

PLAT NO. S/D 80-94 MAP NO. 5047D
NAME FARMINGTON SQUARE 2ND ADDITION Box 81-2

LOCATION: East side of Ridge, approx. 1/3 mile south of
Central.

ENGINEER Baughman Company, P.A.

OWNER Marvin Niedens and Dan Carney

APPLICATION FILED 11-14-80

SKETCH PLAT FILED _____

PRELIMINARY FILED 11-14-80

S/D ACTION 11-24-80 approve

FINAL FILED 12-12-80

S/D ACTION Mon 12-22-80 - approve

MAPC ACTION Mon 12-29-80 approve

BCC ACTION 4-7-81 Approved

RECORDED Associated Case: DP-59 Z-2290

REMARKS _____

4/23/81

ACTION

1057ED
11-19-80

DATE

SD COMMITTEE Public. approved 11-24-80 Mon.

SD Final approved 12-22-80 Mon.

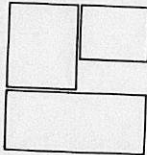
M.A.P.C. approved 12-29-80 Mon.

B.C.C./B.C.C.C. Approved 4-7-81

S/D 80-94 - FARMINGTON SQUARE 2ND
ADDITION - East side of Ridge,
approx. 1/3 mile south of Central
By: Baughman Co., P.A.

COMMITMENT FOR TITLE INSURANCE

Issued by



COLUMBIAN NATIONAL TITLE INSURANCE COMPANY

820 QUINCY STREET

TOPEKA, KANSAS 66612

(913) 232-0548

Columbian National Title Insurance Company, a Kansas 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 Schedule 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.

IN WITNESS WHEREOF, Columbian National Title Insurance Company has caused its corporate name and seal to be hereunto affixed on the date shown in Schedule A to become effective when countersigned by either a Vice President, Assistant Vice President, Treasurer, Assistant Secretary or Validating Agent.

COLUMBIAN NATIONAL TITLE INSURANCE COMPANY



Sam Mc Caffee
President

COUNTERSIGNED:

By *[Signature]* Attest:
Authorized Signatory

John W. Rojew, Jr.
Secretary

COMMITMENT FORM

SCHEDULE A

Amended Platting Binder
M-2582

1. Effective date: March 23, 1981 @ 7:00 a.m.

2. Policy or Policies to be issued.

Amount

- (a) Owner's Policy (ALTA, Standard Owner's form) _____ Limited to
Proposed Insured: 125, Inc., a Corporation as to Parcels 1 and 3; Car-Ree Enterprises, Inc., a Kansas Corporation as to Parcel 2. \$ 250.00
- (b) Loan Policy (ALTA, Standard Loan form) _____
Proposed Insured: _____ \$ _____

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple _____ and as of the effective date hereof vested in: *See attached

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

Parcel 1: Reserves A and B; Lot 1, except that part dedicated to the Public for drainage purposes by instrument recorded 9/29/76, on Film 211 at Page 1139, and all of Lots 2 and 3, all in Block 1; Lot 4, Block 3; all in Farmington Square, an Addition to Wichita, Sedgwick County, Kansas.
125, Inc.

Parcel 2: Lot 1, Block 2, Farmington Square, an Addition to Wichita, Sedgwick County, Kansas.
Car-Ree Enterprises Inc. and 125, Inc.

Parcel 3: The Floodway, Farmington Square, an Addition to Wichita, Sedgwick County, Kansas.
125, Inc.

Parcel 4: Reserves C and D, and all that part of Shade being described as follows: Beginning at the SW corner of said Block 1, Farmington Square; thence S89°58'05" E., 140 feet; thence S85°23'39" E. 100.32 feet; thence N89°58'05" W 239.93 feet; thence N 0°26'00" W 8.00 feet to the place of beginning, all in Farmington Square, an Addition to Wichita, Sedgwick County, Kansas.
within block 1, now *the space now on north side Shade*

NOTE: The above Parcel 4 is being vacated by virtue of K.S.A. 1970 Supp. 12/512(b).

(All of the above Parcels to be Platted as Farmington Square 2nd Addition, Wichita, Sedgwick County, Kansas.)

Number M. 2582

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and as of the effective date hereof vested in:

Parcel 1: 125, Inc., a Corporation as to said Lots in Blocks 1 and 3. 125, Inc., a Corporation as to the record title of said Reserves A and B.

Parcel 2: Car-Ree Enterprises, Inc., a Kansas Corporation as to all of said Parcel 2 except 3 tracts described as follows:

Tract 1: Part of Lot 1, Block 2, of Farmington Square an Addition to Wichita, Sedgwick County, Kansas, described as follows: Beginning at a point on the northerly line of said Lot 1, said point being 115 feet southwesterly from the northeasterly corner thereof; thence southwesterly along said northerly line, 225 feet; thence southeasterly, with a deflection angle to the left of 90°, 291.54 feet; thence northeasterly with a deflection angle to the left of 99°35'30", 150.24 feet; thence northeasterly with a deflection angle to the left of 27°07'55", 95.87 feet; thence northwesterly, with a deflection angle to the left of 53°17'35", 209.25 feet to the point of beginning.

Tract 2: Part of Lot 1, Block 2 of Farmington Square an Addition to Wichita, Sedgwick County, Kansas, described as follows: Beginning at a point on the northerly line of said Lot 1, said point being 340 feet southwesterly from the northeasterly corner thereof; thence southwesterly along said northerly line, 245 feet; thence southeasterly, with a deflection angle to the left of 90°, 185 feet; thence southeasterly, with a deflection angle to the right of 38°00'13", 132.75 feet; thence southeasterly, with a deflection angle to the left of 83°04'43", 30 feet; thence northeasterly with a deflection angle to the left of 37°35'14", 109.41 feet; thence northeasterly with a deflection angle to the left of 10°54'46", 199.76 feet; thence northwesterly, with a deflection angle to the left of 80°25'30", 291.54 feet to the point of beginning.

Tract 3: Part of Lot 2, Block 2 of Farmington Square an Addition to Wichita, Sedgwick County, Kansas, described as follows: Beginning at a point on the northerly line of said Lot 1, said point being 585 feet southwesterly from the northeasterly corner thereof; thence southwesterly, along said northerly line, 297.68 feet; thence southeasterly, with a deflection angle to the left of 92°40'44", 77.95 feet; thence southeasterly, with a deflection angle to the left of 42°23'46", 299.85 feet; thence northwesterly, with a deflection angle to the left of 96°55'17", 132.75 feet; thence northwesterly, with a deflection angle to the left of 38°00'13", 185 feet to the point of beginning.

125, Inc., a Corporation as to the three above mentioned Tracts.

