

PLAT. NO. S/D 80-33 MAP NO. 5541

NAME RIVERSIDE FOURTH ADDITION

LOCATION: 1/4 mile north of 55th St. South, adjacent  
to the Riverside Drainage Canal.

ENGINEER Delamater, Freund & Associates

OWNER Robbins Realty

APPLICATION FILED 5-6-80

SKETCH PLAT FILED 5-6-80

PRELIMINARY FILED 5 30 80

S/D ACTION 6-2-80 approve

FINAL FILED 9-19-80

S/D ACTION 10 2 80 approve

MAPC ACTION 10-9-80 approve

BCC ACTION 12-2-80 Defered 2 weeks.

BCC " 5-16-80 Deferral 4 weeks

RECORDED MARCH 14 1981

REMARKS Associated Case: Z-2251 also Z-2271

Bcc 1-15-81 Approved agreement for drainage

Bcc 2-24-81 Approved

S/D 80-33 - RIVERSIDE FOURTH ADD.  
1/4 mile North of 55th St. South,  
adjacent to the Riverside Drainage  
Canal. Delamater, Freund & Assoc.

POSTED  
5-7-80

### ACTION

	DATE
970 COMMITTEE (Prelim) approve	6-12-80
970 final approve	10-2-80
M.A.P.C. approve	10-9-80
<del>B.C.C./B.C.O.C.</del> Approval	12-2-80
Bcc Refound 4 weeks	12-16-80
Bcc Approved agreement for Drainage	1-13-81
Bcc Approval	2-24-81

1104 12-7  
1104 15  
1104

Map No. 5541  
Sec. 21  
Twp. 28  
Range 1E

Subdivision Report and Progress

S/D No.: 80-33

Name: RIVERSIDE FOURTH ADDITION

General Location: 1/4 mile north of 55th Street South, adjacent to the  
Riverside Drainage Canal.

Owner: Robbins Realty  
Address: 5301 South Broadway, Wichita

Subdivider: Same Zip Code: 67216 Phone: 522-1587  
Address: \_\_\_\_\_

Engineer/Surveyor: Delamater, Fraund & Associates Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: Century Plaza Building  
Wichita Zip Code: 67202 Phone: 263-6121

Present Zoning: "AA"  
Proposed Zoning: "A" & "G"  
Assoc. Zone Case: Z-2251 + Z-2271

M.A.P.C. ACTION: 10-9-80 approve  
Advisory Letter: 10-10-80

APPLICATION RECEIVED: 5-6-80

Closure Data Submitted: \_\_\_\_\_  
Title/Taxes Rec'd. and Reviewed: \_\_\_\_\_  
Final Review: \_\_\_\_\_  
Referral to B.C.C.: \_\_\_\_\_

SKETCH PLAT RECEIVED: 5-6-80

Letter of Intent: \_\_\_\_\_

PREL. PLAT RECEIVED: \_\_\_\_\_  
S/D Comm. Action: 6-17-80 approve

B.C.C. ACTION: 12-2-80 Referral 2/24/81  
12-16-80 Referral 4/2/81  
1-13-81 Approval agreement for drawings

Advisory Letter: 6-13

Tracing Received: \_\_\_\_\_  
Released for Recording: \_\_\_\_\_  
Plat Recorded: \_\_\_\_\_

FINAL PLAT RECEIVED: 9-19-80  
S/D Comm. Action: 10-2-80 approve

Advisory Letter: \_\_\_\_\_

BCL 2-24-81 approved

Comments:

5/8/80 SKETCH PLAT SENT TO MCKINLEY, JOHNSON & UNDERBAK  
ON 5/8/80.

Copy in Scott Stuckey  
on all correspondence.  
7-31-80

7-25-80 final plat, comments, agenda to Russell Sanderson, Pres. R.D.D.  
9-25-80 " " to Scott Stuckey, Sec. R.D.D.

**ROBBINS  
REALTY**

5301 South Broadway  
Wichita, Kansas 67216



W. Dale Cooper  
MANAGING PARTNER

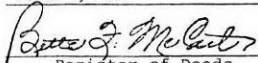
Phone (316) 522-1587



REGISTER OF DEEDS  
SEDGWICK COUNTY, KANSAS

S/D 80-33 7  
Map 5541  
Case 2-2251  
2-2271-

RIVERSIDE FOURTH ADDITION was  
filed for record on March 4, 1981

  
Register of Deeds

Return to: Wichita-Sedgwick County  
Metropolitan Area Planning Department  
(Inter-Office Mail)

T9-328

x

September 15, 1982

Donald C. Gisick, City Clerk  
Forrest L. Nagley, Junior Planner

Release of Letter of Credit Associated with Riverside Fourth  
Addition (Credit # 01)

The \$500.00 letter of credit submitted in conjunction with the  
Platting of Riverside Fourth Addition may be released. A recent  
field check of the site has verified that the required work has  
been completed.

The original letter of credit is being returned to the bank  
with their copy of this memorandum.

Forrest L. Nagley  
Junior Planner

ELN:jps  
cc: Robbins Realty, 5301 South Broadway, 67216  
Haysville State Bank, 107 South Wayne, Haysville, Kansas  
67060

# THE CITY OF WICHITA



DEPARTMENT OF ENGINEERING  
CITY HALL - SEVENTH FLOOR  
455 NORTH MAIN STREET  
WICHITA, KANSAS 67202  
(316) 268-4501

December 1, 1981

Mr. Richard S. Robbins  
Managing Partner  
Robbins Realty  
5301 South Broadway  
Wichita, Kansas 67216

Re: Riverside 4th Addition  
Mobile Home Subdivision

Dear Mr. Robbins:

Your letter of November 19, 1981 has been reviewed and I wish to advise the status of the improvements of Riverside 4th Addition Mobile Home Subdivision.

The Flood Emergency Management Administration's (F.E.M.A.) engineer, Greenhorn and O'Mara, Inc., submitted revised preliminary water surface profiles for the lower Big Slough. The 100 year flood profile is below the agreed to elevations for the pavement in the Riverside 4th Addition.

Resolutions providing for the construction of sanitary sewer, drainage, and paving were approved by the City Commission April 7, 1981. Development guarantees have also been provided. We will, therefore, proceed immediately with the preparation of plans for the improvements as petitioned. After the improvements have been constructed we will submit plans of the completed improvements to F.E.M.A. with the request that the Riverside 4th Addition Mobile Home Subdivision be excluded from the final F.E.M.A. 100 year flood plain or floodway maps.

Yours truly,

R. W. Bruggeman  
Director of Engineering/City Engineer

RWB:ck

cc: Robert Finch, Deputy City Manager  
John Dekker, City Attorney  
Robert Lakin, Director of Planning ✓  
Don Anderson, Director of Economic Development  
Paul Graves, Chief Engineer

RECEIVED

DEC 3 1981

METROPOLITAN PLANNING

ROUTE

RECEIVED

NOV 20 1981

METROPOLITAN PLANNING

ROUTE  1000

November 19, 1981

Mr. R. W. Bruggeman, Director  
Department of Engineering  
City of Wichita  
455 North Main Street  
Wichita, Kansas 67202

Re: Riverside 4th Addition  
Mobile Home Subdivision Lots

Dear Mr. Bruggeman:

Thank you for the opportunity to meet with you and others of the city staff on Monday, November 16th at 10:00 AM in your offices, relative the referenced subdivision.

This letter is to set out in writing our understanding of the verbal agreements reached at the meeting which was attended by the following:

Ms. Louise Olivarez	Planning Department
Mr. R. W. Bruggeman	Director of Engineering
Mr. Paul Graves	Chief Engineer
Mr. Mike Lindebak	Program Development
Mr. Chris Breitenstein	Flood Control
Mr. W. Dale Cooper	Partner, Robbins Realty
Mr. Richard S. Robinson	Partner, Robbins Realty

The purpose of the meeting was to review the long delay in the implementation of public improvements in the referenced addition and to review the latest information furnished by FEMA which indicated that the addition was not in a floodway, to review the 100-year flood levels, and to remove the restrictions against implementation of public improvements.

We were furnished with information substantiating our drainage plan, revised August 21, 1980, and a part of the agreement between the City of Wichita and Robbins Realty was read, as follows:

*"Owners and City agree that public improvements shall not be installed in Owners Tract or that building*

Mr. R. W. Bruggeman  
November 19, 1981  
Page 2

*permits not be issued in Owners Tract until approved in writing by City Engineer. It is further agreed that such approval be made upon the finding that the above-described land because of public improvements is no longer in a floodway as determined by FEMA."*

X It was agreed that procedures to install public improvements  
X would be initiated immediately, that the recorded restrictions  
X would be removed from the property, and that prospective lot  
purchasers could be advised that all public improvements could  
be completed in the Spring of 1982. *work to begin in Spring*

X It was mentioned at the meeting that we intended sending a news-  
letter to those people who have signed contracts to purchase  
lots in Riverside 4th Addition, advising them that they can  
expect to see the installation of drainage improvements, water  
mains and sanitary sewers this winter, and that paving will be  
completed early next year.

We would appreciate a copy of the letter from you, granting the  
written approval for the installation of public improvements.  
We intend to furnish copies to our customers together with the  
proposed news-letters, and would like to put them in the mail  
within the next few days. May we look forward to its receipt at  
your earliest convenience?

Sincerely,

ROBBINS REALTY

Richard S. Robinson  
Managing Partner

cc: Ms. Louise Olivarez

November 16, 1981

9:30 AM Engineering small conference room

Bruggeman, Hauser, Lindelak, Breitenstein, Olivarez  
(10 AM Dale Cooper, Richard Robinson)

The second set of FEMA maps (dated 1980) has been recalled by FEMA due to errors. They have advised Wichita to use the 1977 maps. These maps do not <sup>show</sup> the Riverside 4th area as being in a floodway. The City has provided FEMA with info which has led them <sup>(FEMA)</sup> to submitting a profile map indicating that the 100-year flood elevation is several feet lower than indicated on the 1980 maps. Bruggeman thinks that if the lots adjacent to the east dike are filled to a certain elevation and then this info is submitted to FEMA, the revised FEMA maps will NOT show this area to be within the floodway.

Bruggeman said the City will now go ahead and prepare the plans for street and drainage and sewer improvements within Blocks 1 thru 5 so that bids can be let next spring. With the dirt dug from the detention pond in Reserves A & B, the lots on the west side of the plat will be filled. Then info on these drainage improvements and lot filling will be sent to FEMA. FEMA can then issue revised maps and/or submit a letter to City stating that this area will not be shown as a floodway on revised maps. Then Bruggeman will authorize building permits.

L.D. 11-16-81

March 17, 1981

Donald C. Gisick, City Clerk

Jack H. Galbraith, Chief Planner

Z-2251 - Zone change "AA" to "G";  
Z-2271 - Zone Change "AA" to "A"; and  
S/D 80-33 Riverside Fourth Addition

At the regular meeting of the Board of City Commissioners on June 17, 1980 (Z-2251), and September 9, 1980 (Z-2271), the above captioned requests for zone changes were considered and approved, subject to platting, and the City Clerk was instructed to withhold publication of the ordinances establishing the zone changes until such time as the plat has been recorded. The associated plat was approved by the Board of City Commissioners on February 24, 1981.

This is to advise you that the final plat of Riverside Fourth Addition was recorded with the Register of Deeds on March 4, 1981 and, therefore, the ordinances establishing the zone changes may now be published.

Jack H. Galbraith  
Chief Planner

JHG:el

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 80-33 Name Riverside Fourth  
Application & Sketch Filed: 5-6-80  
Preliminary Plat Filed: 5-30-80 Approved by S/D: 6-12-80  
Final Plat Filed: 9-19-80 Approved by S/D: 10-2-80  
Approved by Metropolitan Area Planning Commission: 10-9-80

DESCRIPTION

General Location: 1/4 mile north of 55th Street south adjacent to  
the Riverside Drainage Canal  
Surveyor or Engineer: Delamater, Freund and Associates  
Owner: Robbins Realty  
Address: 5301 S. Broadway, 67216

- |                                |               |                       |                    |
|--------------------------------|---------------|-----------------------|--------------------|
| 1. Gross Acreage of Plat       | 27.65         | 6. Access Control     |                    |
| 2. Number of Lots              |               | St. _____             | No. Openings _____ |
| Residential                    | 100           | St. _____             | No. Openings _____ |
| Commercial                     | _____         | St. _____             | No. Openings _____ |
| Industrial                     | _____         | 7. Req'd Improvements |                    |
| Other                          | _____         | St. Paving            | x Water y          |
| Total Number of Lots:          | 100           | Sidewalk              | _____ Drainage x   |
| 3. Minimum Lot Area:           | 5,000 sq. ft. | Sewer                 | x Other _____      |
| 4. Existing Zoning:            | AA            |                       |                    |
| 5. Special Problems Discussed: | _____         |                       |                    |

The lots east of the Riverside Drainage Canal (92 lots) have been approved for "G" mobile home zoning while the lots on the west side (8 lots) have been approved for duplex zoning, subject to platting. Based on the most recent Federal Emergency Management Agency flood maps, much of this subdivision on the east side of the drainage canal is within a floodway. On January 13, 1981, the City entered into an agreement with the owner, Robbins Realty, that public improvements would not be installed or building permits issued in Blocks 1-5 until these blocks were no longer in a floodway. In order to record the plat and obtain the conditionally-approved zoning so that development may proceed in Blocks 6 and 7, petitions for the following improvements have been submitted: street paving, sanitary sewer, storm sewer, and water. A certificate confirming the petitions has also been submitted. A \$500.00 letter of credit guaranteeing removal of an existing structure from right-of-way being dedicated for Washington has been submitted. An agreement between the property owners and the K.T.A. regarding the use of the K.T.A. drainage easement has been submitted for recording. Protective covenants providing for the ownership and maintenance of the Reserves have also been submitted for recording.

Planning Commission Recommendation: That this plat be approved subject to recording within 30 days after approval by the Board of City Commissioners. Bayouth moved, Wright seconded and it carried unanimously. Goebel, Hennessy and Savina were absent.

ACTION: Receive and file the water engineering feasibility report, adopt the resolution of finding and the resolution ordering and directing the water system improvement; approve the petitions and instruct the Director of Law to prepare the necessary resolutions; receive and file the letter of credit; instruct the City Clerk to file the certificate of petitions, the K.T.A. agreement and the protective covenants with the Register of Deeds, the recording costs of which shall be billed to the applicant; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

CERTIFICATE

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

I, ROBBINS REALTY, a Partnership, owner of  
(give name of proposed plat, if appropriate) \_\_\_\_\_  
Riverside 4th Addition

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

1. Storm Water Sewer, Blocks 1 through 5
2. Sanitary Sewer Lateral, Blocks 1 through 5
3. Asphaltic Concrete Paving Petition, Blocks 1 through 5
4. Sanitary Sewer Lateral, Blocks 6 and 7
5. Asphaltic Concrete Paving Petition, Blocks 6 and 7
6. Water
- 7.

As a result of the above-mentioned petitions for  
improvements, lots or portions thereof within Riverside  
4th Addition Addition may be subject to special  
assessments assessed thereto for the cost of constructing the  
above-described improvements.

Signed this 9th day of February, 19 81.

ROBBINS REALTY, a Partnership

By: W. Dale Cooper  
W. Dale Cooper, Managing Partner

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

Be it remembered that on this 9th day of February,  
19 81, before me, a notary public in and for said County and State,  
came W. Dale Cooper, Mng Prtnr, Robbins Realty, 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.

Walter S. Johnson  
Notary Public

My Commission Expires:  
February 22, 1984



IRREVOCABLE LETTER OF CREDIT

107 Wayne  
HAYSVILLE STATE BANK, Haysville, Kansas 67060  
(Name and address of bank)

Date: February 4, 1981

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 \$ 500.00 for the account of Robbins Realty

(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 October 2, 1982 (6)  
(Insert date two years from MAPC approval of plat)

1. Removal of structure on Lot 16, Block 2, Riverside 4th Addition to the City of Wichita, Kansas, that encroaches into the street right-of-way.
- 2.
- 3.

in Riverside Fourth Addition, 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 \_\_\_\_\_

Haysville State Bank, Credit No. 01, dated February 4, 1981  
(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 December 2, 1982  
(insert a date at least 60 days after the date on line 6)

Very truly yours,

Haysville State Bank  
(Name of bank)

By: [Signature]  
(Authorized Signature) President

(CORPORATE SEAL)

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of September, 1980, by and between ROBBINS REALTY, a Partnership, with offices located in Wichita, Kansas, hereinafter called "Owners", and the Kansas Turnpike Authority, hereinafter called "Authority".

WITNESSETH, That,

WHEREAS, the Authority obtained a permanent drainage easement by eminent domain procedure in the District Court of the State of Kansas (A-55279), described as follows:

A strip of land, for permanent drainage easement, 150 feet in width, being 75 feet on either side of a Centerline in the N.E.1/4, S.W.1/4, Sec. 21, T-28-S, R-1-E of the 6th P.M. Sedgwick County, Kansas described as follows: Beginning at a point on the East line of said S.W.1/4 Sec. 21 a distance of 1784 feet North of the S.E. corner of said S.W.1/4 Sec. 21, being 150 feet more or less West at right angles to the Centerline tangent of the Kansas Turnpike Station 4606+00; thence Southwesterly at right angles to said Centerline tangent a distance of 895 feet more or less to the East line of the Riverside Drainage District containing 3.08 acres more or less. (Tract 7-7A)

Said strip of land shall hereinafter be called "Easement". The Authority has constructed a drainage ditch in such Easement, with a 48" concrete culvert equipped with flap gate connecting it to the Riverside Drainage Canal; and

WHEREAS, Owners warrant to the Authority that they own and are in possession of the NE/4 of the SW/4 of Section 21, Township 28 South, Range 1 East of the 6th Prime Meridian in Sedgwick County, Kansas, which lies between the Riverside Drainage Canal and the Kansas Turnpike, and which includes the Easement; and

WHEREAS, Owners desire to plat their property into a mobile home subdivision as described in the Preliminary Plat of Riverside Fourth Addition, which is attached hereto and made a part hereof and marked Exhibit "A"; and

WHEREAS, Owners have developed a drainage plan (Drawing 249-V-402) for their subdivision which incorporates the Authority's Easement, which is attached hereto and made a part hereof and marked Exhibit "B"; and

WHEREAS, Owners intend to construct a roadway and to pro-

vide utility easements across the Easement, to construct a lake surrounding the Easement, and to share in common usage of the concrete culvert and flap gate for the discharge of flood waters into the Riverside Drainage Canal.

NOW THEREFORE, the parties hereto, each in consideration of the covenants and agreements of the other, hereby mutually covenant and agree as follows:

1. The Authority approves the construction of a roadway and the provision of utility easements within such roadway, across the Easement, as indicated in Exhibit "A".
2. The Authority approves the construction of a lake surrounding the Easement and the sharing of a common usage of the concrete culvert and flap gate which connect the Easement with the Riverside Drainage Canal.
3. Owners, for themselves, their successors and assigns agree that during the existence and continuance of said Easement, they and each of them are hereby prohibited, enjoined and restrained from obstructing or inhibiting drainage in any manner in such Easement and they agree to maintain a clear outlet across the Easement for the existing Turnpike Culvert No. 101.
4. Owners, for themselves, their successors and assigns agree that during the existence and continuance of said Easement, that they will maintain said lake and surrounding shore-line, as provided in the Declaration of Protective Covenants, Riverside 4th Addition to the City of Wichita, Sedgwick County, Kansas, and that the maintenance of said lake, shore-line, Easement, culvert and flap gate will be at no cost to the Authority.
5. Owners shall protect, defend, indemnify and hold harmless the Authority from and against any and all claims, actions, liabilities, injuries, including without limitation death or damages to any person,



EXHIBIT "A"

Preliminary Plat  
RIVERSIDE FOURTH  
Addition to  
Wichita, Sedgwick Co., Ks.

May, 1980

OWNER - ROBBINS REALTY



SCALE - 1" = 100'

VICINITY MAP

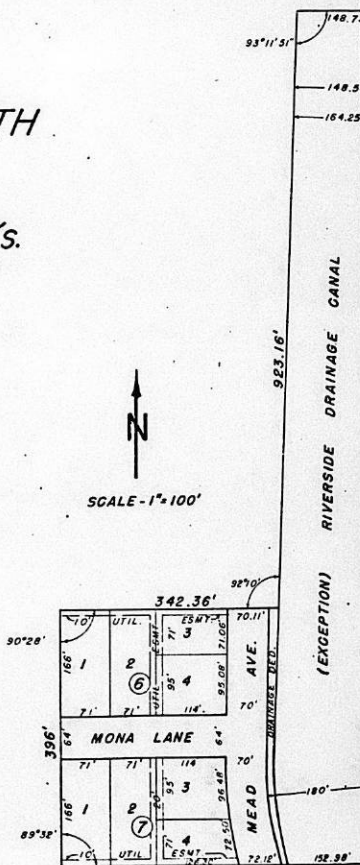
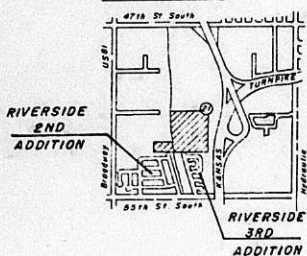




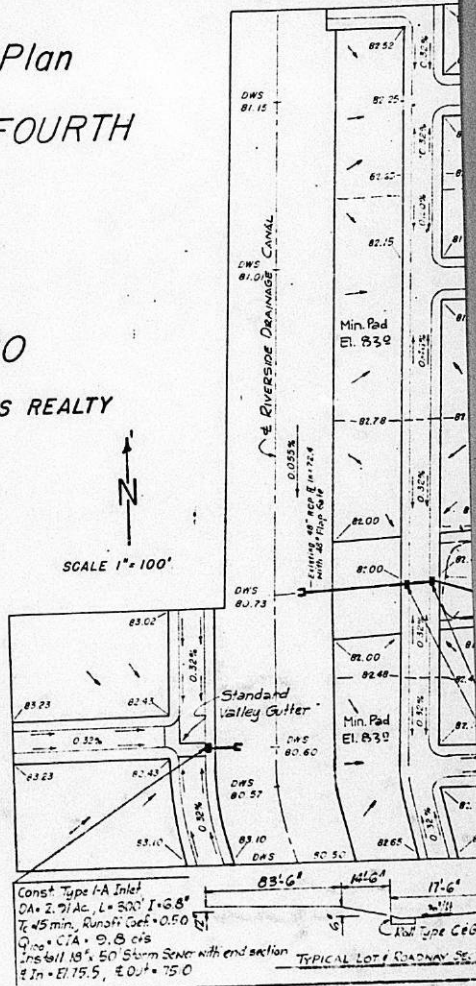
EXHIBIT "B"

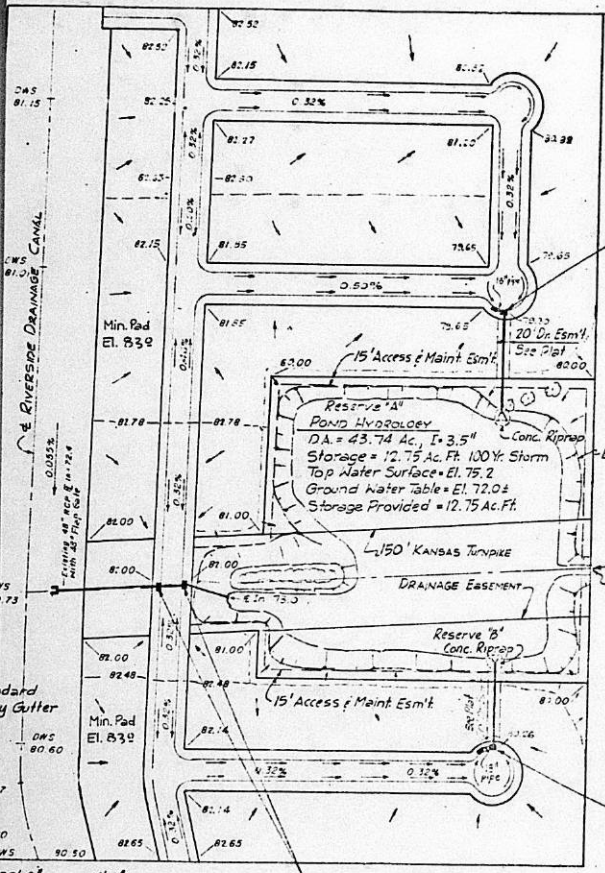
# Drainage Plan RIVERSIDE FOURTH Addition

May, 1980

OWNER - ROBBINS REALTY

**NOTE:**  
All lots, as platted in Riverside Fourth Addition, shall be graded to drain to streets except as indicated on this Drainage Plan.  
See plat of Riverside Fourth Addition for dimensions and angles.



