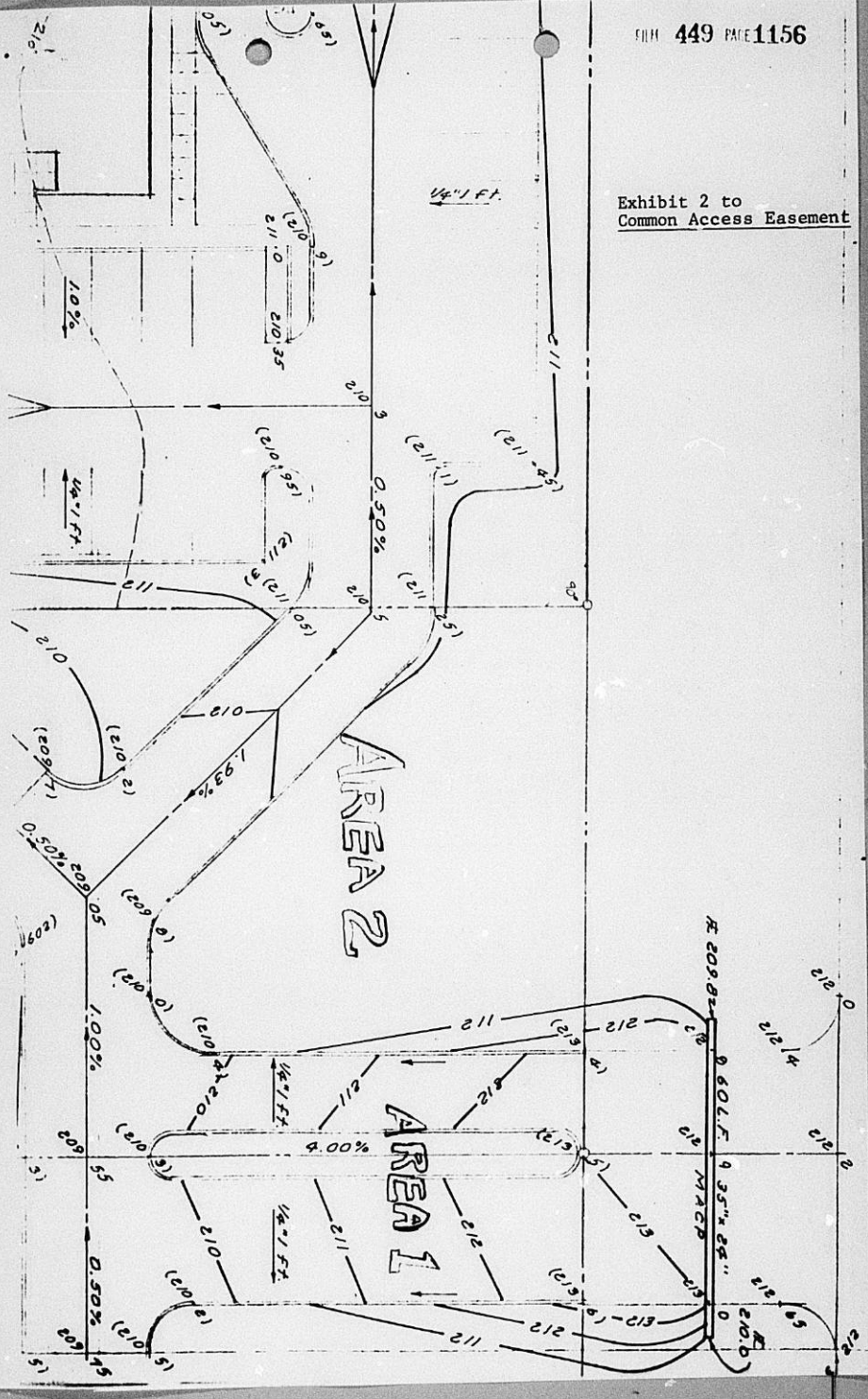
The West 5.5 Acres of Lot 5, Block 2, E. E. JABES ADDITION to Wichita, Sedgwick County, Kansas, less the following described tract, to-wit:

The portion of Lot 5, Block 2, E. E. JABES ADDITION to Wichita, Sedgwick County, Kansas, described as: beginning at the Northwest corner of said parcel, then South 275 Feet, then East 276.72 Feet, then North 275 Feet, then West 278 Feet to the point of beginning, all being in the Northeast Quarter of Section 7, Township 27 South, Range 2 East, subject to all easements, conditions, covenants and restrictions of record. Being Platted as Lot 2, Chelsea North, Wichita, Kansas.

