

May 14, 1986

Mike Lindebak, P.E.
Engineering Department
455 N. Main, 7th Floor
Wichita, KS 67202

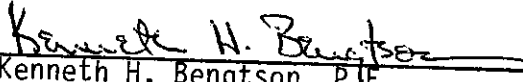
Reference: Vacation of Windemere, an addition to Wichita, Sedgwick
County, Kansas Case V-1383

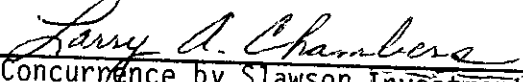
Dear Mike:

The City of Wichita has entered into a three-party agreement for
the design of public improvements, (Sanitary Sewer, Storm Water
Sewers, and Water Lines) to serve this platted area.

This letter cancels any obligation that the City has under those
contracts to pay Mid-Kansas Engineering for design services.

MID-KANSAS ENGINEERING CONSULTANTS, P.A.


Kenneth H. Bengtson, P.E.


Concurrence by Stawson Investment Corp.
Vice President
cc: Forrest Nagley

NSAS ENGINEERING CONSULTANTS PA

61

3500 N. ROCK ROAD #800
WICHITA, KANSAS 67226

WINDEMERE

81488	S. S. 38-22-W15	\$	21.50
81489	SWS 295	\$	17.25
88054	Water	\$	19.00

TOTAL 57.75

TERRY SMITH 722-8347

Steve-

Terry wanted me to have you call him, so I'll let you give him the figures.

He'll probably want to know the steps involved to get the plat abandoned or to get the charges paid off.

THE CITY OF WICHITA

OFFICE OF MAPD/DESIGN

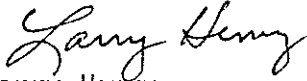
DATE July 12, 1985

TO Forrest Nagley, Senior Planner

FROM Larry Henry, Program Development Engineer

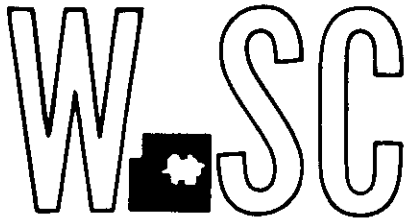
SUBJECT East Hampton Addition
Walnut Creek 2nd Addition
First Mennonite Brethren Addn.
Windmere Addition

The required petitions for the above-referenced additions have been received.


Larry Henry
Program Development Engineer

LH:mgr

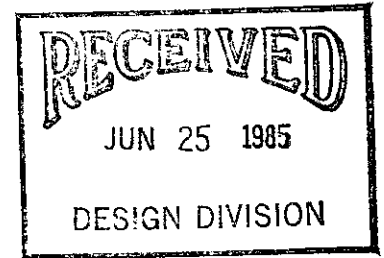
WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

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

June 21, 1985



Mid-Kansas Engineering Consultants, P.A.
3500 North Rock Road, #800
Wichita, KS 67226

Re: S/D 85-41 - Final Plat of Windemere Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, June 21, 1985, 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 extension of sanitary sewer to serve all lots being platted.
- B. The applicant shall guarantee extension of municipal water to serve all the lots being platted.
- C. The applicant shall guarantee the paving of the private street system (Oxford Circle and Oxford). Oxford Circle shall be guaranteed to the 29-foot back-of-curb to back-of-curb standard. Oxford shall be guaranteed to the standard established when Silverleaf was platted to the west.
- D. The applicant shall guarantee all drainage improvements required by the platting of this property.
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- F. The applicant shall submit an avigational easement and restrictive noise covenant for this property.
- G. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this plat. It shall be specified that this covenant is binding on all future owners and is a covenant running with the land.

