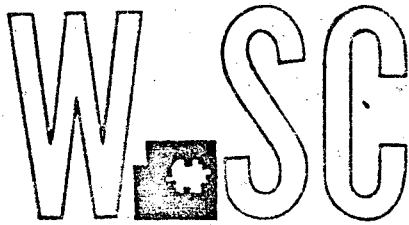


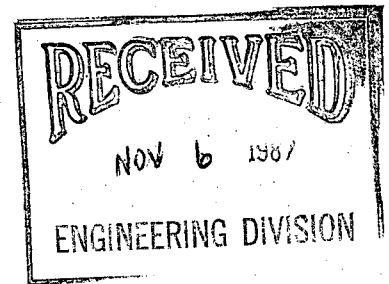
WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

November 5, 1987



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

Re: Final Plat S/D 87-86 - BRADFORD PLACE (Formerly Country Walk)

Dear Gentlemen:

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

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee the paving of the proposed interior streets.
- D. The applicant shall guarantee construction of the storm sewers required by this plat.
- E. The applicant shall guarantee the paving of the narrow public streets to the 29-foot paving standard.
- F. When the applicant began platting the "Overall Lakepoint Subdivision", a sidewalk plan for the overall development was approved. Basically, this plan depicted a continuous sidewalk on the westerly side of Gatewood (collector street) from Central to 13th Street North. This sidewalk has been guaranteed by including it in past paving petitions for Gatewood Street.
- G. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.

WICHITA - SEDGWICK COUNTY

Final Plat S/D 87-86 - BRADFORD PLACE (Formerly Country Walk)

Page 2

- H. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owners' association prior to recording the plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.
- I. 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.
- J. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this subdivision. The covenant shall 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.
- K. 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.
- L. Regarding the reserves being platted for private drive purposes, discussion with the Law Department indicates a need for language in the covenant, which sets forth ownership and maintenance responsibilities of the reserves, to establish future reversionary rights of the reserves to the lots benefitting from the reserves.
- M. On the final plat, the "15-foot street, drainage and utility easement" shall be platted through the private drive reserves (Reserves H and I).
- N. On the final plat tracing, the platting of a "street easement" around the perimeters of Reserves H and I shall be omitted. Reserves H and I are not being platted for street purposes. This area may still be platted as a drainage and utility easement.
- O. If the west 5 feet of this plat is being platted as a wall easement, it shall be so labeled on the final plat tracing.
- P. On the final plat tracing, the language in the plattor's text regarding Reserves E and F shall be amended to state that earth berms are not permitted within the "street, drainage and utility" easements being designated within those reserves.

WICHITA - SEDGWICK COUNTY

Final Plat S/D 87-86 - BRADFORD PLACE (Formerly Country Walk)
Page 3

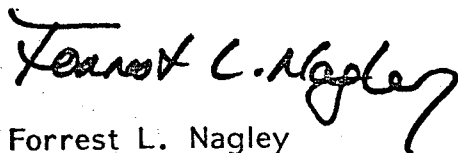
- Q. On the final plat tracing, the "sanitary sewer easement" on Lot 20, Block 1 shall be dimensioned from lot corners. This is needed to locate where the easement exists on the lot.
- R. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- S. 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.
- T. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- U. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- V. Recording of the plat within 30 days after approval by the City Council.

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, November 12, 1987 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,



Forrest L. Nagley
Senior Planner

FLN:dlk

Enclosure

cc: Ritchie Associates, 8100 E. 22nd St. N., Bldg. 500,
Wichita, KS 67226
Bill Yung Design, 4912 E. 29th St. N., Suite 1, Wichita, KS 67220
Mike Lindebak, City Engineer

AGREEMENT

BY AND BETWEEN

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

and

LAKEPOINT COMPANY, A KANSAS GENERAL PARTNERSHIP
BY RITCHIE DEVELOPMENT CORPORATION
MANAGING PARTNER OF SAID PARTNERSHIP
Party of the Second Part

and

Steve Lee
Party of the Second Part

and

God Lee
Party of the Second Part

and

Party of the Second Part

and

Party of the Second Part

and

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Lakepoint, 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 C-339-UP, C-338-UP, C-341-UP, and Gatewood 2nd Addition was part of the improvement district for the following City project:

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

Said property was replatted as follows:

- (1.) Bradford Place (part of C-339-UP)
- (2.) Country Walk, Blocks 2 and 3 (part of C-339-UP)
- (3.) Lots 17 and 18, Block 1, Autumn Chase replatted as Lots 1 and 2, Block 1, Country Walk
- (4.) Lots 1 through 14, Block 1, Gatewood 2nd Addition replatted as Lots 11 through 24, Block 2, Cross Creek
- (5.) Lots 1 through 12, Block 1 and Lots 1 through 10, Block 2, Cross Creek (C-338-UP and C-341-UP)
- (6.) Lots 1 through 17, Block 1, Cross Creek 2nd Addition
- (7.) Lots 1 through 9, Block 1, and Lot 1, Block 2, Country Walk 2nd Addition

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

- (1.) The assessment to the unplatted tract replatted as Bradford Place is to be re-assessed on an equal fraction basis to Lots 1 through 38, Block 1, Bradford Place (1/38 each).
- (2.) The assessment to the unplatted tract replatted as Lots 3 through 24, Block 2, Lots 1 through 4 and Lots 6 through 31, Block 3, Country Walk; Lots 2 through 9, Block 1, and Lot 1, Block 2, Country Walk 2nd Addition is to be re-assessed to these lots on an equal fraction basis (1/61 each).
- (3.) The assessment to the tract platted as Lot 1, Block 1, Country Walk 2nd is to be assessed to this lot on a square foot basis.
- (4.) The assessment to Lots 17 and 18, Block 1, Autumn Chase is to be re-assessed to Lots 1 and 2, Block 4, Country Walk on an equal fraction basis.
- (5.) The total of assessments to Lots 1 through 14, Block 1, Gatewood 2nd Addition is to be re-assessed to Lots 11 through 24, Block 2, Cross Creek on an equal fraction basis (1/14 each).
- (6.) The assessment to the unplatted tracts replatted as Lots 1 through 12, Block 1, Lots 1 through 10, Block 2, Cross Creek, and Lots 1 through 17, Block 1, Cross Creek 2nd Addition is to be re-assessed to these lots on an equal fraction basis (1/39 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

LAKEPOINT COMPANY,
A KANSAS GENERAL PARTNERSHIP
BY RITCHIE DEVELOPMENT CORPORATION
MANAGING PARTNER OF SAID PARTNERSHIP

BY _____

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

STATE OF KANSAS)

) ss:

SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 11th day of April,
1988, before me, the undersigned, a Notary Public in and for the County and
State aforesaid, came Jack D. Ritchie, 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 year last above written.



Charlene A. Stiiwell
Notary Public

My Appointment Expires:

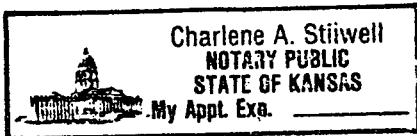
11/30/91

BY Red Lee
Party of the Second Part

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 11th day of April,
19 88, before me, the undersigned, a Notary Public in and for the County and
State aforesaid, came Red Lee, 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 year last above written.



Charlene A. Stiivell
Notary Public

My Appointment Expires:

11/30/91

THE CITY OF WICHITA

OFFICE OF PUBLIC WORKS - ENGINEERING

DATE February 9, 1988

TO Dale Rea, Deputy City Clerk

FROM Steve Lackey, Director of Public Works

SL
SUBJECT Agreements for respread of special assessments (Bradford Place, Cross Creek, and Country Walk Additions)

Please place the attached three agreements on the Consent Agenda. The agreements were submitted by Ritchie Associates as a means to respread special assessments in the Lakepoint Development (north of Central, west of Webb). The assessments are being respread reflecting new plats in the development.

The Law Department has approved the agreements as to form.

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

SL:BM/sm: 4348A

cc: Robert Finch, Deputy City Manager

AGREEMENT

BY AND BETWEEN

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

and

Lakepoint Company, A Kansas General Partnership
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Lake Point, 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. Two unplatted tracts, identified as Tract 1 and Tract 2, are part of the improvement district for the following four City projects:

- a. Box Culvert on Gatewood Street (Project No. 468-76-245-81728-000-000-001).
- b. Storm Water Sewer 337 (Project No. 468-76-245-81683-000-000-001)
- c. Water (Project No. 448-76-245-88197-000-000-001)
- d. Paving Gatewood St. (Project No. 472-76-245-81659-000-000-001)

Tract 1 is being platted into Cross Creek Addition and Tract 2 is being platted into Country Walk Addition.

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

That Lots 1 through 12 inclusive, Block 1 and Lots 1 through 10 inclusive, Block 2, Cross Creek Addition shall each pay 1/22 of the costs apportioned to Tract 1.

That Lots 1 through 11, inclusive, Block 1, Lots 1 through 24, inclusive, Block 2 and Lots 1 through 31 inclusive, Block 3, Country Walk Addition shall each pay 1/66 of the costs apportioned to Tract 2.