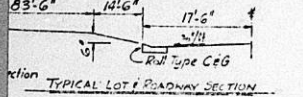


Const 2 Type I-A Inlets  
 DA = 7.66 Ac. L = 800' I = 4.5"  
 T = 40 Min. Runoff Coef = 0.50  
 Q<sub>100</sub> = CIA = 17.2 c.f.s.  
 Install 24" x 150' Storm Sewer S.  
 with End Section  
 E In = El. 76.5, E Out = El. 75.0

KTA D.A. = 19.50 Ac.  
 I = 3.5", Runoff = 5.69 Ac./Ft.  
 El. 75.2 = at R # KTA R/W

Const 2 Type I-A Inlets  
 DA = 5.04 Ac. L = 500' I = 5.0"  
 T = 20 min, R = 0.4 Coef = 0.50  
 Q<sub>100</sub> = CIA = 15.1 c.f.s.  
 Install 24" x 125' Storm Sewer M.  
 with End Section  
 E In = El. 76.0, E Out = El. 75.0

Const. Type I-A Inlet L = 81'  
 DA = 2.15 Ac. L = 250' I = 5.5"  
 T = 15 min. Runoff Coef = 0.50  
 Q<sub>100</sub> = CIA = 7.1 c.f.s.  
 Install 48" x 210' C.R.P. U.L. & R.  
 E In = El. 77.5, To Existing 48" RCP



Revised 8-21-80  
 Revised 7-25-80 249-V-407

11-19-25

DECLARATION  
OF  
PROTECTIVE COVENANTS

RIVERSIDE 4TH ADDITION  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

THIS DECLARATION, by the undersigned, hereinafter called Grantors, who are the owners of all lots and plots in Blocks 1, 2, 3, 4 and 5 of Riverside 4th Addition to the City of Wichita, Sedgwick County, Kansas,

WITNESSETH,

WHEREAS, Grantors are the owners of Blocks 1, 2, 3, 4 and 5 of Riverside 4th Addition, City of Wichita, Sedgwick County, Kansas, and are desirous of subjecting said real property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

NOW THEREFORE, the Grantors hereby declare that the real property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

DEFINITION OF TERMS

Certain terms and words, for the purpose of these covenants, are defined in Section 28.04.020, Chapter 28.04 of Title 28 (Zoning Ordinance) of the Code of the City of Wichita, Kansas, as amended to the effective date of these covenants.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements with respect to the various clauses and sections of this declaration is located in the City of Wichita, County of Sedgwick, State of Kansas, and is more particularly described as Blocks One (1), Two (2), Three (3), Four (4) and Five (5) of Riverside

Fourth Addition to the City of Wichita, the plat of which is of record in the office of the Register of Deeds of Sedgwick County, Kansas, and hereinafter referred to as "Addition".

No property other than that described above shall be deemed subject to this declaration.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each lot or plot thereof; to protect the owners of lots or plots against such improper use of surrounding lots or plots as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to guard against the placement thereon of old, damaged or unsightly mobile homes or of poorly designed or improperly proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the placement of attractive mobile homes thereon, with appropriate locations thereof on lots or plots; to secure and maintain proper setbacks from streets, and adequate free spaces between mobile homes; and in general to provide for a high type and quality of mobile homes and improvements on said property.

- A. The minimum mobile home which shall be placed or permitted to remain on any lot or plot subject to this declaration will be a 1976 or later model mobile home containing seven hundred (700) or more square feet of living area; such mobile home to be placed parallel to and immediately adjacent to side yard setback line and with front of such mobile home parallel to and immediately adjacent to front yard setback line (tongue removed), if on a rectangular lot or plot; such mobile home to be placed immediately adjacent to and parallel to either a side yard or rear yard setback line, if on a triangular lot or plot; such mobile home to be provided with skirting on all four sides, to be fabricated of new material and painted to harmonize with the colors of the mobile home; such lot or plot to be provided with a driveway, constructed of concrete, at least ten (10) feet in width and twenty (20) feet in length, measured from the front property line; such lot or plot to be planted to grass (except flower or vegetable garden areas) and landscaped with a minimum of six (6) shrubs and two (2) shade trees. Any waiver of these minimum standards will require the approval of the Development Committee in writing.
- B. These covenants shall and do hereby provide that no improvements, out-buildings, energy collecting devices and equipment, or fences shall be erected or placed on any lot or plot until the plans and specifications, showing the location on the particular lot

or plot have been submitted to and approved in writing as to conformity and harmony, with respect to other improvements, and as to location of the improvements with respect to topography, grade and finished ground elevation, by the Development Committee; provided, however, that the said Committee, its members, successors, or assigns, shall not be liable for damages to any one so submitting plans for approval, or to any other owner or owners of lots or plots covered by this instrument by reason of mistake in judgement, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve such plans, likewise anyone so submitting plans to the said committee for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover damages against the said Development Committee. In the event the said committee fails to approve or disapprove such design, height and location within thirty (30) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of the terms and conditions of this Section B, and no suit to enjoin the erection, establishment or alteration of such improvements has been commenced within sixty (60) days, as herein-after provided, this Covenant will be deemed to have been fully complied with.

- C. It is hereby provided that no golf courses, miniature golf courses, driving tees, nurseries, farming or truck gardening, greenhouses in which plants are raised for sale, retail, wholesale, manufacturing or repair business of any kind, nor home occupations (ministers, rabbis, and priests excepted) shall be permitted on any lot or plot or in any mobile home or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become any annoyance or nuisance to the neighborhood, shall be carried on upon any lot or plot or in any mobile home or appurtenant structures erected thereon.
- D. No accessory structure, basement or cellar or garage erected on a lot or plot 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.
- E. No used, second-hand or previously erected structure of any kind shall be moved or placed, either in sections or as a whole, upon said land, nor shall any house trailer be moved, placed or permitted to remain upon a lot or plot subject to these covenants.

The following definitions are inserted as a clarification of the foregoing:

**HOUSE TRAILER.** A vehicular portable dwelling unit designed especially for short term occupancy; such as travel trailers, campers, house boats, converted buses and other similar units whether self propelled, pulled or hauled and are designed primarily for highway travel without a special permit; and/or does not comply with all the requirements of the minimum housing code as a dwelling unit.

**MOBILE HOME.** A movable detached single family dwelling unit with all of the following characteristics:

- (a) Designed for long term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower bath and kitchen facilities, with plumbing and electrical connections provided for attachment to outside systems;
- (b) Designed and constructed on a chassis that is capable of being transported after fabrication on its own wheels or detachable wheels;
- (c) Arrive at the site where it is to be occupied as a dwelling complete, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on supports, connection to utilities, and the like; and
- (d) Not placed on a foundation as required for a permanent structure.

**STRUCTURE.** A structure is anything which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner and affixed to the property.

For the purpose of construing this clause, a single or double-wide mobile home are not considered to be a structure.

- F. No motor vehicle shall be parked or permitted to remain on any lot or plot subject to these covenants, except on a paved driveway; no disabled, partially disassembled or junk automobiles or motor vehicles of any kind shall be kept on any part of the real property subject to these covenants.
- G. No animals or poultry of any kind, other than dogs or cats that are house pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants.
- H. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots or plots herein restricted without the consent in writing of the Committee, provided, however, that permission is hereby

granted for the erection and maintenance of not more than one signboard on each lot or plot, which signboard shall not be more than four (4) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the lot or plot upon which it is erected and improvements or mobile home thereon, if any.

- I. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the front and side street set-back lines, nor shall any television or radio antenna project higher than twenty-five (25) feet above the ground except upon approval in writing by the Committee.
- J. Oil drilling, oil development operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the lots or plots subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the lots or plots covered by these covenants. Fuel oil storage tanks, as a part of the heating equipment of a mobile home, shall be permitted only if located under ground.
- K. Easements for gas and water lines, sewer and utility installations, drainage reserves and right-of-ways, and the maintenance of same, affecting all lots or plots subject to these covenants are reserved as shown on the recorded plat of Riverside Fourth Addition.
- L. Except as provided in Section M, each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantors and upon their successors and assigns and upon each of them and all parties and all persons claiming under them for a period of thirty (30) years from date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each; provided, however, that with the exception of Section N, the property owners as hereinafter defined, owning sixty percent (60%) of the lots or plots which are hereby restricted, may release all of the land so restricted from any one or more of said restrictions (Section N excepted) or may change or modify any one or more of said restrictions (Section N excepted) at the end of this first thirty year period, or any successive twenty-five year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Sedgwick County, Kansas, at least one year prior to the expiration of this thirty year period or of any successive twenty-five year period thereafter.

For the purpose and to determine who may be the property owners, as that term is used herein, they shall be any person, firm, corporation or other legal entity named as

grantees in any deed to the property subject to these Covenants and last recorded in the office of the Register of Deeds, Sedgwick County, Kansas.

A recordable certificate by an abstractor or title company doing business in Sedgwick County, Kansas, as to the record ownership of the property hereby restricted and a recordable certificate by a registered or certified surveyor or engineer authorized to practice in the State of Kansas as to the lot or plot owned by the record owners as shown by said abstractors or title companies certificate shall be deemed conclusive evidence of fee simple title ownership of property and lots or plots thereof so owned and hereby restricted with regards to compliance with the provisions of this section.

- M. The Development Committee shall form, or cause to be formed a non-profit corporation for the purpose of beautification of said addition, to enhance the aesthetic value, and for the general use, protection and benefit of owners of each lot or plot in said area; such beautification will require the maintenance of, but is not limited to, planting or landscaping on any community area, on parking, on reserves and rights-of-way, and decorative treatment of entrance ways and other areas which lend themselves to such treatment, and the treatment and maintenance of all lakes and waterways in said area.

The Development Committee shall consist of three persons. The initial committee shall consist of W. Dale Cooper, Willis E. Hartman and Richard S. Robinson. If any of said persons fail to serve on said Committee, the remaining committee members may appoint a successor. The term for each committee member shall be indefinite and upon the assignment by the Committee of its functions to the non-profit corporation which will be organized for the benefit of owners of lots or plots in the addition, the committee as such shall cease. Members of said Development Committee shall serve without compensation.

The sale of each lot or plot, subject to these Covenants, automatically carries with it a membership in said non-profit corporation, with the liabilities and benefits of such membership. A certificate of such membership shall be delivered with each deed, at the closing of any such sale. Each residential lot or plot, subject to these Covenants, shall be subject to an annual improvement assessment to be paid to the non-profit corporation annually in advance by the respective owners. The amount of such assessment shall be fixed by the non-profit corporation from year to year but such assessment shall not exceed Twenty Five Dollars (\$25.00) per lot or plot in any one year unless it is increased at a meeting of the members called for that purpose prior to the date on which the assessment is due for the

year which said increase is proposed, and two-thirds (2/3) of the members present at such meeting vote for an increase. No increase in the rate of assessment may be made for more than one year at a time. All such assessments shall be due and payable upon written notification of said non-profit corporation. Any unpaid assessments shall become a lien against such lot or plot by the filing of a notice of non-payment of assessment in the office of the Register of Deeds of Sedgwick County, Kansas, against each lot or plot on which an assessment is due and unpaid, such lien, however, shall be junior and inferior to any mortgage lien filed of record prior to the filing of the aforesaid notice of non-payment of assessment.

At any time, and from time to time after such corporation is authorized to operate, the Committee may, at its sole option, convey and assign to such corporation such property or rights incident thereto under jurisdiction of said Committee as may be appropriate to carry out the purpose of such corporation, and further, may assign or transfer to such corporation all or any part of rights, powers and privileges reserved to said Committee in these covenants, including the authority to pass on plans and specifications of structures and improvements to be constructed on any lot or plot subject to these Covenants, together with any or all of its other interests in said Protective Covenants, including its right to enforce, transfer or assign those rights or any one or more of them at any time, and after such transfer, conveyance or assignment by said Committee, to such corporation, such corporation may, at its sole discretion, and at any time thereafter, exercise, transfer, convey and/or assign such property, rights or privileges, any part or all of them.

- N. The lake created as a part of the drainage plan of the addition shall be conveyed by warranty deed to the non-profit corporation; the maintenance of said lake and surrounding shore-line being the responsibility of said non-profit corporation and in the event the reserves are not satisfactorily maintained, the City of Wichita or its designee may enter into and upon the reserves, perform the required maintenance, the cost of which shall be assessed equally among all the lots in Blocks 1 thru 5, Riverside Fourth Addition and may be established and treated as liens thereon in the same manner as special assessments.
- O. The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots or plots, their successors and assigns, and with each of them, to conform to and observe said restrictions as

to the use of lots or plots, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or her seisin of, or title to said land, and the Committee or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observances of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of the Committee and the owner of any other lot or plot hereby restricted to enforce any of the restrictions herein set forth at the time of its violation shall in no event deemed to be a waiver of the right to do so thereafter.

- P. Invalidation of any one of these covenants or any part thereof by judgements or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names effective this 17th day of November, 1980.

ROBBINS REALTY, a Partnership

*W. Dale Cooper*

W. Dale Cooper, Managing Partner

*Richard S. Robinson*

Richard S. Robinson, Managing Partner

State of Kansas )  
                  ) ss.  
Sedgwick County )

Be it remembered that on this 17th day of November, 1980, before me, a Notary Public, in and for the County and State foresaid came W. Dale Cooper and Richard S. Robinson, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of same as the act and deed of said Partnership, in testimony whereof, I have hereunder set my hand and affixed my Notary Seal the day and year written.

My Commission Expires February 15, 1984

*Phyllis J. Robinson*  
Notary Public



January 15, 1981

Mr. Dale Cooper  
Mr. Richard Robinson  
Robbins Realty  
5301 S. Broadway  
Wichita, Ks. 67216

Re: S/D 80-23 - Riverside Fourth Addition

Dear Messrs. Cooper and Robinson:

At the January 13, 1981, City Commission meeting, the Riverside Fourth Addition plat was reviewed with regard to its drainage requirements. An agreement, already signed by Robbins Realty, prohibiting development in Blocks 1 thru 5 of the addition until approved in writing by the City Engineer was accepted by the City Commission and will be recorded with the Register of Deeds. The Commission instructed that the plat be brought back to them for final review when all the conditions of plat approval have been completed. Please refer to our letter dated October 3, 1980, for a list of these platting conditions. Item "A" of that letter can be deleted as no minimum pad elevation is now required.

If you have any questions, please call.

Sincerely,

Louise Olivares  
Senior Planner

LO:hh

cc: Wilmer Freund, Delamater, Freund and Associates, Century  
Plaza Bldg., 67202  
Mike Lindebak, City Engineering

S/D 30-13 - PLAT OF S/D 30-33 - PLAT OF RIVERSIDE 4TH ADDITION LOCATED 1/4 MILE NORTH OF RIVERSIDE 4TH ADDN 55TH STREET SOUTH ADJACENT TO THE RIVERSIDE DRAINAGE CANAL, presented.

pa 135

JAN 13 1981

Deferred two weeks from December 2, 1980 and four weeks from December 16, 1980.

A 100-lot, residential plat containing 27.65 acres.

The Planning Commission recommended approval subject to conditions as outlined in information provided the Commission.

ack Galbraith Jack Galbraith, Chief Planner, reviewed this item and indicated that a drainage problem exists which affects the establishing of a minimum pad elevation. He stated that an agreement has been presented, copies of which were furnished the Commission, which provides that public improvements will not be installed or that building permits will not be issued until the property is no longer in a floodway.

\*Mayor Knight present and in the chair during Mr. Galbraith's presentation.

ack Galbraith Mr. Galbraith recommended that the agreement be approved and that the plat be returned for final review and approval when all the conditions have been met.

otion -- Brown moved that the agreement be approved and the Mayor be authorized to sign, and requested that the plat be brought back for final review and approval when all conditions of plat approval have been completed. Motion carried 4 to 0.

-- carried

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 80-33 Name Riverside Fourth  
Application & Sketch Filed: 5-6-80  
Preliminary Plat Filed: 5-30-80 Approved by S/D: 6-12-80  
Final Plat Filed: 9-19-80 Approved by S/D: 10-2-80  
Approved by Metropolitan Area Planning Commission: 10-9-80

DESCRIPTION

General Location: 1/4 mile north of 55th St. South, adjacent to the  
Riverside Drainage Canal  
Surveyor or Engineer: Delamater, Freund and Associates  
Owner: Robbins Realty  
Address: 5301 S. Broadway, 67216

- |                                    |                              |
|------------------------------------|------------------------------|
| 1. Gross Acreage of Plat 27.65     | 6. Access Control            |
| 2. Number of Lots                  | St. _____ No. Openings _____ |
| Residential 100                    | St. _____ No. Openings _____ |
| Commercial _____                   | St. _____ No. Openings _____ |
| Industrial _____                   | 7. Req'd Improvements        |
| Other _____                        | St. Paving X Water X         |
| Total Number of Lots: 100          | Sidewalk _____ Drainage X    |
| 3. Minimum Lot Area: 5,000 sq. ft. | Sewer X Other _____          |
| 4. Existing Zoning: AA             |                              |
| 5. Special Problems Discussed:     |                              |

The lots east of the Riverside Drainage Canal (92 lots) have been approved for "G" mobile home zoning while the lots on the west side (8 lots) have been approved for duplex zoning, subject to platting. The approved drainage plan for this subdivision is based on construction of a retention lake within Reserves A and B. Based on the most recent federal flood insurance maps and the existing condition of the Riverside Drainage Canal, a minimum pad elevation of 87.6 (City datum) has been recommended for the lots adjacent to the east side of the Canal. If the Canal is improved, or guaranteed to be improved, to carry the 100-year storm or if other improvements are made, or guaranteed to be made, such as construction of a berm to protect the subdivision, then the minimum pad elevation for these lots can be reduced to 83.0 City datum. The platators have requested a discussion of this plat as it relates to the Riverside Drainage Canal and the improvements needed in the Canal to get it to the 100-year storm design standard. They also wish to discuss the pad elevation requirements.

Planning Commission Recommendation: That this plat be approved subject to:

- A. The applicant's drainage plan has been approved subject to a minimum pad elevation of 83 City datum if the Riverside Drainage Channel is improved to carry the 100-year storm and a higher elevation (to be determined by the City Engineer) if the channel is not improved to carry the 100-year storm. The higher elevation shall be required and shall be shown on the plat until the City Engineer certifies that the necessary improvements have been made and the minimum pad can be lowered.
- B. The applicant shall guarantee all drainage improvements required by the platting of this property, specifically the drainage lake in the reserves and the storm sewers.
- C. The applicant shall guarantee the extension of sanitary sewer and City water to serve all lots.
- D. The applicant shall guarantee the paving of all interior streets, including temporary turnarounds for Mosley, Mead and Mona.
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.

(Continued)

- F. The existing structure on Lot 16, Block 2, that encroaches into the street right-of-way shall be removed prior to recording the plat. When this structure is removed a letter so stating shall be submitted to the Planning Department.
- G. A Declaration of Protective covenants has been submitted but some changes are needed. The covenants shall provide for the definite formation of a homeowners' association to own and maintain the reserves. The clause which states that any of the restrictions may be lifted with the concurrence of 60% of the lot owners shall be revised to state that ownership and maintenance of the reserves shall remain the responsibility of the homeowners association unless other arrangements are approved by the Board of City Commissioners.
- H. Access from one of the streets to the 15-foot access and maintenance easement surrounding the proposed lake shall be shown on the final plat tracing. The 15-foot easement shall be continued through the K.T.A. easement.
- I. A 20-foot north and south utility easement on Lot 15, Block 1 and on Lot 1, Block 5 shall be continued through the K.T.A. easement. The applicant has submitted an agreement signed by K.T.A. permitting construction of "a roadway and the provision of utility easements within such roadway" but the agreement does not mention utility easements crossing the K.T.A. easement at locations other than in the roadway. This matter shall be clarified before the plat is forwarded to the governing body.
- J. The west 15.75 feet of the K.T.A. easement shall be dedicated to the Riverside Drainage District as drainage dedication.
- K. The condemnation case numbers for the K.T.A. easement and the Riverside Drainage Canal shall be shown on the final plat tracing.
- L. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Bayouth moved, Wright seconded and it carried unanimously. Goebel, Hennessy and Savina were absent.

*1-13-81 BCC approved a drainage agreement which says no improvements can be made in blocks 1 thru 5 until that area is no longer within the floodway. Instructed that plat be brought back for final approval when all conditions of plat approval are complete.*

**Recommended Action:** Take such action as the Commission deems appropriate regarding the minimum pad elevation requirement and the requirement for drainage improvements and request that the plat be brought back for final review and approval when all conditions of plat approval have been completed.