Parcel 3: 125, Inc., a Kansas Corporation

Parcel 4: 125, Inc., a Kansas Corporation, as to Reserves C and D. The County, for the use of The Public as to said portion of Shade.

COMMITMENT FORM

SCHEDULE B

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

1. File Lien Waiver as to subject property, in Sedgwick County District Court Case No. 77-C-1169, entitled Kirk Excavating Service, Inc., Plaintiff -vs- Max Cole, doing business as Max Cole and Associates, et al, Defendants, in action for recovery of money.
2. Record the Plat of Farmington Square 2nd Addition, Wichita, Sedgwick County, Kansas, executed by the duly authorized officers of 125, Inc., a Corporation and Car-Ree Enterprises, Inc., a Kansas Corporation, accepted by the proper City and County Commissioners and approved by a duly authorized officer of Mid Kansas Federal Savings and Loan Association of Wichita, Mortgage holder, and duly authorized officer(s) of The State Bank of Colwich, Mortgage holder.
3. Payment of Taxes as follows: Parcel 1: a) For the second half of 1980, in the original amount of \$4,329.90. Taxes for the year 1979 and all prior years are paid. Tax Key No. D-30386. (Lot 1, exc. that part to public for drainage, Block 1)
b) For the second half of 1980, in the original amount of \$3,327.18. Taxes for the year 1979 and all prior years are paid. Tax Key Number: D-30387. (Lot 2, Block 1)
c) For the second half of 1980 in the original amount of \$2,911.02. Taxes for the year 1979 and all prior years are paid. Tax Key Number: D-30388. (Lot 3, Block 1)
d) For the second half of 1980 in the original amount of \$596.84. Taxes for the year 1979 and all prior years are paid. Tax Key Number: D-30394. (Reserve A)
e) For the second half of 1980 in the original amount of \$1,334.67. Taxes for the year 1979 and all prior years are paid. Tax Key Number D-30395. (Reserve B)
f) For the second half of 1980 in the original amount of \$2,576.73. Taxes for the year 1979 and all prior years are paid. Tax Key Number: D-30393. (Lot 3, Block 4)

(CONTINUED ON PAGE 2 OF SCHEDULE B*)

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 or record the estate or interest or mortgage thereon covered by this Commitment.
2. General Taxes for the year 1981, and all subsequent years, and special assessments due or payable therewith.
3. Rights of parties in possession not shown of record, and questions of boundary, location of improvements or any state of facts dependent on actual survey for determination.
4. Mechanic's Liens if any not shown of record.
5. Avigational Easement for "Navigable Aisrpace" prescribed by Federal Aviation Act of 1958 as filed February 11, 1975 and recorded in Film 131 at Page 546.
6. Restrictive Covenants as filed February 11, 1975, in Film 131 at Page 557 that are concerned with "Noise Pollution".
7. Right of Way Agreement to Derby Refining Company for Pipeline purposes over a portion of captioned property as created by instrument dated October 11, 1955, filed December 7, 1955, in Book Misc. 358 at Page 279. (Parcel 3.)
8. Right of Way Agreement to Derby Refining Company for Pipeline purposes over a portion of captioned property as created by instrument dated October 5, 1955, filed December 7, 1955, in Book Misc. 358 at Page 277. (Parcel 3.)
9. Right of Way easement to Kansas Gas and Electric Company for transmission lines over a portion of captioned property as created by instrument dated May 14, 1959, filed July 20, 1959 in Book Misc. 445 at Page 500. (Parcel 3.)

(CONTINUED ON PAGE 3 OF SCHEDULE B**)

SCHEDULE ...B...

Number M-2582
(CONTINUED FROM PAGE 1 OF SCHEDULE B*)

Parcel 2:

a) For the second half of 1980 in the original amount of \$4,443.18. Taxes for the year 1979 and all prior years are paid. Tax Key Number D-30389.

Parcel 3:

a) Taxes for the year 1979 and 1980 in the original amounts of \$110.62 and \$114.96, respectively, and any interest. Taxes for the year 1978 and all prior years are paid. Tax Key Number: D-30398.

Parcel 4:

a) Taxes for the year 1979 and 1980 in the original amounts of \$1.04 and \$1.08, respectively and any interest due thereon. Taxes for the year 1978 and all prior years are paid. Tax Key Number D-30396. (Reserve C.)

b) Taxes for the year 1979 and 1980 in the original amounts of \$1.04 and \$1.08, respectively and any interest due thereon. Taxes for the year 1978 and all prior years are paid. Tax Key Number D-30397. (Reserve D.)

SPECIAL TAX NOTE: If the title company is to insure the 1979 and 1980 real estate taxes, we must be furnished with a paid tax receipt, or taxes must be paid through this office.

SCHEDULE B-2

Number M-2582
 (CONTINUED FROM PAGE 1 OF SCHEDULE B**)

