

**PROFESSIONAL
ENGINEERING CONSULTANTS, PA**

303 South Topeka
WICHITA, KANSAS 67202

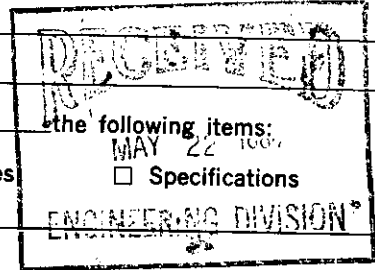
(316) 262-2691

LETTER OF TRANSMITTAL

DATE	5/22/92	JOB NO.	36-92209-1104
ATTENTION	Ms. Vicky Huang, P.E.		
RE:	Socora Village		

TO Mr. Michael E. Lindebak, P.E.
City Engineer
455 North Main - 7th Floor
Wichita, KS 67202

- WE ARE SENDING YOU Attached Under separate cover via
- Shop drawings Prints Plans Samples
- Copy of letter Change order _____



COPIES	DATE	NO.	DESCRIPTION
2	5/22/92		Drainage Concept

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
- For your use Approved as noted Submit _____ copies for distribution
- As requested Returned for corrections Return _____ corrected prints
- For review and comment _____
- FOR BIDS DUE _____ 19____ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO Larry Chambers
File

SIGNED: Charles J Brown

SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO. 5

June 11, 1992

STAFF REPORT
(Preliminary Plat)

CASE NUMBER: S/D 92-24 SOCORA VILLAGE ADDITION.

OWNER/APPLICANT: HCA Health Services of Kansas, Inc., 550 N. Hillside, Wichita, KS 67214, % Steven Dobbs.

SURVEYOR/ENGINEER: Gary Wiley, P.E.C., P.A., 303 S. Topeka, Wichita, KS 67202.

LOCATION: South of 17th Street North between Tyler and Woodchuck.

SITE SIZE: 50.9 Acres

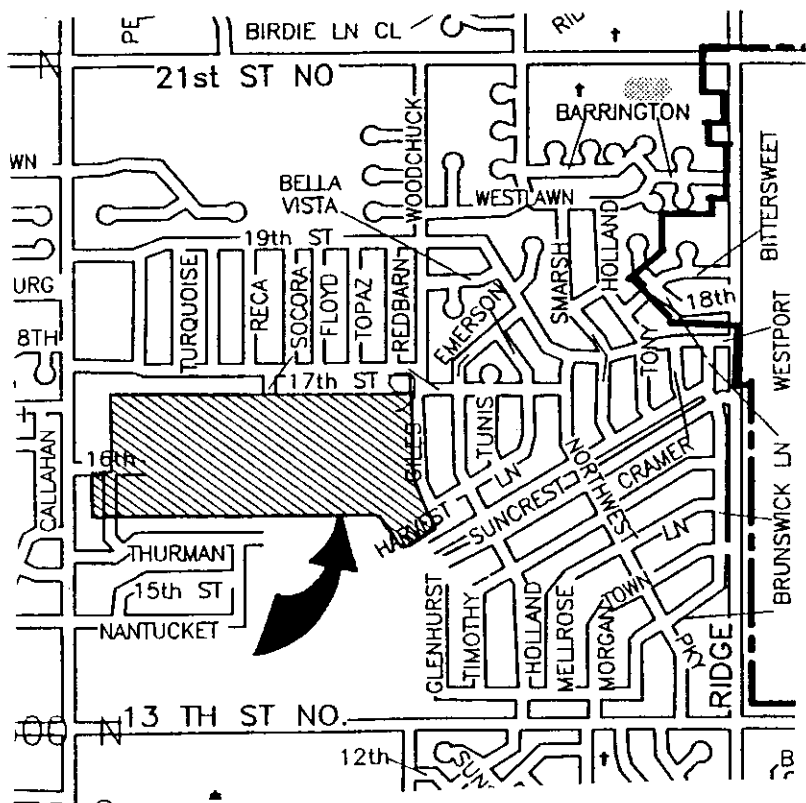
NUMBER OF LOTS

Residential:	203
Office:	
Commercial:	
Industrial:	
Total:	203

MINIMUM LOT AREA: 7200 sq. ft.

CURRENT ZONING: "AA" One-family.

VICINITY MAP:



STAFF COMMENTS:

- NOTE: A portion of this site was originally involved in a zone case - (Z-2276) which requested "A" two-family zoning. However, only a portion of the area was platted in 1980 and 1981 in order to complete the requested zone change. The area of this plat will no longer be considered as involved in that earlier zone case and will therefore retain the existing "AA" one-family zoning.
- 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 any drainage improvements required by the platting of this property.
 - D. The applicant shall guarantee construction of the storm sewers required by this plat.
 - E. The applicant shall guarantee the paving of the proposed interior streets. This guarantee shall include the paving of Woodchuck, along the east side of this plat, to a collector street status. The paving guarantee shall also include sidewalk along one side of 16th Street North and along Woodchuck adjacent to the plat.
 - F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
 - G. If off-site easements, such as for the extension of sanitary sewer along the south line of this plat, are required, such easements shall be granted by separate instrument and submitted to Planning for recording with the plat.
 - H. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street. The covenant shall inventory the affected lots by lot and block number and shall state that the covenant runs with the land and is binding on future owners and assigns.
 - I. The final plat shall label the 15-foot building setbacks along the west lines of Lots 20 & 21, Block 3.
 - J. On the final plat the suffix "North" shall be added to 16th Street's name.
 - K. Prior to, or at the time of submitting the final plat, the applicant shall submit a drainage plan to City Engineering for review and approval.

- L. Requirements for a final plat (see pages 24-29, Part 4, Article 5 of the MAPC Subdivision Regulations).
- 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. 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.
- O. 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 316946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- P. The representatives from the utility companies should be prepared to comment on the need for utility easements to be platted on this property.
- Q. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.

METROPOLITAN AREA PLANNING COMMISSION

July 9, 1992

STAFF REPORT
 (Final Plat, Preliminary Plat Approved 6/11/92)

CASE NUMBER: S/D 92-24 SOCORA VILLAGE ADDITION.

OWNER/APPLICANT: HCA Health Services of Kansas, Inc., 550 N. Hillside, Wichita, KS 67214, % Steven Dobbs.

SURVEYOR/ENGINEER: Gary Wiley, P.E.C., P.A., 303 S. Topeka, Wichita, KS 67202.

LOCATION: South of 17th Street North between Tyler and Woodchuck.

SITE SIZE: 50.9 Acres

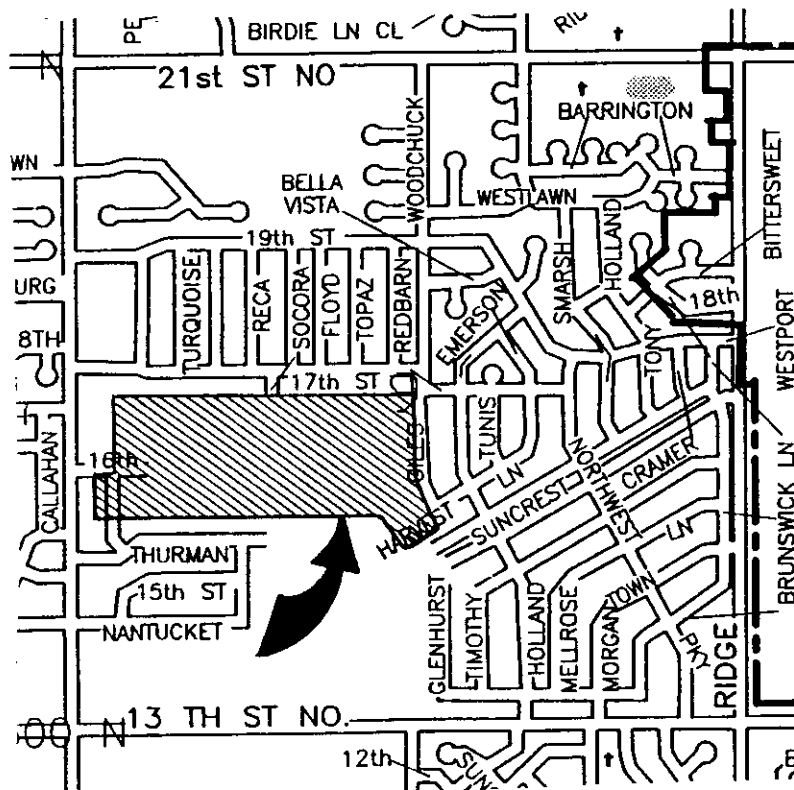
NUMBER OF LOTS

Residential:	203
Office:	
Commercial:	
Industrial:	
Total:	203

MINIMUM LOT AREA: 7200 sq. ft.

