

22

PLAT NO. S/D 71-84 MAP NO. 5047

NAME WILLO-ESQUE

LOCATION At the northeast corner of Maple and Ridge
Road

ENGINEER R. S. Delamater & Associates

OWNER L. C. Investments

APPLICATION FILED 11-22-71

SKETCH PLAT FILED none submitted

PRELIMINARY FILED 11-22-71

S/D ACTION 12-2-71 11/15/71 Approve

FINAL FILED 1-10-72

S/D ACTION 1-20-72 Approve

MAPC ACTION 1-27-72 Approve

BCC ACTION 3-7-72 Approve

RECORDED 3-13-72

REMARKS Expired L of C for construction
of sidewalks.

ACTION

	DATE
S/D COMMITTEE (prelim.) refer	12-2-71
S/D COMMITTEE (prelim.) approve	12-16-71
S/D COMMITTEE (Final) approve	1-20-72
M.A.P.C. approve	1-21-72

B.C.C. ~~refer~~ approve 3-1-72

S/D 71-84 - WILLO ESQUE - At the
northeast corner of Maple and
Ridge Road

R. S. Delamater

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

Subdivision Report and Progress

S/D No.: 71-84

Name: WILLO-ESQUE

General Location: At the northeast corner of Maple and Ridge Road

Owner: L. C. Investments 684-8349
Address: 6827 East Harry 67207 Phone: 265-9979
* Subdivider: Same (Ronnie Lane and Archie Conduff)
Address: Phone:
Engineer/Surveyor: R. S. Delamater & Associates
Address: 512 Century Plaza 67202 Phone: 262-8293

Application Received 11-22-71
Conf. with Applicant Nov. 1971
Sketch Plat Received none submitted
Present Zoning "AA"
* * * Proposed Zoning AA & LC
Letter of Intent NONE

FINAL PLAT RECEIVED 1-10-72
S/D Comm. Action 1-20-72 Approve
Dept. Report on Final 1-21-72
M.A.P.C. ACTION 1-27-72 Approve
Dept. Report on Final 1-28-72
Letter on Irons Received N/A
Title/Taxes Rec'd & Reviewed 2-29-72
Final Review 3-2-72
Referral to B.C.C. 3-2-72

PREL. PLAT RECEIVED 11-22-71
S/D Comm. Action 12-2-71 *NO. FEEL*
12-16-71 Approve
Dept. Report on Prel. 12-23-71

B.C.C. ACTION 3-7-72 Approve

TRACING PROGRESS:

Received 2-23-72
Released 3-9-72
Received
Released

Recorded 3-13-72

Comments:

* also send correspondence to:
- John Seaman, Chlinger & Smith
- John Blain, Atty.

* * * Associated cases:
- Willo - Esque Residential C.U.P., DP-42
- 2-1302 "AA" to "LC"

3-9-72 Released plat tracing to Ronnie Lane for recording

REGISTER OF DEEDS

SEDGWICK COUNTY, KANSAS

198
3-15-72

Willo-Esque First ADDITION was

filed for record on March 13, 1972

S-2 2-18

80
vh

John Hall

Register Of Deeds

T9-328

April 17, 1974

Ralph Wulz, City Manager

Jack H. Galbraith, Chief Planner

S/D 73-84 - Willo-Esque 1st Addition
(Irrevocable Letter of Credit sidewalk guarantee)

The above referred to plat was approved by the Metropolitan Area Planning Commission on January 27, 1972 and by the Board of City Commissioners on March 7, 1972. One of the conditions of the plat approval was that the applicant guarantee the construction of a private sidewalk system within the private common open areas of the plat. The applicant submitted an irrevocable letter of credit from the Southwest National Bank in the amount of \$4,200.00 guaranteeing the sidewalk construction within two years time. All but one portion of the required sidewalk system has been completed and the applicant has now submitted a new letter of credit from the Southwest National Bank in the amount of \$1,000.00 for the account of Ronald F. Lane for the remaining segment of sidewalk to be constructed. This new letter of credit should be placed on the agenda for formal acceptance by the Board of City Commissioners.

At such time as the new letter of credit has been accepted by the governing body, the original letter of credit in the amount of \$4,200.00 being held by the City Clerk's office may be released at request of the applicant. If you have any questions concerning this matter, please call.

JHG:CLN:rme

cc: Ralph C. Eberly, City Clerk
Ronald F. Lane, 6827 East Harry, 67207
Southwest National Bank, 400 East Douglas, 67202

IRREVOCABLE LETTER OF CREDIT

Southwest National Bank
(Name of bank)

Date: March 11, 1974

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 1,000.00 for the account of Ronald F. Lane, DBA Lane Construction, Inc.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before March 11, 1974
(Insert date two years from MAPC approval of plat)

1. Sidewalks in the Common Area
- 2.
- 3.

in Willo-Esque 1st Addition, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under _____
Southwest National Bank, Credit No. _____, dated _____.
(Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before March 11, 1976.

Very truly yours,

SOUTHWEST NATIONAL BANK, Wichita, Kansas
(Name of bank)

By: [Signature]
(Authorized signature) Vice Pres.

(CORPORATE SEAL)

January 15, 1974

L. C. Investments, Inc.
c/o Ronnie Lane and
Archie Conduff
6827 East Harry
Wichita, Kansas 67207

Re: S/D 73-84 - Willo-Esque First
Addition - letter of credit
guarantee for sidewalks

Gentlemen:

As you may recall, the above captioned case was approved by the Metropolitan Area Planning Commission on January 27, 1972 and by the Board of City Commissioners on March 7, 1972. One of the conditions of plat approval was that the applicant guarantee the installation of sidewalks as indicated on the approved sidewalk plan. A letter of credit in the amount of \$4,200, issued through Southwest National Bank, guaranteeing that the sidewalk would be built on or before February 28, 1974, was submitted to our office to satisfy this requirement of the plat approval.

A recent visual inspection indicates that sidewalks have not yet been constructed between Lots 11 and 12 and Lots 19 and 20, Block A, nor to the rear of Lots 1-4, Block B. Since the completion date for the letter of credit is drawing near, we would appreciate your informing our office as to your intent for fulfilling this requirement for plat approval. At such time as these sidewalks are installed, we will see that the letter of credit is released to you.

We are anxious to assist you in any way we can. If you have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme

July 16, 1973

Ralph C. Eberly, City Clerk

Jack H. Galbraith, Chief Planner

Willo-Esque First Addition - Letter of Credit
Guarantee

As you will recall on January 27, 1972 the Planning Commission approved the above referred to plat and on March 7, 1972 the plat was approved by the Board of City Commissioners subject to several conditions. One of the said conditions of approval was the requirement for the applicant to install or guarantee the extension of City water lines to serve subject property. The applicant submitted an Irrevocable Letter of Credit in the amount of \$11,534.41 guaranteeing the extension of City water lines in three phases to serve subject property. We have now been advised by the City Water Department that Phase one in the amount of \$4,119.64 and Phase two in the amount of \$4,115.03 and Phase 3 in the amount of \$3,291.74 have been completed and therefore all of the original letter of credit guarantee may now be released.

Your office is holding said letter of credit from the Farmers and Merchants State Bank for the account of L. C. Investments, Inc. and said above referred to amounts of the letter of credit can now be released at the request of the applicant.

Should you have any questions concerning this matter, please call.

JHG:CLN:rme

cc: L. C. Investments, Inc.
6827 East Harry, 67207

Farmers & Merchants State Bank
Attention: Elwood Jones
609 Derby
Derby, Kansas 67037

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE May 17, 1973



TO Jack Galbraith, Chief Planner

FROM Bill H. Otten, Design & Planning Supt.

SUBJECT Willo-Esque First Addition

The platters of Willo-Esque First Addition have completed the installation of mains to serve the Third Phase of this plat, therefore, \$3,291.74 being the balance of the Irrevocable Letter of Credit may now be released.

Bill H. Otten
Bill H. Otten
Design & Planning Supt.

cc: John D. Wynkoop, Operations Chief Engineer

BHO/1e



THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE April 17, 1973



TO Jack Galbraith, Chief Planner
FROM Bill H. Otten, Design & Planning Supt.

SUBJECT Willo-Esque First Addition

The platters of the Willo-Esque First Addition have completed the installation of water mains to serve the Second Phase of this plat, therefore, \$4,115.03 of the total Irrevocable Letter of Credit may now be released.

Bill H. Otten

Bill H. Otten
Design & Planning Supt.

BHO/le

cc: John D. Wynkoop, Operations Chief Engineer



THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE March 27, 1973



TO Jack Galbraith, Chief Planner
FROM Bill H. Otten, Design & Planning Supt.

SUBJECT Willo-Esque First Addition

The platters of the Willo-Esque First Addition have completed the installation of water mains to serve the first phase of this plat, therefore, \$4,119.64 of the total Irrevocable Letter of Credit may now be released.

Bill H. Otten
Bill H. Otten
Design & Planning Supt.