10. Sewer easement over a portion of captioned property as condemned in Sedgwick County District Court Case No. C-17963. (Parcel 3.)
11. Easement to the City of Wichita for sewer purposes over a portion of captioned property as created by instrument dated February 16, 1971, filed March 22, 1971, in Book Misc. 685, at Page 165. (Parcel 3 and Reserve B in Parcel 1) (SAME AS # 10)
12. Platted utility easements, drainage dedications, floodway, access control to 2nd Street, Central Avenue, Ridge Road, Datum elevation and open space and landscaping, as granted, reserved, dedicated or delineated on the recorded plat of Farmington Square, an Addition to Wichita, Sedgwick County, Kansas.
13. Described property may be and/or is subject to Special Assessments as disclosed by numerous filings of Resolutions, Certificates and Ordinances by the City of Wichita concerned with improvements for sidewalks, paving, sanitary sewer, storm water sewer and drainage system, and waterworks system.
14. Drainage easement and right of way to the City of Wichita recorded 5/25/76 on Film 192, Page 170. (Affects portion of Lot 3, Block 1 in said Parcel 1)
15. Easements for Public Utilities as shown on the plat to be recorded.
16. Building setback lines to be set out on the recorded plat.
17. Restrictions, conditions, reservations or covenants to be placed upon the premises.
18. Terms and Conditions of Right of First Refusal between Car-Ree Enterprises, Inc., "Seller" and Bruce E. Borders and Robert M. Bruening, "Buyers", recorded 11/5/80, on Film 448, Page 658. (Affects 4 tracts in the portion of said Parcel 2 owned by aforementioned "Seller".)
19. Mortgage executed by 125, Inc., a Corporation, dated 7/29/80, in favor of Mid Kansas Federal Savings and Loan Association of Wichita, to secure a note in the original amount of \$240,000.00, on the terms, covenants and conditions provided, recorded 7/30/80, on Film 430, Page 125. (Affects Parcel 1.)
20. Mortgages on parts of Lot 1, Block 2, of said Parcel 2 being further defined on each instrument, for definition purposes, they are described herein by Tract and Building numbers each affects as set out on the face of each instrument. All mortgages dated 9/5/80, executed by Car-Ree Enterprises, Inc., a Corporation in favor of Mid Kansas Federal Savings and Loan Association of Kansas, to secure a note in the original amount of \$84,000.00, each individually, upon the terms, covenants and conditions herein, all being recorded 9/8/80:
 Film 436 Page 1430 encumbering Tract 1, Bldg. 1, Par Lane
 Film 436 Page 1438 encumbering Tract 1, Bldg. 2, Par Lane
 Film 436 Page 1446 encumbering Tract 5, Bldg. 10, Par Lane
 Film 436 Page 1454 encumbering Tract 2, Bldg. 9, Par Lane
 Film 436 Page 1462 encumbering Tract 2, Bldg. 3, Par Lane
 Film: 436, Page 1470 encumbering Tract 2, Bldg. 4, Par Lane
 Film 436 Page 1478 encumbering Tract 4, Bldg. 7, Par Lane
 Film 436, Page 1486 encumbering Tract 4, Bldg. 8, Par Lane
 Film 436 Page 1494 encumbering Tract 3, Bldg. 6, Par Lane
 Film 436 Page 1500 encumbering Tract 6, Bldg. 12, Par Lane
 Film 436 Page 1508 encumbering Tract 6, Bldg. 11, Par Lane
 Film 436 Page 1516 encumbering Tract 3, Bldg. 5, Par Lane
 Film 436 Page 1590 encumbering Tract 3, Bldg. 6, Par Lane
 Film 436 Page 1602 encumbering Tract 7, Bldg. 13, Par Lane
 Film 436 Page 1610 encumbering Tract 7, Bldg. 14, Par Lane
 Film 436 Page 1618 encumbering Tract 8, Bldg. 15, Par Lane
 Film 436 Page 1626 encumbering Tract 8, Bldg. 16, Par Lane
 Film 436 Page 1634 encumbering Tract 9, Bldg. 17, Par Lane
 Film 436 Page 1642 encumbering Tract 9, No Bldg. set out

(CONTINUED ON PAGE 4 OF SCHEDULE B**)

SCHEDULE B-2

Number M. 2582

(CONTINUED FROM PAGE 3 OF SCHEDULE B**)

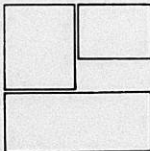
21. Mortgage dated September 11, 1980, executed by 125, Inc., Marvin L. Niedens, President, in favor of The State Bank of Colwich, to secure a note in the original amount of \$100,000.00, on the terms, covenants and conditions provided, recorded September 12, 1980, on Film 437, Page 1422.
(Affects a portion of Parcel 2)
22. Easement and Right-of-Way to the City of Wichita for construction, operations, and maintenance of sewer pipes and sewer systems, by instrument recorded March 17, 1981, on Film 467, Page 1372.
Center of Blk 4

CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, 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 actual 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 and the Conditions and Stipulations 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 hereon covered by his Commitment must be based on and are subject to the provisions of this Commitment.
5. In mortgage and/or purchaser under contract policies, Company will not insure against any loss or damage by reason of the following:

- a. Usury or claims of usury.
- b. Any "consumer credit protection" "truth-in-lending", or similar law.

Since it is intended by this exclusion to afford no policy protection against loss arising from this source, no responsibility will be assumed for non-compliance with closing or escrow instructions which require the closer acting in behalf of the Company to determine whether the performance of, or failure to perform, any given act constitutes compliance with, or a breach of, the provisions of any such law.



COLUMBIAN
NATIONAL TITLE
INSURANCE COMPANY

April 28, 1981

Donald C. Gisick, City Clerk

Jack H. Galbraith, Chief Planner

Z-2290 - Zone change "A" to "LC"; and
S/D 80-94 - Farmington Square 2nd Addition

At the regular meeting of the Board of City Commissioners on December 2, 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 April 7, 1981.

This is to advise you that the final plat of Farmington Square 2nd Addition was recorded with the Register of Deeds on April 23, 1981 and, therefore, the ordinance establishing the zone change may now be published.

Jack H. Galbraith
Chief Planner

JHG:el

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 80-94 Name Farmington Square 2nd Addition
Application & Sketch Filed: 11-14-80
Preliminary Plat Filed: 11-14-80 Approved by S/D: 11-24-80
Final Plat Filed: 12-12-80 Approved by S/D: 12-22-80
Approved by Metropolitan Area Planning Commission: 12-29-80

DESCRIPTION

General Location: east of Ridge Road approximately 1/3 mile south of Central.

Surveyor or Engineer: Baughman Company, P.A.

Owner: Marvin Niedens, et. al.

Address: 125 S. West Street, 67213

1. Gross Acreage of Plat <u>32.1</u>	6. Access Control		
2. Number of Lots	St. <u>Ridge</u>	No. Openings <u>0</u>	
Residential <u>85</u>	St. _____	No. Openings _____	
Commercial <u>1</u>	St. _____	No. Openings _____	
Industrial _____	7. Req'd Improvements		
Other _____	St. Paving <u>X</u>	Water <u>X</u>	
Total Number of Lots: <u>86</u>	Sidewalk <u>X</u>	Drainage _____	
3. Minimum Lot Area: <u>6,500</u> sq. ft.	Sewer <u>X</u>	Other _____	
4. Existing Zoning: <u>A with CUP (DP-59)</u>			
5. Special Problems Discussed: _____			

Associated zone case Z-2290 "A" to "IC" for Lot 1, Block 5 and amended C.U.P. #DP-59 have been approved subject to replatting. The floodway will be owned and maintained by the owner of Lot 2, Block 5. A covenant specifying this responsibility has been submitted for recording. An avigational easement and restrictive noise covenant have been submitted. 100% petitions for streets, sewer and water have been submitted along with a certificate confirming the petitions. A sidewalk certificate acknowledging that a sidewalk will be required on the northerly side of Shade as a condition of the issuance of building permits has been submitted for recording. The original Farmington Square plat had two small "reserve" areas (Reserves C and D) within Shade street right-of-way near its intersection with Ridge and with Wayside. Since these are no longer proposed as landscaped entry ways into the subdivision, they are being dedicated to the public for street purposes. The original restrictive covenants filed with Farmington Square Addition provided for the ownership and maintenance of four open space areas and stated that the covenants could be changed "only by a recorded instrument filed by the then owner and the chief elected executive of the City of Wichita, Kansas." Since two of the open space areas are being replatted into lots and the other two are being dedicated for Shade street right-of-way, the current owners have submitted a document to be signed by the Mayor which approves the termination of the original covenants.

