

PLAT NO. S/D 78-25 MAP NO. 4747

NAME WESTLINK VILLAGE EIGHTEENTH

LOCATION: N.E. corner Maple and 119th Street West

ENGINEER K O Taylor

OWNER Jess Shade and Thurman Smith

APPLICATION FILED 2-14-78

SKETCH PLAT FILED 2-14-78

PRELIMINARY FILED 3-27-78

S/D ACTION 4-6-78 approve

FINAL FILED 6-30-78

*revised final filed 8-14-78*

S/D ACTION 7-13-78 *depos 2 wks. 7-27-78 approve*

*revised final 2/3 action 8-24-78 approve*

MAPC ACTION 8-30-78 *Approved*

*revised final 8-31-78 Approved*

BCC ACTION 10-24-78 *Approved*

RECORDED November 16 1978

REMARKS \_\_\_\_\_

POSTED  
8-16-78  
[Signature]

S/D 78-25 - WESTLINK VILLAGE  
EIGHTEENTH - N.E. Corner of Maple  
& 119th St. West, by K.O. Taylor

# ACTION

	DATE
S/D COMMITTEE (prelim) approve	4-6-78
S/P (final) after swaps	7-13-78
M.A.P.C. Approved	8-3-78
B.C.C./E.C.C. Approved	10-24-78
S/D (final) approve	7-27-78
S/D (revised final)	8-24-78
MAPC Approved	8-31-78

Map No. 4747  
Sec. 19  
Twp. 27  
Range 1W

Subdivision Report and Progress  
S/D No.: 78-25

Name: WESTLINK VILLAGE EIGHTEENTH *Formerly: Meeb-ook Estates  
2nd Addition*

General Location: N. E. corner Maple and 119th Street West

Owner: Jess Shade and Thurman Smith c/o Colonial Realtors

Address: 9001 West Central Zip Code: 67212 Phone: 722-4244

Subdivided: Wichita, Kansas

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Engineer/Surveyor: K. O. Taylor

Address: 1542 S. St. Francis Zip Code: \_\_\_\_\_ Phone: 264-0341

Wichita, Kansas (1721)

Present Zoning: R-1

Proposed Zoning: AA & LC

Assoc. Zone Case: \_\_\_\_\_

M.A.P.C. ACTION: 8-3-78 Approved

Advisory Letter: 8-31-78

APPLICATION RECEIVED: 2-14-78

Closure Data Submitted: 10-12-78

SKETCH PLAT RECEIVED: 2-14-78

Title/Taxes Rec'd. and

Letter of Intent: 3-13-78

Reviewed: 8-20-78

PREL. PLAT RECEIVED: 3-27-78

Final Review: 10-16-78

S/D Comm. Action: 4-6-78 approve

Referral to B.C.C.: 10-16-78

Advisory Letter: 4-7-78

B.C.C. ACTION: 10-24-78 Approved

FINAL PLAT RECEIVED: 6-30-78 / 8-14-78

Tracing Received: 10-12-78

S/D Comm. Action: 7-13-78 8-24-78 approved

Released for Recording:

Advisory Letter: 7-27-78 approve / 8-24-78 approved

Plat Recorded: November 16, 1978

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REGISTER OF DEEDS  
SEDGWICK COUNTY, KANSAS

WESTLINK VILLAGE 18th ADDITION was #

filed for record on November 16, 1978

Patricia J. McAuliffe  
Register of Deeds

T9-302 (2)

Return to: Wichita-Sedgwick County  
Metropolitan Area Planning Department  
(Inter-Office Mail)

T9-328

HASTINGS, MN - LOS ANGELES  
LOAN ON - MEXICOR, TX U. S. A.

September 26, 1980

Donald C. Gisick, City Clerk

Forrest L. Nagley, Junior Planner

Release of letter of credit associated with Westlink Village 18th Addition, located at the northeast corner of Maple and 119th Street West ( Credit No. C-708)

We have been advised by the Engineering Department that the construction of the main sanitary sewer extension west of Maize Road to serve the above referenced plat has been satisfactorily completed. On November 6, 1978, this office forwarded to your office a letter of credit in the amount of \$41,000 from First National Bank of Wichita for the account of Shade and Smith Development Company as guarantee that this required main extension would be constructed. The letter of credit may now be released at the request of either an authorized agent of Smith and Shade Development Company or the bank.

Forrest L. Nagley  
Junior Planner

FLN:bh

cc: First National Bank, c/o John W. Long, 105 N. Main, 67202  
Shade and Smith Development Co., 9001 W. Central, 67212  
Mike Lindebak, Project Development Engineer, City Engineering

WICHITA-SEDGWICK COUNTY

September 25, 1980

METROPOLITAN AREA PLANNING DEPARTMENT

TO Mike Lindebak, Project Development Engineer  
Forrest L. Nagley, Junior Planner

FROM

SUBJECT Status of improvements guaranteed by letter of credit for  
Stein 2nd, Westlink Village 18th and Westpark Addition

Please check at your earliest convenience the status of the following improvements required as a condition of platting:

1. Stein 2nd Addition - storm sewer.
2. Westlink Village 18th - main sanitary sewer extension west of Maize Road to serve plat.
3. Westpark Addition - lift station and force main.

COPY

If any of the above improvements are as of yet uncompleted, please advise if an increase in the dollar figure of the guarantee is required.

Forrest L. Nagley  
Junior Planner

FLN:bh

cc: Stein 2nd plat file  
Westlink Village 18th plat file  
Westpark plat file

*Mike Lindebak advised 9/25/80 that the guarantee could be released.*

*FLN  
9/26/80*

THE CITY OF WICHITA

OFFICE OF Industrial Development

DATE July 23, 1980

<input checked="" type="checkbox"/>	SEARCHED	<input type="checkbox"/>	INDEXED
<input checked="" type="checkbox"/>	SERIALIZED	<input type="checkbox"/>	FILED
JUL 23 1980			
FBI - WICHITA			
<input type="checkbox"/>	Copies		
<input type="checkbox"/>	Send To	Louise	
<input type="checkbox"/>	File	File	

TO E. H. Denton, City Manager  
FROM Karl Kennedy, Industrial Analyst

SUBJECT Request for Initiation of Public  
Improvements - Westlink 18th  
Addition

Mr. Thurman W. Smith, developer of the Westlink 18th Addition, has been working with the Department of Housing and Economic Development staff relative to providing Real Estate Purchase Contracts together with a 10% deposit of the sales price of the contracts as guarantees of costs for the installation of certain petitioned public improvements. As of July 15, 1980 all requirements have been satisfied under AR31 Revised to initiate the petitioned public improvements for phase two of the development project entitled Westlink 18th Addition.

Mr. Smith has provided this office with the following documents:

1. An "Assignment of Sales Agreements" assigning one Real Estate Purchase Contract to the City of Wichita which lists the petitioned public improvements.
2. A "Listing of Sales Agreements" which lists the Real Estate Purchase Contract assigned to the City of Wichita and the lots pledged as guarantees.
3. A "Real Estate Purchase Contract" for 137 lots of which 54 are pledged to the City. The 54 lots represent an average of 44.4% of the lots benefitting from the petitioned public improvements.
4. A check payable to the City of Wichita in the amount of \$20,425.00 which represents ten percent of the purchase price of 43 lots. These 43 lots equal an average of 35.4% of the lots benefitting from the petitioned public improvements.

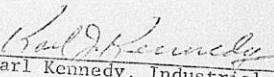
The Department of Housing and Economic Development staff has reviewed the above listed documents and has verified the percentages as accurate calculations.

These submissions provide "reasonable assurances" that the City's credit will not be adversely affected by the installation and financing of the public improvements for this project as set out in AR31 Revised.

With a copy of this memorandum the original of these documents is being forwarded to the City Clerk and the check is being forwarded to the City Treasurer for deposit in a trust account.

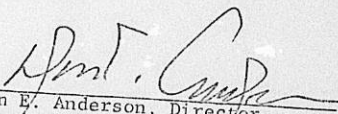
July 23, 1980

It is recommended, that the petitioned public improvements be implemented.

  
Karl Kennedy, Industrial Analyst

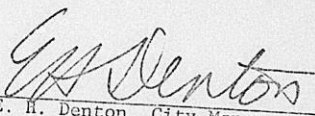
KJK:mw

APPROVED:

  
Don E. Anderson, Director  
Housing and Economic Development

cc: Russell Brenner, Director of Administration  
Ray Bruggeman, Director of Public Works  
✓ Robert Lakin, Director of Planning  
Don Gisick, City Clerk  
Ralph Klose, City Treasurer  
Dean Sellers, Acting City Engineer

The director of Public Works is hereby directed to install the public improvements itemized for this project.

  
E. H. Denton, City Manager

DATE July 15, 1980

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that Thurman W. Smith of Westlink Development Co. the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) One certain sales agreements attached hereto for the property listed and described in Attachment I to this assignment and which is hereby incorporated into this assignment as if fully set out herein, together with the sum of Twenty thousand four hundred and twenty five dollars (\$ 20,425.00), said sum being equal to ten (10) percent of the purchase price of the aforementioned sales agreement(s), all of which is given to secure the cost of installing certain petitioned public improvements.

The properties so assigned constitute thirty five percent ( 35 %) of the properties to be benefitted by the following public improvements:

- Sanitary Sewer, Lateral 3, Main 9, Southwest Interceptor
- Paving
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

(list description of street, drainage, sewer and/or water improvements to be installed.)

It is requested that installation of said improvements be initiated in accordance with the City of Wichita Development Policy for Public Improvements.

Thurman W. Smith  
Thurman W. Smith

STATE OF KANSAS)SS  
SEDGWICK COUNTY)

Sworn to and subscribed before me this 15<sup>th</sup> day of July, 1980.



Dianne T. Simon  
Notary Public

My Commission Expires March 3, 1984

(One copy to be sent to the Director of Economic Development of the City of Wichita).

LISTING OF SALES AGREEMENTS  
in Westlink Eighteenth Addition Subdivision

- a. Lot 1 thru 33, Block 8, Lots 1 thru 21, Block 9, Westlink 18th Addition  
b. Purchaser Leewood Homes, Zeller Const., Moss Const., Century Const., Chappelle Const.  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \$ 204,250.00  
d. Down Payment Assigned \$20,425.00

- a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

- a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

- a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

- a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

- a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4th day of June, 1980, by and between Thurman W. Smith party of the First Part, hereinafter referred to as "Seller," whether one or more, and Leewood Homes, Inc., Zeller Const., Moss Const., Inc., Chappelle Const., Century Const., Co. Inc., Wintz Const. party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

All lots in Blocks 5, 6, 7, 8, 9, and 10,  
Westlink Village Eighteenth Addition,  
Wichita, Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, ~~the sum of~~ A pool of lots to be purchased

in manner following, to-wit: \$1,000.00 cash down payment on each lot upon transfer of title to the Buyer, and the balance of the purchase price to be carried by the Seller in the form of a second mortgage at 14% interest per annum. Said second mortgage to be due and paid in full when home is enclosed, on each lot, or 60 days from transfer of title to the Buyer, whichever comes first. Buyer agrees not to transfer title to any said lots without the consent of the Seller. Price of lots = \$4,750.00 per lot. If transfer of title has not been taken in Blocks 5, 6, 7, 8, 9, and 10, by January 1, 1981, Seller will have the right to increase price by 12%.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: easements and restrictions of record

The Title Evidence shall be ~~xxxxx~~ title insurance for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with Thurman W. Smith the sum of Each \$400.00 of said earnest money to apply on the down payment for each lot Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of January 1, 1981. Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year, to be assumed by Buyers from January 1, 1981, including special taxes.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before January 1, 1981, or when first layer of asphalt is applied, whichever comes first.

9. Possession to be given to Buyer on ~~xxxxxxx~~ transfer of title to Buyer

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100% by seller and 0% by buyer.

11. The Buyer agrees to install a 3/4" water meter for homes to be constructed on said

12. All special assessments for payment of paving streets, drainage, and sewer lines, either existing or future assessments, are to be assessed against the lot and assumed by the Buyer.

WITNESS OUR HANDS AND SEALS the day and year first above written.

