

PLAT NO. S/D 74-103 MAP NO. 6047

NAME FOREST PARK SHOPS ADDITION

LOCATION Southwest corner of Central and Webb Rd.

ENGINEER Baughman Company

OWNER American Land Mark Corp. by Ron Smith

APPLICATION FILED 9-23-74

SKETCH PLAT FILED 9-23-74

PRELIMINARY FILED 9-23-74

S/D ACTION 10-3-74 *Approved*

FINAL FILED 12-9-74

S/D ACTION 12-19-74 *Approved*

MAPC ACTION 1-9-75 *Approved*

\* BCC ACTION 9-9-75 *Approved sub to amend conditions by BCC*

RECORDED 1-22-76

\* REMARKS BCC-7-11-75 - discuss drainage

BCC 9-2-75 - discuss drainage

BCC 12-16-75 Accept Comment

# ACTION

DATE

S/D COMMITTEE Prelim. Approval 10-3-74  
Final Approval 12-19-74

M.A.P.C. Approval 1-2-75

B.C.C./B.C.A.C. Drained Drainage 3-11-75  
and requested that  
Public Works set a  
meeting with Beach

BCC Reconsider drainage 9-2-75  
50-50 cost Sandsp/ltty

BCC Approved only to 9-9-75  
con terms as changed  
by BCC

BCC Grant Consent 12-16-75

S/D 74-103 - FOREST PARK SHOPS  
ADDITION - SW corner Central and  
Webb Road. Baughman Co.

Map No. 6047  
Sec. No. 20  
Twp. No. 27S  
Range 2E

Subdivision Report and Progress

S/D No.: 74-103

Name: FOREST PARK SHOPS ADDITION

General Location: Southwest corner of Central and Webb Road.

Owner: American Land Mark Corp.  
Address: 838 S. Edgemoor Phone: 685-1401  
Subdivider: Pat Knoll  
Address: 838 S. Edgemoor Phone: 685-1401  
Engineer/Surveyor: Baughman Company  
Address: 330 Laura Phone: 262-7271

Max Eaton, Pres. Forest Hills Home Assoc. 684-7680

Application Received 9-23-74  
Conf. with Applicant \_\_\_\_\_  
Sketch Plat Received 9-23-74  
Present Zoning LS  
Proposed Zoning LS  
Letter of Intent none

FINAL PLAT RECEIVED 12-9-74  
S/D Comm. Action 12-19-74 App

PREL. PLAT RECEIVED 9-23-74  
S/D Comm. Action 10-3-74 Approved  
Dept. Report on Prel. 10-4-74

Dept. Report on Final 12-20-74  
M.A.P.C. ACTION 1-9-75 Approved  
Dept. Report on Final 1-10-75  
~~Letter on Irons Received~~ N/A  
Title/Taxes Rec'd & Reviewed \_\_\_\_\_  
Final Review 9-4-75  
Referral to B.C.C. 9-4-75

TRACING PROGRESS:  
Received \_\_\_\_\_  
Released \_\_\_\_\_  
Received \_\_\_\_\_  
Released \_\_\_\_\_

B.C.C. ACTION 9-9-75  
Recorded 1-22-76

Comments:

2-11-75 BCC - Direct Public Works to contact Beach  
4-2-75 BCC - Public Works advise BCC that Beach would not  
4-9-75 BCC - condition A modified to allow release of plat  
12-16-75 Utility Council

1/6/76 called Mark at Baughman Co. to pick up tracing for recording.

SD 74-103  
B  
1-27-76

REGISTER OF DEEDS

SEDGWICK COUNTY, KANSAS

FOREST PARK SHOPS ADDITION was

filed for record on January 22, 1976

Barbara J. McCall  
Register Of Deeds

87181 (Published in The Daily Record February 3, 1978)

**RESOLUTION**  
**A RESOLUTION DECLARING IT NECESSARY TO ACQUIRE CERTAIN PRIVATE PROPERTY IN THE CITY OF WICHITA, KANSAS, FOR DRAINAGE PURPOSES AND DIRECTING THE CITY ENGINEER TO CAUSE A SURVEY TO BE MADE OF THE LANDS REQUIRED FOR SUCH IMPROVEMENT, SUCH SURVEY TO BE FILED IN THE OFFICE OF THE CITY CLERK.**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**SECTION 1.** That it appears necessary to acquire by purchase or by proper appropriation proceedings in eminent domain the parts, parcels, and tracts of land necessary to construct and maintain a drainage system over and across tracts of land along the west side of Webb Road and the centerline of Central to a point approximately 300 ft. north of centerline Central to be known as Storm Water Drain 805 and the City Engineer of the City of Wichita, Kansas, is hereby directed and instructed to cause to be prepared and made a survey of the lands necessary for such purpose and to prepare a certificate showing the results of that survey over his signature and to cause the same to be filed in the office of the City Clerk of the City of Wichita, Kansas. Said report of said City Engineer shall contain a description of the lands necessary for such purpose.

**SECTION 2.** After the filing of said survey and the report of the City Engineer in the office of the City Clerk, that the City Attorney be and he is hereby directed to cause a proper ordinance to be prepared and submitted to the Commission for consideration providing for the appropriation proceedings relating to said land.

**SECTION 3.** This project is initiated under K.S.A. 13-1023 and K.S.A. 26-27.

**SECTION 4.** This resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

**ADOPTED** at Wichita, Kansas, on this 31st day of January, 1978.

TONY CASADO, Mayor  
Attest: (Seal) DONALD C. GISICK, City Clerk

26

## SHADYBROOK DEVELOPMENT CORPORATION

7 Swallow  
Wichita, Kansas 67230

January



Shadybrook Stables  
#25 Stagecoach Road  
Wichita, Kansas 67230  
(316) 733-0111

Shadybrook Farm Addition  
14741 East Central  
Wichita, Kansas 67230

Ms. Louise Oliverez, Junior Planner  
Metropolitan Area Planning Department  
455 N. Main Street  
Wichita, Kansas 67202

RE: L/S 0353-Request for Lot Split Approval  
on a portion of Lot 2, Forest Park Shops

Dear Ms. Oliverez:

Thank you for your letter of January 12 regarding approval of the lot split on the above referenced property. Mr. K. O. Taylor, engineer, is in the process of preparing the necessary lot grading plan which will be delivered to M. S. Mitchell for his approval.

I am fully aware of the drainage problems on the site, through extensive meetings and discussions with Mr. Jack Galbraith and Mr. M. S. Mitchell. I am also aware of the covenant and storm sewer benefit district requirement. In fact, the engineering for the storm sewer work is completed, and it is my understanding that work will begin on this project in February.

Your mention of Accel/decel lanes does surprise me a little bit however, as the engineering for the storm sewer does not include any provision for actual construction of these lanes. It also surprises me since Webb Road is in the county, and not under jurisdiction of the city.

It would be our preference that the entire street of Webb Road be completely rebuilt, including curb, gutter, and storm sewers, between Central and Douglas Avenue. Beech Aircraft advises they would like to see the same improvement. Naturally, if the complete project can be done at one time, it would be much preferable to a piecemeal partial solution. There are many corners with ten times or more traffic that do not have accel/decel lanes, such as Central and Rock Road, Central and Woodlawn, Douglas and Rock Road, to mention a few. I feel a deceleration or turn lane construction at this time would be an excessive burden on development of the property due to the unprecedented requirement placed on the property by the storm sewer district. I have no objection to the land being dedicated for that proposal, but would be totally opposed to requiring immediate implementation unless the complete Webb Road improvement could be made.

Any information you can give me on this potential matter would be greatly appreciated.

Sincerely,

SHADYBROOK DEVELOPMENT CORPORATION

John E. Siefkes

JES:dp

cc: K. O. Taylor, Engineer  
Jack Galbraith, Chief Planner  
John Hale, County Commissioner  
Grover McClure, County Engineer

*copy 4/5 - 0353 file*  
*(original in 4/5 - 0353 file)*

January 31, 1978

Donald C. Gisick, City Clerk

Jack H. Galbraith, Chief Planner

Irrevocable letter of credit extension for Forest Park  
Shops Addition

Attached is an amendment to letter of credit number 421 issued by the Fourth National Bank and Trust Company to the account of Smith & Company, Inc. This amendment extends the expiration date to January 9, 1979. Please file this amendment with the original letter of credit which was accepted by the Board of City Commissioners on December 16, 1975.

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

---

Jack H. Galbraith  
Chief Planner

JHG:LO:et  
Attachment

THE CITY OF WICHITA

OFFICE OF

LAW DEPARTMENT

DATE

January 24, 1978

TO Jack H. Galbraith, Chief Planner

FROM Eugene L. Pirtle, First Assistant City Attorney

SUBJECT Irrevocable Letter of Credit Expiration Smith & Company, Inc. Our File: 77-16-1

Attached hereto is a communication received from Mr. Peter Redman of the Fourth National Bank dated January 23, 1978.

*Eugene L. Pirtle*  
Eugene L. Pirtle

First Assistant City Attorney

ELP:pl

Attachment

cc: Ralph Klose, City Treasurer  
Donald C. Gisick, City Clerk  
John Dekker, City Attorney  
John D. Wynkoop, Director, Water & Water Pollution Control

P.S. Also attached is Letter of Credit No. 421 submitted by Smith & Company, Inc.



to: *ELP* date: \_\_\_\_\_

<b>admin.</b>	<b>adv. plans</b>	<b>cur. plans</b>	<b>social</b>	<b>graphics</b>
<input type="checkbox"/> lakin	<input type="checkbox"/> stockwell	<input type="checkbox"/> galbraith	<input type="checkbox"/> mitchell	<input type="checkbox"/> pierce
<input type="checkbox"/> waller	<input type="checkbox"/> lindebak	<input type="checkbox"/> lytle	<input type="checkbox"/> hart	<input type="checkbox"/> stafford
<input type="checkbox"/> eubanks	<input type="checkbox"/> shen	<input type="checkbox"/> young	<input type="checkbox"/> kohl I.	<input type="checkbox"/> gartland
<input type="checkbox"/> lucker	<input type="checkbox"/> nelson. p	<input type="checkbox"/> moak	<input type="checkbox"/> brown	<input type="checkbox"/> pale
<input type="checkbox"/> nelson. v	<input type="checkbox"/> losew	<input type="checkbox"/> shirkey	<input type="checkbox"/> kalther	<input type="checkbox"/> barber
<input type="checkbox"/> lakin. e	<input type="checkbox"/> schater	<input type="checkbox"/> newby	<input type="checkbox"/> covert	<input type="checkbox"/> crook
<input type="checkbox"/> henderson	<input type="checkbox"/> curiman	<input type="checkbox"/> debson	<input type="checkbox"/> kohl I.	<input type="checkbox"/> commar
<input type="checkbox"/> brothers	<input type="checkbox"/> babbitt	<input checked="" type="checkbox"/> oliveroz	<input type="checkbox"/> jane	<input type="checkbox"/> livesey
<input type="checkbox"/> hanson	<input type="checkbox"/> reed	<input type="checkbox"/> krebbial	<input type="checkbox"/> syal	<input type="checkbox"/>
<input type="checkbox"/> craig	<input type="checkbox"/> warner	<input type="checkbox"/> glazer	<input type="checkbox"/> luettters	<input type="checkbox"/> sharpe
<input type="checkbox"/> barnes	<input type="checkbox"/> reive	<input type="checkbox"/> burch	<input type="checkbox"/> harvey	<input type="checkbox"/> smith
<input type="checkbox"/> sturdevant	<input type="checkbox"/> may		<input type="checkbox"/> crawford	<input type="checkbox"/> phelps
<input type="checkbox"/> ontiveros			<input type="checkbox"/> schroeder	<input type="checkbox"/> harwood
<input type="checkbox"/> butler			<input type="checkbox"/> blanton	
<input type="checkbox"/> nagley				
<input type="checkbox"/> browne c.				
<input type="checkbox"/> stahschmidt				
<input type="checkbox"/> forinash				
<input type="checkbox"/> schranz				
<input type="checkbox"/> mcladden				
<input type="checkbox"/> swander				
<input type="checkbox"/> lickteig				
<input type="checkbox"/> grossnickie				

<input type="checkbox"/> note & return	<input type="checkbox"/> signature
<input checked="" type="checkbox"/> handle	<input type="checkbox"/> library
<input type="checkbox"/> all staff	<input type="checkbox"/> information
<input type="checkbox"/> comment	<input type="checkbox"/> files

remarks: *Perhaps we should reword the street improvement so that he would pay for this before it again expires.*

# TheFourth



January 23, 1978

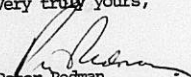
The City of Wichita  
Department of Law  
City Hall - Thirteenth Floor  
455 North Main Street  
Wichita, Kansas 67202

Attention: Eugene L. Pirtle  
First Assistant City Attorney

Gentlemen:

I refer to a memorandum dated January 18, 1978, to Jack H. Galbraith, Chief Planner, from Eugene L. Pirtle, First Assistant City Attorney, subject: Letter of Credit expiration, Smith and Company, Inc. The memorandum refers to our Letter of Credit No. 421 in the amount of \$3,150.00, in favor of the City of Wichita for the account of Smith and Company, Inc. The expiration date on the credit was extended to January 9, 1979, on December 19, 1977.

Very truly yours,

  
Peter Redman  
Vice President

PR:cs

cc: Smith and Company, Inc.  
838 S. Edgemoor  
Wichita, Kansas 67216



Fourth National Bank & Trust Co.  
Wichita, Kansas 67201

P.O. Box 1090  
telephone 316-261-4444

**S** SMITH  
& COMPANY  
REALTORS

PHONE (316) 685-1401 • 838 SOUTH EDGEWOOD • WICHITA, KANSAS 67218



January 23, 1978

Mr. Eugene L. Pirtle  
First Assistant City Attorney  
The City of Wichita  
Office of Law Department  
455 N. Main  
Wichita, Kansas

RE: Irrevocable letter of Credit

Dear Mr. Pirtle,

We apologize for our mistake and have enclosed the Letter of Credit No. 421.

Sincerely,

Handwritten signature of R. L. Smith in cursive.