C
O
P
Y

- H. On the final plat tracing, Oxford Street shall be labeled in the north-west corner of the plat.
 - I. Item 13 of the General Provisions of DP-96 states that the development of a parcel with a land use not illustrated on the C.U.P. requires the submission of a site plan for approval by the Director of Planning. The present C.U.P. depicts development of this parcel with townhomes. Since the applicant now proposes zero lot line homes on this property, a revised site plan shall be approved by the Director of Planning prior to the submission of the plat for scheduling before the Board of City Commissioners.
 - J. The applicant shall grant, by separate instrument, the 10-foot off-site utility easement indicated on the preliminary plat adjacent to the west line of this plat.
 - K. The applicant shall grant, by separate instrument, the 20-foot off-site utility easement indicated on the preliminary plat adjacent to the east line of this plat.
 - L. The final plat tracing shall indicate the minimum building pad (required by the applicant's drainage plan) on the lots surrounding Reserve "D".
 - M. The applicant shall either form a lot owners' association prior to recording the plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities. The covenant shall contain a provision which gives the City the authority to maintain the reserves and charge the costs to the owner(s) in the event the owner(s) fail to maintain the reserves. Preliminary discussions with the Law Department indicate that the covenant will need to provide for the reversionary rights of Reserves G, H, J and K to adjacent lot owners in the event the Homeowners' Association should cease to exist. Wording regarding the reversionary rights will need to be reviewed and approved by the City Legal Department. The wording issues, regarding Reserves G thru K, shall be resolved prior to submitting this plat for scheduling before the Board of City Commissioners.
 - N. Since this plat proposes the platting of narrow street rights-of-way with adjacent "15-foot public drainage, utility and private street easement," a restrictive covenant shall be submitted which calls out restrictions for lot-owner use of these easements. Retaining walls and change of grade shall be prohibited within these easements as well as fences, earth berms and mass plantings. Any planting within this easement shall be reviewed by the City Forestry Division prior to installation. It shall be specified that this covenant is binding on all future owners and is a covenant running with the land.
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- O. The final plat tracing shall label the 20-foot building setback on Lots 1 and 24, Block 1.
- P. The final plat tracing shall indicate a 20-foot building setback on Lot 16, Block 1.
- Q. The final plat tracing shall dimension the utility easement in the north-west corner of Lot 9, Block 2.
- R. The final plat tracing shall dimension the utility easement and building setback being platted on the front of Lot 20, Block 1.
- S. The final plat tracing shall indicate the recording information for the existing 20-foot utility easement that crosses this property.
- T. On the final plat tracing, the platlor's text shall be amended to reference that Reserve "F" is being platted for private street purposes.
- U. At the time this plat was considered in preliminary form, the street name "Oxford Circle" was suggested by several members of the Utility Advisory Committee. After checking with the Office of Central Inspection, it has been learned that, if all streets within this addition are named Oxford Circle, an address numbering problem will be created. The following street name changes shall be indicated on the final plat tracing:
 - 1. East/west street from Reserve B to Reserve H - WINDEMERE (alternate for 25th Street North).
 - 2. East/west street from Reserve H to north line of Lot 33, Block 1 - WINDWOOD.
 - 3. Cul-de-sac serving Lots 16 thru 26, Block 1 - WINDWOOD COURT.
- V. Closure computations shall be submitted with the final plat tracing.
- W. Recording of the plat within 30 days after approval by the Board of City Commissioners.

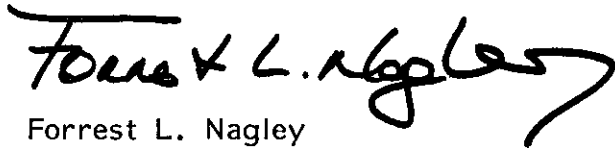
Enclosed with the applicant's copy of this letter is a list of the five methods which have been adopted as being acceptable for guaranteeing improvements required in the approval of plats. The certificate will be required if petitions are submitted. Forms for the bond and irrevocable Letter of Credit are available from this office.

Mid-Kansas Engineering Consultants, P.A.
Re: S/D 85-41 - Final Plat of Windemere Addition
June 21, 1985
Page 4

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, June 27, 1985 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,

A handwritten signature in black ink that reads "Forrest L. Nagley". The signature is written in a cursive style with a long, sweeping tail on the final letter.

Forrest L. Nagley
Senior Planner

FLN:mlh

Enclosure

cc: Bill Yung, 8225 East 35th Street North, Wichita, KS 67226
Tallgrass Company, 8100 East 22nd Street North, Bldg. 1900, Wichita,
Kansas, 67226
✓ Mike Lindebak, City Engineer

CONTRACT
for
ENGINEERING SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

and

TALLGRASS COMPANY

THIS CONTRACT, made this _____ day of _____, 1985, by and
between

THE CITY OF WICHITA, KANSAS

Party of the First Part, hereinafter

called

"CITY"

and

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

called the

"CONSULTANT"

and

TALLGRASS COMPANY

Party of the Third Part, hereinafter

called the

"DEVELOPER"

WITNESSETH:

WHEREAS the DEVELOPER has filed a preliminary plat of Windemere Addition with the CITY and the same has been approved; and

WHEREAS, the DEVELOPER is desirous of expediting the completion of the development of Windemere Addition; and

WHEREAS, the CITY in the event the final plat of Windemere Addition is approved by the governing body of the City of Wichita, Kansas, intends to construct certain improvements for Windemere Addition, more fully described as follows:

Sanitary Sewer, Storm Water Sewer and Water Distribution System Improvements for Windemere Addition (generally located south of Oxford Street in an area east of Rock Road).

The total of all improvements designated above to be referred to hereinafter as the "PROJECT"; and

WHEREAS, the CONSULTANT is desirous of performing the work and furnishing the services necessary to develop the plans, specifications and estimates for the PROJECT; and

WHEREAS, the CITY is authorized by law to employ consulting engineers to assist in the preparation of plans, specifications (if required) and the estimates of the quantities of work for the PROJECT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall furnish engineering services as required to develop the plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering Plans shall be prepared in ink on standard 23" x 36" mylar or vellum sheets.

Specific tasks to be performed by the CONSULTANT shall include the following:

A. PHASE I - PRELIMINARY PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Preliminary Plans for the PROJECT based on the preliminary design concepts approved by the CITY during the Platting Phase.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for engineering design for the PROJECT. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT

limits prior to the CONSULTANT conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.

