

(SKETCH)

PLAT NO. S/D 76-9 MAP NO. 5352

NAME SHERWOOD GLENN ^{FOURTH} ~~THIRD~~ ADDITION

LOCATION: Northwest corner of Seneca and 37th Street
North.

ENGINEER Oblinger-Smith Corporation (Gary Wiley)

OWNER Pleasant Valley Associates

APPLICATION FILED 2-3-76

SKETCH PLAT FILED 2-3-76

PRELIMINARY FILED 3-3-76

S/D ACTION 3-25-76 approved

FINAL FILED 4-23-76

S/D ACTION 5-6-76 approved

MAPC ACTION 5-13-76 approved

BCC ACTION 7-13-76 Deferred 2 weeks.

RECORDED 7-27-76 approved

REMARKS August 24, 1976

S/D
M.A.P.C.
B.C.C.
Bec

Approved
Approved

~~B.C.C.~~ Defense notes 7-13-76

7-27-76

S/D 76-9 - SHERWOOD GLEN, ^{FOURTH} ~~THIRD~~
ADDITION - generally located on
the northwest corner of Seneca at
and 37th Street North - by
Oblinger-Smith Corp. (Gary Wiley)

Map No. 5352
 Sec. No. 30
 Twp. No. 26S
 Range 1E

Subdivision Report and Progress

S/D No.: 76-9

Name: SHERWOOD GLEN ^{FOURTH} ~~THIRD~~ ADDITION

General Location: Northwest corner of Seneca and 37th Street North

Owner: Pleasant Valley Associates
 Address: 817 Century Plaza Building, 67202 Phone: 265-6616
 Subdivider: Banner Development Company, Inc. (Bob Foster)
 Address: P.O. Box 1362 Wichita, Kansas 67201 Phone: 265-6616
 Engineer/Surveyor: Oblinger-Smith Corporation (Gary Wiley) & K.O. Taylor
 Address: 625 First National Bank Building Phone: 262-0451

Application Received 2-3-76
 Conf. with Applicant 2-3-76
 Sketch Plat Received 2-3-76
 Present Zoning "AA"
 Proposed Zoning "AA" & "A"
 Letter of Intent 2-25-76

FINAL PLAT RECEIVED 4-23-76
 S/D Comm. Action 5-6-76 approved
 Dept. Report on Final 5-7-76
 M.A.P.C. ACTION 5-13-76 Approved
 Dept. Report on Final 5-14-76
 Letter on Irons Received N/A
 Title/Taxes Rec'd & Reviewed 5-21-76
 Final Review 7-4-76
 Referral to B.C.C. 7-9-76

PREL. PLAT RECEIVED 3-3-76
 S/D Comm. Action 3-25-76 approved

Dept. Report on Prel. 3-26-76

B.C.C. ACTION 7-13-76 referred back.
Bcc-7-27-76 approved
 Recorded August 24, 1976

TRACING PROGRESS:
 Received 6-14-76
 Released _____
 Received _____
 Released _____

Comments:

2-9-76 Sketch plat to Mrs. Mitchell Maintenance-Flood Control
Dean Sellers Engineering
Bill McKinley Traffic Engineering
Tom Allen Public

Comments requested by 2-17-76
See memo from Tom Allen
2-19 Dean Sellers warns that a sanitary sewer pumping
station may be needed
2-24 Mrs. Mitchell notes that ponding elevation in the area
is about 1300 feet and therefore several lots will
need filling in.
2-28 Bill McKinley wants access control on 37th (see NOTE on
sketch plat)

sidewalk and make up 7-21-76

Seward
 No. 2153C
 EASTMAN, INC. - LOS ANGELES
 LOGAN ON - MARIETTA, TX. U. S. A.

T9-302 (2



REGISTER OF DEEDS

SEDGWICK COUNTY, KANSAS

Sherwood Glen 4th ADDITION was
 filed for record on August 24, 1976

James J. McCall
 Register Of Deeds

FORM 227

PAYMENT NOTICE
City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

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

DESCRIPTION	AMOUNT
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Name

Address

Type	Due Date
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Comments:

Date	By
------	----

THE CITY OF WICHITA

OFFICE OF Industrial Development

DATE November 27, 1978

Conf
Sale

Office of The City Manager	
<input type="checkbox"/> EM	<input type="checkbox"/> MP
<input type="checkbox"/> 1978	<input type="checkbox"/> MS
<input type="checkbox"/> 1978	<input type="checkbox"/> SH
NOV 27 1978	
<input type="checkbox"/> Copies To _____	
<input type="checkbox"/> Send To _____	
<input type="checkbox"/> File _____	

TO E. H. Denton, City Manager

FROM Donald M. Wood, Industrial Development Officer

SUBJECT Request for Initiation of
Public Improvements -
Sherwood Glen - 4th Addition

Mr. Ralph Wulz and Mr. Grover McKee have been working with various city departments related to the development policy for public improvements. As of Wednesday, November 22, 1978, all requirements have been satisfied under AR-31 Revised, to initiate public improvements on a development project entitled Sherwood Glen, 4th Addition.

Mr. Wulz and Mr. McKee have supplied this office with the following:

1. Copies of bonified purchase contracts for thirty-three (33) lots representing 35.86 percent of the addition on "by lot" basis and 35.36 percent on a square footage basis.
2. Assignments of those sales agreements to the City of Wichita, Kansas.
3. A check payable to the City of Wichita in the amount of \$16,500.00 which represents 10% of the purchase price of the assigned sales agreements on 35.5 percent of the benefitted properties.

The Department of Economic Development staff has reviewed the aforementioned documents and have verified all of the percentages as accurate calculations.

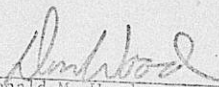
These submissions provide "reasonable assurances" that the City's credit will not be adversely affected by the installation and financing of water, paving, sewer, and sanitary sewer to this project as set out in AR-31 Revised.

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

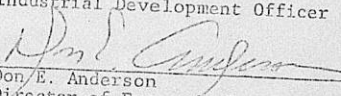


E. H. Denton
Sherwood Glen
Page 2

It is requested that public improvements as itemized on the attachment be immediately implemented.


Donald M. Wood
Industrial Development Officer

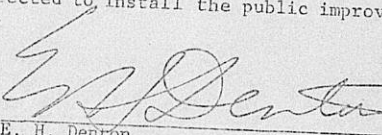
Approved:


Don E. Anderson
Director of Economic Development

DMW/k

cc: Ray Bruggeman, Director of Public Works
Robert Lakin, Director of Planning
John Wynkoop, Director of Water & Pollution Control
Dick Linn, City Engineer
Don Gisick, City Clerk (Original)
Ralph Klose, City Treasurer (with check)

The Director of Public Works and the Director of Water and Water Pollution Control are hereby directed to install the public improvements itemized for this project.


E. H. Denton
City Manager

11-30-78
Date

LISTING OF SALES AGREEMENTS
in Sherrwood Glen Court Addition Subdivision

- a. Lots 1, 3, 5, 7 & 9, Block 6; lots 2, 4, 21 & 23, Block 3; and lots 1, 3 & 19, Block 4
b. Purchaser W. L. Stauffer
Address _____
Telephone _____
c. Contract Sales Price \$5,000 per lot average - \$60,000 total
d. Down Payment Assigned \$6,000
- a. Lots 2, 16 & 13, Block 6; lot 1, Block 3, and lots 2 & 18, Block 4
b. Purchaser Robert Murray
Address _____
Telephone _____
c. Contract Sales Price \$5,000 per lot average - \$30,000 total
d. Down Payment Assigned \$3,000
- a. Lot 12, Block 6; lots 3 & 24, Block 3; and lots 4 & 20, Block 4
b. Purchaser Pete Construction Company, Inc.
Address _____
Telephone _____
c. Contract Sales Price \$5,000 per lot average - \$20,000 total
d. Down Payment Assigned \$3,000
- a. Lots 6 and 11, Block 6; lots 5 and 20, Block 3; and lots 5 and 16, Block 4
b. Purchaser Clint O'Dell Construction Company
Address _____
Telephone _____
c. Contract Sales Price \$5,000 per lot average - \$30,000 total
d. Down Payment Assigned \$3,000
- a. Lot 8, Block 6; lot 22, Block 3, and lot 17, Block 4
b. Purchaser Chip Suter Construction Co.
Address _____
Telephone _____
c. Contract Sales Price \$5,000 per lot average - \$15,000 total
d. Down Payment Assigned \$1,500
- a. Lot _____
b. Purchaser _____
Address _____
Telephone _____
c. Contract Sales Price _____
d. Down Payment Assigned _____

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that INN-SHER DEVELOPMENT COMPANY the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) a portion of lot (5) 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 sixteen thousand five hundred and no dollars (\$16500.00), 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-five and 3/4 percent (35.36%) of the properties to be benefitted by the following public improvements:

All streets, incidental drainage, sanitary sewers and water lines to serve all lots in Sherwood Urban Fourth Addition in the City of Wichita, Kansas pursuant to the following petitions:

(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.

