

DP-42 - WILLO-ESQUE - Residential
CUP at NE corner of Maple and
Ridge Road by L.C. Investment

ACTION

DATE

COMMITTEE _____

M.A.P.C. *App. subly to plat 10-28-71*

B.C.C./B. CO. C. C. *App. subly to plat 11-16-71
recommended*

POSTED
7-21-71
CA

ACTION

DATE

COMMITTEE _____

M.A.P.C. *App. suby to plat 10-28-71*

B.C.C./B. CO. C. *Approved as 11-16-71
recommended*

DP-42 - WILLO-ESQUE - Residential
CUP at NE corner of Maple and
Ridge Road by I.C. Investment

Map No. 5047
Sec. 22
Twp. 27 S
Range 1 W

DATA SHEET
COMMUNITY UNIT PLAN

DF- 42
X- 1302
Filed 7-15-71

APPLICATION REQUEST: Approval of proposed planned Residential development.

1. Applicant L.C. Investment Inc.
Address 6827 East Harry 67207 Phone 684-8349 or 265-9979
2. Agent Archie Conduff or Ronnie Lane
Address 6827 East Harry 67207 Phone _____
3. General Location At the northeast corner of Maple and Ridge Road
Address _____
4. Proposed Use _____

AREA DATA

- 126
IRREGULAR
1. Acres ~~131.4~~ 737.5 (_____ ft. by _____ ft.)
 2. Existing Zoning "AA" Proposed Zoning "AA" and "Lc"
 3. Area (~~131.4~~) (is not) platted. _____ Addition _____
 4. Existing R/W _____ ft. _____ ft. _____ ft.
_____ St. _____ St. _____ St.
 - Proposed R/W _____ ft. _____ ft. _____ ft.
_____ St. _____ St. _____ St.

HISTORY

PROCEDURE DATA

1. MAPC Meeting:
Date _____ Action _____
10-28-71 Approve subj. to platting
2. Governing Body Board of City Commissioners
Date _____ Action _____
11-16-71

NOTES:

Send correspondence to:
Wilmer Freund
512 Century Plaza 67202

John Seaman
625 1st National Bank Bldg. 67202

John Blair - Attorney 263 7536

February 18, 1976
Wichita, Kansas

Mr. Jack Galbrith
Senior Planner
Metropolitan Area Planning Department
City Building
455 North Main Street
Wichita, Kansas 67202

Re: Northwest Pines Addition
Z-1681
DP-69

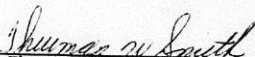
Dear Mr. Galbrith:

As owners of the real estate subject to the above CUP and zoning case, we wish to formally advise you that we are abandoning the CUP and zoning applications and request that you close the files relative thereto.

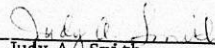
We will not be filing a plat as previously ordered as a condition to the Community Unit Plan and zone change.

We wish to thank you for your help and assistance in this matter.

Yours very truly,



Thurman W. Smith



Judy A. Smith

OWNERSHIP LIST

Tract

Property Owner

All of Govt. Lot 1, Section 14-28-1E lying West of A.T. & S.F. Railroad row and East of a line beg. 375 ft. West of the West row of A.T. & S.F. Railway Co., thence South parallel to the East line said Govt. Lot 1, to the South line said Govt. Lot 1, except that portion deeded to Sedgwick County for highway purposes

✓ Roger M. Dolese and
Dolese Bros. Company
826 East Central 67202

All that portion of Govt. Lot 1, in Section 14-28-1E lying West of the following described line: Beg. at a point on the North line of Govt. Lot 1 in said Section 14, which is 375 feet West of the Westerly row line of the A.T. & S.F. Railway said point being 757.7 feet West of the Northeast corner of said Govt. Lot 1, in Section 14, thence South parallel with the East line of said Govt. Lot 1, Section 14, to the South line of said Govt. Lot 1, Section 14; and also all that portion of a triangular piece of ground lying in Govt. Lot 1, Section 15-28-1E, lying adjacent to and West of Govt. Lot 1, Section 14; except the South 285 feet of the entire tract in Govt. Lot 1, Section 14 and Govt. Lot 1, Section 15.

John I. Peters and Beverly J.
✓ 6207 Morningside 67207

The South 285 feet of the following described tract of land: All that portion of Govt. lot 1, Section 14-28-1E lying West of the following described line: Beg. at a point on the North line of Govt. Lot 1, in said Section 14, which is 375 feet West of the Westerly row line of the A.T. & S.F. RR., said point being 757.7 feet West of the Northeast corner of said Govt. Lot 1, in Section 14; thence South parallel with the East line of said Govt. Lot 1 in Section 14, to the South line of said Govt. Lot 1, Section 14; and also that portion of a triangular piece of ground lying in Govt. Lot 1, Section 15-28-1E lying adjacent to and West of said Govt. Lot 1, Section 14.

Same

Commencing at the Southeast corner of Lot 1 in Section 15-28-1E, thence running North 80 rods; thence due West to left bank of Arkansas River; thence Southwesterly with the meanderings of said river to a point due West of place of beginning; thence East to place of beginning

✓ A. F. Asmann and Martha Asmann
1946 South Main 67213

16

Lot	Block	Addition	Property Owner
9	3	Sunview Heights	Administrator of Vet. Affairs 5500 East Kellogg 67218
10	3	Same	Same
		Lot 11 and that part of Lot 12, desc. as Beg. at the Southeasterly corner of Lot 12, thence NWly along the SWly lot line of said Lot 12, 26 feet, thence NEly to a point in the North line of said Lot 12, thence East 37.27 feet to the Northeast corner of Lot 12, thence SWly along the Easterly lot line to the point of beg., all in Block 3, Sunview Heights	Collins Coleman Cox & Pauline 3557 South St. Francis 67216
		Lot 13, and that part of Lot 12, desc. as Beg. at the SWly corner of said Lot 12; thence SEly along the SWly line of said Lot 12, a distance of 26 feet; thence NEly to a point in the North line of said Lot 12; thence West a distance of 3727 feet to the Northwest corner of said Lot 12; thence SWly along the West line of said Lot 12 to the point of beginning, all in Block 3, Sunview Heights, Sedgwick Co., Ks.	John Lynn Walker and Pearl Evalee Walker 500 Spring Creek Drive Derby, Ks. 67037
14	3	Sunview Heights	Administrator of Vet. Affairs 5500 East Kellogg 67218
15	3	Same	George E. Farvreau & Sadie A. 4208 Cumberland 67216
16	3	Same	Willard L. Davis & M. Rosalie 4200 Cumberland 67216
10	4	Same	S. G. Straight and Thelma D. 4249 Cumberland 67216
11	4	Same	Eugene Edwin Hackworth Betty June Hackworth 4241 Cumberland 67216
12	4	Same	Administrator of Vet. Affairs 5500 East Kellogg 67216
13	4	Same	William Audrion Million and Lula Marjory Million 357 Pattie 67211
14	4	Same	David J. Gonzales & Connie L. 336 N. Kokomo, Derby, Ks. 67037
15	4	Same	Administrator of Vet. Affairs 5500 East Kellogg 67218
16	4	Same	Jerl D. Burnett & Martha A. 4222 Englewood 67216

Lot	Block	Addition	Property Owner
17	4	Sunview Heights	✓ Linda Lee Shumaker 4200 Deerfield 67216
18	4	Same	✓ Leo B. Shirley & Mary E. 4214 Deerfield 67216
19	4	Same	✓ Administrator of Vet. Affairs 5500 E. Kellogg 67218
20	4	Same	Same
12	5	Same	✗ James J. Brey and Leone J. Address Unknown
13	5	Same	✓ Fred J. Russell 4801 Cedardale 67216
14	5	Same	✓ George I. R. Cates and Rosemary Cates 4248 Englewood St. 67216
10	6	Same	✓ James C. Jones and Reba Jean 4251 Englewood 67216
11	6	Same	✗ Kansas Christian Missionary Society Inc. Address Unknown
12	6	Same	✓ Dale O. Wilson & Henrietta 4220 Dover 67216
4	7	Same	✓ Fred J. Russell 4801 Cedardale 67216
5	7	Same	✓ Marvin Gene Whitham & Dora 4223 Dover Street 67216
6	7	Same	✓ William R. Fricks & Sandra M. 4233 Dover 67216
7	7	Same	✓ Perry E. Broughton & Christy L. 3044 S. Vine 67211
8	7	Same	✓ Marvin Gene Whitham & Dora 4223 Dover St. 67216
9	7	Same	✓ Charles J. Case and Almeta May 4219 Dover St. 67216
10	7	Same	✓ Milton B. Forrester and Ellen J. 4217 Dover St. 67216
11	7	Same	✓ Fred J. Russell 4801 Cedardale 67216
12	7	Same	✓ Andrew M. Knoll & Virginia L. 4221 Englewood 67216

Lot	Block	Addition	Property Owner
13	7	Sunview Heights	✓ Arthur William Netrover and Ruby Williams Netrover 4200 Greenhaven 67216
14	7	Same	✓ Sunview Development Inc. Address Unknown <i>4270 Greenhaven</i>
15	7	Same	✓ Marvin G. Whitham & Dora 4223 Dover St. 67216
16	7	Same	✓ Fred J. Russell 4801 Cedardale 67216
17	7	Same	Same
21	7	Same	Same
23	7	Same	Same
18	7	Same	✓ Thomas O. Reynolds & Alma L. 4248 Greenhaven 67216
19	7	Same	✓ Melvin George Sanders & Leona 4256 Greenhaven 67216
20	7	Same	Robert W. Hall ✓ 4264 Greenhaven 67216
22	7	Same	✓ V. Ellen Rayl 4264 Greenhaven 67216
24	7	Same	✓ Federal Natl. Mtg. Association Dallas, Texas <i>2001 Bryan 75201</i>
9	9	Same	✓ Othelis C. Wright & La Vera M. Route 1, Augusta, Ks. 67010
10	9	Same	✓ Fred J. Russell 4801 Cedardale 67216
11	9	Same	✓ <i>9451 S. 63rd STE</i> Richard L. Fleming & Imogene Derby, Kansas 67037
12	9	Same	✓ Marvin C. Roush & Wilma Harriett 4267 Greenhaven 67216
13	9	Same	✓ W.C. Bryant and Eva 4263 Greenhaven 67216

10

Lot	Block	Addition	Property Owner
14	9	Sunview Heights	Max L. Lawson and Virginia E. 4257 Greenhaven 67216
15	9	Same	James Dudley Whitehead and Joyce J. Whitehead 4253 Greenhaven 67216
16	9	Same	Administrator of Vet. Affairs 5500 East Kellogg 67218
1	8	Same	Same
2	8	Same	Fred J. Russell 4801 Cedardale 67216
3	8	Same	Jackson J. Huston & Carol Turney Huston, Address Unknown
4	8	Same	James J. Schwinn & Helen N. Address Unknown

no other address found

Part of Lot 5, Block 8, Sunview Heights, desc. as beg. at the SEly corner of said Lot 5, thence SWly along the SEly line of said Lot 5 a distance of 26 feet, thence NWly to a point in the North line of said Lot 5, thence east a distance of 37.6 feet to the Northeast corner of said Lot 5, thence SEly along the East line of said Lot 5 to the pob.,

Beginning at the Southwest corner of Lot 5, Block 8, thence NEly 26 feet, NWly to a point in the North line said lot, West 37.6 feet to the Northwest corner lot 5, thence SEly to the point of beg.

7	8	Same	Twyla I. Brown 229 N. Estelle 67214
8	8	Same	James L. Colbert and Mary J. 3216 Greenhaven 67216
9	8	Same	Mitt Lawson & Beatrice 3210 Greenhaven 67216
			Noxval E. Maness and Edith L. 3206 Greenhaven 67216

The Security Abstract and Title Company, Inc.,
hereby certifies the foregoing to be a true and correct list of
property owners of:

A 500 foot radius of: The South 285 feet
of the following described tract of land,
All that portion of Government Lot 1,
Section 14, Township 28 South, Range 1 East
lying West of the following described line:
Beginning at a point on the North line of
Government Lot 1, in said Section 14, which
is 375 feet West of the Westerly row line
of the A.T. & S.F. Railroad, said point being
757.7 feet West of the Northeast corner of
said Government Lot 1, in Section 14; thence
South parallel with the East line of said
Government Lot 1, in Section 14, to the South
line of said Government Lot 1, Section 14; and
also that portion of a triangular piece of ground
lying in Government Lot 1, Section 15, Township
28 South, Range 1 East of the 6th P.M., lying
adjacent to and West of said Government Lot 1,
Section 14

as shown by the records on file in the Office of the Register of Deeds
of Sedgwick County, Kansas, on the 8th day of December, 1975 at 7:00
o'clock A.M.

THE SECURITY ABSTRACT & TITLE COMPANY, INC.

By

Mary Gable

Vice President

Order No. 231973
wh

We hereby extend the foregoing ownership list from the 8th day of December, 1975 at 7:00 o'clock A.M., to this 20th day of October, 1977 at 7:00 o'clock A.M., without change except:

Lot 9, Blk 9	Sunview Heights	Daniel Garcia 4277 Greenhaven 67216
Lot 12, Blk 5	Same	Robert M. Van Meter and Debbie Lynn Van Meter 4219 Deerfield 67216
Lot 1, Blk 8	Same	Stephen B. Cotter and Lisa Diane Cotter 4201 Greenhaven 67216
Lot 3, Blk 8	Same	Thomas O. Reynolds and Alma Lillian Reynolds 4248 Greenhaven 67216

Lot 4, and that part of lot 5 described as:
Beg. at the SEly corner of said lot 5, thence
SWly along the SEly line of said lot 5 a
distance of 26 feet, thence NWly to a point in
the North line of said lot 5, thence East a
distance of 37.6 feet to the NE corner of said
lot 5, thence SEly along the East line of said
lot 5, to the point of beginning, all in Block 8,
Sunview Heights

Velda Struble
4221 Greenhaven 67216

Beginning at the SW corner of lot 5, Block 8,
Sunview Heights, thence NEly 26 feet, NWly to a
point in the North line said lot, West 37.6 feet
to the NW corner lot 5, thence SEly to pob.

Twyla I. Brown and
Shirley M. Edwards
4233 Greenhaven 67216

THE SECURITY ABSTRACT & TITLE COMPANY, INC.

By

Mary Hable

Vice President

Order No. 256965
wh

May 21, 1976

Robert Feldner, Superintendent of Central Inspection

Jack H. Galbraith, Chief Planner

Fulfillment of conditions of approval of an administrative interpretation on the screening and landscaping requirements of the Willo-Esque C.U.P. (DP-42).

As you may recall, a joint approval was made by the Superintendent of Central Inspection and the Director of Planning of a request for an administrative interpretation of condition #14 of the approved Willo-Esque C.U.P. This joint approval was set out in memoranda dated December 11, 1975, from Robert A. Lakin, Director of Planning to Robert Feldner, Superintendent of Central Inspection. The requested interpretation applied to the screening and landscaping provisions for parcel 1 and did not relate to the conditions imposed on any of the remaining parcels of the approved C.U.P.

The approval of the requested interpretation was made subject to the following conditions:

- 1) Two copies of these revised plans shall be submitted to the Planning Department for inclusion in our files and those of Central Inspection.
- 2) The carport detail drawing (#A-11) shall be revised to list the building materials proposed (plywood panels with textured paint) for the carports.
- 3) The plans for the south entry shall be revised to include a minimum three foot fence to be constructed within the 15 foot planting strip. Said fence shall be architecturally compatible with the fence depicted in drawing #A-12.

This is to advise that the architect on this project, Mr. Alan M. McHenry, has forwarded 3 copies of revised plans to the planning department in compliance with condition No. 1 above.

The drawings now indicate the use of plywood and textured paint materials for the construction of the carports on the sheet numbered A-11 in compliance to condition No. 2 above. As requested by condition No. 3, a screen wall is also indicated south of the south entryway on the small 8 1/2" x 11" sheet numbered 74. There are, however, no details of the screen wall included to determine architectural compatibility with the main fence shown on sheet A-12. Condition No. 3 also states that the fence is to be a minimum of 3 feet high.

Mr. Robert Feldner
May 21, 1976
Page 2

Based on these comments, the attached sets of revised drawings for your files incorporate and supercede the previously submitted plans for landscaping and screening along Ridge Road and the commercial area to the south of the northern portion of Parcel 1 in Willo-Esque CUP (DP-42).

Jack H. Galbraith
Chief Planner

JHG:RLY:rme
Attachments

cc: Alan M. McHenry, Architect, 318 Century Plaza, 67202
Mr. Ed Johnson, P. O. Box 8293, 67208 - *see letter dated 10/19/77*
Mr. Archie Conduff, 6827 E. Harry, 67207

November 5, 1975

Mr. Ed Johnson
P. O. Box 8293
Wichita, Kansas

Re: Willo-Esque Garden Apartments

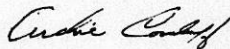
Dear Mr. Johnson:

This letter is to confirm our previous conversation and agreement in regards to the screening requirement of the Community Unit Plan of L.C. Investment Co. for Willo-Esque.

The Community Unit Plan requirement of "a combination of plant material and or a semi-solid or solid wall" we interpret as complied with by your carport structures SH-A-11 of the construction drawings and the planting and entrance fence SH-A-12.

Sincerely,

L. C. INVESTMENTS



Archie Conduff, Sec. & Treas.

cc: Robert Feldner
Central Inspection

February 19, 1976

Robert Feldner, Superintendent of Central Inspection
Jack H. Galbraith, Chief Planner

Screening provisions of DP-42 Willo-esque C.U.P.

Attached you will find a copy of a letter and landscape plans from Mr. Alan McHenry representing E. J. Equities requesting an administrative interpretation of General Provision # 14 on the Willo-esque C.U.P. which provides:

"Screening as indicated on Plans shall be a combination of plant material and/or a semi-solid or solid wall to prevent passage of debris or light, constructed of brick, stone, masonry, architectural tile, wood, or other similar material at least five (5) feet, but not more than eight (8) feet high."

Specifically, the C.U.P. requires screening on the west edge of parcel # 1 adjacent to Reserve A and Mr. McHenry has submitted plans for screening and landscaping the south 100' of that boundary in order to permit initial construction of the fourplex units on the southern portion of the parcel. Mr. McHenry feels that it would be difficult for his client to provide screening along the entire western boundary at this time (approximately 550'), when only three structures are planned for initial construction. The plans submitted by Mr. McHenry propose landscaping for a distance of 25' north from Maple with an additional 75' of screening and landscaping. After reviewing the landscaping/screening plans submitted by Mr. McHenry, it is our feeling that this request is in compliance with the intent and wording of the C.U.P., and a formal administrative determination is not required.

The issuance of building permits for the three structures now proposed would appear to be in order, contingent upon:

- 1) The three structures now proposed shall not be constructed further north than the 100' north of Maple which will be screened and landscaped at this time.
- 2) No further building permits shall be issued until such time as landscape and screening plans have been submitted and approved for the balance of the west property line of parcel # 1 adjacent to reserve "A".

Robert Feldner
February 19, 1976
Page 2

If you have any questions regarding this matter, please do not hesitate to call.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:MM:bh

cc: Alan McHenry, Architect
Century Plaza Building
Wichita, Kansas 67202

**Alan M. McHenry Architect
Century Plaza Building
Wichita, Kansas 67202**

February 13, 1976

Mr. Robert Feldner, Superintendant
Central Inspection Division
Department of Public Works
City Hall - Seventh Floor
455 North Main Street
Wichita, Kansas 67202

Re: C.U.P. 42
Comm. No. 510

Dear Mr. Feldner:

E. J. Equities, owners of Lot 1, block A, Willo-esque second addition request an administrative interpretation of screening requirements on the Willo-esque C.U.P.

