

PLAT NO. S/D 75-52 MAP NO. 5950

NAME SYCAMORE VILLAGE ADDITION

LOCATION: Northwest corner of 21st St. No. & Rock Rd.

ENGINEER VanDoren-Hazard-Stallings

OWNER Wichita Land Company

APPLICATION FILED June 23, 1975

SKETCH PLAT FILED 1-22-75

PRELIMINARY FILED 6-23-75

S/D ACTION 7-3-75 Approved

FINAL FILED 8-25-75

S/D ACTION 9-4-75 approve

MAPC ACTION 9-11-75 Approved to amend

BOC ACTION 2-24-76 Approved

RECORDED March 8, 1976

REMARKS _____

S/D 75-52 - SYCAMORE VILLAGE ADD.
Northwest corner of 21st St. NO.
and Rock Rd.

ACTION

	DATE
S/D COMMITTEE	7-3-75
S/D (fines) approved	9-4-75
M.A.P.C. Approved as amended	9-11-75
B.C.C./B.C.C. approved	2-27-76

Map No. 5950
Sec. No. 6
Twp. No. 27S
Range 2E

Subdivision Report and Progress

S/D No.: 75-52

Name: SYCAMORE VILLAGE ADDITION

General Location: northwest corner of 21st St. and Rock Road

Owner: Wichita Land Company
Address: 2500 Claiborn Circle Phone: 686-7451
Subdivider: VanDoren-Hazard-Stallings
Address: 260 N. Rock Rd. Suite 250 Phone: 686-7303
Engineer/Surveyor: same
Address: _____ Phone: _____

Application Received 6-23-75
Conf. with Applicant _____
Sketch Plat Received _____
Present Zoning "AA" & "LC"
Proposed Zoning "AA"
Letter of Intent _____

PREL. PLAT RECEIVED 6-23-75
S/D Comm. Action 7-3-75 approve
Dept. Report on Prel. 7-4-75

TRACING PROGRESS:
Received 12-19-75
Released _____
Received _____
Released _____

FINAL PLAT RECEIVED 8-25-75
S/D Comm. Action 9-4-75 approve

Dept. Report on Final 9-5-76
M.A.P.C. ACTION 9-11-75 / approved as amended
Dept. Report on Final 9-12-76
Letter on Irons Received N/A
Title/Taxes Rec'd & Reviewed 1-14-76
Final Review 2-5-76
Referral to B.C.C. 2-19-76

B.C.C. ACTION 2-24-76 approved
Recorded March 8, 1976

Comments:

Z-1707 Associated Zone Case
DP-73 Community Unit Plan

3-1-76 called Van Doren to pick up tracing & recording
3-2-76 tracing release to John Lunkelshede

T9-302 (2)

S/D 75-52
7-8-76

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

Sycamore Village ADDITION was
filed for record on March 8 1976
Barry J. McCall
Register Of Deeds

T9-328

No. 2133C
HASTINGS, MN - LOS ANGELES
LOGAN, OH - WASHINGTON, TX U.S.A.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
... 2 ... 8 ... 9 ... 4 ... M
MAR 10 1976

NO. 2 68771
BETTE F. McCART
REGISTER OF DEEDS

*Pat Ketcher
Register*

Original Compared
With Record

FILM 180 PAGE 1222

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

Amendment #1 attached

THIS DECLARATION, made on the date hereinafter set forth by WICHITA LAND COMPANY, a Pennsylvania corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Wichita, Sedgwick County, Kansas, which is more particularly described as all of Sycamore Village Addition to the City of Wichita, Sedgwick County, Kansas except Lot A and Lot B thereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Sycamore Village Homeowners' Association, a Kansas corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows: Reserve A, Sycamore Village Addition to the City of Wichita, Sedgwick County, Kansas.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to WICHITA LAND COMPANY, a Pennsylvania corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

~~Section 1~~ Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

~~Section 2~~ Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. Declarant shall be entitled to three (3) votes for each Lot owned. The Class B membership of Declarant shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1985.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and costs shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs and reasonable attorney's fees if allowed by law, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be sixty dollars (\$60.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by an affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum amounts set forth in this Section 3.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all members not less than 20 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid, and such certificate, when properly executed, shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. In the event that Declarant, its successors or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill its obligations relating to the Common Area, the City of Wichita may serve a written Notice of Delinquency upon Declarant setting forth the manner in which Declarant has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which Declarant may fulfill the

obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable values of the properties within the Community Unit Plan and to prevent the Common Area from becoming a nuisance, may enter upon said Common Area and perform the obligations listed in the Notice of Deficiency. All costs incurred by the City of Wichita in carrying out the obligations of Declarant may be assessed against the Common Area in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Common Area. Should Declarant, its successors or assigns, upon receipt of said Notice of Deficiency, feel that the obligations listed in said Notice are not proper for any reason, it may, within the twenty (20) day period provided in such Notice, apply for a hearing before the Board of City Commissioners to appeal said notice and any further proceedings under the Notice shall be delayed pending the outcome of any proceedings on appeal of said Notice.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Approval Required. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more persons appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow, and keep in good repair and condition all drainage channels and swales located on any Lot owned by such Owner.

Section 2. Streets. In the event the City of Wichita shall order the public streets adjoining and within the above-described land improved to urban standards as defined in the Wichita-Sedgwick Metropolitan Area Planning Commission Subdivision Regulations, each Owner shall pay a proportionate cost of such improvements as such improvements will be made at no cost to the City of Wichita.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas or any other public office instruments affecting real property located in Sedgwick County, Kansas may hereafter be established.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions. *see Amendment #1*

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 5th day of January, 1966.

WICHITA LAND COMPANY, Declarant

By

William F. Martin
Vice President

William F. Martin

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
COUNTY OF Montgomery) ss.

BE IT REMEMBERED, that on this 26th day of February 1976, before me, a notary public within and for the county and state aforesaid, came William F. Martin, Vice President of Wichita Land Company, a Pennsylvania corporation, who is personally known to me and known to me to be the same person who executed the foregoing Declaration of Covenants, Conditions and Restrictions, that said person duly acknowledged before me his execution of the same as and for his free and voluntary act and deed; that said person duly acknowledged before me his authority to execute same as the Vice President of Wichita Land Company, for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Eileen M. Blaker
Notary Public
Eileen M. Blaker



Commission Expires:
12/31/76

CONSENT OF MORTGAGE HOLDER

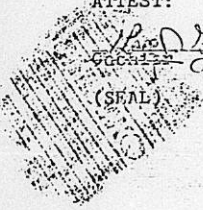
The undersigned, FIRST NATIONAL CITY BANK, with offices at 399 Park Avenue, New York, New York, being the holder of certain mortgages encumbering the real property described in the above and foregoing Declaration of Covenants, Conditions and Restrictions, does hereby consent to the imposition of the above and foregoing Declaration of Covenants, Conditions and Restrictions on said real property and to the recording of same in the office of the Register of Deeds, Sedgwick County, Kansas.

