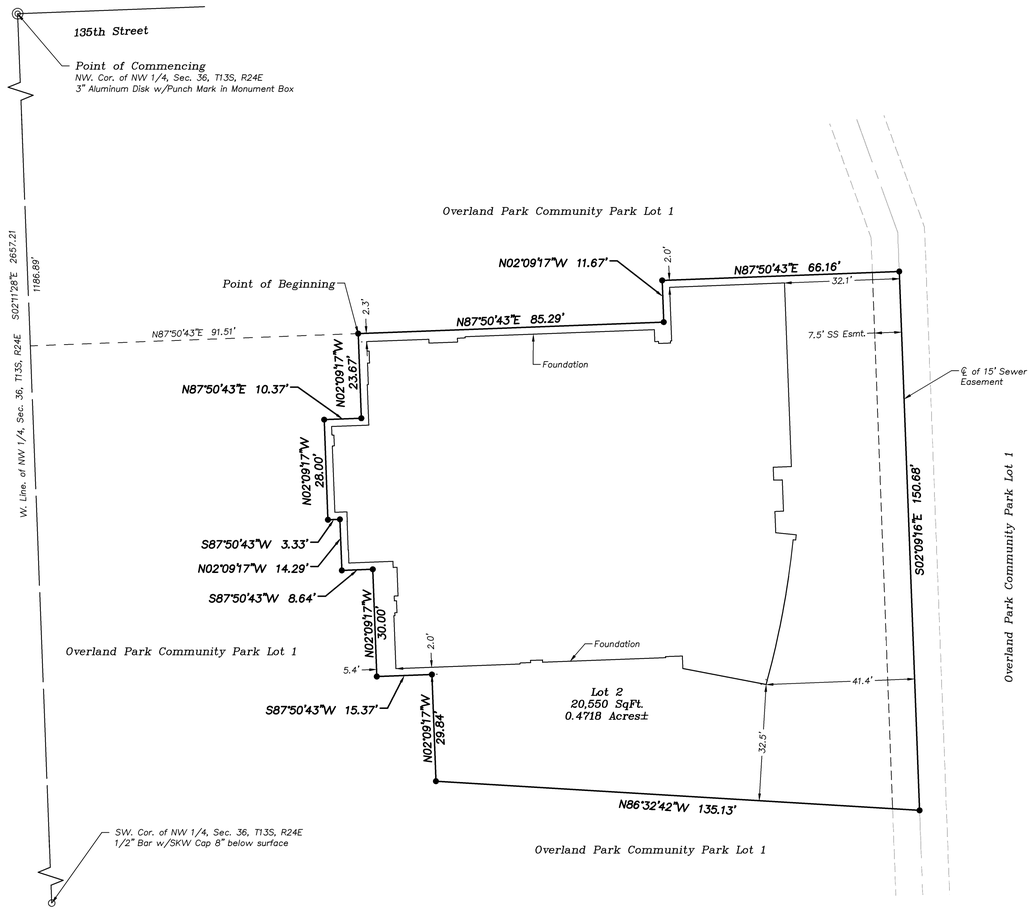
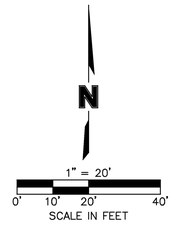
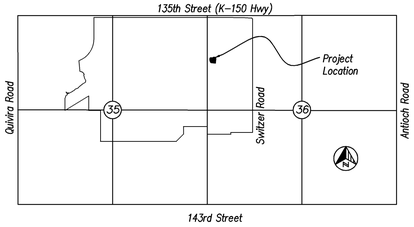
Final Plat of Overland Park Community Park, Second Plat
A Condominium Plat and partial replat of Lot 1, Overland Park Community Park

a subdivision lying in the Northwest Quarter of Section 36, Township 13 South, Range 24 East, in the City of Overland Park, Johnson County, Kansas







Section 35, T.13S., R.24E.
Section 36, T.13S., R.24E.

