

SUBDIVISION COMMITTEE  
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO. 6

June 5, 1997

**STAFF REPORT**  
(Final Plat)

**CASE NUMBER:** S/D 97-39 - LARK 6TH ADDITION

**OWNER/APPLICANT:** Kick'n Development Corp.  
716 N. 119th West, Wichita, KS 67235

**SURVEYOR/ENGINEER:** Baughman Company, P.A.  
315 Ellis, Wichita, KS 67211

**LOCATION:** Located south of Kellogg between 119th Street West and Lark Lane.

**SITE SIZE:** 52 Acres

**NUMBER OF LOTS**

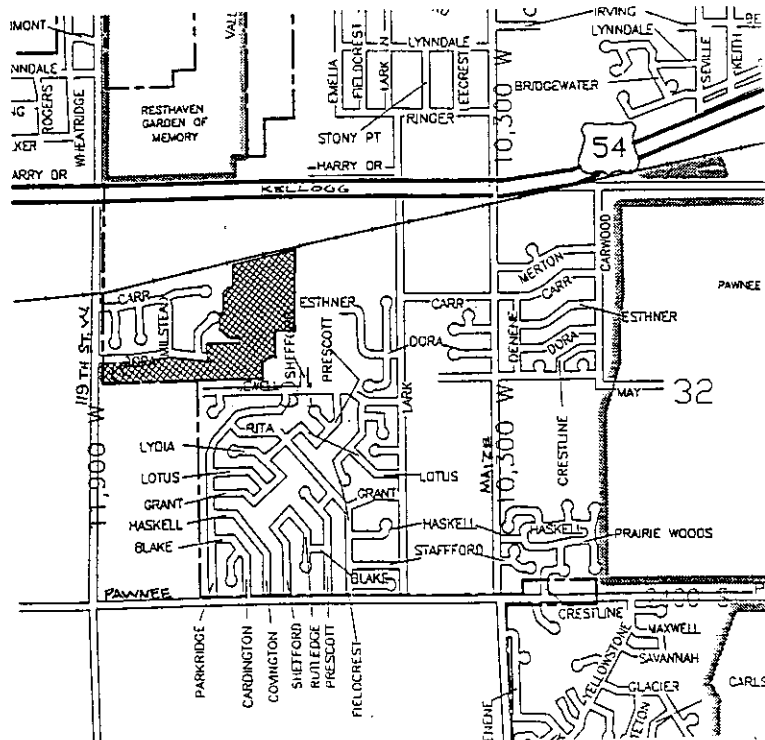
Residential:	160
Office:	
Commercial:	
Industrial:	==
Total:	160

**MINIMUM LOT AREA:** 7,800 square feet

**CURRENT ZONING:** "SF-6" Single Family

**PROPOSED ZONING:** "SF-6" Single Family

**VICINITY MAP:**



NOTE: A portion of this plat is a replat of Lots 1,2,3,4,5,6,7,8 and 9 Block C, Lark Addition.

STAFF COMMENTS:

- 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 proposed interior streets. Engineering needs to comment if any improvements or guarantees are needed to 119th Street
- D. Sidewalks should be provided along Dora, May / Cardington and Covington / Carr Streets.
- E. The applicant shall guarantee the construction of any drainage improvements required by the platting of this property, including storm sewers.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. A covenant providing for 4 off-street parking spaces per dwelling unit shall be provided as required when the 58 foot local residential street standard is being used. 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.
- H. Representatives from the **City Fire Department** and / or **OCI** need to comment of the acceptability of proposed street names.
- I. **City Engineering** needs to comment on the status of the applicant's drainage concept/plan.
- J. 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. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Chief of the Fire Department.)
- K. 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.
- 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 (316-729-0102) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.


- M. The applicant is advised that various State and Federal requirements for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements (Army Corps of Engineers, Kanopolis Project Office, Rt. 1, Box 30, Marquette Kansas, 67464, 913-546-2294 or Kansas Department of Wildlife and Parks)
- N. The representatives from the **utility companies** should be prepared to comment on the need for utility easements to be platted on this property.
- O. Perimeter closure computations should be submitted with the final plat tracing.
- P. Recording of the plat within thirty (30) days after approval by the City Council.
- Q. A typo should be corrected in the first sentence of the platter's text regarding reserves and easements, and in the last sentence of the legal description section.