2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work.
3. Preliminary Sanitary Sewer Profiles. Prepare preliminary sanitary sewer grades for the PROJECT to provide basement level services where possible and submit one (1) set to the CITY. Preliminary sewer grades are to be reviewed with the CITY by the CONSULTANT for approval prior to proceeding.
5. Preliminary Storm Water Sewer Profiles. Prepare preliminary storm water sewer grades for the PROJECT to conform to drainage patterns developed during the platting phase and submit one (1) set of each to the CITY. Preliminary storm water sewer grades are to be reviewed with the CITY by the CONSULTANT for approval prior to proceeding.
6. Preliminary Plans.
 - (a) Prepare preliminary plans for the sanitary sewer improvements and submit three (3) sets to the CITY for Office and/or Field Check.
 - (b) Prepare preliminary plans for the storm water sewer improvements and submit three (3) sets to the CITY for Office and/or Field Check.
 - (c) If required, prepare preliminary plans for the water distribution system improvements and submit the required number of copies to the CITY for Office and/or Field Check.

B. Phase II - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Final Plans for the PROJECT in accordance with the Preliminary Plans and/or preliminary design concepts as agreed upon at office review and/or field review.

1. Prepare final engineering plans and supplemental specifications (if required) and estimates of the quantities of work. Technical specifications shall, in general, follow the CITY's Standard Specifications supplemented as necessary to suit the PROJECT requirements (including plan profile sheets for water distribution system improvements).

2. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions.
3. Identify all known potential utility conflicts and provide prints of plans to each utility identifying the problem locations. The CONSULTANT shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings.
4. Submit three (3) sets of prints of the final plan for each of the improvements to the CITY for Office and/or Field Check.
5. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

C. PHASE II - CONSTRUCTION PHASE SERVICES

1. When requested by the City, prepare a Supplemental Agreement for construction administration and/or for resident engineering services.
2. When authorized by the CITY, provide personnel and equipment to perform engineering services during construction of the PROJECT.

II. IN ADDITION, THE CONSULTANT AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in SCOPE OF SERVICES.
- B. To attend meetings with the CITY and other local, state and federal agencies and organizations as necessitated by the PROJECT.
- C. To make available during regular office hours at its Wichita office all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To notify the CITY when work on the PROJECT is completed to the point that the Office/Field Check(s) may be conducted; to furnish one or more representatives to participate in the Office/Field Check(s) of the PROJECT; to furnish the required sets of plans to the CITY for use in the plan check and upon return receipt, to expeditiously complete all changes, modifications and corrections to the plans resulting from the Office/Field Check. Plan prints marked with CITY comments are to be returned to the CITY with revised plan submittals.

- E. To deliver to the CITY the field notes, original tracings of the completed plans and other pertinent drawings and documents pertaining to the PROJECT; such field notes, tracings and other drawings and documents to become the property of the CITY.
- F. To submit to the CITY an Engineer's estimate of the quantities of work for the PROJECT incorporating all items of work included in the plans.
- G. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONSULTANT, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- H. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by the CONSULTANT that were relevant to method of payment, to make such material available at its office at reasonable times during the contract period, and for three (3) years from the date of final payment under the contract for inspection by the CITY or its authorized representatives.
- I. To comply with all federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "A" which is attached hereto and adopted by reference as though fully set forth herein.
- J. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- K. To submit a single and final billing to the CITY for the engineering services performed upon satisfactory completion of each phase (sanitary sewer, storm water sewer, water distribution system) of improvements required by this agreement.
- L. To complete and deliver field notes, preliminary and final plans (including tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below; EXCEPT that the CONSULTANT shall not be responsible or held liable for the time

required by reviews by the approving parties or other delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.

1. Preliminary and Final Plan Development (Phase I and II - Article I) for the sanitary sewer improvements within _____ days after the notice to proceed.
 2. Preliminary and Final Plan Development (Phase I and II - Article I) for the storm water sewer improvements within _____ days after the notice to proceed.
 3. Preliminary and Final Plan Development (Phase I and II - Article I) for the water distribution system improvements within _____ days after the notice to proceed.
- M. 1. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material prepared and furnished by the CONSULTANT under this agreement.
2. CONSULTANT further agrees, covenants and represents, that all designs, drawings, specifications, plans, estimates and other work or material furnished by CONSULTANT, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from errors, omissions or negligence.
 3. CONSULTANT further agrees, covenants and represents, that all specifications and bid documents prepared in accordance with the work required by this agreement shall contain a clause that provides the following:
"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the CITY shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."
- N. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement and for which he is legally liable. Such policy of insurance shall be in an amount not less than \$500,000 subject to deductible of \$7,000. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained.

This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall not be less than:

Workman's Compensation - Statutory

Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect the CONSULTANT and the CITY against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this agreement.

The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the City Engineer's Office.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the CONSULTANT.
- C. To provide the right of entry for CONSULTANT'S personnel in performing field surveys and inspections.
- D. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.

IV. THE DEVELOPER AGREES:

- A. To provide right of entry for CONSULTANT'S personnel in performing field surveys and inspections.
- B. To pay the CONSULTANT, according to the provisions of Article V, such sums, if any, required to be paid by the DEVELOPER pursuant to said Article V for work or services performed by CONSULTANT hereunder.

