

March 27, 1989

Vicky Huang
Engineering Department
455 N. Main, 7th Floor
Wichita, KS 67202

Reference: Teal Cove 3rd

Dear Vicky:

Transmitted herewith are:

1. Petitions for sanitary sewer, storm sewer, paving and water mains.
2. Agreements providing for the respreading of assessment from Lot 1, Block 1, Teal Cove to Teal Cove 3rd.
3. Certificate that petitions have been submitted.
4. File memo

Sincerely,

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

Dean S. Sellers

Dean S. Sellers, P.E.

DSS/mrn

Vicky

3-29-89

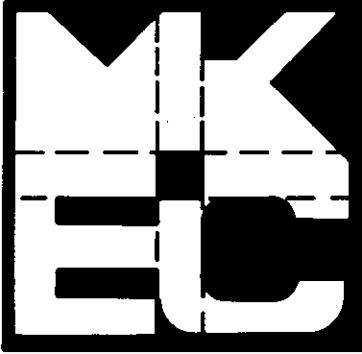
These petitions involve respread contracts. Also, there was a meeting of Phil Snodgrass and Mike which you may recall affirmed some details of the contracts. I thought you might review these prior to us getting the signatures

Dean

MAR 23 1989
ENGINEERING DIVISION

3500 N. ROCK ROAD #800
WICHITA, KANSAS 67226

MID-KANSAS ENGINEERING CONSULTANTS PA
(316) 636-5566 FAX (316) 636-4125



MID-KANSAS ENGINEERING
CONSULTANTS, P.A.
3500 N. Rock Road, #800
Wichita, KS 67226

PROJECT: Teal Cove 3rd
Sanitary Sewer Petition Cost Estimate (Phase I)
PROJECT #: _____ DATE: 03/27/89

TO: Vicky Huang
Engineering Department
455 N. Main, 7th Floor
Wichita, KS 67202

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITIES</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1.	8" Sewer	1060	L.F.	18.00	19,080.00
2.	Std. Manhole	3	Each	1,800.00	5,400.00
3.	Manhole @ 27" Main (16' deep)	1	Each	3,000.00	3,000.00
4.	4" Stubs	2	Each	40.00	<u>80.00</u>
				Subtotal:	\$27,560.00
				30% Administration, Engineering & Contingencies:	8,268.00
				Total:	<u>\$35,828.00</u>

Use \$36,000.00 for petition

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

Dean S. Sellers
Dean S. Sellers, P.E.

DSS/mrn

PETITION
SANITARY SEWER LATERAL

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:

Phase I
TEAL COVE THIRD ADDITION

Lots 1 through 5 inclusive, Block 1;
Lots 1 through 16 inclusive, Block 2;

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 area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements will be Thirty Six Thousand Dollars (\$36,000.00), with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 1989.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all costs of the improvements for which the improvement district shall be liable shall be on a fractional basis:

Lots 1 through 5 inclusive, Block 1; Lots 1 through 16 inclusive, Block 2, Teal Cove 3rd Addition shall each pay 1/21 of the total cost payable by the improvement district.

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

- (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 Ordinance 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.

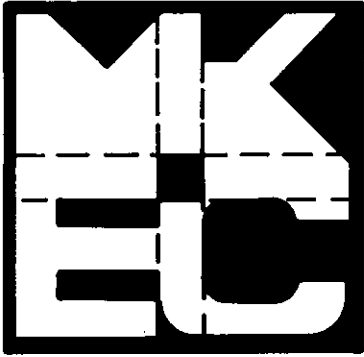
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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Lots 1 through 5 inclusive, Block 1; Lots 1 through 16 inclusive, Block 2, all within Teal Cove 3rd Addition, an addition to Wichita, Sedgwick County, Kansas.

By: _____
Mary Lynn Oliver

By: _____
William L. Oliver, Jr.



**MID-KANSAS ENGINEERING
CONSULTANTS, P.A.**
3500 N. Rock Road, #800
Wichita, KS 67226

PROJECT: Teal Cove 3rd
Sanitary Sewer Petition Cost Estimate (Phase II)
PROJECT #: _____ **DATE:** 03/27/89

TO: Vicky Huang
Engineering Department
455 N. Main, 7th Floor
Wichita, KS 67202

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITIES</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1.	8" Sewer (19' deep).	15	L.F.	100.00	\$ 1,500.00
2.	8" Sewer	640	L.F.	18.00	11,520.00
3.	Std. Manhole	4	Each	1,800.00	7,200.00
4.	4" Stubs	2	Each	40.00	80.00
				Subtotal:	\$20,300.00
				30% Administration, Engineering & Contingencies:	6,090.00
				Total:	<u>\$26,390.00</u>

Use \$26,000.00 for petition

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

Dean S. Sellers
Dean S. Sellers, P.E.

DSS/mrn

PETITION
SANITARY SEWER LATERAL

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:

Phase II
TEAL COVE THIRD ADDITION

Lots 6 through 15 inclusive, Block 1;

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 area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements will be Twenty-six Thousand Dollars (\$26,000.00), with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 1989.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all costs of the improvements for which the improvement district shall be liable shall be on a fractional basis:

Lots 6 through 15 inclusive, Block 1, Teal Cove 3rd Addition shall each pay 1/10 of the total cost payable by the improvement district.

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

- (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 Ordinance 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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Lots 6 through 15 inclusive, Block 1, all within Teal Cove 3rd Addition, an addition to Wichita, Sedgwick County, Kansas.

By: _____
Mary Lynn Oliver

By: _____
William L. Oliver, Jr.

AGREEMENT
BY AND BETWEEN

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

And

Mary Lynn Oliver And William L. Oliver, Jr.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of North 37th St. North and West of Rushwood, within the City Limits of the City of Wichita; and

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

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

WHEREAS, the 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. That portion of Lot 1, Block 1, Teal Cove described as follows:

Beginning at the Southeast corner of Lot 1, Block 1, Teal Cove, an addition to Wichita, Sedgwick County, Kansas; thence westerly along the North line of 37th Street North as platted in said Teal Cove bearing S 88° 53' 40" W, 364.76 feet; thence N 00° 33' 50" E, 150.06 feet; thence N 88° 53' 40" E, 417.18 feet; thence S 12° 22' 45" W, 25.49 feet; thence S 00° 47' 00" E, 75.25 feet; thence S 44° 03' 20" W, 70.91 feet to the point of beginning.

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

Lat 17 Main 9 Sanitary Sewer 23

(Project No. 468-76-245-81473-000-000-001)

Said property was replatted as Teal Cove 3rd Addition.

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

Lots 16, 17, 18 and 19, Block 1 Teal Cove 3rd Addition shall each pay 1/4 of the costs 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 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 therefore.

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 89 .

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:

Director of Law

Attest:

City Clerk

By: _____
Mary Lynn Oliver
Party of the Second Part

By: _____
William L. Oliver, Jr.
Party of the Second Part

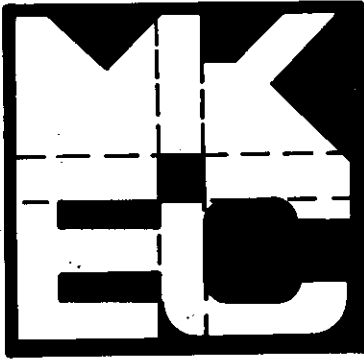
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____,
1989, before me, the undersigned, a Notary Public in and for the County and
State aforesaid, came Mary Lynn Oliver and William L. Oliver, Jr., personally
known to me to be the same person who executed the within instrument of writ-
ing 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.

