

PLAT NO. S/D 81-74 MAP NO. 5949A

NAME CHELSEA SQUARE

LOCATION: West side of Broadmoor, in an area south of 21st

ENGINEER Van Doren-Hazard-Stallings

OWNER Landmark Communities, et al

APPLICATION FILED 6-26-81

SKETCH PLAT FILED _____

PRELIMINARY FILED _____

S/D ACTION _____

FINAL FILED 6-26-81

S/D ACTION 7-9-81 approve

MAPC ACTION 7-16-81 approve

BCC ACTION 7-28-81 Approved

RECORDED 8/7/81

REMARKS DP-62

S/D 81-74 - CHELSEA SQUARE - West
side of Broadmoor, in an area
south of 21st. Van Doreh-Hazard-
Stallings.

THE CITY OF WICHITA

OFFICE OF CITY MANAGER

DATE September 2, 1981

RECEIVED

SEP 3 1981

TO Robert Feldner, Superintendent of Central Inspection

METROPOLITAN PLANNING

FROM Robert G. Finch, Deputy City Manager

ROUTE

SUBJECT Building Permit for Chelsea Square Addition

Based on the submission of the attached letters from all utilities, public and private, that the three-foot overhead encroachment on the 30-foot easement for the captioned plat does not raise an objection, you are requested to proceed with issuance of a building permit.

The permit should be subject to the applicant proceeding with the vacation proceedings for the three-foot portion of the easement to permanently authorize the change for the record.



Robert G. Finch
Deputy City Manager

RGF/tpd
Attachment

cc: Elton Parsons, Landmark Communities, Inc., 2471 Hathway, 67226
Jack Galbraith, Chief Planner (w/a)



Office of the City Manager	
<input type="checkbox"/> EHD	<input type="checkbox"/> SH
<input type="checkbox"/> RGF	<input type="checkbox"/> DF
<input checked="" type="checkbox"/> RT	<input type="checkbox"/> MEC
SEP 1 1981	
<input type="checkbox"/> Copies To	_____
<input type="checkbox"/> Send To	_____
<input type="checkbox"/> File	_____

September 1, 1981

Mr. E.H. Denton
City Manager
City of Wichita
455 North Main St.
Wichita, Kansas 67202

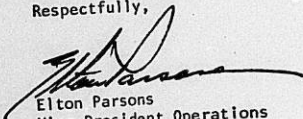
Dear Mr. Denton:

It is respectfully requested that an item be considered by the City Commission on September 1, 1981 off the published agenda.

The final plat for Chelsea Square Addition to Wichita indicates 30' public utility easements. Those easements are not necessary at that width and proposed buildings are projected to overhang the easement by a maximum of 3 feet.

All utilities including the City of Wichita, Water Department, K G & E, Gas Service Co. and S.W. Bell Telephone Co. have expressed no opposition to the overhang. The utilities are preparing written approvals for the overhang and it is requested that the City Commission give their approval. Since all written approvals are not yet in hand but imminent, it is requested that the City Commission approval be subject to receipt of the letters.

Respectfully,


Elton Parsons
Vice President Operations

EP/ag

cc: Robert R. Fox
President - Landmark Communities

Landmark Communities, Inc.
2471 Hathway / Wichita, Kansas 67226 / (316) 686 7451

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE August 31, 1981

TO Robert Feldner, Superintendent of Central Inspection
FROM Bill H. Otten, Chief Engineer-Water Engineering

SUBJECT Building Overhang in
Chelsea Square Addition

The Water Department has no objections to the proposed buildings overhanging the platted 30 foot utility easements by a distance of three feet (3') in Phase 1 of the Chelsea Square Addition.



Bill H. Otten
Chief Engineer
Water Engineering

BHO/b

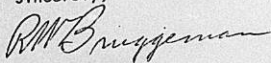
September 1, 1981

Mr. Bob Feldner
Superintendent of Central Inspection
City of Wichita
455 North Main
Wichita, Kansas 67202

Dear Mr. Feldner:

This is to advise you that the Engineering Department, City of Wichita, has no objection to a building overhang of a maximum of three feet into the platted 30 foot public utility easements in Chelsea Square Addition First Phase.

Sincerely,



R.W. Bruggeman
Director of Engineering
City of Wichita

RWB:cf



KANSAS GAS AND ELECTRIC COMPANY

August 31, 1981

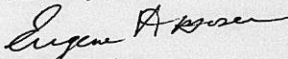
City of Wichita
Department of Central Inspection
455 North Main
Wichita, Kansas 67202

To Whom It May Concern:

K&E The Electric Company has no objection to balcony overhang of the 30 foot platted utility easements in Chelsea Square Addition to Wichita, Sedgwick County, Kansas, described as follows:

One 30 foot utility easement running north and south parallel to and 75 feet west of east line of said addition and one 30 foot utility easement running east and west parallel to and 190 feet north of south line of said addition, beginning 75 feet west and 190 feet north of southeast corner of said addition, thence west 120 feet.