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

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

ACTION: Receive and file the water engineering feasibility report, adopt the resolution of finding and the resolution ordering and directing the water system improvement; approve the petitions and instruct the Director of Law to prepare the necessary resolutions; accept the avigational easement and the dedication of street right-of-way; approve the termination of covenants for Farmington Square (1st) Addition and authorize the Mayor to sign; instruct the City Clerk to file the avigational easement, restrictive noise covenant, street dedication, sidewalk certificate, floodway covenant and certificate of petitions with the Register of Deeds, the recording costs 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.

TERMINATION OF RESTRICTIVE COVENANTS

THIS TERMINATION OF RESTRICTIVE COVENANTS made this 1st
day of April, 1981, by 125, INC., hereafter called "Owner":

W I T N E S S E T H :

WHEREAS Restrictive Covenants were placed on the real
property described as

FARMINGTON SQUARE, an Addition
to Wichita, Kansas,

dated September 6, 1974, and filed of record on February 11,
1975, on Film 131, pages 552-557 by the owners of said property
at said time; and,

WHEREAS, 125, Inc. is the present owner of all of said
property; and,

WHEREAS, said present owner, 125, Inc., is desirous of
terminating said Restrictive Covenants; and,

WHEREAS, the City of Wichita, by its chief elected
executive, agrees that said Restrictive Covenants can and
should be terminated;

NOW, THEREFORE, the owner of the above described property
declares that the Restrictive Covenants described above are
hereby terminated and held for naught.

That _____, the chief elected executive of
the City of Wichita, Kansas, does hereby consent and agree on
behalf of the City of Wichita, Kansas, that the above described
Restrictive Covenants shall be and are hereby terminated.

125, INC.

BY: Marvin Nledens
MARVIN NLEDENS, President

CITY OF WICHITA, KANSAS

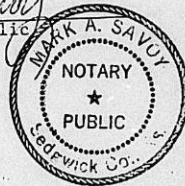
BY: _____
Chief Elected Executive

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 1st day of April, 1981, before me, the undersigned, a notary public in and for the county and state aforesaid, came MARVIN NIEDENS, President of 125, Inc., who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Mark A. Savoy
Notary Public



My Appointment Expires:

5/12/84

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of April, 1981, before me, the undersigned, a notary public in and for the county and state aforesaid, came _____, Chief Elected Executive of the City of Wichita, who is personally known to me to be such executive, and who is personally known to me to be the same person who executed, as such executive, the within instrument of writing on behalf of said city, and such person duly acknowledged the execution of the same to be the act and deed of said city.

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

Notary Public

My Appointment Expires:

COVENANT PROVIDING FOR MAINTENANCE OF
FLOODWAY IN FARMINGTON SQUARE 2ND ADDITION

125, Inc. by Marvin Niedens, President, owner of Block 5, Farmington Square 2nd Addition hereby covenants on behalf of said corporation, its successors and assigns that the ownership of and maintenance responsibilities for the Floodway in said Block 5, shall be tied to Lot 2 in said Block 5. In the event, the owner of Lot 2 fails to properly maintain the Floodway, the City of Wichita or its designee may enter upon the Floodway, perform the required maintenance, and assess the maintenance costs to Lot 2. These maintenance costs may be established and treated as liens on Lot 2 in the same manner as special assessments.

This covenant shall be binding on all present and future owners of Lot 2 and shall not be amended or nullified without the consent of the Board of City Commissioners of the City of Wichita, Kansas.

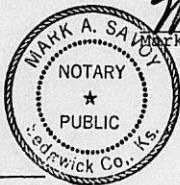
125, Inc.

By: Marvin Niedens
Marvin Niedens
President

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 30th day of March, 1981, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Marvin Niedens, President of 125 Inc., who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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



Mark A. Savoy
Mark A. Savoy (Notary Public

My Appointment Expires:

May 12, 1984

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, 125, Inc. A Corporation, by Marvin L. Niedens, President

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

Reserve C and Reserve D, Farmington Square An Addition to Wichita, Sedgwick County, Kansas.

does hereby dedicate the above described real estate to the public for street purposes.

Executed this 30th day of March 19 81.

Marvin L. Niedens
Marvin L. Niedens, President

STATE OF KANSAS)
SEDGWICK COUNTY)^{SS}

BE IT REMEMBERED, that on this 30th day of March, 1981, came Marvin L. Niedens, President

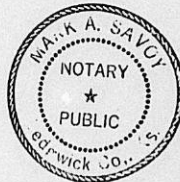
to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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
Mark A. Savoy

My Commission Expires: May 12, 1984



AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that 125, Inc. A Corporation, Marvin L. Niedens, President and Car-Ree Enterprises, Inc., Daniel M. Carney, President does hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Farmington Square 2nd Addition, Wichita, Kansas

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantor has signed these presents this 17th day of March, 19 81.

125, Inc. A Corporation

By: Marvin L. Niedens
Marvin L. Niedens

Car-Ree Enterprises, Inc.

By: Daniel M. Carney
Daniel M. Carney

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid Marvin L. Niedens and Daniel M. Carney

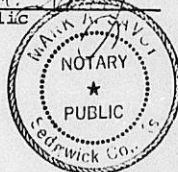
to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated at Wichita, Kansas this 17th day of March, 19 81.

Mark A. Savoy
Notary Public
Mark A. Savoy

(SEAL)

(My Appointment expires May 12, 1984)



RESTRICTIVE COVENANT

RESTRICTIVE COVENANT AFFECTING Farmington Square 2nd ADDITION

THIS DECLARATION made this 17th day of March, 1981 by Marvin L. Niedens and Daniel M. Carney, hereinafter called the Grantor.

WITNESSETH

WHEREAS, Grantor is owner of Farmington Square 2nd Addition to Wichita, Kansas, which property is located near Mid-Continent Airport and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon a resident's enjoyment of property and may, depending upon the degree of accoustical treatment of the dwelling, affect his health and/or well being, and

WHEREAS, the City of Wichita in connection with approval of the plat of said addition considers it to be in the public interest to require any buildings constructed on said addition to be designed and constructed giving proper consideration to noise pollution in the area:

NOW THEREFORE, Grantor, hereby declares that Farmington Square 2nd Addition, shall be and the same is subjected to the following restrictive covenant, to-wit:

Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

EXECUTED the date and year first above written.

125, Inc. A Corporation

By: Marvin L. Niedens
Marvin L. Niedens

Car-Ree Enterprises, Inc.

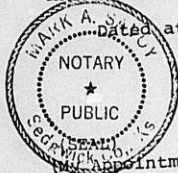
By: Daniel M. Carney
Daniel M. Carney

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid Marvin L. Niedens and Daniel M. Carney

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 17th day of May, 1981 .