Leewood Homes, Inc., Pres. [Signature]  
 Chappelle Const. [Signature]  
 Century Const., Inc., Pres. [Signature]  
 Zeller Const. [Signature]  
 Moss Const., Inc., Buyer [Signature]  
 Wintz Const., Inc., Pres. [Signature]

Thurman W. Smith  
 Seller

13. It is agreed by Buyers and Seller that all lots in Block 5, 6, 7, 8, 9, and 10 will be in a pool. All buyers listed on this agreement will be able to purchase these lots. Construction must begin on any lots purchased from pool within 30 - 45 days, after transfer of title to buyer.

14. Any Buyer signing this agreement who wishes to discontinue building in Westlink Village Eighteenth Addition may do so by notifying the Seller in writing. Seller will have the right to replace any Buyer discontinuing with another qualified Buyer and will notify all other Buyers of his selection. If more Builders are needed to complete phase, a meeting will be called by the Seller to discuss additional builders. The Seller has the right to add additional Builders in Blocks 5, 6, 7, 8, 9, and 10 and will notify the Buyers of this, if phase is not completed within a reasonable length of time.

15. Seller agrees to furnish sign advertising Westlink Village Eighteenth Addition and the Builders.

16. Buyer and Seller agree an additional fee will be added to each lot for screening along Maple and 119th Street. Price will be agreed upon by Buyer and Seller.

17. If transfer of title has not been taken in Blocks 5, 6, 7, 8, 9, and 10 by January 1, 1981, Seller will have the right to increase price by 12%.

18. Any homes constructed on lots purchased in Blocks 5, 6, 7, 8, 9, and 10 will be listed exclusively with Regency Realty Company and lots shall not be sold or conveyed to any parties except those listed on this agreement or added to this agreement. In case of default, the lots will become the property of the Seller and earnest money will be refunded.

19. Any disagreements among Buyers will be settled by a meeting where the majority vote will rule. The Seller will also have one vote.

Leewood Homes, Inc., Pres. \_\_\_\_\_  
Chappelle Const. Mark A. Chappelle  
Century Const., Inc., Pres. John  
Zeller Const. Shirley A. Zeller  
Moss Const., Inc., Pres. Thurman W. Smith Thurman W. Smith (SELLER)  
Wintz Const., Inc., Pres. \_\_\_\_\_

(BUYERS)

Real Estate Contract

TO

Dated

Land



ABSTRACTS  
TITLE INSURANCE  
REAL ESTATE CLOSINGS

ROGER N. BELL  
JOHN M. BELL

434 NORTH MAIN  
Phone 257-8371

# the Daily Record

## AFFIDAVIT OF PUBLICATION

1978 (Published in the Daily Record November 9, 1978)

### RESOLUTION

RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 3, MAIN S, SOUTHWEST INTERCEPT SEWER IN THE CITY OF WICHITA, KANSAS PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING LATERAL 3, MAIN S, SOUTHWEST INTERCEPT SEWER IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 3, Main S, Southwest Interceptor Sewer, in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be two hundred and forty three thousand one hundred and ten dollars (\$223,110.00) payable by the improvement district. Said estimated cost as above set forth is hereby increased as the proceeds to it 1/2 per month from and after the date of approval of this resolution.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

All lots in Blocks 6, 7, 8, 9, and 10 in Vestlink Village 16th Addition.

SECTION 4. That the method of apportioning all costs of said improvement attributable to the owners of land liable for assessment shall be on a fractional basis. All lots in Blocks 6 through 10 inclusive, Vestlink Village 16th Addition shall each pay 201/23311 of the total cost payable by the improvement district. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That all costs of the improvements of the sanitary sewer system shall be assessed to the improvement district as provided by Section 4 hereof.

SECTION 6. That payment of said assessments may indefinitely be deferred so long as those property owners eligible for such deferral as defined in City of Wichita Chapter 16, 25-270 under the criteria established for "homeless deferral".

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefor, which plans, specifications, and a preliminary estimate of cost shall be presented to the City for its approval.

SECTION 8. The expediency of the improvements set forth above is hereby established as authorized by K.S.A. 1974 Supp. 12-2-61 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the language of the Charter and laws as set out in this resolution.

SECTION 10. That the City Clerk shall cause proper publication of this resolution, which shall be published once in the official City journal and which shall be effective from the date said publication.

ADOPTED at Wichita, Kansas, this 7th day of November, 1978.

CORINNE A. PETERS, MAYOR

ATTEST: DONALD C. CISICKI, CITY CLERK

STATE OF KANSAS, SEDGWICK COUNTY, SS:

Margaret Helms, of lawful age, being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD - formerly known as The Democrat & Daily Record, a newspaper printed in the State of Kansas, and published in and of general paid circulation on a weekly, monthly or yearly basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office of Wichita in said County and State as second class matter.

That a notice, a true copy of which is hereto attached, was published in the regular and entire issue of said newspaper for 1 consecutive 1 as follows:

1st NOV 9 1978  
2nd \_\_\_\_\_  
3rd \_\_\_\_\_  
4th \_\_\_\_\_  
5th \_\_\_\_\_  
6th \_\_\_\_\_

Margaret Helms  
Business Manager

Subscribed and sworn to before me this 15th day of November, 1978

William M. Arndt  
Notary Public

My commission expires NOV 20 1981

Publication Fees 13.32

71  
WILLIAM M. ARNDT  
STATE NOTARY PUBLIC  
Sedgwick County, Kansas  
My Comm. Exp. \_\_\_\_\_



DEPARTMENT OF PLANNING

April 8, 1980

Donald C. Gisick, City Clerk

Forrest L. Nagley, Junior Planner, Current Plans Division

Release of letter of credit associated with Westlink Village 18th Addition, located at the northeast corner of Maple and 119th Street West. (Credit No. C-693)

We have been advised by the Engineering Department that the construction of a temporary sanitary sewer from the intersection of Maize and Maple to the Southwest Interceptor, a condition of approval for the above referenced plat, is no longer required. Engineering advises that the need for this improvement was eliminated by the alignment of the Main No. 9 Project.

On October 24, 1978, the Board of City Commissioners "received and filed" a letter of credit in the amount of \$23,265 from the First National Bank for the account of Shade and Smith Development Company as guarantee that the improvement would be made. Since the need for the improvement has been eliminated, the letter of credit may now be released at the request of either the bank or an authorized agent of the Shade and Smith Development Company.

Forrest L. Nagley, Junior Planner

FLM:vn

cc: First National Bank, c/o John W. Long, 105 N. Main, Wichita, KS 67202  
Shade & Smith Development Co., c/o Colonial Realtors, 9001 W. Central  
Wichita, KS 67212  
Mike Lindebak, Program Development Engineer, City Engineering

**THE CITY OF WICHITA**

**OFFICE OF** Public Works Engineering

**DATE** April 1, 1980

**TO** Jack Galbraith, Chief Planner

**FROM** Mike Lindebak, Program Development Engineer

**SUBJECT** Westlink Village 18th Addition

At the time of platting Westlink Village 18th Addition it was necessary for Shade and Smith Development Company to guarantee the construction of a temporary sanitary sewer from the intersection of Maize and Maple to the Southwest Interceptor Sewer. Main 9 is being constructed on alignment that does not require a temporary line. Please release the \$23,265.00 Letter of Credit guaranteeing the construction of a temporary sanitary sewer main.



Mike Lindebak  
Program Development Engineer

ML:ck

**RECEIVED**

APR 3 1980

METROPOLITAN PLANNING

ROUTE  \_\_\_\_\_

\_\_\_\_\_

20

THE CITY OF WICHITA

OFFICE OF CITY MANAGER

DATE June 4, 1979

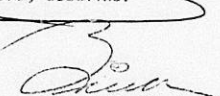
TO R. W. Bruggeman, Director of Public Works  
By ~~Edgar Cleaver, Director of Community Health~~  
~~Robert A. Lakin, Director of Planning~~

FROM Robert G. Finch, Deputy City Manager

SUBJECT Proposed Construction along  
Tributary of Cowskin Creek

Attached is a letter from Keller Cordon, Engineer, Kansas State Board of Agriculture. Mr. Cordon is advising of an application by Shade & Smith Development Company for approval and a permit relating to the proposed construction of a dam and site grading along a tributary of Cowskin Creek.

Any pertinent comments which you feel should be submitted to the state should be provided this office by June 7, 1979, in order that they may be forwarded on to Mr. Cordon by the June 8, 1979, deadline.

  
Robert G. Finch  
Deputy City Manager

RGF/hpd  
Attachment





KANSAS STATE BOARD OF AGRICULTURE

DIVISION OF WATER RESOURCES  
GUY E. GIBSON, Chief Engineer  
1720 SOUTH TOPEKA AVENUE  
TOPEKA, KANSAS 66612

W. W. DUTSMAN, City Manager	
Secretary	<input type="checkbox"/> HP
503 Kansas State Capitol	<input type="checkbox"/> SH
Topeka, Kansas 66603	<input type="checkbox"/>
MAY 25 1979	
<input type="checkbox"/> Copies To	_____
<input type="checkbox"/> Send To	_____
<input type="checkbox"/> File	_____

May 24, 1979

Mr. E. H. Denton, City Manager  
City of Wichita, Kansas  
City Hall - 455 N. Main  
Wichita, Kansas 67202

Dear Mr. Denton:

The Shade and Smith Development Co., Wichita, Kansas, has made application to the Chief Engineer of the Division of Water Resources for approval and a permit relating to the proposed construction of a dam and site grading along a tributary of Cowskin Creek, at a location in the SW $\frac{1}{4}$  of Section 19, Township 27 South, Range 1 West, City of Wichita, Sedgwick County, Kansas, in accordance with the provisions of K.S.A. 82a-301 to 305a, and K.S.A. 24-126.

You are being advised of the application before the Chief Engineer in order that you may have an opportunity to review the plans and to submit any comments you may have for his consideration. The plans in this office would be made available to you for review anytime during office hours. It is requested that any comments you may have be submitted, in writing, prior to June 8, 1979. If we do not hear from you by that date, it will be presumed that you have no information you wish to have considered.

Very truly yours,

*Keller Cordon*  
Keller Cordon  
Engineer

KC:srf

November 6, 1978

Don Gisick, City Clerk

Curtis L. Newby, Junior Planner

S/D 78-25 - Westlink Village 18th Addition; letter of credit guaranteeing half the cost of a main sewer extension

The above referred to plat was considered by the City Commission on October 24, 1978, and was approved subject to several conditions. One of these conditions was that the applicants submit a letter of credit, cash or bond guaranteeing 50% of the cost of a main sewer extension from Maize Road to the plat.

Attached herewith is an irrevocable letter of credit in the amount of \$41,000 guaranteeing 50% of the sewer main extension cost. This letter of credit should be placed on your agenda for formal action by the governing body. The appropriate action would be to "Receive and file the irrevocable letter of credit."

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

---

Curtis L. Newby  
Junior Planner

CLN:bh  
Attach.

IRREVOCABLE LETTER OF CREDIT  
FIRST NATIONAL BANK IN WICHITA  
BOX ONE WICHITA, KANSAS 67201  
(Name and address of bank)

Date: November 1, 1978

THE CITY OF WICHITA  
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 41,000.00----- for the account of Smith & Shade Development Company (PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before September 22, 1980 (6)  
(Insert date two years from MAPC approval of plat)

1. For main sanitary sewer extension West of Maize Road
- 2.
- 3.

~~in to~~ Westlink Village 18th Addition, a subdivision of the City of Wichita, Kansas.

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

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

All drafts drawn hereunder must be marked: "Drawn under \_\_\_\_\_

First National Bank in Wichita, Credit No. C-708, dated 11-1-78  
(Name of bank)

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

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

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before November 22, 1980  
(insert a date at least 60 days after the date on line 6)

Very truly yours,

First National Bank in Wichita  
(Name of bank)

By: John W. Long  
(Authorized signature)  
John W. Long, Vice President and Cashier

(CORPORATE SEAL)

77-22

WICHITA-SEDGWICK COUNTY

DATE

November 3, 1978

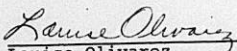
**METROPOLITAN AREA PLANNING DEPARTMENT**


TO S/D 78-25 - Westlink Village Eighteenth Plat file  
FROM Louise Olivarez, Junior Planner  
SUBJECT Meeting with property owners to discuss alternatives for providing sewer to properties north of Maple and west of 119th Street West.

