

Map No.: 5950 D

S/D No.: 87-88

SUBDIVISION REPORT AND PROGRESS

Name: THE VILLAGE AT WATERFORD

General Location: In an area west of Governour at 25th Street North.

Owner: Landmark Communities

Engineer/Surveyor: Mid-Kansas Engineering Consultants, P.A.

APPLICATION FILED: 8/31/87

SKETCH PLAT FILED: \_\_\_\_\_

PRELIMINARY FILED: \_\_\_\_\_

M.A.P.C. ACTION: 9-17-87 appl.

S/D ACTION: \_\_\_\_\_

B.C.C. ACTION: 12-22-87 approved

FINAL FILED: 8/31/87

RECORDED: Never

S/D ACTION: 9/10/87 approved

REMARKS: Closed.

*Ken Benjston advised 5/27/88 that this plat will never be recorded. File closed and microfilm destroyed* *Real*

S-D 87-88 - THE VILLAGE AT WATERFORD.  
In an area west of Governour at 25th  
Street North.  
MID-KANSAS ENGINEERING

# ACTION

S/D COMMITTEE (final) approved	DATE <del>10/10/87</del> 9/10/87
M.A.P.C. approved	9/17/87
B.C.C./B-60-C approved	12/22/87



City of Wichita  
City Council Meeting  
December 22, 1987

Agenda Report # \_\_\_\_\_

TO: Mayor and City Council Members

SUBJECT: S/D 87-88 - PLAT OF THE VILLAGE AT WATERFORD.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning

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Staff Recommendation: Approve plat.

MAPC Recommendation: Approve plat. (unanimous)

Location: In an area west of Governour at 25th Street North. (District #2).

Applicant: Landmark Communities, 3500 N. Rock Road, Wichita, KS 67226

Plat Size: 5.39 Acres

Existing Zoning: "AA" (Single-Family) with DP-73

Background: This 12-lot plat is subject to the provisions of the Comotara Residential Community Unit Plan. Existing guarantees are on file for the sanitary sewer, drainage improvements and municipal water lines needed to serve this property. An existing Letter of Credit in the amount of \$55,730.00 has been received as guarantee for the pavement of the private street to the standards of a public street. The restrictive covenant provides for ownership and maintenance of the reserve and for four (4) off-street parking spaces per dwelling unit constructed within this subdivision. The minimum lot area being created is 5,500 square feet. The site is being platted for development of zero lot line homes. The plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Recommendations/Action: Record the restrictive covenant, recording costs to be paid by the owner; approve the plat and authorize the Mayor to sign.

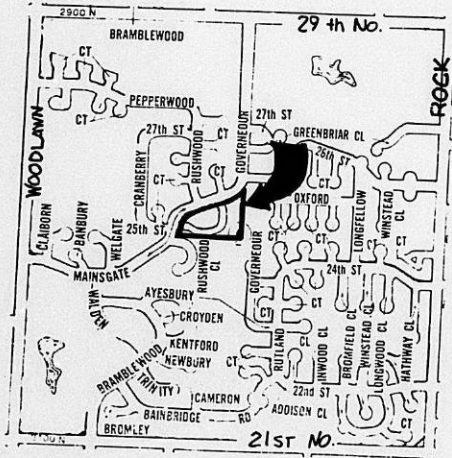
PL/7825/5

*Bengston advised 5/27/88 that this plat will not be recorded. Microfilm destroyed and file marked closed FEN*

STAFF REPORT

**CASE NUMBER:** S/D 87-88 - THE VILLAGE AT WATERFORD  
**OWNER/APPLICANT:** Landmark Communities  
**SURVEYOR/ENGINEER:** Mid-Kansas Engineering Consultants, P.A.  
**LOCATION:** In an area west of Gouverneur, at 25th Street North.  
**SITE SIZE:** 5.39 Acres  
**NUMBER OF LOTS:**  
Residential: 12  
Office:  
Commercial:  
Industrial:  
Total: 12  
**MINIMUM LOT AREA:** 5,500 Sq. Ft.  
**CURRENT ZONING:** "AA" with DP-73  
**PROPOSED ZONING:** "AA" with DP-73