City of Wichita  
City Council Meeting  
January 27, 1998

Agenda Report No. \_\_\_\_\_

TO: Mayor and City Council Members

SUBJECT: Agreements to Respread Special Assessments in Lark 6th Addition (south of Kellogg, west of Lark Lane) (District V)

INITIATED BY: Department of Public Works 

AGENDA: Consent

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**Recommendation:** Approve the Agreements.

**Background:** The developer, Kick'N Development Corporation, platted Lark 6th Addition and has submitted Agreements to respread special assessments within the addition.

**Analysis:** The land was originally included in numerous improvement districts for a number of public improvement projects. The purpose of the Agreements is to respread Special Assessments on an equal share basis for each lot. Without the Agreements, the assessments will be spread on a square foot basis. The Agreements will save the City time in recalculating Special Assessments for each newly platted lot and will equalize the assessments for each lot, making it easier for the developer to market the lots.

**Financial Considerations:** There is no cost to the City.

**Legal Considerations:** The Agreements have been approved as to form by the Law Department.


**Recommendation/Action:** It is recommended that the City Council 1) Approve the Agreements, and 2) Authorize the Mayor to execute.

**THE CITY OF WICHITA  
OFFICE OF LAW DEPARTMENT**

**DATE:** December 11, 1997

**TO:** Michael E. Lindebak, P.E., City Engineer  
**FROM:** Douglas J. Moshier, Senior Assistant City Attorney  
**SUBJECT:** Agreements for Respread Assessments

The attached Agreements for respreading assessments in Lark 6th Addition are approved as to form.

  
Douglas J. Moshier  
Senior Assistant City Attorney

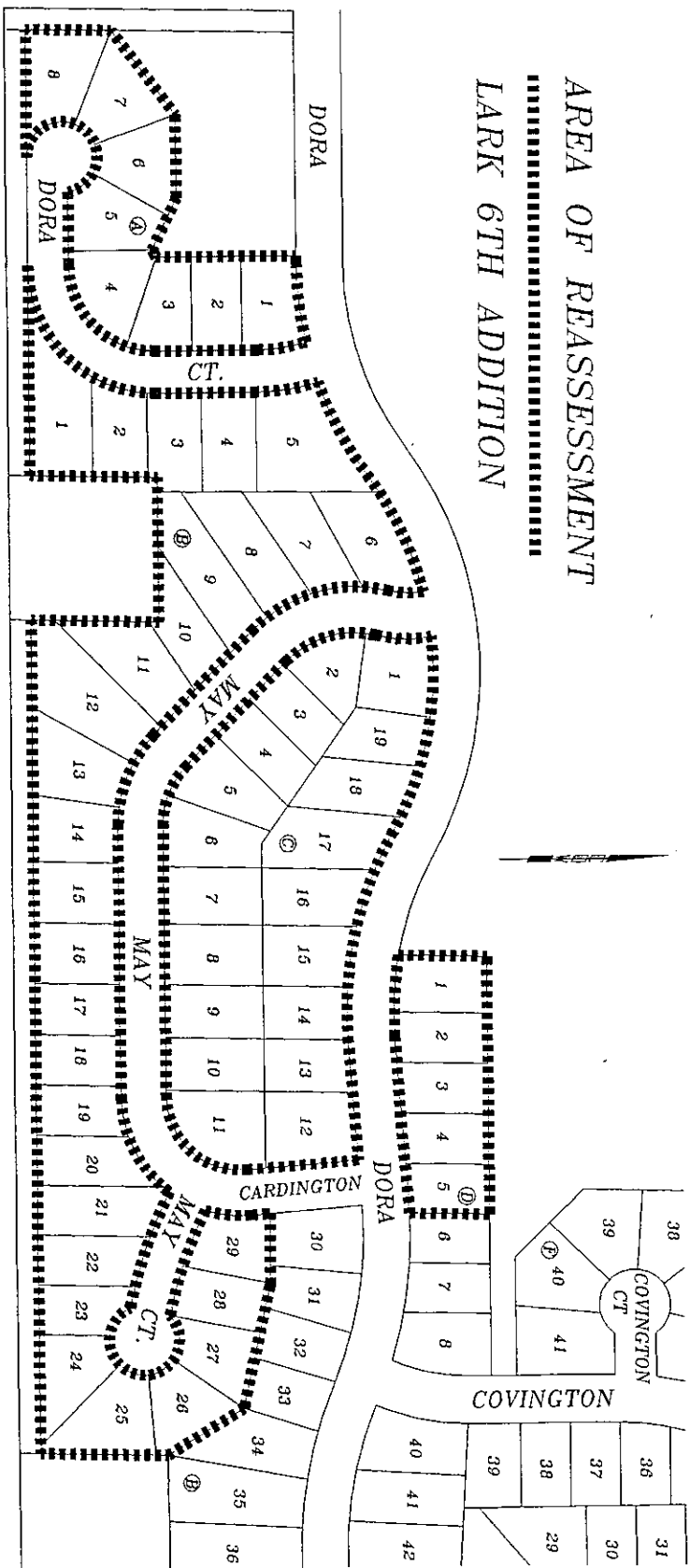
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Attachment

