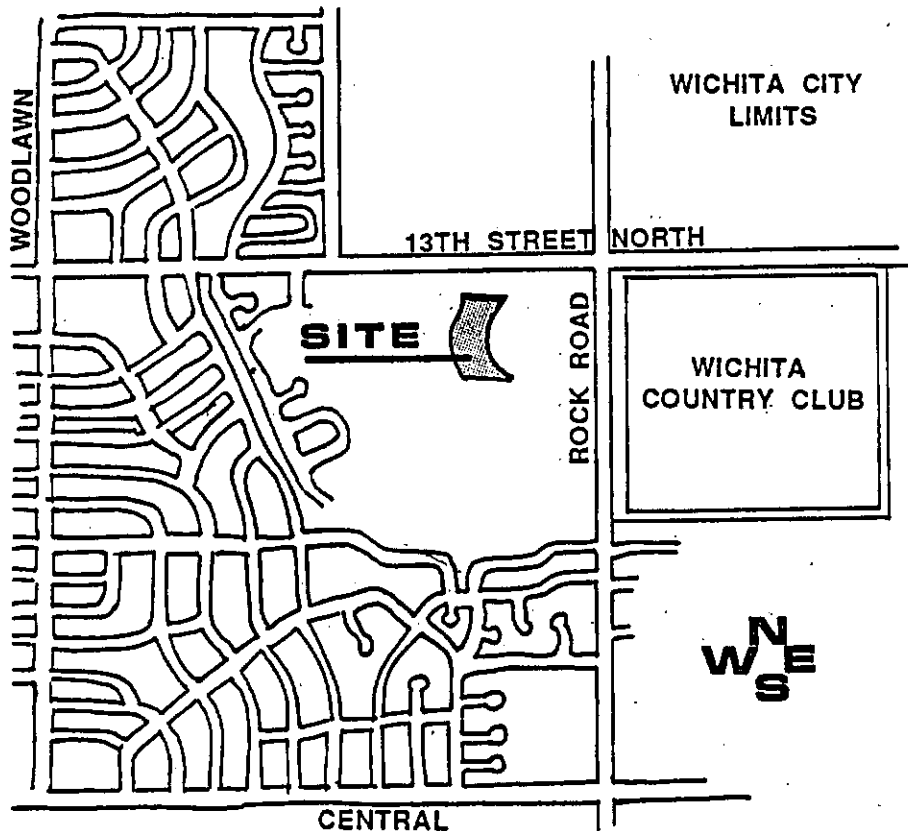


STAFF REPORT
(Revised Preliminary Plat; Previously Approved 7/16/87)

CASE NUMBER: S/D 87-92 - FAIRFIELD CLUB
OWNER/APPLICANT: Ralph Rudy
SURVEYOR/ENGINEER: Bill Yung Design
LOCATION: In an area south of 13th Street North and west of Broadmoor.
SITE SIZE: 9.4 Acres
NUMBER OF LOTS:
Residential: 41
Office:
Commercial:
Industrial:
Total: 41
MINIMUM LOT AREA: 6,254 Sq. Ft.
CURRENT ZONING: "A"
PROPOSED ZONING: "A" (DP-146)

VICINITY MAP:



STAFF COMMENTS:

NOTE: This preliminary plat is subject to provisions of the Fairfield Residential CUP, DP-146. This preliminary plat represents a revised preliminary plat for a portion of an overall preliminary plat (Fairfield Estates 2nd) approved by the Subdivision Committee on 7/16/87. Zero lot line homes are now being proposed. This revised preliminary plat has also excluded the portion indicated as Lot 1, Block 1 on the overall preliminary (the area to the north of this site).

As indicated in the CUP, a maximum of 40 zero lot line dwelling units can be developed within the indicated area.

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee any drainage improvements required by the platting of this property.
- D. The applicant shall guarantee the paving of the narrow public streets to the 29-foot paving standard.
- E. The applicant shall guarantee construction of the storm sewers required by this plat.
- F. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects.
- G. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- H. 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.
- I. The final plat shall state in the platator's text the purposes of the proposed reserves as well as who is to own and maintain the reserves.
- J. When the original Fairfield Estates Addition was platted in 1986, a restrictive covenant was filed which provided for formation of a Homeowner's Association and for perpetual ownership and maintenance of the reserves within that overall plat, by the Homeowner's Association. Since this plat constitutes a replat of a portion of the Fairfield Estates Addition, a revised restrictive covenant will need to be filed with this replat. Such revised covenant shall provide for the formation of the Association and for ownership and maintenance of the reserves.

