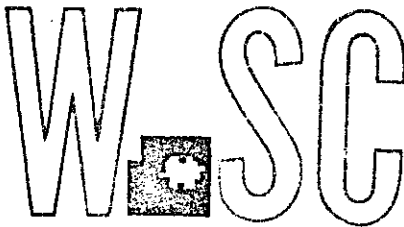
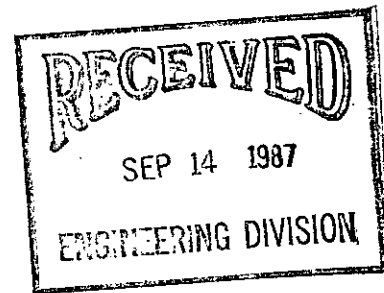


WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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



September 11, 1987

Mid-Kansas Engineering Consultants, P.A.
3500 N. Rock Road #800
Wichita, KS 67226

Re: Final Plat S/D 87-88 - THE VILLAGE AT WATERFORD

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, September 10, 1987, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. The applicant shall guarantee the paving of the proposed private interior streets to the 21-foot public street standard.
- B. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects.
- C. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- D. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this subdivision.
- E. 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.
- F. 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.

WICHITA -- SEDGWICK COUNTY

Final Plat S/D 87-88 - THE VILLAGE AT WATERFORD
Page 2

- G. Since this plat proposes the platting of narrow street rights-of-way with adjacent "20-foot public drainage, utility and private street easement," a restrictive covenant shall be submitted which calls out restrictions for lot-owner use of these easements. Retaining walls and change of grade shall be prohibited within these easements as well as fences, earth berms and mass plantings. Any planting within this easement shall be reviewed by the City Forestry Division prior to installation.
- H. On the final plat tracing, the platlor's text shall be amended to reference the platting of the parking easements within Reserve B.
- I. On the final plat tracing, the centerline of adjacent Mainsgate Street shall be labeled.
- J. On the final plat tracing, the intersections of 25th Street North and Mainsgate and Cameron and Mainsgate shall be denoted with a heavy line as opposed to a dashed line. This is needed to denote the perimeter of Reserve C (private street).
- K. The final plat tracing shall omit the platting of a joint "utility and maintenance easement" (Lots 2 and 3, Block 1). Roof overhangs are not permitted within utility easements.
- L. Since this subdivision proposal represents a relative minor replat of an existing subdivision, it is recommended that Section 4-502 of the Regulations be waived and this plat be considered in final form.
- M. 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.
- N. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- O. On the final plat tracing, the parking easement near the street curve shall be moved to the west.
- P. 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.
- Q. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- R. Recording of the plat within 30 days after approval by the City Council.

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

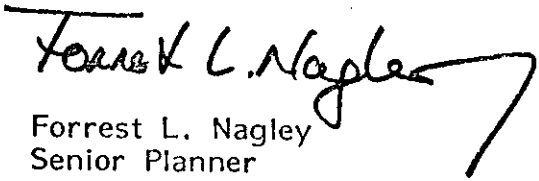
WICHITA - SEDGWICK COUNTY

Final Plat S/D 87-88 - THE VILLAGE AT WATERFORD
Page 3

The enclosed "marked" copy of the final plat is for your information and files.

This matter will be forwarded to the Planning Commission for its consideration on Thursday, September 17, 1987 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,

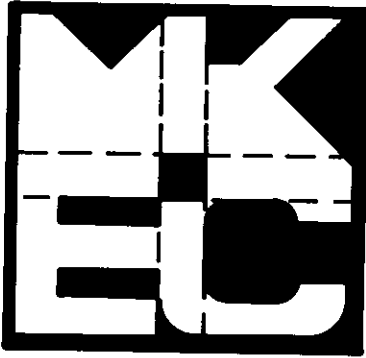
A handwritten signature in black ink that reads "Forrest L. Nagley". The signature is written in a cursive style and includes a long horizontal line extending to the right from the end of the name.