90

THE CITY OF WICHITA  
OFFICE OF Director of Engineering

DATE January 12, 1981

TO Robert G. Finch, Deputy City Manager  
FROM R. W. Bruggeman, Director of Engineering

SUBJECT S/D 80-3 - Plat for Riverside  
4th Addition

The plat of the above addition is on the Planning Agenda of January 13, 1981.

This plat has been deferred because a part of this plat is in a floodway. An agreement has been prepared, approved as to form by the Department of Law and also approved by Robbins Realty, a partnership, which provides that public improvements will not be installed or that building permits will not be issued until the property is no longer in a floodway as determined by the Federal Emergency Management Agency.

It is my recommendation that the plat of Riverside 4th Addition be approved, the agreement be approved, the Mayor be authorized to sign the agreement and that the agreement be filed of record.

*RWB Bruggeman*  
R. W. Bruggeman  
Director of Engineering

RWB:gr

Attachment

cc: John Dekker, Director of Law  
Robert A. Lakin, Director of Planning ✓

AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of January, 1981, by, between and among W. Dale Cooper and Richard S. Robinson, doing business as Robbins Realty, a partnership, with offices located in Wichita, Kansas, hereinafter called "Owners", and the City of Wichita, Kansas, hereinafter called "City":

WITNESSETH:

WHEREAS, Owners warrant to City Engineer that they own and are in possession of Blocks 1, 2, 3, 4 and 5 of Riverside 4th Addition, City of Wichita, Sedgwick County, Kansas, hereinafter called "Owners' Tract"; and

WHEREAS, the Federal Emergency Management Agency, Federal Insurance Administration, hereinafter called "FEMA", has issued a preliminary Floodway, Flood Boundary and Floodway Map under the National Flood Insurance Program for the City of Wichita, Sedgwick County, Kansas, including the Owners' Tract.

NOW, THEREFORE, for One Dollar (\$1.00) and other consideration, Owners and City agree that public improvements shall not be installed in Owners' Tract or that building permits not be issued in Owners' Tract until approved in writing by the City Engineer. It is further agreed that such approval be made upon the finding that the above-described land because of public improvements is no longer in a floodway as determined by FEMA.

THIS AGREEMENT shall be binding upon the parties hereto and their respective voluntary and involuntary successor and assigns. Executed the day and year hereinabove written.

ROBBINS REALTY, a Partnership

BY W. Dale Cooper

BY Richard S. Robinson

CITY OF WICHITA, KANSAS

BY \_\_\_\_\_ Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved As To Form:

John R. [Signature] Esq.  
Dir. of Law

*this document has no retroactive acknowledgment*

*recorded 1-23-81  
Film 460  
Pg 376  
Doc # 5-2396*

*Approved on 1-13-81*

AGREEMENT

*Original Draft*

THIS AGREEMENT, made and entered this \_\_\_ day of January, 1981, by, between and among W. Dale Cooper and Richard S. Robinson, doing business as ROBBINS REALTY, a Partnership, with offices located in Wichita, Kansas, hereinafter called "Owners"; and R. W. Bruggeman, Director, Engineering Division, CITY OF WICHITA, hereinafter called "Engineer".

WITNESSETH:

WHEREAS, Owners warrant to Engineer that they own and are in possession of Blocks 1, 2, 3, 4 and 5 of Riverside 4th Addition, City of Wichita, Sedgwick County, Kansas, hereinafter called "Owners' Tract"; and

WHEREAS, the Federal Emergency Management Agency, Federal Insurance Administration, hereinafter called "FEMA", has issued a preliminary Floodway, Flood Boundary and Floodway Map under the National Flood Insurance Program for the City of Wichita, Sedgwick County, Kansas, including the Owners Tract.

NOW THEREFORE, Owners and Engineer agree that public improvements shall not be installed in Owners Tract or that building permits not be issued in Owners Tract until approved in writing by Engineer. It is further agreed that such approval be made concurrent with the approval of the installation of public improvements or the issuance of building permits in other tracts of land within the City of Wichita which are similarly situated in FEMA defined floodways.

THIS AGREEMENT shall be binding upon the Parties hereto and their respective voluntary and involuntary successors and assigns.

Executed the day and year hereinabove written.

ROBBINS REALTY, a Partnership

By 

By \_\_\_\_\_

ENGINEERING DIVISION, City of Wichita

By \_\_\_\_\_

*MS*

*12/8*

November 24, 1980

Mr. Roland Saindon, President  
Riverside Drainage District  
4500 South Main  
Wichita, Kansas 67216

Dear Mr. Saindon:

This is in follow-up to your letter of October 6, 1980, to Mayor Knight in which you propose certain actions to improve the Riverside Drainage Canal. As we advised you by letter of October 17, 1980, your proposals have been under review. We are responding to your letter on a point by point basis in the same order you presented them:

- 1) The City's Director of Operations and Maintenance advises that the trees and debris in the canal under the jurisdiction of the City have been removed.
- 2) We agree that a comprehensive engineering study of the canal should be done. That cost, however, should be shared between the City/County and the Riverside Drainage District on the basis of the proportion of land within our respective jurisdiction. This principle of cost sharing is used on other Intergovernmental cooperative studies.
- 3) In the event future improvements are undertaken or when a bridge is judged deficient, bridge replacement should be accomplished by the agency which has jurisdiction over the bridge structure (Turnpike Authority, County, or City).
- 4) Any right-of-way required for the improvements should be provided by the agency which has jurisdiction for drainage where the right-of-way is needed.
- 5) We agree with the principle that all agencies exercising jurisdiction over portions of the canal should have the ability to review and comment on the plans and expect reasonable modifications to address concerns so long as the canal is constructed to carry the 100-year flood flow.
- 6) We would hope that construction could commence upon review and completion of final plans and scheduling of the capital funding for the project.

Mr. Roland Saindon  
November 24, 1980

- 7) The City and County jointly fund a flood control maintenance function within the City's Department of Operations and Maintenance. Since the City and County taxpayers already pay taxes for the purpose of flood control, we believe that it represents double taxation of the persons in the Riverside Drainage District to then be taxed again for that same purpose. The City is prepared to assume the full responsibility for maintenance of the canal if the Riverside Drainage District is dissolved.
- 8) Because we believe that the Riverside Drainage District should be dissolved in the interests of taxing equity, we also believe that to expand the geographic limits of the district only perpetuates an inequitable situation. We must decline to participate in an effort to expand the district boundaries.

Our mutual goal is to provide adequate flood control and protection to the community in the most cost-effective way. A single agency is the best means to coordinate the local efforts at the least and most equitable cost to the taxpayer. We hope that your District Board of Directors will agree and work toward the dissolution of the separate district and an orderly transition. Those that pay the double taxes in the district will no doubt appreciate the tax relief.

We look forward to your response.

Sincerely,

E. H. Denton  
City Manager

EHD/pd

cc: The Honorable Board of City Commissioners  
The Honorable Board of County Commissioners  
David Stowe, Director of Operations and Maintenance  
R. W. Bruggeman, Director of Engineering  
Robert Wilson, 4370 Bernita Drive

Comments from Duggeman: 11-19

Can letter pad  
be shown on plat  
if guarantees for  
improvements are  
made or only  
after the improvements  
are actually made?

Duggeman thinks guarantees would  
be different (i.e. D and MFC action  
say improvements have to be made)

Could the term be  
petitioned for?

perhaps. Engineers  
still need to get into plan for this  
which Cooper has not turned in. True?

may not be enough show to construct terms

11-19-80

I called Mike L. to find out when I would get in writing his department's recommendation re pad elevations in Riverside Fourth. He is out of town all week. Bulgeman said they had told Cooper the pads must be 87.6 unless some improvements are made. Improvements could be within the channel itself, a berm around the subdivision, or a berm on the east side of the channel. Brug said to call Mike Monday, & perhaps Mike would

put these alternatives  
in writing.

11-19-80

RECEIVED

Commitment No. Y-93,540

NOV 19 1980

METROPOLITAN PLANNING  
ROUTE  Louis

# St. Paul Title Insurance Corporation

ST. PAUL TITLE INSURANCE CORPORATION, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate THREE MONTHS after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, ST. PAUL TITLE INSURANCE CORPORATION has caused this commitment to be signed and sealed by its duly authorized officers, the commitment to become valid when countersigned by an authorized signatory as of Effective Date shown in Schedule A.

ST. PAUL TITLE INSURANCE CORPORATION



BY: *[Signature]*  
CHAIRMAN OF THE BOARD

ATTEST: *[Signature]*  
SECRETARY

COUNTERSIGNED:

BY: *[Signature]*  
AUTHORIZED SIGNATURE



Robbins Realty, a partnership  
The City of Wichita

ALTA COMMITMENT - 1968

SCHEDULE A

Commitment No. Y-93,540

1. Effective date: November 14, 1980 @ 7:00 A.M. Amount  
2. Policy or Policies to be issued: \$ Limited to  
\$ 250.00  
(a)  ALTA Owner's Policy Form A-1970 (Amended 10-17-70)  
 ALTA Owner's Policy Form B-1970 (Amended 10-17-70)  
Proposed Insured: The City of Wichita, a municipal corporation

- (b)  ALTA Loan Policy (Amended 10-17-70)  
  
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple.

4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:

Robbins Realty, a Partnership

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

\* All of the North Half of the Southwest Quarter of Section 21, Township 28 South, Range 1 East of the 6th P.M., except that part lying North of the South 396 feet thereof and West of the West line of Riverside Drainage Canal, Condemnation Case 72947, and except the South 396 feet of the West 1320 feet thereof, Sedgwick County, Kansas.

TO BE PLATTED AS: RIVERSIDE FOURTH ADDITION, Wichita,  
Sedgwick County, Kansas

FIDELITY TITLE COMPANY, INC.

Schedule A consists of 1 pages.  
44-009



SCHEDULE B  
(REQUIREMENTS)

## 1. The following are the requirements to be complied with:

A. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.

B. Instruments in insurable form which must be executed, delivered and duly filed for record.

- (1) Procure and file and record a properly approved and satisfactorily executed Plat of RIVERSIDE FOURTH ADDITION, Wichita, Sedgwick County, Kansas, executed by Robbins Realty, a Partnership, as fee owner.
- (2) 1980 real estate taxes show paid; Key #B-205-UP.
- (3) Company has been furnished with a copy of proposed plat, which contains grants for utility easements, building setbacks, drainage dedication, access and maintenance easement and minimum pad elevation.

## (EXCEPTIONS)

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. (A) Rights of dower, curtesy, homestead or other marital rights of spouse, if any, of any individual insured. (B) Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished imposed by law and not shown by the public records. (C) Survey: Any encroachments, measurements, party walls, or other facts which a correct survey of the premises would show. (D) Easements, or claims of easements, not shown by the public records. (E) Rights or claims of parties in possession not shown by the public records.
3. All assessments and taxes for the year 1981 and all subsequent years.
4. Drainage Cannal condemned in District Court Case 72947.
5. Drainage Easement condemned in District Court Case A-55279.
6. Any restrictions, covenants and conditions to be imposed subsequent to the recordation of the title.
7. Any easements, streets or right-of-ways to be dedicated to the public including but not limited to all abutter's rights or access to any streets, drainage rights of way, public utilities, approval of elevation or other restrictive matters that may be reserved, dedicated or granted in the recorded Plat.

FIDELITY TITLE COMPANY, INC.

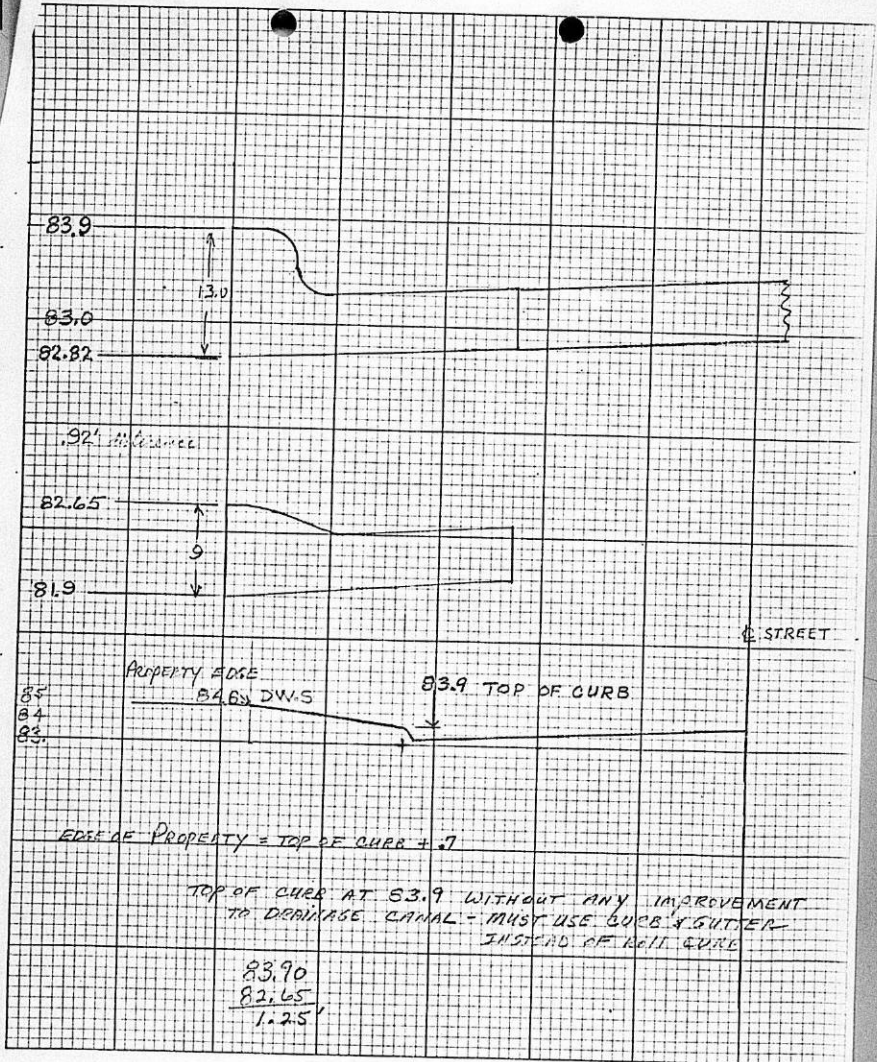
Schedule B of this Commitment consists of 1 pages.  
44-043



## Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

11/5/80 MIKE LINDEBACH



DIETZEN CORPORATION NO. 375  
MADE IN U.S.A.

received from Dale Cooper 11-12-80

November 13, 1980

John Wynkoop, Director of Water and Water Pollution Control  
Louise Olivarez, Senior Planner

Development events for Riverside Fourth Addition

Attached are notes regarding two recent meetings which were held to discuss the proposed plat of Riverside Fourth Addition. This information is being provided to keep you up-to-date on the development events of this plat which is one of the three projects our department agreed to monitor for the Utility Location/Coordination Council.

Louise Olivarez  
Senior Planner

LO:bh  
Attachments

WICHITA-SEDGWICK COUNTY

DATE

METROPOLITAN AREA PLANNING DEPARTMENT

November 13, 1980

TO S/D 80-33 - Riverside Fourth Addition file  
FROM Louise Olivarez, Senior Planner  
SUBJECT Scheduling of plat for Board of City Commissioners

On November 12, 1980, Dale Cooper met with Robert Lakin and Louise Olivarez to discuss the timetable for scheduling the plat of Riverside Fourth Addition before the City Commission. He stated he did not want to petition for any improvements until the minimum pad requirements were settled but that he would like for the plat to be on the same agenda as the discussion of the Riverside Drainage District improvements. He had thought this matter would be scheduled for 11-18-80. Lakin called the Manager's office to find out if this item had been scheduled for any agenda yet and was told it could possibly be scheduled for 11-25-80 or 12-2-80.

Cooper said City Engineering was ready to recommend a pad elevation for the plat. (I have asked Mike Lindebak to give us this recommendation in writing). Cooper still wants the plat to show 83.0 with a statement that a higher elevation will be required if channel improvements are not made. Lakin wants the plat to show the higher elevation as being required with a statement that the elevation can be lowered to 83.0 if improvements are made.

Cooper said he had discussed with Bruggeman the possibility of building a berm on the east side of the drainage channel from 47th Street South to the south line of his plat. If the City does not agree to making channel improvements, then Cooper might agree to build the berm if this will allow him to have a pad elevation of 83.0.

Tentatively, the plat will be scheduled for Board of City Commission, 12-2-80, and release for recording will be withheld until all platting requirements have been satisfied.

*Louise Olivarez*  
Louise Olivarez  
Senior Planner

LO:bh

November 13, 1980

TO S/D 80-33 - Riverside Fourth Addition file  
FROM Louise Olivarez, Senior Planner  
SUBJECT Minimum pad elevations

On November 3, 1980, the following persons met in the MAPD Conference Room at 2:00 p.m., to discuss the drainage requirements for Riverside Fourth Addition:

Richard Robinson, platlor  
Dale Cooper, platlor  
John Wynkoop  
Robert Lakin  
Jack Galbraith  
Louise Olivarez  
Paul Graves  
Mike Lindebak  
Steve Lackey  
Chris Brittenstein  
Paul Johnston  
Leland Johnson  
Bill Earlywine

The meeting was called at the request of the platlors after the Planning Commission took action on October 9, 1980, to approve the plat subject to the minimum pad elevation requirements being resolved with City Engineering. (The Subdivision Committee had recommended on October 2, 1980, to require that a minimum pad of 87.6 be shown on the plat until such time as drainage channel improvements were made and then the pad could be reduced to 83. On October 9th the platlors asked that the Planning Commission revise this requirement).

Following is a summary of the November 3rd discussion regarding minimum pad elevations (all elevations are given in City datum figures):

- JOHNSTON: 84.6 is the 100-year flood elevation and also the design high water for an unimproved channel. Recommends minimum pad on plat of 87.6.
- ROBINSON: Wants plat approved with 83.0 if channel is improved, 85.6 (1 foot above 100-year flood) if channel is not improved. City ordinance requires mobile homes to be one foot above 100-year flood.
- JOHNSTON: 83.0 minimum pad IF design water surface is obtained by improving the channel.
- LINDEBAK: If BCC does not commit to a channel improvement project, minimum pad should be 87.6.

S/D 80-33 Riverside Fourth Addition file  
November 13, 1980  
Page 2

- LAKIN: Even if plat shows 83 elevation, if flood maps show 84.6 then permits will have to require 84.6.
- LINDEBAK: Street grades will be set at 84.6 (85.6 curb).
- LINDEBAK: Transition of streets from Riverside 3rd and 4th will be about 4% grade for several hundred feet.
- LAKIN: Subdivision Regulations say we set minimum pad at the 100 year flood elevation.
- ROBINSON: Can a berm around the channel be built at 87.6 from 47th to the south line of the plat?
- JOHNSTON: Federal flood insurance law requires building elevation to be at least to 100-year flood elevation. Any individual community can make more stringent requirements.
- JOHNSTON: Part of this plat lies within floodway (according to most recent flood rate maps), and cannot be built on without drainage improvements being made.
- LAKIN: 84.6 (flood elevation ) is o.k. for minimum pad because Subdivision Regulations require pad to be at (or above) flood elevations.
- LINDEBAK: thinks people will not want their homes 1 foot below curb elevation.
- EARLYWINE: 2% grade from home to street is required.
- ENGINEERING: Wants 87.6 if channel improvements are not assured.

Meeting adjourned at 3:40 p.m.

November 13, 1980

Mr. Richard Robinson  
Robbins Realty  
5301 S. Broadway  
Wichita, Ks. 67216

Re: S/D 80-33 - Riverside Fourth Addition - "Declaration of Protective Covenants" and "Agreement" between K.T.A. and Robbins Realty

Dear Mr. Robinson:

I have reviewed the covenants and the agreement as referenced above with regard to our platting requirements and request that the following changes and/or additions to the documents be made.

AGREEMENT:

- 11-18-80 ✓ 1. Submit copy of attachments labeled Exhibit "A" and Exhibit "B".

OK 11-18-80 ✓ COVENANTS:

1. Some time frame should be established for the creation of the homeowners' association (corporation). Since paragraph 3 of item "M" on Page 6 states that the acquisition of any lot automatically carries with it a membership in the corporation, you should provide for the establishment of the corporation prior to the sale of any lots. *Final deed says a corp will be formed and further states that sale of any lot will automatically constitute membership in the corporation. Corporation of record should be formed at time of sale.*
2. If Blocks 6 and 7 are not to be subjected to these covenants, then paragraph 3 of item M and item N should exclude these blocks.
3. Item M states that a corporation will be formed for the purpose of maintaining the lake(s) in the subdivision but item N says that maintenance of the lake will be the responsibility of the corporation, or the lot owners. Item N also states that the lake is to be owned proportionately by each lot owner (including Blocks 6 and 7?). Does this mean that actual title to the lake area (Reserves A and B) will be conveyed to each lot owner? The usual way this type of situation is handled is for the homeowners' association to own the lake, as a corporation, and to provide for its maintenance, as a corporation. Each lot owner is a member of the corporation.

Mr. Richard Robinson  
November 13, 1980  
Page 2

4. ✓ Our legal counsel has recently requested the inclusion of certain wording regarding the City's authority to maintain reserve areas. The wording is as follows: "In the event the reserves are not satisfactorily maintained, the City of Wichita or its designee may enter into and upon the reserves, perform the required maintenance, the cost of which shall be assessed equally among all the lots in Blocks 1 thru 5, Riverside Fourth Addition and may be established and treated as liens thereon in the same manner as special assessments." This wording should replace the last phrase in item N.

If you have any questions regarding these requested changes in the covenants, I will be happy to discuss them with you. I have enclosed the signed covenants which you previously submitted.

Sincerely,

Louise Olivarez  
Senior Planner

LO:bh  
Encl.

DECLARATION  
OF  
PROTECTIVE COVENANTS

10-13  
JK  
Duplicate Copy

RIVERSIDE 4TH ADDITION  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

THIS DECLARATION, by the undersigned, hereinafter called Grantors, who are the owners of all lots and plots in Blocks 1, 2, 3, 4 and 5 of Riverside 4th Addition to the City of Wichita, Sedgwick County, Kansas,

WITNESSETH,

WHEREAS, Grantors are the owners of Blocks 1, 2, 3, 4 and 5 of Riverside 4th Addition, City of Wichita, Sedgwick County, Kansas, and are desirous of subjecting said real property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

NOW THEREFORE, the Grantors hereby declare that the real property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

DEFINITION OF TERMS

Certain terms and words, for the purpose of these covenants, are defined in Section 28.04.020, Chapter 28.04 of Title 28 (Zoning Ordinance) of the Code of the City of Wichita, Kansas, as amended to the effective date of these covenants.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements with respect to the various clauses and sections of this declaration is located in the City of Wichita, County of Sedgwick, State of Kansas, and is more particularly described as Blocks One (1), Two (2), Three (3), Four (4) and Five (5) of Riverside

Fourth Addition to the City of Wichita, the plat of which is of record in the office of the Register of Deeds of Sedgwick County, Kansas, and hereinafter referred to as "Addition".

