

PLAT NO. S/D 77-30 MAP NO. 6448

NAME CRESTVIEW COUNTRY CLUB ESTATES ~~OVERBROOK~~

ADDITION

LOCATION: Northeast corner of Central and 143rd St.
East.

ENGINEER Oblinger-Smith Corp. *John H. Hest*
(Gary Wiley)

OWNER Karl Solomon

APPLICATION FILED 3-7-77

SKETCH PLAT FILED 3-7-77

PRELIMINARY FILED 4-21-77

S/D ACTION 5-5-77 approve

FINAL FILED 11-7-77

S/D ACTION 11-17-77 defn 2/20/78 12-1-77 defn indef

S/D final 12-15-77 approve

MAPC ACTION 12-22-77 Approved

ECC ACTION 8-1-78 Approved

RECORDED August 4, 1978

REMARKS _____

12-1-77
12-15-77

S/D (final) defer index.
S/D (final) approve

S/D 77-30 - CRESTVIEW COUNTRY CLUB ESTATES
OVERBROOK ADO. - Northeast Corner
of Central and 143rd St. East, by
Oblinger-Smith Corp. (Earl Wiley)

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

B
9-16-78

CRESTVIEW COUNTRY CLUB ESTATES OVERBROOK ADDITION was

filed for record on August 4, 1978
Barry J. McCall
Register of Deeds

Return to: Wichita-Sedgwick County
Metropolitan Area Planning Department
(Inter-Office Mail)

T9-328

Map No.: 6448
Section No.: 13
Twp. No.: 27
Range: 2E

S/D No. 77-30

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Crestriver Country Club Estates - Overbrook Addition

General Location: East side of 143rd Street East in an area north of Central

Name of Property Owner: Karl Salomon, et al. Phone: _____
Address: 915 Douglas Building 67202
Name of Subdivider: _____ Phone: _____
Address: _____
Name of Agent/Surveyor: Russ & Hodness Phone: 832-0213
Address: 2160 W. 31st 67203
Date of Application: 3-7-77

SUBDIVISION INFORMATION:

- Gross Acreage of Plat 88¹ acres
- Number of Lots:
 - Residential 65
 - Commercial _____
 - Industrial _____
 - Other _____Total Number of Lots 65
- Minimum Lot Frontage 56.36 ft.
- Minimum Lot Area 20,000 sq. ft.
- Existing Zoning R-1
- Proposed Zoning R-1, AA, etc.
- Lineal Feet of New Streets:
 - 70 R/W 1150 ft.
 - 58 R/W 5500 ft.
 - _____ R/W _____ ft.
 - _____ R/W _____ ft.
 - _____ R/W _____ ft.TOTAL 6650 ft.
- Sidewalk adjacent to all streets? yes no
- Public Water Supply yes (Yes-No), Name City of Wichita
- Public Sanitary Sewers yes (Yes-No), Name City of Wichita Improvement District
- Health Department Approval (where applicable) NA (Yes-No)
- City of Wichita Three-Mile Area

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

Owner's Signature: _____

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

Received by _____
Date 11-3-77
Fee Submitted _____

T9-301B
(2-71)

new data for final plat

APPLICATION FOR WATER SERVICE
OUTSIDE THE CORPORATE LIMITS OF
THE CITY OF WICHITA

Approved by Board of Commissioners
AUG 15 1978

The Governing Body of the City of Wichita, Kansas, this
6 day of March 19 78, approves and files the
application of Marlin J. Fisher, Ruth Duncan and Karl Solomon
for water service to the following property:

In the W $\frac{1}{2}$ of Section 13, Township 27 S., Range 2 E. of the
6th P.M., in the proposed Crestview Country Club Estates Overbrook
Addition to Sedgwick County, Kansas; Block 1, Block 2, Lots 1 thru
18 of Block 3, and Lots 2 thru 8 of Block 4. Also, the property in
Lot 1 of Block 4 adjacent to and 150 ft. from Sharon Ln., except
that part taken for floodway. Also, the N. 150 ft. of the S 390 ft.
of the E. 389.82 ft. of the W 439.82 ft. of the NW $\frac{1}{4}$ of said Section 13.

The applicant agrees to abide by the established rules and regula-
tions of the Wichita Water Department now in force, or which may
hereafter be enacted or adopted by said Department of the City of
Wichita, Kansas, and to pay for service at the established rate,
in accordance with the City of Wichita Code 17.12.090, or as amended.
The applicant further agrees to acquire a plumbing permit from the
City of Wichita; to have his service line installed by a plumber
licensed by the City using City approved materials and installation
methods.

The owners of land do hereby request the annexation of lands
described above by the City of Wichita at such time as it determines
appropriate. The request is hereby made binding on all heirs, suc-
cessors and assigns and is made a covenant to run with the land and
shall not be withdrawn without the consent of the City of Wichita;
and in the event such consent is given, said services above may be
terminated at the option of the City of Wichita.

Marlin J. Fisher
Marlin J. Fisher

APPLICANT

Ruth Duncan
Ruth Duncan
Karl Solomon
Karl Solomon

State of Kansas)
Sedgwick County) SS

Personally appeared before me a Notary Public in and for the
County and State aforesaid Marlin J. Fisher, Ruth Duncan
and Karl Solomon

to me personally known to be the same person s who executed the
foregoing instrument of writing and said person s duly acknow-
ledged the execution thereof.

Dated at Wichita, Kansas, this 2 day of March, 19 58.

RAYLENE COPELAND
Notary Public
Sedgwick Co., Ks.

Raylene Copeland
Notary Public

My Commission expires 12-17-59.

APPROVED BY:

John D. [Signature]
Director of Water and Water Pollution Control

Robert G. [Signature]
Director of Planning

R.M. [Signature]
Director of Public Works

AUTHORIZED BY:

Mayor

Connie A. Peters
Connie A. Peters

DATE: _____

ATTEST:

Donald C. Gisick
City Clerk
Donald C. Gisick

Approved by Board of Commissioners.

RESTRICTIVE COVENANT

File AUG 15 1978

THIS DECLARATION made this 6 day of March, 1978, by Marlin J. Fisher, Ruth Duncan and Karl Solomon, hereinafter called the Grantor.

WITNESSETH

WHEREAS, Grantor is owner of:

In the W $\frac{1}{2}$ of Section 13, Township 27 S., Range 2 E. of the 6th P.M., in the proposed Crestview Country Club Estates Overbrook Addition to Sedgwick County, Kansas; Block 1, Block 2, Lots 1 thru 18 of Block 3, and Lots 2 thru 8 of Block 4. Also, the property in Lot 1 of Block 4 adjacent to and 150 ft. from Sharon Ln., except that part taken for floodway.

Also, the N. 150 ft. of the S 390 ft. of the E. 389.82 ft. of the W 439.82 ft. of the NW $\frac{1}{4}$ of said Section 13.

and

WHEREAS, the undersigned wishes to obtain water service from the City of Wichita, and whereas it is recognized that at some time in the future there will be a need to replace individual sewerage treatment systems with adequate public sewerage treatment facilities:

NOW, THEREFORE, Grantor hereby declares and covenants to provide sewer service to land described above when and in the manner required by the Wichita-Sedgwick County Department of Community Health (or their successor in interest), when it is determined feasible, necessary or desirable, and is in accord with an adopted sewer plan for the area in which the above land is located.

This covenant is binding on the owner, their heirs or successors or assigns and is a covenant running with the land and is binding until fulfilled on all successors in title to the above described property when recorded with the Register of Deeds in the County in which the land is located.

EXECUTED the day and year first above written.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
MAR 8 1978
3 74201
BETTE F. MCCART
REGISTER OF DEEDS

Marlin J. Fisher
Marlin J. Fisher
Ruth Duncan
Ruth Duncan
Karl Solomon
Karl Solomon

John Fred Deputy

State of Kansas)
Sedgwick County) ss

Personally appeared before me a Notary Public in and for the County and State aforesaid Marlin J. Fisher, Ruth Duncan and Karl Solomon, to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 2 day of March, 1978.

RAYLENE COPELAND
Notary Public
Sedgwick Co., Ks.
My Commission expires:
12-17-70

Raylene Copeland
Notary Public

Cover

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

1-16
[Signature]
Rondary wood 4
03-78

S/D Number 77-30 Name Crestview Country Club Estates Overbrook
Application & Sketch Filed: 3-7-77 Addition
Preliminary Plat Filed: 4-21-77 Approved by S/D: 5-5-77
Final Plat Filed: 11-7-77 Approved by S/D: 12-15-77
Approved by Metropolitan Area Planning Commission: 12-22-77

DESCRIPTION

General Location:

East side of 143rd Street East between Central and 13th Street

Surveyor or Engineer: Reiss & Goodness

Owner: Karl Solomon, et al.

Address: 915 Douglas Building

- | | |
|--|---|
| 1. Gross Acreage of Plat: <u>88</u> | 6. Access Control |
| 2. Number of Lots: | St. 143rd St. East No. Openings <u>4</u> |
| Residential <u>65</u> | St. Central No. Openings <u>1</u> |
| Commercial _____ | St. _____ No. Openings _____ |
| Industrial _____ | 7. Req'd Improvements |
| Other _____ | St. Paving <u>reqd</u> Water <u>reqd</u> |
| Total Number of Lots: <u>65</u> | Sidewalk <u>not reqd</u> Drainage <u>not reqd</u> |
| 3. Minimum Lot Area: <u>0.49</u> Acres | Sewer <u>reqd</u> Other <u>none</u> |

4. Existing Zoning R-1
5. Special Problems Discussed NOTE: The Subdivision Committee of the Planning Commission recommends that sidewalks not be required on this plat (minutes of the S/D meeting attached).

A valid street paving petition for the streets in the addition has been approved by the County Commission. The Crestview Country Club Improvement District has adopted a resolution to provide sanitary sewer for each lot. The City Water Department has received a valid water petition for water service to each lot.

Planning Commission Recommendation:

That this plat be approved subject to recording of the plat within 30 days after approval by the Board of City Commissioners.

Cole moved, Greider seconded and it carried unanimously. Barrier, Bayouth, Hartstein absent.

NOTE: Associated County zone case SCZ-"R-1" to "AA" has been approved by the Board of County Commissioners subject to platting.

40

ACTION:

Approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign and instruct the City Clerk to record the Homeowner Association Agreement with the Registry of Deeds, the recording costs to be billed to the applicant

May 3, 1977

- ~~L. Approval of the plat is subject to the applicant fulfilling the financial agreements regarding drainage and street improvements which have been made by the City Commission and Towne West Developers.~~
- ~~M. The applicant shall submit an interior site circulation plan for review and approval by the Planning Department and Traffic Engineering Division prior to issuance of any building permits on subject property.~~
- ~~N. Recording of the plat within 30 days after approval by the Board of City Commissioners.~~

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A five minute recess was called by the Chairman
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*minutes
don't refer
to street
redevelopment*

13. S/D 77-30 - Preliminary Plat of CRESTVIEW COUNTRY CLUB ESTATES, generally located on the east side of 143rd Street East between Central and 13th Street North.

NEWBY outlined the area on the map and recommended approval of the plat subject to the staff comments.

JOHN D. GIST, Oblinger-Smith Corp., representing the applicant, stated that they will distinguish the name of this plat from the other Crestview Country Club Estates plats. Referring to item B (No final plat shall be approved on subject property until the Four Mile Creek Phase I sewer study has produced the answers for handling of sanitary sewers in this area.), he said that they are working on this and asked that they be permitted to work on the final plat prior to this item being solved. He said they would shorten the private streets. They feel a lesser width of street paving will be appropriate because of the density of the plat. If two parking lanes of eight and moving lanes of nine are more useable, they will be in agreement but feel they are not going to have access control that is requested on Lot 1, Block 3. He felt that sidewalks should not be required.

BAYOUTH referring to item J (complete access control adjacent to Central and to 143rd Street East, shall be indicated on Lot 1, Block 3) asked how many curb cuts were needed. GIST stated one opening on Central and one opening on 143rd Street East.

M.S. MITCHELL, Maintenance-Flood Control, requested a guarantee for the drainage structures crossing the street and any other drainage improvements that will be required prior to the final plat.

HARRY L. PRICE, County Fire Department, wanted something worked out on the private streets as far as the maintenance, parking and getting fire equipment in and out.

CHRIS BRENNENSTUHL, County Building, Planning and Inspection, stated that the County Department of Public Works would rather not have private streets because of the maintenance of them. If they are going to be private streets, they should be built to County standards.

GIST said that County width of the streets will defeat the purpose of private streets.

BAYOUTH remarked that we will be faced with reducing the size of streets to bring the cost down.

DEAN SELLERS, City Engineering, added that he was not opposed to changing the street standards but would hate to change on a plat by plat basis. He suggested changing the standards in the regulations.

ROBERT A. LAKIN, Director of Planning, stated that he has been working with the Wichita Home Builders Association reviewing street standards and will be bringing in revised street standards. He said that the Committee today has in its regulations the authority to grant variances on hardship cases. He recommended 26-foot standard streets for these lots with two parking lanes on each side and a single moving lane with two-way traffic if a 34-foot street is not required. He urged the Committee that if a variance is granted, the lots should be required to be at least 20,000 square feet and there should be an understanding that no lot splits will be granted which would create smaller lot patterns to produce a lot more cars. He had no objections to the plat being completed in final form but requested that it not be forwarded to the City Commission until the sewer problem is worked out.

WAYNE FOX, Water Department, stated that a water pump will be needed to serve the lots on the private streets.

GEORGE ECKNOR, Gas Service Company, requested an easement where the private streets are.

ROBERT BLEVINS, Kansas Gas & Electric, left his plat for side lot easements.

BILL MCKINLEY, Traffic Engineering, recommended keeping access as far from the intersection as possible.

BAYOUTH moved for approval of the plat subject to the staff comments with the exception of items A and B being worked out; item G be reduced to 26 feet; item K eliminated until the Real Estate Board is heard from; and item J be revised to allow one curb cut on Central and one on 143rd Street.

SAVINA was still concerned about the width of the streets.

GIST stated that he did not anticipate Lakin's report in the next few weeks. He said this plat is a low density development which allows lesser roadway widths.

KENNY HILL, engineer, Reiss & Goodness, who will be working on the final plat, stated that they needed to know what the street width will be so that they will know what right-of-way to put on the plat.

SAVINA suggested changing the street width to 30 feet. BAYOUTH said that he would change his motion to 29 feet and give the applicant the opportunity to change to 26 feet. SAVINA seconded the motion.

MOTION: BAYOUTH moved, SAVINA seconded and it carried unanimously that the Subdivision Committee approve the preliminary and authorize preparation of the final plat subject to:

- A. One point of access shall be permitted to Lot 1, Block 3, from 143rd Street East and one from Central Avenue. Said accesses to be as far from the intersection of 143rd Street and Central as possible.
- B. The applicant shall guarantee all cross street drainage structures such as bridges, boxes, pipes and culverts and as well shall guarantee all other required drainage improvements.
- C. A new title shall be selected for the plat so as not to be confused with the Crestview Country Club Estates plats already filed of record.
- D. A new title shall be selected for the plat so as not to be subject property until the Four Mile Creek Phase I sewer study had produced the answers for handling of sanitary sewers in this area.
- E. The applicant shall guarantee the installation of sanitary sewer to serve the addition and all the lots therein.
- F. The applicant shall submit a county zone change request to "AA" zoning and a conditional use request for the multi-family development proposed on Blocks 1, 2 and 7 of the preliminary plat. Approval of the plat is subject to the approval of these applications.
- G. The private streets in Blocks 1 and 2 shall be redesigned to shorten their length and the one private street connecting to the cul-de-sac on Sagebrush shall be relocated so as to connect to Sagebrush at a better location.

May 5, 1977

- H. The applicant shall submit a covenant which shall provide for the control and maintenance of the open space-drainage areas and the private streets.
- I. The applicant shall guarantee the paving of all the public streets to the City of Wichita standards. The Subdivision Committee recommends a 29 foot back to back paving width, unless it is determined that the 26 foot width discussed is more acceptable.
- J. Appropriate street plans and profiles for the streets shall be submitted to the City Engineer for review and approval prior to issuance of any building permits and a copy of the approved plans shall be provided to the County Engineer prior to construction of the streets.
- K. The applicant shall guarantee the installation of city water to serve subject plat and all the lots therein.
- L. The applicant shall contact the Water Department and the Gas Service Company relative to easement requirements in the portions of Blocks 1 and 2 to be served by private streets.
- M. The Subdivision Committee recommends that sidewalks not be required on this plat.
- N. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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- 14. ~~S/D 77-5 - Final Plat of WESTPORT INDUSTRIAL PARK 4TH ADDITION, generally located on the south side of Pawnee between West Street and Knight Street.~~

~~NEWBY outlined the area on the map and recommended approval of the plat subject to the staff comments.~~

~~KENNETH O. TAYLOR, engineer, representing the applicant, had no objections to the staff comments.~~

~~M.S. MITCHELL, Maintenance-Flood Control, requested a lot grading plan.~~

~~MOTION: HENNESSY moved, SAVINA seconded and it carried unanimously that the Subdivision Committee recommend to the Planning Commission that this plat be approved subject to:~~

- ~~A. It shall be noted that the problems involving the additional drainage dedication on Block 2 have been resolved by the~~

Legal Publication

(First Published in The Daily Reporter, Friday, Aug. 18, 1978)

RR#129-1978

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

IN RE: CRESTVIEW COUNTRY CLUB ESTATES, OVERBROOK ADDITION, SEDGWICK COUNTY, KANSAS.