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:

Monna R. Rowley
Director of Law

BY _____

Mayor
Party of the First Part

Attest:

City Clerk

Jack D. Ritchie

Party of the Second Part
Lakepoint Company,
A Kansas General Partnership
By Ritchie Development Corporation
Managing Partner of said Partnership
Jack D. Ritchie, C.E.O.

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 29th day of January, 1988, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jack D. Ritchie, 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.

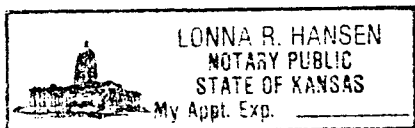
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Lonna R. Hansen
Notary Public

My Appointment Expires:

August 25, 1990

(4100A)



AGREEMENT

BY AND BETWEEN

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

and

Lakepoint Company, a Kansas General Partnership
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Lake Point, 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. A tract of land lying in the Northeast Quarter of Section 17, Township 27 South, Range 2 East of the 6th P.M., more particularly described as follows:

Beginning at a point on the West line of said Northeast Quarter, lying 30.00 feet South of the Northwest corner of said Northeast Quarter; thence S 80° 57' 00" E, 675.71 feet parallel with the North line of said Northeast Quarter; thence S 00° 03' 00" W, 80.18 feet; thence S 11° 13' 01" E, 77.95 feet to a point on a curve to the left; thence along said curve 166.30 feet,

said curve having a central angle of $24^{\circ} 00' 00''$, a radius of 397.00 feet, and a long chord of 165.08 feet, bearing $S 04^{\circ} 03' 00'' W$; thence $S 07^{\circ} 57' 00'' E$, 40.53 feet to a point on a curve to the right; thence along said curve 87.48 feet, said curve having a central angle of $26^{\circ} 30' 00''$, a radius of 189.14 feet, and a long chord of 87.500 feet, bearing $S 05^{\circ} 18' 00'' W$, to a point on a curve to the left; thence along said curve 139.49 feet, said curve having a central angle of $18^{\circ} 30' 00''$, a radius of 432 feet and a long chord of 138.88 feet, bearing $S 09^{\circ} 18' 00'' W$; thence $S 00^{\circ} 03' 00'' W$, 75.85 feet; thence $N 89^{\circ} 57' 00'' W$, 653.20 feet to a point on the West line of said Northeast Quarter; thence $N 00^{\circ} 05' 21'' W$; thence 660.70 feet along said West line of said Northeast Quarter; thence $N 00^{\circ} 05' 21'' W$; thence 660.70 feet along said West line to the point of beginning.

Said tract of land was part of the improvement district for the following City projects:

- a) Paving Gatewood, Etc. (Project No. 472-76-245-81624-000-000-001).
- b) Water (Project No: 448-76-245-88179-000-000-001)

Said property was platted into Bradford Place Addition.

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

That Lots 1 through 38 inclusive, Block 1, Bradford Place Addition shall each pay 1/38 of the costs apportioned to the above described tract.

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

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

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

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

THE CITY OF WICHITA, KANSAS

Approved as to form:

Thomas R. Powell Jr
Director of Law

BY

Mayor
Party of the First Part

Attest:

City Clerk

Jack D. Ritchie
Party of the Second Part
Lakepoint Company,
A Kansas General Partnership
By Ritchie Development Corporation
Managing Partner of said Partnership
Jack D. Ritchie, C.E.O.

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

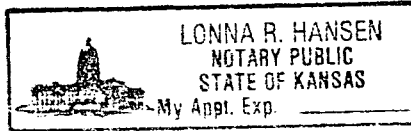
BE IT REMEMBERED, That on this 29th day of January, 19 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jack D. Ritchie, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Lonna R. Hansen
Notary Public

My Appointment Expires:

August 25, 1990



(4108A)

AGREEMENT

BY AND BETWEEN

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

and

Lakepoint Company, a Kansas General Partnership
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Lake Point, 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. A tract of land lying in the Northeast Quarter of Section 17, Township 27 South, Range 2 East of the 6th P.M., more particularly described as follows:

Commencing at the Northwest corner of said Quarter: thence S 00° 05' 21" E, 552.20 feet along the west line of said Quarter to the point of beginning; thence S 89° 57' 00" E, 70.34 feet; thence S 00° 03' 00" W, 25.00

feet; thence $89^{\circ} 57' 00''$ E, 66.23 feet to a point on a curve to the left; thence along said curve 51.91 feet, said curve having a central angle of $48^{\circ} 55' 46''$, a radius of 60.79 feet and a long chord of 50.35 feet, bearing $N 65^{\circ} 35' 07''$ E, to a point on a curve to the left; thence along said curve having a central angle of $33^{\circ} 34' 39''$, a radius of 86.00 feet, and a long chord of 49.68 feet, bearing $S 16^{\circ} 50' 20''$ E; thence $S 89^{\circ} 57' 00''$ E, 225.38 feet to a point on a curve to the left; thence along said curve 55.01 feet, said curve having a central angle of $36^{\circ} 48' 46''$, a radius of 86.00 feet, and a long chord of 54.07 feet, bearing $N 71^{\circ} 43' 37''$ E, to a point on a curve to the left; thence along said curve 62.19 feet, said curve having a central angle of $45^{\circ} 40' 15''$, a radius of 78.01 feet, a long chord of 60.55 feet, bearing $S 67^{\circ} 06' 54''$ E; thence $S 89^{\circ} 57' 00''$ E, 47.86 feet; thence $S 00^{\circ} 03' 00''$ W, 113.50 feet; thence $N 89^{\circ} 57' 00''$ W, 610.00 feet; thence $N 00^{\circ} 05' 21''$ W, 138.50 feet to the point of beginning.

Said tract of land was part of the improvement district for the following City project:

Lat. 5, Main 24, WIS (Project No. 468-76-245-81657-000-000-001).

Said property was platted as part of Bradford Place Addition.

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

That Lots 31 through 38 inclusive, Block 1, Bradford Place Addition shall each pay $1/8$ of the costs apportioned to the above described tract.

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. Brouwer
Director of Law

BY

Mayor
Party of the First Part

Attest:

City Clerk

Jack D. Ritchie

Party of the Second Part
Lakepoint Company,
A Kansas General Partnership
By Ritchie Development Corporation
Managing Partner of said Partnership
Jack D. Ritchie, C.E.O.

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

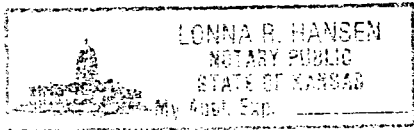
BE IT REMEMBERED, That on this 29th day of January, 19 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jack D. Ritchie, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Lonna R. Hansen
Notary Public

My Appointment Expires:

August 25, 1990



(4108A)

**PROFESSIONAL
ENGINEERING CONSULTANTS, PA**

1440 E. English
WICHITA, KANSAS 67211

(316) 262-2691

LETTER OF TRANSMITTAL

DATE January 15, 1988	JOB NO. 36-87424-2051
ATTENTION Jack Ritchie	
RE: Estimated Development Schedule for Public Improvements	

TO Ritchie Associates
8100 E. 22nd St. N
Bldg. 500
Wichita, KS 67226

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

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

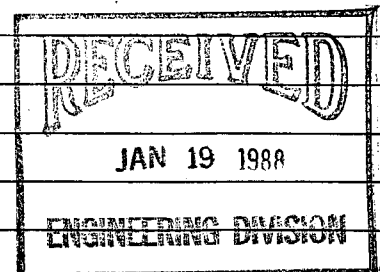
COPIES	DATE	NO.	DESCRIPTION

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 is the estimated schedule for the installation of the
public improvements for Bradford Place, Country Walk, and Cross Creek.

Please let us know if you intend to delay the schedule on any
of the projects.



COPY TO Michael Lindebak, P.E., City Engineer

SIGNED: *Rich Linn*

DEVELOPMENT SCHEDULE - PUBLIC IMPROVEMENTS

	BRADFORD PLACE			COUNTRY WALK			CROSS CREEK		
	SANITARY SEWER	WATER LINES	PAVING	SANITARY SEWER	WATER LINES	PAVING	SANITARY SEWER	WATER LINES	PAVING
Final Plans to City	Jan. 22	Feb. 5	Feb. 12	Mar. 4	Feb. 26	Mar. 18	Mar. 11	Mar. 25	
Prelim. Est. to City Council	Feb. 9	Feb. 23	Mar. 1	Mar. 22	Mar. 22	April 5	Mar. 29	April 12	
Bids	Feb. 19	Mar. 4	Mar. 11	April 1	April 1	April 15	April 8	April 22	
City Council approve bids	Mar. 1	Mar. 15	Mar. 22	April 12	April 12	April 26	April 19	May 3	
Start Construction	Mar. 14	Mar. 28	April 25	April 25	April 25	May 23	May 2	May 23	
Complete Construction	April 22	April 22	June 10	May 27	May 27	July 1	May 27	July 1	

Included in Country Walk Project

NOTE: The Letters of Credit and Affidavits must be delivered to the City no later than the dates shown for Final Plans, to maintain the schedule.