VICINITY MAP
Scale: 1" = 2000'

LEGEND

◎	*ALUMINUM MONUMENT FOUND*
●	*SET REBAR W/LC 114 CAP IN CONCRETE*
○	*FOUND REBAR*
SS ESMT	*SANITARY SEWER EASEMENT*

Property Description:

All that part of Lot 1, Overland Park Community Park, a subdivision lying in Section 35 and the West half of Section 36, Township 13 South, Range 24 East, in the City of Overland Park, Johnson County, Kansas, described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter of Section 36, Township 13 South, Range 24 East; thence South 2 degrees 11 minutes 28 seconds East along the West line of the Northwest Quarter of said Section 36 a distance of 1186.89 feet to a point; thence North 87 degrees 50 minutes 43 seconds East a distance of 91.51 feet to the POINT OF BEGINNING; thence continuing North 87 degrees 50 minutes 43 seconds East a distance of 85.29 feet to a point; thence North 2 degrees 09 minutes 17 seconds West a distance of 11.67 feet to a point; thence North 87 degrees 50 minutes 43 seconds East a distance of 66.16 feet to a point on the centerline of an existing Sanitary Sewer Easement as Established by the plat of said Overland Park Community Park; thence South 2 degrees 09 minutes 16 seconds East along the centerline of said Sanitary Sewer Easement a distance of 150.68 feet to a point; thence North 86 degrees 32 minutes 42 seconds West a distance of 135.13 feet to a point; thence North 2 degrees 09 minutes 17 seconds West a distance of 29.84 feet to a point; thence South 87 degrees 50 minutes 43 seconds West a distance of 15.37 feet to a point; thence North 2 degrees 09 minutes 17 seconds West a distance of 30.00 feet to a point; thence South 87 degrees 50 minutes 43 seconds West a distance of 8.64 feet to a point; thence North 2 degrees 09 minutes 17 seconds West a distance of 14.29 feet to a point; thence South 87 degrees 50 minutes 43 seconds West a distance of 3.33 feet to a point; thence North 2 degrees 09 minutes 17 seconds West a distance of 28.00 feet to a point; thence North 87 degrees 50 minutes 43 seconds East a distance of 10.37 feet to a point; thence North 2 degrees 09 minutes 17 seconds West a distance of 23.67 feet to the POINT OF BEGINNING, and containing 20,550 Square Feet or 0.4718 Acres, more or less.

The undersigned proprietors of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as ***"Overland Park Community Park, Second Plat"***

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction or maintenance and use of conduits, water, gas, sewer pipes, poles, wires, drainage facilities, irrigation systems, ducts and cables, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easement" or "U/E", is hereby granted to the City of Overland Park, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes.

An easement or license to enter upon, locate, construct, use and maintain or authorize the location, construction, maintenance or use of conduits, surface drainage facilities, subsurface drainage facilities, and similar facilities, upon, over and under these areas outlined and designated on this plat as "Drainage Easement" or "D/E" is hereby granted to the City of Overland Park, Kansas, with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easement for said purposes.

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, parkways, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of the land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and therein are required to be relocated, in accordance with proposed improvements as now set forth, the undersigned proprietor hereby absolves and agrees to indemnify the City of Overland Park, Kansas, from any expense incident to the relocation of any such existing utility installations within said prior easement.

The undersigned proprietor of the above described tract of land hereby agrees and consents that the Board of County Commissioners of Johnson County, Kansas, and the City of Overland Park, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or parts thereof, for public use, from the lien and effect of any special assessment, and that the amount of unpaid special assessments on such land so dedicated shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

This plat and property is subject to the provisions of Chapter 58-3101, et seq. of the laws of the State of Kansas.

"Common Areas" means and includes all property, real, personal or mixed, and all of the improvements thereto and located thereon and includes all of the property in the Condominium, excepting all Units. The Common Areas shall include, by way of description, but not by way of limitation:
(1) The real property described as the Condominium, excepting all Units.
(2) All roof areas, sidewalks, retaining walls, lawn areas, trees, shrubbery, yards, gardens, lawn irrigation system, conduits, utility lines, connections for gas, electricity, light, telephone and water, not provided by the public utility or other agency providing such service to the point where such utilities enter a Unit.
(3) All interior elevators and related facilities, stairwells, entries, lobby areas, and vestibules accessible to and used by the Owners and invitees of more than one Unit.
(4) All HVAC equipment and facilities.
(5) All areas designated as "Common Area" on the Plat.
(6) Exterior lighting and other facilities necessary to the upkeep and safety of the real property.
(7) All other elements of the condominium rationally of common use or necessary to the existence, upkeep, and safety thereof, and, in general, all other devices or installations existing for common use.

"Limited Common Area" means that portion of the condominium allocated by the Declaration or by the Plat or plans to the exclusive use of one or more, but fewer than all Units. The Unit Owner shall have an easement for the use for the Limited Common Area. Each Unit Owner shall have the responsibility to maintain any apparatus or lines, such as utility lines, sewer lines, etc. within the Limited Common Area and designated solely for the use of the Unit located upon the Limited Common Area. Limited Common Area shall include parking areas assigned to the exclusive use of one Unit, windows serving only a specific Unit, and restroom facilities located within each Unit. If said Unit Owner fails to maintain the Unit's utility lines and other apparatus contained within said Limited Common Area, the Association shall have the right, but not the obligation, to maintain and repair such and any such expenses shall be a lien upon the Unit and collectible as are all other common assessments as set forth in this Declaration.