CURRENT ZONING: "AA" One-family.

VICINITY MAP:



STAFF COMMENTS:

- NOTE: A portion of this site was originally involved in a zone case - (Z-2276) which requested "A" two-family zoning. However, only a portion of the area was platted in 1980 and 1981 in order to complete the requested zone change. The area of this plat will no longer be considered as involved in that earlier zone case and will therefore retain the existing "AA" one-family zoning.
- 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 any drainage improvements required by the platting of this property.
 - D. The applicant shall guarantee construction of the storm sewers required by this plat.
 - E. The applicant shall guarantee the paving of the proposed interior streets. This guarantee shall include the paving of Woodchuck, along the east side of this plat, to a collector street status. The paving guarantee shall also include sidewalk along one side of 16th Street North and along Woodchuck adjacent to the plat.
 - F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
 - G. If off-site easements, such as for the extension of sanitary sewer along the south line of this plat, are required, such easements shall be granted by separate instrument and submitted to Planning for recording with the plat.
 - H. The applicant shall submit a covenant which provides for four (4) off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street. The covenant shall inventory the affected lots by lot and block number and shall state that the covenant runs with the land and is binding on future owners and assigns.
 - I. 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.
 - J. 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.

- K. 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.
- L. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- M. Recording of the plat within 30 days after approval by the City Council.
- N. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage plan.

THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING

DATE: September 17, 1993

TO: Doug Moshier, Senior Attorney

FROM: Michael E. Lindebak, P.E., City Engineer



SUBJECT: Agreement to Respread Special
Assessments: Socora Village

Please review the attached agreement as to legal form and return it to the
City Engineer's Office.

BM:cls

Attachment

AGREEMENT
BY AND BETWEEN
THE CITY OF WICHITA, KANSAS,
Party of the First Part
and
SOCORA VILLAGE COMPANY,
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Socora Village within the city limits of the City of Wichita; and

WHEREAS, Party of the Second part is the landowner of all or part of the improvement district; and

WHEREAS, part of the improvement district of said improvements has been platted and/or replatted; and

WHEREAS, Party of the Second Part desires that a reassessment be made to reflect the changes in platting; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. The unplatted tract of land (D-495-2UP) now platted as Socora Village was part of the improvement district for the following City project(s):

Main 15, S.W.I.	J40470
Lateral 137, S.W.I.	K80199
Lateral 66, Westlink	K82325
SWS No. 145	L82350

Said property has been platted as Lots 1 through 46, Block 1; Lots 1 through 52, Block 2; Lots 1 through 53, Block 3; Lots 1 through 22, Block 4; Lots 1 through 17, Block 5; and Lots 1 through 7 and 9 through 12, Block 6; all in Socora Village, an Addition to Wichita, Sedgwick County, Kansas.

2. The Parties agree to make a reassessment for said projects in the following manner:

The assessments for the projects listed in Section 1 above are to be reassessed on an equal fraction basis (1/201 each) to Lots 1 through 46, Block 1; Lots 1 through 52, Block 2; Lots 1 through 53, Block 3; Lots 1 through 22, Block 4; Lots 1 through 17, Block 5; and Lots 1 through 7 and 9 through 12, Block 6; all in Socora Village.

3. Party of the Second Part is the owner of the property described in Section 1. above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12(b) with respect to the reassessment herein described.

4. Party of the Second Party further waives his right to appeal the special assessments for the above mentioned projects (including this described reassessment) and agrees that no suit to set aside said assessment shall be brought by him nor shall he in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in constructing this project and levying the special assessments therefor.

5. Party of the Second Part further agrees that he will indemnify the Party of the First Part against any and all costs, expenses, claims and judgments for which Party of the First Part is held responsible or which are entered against Party of the First Part arising out of or as a result of the reassessment herein described.

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

Agenda Item No. _____

City Of Wichita
City Council Meeting
October 19, 1993

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreement to Respread Special Assessments in Socora Village
(West of Tyler, South of 17th) (District V)

INITIATED BY: Department of Public Works

AGENDA ACTION: Consent

Recommendation: Approve the Agreement.

Background: The developer, Slawson Development, Inc., has subdivided an unplatted tract into a new addition called Socora Village Addition and has submitted an Agreement to respread special assessments in Socora Village Addition.

Analysis: The purpose of the Agreement is to respread Special Assessments on an equal share basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

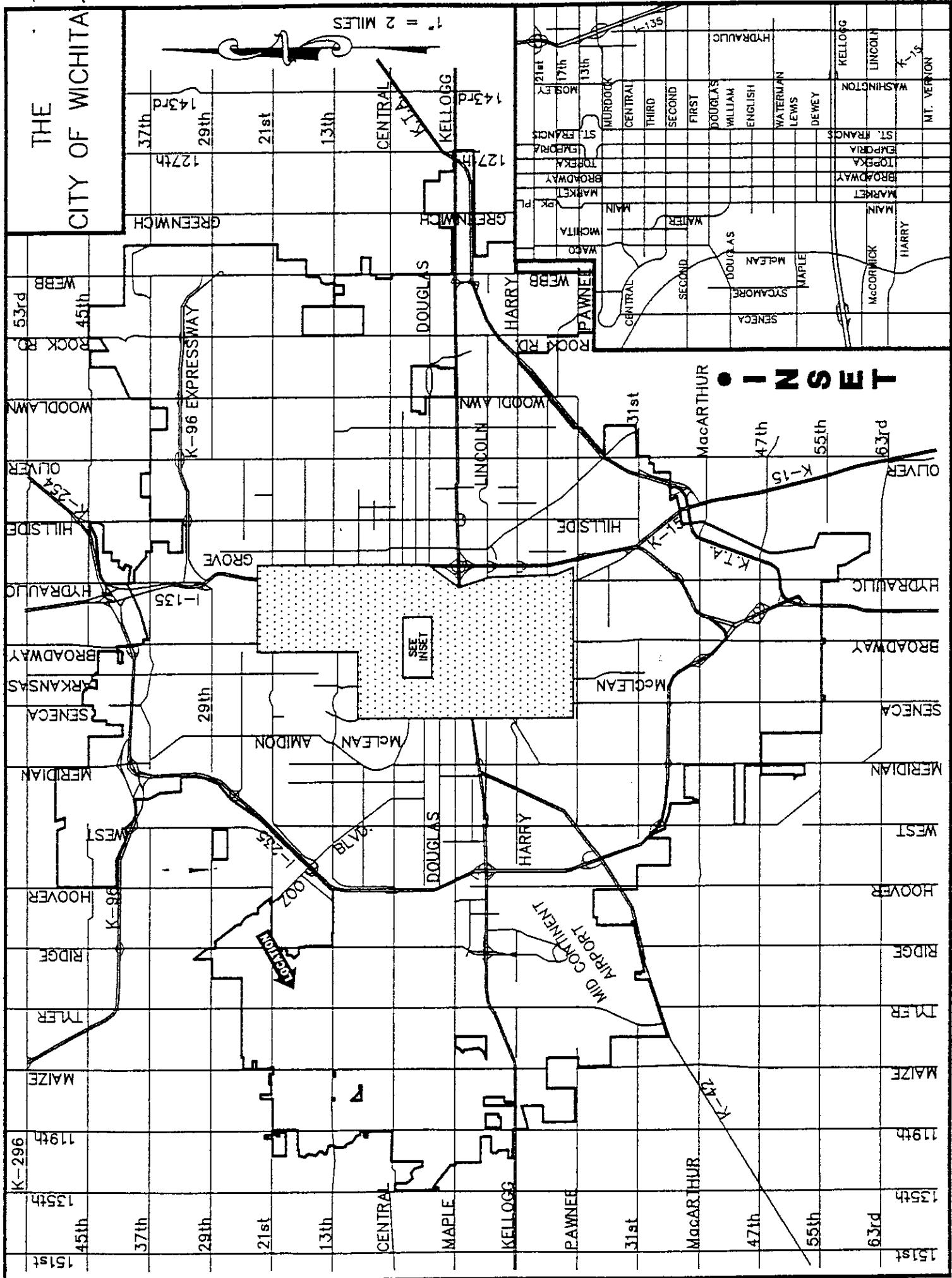
Legal Considerations: The Law Department has approved the Agreement as to legal form.

Recommendation/Action: It is recommended the City Council approve the Agreement and authorize the Mayor to execute.