V. PAYMENT PROVISIONS

- A. Payment to the CONSULTANT for the performance of his services shall be:

- 1. Made on the basis of the lump sum fee amount specified below:

Sanitary Sewer Improvements	\$ _____
Storm Water Sewer Improvements	\$ _____
Water Distribution System	\$ _____
TOTAL	\$ _____

- B. It shall be the obligation solely of the DEVELOPER to pay such sums as are due the CONSULTANT under Paragraph A of this Article or under Paragraph A of Article VI, and the CITY shall have no obligation to pay the CONSULTANT for work or services performed hereunder, except as provided in Paragraph C hereinbelow.
- C. In the event of the happening of all of the following:
 - 1. Compliance by the DEVELOPER with the procedure for providing reasonable assurances as set forth in the "Development Policy for Public Improvements", AR 29, dated April 16, 1985, of the Administrative Regulations of the City of Wichita, Kansas. As provided by AR29, the DEVELOPER shall submit, on a form furnished by the CITY, an Affidavit that provides no other delinquent special assessments on other land being held or developed by the DEVELOPER; and
 - 2. Approval by the governing body of the City of Wichita, Kansas, of the final plat of the Windemere Addition; and
 - 3. Adoption by the governing body of the City of Wichita, Kansas, pursuant to K.S.A. 12-6a04 (2), of a resolution authorizing the improvements within Windemere Addition as set forth herein; and
 - 4. Completion by the CONSULTANT, in the manner set forth herein, of all the work or services to be performed by the CONSULTANT under this agreement; and

5. Compliance by CONSULTANT with Paragraph N of Article II herein; the CITY shall be responsible for and shall pay to the CONSULTANT those sums due the CONSULTANT under Paragraph A of Article V and the responsibility of the DEVELOPER for payment of such sums shall cease; PROVIDED, HOWEVER, that if the final plat of Windemere Addition, as approved by the governing body of the City of Wichita, Kansas, differs in any material and substantial way from the preliminary plat of said plat that has been submitted by the DEVELOPER, and, by virtue of such difference or differences, CONSULTANT is required to change, revise, amend or supplement the work or services performed by it hereunder, the obligation of the CITY under this paragraph to pay the CONSULTANT for work or services performed shall not include the cost associated with such changes, revisions, amendments or supplements and the obligation to pay for such costs shall be solely the obligation of the DEVELOPER.

D. In the event of a dispute between the parties as to whether any item or items of costs submitted by the CONSULTANT pursuant to Paragraph G of Article VI relates to work or services performed by the CONSULTANT pursuant to this contract and, thus, qualifies for inclusion as part of the contract price to be paid to CONSULTANT pursuant to Article V, the decision of the City Engineer of the City of Wichita shall be final and binding upon the parties. Similarly, any dispute as to whether an item or items of cost relates to work or services necessitated by a difference between the preliminary plat and the final plat of Windemere Addition shall be resolved by the City Engineer of the City of Wichita and his decision shall be final and binding upon the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; or at the option of the CITY at the completion of any of the phases of the PROJECT: PROVIDED, HOWEVER, that in any case the CONSULTANT shall be paid the reasonable value of

- the services rendered up to the time of termination on the basis of the provisions of this agreement, with such payment to be the responsibility of the DEVELOPER and not the CITY, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for fixed fee for profit.
- B. That the field notes, original tracings for the final Engineering Plans, and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY.
 - C. That the services to be performed by the CONSULTANT under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
 - D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, PROVIDED, HOWEVER, that the CONSULTANT shall request extensions in writing giving the reasons therefor.
 - E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
 - F. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof, a fourth party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damage pursuant to the terms or provisions of this contract.
 - G. That during the performance by the CONSULTANT of the work or services required under this agreement, CONSULTANT is likely to be performing work or services for the DEVELOPER in connection with the process of platting Windemere Addition, which work or services for DEVELOPER are not within the scope of work set out herein. It is the intention of the parties that the CITY, upon the maturing of its obligation to pay the CONSULTANT pursuant to Paragraph C of Article V, shall pay only for the costs of work or services performed by CONSULTANT under this

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this agreement as of the date first written above.

CITY OF WICHITA

By: _____

ATTEST:

Donald C. Gisick, City Clerk

Approved as to Form:

John Dekker, Director of Law

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

BY: _____

ATTEST:

TALLGRASS COMPANY

BY _____

ATTEST:

NOTICE . . . NOTICE . . . NOTICE
NON-DISCRIMINATION--EQUAL EMPLOYMENT OPPORTUNITY/
AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, sub-contractors, vendors and suppliers are selected and employees are created during employment without regard to race, color, sex, religion, national origin, ancestry, physical handicap, marital status or age except where age is a bona fide occupational qualification.

2. Section 2.12.900, et. seq., of the Code of the City of Wichita, Kansas, and the Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) require every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