FAIRFIELD CLUB

Page 3

- K. On the final plat, the stub private streets being platted to serve Lots 11, 12, 13, 14, 24, 25 and 26, Block 1, shall be platted as separate reserves. These reserves shall be platted for private drive purposes and the plat's text shall reference, by lot and block numbers, which lots are to be provided access by the reserves.
- L. Regarding the reserves which are being platted for private drive purposes, discussion with the Law Department indicates a need for language in the covenant, which sets forth ownership and maintenance responsibilities of the reserves, to establish future reversionary rights of the reserves to the lots benefitting from the reserves.
- M. 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.
- N. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this subdivision. The covenant shall state that the covenant runs with the land and is binding on future owners and assigns.
- O. Since this property is being platted for zero lot line homes, the required 5-foot maintenance access easements shall be indicated on the final plat. Appropriate language shall be referenced in the plat's text.
- P. In order to provide for the side yard 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 "side yard setbacks are per the requirements of the Fairfield Residential Community Unit Plan (DP-146) on file with the Wichita-Sedgwick County Metropolitan Area Planning Department.
- Q. The parking easements in Reserves A and B shall be drawn so as to indicate that they are within the respective reserves and not portions of the street right-of-way. The platting of these parking easements shall be referenced in the plat's text.
- R. The final plat shall add the designation of "North" to "10th Street" North.
- S. The applicant is advised that the present plat is indicating 41 dwelling units, while the CUP provides for a maximum of 40 dwelling units. The final plat should therefore indicate no more than the allowed maximum of 40 zero lot line lots. If the applicant chooses, he may pursue requesting an administrative adjustment to the CUP to permit the one extra lot depicted on this revised preliminary plat.

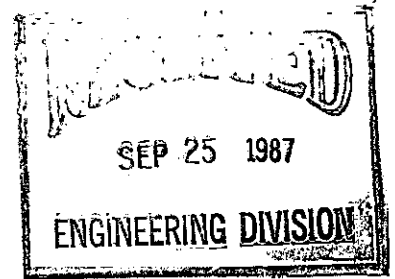
- T. The final plat shall label the centerlines of the 20-foot utility easements along the north and south property lines of the plat.
- U. The final plat tracing shall reference a tie point to a previously platted lot corner or section corner.
- V. Prior to, or at the time of submitting the final plat, the applicant shall submit a drainage plan to City Engineering for review and approval.
- W. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- X. 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.
- Y. 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.
- Z. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
- AA. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.
- BB. The representative from City Engineering should be prepared to comment on the acceptability of the "parking easement" locations.

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202-1888
(316) 268-4561



September 25, 1987

Bill Yung Design
4912 E. 29th St. N., Suite 1
Wichita, KS 67220

Re: Revised Preliminary Plat S/D 87-92 - FAIRFIELD CLUB

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, September 24, 1987, 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 the extension of sanitary sewer to serve the lots being platted.
- 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 narrow public streets to the 29-foot paving standard, including storm sewers.
- D. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects.
- 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 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.

WICHITA - SEDGWICK COUNTY

Revised Preliminary Plat S/D 87-92 - FAIRFIELD CLUB
Page 2

- G. 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.
- H. When the original Fairfield Estates Addition was platted in 1986, a restrictive covenant was filed which provided for formation of a Homeowner's Association and for perpetual ownership and maintenance of the reserves within that overall plat, by the Homeowner's Association. Since this plat constitutes a replat of a portion of the Fairfield Estates Addition, a revised restrictive covenant will need to be filed with this replat. Such revised covenant shall provide for the formation of the Association and for ownership and maintenance of the reserves.
- I. On the final plat, the stub private streets being platted to serve Lots 11, 12, 13, 14, 24, 25 and 26, Block 1, shall be platted as separate reserves. These reserves shall be platted for private drive purposes and the plat's text shall reference, by lot and block numbers, which lots are to be provided access by the reserves.
- J. Regarding the reserves which are being platted for private drive purposes, discussion with the Law Department indicates a need for language in the covenant, which sets forth ownership and maintenance responsibilities of the reserves, to establish future reversionary rights of the reserves to the lots benefitting from the reserves.
- K. 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.
- L. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this subdivision. The covenant shall state that the covenant runs with the land and is binding on future owners and assigns.
- M. Since this property is being platted for zero lot line homes, the required 5-foot maintenance access easements shall be indicated on the final plat. Appropriate language shall be referenced in the plat's text.
- N. In order to provide for the side yard 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 "side yard setbacks are per the requirements of the Fairfield Residential Community Unit Plan (DP-146) on file with the Wichita-Sedgwick County Metropolitan Area Planning Department.

