

PLAT NO. S/D 77-161 MAP NO. 4848

NAME WESTLINK LAKES ESTATE

LOCATION: 1/2 mile south of 13th St. North, on the
east side of Maize Road.

ENGINEER Baughman Company

OWNER Charles M. Brodie

APPLICATION FILED 12-6-77

SKETCH PLAT FILED 12-6-77

PRELIMINARY FILED 12-6-77

S/D ACTION 12-15-77 defer Swesco. (Review)
S/D (Prelim) 12-29-77 effect 1/20/78; 1-26-78. approval

FINAL FILED 5-8-78

S/D ACTION 5-18-78 approval

MAPC ACTION 5-25-78 Approval

BCC ACTION 10-24-79 Approval

RECORDED December 8, 1978

REMARKS Expinal L of C for drainage
improvements.

S/D 77-161 - WESTLINK LAKES ESTATE-
1/2 mile south of 13th St. North, on
the east side of Maize Road, by
Baughman Company.

Poster
12-7-77
R.H.

ACTION

	DATE
S/D COMMITTEE Prelim. After 2 weeks	12-15-77
S/D Prelim. After 4 weeks	12-29-77
M.A.P.C. <u>Approval</u>	5/25/78
B.C.C./B.C.C. <u>Approval</u>	10-24-78
S/D ^{Revised} (Prelim) <u>approval</u>	1-26-78
S/D (final) <u>approval</u>	5-18-78

RECEIVED

AUG 13 1979
METROPOLITAN PLANNING
ROUTE

August 13, 1979

Mr. Charles Brodie
106 East Second
Wichita, Kansas 67202

Subject: Access Control on Maize Road,
South of 11th Street

Dear Mr. Brodie:

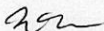
With regard to our telephone conversation of today, I believe what you reiterated was what did happen at the Subdivision Meeting when your case was heard. I believe that we did intend to give you access to the existing residential property along Maize Road, with possibly the only stipulation to this access was if the structure was substantially remodeled or removed.

In reviewing your request in the field today, it is obvious that this structure is oriented toward Maize Road and has existed for twenty or thirty years. Therefore, your request to grant one access point to this lot would be appropriate.

We wish to inform you that the second opening presently exists directly south of this lot should be closed as your construction progresses.

If you have any questions regarding this matter, please advise.

Yours truly,



William G. McKinley
Assistant Traffic Engineer

WGM:gr

cc: Jack Galbraith, Chief of Current Plans ✓

August 13, 1979

Mr. Charles Brodie
106 E. 2nd Street
Wichita, Kansas 67202

Re: Access control to Maize Road from Lot 1, Block 2,
Westlink Lakes Estate

Dear Mr. Brodie:

Enclosed is a vacation application for your use in vacating the platted access control to Maize Road from Lot 1, Block 2, Westlink Lakes Estate. During our phone conversation this morning, you indicated that it was probably an error that this access control was dedicated on Lot 1 since there was, at the time of platting, and there still exists a driveway opening onto Maize Road from this lot.

In order to get rid of this access control, a vacation request must be submitted, signed by the owner(s) of the lot, and accompanied by a certified ownership list giving the names of the owners of this lot as well as owners of the lots immediately adjacent on the north and south. There is a \$50.00 filing fee. This request will be reviewed by the Subdivision Committee, Metropolitan Area Planning Commission and the City Commission. If the application can be submitted to us no later than Wednesday, August 15, 1979, it probably can be completed through the City Commission level by September 18th. A separate vacation petition must then be filed with the County Commission. This procedure takes approximately 3 weeks.

The Planning staff would be in support of the access control vacation request if it is recommended by the City Engineer and City Traffic Engineer. We probably will ask for a re-dedication of the access control contingent upon the relocation of the driveway by the property owner.

Please call if you have any further questions about this vacation procedure.

Sincerely,

Louise Olivarez
Senior Planner

July 12, 1979

Donald C. Glsick, City Clerk
Curtis L. Newby, Junior Planner

S/D 77-161- Westlink Lakes Estates, Restrictive Covenants.

I am returning herewith the Restrictive Covenants associated with the above referred to plat. You forwarded them to me for review and comment on July 9, 1979.

Please be advised that I have reviewed the case file and, as there was no formal action required of the governing body to accept the original covenants, I believe all that needs to be done with these amended covenants is to file them with the Register of Deeds and bill the recording fee to Charles H. Brodie, 106 East Second Street, Wichita, Kansas 67202.

If you have any questions concerning this matter, please call.

Curtis L. Newby
Junior Planner

CLN:el
Attachment

cc: Charles H. Brodie, 106 East 2nd St., 67202

AMENDMENT TO RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That those certain Restrictive Covenants written and imposed by the undersigned declarants, and dated October 17, 1978, affecting the following described property, to-wit:

Westlink Lakes Estates Addition to the
City of Wichita, Sedgwick County, Kansas

are hereby amended in the following form and manner:

1. ARCHITECTURAL REQUIREMENTS: Sub-item, Floor Area: is changed to read as follows:

(1350 sq ft) [Floor Area: No single family one floor residence shall be built upon any lot or residential tract in this addition having an area, measured on the perimeter of the foundation, of less than 1,700 square feet exclusive of open porches, garages and carports. Multi-level residences shall have floor areas as shall be approved by the Architectural Control Committee. All residence structures built upon any lot or residential tract in this addition shall have a minimum of an attached two car garage.

2. To ARCHITECTURAL REQUIREMENTS: the following sub-item is added:

(New) Trash: All trash shall be stored, except on collection days, in a properly screened area so that the same is not visible from public streets or sidewalks. Such screening devices must be approved by the Architectural Control Committee.

IN WITNESS WHEREOF, the undersigned declarants have executed the above document on this 30 day of June, 1979.

Charles H. Brodie
CHARLES H. BRODIE

Mary V. Brodie
MARY V. BRODIE

A.G. Van Nortwick
A.G. Van Nortwick

Everett A. Harden
Everett A. Harden

Margaret O. Van Nortwick
Margaret O. Van Nortwick

F. Elizabeth Harden
F. Elizabeth Harden

Attest:

Sunflower Developers, Inc.

Mary V. Brodie
Mary V. Brodie, Secretary

By Charles H. Brodie
Charles H. Brodie, President

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 30 day of June, 1979, before me, the undersigned, a notary public in and for the county and state aforesaid, came CHARLES H. BRODIE and MARY V. BRODIE, husband and wife, EVERETT A. HARDEN and F. ELIZABETH HARDEN, husband and wife, A.G. VAN NORTWICK and MARGARET O. VAN NORTWICK, husband and wife, personally known to me to be the same persons who executed the within instrument of writing and such persons 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.

Sharon R. Machacek
Notary Public

My Appointment Expires:

May 6, 1981

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

Sharon R. Machacek
STATE NOTARY PUBLIC
SEDGWICK COUNTY, KANSAS
MY APPT. EXPIRES 5-6-81

BE IT REMEMBERED, that on this 30 day of June, 1979, before me, the undersigned, a notary public in and for said county and state, personally came Charles H. Brodie, President of Sunflower Developers, Inc., to me personally known to be the identical person who executed the above and foregoing instrument of writing, and duly acknowledged the execution of the same as the act and deed of said company.

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

Sharon R. Machacek
Notary Public

My Appointment Expires:

May 6, 1981

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

Sharon R. Machacek
STATE NOTARY PUBLIC
SEDGWICK COUNTY, KANSAS
MY APPT. EXPIRES 5-6-81

August 13, 1979

Mr. Charles Brodie
106 E. 2nd Street
Wichita, Kansas 67202

Re: Access control to Maize Road from Lot 1, Block 2,
Westlink Lakes Estate

Dear Mr. Brodie:

Enclosed is a vacation application for your use in vacating the platted access control to Maize Road from Lot 1, Block 2, Westlink Lakes Estate. During our phone conversation this morning, you indicated that it was probably an error that this access control was dedicated on Lot 1 since there was, at the time of platting, and there still exists a driveway opening onto Maize Road from this lot.

In order to get rid of this access control, a vacation request must be submitted, signed by the owner(s) of the lot, and accompanied by a certified ownership list giving the names of the owners of this lot as well as owners of the lots immediately adjacent on the north and south. There is a \$50.00 filing fee. This request will be reviewed by the Subdivision Committee, Metropolitan Area Planning Commission and the City Commission. If the application can be submitted to us no later than Wednesday, August 15, 1979, it probably can be completed through the City Commission level by September 18th. A separate vacation petition must then be filed with the County Commission. This procedure takes approximately 3 weeks.

The Planning staff would be in support of the access control vacation request if it is recommended by the City Engineer and City Traffic Engineer. We probably will ask for a re-dedication of the access control contingent upon the relocation of the driveway by the property owner.

Please call if you have any further questions about this vacation procedure.

Sincerely,

Louise Olivarez
Senior Planner

November 28, 1978

Don Gisick, City Clerk

Curtis L. Newby, Junior Planner

S/D 77-151 - Westlink Lake Estates, Homeowners
Association Agreement

On October 24, 1978, the Board of City Commissioners approved the above referred to plat subject to the applicant submitting a homeowners association agreement containing provisions of the maintenance of the open space areas on the plat.

Attached herewith is said Homeowners Association Agreement which should be filed with the Register of Deeds, the filing cost of which shall be billed to the applicant, Charles H. Brodie, 106 East Second Street. It is our understanding that no formal action of the governing body is required concerning this matter. If you have any questions, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:bh

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned owners, said owners hereinafter referred to as "declarant", of Westlink Lakes Estates Addition to the City of Wichita, Sedgwick County, Kansas, to which these covenants apply, do hereby create and impose the following protective restrictions upon the same, in order that they may be of record in the office of the Register of Deeds, Sedgwick County, Kansas, and in order that all conveyances hereafter made covering any portion of the above described real property shall be subject thereto.

ARTICLE I

PROPERTY DESCRIPTION: The property subject to this Declaration hereinbefore and hereinafter referred to as "subject property" is situated in the City of Wichita, County of Sedgwick, State of Kansas, and is particularly described as follows:

Westlink Lakes Estates
Addition to the City of Wichita, Sedgwick
County, Kansas.

ARTICLE II

DEFINITIONS:

Unless the context clearly indicates a different meaning therefore, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same may be used) shall be deemed to mean and shall be defined as hereinafter in this Article II set forth.