February 23, 1976

FIRST NATIONAL CITY BANK

By [Signature]
Vice President

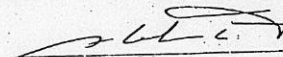
ATTEST:
[Signature]
Account Officer



STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

BE IT REMEMBERED, that on this 2nd day of March, 1976, before me, the undersigned, a Notary Public duly commissioned in and for the County and State aforesaid, came LEONARD DRAVIER and CARY D. CALANCHER, who are each personally known to me and known to me to be the Vice President and Cashier, respectively, of First National City Bank, and to be the same persons who executed the above and foregoing instrument, and they duly acknowledged their execution of the same for and on behalf of and as the free and voluntary act and deed of said First National City Bank, for the uses and purposes therein set forth.

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


Notary Public

My Commission Expires:

STEPHEN A. FOSS
Notary Public, State of New York
No. 24-4605400
Qualified in Kings County
Commission Expires March 30, 1977.



STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
..... 2 A.M.
JUN 16 1976
NO. 2 82677
BETTE F. MC CART
REGISTER OF DEEDS

FILM 195 PAGE 854

Original Compared
With Record

AMENDMENT NUMBER ONE

TO

Pat Ketchum

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT NUMBER ONE TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on the 28th day of May, 1976, by WICHITA LAND COMPANY, a Pennsylvania corporation, hereinafter referred to as "Declarant",

WITNESSETH: That,

WHEREAS, on January 26, 1976, the Declarant executed a Declaration of Covenants, Conditions and Restrictions ("the Declaration") subjecting the following described property to the easements, restrictions, covenants and conditions contained therein, to-wit:

All of Sycamore Village Addition to the City of Wichita, Sedgwick County, Kansas, except Lot A and Lot B thereof; and

WHEREAS, the Declaration has been duly recorded by the Declarant in the office of the Register of Deeds, Sedgwick County, Kansas on March 10, 1976, on Film 180, Page 1222; and

WHEREAS, at the time the Declaration was executed and recorded it was contemplated that loans insured by the Federal Housing Administration and the Veterans Administration would be obtained by owners of certain of the lots contained in the above-described addition, and said governmental agencies require that certain provisions be included in any declaration of restrictive covenants covering property with respect to which loans incurred by such agencies are made; and

WHEREAS, it no longer appears probable that any loans insured by either the Federal Housing Administration or the Veterans Administration will be made with respect to property located in Sycamore Village Addition, and as of the date hereof no such loans have been made and no applications for any such loans have been made to either such agency; and

5-00

Return to:
Benjamin C. Longel
700 4th Floor and Chr
Wichita Ks 67202

WHEREAS, Declarant desires to amend the Declaration to remove and delete therefrom Section 6 of ARTICLE VI; and

WHEREAS, Section 5 of ARTICLE VI permits the amendment of the Declaration by the owners of not less than ninety percent (90%) of the Lot Owners; and

WHEREAS, Declarant is the owner of all of the property described in the Declaration;

NOW, THEREFORE, Declarant hereby amends the Declaration by deleting and removing therefrom in its entirety all of Section 6 of ARTICLE VI.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28th day of May, 1976.



WICHITA LAND COMPANY

By J. Thomas Cushman
J. Thomas Cushman, President

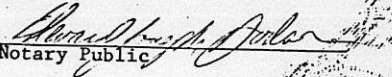
ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
COUNTY OF MONTGOMERY) ss.

BE IT REMEMBERED, that before me, the undersigned, a Notary Public in and for said county and state, on this 28th day of MAY, 1976, personally appeared J. THOMAS CUSHMAN, who is the PRESIDENT of Wichita Land Company, a corporation, to me personally known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

FILM 195 TAKE 856

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


Notary Public

My Commission Expires:

EDWARD JOSEPH DODSON
Notary Public, Upper Merion Twp., Mont. Co.
My Commission Expires January 21, 1980



April 6, 1976

Van Doren-Hazard-Stallings
250 Rockborough Bldg.
260 North Rock Road
Wichita, Kansas 67206

Attn: Mr. Ken Bengston

Subject: Sycamore Village Addition

Dear Mr. Bengston:

Reference is made to your letter of February 23rd transmitting plans for and computations revised from your December 30th letter for a lake in Sycamore Village Addition. We have reviewed the revised computations and plans and are in agreement with all except freeboard elevation. With design water surface at 210.8, we think the building pad elevations and top of dam should be 3' above at 214. Either the limits of the floodway should be revised to contain the 214 contour or a slight amount of fill be placed to bring those areas to elevation 214.

All other aspects of the plans are approved and we want the record to show that you obtained an opinion from the Division of Water Resources of the Board of Agriculture that Sycamore Village lake is considered to be on a purely private stream, therefore does not require a permit.

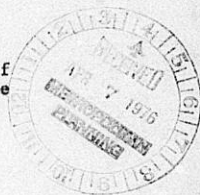
I trust this information is sufficient to permit final processing of the plat; however if further information or discussion is desired, please advise.

Yours truly,

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

MSM/gim

cc: G. H. Wilton
Jack Galbraith ✓
Sycamore Village Addition



RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 75-52 Name SYCAMORE VILLAGE ADDITION
Application & Sketch Filed: 6-23-75
Preliminary Plat Filed: 6-23-75 Approved by S/D: 7-3-75
Final Plat Filed: 8-25-75 Approved by S/D: 9-4-75
Approved by Metropolitan Area Planning Commission: 9-11-75

DESCRIPTION

General Location: Northwest corner of 21st Street
North and Rock Road

Surveyor or Engineer: VanDoren-Hazard-Stallings
Owner: Wichita Land Company
Address: 260 N. Rock Road, Suite 250 67206

1. Gross Acreage of Plat	78.4	6. Access Control	
2. Number of Lots:		St. 21st St.No.	No. Openings 0
Residential	159	St. Rock Road	No. Openings 1
Commercial		St.	No. Openings
Industrial		7. Req'd Improvements	
Other		St. Paving	X Water
Total Number of Lots:	159	Sidewalk	X Drainage
3. Minimum Lot Area:	0.13 Acres	Sewer	X Other
4. Existing Zoning	"AA"		
5. Special Problems Discussed	None		

Valid petitions have been submitted guaranteeing the paving of all streets in the addition, the construction of sidewalks in accordance with the approved sidewalk plan for the addition, and the extension of sanitary sewer to serve all lots. A certificate has been submitted certifying the petitions.