VICINITY MAP:



WICHITA-SEDGWICK COUNTY

METROPOLITAN AREA PLANNING DEPARTMENT

Date: December 1, 1987

TO: Dale Rea, Deputy City Clerk  
FROM: Donald Losew, Junior Planner

SUBJECT: Forwarding of amendment to Letter of Credit No. 1553 guaranteeing private street construction required with the platting of Waterford North Third Addition - S/D 84-22 and an amendment changing the subdivision's name to Village at Waterford. A new default date of December 2, 1988 is established.

The attached above-referenced documents are for your files. These instruments should be held until its release is authorized by the City Engineer's office or the Planning Department. As indicated by the Bank IV amendment of November 25, 1987, a change in this subdivision's name has occurred. Your records should reflect this change, with the name of The Village of Waterford being used instead of Waterford North the Third.

DL:dIk

Attachments (2)

cc: Mike Lindebak, City Engineer  
Vicki Huang, City Engineer

**FILE COPY**

*The Village of Waterford*

AMERICAN LAND TITLE ASSOCIATION COMMITMENT - 1966

**CHICAGO TITLE INSURANCE COMPANY**

**COMMITMENT FOR TITLE INSURANCE**

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

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

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

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

*Robert J. Mallick*  
President

ATTEST:

*Thomas J. Adams*  
Secretary

Issued by:  
THE SECURITY ABSTRACT &  
TITLE COMPANY, INC.  
434 North Main Street  
Wichita, Kansas 67202  
(316) 267-8371

*John Ryan*  
Authorized Signatory



## CONDITIONS AND STIPULATIONS

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

Copyright, 1966 - American Land Title Association

SCHEDULE A

Number  
C387950

Effective Date  
November 3, 1987 at 7:00 A.M.

1. Owners Policy to be issued:  ALTA Residential Form  
 ALTA 1970 Form B (Amended 10/17/84)  
 ALTA 1975 Form Leasehold (Amended 10/17/84) Amount:  
\$-0-

Proposed Insured:

For Informational Purposes Only

2. Loan Policy to be issued:  ALTA 1970 Form (Amended 10/17/84)  
 ALTA 1975 Form Leasehold Loan (Amended 10/17/84)  
 ALTA 1975 Form Construction Loan (Amended 10/17/84) Amount:

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

OK

Waterford North III Owners' Association, as to Reserve C; and  
Landmark Communities, Inc., as to the remainder of subject property

2. The land referred to in this Commitment is described as follows:

OK  
12/21/87

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, in Block 4, and Reserve C,  
Reserve D, and Reserve E, all in Waterford North Third Addition, an Addition  
to Wichita, Sedgwick County, Kansas.

SCHEDULE B

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the deeds and/or mortgages, the form and execution of which is satisfactory to the Company, the policy or policies will be issued containing exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs): 1987 Taxes: \$12,848.14 UNPAID (KEY #C-44789, C-44790, C-44791, C-44792, C-44793, C-44794, C-44795, C-44796, C-44797, C-44798, C-44799, C-44800, C-44803, C-44804, and C-44805.)

*Show* 9. An easement granted to Kansas Gas and Electric Company over the west 100 feet of the east 125 feet of the West Half of Section 6, Township 26 South, Range 2 East, Sedgwick County, Kansas, in Book Misc. 495, Page 390 and on Film 113, Page 1270.

*Show* 10. Easement granted to Kansas Gas and Electric Company over the northerly most 10 feet of Lot 11, Block 4, on Film 838, Page 607.

~~11.~~ Building setback lines established on the recorded plat of said subdivision by the unrecorded Comotara Residential Community Unit Plan. (D.P.-73).

NOTE: The precise location of the building setback lines may be obtained from the Wichita-Sedgwick County Metropolitan Area Planning Department.