"Unit" shall mean those portions of the Condominium not owned in common with other Owners, as more specifically described in the Plat and all amendments to the Plat, together with the other rights, titles, interests and estates described in this Declaration. Each individual Unit shall include:
(1) a separate fee simple interest in the air space within each Unit conveyed, and in the interior wall surfaces of the walls surrounding each separately numbered Unit as shown on the Plat, and in all elements within such interior wall surfaces, and in the elements identified as relating to that Unit on the Plat and any amendments to the Plat;
(2) an undivided fee interest in the Common Areas as a tenant-in-common with other Owners, also referred to as a Common Area Interest; and
(3) exclusive easements in, over, across and through the Common Areas and those areas within the Common Areas designated as Limited Common Areas on the Plat or in this Declaration, which such easements shall include an unrestricted, perpetual right of ingress and egress to such Owner's Unit.

IN TESTIMONY WHEREOF, the undersigned proprietors have hereunto subscribed their names.

Owner: City of Overland Park

_____
Carl R. Gerlach
Mayor of the City of Overland Park, Kansas

_____
Marian Cook
City Clerk

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

Be it remembered, that on this_____day of_____, 2009, before me, a notary public in and for said county and state, came Carl R. Gerlach the Mayor of the City of Overland Park, Kansas and Marian Cook the City Clerk, who are personally known to me to be the same persons who executed the foregoing instrument of writing on behalf of said owners, and they duly acknowledged the execution of the same to be the free act and deed of said owners.

In witness hereof, I have hereunto subscribed my name and affixed my notorial seal this day and year last above written.

_____ _____
Notary: *My appointment expires:*

APPROVED BY, the Planning Commission of the City of Overland Park, Johnson County, Kansas, this_____day of_____, 2009.

_____
Kim S. Sorensen-Planning Commision Chairperson

Surveyors Notes:

1. This Property is located in Zone "X" (Areas outside 500-year flood) according to the City of Overland Park, Johnson County, Kansas FEMA FLOOD INSURANCE RATE MAP (FIRM), Map Number 2009C0214 F, Effective Date: June 17, 2002.

2. Basis of Bearings: West Line, Northwest Quarter, Section 36, Township 13 South, Range 24 East = South 02°11'28" East (Grid North).

This is to certify that this plat represents a survey completed on, May 15, 2009 by me or under my direct supervision and furthermore meets or exceeds the minimum standards for Boundary Surveys Standard of Practice No. 1 to the best of my professional knowledge and belief.

_____
Michael E. Bogina LS-824
Olsson Associates LC-114

Prepared For:
City of Overland Park
8500 Santa Fe Dr.
Overland Park, KS 66212

Prepared By:
Olsson Associates
7301 West 133rd Street, Suite 200
Overland Park, Kansas 66213
Telephone (913) 381-1170

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7301 West 133rd Street, Suite 200
Overland Park, KS 66213-4750
TEL 913.381.1170
FAX 913.381.1174
www.olssonsulting.com

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION	BY

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A Condominium Plat and partial replat of Lot 1, Overland Park Community Park

Overland Park, Kansas

2009

drawn by: CAD
checked by: MEB
approved by: MEB
QA/QC by: MEB
project no.: 2007-0064
drawing no.: 70064_CONDO_FP
date: 05/11/09

SHEET 1 of 3

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DATE: Jun 02, 2009 10:57am XREFS:

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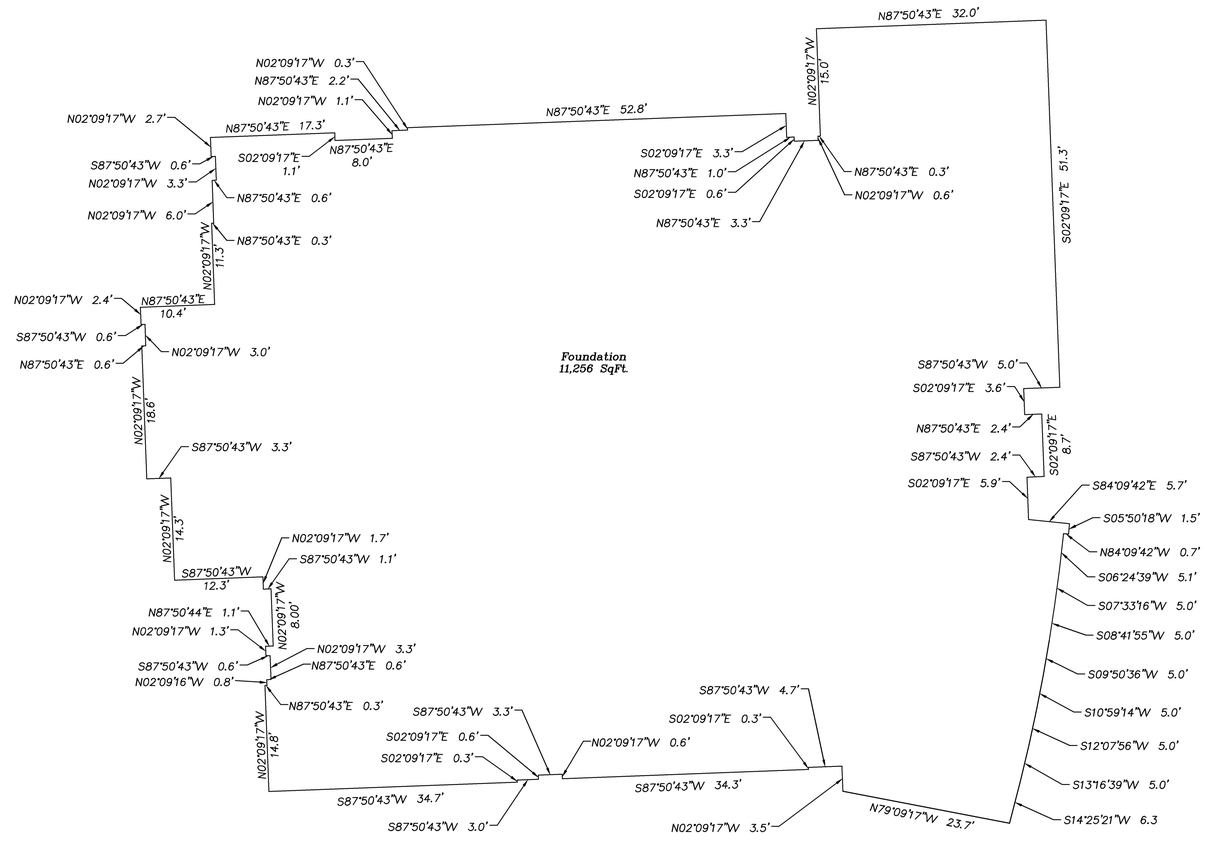

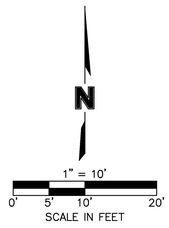

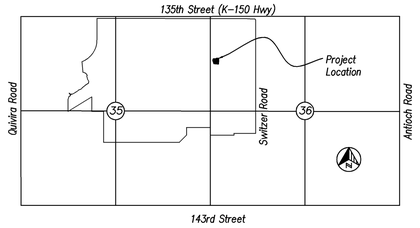

Section 35, T.13S., R.24E.
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VICINITY MAP

Scale: 1" = 2000'

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Michael E. Bogina LS–824
Olsson Associates LC–114