2:00 p.m. MEETING IN ENGINEERING CONFERENCE ROOM, October 27, 1978

In attendance: Dick Linn  
Dean Sellers  
Mike Lindebak  
Ken Taylor  
Thurman Smith  
Jess Shade  
Howard Murray  
John Fry for Stan Bell  
Louise Olivarez

The City Engineers stated they preferred the use of a force main rather than an oversized pipe in Maple to temporarily serve the developments west of 119th Street until the permanent sewer lines could be constructed south of Maple. These property owners west of 119th Street will share the cost of the force main on an acreage basis. Smith and Shade will put up a letter of credit for 50% of the cost of the permanent sewer main to be constructed in Maple from Maize to Westlink 18th. City will pay the other 50%. The letter of credit will amount to \$41,000.00. As soon as the Public Works Department has initiated this sewer project and received City Commission approval for it, the letter of credit will be released. At such time as Murray and Bell are ready for sewer, they will pay for the temporary force main.

  
Louise Olivarez  
Junior Planner

  
R. W. Linn  
City Engineer

LO:bh

WICHITA-SEDGWICK COUNTY

DATE

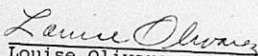
November 3, 1978


METROPOLITAN AREA PLANNING DEPARTMENT

TO S/D 78-25 - Westlink Village Eighteenth Plat file  
FROM Louise Olivarez, Junior Planner  
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In attendance: Dick Linn  
Dean Sellers  
Mike Lindebak  
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Louise Olivarez  
Junior Planner

  
R. W. Linn  
City Engineer

LO:bh

*Louise*

THE CITY OF WICHITA  
OFFICE OF ENGINEERING

DATE NOVEMBER



TO LOUISE OLIVAREZ, PLANNING DEPARTMENT  
FROM YASH D. DESAI, DRAINAGE CHIEF ENGINEER

SUBJECT LETTER OF "STATEMENT OF FACT"

Attached is Letter Of "Statement of Fact" to be filed and recorded in your office.

A handwritten signature in cursive script, appearing to read "Yash D. Desai".

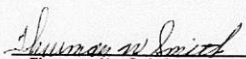
Yash D. Desai  
Drainage Chief Engineer

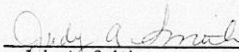
YDD/d1a

Attachment

October 23, 1978

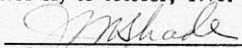
We, Thurman W. Smith and Judy A. Smith, husband and wife, owners of Lot 31, Block 16, Westlink Village Eighteenth Addition, Wichita, Sedgwick County, Kansas, do hereby acknowledge that under conditions existing as of the date of this letter, there will be storm water on said lot due to a 100 year frequency storm.

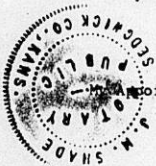
  
Thurman W. Smith

  
Judy A. Smith

STATE OF KANSAS  
COUNTY OF SEDGWICK

Subscribed and sworn to before me a Notary Public in and for the County and State aforesaid on this 23rd day of October, 1978.

  
J. M. Shade, Notary Public



Appointment Expires: May 8, 1981

October 23, 1978

We, Thurman W. Smith and Judy A. Smith, husband and wife, owners of Lot 31, Block 16, Westlink Village Eighteenth Addition, Wichita, Sedgwick County, Kansas, do hereby acknowledge that under conditions existing as of the date of this letter, there will be storm water on said lot due to a 100 year frequency storm.

Thurman W. Smith  
Thurman W. Smith

Judy A. Smith  
Judy A. Smith

STATE OF KANSAS  
COUNTY OF SEDGWICK

Subscribed and sworn to before me a Notary Public in and for the County and State aforesaid on this 23rd day of October, 1978.

J. M. Shade  
J. M. Shade, Notary Public

Appointment Expires: May 8, 1981



THE CITY OF WICHITA  
OFFICE OF ENGINEERING

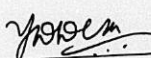
DATE OCTOBER 25, 1978

TO JACK GALBRAITH, CHIEF PLANNER - CURRENT PLANS, PLANNING DEPT.  
FROM YASH D. DESAI, DRAINAGE CHIEF ENGINEER  
SUBJECT LOT 31, BLOCK 11, WESTLINK VILLAGE  
18TH ADDITION

This memo confirms my telephone conversation with, Louise Olivarez, that the minimum pad elevation for Lot 31, Block 11, Westlink Village Eighteenth Addition shall be 1333.0 feet. Until the structure under Maple Street is improved and Maple Street is constructed to City Standards, the existing home is subject to flooding. A letter from the county dated year 1977 was addressed to the property owner to construct the house at floor elevation 1335.0 MSL. However, the owner constructed it at elevation 1333.0. Under existing conditions therefore, the yard will flood approximately to elevation 1332.0 MSL, which is only one foot below the existing floor elevation of the home, instead of generally approved 3.0 feet.

It is recommended, however, that the structure and all lots along pond be constructed at least to elevation 1334.0' MSL; but under existing circumstances, when it is constructed at floor elevation 1333.0' MSL, minimum pad elevation of 1333.0' MSL for this lot is approved. The new design of the storm sewer and pond for Westlink Village Eighteenth would be such that the Design Water Surface Elevation would be a maximum of 1330.0 feet Mean Sea Level.

If you need additional information please call me at 4235.

  
Yash D. Desai  
Drainage Chief Engineer

YDD/dla

cc: Dean Sellers, Assistant City Engineer,



October 25, 1978

Ray Bruggeman, Department of Public Works  
Dick Linn, City Engineer

Robert A. Lakin, Director of Planning

S/D 78-25 - Westlink Village Eighteenth  
Addition - Main sewer extension

At their regular meeting of October 24, 1978, the Board of City Commissioners approved the above-referred to plat and instructed the Planning Department to hold release of the plat for recording until the main sewer extension project from Maize Road to the plat has been approved by the governing body or until an acceptable monetary guarantee for the developer's portion (50%) of the cost of the main extension has been submitted by the platators of Westlink Eighteenth Addition.

If possible, I would like you to schedule the project for the City Commission meeting of November 7, 1978. Please contact me as soon as possible if we need to discuss this matter.

---

Robert A. Lakin  
Director of Planning

RAL:CLN:bh

cc: Jess Shade and Thurman Smith, 9001 W. Central, 67212  
K. O. Taylor, 1542 S. St. Francis, 67211

October 23, 1978

Donald C. Gisick, City Clerk

Curtis L. Newby, Junior Planner

S/D 78-25 - Westlink Village Eighteenth Addition,  
private restrictive covenants.

The above referenced plat is being considered by the City Commission on October 24, 1978, and attached herewith are a set of restrictive covenants which are associated with said plat. These covenants do not need to be accepted by the City Commission but should be filed with the Register of Deeds at such time as the City Commission has approved the plat. The recording fee shall be billed to the applicant.

If you have any questions, please call.

Curtis L. Newby  
Junior Planner

CLN:e1

Attachment

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 78-25                      Name WESTLINK VILLAGE EIGHTEENTH  
Application & Sketch Filed: 2-14-78  
Preliminary Plat Filed: 3-27-78      Approved by S/D: 4-6-78  
Final Plat Filed: 6-30-78      Approved by S/D: 7-13-78  
Approved by Metropolitan Area Planning Commission: 8-31-78

DESCRIPTION

General Location: Northeast corner of Maple and 119th Street West.

Surveyor or Engineer: K. O. Taylor  
Owner: Jess Shade, et al  
Address: 9001 West Central, Wichita, Ks. 67212

1. Gross Acreage of Plat <u>160</u>	6. Access Control		
2. Number of Lots:	St. 119th St. W.	No. Openings	<u>0</u>
Residential <u>383</u>	St. <u>Maple</u>	No. Openings	<u>0</u>
Commercial _____	St. _____	No. Openings	_____
Industrial _____	7. Req'd Improvements		
Other _____	St. Paving	Req'd.	Water Req'd.
Total Number of Lots: <u>383</u>	Sidewalk	Req'd.	Drainage Req'd.
3. Minimum Lot Area: <u>0.23</u> Acres	Sewer	Req'd.	Other _____
4. Existing Zoning <u>"AA"</u>			
5. Special Problems Discussed <u>None</u>			

NOTE: Valid water petitions were submitted to the Water Dep't. on Oct. 16, 1978. An irrevocable letter of credit has been submitted guaranteeing extension of a sewer main ~~from~~ Maize Road. Valid petitions have been submitted guaranteeing the extension of sanitary sewer to serve each lot, paving of all streets, and installation of storm water sewer. A sidewalk acknowledgement has been submitted acknowledging that sidewalks are required on all streets. A certificate has been submitted certifying the petitions.

Planning Commission Recommendation:  
That this plat be approved subject to:

A. The applicant shall submit a restrictive covenant which shall contain provisions for the establishment of a homeowners association for maintenance of the open space lake area and which shall contain provisions for assuring 4 off-street parking spaces on each lot which adjoins a 58 foot street and which designates that parking will be permitted on only one side of said streets.

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

Bayouth moved, May seconded and it carried unanimously. Barrier and Cole absent.

ACTION: Receive and file the irrevocable letter of credit, approve the petitions and instruct the Director of Law to prepare the necessary resolutions and instruct the City Clerk to file the certificate with the Register of Deeds, the publication and filing costs of which shall be billed to the applicant; and approve the plat as approved by the Metropolitan Area Planning Commission, authorize the Mayor to sign and instruct the Planning Department to withhold release of the plat for recording until the restrictive covenant has been submitted and the water petitions have been accepted.

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, constitute all of the owners of all of the lots, parcels or pieces in the following described real property, to-wit:

WESTLINK VILLAGE 18TH ADDITION,  
SEDGWICK COUNTY, KANSAS.

We do hereby impose the following protective restrictions and covenants upon the above described real estate in order that they may be put on record in the office of the Register of Deeds of Sedgwick County, Kansas, and in order that all covenants hereinafter made covering any portion of the above described real property shall be subject thereto, to-wit:

1. No mobile home, travel trailer or trailer house may be parked or used for living quarters anywhere upon said real property.
2. No garage or basement may be converted into apartments or living quarters.
3. No "basement house" shall be constructed upon any lot, piece or parcel which is a part of the above described real property.
4. All residences in the above described real property shall be equipped with a mechanical garbage disposal unit if the same are available. This restriction may be waived in the event such units are not available because of war or act of a public enemy or an act of God.
5. No previously constructed building or dwelling may be moved on to said lots, pieces or parcels of the above described real property except that the construction of prefabricated homes from a recognized manufacturer will be permitted.
6. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat; in any event no building shall be located on any lot nearer than 30 feet to the front lot line or nearer than 15 feet to any side street line. No dwelling shall be located on any interior lot line nearer than 20 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot, to encroach upon another lot.
7. The liveable floor area of each residence constructed on any lot, piece or parcel of the above described real property shall be a minimum of 1,400 square feet on all lots, except a minimum of 1,600 square feet shall be required on all lots in Block 16. Provided, however, that the owners of the real property named herein shall have the power from time to time by recorded amendment to these restrictions to change the minimum number of square feet of liveable floor area required in residences to be constructed on any lot, piece or parcel of the above described real property, and provided further, that the owners of all of the lots in any one block in such real property shall have the right to amend these restrictions so as to change the minimum square feet of residences in such block.

8. On each lot which abutts a street which is fifty-eight (58) feet in width or less there shall be provided at least four (4) off street parking spaces, and there shall be parking on one side of the street only.

9. No livestock, chickens, fowls or other animals, except the usual and ordinary number of family pets, shall be kept by the occupants of any dwelling constructed upon any piece, lot or parcel of the above described real property.

10. No noxious or offensive activity shall be carried on upon said real property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

11. Easements for the installation and maintenance of utilities and drainage facilities are dedicated as shown on the recorded plat and no building of any type or character shall be permitted upon said easements.

12. These restrictive covenants shall run with the land and be binding upon all persons using, occupying or owning such real property and their respective heirs, successors and assigns thereto until the 21st day of August, 2003, at which time said restrictive covenants shall be automatically extended for successive periods of ten (10) years each unless by a vote of a majority in number of the then owners of the land in said addition, as shown by the records in the office of the Register of Deeds in Sedgwick County, Kansas, it is agreed to change said restrictions or covenants in whole or in part.