~~12.~~ Easements and private streets as established by and as shown on the recorded plat of Waterford North Third Addition.

~~13.~~ Reserves are platted for the use of landscaping, utilities, drainage, recreation and open space. Reserve "E" is being platted for construction and maintenance of public utilities, drainage, and a private street. The reserves shall be owned and maintained by the Homeowners' Association.

SEE ADDED PAGE

C387950

(Schedule B continued)

FORM 3147R-4-67

Policy Number \_\_\_\_\_  
Owners

Policy Number \_\_\_\_\_  
Loan

- ~~18.~~ All right, title and interest of the Homeowners' Association to Reserves D and E, as disclosed by the recorded plat of Waterford North Third Addition.
- ~~19.~~ Covenants and restrictions contained on Film 453, Page 978; Film 453, Page 979; Film 454, Page 507; Film 709, Page 819; and on Film 735, Page 9.  
 The lien of assessments levied under Film 453, Page 979 and Film 735, Page 9, which may be due and unpaid at the date hereof.
- OK 18. Mortgage dated May 31, 1984, executed by Landmark Communities, a Kansas corporation, The Fourth National Bank and Trust Company, Wichita, filed June 13, 1984, on Film 664, Page 380, which states that it secures a debt in the principal sum of \$1,000,000.00, and Modification Agreement filed on Film 862, Page 1192.
- ~~19.~~ It is noted for informational purposes only, and not as an exception to title which will appear in our policy, that subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Certificates, Resolutions, Amended Resolutions and Ordinances.

If you have any questions concerning this commitment, please call:

John Pyron  
 267-8371

sv

PL 0838 100607-14, 56, T 27 S, R 2 E  
URBAN EASEMENT GRANT

The undersigned as grantor(s) do hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, as grantees, the right to construct, operate, maintain, repair, rebuild, alter and remove electric distribution circuits and such appurtenances as are necessary to it, with the right of ingress and egress to and from same on a tract of land in NW 1/4 Sec. 6, Twp. 27 N, South Range 2 E Sedwick County, Kansas,

The Northerly most 10 feet of Lot 11, Block 4 of Waterford North 3rd Addition.

STATE OF KANSAS  
SEDWICK COUNTY  
FILED FOR RECORD AT  
OCT 15 1986  
NO. 8 38902  
PAT KETTLER  
REGISTER OF DEEDS

Grantor(s), heirs or assigns to fully use and enjoy the said premises except for and subject to the rights of grantees for the purposes herebefore granted to said grantees, its successors or assigns, who by its acceptance hereof and entry upon the premises for the purposes, caused by the construction, operation, maintenance, repair, rebuilding, altering or removal of the above stated equipment or its appurtenances.

Grantor(s) agree that they will not locate or permit to be located any trees, shrubbery or vines under or near enough to said line to may rise or remove them at his discretion. Receipt of payment of one dollar and other good and valuable considerations hereof is hereby acknowledged.

Dated this 7th day of October 1986  
Elton V. Parsons  
Landmark Communities Inc.  
V-P Operations

STATE OF KANSAS  
COUNTY OF Sedwick ss.  
I, the foregoing instrument was acknowledged before me this 7th day of October 1986, by  
(For an individual acting in his or her right)  
(Name of person or persons acknowledged)  
Elton V. Parsons  
(For a corporation)  
Landmark Communities, Inc. Vice President - Operations  
(Name of officer or agent)  
(Name of corporation acknowledging) (State or place of incorporation)  
(Seal)

My Commission/Appointment Expires: May 29, 1989  
Form 1032  
Rev. 2-79

ALMA D. GUTHRIE  
NOTARY PUBLIC  
STATE OF KANSAS  
My Exp. Date 2-21-89

5.00  
K&E - Box 208 (CWS)

RESTRICTIVE COVENANT

This covenant, executed this 10th day of November, 1987.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as The Village at Waterford, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the City of Wichita regarding off street parking, the establishment of an owners association, providing for the ownership and maintenance of reserves being platted, and restriction of lot owner use of "street, drainage and utility easements".