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SHEET 2 of 3

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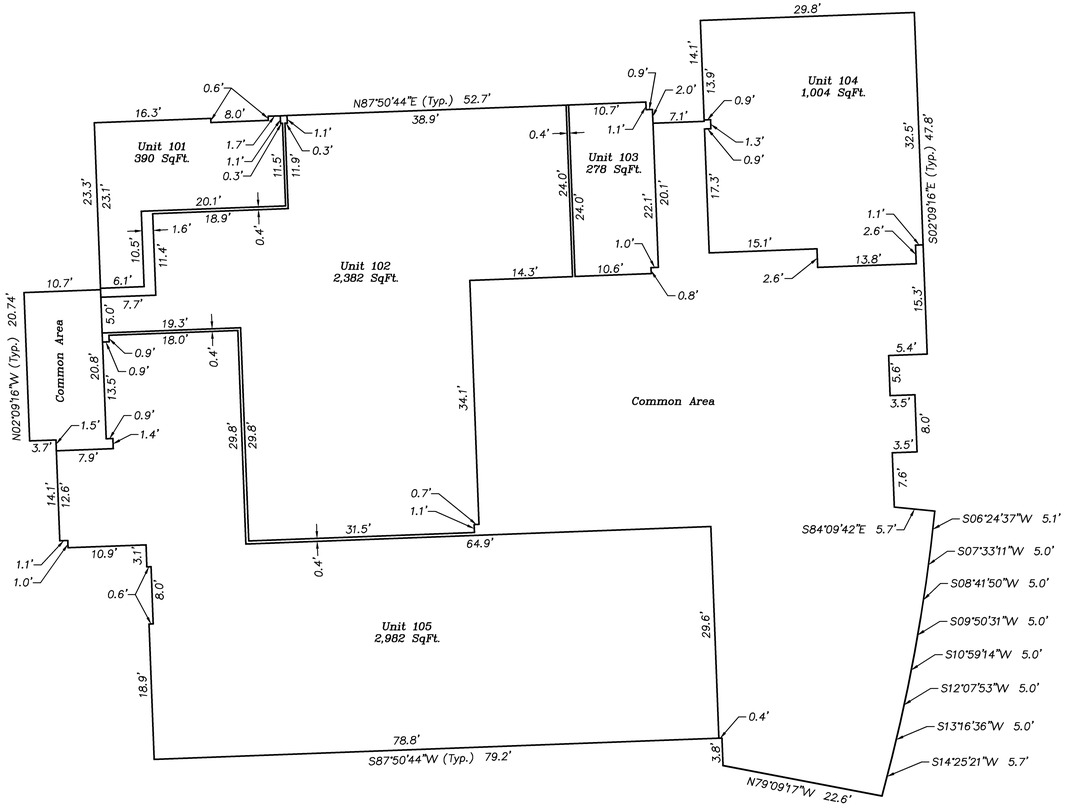
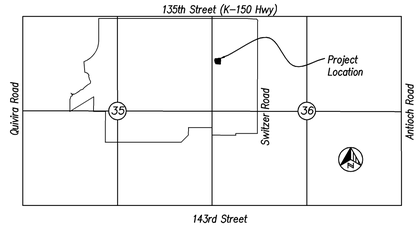
First Floor





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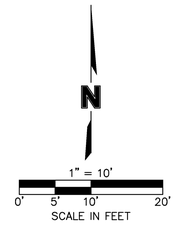
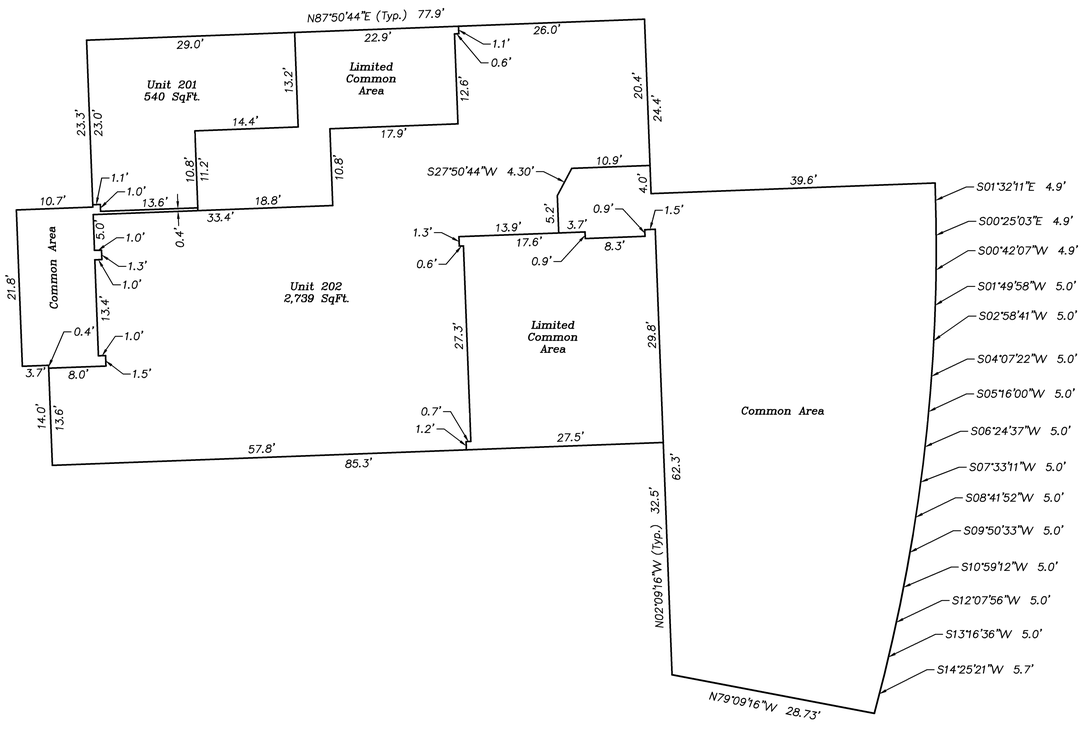


Second Floor



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