

PLAT NO. 79-113 MAP NO. 4849
NAME JAMESBURG PARK Box 80-1

LOCATION: South of 21st St. North, and west of Tyler Rd.

ENGINEER Mochring & Associates

OWNER Tyler Associates, et al

APPLICATION FILED 9-7-79

SKETCH PLAT FILED 9-7-79

PRELIMINARY FILED 1-25-80

S/D ACTION 2-7-80 refer 2nd to S/D 2-21-80 approve

FINAL FILED 4-21-80

S/D ACTION 5-15-80 approve

MAPC ACTION 5-22-80 approve

BCC ACTION 7-15-80 Appeal

RECORDED 7-25-80

REMARKS DP-105 Z-2240

S/D 79-113 - JAMESBURG PARK - South of 21st St. North, and west of Tyler Road. Moehring & Associates.

*POSTED
9-11-79*

ACTION

S/D COMMITTEE	DATE
<i>S/D Debra Zwick</i>	<i>2-2-80</i>
<i>S/D Prelim. approve</i>	<i>2-21-80</i>
M.A.P.C. <i>approve</i>	<i>5-20-80</i>
B.C.C./B.CO.C. <i>Approved</i>	<i>7-15-80</i>
<i>S/D (final) approve</i>	<i>5-15-80</i>

Map No. 4849
Sec. 8
Twp. 27
Range 1W

Subdivision Report and Progress

S/D No.: 79-113

Name: JAMESBURG PARK

General Location: South of 21st Street North, and west of Tyler Road.

Owner: Tyler Associates % Bob Foster
Address: Box 1362

Subdivider: Tyler Associates Wichita Zip Code: 67201 Phone: _____
Owner Leonard Marotte Address: 1861 S. Hydraulic Wichita Zip Code: 67211 Phone: 267-3355

Engineer: ~~XXXXXXXX~~ Moehring & Associates Wichita Zip Code: 67211 Phone: 263-8291
Address: 433 S. Hydraulic

Attorney: David C. Adams 200 W. Douglas Suite 430

Present Zoning: "AA" & "LC"
Proposed Zoning: _____
Assoc. Zone Case: _____

M.A.P.C. ACTION: 5-22-80 approve
Advisory Letter: 5-22-80

APPLICATION RECEIVED: 9-7-79

Closure Data Submitted: _____
Title/Taxes Rec'd. and Reviewed: 5-22-80
Final Review: 7-3-80
Referral to B.C.C.: 7-7-80

SKETCH PLAT RECEIVED: 9-7-79
Letter of Intent: 10-3-79 & 12-4-79

PREL. PLAT RECEIVED: 1-25-80
S/D Comm. Action: 2-7-80 defer sub
5/12/80 approve
Advisory Letter: _____

B.C.C. ACTION: 7-15-80 Approved

FINAL PLAT RECEIVED: _____
S/D Comm. Action: 5-15-80 approve

Tracing Received: 7-2-80
Released for Recording: 7-22-80
Plat Recorded: 7-25-80

Advisory Letter: _____

Comments:

- 1-21-80 Received sketch submitted 11-26-79
- 1-21-80 Copy of plat & comment sheet sent to USD 266
- 2-1-80 TYLER Assoc. consists of B.F. Assoc. and L.E.L. Assoc. BE stands for Bob Foster; L.E.L. stands for Leonard Marotte (Larry Bettinburg)
- 5-7-80 Final plat in USD 266

Valley Builders Supply, Inc.
1861 S. HYDRAULIC, SUITE 2
WICHITA, KANSAS 67211

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

S/D 79-113
map 4849

JAMESBURG PARK ADDITION was

Re filed for record on March 25, 1981

G.P.S. Addition

Robert J. McCall
Register of Deeds

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

WILL YOU PLEASE SEND THIS OFFICE SOME MORE CARDS. THANK YOU.
T9-328

Marylyn B. Larson
Deputy

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

S/D 79-113
map 4849
(base 2-22404
DP-105)

JAMESBURG PARK

ADDITION was

filed for record on July 25, 1980

Robert J. McCall
Register of Deeds

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

T9-328

1980

THE CITY OF WICHITA
OFFICE OF Housing & Economic
Development

DATE October 11, 1982
NOV 2 1982

Office of the City Manager	
<input checked="" type="checkbox"/> EHD	<input type="checkbox"/> SH
<input checked="" type="checkbox"/> GCS	<input type="checkbox"/> TH
<input type="checkbox"/> JST	<input type="checkbox"/> MEC
<input type="checkbox"/> Copies To <i>Louise</i>	
<input type="checkbox"/> Send To <i>[Signature]</i>	
<input type="checkbox"/> File <i>[Signature]</i>	

TO E. H. Denton, City Manager

FROM Don E. Anderson, Director of Housing & Economic Development

SUBJECT Request for Initiation of
Public Improvements -
Jamesburg Park Addition,
Phase II

Mr. Leonard E. Marotte, general partner of Tyler Associates, has been working with various City of Wichita departments relative to the Development Policy for Public Improvements. As of October 6, 1982, all requirements for guarantees through the utilization of sales contracts have been satisfied under AR 31 Revised to initiate public improvements in the development project entitled Jamesburg Park Addition, Phase II.

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

1. An "Assignment of Sales Agreements" form assigning one Real Estate Purchase Contract to the City of Wichita which lists the public improvements petitioned.
2. A "Listing of Sales Agreements" form listing 26 lots sold and pledged to the City.
3. A "Real Estate Purchase Contract" for 26 lots. The 26 lots pledged to the City represents an average of 35 percent of the addition benefiting from the petitioned public improvements.
4. A check payable to the City of Wichita in the amount of \$7,800 which represents 10 percent of the purchase price of the 26 lots pledged to the City.

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

These submissions provide "reasonable assurances" that the City's credit will not be adversely affected by the installation and financing of the petitioned public improvements for this project as set out in AR 31 Revised. It is noted, however, that the engineering estimates of costs for the installation of the petitioned public improvements totals \$854,600. The sales price of the 26 lots assigned to the City is \$78,000. This amount plus the 10 percent cash deposit totals \$85,800 which is 10.03 percent of the

RECEIVED

NOV 8 1982

METROPOLITAN PLANNING
ROUTE _____


E. H. Denton, City Manager
Jamesburg Park Addition, Phase II
October 11, 1982

Page two

estimated costs of installing the petitioned public improvements. It is also noted that all taxes are current in the several developments and/or additions which Mr. Marotte is developing and that Mr. Marotte is developing Phase I of the Jamesburg Park Addition at the average rate of 5.5 new housing units per month.


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.

It is recommended that the petitioned public improvements be approved for implementation.


Don E. Anderson, Director
Housing & Economic Development

cc: Russell Brenner, Director of Administration
Robert Lakin, Director of Planning
John Wynkoop, Director of Water & Water Pollution Control
Ray Bruggeman, Director of Engineering
Paul Graves, Chief Engineer, w/o attachments
Bill Otten, Chief Engineer, Water Engineering Division
Mike Lindebak, Program Development Engineer
Don Gisick, City Clerk
Ralph Klose, City Treasurer

The Director of Engineering 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

DEA/EHD/sp

DATE Sept. 7, 1982

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that TYLER ASSOCIATES, A KANSAS PARTNERSHIP the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) one (1) 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 seven thousand eight hundred and 00/100 dollars (\$ 7,800.00), said sum being equal to ten (10) percent of the purchase price of the aforementioned sales agreement(s), all of which is given to secure the cost of installing certain petitioned public improvements.

The properties so assigned constitute thirty five and percent (35.5 %) of the properties to be benefitted by the following ^{City of Wichita} public improvements:

- Sanitary Sewer
- Storm sewer
- Water System
- Paving
- All in Blocks A,B,C,and D in Jamesburg Park Addition

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

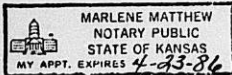
It is requested that installation of said improvements be initiated in accordance with the City of Wichita Development Policy for Public Improvements.

TYLER ASSOCIATES

By: Leonard E. Marotte
Leonard E. Marotte, General Partner

STATE OF KANSAS
SHERIFF
STATE OF KANSAS)SS
SEDGWICK COUNTY)

Sworn to and subscribed before me this 7th day of September, 1982



Marlene Matthew
Notary Public

My Commission Expires 4-23-86

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

LISTING OF SALES AGREEMENTS

in Jamesburg Park Addition Subdivision

Lots 8 through 10, Block A, Lots 8 through 13, Block B, Lots 24 through 30

a. Lots sold: Block C, Lots 14 through 23, Block D, Jamesburg Park Addition.

b. Purchaser: Twin Rivers Construction Co., Inc.

Address: 707 N.Waco, Su 106, Wichita, Kansas 67203

Telephone: 316 265 6617

c. Contract Sales Price: \$78,000.00

d. Down Payment Assigned: \$7,800.00

a. Lot _____

b. Purchaser _____

Address _____

Telephone _____

c. Contract Sales Price _____

d. Down Payment Assigned _____

a. Lot _____

b. Purchaser _____

Address _____

Telephone _____

c. Contract Sales Price _____

d. Down Payment Assigned _____

a. Lot _____

b. Purchaser _____

Address _____

Telephone _____

c. Contract Sales Price _____

d. Down Payment Assigned _____

a. Lot _____

b. Purchaser _____

Address _____

Telephone _____

c. Contract Sales Price _____

d. Down Payment Assigned _____

a. Lot _____

b. Purchaser _____

Address _____

Telephone _____

c. Contract Sales Price _____

d. Down Payment Assigned _____

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4th day of September, 1982
by and between Tyler Associates, a Kansas partnership
party of the First Part, hereinafter referred to as "Seller," whether one or more, and Twin Rivers
Construction Co., 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:

Lots 8 through 10, Block A, Lots 8 through 13, Block B, Lots 24 through 30
Block C, Lots 14 through 23, Block D, all in Jamesburg Park, an addition
to Wichita, Sedgwick County, Kansas.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of seventy eight thousand and no/100 -----
(\$78,000.00) -----Dollars
in manner following, to-wit: By earnest money deposit of \$7,800.00 with the balance of
\$70,200.00 in cash at closing.

Buyer agrees to start construction on the lots described within six months
from completion of utilities. Buyer also agrees that this contract and
cash deposit will be assigned to the City of Wichita to assist in the
financing of the improvement guaranty.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: easements and restrictions of record, if any and special
assessments now existing and special assessments to be spread of record in the
The Title Evidence shall be sent to Buyer's attorney. ^{future.}
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 Tyler Associates, a Kansas partnership
the sum of \$7,800.00 -----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.

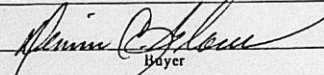
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on ~~xxxxxx~~ completion of utility extensions.

9. Possession to be given to Buyer on ~~xxxxxx~~ closing.

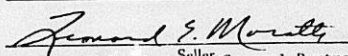
10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 50% by seller and 50% by buyer.

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

TWIN RIVERS CONSTRUCTION CO., INC.


Buyer

TYLER ASSOCIATES, A KANSAS PARTNERSHIP


Leonard E. Marott, General Partner

243 2 NG
PETITION - SANITARY SEWER LATERAL

To the Board of Commissioners
Wichita, Kansas

Dear Commissioners:

1. We, the undersigned owners of record as below designated, of lots, parcels, and tracts of real property lying within the area described generally as follows:

Lots 1 through 13 inclusive, Block A
Lots 1 through 33 inclusive, Block B
Lots 1 through 12 inclusive, Block C
Lots 1 through 23 inclusive, Block D
all in Jamesburg Park Addition.

68 LOTS
@ 8050

547,400
+ 11 A = 755,350
12 H3 = 281,348

1,584,128

do hereby petition, pursuant to the provisions of K.S.A. 1974 Supp. 12-6a01 et seq., as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being \$222,000.00 payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of $1\frac{1}{2}\%$ per month from and after the date of approval of this petition.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100% of the total actual cost of the improvement.
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 10 inclusive, Block A; Lots 1 through 33 inclusive, Block B; Lots 1 through 12 inclusive, Block C; Lots 1 through 23 inclusive, Block D; all in Jamesburg Park Addition shall each pay $1/106$ of the total cost payable by the improvement district. Lot 11, Block A, Jamesburg Park Addition shall pay $18/106$ of the total cost payable by the improvement district. Lot 12, Block A, Jamesburg Park Addition shall pay $7/106$ of the total cost payable by the improvement district. Lot 13, Block A, Jamesburg Park Addition shall pay $3/106$ of the total cost payable by the improvement district. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient is signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvement may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 1 through 13 inclusive, Block A	TYLER ASSOCIATES by: <i>Leonard E. Marotte</i> Leonard E. Marotte General Partner	<i>6/9/80</i>
Lots 1 through 33 inclusive, Block B		
Lots 1 through 12 inclusive, Block C		
Lots 1 through 23 inclusive, Block D		
all in Jamesburg Park Addition.		

AN ABSTRACTOR'S CERTIFICATE OF OWNERSHIP MUST ACCOMPANY THIS PETITION

1115
NG 2
PETITION - STORM WATER SEWER

PHASE II

To the Board of Commissioners
Wichita, Kansas

Dear Commissioners:

1. We, the undersigned owners of record as below designated, of lots, parcels, and tracts of real property lying within the area described generally as follows:

Lots 22 through 33 inclusive, Block B
Lots 1 through 22 inclusive, Block C
Lots 1 through 11 inclusive, Block D
North Half of Lot 12, Block D
Jamesburg Park Addition.

do hereby petition, pursuant to the provisions of K.S.A. 1974 Supp. 12-6a01 et seq., as follows:

above, according to the records of the
Engineer of the City of Wichita, Kansas.

- (b) That the estimated and probable cost of the foregoing improvements being \$47,000.00 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 petition.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100% of the total actual cost of the improvement.
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 22-3 inclusive, Blk. B; Lots 1-22 inclusive, Blk. C; Lots 1-11 inclusive, Blk. D, Jamesburg Park Addn. shall each pay 2/91 of the total cost payable by the improvement district. The North Half of Lot 12, Blk. D, Jamesburg Park Addn. shall pay 1/91 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvement may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 22 through 33 inclusive, Block B	<i>Tyler Associates</i> <i>Leonard E. Marotte</i> General Partner	6/14/11
Lots 1 through 22 inclusive, Block C		
Lots 1 through 11 inclusive, Block D		
North Half of Lot 12, Block D		
Jamesburg Park Addition.		

AN ABSTRACTOR'S CERTIFICATE OF OWNERSHIP MUST ACCOMPANY THIS PETITION

do hereby petition, pursuant to the provisions of K.S.A. 12-6a as follows:

(a) That there be constructed and installed within the land area described above an improvement consisting of a waterworks system to be made up of such water mains, pipes, valves, hydrants, meters and appurtenances as are requisite to make water and water service available to said land area; the probable cost of the foregoing proposed improvement being \$ 107,600.00 ; said probable cost as set forth above is hereby increased at the pro-rata rate of 1% per month from and after July 1, 1980 .

(b) That the land area above described (excluding streets, alleys, and other public rights-of-way) be constituted as an improvement district against which shall be assessed ^{seventy-seven and} twenty-three hundredths per cent (77.23 %) of the total actual cost of the improvement with the remaining twenty-two and seventy-seven hundredths per cent (22.77 %) of such actual costs to be paid by the City of Wichita at large from Water Department Water Utility Improvement funds.

(c) The improvement district's portion of the cost shall be assessed so as to impose an equal burden or share of the cost against each Lot or Tract or Land in the improvement district liable for assessment and so assessed as a special benefit.

2. It is requested that the improvement hereby petitioned be made without notice and hearing.

3. When this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, it may be found sufficient under one of the following: (1) a majority of resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or

(3) the owners of record (whether resident or not) of more than one-half of the area liable to be assessed under the proposal.

4. Names may not be withdrawn from the petitions by the signers thereof after the governing body commences consideration of the petitions or later than seven (7) days after such filing, whichever occurs first.

5. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvement may be expeditiously completed and placed in operation.

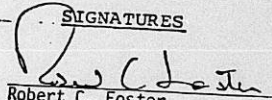
DESCRIPTION

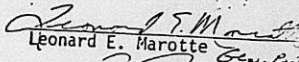
The proposed Jamesburg Park Addition to Wichita, Sedgwick County, Kansas


OWNER

Tyler Associates,
A General Partnership

SIGNATURES


Robert C. Foster


Leonard E. Marotte
Gen. Part.


Larry E. Bottenberg
Gen. Part.

4. Estimated cost of project

a. Mains	16"	L.F. @ \$	= \$
	12"	L.F. @ \$	= \$
	8"	3,080 L.F. @ \$ 15.00	= \$ 49,300.00
	6"	940 L.F. @ \$ 15.00	= \$ 14,100.00
	4"	340 L.F. @ \$ 15.00	= \$ 5,100.00
Total	4,360	L.F.	\$ 68,500.00
b. Fire Hydrants	5	@ \$ 1,400.00	= \$ 8,400.00
Total, a + b			= \$ 76,900.00
c. Engineering, a + b @	7	%	= \$ 5,333.00
d. Contingencies			= \$ 817.00
e. Services	89	@ \$ 275.00	= \$ 24,500.00
TOTAL COST, a + b + c + d + e			\$ 107,600.00

5. Cost apportionment

a. Estimated cost of 8" main	_____ ft. @ \$	= \$
b. Engineering & Contingencies, @	_____ %	= \$
Total, a + b		= \$
c. Water Department participation		
1) Main cost in excess of 8"	\$ _____ - \$ _____	= \$ _____
Total Project Cost Cost of 8" Main		= \$ _____
2) Elimination of a dead end main	_____ ft. @ \$	= \$
3) Services	89 @ \$ 275.00	= \$ 24,500.00

TOTAL - WATER DEPARTMENT PARTICIPATION

\$ 24,500.00

d. NET COST TO DISTRICT \$ 83,100.00

e. Percentages of cost apportionment to:

Department 22.77 % District 77.23 %

6. Apportionment of Estimated cost within Benefit District.

Total Number of Lots or Tracts of Land liable for assessment =

89

Cost per Lot or Tract of Land in Benefit District = \$ 933.71

Equal Shares Basis:



Ralph L. Hull
Civil Engineer II

Approved copies to:

John D. Wynkoop, Director of Water

Bill H. Otten, Chief Engineer, Water Engineering

File

NG
4

ASPHALTIC CONCRETE
PAVING PETITION
PHASE II

To the Board of Commissioners
Wichita, Kansas

Dear Commissioners:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 1 through 10 inclusive, Block A

The West 563.78 feet of Lot 11, Block A

Lots 1 through 33 inclusive, Block B

Lots 1 through 30 inclusive, Block C

Lots 1 through 23 inclusive, Block D

all in Jamesburg Park Addition.

do hereby petition, pursuant to the provisions of K.S.A. 1974 Supp. 12-6a01 et seq., as follows:

NG
4

ASPHALTIC CONCRETE
PAVING PETITION
PHASE II

To the Board of Commissioners
Wichita, Kansas

Dear Commissioners:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 1 through 10 inclusive, Block A
The West 563.78 feet of Lot 11, Block A
Lots 1 through 33 inclusive, Block B
Lots 1 through 30 inclusive, Block C
Lots 1 through 23 inclusive, Block D
all in Jamesburg Park Addition.

do hereby petition, pursuant to the provisions of K.S.A. 1974 Supp. 12-6a01 et seq., as follows:

I. (a)

Byron, from the north line of Westlawn to the south line of 21st Street North.

That said pavement between aforesaid limits be constructed for a width of 32 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 and an asphaltic concrete wearing surface, composed of stone, sand, mineral filler, and asphalt according to Ordinance No. 36-572 with plans and specifications to be furnished by the City Engineer.

That there be constructed pavement on:

Murray and Murray Circle from the west line of Keith to and including cul-de-sac.

Keith Circle from the south line of 20th Street to and including cul-de-sac.

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 34 feet; that said pavement shall consist of an asphaltic concrete base and an asphaltic concrete wearing surface, composed of stone, sand, mineral filler, and asphalt according to Ordinance No. 36-572 with plans and specifications to be furnished by the City Engineer.

That there be constructed pavement on:

20th Street from the east line of Murray to the west line of Westfield.

Keith from the north line of 20th Street to the south line of 21st Street North.

Westfield and Westfield Circle from the northwesterly line of Westlawn to and including cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of 24 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 28 feet; that said pavement shall consist of an asphaltic concrete base and an asphaltic concrete wearing surface, composed of stone, sand, mineral filler, and asphalt according to Ordinance No. 36-572 with plans and specifications to be furnished by the City Engineer.