NOVEMBER 5, 1987

STAFF REPORT
(Final Plat; Preliminary Approved 10/8/87)

CASE NUMBER: S/D 87-86 - BRADFORD PLACE (Formerly
COUNTRY WALK)

OWNER/APPLICANT: Ritchie Associates

SURVEYOR/ENGINEER: Professional Engineering Consultants, P.A.

LOCATION: West of Webb Road and south of 13th Street North.

SITE SIZE: 10.2± Acres

NUMBER OF LOTS:

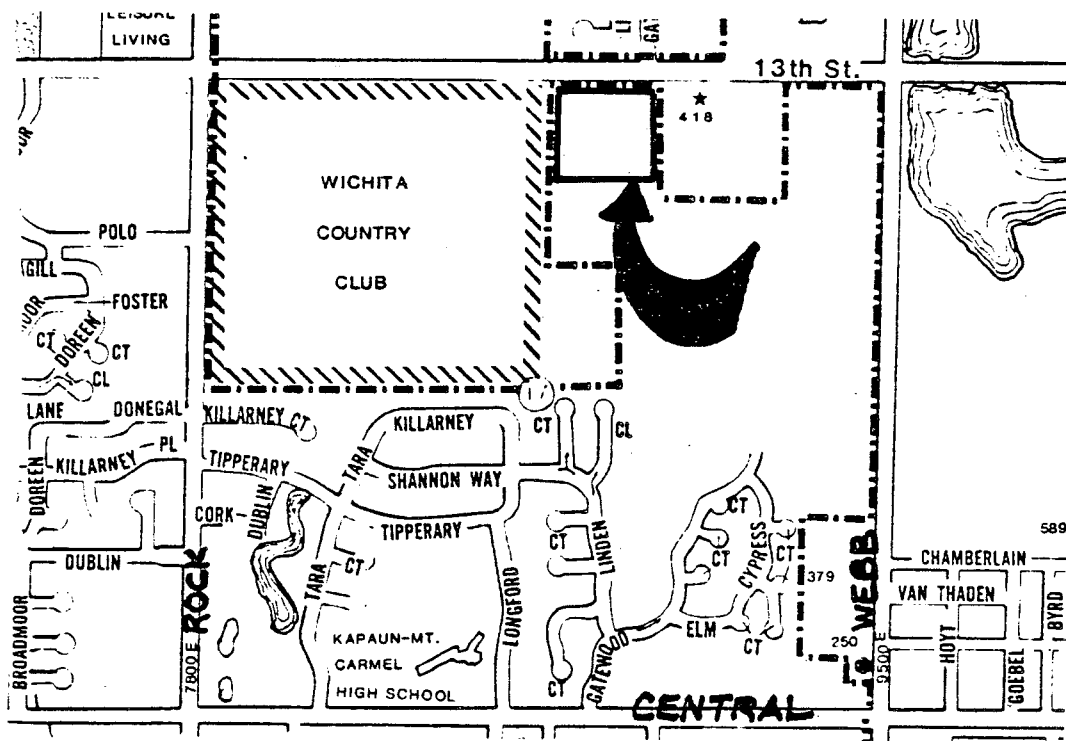
Residential:	38
Office:	
Commercial:	
Industrial:	
Total:	38

MINIMUM LOT AREA: 6,270 Sq. Ft.

CURRENT ZONING: "AA"

PROPOSED ZONING: "AA" (DP-166)

VICINITY MAP:



STAFF COMMENTS:

NOTE: This property is subject to the provisions of the Lakepoint Community Unit Plan (DP-166). The lots are being platted for development of zero lot line homes. This plat represents the first final plat of an overall preliminary approved on October 8, 1987.

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee the paving of the proposed interior streets.
- D. The applicant shall guarantee construction of the storm sewers required by this plat.
- E. The applicant shall guarantee any drainage improvements required by the platting of this property.
- F. The applicant shall guarantee the paving of the narrow public streets to the 29-foot paving standard.
- G. When the applicant began platting the "Overall Lakepoint Subdivision", a sidewalk plan for the overall development was approved. Basically, this plan depicted a continuous sidewalk on the westerly side of Gatewood (collector street) from Central to 13th Street North. This sidewalk has been guaranteed by including it in past paving petitions for Gatewood Street.
- H. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- I. 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.
- J. 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.