Planning Commission Recommendation:

That this plat be approved subject to:

- A. The applicant shall submit a covenant to be filed of record advising future lot owners in the addition that they may be liable for additional assessments for additional street improvements to City standards.
- B. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Gragg moved, Hennessy seconded and it carried unanimously. Rising was absent.

NOTE: The associated Residential Community Unit Plan, DP-73, was approved by the Board of City Commissioners on July 1, 1975 subject to platting.

ACTION: Approve the petitions and instruct the Director of Law to prepare the necessary resolutions, instruct the City Clerk to file the certificate with the Register of Deeds, the publication and filing costs of which shall be billed to the applicant; and approve the plat as approved by the Metropolitan Area Planning Commission, authorize the Mayor to sign and instruct the Planning Department to withhold release of the plat for recording until condition A. above has been complied with.



ARCHITECTS - ENGINEERS

VAN DOREN - HAZARD - STALLINGS

250 ROCKBOROUGH BUILDING, 260 NORTH ROCK ROAD WICHITA, KANSAS 67206
TELEPHONE 316 686-7303

August 25, 1975

Re: Final Plats of Mainsgate Village, ^{S/D 75-52}
Sussex Addition and Country Lake Addition. _{S/D 75-67} _{S/D 75-64} _{no plat attached}

Wichita-Sedgwick County
Metropolitan Area Planning Dept.
City Building Annex
104 South Main
Wichita, Kansas 67202

Gentlemen:

Submitted herewith for your review are twenty-nine copies each of the Final Plats of Mainsgate Village Addition, Sussex Addition and Country Lake Addition.

Very truly yours,

John E. Lundblade
John E. Lundblade

cc: Wichita Land Co.
Leisure Living Inc.
Sussex Corp.



COMOTARA

Mr. Jack Galbraith
Metropolitan Planning Dept.
City of Wichita
455 North Main
Wichita, Kansas 67202

Dear Jack:

Enclosed are the legal documents which will be
filed on our next residential area in Comotara, Sycamore
Village.

Sincerely,

Phil Snodgrass
Assistant General Manager

PS:mp

Encl.



*- Need standard
language added
& permit City to maintain
system area.
December 9, 1975*

*- need to revise Art. VII, Sec 2
of Council Ord. P.6.*

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WICHITA LAND COMPANY, a Pennsylvania corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Wichita, Sedgwick County, Kansas, which is more particularly described as Sycamore Village Addition to the City of Wichita, Sedgwick County, Kansas.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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DEFINITIONS

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Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Reserve A, Sycamore Addition to the City of Wichita, Sedgwick County, Kansas.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to WICHITA LAND COMPANY, a Pennsylvania corporation, its successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. Declarant shall be entitled to three (3) votes for each Lot owned. The Class B membership of Declarant shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1985.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and costs shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be sixty dollars (\$60.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by an affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum amounts set forth in this Section 3.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all members not less than 20 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining

in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid, and such certificate, when properly executed, shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments:
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Approval Required. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more persons

appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow, and keep in good repair and condition all drainage channels and swales located on any Lot owned by such Owner.

Section 2. Streets. In the event the City of Wichita shall order the public streets adjoining and within the above-described land improved to urban standards as defined in the Wichita-Sedgwick County Zoning Regulations, each Owner shall pay a proportionate cost of such improvements as such improvements will be made at no cost to the City of Wichita.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas or any other public office instruments affecting real property located in Sedgwick County, Kansas may hereafter be established.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the
Declarant herein, has hereunto set its hand and seal this ____
day of _____, 19__.

WICHITA LAND COMPANY, Declarant

By _____

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF)

BE IT REMEMBERED, that on this ____ day of _____,
19__, before me, a notary public within and for the county and
state aforesaid, came _____, _____ President
of Wichita Land Company, a Pennsylvania corporation, who is
personally known to me and known to me to be the same person
who executed the foregoing Declaration of Covenants, Conditions
and Restrictions, that said person duly acknowledged before
me his execution of the same as and for his free and voluntary
act and deed; that said person duly acknowledged before me his
authority to execute same as the _____ President of Wichita
Land Company, for and on behalf of and as the free and voluntary
act and deed of said corporation, for the uses and purposes
therein set forth.

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

Notary Public

My Commission Expires:

CONSENT OF MORTGAGE HOLDER

The undersigned, FIRST NATIONAL CITY BANK, with offices at 399 Park Avenue, New York, New York, being the holder of certain mortgages encumbering the real property described in the above and foregoing Declaration of Covenants, Conditions and Restrictions, does hereby consent to the imposition of the above and foregoing Declaration of Covenants, Conditions and Restrictions on said real property and to the recording of same in the office of the Register of Deeds, Sedgwick County, Kansas.

_____, 1975 FIRST NATIONAL CITY BANK

By _____
(Vice President)

ATTEST:

Cashier
(SEAL)

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

BE IT REMEMBERED, that on this ____ day of _____, 1975, before me, the undersigned, a Notary Public duly commissioned in and for the County and State aforesaid, came _____ and _____, who are each personally known to me and known to me to be the Vice President and Cashier, respectively, of First National City Bank, and to be the same persons who executed the above and foregoing instrument, and they duly acknowledged their execution of the same for and on behalf of and as the free and voluntary act and deed of said First National City Bank, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:



KANSAS DEPARTMENT OF AGRICULTURE

STATE OFFICE BUILDING
TOPEKA, KANSAS 66612

ROY FREELAND
Secretary

DIVISION OF WATER RESOURCES
CUY E. GIBSON, Chief Engineer
1720 SOUTH TOPEKA AVENUE
TOPEKA, KANSAS 66612

October 14, 1975

For Your COPY
Information

Mr. Howard R. West,
Vice President & General Manager
Wichita Land Company
2500 Claiborn
Wichita, Kansas 67226

Dear Mr. West:

This will acknowledge receipt of an application for permit by Wichita Land Company on September 5, 1975, along with plans and a design memorandum prepared by Mr. Kenneth H. Bengtson, Van Doren-Hazard-Stallings, Architects-Engineers, for the construction of a dam along a tributary of Gypsum Creek, at a location in the SE $\frac{1}{4}$ of Section 6, Township 27 South, Range 2 East, City of Wichita, Sedgwick County, Kansas.