ASSOCIATION:

The Westlink Lakes Estates Home Owners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described.

COMMUNITY FACILITIES:

All facilities placed or erected on a community area and all facilities serving more than one residence site or one owner and including drives, walks, parking areas, storage and equipment areas of

enclosures, parks, ponds, open spaces, planted and landscaped areas, sprinkling systems, recreation areas and street islands, if any, if the Association is responsible for the maintenance of such facility.

OWNER:

Any person or persons who own a residence site in fee simple in any part of Westlink Lakes Estates, Wichita, Kansas, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

COMMUNITY OR COMMON AREAS:

All of the subject property (including but not limited to Reserve "A") other than the lots in the platted blocks.

ARTICLE III

INCORPORATION OF EXISTING RESTRICTIONS:

To the extent that all of any portion of the subject property shall heretofore have been made subject to any conditions or restrictions of use by a recorded instrument or instruments the Association and each member shall abide by any such conditions or restrictions. Nothing herein contained is intended to abrogate any existing valid restrictions or covenants concerning subject property.

ARTICLE IV

OCCUPANCY:
Conduct:

An owner shall not interfere or allow any other person occupying any part of the subject property under the right or authority of the owner to interfere with the rights of other owners, the Association, or the Declarant, nor intentionally or unintentionally, annoy any of such or any of the occupants of subject property by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

An owner shall obey and shall cause any person occupying any part of the subject property under the right or authority of the owner to obey and comply with all public laws, ordinances, rules and regulations and all

other rules, restriction or regulations now or hereafter promulgated as provided for in this Declaration.

No owner shall do or allow to be done any act which causes, or threatens to cause any damage, encroachment, or disrepair to the subject property community facilities, or the residence site of any other owner.

ARTICLE V

RESTRICTIVE COVENANTS:

The subject property shall be used and occupied for residential purposes only.

No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants.

Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals. Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and in the common areas.

No automobile, truck, motorcycle, motorbike, boat, housetrailer, boat trailer or trailer or any other vehicle of any type or description may be stored or driven or operated upon any of the common area; unless used for maintenance of the grounds. Provided however that nothing herein will prevent the operation of non-motor driven vessels or boats upon any ponds located on common area as authorized by the Association.

Motor scooters, mini trail bikes, or similar vehicles shall be operated for transportation only and no joy riding or loitering on the streets or subject property shall be allowed. No owner shall erect any structures,

either permanent or temporary, upon any of the common areas.

No trailer, basement (unless it is a part of a structure meeting the requirements of this document), tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used, second hand or previously erected house or building of any kind shall be moved or placed, either in section or as a whole, upon said land. Previously used building materials shall not be used for the major components of any residence or structure within this addition. No storage building including barns or steel buildings and no fences or improvements or other structures regardless of its intended use shall be moved upon or constructed on the subject property unless and until approval thereof is obtained for such improvement in the manner set forth in Article VI hereof.

No signs, advertisements, billboard or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the creation and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

ARTICLE VI

ARCHITECTURAL CONTROL
Committee:

No building shall be erected on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by

the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevations. the architectural control committee is composed of Charles H. Brodie, Everett A. Harden and A. G. VanNortwick of Sedgwick County, Kansas. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The members of the committee shall be entitled to no compensation for services performed pursuant to this covenant. The committee's approval or disapproval as required in this covenant shall be in writing. In the event the committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**ARCHITECTURAL
REQUIREMENTS:
Elevations:**

The ground floor elevation of any structure shall be set by the Architectural Control Committee prior to any excavation or site work. The Architectural Control Committee shall establish maximum and minimum ground floor elevations for each lot after the curb and street paving is finished.

Floor Area:

No single family one floor residence shall be built upon any lot or residential tract in this addition having an area, measured on the perimeter of the foundation, of less than 1,350 square feet exclusive of open porches, garages and carports. Multi-level residences shall have floor areas as shall be approved by the Architectural Control Committee. All residence structures built upon any lot or residential tract in this addition shall have a minimum of an attached two car garage.

Parking Restriction:

All automobiles, campers, recreational vehicles, boats, trailers, buses, trucks or motorcycles must be parked in

a garage or under a carport if said vehicles remain on the dwelling site more than 24 hours. All carports must be properly screened or covered so that only the entrance is left open. All carports and screening devices must be approved by the Architectural Control Committee and be constructed so as to conceal vehicles left inside.

Front Elevations:

The front of each house shall be all brick or stone or have a brick or stone wainscot. Substitutions can be made only with approval of the Architectural Control Committee.

Roof Covering:

All structures must have a cedar wood shingle or shake shingle type roof. All roof coverings are to be of wood materials. Exceptions or exemptions may be made if approved by the Architectural Control Committee.

All existing homes presently in the Westlink Lakes Estates plat are exempted from this requirement.

Fencing:

All fences are to be of wood materials and constructed to a maximum height of 4 feet above grade. Requests for exceptions are subject to the approval of the Architectural Control Committee provided that no wire fence or chain-link fence material is used.

Exterior Lighting:

All exterior lighting on any structure shall be set so as to prevent glare or light from becoming a nuisance to any other occupant of any other structure.

Antennas:

All radio and television antennas of any kind including but not limited to citizen band or HAM radio on the outside of any structure or free standing are prohibited.

Neighborly Activities:

In the spirit of a friendly neighborhood, it is requested that all occupants of Westlink Lakes Estates join together on December 24 of each year to place luminaries (paper sacks, sand and candles) around the streets and entrances to the subdivision. Further it is requested that all neighbors meet in the park (Reserve "A") on July 4th of each year for a picnic and gathering. In this way, we will promote the growth of a friendly neighborhood.

Grass and
Landscape:

Grasses that spread over the ground during normal use such as Bermuda and other such strains are prohibited.

Liability of
Architectural Control
Committee:

No owner or any other person or entity shall have any cause of action against or right to recover from the Architectural Control Committee or any of its members for any damages it or they may suffer by reason of the actions or inactions of the committee or any of the members in carrying out the provisions or any of the provisions of this document including but not limited to any actions which may be considered negligent, wanton, arbitrary, capricious or constructively fraudulent.

ARTICLE VII

ASSOCIATION:
Powers and Duties:

The Westlink Lakes Estates Homeowners Association of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-laws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

Declarant shall carry out all of the duties and powers herein delegated to the Association until at least fifty (50) per cent of the building sites in the Westlink Lakes Estates plat shall have residences constructed thereon occupied in accordance with these Declaration of Covenants and Restrictions. When the occupied residences reach fifty (50) percent, the declarants shall call a general meeting open to all owners for the purposes of organizing the Association, electing officers, establishing by-laws and other such activities necessary to perform all duties and uphold all articles of these covenants and restrictions.

Declarant shall maintain, develop and manage all lots in the subject property owned by Declarant at its sole cost and the Association shall not levy any assessment against Declarant for any reason.

ASSOCIATION:
Ownership:

Declarant shall convey the common area to the Association and such common area shall be owned by the Association.

ASSOCIATION:
Maintenance:

The Association shall maintain the Common Area in accordance with the ordinances of the City of Wichita, Kansas, including appropriate mowing, weed control and trash control. If the City of Wichita determines that maintenance work is required, the City may, after proper notice and hearings, cause the maintenance to be done and assess the cost thereof to the benefitted properties, in the event the Association fails to do so.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out.

ASSOCIATION:
Operations and
Expenses:

The Association shall, if necessary, establish such committees as may be provided for in its by-laws, and shall, if necessary, engage employees or consultants as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay all other expenses necessary or incidental to the conduct or carrying on of its business.

ASSOCIATION:
Taxes and
Assessments:

Each Owner shall be obligated to pay the taxes or assessments assessed by the County Assessor against his own residence site, or personal property. The Declarants or Association shall not be liable for any General or Special tax levied against any residence.

ASSESSMENTS & LIENS:
General Assessments:

Each Owner shall pay to the Association, the assessments which shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of the property. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

**ASSESSMENTS & LIENS:
Basis and Operating
Fund:**

All assessments made by the Association must be approved by 2/3 of the Owners and shall be charged to each owner in the same ratio that the lots or fractional lots owned by the Owner bear to all lots in the platted blocks of the subject property which are owned by Owners other than the Declarants.

At the time of the organization of the Association, each Owner other than the Declarant shall pay \$100.00 per lot or prorata portion thereof for each fractional lot owned by the Owner to the Association and thereafter each transferee of a lot or fractional lot from the Declarant shall on the date of such transfer pay to the Association \$100.00 per lot or a prorata portion thereof for each fractional lot so transferred to be used as an operating fund for the Association.

**ASSESSMENTS & LIENS:
Special Assessments:**

The Association may, from time to time, at a regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against each residence site for the operation of the Association and the operation, maintenance, care and improvement of such property. In addition, the Association shall have the authority to establish and fix a special assessment on any residence site to secure the liability of the Owner of such residence site to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessment shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association and shall thereafter bear interest until paid in full at a rate to be established by the Association Board of Directors.

ASSESSMENTS & LIENS:
Levys and Fines:

Any such assessment by the Association Board of Directors shall be subordinated to and junior to any first mortgage of record or to be placed of record of the residence or residence site.

The Association by three-fourths vote of its governing body shall have the power to levy fines up to and including \$100.00 against any Owner who has breached or threatens to breach any of the provisions of this Declaration or By-laws of the Association.

ARTICLE VIII

RESTRICTIVE COVENANTS:
Binding:

These restrictive covenants shall run with the land and be binding upon the undersigned and their successors in title and their respective heirs, successors and assigns.

If the parties hereto, or any of them, or their successors in title, or their heirs, successors or assigns, shall violate or attempt to violate any of the restrictive covenants herein set out, it shall be lawful for any other person or persons owning any portion of said addition to prosecute in any court of competent jurisdiction, any proceedings at law or in equity against the person or persons so violating or attempting to violate any such restrictive covenants, either for the purposes of preventing him or them from so doing, or to recover damages for such violation.

Invalidation of any one of said restrictive covenants by the judgement of any court of competent jurisdiction shall in no way affect any of the other provisions, which other provisions shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed the above document
this 17th day of October, 1978.

Chal H Brodie
Charles H. Brodie

Mary V. Brodie
Mary V. Brodie

Everett A. Harden
Everett A. Harden

F. Elizabeth Harden
F. Elizabeth Harden

SUNFLOWER DEVELOPERS, INC.