WICHITA - SEDGWICK COUNTY

Revised Preliminary Plat S/D 87-92 - FAIRFIELD CLUB
Page 3

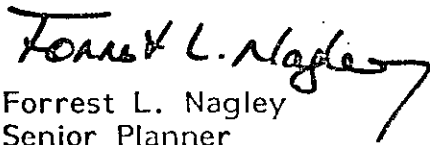
- O. The parking easements in Reserves A and B shall be drawn so as to indicate that they are within the respective reserves and not portions of the street right-of-way. The platting of these parking easements shall be referenced in the plat's text.
- P. The final plat shall add the designation of "North" to "10th Street" North.
- Q. The applicant is advised that the present plat is indicating 41 dwelling units, while the CUP provides for a maximum of 40 dwelling units. The final plat should therefore indicate no more than the allowed maximum of 40 zero lot line lots. If the applicant chooses, he may pursue requesting an administrative adjustment to the CUP to permit the one extra lot depicted on this revised preliminary plat.
- R. The final plat shall label the centerlines of the 20-foot utility easements along the north and south property lines of the plat.
- S. The final plat tracing shall reference a tie point to a previously platted lot corner or section corner.
- T. Prior to, or at the time of submitting the final plat, the applicant shall submit a drainage plan to City Engineering for review and approval.
- U. Prior to submitting the final plat, the applicant shall meet with City Engineering to determine where all easements are needed for sanitary sewer extensions.
- V. As requested by the Fire Department, 10th Street on this plat shall be renamed Polo and Polo Street, as shown on this plat, shall be named 10th Street.
- W. As requested by Southwestern Bell, the final plat shall indicate a 10-foot utility easement, adjacent to Broadmoor, on Lots 19, 20 and 21, Block 1.
- X. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- Y. 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.

Revised Preliminary Plat S/D 87-92 - FAIRFIELD CLUB

Page 4

- Z. 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.
- AA. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Sincerely,



Forrest L. Nagley
Senior Planner

FLN:dlk

Enclosure

cc: Ralph Rudy, 715 N. Gow, Wichita, KS 67203
Professional Engineering Consultants, P.A., 1440 E. English,
Wichita, KS 67211
✓ Mike Lindebak, City Engineer

STAFF COMMENTS:

NOTE: This final plat is subject to provisions of the Fairfield Residential CUP, DP-146. Zero lot line homes are proposed on all lots except Lot 1, Block 1.

An administrative adjustment has been approved to allow the 41 building sites shown on the preliminary plat.

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- 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 narrow public streets to the 29-foot paving standard, including storm sewers.
- D. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects. Square footage figures shall be provided to City Engineering for the lots in this replat.
- 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 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.
- G. When the original Fairfield Estates Addition was platted in 1986, a restrictive covenant was filed which provided for formation of a Homeowner's Association and for perpetual ownership and maintenance of the reserves within that overall plat, by the Homeowner's Association. Since this plat constitutes a replat of a portion of the Fairfield Estates Addition, a revised restrictive covenant will need to be filed with this replat. Such revised covenant shall provide for the formation of the Association and for ownership and maintenance of the reserves.
- H. Regarding the reserves which are being platted for private drive purposes, discussion with the Law Department indicates a need for language in the covenant, which sets forth ownership and maintenance responsibilities of the reserves, to establish future reversionary rights of the reserves to the lots benefitting from the reserves.