NOW, THEREFORE, the undersigned does hereby subject The Village at Waterford, an addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions.

1. At such time as the said property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserves and common areas that may be a part of said development.

2. The reserves located in said Addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.

3. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.

4. There shall be provided for each dwelling unit located on any of the following described lots, a total of not less than four off street parking places for automobiles which may include garages and driveways, to-wit:

Lots 1 through 12 inclusive, Block 1;

5. In the event that the Undersigned or the Association, its successors or assigns, shall fail at any time to maintain the Reserves or Common Areas or fail in any manner to fulfill their obligations relating to the Reserves or Common Areas, the City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the Reserves or Common Areas from becoming a nuisance, may enter upon said Reserves or Common Areas and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of Undersigned or the Association may be assessed against the Reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the Undersigned or the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

6. No retaining wall, fence, earth berm, or mass planting shall be placed or permitted within the twenty (20) foot street, drainage and utility easements adjacent to the private streets being platted, nor shall any other planting be permitted therein which would materially interfere with the flow of storm water run-off through said easement. Any plantings proposed within this easement shall be reviewed by the City Forestry Division prior to installation. Any change of grade is prohibited.

This covenant is binding on the owner, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

EXECUTED the day and year first above written.

LANDMARK COMMUNITIES, INC.

By: [Signature]  
Elton V. Parsons, Vice-President

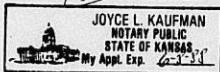
STATE OF KANSAS )  
                          ) ss:  
SEDGWICK COUNTY )

Personally appeared before me a Notary Public in and for the County and State aforesaid, Landmark Communities, Inc., Elton V. Parsons, Vice-President to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 17th day of November, 1987.

[Signature]  
Notary Public Joyce L. Kaufman

My Appointment Expires: 6-3-88



WATERFORD NORTH III OWNER'S ASSOCIATION

By: [Signature]  
Robert R. Fox, President

STATE OF KANSAS )  
                          ) ss:  
SEDGWICK COUNTY )

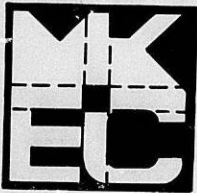
Personally appeared before me a Notary Public in and for the County and State aforesaid, Waterford North III Owner's Association, Robert R. Fox, President, to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 17th day of November, 1987.

[Signature]  
Notary Public Joyce L. Kaufman

My Appointment Expires: 6-3-88





PROJECT: The Village at Waterford

PROJECT #: \_\_\_\_\_ DATE: 11/10/87

TO: Mr. Forrest Nagley  
Senior Planner  
455 N. Main, 10th Floor  
Wichita, KS 67202

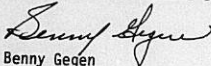
MID-KANSAS ENGINEERING  
CONSULTANTS, P.A.  
3500 N. Rock Road, #800  
Wichita, KS 67226

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Submitted herewith are the following documents in connection with the final plat of The Village At Waterford.

1. Final Plat Tracing
2. Title Binder
3. Restrictive Covenant
4. Boundary Closure Computations

MID-KANSAS ENGINEERING CONSULTANTS, P.A.

  
Benny Gegen

BG/dh

OFFICE COPY  
DO NOT REMOVE

September 17, 1987

Mid-Kansas Engineering Consultants, P.A.  
3500 N. Rock Road #800  
Wichita, KS 67226

Re: Final Plat S/D 87-88 - THE VILLAGE AT WATERFORD

Dear Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on September 17, 1987, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of September 11, 1987.

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

1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
2. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the plat.
3. Certification that all real estate taxes for the first half of 1987 and all prior years have been paid.

Please call if you have any questions.