R. L. Smith  
President

Enclosure



**THE**  
**FOURTH NATIONAL BANK**  
*and TRUST COMPANY, Wichita*  
P.O. BOX 1090 WICHITA, KANSAS 67201

RE: IRREVOCABLE LETTER OF CREDIT NO. 421

December 19 1977

AMENDMENT NO. 1

TO: City of Wichita - Water Department  
455 N. Main  
Wichita, Kansas

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM  
Smith & Company, Inc., 838 S. Edgemoor, Wichita, Kansas 67218

WE HEREBY AMEND THE AFOREMENTIONED CREDIT, ISSUED IN YOUR FAVOR, AS FOLLOWS:  
Expiration date extended to January 9, 1979.

ALL OTHER CONDITIONS REMAINING UNCHANGED.  
AS THIS LETTER IS TO BE CONSIDERED A PART OF THE AFOREMENTIONED CREDIT INSTRUMENT, IT  
SHOULD BE ATTACHED THERETO.

THE FOURTH NATIONAL BANK AND TRUST COMPANY, WICHITA

AUTHORIZED SIGNATURE

Peter Redman, Vice President

*#*  
*Joise*

THE CITY OF WICHITA  
OFFICE OF LAW DEPARTMENT

DATE January 18, 1978

TO Jack H. Galbraith, Chief Planner  
FROM Eugene L. Pirtle, First Assistant City Attorney  
SUBJECT Irrevocable Letter of  
Credit Expiration  
Smith & Company, Inc.

In response to your request addressed to the City Treasurer, December 2, 1977, describing the expiration of a letter of credit in the amount of \$1,350.00 from the Fourth National Bank and Trust Company for the account of Smith & Company, Inc. guaranteeing the relocation of a fire hydrant at the southwest corner of Central and Webb Road, this is to advise that we were unable to obtain a renewal of the letter of credit prior to its expiration on December 15, 1977.

If you are unable to obtain performance by Smith & Company, Inc. of the obligation described in the letter of credit, we will be required to bring suit against the principal, Smith & Company, Inc., rather than rely upon the expired letter of credit.

I suggest that we not approve any more letters of credit from the Fourth National Bank and Trust Company to the account of Smith & Company, Inc.

*Eugene L. Pirtle*  
Eugene L. Pirtle  
First Assistant City Attorney

ELP:pl

cc: Ralph Klose, City Treasurer  
Donald C. Gisick, City Clerk  
John Dekker, City Attorney  
John D. Wynkoop, Director, Water & Water Pollution Control  
Peter Redmond, Fourth National Bank & Trust Co., 100 North  
Broadway, Wichita, Kansas 67202  
Ronald L. Smith, 838 South Edgemoor, Wichita, Kansas 67218



*Olivarez*



December 14, 1977

Mr. Peter Redman  
Fourth National Bank & Trust  
Commercial Dept.  
100 North Broadway  
Wichita, Kansas

RE: Letter of Credit #421

Dear Mr. Redman,

We hereby request that you issue a letter of credit to the city of Wichita to renew the above referenced letter of credit, to January 9, 1979.

If you have any further questions regarding this matter, please feel free to contact me at my office.

Sincerely,

R. L. Smith, President  
Smith & Company, Inc.

RLS/jp

Enclosure

CC: Louise Olivarez

*12-28-77 renewed letter has not been filed with  
City Clerk or with MAPP*

WICHITA-SEDGWICK COUNTY

DATE

December 16, 1977

METROPOLITAN AREA PLANNING DEPARTMENT

TO S/D 74-103 File: Forest Park Shops  
FROM Louise Olivarez, Junior Planner  
SUBJECT Irrevocable letter of credit for relocation of fire hydrant  
at the southwest corner of Central and Webb Road

On 1, November, 1977, I wrote to Ron Smith advising him that his letter of credit would expire on 15, December, 1977 and he should either renew the letter or deposit \$1,350.00 cash with the Water Department as guarantee that relocation costs for the fire hydrant at Central and Webb would be paid. Several days later, Peter Redmond of Fourth National Bank called to ask if the bank could issue a letter extending the original letter of credit rather than turning in a new letter of credit. I checked with the Deputy City Clerk and found that this would be acceptable. Redmond said that if Smith would authorize him to do so, he would extend the original letter.

By 28, November, 1977, I had not heard from Redmond or Smith so I called Redmond to ask what was being done about the letter. He said he would call Smith and one of them would get in touch with me. Ron Smith called 30, November, 1977, to say he had sold the property to John Siefkes and, therefore, he had no obligation to renew the guarantee. I reminded him that this guarantee had been a condition of plat approval and that he did have an obligation to see that the guarantee remain valid or he needed to make arrangements with the new owner to provide a guarantee. He said he was "fed up" with City requirements on that property and he would turn this matter over to his attorney, John Callahan.

*Ralph  
Klein*  
On 2, December, 1977, Jack Galbraith wrote to the City Treasurer asking that he negotiate with the bank to collect on this letter. He called Jack Galbraith to say he did not think he was the one to collect on letters of credit but that he would forward his copy of the letter to Eugene Pirtle in the Law Department. On 13, December, 1977, John Callahan called to ask what the current status of the negotiations was. I checked with Pirtle and was informed that he did not think it was his responsibility to collect on the letter. He suggested that the Water Department should contact the bank if they wanted to collect the money. I talked with Bill Otten, Chief Engineer of the Water Department, and he said they were not going to collect on the letter because it had been a Planning Department requirement, not a Water Department requirement. I disagreed with him on that but was unable to con-

S/D 74-103 File: Forest Park Shops  
December 16, 1977  
Page Two

vince him to contact the bank regarding the letter of credit.

Inasmuch as the letter of credit is improperly worded (it states that the purchaser will pay the Water Department for expenses incurred in removing and relocating the fire hydrant---it should state that the purchaser will remove and relocate the fire hydrant) it would be difficult to collect because the fire hydrant has not been relocated by the Water Department.

No additional attempts will be made to collect on this letter of credit.

[ In the future, water line relocation costs should be included in the petitions for the work (street widening, drainage, etc.) which necessitates the relocation. Dick Linn said this can be done if Engineering is advised of the need for relocation and the costs for relocation before the petitions are drawn up. ]

*Louise Olivarez*  
Louise Olivarez  
Junior Planner

LO:et

December 2, 1977

J

Ralph Klose, City Treasurer

Jack H. Galbraith, Chief Planner

Irrevocable Letter of Credit Expiration

On file in the City Clerk's office (copy attached) is a \$1,350.00 letter of credit from the Fourth National Bank and Trust Company for the account of Smith & Company, Inc. which guarantees payment to the City of expenses for removing and relocating a fire hydrant at the southwest corner of Central and Webb Road. This relocation will be necessary for the proposed development in the Forest Park Shops Addition. This relocation was guaranteed to occur before December 15, 1977. As the development at this location has not commenced, the fire hydrant has not yet been relocated.

On November 1, 1977, we notified Mr. Ronald Smith of Smith & Company that the letter of credit was about to expire and should be renewed or a cash deposit made in lieu of the letter. We have had several telephone conversations with Mr. Peter Redmond of Fourth National Bank but as of this date no letter of credit renewal or cash deposit has been received. Since the time limit for the letter of credit is about to expire, we would recommend this letter of credit be negotiated with Fourth National Bank before December 15, 1977.

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

---

Jack H. Galbraith  
Chief Planner

JHG:LO:et

cc:

Donald C. Gisick, City Clerk

John Dekker, City Attorney

John D. Wynkoop, Director, Water & Water Pollution Control

Peter Redmond, Fourth National Bank & Trust Co., 100 North Broadway,  
Wichita, Kansas 67202

Ronald L. Smith, 838 South Edgemoor, Wichita, Kansas 67218

November 1, 1977

Mr. Ronald L. Smith, President  
American Landmark Corporation  
838 South Edgemoor  
Wichita, Kansas 67218

Re: Irrevocable Letter of Credit Associated with Forest Park Shops  
Addition (Credit No. 421)

Dear Mr. Smith:

As you will recall, in December, 1975, a letter of credit in the amount of \$1,350.00 was submitted to the City of Wichita as guarantee that Smith & Company, Inc. would pay to the Water Department all expenses incurred in removing and relocating a fire hydrant at the southwest corner of Webb Road and Central. This relocation is necessitated by the proposed widening of Central at Webb Road to facilitate the Forest Park Shops development. As the property has not yet developed, the road improvements have not been made and the hydrant has not been relocated. The letter of credit will expire December 15, 1977. If the fire hydrant will not be relocated before then, you may submit a new letter for the same amount with an expiration date no later than January 9, 1979 (four years from the date of approval of the plat by the Metropolitan Area Planning Commission) or you may deposit this amount of cash with the Water Department.

I have enclosed a letter of credit form for your use if you choose to renew the letter rather than deposit cash. If you have any questions regarding this matter, please call me at 268-4421. If we have

Mr. Ronald L. Smith  
November 1, 1977  
Page Two

not heard from you by December 1st, the City will have to begin negotiations with the bank to collect on the current letter of credit.

Sincerely,

Louise Olivarez  
Junior Planner

LO:et  
Enclosure  
cc:

R. M. Briley, Assistant Vice-President, Fourth National Bank & Trust Company, 100 North Broadway, Wichita, Kansas 67202

Peter Redmond, 4<sup>th</sup> Nat. Bk. 261-4433

July 15, 1976

Mr. Richard Caleindo  
400 North Woodlawn  
Wichita, Kansas 67208

Re: Forest Park Shops Addition

Dear Mr. Caleindo:

Enclosed herewith is a copy of the covenant required on the drainage improvements associated with the Forest Park Shops plat. In addition to this agreement to pay 50% of the drainage improvement costs, petitions were approved on the plat guaranteeing the construction of accel-decel lanes along Central and Webb Road and guaranteeing construction of sidewalks adjacent to these streets. In addition, there are some fire hydrants and waterlines which will have to be relocated at the developers expense when the accel-decel lanes are constructed.

I believe you have discussed at some length with M. S. Mitchell, the problems involved with building pads, floodways, etc., in developing the site prior to the ultimate drainage improvements being done. I apologize for the delay in sending you this letter as we have had trouble in obtaining a copy of the drainage covenant which you wanted to see. If you have any further questions concerning this plat, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme  
Encl.

July 14, 1976

Donald C. Gisick, City Clerk

Curtis L. Newby, Junior Planner

S/D 74-103 - Forest Park Shops Addition -  
drainage covenant.

Attached herewith is an original of a covenant required by the City Commission in the approval of the above referred to plat at their meeting of December 16, 1975. This instrument was submitted at said meeting and was apparently misplaced or lost.

This covenant should now be filed of record with the Register of Deeds. If you have any questions concerning this matter, please call.

Curtis L. Newby  
Junior Planner

CLN:rme  
Attachment

cc: Eugene Pirtle, 1st Assistant City Attorney  
Dick Linn, City Engineer

COVENANT RUNNING WITH LAND

WHEREAS American Landmark Corporation, a Kansas Corporation, of Wichita, Kansas, is owner of the following described real estate, to-wit:

All of Forest Park Shops, an Addition to  
Wichita, Sedgwick County, Kansas

AND WHEREAS American Landmark Corporation through its duly authorized representatives announced to the City Commission of Wichita, Kansas at its hearing, September, 9, 1975, on the replat application for said real estate, that it would execute and record this covenant as a demonstration of good faith.

NOW THEREFORE, In consideration of the premises and the approval by said City Commission of said replat, the undersigned agrees as follows to-wit:

(1) Whenever a benefit district is organized to include said Forest Park Shops and the approximately forty-five acres of Beech Aircraft Corporation real property, across Webb Road to the east, which drains across said Forest Park Shops, that up to fifty percent of the special assessment made therefore may be charged to said Forest Park Shops.

(2) The Petition signed by American Landmark Corporation to initiate organization of such drainage district and filed with the City Clerk of Wichita, Kansas will at no time be modified or withdrawn except with approval by the appropriate officials for the City Of Wichita.

(3) This commitment is irrevocable, without limitation as to time, a covenant running with the land, and is a binding contract which may be enforced by the City of Wichita for the benefit of the public irrespective of future ownership of Forest Park Shops and irrespective of who pays the remaining fifty percent of said assessment.

Executed this July 8, 1976

AMERICAN LANDMARK CORPORATION

BY Ronald L. Smith  
Ronald L. Smith, President

State of Kansas, County of Sedgwick, ss:

Know all men by these presents that Ronald L. Smith appeared before me on this July 8, 1976, as President of American Landmark Corporation and duly acknowledged execution of the foregoing written instrument as the act and deed of said corporation.

[Signature]  
Notary Public

Commission expires:

My Commission Expires August 20, 1978



WICHITA-SEDGWICK COUNTY

DATE

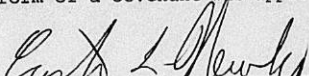
December 23, 1975

**METROPOLITAN AREA PLANNING DEPARTMENT**

TO The File and Whom it may Concern  
FROM Curtis L. Newby, Junior Planner  
SUBJECT Drainage guarantee.

On December 16, 1975, various petitions and a letter of credit associated with S/D 74-103, Forest Park Shops Addition, were considered by the Board of City Commissioners. Among the petitions was one for a storm water sewer in which the platting applicant was to pay 50% of the cost and the City at large the other 50% of the cost of the project. This storm water sewer petition was not received by the Commission along with the other petitions. During the discussion of the missing petition before the Commission, it was determined that the platting applicant in a prior action on the plat before the Commission on September 9, 1975, was required to furnish a covenant agreeing to pay 50% of the storm sewer cost. The storm sewer petition therefore was not a requirement of the plat approval and would not be acceptable to the Commission. The action of the Commission on December 16, 1975 was to approve the sidewalk and paving petitions and accept the covenant submitted to the Department of Law agreeing to pay for 50% of the cost of the storm sewer. This action was verified by the City Clerk's office on December 17, 1975.