Mark A. Savoy
Notary Public
Mark A. Savoy

Appointment expires May 12, 1984

CERTIFICATE OF SIDEWALK

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

I, _____ the undersigned _____, owner of
Farmington Square 2nd Addition, Wichita, Kansas.

do hereby acknowledge that in accordance with the sidewalk ordinance of the City of Wichita, construction of sidewalks is required on the following streets within the addition:

1. the north side of Shade from Ridge to Winterset
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

This is to place on notice all owners of lots and subsequent owners thereof within said addition that as a result of the above cited ordinance, said owners and subsequent owners thereof are responsible for seeing that sidewalks are installed or guaranteed by cash or other acceptable financial means as a precondition of the issuance of a building permit for all development occurring on lots or portions thereof within _____
Farmington Square 2nd Addition.

Signed this 17th day of March, 19 81.

125, Inc. A Corporation

by: Marvin L. Niedens
Marvin L. Niedens

Car-Ree Enterprises, Inc.

Daniel M. Carney
Daniel M. Carney

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

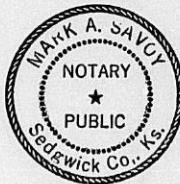
Be it remembered that on this 17th day of March,
19 81, before me, a notary public in and for said County and State,
came Marvin L. Niedens & Daniel M. Carney to me personally known to be
the same person who executed the foregoing instrument of writing and
duly acknowledged the execution of same.

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

Mark A. Savoy
Mark A. Savoy Public

My Commission Expires:

May 12, 1984



CERTIFICATE

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

I, 125, Inc, A Corporation, Marvin L. Niedens, owner of
(give name of proposed plat, if appropriate) Farming Square 2nd
Addition

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

1. Water
2. Paving
3. Sewer
- 4.
- 5.
- 6.
- 7.

As a result of the above-mentioned petitions for
improvements, lots or portions thereof within Farmington Square
2nd Addition may be subject to special
assessments assessed thereto for the cost of constructing the
above-described improvements.

Signed this 17th day of March, 19 81.
125, Inc. A Corporation By: Marvin L. Niedens
Marvin L. Niedens

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

Be it remembered that on this 17th day of March,
19 81, before me, a notary public in and for said County and State,
came Marvin L. Niedens, to me personally
known to be the same person who executed the foregoing instrument
of writing and duly acknowledged the execution of same.

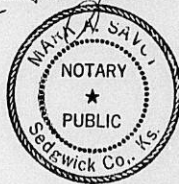
In Testimony Whereof, I have hereunto set my hand and
affixed my notarial seal the day and year above written.

My Commission Expires:
May 12, 1984

T9-207

Mark A. Savoy
Notary Public

Mark A. Savoy



TERMINATION OF RESTRICTIVE COVENANTS

This Termination of Restrictions made and given this 6 day of march, 1980, by SYNTEK INVESTMENTS, INC.

WHEREAS, Restrictive Covenants dated the 6th day of September, 1974, affecting all of the lots and blocks in Farmington Square, an Addition to Wichita, Sedgwick County, Kansas, was filed in the office of the Register of Deeds, Sedgwick County, Kansas, on February 11, 1975, and there recorded on Film 131 at Page 552 as Document No. 2 21114 and,

WHEREAS, Car-Ree Enterprises, Inc., Syntek Investments, Inc., Jerry A. Gaddis and Carolyn S. Gaddis are the owners of all the lots and blocks within Farmington Square, an Addition to Wichita, Sedgwick County, Kansas.

NOW, THEREFORE:

The undersigned does hereby terminate the Restrictive Covenants dated the 6th day of September, 1974, which were filed in the office of the Register of Deeds, Sedgwick County, Kansas, on February 11, 1975, and there recorded on Film 131, at page 552 as Document No. 2 21114.

STATE OF TEXAS
SEDEGWICK COUNTY
FILED FOR RECORD AT
JAN 16 1980

SYNTEK INVESTMENTS, INC.

BY Gene E. Phillips
Gene E. Phillips

STATE OF TEXAS
COUNTY OF Dallas

NO. 231274
BETTE F. MCCANN
REGISTER OF DEEDS

MICROFILMED
OF RECORD

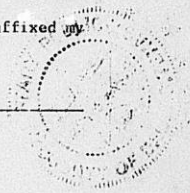
BE IT REMEMBERED, That on this 6 day of march, 1980, before me, the undersigned, a notary public in and for the County and state aforesaid, came Gene E. Phillips, who is the President of Syntek Investments, Inc., to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

My appointment expires:

12-29-81

Sylvia Stultz
Notary Public
Sylvia Stultz



TERMINATION OF RESTRICTIVE COVENANTS

This Termination of Restrictions made and given this 28 day of February, 1980, by JERRY A. GADDIS and CAROLYN S. GADDIS, husband and wife.

WHEREAS, Restrictive Covenants dated the 6th day of September, 1974, affecting all of the lots and blocks in Farmington Square, an Addition to Wichita, Sedgwick County, Kansas, was filed in the office of the Register of Deeds, Sedgwick County, Kansas, on February 11, 1975, and there recorded on Film 131 at Page 552 as Document No. 2 21114 and,

WHEREAS, Car-Ree Enterprises, Inc., Snytek Investments, Inc., Jerry A. Gaddis and Carolyn S. Gaddis are the owners of all the lots and blocks within Farmington Square, an Addition to Wichita, Sedgwick County, Kansas.

NOW THEREFORE:

The undersigned do hereby terminate the Restrictive Covenants dated the 6th day of September, 1974, which were filed in the office of the Register of Deeds, Sedgwick County, Kansas, on February 11, 1975, and there recorded on Film 131 at page 552 as Document No. 2 21114.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
JAN 16 1981

Jerry A. Gaddis

BY
BETTE F. MURPHY
REGISTER OF DEEDS

Carolyn S. Gaddis

STATE OF KANSAS
SEDGWICK COUNTY

SS *Pat Hedges*

MICROFILMED
OF RECORD

BE IT REMEMBERED, THAT on this 28 day of February, 1980, before me, the undersigned, a notary public in and for the County and State aforesaid, came Jerry A. Gaddis and Carolyn S. Gaddis, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

My appointment expires: 12/10/81

Notary Public *Debra K. Townsend*

DEBRA K. TOWNSEND
STATE NOTARY PUBLIC
Sedgwick County, Kansas
My Appt Exp. 12/10/81

MICROFILMED
FROM THE BEST
AVAILABLE COPY

TERMINATION OF RESTRICTIVE COVENANTS

This Termination of Restrictions made and given this 27th day of February, 1980, by CAR-REE ENTERPRISES, INC.