BHO:ab

cc: John D. Wynkoop, Operations Chief Engineer



RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number	71-84	Name	WILLO-ESQUE FIRST
Application Filed:	11-22-71	Sketch Filed:	None
Preliminary Plat Filed:	11-22-71	Approved by S/D:	12-16-71
Final Plat Filed:	1-10-72	Approved by S/D:	1-20-72
Approved by Metropolitan Area Planning Commission:			1-27-72

DESCRIPTION

General Location: Northeast corner of Maple
and Ridge Road

Surveyor or Engineer: R. S. Delamater & Associates
Owner: L. C. Investments
Address: 6827 East Harry 67207

1. Gross Acreage of Plat	13.4	5. Lineal Feet of New Streets:
2. Number of Lots:		a. 70 R/W 1269 ft.
Residential	39	b. 64 R/W 1078 ft.
Commercial		c. R/W ft.
Industrial		d. R/W ft.
Other	2 Reserves	e. R/W ft.
Total Number of Lots:	41	TOTAL 2347 ft.
3. Minimum Lot Frontage:	60 ft.	6. Existing Zoning: "AA"
4. Minimum Lot Area	6,000 sq.ft.	

Petitions have been submitted guaranteeing the paving of all streets within the subdivision, the construction of a sidewalk on the north side of Maple and the installation of sanitary sewer. A certificate has also been submitted certifying the petitions. Irrevocable Letters of Credit have been submitted guaranteeing the installation of City water and the construction of the private sidewalks in the common open space per the Planning Commission Recommendation: (approved sidewalk plan.)

JACKSON moved and TAYLOR seconded that the Planning Commission recommend to the City Commission that this plat be approved, subject to:

1. The applicant shall have prepared and executed, an avigational easement, Homes Association agreement and covenants relative to construction standards, all of which shall be forwarded with the final plat to the Board of City Commissioners.
2. Recording of the plat within 30 days after approval by the Board of City Commissioners.

NOTE: Associated Case DP-42, Willo-Esque Residential Community Unit Plan has been approved by the Board of City Commissioners, subject to platting.

Vote of Planning Commission: unanimous.

ACTION: Receive and file the irrevocable letters of credit and approve the petitions, instruct the Director of Law to prepare the necessary resolutions and the City Clerk to file the certificate with the Register of Deeds, the publication and filing costs of which shall be billed to the applicant; and approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

CERTIFICATE

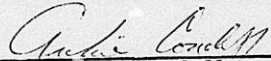
City of Wichita)
Sedgwick County) ss
State of Kansas)

I, ARCHIE CONDUFF, SECRETARY, owner and plat-
tor of L. C. INVESTMENT, INC.,
WILLO-ESQUE FIRST Addition, do hereby
certify that petitions for the following improvements have been
submitted to the Board of Commissioners of the City of Wichita,
Kansas:

1. Paving, *all streets*
2. Sidewalks, *north side of Maple*
3. Sanitary Sewer
- 4.
- 5.
- 6.
- 7.

As a result of the above-mentioned petitions for im-
provements, lots within Willo-Esque First Addition
may be subject to special assessments assessed thereto for the
cost of constructing the above-described improvements.

Signed this 28th day of February, 19 72.



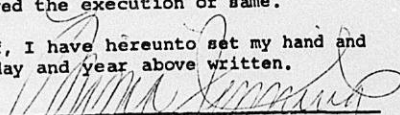
Archie Conduff



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

Be it remembered that on this 28th day of February,
19 72, before me, a notary public in and for said County and State,
came Archie Conduff, to me personally
known to be the same person who executed the fore-going instrument
of writing and duly acknowledged the execution of same.

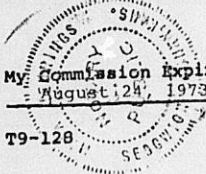
In Testimony Whereof, I have hereunto set my hand and
affixed my notarial seal the day and year above written.



Notary Public Mima Jennings

My Commission Expires:
August 24, 1973

T9-128



IRREVOCABLE LETTER OF CREDIT

SOUTHWEST NATIONAL BANK
(Name of bank)

Date: February 23, 1972

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 4,200.00 for the account of Ronald F. Lane, DBA Lane Construction, Inc.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before February 28th, 1974
(Insert date two years from MAPC approval of plat)

1. Sidewalks in the Common Area
- 2.
- 3.

in Willo-Beque 1st Addition, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under _____ Southwest National Bank _____, Credit No. _____, dated _____ (Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before February 28th, 1974

Very truly yours,

SOUTHWEST NATIONAL BANK, WICHITA, KANSAS
(Name of bank)

By: [Signature]
(Authorized signature)

(CORPORATE SEAL)

IRREVOCABLE LETTER OF CREDIT

The Farmers and Merchants State Bank of
Derby, Kansas
(Name of bank)

Date: February 28, 1972

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 4,200.00 for the account of L-C Investment Inc. (PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before March 7, 1974
(Insert date two years from MAPC approval of plat)

1. \$4,200.00 - sidewalks^j
- 2.
- 3.

in Willo Esque First Addition, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under Farmers and Merchants State Bank, Derby, Ks., Credit No. 9, dated February 28, 1972
(Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before March 7, 1974

Very truly yours,

The Farmers and Merchants State Bank
of Derby, Kansas
(Name of bank)

By: Elwood Jones, President
(Authorized signature)
Elwood Jones, President

(CORPORATE SEAL)

R. S. DELAMATER, CONSULTING ENGINEER
 TRAVERSE COMPUTATION SHEET (COMPUTER)
 TRAVERSE: WILLO-ESQUE 1ST

CLIENT: L.C. INVESTMENT

PROJECT: Received 3-1-72 Newby

Proj. No. 237-A
 Sheet 1 of 1
 Date 7-29-72 by J.G.
 Ck'd 3-1-72 by T.P.

STA.	DEFLECTION INTERIOR ANGLE	UNADJUSTED BEARING	MEASURED DISTANCE	POSITION		ADJUSTED BEARING	ADJUSTED DISTANCE	
				LATITUDE NORTH	LONGITUDE EAST			
1	804.21' W. OF S4 COR	N 90° 00' 00" W	905.00'	10,000.00	50,905.00	N 90° 00' 00" W	905.00'	1
2	S. E. + W. SIDE WILLO-ESQ	90° 00' 00"		10,000.00	50,000.00	N 0° 00' 00" E	320.00'	2
3	P.C. W. SIDE WILLO-ESQ	N 0° 00' 00" E	320.00'	10,320.00	50,000.00	N 0° 00' 00" E	296.22'	3
4	P.T. W. SIDE WILLO-ESQ	N 0° 00' 00" E	296.22'	10,616.22	50,000.00	N 74° 00' 00" E	296.22'	4
5	P.T. N. SIDE WILLO-ESQ	N 74° 00' 00" E	296.22'	10,697.87	50,284.74	N 74° 00' 00" E	32.00'	5
6	E.W. COR. LOT # 1A	N 74° 00' 00" E	32.00'	10,706.69	50,315.50	N 16° 00' 00" W	105.00'	6
7	N. LINE (B)	N 16° 00' 00" W	105.00'	10,807.62	50,286.56	N 74° 00' 00" E	100.00'	7
8	"	N 74° 00' 00" E	100.00'	10,835.19	50,382.69	N 16° 00' 00" W	38.12'	8
9	"	N 16° 00' 00" W	38.12'	10,871.83	50,372.18	N 74° 00' 00" E	268.00'	9
10	"	N 74° 00' 00" E	268.00'	10,945.70	50,629.80	N 74° 00' 00" E	268.00'	10
11	W. SIDE WILLO-ESQ	S 77° 23' 35" E	67.86'	10,930.89	50,96.02	S 77° 23' 35" E	67.86'	11
12	E. SIDE PLAT	S 64° 53' 01" E	232.15'	10,832.35	50,906.22	S 64° 53' 01" E	232.15'	12
13	804.21' W. OF S4 COR	S 0° 05' 05" W	832.36'	10,000.00	50,905.00	S 0° 05' 05" W	832.36'	13

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE February 28, 1972



TO Jack Galbraith, Senior Planner
FROM Bill H. Otten, Design & Planning Superintendent
SUBJECT Willo-Esque First Addition

The plattors of the Willo-Esque First Addition have submitted a valid petition and a letter of credit for the water main extensions to serve this plat. Therefore, all of our requirements for water service to this area have been fulfilled.

Bill H. Otten
Bill H. Otten
Design & Planning Superintendent

BHO:bg

cc: John D. Wynkoop, Operations Chief Engineer

∴ attached is the original and one copy of the letter of Credit. B.H.O.



IRREVOCABLE LETTER OF CREDIT

The Farmers and Merchants State Bank
of Derby, Kansas
(Name of bank)

Date: February 23, 1972

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 11,534.41 for the account of L. C. Investment, Inc. (PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before February 20, 1974 (Insert date two years from MAPC approval of plat)

1. 4,119.64
 2. 4,115.03
 3. 3,291.74
- For extension of City water lines

in Willo Esque First Addition, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under The Farmers and Merchants State Bank ^{Derby, Kansas}, Credit No. 8, dated February 23, 1972 (Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentation of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

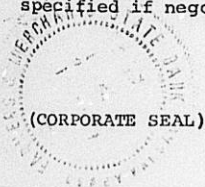
Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before February 20, 1974.