13. If any person shall violate or attempt to violate any of the restrictive covenants herein set out it shall be lawful for any other person or persons holding any lot, piece or parcel of said real property to prosecute in any court of competent jurisdiction, any proceeding at law or in equity against the person or persons so violating or attempting to violate any such restrictive covenant either for the purposes of preventing him or them from so doing, or to recover damages for such violation.

14. Invalidation of any one of said restrictive covenants by the judgment of any court of competent jurisdiction shall in no way affect any of the other provisions, which other provisions shall remain in full force.

15. All residences or structures upon this real property must be constructed by a contractor licensed by, the City of Wichita.

16. No front yards shall be surrounded or bounded by fence of any kind, provided, however, that the foregoing provision may be modified or waived by a majority of the Architectural Control Committee, or its designated representative. Any property owner desiring to erect a fence surrounding or bounding a front yard shall submit a plan showing the location and type of such fence to the Architectural Control Committee and shall be bound by such committee's approval or disapproval of such plan. Provided, however, that there shall be no fence or hedge of any kind on Lots 1 through 31, odd and even inclusive, in Block 16 hereof, with the exception of Lot 30, Block 16 hereof.

17. No building shall be placed within 20 feet of the property line which may be upon any part or upon the edge of any open watercourse. Further, after the expiration of 30 days following the completion of the construction of any structure upon any lot, there shall be no storage of any

materials (including building materials) or refuse other than inside a building. Clean fill dirt may be placed upon a lot if a natural watercourse is not altered or blocked by said fill.

18. All residences and appurtenances constructed on any building site covered by these restrictive covenants shall have wood shingle roofs.

19. Reserve A in Block 16 of the property covered by this instrument contains a lake. The lake is intended for the use of the owners of the lots which comprise said Block 16 and each owner of each of said lots is hereby granted an exclusive easement to go and be upon that part of the bank of such lake which is located directly behind the lot of such owner. Any of the owners of lots in said Block 16 shall have the exclusive right to fish in such lake from a boat. Provided, that any boat used in such lake shall not be powered by any motor except an electric trolling motor with a thrust of not more than 15 pounds. Guests of owners of lots in said Block 16 may use such shores upon which their host has an easement and may fish in the lake, provided that such guests shall conform to the rules and regulations concerning such lake. It is further provided that each owner of a lot in Block 16 shall not abuse the guest privilege in such a manner as to interfere with the use of the banks of the lake, or the lake by other owners.

20. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, and a private garage for not more than three cars. Provided, that there may be constructed a fenced area between the house and a side lot which shall not extend beyond the front or back of the residential structure.

21. None of the land herein shall be used for or in connection with the exploration or production of petroleum products, gas, oil, or other minerals.

22. It is further provided that the Architectural Control Committee hereinafter named shall, in addition to their other rights and duties, have specifically the right to control the number of stories of any residence erected on any of the real property affected by these restrictions.

23. No trade, business or profession shall be legally carried on upon any portion of the said real property.

24. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved, except the lots in Block 16, which shall be governed by Section 15 hereof.

25. The Architectural Control Committee is composed of three, to-wit:

J. M. SHADE  
THURMAN W. SMITH  
DEAN BEALL

19 A. In the event that Declarant, its successors or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill its obligations relating to the Common Area, the City of Wichita may serve a written Notice of Delinquency upon Declarant setting forth the manner in which Declarant has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant sixty (60) days within which Declarant may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable values of the properties within the Community Unit Plan and to prevent the Common Area from becoming a nuisance, may enter upon said Common Area and perform the obligations listed in the Notice of Deficiency. All costs incurred by the City of Wichita in carrying out the obligations of Declarant may be assessed against the Common Area in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Common Area. Should Declarant, its successors or assigns, upon receipt of said Notice of Deficiency, feel that the obligations listed in said Notice are not proper for any reason, it may, within the sixty (60) day period provided in such Notice, apply for a hearing before the Board of City Commissioners to appeal said notice and any further proceedings under the Notice shall be delayed pending the outcome of any proceedings on appeal of said Notice.

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, a majority of the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties.

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

27. No dwelling shall be erected or placed on any lot having an area less than 7,500 square feet.

28. There shall be formed a non-profit Kansas Corporation to be named the Block 16, Westlink Village 18, Homeowners Association. All persons owning a lot or lots in Block 16, Westlink Village 18th Addition shall be a member of such Association and shall upon acquiring such lot or lots pay an initial fee of \$50.00. Such fees shall be used to defray the expenses of the Association.

29. The association shall own and maintain the Reserve A in Westlink Village 18th Addition including all landscaping, plants, flowers, grass and trees on the said Reserve A and shall maintain the lake located thereon.

30. The association shall establish such committees as may be provided for in its by-laws, may engage a manager, secretaries, engineers, auditors, legal counsel and other employees or consultants as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and the other employees shall be established and paid for by the association. The association shall pay all other expenses necessary or incidental to the conduct or carrying on of its business.

31. The association by three-fourths vote of the Board of Directors shall have the power to levy fines up to and including \$100.00 against any owner who has breached or continues to breach any of the provisions of this instrument, concerning the lake, or by-laws of the association and such fine shall constitute a lien against the residence owned by such owner until such time it has been paid and in the event of failure or refusal to pay the same by the owner, such lien may be foreclosed as are mechanic's liens in the State of Kansas. This provision shall apply only to the owners of Lots in said Block 16.

32. Each owner shall pay to the association the assessments which shall be established by the association for the operation, maintenance, care and improvement of Reserve A. Each residence site within such Block 16 shall be subject to a lien to secure payment of the assessment established against it. All general assessments shall be made against each owner on an

equal basis, except as hereinafter provided.

33. The association may from time to time at a regular meeting called upon written notice establish a special assessment to be levied against each residence site for the operation of the association and the operation, maintenance, care and improvement of such Reserve A. In addition, the association shall have the authority to establish and fix a special assessment upon any residence site to secure the liability of the owner of such residence site to the association for any breach by such owner of any of the provisions of these declarations, which breach shall require an expenditure by the association for repair or remedy. Any special assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in this article. Any special assessment shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the association.

34. The association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this declaration and may in addition to such assessments charge and assess costs (including reasonable attorney's fees) and penalties and interest for the late payment or non-payment thereof. The association shall have the authority to expend all monies collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the association and provided for in this declaration and in the articles of incorporation and by-laws of the association.

35. Thirty days after any general assessment shall be due and payable if unpaid or otherwise not satisfied, the same shall become delinquent and shall so continue until the amount of said charge and assessment together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied. Interest on delinquent assessments shall be 10% per annum from the date of delinquency until paid.

36. At any time after general or special charge and assessment against any residence site has become a lien and delinquent the association may record a notice of delinquency as to such residence site which notice shall state therein the amount of such delinquency and that it is a lien and the interest costs including attorney's fees and penalties which are included thereon, a description of the residence site against which the same has been assessed and the name of the record or reputed record owner thereof and such notice shall be signed and acknowledged by an officer of the association. Upon payment or other satisfaction of said assessment, interests, penalties, and costs in connection with which such notice has been recorded, the association shall record further notice stating the satisfaction and release of the lien thereof.

37. Each lien established pursuant to the provision of this declaration by the recording of a notice of delinquency as herein above provided may be foreclosed as by the laws of the State of Kansas applicable to the foreclosure of any such lien. The association shall be entitled to costs including reasonable attorney's fees and such penalties for delinquent charges and assessments as shall have been established by the association.

38. Declarant, as to the property governed by this declaration and each residence site embraced therein, has established and does hereby establish, reserve and impose thereon a lien securing each assessment provided by this

declaration together with said costs, penalties and interest, and the declarant is hereby assigned to the association the right to collect and enforce the collection of the same in accordance with and subject to the limitations contained in each of the provisions of this declaration.

39. Each and every assessment and lien together with any costs, penalties, and interest, reserved under this declaration shall be subordinate to any valid bona fide mortgage (and a lien and/or title hereof) which has been or may hereafter be given in good faith and for value on any interest of any owner covered by this declaration.

40. Any subsequent owner of any residence site purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this declaration, not including, however, any assessment or lien arising prior to the foreclosure sale at which such interest was acquired.

41. Neither the association nor any member thereof shall be responsible or liable for any loss or damage whatsoever to any owner or any person or persons whomsoever for any damage suffered by any person or persons while on said Reserve A on the lake located thereon unless such damage or loss shall have been caused by the negligence of the association or its agents, servants or employees. The association shall carry liability insurance to indemnify and hold harmless the association and its members from any loss by reason of damage to property or injury to any person while on Reserve A. The limits of such insurance shall be established by the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned have hereunto caused these restrictive covenants to be executed this  
21st day of August, 1978.



THE FIRST NATIONAL BANK IN  
WICHITA, WICHITA, KANSAS

By *D. E. Hofmann*  
D. E. Hofmann, Executive Vice President

ATTEST:

*Marjane Hayden*  
Marjane Hayden  
Assistant Cashier  
SECRETARY

SHADE & SMITH DEVELOPMENT CO.,  
A Partnership

J. M. Shade  
J. M. SHADE

Erma A. Shade  
ERMA A. SHADE

Thurman W. Smith  
THURMAN W. SMITH

Judy A. Smith  
JUDY A. SMITH

STATE OF KANSAS )  
SEDGWICK COUNTY ) ss:

21 The foregoing instrument was acknowledged before me this day of August, 1978, by J. M. Shade and Erma A. Shade, husband and wife, partners on behalf of Shade & Smith Development Co., a partnership.

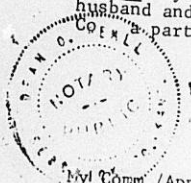


J. M. Shade  
Notary Public

My Comm. / Appt. Expires:  
April 14 1982

STATE OF KANSAS )  
SEDGWICK COUNTY ) ss:

21 The foregoing instrument was acknowledged before me this day of August, 1978, by Thurman W. Smith and Judy A. Smith, husband and wife, partners, on behalf of Shade & Smith Development Co., a partnership.



J. M. Shade  
Notary Public

My Comm. / Appt. Expires:  
April 14 1982

**CERTIFICATE**

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

J. M. Shade and Erma A. Shade, his wife, and  
~~X~~ We, / Thurman W. Smith and Judy A. Smith, <sup>his wife</sup> owner, and plat-  
tors of Westlink Village 18th 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. Water Supply
2. Water Distribution
3. Sanitary Sewers
4. Pavement of Streets
5. Storm Water Sewers
- 6.
- 7.

As a result of the above-mentioned petitions for im-  
provements, lots within Westlink Village 18th Addition  
may be subject to special assessments assessed thereto for the  
cost of constructing the above-described improvements.

Signed this 11th day of October, 1978.

J. M. Shade  
J. M. Shade  
Erma A. Shade  
Erma A. Shade

Thurman W. Smith  
Thurman W. Smith

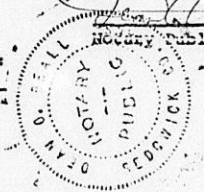
City of Wichita)  
Sedgwick County) ss  
State of Kansas)

Judy A. Smith  
Judy A. Smith

Be it remembered that on this 11th day of October,  
1978, before me, a notary public in and for said County and State,  
came J. M. Shade, Erma A. Shade, Thurman W. Smith, and Judy A. Smith, to me personally  
known to be the same persons who executed the fore-going instrument  
of writing and duly acknowledged the execution of same.

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

Dean O. Beall  
Notary Public Dean O. Beall



My Commission Expires:  
April 14, 1982

IRREVOCABLE LETTER OF CREDIT  
First National Bank in Wichita  
Wichita, Kansas  
(Name and address of bank)

Date: September 22, 1978

THE CITY OF WICHITA  
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 23,265.00 for the account of Shade & Smith Development Co. (PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before September 22, 1980 (Insert date two years from MAPC approval of plat) (6)

1. Sanitary sewer *from the Center west to Maize*

2.

3.

in Westlink Village - 18th Addition, a subdivision of the City of Wichita, Kansas.