No property other than that described above shall be deemed subject to this declaration.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each lot or plot thereof; to protect the owners of lots or plots against such improper use of surrounding lots or plots as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to guard against the placement thereon of old, damaged or unsightly mobile homes or of poorly designed or improperly proportioned structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the placement of attractive mobile homes thereon, with appropriate locations thereof on lots or plots; to secure and maintain proper setbacks from streets, and adequate free spaces between mobile homes; and in general to provide for a high type and quality of mobile homes and improvements on said property.

- A. The minimum mobile home which shall be placed or permitted to remain on any lot or plot subject to this declaration will be a 1976 or later model mobile home containing seven hundred (700) or more square feet of living area; such mobile home to be placed parallel to and immediately adjacent to side yard setback line and with front of such mobile home parallel to and immediately adjacent to front yard setback line (tongue removed), if on a rectangular lot or plot; such mobile home to be placed immediately adjacent to and parallel to either a side yard or rear yard setback line, if on a triangular lot or plot; such mobile home to be provided with skirting on all four sides, to be fabricated of new material and painted to harmonize with the colors of the mobile home; such lot or plot to be provided with a driveway, constructed of concrete, at least ten (10) feet in width and twenty (20) feet in length, measured from the front property line; such lot or plot to be planted to grass (except flower or vegetable garden areas) and landscaped with a minimum of six (6) shrubs and two (2) shade trees. Any waiver of these minimum standards will require the approval of the Development Committee in writing.
- B. These covenants shall and do hereby provide that no improvements, out-buildings, energy collecting devices and equipment, or fences shall be erected or placed on any lot or plot until the plans and specifications, showing the location on the particular lot

*Development  
Committee met  
defined until  
page 6*

or plot have been submitted to and approved in writing as to conformity and harmony, with respect to other improvements, and as to location of the improvements with respect to topography, grade and finished ground elevation, by the Development Committee; provided, however, that the said Committee, its members, successors, or assigns, shall not be liable for damages to any one so submitting plans for approval, or to any other owner or owners of lots or plots covered by this instrument by reason of mistake in judgement, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve such plans, likewise anyone so submitting plans to the said committee for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover damages against the said Development Committee. In the event the said committee fails to approve or disapprove such design, height and location within thirty (30) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of the terms and conditions of this Section B, and no suit to enjoin the erection, establishment or alteration of such improvements has been commenced within sixty (60) days, as herein-after provided, this Covenant will be deemed to have been fully complied with.

- C. It is hereby provided that no golf courses, miniature golf courses, driving tees, nurseries, farming or truck gardening, greenhouses in which plants are raised for sale, retail, wholesale, manufacturing or repair business of any kind, nor home occupations (ministers, rabbis, and priests excepted) shall be permitted on any lot or plot or in any mobile home or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become any annoyance or nuisance to the neighborhood, shall be carried on upon any lot or plot or in any mobile home or appurtenant structures erected thereon.
- D. No accessory structure, basement or cellar or garage erected on a lot or plot 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.
- E. No used, second-hand or previously erected structure of any kind shall be moved or placed, either in sections or as a whole, upon said land, nor shall any house trailer be moved, placed or permitted to remain upon a lot or plot subject to these covenants.

The following definitions are inserted as a clarification of the foregoing:

HOUSE TRAILER. A vehicular portable dwelling unit designed especially for short term occupancy; such as travel trailers, campers, house boats, converted buses and other similar units whether self propelled, pulled or hauled and are designed primarily for highway travel without a special permit; and/or does not comply with all the requirements of the minimum housing code as a dwelling unit.

MOBILE HOME. A movable detached single family dwelling unit with all of the following characteristics:

- (a) Designed for long term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower bath and kitchen facilities, with plumbing and electrical connections provided for attachment to outside systems;
- (b) Designed and constructed on a chassis that is capable of being transported after fabrication on its own wheels or detachable wheels;
- (c) Arrive at the site where it is to be occupied as a dwelling complete, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on supports, connection to utilities, and the like; and
- (d) Not placed on a foundation as required for a permanent structure.

STRUCTURE. A structure is anything which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner and affixed to the property.

For the purpose of construing this clause, a single or double-wide mobile home are not considered to be a structure.

- F. No motor vehicle shall be parked or permitted to remain on any lot or plot subject to these covenants, except on a paved driveway; no disabled, partially disassembled or junk automobiles or motor vehicles of any kind shall be kept on any part of the real property subject to these covenants.
- G. No animals or poultry of any kind, other than dogs or cats that are house pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants.
- H. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the lots or plots herein restricted without the consent in writing of the Committee, provided, however, that permission is hereby

granted for the erection and maintenance of not more than one signboard on each lot or plot, which signboard shall not be more than four (4) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the lot or plot upon which it is erected and improvements or mobile home thereon, if any.

- I. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the front and side street set-back lines, nor shall any television or radio antenna project higher than twenty-five (25) feet above the ground except upon approval in writing by the Committee.
- J. Oil drilling, oil development operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the lots or plots subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the lots or plots covered by these covenants. Fuel oil storage tanks, as a part of the heating equipment of a mobile home, shall be permitted only if located under ground.
- K. Easements for gas and water lines, sewer and utility installations, drainage reserves and right-of-ways, and the maintenance of same, affecting all lots or plots subject to these covenants are reserved as shown on the recorded plat of Riverside Fourth Addition.
- L. Except as provided in Section M, each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantors and upon their successors and assigns and upon each of them and all parties and all persons claiming under them for a period of thirty (30) years from date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each; provided, however, that the property owners as hereinafter defined, owning sixty percent (60%) of the lots or plots herein subjected to this declaration which are hereby restricted, may release all of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions at the end of this first thirty year period, or any successive twenty-five year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Sedgwick County, Kansas, at least one year prior to the expiration of this thirty year period or of any successive twenty-five year period thereafter.

For the purpose and to determine who may be the property owners, as that term is used herein, they shall be any person, firm, corporation or other legal entity named as

**SUPERSEDED**  
*see note page*

granted for the erection and maintenance of not more than one signboard on each lot or plot, which signboard shall not be more than four (4) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the lot or plot upon which it is erected and improvements or mobile home thereon, if any.

- I. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the front and side street set-back lines, nor shall any television or radio antenna project higher than twenty-five (25) feet above the ground except upon approval in writing by the Committee.
- J. Oil drilling, oil development operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the lots or plots subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the lots or plots covered by these covenants. Fuel oil storage tanks, as a part of the heating equipment of a mobile home, shall be permitted only if located under ground.
- K. Easements for gas and water lines, sewer and utility installations, drainage reserves and right-of-ways, and the maintenance of same, affecting all lots or plots subject to these covenants are reserved as shown on the recorded plat of Riverside Fourth Addition.

REVISED COPY

L. Except as provided in Section M, each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantors and upon their successors and assigns and upon each of them and all parties and all persons claiming under them for a period of thirty (30) years from date hereof, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each; provided, however, that with the exception of Section N, the property owners as hereinafter defined, owning sixty percent (60%) of the lots or plots which are hereby restricted, may release all of the land so restricted from any one or more of said restrictions (Section N excepted) or may change or modify any one or more of said restrictions (Section N excepted) at the end of this first thirty year period, or any successive twenty-five year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Register of Deeds of Sedgwick County, Kansas, at least one year prior to the expiration of this thirty year period or of any successive twenty-five year period thereafter.

For the purpose and to determine who may be the property owners, as that term is used herein, they shall be any person, firm, corporation or other legal entity named as

grantees in any deed to the property subject to these Covenants and last recorded in the office of the Register of Deeds, Sedgwick County, Kansas.

A recordable certificate by an abstractor or title company doing business in Sedgwick County, Kansas, as to the record ownership of the property hereby restricted and a recordable certificate by a registered or certified surveyor or engineer authorized to practice in the State of Kansas as to the lot or plot owned by the record owners as shown by said abstractors or title companies certificate shall be deemed conclusive evidence of fee simple title ownership of property and lots or plots thereof so owned and hereby restricted with regards to compliance with the provisions of this section.

- M. The Development Committee may, by majority vote, at its sole discretion, form, or cause to be formed a non-profit corporation for the purpose of beautification of said addition, to enhance the aesthetic value, and for the general use, protection and benefit of owners of each lot or plot in said area; such beautification will require the maintenance of, but is not limited to, planting or landscaping on any community area, on parking, on reserves and rights-of-way, and decorative treatment of entrance ways and other areas which lend themselves to such treatment, and the treatment and maintenance of all lakes and waterways in said area.

The Development Committee shall consist of three persons. The initial committee shall consist of W. Dale Cooper, Willis E. Hartman and Richard S. Robinson. If any of said persons fail to serve on said Committee, the remaining committee members may appoint a successor. The term for each committee member shall be indefinite and upon the assignment by the committee of its functions to the non-profit corporation expected to be organized for the benefit of owners of lots or plots in the addition, the committee as such shall cease. Members of said Development Committee shall serve without compensation.

The acquisition of a lot or plot in said addition automatically carries with it a membership in the said non-profit corporation, with the liabilities and benefits of such membership. Each residential lot or plot shall be subject to an annual improvement assessment to be paid to the non-profit corporation annually in advance by the respective owners. The amount of such assessment shall be fixed by the non-profit corporation from year to year but such assessment shall not exceed Twenty Five Dollars (\$25.00) per lot or plot in any one year unless it is increased at a meeting of the members called for that purpose prior to the date on which the assessment is due for the year which said increase is proposed, and two-thirds (2/3) of the members present at such meeting vote for an increase. No increase in the rate of assessment may be

**SUPERSEDED**  
*see next page*

grantees in any deed to the property subject to these Covenants and last recorded in the office of the Register of Deeds, Sedgwick County, Kansas.

A recordable certificate by an abstractor or title company doing business in Sedgwick County, Kansas, as to the record ownership of the property hereby restricted and a recordable certificate by a registered or certified surveyor or engineer authorized to practice in the State of Kansas as to the lot or plot owned by the record owners as shown by said abstractors or title companies certificate shall be deemed conclusive evidence of fee simple title ownership of property and lots or plots thereof so owned and hereby restricted with regards to compliance with the provisions of this section.

- M. The Development Committee shall form, or cause to be formed a non-profit corporation for the purpose of beautification of said addition, to enhance the aesthetic value, and for the general use, protection and benefit of owners of each lot or plot in said area; such beautification will require the maintenance of, but is not limited to, planting or landscaping on any community area, on parking, on reserves and rights-of-way, and decorative treatment of entrance ways and other areas which lend themselves to such treatment, and the treatment and maintenance of all lakes and waterways in said area.

*when will corporation be formed?  
If any purchaser of any lot in blocks (there) is automatically a member, then the corporation must be formed prior to the sale of any lots.*

**REVISED COPY**

The Development Committee shall consist of three persons. The initial committee shall consist of W. Dale Cooper, Willis E. Hartman and Richard S. Robinson. If any of said persons fail to serve on said Committee, the remaining committee members may appoint a successor. The term for each committee member shall be indefinite and upon the assignment by the Committee of its functions to the non-profit corporation which will be organized for the benefit of owners of lots or plots in the addition, the committee as such shall cease. Members of said Development Committee shall serve without compensation.

*also blocks 6 & 7 ?*

The acquisition of a lot or plot in said addition automatically carries with it a membership in the said non-profit corporation, with the liabilities and benefits of such membership. Each residential lot or plot shall be subject to an annual improvement assessment to be paid to the non-profit corporation annually in advance by the respective owners. The amount of such assessment shall be fixed by the non-profit corporation from year to year but such assessment shall not exceed Twenty Five Dollars (\$25.00) per lot or plot in any one year unless it is increased at a meeting of the members called for that purpose prior to the date on which the assessment is due for the year which said increase is proposed, and two-thirds (2/3) of the members present at such meeting vote for an increase. No increase in the rate of assessment may be

made for more than one year at a time. All such assessments shall be due and payable upon written notification of said non-profit corporation. Any unpaid assessments shall become a lien against such lot or plot by the filing of a notice of non-payment of assessment in the office of the Register of Deeds of Sedgwick County, Kansas, against each lot or plot on which an assessment is due and unpaid, such lien, however, shall be junior and inferior to any mortgage lien filed of record prior to the filing of the aforesaid notice of non-payment of assessment.

*Does the "Committee" own the property (or do the platons own it)?*  
*These covenants need to provide for the ownership (as well as maintenance) of the reserves (drainage) not acceptable.*

*If the reserves are owned by lot owners proportionately (?) then how can the corporation be given maintenance responsibility?*

*"and may be treated as special assessments..."*

At any time, and from time to time after such corporation is authorized to operate, the Committee may, at its sole option, convey and assign to such corporation such property or rights incident thereto under jurisdiction of said Committee as may be appropriate to carry out the purpose of such corporation, and further, may assign or transfer to such corporation all or any part of rights, powers and privileges reserved to said Committee in these covenants, including the authority to pass on plans and specifications of structures and improvements to be constructed on any lot or plot subject to these covenants, together with any or all of its other interests in said protective covenants, including its right to enforce, transfer or assign those rights or any one or more of them at any time, and after such transfer, conveyance or assignment by said Committee, to such corporation, such corporation may, at its sole discretion, and at any time thereafter, exercise, transfer, convey and/or assign such property, rights or privileges, any part or all of them.

*Reserves A & B*  
 The lake created as a part of the drainage plan or the addition is owned proportionately by the owners of each lot or plot in the addition; the maintenance of said lake and surrounding shore-line being the responsibility of said owners and/or the non-profit corporation and in the event the owners or the non-profit corporation fail to maintain the drainage reserves which comprise the lake, the appropriate governing body is authorized to maintain said reserves and to charge the costs proportionately to the owner of each lot or plot in the addition. *(Includes all blocks)*

*Should be one or the other.*

0. The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said lots or plots, their successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of lots or plots, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or her seisin of,



Mr. Robert G. Knight, Mayor  
The City of Wichita  
455 North Main Street  
Wichita, Kansas 67202

*Copy sent to  
Sabel Stone  
(from RAL) 10-10-80*

Dear Mayor Knight:

The Riverside Drainage District was organized many years ago pursuant to the laws of 1905 of the State of Kansas, to construct drainage ways and to perform maintenance "as may be deemed necessary or proper to prevent or restrain overflow or lessen the volume thereof" in waterways in South Wichita.

Land was condemned and the Riverside Drainage Canal was constructed approximately fifty years ago and provided many years of adequate drainage and flood protection to south Wichita and areas south of the Wichita city limits.

During recent years, because of the growth of the city of Wichita and urbanization of previous agricultural lands, demands upon the Riverside Drainage Canal have increased. The Board of Directors of the Riverside Drainage District has, for the past several years, been cleaning and improving the canal in an attempt to accommodate the increasing real estate development within the Riverside Drainage District.

We are aware of several overt attempts towards the dissolution of the Riverside Drainage District, and we have been aware of criticism from other government bodies; however, we have not been consulted at any time by those critics relative to a cooperative effort towards the provision of proper drainage within the Riverside Drainage District.

In the interest of some of our constituents who are taxpayers to the Riverside Drainage District as well as to the City of Wichita, we propose the following:

1. The City of Wichita and/or the Wichita-Valley Center Flood Control Agency clean out the trees and debris that have accumulated in the 1+ mile of the Riverside Drainage Canal where the canal adjoins the Arkansas River. This 1+ mile was removed from our jurisdiction 25 years ago in District Court Case 72947 and in the Riverside Levee Condemnation Case A-48670 and has not been maintained since.

2. The City of Wichita Department of Engineering prepare plans for the improvement of the Riverside Drainage Canal to accomodate anticipated urban development and associated drainage requirements.
3. The City of Wichita would assume all responsibility for improvement of or replacement of bridges across the Riverside Drainage Canal because of such improvements.
4. The City of Wichita would provide all additional rights-of-way required within the city because of such improvements.
5. After a review of the plans for improvement of the Riverside Drainage Canal as submitted by the City of Wichita, the Directors of the District reserve the right to accept the plans, reject the plans or modify the plans. If accepted, the District will proceed to include such improvements to Riverside Drainage Canal in its budget and plan for the improvements. Such improvements would be funded as provided by statute (i.e. - property taxes, benefit district assessments or bonds, whichever seem appropriate and reasonable.)
6. Riverside Drainage District will commence such improvements of the Riverside Drainage Canal, after the 1+ mile between our area of responsibility and the Arkansas River are cleaned out and improved. Progress will be dependent upon the replacement of bridges (if necessary) at the following locations:

Hydraulic	Kansas Turnpike
55th Street South	47th Street South
Broadway	Rock Island Railroad
MacArthur	Seneca
Interstate 235	
7. Riverside Drainage District will maintain the waterways and channelization as improved.

PAGE -3-

8. There is considerable evidence that this Riverside Drainage District is serving an area that is not in the district and not subject to be taxed by the district. We believe the district should be enlarged to include all areas served, so they pay their fair share of the area tax. We would appreciate your engineers setting out this area.

May we look forward to your comments, suggestions and the opportunity to work together in accomplishing what each of us was elected to accomplish?

Sincerely,

RIVERSIDE DRAINAGE DISTRICT

By \_\_\_\_\_  
Roland Saindon, President

October 10, 1980

Delamater, Freund and Associates  
Century Plaza Bldg.  
Wichita, Ks. 67202

Re: S/D 80-23 - Final plat of Riverside Fourth Addition

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, October 9, 1980, 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 October 3, 1980, EXCEPT that item A was amended to read as follows:

- A. The applicant's drainage plan has been approved subject to a minimum pad elevation of 83 City datum if the Riverside Drainage Channel is improved to carry the 100-year storm and a higher elevation (to be determined by the City Engineer) if the channel is not improved to carry the 100-year storm. The higher elevation shall be required and shall be shown on the plat until the City Engineer certifies that the necessary improvements have been made and the minimum pad can be lowered.

The above underlined wording replaces the minimum pad elevation figure of 87.6 which was recommended by the Subdivision Committee. This was changed as a result of your client's advising Bob Lakin that no one had been able to support the figure of 87.6 and because of our not being able to get everyone together, prior to yesterday's Planning Commission meeting, to substantiate the elevation. It was agreed that whatever figure was finally submitted by the City Engineer would be the figure used. Lakin recommended that your client set a meeting with representatives of City Engineering, Operations and Maintenance and Planning. In addition, to Bob Lakin and Ray Bruggeman, the meeting should also include David Stowe and Paul Johnston since questions were raised by your client about the failure to maintain the City's part of the drainage system. John Wynkoop should also possibly be included since your clients have previously discussed their problems with him. The question of minimum pad elevations must be satisfactorily resolved prior to City Commission review of this plat.

In addition to complying with those conditions, it is necessary that

Deleted  
by DCC  
1-13-81  
agreed  
with City  
accepting  
revised

Delamater, Freund and Associates  
October 10, 1980  
Page 2

you meet the following requirements before this plat can be forwarded to the Board of City Commissioners for consideration:

- 11-19 ✓ 1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 11-19 ✓ 2. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the platlor.
- 11-19 ✓ 3. Certification that all taxes due and payable for <sup>1980</sup>1979 and prior years have been paid.

Please call if you have any questions.

Very truly yours,

Louise Olivarez  
Senior Planner

LO:bh

cc: Robbins Realty, 5301 S. Broadway, 67216  
R. W. Bruggeman, Director, Engineering  
David Stowe, Director, Operations and Maintenance  
Paul Johnston, Acting Director, Flood Control  
John Wynkoop, Director, Water and Water Pollution Control

October 3, 1980

Delamater, Freund & Assoc.  
Century Plaza Bldg.  
Wichita, Ks. 67202

Re: S/D 80-33 - Final plat of Riverside Fourth Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, October 2, 1980, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- see letter offer to MAPC*
- A. The applicant's drainage plan has been approved subject to a minimum pad elevation of 83 if the channel is improved to carry the 100-year storm and an elevation of 87.6 if the channel is not improved to the 100-year storm. The higher elevation shall be required, and shall be shown on the plat, until the City Engineer certifies that the necessary improvements have been made and the minimum pad can be lowered.
- B. The applicant shall guarantee all drainage improvements required by the platting of this property, specifically the drainage lake in the reserves and the storm sewers.
- C. The applicant shall guarantee the extension of sanitary sewer and City water to serve all lots. *One Storm sewer and floodwater detection pond - petition*
- D. The applicant shall guarantee the paving of all interior streets, including temporary turnarounds for Mosley, Mead and Mona. *two petitions*
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording. *two petitions*
- F. The existing structure on Lot 16, Block 2, that encroaches into the street right-of-way shall be removed prior to recording the plat. When this structure is removed a letter so stating shall be submitted to the Planning Department.

2-12-81

*letter of credit \$500*

*Mike Kinkade said a \$500 letter of credit would be OK (1-20-81)*

Delamater, Fraund & Assoc.  
October 3, 1980  
Page 2

- OK*  
*10-22-80*  
*Deameter*  
*11-18-80*
- G. A Declaration of Protective Covenants has been submitted but some changes are needed. The covenants shall provide for the definite formation of a homeowners' association to own and maintain the reserves. The clause which states that any of the restrictions may be lifted with the concurrence of 60% of the lot owners shall be revised to state that ownership and maintenance of the reserves shall remain the responsibility of the homeowners association unless other arrangements are approved by the Board of City Commissioners. *revisions submitted 10-7-80*
- H. Access from one of the streets to the 15-foot access and maintenance easement surrounding the proposed lake shall be shown on the final plat tracing. The 15-foot easement shall be continued through the K.T.A. easement.
- I. A 20-foot north and south utility easement on Lot 15, Block 1 and on Lot 1, Block 5 shall be continued through the K.T.A. easement. The applicant has submitted an agreement signed by K.T.A. permitting construction of "a roadway and the provision of utility easements within such roadway" but the agreement does not mention utility easements crossing the K.T.A. easement at locations other than in the roadway. This matter shall be clarified before the plat is forwarded to the governing body. *Cooper says no problem. Sentence on page 2 says owner will provide utility easements across KTA Easement*
- J. The west 15.75 feet of the K.T.A. easement shall be dedicated to the Riverside Drainage District as drainage dedication.
- K. The condemnation case numbers for the K.T.A. easement and the Riverside Drainage Canal shall be shown on the final plat tracing.
- L. 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 certificate is required if petitions are submitted.

