

PLAT NO. S/D 72-90 MAP NO. G-4W-C

NAME FAWNWOOD ADDITION

LOCATION 3½ miles East of Goddard, Ks., North side Hiway
U.S. 54 West and East of 151st Street West

ENGINEER _____

OWNER Howard A. Rishel

APPLICATION FILED 9/6/72

SKETCH PLAT FILED 9/6/72

PRELIMINARY FILED 7-9-73

revised 11-25-74

S/D ACTION 7-19-73 approved

12-5-74 approved

FINAL FILED 12-24-74

S/D ACTION 1-2-75 approved

MAPC no quorum 7-26-73

MAPC ACTION approve Preliminary 8-3-73

mapc 1-9-75 approved

BCC ACTION 4-22-75 approved

RECORDED May 9, 1975

REMARKS _____

ACTION

| | DATE |
|---|------------------|
| S/D COMMITTEE (PRELIM) | 7-19-73 |
| M.A.P.C. <u>See former</u> | 7-26-73 |
| M.A.P.C. <u>Approve Prelim</u> | 8-3-73 |
| B.C.C./ B.C.C. <u>Approved</u> | 4-22-75 |
| S/D Comm. | Approved 12-5-74 |
| S/D Comm. | Approved 1-2-75 |
| m.a.p.c. | Approved 1-9-75 |

S/D 72-90 FAWNWOOD ADDITION - 3 1/4 miles East of Goddard, Ks. North side Hiway U.S. 54 West & East of 151st Street West. Howard Rishel

Map No. G-4W-C
Sec. No. 26
Twp. No. 27S
Range 2W

Subdivision Report and Progress

S/D No.: 72-90

Name: FAWNWOOD ADDITION

General Location: 3 1/2 miles East of Goddard, Ks., North side Hiway U.S. 54 West and East of 151st Street West

Owner: Howard A. Rishel Phone: 722-1209

Address: Rt. 9, Wichita, Ks.

Subdivider: Same Phone: _____

Address: _____

Engineer/Surveyor: Same Phone: _____

Address: _____

Application Received 9/6/72
Conf. with Applicant none
Sketch Plat Received 9/6/72
Present Zoning R-1 C-6 C
Proposed Zoning Residential, etc
Letter of Intent 10-3-72

PREL. PLAT RECEIVED 7-9-73
S/D Comm. Action 1-19-73 Approved

Dept. Report on Prel. _____

TRACING PROGRESS:

Received _____
Released _____
Received _____
Released _____

FINAL PLAT RECEIVED 12-24-74
S/D Comm. Action 1-2-75 Approved

Dept. Report on Final 1-3-75

M.A.P.C. ACTION Apr 30 Prelim 8-3-73

Dept. Report on Final 4-9-75

Letter on Irons Received N/A

Title/Taxes Rec'd & Reviewed 4-4-75

Final Review 4-17-75

Referral to B.C.C. 4-17-75

B.C.C. ACTION 4-22-75 Approved

Recorded May 9, 1975

M.A.P.C. 1-9-75 Approved

S/D revised petition received 11.25.74
S/D meeting 12.5.74 Approved
Comments: _____

FAWNWOOD ADDITION

Attica Township

USD #265

1/2/75 print for M.P.C.
2/6/75 revised print for M.P.C.

4/25/75 called Howard Rishel to pick up plat tracing for recording.



REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

Fawnwood ADDITION was

filed for record on May 9, 1975

Barry J. McCall
Register of Deeds

DECLARATION OF PROTECTIVE COVENANTS
AFFECTING FAWNWOOD ADDITION
TO SEDGWICK COUNTY, KANSAS

THIS DECLARATION, Made effective as of the ____ day of _____, 197__, by the undersigned, hereinafter called Grantors, who are the owners of all lots and tracts in FAWNWOOD ADDITION.

WITNESSETH:

WHEREAS, Grantors are the owners of the real property described in Clause I of this declaration, and are desirous of subjecting the real property described in Clause I to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

NOW, THEREFORE, the grantors hereby declare that the real property described in and referred to in Clause I hereof is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

DEFINITION OF TERMS

"Residential Building Site" as well as "Building Site" shall mean any lot or two or more contiguous lots or portions thereof, or a parcel of land upon which a Building may be erected in conformance with the requirements of these covenants.

"Detached Single-Family Dwelling" or "Single Family Dwelling" shall mean a building and appurtenant structure thereto as defined in Clause II, Section A hereof, erected and maintained in conformance with the requirements of these covenants for private residential purposes and designed for occupancy by a single family. It shall not mean any flat, apartment, multi-family dwelling or duplex even though intended for residential use and purposes.

"Commercial Building" shall mean a building constructed and located on a Building Site which is zoned for that use.

"Outbuilding" shall mean an enclosed, covered structure not directly attached to a single-family dwelling to which it is appurtenant.

"Apartment Building" shall mean a building constructed and located on a Building Site which is zoned for that use, and is occupied by more than one family unit.

"Improvements" shall mean and include Commercial Buildings as defined in CLAUSE II Section B, detached single-family dwelling as herein defined, outbuildings, fences, masonry walls, hedges, mass plantings, exterior antenna and other usual appurtenances of these covenants.

"Front and Side Street Building Set-back Line or Lines" shall mean the minimum distance which a detached single-family dwelling or Building shall be set back from the front and/or side lines respectively.

"Side Building Site Line" shall mean the boundary or property line dividing two adjoining building sites.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements with respect to the various portions thereof set forth in the various clauses and sections of this declaration is located in the County of Sedgwick, State of Kansas, and is more particularly described as follows, to-wit:

Lots 1 to 15, inclusive, Block 1
Lots 1 to 10, inclusive, Block 2

all in FAWNWOOD ADDITION, Sedgwick County, Kansas, plat of which is of record in the office of the Register of Deeds of Sedgwick County, Kansas, hereinafter referred to as "Addition".

No property other than that described above shall be deemed subject to this declaration.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or improperly proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide for a high type and quality of improvements on said property.

A. No structures shall be erected, altered, placed or permitted to remain on any building site subject to this declaration other than new buildings constructed for single-family residence with attached garage, multi-family or apartment, and commercial use as designated by zoning restrictions.

B. No structures shall be erected, altered, placed or permitted to remain on any commercial building site subject to this declaration other than new buildings and other improvements incidental to commercial use of the premises.

C. These Covenants shall and so hereby provide that no commercial building, detached single-family dwelling or their improvements, including fences, as herein defined shall be erected, placed or altered on any premises in said development until the building or other improvement plans, specifications and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design, including the height of such improvements, with existing structures in the development, and as to location of the improvements with respect to topography, grade and finished ground elevation, by the Architectural Control Committee; provided, however, that the said Committee, its members, 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 mistake in judgment, negligence or non-feasance of itself, its 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 said Committee for approval, by the submitting of 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 the said Architectural Control Committee. In the event said Committee fails to approve or disapprove such design, height and

location within thirty (30) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of the terms and conditions of this Section C or without the written approval required in Sections D and K hereof and no suit to enjoin the erection, establishment or alteration of such improvements has been commenced prior to the completion thereof, this Covenant will be deemed to have been fully complied with.

D. The main body of any building including attached garages, breeze-ways, attached greenhouses, ellsand porches, enclosed or unenclosed, erected or maintained on any building site, shall not occupy more than seventy-five percent of the width of the respective building site on which it is erected, measured in each case on the front street building set-back line, except with the written approval of the Committee, but in each such case such detached single-family dwelling shall still be located at least twenty feet from the side building site line or lines and within the side building set-back line if contiguous to a side street.

All fences and walls erected on any of said building sites, shall be wood, stone or brick.

E. No building or dwelling shall be erected, placed or maintained on any building site which has a width at the front street property line of less than seventy feet if contiguous to a front street only or less than 100 feet if contiguous to both a front street and a side street. Building set-back from the front street and side street property line shall be a minimum of thirty five (35) feet.

F. It is hereby provided except on lots zoned Commercial, that no retail, wholesale, manufacturing or repair business of any kind nor so-called home occupations shall be permitted on any building site or in any detached single-family dwelling or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become any annoyance or nuisance to the neighborhood, shall be carried on upon any building site or in any detached single-family dwelling or appurtenant structures erected thereon.

G. No basement, tent, shack, garage, barn, trailer or other out-buildings will be erected for human or animal habitation for use temporarily or permantly. Storage buildings shall be attached units.

G-1. All single-family dwellings shall provide three parking spaces on each building site.

H. No used, secondhand or preivusly erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land, nor shall any trailer be moved, placed or permitted to remain upon a building site subjected to these covenants.

I. No animals or poultry of any kind, other than house pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants.

authority as to property ownership doing business in Sedgwick County, Kansas, as to the record ownership of the property hereby restricted and a recordable certificate by a registered or certified surveyor or engineer authorized to practice in the State of Kansas as to the front footage owned by the record owners as shown by said abstractors or title companies or otherwise then generally legally recognized authority's certificate shall be deemed conclusive evidence of fee simple title ownership of property and front footage thereof so owned and hereby restricted with regards to compliance with the provisions of this section.

O.. The Architectural Control Committee will, form, or cause to be formed, a non-profit Corporation for the purpose of beautification of said addition, to enhance the esthetic value, and for the general use, protection and benefit of owners of each residential site in said area; such beautification will require the maintenance of, but not limited to, planting or landscaping on any community area, on parking, on reserves, on recreational areas and drainage rights of way, if required, and decorative treatment of entrance ways and other areas which lend themselves to such treatment, and the treatment and maintenance of all lakes and waterways in said area.

The Architectural Control Committee shall consist of three persons. The initial committee shall consist of Howard A. Rishel, Doris M. Rishel, and Mack Sanders. If any of said persons fail to serve on said committee, the remaining committee members may appoint a successor, except the third such member shall be named by the non-profit Corporation. The term of each committee member shall be indefinite and upon the assignment by the committee of its functions to the non-profit Corporation expected to be organized for the benefit of owners in the area, the committee as such shall cease. Members of said Architectural Control Committee shall serve without compensation.