After reviewing plans for the project and discussing it with Mr. L. M. Van Doren, we understand that Wichita Land Company owns all of the land included in the drainage area above the proposed dam, in the SE $\frac{1}{4}$ of Section 6, Township 27 South, Range 2 East. We note the plans show the dam is less than ten feet high, impounds less than fifteen (15) acre-feet of water, and all land within the drainage area is owned by Wichita Land Company.

Under these conditions, it is our interpretation your proposed structure would meet the requirements of the exception defined in K.S.A. 82a-304 and need no permit from the Chief Engineer to be a legal structure.

Very truly yours,

Guy E. Gibson
Chief Engineer

GEG:bb

cc: Mr. L. M. Van Doren
Mr. M. S. Mitchell
Mr. Kenneth H. Bengtson





COMOTARA

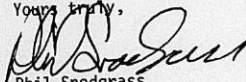
January 13, 1976

Mr. Curtis Newby
Metropolitan Area Planning Commission
City of Wichita
455 N. Main
Wichita, Kansas 67202

Dear Mr. Newby:

You will find enclosed xeroxed copies of the receipts showing the taxes have been paid in full on the proposed Sycamore Village Addition the platting of which is to be submitted next week to your office.

Yours truly,


Phil Snodgrass
Ass't General Manager

PS:mp
Encl.



TWO

PLEASE DO NOT FOLD OR MUTILATE

CHECKS PAYABLE TO: *O.B. (Bruce) McCracken* COUNTY TREASURER *George Pierce* COUNTY CLERK

IMPORTANT - IF THIS STATEMENT IS \$10.00 OR LESS, IT MUST BE PAID IN FULL.

LEGAL DESCRIPTION: 0-158-0P 0-158-0P SE 1/4 S7 1/4 L&C S 50 CT SUR R SEC 8-27-72

PLEASE RETURN ALL COPIES OF THIS STATEMENT. DUE NOV. 1, 1975 FIRST HALF DELINQUENT DEC. 21, 1975 SECOND HALF DELINQUENT JUNE 21, 1976 WITH INTEREST AT 10% PER ANNUUM.

PLEASE CONTACT COUNTY ASSESSOR ON QUESTIONS ABOUT ASSESSED VALUATION.

O.B. (BRUCE) MCCRACKEN
COUNTY TREASURER, SEDGWICK COUNTY
WICHITA, KANSAS 67203

INTEREST _____
CA _____
CK _____
RECEIPT NO. _____

PLEASE INDICATE ANY CHANGE OF ADDRESS

VALUATION	MILL LEVY	GENERAL TAX	SPECIAL TAX	TOTAL TAX	FIRST HALF	SECOND HALF	INTEREST	PAID	RECEIPT NO.
14,870	0.00780	0.00100		1,161.14	580.50	580.64			

CLASS	ENCL & TENS	UNITS	TENS	HUND	TENS THOUS	HUND THOUS	TEN THOUS	HUND THOUS	TEN THOUS	HUND THOUS	LOAN CO.	INTEREST	TOTAL PAID	RECEIPT NO.
02	06	00	75	25	25									

TWO

PLEASE DO NOT FOLD OR MUTILATE

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WICHITA, KANSAS 67203

INTEREST _____
CA _____
CK _____
RECEIPT NO. _____

PLEASE INDICATE ANY CHANGE OF ADDRESS

VALUATION	MILL LEVY	GENERAL TAX	SPECIAL TAX	TOTAL TAX	FIRST HALF	SECOND HALF	INTEREST	PAID	RECEIPT NO.
14,870	0.00780	0.00100		1,161.14	580.50	580.64			

CLASS	ENCL & TENS	UNITS	TENS	HUND	TENS THOUS	HUND THOUS	TEN THOUS	HUND THOUS	TEN THOUS	HUND THOUS	LOAN CO.	INTEREST	TOTAL PAID	RECEIPT NO.
02	06	00	75	25	25									

MICROFILMED
 FROM THE BEST
 AVAILABLE COPY

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE January 2, 1976

TO Jack H. Galbraith, Chief Planner
FROM Bill H. Otten, Chief Engineer-Water Engineering
SUBJECT Sycamore Village Addition

The platators of Sycamore Village Addition have submitted valid petitions for water benefit districts to serve this plat. Therefore, our requirements for water service to this area have been fulfilled.

Bill H. Otten

Bill H. Otten
Chief Engineer-Water Engineering

BHO:ar

cc: John D. Wynkoop, Director of Water

MICROFILMED
FROM THE BEST
AVAILABLE COPY

CERTIFICATE

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

I, Wichita Land Company, owner and plat-
tor of Sycamore Village 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. Streets
2. Sanitary Sewer
3. Water Mains
4. *sidewalks?*
- 5.
- 6.
- 7.

see amended certificate

As a result of the above-mentioned petitions for im-
provements, lots within Sycamore Village Addition
may be subject to special assessments assessed thereto for the
cost of constructing the above-described improvements.

Signed this 11th day of December, 1975.

William F. Martin
Vice President
John S. Randolph
Secretary

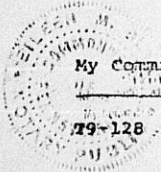
Commonwealth of Pennsylvania) ss
Montgomery County
~~City of Wichita)~~
~~Sedgwick County)~~ ss
~~State of Kansas)~~



Be it remembered that on this 11th day of December,
1975, before me, a notary public in and for said County and State,
came John S. Randolph and William F. Martin, to me personally
known to be the same person who executed the fore-going 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.

Edwin M. Blaker
Notary Public



October 6, 1975

Utility Advisory Committee

Curtis L. Newby, Junior Planner

S/D 75-52 - Mainsgate Village Addition,
name change.

Please be advised that the name of the plat of Mainsgate Village Addition has been changed to SYCAMORE VILLAGE ADDITION at the request of the applicant. If you have any questions concerning this matter, please call.