This action taken by the Commission was not the recommended action in the memo to the City Manager drafted by me and signed by Jack Galbraith, Chief Planner. The recommended action indicated the Commission should approve the storm water sewer petition. In retracing the events leading up to the Commission consideration of the storm water sewer petition, I found the petition in the City Manager's office. It had apparently been mislaid and did not get forwarded to the City Commission with the other petitions. Ray Trail had the petition, and I advised him it could be destroyed. In checking further with the City Engineer's office concerning the petition, I was under the impression that the Department of Law on request of the City Manager had determined that the petition should be prepared in this fashion, but they were not certain that this was the case. In any event, the storm water sewer petition is not required and by the action of the City Commission on December 16, 1975, an acceptable guarantee for 50% of the cost of storm water sewer being in the form of a covenant was approved.

  
Curtis L. Newby, Junior Planner

CLN:rme

COMMISSIONERS PROCEEDINGS

2759

December 16, 1975

PETITIONS & LETTER OF CREDIT IN CONNECTION WITH S/D 74-103 - FOREST PARK SHOPS ADDN.

DEC 16 1975

Petitions and Letter of Credit in connection with S/D 74-103 - Forest Park Shops Addition, presented.

On September 9, 1975, the City Commission approved the captioned plat, subject to several conditions being complied with, involving guarantees for paving of accel-decel lanes on Central and Webb Road, installation of sidewalks on Central and Webb Road and submission of an irrevocable letter of credit guaranteeing the relocation of water lines. In addition, a 50% drainage petition on subject property was accepted by the Commission at the meeting.

The petitions and letter of credit have been submitted for approval as well as revised drainage petition which has been redrawn and re-executed on advice of the Department of Law, naming the applicant as a 50% petitioner and the City at large the other 50%.

Recommendation

Director of Public Works recommended approval. City Manager concurred.

City Manager

City Manager stated that the agenda was in error. The applicant was to be committed to 50% of the cost of the drainage and the other 50% has not been committed.

Motion--

Shanahan moved that the irrevocable letter of credit be received and filed, and the petitions approved, and the City Attorney be instructed to prepare the necessary resolutions, the publication costs of which shall be billed to the applicant; the approval is based upon the applicant's covenant to pay 50% of the costs of drainage and no obligation on the part of the City-at-large to pay the remaining 50%. Motion carried 4 to 0.

--Carried

FILE NO. DOA DEC 16 1975

December 10, 1975

Ralph Wulz, City Manager

Jack H. Galbraith, Chief Planner

S/D 74-103 - Forest Park Shops Addition

On September 9, 1975, the Board of City Commissioners approved the above-referred to plat, subject to several conditions being complied with, involving guarantees for paving of accel-decel lanes on Central and Webb Road, installation of sidewalks on Central and Webb Road and submission of an irrevocable letter of credit guaranteeing the relocation of water lines. In addition, a 50% drainage petition on subject property was accepted by the Commission at that meeting.

Attached herewith are valid petitions for the aforementioned improvements, together with a revised drainage petition which has been redrawn and re-executed on advice of the City Department of Law, naming the applicant as a 50% petitioner and the City at large the other 50%. These petitions should be placed on the agenda for the City Commission meeting of December 16, 1975, with the recommended action as follows:

Receive and file the irrevocable letter of credit and approve the petitions and instruct the Director of Law to prepare the necessary resolutions; and instruct the City Clerk to bill the publication costs to the applicant.

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

Jack H. Galbraith  
Chief Planner

JHG:CLN:ber  
Attachment

cc: American Landmark, Inc., 838 South Edgemoor 67218  
Donald C. Gisick, City Clerk

APPROVED:

\_\_\_\_\_  
Robert A. Lakin  
Director of Planning



-----  
-----  
New address:  
City Hall, 10th Floor  
455 North Main  
Wichita, Kansas 67202

December 8, 1975

Mr. R. M. Briley  
Commercial Loan Officer  
4th National Bank & Trust Co.  
P. O. Box 1090  
Wichita, Kansas 67201

Re: Irrevocable letter of credit  
associated with Forest Park  
Shops Addition plat.

Dear Mr. Briley:

I am returning to you your irrevocable letter of credit dated December 2, 1975, No. 421, which you submitted to the Water Department. Also, I am enclosing herewith two copies of the appropriate letter form as also furnished to Smith and Company, and which is required by the City of Wichita as the appropriate legal form for letters of credit. Please return one original copy of this form appropriately filled out and signed to our office.

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

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme  
Encl.



**THE CITY OF WICHITA**

**OFFICE OF WATER DEPARTMENT**

**DATE** November 25, 1975

**ON SAFETY  
PHASE II**

**TO** Jack Galbraith, Chief Planner

**FROM** Dick McClintock, Engineering Tech. II

**SUBJECT** Water Department Requirements  
For Forest Park Shops Plat,  
Webb Road & Central

Due to the proposed widening of Central at Webb Road to facilitate the Forest Park Shops, the Water Department will have to relocate a fire hydrant on the SW corner. The estimated cost to relocate this fire hydrant is \$1,350.00. This amount must be deposited with the Water Department, or a letter of credit filed with the Planning Department. Because no formal plans have been issued concerning the actual paving project, there exists the possibility of additional relocation of lines due to grade changes, storm drains, etc. No estimate for this work can be made at this time, but any and all costs of additional relocating must be born by the developer.

I trust this is the information you need from our Department concerning this plat.

*Dick McClintock*  
Dick McClintock  
Engineering Tech. II

DMcC:ak

cc: Ronald L. Smith



THE CITY OF WICHITA



DEPARTMENT OF LAW  
OFFICE OF CITY ATTORNEY  
262-0611 — AREA CODE 316  
SUITE 600 — CITY BLDG. ANNEX  
WICHITA, KANSAS 67202

November 14, 1975

Mr. John Callahan  
Attorney at Law  
262 North Waco  
Wichita, Kansas 67202

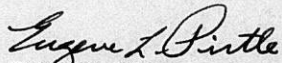
Re: Forest Park Shops Addition Covenant

Dear Mr. Callahan:

We have examined your revised covenant acknowledging the commitment of the owners of Forest Park Shops Addition to irrevocably commit that addition to 50% of the special assessment that may be assessed for drainage purposes in the benefit district.

This covenant running with the land is approved as to form. In conferring with John Richter of the City Planning Department, we note from the Planning Department file that there remains a satisfaction of the petition for drainage or a performance bond or a letter of credit.

Very truly yours,

  
Eugene L. Pirtle  
First Assistant City Attorney

ELP:cg

cc: John Richter, Planning Analyst



November 11, 1975

Les Arvin (Receiver for Forest  
Hills Swim Club)  
Century Plaza Building  
Wichita, Kansas 67202

Re: S/D 74-103 - Forest Park  
Shops.

Dear Mr. Arvin:

At the request of the applicants for the above captioned plat, I am sending to you a certificate which must be signed on behalf of the Forest Hills Swim Club. The certificate will eventually be filed with the Register of Deeds upon recording of the plat. Upon signing this document, I would appreciate it if you have the certificate forwarded to Judy Calbeck, 838 South Edgemoor, for completion of the notary public block.

Please call if you have any questions.

Sincerely,

John Richter  
Planning Analyst

JR:rme

cc: Judy L. Calbeck, 838 S. Edgemoor, 67218

**CERTIFICATE**

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

I, Ronald L. Smith, President, owner and plat-  
American LandMark Corporation  
tor of Forest Park Shops Addition, do hereby

certify that petitions for the following improvements have been  
submitted to the Board of Commissioners of the City of Wichita,  
Kansas:

1. Sidewalk petition
2. Paving petition
- 3.
- 4.
- 5.
- 6.
- 7.

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

Signed this 30th day of October, 1975.

American LandMark Corporation

By: [Signature]

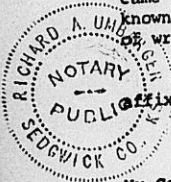
Ronald L. Smith, President

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

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

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

[Signature]  
Notary Public



My Commission Expires:  
August 20, 1978

# Lawyers Title Insurance Corporation

A Stock Company  
Home Office - Richmond, Virginia

## INTERIM TITLE INSURANCE BINDER

TO WICHITA-SEDGWICK COUNTY METROPOLITAN AREA  
PLANNING COMMISSION

Case No. xxxxxx  
No. xxxxx

LAWYERS TITLE INSURANCE CORPORATION, herein called the Company, hereby insures:  
That the title to the land described in Schedule A hereof, was on October 20th 19 75,  
at 7:00 o'clock A. M. vested in fee simple in

American LandMark Corporation as to Tract #1  
Forest Hills Swimming Club, a Kansas Corporation as to Tract #2

subject only to the defects, objections, liens and encumbrances, as shown in Schedule B hereof.

That upon compliance with and/or satisfaction of the requirements set forth under Section 1 of Schedule B of this Binder, and upon payment of its premium for title insurance, this Company will issue to you, as the insured, its policy of title insurance, on the usual form, in the sum of \$ xxxxxxxx, showing under Schedule B thereof only such exceptions as appear in Section 2 of Schedule B of this Binder and such liens, encumbrances or objections attaching to the title subsequent to the date hereof and prior to the issuance of the policy which are not satisfied and/or removed.

This Binder is delivered and accepted upon the understanding that you have no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting said premises other than those shown under Schedule B hereof, and your failure to disclose any such personal information shall render this Binder and any policy issued based thereon, null and void as to such defect, objection, lien or encumbrance.

Nothing herein contained shall be construed as a guarantee against the consequences of the exercise and enforcement or attempted enforcement of governmental "police power" over the property described herein.

This Company shall be liable under this Interim Title Insurance Binder only for actual loss or damage incurred by reliance upon the insuring provisions hereof.

This Interim Title Insurance Binder is subject to the terms, provisions and Conditions and Stipulations of the form of policy applied for.

This Binder is preliminary to the issuance of the policy of title insurance and shall become null and void, unless policy is issued, and the premium therefor paid, within six (6) months from the date hereof, and shall not be binding until it shall have been countersigned by an authorized Officer or Agent of the Company.

IN WITNESS WHEREOF the Company has caused this binder to be executed pursuant to its by-laws at Wichita, Kansas on October 20th, 19 75.

Countersigned:

### Lawyers Title Insurance Corporation

*Frank R. Hawk*  
Authorized Officer or Agent

*Robert E. Dawson*  
President.

*Clifford B. Stout*  
Secretary.

#### Schedule A

Legal description of the land referred to in this Binder.

Tract #1: Part of Reserve A, together with portions of vacated East Parkway and Central Parkway and Park lying between Central Parkway and Central Avenue as platted in Forest Hills, Sedgwick County, Kansas, described as follows: Beginning at a point 50 feet South and 50 feet West of the NE cor of the NE/4 of Section 20, Township 27 South, Range 2 East; thence West parallel with the North line of said NE/4, 450 feet; thence South 60 feet to a point 60 feet East of the NW corner of said Reserve A; thence Southwesterly along a curve having a radius of 15 feet to a point 45 feet East and 15 feet South of the NW corner of said Reserve A; thence South parallel with the West line of said Reserve A, 216.37 feet; thence Southeasterly 273.88 feet more or less to a point 45 feet North and 231.37 feet West of the SE corner of said Reserve A; thence East parallel with the South line of said Reserve A, 216.37 feet; thence Northeasterly along a curve having a radius of 15 feet to a point 60 feet North of the SE corner of said Reserve A; thence East 40 feet to a point 50 feet West of the East line of said NE/4; thence North 470 feet to beginning.

Tract #2. Commencing at a point on the West line of Reserve A, Forest Hills, Sedgwick County, Kansas, 220 feet North of the Southwest Corner; thence South 220 feet to the Southwest Corner; thence East along the South line of said Reserve A, 220 feet; thence Northwesterly to point of beginning.

(When combined Tract 1 & 2 compose all of Reserve A, Forest Hills)

# Lawyers Title Insurance Corporation

A Stock Company  
Home Office - Richmond, Virginia

## POLICY OF TITLE INSURANCE

### SCHEDULE A

AMOUNT

\$ 26,500.00

DATE OF POLICY

October 23, 1975

NAME OF INSURED

American Landmark Corporation

1. The estate or interest in the land described herein and which is covered by this policy is:  
Fee simple

2. The estate or interest referred to herein is at Date of Policy vested in:

American Landmark Corporation

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

Commencing at a point on the West line of Reserve A, Forest Hills, Sedgwick County, Kansas, 220 feet North of the Southwest Corner; thence South 220 feet to the Southwest Corner, thence East along the South line of said Reserve A 220 feet; thence Northwesterly to point of beginning.

Being the same property conveyed by Lester C. Arvin, Receiver for the Forest Hills Swimming Club, Inc., to American Landmark Corporation by Deed dated October 22, 1975 and filed for record October 22, 1975 in Film 163, Page 414, Document No. 2-52534, in the office of the Register of Deeds, Sedgwick County, Kansas.

W 19310  
Countersigned:

Walter B. Hewitt  
Authorized Officer or Agent

1j

Issued at: Wichita, Kansas

Page 1—Sched. A—Policy No. **K 40220**

ORIGINAL

## Lawyers Title Insurance Corporation

A Stock Company  
Home Office - Richmond, Virginia

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

IN WITNESS WHEREOF the Company has caused this Policy to be signed and sealed, to be valid when Schedule A is countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Lawyers Title Insurance Corporation

*Robert C. Dawson*

President

Attest:

*Raymond*

Secretary.



### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

# Lawyers Title Insurance Corporation

A Stock Company  
Home Office - Richmond, Virginia

## SCHEDULE B

This Policy does not insure against loss or damage by reason of the following:

1. The dower, curtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual Insured.
2. General taxes for the year 1975 and subsequent years together with special assessments due and payable therewith.
3. Restrictive covenants appearing of record in Miscellaneous Book 128, Page 183.
4. No liability is assumed for possible unfiled mechanic's and materialman's liens.
5. Rights of parties in possession, encroachments, overlaps, overhangs, unrecorded easements, violated restrictive covenants, deficiency in quantity of ground, or any matters not of record which would be disclosed by an accurate survey and inspection of the premises.
6. Any adverse matters that would be disclosed by a judgment search on the named insureds.