Sincerely yours,


Eugene V. Moser
Senior Estimator

EVM:pw



Southwestern Bell

Engineering Operations
626 N. Broadway
Wichita, Kansas 67214
September 1, 1981

Mr. Bob Feldner
Central Inspection
455 N. Main
Wichita, Kansas 67202

Dear Mr. Feldner:

Mr. Parson of Landmark Development requested on 8-31-81;
permission to build approximately 3' onto the 30' easement in
the Chelsea Square Addition.

Southwestern Bell Telephone will grant Landmark Development
permission to build on 30' easement.

Sincerely,

Rick Jones 9-1-81

Rick E. Jones
Ntwk. Svcs. Supv.-Distr.
Svcs. Engr.-Design
Wichita East



ADDRESS REPLY TO
WICHITA, KANSAS DIVISION
127 NORTH MARKET
P.O. BOX 2161
WICHITA, KANSAS 67201

Sept. 1, 1981

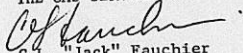
City of Wichita
Central Inspection Dept.
City Hall
455 N. Main
Wichita, Ks. 67202

To Whom It May Concern:

This is to advise that THE GAS SERVICE COMPANY does not have any objection to balconies extending over the easements, shown in red on the attached drawing, in Chelsea Square Addition.

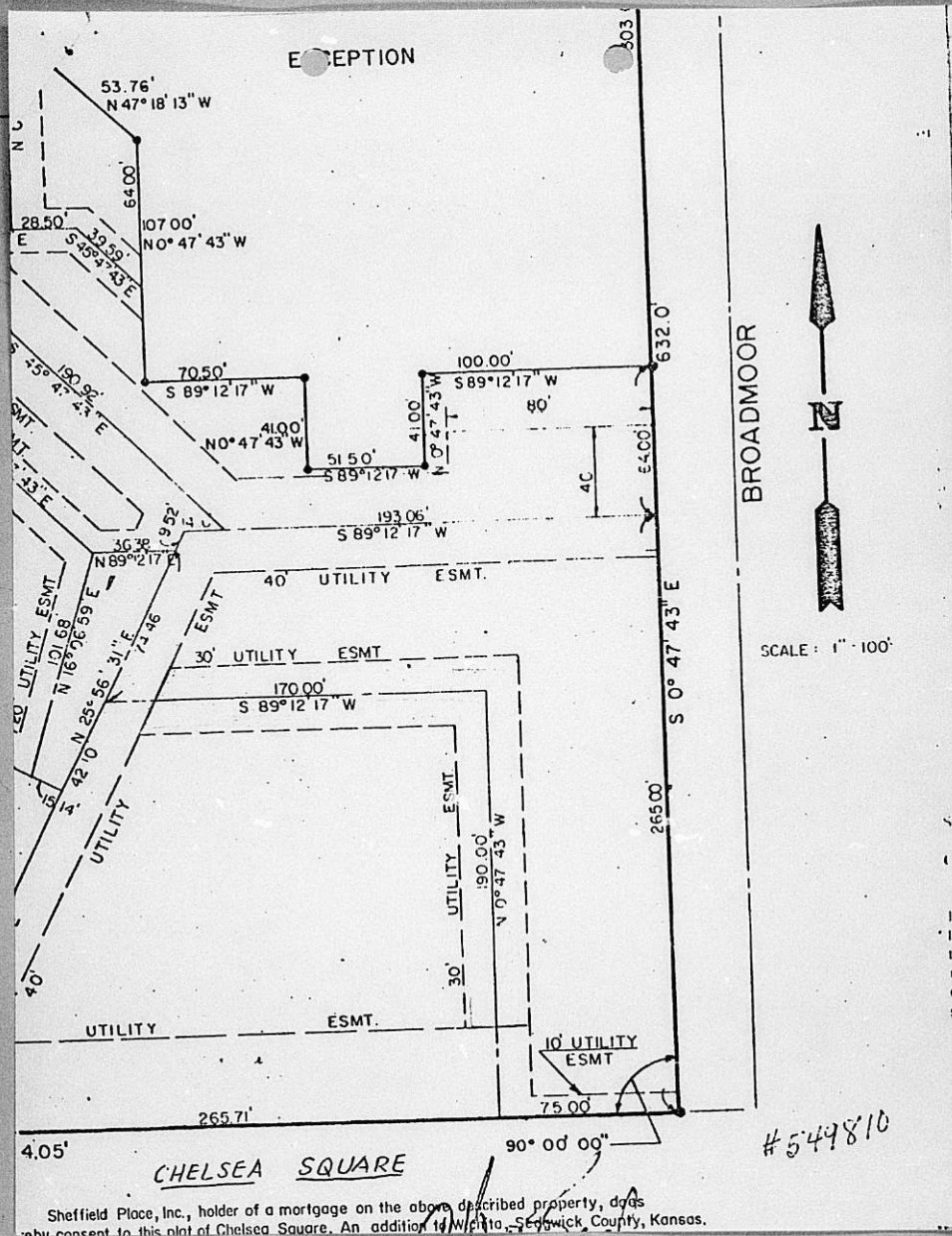
We have no lines proposed for installation in these easements.