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

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

All drafts drawn hereunder must be marked: "Drawn under \_\_\_\_\_ First National Bank in Wichita, Credit No. C-693, dated September 22, 1978 (Name of bank)

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

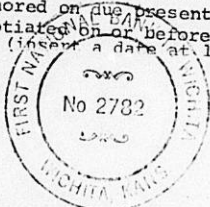
Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before November 22, 1980 (insert a date at least 60 days after the date on line 6)

Very truly yours,

First National Bank in Wichita  
Wichita, Kansas  
(Name of bank)

By: John W. Long  
(Authorized signature)  
John W. Long, Vice President & Cashier



(CORPORATE SEAL)

79

ACKNOWLEDGEMENT

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

XXX We, Shade & Smith Development Co., a partnership, owners of  
(give name of proposed plat, if appropriate) \_\_\_\_\_

Westlink Village Eighteenth Addition, Wichita, Sedgwick County, Kansas

do hereby acknowledge that in accordance with the sidewalk policy of the City of Wichita, construction of sidewalks is required on the following streets within the addition: All the streets in Westlink Village Eighteenth Addition except 119th St. West and Maple St.

- 1. O'Neil St.
- 2. Pine Grove & Pine Grove Ct.
- 3. First St. & First St. Courts
- 4. Douglas Ave.
- 5. Milstead
- 6. Parkridge & Parkridge Ct.
- 7. Shefford & Shefford Ct.
- 8. Sheriac
- 9. Burton
- 10. Texas
- 11. Cardington
- 12. Covington

*JMS*

This is to place on notice all owners of lots and subsequent owners thereof within said addition that as a result of the above cited policy, said owners and subsequent owners thereof are responsible for seeing that sidewalks are installed or guaranteed by cash or other acceptable financial means as a precondition of the issuance of a building permit for all development occurring on lots or portions thereof within Westlink Village Eighteenth

Addition \_\_\_\_\_ ~~Addition.~~

Signed this 22nd day of August, 19 78

SHADE & SMITH DEVELOPMENT CO.

*JMS*

BY: J. M. Shade

*Thurman W. Smith*  
Thurman W. Smith

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

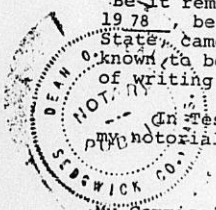
Be it remembered that on this 22nd day of August, 19 78, before me, a notary public in and for said County and State, came J. M. Shade and Thurman W. Smith, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of same.

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

*Dean O. Beall*  
Notary Public Dean O. Beall

My Commission Expires: April 14, 1982

April 14 1982



August 31, 1978

Mr. K. O. Taylor  
1542 S. St. Francis  
Wichita, Kansas 67211

Re: S/D 78-25 - Revised final plat of Westlink Village  
18th Addition

Dear Mr. Taylor

At the regular meeting of the Metropolitan Area Planning Commission on August 31, 1978, the above captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions as stated in our letter of August 28, 1978.

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 Department.
- 10-12-78 2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 8-20-78 3. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the platlor.
- 8-20-78 4. Certification that all taxes due and payable for 1977 and prior years have been paid.

Please call if you have any questions.

Sincerely,

Jack H. Galbraith  
Chief Planner  
JHG:bh

cc: Jess Shade and Thurman Smith, 9001 W. Central, 67212  
Dean Sellers, Assistant City Engineer

August 28, 1978

Mr. K. O. Taylor  
1542 S. St. Francis  
Wichita, Kansas 67211

Re: S/D 78-25 - Revised final plat of Westlink Village 18th  
Addition

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, August 24, 1978, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- 10-16-78 *A. Petitioner*  
A. The applicant shall guarantee all drainage improvements required by this plat.
- 10-16-78 *B. Petitioner*  
B. The applicant shall guarantee the extension of municipal sanitary sewer to serve all lots.
- 10-16-78 *C. valid petitions received by Water Dept.*  
C. The applicant shall guarantee the extension of City water to serve all lots.
- 10-16-78 *D. Petitioner*  
D. The applicant shall guarantee the paving of all interior streets.
- E. The applicant shall submit a covenant which provides for four off-street parking spaces on each lot which abuts a 58-foot street.
- 9-21-78 *F. covenants submitted setting up a Homeowners Assoc*  
F. A Homeowner's Association providing for the ownership and maintenance of Reserve A shall be submitted as a separate instrument to the Planning Department for review and approval and for forwarding to the City Commission with the final plat.

*He* Sidewalks will be required adjacent to both sides of all interior streets. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits.

Mr. K. O. Taylor  
August 28, 1978  
Page 2

H. The street names Cedar Crest and Cedar Crest court shall be changed to Pine Grove and Pine Grove Court.

10-23-78 I. <sup>OK</sup> The utility easement on the easterly side of Lot 31, Block 16, does not connect with the easement north of this lot. This easement location shall be altered so that a continuous easement through the Block is provided. *This easement*

10-23-78 J. *was eliminated with the approval of City Engineer's office.* Easements as shown on the engineer's "marked copy" of the plat shall be added to the final plat tracing.

K. A minimum pad elevation shall be noted for all lots in Block 16. The City Engineer's office shall be contacted regarding this matter. *See memo from Jash dated 10-25*

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

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, August 31, 1978, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez  
Junior Planner

LO:bh  
Encl.

cc: Jess Shade and Thurman Smith, 9001 W. Central, 67212  
Dean Sellers, Assistant City Engineer

PLEASE DO NOT FOLD OR MUTILATE

FOUR

IMPORTANT - IF THIS STATEMENT IS \$10.00 OR LESS IT MUST BE PAID IN FULL

PLEASE CONTACT COUNTY ASSESSOR ON QUESTIONS ABOUT ASSESSED VALUATION

LEGAL DESCRIPTION

SW 1/4 Excl B 300 Ft S 320.4 Ft Sec 19-27-1-W

1977 Real Estate 2-2-78

PLEASE RETURN ALL COPIES OF THIS STATEMENT. DUE NOV. 1, FIRST HALF DELINQUENT DEC. 21, SECOND HALF DELINQUENT JUNE 21, WITH INTEREST AT 10% PER ANNUM

77-RE-00-8033-08-2-W 03+04 DE-229

Shade & Smith Development  
6001 W. Central  
Wichita, Ks 67212

PLEASE INDICATE ANY CHANGE OF ADDRESS

MAKE CHECKS PAYABLE TO  
SEDGWICK COUNTY TREASURER  
WICHITA, KANSAS 67203 PH. (316) 268-7651

INTEREST

CA

CK

RECEIPT NO.

DATE 5 MAR 28 78 684.56 .00 684.56 0153 014803

INTEREST PAID

VALUATION	MILL LEVY	GENERAL TAX	SPECIAL TAX	TOTAL TAX	FIRST HALF	SECOND HALF	
2,800	77.701	684.56		684.56	342.28	342.28	1977 Real Estate Tax ERC

INTEREST TOTAL PAID RECEIPT NO.

MICROFILMED FROM THE BEST AVAILABLE COPY

ATTORNEYS

RALPH E. GILCHRIST 1868-1972  
THEODORE H. HILL  
MEARLE D. MASON  
FRANK R. COBB

HILL, MASON & GILCHRIST

ATTORNEYS AT LAW  
810 WEST DOUGLAS — SUITE C  
SOUTHWEST FEDERAL SAVINGS BUILDING  
WICHITA, KANSAS 67203  
PHONE 316 265-3247

June 9, 1978

Ms. Marijane Hayden  
Assistant Vice President  
First National Bank  
Box One  
Wichita, Kansas 67201

Re: Shade & Smith Development Co.

Dear Ms. Hayden:

This is to certify that we have examined the Abstract of Title to the following described real property, to-wit:

Government Lots 3 and 4, and the East Half of the Southwest Quarter of Section 19, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the East 300 feet of the South 320.4 feet of the Southwest Quarter of Southwest Quarter.

The Abstract of Title consists of 38 entries and was last certified on May 25, 1978, at 7:00 a.m. by the Security Abstract & Title Company, Certificate No. 264460.

We are of the opinion that on the date of the last certificate that merchantable title to the captioned property is in the name of Shade & Smith Development Company, an apparent partnership, subject to the following:

1. Taxes in the sum of \$684.56 plus interest are disclosed as unpaid. These taxes are for the year 1977 and are

Paid 3/28/78  
Receipt # 514313

REQUIREMENT: This is a first and prior lien upon the captioned property.

2. Subject to the above mentioned taxes, there is a good and valid first mortgage placed upon the real property. Said mortgage is dated April 27, acknowledged April 29, and filed of record May 10, 1978, at 8:00 a.m. showing consideration of \$300,000, registration taxes paid. The mortgage is recorded

Ms. Maijane Hayden  
Assistant Vice President  
First National Bank  
Page 2  
June 9, 1978

in the Register of Deeds Office in Sedgwick County, Kansas,  
under Film 304, Page 442, and Document #383648.

3. At Entry No. 38 is shown a partial release of the mortgage cited above. This partial release is shown in Film 306, Page 186, Document #385354 and the release is from the first mortgage of the following described real property:

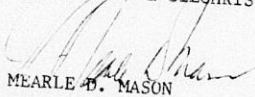
The North 50 feet of the South 320.4 feet of the East 300 feet of the East Half of the Southwest Quarter of Section 19, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas.

The mortgage was released by Mr. D. E. Hoffman, Executive Vice President, First National Bank in Wichita.

4. Shade & Smith Development Company should be advised that since the original title opinion was given to them on April 11, 1977, that the easement shown in paragraph 8 has been released by Entry No. 32, Film 247, Page 1414, Document #331969. They should also be advised that by Entry No. 31 there was a partial release of an easement given by Kansas Gas & Electric and that they retained only an easement over the East 20 feet of the West 50 feet of the said Southwest Quarter.

We have relied upon the correctness of the Abstract of Title and the truthfulness of all affidavits and instruments therein contained in making this opinion.

Very sincerely yours,  
HILL, MASON & GILCHRIST

  
MEARLE B. MASON

MDM:pw

cc: Shade & Smith Development Co.

TITLE REPORT

LEGAL DESCRIPTION

The East 300 feet of the South 320.4 feet of the Southwest Quarter of Section 19, Township 27 South, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas.

LAST DEED OF RECORD SHOWS THE FOLLOWING GRANTEES

Thurman W. Smith and Judy A. Smith

MORTGAGES

TO: None of record  
AMOUNT:  
DATE RECORDED:

 Security

TO:  
AMOUNT:  
DATE RECORDED:

TO:  
AMOUNT:  
DATE RECORDED:

TO:  
AMOUNT:  
DATE RECORDED:

MECHANICS' AND MATERIALMEN'S LIENS

TO: None of record  
AMOUNT:  
DATED FILED:

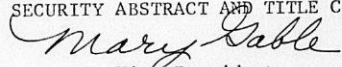
TO:  
AMOUNT:  
DATE FILED:

We hereby certify that we have examined the records in the Offices of the Register of Deeds and the Clerk of the District Court of Sedgwick County, Kansas, for the last deed of record, any unreleased Mortgages of record and any unreleased Mechanics' and Materialmen's liens filed in said offices as to the above described property.

DATED this 15th day of August 19 78 at 7:00 o'clock A.M.

THE SECURITY ABSTRACT AND TITLE COMPANY, INC.

By

  
Vice President

Order No. XX RNB  
sr

S/D NO. S/D 78-25 Name WESTLINK VILLAGE EIGHTEENTH  
Date Application Rec'd. 2-14-78 Final Plat approval: 7-27-78  
Scheduled S/D Meeting 8-24-78

DESCRIPTION

General Location Northeast corner of Maple and 119th Street West.

Owner Jess Shade and Thurman Smith - c/o Colonial Realtors  
Surveyor/Engineer K. O. Taylor,  
Address 1542 S. St. Francis, Wichita, KS. 67211 Phone 264-0341

- |  |   |
|--|---|
| 1. Gross Acreage of Plat <u>160</u>                                      | 7. Lineal Feet of New Streets:                              |
| 2. Number of Lots:   | a. <u>58</u> R/W <u>8,000</u> ft.                           |
| Residential <u>383</u>   | b. <u>70</u> R/W <u>3,910</u> ft.                           |
| Commercial _____   | c. <u>64</u> R/W <u>9,650</u> ft.                           |
| Industrial _____   | d. _____ R/W _____ ft.                                      |
| Other _____  | e. _____ R/W _____ ft.                                      |
| Total Number of Lots <u>383</u>  | TOTAL <u>21,560</u> ft.                                     |
| 3. Minimum Lot Frontage <u>50</u> ft.                                    | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>X</u> no |
| 4. Minimum Lot Area <u>10,000</u> ft.                                    |   |
| 5. Existing Zoning <u>"AA"</u>   |   |
| 6. Proposed Zoning <u>"AA"</u>   |   |
| 9. Public Water Supply <u>(Yes-No)</u> , Name <u>City of Wichita</u>     |   |
| 10. Public Sanitary Sewers <u>(Yes-No)</u> , Name <u>City of Wichita</u> |   |
| 11. Health Department Approval (where applicable) _____ (Yes-No)         |   |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____                     |   |

STAFF COMMENTS:

NOTE: The applicant has withdrawn his request for light commercial zoning at the northeast corner of Maple and 119th Street and has redesigned this portion of the plat for residential lots.