INN-SHER DEVELOPMENT CO.
[Signature]

STATE OF KANSAS)SS
SEDGWICK COUNTY)

Sworn to and subscribed before me this 22 day of November, 1978.

[Signature]
Notary Public

My Commission Expires October 29, 1982

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

EXHIBIT A

BLOCK	LOT	
1	1 and N $\frac{1}{2}$ of 2	7,500
	3 and S $\frac{1}{2}$ of 2	7,500
	4 and N $\frac{1}{2}$ of 5	7,500
	6 and S $\frac{1}{2}$ of 5	7,500
	7, 8, and 9	8,000
	10 and W $\frac{1}{2}$ of 11	12,000
	12 and E $\frac{1}{2}$ of 11	12,000
2	1, 7, 8, and 15	5,100
	2 thru 6	4,850
	9 thru 14	4,700
3	1 thru 10	5,000
	11 and 12	6,500
	13	5,250
	14 thru 24	5,000
4	1	5,100
	2 thru 10	4,900
	11 and 12	5,250
	13 thru 19	5,000
	20	4,800
6	1	5,250
	2 thru 7	5,100
	8 thru 13	5,000

POOL AGREEMENT

W. L. Stauffer, Pate Construction Company, Incorporated, Robert E. Muzzy, O'Dell Construction Company, ^{INC.} and Chip Suter, Inc., do hereby agree to "pool" the lots purchased in the attached Real Estate Purchase Contract, which are a part of the lots referenced in Exhibit "A", a part of said contract.

It is understood that the specific lots purchased under said contract shall be determined upon payment of the balance of the purchase price set forth in Exhibit "A". It is further understood that the lots listed in Exhibit "A" may be selected by the signators hereto by tendering the balance of the purchase price to the seller, Inn-Sher Development Company, at the office of Innovare Development Corporation, 2224 Columbine, Wichita, Kansas 67204, along with a signed writing indicating the lot or lots selected.

In witness whereof, we have affirmed our signatures.

11-21-78
Date

W. L. Stauffer
W. L. STAUFFER

11/21/78
Date

W. L. Stauffer
PATE CONSTRUCTION COMPANY, INCORPORATED

11/22/78
Date

Robert E. Muzzy
ROBERT E. MUZZY

11-21-78
Date

Clinton E. O'Dell
O'DELL CONSTRUCTION COMPANY INC.

11-21-78
Date

Chip Suter
CHIP SUTER, INC.

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 21st day of November, 1978 by and between Inn-Sher Development Company, Inc. and O'Dell Construction Company Inc.

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: 10 (ten) of the 84 (eighty-four) lots in Sherwood Glenn Fourth Addition as described and at the prices shown on Exhibit A, attached hereto.

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 prices for such lots as shown on Exhibit A, attached hereto. \$500 per lot as earnest money as described in paragraph 5 hereof, with the balance to be paid in cash at closing.

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, restrictions of record and all special assessments which may be levied by the City of Wichita. The Title Evidence shall be sent to 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 Seller the sum of \$5,000.00 (\$500 per lot) 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 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 six months after streets, sewers and utilities are installed, and that Buyer is to commence construction upon such lots upon closing.

9. Possession to be given to Buyer upon closing.

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 50% by seller and 50% by buyer.

11. It is understood that the Seller may pledge and/or assign this contract and earnest money to fulfill deposit or guarantee requirements by the City of Wichita or public utilities for streets, sewers, water lines, gas and/or

WITNESS OUR HANDS AND SEALS the day and year first above written. electric service.

Clinton E. O'Dell Buyer
for Inn-Sher Development Company Seller

12. It is further understood that no dwelling is to be constructed on such lots of less than 1100 square feet in living space and that each dwelling shall have a double car garage.

13. It is understood that a lot or lots may be "claimed" by Buyer in accordance with the "Pool Agreement" attached hereto as Exhibit B on a first-come, first served basis by the specific act of tendering the balance of the purchase price of such lot or lots to Seller at the offices of Innovare Development Corporation, 2224 Columbine, Wichita, Kansas 67204

Real Estate Contract

TO

Dated

Land



Security

ABSTRACT AND TITLE COMPANY
WICHITA, KANSAS 67202

ABSTRACTS
TITLE INSURANCE
REAL ESTATE CLOSINGS

**ROGER N. BELL
JOHN M. BELL
KENNETH P. BROWN**

434 NORTH MAIN
Phone 267-8371

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this _____ day of _____, 19____
by and between Inn-Sher Development Company
party of the First Part, hereinafter referred to as "Seller," whether one or more, and Pate Construction
Company, Incorporated
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:

10 (ten) of the 84 (eighty-four) lots in Sherwood Glenn Fourth Addition
as described and at the prices shown on Exhibit A, attached hereto.

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 ~~total~~ gross prices for such lots as shown on Exhibit A, Dollars
attached hereto

in manner following, to-wit:
\$500 per lot as earnest money as described in paragraph 5 hereof, with the
balance to be paid in cash at closing.

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, restrictions of record and all special
assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to _____
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 Seller
the sum of \$5,000.00 (\$500 per lot) 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 closing. Taxes shall be prorated 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 six months after streets, sewers and utilities
are installed, and that Buyer is to commence construction upon such lots upon closing.

9. Possession to be given to Buyer ~~on closing~~ upon closing

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 50% by seller and 50% by buyer.

11. It is understood that the Seller may pledge and/or assign this contract and
earnest money to fulfill deposit or guarantee requirements by the City of
Wichita or public utilities for streets, sewers, water lines, gas and/or
WITNESS OUR HANDS AND SEALS the day and year first above written. (Over)

Pate Const. Co. Inc.
Buyer

Sherwood Glenn
Seller
for Inn-Sher Development Company

electric service.

12. It is further understood that no dwelling is to be constructed on such lots of less than 1100 square feet in living space and that each dwelling shall have a double car garage.

13. It is understood that a lot or lots may be "claimed" by Buyer in accordance with the "Pool Agreement" attached hereto as Exhibit B on a first-come first-served basis by the specific act of tendering the balance of the purchase price of such lot or lots to Seller at the offices of Innovare Development Corporation, 2224 Columbine, Wichita, Kansas 67204.

Real Estate Contract

TO

Dated

Land



ABSTRACTS
TITLE INSURANCE
REAL ESTATE CLOSINGS
434 NORTH MAIN
Phone 267-8371

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

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made, and entered into this _____ day of _____, 19____ by and between Inn-Sher Development Company party of the First Part, hereinafter referred to as "Seller," whether one or more, and Chip Suter, 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 Sedgwick County, Kansas, to-wit: 5 (five) of the 84 (eight-four) lots in Sherwood Glenn Fourth Addition as described and at the prices shown on Exhibit A, attached hereto.

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 ~~xxxxx~~ prices for such lots as shown on Exhibit A, attached hereto in manner following, to-wit: \$500 per lot as earnest money as described in paragraph 5 hereof, with the balance to be paid in cash at closing.

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, restrictions of record and all special assessments which may be levied by the City of Wichita. The Title Evidence shall be sent to _____ 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 Seller the sum of \$2,500.00 (\$500 per lot) 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 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 six months after streets, sewers and utilities are installed, and that Buyer is to commence construction upon such lots upon closing.

9. Possession to be given to Buyer ~~xxxxxxx~~ upon closing.

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 50% by seller and 50% by buyer.

11. It is understood that the Seller may pledge and/or assign this contract and earnest money to fulfill deposit or guarantee requirements by the City of

Wichita or public utilities for streets, sewers, water lines, gas and/or electric service. (Over)

Chip Suter, Inc. Buyer

[Signature] Seller for Inn-Sher Development Company

(May be continued on reverse side)

12. It is further understood that no dwelling is to be constructed on such lots of less than 1100 square feet in living space and that each dwelling shall have a double car garage.

13. It is understood that a lot or lots may be "claimed" by Buyer in accordance with the "Pool Agreement" attached hereto as Exhibit B on a first-come, first served basis by the specific act of tendering the balance of the purchase price of such lot or lots to Seller at the offices of Innovare Development Corporation, 2224 Columbine, Wichita, Kansas 67204

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 P. BROWN

424 NORTH MAIN
Phone 297-8371

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this _____ day of _____, 19____ by and between Inn-Sher Development Company party of the First Part, hereinafter referred to as "Seller," whether one or more, and W. L. Stauffer

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:

20 (twenty) of the 84 (eighty-four) lots in Sherwood Glenn Fourth Addition as described and at the prices shown on Exhibit A, attached hereto.

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 ~~exact~~ prices for such lots as shown on Exhibit A attached hereto Dollars

in manner following, to-wit: \$500 per lot as earnest money as described in paragraph 5 hereof, with the balance to be paid in cash at closing.