Very truly yours,
THE GAS SERVICE CO.


C.L. "Jack" Fauchier
Division Superintendent

Encl.
E. Wendt/cr

Distributor of Natural Gas in the Heart of the Nation.



53.76'
N 47° 18' 13" W

28.50'
E
39.59'
S 43° 47' 30" E
107.00'
N 0° 47' 43" W

70.50'
S 89° 12' 17" W
41.00'
N 0° 47' 43" W
51.50'
S 89° 12' 17" W

100.00'
S 89° 12' 17" W
80'
41.00'
N 0° 47' 43" W

193.06'
S 89° 12' 17" W

40' UTILITY ESMT.
190.96'
N 16° 56' 59" E
190.68'
N 16° 56' 59" E
74.46'
N 25° 56' 31" E

40' UTILITY ESMT.

30' UTILITY ESMT.

170.00'
S 89° 12' 17" W

40' UTILITY ESMT.

30' UTILITY ESMT.

UTILITY ESMT.

10' UTILITY ESMT.

4.05'

265.71'

90° 00' 00"

632.0'

S 0° 47' 43" E

265.00'

75.00'



SCALE: 1" = 100'



250 Rockborough Building
260 North Rock Road
Wichita, Kansas 67206
316/686-7303

August 28, 1981

Mr. Robert A. Lakin
Director of Planning
455 North Main
Wichita, Kansas 67202

Re: Chelsea Square

Dear Mr. Lakin:

Throughout the plat of Chelsea Square 30 foot easements were granted so that water lines could be constructed adjacent to rather than under pavement. However, the units planned have a cantilevered second floor and balcony that extends beyond the first floor far enough so that it encroaches on the 30 foot easement.

Phase I of this addition has only sanitary sewer lines constructed in the platted easements and they are down the center. We would therefore request permission to change the face of the plat to the standard 20 foot easement in the location affected. This would be easier and safer than separate vacations of excessive easements.

If you would like an off agenda item on the subdivision level to discuss this on September 3 we would welcome this also.

Your assistance in this matter is appreciated.

Very truly yours,
VAN DOREN-HAZARD-STALLINGS

By: *Kenneth H. Bengtson*
Kenneth H. Bengtson
Partner

*I told him no as to adjustments
& negotiating. Either negotiat or vacate.
Suggested Bldg permit could be by special
Use form submitted in per zoning and.
Person said this on 9-1 w/BCC. Will follow
up w/ vacation case.*

ASL

ASL
ASL
ASL . File
ASL

CHICAGO TITLE INSURANCE COMPANY

REVISED COPY
COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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

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

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

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

CHICAGO TITLE INSURANCE COMPANY

Alvin W. Long
President.

ATTEST:

Chester C. McCullough
Secretary.

Robert H. Lewis
Authorized Signatory



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 Exclusion from Coverage 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 thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Copyright, 1966 - American Land Title Association

SEARCHED COPY

SCHEDULE A

Number	Effective Date
300368-B	August 3, 1981, at 7:00 A.M.

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

Proposed Insured:

Metropolitan Area Planning Department

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

Proposed Insured:

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

Sheffield Company, a Joint Venture

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

All of Sheffield Place Addition, an Addition to Wichita, Sedgwick County, Kansas, EXCEPT a tract described as:

Beginning at the northeast corner of Sheffield Place Addition; thence southerly along the east line of said addition bearing South 0°47'43" East, 303.00 feet; thence South 89°12'17" West, 100.00 feet; thence South 0°47'43" East, 41.00 feet; thence South 89°12'17" West, 51.5 feet; thence North 0°47'43" West, 41.00 feet; thence South 89°12'17" West, 70.5 feet; thence North 0°47'43" West, 107.00 feet; thence North 47°18'13" West, 53.76 feet; thence North 2°38'19" East, 50.09 feet; thence South 86°28'45" East, 53.15 feet; thence North 0°43'33" East, 113.04 feet to the north line of Sheffield Place Addition; thence easterly along said north line bearing North 89°12'17" East, 202.00 feet to the point of beginning.