BM:bjm

THE CITY OF WICHITA

1" = 2 MILES



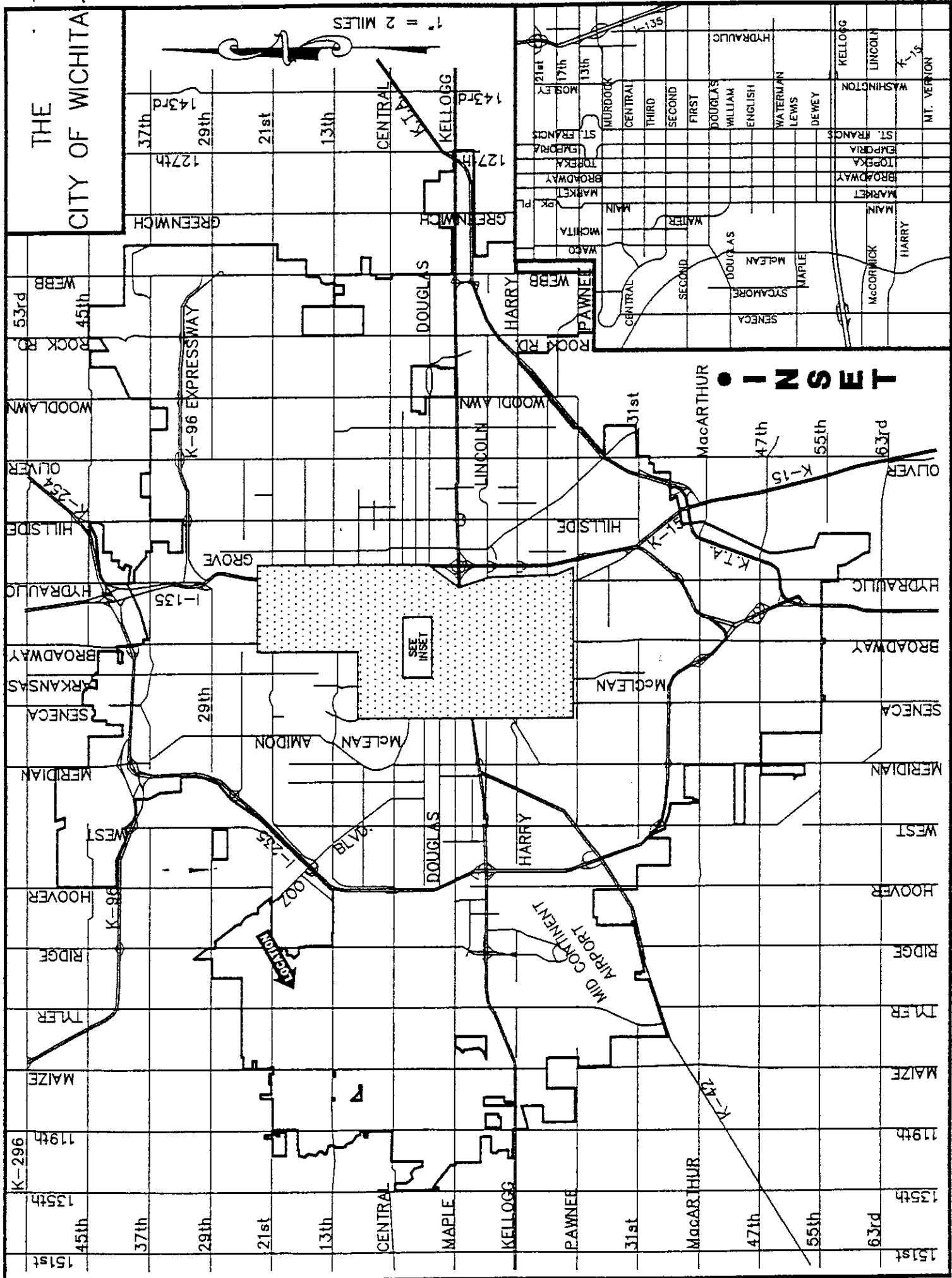
SEE INSET

LOCATION

INSET

THE CITY OF WICHITA

1" = 2 MILES



SEE INSET

LOCATION

INSET

AGREEMENT
BY AND BETWEEN
THE CITY OF WICHITA, KANSAS,
Party of the First Part
and
SOCORA VILLAGE COMPANY,
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Socora Village within the city limits of the City of Wichita; and

WHEREAS, Party of the Second part is the landowner of all or part of the improvement district; and

WHEREAS, part of the improvement district of said improvements has been platted and/or replatted; and

WHEREAS, Party of the Second Part desires that a reassessment be made to reflect the changes in platting; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. The unplatted tract of land (D-495-2UP) now platted as Socora Village was part of the improvement district for the following City project(s):

Main 15, S.W.I.	J40470
Lateral 137, S.W.I.	K80199
Lateral 66, Westlink	K82325
SWS No. 145	L82350

Said property has been platted as Lots 1 through 46, Block 1; Lots 1 through 52, Block 2; Lots 1 through 53, Block 3; Lots 1 through 22, Block 4; Lots 1 through 17, Block 5; and Lots 1 through 7 and 9 through 12, Block 6; all in Socora Village, an Addition to Wichita, Sedgwick County, Kansas.

2. The Parties agree to make a reassessment for said projects in the following manner:

The assessments for the projects listed in Section 1 above are to be reassessed on an equal fraction basis (1/201 each) to Lots 1 through 46, Block 1; Lots 1 through 52, Block 2; Lots 1 through 53, Block 3; Lots 1 through 22, Block 4; Lots 1 through 17, Block 5; and Lots 1 through 7 and 9 through 12, Block 6; all in Socora Village.

3. Party of the Second Part is the owner of the property described in Section 1. above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12(b) with respect to the reassessment herein described.

4. Party of the Second Party further waives his right to appeal the special assessments for the above mentioned projects (including this described reassessment) and agrees that no suit to set aside said assessment shall be brought by him nor shall he in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in constructing this project and levying the special assessments therefor.

5. Party of the Second Part further agrees that he will indemnify the Party of the First Part against any and all costs, expenses, claims and judgments for which Party of the First Part is held responsible or which are entered against Party of the First Part arising out of or as a result of the reassessment herein described.

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

THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING

DATE: October 25, 1993

TO: Doug Moshier, Senior Attorney

FROM: Michael E. Lindebak, P.E., City Engineer

SUBJECT: Agreement to Respread Special
Assessments: Socora Village

STERLING FARMS 372

Please review the attached agreement as to legal form and return it to the
City Engineer's Office.

Attachment

BM:cls

AGREEMENT
BY AND BETWEEN
THE CITY OF WICHITA, KANSAS,
Party of the First Part
and
SAYLER CONSTRUCTION CO., INC.
and EARL M. SAYLER TRUST,
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Socora Village within the city limits of the City of Wichita; and

WHEREAS, Party of the Second part is the landowner of all or part of the improvement district; and

WHEREAS, part of the improvement district of said improvements has been platted and/or replatted; and

WHEREAS, Party of the Second Part desires that a reassessment be made to reflect the changes in platting; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 1 and 2, Block A and Lot 6, Block E, Westridge Village was part of the improvement district for the following City project(s):

SWS No. 145

L82350

Said property has been replatted as Lot 18, Block 5, and Lot 8, Block 6, Socora Village, an Addition to Wichita, Sedgwick County, Kansas.

2. The Parties agree to make a reassessment for said projects in the following manner:

The assessment for the projects listed in Section 1 above are to be reassessed on an equal fraction basis to Lot 18, Block 1, and Lot 8, Block 6, Socora Village.

3. Party of the Second Part is the owner of the property described in Section 1. above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12(b) with respect to the reassessment herein described.

4. Party of the Second Party further waives his right to appeal the special assessments for the above mentioned projects (including this described reassessment) and agrees that no suit to set aside said assessment shall be brought by him nor shall he in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in constructing this project and levying the special assessments therefor.

5. Party of the Second Part further agrees that he will indemnify the Party of the First Part against any and all costs, expenses, claims and judgments for which Party of the First Part is held responsible or which are entered against Party of the First Part arising out of or as a result of the reassessment herein described.

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

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____
day of _____, 1993.

THE CITY OF WICHITA, KANSAS

By: _____
Mayor
Party of the First Part

Approved as to form:

Director of Law

Attest:

City Clerk

SAYLER CONSTRUCTION CO., INC.