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, restrictions of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to _____ 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 Seller the sum of \$10,000.00 (\$500 per lot) 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 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 six months after streets, sewers and utilities are installed, and that Buyer is to commence construction upon such lots upon closing.

9. Possession to be given to Buyer ~~on closing~~ upon closing

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 50% by seller and 50% by buyer.

11. It is understood that the Seller may pledge and/or assign this contract and earnest money to fulfill deposit or guarantee requirements by the City of Wichita or public utilities for streets, sewers, water lines, gas and/or

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

W. L. Stauffer

Buyer

[Signature]

Seller

for Inn-Sher Development Company

electric service.

12. It is further understood that no dwelling is to be constructed on such lots of less than 1100 square feet in living space and that each dwelling shall have a double car garage.
13. It is understood that a lot or lots may be "claimed" by Buyer in accordance with the "Pool Agreement" attached hereto as Exhibit B on a first-come, first-served basis by the specific act of tendering the balance of the purchase price of such lot or lots to Seller at the offices of Innovare Development Corporation, 2224 Columbine, Wichita, Kansas 67204.

Real Estate Contract

TO

Dated

Land



Security
ABSTRACT AND TITLE COMPANY
WICHITA, KANSAS 67203

ABSTRACTS
TITLE CURBANCE
REAL ESTATE CLOSINGS

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

634 NORTH MAIN
Phone 267-8271

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this _____ day of _____, 19____ by and between Inn-Sher Development Company party of the First Part, hereinafter referred to as "Seller," whether one or more, and Robert E. Muzzy 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: 10 (ten) of the 84 (eighty-four) lots in Sherwood Glenn Fourth Addition as described and at the prices shown on Exhibit A, attached hereto.

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 ~~xxx~~ prices for such lots as shown on Exhibit A attached hereto Dollars in manner following, to-wit: \$500 per lot as earnest money as described in paragraph 5 hereof, with the balance to be paid in cash at closing.

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, restrictions of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to _____ 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 Seller the sum of \$5,000.00 (\$500 per lot) 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 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 six months after streets, sewers and utilities are installed, and that Buyer is to commence construction upon such lots upon closing.

9. Possession to be given to Buyer ~~upon closing~~ upon closing

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 50% by seller and 50% by buyer.

11. It is understood that the Seller may pledge and/or assign this contract and earnest money to fulfill deposit or guarantee requirements by the City of Wichita or public utilities for streets, sewers, water lines, gas and/or

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

Robert E. Muzzy

Buyer

[Signature] (Over)

Seller

for Inn-Sher Development Company

electric service.

12. It is further understood that no dwelling is to be constructed on such lots of less than 1100 square feet in living space and that each dwelling shall have a double car garage.

13. It is understood that a lot or lots may be "claimed" by Buyer in accordance with the "Pool Agreement" attached hereto as Exhibit B on a first-come, first served basis by the specific act of tendering the balance of the purchase price of such lot or lots to Seller at the offices of Innovare Development Corporation, 2224 Columbine, Wichita, Kansas 67204.

Real Estate Contract

TO

Dated

Land



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

ABSTRACTS
TITLE INSURANCE
REAL ESTATE CLOSINGS

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

624 NORTH MAIN
Phone 267-8271

POOL AGREEMENT

W. L. Stauffer, Pate Construction Company, Incorporated, Robert E. Muzzy, O'Dell Construction Company, ^{Inc.} and Chip Suter, Inc., do hereby agree to "pool" the lots purchased in the attached Real Estate Purchase Contract, which are a part of the lots referenced in Exhibit "A", a part of said contract.

It is understood that the specific lots purchased under said contract shall be determined upon payment of the balance of the purchase price set forth in Exhibit "A". It is further understood that the lots listed in Exhibit "A" may be selected by the signators hereto by tendering the balance of the purchase price to the seller, Inn-Sher Development Company, at the office of Innovare Development Corporation, 2224 Columbine, Wichita, Kansas 67204, along with a signed writing indicating the lot or lots selected.

In witness whereof, we have affirmed our signatures.

11-21-78
Date

11/21/78
Date

11/22/78
Date

11-21-78
Date

11-21-78
Date

W. L. Stauffer
W. L. STAUFFER

Committee
PATE CONSTRUCTION COMPANY, INCORPORATED

Robert E. Muzzy
ROBERT E. MUZZY

Winton E. O'Dell
O'DELL CONSTRUCTION COMPANY Inc.

Lawrence Suter
CHIP SUTER, INC.

CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS:
STATE OF KANSAS)

I, Robert C. Foster, President of Banner Development Company, Inc. General Partner of Pleasant Valley Associates, owner and platlor of Sherwood Glen Fourth 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. Petition Sanitary Sewer Lateral--all lots in Blocks 4 and 5, Sherwood Glen Fourth Addition.
2. Petition Sanitary Sewer Pumping Station--all lots in Blocks 1, 2, 3, 4, 5, and 6; plus unplatted tract in the east half of the Southeast Quarter Section 30, Township 26 South, Range 1 East of the 6th P.M.; plus the unplatted tract in the Southeast Quarter Section 30, Township 26 South, Range 1 East, Sherwood Glen Fourth.
3. Petition Sanitary Sewer Lateral--Lots 1 - 12 Block 1, Lots 1 - 15 Block 2, Lots 1 - 24 Block 3, and Lots 1 - 13 Block 6, Sherwood Glen Fourth Addition.
4. Asphaltic Concrete Paving Petition--Lots 13 - 24 Block 3, Lots 1 - 20 Block 4, Lots 1 - 8 Block 5, Lots 9 - 13 Block 6, Sherwood Glen Fourth Addition.
5. Asphaltic Concrete Paving Petition--easterly nineteen and five tenths feet Lot 3 and all Lots 4, 5, 6 Block 7 in Sherwood Glen Second Addition. Lots 1 - 8 Block 6 in Sherwood Glen Fourth Addition.
6. Asphaltic Concrete Paving Petition--Lots 1 - 12 Block 1, Lots 1 - 15 Block 2, Lots 1 - 12 Block 3, and Lots 1 - 8 Block 6 in Sherwood Glen Fourth Addition.
7. Sidewalk Petition--four feet wide on each side of Sullivan from NL 37th Street N. to SL Friar Lane in Sherwood Glen Fourth Addition.
8. Sidewalk Petition--four feet wide on each side of Litchfield from WL Sullivan to SL Friar Lane Sherwood Glen Fourth Addition.
9. Sidewalk Petition--four feet wide on the north side of 37th Street N. from WL Sherwood Glen Fourth Addition to Seneca.
10. Sidewalk Petition--four feet wide on each side of Somerset from 37th Street N. to Friar Lane, Sherwood Glen Fourth Addition.
11. Sidewalk Petition--four feet wide on the east side of Porter from Friar Lane to NL Lot 1 Block 6, Sherwood Glen Fourth Addition.
12. Sidewalk Petition--four feet wide on each side of Garland from Friar Lane to NL Sherwood Glen Fourth Addition.
13. Sidewalk Petition--four feet wide on each side of Friar Lane from WL Sherwood Glen Fourth Addition to EL Lot 1 Block 3, Sherwood Glen Fourth Addition.
14. Sidewalk Petition--four feet wide on each side of Friar Lane and Garland from EL Lot 1 Block 3 Sherwood Glen Fourth Addition to 37th Street North.
15. Special Benefit Water Works Improvements for B. D. 415-76; GETW 680501.
16. Special Benefit Waterworks Improvement for B. D. 416-76; GETW 680901.

As a result of the above-mentioned petitions for improvements, lots within Sherwood Glen Fourth Addition may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 14th day of June, 1976.

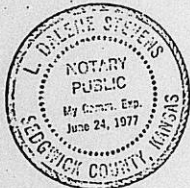
BANNER DEVELOPMENT COMPANY, INC.
GENERAL PARTNER OF
PLEASANT VALLEY ASSOCIATES

BY: Robert C. Foster
Robert C. Foster, President

CITY OF WICHITA)
SEDGWICK COUNTY) SS:
STATE OF KANSAS)

Be it remembered that on this the 14th day of June, 1976, before me a notary public in and for said County and State, came Robert C. Foster, 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.



L. Dalene Stevens
L. Dalene Stevens, Notary Public

My Commission Expires: June 24, 1977

October 26, 1978

Mr. Barney Truesdell
Kansas Gas & Electric
P. O. Box 208
Wichita, Kansas 67201

Re: Sherwood Glen Fourth Addition

Dear Mr. Truesdell:

I have talked to Mr. Wulz concerning the application of the underground wiring provisions of the Subdivision Regulations. It is our opinion that this particular plat qualifies for Paragraph 8-103(H)(3) where those proposed subdivisions or replats of existing subdivisions located in developed areas which presently have an overhead type of distribution system are exempted. Based on the overhead distribution system in Sherwood Glen Third and others in that area, it is my interpretation that this plat should be exempted from underground wiring.

