



DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 384TH COMBAT SUPPORT GROUP (SAC)
MCCONNELL AIR FORCE BASE, KANSAS 67221-5000

4 OCT 1990

Baughman Company, P. A.
Attn: Mr Ruggles
315 Ellis
Wichita, KS. 67211

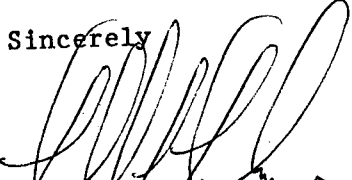
Dear Mr Ruggles

My engineering staff has reviewed with me the 21 Aug 90 Drainage Plan Report for Towne Parc 3rd Addition and Future Additions which you recently presented to them.

The runoff detention pond shown on your concept drawing on a 3.33 acre tract of McConnell's property at the northeast corner of our military housing area will also provide a small recreational park area according to your presentation. Such a concept may prove beneficial to both McConnell and Towne Parc 3rd Addition in controlling flooding potential and providing recreational opportunities. Therefore, we will consider sale of the 3.33 acres to make such a concept possible.

Please keep us informed of progress on this development proposal and do not hesitate to contact my staff should you need additional information.

Sincerely


HERBERT C. HAWKINS III, Col, USAF
Commander

WILLIAM L. KOPFER, L.S.

H. BRENT WOOLFE, P.E.



BAUGHMAN COMPANY, P.A.

SURVEYING & ENGINEERING

316/262-7271 • 315 ELLIS • WICHITA, KANSAS 67211

April 5, 1991

Sandy Kurt
Realty Officer
McConnell AFB
Wichita KS 67221

Dear Sandy,

Pursuant to our telephone conversation this week regarding the Towne Parc residential development, I am enclosing herewith additional information. The attached sheet indicates the proposed easement required in order to connect the discharge pipe from the proposed detention pond to the existing storm sewer system.

Please forward this information to the appropriate office to assure that this easement is included in the documents that are being prepared for the perpetual easement for the detention pond.

Thank you for your assistance. Please call if you have any questions.

Sincerely,

Thomas C. Ruggles, P.E.

N 1/16 Cor., SW 1/4
Found 2" Iron Pipe
N89°20'46"E 1,322.57'

Center Sec. 5
Found 3/4" Iron Pipe

N89°25'56"E 2,640.25'

Existing storm
sewer inlet - center
is 130' south and
50' west of N.E.
corner of Tract 114

Proposed easement
approx. 30' x 80'
for 21" storm sewer
discharge pipe from
detention pond on
Tract 181

240.00'

TRACT 181

1,015.17'
50°40'31"E

1,325.24'

TRACT 144

50°40'31"E
335.00'

105.00'
589°24'52"W

E 1/16 Cor., SW 1/4
No monument

E 1/16 Cor., SE 1/4
No monument

N89°24'52"E 2,635.55'

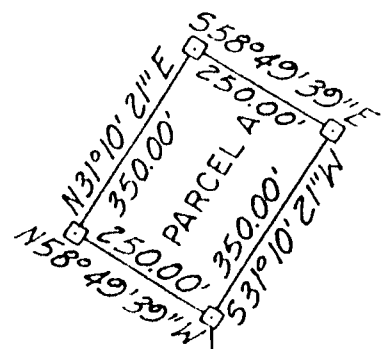
TRACT 145

135.00'
589°24'52"W

COMMON SCHOOL DISTRICT
#6

50°40'31"E
475.00'

N89°24'52"E
696.00'



TRACT 146

TRACT 178
325.02'
50°40'31"E

336.00'
589°23'47"W
60.00'
589°23'47"W

1,325.24'

50°40'31"E
50.95'
50°40'31"E
449.05'

N0°46'42"W
705.06'

2,584.12'

W
39.00'

Street

589°23'47"W 2,630.84'

14



DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
700 FEDERAL BUILDING
KANSAS CITY, MISSOURI 64106-2896

REPLY TO
ATTENTION OF:

May 7, 1991

Management and Disposal Branch

IMMEDIATE RIGHT-OF-ENTRY
No. DACA41-3-91-531

SUBJECT: McConnell Air Force Base, Kansas; Proposed Easement
No. DACA41-2-91-532

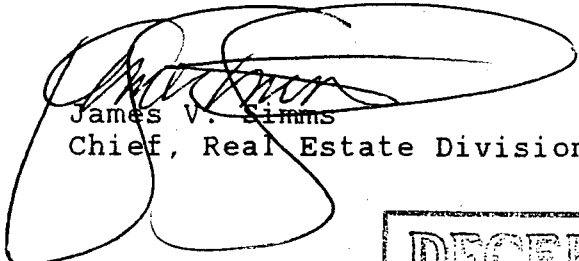
Mr. Michael Lindebak
Department of Public Works
Engineering Division
City Hall - 7th Floor
455 North Main Street
Wichita, Kansas 67202

Dear Mr. Lindebak:

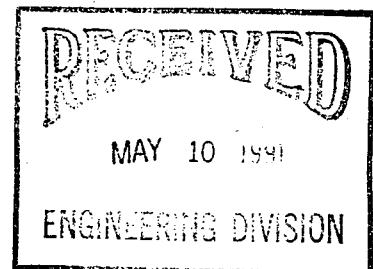
Enclosed is a copy of Proposed Easement No. DACA41-2-91-532 for right-of-way for construction, use, operation, maintenance and/or repair of a storm water detention pond located within McConnell Air Force Base, Kansas. This right-of-entry is subject to the provisions and conditions of Proposed Easement No. DACA41-2-91-532, and other special conditions which the Government may determine and incorporate in the final easement as are reasonable and proper to protect its interest. This right-of-entry will, when accepted on behalf of the City of Wichita, Kansas, remain in effect pending execution of the easement.

If the proposed easement and the right-of-entry are acceptable, please so state and have the appropriate official of your organization date and sign one copy of this letter. Please have someone, other than the individual that signed this letter, complete, date, and sign all copies of the Certificate of Authority. Please forward all documentation to this office. If changes are made, a final draft of the easement will be furnished for your approval. If no changes are made, an executed copy of the easement will be furnished for your files at a later date.

Sincerely,

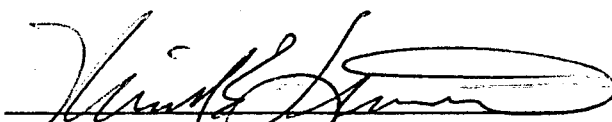

James V. Simms
Chief, Real Estate Division

Enclosures



Because of the urgency requiring the City of Wichita to proceed in advance of completion of negotiation, processing, execution, and delivery of the formal instrument, the City of Wichita further agrees to accept and be bound in the formal instrument to such other special conditions which the Government may determine and incorporate therein, as is reasonable and proper to protect its interests.

City of Wichita, Kansas

BY: 
Michael E. Lindebak
TITLE: City Engineer

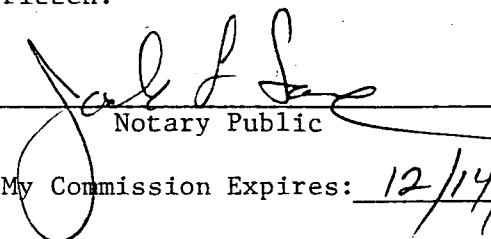
STATE OF KANSAS)
SEDGWICK COUNTY) ss

BE IT REMEMBERED, That on this 6th day of March, 1992 came
Michael E. Lindebak

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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




Notary Public
My Commission Expires: 12/14/94

DEPARTMENT OF THE AIR FORCE

EASEMENT FOR RIGHT OF WAY

(PIPE LINE)

ON MCCONNELL AIR FORCE BASE, KANSAS

DACA41-2-91-532

THE SECRETARY OF THE AIR FORCE, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interest of the United States in the property affected thereby, hereby grants to the City of Wichita, Kansas, with principal office at City Hall, 455 North Main Street, Wichita, Kansas 67202,

hereinafter designated as the grantee, for a period not exceeding

~~()~~ years from the date hereof, an easement for a right of way for

an easement in perpetuity, but revocable at will by the Secretary or duly authorized representative;

over, across, in and upon land of the United States at the location shown in red on Exhibit

"A" attached hereto and made a part hereof, and more particularly described as follows:

The north 605 feet of the west 240 feet of the NW1/4 of the SE1/4 of Section 5, Township 28 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas.

And also, the south 30' of the north 145' of the east 80' of the SW1/4 of Sec. 5, Township 28 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas.

THIS EASEMENT is granted subject to the following conditions:

1. The grantee shall pay to the United States compensation in the amount of (\$) per annum, payable in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to

2. The installation and/or operation and maintenance of said ^{pond} ~~line~~ shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer of the Air Force having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.

3. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such ^{reasonable} rules and regulations as the said officer may from time to time prescribe.

4. The grantee shall supervise the said ^{pond} ~~line~~ and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

5. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said ~~line~~ ^{pond}.

9. That the grantee shall furnish through said ^{pond} ~~line~~ such service as may be required from time to time for governmental purposes on said land, provided that payment for all such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

10. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said ~~line~~ shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

11. This easement may be terminated by the Secretary of the Air Force upon reasonable notice to the grantee if the Secretary of the Air Force shall determine that the right of way

hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Air Force for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Air Force may indicate, remove the said pond from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said pond and so restore the premises, the United States shall have the option either to take over the said pond as the property of the United States, without compensation therefor, or to remove the said pond and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

~~This easement is not subject to Title 10, United States Code, Section 2662.~~

~~IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Air Force this~~ ~~direction~~ ~~day of~~ ~~, 49~~

15. That the grantee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances and regulations of the state, county and municipality wherein the premises are located.

16. That the licensee shall not discriminate against any person or persons because of race, color, religion, sex, age, handicap, or national origin in the conduct of its operations hereunder. The licensee by acceptance of this license hereby gives assurance that the licensee will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 United States Code Section 2000d); the Rehabilitation Act of 1973, as amended (29 United States Code Section 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 Combined Federal Register Part 300) issued as Department of Defense Directive 5500.11, December 28, 1964. This assurance shall be binding on the licensee, the licensee's agents, successors, transferees, sublessees and assignees.