Parking to be prohibited on one side of 20th Street from the east line of Murray to the west line of Westfield.

Parking to be prohibited on one side of Keith, from the north line of 20th Street to the south line of 21st Street North.

Parking to be prohibited on one side of Westfield and Westfield Circle, from the northwesterly line of Westlawn to and including cul-de-sac.

That there be constructed sidewalk on:

Both sides of Byron, from the north line of Westlawn to the south line of 21st Street North.

That said sidewalk between aforesaid limits be constructed for a width of 4 feet and a thickness of 4 inches, and be composed of concrete according to specifications to be furnished by the City Engineer.

- (b) That the estimated and probable cost of the foregoing improvement being \$456,000.00 payable by the improvement district and \$30,000.00 payable by the City of Wichita at large for intersections, sidewalk, and two feet of pavement width on Byron, from the north line of Westlawn to the south line of 21st Street North. Said estimated cost as above set forth is hereby increased at the pro-rata rate of $1\frac{1}{2}\%$ per month from and after the date of approval of this petition.

district against which shall be assessed ~~100%~~ of the improvements for which the improvement district is liable.

(d) That the method of assessment of all costs for the improvements for which the improvement district shall be liable shall be on a fractional basis:

Lots 1 through 10 inclusive, Block A; Lots 1 through 21 inclusive, Block B; Lots 12 through 30 inclusive, Block C; Lots 13 through 20 inclusive, Block D; all in Jamesburg Park Addition shall each pay $\frac{2550}{368,828}$ of the total cost payable by the improvement district.

The west 563.78 feet of Lot 11, Block A, Jamesburg Park Addition shall pay $\frac{59,000}{368,828}$ of the total cost payable by the improvement district.

Lots 22 through 33 inclusive, Block B; Lots 1 through 11 inclusive, Block C; Lots 1 through 11 inclusive, Block D; all in Jamesburg Park Addition shall each pay $\frac{4520}{368,828}$ of the total cost payable by the improvement district.

Lot 12, Block D, Jamesburg Park Addition shall pay $\frac{4336}{368,828}$ of the total cost payable by the improvement district.

Lot 21, Block D, Jamesburg Park Addition shall pay $\frac{3912}{368,828}$ of the total cost payable by the improvement district.

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; and except when sidewalks are constructed adjacent to a particular tract, lot, or parcel, the cost of said sidewalk shall be a direct assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 1 through 10 inclusive, Block A	Tyler Associates	
The West 563.78 feet of Lot 11, Block A	<i>Edward E. Marotte</i>	6/14/85
Lots 1 through 33 inclusive, Block B	Edward E. Marotte	
Lots 1 through 30 inclusive, Block C	General Partner	
Lots 1 through 23 inclusive, Block D		
all in Jamesburg Park Addition.		

AN ABSTRACTOR'S CERTIFICATE OF OWNERSHIP MUST ACCOMPANY THIS PETITION

Asphalt-Deed

NG

ASPHALTIC CONCRETE 5
PAVING PETITION

To the Board of Commissioners
Wichita, Kansas

Dear Commissioners:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 12 and 13, Block A, Jamesburg Park Addition.

do hereby petition, pursuant to the provisions of K.S.A. 1974 Supp. 12-6a01 et seq., as follows:

land on the west side of Tyler
from the south line of Lot 12, Block A, Jamesburg Park Addition
to the south line of 21st Street North
combined curb and gutter shall be constructed on the west

side of said pavement; said pavement shall consist of an asphalt concrete base inches in thickness and an asphaltic concrete wearing surface inches in thickness, composed of stone, sand, mineral filler, and asphalt according to Ordinance No. 36-572 with plans and specifications to be furnished by the City Engineer. Drainage to be installed where necessary.

- (b) That the estimated and probable cost of the foregoing improvement being
\$22,000.00 payable by the improvement district and
\$0 payable by the City of Wichita at large for _____

Said estimated cost as above setforth is hereby increased at the pro-rata rate of 1 1/2% per month from and after the date of approval of this petition.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100% of the total cost of the improvements for which the improvement district is liable.
- (d) That the method of assessment of all costs for the improvements for which the improvement district shall be liable 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.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which, but for this request, would be required by K. S. A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal; or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURES

DATE

Lots 12 and 13, Block A, Jamesburg Park Addition.

Tyler Associates

James E. Martin
General Partner

6/14/51

AN ABSTRACTOR'S CERTIFICATE OF OWNERSHIP MUST ACCOMPANY THIS PETITION.

THE CITY OF WICHITA
OFFICE OF Industrial Development

DATE September 9, 1980

Office of The City Manager
HP HP
SH SH
AT AT

SEP 9 1980

SEP 9 1980

RECEIVED

SEP 12 1980

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

METROPOLITAN PLANNING

SUBJECT Request for ROUTE addition of
Public Improvements EA -
Jamesburg Park Addition

Mr. Leonard E. Marotte, General Partner of Tyler Associates, has been working with various City of Wichita departments relative to the Development Policy for Public Improvements. As of September 9, 1980 all requirements have been satisfied under AR 31 Revised to initiate public improvements in the development project entitled Jamesburg Park Addition.

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

1. An "Assignment of Sales Agreements" assigning one sales agreement to the City of Wichita which lists the public improvements petitioned.
2. A "Listing of Sales Agreements" listing 125 lots sold of which 100 are pledged to the City.
3. A "Real Estate Purchase Agreement" for 125 lots. The 100 lots pledged to the City represents an average of 35.7 percent of the addition benefitting from the petitioned public improvements.
4. Two checks payable to the City of Wichita totaling \$40,000 which represents 10 percent of the purchase price of the 100 lots pledged to the City.

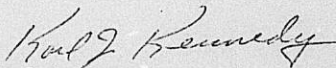
The Department of Housing and Economic Development staff has reviewed the above listed documents and has verified the percentages as accurate calculations.

These submissions provide "reasonable assurances" that the City's credit will not be adversely affected by the installation and financing of the petitioned public improvements for this project as set out in AR 31 Revised.

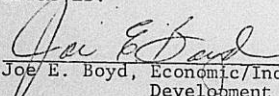
With a copy of this memorandum, the original of these documents is being forwarded to the City Clerk and the checks are being forwarded to the City Treasurer for deposit in a trust account.

September 9, 1980

It is recommended that the petitioned public improvements be approved for implementation.


Karl J. Kennedy
Industrial Analyst

APPROVED:


Joe E. Boyd, Economic/Industrial
Development Officer

cc: Russell Brenner, Director of Administration
Robert Lakin, Director of Planning
John Wynkoop, Director of Water and Water Pollution Control
Ray Bruggeman, Director of Engineering
Paul Graves, Chief Engineer
Don Gisick, City Clerk
Ralph Klose, City Treasurer

The Director of Engineering 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 Sept. 5, 1980

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that Tyler Associates
the undersigned, for value received, do
hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita,
Sedgwick County, Kansas, (a municipal corporation) one (1)
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 forty thousand
and 00/00----- dollars (\$40,000.00), said sum
being equal to ten (10) percent of the purchase price of the aforementioned sales
agreement(s), all of which is given to secure the cost of installing certain
petitioned public improvements.

The properties so assigned constitute thirty five & seven tenths percent (35.7 %) of the
properties to be benefitted by the following public improvements:

- Sanitary sewer
- Paving
- Storm sewer
- Storm drain
- In Jamesburg Park Addition

(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.

Tyler Associates
Leonard E. Marotte
By: Leonard E. Marotte *Gen. Mgr.*

STATE OF KANSAS
SEDCWICK COUNTY)

Sworn to and subscribed before me this 5th day of September, 19 80.

Thomas Duane Hicks
Notary Public

My Commission Expires April 14, 1984

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

LISTING OF SALES AGREEMENTS
in Jamesburg Park Subdivision

Block G 1-41, Block F 22-35, Block K 1-11

- a. Lots sold Block M 1-26 Block L 1-18, Block H 1-7, Block J 1-8,
b. Purchaser Crane Homes of Kansas, Inc.
Address 2148 N. Old Manor, Wichita, Kansas 67208
Telephone 685-9876
c. Contract Sales Price \$4,000.00 per lot for 100 lots
d. Down Payment Assigned \$40,000.00

- 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 _____

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

REAL ESTATE PURCHASE AGREEMENT

This Agreement made and entered into as of the 18th day of May, 1979, by and between TYLER ASSOCIATES, a Kansas General partnership, hereinafter called "Seller", and CRANE HOMES OF KANSAS, INC., a Delaware corporation, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller is in the process of acquiring the real property described on Exhibit A which is attached hereto and made a part hereof and,

WHEREAS, Seller proposes to plat such property into single family home building sites, together with other appropriate uses and,

WHEREAS, Purchaser desires to purchase certain of such proposed sites and to take an option to purchase certain additional sites, being all of the remaining single family sites within the proposed development.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, payments, and agreements hereinafter set out, the parties do hereby agree as follows:

1. Sale of Building Sites.

A. Seller hereby agrees to sell and Purchaser hereby agrees to purchase and pay for one hundred twenty-five finished, single family, building sites (purchaser to have the right to select the location of said sites in the approximate South one-half of said quarter section) to be developed on the property described on Exhibit A attached hereto. Such purchases and the payment therefore shall be on the following schedule:

i. Five thousand dollars (\$5,000.00) as earnest money, paid with the execution hereof, the receipt and sufficiency of which is hereby acknowledged.

ii. Within five days after the completion of the improvements, as provided for herein, the sum of \$195,000.00, which sum together with the \$5,000.00 earnest money herein shall be the purchase price for fifty (50) finished development sites, which Seller shall convey to purchaser (minus show home sites, if any, previously conveyed pursuant to paragraph 6 herein). Each conveyance shall be as provided in paragraph I (B) herein.

iii. Six months after the conveyance under Paragraph I (A ii) herein the sum of \$160,000.00, whereupon Seller shall convey an additional forty (40) finished home building sites to Purchaser. Such conveyance shall be as provided in Paragraph I (B) herein.

iv. Six months after the conveyance under Paragraph I (A iii) herein the sum of \$140,000.00 whereupon seller shall convey an additional thirty-five (35) finished home building sites to purchaser. Such conveyance shall be as provided in Paragraph 1(B).



v. Any of the foregoing purchases may be accelerated, at purchasers option, and subject to the availability of the completed building sites. Any such accelerations shall apply to the next group of sites due to be purchased.

*Jac
29M RW*

B. Each conveyance hereunder shall be by good and sufficient General Warranty Deed subject only to those matters to which Purchaser shall have given its written consent; protective or restrictive covenants which Purchaser shall prepare and Seller shall cause to be recorded (a sample of which is attached as Exhibit B, although such covenants may be changed as required by FHA, VA, etc, or by mutual agreement of the parties); special assessments, if any; and ad valorem taxes for the then current year.

*Jac
29M RW*

C. The purchase of the 125 home building sites provided for in this paragraph 1. shall be guaranteed as to timely payment for such sites by Crane Homes, Inc., parent company of purchaser herein. Crane Homes, Inc. shall have no further obligation under this agreement.

2. Option of Additional Building Sites.

In consideration of the purchase of the 125 sites provided for in Paragraph 1. herein, Seller does hereby grant to Purchaser the exclusive right and option to purchase all of the additional single family building sites proposed to be developed on the subject property described on Exhibit A hereto, which number of sites is estimated to be 225. Such option shall be exercised as follows:

A. Within six (6) months after the final purchase of thirty-five sites as provided in paragraph 1.A(iv) purchaser shall exercise at least a portion of its option hereunder by giving notice, in writing, to Seller that it will purchase one hundred (100) additional building sites at the price of \$4,320.00 per site. Upon purchasers exercise of such option this shall be a specifically enforceable agreement to purchase such 100 sites. Purchaser shall acquire such additional sites by paying to Seller the sum of \$216,000.00 for the purchase of fifty (50) sites not later than ninety (90) days after purchaser exercises its option as provided herein and shall purchase the remaining fifty (50) sites by paying to Seller the sum of \$216,000.00 not later than one hundred eighty (180) days after purchaser shall have exercised its option.

B. In consideration of Purchaser exercising its option in Paragraph 2A above as well as the purchase of 125 lots as provided in Paragraph 1 herein, Seller hereby grants to purchaser an option to purchase the remaining finished building sites at the price of \$4,640.00 per site. Purchaser must purchase twenty-five (25) lots each ninety (90) days from and after the final purchase of lots under paragraph 2A herein in order to keep purchasers option in full force and effect. Such purchases may continue until all of the single family sites have been obtained by purchaser.

C. Purchaser may, at its option, accelerate the purchase of any number of option lots herein. In the event that purchaser does so accelerate by giving Seller written notice of its intent to acquire such sites, the purchase price for such sites shall be the price which purchaser would pay for the lots which it was obligated to purchase during the time period in question.

*Jac
29M RW*

D. In the event purchaser does not exercise its option or options as provided herein, then upon fifteen (15) days notice, in writing, (purchaser having such 15 days to remedy its failure to purchase) this option agreement shall be null and void and of no further force or effect.

3. Title Insurance

A. Seller shall, at it's expense, furnish to Purchaser within 30 days hereof, a title insurance commitment from Columbian Title & Trust Company to insure the subject property. Purchaser shall have 30 days from the receipt of such commitment to approve title. If Purchaser shall find any defects in title which, in Purchaser's judgment, would prevent Purchaser from constructing houses upon such property for sale to VA, FHA, and Conventional buyers, this Agreement, at Purchaser's option, upon notice to Seller of such defects, shall terminate and upon the return to Purchaser of the earnest money herein this Agreement shall become null and void.

B. Within 30 days of the expected completion of each group of lots herein, Seller shall furnish Purchaser, at Seller's cost and expense, an updated Title Insurance Commitment from Columbian Title & Trust showing the then current state of the title and further showing Seller to hold good and merchantable title in the property. Purchaser shall have fifteen (15) days to examine such commitment and in the event such commitment shows conditions of title, which in Purchaser's judgment, would prevent the construction of single family houses upon the lot so affected, then Purchaser shall notify Seller of such defect. If Seller is unable to cure such defect within a reasonable period of time, not to exceed sixty (60) days, Purchaser, at its option, may terminate as provided above in 3A.

C. Upon the conveyance of each group of lots herein, Seller shall furnish Purchaser, at Seller's expense, a standard form ALTA Owner's Policy of Title Insurance insuring Title in Purchaser subject to those items in Paragraph 1 (B) herein or such other items as Purchaser shall agree to in writing.

4. Seller's obligation to Construct or Cause to be Constructed the Finished Building Sites.

Seller represents that it will, prior to the conveyance of sites hereunder, do or cause to be done, at Seller's expense the following:

Annex the land and
A. Record a final plat which has been approved by the City of Wichita and which prior to the submission to the City of Wichita, shall be submitted to and approved by Purchaser, as to lot sizing and general configuration of the subdivision. Such approval will not be unreasonably withheld.

B. Process FHA and VA subdivision approvals. Seller shall have received a clear ASP-9 from FHA and VA as to all sites to be conveyed as a condition precedent to Purchaser's obligation to purchase such sites.

C. Obtain the approval of the City of Wichita of a Special Improvement Benefit District and cause all sanitary sewer mains, water mains, paving, and street lighting to be installed in a condition acceptable to the proper governmental authority.



D. Construct or cause to be constructed all necessary off-site and on-site surface and storm drainage systems related to the property (including rough site grading), satisfactory to cause the issuance of building permits and FHA/VA approval on the subject sites.

E. Process and make the necessary cash deposits, if any, for the installation of electrical and natural gas service and telephone service to the property line of each site. Such deposits shall remain the property of and any refund shall be paid to Seller.

F. Coordinate the foregoing operations so as to cause the improvements to be completed within the shortest possible time and to be completed so that finished sites are delivered in the sequence contemplated herein.

G. Seller will provide finished development sites based upon the acquisition schedule provided for herein. In the event Purchaser accelerates its acquisition schedule, Seller shall use its best efforts to accelerate the actual development of finished sites but shall be obligated only to meet the purchase schedule provided for herein. The location of such sites may be in not more than two (2) separate non-contiguous locations.

5. Proration of Taxes.

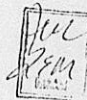
All taxes and special assessments shall be adjusted and prorated as of the date of conveyance of each group of sites. Such proration shall be based upon taxes and assessments for the current calendar year, or if not then levied, based upon the prior year. Either party shall have the right to have such prorations readjusted, based upon the actual assessment by giving notice of it's desire to do so within 30 days of receipt of such assessment. After each conveyance, taxes and assessments shall be the sole responsibility of Purchaser.

6. Construction of Showhomes.

Prior to the completion of improvements and the conveyance of sites as provided for herein, Seller shall, upon request by Purchaser convey to Purchaser not more than five sites to be used for a model home complex. Such sites shall be a portion of the first conveyance hereunder but may be at a location separated from the initial conveyance herein. Purchaser shall, at it's option, pay for such sites at the time of such conveyance or grant a second mortgage to Seller as security for the conveyance of such showhome sites. Seller shall release such mortgage, if any, upon payment for the first 50 sites.

7. Intent of the Parties: Non-delivery Penalty

It is the intent of the parties that Seller is selling and Purchaser is purchasing finished home building sites for the construction thereon of residences to be sold to Conventional, FHA, and VA buyers. Notwithstanding any other provision herein to the contrary, in the event that improvements are not properly completed, as to the initial conveyance (1Aii), on or before September 1, 1980, and as to subsequent conveyances on or before the appropriate date for such conveyance, or in the event any such sites are not approved by VA, or FHA then, as to such sites which are not finished, and/or not VA approved, Purchaser shall have the option of canceling it's obligation with respect to such sites which are not FHA/VA approved or not completed and receiving credit therefore according to the price and payment schedule herein, or Purchaser may waive such condition and accept conveyance of the site, when such sites completed.



If such sites are not completed and Purchaser does not choose to terminate but rather chooses to wait for completion of such sites there shall be a penalty for non-timely delivery at the rate of \$20.00 per lot per month reduction in the purchase price until such lots are completed.

This paragraph shall not apply in the event a purchase is made hereunder pursuant to Paragraph 15 herein.

8. Covenants.

Purchaser has prepared Protective Covenants for the building sites to be conveyed hereunder. Said covenants are attached hereto and made a part hereof and labeled Exhibit B. The parties agree that no covenants shall be recorded upon the sites to be conveyed hereunder prior to the time when Purchaser shall pay for and take title to such sites, unless Seller shall agree in writing to the recording of such covenants. A set of covenants following the general format outlined in Exhibit B shall be prepared for each subsequent group of lots conveyed to Purchaser.

In the event FHA or VA or the City of Wichita shall require Purchaser to alter its covenants, then, and in that event, Purchaser shall have the right to do so without seeking Sellers approval.

The intent of this paragraph is to assure Seller as to the size and quality of new home development that Purchaser shall construct upon the subject property, while maintaining Purchaser's right to build the product which, in Purchaser's judgement, is necessary for the then current market.

9. Sellers Review of Purchaser's Houseplans.

Purchaser shall submit to Seller, at least 15 days prior to commencement of model homes, copies of purchaser's proposed house plans. Seller shall have the right to review same and Purchaser agrees to meet with Seller and discuss such plans. However, it is specifically agreed by the parties that Purchaser shall have the final determination as to the houses built upon the subject property.

10. Failure to Acquire Ground.

Purchaser and Seller acknowledge that Seller is in the process of acquiring the property which is the subject matter hereof. In the event Purchaser does not obtain control of the subject property by the purchase thereof, or a valid and binding contract to purchase, by June 15 1979 then this agreement shall, upon notice by either party to the other be null and void and of no further force and effect.

11. Recording a Notice of This Agreement.

At the request of either party, both parties shall execute a document in form acceptable to both parties which shall be recorded giving notice of existence of this Agreement.

12. Whole Agreement.

The whole agreement of the parties is contained herein and no change or alteration hereto shall be binding unless in writing signed by parties.



13. Binding on Heirs, Successors and Assigns.

This Agreement shall be binding upon the heirs, successors, executors, personal representatives, or assignees of the parties hereto. Both parties acknowledge that they are authorized to enter into such agreements for and on behalf of and in the name of their respective organizations.

14. Notices.

Any written notice provided for herein shall be deemed to be given when delivered to the below address or five days after deposit in the US Mail, postage pre-paid, certified mail, return receipt requested.