BRADFORD PLACE (Formerly COUNTRY WALK)

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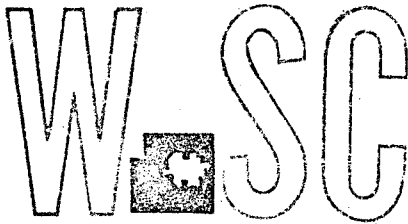
- K. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this subdivision. The covenant shall inventory the affected lots by lot and block number and shall state that the covenant runs with the land and is binding on future owners and assigns.
- L. 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.
- M. Regarding the reserves being platted for private drive purposes, discussion with the Law Department indicates a need for language in the covenant, which sets forth ownership and maintenance responsibilities of the reserves, to establish future reversionary rights of the reserves to the lots benefitting from the reserves.
- N. On the final plat, the "15-foot street, drainage and utility easement" shall be platted through the private drive reserves (Reserves H and I) and within Reserve E.
- O. On the final plat tracing, the platting of a "street easement" around the perimeters of Reserves H and I shall be omitted. Reserves H and I are not being platted for street purposes. This area may still be platted as a drainage and utility easement.
- P. If the west 5 feet of this plat is being platted as a wall easement, it shall be so labeled on the final plat tracing.
- Q. On the final plat tracing, the language in the plattor's text regarding Reserves E and F shall be amended to state that earth berms are not permitted within the "street, drainage and utility" easements being designated within those reserves.
- R. On the final plat tracing, the "sanitary sewer easement" on Lot 20, Block 1 shall be dimensioned from lot corners. This is needed to locate where the easement exists on the lot.
- S. 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.
- T. 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.
- U. 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.

BRADFORD PLACE (Formerly COUNTRY WALK)

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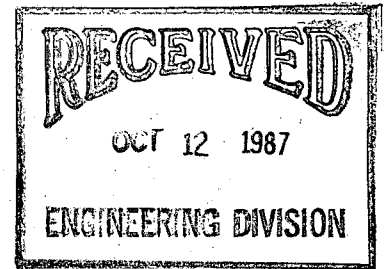
- V. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- W. Recording of the plat within 30 days after approval by the City Council.
- X. The representative from the City Engineer's office should be prepared to comment on the status of the applicant's drainage plan.

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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



October 9, 1987

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

Re: Preliminary Plat S/D 87-86 - COUNTRY WALK

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, October 8, 1987, the above-captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee the paving of the proposed interior streets.
- D. The applicant shall guarantee construction of the storm sewers required by this plat.
- E. The applicant shall guarantee any drainage improvements required by the platting of this property.
- F. The applicant shall guarantee the paving of the narrow public streets to the 29-foot paving standard.
- G. When the applicant began platting the "Overall Lakepoint Subdivision", a sidewalk plan for the overall development was approved. Basically, this plan depicted a continuous sidewalk on the westerly side of Gatewood (collector street) from Central to 13th Street North. This sidewalk has been guaranteed by including it in past paving petitions for Gatewood Street.

The only remaining segment of sidewalk needed to complete the sidewalk plan for Lakepoint, is between Gatewood and Webb Road. With this requirement in mind, the paving petition for Country Walk shall provide for a sidewalk on the north side of the street.

WICHITA—SEDGWICK COUNTY

Preliminary Plat S/D 87-86 - COUNTRY WALK

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- H. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects. Square footage figures shall be provided for the lots within this plat so existing special assessments and petitions may be amended.
- I. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- J. Prior to filing the final plat for that portion of the overall preliminary plat which depicts Cross Creek Circle with approximately 1700 linear feet of length, the applicant shall meet with the Planning Department to discuss this excessively long cul-de-sac. The applicant is reminded that Section 7-201(R) of the Subdivision Regulations states cul-de-sac streets will not exceed a maximum of 600 feet in length. Planning Department staff, however, understands the applicant's marketing strategy and would like to work with him on this issue. If a final plat is prepared which shows the subject street looping either west to Cypress or extending north to Country Walk, the meeting with Planning staff is not required.
- 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. 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.
- O. 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 or 32-foot street rights-of-way. 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.