17. That the grantee shall not unlawfully pollute the air, ground, or water or create a public nuisance. The grantee shall at no cost to the United States promptly comply with present and future Federal, state and local laws, ordinances, regulations, or instructions controlling the quality of the environment. This does not affect the grantee's right to contest their validity or enjoin their applicability.

18. That the grantee will use all reasonable means available to protect the environment and natural resources from damage arising from this easement of activities incident to it, and where damage nonetheless occurs, the grantee shall be liable to restore the damaged resources.

19. That if the grantee discovers military contamination on the premises, the grantee shall immediately stop work and request guidance from said officer before proceeding.

20. That the grantee shall comply with the Solid Waste Disposal Act of 1966, as amended, (42 United States Code 6901, et. seq.) and Executive Order 12088, Federal Compliance with Pollution Control Standard (1978). The disposal of hazardous waste within the easement area is specifically PROHIBITED. The storage or disposal of non-Department of Defense owned toxic or hazardous materials within the easement area is specifically PROHIBITED.

21. That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

22. The grantee shall be responsible for maintenance and repair, snow removal, grass cutting, vegetation control, and other services in relation to the use and maintenance of the property.

23. The facilities will not be used to house other commercial enterprises or government instrumentalities.

24. All portions of the granted property shall at all times be protected and maintained in good order and condition by and at the expense of the grantee.

25. The grantee shall neither transfer not assign this easement or any property on the demised premises, not sublet the demised premises or any part thereof or any property thereon, not grant any interest, privilege, or permit whatsoever in connection with this easement without permission in writing from the "said officer".

Prior to execution of this easement, the granting clause and Conditions 2, 3, 4, 8, 9, 10, and 12 were modified, Conditions 1, 10, and 11, were deleted and 15 through 25 were added on pages 4 and 5, which are attached hereto and by this reference made a part hereof.

This easement is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 1991, by authority of the Secretary of the Air Force.

JAMES V. SIMMS
Chief, Real Estate Division

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this ____ day of _____, 1991, before me, a Notary Public in and for said county, personally came Mr. James V. Simms, who is personally known to be the identical person whose name is affixed to the above instrument, by Authority of the Secretary of the Air Force, and he acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of the United States.

Witness my hand and notarial seal the date last aforesaid.

My commission expires on the ____ day of _____, 199_.

RESTRICTIVE COVENANT

THIS DECLARATION made this 22nd day of January, 1992, by I.T.J. Investments, Inc., hereinafter called Declarant,

WITNESSETH

WHEREAS, the Declarant is the owner of the following described property:

The east 64 feet of the west 304 feet of the north 500 feet of the S.E.1/4 of Section 5, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; hereinafter to be called TRACT "A";

and,

WHEREAS, TRACT "A" abuts the following described property:

The north 605 feet of the west 240 feet of the N.W. 1/4 of the S.E.1/4 of aforesaid Section 5; hereinafter to be called TRACT "B";

and,

WHEREAS, TRACTS "A" and "B" have been designated as easements for drainage purposes, by separate instruments;

and,

WHEREAS, the declarant is desirous that various provisions for the maintenance and responsibility for the maintenance of TRACTS "A" and "B" be placed of record.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That the Declarant, at its sole cost and expense, shall maintain TRACTS "A" and "B", including but not limited to debris removal.
2. That it hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon TRACTS "A" and "B", for the purpose of maintaining said areas. This easement is conditioned upon the following event or events occurring:

A. That the Declarant has failed to maintain said areas in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant and the Declarant has not responded in initiating corrective action within 30 days of such notice.

If the governing body has taken action to maintain said areas under this covenant, the Declarant shall pay promptly the costs expended. If the costs are not paid within 30 days of the rendering of an account, the costs shall be considered an assessment against TRACT "A" and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owners, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to TRACT "A". This covenant shall remain in effect until the owner of TRACT "A" has been notified in writing by the appropriate governing body that maintenance responsibility has been assumed by that governing body.

EXECUTED the day and year first above written.

I.T.J. Investments, Inc.

By Irma N. Jacoby
Irma N. Jacoby

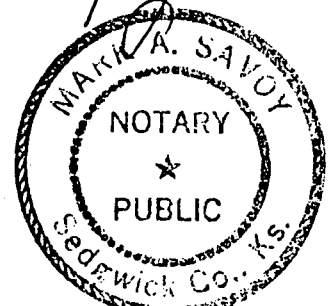
STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this 22nd day of January, 1992, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Irma N. Jacoby, President of I.T.J. Investments, 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(My commission expires: 16 May 1992)

Mark A. Savoy
Mark A. Savoy





DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
700 FEDERAL BUILDING
KANSAS CITY, MISSOURI 64106-2896

REPLY TO
ATTENTION OF:

May 7, 1991

Management and Disposal Branch

IMMEDIATE RIGHT-OF-ENTRY
No. DACA41-3-91-531

SUBJECT: McConnell Air Force Base, Kansas; Proposed Easement
No. DACA41-2-91-532

Mr. Michael Lindebak
Department of Public Works
Engineering Division
City Hall - 7th Floor
455 North Main Street
Wichita, Kansas 67202

Dear Mr. Lindebak:

Enclosed is a copy of Proposed Easement No. DACA41-2-91-532 for right-of-way for construction, use, operation, maintenance and/or repair of a storm water detention pond located within McConnell Air Force Base, Kansas. This right-of-entry is subject to the provisions and conditions of Proposed Easement No. DACA41-2-91-532, and other special conditions which the Government may determine and incorporate in the final easement as are reasonable and proper to protect its interest. This right-of-entry will, when accepted on behalf of the City of Wichita, Kansas, remain in effect pending execution of the easement.

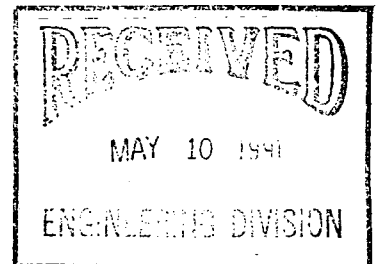
If the proposed easement and the right-of-entry are acceptable, please so state and have the appropriate official of your organization date and sign one copy of this letter. Please have someone, other than the individual that signed this letter, complete, date, and sign all copies of the Certificate of Authority. Please forward all documentation to this office. If changes are made, a final draft of the easement will be furnished for your approval. If no changes are made, an executed copy of the easement will be furnished for your files at a later date.

Sincerely,

*Does this allow construction
to begin as soon as the
City signs?*

Enclosures

[Signature]
James V. Simms
Chief, Real Estate Division



Because of the urgency requiring the City of Wichita to proceed in advance of completion of negotiation, processing, execution, and delivery of the formal instrument, the City of Wichita further agrees to accept and be bound in the formal instrument to such other special conditions which the Government may determine and incorporate therein, as is reasonable and proper to protect its interests.

City of Wichita, Kansas

BY: _____

TITLE: _____

CERTIFICATE OF AUTHORITY

I, _____, hereby certify that I am the _____ of the City of Wichita, Kansas the city described in and which executed the foregoing agreement with the United States of America; that said city is organized under the laws of the State of Kansas; that the city seal affixed to said instrument is the seal of said city; that _____, who executed said agreement as _____ of said city was then _____ of said company and has been duly authorized to execute said instrument on behalf of said city; that I know the signature of said _____ and that the signature affixed to subject instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said city this _____ day of _____, 1991.

Title in full

SEAL

2. The installation and/or operation and maintenance of said ~~line~~^{pond} shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer of the Air Force having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.

3. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such ^{reasonable} rules and regulations as the said officer may from time to time prescribe.

4. The grantee shall supervise the said ~~line~~^{pond} and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. ~~Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.~~

5. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said ~~line~~^{pond}.

9. That the grantee shall furnish through said ~~line~~^{pond} such service as may be required from time to time for governmental purposes on said land, provided that payment for all such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

10. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said line shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) ~~days~~^{days} after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

11. This easement may be terminated by the Secretary of the Air Force upon reasonable notice to the grantee if ~~the Secretary of the Air Force shall determine that the right of way~~^{THIS DOCUMENT IS UNCLASSIFIED}

hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Air Force for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Air Force may indicate, remove the said pond from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said pond and so restore the premises, the United States shall have the option either to take over the said pond as the property of the United States, without compensation therefor, or to remove the said pond and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

~~This easement is not subject to Title 10, United States Code, Section 2662.~~

~~IN WITNESS WHEREOF I have hereto set my hand by authority of the Secretary of the Air Force this~~ ^{direction} ~~day of~~ ^{, 19}

15. That the grantee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances and regulations of the state, county and municipality wherein the premises are located.

16. That the licensee shall not discriminate against any person or persons because of race, color, religion, sex, age, handicap, or national origin in the conduct of its operations hereunder. The licensee by acceptance of this license hereby gives assurance that the licensee will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 United States Code Section 2000d); the Rehabilitation Act of 1973, as amended (29 United States Code Section 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 Combined Federal Register Part 300) issued as Department of Defense Directive 5500.11, December 28, 1964. This assurance shall be binding on the licensee, the licensee's agents, successors, transferees, sublessees and assignees.

17. That the grantee shall not unlawfully pollute the air, ground, or water or create a public nuisance. The grantee shall at no cost to the United States promptly comply with present and future Federal, state and local laws, ordinances, regulations, or instructions controlling the quality of the environment. This does not affect the grantee's right to contest their validity or enjoin their applicability.

18. That the grantee will use all reasonable means available to protect the environment and natural resources from damage arising from this easement of activities incident to it, and where damage nonetheless occurs, the grantee shall be liable to restore the damaged resources.

19. That if the grantee discovers military contamination on the premises, the grantee shall immediately stop work and request guidance from said officer before proceeding.

20. That the grantee shall comply with the Solid Waste Disposal Act of 1966, as amended, (42 United States Code 6901, et. seq.) and Executive Order 12088, Federal Compliance with Pollution Control Standard (1978). The disposal of hazardous waste within the easement area is specifically PROHIBITED. The storage or disposal of non-Department of Defense owned toxic or hazardous materials within the easement area is specifically PROHIBITED.