The acquisition of a building site and/or existing residence or building in said addition automatically carries with it a membership in the said non-profit Corporation, with the liabilities and benefits of such membership. Each site shall be subject to an annual improvement assessment to be paid to the non-profit Corporation annually in advance by the respective owners. The amount of such assessment shall be fixed by the non-profit Corporation from year to year but such assessment shall not exceed Fifty Dollars per building site in any one year unless it is increased at a meeting of the members called for that purpose prior to the date on which the assessment is due for the year which said increase is proposed, and two-thirds of the members present at such meeting vote for such an increase. No increase in the rate of assessment may be made for more than one year at a time. All such assessments shall be due and payable upon written notification of said non-profit Corporation. Any unpaid assessments shall become a lien against such building site by the filing of a notice of non-payment of assessment in the office of the Register of Deeds of Sedgwick County, Kansas, against each building site on which an assessment is due and unpaid, such lien, however, shall be junior and inferior to any mortgage lien filed of record either prior to or subsequent to the filing of the aforesaid notice of non-payment of assessment.

At any time, and from time to time after such corporation is authorized to operate, the Committee may, at its sole option, convey and assign to such corporation such property or rights incident thereto under jurisdiction of said Committee as may be appropriate to carry out the purposes of such Corporation, and further, may assign or transfer to such Corporation all or any part of the rights, powers and privileges reserved to said Committee in these covenants, including authority to pass on plans and specifications of buildings and other improvements to be constructed on any building site subject to these covenants, together with all or any of its other interests in said protective covenants, including its right to enforce, transfer or assign those rights or any one or more of them at any time, and after such transfer, conveyance or assignment by said Committee to such Corporation, such Corporation, may at its sole option and at any time thereafter, exercise, transfer, convey or assign such property, rights or privileges, any part or all of them.

The Architectural Control Committee shall have the right to waive or allow a variance as to set back requirements as set out in the recorded plat of said addition.

P. The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said building sites, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any Corporation, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land, and the Committee or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observances of the restrictions above set forth, in addition to ordinary legal action or damages, and the failure of the Committee and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

Q. Invalidation of any one of these covenants or any part thereof by judgments or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names effective as of the day and year above written.

DECLARATION OF PROTECTIVE COVENANTS
AFFECTING FAWNWOOD ADDITION
TO SEDGWICK COUNTY, KANSAS

THIS DECLARATION, Made effective as of the _____ day of _____, 197 , by the undersigned, hereinafter called Grantors, who are the owners of all lots and tracts in FAWNWOOD ADDITION.

WITNESSETH:

WHEREAS, Grantors are the owners of the real property described in Clause I of this declaration, and are desirous of subjecting the real property described in Clause I to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof..

NOW, THEREFORE, the grantors hereby declare that the real property described in and referred to in Clause I hereof is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

DEFINITION OF TERMS

"Residential Building Site" as well as "Building Site" shall mean any lot or two or more contiguous lots or portions thereof, or a parcel of land upon which a detached single-family dwelling may be erected in conformance with the requirements of these covenants.

"Detached Single-Family Dwelling" or "Single Family Dwelling" shall mean a building and appurtenant structure thereto as defined in Clause II, Section A hereof, erected and maintained in conformance with the requirements of these covenants for private residential purposes and designed for occupancy by a single family. It shall not mean any flat, apartment, multi-family dwelling or duplex even though intended for residential purposes.

"Outbuilding" shall mean an enclosed, covered structure not directly attached to a single-family dwelling to which it is appurtenant.

"Improvements" shall mean and include a detached single-family dwelling as herein defined, outbuildings, fences, masonry walls, hedges, mass plantings, exterior antenna and other usual appurtenances of these covenants.

"Front and Side Street Building Set-back Line or Lines" shall mean the minimum distance which a detached single-family dwelling shall be set back from the front and/or side lines respectively.

"Side Building Site Line" shall mean the boundary or property line dividing two adjoining building sites.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements with respect to the various portions thereof set forth in the various clauses and sections of this declaration is located in the County of Sedgwick, State of Kansas, and is more particularly described as follows, to-wit:

Lots 1 to 11, inclusive, Block 1,
Lots 1 to 6, inclusive, Block 2,
Lots 1 to 6, inclusive, Block 3,
Lots 1 to 9, inclusive, Block 4,
Lots 1 to 9, inclusive, Block 5,
Lots 1 to 4, inclusive, Block 6,

all in FAWNWOOD ADDITION, Sedgwick County, Kansas, plat of which is of record in the office of the Register of Deeds of Sedgwick County, Kansas, hereinafter referred to as "Addition".

No property other than that described above shall be deemed subject to this declaration.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or improperly proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide for a high type and quality of improvements on said property.

A. No structures shall be erected, altered, placed or permitted to remain on any building site subject to this declaration other than one new detached single-family dwelling, for private use, a private attached garage, cooling tower or towers and other items incidental to residential use of the premises.

B. These Covenants shall and so hereby provide that no detached single-family dwelling or ther improvements, including fences, as herein defined shall be erected, placed or altered on any premises in said development until the building or other improvement plans, specifications and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design, including the height of such improvements, with existing structures in the development, and as to location of the improvements with respect to topography, grade and finished ground elevation, by the Architectural Control Committee; provided, however, that the said Committee, its members, 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 mistake in judgment, negligence or non-feasance of itself, its 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 said Committee for approval, by the submitting of 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 the said Architectural Control Committee. In the event said Committee fails to approve or disapprove such design, height and location within thirty (30) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of the terms and conditions of this Section B or without the written approval required in Sections C and J hereof and no suit to enjoin the erection, establishment or alteration of such improvements has been commenced prior to the completion thereof, this Covenant will be deemed to have been fully

complied with.

C. The main body of any detached single-family dwelling, including attached garages, breeze-ways, attached greenhouses, ells and porches, enclosed or unenclosed, erected or maintained on any building site, shall not occupy more than seventy-five percent of the width of the respective building site on which it is erected, measured in each case on the front street building set-back line, except with the written approval of the Committee, but in each such case such detached single-family dwelling shall still be located at least twenty feet from the side building site line or lines and within the side building set-back line if contiguous to a side street.

All fences and walls erected on any of said building sites, shall be wood, stone or brick..

D. No detached single-family dwelling shall be erected, placed or maintained on any building site which has a width at the front street property line of less than seventy feet if contiguous to a front street only or less than 100 feet if contiguous to both a front street and a side street. Building set-back from the front street and side street property line shall be a minimum of forty (40) feet.

E. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind nor so-called home occupations shall be permitted on any building site or in any detached single-family dwelling or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become any annoyance or nuisance to the neighborhood, shall be carried on upon any building site or in any detached single-family dwelling or appurtenant structures erected thereon.

F. No basement, tent, shack, garage, barn or other out-building erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

G. No used, secondhand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land, nor shall any trailer be moved, placed or permitted to remain upon a building site subjected to these covenants.

H. No animals or poultry of any kind, other than house pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants.

I. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted without the consent in writing of the Committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site, which signboard 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 lease, the building site upon which it is erected and improvements thereon, if any.

J. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front and side street building set-back lines established herein nor shall any television

or radio transmission or receiving antenna project higher than ten (10) feet above the highest peak of a detached single-family dwelling except upon approval in writing by the Committee.

K. Oil drilling, oil development operations, refining, mining operation of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants. Fuel oil storage tanks as a part of the heating equipment of a detached single-family dwelling shall be permitted only if located underground.

L. Easements for utility installations and maintenance affecting all lots subject to these covenants are reserved as shown on the recorded plat of FAWNWOOD ADDITION, Sedgwick County, Kansas.

M. Except as provided in Section N, each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantors and upon their successors and assigns and upon each of them and all parties and all persons claiming under them for a period of thirty(30) years from date hereof, and automatically shall be continued thereafter for successive periods of twenty-five years each; provided, however, that the property owners, as hereinafter defined, owning sixty per cent of the front feet of the building sites herein subjected to this declaration which are hereby restricted, may release all of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions at the end of this first thirty-year period or any successive twenty-five year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the office of the Register of Deeds of Sedgwick County, Kansas, at least one year prior to the expiration of this thirty year period or of any successive twenty-five year period thereafter.

For the purpose and to determine who may be the property owners as that term is used herein, they shall be any person, persons firm, corporation or other legal entity named as grantees in any deed to property subject to these covenants and last recorded in the office of the Register of Deeds, Sedgwick County, Kansas, on any one particular date not more than two years and not less than eighteen months prior to the expiration of the first thirty year period or any successive twenty-five year period thereafter. A recordable certificate by an abstractor, title company or otherwise then generally legally recognized authority as to property ownership doing business in Sedgwick County, Kansas, as to the record ownership of the property hereby restricted and a recordable certificate by a registered or certified surveyor or engineer authorized to practice in the State of Kansas as to the front footage owned by the record owners as shown by said abstractors or title companies or otherwise then generally legally recognized authority's certificate shall be deemed conclusive evidence of fee simple title ownership of property and front footage thereof so owned and hereby restricted with regards to compliance with the provisions of this section.

N. The Architectural Control Committee may by majority vote, at its sole option, form, or cause to be formed a non-profit corporation for the purpose of beautification of said addition, to enhance the esthetic value, and for the general use, protection and benefit of owners of each residential site in said area; such beautification will require the maintenance of, but not limited to, planting or landscaping on any community area, on parking, on reserves, on recreational areas and drainage rights of way, if required, and decorative treatment of entrance ways and other areas which lend themselves to such treatment, and the treatment and maintenance of all lakes and water ways in said area.

The Architectural Control Committee shall consist of three persons. The initial committee shall consist of Howard A. Rishel, Doris M. Rishel and a third person to be named by the home owners in said addition. If any of said persons fail to serve on said committee, the remaining committee members may appoint a successor, except the third such member shall be named by the non-profit corporation. The term for each committee member shall be indefinite and upon the assignment by the committee of its functions to the non-profit corporation expected to be organized for the benefit of home owners in the area, the committee as such shall cease. Members of said Architectural Control Committee shall serve without compensation.