Very truly yours,

The Farmers and Merchants State Bank
Derby, Kansas
(Name of bank)

By: Elwood Jones
(Authorized signature)
Elwood Jones, President



EASEMENT

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
affixed 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

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 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

-1-

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 Willo-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,

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Attorneys at Law
301 NORTH MARKET
WICHITA, KANSAS 67202
261-7536

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,

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Attorneys at Law
301 NORTH MARKET
WICHITA, KANSAS 67202
263-7536

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.

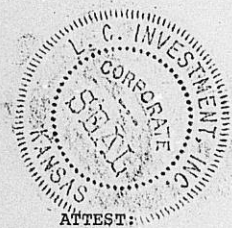
E. The covenants and restrictions of this agreement shall run with and be binding on the land, and shall inure to the benefit of and be enforceable by the association, or the owner of any land subject to this declaration, or their respective legal representatives, or successors, and assigns, or any public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

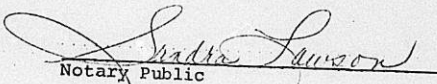
Archie Conduff
Archie Conduff, Secretary

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

BEFORE ME, the undersigned, a Notary Public, within and for the County and State aforesaid, on the 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 my official seal the day and year last above written.




Notary Public

My commission expires:

SANDRA LAWSON
Notary Public
My Commission Expires Mar. 11, 1972

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

PROTECTIVE COVENANTS

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.

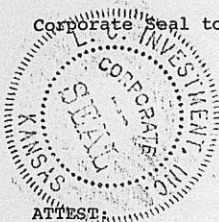
14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers which shall be screened and blocked from view by a wall or fence not exceeding four (4) feet in height, which design shall conform to the general architecture of 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 January, 1972.



L. C. INVESTMENT, INC.

By Ronald F. Lane
President

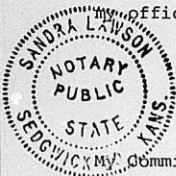
ATTEST:

By Archie W. Conroy
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 January, 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 my official seal the day and year last above written.



Sandra Lawson
Notary Public

Commission Expires:

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

LAW OFFICES OF

BLAIR, MATLACK, ROGG, FOOTE & SCOTT, P. A.

301 NORTH MARKET
WICHITA, KANSAS 67202

JOHN R. BLAIR
DON MATLACK
RONALD H. ROGG
RICHARD V. FOOTE
GERALD W. SCOTT
RICHARD A. SHULL

AREA CODE 316
263-7536

February 7, 1972

TO: Wichita - Sedgwick County Metropolitan Area Planning
Commission
City Building Annex
104 South Main
Wichita, Kansas 67202

RE: Willo-Esque First, more particularly described as follows:
Beginning at a point Eight Hundred Four and Twenty-one
Hundredths (804.21) Feet west of the southeast corner of the
Southwest Quarter, Section 22, T27S, R1W; thence west on the
south line of said Southwest Quarter a distance of Nine Hun-
dred Five (905) Feet; thence north at right angle to said south
line a distance of Three Hundred Twenty(320) Feet to a point
of curve; thence on a curve to the right having a delta angle
of 74°00' and a radius of Three Hundred Ninety-Three and Ten
Hundredths (393.10) Feet a distance of Five Hundred Seven and
Seventy-one Hundredths (507.71) Feet to a point of tangency;
thence continuing on said tangent a distance of Thirty-two
(32) Feet; thence north-northwesterly at right angle to said
tangent a distance of One Hundred Five (105) Feet; thence
east-northeasterly at right angle a distance of One Hundred
(100) Feet; thence north-northwesterly at right angle a distance
of Thirty-eight and Twelve Hundredths (38.12) Feet; thence
east northeasterly at right angle a distance of Two Hundred
Sixty-eight (268) Feet; thence east-southeasterly with a
deflection angle to the right of 28°36'25" a distance of
Sixty-seven and Eighty-six Hundredths (67.86) Feet; thence
Southeasterly with a deflection angle to the right of 12°30'34"
a distance of Two Hundred Thirty-two and Fifteen Hundredths
(232.15) Feet to a point which point is Eight Hundred Four
and Twenty-one Hundredths (804.21) Feet west and Eight Hundred
Thirty-two and Thirty-six Hundredths (832.36) Feet north of
the southeast corner of said Southwest Quarter; thence south
a distance of Eight Hundred Thirty-two and Thirty-six Hun-
dredths (832.36) Feet to a point of beginning, all in the

-1-

*Received
2-29-72
Newby*

Southwest Quarter, Section 22, T27S, R1W of the Sixth P.M.,
said tract containing 13.4 acres, more or less.

We have examined an owner's policy of title insurance, Form
B-1970, issued by Chicago Title Insurance Company, bearing policy
number 17 035 04 05627, which covers a period of time from the
United States patent to April 1, 1971, at 7:00 A.M., together with
an abstracter's certificate covering said property from April 1,
1971, at 7:00 A.M., to February 2, 1972, at 7:00 A.M., and from
such examination we are of the opinion that the fee title to the
captioned property is vested in:

L. C. Investment, Inc.


There is a mortgage dated March 31, 1971, executed by L. C.
Investment, Inc., a Kansas corporation, to the Reserve Savings and
Loan Association, Wichita, Kansas, filed March 31, 1971, in Book
1712, Page 93, to secure a note of \$230,000.00.

From such examination, we find the taxes for the year 1970
and all prior years are paid. Attached hereto are receipts
showing the 1971 taxes paid in full.

In giving this opinion, we rely upon the provisions of the
title insurance policy and abstracter's certificate above mentioned.

Yours very truly,

BLAIR, MATLACK, ROGG, FOOTE & SCOTT, P.A.


Richard V. Foote

RVF:sm

**R. S. DELAMATER
& ASSOCIATES**

CONSULTING ENGINEERS TELEPHONE (316) 262-8293 512 CENTURY PLAZA WICHITA, KANSAS 67202

February 23, 1972

Subdivision No. 71-84
WILLO-ESQUE FIRST

Mr. Robert A. Lakin
Director of Planning
Metropolitan Area Planning Department
City Building Annex
Wichita KS 67202

Mr. John Gist, Principal Planner

Dear Mr. Gist:

We are handing you herewith the mylar tracing of Willo-Esque First, executed on the part of ~~the engineer and the owners~~ for final approval and recording.

We understand this matter will be placed on the City Commission agenda for next Tuesday, February 29, for their approval.

We believe that all of the auxiliary documents and requirements have previously been taken care of. If there are any questions will you please call us.

Thank you.

Very truly yours,

R. S. DELAMATER & ASSOCIATES

By *Wilmer Freund*
Wilmer Freund, P. E.

2-23-72
Notified Friends
secretary that our file
shows many matters not
completed. /s/

wf/j
enclosures

cc: Ronnie Lane
Arch Conduff
John Blair



February 17, 1972

Mr. Wilmer Freund
c/o R. S. Delamater & Associates
512 Century Plaza Building
Wichita, Kansas 67202

Subject: S/D 71-84 - WILLO-ESQUE
FIRST

Dear Mr. Freund:

This is to advise you re. your letter of February 9, 1972 to Dick Linn, City Engineer and carboned to our office that the Maintenance-Flood Control Office has advised us that there is an error in a delta angle indicated along the centerline of Willo-Esque Drive. The delta angle indicated as $73^{\circ}54'55''$ should read as: $\Delta = 48^{\circ}53'01''$. Said change should be reflected on the final plat tracing when same is submitted to our office for final processing.

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

Sincerely,

Curtis L. Newby
Planning Analyst

CLN:rme

cc: Dick Linn, City Engineer
M. S. Mitchell, Maintenance-Flood
Control Office
L. C. Investment, Inc., 6827 East Harry, 67207

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

AK 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.

JK 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 set forth 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

JK 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.

JK 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
CUP, DP-42 file

WILLO-ESQUE —
HOME OWNERS ASSOCIATION AGREEMENT

OK does it provide for maintenance of common open space, grass areas and other facilities to insure adequate drainage? *

question 4 2, p. 1, re Developer actually being the owners of the real property.

- ✓ — Membership on p. 2 refers to Blocks 2, 3 and 4 — BUT should refer to Parcels 2, 3 and 4 of the referenced C.U.P. — SAME for Blk. 1 should be parcel 1.
- ✓ — 4. B. on p. 5 (parcels vs. blocks)
- ✓ — 4. C. on p. 6 (parcel vs. block)
- ✓ — 5. A. on p. 7 " " "

OK Supplement rec'd. later:
GEN. PROVISIONS (H) — OK
Provides for automatic inclusion under the association as additional lands within the C.U.P. are platted.

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:

*X
Propose to
acquire vs. own*

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

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

*Revised
1-2-3 & 4
Not Block*

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

*Percele
vs.
Block*

designated as Single Family Clusters, shall not exceed $1/224$ of $3/4$ of the total annual costs of the operation of the association.