It is requested that the screening between the adjacent light commercial zoned area and the subject property for the 1st phase of development of this lot extend only to the limits of development of that phase and the remaining screening be a portion of the subsequent phase it screens.

The screening we propose to provide is described in the enclosed prints, Detail F sheet Sp. 4, (Screening Plan), detail sheet 89 (fence details) and detail sheet 90 (plant print).

We have discussed these with Mr. Jack Galbraith and his staff in the planning department and our understanding is that they believe these items fulfill the requirements of screening as called out in Provision 14 of the C.U.P.

Thank you very much for your quick attention to this matter.

Sincerely yours,

Alan M. McHenry
Architect

AM/pm

cc: Jack Galbraith
Metropolitan Planning
Ed Johnson, E. J. Equities
Archie D. Conduff, L. C. Investments, Inc.

Dec.11, 1975

Robert Feldner, Superintendent of Central Inspection

Robert A. Lakin, Director of Planning

DP-42 (Willo-Esque CUP) - Request for Administrative Interpretation on screening and landscaping requirements.

We have received a letter and attached drawings from Alan M. McHenry, Architect, requesting a favorable interpretation that the screening and landscaping as proposed in the sketch complies with condition #14 on the face of the Willo-Esque CUP which states:

"Screening as indicated on the plan shall be a combination of plant material and or a semi-solid or solid wall to prevent passage of debris or light, constructed of brick, stone, masonry, architectural tile, wood or other similar material at least five (5) feet but not more than eight (8) feet high."

Specifically, Mr. McHenry has submitted five sketches which detail his screening and landscaping plans for the west side of parcel 1 adjacent to Ridge Road and the south side of parcel 1 adjacent to the Light Commercial to the south (Reserve "A" on the CUP).

Drawing SP-1 (which is color coded) provides an overview and is the key to the other four drawings. The other drawings are as follows:

- 1) #A-11 - Details the carports which are to be constructed along the south line adjacent to Reserve "A" (depicted in red on the key sheet). As you may note the carports are to form a continuous screen along that property line.
- 2) #A-12 - Details for the fence and landscaping proposed for that portion of the west property line which is depicted in orange on the key sheet.
- 3) #74 - Details the plantings proposed south of the south entry adjacent to Ridge Road and depicted in yellow on the key.
- 4) #75 - Details the plantings proposed north of the north entry adjacent to Ridge Road and depicted in yellow on the key sheet.

After a review of the combination of plantings, fencing, and carports we are of the opinion that the proposed screening and landscaping is

Page 2 - Robert Feldner
DP-42 (Willo-Esque CUP)
Dec. 11, 1975

in keeping with the purpose and intent of the CUP provisions and is not a substantial deviation from statement #14 on the face of the CUP.

Our concurrence in this request is subject to the following conditions:

- 1) Two copies of these revised plans shall be submitted to the Planning Department for inclusion in our files and those of Central Inspection.
- 2) The carport detail drawing (#A-11) shall be revised to list the building materials proposed (plywood panels with textured paint) for the carports.
- 3) The plans for the south entry shall be revised to include a minimum three foot fence to be constructed within the 15 foot planting strip. Said fence shall be architecturally compatible with the fence depicted in drawing #A-12.

On your review of this memo and the accompanying sketches, your signature of approval will indicate that you concur with our findings as to spirit and intent and whether a substantial deviation to the plan exists. By a copy of this memo to Alan McHenry, Architect, Archie Conduff, the original applicant, and Ed Johnson, they are advised of our joint action.

This interpretation does not affect the condition of any of the remaining parcels on this C.U.P.

Robert A. Lakin
Director of Planning

APPROVED:

Robert Feldner, Superintendent
of Central Inspection

RAL:MM:el

cc: Alan McHenry, Century Plaza Building, 111 W. Douglas, 67202
Mr. Ed Johnson, P.O.Box 8293, Wichita, Kansas 67208
Archie Conduff, 6827 East Harry, 67207

Attachments

**Alan M. McHenry Architect
Century Plaza Building
Wichita, Kansas 67202**

November 23, 1975

Mr. Robert A. Lakin
Director
Metropolitan Area Planning Department
City Building
455 North Main
Wichita, Kansas 67202

Re: Willo-Esque Garden Apartments
Maple Ridge Apartments
Comm. No. 438

Dear Mr. Lakin:

We are enclosing a letter from the proponents of the Community Unit Plan for this area relative to our screening on this project. We also are enclosing prints of this item as referenced in their letter.

We respectfully request an administrative concurrence between yourself and Mr. Feldner with the thinking on the original proponents of the C.U.P. that the interpretation of construction and planting on the drawings concurs with the intent of the C.U.P.

You will note that our carpports along the south completely screen the adjacent commercial area; along the west in the center area our combination of fence, piers and privet hedge will form an attractive screen along the adjacent street; this is supplemented at the north and south ends by a dense planting massing of maple trees, eleagnus, and ground cover which terminates the front screen.

Thank you very much for your assistance in this matter.

Sincerely,

Alan M. McHenry
Architect

AM/pm

cc: Archie Conduff
Ed Johnson

encl: L.C. Investment Co., Nov. 5, 1975
Sh. A-11 & Sh. A-12
Sh. 74 & Sh. 75
Sp. 1

**Alan M. McHenry Architect
Century Plaza Building
Wichita, Kansas 265-1872**

February 13, 1976

Mr. Robert Feldner, Superintendent
Central Inspection Division
Department of Public Works
City Hall - Seventh Floor
455 North Main Street
Wichita, Kansas 67202

Re: C.U.P. 42
Comm. No. 510

Dear Mr. Feldner:

E. J. Equities, owners of Lot 1, block A, Willo-esque second addition request an administrative interpretation of screening requirements on the Willo-esque C.U.P.

It is requested that the screening between the adjacent light commercial zoned area and the subject property for the 1st phase of development of this lot extend only to the limits of development of that phase and the remaining screening be a portion of the subsequent phase it screens.

The screening we propose to propose to provide is described in the enclosed prints. Detail F sheet Sp. 4. (Screening Plan), detail sheet 89 (fence details) and detail sheet 90 (plant list).

We have discussed these with Mr. Jack Galbraith and his staff in the planning department and our understanding is that they believe these items fulfill the requirements of screening as called out in Provision 14 of the C.U.P.

Thank you very much for your quick attention to this matter.

Sincerely yours,

Alan M. McHenry
Architect

AM/pm

cc: Jack Galbraith
Metropolitan Planning
Ed Johnson, E. J. Equities
Archie D. Conduff, L. C. Investments, Inc.

**Alan M. McHenry Architect
Century Plaza Building
Wichita, Kansas 265-1872**

November 17, 1975

Mr. Jack H. Galbraith
Chief Planner
Metropolitan Area Planning Department
City Building Annex
104 South Main Street
Wichita, Kansas 67202

Re: Willo-Esque Garden Apartments
Maple Ridge Apartments
Comm. No. 438

Dear Mr. Galbraith:


We are enclosing a letter from the proponents of the Community Unit Plan for this annex relative to our screening on this project. We also are enclosing prints of this item as referenced in their letter.

We respectfully request an administrative concurrence between yourself and Mr. Feldman with the thinking on the original proponents of the C.U.P. that the interpretation of construction and planting on the drawings concurs with the intent of the C.U.P.

You will note that our carports completely screen the adjacent commercial area and our combination of fence, piers, and privet hedge will form an attractive screen along the adjacent street.

Thank you very much for your assistance in this matter.

Sincerely,


Alan M. McHenry
Architect

AM/pm

cc: Archie Conduff
Ed Johnson

encl: L.C. Invest. Co., Nov. 5, 1975
Sh. A-11
Sh. A-12

November 5, 1975

Mr. Ed Johnson
P. O. Box 8293
Wichita, Kansas

Re: Willo-Esque Garden Apartments

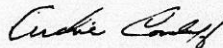
Dear Mr. Johnson:

This letter is to confirm our previous conversation and agreement in regards to the screening requirement of the Community Unit Plan of L.C. Investment Co. for Willo-Esque.

The Community Unit Plan requirement of "a combination of plant material and or a semi-solid or solid wall" we interpret as complied with by your carport structures SH-A-11 of the construction drawings and the planting and entrance fence SH-A-12.

Sincerely,

L. C. INVESTMENTS



Archie Conduff, Sec. & Treas.

cc: Robert Feldner
Central Inspection

JB

January 10, 1975

Mr. Ed Johnson
P.O. Box 3293
Wichita, Kansas

Re: Willo-Esque Garden Apartments and
Town Houses.

Dear Mr. Johnson:

This letter is to confirm our previous conversation
and agreement in regards to the change in the
number of Town Houses and Garden Apartments.

The community unit plan calls for 160 Garden
Apartments and 70 Town Houses. It is accepted by
L. C. Investment to move 8 Units from the Town House
ground and be added to the 160 Unit Garden Apart-
ments which will make 168 Garden Apartments and
62 Town Houses.

It is our understanding that you are or will be
the owner of the Town House ground by the time you
request a building permit from the City of Wichita,
if not we suggest you obtain a letter from the owner
agreeing to give up the 8 Units from the Town Houses.

Sincerely,

L. C. INVESTMENTS

Archie Conduff, Sec. & Treas.

cc: Robert Lakin
% Metrop. Planning Comm.



L. C. Investment
6927 E. Harry
Wichita, Kansas



Mr. Robert Lakin
%Metropolitan Planning Comm.
104 So. Main
Wichita, Kansas

67202

July 1, 1974

Mr. Archie Conduff
6827 East Harry
Wichita, Kansas 67207

Subject: Administrative Adjustment
to the Willo-Esque Community
Unit Plan

Dear Mr. Conduff:

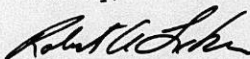
In reply to your letter of June 28, 1974, I have reviewed your request for an administrative interpretation, that the relocation of the swimming pool from Parcel #1 to Reserve B as platted in Willo-Esque Second Addition, is not a substantial deviation from the intent of the original approved community unit plan. The revised general location is situated in an area with good pedestrian access and is in close proximity to parking that can be jointly used for tennis and swimming.

I have reviewed your request with Robert Feldner, Superintendent of Central Inspection, and our signatures below reflect our approval that the request to relocate the swimming pool from Parcel #1 to Reserve B as stated in your letter, is not a substantial deviation of the plan. It should be pointed out however, that this letter of approval should in no way be construed as approving the exact location of the pool area, bathhouse, or fencing as indicated on the plot plan submitted with your letter of request inasmuch as these matters will need to be resolved at such time as you apply for a building permit.

Mr. Archie Conduff
July 1, 1974
Page Two

We have, therefore, marked the official copies of the plan with this adjustment and this date of approval. If you have any questions concerning this matter, please contact our office.


Sincerely,



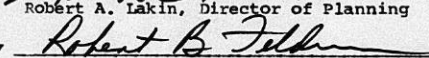
Robert A. Lakin
Director of Planning

RAL:JHG:js

Approved by


Robert A. Lakin, Director of Planning

Approved by


Robert Feldner, Superintendent of Central Inspection

cc: Robert Feldner,
Superintendent of Central Inspection

June 28, 1974

Mr. Robert A. Lakin, Director
Metropolitan Area Planning Department
Mr. Robert Feldner, Superintendent
Central Inspection
City Building Annex
104 South Main
Wichita, Kansas 67202

Dear Sirs;

We the developers of Willo-Esque at Maple and Ridge Road
would like a Administration interpretation on moving the
swimming pool from area shown on Community unit plan to
Reserve B on final plat of Willo-Esque second.

Sincerely,

L. C. INVESTMENT, INC.

Archie D. Conduff

Archie D. Conduff, Secretary

March 22, 1973

Mr. Archie Conduff
6827 East Harry
Wichita, Kansas 67207

Subject: Administrative adjustment to the Willo-Esque Community
Unit Plan


Dear Mr. Conduff:

In reply to your letter of March 2, 1973, I have reviewed your request for an administrative interpretation, that increasing the net area in Parcel #1 from 31.10 acres to 31.55 acres, thus allowing an increase in the number of dwelling units permitted on said parcel from 294 to 287, with the density remaining at the approved 9.13 Dwelling Units per acre, is not a substantial deviation from the intent of the original approved community unit plan.

I have reviewed your request with Bob Feldner, Superintendent of Central Inspection, and our signatures below reflect our approval that the request for a slight increase in the acreage and number of dwelling units for Parcel #1 as stated in your letter, is not a substantial deviation of the plan, as the density of development approved on the plan will remain the same at 9.13 DU's per acre.

We have, therefore, marked the official copies of the plan with this adjustment and this date of approval. If you have any questions concerning this matter, please contact our office.

Sincerely,


Robert A. Eakin
Director of Planning

Approved by 
Robert A. Eakin, Director of Planning

Approved by 
Robert Feldner, Superintendent of Central Inspection

cc: Robert Feldner, Superintendent of Central Inspection

March 2, 1973

Mr. Robert A. Lakin
Director of Planning
Metropolitan Area Planning Department
City Building Annex
201 South Main
Wichita, Kansas 67202

Attention: Jack Galbraith, Chief Planner

Gentlemen:

This letter is with reference to the Community Unit Plan for Willo-Esque which has been reviewed and subsequently approved by the Planning Commission. We are now in the process of preparing a final plat on all of Parcel 1, part of Parcel 2 and the remainder of Parcel 4 not heretofor platted.

We are requesting that you consider revising the C.U.P. to allow additional dwelling units in Parcel 1. We are proposing to increase the net area in Parcel 1 to 31.55 acres by relocation of Tarabury. At 9.13 D.U.'s per acre, this will allow 287 dwelling units in Parcel 1 as compared with 284 as shown on the C.U.P. We have discussed this proposal with you and trust that this can be done as an administrative procedure.

We will appreciate your attention on this matter. Should you have any question, please do not hesitate to call us.

Sincerely,

L C INVESTMENT

Archie Conduff

Archie Conduff
6827 East Harry
Phone - 684-8349



EASEMENT

WILLO-ESQUE FIRST

KNOW ALL MEN BY THESE PRESENTS:

that for a good and valuable consideration, the receipt of which is hereby acknowledged, that L. C. Investment, Inc., a corporation organized and existing under and by virtue of the laws of the State of Kansas, 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:

The Southwest Quarter, Section 22, Township 27 South, Range 1 West, except the South 1575.98 feet of the East 804.21 feet thereof, Sedgwick County, 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, L. C. Investment, Inc., by authority of its Board of Directors, has caused this instrument to be executed

by its President, and its corporate seal to be affixed, this 23rd
day of February, 1972.



L. C. INVESTMENT, INC.

By Ronald F. Lane
Ronald F. Lane, President

ATTEST:
By Archie Conduff
Archie Conduff, Secretary

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of February, 1972, personally appeared Ronald F. Lane, President of L. C. Investment, Inc., a Kansas corporation, 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 said person duly acknowledged the execution of the same, to be the free act and deed of said corporation.

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



Sandra Lawson
Notary Public

My Commission Expires:
SANDRA LAWSON
Notary Public
My Commission Expires Mar. 11, 1975

WILLO-ESQUE FIRST

HOME OWNERS ASSOCIATION AGREEMENT
(As required by Paragraph 6 - General Provisions
Willo-Esque Addition Community Unit Plan)

THIS DECLARATION, made this 23 day of February, 1972

by L. C. Investment, Inc., hereinafter called "Developer,"

WITNESSETH:

WHEREAS, Developer is the owner of and proposes to develop all of the real property legally described as follows:

The Southwest Quarter, Section 22, Township 27 South, Range 1 West of the 6th Principal Meridian in Sedgwick County, Kansas, except two tracts described as follows:

1. The South 1,575.98 feet of the East 804.21 feet of said Southwest Quarter, Section 22, Township 27 South, Range 1 West; and
2. The South 600 feet of the West 500 feet of said Southwest Quarter, Section 22, Township 27 South, Range 1 West,

under and in accordance with the maps, plans, drawings and provisions of Willo-Esque Community Unit Plan, heretofore approved by the Board of City Commissioners of Wichita, Kansas; and

WHEREAS, the Developer shall be responsible for the construction of parking areas, the development and landscaping of the non-public common areas, the construction of community facilities as the Developer desires and other items enumerated and required under the above mentioned Community Unit Plan; and

WHEREAS, the Developer desires to provide for the maintenance of non-public common areas, parking areas, community facilities, drainage channels, etc. contained in the above described property, as set out in Paragraph 6 under the General Provisions of the Community Unit Plan for Willo-Esque; and

WHEREAS, the Developer deems it desirable, in order to provide for the orderly maintenance and preservation of the values

of said property, to create a "Home Owners Association" which would be delegated and assigned the power of maintaining and providing for the maintenance of the areas above referred to and for enforcing the agreements, covenants and restrictions hereinafter set forth and for collecting and disbursing the assessments and charges hereinafter provided for;

NOW, THEREFORE, the Developer declares that the property hereinbefore described shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, charges, and liens hereinafter set forth:

1. MEMBERSHIP

A. Every person or entity who is a record owner of the fee or of an undivided fee interest in any lot or block contained within the above description shall be a member of said association. The owner of each lot designated as Single Family Cluster in Parcels 2, 3 and 4, shall have three votes per lot owned, in the election of the Board of Directors. Should any one lot be owned by more than one person, the owners shall jointly cast three votes. The owners of each lot designated in Parcel number 1 as Patio Homes, shall be entitled to one vote per lot. If two or more owners own the same lot, they shall collectively cast one vote. The owners of the Garden Apartments and of the Town Houses, as designated in Parcel 1, shall each be entitled to one vote for each apartment or separate living quarters located within the Garden Apartments or the Town Houses. Until such time as the Garden Apartments and the Town Houses are constructed as contemplated by the Community Unit Plan of Willow Esque, the owner of each lot in Parcel 1 designated for Patio Homes and the owner of each lot in Parcels 2, 3, and 4 shall have

one (1) vote for each lot toward the election of a Board of Directors.

B. The Developer shall serve as the sole director of said association, having all powers, duties and responsibilities of the Board of Directors as subsequently provided for, until such time as there are at least 200 living units constructed within the captioned property. The Developer, however, may waive this right, in which event a Board of Directors as subsequently provided for shall be formed.

2. BOARD OF DIRECTORS

A. The association shall be governed by a Board of Directors consisting of three (3) members who are elected by those members entitled to vote as hereinbefore set forth, subject to the limitation set out in the preceding paragraph. The Board of Directors shall elect from its members one who shall serve as Chairman of the Board of Directors and who shall preside at all meetings at which he is present and shall fulfill all duties of the Chairman. The Chairman is responsible for the calling of such meetings of the membership and of the Board of Directors as herein provided.

B. The membership shall hold an annual meeting for the purpose of electing the Board of Directors, which annual meeting shall be held on the second Tuesday of May each year. Mailed notice shall be sent to all members or owners under the provisions of this agreement not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting.

C. The membership, upon a majority of the votes cast by the members present and voting at any annual meeting may authorize and direct the incorporation of the association as a non-profit

corporation under the laws of the State of Kansas. Votes shall be cast by the membership in the same number and manner as if they were voting for a member of the Board of Directors as above set forth.

3. POWER OF THE BOARD OF DIRECTORS

A. The Board of Directors shall provide for the maintenance of non-public common areas, including lighting, sidewalk, parking areas, community facilities, drainage areas, etc. contained in the above described property as mentioned in Paragraph 6, under "General Provisions" for the Community Unit Plan on file with the City of Wichita. Any additional power of the Board of Directors is limited to providing maintenance and upkeep of the improvements installed by the Developer in the non-public common areas, keeping the non-public common open areas mowed, trees trimmed and to provide police protection for the non-public common areas. However, the Board of Directors shall have the power to promulgate rules and regulations as to the use of all non-public common areas and facilities, and to provide an enforcement of the rules and regulations.