WHEREAS, Restrictive Covenants dated the 6th day of September, 1974, affecting all of the lots and blocks in Farmington Square, an Addition to Wichita, Sedgwick County, Kansas, was filed in the office of the Register of Deeds, Sedgwick County, Kansas, on February 11, 1975, and there recorded on Film 131 at Page 552 as Document No. 2 21114 and,

WHEREAS, Car-Ree Enterprises, Inc., Syntek Investments, Inc., Jerry A. Gaddis and Carolyn S. Gaddis are the owners of all the lots and blocks within Farmington Square, an Addition to Wichita, Sedgwick County, Kansas.

NOW, THEREFORE:

The undersigned does hereby terminate the Restrictive Covenants dated the 6th day of September, 1974, which were filed in the office of the Register of Deeds, Sedgwick County, Kansas, on February 11, 1975, and there recorded on Film 131 at page 552 as Document No. 2 21114.

CAR-REE ENTERPRISES, INC.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
JAN 16 1981

By Daniel M. Carney, President

STATE OF KANSAS
SEDGWICK COUNTY

W. BETTE F. McCAFFREY
REGISTER OF DEEDS

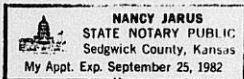
MICROFILMED
FOR RECORD

BE IT REMEMBERED, That on this 27th day of February, 1980, before me, the undersigned, a notary public in and for the County and State aforesaid, came Daniel M. Carney, who is the President of Car-Ree Enterprises, Inc., to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

My appointment expires:

Notary Public



MICROFILMED
FROM THE BEST
AVAILABLE COPY

TERMINATION OF RESTRICTIVE COVENANTS

This Termination of Restrictions made and given this 27th day of February, 1980, by CAR-REE ENTERPRISES, INC.

WHEREAS, Restrictive Covenants dated the 6th day of September, 1974, affecting all of the lots and blocks in Farmington Square, an Addition to Wichita, Sedgwick County, Kansas, was filed in the office of the Register of Deeds, Sedgwick County, Kansas, on February 11, 1975, and there recorded on Film 131 at Page 552 as Document No. 2 21114 and,

WHEREAS, Car-Ree Enterprises, Inc., Syntek Investments, Inc., Jerry A. Gaddis and Carolyn S. Gaddis are the owners of all the lots and blocks within Farmington Square, an Addition to Wichita, Sedgwick County, Kansas.

NOW, THEREFORE:

The undersigned does hereby terminate the Restrictive Covenants dated the 6th day of September, 1974, which were filed in the office of the Register of Deeds, Sedgwick County, Kansas, on February 11, 1975, and there recorded on Film 131 at page 552 as Document No. 2 21114.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
JAN 16 1981
5 2324M

CAR-REE ENTERPRISES, INC.

By Daniel M. Carney, President

NO. BETTE F. McCART
REGISTER OF DEEDS

MICROFILMED
OF RECORD

STATE OF KANSAS
SEDGWICK COUNTY

SS

BE IT REMEMBERED, that on this 27th day of February, 1980, before me, the undersigned, a notary public in and for the County and State aforesaid, came Daniel M. Carney, who is the President of Car-Ree Enterprises, Inc., to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

My appointment expires:

Notary Public

NANAL JARUS
STATE NOTARY PUBLIC
Sedgwick County, Kansas
My Appt. Exp. September 25, 1982

MICROFILMED
FROM THE BEST
AVAILABLE COPY

2022

30000

Handwritten signature

December 29, 1980

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

Re: S/D 80-94 - Final plat of Farmington Square 2nd Addition

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on Monday, December 29, 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 December 23, 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:

- 3-26
3-26
1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
 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 plattor.
 3. Certification that all taxes due and payable for 1980 and prior years have been paid.

Please call if you have any questions.

Very truly yours,

Louise Olivarez
Senior Planner

LO:bh

cc: Marvin Niedens, 125 S. West St., 67213
Dan Carney, 6572 E. Central, 67206

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

Re: S/D 80-94 - Final plat of Farmington Square 2nd Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on December 22, 1980, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. ✓ Thirty-five foot building setbacks from Central and from Winterset on Lot 1, Block 5 shall be added to the final plat tracing.
- B. ✓ The final plat tracing shall indicate that building setbacks for Blocks 1, 2 and 3 are per the Associated Community Unit Plan.
- OK
3-30
C. The applicant shall submit a covenant which specifies the ownership and maintenance responsibilities of the floodway.
to be owned & maintained by Lot 2 Block 5
- 3-26
D. The applicant shall submit an avigational easement covering this entire property and a restrictive covenant acknowledging aircraft noise and assuring that adequate construction methods will be used to minimize noise pollution within habitable structures built on this site.
- ✓
3-30
E. In order to eliminate the reserves which were platted within Shade Street right-of-way on the original Farmington Square plat, it will be necessary for the owners of these reserves to dedicate them to the public for street purposes. These dedications shall be submitted to the Planning Department so that they can be scheduled for acceptance by the City Commission when this plat is approved.
- OK
4-6-81
F. Since restrictive covenants were filed of record with the plat of the first Farmington Square Addition which provided for the ownership and maintenance of all reserves and floodways within that addition, the owners of this portion of Farmington Square now being replatted shall take the necessary legal steps to nullify the original covenants.
- 1 plat
G. The applicant shall guarantee the paving of Summit Lawn/
Brunswick Park Circle, and the three Shade Courts.
changed to Caroline

Baughman Co., P.A.
Page 2
December 23, 1980

- ✓ H. The applicant shall guarantee installation of a sidewalk on the northerly side of Shade from Ridge to Winterset. Since Shade is already paved, the guarantee shall be in the form of a recordable certificate which states that the sidewalk shall be constructed during development of the lots. For development not requiring an occupancy permit (single family homes and duplexes) a 6-month fiscal guarantee will be required by Central Inspection before issuance of a building permit.
- 3-26 ✓ I. The applicant shall guarantee the extension of sanitary sewer to serve all lots not already ~~platted~~. *served*.
- petition* ✓ J. The applicant shall guarantee the extension of City water to serve all lots not already served.
- ✓ K. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- ✓ L. On the final plat tracing, Brunswick Street shall be renamed 3rd or Caroline.
- M. Prior to submitting a final plat tracing the applicant shall meet with City Engineering regarding needed additional utility easements.
- N. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, January 8, 1981, at 1:30 p.m. If you should have any questions concerning this matter, please call.