SCHEDULE B

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the deeds and/or mortgages, the form and execution of which is satisfactory to the Company, the policy or policies will be issued containing exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
1980 Taxes paid in full.
9. Easements, building setback lines and access controls as established by the recorded plat of Sheffield Place Addition.
10. Mortgage dated July 17, 1981, executed by Sheffield Company, a Joint Venture, to Sheffield Place, Inc., filed July 17, 1981, on Film 487, Page 119.
11. We have in our file a copy of the Joint Venture Agreement of Sheffield Company dated May 23, 1981. The joint venturers are Landmark Communities, Inc., a Kansas corporation, and Center City Development Company, a Kansas corporation.
12. It is noted for informational purposes only and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Certificates, Resolutions, Amended Resolutions and Ordinances.

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 81-74 Name Chelsea Square
Application & Sketch Filed: 6-26-81
Preliminary Plat Filed: N.A. Approved by S/D: N.A.
Final Plat Filed: 6-26-81 Approved by S/D: 7-9-81
Approved by Metropolitan Area Planning Commission: 7-16-81

DESCRIPTION

General Location: west side of Broadmoor in an area south of 21st Street

Surveyor or Engineer: Van Doren-Hazard-Stallings
Owner: Landmark Communities, et. al.
Address: 2471 Hathway Circle, Wichita, Ks. 67226

- | | |
|--|-------------------------------|
| 1. Gross Acreage of Plat <u>14.1</u> | 6. Access Control |
| 2. Number of Lots | St. _____ No. Openings _____ |
| Residential <u>1</u> | St. _____ No. Openings _____ |
| Commercial _____ | St. _____ No. Openings _____ |
| Industrial _____ | 7. Req'd Improvements |
| Other _____ | St. Paving _____ Water _____ |
| Total Number of Lots: <u>1</u> | Sidewalk _____ Drainage _____ |
| 3. Minimum Lot Area: <u>14.1 acres</u> | Sewer _____ Other _____ |
| 4. Existing Zoning: <u>AA with CUP</u> | |
| 5. Special Problems Discussed: _____ | |

This one-lot plat represents a replat of Sheffield Place Addition which was composed of 82 condominium lots (approximately 2,000 square feet each) and some common open space reserves. The developer's intent now is to sell only the condominium units without selling the land around the units. Sewer and water exist to serve the site and Broadmoor is paved. A certificate acknowledging the requirement for sidewalk construction on the west side of Broadmoor has been submitted.

PLANNING COMMISSION RECOMMENDATION: Approve the plat subject to recording within 30 days after approval by the Board of City Commissioners.

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

ACTION: Accept the certificate of sidewalk and instruct the City Clerk to file it 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.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT - 1966

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

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

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

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

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

CHICAGO TITLE INSURANCE COMPANY

Alvin W. Long
President.

ATTEST:

Chester C. McLaughlin
Secretary.

John D. Ryan
Authorized Signatory



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 Exclusion from Coverage 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 thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Copyright, 1966 - American Land Title Association

SCHEDULE A

Number	Effective Date	
300738	July 8, 1981 @ 7:00 A.M.	
1. Owners Policy to be issued:	ALTA Form B - 1970 (Amended 10-17-70)	Amount: \$265,000.00
Proposed Insured:		
Sheffield Company, a joint venture		
Loan Policy to be issued:	ALTA Form 1970 (Amended 10-17-70)	Amount:
Proposed Insured:		

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

Sheffield Place, Inc.

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

All of Sheffield Place Addition, an Addition to Wichita, Sedgwick County, Kansas, EXCEPT a tract described as:

Beginning at the Northeast Corner of said Addition; thence South along the East line of said Addition, 298 feet; thence West parallel with the North line of said Addition, 100.6 feet; thence South parallel with the East line of said Addition, 40.5 feet; thence West parallel with the North line of said Addition, 50.4 feet; thence North parallel with the East line of said Addition, 40.5 feet; thence West parallel with the North line of said Addition, 70 feet; thence North parallel with the East line of said Addition, 106.4 feet; thence Northwesterly 51.05 feet to a point 259.8 feet West of the East line and 158.4 feet South of the North line of said Addition; thence North 48.5 feet to a point 257 feet West of the East line of said Addition; thence East 52.9 feet to a point 113.9 feet South of the North line of said Addition; thence North 113.9 feet to a point on the North line of said Addition, said point being 201.1 feet West of beginning; thence East 201.1 feet to beginning.