Premises C

All of Lot 5, Block 2, E. E. JABES ADDITION to Wichita, Sedgwick County, Kansas, except the West 5.5 Acres of said Lot 5. Being Platted as Lot 3, Chelsea North, Wichita, Kansas.

Exhibit 2 to  
Common Access Easement





KANSAS GAS AND ELECTRIC COMPANY

July 18, 1980

BERNARD RUDDICK  
VICE PRESIDENT - ENGINEERING

Mr. John E. Lundblade  
Baughman Company, P.A.  
330 Laura  
Wichita, Kansas 67211

Dear Mr. Lundblade:

Consent is granted to the City of Wichita to cross Kansas Gas and Electric Company's 108 foot easement along the East side of the North-west 1/4 of Section 7, Township 27 South, Range 2 East in Sedgwick County, Kansas, as shown on the attached sketch.

The purpose of this consent is to provide for the construction and installation of an underground drainage pipe by the City of Wichita subject to the following conditions:

1. The City of Wichita will maintain a clearance so that the horizontal distance from the near edge of the excavation to any of this Company's facilities will be not less than the maximum depth of the excavation.
2. The City of Wichita will indemnify KG&E against loss, damage, cost and expense resulting from damage to our property, and save us harmless from all claims resulting from damages to the property or injury to the person of others.
3. The City of Wichita, its successors and assigns, will assume all expense for any repair, movement or relocation of utilities caused by the installation or maintenance of the sewer.
4. In blasting in the vicinity of our lines, such operation must be conducted so as to protect our lines from not only damage, but also short circuits resulting in outages.

Mr. John E. Lundblade

-2-

July 18, 1980

5. You are informed that KG&E has a 12 kv underground line running north and south through this easement. Before excavating you will contact Jerry Young, Division Line Supervisor at 1900 East Central, 261-6375, who will cause the underground line to be located. Any digging in the immediate vicinity of the line will be by hand and only then when a KG&E representative is at the site.

If you are in agreement with these conditions, please have some authorized officer of the company indicate its acceptance in the space provided below and return one signed copy to me. ✓