RESOLUTION AND ORDER

WHEREAS, the Board of County Commissioners of Sedgwick County, Kansas, by its Resolution and Order duly adopted the 8th day of March, 1978, provided that street improvements shall be made to the streets in the property being platted as Crestview Country Club Estates, Overbrook Addition, including curb, gutter and pave, including necessary drainage; and

WHEREAS, Article 3 of said Resolution and Order provided as follows:

"3. The cost of all such improvements, including but not limited to, engineering, construction costs, which shall include street intersections and temporary note interest, shall, when ascertained, be assessed to the lots and parcels abutting on the streets improved, and such assessments shall be determined and made as provided by the terms of K.S.A. 12-606, all as authorized by the terms of K.S.A. 68-728(b), and

WHEREAS, subsequent to the adoption of said Resolution and Order, the Legislature of the State of Kansas has enacted additional statutes pertaining to the methods of determining the assessments to be assessed to the lots and parcels abutting on the streets improved in such locations; and

WHEREAS, there has been presented to the Board of County Commissioners of Sedgwick County, Kansas, a Petition signed by the owners one hundred percent (100%) of the lots abutting the streets in that part of Crestview Country Club Estates, Overbrook Addition, Sedgwick County, Kansas, being platted into Blocks 1, 2, 3, part of Block 4, and Reserve "A", being a plat of the following described real estate:

That part of the West Half of Section 13, Twp 27 South, Range 2 East of the Sixth P. M., Sedgwick County, Kansas, described as

Beginning at the Northwest corner of the Southwest Quarter of Section 13, Township 27 South, Range 2 East of the Sixth P. M., Sedgwick County, Kansas; thence North 0° 58' 48" West 249 feet on the West line of the Northwest Quarter of said Section 13; thence North 88° 52' 12" East 439.82 feet to a point of curve; thence on a circular curve to the left having a central angle of 17° 52' 12" and a radius of 731.45 feet, for an arc distance of 228.13 feet, to a point of tangency; thence North 71° 00' East 58 feet on a line tangent to the last described curve to a point of curve; thence on a circular curve to the right having a central angle of 48° 00' and a radius of 377.20 feet, an arc distance of 322.59 feet to a point of tangency; thence South 60° East 213.0 feet on a line tangent to the last described curve; thence South 30° West 80 feet to a point of curve; thence on a circular curve to the left having a central angle of 30° 54' 01" and a radius of 384.39 feet, an arc distance of 207.31 feet to a point of tangency; thence South 0° 54' 01" East 9.10 feet on a line tangent to the last described curve; thence North 88° 05' 59" East 558.0 feet; thence South 0° 54' 01" East 1170.14 feet; thence South 50° 00' West 112.88 feet; thence South 40° 00' East 150.00 feet; thence South 50° 00' West 18.96 feet; thence South 37° 57' 11" East 216.79 feet to a point on the Northerly right of way line of the Kansas Turnpike; thence Southwesterly on a circular curve being the Northerly right of way of said Kansas Turnpike, having a central angle of 1° 29' 30" at a radius of 7789.44 feet, an arc distance of 202.80 feet; thence South 88° 05' 59" West 1141.47 feet; thence North 45° 00' West 424.04 feet; thence South 88° 05' 59" West 199.04 feet to the West line of the Southwest Quarter of Section 13, Township 27 South, Range 2 East; thence North 0° 54' 01" West 1485.92 feet to the point of beginning. The bearing of the West line of the Southwest Quarter of said Section 13 is assumed to be North 0° 54' 01" West, and also signed by the owners of one hundred percent (100%) of all of the unplatted land abutting said streets, which Petition prays that the Board of County Commissioners, by Resolution, amend Article 3 of its Resolution and Order adopted the 8th day of March, 1978, in such manner that all lawful methods of apportioning such assessments be available in order that the method affording the most equitable means of apportionment may be utilized; and

WHEREAS, said Petition has been set for hearing before the Board this date, and upon due consideration of the matter, the Board, meeting in regular session with the following members present, to-wit:

Tom Scott
John Hale
Everett Patrick,
being fully advised in the premises, all members

voting in the affirmative, make the following findings and orders:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS:

1. That the Petition above referred to is in due and regular form and has been signed by one hundred percent (100%) of the owners of the lots abutting the streets in Crestview Country Club Estates, Overbrook Addition, Sedgwick County, Kansas, and by the owners of one hundred percent (100%) of the unplatted land abutting on or fronting on any such streets.

2. That Article 3 of the Resolution and Order of the Board of County Commissioners adopted the 8th day of March, 1978, which Order provided for street improvements to be made to the streets in Crestview Country Club Estates, Overbrook Addition, shall be and is hereby rescinded and repealed and the following Article be and is hereby enacted and substituted in said Resolution and Order as Article 3 thereof:

"3. The cost of all such improvements, including but not limited to, engineering, construction costs, which shall include street intersections and temporary note interest, shall, when ascertained, be assessed to the lots and parcels abutting on the streets improved, and such assessments shall be determined and made as provided by the terms of K.S.A. 68-728 and any amendments thereto."

3. This Resolution shall be published for three (3) consecutive weeks in the official paper of Sedgwick County, and if the owners of more than one-half of the property liable for taxation for such improvements shall not, within twenty (20) days from the last publication thereof, file with the County Clerk their protest against this Resolution, the same shall become final and in full force and effect.

ADOPTED the 18th day of August, 1978.

/s/ Everett Patrick, Chairman
/s/ John Hale, Commissioner
/s/ Tom Scott, Commissioner

ATTEST:

/s/ Dorothy K. White
County Clerk of Sedgwick
County, Kansas

APPROVED AS TO FORM ONLY:

/s/ James W. Pattinson
Assistant County Counselor

(SEAL)

(A-18-25 51)

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 77-30 Name Crestview Country Club Estates Overbrook
Application & Sketch Filed: 3-7-77 Addition
Preliminary Plat Filed: 4-21-77 Approved by S/D: 5-5-77
Final Plat Filed: 11-7-77 Approved by S/D: 12-15-77
Approved by Metropolitan Area Planning Commission: 12-22-77

DESCRIPTION

General Location:

East side of 143rd Street East between Central and 13th Street

Surveyor or Engineer: Reiss & Goodness

Owner: Karl Solomon, et al.

Address: 915 Douglas Building

- | | |
|---|---|
| <p>1. Gross Acreage of Plat <u>88</u></p> <p>2. Number of Lots:</p> <p style="padding-left: 20px;">Residential <u>65</u></p> <p style="padding-left: 20px;">Commercial _____</p> <p style="padding-left: 20px;">Industrial _____</p> <p style="padding-left: 20px;">Other _____</p> <p style="padding-left: 20px;">Total Number of Lots: <u>65</u></p> <p>3. Minimum Lot Area: <u>0.49</u> Acres</p> <p>4. Existing Zoning <u>R-1</u></p> | <p>6. Access Control</p> <p>St. <u>143rd St. East</u> No. Openings <u>4</u></p> <p>St. <u>Central</u> No. Openings <u>1</u></p> <p>St. _____ No. Openings _____</p> <p>7. Req'd Improvements</p> <p>St. Paving <u>reqd</u> Water <u>reqd</u></p> <p>Sidewalk <u>not reqd</u> Drainage <u>not reqd</u></p> <p>Sewer <u>reqd</u> Other <u>none</u></p> |
|---|---|

5. Special Problems Discussed NOTE: The Subdivision Committee
of the Planning Commission recommends that sidewalks not be required
on this plat (minutes of the S/D meeting attached).

A valid street paving petition for the streets in the addition has been approved by the County Commission. The Crestview Country Club Improvement District has adopted a resolution to provide sanitary sewer for each lot. The City Water Department has received a valid water petition for water service to each lot.

Planning Commission Recommendation:

That this plat be approved subject to recording of the plat within 30 days after approval by the Board of City Commissioners.

Cole moved, Greider seconded and it carried unanimously. Barrier, Bayouth, Hartstein absent.

NOTE: Associated County zone case SCZ-"R-1" to "AA" has been approved by the Board of County Commissioners subject to platting.

ACTION:

Approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

DECLARATION OF COVENANTS AND RESTRICTIONS OF
OVERBROOK HOMEOWNERS ASSOCIATION

KARL SOLOMON and BARBARA SOLOMON, MARLIN J. FISHER and AVIS L. FISHER, and JAMES S. DUNCAN and RUTH DUNCAN, hereinafter referred to as "Declarant", being the owners of that certain real property subject to this declaration, DO HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration and DO HEREBY DECLARE, FIX AND ESTABLISH the covenants, restrictions, liens and charges upon and subject to which all of the property subject to this Declaration, and all part or portions thereof, improvements thereon and interests therein, shall be held, used, occupied, leased, subleased or otherwise transferred; all of which are for the benefit of said property and each person having any interest therein as owner or lessee or sub-lessee; and the same and each of them shall inure to and be binding upon each and every successor in interest of each said person, and the same and each of same is hereby imposed upon said property as a servitude in favor thereof and interest therein as the dominant tenement or tenements, to-wit:

ARTICLE I

PROPERTY
DESCRIPTION:

All that part of the West One Half (W 1/2) of Section 13, Township 27 South, Range 2 East of the 6th P. M., Sedgwick County, Kansas, situated North and West of the Northerly right of way line of the Kansas Turnpike except Lot 1, Block 4 and Lot 19, Block 3 in Crestview Country Club Estates, Overbrook Addition to Sedgwick County, Kansas.

ARTICLE II

DEFINITIONS:

Unless the context clearly indicates a different meaning therefor, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same be used) shall be deemed to mean and shall be defined as hereinafter in this Article II set forth:

ARTICLES OF
INCORPORATION AND
BYLAWS:

Articles of Incorporation or Bylaws, as the case may be, of the Association as the same may be amended from time to time.

ASSOCIATION:

The Overbrook Homeowners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described.

COMMUNITY
FACILITIES:

All facilities placed or erected on a community area and all facilities serving more than one residence site or one owner and including

drives, walks, parking areas, sewers, electrical, water, gas, television and telephone services and fixtures, storage and equipment areas or enclosures, parks, open spaces, planted and landscaped areas, sprinkling systems and recreation areas.

OWNER:

Any person or persons who own a residence site in fee simple in any part of the realty hereinbefore described, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

COMMUNITY OR COMMON AREAS:

All of the subject property other than the residence sites or lots.

NOTICE:

Notice, declaration, certification, approval, consent, authorization shall mean and be effective as such only when in writing.

TRANSFER:

A transfer of any and every kind or nature whatsoever of any right, title or interest in subject property or in a residence site or any part or portion thereof or interest therein or improvement thereon or appurtenant thereto, including a transfer by deed of trust or mortgage and also including, but not limited to, a sale, assignment, gift, lease or sublease.

DECLARANT:

The owners named in the first paragraph of this Declaration and/or any of their successors or assigns to whom Declarant's interest, rights and duties herein may hereafter be specifically assigned in writing and such assignment filed of record in the office of the Register of Deeds.

UTILITY:

Electricity, gas, water, telephone, television, trash pickup and like services whether or not provided or supplied by a public utility company or an improvement district.

ARTICLE III

INCORPORATION OF EXISTING RESTRICTIONS:

To the extent that all or any portion of the subject property shall heretofore have been made subject to any conditions or restrictions of use by a recorded instrument or instruments, the Association and each member shall abide by any such conditions or restrictions. Nothing herein contained is intended to abrogate any existing valid restrictions or covenants concerning subject property.

ARTICLE IV

OCCUPANCY: CONDUCT:

An owner shall not interfere with the rights of other owners, the Association, or the Declaration, nor intentionally or unintentionally annoy any of such or any of the occupants of subject property by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

An owner shall obey and comply with all public laws, ordinances, rules and regulations and all ground rules now or hereafter promulgated as provided for in this Declaration.

No owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the subject property community facilities, or the residence site of any other owner.

ARTICLE V

RESTRICTIVE COVENANTS:

Dogs and other household animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site or in the common areas.

No owner shall erect any structures, either permanent or temporary, upon any of the common areas.

No automobile, truck, motorcycle, motorbike, boat, housetrailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common areas.

It is further required that owners other than Declarants of a building site or sites must plant and maintain a minimum of five (5) trees or shrubs on each building site each year for a minimum of five (5) years. Any existing trees or shrubs may not be removed without the permission of the Homeowners Association. If any owner shall fail to comply with such provision, the Overbrook Homeowners Association, aforesaid, may cause this restriction to be complied with and for such purpose the Homeowners Association or its agents shall have access to any such building site to be so improved and the cost of such compliance shall be certified by the Homeowners Association and may be filed in proper form so as to constitute a lien against the real property so improved.

All building sites or lots subject to these restrictions must be mowed at least once a month during the months from May to September, inclusive, and if any owners shall fail to comply with this restriction then the Homeowners Association shall have access to such building site and may cause the same to be mowed and the cost of such mowing may be assessed against such building site as a lien against the same.

ARTICLE VI

ASSOCIATION: Powers and Duties:

The Overbrook Homeowners Association of the State of Kansas shall have the rights and powers as set forth in its Article of Incorporation and Bylaws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

Declarant shall carry out all of the duties and powers herein delegated to the Association in regard to each particular platted area until at least fifty (50) percent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with these Declarations of Covenants and Restrictions. As each separate platted area reaches fifty (50) percent of development as aforesaid, such platted area shall be turned over to the Association, which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided, however, that the Declarant may at its option at any time turn the management of any platted area over to the Association. The Association and the Declarant shall cooperate fully in the management of all areas.

Declarant shall maintain, develop and manage all unsold portions of the property at its sole cost and the Association shall not levy any assessment against the Declarant for any reason.

The Association shall own and maintain, improve, landscape, mow and keep clean common areas reserved and access easements including, but not limited to, Reserve "A" as platted, and also such additional common areas as Declarant may hereafter plat and convey to the Association.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out.

This instrument conveys and the undersigned owners hereby quit claim to the Overbrook Homeowners Association, a non-profit Kansas corporation, the common areas described as follows, to-wit:

Reserve "A" Block 3, Crestview
Country Club Estates Overbrook
Addition, Sedgwick County, Kansas.

If the Association shall fail or refuse for any reason to maintain the aforescribed common areas, then the proper governmental unit shall have the right to maintain such common areas and assess the costs thereof, pro rata, to the benefited adjacent property. This provision shall endure, even though the rest of these declarations and restrictions shall terminate, as long as such common areas are used as such and until the Association by

majority vote in a meeting at which a quorum is represented, together with all of the owners of property abutting any given common areas shall execute a written consent to the discontinuance of the use of any such common area as such. If the use of such common area shall be discontinued as a common area, as above set out, then the ownership of the same shall revert to the abutting land owners as tenants in common.

ASSOCIATION:
Operations and
Expenses:

The Association shall establish such committees as may be provided for in its bylaws, shall engage a manager, secretaries, engineers, auditors, legal counsel, and other employees or consultants as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay for all other expenses necessary or incidental to the conduct or carrying on of its business.

ASSOCIATION:
Enforcement:

The Association may engage a professional management firm and turn over to such firm any duties required by its Charter and Bylaws and this Declaration. The Association shall have the duty to enforce each and every of the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

The Association by three-fourths vote of the Board of Directors shall have the power to levy fines up to and including \$100.00 against any Owner who has breached or threatens to breach any of the provisions of this Declaration or Bylaws of the Association.

ASSOCIATION:
Taxes and
Assessments:

Each owner shall be obligated to pay the taxes or assessments assessed by the County Assessor against his own residence site or personal property.

ARTICLE VII

ASSESSMENTS AND LIENS:
General Assessments:

Each owner shall pay to the Association the assessments which shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of the property constituting the common areas and facilities. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

ASSESSMENTS AND LIENS:
Basis and Operating
Fund:

All general assessments shall be made against such Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners, except the Declarant.

Each new Owner shall pay an original charge of \$100.00 to the Association to be used as an operating fund for the Association.

ASSESSMENTS AND LIENS: The amount of such assessment as fixed above shall not exceed \$120.00 per building site in any one year unless it is increased at a meeting of the members called for that purpose prior to the date on which the assessment is due for the year for which such increase is proposed and two-thirds of the members present at such meeting must vote for such increase in order for it to be effective. Whenever the Association deems it advisable to submit to the members a proposal for increasing the rate of assessment for any particular year, then it shall notify the members of the Association by mailing to such members at the last known address with the United States postage thereon prepaid, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase in the rate of assessment is to be voted upon at such meeting. No increase of rate of assessment may be made for more than one (1) year at a time.

ASSESSMENTS AND LIENS:
Special Assessments:

The Association may, from time to time, at a regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against such residence site for the operation of the Association, and the operation, care, maintenance and improvement of the property constituting the common areas and facilities. In addition, the Association shall have the authority to establish and fix a special assessment on any residence site to secure the liability of the Owner of such residence site to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessments shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessments shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association and shall thereafter bear interest until paid in full at a rate to be established by the Association Board of Directors.

ASSESSMENTS AND LIENS:
Collection and Expenditures:

The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may in addition to such assessments charge and assess costs (including reasonable attorney fees) and penalties and interest for the late payment or nonpayment thereof. The Association shall have the authority to expend all moneys

collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association and provided for in this Declaration and the Articles of Incorporation and Bylaws of the Association.

**ASSESSMENTS AND
LIENS:
Delinquency:**

Thirty (30) days after any general or special charge and assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied.

**ASSESSMENTS AND
LIENS:
Notice of
Delinquency:**

At any time after general or special charge and assessment against any residence site has become a lien and delinquent, the Association may record a Notice of Delinquency as to such residence site, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the residence site against which the same has been assessed, and the name of the record or reputed owner thereof and such notice shall be signed by an officer of the Association.