To Seller: Tyler Associates,
A General Partnership
1861 South Hydraulic
Wichita, Kansas 67216

To Purchaser: Crane Homes of Kansas, Inc.
2148 North Old Manor
Wichita, Kansas 67208

copy to: Crane Homes, Inc.
12157 West Cedar Drive
Lakewood, Colorado 80228
Attn: J. Warren Clinton

15. Termination of City of Wichita - Special Benefit Improvements

In the event the City of Wichita shall determine that it will no longer develop lots pursuant to a Special Benefit Improvement District and Special Assessments therefore, which change in City policy shall have an effect on the subject property herein, then and in that event Purchaser shall have the right and option to purchase from Seller the subject property for the price of \$2,500.00 per site, with payment to be made pursuant to the schedule of payment provided for herein. In the event of a purchase under this paragraph Sellers responsibility shall be to complete the process of annexation, platting, and zoning together with the paper engineering work therefore, so that Purchaser shall purchase platted and engineered sites of a size and configuration approved by Purchaser pursuant to 4A herein. Purchaser shall thereupon undertake to do the development work itself and Seller shall have no responsibility therefore.

WC
have further
16. No Commission.

ZEM
Each party represents to the other that no agents or brokers have been involved in this transaction and each party hereby indemnifies the other against claims asserted under such indemnifying party.

17. EXPIRATION OF OFFER.

WC
ZEM
Purchaser has executed this agreement the day and year first above written and Sellers shall have until 12:00 noon, Tuesday ~~May 29,~~ 1979 to deliver a duly executed copy of this agreement to Purchaser's office at: 2148 North Old Manor, Wichita, Kansas. If a duly executed copy is not returned by that time, this offer shall be null and void and of no further force and effect.



IN WITNESS WHEREOF, the parties have caused this Real Estate Purchase Agreement to be executed this day and year first above written.

"Purchaser"
CRANE HOMES OF KANSAS, INC.

Attest:

J. Wana Glantz
Assistant Secretary

[Signature]
President

Accepted this 30th day of May, 1979.

"Seller"
TYLER ASSOCIATES, A General Partnership

By: L. & L. Associates, A General Partnership

Leonard E. Marotte
Leonard E. Marotte,
General Partner

[Signature]
Larry E. Bottenberg
General Partner

By: B. F. Associates, A General Partnership

[Signature]
Robert C. Foster,
General Partner

Being 100% of the partners of Tyler Associates.

May 18, 1979

Crane Homes, Inc. hereby guarantees timely payment for the 125 lot purchase provided for in Paragraph 1 herein.

[Signature]
CRANE HOMES, INC.
BY: Vice President



EXHIBIT A

The property to be acquired hereunder shall consist of approximately 106 acres and shall be all of the single family building sites (estimated at 350) which shall be zoned upon the following described parcel of property:

NE 1/4 of Section 8, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, except a tract of approximately 1-1/2 acres in the SE corner of said NE 1/4 of Section 8, commonly known as the James Burg Cemetery, said cemetery being approximately 349 feet in length East to West and approximately 198 feet in length North to South.

Subject to the conditions, easements, etc. set forth in Paragraph 1(B) herein.



EXHIBIT B

PROTECTIVE COVENANTS

The following are Protective Covenants for _____, a subdivision situate in the City of Wichita and County of Sedgwick, State of Kansas:

PART A - PREAMBLE

WHEREAS, Crane Homes of Kansas, Inc., a Delaware corporation is the sole owner in fee simple of the following land, to-wit:

A part of the NE 1/4 of Section 8
T27, R1W, 6th PM
City of Wichita, County of Sedgwick, State of Kansas

AND WHEREAS, the above-described owners are about to sell, convey, and dispose of the property above described, and desire to subject said property to certain protective restrictions, conditions, covenants, and charges, all of which are hereinafter set forth, to the end that harmonious and attractive development of the property may be accomplished, promoted and safeguarded,

NOW, THEREFORE, the following Protective Covenants are adopted to regulate and control the use of the aforesaid land.

PART B - RESIDENTIAL AREA COVENANTS

B-1. Land Use and Building Type. No site shall be used except for residential purposes. Only single-family dwellings, private garages for not more than three cars, and other outbuildings directly incidental to residential use shall be erected, altered, placed, or permitted to remain on any site.

The foregoing to the contrary notwithstanding, Crane Homes of Kansas, Inc., or its designee, assignee, employees, representatives or agents may use houses for display purposes as model homes and sales and construction offices during the development, construction and sales period.

B-2. Architectural Control. No building shall be erected, placed or altered on any site until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee (as provided in Part C herein) as to the quality of workmanship and materials, with respect to topography, and finish-grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C of these Protective Covenants.

B-3-1. Dwelling and Size. The ground-floor area of the main structure, exclusive of one-story porches and garages, shall not be less than 750 square feet for one-story structures, and the main floor and top level of tri-levels, and 700 square feet for the main floor of two-story structures and mid-entry homes (both exclusive of basements).

B-3-2. Move and Set. All construction within the subdivision shall be new construction and no previously erected building, structure, or improvement shall be moved and permanently set upon any lot from any other location.



23 JWC 2EM 6 JWC 2EM
B-4. Building Location. No building shall be erected on any site nearer than ~~fifteen (15)~~ feet from the front site line ~~except for sites fronting on bulbs or cul-de-sacs in which case no building shall be erected nearer than ten (10) feet from the front site line~~, no nearer than ~~five (5)~~ feet from the side site line for interior sites no nearer than fifteen (15) feet from the side street site line of a corner site. For the purpose of this covenant, roof overhangs, steps, open porches or stoops, slabs, and chimneys shall be permitted to extend into the side or rear yard setback by a maximum of two (2) feet, except that this shall not be construed to permit any portion of a building on one site to encroach upon another site. Any building site or portion thereof which shall be approved by proper authority or officials of the City of Wichita shall be deemed to comply with this section of these covenants and also section B-6 of these covenants. JWC 2EM

B-5. Site Area and Width. No dwelling shall be erected or placed on any site having a width of less than forty (40) feet at the building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet unless approved and accepted by the City and County of ~~Denver~~ ^{of Wichita} ~~Sedgwick~~. JWC 2EM

B-6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. In addition, the rear five feet and the side ~~five~~ ^{six} feet of each site are reserved for drainage and/or drainage facilities. Within these easements no structure, planting or other material shall be placed or permitted to remain which may change the direction of flow or obstruct or retard the flow of water through channels or swales in the easements except that any construction work performed by Crane Homes of Kansas, Inc., or a party or parties authorized by it to perform construction work may construct any buildings permitted by these covenants and if said buildings, parts or components thereof comply with section B-4 hereof "Building Location", then such building or buildings or parts or components thereof shall not be deemed a violation of this section B-6 even though there has been an intrusion into the five foot side and/or rear yard easements mention herein above. Crane Homes of Kansas, Inc., or agents thereof, reserve the right to enter in and upon the five foot side and rear easements at any time to make changes and/or perform grading or drainage or corrective work of what-so-ever nature which they in their sole discretion deems necessary or desirable. These easement areas and improvements thereon shall be maintained continuously by the owner of the site, except for those improvements for which a public authority or utility company is responsible. JWC 2EM

B-7. Nuisance. No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.

B-8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any site at any time as a residence, either temporarily or permanently, except that Crane Homes of Kansas, Inc., or its designee, assignee, employees, representatives, or agents may maintain during the development, construction and sales period, construction offices and storage yards, parking areas and other developer's facilities reasonably necessary, appropriate or customarily used during development, construction, and sales periods.

B-9. Water and Sewer. No individual water-supply system or sewage disposal system shall be permitted on any site, and all dwellings must attach to such facilities as may be provided by such water or sanitation district as may serve the area.



PART C - ARCHITECTURAL CONTROL COMMITTEE

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28M*

C-1. Membership. The Architectural Control Committee is composed of Robert Millican, Thomas Hookanson and Roger Hickok. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor such representatives as they may designate, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area of ~~Eleventh~~ shall have power, through a duly recorded instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties, except that in such event Crane Homes, Inc. shall not be subject of the control of the Architectural Control Committee. Architectural Control Committee address: 2148 North Old Manor, Wichita, Kansas 67208.

C-2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representatives fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

C-3. Criteria of Consideration. In addition to all the other criteria herein set forth, the Committee shall generally determine whether the proposed improvement will protect the then value and future values of the properties then located in the subdivision and to be erected therein. The Committee shall in the exercise of its judgment and determination, use reason and good faith. Among the other considerations applied, the Committee will determine and base its approval or rejection upon the fact of whether said proposed improvements are reasonably compatible with other improvements erected and planned in said subdivision.

PART D - MISCELLANEOUS

D-1. Signs. No signs of any kind shall be displayed to the public view on any site except one professional sign of not more than one square foot; one sign not more than five square feet advertising the property for sale or rent, or signs used and erected by a builder to advertise the property during the construction, development and sales period.

D-2. Oil and Mining Operations. No oil drillings, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any site.

D-3. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any site, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, such dogs, cats, or other household pets shall not exceed two of any one type of animal for each site.

D-4. Garbage and Refuse Disposal. No site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.



D-5. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain on any corner site except in conformity with the applicable resolutions, regulations, and restrictions of the city and county boards and agencies of the City of Wichita, State of Kansas, nor shall any tree be permitted to remain within such areas unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

D-6. Radio and TV Antennas. Radio and TV aerials and antennas shall not exceed eight feet higher than the ridge of any structure and shall be attached to said structure.

D-7. Storage of Boats, Campers, Trailers, Etc. No vehicles, boats, campers, trailers, or other such contraptions or devices shall be stored or permitted to remain for more than five (5) continuous days, on any lot, except within enclosed garages or in enclosed, fenced areas in the rear yard of the residence structure situate thereon.

PART E - GENERAL PROVISIONS

E-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the sites has been recorded agreeing to terminate said covenants or change them in whole or in part.

E-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, or both.

E-3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Crane Homes of Kansas, Inc.

Attest: _____
Secretary Vice President

State of Kansas)
County of Sedgwick))ss

The foregoing instrument was acknowledged before me this
day of _____, 1979 by _____
_____ as Vice President and _____
_____ as Secretary of Crane Homes of Kansas, Inc.

Witness my hand and official seal.
My commission expires _____

Notary Public



AFFADAVIT OF PUBLICATION

02104 Published in The Daily Record, Aug. 15, 1980

RESOLUTION
REGULATION OF FINDINGS AND ADVISABILITY
AND RESOLUTION AUTHORIZING IMPROVING OF
KEITH AND WESTLAWN FROM THE NORTH LINE OF
17TH STREET NORTH TO THE NORTH LINE OF
WESTLAWN; WESTLAWN FROM THE EAST LINE OF
BYRON TO THE WEST LINE OF TYLER ROAD; 17TH
STREET NORTH FROM THE EAST LINE OF BLOCK 5,
AMARAZO ESTATES TO THE EAST LINE OF
WESTFIELD, WESTPORT AND CHERYL FROM THE
EAST LINE OF WESTFIELD TO THE SOUTH LINE OF
JAMESBURG; CHERYL FROM THE NORTH LINE OF
JAMESBURG TO THE SOUTH LINE OF WESTLAWN;
WOOD COURT (LOTS 6 THROUGH 13, BLOCK F)
FROM THE EAST LINE OF WOOD TO AND
INCLUDING CUL-DE-SAC; WOOD COURT (LOTS 14
THROUGH 21, BLOCK F) FROM THE EAST LINE OF
WOOD TO AND INCLUDING CUL-DE-SAC; WOOD
COURT (LOTS 22 THROUGH 31, BLOCK F) FROM THE
WEST LINE OF WOOD TO AND INCLUDING
CUL-DE-SAC; WESTLAWN COURT FROM THE
SOUTH LINE OF WESTLAWN TO AND INCLUDING
CUL-DE-SAC; WESTFIELD FROM THE NORTH LINE
OF 17TH STREET NORTH TO THE SOUTH LINE OF
JAMESBURG; JAMESBURG FROM THE EAST LINE
OF KEITH TO THE WEST LINE OF TYLER ROAD;
JAMESBURG COURT FROM THE SOUTH LINE OF
JAMESBURG TO AND INCLUDING CUL-DE-SAC;
KEITH COURT FROM THE EAST LINE OF KEITH TO
AND INCLUDING CUL-DE-SAC; CHERYL COURT
LOTS 7 THROUGH 20, BLOCK G FROM THE EAST
LINE OF CHERYL TO AND INCLUDING CUL-DE-SAC;
CHERYL COURT (LOTS 21 THROUGH 34) FROM THE
EAST LINE OF CHERYL TO AND INCLUDING
CUL-DE-SAC; WOOD FROM THE NORTH LINE OF
JAMESBURG TO THE SOUTH LINE OF WESTLAWN;
18TH STREET NORTH AND WOOD FROM THE EAST
LINE OF WESTFIELD TO THE SOUTH LINE OF
JAMESBURG 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 KEITH AND WESTLAWN FROM THE
NORTH LINE OF 17TH STREET NORTH TO THE
NORTH LINE OF WESTFIELD; WESTFIELD FROM
THE EAST LINE OF BYRON TO THE WEST LINE OF
TYLER ROAD; 17TH STREET NORTH FROM THE
EAST LINE OF WESTFIELD, WESTPORT AND
CHERYL FROM THE EAST LINE OF WESTFIELD TO
THE SOUTH LINE OF JAMESBURG; CHERYL FROM
THE NORTH LINE OF JAMESBURG TO THE SOUTH
LINE OF WESTLAWN; WOOD COURT (LOTS 6
THROUGH 13, BLOCK F) FROM THE EAST LINE OF
WOOD TO AND INCLUDING CUL-DE-SAC; WOOD
COURT (LOTS 14 THROUGH 21, BLOCK F) FROM THE
EAST LINE OF WOOD TO AND INCLUDING
CUL-DE-SAC; WESTLAWN COURT FROM THE
SOUTH LINE OF WESTLAWN TO AND INCLUDING
CUL-DE-SAC; WESTFIELD FROM THE NORTH LINE
OF 17TH STREET NORTH TO THE SOUTH LINE OF
JAMESBURG; JAMESBURG FROM THE EAST LINE
OF KEITH TO THE WEST LINE OF TYLER ROAD;
JAMESBURG COURT FROM THE SOUTH LINE OF
JAMESBURG TO AND INCLUDING CUL-DE-SAC;
KEITH COURT FROM THE EAST LINE OF KEITH TO
AND INCLUDING CUL-DE-SAC; CHERYL COURT
(LOTS 7 THROUGH 20, BLOCK G) FROM THE
EAST LINE OF CHERYL TO AND INCLUDING
CUL-DE-SAC; CHERYL COURT (LOTS 21
THROUGH 34) FROM THE EAST LINE OF CHERYL TO
AND INCLUDING CUL-DE-SAC; WOOD FROM THE
NORTH LINE OF JAMESBURG TO THE SOUTH LINE
OF WESTLAWN; 18TH STREET NORTH AND WOOD
FROM THE EAST LINE OF WESTFIELD TO THE
SOUTH LINE OF JAMESBURG IN THE CITY OF
WICHITA, KANSAS, ARE HEREBY MADE TO WIT:
SECTION 1. That it is necessary and in the public
interest to pave the following streets in the manner
described:
That there be constructed pavement on:
Keith and Westlawn from the north line of 17th Street
North to the north line of Westlawn;
Westlawn from the east line of Byron to the west line of
Tyler Road;
17th Street North from the east line of Block 5,
Amarazo Estates to the east line of Westfield.
That said pavement between aforesaid limits be
constructed for a width of thirty-two (32) feet from center
line to center line, pavement combined curb and gutter to be
two (2) feet and six (6) inches in width, making a total
roadway of thirty-six (36) feet; that said pavement shall
consist of an asphaltic concrete base and an asphaltic
concrete wearing surface, composed of stone, sand,
mineral filler, and asphalt according to Ordinance No.
35-572.
That there be constructed pavement on:
Westport and Cheryl from the east line of Westfield to
the south line of Jamesburg;
Cheryl from the north line of Jamesburg to the south
line of Westlawn;
Wood Court (lots 6 through 13, block F) from the east
line of Wood to and including cul-de-sac;
Wood Court (lots 14 through 21, block F) from the east
line of Wood to and including cul-de-sac;
Wood Court (lots 22 through 31, block F) from the
west line of Wood to and including cul-de-sac;
Westlawn Court from the south line of Westlawn to and

gutter to be two (2) feet and six (6) inches in width,
making a total roadway of twenty-eight (28) feet; that said
pavement shall consist of an asphaltic concrete base and
an asphaltic concrete wearing surface, composed of
stone, sand, mineral filler, and asphalt according to
Ordinance No. 35-572.

Parking to be prohibited on one side of Keith Court
from the east line of Keith to and including cul-de-sac;
Parking to be prohibited on one side of Cheryl Court
(lots 7 through 20, block G) from the east line of Cheryl
to and including cul-de-sac;
Parking to be prohibited on one side of Cheryl Court
(lots 21 through 34) from the east line of Cheryl to and
including cul-de-sac.

Parking to be prohibited on one side of Wood from the
north line of Jamesburg to the south line of Westlawn.
Parking to be prohibited on one side of 18th street
North and Wood from the east line of Westfield to the
south line of Jamesburg.

That there be constructed sidewalk on:
Both sides of Keith and Westlawn from the north line
of 17th Street North to the north line of Westlawn;
Both sides of 17th Street from the east line of Drainage
Dedication to the east line of Westfield.
The north side of Westlawn from its east line of
Tyler Road to the west line of Tyler Road.

That said sidewalk between aforesaid limits be
constructed for a width of four (4) feet, and a thickness of
four (4) inches, and composed of concrete according to
specifications to be furnished by the City Engineer.

That a concrete box be constructed at the Drainage
Dedication and 17th Street North between Amarazo
Estates Addition and Jamesburg Park Addition. That
said box limit flow to 1250 c.f.s. and be constructed
according to specifications to be furnished by the City
Engineer.

SECTION 2. That the cost of said improvement
provided for in Section 1 hereof is estimated to be One
Hundred Fifty Thousand Dollars (150,000.00) Dollars
(\$1,572,000.00) payable by the improvement district and
Three Hundred Twenty Thousand Dollars (\$320,000.00)
payable by the City of Wichita at large for inter-sections,
sidewalk, box culvert, pavement over bridge and two (2)
feet of extra width on Keith and Westlawn from the north
line of 17th Street North to the south line of Westlawn;
Westlawn from the east line of Byron to the west line of
Tyler Road; 17th Street North from the east line of Block
5, Amarazo Estates to the east line of Westfield. Said
estimated cost as shown set forth 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. The net cost of said improvement, when
ascertained, shall be assessed against the land lying
within a benefit district described as follows:
Lots 1 through 10 inclusive, Block A,
Lots 1 through 21 inclusive, Block B,
Lots 12 through 30 inclusive, Block C,
Lots 13 through 20 inclusive, Block D,
The Southeast 1/4 25 feet of Lot 21, Block D,
The Southeast 20.92 feet of Lot 21, Block D,
Lots 1 through 50 inclusive, Block E,
Lots 1 through 26 inclusive, Block F,
Lots 1 through 41 inclusive, Block G,
Lots 1 through 7 inclusive, Block H,
Lots 1 through 8 inclusive, Block J,
Lots 1 through 28 inclusive, Block K,
Lots 1 through 18 inclusive, Block L,
Lots 1 through 25 inclusive, Block M,
All in Jamesburg Park Addition,
The South 37.44 feet of Lot 11, Block A,
Jamesburg Park Addition,
The South 55.45 feet of Lot 12, Block A,
Jamesburg Park Addition,
All of the Park Reserve, Jamesburg Park Addition.
A tract of land in the Northeast Quarter, Section 8,
Township 27, Range 1 West described as 225 feet
adjacent to and southeasterly of the southeasterly line of
Cheryl from the northeasterly line of Lot 1, Block J,
Jamesburg Park Addition to the south line of Block H,
Jamesburg Park Addition.