B. The Board of Directors may call such special meetings from time to time as shall be in the best interest of the association, and written notice of said special meetings shall be mailed, stating the date, time, and place at least seven (7) days before said meeting. A quorum required for any action authorized hereunder shall be the Developer, or if there are at least three (3) members of the Board of Directors, a quorum shall consist of a majority of the Board of Directors.

4. MAINTENANCE AND ASSESSMENTS.

A. The Developer and such owner of any interest in and to any parcel contained within the above described real property,

BLAIR, MATLACK, ROIGER, HILL & SCOTT, P.A.

Attorneys at Law
301 NORTH MARKET
WICHITA, KANSAS 67202
201-7516

upon acceptance of a deed therefor, whether or not said deed shall so express, shall be deemed to covenant and agree to pay to the association, such annual assessments or charges and such special assessment or charges as shall be fixed, established and levied for the property maintenance and other authorized expenses as determined by the Board of Directors. Such annual and special assessments shall be due thirty (30) days after the mailed written notification of said assessment. If not paid within said thirty (30) days the Board of Directors shall file a notice with the Register of Deeds of Sedgwick County, Kansas, setting forth that said assessment has not been paid, the amount thereof and a legal description of the property upon which a lien is claimed for said amount. That upon the filing of said notice, said assessment shall become a charge and continuing lien upon the property described in said notice and subject to foreclosure as the law provides for mortgages. That upon the payment of said assessment and lien the Board of Directors shall file a satisfaction of said lien with the Register of Deeds properly identifying the lien and the legal description of the property upon which it is claimed. Each assessment, together with any interest thereon, shall be a personal obligation of the persons who are the owners of such property at the time the assessment is made.

The assessments levied by the association shall be used exclusively for the purpose of proper maintenance, other authorized expenses and enforcement of this agreement and any other restrictive covenants that may be on the above described property. The assessment shall be only that necessary for one (1) year's expenses as above set out.

B. After the construction of the Town Houses and Garden Apartments as shown on the Community Unit Plan for Willo-Esque,

the assessments shall be levied as follows: The maximum annual assessment for each lot designated in Parcels 2, 3 and 4 and designated as Single Family Clusters, shall not exceed $1/224$ of $3/4$ of the total annual costs of the operation of the association. The maximum annual assessment for each dwelling unit located in Parcel number 1 and designated as Garden Apartments, Town Houses and Patio Homes, shall not exceed $1/287$ of $1/4$ of the total annual cost of operation of the association for each dwelling unit owned or contemplated. As used herein, dwelling unit shall include each lot designated in Parcel 1 and each separate living unit or apartment designated by the Community Unit Plan as Garden Apartments and Town Houses, it being contemplated that there shall be 160 Garden Apartments and 70 Town House Units.

C. Until such time as the Town Houses and Garden Apartments are constructed, the owner of the land designated for the construction shall not be required to contribute to the assessments for the maintenance and expenses of the association. Each lot in Parcels 2, 3, and 4, and the 57 lots in Parcel 1 designated as Patio Homes shall each pay $1/281$ st of the total assessment as required by the association.

D. In the event the Developer or the Home Owners Association, shall at any time fail to maintain the open space or fail to fulfill any other obligation imposed upon the Home Owners Association, the City of Wichita may serve written notice upon the Home Owners Association or upon the residents and owners of the above described Community Unit Plan, setting forth the manner in which the Home Owners Association has failed to fulfill its obligation. If such notice is given it shall include a statement as to what obligation the Association has failed to fulfill and shall state a reasonable

time in which the association may fulfill the obligation complained of. If said complaint is not cured within the time specified, the City of Wichita, in order to preserve the taxable values of the properties within the Community Unit Plan and to prevent the non-public common open space from becoming a public nuisance, may enter upon said common place and maintain the same and perform the other duties of the association until such association shall again resume its obligations. All costs incurred by the City of Wichita in carrying out the obligations of the Home Owners Association shall be assessed against the properties within the Community Unit Plan and shall become a tax lien on said properties.

5. GENERAL PROVISIONS.

A. Subject to all rules and regulations promulgated by the Board of Directors concerning the use of non-public common properties, every member of the Home Owners Association and every tenant of the Garden Apartments and Town Houses, as designated in Parcel number 1 shall have a right and easement of enjoyment in and to the non-public common properties, and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

B. Should the area designated for the Garden Apartments and/or Town Houses be developed in some other manner than as specified on the Community Unit Plan of Willo-Esque, the Board of Directors shall grant such voting rights and assess such assessments to the land modified as will insure an equal participation and equal responsibility for the operation and expenses of the association.

C. The Developer may maintain the legal title to any portion of the non-public common properties until such time as he has completed improvements thereon and until such time as,

in the opinion of the Developer, the association is able to maintain the same; but, notwithstanding any provision herein, the Developer covenants for himself, his heirs and assigns, that he will convey the common properties to the association not later than January 1, 1982, unless excused from so doing by the association.

D. The Developer shall be the sole judge as to what improvements are to be constructed upon the non-public common properties and the location, design and time of construction of improvements so made.

E. The covenants and restrictions of this agreement shall run with and be binding on the land, and shall inure to the benefit of and be enforceable by the association, or the owner of any land subject to this declaration, or their respective legal representatives, or successors, and assigns, or any public body responsible for the enforcement of the Community Unit Plan provisions.

F. Enforcement of these covenants and restrictions and agreements shall be by any proceeding at law or in equity against any person or persons or entity violating or attempting to violate any covenant, agreement, or restriction, either to restrain violation, or to recover damages, and against the land to enforce any lien created by these covenants; and the failure by the association or any owner to enforce any covenant or agreement or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

G. The invalidity of any one of the covenants, agreements, or restrictions contained herein by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

H. Only that portion of the captioned real estate which has been platted in substantial conformity to the Community Unit Plan known as Willo-Esque shall be subject to any of the provisions of this agreement. It being understood that when any portion of the captioned real estate is so platted by filing a final plat with the Register of Deed's office, said portion shall immediately become subject to the provisions of this agreement.

Until such time as all the captioned property has been so platted by one or more plats, the Board of Directors shall grant such voting rights and assess such assessments to the real estate so platted and subjected to this agreement as will insure an equal participation in the operation and an equal responsibility for the expenses of the association.



L. C. INVESTMENT, INC.

By Ronald F. Lane
Ronald F. Lane, President

ATTEST:

Archie Conduff
Archie Conduff, Secretary

PROTECTIVE COVENANTS

WILLO-ESQUE FIRST

DECLARATION OF PROTECTIVE COVENANTS applying to the following described real estate, to-wit:

Lots numbered 1 through 35, Block A; and Lots numbered 1 through 4, Block B, in Willo-Esque First, an addition to Wichita, Sedgwick County, Kansas.

The restrictions hereinafter set forth shall be filed in the office of the Register of Deeds of Sedgwick County, Kansas, and shall be applied in full to all of the lots above mentioned and described, except as hereinafter stated, and all deeds to said lots shall be subject to the provisions hereof:

1. Run with the Land. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1997, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of said lots covered by these covenants, it is agreed to change said covenants in whole or in part.

2. Enforcement. In the event of the violation or the attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the lots covered by these covenants or any home owners association to which the above captioned property is subject, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

3. Invalidation. Invalidation of one of these covenants by judgment or court order shall in no wise affect any of the other

provisions which shall remain in full force and effect.

4. Residential Lots. All lots covered by these covenants shall be known as residential lots and no structure shall be erected, altered, placed or permitted to remain on any building site, subject to these restrictions and covenants, other than one new detached single family dwelling, for private use, and other buildings incidental to residential use of the premises. All of said buildings shall be subject to the architectural control committee as hereinafter set forth.

5. Set Back Lines. No buildings shall be located on any residential lot nearer the front lot line than the set back line shown on the recorded Plat. No part of any detached single family dwelling shall be less than six (6) feet from any side interior lot line.

6. No Businesses a Nuisance. It is hereby provided that no retail, wholesale, manufacturing, repair, or service business, shall be permitted on any building site or in any detached single family dwelling or pertinent structure erected thereon, even though it does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become an annoyance or nuisance to the neighborhood, shall be carried on upon any building site or on any detached single family dwelling or pertinent structures erected thereon.

7. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to size, quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography, finished grade elevation, and side yard requirements.

No fence, mass planting, or wall shall be erected, placed, or altered on any lot unless similarly approved. All living area exterior glass shall be double glazed or each glass shall have a storm pane. The living area exterior doors to the residence shall be solid core. Insulation of the exterior walls in the living area portion of the residence shall be full thick insulation. The ceiling of the living area of the residence shall have six (6) inch thick insulation.

8. Architectural Control Committee.

a. Membership. The Architectural Control Committee shall be composed of Ronald F. Lane, Archie Conduff and Richard V. Foote. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after January 1, 1982, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee, or withdraw from the committee or restore to it, any of its powers and duties.

b. Procedure. The committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the restrictions had been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied

with. It is provided further that L. C. Investment, Inc., its successors or assigns, or the members of the Architectural Control Committee, their successors or assigns, shall not be liable in damages to any one so submitting plans for approval, or to any other owner or owners of land covered by this instrument by reason of mistaken judgment, neglect, or nonfeasance of itself, their agents or employees arising out of or in connection with, the approval or disapproval, or failure to approve any such plans. Likewise any one so submitting plans to the Architectural Control Committee for approval, by submitting such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover for any such damages against L. C. Investment, Inc. or its successors or the Architectural Control Committee.

9. Overhead Wires Prohibited. No power, electric service or telephone service connection lines may be erected or maintained above the surface of the ground on any of the lots of the above described property.

10. Outside Antenna Prohibited. No radio or television transmitting or receiving antenna may be erected or maintained outside of any residence or on any of said lots without the written consent of L. C. Investment, Inc.

11. No tank for the storage of fuel may be maintained above the surface of the ground on any of the described lots.

12. No animals, livestock or poultry may be kept or maintained on any of said lots, except that dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

13. No sign, advertisement, billboards or advertising structures of any kind may be erected or maintained on any of said lots without the written consent in writing of L. C. Investment, Inc., provided however that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or for lease the lot or tract upon which it is erected.

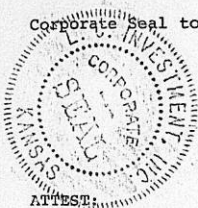
14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers which shall be screened and blocked from view by a wall or fence not exceeding four (4) feet in height, which design shall conform to the general architecture of the dwelling house which it services.

15. No trucks, machinery, trailers or other equipment shall be customarily or habitually parked, kept or stored on any streets or in the yards around any of the buildings within the above described real property, except a camper trailer or boat may be stored on a concrete slab which is no closer to the front lot line than the building set back line shown on the recorded Plat.

16. No fence, mass planting, or wall located on the rear lot line of any lot covered by these restrictions shall exceed four (4) feet in height and shall be subject to the control of Architectural Control Committee.

17. The owner of each lot shall maintain a friendship light on the rear property line at a point and of a design which is approved by the Architectural Control Committee.

IN WITNESS WHEREOF, L. C. Investment, Inc. by authority of its Board of Directors, has caused these covenants to be executed by its President and attested by its Secretary and its Corporate Seal to be affixed this 23rd day of February, 1972.



L. C. INVESTMENT, INC.

By Ronald F. Lane
President

By Cherie W. Condiff
Secretary

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of February, 1972, personally appeared Ronald F. Lane, President of L. C. Investment, Inc. a Kansas corporation, 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 said person duly acknowledged the execution of the same, to be the free act and deed of said corporation.

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



Sandra Lawson
Notary Public

Commission Expires:
SANDRA LAWSON
Notary Public
My Commission Expires Mar. 11, 1973

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

PHONE 272-0611 — AREA CODE 316
CITY BUILDING ANNEX
104 S. MAIN ST.
WICHITA, KANSAS 67202

February 15, 1972

Mr. John Blair
Attorney at Law
301 North Market
Wichita, Kansas 67202

Subject: S/D 71-84 - Final Plat
of Willo-Esque and associated
CUP DP-42.

Dear Mr. Blair:

We have reviewed the drafts of the applicant's proposed Home Owners Association Agreement, and Protective Covenants, which have been submitted in conjunction with the above captioned matters. We recommend that the following comments be considered for amendments and/or inclusion in the drawing of the final instruments:

HOME OWNERS ASSOCIATION AGREEMENT

1. We presume the applicants have acquired all of the land included within the CUP, and in accordance with the abstract ownership list submitted with said plan, they are the owner of the real property involved. Therefore, we feel that the introductory remarks preceding the legal description on page 1 should delete "proposes to acquire", and refer to the Developer, who is subjecting the real property to the Agreement, as in fact being the owner of the property.
2. The entire Agreement is structured in light of the Willo-Esque Community Unit Plan. Therefore, the wording should be amended where necessary to make reference to the appropriate "Parcels" 1, 2, 3, etc. as setforth on the approved CUP, rather than a "Block" reference as now drafted. It appears such a change is necessary in 1.A., page 2; 4.B., page 5 and 6; 4.C., page 6; and 5.A., page 7.

Page 2
February 15, 1972

PROTECTIVE COVENANTS

1. The draft needs to be changed insofar as the legal description of the real estate. I would suggest referencing it to "that being platted as" Willo-Esque First, Wichita, Sedgwick County, Kansas. Also, refer to the appropriate Block and Lot designations from the final plat.
2. I would suggest that you qualify paragraph #5 (page 2) so as to clearly define the 6 feet setback as applying to a "side" interior lot line, and not perhaps confusing same with the required minimum back yard setback of 20 feet indicated on the approved CUP.
3. We recommend consideration of additional measures to be included to help reduce or abate noise from aircraft using the surrounding navigable airspace, and to improve the living units as being more livable. It might be possible to reference construction standards and accepted measures set forth in an authoritative and recognized publication. I believe one such publication, which might be appropriate, is on loan to the applicants or one of their representatives, the name of which at present escapes me.

If you should have any further questions or would like to discuss revised wording of the sections above mentioned, please call.

Very truly yours,

John D. Gist
Principal Planner

JDG:rme

cc: Dick Foote, 301 North Market, 67202
L. C. Investment, Inc., 6827 East Harry, 67207
X CUP, DP-42 file

DRAFT



HOME OWNERS ASSOCIATION AGREEMENT
(As required by Paragraph 6 - General Provisions
Willo-Esque Addition Community Unit Plan)

THIS DECLARATION, made this ____ day of _____, 197__,
by L. C. Investment, Inc., hereinafter called "Developer,"

WITNESSETH:

WHEREAS, Developer proposes to acquire and develop all of
the real property legally described as follows:

The Southwest Quarter, Section 22, Township 27 South,
Range 1 West of the 6th Principal Meridian in Sedgwick
County, Kansas, except two tracts described as follows:

1. The South 1,575.98 feet of the East 804.21 feet of
said Southwest Quarter, Section 22, Township 27 South,
Range 1 West; and
2. The South 600 feet of the West 500 feet of said South-
west Quarter, Section 22, Township 27 South, Range 1 West,

under and in accordance with the maps, plans, drawings and pro-
visions of Willo-Esque Community Unit Plan, heretofore approved
by the Board of City Commissioners of Wichita, Kansas; and

WHEREAS, the Developer shall be responsible for the construction
of parking areas, the development and landscaping of the non-
public common areas, the construction of community facilities as
the Developer desires and other items enumerated and required
under the above mentioned Community Unit Plan; and

WHEREAS, the Developer desires to provide for the maintenance
of non-public common areas, parking areas, community facilities,
drainage channels, etc. contained in the above described
property, as set out in Paragraph 6 under the General Provisions
of the Community Unit Plan for Willo-Esque; and

WHEREAS, the Developer deems it desirable, in order to pro-
vide for the orderly maintenance and preservation of the values

of said property, to create a "Home Owners Association" which would be delegated and assigned the power of maintaining and providing for the maintenance of the areas above referred to and for enforcing the agreements, covenants and restrictions hereinafter set forth and for collecting and disbursing the assessments and charges hereinafter provided for;

NOW, THEREFORE, the Developer declares that the property hereinbefore described shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, charges, and liens hereinafter set forth:

1. MEMBERSHIP

Parcels vs. blocks

A. Every person or entity who is a record owner of the fee or of an undivided fee interest in any lot or block contained within the above description shall be a member of said association. The owner of each lot designated as Single Family Cluster in Blocks 2, 3 and 4, shall have three votes per lot owned, in the election of the Board of Directors. Should any one lot be owned by more than one person, the owners shall jointly cast three votes. The owners of each lot designated in Block number 1 as Patio Homes, shall be entitled to one vote per lot. If two or more owners own the same lot, they shall collectively cast one vote. The owners of the Garden Apartments and of the Town Houses, as designated in Block 1, shall each be entitled to one vote for each apartment or separate living quarters located within the Garden Apartments or the Town Houses. Until such time as the Garden Apartments and the Town Houses are constructed as contemplated by the Community Unit Plan of Willo-Esque, the owner of each lot in Block 1 designated for Patio Homes and the owner of each lot in Blocks 2, 3, and 4 shall have one (1) vote for each lot toward the election of a Board of

Directors.

B. The Developer shall serve as the sole director of said association, having all powers, duties and responsibilities of the Board of Directors as subsequently provided for, until such time as there are at least 200 living units constructed within the captioned property. The Developer, however, may waive this right, in which event a Board of Directors as subsequently provided for shall be formed.

2. BOARD OF DIRECTORS

A. The association shall be governed by a Board of Directors consisting of three (3) members who are elected by those members entitled to vote as hereinbefore set forth, subject to the limitation set out in the preceding paragraph. The Board of Directors shall elect from its members one who shall serve as Chairman of the Board of Directors and who shall preside at all meetings at which he is present and shall fulfill all duties of the Chairman. The Chairman is responsible for the calling of such meetings of the membership and of the Board of Directors as herein provided.

B. The membership shall hold an annual meeting for the purpose of electing the Board of Directors, which annual meeting shall be held on the second Tuesday of May each year. Mailed notice shall be sent to all members or owners under the provisions of this agreement not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting.

C. The membership, upon a majority of the votes cast by the members present and voting at any annual meeting may authorize and direct the incorporation of the association as a non-profit corporation under the laws of the State of Kansas. Votes shall be cast by the membership in the same number and manner as if

they were voting for a member of the Board of Directors as above set forth.

3. POWER OF THE BOARD OF DIRECTORS

A. The Board of Directors shall provide for the maintenance of non-public common areas, including lighting, sidewalk, parking areas, community facilities, drainage areas, etc. contained in the above described property as mentioned in Paragraph 6, under "General Provisions" for the Community Unit Plan on file with the City of Wichita. Any additional power of the Board of Directors is limited to providing maintenance and upkeep of the improvements installed by the Developer in the non-public common areas, keeping the non-public common open areas mowed, trees trimmed and to provide police protection for the non-public common areas. However, the Board of Directors shall have the power to promulgate rules and regulations as to the use of all non-public common areas and facilities, and to provide an enforcement of the rules and regulations.

B. The Board of Directors may call such special meetings from time to time as shall be in the best interest of the association, and written notice of said special meetings shall be mailed, stating the date, time, and place at least seven (7) days before said meeting. A quorum required for any action authorized hereunder shall be the Developer, or if there are at least three (3) members of the Board of Directors, a quorum shall consist of a majority of the Board of Directors.