- a. Observe the provisions of Section 2.12.900, et. seq., of the Code of the City of Wichita, Kansas, and the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, marital status, physical handicap unrelated to such person's ability to engage in the particular work.
- b. In all solicitations or advertisements for employees, the contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights.
- c. Upon request of the Commission to inform the Kansas Commission on Civil Rights and/or the Civil Rights/Equal Employment Opportunity Commission (CREEOC) in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
- d. Contractor shall include the provisions of paragraphs (a), (b), (c) and (d) inclusively of this paragraph 2 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- e. Exempted from these requirements are:
 - (1) Any contractor who has already complied with the provisions set forth in these Sections by reason of holding a contract with the Federal Government or a contract involving Federal funds.
 - (2) Contracts entered into by a contractor who employs fewer than four (4) employees during the term of such contract.
 - (3) Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- f. Reports requested by the Kansas Commission on Civil Rights shall be made on forms prepared by the Kansas Commission on Civil Rights, copies of which are available from the Commission on Civil Rights, Contract Compliance Representative, 535 Kansas Avenue, Fifth Floor, Topeka, Kansas 66603.
- g. Reports requested by the Civil Rights/Equal Employment Opportunity Commission of the City of Wichita shall be made on forms prepared by the Commission, copies of which are available from CREEOC, City Hall, 455 North Main, 10th Floor, Wichita, Kansas 67202.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provision of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, and/or any laws, regulations or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Civil Rights Commission as required by K.S.A. 1976 Supp. 44-1031, as amended; or the Civil Rights/Equal Employment Opportunity Commission of the City of Wichita as required by Section 2.12.900, et. seq., of the Code of the City of Wichita, Kansas; or been found guilty of a violation of the City's Ordinances, State statutes or Federal statutes or regulations pertaining to unlawful discrimination, which finding or decision or order has become final, shall be deemed a breach of contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

EXEMPTIONS CLAIMED:

_____ # of Employees

_____ Federal Contract

Company Name

Company Address & Telephone

NON-DISCRIMINATION--EQUAL EMPLOYMENT OPPORTUNITY/
AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11441; Part 60 of Title 41 of the Code of Federal Regulations; The Age Discrimination in Employment Act of 1967; and laws, regulations or amendments as may be promulgated thereafter.
- B. Requirements of the State of Kansas:
 1. The contractor shall observe the provisions of the Kansas Act against discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the Kansas Commission on Civil Rights;
 3. If the contractor fails to comply with the manner in which the contractor reports to the Kansas Commission on Civil Rights, in accordance with the provisions of KSA 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be cancelled, terminated or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the Kansas Commission on Civil Rights, which has become final, the contractor shall be deemed to have breached the present contract, and it may be cancelled, terminated or suspended in whole or in part by the contracting agency;
 5. The contractor shall include the provisions of Paragraph 1 through 4, inclusively, of this subsection B, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- C. Exempted from these requirements are: (State of Kansas)
 1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.

Non-Discrimination--Equal Employment Opportunity/
Affirmative Action Program Requirements
Page Two

2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.
3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.
- D. Provisions of the City of Wichita, Kansas, relating to Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:
 1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Code of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, physical handicap, national origin, ancestry or marital status. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, promotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program when required to the Civil Rights and Equal Employment Opportunity Commission of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or in behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, physical handicap, national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase that is deemed acceptable by the Wichita Commission on Civil Rights and Equal Employment Opportunity;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations and the orders issued by the Commission pursuant thereto, and will permit access to books, records and procedures concerning employment relations by the Civil Rights and Equal Employment Opportunity Commission of said City for the purpose of investigation to ascertain compliance with Non-Discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor or subcontractor fails to comply with the manner in which he/she or it reports to the Commission in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase

order or agreement and it may be cancelled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor supplier, contractor or subcontractor;

4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination and Equal Employment Opportunity under a decision or order of the Civil Rights and Equal Employment Opportunity Commission of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be cancelled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;

5. The vendor, supplier, contractor or subcontractor shall include the provisions of subsections 1 through 4, inclusively, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

E. Exempted from those requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement which is covered by the provisions of Section 2.12.908 of the Code of the City of Wichita, Kansas, shall, prior to entering into such contract, purchase order or agreement, submit to the Civil Rights and Equal Employment Opportunity Commission of the City of Wichita, Kansas, a preliminary report on forms provided by the Commission concerning Non-Discrimination and Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:

a. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

b. The provisions of Section 2.12.908 shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reasons of holding a contract with the federal government or contract involving federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the federal agency involved.

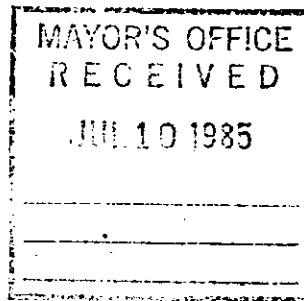
c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.

F. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Civil Rights Commission as required by KSA 1976 Supp. 44-1031, as amended, or to the Civil Rights and Equal Employment Opportunity Commission of the City of Wichita as required by 2.12.908, of the Code of the City of Wichita, Kansas; or has been found guilty of a violation of the City's ordinances, state statutes, or federal statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.

WICHITA PUBLIC SCHOOLS
SCHOOL SERVICE CENTER
3850 N. Hydraulic
WICHITA, KANSAS 67219

Division of School Plant Planning
and Operation Services
Pupil Transportation Department
(316) 832-1211, Ext. 310

July 8, 1985



Mr. Sheldon Kamen
City Commissioner
Board of City Commissioners
455 North Main Street
Wichita, Kansas 67202

Dear Commissioner Kamen:

I have received your letter dated June 24, 1985, and the final plat copy of Windemere. I am sorry to be late in responding but I have been on vacation.

After having reviewed the plat, I have the following reactions:

1. I would probably not require a bus contractor to place vehicles on the private road (Oxford Circle) until such time as the property owners association for the development provided written permission to use the road. This written permission would also have to relieve the District, and any transportation contractor serving the District, from liability should the vehicles damage the street.
2. If permission in No. 1. were granted, I would still not require large buses to enter the cul-de-sac or the stub streets. Pupils with residences in these areas would be required to walk to Oxford Circle to board the bus.