- A. The applicant's engineer shall submit an overall drainage plan to the Public Works Department for review and approval. The applicant shall guarantee all drainage improvements required by this plan. It is recommended that the plat not be forwarded to the Planning Commission until this drainage plan has been approved.
- B. The applicant shall guarantee the extension of municipal sanitary sewer to serve all lots.
- C. The applicant shall guarantee the extension of City water to serve all lots.
- D. The applicant shall guarantee the paving of all interior streets.
- E. The applicant shall submit a covenant which provides for four off-street parking spaces on each lot which abuts a 58-foot street.
- F. A Homeowner's Association providing for the ownership and maintenance of Reserve A shall be submitted as a separate instrument to the Planning Department for review and approval and for forwarding to the City Commission with the final plat.
- G. Sidewalks will be required adjacent to both sides of all interior streets. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging

that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits.

- H. County Public Works has requested a street name change for Cedar Crest and Cedar Crest Court. The County Public Works representative and the applicant's engineer shall be prepared to comment on this matter.
- I. The utility easement on the easterly side of Lot 31, Block 16, does not connect with the easement north of this lot. This easement location shall be altered so that a continuous easement through the Block is provided.
- J. Ten-foot utility easements shall be added to the plat between the following lots: 4 and 5, Block 10; 4 and 5, Block 8; 19 and 20, Block 15; 30 and 31, Block 16.
- K. Recording of the plat within 30 days after approval by the Board of City Commissioners.

August 4, 1978

K. O. Taylor  
1542 S. St. Francis  
Wichita, Kansas 67211

Re: S/D 78-25 - Final plat of Westlink Village Eighteenth

Dear Mr. Taylor:

At the regular meeting of the Metropolitan Area Planning Commission on August 3, 1978, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of July 28, 1978.

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 Department.
- 10-122 ✓ Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the plattor.
4. Certification that all taxes due and payable for 1977 and prior years have been paid.

If you have any questions, please call.

Yours very truly,

Jack M. Galbraith  
Chief Planner

JHG:bh

cc: Dean Sellers, Assistant City Engineer  
Jess Shade and Thurman Smith, 9001 W. Central, 67212

July 28, 1978

K. O. Taylor  
1542 S. St. Francis  
Wichita, Kansas 67211

Re: S/D 78-25 Final plat of Westlink Village Eighteenth

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 27, 1978, 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 guarantee the extension of municipal sanitary sewer to serve all lots.
- B. The applicant shall guarantee the extension of city water to serve all lots.
- C. The applicant shall guarantee the paving of all interior streets.
- D. The applicant shall submit a covenant which provides for four off-street parking spaces on each lot which abuts a 58-foot street.
- E. A Homeowner's Association providing for the ownership and maintenance of Reserve A shall be submitted as a separate instrument to the Planning Department for review and approval and for forwarding to the City Commission with the final plat.
- F. Sidewalks will be required adjacent to both sides of all interior streets. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits.

Re: S/D 78-25  
July 18, 1978  
Page Two

- G. The applicant has indicated a desire for light commercial zoning on Lot 19, Block 10. Approval of the plat as drawn will be subject to the applicant requesting and receiving this zone change.
- H. If "LC" zoning is granted on Lot 19, Block 10, a lot grading plan shall be submitted to the Public Works Department for review and approval.
- I. The applicant's engineer shall submit an overall drainage plan to the Public Works Department for review and approval. The applicant shall guarantee all drainage improvements required by this plat.
- J. The first street east of 119th Street shall be labeled "Cedar Crest."
- K. References in the plat's text to access controls on Lot 19, Block 10, shall include the phrase that the curb cut locations are "to be determined by the appropriate engineer."
- L. The street name "Milstead" shall be spelled with only one "l".
- M. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, August 3, 1978, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez  
Junior Planner

LO:et  
cc:  
Dean Sellers, Assistant City Engineer  
Jess Shade & Thurman Smith, 9001 W. Central, Wichita, Ks 67212

July 14, 1978

K. O. Taylor  
1542 South St. Francis  
Wichita, Kansas 67211

Re: S/D 78-25 Final plat of Westlink Village Eighteenth

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 13, 1978, the above captioned plat was considered. The action of the Committee was to defer this matter for 2 weeks in order to allow the applicant's engineer to meet with the Department of Public Works relative to obtaining approval of a drainage plan prior to the approval of the final plat.

We also have a copy of the final plat on which KG&E has indicated additional utility easements. Please contact our office for this information which needs to be added to your copy of the final plat.

This matter will be reheard at the next Subdivision Committee meeting, July 27, 1978, at 1:00 p.m. in the Board Room, City Hall. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:et

cc:

Dean Sellers, Assistant City Engineer  
Jess Shade & Thurman Smith, Colonial Realtors, 9001 West Central,  
Wichita, Kansas 67212

## FINAL PLAT

## SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 78-25 Name WESTLINK VILLAGE EIGHTEENTH  
 Date Application Rec'd. 2-14-78 Preliminary Approval 4-6-78  
 Scheduled S/D Meeting 7-13-78

## DESCRIPTION

General Location Northeast corner of 119th Street West and Maple

Owner Jess Shade and Thurman Smith  
 Surveyor/Engineer K. O. Taylor  
 Address 1452 S. St. Francis, Wichita 67211 Phone 264-0341

- |   |  |                                   |                   |
|---|--|-----------------------------------|-------------------|
| 1. Gross Acreage of Plat                          | <u>160</u>   | 7. Lineal Feet of New Streets:    |                   |
| 2. Number of Lots:                                |  | a. <u>58</u> R/W <u>8,000</u> ft. |                   |
| Residential                                       | <u>376</u>   | b. <u>70</u> R/W <u>3,910</u> ft. |                   |
| Commercial  | <u>1</u>   | c. <u>64</u> R/W <u>9,650</u> ft. |                   |
| Industrial  |  | d. _____ R/W _____ ft.            |                   |
| Other   |  | e. _____ R/W _____ ft.            |                   |
| Total Number of Lots                              | <u>377</u>   | TOTAL                             | <u>21,560</u> ft. |
| 3. Minimum Lot Frontage                           | <u>50</u> ft.  | 8. Sidewalk adjacent to all       |                   |
| 4. Minimum Lot Area                               | <u>10,000</u> ft.  | streets? <u>yes</u> <u>X</u> no   |                   |
| 5. Existing Zoning                                | <u>"AA"</u>  |                                   |                   |
| 6. Proposed Zoning                                | <u>"AA" &amp; "LC"</u>                                   |                                   |                   |
| 9. Public Water Supply                            | <u>(Yes-<del>NO</del>)</u> , Name <u>City of Wichita</u> |                                   |                   |
| 10. Public Sanitary Sewers                        | <u>(Yes-<del>NO</del>)</u> , Name <u>City of Wichita</u> |                                   |                   |
| 11. Health Department Approval (where applicable) |  |                                   | <u>(Yes-No)</u>   |
| 12. City of Wichita                               | <u>X</u> : <u>Three-Mile Area</u>                        |                                   |                   |

## STAFF COMMENTS:

Note: The name of this plat in preliminary form was Millbrook Estates Second Addition.

- A. The applicant shall guarantee the extension of municipal sanitary sewer to serve all lots.
- B. The applicant shall guarantee the extension of city water to serve all lots.
- C. The applicant shall guarantee the paving of all interior streets.
- D. The applicant shall submit a covenant which provides for four off-street parking spaces on each lot which abuts a 58-foot street.
- E. A Homeowner's Association providing for the ownership and maintenance of Reserve A shall be submitted as a separate instrument to the Planning Department for review and approval and for forwarding to the City Commission with the final plat.
- F. Sidewalks will be required adjacent to both sides of all interior streets. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits.
- G. The applicant has indicated a desire for light commercial zoning on Lot 19, Block 10. Approval of the plat as drawn will be subject to the applicant requesting and receiving this zone change.
- H. If "LC" zoning is granted on Lot 19, Block 10, a lot grading plan shall be submitted to the Public Works Department for review and approval.
- I. The applicant's engineer shall submit an overall drainage plan to the Public Works Department for review and approval. The applicant shall guarantee all drainage improvements required by this plat.

- J. The first street east of 119th Street shall be labeled "Cedar Crest".
- K. References in the plat's text to access controls on Lot 19, Block 10, shall include the phrase that the curb cut locations are "to be determined by the appropriate engineer."
- L. The street name "Milstead" shall be spelled with one "l".
- M. Recording of the plat within 30 days after approval by the Board of City Commissioners.

SCCD-CONS-5 (Rev 11/77)

RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

DATE: 4-6--78

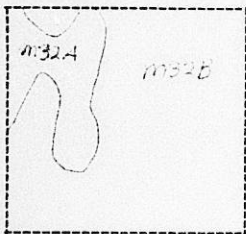
PROPERTY NAME: Millbrook Estates 2nd Add.

LOCATION: Generally located at the northeast corner of Maple & 119th St. West

MAILED TO: K.O. Taylor  
Consulting Engineer  
1542 S. St. Francis  
Wichita, Ms. 67211

PREPARED BY: Larry L. Henry  
District Conservationist  
USDA-Soil Conservation Service  
4100 Maple, Wichita, Kansas  
942-8422 67209

REQUESTED BY: Wichita-Sedgwick County  
Metropolitan Area Planning  
Commission



Scale: 4" equals 1 mile

Situation and/or Problems:

This area is grass and adequate crop cover at the present time but is subject to wind and water erosion if cover is lost. These are very prime cropland soils.

SOILS LEGEND

<u>Symbols</u>	<u>Soil</u>	<u>Brief Description</u>
132A I-2	Vanoss silt loam 0 to 1 percent slopes	Deep, nearly level, moderately well drained and well drained soils on uplands. These soils have slow runoff and high available water capacity. Permeability is slow to moderate.
132B IIe-1	Vanoss silt loam, 1 to 3 percent slopes	Deep, gently sloping, well drained soils on terraces and uplands. These soils have medium runoff and high available water capacity. Permeability is moderate and moderately slow.

-2-  
 SCCD-CONS-5 (con't)  
 RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

SOIL INTERPRETATIONS

<u>Symbol</u>	<u>Soil</u>	<u>Use</u>	<u>Limitation</u>	<u>Reason</u>
132A	Vanoss silt loam 0-1%	Dwellings	Moderate	Shrink-Swell Low Strength
132E				
		Small commercial buildings	Moderate	Shrink-Swell Low Strength
		Local roads and streets	Moderate	Shrink-Swell Low Strength
		Parks	Moderate	Seepage
		Playground	None	--

RECOMMENDATIONS:

1. Disturb only the area needed for construction.
2. Disturbing as small an area as possible, install streets, curbs, water mains, electric and telephone cables, storm drains, and sewers in advance of home or other building construction.
3. Temporarily stabilize each segment of graded or otherwise disturbed land, by seeding and mulching or by mulching alone. Permanently stabilize these areas as work on the land is completed. Both temporary and permanent stabilization practices are to be installed according to permanent stabilization practices are to be installed according to the Sedgwick County Conservation District standards and specifications.
4. Loose-pile material that is excavated for building construction purposes. Keep it loose-piled until it is used for foundation backfill or until the lot is ready for final grading and permanent vegetation.
5. Stabilize each lot within 60 days after work starts on home or other building construction.
6. Backfill, compact, seed and mulch trenches within 60 days after they are opened.
7. If additional information or on-site assistance is needed relative to soils, seeding procedures, structure design or related problems, call this number: 316 942 8422.



If you have any questions or if we can be of additional assistance, don't hesitate to call on us.

