

PLAT NO. S/D 78-129 MAP NO. 5149
NAME WESTWOOD VILLAGE ADDITION

LOCATION: Between 13th St. North & I-235;
in an area west of Zoo Blvd.

ENGINEER Van Doren-Hazard-Stallings

OWNER Thurman and Judy Smith, et al

APPLICATION FILED 11-17-78

SKETCH PLAT FILED

PRELIMINARY FILED 11-17-78

S/D ACTION 11-30-78 *approve*

FINAL FILED 6-18-79

S/D ACTION 6-28-79 *approve*

MAPC ACTION 7-5-79 *Approved*

BCC ACTION 9-11-79 *Approved*

RECORDED 12-27-79

REMARKS ~~Associates~~ & DP-64

S/D 78-129 - WESTWOOD VILLAGE ADD.
Between 13th St. and I-235, in an
area West of Zoo Blvd., Van Doren-
Hazard-Stallings.

2

POSTED
11-22-78

ACTION

DATE

S/D COMMITTEE (Prelim) approved 11-30-78
S/D (Final) approved 6-28-79

M.A.P.C. Approved 7-5-79

B.C.C./B.C.C. Approved 9-11-79

Petition for drainage
improvements was
submitted to Mike
Lundebak 11-16-79.

11-21-79 Mike said the
plat could now be
recorded.

Authorized the recording
of the plat 11-21-79.
(Sengston has the plat)

11-26-79 Sengston
furnished 9 copies of
the plat as submitted for recording

November 21, 1979

Donald C. Gisick, City Clerk
Louise Olivarez, Senior Planner

Recording of Maintenance Covenant associated with
Westwood Village Addition

On September 11, 1979, the City Commission approved the plat of Westwood Village Addition subject to the platators submitting a guarantee for drainage improvements and a Homeowners Association (or Maintenance Covenant) which would provide for the continued maintenance of the open drainage areas within the plat.

A petition for drainage improvements was recently submitted to the City Engineer's office and the maintenance covenants were submitted to your office. I am transmitting to you with this memo the original signed Covenants of Maintenance of the Westwood Village Addition.

Please have these covenants recorded with the Register of Deeds and bill the recording fee to:

Sheffield Place, Inc.
1901 W. 13th Street
Wichita, Kansas 67203

Please call if you have any questions regarding this matter.

Sincerely,

Louise Olivarez
Senior Planner

LO:hh

*Original received
10-4-79*

COVENANTS OF MAINTENANCE OF THE WESTWOOD VILLAGE
ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY,
KANSAS

These Covenants Made this 18th day of September,
1979, by the undersigned, who are the owners of
all of the following described real property,
to-wit:

WESTWOOD VILLAGE ADDITION TO
WICHITA, SEDGWICK COUNTY,
KANSAS.

The undersigned does hereby declare, fix and
establish these covenants upon the above described
real property and all part, portion thereof and
interest therein, shall be held, used or occupied
subject to such covenants. The purpose of such
covenant being to establish a perpetual maintenance
for the areas designated as reserves in the plat
of the above described real property and such
covenants are hereby imposed upon such property,
to-wit:

ARTICLE 1

ASSOCIATION

There has been established a non-profit Kansas
Corporation known as the Westwood Village Home-
owners Association. Such non-profit corporation
is hereinafter referred to as the Association.

The Association shall maintain all of the reserve
areas designated as "Reserves" in the plat of
the above described real property which has here-
tofore been filed in the office of the Register of
Deeds of Sedgwick County, Kansas. By maintenance
is meant the landscaping, care, mowing, cleaning
and general maintenance of the above described
areas and shall engage and pay for all labor and
material as may be reasonably necessary for the
above described duties.

By Owners in these covenants shall mean the owner
of a residential site within the above described
real property. Each owner shall be a member of
the Association. Each owner shall pay to the
Association the assessments which shall be
established by the Association for the maintenance,
care and improvement of such Reserve areas as above
set out. Each residence site within such property
shall be subject to a lien to secure payment of
the assessments established against it. All general
assessments shall be made against each owner on
an equal basis except as hereinafter provided.
Each new owner shall pay an original charge of
\$ _____ to the Association to be used as an
operating fund for the Association.

The Association may from time to time, at a regular
or special meeting called upon written notice to
establish a special assessment to be levied against
each residence site for the maintenance and care
as aforesaid of the said Reserve areas designated
in the plat. Any special assessment so levied
shall become a lien against each individual residence
and residence site in the same manner otherwise
provided for mechanic's liens. Any special assess-

ment shall be payable in full on the first day of the calendar month next following the dates that the same shall be established by the Association. Upon the establishment of the same the Association shall notify each owner of each residence site of the amount of such assessment.

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 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 assessment, cause penalties and interest for the payment of expenses and costs of carrying out the duties of the Association as herein set out and as established in the Articles of Incorporation and By-Laws of the Association.

Thirty (30) days after any special assessments 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.

At any time after general or special charge and assessments against any residence site have become a lien and delinquent the Association may record a notice of delinquency as to each 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 that such notice shall be signed or acknowledged by an officer of the Association.

Upon payment or other satisfaction of said assessment, interest, penalties and costs in connection with such notice has been recorded the Association shall record a further notice stating the satisfaction and release of the lien thereof.

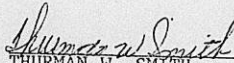
Each lien established pursuant to the provision of this declaration by the recording of a notice of delinquency as hereinabove provided may be foreclosed as by the laws of the State of Kansas applicable to the foreclosure of mechanic's liens.

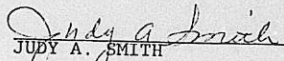
Each and every assessment and lien together with any costs, penalties and interest, reserved under this declaration, shall be subordinate to any valid bona fide mortgage (and a lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any owner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

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.

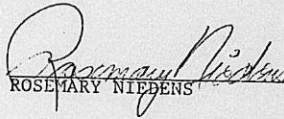
It is further covenanted and agreed by the Association and by the undersigned that in the event that such Association shall fail or refuse to exercise its powers or duties hereunder that the City of Wichita shall after thirty (30) days notice to such Association, given in writing to any of its officers, have the power to cause such reserve areas to be properly maintained and shall have the power to assess the costs of the same against the residence sites within the area and to collect the same as hereinabove set out.

IN WITNESS WHEREOF, the undersigned have hereunto caused this Declaration of Covenants to be executed this _____ day of _____, 1979.


THURMAN W. SMITH


JUDY A. SMITH


DENNIS NIEDENS


ROSEMARY NIEDENS

SHEFFIELD PLACE, INC.


By C. BILL BACHMAN, President

THE STATE BANK OF COLWICH,
Colwich, Kansas

By 
C. A. Stellantrop, Vice Pres.
Mortgagee

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

The foregoing instrument was acknowledged before me this 12th day of September, 1979, by Thurman W. Smith and Judy A. Smith, husband and wife.

G. W. Willcutt
Notary Public

My Comm./Appt. Expires:

3-6-82

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

The foregoing instrument was acknowledged before me this 13th day of September, 1979, by Dennis Niedens and Rosemary Niedens, husband and wife.

G. W. Willcutt
Notary Public

My Comm./Appt. Expires:

3-6-82

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

The foregoing instrument was acknowledged before me this 11th day of September, 1979, by C. BILL BACHMAN, President of Sheffield Place, Inc., on behalf of the corporation.

