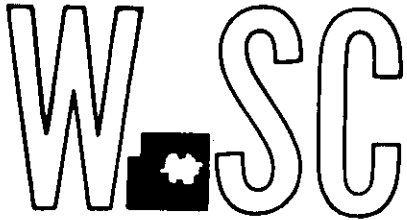


WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

November 20, 1986



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

Re: Final Plat S/D 86-78 - TALLGRASS EAST ADDITION

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, November 20, 1986, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- C
O
P
Y
- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
 - B. The applicant shall guarantee the extension of City water to serve the lots being platted.
 - C. The applicant shall guarantee the paving of the proposed interior streets.
 - D. The applicant shall guarantee the storm sewers required by the platting of this property.
 - E. In accordance with the sidewalk plan for this property, the applicant shall guarantee construction of the following sidewalks:
 1. Southerly side of Clubhouse, within Reserves D and E.
 2. Within Reserve C (approximately 750 linear feet).
 3. Within a sidewalk easement to be granted as part of Lot 59, Block 1 (approximately 750 linear feet). The sidewalk easement shall be granted in conjunction with approval of a special permit or zone change for a community recreation center. See provision 19 of DP-163 and Item I of these comments.
 - F. Approval of the sidewalk plan constitutes a recommendation to the City Commission to waive Section 3(C)(1) of the City's Sidewalk Ordinance which requires sidewalks on both sides of a collector street. Clubhouse is being platted as a collector street and the proposed sidewalk plan provides for a sidewalk on only one side of this street. However, given the proposed loop sidewalk north of Clubhouse and the extensive common open space system which characterizes this subdivision proposal, a recommendation for the City Commission to waive the normal sidewalk requirement for collector streets appears to be justified. The Subdivision Committee determined, at the time of preliminary plat approval, that the Planning Commission should recommend that the City Commission waive Section 3(C)(1) of the City's Sidewalk Ordinance.

- G. The applicant shall guarantee the paving of the narrow public streets to the 29-foot paving standard.
- H. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- I. As depicted on the sidewalk plan for this property, a sidewalk is to be constructed on Lot 59, Block 1. This segment of sidewalk will connect the sidewalk in Reserve C with the collector street sidewalk on Clubhouse. General provision 19 of the associated Community Unit Plan provides for the subject lot to be developed as a Community Recreation Center. Approval for this type of development is however subject to approval of a special permit or zone change. In order to avoid the platting of a sidewalk easement with this current plat, which may end up conflicting with building construction, the applicant is advised that his site development plan for any special permit or zone change request must identify where the sidewalk on Lot 59 will be constructed. At that time, an easement for sidewalk purposes shall be granted by separate instrument.
- J. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owners' association prior to recording the plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.
- K. For those reserves being platted for drainage purposes, the required covenant which provides for ownership and maintenance of the reserves shall grant, to the City, the authority to maintain the drainage reserves in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.
- L. For those reserves being platted for sidewalk purposes, the required covenant, which provides for ownership and maintenance of the reserves, shall establish that the homeowner's association shall maintain the sidewalk system planned for construction outside of dedication street right-of-way. This covenant shall grant, to the City, the authority to maintain the sidewalks outside of dedication street right-of-way in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.
- M. Since this plat proposes the platting of narrow street right-of-way with adjacent "15-foot street, drainage and utility easements," a restrictive covenant shall be submitted which calls out restrictions for lot-owner use of these easements. Retaining walls and change of grade shall be prohibited within these easements as well as fences, earth berms and mass plantings. Any planting within the easement shall be reviewed by the City Forestry Division prior to installation.

- N. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street or 29-foot wide street pavement. 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.
- O. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structure constructed on subject property.
- P. On the final plat tracing, the platting of five separate Reserves F shall be eliminated. Instead, the reserves for entry features and landscaping shall be platted as Reserves F, H, I, J and K. Appropriate changes in the plattor's text and on the face of the plat shall be made.
- Q. On the final plat tracing, the plattor's text shall be amended to reference the platting of the "street easement".
- R. In order to provide a 5-foot landscaping strip between the front or side of each home on Lots 7, 16 and 22, Block 2 and Lots 1, 3, 4 and 6, Block 3, and the "15-foot street, drainage and utility easement", the final plat shall indicate a 20-foot building setback on each lot from the narrow public street right-of-way. Not only will a landscaping strip be provided, but the platting of this 20-foot building setback will also ensure that building foundations are kept out of the "street easement".
- S. Upon the recording of this plat, Clubhouse shall become a designated residential collector street.
- T. The applicant shall obtain, by separate instrument, the 10-foot wide off-site utility easement needed adjacent to the west line of Lots 28 through 34, Block 2.
- U. The applicant shall obtain, by separate instrument, any off-site drainage easements required by the drainage plan for this property.
- V. The applicant shall obtain, by separate instrument, the 30-foot wide off-site sanitary sewer easement needed to the south of this plat.
- W. 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.
- X. The applicant is authorized to change the street name of Fox Run, south of Clubhouse, to Stoneybrook.
- Y. The "stub" public streets proposed to serve Lots 7 through 10, Block 2 and Lots 14 through 16, Block 2 are approved since the street stubs will be provided with 29-foot wide street pavement, only 2 or 3 lots will access onto the "stub" streets and the stub streets are so short in length that motorists on Vinegate Circle will be able to clearly see that the "stub" streets lead only to homes and are not provided with vehicular turnarounds.

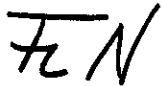
- Z. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- AA. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

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 Monday, November 24, 1986 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,



Forrest L. Nagley
Senior Planner

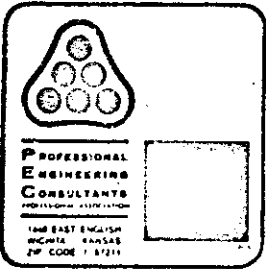
FLN:dik

Enclosure

cc: Slawson Investment Corporation, 8100 E. 22nd N., Bldg. 1900,
Wichita, KS 67226
Walt Campbell, City Fire Department
Bill McKinley, Traffic Engineering
 Mike Lindebak, City Engineer

MEMO

*Don,
Your help in
making staff time
available for the
review of these
plans would be
greatly appreciated
Thanks
Carl*



TO: Ron Pletcher
Transportation Div.
Civil Dept.
ATTN: _____

PROJECT NO. 32-86476-1-042
PROJECT: Tallgrass East Projects
DATE: 12-4-86

COPIES TO:

Carl Gipson, P.E.

FROM: Dick Linn

REFERENCE: Preliminary Plans, schedule, content, &
review

PLEASE ADVISE IMMEDIATELY OF ANY MISCONCEPTIONS OR OMISSIONS YOU BELIEVE TO BE CONTAINED HEREIN.

P.E.C. is on a "tight" schedule to provide the design engineering services on 10 projects in Tallgrass East. It is essential that we maximize our work efforts on these projects and any potential delays be avoided.

I met with Carl Gipson and Vicki Huang, Engr. Div., City of Wichita, on Tuesday, December 2, 1986, to review the proposed schedule and discuss the content and impact of Preliminary Plans. We intend to deliver the Preliminary Plans on Monday, December 29. We will call Carl Gipson approximately one week in advance to set an appointment for the plan review meeting on December 29. At the plan review meeting, we will discuss the pavement geometrics, grades, elevations, and any special design considerations. Storm sewer plan-profiles with design calculations will also be submitted for review.