Upon payment or other satisfaction of said assessment, interest, penalties and costs in connection of which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

**ASSESSMENTS AND
LIENS:
Enforcement of
Liens:**

Each lien established pursuant to the provision of this Declaration by the recording of a Notice of Delinquency as hereinabove provided, may be foreclosed as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorneys' fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

**ASSESSMENTS AND
LIENS:
Reservation of
Liens:**

Declarant, as to the property covered by this Declaration and each residence site embraced therein, has established and does hereby establish, reserve and impose a lien thereon securing each assessment provided by this Declaration, together with said costs, penalties and interest, and Declarant does hereby assign to the Association the right to collect and enforce the collection of the same in accordance with and subject to the limitations contained in each of the provisions of this Declaration.

**ASSESSMENTS AND
LIENS:
Subordination to
Mortgages:**

Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate

to any valid bona fide mortgage (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any residence site purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

ARTICLE VIII

REPAIR AND
RESTORATION:
Community
Facilities:

Should any community facilities or any part or portion thereof be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property.

REPAIR AND
RESTORATION:
Timing and
Completion:

The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being of the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties, and in that event all insurance proceeds collected and any additional amount of cost and expense in excess thereof shall be paid over to the Association to be used by or to reimburse it for such repairs and restoration.

REPAIR AND
RESTORATION:
Approval of Plans:

No work provided for in this Article or elsewhere in this Declaration shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having jurisdiction of the work.

ARTICLE IX

EASEMENTS:
Reservation:

There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective easements and rights of way as particularly identified in this Article.

EASEMENTS:

Declarant specifically reserves unto itself, its successors and assigns, a perpetual,

nonexclusive easement and right of way over the common area, for the purpose of constructing, maintaining, repairing, replacing and rebuilding underground pipe lines, drains and/or mains for the purpose of conveying gas, water and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the location of said pipes, drains and/or mains; provided, however, that the subject property is at all times to be replaced in its original state at the expense of the Declarant, his successors and assigns, for the purpose of developing all residence sites located upon subject property and any contiguous and adjacent property to be developed at a later time. This easement is not intended to be exclusive and it is not intended to prohibit or restrain the owners of the subject property to use the land for their benefit. Provided, that the appropriate utilities may use such easements and shall have easements for the purposes necessary to construct, erect and maintain public utilities for the benefit of such property.

There is also reserved for the use of the residents and property owners within the real property covered by these Declarations access easements for purposes of ingress and egress to the common areas, such easements to be over and across the public utility drainage easements as designated on the recorded plan of such real property. These last mentioned easements being identified as the "access easements" referred to in Paragraph 4 of Article VI of these Declarations.

ARTICLE X

MISCELLANEOUS:
Acceptance of
Provisions by
Grantee:

The Association and each grantee hereafter of any part or portion of the property covered by this Declaration and any purchaser under any grant contract of sale or any lessee under any lease covering any part or portion of such property, accepts the same subject to all of the restrictions, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

MISCELLANEOUS:
Construction and
Validity of
Restrictions:

All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenants, reservation, lien or charge, or any part thereof, shall be affected or impaired.

MISCELLANEOUS:
Assignment of
Powers:

Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment thereof may be delegated, transferred, assigned, conveyed or released by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein.

In a like manner and for a like term, such powers and duties may be assigned to the Crestview Country Club Improvement District of Sedgwick County, Kansas.

MISCELLANEOUS:
Waiver and
Exceptions:

The failure by the Association or of Declarant or of any Owner of any residence site included in said property or any other person, to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which such property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

MISCELLANEOUS:
Titles:

All titles used in this Declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them affect that which is set forth in this Article, section or subsection nor any of the terms or provisions of this Declaration nor the meaning thereof.

MISCELLANEOUS:
Singular and
Plural
Masculine and
Feminine:

The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

MISCELLANEOUS:
Successors in
Interest:

Reference herein to either the Association or Declarant shall include each successor to the affairs as such, and each such successor shall succeed to the rights, powers and authority hereunder of such to whose affairs it succeeds.

MISCELLANEOUS:
Amendments:

These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of 25 years from the date hereof. Provided, however, that the same may be amended as to any one block of such property by the owners of all of the property within such block to be affected by such amendment.

IN TESTIMONY WHEREOF, the undersigned have signed their names this 17th day of July, 1978.

Karl Solomon
Karl Solomon

Barbara Solomon
Barbara Solomon

Martin J. Fisher
Martin J. Fisher

Avis L. Fisher
Avis L. Fisher

James S. Duncan
James S. Duncan

Ruth Duncan
Ruth Duncan

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss.:

BE IT REMEMBERED, that on this 18th day of July, 1978, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Karl Solomon and Barbara Solomon, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons 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.

Carroll A. Cunningham
Notary Public

My Appointment Expires:

July 19, 1981

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss.:



BE IT REMEMBERED, that on this 17th day of July, 1978, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Marlin J. Fisher and Avis L. Fisher, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons 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.

Carroll A. Cunningham
Notary Public

My Appointment Expires:

July 19, 1981

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss.:



BE IT REMEMBERED, that on this 17th day of July, 1978, before me, the undersigned, a Notary Public in and for said county and state, personally appeared James S. Duncan and Ruth Duncan, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons 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.

Carroll A. Cunningham
Notary Public

My Appointment Expires:

July 19, 1981





Commitment for Title Insurance

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

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

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate one hundred eighty (180) days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

This Commitment shall not be valid or binding until countersigned below by a validating officer of the Company.



Pioneer National Title Insurance Company

by *John E. Flood, Jr.*
PRESIDENT

Attest: *John J. Egan*
SECRETARY

Countersigned:
By *William J. Malone*
Validating Signatory

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall

be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Y-66,360
Schedule A

Commitment No. Y-66,360	Effective Date of Commitment: June 2, 1978 @ 7:00 A.M.
Your No.:	

Prepared For:
The City of Wichita
Marlin J. Fisher and Ruth Duncan
Karl Solomon
 Inquiries Should be Directed to:

Dwayne A. Schulke
Mary Craig

1. Policy or Policies to be issued:

(a) ALTA Owners Policy - Form _____ - 1970

Amount
 Limited to
 \$ 250.00

Proposed Insured: **The City of Wichita, a Municipal Corporation**

(b) ALTA Loan Policy 1970

\$ _____

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

Marlin J. Fisher and Ruth Duncan

4. The land referred to in this Commitment is located in the County of
 State of **Kansas** and described as follows:

Sedgwick

See EXHIBIT I attached

WJF

COMMITMENT NO.

Y-66,360

4. Legal Description

Tract 1 - Overbrook Addition

Beginning at the southwest corner of the southwest quarter (SW $\frac{1}{4}$) of Section 13, Township 27 South, Range 2 east of the 6th P.M., Sedgwick County, Kansas, thence N 0° 54' 01" W 2651.92 feet on the west line of the southwest quarter (SW $\frac{1}{4}$) of said Section 13 to the Northwest corner of the southwest quarter (SW $\frac{1}{4}$) of said Section 13; thence N 0° 58' 48" W 240.0 feet on the west line of the northwest quarter (NW $\frac{1}{4}$) of said Section 13; thence N 88° 52' 12" E 439.82 feet to a point of curve; thence on a circular curve to the left having a central angle of 17° 52' 12" and a radius of 731.45 feet for an arc distance of 228.13 feet to a point of tangency; thence N 71° 00' E 58.0 feet on a line tangent to the last described curve to a point of curve; thence on a circular curve to the right having a central angle of 49° 00' and a radius of 377.20 feet an arch distance of 322.59 feet to a point of tangency; thence S 60° 00' E 213.0 feet on a line tangent to the last described curve; thence S 30° 00' W 80.0 feet to a point of curve; thence on a circular curve to the left having a central angle of 30° 54' 01" and a radius of 384.39 feet an arc distance of 207.31 feet to a point of tangency; thence S 0° 54' 01" E 9.10 feet on a line tangent to the last described curve; thence N 89° 05' 59" E 556.0 feet; thence S 0° 54' 01" E 1170.14 feet; thence S 50° 00' W 112.88 feet; thence S 40° 00' E 150 feet; thence S 50° 00' W 18.96 feet; thence S 40° 00' E 214.32 feet to a point on the northerly right-of-way line of the Kansas Turnpike; thence southwesterly on a circular curve being the northerly right-of-way line of said Kansas Turnpike having a central angle of 1° 58' 07" and a radius of 7789.44 feet an arc distance of 267.63 feet to a point of tangency; thence S 50° 03' 41" W 1313.04 feet on the northerly line of the Kansas Turnpike to the south line of the Southwest quarter (SW $\frac{1}{4}$) of said Section 13; thence S 89° 02' 56" W to the point of beginning.

TO BE PLATTED AS: CRESTVIEW COUNTRY CLUB ESTATES
OVERBROOK ADDITION, to
Sedgwick County, Kansas

WJH

Y-66,360

Schedule B

I. The following are the requirements to be complied with:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

See SCHEDULE B, I. - continued

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Standard Exceptions:

- (a) Rights or claims of parties in possession not shown by the public records.
- (b) Easements, or claims of easements, not shown by the public records.
- (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- (d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (e) Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
- (f) Taxes or assessments which are not shown as existing liens by the public records.

3. Special Exceptions:

- (a) The Lien of General and Special Taxes for the year 1978 and thereafter. See Schedule B, I.1.(b).

- (b) Subject to Lease by and between G. M. Fisher, as Lessor, and Beech Aircraft Corporation, as Lessee, recorded in Misc. Book 291 at page 35, as amended in Misc. Book 354 at page 79. *see 6-14-78 addendum for partial release*
- (c) Subject to Easement for transmission line granted to Kansas Gas and Electric Company in instrument recorded in Misc. Book 460 at page 324 over the East 10 feet of the West 50 feet of insured premises. *on street r.o.w.*
- (d) Subject to Right of Way for water pipe line granted to Beech Aircraft Corporation in instrument recorded in Misc. Book 294 at page 310. *Dick Clausing, attorney, said this pipe line is new in street r.o.w.*
- (e) Subject to Easement for transmission lines granted to Kansas Gas and Electric Company in instrument recorded in Misc. Book 628 at page 192.

on plat trading (adv. to RFA)
WKM

continued

Schedule B, I. - (Continued)

COMMITMENT NO.

Y-66,360

I.1. The following are the requirements to be complied with:

- (a) Procure and file and record a properly approved and satisfactorily executed Plat of CRESTVIEW COUNTRY CLUB ESTATES OVERBROOK ADDITION, to Sedgwick County, Kansas, executed by Marlin J. Fisher and Ruth Duncan and spouses, if any, as fee owners, and consented to by Karl Solomon and spouse, if any, as contract purchaser.
- OK.* (b) 1977 real estate taxes show unpaid in the amount of \$629.57; Key #MI-70 and \$159.17, Key #MI-71. *see July 19th addendum*
- (c) Company has been furnished a copy of the proposed drawing of proposed Plat; Company makes no statement as to any matter granted on proposed plat. Said proposed drawing includes utility easements, building setbacks, drainage easement, pedestrian easements, floodway, access control and minimum building pad elevation.

RM

Schedule B, II - (Continued)

COMMITMENT NO. Y-66,360

3. Special Exceptions - continued

(f) Subject to Right of Way granted to Sedgwick County in instrument recorded in Misc. Book 632 at page 73 over the North 20 feet of the South 50 feet of insured premises. *street r.o.w.*

(g) Subject to Right of Way granted to Sedgwick County in instrument recorded in Misc. Book 447 at page 22 over the East 10 feet of the West 40 feet of insured premises. *street r.o.w.*

(h) Easements condemned in Sedgwick County District Court Case A-54126 for the Kansas Turnpike Authority:

Tract No. 9-14B A strip of land to be used as Drainage Easement in the SW $\frac{1}{4}$ of Section 13, T-27-S, R-2-E of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point 570.8 feet East of the Southwest Corner of said Section 13, and Northeasterly making an included angle of 38 degrees 55 minutes with the South line of said Southwest $\frac{1}{4}$ of Section 13 a distance of 236.6 feet to the point of beginning, being 150 feet Northwest at right angles from centerline survey of the Kansas Turnpike Station 5272+00; thence Northwest at right angles to said centerline a distance of 150 feet; thence Northeast parallel to said centerline 300 feet; thence Southeast at right angles to said centerline 150 feet; thence Southwest parallel to centerline 300 feet more or less to the point of beginning.

(i) Restrictions, covenants and conditions contained in instrument recorded in Film 294 at page 494, which do not contain a forfeiture or reverter clause.

(j) Described property may be and/or is subject to Special Assessments as disclosed by Resolution recorded in Film 297 at page 715.

AWM

*Commitment
for
Title Insurance*



PIONEER NATIONAL TITLE INSURANCE

A TICOR COMPANY

City of Wichita/ Fisher, Duncan/ Solomon

CAT. NO. J30004
PRINTED 6-77

To be Platted as: **ESTVIEW COUNTRY CLUB ESTATE**
OVERBROOK ADDITION
ENDORSEMENT # 1

Y-66,360

ISSUED BY

Pioneer National Title Insurance Company

Attached to and forming a part of Commitment No. Y-66,360
dated June 2, 1978 @ 7:00 A.M.
~~By the City of Wichita~~

SAID COMMITMENT IS HEREBY AMENDED AS FOLLOWS:

SCHEDULE A,3. is amended to show title vested in:

Marlin J. Fisher and Ruth Duncan, as to insured premises,
except the South 1282.17 feet thereof.

Karl Solomon, as to the South 1282.17 feet of insured
premises.

SCHEDULE B,I.(a) is amended to add:

and Karl Solomon and spouse, if any, as fee owner.

SCHEDULE B,II.3.(b) is amended to add:

and partially released in Film 277 at page 459.

ALL OTHER TERMS AND CONDITIONS OF SAID COMMITMENT REMAIN THE SAME.

Nothing herein contained shall be construed as extending or changing the effective date of said ~~book~~ ^{Commitment}
unless otherwise expressly stated.

This endorsement, when countersigned below by a Validating Signatory, is made a part of said ~~book~~ ^{Commitment}
and is subject to the Exclusions from Coverage, schedules, conditions and stipulations therein, except as modified by the provisions hereof.

IN WITNESS WHEREOF, the company has caused its corporate name and seal to be hereunto affixed
by its duly authorized officers.

Dated: June 14, 1978

Pioneer National Title Insurance Company

by *John E. Blood, Jr.* PRESIDENT

Countersigned:
FIDELITY TITLE COMPANY, INC.

Attest: *[Signature]* SECRETARY

By *William G. Malone*
Validating Signatory.

City of Wichita/Fisher, Duncan/Solomon
CATING JJ00004 To be platted as: Crestview County Club Estates
PNY 7 (6-77) Overbrook Addition

Y-66,360

No.

ENDORSEMENT # 2

ISSUED BY

Pioneer National Title Insurance Company

Attached to and forming a part of Commitment Y-66,360
dated June 2, 1978 @ 7:00 A.M.
~~Filed for recording on June 2, 1978~~

SAID COMMITMENT IS HEREBY AMENDED AS FOLLOWS:

SCHEDULE B, I.1.(b) is deleted and replaced as follows:

1977 real estate taxes show paid in the amount of
\$629.57; Key #MI-70 and \$394.19; Key #MI-72.

ALL OTHER TERMS AND CONDITIONS OF SAID COMMITMENT REMAIN THE SAME.

Nothing herein contained shall be construed as extending or changing the effective date of said ~~Commitment~~
unless otherwise expressly stated.

This endorsement, when countersigned below by a Validating Signatory, is made a part of ~~Commitment~~
and is subject to the Exclusions from Coverage, schedules, conditions and stipulations therein, except as modi-
fied by the provisions hereof.

IN WITNESS WHEREOF, the company has caused its corporate name and seal to be hereunto affixed
by its duly authorized officers.

Dated: July 19, 1978

Pioneer National Title Insurance Company

by *John E. Flood, Jr.*
PRESIDENT

Countersigned:
FIDELITY TITLE COMPANY, INC.

Attest: *[Signature]*
SECRETARY

By *William J. Malone*
Validating Signatory.

City of Wichita/Fisher, Duncan/Solomon
To be platted as: Crestview County Club Estates
Overbrook Addition

Y-66,360

C.A.T. NO. JJ00004
P.N.F. 7 (6-77)

No.

ENDORSEMENT # 2

ISSUED BY

Pioneer National Title Insurance Company

Attached to and forming a part of Commitment Y-66,360
dated June 2, 1978 @ 7:00 A.M.
~~Pioneer National Title Insurance Company~~

SAID COMMITMENT IS HEREBY AMENDED AS FOLLOWS:

SCHEDULE B, I.1.(b) is deleted and replaced as follows:

1977 real estate taxes show paid in the amount of
\$629.57; Key #MI-70 and \$394.19; Key #MI-72.

ALL OTHER TERMS AND CONDITIONS OF SAID COMMITMENT REMAIN THE SAME.
Commitment

Nothing herein contained shall be construed as extending or changing the effective date of said ~~policy~~
unless otherwise expressly stated.

This endorsement, when countersigned below by a Validating Signatory, is made a part of said ~~policy~~
and is subject to the Exclusions from Coverage, schedules, conditions and stipulations therein, except as modi-
fied by the provisions hereof.

IN WITNESS WHEREOF, the company has caused its corporate name and seal to be hereunto affixed
by its duly authorized officers.

Dated: July 19, 1978

Pioneer National Title Insurance Company

by

PRESIDENT

Countersigned:
FIDELITY TITLE COMPANY, INC.