The acquisition of a building site and/or existing residence in said addition automatically carries with it a membership in the said non-profit corporation, with the liabilities and benefits of such membership. Each residential site shall be subject to an annual improvement assessment to be paid to the non-profit corporation annually in advance by the respective owners. The amount of such assessment shall be fixed by the non-profit corporation from year to year but such assessment shall not exceed Twenty-Five Dollars per building site in any one year unless it is increased at a meeting of the members called for that purpose prior to the date on which the assessment is due for the year which said increase is proposed, and two-thirds of the members present at such meeting vote for such an increase. No increase in the rate of the assessment may be made for more than one year at a time. All such assessments shall be due and payable upon written notification of said non-profit corporation. Any unpaid assessments shall become a lien against such building site by the filing of a notice of non-payment of assessment in the office of the Register of Deeds of Sedgwick County, Kansas, against each building site on which an assessment is due and unpaid, such lien, however, shall be junior and inferior to any mortgage lien filed of record either prior to or subsequent to the filing of the aforesaid notice of non-payment of assessment.

At any time, and from time to time after such corporation is authorized to operate, the Committee may, at its sole option, convey and assign to such corporation such property or rights incident thereto under jurisdiction of said Committee as may be appropriate to carry out the purposes of such corporation, and further, may assign or transfer to such corporation all or any part of the rights, powers and privileges reserved to said Committee in these covenants, including the authority to pass on plans and specifications of dwellings and other improvements to be constructed on any building site subject to these covenants, together with all or any of its other interests in said protective covenants, including its right to enforce, transfer or assign those rights or any one or more of them at any time, and after such transfer, conveyance or assignment by said Committee to such corporation, such corporation, may at its sole option and at any time thereafter, exercise, transfer, convey or assign such property, rights or privileges, any part or all of them.

The Architectural Control Committee shall have the right to waive or allow a variance as to set back requirements as set out in the recorded plat of said addition.

O. The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said building sites, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land, and the Committee or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observances of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of the Committee and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

P. Invalidation of any one of these covenants or any part thereof by judgments or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names effective as of the day and year first above written.

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 72-90 Name FAWNWOOD ADDITION
Application & Sketch Filed: 9-6-72
Preliminary Plat Filed: 7-9-73 Approved by S/D: 7-19-73
Final Plat Filed: 11-2-74 Approved by S/D: 1-2-75
Approved by Metropolitan Area Planning Commission: 1-9-75

DESCRIPTION

General Location: 3 1/2 miles east of Goddard, Kansas,
north side of U.S. Highway 54 West
and east of 151st Street

Surveyor or Engineer: Howard A. Rishel
Owner: Howard A. Rishel
Address: Rt. 9, Wichita, Kansas 67204

| | | | |
|-------------------------------|-----------|-----------------------|--------------------|
| 1. Gross Acreage of Plat | 4.37 | 6. Access Control | |
| 2. Number of Lots: | | St. _____ | No. Openings _____ |
| Residential _____ | | St. _____ | No. Openings _____ |
| Commercial _____ | 3 | St. _____ | No. Openings _____ |
| Industrial _____ | | 7. Req'd Improvements | |
| Other _____ | | St. Paving _____ | Water _____ |
| Total Number of Lots: | 3 | Sidewalk _____ | Drainage _____ |
| 3. Minimum Lot Area: | 0.5 Acres | Sewer _____ | Other _____ |
| 4. Existing Zoning | "C" | | |
| 5. Special Problems Discussed | None | | |

Planning Commission Recommendation:

That this plat be approved subject to:

- A. A temporary turnaround easement shall be submitted for the east end of Kellogg Drive.
- B. Recording of the plat within one year after the date of approval by the Board of City Commissioners.

Hill moved, Hopper seconded and it carried unanimously.

ACTION: Accept the easement, instruct the City Clerk to file the easement with the Register of Deeds, approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

February 26, 1975

MAPD
104 South Main Street
Wichita, Kansas

Gentlemen:

This office has approved the road plans for Fawnwood Addition to Sedgwick County, Kansas.

Very truly yours,

G. C. McLure Jr., P. E.
Sedgwick County Engineer

N. J. Graham

N. J. Graham
Engineering Aide II

TEMPORARY EASEMENTS FOR
TURN AROUND ON DEAD END STREETS

We, the owners of the property platted as FAWNWOOD ADDITION TO Sedgwick County, Kansas, Lots 1, 2, 3, Block 1, hereby grant temporary turn-around easements to and for the use of the public at the east end of Kellogg Drive in said addition for the purpose of providing sufficient area to turn emergency and other vehicles around without backing.

The easement shall include all the area lying outside the platted roadway and within a 75 foot radius circle. The center point of said circle shall be on the east line of lot 3 and 25 feet north of the southeast corner of said Lot 3.

The easement shall remain in effect until such time as Kellogg Drive is extended as a public roadway to the east of said addition. At that time this easement shall become void.

Dated this 25th day of FEBRUARY, 1975.

Rishel Construction Development
Company Inc.

By Howard A. Rishel
Howard A. Rishel, President

Doris Rishel
Doris Rishel, Secretary

FAWNWOOD Inc.

By Howard A. Rishel
Howard A. Rishel, President

Doris Rishel
Doris Rishel, Secretary

State of Kansas) ss.
County of Sedgwick)

Be it remembered that on this 25th day of February, 1975, before me, a Notary Public, in and for said county and state, came Howard A. Rishel and Doris Rishel who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons only acknowledged the execution of same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Don S. Rice
Notary Public

My commission expires October 8, 1978.



TO

Mr. Curtis Newsy
Metro. Planning Commission
Wichita, Kans



SUBJECT FAWNWOOD ADDN.

DATE 4/3/75

MESSAGE

Enclosed find the following items:

1. TITLE OPINION FROM ATTORNEY
2. TITLE INSURANCE POLICY
3. MORTGAGE RELEASE (Item 2 of TITLE OPINION)
4. AFFIDAVIT (" 3 " " ")
5. AFFIDAVIT (" 4 " " ")
6. 3 pages 1974 TAX RECEIPTS (Item 5 TITLE OPINION)

IF THERE ARE ANY OTHER QUESTIONS ON THESE MATTERS PLEASE CALL MR ROBERT L. DAVIS ATTY phone 267-7396

IT IS MY HOPE THAT YOU WILL BE ABLE TO SUBMIT THE PLAT TO THE CITY COMMISSION FOR SIGNATURES.

Also copy of Letter from Dept. of Comm. Health

SIGNED

ediform 45 468



NO REPLY NECESSARY



REPLY REQUESTED — USE REVERSE SIDE

DAVIS, BRUCE, DAVIS & WINKLER

ATTORNEYS AT LAW
SUITE 1022 UNION CENTER BUILDING
CORNER OF FIRST AND MAIN STREET
WICHITA, KANSAS 67202

CARL H. DAVIS (1684-196)
DALE W. BRUCE
ROBERT L. DAVIS
DANA J. WINKLER
JAMES R. GILHOUSEN

March 18, 1975

267-7396
AREA CODE 316

City of Wichita
Wichita, Kansas

TITLE OPINION

Re: A tract of land located in the Southwest Quarter (SW $\frac{1}{4}$) of Section 26, Township 27 South, Range 2 West of the Sixth (6th) Principal Meridian, in Sedgwick County, Kansas, described as: beginning at a point 1310 feet East of the Southwest (SW) Corner of the Southwest Quarter (SW $\frac{1}{4}$), Section Twenty-six (26), Township Twenty-seven (27) South, Range Two (2) West of the Sixth (6th) Principal Meridian in Sedgwick County, Kansas; thence North at an angle of Eighty-nine degrees Twenty-five minutes a distance of 335.0 feet; thence East parallel to South line of said Quarter Section 586.0 feet; thence South 335 feet, to the South line of said Quarter Section; thence West 586.0 feet to point of beginning, except for U.S. Highway 54 right-of-way.

Gentlemen:

This is to certify that I have this day examined title evidence to the above property consisting of commitment for title insurance of Chicago Title Insurance Company (Security Abstract & Title Co., Inc.) effective March 12, 1975, at 7:00 a.m.

From such examination and relying on the correctness of the title evidence, it is my opinion that as of March 12, 1975, title to the captioned property is vested as follows:

East 200 feet of the West 270
feet of the captioned property

Rishel Construction
Development Co., Inc.

East 316 feet, and the West 70
feet of the captioned property

Fawnwood, Inc.

subject to the following exceptions, conditions and requirements:

1. The property owned by Rishel Construction Development Co., Inc. (with additional property) is subject to a mortgage dated March 20, 1974, in favor of The Citizens State Bank of Cheney, Kansas, filed March 29, 1974, as document #187046, in Book 95, Page 230, in the original amount of \$40,000.00.

City of Wichita
Page 2
March 18, 1975

2. The West 10 feet of the captioned property (with additional property owned by Fawnwood, Inc.) is subject to a mortgage dated May 25, 1973, in favor of Genetta B. Rishel, filed June 19, 1973, as document #157651 in Book 63, Page 903, in the original amount of \$90,000.00.

3. An oil and gas lease is shown dated December 3, 1962, executed by Howard A. Rishel and Doris Rishel, his wife, to L. A. Farris, Jr., filed December 26, 1962, in Misc. Book 510, Page 486, for a term of five years and as long thereafter as oil and/or gas is produced therefrom. Said lease was assigned to Pickrell Drilling Co. on January 22, 1963, in Misc. Book 512, Page 314. No release is shown.

4. A lease contract for an outdoor advertising sign is shown, dated September 19, 1958, executed by A. B. Rishel, Lessor, in favor of The Rich Signs, Inc. of Wichita, filed October 8, 1958, in Misc. Book 428, Page 67, for a term of five years from date of November 12, 1958. The contract provides that Lessee shall have "first privilege of renewal."