G. W. Willcutt
Notary Public

My Comm./Appt. Expires:

3-6-82

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

The foregoing instrument was acknowledged before me this 18th day of September, 1979, by C. J. Snellentrop, Vice President of THE STATE BANK OF COLWICH, Colwich, Kansas, on behalf of said banking institute.

Marlene Baier
Notary Public - Marlene Baier

My Comm./Appt. Expires:

June 22, 1983

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 78-129 Name Westwood Village
Application & Sketch Filed: 11-17-78
Preliminary Plat Filed: 11-17-78 Approved by S/D: 11-30-78
Final Plat Filed: 6-18-79 Approved by S/D: 6-28-79
Approved by Metropolitan Area Planning Commission: 7-5-79

DESCRIPTION

General Location: North side of 13th Street between I-235 and Zoo
Boulevard

Surveyor or Engineer: Van Doren-Hazard-Stallings
Owner: Sheffield Place, Inc.
Address: 1901 W. 13th Street

1. Gross Acreage of Plat <u>19.4</u>	6. Access Control
2. Number of Lots:	St. <u>13th</u> No. Openings <u>0</u>
Residential <u>35</u>	St. _____ No. Openings _____
Commercial _____	St. _____ No. Openings _____
Industrial _____	7. Req'd Improvements
Other _____	St. Paving <u>Yes</u> Water <u>Yes</u>
Total Number of Lots: <u>35</u>	Sidewalk <u>No</u> Drainage <u>Yes</u>
3. Minimum Lot Area: <u>7,500 sq. ft.</u>	Sewer <u>yes</u> Other _____
4. Existing Zoning <u>R-5 with C.U.P.</u>	
5. Special Problems Discussed <u>drainage</u>	

The following petitions have been submitted: Street paving-100%
Sanitary sewer - 96%
Water - 93% (of area assessable)

Appropriate notices have been sent to affected property owners. An avigational easement and restrictive covenant regarding noise have been submitted. A certificate certifying the petitions has been submitted.

Planning Commission Recommendation:

That this plat be approved subject to:

- A. The applicant shall submit a Homeowners Association which shall contain provisions for the maintenance of the reserve area.
- B. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Note: Although not a specific requirement by MAPC, the applicant should guarantee the storm water pump and force main which were inherent features of his drainage plan approved by City Engineering.

Bayouth moved, Cole seconded and it carried unanimously. Bell was absent.

ACTION: Receive and file the water engineering feasibility report, adopt the resolution of finding and the resolution ordering and directing the water system improvement; approve the petitions and instruct the Director of Law to prepare the necessary resolutions; instruct the City Clerk to record the certificate, avigational easement and restrictive covenant with the Register of Deeds; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign; instruct the Planning Department to withhold release of the plat until the Homeowners Association and drainage guarantee have been submitted.

CERTIFICATE

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

I, C. Bill Bachman, President of Sheffield Place, Inc., owner and plat-
tor of Westwood Village 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. Sanitary Sewer
2. Water
3. Paving
- 4.
- 5.
- 6.
- 7.

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

Signed this 29th day of August, 19 79.

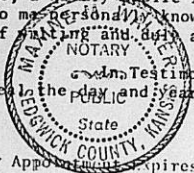
SHEFFIELD PLACE, INC.

C. Bill Bachman
C. Bill Bachman, President

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

Be it remembered that on this 29th day of August 19 79, before
me, a notary public in and for said County and State, came C. Bill Bachman
to me personally known to be the same person who executed the fore-going instrument
of acknowledgment and he 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.



Maxine M. Walker
Notary Public

My Appointment Expires: Sept 5, 1980

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that Sheffield Place, Inc., Thurman and Judy Smith, and Dennis and Rosemary Niedens

doe~~s~~ hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Westwood Village Addition to Wichita, Sedgwick County, Kansas.

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

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

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantors have signed these presents the day and year first written.

Sheffield Place, Inc.

C. Bill Bachman
C. Bill Bachman, President

Jerrold Feldman
Jerrold Feldman, Vice President

Joel M. Pollack
Joel M. Pollack, Vice President

Judy A. Smith
Judy A. Smith

Thurman W. Smith
Thurman W. Smith

Rosemary Niedens
Rosemary Niedens

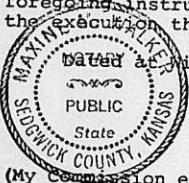
Dennis R. Niedens
Dennis R. Niedens

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid C. Bill Bachman, Jerrold Feldman and

Joel M. Pollack

to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.



Dated at Wichita, Kansas, this 29th day of August, 19 79.

Maxine M. Walker
Notary Public

(My Commission expires Sept. 5, 1980)

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and
State aforesaid Thurman W. Smith and Judy A. Smith

to me personally known to be the same person s _____ who executed the foregoing
instrument of writing and said person s _____ duly acknowledged the execution
thereof.



Dated at Wichita, Kansas, this 29th day of August, 1979

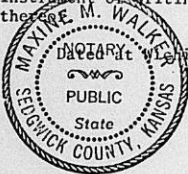
Maxine M. Walker
Notary Public

(My Commission expires Sept. 5, 1980)

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and
State aforesaid Dennis R. Niedens and Rosemary Niedens

to me personally known to be the same person s _____ who executed the foregoing
instrument of writing and said person s _____ duly acknowledged the execution
thereof.



Dated at Wichita, Kansas, this 29th day of August, 1979

Maxine M. Walker
Notary Public

(My Commission expires Sept. 5, 1980)

RESTRICTIVE COVENANT

RESTRICTIVE COVENANT AFFECTING Westwood Village ADDITION

THIS DECLARATION made this _____ day of _____ by
Sheffield Place, Inc., hereinafter called the Grantor.
Thurman and Judy Smith
Dennis and Rosemary Niedens

WITNESSETH


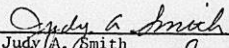
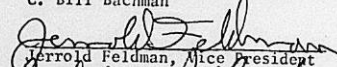
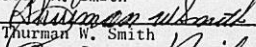
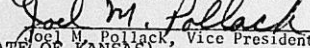
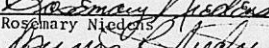
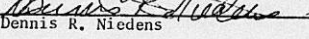
WHEREAS, Grantor is owner of Westwood Village
Addition to Wichita, Kansas, which property
is located near Wichita Midcontinent Airport and is accordingly
subject to considerable noise from the operation of aircraft, and

WHEREAS, the City of Wichita in connection with approval of
the plat of said addition considers it to be in the public interest
to require any buildings constructed on said addition to be designed
and constructed giving proper consideration to noise pollution in
the area:

NOW THEREFORE, Grantor, hereby declares that Westwood Village
Addition, shall be and the same is subjected to the following
restrictive covenant, to-wit:

Any building constructed on the premises
shall be so designed and constructed as to
minimize noise pollution in any such struc-
ture, giving due consideration to the use
for which such structure is designed and
built. This covenant is for the benefit of
said property and shall run with the land
and shall inure to the benefit of and pass
with said property and shall apply to and
bind the successors in interest and any owner
thereof.

EXECUTED the day and year first above written.