COPY

Attest:

SECRETARY

By William J. Madame
Validating Signatory.

Legal Publication

(First Published in The Daily Reporter Monday, March 13, 1978)
R.446-1978

BEFORE THE BOARD
OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

IN RE:
CRESTVIEW COUNTRY CLUB ESTATES,
OVERBROOK ADDITION, SEDGWICK
COUNTY, KANSAS.

RESOLUTION AND ORDER

WHEREAS, there has been presented to the Board of County Commissioners of Sedgwick County, Kansas, a Petition pursuant to the provisions of K.S.A. 68-728, signed by the owners of one hundred percent (100%) of the lots abutting the streets in that part of Crestview Country Club Estates, Overbrook Addition, Sedgwick County, Kansas, being platted into Blocks 1, 2, 3, part of Block 4, and Reserve "A", and being a plat of the following described real estate, to-wit:

All that part of the West Half of Section 13, Township 27 South, Range 2 East of the Sixth P.M., Sedgwick County, Kansas, described as follows:

Beginning at the Northwest corner of the Southwest Quarter of Section 13, Township 27 South, Range 2 East of the Sixth P.M., Sedgwick County, Kansas; thence North 0 degrees 58 minutes 48 seconds West 240 feet on the West line of the Northwest Quarter of Section 13; thence North 88 degrees 52 minutes 12 seconds East 439.82 feet to a point of curve; thence on a circular curve to the left having a central angle of 17 degrees 53 feet 12 seconds and a radius of 721.45 feet, for an arc distance of 228.13 feet, to a point of tangency; thence North 71 degrees 00 minutes East 58 feet on a line curve; thence on a circular curve to the right having a central angle of 49 degrees 00 minutes and a radius of 377.20 feet, an arc distance of 322.59 feet to a point of tangency; thence South 60 degrees East 213.0 feet on a line tangent to the last described curve; thence South 30 degrees West 80 feet to a point of curve; thence on a circular curve to the left having a central angle of 50 degrees 54 minutes 01 second and a radius of 384.33 feet, an arc distance of 207.31 feet to a point of tangency; thence South 0 degrees 54 minutes 01 second East 9.10 feet on a line tangent to the last described curve; thence North 89 degrees 05 minutes 58 seconds East 556.0 feet; thence South 0 degrees 54 minutes 01 second East 1170.14 feet; thence South 50 degrees 00 minutes West 112.88 feet; thence South 40 degrees 00 minutes, East 150.00 feet; thence South 50 degrees 00 minutes West 18.96 feet; thence South 37 degrees 57 minutes 11 seconds East 216.79 feet to a point on the Northerly right of way line of the Kansas Turnpike; thence Southwesterly on a circular curve being the Northerly right of way of said Kansas Turnpike, having a central angle of 1 degree 29 minutes 30 seconds at a radius of 7789.44 feet, an arc distance of 132.80 feet; thence South 89 degrees 05 minutes 59 seconds West 1141.47 feet; thence North 45 degrees 00 minutes West 424.04 feet; thence South 89 degrees 05 minutes 59 seconds West 199.04 feet to the West line of the Southwest Quarter of Section 13, Township 27 South, Range 2 East; thence North 0 degrees 54 minutes 01 second West 148.33 feet to the point of beginning. The bearing of the West line of the Southwest Quarter of said Section 13 is assumed to be North 0 degrees 54 minutes 01 second West,

and also signed by the owners of one hundred percent (100%) of all of the unplatted land abutting said streets, which Petition requests the Board to cause the curbing, guttering and paving, including drainage, of the streets, in the above described portion of said Addition; and

WHEREAS, Crestview Country Club Estates, Overbrook Addition, and all of the lots and real estate described and referred to herein lie within Sedgwick County, Kansas, and totally outside the limits of any incorporated city; and

WHEREAS, said Petition has been set for hearing before the Board this date, and upon consideration of the matter, the Board, acting in regular session with the following members present, to-wit:

Tom Scott

John Hale

Everett Patrick,

being fully advised in the premises, all members voting in the affirmative, make the following findings and order:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS:

1. That the Petition above referred to is in due and regular form and has been signed by one hundred percent (100%) of the owners of the lots abutting the streets in Crestview Country Club Estates, Overbrook Addition, Sedgwick County, Kansas, and by the owners of one hundred percent (100%) of the unplatted land abutting on or fronting on any such streets.

2. That the following street improvements shall be made to the streets in said Crestview Country Club Estates, Overbrook Addition, to-wit:

Curb, gutter and pave, including necessary drainage.

3. The cost of all such improvements, including but not limited to, engineering, construction costs, which shall include street intersections and temporary note interest, shall, when ascertained, be assessed to the lots and parcels abutting on the streets improved, and such assessments shall be determined and made as provided by the terms of K.S.A. 68-608, all as authorized by the terms of K.S.A. 68-728(b).

4. In order to temporarily finance construction of the improvements, temporary improvement notes shall be issued, and upon completion of said improvements, improvement bonds shall issue, to mature over a period not to exceed twenty (20) years from the date of issue.

5. This resolution shall be published for three (3) consecutive weeks in the official paper of Sedgwick County, and the owners of more than one-half of the property liable for taxation for such improvements shall not, within twenty (20) days from the last publication thereof, file with the County Clerk their protest against such improvements, such improvements shall be contracted for and such improvements made.

BE IT FURTHER RESOLVED THAT in the event no proper protest is filed within the time above provided, the Board is authorized to contract for the services of Reiss & Goodness, Engineers, a firm of registered engineers, to plan and superintend the construction of the streets above described, such engineer to prepare a preliminary survey and determine the cost of construction and such plans and specifications as are required, the same to be approved by the County Commissioners.

BE IT FURTHER RESOLVED, that the compensation or fee of the engineer shall be conditioned upon and contingent upon such work being actually done, and that the cost of such preliminary survey and other work shall be and become a part of the completed project as shall all other engineering work and services performed in connection therewith, and that as such construction is performed that upon completion thereof the said engineer shall be paid from a part of the special assessments levied to pay for such construction in conformity with the statutes in such cases made and provided.

ADOPTED the 8th day of March, 1978.

Tom Scott

John Hale

Everett Patrick

ATTEST:

Dorothy K. White

County Clerk of Sedgwick County, Kansas.

Judy Smith, Deputy County Clerk

APPROVED AS TO FORM ONLY:

Theodore H. Hill

County Counselor

(SEAL)

M-13-20-27

Newby

LAW OFFICES
RICHARD B. CLAUSING
915 DOUGLAS BUILDING
104 SOUTH BROADWAY
WICHITA, KANSAS 67202

AREA CODE 316 262-0473

April 5, 1978

Mr. Curtis Newby
Wichita Metropolitan Area
Planning Commission
Tenth Floor, City Building
455 North Main Street
Wichita, Kansas 67202

Re: Crestview Country Club Estates
Overbrook Addition
Sedgwick County, Kansas

Dear Mr. Newby:

Pursuant to our discussion of this date, I enclose herewith a copy of the street Petition in the above matter. The Petition does not show the date it was filed, but I called the County Clerk's office and was informed the Petition was filed on February 15, 1978. Hearing on the Petition before the County Commission occurred on March 8, 1978, resulting in the Resolution and Order, a copy of which you have been furnished.

If anything else is needed in this respect, please let me know.

Very truly yours,

Richard B. Clausing
Richard B. Clausing

RBC:cc
Enclosure



BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

IN RE:

CRESTVIEW COUNTRY CLUB ESTATES,
OVERBROOK ADDITION, SEDGWICK
COUNTY, KANSAS.

P E T I T I O N

TO: THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

1. The undersigned are the owners of one hundred percent (100%) of the following described real estate which is being platted into Blocks 1, 2, 3, part of Block 4, and Reserve "A", Crestview Country Club Estates, Overbrook Addition, Sedgwick County, Kansas, to-wit:

All that part of the West Half of Section 13, Township 27 South, Range 2 East of the Sixth P. M., Sedgwick County, Kansas, described as follows:

Beginning at the Northwest corner of the Southwest Quarter of Section 13, Township 27 South, Range 2 East of the Sixth P. M., Sedgwick County, Kansas; thence North $0^{\circ} 58' 48''$ West 240 feet on the West line of the Northwest Quarter of said Section 13; thence North $88^{\circ} 52' 12''$ East 439.82 feet to a point of curve; thence on a circular curve to the left having a central angle of $17^{\circ} 52' 12''$ and a radius of 731.45 feet, for an arc distance of 228.13 feet, to a point of tangency; thence North $71^{\circ} 00'$ East 58 feet on a line tangent to the last described curve to a point of curve; thence on a circular curve to the right having a central angle of $49^{\circ} 00'$ and a radius of 377.20 feet, an arc distance of 322.59 feet to a point of tangency; thence South 60° East 213.0 feet on a line tangent to the last described curve; thence South 30° West 80 feet to a point of curve; thence on a circular curve to the left having a central angle of $30^{\circ} 54' 01''$ and a radius of 384.39 feet, an arc distance of 207.31 feet to a point of tangency; thence South $0^{\circ} 54' 01''$ East 9.10 feet on a line tangent to the last described curve; thence North $89^{\circ} 05' 59''$ East 556.0 feet; thence South $0^{\circ} 54' 01''$ East 1170.14 feet; thence South $50^{\circ} 00'$ West 112.88 feet; thence South $40^{\circ} 00'$ East 150.00 feet; thence South $50^{\circ} 00'$ West 18.96 feet; thence South $37^{\circ} 57' 11''$ East 216.79 feet to a point on the Northerly right of way line of the Kansas Turnpike; thence Southwesterly on a

circular curve being the Northerly right of way of said Kansas Turnpike, having a central angle of $1^{\circ} 29' 30''$ at a radius of 7789.44 feet, an arc distance of 202.80 feet; thence South $89^{\circ} 05' 59''$ West 1141.47 feet; thence North $45^{\circ} 00'$ West 424.04 feet; thence South $89^{\circ} 05' 59''$ West 199.04 feet to the West line of the Southwest Quarter of Section 13, Township 27 South, Range 2 East; thence North $0^{\circ} 54' 01''$ West 1485.92 feet to the point of beginning. The bearing of the West line of the Southwest Quarter of said Section 13 is assumed to be North $0^{\circ} 54' 01''$ West.

2. The undersigned are also the owners of one hundred percent (100%) of all of the unplatted land abutting on or fronting on Ninth Street, the North boundary of which street also constitutes the Northernmost boundary of said Addition.

3. That all of said real estate lies within Sedgwick County, Kansas, and outside of the limits of any incorporated city.

4. That Petitioners are desirous of improving the streets which abut upon and are contained within said Addition, and therefore petition the Board for the construction of the curbing, guttering, paving or macadamizing, including drainage, of the streets within said Addition as platted.

5. That this Petition is submitted in conformity with and pursuant to K.S.A. 68-728, et seq.

WHEREFORE, Petitioners pray that the Board of County Commissioners, by resolution, pursuant to K.S.A. 68-728, et seq., declare such work or improvements necessary to be done and cause such resolution to be published for three (3) consecutive weeks in the official paper of Sedgwick County, Kansas, and if the owners of more than one-half ($1/2$) of the property liable for taxation for the paving, macadamizing, or draining or repaving, remacadamizing, or redraining of such road shall not within twenty (20) days

from the date of such last publication file with the County Clerk their protest against such improvements, then that the Board of County Commissioners cause such work to be done and contract therefor and levy taxes as provided by law.

Marlin J. Fisher
Marlin J. Fisher

Avis L. Fisher
Avis L. Fisher

James S. Duncan
James S. Duncan

Ruth Duncan, a/k/a G. Ruth Duncan
Ruth Duncan, a/k/a G. Ruth Duncan

Karl Solomon
Karl Solomon

Barbara Solomon
Barbara Solomon

Approved as to Form:

William P. Timmerman,
Bond Counsel

Theodore H. Hill
County Counsellor

RESOLUTION BY THE BOARD OF DIRECTORS OF
THE CRESTVIEW COUNTRY CLUB IMPROVEMENT DISTRICT
OF SEDGWICK COUNTY, KANSAS

WHEREAS, the Board of Directors of Crestview Country Club Improvement District of Sedgwick County, Kansas, have employed Reiss & Goodness, registered engineers of Sedgwick County, Kansas, for the purpose of preparing a written report in regard to the construction of sanitary sewers to serve the property known as "Crestview Country Club Estates, Overbrook Addition to Sedgwick County, Kansas," such real property being a part of the said Crestview Country Club Improvement District, and

WHEREAS, such written report shows the amount, character and kind of work to be done and the location and the probable cost thereof, and

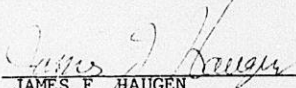
WHEREAS, such report has been submitted to the Board of Directors of the said Improvement District and after examination of the same they have determined that such work and improvements ought to be constructed and that the costs thereof ought to be paid by the levying of special taxes or assessments upon all of the real estate situated in the said district that will be benefitted by the improvements.

THEREFORE, BE IT RESOLVED, by the Board of Directors of the Crestview Country Club Improvement District of Sedgwick County, Kansas, in special meeting duly assembled on this 24th day of March, 1978, that there should be constructed sanitary sewers to serve the above described real property and that the same should be paid for by taxes or special assessments levied upon the real estate situated in the said district which is benefitted by such improvements.

CERTIFICATE

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

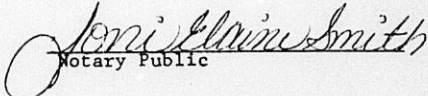
JAMES F. Haugen, being of legal age and duly sworn states and says that he is the duly elected, qualified and acting Vice President of the Board of Directors of the Crestview Country Club Improvement District of Sedgwick County, Kansas, and that at a special meeting of the Board of Directors held on March 24, 1978, the above and foregoing Resolution was unanimously adopted, and that all of the Directors were present and voting at such meeting.



JAMES F. HAUGEN

SUBSCRIBED AND SWORN to before me this 28th day of March,





Joni Elaine Smith
Notary Public

The Daily Reporter, Monday, March 13, 1978-Page 7
Legal Publication

(First Published In The Daily Reporter Monday, March 13, 1978)
R.46-1978

BEFORE THE BOARD
OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS
IN RE:
CRESTVIEW COUNTRY CLUB ESTATES,
OVERBROOK ADDITION, SEDGWICK
COUNTY, KANSAS.

RESOLUTION AND ORDER

WHEREAS, there has been presented to the Board of County Commissioners of Sedgwick County, Kansas, a Petition pursuant to the provisions of K.S.A. 68-728, signed by the owners of one hundred percent (100%) of the lots abutting the streets in that part of Crestview Country Club Estates, Overbrook Addition, Sedgwick County, Kansas, being platted into Blocks 1, 2, 3, part of Block 4, and Reserve "A", and being a plat of the following described real estate, to-wit:

All that part of the West Half of Section 13 Township 27 South, Range 2 East of the Sixth P.M., Sedgwick County, Kansas, described as follows:

Beginning at the Northwest corner of the Southwest Quarter of Section 13, Township 27 South, Range 2 East of the Sixth P.M., Sedgwick County, Kansas; thence North 0 degrees 58 minutes 48 seconds West 240 feet on the West line of the Northwest Quarter of said Section 13; thence North 88 degrees 52 minutes 12 seconds East 438.82 feet to a point of curve; thence on a circular curve to the left having a central angle of 17 degrees 52 feet 12 seconds and a radius of 731.45 feet, for an arc distance of 228.13 feet, to a point of tangency; thence North 71 degrees 05 feet East 56 feet on a line tangent to the last described curve to a point of curve; thence on a circular curve to the right having a central angle of 43 degrees 00 minutes and a radius of 377.20 feet, an arc distance of 322.59 feet to a point of tangency; thence South 69 degrees East 213.0 feet on a line tangent to the last described curve; thence South 30 degrees West 80 feet to a point of curve; thence on a circular curve to the left having a central angle of 30 degrees 54 minutes 01 second and a radius of 384.39 feet, an arc distance of 207.31 feet to a point of tangency; thence South 0 degrees 54 minutes 01 second East 9.10 feet on a line tangent to the last described curve; thence North 89 degrees 05 minutes 59 seconds East 556.0 feet; thence South 0 degrees 54 minutes 01 second East 1170.14 feet; thence South 50 degrees 00 minutes West 112.88 feet; thence South 40 degrees 00 minutes, East 150.00 feet; thence South 50 degrees 00 minutes West 18.96 feet; thence South 37 degrees 57 minutes 11 seconds East 216.79 feet to a point on the Northerly right of way line of the Kansas Turnpike; thence Southwesterly on a circular curve being the Northerly right of way of said Kansas Turnpike, having a central angle of 1 degree 29 minutes 30 seconds at a radius of 778.44 feet, an arc distance of 202.89 feet; thence South 89 degrees 05 minutes 59 seconds West 1141.47 feet; thence North 45 degrees 00 minutes West 424.04 feet; thence South 89 degrees 05 minutes 59 seconds West 199.04 feet to the West line of the Southwest Quarter of Section 13, Township 27 South, Range 2 East; thence North 0 degrees 54 minutes 01 second West 1485.32 feet to the point of beginning. The bearing of the West line of the Southwest Quarter of said Section 13 is assumed to be North 0 degrees 54 minutes 01 second West, and also signed by the owners of one hundred percent (100%) of all of the unplatted land abutting said streets, which Petition requests the Board to cause the curbing, guttering and paving, including drainage, of the streets, in the above described portion of said Addition, and

WHEREAS, Crestview Country Club Estates, Overbrook Addition, and all of the lots and real estate described and referred to herein lie within Sedgwick County, Kansas, and totally outside the limits of any incorporated city; and

WHEREAS, said Petition has been set for hearing before the Board this date, and upon due consideration of the matter, the Board, meeting in regular session with the following members present, to-wit:

Tom Scott
John Hale

Everett Patrick, being fully advised in the premises, all members voting in the affirmative, make the following findings and order:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS:

1. That the Petition above referred to is in due and regular form and has been signed by one hundred percent (100%) of the owners of the lots abutting the streets in Crestview Country Club Estates, Overbrook Addition, Sedgwick County, Kansas, and by the owners of one hundred percent (100%) of the unplatted land abutting on or fronting on any such streets.