- I. 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.
- J. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this subdivision. The covenant shall state that the covenant runs with the land and is binding on future owners and assigns.
- K. On the final plat tracing, the parking easements planned within Reserves A and B shall be indicated on the plat. However, as stated during the preliminary's review, the parking easements need to be drawn in such a manner so as not to be depicted as a part of street right-of-way.
- L. The five (5) foot maintenance easement, within the drainage easement along the south property line of Lot 29, should be deleted from the final tracing. Roof overhangs are not permitted in easements.
- M. In order to provide for the side yard 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 "side yard setbacks are per the requirements of the Fairfield Residential Community Unit Plan (DP-146) on file with the Wichita-Sedgwick County Metropolitan Area Planning Department.
- N. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- O. 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.
- P. 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.
- Q. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- R. Recording of the plat within 30 days after approval by the City Council.

FAIRFIELD CLUB

Page 4

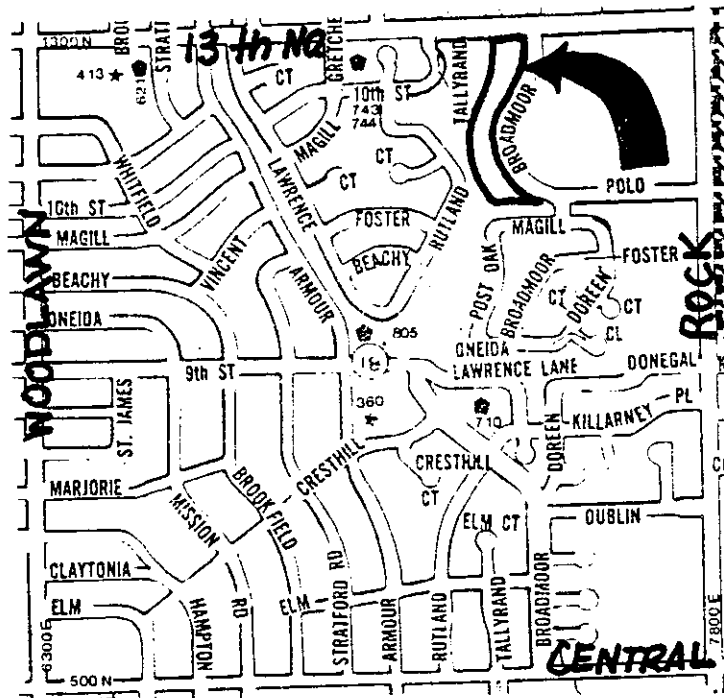
- S. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage plan and the location of sanitary sewer easements.

NOVEMBER 5, 1987

STAFF REPORT
(Revised Final Plat; Preliminary Approved 9/24/87)

CASE NUMBER: S/D 87-92 - FAIRFIELD CLUB
OWNER/APPLICANT: Ralph Rudy
SURVEYOR/ENGINEER: Professional Engineering Consultants, P.A.
LOCATION: In an area south of 13th Street North and west of Broadmoor.
SITE SIZE: 13.4 Acres
NUMBER OF LOTS:
Residential: 42
Office:
Commercial:
Industrial:
Total: 42
MINIMUM LOT AREA: 6,254 Sq. Ft.
CURRENT ZONING: "A"
PROPOSED ZONING: "A" (DP-146)

VICINITY MAP:



STAFF COMMENTS:

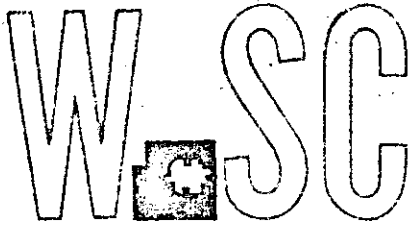
NOTE: This final plat is subject to provisions of the Fairfield Residential CUP, DP-146. Zero lot line homes are proposed on all lots except Lot 1, Block 1. An administrative adjustment has been approved to allow the 41 building sites shown on the preliminary plat.

This plat was deferred for two weeks at the last Subdivision Committee meeting on October 22, 1987.

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- 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 narrow public streets to the 29-foot paving standard, including storm sewers.
- D. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects. Square footage figures shall be provided to City Engineering for the lots in this replat.
- 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 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.
- G. When the original Fairfield Estates Addition was platted in 1986, a restrictive covenant was filed which provided for formation of a Homeowner's Association and for perpetual ownership and maintenance of the reserves within that overall plat, by the Homeowner's Association. Since this plat constitutes a replat of a portion of the Fairfield Estates Addition, a revised restrictive covenant will need to be filed with this replat. Such revised covenant shall provide for the formation of the Association and for ownership and maintenance of the reserves.
- H. Regarding the reserves which are being platted for private drive purposes, discussion with the Law Department indicates a need for language in the covenant, which sets forth ownership and maintenance responsibilities of the reserves, to establish future reversionary rights of the reserves to the lots benefitting from the reserves.