Parcels vs. blocks

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.

Parcels vs. blocks

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 $1/287$ th 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.

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:

L. C. INVESTMENT, INC.

.....
Archie Conduff, Secretary

By _____
Ronald F. Lane, President

BLAIR, MATLACK, ROGG, FORTÉ & LAMBDIN, P.A.
Attorneys at Law
101 NORTH MARKET
WICHITA, KANSAS 67202
243 7516

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:

.....

*Home Owner Assoc agreement
Willo - Esque*

GENERAL PROVISIONS

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.

WILLO - ESQUE —
PROTECTIVE COVENANTS

- ✓ need to change legal to the Real estate "being platted as" Willo - Esque First, Wichita, Sedgewick County, Kansas; also, refers to the appropriate Block and Lot designations of the final plat.
- ✓ qualify #5 so as to clearly define the 6 foot setback as applying to a side interior lot line, and not confusing same with the required minimum back yard setback of 20' ~~to~~ indicated on the approved CUR.
- ✓ Consider additional measures to help reduce or abate noise from aircraft using the navigable airspace, and to make the ~~the~~ living units more livable. Consider reference to construction standards and accepted measures set forth in an ~~an~~ authoritative and recognized publication.

DRAFT



PROTECTIVE COVENANTS

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

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.

*Be legal
the firm plan*

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.

*side yard
Only*

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. *satisfactory?*

*If you meant
one. Then the
other. Well
huffler,
Johnny,
rest.
Ref to
PFA
PFA*

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.

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:

**R. S. DELAMATER
& ASSOCIATES**

CONSULTING ENGINEERS TELEPHONE (316) 262-8293 512 CENTURY PLAZA WICHITA, KANSAS 67202

February 9, 1972

Mr. R. W. Linn, P. E.
City Engineer
City of Wichita
City Annex Building
Wichita, Kansas 67202

Dear Mr. Linn:

We are handing you herewith one print of WILLO-ESQUE FIRST executed on the part of the engineer and the owners for your use in laying out and designing the sanitary sewer system for the subject plat.


We are also handing M. S. Mitchell one print--along with a print of the traverse closure computations for his use.

Should either of you have any questions regarding this matter, please do not hesitate to call on us.

Sincerely,

R. S. DELAMATER & ASSOCIATES

By


Wilmer Freund, P. E.

wf/j
enclosure

copy to
M. S. Mitchell - with enclosures
✓ John Gist
Ron Lane
Arch Conduff
John Blair

237-A



February 10, 1972

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

Subject: S/D 71-24 - 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.

- J.* Inserting the word *is* between the first two words on the second line of the first paragraph, which presumably was your intent.
- CP.* 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)

WILLOW - ESQUE

- EASEMENT :

Mine/

- insert the word "is" between which & hereby in 2nd line.

Setter/

wants additional language inserted in further attempt to hold City harmless for claims or damages for noise or inverse condemnation. SEE CUP file and original draft of easement under cover letter from Setter dated 8-5-71.

Borst/

Suggests new ¶ ~~following~~ in lieu of existing sentence following the legal description. See letter from Borst to Dekker dated 12-30-71.

- talked to Pirle on 2-9-72 and he will ✓ with Dekker on whether he agrees with Borst and we can proceed based on his memo of 12-30-71.

4:30 2-9-72, Pirle called and said Dekker advised to proceed with easement per comments and suggested language in memo from Borst / H

DRAFT

EASEMENT

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.

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

11



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:

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 Navigational Easement



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

February 15, 1972

Dick Linn, City Engineer

Curtis L. Newby, Planning Analyst

S/D 71-84 - Willo-Esque plat at the northeast corner of Maple and Ridge Road.

Attached for your information and records is a copy of an amended right-of-way agreement made between I. C. Investment, Inc., the plattor and Derby Refining Company.

This agreement is the result of one of the requirements of the approval (condition #6 in our letter of December 23, 1971, following the hearing of the preliminary plat), on the above referred to plat. The requirement of approval concerned an existing pipeline crossing subject property in the northeast corner of the preliminary plat. The applicant was to either make satisfactory arrangements with Derby Oil Company to release the pipeline easement involved or to make satisfactory arrangements to permit crossing of the pipeline easement with other utilities necessary to the plat. You will note that the agreement does provide for all expenses necessitated by lowering, raising, or casement of said pipeline, ~~will~~^{will} be born by the plattor and developer.

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

CLN:rme

Attachment

Memos sent to:

George Wilton, Superintendent of Public Works
M. S. Mitchell, Assistant Superintendent of
Public Works Maintenance

AMENDMENT TO RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made and entered into this 12 day of January, 1972, by and between DERBY REFINING COMPANY, a corporation, and L. C. INVESTMENT, INC., a Kansas corporation.

Covers entire area in preliminary plat (NOT affected by former final plat)

W I T N E S S E T H:

WHEREAS, Derby Refining Company is the owner of a right-of-way easement dated August 23, 1955, and recorded in Book Miscellaneous 358 at Page 229 of the Sedgwick County Register of Deeds Office, and covering a tract of ground described as follows:

A strip of land 30 feet in width adjacent and parallel to the west right-of-way line of the Wichita-Valley Center Floodway, and also any part of said Floodway itself being in the South half (S/2) of Section 22, Township 27, Range 1 West in Sedgwick County, Kansas.

WHEREAS, L. C. Investment, Inc., is the owner of the following described real estate, to-wit:

The Southwest Quarter (SW/4) of Section 22, Township 27 South, Range 1 West, except the South fifteen hundred seventy-five and ninety-eight hundredths (1575.98) feet of the East eight hundred four and twenty-one hundredths (804.21) feet thereof in Sedgwick County, Kansas.

WHEREAS, L. C. Investment, Inc., is in the process of platting into building sites the real estate above described and owned by it; and

WHEREAS, the parties hereto have entered into an Agreement whereby the above described easement heretofore granted to Derby Refining Company may be crossed by public utilities servicing the land owned by L. C. Investment, Inc.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, it is agreed by and between the parties as follows:

1. That the above described easement granted to Derby Refining Company may be crossed with other public utilities servicing the above described land owned by L. C. Investment, Inc.
2. Should it become necessary to case, raise or lower the existing six-inch crude pipeline owned by Derby Refining Company and laying in said easement at the present time, the costs of doing so shall be paid by L. C. Investment, Inc.
3. This Agreement shall have no effect on the provisions originally contained in said right-of-way agreement unless specifically modified herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 12 day of January, 1972.

DERBY REFINING COMPANY

By J. F. Beardslee
J. F. Beardslee, Its Vice President

L. C. INVESTMENT, INC.

By Ronald F. Lane
Ronald F. Lane, Its President

ATTEST:

Archie Conduff
Archie Conduff, Secretary

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BEFORE ME, a Notary Public, within and for said county and state, on this 12th day of January, 1972, personally appeared J. F. Beardslee, Vice President of Derby Refining Company, a corporation, personally known to me to be such officer, 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.

My commission expires: _____

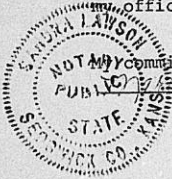
Wm. Lea Thorpe
Notary Public



STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BEFORE ME, a Notary Public, within and for said county and state, on this 13th day of June, 1972, personally appeared Ronald F. Lane, President of L. C. Investment, Inc., a Kansas corporation, personally known to me to be such officer, 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.



My commission expires: July 11, 1975

Sandra Lawson
Notary Public

January 28, 1972

R. S. Delamater & Associates
512 Century Plaza
Wichita, Kansas 67202

Re: S/D 71-84 - Final Plat of
WILLO-ESQUE FIRST

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on January 27, 1972, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee, subject to the conditions stated in our letter of January 21, 1972, which included the prefix "Circle" following the street name for both cul-de-sacs.

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

- Compliance with the requirements of the Metropolitan Area Planning Commission.
- Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- Certification by an attorney that fee title is vested in the platlor.
- Certification that all taxes due and payable for 1971 and prior years have been paid.

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

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: Ronnie Lane & Archie Conduff, c/o L. C. Investments,
6827 East Harry 67207
John Blair, Attorney, 301 North Market 67202
John Seeman, c/o Oblinger & Smith, 623 1st Nat'l Bank Bldg. 67202
Wilmer Freund, c/o R. S. Delamater & Associates,
512 Plaza Building 67202
Bob Vinson, Public Works

WICHITA-SEDGWICK COUNTY

DATE

METROPOLITAN AREA PLANNING DEPARTMENT

January 26, 1972

TO Files - S/D 71-84 Willo-Esque
FROM John D. Gist, Principal Planner
SUBJECT Street Names

On Tuesday, January 25, 1972, a meeting was held involving staff of MAPD and the Department of Public Works, KG&E, Post Office, Fire Department and the applicants on the above captioned plat. Purpose of the meeting was to discuss street naming and house numbering in the plat, and Bruggeman's memo to Lakin dated January 24 concerning same. That memo indicated Public Works position that it is necessary to break from the present policy of naming and numbering of cul-de-sac streets on this type of platting.