*All endorsement attached
dated 7-16-81*

SCHEDULE B

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the deeds and/or mortgages, the form and execution of which is satisfactory to the Company, the policy or policies will be issued containing exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs): See EXHIBIT "A" attached
9. Easements, building setback lines and access controls as established by the recorded plat of Sheffield Place Addition.
- 2 10. Easement to Kansas Gas and Electric Company over a portion of subject property as evidenced by Affidavit filed on Film 395, Page 1272.
Ask Benshaw to provide copy of this instrument 7/23/81
11. It is noted for informational purposes only, and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Certificates, Resolutions, Amended Resolutions and Ordinances.
12. Legal effects and consequences of the following grant on the recorded plat of Sheffield Place Addition: Reserves are platted for the use of sidewalks, fire lanes, utility construction and maintenance, parking, open space, private drives and recreation. Said reserves are not dedicated to the public, but are dedicated to the common use and enjoyment of the homeowners in Sheffield Place Addition.

NOTE: This exception will not appear in commitment and/or policy to be issued pursuant hereto provided that the "Reserves" contained in said plat are vacated by a subsequent, properly executed, approved and recorded replat.

Policy Number

SCHEDULE "A"

Policy Number

Loan

KEY NO.	LOT	BLOCK	ADDITION	1979 TAX	1980 TAX
			Sheffield Place Addition		
C-39608	5	1	" " "	23.95 + NP	216.25 + NP
C-39609	6	"	" " "	17.70 + NP	174.10 + NP
C-39610	7	"	" " "	17.70 + NP	174.10 + NP
C-39611	8	"	" " "	17.70 + NP	174.10 + NP
C-39612	9	"	" " "	17.70 + NP	174.10 + NP
C-39613	10	"	" " "	17.70 + NP	174.10 + NP
C-39614	11	"	" " "	23.95 + NP	216.25 + NP
C-39615	12	"	" " "	23.95 + NP	95.50 + NP
C-39616	13	"	" " "	17.70 + NP	86.29 + NP
C-39617	14	"	" " "	17.70 + NP	86.29 + NP
C-39618	15	"	" " "	17.70 + NP	86.29 + NP
C-39619	16	"	" " "	23.95 + NP	95.50 + NP
C-39620	17	"	" " "	492.88 + NP	2182.48 + NP
C-39621	18	"	" " "	22.91 + NP	93.97 + NP
C-39622	19	"	" " "	17.70 + NP	86.29 + NP
C-39623	20	"	" " "	17.70 + NP	86.29 + NP
C-39624	21	"	" " "	22.91 + NP	93.97 + NP
C-39625	22	"	" " "	22.91 + NP	93.97 + NP
C-39626	23	"	" " "	17.70 + NP	86.29 + NP
C-39627	24	"	" " "	17.70 + NP	86.29 + NP
C-39628	25	"	" " "	22.91 + NP	93.97 + NP
C-39629	26	"	" " "	22.91 + NP	33.30 + NP
C-39630	27	"	" " "	17.70 + NP	25.62 + NP
C-39631	28	"	" " "	17.28 + NP	25.00 + NP
C-39632	29	"	" " "	22.91 + NP	33.30 + NP
C-39633	30	"	" " "	22.91 + NP	33.30 + NP
C-39634	31	"	" " "	17.70 + NP	25.62 + NP
C-39635	32	"	" " "	17.70 + NP	25.62 + NP
C-39636	33	"	" " "	17.70 + NP	25.62 + NP
C-39637	34	"	" " "	17.70 + NP	25.62 + NP
C-39638	35	"	" " "	22.98 + NP	33.37 + NP
C-39639	36	"	" " "	17.70 + NP	25.62 + NP
C-39640	37	"	" " "	22.91 + NP	33.30 + NP
C-39641	38	"	" " "	23.95 + NP	34.83 + NP
C-39642	39	"	" " "	17.70 + NP	25.62 + NP
C-39643	40	"	" " "	17.70 + NP	25.62 + NP
C-39644	41	"	" " "	17.70 + NP	25.62 + NP
C-39645	42	"	" " "	17.70 + NP	25.62 + NP
C-39646	43	"	" " "	23.95 + NP	158.78 + NP
C-39647	44	"	" " "	23.95 + NP	158.78 + NP
C-39648	45	"	" " "	17.70 + NP	149.57 + NP
C-39649	46	"	" " "	17.70 + NP	149.57 + NP
C-39650	47	"	" " "	62.46 + NP	192.93 + NP
C-39652	49	"	" " "	41.48 + NP	172.61 + NP
C-39651	48	"	" " "	62.46 + NP	192.93 + NP
C-39653	50	"	" " "	85.50 + NP	218.41 + NP
C-39654	51	"	" " "		

Cont'd.