**RECEIVED**  
DEC 12 1997  
CITY - ENGINEERING



# AREA OF REASSESSMENT LARK 6TH ADDITION



AGREEMENT  
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

and

KICK'N DEVELOPMENT CORPORATION

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Sanitary Sewer Improvements in Lark 3rd Addition, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part are the landowners of all or part of the improvement district; and desires that a reassessment be made; and

WHEREAS, 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. That unplatted Parcel 1 (see attached legal) was part of the improvement district for the following City Project:

Lateral 14, Main 13, S.W.I.  
Project No. 468-82612

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

Lots 1-19, Block E, and Lots 1-14, Block F, Lark 6th Addition shall each pay 1/33 of the cost apportioned to the property described above.

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 their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.


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

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 1997.

The City of Wichita, Kansas

By: \_\_\_\_\_  
Mayor  
Party of the First Part

Approved as to form:

  
Director of Law

Attest:

\_\_\_\_\_  
City Clerk

KICK'N DEVELOPMENT CORPORATION

By: *Paul E. Kelsey*  
Paul E. Kelsey, President

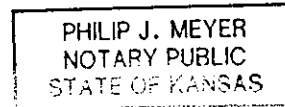
STATE OF KANSAS            )  
SEDGWICK COUNTY        )    SS:

BE IT REMEMBERED, that on this 6th day of November, 1997, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Paul E. Kelsey, President of Kick'N Development Corporation, personally known to me to be the same person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

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

*Philip J. Meyer*  
Notary Public

My Appointment Expires: 5/5/01



**SANITARY SEWER PETITION**  
PHASE II

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**LARK 3RD ADDITION**

Lots 1 through 46, Block 1

Lots 1 through 10, Block 2

Lots 1 through 8, Block 5

**UNPLATTED PARCEL 1**

A tract of land in the NW 1/4 of Sec. 31, Twp. 27-S, R-1-W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the NW corner of Lot 8, Block 1, Lark 3rd Addition, Wichita, Sedgwick County, Kansas; thence S00°23'48"E along the west line of said Block 1 and Block 5 in said Lark 3rd Addition, 1263.88 feet to the NE corner of Lot 31, Block 5 in said Lark 3rd Addition; thence N86°53'08"W along the north line of said Lot 31 and as extended west, 304.57 feet to the NW corner of Lot 34 in said Block 5; thence N00°23'48"W along the west line of said Lot 34 as extended north, 100.19 feet to a point 100 feet normally distant from the north line of said Lot 34; thence S86°53'08"E parallel with and 100 feet normally distant from the north line of said Lot 34, 204.38 feet to a point 100 feet normally distant from the west line of said Block 5; thence N00°23'48"W parallel with and 100 feet normally distant from the west line of said Blocks 5 and 1, 1135.07 feet to a point on the southeasterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence N76°55'47"E along said southeasterly railroad right-of-way line, 102.50 feet to the point of beginning.