- I. 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.
- J. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this subdivision. The covenant shall state that the covenant runs with the land and is binding on future owners and assigns.
- K. Since building setbacks are being shown on the plat, the reference on the face of the plat and the plat's text to setbacks shall be amended to indicate only that the sideyard setbacks are per CUP-146.
- L. The final plat tracing shall more clearly label the 15-foot sanitary sewer easement shown along the east line of the plat (Lot 19, Block 1 and Lot 6, Block 2). It is not clear if this easement only effects the two indicated lots or extends to other nearby lots.
- M. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- N. 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.
- O. 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.
- P. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- Q. Recording of the plat within 30 days after approval by the City Council.
- R. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage plan and the location of sanitary sewer easements.

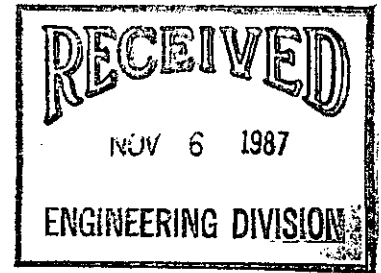
WICHITA — SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202-1688
(316) 268-4561

November 5, 1987



Professional Engineering Consultants, P.A.
1440 E. English
Wichita, KS 67211

Re: Final Plat S/D 87-92 - FAIRFIELD CLUB

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, November 5, 1987, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- 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 narrow public streets to the 29-foot paving standard, including storm sewers.
- D. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects. Square footage figures shall be provided to City Engineering for the lots in this replat.
- 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 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.

- G. When the original Fairfield Estates Addition was platted in 1986, a restrictive covenant was filed which provided for formation of a Homeowner's Association and for perpetual ownership and maintenance of the reserves within that overall plat, by the Homeowner's Association. Since this plat constitutes a replat of a portion of the Fairfield Estates Addition, a revised restrictive covenant will need to be filed with this replat. Such revised covenant shall provide for the formation of the Association and for ownership and maintenance of the reserves.
- H. Regarding the reserves which are being platted for private drive purposes, discussion with the Law Department indicates a need for language in the covenant, which sets forth ownership and maintenance responsibilities of the reserves, to establish future reversionary rights of the reserves to the lots benefitting from the reserves.
- I. 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.
- J. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this subdivision. The covenant shall state that the covenant runs with the land and is binding on future owners and assigns.
- K. On the final plat tracing, the parking easement being platted as part of Reserve A, shall be broken down into separate easements which display 50 feet of street frontage or less.
- L. Since building setbacks are being shown on the plat, the reference on the face of the plat and the plat's text to setbacks shall be amended to indicate only that the sideyard setbacks are per CUP-146.
- M. The final plat tracing shall more clearly label the 15-foot sanitary sewer easement shown along the east line of the plat (Lot 19, Block 1 and Lot 6, Block 2). It is not clear if this easement only effects the two indicated lots or extends to other nearby lots.
- N. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.

WICHITA - SEDGWICK COUNTY

Final Plat S/D 87-92 - FAIRFIELD CLUB
Page 3

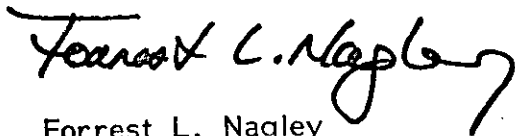
- O. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- P. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- Q. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- R. Recording of the plat within 30 days after approval by the City Council.

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.

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, November 12, 1987 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,