MONDAY, DECEMBER 29, 1980

Sincerely,

Forrest L. Magley
Junior Planner
FLN:bb

cc: Marvin Niedens, 125 S. West St., 67213
Dan Carney, 6572 E. Central, 67206
Mike Lindebak, City Engineering

So ADVISED KORBEL

12/23/80

FLN

Final plat
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 80-94 Name Farmington Square 2nd Addition
Date Application Rec'd. 11-14-80 Preliminary Approval 11-24-80
Scheduled S/D Meeting 12-22-80

DESCRIPTION

General Location East side of Ridge, approximately 1/3 mile south of Central

Owner Marvin Niedens and Dan Carney
Surveyor/Engineer Baughman Company
Address 330 Laura - Wichita, Ks. 67211 Phone 262-7271

- | | | | |
|--------------------------------|---|---|----------|
| 1. Gross Acreage of Plat | <u>32.1</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>64</u> R/W <u>1970</u> ft. | |
| Residential | <u>69 86</u> | b. <u> </u> R/W <u> </u> ft. | |
| Commercial | <u> </u> | c. <u> </u> R/W <u> </u> ft. | |
| Industrial | <u> </u> | d. <u> </u> R/W <u> </u> ft. | |
| Other | <u> </u> | e. <u> </u> R/W <u> </u> ft. | |
| Total Number of Lots | <u>69 86</u> | TOTAL <u> </u> <u>1970</u> ft. | |
| 3. Minimum Lot Frontage | <u>*60-50 ft.</u> | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>6500 sq. ft.</u> | streets? <u> </u> yes <u> </u> no | |
| 5. Existing Zoning | <u>A with CUP (DP-59)</u> | | |
| 6. Proposed Zoning | <u>Same A & LC with CUP</u> | | |
| 9. Public Water Supply | <u>Yes (Yes-No)</u> , Name <u>City of Wichita</u> | | |
| 10. Public Sanitary Sewers | <u>Yes (Yes-No)</u> , Name <u>City of Wichita</u> | | |
| 11. Health Department Approval | (where applicable) <u> </u> | | (Yes-No) |
| 12. City of Wichita | <u>X</u> : Three-Mile Area <u> </u> | | |

STAFF COMMENTS:

Note: The floodway and the lot at the southeast corner of Central and Winterset have been added to this final plat. Lot 1, Block 5 has been approved for LC zoning subject to replatting.

- A. Thirty-five foot building setbacks from Central and from Winterset on Lot 1, Block 5 shall be added to the final plat tracing.
- B. At the preliminary plat hearing, the applicant's surveyor was directed to show the building setbacks (as approved on the CUP) on the final plat. In some cases these setbacks are greater than would be required by the zoning ordinance (E.g., the CUP showed 25-foot setbacks from Ridge on Lots 1-8, Block 2, and 25-foot setbacks from Shade on the lots which side into Shade on the north). The surveyor has requested permission to indicate the setbacks for Blocks 1, 2 and 3 by a note which references the CUP. The intention is to ask for an adjustment to the CUP to reduce these setbacks. The applicant or his surveyor shall be prepared to discuss this matter with the Subdivision Committee.
- C. The applicant shall submit a covenant which specifies the ownership and maintenance responsibilities of the floodway.
- D. The applicant shall submit an avigational easement covering this entire property and a restrictive covenant acknowledging aircraft noise and assuring that adequate construction methods will be used to minimize noise pollution within habitable structures built on this site.
- E. In order to eliminate the reserves which were platted within Shade Street right-of-way on the original Farmington Square plat, it will be necessary for the owners of these reserves to dedicate them to the public for street purposes. These dedications shall be submitted to the Planning Department so that they can be scheduled for acceptance by the City Commission when this plat is approved.

(Over)

- F. Since restrictive covenants were filed of record with the plat of the first Farmington Square Addition which provided for the ownership and maintenance of all reserves and floodways within that addition, the owners of this portion of Farmington Square now being replatted shall take the necessary legal steps to nullify the original covenants.
- G. The applicant shall guarantee the paving of Summitlawn/ Brunswick, Park Circle, and the three Shade Courts.
- H. The applicant shall guarantee installation of a sidewalk on the northerly side of Shade from Ridge to Winterset. Since Shade is already paved, the guarantee shall be in the form of a recordable certificate which states that the sidewalk shall be constructed during development of the lots. For development not requiring an occupancy permit (single family homes and duplexes) a 6-month fiscal guarantee will be required by Central Inspection before issuance of a building permit.
- I. The applicant shall guarantee the extension of sanitary sewer to serve all lots not already platted.
- J. The applicant shall guarantee the extension of City water to serve all lots not already served.
- K. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- L. Recording of the plat within 30 days after approval by the Board of City Commissioners.

November 25, 1980

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

Re: Preliminary plat of Farmington Square 2nd Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, November 24, 1980, the above captioned plat was considered. The action of the Committee was to approve the preliminary plat and authorize preparation of the final plat, subject to the following:

- A. The final plat shall include the floodway that is to be maintained by Block 5 as part of the replat.
- B. The applicant shall submit a covenant which provides for Block 5 to own and maintain the floodway. The covenant shall be submitted to the Planning Department for review and recording.
- C. The applicant shall submit an avigational easement covering this entire property and a restrictive covenant assuring that adequate construction methods will be used to minimize noise pollution within habitable structures built on this site.
- D. Since Shade just east of Ridge is already paved to the usual residential street width, the excess right-of-way width dedicated on the original plat may be vacated by this replat. The south line of the existing right-of-way shall, however, remain the same.
- E. Since restrictive covenants were filed of record with the plat of the first Farmington Square Addition which provided for the ownership and maintenance of all reserves and floodways within that addition, the owners of this portion of Farmington Square now being replatted shall take the necessary legal steps to nullify the original covenants. The original Reserves C and D, which were designated as landscape islands within Shade street right-of-way, should be vacated by this replat. Reserve A is being replatted into Block 1.

Baughman Company
November 25, 1980
Page 2

- F. The applicant shall guarantee the paving of Summitlawn/Brunswick and the four cul-de-sac streets.
- G. The applicant shall guarantee a sidewalk on the northerly side of Shade from Ridge to Winterset.
- H. The Shade Court which aligns with Par Street shall be re-named Par Circle.
- I. The applicant shall guarantee the extension of sanitary sewer and water to serve all lots not already served.
- J. The building setbacks approved on the C.U.P. shall be shown on the final plat.
- K. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- L. The final plat shall indicate a 20-foot drainage easement between Lots 11 and 12, Block 2.
- M. The final plat shall indicate a 10-foot utility easement between Lots 10 and 11, Block 3, as requested by Cablevision.
- N. The final plat shall indicate the utility easements requested by K.G. and E. and which are "marked" on the engineer's copy of this preliminary plat.
- O. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

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

Sincerely,

Forrest L. Nagley
Junior Planner

FLN:bh

cc: Marvin Niedens, 125 S. West St., 67213
Dan Carney, 6572 E. Central, 67206
Mike Lindabak, City Engineering


20

THE CITY OF WICHITA

OFFICE OF DEPARTMENT OF ENGINEERING **DATE** November 18, 1980

TO Jack Galbraith, Chief Planner
FROM Chris J. Breitenstein, Acting Drainage & Flood Control Engineer
SUBJECT Drainage Plan -
Farmington Square 2nd Addition

The above referenced drainage plan is approved.