Insofar as this first final plat, it was concluded that all were in accord with the recommendation of Public Works that the street names as submitted on the final plat be retained and the suffix "Circle" (CL.) be added. It was also disclosed that house numbers would be assigned on an East-West and North-South system, rather than in a sequential order as has been the practice on most cul-de-sac streets designated as "Courts". As far as the balance of the applicant's preliminary plat, the same system will be applied as on this final, except that one of the cul-de-sacs extending off of Willo-Esque Drive may carry the "Court" designation and the corresponding sequential numbering system. Discretion will also be given to the balance of the preliminary as to what streets should carry already existing names for those which are a logical continuation of other streets in the approximate same North-South and/or East-West alignment in the city.

The result of this decision is that we will be operating under a dual standard or system of naming cul-de-sacs either "Courts" or "Circles", with the appropriate house numbering system applied accordingly.

Once Public Works has completed their study of street naming and proposed changes in ordinance relating to house numbering, and in conjunction and coordination therewith, the Advance Plans Division of MAPD has completed their overall study of street naming and house numbering for the entire County, the MAPC Policy Statement No. 2 on naming of cul-de-sacs and deadend streets will need to be amended.

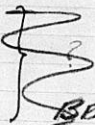
JDG:rme

cc: MAPC file, Policy Statement No. 2
R. W. Bruggeman, Director of Public Works
Bob Vinson, Department of Public Works
Bob Hawbaker, Junior Planner

✓ 4:00 1-25-72

Street Names ——— Villo - Esque First

~~GAS SERVICE~~
~~SHO~~
~~ADLER~~
✓ K&E 264-1111
EVT. 421



BELVINS

✓ HOLLER, WICHITA P.O. 267-6311 *castor*
EVT. 281

✓ HOBBS, WICHITA F.D. 262-4451

✓ BEUGGEMAN 295

✓ LINN 270

~~ASHKUNY~~ *pick*

~~SPAVES~~ *out of town*

Paul Taylor, Assoc. Geny. ✓ 274

✓ VINSON 303 & DOTTS

~~OFFER~~

✓ CAPT. GEO. SMITH 262-2611 ~~MU 64298~~

✓ ~~LARKIN~~ → MAJOR DICKWORTH

✓ GALBRAITH

✓ GIST

~~HOWLAND~~ *pick*

⊙ ~~WILKES FREUND 262-1293~~ } *out of town*

✓ APPLICANTS : LANE
CONQUIE



THE CITY OF WICHITA

OFFICE OF Director of Public Works DATE January 24, 1972

TO Robert Lakin, Director of Planning

FROM R. W. Bruggeman, Director of Public Works

SUBJECT Street Naming and Numbering
 of Willo Esque Plat

On Friday, January 21, 1972, a meeting was held with my staff in reference to naming and numbering the final plat of the Willo Esque Addition. After a lengthy discussion, I have determined that it is necessary that we break from the present policy of naming and numbering Cul-de-sacs on this type plating.

Therefore, it is recommended that the street names as recorded on the Willo Esque final plat be retained and the suffix circle be added. This will enable us to number this plat properly and also to distinguish it from the other plats which have a number of Cul-de-sacs with the same name from which they emanate. The suffix circle will enable the Fire Department and other utility companies to distinguish it from the sequential numbering system to an East and West and North and South numbering system.

If you desire further discussions on this matter, please feel free to call on me.

A handwritten signature in cursive script that reads "R. W. Bruggeman".

R. W. Bruggeman
Director of Public Works

RWB:vm

cc: Paul Graves, Traffic Engineering Division
 C. W. Dotts, Administrative Division
 Dick Linn, Engineering Division



WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION
CITY BUILDING ANNEX, 104 South Main
Wichita, Kansas

POLICY STATEMENT NO. 2

SUBJECT: Naming of Cul-de-sacs
and Deadend Streets
APPROVED: June 16, 1966
EFFECTIVE: Immediately

Cul-de-sacs and deadend streets shall be designated as courts and shall bear the name of the street from which they emanate. However, when said cul-de-sac or deadend street is a logical extension or continuation of an existing street, then the cul-de-sac or deadend street shall bear the same name as the street which it is extending, and shall be designated as "court" to indicate that it is a deadend street.

January 21, 1972

R. S. Delamater & Associates
512 Century Plaza
Wichita, Kansas 67202

Subject: S/D 71-84 - Final Plat
of WILLO-ESQUE FIRST

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, January 20, 1972, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- a. The applicants, or their representatives, shall contact the Planning Department relative to the applicants' desired change of wording in the plat's text concerning Reserves A and B.
- b. The applicants' engineer shall contact the Engineering Division of the Department of Public Works relative to the labeling of easements on the plat.
- c. Prior to the Planning Commission meeting on Thursday, January 27, 1972, the Planning Department, affected Divisions of the Department of Public Works and other appropriate parties shall meet relative to establishing appropriate names for the cul-de-sac streets.
- d. The applicant shall continue to work with the Planning Department on the construction standards, avigational easement and Home Association Agreement which when agreed upon in final form, shall be executed and forwarded with the final plat to the Board of City Commissioners.
- e. The applicant shall consult and work with Guy Moorfield of the Soil Conservation Service relative to seeding plans and recommended precautions to control wind and water erosion during construction.

Page 2

January 21, 1972

petition returned from eng.

f. The applicant shall install or guarantee the installation of paving of the streets, including separate and associated drainage improvements, in accordance with the specifications of the City Engineer.

petition returned from eng. on public sidewalk

g. The applicant shall install or guarantee the construction of sidewalks on the north side of Maple, and the private sidewalks in accordance with a sidewalk plan to be approved by the Planning Commission. The applicant shall contact the Planning Department relative to amendments to be made to said sidewalk plan, as discussed by the Subdivision Committee.

letter of credit

petition returned from eng.

h. The applicant shall install or guarantee the extension of sanitary sewer to serve all lots being platted.

Water Dept has petition - letter credit

i. The applicant shall contact the Water Department and make satisfactory arrangements or guarantee for the extension of City water to serve all lots being platted.

j. The applicant shall install both electric and telephone service underground.

k. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, January 27, 1972, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Very truly yours,

John D. Gist
Principal Planner

JDG:rne

Enclosure

Page 3
January 21, 1972

cc: Ronnie Lane & Archie Conduff, c/o L. C. Investments
6827 East Harry, 67207
John Blair, Attorney, 301 North Market, 67202
John Seeman, c/o Oblinger & Smith
1st National Bank Building, 67202
Wilmer Freund, c/o R. S. Delamater & Associates
512 Century Plaza, 67202
Bob Vinson, Public Works

4100 Maple
Wichita, Kansas 67209
943-9471

January 12, 1972

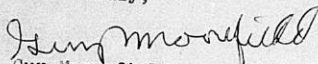
Mr. R. S. Delamater
512 Century Plaza
Wichita, Kansas 67202

Dear Del,

Inclosed are rather broad and general specifications for sediment control on the Willo-Esque plat. The soils sketch with attached descriptions will serve as a guide to the types of soils that will be worked with during development.

On site assistance may be provided during development if a request is made. It will be provided in line with the memorandum of understanding between the USDA Soil Conservation Service and the Sedgwick County Soil Conservation District.

Yours truly,


Guy Moorefield
District Conservationist

JGM/mah

cc: John Gist, MAPC ✓



PLANNING AND IMPLEMENTATION NOTES

Page 1

Willo-Esque Sub-
division
LAND USER SW $\frac{1}{4}$ 22-27-1W

Sedgwick County,
Kansas

DATE AND INITIALS	NARRATIVE
	SEDIMENT CONTROL PLAN
	<p>Practical combinations of the following technical principals will provide effective sediment control if they are properly planned and implemented.</p>
	<p>1 - During development, expose the smallest practical area of land at any one time.</p>
	<p>2 - When land is exposed during development, keep the exposure to the shortest practical period of time.</p>
	<p>3 - Protect critical areas exposed during development with temporary vegetation or mulching.</p>
	<p>4 - Establish permanent final vegetation as soon as practical.</p>
	<p>5 - Wherever feasible, retain and protect existing natural vegetation.</p>
	<p><u>Non-critical Area Stabilization.</u> In general, the Willo-Esque development areas are of good soils on moderate slopes. The establishment and maintenance of a good grass cover will not present serious problems.</p>
	<p><u>Seedbed preparation</u> -- Prepare clean firm seedbed with conventional equipment.</p>
	<p><u>Seeding</u> -- Adapted cool season grass species are Tall Fescue, Brome and Kentucky bluegrass. These grasses can be seeded during spring, summer and fall. Regular water applications are recommended. Seed at rates of 100 pounds per acre. Apply nitrogen fertilizer at about 60 pounds of N per acre.</p>
	<p>Adapted warm season grasses are American Bermuda, Midland Bermuda and Zoia. Sprig stolons in clean firm seedbed in spring or summer. Use about 15 cubic feet of stolons per acre.</p>
	<p>The native bluestem and buffalo grasses are also adapted warm season grasses that can be used. Seed in clean firm seedbed or straw mulch. Seed 25 pounds of good quality seed per acre. Do not fertilize. Buffalograss is preferred. It is a short growing grass that makes a strong turf.</p>
	<p><u>Critical Area Stabilization.</u> Cutting, filling and grading soils with heavy equipment result in areas of exposed subsoils or mixtures of soil horizons. These areas are usually low in fertility and present problems in establishing vegetation. This is often compounded by the season of development.</p>
	<p><u>Temporary measures</u> -- Stabilize sites by seeding fast growing annuals such as rye, wheat, sudangrass or millet. The vegetative growth of these grasses can be worked into the soil when the</p>

PLANNING AND IMPLEMENTATION NOTES

LAND USER Willo-Eaque Sub-
division

DATE AND INITIALS (con't)
NARRATIVE

permanent seeding is made.