4. MAINTENANCE AND ASSESSMENTS.

A. The Developer and such owner of any interest in and to any parcel contained within the above described real property, upon acceptance of a deed therefor, whether or not said deed shall so express, shall be deemed to covenant and agree to pay

to the association, such annual assessments or charges and such special assessment or charges as shall be fixed, established and levied for the property maintenance and other authorized expenses as determined by the Board of Directors. Such annual and special assessments shall be due thirty (30) days after the mailed written notification of said assessment. If not paid within said thirty (30) days the Board of Directors shall file a notice with the Register of Deeds of Sedgwick County, Kansas, setting forth that said assessment has not been paid, the amount thereof and a legal description of the property upon which a lien is claimed for said amount. That upon the filing of said notice, said assessment shall become a charge and continuing lien upon the property described in said notice and subject to foreclosure as the law provides for mortgages. That upon the payment of said assessment and lien the Board of Directors shall file a satisfaction of said lien with the Register of Deeds properly identifying the lien and the legal description of the property upon which it is claimed. Each assessment, together with any interest thereon, shall be a personal obligation of the persons who are the owners of such property at the time the assessment is made.

The assessments levied by the association shall be used exclusively for the purpose of proper maintenance, other authorized expenses and enforcement of this agreement and any other restrictive covenants that may be on the above described property. The assessment shall be only that necessary for one (1) year's expenses as above set out.

B. After the construction of the Town Houses and Garden Apartments as shown on the Community Unit Plan for Willo-Esque, the assessments shall be levied as follows: The maximum annual assessment for each lot designated in Blocks 2, 3 and 4 and

*Parcel
No.
checked*

designated as Single Family Clusters, shall not exceed 1/224 of 3/4 of the total annual costs of the operation of the association. The maximum annual assessment for each dwelling unit located in Block number 1 and designated as Garden Apartments, Town Houses and Patio Homes, shall not exceed 1/287 of 1/4 of the total annual cost of operation of the association for each dwelling unit owned or contemplated. As used herein, dwelling unit shall include each lot designated in Block 1 and each separate living unit or apartment designated by the Community Unit Plan as Garden Apartments and Town Houses, it being contemplated that there shall be 160 Garden Apartments and 70 Town House Units.

Parade vs. Block

C. Until such time as the Town Houses and Garden Apartments are constructed, the owner of the land designated for the construction shall not be required to contribute to the assessments for the maintenance and expenses of the association. Each lot in Blocks 2, 3, and 4, and the 57 lots in Block 1 designated as Patio Homes shall each pay 1/287th of the total assessment as required by the association.

Parade vs. Block

D. In the event the Developer or the Home Owners Association, shall at any time fail to maintain the open space or fail to fulfill any other obligation imposed upon the Home Owners Association, the City of Wichita may serve written notice upon the Home Owners Association or upon the residents and owners of the above described Community Unit Plan, setting forth the manner in which the Home Owners Association has failed to fulfill its obligation. If such notice is given it shall include a statement as to what obligation the Association has failed to fulfill and shall state a reasonable time in which the association may fulfill the obligation complained of. If said complaint is not cured within the time specified,

the City of Wichita, in order to preserve the taxable values of the properties within the Community Unit Plan and to prevent the non-public common open space from becoming a public nuisance, may enter upon said common place and maintain the same and perform the other duties of the association until such association shall again resume its obligations. All costs incurred by the City of Wichita in carrying out the obligations of the Home Owners Association shall be assessed against the properties within the Community Unit Plan and shall become a tax lien on said properties.

5. GENERAL PROVISIONS.

Parcel vs. block

A. Subject to all rules and regulations promulgated by the Board of Directors concerning the use of non-public common properties, every member of the Home Owners Association and every tenant of the Garden Apartments and Town Houses, as designated in Block number 1 shall have a right and easement of enjoyment in and to the non-public common properties, and such easement shall be appurtenant to and shall pass with the title to every lot or living unit.

B. Should the area designated for the Garden Apartments and/or Town Houses be developed in some other manner than as specified on the Community Unit Plan of Willo-Esque, the Board of Directors shall grant such voting rights and assess such assessments to the land modified as will insure an equal participation and equal responsibility for the operation and expenses of the association.

C. The Developer may maintain the legal title to any portion of the non-public common properties until such time as he has completed improvements thereon and until such time as, in the opinion of the Developer, the association is able to maintain the same; but, notwithstanding any provision herein,

the Developer covenants for himself, his heirs and assigns, that he will convey the common properties to the association not later than January 1, 1982, unless excused from so doing by the association.

D. The Developer shall be the sole judge as to what improvements are to be constructed upon the non-public common properties and the location, design and time of construction of improvements so made.

E. The covenants and restrictions of this agreement shall run with and be binding on the land, and shall inure to the benefit of and be enforceable by the association, or the owner of any land subject to this declaration, or their respective legal representatives, or successors, and assigns, or any public body responsible for the enforcement of the Community Unit Plan provisions.

F. Enforcement of these covenants and restrictions and agreements shall be by any proceeding at law or in equity against any person or persons or entity violating or attempting to violate any covenant, agreement, or restriction, either to restrain violation, or to recover damages, and against the land to enforce any lien created by these covenants; and the failure by the association or any owner to enforce any covenant or agreement or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

G. The invalidity of any one of the covenants, agreements, or restrictions contained herein by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

ATTEST:

.....
Archie Conduff, Secretary

BLAIR, MATLACK, RICE, FORTTE & LAMIDDIN, P.A.
Attorneys at Law
301 NORTH MARKET
WICHITA, KANSAS 67202
511 7500

H. 2 → see attachment in plat file 51071-84
L. C. INVESTMENT, INC.

By
Ronald F. Lane, President

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this ___ day of _____, 197__, personally appeared Ronald F. Lane, President of L. C. Investment, Inc., a Kansas corporation, 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 said person duly acknowledged the execution of the same, to be the free act and deed of said corporation.

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

.....

Notary Public

My Commission Expires:

.....

DRAFT



PROTECTIVE COVENANTS

DECLARATION OF PROTECTIVE COVENANTS applying to the following described real estate, to-wit:

*Legal no
Final plat*

Lots numbered 1 through 35, Block 4; and lots 1, 109, 110, and 111, Block 2, Willo-Esque, an addition to Wichita, Sedgwick County, Kansas.

The restrictions hereinafter set forth shall be filed in the office of the Register of Deeds of Sedgwick County, Kansas, and shall be applied in full to all of the lots above mentioned and described, except as hereinafter stated, and all deeds to said lots shall be subject to the provisions hereof:

1. Run with the Land. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1997, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of said lots covered by these covenants, it is agreed to change said covenants in whole or in part.

2. Enforcement. In the event of the violation or the attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in the lots covered by these covenants or any home owners association to which the above captioned property is subject, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

3. Invalidation. Invalidation of one of these covenants by judgment or court order shall in no wise affect any of the other

provisions which shall remain in full force and effect.

4. Residential Lots. All lots covered by these covenants shall be known as residential lots and no structure shall be erected, altered, placed or permitted to remain on any building site, subject to these restrictions and covenants, other than one new detached single family dwelling, for private use, and other buildings incidental to residential use of the premises. All of said buildings shall be subject to the architectural control committee as hereinafter set forth.

5. Set Back Lines. No buildings shall be located on any residential lot nearer the front lot line than the set back line shown on the recorded Plat. No part of any detached single family dwelling shall be less than six (6) feet from any interior lot line.

6. No Businesses a Nuisance. It is hereby provided that no retail, wholesale, manufacturing, repair, or service business, shall be permitted on any building site or in any detached single family dwelling or pertinent structure erected thereon, even though it does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become an annoyance or nuisance to the neighborhood, shall be carried on upon any building site or on any detached single family dwelling or pertinent structures erected thereon.

7. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to size, quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography, finished grade elevation, and side yard requirements.

No fence, mass planting, or wall shall be erected, placed, or

*side yard
only*

altered on any lot unless similarly approved. All living area exterior glass shall be double glazed or each glass shall have a storm pane. The living area exterior doors to the residence shall be solid core. Insulation of the exterior walls in the living area portion of the residence shall be full thick insulation. The ceiling of the living area of the residence shall have six (6) inch thick insulation.

*need more for
noise abatement*

8. Architectural Control Committee.

a. Membership. The Architectural Control Committee shall be composed of Ronald F. Lane, Archie Conduff and _____ . A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after January 1, 1982, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee, or withdraw from the committee or restore to it, any of its powers and duties.

b. Procedure. The committee's approval or disapproval as required by these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the restrictions had been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied

with. It is provided further that L. C. Investment, Inc., its successors or assigns, or the members of the Architectural Control Committee, their successors or assigns, shall not be liable in damages to any one so submitting plans for approval, or to any other owner or owners of land covered by this instrument by reason of mistaken judgment, neglect, or nonfeasance of itself, their agents or employees arising out of or in connection with, the approval or disapproval, or failure to approve any such plans. Likewise any one so submitting plans to the Architectural Control Committee for approval, by submitting such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover for any such damages against L. C. Investment, Inc. or its successors or the Architectural Control Committee.

9. Overhead Wires Prohibited. No power, electric service or telephone service connection lines may be erected or maintained above the surface of the ground on any of the lots of the above described property.

10. Outside Antenna Prohibited. No radio or television transmitting or receiving antenna may be erected or maintained outside of any residence or on any of said lots without the written consent of L. C. Investment, Inc.

11. No tank for the storage of fuel may be maintained above the surface of the ground on any of the described lots.

12. No animals, livestock or poultry may be kept or maintained on any of said lots, except that dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

13. No sign, advertisement, billboards or advertising structures of any kind may be erected or maintained on any of said lots without the written consent in writing of L. C. Investment, Inc., provided however that permission is hereby granted for the erection and maintenance of not more than one (1) advertising board on each lot or tract as sold and conveyed, which advertising board shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or for lease the lot or tract upon which it is erected.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers which shall be screened and blocked from view by a wall or fence not exceeding four (4) feet in height, which design shall conform to the general architecture of the dwelling house which it services.

15. No trucks, machinery, trailers or other equipment shall be customarily or habitually parked, kept or stored on any streets or in the yards around any of the buildings within the above described real property, except a camper trailer or boat may be stored on a concrete slab which is no closer to the front lot line than the building set back line shown on the recorded Plat.

16. No fence, mass planting, or wall located on the rear lot line of any lot covered by these restrictions shall exceed four (4) feet in height and shall be subject to the control of the Architectural Control Committee.

17. The owner of each lot shall maintain a friendship light on the rear property line at a point and of a design which is

approved by the Architectural Control Committee.

BLAIR, MATLACK, RUGG, FOOTE & LANBORN, P.A.

Attorneys at Law
301 NORTH MARKET
WICHITA, KANSAS 67202
263-7516

IN WITNESS WHEREOF, L. C. Investment, Inc. by authority of its Board of Directors, has caused these covenants to be executed by its President and attested by its Secretary and its Corporate Seal to be affixed this ___ day of _____, 197__.

L. C. INVESTMENT, INC.

By _____
President

ATTEST:

By _____
Secretary

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this ___ day of _____, 197__, personally appeared Ronald F. Lane, President of L. C. Investment, Inc. a Kansas corporation, 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 said person duly acknowledged the execution of the same, to be the free act and deed of said corporation.

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

Notary Public

My Commission Expires:

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

PHONE 262-0811 — AREA CODE 316
CITY BUILDING ANNEX
104 S. MAIN ST.
WICHITA, KANSAS 67202

February 10, 1972

Mr. John Blair
Attorney at Law
301 North Market
Wichita, Kansas 67202

Subject: S/D 71-84 - Final Plat of
Willo-Esque and associated CUP DP-42

Dear Mr. Blair:

We have completed our review of the proposed easement, concerning the grant of avigational rights for use of the navigable airspace, submitted in conjunction with the above captioned matters. Your draft has also been forwarded to, and reviewed by, the City's Park and Law departments. The final instrument may now be prepared for execution by L. C. Investment, Inc., subject to the following amendments being incorporated therein.


1. Inserting the word is between the first two words on the second line of the first paragraph, which presumably was your intent.
2. Deleting the sentence immediately following the legal description, and inserting in lieu thereof, the following:

"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.

Page 2 - John Blair
February 10, 1972

We trust this is sufficient to permit the drawing of the final instrument, and when same has been executed it should be submitted to the Planning Department for forwarding with the plat to the City Commission

Sincerely,


John D. Gist
Principal Planner

JDG:ls
cc Dick Foote, 301 North Market 67202
L. C. Investment, Inc., 6827 East Harry 67207
John Dekker, Director of Law Department
H. Jay Setter, Director, Park Department
(CUP DP-42 file)

THE CITY OF WICHITA

OFFICE OF LAW DEPARTMENT

DATE December 30, 1971



TO John Dekker, Director of Law

FROM Bernard V. Borst, Assistant City Attorney

SUBJECT Avigational Easement

file DP-42



In response to your request for comments on the avigational easement covering DP-42-Willo-Esque C. U. P. at the northeast corner of Ridge Road and Maple, attached hereto you will find the comments of H. Jay Setter, Acting Director of the Board of Park Commissioners.

In discussing Mr. Setter's comments with him, he expressed concern that the proposed easement did not cover claims for damages by property owners for invasion of noise which would interfere with the landowner's use of the surface rights, which the owner retained, and with inverse condemnation. In an attempt to cope with these problems, I would suggest that the following language be inserted in the proposed avigational easement:

"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."

The above proposed language would be inserted immediately following the description of the real property in the proposed easement. By this proposed clause we have attempted to provide that the easement will run with the land by making it apply to the grantor and his successors in interest; to avoid any later defense by an individual purchaser that the easement would run only to the large tract and not to smaller divisions thereof, we have provided that the easement apply to an interest to any and all of the real property described; to assure the grantor that he is not waiving any claims against private individuals for noise, interference or other claim of damage as a result of overflying aircraft, we are restricting the application of the easement to run to the benefit of only the public authority.

John Dekker

- 2 -

12/30/71

If you have additional questions after considering the proposed paragraph for insertion into the easement, I will be glad to discuss them with you.

Bernard V. Borst
Assistant City Attorney

BVB:cg

cc: H. Jay Setter, Acting Director, Board of Park Commissioners
Robert Lakin, Director of Planning

DRAFT

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which hereby acknowledged, that L. C. Investment, Inc., a corporation organized and existing under and by virtue of the laws of the State of Kansas, 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, towit:

The Southwest Quarter, Section 22, Township 27 South, Range 1 West, except the South 1575.98 feet of the East 804.21 feet thereof, Sedgwick County, Kansas.

This easement does not grant or convey any surface 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, L. C. Investment, Inc. by authority of its Board of Directors, has caused this instrument to be executed



BLAIR, MATLACK, BIGG, FORTY & LAMMIDIN, P.A.
Attorneys at Law
301 NORTH MARKET
WICHITA, KANSAS 67202
261-7436

by its President, and its corporate seal to be affixed, this ____
day of _____, 197__.

L. C. INVESTMENT, INC.

By _____
Ronald F. Lane, President

ATTEST:

By _____
Archie Conduff, Secretary

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BEFORE ME, the undersigned, a Notary Public, within and
for said County and State, on this ____ day of _____,
197__, personally appeared Ronald F. Lane, President of L. C.
Investment, Inc., a Kansas corporation, 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
said person duly acknowledged the execution of the same, to
be the free act and deed of said corporation.

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

Notary Public

My Commission Expires:

November 19, 1971

Robert Feldner, Superintendent of Central Inspection

Jack H. Galbraith, Chief Planner

DP-42 - Willo-Esque CUP - At the northeast corner of Maple and Ridge Road

The Board of City Commissioners at their regular meeting of November 16, 1971, considered the above captioned CUP. It was the action of the City Commission to approve the CUP subject to the following conditions:

1. Each parcel shall be platted and the plat recorded with the Register of Deeds prior to the issuance of building permits.
2. Provisions for the guarantee of construction standards shall be submitted for review and approval at the time of platting.
3. An avigational easement for the entire area shall be submitted for review and approval as to form by the Legal Department, and for approval by the Planning Commission at the time of platting.
4. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the governing body, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
5. Any major changes in this development plan shall be resubmitted to the Planning Commission and to the City Commission for its consideration.
6. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for residential development and be binding upon the present owners, their successors and assigns, unless amended.

Please note that no building permits are to be issued on this property until the property is platted. Although the applicant is in the

Page 2 - Robert Feldner
November 19, 1971

process of platting, I expect it will be several months before
the final plat is recorded with the Register of Deeds.

JHG:ls

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

REQUEST FOR APPROVAL OF
RESIDENTIAL COMMUNITY UNIT PLAN

CASE NO. DP-42 CONSIDERED BY MAPC: 10-28-71

REQUEST FOR: Approval of Residential Community Unit Plan

REASON FOR REQUEST (AS PROVIDED BY APPLICANT):

GENERAL LOCATION: Northeast corner of Ridge Road and Maple

LEGAL DESCRIPTION:

The SW 1/4 of Section 22, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, except the east 804.21 feet of the south 1575.98 feet and except the south 600 feet of the west 500 feet.

APPLICANT: L. C. Investments, Inc., 6827 East Harry

COUNSEL FOR APPLICANT: John Blair, Attorney

PROTESTORS (LIST COUNSEL) IF ANY: Chas. Loudenslager, 149 South Ridge Road, spoke in opposition.

SURROUNDING ZONING: To the north, east, south and west is "AA"

LAND USE: Subject property is undeveloped; north is single-family and undeveloped; east is undeveloped and Big Ditch; south and west is single-family.

PLANNING COMMISSION RECOMMENDATION:

KAMEN moved and HENNESSY seconded that the Planning Commission find that the four conditions listed in the zoning ordinance have been satisfied, and the Commission recommends approval of the CUP with the understanding that they are approving the concept of the cluster subdivision and that at the time of platting, the engineering of drainage and utilities may require a redesign of portions of the CUP, and subject to the following conditions:

(See excerpt of Planning Commission minutes of October 28, 1971, attached for conditions.)

VOTE OF PLANNING COMMISSION: Motion carried by a vote of 6 in favor (Kamen, Hennessy, Burnett, Taylor, Blakey and Souders) and 1 opposed (Rising).

ACTION: 1. Approve the CUP as recommended by the Planning Commission, subject to the conditions of platting; or
2. Return the application to the Planning Commission for its reconsideration. The City Commission states the following reasons for its action:

EXCERPT FROM PLANNING COMMISSION MINUTES OF OCTOBER 28, 1971:

20. Case No. DP-42 - L. C. Investments, Inc. requests approval of a Residential Community Unit Plan for property zoned "AA" and legally described as the SW 1/4 of Section 22, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, except the east 804.21 feet of the south 1575.98 feet and except the south 600 feet of the west 500 feet. Generally located at the northeast corner of Maple and Ridge Road.