Policy Number _____

Policy Number _____

Loan

EXHIBIT "A"

KEY NO.	LOT	BLOCK	ADDITION	1979 TAX	1980 TAX
C-39655	1	2	Sheffield Place Addition	23.95 + NP	34.83 + NP
C-39656	2	"	"	17.70 + NP	25.62 + NP
C-39657	3	"	"	17.70 + NP	25.62 + NP
C-39658	4	"	"	23.95 + NP	34.83 + NP
C-39659	5	"	"	23.95 + NP	31.74 + NP
C-39660	6	"	"	17.70 + NP	25.62 + NP
C-39661	7	"	"	17.70 + NP	25.62 + NP
C-39662	8	"	"	17.70 + NP	25.62 + NP
C-39663	9	"	"	23.95 + NP	34.83 + NP
C-39664	10	"	"	22.91 + NP	33.81 + NP
C-39665	11	"	"	16.66 + NP	25.62 + NP
C-39666	12	"	"	17.70 + NP	25.62 + NP
C-39667	13	"	"	17.70 + NP	25.62 + NP
C-39668	14	"	"	17.70 + NP	25.62 + NP
C-39669	15	"	"	24.70 + NP	35.96 + NP
C-39670	16	"	"	22.91 + NP	33.30 + NP
C-39676	6	3	"	23.95 + NP	279.53 + NP
C-39677	7	"	"	17.70 + NP	237.38 + NP
C-39678	8	"	"	23.95 + NP	279.53 + NP
C-39679	9	"	"	23.95 + NP	158.78 + NP
C-39680	10	"	"	17.70 + NP	149.57 + NP
C-39681	11	"	"	17.70 + NP	149.57 + NP
C-39682	12	"	"	17.70 + NP	149.57 + NP
C-39683	13	"	"	17.70 + NP	149.57 + NP
C-39684	14	"	"	17.70 + NP	149.57 + NP
C-39685	15	"	"	23.95 + NP	158.78 + NP
C-39686	16	"	"	23.95 + NP	158.78 + NP
C-39687	17	"	"	17.70 + NP	149.57 + NP
C-39688	18	"	"	41.48 + NP	172.61 + NP
C-39689	19	"	"	62.46 + NP	192.93 + NP
C-39690	20	"	"	1978 - 1.13 + NP	
				1979 - 62.46 + NP	
C-39691	21	"	"	85.50 + NP	192.93 + NP
					218.41 + NP
C-39692	Reserve		"	155.98 + NP	162.49 + NP
C-39693	Rec. Reserve		"	20.80 + NP	21.67 + NP

ENDORSEMENT

(SHEFFIELD PLACE, INC.)

Attached to and forming a part of

Commitment to Insure No. 300368-A

No. E-1

Issued by
CHICAGO TITLE INSURANCE COMPANY

Item 3 Schedule A is hereby deleted and the following substituted therefor:

All of Sheffield Place Addition, an Addition to Wichita, Sedgwick County, Kansas, EXCEPT a tract described as:

Beginning at the northeast corner of Sheffield Place Addition; thence southerly along the east line of said addition bearing South 0°47'43" East, 303.00 feet; thence South 89°12'17" West, 100.00 feet; thence South 0°47'43" East, 41.00 feet; thence South 89°12'17" West, 51.5 feet; thence North 0°47'43" West, 41.00 feet; thence South 89°12'17" West, 70.5 feet; thence North 0°47'43" West, 107.00 feet; thence North 47°18'13" West, 53.76 feet; thence North 2°38'19" East, 50.09 feet; thence South 86°28'45" East, 53.15 feet; thence North 0°43'33" East, 113.04 feet to the north line of Sheffield Place Addition; thence easterly along said north line bearing North 89°12'17" East, 202.00 feet to the point of beginning.

Matches plat's text but not tracing.

This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

DATED: JULY 16 1981

CHICAGO TITLE INSURANCE COMPANY

John D. Syron
Authorized Signatory



Alvin W. Long
President.

ATTEST:

Chester C. McCallough

Secretary.

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

CERTIFICATE OF SIDEWALK

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

We, Landmark Communities, Inc. & Center City Development Co., owner of

Chelsea Square

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. Broadmoor
- 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 _____

Chelsea Square an addition.

Signed this 17th day of July, 1981.

Robert R. Fox

Robert R. Fox, President
Landmark Communities, Inc.

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

Be it remembered that on this 17th day of July, 1981, before me, a notary public in and for said County and State, came Robert R. Fox, 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.