21. That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

22. The grantee shall be responsible for maintenance and repair, snow removal, grass cutting, vegetation control, and other services in relation to the use and maintenance of the property. *

23. The facilities will not be used to house other commercial enterprises or government instrumentalities.

24. All portions of the granted property shall at all times be protected and maintained in good order and condition by and at the expense of the grantee. *

25. The grantee shall neither transfer not assign this easement or any property on the demised premises, not sublet the demised premises or any part thereof or any property thereon, not grant any interest, privilege, or permit whatsoever in connection with this easement without permission in writing from the "said officer" * *except that required maintenance may be performed by others under terms of covenant between City and homeowners assn.* Prior to execution of this easement, the granting clause and Conditions 2, 3, 4, 8, 9, 10, and 12 were modified, Conditions 1, 10, and 11, were deleted and 15 through 25 were added on pages 4 and 5, which are attached hereto and by this reference made a part hereof.

This easement is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 1991, by authority of the Secretary of the Air Force.

JAMES V. SIMMS
Chief, Real Estate Division

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this ____ day of _____, 1991, before me, a Notary Public in and for said county, personally came Mr. James V. Simms, who is personally known to be the identical person whose name is affixed to the above instrument, by Authority of the Secretary of the Air Force, and he acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of the United States.

Witness my hand and notarial seal the date last aforesaid.

My commission expires on the ____ day of _____, 199_.

CERTIFICATE OF AUTHORITY

I, _____, hereby certify that I am the _____ of the City of Wichita, Kansas the city described in and which executed the foregoing agreement with the United States of America; that said city is organized under the laws of the State of Kansas; that the city seal affixed to said instrument is the seal of said city; that _____, who executed said agreement as _____ of said city was then _____ of said company and has been duly authorized to execute said instrument on behalf of said city; that I know the signature of said _____ and that the signature affixed to subject instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said city this _____ day of _____, 1991.

Title in full

SEAL

I N T E R O F F I C E M E M O R A N D U M

Date: 01-Oct-1991 10:05am CD
From: Douglas J. Moshier
MOSHIER_D
Dept: Law
Tel No: 4681

TO: Mike Lindebak (LINDEBAK_M)
TO: Donald E. Schneider, P.E., L.S. (SCHNEIDER_D)

Subject: Towne Parc Easement from McConnell

I have reviewed Vickie Huang's memo of July 3, 1991, and the attachments relating to the proposed easement to be granted to the City for the construction of a detention pond to serve the Towne Parc Addition. The form of the easement is fine so long as the City receives some concurrent written assurance from the homeowner's association that it will be responsible for any costs associated with the City's obligations under the easement from the federal government.

If you have any further questions please let me know.

Tom Ruggles was provided a copy of this.

A.S.D.

I N T E R O F F I C E M E M O R A N D U M

Date: 01-Oct-1991 10:05am CD
From: Douglas J. Moshier
MOSHIER_D
Dept: Law
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If you have any further questions please let me know.

THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING

DATE: July 3, 1991

TO: Doug Moshier, Senior City Attorney

FROM: Vicky Huang, P.E., Subdivision Engineer

VH/cls

SUBJECT: Proposed easement dedication
on McConnell Air Force Base
property.

A few months ago, the developer of the Towne Parc Addition contacted McConnell Air Force Base about acquiring some property owned by the Air Force for the site of a detention pond to improve the drainage in the area. The response from the Air Force was positive, but it will take a long time to process the paper work for land sale. In the mean time, it was suggested that they dedicate the land to the City as a drainage easement as a temporary measure. We have received the attached document from the Air Force. Please review and comment so we may proceed with the approval, especially in regard to conditions 22, 24 and 25. Our understanding is that the home owner association will assume maintenance responsibilities once the pond is built.

Also, the legal description of the land needs to be expanded to include the South 30' of the North 145' of the East 80' of the SW 1/4 of Sec. 5, Township 28 South, Range 2 East of the 6th P.M.

Thank you for your review and comments.

VH:cls

**THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING**

DATE: September 20, 1991

TO: Doug Moshier, Senior Assistant City Attorney

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

SUBJECT: Easement from McConnell

Attached is a copy of a memorandum to you from Vicky Huang concerning the subject. Please expedite the requested review and comments to this office so we may proceed accordingly.

If you have any questions, please call Don Schneider at 4530.

MEL/JL:wt
Attach.

cc: •Vicky Huang, P.E., Subdivision Engineer
Donald E. Schneider, P.E., Design Engineer
Tom Ruggles, Baughman Co., P.A.



DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
700 FEDERAL BUILDING
KANSAS CITY, MISSOURI 64106-2896

REPLY TO
ATTENTION OF:

7 MAY 1991

Management and Disposal Branch

IMMEDIATE RIGHT-OF-ENTRY
No. DACA41-3-91-531

SUBJECT: McConnell Air Force Base, Kansas; Proposed Easement
No. DACA41-2-91-532

Mr. Michael Lindebak
Department of Public Works
Engineering Division
City Hall - 7th Floor
455 North Main Street
Wichita, Kansas 67202

Dear Mr. Lindebak:

Enclosed is a copy of Proposed Easement No. DACA41-2-91-532 for right-of-way for construction, use, operation, maintenance and/or repair of a storm water detention pond located within McConnell Air Force Base, Kansas. This right-of-entry is subject to the provisions and conditions of Proposed Easement No. DACA41-2-91-532, and other special conditions which the Government may determine and incorporate in the final easement as are reasonable and proper to protect its interest. This right-of-entry will, when accepted on behalf of the City of Wichita, Kansas, remain in effect pending execution of the easement.

If the proposed easement and the right-of-entry are acceptable, please so state and have the appropriate official of your organization date and sign one copy of this letter. Please have someone, other than the individual that signed this letter, complete, date, and sign all copies of the Certificate of Authority. Please forward all documentation to this office. If changes are made, a final draft of the easement will be furnished for your approval. If no changes are made, an executed copy of the easement will be furnished for your files at a later date.

Sincerely,

SIGNED

James V. Simms
Chief, Real Estate Division

Enclosures

Because of the urgency requiring the City of Wichita to proceed in advance of completion of negotiation, processing, execution, and delivery of the formal instrument, the City of Wichita further agrees to accept and be bound in the formal instrument to such other special conditions which the Government may determine and incorporate therein, as is reasonable and proper to protect its interests.

City of Wichita, Kansas

BY: _____

TITLE: _____

DEPARTMENT OF THE AIR FORCE
EASEMENT FOR RIGHT OF WAY
(PIPE LINE)

ON MCCONNELL AIR FORCE BASE, KANSAS

DACA41-2-91-532

THE SECRETARY OF THE AIR FORCE, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interest of the United States in the property affected thereby, hereby grants to the City of Wichita, Kansas, with principal office at City Hall, 455 North Main Street, Wichita, Kansas 67202,

hereinafter designated as the grantee, for a period not exceeding

~~() years from the date hereof, an easement for a right of way for~~

an easement in perpetuity, but revocable at will by the Secretary or duly authorized representative,

over, across, in and upon land of the United States at the location shown in red on Exhibit

"A" attached hereto and made a part hereof, and more particularly described as follows:

The north 605 feet of the west 240 feet of the NW1/4 of the SE1/4 of Section 5, Township 28 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas.

THIS EASEMENT is granted subject to the following conditions:

1. The grantee shall pay to the United States compensation in the amount of (\$) per annum, payable in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to

2. The installation and/or operation and maintenance of said ~~line~~^{pond} shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer of the Air Force having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.

3. The use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such ^{reasonable} rules and regulations as the said officer may from time to time prescribe.

4. The grantee shall supervise the said ~~line~~^{pond} and cause it to be inspected at reasonable intervals, and shall immediately repair any leaks found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said line and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.

5. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

6. The United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right of way herein granted.

7. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

8. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said ~~line~~^{pond}.

9. That the grantee shall furnish through said ~~line~~^{pond} such service as may be required from time to time for governmental purposes on said land, provided that payment for all such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

10. In the event all or any portion of said land occupied by said line shall be needed by the United States, or in the event the existence of said ~~line~~^{pond} shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said line and related facilities to such other location or locations on said land as may be designated by said officer, and, in the event said line shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee.

11. This easement may be terminated by the Secretary of the Air Force upon reasonable notice to the grantee if the Secretary of the Air Force shall determine that the right of way

hereby granted interferes with the use or disposal of said land or any part thereof by the United States, or it may be terminated by the Secretary of the Air Force for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse, or for abandonment.

12. Upon the expiration or termination of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Air Force may indicate, remove the said pond from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said pond and so restore the premises, the United States shall have the option either to take over the said pond as the property of the United States, without compensation therefor, or to remove the said pond and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said line or on account of its removal.

13. The conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the heirs, representatives, successors, and assigns of the grantee.

14. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

~~This easement is not subject to Title 10, United States Code, Section 2662.~~

~~IN WITNESS WHEREOF I have herunto set my hand by authority of the Secretary of the Air Force this~~ ^{direction} ~~day of~~ ^{, 49}

15. That the grantee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances and regulations of the state, county and municipality wherein the premises are located.

16. That the licensee shall not discriminate against any person or persons because of race, color, religion, sex, age, handicap, or national origin in the conduct of its operations hereunder. The licensee by acceptance of this license hereby gives assurance that the licensee will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 United States Code Section 2000d); the Rehabilitation Act of 1973, as amended (29 United States Code Section 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 Combined Federal Register Part 300) issued as Department of Defense Directive 5500.11, December 28, 1964. This assurance shall be binding on the licensee, the licensee's agents, successors, transferees, sublessees and assignees.

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18. That the grantee will use all reasonable means available to protect the environment and natural resources from damage arising from this easement of activities incident to it, and where damage nonetheless occurs, the grantee shall be liable to restore the damaged resources.

19. That if the grantee discovers military contamination on the premises, the grantee shall immediately stop work and request guidance from said officer before proceeding.