GALBRAITH outlined the area on the map and reviewed the following staff report:

Comments

1. As permitted under the Residential CUP provisions of the zoning ordinance, the applicant has submitted a preliminary residential development plan for review and recommendation by the Planning Commission. In order for the Planning Commission to recommend approval of a residential CUP, it must find specific evidence and facts showing that the proposed development plan meets the following conditions:
 - a. That the values of the buildings and the character of the property adjoining the area included in such plan will not be adversely affected.
 - b. That such plan is consistent with the intent and purpose of this Chapter (28.04.190.A) to promote public health, safety, morals and general welfare.
 - c. That the buildings shall be used only for residential purposes and the usual accessory uses, such as automobile parking areas, garages and community activities, including churches; and provided that an "IC" district can be established through the regular channels.
 - d. That the average lot area per family contained in this site, exclusive of the area occupied by streets, shall be not less than the lot area per family required by the district in which the development is located.
2. The plan proposes a "cluster" type of development with a combination of garden apartments, townhouses, patio or "O" lot line homes, and single-family residences located on an interior street system of both public streets and private drives. There is good access to two major streets, Ridge Road and Maple, and the proposed density of the development, 511 dwelling units on 126 acres, is in accordance with the maximum allowable in the "AA" Single-family district.
3. In the pre-discussions of this proposal with the applicants and their representatives, three major concerns have been expressed and discussed at length. First, the relationship of the area and the flight cone of the Municipal Airport; second, the type of construction standards which will make the units more liveable; and third, the overall cluster design, including location of streets and sidewalks, open space, drainage and location of utilities will all be discussed separately.
4. When zoning was originally established in the County, because of the flight cone, subject area was designated the least dense "R" Rural Residential classification which permitted residences at one unit for every two acres. When this area was annexed into the City, it came in as "AA" Single-family and the Park and Open Space Element of the Comprehensive Plan designated subject property and a substantial area to the north for park use. Because of the relationship of the proposed development with the flight cone, the Federal Aeronautic Administration (FAA) has recommended that this property not be developed for residential use as the noise level could be the

cause of complaint and legal action by future residents. The FAA further recommended that if development does occur that a detailed analysis of the noise factor be made and appropriate noise reduction features be included in the design of all structures prior to any development taking place.

The Department of Law has suggested that a permanent avigational easement be required over the entire property at the time of platting the first portion of the property, to the public authority authorized by law to own and operate publicly owned airports in Sedgwick County, for the use of navigable airspace as defined by the Federal Aviation Act of 1958. Such a document would advise all purchasers of properties that the airspace above a minimum altitude is reserved to insure safety in take-off and landings of aircraft. A draft easement has been prepared by the Department of Law for review by the Commission and the applicant.

Regarding the recommendation from FAA that a detailed analysis of noise reduction be made and control features be included in the building design, the applicant should conduct such an analysis and be prepared to submit covenants guaranteeing the methods for improving the noise insulation of dwelling units within this area. Again, a publication from the U.S. Department of Housing and Urban Development has been loaned to representatives of the applicant which sets forth ways and costs to insulate homes and reduce the transmission of aircraft noise into the dwelling.

5. A planned unit development of clustered homes is a land subdivision in which common open space is an essential or major element of the development and is owned and maintained by an association of all homeowners. Therefore, it is necessary that Home Association Agreements be provided at the time of platting, for the maintenance of all common areas, parking areas, community facilities, drainage facilities, sidewalks, etc. It is important that a cluster subdivision provide small private yards for outdoor living with a minimum of maintenance chores so that a maximum of time can be spent in the larger common areas designed for outdoor recreational activities.

In the review of the overall plan with representatives of the Engineering, Traffic Engineering and Maintenance-Flood Control Divisions of the Department of Public Works, several questions have been raised relative to the overall design and the availability of open space. The narrow corridor types of open spaces which appear on the plan in Parcels 2, 3 and 4 would be hard to develop for any beneficial recreational use. These narrow spaces appear to be no wider than utility easements, sidewalks are proposed at the rear instead of along public streets and these open spaces will also be used for drainage and some utilities. Careful consideration must be given that these areas are large enough and designed and lighted sufficiently to provide safe access to larger open space areas.

6. The department of Public Works, in their review of the plan, expressed concern with the many overall drainage problems and requested a drainage plan along with the submission of the CUP. They also requested a 25-foot drainage easement along Maple which does not appear on the plan. The applicant has chosen, however, to make the statement under "General Provisions" that "drainage problems shall be resolved at the time of platting." Public Works stresses that inasmuch as drainage problems, because of the type of development proposed, may be costly along with additional costs to serve this type of development with sewer and water, that the applicant should be concerned with these problems now rather than later when platting occurs.
7. The Planning Department has advised the applicants that both A and B Streets should be constructed to collector standards. Only B Street is so indicated. The Traffic Engineering Division has advised that the potential amount of traffic that will

be generated by the proposed development will require that one of the north-south streets be a collector and that it should tie into the east-west collector to the north of subject property. The Traffic Engineer has recommended the redesign of A Street as the continuous collector street from Maple north and that "B" Street be redesigned to T-intersect with A Street.

8. Although the applicant is proposing private sidewalks throughout the open space areas, the staff feels that there is a need for at least a sidewalk on one side of both A and B Streets to provide access for pedestrians to schools on Maple and west on Tyler Road. A detailed sidewalk plan should be required at the time of platting to determine the location of both private and public sidewalks.
9. There are several additions and corrections which need to be made on the plan as follows:
 - a. The plan should indicate plant screening for the parking lot on the west side of B Street at the location of the proposed community center.
 - b. Item #8 under "General Provisions" should be revised to read: "Parking within 15 feet of Ridge Road R.O.W. line and B Street where indicated shall be allowed provided proper screening is installed."
 - c. Item #10 under "General Provisions" should be amended to read that "A detailed sidewalk plan shall be provided at the time of platting and a determination will then be made as to whether or not sidewalks are needed along public streets."
 - d. A statement should be added to the "General Provisions" which reads that: "At the time of platting, a preliminary plat of the entire site shall be submitted for approval."
 - e. Under Parcel #1, add a rear yard setback of 20 feet and a note that "Patio Homes may observe a "0" setback for a maximum of 2 yards." Also under "side yard", a note should be added that "If side yards are provided there shall be at least 10 feet between structures."
 - f. Item #7 under "General Provisions" should be expanded by adding: "At the time of platting, a drainage plan shall be submitted for approval for the entire area."
10. The Planning Commission may desire to consider deferring consideration of this CUP for two weeks to provide sufficient time for the applicant to comment on these remarks and make corrections and provide additional information on his agreement to submit the suggested avigational easement and detailed analysis of the noise factor and proposals for reducing the noise for each dwelling unit.

Should the Planning Commission find that the four conditions listed in the Zoning Ordinance have been satisfied and prefer not to defer the case, in addition to the suggested changes in comment #9, the following conditions should be a part of the conditions of approval:

- a. Each parcel shall be platted and the plat recorded with the Register of Deeds prior to the issuance of building permits.
- b. Provisions for the guarantee of construction standards shall be submitted for review and approval at the time of platting.

- c. An avigational easement for the entire area shall be submitted for review and approval as to form by the Legal Department, and for approval by the Planning Commission at the time of platting.
- d. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the governing body, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
- e. Any major changes in this development plan shall be re-submitted to the Planning Commission and to the City Commission for its consideration.
- f. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for residential development and be binding upon the present owners, their successors and assigns, unless amended.

GALBRAITH said that since preparation of the staff report, a revised plan has been submitted which includes all suggested conditions in comment 9, a through f.

GALBRAITH said that the Public Works Department had requested a drainage plan, especially with cluster type development, to be certain that the cul-de-sacs and open space areas had proper drainage. He commented that since a drainage plan nor a location plan for utilities had not been submitted that a complete redesign of the area may be necessary at such time as the plat is submitted. He said a zone change is not required because it is not proposed to exceed the density permitted in a single-family district.

BLAKEY asked if there would be any possibility of being denied federal funding for expansion of the airport runways if this development is approved. GALBRAITH said he did not know, but that he understood the problem to be a concern for the noise hazards over this area.

GALBRAITH said this is a new concept where houses may have joint walls and there may be no setbacks from some of the lot lines on some of the dwellings, and the trend is to smaller lot areas and more open space for the residents in the development. He commented that if the front of a home proposes no front setbacks there has to be at least a 20-foot setback in front of the garage for parking a car. He stated that utilities are proposed to be placed in the street right-of-way or if necessary an easement would be dedicated adjacent to the street for the utilities.

GALBRAITH said that the location of utilities has not been determined, but that the location of easements will have to be established definitely at the time of platting. He noted that access is limited to three points along Ridge Road and so far as fire protection, there appears to be sufficient access into the area.

RISING expressed concern for the possibility of law suits against the airport or City by potential residents of this area because of the noise from the airport since this appears to be directly in the path of the runway. He cited an example in Los Angeles where homes of \$50,000 to \$100,000 were acquired and demolished. On Long Island also a similar problem has existed and in some cases the area has been developed for parks or industry, altho there is still a problem so far as plane crashes where a number of people are employed. He felt this to be a serious problem which is difficult to avoid.

JOHN BLAIR, attorney for the applicants, said he understands the California situation is different in that they are extending an existing runway to handle large new aircraft and area zones have been established based on distance from the runways. With respect to subject proposals, BLAIR pointed out that Westerlea Village is between the runway and subject property and there is considerable development of very fine homes in the Westerlea Village area, which were there prior to construction of the new runway at the airport.

BLAIR said a letter from FAA indicated that homes in this area will have to be insulated and made livable so far as restricting the noise in order to avoid objections and filing of complaints against the Federal government or local airport authorities. He pointed out that this location to the north will not be subject to as much of a noise problem as if it was located to the south of the airport because of the prevailing winds.

BLAIR said they have no objection to the avigational easement or a covenant that the homes will be constructed to specific standards to control noise (insulation, double-paned windows, etc.) or whatever other method is determined to be the most effective by experts in this field. BLAIR said this entire concept is new to the Wichita area and that his clients have visited similar developments in Kansas City, Denver, Dallas and Boston, and that they have considered both the cluster type development and open space development. He felt that the Wichita area needs this to provide a new concept of living, and that while the lots will be small, it will leave more room for large open space for additional play and recreational area and reduce the need for yard work on the part of the homeowner. He pointed out that the concept of sidewalks at the rear of he lots has a great deal of merit, in that a pedestrian can go from any area in this development to shopping center or wherever they are going to walk and not be subjected to the hazards of vehicular traffic, and it provides greater safety for children so far as conflict with sidewalk play and vehicles being backed out from garages.

In discussing the plan, it was pointed out that front yards are proposed to vary so far as setbacks and that the trend is to provide more open space in the rear.

JOHN SEEMAN, land planner, said it is felt this plan will provide the most amount of livable space and a minimum amount of waste for the front yards and tend to make the rear yards the main focus point for living within the area.

SEEMAN said they are requesting setbacks of only 15 feet because of the limited amount of traffic expected through the area, except that major collector streets will have 25-foot setbacks as normally required. In further discussion of the proposed development, it was stated that value of the homes is expected to be comparable with those in Westlink 9th Addition (\$28,000 or higher), which compares favorably with the homes to the south.

HENNESSY expressed concern that anyone would invest the amount of money necessary for this development in an area subject to noise from airplanes and possible future complaints from homeowners.

RISING commented that airports have moved out from the immediate downtown areas for the obvious reason that they should be out where there is no nearby development, and yet people have moved in around them in almost every community and then complain about the noise.

TAYLOR was excused from the meeting.

RISING felt that this general area specifically needs proper planning and the Planning Commission should become much involved. He asked the principal objection of the FAA so far as development of this area.

It was pointed out that they were mostly concerned with noise rather than possibility of crashes, and it was noted that the airport zoning ordinance controls the height of structures.

RISING said that what is acceptable to people at one point in time at some future time may not be acceptable. He considered the proposal a very creative type of development and felt investors should be encouraged along this line, but questioned its location in this case.

BLAKEY asked if this would affect future expansion of the airport or Federal funding. KAMEN (member of the Airport Committee) said their study for expansion of the airport was to the south and not north.

RISING said it is his understanding that great progress has been made so far as reducing noise levels. BLAIR pointed out that they are prepared to comply with requirements of the Federal government or the City Department of Law so far as providing covenants and restrictions to assure maximum insulation of the homes against noise. He noted that this instrument would be a matter of record and reflected in abstracts of lots when sold so that each buyer would be aware of this fact.

Various other comments were made by the Commissioners expressing their concern for the investment of money to the extent proposed in this area in close proximity to the airport and with the possible problem of complaints and law suits in the future. BLAIR said they have spent considerable time studying sound and noise, have purchased the property and spent months developing the plan and working with the Planning Department, and he felt they were aware of all possibilities with regard to building homes for people to locate in this area, and he felt that the covenant suggested by the Department of Law would provide protection for the City as well as the developers. He continued that what they desire at this meeting is preliminary approval of the CUP and then they will proceed with the overall picture and general provisions and proceed to platting. He agreed that there would be considerable work required in the platting process.

RISING offered to be available to help so far as obtaining information on problems of other communities with housing developments near airports and said he would not want the developers in this case to get themselves into an undesirable situation in any way.

BLAIR said they appreciated the offer.

MRS. BRADSHAW, 6501 West Maple, said she has lived in this area 16 years, and the noise from the planes is a terrible nuisance so far as living there. She felt that consideration of what is best for the City as a whole should be of primary concern in this case.

TAYLOR returned.

MRS. BRADSHAW had several questions - will her home eventually have to go? Why were houses permitted directly north of the airport? Will the airport eventually take them? She commented that planes fly directly over her home right now and it was her opinion it would have been best for the community and people living there if the homes had not been permitted. She said when they moved to this area the airport was small and they had not thought of the possible nuisance which has developed. MRS. BRADSHAW, in the discussion, said that this is a Catholic community and there is not much turnover of owners in spite of the horrible noise.

CHAS. LOUDENSLAGER, 149 South Ridge Road, spoke in opposition because he felt the area should be developed with single-family homes under the "AA" district. GALBRAITH pointed out to him that the density proposed is not more than permitted in the "AA" classification and that the property is now zoned "AA" and they are not asking for a change. He also said that screening is proposed for the parking lot along Ridge Road and that buildings are proposed to be set back approximately 70 feet as two rows of double parking are indicated.

MR. LOUDENSLAGER indicated he would not be as much opposed to the project if the homes will be lived in by the owner, but he was not favorable to a rental project of any kind.

RISING again offered his services to find out the details of the situation in Los Angeles and other places, and BLAIR said he did not consider it necessary as they have investigated and done everything they considered necessary to prove to themselves that the units could be sold with proper sound insulation which they propose and that they have consulted with sound experts and insulation people that have dealt with government regulations along this line before.

MOTION: KAMEN moved, HENNESSY seconded and it carried by a vote of 6 in favor (Kamen, Hennessy, Burnett, Taylor, Blakey and Souders) and 1 opposed (Rising) that the Planning Commission find that the four conditions listed in the zoning ordinance have been satisfied, and the Commission recommends approval of the CUP with the understanding that they are approving the concept of the cluster subdivision and that at the time of platting the engineering of drainage and utilities may require a redesign of portions of the CUP, and subject to the following conditions:

- a. Each parcel shall be platted and the plat recorded with the Register of Deeds prior to the issuance of building permits.
- b. Provisions for the guarantee of construction standards shall be submitted for review and approval at the time of platting.
- c. An avigational eqsement for the entire area shall be submitted for review and approval as to form by the Legal Department, and for approval by the Planning Commission at the time of platting.
- d. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the governing body, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
- e. Any major changes in this development plan shall be resubmitted to the Planning Commission and to the City Commission for its consideration.
- f. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for residential development and be binding upon the present owners, their successors and assigns, unless amended.

RISING said he is not opposed to the CUP as designed, but objects to the location.

October 29, 1971

Mr. John Blair, Attorney
301 North Market
Wichita, Kansas 67202

Re: DP-42 - Request for
Approval of Residential
Community Unit Plan

Dear Mr. Blair:

At the regular meeting of October 28, 1971, the Metropolitan Area Planning Commission considered the above-captioned request. It was the action of the Planning Commission to find that the four conditions listed in the zoning ordinance have been satisfied, and the Commission recommended approval of the CUP with the understanding that they are approving the concept of the cluster subdivision and that at the time of platting the engineering of drainage and utilities may require a redesign of portions of the CUP, and subject to the following conditions:

- a. Each parcel shall be platted and the plat recorded with the Register of Deeds prior to the issuance of building permits.
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October 29, 1971

- e. Any major changes in this development plan shall be re-submitted to the Planning Commission and to the City Commission for its consideration.
- f. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for residential development and be binding upon the present owners, their successors and assigns, unless amended.

It is necessary that you make two minor corrections on the plan and submit ten corrected copies to our office by 5:00 p.m. on November 10, 1971, so that this matter can be forwarded to the Board of City Commissioners for their consideration at the regular meeting of November 16, 1971.

I have forwarded a copy of the CUP and the enlargement of the 0 lot line development to John Seeman so that these corrections can be made and plans returned to our office.

If you have any questions concerning this matter, please contact our office.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: L. C. Investments, Inc., 6827 East Harry 67207
Wilmer Freund, R. S. Delamater & Associates
512 Century Plaza 67202
John Seeman, Oblinger & Smith
625 First National Bank Building 67202
Mrs. A. L. Bradshaw, 6501 West Maple 67209
Charles L. Loudenslager, 149 South Ridge Road 67209

WICHITA-SEDCWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION

MAPC HEARING DATE: Oct. 28, 1971

Case No. DP-42

Request: Approval of a Residential Development Plan for property zoned "AA" Single-family

Location: Northeast corner of Maple and Ridge Road

Reason: Garden apartments, townhouses, patio homes and single-family residences

Acres: 126

Size: Approximately
1770 ft. by 2500 ft.

	Land Use	Zoning
Existing	Undeveloped	"AA"
North	Single-family & undeveloped	"AA"
East	Undeveloped & Big Ditch	"AA"
South	Single-family	"AA"
West	Single-family	"AA"
Existing R/W - Ridge Road (half) 40 ft. Proposed R/W - Ridge Road (half) 50 & 60 ft. Existing R/W - Maple (half) 30 ft. Proposed R/W - Maple (half) 50 ft. History: CU-87 - Conditional Use request to establish a cemetery. MAPC: Approved 1-6-66 Bd.Co.Com.: Denied 2-9-66		Platted: No Sidewalks: No

Comments

1. As permitted under the Residential CUP provisions of the zoning ordinance, the applicant has submitted a preliminary residential development plan for review and recommendation by the Planning Commission. In order for the Planning Commission to recommend approval of a residential CUP, it must find specific evidence and facts showing that the proposed development plan meets the following conditions:
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 - e. Under Parcel #1, add a rear yard setback of 20 feet and a note that "Patio Homes may observe a "0" setback for a maximum of 2 yards." Also under "side yard", a note should be added that "If side yards are provided there shall be at least 10 feet between structures."
 - f. Item #7 under "General Provisions" should be expanded by adding: "At the time of platting, a drainage plan shall be submitted for approval for the entire area."
10. The Planning Commission may desire to consider deferring consideration of this CUP for two weeks to provide sufficient time for the applicant to comment on these remarks and make corrections and provide additional information on his agreement to submit the suggested avigational easement and detailed analysis of the noise factor and proposals for reducing the noise for each dwelling unit.

Should the Planning Commission find that the four conditions listed in the Zoning Ordinance have been satisfied and prefer not to defer the case, in addition to the suggested changes in comment #9, the following conditions should be a part of the conditions of approval:

- a. Each parcel shall be platted and the plat recorded with the Register of Deeds prior to the issuance of building permits.
- b. Provisions for the guarantee of construction standards shall be submitted for review and approval at the time of platting.
- c. An avigational easement for the entire area shall be submitted for review and approval as to form by the Legal Department, and for approval by the Planning Commission at the time of platting.
- d. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the governing body, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
- e. Any major changes in this development plan shall be re-submitted to the Planning Commission and to the City Commission for its consideration.
- f. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for residential development and be binding upon the present owners, their successors and assigns, unless amended.

DP-42 - 156 NOTICES MAILED 10-14-71 FOR MAPC 10-28-71

WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION
CITY BUILDING ANNEX, 104 South Main
WICHITA, KANSAS 67202

October 14, 1971

NOTICE TO ADJOINING PROPERTY OWNERS:

The Wichita-Sedgwick County Metropolitan Area Planning Commission will consider the following item in Room 401 City Building Annex, 104 South Main, Wichita, Kansas, at its meeting at 1:30 p.m. on OCT 28 1971, at which time you may appear either in person or by agent or attorney, if you so desire.