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, October 9, 1980, at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,

Louise Olivares  
Senior Planner

LO:bh

cc: Robbins Realty, 5301 S.  
Broadway, 67216  
R. W. Bruggeman, Director,  
Engineering

Final plat  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 80-33 Name Riverside Fourth Addition  
Date Application Rec'd. May 27, 1980 Preliminary Approval June 12, 1980  
Scheduled S/D Meeting Oct. 2, 1980

DESCRIPTION

General Location 1/4 mile north of 55th St. South, adjacent to the  
Riverside Drainage Canal  
Owner Robbins Realty  
Surveyor/Engineer Delamater, Freund and Associates  
Address Century Plaza Bldg., 67202 Phone 263-6121  
27.65 excluding  
1. Gross Acreage of Plat Riverside Drainage 7. Lineal Feet of New Streets:  
2. Number of Lots: Canal a. 400 R/W 70 ft.  
Residential 100 b. 3333 R/W 64 ft.  
Commercial \_\_\_\_\_ c. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
Industrial \_\_\_\_\_ d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
Other \_\_\_\_\_ e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
Total Number of Lots 100 TOTAL 3733 ft.  
3. Minimum Lot Frontage \_\_\_\_\_ ft. 8. Sidewalk adjacent to all  
4. Minimum Lot Area 5,000 streets? yes  no  
5. Existing Zoning AA  
6. Proposed Zoning G and A  
9. Public Water Supply Yes (Yes-No), Name Wichita Water Department  
10. Public Sanitary Sewers Yes (Yes-No), Name City of Wichita  
11. Health Department Approval (where applicable) N/A (Yes-No)  
12. City of Wichita X: Three-Mile Area \_\_\_\_\_

STAFF COMMENTS:

Note: The applicant's associated zone cases requesting "AA" to "G" for Blocks 1 thru 5 and "AA" to "A" for Blocks 6 and 7 have been approved by the Board of City Commissioners subject to platting.

- A. The applicant's drainage plan has been approved subject to a minimum pad elevation of 83 if the channel is improved to carry the 100-year storm and an elevation of 87.6 if the channel is not improved to the 100-year storm. City Engineering shall be prepared to comment on the status of the channel improvements being undertaken by the Riverside Drainage District.
- B. The applicant shall guarantee all drainage improvements required by the platting of this property, specifically the drainage lake in the reserves and the storm sewers.
- C. The applicant shall guarantee the extension of sanitary sewer and City water to serve all lots.
- D. The applicant shall guarantee the paving of all interior streets, including temporary turnarounds for Mosley, Mead and Mona.
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- F. The existing structure on Lot 16, Block 2, that encroaches into the street right-of-way shall be removed prior to recording the plat. When this structure is removed a letter so stating shall be submitted to the Planning Department.
- G. A requirement of preliminary plat approval was that the applicant was to attempt to obtain by separate instrument street rights-of-way dedications for Custy Street to the north and west of this plat. The applicant or his engineer shall come prepared to advise the Committee of his efforts in this regard.

T9-303

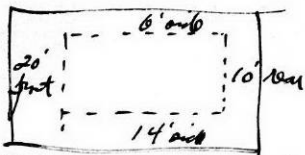
(Over)

- H. A Declaration of Protective Covenants has been submitted but some changes are needed. The covenants shall provide for the definite formation of a homeowners' association to own and maintain the reserves. The clause which states that any of the restrictions may be lifted with the concurrence of 60% of the lot owners shall be revised to state that ownership and maintenance of the reserves shall remain the responsibility of the homeowners association unless other arrangements are approved by the Board of City Commissioners.
- I. Access from one of the streets to the 15-foot access and maintenance easement surrounding the proposed lake shall be shown on the final plat tracing. The 15-foot easement shall be continued through the K.T.A. easement.
- J. A 20-foot north and south utility easement on Lot 15, Block 1 and on Lot 1, Block 5 shall be continued through the K.T.A. easement. Also, the 20-foot utility easement on Lot 32, Block 2, and on Lot 1, Block 4 shall be continued through the K.T.A. easement. The applicant has submitted an agreement signed by K.T.A. permitting construction of "a roadway and the provision of utility easements within such roadway" but the agreement does not mention utility easements crossing the K.T.A. easement at locations other than in the roadway. This matter shall be clarified before the plat is forwarded to the governing body.
- K. The west 15.75 feet of the K.T.A. easement shall be dedicated to the Riverside Drainage District as drainage dedication.
- L. The condemnation case numbers for the K.T.A. easement and the Riverside Drainage Canal shall be shown on the final plat tracing.
- M. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Title 26

10' from all sides or  
red lines. Substitute  
home part.

Clearance and separation:  
20' for all enclosed  
structures



Z.O. requires 10' sides  
9-12-80

WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING DEPARTMENT

*Galbraith*  
*Louise*  
DATE  
August 28, 1980

TO Ray Bruggeman, Director of Engineering  
FROM Robert A. Lakin, Director of Planning  
SUBJECT Riverside Fourth Addition

COPY

I have read your response to Galbraith concerning the above Addition. Where we are setting minimum pad elevations that make as much as a four foot difference whether or not we have or do not have the improvement, it is my thought that we need something more than a general directive to consider including something in a Capital Improvement Program. Especially when we are the lower control number. Because of the cost of making such drainage improvements, either by the City of Wichita or the drainage district, I think that the plat ought not be approved except at the higher elevation unless there is a specific commitment made by one or the other of the groups. I view the Capital Improvement Program approach not to be specific enough. It is my opinion that before this plat goes on the City Commission agenda, that you and I need to discuss this matter with Gene Denton and get his views on it. As it appears, you and I are not in agreement on the approach on this matter. I would prefer that we go in with a single staff position when the plat goes on the agenda if possible.

*RAL*  
\_\_\_\_\_  
Robert A. Lakin  
Director of Planning

RAL:rme

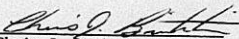
cc: ✓ Jack H. Galbraith, Chief Planner, Current Plans Division

THE CITY OF WICHITA

OFFICE OF DEPARTMENT OF ENGINEERING DATE August 26, 1980

TO Jack Galbraith, Chief Planner  
FROM Chris J. Breitenstein, Acting Drainage Design Engineer  
SUBJECT Riverside Fourth Addition  
Drainage Plan

The above referenced drainage plan is approved, with the understanding that at the time construction plans are prepared any outlets into the Riverside Drainage Canal will have flap gates installed.

  
Chris J. Breitenstein, P.E.  
Acting Drainage Design Engr.

CJB:md

cc: Mike Lindebak  
Louise Olivarez  
John Greeley

*What minimum pads are required?  
Is an improvement project for the ditch a  
condition of approval?*

**RECEIVED**

AUG 27 1980

METROPOLITAN PLANNING  
ROUTE 13

THE CITY OF WICHITA

OFFICE OF Director of Engineering

DATE August 25, 1980

RECEIVED

AUG 25 1980

TO Jack Galbraith, Chief Planner

METROPOLITAN PLANNING  
ROUTE  46

FROM R. W. Bruggeman, Director of Engineering

SUBJECT Riverside Fourth Addition

I do not believe that it would be necessary for the City Commission to actually adopt an initiating resolution for the improvement of the Riverside Drainage Ditch prior to approval of the Riverside Fourth Addition plat.

It is my opinion that if the City Commission would take action to direct that the project be included in the 1981 - 1986 Capital Improvement Program or that a commitment be made by the Riverside Drainage District to improve, that such action would be adequate for plat approval.

*RWB Bruggeman*  
R. W. Bruggeman  
Director of Engineering

RWB:gr

August 18, 1980

R. W. Bruggeman, Director of Engineering  
Jack H. Galbraith, Chief Planner

Riverside Fourth Addition

This is related to your memo to Bob Lakin on August 12, 1980, associated with the above plat. Bob requested that I find out what type of commitment do you see as being satisfactory for the establishment of an 83 minimum pad elevation. His thoughts are that we possibly need an initiating resolution for the drainage project the same time as the plat is considered by the City Commission. If we don't have an actual commitment to do the project, then the 87.6 pad elevation should be set.

Would appreciate your thoughts and recommendations as to the actual guarantee necessary before the 83 elevation is acceptable.

Jack H. Galbraith  
Chief Planner

JHG:bh

THE CITY OF WICHITA

OFFICE OF Director of Engineering

DATE August 12, 1980

RECEIVED

AUG 13 1980

METROPOLITAN PLANNING

ROUTE

TO Robert A. Lakin, Director of Planning

FROM R. W. Bruggeman, Director of Engineering

SUBJECT Riverside Fourth Addition

The Subdivision Committee of the Planning Commission at their meeting of June 12, 1980 took the following action:

In order to resolve the confusion that presently exists regarding minimum pad elevations for this plat, the applicant shall set up a meeting with Flood Control, the Riverside Drainage District, City Engineering and the Planning Department staff prior to filing the final plat. No final plat will be submitted until the final drainage plan has been approved.

The applicant shall also secure a letter from the Riverside Drainage District stating that this plat may drain into the adjacent channel.

A meeting was held Thursday, July 31, 1980 at 10:00 A. M. in the Department of Public Works Conference Room to fulfill the above requirement. The relationship of the Riverside drainage ditch to Riverside Second, Third and Fourth Additions and to the surrounding area was discussed at length including the effect of flooding that would result from the 100-year storm.

My recommendation to the Subdivision Committee, the Planning Commission and the City Commission is as follows:

1. The drainage plan for the Riverside Fourth Addition be approved on the basis of a commitment by the City of Wichita or the Riverside Drainage District to improve the Riverside drainage ditch to carry the 100-year storm. Based on this commitment, a minimum pad elevation of 83.0 City Datum should be set for all lots adjacent to the drainage canal on the east side just west of the proposed streets.

If there is not a commitment to improve the Riverside drainage ditch, then a minimum pad elevation of 87.6 City Datum should be set.


2. The final plat should show a 15' access and maintenance easement around the periphery of the proposed pond with adequate access.

Robert A. Lakin, Director of Planning  
August 12, 1980

Page 2

3. The storm sewer inlets may be Type 22 or Type 1A of a sufficient number to handle the projected run off.
4. Protection of the outfall structures should be provided by means of rip rap or a flume.

Please advise if you desire additional information or if you desire that I appear before the Subdivision Committee or the Planning Commission when the Riverside Fourth Addition plat is considered.

  
R. W. Bruggeman  
Director of Engineering

RWB:gr

cc: Paul B. Graves, Chief Engineer

**RECEIVED**

AUG 12 1980

METROPOLITAN PLANNING

ROUTE

XXXXX 268-4591

Robbins Realty  
5301 So. Broadway  
Wichita, Kansas 67216

August 11, 1980

Attn: Mr. Dale Cooper

Subject: Riverside 4th Addn. - Drainage Plan Revised 7/15/80

Dear Mr. Cooper:

Through review and discussions on subject plat, the drainage plan is approved subject to the following conditions:

- 1) If an agreement and/or arrangement can be made between the Riverside Drainage District and the City of Wichita to improve the existing channel to convey the 100-year storm, a minimum pad elevation of 83.0 City Datum is required for all lots adjacent to the drainage canal on the east side just west of the proposed roads same to be shown on the plat. If provisions are not made for the required channel improvement, a minimum pad requirement of 87.6 City Datum will exist based upon the Federal Insurance Administration design high water value. The agreement or arrangement should be in file or a document stating that such is being worked on.
- 2) The final plat should show a 15' access and maintenance easement around the periphery of the proposed pond along with showing access provisions to reach same.
- 3) In considering the proposed inlets for the storm sewer system, Type 22 should be specified or provisions made for a sufficient number of Type 1A inlets to handle the projected runoff.
- 4) Protection by means of riprap or a flume should be provided at the outfall structures.

If there are any questions or if further discussions are desired, please advise.

Yours truly,

Paul Johnston,  
Acting Director  
Flood Control and Landfill Division

PJ/glm

cc: Scott Stuckey/Riverside Drainage District  
E. W. Bruggeman/Director of Engineering  
Paul Graves/Chief Engineer/Design Div.  
Louise Oliveras/MAPD

Riverside 4th Addn. Plat File  
Riverside 3rd Addn. Plat File

August 1, 1980

Tim Cain, Department of Public Works

Louise Olivarez, Senior Planner

Drainage meeting - Riverside Fourth Addition

Attached is a copy of the notes I made regarding the July 31st meeting as referenced above. If you see any discrepancies in the information as written, please let me know.

Louise Olivarez  
Senior Planner

Attachment

LO:bh

August 1, 1980

John Wynkoop, Director of Water and Water Pollution Control  
Louise Olivarez, Senior Planner

Development event for Riverside Fourth Addition

On July 31, 1980, a meeting was held to discuss drainage in the Riverside Drainage District as it relates to Riverside Fourth Addition. Attached is a summary of that meeting. This information is being provided to keep you up-to-date on the development events of this plat which is one of the three projects our department agreed to monitor for the Utility Location/Coordination Council.

Louise Olivarez  
Senior Planner

LO:bh



DELAMATER, FREUND & ASSOCIATES, P.A.

ENGINEERS & ARCHITECTS

Riverside Drainage District  
c/o Scott Stuckey, Vice President & Treasurer  
4805 S. Minneapolis  
Wichita, Kansas 67216

July 31, 1980

In Re: Drainage Plan/Riverside Fourth Addition

Dear Mr. Stuckey:

This is to advise that the facility which is being proposed to drain the detention pond for the 100 year surface water runoff in Riverside Fourth Addition is through a system of 48" round pipe with an existing flap-gate on the downstream end (in the channel). The flow-line of the 48" round pipe in the canal is 72.4 and the design water surface (100 year) is 80.73. The flowline of the canal at 55th. Street South is approximately 70.2. The top of the water surface in the detention pond for the 100 year surface runoff is elevation 75.2.

From this information, it can be determined that the water in the detention pond will not flow into the Riverside Drainage Canal until that water surface elevation is lower than elevation 75.2, or approximately 5' of drop in the canal before any water will flow out of the detention pond into the drainage canal. It can be assumed then that there will be no flow into the canal during peak flood periods.

We have included a copy of the proposed drainage plan for Riverside Fourth for your study and review, which was approved by the city engineer's office on July 16, 1980.

The above information is true and correct to the best of my knowledge.

Very truly yours,

DELAMATER, FREUND & ASSOCIATES, P.A.

*Wilmer Freund*  
Wilmer Freund, P.E.



249-v

WF:ct

We, officers of Riverside Drainage District, have reviewed and approved the referenced drainage plan for Riverside Fourth Addition this 5th day of August, 1980.

*Scott Stuckey*  
Scott Stuckey, Secretary

RIVERSIDE DRAINAGE DISTRICT  
*Roland Saindon*  
Roland Saindon, President  
*Harold E. Brown*  
Harold E. Brown, Treasurer

cc: Dale Cooper

## METROPOLITAN AREA PLANNING DEPARTMENT

TO S/D 80-33 File: Riverside Fourth Addition  
FROM Louise Olivarez, Senior Planner  
SUBJECT Riverside Drainage Channel improvements  
July 31, 1980 - Public Works Conference Room.

Participants: Bruggeman, Sellers, Lackey, Johnston, Cain,  
Graves, Brittenstein, Dale Cooper, Scott  
Stuckey, Louise Olivarez

A meeting was convened at 10:00 a.m. to discuss the need for channel improvements within the Riverside Drainage District, particularly as related to the development of proposed Riverside Fourth Addition. Paul Johnston displayed the most recent National Flood Insurance map and stated that it indicated a flood hazard 4 feet greater than local information had projected in the past. To reduce the flood hazard, deepening of the existing channel is needed. The proposed design section would fit within existing right-of-way at least from 47th to the River. He explained that Riverside 3rd Addition had been approved a few years ago based on the channel being improved.

Scott Stuckey, secretary of the Riverside Drainage District Board, said this is the first he had heard about the need to deepen the ditch. He stated that his district is currently building up the banks of the ditch to keep flood waters away from the properties immediately adjacent to the ditch. This will cause any flooding to occur at the bridges which are the City's (or County's) responsibility.

Bruggeman stated that property damage will still occur whether it be at the bridges or between the bridges unless channel improvements are made. Bridge improvements will also have to be made whenever channel improvements are made.

It was pointed out that the ground being platted as Riverside Fourth will need to be filled 2 1/2 feet if channel improvements are made, 6 1/2 feet if channel improvements are not made. Dale Cooper said they can get 2 1/2 feet of fill out of the lake which they propose to construct on the site but that 6 1/2 feet of fill would be too costly to obtain.

Lackey said that there were probably several developments in the area which could use the dirt which would be dredged out of the ditch if it is improved -- Riverside 3rd, Riverside 4th, even the District itself could use more dirt for increasing the levee heights.

Since the Riverside Drainage District is a separate entity with powers to tax its benefit district for maintenance purposes, the City cannot go in and make drainage improvements within the District without the District's o.k. Bruggeman asked Stuckey if the District wanted to make the improvements or if it wanted the City to make them or if they wanted to share the costs, or just how the District wanted to handle the situation.

Stuckey asked Johnston to provide information on the proposed design channel specifications so that he can discuss it with the Board Monday night. He asked Bruggeman to put in writing what the City is willing to do, can do, and when.

Discussion then turned to the plat of Riverside 4th and what more needed to be done before they could submit their final plat. Cooper was advised that as soon as his engineer had submitted the minor drainage changes which Johnston had recently requested, the final plat could be submitted. Public Works will provide the City Commission with the drainage alternatives and will recommend as follows: Approve the plat based on minimum pads related to an improved channel. If assurances are not made regarding channel improvements, then increased minimum pads will be required.

The meeting adjourned at 11:30 a.m.

Louise  
File

July 24, 1980

Mr. Scott Stuckey  
4805 South Minneapolis  
Wichita, Kansas 67216

Subject: Riverside Fourth Addition

Dear Mr. Stuckey:

The Subdivision Committee at their meeting of June 12, 1980 took the following action:


In order to resolve the confusion that presently exists regarding minimum pad elevations for this plat, the applicant shall set up a meeting with Flood Control, the Riverside Drainage District, City Engineering and the Planning Department staff prior to filing the final plat. No final plat will be submitted until the final drainage plan has been approved.

The applicant shall also secure a letter from the Riverside Drainage District stating that this plat may drain into the adjacent channel.

A meeting will be held Thursday, July 31, 1980 at 10:00 A. M. in the Public Works Conference Room, Eighth Floor of City Hall, 455 North Main. The purpose of this meeting is to address the above items.

I understand that Mr. Dale Cooper has discussed this meeting time with you and that the time and date is agreeable.

Yours truly,

  
R. W. Bruggeman  
Director of Public Works

RWB:gr

cc: Roland Salndon, Riverside Drainage District  
Harold E. Brown, Riverside Drainage District  
Jack Galbraith, Chief Planner ✓  
Dean Sellers, Acting City Engineer  
Paul Johnston, Acting Flood Control and Landfill Director

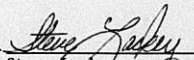
**THE CITY OF WICHITA**

OFFICE OF PUBLIC WORKS ENGINEERING      DATE July 16, 1980

TO Jack Galbraith, Chief Planner  
FROM Steve Lackey, Design Chief Engineer  
SUBJECT Riverside Fourth Addition

Delamater, Freund & Associates, P.A. has submitted a drainage plan for the above referenced plat. The plan has been reviewed by our office and approved.

If you have any further questions, please advise.

  
Steve Lackey  
Design Chief Engineer

SL:md

cc: Dale Cooper, Robbins Realty  
Wilmer Freund, P.E.

**RECEIVED**

JUL 17 1980

METROPOLITAN PLANNING

ROUTE    
 Louise



DELAMATER, FREUND & ASSOCIATES, P.A.

ENGINEERS & ARCHITECTS

July 15, 1980

Mr. Steve Lackey, P.E.  
Design Chief Engineer - City of Wichita  
Dept. of Public Works - Engineering Division  
City Hall - 7th. Floor  
455 North Main  
Wichita, Kansas 67202

RECEIVED

JUL 16 1980

METROPOLITAN PLANNING  
ROUTE  *Course End*

In Re: Drainage Plan - Riverside Fourth Addition

Dear Mr. Lackey:

Please reference your letter to us dated July 3, 1980 discussing the above referenced drainage plan.

We have made the revisions to the original plan with exception of your suggestion #2 requiring an energy dissipator at the entrance of the pond from the Kansas Turnpike.

Accordingly, we have revised the inlets to type 1-A, we have shown the flow lines of the two inlets out-falling into the canal at elevations 72.8, and we have changed the C value for mobile homes to 0.50.

Please note that this did not require changing the size of the pipe in any of the cases.

With respect to the energy dissipator, as confirmed with you via phone this morning, the velocity is 2 fps and we have agreed that this will not require the use of energy dissipators in this case.

We will appreciate your review of this revised plan and any comments you may have. If you approve, please notify us at your earliest convenience.

Very truly yours,

DELAMATER, FREUND & ASSOCIATES, P.A.

*Wilmer Freund*  
Wilmer Freund, P.E.

cc: Mr. Dale Cooper  
Robbins Realty

Mr. Jack Galbraith  
Chief Planner, M.A.P.D.

Enclosures (2)  
WP:ct  
249-V

WICHITA



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
CITY HALL — SEVENTH FLOOR  
455 NORTH MAIN STREET  
WICHITA, KANSAS 67202  
(316) 298-4501

RECEIVED

JUL 7 1980

METROPOLITAN PLANNING

ROUTE

Louise

July 3, 1980

R. S. Delamater, P.E.  
Delamater, Freund & Associates, P.A.  
412 Century Plaza Building  
111 West Douglas  
Wichita, Kansas 67202

Re: Drainage Plan -  
Riverside Fourth Addition

Dear Mr. Delamater:

The drainage plan submitted for Riverside Fourth is approved by our office with the following comments:

1. Type 22 inlets are specified; we prefer our standard of Type 1-A.
2. An energy dissipater is necessary at the entrance of the pond from K.T.A.
3. The flow lines of the two inlets outfalling into the canal have the same elevation as the pipe outfalling from the pond; these need to be graded properly.
4. Check your 'C' value for mobile home use versus residential use. I believe you will find that, due to the higher density, the C value for mobile homes is higher than single family residential use.

If you have any questions, please advise.

Yours truly,

Steve Lackey, P.E.  
Design Chief Engineer

SL:md

cc: Jack Galbraith, Chief Planner  
Dale Cooper, Robbins Realty

John Wynkoop

Director of Water and  
Water Pollution Control

JH.G.

7-1-80

Subject Development Plans for  
Riverside Fourth Addition

Contact: Dale Cooper - Designer.

Remarks:

Discussed filing a request  
for "G" Subdiv Home District  
to develop a Subdiv Home  
Subdivision with Forest Study  
and road.

Forwarded application, schedule  
for hearings.

Discussed preliminary conditions of  
planning.