<u>Sheffield Place, Inc.</u>  C. Bill Bachman	 Judy A. Smith
 Jerrold Feldman, Vice President	 Thurman W. Smith
 Joel M. Pollack, Vice President	 Rosemary Niedens
STATE OF KANSAS SEDGWICK COUNTY) SS	 Dennis R. Niedens

Personally appeared before me a notary public in and for the
County and State aforesaid C. Bill Bachman, Jerrold Feldman and

Joel M. Pollack

to me personally known to be the same persons who executed the
foregoing instrument of writing and said persons duly acknowledged
the execution thereof.



Dated at Wichita, Kansas, this 29th day of August, 19 79.

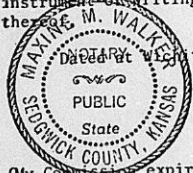
Maxine M. Walker
Notary Public

(My Commission expires Sept. 5, 1980)

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and
State aforesaid Thurman W. Smith and Judy A. Smith

to me personally known to be the same persons _____ who executed the foregoing
instrument of writing and said persons _____ duly acknowledged the execution
thereof



Dated at Wichita, Kansas, this 29th day of August, 19 79.

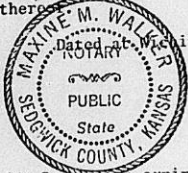
Maxine M. Walker
Notary Public

(My Commission expires Sept. 5, 1980)

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and
State aforesaid Dennis R. Niedens and Rosemary Niedens

to me personally known to be the same persons _____ who executed the foregoing
instrument of writing and said persons _____ duly acknowledged the execution
thereof



Dated at Wichita, Kansas, this 29th day of August, 19 79.

Maxine M. Walker
Notary Public

(My Commission expires Sept. 5, 1980)

LOUIS C

KANSAS DEPARTMENT OF TRANSPORTATION



O.D. TURNER, Secretary of Transportation

JOHN CARLIN, Governor

Box 769
Hutchinson, Kansas
July 27, 1979

Van Doren-Hazard-Stallings
250 Rockborough Building
260 North Rock Road
Wichita, Kansas 67206

Attention: Mr. Kenneth H. Bengtson, Partner

Gentlemen:

In response to your letter of July 9, 1979 and our telephone conversation of July 27th, this is to advise that we will honor the permission that was originally granted for plat drainage on the parcel of land adjacent to the south and east of Zoo Boulevard and I-235.

Our only request, again, is that the contractor for the developer must request and obtain a state permit to allow work upon our state right-of-way.

Very truly yours,

M. G. SEIBEL, P.E.
DISTRICT ENGINEER

Milton S. Fry (tel)

BY: MILTON S. FRY, P.E.
DIST. MAINTENANCE ENGINEER

MSF:s1

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

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

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

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

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

Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) 267-8371

CHICAGO TITLE INSURANCE COMPANY

Alvin W. Long
President.

ATTEST:

Chester C. McCullough
Secretary.

David C. P. [Signature]
Authorized Signatory



SCHEDULE A

Number
278269

Effective Date
June 22, 1979 @ 7:00 A. M.

1. Owners Policy to be issued: ALTA Form B - 1970
Proposed Insured: (Amended 10-17-70) Amount: Unknown

Metropolitan Area Planning Department

Loan Policy to be issued: ALTA Form 1970
Proposed Insured: (Amended 10-17-70) Amount:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

(See Added Page)

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

Lot 1, Westwood Lake Estates, Wichita, Sedgwick County, Kansas.

ADDED

FORM 3147R-4-67

(Schedule A continued)

Policy Number _____ Owners

Policy Number _____ Leon

Sheffield Place, Inc. as to:

Lot 1, Westwood Lake Estates, Wichita, Sedgwick County, Kansas, except beginning at the Southwest Corner thereof; thence North along the West line of Lot 1 and extended 435.6 feet; thence East parallel with the South line of said Lot 1, 400 feet to a point 500 feet West of the East line of said Lot 1; thence North parallel with the East line of said Lot 1; 406.94 feet to the North line of said Lot 1; thence North-easterly along the North line of said Lot 1 to the Northeast Corner thereof; thence South to the Southeast Corner of said Lot 1; thence West 900 feet to the point of beginning.

Dennis Niedens and Rosemary Niedens, husband and wife, as to:

Beginning at the Southwest Corner of Lot 1, Westwood Lake Estates, Wichita, Sedgwick County, Kansas; thence North along the West line of said Lot 1 and extended 435.6 feet; thence East parallel with the South line of said Lot 1, 400 feet, thence South parallel with the West line of said Lot 1, 435.6 feet to the South line of said Lot 1; thence West 400 feet to beginning.

Thurman W. Smith and Judy A. Smith as to the remainder of captioned property.

ADDED

(Schedule A continued)

FORM 3147R-4-67

Policy Number _____

Owners

Policy Number _____

Loan

Sheffield Place, Inc. as to:

Lot 1, Westwood Lake Estates, Wichita, Sedgwick County, Kansas, except beginning at the Southwest Corner thereof; thence North along the West line of Lot 1 and extended 435.6 feet; thence East parallel with the South line of said Lot 1, 400 feet to a point 500 feet West of the East line of said Lot 1; thence North parallel with the East line of said Lot 1; 406.94 feet to the North line of said Lot 1; thence North-easterly along the North line of said Lot 1 to the Northeast Corner thereof; thence South to the Southeast Corner of said Lot 1; thence West 900 feet to the point of beginning.

Dennis Niedens and Rosemary Niedens, husband and wife, as to:

Beginning at the Southwest Corner of Lot 1, Westwood Lake Estates, Wichita, Sedgwick County, Kansas; thence North along the West line of said Lot 1 and extended 435.6 feet; thence East parallel with the South line of said Lot 1, 400 feet, thence South parallel with the West line of said Lot 1, 435.6 feet to the South line of said Lot 1; thence West 400 feet to beginning.

Thurman W. Smith and Judy A. Smith as to the remainder of captioned property.

SCHEDULE B

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the deeds and/or mortgages, the form and execution of which is satisfactory to the Company, the policy or policies will be issued containing exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
Year 1978 Taxes \$393.66 + Not Paid. Key #D-31052.
Year 1978 Taxes \$129.85 + Not Paid. Key #D-31052-1.
9. Building setback lines as shown on the diagram of the recorded plat of said subdivision over the Southerly 25 feet of subject property.
10. Utility easement established by the recorded plat of said subdivision being 10 feet in width along the Westerly line of subject property.
11. Legal effects and consequences of the following grant appearing on the recorded plat of captioned addition: "All abutter's rights of access to or from Thirteenth Street over and across the South line of Lot 1, are hereby granted to the City of Wichita, provided, however, that Lot 1, shall have access to Thirteenth Street at 4 locations to be designated by the City Engineer of the City of Wichita, Kansas."
12. Avigational easement for air traffic in and around subject property as granted to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, by the instrument recorded on Film 126, Page 334.
13. Covenants and restrictions contained on Film 126, Page 330, and on Film 165, Page 773.
14. It is noted for informational purposes only and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for street and sidewalks, notice of which is set forth by Resolutions, on Film 128, Page 912, and Film 128, Page 893.

CONDITIONS AND STIPULATIONS

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

NAVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

June 18, 1974

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that ~~XXXXXXXXXXXXXXXXXXXX~~ Thurman W. Smith and Judy A. Smith, his wife, owners & platters of Westwood Lake Estates does hereby grant a permanent Navigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Lot 1, Westwood Lake Estates, Wichita, Sedgwick County, Kansas

Received by Board of Commissioners
this DEC 16 1974

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

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

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantors have signed these presents the day and year first written.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
11:22 P.M.
DEC 18 1974
2
16423
JOHN HALE
Notary of State
Wichita, Kansas

Thurman W. Smith
Thurman W. Smith
Judy A. Smith
Judy A. Smith

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid Thurman W. Smith and Judy A. Smith, his wife, owners & platters of Westwood Lake Estates

to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 18th day of June, 1974.