DP-42 - The SW 1/4 of Section 22, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, except the east 804.21 feet of the south 1575.98 feet and except the south 600 feet of the west 500 feet. Generally located at the northeast corner of Maple and Ridge Road.

The Development Plan of this area has been submitted as required under the Community Unit Plan provisions of Section 28.04.190 of the City Zoning Ordinance of the City of Wichita. The Development Plan is on file in the Planning Department office, Room 402 City Building Annex, 104 South Main, Wichita, Kansas, and is available for public information and review.

This Residential Community Unit Plan on file proposes a 126 acre single-family, patio home, townhouse and garden apartment development, the density of which will not exceed 7.0 dwelling units per acre, or a total of 511 units for the entire development. In addition to indicating the lots for single-family residences and the proposed building locations for garden apartments, townhouses, and patio homes, the Development Plan indicates information on maximum building coverage, maximum building heights, setbacks for structures, proposed usable open space, means of ingress and egress in and through the area, interior circulation, and proposed parking ratio.

NOTE: It is the policy of the Planning Commission that any request for a deferral of the hearing of this case shall be submitted to the Secretary, Robert A. Lakin, 104 South Main, 7 days prior to the meeting. The Chairman or the Secretary may grant such a request for deferral. Persons requesting deferrals will be charged with the cost of preparing and mailing new notices.

Robert A. Lakin
Secretary

156

September 30, 1971

Dick Linn, City Engineer

Curtis L. Newby, Planning Analyst

DP-24 - Willo-Esque CUP, revised Preliminary
Development Plan

Attached for your information and comment is a revised copy of the above referred to plan and a copy of a typical layout for the patio homes proposed on parcel #1.

You will note that all street rights-of-way are now shown to minimum standards. However, the cul-de-sac streets for the patio homes are still labeled as "private" streets. Also note our questions indicated on the typical layout plan.

This case has been scheduled for public hearing before the Planning Commission on October 28, 1971, and we would appreciate any comments you may have concerning this matter by October 8, 1971.

CLN:rme

Attachment

September 30, 1971

Paul Graves, City Traffic Engineer

Curtis L. Newby, Planning Analyst

DP-24 - Willo-Esque CUP, revised Preliminary
Development Plan

Attached for your information and comment is a revised copy of the above referred to plan and a copy of a typical layout for the patio homes proposed on parcel #1.

You will note that this revised plan proposes that only "A" Street be a collector rather than both A and B Streets as collectors which was your request.

This case has been scheduled for public hearing before the Planning Commission on October 28, 1971, and we would appreciate any comments you may have concerning this plan by October 8, 1971.

CLN:rme

Attachment

September 30, 1971

M. S. Mitchell, Assistant Superintendent
Public Works Maintenance

Curtis L. Newby, Planning Analyst

DP-24 - Willo-Esque CUP, revised Preliminary
Development Plan

Attached for your information and comment is a revised copy of the above referred to plan and a copy of a typical layout for the proposed patio homes indicated on parcel #1 of the plan.

You will note that the requested 25 foot drainage easement adjacent to the north line of Maple has not been indicated, and it appears no further consideration has been given to how the narrow open space areas will be utilized for both drainage sidewalks and other utilities.

This case has been scheduled for public hearing before the Planning Commission on October 28, 1971, and we would appreciate any comments you may have concerning the plan by October 8, 1971.

CLN:rme

Attachment



THE CITY OF WICHITA

OFFICE OF DEPARTMENT OF LAW

DATE

August 5, 1971

TO Robert A. Lakin, Director of Planning

FROM H. Jay Setter, Assistant City Attorney

SUBJECT Avigational Easements Included
In Plats

I enclose herewith a copy of a proposed Avigational Easement which would be incorporated in the actual plat of all areas in and around the airport as well as those in flight patterns and over flight areas.

There, of course, are legal questions involved as to whether or not this could, by ordinance, be a platting requirement. I assume that this type of thing would be comparable to other platting requirements as approved by the Metropolitan Area Planning Commission, the City of Wichita and the Board of County Commissioners.

The language chosen was intentionally made as brief and concise as possible, however no pride in authorship exists, and therefore I would appreciate your comments, changes or recommendations.

H. Jay Setter
Assistant City Attorney

HJS:cg
Encls.

cc: John Dekker, Director of Law
Emory L. Cox, Director, Board of Park Commissioners



A permanent Avigational Easement is hereby granted to the public authority authorized by law to own and operate publicly-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 land included in this plat.

This easement does not grant or convey any surface rights nor is it to be construed to grant any rights to private persons or corporations.

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

THE CITY OF WICHITA

OFFICE OF DEPARTMENT OF LAW

DATE

August 5, 1971



TO Robert A. Lakin, Director of Planning

FROM H. Jay Setter, Assistant City Attorney

SUBJECT Avigation Easements Required by
Purchase or Otherwise

In conjunction with the proposed avigation easements to be contained in plats, I have prepared the enclosed Avigation Easement which conceivably could be used by way of purchases or restrictions to be included in sales of land wherein the City or its agencies are involved.

Without purchasing this type of easement, its use would probably be rather limited. Possibly it could also be used involving condemnations of land for highway purposes, etc. wherein certain pieces or parcels are not taken which are in proximity to the airport and flight paths.

Again, for whatever it is worth, this may be a step in the right direction, and I would again appreciate comments, recommendations, changes, etc.

H. Jay Setter
Assistant City Attorney

HJS:cg
Encl.

cc: John Dekker, Director of Law
Emory L. Cox, Director, Board of Park Commissioners

AVIGATION EASEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 19__ by and between _____, as party of the first part, and The Board of Park Commissioners of the City of Wichita, Kansas, as party of the second part.

WITNESSETH:

That for and in consideration of the sum of _____ (\$ _____) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, the first party does hereby grant, convey and deliver unto the second party a permanent easement and right-of-way for avigation purposes over, above and adjacent to the following described real property situated in the County of Sedgwick, State of Kansas, to-wit:

And the said first party covenants with the second party that _____ lawfully seized and possessed of the before-mentioned real property; that _____ has a good and lawful right to grant and convey said easement for avigation purposes.

It is understood and agreed that this easement applies only to navigable airspace as defined by the Federal Aviation Act of 1958, Section 101 (24) [49 U. S. Code 1301], namely:

" 'Navigable Airspace' means air space above the minimum altitudes of flight prescribed by regulations issued under this Act, and shall include air space needed to insure safety in take-off and landing of aircraft. "

As a further consideration the first party hereby releases all claims for damages incidental to the exercise of any of the rights herein granted. It is specifically understood and agreed that this easement does not in any way grant or convey any surface rights, nor is it to be construed to release any claims for damages caused by the acts of third persons.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Party of the First Part

ATTEST:

THE BOARD OF PARK COMMISSIONERS
OF THE CITY OF WICHITA, KANSAS

Clerk

By _____
President

ACKNOWLEDGMENT

STATE OF KANSAS, SEDGWICK COUNTY, SS:

BE IT REMEMBERED that on this ____ day of _____,
19____, before me, the undersigned, a notary public in and for the
County and State aforesaid came _____

who _____ personally known to me to be the 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 and affixed my
official seal the day and year last above written.

Notary Public

My Commission Expires:

Lakin

13 July 1971

Wilmer Freund, P.E.
F. S. Dalmater & Assoc.
512 Century Plaza
Wichita, Kansas 67202

Dear Mr. Freund:

Reference is made to your letter of 8 June 1971, requesting that we review and furnish comments relative to the proposed residential development in the SW 1/4 Sec. 22, T27S, R1W.

Application of the Balt, Bersauk & Newman Report results in a determination that the CNR for the seven parcels will vary from 100 to slightly over 115 FNDs, placing them partly in Zone 2 and partly in Zone 3; therefore it can be expected that individuals may complain, perhaps vigorously, and the possibility of concerted group action exists. Accordingly, we recommend against the construction of new single-unit dwellings in Parcels 1,2,5,6,7 and townhouses and garden apartments in Parcel 3. Also we recommend against the construction of the proposed commercial building in Parcel 4, unless a detailed analysis of noise reduction requirements is made and needed noise control features are included in the building design. It appears that the proposed service station in Parcel 4 is a compatible land use.

We wish to point out that the FAA has no expertise as to the effect of aircraft noise on the valuation of property. Accordingly, this presentation is not intended to, and does not reflect the views of the FAA on the relationship, if any, between aircraft noise and the valuation of property.

Sincerely,

Original signed by
Newton L. Taylor

NEWTON L. TAYLOR
Chief, Airports Field Branch, CE-670



August 12, 1971

L. C. Investments, Inc.
6827 East Harry
Wichita, Kansas 67207

Subject: DP-42 Willo-Maque Residential
Community Unit Plan, at the northeast
corner of Maple and Ridge Road

Gentlemen:

We have reviewed the above captioned preliminary development plan with representatives of the Engineering, Traffic Engineering and Flood Control Divisions of the Department of Public Works. In our review with these representatives, many questions have been raised regarding drainage, and need for drainage easements, inadequate street rights-of-way, access control, proposed location of all utilities, need for public sidewalks, public streets versus private streets, etc. Based on these comments and our review, it is necessary that consideration be given to resolving these questions prior to advertising this case for a public hearing.

You will recall that in our initial contacts we raised questions as to residential uses being developed in the flight cone. We are in receipt of a copy of a letter written to Mr. Freund from an FAA representative recommending against the construction of new residential units, both single and multiple, on subject property as well as the construction of commercial buildings in the southwest corner. We had raised questions earlier over increasing construction standards in an attempt to eliminate or lessen noise within residential structures. We also have wondered if a covenant could be devised holding the Federal Government, City of Wichita and Airport harmless from any complaints or suits later sought by home owners. We have requested the Assistant City Attorney to review possibilities along these lines and we are interested in any thoughts you or your attorney have on protection against sound.

Page 2 - L. C. Investments, Inc.
August 12, 1971

In regard to the design of the CUP itself and the attempt to provide useable open space, such space is normally provided by reducing lot size, or setbacks and not by reducing street standards and right-of-way widths. We had advised your engineers and land planners at our first meetings that the rights-of-way required in the Subdivision Regulations were minimum requirements, and depending on whether or not all utilities were to be provided in or next to the street, that additional utility easements would probably have to be provided above the right-of-way requirements. The Subdivision Regulations do not have 54 foot and 58 foot right-of-way standards. Residential streets are required to have 64 feet of right-of-way and collectors 70 feet of right-of-way. Based on this redesigned plan, all the cul de sacs, including those indicated in the Patio Houses, need to be redesigned to 64 feet of width. Due to the proposed density of development and the calculated number of trips per day to be generated by said development, both streets indicated on the plan as "A" and "B" streets should be collectors with a full right-of-way width of 70 feet being provided for each streets.

JK The area indicated as Reserve "A" and which is proposed for "LC" zoning should be screened from the residential uses to the north and east. The type of screening (fence or wall) and proposed landscaping should be indicated on the plan. The ownership list has not been received for this associated zone case (Z-1302).

In addition to comments, the following are additional comments resulting from our review with Public Works representatives.

JK The intersection of "A" Street with the proposed east-west collector adjacent to the north line of Parcel #2 needs to be redesigned so that the two streets intersect at a right angle.

JK An additional 10 feet of right-of-way for the east half of Ridge Road needs to be indicated on the plan to allow for the installation of an accel-decel lane to serve the parking lot indicated for the Garden Apartments on Parcel #1. The entrances to said parking lot from Ridge Road need to be redesigned so that one of the entrances will be a major entrance. The northern most entrance to the parking lot needs to be relocated so as not to cause a potential traffic problem due to its present alignment with Douglas Avenue intersecting Ridge Road from the west.

3. There are extensive drainage problems to be solved on the entire property and proposed methods for handling of the drainage should be considered at this time. If the drainage is to be handled by a system of open ditches and swales, then the open spaces between the platted lots indicated on parcels #3 and #4, will have to be widened to accommodate both drainage and the sidewalks indicated on the plan.
- OK* 4. All of the property in the northeast corner of parcel #3 which is below a 1316 elevation should be indicated as a "Floodway" on the plan.
5. A 25 foot drainage easement adjacent to the north line of Maple Street needs to be indicated on the plan. This was discussed at our meeting in June.
6. The Engineering Department cautions that cluster subdivisions are expensive to provide utilities. They commented that the location of utility easements need to be developed at this time as it appears that easements will have to be provided at the rear of lots in proposed open areas. Utilities, sidewalks and drainage will cramp many of the rear common areas. We have also been advised that the nearest sanitary sewer is presently located considerable distance to the east on Maple and will have to be extended at the time of platting.
- OK* 7. Complete access control to Maple should be indicated on Parcels #1 and 4, and to Ridge Road and the east-west collector on parcel #2, and to Ridge Road on parcel #1, except for 3 openings.
- OK* 8. Right-of-way for an east-west street to tie into the undeveloped land to the east needs to be provided on parcel #4.
9. At least one sidewalk should be provided on "A" & "B" streets preferably on the west side.
10. Since it appears that the pedestrian underpasses will also have a double function as drainage ways, are they really necessary.
11. There are several changes that need to be made or clarified under General Provisions and under the information provided for each parcel. These are on the attached copy.

Page 4 - L. C. Investments, Inc.
August 12, 1971

12. There should be a detail of the development of the residences indicated as patio houses. The location of the houses, as related to the 64 foot street right-of-way and front and side yard setbacks need to be shown. There should be some common means of access from the cul de sacs to open space areas.
13. Due to the type of development proposed, a sequence of proposed platting and stages of development should be provided. Consideration should also be given as to proposed Home Association agreements.

In viewing the above comments, extensive redesign is necessary prior to advertising this case for a public hearing. After you review our comments and the enclosed marked copy with your engineers and planners, if you have questions, we will be available to meet with you at your convenience.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ls

Enclosure

cc Wilmer Freund, 512 Century Plaza 67202
John Seaman, 625 First National Bank Bldg. 67202
John Blair, Attorney, 301 North Market Street 67202

1975 - 004

1 - 284 D.U. $\frac{2,954}{1,732.4}$ trips/day

2 - 118 D.U. $\frac{17,27}{120}$ trips/day

3 - 61 D.U. $\frac{697}{409}$ trips/day

4 - 52 D.U. $\frac{541}{311}$ trips/day

TOTAL $\frac{5,429}{3,178}$ trips/day

Means to the files
JAG.

On June 11, 1971, the following persons attended a meeting to discuss a proposed CUP at the north east corner of Ridge Road and Maple.

John Seaman
Sydney Delamater
Walter Fomin
M.S. Mitchell
Paul Seaman
Dino Finn
Pearl Sellers
Ron Jones
Condyff
Jane Falbrith
Bob Palmer

Discussion concerned itself with street right of way, width, off-street parking, and effect of noise of planes over the area.

It was the Position of Public Works and Planning that the minimum width of street ROW would be 64 ft with 34 ft of pavement.

Meeting of 7-26-71

1. add. curbs, adj. to streets ^{10'} for utility use as well as utility ^{drainage} in open space areas.
2. Drainage.
3. "A" st. collector standards also "B" st. exception to street naming policy. add. 2-0-W-10' for Ridge Rd. adj. to garden ^{apts.} and redesign middle entrance to major high type
4. Screening around ~~road~~ Reserve "X"
5. Sidewalks on one side of both collector
6. Flooded 1366 contour at Northeast Cor of parcel
3

Drainage easmt along N. side of Maple 25'
Need to study drainage solutions.

Pedestrian underpass ~~is not~~ to much problem for public maintenance; no standards.

open spaces, no useable for drainage; for open space uses. drainage swales not satisfactory.

Comments on DP-42 - Willo - Esque

I Physical design.

1. All streets indicated on the C.U.P. are less than the minimum standards in rights-of-way width, thus the applicant should be required to justify the rights-of-way for the streets indicated on the plan.
2. The intersection of "N street" and the proposed east-west collector along the north line of parcel #2 needs to be redesigned so that the two streets intersect more nearly at a 90° angle.
3. A drainage easement will need to be provided across the northeast corner of parcel #3.
4. The single family cluster development indicated for parcels #2, #3 and #4 need to be redesigned to provide more functional and useable open space if the open space concept is to be realized. By reducing the lot sizes for the single family cluster development the street rights-of-way could be increased to the minimum standard of 64 ft, the lengths of the cul-de-sac streets could be thereby shortened which would reduce paving costs, and more useable open space would be created.

5. Are utilities going to be placed in easements along rear lot lines or the cluster areas, or are they going to be placed within the street rights-of-way? It appears that due to the design of the cluster areas that the street rights-of-ways would be the more logical place for utilities.
6. It should be noted that sanitary sewer to serve subject property will have to be extended in Maple from east and is at present quite some distance away.
7. Should a street tie in to the exception to the east of subject property. If so won't this turn "a street" into a collector street?
8. Are the streets running into the patio home areas on parcel #1 to be private drives? If not why hasn't the normal cul-de-sac been provided?
9. Why hasn't "Reserve A" at the corner of Ridge Rd. and Maple been included in the C.U.P.D.? Is this to be a strip commercial sell-off? Since supposed quality townhouses and garden apartments are to be developed adjacent to "Reserve A" it looks like the developer would want to establish some controls i.e. setbacks, screening circulation on sites, access control, etc. for "Reserve A".

II Provisions of the CUP

1. What will be the platting sequence?
2. Due to the type of development proposed, the applicant really should furnish an outline of his proposed Home's association agreement at this time so that it can be determined how it is proposed to handle the cluster and patio home development i.e. all under one owner control or individual sale, lease etc.
3. A general note should be added: "Access controls to Ridge Road and to Maple on parcels #1, #4 and Reserve A will be established at the time of platting."
4. "Reserve A" should be labeled as a parcel i.e. parcel #5
5. Maximum building heights, minimum building setbacks, maximum land coverage, floor area ratios, etc. need to be added to provisions for "Reserve A".

July 15, 1971

Dick Linn, City Engineer
Paul Graves, Traffic Engineer
M. S. Mitchell, Supt. of Maintenance, Flood Control
Jack H. Galbraith, Chief Planner

DP-42 - Proposed Development Plan for Willow-Esque

Attached are copies of the submitted CUP for Willow-Esque which is located at the northeast corner of Maple and Ridge Road. We would appreciate your reviewing this CUP and advising us as to any corrections that need to be made prior to advertising this case for public hearing. We would appreciate specific comments as to drainage, proposed street paving and right-of-way widths, which do not meet the requirements of the Subdivision Regulations.

I would like to set a meeting for the 4 of us to discuss this CUP on Monday, July 26, 1971, at 11:00 a.m. If you find this time is not convenient or if you have other preferred times please advise.

JHG:ls
Attachment

$$\begin{array}{r} 1.21 \\ \underline{.83} \\ 2.04 \end{array}$$

$$\begin{array}{r} 16000 \\ \underline{2900} \\ 14093 \\ \underline{200} \\ 13889 \\ \underline{.92} \\ 13797 \end{array}$$

$$\begin{array}{r} 2640 \\ \underline{2620} \\ 20 \\ \underline{1816} \times 20 = 0.833 \end{array}$$

$$\begin{array}{r} 0.473 \\ \underline{.47} \\ .94 \end{array}$$

5047

APPLICATION FOR COMMUNITY UNIT PLAN
(PLANNED RESIDENTIAL OR COMMERCIAL DEVELOPMENT)
FOR PROPERTY LOCATED WITHIN THE LIMITS OF THE
CITY OF WICHITA, KANSAS

This is an application for a Community Unit Plan - Planned Development. The form must be completed and filed at the Planning Department, Room 402, City Building Annex, 104 South Main, Wichita, Kansas, in accordance with directions on the accompanying instruction sheet. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.