WICHITA-SEDGWICK COUNTY

DATE  
July 2, 1980

METROPOLITAN AREA PLANNING DEPARTMENT

TO John Wynkoop, Director of Water & Water Pollution Control  
FROM Jack H. Galbraith, Chief Planner, Current Plans Division  
SUBJECT Development events for Riverside Fourth Addition

The following is a description of the sequence of events, to date, for the above-captioned matter:

- Event: Discussed filing a request for "G" Mobile Home District to develop a mobile home subdivision.  
Date: Early April, 1980.  
Contact person: Dale Cooper, Robbins Realty  
Remarks: Talked with Jack Galbraith
- Event: Filing of zone change request for "AA" to "G" (Mobile Home)  
Date: April 24, 1980  
Contact with: Dale Cooper  
Remarks: Application received by Louise Olivarez, Senior Planner. Applicant advised that application would be considered by MAPC on May 22, 1980.
- Event: Filing of sketch plat for subject site.  
Date: May 6, 1980  
Contact with: Dale Cooper  
Remarks: Application received by Forrest Nagley, Junior Planner.
- Event: Copy of sketch plat sent to Traffic Engineering, Flood Control and City Engineering.  
Date: May 8, 1980  
Contact with: Bill McKinley, Assistant Traffic Engineer; Paul Johnston, Acting Director of Flood Control; and Mike Lindebak, Project Development Engineer.  
Remarks: General agreement that sketch plat needed substantial redesign prior to authorizing preparation of preliminary plat.

5. Event: Meeting with applicant regarding design inadequacies of sketch plat.

Date: May 12, 1980

Contact with: Dale Cooper

Remarks: Discussed improper street alignments, excessive amounts of street, etc. Jack Galbraith and Forrest Nagley were the Planning Department staff who met with Cooper.

6. Event: Meeting with applicants regarding revised sketch plat.

Date: May 13, 1980

Contact with: Dale Cooper & Richard Robinson

Remarks: Galbraith accepted revised sketch plat and authorized work to begin on preliminary plat.

7. Event: M.A.P.C. considered request for "G" zoning.

Date: May 22, 1980

Contact with: Richard Robinson

Remarks: Approved subject to platting.

8. Event: Preliminary plat considered by Subdivision Committee of M.A.P.C.

Date: June 12, 1980

Contact person: Richard Robinson

Remarks: Preliminary plat approved subject to conditions outlined in letter to platting engineer dated June 13, 1980.

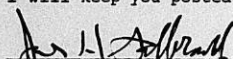
9. Event: Board of City Commissioners considered associated zone case.

Date: June 17, 1980

Contact person: Richard Robinson

Remarks: Approved as recommended by M.A.P.C.

As this plat continues to progress through the Subdivision process, I will keep you posted.

  
\_\_\_\_\_  
Jack H. Galbraith  
Chief Planner

JHG:FLN:sad

6-13

Delamater, Freund & Associates  
Century Plaza Bldg.  
Wichita, Ks. 67202

Re: S/D 80-33 - Preliminary plat of Riverside Fourth Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 12, 1980, 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:

*H.A.*  
*How*  
*F.C.*  
*approved*

In order to resolve the confusion that presently exists regarding minimum pad elevations for this plat, the applicant shall set up a meeting with Flood Control, the Riverside Drainage District, City Engineering and Planning Department staff prior to filing a final plat. No final plat shall be submitted until a final drainage plan has been approved. *see memos from Lackey & Johnston*

- B. Approval of this preliminary plat shall be subject to approval of the applicant's associated zone case (Z-2251). *approved 6-17-80*
- C. The applicant shall guarantee the extension of sanitary sewer and City water to serve all lots.
- D. The applicant shall guarantee the paving of all interior streets, including temporary turnarounds for Mosley, Mead and Mona.
- E. The applicant shall guarantee all drainage improvements required by the platting of this property.
- F. The final plat shall indicate the intended purposes of Reserves A and B.
- G. A restrictive covenant and/or a Homeowners Association Agreement which provides for the ownership and maintenance of the reserves shall be submitted to the Planning Department for review. Such covenant and/or agreement shall contain a provision which gives the appropriate governing body authority to maintain the reserves and charge the costs to the owner(s) in the event the owner(s) fail to maintain them.

Delamater, Freund & Assoc.  
Page 2  
June 13, 1980

- H. The existing structure on Lot 16, Block 2, that encroaches into the street right-of-way shall be removed prior to recording the plat. When this structure is removed, a letter so stating shall be submitted to the Planning Department.
- I. The final plat shall indicate a 25-foot front yard setback from Mead and a 15-foot side yard setback from Mona on Lot 4, Block 6, and Lot 3, Block 7.
- J. The final plat shall indicate the utility easements as requested by K.G. and E. Said easements are shown on the enclosed "marked" engineer's copy of the plat.
- K. The applicant shall contact the Kansas Turnpike Authority *see agreement* in order to secure a letter stating that utilities may cross the KTA Drainage Easement. The applicant shall also secure a letter from the Riverside Drainage District stating that this plat may drain into the adjacent channel. Copies of both of these required letters shall be submitted to the Planning Department.
- L. All easements labeled on the preliminary plat for drainage and utilities shall be separated on the final plat.
- M. The final plat shall indicate a 10-foot front lot line sanitary sewer easement in Blocks 1 and 5.
- N. The applicant shall attempt to obtain by separate instrument street right-of-way dedications for Custy Street to the north and west of this plat.
- O. The south half of street right-of-way for Custy that is being dedicated on this plat shall be increased to 33 feet (collector standard).
- P. The final plat shall indicate the following street name changes:
  - 1. Mosley Court to Mona Circle;
  - 2. Mona Lane to Mona;
  - 3. Idlewild to 52nd St. South;
  - 4. 51st Street South to Idlewild;
  - 5. Labal half street right-of-way as Custy.
- Q. 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.
- R. 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.

Delamater, Freund & Assoc.  
Page 2  
June 13, 1980

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

Sincerely,

Forrest L. Nagley  
Junior Planner

FLN:bh

cc: Robbins Realty, 5301 S. Broadway, 67216  
Paul Johnston, Flood Control  
Dean Sellers, Acting City Engineer

THE CITY OF WICHITA



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
CITY HALL — SEVENTH FLOOR  
455 NORTH MAIN STREET  
WICHITA, KANSAS 67202  
(316) 268-4501

R. S. Delamater, P.E.  
Delamater, Freund & Associates, P.A.  
412 Century Plaza  
Wichita, KS 67202

RECEIVED

JUN 3 1980  
METROPOLITAN PLANNING  
ROUTE

May 30, 1980

Re: Drainage concept for  
Riverside Fourth Addition

Dear Mr. Delamater:

Upon reviewing the said plat, I have no problems with the manner in which you propose to drain the site. However, there will be some items that need attention before the final plan is approved.

- (1) K.T.A. needs to be contacted about draining into their easement.
- (2) Riverside Drainage District needs to be contacted about draining into their channel.
- (3) Curb grades adjacent to drainage channel are to be a minimum of one foot above Design Water Surface.

If you have any questions, please advise.

Yours truly,

*Steve Lackey*  
Steve Lackey, R.E.  
Design Chief Engineer

SL:md

cc: Jack Galbraith, Chief Planner ✓

Preliminary plat

SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 80-33 Name Riverside Fourth Addition  
Date Application Rec'd. May 27, 1980 Preliminary Approval  
Scheduled S/D Meeting June 12, 1980

DESCRIPTION

General Location 1/4 mile north of 55th St. South, adjacent to the  
Riverside Drainage Canal.

Owner Robbins Realty  
Surveyor/Engineer Delamater, Freund and Associates  
Address Century Plaza Bldg., Wichita, Ks. 67202 Phone 263-6121

- |  |  |
|--|--|
| 1. Gross Acreage of Plat <u>27.65</u> excluding <u>Riverside Drainage Canal</u>  | 7. Lineal Feet of New Streets:                                     |
| 2. Number of Lots: <u>8</u>  | a. <u>400</u> R/W <u>70</u> ft.                                    |
| Residential <u>8</u>   | b. <u>3333</u> R/W <u>64</u> ft.                                   |
| Commercial _____   | c. _____ R/W _____ ft.   |
| Industrial _____   | d. _____ R/W _____ ft.   |
| Other <u>Mobile Homes</u> <u>92</u>  | e. _____ R/W _____ ft.   |
| Total Number of Lots <u>100</u>  | TOTAL <u>3733</u> ft.  |
| 3. Minimum Lot Frontage <u>50</u> ft.  | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>y</u> <u>no</u> |
| 4. Minimum Lot Area <u>5,000</u> ft.   |  |
| 5. Existing Zoning <u>AA</u>   |  |
| 6. Proposed Zoning <u>G and A</u>  |  |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>Wichita Water Department</u> |  |
| 10. Public Sanitary Sewer <u>Yes</u> (Yes-No), Name <u>City of Wichita</u>       |  |
| 11. Health Department Approval (where applicable) <u>N/A</u> (Yes-No)            |  |
| 12. City of Wichita <u>X</u> : Three-Mile Area                                   |  |

STAFF COMMENTS:

NOTE: The applicant's associated zone case (Z-2251) requesting "AA" to "G" will be considered by the Board of City Commissioners on June 17, 1980.

- A. The representatives from the City Engineer's office and the Flood Control office should be prepared to comment on the status of the applicant's drainage concept plan.
- B. Approval of this preliminary plat shall be subject to approval of the applicant's associated zone case (Z-2251).
- C. The applicant shall guarantee the extension of sanitary sewer and city water to serve all lots.
- D. The applicant shall guarantee the paving of all interior streets, including temporary turnarounds for Mosley, Mead and Mona Lane.
- E. The applicant shall guarantee all drainage improvements required by the platting of this property.
- F. The final plat shall indicate the intended purposes of Reserves A and B.
- G. A restrictive covenant and/or a Homeowners Association Agreement which provides for the ownership and maintenance of the reserves shall be submitted to the Planning Department for review. Such covenant and/or agreement shall contain a provision which gives the appropriate governing body authority to maintain the reserves and charge the costs to the owner(s) in the event the owner(s) fail to maintain them.
- H. The existing structure on Lot 16, Block 2, that encroaches into the street right-of-way shall be removed prior to recording the plat. When this structure is removed, a letter so stating shall be submitted to the Planning Department.
- I. The final plat shall indicate a 25-foot front yard setback from Mead Avenue and a 15-foot side yard setback from Mona Lane on Lot 4, Block 6, and Lot 3, Block 7.

(Over)

- J. The Subdivision and Utility Advisory Committee members and the applicant should be prepared to discuss the need for a bridge over the Riverside Drainage Canal at the half section line (north-west corner of this plat). This plat proposes to dedicate the south half of a street which would deadend at the drainageway at this location. The possibility of requiring the applicant to attempt to obtain by separate instrument street right-of-way dedications to the west and north of this plat will also be discussed.
- K. 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.
- L. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

( NORTH OF 55TH ST. SOUTH & WEST OF  
TURNPIKE )

TITLE 26 - MOBILE HOME ORDINANCE

REQUIRES MINIMUM PAD 1-FOOT  
ABOVE DESIGN WATER SURFACE.



YASH VERBALLY ADVISED APPLICANT  
THAT MIN. PAD. HAD TO BE 2 FEET  
ABOVE DESIGN WATER SURFACE.



APPLICANT WONDERING WHAT IS THE  
REQUIREMENT SO HE CAN PLAN  
HIS CUTTING & FILING & DRAW  
SKETCH PLAT.

{ RIVERSIDE 3RD - MIN PAD. → 82' CITY  
DATA FOR LOT BACKING INTO RIVERSIDE  
DRAINAGE CHANNEL.

— FROM PAUL Z

3' ABOVE 100' FLOOD IF IN FLOOD HAZARD AREA  
↳ FOR F.I.A. INSURANCE PURPOSES.

1. IMPROPER ALIGNMENT OF MOSLEY STREET.
2. UNACCEPTABLE "Y" INTERSECTION FOR WASHINGTON  
+ IDLEWILD STREETS.
3. PURPOSE OF THE REVERUES.
4. EXCESSIVE AMOUNT OF STREETS.
5. COST OF CROSSING THE KANSAS TURNPIKE  
DRAINAGE EXHIBMENT AT TWO LOCATIONS.
6. SUBMIT DRAINAGE CONCEPT PLAN TO CITY  
ENGINEERING & FLOOD CONTROL PRIOR TO  
DIZ AT THE TIME OF SUBMITTING A  
PRELIMINARY PLAT.
7. SIDEWALK ON ONE SIDE OF MEAD AVENUE.  
(COLLECTOR ADJACENT TO DRAINAGE)
8. SIDEWALK DRAINAGE REQUIRES SIDEWALK  
ADJACENT TO MULTIPLE FAMILY ZONING.
9. "R 6" zoning not acceptable on inters  
areas adjacent to proposed single family  
areas.
10. Additional access to west and north.

MEETING

RESERVE - drainage & fill,  
(CREATE LAKE IN RESERVES)

5 to 1  
slope

NEED FOR MAINTENANCE COVENANT

10' WATER TABLE

CONDS. OF RESTRICT COVENANTS

- ✓ 7,000<sup>sq</sup> MIN. FOR MOBILE HOME,
- ✓ NEW SKIRTING → APPR. ARCH. REVIEW COM.
- ✓ 1976 OR NEWER (N.U.D. APPR.)
- ✓ REP. LANDSCAPING
- ✓ ACCESSORY STRUCTURES → ARCH. REVIEW COMMITTEE,
- ✓ PARKING COVENANT - PARKED ON CONCRETE
- ✓ NO DISASSEMBLED AUTOS.

26th 218  
TITLE 26 - 1 FOOT  
WORK - 3' OR 1'  
above street

THE CITY OF WICHITA

OFFICE OF Flood Control and Landfill Div. DATE May 27, 1980

RECEIVED

MAY 28 1980

METROPOLITAN PLANNING

ROUTE  Oliver

TO Louise Olivarez, Sr. Planner, MAPD

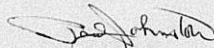
FROM Paul Johnston

SUBJECT - Sketch Plat-Riverside 4th Addn.

Reference is made to your request for review and comments of subject plat. Please be advised I have reviewed the Sketch plat and have the following comments:

- 1) Question concerning the alignment of Mosley Avenue.
- 2) Minimum pad requirements will exist for the two lots shown at the southwest corner of Mosley and Mons - at 82 City Datum.
- 3) Minimum grade for Mosley Avenue adjacent to Riverside Drainage District's portion of the Big Slough is to be set at 82 City Datum.
- 4) Consideration might be given to street layout since same will require multiple structures for drainage, i.e., at Mosley and at Washington.
- 5) Cul-de-sac or hammer head requirement for Mons Lane East.
- 6) A question exists concerning the purpose of and maintenance for Reserve A and B as shown adjacent to the Kansas Turnpike Drainage Easement.
- 7) Any necessary guarantees for drainage requirements and sewer extensions.

If there are any further questions, please advise.



Paul Johnston,  
Acting Director  
Flood Control and Landfill Division

PJ/glm

cc: Riverside 4th Addn. Plat File

FORM 223 1

PAYMENT NOTICE  
City of Wichita

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

DESCRIPTION	AMOUNT
	347 =

NAME

ADDRESS

FUND DUE DATE

COMMENTS

DATE 5/27/00 BY [Signature]

Map No.: \_\_\_\_\_  
Section: \_\_\_\_\_  
Twp.: \_\_\_\_\_  
Range: \_\_\_\_\_

S/D No. \_\_\_\_\_

AMENDED  
APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Riverside Fourth Addition

General Location: Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of Section 21, Township 28 South, Range 1 East

Name of Property Owner: Robbins Realty  
Address: 5301 S. Broadway, Wichita, Kans Zip Code: 67216 Phone: 522-1587  
Name of Subdivider: Robbins Realty  
Address: 5301 S. Broadway, Wichita, Kans Zip Code: 67216 Phone: 522-1587  
Name of Engineer/Surveyor: Delamater, Freund & Associates  
Address: Century Plaza Bldg, Wichita, Ks Zip Code: 67202 Phone: 263-6121  
Date of Application: May 6, 1980 - Amended May 27, 1980

SUBDIVISION INFORMATION:

- excluding Riverside
1. Gross Acreage of Plat 27.65/Drainage canal 7. Lineal Feet of New Streets:  
2. Number of Lots: a. 400 R/W 70 ft.  
Residential 8 b. 3333 R/W 64 ft.  
Commercial \_\_\_\_\_ c. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
Industrial \_\_\_\_\_ d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
Other Mobile Home 92 e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
Total Number of Lots 100 TOTAL 3733 ft.  
3. Minimum Lot Frontage 50 ft. 8. Are Sidewalks existing?  
4. Minimum Lot Area 5,000 Yes \_\_\_\_\_ No x  
5. Existing Zoning AA  
6. Proposed Zoning G & A  
9. Is a public water supply available? x Yes \_\_\_\_\_ No, Name Wichita Water Dept.  
10. Is a sanitary sewer available? x Yes \_\_\_\_\_ NO, Name Wichita  
11. Has Health Department approval been obtained (where applicable) N/A Yes \_\_\_\_\_ No  
12. City of Wichita x Three Mile Area \_\_\_\_\_ Outside of Wichita \_\_\_\_\_

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 for by the owner when billed. The undersigned further states that he is the owner of the property proposed for platting.

Owner's Signature: ROBBINS REALTY, By: *Kirkland H. Robinson*

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

Received by *G.L. Shurkey*  
Date May 27 1980  
Fee Submitted 347.00

T9-301B  
(7-79)

THE CITY OF WICHITA

OFFICE OF City Traffic Engineer

DATE May 9, 1980

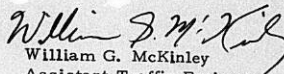
TO Forrest Nagley, Junior Planner

FROM William G. McKinley, Assistant Traffic Engineer

SUBJECT Riverside Fourth Addition Sketch Plat

We would like to make the following comments with regard to the street geometrics as proposed on the plat:

1. We would recommend that Mosley Avenue not parallel the Drainage Canal immediately to the east. I believe it would be more beneficial to the applicant to back lots into the Drainage Canal and extend Mosley north from the Riverside Third Addition's alignment. Also, this would eliminate the two right angle turns at Mosley and Mona Lane.
2. Possibly the developer would want to consider eliminating the Washington Avenue crossing of the Kansas Turnpike drainage easement and again eliminating Ida Avenue on the eastern part of the plat since it only has lot frontage on one side.
3. We would not recommend the "Y" Intersection at Idlewild and Washington Avenue.

  
William G. McKinley  
Assistant Traffic Engineer

WGM:gr

Map No.: SS41  
Section: 21  
Twp.: 28  
Range: 1E

S/D No. 80-33

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Riverside Fourth Addition

General Location: Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of Section 21, Township 28 South, Range 1 East 1/4 mi. north of 56th St. South adjacent to the Riverside Drainage Canal

Name of Property Owner: Robbins Realty

Address: 5301 South Broadway, Wichita, Ks Zip Code: 67216 Phone: 522-1587

Name of Subdivider: Robbins Realty

Address: 5301 South Broadway, Wichita, Ks Zip Code: 67216 Phone: 522-1587

Name of Engineer/Surveyor: Delamater, Freund & Associates

Address: Century Plaza Bldg., Wichita, Ks Zip Code: 67202 Phone: 263-6121

Date of Application: May 6, 1980

SUBDIVISION INFORMATION:

- excluding Riverside
- Gross Acreage of Plat 27.65/Drainage Canal.
  - Number of Lots:
    - Residential 7
    - Commercial 0
    - Industrial 0
    - Other Mobile Home 91
    - Total Number of Lots 98
  - Minimum Lot Frontage 50 ft.
  - Minimum Lot Area 5,000
  - Existing Zoning AA
  - Proposed Zoning AA, ~~AA~~ & G\* (Z-505)
  - Is a public water supply available?  Yes  No, Name Wichita Water Dept.
  - Is a sanitary sewer available?  Yes  No, Name Wichita
  - Has Health Department approval been obtained (where applicable) N/A Yes  No
  - City of Wichita  Three Mile Area  Outside of Wichita

\*G zone change pending; R-6 proposed north of Mona & West of Mead

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 for by the owner when billed. The undersigned further states that he is the owner of the property proposed for platting.

Owner's Signature: ROBBINS REALTY, By: *Male Cooper*

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

Received by FLN  
Date 5/6/80  
Fee Submitted NONE WITH CHECK

T9-301B  
(7-79)

OLD  
APPLICATION

Approved by Board of Commissioners  
this JAN 13 1981

**THE CITY OF WICHITA**

OFFICE OF Director of Engineering

DATE January 12, 1981

Office of the City Manager	
<input type="checkbox"/> EPD	<input type="checkbox"/> CM
<input type="checkbox"/> RCP	<input type="checkbox"/> CP
<input type="checkbox"/> R	<input type="checkbox"/> MEC
JAN 12 1981	
<input type="checkbox"/> Copies To _____	
<input type="checkbox"/> Send To _____	
<input type="checkbox"/> File _____	

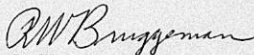
TO Robert G. Finch, Deputy City Manager  
FROM R. W. Bruggeman, Director of Engineering

SUBJECT S/D 80-3 - Plat for Riverside  
4th Addition

The plat of the above addition is on the Planning Agenda of January 13, 1981.

This plat has been deferred because a part of this plat is in a floodway. An agreement has been prepared, approved as to form by the Department of Law and also approved by Robbins Realty, a partnership, which provides that public improvements will not be installed or that building permits will not be issued until the property is no longer in a floodway as determined by the Federal Emergency Management Agency.

It is my recommendation that the plat of Riverside 4th Addition be approved, the agreement be approved, the Mayor be authorized to sign the agreement and that the agreement be filed of record.

