

S/D No.: 86-94 Name: WOODCREST ADDITION

Preliminary Approved:
Scheduled S/D Meeting: 10/23/86

DESCRIPTION

General Location: In an area south of 13th Street North and west of Webb Road.
Owner: Ritchie Associates, 810 E. 22nd N., Bldg. 500, Wichita, KS 67226
Surveyor/Engineer: Bill Yung Design, 4912 E. 29th No., Suite One,
Wichita, KS 67220

1. Gross Acreage of Plat: 22.9±
 2. Number of Lots:
 - Residential: 32
 - Office:
 - Commercial:
 - Industrial:
 - Total: 32
 3. Minimum Lot Area: 16,500 Sq. Ft.
 4. Existing Zoning: "AA"
 5. Proposed Zoning: "AA"
-

STAFF COMMENTS:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted. The applicant shall also guarantee abandonment of the two 8-inch sewer lines that are labeled "to be relocated".
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee the paving of the proposed interior streets.
- D. The applicant shall guarantee any 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. As depicted on the overall sidewalk plan for all of the applicant's property in this area, the applicant shall guarantee construction of a sidewalk, within Reserves E and C, adjacent to the west side of Gatewood.
- G. The applicant shall make satisfactory arrangements with the Gas Company for removal of a gas line in Reserve B.
- H. The applicant is advised that the release of the K.G.&E. easement existing adjacent to the west line of this plat, by virtue of Film 562, Page 818, will need to be worked out separately with the utility company.
- I. The final plat shall state in the plat's text the purposes of the proposed reserves as well as who is to own and maintain the reserves.
- J. Provisions shall be made for ownership and maintenance of the proposed reserves. 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.
- K. For those reserves being platted for drainage purposes, the required covenant which provides for ownership and maintenance of the reserves shall grant, to the City, the authority to maintain the drainage reserves in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.

SUBDIVISION REPORT

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- L. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structure constructed on subject property.
- M. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street. The covenant shall inventory the affected lots by lot and block number and shall state that the covenant runs with the land and is binding on future owners and assigns.
- N. The final plat shall label the centerline of the utility easements.
- O. The applicant shall obtain, by separate instrument, the 10-foot wide off-site utility easement required adjacent to the north line of this plat.
- P. On the final plat, the plattor's text shall reference the platting of the proposed wall easement.
- Q. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- R. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
- S. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.
- T. The representative from the City Engineer's office and the Traffic Engineer should be prepared to comment on the acceptability of the proposed geometrics of the Gatewood/13th Street and the Woodcrest Circle/Gatewood intersections.

S/D No.: 86-94 Name: WOODCREST ADDITION

Preliminary Approved: 10/23/86
Scheduled S/D Meeting: 11/20/86

DESCRIPTION

General Location: In an area south of 13th Street North and west of Webb Road.
Owner: Ritchie Associates, 8100 E. 22nd N., Bldg. 500, Wichita, KS 67226
Surveyor/Engineer: Mid-Kansas Engineering Consultants, P.A.,
3500 N. Rock Road #800, Wichita, KS 67226

1. Gross Acreage of Plat: 22.9±
 2. Number of Lots:
 - Residential: 32
 - Office:
 - Commercial:
 - Industrial:
 - Total: 32
 3. Minimum Lot Area: 16,500 Sq. Ft.
 4. Existing Zoning: "AA"
 5. Proposed Zoning: "AA"
-

STAFF COMMENTS:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted. The applicant shall also guarantee abandonment of the two 8-inch sewer lines that were labeled on the preliminary plat "to be relocated".
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee the paving of the proposed interior streets.
- D. The applicant shall guarantee the storm sewers 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. As depicted on the overall sidewalk plan for all of the applicant's property in this area, the applicant shall guarantee construction of a sidewalk, within Reserves E and C, adjacent to the west side of Gatewood.
- G. The applicant shall make satisfactory arrangements with the Gas Company for removal of a gas line in Reserve B.
- H. The applicant is advised that the release of the K.G.&E. easement existing adjacent to the west line of this plat, by virtue of Film 562, Page 818, will need to be worked out separately with the utility company.
- I. Provisions shall be made for ownership and maintenance of the proposed reserves. 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.
- J. For those reserves being platted for drainage purposes, the required covenant which provides for ownership and maintenance of the reserves shall grant, to the City, the authority to maintain the drainage reserves in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.