By: Earl M. Sayler
Earl M. Sayler, President
Party of the Second Part

EARL M. SAYLER TRUST

By: Earl M. Sayler
Earl M. Sayler, Trustee
Party of the Second Part

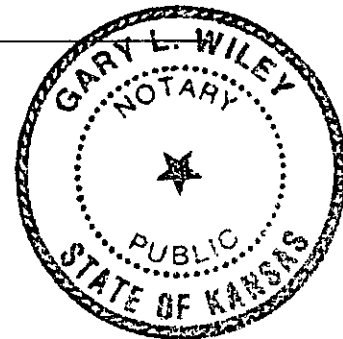
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 20th day of MAY, 1993, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Earl M. Sayler, President, Sayler Construction Co., Inc., personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Gary L. Wiley
Notary Public

My Appointment Expires: Jan 15, 1997

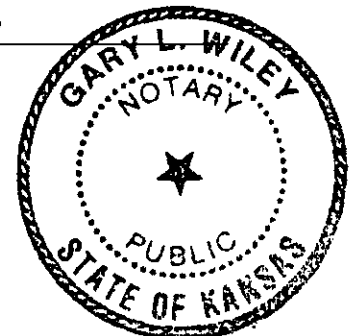


STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 20th day of MAY, 1993, before me, a Notary Public in aforesaid State and County, came Earl M. Sayler, Trustee of the Earl M. Sayler Trust., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same for and on behalf and as the voluntary act and deed of said trust, in testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Gary L. Wiley
Notary Public

My Appointment Expires: JAN. 15, 1997



AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,
Party of the First Part

and

KESSLER ENTERPRISES, A TRUST
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Sterling Farms, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement district; and

WHEREAS, portion of the improvement district of said improvements has been platted and/or replatted; and

WHEREAS, Party of the Second Part desires that a reassessment be made to reflect the changes in platting; and

WHEREAS, the Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 1 thru 27, Block 1, Sterling Farms 3rd Addition

was part of the improvement district for the following City project(s):

Storm Water Drain No. 100 (Project No. 468-82322)

Said property was replatted as Lot 1 thru 27, Block 1, Sterling Farms 3rd Addition

2. The Parties agree to make a reassessment for said project in the following manner:

Lots 1 thru 27, Block 1, Sterling Farms 3rd Addition proportionate share of Storm Water Drain No. 100 shall be reassessed as follows:

Lots 1 thru 10, 14 thru 16, and 21 thru 27, Block 1, shall each pay $346/27810$ of the total cost.

Lots 11 thru 13, Block 1, shall each pay $3095/27810$ of the total cost.

Lots 17 thru 20, Block 1, shall each pay $2905/27810$ of the total cost.

3. The Party of the Second Part is the owner of the property described in section one above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12(b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives his right to appeal the special assessments for the above mentioned projects (including this described reassessment) and agrees that no suit to set aside said assessment shall be brought by him nor shall he in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in constructing this project and levying the special assessments therefore.

5. The Party of the Second Part further agrees that he will indemnify the Party of the First Part against any and all costs, expenses, claims and judgments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

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

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____
of _____, 1993.

THE CITY OF WICHITA, KANSAS

Approved as to form:

BY _____
Elma Broadfoot, Mayor
Party of the First Part

Director of Law

Attest: _____

City Clerk

KESSLER ENTERPRISES, A TRUST

BY: Lucille Meyer
Lucille Meyer, Trustee

BY: William J. Walsh, Jr.
William J. Walsh, Jr. Trustee
Party of the Second Part

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 6th day of October
1993, before me, that undersigned, a Notary Public in and for the County and State aforesaid, came
Lucille Meyer and William Jr. Walsh, Jr., Trustees of Kessler Enterprises, A Trust, personally known to
me to be the same person who executed the within instrument of writing and such person duly
acknowledged the execution of the same.

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

Kim D. Legion
Notary Public

My Appointment Expires: _____
KIM D. LEGION
NOTARY PUBLIC
STATE OF KANSAS
My Appointment Expires 4/10/95

Agenda Item No. _____

City Of Wichita
City Council Meeting
December 14, 1993

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreement to Respread Special Assessments in Socora Village
(South of 17th, East of Tyler) (District V)

INITIATED BY: Department of Public Works

AGENDA ACTION: Consent

Recommendation: Approve the Agreement.

Background: The developer, Earl Sayler, has platted a new addition called Socora Village and has submitted an Agreement to respread special assessments in the Addition.

Analysis: The purpose of the Agreement is to respread Special Assessments on an equal share basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

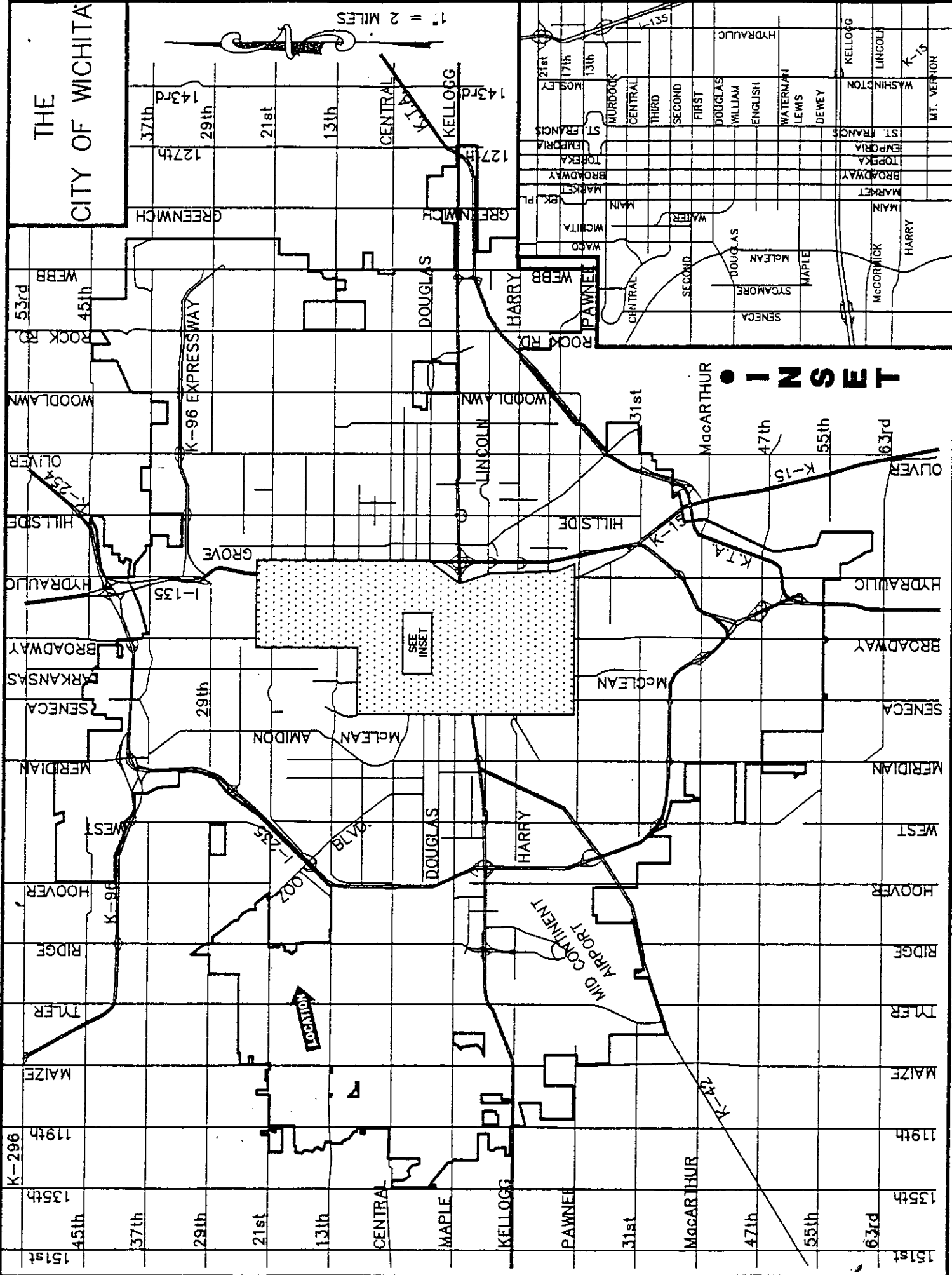
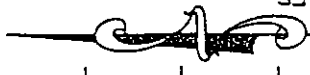
Legal Considerations: The Law Department has approved the Agreement as to legal form.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the Mayor to execute.