Sincerely,

RAL
Robert A. Lakin
Director of Planning

RAL:rme

cc: Ralph Wulz, Innovare Development Corp.
2224 Columbine, 67204

Stevy

LAW OFFICES OF
MORRIS, LAING, EVANS, BROCK & KENNEDY

VERNE M. LAING
FERD E. EVANS, JR.
RALPH R. BROCK
JOSEPH W. KENNEDY
ROBERT I. QUENTHNER
DAVID C. ADAMS
KEN H. PETERSON
RICHARD D. GREENE
DAVID P. TROUP

CHARTERED
SUITE 430
200 WEST DOUGLAS
WICHITA, KANSAS 67202
(316) 262-2671

LESTER L. MORRIS
1901-1966
OLIVER A. WITTMERMAN
OF COUNSEL

September 23, 1976

Mr. Jack H. Galbraith
Chief Planner
Metropolitan Area Planning Commission
City Building
455 North Main Street
Wichita, Kansas 67202

Re: S/D 76-9 - Final Plat of
SHERWOOD GLEN FOURTH
ADDITION

Dear Mr. Galbraith:

Please be advised that the fee title to the property included within the above referenced plat is vested in Pleasant Valley Associates, a limited partnership. All taxes due and payable for 1975 and prior years have been paid in full.

Very truly yours,

David C. Adams

David C. Adams
For the Firm

DCA:mi

cc: Mr. Bob Foster



August 24, 1976

Donald C. Gisick, City Clerk

Curtis L. Newby, Junior Planner

S/D 76-9 - Sherwood Glen Fourth Addition,
Restrictive Covenants.

Attached herewith is a "Declaration of Covenants and Restrictions" which is associated with the above referred to plat. The plat was approved by the Board of City Commissioners on July 27, 1976. The attached instrument should be recorded with the Register of Deeds and the recording costs should be billed to the plat applicants, Pleasant Valley Associates, 817 Century Plaza Building, Wichita, Kansas 67202.

It is our understanding that no action is required by the governing body on this matter. If you have any questions concerning this matter, please call.

Curtis L. Newby
Junior Planner

CLN:el
Attachment

cc: David C. Adams, Attorney at Law
200 W. Douglas, Wichita 67202

THE CITY OF WICHITA

OFFICE OF DEPARTMENT OF LAW DATE August 19, 1976



TO Robert A. Lakin, Director of Planning

FROM Eugene L. Pirtle, First Assistant City Attorney

SUBJECT Plat of Sherwood Glen Fourth Addition

We have examined the Plat of Sherwood Glen Fourth Addition, request of the attorneys for the owner, David C. Adams, dated June 24, 1976, the proposed Declaration of Covenants and Restrictions, a letter of Security Abstract Company dated July 18, 1976 and have conferred with the landowner's attorney relative to the owner's attempt to obtain a release of a blanket oil and gas lease covering the proposed platted area.

From an examination of these documents, and based upon the assurances of the landowner that the oil and gas right-of-way owner will ultimately furnish a release, we are of the opinion that the captioned plat may be approved, subject to the recording of the instrument described as the Declaration of Covenants and Restrictions attached hereto. By providing a copy of this instrument to Central Inspection, and with the consent of the landowner, building permits will not be issued on Lots 1 through 9, Block 6, Sherwood Glen Fourth Addition, until the Phillips Petroleum Company blanket easement has been released and a substitute easement covering an area no greater than 160 feet is recorded as described in Mr. Adams' letter.

We are forwarding herewith the original covenant which is approved as to form. Mr. Adams will obtain the proper execution of the covenant for recording.

Eugene L. Pirtle
Eugene L. Pirtle
First Assistant City Attorney

ELP:cg
Attachments

cc: David C. Adams
Attorney at Law



DECLARATION OF COVENANTS AND RESTRICTIONS

Pleasant Valley Associates, a Kansas Limited Partnership, hereinafter referred to as "Declarant" is the owner of the following described real estate situate in the County of Sedgwick, State of Kansas, to wit:

"The SE 1/4 of the SE 1/4 of Section 30, T26S, R1E of the 6th P.M., Sedgwick County, Kansas except the right of way of the Wichita-Valley Center Flood Control project as condemned in Case A-39338 and except the right of way for Interstate Highway as condemned in Case A-72140 and except beginning at the NW corner of said SE 1/4 of said SE 1/4; thence east on the north line of said SE 1/4 of said SE 1/4, 475.39 feet; thence southwesterly, 513.66 feet to a point on the west line of said SE 1/4 of said SE 1/4, 193.18 feet south of said NW corner; thence north 193.18 feet to the point of beginning."

hereinafter referred to as "Subject Property."

Declarant is seeking to plat subject property to be known as Sherwood Glen Fourth Addition; incident to such platting request Declarant has offered and agreed to restrict the erection of improvements upon specific properties; therefore,

DECLARANT DOES HEREBY DECLARE AND COVENANT that no permanent improvements will be placed or erected upon lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 6 Sherwood Glen Fourth Addition until such time as Phillips Pipe Line Company has partially released of record that certain Right of Way Contract recorded in Book 98 of Miscellaneous at page 201 dated July 17, 1930, retaining unto itself (or obtaining by separate instrument) a right of way not to exceed one hundred seventy five (175) feet in width, at which time these Covenants shall automatically terminate.

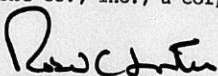
Unless automatically terminated as above set forth these covenants shall remain in effect for a period of fifty (50) years and may not be revoked, amended or terminated without the express consent of the governing body of the City of Wichita.

The foregoing covenants and restrictions shall be covenants running with the land and shall be binding upon all persons owning property affected the these covenants and restrictions or persons claiming under them.

In the event the owners of property subject to these covenants and restrictions or their heirs or assigns shall violate any of the covenants heretofore set forth it shall be lawful for the City of Wichita to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, and either to prevent him from doing so or to recover damages for such violation, or both.

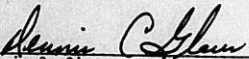
In witness whereof Pleasant Valley Associates has caused this instrument to be executed by its general partner, this 23rd day of August, 1976.

Pleasant Valley Associates, a Kansas Limited Partnership by Banner Development Co., Inc., a Corporation by



Robert C. Foster, President of Banner Development Co., Inc.

ATTEST:




Dennis C. Glaser
Assistant Secretary

Acknowledgement:

State of Kansas, County of Sedgwick

The foregoing Declaration of Covenants and Restrictions was acknowledged before me this 23rd day of August, 1976 by Robert C. Foster, President of Banner Development Co., Inc., a Kansas corporation, the general partner of Pleasant Valley Associates, a Kansas limited partnership.



Mary C. McClard
Notary Public

My Commission Expires: 7-16-78

WICHITA-SEDGWICK COUNTY

DATE

METROPOLITAN AREA PLANNING DEPARTMENT

July 14, 1976

TO Dick Linn, City Engineer
FROM Robert A. Lakin, Director of Planning
SUBJECT Notification Policy on Special Assessment Projects

This is to confirm our conversation concerning the notification on projects which submit special assessment petitions in support of plats, etc. This is in relation to the pumping station petition on Sherwood Glen Fourth Addition; however, the policy should apply to all future projects and notifications thereon. Even though a project may be 100% resident petitions under law, and so noted on the Capital Improvement outlay sheets, that sheet should carry a notification as to the percent of any other benefit district, i.e., non-resident owners, which will be included in a benefit district. It will be our responsibility, on seeing those types of capital improvement sheets, to make the appropriate notation on our City Commission referral sheets, that although the petition is 100% resident, there are "X" owners or "Y" percent of the benefit district not represented on the petition through residency requirements.

In addition to this type of notation on the Capital Improvement outlay forms, it should be the policy of the Department of Public Works to provide written notice to all participants in a benefit district, whether or not they are resident or non-resident owners.

If your understanding of our conversation is any different, please advise.

RAL
Robert A. Lakin
Director of Planning

RAL:ber

cc: E. H. Denton, City Manager
Ray Bruggeman, Director of Public Works
X Jack Galbraith, Chief Planner

COPY

WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING DEPARTMENT


DATE

July 14, 1976

TO Dick Linn, City Engineer
FROM Robert A. Lakin, Director of Planning
SUBJECT Sherwood Glen Fourth Addition

The City Commission, at its meeting of July 13, 1976, deferred for two weeks the plat of Sherwood Glen Fourth Addition. This is based on the fact that our referral sheet did not have on it the notation of the pumping station petition and the fact that the property owner (non-resident), had not been officially notified by the Department of Public Works. The two weeks deferral was given so that official and proper notices could be had on these projects. Inasmuch as we had a partial paving petition also on this subdivision, would you please give new notices on both the pumping station and the paving project?