We also discussed the content required on Preliminary Plan submittal. Items not required are:

Curve tables, x-sections, quantities, construction details, and other such items required on "Office Check Plans".

I emphasized to Carl and Vicki the importance of their approval of geometrics, grades, and elevations at the Preliminary Plan stage. This approval will allow the Consultant to proceed with the design and Final Plans on sanitary sewer and water line projects.

Carl expressed agreement with this objective subject to conformance to the Engr. Div. Design Manual constraints (i.e., pipe clearance, minimum and maximum slopes, intersection return elevation differentials, vertical curve limits, etc.).

The Consultant is responsible for design of the project and City staff will check for conformance to the Manual or errors.

MEMO



TO: Ron Pletcher
Transportation Div.
Civil Dept.

PROJECT NO. 32-86476-1-042
PROJECT: Tallgrass East Projects

ATTN: _____ DATE: 12-4-86

COPIES TO:

Carl Gipson, P.E.

FROM: Dick Linn

REFERENCE: Preliminary Plans, schedule, content, &
review

PLEASE ADVISE IMMEDIATELY OF ANY MISCONCEPTIONS OR OMISSIONS YOU BELIEVE TO BE CONTAINED HEREIN.

P.E.C. is on a "tight" schedule to provide the design engineering services on 10 projects in Tallgrass East. It is essential that we maximize our work efforts on these projects and any potential delays be avoided.

I met with Carl Gipson and Vicki Huang, Engr. Div., City of Wichita, on Tuesday, December 2, 1986, to review the proposed schedule and discuss the content and impact of Preliminary Plans. We intend to deliver the Preliminary Plans on Monday, December 29. We will call Carl Gipson approximately one week in advance to set an appointment for the plan review meeting on December 29. At the plan review meeting, we will discuss the pavement geometrics, grades, elevations, and any special design considerations. Storm sewer plan-profiles with design calculations will also be submitted for review.

We also discussed the content required on Preliminary Plan submittal. Items not required are:

Curve tables, x-sections, quantities, construction details, and other such items required on "Office Check Plans".

I emphasized to Carl and Vicki the importance of their approval of geometrics, grades, and elevations at the Preliminary Plan stage. This approval will allow the Consultant to proceed with the design and Final Plans on sanitary sewer and water line projects.

Carl expressed agreement with this objective subject to conformance to the Engr. Div. Design Manual constraints (i.e., pipe clearance, minimum and maximum slopes, intersection return elevation differentials, vertical curve limits, etc.).

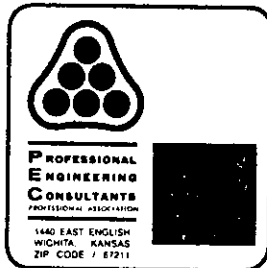
The Consultant is responsible for design of the project and City staff will check for conformance to the Manual or errors.

MEMO RECEIVED

DEC 30 1986

DESIGN DIVISION

32-86476-1-042
32-86476-2-042
32-86476-3-042
32-86476-4-042
32-86476-5-042



TO: Mr. Michael E. Lindebak, P.E.
City Engineer
City Hall - 7th Floor
455 No. Main
Wichita, Kansas 67202

PROJECT NO. _____
PROJECT: Tallgrass East Add.
Phase I & Phase II Imp.

ATTN: Mr. Carl Gipson, P.E.

DATE: December 29, 1986

COPIES TO:

File
Inland Investment Co.

FROM: Charles S. Brown, P.E.

REFERENCE: Concept Review Meeting

PLEASE ADVISE IMMEDIATELY OF ANY MISCONCEPTIONS OR OMISSIONS YOU BELIEVE TO BE CONTAINED HEREIN.

A meeting was held at 3:00 p.m. Monday, December 23, 1986 at City Hall to review Design Concept drawings for the Clubhouse, Phase I, and Phase II Street and Storm Water Sewer Improvements in Tallgrass East. The following persons were in attendance:

Carl Gipson, P.E., City of Wichita
Mike Berry, P.E., Professional Engineering Consultants, P.A.
Charlie Brown, P.E., Professional Engineering Consultants, P.A.

Phase maps were reviewed regarding limits of specific projects (3 street projects and 2 storm water sewer projects). In general, the street and drainage systems comply to the approved Drainage Plan.

Specific items covered on each project are as follows:

Clubhouse St.:

1. Approximately 150' of Clubhouse St. will drain west to Webb Road. This will require a valley gutter when Webb Road is improved. Mr. Gipson requested PEC to review return elevations to make sure we are compatible with existing returns on the west side of Webb Road.
2. Raise elevation of future return, northwest corner of Clubhouse and Vinegate Circle, approximately 0.15'.
3. Use 35' Radii @ Clubhouse and Webb Road.
4. Two driveways will be added to Clubhouse plans per Bill Yung layout for the recreational facilities. All driveways shown on plans must have signed driveway request form. Full curb returns may be used if sidewalk will be included in project (PEC to check petitions).
5. Do not use curb and gutter from end of project to Phase I inlets. Use asphalt flume if necessary.

6. It is allowable to daylight temporary drainage ditches within platted right-of-way.
7. Island Beautification shall be by the developer. Maintenance of islands shall be by homeowner's association.

Phase I Streets:

1. PEC to review possibility of using Valley Gutter at Stoneybrook/Stoneybrook Court (W). This would eliminate sump condition at inlet, but would help to confine 100 year storm to the east.
2. Regrade cul-de-sacs which are storm sewer discharge points. Use 1/4"/ft. min. along grade vector. (Typ. of 2)
3. South curb returns at Stoneybrook/Stoneybrook Courts are elevated to confine 100 year storm to Stoneybrook Right-of-Way.

Phase II Streets:

1. Regrade cul-de-sacs which are storm sewer discharge points. Use 1/4"/ft. min. along grade vector. (Typ. of 2)

Phase I Storm Water Sewer:

1. PEC to check sanitary sewer crossings.
2. A drainage easement on east 1/3 of the commercial parcel may be required to allow discharge of 100 year storm prior to improvements on the commercial tract.
3. Manhole location at Stoneybrook and Stoneybrook Court (E) is acceptable.
4. Clearances between top of pipe and bottom of pavement meet or exceed City criteria.
5. There are no storm sewers located on lot lines.
6. PEC to consider routing drainage from south end Phase I streets to Drainage Node 190 (See Drainage Plan) on interim basis.
7. Some filling of commercial tract will be required due to hydraulics of existing RCB at 21st Street.
8. No structure will be required at the west end of storm sewer near SW corner Lot 34, Block 2.

Phase II Storm Water Sewer:

1. There are no storm sewers located on lot lines.
2. No additional structure will be required on storm sewer system located in Fox Run Court (N).
3. Mr. Gipson expressed concern about the increased runoff entering the existing swale located in the K.G. & E. easement. This will need to be looked at further, but should not affect street and storm sewer elevations.

General:

1. All easements will need to be signed and recorded prior to City approval of plans.

PEC is proceeding to Final Plans based on the preliminary plans modified per above.

CSB/kss

SLAWSON INVESTMENT CORPORATION

200 DOUGLAS BUILDING, WICHITA, KANSAS 67202

316/263-3201

Carl G

CSA

January 6, 1987

Mike Lindebak, P.E.
City Engineer
7th Floor - City Hall
455 N. Main
Wichita, KS 67202

Dear Mr. Lindebak:

**Tallgrass East
Phase I Paving -- Clubhouse Dr.**

The paving petition for Clubhouse Dr. includes the construction of sidewalks within Reserves C, D and E, and in Lot 59, Block 1.