5. Real estate taxes for the first half of 1974 and prior years are shown as paid. Taxes for the last half of 1974 are shown as unpaid as follows:

| | |
|--|------------|
| Rishel Construction Development Co., Inc. (with other property) | - \$121.01 |
| Fawnwood, Inc. (with other property) | - \$315.76 |

6. This opinion is subject to the following matters about which you may wish to make independent inquiry:

- a) Any discrepancies, conflicts, encroachments or shortages in area and boundaries which a correct survey would show.
- b) The rights of any parties in possession.
- c) The existence of any special levies or assessments.
- d) Any repairs or improvements which have been made on the property within the last four months which could be the basis for mechanic's or materialmen's liens.
- e) Any improvements used in common with adjoining property such as driveways, garages, fences, etc.
- f) Items external to the record.

Respectfully submitted,

Robert L. Davis
ROBERT L. DAVIS

RLD:nf

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

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

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

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

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

CHICAGO TITLE INSURANCE COMPANY

By:

Alvin W. Long
President.

Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) AM 7-8371

ATTEST:

Chester C. McCullough
Secretary.

Lu Bell
Authorized Signatory



STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) taxes or special assessments which are not shown as existing liens by the public records.

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

A.L.T.A. COMMITMENT

FORM 3361

SCHEDULE A

Number 222425

Effective Date
March 12, 1975, 7 A.M.

1. Policy or Policies to be issued:

OWNER'S: \$

Proposed Insured:

THE CITY OF WICHITA, KANSAS.

LOAN: \$

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:
Rishel Construction Development Co., Inc., as to the East 200 feet of the West 270 feet of captioned property; and Fawnwood, Inc., as to the East 316 feet and the West 70 feet of captioned property.
3. The land referred to in the Commitment is described in Schedule C.

SCHEDULE B — Section 1

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:

NONE

2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable. * see below
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
- * Taxes: Last half of 1974 taxes unpaid on Key No. AT-152-2 covering portion of captioned property owned by Rishel Construction Development Co., Inc. (with other property) in sum of \$121.01.
Last half of 1974 taxes unpaid on Key No. AT-152 and 152-1 covering portion of captioned property owned by Fawnwood, Inc. (with other property), in sum of \$315.76.

"When sending instruments for filing please include the above referenced commitment number"

Number 222425

SCHEDULE B — continued

FORM 3362

SCHEDULE B — Section 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any owner's policy issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof. Any loan policy will contain under Schedule B standard Exceptions 1, 2 and 3 unless a satisfactory survey and inspection of the premises is made.
3. Taxes or special assessments which have not been certified to the Office of the County Treasurer and entered on the tax rolls thereof prior to the date hereof.
4. Lease Contract dated September 19, 1958, executed by A.B. Rishel, Lessor, and The Rich Signs, Inc., of Wichita, filed October 8, 1958, in Book Misc. 428, Page 67, for a term of 5 years from date to November 12, 1958, with option of renewal in the following manner "first privilege of renewal".
5. Oil and Gas Lease dated December 3, 1962, executed by Howard A. Rishel and Doris Rishel, his wife, to L.A. Farris, Jr., filed December 26, 1962, in Book Misc. 510, Page 486, for a term of 5 years and as long as oil and/or gas is produced therefrom; assigned to Pickerell Drilling Company by assignment filed January 22, 1963, in Book Misc. 512, Page 314.
6. Mortgage dated March 20, 1974, executed by Rishel Construction Development Co., Inc., to The Citizens State Bank of Cheney, Kansas, filed March 29, 1974, as Document No. 187046 in Book 95, Page 230, in the original amount of \$40,000.00, covering E 200' of W 270' of captioned property (with additional property).
7. Mortgage dated May 25, 1973, executed by ^WFairwood, Inc., to Genetta B. Rishel, filed June 19, 1973, as Document No. 157651 in Book 63, Page 903, in the original amount of \$90,000.00, covering the West 10' of captioned property (with additional property).

A.L.T.A. COMMITMENT

FORM 3363

SCHEDULE C

Number 222425

222426

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

A tract of land located in the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, described as: Beginning at a point 1310 feet East of the Southwest corner of the Southwest Quarter of Section 26, Township 27 South, Range 2 West of the Sixth Principal Meridian in Sedgwick County, Kansas; thence North at an angle of $89^{\circ}25'$ a distance of 335.0 feet; thence East parallel to South line of said Quarter Section, 586.0 feet; thence South 335 feet to the South line of said Quarter Section; thence West 586.0 feet to point of beginning, EXCEPT U.S. Highway 54 along the South line.

PARTIAL RELEASE OF MORTGAGE

WICHITA EAGLE, Printers, Publishers and Blank Book Manufacturers

STATE OF KANSAS, Sedgwick County, ss.

KNOW ALL MEN BY THESE PRESENTS, That I, Genetta B. Rishel, single of the County and State aforesaid, do hereby certify that a certain Indenture of Mortgage, dated May 25, 1973, made and executed by Fawnwood, Inc.

of the first part, to Genetta B. Rishel of the second part, and recorded in mortgage of the Register of Deeds of Sedgwick County, in the State of Kansas, in volume 63, as Document #157651 page 903, on the 19 day of June, A.D., 1973, is as to

South 335 feet of the East 10 feet of the West-half of the Southwest Quarter (W/2 SW/4) of Section 26, Township 27 South, Range 2 West of the 6th P.M.

STATE OF KANSAS SEDGWICK COUNTY FILED FOR RECORD OF 12.28.73

APR 2 1975 26620

NO. BETTE F. MCCART REGISTER OF DEEDS

Read Billie

Original Compared With Record

in Sedgwick County, Kansas, FULLY PAID, SATISFIED, RELEASED AND DISCHARGED. This release is given on the express terms and condition that it shall in no wise affect the lien of the above-mentioned mortgage on the remaining land described in said mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

WITNESS my hand this 2nd day of April, A.D., 1975

Genetta B. Rishel GENETTA B. RISHEL

STATE OF KANSAS, Sedgwick County, ss.

BE IT REMEMBERED, That on this 2nd day of April, A.D., 1975, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Genetta B. Rishel, Single who is personally known to me to be the same person who executed the foregoing release, and such person duly acknowledged the execution of the same.

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

Loretta M. Lambert Notary Public, Sedgwick County, Kansas. Term expires Feb. 25, 1979

LORETTA M. LAMBERT Sedgwick County, Ka. My Comm Exp Feb 25, 1979

3 1/2 Doris Rishel File "H"

AFFIDAVIT

An oil and gas lease on a parcel of land located in the SW $\frac{1}{4}$ of Sec. 26 Township 27 South R 2 W of the 6 PM in Sedgwick County, Kansas, dated December 3, 1962, executed by Howard A. Pishel and Doris Pishel. Expired at the end of the five year lease period. No drilling or production, or additional lease agreements, or money was paid for any extension of time or options. All conditions of the lease agreement was terminated as of December 3, 1967.

Witness my hand this 3rd day of April, A.D., 1975.

Howard A. Pishel
Howard A. Pishel

Doris Pishel
Doris Pishel

STATE OF KANSAS, SEDGWICK COUNTY, S.S..

Be it remembered, that on this 3rd day of April, A.D. 1975, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Howard A. Pishel and Doris Pishel who is personally known to me to be the same persons who executed the foregoing release, and such persons duly acknowledged the execution of the same.

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

Sara S. Abel
Notary Public, Sedgwick County, Kansas
Term expires October 8, 1978



AFFIDAVIT

A lease contract for an outdoor advertising sign, on a parcel of land located in the SW $\frac{1}{4}$ of Section 26, Township 27 South R 2 W of the 6th P.M. in Sedgwick County, Kansas executed by A. B. Rishel, lessor, in favor of the Pich Signs Inc. of Wichita for a term of five years from a date of November 12, 1958, was terminated without renewal or options on the expiration date of November 12, 1963.

No agreement, option, payment or use has been allowed since the sign was removed at the end of the lease period.

WITNESS my hand this 3rd day of April, A.D., 1975,

Genetta B. Rishel
Genetta B. Rishel

STATE OF KANSAS, SEDGWICK COUNTY, SS

BE IT REMEMBERED, that on this ____ day of April, A.D., 1975, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Genetta B. Rishel, Single
who is personally known to me to be the same person who executed the foregoing release, and such person duly acknowledged the execution of the same.

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



Dora Harries
Notary Public, Sedgwick Co., Ks.
Term expires 8/5, 1975.

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

OFFICE OF ENVIRONMENTAL HEALTH

DATE April 1, 1975

TO Curtis Newby, Junior Planner

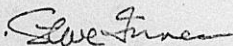
FROM Steve Innes, Environmental Health Engineer

SUBJECT Fawnwood Addition, Block I
Percolation Tests

Results of recent soil percolation tests on Lots 1, 2, and 3 of subject addition were acceptable with an average rate of less than 60 minutes.

Individual wells and septic systems are approved for the property with the following conditions:

1. That for two bedroom homes the septic system consist of minimum of a 750 gallon tank and 350 feet of lateral line.
2. That for a three or four bedroom home the system consist of a 1000 gallon tank and 500 feet of lateral minimum.
3. That at such time as public sewers are available, they are utilized.
4. That before each installed individual septic system is covered, the Health Department is notified for inspection.
5. That water wells be constructed in accordance with Article 30 of the State Health Regulations.



Steve Innes
Environmental Health Engineer

gt

cc Area Sanitarian
Howard A. Rishel, P.E.

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

OFFICE OF ENVIRONMENTAL HEALTH

DATE April 1, 1975

TO Curtis Newby, Junior Planner

FROM Steve Innes, Environmental Health Engineer

SUBJECT Fawnwood Addition, Block I
Percolation Tests

Results of recent soil percolation tests on Lots 1, 2, and 3 of subject addition were acceptable with an average rate of less than 60 minutes.

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2. That for a three or four bedroom home the system consist of a 1000 gallon tank and 500 feet of lateral minimum.
3. That at such time as public sewers are available, they are utilized.
4. That before each installed individual septic system is covered, the Health Department is notified for inspection.
5. That water wells be constructed in accordance with Article 30 of the State Health Regulations.

Steve Innes

Steve Innes
Environmental Health Engineer

gt

cc Area Sanitarian
Howard A. Rishel, P.E.