**UNPLATTED PARCEL 2**

TOGETHER with a tract of land in the W 1/2 of the NE 1/4 of said Sec. 31, described as follows: Beginning at the NE corner of Lot 46, Block 1, Lark 3rd Addition, Wichita, Sedgwick County, Kansas; thence S82°06'23"W along the north line of said Lot 46 and as extended southwesterly, 706.04 feet to the NW corner of Lot 37 in said Block 1; thence N00°23'37"W along the east line of Lot 34 in said Block 1 and as extended north, 555.84 feet to the NE corner of Lot 28 in said Block 1; thence N76°55'47"E along the southeasterly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad, 102.50 feet to a point 100 feet normally distant from the east line of said Lot 28; thence S00°23'37"E parallel with and 100 feet normally distant from the east line of said Lot 28, 464.30 feet to a point 100 feet normally distant from the north line of said Lot 37; thence N82°06'23"E parallel with and 100 feet normally distant from the north line of said Lot 37, 605.18 feet to a point on the east line of the W 1/2 of said NE 1/4; thence S00°23'37"E along the east line of said W 1/2, 100.86 feet to the intersection of the north line of said Lot 46 as extended northeasterly; thence S82°06'23"W along said extended north line, 6.05 feet to the point of beginning.

**FILE COPY**

do hereby petition, pursuant to the provisions of K.S.A. 1980 Supp.12-6a01 et seq., as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being One Hundred Fifty-Seven Thousand Five Hundred Dollars (\$157,500) with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro-rata rate of 1 percent per month from and after December 1, 1996.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all cost of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That Lots 1 through 46, Block 1; Lots 1 through 10, Block 2; Lots 1 through 8, Block 5; LARK 3RD ADDITION shall each pay 1/90; UNPLATTED PARCEL 1 shall pay 15/90; and UNPLATTED PARCEL 2 shall pay 11/90 of the total cost of the improvements.

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.

- (e) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of any assistance available through the Special Assessment Deferral Program, in accordance with City of Wichita Ord. No. 38-559.

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

(b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

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

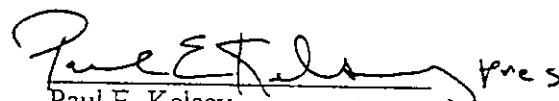
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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**LARK 3RD ADDITION**

Lots 1 through 46, Block 1  
Lots 1 through 10, Block 2  
Lots 1 through 8, Block 5

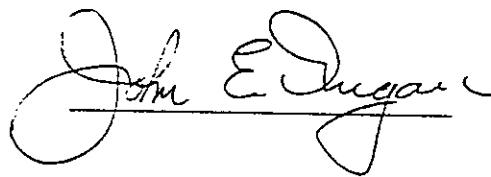
By: Owner

  
Paul E. Kelsey  
Rick's N' Develop

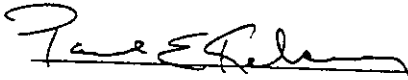
**UNPLATTED PARCEL 1**

A tract of land in the NW 1/4 of Sec. 31, R-1-W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the NW corner of Lot 8, Block 1, Lark 3rd Addition, Wichita, Sedgwick County, Kansas; thence S00°23'48"E along the west line of said Block 1 and Block 5 in said Lark 3rd Addition, 1263.88 feet to the NE corner of Lot 31, Block 5 in said Lark 3rd Addition; thence N86°53'08"W along the north line of said Lot 31 and as extended west, 304.57 feet to the NW corner of Lot 34 in said Block 5; thence N00°23'48"W along the west line of said Lot 34 as extended north, 100.19 feet to a point 100 feet normally distant from the north line of said Lot 34, 204.38 feet to a point 100 feet normally distant from the west line of said Block 5; thence N00°23'48"W parallel with and 100 feet normally distant from the west line of said Blocks 5 and 1, 1135.07 feet to a point on the southeasterly right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence N76°55'47"E along said southeasterly railroad right-of-way line, 102.50 feet to the point of beginning.