BM:bjm

THE CITY OF WICHITA

1" = 2 MILES

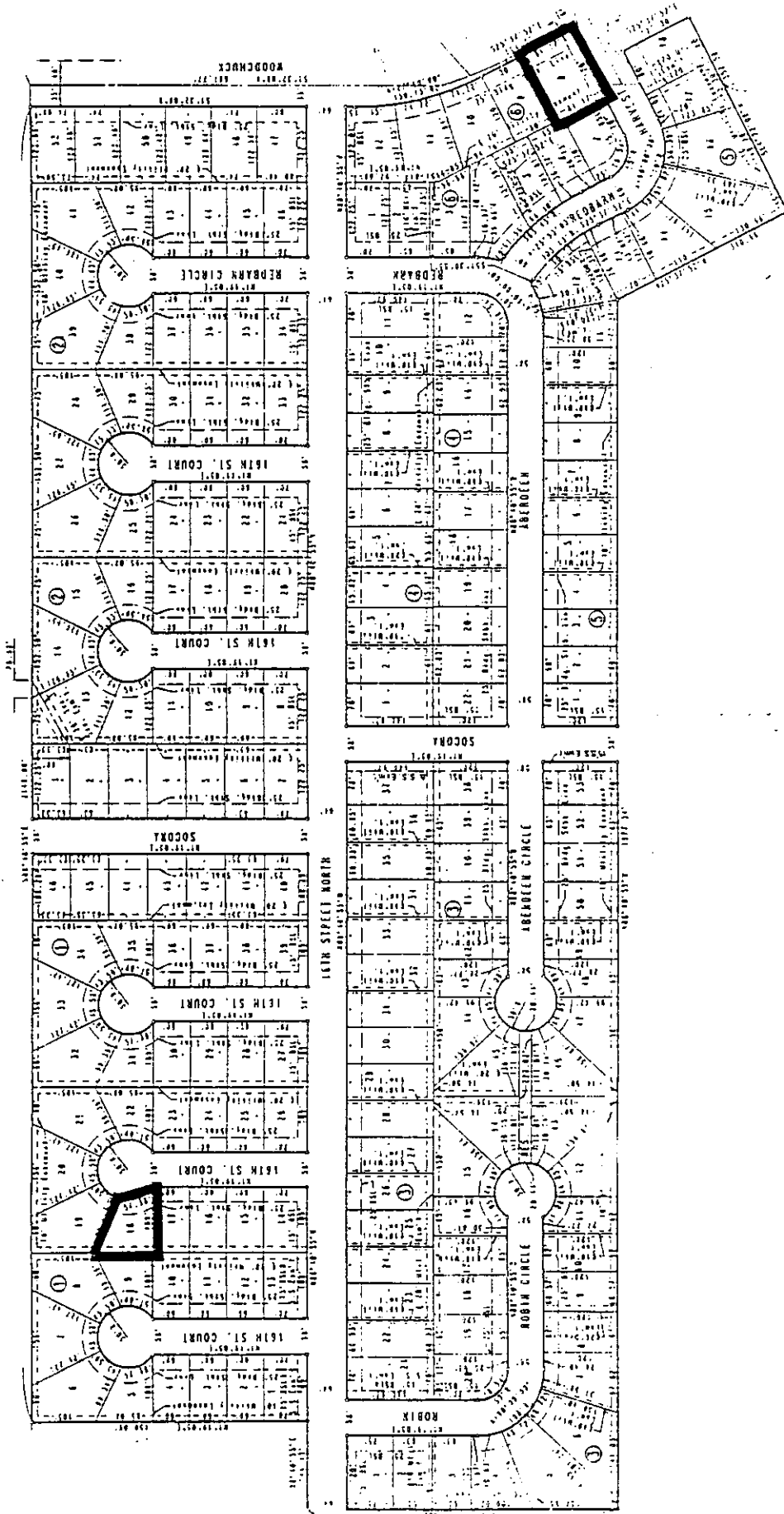
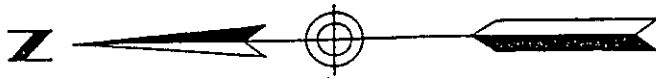


INSET

SEE INSET

LOCATION

Map labels include street names: 151st, 135th, 119th, 45th, 37th, 29th, 21st, 13th, CENTRA, MAPLE, KELLOGG, PAWNEE, 31st, MacARTHUR, 47th, 55th, 63rd, MAIZE, TYLER, RIDGE, HOOPER, WEST, MERIDIAN, SENECA, BROADWAY, HYDRAULIC, HILLSIDE, OLIVER, K-15, MacARTHUR, 47th, 55th, 63rd, K-234, MID-CONTINENT AIRPORT, DOUGLAS, HARRY, AMIDON, M'LEAN, GROVE, I-135, K-96, K-296, K-254, WOODLAWN, HILLSIDE, OLIVER, 53rd, WEBB, ROCK RD., GREENWICH, 127th, 143rd, 21st, 13th, CENTRAL, KELLOGG, MURDOCK, CENTRAL, THIRD, SECOND, FIRST, DOUGLAS, WILLIAM, ENGLISH, WATERMAN, LEWIS, DEWEY, KELLOGG, WASHINGTON, ST. FRANCIS, ST. EMBURIA, TOPKA, BROADWAY, MARKET, MAIN, WATER, WICHTA, WABO, CENTRAL, SECOND, DOUGLAS, M'LEAN, MAPLE, SENECA, MCCORMICK, HARRY, MT. VERNON.



AGREEMENT
BY AND BETWEEN
THE CITY OF WICHITA, KANSAS,
Party of the First Part
and
SAYLER CONSTRUCTION CO., INC.
and EARL M. SAYLER TRUST,
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Socora Village within the city limits of the City of Wichita; and

WHEREAS, Party of the Second part is the landowner of all or part of the improvement district; and

WHEREAS, part of the improvement district of said improvements has been platted and/or replatted; and

WHEREAS, Party of the Second Part desires that a reassessment be made to reflect the changes in platting; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 1 and 2, Block A and Lot 6, Block E, Westridge Village was part of the improvement district for the following City project(s):

SWS No. 145

L82350

Said property has been replatted as Lot 18, Block 5, and Lot 8, Block 6, Socora Village, an Addition to Wichita, Sedgwick County, Kansas.

2. The Parties agree to make a reassessment for said projects in the following manner:

The assessment for the projects listed in Section 1 above are to be reassessed on an equal fraction basis to Lot 18, Block 1, and Lot 8, Block 6, Socora Village.

3. Party of the Second Part is the owner of the property described in Section 1. above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12(b) with respect to the reassessment herein described.

4. Party of the Second Party further waives his right to appeal the special assessments for the above mentioned projects (including this described reassessment) and agrees that no suit to set aside said assessment shall be brought by him nor shall he in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in constructing this project and levying the special assessments therefor.

5. Party of the Second Part further agrees that he will indemnify the Party of the First Part against any and all costs, expenses, claims and judgments for which Party of the First Part is held responsible or which are entered against Party of the First Part arising out of or as a result of the reassessment herein described.

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

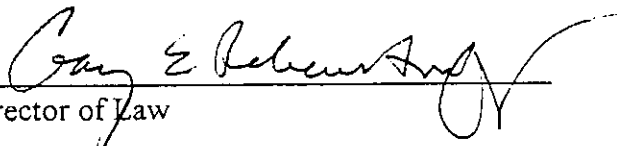
IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____
day of _____, 1993.

THE CITY OF WICHITA, KANSAS

By: _____

Mayor
Party of the First Part

Approved as to form:

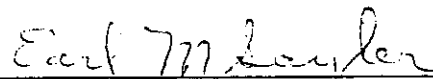


Director of Law

Attest:

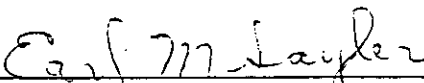
City Clerk

SAYLER CONSTRUCTION CO., INC.

By: 

Earl M. Sayler, President
Party of the Second Part

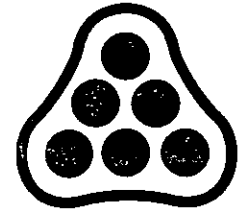
EARL M. SAYLER TRUST

By: 

Earl M. Sayler, Trustee
Party of the Second Part

February 2, 1994

Mr. Kelly P. Finn
Environmental Engineer
Industrial Programs Section
Buearu of Water
Kansas Department of Health & Environment
Forbes Field, Bldg. 740
Topeka, KS 66620-0001



PROFESSIONAL
ENGINEERING
CONSULTANTS
PROFESSIONAL ASSOCIATION

Reference: Stormwater Application for Construction Activity
Pembroke Addition and Pembroke 2nd Addition
PEC File Nos. 32/34-93633/1/2-042

Dear Mr. Finn:

On behalf of Socora Village Company, we hereby submit an Application for NPDES Permit for the referenced additions.