Mary V. Brodie
Secretary - Mary V. Brodie

Chal H Brodie
By Charles H. Brodie, President

STATE OF KANSAS, SEDGWICK COUNTY, ss.

BE IT REMEMBERED, That on this 17th day of October A.D. 1978 before me,
the undersigned, a Notary Public in and for the County and State aforesaid, came

Charles H. Brodie and Mary V. Brodie, husband and wife
Everett A. Harden and F. Elizabeth Harden, husband and wife

personally known to me to be the same persons who executed the within instrument
of writing and such persons 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: May 6, 1981

Sharon R. Machacek
Notary Public

Sharon R. Machacek
STATE NOTARY PUBLIC
SEDGWICK COUNTY, KANSAS
MY APPT. EXP. 5/6/81

STATE OF KANSAS)
Sedgwick COUNTY) ss.

Now of this 17th day of October, 1978, before me the undersigned, a
Notary Public in and for said County and State, personally came Charles H. Brodie,
President of Sunflower Developers, Inc, to me personally known to be the identical
person who executed the above and foregoing instrument of writing, and duly
acknowledged the execution of the same as the act and deed of said company.

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

Sharon R. Machacek
Notary Public

My commission expires: May 6, 1981

Sharon R. Machacek
STATE NOTARY PUBLIC
SEDGWICK COUNTY, KANSAS
MY APPT. EXP. 5/6/81

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 77-161 Name WESTLINK LAKES ESTATES
Application & Sketch Filed: 12-6-77
Preliminary Plat Filed: 12-6-77 Approved by S/D: 1-26-78
Final Plat Filed: 5-8-78 Approved by S/D: 5-18-78
Approved by Metropolitan Area Planning Commission: 5-25-78

DESCRIPTION

General Location: on the east side of Maize Road and south of 11th Street.

Surveyor or Engineer: Baughman Company
Owner: Charles H Brodie
Address: 106 E. 2nd St., Wichita, Ks. 67202

- | | | | |
|-------------------------------|---|-----------------------|------------------------|
| 1. Gross Acreage of Plat | 22 | 6. Access Control | |
| 2. Number of Lots: | | St. Maize Road | No. Openings 0 |
| Residential | 41 | St. _____ | No. Openings _____ |
| Commercial | _____ | St. _____ | No. Openings _____ |
| Industrial | _____ | 7. Req'd Improvements | |
| Other | _____ | St. Paving | Req'd. Water Req'd. |
| Total Number of Lots: 41 | | Sidewalk | Req'd. Drainage Req'd. |
| 3. Minimum Lot Area: | 0.22 Acres | Sewer | Req'd. Other None |
| 4. Existing Zoning | "AA" | | |
| 5. Special Problems Discussed | The applicant was unable to obtain a valid paving petition for the portion of 11th Street adjacent to the plat. | | |

Valid petitions have been submitted guaranteeing the paving of all streets except 11th; extension of sanitary sewer and City water to serve all lots and installation of storm water sewer, an irrevocable letter of credit has been submitted guaranteeing drainage channel improvements. A sidewalk acknowledgement has been submitted acknowledging that sidewalks are required on all streets. A Certificate has been submitted certifying the Planning Commission Recommendation: petitions.

That this plat be approved subject to:

A. The applicant shall submit for recording a homeowners Association agreement which contains provisions for the improvement and continued maintenance of the private open space areas.

B. Recording of the plat within 30 days after approval by the Board of City Commissioners. Bell moved and Cole seconded and it carried unanimously.

NOTE: The paving petition which covers all the streets within the plat is a 75% petition because property owners adjoining Harvest Court did not sign the petition. Appropriate notices have been sent to the affected property owners.

→ Valid petition for 11th St. submitted 10-26-78

ACTION: Receive and file the irrevocable letter of credit, approve the petitions and instruct the Director of Law to prepare the necessary resolutions, and instruct the City Clerk to file the certificate and sidewalk acknowledgement with the Register of Deeds, the publication and filing costs of which shall be billed to the applicant; and approve the plat as approved by the Metropolitan Planning Commission, authorize the Mayor to sign, and instruct the Planning Department to withhold release of the plat tracing for recording until the Homeowners Association Agreement has been submitted.



PHILLIPS PETROLEUM COMPANY

OKLAHOMA CITY, OKLAHOMA 73102
SUITE 1270, 101 PARK AVENUE BUILDING

REAL ESTATE AND INSURANCE



October 18, 1978

File: LRW 1-45-21 & 21A
Westlink Lakes Estates

Mr. Charles H. Brodie
Sunflower Contractors
106 East Second Street
Wichita, KS 67202

Dear Mr. Brodie:

This will respond to your letter dated July 25, 1978, concerning the development of Westlink Lakes Estates a subdivision of West Wichita.

Our operating department has advised that the proposed development will not affect our pipeline. Our field personnel will inspect the pipeline in the near future and will perform some minor maintenance work to insure its safe operation in this area. Let me emphasize that no construction activities should take place on our pipeline right of way. If your development plans should change in any way, please be sure to contact us so that we can determine if the easement area will be affected.

Thank you for your cooperation and assistance in this matter. If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

Gene F. Deaton

sd

CERTIFICATE

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

I, Charles H. Brodie, owner of
(give name of proposed plat, if appropriate) Westlink Lakes Estates

do hereby certify that petitions for the following improvements
have been submitted to the Board of Commissioners of the City of
Wichita, Kansas:

1. Street paving
2. Sanitary sewer
3. Water service
4. Storm sewers
5. NOTE: In streets, underground pipe on east side of Deneen
on plat only. Ditch on Maize to be handled by developers.
- 6.
- 7.

As a result of the above-mentioned petitions for
improvements, lots or portions thereof within Westlink Lakes
Estates Addition may be subject to special
assessments assessed thereto for the cost of constructing the
above-described improvements.

Signed this 28 day of June, 19 78.

Charles H. Brodie et al

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

Be it remembered that on this 28th day of June,
19 78, before me, a notary public in and for said County and State,
came Charles H. Brodie, to me personally
known to be the same person who executed the foregoing instrument
of writing and duly acknowledged the execution of same.

In Testimony Whereof, I have hereunto set my hand and
affixed my notarial seal the day and year above written.

Sharon R. Machacek
Notary Public

My Commission Expires:
May 6, 1981

T9-207

Sharon R. Machacek
STATE NOTARY PUBLIC
SEDGWICK COUNTY, KANSAS
MY APPT. EXP. 5-6-81

IRREVOCABLE LETTER OF CREDIT
CENTRAL BANK AND TRUST
3433 E. Central Wichita, Ks. 67208
(Name and address of bank)

Date: October 16, 1978

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 16,000.00 for the account of Sunflower Developers, Inc.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before January 31, 1979 (6)
(Insert date two years from MAPC approval of plat)

1. Completion of a drainage channel along East side of Maize Road at Harvest Lane.
2. Place 250 yards (approx.) of riprap at channel curve.
- 3.

in Westlink Lakes Estates, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under _____
CENTRAL BANK & TRUST, Credit No. 75, dated Oct. 16, 1978.
(Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before April 2, 1979
(insert a date at least 60 days after the date on line 6)

Very truly yours,

CENTRAL BANK & TRUST
(Name of bank)

By: 
(Authorized signature) P. R. Mullen,
Sr. V.P.

(CORPORATE SEAL)

79

SEDGWICK COUNTY TREASURER.
 COURTHOUSE, WICHITA, KS. 67203
 SALE/REDEMPTION N^o 77-05434

DATE: 8-27-78

PAYER: Herbert C Reed et ux
 HAS THIS DAY PAID TO COUNTY TREASURER
 FOR THE REDEMPTION OF THE REAL ESTATE
 DESCRIBED BELOW FROM THE SALE OF THE
 FIRST TUESDAY IN SEPTEMBER, 1978

HERBERT C REED ETUX
 1118 N MAIZE RD
 WICHITA KS

COUNTY TREASURER LOU
 BY _____

BEG SW COR NW1/4 SEC 17 N 870 FT E
 400.55 FT S 870 FT W TO BEG SEC
 167-227-78 SA 379.62 6.87

77-RE-17-C199-05-3
 DE -00218-0001-
 SALE 386.49 R606 600424

*Paid By
 [Signature]*

CA
 CK
 TAX
 CHG

INT. AFTER SALE
 TOTAL
386.49

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT & ADV BEFORE SALE	SALE AMOUNT
379.62		379.62	5.62 1.25 <u>6.87</u>	386.49

IF PROPERTY OWNER OR MAILING ADDRESS IS INCORRECT, ADVISE THE COUNTY CLERK'S OFFICE.

Company, at its own cost and without undue delay, shall provide for the defense

Company shall reimburse such insured for any expense so incurred.

SCHEDULE A

word proof of taken paid

Amount of Insurance: \$ 110,000.00

Policy No. **0** 44153

Date of Policy: August 25, 1978

1. Name of Insured: Sunflower Developers, Inc.

2. The estate or interest referred to herein is at Date of Policy vested in:

Sunflower Developers, Inc.

3. The estate or interest in the land described in Number 4 below and which is covered by this policy is:

Fee Simple

4. The land referred to in this policy is situated in the State of Kansas, County of Sedgwick, and is described as follows:

See Exhibit "A" attached

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. Mortgage dated August 11, 1978, by Sunflower Developers, Inc., as mortgagor, in favor of The Fidelity Savings Association of Kansas, as mortgagee, for the principal sum of \$110,000.00, recorded August 23, 1978, as Document No. 400519, Film 322, Page 1088.
2. Right-of-Way in favor of Kansas Gas and Electric dated June 20, 1952, given for the purpose of construction and maintenance of transmission lines, said easement being recorded in Misc. Book 291 at Page 145.
3. Right-of-Way Contract in favor of Phillips Pipe Line Company, given for the purpose of construction and maintenance of pipe lines, said easement being recorded in Misc. Book 98 at Page 153.
4. Easement in favor of Phillips Pipe Line Company dated December 5, 1930, given for the purpose of construction and maintenance of a telephone and telegraph line, said easement being recorded in Misc. Book 98 at Page 152.
5. Temporary Easement given in favor of the City of Wichita dated October 7, 1974, for use during the construction of a drainage system, said easement being recorded in Film 122 at Page 1021.