Sincerely,

*D.L.*  
Donald Losew  
Junior Planner

DL:dik

cc: Landmark Communities, 3500 N. Rock Road, Wichita, KS 67226

September 11, 1987

Mid-Kansas Engineering Consultants, P.A.  
3500 N. Rock Road #800  
Wichita, KS 67226

Re: Final Plat S/D 87-88 - THE VILLAGE AT WATERFORD

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, September 10, 1987, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. The applicant shall guarantee the paving of the proposed private interior streets to the 21-foot public street standard. *EXISTING L.O.F.C. ON FILE \$55,730.00*
- B. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects. *SEE MEMO 12/1/87*
- C. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording. *No public guarantees needed Fee*
- D. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this subdivision.
- E. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owners' association prior to recording the plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.
- F. For those reserves being platted for drainage purposes, the required covenant which provides for ownership and maintenance of the reserves shall grant, to the City, the authority to maintain the drainage reserves in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.

- G. Since this plat proposes the platting of narrow street rights-of-way with adjacent "20-foot public drainage, utility and private street easement," a restrictive covenant shall be submitted which calls out restrictions for lot-owner use of these easements. Retaining walls and change of grade shall be prohibited within these easements as well as fences, earth berms and mass plantings. Any planting within this easement shall be reviewed by the City Forestry Division prior to installation.
- H. On the final plat tracing, the platlor's text shall be amended to reference the platting of the parking easements within Reserve B.
- I. On the final plat tracing, the centerline of adjacent Mainsgate Street shall be labeled.
- J. On the final plat tracing, the intersections of 25th Street North and Mainsgate and Cameron and Mainsgate shall be denoted with a heavy line as opposed to a dashed line. This is needed to denote the perimeter of Reserve C (private street).
- K. The final plat tracing shall omit the platting of a joint "utility and maintenance easement" (Lots 2 and 3, Block 1). Roof overhangs are not permitted within utility easements.
- L. Since this subdivision proposal represents a relative minor replat of an existing subdivision, it is recommended that Section 4-502 of the Regulations be waived and this plat be considered in final form.
- M. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- N. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- O. On the final plat tracing, the parking easement near the street curve shall be moved to the west.
- P. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- Q. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- R. Recording of the plat within 30 days after approval by the City Council.

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

Final Plat S/D 87-88 - THE VILLAGE AT WATERFORD  
Page 3

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, September 17, 1987 at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,

Forrest L. Nagley  
Senior Planner

FLN:dik

Enclosure

cc: Landmark Communities, 3500 N. Rock Road, Wichita, KS 67226  
Mike Lindebak, City Engineer

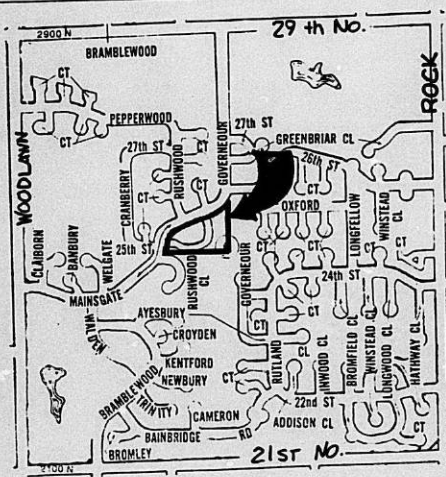
SUBDIVISION COMMITTEE  
METROPOLITAN AREA PLANNING  
COMMISSION

AGENDA ITEM # \_\_\_\_\_  
SEPTEMBER 10, 1987

STAFF REPORT  
(Final Plat)

**CASE NUMBER:** S/D 87-88 - THE VILLAGE AT WATERFORD  
**OWNER/APPLICANT:** Landmark Communities  
**SURVEYOR/ENGINEER:** Mid-Kansas Engineering Consultants, P.A.  
**LOCATION:** In an area west of Governour, at 25th Street North.  
**SITE SIZE:** 5.39 Acres  
**NUMBER OF LOTS:**  
Residential: 12  
Office:  
Commercial:  
Industrial:  
Total: 12  
**MINIMUM LOT AREA:** 5,500 Sq. Ft.  
**CURRENT ZONING:** "AA" with DP-73  
**PROPOSED ZONING:** "AA" with DP-73

VICINITY MAP:



STAFF COMMENTS:

NOTE: This property is subject to the provisions of the Comotara Residential Community Unit Plan (DP-73). This property is being replatted for development of zero-lot line homes and to clear sufficient area within Reserve A for construction of a swimming pool.