KANSAS GAS AND ELECTRIC COMPANY

By

*Bernard Liddick*

BR/ld

cc - Mr. Jerry Young

Accepted this \_\_\_\_\_ day of

\_\_\_\_\_, 1980

CITY OF WICHITA

By \_\_\_\_\_

DRAINAGE

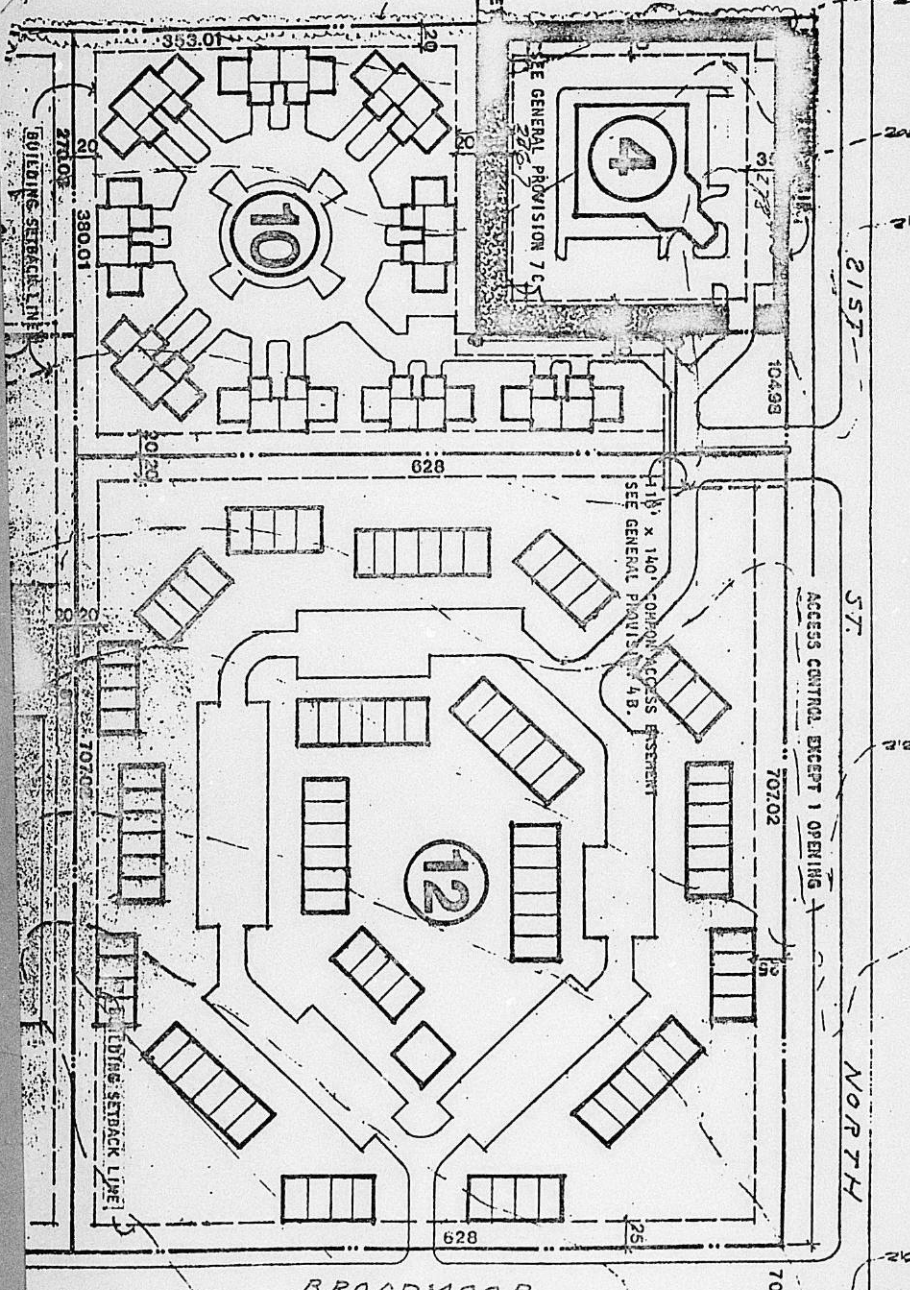
DEDICATION

K. G. & E.

EXISTING SHELTER BELT

BUILDING SET

ESMT



BROADMOOR

NORTH

70

11-5-80

Commitment No. Y-90, 160

## St. Paul Title Insurance Corporation

ST. PAUL TITLE INSURANCE CORPORATION, a Missouri 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 provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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

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

IN WITNESS WHEREOF, ST. PAUL TITLE INSURANCE CORPORATION has caused this commitment to be signed and sealed by its duly authorized officers, the commitment to become valid when countersigned by an authorized signatory as of Effective Date shown in Schedule A.



ST. PAUL TITLE INSURANCE CORPORATION

BY: *Thomas D. Jan*  
CHAIRMAN OF THE BOARD

COUNTERSIGNED:

BY: *William J. Palmer*  
AUTHORIZED SIGNATURE

ATTEST: *Edward R. Brown*  
SECRETARY

1. Effective date: July 21, 1980 @ 7:00 A.M. Amount
2. Policy or Policies to be issued: \$ Limited to:
- \_\_\_\_\_ ALTA Owner's Policy Form A-1970 (Amended 10-17-70) 250.00
- (a)  ALTA Owner's Policy Form B-1970 (Amended 10-17-70)
- \_\_\_\_\_ Proposed Insured: City of Wichita, a municipal corporation

- \_\_\_\_\_ ALTA Loan Policy (Amended 10-17-70)
- (b) \_\_\_\_\_
- \_\_\_\_\_ Proposed Insured: none proposed.