Notary Public

My Appointment Expires:



MID-KANSAS ENGINEERING
CONSULTANTS, P.A.
3500 N. Rock Road, #800
Wichita, KS 67226

PROJECT: Teal Cove 3rd

Water Petition Estimate


PROJECT #: _____ DATE: 03/27/89

TO: Vicky Huang
Engineering Department
455 N. Main, 7th Floor
Wichita, KS 67202

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITIES</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1.	8" Water Line	1145	L.F.	15.00	\$17,175.00
2.	Hydrant Assembly	1	Each	1,800.00	1,800.00
3.	8" Valves & Tapping Sleeves	2	Each	1,050.00	2,100.00
4.	Bore & Case	130	L.F.	90.00	<u>\$11,700.00</u>
				Subtotal:	\$32,775.00
				35% Administration, Engineering & Contingencies:	<u>11,471.00</u>
				Total:	<u>\$44,246.00</u>

Use \$45,000.00 for petition

MID-KANSAS ENGINEERING CONSULTANTS, P.A.


Dean S. Sellers, P.E.
DSS/mrn

PETITION - WATER MAINS
AND APPURTENANCES

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:

TEAL COVE 3RD ADDITION

Lots 11 through 16 inclusive, Block 2;
Lots 6 through 19 inclusive, Block 1

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 waterworks system including necessary water mains, pipes, valves, hydrants and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Forty Five Thousand Dollars (\$45,000.00) with 100% payable by the improvement district. Said estimated cost is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 1989.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all costs of the improvements for which the improvement district shall be liable shall be on a fractional basis:

Lots 11 through 16 inclusive, Block 2; Lots 6 through 19 inclusive, Block 1, Teal Cove 3rd Addition, shall each pay 1/20 of the total cost payable by the improvement district.

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

- (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 Ordinance No. 38-559.

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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Lots 11 through 16 inclusive, Block 2; Lots 6 through 19 inclusive, Block 1, all within Teal Cove 3rd Addition, an addition to Wichita, Sedgwick County, Kansas.

By: _____
Mary Lynn Oliver

By: _____
William L. Oliver, Jr.

AGREEMENT
BY AND BETWEEN

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

And

Mary Lynn Oliver And William L. Oliver, Jr.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of North 37th St. North and West of Rushwood, within the City Limits of the City of Wichita; and

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

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

WHEREAS, the 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 East 120.00 feet of Lot 1, Block 1, except the South 150.00 feet, more fully described as follows:

Beginning at the Southwest corner of Lot 2, Block 1, Teal Cove; thence 170.27 feet along a curve to the left having a radius of 140.81 feet, a central angle of 69° 17' 06" and a long chord bearing S 07° 17' 42" E, 160.08 feet; thence S 41° 56' 15" E, 456.51 feet; thence 263.29 feet along a curve to the right having a radius of 366.55 feet, a central angle of 41° 09' 15" and a long chord bearing S 21° 21' 37" E, 257.66 feet; thence S 00° 47' 00" E, 335.13 feet; thence S 12° 22' 45" W, 25.93 feet; thence S 88° 53' 40" W, 113.95 feet; thence N 00° 47' 00" W, 360.99 feet; thence 177.09 feet along a curve to the left having a radius of 246.55 feet, a central angle of 41° 09' 15" and a long chord bearing N 21° 21' 37" W, 173.31 feet; thence N 41° 56' 15" W, 456.51 feet; thence 376.25 feet along a curve to the right having a radius of 260.81 feet, a central angle of 82° 39' 30" and a long chord bearing N 00° 36' 30" W, 344.46 feet; thence S 41° 56' 15" E, 124.30 feet to the point of beginning.

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

Water Distribution System to Serve Teal Cove Addition

(Project No. 448-76-245-88046-000-000-001)

Said property was replatted as Teal Cove 3rd Addition.

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

Lots 1 through 5, Block 1, and lots 1 through 10, Block 2 Teal Cove 3rd Addition shall each pay 1/15 of the costs apportioned to the East 120.00 feet of Lot 1, Block 1 Teal Cove except the S 150.00 feet as 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 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 therefore.

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 89 .

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:

Director of Law

Attest:

City Clerk

By: _____
Mary Lynn Oliver
Party of the Second Part

By: _____
William L. Oliver, Jr.
Party of the Second Part

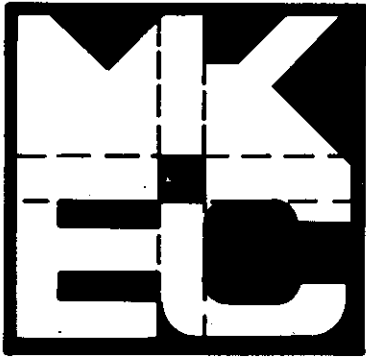
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____,
1989, before me, the undersigned, a Notary Public in and for the County and
State aforesaid, came Mary Lynn Oliver and William L. Oliver, Jr., personally
known to me to be the same person who executed the within instrument of writ-
ing 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.

Notary Public

My Appointment Expires:



**MID-KANSAS ENGINEERING
CONSULTANTS, P.A.**
3500 N. Rock Road, #800
Wichita, KS 67226

PROJECT: Teal Cove 3rd
Paving Petition Cost Estimate


PROJECT #: _____ DATE: 03/27/89

TO: Vicky Huang
Engineering Department
455 N. Main, 7th Floor
Wichita, KS 67202

Oakmount/Cranberry (29' BB)		
Centerline length 1050 L.F. x 1/9 x 24 x \$26.00	=	\$72,800.00
Oakmount Intersection 80 S.Y. x \$26.00	=	2,080.00
Curb & Gutter Removed 70 L.F. x \$3.00	=	210.00
Cranberry Intersection 80 S.Y. V.G. x \$40.00	=	3,200.00
Curb & Gutter Removed 85 L.F. x \$3.00	=	<u>255.00</u>
	Subtotal:	\$78,545.00
10% Administration Engineering and Contingencies:		<u>7,854.50</u>
	Total:	<u>\$86,399.50</u>

Use \$87,000.00 for petition.

MID-KANSAS ENGINEERING CONSULTANTS, P.A.


Dean S. Sellers, P.E.
DSS/mrn

ASPHALTIC CONCRETE
PAVING PETITION
PHASE I

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:

TEAL COVE 3RD ADDITION

Lots 1 through 15 inclusive, Block 1;
Lots 1 through 16 inclusive, Block 2;

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

- (a) That there be constructed pavement on Oakmount from the west line of Lot 16, Block 1, Teal Cove 3rd Addition to the the west line of Rushwood and on Cranberry from the west line of Lot 16, Block 1, Teal Cove 3rd Addition to the west line of Rushwood.

That said pavement between aforesaid limits be constructed for a width of Twenty-four (24) feet from gutter line to gutter line, cement combined curb and gutter to be two (2) feet and six (6) inches in width, making a total roadway of twenty-eight (28) feet; that said pavement shall consist of an asphaltic concrete base and an asphaltic concrete wearing surface, composed of stone, sand, mineral filler, and asphalt according to Ordinance No. 36-572 with plans and specifications to be furnished by the City Engineer. Drainage to be installed where necessary.

- (b) That the estimated and probable cost of the foregoing improvement being Eighty Seven Thousand Dollars (\$87,000.00), with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 1989.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all costs of the improvements for which the improvement district shall be liable shall be on a fractional basis:

Lots 1 through 15 inclusive, Block 1, and Lots 1 through 16 inclusive, Block 2, shall each pay 1/31 of the total cost payable by the improvement district.

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

(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 Ordinance No. 38-559.

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

Lots 1 through 15, Block 1 and Lots 1 through 16, Block 2 Teal Cove 3rd Addition, an addition to Wichita, Sedgwick County, Kansas.