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee construction of the storm sewers required by this plat.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property.
- E. The applicant shall guarantee the paving of the proposed private interior streets to the 21-foot public street standard.
- F. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects.
- G. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- H. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot within this subdivision.
- I. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owners' association prior to recording the plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.
- J. For those reserves being platted for drainage purposes, the required covenant which provides for ownership and maintenance of the reserves shall grant, to the City, the authority to maintain the drainage reserves in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.
- K. Since this plat proposes the platting of narrow street rights-of-way with adjacent "20-foot public drainage, utility and private street easement," a restrictive covenant shall be submitted which calls out restrictions for lot-owner use of these easements. Retaining walls and change of grade shall be prohibited within these easements as well as fences, earth berms and mass plantings. Any planting within this easement shall be reviewed by the City Forestry Division prior to installation.
- L. On the final plat tracing, the platlor's text shall be amended to reference the platting of the parking easements within Reserve B.
- M. On the final plat tracing, the centerline of adjacent Mainsgate Street shall be labeled.

SUBDIVISION REPORT  
Final Plat S/D 87-88 - THE VILLAGE AT WATERFORD  
Page 3

- N. On the final plat tracing, the intersections of 25th Street North and Mainsgate and Cameron and Mainsgate shall be denoted with a heavy line as opposed to a dashed line. This is needed to denote the perimeter of Reserve C (private street).
- O. The final plat tracing shall omit the platting of a joint "utility and maintenance easement" (Lots 2 and 3, Block 1). Roof overhangs are not permitted within utility easements.
- P. Since this subdivision proposal represents a relative minor replat of an existing subdivision, it is recommended that Section 4-502 of the Regulations be waived and this plat be considered in final form.
- Q. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- R. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- S. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- T. Perimeter closure computations shall be submitted with the final plat tracing, Section 5-101(C).
- U. Recording of the plat within 30 days after approval by the City Council.
- V. The representative from the City Engineer's office should be prepared to comment on the status of the applicant's drainage plan. Specifically, are guarantees for drainage required with this replat?
- W. As indicated on the final plat, the applicant proposes to plat three parking easements within Reserve B. The representative from City Engineering should be prepared to comment on the acceptability of the parking easement locations. Specifically, should the parking easement near Lot 7 be moved away from the private street curve?

NOTE: This plat has been submitted in final form only.

WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING  
COMMISSION

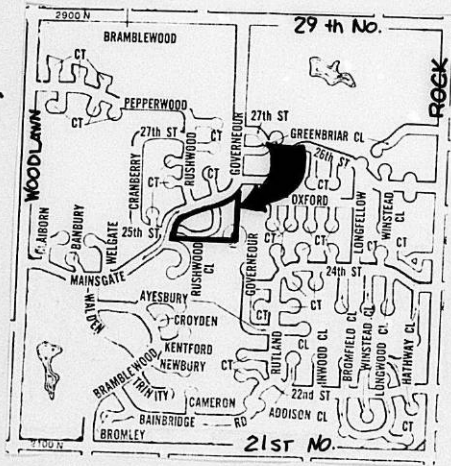
AGENDA ITEM # 3/6

SEPTEMBER 17, 1987

STAFF REPORT

CASE NUMBER: S/D 87-88 - THE VILLAGE AT WATERFORD  
OWNER/APPLICANT: Landmark Communities  
SURVEYOR/ENGINEER: Mid-Kansas Engineering Consultants, P.A.  
LOCATION: In an area west of Governour, at 25th Street North.  
SITE SIZE: 5.39 Acres  
NUMBER OF LOTS:  
Residential: 12  
Office:  
Commercial:  
Industrial:  
Total: 12  
MINIMUM LOT AREA: 5,500 Sq. Ft.  
CURRENT ZONING: "AA" with DP-73  
PROPOSED ZONING: "AA" with DP-73