April 7, 1978

K. O. Taylor  
1342 South St. Francis  
Wichita, Kansas 67211

Re: S/D 78-25 Preliminary plat of Millbrook Estates Second  
Addition

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, April 6, 1978, 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. Concurrent with or prior to submission of the final plat the applicant shall submit two marked copies of the plat indicating which side of the 58-foot street is to be designated for parking.
- B. The applicant has requested City annexation of this quarter section of land and approval of the plat shall be subject to the approval of this annexation request.
- C. The applicant shall guarantee the extension of municipal sanitary sewer and water to serve all lots.
- D. The applicant shall guarantee the paving of all interior streets.
- E. The applicant shall submit a drainage plan to the Public Works Department for review and approval. The applicant shall guarantee all drainage improvements required by this plat.
- F. The applicant has indicated a desire for light commercial zoning on Lot 14, Block 10. Approval of the plat as drawn will be subject to the applicant requesting and receiving the zone change.
- G. If "LC" zoning is granted on Lot 14, Block 10, a lot grading plan shall be submitted to the Maintenance-Flood Control Office for review and approval.

- H. ✓ 25-foot front yard setbacks and 15-foot side yard setbacks shall be indicated on all corner lots.
- I. A Homeowner's Association providing for the maintenance of Reserve A shall be submitted as a separate instrument to be forwarded to the City Commission with the final plat.
- J. Sidewalks will be required adjacent to both sides of all interior streets. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits.
- K. ✓ The floodway granted in June 1977 and recorded on Film 251, Page 977 shall be shown on the final plat.
- L. ✓ Easements and street name changes as marked on the engineer's copy of the preliminary plat shall be shown on the final plat.
- M. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- N. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

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

Sincerely,

Louise Olivarez  
Junior Planner

LO:et  
cc:  
Dean Sellers, Assistant City Engineer  
Jess Shade, Thurman Smith & Colonial Realtors, 9001 West Central,  
Wichita, Kansas 67212

PRELIMINARY PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 78-25 Name Millbrook Estates Second Addition  
Date Application Rec'd. 2-14-78 Preliminary Approval \_\_\_\_\_  
Scheduled S/D Meeting 4-6-78

DESCRIPTION

General Location Northeast corner of 119th Street West and Maple

Owner Jess Shade and Thurman Smith  
Surveyor/Engineer K. O. Taylor  
Address 1542 S. St. Francis (67211) Phone 264-0341

- |  |   |
|--|---|
| 1. Gross Acreage of Plat <u>160</u>  | 7. Lineal Feet of New Streets:  |
| 2. Number of Lots:   | a. <u>58</u> R/W <u>5230</u> <del>8000</del> ft.  |
| Residential <u>376</u>   | b. <u>70</u> R/W <u>3910</u> ft.  |
| Commercial <u>1</u>  | c. <u>64</u> R/W <u>17620</u> <del>7650</del> ft.   |
| Industrial _____   | d. _____ R/W _____ ft.  |
| Other _____  | e. _____ R/W _____ ft.  |
| Total Number of Lots <u>377</u>  | TOTAL <u>26,760</u> <del>21,560</del> ft.   |
| 3. Minimum Lot Frontage <u>50</u> ft.  | 8. Sidewalk adjacent to all streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> |
| 4. Minimum Lot Area <u>10,000</u> ft.  |   |
| 5. Existing Zoning <u>RA</u> <u>△△</u>   |   |
| 6. Proposed Zoning <u>AA &amp; LC</u>  |   |
| 9. Public Water Supply <u>yes</u> (Yes-No), Name <u>City of Wichita</u>                  |   |
| 10. Public Sanitary Sewers <u>yes</u> (Yes-No), Name <u>City of Wichita</u>              |   |
| 11. Health Department Approval (where applicable) _____ (Yes-No)                         |   |
| 12. City of Wichita <u>x</u> : Three-Mile Area _____<br>(owner has requested annexation) |   |

STAFF COMMENTS:

- A. It is noted that the applicant wishes to utilize the new street standards. For all streets with only one parking lane, the applicant or his agent shall be prepared to discuss which side of the street shall be designated for parking. All lots on 58-foot streets shall provide for 4 off-street parking spaces. Parkridge and First Street east of Parkridge are proposed collectors.
- B. The applicant has requested City annexation of this quarter section of land and approval of the plat shall be subject to the approval of this annexation request.
- C. The applicant shall guarantee the extension of municipal sanitary sewer and water to serve all lots.
- D. The applicant shall guarantee the paving of all interior streets.
- E. The applicant shall guarantee all drainage improvements required by this plat.
- F. The applicant has indicated a desire for light commercial zoning on Lot 14, Block 10. Approval of the plat as drawn will be subject to the applicant requesting and receiving the zone change.
- G. 25-foot front yard setbacks and 15-foot side yard setbacks shall be indicated on all corner lots.
- H. Provisions shall be made for the maintenance of Reserve A. The applicant or his agent shall be prepared to discuss what provisions are proposed.
- I. Sidewalks will be required adjacent to both sides of all interior streets. The applicant shall submit a document to be



SEDGWICK COUNTY COURTHOUSE

**COUNTY OF SEDGWICK**  
DEPARTMENT OF PUBLIC WORKS

1015 STILLWELL  
WICHITA, KANSAS 67213

G. C. McLURE, JR., P. E.  
COUNTY ENGINEER/DIRECTOR OF PUBLIC WORKS

268-7901  
PHONE 268-7901

*Louise*

March 8, 1978

Louise Olivarez, Junior Planner  
MAPD  
City Hall-Tenth Floor  
455 North Main  
Wichita, Kansas 67202

RE: SW ¼ 19-27S-1W; Thurman Smith Property

Dear Louise,

Enclosed are copies of the recorded instruments by which Thurman Smith granted right-of-way and floodway reserve easements on his property on Maple one-half mile west of Maize Road.

If you need any further information, please feel free to contact me.

Yours very truly,

G.C. McLure, Jr., P.E.  
County Engineer/Director  
of Public Works

*Chris Brennenstuhl*  
Chris Brennenstuhl, E.I.T.  
Civil Engineer

enclosures  
GCM/CMB/df



SEDGWICK COUNTY, KANSAS

FLOODWAY RESERVE AGREEMENT

FILM 25L JUNE 1977

WHEREAS, to assure protection of the interests and safety of the public, it becomes, necessary that Sedgwick County, State of Kansas, Party of the First Part, provide flood protection and preserve the natural drainage; and through the establishment of a "FLOODWAY RESERVE" within the property below described:

A tract of land described as the East 300 feet of the South 320.4 feet of the Southwest Quarter of Section 19, Township 27 South, Range One West of the 6th P.M. in Sedgwick County, Kansas

AND WHEREAS, Thurman W. Smith and Judy A. Smith, Party of the Second Part, is the rightful owner of, or legal agent for, the above property;

THE PARTIES HERETO AGREE as follows: That the Party of the Second Part, for himself, his heirs, executors, administrators, and assigns for the consideration of One Dollars and No Cents (\$1.00), and other valuable consideration as follows:

One dollar (\$1.00) of the above amount being paid in hand and receipt therefor being hereby acknowledged, the remainder to be allowed at the next regular meeting of the Board of County Commissioners when claim is presented as required by law in similar cases do es hereby Grant and Convey to the Party of the First Part and its successors a "FLOODWAY RESERVE" over and across the following described portion of the above described tract, to-wit:

A tract of land described as commencing at the Southeast corner of the Southwest Quarter of Section 19, Township 27 South, Range One West of the 6th P.M. in Sedgwick County, Kansas; thence North a distance of 50 feet along the East line of said Southwest Quarter to a point of beginning; thence West a distance of 60 feet along a line 50 feet North of and parallel to the South line of said Southwest Quarter; thence Northwesterly to a point 160 feet West of and 320.4 feet North of the Southeast corner of said Southwest Quarter; thence East a distance of 160 feet along a line 320.4 feet North of and parallel to the South line of said Southwest Quarter to a point on the East line of said Southwest Quarter; thence South a distance of 270.4 feet along the East line of said Southwest Quarter to the point of beginning.

FURTHER, the "FLOODWAY RESERVE" shall be the responsibility of the owners of the property, Party of the Second Part, until such time as the governing body exercising Jurisdiction elects to assume the responsibility for maintenance of and improvement of drainage. Provided further that no building shall be constructed on or within said "FLOODWAY RESERVE" nor shall any fill, change of grade, creation of channels or other work be carried on without the permission of the Sedgwick County Engineer and the Wichita-Valley Center Flood Control Office or their successors. Grantor s, their heirs or assigns, to fully use and enjoy the premises except for and subject to the right of the grantee for the purpose herein granted.

DATED THIS 21st DAY OF June, 1977.

Original Compared  
With Record

STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD, AT  
JUN 23 1977

NO. 3 35537

BETTE F. MCCART  
REGISTRAR OF DEEDS  
At [Signature]

PARTY OF THE SECOND PART

[Signature]  
THURMAN W. SMITH

[Signature]  
JUDY A. SMITH

120.H.

I hereby certify that on this 21<sup>st</sup> day of June, 1977  
before me the undersigned, a Notary Public in and for the County and State  
aforesaid, came Thurman W. Smith and Judy A. Smith

to me personally known to be the same persons who signed and executed the above  
and foregoing instrument and duly acknowledged the execution of the same.

WITNESS my hand and Notary Seal on the day and date last above written.



J.M. Shade  
NOTARY PUBLIC  
J.M. SHADE

Commission expires May 8, 1981

SUBMITTED TO THE OFFICE OF COUNTY ENGINEER AND THE BOARD OF COUNTY COMMISSIONERS

FOR APPROVAL ON 7:45 June 1977

APPROVED BY:

PARTY OF THE FIRST PART  
SEDGWICK COUNTY COMMISSIONERS

G.C. McClure, Jr.  
G. C. MCLURE, JR., P.E.  
COUNTY ENGINEER/DIRECTOR OF  
PUBLIC WORKS

Tom Scott  
TOM SCOTT, CHAIRMAN

Everett Patrick  
EVERETT PATRICK, COMMISSIONER

John Hale  
JOHN HALE, COMMISSIONER

Lew Korn  
Asst. COUNTY CLERK

Lew Korn

FORM 251 (REV. 5/75)

## Sedgwick County, Kansas RIGHT OF WAY AGREEMENT

WHEREAS, It becomes necessary in the reconstruction and maintenance of Highway 620-19  
 for Sedgwick County, State of Kansas, Party of the First Part, to widen, improve and/or  
 change location of said highway in SW<sup>1</sup>/<sub>4</sub> Section 19, Twp. 27-S, Range 1-W,  
 and said widening, improving and/or change of location requires new and additional  
 right of way in the above section, township and range as follows:  
 A tract of land described as the South 50 feet of the East 300 feet of the  
 Southwest Quarter of Section 19, Township 27 South, Range One West of the 6th P.M.  
 in Sedgwick County, Kansas, except for existing right-of-way thereof.

AND WHEREAS, Thurman W. Smith and Judy A. Smith  
 Party of the Second Part, is the rightful owner of, or legal agent for, the above property.  
 THE PARTIES HERETO AGREE as follows: That the party of the second part, for himself, his  
 heirs, executors, administrators, and assigns for the consideration of One Dollars  
 No Cents, (\$ 1.00), and other valuable considerations as follows:

STATE OF KANSAS  
 SEDGWICK COUNTY  
 FILED FOR RECORD AT  
 JUN 23 1977


Original Compared  
 With Record  
 NO. 1 35536  
 BETTE F. MCCART  
 REGISTER OF DEEDS

One dollar (\$1.00) of the above amount being in hand paid and receipt therefor being hereby acknowledged the remainder to be allowed at the next regular meeting of Board of County Commissioners a claim is presented as required by law in similar cases do hereby Grant, Sell and Convey to the party of the first part a permanent and perpetual right of way on and an easement in and on the real property above described for public road and highway purposes with right and privilege to the party of the first part to grade, excavate, fill, drain and/or improve as the party of the first part may order and direct.

THEREFORE, It is agreed and understood that the above amount of money together with the valuable concessions tendered by the party of the first part shall be in full compensation for actual land taken and all damage done to the property of the party of the second part.

IN WITNESS WHEREOF, the parties hereto have set their hand this 21st day of June, 1977.