By: _____ Date
Mary Lynn Oliver

By: _____ Date
William L. Oliver, Jr.

AGREEMENT
BY AND BETWEEN

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

And

Mary Lynn Oliver And William L. Oliver, Jr.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of North 37th St. North and West of Rushwood, within the City Limits of the City of Wichita; and

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

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

WHEREAS, the 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, Block 1, Teal Cove Addition.

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

Pavement on Rushwood from the north line of 37th Street North to the east line of Rushwood Circle, and 39th Street North from the east line of Rushwood to the east line of Rushwood Circle, including 39th Street North Courts.

Pavement on Rushwood Circle serving Lots 5 through 19, inclusive, Block 1, Teal Cove Addition from the north line of Rushwood to and including cul-de-sac.

Sidewalk on both sides of Rushwood from the north line of 37th Street North to the south line of 39th Street, and on the west side of Rushwood from the south line of 39th Street North extended, to the southwest line of Lot 2, Block 1, Teal Cove.

Drainage to be installed where necessary.

(Project No. 472-76-245-81480-000-000-001)

Said property was replatted as Teal Cove 3rd Addition.

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

Lots 1 through 19 inclusive Block 1 and Lots 1 through 16 inclusive Block 2, all in Teal Cove 3rd Addition shall each pay 1/35 of the costs apportioned to the tract 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 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 therefore.

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 89 .

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:

Director of Law

Attest:

City Clerk

By: _____
Mary Lynn Oliver
Party of the Second Part

By: _____
William L. Oliver, Jr.
Party of the Second Part

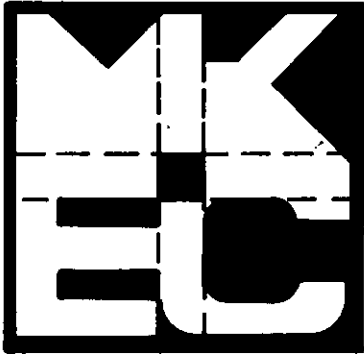
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____,
1989, before me, the undersigned, a Notary Public in and for the County and
State aforesaid, came Mary Lynn Oliver and William L. Oliver, Jr., personally
known to me to be the same person who executed the within instrument of writ-
ing 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.

Notary Public

My Appointment Expires:



**MID-KANSAS ENGINEERING
CONSULTANTS, P.A.**
3500 N. Rock Road, #800
Wichita, KS 67226

PROJECT: Teal Cove 3rd

SWS Petition Cost Estimate

PROJECT #: _____ DATE: 03/27/89

TO: Vicky Huang
Engineering Department
455 N. Main, 7th Floor
Wichita, KS 67202

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITIES</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1.	27" RCP	250	L.F.	30.00	\$7,500.00
2.	24" RCP	32	L.F.	25.00	800.00
3.	21" RCP	300	L.F.	25.00	7,500.00
4.	18" RCP	32	L.F.	20.00	640.00
5.	4-4" x 11'-4" inlets	4	Each	3,000.00	12,000.00
6.	Manhole	1	Each	2,000.00	2,000.00
7.	Rip Rap	20	S.Y.	35.00	<u>700.00</u>
				Subtotal:	\$31,140.00
				35% Administration, Engineering & Contingencies:	<u>10,900.00</u>
				Total:	<u>\$42,040.00</u>

Use \$42,000.00 for petition

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

Dean S. Sellers
Dean S. Sellers, P.E.
DSS/mrn

PETITION
STORM WATER SEWER

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:

TEAL COVE 3RD ADDITION

Lots 6 through 19, Block 1
Lots 5 through 16, Block 2

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 storm sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements will be Forty Two Thousand Dollars, (\$42,000.00) with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 1989.
- (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 costs of the improvements for which the improvement district shall be liable shall be on a fractional basis.

Lots 6 through 19 inclusive Block 1 and Lot 5 through 16, Block 2, Teal Cove 3rd Addition shall each pay 1/26 of the total cost payable by the improvement district.

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

- (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 Ordinance No. 38-559.

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
-------------------	-----------	------

Lots 6 through 19, Block 1 and Lots 5 through 16, Block 2, Teal Cove 3rd Addition, an addition to Wichita, Sedgwick County, Kansas.

By: _____
William L. Oliver

By: _____
Mary Lynn Oliver

AGREEMENT
BY AND BETWEEN

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

And

Mary Lynn Oliver And William L. Oliver, Jr.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of North 37th St. North and West of Rushwood, within the City Limits of the City of Wichita; and

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

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

WHEREAS, the 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. That portion of Lot 1, Block 1, Teal Cove, an addition to Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the southwest corner of Lot 2, Block 1, Teal Cove, an addition to Wichita, Sedgwick County, Kansas; thence 170.27 feet along a curve to the left having a radius of 140.81 feet, a central angle of 69° 17' 06" and a long chord bearing S 07° 17' 42" E, 160.08 feet; thence S 41° 56' 15" E, 456.51 feet; thence 153.86 feet along a curve to the right having a radius of 366.55 feet, a central angle of 24° 02' 58" and a long chord bearing S 29° 54' 46" E, 152.73 feet; thence S 72° 06' 43" W, 100.00 feet; thence 111.88 feet; along a curve to the left having a radius of 266.55 feet, central angle of 24° 02' 58" and a long chord bearing N 29° 54' 46" W, 111.06 feet; thence N 41° 56' 15" W, 456.51 feet; thence 328.09 feet along a curve to the right having a radius of 240.81 feet, a central angle of 78° 03' 48" and a long chord bearing N 02° 54' 21" W, 303.30 feet; thence S 41° 56' 15" E, 103.90 feet to the point of beginning.

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

Storm Sewer No. 293

(Project No. 468-76-245-81474-000-000-001)

Said property was replatted as Teal Cove 3rd Addition.

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

Lots 1 through 5 inclusive Block 1 and Lots 1 through 4 inclusive Block 2, Teal Cove 3rd Addition shall each pay 1/9 of the costs apportioned to the tract 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 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 therefore.

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 89.

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:

Director of Law

Attest:

City Clerk

By: _____
Mary Lynn Oliver
Party of the Second Part

By: _____
William L. Oliver, Jr.
Party of the Second Part

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mary Lynn Oliver and William L. Oliver, Jr., 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.

Notary Public

My Appointment Expires:



MID-KANSAS ENGINEERING
CONSULTANTS, P.A.
3500 N. Rock Road, #800
Wichita, KS 67226

PROJECT: Teal Cove 3rd Addition

PROJECT #: _____ DATE: 03/27/89

TO: File

Petitions guaranteeing public improvements in Teal Cove 3rd need to be supplemented with agreements which re-spread assessments from prior projects that were levied on Lot 1, Block 1 Teal Cove, now Teal Cove 3rd. The paving petition was prepared omitting Lots 16, 17, 18 and 19 Block 1 from the benefit district thereby generating projected assessments for Teal Cove 3rd lots that are more uniform considering all new work and the re-spread of prior costs. This method of financing was accepted by Vicky Huang following review with Mike Lindebak.

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

Dean S. Sellers

Dean S. Sellers, P.E.

DSS/mrn

cc: Phil Snodgrass
Vicky Huang
Mike Lindebak

CERTIFICATE

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

I, Mary Lynn Oliver & William L. Oliver Jr., owner and
plattor of Teal Cove 3rd Addition, do hereby certify that
petitions for the following improvements have been submitted to the City
Council of the City of Wichita, Kansas:

- 1. Water
- 2. Paving
- 3. Sanitary Sewer
- 4. Storm Water Sewer

As a result of the above mentioned petitions for improvements, lots
within Teal Cove 3rd Addition may be subject to special
assessments assessed thereto for the cost of construction of the above
described improvements.