SECTION 4. The method of apportioning the net cost
of said improvement to the owners of land liable for
assessment therefor shall be on a fractional basis:
Lots 1 through 10 inclusive, Block A; Lots 1 through 21
inclusive, Block B; Lots 12 through 20 inclusive, Block C;
Lots 13 through 20 inclusive, Block D; all in Jamesburg
Park Addition shall each pay 19701,272,812 of the total cost
payable by the improvement district.
The Southeast 1/4 25 feet of Lot 21, Block D, shall pay
6091,272,812 of the total cost payable by the
improvement district.
The Southeast 20.92 feet of Lot 21, Block D, shall pay
6091,272,812 of the total cost payable by the
improvement district.
Lots 1 through 50 inclusive, Block E; Lots 1 through 26
inclusive, Block F; Lots 1 through 41 inclusive, Block G;
Lots 1 through 7 inclusive, Block H; Lots 1 through 8
inclusive, Block J; Lots 1 through 28 inclusive, Block K;
Lots 1 through 18 inclusive, Block L; Lots 1 through 25
inclusive, Block M; all in Jamesburg Park Addition, shall
each pay 45201,272,812 of the total cost payable by the
improvement district.

A tract of land in the Northeast Quarter, Section 8,
Township 27, Range 1 West described as 225 feet
adjacent to and southeasterly of the southeasterly line of
Cheryl from the northeasterly line of Lot 1, Block J,
Jamesburg Park Addition to the south line of Block H,
Jamesburg Park Addition shall pay 19,800,127,812 of the
total cost payable by the improvement district.
All of the Park Reserve, Jamesburg Park Addition,
shall pay 19,800,127,812 of the total cost payable by the
improvement district.
The South 37.44 feet of Lot 11, Block A, Jamesburg
Park Addition shall pay 57,630,127,812 of the total cost

STATE OF KANSAS,
COUNTY OF SEDGWICK, SS:
CONNIE STOWELL

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
day as follows:

AUG 15 1980

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

Connie Stowell
Business Manager

Subscribed and sworn to before
me this 18 day
of Aug 19 80

Twila M. Black
Notary Public

My commission expires
April 2, 1984

PUBLICATION FEES

\$ 53.84
287

TWILA M. BLACK
STATE NOTARY PUBLIC
SEDGWICK COUNTY, KS
MY APPT. EXPIRES 4-2-84

CUL-DE-SAC; WESTFIELD FROM THE NORTH LINE OF 17TH STREET NORTH TO THE SOUTH LINE OF JAMESBURG; JAMESBURG FROM THE EAST LINE OF KEITH TO THE WEST LINE OF TYLER ROAD; JAMESBURG COURT FROM THE SOUTH LINE OF JAMESBURG TO AND INCLUDING CUL-DE-SAC; KEITH COURT FROM THE EAST LINE OF KEITH TO AND INCLUDING CUL-DE-SAC; CHERYL COURT (LOTS 7 THROUGH 20, BLOCK G) FROM THE EAST LINE OF CHERYL TO AND INCLUDING CUL-DE-SAC; CHERYL COURT (LOTS 21 THROUGH 34) FROM THE EAST LINE OF CHERYL TO AND INCLUDING CUL-DE-SAC; WOOD FROM THE NORTH LINE OF JAMESBURG TO THE SOUTH LINE OF WESTLAWN; 18TH STREET NORTH AND WOOD FROM THE EAST LINE OF WESTFIELD TO THE SOUTH LINE OF JAMESBURG 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 KEITH AND WESTLAWN FROM THE NORTH LINE OF 17TH STREET NORTH TO THE NORTH LINE OF WESTLAWN; WESTLAWN FROM THE EAST LINE OF BYRON TO THE WEST LINE OF TYLER ROAD; 17TH STREET NORTH FROM THE EAST LINE OF BLOCK 5, AMARADO ESTATES TO THE EAST LINE OF WESTFIELD; WESTPORT AND CHERYL FROM THE EAST LINE OF WESTFIELD TO THE SOUTH LINE OF JAMESBURG; CHERYL FROM THE NORTH LINE OF JAMESBURG TO THE SOUTH LINE OF WESTLAWN; WOOD COURT (LOTS 6 THROUGH 13, BLOCK F) FROM THE EAST LINE OF WOOD TO AND INCLUDING CUL-DE-SAC; WOOD COURT (LOTS 14 THROUGH 21, BLOCK F) FROM THE EAST LINE OF WOOD TO AND INCLUDING CUL-DE-SAC; WOOD COURT (LOTS 22 THROUGH 34) FROM THE WEST LINE OF WOOD TO AND INCLUDING CUL-DE-SAC; WESTLAWN COURT FROM THE SOUTH LINE OF WESTLAWN TO THE EAST LINE OF 17TH STREET NORTH TO THE SOUTH LINE OF JAMESBURG; JAMESBURG FROM THE EAST LINE OF KEITH TO THE WEST LINE OF TYLER ROAD; JAMESBURG COURT FROM THE SOUTH LINE OF JAMESBURG TO AND INCLUDING CUL-DE-SAC; KEITH COURT FROM THE EAST LINE OF KEITH TO AND INCLUDING CUL-DE-SAC; CHERYL COURT (LOTS 7 THROUGH 20, BLOCK G) FROM THE EAST LINE OF CHERYL TO AND INCLUDING CUL-DE-SAC; CHERYL COURT (LOTS 21 THROUGH 34) FROM THE EAST LINE OF CHERYL TO AND INCLUDING CUL-DE-SAC; WOOD FROM THE NORTH LINE OF JAMESBURG TO THE SOUTH LINE OF WESTLAWN; 18TH STREET NORTH AND WOOD FROM THE EAST LINE OF WESTFIELD TO THE SOUTH LINE OF JAMESBURG IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO WIT:

SECTION 1. That it is necessary and in the public interest to pave the following streets in the manner described:

That there be constructed pavement on:
 Keith and Westlawn from the north line of 17th Street North to the north line of Westlawn.
 Westlawn from the east line of Byron to the west line of Tyler Road.

17th Street North from the east line of Block 5, Amarado Estates to the east line of Westfield.
 That said pavement between aforesaid limits be constructed for a width of thirty-two (32) feet from center line to gutter line, cement combined curb and gutter to be two (2) feet and six (6) inches in width, making a total roadway of thirty-six (36) feet; that said pavement shall consist of an asphaltic concrete base and an asphaltic concrete wearing surface, composed of stone, sand, mineral filler, and asphalt according to Ordinance No. 38-572.

That there be constructed pavement on:
 Westport and Cheryl from the east line of Westfield to the south line of Jamesburg.

Cheryl from the north line of Jamesburg to the south line of Westlawn.
 Wood Court (Lots 6 through 13, Block F) from the east line of Wood to and including cul-de-sac.
 Wood Court (Lots 14 through 21, Block F) from the east line of Wood to and including cul-de-sac.
 Westlawn Court from the south line of Westlawn to and including cul-de-sac.

Westfield from the north line of 17th Street North to the south line of Jamesburg.
 Jamesburg from the east line of Keith to the west line of Tyler Road.

Jamesburg Court from the south line of Jamesburg to and including cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, cement combined curb and gutter to be two (2) feet and six (6) inches in width, making a total roadway of thirty-four (34) feet; that said pavement shall consist of an asphaltic concrete base and an asphaltic concrete wearing surface, composed of stone, sand, mineral filler, and asphalt according to Ordinance No. 38-572.

That there be constructed pavement on:
 Keith Court from the east line of Keith to and including cul-de-sac.

Cheryl Court (Lots 7 through 20, Block G) from the east line of Cheryl to and including cul-de-sac.

Cheryl Court (Lots 21 through 34) from the east line of Cheryl to and including cul-de-sac.

Wood from the north line of Jamesburg to the south line of Westlawn.

18th Street North and Wood from the east line of Westfield to the south line of Jamesburg.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, cement combined curb and

dedication to the east line of Westlawn.
 The curb side of Westlawn from the east line of Westlawn to the west line of Tyler Road.

That said sidewalk between aforesaid limits be constructed for a width of four (4) feet, curb and thickness of four (4) inches, and be composed of concrete according to specifications to be furnished by the City Engineer.

That a concrete box be constructed at the Entrance Dedication and 17th Street North between Amarado Estates Addition and Jamesburg Park Addition. That said box limit flow to 1250 c.f.s. and be constructed according to specifications to be furnished by the City Engineer.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be One Million Five Hundred Seventy-two Thousand Dollars (\$1,572,000.00) payable by the improvement district and Three Hundred Twenty Thousand Dollars (\$300,000.00) payable by the City of Wichita at large for intersections, sidewalk, box culvert, pavement over bridge and two (2) feet of extra width on Keith and Westlawn from the north line of 17th Street North to the south line of Westlawn; Westlawn from the east line of Byron to the west line of Tyler Road; 17th Street North from the east line of Block 5, Amarado Estates to the east line of Westfield. 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:
 Lots 1 through 10 inclusive, Block A,
 Lots 1 through 21 inclusive, Block B,
 Lots 12 through 20 inclusive, Block C,
 Lots 13 through 20 inclusive, Block D,
 The Southeast 18.30 feet of Lot 12, Block D,
 The Southeast 20.62 feet of Lot 21, Block D,
 Lots 1 through 50 inclusive, Block E,
 Lots 1 through 35 inclusive, Block F,
 Lots 1 through 41 inclusive, Block G,
 Lots 1 through 7 inclusive, Block H,
 Lots 1 through 8 inclusive, Block J,
 Lots 1 through 23 inclusive, Block K,
 Lots 1 through 13 inclusive, Block L,
 Lots 1 through 28 inclusive, Block M,
 All in Jamesburg Park Addition,
 The South 574.44 feet of Lot 11, Block A,
 Jamesburg Park Addition,
 The South 59.49 feet of Lot 12, Block A,
 Jamesburg Park Addition.

All of the Park Reserve, Jamesburg Park Addition.
 A tract of land in the Northeast Quarter, Section 8, Township 27, Range 1 West, consisting of a 225-foot adjacent to and southeasterly of the southeasterly line of Cheryl from the northeastern line of Lot 1, Block J, Jamesburg Park Addition to the south line of Block H, Jamesburg Park 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 fractional basis:
 Lots 1 through 10 inclusive, Block A; Lots 1 through 21 inclusive, Block B; Lots 12 through 20 inclusive, Block C; Lots 13 through 20 inclusive, Block D; all in Jamesburg Park Addition shall each pay 197,011,272.812 of the total cost payable by the improvement district.

The Southeast 18.30 feet of Lot 12, Block D, Jamesburg Park Addition shall pay 124,111,272.812 of the total cost payable by the improvement district.

The Southeast 20.62 feet of Lot 21, Block D, shall pay 60,127,282.12 of the total cost payable by the improvement district.

Lots 1 through 50 inclusive, Block E; Lots 1 through 35 inclusive, Block F; Lots 1 through 41 inclusive, Block G; Lots 1 through 7 inclusive, Block H; Lots 1 through 8 inclusive, Block J; Lots 1 through 23 inclusive, Block K; Lots 1 through 13 inclusive, Block L; Lots 1 through 28 inclusive, Block M; all in Jamesburg Park Addition shall each pay 450,127,282.12 of the total cost payable by the improvement district.

A tract of land in the Northeast Quarter, Section 8, Township 27, Range 1 West described as 225 feet adjacent to and southeasterly of the southeasterly line of Cheryl from the northeastern line of Lot 1, Block J, Jamesburg Park Addition to the north line of Block H, Jamesburg Park Addition shall pay 33,000,127,282.12 of the total cost payable by the improvement district.

All of the Park Reserve, Jamesburg Park Addition, shall pay 109,000,127,282.12 of the total cost payable by the improvement district.

The South 59.49 feet of Lot 12, Block A, Jamesburg Park Addition shall pay 634,111,272.812 of the total cost payable by the improvement district.

The South 574.44 feet of Lot 11, Block A, Jamesburg Park Addition shall pay 57,450,111,272.812 of the total cost payable by the improvement district.

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; and except when sidewalks are constructed adjacent to a particular tract, lot, or parcel, the cost of said tract, lot, or parcel 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. 38-570 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 thereof, 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. 12-641 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 forth in this resolution.

SECTION 9. That the City Clerk shall make proper

been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office 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 _____ consecutive _____ as follows:

AUG 15 1980
 1st _____
 2nd _____
 3rd _____
 4th _____
 5th _____
 6th _____

Corina Powell
 Business Manager

Subscribed and sworn to before me this _____ day

of Aug 19 1980

Shirley M. Bliss
 Notary Public

My commission expires April 2, 1984

PUBLICATION FEES
 \$ 53.84
 287

TWILA M. BLACK
 STATE NOTARY PUBLIC
 SEDGWICK COUNTY, KS
 MY APPT. EXPIRES 4-2-84

publication of this resolution, which shall be deemed to be in the official City color and which shall be deemed to be from and after said publication.

ADOPTED at Wichita, Kansas, this 12th day of August, 1980.

ROBERT G. KNIGHT, Mayor
 ATTEST: (SEAL) DONALD C. GISICK, City Clerk

AFFADAVIT OF PUBLICATION

01094 Published in The Daily Record, July 25, 1980

RESOLUTION
RESOLUTION OF THE BOARD OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 1, MAIN 4, WESTLINK SEWER IN THE CITY OF WICHITA, KANSAS PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING LATERAL 1, MAIN 4, WESTLINK SEWER IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 1, Main 4, Westlink Sower in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Five Hundred Forty-Eight Thousand Dollars (\$548,000.00) payable by the improvement district. Said estimated cost payable as above set forth is hereby increased at the pro rata rate of 1 1/2% per month from and after the date of June 15, 1980.

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:

- Lots 24 through 30 inclusive, Block C
- Lots 1 through 30 inclusive, Block E
- Lots 1 through 35 inclusive, Block F
- Lots 1 through 41 inclusive, Block G
- Lots 1 through 7 inclusive, Block H
- Lots 7 and 8, Block J
- Lots 1 through 23 inclusive, Block K
- Lots 1 through 18 inclusive, Block L
- Lots 1 through 26 inclusive, Block M
- All in Jamesburg Park.

A tract of land in Section 8, Township 27, Range 1 West more fully described as beginning at the Southwest Corner of Lot 7, Block H, Jamesburg Park Addition, thence East along the south line of said Block H to the west line of Tyler Road, thence south 120 feet along the west line of Tyler Road, thence west parallel to the south line of said Block H to the east line of Cheryl Avenue, thence northerly along the east line of Cheryl Avenue to point of beginning.

A tract of land in Section 8, Township 27, Range 1 West more fully described as beginning at the Southeast corner of Lot 30, Block G, Jamesburg Park Addition, thence South 134.56 feet along the west line of Keith Street, thence Northwest, parallel and 120 feet Southwest of the southerly line of Block G, Jamesburg Park Addition, to the east line of Drainage Dedication, thence North 134.56 feet to southwest line of said block, thence easterly along southerly line of said block 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 fractional basis: Lots 1 through 30 inclusive, Block C; Lots 1 through 30 inclusive, Block E; Lots 1 through 35 inclusive, Block F; Lots 1 through 41 inclusive, Block G; Lots 1 through 7 inclusive, Block H; Lots 7 and 8, Block J; Lots 1 through 23 inclusive, Block K; Lots 1 through 18 inclusive, Block L; Lots 1 through 26 inclusive, Block M; all in Jamesburg Park, shall each pay 1/223 of the total cost payable by the improvement district.

A tract of land in Section 8, Township 27, Range 1 West more fully described as beginning at the Southwest Corner of Lot 7, Block H, Jamesburg Park Addition, thence East along the south line of said Block H to the west line of Tyler Road, thence South 120 feet along the west line of Tyler Road, thence west parallel to the south line of said Block H to the east line of Cheryl Avenue, thence northerly along the east line of Cheryl Avenue to point of beginning shall pay 7/223 of the total cost payable by the improvement district.

A tract of land in Section 8, Township 27, Range 1 West more fully described as beginning at the Southwest corner of Lot 30, Block G, Jamesburg Park Addition, thence South 134.56 feet along the west line of Keith Street, thence Northwest, parallel and 120 feet southwest of the southwest line of Block G, Jamesburg Park Addition, to the east line of Drainage Dedication, thence North 134.56 feet to southwest line of said block, thence southeasterly along southwest line of said block to point of beginning, shall pay 7/223 of the total cost payable by the improvement district. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That 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 C.S.A. 1979 Supp. 12-601, et seq.

SECTION 9. If it is 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 22nd day of July,

1980
ROBERT G. KNIGHT, Mayor
ATTEST: DALE E. BEA, Deputy City Clerk

STATE OF KANSAS,
COUNTY OF SEDGWICK, SS:

CONNIE STOWELL

, 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 _____ consecutive days as follows:

JUL 25 1980

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

Connie Stowell
Business Manager

Subscribed and sworn to before me this 25 day of July 1980

Doris M. Beach
Notary Public

My commission expires April 2, 1984

PUBLICATION FEES

\$ 22.51
120

TWILA M. BLACK
STATE NOTARY PUBLIC
SEDGWICK COUNTY, KS
MY APPT. EXPIRES 4-2-84

AFFIDAVIT OF PUBLICATION

02003 Published in The Daily Record, July 25, 1980
RESOLUTION
RESOLUTION AUTHORIZING CONSTRUCTION AND
OF MAIN 4, WESTLINK SEWER IN THE CITY OF
WICHITA, KANSAS PURSUANT TO FINDINGS OF
ADVISABILITY MADE BY THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING MAIN 4, WESTLINK SEWER IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO WIT:

SECTION 1. That it is necessary and in the public interest to construct Main 4, Westlink Sewer in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Sixty Thousand Dollars (\$160,000.00) 50% payable by the City of Wichita at large and 50% payable by the improvement district. Said estimated cost as above set forth is hereby increased at the job-rata rate of 1 1/2% per month from and after the date of approval of this resolution.

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

All Lots and Blocks in Jamesburg Park Addition. All of the Park Reserve, Jamesburg Park Addition. A tract of land in Section 8, Township 27, Range 1 West more fully described as beginning at the Southeast Corner, Northeast Quarter, Section 8, Township 27, Range 1 West, thence south 89 degrees 35 minutes 18 seconds west to the Southeast Corner of Lot 1, Block J, Jamesburg Park Addition, thence northwest along the northeast line of said Lot 1 to the southeast line of Cheryl, thence northwest along the southeast line of Cheryl to the southwest corner of Lot 7, Block H, Jamesburg Park Addition, thence east along the south line of Block H and extended to the east line of said section, thence south to point of beginning, except the east 349 feet of the south 189 feet and except street right-of-way.

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. 1978 Supp. 12-6001 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 22nd day of July, 1980.

ROBERT G. KNIGHT, Mayor
 ATTEST: (SEAL) DALE E. REA, Deputy City Clerk

STATE OF KANSAS,
 COUNTY OF SEDGWICK, SS:

CONNIE STOWELL, 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 _____ consecutive _____ days as follows:

JUL 25 1980
 1st _____
 2nd _____
 3rd _____
 4th _____
 5th _____
 6th _____

Connie Stowell
 Business Manager

Subscribed and sworn to before me this 28 day of July 1980

Dwila M. Black
 Notary Public

My commission expires

April 2, 1984

PUBLICATION FEES

\$ 15.01
80

TWILA M. BLACK
 STATE NOTARY PUBLIC
 SEDGWICK COUNTY, KS
 MY APPT. EXPIRES 4-2-84

AFFADAVIT OF PUBLICATION

(1989 Published in The Daily Record, July 25, 1980/11)

RESOLUTION
RESOLUTION AUTHORIZING CONSTRUCTION OF STORM WATER SEWER #197 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 STORM WATER SEWER #197 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Storm Water Sewer #197 in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Four Hundred Ninety-Two Thousand Dollars (\$492,000.00) 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:

- Lots 1 through 10 inclusive, Block A;
- Lot 11, Block A, except that portion described as beginning at the Northwest Corner of Lot 11, thence North 69 degrees 35 minutes, 35 seconds East 629.79 feet, thence South 142 feet along the west line of Lot 12, Block A, thence Northwest to point of beginning;
- Lot 12, Block A, except the North 182 feet;
- Lots 1 through 21 inclusive, Block B;
- Lots 23 through 30 inclusive, Block C;
- The South half of Lot 12, Block D, and Lots 13 through 23 inclusive, Block D;
- Lots 1 through 30 inclusive, Block E;
- Lots 1 through 35 inclusive, Block F;
- Lots 1 through 41 inclusive, Block G;
- Lots 1 through 7 inclusive, Block H;
- Lots 1 through 8 inclusive, Block J;
- Lots 1 through 23 inclusive, Block K;
- Lots 1 through 18 inclusive, Block L;
- Lots 1 through 23 inclusive, Block M;
- All in Jamesburg Park Addition, Park Reserve, Jamesburg Park.