I hope this information is useful.

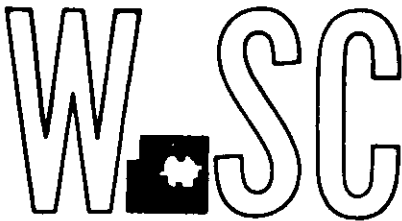
Sincerely,

Paul E. Pritchard
Director of Pupil Transportation

PEP:mb

cc: Dr. Ron McIntire
Dr. Richard Holstead

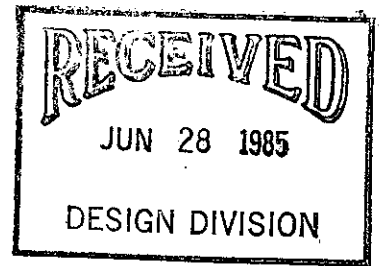
WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

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

June 27, 1985



Mid-Kansas Engineering Consultants, P.A.
3500 North Rock Road, #800
Wichita, KS 67226

Re: S/D 85-41 - Final Plat of Windemere Addition

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on June 27, 1985, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of June 21, 1985.

In addition to complying with those conditions, it is necessary that you meet the following requirements before this plat can be forwarded to the Board of City Commissioners for consideration:

1. 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 plattor.
3. Certification that all real estate taxes for 1984 (both first and second halves) and prior years have been paid.

Please call if you have any questions.

Very truly yours,

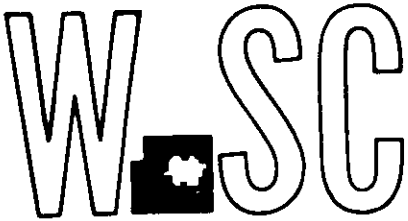
Barbara R. Bonanni
Junior Planner

BRB:mlh

cc: Tallgrass Company, 8100 East 22nd Street North, Bldg. 1900, Wichita,
Kansas, 67226
Bill Yung Design, 8225 East 35th Street North, Wichita, KS 67226
✓ Mike Lindebak, City Engineer

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WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

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

June 7, 1985

C
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Mr. Ken Bengtson
Mid-Kansas Engineering Consultants
3500 N. Rock Road, #800
Wichita, KS 67226

Re: S/D 85-41 - Final Plat of Windemere Addition

Dear Mr. Bengtson:

At your request, the above-identified final plat was deferred for two weeks by the Subdivision Committee at their regular meeting on June 6, 1985. This case has been rescheduled for review by the Subdivision Committee at their next meeting on Thursday, June 20, 1985.

Sincerely,

Forrest L. Nagley
Senior Planner

FLN:mlh

cc: Tallgrass Company, 8100 East 22nd Street North, Bldg. 1900,
Wichita, KS 67226
Bill G. Yung Design, 8225 East 35th Street North, Wichita, KS 67226
Mike Lindebak, City Engineer



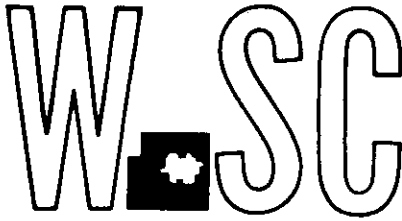
Proc Sub June 6, 1985

1. Leslie Bills, Lot 34 Robsons Heights. No water in easement to be vacated. No water problem.
2. Edger Griffin, Flaudun vacation. No water in area. No water problem.
3. Timbrook 3rd Addition. Item C. Water to be extended as necessary.
4. Dhon Addition. Item C. Water to be extended as necessary. Existing 8" in Comp, Xity 6" in 30th St. Xity 12" in 31st St. 8" to be extended in Lawrence.
5. Thunderbird Fourth Addition. Existing water mains adjacent to the property. No water problems.
6. East Hampton Addition. Existing 24" Water Main on the West side of Woodlawn. Interior mains to be extended (Item B).
7. Windemere Addition. Item D. Mains to be extended from Oxford.
8. Ritchie Paving, Inc., Street Dedication. No city water in area. No water problem.
9. Charles S. Testerman, Street dedication. No water mains in area. No water problems.
10. Other Matters.

Pre-Sub June 20, 1985

1. Karl Solomon. Vacation of utility easement. No water lines in easement. No problem.
 2. Broadway Christian Church. Alley vacation. No water lines in alley. No problem.
 3. John M. Vest. Utility easement vacation. No water lines in easement. No water problems.
 4. Golden Hills Addition. Item B. Water to be extended from existing 16" main in Central. Suggest supply line in 119th to be run to allow for system reinforcement.
 5. East Hampton Addition. Item B. Water to be extended from existing 24" main in Woodlawn. Proposed layout is satisfactory if main is extended across lot 42 Block 2.
 6. Windemere Addition. Item B. Water mains to be extended from Oxford.
 7. Dietz Addition. Existing water mains in Seneca and 32nd St. No water problems.
 8. Dellrose Church of Christ Addition. Item A is in error. Existing 12" Watermain in Greenwich Road. Existing 8" Watermain in Osie. Both may and should be extended into the Addition. Application for water outside city and Restrictive Covenant required.
 9. Bader 3rd Addition. Item A. Water to be extended from 8" in 2nd St.
 10. Koehn Addition. Item D. Existing water main in 55th St. So. ends at Masley from the West. Existing water in Hydraulic ends approx 250' S of Campus. Interest expressed by several land owners as to the possibilities of extending water main.
- 11, 12 Virginia Reynolds. No water problems.