Signed this _____ day of _____, 1989.

William L. Oliver, Jr.

Mary Lynn Oliver

By: _____ By: _____

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

Personally appeared before me a notary public in and for the County
and State aforesaid Mary Lynn Oliver and William L. Oliver, Jr.
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, Kansas, this _____ day of _____, 1989.

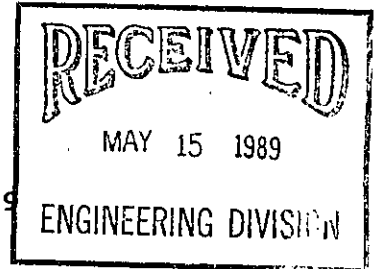
Notary Public

My Commission Expires: _____

THE CITY OF WICHITA

OFFICE OF LAW DEPARTMENT

DATE: May 11, 1989




TO: Vicky Huang, Subdivision Engineer

FROM: Douglas J. Moshier, Senior Assistant City Attorney

SUBJECT: Agreements to Spread
Special Assessments in
Teal Cove and Scenic
Heights areas

The attached agreements for respreading assessments in the Teal Cove and Scenic Heights areas are approved as to form.


Douglas J. Moshier
Senior Assistant City Attorney

DJM:cdh

Attachments

AGREEMENT
BY AND BETWEEN

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

And

Mary Lynn Oliver And William L. Oliver, Jr.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of North 37th St. North and West of Rushwood, within the City Limits of the City of Wichita; and

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

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

WHEREAS, the 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. That portion of Lot 1, Block 1, Teal Cove, an addition to Wichita, Sedgwick County, Kansas, described as follows:

Beginning at the southwest corner of Lot 2, Block 1, Teal Cove, an addition to Wichita, Sedgwick County, Kansas; thence 170.27 feet along a curve to the left having a radius of 140.81 feet, a central angle of 69° 17' 06" and a long chord bearing S 07° 17' 42" E, 160.08 feet; thence S 41° 56' 15" E, 456.51 feet; thence 153.86 feet along a curve to the right having a radius of 366.55 feet, a central angle of 24° 02' 58" and a long chord bearing S 29° 54' 46" E, 152.73 feet; thence S 72° 06' 43" W, 100.00 feet; thence 111.88 feet; along a curve to the left having a radius of 266.55 feet, central angle of 24° 02' 58" and a long chord bearing N 29° 54' 46" W, 111.06 feet; thence N 41° 56' 15" W, 456.51 feet; thence 328.09 feet along a curve to the right having a radius of 240.81 feet, a central angle of 78° 03' 48" and a long chord bearing N 02° 54' 21" W, 303.30 feet; thence S 41° 56' 15" E, 103.90 feet to the point of beginning.

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

Storm Sewer No. 293

(Project No. 468-76-245-81474-000-000-001)

Said property was replatted as Teal Cove 3rd Addition.

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

Lots 1 through 5 inclusive Block 1 and Lots 1 through 4 inclusive Block 2, Teal Cove 3rd Addition shall each pay 1/9 of the costs apportioned to the tract 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 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 therefore.

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 89.

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:

Thomas R. Powell
Director of Law

Attest:

City Clerk

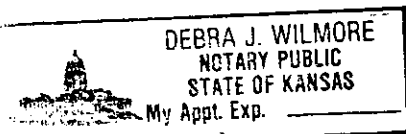
By: Mary Lynn Oliver
Mary Lynn Oliver
Party of the Second Part

By: William L. Oliver, Jr.
William L. Oliver, Jr.
Party of the Second Part

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 4th day of May, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mary Lynn Oliver and William L. Oliver, Jr., 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.



Debra J. Wilmore
Notary Public

My Appointment Expires:

7-19-89

AGREEMENT
BY AND BETWEEN

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

And

Mary Lynn Oliver And William L. Oliver, Jr.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of North 37th St. North and West of Rushwood, within the City Limits of the City of Wichita; and

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

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

WHEREAS, the 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, Block 1, Teal Cove Addition.

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

Pavement on Rushwood from the north line of 37th Street North to the east line of Rushwood Circle, and 39th Street North from the east line of Rushwood to the east line of Rushwood Circle, including 39th Street North Courts.

Pavement on Rushwood Circle serving Lots 5 through 19, inclusive, Block 1, Teal Cove Addition from the north line of Rushwood to and including cul-de-sac.

Sidewalk on both sides of Rushwood from the north line of 37th Street North to the south line of 39th Street, and on the west side of Rushwood from the south line of 39th Street North extended, to the southwest line of Lot 2, Block 1, Teal Cove.

Drainage to be installed where necessary.

(Project No. 468-76-245-81480-000-000-001)

Said property was replatted as Teal Cove 3rd Addition.

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

Lots 1 through 19 inclusive Block 1 and Lots 1 through 16 inclusive Block 2, all in Teal Cove 3rd Addition shall each pay 1/35 of the costs apportioned to the tract 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 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 therefore.

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 89 .

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:

Thomas R. Bowdler
Director of Law

Attest:

City Clerk

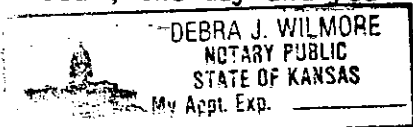
By: Mary Lynn Oliver
Mary Lynn Oliver
Party of the Second Part

By: William L. Oliver, Jr.
William L. Oliver, Jr.
Party of the Second Part

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 4th day of May, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mary Lynn Oliver and William L. Oliver, Jr., 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.



Debra J. Wilmore
Notary Public

My Appointment Expires:

7-19-89

AGREEMENT
BY AND BETWEEN

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

And

Mary Lynn Oliver And William L. Oliver, Jr.
Party of the Second Part

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

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

WHEREAS, the 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. That portion of Lot 1, Block 1, Teal Cove described as follows:

Beginning at the Southeast corner of Lot 1, Block 1, Teal Cove, an addition to Wichita, Sedgwick County, Kansas; thence westerly along the North line of 37th Street North as platted in said Teal Cove bearing S 88° 53' 40" W, 364.76 feet; thence N 00° 33' 50" E, 150.06 feet; thence N 88° 53' 40" E, 417.18 feet; thence S 12° 22' 45" W, 25.49 feet; thence S 00° 47' 00" E, 75.25 feet; thence S 44° 03' 20" W, 70.91 feet to the point of beginning.

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

Lat 17 Main 9 Sanitary Sewer 23

(Project No. 468-76-245-81473-000-000-001)

Said property was replatted as Teal-Cove 3rd Addition.

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

Lots 16, 17, 18 and 19, Block 1 Teal Cove 3rd Addition shall each pay 1/4 of the costs 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 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 therefore.

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 89 .

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:

Thomas R. Powell
Director of Law

Attest:

City Clerk

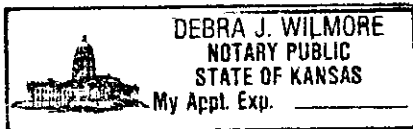
By: Mary Lynn Oliver
Mary Lynn Oliver
Party of the Second Part

By: William L. Oliver, Jr.
William L. Oliver, Jr.
Party of the Second Part

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 4th day of May, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mary Lynn Oliver and William L. Oliver, Jr., 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.