By: Owner



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

LEGAL DESCRIPTION	SIGNATURE	DATE
<p><b><u>UNPLATTED PARCEL 2</u></b> Together with a tract of land in the W 1/2 of the NE 1/4 of said Sec. 31, described as follows: Beginning at the NE corner of Lot 46, Block 1, Lark 3rd Addition, Wichita, Sedgwick County, Kansas; thence S80°06'23"W along the north line of said Lot 46 and as extended southwesterly, 706.04 feet to the NW corner of Lot 37 in said Block 1; thence N00°23'37"W along the east line of Lot 34 in said Block 1 and as extended north, 555.84 feet to the NE corner of Lot 28 in said Block 1; thence N76°55'47"E along the southeasterly right-of-way line of the Atchison, Topeka, and Santa Fe Railroad, 102.50 feet to a point 100 feet normally distant from the east line of said Lot 28; thence S00°23'37"E parallel with and 100 feet normally distant from the east line of said Lot 28, 464.30 feet to a point 100 feet normally distant from the north line of said Lot 37; thence N82°06'23"E parallel with and 100 feet normally distant from the north line of said Lot 37, 605.18 feet to a point on the east line of the W 1/2 of said NE 1/4; thence S00°23'37"E along the east line of said W 1/2, 100.86 feet to the intersection of the north line of said Lot 46 as extended northeasterly; thence S82°06'23"W along said extended north line, 6.05 feet to the point of beginning.</p>	By: Owner   James Kock (A) Develop.	

AN ABTRACTOR'S CERTIFICATE OF OWNERSHIP  
MUST ACCOMPANY THIS PETITION

AGREEMENT  
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

and

KICK'N DEVELOPMENT CORPORATION

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Street Improvements in Lark 4th Addition, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part are the landowners of all or part of the improvement district; and desires that a reassessment be made; and

WHEREAS, 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. That unplatted Tracts 1 and 2 (see attached legals) were part of the improvement district for the following City Project:

Street Improvements  
Project No. 472-82801

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

Lots 1-8, Block A, Lots 1-29, Block B, Lots 1-19, Block C, and Lots 1-5, Block D, Lark 6th Addition shall each pay 1/61 of the cost apportioned to the property described above.

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 their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

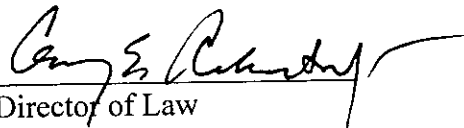
5. The Party of the Second Part further agree that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of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

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 1997.

The City of Wichita, Kansas

By: \_\_\_\_\_  
Mayor  
Party of the First Part

Approved as to form:

  
Director of Law

Attest:

\_\_\_\_\_  
City Clerk

KICK'N DEVELOPMENT CORPORATION

By: *Paul E. Kelsey*  
Paul E. Kelsey, President

STATE OF KANSAS            )  
SEDGWICK COUNTY        )    SS:

BE IT REMEMBERED, that on this 6th day of November, 1997, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Paul E. Kelsey, President of Kick'N Development Corporation, personally known to me to be the same person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

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

*Philip J. Meyer*  
Notary Public

My Appointment Expires: 5/5/97

PHILIP J. MEYER  
NOTARY PUBLIC  
STATE OF KANSAS

ASPHALTIC CONCRETE  
PAVING PETITION

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

LARK ADDITION

Lots 23 through 28, Block A  
Lots 25 through 38, Block B  
Lots 1 through 9, Block C

29

LARK 4TH ADDITION

Lots 1 through 14, Block 1

14

UNPLATTED TRACT #1

A tract of land in the NW 1/4 of Sec. 31, Twp. 27-S, R-1-W of the 6th P.M., Sedgwick County, Kansas, further described as follows: Beginning at the easterly most SE corner of Dora as platted in said Lark Addition; thence S01°20'46"W parallel with the west line of said NW 1/4, 133.17 feet; thence S89°43'07"W parallel with the south line of said NW 1/4, 113.14 feet; thence N54°17'03"W, 231.52 feet; thence N07°59'46"E, 105.62 feet to a point on the south right-of-way line of said Dora, said south right-of-way line being a curve to the right; thence southeasterly along said curve, having a central angle of 21°40'56" and a radius of 450 feet, an arc distance of 170.29 feet, (having a chord length of 169.28 feet bearing S71°09'46"E), to the P.R.C. of a curve to the left; thence southeasterly along said curve, having a central angle of 16°00'04" and a radius of 500 feet, an arc distance of 139.64 feet, (having a chord length of 139.18 feet bearing S68°19'20"E) to the point of beginning.