January 10, 1975

Mr. Howard A. Rishel
Route #9
Wichita, Kansas 67204

Re: S/D 72-90 - Final Plat of
FAWNWOOD ADDITION

Dear Mr. Rishel:

At the regular meeting of the Metropolitan Area Planning Commission on January 9, 1975, the above-captioned plat was considered. The action of the 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 3, 1975.

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:

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. Certification by an attorney that fee title is vested in the platlor.
4. Certification that all taxes due and payable for 1974 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: Dean Sellers
Assistant City Engineer

January 3, 1975

Howard A. Rishel
Route 9
Wichita, Kansas 67204

Re: S/D 72-90 - Final Plat of
FAWNWOOD ADDITION.

Dear Mr. Rishel:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, January 2, 1975, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- 1. The legal description in the engineer's certificate shall be corrected as follows: "...thence east parallel with the south line of said 1/4 Section 570 ft...thence west 570 feet to point of beginning".
- 2. The plat's text shall be amended as follows: "...platted into a block, lots and streets to be known as ...".
- 3. An overall dimension for the north line of the plat shall be indicated on the face of the plat.
- 4. The condemnation case number for the U. S. Highway right-of-way shall be indicated on the face of the plat.
- 5. A legend for the irons set on the plat survey shall be indicated beneath the north arrow and scale on the face of the plat.
- 6. The appropriate text and signature block for the acceptance of the plat by the Wichita City Commission shall be indicated on the face of the plat.
- 7. The correct names of all officials signing the plat shall be printed beneath their respective signature lines.

CORRECT CITY COMMISSION

Howard A. Rishel
January 3, 1975
Page 2

- H. The applicant should be aware that Lot 3 as shown contains less than the 25,000 square foot area required by the Subdivision Regulations for approval of the use of septic tank systems. Said lot should be increased in size accordingly or deleted from the final plat.
- X. Subject property lies within the Urban Growth Area and the applicant shall obtain a letter from the Wichita-Sedgwick County Environmental Health Department approving temporary use of individual water and septic tank systems until such time as municipal water and sewer are available to serve subject property.
- X. ^{REFERENCE EASEMENT: "BY SEPERATE INSTRUMENT"} A temporary cul-de-sac shall be indicated on the east end of Kellogg Drive. The applicant should contact the Planning Department regarding this matter.
- X. Interior angles shall be indicated on the face of the plat.
- X. The 16-foot utility easement between Lots 1 and 2 shall be increased to 20 feet in width and the 8-foot utility easement adjacent to the north lines of Lots 1, 2 and 3, Block 2, shall be increased to 10 feet in width.
- X. A 35-foot building setback shall be labeled adjacent to Kellogg Drive on Lots 1, 2 and 3, and a 20-foot building setback adjacent to Fawnwood Drive on Lot 1.
- X. The applicant shall submit appropriate plans and profiles for street and associated drainage improvements, to the County Engineer. A letter obtained from the County Engineer approving said plans shall be submitted to the Planning Department. The applicant shall also submit a satisfactory guarantee for street improvements if required by the County Engineer.
- X. Both telephone and electric utilities shall be installed underground.
- P. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Not done

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

Howard A. Rishel
January 3, 1975
Page 3

This matter will be forwarded to the Planning Commission for its consideration on Thursday, January 9, 1975, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Enclosure

cc: Dean Sellers, Assistant City Engineer

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 72-90 Name FAWNWOOD ADDITION
Date Application Rec'd. 9-6-72 Preliminary Approval 12-5-73
Revised Application Rec'd. 11-25-74 Scheduled S/D Meeting 1-2-75

DESCRIPTION

General Location On the north side of West U. S. 54 Highway in an
area east of 151st Street West.
Owner Fawnwood, Inc., and Rishel Construction Development Co., Inc.
Surveyor/Engineer Howard A. Rishel
Address 14528 West Highway 54 Phone 722-1209

1. Gross Acreage of Plat 4.37
2. Number of Lots:
 - Residential _____
 - Commercial 3
 - Industrial _____
 - Other _____
3. Minimum Lot Frontage 100 ft.
4. Minimum Lot Area 21,691 sq. ft.
5. Existing Zoning C
6. Proposed Zoning C
7. Lineal Feet of New Streets:
 - a. 70 R/W 221 ft.
 - b. 50 R/W 570 ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 791 ft.
8. Sidewalk adjacent to all streets? yes X no
9. Public Water Supply No (Yes-No), Name _____
10. Public Sanitary Sewers No (Yes-No), Name _____
11. Health Department Approval (where applicable) _____ (Yes-No)
12. City of Wichita _____ : Three-Mile Area X

STAFF COMMENTS:

- A. It should be noted that this final plat involves only a portion of the previously approved overall preliminary plat.
- B. The legal description in the engineers certificate shall be corrected as follows: "... thence east parallel with the south line of said 1/4 Section 570 ft. ...thence west 570 feet to point of beginning".
- C. The platters text shall be amended as follows: "...platted into a block, lots and streets to be known as ..."
- D. An overall dimension for the north line of the plat shall be indicated on the face of the plat.
- E. The condemnation case number for the U. S. 54 Highway right-of-way shall be indicated on the face of the plat.
- F. A legend for the irons set on the plat survey shall be indicated beneath the north arrow and scale on the face of the plat.
- G. The appropriate text and signature block for the acceptance of the plat by the Wichita City Commission shall be indicated on the face of the plat.
- H. The correct names of all officials signing the plat shall be printed beneath their respective signature lines.
- I. The applicant should be aware that Lot 3 as shown contains less than the 25,000 square foot area required by the Subdivision Regulations for approval of the use of septic tank systems. Said lot should be increased in size accordingly or deleted from the final plat.
- J. Subject property lies within the Urban Growth Area and the applicant shall obtain a letter from the Wichita-Sedgwick County Environmental Health Department approving temporary use of individual water and septic tank systems until such time as municipal water and sewer are available to serve subject property.

(OVER)

December 9, 1974

Howard A. Rishel
Route 9
Wichita, Kansas 67204

Re: S/D 72-90 - Revised Preliminary
Plat of FAWNWOOD ADDITION.

Dear Mr. Rishel:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, December 5, 1974, 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:

- A. The applicant shall contact the Environmental Health Division relative to the design and approval of a municipal sanitary sewer and water supply system to serve subject property.
- B. The applicant shall contact the Planning Department relative to the method of guaranteeing the installation of said sewer and water systems.
- C. An appropriate zone change to "AA" single family zoning and a Conditional Use case requesting approval for apartment construction will be required as a condition of approval for that portion of the plat proposed for apartment development.
- D. The cul-de-sac street shall be expanded to a minimum 64 feet of right-of-way the standard for an urban residential street.
- E. The 20 foot easement between Lots 7 & 8, Block 1 shall be labeled as a "20 foot drainage easement". All other easements shall be referred to as utility easements.
- F. The frontage road shall be labeled as "Kellogg Drive".
- G. A 25 foot diagonal drainage and utility easement shall be indicated at the northeast corner of Kellogg Drive and Fawnwood Drive. Said easement as well as those indicated at the intersection of Fawnwood Drive and Buckwood Circle shall be appropriately labeled.

December 9, 1974
Page 2

- H. The 50 foot greenbelt and trail easement shall be labeled only as "greenbelt and trail easement". It shall be dimensioned so as to determine its width and location.
- I. The applicant shall obtain a permit from the State Board of Water Resources for the lakes indicated on this preliminary plat prior to the submission of a final plat involving the lake areas.
- J. The applicant shall submit appropriate plans and profiles for street and associated drainage improvements, to the County Engineer. A letter obtained from the County Engineer approving said plans shall be submitted to the Planning Department. The applicant shall also submit a satisfactory guarantee for street improvements if required by the County Engineer.
- K. The applicant shall contact the County Fire Department relative to the proper location for fire hydrants for subject property.
- L. Both telephone and electric utilities shall be installed underground.
- M. 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. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- N. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

In addition to the above conditions of approval, please be advised that we have received a response to our inquiry from the State Highway Engineer (see attached copy). Specifically, we were advised that subject plat does not affect the future design of U. S. 54 and they caution that the future access to subject property will be from the frontage road only and that interchanges will be at Colwich Road and 135th Street.

In our telephone conversation, Mr. Adams also cautioned about the 70dBA noise contour having an effect on proposed residential lots. However, we cautioned him that none of the lots in Block 2 were proposed for residential uses. Please note his comment #2.

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

December 9, 1974
Page 3

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

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Enclosures

cc: Dean Sellers, Assistant City Engineer

State Highway Commission of Kansas

ROBERT B. DOCKING, Governor

A. J. "ANDY" GRAY, Director of Highways
JOHN IVAN, Assistant State Highway Director
JOHN D. McNEAL, State Highway Engineer

STATE OFFICE BUILDING
TOPEKA, KANSAS 66612



STATE HIGHWAY COMMISSIONERS

KEN PHELPS, Manhattan
CLARENCE L. KING, JR., Salina
RICHARD M. DRISCOLL, Russell
KARL A. BRUECK, Paola
NESTOR R. WEIGAND, JR., Wichita
LOUIS KAMPSCHROEDER, Garden City

December 5, 1974

BC 54-87 RF 038-3(38)
279th Street to Seville Avenue
Sedgwick County

Mr. Robert A. Lakin
Director of Planning
Wichita-Sedgwick County Metropolitan Area
Planning Department
City Building Annex
104 S. Main Street
Wichita, Kansas 67202

Dear Mr. Lakin:

Thank you for the preliminary plat of Fawnwood Farms located adjacent to US-54 in the Southeast 1/4 of the Southwest 1/4, Section 26, Township 27, Range 2 West, to the east of 151st Street.

As discussed by telephone with Mr. Jack Galbreath of your office, we have reviewed this plat and have the following comments:

1. The proposed plat does not affect our future design of US-54.
2. The developer should be advised that the 70dBA contour is approximately 400' from center line of the existing road based on projected traffic for the year 2000.
3. Access to US-54 would be at proposed interchanges at Colwich Road and 135th Street.