2. That the following street improvements shall be made to the streets in said Crestview Country Club Estates, Overbrook Addition, to-wit:

Curb, gutter and pave, including necessary drainage.

3. The cost of all such improvements, including but not limited to, engineering, construction costs, which shall include street intersections and temporary note interest, shall, when ascertained, be assessed to the lots and parcels abutting on the streets improved, and such assessments shall be determined and made as provided by the terms of K.S.A. 12-608, all as authorized by the terms of K.S.A. 68-728(b).

4. In order to temporarily finance construction of the improvements, temporary improvement notes shall be issued, and upon completion of said improvements, improvements bonds shall issue, to mature over a period not to exceed twenty (20) years from the date of issue.

5. This resolution shall be published for three (3) consecutive weeks in the official paper of Sedgwick County, and if the owners of more than one-half of the property liable for taxation for such improvements shall not, within twenty (20) days from the last publication thereof, file with the County Clerk their protest against such improvements, such improvements shall be contracted for and such improvements made.

BE IT FURTHER RESOLVED that in the event no proper protest is filed within the time above provided, the Board is authorized to contract for the services of Reiss & Goodness, Engineers, a firm of registered engineers, to plan and superintend the construction of the streets above described, such engineer to prepare a preliminary survey and determine the cost of construction and such plans and specifications as are required, the same to be approved by the County Commissioners.

BE IT FURTHER RESOLVED, that the compensation or fee of the engineer shall be conditioned upon and contingent upon such work being actually done, and that the cost of such preliminary survey and other work shall be and become a part of the completed project as shall all other engineering work and services performed in connection therewith, and that as such construction is performed that upon completion thereof the said engineer shall be paid from a part of the special assessments levied to pay for such construction in conformity with the statutes in such cases made and provided.

ADOPTED the 8th day of March, 1978.

Tom Scott
John Hale
Everett Patrick

ATTEST:
Dorothy K. White
County Clerk of Sedgwick County, Kansas.
by Judy Smith, Deputy County Clerk
APPROVED AS TO FORM ONLY:
Theodore H. Hill
County Counselor
(SEAL)
M-13-20-27

R. #46-1978

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

IN RE:)
CRESTVIEW COUNTRY CLUB ESTATES,)
OVERBROOK ADDITION, SEDGWICK)
COUNTY, KANSAS.)

RESOLUTION AND ORDER

WHEREAS, there has been presented to the Board of County Commissioners of Sedgwick County, Kansas, a Petition pursuant to the provisions of K.S.A. 68-728, signed by the owners of one hundred percent (100%) of the lots abutting the streets in that part of Crestview Country Club Estates, Overbrook Addition, Sedgwick County, Kansas, being platted into Blocks 1, 2, 3, part of Block 4, and Reserve "A", and being a plat of the following described real estate, to-wit:

All that part of the West Half of Section 13, Township 27 South, Range 2 East of the Sixth P. M., Sedgwick County, Kansas, described as follows:

Beginning at the Northwest corner of the Southwest Quarter of Section 13, Township 27 South, Range 2 East of the Sixth P. M., Sedgwick County, Kansas; thence North 0° 58' 48" West 240 feet on the West line of the Northwest Quarter of said Section 13; thence North 88° 52' 12" East 439.82 feet to a point of curve; thence on a circular curve to the left having a central angle of 17° 52' 12" and a radius of 731.45 feet, for an arc distance of 228.13 feet, to a point of tangency; thence North 71° 00' East 58 feet on a line tangent to the last described curve to a point of curve; thence on a circular curve to the right having a central angle of 49° 00' and a radius of 377.20 feet, an arc distance of 322.59 feet to a point of tangency; thence South 60° East 213.0 feet on a line tangent to the last described curve; thence South 30° West 80 feet to a point of curve; thence on a circular curve to the left having a central angle of 30° 54' 01" and a radius of 384.39 feet, an arc distance of 207.31 feet to a point of tangency; thence South 0° 54' 01" East 9.10 feet on a line tangent to the last described curve; thence North 89° 05' 59" East 556.0 feet; thence South 0° 54' 01" East 1170.14 feet; thence South 50° 00' West 112.88 feet; thence South 40° 00', East 150.00 feet; thence South 50° 00' West 18.96

feet; thence South 37° 57' 11" East 216.79 feet to a point on the Northerly right of way line of the Kansas Turnpike; thence Southwesterly on a circular curve being the Northerly right of way of said Kansas Turnpike, having a central angle of 1° 29' 30" at a radius of 7789.44 feet, an arc distance of 202.80 feet; thence South 89° 05' 59" West 1141.47 feet; thence North 45° 00' West 424.04 feet; thence South 89° 05' 59" West 199.04 feet to the West line of the Southwest Quarter of Section 13, Township 27 South, Range 2 East; thence North 0° 54' 01" West 1485.92 feet to the point of beginning. The bearing of the West line of the Southwest Quarter of said Section 13 is assumed to be North 0° 54' 01" West,

and also signed by the owners of one hundred percent (100%) of all of the unplatted land abutting said streets, which Petition requests the Board to cause the curbing, guttering and paving, including drainage, of the streets, in the above described portion of said Addition; and

WHEREAS, Crestview Country Club Estates, Overbrook Addition, and all of the lots and real estate described and referred to herein lie within Sedgwick County, Kansas, and totally outside the limits of any incorporated city; and

WHEREAS, said Petition has been set for hearing before the Board this date, and upon due consideration of the matter, the Board, meeting in regular session with the following members present, to-wit:

Tom Scott
John Hale
Everett Patrick,

being fully advised in the premises, all members voting in the affirmative, make the following findings and order:

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS:

1. That the Petition above referred to is in due and regular form and has been signed by one hundred percent (100%) of the owners of the lots abutting the streets in Crestview Country Club Estates, Overbrook Addition, Sedgwick

County, Kansas, and by the owners of one hundred percent (100%) of the unplatted land abutting on or fronting on any such streets.

2. That the following street improvements shall be made to the streets in said Crestview Country Club Estates, Overbrook Addition, to-wit:

Curb, gutter and pave, including necessary drainage.

3. The cost of all such improvements, including but not limited to, engineering, construction costs, which shall include street intersections and temporary note interest, shall, when ascertained, be assessed to the lots and parcels abutting on the streets improved, and such assessments shall be determined and made as provided by the terms of K.S.A. 12-608, all as authorized by the terms of K.S.A. 68-728(b).

4. In order to temporarily finance construction of the improvements, temporary improvement notes shall be issued, and upon completion of said improvements, improvements bonds shall issue, to mature over a period not to exceed twenty (20) years from the date of issue.

5. This resolution shall be published for three (3) consecutive weeks in the official paper of Sedgwick County, and if the owners of more than one-half of the property liable for taxation for such improvements shall not, within twenty (20) days from the last publication thereof, file with the County Clerk their protest against such improvements, such improvements shall be contracted for and such improvements made.

BE IT FURTHER RESOLVED that in the event no proper protest is filed within the time above provided, the Board

is authorized to contract for the services of Reiss & Goodness, Engineers, a firm of registered engineers, to plan and superintend the construction of the streets above described, such engineer to prepare a preliminary survey and determine the cost of construction and such plans and specifications as are required, the same to be approved by the County Commissioners.

BE IT FURTHER RESOLVED, that the compensation or fee of the engineer shall be conditioned upon and contingent upon such work being actually done, and that the cost of such preliminary survey and other work shall be and become a part of the completed project as shall all other engineering work and services performed in connection therewith, and that as such construction is performed that upon completion thereof the said engineer shall be paid from a part of the special assessments levied to pay for such construction in conformity with the statutes in such cases made and provided.

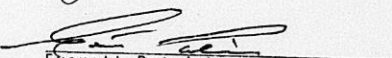
ADOPTED the 8th day of March, 1978.

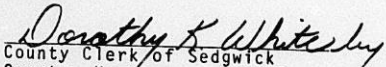



ATTEST:


Tom Scott


John Hale


Everett Patrick


County Clerk of Sedgwick
County, Kansas.

Judy Smith, Deputy County Clerk
APPROVED AS TO FORM ONLY.


County Counselor

MAPS
RECEIVED 6-19-78

DRAFT

ok

DECLARATION OF COVENANTS AND RESTRICTIONS OF
OVERBROOK HOMEOWNERS ASSOCIATION

KARL SOLOMON and BARBARA SOLOMON, MARLIN J. FISHER and AVIS L. FISHER, and JAMES S. DUNCAN and RUTH DUNCAN, hereinafter referred to as "Declarant", being the owners of that certain real property subject to this declaration, DO HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration and DO HEREBY DECLARE, FIX AND ESTABLISH the covenants, restrictions, liens and charges upon and subject to which all of the property subject to this Declaration, and all part or portions thereof, improvements thereon and interests therein, shall be held, used, occupied, leased, subleased or otherwise transferred; all of which are for the benefit of said property and each person having any interest therein as owner or lessee or sub-lessee; and the same and each of them shall inure to and be binding upon each and every successor in interest of each said person, and the same and each of same is hereby imposed upon said property as a servitude in favor thereof and interest therein as the dominant tenement or tenements, to-wit:

ARTICLE I

PROPERTY
DESCRIPTION:

All that part of the West One Half (W 1/2) of Section 13, Township 27 South, Range 2 East of the 6th P. M., Sedgwick County, Kansas, situated North and West of the Northerly right of way line of the Kansas Turnpike except Lot 1, Block 4 and Lot 19, Block 3 in Crestview Country Club Estates, Overbrook Addition to Sedgwick County, Kansas.

ARTICLE II

DEFINITIONS:

Unless the context clearly indicates a different meaning therefor, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same be used) shall be deemed to mean and shall be defined as hereinafter in this Article II set forth:

ARTICLES OF
INCORPORATION AND
BYLAWS:

Articles of Incorporation or Bylaws, as the case may be, of the Association as the same may be amended from time to time.

ASSOCIATION:

The Overbrook Homeowners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described.

COMMUNITY
FACILITIES:

All facilities placed or erected on a community area and all facilities serving more than one residence site or one owner and including

drives, walks, parking areas, sewers, electrical, water, gas, television and telephone services and fixtures, storage and equipment areas or enclosures, parks, open spaces, planted and landscaped areas, sprinkling systems and recreation areas.

OWNER:

Any person or persons who own a residence site in fee simple in any part of the realty hereinbefore described, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

COMMUNITY OR COMMON AREAS:

All of the subject property other than the residence sites or lots.

NOTICE:

Notice, declaration, certification, approval, consent, authorization shall mean and be effective as such only when in writing.

TRANSFER:

A transfer of any and every kind or nature whatsoever of any right, title or interest in subject property or in a residence site or any part or portion thereof or interest therein or improvement thereon or appurtenant thereto, including a transfer by deed of trust or mortgage and also including, but not limited to, a sale, assignment, gift, lease or sublease.

DECLARANT:

The owners named in the first paragraph of this Declaration and/or any of their successors or assigns to whom Declarant's interest, rights and duties herein may hereafter be specifically assigned in writing and such assignment filed of record in the office of the Register of Deeds.

UTILITY:

Electricity, gas, water, telephone, television, trash pickup and like services whether or not provided or supplied by a public utility company or an improvement district.

INCORPORATION OF EXISTING RESTRICTIONS:

ARTICLE III

To the extent that all or any portion of the subject property shall heretofore have been made subject to any conditions or restrictions of use by a recorded instrument or instruments, the Association and each member shall abide by any such conditions or restrictions. Nothing herein contained is intended to abrogate any existing valid restrictions or covenants concerning subject property.

OCCUPANCY: CONDUCT:

ARTICLE IV

An owner shall not interfere with the rights of other owners, the Association, or the Declaration, nor intentionally or unintentionally annoy any of such or any of the occupants of subject property by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

An owner shall obey and comply with all public laws, ordinances, rules and regulations and all ground rules now or hereafter promulgated as provided for in this Declaration.

No owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the subject property community facilities, or the residence site of any other owner.

ARTICLE V

RESTRICTIVE COVENANTS:

Dogs and other household animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site or in the common areas.

No owner shall erect any structures, either permanent or temporary, upon any of the common areas.

No automobile, truck, motorcycle, motorbike, boat, house trailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common areas.

It is further required that owners other than Declarants of a building site or sites must plant and maintain a minimum of five (5) trees or shrubs on each building site each year for a minimum of five (5) years. Any existing trees or shrubs may not be removed without the permission of the Homeowners Association. If any owner shall fail to comply with such provision, the Overbrook Homeowners Association, aforesaid, may cause this restriction to be complied with and for such purpose the Homeowners Association or its agents shall have access to any such building site to be so improved and the cost of such compliance shall be certified by the Homeowners Association and may be filed in proper form so as to constitute a lien against the real property so improved.

All building sites or lots subject to these restrictions must be mowed at least once a month during the months from May to September, inclusive, and if any owners shall fail to comply with this restriction then the Homeowners Association shall have access to such building site and may cause the same to be mowed and the cost of such mowing may be assessed against such building site as a lien against the same.

ARTICLE VI

ASSOCIATION: Powers and Duties:

The Overbrook Homeowners Association of the State of Kansas shall have the rights and powers as set forth in its Article of Incorporation and Bylaws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

Declarant shall carry out all of the duties and powers herein delegated to the Association in regard to each particular platted area until at least fifty (50) percent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with these Declarations of Covenants and Restrictions. As each separate platted area reaches fifty (50) percent of development as aforesaid, such platted area shall be turned over to the Association, which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided, however, that the Declarant may at its option at any time turn the management of any platted area over to the Association. The Association and the Declarant shall cooperate fully in the management of all areas.

Declarant shall maintain, develop and manage all unsold portions of the property at its sole cost and the Association shall not levy any assessment against the Declarant for any reason.

The Association shall own and maintain, improve, landscape, mow and keep clean common areas reserved and access easements including, but not limited to, Reserve "A" as platted, and also such additional common areas as Declarant may hereafter plat and convey to the Association.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out.

This instrument conveys and the undersigned owners hereby quit claim to the Overbrook Homeowners Association, a non-profit Kansas corporation, the common areas described as follows, to-wit:

Reserve "A" Block 3, Crestview
Country Club Estates Overbrook
Addition, Sedgwick County, Kansas.

* If the Association shall fail or refuse for any reason to maintain the aforescribed common areas, then the proper governmental unit shall have the right to maintain such common areas and assess the costs thereof, pro rata, to the benefited adjacent property. This provision shall endure, even though the rest of these declarations and restrictions shall terminate, as long as such common areas are used as such and until the Association by

majority vote in a meeting at which a quorum is represented, together with all of the owners of property abutting any given common areas shall execute a written consent to the discontinuance of the use of any such common area as such. If the use of such common area shall be discontinued as a common area, as above set out, then the ownership of the same shall revert to the abutting land owners as tenants in common.

ASSOCIATION:
Operations and
Expenses:

The Association shall establish such committees as may be provided for in its bylaws, shall engage a manager, secretaries, engineers, auditors, legal counsel, and other employees or consultants as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay for all other expenses necessary or incidental to the conduct or carrying on of its business.

ASSOCIATION:
Enforcement:

The Association may engage a professional management firm and turn over to such firm any duties required by its Charter and Bylaws and this Declaration. The Association shall have the duty to enforce each and every of the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

The Association by three-fourths vote of the Board of Directors shall have the power to levy fines up to and including \$100.00 against any Owner who has breached or threatens to breach any of the provisions of this Declaration or Bylaws of the Association.

ASSOCIATION:
Taxes and
Assessments:

Each owner shall be obligated to pay the taxes or assessments assessed by the County Assessor against his own residence site or personal property.

ARTICLE VII

ASSESSMENTS AND LIENS:
General Assessments:

Each owner shall pay to the Association the assessments which shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of the property constituting the common areas and facilities. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

ASSESSMENTS AND LIENS:
Basis and Operating
Fund:

All general assessments shall be made against such Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners, except the Declarant.

Each new Owner shall pay an original charge of \$100.00 to the Association to be used as an operating fund for the Association.

ASSESSMENTS AND LIENS: The amount of such assessment as fixed above shall not exceed \$120.00 per building site in any one year unless it is increased at a meeting of the members called for that purpose prior to the date on which the assessment is due for the year for which such increase is proposed and two-thirds of the members present at such meeting must vote for such increase in order for it to be effective. Whenever the Association deems it advisable to submit to the members a proposal for increasing the rate of assessment for any particular year, then it shall notify the members of the Association by mailing to such members at the last known address with the United States postage thereon prepaid, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase in the rate of assessment is to be voted upon at such meeting. No increase of rate of assessment may be made for more than one (1) year at a time.

ASSESSMENTS AND LIENS:
Special Assessments:

The Association may, from time to time, at a regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against such residence site for the operation of the Association, and the operation, care, maintenance and improvement of the property constituting the common areas and facilities. In addition, the Association shall have the authority to establish and fix a special assessment on any residence site to secure the liability of the Owner of such residence site to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessments shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessments shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association and shall thereafter bear interest until paid in full at a rate to be established by the Association Board of Directors.