*2nd of Aug
"Fidelity
Savings
Assn"*

EXHIBIT A

A tract in the North Half of the West Half of the West Half of the Southwest Quarter (N $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 17, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas, except the South 462 feet thereof, and except a parcel within said tract described as commencing at the Northeast Corner thereof; thence South along the East line of said W $\frac{1}{2}$ of the W $\frac{1}{2}$ 197.47 feet; thence Southwesterly with a deflection to the left of 59°, 140 feet for a place of beginning; thence continuing Southwesterly on the last described line, 130 feet; thence Southeasterly at right angles, 105 feet; thence Northeasterly at right angles, 130 feet; thence Northwesterly 105 feet to beginning, together with the right of ingress and egress over and across the following described tract: Beginning at a point 156.64 feet South of the Northeast Corner of said W $\frac{1}{2}$ of the W $\frac{1}{2}$; thence South along the East line of said W $\frac{1}{2}$ of the W $\frac{1}{2}$, 35 feet; thence Southwesterly with a deflection to the left of 59°, 143 feet; thence Southeasterly at right angles, 5 feet; thence Southwesterly at right angles 70 feet; thence Northwesterly at right angles, 35 feet; thence Northeasterly to beginning.

SCHEDULE A

*new proof
of loss paid*

Amount of Insurance: \$ 137,800.00

Policy No. 0-34387

Date of Policy: January 24, 1978 (7:00 A.M.)

1. Name of Insured: Sunflower Developers, Inc.

2. The estate or interest referred to herein is at Date of Policy vested in:

Sunflower Developers, Inc.

3. The estate or interest in the land described in Schedule C and which is covered by this policy is:

Fee Simple

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

Part Two:

1. The lien of General Taxes for the year 1978 and subsequent years.
2. The lien of any Special Taxes or Assessments entered after the date hereof.
3. Rights claimed in appliances or personal property attached or unattached to the real estate or buildings.
4. The lien of judgments entered or accrued in action D-28606, Nancie J. Harden v. Everett A. Harden, In the District Court of Sedgwick County, Kansas, with respect to the following items:
 - (a) \$4,000.00 payment to be made by defendant to plaintiff pursuant to paragraph 2. (Division of Property) of the marital settlement agreement filed in said action and incorporated in the decree.
 - (b) September 1976 child support delinquency- \$137.00.
 - (c) October 1976 child support delinquency - \$137.00.

PART TWO
SCHEDULE B - SECTION XX
(Continued)

5. Right-of-Way Easement in favor of Phillips Pipeline Company for the construction and maintenance of an oil and gas line over and through said property, recorded in Book of Misc. 98, Page 148. Partial releases of said Easement have been recorded in Misc. Book 363, Page 165, and Misc. Book 449, Page 149.
6. Right-of-Way Easement in favor of Kansas Gas and Electric Company, dated June 20, 1952, for the construction and maintenance of a transmission line over and across the East 10 feet of the 870' x 400.55' tract (described in Schedule A 5 above) with additional rights for guy and anchor wires extending from the corner pole located approximately 30 feet North of the Southeast corner of said tract, said Easement being recorded in Misc. Book 291, Page 146. Also, Easement in favor of Kansas Gas and Electric Company, dated May 23, 1967, for the construction of an anchor with guy wires attached thereto, which guy wires were to extend East approximately 35 feet from a pole to be located approximately 3 feet North of and 39 feet East of the Southwest corner of said NW/4 17-27S-1W, said Easement being recorded in Misc. Book 602, Page 96.
- in street
n.o.w.* 7. Right-of-Way Agreement, dated October 21, 1964 in favor of Sedgwick County, Kansas, granting a Right-of-Way and Easement for highway purposes the East 10' of the West 40' of said tract in said NW/4. Said Easement is recorded in Misc. Book 553 at Page 4.
8. Permanent drainage easement in a 40' strip described in metes and bounds, and containing 11,800 sq. ft., more or less, and located in the Eastern portion of said tract. Said Easement is recorded in Misc. Book 59 at Page 448.
9. Mortgage dated September 30, 1978, by Everett A. Harden and F. Elizabeth Harden, husband and wife; Charles H. Brodie and Mary V. Brodie, husband and wife, and A. G. Van Nortwick and Margaret O. Van Nortwick, husband and wife, as mortgagors, in favor of Fidelity Investment Company, as mortgagee, for the principal sum of \$100,800.00, recorded January 3, 1978, as document 3-65530, Film 285, Page 131.

*that was
"Fidelity Savings
of Jan..."*

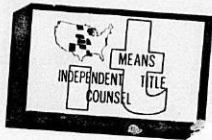
SCHEDULE C



The land referred to in this policy is situated in the State of Kansas, County
of Sedgwick and is described as follows:

A tract: Beginning at the Southwest corner of the Northwest Quarter (NW/4) of Section Seventeen (17), Township Twenty-Seven (27) South, Range One (1) West, Sedgwick County, Kansas; thence North 870 feet; thence East 400.55 feet; thence South 870 feet; thence West 400.55 feet to point of beginning, Sedgwick County, Kansas,

also described as: The West 400.55 feet of the South 870 feet of the NW/4 of Sec. 17, Township 27 South, Range 1 West, Sedgwick County, Kansas, being an eight (8) acre tract.



34380

POLICY OF TITLE INSURANCE

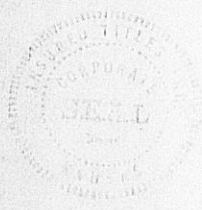
ISSUED BY

Insured Titles Inc.

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, INSURED TITLES, INC., a Kansas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. any defect in or lien or encumbrance on such title;
3. lack of a right of access to and from the land; or
4. unmarketability of such title.

IN WITNESS WHEREOF, Insured Titles, Inc. has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.



Insured Titles, Inc.

BY *George Skelton* PRESIDENT

ATTEST *Richard C. Harris* SECRETARY

Countersigned by: *[Signature]*

SCHEDULE OF EXCLUSIONS FROM COVERAGE

THE FOLLOWING MATTERS ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THIS POLICY:

1. ANY LAW, ORDINANCE OR GOVERNMENTAL REGULATION (INCLUDING BUT NOT LIMITED TO BUILDING AND ZONING ORDINANCES) RESTRICTING OR REGULATING OR PROHIBITING THE OCCUPANCY, USE OR ENJOYMENT OF THE LAND, OR REGULATING THE CHARACTER, DIMENSIONS OR LOCATION OF ANY IMPROVEMENT NOW OR HEREAFTER ERRECTED ON THE LAND, OR PROHIBITING A SEPARATION IN OWNERSHIP OR A REDUCTION IN THE DIMENSIONS OR AREA OF THE LAND, OR THE EFFECT OF ANY VIOLATION OF ANY SUCH LAW, ORDINANCE OR GOVERNMENTAL REGULATION.
2. RIGHTS OF EMINENT DOMAIN OR GOVERNMENTAL RIGHTS OF POLICE POWER UNLESS NOTICE OF THE EXERCISE OF SUCH RIGHTS APPEARS IN THE PUBLIC RECORDS AT DATE OF POLICY.
3. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS, OR OTHER MATTERS (a) CREATED, SUFFERED, ASSUMED OR AGREED TO BY THE INSURED CLAIMANT; (b) NOT KNOWN TO THE COMPANY AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO THE INSURED CLAIMANT EITHER AT DATE OF POLICY OR AT THE DATE SUCH CLAIMANT ACQUIRED AN ESTATE OR INTEREST INSURED BY THIS POLICY AND NOT DISCLOSED IN WRITING BY THE INSURED CLAIMANT TO THE COMPANY PRIOR TO THE DATE SUCH INSURED CLAIMANT BECAME AN INSURED HEREUNDER; (c) RESULTING IN NO LOSS OR DAMAGE TO THE INSURED CLAIMANT; (d) ATTACHING OR CREATED SUBSEQUENT TO DATE OF POLICY; OR (e) RESULTING IN LOSS OR DAMAGE WHICH WOULD NOT HAVE BEEN SUSTAINED IF THE INSURED CLAIMANT HAD PAID VALUE FOR THE ESTATE OR INTEREST INSURED BY THIS POLICY.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule C, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS - NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense

of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS - LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A; or

(iii) the actual value of the estate or interest of the insured claimant in the land described in Schedule C at the time the loss or damage insured against hereunder occurs undiminished by the defect, lien, encumbrance, or other matter insured against by this policy.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

(Continued on inside back cover)

SCHEDULE A

Amount of Insurance: \$ 75,000.00

Policy No. 34380

Date of Policy: September 30, 1977

1. Name of Insured: Everett A. Harden and F. Elizabeth Harden;
Charles H. Brodie and Mary V. Brodie

2. The estate or interest referred to herein is at Date of Policy vested in:

Everett A. Harden and F. Elizabeth Harden;
Charles H. Brodie and Mary V. Brodie

3. The estate or interest in the land described in Schedule C and which is covered by this policy is:

Fee Simple

SCHEDULE C

The land referred to in this policy is situated in the State of Kansas, County
of Sedgwick and is described as follows:

A tract in the N $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Sec. 17, Twp. 27S, R-1-W, Sedgwick County, Kansas, described as commencing at the N.E. Corner thereof; thence south along the east line of said W $\frac{1}{2}$ of the W $\frac{1}{2}$ 197.47 feet; thence southwesterly with a deflection to the left of 59°, 140 feet for a place of beginning; thence continuing southwesterly on the last described line, 130 feet; thence southeasterly at right angles, 105 feet; thence northeasterly at right angles 130 feet; thence northwesterly 105 feet to beginning, together with the right of ingress and egress over and across the following described tract: Beginning at a point 156.64 feet south of the N.E. Corner of said W $\frac{1}{2}$ of the W $\frac{1}{2}$; thence south along the east line of said W $\frac{1}{2}$ of the W $\frac{1}{2}$, 35 feet; thence southwesterly with a deflection to the left of 59°, 143 feet; thence southeasterly at right angles, 5 feet; thence southwesterly at right angles 70 feet; thence northwesterly at right angles 35 feet; thence northeasterly to beginning.



CONDITIONS AND STIPULATIONS

(Continued from inside front cover)

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without payment of this policy for endorsement of such amount unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to

apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule C consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment

does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its main office at 1435 Wichita Plaza Bldg., Wichita, Kansas, or to the office which issued this policy.