The documentation enclosed is as follows:

- Form 1.
- Supplemental Information.
- Drainage Plan.
- Grading Plan.
- Plats.

If there are nay questions, please advise.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Michael W. Berry, P.E.
Manager
Land Development Division

MWB:st

Encl.

cc: Socora Village Co. w/o encl.
Chris Breitenstein, City Engineer's Office

Please print or type in the unshaded areas only
(fill-in areas are spaced for elite type, i.e., 12 characters/inch).

Form Approved. OMB No. 2040-0086 Approval expires 7-31-88

FORM 1 GENERAL	U.S. ENVIRONMENTAL PROTECTION AGENCY EPA GENERAL INFORMATION <i>Consolidated Permits Program</i> <i>(Read the "General Instructions" before starting.)</i>	EPA I.D. NUMBER <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; text-align: center;">5</td> <td style="width:10%; text-align: center;">6</td> <td style="width:10%; text-align: center;">7</td> <td style="width:10%; text-align: center;">8</td> <td style="width:10%; text-align: center;">9</td> <td style="width:10%; text-align: center;">10</td> <td style="width:10%; text-align: center;">11</td> <td style="width:10%; text-align: center;">12</td> <td style="width:10%; text-align: center;">13</td> <td style="width:10%; text-align: center;">14</td> <td style="width:10%; text-align: center;">15</td> </tr> <tr> <td colspan="10" style="text-align: center;">F NOT REQUIRED</td> </tr> <tr> <td colspan="10" style="text-align: right;">D</td> </tr> </table>	5	6	7	8	9	10	11	12	13	14	15	F NOT REQUIRED										D									
5	6	7	8	9	10	11	12	13	14	15																							
F NOT REQUIRED																																	
D																																	
LABEL ITEMS I. EPA I.D. NUMBER III. FACILITY NAME V. FACILITY MAILING ADDRESS VI. FACILITY LOCATION	PLEASE PLACE LABEL IN THIS SPACE	GENERAL INSTRUCTIONS If a preprinted label has been provided, affix it in the designated space. Review the information carefully; if any of it is incorrect, cross through it and enter the correct data in the appropriate fill-in area below. Also, if any of the preprinted data is absent (the area to the left of the label space lists the information that should appear), please provide it in the proper fill-in area(s) below. If the label is complete and correct, you need not complete items I, III, V, and VI (except VI-B which must be completed regardless). Complete all items if no label has been provided. Refer to the instructions for detailed item descriptions and for the legal authorizations under which this data is collected.																															

II. POLLUTANT CHARACTERISTICS

INSTRUCTIONS: Complete A through J to determine whether you need to submit any permit application forms to the EPA. If you answer "yes" to any questions, you must submit this form and the supplemental form listed in the parenthesis following the question. Mark "X" in the box in the third column if the supplemental form is attached. If you answer "no" to each question, you need not submit any of these forms. You may answer "no" if your activity is excluded from permit requirements; see Section C of the instructions. See also, Section D of the instructions for definitions of bold-faced terms.

SPECIFIC QUESTIONS	MARK 'X'			SPECIFIC QUESTIONS	MARK 'X'		
	YES	NO	FORM ATTACHED		YES	NO	FORM ATTACHED
A. Is this facility a publicly owned treatment works which results in a discharge to waters of the U.S.? (FORM 2A)		X		B. Does or will this facility (either existing or proposed) include a concentrated animal feeding operation or aquatic animal production facility which results in a discharge to waters of the U.S.? (FORM 2B)		X	
C. Is this a facility which currently results in discharges to waters of the U.S. other than those described in A or B above? (FORM 2C)		X		D. Is this a proposed facility (other than those described in A or B above) which will result in a discharge to waters of the U.S.? (FORM 2D)		X	
E. Does or will this facility treat, store, or dispose of hazardous wastes? (FORM 3)		X		F. Do you or will you inject at this facility industrial or municipal effluent below the lowermost stratum containing, within one quarter mile of the well bore, underground sources of drinking water? (FORM 4)		X	
G. Do you or will you inject at this facility any produced water or other fluids which are brought to the surface in connection with conventional oil or natural gas production, inject fluids used for enhanced recovery of oil or natural gas, or inject fluids for storage of liquid hydrocarbons? (FORM 4)		X		H. Do you or will you inject at this facility fluids for special processes such as mining of sulfur by the Frasch process, solution mining of minerals, in situ combustion of fossil fuel, or recovery of geothermal energy? (FORM 4)		X	
I. Is this facility a proposed stationary source which is one of the 28 industrial categories listed in the instructions and which will potentially emit 100 tons per year of any air pollutant regulated under the Clean Air Act and may affect or be located in an attainment area? (FORM 5)		X		J. Is this facility a proposed stationary source which is NOT one of the 28 industrial categories listed in the instructions and which will potentially emit 250 tons per year of any air pollutant regulated under the Clean Air Act and may affect or be located in an attainment area? (FORM 5)		X	

III. NAME OF FACILITY

C	1	SKIP	PEMBROOK AND PEMBROOK SECOND ADDITIONS
---	---	------	--

IV. FACILITY CONTACT

A. NAME & TITLE (last, first, & title)		B. PHONE (area code & no.)			
C	2	CHAMBERS, LARRY A., PRESIDENT	316	263	3201

V. FACILITY MAILING ADDRESS

A. STREET OR P.O. BOX			
C	3	104 SOUTH BROADWAY, SUITE 200	
B. CITY OR TOWN		C. STATE	D. ZIP CODE
C	4	WICHITA	KS 67202

VI. FACILITY LOCATION

A. STREET, ROUTE NO. OR OTHER SPECIFIC IDENTIFIER			
C	5	NW 1/4, SECTION 1, T27S, R1E	
B. COUNTY NAME			
SEDGWICK			
C. CITY OR TOWN		D. STATE	E. ZIP CODE
C	6	WICHITA	KS 67220
F. COUNTY CODE (if known)			

PEMBROOK AND PEMBROOK 2ND ADDITIONS
PEC File No. 36-93339-3104

1. For location, see maps enclosed.
2. The total development area is 43 acres, and the total disturbed area is 35 acres.
3. No local or state erosion and sediment control regulations are in effect. Construction is to be performed in accordance with standard local practice. For example, street and drainage construction is to be performed in accordance with Section 903, Seeding, and Section 904, Erosion and Pollution Control, in "Standard Specification for State Road and Bridge Construction, Kansas Department of Transportation, Edition 1990." Provisions have been made for temporary seeding, for inlet sediment protection, and for hay bales if field conditions warrant.
4. No local or state erosion and sediment control regulations are in effect. Upon completion of construction, the disturbed area adjacent to the stream will be seeded, fertilized, and mulched, and stone riprap and concrete headwalls will be constructed at the storm sewer outlets. In addition, all private lawns will be seeded or sodded upon completion of residential construction.
5. The runoff coefficient for single-family residential areas of this type is estimated to be 0.48 to 0.64. The total anticipated impervious area is estimated to be 10 acres, or 23% of the site. All embankment materials will be soil excavated on site. The soils are clays and clay loams.
6. The receiving water is on an unnamed tributary to the East Fork Chisholm Creek.