ASSESSMENTS AND LIENS:
Collection and Expenditures:

The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may in addition to such assessments charge and assess costs (including reasonable attorney fees) and penalties and interest for the late payment or nonpayment thereof. The Association shall have the authority to expend all moneys

collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association and provided for in this Declaration and the Articles of Incorporation and Bylaws of the Association.

ASSESSMENTS AND
LIENS:
Delinquency:

Thirty (30) days after any general or special charge and assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied.

ASSESSMENTS AND
LIENS:
Notice of
Delinquency:

At any time after general or special charge and assessment against any residence site has become a lien and delinquent, the Association may record a Notice of Delinquency as to such residence site, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the residence site against which the same has been assessed, and the name of the record or reputed owner thereof and such notice shall be signed by an officer of the Association.

Upon payment or other satisfaction of said assessment, interest, penalties and costs in connection of which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

ASSESSMENTS AND
LIENS:
Enforcement of
Liens:

Each lien established pursuant to the provision of this Declaration by the recording of a Notice of Delinquency as hereinabove provided, may be foreclosed as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorneys' fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

ASSESSMENTS AND
LIENS:
Reservation of
Liens:

Declarant, as to the property covered by this Declaration and each residence site embraced therein, has established and does hereby establish, reserve and impose a lien thereon securing each assessment provided by this Declaration, together with said costs, penalties and interest, and Declarant does hereby assign to the Association the right to collect and enforce the collection of the same in accordance with and subject to the limitations contained in each of the provisions of this Declaration.

ASSESSMENTS AND
LIENS:
Subordination to
Mortgages:

Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate

to any valid bona fide mortgage (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any residence site purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

ARTICLE VIII

REPAIR AND
RESTORATION:
Community
Facilities:

Should any community facilities or any part or portion thereof be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property.

REPAIR AND
RESTORATION:
Timing and
Completion:

The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being of the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties, and in that event all insurance proceeds collected and any additional amount of cost and expense in excess thereof shall be paid over to the Association to be used by or to reimburse it for such repairs and restoration.

REPAIR AND
RESTORATION:
Approval of Plans:

No work provided for in this Article or elsewhere in this Declaration shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having jurisdiction of the work.

ARTICLE IX

EASEMENTS:
Reservation:

There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective easements and rights of way as particularly identified in this Article.

EASEMENTS:

Declarant specifically reserves unto itself, its successors and assigns, a perpetual,

nonexclusive easement and right of way over the common area, for the purpose of constructing, maintaining, repairing, replacing and rebuilding underground pipe lines, drains and/or mains for the purpose of conveying gas, water and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the location of said pipes, drains and/or mains; provided, however, that the subject property is at all times to be replaced in its original state at the expense of the Declarant, his successors and assigns, for the purpose of developing all residence sites located upon subject property and any contiguous and adjacent property to be developed at a later time. This easement is not intended to be exclusive and it is not intended to prohibit or restrain the owners of the subject property to use the land for their benefit. Provided, that the appropriate utilities may use such easements and shall have easements for the purposes necessary to construct, erect and maintain public utilities for the benefit of such property.

There is also reserved for the use of the residents and property owners within the real property covered by these Declarations access easements for purposes of ingress and egress to the common areas, such easements to be over and across the public utility drainage easements as designated on the recorded plat of such real property. These last mentioned easements being identified as the "access easements" referred to in Paragraph 4 of Article VI of these Declarations.

ARTICLE X

MISCELLANEOUS:
Acceptance of
Provisions by
Grantee:

The Association and each grantee hereafter of any part or portion of the property covered by this Declaration and any purchaser under any grant contract of sale or any lessee under any lease covering any part or portion of such property, accepts the same subject to all of the restrictions, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

MISCELLANEOUS:
Construction and
Validity of
Restrictions:

All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenants, reservation, lien or charge, or any part thereof, shall be affected or impaired.

MISCELLANEOUS:
Assignment of
Powers:

Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment thereof may be delegated, transferred, assigned, conveyed or released by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein.

In a like manner and for a like term, such powers and duties may be assigned to the Crestview Country Club Improvement District of Sedgwick County, Kansas.

MISCELLANEOUS:
Waiver and
Exceptions:

The failure by the Association or of Declarant or of any Owner of any residence site included in said property or any other person, to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which such property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

MISCELLANEOUS:
Titles:

All titles used in this Declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them affect that which is set forth in this Article, section or subsection nor any of the terms or provisions of this Declaration nor the meaning thereof.

MISCELLANEOUS:
Singular and
Plural
Masculine and
Feminine:

The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

MISCELLANEOUS:
Successors in
Interest:

Reference herein to either the Association or Declarant shall include each successor to the affairs as such, and each such successor shall succeed to the rights, powers and authority hereunder of such to whose affairs it succeeds.

MISCELLANEOUS:
Amendments:

These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of 25 years from the date hereof. Provided, however, that the same may be amended as to any one block of such property by the owners of all of the property within such block to be affected by such amendment.

IN TESTIMONY WHEREOF, the undersigned have signed their names this _____ day of _____, 1978.

Karl Solomon

Barbara Solomon

Marlin J. Fisher

Avis L. Fisher

James S. Duncan

Ruth Duncan

THE CITY OF WICHITA

OFFICE OF WATER DEPARTMENT

DATE March 9, 1978

TO Jack H. Galbraith, Chief Planner

FROM Bill H. Otten, Chief Engineer-Water Engineering

SUBJECT Crestview Country Club Estates
Overbrook Addition

The plattors of Crestview Country Club Estates Overbrook Addition have submitted a valid 100% petition for a water benefit district to serve this plat. Therefore, our requirements for water service to this area have been fulfilled. The petition and resolution will be placed on the City Commission Agenda for approval at your discretion.



Bill H. Otten
Chief Engineer-Water Engineering

BHO:ak

THE CITY OF WICHITA

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

DATE February 24, 1978

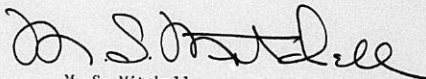
TO Jack Galbraith, Chief Planner, MAPD

FROM M. S. Mitchell

SUBJECT - Crestview Country Club Estates-
Overbrook Addn.
S/D 77-30

Please be advised that Mr. Kenny Hill, in compliance with Item J. of the staff comments, has submitted a revised Final Plat for subject Addition defining the Floodway on Lot 1, Block 4 and Reserve A and corroborating computations to verify the limits. The Floodway is approved subject to a drainage easement in Lot 1, Block 4 to drain Sharon Lane to the Floodway.

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



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

MSM/MG/glm

cc: G. H. Wilton
Kenny Hill, Reiss & Goodness
Crestview County Club Estates/Overbrook Addn. Plat File



December 22, 1977

Reiss and Goodness
2160 West 21st Street
Wichita, Kansas 67203

Re: S/D 77-30 - Final Plat of Crestview Country
Club Estates - Overbrook Addition

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on December 22, 1977, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of December 16, 1977.

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

1. Compliance with the requirements of the Metropolitan Area Planning Department.
- 7-20-78 2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 7-20 3. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the platlor.
- 7-20a 4. Certification that all taxes due and payable for 1977 and prior years have been paid.

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

Sincerely yours,

Jack H. Galbraith
Chief Planner

JHG:bh

cc: Karl Solomon, 915 Douglas Bldg., 67202
Dean Sellers, Assistant City Engineer

December 16, 1977

Reiss & Goodness
2160 West 21st Street
Wichita, Kansas 67203

Re: S/D 77-30 Final Plat of Crestview Country Club Estates -
Overbrook Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, December 15, 1977, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- petitioned
County
3-5-78*
- A. The applicant shall guarantee the paving of all interior streets on the final plat to the present approved pavement standards of the City of Wichita.
 - B.* The applicant shall be advised that it will be necessary to file an application for approval of a special permit to construct the sewage treatment facility proposed to serve the plat. Approval of the plat shall be subject to the approval of this special permit.
 - C.* Approval of the plat shall also be subject to the approval of the associated County zone change from "R-1" to "AA" (SCZ-0388) and the Conditional Use case to permit the construction of multi-family units on subject property (CU-201).
 - D.* *will be done at time of street construction*
Appropriate street plans and profiles shall be submitted to the City Engineer for review and approval and a copy of the approved plans shall be provided to the County Engineer prior to construction of the streets.
- 7-20-78*
- The applicant shall submit to the Planning Department for review, a Homeowners Association agreement which provides for the maintenance of the reserve.

4-13-78
not before
called

all done by floodway no drainage improvements required

The applicant shall guarantee all drainage improvements required by this plat including cross-street drainage structures such as bridges, boxes, pipes and culverts. Cross sections and profiles of these proposed drainage improvements shall be submitted to the Flood Control office.

3-9-78

big petition see memo from Otter
The applicant shall guarantee the installation of city water to serve all lots being platted.

3-24-78H.

petitioned improvement district
The applicant shall guarantee extension of sanitary sewer to serve each lot being platted. A letter from the Crestview Improvement District stating that a guarantee has been accepted shall be submitted to the Planning Department.

2-27-78

see memo from 11/5/77
I. 1.2^b "Complete access control" shall be labeled on the southeast side of this plat adjacent to the Kansas Turnpike.

The floodway on Lot 1, Block 4 shall be defined on the face of the plat and the appropriate language included in the plat's text.

K. 7.2^b

Central Avenue is an F.A.S. road and requires 60 feet of half street right-of-way. This shall be shown on the final plat tracing.

L. 7.2^b

The 30-foot building setback on Lot 19, Block 3, shall be deleted or increased to 40 feet as there is a 40-foot utility easement at that location.

M. 7.2^b

The easement between Lots 8 and 9, Block 3, shall be labeled as a utility and pedestrian easement.

N. 7.2^b

The utility easements on the easterly side of Lot 13, Block 1, and Lot 8, Block 4, may be reduced to 5 feet.

O.

The applicant or his engineer shall contact M. S. Mitchell of Public Works Maintenance regarding a drainage easement needed on the west side of Lot 2, Block 4.

P.

Ninth Street shall be designated as a collector.

Q.

The Subdivision Committee has recommended that no sidewalks be required in this subdivision.

R.

The applicant shall contact Harry Price of the County Fire Department regarding the location of fire hydrants.

Reiss & Goodness
December 16, 1977
Page Three

S ^{7.26} The platlor's text shall be amended to state that Reserve A is also intended for floodway purposes.

F. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Enclosed with the applicant's copy of this letter is a list of the five methods which have been adopted as being acceptable for guaranteeing improvements required in the approval of plats. Forms for the bond and irrevocable letter of credit are available from this office.

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, December 22, 1977, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez
Junior Planner

LO:et

cc:

Karl Solomon, 915 Douglas Building, Wichita, Kansas 67202
Dean Sellers, Assistant City Engineer

REVISED
FINAL PLAT

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. S/D 77-30 Name Crestview Country Club Estates - Overbrook Addition
Date Application Rec'd. 3-7-77 Preliminary Approval 5-5-77
Scheduled S/D Meeting 12-15-77

DESCRIPTION

General Location East side of 143rd Street East in an area North of Central

Owner Karl Solomon
Surveyor/Engineer Reiss & Goodness
Address 2160 West 21st St. Phone 832-0213

- | | |
|--|----------------------------------|
| 1. Gross Acreage of Plat <u>88±</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>70</u> R/W <u>1150</u> ft. |
| Residential <u>65</u> | b. <u>58</u> R/W <u>5500</u> ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>65</u> | TOTAL <u>6650</u> ft. |
| 3. Minimum Lot Frontage <u>56.36</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>20,000 sq.</u> ft. | streets? <u>yes</u> <u>x</u> no |
| 5. Existing Zoning <u>R-1</u> | |
| 6. Proposed Zoning <u>R-1, AA</u> | |
| 9. Public Water Supply <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>yes</u> (Yes-No), Name <u>Crestview Improvement District</u> | |
| 11. Health Department Approval (where applicable) <u>n/a</u> (Yes-No) | |
| 12. City of Wichita _____: Three-Mile Area <u>x</u> | |

STAFF COMMENTS:

NOTE: The applicant has advised that the final plat tracing will reflect 64 and 70 foot street rights-of-way and is asking that the final plat be approved with these street rights-of-way and that the street pavement will be guaranteed to the present 34 and 40 foot standards. The applicant is also asking that if the street pavement standards are changed to permit a lesser pavement width that he be permitted to improve the streets in the plat to the lesser width within the 64 and 70 foot rights-of-way.

- A. The applicant shall guarantee the paving of all interior streets on the final plat to the present approved pavement standards of the City of Wichita.
- B. The applicant shall be advised that it will be necessary to file an application for approval of a special permit to construct the sewage treatment facility proposed to serve the plat. Approval of the plat shall be subject to the approval of this special permit.
- C. Approval of the plat shall also be subject to the approval of the associated County zone change from "R-1" to "AA" (SCZ-0388) and the Conditional Use case to permit the construction of multi-family units on subject property (CU-201).
- D. Appropriate street plans and profiles shall be submitted to the City Engineer for review and approval and a copy of the approved plans shall be provided to the County Engineer prior to construction of the streets.
- E. The applicant shall submit to the planning Department for review, a Homeowners Association agreement which provides for the maintenance of the reserve.
- F. The applicant shall guarantee all drainage improvements required by this plat, including cross-street drainage structures such as bridges, boxes, pipes and culverts.

KARL SOLOMON INVESTMENTS
915 DOUGLAS BLDG.
WICHITA, KANSAS 67202
(316) 262-2483

December 7, 1977

Mr. Jack Galbraith
Chief Planner
Metropolitan Area Planning Department
City Building
Wichita, Kansas

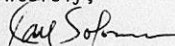
Re: Crestview Country Club Estates--OVERBROOK ADDITION

Dear Mr. Galbraith:

It is requested that the final plat of the above referenced addition be placed on the December 15th agenda for consideration by the Subdivision Committee. Since time is of the essence and since at least one and possibly several more meetings will be required before the proposed new street standards are adopted, I am revising the plat to provide for 64 foot rights of way on all streets except the collector street and for a 70 foot right of way on the collector street. It is my understanding this will comply with the current street width standards and will permit paving widths of 34 feet on the 64 feet rights of way and 40 feet on the 70 foot right of way.

In the event subdivision regulations are hereafter amended to provide for lesser street paving widths, prior to actually paving this subdivision, and this plat as amended, would meet the criteria for these reduced paving widths, then I would like at that time to submit guarantees or substitute guarantees for such lesser paving widths. This, of course, would not change the 64 foot and 70 foot rights of way but would affect only the actual paving widths, if applicable.

Sincerely,


Karl Solomon

KS:as

December 7, 1977

Reiss & Goodness
2160 West 21st Street
Wichita, Kansas 67203

Re: S/D 77-30 Final Plat of Crestview Country Club Estates
Overbrook Addition

Gentlemen:

At their regular meeting of December 1, 1977, the Subdivision Committee of the Planning Commission considered the above referred plat. The action of the Committee was to defer the plat for redesign of the street system shown on the plat to comply with either the present standards in the Subdivision Regulations, or to comply with the new standards at such time as they have been adopted. You should also be aware that later in the meeting, the Subdivision Committee voted to not approve any plats with different street standards than now in the Subdivision Regulations until such time as the standards have been officially changed.

If you would like to discuss this matter with us, please call so that we can arrange a meeting time as our schedule for the next few weeks is full.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:et

cc:

Karl Solomon, 915 Douglas Building, Wichita, Kansas 67202

November 18, 1977

Reiss & Goodness
2160 West Twenty First Street
Wichita, Kansas 67203

Re: Final Plat of Crestview Country Club Estates-Overbrook Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, November 17, 1977, the above captioned plat was considered. The action of the Committee was to defer this plat for two weeks at the request of the applicant. This matter will be rescheduled for hearing at the next Subdivision Committee meeting to be held December 1, 1977.

Sincerely,

Louise Olivarez
Junior Planner

LO:et

cc:
Karl Solomon, 915 Douglas Building, Wichita, Kansas 67202

REVISED
FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. S/D 77-30 Name Crestview Country Club Estates - Overbrook Addition
Date Application Rec'd. 3-7-77 Preliminary Approval 5-5-77
Scheduled S/D Meeting 12-15-77

DESCRIPTION

General Location East side of 143rd Street East in an area North of Central

Owner Karl Solomon
Surveyor/Engineer Reiss & Goodness
Address 2160 West 21st St. Phone 832-0213

- | | | | |
|--------------------------------|---|--|-----------------|
| 1. Gross Acreage of Plat | <u>88±</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>70</u> R/W <u>1150</u> ft. | |
| Residential | <u>65</u> | b. <u>58</u> R/W <u>5500</u> ft. | |
| Commercial | | c. <u> </u> R/W <u> </u> ft. | |
| Industrial | | d. <u> </u> R/W <u> </u> ft. | |
| Other | | e. <u> </u> R/W <u> </u> ft. | |
| Total Number of Lots | <u>65</u> | TOTAL | <u>6650</u> ft. |
| 3. Minimum Lot Frontage | <u>56.36</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>20,000</u> sq. ft. | streets? <u>yes</u> <u>x</u> <u>no</u> | |
| 5. Existing Zoning | <u>R-1</u> | | |
| 6. Proposed Zoning | <u>R-1, AA</u> | | |
| 9. Public Water Supply | <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | | |
| 10. Public Sanitary Sewers | <u>yes</u> (Yes-No), Name <u>Crestview Improvement District</u> | | |
| 11. Health Department Approval | (where applicable) <u>n/a</u> (Yes-No) | | |
| 12. City of Wichita | : <u>Three-Mile Area</u> <u>X</u> | | |

STAFF COMMENTS:

NOTE: The applicant has advised that the final plat tracing will reflect 64 and 70 foot street rights-of-way and is asking that the final plat be approved with these street rights-of-way and that the street pavement will be guaranteed to the present 34 and 40 foot standards. The applicant is also asking that if the street pavement standards are changed to permit a lesser pavement width that he be permitted to improve the streets in the plat to the lesser width within the 64 and 70 foot rights-of-way.