A tract of land in Section 8, Township 27, Range 1 West more fully described as beginning at the Southeast Corner, Northeast Quarter, Section 8, Township 27, Range 1 West, thence South 89 degrees, 35 minutes, 18 seconds West to the Southeast Corner of Lot 1, Block J, Jamesburg Park Addition, thence Northwest along the Northeast line of said Lot 1, to the southeast line of Cheryl, thence northeasterly along the southeast line of

Cheryl to the southwest corner of Lot 7, Block H, Jamesburg Park Addition, thence east along the south line of Block H and extended to the east line of said section, thence south to point of beginning, except the east 349 feet of the south 158 feet and except street right-of-way.

SECTION 4. That the method of apportioning all costs of said improvement attributable to the owners of land liable for assessment shall be on a fractional basis: Lots 1 through 10 inclusive, Block A; Lots 1 through 21 inclusive, Block B; Lots 23 through 30 inclusive, Block C; Lots 13 through 23 inclusive, Block D; Lots 1 through 50 inclusive, Block E; Lots 1 through 35 inclusive, Block F; Lots 1 through 41 inclusive, Block G; Lots 1 through 7 inclusive, Block H; Lots 1 through 8 inclusive, Block J; Lots 1 through 23 inclusive, Block K; Lots 1 through 18 inclusive, Block L; Lots 1 through 26 inclusive, Block M; all in Jamesburg Park shall each pay 753/492,172 of the total cost payable by the improvement district.

The South Half of Lot 12, Block D, shall pay 583/492,172 of the total cost payable by the improvement district.

Lot 11, Block A, Jamesburg Park Addition, except that portion described as beginning at the Northwest Corner of Lot 11, thence North 69 degrees 35 minutes 35 seconds East, 629.79 feet, thence south 142 feet along the west line of Lot 12, Block A, thence Northwest to point of beginning shall pay 134,720/492,172 of the total cost payable by the improvement district.

Lot 12, Block A, except the North 182 feet shall pay 100,793/492,172 of the total cost payable by the improvement district.

Park Reserve, Jamesburg Park shall pay 35,574/492,172 of the total cost payable by the improvement district.

A tract of land in Section 8, Township 27, Range 1 West more fully described as beginning at the Southeast Corner, Northeast Quarter, Section 8, Township 27, Range 1 West thence South 89 degrees 35 minutes 18 seconds West to the Southeast Corner of Lot 1, Block J, Jamesburg Park Addition, thence Northwest along the northeast line of said Lot 1, to the southeast line of Cheryl, thence northeasterly along the southeast line of Cheryl to the Southwest Corner of Lot 7, Block H, Jamesburg Park Addition, thence east along the south line of Block H extended to the east line of said section, thence south to point of beginning, except the east 349 feet of the south 158 feet and except street right-of-way shall pay 14,014/492,172 of the total cost payable by the improvement district. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That 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. 35-70 under the criteria established for "hardship deferrals".

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. 16-29 Supp. 12-6-01 et seq.

SECTION 9. It is 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 22nd day of July, 1980

ROBERT G. KNIGHT, Mayor
ATTEST: (SEAL) DALE E. REA, Deputy City Clerk

STATE OF KANSAS,
COUNTY OF SEDGWICK, KS:

CONNIE STOWELL, 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 / consecutive / as follows:

- 1st JUL 25 1980
- 2nd
- 3rd
- 4th
- 5th
- 6th

Connie Stowell
Business Manager

Subscribed and sworn to before me this 23 day of July 19 80

Dwaine M. Black
Notary Public

My commission expires April 2, 1981

PUBLICATION FEES

\$ 25.70
137

TWILA M. BLACK
STATE NOTARY PUBLIC
SEDGWICK COUNTY, KS
MY APPT. EXPIRES 4-2-81

(1992 Published in The Daily Record, July 25, 1980)11

RESOLUTION
RESOLUTION OF FINDING OF ADVISABILITY AND
RESOLUTION AUTHORIZING CONSTRUCTION OF
STORM WATER DRAIN #45 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 STORM WATER DRAIN #45 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Storm Water Drain #45 in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be Two Hundred Thousand Dollars (\$200,000.00) 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 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 Jamesburg Park Addition.

Park Reserve, Jamesburg Park Addition.
 A tract of land in Section 8, Township 27, Range 1 West more fully described as beginning at the Southeast Corner, Northeast Quarter, Section 8, Township 27, Range 1 West, thence South 89 degrees 35 minutes 18 seconds West to the Southeast Corner of Lot 1, Block J, Jamesburg Park Addition, thence northwest along the northeast line of said Lot 1, to the southeast line of Cheryl, thence northeasterly along the southeast line of Cheryl to the Southwest Corner of Lot 7, Block H, Jamesburg Park Addition, thence east along the south line of Block H and extended to the east line of said section, thence south to point of beginning, except the east 349 feet of the south 159 feet and except street right-of-way.

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 there 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. 1979 Supp. 12-6a01 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 22nd day of July, 1980.
 ROBERT G. KNIGHT, Mayor
 ATTEST: DALE E. REA, Deputy City Clerk

STATE OF KANSAS,
 COUNTY OF SEDGWICK, 55:

CONNIE STOWELL

, 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 1 as follows:

- JUL 25 1980
- 1st _____
 - 2nd _____
 - 3rd _____
 - 4th _____
 - 5th _____
 - 6th _____

Connie Stowell
 Business Manager

Subscribed and sworn to before me this 23 day of July 1980

Dwila M. Black
 Notary Public

My commission expires April 2, 1981

PUBLICATION FEES

\$ 15.01
 80

TWILA M. BLACK
 STATE NOTARY PUBLIC
 SEDGWICK COUNTY, KS
 MY APPT. EXPIRES 4-2-81

WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING DEPARTMENT

5/0 79-113 file

MAPC HEARING DATE: 5-8-80

Case No. Z-2240 & DP-105

Request: "AA" & "LC" to
"A", "R-6" & "LC"
Jamesburg Park
Commercial C.U.P.

Location: Southwest corner of 21st Street North and Tyler.

Reason: To develop the site with a shopping center and associated commercial uses.

Acres: Z-2240 23.2 Size: 1000' x 1360' (irregular)
DP-105 6.2 425' x 640'

	Land Use	Zoning
Existing	Undeveloped	"AA" & "LC"
North	Undeveloped	"R-1" & "LC"
East	Undeveloped	"R-1" & "LC"
South	Undeveloped	"AA"
West	Undeveloped	"AA"

Adequate street Right-of-way to be acquired at the time of platting.

Platted: Being platted as Jamesburg Park.

History: None

COMMENTS:

1. The following should be considered by the Planning Commission in making findings of fact.

In compliance with Section 28.04.190 of the Code of the City of Wichita, an application has been submitted proposing a commercial Community Unit Plan (C.U.P.) located at the southwest corner of 21st Street North and Tyler. The proposed C.U.P. is approximately 6.2 acres in size.

Rezoning has been requested from "AA" Single-family to "LC" for Parcel 2 of the C.U.P. In addition to the rezoning requested within the C.U.P., the associated zone case (Z-2240) is proposing 17.34 acres of "R-6" General Residential to the west and south of the C.U.P. and 4.99 acres of "A" Two-family south of the proposed "R-6".
2. The list of proposed uses for Parcel 1 (approximately .92 acres) includes automotive, financial, office and convenience and

retail commercial. A maximum of 16,000 square feet of floor area would be permitted in one building. Proposed uses for Parcel 2 (approximately 5.54 acres) include shopping center, offices, personal services and restaurants but specifically excluding fast food/carry out establishments and automotive uses. Maximum floor area is to be limited to 96,574 feet within a maximum of two buildings. Coverage of both parcels is to be limited to 30%.

3. The proposed "R-6" and "A" zoning will provide a buffer between the commercial activities and the single-family development to the south and west. Although staff had encouraged the filing of a C.U.P. including the "R-6" zoning, staff has no major objection to the 17 acres of "R-6".
4. The Traffic Engineering Division has indicated that major entrances, with decel lanes, are needed on 21st Street and Tyler to serve Parcel 2. The C.U.P. proposes to guarantee, at the time of platting, the decel lanes and major entrances.
5. Should the Planning Commission determine that the requested zone changes are appropriate, approval should be subject to the platting of the property within one year of the date of approval by the Board of City Commissioners or the application be considered denied and closed; and the ordinance establishing zoning shall not be published until the plat has been recorded with the Registrar of Deeds.
6. Should the Planning Commission determine that the proposed C.U.P. is appropriate, the following are recommended conditions of approval:
 - a. Platting of subject property within one year of the date of approval by the Board of City Commissioners or the application be considered denied and the case closed.
 - b. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the governing body, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
 - c. Any major changes in this development plan shall be resubmitted to the Planning Commission and to the City Commission for its consideration.
 - d. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial and residential development and be binding upon the present owners, their successors and assigns, unless amended.

TYLER ASSOCIATES
1861 S. Hydraulic #1
Wichita, Kansas 67211

86
RECEIVED
JUL 17 1980
METROPOLITAN PLANNING
ROUTE File

July 16, 1980

Mr. Tom Allen
Wichita Park Board
455 N. Main
Wichita, Kansas 67202

Dear Tom:

As you know, we have waited patiently for over 9 months to formalize a contract with the Park Board on the Jamesburg Park 20 acre parcel. We are not insensitive to the complexities of your budget process and state approvals. However, as businessmen, our patience is now strained to the limit. We have ready, willing and able buyers. I propose the following timetable to bring this transaction to a head:

1. By August 1, 1980, a state approved appraiser is appointed.
2. By September 1, 1980, the appraisal is completed.
3. By September 15, 1980, an offer in writing is made to Tyler Associates.

If this schedule is not met, we will move on the date or dates specified above to plat the reserve into single family lots.

Please write to me indicating your agreement as to the schedule. If I don't hear from you by July 25, 1980, I will assume its not acceptable and we will move to plat immediately.

Sincerely,

Tyler Associates


Leonard E. Marotte

LEM/dn

c.c. Bob Foster, Tyler Associates
Jack Galbraith, Metropolitan Planning

August 1, 1980

Donald C. Gisick, City Clerk
Jack H. Galbraith, Chief Planner

Z-2240- Zone change "AA"&"LC" to "A", "R-6" & "LC"; and
S/D 79-113 - Jamesburg Park

At the regular meeting of the Board of City Commissioners on June 3, 1980, the above captioned request for zone change was considered and approved, subject to recording the associated plat, and the City Clerk was instructed to withhold publication of the ordinance establishing the zone change until such time as the plat has been recorded. The associated plat was approved by the Board of City Commissioners on July 15, 1980.

This is to advise you that the final plat of Jamesburg Park was recorded with the Register of Deeds on July 25, 1980 and, therefore, the ordinance establishing the zone change may now be published.

Jack H. Galbraith
Chief Planner

JHG:el

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 79-113 Name Jamesburg Park
Application & Sketch Filed: 9-7-79 Approved by S/D: 2-21-80
Preliminary Plat Filed: 1-25-80 Approved by S/D: 5-15-80
Final Plat Filed: 4-21-80
Approved by Metropolitan Area Planning Commission: 5-22-80

DESCRIPTION

General Location: south of 21st St. North and west of Tyler Road.

Surveyor or Engineer: Moehring and Associates
Owner: Tyler Associates, c/o Leonard Marotte
Address: 1861 S. Hydraulic, 67211

- | | | |
|--|-----------------------|-----------------------|
| 1. Gross Acreage of Plat <u>150</u> | 6. Access Control | No. Openings <u>5</u> |
| 2. Number of Lots | St. <u>21st</u> | No. Openings <u>4</u> |
| Residential <u>310</u> | St. <u>Tyler</u> | No. Openings _____ |
| Commercial <u>2</u> | St. _____ | _____ |
| Industrial _____ | 7. Req'd Improvements | |
| Other (Park Reserve) <u>1</u> | St. Paving <u>X</u> | Water <u>X</u> |
| Total Number of Lots: <u>313</u> | Sidewalk <u>X</u> | Drainage <u>X</u> |
| 3. Minimum Lot Area: <u>6500</u> sq. ft. | Sewer <u>X</u> | Other _____ |
| 4. Existing Zoning: <u>AA and LC</u> | | |
| 5. Special Problems Discussed: <u>drainage, park reserve</u> | | |

Associated case 2-2240 requesting "A", "R-6" and "LC" zoning in the northeast portion of the plat has been approved subject to completion of this plat. Also a C.U.P. on the commercial site has been approved subject to platting. Petitions have been submitted guaranteeing the following improvements: water, street paving, sidewalks on the collector streets and adjacent to the multi-family lot, storm sewers, drainage channel, sanitary sewers, decel lane on Tyler, two major entrances into Lot 12, Block A, two left turn bays on 21st Street. Appropriate notices have been sent to property owners in the benefit districts for those the petitions which are less than 100%. A certificate has been submitted confirming the petitions. A large area in the southwest corner of the plat has been reserved for future public park purposes at the request of the Park Board. The drainage plan for this subdivision includes the construction of a box culvert at 17th Street and the drainage dedication which will limit the discharge of drainage water from this plat to 1200 cfs which is no greater than existing runoff from the undeveloped land.

A restrictive covenant providing for 4 off-street parking spaces per dwelling unit on lots located on 58-foot streets has been submitted for recording.

Planning Commission Recommendation: That this plat be approved subject to recording within 30 days after approval by the Board of City Commissioners.

Bayouth moved, Gardner seconded and it carried unanimously. Hennessy and Jones were absent. One vacancy.

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 file the Certificate of petitions and the Restrictive Covenant for parking with the Register of Deeds, the recording costs of which shall be billed to the applicant; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

7-3

Jamesburg Park

1. title binder states names of all mortgages are needed on plat

7-7-80

Leonard Maratti said
Columbia Title has
agreed to having the plat
signed by Kessler Inc.
and Leo Wetts only and
NOT by all mortgages.
Title company will furnish
me an addendum to this
effect.

7-9-80

Mike Lundebak said he had talked with Phil Dietrich and with Leonard Marathe about the need for a full decel lane on 21st adjacent to lots 12 & 13 and for a major entrance from 21st. He and Phil agreed that once the County finalized its contract with the State for road construction, the City would request a change order to extend the decel lane on 21st from its current westernmost point (400' west of Tyler) to the west line of lot 12. This will require some additional storm sewers in place of proposed open ditch. Marathe is to come in and sign a revised left turn bay petition which will include this extra length of decel lane, extra storm sewers and major entrance.

7-8-80

The petitions for Jamesburg Park were brought to Planning from Engineering at 2 PM 7-8-80. In checking through them prior to taking them to Budget, I could not find a guarantee for the major entrance on 21st. I called Mike to ask about this and he advised that a decel lane is not possible on 21st because of the County's plans to put an open ditch there. Therefore, without a decel lane petition on 21st they had no means of guaranteeing a major entrance on 21st. I told him that I had been led to believe that a decel lane on 21st was in the County road improvement plans. He said he would check the road plans ~~and~~ also to see if there is a possibility a decel lane can be put in on Tyler. Also he will check the dollar value on the left turn by petition to see if the major entrance on Tyler can be included in this petition.

I called Phil Dietrich to ask about the road plans and he said there is a decel lane proposed on 21st at about the last 400 feet

CERTIFICATE

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

I, Robert C. Foster, owner of
(give name of proposed plat, if appropriate) _____
Jamesburg Park, an addition to Wichita, Sedgwick County, Kansas

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

1. street paving (including decel lane, major entrances, left turn bays)
2. sidewalks
3. sanitary sewer main
4. sanitary sewer laterals
5. storm sewers
6. drainage channel
7. water

As a result of the above-mentioned petitions for
improvements, lots or portions thereof within Jamesburg
Park Addition may be subject to special
assessments assessed thereto for the cost of constructing the
above-described improvements.

Signed this 30th day of June, 1980.

Robert C. Foster
Robert C. Foster

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

Be it remembered that on this 30th day of June,
1980, before me, a notary public in and for said County and State,
came Robert C. Foster, to me personally
known to be the same person who executed the foregoing instrument
of writing and duly acknowledged the execution of same.

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

Lily M. Burbanks
Notary Public

My Commission Expires:
August 30, 1981

RESTRICTIVE COVENANT

TYLER ASSOCIATES, a general partnership, legal owners of the following described real estate in Sedgwick County, Kansas, to-wit:

Jamesburg Park Addition, Wichita, Sedgwick County, Kansas;

hereby make the following declaration as to restrictions, limitations and use of the above-described land, and that said declaration shall constitute a covenant running with said land owned by Tyler Associates, a general partnership, and shall be binding upon all owners and their successors, assigns, and heirs:

"Four (4) off-street parking spaces shall be provided for each dwelling unit located on a lot adjacent to a 58-foot street."

The above restriction and agreement shall be deemed a covenant running with the land and shall not be amended, deleted, or changed as long as the Metropolitan Area Planning Commission Subdivision Regulations require such parking.

IN WITNESS WHEREOF, this Restrictive Covenant has been executed on this 30th day of June, 1980, by Tyler Associates, a general partnership

TYLER ASSOCIATES, A GENERAL PARTNERSHIP

BY
B.F. ASSOCIATES, A KANSAS LIMITED PARTNERSHIP, A Partner

By Robert C. Foster
Robert C. Foster,
General Partner

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 30th day of June, 1980, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert C. Foster, General Partner of B. F. Associates, A Kansas Limited Partnership, A Partner of Tyler Associates, a General Partnership, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said Tyler Associates, a General Partnership.

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

Larry M. Curbank
Notary Public

My Appointment Expires:

August 30, 1981

6-30

Jamesburg Park
petitions

- ? Streets (phase 1) ^{inc. 17th + subways} 93%
Streets (phase 2) ^{inc. 17th + subways} 100%
Storm sewer (phase 1) 93%
Storm sewer (phase 2) 100%
Sanitary sewer main 94%
2 Sanitary sewer laterals 100%
~~Stormwater channel~~ 94%
dual lane w/ 2 major entrances 100%
? 2 left turn bays 100%

? Water 3 petitions

July 7, 1980

Mr Leonard Marotte
Mr. Robert Foster
1861 S. Hydraulic
Wichita, Kansas 67211

Re: S/D 79-113 - Jamesburg Park plat. South of 21st Street
North and West of Tyler Road

Gentlemen:

The above referenced plat has been scheduled for review by the Board of City Commissioners at their regular meeting of July 15, 1980. It is my understanding that the Engineering Department and the Water Department will have the petitions for improvements ready for scheduling on the same agenda. If the City Commission approves the plat and accepts the petitions on that date, the plat can probably be filed of record with the Register of Deeds before the end of July.

Sincerely,

Louise Olivarez
Senior Planner

LO:bh

*This letter requested by
Marotte for his banker*

6-18-80

Phil Dietrich called to express concern about the access to the commercial and multi-family lots in Jamesburg Park from 21st Street. He said the first left turn bay from 21st south into the site west of Tyler would be almost 600 feet west of Tyler. That would put it almost on the line between lots 11 & 12. There are no proposed left turn bays into Lot 11 from 21st. The County does not want to request any road plan changes which would jeopardize the State's approval of the project. Perhaps after the County gets final approval for the project, some changes can be negotiated. →

LAW OFFICES OF
MORRIS, LAING, EVANS, BROCK & KENNEDY

VERNE M. LAING
FERD E. EVANS
RALPH R. BROCK
JOSEPH W. KENNEDY
ROBERT L. GUENTHNER
DAVID C. ADAMS
KEN M. PETERSON
RICHARD D. GREENE
A.J. SCHWARTZ, JR.
DONALD E. SCHIRAS
WILLIAM B. SORENSEN, JR.
DENNIS M. FEENEY
PATRICIA K. HIRSCH

CHARTERED
SUITE 430
200 WEST DOUGLAS
WICHITA, KANSAS 67202
(316) 262-2671

LESTER L. MORRIS
1901-1966
OLIVER A. WITTELMAN
OF COUNSEL

May 21, 1980

RECEIVED

MAY 22 1980

METROPOLITAN PLANNING
ROUTE Source

Ms. Louise Olivarez, Senior Planner
Metropolitan Area Planning Department
City Hall - Tenth Floor
455 North Main Street
Wichita, Kansas 67202

Re.: Jamesburg Park Plat

Dear Ms. Olivarez:

In accordance with your request of May 20, 1980, we enclose here-
with a copy of platting binder bearing commitment number M-1639-80
issued by Columbian National Title Insurance Company together with
endorsement dated March 23, 1980 which was referred to in our
April 4, 1980 opinion letter.