An alternative method: Apply straw mulch for immediate protection. The mulch can be worked into the soil at final seeding time.

Seed the critical areas in a clean seedbed using seed for final seeding. Place and anchor jute or burlap material over the area. If cool season grasses are used, fertilize at seeding time. Apply water regularly until a good cover has been established.

These recommendations are broad and general. On site assistance can be provided during period of development if desired.

Guy Moorfield
Guy Moorfield
District Conservationist
Soil Conservation Service
4100 Maple, Wichita
Phone: 943-9471

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 71-84 Name WILLO-ESQUE
Date Application Rec'd. 11-22-71 Preliminary Approval 12-16-71
Scheduled S/D Meeting 1-20-72

DESCRIPTION

General Location At the northeast corner of Maple and Ridge Road

Owner L. C. Investments
Surveyor/Engineer R. S. Delamater & Associates
Address 512 Century Plaza Phone 262-8293

- | | | | |
|--|----------------------|----------------------------------|-----------------|
| 1. Gross Acreage of Plat | <u>13.4</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>70</u> R/W <u>1269</u> ft. | |
| Residential | <u>39</u> | b. <u>64</u> R/W <u>1078</u> ft. | |
| Commercial | | c. _____ R/W _____ ft. | |
| Industrial | | d. _____ R/W _____ ft. | |
| Other | <u>2 Reserves</u> | e. _____ R/W _____ ft. | |
| Total Number of Lots | <u>41</u> | TOTAL | <u>2347</u> ft. |
| 3. Minimum Lot Frontage | <u>60</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>6,000</u> sq. ft. | streets? <u>yes</u> <u>X</u> no | |
| 5. Existing Zoning | <u>AA</u> | | |
| 6. Proposed Zoning | <u>AA</u> | | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>Wichita Water Department</u> | | | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | | | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | | | |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____ | | | |

STAFF COMMENTS:

1. This final plat is a portion of an overall preliminary approved by the Subdivision Committee on December 16, 1971.
2. The applicant shall continue to work with the Planning Department on the construction standards, avigational easement and Homes Association Agreement, which when agreed upon in final form, shall be executed and forwarded with the final plat to the Board of City Commissioners.
3. The applicant shall consult and work with Guy Moorfield of the Soil Conservation Service relative to seeding plans and recommended precautions to control wind and water erosion during construction.
4. The applicant shall install or guarantee the installation of paving of the streets, including separate and associated drainage improvements, in accordance with the specifications of the City Engineer.
5. The applicant shall install or guarantee the construction of sidewalks on the north side of Maple, the private sidewalks in accordance with a sidewalk plan to be approved by the Planning Commission and any other public sidewalks adjacent to streets if required.
6. The applicant shall be advised that sidewalk construction will be required prior to final building inspection for lots where the sidewalk has been previously required as a condition of platting.
7. The applicant shall install or guarantee the extension of sanitary sewer to serve all lots being platted.
8. The applicant shall contact the Water Department and make satisfactory arrangements or guarantee for the extension of City water to serve all lots being platted.
9. The applicant shall install both electric and telephone service underground.
10. Recording of the plat within 30 days after approval by the Board of City Commissioners.

**R. S. DELAMATER
& ASSOCIATES**

CONSULTING ENGINEERS TELEPHONE (316) 262-8293 512 CENTURY PLAZA WICHITA, KANSAS 67202

January 10, 1972

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

Attention: Mr. John Gist, Principal Planner

Dear Mr. Gist:

Enclosed are 29 prints of the final plat of Willo-Esque First, depicting the revisions and amendments as discussed with you and Mr. Galbraith last Friday.

We understand this matter will be on the Subdivision Committee agenda for Thursday, January 20, 1972.

Should you need any further information, please call us.

Very truly yours,

R. S. DELAMATER & ASSOCIATES

By

Wilmer Freund
Wilmer Freund, P. E.

wf/js
enclosures

cc: Archie Conduff
Ronnie Lane
John Blair
John Seeman



237-A

THE CITY OF WICHITA
OFFICE OF
ENGINEERING DIVISION

DATE January 4, 1972.



TO Robert Lakin, Director of Planning

FROM R. W. Linn, City Engineer

SUBJECT Willow-Esque
Drainage Plan

You have received a letter from Mr. Wilmer Freund concerning the drainage plan for Willow-Esque.

Extent, location, design, and other details of drainage system are not a consideration at this time other than easement location and design concept. Design concept is considered only to the extent of underground (pipe) versus open channel system.

The developers and Mr. Freund have agreed that an open channel system is not feasible for this plat.

Drainage easements will be required on the final plat. The design of the drainage system will be performed after the plat is recorded but prior to development or installation of other facilities.

This office will review the final plat when submitted and check conformance with this concept.

R. W. Linn,
City Engineer.

RWL-LS

cc
Wilmer Freund
M. S. Mitchell
Arch Conduff



**R. S. DELAMATER
& ASSOCIATES**

CONSULTING ENGINEERS

TELEPHONE (316) 262-8293 512 CENTURY PLAZA WICHITA, KANSAS 67202

December 30, 1971

Mr. Robert A. Lakin
Director, MAPD
City Building Annex
Wichita, Kansas 67202

Attention: Mr. John Gist
Principal Planner

REF: Subdivision No. 71-84
Willo-Esque First



Dear Mr. Gist:

Reference is made to Item 1 of your letter dated December 23, 1971, concerning a drainage plan for subject plat.

The applicants and myself have been in conference with Mr. Dick Linn, City Engineer, relative to resolving certain of the drainage problems. It is our conclusion that we will leave the configuration of that part of the preliminary plat of Willo-Esque in Block 4 generally as indicated on the preliminary plat (depicting a 20' drainage easement along the east side of Lots 27 thru 34) except that facility for drainage be underground down Willo-Esque Court. This facility at time of final design could possibly be sized to include that portion of the drainage running south - southeasterly down Tarabury Lane.

With this arrangement we believe that the storm sewer can be eliminated on the southern end of Willo-Esque making it necessary only to intercept that surface water with curb inlets near Maple Street and discharge it into the proposed storm sewer along the north side of Maple Street. We are aware that the exact sizing, location of inlets, manholes and pipes will be dependent upon circumstances as developed at time of final design.

It is our understanding that the above general concept is acceptable to Mr. Linn. We herewith propose that these facilities be installed either by petition on the part of the developers or if it proves more economical the developers may wish to develop plans and construct the storm sewer themselves all subject to approval of the city engineer.

We understand this will permit us to proceed with preparation of the first final plat of that portion of Block 4 which it has been determined to plat at this time.

Mr. Robert A. Lakin
Director, MAPD

-2-

December 30, 1971

Attention: Mr. John Gist
Principal Planner

We appreciate the time and effort the staff has contributed to this particular development.

Very truly yours,

R. S. DELAMATER & ASSOCIATES

By


Wilmer Freund P.E.

WF/rr

cc: Mr. Dick Linn, P.E.
City Engineer
Mr. M. S. Mitchell
Asst. Supt. of Public Works Maint.
Mr. Ronnie Lane
Mr. Archie Conduff



237-A

THE CITY OF WICHITA
OFFICE OF Park Board

DATE December 29, 1971



TO Mr. Bernard V. Borst, Assistant City Attorney
FROM H. Jay Setter, Acting Director

SUBJECT Avigational Easement

The sole purpose for this proposed avigational easement is to hold the City or Board of Park Commissioners or the governmental body authorized to own and operate airports, harmless from claims or damages for noise or inverse condemnation. It appears that the proposed easement may not accomplish this. A copy of the original easement is included in your file and attached to a memorandum dated August 5, 1971, from me to Mr. Lakin.

What I am concerned with is the interference with surface use or rights which could be the basis for a claim. Possibly the release contained in the initial draft could somehow be incorporated into the proposed easement.

In other words, the proposed easement does not appear to grant any rights for the use of navigational air space which do not already exist under Federal law.

I'm returning herewith your file number 71-14-20-22, entitled "Easements - Avigational."