CLN:rme

Curtis L. Newby, Junior Planner



ARCHITECTS - ENGINEERS

VAN DOREN - HAZARD - STALLINGS
250 ROCKBOROUGH BUILDING, 260 NORTH ROCK ROAD WICHITA, KANSAS 67206
TELEPHONE 316 686-7303

JS

September 23, 1975

Re: Mainsgate Village Addition
S/D 75-52
Our Job No. 4-74-014 A0

Wichita Sedgwick County
Metropolitan Area Planning Department
City Building Annex
104 South Main
Wichita, Kansas 67202

Gentlemen:

The Wichita Land Company has instructed me to request that the name of Mainsgate Village Addition be changed to Sycamore Village Addition.

The Comotara First Addition was called for sales purposes and to establish a neighborhood identity, Mainsgate Village. To continue this same policy it is desirous to give the new neighborhood a different identity, namely Sycamore Village.

We will change the name, as it now appears on the final plat, to Sycamore Village Addition, unless we hear differently from you.

Very truly yours,

John E. Lundblade

John E. Lundblade

cc: Wichita Land Company

JEL/js



September 12, 1975

Mr. John Lundblade
VanDoren-Hazard-Stallings
260 North Rock Road, Suite 250
Wichita, Kansas 67206

Re: S/D 75-52 - Final Plat of
MAINS GATE VILLAGE ADDITION

Dear Mr. Lundblade:

The above-captioned final plat was considered by the Metropolitan Area Planning Commission at the regular meeting held on September 11, 1975. The action of the Commission was to approve the plat as recommended by the Subdivision Committee, subject to the conditions as outlined in our letter of September 8, 1975, except for condition B. which shall be changed to read:

- B. The applicant's engineer shall indicate on the plat the change in the right-of-way requirements for 22nd Street North and Rutland, eliminating the 25-foot sidewalk, utility and drainage easements, and indicating "complete access control" on all lots adjoining 22nd Street North and Rutland.

In addition to complying with those conditions the following conditions must be complied with before forwarding of this plat to the Board of City Commissioners:

- As except for covenant*
1. Compliance with the requirements of the Metropolitan Area Planning Commission.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. Certification by an attorney that fee title is vested in the platfor.
4. Certification that all taxes due and payable for 1974 and prior years have been paid.

Page 2 - Mr. John Lundblade
September 12, 1975

The applicant's engineer should also submit 15 copies of the revised final plat to the Planning Department for distribution to the Utility Advisory Committee.

If you have any questions, please call.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: Wichita Land Company, 2500 Claiborn Circle 67226
Dean Sellers, Assistant City Engineer

THE CITY OF WICHITA

OFFICE OF Director of Public Works

DATE September 10, 1975

TO Robert A. Lakin, Director of Planning
FROM R. W. Bruggeman, Director of Public Works

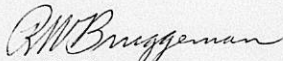
SUBJECT Mainsgate Village Addition

The developer proposes to construct an open section roadway on Rutland, from 22nd Street North to the Loop Street.

The Department of Public Works staff has reviewed the design concept with the developers, planners and engineers. The City staff is of the opinion that an open section design should only be used on streets where large tracts of open space abutt the street which would reduce the street intersection, driveway and sidewalk conflicts on the open ditch system.

The developer now proposes the use of this concept on a street that has multiple conflicts (12 street crossings, 3 driveway crossings and 8 sidewalk crossings). Conflicts would occur at intervals of 105' minimum to 320' maximum.

The Department of Public Works staff is opposed to the open section concept on this plat and this application.


R. W. Bruggeman
Director of Public Works

RWB:gr

cc: G. H. Wilton, Supt. of Public Works Maintenance
R. W. Linn, City Engineer

go

Re item 15 Thurs.
condition B.

I assume this plot should
be returned to S/D Com or appealed
on to BCC if MAPC can work w/
developer

3 options

- Defen & living in wells to argue condition C w/ MAPC.
- Refer to S/D to redesign plot? if ST studs are different? Are they?
- Accept MAPC agreeing w/ City Eng & appeal decision to BCC

→ Advice in AM. ~~Will~~ will call in the AM.

THE CITY OF WICHITA
OFFICE OF ENGINEERING

DATE September 11, 1975



TO Bob Lakin, Director of Planning
FROM R.W. Linn, City Engineer

SUBJECT Mainsgate Village Addition
Pavement Design

Attached is a copy of Typical Street sections and paving geometrics approved by this office for use in Mainsgate Village Addition.

If additional information is necessary, please contact me.

A handwritten signature in cursive script that reads 'R.W. Linn'. Below the signature is a horizontal line, and underneath that line, the name 'R.W. Linn, City Engineer' is printed in a small, sans-serif font.

RWL:gd
CC: George Wilton - Supt. of Public Works Maintenance
R.W. Bruggeman - Director of Public Works
John Lundblade

OK to delete Sidewalk, Drain & Utility count June 9-11-75
Bands 24' B-B c & gutter
- want access contact along lots
in lin rechecked

September 8, 1975

Van Doren-Hazard-Stallings
260 North Rock Road, Suite 250
Wichita, Kansas 67206

Re: S/D 75-52 - Final plat of
MAINS GATE VILLAGE ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, September 4, 1975, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A.* The associated Community Unit Plan, DP-73, and zone case Z-1707 from "AA" and "LC" to "AA" have been approved by the Board of City Commissioners subject to platting.
- B.* Prior to the Planning Commission consideration of the plat on September 11, 1975, the applicant's engineer shall obtain a letter from the City Engineer stating final approval of the proposed street geometrics and designs to be utilized in the development of subject property. If said approval has not been obtained by the said date, it is recommended that the plat be deferred until the approval has been obtained.
- C.* It is recommended that the revised sidewalk plan be approved.
for petitioned
The applicant shall install or guarantee the installation of sidewalks as shown on the approved sidewalk plan.
- D.* The applicant shall work with the Gas Service Company relative to providing appropriate easements for that company's facilities.
for petitioned
The applicant shall guarantee the paving of Bainbridge Road, Rutland, Bainbridge Center, Oak Hollow Circle, Addison Circle, 22nd Street North, Inwood Circle, Bromfield Circle, Longwood Circle, Longwood Court, Winstead Circle, and Hathway Circle.