7.5 MINUTE SERIES (TOPOGRAPHIC)

17°30' 2 350 000 FEET

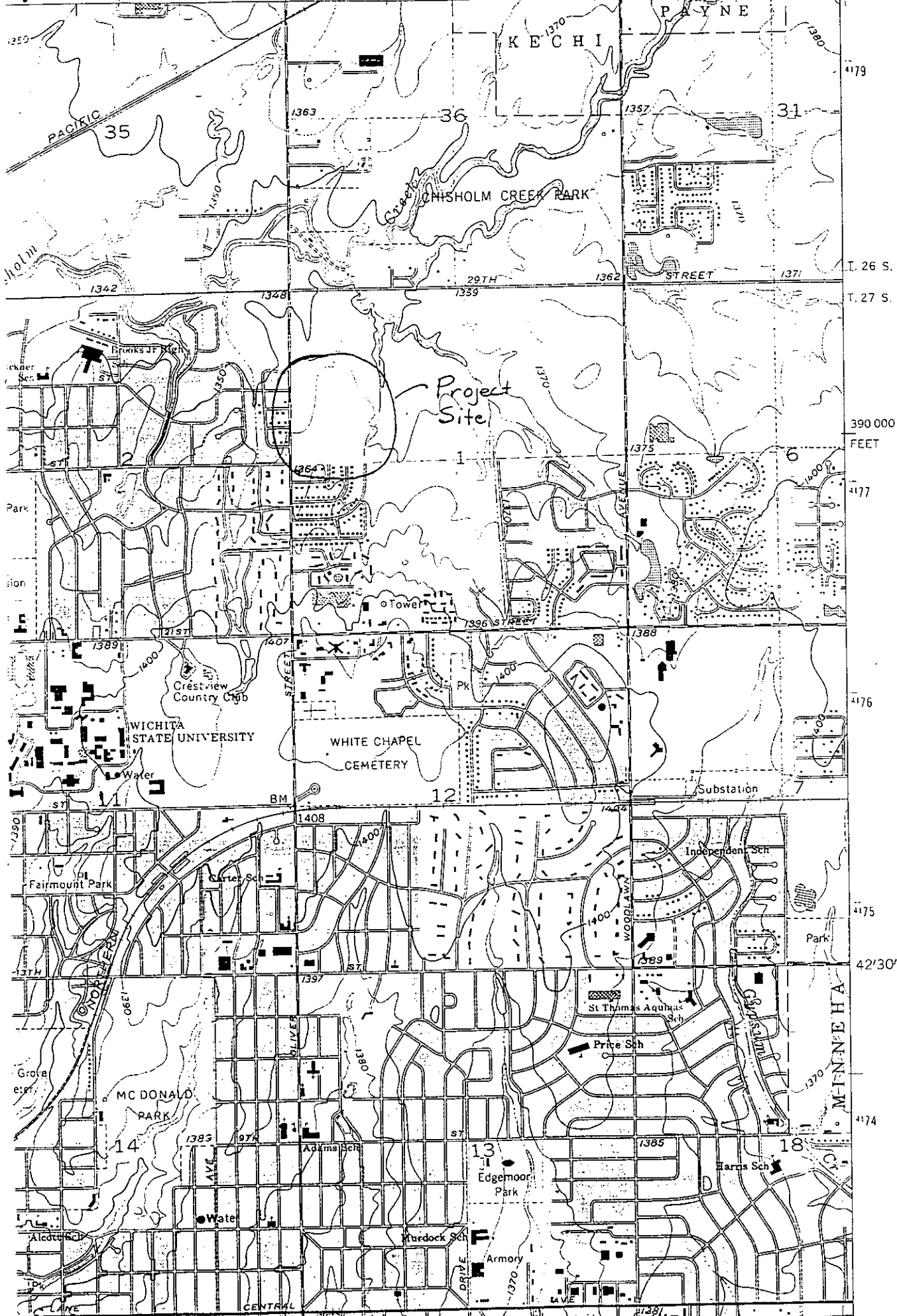
KECHI 3.2 MI. 652

R. 1 E. R. 2 E.

654

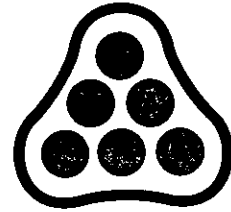
97°15'

37°45'



March 23, 1994

Mr. Kelly P. Finn
Environmental Engineer
Industrial Programs Section
Bureau of Water
Kansas Department of Health & Environment
Forbes Field, Bldg. 740
Topeka, KS 66620-0001



PROFESSIONAL
ENGINEERING
CONSULTANTS
PROFESSIONAL ASSOCIATION

Reference: Stormwater Application for Construction Activity
Socora Village
PEC File Nos. 32/34-94012-0/1/2-042

Dear Mr. Finn:

On behalf of Socora Village Company, we hereby submit an Application for NPDES Permit for the referenced addition.

The documentation enclosed is as follows:

- Form 1.
- Supplemental Information.
- Drainage Plan.
- Detailed Grading Plan.
- Plat.

If there are any questions, please advise.

Very truly yours,

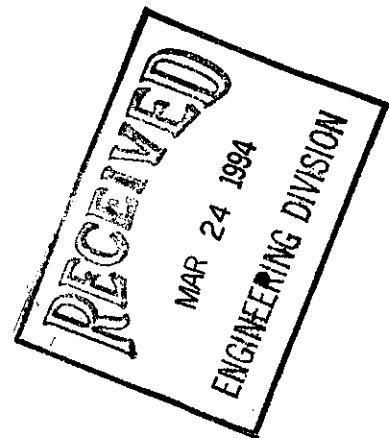
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Michael W. Berry, P.E.
Manager
Land Development Division

MWB:st

Encl.: (5)

cc: Socora Village Co. w/o maps
V.R. Huang, P.E., City Engineer's Office w/o maps



DIRECTORS: / D.E. MALTBE, P.E. / W.H. KLTNER, P.E. / R.D. PLETCHER, P.E. / M.D. SCHOMAKER, P.E. / G.D. SCHOCK, P.E.
J.H. BAILEY, P.E., PH.D. / D.I. NORTON, P.E. / B.E. REMSBERG, P.E. / G.K. GREENWOOD, P.E. / D.E. HAGER, P.E.
ASSOCIATE DIRECTORS: / G.L. ADAMS, P.E.

303 S. TOPEKA
WICHITA, KANSAS 67202
(316) 262-2691
FAX (316) 262-3003

SOCORA VILLAGE
Supplemental Information

1. For location, see enclosed maps.
2. The total development area is 54 acres, and the disturbed area is 43 acres.
3. No local or state erosion and sediment control regulations are in effect. Construction is to be performed in accordance with standard local practice. Provisions have been made for temporary seeding, for inlet sediment protection, and for hay bales if field conditions warrant.
4. No local or state erosion and sediment control regulations are in effect. Upon completion of construction, the disturbed areas will be seeded, fertilized, and mulched. In addition, all private lawns will be seeded or sodded upon completion of residential construction.
5. The runoff coefficient for single-family residential developments such as this is estimated to be 0.50 to 0.67. The anticipated impervious area is 21 acres, or 38% of the site. The soils are clay loam's.
6. The receiving water is City of Wichita storm sewer feeding the Big Slough.

Please print or type in the unshaded areas only
(fill-in areas are spaced for elite type, i.e., 12 characters/inch).

Form Approved. OMB No. 2040-0086 Approval expires 7-31-88

FORM 1	U.S. ENVIRONMENTAL PROTECTION AGENCY GENERAL INFORMATION <i>Consolidated Permits Program</i> <small>(Read the "General Instructions" before starting.)</small>	I. EPA I.D. NUMBER
		NOT REQUIRED
GENERAL		D

LABEL ITEMS

I. EPA I.D. NUMBER

III. FACILITY NAME

V. FACILITY MAILING ADDRESS

VI. FACILITY LOCATION

PLEASE PLACE LABEL IN THIS SPACE

GENERAL INSTRUCTIONS

If a preprinted label has been provided, affix it in the designated space. Review the information carefully; if any of it is incorrect, cross through it and enter the correct data in the appropriate fill-in area below. Also, if any of the preprinted data is absent (the area to the left of the label space lists the information that should appear), please provide it in the proper fill-in area(s) below. If the label is complete and correct, you need not complete items I, III, V, and VI (except VI-B which must be completed regardless). Complete all items if no label has been provided. Refer to the instructions for detailed item descriptions and for the legal authorizations under which this data is collected.

II. POLLUTANT CHARACTERISTICS

INSTRUCTIONS: Complete A through J to determine whether you need to submit any permit application forms to the EPA. If you answer "yes" to any questions, you must submit this form and the supplemental form listed in the parenthesis following the question. Mark "X" in the box in the third column if the supplemental form is attached. If you answer "no" to each question, you need not submit any of these forms. You may answer "no" if your activity is excluded from permit requirements; see Section C of the instructions. See also, Section D of the instructions for definitions of bold-faced terms.