UNPLATTED TRACT #2

A tract of land in the NW 1/4 of Sec. 31, Twp. 27-S, R-1-W of the 6th P.M., Sedgwick County, Kansas, further described as follows: Commencing at the easterly most SE corner of Dora as platted in Lark Addition, Wichita, Sedgwick County, Kansas; thence S01°20'46"W parallel with the west line of said NW 1/4, 133.17 feet for a point of beginning; thence S89°43'07"W parallel with the south line of said NW 1/4, 113.14 feet; thence N54°17'03"W, 231.52 feet; thence N07°59'46"E, 105.62 feet to a point on the south right-of-way line of said Dora, said south right-of-way being a curve to the left; thence westerly and southwesterly along said curve, having a central angle of 45°00'43" and a radius of 450 feet, an arc distance of 353.52 feet, (having a chord length of 344.50 feet bearing S75°29'24"W), to the P.R.C. of a curve to the right; thence southwesterly and westerly along said curve, having a central angle of 36°44'04" and a radius of 500 feet, an arc distance of 320.57 feet, (having a chord length of 315.11 feet bearing S71°21'05"W), to the P.T. of said curve; thence S89°43'07"W along said south right-of-way line, 10 feet to the NE corner of Lot 9, Block C, in said Lark Addition; thence S01°20'46"W along the east line of said Block C, 380.16 feet to the SE corner of Lot 6 in said Block C; thence N89°43'07"E along the north line of an access road and utility easement (Film 328, Page 321), 309.84 feet to a deflection point in said easement; thence N01°20'46"E along said easement line, 179.99 feet to a deflection point; thence N89°43'07"E along said easement line, 200 feet to a deflection point; thence S01°20'46"W along said easement line, 179.99 feet to a deflection point; thence N89°43'07"E along said easement line, 420 feet; thence N01°20'46"E parallel with the west line of said NW 1/4, 323.49 feet to the point of beginning.

do hereby petition, pursuant to the provisions of K.S.A. 1980 Supp. 12-6a01 et seq., as follows:

a) That pavement be constructed on Dora from 119th Street West to the east line of Lark 4th Addition.

That said pavement between aforesaid limits be constructed for a width of thirty-two (32) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-six (36) feet with plans and specifications to be furnished by the City Engineer.

b) That pavement be constructed on Millstead from Dora to the south line of Carr Circle.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width; making the total roadway width of thirty-four (34) feet; with plans and specifications to be furnished by the City Engineer.

c) That pavement be constructed on Dora Court from the north line of Dora to and including the cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two (2) feet in width; making the total roadway width of twenty-eight (28) feet; with plans and specifications to be furnished by the City Engineer.

That sidewalk be constructed along the both sides of Dora from 119th Street West to the east line of Lark 4th Addition and along the west side of Millstead from Dora to the south line of Carr Circle according to plans and specifications to be furnished by the City Engineer.

That incidental storm sewer to be constructed as necessary.

(d) That the estimated and probable cost of foregoing improvements Three Hundred Fifty Three Thousand Dollars (\$353,000), with 100 percent payable by the improvements district. Said estimated cost as above setforth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 1997.

(e) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total cost of the improvement for which the improvement district is liable.

(f) That the method of assessment of all cost of the improvement for which the improvement district shall be liable shall be on a fractional basis.

That Lots 23 through 28, Block A; and Lots 25 through 38, Block B, LARK ADDITION, shall each pay 2/107; Lots 1 through 9, Block C, LARK ADDITION, shall each pay .4444/107; Lots 1 through 14, Block 1, LARK 4TH ADDITION, shall each pay 2/107; UNPLATTED TRACT #1 shall pay 8/107; and UNPLATTED TRACT #2 shall pay 27/107 of the total cost of the improvements.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be a direct assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

(g) Signature on this petition are made with full knowledge and understanding that said signatures constitute a waiver of any assistance available through the Special Assessment Deferral Program, in accordance with City of Wichita Ord. No. 38-6a04.