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

Commission expires May 8, 1977

City Clerk from 4 City Clerk

July 5, 1979

Van Doren-Hazard-Stallings
260 N. Rock Rd., #250
Wichita, Ks. 67206

re: S/D 78-129 - Final plat of Westwood Village Addition

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, July 5, 1979, 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 June 29, 1979.

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:

- 8-30 1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 8-29 2. 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.
- 8-29 3. Certification that all taxes due and payable for 1978 and prior years have been paid.

Please call if you have any questions.

Very truly yours,

Jack H. Galbraith
Chief Planner

JHG:bh

cc: Thurman and Judy Smith, 11216 W. Maple, 67209
Dennis Niedens, 2823 Wilmohr, 67233
Terral L. Wittgow, 5001 W. 13th, 67212
Dean Sellers, Assistant City Engineer

June 29, 1979

Van Doren-Hazard-Stallings
260 N. Rock Road
Suite 250
Wichita, Ks. 67206

Re: S/D 78-129 - Final plat of Westwood Village Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 28, 1979, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- 10-4-79
Forwarded to
P.C.C.*

A. The applicant shall submit to the Planning Department for recording with the plat a Homeowners Association Agreement which shall contain provisions for the maintenance of the reserve area.
- 8-30-79*

B. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in any habitable structures constructed on subject property.
- petition*

C. The applicant shall guarantee the extension of sanitary sewer to serve all lots. *94%*
- petition*

D. The applicant shall guarantee the extension of City water to serve all lots. *60% owners
73% land*
- petition*

E. The applicant shall guarantee the paving of all interior streets. *100%*
- petition*

F. The access control notation in the platters' text does not correspond to the access control notations on the face of the plat. It is recommended that complete access control to 13th Street from all lots be granted.

Van Doren Hazard-Stallings
Page 2
June 29, 1979

- G. The C.U.P. states that a sidewalk plan will be submitted at the time of platting. However, since the new sidewalk policy requires sidewalks only on arterials and one side of a collector, it is recommended that no interior sidewalks be required on this plat. Furthermore, it is recommended that the sidewalk on 13th Street, a collector, be installed on the south side of the street.
- H. The Department of Public Works has advised that the following proposed street name changes should be made: Anna Street should be changed to Anna Circle; Smith Street should be changed to Smith Circle; and Smith Circle, as it is presently shown on the plat, should be changed to Smith Court.
- I. The applicant shall obtain a new letter from the State Highway Department accepting drainage waters from this plat.
- J. The "drainage and utility easements" as noted on the plat shall be separated. 11-27-79 one easmt was reversed, one was not
- K. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, July 5, 1979, at 1:30 p.m. If you have any questions regarding this matter, please call.

Sincerely,

Louise Olivarez
Senior Planner

LO:bb

cc: Thurman and Judy Smith, 11216 W. Maple, 67209
Dennis Niedens, 2823 Wilmoehr, 67233
Terral L. Wittgow, 5001 W. 13th, 67212
Dean Sellers, Assistant City Engineer

June 22, 1979

Mr. Terral L. Wittgow
5001 W. 13th Street
Wichita, Kansas 67212

Re: S/D 78-129: Final plat of Westwood Village Addition

Dear Mr. Wittgow:

On March 15, 1979, when the Metropolitan Area Planning Commission considered the community unit plan of Westwood Lake (north of 13th Street west of Presbyterian Manor), you were present and expressed some concern about the drainage in the area. You also asked to be notified when the plat on that property was to be scheduled for Subdivision Committee review.

This letter is to advise you that the plat has been scheduled for consideration by the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, June 28, 1979. The enclosed agenda gives the time and place of that meeting. This item is number 14 on the agenda.

If you have any questions regarding this matter, please call me at 268-4421.

Sincerely,

Louise Olivarez
Senior Planner

Enclosure

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 78-129 Name Westwood Village Addition
Date Application Rec'd. 11-17-78 (formerly Westwood Lake Estates 2nd Addition)
Preliminary Approval 11-30-78
Scheduled S/D Meeting 6-28-79

DESCRIPTION

General Location Between 13th Street and I-235 in an area west of Zoo Blvd.

Owner Sheffield Place, Inc., et. al.

Surveyor/Engineer Van Doren-Hazard-Stallings

Address 260 N. Rock Road

Phone 686-7303

- | | |
|---|--|
| 1. Gross Acreage of Plat <u>19.4</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>64</u> R/W <u>2030</u> ft. |
| Residential <u>35</u> | b. <u> </u> R/W <u> </u> ft. |
| Commercial <u> </u> | c. <u> </u> R/W <u> </u> ft. |
| Industrial <u> </u> | d. <u> </u> R/W <u> </u> ft. |
| Other <u> </u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots <u>35</u> | TOTAL <u>2030</u> ft. |
| 3. Minimum Lot Frontage <u>60</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>7,500 sq.</u> ft. | streets? <u>yes</u> <u>no</u> |
| 5. Existing Zoning <u>R-5</u> | |
| 6. Proposed Zoning <u>R-5 with C.U.P. (DP-64)</u> | |
| 9. Public Water Supplies <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) <u> </u> N.A. (Yes-No) | |
| 12. City of Wichita <u>X</u> : Three-Mile Area <u> </u> | |

STAFF COMMENTS:

- A. The applicant's drainage plan has been submitted to the City Engineer's office and has been given tentative approval. The City Engineer's representative shall be prepared to comment on what drainage guarantees, if any, will be needed and whether or not a new letter from the State Highway Department accepting drainage waters from this plat will be required.
- B. The applicant shall submit to the Planning Department for recording with the plat a Homeowners Association Agreement which shall contain provisions for the maintenance of the reserve area.
- C. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in any habitable structures constructed on subject property.
- D. The applicant shall guarantee the extension of sanitary sewer to serve all lots.
- F. The applicant shall guarantee the paving of all interior streets.
- G. The City Engineer's representative shall the prepared to comment on the need for a paving guarantee on 13th Street.

Over

- H. The access control notation in the plattors' text does not correspond to the access control notations on the face of the plat. It is recommended that complete access control to 13th Street from all lots be granted.
- I. The C.U.P. states that a sidewalk plan will be submitted at the time of platting. However, since the new sidewalk policy requires sidewalks only on arterials and one side of a collector, it is recommended that no interior sidewalks be required on this plat. Furthermore, it is recommended that the sidewalk on 13th Street, a collector, be installed on the south side of the street.
- J. The Department of Public Works has advised that the following proposed street name changes should be made: Anna Street should be changed to Anna Circle; Smith Street should be changed to Smith Circle; and Smith Circle, as it is presently shown on the plat, should be changed to Smith Court.
- K. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Map No.: 5149
Section No.: 11
Twp. No.: 27
Range: 1W

REVISED APPLICATION
(For Information Purposes)

S/D No. 78-129

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Westwood Village Addition (formerly Westwood Lakes Estate, Second)

General Location: West 13th: north of Anna & Smith Streets, south of I-235
Between 13th Street and I-235 in an area west of Zoo Blvd.