FOUR

PLEASE DO NOT FOLD OR MUTILATE

IMPORTANT - IF THIS STATEMENT IS \$10.00 OR LESS, IT MUST BE PAID IN FULL.		PLEASE CONTACT COUNTY ASSESSOR ON QUESTIONS ABOUT ASSESSED VALUATION		LEGAL DESCRIPTION BEG NE COR 1/2 D 1/2 SW 1/4 S 177.47 FT SWLY 240 FT FOR BEG 1/4 SWLY 120 FT SELY 105 FT NELY 120 FT NWLY 105 FT TO BEG SEC 17-27-1-N 1977 REAL ESTATE 2-2-78			
PLEASE RETURN ALL COPIES OF THIS STATEMENT. DUE NOV. 1, FIRST HALF DELINQUENT DEC. 21, SECOND HALF DELINQUENT JUNE 21, WITH INTEREST AT 10% PER ANNUM		77-RC-00-0002-02-2-0 DE-00020-0-01-0000 00-00 CHARLES BRODIE ETAL Z H & B ENTERPRISES 106 C-2ND WICHITA KS 67202		MAKE CHECKS PAYABLE TO SEDGWICK COUNTY TREASURER WICHITA, KANSAS 67203 PH. (316) 268-7651			
PLEASE INDICATE ANY CHANGE OF ADDRESS		DATE 2-2-78		INTEREST 370.28		PAID 370.28 6078 632748	
VALUATION	MILL LEVY	GENERAL TAX	SPECIAL TAX	TOTAL TAX	FIRST HALF	SECOND HALF	1977 REAL ESTATE TAX
9,520	77.791	740.57		740.57	370.28	370.29	

SEC 17-27-1-N
 6-20-78
 (Charles Brodie)

TWO

PLEASE DO NOT FOLD OR MUTILATE

IMPORTANT - IF THIS STATEMENT IS \$10.00 OR LESS, IT MUST BE PAID IN FULL.		PLEASE CONTACT COUNTY ASSESSOR ON QUESTIONS ABOUT ASSESSED VALUATION		LEGAL DESCRIPTION BEG NE COR 1/2 1/2 SW. S. 197.47 Ft SWLY 140 Ft FOR BEG 1/4 SWLY 120 FT SELY 105 FT NELY 120 FT NWLY 105 FT TO BEG SEC 17-27-1-N. 1977 Real Estate 2-2-78			
PLEASE RETURN ALL COPIES OF THIS STATEMENT. DUE NOV. 1, FIRST HALF DELINQUENT DEC. 21, SECOND HALF DELINQUENT JUNE 21, WITH INTEREST AT 10% PER ANNUM		77-RC-00-0002-02-2-0 DE-00020-0-01-0000 00-00 CHARLES BRODIE ETAL Z H & B ENTERPRISES 106 C-2ND WICHITA KS 67202		MAKE CHECKS PAYABLE TO SEDGWICK COUNTY TREASURER WICHITA, KANSAS 67203 PH. (316) 268-7651			
PLEASE INDICATE ANY CHANGE OF ADDRESS		DATE 2-2-78		INTEREST 370.28		PAID 370.28 58448 609668	
VALUATION	MILL LEVY	GENERAL TAX	SPECIAL TAX	TOTAL TAX	FIRST HALF	SECOND HALF	1977 Real Estate Tax BRC
9,520	77.791	740.57		740.57	370.28	370.29	

MICROFILMED
 FROM THE BEST
 AVAILABLE COPY

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE September 29, 1978

TO Jack H. Galbraith, Chief Planner

FROM Bill H. Otten, Chief Engineer-Water Engineering

SUBJECT Westlink Lakes Estate Addition

The plattors of Westlink Lakes Estate Addition have submitted a valid 100% petition for a water benefit district to serve this plat. Therefore, our requirements for water service to this area have been fulfilled. The petition and resolution will be placed on the City Commission Agenda for approval at your discretion.

Bill H. Otten

Bill H. Otten, Chief Engineer
Water Engineering Division

BHO:sd



KANSAS GAS AND ELECTRIC COMPANY

Newby

September 14, 1978

Metropolitan Area Planning Commission
455 North Main
Wichita, Kansas 67201

Subject: Westlink Lakes Estates

Dear Mr. Newby:

This is to advise that satisfactory arrangements have been made for relocation of our existing facilities in subject plat.

KG&E The Electric Company has no further objections to recording the plat.

Sincerely yours,

Robert L. Blevins
Senior Estimator

RLB:pv



May 25, 1978

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 77-161 - Final plat of Westlink Lakes Estate

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on May 25, 1978, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of May 19, 1976.

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. Compliance with the requirements of the Metropolitan Area Planning Department.
- 9-26 2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 9-26 3. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the platlor.
4. $\frac{1}{3}$ Certification that all taxes due and payable for 1977 and prior years have been paid.

If you have any questions, please call.

Yours very truly,

JHG:dh

Jack H. Galbraith
Chief Planner

cc: Chas. H. Brodie, 106 E 2nd, 67202
Dean Sellers, Assistant City Engineer

May 19, 1978

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 77-161 Final plat of Westlink Lakes Estate

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, May 18, 1978, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

A. The references to access control along Suncrest Avenue, shall be deleted from the plat.

B. The applicant shall request annexation of this property. Approval of the plat will be subject to this annexation.

annexed 8-25-78
9-29-78. The applicant shall extend sanitary sewer and City water to serve all lots being platted.

10-24-78 *platted*
The applicant shall guarantee the paving of all interior streets being platted.

10-26-78 *platted*
The applicant shall guarantee the underground storm sewer system required through Blocks 1 and 2. Appropriate storm sewer easements, as designated by the Department of Public Works, shall be shown on the plat.

F. Reserve "A" shall be used for recreation, drainage and utilities and shall be thus specified in the plat^{OK}'s text on the final plat. A Homeowner's Association shall be established which provides for the maintenance of Reserve "A". Said Homeowner's agreement shall also contain a provision or clause which will assure that the City can, upon proper notice and hearing, cause necessary maintenance to be done to said area and the cost thereof assessed to the benefiting properties in the event the Homeowner's Association fails to do so.

- 10-5-78*
- G. Appropriate minimum pad elevations of 1335 shall be shown on the lots adjacent to Reserve A.
 - H. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits. Walks will be required on both sides of all interior streets.
 - I. Easements as shown on the marked "engineer's copy" of the plat shall be indicated on the tracing.
 - J. The applicant shall attempt to obtain a valid paving petition for 11th street adjacent to the plat.
 - K. Hickory Circle shall be relabeled as Toh-N-Hah ~~Truck~~ Court.
 - L. Complete access control to Maize Road shall be indicated on Reserve "A" and the Drainage Dedication.
 - M. The applicant shall file a separate vacation request for vacating 11th Street west of Denene Lane. Approval of this plat as drawn will be subject to the completion of this vacation request. *V-0916*
 - 9-14-78* N. The applicant shall make satisfactory arrangements with K.G. and E. for the relocation of the electric line which diagonally crosses Block 3 and 5 and for the release of the easement. *T-14-78 Returns called to say O.K.*
 - O. All corner lots shall show at least a 25-foot front yard building setback and a 15-foot side yard building setback.
 - P. Any raising or lowering, relocation or encasement of the pipeline required by the platting of this property shall be at the sole expense of the applicant. *in as long as ponds are not more than 30 feet shall*
 - Q. The applicant shall contact the Flood Control Office relative to recent legislation which may exempt from State approval the reconstruction of the ponds, and concerning the appropriate guarantee which shall be submitted for the drainage improvements on the plat.
 - R. 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. 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, May 25, 1978, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:et

cc:

Dean Sellers, Assistant City Engineer
Charles H. Brodie, 106 E. 2nd St., Wichita, Kansas 67202

May 12, 1978

Mr. Dean Kennedy
990 Valleyview
Wichita, Kansas 67212

Re: S/D 77-161 Westlink Lakes Estate

Dear Mr. Kennedy:

This is to advise you that the final plat of Westlink Lakes Estates has been submitted and will be considered by the Subdivision Committee of the Metropolitan Area Planning Commission at a meeting on Thursday, May 18, 1978, beginning at 1:00 p.m. in the Board Room, First Floor, City Hall, 455 North Main, Wichita, Kansas.

If you have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:et

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-161 Name Westlink Lakes Estate
Date Application Rec'd. 12-6-77 Preliminary Approval 1-26-78
Scheduled S/D Meeting 5-18-78

DESCRIPTION

General Location 1/2 mile south of 13th Street North on the east side of
Maize Road.
Owner Charles H. Broadie
Surveyor/Engineer Baughman Company
Address 330 Laura (67211) Phone 262-7271

- | | |
|--|--|
| 1. Gross Acreage of Plat <u>22</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>60</u> R/W <u>2250</u> ft. |
| Residential <u>41</u> | b. <u>50</u> R/W <u>1810</u> ft. |
| Commercial _____ | c. <u>10</u> R/W <u>350</u> ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>41</u> | TOTAL <u>4410.0</u> ft. |
| 3. Minimum Lot Frontage <u>52</u> ft. | 8. Sidewalk adjacent to all
streets? <u>yes</u> <u>x</u> no |
| 4. Minimum Lot Area <u>9600</u> ft. | |
| 5. Existing Zoning <u>R-1 (County)</u> | |
| 6. Proposed Zoning <u>AA(City)</u> | |
| 9. Public Water Supply <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) _____ | |
| 12. City of Wichita _____: Three-Mile Area _____ (Yes-No)
Annexation to be requested. | |

STAFF COMMENTS:

- A. The references to access control along Suncrest Avenue, shall be deleted from the plat.
- B. The applicant shall request annexation of this property. Approval of the plat will be subject to this annexation.
- C. The applicant shall extend sanitary sewer and City water to serve all lots being platted.
- D. The applicant shall guarantee the paving of all interior streets being platted.
- E. The applicant shall guarantee the underground storm sewer system required through Blocks 1 and 2. Appropriate storm sewer easements, as designated by the Department of Public Works, shall be shown on the plat.
- F. Reserve "A" shall be used for recreation, drainage and utilities and shall be thus specified in the plat's text on the final plat. A Homeowner's Association shall be established which provides for the maintenance of Reserve "A". Said Homeowner's agreement shall also contain a provision or clause which will assure that the City can, upon proper notice and hearing, cause necessary maintenance to be done to said area and the cost thereof assessed to the benefiting properties in the event the Home Owner's Association fails to do so.
- G. Appropriate minimum pad elevations shall be shown on the lots adjacent to Reserve A. The Flood Control Office shall be contacted regarding these pad elevations.
- H. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits. Walks will be required on both sides of all interior streets.