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

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

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

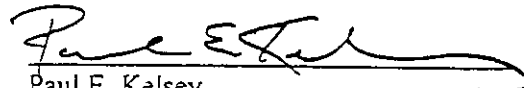
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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LARK ADDITION

Lots 23 through 28, Block A  
Lots 25 through 38, Block B  
Lots through 9, Block C

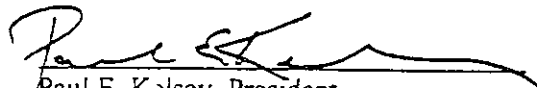
By: Owner

  
Paul E. Kelsey

LARK 4TH ADDITION

Lots 1 through 14, Block 1

By: KicK'N Development Corporation

  
Paul E. Kelsey, President

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

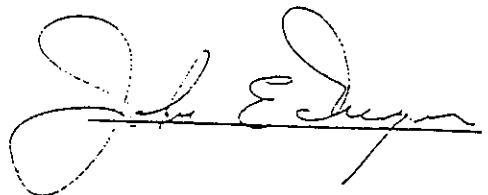
LEGAL DESCRIPTION

SIGNATURE

DATE

UNPLATTED TRACT #1

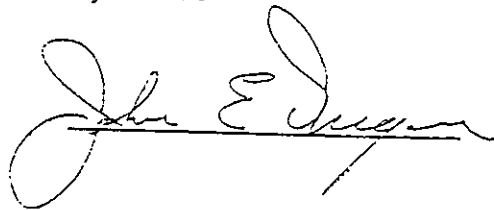
By: Owner



A tract of land in the NW 1/4 of Sec. 31, Twp. 27-S, R-1-W of the 6th P.M., Sedgwick County, Kansas, further described as follows: Beginning at the easterly most SE corner of Dora as platted in said Lark Addition; thence S01°20'46"W parallel with the line of said NW 1/4, 133.17 feet; thence S89°43'07"W parallel with the south line of said NW 1/4, 113.14 feet; thence N54°17'03"W, 231.52 feet; thence N07°59'46"E, 105.62 feet to a point on the south right-of-way line of said Dora, said south right-of-way line being a curve to the right; thence southeasterly along said curve, having a central angle of 21°40'56" and a radius of 450 feet, an arc distance of 170.29 feet, (having a chord length of 169.28 feet bearing S71°09'46"E), to the P.R.C. of a curve to the left; thence southeasterly along said curve, having a central angle of 16°00'04" and a radius of 500 feet, an arc distance of 139.64 feet, (having a chord length of 139.18 feet bearing S68°19'20"E) to the point of beginning.

UNPLATTED TRACT #2

By: Owner



A tract of land in the NW 1/4 of Sec. 31, Twp. 27-S, R-1-W of the 6th P.M., Sedgwick County, Kansas, further described as follows: Commencing at the easterly most SE corner of Dora as platted in Lark Addition, Wichita, Sedgwick County, Kansas; thence S01°20'46"W parallel with the west line of said NW 1/4, 133.17 feet for a point of beginning; thence S89°43'07"W parallel with the south line of said NW 1/4, 113.14 feet; thence N54°17'03"W, 231.52 feet; thence N07°59'46"E, 105.62 feet to a point on the south right-of-way line of said Dora, said south right-of-way line being a curve to the left; thence westerly and southwesterly along said curve, having a central angle of 45°00'43" and a radius of 450 feet, an arc distance of 353.52 feet, (having a chord length of 344.50 feet bearing S75°29'24"W), to the P.R.C. of a curve to the right; thence southwesterly and westerly along said curve, having a central angle of 36°44'04" and a radius of 500 feet, an arc distance of 320.57 feet, (having a chord length of 315.11 feet bearing S71°21'05"W), to the P.T. of said curve; thence S89°43'07"W along said south right-of-way line, 10 feet to the NE corner of Lot 9, Block C, in said Lark Addition; thence S01°20'46"W along the east line of said Block C, 380.16 feet to the SE corner of Lot 6 in said Block C; thence N89°43'07"E along the north line of an access road and utility easement (Film 328, Page 321), 309.84 feet to a deflection point in said easement; thence N01°20'46"E along said easement line, 179.99 feet to a deflection point; thence N89°43'07"E along said easement line, 200 feet to a deflection point; thence S01°20'46"W along said easement line, 179.99 feet to a deflection point; thence N89°43'07"E along said easement line, 420 feet; thence N01°20'46"E parallel with the west line of said NW 1/4, 323.49 feet to the point of beginning.