Name of Property Owner: Sheffield Place, Inc (additional owners attached)

Address: 1901 W. 13th St. 67203 Phone: 262-1169

Name of Subdivider: Sheffield Place, Inc.

Address: 1901 W. 13th St. 67203 Phone: 262-1169

Name of Agent/Surveyor: Van Doren-Hazard-Stallings

Address: 260 N. Rock Road, 67206 Phone: 686-7303

Date of Application: Revised Application : 6/18/79

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 19.4
2. Number of Lots:
 - Residential 35
 - Commercial _____
 - Industrial _____
 - Other _____
3. Minimum Lot Frontage 60 ft.
4. Minimum Lot Area 7500 ft.
5. Existing Zoning R-5
6. Proposed Zoning DP-64
7. Lineal Feet of New Streets:
 - a. 64 R/W 2030 ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 2030 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply yes (Yes-No), Name _____
10. Public Sanitary Sewers yes (Yes-No), Name _____
11. Health Department Approval (where applicable) _____ (Yes-No)
12. City of Wichita Three-Mile Area

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

Owner's Signature: see original application

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

Received by Z.O.
Date 6-18-79
Fee Submitted already submitted

Additional Property Owners: Thurman & Judy Smith
11216 W. Maple
Wichita, Kansas

Dennis Niedens
2823 Wilmoehr
Wichita, Kansas

WICHITA-SEDGWICK COUNTY

DATE
March 22, 1979

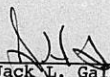
METROPOLITAN AREA PLANNING DEPARTMENT

TO Curtis Newby and Louis Olivarea, Junior Planners
FROM Jack H. Galbraith, Chief Planner
SUBJECT DP 64 - Zoo Boulevard CUP

At last week's Planning Commission Meeting on March 15, 1979, there were several people speaking in concern of drainage and the paving of 13th associated with the above C.U.P. They wanted the street paved.

Specifically, when the replat is filed and scheduled for consideration, make sure the following person is notified of the Subdivision Committee meeting and that he receives any follow-up correspondence:

Terral L. Wittgow
5001 W. 13th
Wichita, Kansas 67212



Jack L. Galbraith
Chief Planner

JHG:bh

Van Doren-Hazard-Stallings
260 N. Rock Rd., Suite 250
Wichita, Kansas 67206

Re: S/D 78-129 - Preliminary plat of Westwood Lakes Estates
Second Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, November 30, 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. No final plat shall be submitted until the applicant has requested in writing, approval of an administrative interpretation that the proposed development is within the guidelines of the approved Residential Community Unit Plan, DP-64. *an amendment to the C.U.P. was approved by P.C.C. 4-17-79*
- B. The applicant's engineer shall contact Kansas Gas and Electric Company and Southwest Bell Telephone Company relative to the location for utility easements which shall be indicated on the final plat when submitted.
- C. Since the "R-5" zoning district requires 5,000 square feet per unit for duplexes, but only 3,500 square feet per unit for triplexes, four-plexes, etc., it is recommended that the lot sizes be adjusted to provide more appropriate sizes for the type of units which are proposed. (For example, a 9,900 square foot lot could have only one unit while a 10,500 square foot lot could have 3 units).
- D. The applicant shall submit a drainage plan to the City Engineer's office for review and approval prior to the submission of a final plat. Any drainage improvements required by the platting of this property shall be guaranteed by the applicant.
- E. The applicant shall submit a Homeowners Association Agreement which shall contain provisions for the maintenance of the "floodway" area of the plat.

- F. It is recommended that 64 foot streets be platted because it would not be possible to provide the off-street parking spaces which would be required for each dwelling unit if the 58-foot streets are allowed.
- G. The applicant shall guarantee the paving of all interior streets and shall petition for the paving of 13th Street.
- H. The plat should be modified to eliminate the one street crossing the lake and reversing 13th Street Court to eliminate some double frontage lots if possible.
- I. The applicant shall guarantee the extension of sanitary sewer to serve all lots.
- J. The applicant shall guarantee the extension of City Water to serve all lots.
- K. The Department of Public Works' representative shall be prepared to comment on the street names.
- L. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in any habitable structures constructed on subject property.
- M. Sidewalks will be required adjacent to the north side of 13th Street and 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.
- N. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- O. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

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

Sincerely,

Curtis L. Newby
Junior Planner

CLN:bh

Van Doren-Hazard-Stallings
Page 3 -12-4-78

cc: Thurman and Judy Smith, 11216 W. Maple, 67209
Sheffield Place, Inc., 1901 W. 13th, 67203
Dean Sellers, Assistant City Engineer

SUBDIVISION REPORT

S/D NO. S/D 78-129 Name Westwood Lake Estates Second Addition
 Date Application Rec'd. 11-17-78 Preliminary Approval _____
 Scheduled S/D Meeting 11-30-78

DESCRIPTION

General Location Between 13th St. North and I-235, West of Anna

Owner Thurman and Judy Smith
 Surveyor/Engineer Van Doren-Hazard-Stallings
 Address 260 N. Rock Rd., Suite 250, Wichita, Ks. 67205 Phone 686-7303

- | | | | |
|---|---|-----------------------------------|-----------------|
| 1. Gross Acreage of Plat | <u>20</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>58'</u> R/W <u>2670</u> ft. | |
| Residential | <u>49</u> | b. _____ R/W _____ ft. | |
| Commercial | _____ | c. _____ R/W _____ ft. | |
| Industrial | _____ | d. _____ R/W _____ ft. | |
| Other | _____ | e. _____ R/W _____ ft. | |
| Total Number of Lots | <u>49</u> | TOTAL | <u>2670</u> ft. |
| 3. Minimum Lot Frontage | <u>60</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>7500</u> square ft. | streets? _____ yes _____ no | |
| 5. Existing Zoning | <u>R-5</u> | | |
| 6. Proposed Zoning | <u>R-5 (Z-1602 and DP-64</u> | | |
| 9. Public Water Supply | <u>Yes (Yes-No)</u> , Name <u>City of Wichita</u> | | |
| 10. Public Sanitary Sewers | <u>Yes (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:

- A. There is a residential community unit plan for this property DP-64) which was approved in 1974 for multiple family dwelling not to exceed 150 units. The intention at that time was to develop townhouse type units on one large lot. Since the applicant is now dividing the property into individual lots for sale, it is recommended that the applicant request the official removal of the C.U.P.
- B. Since the "R-5" zoning district requires 5,000 square feet per unit for duplexes, but only 3,500 square feet per unit for triplexes, four-plexes, etc., it is recommended that the lot sizes be adjusted to provide more appropriate sizes for the type of units which are proposed. (For example, a 9,900 square foot lot could have only one unit while a 10,500 square foot lot could have 3 units).
- C. The applicant shall submit a drainage plan to the City Engineer's office for review and approval prior to the submission of a final plat. Any drainage improvements required by the platting of this property shall be guaranteed by the applicant.
- D. The applicant shall submit a Homeowners Association Agreement which shall contain provisions for the maintenance of the "floodway" area of the plat.
- E. It is recommended that 64 foot streets be platted because it would not be possible to provide the off-street parking spaces which would be required for each dwelling unit if the 58-foot streets are allowed.
- F. The applicant shall guarantee the paving of all interior streets and shall petition for the paving of 13th Street.