  
R. W. Bruggeman  
Director of Engineering

RWB:gr

Attachment

cc: John Dekker, Director of Law  
Robert A. Lakin, Director of Planning

REFERENCE: ITEM #1 - PLANNING  
AGENDA FOR: JAN 13 1981

City Manager's Agenda

Item

~~#1-24~~ #1- PLANNING  
~~DEC 16 1980~~ JAN 13 1981  
~~DEC 2 1980~~

Page

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 80-33 Name Riverside Fourth  
Application & Sketch Filed: 5-6-80  
Preliminary Plat Filed: 5-30-80 Approved by S/D: 6-12-80  
Final Plat Filed: 9-19-80 Approved by S/D: 10-2-80  
Approved by Metropolitan Area Planning Commission: 10-9-80

DESCRIPTION

General Location: 1/4 mile north of 55th St. South, adjacent to the  
Riverside Drainage Canal

Surveyor or Engineer: Delamater, Freund and Associates

Owner: Robbins Realty

Address: 5301 S. Broadway, 67216

- |   |                                    |
|---|------------------------------------|
| 1. Gross Acreage of Plat <u>27.65</u>     | 6. Access Control                  |
| 2. Number of Lots                         | St. _____ No. Openings _____       |
| Residential <u>100</u>                    | St. _____ No. Openings _____       |
| Commercial _____                          | St. _____ No. Openings _____       |
| Industrial _____                          | 7. Req'd Improvements              |
| Other _____                               | St. Paving <u>X</u> Water <u>X</u> |
| Total Number of Lots: <u>100</u>          | Sidewalk _____ Drainage <u>X</u>   |
| 3. Minimum Lot Area: <u>5,000 sq.</u> ft. | Sewer <u>X</u> Other _____         |
| 4. Existing Zoning: <u>AA</u>             |                                    |
| 5. Special Problems Discussed: _____      |                                    |

The lots east of the Riverside Drainage Canal (92 lots) have been approved for "G" mobile home zoning while the lots on the west side (8 lots) have been approved for duplex zoning, subject to platting. The approved drainage plan for this subdivision is based on construction of a retention lake within Reserves A and B. Based on the most recent federal flood insurance maps and the existing condition of the Riverside Drainage Canal, a minimum pad elevation of 87.6 (City datum) has been recommended for the lots adjacent to the east side of the Canal. If the Canal is improved, or guaranteed to be improved, to carry the 100-year storm or if other improvements are made, or guaranteed to be made, such as construction of a berm to protect the subdivision, then the minimum pad elevation for these lots can be reduced to 83.0 City datum. The platators have requested a discussion of this plat as it relates to the Riverside Drainage Canal and the improvements needed in the Canal to get it to the 100-year storm design standard. They also wish to discuss the pad elevation requirements.

Planning Commission Recommendation: That this plat be approved subject to:

- A. The applicant's drainage plan has been approved subject to a minimum pad elevation of 83 City datum if the Riverside Drainage Channel is improved to carry the 100-year storm and a higher elevation (to be determined by the City Engineer) if the channel is not improved to carry the 100-year storm. The higher elevation shall be required and shall be shown on the plat until the City Engineer certifies that the necessary improvements have been made and the minimum pad can be lowered.
- B. The applicant shall guarantee all drainage improvements required by the platting of this property, specifically the drainage lake in the reserves and the storm sewers.
- C. The applicant shall guarantee the extension of sanitary sewer and City water to serve all lots.
- D. The applicant shall guarantee the paving of all interior streets, including temporary turnarounds for Mosley, Mead and Mona.
- E. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.

(Continued)

- F. The existing structure on Lot 16, Block 2, that encroaches into the street right-of-way shall be removed prior to recording the plat. When this structure is removed a letter so stating shall be submitted to the Planning Department.
- G. A Declaration of Protective covenants has been submitted but some changes are needed. The covenants shall provide for the definite formation of a homeowners' association to own and maintain the reserves. The clause which states that any of the restrictions may be lifted with the concurrence of 60% of the lot owners shall be revised to state that ownership and maintenance of the reserves shall remain the responsibility of the homeowners association unless other arrangements are approved by the Board of City Commissioners.
- H. Access from one of the streets to the 15-foot access and maintenance easement surrounding the proposed lake shall be shown on the final plat tracing. The 15-foot easement shall be continued through the K.T.A. easement.
- I. A 20-foot north and south utility easement on Lot 15, Block 1 and on Lot 1, Block 5 shall be continued through the K.T.A. easement. The applicant has submitted an agreement signed by K.T.A. permitting construction of "a roadway and the provision of utility easements within such roadway" but the agreement does not mention utility easements crossing the K.T.A. easement at locations other than in the roadway. This matter shall be clarified before the plat is forwarded to the governing body.
- J. The west 15.75 feet of the K.T.A. easement shall be dedicated to the Riverside Drainage District as drainage dedication.
- K. The condemnation case numbers for the K.T.A. easement and the Riverside Drainage Canal shall be shown on the final plat tracing.
- L. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Bayouth moved, Wright seconded and it carried unanimously. Goebel, Hennessy and Savina were absent.

---

Recommended Action: Take such action as the Commission deems appropriate regarding the minimum pad elevation requirement and the requirement for drainage improvements and request that the plat be brought back for final review and approval when all conditions of plat approval have been completed.

THE CITY OF WICHITA

OFFICE OF Industrial Development

DATE

April 3, 1981

TO E. H. Denton, City Manager

FROM Karl J. Kennedy, Industrial Analyst

SUBJECT Request for Initiation of Public Improvements - Riverside Fourth Addition

60  
File

Office of the City Manager	
<input checked="" type="checkbox"/> E. J.	<input type="checkbox"/> SH
<input checked="" type="checkbox"/> H. J.	<input type="checkbox"/> DF
<input type="checkbox"/> M. J.	<input type="checkbox"/> MEC
APR 3 1981	
<input type="checkbox"/> Copies To	_____
<input type="checkbox"/> Send To	_____
<input type="checkbox"/> File	_____

Mr. Dale Cooper, a partner of Robbins Realty, the developer of Riverside Fourth Addition, has been working with various City of Wichita departments relative to the Development Policy for Public Improvements. As of April 1, 1981, all requirements have been satisfied under AR 31 Revised to initiate public improvements in the development project entitled Riverside Fourth Addition.

Mr. Cooper has provided this office with the following documents:

1. An "Assignment of Sales Agreements" assigning nine certain Real Estate Purchase Contracts to the City of Wichita and listing the petitioned public improvements.
2. A "Listing of Sales Agreements" listing 41 building lots pledged to the City.
3. Nine "Real Estate Purchase Contracts" for 41 building lots which represents 41 percent of the total addition benefiting from the petitioned public improvements.
4. A check payable to the City of Wichita in the amount of \$12,025.40 which represents 10 percent of the purchase price of the 41 lots pledged as security for the petitioned public improvements.

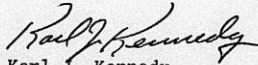
The Department of Housing and Economic Development staff has reviewed the above listed documents and has verified the percentages as accurate calculations.

These submissions provide "reasonable assurances" that the City's credit will not be adversely affected by the installation and financing of the public improvements for this project as set out in AR 31 Revised.


With a copy of this memorandum, the original of these documents is being forwarded to the City Clerk and the check is being forwarded to the City Treasurer for deposit in a trust account.

E. H. Denton  
Initiation of Public Improvements - Riverside Fourth Addition  
April 3, 1981  
Page -2-

It is recommended that the petitioned public improvements be implemented.

  
Karl J. Kennedy  
Industrial Analyst

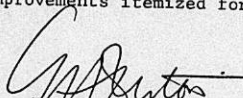
APPROVED:

  
Joe E. Boyd, Economic and  
Industrial Development Officer

KJK/st  
Attachments

cc: Russell Brenner, Director of Administration  
Robert Lakin, Director of Planning  
Ray Bruggeman, Director of Engineering  
Paul Graves, Chief Engineer (wo/a)  
Don Gisick, City Clerk  
Ralph Klose, City Treasurer

The Director of Engineering is hereby directed to proceed with the installation of the public improvements itemized for this project.

  
E. H. Denton  
City Manager

DATE March 20, 1980

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that ROBBINS REALTY, a Partnership the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) Nine (9) certain sales agreements attached hereto for the property listed and described in Attachment I to this assignment and which is hereby incorporated into this assignment as if fully set out herein, together with the sum of Twelve Thousand Twenty Five and 40/100 dollars (\$12,025.40), said sum being equal to ten (10) percent of the purchase price of the aforementioned sales agreement(s), all of which is given to secure the cost of installing certain petitioned public improvements.

The properties so assigned constitute Thirty Eight & percent (38.65%) of the properties to be benefitted by the following public improvements:

- Paving
- Sanitary Sewer
- Storm Water Sewer & Floodwater Detention
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

(list description of street, drainage, sewer and/or water improvements to be installed.)

It is requested that installation of said improvements be initiated in accordance with the City of Wichita Development Policy for Public Improvements.

ROBBINS REALTY, a Partnership  
By: Richard S. Robinson  
Richard S. Robinson, Managing Partner  
By: W. Dale Cooper  
W. Dale Cooper, Managing Partner

STATE OF KANSAS)SS  
SEDGWICK COUNTY)

Sworn to and subscribed before me this 20th day of March, 1981.



Phillis J. Robinson  
Notary Public

(One copy to be sent to the Director of Economic Development of the City of Wichita).

**LISTING OF SALES AGREEMENTS**  
in Riverside 4th Addition Subdivision

a. Lot Lot 5, Block 1  
b. Purchaser Judith L. Dillard  
Address 4560 S. Hydraulic (#414), Wichita, Ks 67216  
Telephone 524-5778  
c. Contract Sales Price \$2,860.00  
d. Down Payment Assigned \$286.00

a. Lot Lot 5, Block 4  
b. Purchaser Betty J. English  
Address 4480 South Meridian (#144), Wichita, Ks 67217  
Telephone 524-5950  
c. Contract Sales Price \$2,860.00  
d. Down Payment Assigned \$286.00

a. Lot's 3 thru 8, 20 thru 26, 28 thru 31, all in Block 2; Lots 2 & 3, Block 5  
b. Purchaser Willis E. Hartman /Lots 16,17,18,Block 6  
Address 6200 East Central, Wichita, Kansas (22 Lots Total)  
Telephone 685-8731 67208  
c. Contract Sales Price \$6,000.00  
d. Down Payment Assigned \$6,000.00

a. Lot Lot 32, Block 2  
b. Purchaser Stanley E. Hutton  
Address 4480 South Meridian, #115, Wichita, Kansas 67217  
Telephone 522-3397  
c. Contract Sales Price \$2,771.00  
d. Down Payment Assigned \$277.00

a. Lots 1, 2, 7; 8, 9, 10, 11, 12, 13, 14, 15, 16, Block 3 (12 Lots Total)  
b. Purchaser Kansas Mobile Homes of Wichita, Inc.  
Address 2621 S. Broadway, Wichita, Ks. 67211  
Telephone 262-3576  
c. Contract Sales Price \$36,814.00  
d. Down Payment Assigned \$3,681.40

a. Lot Lot 4, Block 1  
b. Purchaser Paul L. Rash  
Address 4560 S. Hydraulic (#411), Wichita, Kansas 67216  
Telephone 524-6027  
c. Contract Sales Price \$2,860.00  
d. Down Payment Assigned \$286.00

**LISTING OF SALES AGREEMENTS**  
 in Riverside 4th Addition Subdivision

a. Lot Lot 14, Block 4  
 b. Purchaser Frank L. Rees  
 Address 256 Sangamon St., Park Forest, Ill. 60466  
 Telephone (312)748-6991  
 c. Contract Sales Price \$4,774.00  
 d. Down Payment Assigned \$477.00

a. Lot Lot 18, Block 2  
 b. Purchaser Tony W. Tamson  
 Address 4480 S. Meridian (#61), Wichita, Kansas 67217  
 Telephone 529-2504  
 c. Contract Sales Price \$4,565.00  
 d. Down Payment Assigned \$456.50

a. Lot Lot 2, Block 2  
 b. Purchaser Lucille M. Wilken  
 Address 3232 S. Clifton, #12, Wichita, Kansas 67216  
 Telephone 688-5289  
 c. Contract Sales Price \$2,750.00  
 d. Down Payment Assigned \$275.00

a. Lot \_\_\_\_\_  
 b. Purchaser \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 c. Contract Sales Price \_\_\_\_\_  
 d. Down Payment Assigned \_\_\_\_\_

a. Lot \_\_\_\_\_  
 b. Purchaser \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 c. Contract Sales Price \_\_\_\_\_  
 d. Down Payment Assigned \_\_\_\_\_

a. Lot \_\_\_\_\_  
 b. Purchaser \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 c. Contract Sales Price \_\_\_\_\_  
 d. Down Payment Assigned \_\_\_\_\_

## REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 16<sup>th</sup> day of March, 1981  
by and between ROBBINS REALTY, a Partnership  
party of the First Part, hereinafter referred to as "Seller," whether one or more, and  
Judith L. Dillard  
party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Block 1, Lot 5  
Riverside Fourth Addition to  
the City of Wichita

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of (\$2,860.00) Twenty Eight Hundred Sixty and No/100-----Dollars in manner following, to-wit:

Two Hundred Eighty Six and No/100 Dollars (\$286.00) in cash herewith; and  
A credit of Two Hundred Seventy Five and No/100 Dollars (\$275.00) paid in accordance with Option Agreement dated June 3, 1980; and  
Twenty Two Hundred Ninety Nine and No/100 Dollars (\$2,299.00) in cash at time of delivery of deed.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to: BUYER  
for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY the sum of Two Hundred Eighty Six & No/100 (\$286.00)-----Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of: Not applicable. Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before: date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before: date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100 % by seller and 0 % by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the Seller cannot guarantee  
WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)

Judith L. Dillard

*Judith L. Dillard*  
Buyer

ROBBINS REALTY, a Partnership

By: *Richard S. Robinson*  
Seller Managing Partner



## REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 16<sup>th</sup> day of March, 1981  
by and between ROBBINS REALTY, a Partnership  
party of the First Part, hereinafter referred to as "Seller," whether one or more, and  
Betty J. English  
party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Block 4, Lot 5  
Riverside Fourth Addition to  
the City of Wichita

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Twenty Eight Hundred Sixty and No/100 Dollars (\$2,860.00) in manner following, to-wit: Two Hundred Eighty Six & No/100 Dollars (\$286.00) in cash herewith; and

A credit of Two Hundred Seventy Five & No/100 Dollars (\$275.00) paid in accordance with Option Agreement dated June 4, 1980;  
and  
Twenty Two Hundred Ninety Nine and No/100 Dollars (\$2,299.00) in cash at time of delivery of deed.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to Buyer for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY the sum of (\$286.00) Two Hundred Eighty Six & No/100 Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of Not applicable. Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100% by seller and 0% by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the seller cannot guarantee  
WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)

Betty J. English

Betty J. English  
Buyer

ROBBINS REALTY, a Partnership

By: Richard S. Robinson  
Seller Managing Partner

11. (Continued) the date when such improvements will be completed, and that assessments for such improvements shall be paid by the Buyer.

12. It is understood and agreed between the parties hereto that the Seller intends to assign this Real Estate Purchase Contract with the down payment equal to ten percent of the purchase price to the City of Wichita. (City of Wichita Administrative Regulation AR-31, Revised, September 4, 1976) This Contract is assigned to the City to provide reasonable assurances that the City's credit will not be adversely affected by the installing and financing of public improvements (streets, drainage, sanitary sewers, water mains, etc.)

13. The seller agrees to install, or have installed, electric, telephone and natural gas service in the public easements that have been dedicated for such purpose, serving described real property.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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Real Estate Contract

TO

Dated \_\_\_\_\_

Land \_\_\_\_\_



**Security**  
ABSTRACT AND TITLE CO., INC.  
WICHITA, KANSAS 67203

ABSTRACTS  
TITLE INSURANCE  
REAL ESTATE CLOSING  
624 NORTH MAIN  
Phone 252-1371

ROGER N. BELL  
JOHN M. BELL  
KENNETH F. BROWN

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 26th day of June, 1980 by and between Robbins Realty party of the First Part, hereinafter referred to as "Seller," whether one or more, and Willis E. Hartman party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Lots 3, 4, 5, 6, 7, 8, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31, all in Block 2; Lots 16, 17 and 18, all in Block 4; Lots 2 and 3, both in Block 5; Riverside Fourth Addition (Proposed) to the City of Wichita, Sedgwick County, Kansas. (22 mobile home lots in sub-division)

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Sixty Thousand No/100 (\$60,000.00) Dollars

in manner following, to-wit: Earnest money of \$6,000.00 delivered with contract of date. Unpaid balance to be carried by owner for a period of five years at an interest rate of 10% per annum. Quarterly payments to begin six (6) months from delivery of deeds. Deeds to be delivered when public improvements (streets, driveway approaches, sewers, storm drainage and water mains) are installed and utilities are in place or immediately available (gas, electric and telephone). No pre-payment penalty to be charged to buyer at any time.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record at time final plat is filed.

The Title Evidence shall be sent to Buyer for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with Robbins Realty the sum of (\$6,000.00) Six Thousand & No/100 Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of date of closing. Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 1, 1981, or completion of entire Project, whichever comes first.

9. Possession to be given to Buyer on or before date of closing. (Title Binder)

10. XXX the total cost of the commitment to insure XXX will be paid 100% by seller XXXXXXXXXXXXXXXXXXXXXXX

11. Buyer intends to extend utilities into lots and to install cement driveways and patios on each lot, ready for the (continued) WITNESS OUR HANDS AND SEALS the day and year first above written.

Willis E. Hartman
Buyer

ROBBINS REALTY
By: [Signature]
Seller

12. (Continued) placement of mobile homes and the rental or the leasing of such lot to a mobile home owner.

13. Buyer agrees to plant grass and to plant trees, shrubbery or other landscaping, as reasonable, to improve the overall aesthetic appearance of the subdivision.

14. Buyer understands that the seller intends to assign this contract, together with the earnest money deposit, to the City of Wichita, as partial security for the installation of public improvements, and that other paragraphs notwithstanding, this contract cannot be cancelled after such assignment.

Real Estate Contract

TO

Dated

Land



ABSTRACTS  
TITLE INSURANCE  
REAL ESTATE CLOSINGS

ROGER N. BELL  
JOHN M. BELL  
KENNETH F. BROWN

434 NORTH MAIN  
Phone 257-8371

## REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 17<sup>th</sup> day of March, 1981  
by and between ROBBINS REALTY, a Partnership  
party of the First Part, hereinafter referred to as "Seller," whether one or more, and  
Stanley E. Hutton and/or Sylvene Kleeman  
party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Block 2, Lot 32  
Riverside Fourth Addition to  
the City of Wichita

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Twenty Seven Hundred Seventy One & No/100 (\$2,771.00) Dollars in manner following, to-wit: Two Hundred Seventy Seven and No/100 Dollars (\$277.00) in cash herewith; and  
A credit of Two Hundred Seventy Five and No/100 Dollars (\$275.00) paid in accordance with Option Agreement dated June 4, 1980; and  
Twenty Two Hundred Nineteen and No/100 Dollars (\$2,219.00) in cash at time of delivery of deed.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to Buyer

for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY the sum of (\$277.00) Two Hundred Seventy Seven & No/100 Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of Not applicable. Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100 % by seller and 0 % by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the Seller cannot guarantee

WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)

Stanley E. Hutton

Stanley E. Hutton  
Buyer

ROBBINS REALTY, a Partnership

By: Richard S. Robbins  
Seller Managing Partner

11. (Continued) the date when such improvements will be completed... and that assessments for such improvements shall be paid by the Buyer.

12. It is understood and agreed between the parties hereto that the Seller intends to assign this Real Estate Purchase Contract with the down payment equal to ten percent of the purchase price to the City of Wichita. (City of Wichita Administrative Regulation AR-31, Revised, September 8, 1976) This Contract is assigned to the City to provide reasonable assurances that the City's credit will not be adversely affected by the installing and financing of public improvements (streets, drainage, sanitary sewers, water mains, etc.)

13. The seller agrees to install, or have installed, electric, telephone and natural gas service in the public easements that have been dedicated for such purpose, serving described real property.

Multiple horizontal lines for additional text or notes.

Real Estate Contract

TO

Dated

Land



ABSTRACTS

TITLE INSURANCE

REAL ESTATE CLOSINGS

ROGER N. BELL  
JOHN M. BELL  
KENNETH F. BROWN

434 NORTH MAIN  
Phone 257-4371

## REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 18<sup>th</sup> day of March, 1981  
by and between ROBBINS REALTY, a Partnership  
party of the First Part, hereinafter referred to as "Seller," whether one or more, and  
KANSAS MOBILE HOMES OF WICHITA, Inc.  
party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgewick County, Kansas, to-wit:

Block 3, Lots 1, 2, 7, 8, 9, 10, 11, 12, 13, 14, 15  
Riverside Fourth Addition to  
the City of Wichita (12 lots)

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Thirty Six Thousand Eight Hundred Fourteen and No/100 (\$36,814.00) Dollars in manner following, to-wit: Thirty Six Hundred Eighty One and 40/100 Dollars (\$3,681.40) in cash herewith; and  
A credit of Thirty Three Hundred and No/100 Dollars (\$3,300.00) paid in accordance with Option Agreement dated July 28, 1980;  
and

Cash and/or a note and mortgage in seller's usual form at time of delivery of deed in total amount of Twenty Nine Thousand Eight Hundred Thirty Two and 60/100 Dollars (\$29,832.60) See Paragraph 14 for details of note

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to Buyer for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY the sum of Thirty Six Hundred Eighty One and 40/100 (\$3,681.40) Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of Not applicable Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100 % by seller and 0 % by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the Seller cannot guarantee

WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)  
KANSAS MOBILE HOMES OF WICHITA, Inc.

By: W. H. Starnes ROBBINS REALTY, a Partnership  
By: John E. Bridwell, Jr. Buyer By: Richard S. Robinson Seller  
Managing Partner

11. (Continued) the date when such improvements will be completed, and that assessments for such improvements shall be paid by the Buyer.

12. It is understood and agreed between the parties hereto that the Seller intends to assign this Real Estate Purchase Contract with the down payment equal to ten percent of the purchase price to the City of Wichita. (City of Wichita Administrative Regulation AR-31, Revised, September 4, 1976). This Contract is assigned to the City to provide reasonable assurances that the City's credit will not be adversely affected by the installing and financing of public improvements (streets, drainage, sanitary sewers, water mains, etc.)

13. The seller agrees to install, or have installed, electric, telephone and natural gas service in the public easements that have been dedicated for such purpose, serving described real property.

14. Seller agrees to finance 80% of the purchase price for a period not to exceed two years from the date of delivery of warranty deeds, at an interest rate to be determined on such date by adding two percentage points to the discount rates as quoted in the Wall Street Journal. (Discount rate is the charge on loans to member commercial banks by the New York Federal Reserve Bank)

Real Estate Contract

TO

Dated

Land



**Security**  
ABSTRACT AND TITLE CO., INC.  
WICHITA, KANSAS 67203

ABSTRACTS  
TITLE INSURANCE  
REAL ESTATE CLOSINGS

ROGER N. BELL  
JOHN M. BELL  
KENNETH F. BROWN

424 NORTH MAIN  
Phone 257-8371

## REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 13<sup>th</sup> day of March, 1981  
by and between ROBBINS REALTY, a Partnership  
party of the First Part, hereinafter referred to as "Seller," whether one or more, and  
Paul L. Rash and/or Syble O. Rash  
party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Block 1, Lot 4  
Riverside Fourth Addition to  
the City of Wichita

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Twenty Eight Hundred Sixty and No/100  
(\$2,860.00) Dollars  
in manner following, to-wit: Two Hundred Eighty Six and No/100 Dollars (\$286.00)  
in cash herewith; and

A credit of Two Hundred Seventy Five and No/100 Dollars  
(\$275.00) paid in accordance with Option Agreement dated June 3, 1980;  
and  
Twenty Two Hundred Ninety Nine and No/100 Dollars (\$2,299.00)  
in cash at time of delivery of deed.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to Buyer  
for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY  
the sum of Two Hundred Eighty Six and No/100 (\$286.00) Dollars,  
earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of Not applicable. Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100 % by seller and 0 % by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the Seller cannot guarantee  
WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)

Paul L. Rash  
Paul L. Rash  
Syble O. Rash  
Syble O. Rash Buyer

ROBBINS REALTY, a Partnership  
By: Richard S. Robinson  
Seller Managing Partner

11. (Continued) the date when such improvements will be completed, and that assessments for such improvements shall be paid by the Buyer.