COPY


Robert A. Lakin
Director of Planning

RAL:ber

cc: E. H. Denton, City Manager
X Jack Galbraith, Chief Planner

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 76-9 Name SHERWOOD GLEN FOURTH ADDITION
Application & Sketch Filed: 2-3-76
Preliminary Plat Filed: 2-3-76 Approved by S/D: 3-25-76
Final Plat Filed: 4-23-76 Approved by S/D: 5-6-76
Approved by Metropolitan Area Planning Commission: 5-13-76

DESCRIPTION

General Location: Northwest corner of 37th
Street North and Seneca

Surveyor or Engineer: Kenneth Taylor
Owner: Pleasant Valley Associates
Address: 817 Century Plaza Building 67202

1. Gross Acreage of Plat <u>30.02</u>	6. Access Control
2. Number of Lots:	St. 37th St. No. No. Openings 0
Residential _____	St. _____ No. Openings _____
Commercial <u>92</u>	St. _____ No. Openings _____
Industrial _____	7. Req'd Improvements
Other _____	St. Paving <u>X</u> Water <u>X</u>
Total Number of Lots: <u>92</u>	Sidewalk <u>X</u> Drainage _____
3. Minimum Lot Area: <u>0.16</u> Acres	Sewer <u>X</u> Other _____
4. Existing Zoning <u>"AA"</u>	
5. Special Problems Discussed <u>None</u>	

Valid petitions have been submitted guaranteeing the construction of a sanitary sewer lift station, extension of sanitary sewer to serve all lots, paving of Friar Lane, Litchfield, Sullivan, Somerset, Garland and Porter; and guaranteeing the construction of sidewalks adjacent to said streets. A temporary turnaround easement has been submitted for the north end of Garland. Satisfactory arrangements have been made with the Water Department to serve all lots with a public water supply. A certificate has been submitted certifying the petitions.

Planning Commission Recommendation:

That this plat be approved subject to recording of the plat within 30 days after approval by the Board of City Commissioners. Gragg moved, Kamen seconded and it carried unanimously. Goebel was absent.

NOTE: The City Engineer has sent a notice to affected non-resident property owners concerning the sewer lift station petition, and affected property owners on the 65.18 petition for paving of Porter Avenue have been re-notified.

ACTION: Approve the petitions and instruct the Director of Law to prepare the necessary resolutions, instruct the City Clerk to file the easement and 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 and authorize the Mayor to sign.

TEMPORARY EASEMENT
FOR TURN-AROUND ON A
DEAD-END STREET

We, the owners of the property platted as Sherwood Glen Fourth Addition, Wichita, Sedgwick County, Kansas, hereby grant a temporary turn-around easement to and for the use of Garland Street in said Addition for the purpose of providing sufficient area to turn vehicles around without backing.

The easement shall include all the area lying outside or beyond the platted right-of-way for Garland but lying within a circle having a radius of 50 feet, the center of which is on the center line of said street and 50 feet south of the north line of Sherwood Glen Fourth Addition.

The easement shall remain in effect until such time as the particular street is extended as a public street to the north of said Addition at which time this temporary easement shall become null and void.

Dated this 17th day of May, 1976

BANNER DEVELOPMENT COMPANY, INC.
General Partner of
PLEASANT VALLEY ASSOCIATES,
A Limited Partnership

By: Robert C. Foster
Robert C. Foster, President

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK

BE IT REMEMBERED that on this 17th day of May, 1976, before me a Notary Public in and for said County and State, personally appeared Robert C. Foster who is personally known to me to be the President of Banner Development Company, Inc., general partner of Pleasant Valley Associates, and the same person who executed the foregoing instrument and he duly acknowledged the execution of the same for and on behalf of Banner Development Company, Inc. as the act and deed of said Banner Development Company, Inc.



L. Darlene Stevens
L. Darlene Stevens, Notary Public

My Commission Expires: June 28, 1977

Curt



THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public Works Maint. DATE July 13, 1976

TO Jack Galbraith, Chief Planner, MAPD
FROM M. S. Mitchell

SUBJECT - Sherwood Glenn Fourth Addn.
SD 76-9

Reference is made to my request before the Subdivision Committee for a Site Grading Plan. Please be advised that Gary Wyley has submitted such a plan and that in conversation with the Engineering Division, it is aware that the street system will require extensive fill over and above the minimum elevation 131, or a storm sewer system will need to be provided.

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

MSM/glm

cc: G. H. Wilton
Dick Linn
Gary Wyley
Sherwood Glenn 4th Addn. Plat File



July 13, 1976

David C. Adams
Attorney at Law
Suite 430, 200 W. Douglas
Wichita, Kansas 67202

Re: S/D 76-9 - Sherwood Glen
Fourth Addition

Dear Mr. Adams:

On July 13, 1976, the City Commission considered the above referred to plat. The action of the Commission was to defer consideration of the plat for two weeks because a nonresident property owner had not received a notice of a petition for the sewer lift station being considered with the plat. The property owner's attorney, Mr. Earl Moore, appeared at the Commission indicating that his client, John P. DeVore, whose property was being included in the benefit district sewer lift station, had not received a notice of the hearing. Therefore, you should be advised that Mr. DeVore is being sent a notice of the hearing by the City Engineer's office and also by copy of this letter, the affected property owners involved in the paving petition for Porter Avenue, will be notified of the two week deferral. This case and also other petitions and related documents will be reconsidered by the City Commission at their meeting of July 27, 1976.

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

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:CLN:rme

cc: Earl C. Moore, Attorney, 243 North Hillside, 67214
Steven Bednar, Attorney, 1st National Bank Building, 67202
Banner Development Co., Inc., P. O. Box 1362, 67201
Kenneth O. Taylor, 1542 South St. Francis, 67211
Dick Linn, City Engineer

Do Not release
for recording until:

A. Lot grading plan has been
approved by Metch

B. Pipeline easement has
been released

C. Temporary Turn around
easement has been submitted
and recorded

3800 = Sherman 745 1/2 1/5
= Jennie 21.7 1/2 .17,500

W.S. = E.C. to pla 38 1/2 Carl Snow

Eu platted lot 1470

Referral sheet
~~Resolution~~ not correct
7 line ~~should~~
be null

from Dick Linn...

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number **76-9** Name **SHERWOOD GLEN FOURTH ADDITION**
 Application & Sketch Filed: **2-3-76**
 Preliminary Plat Filed: **3-3-76** Approved by S/D: **3-25-76**
 Final Plat Filed: **4-23-76** Approved by S/D: **5-6-76**
 Approved by Metropolitan Area Planning Commission: **5-13-76**

DESCRIPTION

General Location: **Northwest corner of 37th Street
North and Seneca**

Surveyor or Engineer: **Kenneth Taylor**
 Owner: **Pleasant Valley Associates**
 Address: **817 Century Plaza Building 67202**

1. Gross Acreage of Plat	<u>30.02</u>	6. Access Control	
2. Number of Lots:	<u>92</u>	St. <u>37th St.</u>	No. Openings <u>0</u>
Residential		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>92</u>	Sidewalk	<u>X</u> Drainage _____
3. Minimum Lot Area:	<u>0.16</u> Acres	Sewer	<u>X</u> Other _____
4. Existing Zoning	<u>"AA"</u>		
5. Special Problems Discussed	<u>None</u>		

Valid petitions have been submitted guaranteeing the paving of Friar Lane, Litchfield, Sullivan, Somerset, Garland and Porter, guaranteeing the construction of sidewalks adjacent to said streets and adjacent to 37th Street North; and guaranteeing the extension of sanitary sewer to serve subject property. Satisfactory arrangements have been made with the Water Department to serve all lots. A certificate has been submitted certifying the Planning Commission Recommendation: (petitions.)

That this plat be approved subject to recording of the plat within 30 days after approval by the Board of City Commissioners. Gragg moved, Kamen seconded and it carried unanimously. Goebel was absent.

NOTE: The paving petition for Porter Avenue is a 65.1% petition. Since the petition is less than 100%, appropriate notices have been sent to the affected property owners.

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 and authorize the Mayor to sign.

CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS:
STATE OF KANSAS)

I, Robert C. Foster, President of Banner Development Company, Inc. General Partner of Pleasant Valley Associates, owner and plator of Sherwood Glen Fourth 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. Petition Sanitary Sewer Lateral--all lots in Blocks 4 and 5, Sherwood Glen Fourth Addition.
2. Petition Sanitary Sewer Pumping Station--all lots in Blocks 1, 2, 3, 4, 5, and 6; plus unplatted tract in the east half of the Southeast Quarter Section 30, Township 26 South, Range 1 East of the 6th P.M.; plus the unplatted tract in the Southeast Quarter Section 30, Township 26 South, Range 1 East, Sherwood Glen Fourth.
3. Petition Sanitary Sewer Lateral--Lots 1 - 12 Block 1, Lots 1 - 15 Block 2, Lots 1 - 24 Block 3, and Lots 1 - 13 Block 6, Sherwood Glen Fourth Addition.
4. Asphaltic Concrete Paving Petition--Lots 13 - 24 Block 3, Lots 1 - 20 Block 4, Lots 1 - 8 Block 5, Lots 9 - 13 Block 6, Sherwood Glen Fourth Addition.
5. Asphaltic Concrete Paving Petition--easterly nineteen and five tenths feet Lot 3 and all Lots 4, 5, 6 Block 7 in Sherwood Glen Second Addition. Lots 1 - 8 Block 6 in Sherwood Glen Fourth Addition.
6. Asphaltic Concrete Paving Petition--Lots 1 - 12 Block 1, Lots 1 - 15 Block 2, Lots 1 - 12 Block 3, and Lots 1 - 8 Block 6 in Sherwood Glen Fourth Addition.
7. Sidewalk Petition--four feet wide on each side of Sullivan from NL 37th Street N. to SL Friar Lane in Sherwood Glen Fourth Addition.
8. Sidewalk Petition--four feet wide on each side of Litchfield from WL Sullivan to SL Friar Lane Sherwood Glen Fourth Addition.
9. Sidewalk Petition--four feet wide on the north side of 37th Street N. from WL Sherwood Glen Fourth Addition to Seneca.
10. Sidewalk Petition--four feet wide on each side of Somerset from 37th Street N. to Friar Lane, Sherwood Glen Fourth Addition.
11. Sidewalk Petition--four feet wide on the east side of Porter from Friar Lane to NL Lot 1 Block 6, Sherwood Glen Fourth Addition.
12. Sidewalk Petition--four feet wide on each side of Garland from Friar Lane to NL Sherwood Glen Fourth Addition.
13. Sidewalk Petition--four feet wide on each side of Friar Lane from WL Sherwood Glen Fourth Addition to EL Lot 1 Block 3, Sherwood Glen Fourth Addition.
14. Sidewalk Petition--four feet wide on each side of Friar Lane and Garland from EL Lot 1 Block 3 Sherwood Glen Fourth Addition to 37th Street North.
15. Special Benefit Water Works Improvements for B. D. 415-76; GETW 680901.
16. Special Benefit Waterworks Improvement for B. D. 416-76; GETW 680901.

As a result of the above-mentioned petitions for improvements, lots within Sherwood Glen Fourth Addition may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 14th day of June, 1976.

BANNER DEVELOPMENT COMPANY, INC.
GENERAL PARTNER OF
PLEASANT VALLEY ASSOCIATES

BY:

Robert C. Foster
Robert C. Foster, President

CITY OF WICHITA)
SEDGWICK COUNTY) SS:
STATE OF KANSAS)

Be it remembered that on this the 14th day of June, 1976, before me a notary public in and for said County and State, came Robert C. Foster, 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.



L. Dalene Stevens
L. Dalene Stevens, Notary Public

My Commission Expires: June 24, 1977

TEMPORARY EASEMENT
FOR TURN-AROUND ON A
DEAD-END STREET

We, the owners of the property platted as Sherwood Glen Fourth Addition, Wichita, Sedgwick County, Kansas, hereby grant a temporary turn-around easement to and for the use of Garland Street in said Addition for the purpose of providing sufficient area to turn vehicles around without backing.

The easement shall include all the area lying outside or beyond the platted right-of-way for Garland but lying within a circle having a radius of 50 feet, the center of which is on the center line of said street and 50 feet south of the north line of Sherwood Glen Fourth Addition.

The easement shall remain in effect until such time as the particular street is extended as a public street to the north of said Addition at which time this temporary easement shall become null and void.

Dated this 17th day of May, 1976

BANNER DEVELOPMENT COMPANY, INC.
General Partner of
PLEASANT VALLEY ASSOCIATES,
A Limited Partnership

By: Robert C. Foster
Robert C. Foster, President

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 17th day of May, 1976, before me a Notary Public in and for said County and State, personally appeared Robert C. Foster who is personally known to me to be the President of Banner Development Company, Inc., general partner of Pleasant Valley Associates, and the same person who executed the foregoing instrument and he duly acknowledged the execution of the same for and on behalf of Banner Development Company, Inc. as the act and deed of said Banner Development Company, Inc.



L. Dalene Stevens
L. Dalene Stevens, Notary Public

My Commission Expires: June 24, 1977

6-23-76

Dave Adams came into office to request forwarding of plat to B.C.C. for approval and recording even though a blanket ~~map~~ pipeline easement has not yet been reduced to the 150 acre to be shown on plat.

- I advised:
- 1) I could not release plat for recording even with B.C.C. approval of the plat until the pipeline easement had been ~~settled~~ resolved.
 - 2) Prior to sending the plat to the B.C.C. we need petitions back from Engineer & should have pipeline easement taken care of.

Adams said that it would take 3 months to get the pipeline easement resolved with the Phillips Petroleum Co. and that his client, Banner Development must begin building ~~fast~~ before then.

Adams was going to go see Dekker City Attorney to see if plat could be recorded before pipeline easement resolved.

6-16-76

Brewer in Eng. advises
that two petitions met
100%.

- 1) Sewer left station
- 2) Paving of Porter Ave.

He will let us know
when he is ready to
send notice ~~is~~ notify
C.P.D. group.

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE June 15, 1976

TO Jack H. Galbraith, Chief Planner
FROM Bill H. Otten, Chief Engineer-Water Engineering
SUBJECT Sherwood Glen Fourth Addition

The platators of Sherwood Glen Fourth 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
Chief Engineer-Water Engineering

BHO:ar

cc: John D. Wynkoop, Director of Water

LAW OFFICES OF
MORRIS, LAING, EVANS, BROCK & KENNEDY

CHARTERED

SUITE 430

200 WEST DOUGLAS

WICHITA, KANSAS 67202

(316) 262-2671

VERNE M. LAING
FERD E. EVANS, JR.
RALPH R. BROCK
JOSEPH W. KENNEDY
ROBERT I. GUENTHNER
DAVID C. ADAMS
KEN M. PETERSON
RICHARD D. GREENE
GORDON B. STULL

LESTER L. MORRIS
1901-1966
OLIVER A. WITTERMAN
OF COUNSEL

June 11, 1976

Mr. Jack H. Galbraith
Chief Planner
Metropolitan Area Planning Commission
City Building
455 North Main Street
Wichita, Kansas 67202

Re: S/D 76-9 - Final Plat of
SHERWOOD GLEN FOURTH
ADDITION

Dear Mr. Galbraith:

This letter will serve to supplement my letter of May 20, 1976. Banner Development Company, Inc. is the general partner of Pleasant Valley Associates, a Kansas Limited Partnership. By virtue of the limited partnership agreement, Banner Development Company, Inc. is authorized to plat the property which is included in the above referenced plat.

Additionally, the property included within the above referenced plat is subject to a mortgage in favor of Lois I. Southwell.

Very truly yours,



David C. Adams
For the Firm

DCA:mi

cc: Mr. Kenneth O. Taylor
Mr. Dennis Glaser



LAW OFFICES OF
MORRIS, LAING, EVANS, BROCK & KENNEDY

CHARTERED

SUITE 430

200 WEST DOUGLAS

WICHITA, KANSAS 67202

(316) 262-2671

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LESTER L. MORRIS
1901-1966
OLIVER A. WITTERMAN
OF COUNSEL

May 20, 1976

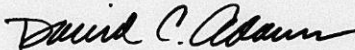
Mr. Jack H. Galbraith
Chief Planner
Metropolitan Area Planning Commission
City Building
455 North Main Street
Wichita, Kansas 67202

Re: S/D 76-9 - Final Plat of
SHERWOOD GLEN FOURTH
ADDITION

Dear Mr. Galbraith:

Please be advised that the fee title to the property included within the above referenced plat is vested in Pleasant Valley Associates, a limited partnership. All taxes due and payable for 1975 and prior years have been paid in full.

Very truly yours,



David C. Adams
For the Firm

DCA:mi

cc: Mr. Kenneth O. Taylor
Mr. Bob Foster



May 14, 1976

Mr. Kenneth O. Taylor
1542 South St. Francis
Wichita, Kansas 67211

Re: S/D 76-9 - Final Plat of
SHERWOOD GLEN FOURTH
ADDITION

Dear Mr. Taylor:

At the regular meeting of the Metropolitan Area Planning Commission on May 13, 1976, the above-captioned plat was considered. The action of the Commission was to recommend that the plat be approved as recommended by the Subdivision Committee, subject to the conditions stated in our letter of May 7, 1976.

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

1. Compliance with the requirements of the Metropolitan Area Planning 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 platlor.
4. Certification that all taxes due and payable for 1975 and prior years have been paid.

Please call if you have any questions.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: Pleasant Valley Associates, 817 Century Plaza Bldg. 67202
Banner Development Co., Inc., P. O. Box 1362 67201
Gary Wiley, c/o Oblinger-Smith Corp., 625 1st Nat'l Bank
Bldg. 67202
Dean Sellers, Assistant City Engineer

May 7, 1976

Kenneth O. Taylor
1542 South St. Francis
Wichita, Kansas 67211

Re: S/D 76-9 - Final plat of
SHERWOOD GLEN FOURTH
ADDITION.