1-21-76
OK
need
signed copy

need revision returned bundled on 1-9-76

- The applicant shall submit to the Planning Department and Flood Control Office, for review and approval, a homeowners association agreement which shall contain provisions for the improvement, installation and maintenance of non-public open space, parking areas, drainage channels, swales, etc. A properly executed copy of the approved agreement or agreements shall be submitted, to be forwarded with the final plat to the Board of City Commissioners.
- OK* The applicant shall contact the State Division of Water Resources relative to obtaining a permit for the proposed lake on subject property. A copy of said permit shall be furnished to the Flood Control Office.
- OK* The minimum pad elevation language in the plat's text shall be expanded to include the additional pad elevation for a portion of subject plat, and said elevation shall be indicated on the face of the plat.
- OK* The indication of the combination building setback, drainage, utility and sidewalk easements shall be more clearly labeled on the face of the plat.
- OK* The street name "Oak Hollow Circle" shall be changed to read as Rutland Court.
- OK* Earl E. Rush is the Chairman of the Board of County Commissioners. The appropriate correction shall be made on the plat tracing.
- OK* The County Clerk's name shall be labeled "George Pierce."
- OK petitioned* The applicant shall guarantee the extension of sanitary sewer to serve all lots being platted.
- OK petitioned* The applicant shall guarantee the extension of City water to serve each lot being platted.
- P. The applicant shall contact the Planning Department relative to submission of a document to be filed with the Register of Deeds, which will give notice to future lot owners in the addition of the action by the City Commission reserving the right to require conventional street improvements.
- OK* 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.

S/D 75-52
September 8, 1975
Page 3

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, September 11, 1975, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Enclosure

cc: Wichita Land Company, 2500 Claiborn Circle, 67226
Dean Sellers, Assistant City Engineer

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 75-52 Name MAINSGATE VILLAGE ADDITION
Date Application Rec'd. 6-23-75 Preliminary Approval 7-3-75
Scheduled S/D Meeting 9-4-75

DESCRIPTION

General Location Northwest corner of 21st Street and Rock Road

Owner Wichita Land Company
Surveyor/Engineer Van Doren-Hazard-Stallings
Address 260 North Rock Road, Suite 250 Phone 686-7303

- | | | | |
|--------------------------|----------------------|------------------------------------|------------------|
| 1. Gross Acreage of Plat | <u>78.4</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>60</u> R/W <u>6,110</u> ft. | |
| Residential | <u>159</u> | b. <u>64</u> R/W <u>180</u> ft. | |
| Commercial | | c. <u>70</u> R/W <u>2,230</u> ft. | |
| Industrial | | d. <u>100</u> R/W <u>210</u> ft. | |
| Other | | e. <u> </u> R/W <u> </u> ft. | |
| Total Number of Lots | <u>159</u> | TOTAL | <u>8,820</u> ft. |
| 3. Minimum Lot Frontage | <u>45</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>6,000</u> sq. ft. | streets? <u>yes</u> <u>X</u> no | |
| 5. Existing Zoning | <u>AA & LC</u> | | |
| 6. Proposed Zoning | <u>AA</u> | | |
9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers Yes (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) (Yes-No)
12. City of Wichita X: Three-Mile Area

STAFF COMMENTS:

- A. The associated Community Unit Plan DP-73 and zone case Z-1707 from "AA" and "LC" to "AA" have been approved by the Board of City Commissioners subject to platting.
- B. The applicant and the representative from the Engineering Department shall be prepared to discuss the street rights-of-way shown on the final plat and the cross section design for said streets.
- C. It shall be noted that a sidewalk plan has been submitted for review by the Subdivision Committee. Approval of this plat is subject to approval of the sidewalk plan.
- D. The applicant shall install or guarantee the installation of sidewalks as shown on the approved sidewalk plan.
- E. The applicant shall work with the Gas Service Company relative to providing appropriate easements for that company's facilities.
- F. The applicant shall guarantee the paving of Bainbridge Road, Rutland, Bainbridge Center, Oak Hollow Circle, Addison Circle, 22nd Street North, Inwood Circle, Bromfield Circle, Longwood Circle, Longwood Court, Winstead Circle, and Hathway Circle.
- G. The applicant shall submit for review and approval a homeowners association agreement which shall contain provisions for the improvement, installation and maintenance of non-public open space, parking areas, drainage channels, swales, etc. A properly executed copy of the approved agreement or agreements shall be submitted to be forwarded with the final plat to the Board of City Commissioners.
- H. The applicant shall contact the State Board of Water Resources relative to obtaining a permit for the proposed lake on subject property.

(OVER)

MAPD

RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

Property Name Mainsgate Village Addition

MAILED TO:

Location W Corner of 21st & Rock Road

Van Boren Howard Stallings
Name -

Date 7/3/75

Firm _____

Prepared by Larry L. Henry, District Conservationist,
USDA-Soil Conservation Service,
4100 Maple, Wichita, Kansas 67209
Phone: 943 9471

Phone -- Date

111 _____

119 _____

102 _____

104 _____

Requested by: Wichita-Sedgwick County Metropolitan
Area Planning Commission

A. SOIL TYPE: Goessel silty clay on east side and Rosehill silty clay on west side. Severe limitations for basements and streets because of the high shrink-swell factor and low strength of the soil.

B. SITUATION: A grass cover needs to be maintained on area at all times

Conservation Starts When Construction Starts. A Ground Plan Outdoors Is As Important As A Floor Plan Inside.

C. EROSION CONTROL RECOMMENDATIONS: (The recommendations which apply to the above named property will be indicated by a checkmark.)

- 1. Disturb only the area needed for construction.
- 2. Remove only those trees, shrubs, and grasses that must be removed for construction; protect the rest to preserve their esthetic and erosion-control values.
- 3. Stockpile topsoil and protect it with anchored straw mulch or jute mat material.
- 4. Disturbing as small an area as possible, install streets, curbs, water mains, electric and telephone cables, storm drains, and sewers in advance of home or other building construction.
- 5. Install erosion and sediment control practices according to the Sedgwick County Conservation District standards and specifications.
- 6. Temporarily stabilize each segment of graded or otherwise disturbed land, including the sediment-control devices not otherwise stabilized, by seeding and mulching or by mulching alone. Permanently stabilize these areas as work on the land is completed. Both temporary and permanent stabilization practices are to be installed according to the Sedgwick County Conservation District standards and specifications.

* CONTINUED *

The following are adapted perennial grasses and should be seeded at the following rates:

STANDARD RATES:

Native bluestem mix, 3 pounds per 1,000 square feet
Tall fescue, 3 pounds per 1,000 square feet
Brome grass, 3 pounds per 1,000 square feet

SPECIAL RATES: _____

Apply nitrogen fertilizer at the rates listed below or have the soil tested and apply fertilizer accordingly.