- A. The applicant shall guarantee the paving of all interior streets on the final plat to the present approved pavement standards of the City of Wichita.
- B. The applicant shall be advised that it will be necessary to file an application for approval of a special permit to construct the sewage treatment facility proposed to serve the plat. Approval of the plat shall be subject to the approval of this special permit.
- C. Approval of the plat shall also be subject to the approval of the associated County zone change from "R-1" to "AA" (SCZ-0388) and the Conditional Use case to permit the construction of multi-family units on subject property (CU-201).
- D. Appropriate street plans and profiles shall be submitted to the City Engineer for review and approval and a copy of the approved plans shall be provided to the County Engineer prior to construction of the streets.
- E. The applicant shall submit to the planning Department for review, a Homeowners Association agreement which provides for the maintenance of the reserve.
- F. The applicant shall guarantee all drainage improvements required by this plat, including cross-street drainage structures such as bridges, boxes, pipes and culverts.

- G. The applicant shall guarantee the installation of City water to serve all lots being platted.
- H. The applicant shall guarantee extension of sanitary sewer to serve each lot being platted. A letter from the Crestview Improvement District stating that a guarantee has been accepted shall be submitted to the Planning Department.
- I. "Complete access control" shall be labeled on the southeast side of this plat adjacent to the Kansas Turnpike.
- J. The floodway on Lot 1, Block 4 shall be defined on the face of the plat and the appropriate language included in the plat's text.
- K. Central Avenue is an F.A.S. road and requires 60 feet of half street right-of-way. This shall be shown on the final plat tracing.
- L. The 30-foot building setback on Lot 19, Block 3 shall be deleted or increased to 40 feet as there is a 40-foot utility easement at that location.
- M. The easement between lots 8 and 9, Block 3, shall be labeled as a utility and pedestrian easement.
- N. The utility easements on the easterly side of Lot 13, Block 1, and Lot 8, Block 4, may be reduced to 5 feet.
- O. The 20-foot north/south utility easement in the north end of Reserve A which was shown on the preliminary plat shall be shown on the final plat tracing.
- P. Ninth Street shall be designated as a collector.
- Q. The Subdivision Committee has recommended that no sidewalks be required in this subdivision.
- R. Recording of the plat within 30 days after approval by the Board of City Commissioners.

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-30 Name Crestview County Club Estates-Overbrook Addition
Date Application Rec'd. 3/7/77 Preliminary Approval 5/5/77
Scheduled S/D Meeting 11/17/77

DESCRIPTION

General Location East side of 143rd Street East in an area north of Central

Owner Karl Solomon
Surveyor/Engineer Reiss & Goodness
Address 2160 W. 21st (67203) Phone 832-0213

- | | |
|--|----------------------------------|
| 1. Gross Acreage of Plat <u>88±</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>70</u> R/W <u>1150</u> ft. |
| Residential <u>65</u> | b. <u>58</u> R/W <u>5500</u> ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>65</u> | TOTAL <u>6650</u> ft. |
| 3. Minimum Lot Frontage <u>56.36</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>20,000</u> square ft. | streets? <u>yes</u> <u>x</u> no |
| 5. Existing Zoning <u>R-1</u> | |
| 6. Proposed Zoning <u>R-1, AA</u> | |
| 9. Public Water Supply <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>yes</u> (Yes-No), Name <u>Crestview Improvement District</u> | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | |
| 12. City of Wichita _____ : Three-Mile Area <u>x</u> | |

STAFF COMMENTS:

NOTE: On September 28, 1977, the Board of County Commissioners approved the annexation of this property into the Crestview Country Club Improvement District.

- A. The preliminary plat indicated 64-foot streets and the Subdivision Committee recommended that 29-foot or 26-foot pavement widths be allowed. Since the preliminary plat was considered in May, recommendations for revised street standards have been forwarded to the Planning Commission and the governing bodies. If adopted, the revised standards would allow 27-foot back-to-back street pavement in 56 feet of right-of-way but only on streets no more than 3 blocks long and with no more than 24 lots (12 each side) in a block. Also, four off-street parking spaces per dwelling unit would be required. Only Sandpiper meets these criteria. Therefore, Sharon Lane and Stagecoach shall have 64-foot rights-of-way with 34 foot pavement widths. Ninth Street, a 70-foot wide collector, shall have 40 feet of pavement width. Sandpiper, Sandpiper Court, and Stagecoach Court, may be platted with 56 feet of right-of-way if the revised street standards are approved by the Planning Commission and City Commission for this plat.
- B. The applicant shall guarantee the paving of all interior streets to City of Wichita standards.
- C. Appropriate street plans and profiles shall be submitted to the City Engineer for review and approval and a copy of the approved plans shall be provided to the County Engineer prior to construction of the streets.
- D. If reduced street standards are allowed, the applicant shall submit a restrictive covenant which provides for a minimum of 4 off-street parking spaces per dwelling unit for all lots which are on these streets.
- E. The applicant shall submit to the Planning Department for review, a Home-owners Association agreement which provides for the maintenance of the reserve
- F. The applicant shall guarantee all drainage improvements required by this plat including cross-street drainage structures such as bridges, boxes, pipes and culverts.
- G. The applicant shall guarantee the installation of city water to serve all lots being platted.

- H. The applicant shall guarantee extension of sanitary sewer to serve each lot being platted. A letter from the Crestview Improvement District stating that a guarantee has been accepted shall be submitted to the Planning Department.
- I. "Complete access control" shall be labeled on the southeast side of this plat adjacent to the Kansas Turnpike.
- J. The floodway on Lot 1, Block 4 shall be defined on the face of the plat and the appropriate language included in the plat's text.
- K. Central Avenue is an F.A.S. road and requires 60 feet of half street right-of-way. This shall be shown on the final plat tracing.
- L. The 30-foot building setback on Lot 19, Block 3 shall be deleted or increased to 40 feet as there is a 40-foot utility easement at that location.
- M. The easement between lots 8 and 9, Block 3, shall be labeled as a utility and pedestrian easement.
- N. The utility easements on the easterly side of Lot 13, Block 1, and Lot 8, Block 4, may be reduced to 5 feet.
- O. The 20-foot north/south utility easement in the north end of Reserve A which was shown on the preliminary plat shall be shown on the final plat tracing.
- P. Ninth Street shall be designated as a collector.
- Q. The applicant has stated that Lot 19, Block 3 is to be developed with apartments. Therefore, the applicant shall submit a county zone change request to "AA" zoning and a conditional use request for multi-family development. Approval of this plat is subject to the approval of these requests.
- R. The Subdivision Committee has recommended that no sidewalks be required in this subdivision.
- S. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Technical Advisory Committee
Meeting of Fournish Creek 11/14/77

- Interceptor Sewer Size
- Pumps
- County Operation of the system -

960 acres - Crestview + Solomon tracts
Estimated Population 4200
60% of the expected in the growth or study area.

Pumps - two appear to be necessary to acquire them Crestview County Club to provide for growth to the north and northwest -

Technical Committee agreed that size of line should be 18-21"; that Pumps should not be required thru County Club at this time; and that Co should operate entire system.

FOUR MILE CREEK - STEP I
CRESTVIEW INTERCEPTOR DATA

NOVEMBER 14, 1977

INTERCEPTOR SIZE	CAPACITY (MGD)	NO. OF P.E. 250 gpcd	FACTOR OF INCREASE OVER 12"		DIVERSITY FACTOR BASED ON 7000 P.E.
			CAPACITY	COST	
12 "	0.807	3,225	1.00	1.00 (0)*	0.46
15 "	1.267	5,075	1.57	1.11 (6,000)*	0.73
18 "	1.843	7,375	2.28	1.24 (13,000)*	1.05
21 "	2,953	11,800	3.66	1.44 (24,000)*	1.69

* Estimated additional cost (in excess of 12" base cost) to construct size noted.

Estimated construction cost to parallel a 12" interceptor to obtain the capacity of an 18" interceptor is approximately \$85,000.

INTERCEPTOR SIZE	NO. OF P.E. 250 gpcd	NO. OF D.U. 3 PE/DU	SERVICE AREA (ACRES)		
			1.5 DU/ACRE	2.5 DU/ACRE	5.0 DU/ACRE
12 "	3,225	1,075	715	430	215
15 "	5,075	1,690	1,125	675	335
18 "	7,375	2,450	1,635	980	490
21 "	11,800	3,925	2,617	1,570	785

FOURMILE CREEK STEP I
TECHNICAL ADVISORY COMMITTEE AGENDA
November 14, 1977

1. Introductions and Attendance Registration
2. Technical Advisory Committee Role
3. Crestview Improvement District Treatment Plant Relocation
4. Adjourn

Tentative Schedule For Future Meetings

<u>Date</u>	<u>Topic</u>
12/2/77	Land Use
1/14/78	Design Criteria
3/4/78	Review of Alternatives
5/6/78	Draft of Preliminary Report
7/7/78	Budget, Financing and Implementation
8/15/78	Draft of Facilities Plan
9/5/78	Preliminary Facilities Plan
10/5/78	Public Hearing
10/19/78	Public Hearing Response
12/31/78	Final Facilities Plan

DIRECTORS

- C. O. KNOP, P.E. *
- R. B. PEUGH, P.E.
- C. J. FREUND, P.E.
- W. H. KELTYNER, P.E.
- R. D. PLETCHER, P.E.
- F. D. MIDDLETON, JR., P.E.
- J. L. MARTIN, P.E.
- K. R. HORNER, P.E.



**PROFESSIONAL
ENGINEERING
CONSULTANTS**
PROFESSIONAL ASSOCIATION

November 7, 1977

Mr. Jack Galbraith
Chief Planner - Community Development
City Hall
455 N. Main
Wichita, Kansas 67202

Re: Four Mile Creek Sewerage Study
PEC File 30-76067-1-024

Dear Mr. Galbraith:

The attached Memo is notification of a meeting to be held this next Monday. This letter is to formally invite you to attend and participate. Should you have any questions, please contact the undersigned or Rick Marney at our office.

For your information, this is an open meeting. If you have other members of your organization that would benefit from the information to be presented or exchanged, please invite them to attend also.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Michael D. Schomaker, P.E.
Project Manager

is

Encl.: Four Mile Creek Memo
Dated Nov. 7, 1977



1440 EAST ENGLISH
WICHITA, KANSAS 67211
(316) 262-2691

FROM: JLS DATE: _____

- MEEK
- SHIRKEY
- NEWBY

Place in Carl

Salomon file

Place on attendees

rept Sunday at

10:00 with me.

MEMO



TO: See "Copies To" PROJECT NO. 30-76067-1-024
PROJECT: Four Mile Creek
Sewerage Study
DATE: November 7, 1977

COPIES TO:

ATTN:

Jim Aiken, P.E., Robert Dove,

FROM: Michael D. Schomaker, P.E., Project Engineer

Larry Henry, M.S. Mitchell,

REFERENCE: Meeting of the Technical

Dick Linn, P.E., John Wynkoop

Advisory Committee

Bill Stockwell, Andy Harkness

Norman Warminski

PLEASE ADVISE IMMEDIATELY OF ANY MISCONCEPTIONS OR OMISSIONS YOU BELIEVE TO BE CONTAINED HEREIN.

There will be a meeting of the Sedgwick County Technical Advisory Committee for the above referenced project at 10:00A.M. on Monday, November 14, 1977, in the MAPC Board Room on the 10th Floor at Wichita City Hall. In addition to the above listed Committee Members, the following have been invited to take part in a discussion to consider the second "special problem" area that requires certain decisions to be made without the benefit of the completed Study.

Bob Lakin, Director, MAPD
Jack H. Galbraith, Chief Planner, MAPD
Mike Kyser, P.E., Kansas Department of Health and Environment
Bart Brandenburg, Kansas Department of Health and Environment
G. C. McLure, Jr., P.E., S.C.D.P.W.
Crestview Improvement District

The main purpose of this meeting is twofold: (1) To discuss the role of the Technical Advisory Committee for the project, and (2) to consider the collection and treatment improvements proposed to serve the Crestview portion of the Four Mile Creek Drainage Basin.

We offer the following as background information: The Crestview Improvement District through their engineer has submitted plans and specifications to the Kansas Department of Health and Environment for review and approval for relocating their existing wastewater treatment facility. The State Health Department is seeking our comments on the project. The proposed treatment plant is to be located south of the turnpike in the S.W. 1/4 of Section 18 east of the Crestview Development. The proposed interceptor would intercept the existing treatment plant at Crestview and collect flow from the proposed Crestview Country Club Estates, located in the western half of the above mentioned Section 18.

Four Mile Creek Sewerage Study
30-76067-1-024
November 7, 1977
Page 2

The interceptor as proposed by the Improvement Districts Engineer is a segment in the overall plan that will be developed in the Four Mile Creek Sewerage Study. The size of this segment will be evaluated with regards to the projected service area so a concurrence or a recommended size can be sent to the Kansas Department of Health and Environment for their consideration.

Your attendance and participation will be appreciated.



BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS.

IN THE MATTER OF THE PETITION OF
ALL OF THE OWNERS IN AN AREA ADJACENT
TO CRESTVIEW COUNTRY CLUB IMPROVEMENT
DISTRICT, SEDGWICK COUNTY, KANSAS,
ASKING TO BE INCORPORATED INTO SAID
IMPROVEMENT DISTRICT.

ORDER OF THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

NOW, on this 28th day of September, 1977, comes on for hearing before the Board of County Commissioners of Sedgwick County, Kansas, the petition of Marlin J. Fisher and Avis L. Fisher, husband and wife, James S. Duncan and Ruth Duncan, a/k/a G. Ruth Duncan, husband and wife, and Karl Solomon and Barbara Solomon, his wife, praying that the following described lands be annexed to and made a part of the Crestview Country Club Improvement District of Sedgwick County, Kansas, to-wit:

The West Half (W/2) of Section Thirteen (13), Township Twenty-seven (27) South, Range Two (2) East, except the turnpike right of way and except beginning 530 feet West of the Southeast corner of the Southwest Quarter (SW/4) of Section 13, thence North 242 feet, thence West 180 feet, thence South 242 feet, thence East to beginning, Sedgwick County, Kansas.

Thereupon, there is presented to the Board a proof of publication showing that notice was published on the 15th day of September, 1977, in the Daily Record; the Board having heard the evidence and examined the notice finds that the Daily Record is a paper published in and of general circulation in Sedgwick County, Kansas; that the notice is in due legal form; that such notice was published more than five days prior to the date of this hearing; that notice has been given of the time of this hearing as is required by K.S.A. 19-2784.

Thereupon, the Board of County Commissioners heard all persons in favor of or opposed to granting the prayer of the said petition. Thereafter, the Board of County Commissioners being advised in all of the premises finds:

That there are no resident taxpayers residing in the area above described and that the petition contained the signatures of all of the landowners of the area above described and which they desire to have annexed into the said Improvement District.

The Board of County Commissioners further finds that the written consent of the Board of Directors of Crestview Country Club Improvement District, Sedgwick County, Kansas, has been duly filed herein.

The Board of County Commissioners further finds that the allegations contained in such petition are true and that such petition is in conformity to the requirements of K.S.A. 19-2782, 19-2783, 19-2784 and 19-2785.

IT IS THEREFORE ORDERED AND DECLARED by the Board of
County Commissioners that the above and foregoing described real
property is hereby annexed to and included in the Crestview
Country Club Improvement District of Sedgwick County, Kansas.



ATTEST:

Dorothy K. White
County Clerk

[Signature]
Chairman

[Signature]
Member

[Signature]
Member

WICHITA METROPOLITAN AREA

This section outlines the Department's planning goals for municipal point source management within the Wichita Metropolitan Area. Also included is a description of the facility planning areas as currently delineated.

A. Municipal Point Source Management

The Department has adopted the following general policies related to construction of new municipal wastewater treatment facilities: 1) in areas where sewer systems exist, no discharge permits for new facilities shall be issued; 2) in areas where there is a potential for new interceptors which are reasonable and economically feasible, the only permits issued shall be for temporary wastewater treatment facilities; and 3) in areas where no treatment facilities exist and interceptors are not within a reasonable distance or are not economically feasible, permits will be issued to new wastewater treatment facilities on an interim basis.

As a general policy, the Department considers it desirable that the feasibility of inter-connects for flow transfer purposes during emergency periods be studied between major plant sites. The Department may in the future require such features for reliability purposes in some instances.

There are three major drainage basins in the Wichita metropolitan area. The Lower Arkansas River Basin includes most of the City of Wichita; however, part of Eastern Sedgwick County and Western Butler County are contained within the Four Mile Creek sub-basin of the Walnut River and a portion of northern Sedgwick County is contained within the Little Arkansas River Basin. The goals for waste treatment and collection will be considered separately for the three basins under study.

Four Mile Creek Area (Walnut River Basin)

The Wichita metropolitan area is spreading into the Four Mile Creek sub-basin of the Walnut River Basin. This drainage area consists of 33,500 acres in eastern Sedgwick and western Butler Counties. The main area of concern is that portion of the sub-basin that extends above the Andover waste treatment plant now under construction (Section 27 Township 33 Range 3 East).