Page 1 of Sched. B— Policy No. K 40220

## Lawyers Title Insurance Corporation

A Stock Company  
Home Office — Richmond, Virginia

### CONDITIONS AND STIPULATIONS

#### 1. Definition of Terms

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage hereunder.
- (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.
- (d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": those records which by law impart constructive notice of matters relating to said land.

#### 2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

#### 3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, or (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provision of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

#### 4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

#### 5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

#### 6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

Continued on cover sheet

## CONDITIONS AND STIPULATIONS—CONTINUED

### 7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

### 8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

### 9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

### 10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

### 11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

### 12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its Home Office, 3800 Cutshaw Avenue, Richmond, Virginia 23230.

**Lawyers Title Insurance Corporation**  
A Stock Company  
Home Office ~ Richmond, Virginia

Service available throughout the United States, Puerto Rico, the U.S. Virgin Islands and Canada.



National Division, Branch and Agency offices and Approved Attorneys located throughout the operating territory as shown on the map.

## Lawyers Title Insurance Corporation

Home Office - Richmond, Virginia

**Lawyers Title**  
Insurance Corporation  
A Stock Company  
Home Office  
Richmond, Virginia



**Policy**  
of  
**Title Insurance**

**A word of thanks to our insured . . . .**

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title Insurance Corporation.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy or wish to contact us for any other reason, write to:

Consumer Affairs Department  
**Lawyers Title Insurance Corporation**  
P.O. Box 27567  
Richmond, Virginia 23261

# Lawyers Title Insurance Corporation

A Stock Company  
Home Office - Richmond, Virginia  
**INTERIM TITLE INSURANCE BINDER**

Case No. xxxxxx

No. xxxxx

TO WICHITA-SEDGWICK COUNTY METROPOLITAN AREA  
PLANNING COMMISSION

LAWYERS TITLE INSURANCE CORPORATION, herein called the Company, hereby insures:  
That the title to the land described in Schedule A hereof, was on October 20th 19 75,  
at 7:00 o'clock A. M., vested in fee simple in

American LandMark Corporation as to Tract #1  
Forest Hills Swimming Club, a Kansas Corporation as to Tract #2

subject only to the defects, objections, liens and encumbrances, as shown in Schedule B hereof.

That upon compliance with and/or satisfaction of the requirements set forth under Section 1 of Schedule B of this Binder, and upon payment of its premium for title insurance, this Company will issue to you, as the insured, its policy of title insurance, on the usual form, in the sum of \$ xxxxxxx, showing under Schedule B thereof only such exceptions as appear in Section 2, of Schedule B of this Binder and such liens, encumbrances or objections attaching to the title subsequent to the date hereof and prior to the issuance of the policy which are not satisfied and/or removed.

This Binder is delivered and accepted upon the understanding that you have no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting said premises other than those shown under Schedule B hereof, and your failure to disclose any such personal information shall render this Binder and any policy issued based thereon, null and void as to such defect, objection, lien or encumbrance.

Nothing herein contained shall be construed as a guarantee against the consequences of the exercise and enforcement or attempted enforcement of governmental "police power" over the property described herein.

This Company shall be liable under this Interim Title Insurance Binder only for actual loss or damage incurred by reliance upon the insuring provisions hereof.

This Interim Title Insurance Binder is subject to the terms, provisions and Conditions and Stipulations of the form of policy applied for.

This Binder is preliminary to the issuance of the policy of title insurance and shall become null and void, unless policy is issued, and the premium therefor paid, within six (6) months from the date hereof, and shall not be binding until it shall have been countersigned by an authorized Officer or Agent of the Company.

IN WITNESS WHEREOF the Company has caused this binder to be executed pursuant to its by-laws  
at Wichita, Kansas on October 20th 19 75.

Countersigned:

Lawyers Title Insurance Corporation

Donald R. Hand  
Authorized Officer or Agent

Robert E. Dawson  
President.

Phillip B. Stet  
Secretary.

### Schedule A

Legal description of the land referred to in this Binder.

Tract #1: Part of Reserve A, together with portions of vacated East Parkway and Central Parkway and Park lying between Central Parkway and Central Avenue as platted in Forest Hills, Sedgwick County, Kansas, described as follows:  
Beginning at a point 50 feet South and 50 feet West of the NE cor of the NE/4 of Section 20, Township 27 South, Range 2 East; thence West parallel with the North line of said NE/4, 450 feet; thence South 60 feet to a point 60 feet East of the NW corner of said Reserve A; thence Southwesterly along a curve having a radius of 15 feet to a point 45 feet East and 15 feet South of the NW corner of said Reserve A; thence South parallel with the West line of said Reserve A, 216.37 feet; thence Southeasterly 273.88 feet more or less to a point 45 feet North and 231.37 feet West of the SE corner of said Reserve A; thence East parallel with the South line of said Reserve A, 216.37 feet; thence Northeasterly along a curve having a radius of 15 feet to a point 60 feet North of the SE corner of said Reserve A; thence East 40 feet to a point 50 feet West of the East line of said NE/4; thence North 470 feet to beginning.

Tract #2. Commencing at a point on the West line of Reserve A, Forest Hills, Sedgwick County, Kansas, 220 feet North of the Southwest Corner; thence South 220 feet to the Southwest Corner; thence East along the South line of said Reserve A, 220 feet; thence Northwesterly to point of beginning.

(When combined Tract 1 & 2 compose all of Reserve A, Forest Hills)

**Schedule B—Section 1  
Requirements**

Showing requirements to be complied with; defects and objections to be removed or eliminated, and liens and encumbrances to be satisfied and discharged of record before policy of title insurance will be issued without exception thereto.

Item (a) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

Item (b) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

**Schedule B—Section 2  
Exceptions**

Showing defects, objections, liens and encumbrances, if any, to be shown as exceptions under Schedule B of the policy (such as easements, restrictive covenants, leases, unpaid taxes and assessments maturing subsequent to date hereof, prior lien or liens assumed).

1. General taxes for the year 1975 and subsequent years together with special assessments due and payable therewith.
2. Restrictive covenants appearing of record in Miscellaneous Book 128, Page 183 as to Tract #2.
3. Easement for fence being 1 foot wide along the South, Southwesterly and West Lot lines of the above described Tract #1, as described in Misc. Book 395, Page 566.

**NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.**

**INTERIM BINDER ENDORSEMENT**

**Lawyers Title Insurance Corporation**

NUMBER

A Stock Company  
Home Office - Richmond, Virginia

**EA**

Re: **WICHITA-SEDGWICK COUNTY METROPOLITAN AREA  
PLANNING COMMISSION**

Case No.  
RE: **Reserve A Forrest Hills  
to be platted as  
Forest Park Shops**

The Interim Binder in the above matter is hereby amended in the following respects:

Binder your Case 74103 is hereby amended to include:

"1974 and prior years taxes and assessments Paid in full."



The total liability of the Company under said binder and under this and any prior endorsements thereto shall not exceed, in the aggregate, the amount of liability stated on the face of said binder, as the same may be specifically amended in dollar amount by this or any prior endorsements, and the costs which the Company is obligated to pay under the Conditions and Stipulations of the policy committed for by said binder.

This endorsement is made a part of said binder and is subject to the schedules, Conditions and Stipulations therein and in the policy committed for, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of the aforesaid binder unless otherwise expressly stated.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed and sealed as of the 23rd day of October, 1975, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Issued at Wichita, Kansas.

COUNTERSIGNED:

NG

Authorized Officer or Agent



Lawyers Title Insurance Corporation

President

Attest:

Secretary

October 28, 1975

American Land Mark Corp.  
838 South Edgemoor  
Wichita, Kansas 67218

Re: S/D 74-103 - Forest Park Shops  
Addition - paving petitions.

Gentlemen:

I am returning to you the paving petitions which you submitted in connection with the above referred to plat. I have been advised by the City Engineer's Office that the signatures of the officers of the Forest Park Swim Club are needed on the petition since they will also be signing the plat as owners of some of the property involved.

I would appreciate your returning the petitions to our office as soon as possible. If you have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme  
Encl.

September 9, 1975

JOHN CALLAHAN  
ATTORNEY  
262 NORTH WACO  
WICHITA, KANSAS 67202  
(316) 262-1815

Mr. Robert Laklin, Director  
Metropolitan Area Planning Commission  
City Annex Building  
Wichita, Kansas 67202

Re: Reserve A, Forest Hills  
Forest Park Shops Addition

Dear Sir:

On September 2, 1975, the City Commission indicated approval of the replat of captioned tract would be made September 9 at which time the owner could obtain a building permit.

We have agreed and the purpose of this letter is to formalize our agreement with the City that whenever a benefit district is organized to include our tract and the approximately 45 acres of Beech property which drains across our tract, that 50% of the special assessment may be changed to our tract. We have previously filed a petition to initiate this project as requested by the staff.

We consider this commitment to be irrevocable, without limitation as to time, a covenant running with the land, and as a binding contract which may be enforced by the City for the benefit of the public.

Very truly yours,

AMERICAN LANDMARK CORPORATION

By 

Ronald L. Smith  
President

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

9-9-75

SUBDIVISION APPROVAL

S/D Number 74-103 Name FOREST PARK SHOPS ADDITION  
 Application & Sketch Filed: 9-23-74  
 Preliminary Plat Filed: 9-23-74 Approved by S/D: 10-3-74  
 Final Plat Filed: 12-9-74 Approved by S/D: 12-19-74  
 Approved by Metropolitan Area Planning Commission: 1-9-75

DESCRIPTION

General Location: Southwest corner of Central  
and Webb Road

Surveyor or Engineer: Baughman Company  
 Owner: American Land Mark Corp.  
 Address: 838 S. Edgemoor 67218

- |  |                       |                       |
|--|-----------------------|-----------------------|
| 1. Gross Acreage of Plat <u>6.21</u>   | 6. Access Control     |                       |
| 2. Number of Lots:   | St. Central Ave.      | No. Openings <u>4</u> |
| Residential _____  | St. Webb Road         | No. Openings <u>4</u> |
| Commercial <u>2</u>  | St. _____             | No. Openings _____    |
| Industrial _____   | 7. Req'd Improvements |                       |
| Other _____  | * St. Paving <u>X</u> | Water _____           |
| Total Number of Lots: <u>2</u>   | Sidewalk <u>X</u>     | Drainage <u>X</u>     |
| 3. Minimum Lot Area: <u>0.7</u> Acres  | Sewer _____           | Other _____           |
| 4. Existing Zoning " <u>LC</u> "   |                       |                       |
| 5. Special Problems Discussed - Drainage through subject property.<br>* accel-decel lanes on Central and Webb. |                       |                       |

A 50% petition has been submitted guaranteeing the drainage improvements associated with subject property.

## Planning Commission Recommendation:

That this plat be approved subject to: (See attached sheet for conditions of approval.) Hill moved, Hopper seconded and it carried unanimously.

NOTE: Item C. of the conditions of approval was acted on by the Board of City Commissioners on September 2, 1975, to allow guarantee by the developer for 50% of the cost. This can be done by letter of credit, cash deposit, performance bond; or by approving the petition submitted by the developer and establishing the method of paying the remaining 50%. The petition submitted by the applicant calls for the plat to be the only benefit district area and the costs apportioned 50% to the benefit district and 50% to the City at large.

ACTION: Approve the petition and instruct the Director of Law to prepare the necessary resolution, instruct the City Clerk to bill the publication costs to the applicant; and approve the plat as approved by the Metropolitan Area Planning Commission, authorize the Mayor to sign and instruct the Planning Department to withhold release of the plat tracing for recording until all conditions of the plat approval have been complied with.

CONDITIONS OF APPROVAL - S/D 74-103, FOREST PARK SHOPS ADDITION

*MAD to estimate*

- A. The applicant shall vacate Central Parkway north of and abutting Lot 1, Block 5, Forest Hills and East Parkway east of and abutting Lot 10, Block 5, Forest Hills by a separate vacation application. Approval of this plat shall be subject to approval of said vacation.
- B. The applicant shall submit to the Planning Department a certified ownership list for Block 5, Forest Hills Addition for said vacation.

*Consent to be redemore*

- C. The applicant shall approach the City Commission for a determination to what extent the City would participate in the costs of the drainage improvements involved with subject property and the applicant shall make satisfactory arrangements and guarantee for said drainage improvements with the Engineering Division of the Department of Public Works.

- D. <sup>PEITIONED</sup> The applicant shall install or guarantee the paving of the accel-decel lanes along the south side of Central and the west side of Webb Road adjacent to Lots 1 and 2.

- E. The applicant shall contact the Water Department relative to the location of service lines to serve subject property and the possible need to relocate existing water service lines in connection with the paving of the accel-decel lanes on Central and Webb Road. If said lines do need to be relocated, the applicant shall guarantee the relocation of said lines.

- F. The applicant and/or his surveyor shall contact the Engineering Division of the Department of Public Works, regarding the appropriate location and width for a sanitary sewer easement adjacent to the south line of Central and the west line of Webb Road.

- G. <sup>PEITIONED</sup> The applicant shall install or guarantee the installation of sidewalks adjacent to the south side of Central and the west side of Webb Road.

- H. The surveyor's certificate shall be expanded to read: "...all as platted in Forest Hills, Sedgwick County, Kansas, and Forest Park Drive in said Reserve A; said streets being vacated and replatted by virtue of K.S.A. 1970 Supp. 12-512(b)."

- I. The City Clerk's signature line shall be amended as follows: "Donald C. Gisick, City Clerk."

*OK (with 1/2 by item (C))*

- J. The applicant and/or his surveyor shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to the submission of appropriate guarantees and plans for drainage improvements necessitated by this plat. Inasmuch as drainage problems associated with this plat are extensive, said plans shall be submitted and approved prior to the approval of the final plat.

- K. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.

- L. Certification by an attorney that fee title is vested in the plattor.

- M. Certification that all taxes due and payable for 1974 and prior years have been paid.