STANDARD RATES:

Tall fescue, 2 pounds per 1,000 square feet
Brome grass, 2 pounds per 1,000 square feet

SPECIAL RATES: _____

Adapted perennial grasses for sodding are fescue, zoysia, and bluegrass.

- 7. Loose-pile material that is excavated for building construction purposes. Keep it loose-piled until it is used for foundation backfill or until the lot is ready for final grading and permanent vegetation.
- 8. Stabilize each lot within 60 days after work starts on home or other building construction.
- 9. Backfill, compact, seed and mulch trenches within 60 days after they are opened.
- 10. Discharge water from outlet structures at nonerosive velocities.
- 11. If additional information or on-site assistance is needed relative to soils, seeding procedures, structure design or related problems, call this number: 316 943 9471.
- 12. Divert foreign runoff water around area during construction.
- 13. Remove all debris such as tree stumps, scrap lumber, mortar or concrete, and rocks. Do not bury them; wood will eventually rot and cause settling; rocks, mortar and concrete can cause real difficulties in lawn maintenance and later construction.
- 14. _____

Distribution: Original to Developer and/or Owner
Copy to Metropolitan Area Planning Department Staff
File Copy: Sedgwick County Conservation District

July 8, 1975

VanDoren-Hazard-Stallings
260 N. Rock Rd.
Suite 250
Wichita, KS 67206

Subject: S/D 75-52 - Preliminary
plat of MAINSGATE VILLAGE
ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 3, 1975, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. Approval of this plat is subject to approval of the associated Community Unit Plan DP-73 and the associated zone case Z-1707 from "AA" & "LC" to "AA". Said cases are scheduled for consideration before the Board of City Commission on July 1, 1975.
- B. It should be noted that the various street rights-of-way shown on the plat be utilized for several purposes such as drainage sewers with no curb and gutter on the street pavement, reduced right-of-way width where parking lane will be provided on one side of the street only, various street shoulder widths, etc. It is also noted that some of the building setback areas are to be used for drainage and utility easements. Therefore a final plat shall not be submitted until the street geometrics and rights-of-way widths have been agreed to by the Public Works Department and the Planning Department.
- C. The applicant's engineer shall recheck all lots on the cul-de-sacs to assure that at least 60' of frontage is provided at the building setback line.
- D. Access controls as shown on the approved CUP shall govern and

VanDoren-Hazard-Stallings
July 8, 1975

shall be indicated on the plat.

- E. The applicant's engineer shall submit a revised sidewalk plan prior to or along with the submission of the final plat. Said plan shall be considered by the S/D Commission together with the final plan.
- F. The applicant shall install or guarantee the installation of sidewalks as shown on the approved sidewalk plan.
- G. Additional easements as shown on the engineer's "marked copy" of the preliminary plat shall be included on the final plat.
- H. The applicant shall work with the Gas Service Co. relative to providing appropriate easements for that companies facilities.
- I. The applicant shall contact the State Board of Water Resources relative to obtaining a permit for the proposed lake on subject property.
- J. The applicant shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to establishing minimum building pad elevations on subject property.
- K. The applicant shall guarantee the paving of Bainbridge Road, A Street, B Street, C Street, D Street, E Street, F Street, G Street and H Street as well as all cul-de-sacs shown on the plat.
- L. The applicant and/or his engineer shall contact Tim Cain of the Department of Public Works relative to appropriate street names to be indicated on the plat.
- M. The applicant shall submit for review and approval a homeowners association agreement which shall contain provisions for the improvement; installation and maintenance of non-public openspace; parking areas, drainage channels; swales, etc. A property executed copy of the approved agreement or agreements shall be submitted to be forwarded with the final plat to the Board of City Commissioners.
- N. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Regulations.

Vandoren-Hazard-Stallings
July 8, 1975

O. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

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

Sincerely,

Curtis L. Newby
Junior Planner

CLN:mrh
Enclosure

cc: Wichita Land Company
2500 Claiborn Circle
Wichita, KS

Dean Sellers
Assistant City Engineer

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 75-52 Name MAINSGATE VILLAGE ADDITION
 Date Application Rec'd. 6-23-75 Preliminary Approval
 Scheduled S/D Meeting 7-3-75

DESCRIPTION

General Location Northwest corner of 21st St. and Rock Road

Owner Wichita Land Company
 Surveyor/Engineer Van Doren-Hazard-Stallings
 Address 260 N. Rock Rd. Suite 250 Phone 686-73-3

- | | |
|---|---|
| 1. Gross Acreage of Plat <u>78.4</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>60ft.</u> R/W <u>6,110</u> ft. |
| Residential <u>159</u> | b. <u>64ft.</u> R/W <u>180</u> ft. |
| Commercial _____ | c. <u>70ft.</u> R/W <u>2,230</u> ft. |
| Industrial _____ | d. <u>100ft.</u> R/W <u>210</u> ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>159</u> | TOTAL <u>8,820</u> ft. |
| 3. Minimum Lot Frontage <u>45**</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>6,000</u> sq. ft. | streets? <u>yes</u> <u>no</u> <u>no</u> |
| 5. Existing Zoning <u>"AA" & "LC"</u> | |
| 6. Proposed Zoning <u>"AA"</u> | ** 60ft. at Bldg. Setback |
9. Public Water Supply YES (Yes-No), Name City of Wichita
 10. Public Sanitary Sewers YES (Yes-No), Name City of Wichita
 11. Health Department Approval (where applicable) _____ (Yes-No)
 12. City of Wichita _____ : Three-Mile Area _____

STAFF COMMENTS:

- A. Approval of this plat is subject to approval of the associated Community Unit Plan DP-73 and the associated zone case Z-1707 from "AA" & "LC" to "AA". Said cases are scheduled for consideration before the Board of City Commission on July 1, 1975.
- B. It should be noted that the various street rights-of-way shown on the plat be utilized for several purposes such as drainage sewers with no curb and gutter on the street pavement, reduced right-of-way width where parking lane will be provided on one side of the street only, various street shoulder widths, etc. It is also noted that some of the building setback areas are to be used for drainage and utility easements. It is therefore recommended that this preliminary plat not be approved until the applicants engineer has provided cross sectional plans for the various types of streets being proposed to the members of the Utility Advisory Committee and that a final plat not be submitted until the street geometrics and rights-of-way widths have been agreed to by said committee.
- C. The applicant's engineer shall recheck all lots on the cul-de-sacs to assure that at least 60' of frontage is provided at the building setback line.
- D. Access controls as shown on the approved CUP shall govern and shall be indicated on the plat.
- E. The applicant's engineer shall submit a sidewalk plan prior to or along with the submission of the final plat. Said plan shall be considered by the S/D Commission together with the final plan.
- F. The applicant shall install or guarantee the installation of sidewalks as shown on the approved sidewalk plan.