Also enclosed find revised Restrictive Covenant wherein we have
deleted reference to on-street parking on only one side of each
58-foot street and have also modified the next-to-the-last
paragraph in order to add "as long as the Metropolitan Area Plan-
ning Commission Subdivision Regulations require such parking".

Because the subject property is titled in the partnership name
of Tyler Associates, we are of the opinion that the Restrictive
Covenant need be executed only by B. F. Associates, a Kansas
limited partnership, a partner in Tyler Associates, a general
partnership.

In the event you have any further questions concerning this matter,
please do not hesitate to contact me.

Very truly yours,

David C. Adams

David C. Adams

DCA:ml
Enclosures

cc: Len Marotte, 1861 South Hydraulic, Wichita, Kansas 67211

COMMITMENT FORM

SCHEDULE A

PLATTING BINDER
Commitment No. M-1639-80

1. Effective date: March 18, 1980 @ 7:00 A.M.

2. Policy or Policies to be issued.

Amount

(a) Owner's Policy (ALTA, Standard Owner's form)
Proposed Insured: The City of Wichita, a Municipal Corporation

Limited to
\$ 250.00

(b) Loan Policy (ALTA, Standard Loan form)
Proposed Insured: None

\$ _____

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple
_____ and as of the effective date hereof vested in: TYLER ASSOCIATES, a general partnership

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

(TO BE CONTINUED)

SCHEDULE A

Number M-1639-80
Schedule A, Item No. 4, Continued:

The Northeast Quarter of Section 8, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, except Road R/W as Recorded at Film 198, Pages 1542, 1543 & 1544; and also except a tract described as follows: Beginning at a point in the South line of the Northeast Quarter of Section 8, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, and 349.0 feet West of the Southeast Corner of said Northeast Quarter; thence North parallel with the East line of said Southeast Quarter and bearing North $01^{\circ}27'12''$ East, a distance of 198.0 feet; thence North $89^{\circ}35'18''$ East, parallel with the South line of said Southeast Quarter, a distance of 309.0 feet to a point 40.0 feet West of the East line of said Northeast Quarter; thence North $01^{\circ}27'12''$ East, a distance of 450.0 feet; thence North $88^{\circ}32'48''$ West, a distance of 550.0 feet to the P. C. of a curve having a radius of 230.0 feet and a chord bearing of South $23^{\circ}57'12''$ West; thence Southwesterly along said curve and through a central angle of $45^{\circ}00'00''$, a distance of 180.64 feet to the P.T. of said curve; thence South $46^{\circ}27'12''$ West, a distance of 457.26 feet to the P.C. of a curve to the Right having a radius of 250.0 feet; thence along said curve to the Right and through a central angle of $01^{\circ}51'43''$, a distance of 8.12 feet; thence South $41^{\circ}41'05''$ East, a distance of 248.95 feet to a point on the South line of said Northeast Quarter; thence North $89^{\circ}35'18''$ East, a distance of 467.73 feet to the point of beginning; and also except a tract described as beginning at a point 19.0 feet West of the Southeast Corner of the Northeast Quarter of said Section 8; thence West 330.0 feet; thence North 198.0 feet; thence East 330.0 feet; thence South 198.0 feet to the point of beginning.

(To be platted as "JAMESBURG PARK ADDITION, Wichita, Sedgwick County, Kansas.)

COMMITMENT FORM

SCHEDULE B

I. The following are the requirements to be complied with:

1. Record the Plat of Jamesburg Park Addition, Wichita, Sedgwick County, Kansas, executed by Tyler Associates, a limited partnership.
2. Record release of mortgage dated September 11, 1979, executed by Tyler Associates, a general partnership, in favor of Emmett E. Kessler and Elizabeth Mary Kessler, husband and wife; Arthur L. Kessler and Thelma Kessler, husband and wife; Leo R. Wetta, Trustee under Arthmis D. Kessler Stephens Trust, dated June 6, 1979; Charles C. Anthony and Lois Kessler Anthony, husband and wife; Paul Lies and Aretha Kessler Lies, husband and wife, Jerome V. Kessler and Margaret Kessler, husband and wife, Leo R. Wetta and Aileen Kessler Wetta, husband and wife, Theron J. Kessler and Mary Kessler, husband and wife, and Alice Louise Kessler Prichard, a single woman, in the original amount of \$407,400.00, recorded September 11, 1979, on Film 385, Page 505, and partially assigned to The First National Bank, Mount Hope, Kansas, by instrument recorded on Film 397, Page 371.

(NOTE: If requirement numbered 2 is not to be satisfied, it will be necessary to include, on the recorded plat, approval, to subdivide and plat subject property, by all of those named mortgagees and the First National Bank, Mount Hope, Kansas, as holder of a mortgage on subject property.)

NOTE: Taxes for the year 1979 (original amounts \$604.72 and \$343.70) and prior years are paid. Key Nos. DE-85 and DE-86.

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. General Taxes for the year 1980, and all subsequent years, and special assessments due or payable therewith.
3. Rights of parties in possession not shown of record, and questions of boundary, location of improvements or any state of facts dependent on actual survey for determination.
4. Mechanic's Liens if any not shown of record.
5. Easements for public utilities as will be shown on the recorded plat.
6. Building set-back lines as will be set out on the recorded plat.
7. Lack of abutters rights of access as will be shown on the recorded plat.
8. Rights of way and easements for roadways, streets and/or highways.
9. Easement for telephone and telegraph lines, and incidental purposes, in favor of The Kansas Telephone and Telegraph Company, over an undisclosed portion of subject property as shown by instrument recorded in Miscellaneous Book 61, Page 639.
10. An easement for County Highway, and incidental purposes, over that portion of the East 40 feet of said Southeast quarter lying within the parcel described herein, as shown by instrument recorded in Miscellaneous Book 445, Page 333.
11. An easement for anchor and guy wires, and incidental purposes, in favor of Knasas Gas and Electric Company, a corporation, extending in a Westerly direction a distance of 30 feet from a pole located approximately 186 feet South and 40 feet West of the Northeast corner of said Northeast Quarter, as shown by instrument recorded in Miscellaneous Book 446, Page 196.

SCHEDULE B

Number M-1639-80

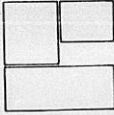
Schedule B, Part II, continued:

12. An easement for drainage, and incidental purposes, over that portion of said Northeast Quarter described as follows:

Beginning at the Northwest corner of said Northeast Quarter;
thence South along the West line of said Southeast Quarter, 2536.33 feet;
thence Northeasterly to a point 85 feet East and 2258 feet South of the
Northwest corner of said Northeast Quarter;
thence North 2258 feet along a line parallel to and 85 feet East of the West
line of said Northeast Quarter, to the North line of said Northeast Quarter;
thence West along North line of the Northeast Quarter to the point of beginning,
as shown by instrument recorded on Film 196, Page 46.

13. Unrecorded contract by and between Tyler Associates, a general partnership, Sellers,
and Crane Homes of Kansas, Inc., a Delaware corporation, Buyers, affecting subject
property, notice of which is recorded on Film 394, Page 265.

ENDORSEMENT



COLUMBIAN NATIONAL TITLE INSURANCE COMPANY
TOPEKA, KANSAS

Commitment

To be attached to and become a part of ~~XXXXX~~ Number M-1639-80 of Columbian National Title Insurance Company

Schedule B, Part I, Requirement numbered 1 is hereby amended to read as follows:

1. Record the Plat of Jamesburg Park Addition, Wichita, Sedgwick County, Kansas, executed by the partners of Tyler Associates, a general partnership.

Nothing herein contained shall be construed as extending or changing the effective date of said policy, unless otherwise expressly stated.

This Endorsement shall not be valid or binding until countersigned by either a Vice President, Assistant Vice President, Treasurer, Assistant Secretary, or Validating Agent.

Signed and sealed this 23rd day of March, 1980

COLUMBIAN NATIONAL TITLE INSURANCE COMPANY

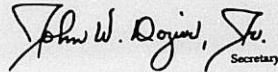


COUNTERSIGNED:

By: 


President

ATTEST:


Secretary

RESTRICTIVE COVENANT

TYLER ASSOCIATES, a general partnership, legal owners of the following described real estate in Sedgwick County, Kansas, to-wit:

Jamesburg Park Addition, Wichita, Sedgwick County, Kansas;

hereby make the following declaration as to restrictions, limitations and use of the above-described land, and that said declaration shall constitute a covenant running with said land owned by Tyler Associates, a general partnership, and shall be binding upon all owners and their successors, assigns, and heirs:

"Four (4) off-street parking spaces shall be provided for each dwelling unit located on a lot adjacent to a 58-foot street."

The above restriction and agreement shall be deemed a covenant running with the land and shall not be amended, deleted, or changed as long as the Metropolitan Area Planning Commission Subdivision Regulations require such parking.

IN WITNESS WHEREOF, this Restrictive Covenant has been executed on this _____ day of _____, 1980, by Tyler Associates, a general partnership.

TYLER ASSOCIATES, A GENERAL PARTNERSHIP

BY
B.F. ASSOCIATES, A KANSAS LIMITED PARTNERSHIP, A Partner

By _____
Robert C. Foster,
General Partner

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of _____, 1980, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert C. Foster, General Partner of B. F. Associates, A Kansas Limited Partnership, A Partner of Tyler Associates, a General Partnership, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said Tyler Associates, a General Partnership.

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

Notary Public

My Appointment Expires:

May 22, 1980

Noehring and Associates
433 S. Hydraulic
Wichita, Ks. 67211

Re: S/D 79-113 - Final plat of Jamesburg Park

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, May 22, 1980, the above-captioned plat was considered. The action of the Planning Commission to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of May 16, 1980.

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:

- 7-2 1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
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 platlor.
3. Certification that all taxes due and payable for 1979 and prior years have been paid.

Please call if you have any questions.

Sincerely,

Louise Olivarez
Senior Planner

LO:hh

cc: Tyler Associates, c/o Bob Foster, Box 1362, 67201
Tyler Associates, c/o Leonard Marotte, 1861 S. Hydraulic, 67211

May 20, 1980

Dave Adams, Attorney-at-Law
Louise Olivarez, Senior Planner

Jamesburg Park plat

Attached is a copy of the Subdivision Committee's requirements for final approval of the Jamesburg Park plat. Also attached is a marked copy of the restrictive parking covenant which you sent to me for review several weeks ago.

Your title opinion was received in this office on April 11, 1980. Since it gives no legal description of the property for which title is being verified, but references "property described in Schedule A" of a platting binder, would you please send me a copy of that platting binder? If that binder does not address the issue of how many partners must execute real estate documents on behalf of the partnership, could you also let me know whether one partner's signature is sufficient or whether two or more partners need to sign all platting-related documents.

Thank you for your assistance. If you have any questions regarding these platting requirements, please call.

Louise Olivarez
Senior Planner

LO:bh

Attach.

May 16, 1980

Moehring and Associates
433 S. Hydraulic
Wichita, Ks. 67211

Re: S/D 79-113 - Final plat of Jamesburg Park

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, May 15, 1980, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. The applicant shall guarantee the construction of storm sewers and the drainage channel on the west side of the plat.
- tracing* B. The applicant's engineer shall contact the Flood Control office regarding some of the drainage calculations.
OK from Paul 6-30-80
- tracing* C. The approved commercial C.U.P. covering Lot 12, Block A, indicates two separate parcels. If these parcels are to be developed under different ownerships, separate, approved building sites will be required. It is, therefore, recommended that the light commercial area be platted into two lots.
- tracing* D. The building setback from Tyler Road on Lot 11, Block A shall be increased to 25 feet.
- tracing* E. It is not necessary to grant complete access control to Tyler Road from Lot 11, Block A. It is recommended that the labeling be changed to "access control except one opening."
- petitions* F. Access controls as approved on the C.U.P. shall be shown on the final plat tracing with the appropriate wording included in the plat's text. One opening to each street shall be constructed to major commercial entrance standards. The applicant shall guarantee the construction of these two major entrances, as well as the decel lanes associated with the entrances.

6-16-80 Mike L. said 10' additional s.w. needed from base on 21st lot 12 on Tyler for this decel lane)

*City County Eng.
Say the decel
is into road
alone.*

Moehring and Associates
May 16, 1980
Page 2

- petitions to City*
tracing
- G. The applicant shall guarantee construction of left turn bays from 21st Street into the major entrance on Lot 12, Block A and into the collector street, Jamesburg. *Byron*
- petitions*
- H. A note shall be added to the final plat tracing which states that the building setbacks as designated on the associated C.U.P. shall determine the setbacks on the commercial lots.
- I. The applicant shall guarantee the paving of all interior streets as well as 17th Street.
- J. The applicant shall guarantee the extension of City water to serve all lots being platted.
- K. The applicant shall guarantee the extension of sanitary sewer to serve all lots being platted.
- L. The applicant shall guarantee the construction of a sidewalk on the north side of 20th Street and both sides of Jamesburg and 17th Street.
- 6-30*
- M. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided for each dwelling unit on a lot adjacent to a 58-foot street.
- tracing*
- N. The Planning staff will confer with the Fire Department and Public Works Administration regarding street names and will provide the applicant's engineer with a "marked copy" of the plat indicating the street names to be shown on the final plat tracing.
- tracing*
- O. Easement changes and additions as requested by K.G.&E. and shown on the "marked copy" of the plat shall be added to the final plat tracing.
- P. 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 May 22, 1980, at 1:30 p.m. If you have any questions regarding this matter, please call.

Sincerely,

Louise Olivarez
Senior Planner
LO:bh

Moehring and Associates
May 16, 1980
Page 3

cc: Tyler Associates, c/o Bob Foster, Box 1362, 67201
Tyler Associates, c/o Leonard Marotte, 1861 S. Hydraulic, 67211
David Adams, 200 W. Douglas, Suite 430, 67202
Dean Sellers, Acting City Engineer

Final plat

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

SUBDIVISION REPORT

S/D NO. 79-113 Name Jamesburg Park
Date Application Rec'd. 9-7-79 Preliminary Approval 2-21-80
Scheduled S/D Meeting 5-15-80

DESCRIPTION

General Location South of 21st St. and west of Tyler Road

Owner Tyler Associates
Surveyor/Engineer Moehring and Associates Phone 262-8291
Address 433 S. Hydraulic, 67211

- | | | |
|--|---------------------------|--|
| 1. Gross Acreage of Plat | <u>149.62</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | | a. <u>64'</u> R/W <u>15,950</u> ft. |
| Residential | <u>309</u> | b. <u>66'</u> R/W <u>2540</u> ft. |
| Commercial | <u>1</u> | c. <u>10'</u> R/W <u>1850</u> ft. |
| Industrial | | d. <u>25'</u> R/W <u>260</u> ft. |
| Other | <u>1 multi-family</u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots | <u>311</u> | TOTAL <u>20,600</u> ft. |
| 3. Minimum Lot Frontage | <u>67</u> ft. | 8. Sidewalk adjacent to all streets? <u> </u> yes <u>X</u> no |
| 4. Minimum Lot Area | <u>6500 square feet</u> | |
| 5. Existing Zoning | <u>AA and LC</u> | |
| 6. Proposed Zoning | <u>AA, A, R-6, and LC</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | | |
| 10. Public Sanitary Sewer <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | | |
| 11. Health Department Approval (where applicable) <u>N.A.</u> (Yes-No) | | |
| 12. City of Wichita <u>X</u> : Three-Mile Area | | |

STAFF COMMENTS:

- A. The representatives from City Engineering and Flood Control shall be prepared to comment on the applicant's drainage plan and state what drainage guarantees are required with this plat.
- B. A request for "R-6" zoning on Lot 11, Block A, duplex zoning on the lots on the south side of 20th Street, and a commercial C.U.P. on Lot 12, Block A are scheduled for review by the Planning Commission on May 8, 1980. Planning staff will be prepared to comment on the status of these cases at the Subdivision Committee meeting.
- C. The proposed commercial C.U.P. covering Lot 12, Block A, indicates two separate parcels. If these parcels are to be developed under different ownerships, separate, approved building sites will be required. It is, therefore, recommended that the light commercial area be platted into two lots.
- D. The building setback from Tyler Road on Lot 11, Block A shall be increased to 25 feet.
- E. It is not necessary to grant complete access control to Tyler Road from Lot 11, Block A. It is recommended that the labeling be changed to "access control except one opening."
- F. Access controls as approved on the C.U.P. shall be shown on the final plat tracing with the appropriate wording included in the plat's text. One opening to each street shall be constructed to major commercial entrance standards. The applicant shall guarantee the construction of these two major entrances, as well as the decel lanes associated with the entrances.

(Over)

THE CITY OF WICHITA

OFFICE OF CITIZEN PARTICIPATION

DATE May 8, 1980

TO Jack Galbraith, Chief Planner, Current Plans

FROM Gail Williams, CPO Administrative Aide

SUBJECT Z-2240 and DP-105: Jamesburg Park
Zoning and CUP, 21st and Tyler

Please advise the Planning Commission that CPO Council "A" considered the captioned cases on May 7, 1980, and voted 5-0 to recommend approval of the requested zoning and the proposed development plan.

Council members feel that the configuration of the requested zoning will provide an appropriate buffer for the commercial development at the corner, and had no objection to the terms of the proposed commercial community unit plan.

However, the Council discussed the drainage concept for the entire subdivision at length. On February 20, the Council had recommended that detention storage be required. On May 7, the developer explained to the Councils' satisfaction that another method is proposed which will result in no increase in the rate of runoff from the site after development. Although one Council member expressed a wish that the runoff rate could be reduced, the consensus was that the proposed drainage channel is an acceptable alternative to detention storage. Council members also noted that the street names will be confusing to motorists who do not have the benefit of the Fire Department computer system.

Gail Williams

Gail Williams
CPO Administrative Aide

GW:ml

cc: ✓ Louise Olivarez, Senior Planner

Noted:

Sarah Gilbert

Sarah Gilbert
Assistant CP Coordinator

RECEIVED

MAY 8 1980

METROPOLITAN PLANNING

ROUTE

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSIONS/D NO. 79-113 Name Jamesburg ParkDate Application Rec'd. 9-7-79Preliminary Approval 3-31-80
Scheduled S/D Meeting 5-15-80DESCRIPTIONGeneral Location South of 21st St. and west of Tyler RoadOwner Tyler AssociatesSurveyor/Engineer Moehring and AssociatesAddress 433 S. Hydraulic, 67211 Phone 262-8291

- | | | | |
|--|---------------------------|--|-------------------|
| 1. Gross Acreage of Plat | <u>149.62</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>64'</u> R/W <u>15,950</u> ft. | |
| Residential | <u>309</u> | b. <u>66'</u> R/W <u>2540</u> ft. | |
| Commercial | <u>1</u> | c. <u>10'</u> R/W <u>1850</u> ft. | |
| Industrial | | d. <u>25'</u> R/W <u>260</u> ft. | |
| Other | <u>1 multi-family</u> | e. <u> </u> R/W <u> </u> ft. | |
| Total Number of Lots | <u>311</u> | TOTAL | <u>20,600</u> ft. |
| 3. Minimum Lot Frontage | <u>67</u> ft. | 8. Sidewalk adjacent to all streets? | <u>yes X no</u> |
| 4. Minimum Lot Area | <u>6500 square feet</u> | | |
| 5. Existing Zoning | <u>AA and LC</u> | | |
| 6. Proposed Zoning | <u>AA, A, R-6, and LC</u> | | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | | | |
| 10. Public Sanitary Sewer <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | | | |
| 11. Health Department Approval (where applicable) <u>N.A.</u> (Yes-No) | | | |
| 12. City of Wichita <u>X</u> : Three-Mile Area <u> </u> | | | |

STAFF COMMENTS:

- A. The representatives from City Engineering and Flood Control shall be prepared to comment on the applicant's drainage plan and state what drainage guarantees are required with this plat.
- B. A request for "R-6" zoning on Lot 11, Block A, duplex zoning on the lots on the south side of 20th Street, and a commercial C.U.P. on Lot 12, Block A are scheduled for review by the Planning Commission on May 8, 1980. Planning staff will be prepared to comment on the status of these cases at the Subdivision Committee meeting.
- C. The proposed commercial C.U.P. covering Lot 12, Block A, indicates two separate parcels. If these parcels are to be developed under different ownerships, separate, approved building sites will be required. It is, therefore, recommended that the light commercial area be platted into two lots.
- D. The building setback from Tyler Road on Lot 11, Block A shall be increased to 25 feet.
- E. It is not necessary to grant complete access control to Tyler Road from Lot 11, Block A. It is recommended that the labeling be changed to "access control except one opening."
- F. Access controls as approved on the C.U.P. shall be shown on the final plat tracing with the appropriate wording included in the plat's text. One opening to each street shall be constructed to major commercial entrance standards. The applicant shall guarantee the construction of these two major entrances, as well as the decel lanes associated with the entrances.