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

-----

WICHITA-SEDGWICK COUNTY

17

DATE

METROPOLITAN AREA PLANNING DEPARTMENT

March 4, 1975

TO Ralph Wulz, City Manager  
FROM Robert A. Lakin, Director of Planning

SUBJECT Drainage improvement project associated with S/D 74-103 - Final Plat of Forest Park Shops Addition - Generally located at the southwest corner of Central and Webb Road

# As you will recall, in October of last year, you received a written request from Mr. Pat Knowles, developer, that the Board of City Commissioners make a determination as to what extent the City would participate in the cost of the drainage improvements required as a condition of approval of his plat by the Subdivision Committee of the Planning Commission. Since that time, the Planning staff, City Engineer and Flood Control Office have been working with Mr. Knowles in an attempt to arrive at a workable solution to the drainage problem and a total cost estimate for the drainage improvements.

*Solution*  
The drainage to be resolved originates on the Beech Aircraft property east of Webb Road. The original estimates made in 1963 by the Flood Control Office, based on County drainage profile maps, indicated some 80 acres of the Beech property was draining into a cross road structure under Webb Road, from there into a natural ditch or swale crossing approximately through the middle of the land in the subject plat and from there meandering westward in a natural channel through the Forest Hills Subdivision. At about the northwest corner of the Forest Hills Subdivision, the drainage crosses under Central to a large east-west drainage channel on the north side of that street. In order for the subject property to be developed, the drainage would have to either be carried underground or in some way diverted around the property.

It was determined in 1963, that the drainage could be intercepted at the west side of Webb Road and carried north under Central and into the large drainage channel on the north side of that street. The rough cost estimate at that time for such a project was \$100,000 and the possibility of the City participating in the cost of the project was suggested by Public Works, but no official action was taken regarding this matter.

In the last few years, several other potential developers of subject property have discussed the drainage problems and cost of the improvements with the Planning Staff and Flood Control Office. During this time period, an additional factor was introduced into the drainage problems, as several residents in the Forest Hills Subdivision, through whose property the natural drainage channel runs, installed water wheels, decorative water falls, etc. One property owner even designed and built his home so that the chan-

nel passes through a portion of the house. These residents indicated to the Flood Control Office that they were opposed to any drainage improvements which would stop the flow of water through their property. The drainage problem, therefore, became one of how to divert major volumes of water from crossing the subject property and at the same time maintain the existing continuous trickle of water in the channel through Forest Hills.

In 1974, the present applicant, Pat Knowles, submitted a subdivision application and began working with the Flood Control Office on a satisfactory method of handling the drainage problem. A method was agreed upon which was to provide two 60-inch drainage pipes that would pick up the drainage at the west side of Webb Road and carry it north under Central to the existing open drainage channel, and that Mr. Knowles would install an underground pipe across his plat to the channel in Forest Hills to assure that the continuous flow of water would be maintained for the benefit of property owners.

The Subdivision Committee, in its consideration of Mr. Knowles' preliminary plat, recommended that he approach the City Commission and ask them if the City would participate in the cost of the drainage improvements, and if so, to what extent, since approval of the plat would be subject to the cost of the drainage improvements being guaranteed. The Flood Control Office then proceeded to obtain permission from Beech Aircraft Company to conduct an actual field survey to determine more accurately the number of acres of the Beech property draining to Webb Road. The actual number of acres involved was found to be 45 instead of the original estimate of 80 acres. This information, together with flood record data in the area, was furnished to the City Engineer, who arrived at a total cost estimate of \$120,000 for the installation of a junction box on the west side of Webb Road and the installation of the two 60-inch drain pipes under Central Avenue. *2 60" Pipes + junction box*

120,000

There have been four alternates discussed by staff for financing the drainage improvements:

1. Public Works recommends that Mr. Knowles and Beech Aircraft Company share in the cost of the project since all of the drainage in question originates on the Beech property. However, Beech has not been approached regarding their willingness to participate in the project. The applicant should initiate this action.
2. The applicant and the City at large share in the cost (percent to be determined).
3. The applicant, Beech Aircraft and the City share in the cost.
4. All the cost to the applicant at large to

*Porter  
Donnell  
5-0*

*No advantage to Mr City at large to participate in the cost.*

Page 3 - Ralph Wulz  
March 4, 1975

As requested by Mr. Knowles, the question to be brought before the governing body is "Will the City be willing to participate in the cost of the drainage improvements and if so, to what extent?" Upon the determination of the appropriate alternate by the governing body, our staff will proceed toward working up an acceptable guarantee to be made by the applicant, Mr. Knowles, as a condition of the approval of his plat.

Attached is a sketch showing the existing drainage and proposed diversion. This matter should be placed on the agenda for the March 11th City Commission meeting. Mr. Bruggeman advises that Public Works will be prepared to present the drainage plans.

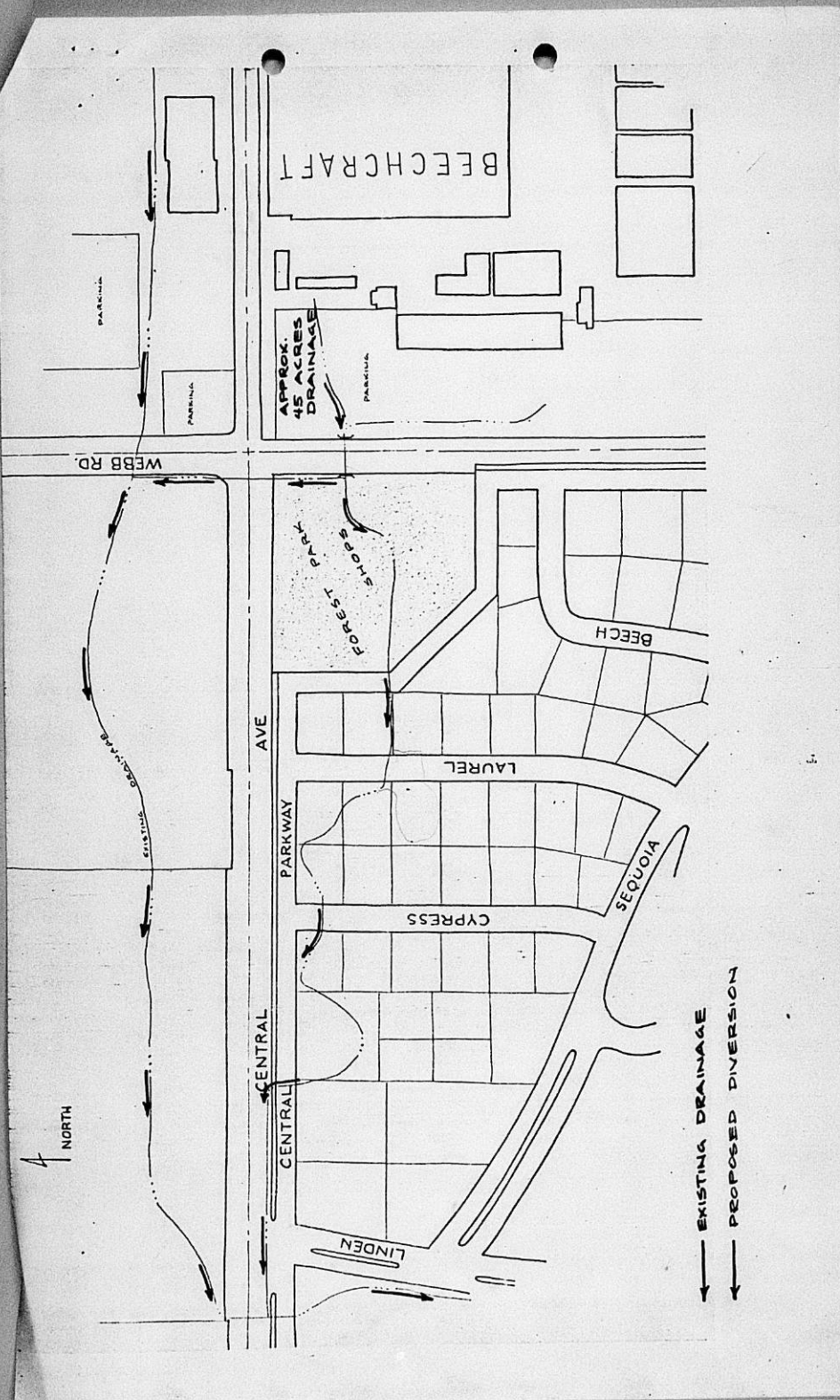
If you have any questions or wish to discuss this matter further, please advise.

*Robert A. Lakin*  
Robert A. Lakin  
Director of Planning

RAL:JHG:ber

Attachment

cc: Ray Bruggeman, Director of Public Works  
Dick Linn, City engineer  
M. S. Mitchell, Asst. Supt. of Public Works  
Maintenance and Flood Control Supervisor  
Pat Knowles, 838 South Edgemoor 67218



NORTH

— EXISTING DRAINAGE  
- - - PROPOSED DIVERSION

September 3, 1975

Mr. John Callahan  
Attorney at Law  
262 North Waco  
Wichita, Kansas 67202

Re: S/D 74-103 - Forest Park  
Shops Addition. Generally  
located at the southwest  
corner of Central and Webb  
Road.

Dear Mr. Callahan:

As you are now representing American Landmark Corporation on the above referred to plat case, I am herewith enclosing for your information copies of our letters to the applicant, American Landmark Corporation, outlining the conditions of the plat approval to be complied with.

As you are aware the plat is being forwarded to the Board of City Commissioners for their consideration on Tuesday, September 9, 1975. Our recommendation to the governing body will be in the event the plat is approved, that release of the plat tracing for recording be withheld until all of the conditions of the plat approval have been complied with. If you have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme  
Encl.

THE CITY OF WICHITA

OFFICE OF Director of Public Works

DATE August 27, 1975

TO Ralph Wulz, City Manager

FROM R. W. Bruggeman, Director of Public Works

SUBJECT Forest Park Shops Addition -  
Drainage Improvements

As suggested by the City Commission on March 11, 1975, I have been working with Mr. Pat Knowles, American Landmark Corporation, and Beech Aircraft officials in an attempt to resolve the drainage improvement for the Proposed Forest Park Shops Addition.

Mr. Pat Knowles advised that Beech Aircraft would not participate in the drainage improvement. I was advised by Mr. Jim Beckett of Beech Aircraft on August 12, 1975 that a decision would be forthcoming by August 13, 1975. As of this date, I have had no response.

Information furnished the Beech Aircraft Company was that 45 acres of their property drained across approximately 6 acres contained in the Forest Park Shops Addition and then through the Forest Hills Addition. The recommendation is to carry this flow across Central Avenue to an existing drainageway in two 60" pipes at an estimated cost of \$120,000. A minimum flow would be maintained by the developers of the Forest Park Shops Addition through the Forest Hills Addition.

A petition for this improvement with 50% of the cost being assessed to the Forest Park Shops Addition has been prepared for the American Landmark Corporation.

It is recommended that this matter be placed on your agenda of September 2, 1975 for resolution by the City Commission.

*RWB*  
R. W. Bruggeman  
Director of Public Works

RWB:gr

cc: Robert A. Lakin, Director of Planning  
G. H. Wilton, Supt. of Public Works Maintenance  
R. W. Linn, City Engineer



August 11, 1975

Paul L. Thomas  
Attorney at Law  
814 Century Plaza Building  
Wichita, Kansas 67202

Re: Vacation of roadway on  
Reserve A, Forest Hills  
Addition.

Dear Mr. Thomas:

In reply to your inquiry concerning the vacation of the roadway on Reserve A, this is to advise you that the Planning Department can only initiate vacations when directed by the Planning Commission to do so. Therefore if your wish is to have the Planning Department join as an applicant in your vacation request you should write a letter to the Planning Commission requesting that the Planning Department be instructed to join with you in the vacation request and stating your reasons for this.

As you are aware, American Landmark Corporation is in the process of replatting Reserve A for a commercial development, and we agree that if American Landmark is going to also include the swim club property in their development, the roadway you refer to is not needed. However, this roadway can be vacated as part of the platting procedure and can be included in the replat of Reserve A. We would recommend that the vacation of the street be handled in this manner rather than by a separate vacation procedure.

If you wish to discuss this matter further, or have any questions please call.

Sincerely,

Robert A. Lakin  
Director of Planning

RAL:CLN:rme

cc Ray *Banyan*

ARVIN, ARVIN, BUSEY & THOMAS CHARTERED

ATTORNEYS AND COUNSELORS AT LAW  
814 CENTURY PLAZA BUILDING  
WICHITA, KANSAS 67202  
AREA CODE 316 265-2634

LESTER C. ARVIN  
KAY K. ARVIN  
RODNEY H. BUSEY  
PAUL L. THOMAS

ROBERT A. POWELL  
OF COUNSEL

July 14, 1975

Metropolitan Area Planning Department  
City Building Annex  
104 South Main Street  
Wichita, Kansas 67202

ATTENTION: Mr. Robert A. Lakin  
Director of Planning

Dear Mr. Lakin:

Please be advised that this office represents the Forest Hills Swimming Club, Inc., which owns a portion of Reserve A of Forest Hills addition which is shown on your department plats. We are in the process of selling this property to American Landmark Corporation of 838 South Edgemoor who have already purchased the remaining portion of Reserve A and are in the process of replatting that entire piece of property. As your map will indicate, there is a roadway running through Reserve A which, weather permitting, provides access to the swimming pool. In order for the sale to be completed and the replatting of the property completed, the roadway must be vacated.

If you have had an opportunity to view that roadway, you will know that it is nothing more than a dirt road that has never been maintained anyway, and only provides access to the swimming pool when it is dry. With this swimming pool gone, it, of course, will serve no useful function whatsoever. The roadways leading into the road are maintained, but for all intensive purposes, they already constitute dead ends as far as city maintenance, or for that matter, traffic is concerned.

*not in my dictionary*

Mr. Robert A. Lakin  
July 14, 1975  
Page 2

My purpose in writing is to request a consideration of you and your department to take an independent look at that roadway to initiate vacation procedures by means of the department being the moving party. We, of course, would appreciate any consideration or assistance that you might be able to give us.

Very truly yours,

*Paul L. Thomas*

ARVIN, ARVIN, BUSEY & THOMAS, CHARTERED

PLT:tf

cc: Pat Knowles, American Landmark Corporation



July 3, 1975

Robert Feldner, Superintendent, Central Inspection

Curtis L. Newby, Junior Planner

S/D 74-103 - Forest Park Shops Addition.  
Generally located at the southwest corner  
of Central and Webb Road.