12. It is understood and agreed between the parties hereto that the Seller intends to assign this Real Estate Purchase Contract with the down payment equal to ten percent of the purchase price to the City of Wichita. (City of Wichita Administrative Regulation AR-31, Revised, September 8, 1976) This Contract is assigned to the City to provide reasonable assurances that the City's credit will not be adversely affected by the installing and financing of public improvements (streets, drainage, sanitary sewers, water mains, etc.)

13. The seller agrees to install, or have installed, electric, telephone and natural gas service in the public easements that have been dedicated for such purpose, serving described real property.

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Real Estate Contract

TO

Dated \_\_\_\_\_  
Land \_\_\_\_\_



ABSTRACT AND TITLE CO., INC.  
WICHITA, KANSAS 67202

ROGER N. BELL  
JOHN M. BELL  
KENNETH F. BROWN

CONTRACTS  
TITLE WORKSHEET  
REAL ESTATE CLOSINGS

434 NORTH MAIN  
Phone 337-8371

## REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 18<sup>th</sup> day of March, 1981  
by and between ROBBINS REALTY, a Partnership  
party of the First Part, hereinafter referred to as "Seller," whether one or more, and  
Frank L. Rees  
party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Block 4, Lot 14  
Riverside Fourth Addition to  
the City of Wichita

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Forty Seven Hundred Seventy Four and No/100 (\$4,774.00) Dollars in manner following, to-wit: Four Hundred Seventy Seven & No/100 Dollars (\$477.00) in cash herewith; and  
A credit of Two Hundred Seventy Five and No/100 Dollars (\$275.00) paid in accordance with Option Agreement dated July 18, 1980; and  
Four Thousand Twenty Two & No/100 Dollars (\$4,022.00) paid in cash at time of delivery of deed.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to Buyer's Attorney for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY the sum of (\$477.00) Four Hundred Seventy Seven & No/100 Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of Not applicable Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100% by seller and 0% by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the Seller cannot guarantee

WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)

Frank L. Rees

Frank L. Rees  
Buyer

ROBBINS REALTY, a Partnership

By: Richard S. Shinn

Seller

Managing  
Partner

11. (Continued) the date when such improvements will be completed... and that assessments for such improvements shall be paid by the Buyer.

12. It is understood and agreed between the parties hereto that the Seller intends to assign this Real Estate Purchase Contract with the down payment equal to ten percent of the purchase price to the City of Wichita. (City of Wichita Administrative Regulation AR-31, Revised, September 2, 1976) This Contract is assigned to the City to provide reasonable assurances that the City's credit will not be adversely affected by the installing and financing of public improvements (streets, drainage, sanitary sewers, water mains, etc.)

13. The seller agrees to install, or have installed, electric, telephone and natural gas service in the public easements that have been dedicated for such purpose, serving described real property.

Multiple horizontal lines for additional text or signatures.

Real Estate Contract

TO

Dated

Land



Security Abstract and Title Co. WICHITA, KANSAS 67202

ABSTRACTS TITLE INSURANCE REAL ESTATE CLOSINGS

ROGER N. BELL JOHN M. BELL KENNETH F. BROWN

434 NORTH MAIN Phone 267-2271

## REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 13<sup>th</sup> day of March, 19 81  
by and between ROBBINS REALTY, a Partnership  
party of the First Part, hereinafter referred to as "Seller," whether one or more, and  
Lucille M. Wilken  
party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Block 2, Lot 2  
Riverside Fourth Addition to  
the City of Wichita

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Twenty Seven Hundred Fifty and No/100 Dollars (\$2,750.00) in manner following, to-wit: Two Hundred Seventy Five and No/100 Dollars (\$275.00) in cash herewith; and

A credit of Two Hundred Seventy Five and No/100 Dollars (\$275.00) paid in accordance with Option Agreement dated June 11, 1980;  
and  
Twenty Two Hundred and No/100 Dollars (\$2,200.00) in cash at time of delivery of deed.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to Buyer for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY the sum of Two Hundred Seventy Five and No/100 Dollars (\$275.00) Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of Not applicable Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100 % by seller and 0 % by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the Seller cannot guarantee  
WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)

Lucille M. Wilken

Lucille M. Wilken  
Buyer

ROBBINS REALTY, a Partnership

By: Richard J. Robinson  
Seller Managing Partner

11. (Continued) the date when such improvements will be completed... and that assessments for such improvements shall be paid by the Buyer.

12. It is understood and agreed between the parties hereto that the Seller intends to assign this Real Estate Purchase Contract with the down payment equal to ten percent of the purchase price to the City of Wichita. (City of Wichita Administrative Regulation AR-31, Revised, September 8, 1976) This Contract is assigned to the City to provide reasonable assurances that the City's credit will not be adversely affected by the installing and financing of public improvements (streets, drainage, sanitary sewers, water mains, etc.)

13. The seller agrees to install, or have installed, electric, telephone and natural gas service in the public easements that have been dedicated for such purpose, serving described real property.

Real Estate Contract

TO

Dated

Land



ABSTRACTS  
TITLE INSURANCE  
REAL ESTATE CLOSINGS

ROGER N. BELL  
JOHN M. BELL  
KENNETH F. BROWN

424 NORTH MAIN  
Phone 267-3271

## REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 11<sup>th</sup> day of March, 1981  
by and between ROBBINS REALTY, a Partnership  
party of the First Part, hereinafter referred to as "Seller," whether one or more, and  
Tony W. & Janice L. Tamson, Husband and Wife  
party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Block 2, Lot 18  
Riverside Fourth Addition to  
the City of Wichita

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of (\$4,565.00) Forty Five Hundred Sixty Five and No/100 Dollars in manner following, to-wit: Four Hundred Fifty Six and 50/100 Dollars (\$456.50) in cash herewith; and  
A credit of Two Hundred Seventy Five and No/100 Dollars (\$275.00) paid in accordance with Option Agreement dated June 4, 1980; and  
Thirty Eight Hundred Thirty Three and 50/100 Dollars (\$3,833.50) in cash at time of delivery of deed.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to Buyer for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY the sum of (\$456.50) Four Hundred Fifty Six and 50/100 Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of Not applicable. Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100% by seller and 0% by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the Seller cannot guarantee

WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)

Janice L. Tamson  
Janice L. Tamson

Tony W. Tamson  
Tony W. Tamson Buyer

ROBBINS REALTY, a Partnership

By Richard S. Robinson  
Seller Managing Partner



ASPHALTIC CONCRETE  
PAVING PETITION

To the Board of Commissioners  
Wichita, Kansas

Dear Commissioners:

1. We, the undersigned owners of record as below designated, of Lots, Parcels,  
and Tracts of real property described as follows:

Lots 1 through 15 inclusive, Block 1

Lots 1 through 32 inclusive, Block 2

Lots 1 through 16 inclusive, Block 3

Lots 1 through 23 inclusive, Block 4

Lots 1 through 6 inclusive, Block 5

all in Riverside Fourth Addition.

do hereby petition, pursuant to the provisions of K.S.A. 1974 Supp. 12-6a01 et seq.,  
as follows:

Form No. KD-073

(a) That there be constructed pavement on \_\_\_\_\_  
Mosley  
from the \_\_\_\_\_ south \_\_\_\_\_ line of Riverside Fourth Addition  
to the \_\_\_\_\_ north \_\_\_\_\_ line of Riverside Fourth Addition

52nd Street South, Washington, and Idlevild from the east line of Mosley to the east line of Mosley;

Mona Circle, from the east line of Mosley to and including cul-de-sac;

That said pavement between aforesaid limits be constructed for a width of 30 feet from gutter line to gutter line, cement combined curb and gutter to be 2 feet and 6 inches in width, making a total roadway of 34 feet; that said pavement shall consist of an asphaltic concrete base and an asphaltic concrete wearing surface, composed of stone, sand, mineral filler, and asphalt according to Ordinance No. 36-572 with plans and specifications to be furnished by the City Engineer. Drainage to be installed where necessary.

That there also be constructed a temporary turnaround at the north end of Mosley with plans and specifications to be furnished by the City Engineer.

(b) That the estimated and probable cost of the foregoing improvement being \$825,000.00 payable by the improvement district and \$37,000.00 payable by the City of Wichita at large for paving adjacent to Kansas Turnpike Drainage Easement and intersections

Said estimated cost as above setforth is hereby increased at the pro-rata rate of 1/4 percent per month from and after February 1, 1981

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total cost of the improvement for which the improvement district is liable.

(d) That the method of assessment of all costs for the improvements for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 15 inclusive, Block 1; Lots 1 through 32 inclusive, Block 2; Lots 1 through 16 inclusive, Block 3; Lots 1 through 23 inclusive, Block 4; Lots 1 through 6 inclusive, Block 5; all in Riverside Fourth Addition shall each pay 1/92 of the total cost payable by the improvement district.

except when sidewalk is constructed adjacent to a particular tract, lot, or parcel or when driveways are requested to serve a particular tract, lot, or parcel, the cost of said sidewalk or driveway shall be a direct assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. The cost of sidewalk constructed adjacent to the reserve areas will be assessed to the entire improvement district with the method of assessment being as setforth above. Where the ownership of a single lot is or may be divided into two or more parcels the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

ASPHALTIC CONCRETE  
PAVING PETITION

To the Board of Commissioners  
Wichita, Kansas

Dear Commissioners:

1. We, the undersigned owners of record as below designated, of Lots, Parcels,  
and Tracts of real property described as follows:

Lots 1, 2, 3, and 4, Block 6

Lots 1, 2, 3, and 4, Block 7

Riverside Fourth Addition.

*Meed*

do hereby petition, pursuant to the provisions of K.S.A. 1974 Supp. 12-6a01 et seq.,  
as follows:



(Between Mosley Ct. and 51st St.  
So. near Mosley Avenue)  
2/24/81

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 20, MAIN 2, SOUTHWEST INTERCEPTOR SEWER IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING LATERAL 20, MAIN 2, SOUTHWEST INTERCEPTOR SEWER IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 20, Main 2, Southwest Interceptor Sewer in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be Two Hundred Eight Thousand Dollars (\$208,000.00) payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro-rata rate of 1 1/4% per month from and after the date of approval of this resolution.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

Lots 1 through 15 inclusive, Block 1  
Lots 1 through 32 inclusive, Block 2  
Lots 1 through 16 inclusive, Block 3  
Lots 1 through 13 inclusive, Block 4  
Lots 1 through 6 inclusive, Block 5  
Riverside Fourth Addition

SECTION 4. That the method of apportioning all costs of said improvement attributable to the owners of land liable for assessment shall be on a fractional basis: Lots 1 through 15 inclusive, Block 1; Lots 1 through 32 inclusive, Block 2; Lots 1 through 16 inclusive, Block 3; Lots 1 through 13 inclusive, Block 4; Lots 1 through 6 inclusive, Block 5; Riverside Fourth Addition shall each pay 1/82 of the total cost payable by the improvement district. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral as defined in City of Wichita Ordinance No. 35-570 under the criteria established for "hardship deferral".

SECTION 6. That all costs of the improvements of the sanitary sewer system shall be assessed to the improvement district as provided by Section 4 hereof.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefor, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. The advisability of the improvements setforth above is hereby established as authorized by K.S.A. 1979 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

(SEAL)

4/1/81

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 21, MAIN 2, SOUTHWEST INTERCEPTOR SEWER IN THE CITY OF WICHITA, KANSAS PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING LATERAL 21, MAIN 2, SOUTHWEST INTERCEPTOR SEWER IN THE CITY OF WICHITA, KANSAS ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 21, Main 2, Southwest Interceptor Sewer in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Thirty-Five Thousand Dollars (\$35,000.00) payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro-rata rate of 14 percent per month from and after the date of approval of this resolution.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

Lots 1 through 4 inclusive, Block 6  
Lots 1 through 4 inclusive, Block 7  
Riverside Fourth Addition

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a fractional basis: Lots 1 through 4 inclusive, Block 6 and Lots 1 through 4 inclusive, Block 7, Riverside Fourth Addition shall each pay 1/8 of the total cost payable by the improvement district. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral as defined in City of Wichita Ordinance No. 35-570 under the criteria established for "hardship deferral".

SECTION 6. That all costs of the improvements of the sanitary sewer system shall be assessed to the improvement district as provided by Section 4 hereof.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefor, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. The advisability of the improvements setforth above is hereby established as authorized by K.S.A. 1979 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

(SEAL)

PETITION - STORM WATER SEWER  
AND FLOODWATER DETENTION POND

To the Board of Commissioners  
Wichita, Kansas

Dear Commissioners:

1. We, the undersigned owners of record as below designated, of lots, parcels, and tracts of real property lying within the area described generally as follows:

- Lots 1 through 15 inclusive, Block 1
- Lots 1 through 32 inclusive, Block 2
- Lots 1 through 16 inclusive, Block 3
- Lots 1 through 23 inclusive, Block 4
- Lots 1 through 6 inclusive, Block 5
- all in Riverside Fourth Addition/

*SWD # 207*

*SWD 227*  
do hereby petition, pursuant to the provisions of K.S.A. 1974 Supp. 12-6a01 et seq., as follows:

- (a) That there be constructed a storm water sewer and a floodwater detention pond to serve the area described above, according to plans and specifications to be furnished by the City Engineer.
- (b) That the estimated and probable cost of the foregoing improvements being \$150,000.00 payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro-rata rate of 1 1/2% per month from and after the date of approval of this petition.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100% of the total actual cost of the improvement.
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 15 inclusive, Block 1; Lots 1 through 32 inclusive, Block 2; Lots 1 through 16 inclusive, Block 3; Lots 1 through 23 inclusive, Block 4; Lots 1 through 6 inclusive, Block 5; all in Riverside Fourth Addition shall each pay 1/92 of the total cost payable by the improvement district.

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

- 2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- 3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
- 4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or non-resident) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvement may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 1 through 15 inclusive, Block 1	All Lots and Blocks owned 100% by ROBBINS REALTY, a Partnership  By: <i>W. Dale Cooper</i> W. Dale Cooper Robbins Realty Managing Partner	February 19, 1981
Lots 1 through 32 inclusive, Block 2		
Lots 1 through 16 inclusive, Block 3		
Lots 1 through 23 inclusive, Block 4		
Lots 1 through 6 inclusive, Block 5		
all in Riverside Fourth Addition.		

AN ABSTRACTOR'S CERTIFICATE OF OWNERSHIP MUST ACCOMPANY THIS PETITION

WICHITA-SEDGWICK COUNTY

METROPOLITAN AREA PLANNING DEPARTMENT

DATE  
July 2, 1980

TO John Wynkoop, Director of Water & Water Pollution Control  
FROM Jack H. Galbraith, Chief Planner, Current Plans Division  
SUBJECT Development events for Riverside Fourth Addition

The following is a description of the sequence of events, to date, for the above-captioned matter:

1. Event: Discussed filing a request for "G" Mobile Home District to develop a mobile home subdivision.  
Date: Early April, 1980.  
Contact person: Dale Cooper, Robbins Realty  
Remarks: Talked with Jack Galbraith
2. Event: Filing of zone change request for "AA" to "G" (Mobile Home)  
Date: April 24, 1980  
Contact with: Dale Cooper  
Remarks: Application received by Louise Olivarez, Senior Planner. Applicant advised that application would be considered by MAPC on May 22, 1980.
3. Event: Filing of sketch plat for subject site.  
Date: May 6, 1980  
Contact with: Dale Cooper  
Remarks: Application received by Forrest Nagley, Junior Planner.
4. Event: Copy of sketch plat sent to Traffic Engineering, Flood Control and City Engineering.  
Date: May 8, 1980  
Contact with: Bill McKinley, Assistant Traffic Engineer; Paul Johnston, Acting Director of Flood Control; and Mike Lindebak, Project Development Engineer.  
Remarks: General agreement that sketch plat needed substantial redesign prior to authorizing preparation of preliminary plat.

5. Event: Meeting with applicant regarding design inadequacies of sketch plat.

Date: May 12, 1980

Contact with: Dale Cooper

Remarks: Discussed improper street alignments, excessive amounts of street, etc. Jack Galbraith and Forrest Nagley were the Planning Department staff who met with Cooper.

6. Event: Meeting with applicants regarding revised sketch plat.

Date: May 13, 1980

Contact with: Dale Cooper & Richard Robinson

Remarks: Galbraith accepted revised sketch plat and authorized work to begin on preliminary plat.

7. Event: M.A.P.C. considered request for "G" zoning.

Date: May 22, 1980

Contact with: Richard Robinson

Remarks: Approved subject to platting.

8. Event: Preliminary plat considered by Subdivision Committee Of M.A.P.C.

Date: June 12, 1980

Contact person: Richard Robinson

Remarks: Preliminary plat approved subject to conditions outlined in letter to platting engineer dated June 13, 1980.

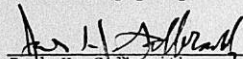
9. Event: Board of City Commissioners considered associated zone case.

Date: June 17, 1980

Contact person: Richard Robinson

Remarks: Approved as recommended by M.A.P.C.

As this plat continues to progress through the Subdivision process, I will keep you posted.

  
\_\_\_\_\_  
Jack H. Galbraith  
Chief Planner

JHG:FLN:sad

WICHITA-SEDGWICK COUNTY

DATE

METROPOLITAN AREA PLANNING DEPARTMENT

November 13, 1980

TO S/D 80-33 - Riverside Fourth Addition file  
FROM Louise Olivarez, Senior Planner  
SUBJECT Minimum pad elevations

*Duplicate*

On November 3, 1980, the following persons met in the MAPD Conference Room at 2:00 p.m., to discuss the drainage requirements for Riverside Fourth Addition:

Richard Robinson, plattor  
Dale Cooper, plattor  
John Wynkoop  
Robert Lakin  
Jack Galbraith  
Louise Olivarez  
Paul Graves  
Mike Lindebak  
Steve Lackey  
Chris Brittenstein  
Paul Johnston  
Leland Johnson  
Bill Earlywine

The meeting was called at the request of the plattors after the Planning Commission took action on October 9, 1980, to approve the plat subject to the minimum pad elevation requirements being resolved with City Engineering. (The Subdivision Committee had recommended on October 2, 1980, to require that a minimum pad of 87.6 be shown on the plat until such time as drainage channel improvements were made and then the pad could be reduced to 83. On October 9th the plattors asked that the Planning Commission revise this requirement).

Following is a summary of the November 3rd discussion regarding minimum pad elevations (all elevations are given in City datum figures):

- JOHNSTON: 84.6 is the 100-year flood elevation and also the design high water for an unimproved channel. Recommends minimum pad on plat of 87.6.
- ROBINSON: Wants plat approved with 83.0 if channel is improved, 85.6 (1 foot above 100-year flood) if channel is not improved. City ordinance requires mobile homes to be one foot above 100-year flood.
- JOHNSTON: 83.0 minimum pad IF design water surface is obtained by improving the channel.
- LINDEBAK: If BCC does not commit to a channel improvement project, minimum pad should be 87.6.

S/D 80-33 Riverside Fourth Addition file  
November 13, 1980  
Page 2

LAKIN: Even if plat shows 83 elevation, if flood maps show 84.6 then permits will have to require 84.6.

LINDEBAK: Street grades will be set at 84.6 (85.6 curb).

LINDEBAK: Transition of streets from Riverside 3rd and 4th will be about 4% grade for several hundred feet.

LAKIN: Subdivision Regulations say we set minimum pad at the 100 year flood elevation.

ROBINSON: Can a berm around the channel be built at 87.6 from 47th to the south line of the plat?

JOHNSTON: Federal flood insurance law requires building elevation to be at least to 100-year flood elevation. Any individual community can make more stringent requirements.

JOHNSTON: Part of this plat lies within floodway (according to most recent flood rate maps), and cannot be built on without drainage improvements being made.

LAKIN: 84.6 (flood elevation) is o.k. for minimum pad because Subdivision Regulations require pad to be at (or above) flood elevations.

LINDEBAK: thinks people will not want their homes 1 foot below curb elevation.

EARLYWINE: 2% grade from home to street is required.

ENGINEERING: Wants 87.6 if channel improvements are not assured.

Meeting adjourned at 3:40 p.m.

1. Eliminate all reference to elevation (i.e. \*El. 83.0) on Lots 1 through 15, Block 1, and Lots 1 through 6, Block 5, of the Final Plat of Riverside Fourth Addition.
2. Change last sentence of platter's text of Final Plat of Riverside Fourth Addition to read as follows:

"The elevation of the floor of any new or re-located mobile home, building or structure shall be at least one foot above the top of curb, measured at the center of lot on which such mobile home, building or structure is located."

3. Utility easements at rear of lots adjacent to North, West and South property lines and across West end of Kansas Turnpike Drainage Easement <sup>(shall be)</sup> filled to finish grade of 85.6 (City Datum) as a part of public drainage improvements.

4. Streets to be constructed in accordance with top of curb elevations set out in drainage plan. (#249-V-401, Revised December 9, 1980)

*Basin - as part of drainage / street construction.*

5. The Declaration of Protective Covenants would be changed by deleting Paragraph N in its entirety and substituting the following:

N. Utility easements across the West end of the Kansas Turnpike Drainage Easement and at the rear of Lots 1 through 15, Block 1; Lots 1 through 10, Block 2; Lots 14 through 23, Block 4; and Lots 1 through 6, Block 5 are to be maintained at an elevation of 85.60 (City Datum), or such lesser elevation as approved by the City Engineer.

The lake created as a part of the drainage plan of the addition shall be conveyed by Warranty Deed to the non-profit corporation.

The maintenance of said lake and surrounding shore line and the maintenance of the elevations of said utility easements being the responsibility of said non-profit corporation and in the event the reserves or the utility easements are not satisfactorily maintained, the City of Wichita or its designee may enter into and upon the reserves and utility easements, perform the required maintenance, the cost of which shall be assessed equally among all the lots in Blocks 1 through 5, Riverside Fourth Addition and may be established and treated as liens thereon in the same manner as special assessments.

RIVERSIDE FOURTH

*Copy  
12/12*