Forrest L. Nagley
Senior Planner

FLN:dik

Enclosure

cc: Landmark Communities, 3500 N. Rock Road, Wichita, KS 67226
✓ Mike Lindebak, City Engineer



LETTER OF TRANSMITTAL

PROJECT: The Village at Waterford
Utility and Drainage Plan

PROJECT #: _____ DATE: 04/25/89

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

TO: Vicky Huang
City of Wichita
7th Floor, Engineering
455 N. Main
Wichita, Kansas 67202

We are sending the following items:

Attached
 Under separate cover via _____

Prints Specifications Legal Descriptions
 Tracings Petitions Correspondence Other

COMMENTS:

Submitted herewith is the utility and drainage plan for the referenced addition.

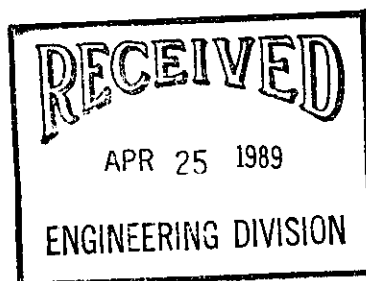
For Your Approval
 For Your Use
 Approved as Noted

As Requested
 For Your Files
 For Review and Comment

REMARKS:

Signed: Greg Allison
Greg Allison, P.E.

GA/km1



WICHITA -- SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

May 12, 1989

Mid-Kansas Engineering Consultants
3500 North Rock Road, #800
Wichita, KS 67211

Re: S/D 89-29 - THE VILLAGE AT WATERFORD

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on May 11, 1989, the above captioned plat was considered. The action of the Committee was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of May 5, 1989.

In addition to complying with those conditions, it is necessary that you meet the following requirements before this plat can be forwarded to the Board of City Commissioners for consideration:

1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
2. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the plattor.
3. Certification that all real estate taxes for the first half of 1988 and all prior years have been paid.

Please call if you have any questions.

Sincerely,

R. Timothy Bickhaus
Associate Planner

RTB:sm

S/D 89-29
Page 2

cc: Landmark Communities, 3500 N. Rock Road, Bldg. 100, Wichita,
KS 67226
Dennis M. & Joan E. Ferris, 6910 E. 25th St. N., Wichita, KS
67226
Terry & Tara Sue Cupps, 2631 N. Rushwood, Wichita, KS 67226
Michael R. & Suzanne E. Martens, 2630 N. Rushwood, Wichita,
KS 67226
Richard A. & Barbara E. Totten, 7010 E. Mainsgate, Wichita,
KS 67226
David L. & Kathleen L. Robertson, 7030 Mainsgate Ct.,
Wichita, KS 67226
Mike Lindebak, City Engineer

File

WICHITA-SEDGWICK COUNTY

METROPOLITAN AREA PLANNING DEPARTMENT

Date: December 1, 1987

TO: Dale Rea, Deputy City Clerk

FROM: Donald Losew, Junior Planner

SUBJECT: Forwarding of amendment to Letter of Credit No. 1553 guaranteeing private street construction required with the platting of Waterford North Third Addition - S/D 84-22 and an amendment changing the subdivision's name to Village at Waterford. A new default date of December 2, 1988 is established.

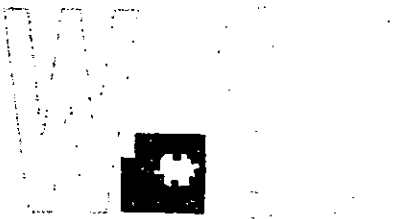
The attached above-referenced documents are for your files. These instruments should be held until its release is authorized by the City Engineer's office or the Planning Department. As indicated by the Bank IV amendment of November 25, 1987, a change in this subdivision's name has occurred. Your records should reflect this change, with the name of The Village of Waterford being used instead of Waterford North the Third.

DL:dik

Attachments (2)

cc: Mike Lindebak, City Engineer
Vicki Huang, City Engineer

SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

May 5, 1989

Mid-Kansas Engineering Consultants
3500 North Rock Road, #800
Wichita, KS 67211

Re: S/D 89-29 - THE VILLAGE AT WATERFORD

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, May 4, 1989, 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 either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects.
- B. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this subdivision.
- C. 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.
- D. 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.