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple.

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

Paul H. Davis, Thomas H. Hays, Robert W. Bingaman, Josiah Smith and Daniel Busby, as to West 5.5 acres of Lot 5; Alfred A. Caro, as to Lot 5, except the West 5.5 acres.

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

Lot 5, Block 2, E. E. JABES ADDITION to Wichita, Sedgwick County, Kansas.

*Matches plat* →

To be platted as: CHELSEA NORTH, Wichita, Sedgwick County, Kansas.

*Wegm*



SCHEDULE B-1  
(REQUIREMENTS)

Commitment No. Y-90,160

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

A. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.

B. Instruments in insurable form which must be executed, delivered and duly filed for record.

- (1) Procure, file and record a properly approved and satisfactory executed Plat of CHELSEA NORTH, Wichita, Sedgwick County, Kansas, executed by, Paul H. Davis, Thomas H. Hays, Robert W. Bingaman, Josiah Smith, Daniel Busby and Alfred A. Caro and spouses, if any, as Fee Owners.
- (2) 1979 real estate taxes are shown paid, Key Nos. C-37896; C-37896-1 and C-37896-2.
- (3) Company has been furnished with a copy of the proposed plat, which includes dedications for utility easements, drainage easement, common access easement, access control and a Note that Building setback to conform to associated Community Unit Plan (DP 62).

Schedule B-1 consists of 1 pages.  
TSP-113B-1:9/77 *Wgm*



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. (A) Rights of dower, curtesy, homestead or other marital rights of spouse, if any, of any individual insured. (B) Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished imposed by law and not shown by the public records. (C) Survey: Any encroachments, measurements, party walls, or other facts which a correct survey of the premises would show. (D) Easements, or claims of easements, not shown by the public records. (E) Rights or claims of parties in possession not shown by the public records.
3. All assessments and taxes for the year 19 80 and all subsequent years.
4. 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 right-of-ways, public utilities, approval of elevation or other restrictive matters that may be reserved, dedicated or granted in the recorded Plat.
5. Any restrictions, covenants and conditions to be imposed subsequent to recordation of the Plat.
6. Easements across the South 10 feet and the West 20 feet as shown on the Plat for the construction and maintenance of all public utilities.
7. Statement on recorded plat: See Associated C.U.P. for required setback on Lot 5, Block 2.
8. All abutter's rights of access to and from 21st Street North over and across the North line of Lot 5, Block 2 are granted on the recorded Plat to the appropriate governing body, provided, however, that Lot 5, Block 2, shall have access to 21st Street North at one location to be designated by the appropriate governing body. (Access easement designated by amended C.U.P. by the City of Wichita to be along the 5.5 acre line.)
9. Special Assessments may be and/or will be assessed as disclosed by various instruments.
10. Such state of facts as would be disclosed by a Judgment Search of the official records of Sedgwick County, Kansas as against Paul H. Davis, Thomas H. Hays, Robert W. Bingham, Josiah Smith, Daniel Busby and Alfred A. Caro.

Schedule B-II consists of 1 pages.

TSP-113 B-II:9/77



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

CERTIFICATE

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

I, Robert W. Bingaman, owner of  
(give name of proposed plat, if appropriate) \_\_\_\_\_  
CHELSEA NORTH, Wichita, Kansas.

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

- 1. Sanitary Sewer
- 2. Storm Water Sewer
- 3.
- 4.
- 5.
- 6.
- 7.

<b>RECEIVED</b>			
OFFICE OF CITY CLERK			
NOV 5 1980			
<input type="checkbox"/> DG _____	<input type="checkbox"/> DR _____		
<input type="checkbox"/> Agenda _____	<input type="checkbox"/> JE _____		
<input type="checkbox"/> File _____			

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

Signed this 5th day of November, 19 80.

Robert W. Bingaman  
Robert W. Bingaman

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

Be it remembered that on this 5th day of November,  
19 80, before me, a notary public in and for said County and State,  
came Robert W. Bingaman, 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.