- I. The applicant shall file a separate vacation request for vacating 11th Street west of Denene Lane. Approval of this plat as drawn will be subject to the completion of this vacation request.
- J. The applicant shall make satisfactory arrangements with KG&E for the relocation of the electric line which diagonally crosses Block 3 and 5 and for the release of the easement.
- K. All corner lots shall show at least a 25-foot front yard building setback and a 15-foot side yard building setback.
- L. Any raising or lowering, relocation or encasement of the pipeline required by the platting of this property shall be at the sole expense of the applicant.
- M. It may be necessary to obtain state approval for reconstruction of the ponds, and guarantees for the work, as related to the overall drainage, may be required.
- N. Recording of the plat within 30 days after approval by the Board of City Commissioners.

2-1-78

Checked with Dick Linn on meeting held Monday Jan 30 at 4 p.m. to discuss routing of ~~the~~ drainage along Maize Rd.

Dick advised that the property owners west of Maize were not at the meeting, just their attorney and engineer. So there was general agreement to run the drainage west of Maize, but not definite on this until the property owners have responded.

Dick also said when the issue is finally ~~settled~~ ~~settled~~ resolved, a study will still have to be done to determine how much of remaining drainage will have to be carried east of Maize Road.

Called Bill Korber to advise him of this on 2-1-78.

4-14-78 - Max Green - Flood Control advises drainage is to go west of Maize Road & Eng is now drawing up plan for R-O-W acquisition.

Chuck Brodie - called on 4-14-78, advised him that it was ok to submit the final plat.

January 30, 1978

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 77-161 Preliminary plat of Westlink Lakes Estate
Gentlemen.

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, January 26, 1978, 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 references to access control along Suncrest Avenue, shall be deleted from the plat.
 - B. Approval of the preliminary plat is subject to approval of the relocation of the drainage to run in a channel west of Maize Road.
 - C. The applicant shall request annexation of this property. Approval of the plat will be subject to this annexation.
 - D. The applicant shall extend sanitary sewer and City water to serve all lots being platted.
 - E. The applicant shall guarantee the paving of all interior streets being platted.
 - F. The applicant shall guarantee the underground storm sewer system required through Blocks 1 and 2. Appropriate storm sewer easements, as designated by the Department of Public Works, shall be shown on the plat.
- still need* ~~*~~ Reserve "A" shall be used for recreation, drainage and utilities and shall be thus specified in the plat's text

on the final plat. A Homeowner's Association shall be established which provides for the maintenance of Reserve "A". Said Homeowner's agreement shall also contain a provision or clause which will assure that the City can, upon proper notice and hearing, cause necessary maintenance to be done to said area and the cost thereof assessed to the benefiting properties in the event the Home Owner's Association fails to do so.

- H. Appropriate minimum pad elevations shall be shown on the lots adjacent to Reserve A. The Flood Control Office shall be contacted regarding these pad elevations.
- I. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits. Walks will be required on both sides of all interior streets.
- J. The applicant shall file a separate vacation request for vacating 11th Street west of Denene Lane. Approval of this plat as drawn will be subject to the completion of this vacation request.
- K. The applicant shall make satisfactory arrangements with KG&E for the relocation of the electric line which diagonally crosses Blocks 3 and 5 and for the release of the easement.
- L. If the pool on Lot 1, Block 2 is to remain, then the alignment of Denene should be revised slightly or a minor street privilege may be necessary. The sheds and barn on other lots being platted should be removed prior to recording of the plat.
- M. All corner lots shall show at least a 25-foot front yard building setback and a 15-foot side yard building setback.
- N. Any raising or lowering, relocation or encasement of the pipeline required by the platting of this property shall be at the sole expense of the applicant.
- O. It may be necessary to obtain state approval for reconstruction of the ponds, and guarantees for the work, as related to the overall drainage, may be required.
- P. 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.
- Q. Requirements for a final plat (see pages 20-25, Part 4,

Article 5 of the MAPC Subdivision Regulations).

Enclosed herewith is the "marked" copy of the preliminary plat for your information and files.

If you should have any questions concerning this matter, please call.

Sincerely

Curtis L. Newby
Junior Planner

CLN:et

cc:

Dean Sellers, Assistant City Engineer
M. S. Mitchell, Flood Control
Charles E. Brodie, 106 East 2nd Street, Wichita, Kansas 67202

REVISED PRELIMINARY
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-161 Name Westlink Lakes Estate
Date Application Rec'd. 12-6-77 Preliminary Approval _____
Scheduled S/D Meeting 1-26-78

DESCRIPTION

General Location 1/2 mile south of 13th Street North on the east side of Maize Road

Owner Charles H. Broadie

Surveyor/Engineer Baughman Company

Address 330 Laura (67211) Phone 262-7271

1. Gross Acreage of Plat 22
2. Number of Lots:
 - Residential 44
 - Commercial _____
 - Industrial _____
 - Other _____
3. Minimum Lot Frontage 52 ft.
4. Minimum Lot Area 9,600.0 ft.
5. Existing Zoning R-1 (County)
6. Proposed Zoning AA (City)
7. Lineal Feet of New Streets:
 - a. 60 R/W 2250 ft.
 - b. 50 R/W 1810 ft.
 - c. 10 R/W 350 ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
8. Sidewalk adjacent to all streets? yes X no
- Total Number of Lots 44
- TOTAL 4410.0 ft.
9. Public Water Supply yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers yes (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) _____ (Yes-No)
12. City of Wichita _____: Three-Mile Area
Annexation to be requested.

STAFF COMMENTS:

- A. The applicant shall request annexation of this property. Approval of the plat will be subject to this annexation.
- B. The applicant shall extend sanitary sewer and City water to serve all lots being platted.
- C. The applicant shall guarantee the paving of all interior streets being platted.
- D. The applicant shall guarantee the underground storm sewer system required through Blocks 1 and 2. Appropriate storm sewer easements, as designated by the Department of Public Works, shall be shown on the plat.
- E. Reserve "A" shall be used for recreation, drainage and utilities and shall be thus specified in the plat's text on the final plat. A Homeowner's Association shall be established which provides for the maintenance of Reserve "A". Said Homeowner's agreement shall also contain a provision or clause which will assure that the City can, upon proper notice and hearing, cause necessary maintenance to be done to said area and the cost thereof assessed to the benefiting properties in the event the Home Owner's Association fails to do so.
- F. Appropriate minimum pad elevations shall be shown on the lots adjacent to Reserve A. The Flood Control Office shall be contacted regarding these pad elevations.
- G. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits. Walks will be required on both sides of all interior streets.

- H. The applicant shall file a separate vacation request for vacating 11th Street west of Denene Lane. Approval of this plat as drawn will be subject to the completion of this vacation request.
- I. The applicant shall make satisfactory arrangements with KG&E for the relocation of the electric line which diagonally crosses Blocks 3 and 5 and for the release of the easement.
- J. If the pool on Lot 1, Block 2 is to remain, then the alignment of Denene should be revised slightly or a minor street privilege may be necessary. The sheds and barn on other lots being platted should be removed prior to recording of the plat.
- K. All corner lots shall show at least a 25-foot front yard building setback and a 15-foot side yard building setback.
- L. Any raising or lowering, relocation or encasement of the pipeline required by the platting of this property shall be at the sole expense of the applicant.
- M. It may be necessary to obtain state approval for reconstruction of the ponds, and guarantees for the work, as related to the overall drainage, may be required.
- N. 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.
- O. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

January 19, 1978

Dean Kennedy
990 Valleyview
Wichita, Kansas 67212

Re: S/D 77-161 Revised Preliminary Plat of Westlink Lakes Estates

Dear Mr. Kennedy:

At the regular Subdivision Committee meeting of the Metropolitan Area Planning Commission on December 29, 1977, the above referenced plat was considered. The action of the Committee was to defer this plat for four weeks. This plat will appear on the agenda for the next meeting of the Subdivision Committee which will be on Thursday, January 26, 1978, at 1:00 p.m. in the Board Room, 1st Floor, City Hall, 455 North Main, Wichita, Kansas

If you have any questions regarding this matter, please call.

Sincerely,

Louise Olivarez
Junior Planner

LO:et

January 3, 1978

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 77-161 Preliminary Plat of Westlink Lakes Estate

Gentlemen:

At the regular Subdivision Committee meeting of the Metropolitan Area Planning Commission on December 29, 1977, the above referenced plat was considered. The action of the committee was to defer this plat for four weeks so that additional information could be acquired on the drainage. A revised preliminary should be submitted for the January 26, 1978, Subdivision Committee meeting. Revisions should include the extension of Harvest Lane to Maize Road and the realignment of Suncrest and Tah-N-Hah to eliminate some of the curves.

If you have any questions regarding this matter, please call.

Sincerely,

Louise Olivarez
Junior Planner

LO:et

cc:

Charles H. Brodie, 106 East Second Street, Wichita, Kansas 67202

THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public Works DATE Dec. 29, 1977
Maintenance

TO R. W. Bruggeman, Director of Public Works
FROM M. S. Mitchell

SUBJECT - Drainage Proposals, Westlink Lakes
Estate Addn.

Attached herewith are three plans for handling drainage of Swanson Tributary to Cowskin Creek through subject Addition. Recall that this tributary is also the outfall for the storm water sewer system which is presently under construction in Westlink 14th Addition and that the Engineering Division is in the process of surveying the Swanson Tributary west of Maize Road preparatory to acquisition of right-of-way for improvement as required by Westlink 14th Addition. Plan A summarizes the items of work which would have to be accomplished by the developer and by the City if the tributary remains in its present alignment. Since it would be some time before the City could reconstruct the two reinforced concrete box culverts under Maize Road and since the design storm would flood Maize Road due to the inadequacy of the existing downstream culvert we recommend that the subdivision plat set the minimum building pad elevation 3 feet higher than the expected overflow.

Plan B summarizes the major work items required if the tributary is diverted along the west side of Maize Road. Under this plan the preliminary plat submitted by the developer is an appropriate method of handling the drainage and no building pad elevations would be required.