We are in the process of developing a plan for these Reserves and Lot which will include earth sculptures and berms, the sidewalk alignment and elevation, landscaping, and etc. We plan to employ the Clubhouse Dr. paving contractor to perform the grading of the Reserves.

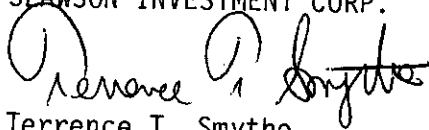
The City project should include the construction of the sidewalk according to the alignment and elevation as provided by the Landscape Plan. The City project should also include disposition of the excess excavation in the street project at locations and quantities to be determined and specified by the Developer (Slawson Investment Corp.).

We realize that coordination of this work is essential and are prepared to proceed when possible with any portion of the construction work which is not included in the City contract.

If additional information is desired, please advise.

Very truly yours,

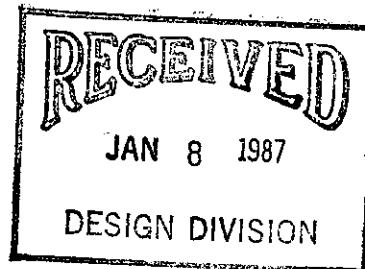
SLAWSON INVESTMENT CORP.



Terrence T. Smythe
Manager of Residential
Land Development

TTS:lg

cc: PEC



28

File : Clubhoke Drive
Daring



FARMLAND INDUSTRIES, INC.

post office box 3516 / bartlesville, oklahoma 74006 / phone 918-333-4111

April 20, 1987

Mr. Larry Chambers
Slawson Investment Corporation
8100 E. 22nd St. North
Bldg. 1900
Wichita, KS 67226

Reference: Farmland Crude Oil Pipeline
Tallgrass East Addition
PEC File No: 36-86476-1104

Dear Mr. Chambers:

Attached is a copy of our Agreement signed by Farmland's John M. Fenley and dated April 15, 1987.

Mr. Richard W. Linn, P. E. has requested a letter stating that Farmland Industries, Inc. will complete it's work prior to June 8, 1987. Farmland will begin work in the near future and if nothing unforeseen, such as terrible wet weather, arises then Farmland will have it's work completed before that date.

Farmland will make every effort to get the project done as quickly and as reasonable as possible.

Thanks for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Roy Nichols".

Roy Nichols, Manager
Bartlesville Pipeline & Transportation

attachment

cc: Mr. Richard W. Linn, P. E. ✓
Project Manager
Professional Engineering Consultants
1440 East English
Wichita, KS 67211

A G R E E M E N T

THIS AGREEMENT is dated as of the 15TH day of APRIL
in the year 1987 by and between

SLAWSON INVESTMENT CORPORATION AND FARMLAND INDUSTRIES, INC.

Who, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Farmland Industries, Inc. hereby agrees to complete all work including furnishing all labor, materials and equipment to lower an existing Farmland Industries, Inc. 6-inch pipeline in two separate locations to meet Slawson Investment Corporation specifications as designed by Professional Engineering Consultants. Both locations are in the SW/4 of Section 4, Township 27 South, Range 2 East, Sedgwick County, Kansas. More specifically, one location is in the NW/4 of the SW/4 of said Section where the pipe line crosses Clubhouse Drive, and the other location is in the SW/4 of the SW/4 of said Section where the pipe line crosses a storm water sewer approximately 140 feet north of the centerline of 21st Street.

Slawson Investment Corporation hereby agrees to reimburse Farmland Industries, Inc. for all ^{and} ~~reasonable~~ costs incurred in revising it's pipe line as described above. Said costs shall be accumulated by the Accounting Department of Farmland Industries, Inc. using it's normal daily work order system to reflect labor costs, material costs, equipment costs and overhead, supervision, and fringe costs. Farmland Industries, Inc. will furnish an invoice to Slawson Investment Corporation for each of the two projects within 30 days after the work has been completed on each project and Slawson Investment Corporation will remit payment to Farmland Industries, Inc. within 30 days after receipt of invoice.

Slawson Investment Corporation also agrees that all structures which may impede the lowering of the pipe line are shown on drawings furnished by Professional Engineering Consultants.

THIS AGREEMENT will be effective on APRIL 15, 1987.

SLAWSON INVESTMENT CORPORATION

FARMLAND INDUSTRIES, INC.

By: Larry A. Chambers
Vice President

John W. Hurler

10

TALLGRASS EAST COMMERCIAL C.U.P.
GENERAL PROVISIONS

PRELIMINARY

1. This development is proposed to contain 19.1+ gross acres.
2. The proposed development contains four (4) parcels permitting light commercial uses. For specific uses, see parcel descriptions.
3. Setbacks are as indicated on plan view or in general are as follows:
 - 35' setback along Webb Road for parcel number 1.
 - 35' setback along 21st Street North for parcels 1, 2 & 3.
 - Setbacks for parcel number 4 vary along Webb Road and 21st Street North, see plan.
 - Setbacks for parcel 4 vary along north property line, see plan.
 - 50' setback along east property line for parcel number 4.
 - 10' setback along east property line on parcel number 2.
 - 10' setback along west property line for parcel number 3.

Note: If pipeline easement is not relocated, setbacks along north and east property lines of parcel number 4 will be 35'.

Note: In the event that contiguous parcels are developed under the same ownership, setback between those parcels will not be required.

4. All utilities shall be installed underground.
5. Signs as permitted by zoning district shall be permitted in accordance with the provisions of Section 28.04.139 of the Code of the City of Wichita, except that no portable signs shall be permitted. Sign height variance as may be approved by the Board of Zoning Appeals shall be permitted.
6. All drainage ways and drainage improvements shall be determined at the time of platting. A lot grading plan will be prepared in conformance with the general drainage concept plan for review prior to the issuance of a building permit.
7. Final determination of street right-of-way, pavement widths and decel lanes on public streets shall be resolved at the time of platting.
8. Parking shall be provided in accordance with Section 28.04.140 et seq of the Code of the City of Wichita.
9. A. A five (5) to eight (8) foot solid or semi-solid wall shall be constructed of stone, masonry, brick, architectural tile or other similar material (not including wood or woven wire) along the north and east property lines as shown on the plan view. Such wall may be reduced to three (3) foot in height at a point 15' from the property line adjoining Webb Road and 21st Street North.
B. The required masonry wall shall be constructed within a five (5) foot wall easement (see plan) platted separately from all other easements. Construction of this wall will require a building permit.
C. Said wall shall also be constructed along the property line when adjacent to a residential district and separated by a public way, street or alley, if storage area, service area or rear of the building faces the residential district.

- D. A ten (10) foot landscape buffer consisting of a combination of grass, low shrubs and trees shall be required along the west and north property lines where across from residentially zoned areas where the wall is not constructed as per 9A, 9B and 9C above. (See plan view.)
10. A landscape plan, prepared by a landscape architect, for the landscape buffers along Webb Road and 21st Street North indicating the location, type and specifications of plant material and method of providing water shall be submitted to the Planning Department for review and approval prior to the issuance of building permit(s) on parcels involved. A financial guarantee for the plant materials approved in the landscape plan shall be required prior to the issuance of any occupancy permit if the required landscaping has not been planted.
 11. The transfer of title on all or any portion of the land included in the C.U.P. does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns and their lessees unless amended.
 12. The cooperative refinery easement may, at the developer's option, be relocated to the alternate location as indicated on the plan providing that it be relocated at no cost to the City of Wichita, and, that it be relocated within the requirements established by the cooperative refinery company, with their approval.
 13. Trash receptacles shall be appropriately screened to reasonably hide them from ground view.
 14. A continuous accel/decel lane along the south and west lines of this C.U.P. shall be guaranteed at the time of platting.
 15. Parcel Descriptions:

Parcel Number 1:

Proposed Uses: Banks; convenience stores; service stations with car wash; offices; pharmacies; medical and dental offices or clinics; restaurants; retail shops; savings and loans; and tire, battery & accessory stores.