Forrest L. Nagley
Senior Planner

FLN:dik

Enclosure

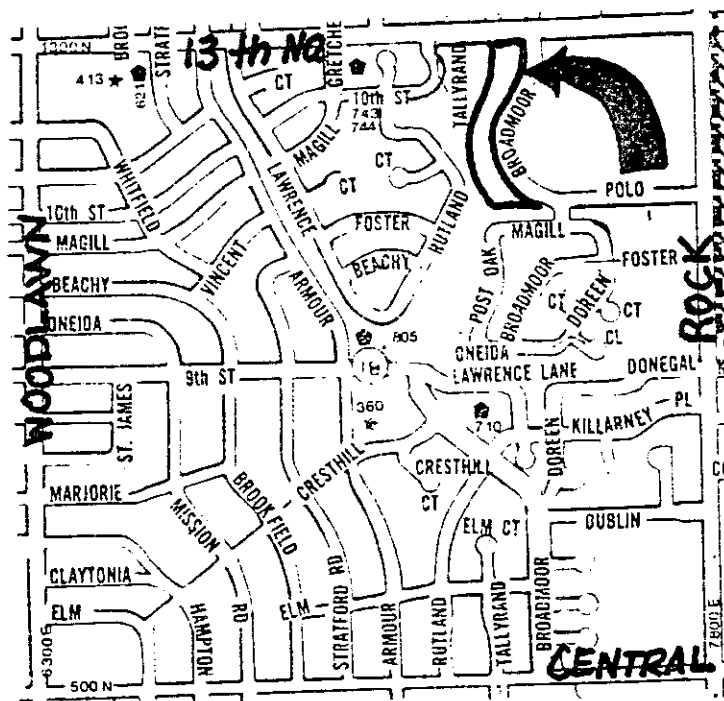
cc: Ralph Rudy, 715 N. Gow, Wichita, KS 67203
Bill Yung Design, 4912 E. 29th St. N., Suite 1, Wichita, KS 67220
✓ Mike Lindebak, City Engineer

DECEMBER 3, 1987

STAFF REPORT
(Revised Final Plat; Final Approved 11/5/87)

CASE NUMBER: S/D 87-92 - FAIRFIELD CLUB
OWNER/APPLICANT: Ralph Rudy
SURVEYOR/ENGINEER: Professional Engineering Consultants, P.A.
LOCATION: In an area south of 13th Street North and west of Broadmoor.
SITE SIZE: 13.4 Acres
NUMBER OF LOTS:
Residential: 42
Office:
Commercial:
Industrial:
Total: 42
MINIMUM LOT AREA: 6,254 Sq. Ft.
CURRENT ZONING: "A"
PROPOSED ZONING: "A" (DP-146)

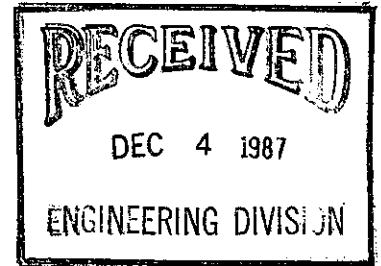
VICINITY MAP:



STAFF COMMENTS:

NOTE: A final plat for this property was approved in November of this year. A revised final plat has been submitted to change the name of the east/west street adjacent to the south lines of Lots 22, 23 and 24, Block 1. (Hartmoor to Farmstead)

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- 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 narrow public streets to the 29-foot paving standard, including storm sewers.
- D. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects. Square footage figures shall be provided to City Engineering for the lots in this replat.
- 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 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.
- G. When the original Fairfield Estates Addition was platted in 1986, a restrictive covenant was filed which provided for formation of a Homeowner's Association and for perpetual ownership and maintenance of the reserves within that overall plat, by the Homeowner's Association. Since this plat constitutes a replat of a portion of the Fairfield Estates Addition, a revised restrictive covenant will need to be filed with this replat. Such revised covenant shall provide for the formation of the Association and for ownership and maintenance of the reserves.
- H. Regarding the reserves which are being platted for private drive purposes, discussion with the Law Department indicates a need for language in the covenant, which sets forth ownership and maintenance responsibilities of the reserves, to establish future reversionary rights of the reserves to the lots benefitting from the reserves.



December 4, 1987

Professional Engineering Consultants, P.A.
1440 E. English
Wichita, KS 67211

Re: Final Plat S/D 87-92 - FAIRFIELD CLUB

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, December 3, 1987, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- 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 narrow public streets to the 29-foot paving standard, including storm sewers.
- D. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects. Square footage figures shall be provided to City Engineering for the lots in this replat.
- 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 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.