(Over)

- G. The applicant shall guarantee construction of left turn bays from 21st Street into the major entrance on Lot 12, Block A and into the collector street, Jamesburg.
- H. A note shall be added to the final plat tracing which states that the building setbacks as designated on the associated C.U.P. shall determine the setbacks on the commercial lots.
- I. The applicant shall guarantee the paving of all interior streets as well as 17th Street.
- J. The applicant shall guarantee the extension of City water to serve all lots being platted.
- K. The applicant shall guarantee the extension of sanitary sewer to serve all lots being platted.
- L. The applicant shall guarantee the construction of a sidewalk on the north side of 20th Street and both sides of Jamesburg and 17th Street.
- M. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided for each dwelling unit on a lot adjacent to a 58-foot street.
- N. At the preliminary plat hearing the Fire Department expressed concern that Jamesburg Street is west of Westfield in the south portion of the plat, but east of Westfield in the north portion. The Committee members shall be prepared to discuss these street names.
- O. Recording of the plat within 30 days after approval by the Board of City Commissioners.

THE CITY OF WICHITA

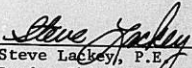
OFFICE OF ENGINEERING

DATE MAY 7, 1980

TO JACK GALBRAITH, CHIEF PLANNER
FROM STEVE LACKEY, DESIGN CHIEF ENGINEER
SUBJECT JAMESBURG PARK

The drainage plan for Jamesburg Park has been reviewed and approved. The plan requires detention storage in the channel immediately adjacent to the West line of said plat, there will be no on site detention facilities necessary. A box culvert structure at 17th Street will act as a metering mechanism to insure proper amount of outflow from said area.

If you have any questions please advise.


Steve Lackey, P.E.
Design Chief Engineer

SL/dla

cc: Don Moehring, Moehring and Associates

RECEIVED

MAY 7 1980

METROPOLITAN PLANNING

ROUTE 10

LAW OFFICES OF
MORRIS, LAING, EVANS, BROCK & KENNEDY

CHARTERED

SUITE 430
200 WEST DOUGLAS
WICHITA, KANSAS 67202
(316) 262-2671

LESTER L. MORRIS
1901-1986
OLIVER A. WITTERMAN
OF COUNSEL

VERNE M. LAING
FERD E. EVANS
RALPH R. BROCK
JOSEPH W. KENNEDY
ROBERT I. GUENTHNER
DAVID C. ADAMS
KEN M. PETERSON
RICHARD D. GREENE
A.J. SCHWARTZ, JR.
DONALD E. SCHRAG
WILLIAM B. SORENSEN, JR.
DENNIS M. FEENEY
PATRICIA K. HIRSCH

May 1, 1980

Ms. Louise Olivarez, Senior Planner
Wichita-Sedgwick County
Metropolitan Area Planning Department
455 North Main
Wichita, Kansas 67202

Re.: S/D 79-113 - Preliminary
Plat of Jamesburg Park

Dear Louise:

Enclosed herewith find photocopy of revised Restrictive Covenant relative to the above captioned plat.

On the Restrictive Covenant which I furnished you under cover of letter dated April 29, 1980, I find that I failed to include an acknowledgement. Please replace the earlier Restrictive Covenant with the form enclosed.

Very truly yours,



David C. Adams

DCA:ml
Enclosure

cc: Len Marotte, 1861 South Hydraulic, Wichita, Kansas 67211
(Original and photocopy)

RECEIVED

MAY 2 1980

METROPOLITAN PLANNING

ROUTE Louise

RESTRICTIVE COVENANT

TYLER ASSOCIATES, a general partnership, legal owners of the following described real estate in Sedgwick County, Kansas, to-wit:

Jamesburg Park Addition, Wichita, Sedgwick County, Kansas;

hereby make the following declaration as to restrictions, limitations and use of the above-described land, and that said declaration shall constitute a covenant running with said land owned by Tyler Associates, a general partnership, and shall be binding upon all owners and their successors, assigns, and heirs:

"Four (4) off-street parking spaces shall be provided for each dwelling unit located on a lot adjacent to a 58-foot street and ~~on-street parking shall be permitted on only one side of each 58-foot street.~~"

Delete altogether or add the last phrase

The above restriction and agreement shall be deemed a covenant running with the land and shall not be amended, deleted, or changed *as long as* a. P. C. Subdivision Regulations require such parking. IN WITNESS WHEREOF, this Restrictive Covenant has been executed on this _____ day of May, 1980, by Tyler Associates, a general partnership.

the M.

Is only one signature of the partnership needed or do all partners need to sign?

TYLER ASSOCIATES, A GENERAL PARTNERSHIP

BY
B. F. ASSOCIATES, A KANSAS LIMITED PARTNERSHIP, A Partner

By _____
Robert C. Foster,
General Partner

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of _____, 1980, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert C. Foster, General Partner of B. F. Associates, A Kansas Limited Partnership, A Partner of Tyler Associates, a General Partnership, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of said Tyler Associates, a General Partnership.

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

Notary Public

My Appointment Expires:

LAW OFFICES OF
MORRIS, LAING, EVANS, BROCK & KENNEDY
CHARTERED

VERNE M. LAING
FERD E. EVANS
RALPH R. BROCK
JOSEPH W. KENNEDY
ROBERT I. QUENTHNER
DAVID C. ADAMS
KEN M. PETERSON
RICHARD D. GREENE
A. J. SCHWARTZ, JR.
DONALD E. SCHRAG
WILLIAM B. SORENSEN, JR.
DENNIS M. FEENEY
PATRICIA K. HIRSCH

SUITE 430
200 WEST DOUGLAS
WICHITA, KANSAS 67202
(316) 262-2671

LESTER L. MORRIS
1801-1888
OLIVER A. WITTERMAN
OF COUNSEL

April 29, 1980

RECEIVED

APR 29 1980

METROPOLITAN PLANNING
ROUTE Louise

Ms. Louise Olivarez
Wichita-Sedgwick County
Metropolitan Area Planning Department
455 North Main
Wichita, Kansas 67202

Re.: S/D 79-113 - Preliminary
Plat of Jamesburg Park

Dear Louise:

Enclosed herewith please find Restrictive Covenant in satisfaction of Requirement I of your letter of February 22, 1980.

After you have had an opportunity to review the Restrictive Covenant, please let me know whether it is acceptable or alternatively advise me of required changes.

Very truly yours,

David Adams

David C. Adams

DCA:ml
Enclosure

cc: Len Marotte, 1861 South Hydraulic, Wichita, Kansas 67211

RESTRICTIVE COVENANT

TYLER ASSOCIATES, a general partnership, legal owners of the following described real estate in Sedgwick County, Kansas, to-wit:

Jamesburg Park Addition, Wichita, Sedgwick County, Kansas;

hereby make the following declaration as to restrictions, limitations and use of the above-described land, and that said declaration shall constitute a covenant running with said land owned by Tyler Associates, a general partnership, and shall be binding upon all owners and their successors, assigns, and heirs:

"Four (4) off-street parking spaces shall be provided for each dwelling unit located on a lot adjacent to a 58-foot street and on-street parking shall be permitted on only one side of each 58-foot street."

The above restriction and agreement shall be deemed a covenant running with the land and shall not be amended, deleted, or changed.

IN WITNESS WHEREOF, this Restrictive Covenant has been executed on this _____ day of May, 1980, by Tyler Associates, a general partnership.

TYLER ASSOCIATES, A GENERAL
PARTNERSHIP

BY
B. F. ASSOCIATES, A KANSAS
LIMITED PARTNERSHIP, A Partner

By _____
Robert C. Foster,
General Partner

LAW OFFICES OF
MORRIS, LAING, EVANS, BROCK & KENNEDY
CHARTERED

VERNE M. LAING
FERD E. EVANS, JR.
RALPH R. BROCK
JOSEPH W. KENNEDY
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PATRICIA K. HIRSCH

SUITE 430
200 WEST DOUGLAS
WICHITA, KANSAS 67202
(316) 262-2671

LESTER L. MORRIS
1901-1966
OLIVER A. WITTERMAN
OF COUNSEL

RECEIVED

April 4, 1980

APR 11 1980

METROPOLITAN PLANNING
ROUTE house

Ms. Louise Olivarez
Wichita-Sedgwick County Metropolitan
Area Planning Department
455 North Main
Wichita, Kansas 67202

Re.: S/D 79-113: Preliminary
Plat of Jamesburg Park Addition

Dear Ms. Olivarez:

What is the description?
In reliance upon platting binder bearing commitment no. M-1639-80 issued by Columbian National Title Insurance Company, together with endorsement dated March 23, 1980, we are of the opinion that the property described in Schedule A thereof, is held in fee simple by Tyler Associates, a general partnership, subject to the requirements and exceptions set forth in Schedule B of said platting binder.

Also in reliance upon said platting binder, we are of the opinion that the ad valorem taxes and special assessments, if any, for 1979 and prior years have been paid in full.

Very truly yours,

David C. Adams

David C. Adams
Morris, Laing, Evans, Brock
& Kennedy, Chartered

DCA:ml

RECEIVED

MAR 21 1980

METROPOLITAN PLANNING

ROUTE Louise

Len,

Enclosed are copies of the tax receipts for 1979 taxes paid on 21st & Tyler land as per your request.

Paul

3/19/80

Pls mail copy of this receipt to Louise Skivorey
Dr. Plannin
Metropolitan

Dept.
City Hall
455 N. Main
67202
T.H.K.

Len M.

Dear Louis:

Enclosed is the TAX receipts on property at 21st & Tyler ("Jamesburg Park"). This is for your file on the final plat.

T.H.K.

Len

Cc. Robert C. Fister

Banner Development Company

Inc. • P.O. Box 1362 • (316) 265-6616 • Wichita, Kansas 67201

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS 67203

TAX RECEIPT

**THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:
1. INFORMATION ON ITEMS TAXED**

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
5,030	69.330	343.70		343.70	348.00			
7.55	86.65	42.18	191.25	13.55	2.46	BREAK DOWN		
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	

1979 REAL ESTATE TAXED ITEMS
E1/2 NE1/4 NE1/4 EXC PT FOR RD. SEC 8-27-1W

2. RECEIPT VALIDATION 3003 DNS 0345 0353877 SR 03 18 80 343.70 5.115

79-0-DE - 00006- - 0042
TYLER ASSOCIATES
PO BOX 1362
WICHITA KS 67201

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS 67203

TAX RECEIPT

**THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:
1. INFORMATION ON ITEMS TAXED**

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
8,850	69.330	604.72		604.72	613.26			
13.28	152.42	74.18	336.69	23.83	4.33	BREAK DOWN		
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	

1979 REAL ESTATE TAXED ITEMS
NE1/4 EXC E1/2 NE1/4 NE1/4 & EXC 1 1/2A IN SE COR FOR CEMETERY & EXC
RD. SEC 8-27-1W

2. RECEIPT VALIDATION 3003 DNS 0345 0353878 SR 03 18 80 604.72 5.574

79-0-DE - 00005 - 0042
TYLER ASSOCIATES
PO BOX 1362
WICHITA

**MICROFILMED
FROM THE BEST
AVAILABLE COPY**

February 22, 1980

Moehring and Associates
433 S. Hydraulic
Wichita, Ks. 67211

Re: S/D 79-113 - Preliminary plat of Jamesburg Park

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, February 21, 1980, 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. Prior to submission of a final plat, it will be necessary to obtain approval of a drainage concept from City Engineering and Flood Control. The approved concept shall state whether or not detention is required. With submission of the final plat, final drainage plans will be required. All necessary drainage improvements shall be guaranteed before recording of the plat.
- 1570-37
B. On this plat of Jamesburg Park, the south property line dimension between the east line of Westfield Court to the east section line is 1527.73 feet whereas the distance from the east line of Westfield to the east section line as dimensioned on the recorded plat of Westlink Village Eleventh Addition (adjacent to the south) is 1540.36 feet. Prior to submission of the final plat, the applicant's engineer shall reconcile this difference.
- C. Appropriate zone changes will be needed for the higher density residential and the commercial lots prior to recording final plats on these lots. Lot 11, Block A is being proposed for "R-5" or "R-6" while Lot 12, Block A is proposed as "LC" (a major portion of which is already "LC"). Lots on the south side of 20th Street are proposed for "A" zoning. Also a C.U.P. will be required if the commercial area is 6 acres or more in size. Appropriate setbacks will need to be established on both the commercial and higher density residential areas. DP-105 Z-2240 in MAPC 5-8-80
AP: LC to A, R-6, LC
- D. Forty feet of complete access control at the intersection of 21st and Tyler shall be indicated on the final plat.

Moehring and Associates
2-22-80
Page 2

- E. Street name changes as requested by Public Works and indicated on the engineer's "marked copy" of the preliminary plat shall be shown on the final plat. If there are any questions or if further street name changes are desired, please contact Roberta Mendenhall in Public Works Administration. The Fire Department expressed a concern that Westfield and Jamesburg criss-cross in the plat. Jamesburg is west of Westfield at 17th Street but is east of Westfield at 21st Street.
- F. The applicant shall guarantee the paving of all interior streets as well as 17th Street. Guarantees may also be needed for a decel lane on 21st Street at Tyler Road and for left turn lanes on 21st at Jamesburg and one at the commercial lot.
- G. The applicant shall guarantee the extension of City water to serve all lots being platted.
- H. In accordance with the sidewalk ordinance, sidewalks will be required on both sides of Jamesburg, north side of 17th Street, and north side of 20th Street.
- I. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided for each dwelling unit on a lot adjacent to a 58-foot street, and that on-street parking shall be permitted on only one side of said streets. The covenant shall be forwarded with the final plat to the City Commissioners.
- J. Additional utility easements as requested by K.G. and E. and shown on the "marked copy" of the engineer's preliminary plat shall be shown on the final plat.
- K. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

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

Sincerely,

Louise Olivarez
Senior Planner

LO:bh

cc: Tyler Assoc., c/o Bob Foster
Box 1362
Tyler Associates, c/o Leonard
Marotte, 1861 S. Hydraulic, 67211

cc: Dean Sellers, Acting City Engineer
Paul Johnston, Flood Control
Phil Dietrich, Co. Dept. of Public
Works
Sarah Gilbert, Citizens Participa-
tion Organization
Tom Allen, Director of Parks

THE CITY OF WICHITA
OFFICE OF CITIZEN PARTICIPATION

DATE February 21, 1980

TO Jack Galbraith, Chief Planner, Current Plans
FROM Gail Williams, CPO Administrative Aide

SUBJECT Jamesburg Park Preliminary Plat

At their meeting of February 20, members of CPO Council "A" discussed the City Commission's recent decision not to construct drainage improvements in the Westlink-Rolling Hills tributary southwest of Central and Tyler. The Council members feel that this decision calls for careful examination of drainage plans for developments located upstream, such as Jamesburg Park.

Council members acknowledged in their discussion that space for detention storage is costly, but noted that the failure to require detention storage can also be expensive for property owners downstream whose homes or lives may be affected, and for the city-at-large when elaborate drainage improvements become necessary.

Based on their observation of flood and near-flood conditions in the Westlink-Rolling Hills ditch south of 13th Street over the past several years, Council members feel that drainage controls are needed as the drainage basin continues to develop. Therefore, the Council voted 6-0 to recommend that the Jamesburg Park preliminary plat be approved subject to the provision of detention storage in order to avoid flooding of the Westlink-Rolling Hills ditch south of 13th Street.

Gail Williams

Gail Williams
CPO Administrative Aide

GW:rs

Noted:

Sarah Gilbert
Sarah Gilbert
Assistant CP Coordinator

RECEIVED

FEB 21 1980

METROPOLITAN PLANNING
ROUTE _____

February 11, 1980

Moehring and Associates
433 S. Hydraulic
Wichita, Ks. 67211

Re: S/D 79-113 - Preliminary plat of Jamesburg Park

Gentlemen:

At the regular meeting of the Subdivision Committee on February 7, 1980, the above referenced plat was considered. After a lengthy discussion regarding the drainage of this property, the Committee recommended a deferral to allow time for the applicants and their engineer to meet with various City and County staff members to discuss this matter in further detail.

Unless we hear from you otherwise, we will reschedule this plat for our next Subdivision Meeting of February 21, 1980. If you want me to schedule a meeting to discuss the drainage, please let me know.

Sincerely,

Louise Olivarez
Senior Planner

LO:bh

cc: Tyler Associates, c/o Leonard Maratte, 1861 S. Hydraulic, 67211
Tyler Associates, c/o Bob Foster, Box 1362, 67201
Dean Sellers, Acting City Engineer
Phil Dietrich, County Department of Public Works
Paul Johnston, Flood Control
Tom Allen Director of Parks



KANSAS STATE BOARD OF AGRICULTURE

*cc Wilson
Dietrich
Purpe
file*

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

December 17, 1979

W. W. DUITSMAN
Secretary
503 Kansas Avenue
TOPEKA, KANSAS 66603

Mr. Grover McClure Jr., P.E.
County Engineer/Director of Public Works
1015 Stillwell
Wichita, Kansas 67213

Mr. Max Greene
Director Flood Control and Landfill Div.
City Hall, 455 N. Main
Wichita, Kansas 67202

*approved plans
dated 2/21/81
(FAS Project) information*

Dear Mr. McClure &
Mr. Greene :

Consideration has been given to your application for permit and approval of plans relating to your proposed channel change and levee construction along Westlink-Rolling Hills Tributary to Cowskin Creek, at a location in the N₂ of Section 8, Township 27 South, Range 1 West, Sedgwick County, Kansas.

In accordance with the provisions of K.S.A. 82a-301 to 305a, the Chief Engineer has approved the plans and issued the enclosed permit, authorizing construction of the proposed channel change. In accordance with the provisions of K.S.A. 24-126, the Chief Engineer has approved the plans authorizing construction of the proposed levees.

The two sets of plans submitted to this office November 13, 1979, have been endorsed with the Chief Engineer's approval. One set is being returned to you, and the second set will be retained in our files.

Very truly yours,

Gene L. McConnell

Gene L. McConnell
Engineer

GLM:els
Enclosures

MAPP received 2-7-80

THE STATE



OF KANSAS

*District
Payee
File*

STATE BOARD OF AGRICULTURE
W. W. Dulitsman, Secretary

DIVISION OF WATER RESOURCES
Guy E. Gibson, Chief Engineer

PERMIT

The Chief Engineer of the Division of Water Resources, Kansas State Board of Agriculture, by virtue of the powers and duties imposed by K.S.A. 82a-301 to 304, as amended and supplemented by Chapter 431 of the 1978 Session Laws of Kansas, hereby issues this permit to Sedgwick County, Kansas

City of Wichita, Kansas

giving his consent to the construction of a channel change along the Westlink-Rolling Hills tributary of Cowskin Creek, at a location in the N₂ of Section 8, Township 27 South, Range 1 West, Sedgwick County, Kansas.

This permit is issued in response to an application filed in the office of the Division of Water Resources, Kansas State Board of Agriculture, on the 13th day of November, 19 79, with the understanding that the work shall be performed in accordance with the maps, plans, profiles and specifications filed with and made part of the application, and approved by the Chief Engineer, Division of Water Resources, Kansas State Board of Agriculture, on the 17th day of December, 19 79, and in accordance with plans for any changes or modifications subsequently approved by the Chief Engineer subject, however, to the provisions of the aforementioned statute, and the following conditions, regulations and restrictions:

1. That this permit grants no water rights nor other property rights, nor does it authorize any injury to private property nor invasion of private rights, nor does it obviate the necessity of obtaining assent from Federal or Local Governmental authorities when necessary;
2. That the work shall at all times be subject to supervision and inspection by representatives of the Division of Water Resources, and that no changes in the maps, plans, profiles and specifications as approved shall be made except with the written consent of the Chief Engineer;
3. That no changes in the work authorized by this permit shall be made without first having revised plans for such changes approved by the Chief Engineer. The Chief Engineer reserves the right to require such changes in the maps, plans, profiles and specifications as may be considered necessary;
4. That any dam authorized by this permit will be maintained in a condition satisfactory to the Chief Engineer;
5. That the construction of any dam authorized by this permit will not impair the rights of downstream water users to any portion of the water, originating above the dam site, to which they may be entitled;
6. That any new channel authorized by this permit shall be kept cleared of trees, brush, drift and other debris, and be maintained substantially in accordance with the approved plans;
7. That any new channel authorized by this permit will not impair the rights of water users along the previously existing natural channel of the stream;

ADOPTED PARK - OPEN SPACE PLAN IDENTIFIES
A GENERAL AREA, OF WHICH THIS PROPOSED
PARK RESERVE IS INCLUDED, AS A SITE
FOR A FUTURE 20 ACRE PARK.