Debra J. Wilmore
Notary Public

My Appointment Expires:

7-19-89

AGREEMENT
BY AND BETWEEN

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

And

Mary Lynn Oliver And William L. Oliver, Jr.
Party of the Second Part

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

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

WHEREAS, the 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 East 120.00 feet of Lot 1, Block 1, except the South 150.00 feet, more fully described as follows:

Beginning at the Southwest corner of Lot 2, Block 1, Teal Cove; thence 170.27 feet along a curve to the left having a radius of 140.81 feet, a central angle of 69° 17' 06" and a long chord bearing S 07° 17' 42" E, 160.08 feet; thence S 41° 56' 15" E, 456.51 feet; thence 263.29 feet along a curve to the right having a radius of 366.55 feet, a central angle of 41° 09' 15" and a long chord bearing S 21° 21' 37" E, 257.66 feet; thence S 00° 47' 00" E, 335.13 feet; thence S 12° 22' 45" W, 25.93 feet; thence S 88° 53' 40" W, 113.95 feet; thence N 00° 47' 00" W, 360.99 feet; thence 177.09 feet along a curve to the left having a radius of 246.55 feet, a central angle of 41° 09' 15" and a long chord bearing N 21° 21' 37" W, 173.31 feet; thence N 41° 56' 15" W, 456.51 feet; thence 376.25 feet along a curve to the right having a radius of 260.81 feet, a central angle of 82° 39' 30" and a long chord bearing N 00° 36' 30" W, 344.46 feet; thence S 41° 56' 15" E, 124.30 feet to the point of beginning.

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

Water Distribution System to Serve Teal Cove Addition
(Project No. 448-76-245-88046-000-000-001)

Said property was replatted as Teal Cove 3rd Addition.

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

Lots 1 through 5, Block 1, and lots 1 through 10, Block 2 Teal Cove 3rd Addition shall each pay 1/15 of the costs apportioned to the East 120.00 feet of Lot 1, Block 1 Teal Cove except the S 150.00 feet as 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 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 therefore.

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 89 .

THE CITY OF WICHITA, KANSAS

BY: _____
Mayor
Party of the First Part

Approved as to form:

Thomas R. Powell
Director of Law

Attest:

City Clerk

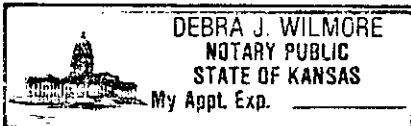
By: Mary Lynn Oliver
Mary Lynn Oliver
Party of the Second Part

By: William L. Oliver, Jr.
William L. Oliver, Jr.
Party of the Second Part

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 4th day of May, 1989, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mary Lynn Oliver and William L. Oliver, Jr., 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.



Debra J. Wilmore
Notary Public

My Appointment Expires:

7-19-89

THE CITY OF WICHITA

OFFICE OF PUBLIC WORKS-ENGINEERING

DATE May 19, 1989

TO Dale Rea, Deputy City Clerk

FROM Steve Lackey, Director of Public Works

SUBJECT Agreements for Respread
of Special Assessments:
Teal Cove Addition and
Scenic Heights Addition

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 documents as to legal form.

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

:cp
Attachments

Pre-Sub June 19, 1986

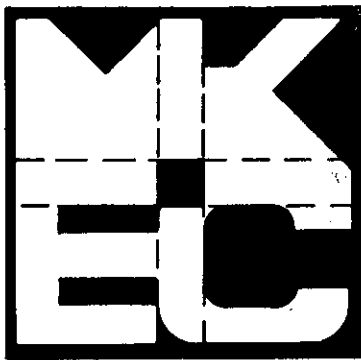
①

1. Miklos and Gabriella Lorik. Vacation of Sewer and Utility easement. No water problem.
2. Lagaly Addition. Final Plat. Item E, wells. No water problem.
3. Simon Industrial Park. Final Plat. Item B. Water to be extended from Park City. No Wichita Water available. No water problem.
4. Hadijski Second Addition. Final Plat. Existing 20" AC Water along Harry St. not shown on sketch plat. No water problem.
5. Brammer Addition. Final Plat. Plat now served. No water problem.
6. Andrew Walker Second Addition. Final Plat. Plat now served. No water problem.
7. Teal Cove 3rd Addition. Preliminary plat. Item B, mains to be extended. No water problem.
8. Woodland Estates. Preliminary plat. Item B, mains to be extended. Existing mains in Central. No water problem.
9. Northborough 3rd Addition. Preliminary Plat. Item B, mains to be extended. No water problem.
10. Golf Park West Addition. Final Plat. Item B, mains to be extended.
11. Westwind Addition. Preliminary Plat. Item A, mains to be extended. Nearest water at 17th and Woodchuck. No water problem.
12. Wolke Addition. Final Plat. Item C, wells, no city water available. No water problem.

Pre-Sub June 19, 1986

2

13. Coleman Acres. Pinal Plat. Item A, mains to be extended. Existing 12" main in Sheridan; existing 8" main in Gou from 15th St, ending C'NNL of #1421 N.Gou. No water problem.
14. Ralph Hamilton. Grant additional Utility Easement. No water problem.
15. Ernest Doyon and Glen Rupe. Street R/W Dedication. No water problem.
16. Community Psychiatric Centers. Grant Utility Easement. Easement is for water line. No water problems.
17. Other matters.



LETTER OF TRANSMITTAL

PROJECT: Teal Cove Third Addition
Drainage & Utility Concept

PROJECT #: _____ DATE: 6/10/86

MID-KANSAS ENGINEERING
CONSULTANTS, P.A.
3500 N. Rock Road, #800
Wichita, KS 67226

TO: Vicky Huang
Engineering Department
455 N. Main, 7th Floor
Wichita, KS 67202

We are sending the following items:

Attached
 Under separate cover via Frank Nelson

- Prints Specifications Legal Descriptions
- Tracings Petitions Correspondence Other

COMMENTS: The above referenced item and a copy of a portion of the Flood Insurance Rate Map showing the location of Teal Cove Third was given to Carl Gipson, Friday, June 6, 1986.

These are transmitted as checked below:

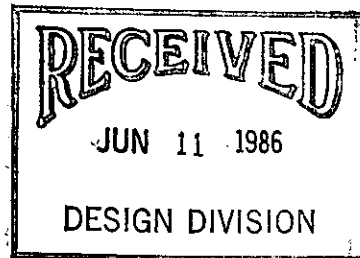
- For Your Approval As Requested
- For Your Use For Your Files
- Approved as Noted For Review and Comment

REMARKS: When I handed in the above referenced copies, I showed Chris Breitenstein the portion of the Flood Insurance Rate Map and asked him if there would be any problems with Lots 1 through 10, Block 1. He looked at his map showing the floodway and found that none of the lots were within the floodway. He said that the lots would be okay as long as minimum pad elevations were set and the floodway was placed in a reserve on the plat.

Copies: Phil Snodgrass
Chris Breitenstein

Signed: Frank B. Nelson
Frank B. Nelson, P.E.

FBN:js



S/D No.: 86-57 Name: TEAL COVE 3RD ADDITION

Preliminary Approved: _____
Scheduled S/D Meeting: 6/19/86

DESCRIPTION

General Location: North of 37th Street North, in an area west of Rushwood.
Owner: Bill Oliver, Jr., 8 Lakeside Blvd., Wichita, KS 67220
Surveyor/Engineer: Bill G. Yung Design, 4912 E. 29th St. N., Suite One
Wichita, KS 67220

1. Gross Acreage of Plat: 17.4 Acres
2. Number of Lots:
 - Residential: 37
 - Office:
 - Commercial:
 - Industrial:
 - Total: 37
3. Minimum Lot Area: 7,200 Sq. Ft.
4. Existing Zoning: "AA"
5. Proposed Zoning: "AA"

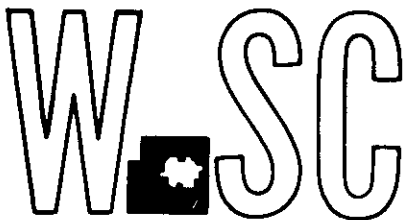
STAFF COMMENTS:

NOTE: This property is subject to the provisions of the Northfork Community Unit Plan (DP-119). This property is planned for development of single-family homes.