WITNESS:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

  
 JOHN H. HARTMAN  
 COUNTY CLERK, COUNTY OF SEDGWICK  
 PARTY OF THE FIRST PART  
 \_\_\_\_\_  
 THURMAN W. SMITH  
 \_\_\_\_\_  
 JUDY A. SMITH  
 PARTY OF THE SECOND PART

D.H. Co. Eng. See A

FORM 22-021

PAYMENT NOTICE  
City of Wichita

Bldg.	Use of Str.	Code Bks	Copies
Elec	Elev. Insp.	Hse Moving	Lic.
Mech	Boiler Insp.	Pav. Cuts	Cert.
Pbng	Exam Fees	Sewer	Elev.
Signs	Plan Fee	Cement	M.S.P.

DESCRIPTION	AMOUNT
<i>Balance forward</i>	
<i>Multi-branch Station</i>	

NAME *J. M. Stude*

ADDRESS *9001 W. Central*

FUND *112-00-000-4100* DUE DATE *3-20-74*

COMMENTS

DATE *3/27/74* BY *C. J. Hurd*

March 13, 1978

Mr. Kenneth Taylor  
1542 South St. Francis  
Wichita, Kansas 67211

Re: S/D 78-25 West Millbrook Estates sketch plat

Dear Mr. Taylor:

We have reviewed your sketch plat as referenced above and have the following comments.

1. More information about the purpose and proposed construction of the lake is needed before an accurate analysis of it can be made. If any dams are to be constructed or if excavations below the water table are to be made, State permits will be required. Arrangements for the maintenance of the lake will also be necessary. Please contact the Flood Control office regarding the specifics of the lake before submitting a preliminary plat.
2. Collector streets function more efficiently when the lots do not front on them. The enclosed marked copy of your sketch plat suggests some changes which we feel would make the collector street system more acceptable. This mainly involves re-orienting some of the blocks in the south half of the section. Also, we feel that an east/west collector is needed at the location marked in red on the enclosed plat.
3. The tract where Mr. Smith's new home is located should be platted as a lot so that there will be no problems in getting building permits if any additional ones are needed in the future.
4. The proposed light commercial zoning at the northeast corner of Maple and 119th Street will require a zone change which should receive a recommendation by the governing body before a final plat is submitted.

177  
-20  
3/12/78  
3/31/78

5. If any of the new street standards are applicable and desired, the appropriate street widths should be shown on the preliminary plat. Proposed street names must also be shown.
6. Complete access control should be labeled adjacent to all residential lots on Maple and on 119th Street.
7. For the proposed lot sizes to be appropriate, the applicant's request for annexation must be approved by the Board of County Commissioners. Municipal type sewer and water supplies must also be available.

With these comments in mind, we authorize the submission of a preliminary plat.

Sincerely,

Louise Olivarez  
Junior Planner

LO:et  
enclosure

cc:  
Jess Shade, %Colonial Realtors, 9001 W. Central, Wichita, Kansas 67212  
Thurman Smith, %Colonial Realtors, 9001 W. Central, Wichita, Ks 67212

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING  
DEPARTMENT

CITY HALL - TENTH FLOOR  
455 NORTH MAIN STREET  
WICHITA, KANSAS 67202  
(316) 268-4561

96  
August 31, 1977

Jess Shade  
Colonial Realtors  
9100 West Central  
Wichita, KS 67212

Dear Mr. Shade:

I have reviewed with Dick Linn sewer service for the quarter section at the northeast corner of Maple and 119th Street West which you discussed with me. It is our joint opinion that sewer service can be provided by either one of two methods. One would be to build a smaller force main from the property easterly to the existing sewer at Maple and the Cowskin. If this is done, it is my opinion that all of the cost would have to be borne by the development. This would be true also if the Bell and Murray properties join with you. The only question would be one of sizing. At the moment I know of no way to protect against other property owners who may come in behind you at a later time for development benefitting on a windfall basis.

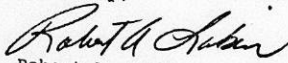
The other alternate is to request the City Commission to proceed to provide the long term sewer service for this basin. I have received from Linn a preliminary layout for sewer service for this general area west of the city and generally within three miles thereof. Dealing with only that area north of U.S. 54, it would involve building a 54" line in Maize Road from Kellogg to 1/2 mile north of Kellogg, plus the connection easterly to the Cowskin on the south side of the Santa Fe Railroad. A second phase then would be for the next 1/2 mile north on Maize Road, which we estimate would be a 36" line. This would then allow hooking a line which would lie in Maple going westerly for approximately 1/2 mile, which would be an 18" line. If the City were to do this, we would normally be, for at least part of these lines, participating in the cost as main sewers. This would presume, however, our ability to spread the other portion on a benefit district. Proceeding in this latter fashion would require the City Commission to make a commitment, not only as to the capital investment, but to proceed with annexation for much of the area west of the Cowskin. Even then certain of those areas, like the Dugan tract and approximately an 80-acre piece south thereof, may not be annexable. Therefore we would not have a way to recover the cost that should be borne by the land.

It is my suggestion that, if you are prepared to proceed with your development and if you are satisfied that you wish to deal through the City of Wichita for provision of sewer, you write a letter to the City Manager requesting annexation. This letter should be signed by all owners of the land. He will then refer this letter to us to provide an analysis. When we prepare this analysis, we would pose to the City Commission the two alternatives for providing service to this tract and let them give us direction.

If you wish the Bell and Murray properties could also be included in such request. This is certainly not a requirement on our part. You should be aware that the City is required to submit to the Board of County Commissioners for their concurrence any such request for annexation that is submitted on a "skip" basis.

I have briefly reviewed this with Kenneth Taylor, and the general layout for sewer map, the pipe sizing and estimated costs are available in our office for your review. If there are any additional questions, please call.

Sincerely,



Robert A. Lakin  
Director of Planning

cc: Kenneth O. Taylor, 1542 S. St. Francis, 67211  
Thurman Smith, 1247 N. Gordon, 67203  
R. W. Bruggeman, Director of Public Works  
Dick Linn, City Engineer  
James Aiken, Environmental Health  
Jack Galbraith, Chief Planner  
Willard Stockwell, Chief Planner

RAL:ew



SEDGWICK COUNTY COURTHOUSE

EXTRA COPIES

received from  
Chris Brennenstuhl  
4-6-78

COUNTY OF SEDGWICK  
DEPARTMENT OF PUBLIC WORKS

HHS STILLWELL  
WICHITA, KANSAS 67203

268-7901  
PHONE XXXX XXX

G. C. MCLURE JR. P. E.  
COUNTY ENGINEER/DIRECTOR OF PUBLIC WORKS

June 7, 1977

Mr and Mrs Thurman Smith  
1247 North Gordon  
Wichita, Kansas 67203

Re: E300' S320.4' SW $\frac{1}{4}$  19-27S-1W

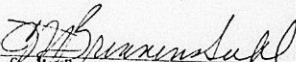
Dear Mr and Mrs Smith:

Enclosed are the right-of-way and floodway reserve agreements for your property as described above; also enclosed is a sketch of the location of these easements. It will be necessary to construct your home at a minimum building pad elevation of 1335 M.S.L. from our previous conversation, this should not present any conflict with your proposed landscaping.

After you have signed the enclosed agreements and had them notarized, please return them to this office; at that time you should be able to obtain your building permit.

Very truly yours,  
G. C. McLure, Jr., P. E.  
County Engineer/Director  
of Public Works

10-20-77 K.O. Taylor said  
Thurman Smith's house  
is built at 1333 m.s.l.

By   
C. M. Brennenstuhl, EIT  
Civil Engineer II

GCM/CMB/bd  
enc:



SEDGWICK COUNTY, KANSAS  
FLOODWAY RESERVE AGREEMENT

FILM 251 JAL 977

WHEREAS, to assure protection of the interests and safety of the public, it becomes, necessary that Sedgwick County, State of Kansas, Party of the First Part, provide flood protection and preserve the natural drainageway through the establishment of a "FLOODWAY RESERVE" within the property below described:

A tract of land described as the East 300 feet of the South 320.4 feet of the Southwest Quarter of Section 19, Township 27 South, Range One West of the 6th P.M. in Sedgwick County, Kansas

AND WHEREAS, Thurman W. Smith and Judy A. Smith, Party of the Second Part, is the rightful owner of, or legal agent for, the above property;

THE PARTIES HERETO AGREE as follows: That the Party of the Second Part, for himself, his heirs, executors, administrators, and assigns for the consideration of One Dollars and No Cents (\$ 1.00 ), and other valuable consideration as follows: \_\_\_\_\_

*One dollar (\$1.00) of the above amount being paid in hand and receipt therefor being hereby acknowledged, the remainder to be allowed at the next regular meeting of the Board of County Commissioners when claim is presented as required by law in similar cases do es hereby Grant and Convey to the Party of the First Part and its successors a "FLOODWAY RESERVE" over and across the following described portion of the above described tract, to-wit:*

A tract of land described as commencing at the Southeast corner of the Southwest Quarter of Section 19, Township 27 South, Range One West of the 6th P.M. in Sedgwick County, Kansas; thence North a distance of 50 feet along the East line of said Southwest Quarter to a point of beginning; thence West a distance of 60 feet along a line 50 feet North of and parallel to the South line of said Southwest Quarter; thence Northwesterly to a point 160 feet West of and 320.4 feet North of the Southeast corner of said Southwest Quarter; thence East a distance of 160 feet along a line 320.4 feet North of and parallel to the South line of said Southwest Quarter to a point on the East line of said Southwest Quarter; thence South a distance of 270.4 feet along the East line of said Southwest Quarter to the point of beginning.

FURTHER, the "FLOODWAY RESERVE" shall be the responsibility of the owners of the property, Party of the Second Part, until such time as the governing body exercising jurisdiction elects to assume the responsibility for maintenance of and improvement of drainage. Provided further that no building shall be constructed on or within said "FLOODWAY RESERVE" nor shall any fill, change of grade, creation of channels or other work be carried on without the permission of the Sedgwick County Engineer and the Wichita-Valley Center Flood Control Office or their successors. Grantor s, their heirs or assigns, to fully use and enjoy the premises except for and subject to the right of the grantee for the purpose herein granted.

DATED THIS 21st DAY OF June, 1977.

Original Compared  
With Record

STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
JUN 23 1977

3 35537

NO. BETTE F. MCCART  
REGISTER OF DEEDS

PARTY OF THE SECOND PART

Thurman W. Smith  
THURMAN W. SMITH

Judy A. Smith  
JUDY A. SMITH

D.H.





E Bridge

4'x4'x28' RCBC  
 DA=170Ac  
 E ≈ 1326.5

86.5'

Map No.: 4747  
Section No.: 19  
Twp. No.: 27  
Range: 1W

S/D No. \_\_\_\_\_

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: West Millbrook Estates 2nd

General Location: NE Corner 119th St West + Maple

Name of Property Owner: Jess Shade + Thurman Smith

Address: 900 West Central Phone: 722-4248

Name of Subdivider: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Agent/Surveyor: R. D. Taylor

Address: 1542 S. St. Francis Phone: 244-0341

Date of Application: 2-14-78

SUBDIVISION INFORMATION:

- Gross Acreage of Plat 160
- Number of Lots:
  - Residential ~~375~~ 376
  - Commercial 1
  - Industrial 6
  - Other \_\_\_\_\_Total Number of Lots ~~375~~ 377
- Minimum Lot Frontage 50 ft.
- Minimum Lot Area 10,000 ft.
- Existing Zoning ~~R-1~~ R-1
- Proposed Zoning A-2A + LC *Association*
- Lineal Feet of New Streets:
  - a. 50 R/W 5230 ft.
  - b. 70 R/W 3910 ft.
  - c. 14 R/W 17120 ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.TOTAL 26,400 ft.
- Sidewalk adjacent to all streets? yes  no
- Public Water Supply Yes (Yes-No), Name City of Wichita
- Public Sanitary Sewers Yes (Yes-No), Name City of Wichita
- Health Department Approval (where applicable) No (Yes-No)
- City of Wichita Three-Mile Area  
*(owner has requested annexation)*

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: Jess Shade  
Thurman Smith

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

Received by LO.  
Date 2-14-78  
Fee Submitted none  
(Sketch)