- E. This plat is within parcel "3" of the associated C.U.P. (DP-73). Parcel 3 permits 121 dwelling units; the three additional lots in Reserve "A" will raise the potential of lots to 124. Therefore, the applicant must file for an administrative adjustment to insure that the proposed lot will correspond with the C.U.P. Further, it is our understanding that the area excepted out, from utility easements, in Reserve "A" is for the purpose of a swimming pool. This use will also require an amendment to the C.U.P. The final plat tracing shall not be submitted until the associated C.U.P. has been adjusted to permit the platting of three additional lots and a swimming pool in Parcel "3."
- F. On the final plat tracing, the plattor's text shall reference that the C.U.P. is "on file with the Wichita-Sedgwick County Metropolitan Area Planning Department."
- G. On the final plat tracing the City Council signature block shall indicate "Bob Knight" and not "Robert G. Knight."
- H. Since the plat proposed the platting of narrow street rights-of-way with adjacent "20-foot public drainage, utility and private street easement," a restrictive covenant shall be submitted which calls out restrictions for lot-owner use of these easements. Retaining walls and change of grade shall be prohibited within these easements as well as fences, earth berms and mass plantings. Any planting within this easement shall be reviewed by the City Forestry Division prior to installation.
- I. Since this subdivision proposal represents a relative minor replat of an existing subdivision, it is recommended that Section 4-502 of the Regulations be waived and this plat be considered in final form.
- J. 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.
- K. 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.
- L. 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.
- M. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).

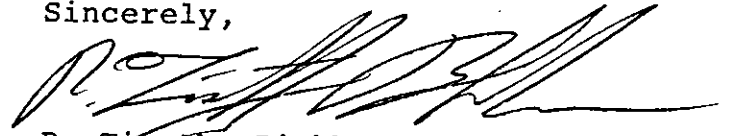
S/D 89-29 Village at Waterford
Page 3

N. Recording of the plat within 30 days after approval by the City Council.

The enclosed "marked" copy of the final plat is for your information files.

This matter will be forwarded to the Planning Commission for its consideration on Thursday after the Subdivision meeting, May 11, 1989. If you have any questions concerning this matter, please call.

Sincerely,



R. Timothy Bickhaus
Associate Planner

RTB:sm

Enclosure

cc: Landmark Communities, 3500 N. Rock Road, Bldg. 100, Wichita,
KS 67226
Dennis M. & Joan E. Ferris, 6910 E. 25th St. N., Wichita, KS
67226
Terry & Tara Sue Cupps, 2631 N. Rushwood, Wichita, KS 67226
Michael R. & Suzanne E. Martens, 2630 N. Rushwood, Wichita,
KS 67226
Richard A. & Barbara E. Totten, 7010 E. Mainsgate, Wichita,
KS 67226
David L. & Kathleen L. Robertson, 7030 Mainsgate Ct.,
Wichita, KS 67226
Mike Lindebak, City Engineer

THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING

DATE: June 21, 1993

TO: Doug Moshier, Senior Attorney

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

SUBJECT: Agreements to Respread
Special Assessments: The
Village at Waterford

Please review the attached agreements as to legal form and return them to the City Engineer's Office.

Attachment

BM:cls

AGREEMENT

by and between

THE CITY OF WICHITA, KANSAS
Party of the First Part

And

OA MANAGEMENT, INC.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Waterford North Third Addition, 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, a 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 1 through 9 inclusive, Block 4, Waterford North Third Addition was part of the improvement district for the following City project(s):

Storm Water Drain No. 67
(Project No. 468-76-245-81433-000-000-001) (L39614)

Said property was replatted as The Village at Waterford.

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

The assessment for the Storm Water Drain No. 67 on Lots 1 through 9, Block 4, Waterford North Third Addition will be spread equally over the following:

Lots 1 through 9 inclusive, Block 1, The Village at Waterford.

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

AGREEMENT

by and between

THE CITY OF WICHITA, KANSAS
Party of the First Part

And

OA MANAGEMENT, INC.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Waterford North Third Addition, 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, a 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 1 through 9 inclusive, Block 4, Waterford North Third Addition was part of the improvement district for the following City project(s):

Water Mains and Appurtenances
(Project No. 448-76-245-88010-000-000-001) (M39642)

Said property was replatted as The Village at Waterford.