H. Jay Setter
Acting Director

HJS:g

Enclosure

cc: Mr. John Dekker, Director of Law
Mr. Robert Lakin, Director of Planning

December 23, 1971

Wilmer Freund, P.E.
R. S. Delamater & Associates
512 Century Plaza
Wichita, Kansas 67202

Subject: S/D 71-84 - Preliminary
Plat of WILLO-ESQUE

Dear Mr. Freund:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, December 16, 1971, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- see letter from applicant, Eng. Dick Levin has confirmed*
1. Prior to the preparation of the first final plat, the appropriateness of the preliminary plat's design shall be determined based on arriving upon an acceptable drainage plan with the Department of Public Works which can function within the street and/or open space system as proposed.
 2. *apparently not satisfactory, see memo from H. J. Jeter*
Continue to work with the Planning Department on the construction standards, avigational easement and Homes Association Agreement, which when agreed upon in final form, shall be executed and forwarded with the final plat to the Board of City Commissioners.
 3. The applicant shall continue to work with Bob Vinson of the Department of Public Works relative to indicating proper street names within the plat. Revisions are necessary to utilize the same name for streets which are logical extensions or continuation of other existing streets of the approximate same alignment.
- > No additional comment needed on the first final plat*

- ✓ 4. The applicants and/or their representatives shall continue to work with the Engineering Division of the Department of Public Works, Kansas Gas & Electric and Southwestern Bell Telephone companies, relative to establishing an adequate overall utility easement network, indicating the appropriate portions thereof on the first final plat. *no additional comment needed on 1st final plat*
- ✓ 5. The applicant shall consult and work with Guy Moorfield of the Soil Conservation Service relative to seeding plans and recommended precautions to control wind and water erosion during construction.
- OK ✓ 6. The applicant shall arrange for release of the 30-foot pipe-line easement indicated along the east property line, if such easement is found to no longer be necessary; or, the applicant shall arrange for the right of crossing said easement with other utilities. In the event such easement is to remain, the applicant shall absorb all costs of lowering the pipe line to permit other utility crossings, if necessary. *for agreement dated 1-12-72*
- ✓ 7. The cross-hatched area in the northeast corner of the preliminary plat shall be indicated as a "Floodway", and the accompanying wording, obtainable from the Flood Control Office, shall be included within the plat's text of the final plat of that area. *not affected by first final plat*
- ✓ 8. The applicant shall contact M. S. Mitchell of the Maintenance-Flood Control Office, relative to the description of a drainage easement adjacent to the north side of Maple that is to be granted by separate instrument. *? may not be needed if now going to a SWS*
- ✓ 9. The notation of "access control except for two openings" indicated along the east line of Ridge Road, shall be amended so as to be adjacent to Lot 3, proposed for garden apartments. "Complete access control" shall be indicated along the east side of Ridge Road from the north line of said Lot 3 to the south line of Tarabury Lane. *not affected by first final plat*
- ✓ 10. Prior to final platting the "light commercial" area, Lot 2, the applicant shall contact the Traffic Engineering Division of the Department of Public Works relative to indicating access controls to Maple and Ridge Road adjacent to that lot. *not affected by first final plat*
- ✓ 11. The applicant shall install or guarantee the installation of paving of the streets, including separate and associated drainage improvements, in accordance with the specifications of the City Engineer.

Page 3
December 23, 1971

- modify as needed*
- ✓ 12. The applicant shall install or guarantee the installation of sidewalks on the south side of Second Street, east side of Ridge Road, the north side of Maple, the private sidewalks in accordance with a sidewalk plan to be approved by the Planning Commission, and any other public sidewalks adjacent to the streets, if required.
 - ✓ 13. The applicant shall install or guarantee the extension of sanitary sewer to serve all lots being platted.
 - ✓ 14. The applicant shall contact the Water Department and make satisfactory arrangements or guarantee for the extension of City water to serve all lots being platted.
 - ✓ 15. The applicant shall install both electric and telephone service underground.
 - 16. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
 - 17. Requirements for a final plat (see pages 20 through 25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

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

Very truly yours,

John D. Gist
Principal Planner

JDG:rme

Enclosure

cc: Ronnie Lane & Archie Conduff, c/o L. C. Investments
6827 East Harry, 67207
John Blair, Attorney, 301 North Market, 67202
John Seeman, c/o Oblinger & Smith
1st National Bank Building, 67202

December 16, 1971

John Dekker, Director of Law
Curtis L. Newby, Planning Analyst

Avigational Easement

Attached is a "draft" copy of the avigational easement required as a condition of approval on DP-42 - Willo-Esque C.U.P. at the northeast corner of Ridge Road and Maple. This draft of the easement has been submitted to our office for review and we would appreciate any comments or suggestions you may have concerning this matter at your earliest convenience.

If you have any questions concerning this matter, please contact Jack Galbraith, John Gist or myself.

CLN:rme

Attachment

cc: H. Jay Setter, Acting Director, Park Department

December 14, 1971

Mr. Al Snider
District Engineer
Southwestern Bell Telephone Co.
154 North Broadway
Wichita, Kansas 67202

Mr. Steve Peek
Division Engineer
KG&E, The Electric Company
201 North Market
Wichita, Kansas 67202



*KG&E recommended
of the Sub. Com. meeting
on Dec. 16, 1971, that this
letter be disregarded
& applicant continue
work with company
see adequate comments
#*

Dear Mr. Snider and Mr. Peek:

As discussed with you gentlemen in the office of Wilmer Freund, L. C. Investment, Inc., has agreed to grant a ten foot easement for the purpose of laying underground power lines and underground telephone lines to provide service to the lots described in the plat on Willo-Esque. It is our understanding that your two companies are to use the same easement whenever possible. It is our further understanding that you will furnish us a description of the ten foot easements which you need in order for L. C. Investment, Inc., to show the same on the plat prior to the time the plat is filed with the Register of Deeds.

You may consider this a letter of intent to dedicate the easements as outlined above and requested by you in our meeting with Mr. Wilmer Freund.

Yours very truly,

BLAIR, MATLACK, ROGG, FOOTE & LAMBDIN, P.A.

Richard V. Foote

RVF:skt

DRAFT



PROTECTIVE COVENANTS

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

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

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 _____ . 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.

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:

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, 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.

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

11



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:

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

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

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.

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.

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 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, ROGG, FOOTE & LAMBDIN, P.A.
Attorneys at Law
301 NORTH MARKET
WICHITA, KANSAS 67202
261-2546

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:

**R. S. DELAMATER
& ASSOCIATES**

CONSULTING ENGINEERS TELEPHONE(316) 262-8293 512 CENTURY PLAZA WICHITA, KANSAS 67202

December 14, 1971

R. W. Linn, P.E.
City Engineer
City Building Annex
Wichita, Kansas 67202

Dear Mr. Linn:

We are submitting herewith one set of prints depicting a possible drainage plan for Willo-Esque as we discussed with you last Friday, December 10th and with Mr. M. S. Mitchell yesterday, December 13th.

We will appreciate any comments either you or Mr. Mitchell may have prior to the Subdivision Committee meeting scheduled for Thursday afternoon, December 16th.

Sincerely,

R. S. DELAMATER & ASSOCIATES

By
Wilmer Freund, P.E.

WF/rr
Enclosure

cc: Mr. M. S. Mitchell, Asst. Supt. of Public Works Maint.
w/one set of prints
Mr. John Gist, Principal Planner, M.A.P.D. ✓
Mr. Archie Conduff
Mr. Ronnie Lane
Mr. John Blair

237-A

Construction standards on all residences in Willo-Esque for the lowering of noise pollution shall be as follows:

1. All living area exterior glass shall be double glazed or each glass shall have a storm pane.
2. All living area exterior doors to the residences shall be solid core.
3. Insulation of exterior side walls in the living area portion of the residences shall be full thick insulation.
4. The ceiling of the living area of the residences shall have 6-inch thick insulation.

**R. S. DELAMATER
& ASSOCIATES**

CONSULTING ENGINEERS TELEPHONE (316) 262-8293 512 CENTURY PLAZA WICHITA, KANSAS 67202

December 10, 1971

Willo-Esque
S/D 71-84

Mr. Robert A. Lakin
Director, M.A.P.D.
City Building Annex
Wichita, Kansas 67202

Attention: Mr. John Gist
Principal Planner

Dear Mr. Gist:

We are handing you herewith the following pertaining to the above referenced plat: 29 prints of the revised preliminary plat; 10 prints of the preliminary plat depicting the proposed sidewalk, landscaping and lighting plan; 10 prints of details for sidewalk, landscaping, lighting and utilities in the 20' open space with 5' supplementary easements; 2 noise level contour maps and 6 prints of typical cul-de-sac paving plan in the 0-lot courts.

We have had preliminary discussions with both Mr. Dick Linn and Mr. M. S. Mitchell pertaining to proposed drainage of the area and will furnish drainage plan prints to each of them on Monday, December 13, 1971.

Sincerely,

R. S. DELAMATER & ASSOCIATES

By


Wilmer Freund, P.E.