T9-303

(over)

- G. The applicant shall guarantee the extension of sanitary sewer to serve all lots.
- H. The applicant shall guarantee the extension of City water to serve all lots.
- I. The Department of Public Works' representative shall be prepared to comment on the street names.
- J. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that effects of noise pollution in any habitable structures constructed on subject property.
- K. Sidewalks will be required adjacent to the north side of 13th Street and 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.
- L. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- M. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Map No.: 514A
Section No.: 11
Twp. No.: 27
Range: 1W

S/D No. 78-129

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Westwood Lake Estates Second Addition
Between 13th St North + 1-235, west of Anna
General Location: West 13th - north of Anna and Smith Streets, south of I-235
NAME OF PROPERTY OWNER: Thurman and Judy Smith
ADDRESS: 11216 W. Maple PHONE: 722-8317
Name of Property Owner: Sheffield Place Inc.
Address: 1901 W. 13th Street Phone: 262-1169
Name of Subdivider: Sheffield Place Inc.
Address: 1901 W. 13th Street Phone: 262-1169
Name of Agent/Surveyor: Van Doren-Hazard-Stallings
Address: 260 N. Rock Road Suite 250, Wichita, Ks. Phone: 686-7303
Date of Application: November 17, 1978

SUBDIVISION INFORMATION:

- | | |
|---|---|
| 1. Gross Acreage of Plat <u>20</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>58'</u> R/W <u>2670</u> ft. |
| Residential <u>49</u> | b. <u> </u> R/W <u> </u> ft. |
| Commercial <u> </u> | c. <u> </u> R/W <u> </u> ft. |
| Industrial <u> </u> | d. <u> </u> R/W <u> </u> ft. |
| Other <u> </u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots <u>49</u> | TOTAL <u>2670</u> ft. |
| 3. Minimum Lot Frontage <u>60</u> ft. | 8. Sidewalk adjacent to all streets? <u> </u> yes <u> </u> no |
| 4. Minimum Lot Area <u>7500</u> sq. ft. | |
| 5. Existing Zoning <u>R-5</u> | |
| 6. Proposed Zoning <u>R-5 (2-1602; DP-64)</u> | |
| 9. Public Water Supply <u> </u> (Yes XXXX , Name <u>City of Wichita</u>) | |
| 10. Public Sanitary Sewers <u> </u> (Yes XXXX , Name <u>City of Wichita</u>) | |
| 11. Health Department Approval (where applicable) <u> </u> (Yes-No) | |
| 12. City of Wichita <u>X</u> Three-Mile Area | |

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: Sheffield Place Inc
per Gerald Selmon, V. Pres.

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

Received by Gert Newby
Date 11-17-78
Fee Submitted \$194

FORM 29-02

PAYMENT NOTICE
City of Wichita

Bldg.	Use of Str.	Code Bks	Copies
Elec	Elev. Insp.	Hse Moving	Lic.
Mech	Boiler Insp.	Pav. Cuts	Cert.
Plbg	Exam Fees	Sewer	Elev.
Signs	Plan Rev. (P.W.)	Cement	M.S.P.
	Planning		

DESCRIPTION	AMOUNT

NAME

ADDRESS

FUND

DUE DATE

COMMENTS

DATE

BY

THE CITY OF WICHITA

OFFICE OF Industrial Development

DATE February 20, 1980

Office of the City Manager	
<input checked="" type="checkbox"/> LH	<input type="checkbox"/> rIP
<input checked="" type="checkbox"/> R	<input type="checkbox"/> SH
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Copies To	
<input type="checkbox"/> Send To	
<input type="checkbox"/> File	

FEB 21 1980

Louise

TO E. H. Denton, City Manager

FROM Karl J. Kennedy, Industrial Analyst

SUBJECT Request for Initiation of
Public Improvements -
Westwood Village Addition

Mr. Dennis R. Niedens of Prairie Homes, Inc. has been working with various City of Wichita departments relative to the Development Policy for Public Improvements. As of February 15, 1980 all requirements have been satisfied under AR31 Revised to initiate public improvements in the development project entitled Westwood Village Addition.

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

1. An "Assignment of Sales Agreements" assigning two certain sales agreements to the City of Wichita and which lists the public improvements petitioned.
2. A "Listing of Sales Agreements" which lists 8 building lots to be pledged to the City.
3. Two "Real Estate Purchase Contracts" for 8 building lots which represents an average of 47 percent of the addition benefitting from the petitioned public improvements.
4. A check payable to the City of Wichita in the amount of \$8,400.00 which represents 10 percent of the purchase price of the 8 lots pledged as security for the petitioned public improvements.

The Department of Housing and Economic Development staff has reviewed the above listed documents and has verified the percentage 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.

RECEIVED

FEB 25 1980

METROPOLITAN PLANNING

ROUTE

[Signature]

E. H. Denton, City Manager
Page 2

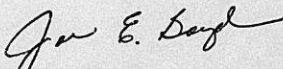
February 20, 1980

It is requested that the petitioned public improvements be implemented.



Karl J. Kennedy
Industrial Analyst

APPROVED:



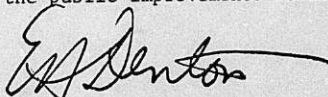
Joe E. Boyd
Economic/Industrial Development
Officer

KJK:mw

Attachments

cc: Russell Brenner, Director of Administration
Ray Bruggeman, Director of Public Works
Robert Lakin, Director of Planning
John Wynkoop, Director of Water and Water Pollution Control
Don Gisick, City Clerk
Ralph Klose, City Treasurer
Dean Sellers, Acting City Engineer

The Director of Public Works and the Director of Water and Water Pollution Control are hereby directed to install the public improvements itemized for this project.



E. H. Denton, City Manager

DATE: February 14, 1980

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that PRAIRIE HOMES INC. the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) Two 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 eight thousand four hundred and no/100 dollars (\$8,400.00) 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 forty-seven percent (47.0 %) of the properties to be benefitted by the following public improvements:

Smith Circle and Smith Ct.	147,000	472-76-245-80892-000-000-001
Sanitary Lateral 219 Main 5	215,000	468-76-245-80174-000-000-001
Floodwater Detention Reservoir	128,000	
Water	74,200	587-80-925-80634-000-000-001

(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.

Prairie Homes, Inc.
Donna Middleton Pres

STATE OF KANSAS)SS
SEDGWICK COUNTY)

Sworn to and subscribed before me this 14th day of February, 1980.