VICINITY MAP:



Map No.: 5950D  
Section: 6  
Twp.: 27  
Range: 2E

S/D No. 87-88

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: The Village at Waterford  
General Location: In an area West of Governour and South of Maingate at 25th Street North  
Name of Property Owner: Landmark Communities  
Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name of Subdivider: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name of Engineer/Surveyor: MKEC  
Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_  
Date of Application: 8/28/87

SUBDIVISION INFORMATION:

- |  |                                 |
|--|---------------------------------|
| 1. Gross Acreage of Plat <u>5.39</u>   | 7. Lineal Feet of New Streets:  |
| 2. Number of Lots:   | a. <u>12</u> R/W <u>920</u> ft. |
| Residential <u>12</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>12</u>   | TOTAL <u>920</u> ft.            |
| 3. Minimum Lot Frontage <u>49</u> ft.  | 8. Are Sidewalks existing?      |
| 4. Minimum Lot Area <u>5500</u> sq ft.   | Yes _____ No <u>X</u>           |
| 5. Existing Zoning <u>"AA" with DP-73</u>  |                                 |
| 6. Proposed Zoning <u>AA with DP-73</u>  |                                 |
| 9. Is a public water supply available? <u>X</u> Yes _____ No, Name _____               |                                 |
| 10. Is a sanitary sewer available? <u>X</u> Yes _____ No, Name _____                   |                                 |
| 11. Has Health Department approval been obtained (where applicable) _____ Yes _____ No |                                 |
| 12. City of Wichita <u>X</u> Three Mile Area _____ Outside of Wichita _____            |                                 |

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

Owner's Signature: Kenneth H Bengtson President

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

Received by \_\_\_\_\_  
Date 8/31/87  
Fee Submitted \_\_\_\_\_

T9-301B  
(7-79)

DATE: 8/31/87

TO: Mike E. Lindebak, City Engineer/Acting Director of Planning

ATTENTION: Forrest Nagley, Senior Planner

Receipt of the FINAL DRAINAGE PLAN/DRAINAGE CONCEPT for Willow Bend  
Heights  
(name of plat)

is hereby acknowledged.

Vicky Huang  
(Signed)

(0204F)

FORM 29-021

PAYMENT NOTICE  
City of Wichita

Bldg.	Use of Str.	Code Bks	Copies
Elec	Elev. Insp.	Hse Moving	Lic.
Mech	Boiler Insp.	Pav. Cuts	Cert.
Plbg	Exam Fees	Sewer	Elev.
Signs	Plan Rev. (P.W.)	Cement	M.S.P.
	Planning		

DESCRIPTION AMOUNT

NAME

ADDRESS

FUND

DUE DATE

COMMENTS

DATE

BY



LETTER OF TRANSMITTAL

PROJECT: Willowbend Heights

The Village at Waterford

PROJECT #: \_\_\_\_\_ DATE: 08/28/87

TO: Forrest Nagley  
Senior Planner  
455 N. Main, 10th Floor  
Wichita, KS 67202

MID-KANSAS ENGINEERING  
CONSULTANTS, P.A.  
3500 N. Rock Road, #800  
Wichita, KS 67226

We are sending the following items:  Attached  
 Under separate cover via \_\_\_\_\_

Prints     Specifications     Legal Descriptions  
 Tracings     Petitions     Correspondence     Other

COMMENTS: Transmitted herewith are 30 copies of the above referenced plats.

For Your Approval  
 For Your Use  
 Approved as Noted

As Requested  
 For Your Files  
 For Review and Comment

REMARKS:

Signed: \_\_\_\_\_

*Greg Allison*  
Greg Allison

GA/dh