WICHITA—SEDGWICK COUNTY

Preliminary Plat S/D 87-86 - COUNTRY WALK
Page 3

- P. 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.
- Q. The applicant shall submit a copy of the instrument which establishes the Northwest Central Pipeline easement on this property. The applicant's agent shall determine any setback requirements from the pipeline by researching the text of the pipeline agreement.
- R. The applicant shall provide proof, by letter from the pipeline company or by providing a copy of the pipeline easement agreement, that utilities and buildings may be located adjacent to the easement without restriction of an established setback from the easement.
- S. Any relocation, lowering or encasement of the pipeline, made necessary by this development, will not be at the expense of the City.
- T. On the final plat, the platting of dead-end stub street shall be avoided in Block 1. As has been required on past plats, the stub access way which serves Lots 22, 23 and 24 and Lots 6, 7, 8 and 9 shall be platted as reserves for private drive purposes. The plattor's text shall specify which lots are to be accessed to a public street by way of the private drive reserve. The reserve may also need to be platted for public utilities and drainage purposes.
- U. Regarding the reserves being platted for private drive purposes, discussion with the Law Department indicates a need for language in the covenant, which sets forth ownership and maintenance responsibilities of the reserves, to establish future reversionary rights of the reserves to the lots benefitting from the reserves.
- V. On the final plat, the "15-foot street, drainage and utility easement" shall be platted through the private drive reserves.
- W. On the final plat tracing, the plattor's text shall be amended to reference the platting of the wall easement. The following wording is suggested: "The wall easement is platted for purposes of wall construction."
- X. Approval of this plat will require a waiver of the lot depth to width ratio of the Subdivision Regulations. The Subdivision Regulations state that, "the maximum depth of all lots shall not exceed $2\frac{1}{2}$ times the width thereof." Many of the lots on the east side of Cross Creek Circle exceed the design standard. A waiver is recommended due to the fact that many of the subject lots are awkwardly encumbered by a sanitary sewer easement and pipeline easement.
- Y. The final plat shall label the centerline of the utility easements.
- Z. 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.

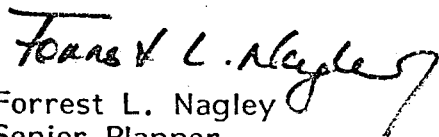
WICHITA — SEDGWICK COUNTY

Preliminary Plat S/D 87-86 - COUNTRY WALK

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- AA. Prior to, or at the time of submitting a final plat, the applicant shall submit pavement geometric plans for Gatewood Street around Reserve S and for the intersections of Gatewood and Cross Creek and Gatewood and Bradford.
- BB. The plat's text on the final plat shall make appropriate reference to the platting of the 5-foot maintenance access easement required by zero lot line development. If the planned units require this easement for a roof overhang, the text shall also reference this as a purpose of the easement.
- CC. In order to provide for the side yard setbacks made necessary by the proposed zero lot line development, the final plat shall specify, on the face of the plat as well as in the plat's text, that "side yard setbacks are per the requirements of the Lakepoint Community Unit Plan (DP-166) on file with the Wichita-Sedgwick County Metropolitan Area Planning Department.
- DD. The final plat shall indicate a floodway on the lots adjacent to Webb Road. The plat's text shall include the standard floodway language.
- EE. The final plat shall indicate the utility easements requested by K.G.&E. which are marked on the engineer's copy of the approved plat.
- FF. 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.
- GG. 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.
- HH. 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.
- II. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Sincerely,


Forrest L. Nagley
Senior Planner

FLN:dlk

Enclosure

cc: Ritchie Associates, 8100 E. 22nd St. N., Bldg. 500, Wichita, KS 67226
Professional Engineering Consultants, P.A., 1440 E. English,