SITE IS INCLUDED IN GENERAL FUTURE
ACQUISITION AREA B-2. (MAP 5-B, pg. V-04)

TABLE 5-B, pg. V-10 "POLICY RECOMMENDATIONS"
LABELS ACQUISITION AS A PHASE II ACTION -
7-12 YEARS.

PLAN ADOPTED JUNE, 1978 BY M.A.P.C.

SUBDIVISION REPORT

S/D NO. 79-113 Name Jamesburg Park
Date Application Rec'd. 9-7-79 Preliminary Approval _____
Scheduled S/D Meeting 2-7-80

DESCRIPTION

General Location South of 21st Street and west of Tyler Road

Owner Tyler Associates - ~~Bob Stewart~~
Surveyor/Engineer Moehring and Associates
Address 433 S Hydraulic, 67211 Phone 263-8291

- | | | | |
|--------------------------------|--|--------------------------------|-----------------|
| 1. Gross Acreage of Plat | <u>149.62</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. _____ | R/W _____ ft. |
| Residential | <u>309</u> | b. _____ | R/W _____ ft. |
| Commercial | <u>1</u> | c. _____ | R/W _____ ft. |
| Industrial | _____ | d. _____ | R/W _____ ft. |
| Other | <u>1 multi-family</u> | e. _____ | R/W _____ ft. |
| Total Number of Lots | <u>311</u> | TOTAL | _____ ft. |
| 3. Minimum Lot Frontage | <u>67</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>6500</u> square ft. | streets? _____ | yes <u>X</u> no |
| 5. Existing Zoning | <u>AA and LC</u> | | |
| 6. Proposed Zoning | <u>AA, A, R-6 and LC</u> | | |
| 9. Public Water Supply | <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | | |
| 10. Public Sanitary Sewers | <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | | |
| 11. Health Department Approval | (where applicable) <u>N.A.</u> | | (Yes-No) |
| 12. City of Wichita | <u>X</u> : Three-Mile Area _____ | | |

STAFF COMMENTS:

- A. On this plat of Jamesburg Park, the south property line dimension between the east line of Westfield Court to the east section line is 1527.73 feet whereas the distance from the east line of Westfield to the east section line as dimensioned on the recorded plat of Westlink Village Eleventh Addition (adjacent to the south) is 1540.36 feet. Prior to submission of the final plat, the applicant's engineer shall reconcile this difference.
- B. Appropriate zone changes will be needed for the higher density residential and the commercial lots prior to recording final plats on these lots. Lot 11, Block A is being proposed for "R-5" or "R-6" while Lot 12, Block A is proposed as "LC" (a major portion of which is already "LC"). Lots on the south side of 20th Street are proposed for "A" zoning. Also a C.U.P. will be required if the commercial area is 6 acres or more in size. Appropriate setbacks will need to be established on both the commercial and higher density residential areas.
- C. The City Engineer's office shall be prepared to comment on the applicant's drainage concept and state what drainage improvements will need to be guaranteed with the platting of this property.
- D. The City Public Works' representative shall be prepared to comment on the acceptability of the proposed street names.
- E. Forty feet of complete access control at the intersection of 21st and Tyler shall be indicated on the final plat.

- F. The applicant shall guarantee the paving of all interior streets as well as 17th Street.
- G. The applicant shall guarantee the extension of City water to serve all lots being platted.
- I. In accordance with the sidewalk ordinance, sidewalks will be required on both sides of Jamesburg, north side of 17th Street, and north side of 20th Street.
- J. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided for each dwelling unit on a lot adjacent to a 58-foot street, and that on-street parking shall be permitted on only one side of said streets. The covenant shall be forwarded with the final plat to the City Commissioners.
- K. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Map No.: _____
Section No.: _____
Twp. No.: _____
Range: _____

S/D No. _____

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Jamesburg Park
General Location: SW Corner of 21st & Tyler South of 21st
and west of Tyler Road
Name of Property Owner: Tyler Associates -Bob Foster
Address: Box 1362, Wichita, Ks 67201 Phone: _____
Name of Subdivider: Len Marotte
Address: 1861 S.d Hydraulic Phone: 267-3355
Name of Agent/Surveyor: Moehring & Associates
Address: 433 S. Hydraulic Phone: 263-8291
Date of Application: 11 Jan. 1980

SUBDIVISION INFORMATION:

- Sept. 7, 1979*
- | | |
|---|---------------------------------|
| 1. Gross Acreage of Plat <u>149.62</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. _____ R/W _____ ft. |
| Residential <u>309</u> | b. _____ R/W _____ ft. |
| Commercial <u>1</u> | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other <u>1 Multi Family</u> | e. _____ R/W _____ ft. |
| Total Number of Lots <u>311</u> | TOTAL _____ ft. |
| 3. Minimum Lot Frontage <u>67</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>6500 sq.</u> ft. | streets? <u>yes</u> X <u>no</u> |
| 5. Existing Zoning <u>AA & IC</u> | |
| 6. Proposed Zoning <u>-Same AA, A, R-G, & LC</u> | |
| 9. Public Water Supply _____ (Yes- NO), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers _____ (Yes- NO), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>N.A.</u> (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: Frederic E. Marotte, PIA.

Wichita-Sedgwick County Metropolitan Area
Planning Commission, 10th Floor, City Hall,
455 North Main, Wichita, Kansas 67202.

Received by L.O.
Date 1-25-80
Fee Submitted 980⁰⁰

Preliminary plat

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 79-113 Name Jamesburg Park
Date Application Rec'd. 9-7-79 Preliminary Approval _____
Scheduled S/D Meeting 2-7-80

DESCRIPTION

General Location South of 21st Street and west of Tyler Road.

Owner Tyler Associates-~~Bob Patten~~
Surveyor/Engineer Moehring and Associates
Address 433 S. Hydraulic, 67211 Phone 263-8291

- | | |
|---|---|
| 1. Gross Acreage of Plat <u>149.62</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. _____ R/W _____ ft. |
| Residential <u>309</u> | b. _____ R/W _____ ft. |
| Commercial <u>1</u> | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>1 multi-family</u> | TOTAL _____ ft. |
| <u>311</u> | 8. Sidewalk adjacent to all |
| 3. Minimum Lot Frontage <u>67</u> ft. | streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> |
| 4. Minimum Lot Area <u>6500</u> square ft. | |
| 5. Existing Zoning <u>AA and LC</u> | |
| 6. Proposed Zoning <u>AA, A, R-6 and LC</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>N.A.</u> (Yes-No) | |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____ | |

STAFF COMMENTS:

- A. On this plat of Jamesburg Park, the south property line dimension between the east line of Westfield Court to the east section line is 1527.73 feet whereas the distance from the east line of Westfield to the east section line as dimensioned on the recorded plat of Westlink Village Eleventh Addition (adjacent to the south) is 1540.36 feet. Prior to submission of the final plat, the applicant's engineer shall reconcile this difference.
- B. Appropriate zone changes will be needed for the higher density residential and the commercial lots prior to recording final plats on these lots. Lot 11, Block A is being proposed for "R-5" or "R-6" while Lot 12, Block A is proposed as "LC" (a major portion of which is already "LC"). Lots on the south side of 20th Street are proposed for "A" zoning. Also a C.U.P. will be required if the commercial area is 6 acres or more in size. Appropriate setbacks will need to be established on both the commercial and higher density residential areas.
- C. The City Engineer's office shall be prepared to comment on the applicant's drainage concept and state what drainage improvements will need to be guaranteed with the platting of this property.
- D. The City Public Works' representative shall be prepared to comment on the acceptability of the proposed street names.
- E. Forty feet of complete access control at the intersection of 21st and Tyler shall be indicated on the final plat.

- F. The applicant shall guarantee the paving of all interior streets as well as 17th Street.
- G. The applicant shall guarantee the extension of City water to serve all lots being platted.
- I. In accordance with the sidewalk ordinance, sidewalks will be required on both sides of Jamesburg, north side of 17th Street, and north side of 20th Street.
- J. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided for each dwelling unit on a lot adjacent to a 58-foot street, and that on-street parking shall be permitted on only one side of said streets. The covenant shall be forwarded with the final plat to the City Commissioners.
- K. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

FORM 2021

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.
	<u>Planning</u>		

DESCRIPTION 980- AMOUNT

*subdivision application
Jonesburg Parks*

NAME *Tyler Asouat*

ADDRESS *Box 1362*

FUND *110-41071-0340* DUE DATE *2-1-80*

COMMENTS

DATE *2-1-80* BY *LU*

Supervisor 1-25-80

FORM 29

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.
	<u>Planning</u>		

DESCRIPTION 980- AMOUNT

*subdivision application
Jonesburg Parks*

NAME *Tyler Asouat*

ADDRESS *Box 1362*

FUND *110-41071-0340* DUE DATE *1-25-80*

COMMENTS

DATE *1-25-80* BY *LU*

Supervisor 1-25-80

December 4, 1979

Moehring and Associates
433 S. Hydraulic
Wichita, Kansas 67211

Dear Mr. Moehring:

I have discussed your revised sketch plat of Jamesburg Park with Jack Galbraith and Bill McKinley with regard to the proposed street system. We all agree that the collector street adjacent to the park should be designed as the major north-south through street in this quarter section of land. The north-south street one block east of there should not be a continuous, through street as that would make it function as a collector also. We have indicated several proposed street alignment changes on your copy of the revised sketch which I am returning to you with this letter. The street colored in red will be the designated collector. You will notice that we also recommend the closing of one of the intersections with 21st Street.

The north half of 17th Street adjacent to the proposed park will need to be dedicated on this plat. The proposed park area should be designated on the plat as a "Reserve" and indicated in the plat's text as being reserved for park purposes. If, for any reason, it is never purchased for park uses then the Reserve can be replatted into residential lots.

As we mentioned in our previous letter, the drainage easement should be a drainage dedication. Other comments in our letter of October 3, 1979, also apply to this revised plat.

We hereby authorize the submission of a preliminary plat based on a street system similar to what we have marked on the enclosed plat copy. If you wish to discuss this street system or any other Jamesburg Park platting matter, please call.

Sincerely,

Louise Olivarez
Senior Planner
LO:bh

Moehring and Associates
Page 2
December 4, 1979

cc: Tyler Associates, Box 1362, 67201
Leonard Marotte, 1861 S. Hydraulic, 67211

October 3, 1979

Moehring and Associates
433 S. Hydraulic
Wichita, Kansas 67211

Gentlemen:

We have completed our review of your sketch plat of Jamesburg Park and offer the following comments:

- A. As you are aware, the Park Department has expressed an interest in obtaining 20 acres for a park in this section of land. We would recommend that your design be one that would accommodate a park in the southwest corner, keeping in mind the future subdivision of this area if the property is not purchased for a park. } ←
- B. ✓ Your street system should include a north-south collector and we recommend that it intersect with 21st Street just west of the multi-family area and that it intersect with 17th Street at some point between Westfield and Murray. Preferably, this collector should abut the eastern edge of the park.
- C. ✓ The number of streets intersecting with 21st Street should be kept to a minimum because of the ditch which will be constructed south of and parallel to 21st Street. The westernmost street shown on your sketch plat should definitely be eliminated because it will be directly between the proposed structures crossing 21st Street and the proposed channel along the west edge of the plat. Perhaps a loop street system emanating from the collector would be best.
- D. ✓ The drainage easement on the west side of the property should be labeled as a drainage dedication according to the Flood Control Office. As a dedication, improvements in the channel could be guaranteed by petition to the City. Max Greene and Mike Lindebak foresee no

problems with petitioning even though half the channel is in the City and half is in the County. Based on a conversation with Phil Dietrich of the County Engineer's office on October 1, 1979, it is my understanding that the County is in the process of requesting state approval for rechannelization. However, the City will be co-applicant on this request because half the proposed channel is now within the City. Paul Johnston of the Flood Control office advises that some type of structure, such as a flap gate, will be needed to get the drainage waters from your plat into the drainage channel.

- E. Sewer mains and water mains will have to be extended from 17th Street to serve this area.
- F. Seventy-five feet of half street right-of-way will be required at the intersection of Tyler and 21st for a distance of 250 feet from the intersection of the section lines.
- G. Paving of all interior streets, including 17th Street, to City of Wichita standards will be required.
- H. Street names shall be indicated on the preliminary plat.
- I. Sidewalks will be required in accordance with the new sidewalk ordinance. This ordinance will be on second reading on the City Commission agenda next Tuesday, and should become effective upon publication on October 12, or thereabouts. It is rather lengthy so I will not cite the specifics here but copies of the ordinance should be available in the near future.
- J. "Complete access control" should be labeled adjacent to all low density residential lots which abut Tyler or 21st Street. Bill McKinley, Assistant Traffic Engineer, has asked that you contact him about the location and number of openings on the commercial and multi-family lots.
- K. A drainage concept plan should be submitted to the City Engineer's office and the Flood Control Office prior to or at the time of filing a preliminary plat.
- L. We do not believe it to be good planning to place multi-family development directly across the street in front of single family lots. We suggest that you plat duplexes or four-plex lots backing into your multi-family lot or that you request duplex or four-plex zoning across the street from this multi-family lot.

Moehring & Associates - Page 3
10-3-79

We would like to see a revised sketch plat which shows the street system, as mentioned in item "B" above. It would not be necessary for you to show each lot on the revised sketch, but we do want to see one or more sketches with revised street systems. Your large "super blocks" and your use of cul-de-sacs are good and we hope this type of design can be retained even though you revise the through streets in the manner suggested.

We would be happy to work with you and ask that you call us if you wish to discuss any details of your sketch plat.

Sincerely,

Louise Olivares
Senior Planner

LO:hh

cc: Tyler Associates, Box 1362, 67201
Leonard Marette, 1861 S. Hydraulic, 67211

Jamesburg Park 9-12-79
Comments from McKinley:

75' $\frac{1}{2}$ st. row. at intersection
Tyler and 21st

Applicant to contact McKinley re
access points to LC and
Multi family lots

C.A.C. on lots backing or siding
into arterials

Street names (shown on plan)

WICHITA-SEDGWICK COUNTY

DATE

September 10, 1979

METROPOLITAN AREA PLANNING DEPARTMENT

TO Mike Lindebak, City Engineering
Paul Johnston, Flood Control
Bill McKinely, Traffic Engineering

FROM Louise Olivarez, Senior Planner

SUBJECT File
Sketch plat of Jamesburg Park

Attached is a sketch plat of Jamesburg Park which was recently received in our office. It is located at the southwest corner of Tyler Road and 21st Street North. I would appreciate your review of this sketch plat and any comments you may have by Friday, September 14, 1979.

Louise Olivarez
Louise Olivarez
Senior Planner

LO:bh

Attach.

9/14/79

1. State Div. of Water Resources should be contacted to see if a permit is necessary for rechannelization.
2. Some redesign may be necessary regarding access roads to 21st St. Any access will require a fairly elaborate structure to cross the proposed ditch south of 21st. The most westerly should be eliminated since it will be directly between the proposed structures crossing 21st St and the proposed channel along the west edge. It may be more feasible to incorporate a loop system with the roads, providing one main access from 21st eliminating the need for multiple structures.
See Plans for 21st St.
3. Guarantee will be required either by method acceptable to county that channel will be constructed to design - same to be seeded and mulched
4. Internal drainage system will require some type of structure, as a flap gate, to cross lower system of channel

Received

SEP 10 1979

SLB

WICHITA-SEDGWICK COUNTY

DATE

September 10, 1979

METROPOLITAN AREA PLANNING DEPARTMENT

TO Mike Lindebak, City Engineering
Paul Johnston, Flood Control
Bill McKinely, Traffic Engineering

FROM Louise Olivarez, Senior Planner

SUBJECT Sketch plat of Jamesburg Park

Attached is a sketch plat of Jamesburg Park which was recently received in our office. It is located at the southwest corner of Tyler Road and 21st Street North. I would appreciate your review of this sketch plat and any comments you may have by Friday, September 14, 1979.

Louise Olivarez
Louise Olivarez
Senior Planner

LO:bh

Attach.

RECEIVED

SEP 13 1979

METROPOLITAN PLANNING

ROUTE _____

9-12-79

Louise Olivarez -

It will be necessary to extend the sewer main from 17th to 21st St. to serve this plat.

A drainage plan will be needed along with all the other requirements of a preliminary plat.

Mike Lindebak

WICHITA-SEDGWICK COUNTY

DATE

September 10, 1979

METROPOLITAN AREA PLANNING DEPARTMENT

TO Mike Lindebak, City Engineering
Paul Johnston, Flood Control
Bill McKinely, Traffic Engineering

FROM Louise Olivarez, Senior Planner

SUBJECT Sketch plat of Jamesburg Park

Attached is a sketch plat of Jamesburg Park which was recently received in our office. It is located at the southwest corner of Tyler Road and 21st Street North. I would appreciate your review of this sketch plat and any comments you may have by Friday, September 14, 1979.

L.O.
Louise Olivarez
Senior Planner

LO:bh

Attach.

*- park
- collector street system
- multi family
- drainage
- sidewalks*

September 10, 1979

Tom Allen, Director of Parks

Louise Olivarez, Senior Planner

Sketch plat of Jamesburg Park, south of 21st Street
and west of Tyler Road.

The above referenced sketch plat was recently submitted to our office for review. I understand that you have been talking with Bob Young and Jack Galbraith about the desire for a park in the southwest corner of this property. Would you please mark on the attached sketch plat print the location, shape and size of the proposed park. Any other comments you may have, such as street access to the park, etc., would also be appreciated.

May I please have your comments and "marked" sketch plat by Friday, September 14, 1979.

Louise Olivarez
Senior Planner

LO:hh

Attach.

Map No.: 4849
Section: 8
Twp.: 27
Range: 1W

S/D No. 79-113

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: JAMESBURG PARK

General Location: South of 21st Street North and West of Tyler Tead

Name of Property Owner: Tyler Associates
Address: Box 1362 Zip Code: 67201 Phone: _____
Name of Subdivider: Len Marotte, Leonard
Address: 1861 S. Hydraulic Zip Code: 67211 Phone: 267-3355
Name of Engineer/Surveyor: Moehring & Associates
Address: 433 S. Hydraulic Zip Code: 67211 Phone: 263-8291
Date of Application: September 7, 1979

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 133.47
2. Number of Lots:
 - Residential 388
 - Commercial 1
 - Industrial 0
 - Other Multifamily 1
 - Total Number of Lots 390
3. Minimum Lot Frontage 67 ft.
4. Minimum Lot Area 8040 Sq. Ft.
5. Existing Zoning AA & LC
6. Proposed Zoning _____
7. Lineal Feet of New Streets:
 - a. 64'R/W 15,950 ft.
 - b. 66'R/W 2540 ft.
 - c. 10'R/W 1850 ft.
 - d. 25'R/W 260 ft.
 - e. _____ R/W _____ ft.
 - TOTAL 20,600 ft.
8. Are Sidewalks existing?
Yes _____ No X
9. Is a public water supply available? X Yes _____ No, Name City of Wichita
10. Is a sanitary sewer available? X Yes _____ No, Name City of Wichita
11. Has Health Department approval been obtained (where applicable) NA Yes _____ No _____
12. City of Wichita X Three Mile Area _____ Outside of Wichita _____

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 for by the owner when billed. The undersigned further states that he is the owner of the property proposed for platting.

Owner's Signature: Leonard E. Marotte, Partner
TYLER ASSOCIATES

Wichita-Sedgwick County Metropolitan Area
Planning Commission, 10th Floor, City Hall,
455 North Main, Wichita, Kansas 67202

Received by L.O.
Date 9-7-79
Fee Submitted None (Sketch)

T9-301B
(7-79)

See revised application submitted with prelim.