20. That the grantee shall comply with the Solid Waste Disposal Act of 1966, as amended, (42 United States Code 6901, et. seq.) and Executive Order 12088, Federal Compliance with Pollution Control Standard (1978). The disposal of hazardous waste within the easement area is specifically PROHIBITED. The storage or disposal of non-Department of Defense owned toxic or hazardous materials within the easement area is specifically PROHIBITED.

21. That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

22. The grantee shall be responsible for maintenance and repair, snow removal, grass cutting, vegetation control, and other services in relation to the use and maintenance of the property.

23. The facilities will not be used to house other commercial enterprises or government instrumentalities.

24. All portions of the granted property shall at all times be protected and maintained in good order and condition by and at the expense of the grantee.

25. The grantee shall neither transfer not assign this easement or any property on the demised premises, not sublet the demised premises or any part thereof or any property thereon, not grant any interest, privilege, or permit whatsoever in connection with this easement without permission in writing from the "said officer".

Prior to execution of this easement, the granting clause and Conditions 2, 3, 4, 8, 9, 10, and 12 were modified, Conditions 1, 10, and 11, were deleted and 15 through 25 were added on pages 4 and 5, which are attached hereto and by this reference made a part hereof.

This easement is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 1991, by authority of the Secretary of the Air Force.

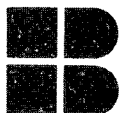
JAMES V. SIMMS
Chief, Real Estate Division

STATE OF MISSOURI)
COUNTY OF JACKSON)

On this ____ day of _____, 1991, before me, a Notary Public in and for said county, personally came Mr. James V. Simms, who is personally known to be the identical person whose name is affixed to the above instrument, by Authority of the Secretary of the Air Force, and he acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of the United States.

Witness my hand and notarial seal the date last aforesaid.

My commission expires on the ____ day of _____, 199_.



BAUGHMAN COMPANY, P.A.

SURVEYING, ENGINEERING & CONSULTING
316/262-7271 • 315 ELLIS • WICHITA, KANSAS 67211

**CONFIRMATION
MEMO**

PROJECT Detention Pond for Towne Parc 3rd and
4th Additions JOB NO. _____
TO Doug Moshier
FROM Tom Ruggles
REFERENCE _____

DATE January 2, 1992

COPIES TO:
Vicky Huang

Enclosed is a proposed maintenance covenant for the detention pond and adjacent property, as we discussed.

Also, the easement document you received from the Department of the Air Force needs to have the following added to the legal description:

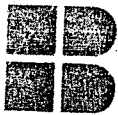
The east 80 feet of the south 30 feet of the north 145 feet of the SW $\frac{1}{4}$ of Section 5, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Ks.

The attached sketch shows this easement in relation to the pond site.

You may respond to me or to Vicky Huang. Please call me if you have any questions.

1/6/92
This restrictive covenant is approved as to form.

Doug Moshier



BAUGHMAN COMPANY, P.A.

SURVEYING, ENGINEERING & CONSULTING

316/262-7271 • 315 ELLIS • WICHITA, KANSAS 67211

CONFIRMATION MEMO

PROJECT Towne Parc 4th Addition SWS

DATE March 5, 1992

JOB NO. _____

COPIES TO:

TO Vicky Huang

FROM Tom Ruggles

REFERENCE McConnell AFB Easement

I have been advised by McConnell staff that the easement should be routed through McConnell AFB after being signed by the City. Please forward to the address below:

Sandy Kurt
Realty Officer
384 SPTG/DEER
McConnell AFB
Wichita KS 67221

*Sand
Signed
Document
to*

RESTRICTIVE COVENANT

THIS DECLARATION made this _____ day of _____, 1992,
by I.T.J. Investments, Inc., hereinafter called Declarant,

WITNESSETH

WHEREAS, the Declarant is the owner of the following described property:

The east 64 feet of the west 304 feet of the north
500 feet of the S.E.1/4 of Section 5, Township 28
South, Range 2 East of the 6th P.M., Sedgwick County,
Kansas; hereinafter to be called TRACT "A";

and,

WHEREAS, TRACT "A" abuts the following described property:

The north 605 feet of the west 240 feet of the N.W.
1/4 of the S.E.1/4 of aforesaid Section 5; hereinafter
to be called TRACT "B";

and,

WHEREAS, TRACTS "A" and "B" have been designated as easements
for drainage purposes, by separate instruments;

and,

WHEREAS, the declarant is desirous that various provisions
for the maintenance and responsibility for the maintenance of
TRACTS "A" and "B" be placed of record.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That the Declarant, at its sole cost and expense, shall maintain TRACTS "A" and "B", including but not limited to debris removal.
2. That it hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon TRACTS "A" and "B", for the purpose of maintaining said areas. This easement is conditioned upon the following event or events occurring:

A. That the Declarant has failed to maintain said areas in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant and the Declarant has not responded in initiating corrective action within 30 days of such notice.

If the governing body has taken action to maintain said areas under this covenant, the Declarant shall pay promptly the costs expended. If the costs are not paid within 30 days of the rendering of an account, the costs shall be considered an assessment against TRACT "A" and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owners, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to TRACT "A". This covenant shall remain in effect until the owner of TRACT "A" has been notified in writing by the appropriate governing body that maintenance responsibility has been assumed by that governing body.

EXECUTED the day and year first above written.

I.T.J. Investments, Inc.

By _____
Irma N. Jacoby

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this _____ day of _____, 1992, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Irma N. Jacoby, President of I.T.J. Investments, 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(My commission expires: _____)

N 1/16 Cor., SW 1/4
Found 2" Iron Pipe
N89°20'46"E 1,322.57'

Center Sec. 5
Found 3/4" Iron Pipe
N89°25'56"E 2,640.25'

Existing Storm
Sewer Inlet - center
is 130' South and
50' West of N.E.
corner of Tract 114

Proposed easement
(30' x 80')
for 21" storm sewer
discharge pipe from
detention pond on
Tract 181

TRACT "B"

TRACT "A"

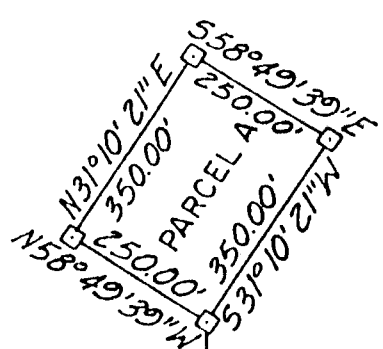
4

E 1/16 Cor., SW 1/4
No monument

E 1/16 Cor., SE 1/4
No monument

TRACT 145

COMMON SCHOOL DISTRICT
#6



N0°46'42"W
705.06'

2,584.12'

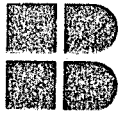
Street

TRACT 146

TRACT 178

9.00'

589°23'47"W 2,630.84'



BAUGHMAN COMPANY, P.A.

SURVEYING, ENGINEERING & CONSULTING

316/262-7271 • 315 ELLIS • WICHITA, KANSAS 67211

CONFIRMATION MEMO

PROJECT Detention Pond for Towne Parc 3rd and

DATE January 2, 1992

4th Additions

JOB NO. _____

COPIES TO:

TO Doug Moshier

Vicky Huang

FROM Tom Ruggles

REFERENCE _____

Enclosed is a proposed maintenance covenant for the detention pond and adjacent property, as we discussed.

Also, the easement document you received from the Department of the Air Force needs to have the following added to the legal description:

The east 80 feet of the south 30 feet of the north 145 feet of the SW $\frac{1}{4}$ of Section 5, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Ks.

The attached sketch shows this easement in relation to the pond site.

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EXECUTED the day and year first above written.

I.T.J. Investments, Inc.

By _____
Irma N. Jacoby

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this _____ day of _____, 1992, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Irma N. Jacoby, President of I.T.J. Investments, 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(My commission expires: _____)

N 1/16 Cor., SW 1/4
Found 2" Iron Pipe
N89°20'46"E 1,322.57'

Center Sec. 5
Found 3/4" Iron Pipe

N89°25'56"E 2,640.25'

Existing Storm
Sevier Inlet - center
is 130' South and
50' West of N.E.
corner of Tract 114

Proposed easement
(30' x 80')
for 21" storm sewer
discharge pipe from
detention pond on
Tract 181

TRACT "B"

TRACT "A"