Wichita, KS 67221

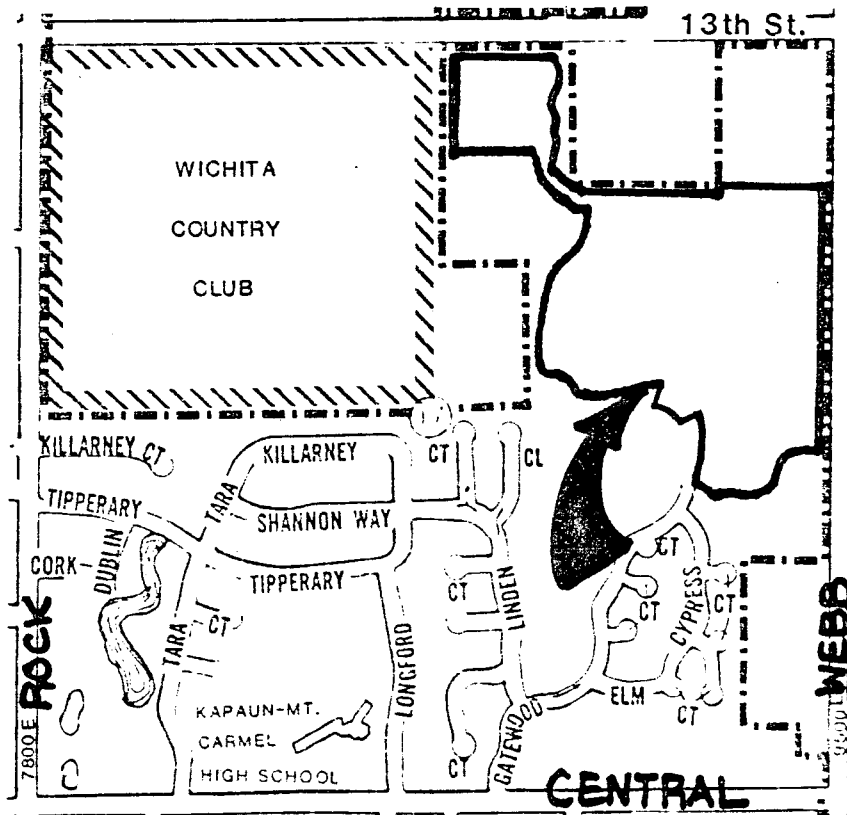
✓ Mike Lindebak, City Engineer

OCTOBER 8, 1987

STAFF REPORT
(Preliminary Plat)

CASE NUMBER: S/D 87-86 - COUNTRY WALK
OWNER/APPLICANT: Ritchie Associates
SURVEYOR/ENGINEER: Professional Engineering Consultants, P.A.
LOCATION: West of Webb Road and south of 13th Street North.
SITE SIZE: 91.8± Acres
NUMBER OF LOTS:
Residential: 182
Office:
Commercial:
Industrial:
Total: 182
MINIMUM LOT AREA: 6,270 Sq. Ft.
CURRENT ZONING: "AA"
PROPOSED ZONING: "AA" (DP-166)

VICINITY MAP:



STAFF COMMENTS:

NOTE: This property is subject to the provisions of the Lakepoint Community Unit Plan (DP-166). The lots in Block 1 are being platted for development of zero lot line homes. The remaining lots in the plat are being platted for traditional single-family homes.

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee the paving of the proposed interior streets.
- D. The applicant shall guarantee construction of the storm sewers required by this plat.
- E. The applicant shall guarantee any drainage improvements required by the platting of this property.
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- G. When the applicant began platting the "Overall Lakepoint Subdivision", a sidewalk plan for the overall development was approved. Basically, this plan depicted a continuous sidewalk on the westerly side of Gatewood (collector street) from Central to 13th Street North. This sidewalk has been guaranteed by including it in past paving petitions for Gatewood Street.

The only remaining segment of sidewalk needed to complete the sidewalk plan for Lakepoint, is between Gatewood and Webb Road. With this requirement in mind, the paving petition for Country Walk shall provide for a sidewalk on the north side of the street.
- H. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects. Square footage figures shall be provided for the lots within this plat so existing special assessments and petitions may be amended.
- I. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- J. Section 7-201(R) of the Subdivision Regulations states cul-de-sac streets will not exceed a maximum of 600 feet in length. Cross Creek Circle, as proposed, measures approximately 1700 linear feet. The cul-de-sac provides access to Gatewood Street (collector) for 39 lots.

Approval of this plat should be subject to Cross Creek Street either looping west to Cypress or extending north to Country Walk. This redesign will allow two avenues of access to the lots depending on the street. The redesigned street shall be depicted on any final plat for the affected portion of the overall preliminary plat.

- 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.
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- N. 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.
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- Q. The applicant shall submit a copy of the instrument which establishes the Northwest Central Pipeline easement on this property. The applicant's agent shall determine any setback requirements from the pipeline by researching the text of the pipeline agreement.
- R. The applicant shall provide proof, by letter from the pipeline company or by providing a copy of the pipeline easement agreement, that utilities and buildings may be located adjacent to the easement without restriction of an established setback from the easement.
- S. Any relocation, lowering or encasement of the pipeline, made necessary by this development, will not be at the expense of the City.
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- Y. The final plat shall label the centerline of the utility easements.
- Z. 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.
- AA. Prior to, or at the time of submitting a final plat, the applicant shall submit pavement geometric plans for Gatewood Street around Reserve S and for the intersections of Gatewood and Cross Creek and Gatewood and Bradford.
- BB. The plattor's text on the final plat shall make appropriate reference to the platting of the 5-foot maintenance access easement required by zero lot line development. If the planned units require this easement for a roof overhang, the text shall also reference this as a purpose of the easement.
- CC. In order to provide for the side yard setbacks made necessary by the proposed zero lot line development, the final plat shall specify, on the face of the plat as well as in the plattor's text, that "side yard setbacks are per the requirements of the Lakepoint Community Unit Plan (DP-166) on file with the Wichita-Sedgwick County Metropolitan Area Planning Department.
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- FF. 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.
- GG. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
- HH. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.