[Signature]  
Notary Public

My Commission Expires:  
Aug 13, 1981

VERNON L. LIEURANCE  
STATE NOTARY PUBLIC  
SEDGWICK COUNTY, KANSAS  
My Appl. Expires May 22, 1981

August 14, 1980

Baughman Company  
330 Laura  
Wichita, Ks. 67211

Re: S/D 80-58 - Final plat of Chelsea North

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on August 14, 1980, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of August 8, 1980.

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

- 11-5-80
1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
  - 11-5-80 2. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the plat.
  3. Certification that all taxes due and payable for 1979 and prior years have been paid. *Need 1980 taxes paid.*

Please call if you have any questions.

*(Advise the architect of this about 11-3-80)*

Very truly yours,

Louise Olivares  
Senior Planner

LO:bb

cc: Thomas H. Hays, M.D., et al., 315 N. Hillside, 67214  
Al Caro, 256 N. Rock Rd., 67206

August 8, 1980

Baughman Company  
330 Laura  
Wichita, Ks. 67211

Re: S/D 80-58 - Final plat of Chelsea North

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, August 7, 1980, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- 11-5-80
- A. The boundary of the common access easement which is to be 110' x 140' shall be more clearly labeled on the final plat tracing. The easement shall be submitted by separate document and, when approved by the Planning Department, shall be recorded with the Register of Deeds. The recording data shall be shown on the face of the plat.
- 11-5-80
- B. The City Engineer's office has approved the drainage plan for this property. The plan proposes to drain the site west across K.G. and E. easement to the drainage dedication in the Northborough Addition. The applicant shall obtain written approval from K.G. and E. for the construction of an underground storm sewer across the K.G. and E. easement. A copy of the approval letter shall be submitted to City Engineering and to Planning. The applicant shall also obtain an easement from the property owner for draining into the drainage dedication on the east side of Northborough Addition.
- petition 11-5 ✓
- C. The applicant shall guarantee the construction of a public storm sewer to drain all three lots to the Northborough drainage channel.
- petition 11-5 ✓
- D. The applicant shall guarantee the extension of sanitary sewer to Lot 1.
- E. Recording of the plat within 30 days after approval by the Board of City Commissioners.

certificate submitted with petitions 11-5

Baughman Company  
Page 2  
August 8, 1980

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, August 14, 1980, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez  
Senior Planner

LO:bh

cc: Thomas H. Hays, M.D., et al., 315 N. Hillside, 67214  
Al Caro, 256 N. Rock Rd., 67206  
Dean Sellers, Acting City Engineer

Final plat  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 80-58 Name Chelsea North  
Date Application Rec'd. 7-25-80 Preliminary Approval  
Scheduled S/D Meeting 8-7-80

DESCRIPTION

General Location South side of 21st St. North in an area west of Broadmoor

Owner Thomas H. Hays, M.D., et al.  
Surveyor/Engineer Baughman Company, P.A. Phone 262-7271  
Address 330 Laura, 67211

1. Gross Acreage of Plat 15.7
2. Number of Lots:
  - Residential 2
  - Commercial \_\_\_\_\_
  - Industrial \_\_\_\_\_
  - Other Business 1Total Number of Lots 3
3. Minimum Lot Frontage 103.5 ft.
4. Minimum Lot Area 76,274 sq. ft
5. Existing Zoning R-5
6. Proposed Zoning R-5 and BB Assoc. with DP-62 and Z-2239
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 (Yes-No), Name City of Wichita
10. Public Sanitary Sewers Yes (Yes-No), Name City of Wichita (Yes-No)
11. Health Department Approval (where applicable) \_\_\_\_\_
12. City of Wichita X: Three-Mile Area \_\_\_\_\_

STAFF COMMENTS:

Note: Associated cases Z-2239 R-5 to "BB" for proposed Lot 1 and DP-62, Amended Chelsea Station C.U.P. have been approved subject to replatting.