Very truly yours,

John D. McNeal, P.E.
State Highway Engineer

J. O. Adams
J. O. Adams, P.E.
Assistant State Highway Engineer



JDM:JOA:lmh

cc: R. R. Biege, Jr., Engineer of Location and Design Concepts

REVISED PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 72-90 Name FAWNWOOD ADDITION
Date Application Rec'd. 9-6-72 Previous Prel. Approval 7-19-73
Revised Application Rec'd. 11-25-74 Scheduled S/D Meeting 12-5-74

DESCRIPTION

General Location On the north side of West U. S. 54 Highway in an area east of 151st Street West.
Owner Fawnwood Inc., & Rishel Construction Development Co., Inc.
Surveyor/Engineer Howard A. Rishel Phone 722-1209
Address 14528 West Highway 54

- | | | | |
|---|--------------------|--------------------------------------|--------------------------------|
| 1. Gross Acreage of Plat | <u>30</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u> </u> R/W <u> </u> | ft. |
| Residential | <u>15</u> | b. <u> </u> R/W <u> </u> | ft. |
| Commercial | <u>9</u> | c. <u> </u> R/W <u> </u> | ft. |
| Industrial | <u> </u> | d. <u> </u> R/W <u> </u> | ft. |
| Other | <u>1</u> | e. <u> </u> R/W <u> </u> | ft. |
| Total Number of Lots | <u>25</u> | TOTAL | ft. |
| 3. Minimum Lot Frontage | <u>90</u> | 8. Sidewalk adjacent to all streets? | yes <u> </u> no <u> </u> |
| 4. Minimum Lot Area | <u>15,000 sq.</u> | | |
| 5. Existing Zoning | <u>C & R-1</u> | | |
| 6. Proposed Zoning | <u> </u> | | |
| 9. Public Water Supply No (Yes-No), Name | <u> </u> | | |
| 10. Public Sanitary Sewers No (Yes-No), Name | <u> </u> | | |
| 11. Health Department Approval (where applicable) | <u> </u> | | (Yes-No) |
| 12. City of Wichita | <u> </u> | | Three-Mile Area <u> </u> |

STAFF COMMENTS:

- A. It is the understanding of the Planning Department that the applicant intends to final out at this time only 1 or 2 of the proposed commercial lots adjacent to the frontage road along 54 Highway.
- B. The applicant shall contact the Environmental Health Division relative to the design and approval of a municipal sanitary sewer and water supply system to serve subject property.
- C. The applicant shall contact the Planning Department relative to the method of guaranteeing the installation of said sewer and water systems.
- D. An appropriate zone change to "AA" single family zoning and a Conditional Use case requesting approval for apartment construction will be required as a condition of approval for that portion of the plat proposed for apartment development.
- E. The acceptability of the 54 foot street right-of-way and 50 foot radius cul-de-sac for Buckwood Circle shall be discussed before the Subdivision Committee.
- F. The 20 foot easement between Lots 7 & 8, Block 1 shall be labeled as a "20 foot drainage easement". All other easements shall be referred to as utility easements.
- G. The frontage road shall be labeled as "Kellogg Drive".
- H. A 25 foot diagonal drainage and utility easement shall be indicated at the northeast corner of Kellogg Drive and Fawnwood Drive. Said easement as well as those indicated at the intersection of Fawnwood Drive and Buckwood Circle shall be appropriately labeled.
- I. The 50 foot greenbelt and trail easement shall be labeled only as "green-belt and trail easement". It shall be dimensioned so as to determine its width and location.

(OVER)

November 27, 1974

John D. McNeal
State Highway Engineer
State Highway Commission of Kansas
State Office Building
Topeka, Kansas 66612

Re: Preliminary Plat of FAWNWOOD
FARMS, located on the north
side of Highway U. S. 54 in
an area east of 151st Street
West. (SE corner, SW $\frac{1}{4}$,
Section 26, Township 27,
Range 2 West.)

Dear Mr. McNeal:

Enclosed please find a copy of a new preliminary plat located on the north side of West Highway 54, approximately $\frac{3}{4}$ miles east of Goddard, Kansas. As with other plats occurring in this area, we would appreciate any questions and comments relative to 54 Highway plans in this area that you may have.

This preliminary plat is being considered by the Subdivision Committee on Thursday, December 5, 1974. If it is possible for you to respond prior to the meeting, we would appreciate it. We are also forwarding a copy of the preliminary plat together with a copy of this letter to Professional Engineering Consultants, the local consulting firm working with the Highway 54 project.

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

Sincerely,

Robert A. Lakin
Director of Planning

RAL:CLN:rme

Enclosure

cc: Ron Pletcher, Professional Engineering Consultants
1440 East English, 67211

Map No.: G.4W-C
Section No.: 26
Twp. No.: 27
Range: 2 West

S/D No. 72-90

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: FAWNWOOD (REVISED PRELIMINARY)

General Location: NORTH SIDE HIGHWAY 54 WEST AND 1380 FT EAST OF 151st Street WEST.

Name of Property Owner: FAWNWOOD INC & RISHEL CONST. DEV. CO. INC.
Address: 14528 West Highway 54 WICHITA, KS. 67235 Phone: 7221209

Name of Subdivider: JAMEY AS OWNER

Address: SAME

Name of Agent/Surveyor: HOWARD A. RISHEL Phone: SAME

Address: SAME AS OWNER

Date of Application: Nov. 25, 1974 Phone: 7221209

SUBDIVISION INFORMATION:

- Gross Acreage of Plat 30 ACRES
- Number of Lots:
 - Residential 15
 - Commercial 9
 - Industrial _____
 - Other Multifamily - 1
 - Total Number of Lots 25
- Minimum Lot Frontage 90 ft.
- Minimum Lot Area 15,000 ft.
- Existing Zoning C & R1
- Proposed Zoning _____
- Lineal Feet of New Streets:
 - a. _____ R/W _____ ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL _____ ft.
- Sidewalk adjacent to all streets? yes no
- Public Water Supply No (Yes-No), Name _____
- Public Sanitary Sewers No (Yes-No), Name _____
- Health Department Approval (where applicable) _____ (Yes-No)
- City of Wichita Three-Mile Area _____ (Yes-No)

Propose Sewer System Approved by Health Dept.

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: Howard A. Rishel

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

Received by J. Richter
Date 11/25/74
Fee Submitted previously submitted

INVENTORY & EVALUATION

* { INDIVIDUAL
GROUP
UNIT OF GOVERNMENT

REQUESTED BY W-SC-Metropolitan Area LOCATION SW 26-27-2W
Planning Commission
Guy Moorefield, District
ASSISTED BY Conservationist DATE 3/30/73

SITUATION: Gently sloping well drained upland soils. Two ponds
are located near the center of the tract in an area of native
grass. The cultivated land is terraced. Soils are generally
loamy surface and subsoils.

- SOLUTIONS:
1. Disturb only the area needed for construction.
 2. Remove only those trees, shrubs, and grasses that must be
removed for construction; protect the rest to preserve their
esthetic and erosion-control values.
 3. Stockpile topsoil and protect it with anchored straw mulch or
jute mat material.
 4. Disturbing as small an area as possible, install streets,
curbs, water mains, electric and telephone cables, storm drains,
and sewers in advance of home or other building construction.

SUGGESTED SOLUTIONS:

5. Permanently stabilize disturbed areas as work on the land is
completed. Permanent stabilization practices are to be installed
according to Sedgwick County Conservation District standards and
specifications. Adapted perennial grasses for seeding are Tall
fescue, bluegrass species, and native mixtures. Seed at the rate
of 2 pounds per 1,000 square feet. Have soil tested for plant
nutrient needs and apply fertilizer accordingly for all except
native grass species. Adapted perennial grasses for sodding are

* Circle appropriate category.

INVENTORY & EVALUATION

* { INDIVIDUAL
GROUP
UNIT OF GOVERNMENT

REQUESTED BY _____ LOCATION _____

ASSISTED BY _____ DATE _____

SOLUTIONS CON'T: ~~SITUATION:~~ 6. Loose-pile material that is excavated for

building construction purposes. Keep it loose-piled until it is used for foundation backfill or until the bt is ready for final grading and permanent vegetation.

7. Stabilize each lot within 3 months after work starts on home or other building construction.

8. Backfill, compact, seed, and mulch trenches within 30 days after they are opened.

9. Discharge water from outlet structures at nonerosive velocities.

10. Level the terraces to restore the original topography on land where construction will take place or where streets will cross.

~~SUGGESTED SOLUTIONS:~~ Redesign the two existing small lakes and reconstruct as necessary to secure approval by the Division of Water Resources, State Board of Agriculture, as required by Kansas law.

* Circle appropriate category.

August 6, 1973

Mr. Howard A. Rishel
Route 9
Wichita, Kansas 67204

Re: S/D 72-90 - Preliminary Plat
of FAWNWOOD ADDITION

Dear Mr. Rishel:

At the recessed meeting of the Metropolitan Area Planning Commission on August 3, 1973, the above-captioned plat was considered. The action of the Planning Commission was to approve the preliminary and authorize preparation of the final plat, subject to the conditions recommended by the Utility Advisory Committee and as stated in our letter of July 23, 1973.

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

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: Dean Sellers, Assistant City Engineer

July 23, 1973

Mr. Howard A. Rishel
Route 9
Wichita, Kansas 67204

Subject: S/D 72-90 - Preliminary
Plat of FAWNWOOD ADDITION

Dear Mr. Rishel:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 19, 1973, 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:

- A. The applicant shall contact Robert Lakin of the Planning Department relative to scheduling a meeting to discuss the feasibility of redesigning the plat for a sanitary sewer system which may be available to serve subject property in the future, since subject property is located in the designated "urban growth area" of the countywide sewer plan.
- B. The applicant shall dedicate by means of a separate instrument or by the plat, a floodway for that portion of the creek to the southeast of subject plat but still in the applicant's ownership.
- C. A 20-foot drainage easement shall be indicated between Lots 6 and 7, Block 1 and Lots 3 and 4, Block 2.
- D. The word "road" shall be deleted from the plat in reference to street names.
- E. Utility easements shall be indicated on the final plat as they appear on the engineer's marked copy.
- F. The purpose for which "Reserve A" on the plat is to be utilized shall be indicated within the plat's text on the final plat.
- G. A 25-foot diagonal drainage and utility easement shall be indicated on all lot corners at street intersections.