Chris J. Breitenstein
Acting Drainage & Flood
Control Engineer

CJB:md

cc: Louise Olivarez
Baughman Company

RECEIVED

NOV 18 1980

METROPOLITAN PLANNING
ROUTE



BAUGHMAN COMPANY, P.A.

S U R V E Y O R S

316/262-7271 • 330 LAURA • WICHITA, KANSAS 67211

**CONFIRMATION
MEMO**

PROJECT Farmington Square 2nd Add.

DATE Nov. 19, 1980

JOB NO. _____

COPIES TO

TO Chris Brittenstein

Louise Olivarez ✓

Mike Lindbak

FROM John Lundblade

REFERENCE Drainage Plan

Attached is the lot grading plan
for the above referenced project.

Plat submitted to planning Nov. 19, 1980

To be heard by Subdivision Committee Nov. 24

Preliminary
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO 80-94 Name Farmington Square 2nd Addition
Date Application Rec'd. 11-14-80 Preliminary Approval _____
Scheduled S/D Meeting 11-24-80

DESCRIPTION

General Location East side of Ridge, approximately 1/3 mile south of Central

Owner Marvin Niedens and Dan Carney
Surveyor/Engineer Baughman Company
Address 330 Laura Phone 262-7271

- | | | | |
|--------------------------------|---|----------------------------------|----------|
| 1. Gross Acreage of Plat | <u>32.1</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>64</u> R/W <u>1970</u> ft. | |
| Residential | <u>69</u> | b. _____ R/W _____ ft. | |
| Commercial | _____ | c. _____ R/W _____ ft. | |
| Industrial | _____ | d. _____ R/W _____ ft. | |
| Other | _____ | e. _____ R/W _____ ft. | |
| Total Number of Lots | <u>69</u> | TOTAL <u>1970</u> ft. | |
| 3. Minimum Lot Frontage | <u>*60</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>6500 sq. ft.</u> | streets? <u>yes</u> <u>no</u> | |
| 5. Existing Zoning | <u>a with CUP (DP-59)</u> | | |
| 6. Proposed Zoning | <u>Same</u> | | |
| 9. Public Water Supply | <u>Yes (Yes-No)</u> , Name <u>City of Wichita</u> | | |
| 10. Public Sanitary Sewers | <u>Yes (Yes-No)</u> , Name <u>City of Wichita</u> | | |
| 11. Health Department Approval | (where applicable) _____ | | (Yes-No) |
| 12. City of Wichita | <u>X</u> : Three-Mile Area _____ | | |

STAFF COMMENTS:

Note: This property is part of an amended C.U.P. which has been approved by the Planning Commission for duplexes (Blocks 1, 2, and 3), and four-plexes, apartments or townhouses (Blocks 4 and 5).

- A. The associated C.U.P. has been approved by MAPC subject to replatting and subject to submission of a covenant which provides for Block 5 to own and maintain the floodway. The final plat shall include this floodway as part of the replat. The covenant shall be submitted to the Planning Department for review and recording.
- B. The applicant shall submit an avigational easement covering this entire property and a restrictive covenant assuring that adequate construction methods will be used to minimize noise pollution within habitable structures built on this site.
- C. City Engineering shall be prepared to comment on the proposed drainage plan.
- D. Since Shade just east of Ridge is already paved to the usual residential street width, the excess right-of-way width dedicated on the original plat may be vacated by this replat.
- E. Since restrictive covenants were filed of record with the plat of the first Farmington Square Addition which provided for the ownership and maintenance of all reserves and floodways within that addition, the owners of this portion of Farmington Square now being replatted shall take the necessary legal steps to nullify the original covenants. The original Reserves C and D, which were designated as landscape islands within Shade street right-of-way, should be vacated by this replat. Reserve A is being replatted into Block 1.
- F. The applicant shall guarantee the paving of Summitlawn/Brunswick and the four Shade Courts.

(Over)

- G. Based on the sidewalk ordinance, sidewalks would be required adjacent to all multi-family lots (Lot 1, Block 3; all lots in Block 4; all lots in Block 5). Since this would create a disconnected sidewalk system, it is recommended that sidewalks be required on the northerly side of Shade only from Ridge to Winterset. This represents a significant reduction of required sidewalk.
- H. The applicant shall guarantee the extension of sanitary sewer and water to serve all lots not already served.
- I. The building setbacks approved on the C.U.P. shall be shown on the final plat.
- J. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- K. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Map No.: 5047 D
Section: 22
Twp.: 27
Range: 1W

S/D No. 80-94

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Farmington Square 2nd Addition
approx. 1/3 mile south of Central
General Location: East side Ridge between Maple and Central

Name of Property Owner: Marvin Niedens and Dan Carney Niedens 945-9308
Address: 125 S. West & 6572 E. Central Zip Code: _____ Phone: Carney 686-7314
Name of Subdivider: _____ Zip Code: _____ Phone: _____
Address: _____
Name of Engineer/Surveyor: Baughman Company, P.A.,
Address: 330 Laura, Wichita, KS. Zip Code: 62711 Phone: 262-7271
Date of Application: October 31, 1980
Nov. 14

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 32.1 Acres
2. Number of Lots:
 - Residential 69
 - Commercial _____
 - Industrial _____
 - Other _____
3. Minimum Lot Frontage *60 ft.
4. Minimum Lot Area 6500 Sq. Ft.
5. Existing Zoning A with cov (DP-59)
6. Proposed Zoning same
7. Lineal Feet of New Streets:
 - a. 64 R/W 1970 ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 1970 ft.
8. Are Sidewalks existing?
Yes _____ No X
9. Is a public water supply available? X Yes _____ No, Name _____
10. Is a sanitary sewer available? X Yes _____ No, Name _____
11. Has Health Department approval been obtained (where applicable) _____ Yes _____ No _____
12. City of Wichita X Three Mile Area _____ Outside of Wichita _____

*At building setback

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: Marvin Niedens

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

Received by L.O.
Date 11-14-80
Fee Submitted 545.00

FORM 29-001

PAYMENT NOTICE
City of Wichita

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

DESCRIPTION	AMOUNT
500	

NAME

ADDRESS

FUND

DUE DATE

COMMENTS

DATE

BY