- 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 construction of the storm sewers required by this plat.
- D. The applicant shall guarantee the paving of the proposed interior streets.
- E. The applicant shall guarantee the construction of sidewalks within the proposed pedestrian access easements.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. The final plat shall state in the platlor's text the purposes of the proposed reserves as well as who is to own and maintain the reserves.
- H. 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.
- I. 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.
- 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. Since this plat involves the platting of a floodway, the platlor's text on the final plat shall reference the standard floodway language.

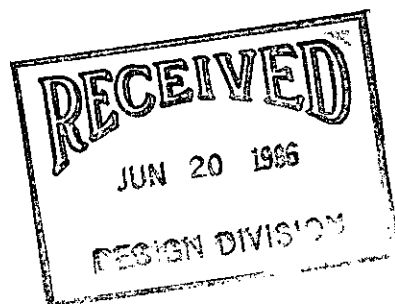
- L. On the final plat, distances and bearings shall be provided for the perimeter of the floodway.
- M. On the final plat, the proposed floodway shall be platted as a reserve.
- N. The final plat shall label the centerline of the utility easements.
- O. On the final plat, the platator's text shall reference the platting of the wall easement. The following wording is suggested: "The wall easement is platted for purposes of wall construction."
- P. On the final plat, the platting of the pedestrian access easements shall be made in the platator's text.
- Q. The platting of the minimum building pad elevation shall be noted on the face of the plat as well as in the platator's text.
- R. On the final plat, the portion of the pipeline easement on Lot 1 shall be indicated along with appropriate recording information.
- S. The applicant shall submit a copy of the instrument which establishes the co-op refinery easement on this property.
- T. Any relocation, lowering or encasement of the pipeline, made necessary by this development, will not be at the expense of the City.
- U. Item 12 of the General Provisions of DP-119 states that the development of a parcel with a land use not illustrated on the Community Unit Plan requires the submission of a site plan for approval by the Director of Planning. The present C.U.P. depicts development of this parcel with townhomes. Since the applicant now proposes single-family homes on this property, a revised site plan shall be approved by the Director of Planning prior to the submission of a final plat.
- V. 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.
- W. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
- X. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

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



June 20, 1986

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

Re: S/D 86-57 - TEAL COVE 3RD ADDITION

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, June 19, 1986, 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 construction of the storm sewers required by this plat. These improvements may be included in the street paving petitions.
- D. The applicant shall guarantee the paving of the proposed interior streets.
- E. The applicant shall submit an amended petition for the paving of Rushwood.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. The final plat shall state in the plattor's text the purposes of the proposed reserves as well as who is to own and maintain the reserves.
- H. 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.

C
O
P
Y

June 16, 1985

Gill O. Young Design
4412 E. 25th St., Suite One
Tulsa, OK 74112

RES. CVD 24-85 - TEAL COVER BOARD POSITION

Dear Gentlemen:

At the regular meeting of the Subdivision Commission of the Metropolitan Planning Commission on Thursday, June 10, 1985, the following resolution was considered. The action of the Commission was to approve the following and authorize preparation of the final plat, subject to the following:

1. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
2. The applicant shall guarantee the extension of city water to serve the lots being platted.
3. The applicant shall guarantee construction of the storm sewers required by this plat. These improvements may be included in the street paving patterns.
4. The applicant shall guarantee the paving of the proposed interior streets.
5. The applicant shall submit an amended petition for the paving of the street.
6. If improvements are guaranteed by petition, a notated certificate of completion shall be submitted to the Planning Department for recording.
7. The final plat shall state in the plat notes that the purpose of the proposed reserves are for use as well as to own and maintain the reserves.
8. Provisions shall be made for ownership, and maintenance of the proposed reserves. The applicant shall enter into 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 added to the association and who is to own and maintain the reserves prior to the association taking over these responsibilities.

- I. 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.
- 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. Since this plat involves the platting of a floodway, the plat's text on the final plat shall reference the standard floodway language.
- L. On the final plat, distances and bearings shall be provided for the perimeter of the floodway.
- M. On the final plat, the proposed floodway shall be platted as a reserve.
- N. The final plat shall label the centerline of the utility easements.
- O. On the final plat, the plat's text shall reference the platting of the wall easement. The following wording is suggested: "The wall easement is platted for purposes of wall construction."
- P. On the final plat, the proposed 20-foot wide drainage easements and the pedestrian access easements, at the end of the cul-de-sacs, shall be eliminated in favor of platting reserves for the purposes of drainage and pedestrian ways.
- Q. The platting of the minimum building pad elevation shall be noted on the face of the plat as well as in the plat's text.
- R. On the final plat, the portion of the pipeline easement on Lot 1 shall be indicated along with appropriate recording information.
- S. The applicant shall submit a copy of the instrument which establishes the co-op refinery easement on this property.
- T. Any relocation, lowering or encasement of the pipeline, made necessary by this development, will not be at the expense of the City.
- U. Item 12 of the General Provisions of DP-119 states that the development of a parcel with a land use not illustrated on the Community Unit Plan requires the submission of a site plan for approval by the Director of Planning. The present C.U.P. depicts development of this parcel with townhomes. Since the applicant now proposes single-family homes on this property, a revised site plan shall be approved by the Director of Planning prior to the submission of a final plat.

- V. The final plat shall indicate the utility easements requested by K.G. & E. which are indicated on the enclosed "marked" copy of the plat.
- W. 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.
- X. 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.
- Y. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

Sincerely,

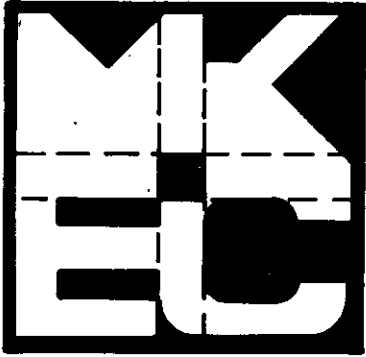


Forrest L. Nagley
Senior Planner

FLN:dik

Enclosure

cc: Mid-Kansas Engineering Consultants, 3500 N. Rock Rd. #800
Wichita, KS 67226
Bill Oliver, Jr., 8 Lakeside Blvd, Wichita, KS 67207
Phil Snodgrass, 4912 E. 29th St. N., Suite Two, Wichita, KS 67220
Mike Lindebak, City Engineer



LETTER OF TRANSMITTAL

PROJECT: Teal Cove 3rd

PROJECT #: _____ DATE: 09/07/88

MID-KANSAS ENGINEERING
CONSULTANTS, P.A.
3500 N. Rock Road, #800
Wichita, KS 67226

TO: Vicky Huang
Engineering Department
455 N. Main, 7th Floor
Wichita, KS 67202

We are sending the following items: Attached
 Under separate cover via _____

- Prints
- Specifications
- Legal Descriptions
- Tracings
- Petitions
- Correspondence
- Other

COMMENTS: 1 set of Drainage & Utility Concept plans for the subject project.

- For Your Approval
- For Your Use
- Approved as Noted
- As Requested
- For Your Files
- For Review and Comment

REMARKS: Please review the attached layout for Teal Cove 3rd at your earliest convenience. Thank you.