- G. When the original Fairfield Estates Addition was platted in 1986, a restrictive covenant was filed which provided for formation of a Homeowner's Association and for perpetual ownership and maintenance of the reserves within that overall plat, by the Homeowner's Association. Since this plat constitutes a replat of a portion of the Fairfield Estates Addition, a revised restrictive covenant will need to be filed with this replat. Such revised covenant shall provide for the formation of the Association and for ownership and maintenance of the reserves.
- H. Regarding the reserves which are being platted for private drive purposes, discussion with the Law Department indicates a need for language in the covenant, which sets forth ownership and maintenance responsibilities of the reserves, to establish future reversionary rights of the reserves to the lots benefitting from the reserves.
- I. 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.
- J. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this subdivision. The covenant shall state that the covenant runs with the land and is binding on future owners and assigns.
- K. On the final plat tracing, the platting of the street name Farmstead shall be omitted. The entire loop street shall be named 10th Street North Circle.
- L. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- M. 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.
- N. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- O. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- P. Recording of the plat within 30 days after approval by the City Council.

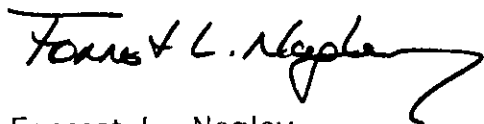
Final Plat S/D 87-92 - FAIRFIELD CLUB
Page 3

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.

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, December 10, 1987 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,



Forrest L. Nagley
Senior Planner

FLN:dlk

Enclosure

cc: Ralph Rudy, 715 N. Gow, Wichita, KS 67203
Bill Yung Design, 4912 E. 29th St. N., Suite 1, Wichita, KS 67220
Mike Lindebak, City Engineer

THE CITY OF WICHITA

OFFICE OF PUBLIC WORKS - ENGINEERING

DATE February 29, 1988

TO Dale Rea, Deputy City Clerk

FROM Steve Lackey, Director of Public Works



SUBJECT

Agreements for Respread of
Special Assessments:
Lateral 84, War Industries
Sewer, Storm Water Drain
#69, Water System to serve
Fairfield Club Addn, Pave
Broadmoor and Polo in
Fairfield Club Addn

Please place the attached agreements on the Consent Agenda. The purpose of the agreements is to respread special assessments to reflect recent platting activity. The Law Department has approved the agreements as to legal form.

Recommendation/Action: Approve the agreements and authorize the Mayor to execute.

SL:BM/sm:4514A

cc: Robert Finch, Deputy City Manager

AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,
Party of the First Part

and

Ralph Rudy
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Fairfield Estates, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement district; and

WHEREAS, portion of the improvement district of said improvements has been platted and/or replatted; and

WHEREAS, Party of the Second Part desires that a reassessment be made to reflect the changes in platting; and

WHEREAS, the Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lot 1, except the north 345 feet, Block 2, Fairfield Estates was part of the improvement district for the following City projects:

(a) Storm Water Drain #69 (Project No. 468-76-245-81536-000-000-001)

(b) Water (Project No. 448-76-245-88080-000-000-001)

(c) Paving Broadmoor and Polo (Project No.
472-76-245-81523-000-000-001)

Said property was replatted into the Fairfiled Club Addition.

2. The Parties agree to make a reassessment for said project in the following manner:

That lots 2 through 36 inclusive, Block 1 and Lots 1 through 6 inclusive, Block 2, Fairfield Club Addition shall each pay 1/41 of the costs apportioned to Lot 1, except the north 345 feet, Block 2, Fairfield Estates Addition.

3. The Party of the Second Part is the owner of the property described in section one above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12(b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives his right to appeal the special assessments for the above mentioned projects (including this described reassessment) and agrees that no suit to set aside said assessment shall be brought by him nor shall he in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in constructing this project and levying the special assessments therefor.

5. The Party of the Second Part further agrees that he will indemnify the Party of the First Part against any and all costs, expenses, claims and judgments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ of _____, 19__.

THE CITY OF WICHITA, KANSAS

Approved as to form:

Thomas R. Powell, Jr.
Director of Law

BY

Mayor
Party of the First Part

Attest:

City Clerk

Ralph Ruder

Party of the Second Part

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 12 day of February, 1988, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ralph Ruder, 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.

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

Gina M. Wynn
Notary Public

My Appointment Expires:

November 17, 1991



AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,
Party of the First Part

and

Ralph Rudy
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Fairfield Estates, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement district; and

WHEREAS, portion of the improvement district of said improvements has been platted and/or replatted; and

WHEREAS, Party of the Second Part desires that a reassessment be made to reflect the changes in platting; and

WHEREAS, the Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. The south 130 feet of Lot 1, Block 3, Fairfield Estates was part of the improvement district for the following City project:

Lat. 84, WIS (project No. = 468-76-245-81531-000-000-001)

Said property was replatted as part of the Fairfield Club Addition.