On June 30, 1975, M. S. Mitchell of the Flood Control Office and I met with Mr. Pat Knowles who wanted to discuss drainage problems and building permits associated with the above referred to property. Mr. Knowles indicated that he was unable to obtain the consent of Beechcraft to participate in paying for drainage improvements in the area and was therefore interested in alternate methods of resolving the drainage. Several alternatives were discussed such as holding ponds, leaving the drainage as is, etc. It was generally agreed that Mr. Knowles should again approach the City Commission regarding financing of the drainage improvements since Beechcraft was not willing to join in paying for the improvements. Mr. Knowles indicated however that he was pressed for time and he would like to obtain one building permit for the site now while he was resolving the drainage and finishing the plat. Mitchell indicated that no buildings should be built on the site until the drainage had been worked out. I indicated that although Mr. Knowles now owned all of Reserve "A" and had included it all in his plat that the Planning Staff could not support in any way issuance of building permits on the site prior to completing the plat. We feel it is vital to complete the plat in order to insure the access controls, street dedications, building setback and drainage improvements as required in the approval of the plat by the Planning Commission are obtained. We would appreciate your advising us of meetings you may have with Mr. Knowles concerning this matter.

Curtis L. Newby, Junior Planner

CLN:rme

cc: Ray Bruggeman, Director of Public Works  
M. S. Mitchell, Maintenance-Flood Control  
John Riddel, Plans Examiner

June 16, 1975

Lestor C. Arvin  
Attorney at Law  
Century Plaza Building  
Wichita, Kansas 67202

Re: Vacation of street in  
Reserve A, Forest Hills  
Addition.

Dear Mr. Arvin:

A matter has just been brought to my attention concerning the vacation of a street in Reserve A, Forest Hills Addition. It has been brought to my attention that you filed a vacation request for said street in our office on June 13, 1975. In examining the application, I note that not all of the abutting property owners have signed the request which is required before the vacation request can be considered. In addition you should be aware that the subject street is already in the process of being vacated as a part of a replat of Reserve A. Said replat being called Forest Park Shops Addition. Involved with the replat is a number of drainage problems which the applicant, American Landmark Corp., has been working on with the City Manager and the Flood Control office. We feel that the vacation of the street should be accomplished in the replat as had been proposed. In any event I am herewith returning the vacation application to you for the additional signatures. The additional property owners being as follows:

Owners of Lots 1 and 2 and Lots 15 and 16, Block 5,  
Forest Hills Addition.

Should you still wish to pursue the vacation of this street by means of separate application, signatures of all abutting property owners will be required on the application as stated before.

Attorney Lester C. Arvin  
June 16, 1975  
Page 2

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

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rms

cc: Pat Knowles  
American Land Mark Corp.  
838 South Edgemoor 67218

George Wilton, Superintendent, Public Works Maintenance  
M. S. Mitchell, Maintenance-Flood Control  
Ray Bruggeman, Director, Public Works

June 11, 1975

Mr. James R. Albertson  
125 No. Market  
Wichita, Kansas 67202

Subject: Forest Park Shops Addition

Dear Mr. Albertson:

Reference is made to our discussions concerning various methods of handling drainage on and across subject property. Recall that we have recommended diversion of most of the runoff from the Beech Plant, Webb Road and your site to another tributary to Gypsum Creek because it is our opinion that the present creek west of your site and on across several blocks in Forest Hills is inadequate to handle present or future floods - and that we think that improvement of the creek thru Forest Hills is impractical due to the density of use and number of obstructions to widening or deepening of channel. In answer to your question of whether or not a portion of subject plat can be built upon without changing either the elevation or quantity of flood flows crossing your site and Forest Hills, we have estimated an elevation which the 100-year frequency flood flow would reach in the existing channel and have sketched the approximate floodway such a flood would occupy. It has been our policy to recommend a minimum building pad elevation three feet above the known or design flood.

I am returning your proposed site plan with the Floodway shaded red and minimum building pad set at 1359 MSL. Please do not use this plan as our recommended solution to drainage in the area.

If you have any questions, please advise.

Yours truly,

M. S. Mitchell,  
Ass't. Superintendent of  
Public Works Maintenance

MSM/glm

cc: G. H. Wilton  
R. W. Bruggeman  
Robert Lakin  
Forest Hills Park Shops Addn. File  
Forest Hills Addn. Plat File

Enc.



THE CITY OF WICHITA  
OFFICE OF CITY MANAGER

DATE March 12, 1975

*St  
Newly.*

TO Ray W. Bruggeman, Director of Public Works  
FROM Ralph Wulz, City Manager

SUBJECT Forrest Park Shops Addition -  
Drainage Improvements

As suggested by the City Commission on March 11, 1975, please work with Mr. Pat Knowles, American Landmark Corporation, in contacting and negotiating with Beech Aircraft for the sharing of costs by American Landmark and Beech for the proposed drainage improvement associated with the plat for the Forrest Park Shops Addition.

Please keep this office advised as to the status of this matter.

*[Signature]*  
Ralph Wulz  
City Manager

RW/fmp

cc: Robert A. Lakin, Director of Planning ✓



March 4, 1975

Ralph Wulz, City Manager

Robert A. Lakin, Director of Planning

Drainage improvement project associated with S/D 74-103 - Final Plat of Forest Park Shops Addition - Generally located at the southwest corner of Central and Webb Road

As you will recall, in October of last year, you received a written request from Mr. Pat Knowles, developer, that the Board of City Commissioners make a determination as to what extent the City would participate in the cost of the drainage improvements required as a condition of approval of his plat by the Suidivision Committee of the Planning Commission. Since that time, the Planning staff, City Engineer and Flood Control Office have been working with Mr. Knowles in an attempt to arrive at a workable solution to the drainage problem and a total cost estimate for the drainage improvements.

The drainage to be resolved originates on the Beech Aircraft property east of Webb Road. The original estimates made in 1963 by the Flood Control Office, based on County drainage profile maps, indicated some 80 acres of the Beech property was draining into a cross road structure under Webb Road, from there into a natural ditch or swale crossing approximately through the middle of the land in the subject plat and from there meandering westward in a natural channel through the Forest Hills Subdivision. At about the northwest corner of the Forest Hills Subdivision, the drainage crosses under Central to a large east-west drainage channel on the north side of that street. In order for the subject property to be developed, the drainage would have to either be carried underground or in some way diverted around the property.

It was determined in 1963, that the drainage could be intercepted at the west side of Webb Road and carried north under Central and into the large drainage channel on the north side of that street. The rough cost estimate at that time for such a project was \$100,000 and the possibility of the City participating in the cost of the project was suggested by Public Works, but no official action was taken regarding this matter.

In the last few years, several other potential developers of subject property have discussed the drainage problems and cost of the improvements with the Planning Staff and Flood Control Office. During this time period, an additional factor was introduced into the drainage problems, as several residents in the Forest Hills Subdivision, through whose property the natural drainage channel runs, installed water wheels, decorative water falls, etc. One property owner even designed and built his home so that the chan-

nel passes through a portion of the house. These residents indicated to the Flood Control Office that they were opposed to any drainage improvements which would stop the flow of water through their property. The drainage problem, therefore, became one of how to divert major volumes of water from crossing the subject property and at the same time maintain the existing continuous trickle of water in the channel through Forest Hills.

In 1974, the present applicant, Pat Knowles, submitted a subdivision application and began working with the Flood Control Office on a satisfactory method of handling the drainage problem. A method was agreed upon which was to provide two 60-inch drainage pipes that would pick up the drainage at the west side of Webb Road and carry it north under Central to the existing open drainage channel, and that Mr. Knowles would install an underground pipe across his plat to the channel in Forest Hills to assure that the continuous flow of water would be maintained for the benefit of property owners.

The Subdivision Committee, in its consideration of Mr. Knowles' preliminary plat, recommended that he approach the City Commission and ask them if the City would participate in the cost of the drainage improvements, and if so, to what extent, since approval of the plat would be subject to the cost of the drainage improvements being guaranteed. The Flood Control Office then proceeded to obtain permission from Beech Aircraft Company to conduct an actual field survey to determine more accurately the number of acres of the Beech property draining to Webb Road. The actual number of acres involved was found to be 45 instead of the original estimate of 80 acres. This information, together with flood record data in the area, was furnished to the City Engineer, who arrived at a total cost estimate of \$120,000 for the installation of a junction box on the west side of Webb Road and the installation of the two 60-inch drain pipes under Central Avenue.

There have been four alternates discussed by staff for financing the drainage improvements:

1. Public Works recommends that Mr. Knowles and Beech Aircraft Company share in the cost of the project since all of the drainage in question originates on the Beech property. However, Beech has not been approached regarding their willingness to participate in the project. The applicant should initiate this action.
2. The applicant and the City at large share in the cost (percent to be determined).
3. The applicant, Beech Aircraft and the City share in the cost.
4. All the cost to the applicant.

Page 3 - Ralph Wulz  
March 4, 1975

As requested by Mr. Knowles, the question to be brought before the governing body is "Will the City be willing to participate in the cost of the drainage improvements and if so, to what extent?" Upon the determination of the appropriate alternate by the governing body, our staff will proceed toward working up an acceptable guarantee to be made by the applicant, Mr. Knowles, as a condition of the approval of his plat.

Attached is a sketch showing the existing drainage and proposed diversion. This matter should be placed on the agenda for the March 11th City Commission meeting. Mr. Bruggeman advises that Public Works will be prepared to present the drainage plans.

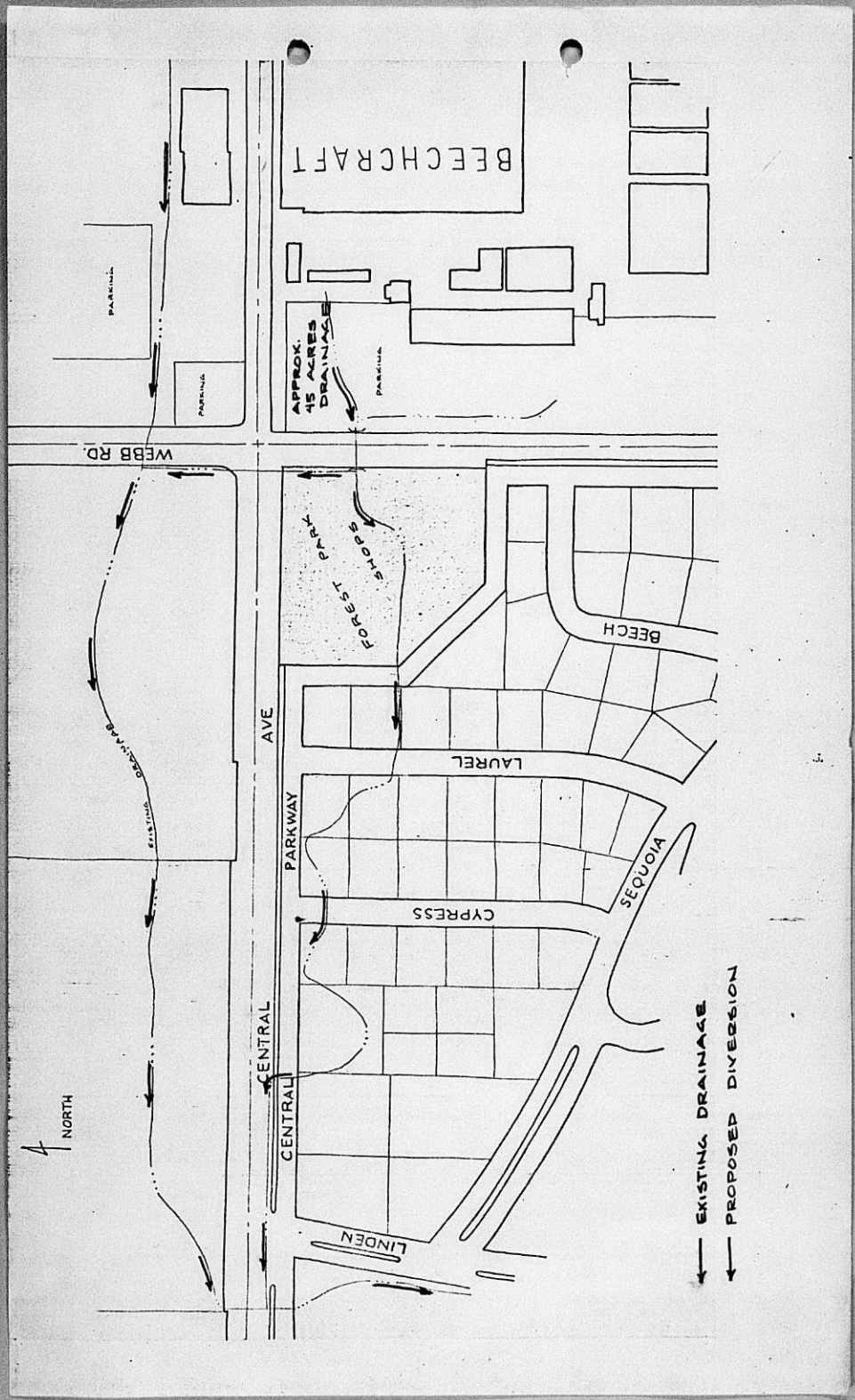
If you have any questions or wish to discuss this matter further, please advise.

Robert A. Lakin  
Director of Planning

RAL:JHG:ber

Attachment

cc: Ray Bruggeman, Director of Public Works  
Dick Linn, City engineer  
M. S. Mitchell, Asst. Supt. of Public Works  
Maintenance and Flood Control Supervisor  
Pat Knowles, 838 South Edgemoor 67218



NORTH

← EXISTING DRAINAGE  
 ← PROPOSED DIVERGION

1-23-75

*Note: Dick Linn, City Eng.  
called to give estimate  
\$120,000 for the total cost  
of the drainage improvement  
project associated with  
this plat.*

January 10, 1975

Baughman Company  
330 Laura  
Wichita, Kansas 67211

Re: S/D 74-103 - Final Plat of  
FOREST PARK SHOPS ADDITION

Gentlemen:

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 December 19, 1974.