I. Name of applicant or applicants and/or their agent or agents.

a. Applicant L. C. Investments Inc. Phone 684-8349 or 265-9979
Address 6827 East Harry Phone 265-9979
Agent Archie Conduff or Ronnie Lane
Address Same Phone Same

b. Applicant _____
Address _____ Phone _____

Agent R. S. Delamater & Assoc. - Attention Wilmer Freund
Address 512 Century Plaza Phone 262-8293
Wichita, Kansas 67202

c. Applicant _____
Address _____ Phone _____

Agent Oblinger & Smith - Attention John Seaman
Address 625 First Nat'l Bank Bldg Phone 262-0451
Wichita, Kans 67202

(Use separate sheet if necessary for names of additional applicants)

PLEASE send
copies of all
correspondence

II.A The applicant hereby requests Community Unit Plan approval on

property zoned AA and legally described as Lot(s) _____
_____, Block(s) _____
_____ Addition.

(If appropriate, metes and bounds description may be provided in

the space below or on an attached sheet.)

SW $\frac{1}{4}$ Sec. 22, T27S, R/W except the East Eight Hundred Four and Twenty-one
Hundredths (804.21) Feet of the South Fifteen Hundred Seventy-Five and
Ninety-eight Hundredths (1575.98) Feet.

II.B There are 131.4 acres (round to nearest tenth) in the above
described property.

T9-330-3

1575 X 304 =

III. This property is located at (address) Maple & Ridge Road.

The general location is (use appropriate section)

- a. at the _____ corner of _____
and _____; or
- b. on the North side of Maple (Ave.,
Street) between _____ (Ave., Street) and
East of Ridge Road (Ave., Street).

IV. I (we), the applicant(s), acknowledge receipt of the instruction sheet explaining the method of submitting this application. I (we) realize that this application cannot be processed unless it is completely filled in and accompanied by a current abstractor's certificate as required in the instruction sheet.

Ronald LaSane Archie W. Conduff
By _____ By _____
Authorized Agent (if any) Authorized Agent (if any)

By _____ By _____
Authorized Agent (if any) Authorized Agent (if any)

V. OFFICE USE ONLY

This application was received at the Planning Department at
11³⁰ (AM, ~~PM~~) on July 15, 1971 (Day, Month,
Year). It has been checked and found to be complete and accom-
panied by required documents and the appropriate fee of
\$ 400⁰⁰.

Jack Galbraith Name
Chief Planner Title

OWNERSHIP LIST

Lot	Block	Addition	Owner
1	A	Westerlea Village	✓ A. L. Bradshaw & Dora V. Bradshaw 6501 W. Maple Wichita, Kansas 67209
2	"	"	✓ Matthew C. Finnin & Elva Finnin 6505 W. Maple Wichita, Kansas 67209
3	"	"	✓ Clyde R. Carnahan & Rose B. Carnahan 300 Winterset Wichita, Kansas 67209
4	"	"	✓ Marvin H. Huckins & Norma Jean Huckins 6524 Winterset Ct. Wichita, Kansas 67209
5	"	"	✓ Richard G. Smith & Doris Ann Smith Address unknown <i>342 Winterset</i>
6	"	"	✓ Ardell W. Unruh & Barbara J. Unruh 6524 University Wichita, Kansas 67209
7	"	"	✓ William R. King & Charlotte A. King 6514 University Wichita, Kansas 67209
8	"	"	✓ Carl F. Perry Yolande Perry 6515 Winterset Ct. Wichita, Kansas 67209
9	"	"	✓ Ralph E. Teter & Gladys M. Teter 6514 Winterset Ct. Wichita, Kansas 67209
1	B	"	✓ Ray Roser & Sylvia Roser 6601 W. Maple Wichita, Kansas 67209
2	"	"	✓ Ernest J. Thomas, Jr. Opal M. Thomas 6615 W. Maple Wichita, Kansas 67209

(2)

Lot	Block	Addition	Owner
3	B	Westerlea Village	✓ Earnest W. Stocks, Jr. 6697 W. Maple Wichita, Kansas 67209
4	"	"	✓ Star Lumber & Supply Co., Inc. 325 S. West Wichita, Kansas 67213
5	"	"	Same
6	"	"	✓ Richard D. Swaney & Barbara J. Swaney 354 Fairhaven Wichita, Kansas 67209
7	"	"	✓ Henry L. Brenner & Leona G. Brenner 6600 University Wichita, Kansas 67209
8	"	"	✓ Martin F. Bowman & Agnes M. Bowman 341 Winterset Wichita, Kansas 67209
9	"	"	Sturman W. Younger & Martha L. Younger Address unknown <i>none found</i>
1	C	"	✓ A. W. Hainline, Sr. & R. V. Hainline 6701 W. Maple Wichita, Kansas 67209
2	"	"	✓ Clifford L. Pore & Jeane L. Pore 6707 W. Maple Wichita, Kansas 67209
3	"	"	✓ Gene Leo Patterson & Mary Margaret Patterson 6715 W. Maple Wichita, Kansas 67209
4	"	"	✓ Paul B. Shipley & Mary S. Shipley 324 Howe Wichita, Kansas 67209
5	"	"	✓ George W. Hill & Mary V. Hill 344 Howe Wichita, Kansas 67209

(3)

Lot	Block	Addition	Owner
6	C	Westerlea Village	✓ Robert M. Brentlinger & Maxine Brentlinger 354 Howe Wichita, Kansas 67209
7	"	"	✓ Robert L. Goebel & Rosalie Goebel 6700 University Wichita, Kansas 67209
8	"	"	Same
9	"	"	Same
1	D	"	✓ Laura Howe Ralstin & Mary Howe 6807 W. Maple Wichita, Kansas 67209
2	"	"	✓ David A. McPhail & Louise M. McPhail 341 Howe Wichita, Kansas 67209
3	"	"	✓ Robert J. Hein & Alberta M. Hein 353 Howe Wichita, Kansas 67209
4	"	"	✓ Frederick D. Marts & Nina E. Marts 354 Ralstin Wichita, Kansas 67209
5	"	"	✓ Thomas J. Kornhaus & Jean E. Kornhaus 342 Ralstin Wichita, Kansas 67209
1	E	"	✓ Philip G. Nagley & Gail Nagley 6901 W. Maple Wichita, Kansas 67209
E 52.55 ' of 2	"	"	Same
W $\frac{1}{2}$ 2	"	"	✓ William J. Goebel & Janet O. Goebel 310 Summitlawn Wichita, Kansas 67209
3	"	"	Same

(4)

Lot	Block	Addition	Owner
4	E	Westerlea Village	✓ John R. McKinney & Jean E. McKinney 326 S. Scouller Wichita, Kansas 67209
5	"	"	✓ Thomas A. O'Meara & Margaret L. O'Meara 338 S. Scouller Wichita, Kansas 67209
6	"	"	✓ Ferman F. Van Y & Eunice J. Van Y 352 Scouller Wichita, Kansas 67209
7	"	"	✓ Earl Linder & Rosella A. Linder 349 Ralstin Wichita, Kansas 67209
8	"	"	✓ Pat R. Hammitt & Doris Marie Hammitt 343 Ralstin Wichita, Kansas 67209
9	"	"	✓ Edward S. Ferry & Ella Mae Ferry 327 Ralstin Wichita, Kansas 67209
1	F	"	✓ Claude D. Sutton & Ruth M. Sutton 7007 W. Maple Wichita, Kansas 67209
E $\frac{1}{2}$ 2	"	"	Same
W $\frac{1}{2}$ 2	"	"	✓ Laura Howe Ralstin & Mary L. Howe 6807 W. Maple Wichita, Kansas 67209
3	"	"	Same
4	"	"	✓ William J. Goebel & Janet O. Goebel 310 Summitlawn Wichita, Kansas 67209
5	"	"	✓ Ned L. Shuey & Kenetta F. Shuey 338 Summitlawn Wichita, Kansas 67209
6	"	"	✓ Carl E. Soderberg & Ruby L. Soderberg 352 Summitlawn Wichita, Kansas 67209

(5)

Lot	Block	Addition	Owner
7	F	Westerlea Village	✓ Robert E. Lafferty & Gaylann Lafferty 2501 Oak Pass Wichita, Kansas 67216
8	"	"	✓ Jack Farrar & Lora Farrar 339 S. Scouler Wichita, Kansas 67209
9	"	"	✓ Arden Ratzlaff & Margaret Ann Ratzlaff 6013 Castle Drive Wichita, Kansas 67218
1	G	"	✓ Howard P. House & Virginia E. House 2860 Wedgewood Wichita, Kansas 67204
2	"	"	Same
3	"	"	Same
4	"	"	✓ John E. Nelson & Barbara F. Nelson 326 S. Ridge Road Wichita, Kansas 67209
5	"	"	✓ Elwin L. Miller & Joyce E. Miller 841 Country Acres Wichita, Kansas 67212
6	"	"	Same
7	"	"	✓ Pat Cox & Kathleen W. Cox 353 S. Summitlawn Wichita, Kansas 67209
8	"	"	✓ Betty M. Gunzelman 339 Summitlawn Wichita, Kansas 67209
9	"	"	✓ Peggy E. Ediger 118 E. Morris Wichita, Kansas 67211
1	H	"	✓ George Eugene Weaver & Teresa Ann Weaver 401 Summitlawn Wichita, Kansas 67209
2	"	"	— Lieurance & Palmer, Inc. Address unknown <i>None found</i>
3	"	"	✓ Stanley S. Smeltzer, Jr. & Theresa L. Smeltzer 5334 W. First St Wichita, Kansas 67212

(6)

Lot	Block	Addition	Property Owner
6	H	Westerlea Village	✓ Milton H. Larson & Twila L. Larson 438 S. Ridge Road Wichita, Kansas 67209
7	"	"	✓ Sam L. Mobley & Margaret E. Mobley 420 S. Ridge Road Wichita, Kansas 67209
8	"	"	✓ Mary Ann Cravens 7125 University Wichita, Kansas 67209
1	I	"	✓ Howard E. Corner & Gladys O. Corner 401 S. Scouller Wichita, Kansas 67209
2	"	"	✓ Patrick J. Kennedy & Cecelia R. Kennedy Address unknown
3	"	"	✓ Roy L. Nash & <i>67203</i> Mary E. Nash 437 S. Scouller Wichita, Kansas 67209
6	"	"	✓ Norton K. Turner 440 S. Summitlawn Wichita, Kansas 67209
7	"	"	✓ W. Lanny Magee & Eileen Suzanne Magee 424 Summitlawn Wichita, Kansas 67209
8	"	"	✓ R. L. Wiske & Ruby Mae Wiske 400 S. Summitlawn
1	J	"	✓ M. R. Dohrer & Julia R. Dohrer 401 Ralstin Wichita, Kansas 67209
2	"	"	✓ William R. Shingler & Betty J. Shingler 421 Ralstin Wichita, Kansas 67209
3	"	"	✓ Howard T. Farris & Alice Farris 439 Ralstin Wichita, Kansas 67209
6	"	"	✓ Ralph L. Young & Aline C. Young 436 S. Scouller Wichita, Kansas 67209

(7)

Lot	Block	Addition	Owner
7	J	Westerlea Village	✓ Gerald J. Kampling & Katherine A. Kampling 422 S. Scouller Wichita, Kansas 67209
8	"	"	✓ Wilfred W. Stump & Carolyn D. Stump 400 S. Scouller Wichita, Kansas 67209
1	K	"	✓ Paul L. Engren & Alta June Engren 401 Howe Wichita, Kansas 67209
2	"	"	✓ James E. Lytle & Betty J. Lytle 421 Howe Wichita, Kansas 67209
3	"	"	✓ Galen L. Gose & Marjorie C. Gose 435 Howe Wichita, Kansas 67209
6	"	"	✓ James J. Pryor & Suzanne Pryor 438 Ralstin Wichita, Kansas 67209
7	"	"	✓ Kurt K. Christensen & Grethe C. Christensen 420 Ralstin Wichita, Kansas 67209
8	"	"	✓ William H. Williams & Mary E. Williams 400 Ralstin Wichita, Kansas 67209
1	L	"	✓ Michael G. Goebel & Linda M. Goebel 424 Fairhaven Wichita, Kansas 67209
2	"	"	Same
3	"	"	✓ Kenneth M. Saunders & Ruby G. Saunders 1431 Bluffview Wichita, Kansas 67218
6	"	"	✓ Blanche M. Thompson & Evelyn R. Thompson 440 Howe Wichita, Kansas 67209

(8)

Lot	Block	Addition	Owner
7	L	Westerlea Village	✓Charles L. Ehresman & Jacqueline M. Ehresman 420 Howe Wichita, Kansas 67209
8	"	"	✓Bill Joe Bradshaw 1322 Stackman Dr. Wichita, Kansas 67203
1	M	"	✓John Paul Ott & Shirley L. Ott 401 Winterset Wichita, Kansas 67209
2	"	"	✓Glenn H. Lister & Hazel L. Lister 1450 Woodland Wichita, Kansas 67203
3	"	"	✓Laura Howe Ralstin & Mary Howe 6807 Maple Wichita, Kansas 67209
6	"	"	✓Verlyn Sayer & Rolanda A. Sayer 438 Fairhaven Wichita, Kansas 67209
7	"	"	✓Michael G. Goebel & Linda M. Goebel 424 Fairhaven Wichita, Kansas 67209
8	"	"	✓Clement J. Keiter & Dorothy L. Keiter 400 Fairhaven Wichita, Kansas 67209
1	N	"	George E. Stewart Address unknown <i>none found</i>
7	"	"	✓Harold D. Howard & John W. Howard & Gladys A. Howard 424 Winterset Wichita, Kansas 67209
8	"	"	✓Gene G. Walker & Eleanor Walker 6525 University Wichita, Kansas 67209
1	A	Westview	✓Don J. Tucker 7210 Maple Wichita, Kansas 67209
2	"	"	Same

(9)

Lot	Block	Addition	Owner
3	A	Westview	✓ Don J. Tucker 7210 Maple Wichita, Kansas 67209
4	"	"	Same
5	"	"	Same
6	"	"	Same
7	"	"	Same
8	"	"	Same
9	"	"	Same
10	"	"	Same
11	"	"	Same
12	"	"	Same
1	B	"	Same
2	"	"	Same
3	"	"	Same
4	"	"	Same
5	"	"	Same
6	"	"	Same
7	"	"	Same
8	"	"	Same
9	"	"	Same
10	"	"	Same
11	"	"	Same
12	"	"	Same
13	"	"	✓ Loren D. Schwindaman & Phyllis A. Schwindaman 101 N. Ridge Road Wichita, Kansas 67212
14	"	"	Same
15	"	"	✓ Don J. Tucker 7210 Maple Wichita, Kansas 67209
16	"	"	Same

(10)

Lot	Block	Addition	Owner
17	B	Westview	▷ Don J. Tucker 7210 Maple Wichita, Kansas 67209
18	"	"	Same
19	"	"	Same
20	"	"	Same
21	"	"	Same
22	"	"	Same
23	"	"	Same
24	"	"	Same
1	C	"	✓ James St. Aubyn & Nancy St. Aubyn 575 W. 27th Street S. Wichita, Kansas 67213
2	"	"	✓ Robert H. Pabst & Jennifer L. Babst 110 S. Brunswick Wichita, Kansas 67209
3	"	"	✓ Jerome C. Weninger & Lynda L. Weninger 118 S. Brunswick Wichita, Kansas 67209
4	"	"	✓ Gunther Kiewning & Liesbeth Kiewning 630 Cheryl Wichita, Kansas 67209
5	"	"	✓ Donald E. Van Nocker & Patricia S. Van Nocker 140 Brunswick Wichita, Kansas 67209
6	"	"	✓ Roger A. Pierson & Barbara D. Pierson 152 Brunswick Wichita, Kansas 67209
7	"	"	✓ Roy E. McKinley & Anna I. McKinley 202 S. Brunswick
8	"	"	✓ John L. Kimbrel & Carolyn L. Kimbrel 214 S. Brunswick Wichita, Kansas 67209

(11)

Lot	Block	Addition	Owner
9	C	Westview	Don J. Tucker 7210 Maple Wichita, Kansas 67209
10	C	"	Joseph W. Cooper & Dolores M. Cooper 217 S. Ridge Road Wichita, Kansas 67209
11	"	"	James C. Bullock & Phyllis J. Bullock 201 S. Ridge Road Wichita, Kansas 67209
12	"	"	Don J. Tucker 7210 Maple Wichita, Kansas 67209
13	"	"	Charles L. Loudenslager & Ruth Loudenslager 149 S. Ridge Road Wichita, Kansas 67209
14	"	"	Don J. Tucker 7210 Maple Wichita, Kansas 67209
15	"	"	Wallace A. Roberts & Inez M. Roberts 127 S. Ridge Road Wichita, Kansas 67209
16	"	"	James N. T. Cohlmlia & Rose Cohlmlia 109 S. Ridge Road Wichita, Kansas 67209
17	"	"	Thomas J. Cohlmlia 101 S. Ridge Road Wichita, Kansas 67209
1	D	"	Don J. Tucker 7210 Maple Wichita, Kansas 67209
2	"	"	Same
3	"	"	Same
4	"	"	Same
5	"	"	Same
6	"	"	Same

(12)

Lot	Block	Addition	Owner
7	D	Westview	✓ Robert B. Tieszen & Caryl L. Tieazen 2033 May Wichita, Kansas 67213
8	"	"	✓ Roy Wayne Smith & Cherly K. Smith 217 Brunswick Wichita, Kansas 67209
9	"	"	✓ John Addis & Marjorie L. Addis 7324 Maple Wichita, Kansas 67209
11	N	Meadowview Estates	✓ Clewal Construction, Inc 420 Acadia Wichita, Kansas 67212
3	P	"	✓ Administrator of Veterans Affairs 5500 E. Kellogg Wichita, Kansas 67218
4	"	"	✓ Elbert L. Lawson & Edna M. Lawson 400 N. Brownthrush Wichita, Kansas 67212
5	"	"	✓ Charles Romaine Ayres & Goldie M. Ayres 360 Brownthrush Wichita, Kansas 67212
6	"	"	✓ Kirk Young Ahn & Hynunjie Ahn 352 N. Brownthrush Wichita, Kansas 67212
7	"	"	✓ Clyde R. Hensley & Marilyn Hensley 344 Brownthrush Wichita, Kansas 67212
8	"	"	William G. Barham & Mary J. Barham Address unknown
9	"	"	<i>none found</i> ✓ Lester A. McIntire & Geraldine L. McIntire 328 Brownthrush Wichita, Kansas 67212
10	"	"	✓ Roger C. Hatfield & Marilyn C. Hatfield 320 Brownthrush Wichita, Kansas 67212

(13)

Lot	Block	Addition	Owner
11	P	Meadowview Estates	✓Garland E. Humbolt & Joyce M. Humbolt 609 W. 46th St. S. Wichita, Kansas 67217
12	"	"	✓ Administrator or Veterans Affairs 5500 E. Kellogg Wichita, Kansas 67218
13	"	"	✓Jerald Joseph Seib & Judith A. Seib 301 Brunswick Wichita, Kansas 67212
14	"	"	✓Royal E. H. Meier & Ruth K. Meier 313 Brunswick Wichita, Kansas 67212
15	"	"	✓Owen H. Hurst & Catherine L. Hurst 319 Brunswick Wichita, Kansas 67212
16	"	"	✓Dale Raymond Green & Shirley R. Green 325 Brunswick Wichita, Kansas 67212
17	"	"	✓Jack E. Moore & Dona L. Moore 335 Brunswick Wichita, Kansas 67212
18	"	"	✓Biltmore Homes, Inc. 1158 N. Waco Wichita, Kansas 67203
19	"	"	Same
20	"	"	Same
21	"	"	Same
22	"	"	✓Richard Eugene Smith & Cheryl Ann Smith 363 Brunswick Wichita, Kansas 67212
23	"	"	✓Mid Kansas Federal Savings & Loan Association 230 S. Market Wichita, Kansas 67202
24	"	"	Same