T9-303

(OVER)

- G. The applicant shall guarantee the paving of Bainbridge Road, A Street, B Street, C Street, D Street, E Street, F Street, G Street and H Street as well as all cul-de-sacs shown on the plat.
- H. The applicant and/or his engineer shall contact Tim Cain of the Department of Public Works relative to appropriate street names to be indicated on the plat.
- I. The applicant shall submit for review and approval a homeowners association agreement which shall contain provisions for the improvement; installation and maintenance of non-public open space; parking areas, drainage channels; swales, etc. A properly executed copy of the of the approved agreement or agreements shall be submitted to be forwarded with the final plat to the Board of City Commissioners.
- J. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- K. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 75-52 Name MAINSGATE VILLAGE ADDITION
Date Application Rec'd. 6-23-75 Preliminary Approval 7-3-75
Scheduled S/D Meeting 9-4-75

DESCRIPTION

General Location Northwest corner of 21st Street and Rock Road

Owner Wichita Land Company
Surveyor/Engineer Van Doren-Hazard-Stallings
Address 260 North Rock Road, Suite 250 Phone 686-7303

- | | | | |
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| 3. Minimum Lot Frontage | <u>45</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>6,000</u> sq. ft. | streets? <u>yes</u> <u>X</u> <u>no</u> | |
| 5. Existing Zoning | <u>AA & LC</u> | | |
| 6. Proposed Zoning | <u>AA</u> | | |
| 9. Public Water Supply <u>Yes (Yes-No)</u> | Name <u>City of Wichita</u> | | |
| 10. Public Sanitary Sewers <u>Yes (Yes-No)</u> | Name <u>City of Wichita</u> | | |
| 11. Health Department Approval (where applicable) | | (Yes-No) | |
| 12. City of Wichita <u>X</u> | : Three-Mile Area | | |

STAFF COMMENTS:

- A. The associated Community Unit Plan DP-73 and zone case Z-1707 from "AA" and "LC" to "AA" have been approved by the Board of City Commissioners subject to platting.
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- H. The applicant shall contact the State Board of Water Resources relative to obtaining a permit for the proposed lake on subject property.

(OVER)

- I. Earl E. Rush is the Chairman of the Board of County Commissioners. The appropriate correction shall be made on the plat tracing.
- J. The County Clerk's name shall be labeled "George Pierce".
- K. The applicant shall guarantee the extension of sanitary sewer to serve all lots being platted.
- L. The applicant shall guarantee the extension of City water to serve each lot being platted.
- M. The applicant shall contact the Planning Department relative to submission of a document to be filed with the Register of Deeds which will give notice to future lot owners in the addition of the action by the City Commission reserving the right to require conventional street improvements.
- N. Recording of the plat within 30 days after approval by the Board of City Commissioners.



ARCHITECTS - ENGINEERS

VAN DOREN - HAZARD - STALLINGS
250 ROCKBOROUGH BUILDING, 260 NORTH ROCK ROAD WICHITA, KANSAS 67206
TELEPHONE 316 686-7303

June 23, 1975

Re: Mainsgate Village Addition
Preliminary Plat
Our Job No. 4-74-008

Wichita-Sedgwick County
Metropolitan Area Planning Dept.
City Building Annex
104 South Main
Wichita, Kansas 67202

Gentlemen:

Submitted herewith for your review are twenty-nine (29) copies of the Preliminary Plat for Mainsgate Village Addition. Included with this submittal is the Application for Subdivision Approval form along with the Wichita Land Company check for \$524.00 to cover the filing fee.

Very truly yours,

John E. Lundblade
John E. Lundblade

cc: Wichita Land Co.

Map No.: _____
Section No.: 6
Twp. No.: T 27 S
Range: R 2 E

S/D No. 75-52

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Mainsgate Village Addition

General Location: North of 21st St. North and West of Rock Rd.

Name of Property Owner: Wichita Land Co.

Address: 2500 Claiborn Circle, Wichita, Kansas 67226 Phone: 686-7451

Name of Subdivider: Van Doren-Hazard-Stallings

Address: 260 N. Rock Rd., Suite 250, Wichita, Kansas 67206 Phone: 686-7303

Name of Agent/Surveyor: Van Doren-Hazard-Stallings

Address: _____ Phone: _____

Date of Application: June 23, 1975

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 78.4 Acres
2. Number of Lots: 159
 - Residential _____
 - Commercial _____
 - Industrial _____
 - Other _____
3. Minimum Lot Frontage 45 ** 60 ft.
4. Minimum Lot Area 6,000 sq. ft.
5. Existing Zoning "AA" & "LC"
6. Proposed Zoning "AA"
7. Lineal Feet of New Streets:
 - a. 60 Ft. R/W 6,110 ft.
 - b. 64 Ft. R/W 180 ft.
 - c. 70 Ft. R/W 2,320 ft.
 - d. 100 Ft. R/W 210 ft.
 - e. _____ R/W _____ ft.
 - TOTAL 8,820 ft.
8. Sidewalk adjacent to all streets? yes No no
9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers Yes (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) _____ (Yes-No)
12. City of Wichita Three-Mile Area

** 60 Ft. at Bldg. Setback

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

Owner's Signature: [Signature]
Wichita Land Co. by Howard R. West-Vice Pres. & Gen. Manager

Wichita-Sedgwick County Metropolitan Area
Planning Commission, Room 402, City Building
Annex, 104 South Main Street, Wichita, Kansas

Received by [Signature]
Date 6/23/75
Fee Submitted \$524.00

T9-301B
(2-71)

\$524

Form 021

PAYMENT NOTICE
City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

Bldg & Elev.	Elec.	Elev. Insp.	Exam. Fees
Hsc. Mvr.	Hsc. Moving	Licse.	Merch
Oil Well	Pav. Cuts	Plan.	Plbg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer		

DESCRIPTION	AMOUNT
<i>Business Appraisal</i>	

Name _____

Address _____

Type _____ Due Date _____

Comments: _____

Date *1-23-75* By *Carl Party*