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

May 10, 1985



Bill G. Yung Design
8225 East 35th Street North
Wichita, KS 67226

Re: S/D 85-41 - Preliminary Plat of Windemere Addition.

Dear Mr. Yung:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, May 9, 1985, the above-captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. The applicant shall guarantee extension of sanitary sewer to serve all the lots being platted.
- B. The applicant shall guarantee extension of municipal water to serve all the lots being platted.
- C. The applicant shall guarantee the paving of the private street system (Reserve F) to the 29-foot back-of-curb to back-of-curb public street standard.
- D. The applicant shall guarantee all drainage improvements required by the platting of this property.
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- F. The applicant shall submit an avigational easement and restrictive noise covenant for this property.
- G. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this plat.

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Bill G. Yung Design

Re: S/D 85-41 - Preliminary Plat of Windemere Addition.

May 10, 1985

Page 2

- H. Item 13 of the General Provisions of DP-96 states that the development of a parcel with a land use not illustrated on the C.U.P. requires the submission of a site plan for approval by the Director of Planning. The present C.U.P. depicts development of this parcel with townhomes. Since the applicant now proposes zero lot line homes on this property, a revised site plan shall be approved by the Director of Planning prior to the submission of a final plat for this property.
 - I. On the final plat, the 15-foot public drainage, utility and private street easement shall be shown within the Reserves adjacent to the private streets.
 - J. The applicant shall grant, by separate instrument, the 10-foot off-site utility easement indicated adjacent to the west line of this plat.
 - K. The applicant shall grant, by separate instrument, the 20-foot off-site utility easement indicated adjacent to the east line of this plat.
 - L. On the final plat, the 15-foot easement, adjacent to both sides of Reserve F (private street), shall be labeled "15-foot public drainage, utility and private street easement."
 - M. On the final plat, the purposes of the reserves shall be stated in the plat's text. The text shall also specify ownership of the reserves.
 - N. The applicant shall either form a lot owners' association prior to recording the plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities. The covenant shall contain a provision which gives the City the authority to maintain the reserves and charge the costs to the owner(s) in the event the owner(s) fail to maintain the reserves.
 - O. Since this plat proposes the platting of narrow street rights-of-way with adjacent "15-foot public drainage, utility and private street easement," a restrictive covenant shall be submitted which calls out restrictions for lot-owner use of these easements. Retaining walls and change of grade shall be prohibited within these easements as well as fences, earth berms and mass plantings. Any planting within this easement shall be reviewed by the City Forestry Division prior to installation.
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Pre-Sub-Division
(Water)

5-9-85

1. Ted R. Milligan utility easement vacation. Lot 1, Block 1, Cherry Creek Hills. 12" Water Line on W. side of Rock Rd. No problem
2. Orville B. Brown utility easement vacation. Lots 1 & 2 on Dags Addition. No W.L. in easement. No Problem.
3. Phillippi Addition. No water available, Item A.
4. Copeland Industrial Park. Exist. 12" W.L. on N. side of Hydraulic.
5. Daniels Second Addition. Item B, water to be extended. Nearest water at 43rd and Sunflower or at Alfalfa and Riverplace. Approx cost \$25⁰⁰ per foot and 1200' ft = \$30,000⁰⁰ to serve Lot 1 and an additional 550ft (\$13,750⁰⁰) to serve Lot 2 ⇒ \$45,000⁰⁰± from East.
~~2700' @ 25⁰⁰ = \$67,500⁰⁰± from North.~~
6. Penstemon 3rd Addition. Item B. Existing 8" water line in Grunbriar on N. side.
7. Deer Run Addition. Item B. Existing 24" line in Webb.
8. Windemere Addition. Item B. Existing 8" water line in Oxford east of Rock. 8" to be extended as necessary.
9. Other Matters.
5. Daniel Second. Item B. Exist. 8" AC on 43rd St. to Alfalfa ±

Approved by Board of Commissioners
this MAY 29 1984

EASEMENT

THIS EASEMENT made this 21st day of May, 1984
by and between Tallgrass Company of the first
part and City of Wichita of the second
part.

WITNESSETH; that the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right of way and easement for the purpose of constructing, maintaining and repairing their Utility, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A 20 foot strip of land lying within the southwest quarter of Section 5, T 27 S, R 2 E of the 6th P.M., the center line of which is more particularly described as follows:

Beginning at the intersection of the south line of Reserve "A" and the east line of Silverleaf, an addition to Wichita, Sedgwick County, Kansas; thence N 89° 05' 57" E, 403.63 feet; thence S 17° 27' 42" E, 573.18 feet; thence N 89° 05' 57" E, 400.00 feet to the point of termination.