(14)

Lot	Block	Addition	Owner
25	P	Meadowview Estates	✓Abolhassan Ahadi & Donna M. Ahadi 852 S. Martinson Wichita, Kansas 67213
26	"	"	✓Dean D. Gillmore & Mary Lou Gillmore 379 Brunswick Wichita, Kansas 67212
27	"	"	✓Terry L. Martin & Janet E. Martin 401 Acadia Wichita, Kansas 67212
1	R	"	✓Richard B. Clausing & Nancy Hunter Clausing 376 Brunswick Wichita, Kansas 67212
2	"	"	✓James W. Schulte & Lucille Schulte 370 Brunswick Wichita, Kansas 67212
3	"	"	✓Carl E. Smith & Wilma E. Smith 360 Brunswick Wichita, Kansas 67212
4	"	"	✓Ronald L. Watkins & Barbara J. Watkins 354 Brunswick Wichita, Kansas 67212
5	"	"	✓Fred G. Roloff & Aileen L. Roloff 348 Brunswick Wichita, Kansas 67212
6	"	"	✓Albert Rogers & H. Winona Rogers Address unknown <i>342 n. Brunswick</i>
7	"	"	✓Keith G. Marsh & Janet L. Marsh 336 Brunswick Wichita, Kansas 67212
8	"	"	✓Gerald K. Marsh & Janet L. Marsh 336 Brunswick Wichita, Kansas 67212
9	"	"	✓James A. Bevan & La Vera M. Bevan 320 Brunswick Wichita, Kansas 67212

(15)

Lot	Block	Addition	Owner
10	R	Meadowview Estates	✓ Leonard May Margaret Mary May 312 Brunswick Wichita, Kansas 67212
11	"	"	✓ Donald E. Belles & Carol S. Belles 300 Brunswick Wichita, Kansas 67212
12	"	"	✓ Paul Dean Stephenson & Amy Lou Stephenson 7300 W. Second St. Wichita, Kansas 67212
13	"	"	✓ Clark R. Beck & Donna L. Beck 309 Acadia Wichita, Kansas 67212
14	"	"	— Lawrence M. Brown & Muriel Brown Address unknown <i>none found</i>
15	"	"	✓ Robert W. Screen & Ramona A. Screen 327 Acadia Wichita, Kansas 67212
16	"	"	— Beverly K. Forsyth Address unknown <i>none found</i>
17	"	"	✓ George W. Rhodes & Betty Jo Rhodes 343 Acadia Wichita, Kansas 67212
18	"	"	✓ Administrator of Veterans Affairs 5500 E. Kellogg Wichita, Kansas 67218
19	"	"	Same
20	"	"	✓ Gary Joe Smarsh & Beatrice Jane Smarsh 365 Acadia Wichita, Kansas 67212
1	S	"	— ✓ Dale E. Mannebach Address unknown <i>380 N. Brunswick</i>
2	"	"	✓ William Hickey & Nadine A. Hickey 374 Acadia Wichita, Kansas 67212

(16)

Lot	Block	Addition	Owner
3	S	Meadowview Estates	✓ Harold W. McCall & Mary Lou McCall 367 N. Brunswick Wichita, Kansas 67212
4	"	"	✓ Charles R. Morris & Alta Mae Morris 350 Acadia Wichita, Kansas 67212
5	"	"	Same
6	"	"	✓ Ross Industries, Inc. 715 E. 13th Street Wichita, Kansas 67214
7	"	"	✓ Marvin E. Jones & Elena Eleanor Jones 336 Acadia Wichita, Kansas 67212
8	"	"	✓ Alton D. Powell & Betty J. Powell 1757 N. West St. Wichita, Kansas 67213
9	"	"	✓ Walter M. White & Corene M. White 6161 Lulu Wichita, Kansas 67216
10	"	"	✓ Richard D. McKenzie & Muriel E. McKenzie 9412 W. Douglas Wichita, Kansas 67212
11	"	"	EX-111 Van Tuyl Gordon & Barbara J. Gordon Address unknown
11	D	Country Acres 6th	✓ none found National Homes Development Co., Inc. PO Box 680 Address unknown Lafayette Ind. 47902
7	G	"	Same also Robert A. Udman
8	"	"	Same
9	"	"	Same
10	"	"	Same
1	H	"	Same
2	"	"	Same
3	"	"	Same
4	"	"	Same

(17)

Lot	Block	Addition	Owner
5	H	Country Acres 6th	National Homes Development Co., Inc. Address unknown
6	"	"	Same
7	"	"	Same
8	"	"	Same
9	"	"	Same
10	"	"	Same
11	"	"	Same
12	"	"	Same
13	"	"	Same
1	I	"	Same
2	"	"	Same
3	"	"	Same
4	"	"	Same
5	"	"	Same
6	"	"	Same
7	"	"	Same
8	"	"	Same
9	"	"	Same
10	"	"	Same
11	"	"	Same
12	"	"	Same
13	"	"	Same
14	"	"	Same
15	"	"	Same
16	"	"	Same
17	"	"	Same
18	"	"	Same
19	"	"	Same

(18)

Lot	Block	Addition	Owner
20	I	Country Acres 6th	National Homes Development Co., Inc. Address unknown
21	"	"	Same
22	"	"	Same
23	"	"	Same
24	"	"	Same
25	"	"	Same
26	"	"	Same
27	"	"	Same
28	"	"	Same
3	J	"	Same
4	"	"	Same
5	"	"	Same
6	"	"	Same
7	"	"	Same
8	"	"	Same
9	"	"	Same
10	"	"	Same
11	"	"	Same
12	"	"	Same
13	"	"	Same
14	"	"	Same
15	"	"	Same
16	"	"	Same
17	"	"	Same
18	"	"	Same
19	"	"	Same
20	"	"	Same
21	"	"	Same
22	"	"	Same

(19)

Lot	Block	Addition	Owner
23	J	Country Acres 6th	National Homes Development Co., Inc. Address unknown
24	"	"	Same
25	"	"	Same
26	"	"	Same
27	"	"	Same
28	"	"	Same
7	K	"	Same
8	"	"	Same
9	"	"	Same
10	"	"	Same
11	"	"	Same
12	"	"	Same
13	"	"	Same
14	"	"	Same
15	"	"	Same
16	"	"	Same
17	"	"	Same
18	"	"	Same
9	L	"	Same
10	"	"	Same
11	"	"	Same
12	"	"	Same
13	"	"	Same
14	"	"	Same
15	"	"	Same
16	"	"	Same
17	"	"	Same
18	"	"	Same
19	"	"	Same

(20)

Lot	Block	Addition	Owner
20	L	Country Acres 6th)	National Homes Development Co., Inc. Address unknown
21	"	"	Same
22	"	"	Same
23	"	"	Same
1	M	"	Same
2	"	"	Same
3	"	"	Same
4	"	"	Same
5	"	"	Same
6	"	"	Same
7	"	"	Same
8	"	"	Same
9	"	"	Same
10	"	"	Same
11	"	"	Same
12	"	"	Same
13	"	"	Same
14	"	"	Same
15	"	"	Same
16	"	"	Same
17	"	"	Same
18	"	"	Same
19	"	"	Same
20	"	"	Same
21	"	"	Same
1	N	"	Same
2	"	"	Same
3	"	"	Same
4	"	"	Same

(21)

Lot	Block	Addition	Owner
5	N	Country Acres 6th	National Homes Development Co., Inc Address unknown
6	"	"	Same
7	"	"	Same
1	O	"	Same
2	"	"	Same
3	"	"	Same
4	"	"	Same
5	"	"	Same
6	"	"	Same
7	"	"	Same

Description

S $\frac{1}{2}$ NW $\frac{1}{4}$ 22-27-1W, exc E 36 rods, and exc that part platted as Country Acres 6th Add	Same
Beg SE/c NW $\frac{1}{4}$ 22-27-1W, th W 36 rods, th N 107 rods, th E 35 rods, th N 53 rods, th E 1 rod, th S 160 rods, exc part for Floodway	✓ Sherwood Construction Co., Inc. 4421 W. Harry Wichita, Kansas 67209
SW $\frac{1}{4}$ 22-27-1W, exc E 804.21 ft of S 1575.98 ft	✓ L.C. Investment, Inc. 6827 E. Harry Wichita, Kansas 67207
E 804.21 ft of S 1575.98 ft of 22-27-1W	✓ Dennis W. Mies & Joy L. Mies 6128 Maple Wichita, Kansas 67209
S $\frac{1}{2}$ 22-27-1W lying W of Flood Control	Same
W $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ 21-27-1W	✓ Hazel G. Stitt 7330 Maple Wichita, Kansas 67209
E $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ 21-27-1W	Same
N 1000 ft of E 1000 ft of NE $\frac{1}{4}$ 28-27-1W	✓ Cora E. Adams & Ruth Adams Clark & R. I. Adams 912 N. Crestway Wichita, Kansas 67208
N 140 ft of S 950 ft of W 5 acres of NW $\frac{1}{4}$ NE $\frac{1}{4}$ 27-27-1W	✓ Administrator of Veterans Affairs 5500 E. Kellogg Wichita, Kansas 67218

(22)

Description	Owner
W 140 ft of S 810 ft of W 5 acres of NW $\frac{1}{4}$ NE $\frac{1}{4}$ 27-27-1W	✓ William E. Robinson & Emma Robinson 1457 Otis Wichita, Kansas 67214
W 5 acres of NW $\frac{1}{4}$ NE $\frac{1}{4}$ 27-27-1W, exc S 630 ft and exc N 280 ft of S 950 ft subject to Hwy on N and E 30 ft	✓ Floyd Raynes & Alice I. Raynes 6331 W. Maple Wichita, Kansas 67209
E 5 acres of W 10 acres of N $\frac{1}{2}$ NE $\frac{1}{4}$ 27-27-1W	✓ Ida N. Wright 424 S. Poplar Wichita, Kansas 67211
S $\frac{1}{2}$ NE $\frac{1}{4}$ 21-27-1W, exc part platted into Meadowview Estates	✓ Board of Education of City of Wichita, School District # 1 428 S. Main Broadway Wichita, Kansas 67202

The Security Abstract and Title Company, Inc., hereby certifies the foregoing to be a true and correct list of property owners within a 1000 foot radius of: The Southwest Quarter of Section 22, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, except the East 804.21 feet of the South 1575.98 feet, as shown by the records in the Office of the Register of Deeds of Sedgwick County, Kansas, on this 30th day of April, 1971 at 7:00 A.M.

THE SECURITY ABSTRACT AND TITLE COMPANY, INC.

By

Lusien Schneider

Vice President

Order No. 178142
jwp

FORM 22-21

PAYMENT NOTICE

City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

Bldg & Elev.	Elec.	Elev. Insp.	Exam. Fees
Hse. Mvr.	Hse. Moving	Licse.	Mech.
Oil Well	Pav. Cuts	Plan.	Plbg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer		

DESCRIPTION	AMOUNT

Name

Address

Type

Due Date

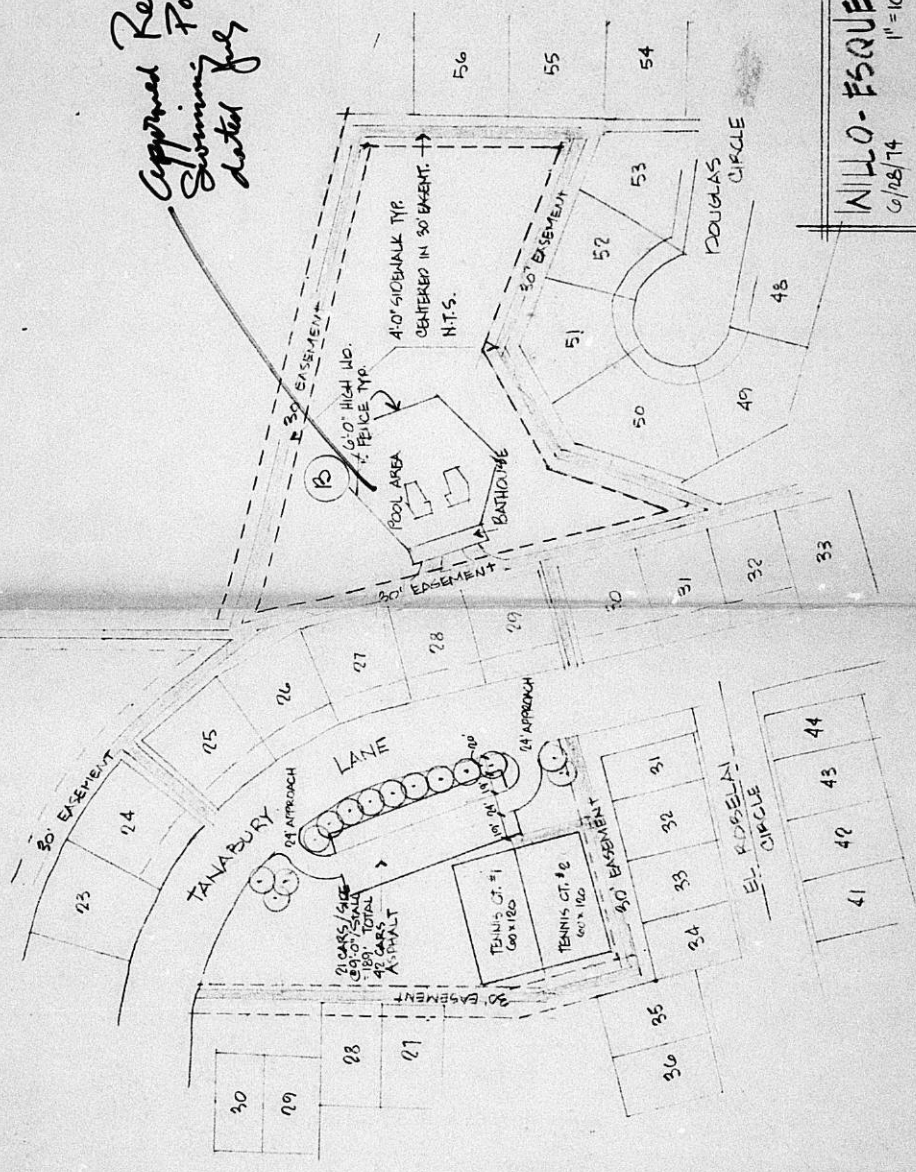
Comments:

Date

By

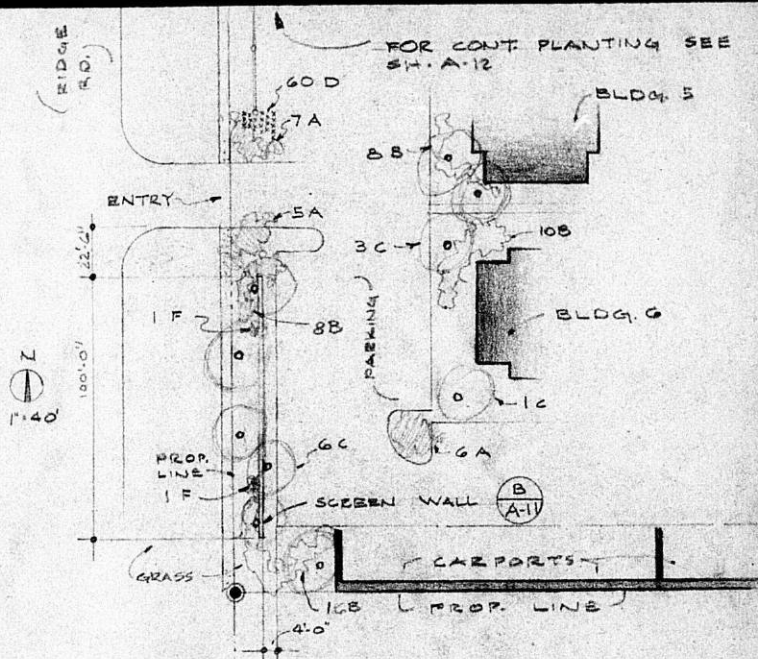
JAMES R. ALBERTSON, JR. A.I.A.
 1140 Victoria K3567 Building
 Wichita, Kansas 67202

*Approved Relocation of
 Swimming Pool - See letter
 dated July 1, 1974 J.R.A.*



WILLO-ESQUE SECOND
 6/18/74
 1" = 100'-0"

Alan M. McHenry Architect
 Century Plaza Building
 Wichita, Kansas 265-1872



S DETAIL PLANTING PLAN
SOUTH ENTRANCE 1"=40'
 SHOWING SCREEN WALL SEE SH. A11

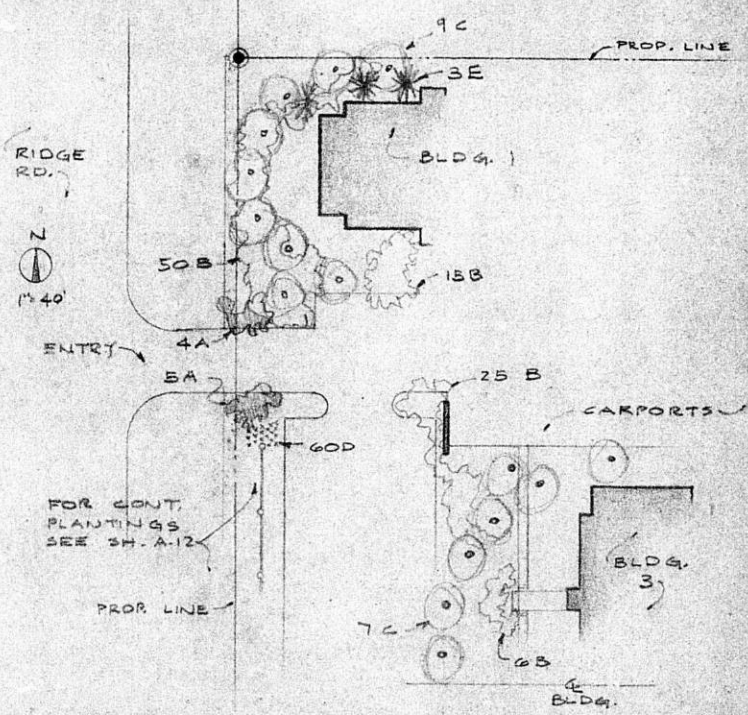
REV. 5-16-70

LANDSCP.

74

436 1/13/15

Alan M. McHenry Architect
 Century Plaza Building
 Wichita, Kansas 268-1872



M DETAIL PLANTING PLAN
 NORTH ENTRANCE 1"=40'

LANDSCAPE
75
 438 11-13-75

PLANT LIST

MAPLE RIDGE APARTMENTS

11-23-

MK.	NO. REQ.	COMMON NAME	SIZE	COND.	SPACING	REMARKS
A		PYRACANTHA - COCCINEA "WYATT"	2 YR.	CONT.	4'-0"	
B		AUTUMN ELEAGNUS	3'	BARE ROOT	4'-0"	
C		GRINNELLA MAPLE	2-8'	B & B.	20' ±	
D		HALLS PURPLEAF HONEY SUCKLE		2 1/2" POTS	2'-0" 3-5 STAGGS	
E		SCOTCH PINE	36-42"	B & B	20' ±	SHEARED
F		FLOWERING QUINCE		CONT.		ESPALED

LANSOP.

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This DP File
Has a Large Drawing
On 35mm Microfilm.

Roll # 1

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