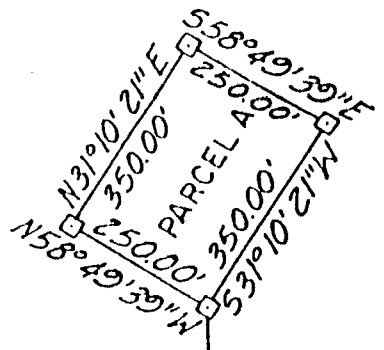
4

E 1/16 Cor., SW 1/4
No monument

E 1/16 Cor., SE 1/4
No monument

TRACT 145

COMMON SCHOOL DISTRICT
#6



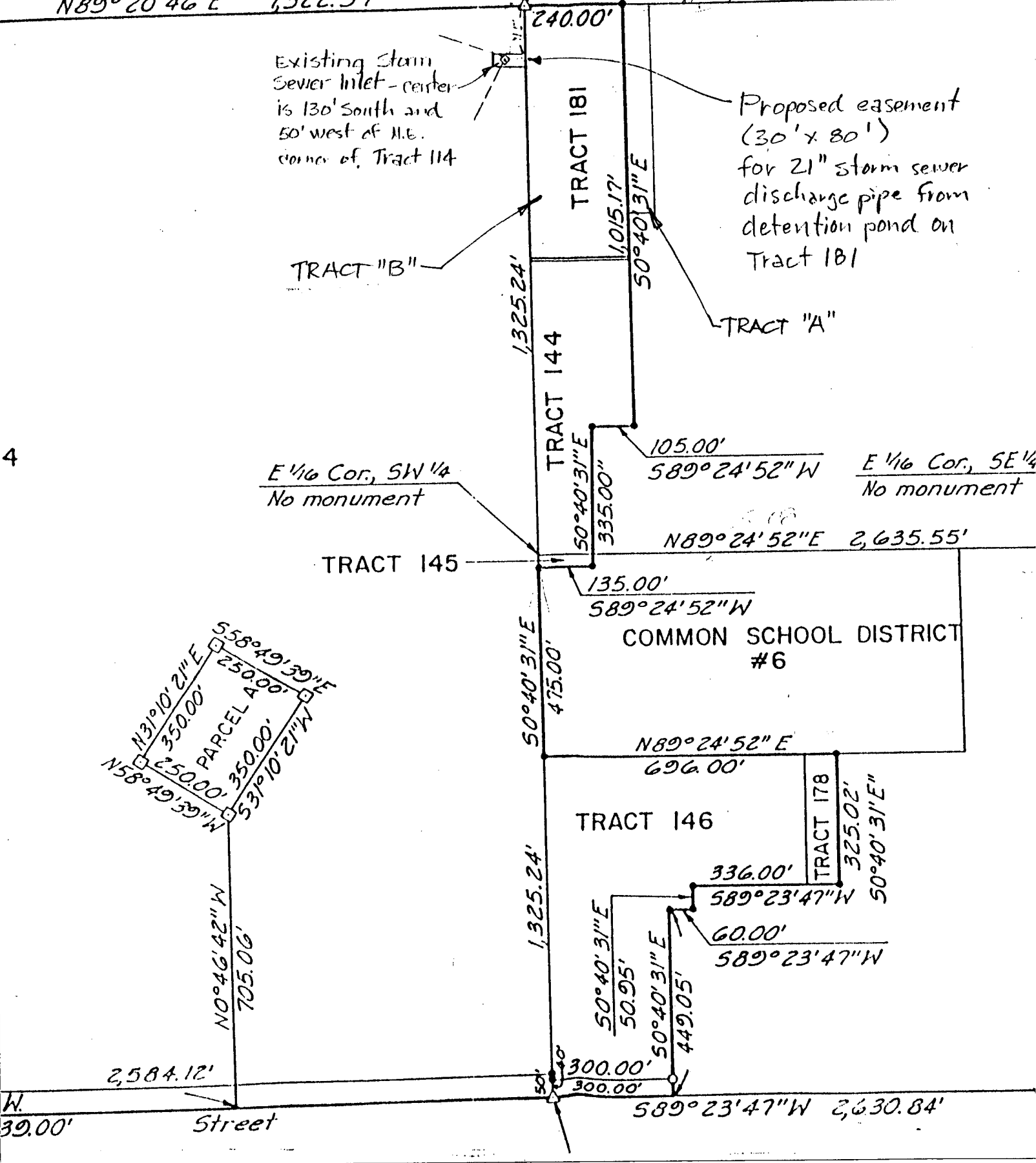
TRACT 146

TRACT 178
325.02'
50°40'31"E

W
39.00'

Street

589°23'47"W 2,630.84'



SEDGWICK COUNTY, KANSAS

DRAINAGE EASEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 198____, by and between I.T.J. Investments, Inc. of _____ party of the first part, and the Board of County Commissioners of Sedgwick County, Kansas, acting for said County, party of the second part.

WITNESSETH, whereas for the proper construction, maintenance and repairing of drainage system according to plans and specifications now on file in the office of the County Engineer of Sedgwick County, Kansas, upon land owned by party of the first party and described as follows:

The east 64 feet of the west 304 feet of the north 500 feet of the S.E. 1/4 of Section 5, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

NOW, THEREFORE, in consideration of the payment of one DOLLARS (\$ _____), and other valuable considerations.

to party of the first part, by part of the second party, party of the first part hereby grants and conveys to party of the second part a permanent easement upon the above-described premises for the purpose of constructing and maintaining such drainage system, and party of the first part for themselves, (~~xxxxx~~) (their) heirs and assigns agrees that party of the second part or its duly authorized agents or representatives may at any time enter upon said premises above described for the purpose of keeping said drainage system in proper operating condition.

PARTY OF THE FIRST PART

THE BOARD OF COUNTY COMMISSIONERS
PARTY OF THE SECOND PART

I.T.J. Investments, Inc.

Chairman

by _____
Irma N. Jacoby, President

Chairman Pro-Tem

Billy Q. McCray

Commissioner

Betsy Gwin

Commissioner

Paul W. Hancock

Commissioner

Bernard A. Hentzen

County Clerk

Don Wright

RECOMMENDED:

COUNTY ENGINEER

STATE OF KANSAS _____ COUNTY, ss.

On this _____ day of _____ A.D. 19____, before me, a notary public in and for _____ County, State of _____, personally appeared Irma N. Jacoby to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires _____, 19____.

NOTARY PUBLIC

SEDGWICK COUNTY, KANSAS

DRAINAGE EASEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 198____, by and between _____ Bernard Novick and Betty Novick _____ party of the first part, and the Board of County Commissioners of Sedgwick County, Kansas, acting for said County, party of the second part.

WITNESSETH, whereas for the proper construction, maintenance and repairing of drainage system according to plans and specifications now on file in the office of the County Engineer of Sedgwick County, Kansas, upon land owned by party of the first party and described as follows:

A tract in the S.E. 1/4 of Section 5, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point in the north line of said S.E. 1/4, being 424 feet east of the north-west corner thereof; thence south parallel with the west line of said S.E. 1/4, 145 feet; thence west parallel with the north line of said S.E. 1/4, 184 feet; thence north parallel with said west line of the S.E. 1/4, 20 feet; thence east parallel with said north line, 120 feet; thence north parallel with said west line, 125 feet to the point of beginning.

NOW, THEREFORE, in consideration of the payment of _____ one DOLLARS (\$ _____), and other valuable considerations.

to party of the first part, by part of the second party, party of the first part hereby grants and conveys to party of the second part a permanent easement upon the above-described premises for the purpose of constructing and maintaining such drainage system, and party of the first part for themselves, ~~(xxxxx)~~ (their) heirs and assigns agrees that party of the second part or its duly authorized agents or representatives may at any time enter upon said premises above described for the purpose of keeping said drainage system in proper operating condition.

PARTY OF THE FIRST PART

THE BOARD OF COUNTY COMMISSIONERS
PARTY OF THE SECOND PART

Bernard Novick

Billy Q. McCray

Chairman

Betty Novick

Betsy Gwin

Chairman Pro-Tem

Paul W. Hancock

Commissioner

Bernard A. Hentzen

Commissioner

Mark F. Schroeder

Commissioner

Don Wright

County Clerk

RECOMMENDED:

COUNTY ENGINEER

STATE OF KANSAS _____ COUNTY, ss.

On this _____ day of _____ A.D. 19____, before me, a notary public in and for _____ County, State of _____ personally appeared _____ Bernard Novick and Betty Novick _____ to me known to be the person _____ named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires _____, 19____.

NOTARY PUBLIC

SEDGWICK COUNTY, KANSAS

DRAINAGE EASEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 198____, by and between Bernard Novick and Betty Novick of _____ party of the first part, and the Board of County Commissioners of Sedgwick County, Kansas, acting for said County, party of the second part.

WITNESSETH, whereas for the proper construction, maintenance and repairing of drainage system according to plans and specifications now on file in the office of the County Engineer of Sedgwick County, Kansas, upon land owned by party of the first party and described as follows:

The north 30 feet of the east 612.3 feet of the west half of the S.E. 1/4 of Section 5, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

NOW, THEREFORE, in consideration of the payment of one _____ DOLLARS (\$ _____), and other valuable considerations.

to party of the first part, by part of the second party, party of the first part hereby grants and conveys to party of the second part a permanent easement upon the above-described premises for the purpose of constructing and maintaining such drainage system, and party of the first part for themselves, (h____) (their) heirs and assigns agrees that party of the second part or its duly authorized agents or representatives may at any time enter upon said premises above described for the purpose of keeping said drainage system in proper operating condition.

PARTY OF THE FIRST PART

THE BOARD OF COUNTY COMMISSIONERS
PARTY OF THE SECOND PART

Bernard Novick

Billy Q. McCray
Chairman

Betty Novick

Betsy Gwin
Chairman Pro-Tem

Paul W. Hancock
Commissioner

Bernard A. Hentzen
Commissioner

RECOMMENDED:

Mark F. Schroeder
Commissioner

COUNTY ENGINEER

Don Wright
County Clerk

STATE OF KANSAS _____ COUNTY, ss.

On this _____ day of _____ A.D. 19____, before me, a notary public in and for _____ County, State of _____ personally appeared Bernard Novick and Betty Novick to me known to be the person _____ named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires _____, 19____.

SEDGWICK COUNTY, KANSAS

DRAINAGE EASEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 198____, by and between Bernard Novick and Betty Novick of _____ party of the first part, and the Board of County Commissioners of Sedgwick County, Kansas, acting for said County, party of the second part.

WITNESSETH, whereas for the proper construction, maintenance and repairing of drainage system according to plans and specifications now on file in the office of the County Engineer of Sedgwick County, Kansas, upon land owned by party of the first party and described as follows:

See EXHIBITS "A" and "B"

NOW, THEREFORE, in consideration of the payment of ONE DOLLARS (\$ _____), and other valuable considerations.

to party of the first part, by part of the second party, party of the first part hereby grants and conveys to party of the second part a permanent easement upon the above-described premises for the purpose of constructing and maintaining such drainage system, and party of the first part for themselves, (Nxxxx) (their) heirs and assigns agrees that party of the second part or its duly authorized agents or representatives may at any time enter upon said premises above described for the purpose of keeping said drainage-system in proper operating condition.

PARTY OF THE FIRST PART

THE BOARD OF COUNTY COMMISSIONERS
PARTY OF THE SECOND PART

Bernard Novick

Chairman
Billy Q. McCray

Betty Novick

Chairman Pro-Tem
Betsy Gwin

Commissioner
Paul W. Hancock

Commissioner
Bernard A. Hentzen

RECOMMENDED:

Commissioner
Mark F. Schroeder

COUNTY ENGINEER

County Clerk
Don Wright

STATE OF KANSAS _____ COUNTY, ss.

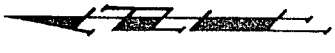
On this _____ day of _____ A.D. 19____, before me, a notary public in and for _____ County, State of _____, personally appeared Bernard Novick and Betty Novick to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires _____, 19____.