Page 2
Preliminary Plat of FAWNWOOD
ADDITION
July 23, 1973

- H. The individual private water supply and septic tank systems shall be installed in accordance with the provisions of the Health Department's memorandum approving the use of said systems.
- I. The applicant's deed restrictions submitted with the preliminary plat shall be expanded to assure maintenance and development of the common open space, and drainage ways will be accomplished by the architectural control committee referred to in said deed restrictions.
- J. If the plat is to remain as a suburban type plat, the applicant shall submit appropriate plans and profiles for street and associated drainage improvements, to the County Engineer. A letter obtained from the County Engineer approving said plans shall be submitted to the Planning Department. The applicant shall also submit a satisfactory guarantee for street improvements if required by the County Engineer.
- K. The applicant shall contact the County Fire Department relative to the proper location for fire hydrants for subject property.
- L. Both telephone and electric utilities shall be installed underground.
- M. 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. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- N. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

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

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Enclosure

cc: Dean Sellers, City Engineering

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 72-90 Name FAWNWOOD ADDITION
Date Application Rec'd. 9-6-72 Preliminary Approval N/A
Scheduled S/D Meeting 7-19-73

DESCRIPTION

General Location On the north side of West U.S. 54 Highway in an area east of 151st Street West.

Owner Howard Rishel

Surveyor/Engineer Howard Richel

Address Route 9, Wichita Phone 722-1209

- | | |
|--|---|
| 1. Gross Acreage of Plat <u>40</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>80</u> R/W <u>2600</u> ft. |
| Residential <u>45</u> | b. <u>70</u> R/W <u>4800</u> ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>45</u> | TOTAL <u>7400</u> ft. |
| 3. Minimum Lot Frontage <u>100</u> ft. | 8. Sidewalk adjacent to all streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> |
| 4. Minimum Lot Area <u>25,000</u> ft. | |
| 5. Existing Zoning <u>R-1</u> | |
| 6. Proposed Zoning <u>R-1</u> | |
| 9. Public Water Supply <u>No</u> (Yes-No), Name _____ | |
| 10. Public Sanitary Sewers <u>No</u> (Yes-No), Name _____ | |
| 11. Health Department Approval (where applicable) <u>Yes</u> (Yes-No) | |
| 12. City of Wichita <u>Three-Mile Area</u> <input checked="" type="checkbox"/> | |

STAFF COMMENTS:

- A. The purpose for which "Reserve A" on the plat is to be utilized for shall be indicated within the plattors text on the final plat.
- B. A 25 foot diagonal drainage and utility easement shall be indicated on all lot corners at street intersections.
- C. The individual private water supply and septic tank systems shall be installed in accordance with the provisions of the Health Departments memorandum approving the use of said systems.
- D. The applicants deed restrictions submitted with the preliminary plat shall be expanded to assure maintenance and development of the common open space and drainage ways will be accomplished by the architectural control committee referred to in said deed restrictions.
- E. The applicant shall submit appropriate plans and profiles for street and associated drainage improvements, to the County Engineer. A letter obtained from the County Engineer approving said plans. The applicant shall also submit a satisfactory guarantee for street improvements if required by the County Engineer.
- F. Both telephone and electric utilities shall be installed underground.
- G. 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. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- H. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

FORM 223-231

PAYMENT NOTICE

City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

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

DESCRIPTION

AMOUNT

Name

Address

Type

Due Date

Comments:

Date

By

1-9-77

Per [Signature]

March 26, 1973

Mr. Howard A. Rishel
Route 9
Wichita, Kansas 67204

Re: S/D 72-90 - FAWNWOOD ADDITION

Dear Mr. Rishel:

We have reviewed your revised sketch plat for Fawnwood Addition. This revised plan takes into account a broader look at the surrounding land and a better consideration for existing features and problems presented by the development of this site. In view of this, we authorize the preparation of a preliminary plat subject to the following conditions:

- A.* Subdivision Regulations state a minimum of 100 feet of frontage shall be necessary on lots zoned in an R-1 Suburban Residential District. Lots 5, 33, 34 and 41 appear less than this minimum and shall be brought up to reflect a standard dimension.
- B.* A minimum cul-de-sac right-of-way radius of 75 feet shall be indicated on all cul-de-sacs.
- C.* The numbering of the lots shall be broken down into a block and lot numbering system.
- D. Both telephone and electric service shall be installed underground.
- E.* A Homes Association Agreement shall be necessary for the care and maintenance of the indicated "park and recreation" areas.
- F.* A 25 foot diagonal easement on all corners at street intersections shall be shown on the preliminary plat.

Page 2 - Mr. Howard A. Rishel
March 26, 1973

- G. The applicant shall contact the County Zoning Office and Bob Vinson of the Department of Public Works regarding appropriate street names.
- H. The applicant shall continue to work with M. S. Mitchell of the Maintenance-Flood Control Office relative to the handling of the drainage problems associated with the plat.
- I. Requirements for a preliminary plat as set forth in the MAPC Subdivision Regulations.

Enclosed for your files and information is a marked engineers copy of the sketch plat. Should you have any further questions, please contact our office.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme

Enclosure

Rishel construction development co., inc.

COMMERCIAL • RESIDENTIAL
ARCHITECTURAL INSPECTION SERVICE
LICENSED ENGINEER

January 11, 1973

Mr. Curtis L. Newby
Jr. Planner
Metropolitan Area Planning Comm.
City Building Annex
104 South Main
Wichita, Kansas 67202

Subject: S/D 72-90 Sketch Plat. FAWNWOOD ADDITION

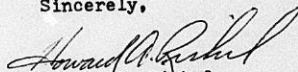
Dear Mr. Newby:

I am resubmitting five copies of a revised plat for your consideration and review. This revision is in respect to our conversations and meetings of the past few weeks.

This sketch is in two parts. The small sketch indicates proposed land use, and development, of the entire $\frac{1}{4}$ section. The larger sketch is the proposed development of the East $\frac{1}{2}$ of the $\frac{1}{4}$ section. As indicated on the sketch, the lots would be platted in groups as required by need.

Due to adverse weather conditions, I will submit grade information as soon as possible.

Sincerely,


Howard A. Rishel

January 11, 1973

Nancy Graham
County Engineer
1015 Stillwell
Wichita, Kansas 67213

Subject: Sketch Plat of Fawnwood
Addition

Dear Miss Graham:

The enclosed sketch plat of Fawnwood Addition is located east of 151st Street West on U. S. Highway 54. Please review this plat and return any comments as soon as possible for our further consideration of this plat.

Respectfully,

John Richter
Planning Analyst

JR:rme

Enclosure

*radius on cut-de-sue
should be increased to 75'*

January 11, 1973

M. S. Mitchell, Assistant Superintendent
Public Works Maintenance

John Richter, Planning Analyst

Sketch Plat of Fawnwood Addition

The enclosed sketch plat of Fawnwood Addition is located east of 151st Street West on U. S. Highway 54. Please review this plat and return any comments as soon as possible for our further consideration of this plat.

JR:rme

Enclosure

Rishel construction development co., inc.

COMMERCIAL • RESIDENTIAL
ARCHITECTURAL INSPECTION SERVICE
LICENSED ENGINEER

October 30, 1972

Mr. Curtis L. Newby
Junior Planner
Metropolitan Area Planning Comm.
City Building Annex
104 South Main
Wichita, Kansas 67202

Subject: S/D 72-90 Sketch Plat
Pawwood Addition, generally
located on the north side of
Highway U. S. 54 in area
between 135th & 151st st. West.

Dear Mr. Newby,

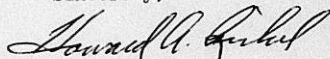
I am resubmitting 5 copies of a revised sketch plat for your consideration and review. The location of the road has been revised to prevent the disturbance of the natural growth of trees and shrubery in the area.

Your letter of October 3, 1972 requested information and data as outlined below.

1. Percolation Tests. See letter in your file from the Dept. of Environmental Health, Oct. 12.
2. Existing Dam & Spillway Data. This information will be submitted after consultation with Mr. Mitchell.
3. Access from Highway U. S. 54. There is only one 40' access to the property. The adjacent property also has 40' which totals 80 feet of width at one point. The sketch indicates use of the total 80', but at this time, the 40' on the subject property would be all that is available. This would be adequate for the three lots under plat.

If there are other questions concerning the plat design, I will be available for further discussion.

Sincerely,



Howard A. Rishel

TELEPHONE (316) 722-1209 • 14508 W. HIGHWAY 54 • WICHITA, KANSAS 67235

October 3, 1972

Howard A. Rishel
Route 9
Wichita, Kansas 67235

Subject: S/D 72-90 - Sketch Plat
of PAWNWOOD ADDITION, generally
located on the north side of Highway
U. S. 54 in an area between 135th
and 151st Streets West.

Dear Mr. Rishel:

We have reviewed the above captioned sketch plat and have discussed same with M. S. Mitchell of the Maintenance-Flood Control Office of the Department of Public Works. At this time we feel it is premature to approve the sketch and authorize preparation of a preliminary plat. It is recommended that the applicant and engineer give further thought and study to the sketch plat design, and that these considerations include the following:

- AK* Contacting the Environmental Health Department relative to the instructions for conducting percolation tests on the property to determine the permissability of utilizing septic tanks on subject property with the limits and requirements of the Subdivision Regulations. A soils map for Sedgwick County indicates the property lies in an area normally having unacceptable percolation rates.
2. Furnishing the elevation of the existing dams, spillway and related pertinent information which was required if appropriate permits were obtained as required from State Board of Water Resources in the Department of Agriculture in order to originally construct the existing lakes. This information should then be discussed with M. S. Mitchell of the Maintenance-Flood Control Office of the Department of Public Works. It is necessary that any Floodways, drainage right-of-way or drainage easements that are necessary be determined as they may materially affect the sketch plat design.