Gross Area - .92 acre (40,000 sq. ft.)
Maximum Building Coverage - 12,000 sq. ft. (30% maximum)
Maximum Gross Floor Area - 14,500 sq. ft.
Floor Area Ratio - 0.363
Maximum Building Height - 35'
Maximum Number of Buildings - 2
Parking - As set forth under general provision number 8.
Setbacks - As set forth under general provision number 3.

Parcel Number 2:

Proposed Uses: Banks; restaurants and fast food; medical and dental clinics; savings & loans; clothing stores; offices; retail shops; pharmacies; dry cleaning; laundry; barber shops; beauty shops; tailors; studios; shoe stores; small animal clinics; tire, battery and accessory stores; hardware stores and appliance stores.

Gross Area - .90 acre (39,350 sq. ft.)
Maximum Building Coverage - 11,805 sq. ft. (30% maximum)
Maximum Gross Floor Area - 14,000 sq. ft.
Floor Area Ratio - 0.356
Maximum Building Height - 35'
Maximum Number of Buildings - 2
Parking - As set forth under general provision number 8.
Setbacks - As set forth under general provision number 3.

Parcel Number 3:

Proposed Uses: Same as parcel number 2.

Gross Area - .69 acre (30,000 sq. ft.)
Maximum Building Coverage - 9,000 sq. ft. (30% maximum)
Maximum Gross Floor Area - 11,000 sq. ft.
Floor Area Ratio - 0.367
Maximum Building Height - 35'
Maximum Number of Buildings - 1
Parking - As set forth under general provision number 8.
Setbacks - As set forth under general provision number 3.

Parcel Number 4:

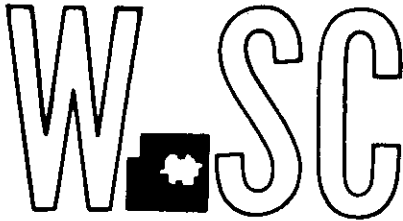
Proposed Uses: Neighborhood shopping center with uses the same as those in parcel number 2 with the addition of theaters; grocery stores; department stores and discount stores.

Gross Area - 16.6 acres (721,881 sq. ft.)
Maximum Building Coverage - 194,908 sq. ft. (27% maximum)
Maximum Gross Floor Area - 220,000 sq. ft.
Floor Area Ratio - 0.305
Maximum Building Height - 35'
Maximum Number of Buildings - 5
Parking - As set forth under general provision number 8.
Setbacks - As set forth under general provision number 3.

1. Thermal Products, Inc. . Vacation of Utility Easement.
No water lines in vacated 36th St. No water problem.
2. Magnolia Addition. Final plat. Area now served,
no water problem.
3. Southglen Addition. Preliminary Plat. Existing main in
47th Street to be tapped and interior mains extended
as necessary to serve all lots. No water problems.
4. Pinewood Mobile Home Park Addition. Existing 16" main
in Hydraulic to be tapped and interior mains to be extended
as necessary to serve all lots. No water problem.
5. Fruitvale Park 2nd Addition. Final plat. Existing 12" main
in Anna. No water problem.
6. The Park 2nd Addition. Preliminary Plat. Existing 8" main
in Yellowstone. Main to be extended in Yellowstone Court.
No water problem. Item B.
7. Countryside Pentecostal Holiness Church Addition. Final Plat.
Nearest City Water at 119th St. U. & 21st N. approx.
1 mile of 12" main would need to be extended. Suggest
possibly holding a water petition for 8" sizing crossing
their property to be used when development allows extension.
No water problem. Item A.
8. Woodcrest Addition. Preliminary Plat. Existing 16" main in
15th St. to be tapped and extended in Galewood as an 8" main.
No water problem. Item B.
9. Tallgrass Two Addition. Preliminary Plat. Item B, mains to
be extended. Suggest extension of 24" main in 21st going E. from
Webb to allow secondary feed to area. Existing 24" main in
Webb to be tapped for interior mains.

10. Willowbend Fourth Addition. Preliminary Plat. Existing 20" main in Rock Road to be tapped. No water problem. Item B. Suggest that main crossing Rock Rd. be installed ahead of paving to avoid boring & casing.
11. Gatewood Addition. Final Plat. Item B, mains to be extended. No water problem.
12. Killarney First Addition. Preliminary Plat. Existing mains in Rock Rd, 30th St., and 32nd St. Based on the proposed buildings and possible fire hydrant requirements, an 8" main has been proposed to run along the west side of the plot for building service and fire protection.
13. Cottonwood Grove Second Addition. Final Plat. Existing 12" main in 44th St. S. to be tapped for interior mains running along reserves. Services shall be set in conjunction with water main projects. Item D. Verify which old water projects need to be abandoned.
14. Aaron G. Fair. Dedicate Street R/W. Existing main along west side of Leonine. No water problem.
15. Chester Robinson. Dedicate additional utility easement. No city water mains in area. No water problem.

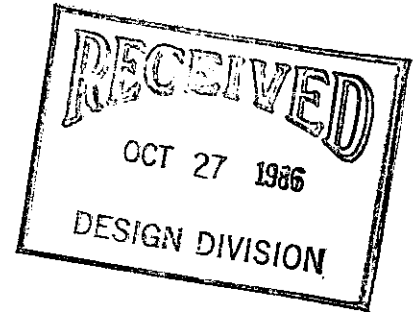
WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

October 24, 1986



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

Re: Preliminary Plat S/D 86-78 - TALLGRASS EAST ADDITION

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, October 23, 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:

- C
O
P
Y
- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted. A petition for water across this plat's frontage to 21st Street North shall also be submitted.
 - B. The applicant shall guarantee the extension of City water to serve the lots being platted.
 - C. The applicant shall guarantee the paving of the proposed interior streets.
 - D. The applicant shall guarantee the storm sewers required by the platting of this property.
 - E. The paving petition for Lakepoint Circle shall provide for the construction of sidewalks on each side of this street (multi-family development - Section 3(c)(4) of City's Sidewalk Ordinance and Section 8-103(B)(1)(c) of the Subdivision Regulations).
 - F. In accordance with the sidewalk plan for this property, the applicant shall guarantee construction of the following sidewalks:
 - 1. On the southerly and west side of Clubhouse, within Reserves N, P and T.
 - 2. On the east side of the north/south street, between Windwood and Clubhouse, within Reserve Q.
 - 3. Within Reserve Z (approximately 1,000 linear feet).
 - 4. Within Reserve AA (approximately 1,700 linear feet).