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 plattor.
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: Pat Knowles, American Landmark Corp., 838 S. Edgemoor 67218  
Max Eaton, Forest Hills Home Owners Assn., 4 Laurel Drive 67206  
Dean Sellers, Assistant City Engineer

December 19, 1974

Baughman Company  
330 Laura  
Wichita, Kansas 67211

Re: S/D 74-103 - Final Plat of  
FOREST PARK SHOPS ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, December 19, 1974, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. The applicant shall vacate Central Parkway north of and abutting Lot 1, Block 5, Forest Hills and East Parkway east of and abutting Lot 16, Block 5, Forest Hills by a separate vacation application. Approval of this plat shall be subject to approval of said vacation.
- B. The applicant shall submit to the Planning Department a certified ownership list for Block 5, Forest Hills Addition for said vacation.
- C. The applicant shall approach the City Commission for a determination to what extent the City would participate in the costs of the drainage improvements involved with subject property and the applicant shall make satisfactory arrangements and guarantee for said drainage improvements with the Engineering Division of the Department of Public Works.
- D. The applicant shall install or guarantee the paving of the accel-decel lanes along the south side of Central and the west side of Webb Road adjacent to Lots 1 and 2.
- E. The applicant shall contact the Water Department relative to the location of service lines to serve subject property and the possible need to relocate existing water service

December 19, 1974

Page 2

lines in connection with the paving of the accel-decel lanes on Central and Webb Road. If said lines do need to be relocated, the applicant shall guarantee the relocation of said lines.

- F. The applicant and/or his surveyor shall contact the Engineering Division of the Department of Public Works, regarding the appropriate location and width for a sanitary sewer easement adjacent to the south line of Central and the west line of Webb Road.
- G. The applicant shall install or guarantee the installation of sidewalks adjacent to the south side of Central and the west side of Webb Road.
- H. The surveyor's certificate shall be expanded to read: "... all as platted in Forest Hills, Sedgwick County, Kansas, and Forest Park Drive in said Reserve A; said streets being vacated and replatted by virtue of K.S.A. 1970 Supp. 12-512(b)".
- I. The City Clerk's signature line shall be amended as follows: "Donald C. Gisick, City Clerk".
- J. The applicant and/or his surveyor shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to the submission of appropriate guarantees and plans for drainage improvements necessitated by this plat. Inasmuch as drainage problems associated with this plat are extensive, said plans shall be submitted and approved prior to the approval of the final plat.
- K. Recording of the plat within 30 days after the approval by the Board of City Commissioners.

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

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

December 19, 1974  
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:eme  
Enclosure

cc: Pat Knowles, American Landmark Corp., 838 S. Edgemoor, 67218  
Max Eaton, President, Forest Hills Home Owners Association,  
4 Laurel Drive, 67206  
Dean Sellers, Assistant City Engineer

FINAL PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 74-103 Name FOREST PARK SHOPS ADDITION  
Date Application Rec'd. 9-23-74 Preliminary Approval 10-3-74  
Scheduled S/D Meeting 12-19-74

DESCRIPTION

General Location At the southwest corner of Central and Webb Road  
Owner American Land Mark Corp.  
Surveyor/Engineer Baughman Company  
Address 330 Laura Phone 262-7271

1. Gross Acreage of Plat 6.21  
2. Number of Lots:  
Residential \_\_\_\_\_  
Commercial 2  
Industrial \_\_\_\_\_  
Other \_\_\_\_\_  
Total Number of Lots 2  
3. Minimum Lot Frontage 175 ft.  
4. Minimum Lot Area 30,625 sq. ft.  
5. Existing Zoning LC  
6. Proposed Zoning LC

7. Lineal Feet of New Streets:  
a. 25 R/W 300 ft.  
b. 25 R/W 300 ft.  
c. 15 R/W 700 ft.  
d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
TOTAL 1300 ft.  
8. Sidewalk adjacent to all streets? yes  no

9. Public Water Supply Yes (Yes-No), Name \_\_\_\_\_  
10. Public Sanitary Sewers Yes (Yes-No), Name \_\_\_\_\_  
11. Health Department Approval (where applicable) \_\_\_\_\_ (Yes-No)  
12. City of Wichita X: Three-Mile Area \_\_\_\_\_

STAFF COMMENTS:

- A. It shall be noted that this final plat now includes all of Reserve A as platted in Forest Hills and is now proposing to vacate Forest Park Drive rather than dedicate additional right-of-way for said street as originally proposed.
- B. It is recommended that this final plat be deferred until the applicant has furnished an appropriate ownership list of property owners affected by the street vacation so that proper notice can be given to said property owners.
- C. It should also be pointed out that the applicant was to approach the City Commission for a determination if the City would participate in the costs of the drainage improvements involved with subject property prior to submission of a final plat.
- D. Additional conditions of the plat approval are:
- 1) The applicant shall vacate Central Parkway north of and abutting Lot 1, Block 5, Forest Hills and East Parkway east of and abutting Lot 16, Block 5, Forest Hills by a separate vacation application. Approval of this plat shall be subject to approval of said vacation.
  - 2) The applicant shall install or guarantee the paving of the accel-decel lanes along the south side of Central and the west side of Webb Road adjacent to Lots 1 and 2.
  - 3) The applicant shall contact the Water Department relative to the location of service lines to serve subject property and the possible need to relocate existing water service lines in connection with the paving of the accel-decel lanes on Central and Webb Road. If said lines do need to be relocated, the applicant shall guarantee the relocation of said lines.
  - 4) The applicant and/or his surveyor shall contact the Engineering Division of the Department of Public Works, regarding the

(OVER)

appropriate location and width for a sanitary sewer easement adjacent to the south line of Central and the west line of Webb Road.

- 5) The applicant shall install or guarantee the installation of sidewalks adjacent to the south side of Central and the west side of Webb Road.
- 6) The applicant shall be advised that the construction of the sidewalk will be required at the time of final building inspection when said sidewalk is required as a condition of plat approval.
- 7) The surveyor's certificate shall be expanded to read: "... all as platted in Forest Hills, Sedgwick County, Kansas, and Forest Park Drive in said Reserve A; said streets being vacated and replatted by virtue of K.S.A. 1970 Supp. 12-512(b)".
- 8) The City Clerk's signature line shall be amended as follows:  
"Donald C. Gisick, Acting City Clerk".
- 9) The applicant and/or his surveyor shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to the submission of appropriate guarantees and plans for drainage improvements necessitated by this plat. Inasmuch as drainage problems associated with this plat are extensive, said plans shall be submitted and approved prior to the approval of the final plat.
- 10) Recording of the plat within 30 days after the approval by the Board of City Commissioners.

WICHITA-SEDGWICK COUNTY

DATE

November 21, 1974

**METROPOLITAN AREA PLANNING DEPARTMENT**

TO Robert A. Lakin, Director of Planning  
FROM Curtis L. Newby, Junior Planner  
SUBJECT S/D 74-103 - FOREST PARKS SHOPS ADDITION  
(drainage improvements at the southwest  
corner of Central and Webb Road.)

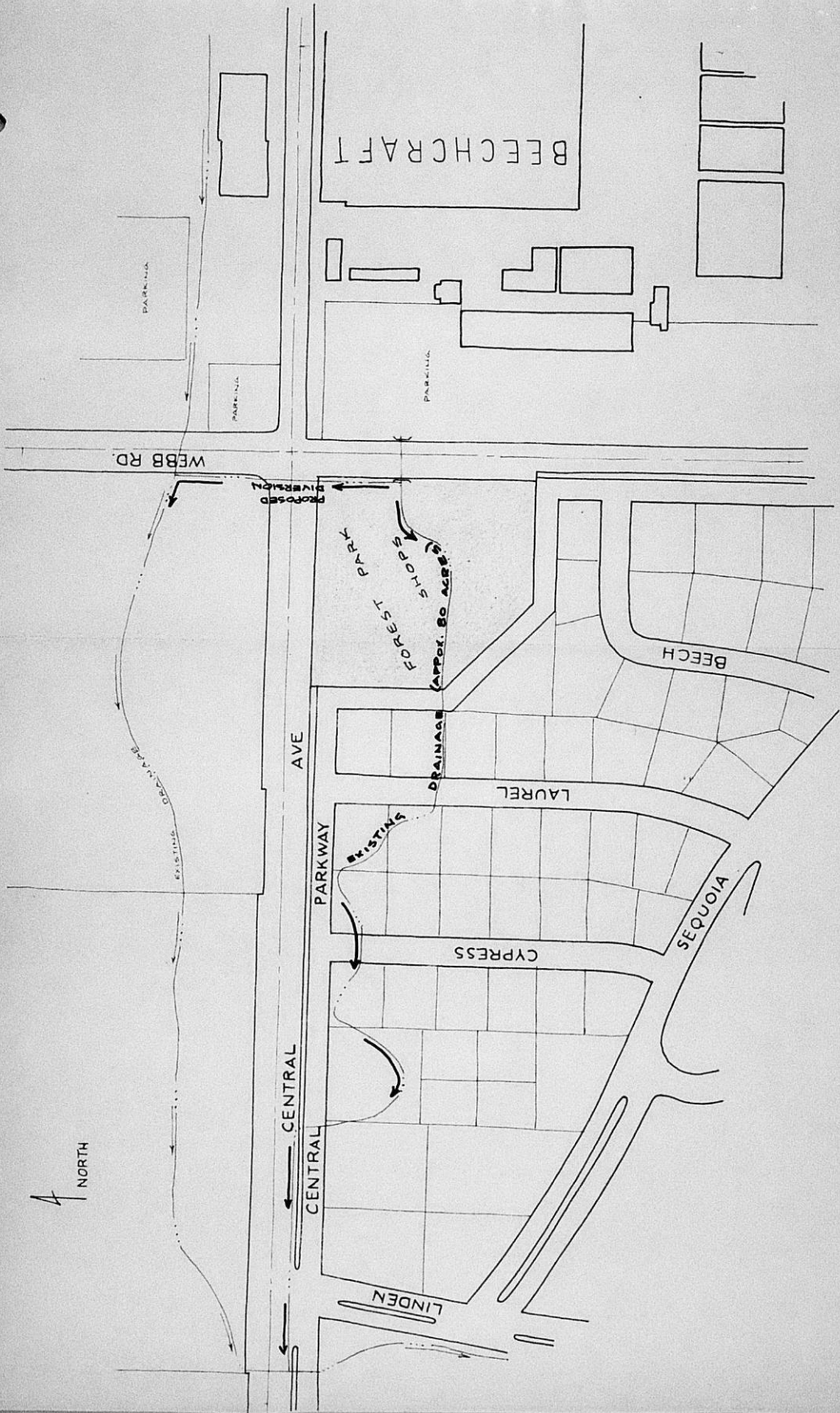
Bob,

This is just to keep you apprised of the situation with regards to the drainage improvement requirements on this plat. I have been in contact with both Dick Linn and M. S. Mitchell relative to a "ball park" cost estimate for the proposed drainage improvement project associated with this plat. I have been advised by Dick Linn that he will prepare a cost estimate at such time as M. S. Mitchell furnish him with the necessary information as to the number of acres of drainage involved, etc. M. S. Mitchell advises me that this information will not be available until he has obtained permission from Beech Aircraft to allow Flood Control Office survey parties to survey the area for determination as to the actual number of drainage acres involved. I have advised both Dick Linn and M. S. Mitchell that we, at this point are most interested in even a rough guess figure if possible, as we would like to get this matter before the City Commission as quickly as possible.

John Richter of our office has prepared a sketch map attached herewith which will be done in sufficient quantity to hand to the City Commissioners when this matter is placed on their agenda.

If you feel more information is needed, please let me know.

CLN:rme  
Attachment



WICHITA-SEDGWICK COUNTY

DATE

METROPOLITAN AREA PLANNING DEPARTMENT

November 4, 1974

TO Robert A. Lakin, Director of Planning  
FROM Curtis L. Newby, Junior Planner *Newby*  
SUBJECT S/D 74-103 - Forest Park Shops Addition  
(drainage improvement guarantee)

As a result of Jack's memo dated October 22, 1974 to the City Manager concerning the requirements of the Subdivision Committee that the applicant approach the City Commission relative to what extent the City would participate in the drainage improvements required on the plat, a meeting was held in Dick Linn's office on Friday, November 1, 1974. The meeting was called by Ray Bruggeman, Director of Public Works. In attendance at the meeting in addition to Mr. Bruggeman, was M. S. Mitchell, Flood Control; George Wilton, Superintendent of Public Works-Maintenance; Dick Linn, City Engineer; Dean Sellers, Assistant City Engineer; Max Green, Flood Control and myself. Ray Bruggeman opened the meeting with a question as to what background information was available to furnish the City Manager on this drainage project. George Wilton pointed out that at one time, the City Manager had said that the City would pay for one of the two 60-inch drain pipes required on the project if the developer would pay for the other. The two 60-inch drain pipes would be necessary to divert the drainage from the present location on the west side of Webb Road northward across Central to the existing drainage swale running west along the north side of Central. He further indicated that at one time the "ball park" estimate for the project was \$100,000.

After some discussion it was determined that Public Works' position would be to reply to the City Manager with a revised estimate of the drainage project cost and with a recommendation that the developer pay half and that the Beech Company be required to pay half, since practically all of the drainage to be diverted by this project is presently coming from the Beechcraft property. Ray Bruggeman felt that in addition, the request for the drainage matter to be considered by the governing body on the City Manager's agenda should come from the Director of Planning. It would be my recommendation that Ray Bruggeman be contacted for more discussion on just how this matter should be presented before the governing body.

Please contact me if you need to discuss this matter further or if you have any questions.

CLN:rme

11-11-74 - RB+PAC - City should not pay - alt 1) divert to Beech. 2) Permit

CM to clear w/any prior commitment.

might require  
amend

THE CITY OF WICHITA  
OFFICE OF CITY MANAGER

DATE October 23, 1974 *stf*




TO Robert A. Lakin, Director of Planning

FROM Ralph Wulz, City Manager

SUBJECT Forest Park Shops Addition

You have received a copy of a letter to this office from Mr. Pat Knowles, American Landmark Corp., requesting clarification of the City's participation in the drainage system for the area.