Page 2 - Sketch Plat of FAWNWOOD ADDITION
October 3, 1972

3. The number, width and location of existing legal access points to the applicant's ownership that have been permitted by the State along the north side of Highway U. S. 54 should be indicated on the sketch plat.

As the above items are pursued by the applicant and their effect upon the plats design become apparent, if there are any questions or further discussion is desired, please contact our office.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:JDG:rme

cc: M. S. Mitchell, Assistant Superintendent, Public
Works Maintenance
Steve Innes, Health Engineer

Map No.: 640-C
Section No.: 26
Twp. No.: 27S
Range: 24W

S/D No. _____

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: FAWNWOOD ADDITION

General Location: 3 1/2 MILES EAST of Goddard KANSAS
NORTH SIDE HWY US 54 WEST 7 EAST of 15th STREET WEST

Name of Property Owner: HOWARD A. RISHEL
Address: RT 9, WICHITA, KANSAS 67235 Phone: 722 1209
Name of Subdivider: SAME
Address: _____ Phone: SAME
Name of Agent/Surveyor: SAME
Address: _____ Phone: SAME
Date of Application: SEPT. 6, 1972

SUBDIVISION INFORMATION:

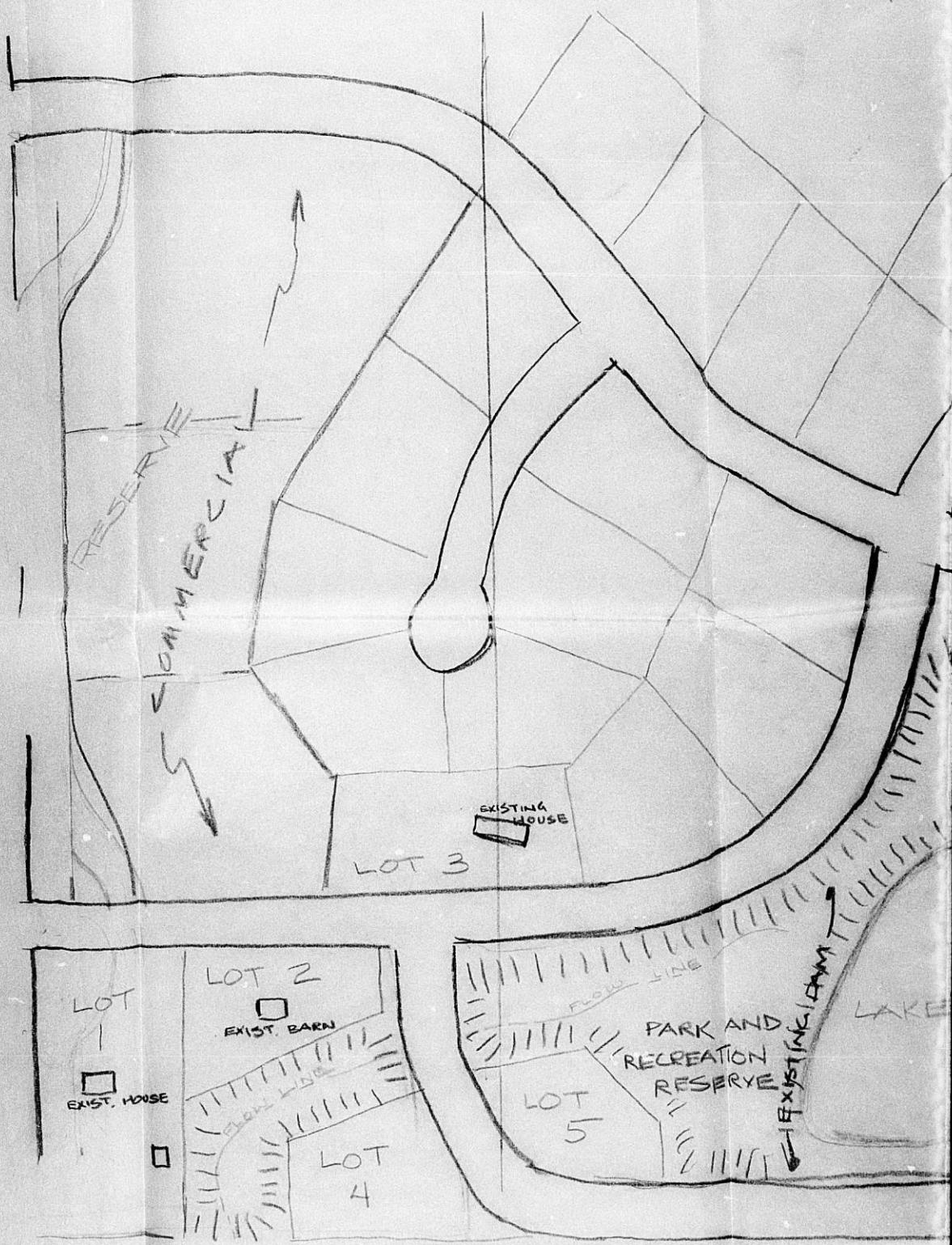
- Gross Acreage of Plat 8 ACRES ?
- Number of Lots:
 - Residential 6
 - Commercial NONE
 - Industrial NONE
 - Other NONETotal Number of Lots 6
- Minimum Lot Frontage 100 ft.
- Minimum Lot Area 30,000 ft.
- Existing Zoning _____
- Proposed Zoning RESIDENTIAL
- Lineal Feet of New Streets:
 - a. 70' R/W 300 ft.
 - b. 50' R/W 1000 ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.TOTAL 1300 ft.
- Sidewalk adjacent to all streets? yes no
- Public Water Supply No (Yes-No), Name _____
- Public Sanitary Sewers No (Yes-No), Name _____
- Health Department Approval (where applicable) No (Yes-No)
- City of Wichita (Three-Mile Area)

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.

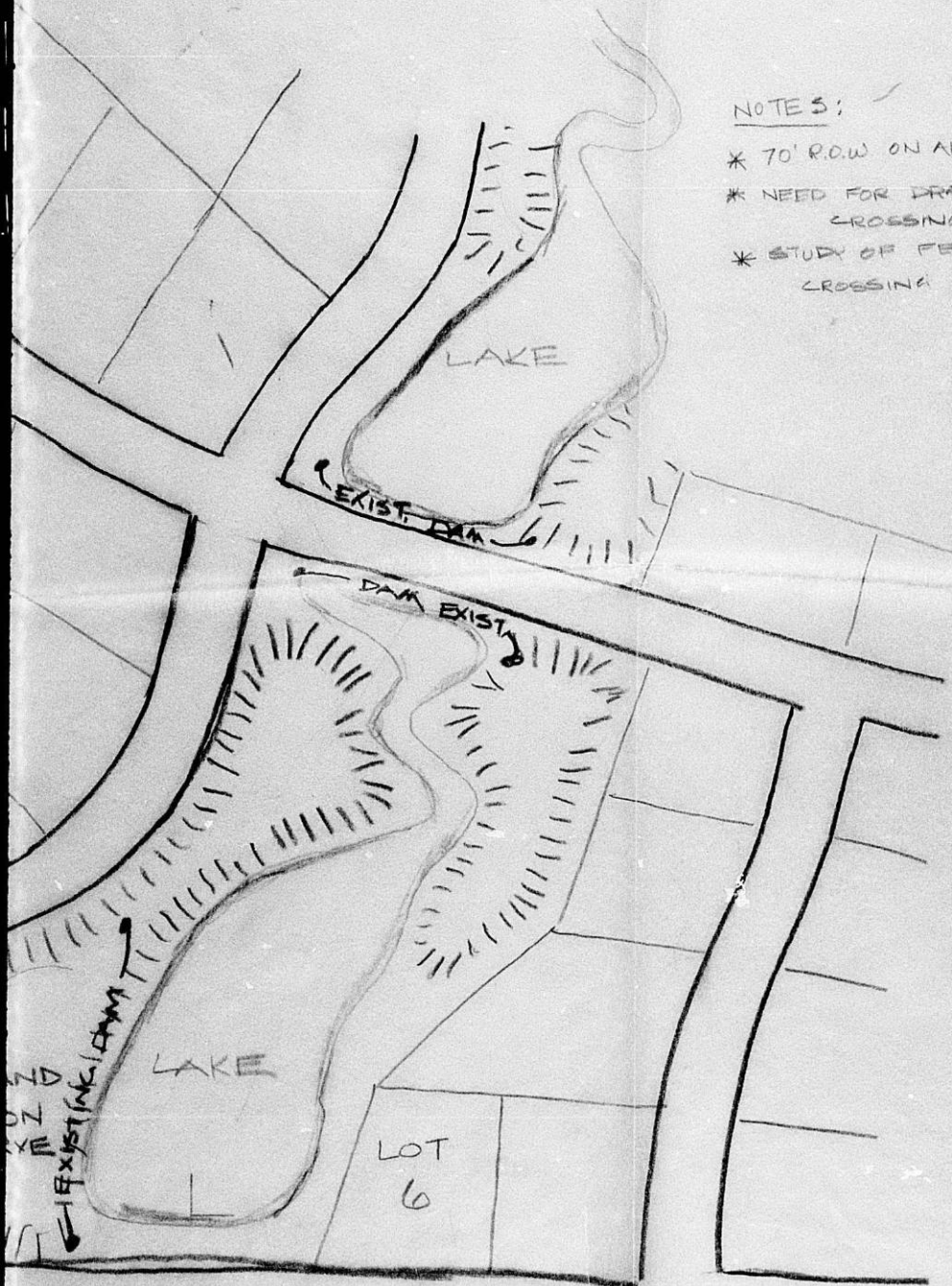
Owner's Signature: Howard A. Rishel

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

Received by Carl Hardy
Date 9-6-72
Fee Submitted none



— FAWNWOOD ADDITION —



NOTES:

- * 70' ROW ON ALL INTERIOR STREETS
- * NEED FOR DRAINAGE UNDER ROAD CROSSING FLOW LINE
- * STUDY OF FEASIBILITY FOR ROAD CROSSING ON TOP OF THE DAM