Alma Doris Gutierrez
Notary Public

My Commission Expires:

My Appointment Expires May 20, 1985





250 Rockborough Building
260 North Rock Road
Wichita, Kansas 67206
316/686-7303

DATE July 16, 1981 JOB NO. 81-213-A0
PROJECT Chelsea Square
TO Louise Oliverez - Senior Planner
Metropolitan Area Planning Department
455 North Main
Wichita, Kansas 67202

7-17-81

TRANSMITTAL

COPIES TO:
Elton Parsons

We are sending you the following items:

- PRINTS
- SPECIFICATIONS
- SHOP DRAWINGS
- TRACINGS
- BULLETIN
- CORRESPONDENCE
- OTHER

- FOR YOUR APPROVAL
- APPROVED AS TO GENERAL CORRECTNESS
- APPROVED AS CORRECTED
- REVISE & RESUBMIT
- FOR YOUR FILES
- FOR YOUR USE
- OTHER

REMARKS: Submitted herewith are the following items:

1. Commitment for title
2. Endorsement
3. Certificate of sidewalk
4. Plat Mylar

Signed Kenneth H. Bengtson
Kenneth H. Bengtson
Partner

July 17, 1981

Van Doren-Hazard-Stallings
260 N. Rock Road, Suite 250
Wichita, Ks. 67206

Re: S/D 81-74 - Final plat of Chelsea Square

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, July 16, 1981, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of July 13, 1981.

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

- 7-17 1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 7-17 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.
- 1979-1980 taxes not paid 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,

L. O.
Louise Olivarez
Senior Planner

LO:hh

cc: Landmark Communities and Center City Development Co., 2471
Hathway Circle, 67226

20 #
DATE: July 7, 1981

PROPERTY NAME: Chelsea Square

LOCATION: West side of Broadmoor in an area south of 21st.

MAILED TO: Van Doren-Hazard-Stallings
260 N. Rock Road, Suite 250
Wichita, KS 67206

PREPARED BY: Larry L. Henry
District Conservationist
USDA-Soil Conservation Service
4100 Maple, Wichita, Kansas 67209
(316) 942-8422

REQUESTED BY: Wichita-Sedgwick County
Metropolitan Area Planning
Commission



SW Cor. NE 1/4 7-27-2E
Scale: 3.2" equals 1 mile

Special Situations

SOILS LEGEND

<u>SYMBOLS</u>	<u>CLASS</u>	<u>SOIL</u>	<u>BRIEF DESCRIPTION</u>	<u>HYDROLOGIC GROUP</u>
Rd	IIIe-3	Rosehill silty clay, 1 to 3 percent slopes.	Moderately deep and shallow, gently sloping, well drained soils on uplands. These soils have medium to rapid runoff and low available water capacity. Permeability is slow and very slow.	D
Gb	IIIe-1	Goessel silty clay, 1 to 2 percent slopes.	Deep, gently sloping, moderately well and well drained soils on uplands and terraces. These soils have medium runoff and high available water capacity. Permeability is very slow and moderate.	D

RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

SOIL INTERPRETATIONS

<u>SYMBOL</u>	<u>CLASS</u>	<u>SOIL</u>	<u>ITEMS</u>	<u>LIMITATIONS</u>	<u>REASON</u>
Rd	IIIe-3	Rosehill silty clay 1 to 3 per- cent slopes.	Dwellings	Severe	Shrink-Swell, Low Strength Low Strength Shrink-Swell Shrink-Swell, Low Strength Percs Slowly, Too Clayey
			Local Roads & Streets	Severe	
			Small Com- mercial Buildings	Severe	
			Parks & Playgrounds	Severe	
GD	IIIe-1	Goessel silty clay, 1 to 2 per- cent slopes.	Dwellings	Severe	Shrink-Swell Low Strength Low Strength Shrink-Swell Shrink-Swell Low Strength Percs Slowly
			Local Roads & Streets	Severe	
			Small Com- mercial Buildings	Severe	
			Parks & Playgrounds	Severe	

RECOMMENDATIONS:

1. Disturb only the area needed for construction.
2. Remove only those trees, shrubs, and grasses that must be removed for construction; protect the rest to preserve their esthetic and erosion-control values.
3. Disturbing as small area as possible, install streets, curbs, watermains, electric and telephone cables, storm drains and sewers in advance of home or other buildings construction.
4. Temporarily stabilize each segment of graded or otherwise disturbed land by seeding and mulching or by mulching alone. Permanently stabilize these areas as work on the land is completed. Both temporary and permanent stabilization practices are to be installed according to the Sedgwick County Conservation District Standards and specifications.
5. Stabilize each lot within 60 days after work starts on home or other building construction.
6. Backfill, compact, seed and mulch trenches within 60 days after they are opened.
7. If additional information or on-site assistance is needed relative to soils, seeding procedures, structure design or related problems, call this number: (316) 942-8422.