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

The assessment for the Water Mains & Appurtenances on Lots 1 through 9, Block 4, Waterford North Third Addition will be spread equally over the following:

Lots 1 through 9 inclusive, Block 1, The Village at Waterford.

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 judgements 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 _____, 1993.

THE CITY OF WICHITA, KANSAS

By: _____
Elma Broadfoot, Mayor
Party of the First Part

Approved as to form:

Director of Law

Attest:

City Clerk

OA MANAGEMENT, INC.

By: Debbie D. Howard
Debbie D. Howard, Vice-President
Party of the Second Part

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 17th day of June, 1993, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Debbie D. Howard, Vice-President of OA Management, Inc., personally known to me to be the same person who executed the instrument of writing and such person duly acknowledged the execution of the same.

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

Maribeth R. Nice
Notary Public

My Appointment Expires: 2/3/97

AGREEMENT

by and between

THE CITY OF WICHITA, KANSAS
Party of the First Part

And

OA MANAGEMENT, INC.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Waterford North Third Addition, 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, a 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 1 through 9 inclusive, Block 4, Waterford North Third Addition was part of the improvement district for the following City project(s):

Lateral 33, Main 7, Sanitary Sewer #23
(Project No. 468-76-245-81431-000-000-001) (K39603)

Said property was replatted as The Village at Waterford.

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

The assessment for the Lateral 33, Main 7, Sanitary Sewer #23 on Lots 1 through 9, Block 4, Waterford North Third Addition will be spread equally over the following:

Lots 1 through 9 inclusive, Block 1, The Village at Waterford.

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

AGREEMENT

by and between

THE CITY OF WICHITA, KANSAS
Party of the First Part

And

OA MANAGEMENT, INC.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Waterford North Third Addition, 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, a 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 1 through 9 inclusive, Block 4, Waterford North Third Addition was part of the improvement district for the following City project(s):

Storm Water Sewer No. 280
(Project No. 468-76-245-81434-000-000-001) (L39619)

Said property was replatted as The Village at Waterford.

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

The assessment for the Storm Water Sewer No. 280 on Lots 1 through 9, Block 4, Waterford North Third Addition will be spread equally over the following:

Lots 1 through 9 inclusive, Block 1, The Village at Waterford.

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

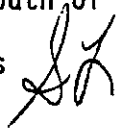
Agenda Item No. _____

City Of Wichita
City Council Meeting
August 24, 1993

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreements to Respread Special Assessments in The Village at
Waterford (East of Woodlawn, South of 29th) (District I)

INITIATED BY: Department of Public Works 

AGENDA ACTION: Consent

Recommendation: Approve the Agreements.

Background: The developer, OA Management, Inc., has replatted a portion of Waterford North Third Addition into a new addition called The Village at Waterford and has submitted Agreements to respread special assessments in The Village at Waterford.

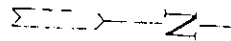
Analysis: The purpose of the Agreements is to respread Special Assessments on an equal share basis for each lot. Without the Agreements, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Law Department has approved the Agreements as to legal form.

Recommendation/Action: It is recommended the City Council approve the Agreements and authorize the Mayor to execute.