- K. For those reserves being platted for sidewalk purposes, the required covenant, which provides for ownership and maintenance of the reserves, shall establish that the homeowner's association shall maintain the sidewalk system planned for construction outside of dedication street right-of-way. This covenant shall grant, to the City, the authority to maintain the sidewalks outside of dedication street right-of-way in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.
- L. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structure constructed on subject property.
- M. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street. The covenant shall inventory the affected lots by lot and block number and shall state that the covenant runs with the land and is binding on future owners and assigns.
- N. The utility company representatives are advised that utility easements are being defined in Reserves C and D, rather than granting these reserves as blanket utility easements. Reserve B is being granted as a blanket utility and drainage easement.
- O. The final plat tracing shall indicate the platting of the numerous utility easements requested by K.G.&E. at the time the preliminary plat was approved. These easements were marked on the engineer's copy of the approved preliminary plat.
- P. It should be noted that the wall easement proposed within Reserve B on the preliminary plat, has been deleted from this final plat. If a wall is to be constructed with Reserve B (blanket utility easement), as depicted on the preliminary plat, then the final plat shall indicate the wall easement on the face of the plat and make reference to the granting of this easement in the plat's text. If the wall is not now proposed, the plat's text shall be amended to delete "walls" as a purpose of Reserve B.
- Q. The applicant shall obtain, by separate instrument, the 10-foot wide off-site utility easement required adjacent to the north line of this plat.
- R. The applicant shall obtain, by separate instrument, the utility and drainage easements needed to the south of this plat.
- S. On the final plat tracing, a 10-foot wide utility easement shall be indicated adjacent to the north line of Reserve C. This easement was marked on the engineer's copy of the approved preliminary plat.
- T. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- U. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- V. Recording of the plat within 30 days after approval by the Board of City Commissioners.
- W. The representative from the City Engineer's office should be prepared to comment on the status of the applicant's drainage plan.
- X. The representative from City and Traffic Engineering should be prepared to comment on the acceptability of the proposed pavement geometrics for the 13th Street/Gatewood and Gatewood/Woodcrest Circle intersections.

EASEMENT

THIS EASEMENT made this 24th day of December, 1986, by and between Lakepoint Company, a Kansas general partnership, of the first part and the 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 drainage and utility over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A 60.00 foot drainage and utility easement within the Northeast Quarter, Section 17, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows:

Commencing at the Southwest corner of Woodcrest Addition; thence Easterly along the South line of said addition, 660.00 feet to the point of beginning; thence Southerly along a line parallel with the West line of said Northeast Quarter to the North line of Lot 15, Block 1, Woodland Estates 2nd; thence Easterly along said North line, 60.00 feet; thence Northerly along a line parallel with the West line of said Northeast Quarter to the South line of Reserve "E", Woodcrest Addition; thence Westerly along said South line, 60.00 feet to the point of beginning.

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 drainage and utility.

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

LAKEPOINT COMPANY
a Kansas general partnership
by Ritchie Associates, Inc.
managing partner of said partnership

By: [Signature]
Jack D. Ritchie, President

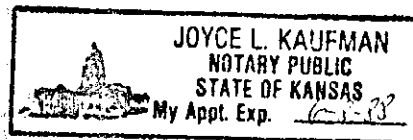
STATE OF KANSAS
SS:
SEDGWICK COUNTY

Personally appeared before me a notary public in and for the County and State aforesaid came Ritchie Associates, Inc., by Jack D. Ritchie, President, 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 24th day of December, 1986.

[Signature]
Notary Public, Joyce L. Kaufman

My Appointment Expires: June 8, 1988



Does this instrument satisfy item "D" of the 11/24/86 letter?

File

This is the one that I really

EASEMENT

THIS EASEMENT made this 24th day of December, 1986, by and between Lakepoint Company, a Kansas general partnership, of the first part and the 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 10.00 foot wide strip of land lying North of and adjacent to the North line of Lots 25 through 29, Block 1, and Reserve "C", Woodcrest, an addition to Wichita, Sedgwick County, Kansas.

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.

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

LAKEPOINT COMPANY, a Kansas general partnership by Ritchie Associates, Inc., managing partner of said partnership

By: [Signature]
Jack D. Ritchie, President

STATE OF KANSAS

SS:

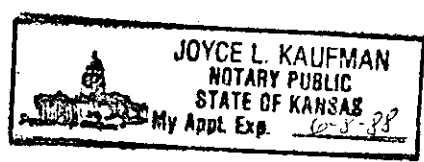
SEDGWICK COUNTY

Personally appeared before me a notary public in and for the County and State aforesaid came Jack D. Ritchie, President, Ritchie Associates, inc., in behalf of Lakepoint Company 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 24th day of December, 1986.

[Signature]
Notary Public, Joyce L. Kaufman

My Appointment Expires: June 8, 1988



Does this instrument satisfy item "P" of the 11/24/86 letter?

FEN

This one is probably OK
FEN