NOTARY PUBLIC

EXHIBIT "A"

That part of the the S.E. 1/4 of Section 5, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as a strip 40 feet in width, lying 20 feet either side of a line described as follows: Commencing at the N.E. corner of said S.E. 1/4 of Sec. 5; thence S 0° 12'18"W along the east line of said S.E. 1/4, a distance of 608.05 feet for a point of beginning; thence N 84° 29'35"W, 71.75 feet; thence N53° 40'52"W, 178.92 feet; thence N84° 12'47"W, 76.64 feet; thence N72° 16'50"W, 111.82 feet; thence S80° 02'52"W, 89.00 feet; thence S86° 02'39"W, 78.68 feet; thence N63° 32'52"W, 54.04 feet; thence S86° 21'47"W, 65.05 feet; thence N73° 51'21"W, 123.24 feet; thence N62° 31'06"W, 72.72 feet; thence S88° 59'24"W, 50.88 feet; thence N53° 04'26"W, 294.38 feet; thence N33° 31'25"W, 105.75 feet; thence N46° 03'22"W, 110.55 feet; thence N34° 40'46"W, 58.42 feet to the N.W. corner of the east half of said S.E. 1/4 of Sec. 5.



SCALE:
1" = 150'

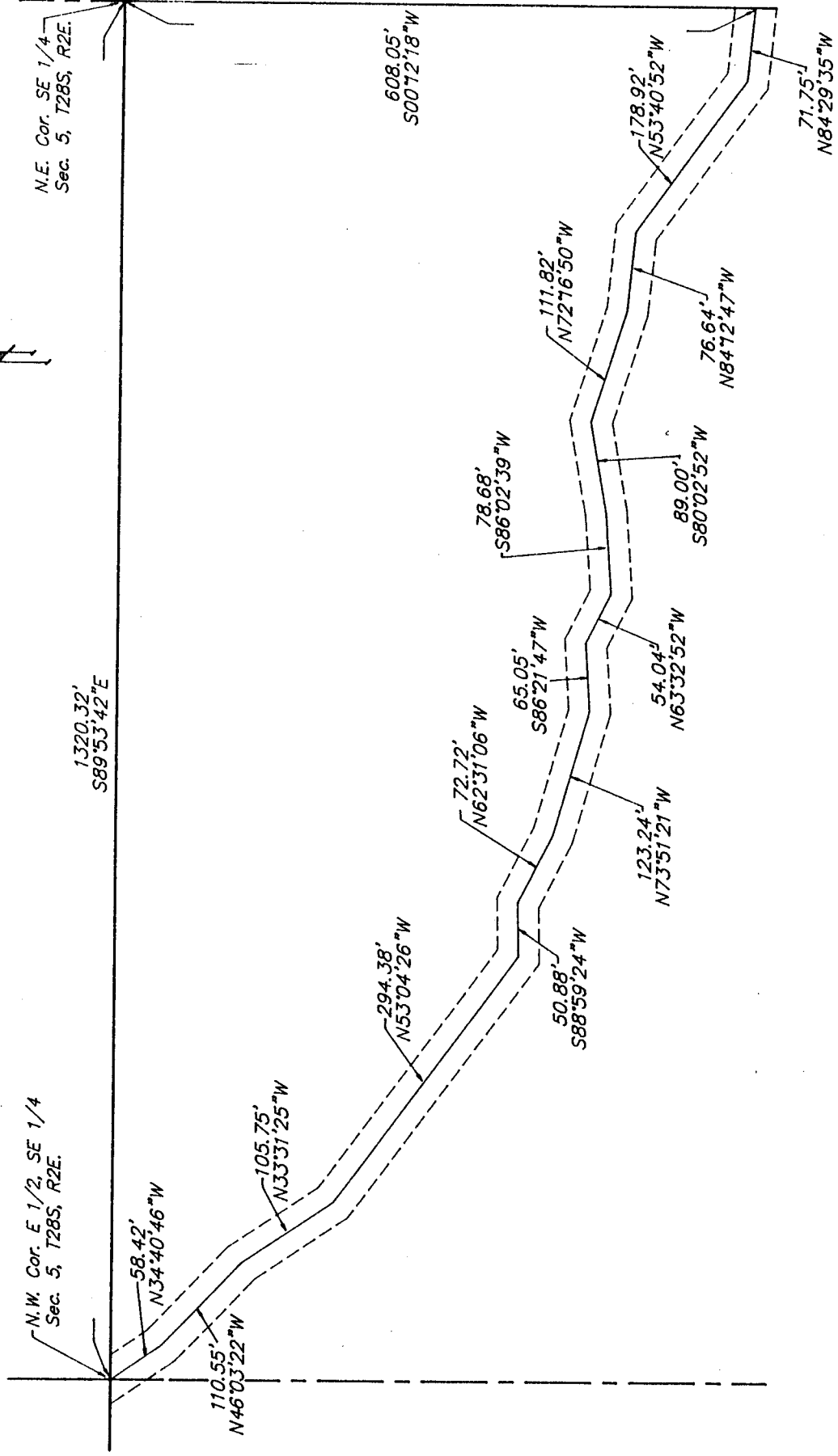


Exhibit "B"

DRAINAGE EASEMENT

THIS EASEMENT made this _____ day of _____, 19____,
by and between Bernard Novick and Betty Novick of
the first and the City of Wichita of the second part.

WITNESSETH: That the said first parties, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining and repairing a drainage system, over, along and under the following described real estate situated in Sedgwick County, Kansas; to wit:

See EXHIBIT "A"

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining and repairing such drainage system.

IN WITNESS WHEREOF: The said first parties have signed
these presents the day and year first written.

Bernard Novick

Betty Novick

City of Wichita) --
Sedgwick County) SS
State of Kansas)

The foregoing instrument was acknowledged before me this
_____, 19____.
(Date)

by _____

Seal or Stamp

_____, Notary Public
(signature of notary officer)

My appointment expires: _____, 19____

EXHIBIT "A"

That part of the west half of the N.E. 1/4 of Section 5, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as beginning at the S.E. corner of said W 1/2 of the N.E. 1/4; thence N89°53'42"W, along the south line of said N.E. 1/4, 20 feet; thence N0°05'47"E, 121.1 feet; thence S90°00'W, 164.6 feet; thence N0°00'E, 739 feet; thence S90°00'W, 120 feet to the northeast corner of Lot 7, Block 4, Towne Parc 3rd Addition to Wichita, Sedgwick County, Kansas; thence N0°00'E, 30 feet; thence N90°00'E, 150 feet; thence S0°00'W, 739 feet; thence N90°00'E, 154.6 feet; thence S0°05'47"W, 151.1 feet along the east line of said west half of the N.E. 1/4 to the point of beginning.

SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO. 5

April 1, 1993

STAFF REPORT

(Preliminary Plat, Deferred from March 18, 1993 Subdivision Meeting)

CASE NUMBER: S/D 93-13 - TOWNE PARC 5th ADDITION

OWNER/APPLICANT: I.T.J. Investments, Inc., 418 S. Forestview Ct., Wichita, KS 67235

SURVEYOR/ENGINEER: Baughman Company, P. A., 315 Ellis, Wichita, KS 67211

LOCATION: South of Pawnee and west of Webb

SITE SIZE: 17.699 Acres

NUMBER OF LOTS

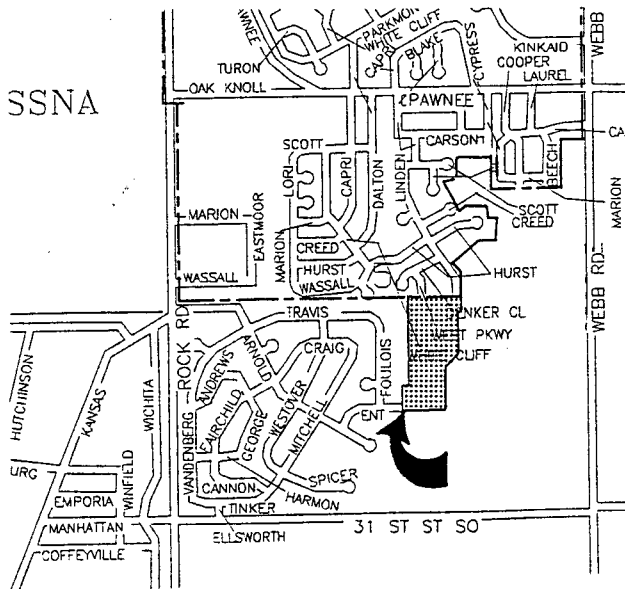
Residential:	61
Office:	
Commercial:	
Industrial:	
Total:	61

MINIMUM LOT AREA: 6,128 sq. ft.

CURRENT ZONING: "R-1" Suburban Residential

PROPOSED ZONING: "AA" One-family dwelling (Upon annexation)

VICINITY MAP:



NOTE: While an overall preliminary plat has been approved as the Towne Parc Addition, and four (4) areas have subsequently been final platted out of the overall preliminary plat area, this 5th Addition is not part of this original overall plat. Rather, the Towne Parc 5th Addition is south of and adjacent to the area included within the overall preliminary plat. Nonetheless, this Addition is basically a continuation of the Towne Parc development, but is required to be submitted first as a preliminary plat, having not been included in the original preliminary plat.