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, May 6, 1976, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- JA* A. The street name for the street running north off of Friar Lane shall be labeled as "Garland" on the face of the plat.
- B. There is a dimensional error in the east line of the plat which needs to be corrected. The Maintenance-Flood Control office shall be contacted regarding this matter.
- JA* C. "Complete access control" shall be indicated adjacent to 37th Street on Reserve A.
- JA* D. A temporary turnaround shall be provided by separate instrument at the north end of the street mentioned in item A. above.
- E. A site grading plan which indicates that all lots are to be filled to at least 131 City Datum shall be submitted to M. S. Mitchell of Public Works Maintenance. A letter from Mitchell approving said plan shall be submitted to MAPD.
- JA* F. ^{petitioned} The applicant shall guarantee the paving of Friar Lane, Litchfield, Sullivan, Somerset, Garland, Porter, and the street running north off of Friar Lane.
- JA* G. ^{petitioned} The applicant shall guarantee installation of sidewalks along both sides of Friar Lane, Garland, Somerset, Sullivan, Litchfield and the street running north off of Friar Lane; along the north side of 37th Street; and along the east side of Porter.

S/D 76-9
May 7, 1976
Page 2

- retitled*
- H. The applicant shall guarantee the installation of sanitary sewer to serve all lots within the addition.
- see memo from A. Ho*
- ok* J. The applicant shall guarantee the installation of City water to serve all lots within the addition.
- ok* K. A 25-foot front yard setback shall be indicated on all lots and a 15-foot side yard setback on all corner lots.
- ok* 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 "marked" copy of the final plat is for your information and files.

This matter will be forwarded to the Planning Commission for its consideration on Thursday, May 13, 1976, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rne
Encl.

cc: Pleasant Valley Associates, 817 Century Plaza Bldg., 67202
Banner Development Co., Inc., P. O. Box 1362, 67201
Gary Wiley, c/o Oblinger-Smith Corp., 625 First National
Bank Bldg., 67202
Dean Sellers, Assistant City Engineer

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 76-9 Name SHERWOOD GLEN FOURTH ADDITION
Date Application Rec'd. 2-3-76 Preliminary Approval 3-25-76
Scheduled S/D Meeting 5-6-76

DESCRIPTION

General Location Northwest corner of Seneca and 37th Street North

Owner Pleasant Valley Associates
Surveyor/Engineer Kenneth O. Taylor
Address 1542 South St. Francis Phone 264-4072

- | | | | |
|---|---|--|------------------|
| 1. Gross Acreage of Plat | <u>30.02±</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>64</u> R/W <u>4,067</u> ft. | |
| Residential | <u>92</u> | b. <u> </u> R/W <u> </u> ft. | |
| Commercial | <u> </u> | c. <u> </u> R/W <u> </u> ft. | |
| Industrial | <u> </u> | d. <u> </u> R/W <u> </u> ft. | |
| Other | <u> </u> | e. <u> </u> R/W <u> </u> ft. | |
| Total Number of Lots | <u>92</u> | TOTAL | <u>4,067</u> ft. |
| 3. Minimum Lot Frontage | <u>60</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>7,200</u> sq. ft. | streets? <u>yes</u> <u>X</u> <u>no</u> | |
| 5. Existing Zoning | <u>AA</u> | | |
| 6. Proposed Zoning | <u>AA & A</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) | <u>N/A</u> (Yes-No) | | |
| 12. City of Wichita | <u>X</u> : Three-Mile Area | | |

STAFF COMMENTS:

- A. A name shall be indicated on the face of the plat for the street running north off of Friar Lane.
- B. A temporary turn-around shall be provided at the north end of the street mentioned in item (A) above.
- C. A site grading plan which indicates that all lots are to be filled to at least 131 City Datum shall be submitted to M. S. Mitchell of Public Works-Maintenance. A letter from Mitchell approving said plan shall be submitted to MAPD.
- D. The applicant shall guarantee the paving of Friar Lane, Litchfield, Sullivan, Somerset, Garland, Porter, and the street running north off of Friar Lane.
- E. The applicant shall guarantee installation of sidewalks along both sides of Friar Lane, Garland, Somerset, Sullivan, Litchfield and the street running north off of Friar Lane; along the north side of 37th Street; and along the east side of Porter.
- F. The applicant shall guarantee the installation of sanitary sewer to serve all lots within the Addition.
- G. The applicant shall guarantee the installation of City water to serve all lots within the Addition.
- H. A 25 foot front yard setback shall be indicated on all lots and a 15 foot side yard setback on all corner lots.
- I. Recording of the plat within 30 days after approval by the Board of City Commissioners.

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 76-9 Name SHERWOOD GLEN FOURTH ADDITION
Date Application Rec'd. 2-3-76 Preliminary Approval 3-25-76
Scheduled S/D Meeting 5-6-76

DESCRIPTION

General Location Northwest corner of Seneca and 37th Street North

Owner Pleasant Valley Associates
Surveyor/Engineer Kenneth O. Taylor
Address 1542 South St. Francis Phone 264-4072

- | | |
|---|--|
| 1. Gross Acreage of Plat <u>30.02±</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>64</u> R/W <u>4,067</u> ft. |
| Residential <u>92</u> | b. <u> </u> R/W <u> </u> ft. |
| Commercial <u> </u> | c. <u> </u> R/W <u> </u> ft. |
| Industrial <u> </u> | d. <u> </u> R/W <u> </u> ft. |
| Other <u> </u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots <u>92</u> | TOTAL <u>4,067</u> ft. |
| 3. Minimum Lot Frontage <u>60</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>7,200</u> sq. ft. | streets? <u>yes</u> <u>X</u> no |
| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA & A</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>N/A</u> (Yes-No) | |
| 12. City of Wichita <u>X</u> : Three-Mile Area <u> </u> | |

STAFF COMMENTS:

- A. A name shall be indicated on the face of the plat for the street running north off of Friar Lane.
- B. A temporary turn-around shall be provided at the north end of the street mentioned in item (A) above.
- C. A site grading plan which indicates that all lots are to be filled to at least 131 City Datum shall be submitted to M. S. Mitchell of Public Works-Maintenance. A letter from Mitchell approving said plan shall be submitted to MAPD.
- D. The applicant shall guarantee the paving of Friar Lane, Litchfield, Sullivan, Somerset, Garland, Porter, and the street running north off of Friar Lane.
- E. The applicant shall guarantee installation of sidewalks along both sides of Friar Lane, Garland, Somerset, Sullivan, Litchfield and the street running north off of Friar Lane; along the north side of 37th Street; and along the east side of Porter.
- F. The applicant shall guarantee the installation of sanitary sewer to serve all lots within the Addition.
- G. The applicant shall guarantee the installation of City water to serve all lots within the Addition.
- H. A 25 foot front yard setback shall be indicated on all lots and a 15 foot side yard setback on all corner lots.
- I. Recording of the plat within 30 days after approval by the Board of City Commissioners.

SCCD-Cons-5 (11/75)

RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND



Property Name Sherwood Glen 4th Addition

MAILED TO:

Location NW Corner of Seneca & 37th N.

Name

Date 3-25-76

Ollinger-Smith Corporation
Firm

Phone

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

Requested by: Wichita-Sedgwick County Metropolitan
Area Planning Commission

A. SOIL TYPE: Elandco silt loam - deep, nearly level soils formed in
loamy alluvium.

B. SITUATION: These soils will blow when left uncovered, so cover should
be maintained 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.

* CONTINUED *

- ✓ 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.

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

Bromegrass, 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

Bromegrass, 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 Dept. Staff
File Copy: Sedgwick County Conservation District

March 29, 1976

Oblinger-Smith Corporation
625 1st National Bank Building
Wichita, Kansas 67202

Re: S/D 76-9 - Preliminary plat
of SHERWOOD GLEN FOURTH ADD.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, March 25, 1976, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. The intersection of Litchfield with Friar Lane shall be redesigned so that the angle of intersection will be no less than 80 degrees.
- B. The minimum building pad elevation shall be set at 134.0 to assure a minimum 3 feet of freeboard to allow for minor elevation differences.
- C. A site grading plan which indicates that all lots are to be filled to at least 131 City Datum shall be submitted to M. S. Mitchell of Public Works Maintenance. A letter from Mitchell approving said plan shall be submitted to MAPD.
- D. The applicant shall guarantee the paving of Friar Lane, Litchfield, Sullivan, Somerset, Garland, Porter, and the street running north off of Friar Lane.
- E. The applicant shall guarantee installation of sidewalks along both sides of Friar Lane, Garland, Somerset, Sullivan, Litchfield and the street running north off of Friar Lane; along the north side of 37th Street; and along the east side of Porter.
- F. The applicant shall guarantee the installation of sanitary sewer to serve all lots within the Addition.