A third plan (Plan C) has been proposed which would divert drainage from the storm sewer system in Westlink 14th directly to Cowskin Creek at the westerly portion of the quarter section west of Maize Road (Jaax property) and redirect to the diversion all drainage of that quarter section that could be accomplished by grading. The balance of drainage from the quarter section could then be easily handled by the existing Maize Road culverts and would require only a 70' dedication for drainage across Lots 4 thru 9 in Block 2, therefore leaving enough land east of Maize Road for two tiers of lots along Danene Lane. The floodway ponds which the developer proposes west of Block 3 and a 40' dedication off of the west edge of Block 5 would complete requirements for the drainage system.

Comparison of the cost estimates prepared by the City Engineer's office for the three plans shows Plan C to be the least expensive and the most effective and it is this plan that we recommend. The City Engineer advises that he thinks it would take the cooperation of the land owner west of Maize Road to accomplish either diversion plan and he recommends that the developer of subject Addition make every effort to obtain such cooperation.

If there are any questions, please advise.

M. S. Mitchell
M. S. Mitchell,
Ass't. Superintendent of Public Works Maint.

MSM/glm
cc: G. H. Wilton
attach.

Westlink Lakes Estate Addn. Plat File

ALTERNATE ROUTES
SWANSON TRIBUTARY TO COMSKIN CREEK

PLAN A -

Follow present alignment of Swanson Tributary.

Responsibility of Developer (Westlink Lakes Estate Addn.)

1. Dedicate right-of-way along east side of Maize Road (140'x1600' = 5 acres).	
2. Construct 30 foot bottom width channel, approximately 7 feet deep with 4:1 side slopes. (17,000 cubic yards excavation) (500 cubic yards riprap)	\$ 34,000 18,000
3. Lower three Phillips pipelines at channel crossing.	30,000
4. Extend 36" SMS a distance of 270 feet. (270 LF)	10,800
5. Require minimum building pad elevation of 1338 MSL for all lots adjacent to channel -	
6. Dedicate right-of-way for Harvest Lane (150'x60')	
Estimated Total	<hr/> \$ 92,800

Responsibility of City

1. Construct a box culvert (2 - 14'x5'x100') at each Maize Road crossing. These items would have to be included in CIP.	102,000
2. Construct a box culvert (2 - 14'x5'x60') at Harvest Lane.	31,000
3. Place 2000 cubic yards of riprap in channel at box culverts.	72,000
Estimated Total	<hr/> \$205,000

PLAN B -

Divert Swanson Tributary along an alignment immediately west of Maize Road.

Responsibility of Developer (Westlink Lakes Estate Addn.)

- | | |
|--|-----------|
| 1. Extend 36" SWS a distance of 440 feet.
(440 LF) | \$ 17,600 |
| 2. Dedicate Floodway as shown on Preliminary
Plat dated Dec. 1, 1977. | |
| 3. Dedicate right-of-way for Harvest Lane (150'x60') | |
| Estimated Total | \$ 17,600 |

Responsibility of City

- | | |
|---|-----------|
| 1. Acquire right-of-way along west side of Maize Road
(140'x1900' = 6.1 acres of which Park now owns
690'x140' or 2.1 acres. Balance to acquire
from two owners is 4 acres). | |
| 2. Construct 30 foot bottom width channel approximately
7 feet deep with 4:1 side slopes
(40,000 cubic yards excavation) | \$0,000 |
| 3. Place 1200 cubic yards of riprap in channel at
curves and culverts. | 43,200 |
| 4. Construct a box culvert (2 - 14x5x70') at
collector location (Jaax Drive) | 36,000 |
| 5. Lower three Phillips pipelines at channel crossing. | 30,000 |
| Estimated Total | \$189,200 |

PLAN C -

Divert Swanson Tributary to Cowskin Creek at a location west of Jaax house.

Responsibility of Developer (Westlink Lakes Estate Addn.)

1. Dedicate right-of-way along east side of Maize Road (70'x400' and 40'x300' = 1 acre).
2. Construct 10 foot bottom width channel on existing gradient with 4:1 side slopes. (3500 cubic yards excavation) \$ 7,000
3. Place 250 cubic yards of riprap at channel curve. (250 cubic yards) 9,000
4. Extend 36" SMS a distance of 270 feet. (270 LE) 10,800
5. Dedicate right-of-way for Harvest Lane (150'x60').
6. Dedicate Floodway as shown on Preliminary plat dated Dec. 1, 1977.

Estimated Total \$ 25,800

Responsibility of City

1. Construct a box culvert (1 - 6'x5'x60') at Harvest Lane. 18,000
2. Place 250 cubic yards of riprap in channel at Harvest Lane. (250 cubic yards) 9,000
3. Leave present Maize Road culverts as they are for drainage. When Maize Road is widened to four lanes, these box culverts can be extended - or replaced with smaller culverts if appropriate.

Estimated Total \$ 27,000

This has been included to the storm water retention

SCCD-CONS-5 (Rev 11/77)
 RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

Newby

PROPERTY NAME: Westlink Lakes Estate

DATE: 12-16-77

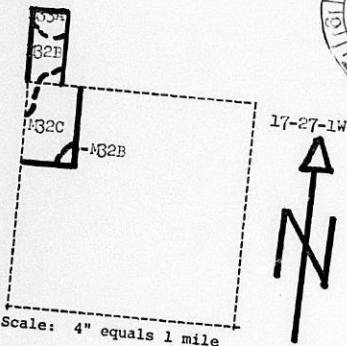
LOCATION: Generally located $\frac{1}{2}$ mile south of 13th St. North on the east side of
 Fraize Road.

MAILED TO: William Korber
 Baughman Company
 330 Laura
 Wichita, Kansas 67211

PREPARED BY: Larry L. Henry
 District Conservationist
 USDA-Soil Conservation Service
 4100 Maple, Wichita, Kansas
 942-8422 67209



REQUESTED BY: Wichita-Sedgwick County
 Metropolitan Area Planning
 Commission



Situation and/or Problems:

The Area is in grass and no problem exists at this time. But with construction this area can present some severe water erosions problems. This area is all Prime Farm Land.

Symbols

M33A

Blanket silt loam
 0 to 1% slopes
 Class I-1

M32B

Vanoss silt loam
 1 to 3% slopes
 Class IIe-1

M32C

Vanoss silt loam
 3 to 6% slopes
 Class IIIc-2

SOILS LEGEND

Brief Description

Deep, nearly level and gently sloping, well drained soils on bottomlands and terraces. These soils have slow runoff and moderate to high available water capacity. Permeability is moderate to moderately rapid.

Deep, gently sloping, well drained soils on terraces and uplands. These soils have medium runoff and high available water capacity. Permeability is moderate and moderately slow.

Deep, sloping, well drained soils on uplands. These soils have medium runoff and high available water capacity. Permeability is moderate and moderately slow.

SOIL INTERPRETATIONS

<u>Symbol</u>	<u>Soil</u>	<u>Item</u>	<u>Limitation</u>	<u>Reason</u>
M33A	Blanket silt loam	1) Shallow Excavations	Moderate	Too Clayey
		2) Dwellings	Moderate	Shrink - Swell Low Strength
		3) Roads & Streets	Severe	Low Strength
		4) Top Soil	Moderate	Thin Layer
M32B M32C	Vanoss silt loam	1) Shallow Excavations	Moderate	Too Clayey
		2) Dwellings	Moderate	Shrink-swell Low strength
		3) Roads & Streets	Moderate	Low strength
		4) Top Soil	Moderate	<u>Shrink-swell</u> Thin layer

RECOMMENDATIONS:

1. Disturb only the area needed for construction.
2. Temporarily stabilize each segment of graded or otherwise disturbed land, by seeding and mulching or by mulching alone. Permanently stabilize these areas as work on the land is completed. Both temporary and permanent stabilization practices are to be installed according to the Sedgwick County Conservation District standards and specifications.
3. Loose-pile material that is excavated for building construction purposes. Keep it loose-piled until it is used for foundation backfill or until the lot is ready for final grading and permanent vegetation.
4. Stabilize each lot within 60 days after work starts on home or other building construction.
5. Backfill, compact, seed and mulch trenches within 60 days after they are opened.

If you have any questions or if we can be of additional assistance, don't hesitate to call on us.

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-161 Name Westlink Lakes Estate
Date Application Rec'd. 12-6-77 Preliminary Approval
Scheduled S/D Meeting 12-29-77

DESCRIPTION

General Location 1/2 mile south of 13th Street North on the east side of
Maize Rd

Owner Charles H. Brodie
Surveyor/Engineer Baughman Company
Address 330 Laura Phone 262-7271

- | | |
|---|----------------------------------|
| 1. Gross Acreage of Plat <u>22 acres</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>60</u> R/W <u>2250</u> ft. |
| Residential <u>46</u> | b. <u>50</u> R/W <u>1810</u> ft. |
| Commercial _____ | c. <u>10</u> R/W <u>350</u> ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>46</u> | TOTAL <u>4410.0</u> ft. |
| 3. Minimum Lot Frontage <u>52</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>9,600.0</u> ft. | streets? <u>yes</u> <u>x</u> no |
| 5. Existing Zoning <u>R-1 (County)</u> | |
| 6. Proposed Zoning <u>AA (City)</u> | |
| 9. Public Water Supply <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | |
| 12. City of Wichita <u>Three-Mile Area</u>
Annexation to be requested. | |

STAFF COMMENTS:

- A. Harvest Lane is a designated collector and shall be designed to continue west to Maize Road.
- B. The applicant shall file a separate vacation request for vacating 11th Street west of Denene Lane.
- C. The alignment of Suncrest and Toh-N-Hah Trail shall be re-designed to eliminate some of the sharp curves. Hickory Lane shall be shortened and designated as Hickory Circle.
- D. ~~Maize Road is an F.X.S. road which requires 60 feet of half-street right-of-way.~~
- E. The applicant shall request annexation of subject property. Approval of the plat will be subject to this annexation.
- F. The applicant shall extend sanitary sewer and City water to serve all lots being platted.
- G. The applicant shall guarantee the paving of all interior streets being platted.
- H. The applicant shall guarantee the underground storm sewer system required thru parts of this plat.
- I. Drainage easements as required by the Department of Public Works shall be shown on the final plat.
- J. Appropriate minimum pad elevations shall be shown on the lots adjacent to the ponds.
- K. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests

are made for building permits. Sidewalks will be required on the south side of 11th Street and both sides of all interior streets being platted.