5. Within a sidewalk easement to be granted as part of Lot 59, Block 2 (approximately 750 linear feet). The sidewalk easement shall be granted in conjunction with approval of a special permit or zone change for a community recreation center. See provision 19 of DP-163 and Item J of this letter.
- G. Approval of the sidewalk plan constitutes a recommendation to the City Commission to waive Section 3(C)(1) of the City's Sidewalk Ordinance which requires sidewalks on both sides of a collector street. Clubhouse is being platted as a collector street and the proposed sidewalk plan provides for a sidewalk on only one side of this street. Given the proposed loop sidewalk north of Clubhouse and the extensive common open space system which characterizes this subdivision proposal, the Planning Commission recommends that the City Commission waive Section 3(c)(1) of the Sidewalk Ordinance.
- H. The applicant shall guarantee the paving of the narrow public streets to the 29-foot paving standard.
- I. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- J. As depicted on the sidewalk plan for this property, a sidewalk is to be constructed on Lot 59, Block 2. This segment of sidewalk will connect the sidewalk in Reserve AA with the collector street sidewalk on Clubhouse. General provision 19 of the associated Community Unit Plan provides for the subject lot to be developed as a Community Recreation Center. Approval for this type of development is however subject to approval of a special permit or zone change. In order to avoid the platting of a sidewalk easement with this current plat, which may end up conflicting with building construction, the applicant is advised that his site development plan for any special permit or zone change request must identify where the sidewalk on Lot 59 will be constructed. At that time, an easement for sidewalk purposes shall be granted by separate instrument.
- K. 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.
- L. 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.
- M. 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.

- N. For those reserves being platted for sidewalk purposes, the required covenant, which provides for ownership and maintenance of the reserves, shall establish that the homeowner's association shall maintain the sidewalk system planned for construction outside of dedication street right-of-way. This covenant shall grant, to the City, the authority to maintain the sidewalks outside of dedication street right-of-way in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.
- O. Since this plat proposes the platting of narrow street right-of-way with adjacent "15-foot street, drainage and utility easements," a restrictive covenant shall be submitted which calls out restrictions for lot-owner use of these easements. Retaining walls and change of grade shall be prohibited within these easements as well as fences, earth berms and mass plantings. Any planting within the easement shall be reviewed by the City Forestry Division prior to installation.
- P. 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 or 29-foot wide street pavement. 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.
- Q. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structure constructed on subject property.
- R. The final plat shall indicate the following street name changes:
1. The two Vinegate Courts to Vinegate Circle.
 2. The Drive suffix shall be deleted from the street name Clubhouse. The Drive suffix denotes a frontage road adjacent to a limited access highway.
 3. Boxthorn Court, adjacent to Lots 1 thru 11, Block 5, to Boxthorn Circle.
 4. Lakepoint to Lakepoint Circle.
- S. On the final plat the stub street proposed to provide access to Lots 19 and 20, Block 5 shall be platted as a separate reserve. This reserve shall be platted for private drive purposes and the plat's text shall reference, by lot and block number, which lots are to be provided access by the reserve.
- T. Regarding the private drive reserve needed to provide access to Lots 19 and 20, Block 5, discussions with the Law Department indicate a need for language in the covenant, which sets forth ownership and maintenance responsibilities of the reserves, to establish future reversionary rights to the reserve to the lots benefitting from the reserve.

- U. On the final plat, the "15-foot street, drainage and utility easement" shall be extended through the private drive reserve needed to provide Lots 19 and 20, Block 5 with access to a public street. On Lots 18 thru 21, Block 5, a 20-foot wide building setback shall be platted from the private drive reserve.
- V. On the final plat, a 20-foot wide building setback shall be platted from the narrow public street on the following lots:
 - 1. 2 thru 10, Block 2
 - 2. 12 thru 18, Block 5
 - 3. 21 thru 33, Block 5
 - 4. 1 thru 6, Block 4
- W. On the final plat, the recording information for the 75-foot wide, east/west K.G.&E. easement on this property shall be indicated.
- X. The applicant shall provide proof, by letter from the COOP Refinery Company and KANEB or by copy of the pipeline easement agreement, that the dedication of street right-of-way over portions of the pipeline easements and the use of part of the pipeline easement as a general utility easement are acceptable. Proof shall also be provided that the terms of the pipeline agreements do not establish a building setback from either the pipeline or the perimeter of the pipeline easement.
- Y. Any relocation, lowering or encasement of the pipeline, made necessary by this development, will not be at the expense of the City.
- Z. The final plat shall indicate the recording information for the 25-foot COOP Refinery easement and the 15-foot KANAB easement on this property.
- AA. Upon the recording of this plat, Clubhouse shall become a designated residential collector street.
- BB. On the final plat, the plat's text shall reference the platting of the wall easement.
- CC. On the final plat, the plat's text shall reference the platting of the street, drainage and utility easement. The following wording is suggested: "Easement for the construction and maintenance of street, drainage and public utilities, as indicated on the accompanying plat, are hereby granted."
- DD. The final plat shall label the centerline of the utility easements.
- EE. The applicant shall obtain, by separate instrument, the 20-foot wide off-site drainage easement needed to the south and west of Block 5.
- FF. Prior to, or at the time of submitting a final plat, the applicant shall submit a sanitary sewer layout plan to City Engineering for review and approval.
- GG. The applicant shall obtain, by separate instrument, the off-site drainage easements needed to the north and east of this plat.

- HH. Prior to or at the time of submitting a final plat, a pavement design plan for any intersection planned to include a Reserve shall be submitted to City and Traffic Engineering for review and approval. A pavement design plan shall also be provided for the two Vinegate Circles.
- II. 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. The drainage plan shall provide for the drainage of water across the north and east lines of the plat.
- JJ. The applicant is advised that contact should be made with the KANEB Pipeline Company regarding development of the multi-family lots included within the perimeter of this plat. As indicated on the preliminary plat, a narrow 15-foot wide pipeline easement exists through the proposed multi-family site. The final plat, for the multi-family lots, should indicate a building setback from the high-pressure pipeline that is mutually agreeable to both the pipeline company and the applicant.
- KK. The final plat shall indicate the utility easements requested by K.G. & E. which are indicated on the enclosed "marked" copy of the plat.
- LL. 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.
- MM. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
- NN. Authorization is hereby given to change the name of this plat to Tallgrass East Addition.

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

Sincerely,

FLN

Forrest L. Nagley
Senior Planner

FLN:dlk

Enclosure

cc: Slawson Investment Corporation, 8100 E. 22nd N., Bldg. 1900,
Wichita, KS 67226
Professional Engineering Consultants, P.A., 1440 E. English,
Wichita, KS 67211
Dale Smith, Field Engineer, Kaneb Pipeline Company, Suite 550,
100 N. Broadway, Wichita, KS 67202
Mike Lindebak, City Engineer
Bill McKinley, Traffic Engineering

Prc-Sub 11-20-86

1. Andeel and Andeel Company. Vacation of Building Setback. No water problem.
2. Woodcrest Addition. Final Plat. Existing main in 13th Stnd to be tapped, mains to be extended, item B. No water problem.
3. Tallgrass East Addition. Final Plat. Item B, mains to be extended. No water problem.
4. Woodbridge 4th Addition. Preliminary Plat. Area now served by existing 12" main in 119th W. and in 21st St N. No water problem.
5. Penstemon Fourth Addition. Preliminary Plat. Item B, mains to be extended. Suggest tying project to Oxford to provide second feed, as Gumbrien Court is adjacent to Oxford.
6. L. N. Lies Addition. Final Plat. Existing main in Young. Area now served. No water problem.
7. Lot Split Appeal. Lot split is to E. & W., both halves adjacent to Anna. No water problem.
8. Gene Miles. Grant Utility Esmt. No water problem.
9. Michael J. Sterling. Grant Utility Esmt. No water problem.
10. Other matters.