2. The Parties agree to make a reassessment for said project in the following manner:

That lots 30 through 36 inclusive, Block 1, Fairfield Club Addition shall each pay 1/7 of the costs apportioned to the south 130 feet of Lot 1, Block 2, Fairfield Estates Addition.

3. The Party of the Second Part is the owner of the property described in section one above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12(b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives his right to appeal the special assessments for the above mentioned projects (including this described reassessment) and agrees that no suit to set aside said assessment shall be brought by him nor shall he in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in constructing this project and levying the special assessments therefor.

5. The Party of the Second Part further agrees that he will indemnify the Party of the First Part against any and all costs, expenses, claims and judgments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ of _____, 19__.

THE CITY OF WICHITA, KANSAS

Approved as to form:

Thomas R. Powell
Director of Law

BY

Mayor
Party of the First Part

Attest:

City Clerk

Ralph Rudy

Party of the Second Part

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 12 day of February, 1993, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ralph Rudy, 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.

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

Gina M. Wynn
Notary Public

My Appointment Expires:

November 17, 1991



TRANSMITTAL

TO: Doug Moshier
Senior City Attorney

FROM: Vicky Huang, P.E.

CITY OF WICHITA
CITY ENGINEER'S OFFICE
455 N. MAIN, 7TH FLOOR
WICHITA, KANSAS 67202
TELEPHONE: 268-4236 or (316) 268-4501

ATTENTION: _____

PROJECT TITLE:

Agreement to respread special assessment.

PROJECT NUMBER:

DATE:

7-26-91

THE FOLLOWING ITEMS ARE BEING TRANSMITTED TO YOU:

- Plans, prints or tracings Specifications Certificate of Insurance Petition
 Change order Correspondence Agreement form
 Other _____

THE ITEMS ARE BEING TRANSMITTED FOR THE FOLLOWING PURPOSE:

- For your approval and signature For your files For your use
 For your review and resubmittal Returned for revisions To advise of approval
 Other _____

COMMENTS:

Please review the attached agreement and sign the "approved as to form" so that we may schedule it for City Council's approval.

Thank you.

:cls
Attachment

AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,
Party of the First Part

and

Ralph Rudy
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Fairfield Club, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement district; and

WHEREAS, portion of the improvement district of said improvements has been platted and/or replatted; and

WHEREAS, Party of the Second Part desires that a reassessment be made to reflect the changes in platting; and

WHEREAS, the Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 2 through 19, Block 1, and Lots 1 through 6, Block 2, Fairfield Club Addition (Key Nos. C-47105 through C-47122 and C-47140 through C-47145)

was part of the improvement district for the following City project(s):

Broadmoor Paving	A40238
Lateral Sewer	K40604
Storm Drain	L39960
Water Supply Line	M39810

Said property was replatted as Lots 1 through 12, Block 1, The Abbey at Fairfield

2. The Parties agree to make a reassessment for said project in the following manner:

The total specials to the lots listed in Section 1 for the projects listed in Section 1 (\$11,393.04 Annual) are to be pro-rated as follows:

Lot 1, Block 1, The Abbey at Fairfield shall pay \$3,303.97 annual.
Lots 2 through 12, Block 1, The Abbey at Fairfield shall each pay 735.37 annual.

3. The Party of the Second Part is the owner of the property described in section one above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12(b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives his right to appeal the special assessments for the above mentioned projects (including this described reassessment) and agrees that no suit to set aside said assessment shall be brought by him nor shall he in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in constructing this project and levying the special assessments therefor.

5. The Party of the Second Part further agrees that he will indemnify the Party of the First Part against any and all costs, expenses, claims and judgments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

6. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ of _____, 19__.

THE CITY OF WICHITA, KANSAS

Approved as to form:

BY

Mayor
Party of the First Part

Director of Law

Attest:

City Clerk

[Handwritten Signature]

Party of the Second Part
Ralph Rudy

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 3rd day of July, 1991, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ralph Rudy, 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.

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

[Handwritten Signature]

Notary Public

My Appointment Expires:

Jan. 3, 1993