STATE OF KANSAS
SEDGWICK COUNTY }
FILED FOR RECORD AT
8-0-04-2

JUL 3 1984

NO. 6 99565
BETTE F. MCCART
REGISTRAR OF DEEDS

[Handwritten signature]

*This easement is shown
on the Windemere Addn. plat.
(can be returned in val. order)*

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining and repairing their Utility, including the right to open and excavate in any streets or ways that may be constructed on the surface of said easements, provided that upon completion of the necessities of grantee's operations the surface of such easements shall be restored as nearly as possible to its original condition.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

Tallgrass Company

[Handwritten signature]
Jack Ritchie

STATE OF KANSAS

ss:

SEDGWICK COUNTY

Personally appeared before me a notary public in and for the County and State

aforesaid came Jack Ritchie to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita this 21st day of May, 1984.

[Handwritten signature]

S/C 44-27

FILED 669 PAGE 223

EASEMENT

Approved by Board of Commissioners
MAY 29 1984

THIS EASEMENT made this 21st day of May, 1984
by and between Tallgrass Company of the first
part and City of Wichita of the second
part.

WITNESSETH; that the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right of way and easement for the purpose of constructing, maintaining and repairing their Storm Water Sewer, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A 20 foot strip of land lying within the southwest quarter of Section 5, T 27 S, R 2 E of the 6th P.M., the center line of which is more particularly described as follows:

Commencing at the intersection of the north line of Reserve "A" and the east line of Silverleaf, an addition to Wichita, Sedgwick County, Kansas; then south along said East line bearing S 0° 54' 22" E, 2.00 feet to the point of beginning; thence N 89° 05' 57" E, 355.00 feet; thence S 17° 27' 42" E, 150.00 feet to the point of termination.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
8.000 M

JUL 3 1984

NO. 6 99569
BETTE F. MCCART
REGISTER OF DEEDS
Pat Rittler Deputy

This easement is not shown on the Windemere Addn. plat.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining and repairing their Storm Water Sewer, including the right to open and excavate in any streets or ways that may be constructed on the surface of said easements, provided that upon completion of the necessities of grantee's operations the surface of such easements shall be restored as nearly as possible to its original condition.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

Tallgrass Company

[Signature]
Jack Ritchie

probably needs to be reprinted.

STATE OF KANSAS
SEDGWICK COUNTY

Personally appeared before me a notary public in and for the County and State aforesaid came Jack Ritchie to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita this 21st day of May, 1984.

[Signature]
Notary Public

My Appointment Expires: 2-17-88

TRACY L. STEVENSON
NOTARY PUBLIC
STATE OF KANSAS
MY APPT. EXPIRES

500

City Clerk

Bill G. Yung Design

Re: S/D 85-41 - Preliminary Plat of Windemere Addition.

May 10, 1985

Page 3

- P. In order to provide a 5-foot landscaping strip between the front or side of each home and the "15-foot public drainage, utility and private street easement," the final plat shall indicate a 20-foot building setback on each lot from Reserve F. The C.U.P. does not provide for the 5-foot separation.
 - Q. In order to provide for the sideyard setbacks made necessary by the proposed zero lot line development, the final plat shall specify, on the face of the plat as well as in the plat's text, that "sideyard setbacks are per the requirements of the Tallgrass Community Unit Plan (DP-96) on file with the Wichita-Sedgwick County Metropolitan Area Planning Department."
 - R. If the proposed "5-foot maintenance easement" is to be utilized for a roof overhang, this purpose shall be so stated in the plat's text on the final plat.
 - S. Prior to or at the time of submitting a final plat, the applicant shall submit a drainage plan to the City Engineer's office for review and approval.
 - T. As was discussed at the Subdivision Committee meeting, the final plat shall indicate the platting of the 24-foot wide street stubs as Reserves for purposes of access to the lots abutting the Reserve. The plat's text on the final plat shall reference, by lot and block number, the lots intended to use the Reserve for access. The text shall also assign proportionate ownership of the Reserve as an undivided interest to the adjacent lots. Prior to filing a final plat, the issue of what other purposes are needed to be provided for within the Reserve shall be resolved (i.e., drainage and public or private utilities). The applicant is advised that this wording within the plat's text will need to be reviewed and approved by the City's Law Department.
 - U. At the request of the Fire Department and the Post Office, the private streets within this addition shall all be named Oxford Circle.
 - V. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the Subdivision Regulations.
 - W. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
-

Bill G. Yung Design

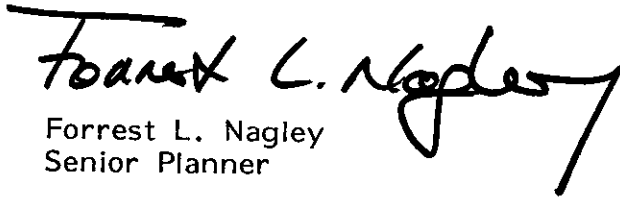
Re: S/D 85-41 - Preliminary Plat of Windemere Addition.

May 10, 1985

Page 4

The enclosed "marked" copy of the plat is for your information and files.
If you should have any questions, please call.

Sincerely,



Forrest L. Nagley
Senior Planner

FLN:mlh

Enclosure

cc: Tallgrass Company, 8100 East 22nd Street North, Bldg. 1900, Wichita,
Kansas 67226

Mid-Kansas Engineering Consultants, P.A., 3500 North Rock Road, #800,
Wichita, KS 67226

✓ Mike Lindebak, City Engineer