- A. The boundary of the common access easement which is to be 110' x 140' shall be more clearly labeled on the final plat tracing. The easement shall be submitted by separate document and, when approved by the Planning Department, shall be recorded with the Register of Deeds. The recording data shall be shown on the face of the plat.
- B. The City Engineer's office has approved the drainage plan for this property. The plan proposes to drain the site west across K.G. and E. easement to the drainage dedication in the North-borough Addition. The applicant shall obtain written approval from K. G. and E. for the construction of an underground storm sewer across the K.G. and E. easement. A copy of the approval letter shall be submitted to City Engineering and to Planning.
- C. If the storm sewer mentioned in item B is to be a private storm sewer, the 20-foot drainage easement shall be a private easement. If it is to be a public storm sewer, the applicant shall guarantee the construction thereof.
- D. The applicant shall guarantee the extension of sanitary sewer to Lot 1.
- E. Recording of the plat within 30 days after approval by the Board of City Commissioners.

RECEIVED

JUL 23 1980

THE CITY OF WICHITA

OFFICE OF PUBLIC WORKS ENGINEERING

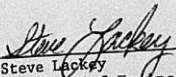
DATE July 22, 1980

METROPOLITAN PLANNING  
ROUTE  to  
 Louise

TO Jack Galbraith, Chief Planner  
FROM Steve Lackey, Design Chief Engineer

SUBJECT Drainage Plan for  
Chelsea North

Baughman Company, P.A. has submitted a satisfactory drainage plan for Chelsea North.

  
Steve Lackey  
Design Chief Engineer

SL:md

cc: John Lundblade, Baughman Co., P.A.

Map No.: 5949A  
Section: 7  
Twp.: 27S  
Range: 2E

S/D No. 80-58

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Chelsea North  
General Location: South side of 21st St. No. <sup>in an area west of Broadmoor</sup> between Rock and Woodlawn

Name of Property Owner: Thomas H. Hays, M.D. et al Phone: 684-2851  
Address: 315 N. Hillside Zip Code: \_\_\_\_\_  
Name of Subdivider: Owner: Al Caro Phone: 681-0529  
Address: 256 N. Rock Road Zip Code: \_\_\_\_\_  
Name of Engineer/Surveyor: Baughman Company, P.A.  
Address: 330 Laura, Wichita, KS. Zip Code: 67211  
Date of Application: July 25, 1980

SUBDIVISION INFORMATION:

- |   |                                 |
|---|---------------------------------|
| 1. Gross Acreage of Plat <u>15.7 Acres</u>  | 7. Lineal Feet of New Streets:  |
| 2. Number of Lots:  | a. _____ ft.                    |
| Residential <u>2</u>  | b. _____ ft.                    |
| Commercial _____  | c. _____ ft.                    |
| Industrial _____  | d. _____ ft.                    |
| Other Business <u>1</u>   | e. _____ ft.                    |
| Total Number of Lots <u>3</u>   | TOTAL _____ ft.                 |
| 3. Minimum Lot Frontage <u>103.5</u> ft.  | 8. Are Sidewalks existing?      |
| 4. Minimum Lot Area <u>76,274 sq. ft.</u>   | Yes _____ No <u>X</u>           |
| 5. Existing Zoning <u>R-5</u>   |                                 |
| 6. Proposed Zoning <u>R-5 &amp; BB</u>  |                                 |
| 9. Is a public water supply available? <u>X</u> Yes <u>Assoc. with DP-62 &amp; Z-2239</u> | No, Name <u>City of Wichita</u> |
| 10. Is a sanitary sewer available? <u>X</u> Yes _____                                     | No, Name <u>City of Wichita</u> |
| 11. Has Health Department approval been obtained (where applicable) _____                 | Yes <u>No</u>                   |
| 12. City of Wichita <u>X</u> Three Mile Area _____  | Outside of Wichita _____        |

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

Owner's Signature: *Thomas H. Hays*

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

Received by LO  
Date 7-25-80  
Fee Submitted none  
re platting required by cop  
amendment

FORM 29

PAYMENT NOTICE  
City of Wichita

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

DESCRIPTION	AMOUNT
<i>57 -</i>	
<i>...</i>	

NAME *...*

ADDRESS *...*

FUND *...*

DUE DATE *10/19*

COMMENTS *...*

DATE *7-15-70*

BY *...*