AN ABSTRACTOR'S CERTIFICATE OF OWNERSHIP  
MUST ACCOMPANY THIS PETITION

# CLOSURE - LARK 6<sup>TH</sup> ADDITION

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 L001

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1		N	5000.000	E	5000.000	S	0+00
	<del>N</del> 01-20'46.0"E		410.170				
2		N	5410.057	E	5009.636	S	4+10.170
	<del>N</del> 89-43'07.0"E		350.140				
PC1		N	5411.776	E	5359.771	S	7+60.310
	R = 500.000	L =	320.569	DEL = -	36-44'04.0"		
	T = 166.010	LC =	315.106	N 71-21'05.0"E			
PT1		N	5512.536	E	5658.334	S	10+80.879
	null distance and bearing						
PC2		N	5512.536	E	5658.334	S	10+80.879
	R = 450.000	L =	523.815	DEL = +	66-41'39.0"		
	T = 296.124	LC =	494.739	N 86-19'52.5"E			
PT2		N	5544.193	E	6152.058	S	16+04.693
	null distance and bearing						
PC3		N	5544.193	E	6152.058	S	16+04.693
	R = 500.000	L =	139.636	DEL = -	16-00'04.0"		
	T = 70.275	LC =	139.183	S 68-19'20.0"E			
PT3		N	5492.781	E	6281.397	S	17+44.329
	<del>N</del> 01-20'46.0"E		67.810				
PC4		N	5560.572	E	6282.990	S	18+12.139
	R = 434.000	L =	39.828	DEL = -	05-15'29.0"		
	T = 19.928	LC =	39.814	S 77-02'23.5"E			
PT4		N	5551.643	E	6321.791	S	18+51.968
	<del>N</del> 01-20'46.0"E		124.640				
13		N	5676.249	E	6324.719	S	19+76.608
	<del>N</del> 89-43'07.0"E		586.160				
14		N	5679.127	E	6910.872	S	25+62.768
	<del>N</del> 00-23'48.0"W		35.560				
15		N	5714.686	E	6910.625	S	25+98.328
	<del>S</del> 89-43'07.0"W		166.830				
16		N	5713.867	E	6743.797	S	27+65.158
	<del>N</del> 44-28'04.0"W		135.390				
17		N	5810.487	E	6648.956	S	29+00.548
	<del>N</del> 01-20'46.0"E		155.790				
18		N	5966.234	E	6652.615	S	30+56.338
	<del>N</del> 46-20'46.0"E		108.500				
19		N	6041.132	E	6731.118	S	31+64.838
	<del>N</del> 01-20'46.0"E		244.580				
20		N	6285.644	E	6736.863	S	34+09.418
	<del>N</del> 46-20'46.0"E		93.210				
21		N	6349.987	E	6804.303	S	35+02.628
	<del>N</del> 76-52'50.0"E		92.010				
22		N	6370.872	E	6893.911	S	35+94.638
	<del>N</del> 05-00'00.0"W		303.040				
23		N	6672.759	E	6867.500	S	38+97.678
	<del>N</del> 76-52'50.0"E		607.640				
24		N	6810.682	E	7459.280	S	45+05.318
	<del>N</del> 76-55'47.0"E		249.860				
25		N	6867.187	E	7702.667	S	47+55.170

26	<del>N</del> 86-53'08.0"W	304.570	N	5603.337	E	7711.417	S	60+19.058
27	<del>S</del> 00-23'48.0"E	113.670	N	5619.885	E	7407.296	S	63+23.628
28	<del>S</del> 05-56'58.0"E	65.260	N	5506.217	E	7408.083	S	64+37.298
29	<del>S</del> 00-16'53.0"E	120.430	N	5441.309	E	7414.848	S	65+02.558
30	<del>S</del> 89-43'07.0"W	65.080	N	5320.880	E	7415.439	S	66+22.988
31	<del>S</del> 53-38'19.0"W	168.230	N	5320.561	E	7350.360	S	66+88.068
32	<del>S</del> 01-20'46.0"W	210.000	N	5220.821	E	7214.885	S	68+56.298
33	<del>S</del> 89-43'04.6"W	2209.979	N	5010.879	E	7209.952	S	70+66.298
1			N	5000.000	E	5000.000	S	92+76.276
LENGTH=		9276.276	AREA=		2356753.931 SF	54.104 ACRES		