- L. A Homes Association agreement which contains provisions for the maintenance of Reserve A shall be submitted to the Planning Department for review and approval prior to forwarding the plat to the City Commission. The agreement will be recorded when the plat is recorded.
- 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. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

December 16, 1977

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 77-161 Preliminary Plat of Westlink Lakes Estate

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on December 15, 1977, the above captioned plat was considered. After a lengthy discussion on the drainage problems and alternatives, the Committee recommended that this plat be deferred for two weeks in order to give Public Works staff sufficient time to assemble cost estimates for the various drainage alternatives. This plat will be scheduled for the Subdivision Committee meeting to be held on Thursday, December 29, 1977, at 1:00 p.m. in the Board Room, First Floor, City Hall.

Although no action was taken on the design of the plat, the Planning staff recommended the extension of Harvest Lane west to Maize Road and the possible vacation of 11th Street west of Denene. Also, the alignment of Toh-N-Nah Trail should be revised to eliminate some of the many sharp curves. If you wish to discuss the street layout with Planning staff, we will be glad to meet with you.

Sincerely,

Louise Olivarez
Junior Planner

LO:et

cc:

Mr. and Mrs. Louis J. Sittler, Goddard, Kansas 67052
Mr. and Mrs. Carl Jaax, Jr., 100½ N. Maize Rd., Wichita, Ks 67212
Mr. Leo Wetta, Attorney at Law, 200 W. Douglas, Wichita, Ks 67202
Charles H. Brodie, 106 East 2nd St., Wichita, Kansas 67202

SMITH, SHAY, FARMER & WETTA

ATTORNEYS AT LAW
830 OLIVE W. GARVEY BUILDING
200 WEST DOUGLAS
WICHITA, KANSAS 67202

TELEPHONE
(316) 267-5293

PAUL V. SMITH (9000-1078)
DOUGLAS E. SHAY
WILLIAM C. FARMER
LEO F. WETTA
JACK FOCHT
DENNIS E. SHAY
ROGER D. HUGHEY
JACK REGGS
EDWARD J. HUND
ROBERT C. BROWN
CLARK V. OWENS II
MARK WETTA

December 8, 1977

Mr. Robert Lakin
Director of Planning
City Hall
455 N. Main Street
Wichita, Kansas 67202

In re: Drainage in area approximately 1/4 mile South,
intersection Maize Road and 13th Street.

Dear Mr. Lakin:

This firm represents Mrs. Lorraine Sittler, Goddard, Kansas, 67052
and Mr. Carl Jaax, Jr., 1001 Maize Road, Wichita, Kansas.

Mrs. Sittler owns the North half, and Mr. Jaax owns the South
half of the NE quarter of Section 18, Township 27 South, Range
1 West, Sedgwick County, Kansas.

The use of the above described real property is largely agricultural;
except for a small tract in the NE corner.

We have been advised that a preliminary plat has been filed with
the Subdivision Committee. It is our understanding that the pre-
liminary plat filed proposes that the natural drainage which crosses
Maize Road at a point approximately 1760' South of 13th Street be
changed and diverted so that the natural drainage will proceed
Southwardly along the West side of Maize Road, through a portion of
the NE 1/4 of Section 18.

I wanted to advise you and others that may be concerned that Mrs.
Sittler and Mr. Jaax are very much opposed to the idea that the
natural drainage be changed. As far as my clients are concerned
the present drainage should be maintained and any platting on the
opposite side of Maize Road be done accordingly.

*Note: Mr. Wetta was furnished
copy of the prelim plat &
information as to time & place
of hearing of the plat by
Jack Galbraith on 12-14-77*

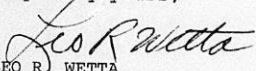


Page 2
Mr. Robert Lakin
December 8, 1977

Kindly advise me whether our present information is correct relative to the preliminary plat filed, as well as the hearing date on December 15, 1977. I would like to know the approximate hour that the Subdivision Committee will meet to consider the preliminary plat.

Thanks very much for advising me of the date and time concerning this matter.

Very truly yours,


LEO R. WETTA
of SMITH, SHAY, FARMER & WETTA

LRW/ds

cc: Mr. R. W. Linn
City Engineer

Mr. R. W. Bruggeman
Director of Public Works

Mr. Mitchell
Flood Control
City and County

Mr. and Mrs. Louis J. Sittler
Goddard, Kansas 67052

Mr. and Mrs. Carl Jaax, Jr.
1001 N. Maize Road
Wichita, Kansas 67212

December 8, 1977

Mr. and Mrs. Louis J. Sittler
Goddard, Kansas 67052

Re: S/D 77-161 Westlink Lakes Estate. Located east of Maize
Road approximately one half mile south of 13th Street.

Dear Mr. and Mrs. Sittler:

The owner of the above referenced property has filed a preliminary
plat of his twenty-two acres. The plat and related drainage prob-
lems will be discussed at the December 15th meeting of the Sub-
division and Utility Advisory Committee (agenda enclosed).

You may appear at this meeting if you so desire and discuss with
the members of the committee your concerns with the drainage
problems as they relate to your property on the west side of
Maize Road.

If you have any questions regarding this matter, please call
me at 268-4421.

Sincerely,

Louise Olivarez
Junior Planner

LO:et
Enclosure

cc:
Mr. Leo Wetta, Attorney at Law, 200 W. Douglas, Wichita, Ks 67202

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-161 Name Westlink Lakes Estate
Date Application Rec'd. 12/6/77 Preliminary Approval _____
Scheduled S/D Meeting 12-15-77

DESCRIPTION

General Location One half mile south of 13th Street North on the east side of Maize Road

Owner Charles H. Brodie

Surveyor/Engineer Baughman Company

Address 330 Laura Phone 262-7271

- | | | | |
|---|-----------------------|---|--|
| 1. Gross Acreage of Plat | <u>22</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>60</u> R/W <u>2250</u> ft. | |
| Residential | <u>46</u> | b. <u>50</u> R/W <u>1810</u> ft. | |
| Commercial | _____ | c. <u>10</u> R/W <u>350</u> ft. | |
| Industrial | _____ | d. _____ R/W _____ ft. | |
| Other | _____ | e. _____ R/W _____ ft. | |
| Total Number of Lots | <u>46</u> | TOTAL <u>4410.0</u> ft. | |
| 3. Minimum Lot Frontage | <u>52</u> ft. | 8. Sidewalk adjacent to all streets? <input checked="" type="checkbox"/> yes _____ no _____ | |
| 4. Minimum Lot Area | <u>9600.0</u> sq. ft. | | |
| 5. Existing Zoning | <u>R-1 (County)</u> | | |
| 6. Proposed Zoning | <u>AA (City)</u> | | |
| 9. Public Water Supply <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | | | |
| 10. Public Sanitary Sewers <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | | | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | | | |
| 12. City of Wichita _____: Three-Mile Area <u>X</u> | | | |

STAFF COMMENTS:

There are major drainage problems associated with the development of this property. Most of these twenty-two acres lie in the natural drainage basin for waters coming from the northeast and northwest. Development of this property will require underground storm sewer pipes, open ditch channelization, or the designation of an extensive floodway. This plat, as presently designed, assumes that the drainage waters will be diverted to the west side of Maize Road. Authorization to do this would require the approval by the City Commission of a storm water diversion project.

Before approval of any preliminary plat, a determination should be made of the method for handling the drainage. This will have a great influence on the design of the plat. Representatives of the Department of Public Works shall be prepared to discuss the drainage problems and alternate solutions.

Additional comments on plat design will be verbally presented after the drainage discussion.

Map No.: 4848
Section No.: 17
Twp. No.: 27
Range: 1W

S/D No. 77-161

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: WESTLINK LAKES ESTATE

General Location: 1/2 Mile South of 13th St. No. on the East side of Maize Rd.

Name of Property Owner: CHARLES H. BROOKE
Address: 106 E. 2ND. ST. Phone: 262-0031
Name of Subdivider: _____ Phone: _____
Address: _____ Phone: _____
Name of Agent/Surveyor: BALIGHMAN COMPANY
Address: 330 LAURA Phone: 262-7271
Date of Application: 10 DEC. 1977

SUBDIVISION INFORMATION:

- Gross Acreage of Plat 22 ACRES
- Number of Lots:
 - Residential 46
 - Commercial _____
 - Industrial _____
 - Other _____Total Number of Lots 46
- Minimum Lot Frontage 52' ft.
- Minimum Lot Area 9600.0 ft.
- Existing Zoning R-1 (County)
- Proposed Zoning AA (City)
- Lineal Feet of New Streets:
 - a. 60 R/W 2250 ft.
 - b. 50 R/W 1810 ft.
 - c. 10 R/W 350 ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.TOTAL 446.0 ft.
- Sidewalk adjacent to all streets? yes no
- Public Water Supply (Yes-No), Name City of Wichita
- Public Sanitary Sewers (Yes-No), Name City of Wichita
- Health Department Approval (where applicable) (Yes-No)
- City of Wichita Three-Mile Area

The owner herein agrees to comply with the Subdivision Regulations for the Wichita-Sedgwick County Metropolitan Area, as approved, and all other pertinent ordinances of the City of Wichita and/or Resolutions of Sedgwick County, Kansas, and Statutes of the State of Kansas. He further agrees that he waives the 60-day statutory period in which the Planning Commission or governing body must act. In addition, it is agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds, as well as all costs of publication of initiating resolutions approving any petition for improvements, such as streets, sewer, sidewalks, etc. shall be assumed and paid by the owner when billed. The undersigned further states that he is the owner of the property proposed for platting.

Owner's Signature: Charles H. Brooke

Wichita-Sedgwick County Metropolitan Area
Planning Commission, 10th Floor, City Hall,
455 North Main, Wichita, Kansas 67202.

Received by 185⁰⁰
Date 12-6-77
Fee Submitted 10.

FORM 225-1

PAYMENT NOTICE
City of Wichita

Bldg.	Use of Str.	Code Bks	Copies
Elec	Elev. Insp.	Hse Moving	L.C.
Mech	Boiler Insp.	Pav. Cuts	Cert.
Plbg	Exam Fees	Sewer	Elev.
Signs	Plan Fee	Cement	M.S.P.

DESCRIPTION	AMOUNT
-------------	--------

<i>subdivision recorded 1/45</i>	
<i>Wichita</i>	

NAME *H.B.*

ADDRESS

FUND <i>7103</i>	DUE DATE <i>1/6/77</i>
------------------	------------------------

COMMENTS

DATE <i>12-6-77</i>	BY <i>SL</i>
---------------------	--------------