WF/rx

Enclosures

cc: Mr. Arch Conduff
Mr. Ronnie Lane
Mr. John R. Blair
Mr. John Seeman
Mr. Dick Linn
Mr. M. S. Mitchell



237-A

December 6, 1971

Wilmer Freund, P.E.
R. S. Delamater & Associates
512 Century Plaza
Wichita, Kansas 67202

Subject: S/D 71-84-Preliminary
Plat of WILLO-ESQUE

Dear Mr. Freund:

At its regular meeting on December 2, 1971, the Subdivision Committee of the Metropolitan Area Planning Commission considered the above captioned plat. After discussing the proposed plat in relation to the associated Community Unit Plan, DP-42, and hearing concerns of the Planning Department and representatives of the Utility Advisory Committee regarding the need for additional supportive information and plans, it was the action of the Committee to defer this plat for two weeks.

During this deferral period efforts should be made to redesign the preliminary so as to be more compatible with the approved CUP, setting out common open space areas as originally intended. It is recommended that the proposed avigational easement and construction standards be submitted as soon as possible to permit ample time for review prior to the next meeting. As far as the Homes Association agreement, it too should be submitted when available, submission, however, to be no later than with the filing of the first final plat.

Other supporting plans and information which are needed should include the following:

- Detailed sidewalk plan including the location of sidewalks, proposed lighting, landscaping, etc.
- An overall drainage plan for review by the Engineering and Maintenance Divisions of the Department of Public Works.

December 6, 1971
Page 2

- Proposals for the geometrics of street right-of-way for the cul-de-sac type streets, together with the geometric design of street improvements contained therein.
- A utilities plan providing for collective review, which is derived from meeting with all utilities concerned and determining how the lots are to be served, and which then can be compared to the proposed street system, common open space, sidewalks, landscaping, etc.

It was also pointed out that precautions to control wind and water erosion during construction should be taken, as it is important to prevent sedimentation of adjacent drains. I would suggest that the applicant contact Guy Moorefield of the Soil Conservation Service concerning his suggestions on this matter.

This matter will be rescheduled for the next regular meeting of the Committee on Thursday, December 16, 1971. If you have any further questions, please contact our office.

Very truly yours,

John D. Gist
Principal Planner

JDG:rme

cc: Ronnie Lane & Archie Conduff, c/o L. C. Investments
6827 East Harry, 67207
John Blair, Attorney, 301 North Market, 67202
John Seeman, c/o Oblinger & Smith
1st National Bank Building, 67202

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 71-84 Name WILLO-ESQUE
Date Application Rec'd. 11-22-71 Preliminary Approval
Scheduled S/D Meeting 12-2-71

DESCRIPTION

General Location At the northeast corner of Maple and Ridge Road

Owner L. C. Investments
Surveyor/Engineer R. S. Delamater & Associates
Address 512 Century Plaza Phone 262-8293

- | | | | |
|--------------------------------|--|--|------------------|
| 1. Gross Acreage of Plat | <u>131.4</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>70</u> R/W <u>4130</u> ft. | |
| Residential | <u>286</u> | b. <u>64</u> R/W <u>9800</u> ft. | |
| Commercial | <u>1</u> | c. <u> </u> R/W <u> </u> ft. | |
| Industrial | <u> </u> | d. <u> </u> R/W <u> </u> ft. | |
| Other | <u> </u> | e. <u> </u> R/W <u> </u> ft. | |
| Total Number of Lots | <u>287</u> | TOTAL | <u>13930</u> ft. |
| 3. Minimum Lot Frontage | <u>60</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>6000</u> sq. ft. | streets? <u>yes</u> <u>X</u> <u>no</u> | |
| 5. Existing Zoning | <u>AA</u> | | |
| 6. Proposed Zoning | <u>AA & LC</u> | | |
| 9. Public Water Supply | <u>Yes (Yes-No)</u> , Name <u>Wichita Water Department</u> | | |
| 10. Public Sanitary Sewers | <u>Yes (Yes-No)</u> , Name <u>City of Wichita</u> | | |
| 11. Health Department Approval | (where applicable) <u> </u> (Yes-No) | | |
| 12. City of Wichita | <u>X</u> : Three-Mile Area <u> </u> | | |

STAFF COMMENTS:

1. The Board of City Commissioners at its regular meeting of November 16, 1971, considered a residential CUP (DP-42 - Willo Esque) located at the northeast corner of Ridge Road and Maple. The action of the City Commission was to approve the CUP subject to several conditions which included platting, provisions for the guarantee of construction standards to be submitted for review and approval at the time of platting, and the submission of an avigational easement for review and approval as to form by the Legal Department at the time of platting. Neither the construction standards or avigational easement have been submitted.
2. The CUP also provided that a Home Association agreement providing for the maintenance of non public common areas, parking areas, community facilities, drainage channels, etc., shall also be submitted with each plat of the area and since a draft agreement has not yet been submitted, one should be submitted prior to the submission of a final plat.
3. Another condition that has not been complied with is the submission of a detailed sidewalk plan which should include location of sidewalks, proposed lighting, landscaping, etc., so that a determination can be made as to whether or not any public sidewalks need to be guaranteed on public streets. A sidewalk plan did not accompany the preliminary plat.
4. The approved CUP also stated that drainage problems shall be resolved at the time of platting and that a drainage plan of the entire area shall be submitted for approval.
5. Associated with drainage problems and the construction of private sidewalks in the open space area at the rear of each lot, is the proposed location of utilities. Several of the narrow open space corridors will have to provide for drainage, utilities, landscaping, and sidewalks, and detailed plans are needed before any determination can be made as to the appropriate design of the plat.

(over)

6. In reviewing the approved CUP, the Planning Department had originally emphasized a concern for several narrow areas indicated for open spaces. In comparing the plat with the CUP, it is noted that many of the dimensions have further decreased in size. Open space areas that originally scaled as 180 feet, 160 feet, 70 feet, etc. are now decreased to 90 feet, 40 feet, 35 feet, etc.
7. Based on the need for several items, including providing the open space as approved on the CUP, it is recommended that the Subdivision Committee and Utility Advisory Committee be prepared to comment on the plat, and it is further recommended that the Preliminary Plat be deferred until the above conditions are complied with.

Also necessary are the following:

8. Indicating the granting of access control as approved on the CUP.
9. Contacting Bob Vinson of the Department of Public Works relative to the naming of all streets.
10. Indicating the large areas labeled for townhouses and garden apartments as lots and provide for the numbering of same. Also indicating the light commercial area as a platted lot with appropriate setbacks, access control, utility easements, etc.
11. Guaranteeing the installation of a sidewalk adjacent to at least Maple, Ridge Road and 2nd Street.
12. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
13. Requirements for a final plat (see pages 20 through 25, Part 4, Article 5 of the MAPC Subdivision Regulations).

**R. S. DELAMATER
& ASSOCIATES**

CONSULTING ENGINEERS TELEPHONE(316) 262-8293 512 CENTURY PLAZA WICHITA, KANSAS 67202

November 22, 1971

Willo-Esque

Mr. Robert A. Lakin
Director, M.A.P.D.
City Building Annex
Wichita, Kansas 67202

Dear Mr. Lakin:

We are submitting herewith an application for subdivision approval together with twenty-nine prints of Willo-Esque and a draft for \$908 to cover the application fee.

We request that this plat be placed on the agenda for the next meeting of the Subdivision Committee.

Very truly yours,

R. S. DELAMATER & ASSOCIATES

By 
R. S. Delamater, P.E.

RSD/rr
Enclosures

cc: Archie Conduff
Ronnie Lane



237-A

Map No.: 5077
Section No.: 22
Twp. No.: 27S
Range: 1W

S/D No. 71-84

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Willo-Esque

General Location: North of Maple Street and east of Ridge Road.
NE corner

Name of Property Owner: L C Investments

Address: 6827 East Harry

Phone: 684-8349 or 265-9979

Name of Subdivider: Ronnie Lane & Arch Conduff

Address: _____

Phone: _____

Name of Agent/Surveyor: R. S. Delamater & Associates

Address: 512 Century Plaza

Phone: 262-8293

Date of Application: November 22, 1971

SUBDIVISION INFORMATION:

- | | |
|--|---|
| 1. Gross Acreage of Plat <u>131.4</u> | 7. Lineal Feet of New Streets: |
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| Commercial <u>One</u> | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>287</u> | TOTAL <u>13930</u> ft. |
| 3. Minimum Lot Frontage <u>60</u> ft. | 8. Sidewalk adjacent to all streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> |
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| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA & LC</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>Wichita Water Department</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | |
| 12. City of Wichita <u>X</u> <u>Three-Mile Area</u> | |

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

Owner's Signature: Ronald L. Lane

Wichita-Sedgwick County Metropolitan Area
Planning Commission, Room 402, City Building
Annex, 104 South Main Street, Wichita, Kansas

Received by John Diet
Date 11-22-71
Fee Submitted 7908.00

T9-301B
(2-71)



Form 201-201

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

Comments:

Due Date

Date

By