RECEIVED
JUL 8 1981
METROPOLITAN PLANNING
ROUTE STATION

July 13, 1981

Van Doren-Hazard-Stallings
260 North Rock Road, Suite 250
Wichita, Ks. 67206

Re: S/D 81-74 - Final plat of Chelsea Square

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on July 9, 1981, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. The applicant shall submit a notarized sidewalk certificate which requires construction of a sidewalk on Broadmoor adjacent to the plat as part of the building permit (collector street and multi-family development).
- ~~B.~~ If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- C. Since Broadmoor is not an arterial street, access control shall not be granted from the proposed lot to this street on the final plat tracing.
- D. In accordance with Article 5-101(c) of the Subdivision Regulations, closure computations shall be submitted with the final plat tracing.
- ~~E.~~ The applicant shall be advised that the gas company wishes to discuss future gas service for this lot.
- ~~F.~~ 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.

Van Doren-Hazard-Stallings
July 13, 1981
Page 2

This matter will be forwarded to the Planning Commission for its consideration on July 16, 1981, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Forrest L. Nagley
Junior Planner

FLN:bh

cc: Landmark Communities and Center City Development Co., 2471 Hathway Circle,
67226
Mike Lindebak, City Engineering

final plat

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D No. 81-74 Name Chelsea Square
Date Application Rec'd. 6-26-81 Preliminary Approval
Scheduled S/D Meeting 7-9-81

DESCRIPTION

General Location West side of Broadmoor in an area south of 21st

Owner Landmark Communities and Center City Development Company
Surveyor/Engineer Wm Doren-Hazard-Stallings
Address 260 N. Rock Rd., Suite 250, Zip Code 67206 Phone 686-7303

- | | |
|---|------------------------------|
| 1. Gross Acreage of Plat <u>14.1</u> | 7. Lineal Feet of New Street |
| 2. Number of Lots : | a. _____ R/W _____ ft. |
| Residential <u>1</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>1</u> | TOTAL <u>0</u> ft. |
| 3. Minimum Lot Frontage <u>265</u> | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>14.1</u> | streets <u>yes</u> <u>no</u> |
| 5. Existing Zoning <u>"AA" w/CHIP (DP-62)</u> | |
| 6. Proposed Zoning <u>"AA" w/CHIP</u> | |
| 9. Is public water available <u>x</u> Yes _____ No, Name <u>City of Wichita</u> | |
| 10. Is sanitary sewer available <u>x</u> Yes _____ No, Name <u>City of Wichita</u> | |
| 11. Has Health Dept. approval been obtained (where applicable) <u>Yes</u> <u>No</u> | |
| 12. City of Wichita <u>X</u> 3-Mile Area _____ Outside of 3-Mile Area _____ | |

STAFF COMMENTS:

NOTE: This property is subject to the conditions of the Chelsea Station Community Unit Plan (DP-62).

- A. The representative from City Engineering should be prepared to comment on the status of the applicant's lot grading plan and state if any drainage guarantees are required.
- B. The applicant shall guarantee any drainage improvements required by the platting of this property.
- C. The applicant shall submit a notarized sidewalk certificate which requires construction of a sidewalk on Broadmoor adjacent to the plat as part of the building permit (collector street and multi-family development).
- D. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- E. Since Broadmoor is not an arterial street, access control shall not be granted from the proposed lot to this street on the final plat tracing.
- F. In accordance with Article 5-101(c) of the Subdivision Regulations, closure computations shall be submitted with the final plat tracing.
- G. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

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

S/D No. 81-74

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Chelsea Square

General Location: ~~21st Street North & Broadmoor - Southwest Quadrant~~

West side of Broadmoor in an area south of 21st

Name of Property Owner: Landmark Communities & Center City Development Company

Address: 2471 Hathway Circle Zip Code: 67226 Phone: 686-7451

Name of Subdivider: Landmark Communities, Inc.

Address: 2471 Hathway Circle Zip Code: 67226 Phone: 686-7451

Name of Engineer/Surveyor: VAN DOREN-HAZARD-STALLINGS

Address: 260 North Rock Road Suite 250 Zip Code: 67206 Phone: 686-7303

Date of Application: June 26, 1981

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 14.1 Acres
2. Number of Lots:
 - Residential 1
 - Commercial ---
 - Industrial ---
 - Other ---Total Number of Lots 1
3. Minimum Lot Frontage 265 ft.
4. Minimum Lot Area 14,1 acres
5. Existing Zoning "A-A" w/CUP (DP-62)
6. Proposed Zoning "A-A" w/CUP
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 0 ft.
8. Are Sidewalks existing?
Yes --- No ---
9. Is a public water supply available? Yes No, Name City of Wichita
10. Is a sanitary sewer available? Yes No, Name City of Wichita
11. Has Health Department approval been obtained (where applicable) Yes No
12. City of Wichita 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: [Signature]

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

Received by LO
Date 6-26-81
Fee Submitted 205⁰⁰

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

Chelsea Square

NAME

ADDRESS

FUND

DUE DATE

COMMENTS

DATE

BY