THE CITY OF WICHITA

OFFICE OF PUBLIC WORKS - ENGINEERING

DATE June 10, 1988

TO Dale Rea, Deputy City Clerk

FROM Steve Lackey, Director of Public Works *SL aw*

SUBJECT Agreements for Respread of
Special Assessments:
Lateral 6, Main 24, War
Industries Sewer; Main 24,
War Industries Sewer

Please place the attached agreements on the Consent Agenda. The purpose of the agreements is to respread special assessments to reflect recent platting activity.

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

~~SL:BM/sm:5115A~~

cc: Robert Finch, Deputy City Manager

AGREEMENT

BY AND BETWEEN

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

and

SLAWSON INVESTMENT CORPORATION
Party of the Second Part

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

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

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

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

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

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

1. unplatted tracts in the SW 1/4 of Section 4, Township 27 S, R2E of the 6th P.M was part of the improvement district for the following City project(s):

Lateral 6, Main 24, W.I.S.
Project #468 76 245 81662 000 000 001

Said property was replatted as Tallgrass East 2nd Addition

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

The assessment to the 120'x276.74' unplatted tract adjacent to lots 17, 18 and 19, Block 4, Tallgrass East shall be re-assessed on an equal fraction basis to Lots 1, 2 and 3, Block 2, Tallgrass East 2nd Addition (1/3 each or 1/66 each of the total project cost).

The assessment to the 130'x220' unplatted tract adjacent to lots 43, 44 and 48, Block 2, Tallgrass East shall be re-assessed on an equal fraction basis to lots 1, 2 and 3, Block 1, Tallgrass East 2nd Addition (1/3 each or 1/66 each of the total project cost).

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

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

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

AGREEMENT

BY AND BETWEEN

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

and

SLAWSON INVESTMENT CORPORATION
Party of the Second Part

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

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

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

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

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

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

1. unplatted tract in the SW 1/4 of Section 4, Township 27 S, R2E of the 6th P.M. was part of the improvement district for the following City project(s):

Main 24, W.I.S.
Project #468 76 245 81477

Said property was replatted as Tallgrass East 2nd Addition

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

The assessment to the unplatted tract (replatted as Tallgrass East 2nd Addition) is to be re-assessed to Lots 1 through 31 inclusive, Block 1, and Lots 1 through 15 inclusive, Block 2, Tallgrass East 2nd Addition on an equal fraction basis (1/46 each).

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

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

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

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

THE CITY OF WICHITA, KANSAS

Approved as to form:

Thomas R. Powell
Director of Law

BY

Mayor
Party of the First Part

Attest:

City Clerk

SLAWSON INVESTMENT CORPORATION

by: Larry A. Chambers
Larry A. Chambers, Vice President
Party of the Second Part

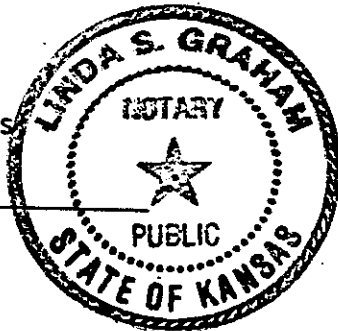
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 29th day of April,
19 88, before me, the undersigned, a Notary Public in and for the County and
State aforesaid, came Larry A. Chambers, 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.

My Appointment Expires

2/9/90



Linda S. Graham
Notary Public

(4099A)

THE CITY OF WICHITA

OFFICE OF LAW DEPARTMENT

DATE: January 22, 1990

TO: Vicky Huang, Subdivision Engineer

FROM: Douglas J. Moshier, Senior Assistant City Attorney

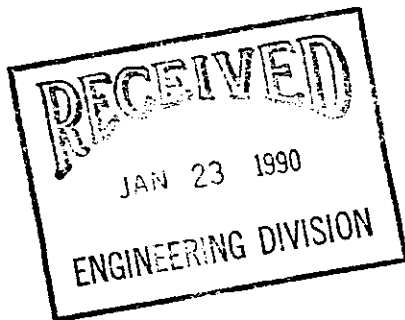
SUBJECT: Agreement for Respread
Assessments

The attached Agreement for respreading assessments in Tallgrass East is approved as to form.


Douglas J. Moshier
Senior Assistant City Attorney

DJM:cdh

Attachment



AGREEMENT

BY AND BETWEEN

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

and

RITCHIE DEVELOPMENT CORPORATION
Party of the Second Part

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

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

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

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

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

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

1. unplatted tracts in the SW 1/4 of Section 4, Township 27 S, R2E of the 6th P.M. (C-321-UP and C-324-UP) was part of the improvement district for the following City project(s):

Main 24, W.I.S.
Project #468 76 245 81477

Said property was replatted as Tallgrass East 3rd Addition

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

The assessment to the unplatted tracts (C-321-UP and C-324-UP now replatted as Tallgrass East 3rd Addition) is to be prorated to Lots 1 through 87, Block 1, Lots 1 through 26, Block 2, Lots 1 through 33, Block 3, and Lots 1 through 21, Block 4, Tallgrass East 3rd Addition on an equal fraction basis (1/167 each).

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

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


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

THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING

DATE: January 24, 1990

TO: Dale Rea, Deputy City Clerk

FROM: Steve Lackey, Director of Public Works


SUBJECT: Agreement for Respread
of Special Assessments,
Tallgrass East Addition

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

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

SL/BM:ganz

**THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING**

TO: Twila Nelson, Deputy City Clerk

DATE: June 19, 1990

FROM: Michael E. Lindebak, P.E., City Engineer

SUBJECT: Agreements to Respread
Special Assessments:
Tallgrass East Addition
Reflection Ridge
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.

/BM:wt
Attach.

THE CITY OF WICHITA

OFFICE OF LAW DEPARTMENT


DATE: June 14, 1990

TO: Vicky Huang, Subdivision Engineer

FROM: Douglas J. Moshier, Senior Assistant City Attorney

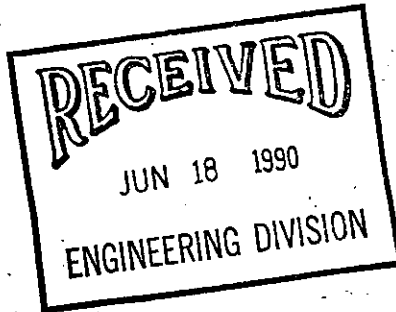
SUBJECT: Agreement for Respread
Assessments

The attached Agreement for respreading assessments in Tallgrass
East is approved as to form.


Douglas J. Moshier
Senior Assistant City Attorney

DJM:cdh

Attachment



AGREEMENT

BY AND BETWEEN

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

and

Ritchie Development Corporation
Party of the Second Part

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

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

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

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

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

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

1. Lots 65 through 87, Block 1 and Lots 1 through 21, Block 4, Tallgrass East Third Addition was part of the improvement district for the following City project(s):
Main 24, War Industries Sewer, Project 468 76 245 81477

Said property was replatted as Lots 1 through 19, Block 1 and Lots 1 through 17, Block 2, Tallgrass East Fourth Addition

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

The assessments to Lots 65 through 76, Block 1 and Lots 1 through 21, Block 4, Tallgrass East Third Addition are to be prorated to Lots 1 through 19, Block 1 and Lots 1 through 17, Block 2, Tallgrass East Fourth Addition on an equal fraction basis (1/36 each).