Signed: Benny Geger
Benny Geger

BG/dh

636-5566

SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO. 6

September 8, 1988

STAFF REPORT

(revised preliminary plat; previous preliminary approved 6/19/86)

CASE NUMBER: S/D 86-57 - TEAL COVE 3RD ADDITION

OWNER/APPLICANT: Bill Oliver, Jr.

SURVEYOR/ENGINEER: Bill Yung Design and M.K.E.C.

LOCATION: North of 37th Street North in an area west of Rushwood.

SITE SIZE: 17.4 acres

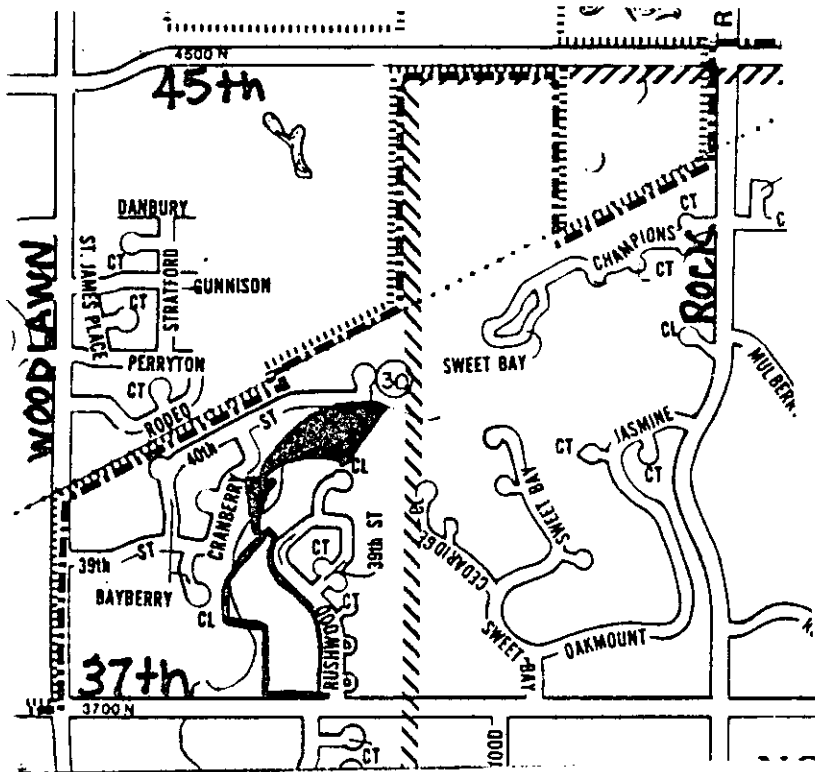
NUMBER OF LOTS

Residential:	35
Office:	
Commercial:	
Industrial:	
Total:	35

MINIMUM LOT AREA: 7,700 sq. ft.

CURRENT ZONING: "AA" One-Family Dwelling District w/ DP-119

VICINITY MAP:

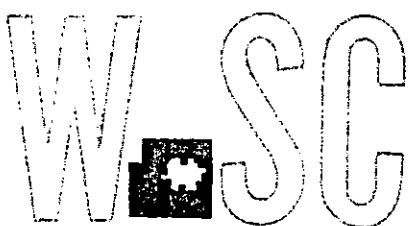


STAFF COMMENTS:

- NOTE: This is a revised preliminary plat. It was previously approved in preliminary form on June 19, 1986.
- 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 construction of the storm sewers required by this plat. These improvements may be included in the street paving petitions.
 - D. The applicant shall guarantee the paving of the proposed interior streets.
 - E. The applicant shall submit an amended petition for the paving of Rushwood.
 - F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
 - 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. 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.
 - I. 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.
 - 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. If this plat involves the platting of a floodway, the platator's text shall reference the standard floodway language.
 - L. The final plat shall label the centerline of the utility easements.
 - M. On the final plat, the platator's text shall reference the platting of the wall easement. The following wording is suggested: "The wall easement is platted for purposes of wall construction."
 - N. The applicant shall submit a copy of the instrument which establishes the co-op refinery easement on this property.
 - O. Any relocation, lowering or encasement of the pipeline made necessary by this development will not be at the expense of the City.
 - P. Item 12 of the General Provisions of DP-119 states that the development of a parcel with a land use not illustrated on the Community Unit Plan requires the submission of a site plan for approval by the Director of Planning. The present C.U.P. depicts development of this parcel with townhomes. Since the applicant now proposes single-family homes on this property, a revised site plan shall be approved by the Director of Planning prior to the submission of a final plat.
 - Q. 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.
 - R. 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.
 - S. Requirements for a final plat (see pp. 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
 - T. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.
-

WICHITA -- SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

September 12, 1988

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

Re: S/D 86-57 - TEAL COVE 3RD ADDITION, located north of 37th
Street North in an area west of Rushwood.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, September 8, 1988, 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:

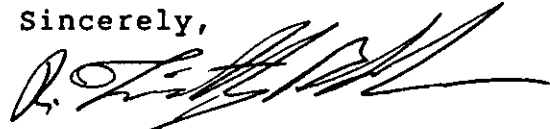
- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee construction of the storm sewers required by this plat. These improvements may be included in the street paving petitions.
- D. The applicant shall guarantee the paving of the proposed interior streets.
- E. The applicant shall submit an amended petition for the paving of Rushwood.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. The final plat shall state in the plattor's text the purposes of the proposed reserves, as well as who is to own and maintain the reserves.

- H. 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.
- I. 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.
- 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. The applicant shall provide City Engineering with square footages for the lots being platted so that revised special assessments can be determined for this site.
- L. The final plat shall indicate the utility easements requested by KG&E and shown on the enclosed copy of the Engineer's plat.
- M. If this plat involves the platting of a floodway, the plattor's text shall reference the standard floodway language.
- N. The final plat shall label the centerline of the utility easements.
- O. On the final plat, the plattor's text shall reference the platting of the wall easement. The following wording is suggested: "The wall easement is platted for purposes of wall construction."
- P. The applicant shall submit a copy of the instrument which establishes the co-op refinery easement on this property.
- Q. Any relocation, lowering or encasement of the pipeline made necessary by this development will not be at the expense of the City.

- R. Item 12 of the General Provisions of DP-119 states that the development of a parcel with a land use not illustrated on the Community Unit Plan requires the submission of a site plan for approval by the Director of Planning. The present C.U.P. depicts development of this parcel with townhomes. Since the applicant now proposes single-family homes on this property, a revised site plan shall be approved by the Director of Planning prior to the submission of a final plat.
- S. 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.
- T. 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.
- U. Requirements for a final plat (see pp. 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