Please provide this office with background information and a coordinated recommendation with the Department of Public Works that can be used for response to Mr. Knowles.

  
Ralph Wulz  
City Manager

RW/kmp

cc: Ray W. Bruggeman, Director of Public Works w/a  
Dick Linn, City Engineer w/a  
M. S. Mitchell, Flood Control Supervisor w/a

*I responded to letter prior to receiving this memo from Wulz. I suggested that Public Works present drainage plans to the City Com. This will need additional attention when we get back.*



October 22, 1974

Ralph Wulz, City Manager

Jack H. Galbraith, Chief Planner

S/D 74-103 - Forest Park Shops Addition,  
drainage improvements.

We have received a copy of a letter to you from Mr. Pat Knowles requesting clarification from the City Commission as to the possibility of the City participating in certain drainage improvements required in connection with the approval of the above referred to plat.

This is to advise you that the preliminary plat of the Forest Park Shops, located at the southwest corner of Central and Webb Road, was considered by the Subdivision Committee on October 17, 1974. At the meeting, representatives of the Department of Public Works indicated that there was an existing natural drainage system bisecting the subject property from east to west. This system primarily drained the Beech Aircraft property to the east and the proposal was to divert this drainage along the west side of Webb Road running it north under Central to the large drainage ditch system adjacent to the north side of Central. The Public Works representatives pointed out that the City has been aware of the drainage problems involving this property and in the past the City has considered participating in the cost of the drainage improvements needed in this area. Therefore, they recommended to the Subdivision Committee that the applicant should approach the City Commission and find out to what extent the City would be willing to share in the costs of the drainage improvements. There was some feeling expressed by the Public Works representatives that the City could assume as much as 50% of the drainage improvement costs.

Based on this recommendation the Subdivision Committee, as a condition of the preliminary plat approval, requested Mr. Knowles to approach the City Commission for a determination if the City would share in the improvement costs and to what extent, prior to the submission of a final plat.

Since Mr. Knowles and Public Works have been working together on this drainage problem for the past several weeks, I would think it best that Public Works present the item to the Commission. We will certainly provide maps and copies of plats if needed.

If you have any questions, please call.

JHG:CLN:rme

Ralph Wuls, City Manager  
October 22, 1974  
Page 2

cc: Ray Bruggeman, Director of Public Works  
George Wilton, Superintendent, Public Works-Maintenance  
M. S. Mitchell, Maintenance-Flood Control  
Dick Linn, City Engineer  
Pat Knowles, American Landmark Corp., 838 S. Edgemoor, 67218

W. L. KORBER R. G. WAYMIRE  
**BAUGHMAN CO.**  
SURVEYORS

PHONE 316/262-7271

330 LAURA

WICHITA, KANSAS 67211

October 21, 1974

Mr. Ralph Wulz  
City Manager  
104 S. Main  
Wichita, Kansas

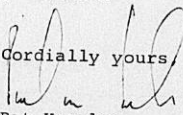
Dear Mr. Wulz:

At the Subdivision Committee Meeting, October 17, 1974 the Preliminary Plat of Forrest Park Shops Addition a Replat of Part of Reserve A, Forrest Hills, was considered and approved subject to conditions. One condition being improving and relocation of existing drainage, of which Beech Aircraft contributes 84 acres. The recommendation was for the City to participate 50-50 with the property owner.

In as we are under contract subject to platting we request clarification from the City Commissioners of the Cities participation prior to filing the Final Plat.

Soon as possible action would be appreciated.

Cordially yours,

  
Pat Knowles  
American Landmark Corp.  
838 S. Edgemoor

cc: Robert A. Lakin  
Metropolitan Planning Commission



October 18, 1974

Ted Hill, Chairman, Subdivision Committee

Curtis L. Newby, Junior Planner

S/D 74-103 - Preliminary Plat of Forest Park  
Shops Addition.

Enclosed is a copy of the follow-up letter being sent to the applicant regarding your action on the above referred to case. Please note for your information the latest developments in the situation regarding Forest Park Drive. The Planning Department will be recommending at the consideration of the final plat that Forest Park be vacated. I thought you should be aware of this prior to the applicant's submission of the final plat.

CLN:rme  
Enclosure

October 18, 1974

Baughman Company  
330 Laura  
Wichita, Kansas 67211

Re: S/D 74-103 - Preliminary Plat  
of FOREST PARK SHOPS ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, October 17, 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 approach the City Commission relative to whether the City will participate in the cost of the drainage improvements involved with the plat, and if so, to what extent.
- B. "Complete access control" shall be labeled on Central Avenue for a distance of 40 feet west from the west line of Webb Road and adjacent to Webb Road for a distance of 40 feet south from the south line of Central.
- C. "Access control except for two openings" shall be labeled adjacent to the balance of the frontage along Central and Webb Road on Lot 1. "Access control except for two openings" adjacent to Central and to Webb Road, shall be indicated on Lot 2.
- D. The applicant shall install or guarantee the paving of the accel-decel lanes along the south side of Central and the west side of Webb Road adjacent to Lots 1 and 2.
- E. The applicant shall contact the Water Department relative to the location of service lines to serve subject property and the possible need to relocate existing water service lines in connection with the paving of the accel-decel lanes on Central and Webb Road. If said lines do need to be relocated, the applicant shall guarantee the relocation of said lines.

Preliminary - FOREST PARK  
SHOPS ADDITION.  
October 18, 1974  
Page 2

- F. The applicant and/or his surveyor shall contact the Engineering Division of the Department of Public Works, regarding the appropriate location and width for a sanitary sewer easement adjacent to the south line of Central and the west line of Webb Road.
- G. The applicant shall install or guarantee the installation of sidewalks adjacent to the south side of Central and the west side of Webb Road.
- H. The applicant and/or his surveyor shall contact M. S. Mitchell of the Maintenance-Flood Control office relative to the submission of appropriate guarantees and plans for drainage improvements necessitated by this plat. Inasmuch as drainage problems associated with this plat are extensive, said plans shall be submitted and approved prior to the submission of the final plat.
- I. 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.
- J. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

In addition to the above requirements, the applicant shall be advised of the following: After the Subdivision Committee meeting, Jack Galbraith of our office met with the City Engineer relative to the paving of Forest Park Drive. Dick Linn, City Engineer, stated that said street should be vacated as a public street since the road base material was such that the street could not be improved to an acceptable standard. Therefor prior to submission of your final plat we are requesting that you meet with the Forest Hills Homes Owners Association and make arrangements for them to join with you in the vacation of Forest Park Drive which we feel may be included in your replat depending upon who has reversionary rights to said street. Please feel free to call our office concerning this matter if you have questions concerning the procedure for vacation of the street.

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

Preliminary - FOREST PARK  
SHOPS ADDITION  
October 18, 1974  
Page 3

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

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rne  
Enclosure

cc: American Land Mark Corp., 838 South Edgemoor, 67218  
Mr. Pat Knoll, 838 South Edgemoor, 67218  
Mr. Max Eaton, President, Forest Hills Home Owners  
Association, 4 Laurel Drive, 67206  
Theodore H. Hill, Attorney, Suite C, 810 W. Douglas, 67203  
Michael D. Gragert, Attorney, 615 R. H. Garvey Bldg., 67202  
Dean Sellers, Assistant City Engineer

PRELIMINARY PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 74-103 Name FOREST PARK SHOPS ADDITION  
Date Application Rec'd. 9-23-74 Preliminary Approval \_\_\_\_\_  
Scheduled S/D Meeting 10-17-74

DESCRIPTION

General Location At the southwest corner of Central and Webb Road.  
Owner American Land Mark Corp.  
Surveyor/Engineer Baughman Company  
Address 330 Laura Phone 262-7271

- |   |  |
|---|--|
| 1. Gross Acreage of Plat <u>4.7</u>                           | 7. Lineal Feet of New Streets:   |
| 2. Number of Lots:  | a. <u>25</u> R/W <u>300</u> ft.  |
| Residential _____   | b. <u>25</u> R/W <u>300</u> ft.  |
| Commercial <u>2</u>   | c. <u>15</u> R/W <u>700</u> ft.  |
| Industrial _____  | d. _____ R/W _____ ft.   |
| Other _____   | e. _____ R/W _____ ft.   |
| Total Number of Lots <u>2</u>                                 | TOTAL <u>1300</u> ft.  |
| 3. Minimum Lot Frontage <u>160</u> ft.                        | 8. Sidewalk adjacent to all  |
| 4. Minimum Lot Area <u>25,599.97</u> sq. ft.                  | streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> <input type="checkbox"/> |
| 5. Existing Zoning <u>LC</u>                                  |  |
| 6. Proposed Zoning <u>LC</u>                                  |  |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name _____        |  |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name _____    |  |
| 11. Health Department Approval (where applicable) _____       |  |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____ (Yes-No) |  |

STAFF COMMENTS:

- A. "Complete access control" shall be labeled on Central Avenue for a distance of 40 feet west from the west line of Webb Road and adjacent to Webb Road for a distance of 40 feet south from the south line of Central.
- B. "Access control except for one opening" shall be labeled adjacent to the balance of the frontage along Central and Webb Road on Lot 1. "Access control except for one opening" adjacent to Central and to Webb Road, shall be indicated on Lot 2.
- C. "Complete access control" shall be labeled on Lot 2 adjacent to Forest Park Drive.
- D. An appropriate building setback to be indicated from Forest Park Drive will be discussed at the Subdivision Committee meeting.
- E. The applicant shall install or guarantee the installation of sidewalks adjacent to the south side of Central and the west side of Webb Road.
- F. The applicant and/or his surveyor shall contact M. S. Mitchell of the Maintenance-Flood Control office relative to the handling of the drainage and submission of appropriate guarantees and plans for drainage improvements necessitated by this plat. Inasmuch as drainage problems associated with this plat are extensive, it is recommended that plans be submitted and approved prior to the submission of the final plat.
- G. Appropriate radii for the easterly line of Forest Park Drive shall be indicated on the plat. The Department of Public Works should be contacted regarding this matter.
- H. 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.

- I. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

October 11, 1974

Mr. Max P. Eaton, President  
Forest Hills Home Owners  
Association  
4 Laurel Drive  
Wichita, Kansas 67206

Re: S/D 74-103 - Preliminary  
Plat of FOREST PARK SHOPS  
ADDITION.

Dear Mr. Eaton:

This is to advise you that the Forest Park Shops Addition plat that we discussed last week, will be considered by the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, October 17, 1974 at 1:00 p.m., in Room 401, City Building Annex, 104 South Main, Wichita, Kansas.

If you have any questions, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme  
Enclosures

September 25, 1974

Mr. Max P. Eaton, President  
Forest Hills Home Owners Association  
4 Laurel Drive  
Wichita, Kansas 67206

Re: Preliminary Plat - Forest  
Park Shops Addition

Dear Mr. Eaton:

We have been advised that you are president of the Forest Hills Home Owners Association. The purpose of this letter is to advise you that American Landmark Corporation, by Ron Smith, has filed a plat for the area that is zoned "LC" Light Commercial, which is located in the northeast corner of the Forest Hills Addition, and generally located at the southwest corner of Central and Webb Road. This plat proposes to dedicate additional right-of-way for Forest Park Drive, which provides access to the swimming pool. The plat also proposes two lots and, although we are not certain, it has been suggested that either commercial units or apartments are proposed for this area.

The applicant also proposes a number of access points to Central and Webb Road and unless total access control is required to Forest Park Drive, access from these major streets and the proposed development, will have access to the residential streets in Forest Hills. Since Forest Hills was originally designed with access only to Douglas and Central at Linden Drive, such a plat, with unlimited access control, could possibly have an adverse affect on the residential neighborhood.

Enclosed is a copy of the preliminary plat. Prior to our scheduling this plat for consideration by the Subdivision Committee of the Metropolitan Area Planning Commission, we would like an

Page 2 - Max P. Eaton  
September 25, 1974

opportunity to discuss the plat with you. Would you, or your representative, please call at your earliest convenience so that we may set a time to discuss this matter?

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:ber

Enclosure

Map No.: 6047  
Section No.: 20  
Twp. No.: 27S  
Range: 2E

S/D No. 74-103

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Forest Park Shops Addition

General Location: S.W. Corner of Central and Webb

Name of Property Owner: American Land Mark Corp. By Ron Smith

Address: 838 S. Edgemoor Phone: 685-1401

Name of Subdivider: Pat Knoll

Address: 838 S. Edgemoor Phone: \_\_\_\_\_

Name of Agent/Surveyor: Baughman Company

Address: 330 Laura Phone: 262-7271

Date of Application: September 19, 1974

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 205,220.247
2. Number of Lots:
  - Residential \_\_\_\_\_
  - Commercial \_\_\_\_\_
  - Industrial \_\_\_\_\_
  - Other \_\_\_\_\_
3. Total Number of Lots 2
4. Minimum Lot Frontage 160 ft.
5. Minimum Lot Area 25,599.97 ft.
6. Existing Zoning LC
7. Proposed Zoning LC
7. Lineal Feet of New Streets:
  - a. 25 R/W 300 ft.
  - b. 25 R/W 300 ft.
  - c. 15 R/W 700 ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - TOTAL 1300 ft.
8. Sidewalk adjacent to all streets? yes  no
9. Public Water Supply  (Yes-No), Name \_\_\_\_\_
10. Public Sanitary Sewers  (Yes-No), Name \_\_\_\_\_
11. Health Department Approval (where applicable) \_\_\_\_\_ (Yes-No)
12. 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: [Signature]

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

Received by [Signature]  
Date 9/23/74  
Fee Submitted 453

FORM 223-021

**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		

*\$53*

DESCRIPTION	AMOUNT
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*Forest Park Shops Add*

Name

*Bill Kember*

Address

*330 Laura*

Type

*AA 407114*

Due Date

Comments:

Date

*3-23-74*

By

*JK*