SPECIFIC QUESTIONS	MARK 'X'			SPECIFIC QUESTIONS	MARK 'X'		
	YES	NO	FORM ATTACHED		YES	NO	FORM ATTACHED
A. Is this facility a publicly owned treatment works which results in a discharge to waters of the U.S.? (FORM 2A)		X		B. Does or will this facility (either existing or proposed) include a concentrated animal feeding operation or aquatic animal production facility which results in a discharge to waters of the U.S.? (FORM 2B)		X	
C. Is this a facility which currently results in discharges to waters of the U.S. other than those described in A or B above? (FORM 2C)		X		D. Is this a proposed facility (other than those described in A or B above) which will result in a discharge to waters of the U.S.? (FORM 2D)		X	
E. Does or will this facility treat, store, or dispose of hazardous wastes? (FORM 3)		X		F. Do you or will you inject at this facility industrial or municipal effluent below the lowermost stratum containing, within one quarter mile of the well bore, underground sources of drinking water? (FORM 4)		X	
G. Do you or will you inject at this facility any produced water or other fluids which are brought to the surface in connection with conventional oil or natural gas production, inject fluids used for enhanced recovery of oil or natural gas, or inject fluids for storage of liquid hydrocarbons? (FORM 4)		X		H. Do you or will you inject at this facility fluids for special processes such as mining of sulfur by the Frasch process, solution mining of minerals, in situ combustion of fossil fuel, or recovery of geothermal energy? (FORM 4)		X	
I. Is this facility a proposed stationary source which is one of the 28 industrial categories listed in the instructions and which will potentially emit 100 tons per year of any air pollutant regulated under the Clean Air Act and may affect or be located in an attainment area? (FORM 5)		X		J. Is this facility a proposed stationary source which is NOT one of the 28 industrial categories listed in the instructions and which will potentially emit 250 tons per year of any air pollutant regulated under the Clean Air Act and may affect or be located in an attainment area? (FORM 5)		X	

III. NAME OF FACILITY

1	SKIP	Socora Village Addition
---	------	-------------------------

IV. FACILITY CONTACT

2	A. NAME & TITLE (last, first, & title)	B. PHONE (area code & no.)
	Chambers, Larry A., President	316 263 3201

V. FACILITY MAILING ADDRESS

3	A. STREET OR P.O. BOX	B. CITY OR TOWN	C. STATE	D. ZIP CODE
	104 S. Broadway, Suite 200	Wichita	KS	67202

VI. FACILITY LOCATION

5	A. STREET, ROUTE NO. OR OTHER SPECIFIC IDENTIFIER	B. COUNTY NAME	C. CITY OR TOWN	D. STATE	E. ZIP CODE	F. COUNTY CODE (if known)
	SW 1/4 Sec 9 T27S R1W	Sedgwick	Wichita	KS	67205	

CONTINUED FROM THE FRONT

VII. SIC CODES (4-digit, in order of priority)

A. FIRST		B. SECOND	
7 1521 (specify)	Single-Family Residential Const.	7 1611 (specify)	Street Construction
C. THIRD		D. FOURTH	
7 1623 (specify)	Utility Const.	7 (specify)	

VIII. OPERATOR INFORMATION

A. NAME		B. Is the name listed in Item VIII-A also the owner? <input type="checkbox"/> YES <input type="checkbox"/> NO
8		
C. STATUS OF OPERATOR (Enter the appropriate letter into the answer box; if "Other", specify.)		D. PHONE (area code & no.)
F - FEDERAL S - STATE P - PRIVATE	M - PUBLIC (other than federal or state) O - OTHER (specify)	
E. STREET OR P.O. BOX		
F. CITY OR TOWN	G. STATE	H. ZIP CODE
		IX. INDIAN LAND Is the facility located on Indian lands? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

C. EXISTING ENVIRONMENTAL PERMITS

A. NPDES (Discharges to Surface Water)		D. PSD (Air Emissions from Proposed Sources)	
N	None	9 P	None
B. UIC (Underground Injection of Fluids)		E. OTHER (specify)	
U	None	9	None (specify)
C. RCRA (Hazardous Wastes)		E. OTHER (specify)	
R	None	9	None (specify)

I. MAP
 Attach to this application a topographic map of the area extending to at least one mile beyond property boundaries. The map must show the outline of the facility, the location of each of its existing and proposed intake and discharge structures, each of its hazardous waste treatment, storage, or disposal facilities, and each well where it injects fluids underground. Include all springs, rivers and other surface water bodies in the map area. See instructions for precise requirements.

II. NATURE OF BUSINESS (provide a brief description)

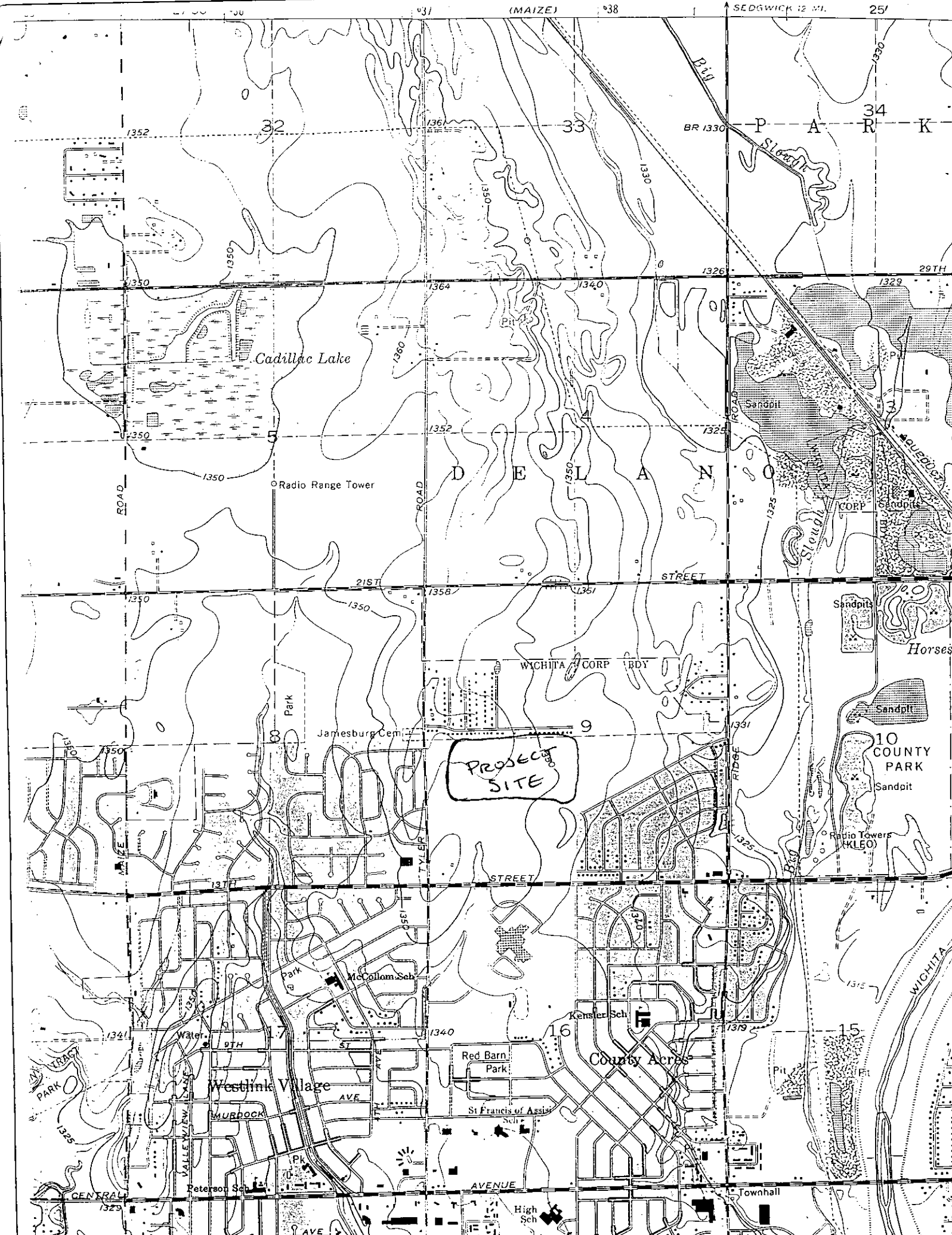
Developer of a single-family residential development in the Southwest Quarter, Section 9, Township 27 South, Range 1 West, Wichita Sedgwick County, Kansas.

III. CERTIFICATION (see instructions)

certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

NAME & OFFICIAL TITLE (type or print)	B. SIGNATURE	C. DATE SIGNED
Larry A. Chambers, President Socora Village Company	<i>Larry A. Chambers</i>	3/21/94

COMMENTS FOR OFFICIAL USE ONLY



(MAIZE)

SEDGWICK 12 MI.

1352

32

1364

33

BR 1330

P

A

R

K

34

1350

Cadillac Lake

1364

1340

1326

29TH

1350

Radio Range Tower

1352

D E L A N O

1325

1329

1350

1350

1358

1351

STREET

WICHITA CORP BDY

Sandpits

Horses

Sandpits

10 COUNTY PARK

Sandpit

PROJECT SITE

Radio Towers (KLEO)

1350

Jamesburg Cem

1358

STREET

1331

1370

Park

McCullom Sch

1352

16

County Acres

1325

15

WICHITA

1341

Water

Westlink Village

1340

Red Barn Park

St Francis of Assisi Sch

1319

1325

MURDOCK AVE

Peterson Sch

High Sch

Townhall

1329

CENTRAL