BM:bjm

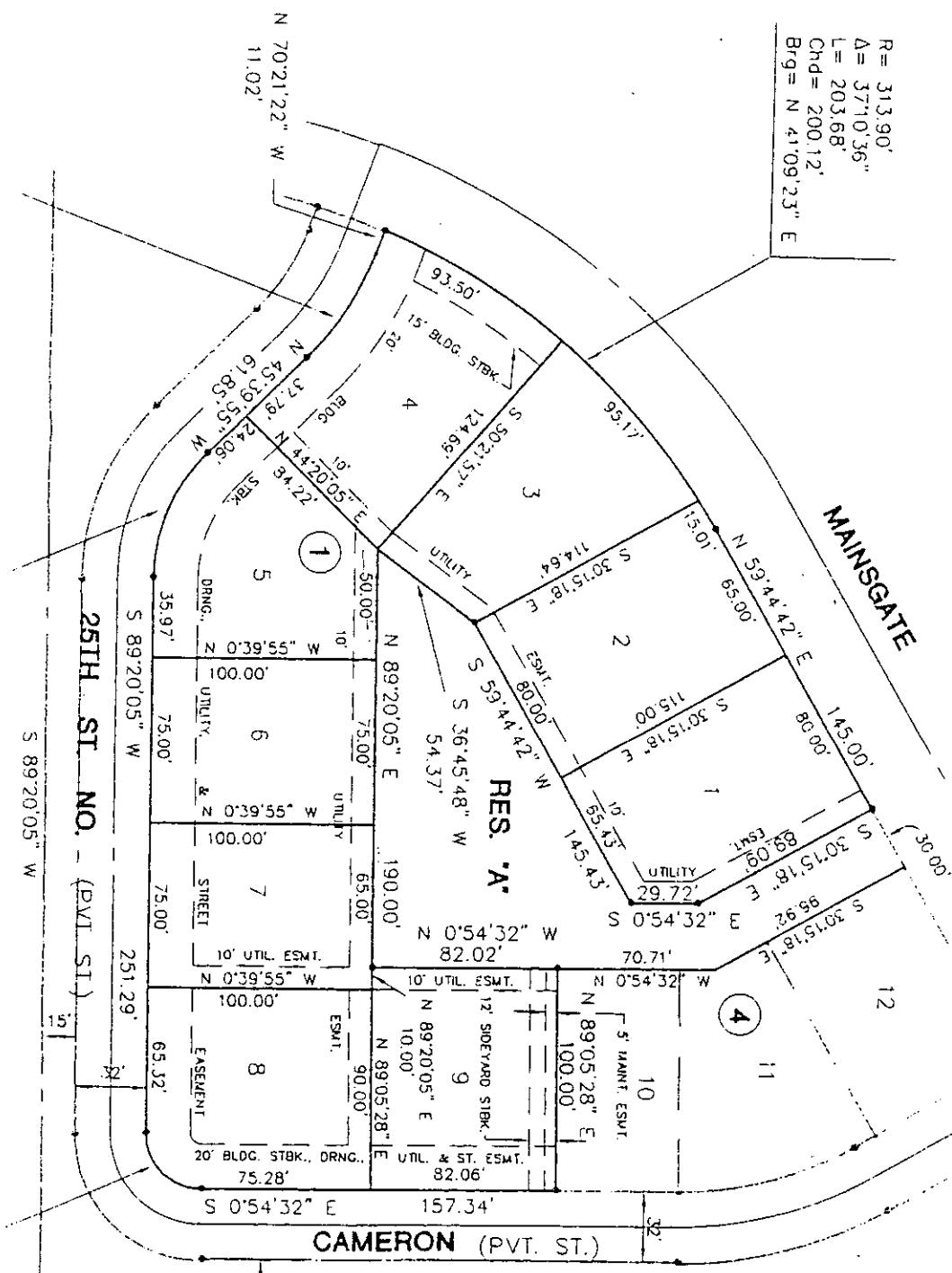


SCALE: 1" = 50'

LEGEND

• IRON

R = 313.90'
A = 37'10".36"
L = 203.68'
Chd = 200.12'
Brg = N 41°09'23" E



PART OF 1
WATERFOR
THIRD ADD

AGREEMENT

by and between

THE CITY OF WICHITA, KANSAS
Party of the First Part

And

OA MANAGEMENT, INC.
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Waterford North Third Addition, 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, a 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 1 through 9 inclusive, Block 4, Waterford North Third Addition was part of the improvement district for the following City project(s):

Storm Water Sewer No. 280
(Project No. 468-76-245-81434-000-000-001) (L39619)

Said property was replatted as The Village at Waterford.

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

The assessment for the Storm Water Sewer No. 280 on Lots 1 through 9, Block 4, Waterford North Third Addition will be spread equally over the following:

Lots 1 through 9 inclusive, Block 1, The Village at Waterford.

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