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

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

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

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

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

THE CITY OF WICHITA, KANSAS

Approved as to form:

Thomas A. Bunnell
Director of Law

BY

Mayor
Party of the First Part

Attest:

City Clerk

RITCHIE DEVELOPMENT CORPORATION

By J. D. Ritchie
Party of the Second Part
JACK D. RITCHIE, C.E.O.

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

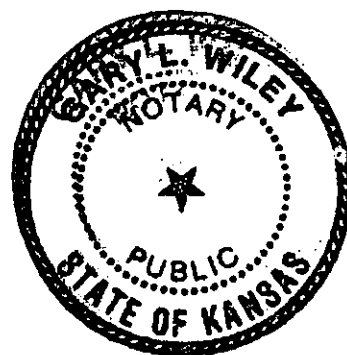
BE IT REMEMBERED, That on this 8th day of JUNE,
1990, before me, the undersigned, a Notary Public in and for the County and
State aforesaid, came JACK D. RITCHIE, C.E.O. OF RITCHIE DEVEL. CORP., personally
known to me to be the same person who executed the within instrument of writing
and such person 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.

My Appointment Expires:

JAN. 3, 1993

Garry L. Wiley
Notary Public



(4099A)

CITY OF WICHITA
CITY COUNCIL MEETING

May 14, 1991

Agenda Report No.

TO: Mayor and City Council Members

SUBJECT: Agreement to Respread Special Assessments -- Tallgrass East Addition (North of 21st, East of Webb)

INITIATED BY: Department of Public Works *Steve Lilly*

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: A portion of Tallgrass East Addition (north of 21st, east of Webb) has recently been platted and/or replatted.

Analysis: As a result of the recent platting activities, the developer of Tallgrass East Addition has submitted an agreement to respread assessments on an equal share basis. Without the agreement, the respread will be made on a square foot basis.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Legal Department has approved the agreement as to form.

Recommendations/Actions: It is recommended the City Council approve the Agreement and authorize the Mayor to sign.

BM:gnz

THE CITY OF WICHITA

OFFICE OF LAW DEPARTMENT


DATE: April 10, 1991

TO: Vicky Huang, Subdivision Engineer

FROM: Douglas J. Moshier, Senior Attorney

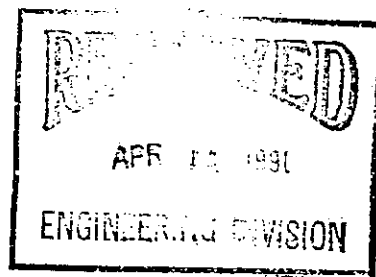
SUBJECT: Agreement for Respread
Assessments

The attached Agreement for respreading assessments in Tallgrass
East 5th Addition is approved as to form.


Douglas J. Moshier
Senior Attorney

DJM:cdh

Attachment



MEMO



TO: Mr. Michael E. Lindebak, P.E. PROJECT NO. 36-91071-2051
City Engineer PROJECT: Tallgrass East
City Hall - 7th Floor 5th Addition
ATTN: Ms. Vicky Huang, P.E. DATE: April 1, 1991

COPIES TO:

Twila Nelson, City Clerk's Office

File

FROM: Gary Wiley

REFERENCE: Agreement for reassessment to reflect
the changes in platting Tallgrass East
5th Addition

PLEASE ADVISE IMMEDIATELY OF ANY MISCONCEPTIONS OR OMISSIONS YOU BELIEVE TO BE CONTAINED HEREIN.

Attached is the agreement to pro-rate the existing specials against certain lots platted within Tallgrass East Addition, and an unplatted tract and being replatted as Tallgrass East 5th Addition.

AGREEMENT

BY AND BETWEEN

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

and

Tallgrass East Homeowner's Association
and
Ritchie Development Corporation
Parties of the Second Part

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

WHEREAS, Parties of the Second Part are the landowner of all or part of the improvement district; and

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

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

WHEREAS, the Party of the First Part and Parties 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. Unplatted tract C-00325-Up; Res. A, B, D, & G; Lots 1 thru 9, Block 1; Lots 1 thru 22, Block 2; & Lots 1 thru 6, Block 3, Tallgrass East; Key No's. C-46467, C-46468, C-46470, C-46470-1, C-46471, C-46335 thru C-46343, C-46394 thru C-46415, & C-46442 thru C-46447 was part of the improvement district for the following City project(s):

Lateral Sewer K40201
Submain Sewer J40175
Storm Sewer L40199
Street Paving B40478
Lateral Sewer K40202
Water Line M40288

Said property was replatted as Lots 1 through 38, Block 1, and Lots 1 through 9, Block 2, Tallgrass East 5th Addition

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

The total specials to the lots and tracts listed in Section 1 for the projects listed in Section 1 (\$20,451.77 annual) are to be pro-rated as follows:

Lots 1 thru 23 and Lots 29 thru 37, Block 1, Tallgrass East 5th Addition shall each pay \$338.44 annual.
Lots 24 thru 28, and Lot 38, Block 1, Tallgrass East 5th Addition shall each pay \$641.44 annual.
Lots 1 thru 9, Block 2, Tallgrass East 5th Addition shall each pay \$641.45 annual.

3. The Parties of the Second Part are the owner of the property described in section one above and said Parties 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 Parties of the Second Part further waives their 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 them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in constructing this project and levying the special assessments therefor.

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

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

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

THE CITY OF WICHITA, KANSAS.

Approved as to form:

Thomas A. Conroy
Director of Law

BY _____
Mayor
Party of the First Part

Attest:

City Clerk

Tallgrass East Homeowner's Association

By Jack D. Ritchie
Jack D. Ritchie, President

Ritchie Development Corporation

Jack D. Ritchie
Jack D. Ritchie, C.E.O
Parties of the Second Part

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 29th day of March, 1991, before me, that undersigned, a Notary Public in and for the County and State aforesaid, came Jack D. Ritchie, President of Tallgrass East Homeowner's Association and C.E.O. of Ritchie Development Corporation, 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.

Gary L. Wiley
Notary Public

My Appointment Expires:
Jan. 3, 1993



**PROFESSIONAL
ENGINEERING CONSULTANTS, PA**

1440 E. English
WICHITA, KANSAS 67211

(316) 262-2691

LETTER OF TRANSMITTAL

TO Mike Lindebak
City Engineer

File in Tallgrass East
or Tallgrass II

DATE	10/24/86	JOB NO.	36-86 476-1104
ATTENTION			
RE	Tallgrass East Addn.		
	Proposed intersection geometrics		

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION

THESE ARE TRANSMITTED as checked below:

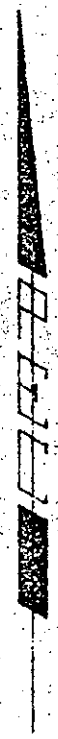
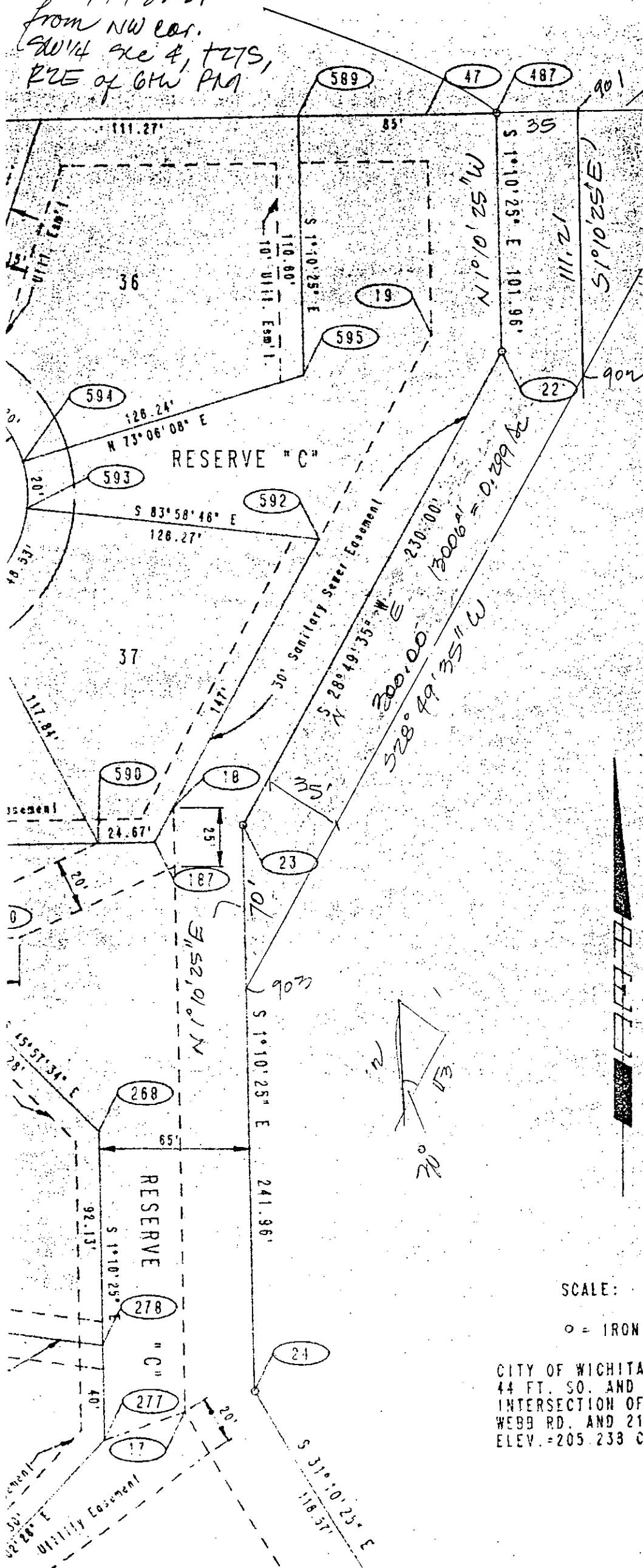
- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ 19____ PRINTS RETURNED AFTER LOAN TO US

REMARKS Attached are drawings of the proposed
intersection geometrics in Tallgrass East.
The Collector St. geometrics are identical
to the pavement geometrics previously approved
in Fairfield Estates.
The medians on the 29' bk to bk residential
street intersections, @ the Collector st., are
identical to previous projects.
Please contact me if additional info.
is desired.

COPY TO Bill McKinley, Traffic Engineer

SIGNED: Dick Linn

1497.51
 from NW cor.
 SW 1/4 sec 4, T27S,
 R2E of 6th P.M.



SCALE: 1" = 50'

○ = IRON SET

CITY OF WICHITA B.M. DISC
 44 FT. SO. AND 48 FT. EAST OF
 INTERSECTION OF CENTERLINE OF
 WEBB RD. AND 21ST ST.
 ELEV. = 205.238 CITY DATUM

S/D No.: 86-78 Name: TALLGRASS EAST ADDITION

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

DESCRIPTION

General Location: Northeast corner of Webb Road and 21st Street North.
Owner: Slawson Investment Corporation, 8100 E. 22nd No., Bldg. 1900,
Wichita, KS 67226
Surveyor/Engineer: Professional Engineering Consultants, 1440 E. English,
Wichita, KS 67211

1. Gross Acreage of Plat: 54.16
2. Number of Lots:
 - Residential: 132
 - Office:
 - Commercial:
 - Industrial:
 - Total: 132
3. Minimum Lot Area: 6,050 Sq. Ft.
4. Existing Zoning: "AA"
5. Proposed Zoning: "AA" under C.U.P. DP-163

STAFF COMMENTS:

NOTE: This property is subject to the provisions of the Tallgrass II Community Unit Plan (DP-163). Development of the property is planned for single-family dwelling units. This final plat represents the platting of the first final plat for an overall preliminary plat approved on 10/23/86.

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee the paving of the proposed interior streets.
- D. The applicant shall guarantee the storm sewers required by the platting of this property.
- E. In accordance with the sidewalk plan for this property, the applicant shall guarantee construction of the following sidewalks:
 1. Southerly side of Clubhouse, within Reserves D and E.
 2. Within Reserve C (approximately 750 linear feet).
 3. Within a sidewalk easement to be granted as part of Lot 59, Block 1 (approximately 750 linear feet). The sidewalk easement shall be granted in conjunction with approval of a special permit or zone change for a community recreation center. See provision 19 of DP-163 and Item I of these comments.
- F. Approval of the sidewalk plan constitutes a recommendation to the City Commission to waive Section 3(C)(1) of the City's Sidewalk Ordinance which requires sidewalks on both sides of a collector street. Clubhouse is being platted as a collector street and the proposed sidewalk plan provides for a sidewalk on only one side of this street. However, given the proposed loop sidewalk north of Clubhouse and the extensive common open space system which characterizes this subdivision proposal, a recommendation for the City Commission to waive the normal sidewalk requirement for collector streets appears to be justified. The Subdivision Committee determined, at the time of preliminary plat approval, that the Planning Commission should recommend that the City Commission waive Section 3(C)(1) of the City's Sidewalk Ordinance.
- G. The applicant shall guarantee the paving of the narrow public streets to the 29-foot paving standard.
- H. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.

SUBDIVISION REPORT

Final Plat S/D 86-78 - TALLGRASS EAST ADDITION

Page 3

- S. In order to provide a 5-foot landscaping strip between the front or side of each home on Lots 7, 16 and 22, Block 2 and Lots 1, 3, 4 and 6, Block 3, and the "15-foot street, drainage and utility easement", the final plat shall indicate a 20-foot building setback on each lot from the narrow public street right-of-way. Not only will a landscaping strip be provided, but the platting of this 20-foot building setback will also ensure that building foundations are kept out of the "street easement".
- T. Upon the recording of this plat, Clubhouse shall become a designated residential collector street.
- U. The applicant shall obtain, by separate instrument, the 10-foot wide off-site utility easement needed adjacent to the west line of Lots 28 through 34, Block 2.
- V. The applicant shall obtain, by separate instrument, any off-site drainage easements required by the drainage plan for this property.
- W. The applicant shall obtain, by separate instrument, the 30-foot wide off-site sanitary sewer easement needed to the south of this plat.
- 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. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- Z. Recording of the plat within 30 days after approval by the Board of City Commissioners.
- AA. The representative from the City Engineer's office should be prepared to comment on the status of the applicant's drainage plan.
- BB. The representatives from the City Engineer's Office and Traffic Engineering should be prepared to comment on the acceptability of the pavement geometrics proposed for the street intersections containing a landscaping reserve. Those representatives should also be prepared to comment on the acceptability of the "stub" public streets intended to serve Lots 7 through 10, Block 2 and Lots 14 through 16, Block 2. Should these "stub" public streets be platted or should the "stub" be platted as a Reserve for private drive purposes as has been done on past plats?

R.D.

WEBB