Donna M. Middleton
Notary Public

My Commission Expires November 3, 1983

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

LISTING OF SALES AGREEMENTS
in Westwood Village Subdivision

a. Lot 1 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$5,000.00
d. Down Payment Assigned \$ 500.00

a. Lot 2 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$5,000.00
d. Down Payment Assigned \$ 500.00

a. Lot 3 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$5,000.00
d. Down Payment Assigned \$ 500.00

a. Lot 4 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$5,000.00
d. Down Payment Assigned \$ 500.00

a. Lot 5 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$5,000.00
d. Down Payment Assigned \$ 500.00

a. Lot 6 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$24,000.00
d. Down Payment Assigned \$ 2,400.00

LISTING OF SALES AGREEMENTS
in Westwood Village Subdivision

a. Lot 1 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$5,000.00
d. Down Payment Assigned \$ 500.00

a. Lot 2 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$5,000.00
d. Down Payment Assigned \$ 500.00

a. Lot 3 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$5,000.00
d. Down Payment Assigned \$ 500.00

a. Lot 4 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$5,000.00
d. Down Payment Assigned \$ 500.00

a. Lot 5 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$5,000.00
d. Down Payment Assigned \$ 500.00

a. Lot 6 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$24,000.00
d. Down Payment Assigned \$ 2,400.00

LISTING OF SALES AGREEMENTS
in Westwood Village Subdivision

a. Lot 7 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$5,000.00
d. Down Payment Assigned \$ 500.00

a. Lot 15 Block 1
b. Purchaser Prairie Homes, Inc.
Address 900 N. Tyler Rd., Suite 8, Wichita, Ks. 67212
Telephone 722-8541
c. Contract Sales Price \$30,000.00
d. Down Payment Assigned \$ 3,000.00

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 _____

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 7th day of February, 1980 by and between Sheffield Place Ltd. party of the First Part, hereinafter referred to as "Seller," whether one or more, and Prairie Homes, Inc. 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: Lot 15, Blk 1 We Wood Village Addition

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 (\$30,000.00) Thirty thousand and 00/100 Dollars in manner following, to-wit: \$3,000.00 cash downpayment with contract. Balance of \$27,000.00 due no later than six months after completion of paving.

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

The Title Evidence shall be sent to Buyers choice 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 Sheffield Place Ltd. the sum of (\$5,000.00) Five thousand and 00/100 Dollars, earned 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 achievement 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 the property of the Seller and his Agent, not as a penalty but as 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 day of closing. Taxes shall be prorated for calendar year on the basis of taxes levied, or for prior year.

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 February 10, 1980

9. Possession to be given to Buyer on or before same

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. Buyer agrees to start construction no later than six months after completion of paving

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

Buyer: [Signature] Sheffield Place Ltd. Seller: [Signature] Seller

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 7th day of FEBRUARY, 1980 by and between DENNIS R. NIEDEN & OR ROSEMARY NIEDEN party of the First Part, hereinafter referred to as "Seller," whether one or more, and PRAIRIE HOMES, INC. 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:

- A) LOTS 1, 2, 3, 4, 5, 7 BLK 1 WESTWOOD VILLAGE
B) LOT 6 BLK 1 WESTWOOD VILLAGE

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 FIFTY-FOUR THOUSAND AND NO/100 Dollars

- A) 500.00 CASH DOWNPAYMENT ON EACH LOT. BALANCE OF EACH LOT DUE NO LATER THAN SIX MONTHS.
B) 2400.00 CASH DOWNPAYMENT. BALANCE DUE NO LATER THAN SIX MONTHS

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

The Title Evidence shall be sent to BUYERS CHOICE 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 SELLER the sum of FIVE THOUSAND FOUR HUNDRED AND NO/100 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 CLOSING. Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

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 FEB 10, 1980

9. Possession to be given to Buyer on or before SAME

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. BUYER AGREES TO START CONSTRUCTION NO LATER THAN SIX MONTHS AFTER COMPLETION OF PAIDING.

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

PRAIRIE HOMES, INC Dennis R. Nieden
Dennis R. Nieden, Pres Seller

the Daily Record

271 East Main
Wichita, Kansas 67214
Tel. 253-5177

AFFIDAVIT OF PUBLICATION

09091 Published in The Daily Record on Sept 21, 1979(11)

RESOLUTION

RESOLUTION AUTHORIZING IMPROVING OF SMITH CIRCLE FROM THE NORTH LINE OF 13TH ST. NORTH TO AND INCLUDING CUL-DE-SAC AND SMITH COURT FROM THE WEST LINE OF SMITH CIRCLE TO AND INCLUDING CUL-DE-SAC 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 IMPROVING SMITH CIRCLE FROM THE NORTH LINE OF 13TH ST. NORTH TO AND INCLUDING CUL-DE-SAC AND SMITH COURT FROM THE WEST LINE OF SMITH CIRCLE TO AND INCLUDING CUL-DE-SAC IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO WIT:

SECTION 1. That it is necessary and in the public interest to pave Smith Circle from the north line of 13th St. North to and including cul-de-sac and Smith Court

from the west line of Smith Circle to and including cul-de-sac in the City of Wichita, Kansas, as follows:

That said pavement between aforesaid limits be constructed for a width of 30 feet from gutter line to gutter line, cement combined curb and gutter to be 2 feet and 6 inches in width, making a total roadway of 36 feet; that said pavement shall consist of an asphaltic concrete base 6 inches in thickness, and an asphaltic concrete wearing surface 2 inches in thickness, composed of stone, sand, mineral filler, and asphalt. Drainage to be installed where necessary.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be One Hundred Forty-Four Thousand Dollars (\$144,000.00) payable by the improvement district, and Three Thousand Dollars (\$3,000.00) payable by the City of Wichita at large for intersections. Said estimated cost as above setforth is hereby increased at the pro-rata rate of 1% per month from and after the date of approval of this resolution.

SECTION 3. That the cost of said improvement, when ascertained, shall be assessed against the land lying within a benefit district described as follows:

Lots 1 through 13 inclusive, and Lots 15 through 23 inclusive, Block 1, Westwood Village Addition.

SECTION 4. The method of apportioning the cost of said improvement to the owners of land liable for assessment therefor shall be on a square foot basis except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be a direct assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral as defined in City of Wichita Ordinance No. 35-570 under the criteria established for "hardship deferral".

SECTION 6. 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 this Body for its approval.

SECTION 7. The advisability of the improvements setforth above is hereby established as authorized by K.S.A. 1974 Supp. 12-6401 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, this 16th day of September, 1979.

TONY CASARNO, Mayor
ATTEST (SEAL)
DALE E. REA, Deputy City Clerk

STATE OF KANSAS,
COUNTY OF SEDGWICK, SS:
Catherine Blakely

of lawful age
being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD, a newspaper printed and published in the State of Kansas, and of general circulation on a daily basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least fifty (50) times a year, and has been so published continuously and uninterruptedly 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 in 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 times as follows:

SEP 21 1979

- 1st _____
- 2nd _____
- 3rd _____
- 4th _____
- 5th _____
- 6th _____

Catherine Blakely
Business Manager

Subscribed and sworn to before me this 24th day of Sept 19 79

William V. Krause
Notary Public

My commission expires

NOV 29 1981

PUBLICATION FEES

\$ 15.57

83

WILLIAM V. KRAUSE
STATE NOTARY PUBLIC
Marion County, Kansas
My Appt. Exp. NOV 29 1981

the Daily Record

521 East Main
Wichita, Kansas 67214
316-261-5277

AFFIDAVIT OF PUBLICATION

00482 Published in The Daily Record On Sept 21, 1979

AMENDED RESOLUTION
AMENDED RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 219, MAIN 5, SANITARY SEWER #22 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 219, MAIN 5, SANITARY SEWER #22 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 219, Main 5, Sanitary Sewer #22 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 Fifteen Thousand Dollars (\$15,000.00) payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1% 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 and Blocks in Westwood Village Addition. Also an unplatted tract of land in the Southwest Quarter of Section 11 Township 27 South Range 1 West more fully described as beginning at the Southwest Corner of Lot 1, Block 1, Westwood Village Addition, thence North three hundred twenty-five (225) feet thence with a bearing of South eighty-nine (89) degrees thirty-five (35) minutes zero (00) seconds West a distance of one hundred (100) feet, thence South to the North line of 13th Street North, thence East along the north line of 13th Street North to point of beginning.