STAFF COMMENTS:

- A. This site is presently in the County, but is adjacent to the City of Wichita. To plat the size of lots indicated, however, this property will have to request annexation to Wichita. Prior to this plat being scheduled for City Council approval, this site shall have been annexed to the City. Upon annexation, the site will take on City "AA" One-Family zoning, which will allow for the lot sizes indicated by this plat.
 - B. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
 - C. The applicant shall guarantee the extension of City water to serve the lots being platted.
 - D. The applicant shall guarantee any drainage improvements required by the platting of this property.
 - E. The applicant shall guarantee construction of the storm sewers required by this plat.
 - F. The applicant shall guarantee the paving of the proposed interior streets. This guarantee shall also provide for any needed temporary turnaround for West Parkway at the south end of this Addition.
 - G. Based upon existing sidewalk requirements for the Towne Parc Additions to the north, sidewalk shall be guaranteed along the east side of Linden, then southward along West Parkway to the south line of this Addition. As appropriate, sidewalk shall also be provided for along the south line of this plat or so as to eventually connect up with sidewalk in the McConnell AFB housing development, that is, to Ent Street immediately west of this Addition.
 - H. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
 - I. Based upon aerial photos, it does not appear that West Parkway
-
-

could be continued southward from this plat because Wineteer School is directly south of this street (not west of the street as implied by the preliminary plat). More appropriately an east-west street should be provided adjacent to this site. A stub street extension, Ent Street, has been constructed in the McConnell AFB housing development that would directly line up with a street adjacent to this plat's south line. An east-west street at this location would also be a logical and needed means of additional access for both this development and the Wineteer School. Therefore, the final plat shall indicate the dedication of at least half of a 64-foot street along the south line of this Addition. For the lots and Reserve adjacent to this dedication, appropriate building setbacks shall be indicated to this street right-of-way.

The applicant is encouraged to pursue obtaining the additional right-of-way for both the south half of this street and any missing segment to the west or into the McConnell AFB housing development.

- J. The final plat shall state in the plat's text the purposes of the proposed reserves as well as who is to own and maintain the reserves.
- K. 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.
- L. 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.
- M. If the Reserve indicated on this plat is intended to be used for any purposes that benefit the Addition's property owners, such as open space with some recreational uses, access to the Reserve should be provided somewhere along Block 1, from West Parkway. That is, a segment of the Reserve should be platted between the lots in Block 1, or at the least an access easement created between 1 or 2 lot pairs.
- N. If the applicant chooses, one of the building setbacks on Lot 10, Block 2 and Lot 13, Block 3 may be selected as a 15-foot sideyard setback in order to provide these lots with more buildable area.
- O. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that adequate

construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property.

- P. On the final plat, additional dimensions from lot corners shall be indicated along the rear of Lots 1 & 2, Block 3 so as to better locate the easement on these lots.
 - Q. Requirements for a final plat (see pages 24-29, Part 4, Article 5 of the MAPC Subdivision Regulations).
 - R. 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.
 - S. 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.
 - T. 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.
 - U. 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.
 - V. The representatives from the utility companies should be prepared to comment on the need for utility easements to be platted on this property.
 - W. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.
-
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NOTE: While an overall preliminary plat has been approved as the Towne Parc Addition, and four (4) areas have subsequently been final platted out of the overall preliminary plat area, this 5th Addition is not part of this original overall plat. Rather, the Towne Parc 5th Addition is south of and adjacent to the area included within the overall preliminary plat. Nonetheless, this Addition is basically a continuation of the Towne Parc development, but is required to be submitted first as a preliminary plat, having not been included in the original preliminary plat.

STAFF COMMENTS:

- A. This site is presently in the County, but is adjacent to the City of Wichita. To plat the size of lots indicated, however, this property will have to request annexation to Wichita. Prior to this plat being scheduled for City Council approval, this site shall have been annexed to the City. Upon annexation, the site will take on City "AA" One-Family zoning, which will allow for the lot sizes indicated by this plat.
- B. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- C. The applicant shall guarantee the extension of City water to serve the lots being platted.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property.
- E. The applicant shall guarantee construction of the storm sewers required by this plat.
- F. The applicant shall guarantee the paving of the proposed interior streets. This guarantee shall also provide for any needed temporary turnaround for West Parkway at the south end of this Addition.
- G. Based upon existing sidewalk requirements for the Towne Parc Additions to the north, sidewalk shall be guaranteed along the east side of Linden, then southward along West Parkway to the south line of this Addition. As appropriate, sidewalk shall also be provided for along the south line of this plat or so as to eventually connect up with sidewalk in the McConnell AFB housing development, that is, to Ent Street immediately west of this Addition.
- H. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- I. Based upon aerial photos, it does not appear that West Parkway

could be continued southward from this plat because Wineteer School is directly south of this street (not west of the street as implied by the preliminary plat). More appropriately an east-west street should be provided adjacent to this site. A stub street extension, Ent Street, has been constructed in the McConnell AFB housing development that would directly line up with a street adjacent to this plat's south line. An east-west street at this location would also be a logical and needed means of additional access for both this development and the Wineteer School. Therefore, the final plat shall indicate the dedication of at least half of a 64-foot street along the south line of this Addition. For the lots and Reserve adjacent to this dedication, appropriate building setbacks shall be indicated to this street right-of-way.

The applicant is encouraged to pursue obtaining the additional right-of-way for both the south half of this street and any missing segment to the west or into the McConnell AFB housing development.

- J. The final plat shall state in the plattor's text the purposes of the proposed reserves as well as who is to own and maintain the reserves.
- K. 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.
- L. 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.
- M. If the Reserve indicated on this plat is intended to be used for any purposes that benefit the Addition's property owners, such as open space with some recreational uses, access to the Reserve should be provided somewhere along Block 1, from West Parkway. That is, a segment of the Reserve should be platted between the lots in Block 1, or at the least an access easement created between 1 or 2 lot pairs.
- N. If the applicant chooses, one of the building setbacks on Lot 10, Block 2 and Lot 13, Block 3 may be selected as a 15-foot sideyard setback in order to provide these lots with more buildable area.
- O. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that adequate

construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property.

- P. On the final plat, additional dimensions from lot corners shall be indicated along the rear of Lots 1 & 2, Block 3 so as to better locate the easement on these lots.
 - Q. Requirements for a final plat (see pages 24-29, Part 4, Article 5 of the MAPC Subdivision Regulations).
 - R. 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.
 - S. 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.
 - T. 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.
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 - V. The representatives from the utility companies should be prepared to comment on the need for utility easements to be platted on this property.
 - W. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.
-
-

NOTE: While an overall preliminary plat has been approved as the Towne Parc Addition, and four (4) areas have subsequently been final platted out of the overall preliminary plat area, this 5th Addition is not part of this original overall plat. Rather, the Towne Parc 5th Addition is south of and adjacent to the area included within the overall preliminary plat. Nonetheless, this Addition is basically a continuation of the Towne Parc development, but is required to be submitted first as a preliminary plat, having not been included in the original preliminary plat.

STAFF COMMENTS:

- A. As was indicated by the Subdivision Committee, the final plat was to be redesigned to provide for the following:
1. Street stubs along the east side of this addition which eventually allow this addition to have access eastward to Webb Road and southward to 31st Street South.
 2. The termination of West Parkway at the south line of this plat in a cul-de-sac or other acceptable manner which would allow this street to be connected to any future street that might be provided along this site's south line.
 3. If the above design for West Parkway does not allow direct vehicular access to Wineteer School, pedestrian/student access shall still be provided for.

Based upon a request by USD #260, the final plat tracing shall provide for option A.2. above. That is, West Parkway Circle shall provide for vehicular access to the Wineteer School site. While the indicated cul-de-sac should still be provided, the southwest corner of Lot 4, Block 5 and the southeast corner of Lot 21, Block 1 should be dedicated or indicated as right-of-way so that West Parkway Circle has a full 64-foot right-of-way at this plat's south line, adjacent to Wineteer School. Reference to the pedestrian access easement both on the face of the plat and in the plat's should accordingly be deleted.

As indicated by Wineteer School, an internal circulation system will be employed which would prevent traffic from exiting to or entering from the adjacent McConnell AFB housing area and street system.

- B. This site is presently in the county, but is adjacent to the City of Wichita. To plat the size of lots indicated, however, this property will have to request annexation to Wichita. Prior to this plat being scheduled for City Council approval, this site shall have been annexed to the city. Upon annexation, the site will take on City "AA" one-family zoning, which will allow for the lot sizes indicated by this plat.

- C. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
 - D. The applicant shall guarantee the extension of city water to serve the lots being platted.
 - E. The applicant shall guarantee any drainage improvements required by the platting of this property.
 - F. The applicant shall guarantee construction of the storm sewers required by this plat.
 - G. The applicant shall guarantee the paving of the proposed interior streets. This guarantee shall also provide for any needed turnaround for West Parkway at the south end of this addition.
 - H. Based upon existing sidewalk requirements for the Towne Parc additions to the north, sidewalk shall be guaranteed along the east side of Linden, then southward along west parkway to the south line of this addition.
 - I. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the planning department for recording.
 - J. 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.
 - K. 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.
 - L. The applicant shall submit an avigational easement covering all of subject plat and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property.
 - 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 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- P. The final plat was to indicate the utility easements requested by K.G. & E. and Southwestern Bell which were indicated on a "marked" copy of the plat. This was to include 20-foot easements along the east line of this plat. If such easements are still needed, they shall be shown on the final plat tracing or if to be provided off-site, such easements, by separate instrument, shall be submitted to Planning for recording with the final plat.
- 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.
- S. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage plan.

WILLIAM L. KORBER, L.S.

N. BRENT WOOTEN, P.E.



BAUGHMAN COMPANY, P.A.
ENGINEERING, SURVEYING & PLANNING
316/262-7271 • FAX 316/262-0149 • 315 ELLIS • WICHITA, KANSAS 67211

June 13, 1994

Ray Jacoby
I.T.J. Investments, Inc.
418 S. Forestview Ct.
Wichita, KS 67235

Re: Sidewalks Construction
Towne Parc 4th and 5th Additions

Dear Ray,

According to the planning requirements of the City of Wichita for the plats of the above referenced projects, the construction of sidewalks is required. For Towne Parc 4th Addition, the sidewalk shall be along the east side of Linden; and for Towne Parc 5th Addition, the sidewalk shall be along the east side of Linden and then southward along the east side of West Parkway and West Parkway Circle to the Cul-De-Sac.

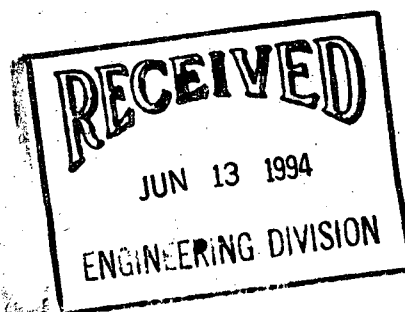
As per your request, these sidewalks were not included in the scope of the private pavement project plans. Before the development of the above referenced projects is completed, these sidewalks have to be constructed in accordance with the specifications of the City of Wichita.