Sincerely,



R. Timothy Bickhaus
Junior Planner

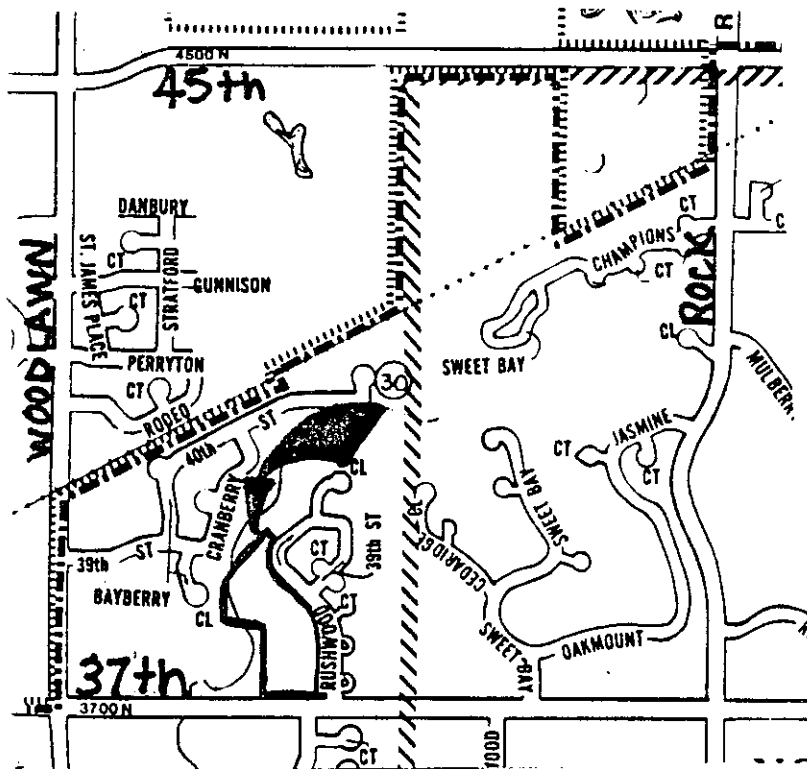
RTB:jcm
Enclosure

cc: Mid-Kansas Engineering Consultants, 3500 N. Rock Rd., #800,
Wichita, KS, 67226
Bill Oliver, Jr., 8 Lake Blvd., Wichita, KS, 67207
Phil Snodgrass, 4912 E. 29th St. N., Ste. 2, Wichita, KS,
67220
Mike Lindebak, City Engineer

STAFF REPORT
(Final Plat; Revised Preliminary Plat Approved 9/8/88)

CASE NUMBER: S/D 86-57 - TEAL COVE 3RD ADDITION
OWNER/APPLICANT: Bill Oliver, Jr., 8 Lake Blvd., Wichita, KS 67207
SURVEYOR/ENGINEER: Mid-Kansas Engineering Corp.
LOCATION: North of 37th Street North in an area west of Rushwood.
SITE SIZE: 17.4 acres
NUMBER OF LOTS
Residential: 35
Office:
Commercial:
Industrial:
Total: 35
MINIMUM LOT AREA: 7,700 sq. ft.
CURRENT ZONING: "AA" One-Family Dwelling District w/DP-119

VICINITY MAP:



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 construction of the storm sewers required by this plat. These improvements may be included in the street paving petitions.
- D. The applicant shall guarantee the paving of the proposed interior streets.
- E. The applicant shall submit an amended petition for the paving of Rushwood.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owner's 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.
- H. 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.
- I. 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.
- J. The applicant shall provide City Engineering with square footages for the lots being platted so that revised special assessments can be determined for this site.
- K. The final plat tracing shall show the centerline and half street right-of-way for 37th Street North, adjacent to the south line of this plat.

- L. The final plat tracing shall indicate the 10 foot utility easements as requested by K.G. & E. These 10 foot utility easements should be shown along the north line of Lot 1, Block 1, between Lots 11 and 12, Block 1, between Lots 17 and 18, Block 1, and between Lots 13 and 14, Block 2.
- M. The platter's text shall clarify that easements for the construction and maintenance of public utilities and drainage are granted to the public.
- N. Since this plat involves the platting of a floodway, the plattor's text shall reference the standard floodway language. The plattor's text shall indicate that the "City of Wichita" may exercise jurisdiction to maintain the floodway rather than the "governing body".
- O. As indicated on the preliminary plat, a pipeline crosses a portion of Reserve B. This pipeline easement shall be shown on the final tracing. Appropriate recording information shall also be indicated.
- P. The applicant shall submit a copy of the instrument which establishes the co-op refinery easement on this property.
- Q. Any relocation, lowering or encasement of the pipeline made necessary by this development will not be at the expense of the City.
- R. Item 12 of the General Provisions of DP-119 states that the development of a parcel with a land use not illustrated on the Community Unit Plan requires the submission of a site plan for approval by the Director of Planning. The present C.U.P. depicts development of this parcel with town homes. Since the applicant now proposes single-family homes on this property, a revised site plan shall be approved by the Director of Planning prior to the submission of a final plat tracing.
- S. The final plat shall reference a tie point to a previously platted lot corner or section corner.
- T. 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.
- U. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- V. 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.

- W. Recording of the plat within 30 days after approval by the City Council.
- 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 representative from the City Engineer's office should be prepared to comment on the status of the applicant's drainage plan. Specifically, is the minimum building pad correct, are the boundaries of the floodway adequate and are any drainage guarantees required with the platting of this property?

ML



METROPOLITAN AREA PLANNING
DEPARTMENT

December 16, 1988

CITY HALL -- TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202-1583
(316) 268-4561

Greg Allison, P.E.
Mid Kansas Engineering Consultants
3500 N. Rock Road #800
Wichita, KS 67226

Re: S/D 86-57 Teal Cove 3rd Addition

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, December 15, 1988, 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 construction of the storm sewers required by this plat. These improvements may be included in the street paving petitions.
- D. The applicant shall guarantee the paving of the proposed interior streets.
- E. The applicant shall submit an amended petition for the paving of Rushwood.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owner's 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.

- H. 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.
- I. 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.
- J. The applicant shall provide City Engineering with square footages for the lots being platted so that revised special assessments can be determined for this site.
- K. The final plat tracing shall show the centerline and half street right-of-way for 37th Street North, adjacent to the south line of this plat. Complete access control shall also be indicated from the lots adjacent to 37th Street North. The plat's text shall also be amended to indicate the dedication of this access control.
- L. The final plat tracing shall indicate the 10 foot utility easements as requested by K.G. & E. These 10 foot utility easements should be shown along the north line of Lot 1, Block 1, between Lots 11 and 12, Block 1, between Lots 17 and 18, Block 1, and between Lots 13 and 14, Block 2.
- M. The plat's text shall clarify that easements for the construction and maintenance of public utilities and drainage are granted to the public.
- N. Since this plat involves the platting of a floodway, the plat's text shall reference the standard floodway language. The plat's text shall indicate that the "City of Wichita" may exercise jurisdiction to maintain the floodway rather than the "governing body".
- O. The platting of the minimum building pad elevation shall be noted on the face of the plat as well as in the plat's text.
- P. As this property is establishing minimum building pad elevations, the face of the plat shall reference the location and elevation of permanent on-site and off-site benchmarks. Section 5-402(N).

- Q. As indicated on the preliminary plat, a pipeline crosses a portion of Reserve B. This pipeline easement shall be shown on the final tracing. Appropriate recording information shall also be indicated.
- R. The applicant shall submit a copy of the instrument which establishes the co-op refinery easement on this property.
- S. Any relocation, lowering or encasement of the pipeline made necessary by this development will not be at the expense of the City.
- T. Item 12 of the General Provisions of DP-119 states that the development of a parcel with a land use not illustrated on the Community Unit Plan requires the submission of a site plan for approval by the Director of Planning. The present C.U.P. depicts development of this parcel with town homes. Since the applicant now proposes single-family homes on this property, a revised site plan shall be approved by the Director of Planning prior to the submission of a final plat tracing.
- U. The final plat shall reference a tie point to a previously platted lot corner or section corner.
- V. 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.
- W. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- 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. Recording of the plat within 30 days after approval by the City Council.
- Z. 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.

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.

SD 86-57 Teal Cove 3rd Addition
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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 Wednesday, December 21, 1988 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,



R. Timothy Bickhaus
Junior Planner

RTB:svm

Enclosure

cc: Bill G. Yung Design, 4912 E. 29th St. N., Suite One,
Wichita, KS 67220
Bill Oliver, Jr., 8 Lake Blvd., Wichita, KS 67207
Phil Snodgrass, 4912 E. 29th St. N., Sta. 2, Wichita, KS
67220
Mike Lindebak, City Engineer