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 square foot basis. 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 payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral as defined in City of Wichita Ordinance No. 35-570 under the criteria established for "hardship deferral."

SECTION 6. 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 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 this Body for its approval.

SECTION 8. The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1974 Supp. 12-601 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 findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, this 18th day of September, 1979.
TONY CASACIO, Mayor
ATTEST (SEAL)
DALE E. REA, Dep. City Clerk

STATE OF KANSAS,
COUNTY OF SEDGWICK, SS:

Catherine Blakely, of lawful age being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD, a newspaper printed and published in the State of Kansas, and of general circulation on a daily basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least fifty (50) times a year, and has been so published continuously and uninterruptedly 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 in 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 time as follows:

SEP 21 1979

1st _____
2nd _____
3rd _____
4th _____
5th _____
6th _____

Catherine Blakely
Business Manager

Subscribed and sworn to before me this 24th day of Sept, 1979

William V. Krause
Notary Public

My commission expires NOV 29 1981

PUBLICATION FEES

\$ 14.63

78
WILLIAM V. KRAUSE
STATE NOTARY PUBLIC
Marion County, Kansas
My Appt. Exp. NOV 29 1981

the Daily Record

121 East Murdock
Wichita, Kansas 67214
W6283257

AFFADAVIT OF PUBLICATION

(06276 Published in The Daily Record on Dec. 21, 1979) 11

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF A FLOODWATER DETENTION RESERVOIR 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 A FLOODWATER DETENTION RESERVOIR IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct a Floodwater Detention Reservoir in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be One Hundred Twenty-Seven Thousand Dollars (\$127,000.00) payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 1/2 % per month from and after the date of approval of this resolution.

SECTION 3. That the cost of said improvement, when ascertained, shall be assessed against the land lying within a benefit district described as follows:

All of Westwood Village Addition, an addition to Wichita, Sedgwick County, Kansas except the reserve and except the South one hundred (100) feet of the plat. SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a square foot basis. 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 payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral as defined in City of Wichita Ordinance No. 35-570 under the criteria established for "hardship deferral".

SECTION 6. 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 this Body for its approval.

SECTION 7. The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1974 Supp. 12-6A01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, on this 18th day of

December, 1979.
TONY CASASO, Mayor
ATTEST (SEAL)
DONALD C. GISHICK, City Clerk

STATE OF KANSAS,
COUNTY OF SEDGWICK, SS:

Catherine Blakely, of lawful age

being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD, a newspaper printed and published in the State of Kansas, and of general circulation on a daily basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least fifty (50) times a year, and has been so published continuously and uninterruptedly 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 in 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 times as follows:

1st DEC 21 1979
2nd _____
3rd _____
4th _____
5th _____
6th _____

Catherine Blakely
Business Manager

Subscribed and sworn to before me this 26th day of Dec, 1979

James D. Andrews
Notary Public

My commission expires Feb 1, 1982

PUBLICATION FEES

\$ 12.19

65

JAYNE M. ANDREWS
STATE NOTARY PUBLIC
SEDGWICK COUNTY, KANSAS
MY COM. EXPIRES 2-1-82

the Daily Record

521 East Maudick
Wichita, Kansas 67214
316-245-2277

AFFIDAVIT OF PUBLICATION

(00434 Published in The Daily Record on Sept 14, 1979) IT
RESOLUTION

A RESOLUTION OF FINDING AS TO THE ADVISABILITY AND A RESOLUTION AUTHORIZING CONSTRUCTION AND ORDERING AND DIRECTING UNIMPROVEMENT CONSISTING OF A WATERWORKS SYSTEM TO MAKE WATER AND WATER SERVICE AVAILABLE TO THE PROPERTY ADJACENT TO 13TH ST. FROM ANNA TO SMITH AND IN THE WESTWOOD VILLAGE ADDITION

PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

WHEREAS, a petition was filed with the City Clerk on the 29th day of August, 1979, and WHEREAS, the following findings as to the advisability of an improvement under and pursuant to K.S.A. 12-6a, are hereby made to make water and water service available to the property adjacent to 13th St. from Anna to Smith and in the Westwood Village Addition.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING WATER AND WATER SERVICE FACILITIES TO THE FOREMENTIONED AREA BY THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE, TO-WIT:

SECTION I. That it is necessary and in the public interest to make an improvement consisting of such mains, pipes, valves, hydrants, meters and appurtenances as are requisite to make water and water service available to the property adjacent to 13th St. from Anna to Smith and in the Westwood Village Addition

SECTION II. That the estimated or probable cost of the foregoing improvement is \$74,200.00. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1% per month from and after September 1, 1979.

SECTION III. That the Governing Body hereby further finds and finally determines that the boundaries of the improvement district against which a portion of the costs of said improvement shall be assessed are hereby established and fixed as the following legal description:

In the SW¼ of Sec. 11, Twp. 27S, Range 1 W. of the 6th P.M., all of the platted lots in Block 1 and Block 2 of the proposed Westwood Village Addition to Wichita, Sedgwick County, Kansas, and in the NW¼ of Sec. 14, Twp. 27S, Range 1 W., Lots 1, 2 and 3 of the "replat of part of Lot 2, R.A. Morris Tracts", also beginning at the NE corner of Lot 3, R.A. Morris Tracts, thence west 107 feet, south 126 feet, east 107 feet, north 126 feet to the point of beginning.

SECTION IV. The method of assessment of the share of costs apportioned to the improvement district shall be equally per square foot against all land in the improvement district liable for assessment, and so assessed as a special benefit.

That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral as defined in City of Wichita Ordinance No. 35-570 under the criteria established for "hardship deferral".

SECTION V. The share of the total actual costs of the improvement so to be assessed against the improvement district shall be eighty-three and eighty-three hundredths percent (83.83%) thereof and the share of costs to be borne by the City at large shall be sixteen and seventeen hundredths percent (16.17%) thereof.

SECTION VI. That the Chief Engineer, Water Engineering of the Water Department of the City of Wichita, Kansas, be and is hereby appointed and directed to prepare under oath a detailed estimate of the cost of said improvement together with plans and specifications therefor, and file the same with the City Clerk for consideration and action thereon by the Governing Body of the City of Wichita, Kansas.

SECTION VII. The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1974 Supp. 12-6a01, et seq.

SECTION VIII. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

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

ADOPTED AT Wichita, Kansas, this 11 day of September, 1979.

TONY CASADO, Mayor

ATTEST (SEAL)

DONALD C. GISICK, City Clerk

STATE OF KANSAS,
COUNTY OF SEDGWICK, SS:

Catherine Blakely, of lawful age being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD, a newspaper printed and published in the State of Kansas, and of general circulation on a daily basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least fifty (50) times a year, and has been so published continuously and uninterruptedly 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 in 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 issue as follows:

1st SEP 14 1979
2nd _____
3rd _____
4th _____
5th _____
6th _____

Catherine Blakely
Business Manager

Subscribed and sworn to before me this 17th day of Sept., 1979.

William V. Krause
Notary Public

My commission expires
NOV 29 1981

PUBLICATION FEES

16 88

50
WILLIAM V. KRAUSE
STATE NOTARY PUBLIC
Marion County, Kansas
My Appt. Exp. NOV 29 1981