Please advise if we can assist you in this matter.

Sincerely,

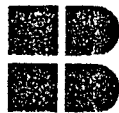
N. Brent Wooten, P.E.

CC: Vicky Huang, P.E.



WILLIAM L. KORBER, L.S.

N. BRENT WOOTEN, P.E.



BAUGHMAN COMPANY, P.A.

SURVEYING & ENGINEERING

316/262-7271 • 315 ELLIS • WICHITA, KANSAS 67211

October 6, 1993

Stormwater Permitting Program
Bureau of Water
Kansas Department of Health and Environment
Forbes Field, Building 740
Topeka, KS 66620-0001

Re: **NPDES permit applications**
Sedgwick County, Kansas

Dear Sirs,

I am providing to you herein applications for storm water discharge permits. These residential additions are located in Sedgwick County, Kansas. Please process these applications and contact me if you should need any additional information or have any questions.


Thank you for your cooperation.

Sincerely,

N. Brent Wooten, P.E.

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 GENERAL INFORMATION <i>Consolidated Permits Program</i> <i>(Read the "General Instructions" before starting.)</i>		I. EPA I.D. NUMBER F NOT REQUIRED	
II. POLLUTANT CHARACTERISTICS		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.	
I. EPA I.D. NUMBER					
III. FACILITY NAME					
V. FACILITY MAILING ADDRESS					
VI. FACILITY LOCATION					

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 TOWNE PARC 5TH ADDITION

IV. FACILITY CONTACT

A. NAME & TITLE (last, first, & title)
 2 IRMA N. JACOBY

B. PHONE (area code & no.)
 316 721 5844

V. FACILITY MAILING ADDRESS

A. STREET OR P.O. BOX
 3 418 S. FORESTVIEW CT.

B. CITY OR TOWN
 4 WICHITA

C. STATE
 KS

D. ZIP CODE
 67235

VI. FACILITY LOCATION

A. STREET, ROUTE NO. OR OTHER SPECIFIC IDENTIFIER
 5 SE 1/4 SEC 5 TWP 28-S R-2-E

B. COUNTY NAME
 SEDGWICK

C. CITY OR TOWN
 6 WICHITA

D. STATE
 KS

E. ZIP CODE

F. COUNTY CODE (if known)

CONTINUED FROM THE FRONT

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

A. FIRST				B. SECOND			
(specify) NA				(specify)			
C. THIRD				D. FOURTH			
(specify)				(specify)			

II. OPERATOR INFORMATION

A. NAME										B. Is the name listed in Item VIII-A also the owner?	
NA										<input type="checkbox"/> YES <input type="checkbox"/> NO	
C. STATUS OF OPERATOR (Enter the appropriate letter into the answer box; if "Other", specify.)								D. PHONE (area code & no.)			
F - FEDERAL		M - PUBLIC (other than federal or state)		(specify)		A		B		C	
S - STATE		D - OTHER (specify)				10 - 10		10 - 11		10 - 12	
P - PRIVATE											
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 type="checkbox"/> NO	

EXISTING ENVIRONMENTAL PERMITS

A. NPDES (Discharges to Surface Water)						D. PSD (Air Emissions from Proposed Sources)					
NA						9 P					
E. UIC (Underground Injection of Fluids)						E. OTHER (specify)					
U						(specify)					
C. RCRA (Hazardous Wastes)						E. OTHER (specify)					
R						(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)

The owner is developing this area into single family residential home sites. Streets, Storm Sewers, Sanitary Sewers, and Water Lines will be installed by the owner. The owner will build homes or sell to other builders the lots within the addition.

III. CERTIFICATION (see instructions)

I 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.

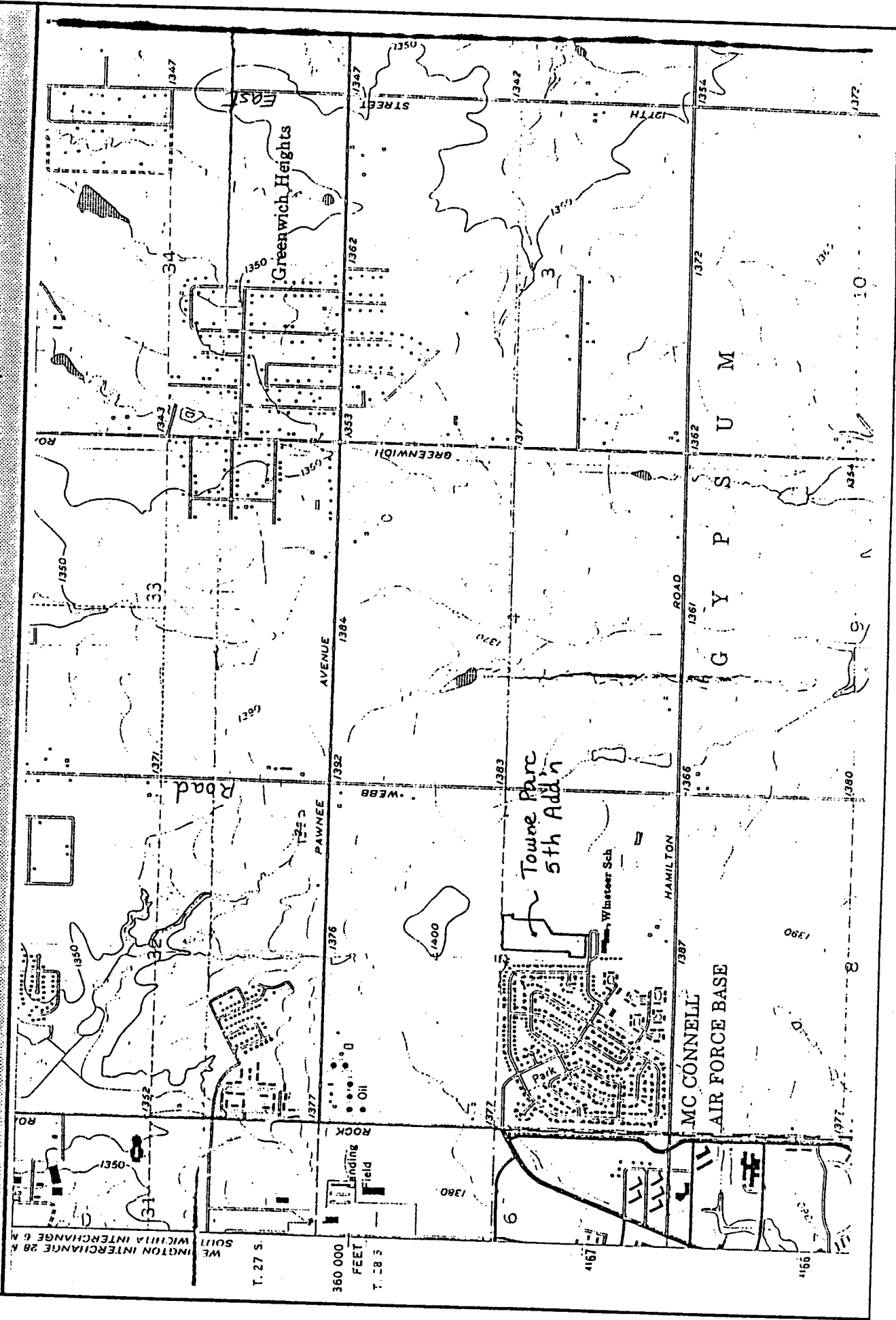
NAME & OFFICIAL TITLE (type or print)		E. SIGNATURE		C. DATE SIGNED	
Owner - Irma N. Jacoby		Irma N. Jacoby		10-5-93	

COMMENTS FOR OFFICIAL USE ONLY

--	--	--	--	--	--	--	--	--	--	--	--

LOCATION MAP - Towne Parc 5th Addition

North
Scale: 1" = 2000'



NPDES Permit Application for Towne Parc 5th Addition

The nature of construction for this project will be installation of sanitary and storm sewers, municipal water service, and construction of streets to serve 58 residential lots. The location and description of the project area are attached. Total area of the project to be affected by excavation is approximately 19 acres.

Management practices for control of pollutants in stormwater discharge during construction will adhere to State of Kansas and City of Wichita erosion and sedimentation standards. Compliance with these standards will be subject to verification by those State and City entities and the Engineer.

When construction is completed, measures such as screened inlets, vegetative cover, and rip-rapped outlet control will have been taken to minimize pollutant discharge and erosion due to stormwater conveyance. The stormwater sewer system will be completed in compliance with the State of Kansas and the City of Wichita standards.

At the completion of the proposed construction, the cumulative runoff coefficient for the area is estimated to be 0.5 – 0.6 and runoff will drain south to Gypsum Creek. The approximate impervious area will be 30%. The soil in the area is classified in the Irwin Silty Clay Loam series, which consists of gently sloping, well drained soil.

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

EPA

U.S. ENVIRONMENTAL PROTECTION AGENCY
GENERAL INFORMATION
Consolidated Permits Program
(Read the "General Instructions" before starting.)

I. EPA I.D. NUMBER

III. FACILITY NAME

V. FACILITY MAILING ADDRESS

VI. FACILITY LOCATION

PLEASE PLACE LABEL IN THIS SPACE

I. EPA I.D. NUMBER

F. NOT REQUIRED

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C. CITY OR TOWN
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D. STATE
 KS

E. ZIP CODE

F. COUNTY CODE (if known)

CONTINUED FROM THE FRONT

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

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(specify)	NA	(specify)	
C. THIRD		D. FOURTH	
(specify)		(specify)	

VIII. OPERATOR INFORMATION

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NA		
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	
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C. RCRA (Hazardous Wastes)	F. OTHER (specify)
R	

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A. NAME & OFFICIAL TITLE (type or print)	B. SIGNATURE	C. DATE SIGNED
Owner - Irma N. Jacoby	<i>Irma N. Jacoby</i>	10-5-93

COMMENTS FOR OFFICIAL USE ONLY

LOCATION MAP - Towne Parc 5th Addition

North
Scale: 1" = 2000'