S/D 76-9
March 29, 1976
Page 2

- G. The applicant shall guarantee the installation of City water to serve all lots within the Addition.
- H. 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. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- I. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

In addition to the above conditions, the applicant shall be prepared to discuss further with the Committee the guarantee for the construction of a sidewalk along the north side of 37th Street North. This matter will be reviewed at the consideration of the final plat. The applicant may also wish to discuss this matter with the Planning staff prior to submission of a final plat. Please call, if such a meeting needs to be set up.

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

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Encl.

cc: Pleasant Valley Associates
817 Century Plaza Building, 67202

Banner Development Co., Inc.
P. O. Box 1362, 67201

Dean Sellers, Assistant City Engineer

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 76-9 Name SHERWOOD GLEN FOURTH ADDITION
Date Application Rec'd. 2-3-76 Preliminary Approval _____
Scheduled S/D Meeting 3-25-76

DESCRIPTION

General Location Northwest corner of Seneca and 37th Street North

Owner Pleasant Valley Associates
Surveyor/Engineer Oblinger-Smith Corp.
Address 625 First National Bank Building Phone 262-0451

- | | |
|---|--|
| 1. Gross Acreage of Plat <u>30.02±</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>64</u> R/W <u>4,067</u> ft. |
| Residential <u>88</u> | b. _____ R/W _____ ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>88</u> | TOTAL <u>4,067</u> ft. |
| 3. Minimum Lot Frontage <u>60</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>7,200</u> sq. ft. | streets? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no |
| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA & A</u> | |
| 9. Public Water Supply Yes (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers Yes (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>N/A</u> (Yes-No) | |
| 12. City of Wichita <input checked="" type="checkbox"/> : Three-Mile Area _____ | |

STAFF COMMENTS:

- A. The intersection of Litchfield with Friar Lane shall be redesigned so that the angle of intersection will be no less than 80 degrees.
- B. The minimum building pad elevation shall be set at 134.0 to assure a minimum 3 feet of freeboard to allow for minor elevation differences.
- C. A site grading plan which indicates that all lots are to be filled to at least 131 City Datum shall be submitted to M. S. Mitchell of Public Works Maintenance. A letter from Mitchell approving said plan shall be submitted to MAPD.
- D. The applicant shall guarantee the paving of Friar Lane, Litchfield, Sullivan, Somerset, Garland, Porter, and the street running north off of Friar Lane.
- E. The applicant shall guarantee installation of sidewalks along both sides of Friar Lane, Garland, Somerset, Sullivan, Litchfield and the street running north off of Friar Lane; along the north side of 37th Street; and along the east side of Porter.
- F. The applicant shall guarantee the installation of sanitary sewer to serve all lots within the Addition.
- G. The applicant shall guarantee the installation of City water to serve all lots within the Addition.
- H. 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. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- I. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public
Works Maint.

DATE March 1, 1976



TO Jack Galbraith, Chief Planner, MAFD

FROM M. S. Mitchell

SUBJECT - Sketch Plat Sherwood Glen 3rd Addn.

I am returning one copy of subject plat on which we have outlined the approximate limits of the Corps of Engineers Ponding Area 6 at City Datum Elevation 130.6 (1318 MSL). We recommend that the Minimum Building Pad Elevation be set at 134 (to avoid argument in case of minor elevation differences). It will also be important to require a street grading plan which will require all lots to be filled to at least 131 City Datum.

If you have questions, please advise.

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

MSM/glm

cc: G. H. Wilton
Dick Linn
Central Insp/John Riddel
Sherwood Glen 3rd Addn. Plat File
CoE Ponding File

Attach.



February 25, 1976

Mr. Gary Wiley
Oblinger-Smith Corporation
625 First National Bank Bldg.
Wichita, Kansas 67202

Re: S/D 76-9 - Sketch plat of
Sherwood Glenn Third Add.

Dear Mr. Wiley:

We have reviewed the above referenced sketch plat with various city personnel and herewith advise that you may proceed with the preliminary plat, keeping in mind the following comments:

1. Director of Parks, Tom Allen, states that consideration for park land in the area is not in conformance with the Open Space, Parks and Recreation Plan prepared by the Wichita-Sedgwick County Metropolitan Area Planning Department and warns that maintenance of the area would be a serious problem due mainly to ponding. The ponding would also preclude any development of facilities and eliminate any practical use of the area. He therefore advises against dedication of this Reserve area for public park purposes.
2. Dean Sellers, Assistant City Engineer, warns that a sanitary sewer pumping station may be needed in this area.
3. M. S. Mitchell, Assistant Superintendent of Public Works Maintenance, notes that the ponding elevation in this area is about 130. You should contact him concerning the grading and drainage of this property.
4. Previous plats of Sherwood Glen Additions have been spelled with one "n" in Glen. In 1960, a Sherwood Glen Third Addition was recorded (located north of 39th Street and West of Amidon). Therefore, the current plat which you have submitted should be named Sherwood Glen Fourth Addition or some other name.
5. Since this plat is a continuation of an existing 60-foot wide street system to the west, roads with 60 feet of right-of-way will be acceptable.

Mr. Gary Wiley
February 25, 1976
Page 2

6. Subdivision Regulations state that local street center line offsets of less than 150 feet shall be avoided. The alignment of Porter Avenue with the street running southeasterly off of Friar Lane will need to be redesigned with at least a 150-foot center line offset.

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

Sincerely,

Louise Olivarez
Planning Analyst

LO:rme

cc: Pleasant Valley Associates, 817 Century Plaza Bldg., 67202
Banner Development Company, Inc., P. O. Box 1362, 67201

THE CITY OF WICHITA
OFFICE OF Park Board

DATE February 19, 1976

TO Louise Olivarez, Planning Analyst
FROM Thomas P. Allen, Jr., Director of Parks

SUBJECT Sketch Plat -
Sherwood Glenn 3rd Addition

You recently requested our review and comments regarding the subject plat and we hereby submit the following:

1. The consideration for park land in the area is not in conformance with the Open Space, Parks and Recreation Plan prepared by the Wichita-Sedgwick County Metropolitan Area Planning Department, particularly of the nature as proposed.
2. Maintenance of the area would be a serious problem and the ponding, by design, would compound the maintenance problems.
3. The ponding of the area would preclude any development of facilities and eliminate any practical use of the area.
4. Utilities in the area could possibly reduce any potential value of the area even more.

It is therefore our opinion that a dedication of the reserve area for public park purposes would not be feasible or advisable.

Thomas P. Allen, Jr.
Thomas P. Allen, Jr.,
Director of Parks

TPA/lrb



February 6, 1976

Mr. John P. DeVore
~~3243 Silver~~
Wichita, Kansas 67217
1917 Lundy Lane
Freinswood, Texas
77546

Re: S/D 76-9 - Sketch Plat of
SHERWOOD GLENN THIRD
ADDITION.

Dear Mr. DeVore:

On February 3, 1976, the Metropolitan Area Planning Department received for review a sketch plat of Sherwood Glenn Third Addition, located adjacent to property which you own in the southwest corner of I-235 and Seneca Street North.

I have enclosed a copy of the plat and would appreciate hearing from you if you wish to discuss this proposed development.

Sincerely,

Louise Olivarez
Planning Analyst

LO:rme
Encl.

Map No.: 5352
Section No.: 30
Twp. No.: 26 South
Range: 1 - East

S/D No. 76-9

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: SHERWOOD GLENN THIRD ADDITION

General Location: NORTHWEST CORNER OF SENECA AND 37th STREET NORTH

Name of Property Owner: PLEASANT VALLEY ASSOCIATES
Address: 817 CENTURY PLAZA BUILDING 67202 Phone: 265-6616
Name of Subdivider: BANNER DEVELOPMENT COMPANY, INC. (BOB FOSTER)
Address: P. O. BOX 1362 WICHITA, KANSAS 67201 Phone: 265-6616
Name of Agent/Surveyor: OBLINGER - SMITH CORPORATION (GARY WILEY)
Address: 625 FIRST NATIONAL BANK BUILDING Phone: 262-0451
Date of Application: FEBRUARY 2, 1976

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 30.02 +
2. Number of Lots:
 - Residential 88
 - Commercial 0
 - Industrial 0
 - Other 0Total Number of Lots 88
3. Minimum Lot Frontage 60 ft.
4. Minimum Lot Area 7,200 Sq. ft.
5. Existing Zoning AA
6. Proposed Zoning AA & A
7. Lineal Feet of New Streets:
 - a. 64 R/W 4,067 ft.
 - b. R/W ft.
 - c. R/W ft.
 - d. R/W ft.
 - e. R/W ft.
 - TOTAL 4,067 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply (Yes-No), Name CITY OF WICHITA
10. Public Sanitary Sewers (Yes-No), Name CITY OF WICHITA
11. Health Department Approval (where applicable) N/A (Yes-No)
12. City of Wichita Three-Mile Area

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

Owner's Signature: *Robert C. Latta*

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

Received by *Carl Newby*
Date 2-3-76
Fee Submitted none

\$ 323⁰⁰ paid
3/3/76

T9-301B
(2-71)