The main areas of growth are 23 existing or proposed developments in Eastern Sedgwick County, the City of Andover in Butler County, and a portion of the City of Wichita. The wastewater from that portion of the area in the city limits of Wichita is pumped into the City of Wichita collection system. There are six existing or proposed sewage treatment facilities serving the remainder of the Four Mile area. These are: a plant nearing completion south of Andover, Crestview Improvement District, Shadybrook Farms, Springdale - Timberlake, Park Meadows Estates, and the existing Andover facility.

The growth and number of developments in the Four Mile Creek area indicates that a regional wastewater treatment facility is necessary. The future regional treatment plant may be located at the plant site south of Andover where a facility is now under construction.

Presently a comprehensive study of the Four Mile Creek sub-basin is being prepared. The study will provide information on the step by step evolution of waste treatment in the area by performing a cost effective analysis of alternatives. Depending on the outcome of the study there is a possibility of additional interim treatment facilities to serve limited developmental areas. However, as soon as practicable, all interim treatment facilities should be abandoned and intercepted for treatment at a regional facility. Collection systems, interim waste treatment plants and interceptors shall be located and constructed in such a manner that eventually all wastewater in the area may be collected and treated at a future regional plant in the best manner possible.

Little Arkansas

The lower tip of the Little Arkansas River Basin extends into the Wichita metropolitan area from northern Sedgwick County. There are three sewage treatment facilities located within the drainage basin including Park City, Valley Center, and Kechi.

Anticipated development within the Little Arkansas portion of the county indicates that most of these treatment plants should be retained as individual facilities. A possible exception is the Park City Improvement District Sewage Treatment Plant. This determination will be resolved after completion of the Park City Interceptor 201 Facilities Plan currently in the development stage by the City of Wichita and Park City Improvement District.

Lower Arkansas River Basin

There are two main treatment facilities in the City of Wichita, plants #1 and #2 as well as several peripheral plants. Plant #1 provides pumping, grit removal, primary sedimentation and anaerobic sludge digestion for the majority of the Wichita wastewater flow. The primary effluent is then sent to Plant #2 via a 66 inch interceptor for additional BOD₅ and suspended solids reduction through trickling filters, final clarifiers and sludge digestion. Wastewater from portions of southern and western Wichita flow directly to Plant #2 for primary and secondary treatment.

Present construction or design work for the Wichita treatment plants includes the following:

1. Increasing the firm pumping capacity at Plant #1 by 78 MGD.
2. Improving the grit removal facilities at Plant #1.
3. Construction of a sludge transfer line from Plant #1 to Plant #2.
4. Construction of facilities at Plant #2 for chemical conditioning and sludge dewatering.

The Wichita facilities planning now in progress should discuss in detail the feasibility and implementation of the following major treatment needs.

1. The construction of extraneous flow basins at plant #1.
2. The construction of a relief line for the 66 inch plant #1 to plant #2 interceptor in order to transmit wet weather flows.
3. Initiating an active program to reduce the amount of heavy metals contributed by industries.
4. Obtaining a land disposal site for recycling wastewater solids.
5. The expansion and upgrading that might be necessary at treatment plant #2.

Further permanent expansion at treatment plant #1 is not recommended due to the limited land available and odor complaints from nearby residents. Eventually plant #1 shall be phased out leaving the pumping, grit removal and possible extraneous flow basins as the only facilities in operation. All flow will be brought to plant #2 for primary and secondary treatment, with all major expansion and upgrading occurring at plant #2.

To maintain the orderly development of waste treatment and maintain the water quality in the Wichita area, regionalization to Wichita of some peripheral treatment plants may be necessary. The plants to be considered are: Haysville #1, and Haysville #2.

The Haysville facilities offer the following three approaches to regionalization which the facilities plan should take into consideration: 1) Haysville #2 plant abandoned and wastewater pumped to Wichita Plant #2; 2) Haysville #2, abandoned and wastewater treated at an expanded and upgraded Haysville Plant #1; and 3) Both Haysville Plants abandoned and wastewater pumped to Wichita Plant #2. The engineer should evaluate these alternatives to determine the best approach for the improvement of water quality in the area.

Derby presently has two waste treatment plants providing primary treatment. The west plant should be abandoned and all flow brought to an expanded and upgraded South plant at Derby. Because of the poor soil permeability in the drainage area, proposed outlying developments should explore the feasibility of sewer extension rather than the use of septic tanks.

Major interceptor construction in Wichita should include but is not limited to the following. To relieve existing overloaded conditions, priority needs to be given to the reconstruction or rehabilitation of the Dry Creek, Wichita State University, Sanitary Sewer Districts No. 1, 12 & 20, War Industries, West St. and Beech Relief Interceptors. The rehabilitation or relief of the Stockyards sanitary sewer system is also of major importance in order to prevent the discharge of wastewater into the Drainage Canal during wet weather.

Significant interceptors to serve developing areas should include the Tara Street and Rock Road extensions, East Chisholm Creek parallel interceptor, Wichita-Park City interceptor (mentioned earlier), Zoo interceptor, and the Cowskin Creek interceptor which should be able to provide sewer service to the developing area to the West of Wichita and also allow the abandonment of smaller treatment systems already in existence there.

B. Facilities Planning Areas

Prior to the development of a wastewater treatment facility, the state is required to delineate the boundaries of the planning area. The planning area is that area deemed necessary to assure that the most cost-effective means of achieving the established water quality goals can be planned for and implemented.

In general the Division has adopted the following policies regarding facility planning:

1. Facility Planning Areas

(1) Non-metropolitan Areas

The facility planning area is to include; "The corporate limits of the city, plus expected annexation areas to the year 2000, plus sufficient additional areas to adequately address all environmental considerations."

(2) Wichita Metropolitan Area

The basic planning area is Sedgwick County and the Four Mile Creek watershed in Butler County. Sedgwick county is further divided into watersheds which are delineated as facility planning areas. Sub-area delineations have been made for communities located in the rural portion of the planning area. The significance of these delineations is that, unless a subarea delineation is the subject of the planning, planning must be considered for the entire watershed.

The 201 Facilities Planning Areas of Sedgwick County were derived from information contained in The Next Thirty Years. This plan was prepared by Professional Engineering Consultants for the Wichita-Sedgwick County Metropolitan Planning Commission in 1971.

The policies regarding facilities planning are to serve as guidelines only. The planning area and population projection procedures can be tailored to the needs of the community via the "pre-application conference".

Wichita SMSA and Sedgwick County

Facility Planning Areas

Little Arkansas River Basin

I. Little Arkansas River Drainage Area

Subarea Delineation
A. Valley Center

II. West Chisholm Creek Drainage Area

Subarea Delineation
A. Park City

III. Middle Chisholm Creek Drainage Area

Subarea Delineation
A. Kechi

Walnut River Basin

IV. Whitewater Creek Drainage Area

V. Indianola Creek Drainage Area

VI. Four Mile Creek Drainage Area

Subarea Delineation
A. Andover

VII. Eight Mile Creek Drainage Area

VIII. Pole Cat Creek Drainage Area

Lower Arkansas Drainage Basin

IX. East Chisholm Creek Drainage Area

X. Gypsum Creek Drainage Area

- XI. Dry Creek Drainage Area
- XII. Air Base Drainage Area
- XIII. Spring Creek Drainage Area
 - Subarea Delineation
 - A. Derby
- XIV. Dog Creek Drainage Area
 - Subarea Delineation
 - A. Mulvane
- XV. Lower Cowskin Creek Drainage Area
 - Subarea Delineation
 - A. Haysville
- XVI. The Corporate Limits of Wichita
- XVII. Middle Spring Creek Drainage Area
- XVIII. Clearwater Drainage Area
 - Subarea Delineation
 - A. Clearwater
- XIX. Viola Drainage Area
 - Subarea Delineation
 - A. Viola
- XX. Sand Creek Drainage Area
- XXI. Cheney Creek Drainage Area
 - Subarea Delineation
 - A. Cheney
- XXII. West Spring Drainage Area
- XXIII. Clear Creek Drainage Area
 - Subarea Delineation
 - A. Garden Plain

XXIV. Lower Dry Creek Drainage Area

XXV. Cowskin-Upper Dry Creek Drainage Area

Subarea Delineation

- A. Andale
- B. Colwich
- C. Goddard

XXVI. Upper Big Slough Drainage Area

XXVII. Mount Hope Drainage Area

Subarea Delineation

- A. Mount Hope

XXVIII. Eagle Creek Drainage Area

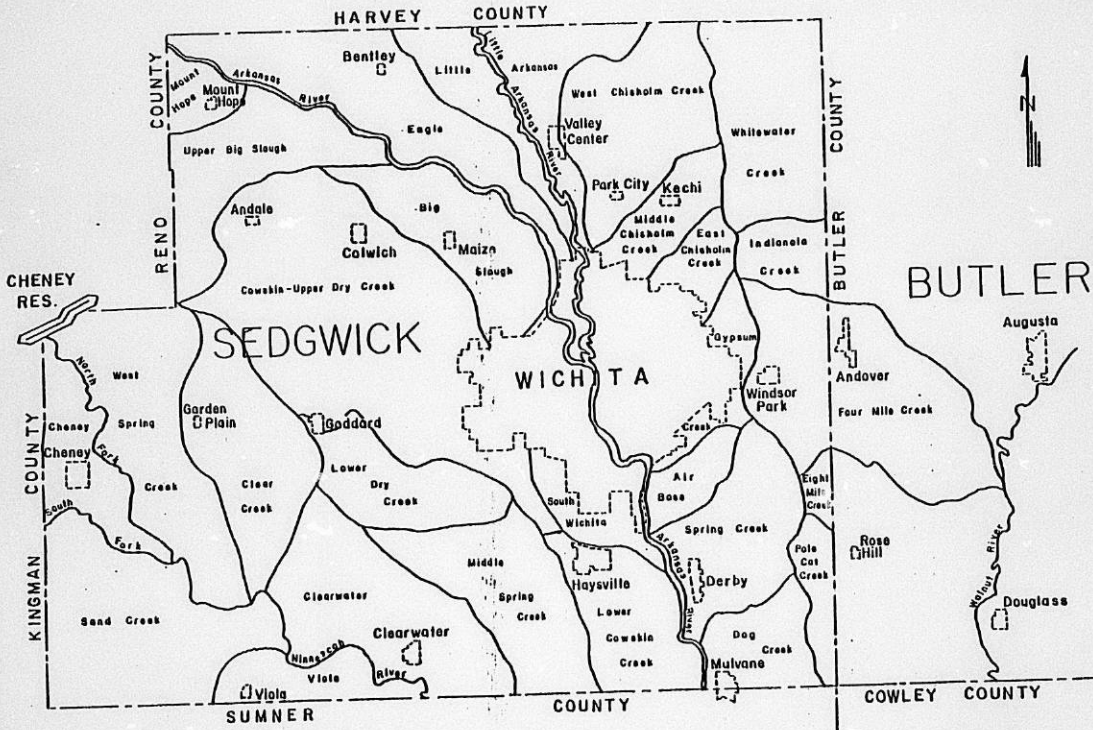
Subarea Delineation

- A. Bentley

XXIX. Big Slough Drainage Area

Subarea Delineation

- A. Maize



WICHITA FACILITY PLANNING AREAS

WICHITA-SEDGWICK COUNTY

DATE 8/31/77

METROPOLITAN AREA PLANNING DEPARTMENT

TO Theodore H. Hill, County Counselor
FROM Robert A. Lakin, Director of Planning
SUBJECT Sewer Plant Location

I attended a meeting in Al Reiss's office concerning the relocation of the existing Crestview District Sewer Plant to a site on Carl Solomon's land immediately to the east. This land is involved in a zone change and a plat procedure. It appears that the state has sanctioned the location of a plant at this approximate location subject to it being designed to meet water quality effluent standards, etc. This whole process of state approval is perhaps another story, but assuming that the state will approve it, I raised the question as to whether or not any plant location will require that a zoning approval be undertaken prior to its final location and construction. The County Zoning Resolution in Section 11.F provides that the governing body may, by special permit and subject to such restrictions as it deems necessary, permit any public structure erected and used by any public utility or "improvement district" in any zoning district.

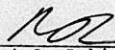
COPY

Your predecessor ruled that in consideration of "Park Meadows Estates," an area located on the north side of Harry Street and about a half mile east of Webb Road, that a special permit was required for the development of that treatment system. Previous treatment facilities such as lagoons for Mid-Continent industrial park along K-42 and Maize Road, Timberlake Estates and a more recent one at 63rd Street South and 143rd East have been processed without provision of any such zoning approval. It would seem that the distinction has been mainly that these other locations have been entirely contained within the subdivision in which there has been no external contribution of effluent. Whether or not that is a sufficient distinction remains to be seen. I suspicion that probably what we ought to do that any time we are going to have a treatment system for more than a single on-site septic tank unit, that approval should be obtained through the zoning process. There is considerable concern by property owners relative to the standards used for construction, the location of these treatment facilities, and the general reaction of having such a facility nearby to probably warrant a public hearing on these items. I think this perhaps becomes particularly true where you are going to have a sizeable area and it would appear that these "temporary" facilities may be there for a time period of 15 to 20 years.

Memorandum to Theodore H. Hill
Re: Sewer Plant Location

August 31, 1977
Page 2

Will you please review the County Zoning Resolution and provide me your opinion as to whether or not any or all such treatment facilities should be required to submit an application under Section 11.F of the County Zoning Resolution.



Robert A. Lakin, Director of Planning

~~cc: Jack Galbraith, Chief Planner~~
RAL:ew

State of Kansas . . . ROBERT F. BENNETT, Governor

DEPARTMENT OF HEALTH AND ENVIRONMENT

DWIGHT F. METZLER, Secretary

Topeka, Kansas 66620



August 18, 1977

Mr. Grover C. McLure, P.E.
Director of Public Works
Sedgwick County
1015 Stillwell
Wichita, Kansas 67213



C
O
P
Y

Dear Mr. McLure:

This is in reference to your recent discussion with members of my staff regarding improvements to the sewerage system at Crestview and the adjacent area proposed for development. It is my understanding the improvements under discussion are to be funded entirely from local sources and that construction grant assistance will not be sought from the U.S. Environmental Protection Agency.

The position of this Department with respect to sewerage improvements under these circumstances is determined by four major factors.

- (1) Water quality standards, and the relationship of these standards to the effluent discharge permits issued by the Department. The facility must be sized and operated in such a manner that water quality standards are not contravened, and that a minimum level of "Secondary Treatment" is attained. In the case of a new facility, the antidegradation portion of the state water quality standards may be applicable.
- (2) Public health. (KSA 65-165 "public health would be subserved")
- (3) Compatibility with the water quality management plans adopted for the area pursuant to the requirements of the EPA-approved Continuing Planning Process.

Grover C. McLure
August 18, 1977
page 2

(4) Minimum standards of design for sewerage systems.

The water quality management plan for the Wichita metropolitan area, including the Four-Mile Creek watershed, was adopted by the Department May 9, 1977. The plan provides for the eventual establishment of a regional sewerage system in the Four-Mile Creek watershed. A copy of the applicable portion of the plan is attached. The U.S. Environmental Protection Agency has approved this water quality management plan, and has indicated funds will be provided for preliminary studies on how this sewerage system is to be constructed. (Project No. C200 691 01). Preliminary information will be available from Professional Engineers Consultants within a few months after the grant is awarded. It would be reasonable to expect that the entire preliminary study (Step I) will be completed within 15 months after the date of award.

enforcement provisions ✓

It is the policy of the Department, in such circumstances, to issue temporary permits for new sewerage systems or for substantial modification of existing systems. Such a procedure sidesteps any significant questions regarding antidegradation or problems with respect to the federally required discharge permits. Generally, the discharge permit issued by the State will contain language to the effect that the permittee will abandon the facility at such time as a regional or sub-regional facility becomes available. Under such circumstances the developer and his engineering consultant will probably want to try to limit the capital investment in temporary systems, and to make every effort to anticipate how the project may fit into the projected regional system.

The application of this Department's policy to the Crestview situation suggests the developer might adopt any one of the following options:

- (1) Temporary relocation of the Crestview waste treatment facility to the vicinity of the Turnpike with transport of sewerage from the Solomon tract to the relocated Crestview facility.
- (2) Construction of a temporary treatment facility at Shadybrook and abandonment of the existing Crestview and Shadybrook facilities.

Grover C. McLure
August 18, 1977
page 3

- (3) Construction of a temporary pump station to serve the Solomon tract, with treatment provided at an expanded Crestview facility.
- (4) Construction of a temporary treatment facility to serve the Solomon tract only and temporary expansion of the Crestview facility at the existing site.

The above list is not meant to be all inclusive and reflects only these ideas which have been discussed in prior meetings with the engineers.

The choice between these options should be made by the developer subject to any applicable requirements of local government and full compliance with the Department's standards for the construction of sewerage systems. Additionally, the developer might wish to defer any action with respect to the Crestview facility until such time as a preliminary system design is available for the Four-Mile Creek watershed. We would think such a decision by the developer would be based upon his analysis of the costs of a temporary sewerage system versus the fixed cost of his investment in land, etc. The Department's role in such a situation must necessarily be limited to providing advice on the acceptability of the proposed facility as measured against public health, water quality and sewerage system design parameters.

I want to point out this planning relationship is expected to change substantially after the State adopts a water quality plan pursuant to Section 208 of the Federal Water Pollution Control Act amendments. Section 208 provides that no permit shall be issued for any point source which is in conflict with an approved 208 plan. We expect this administration shift will take place in about two years.

We will be pleased to discuss these relationships with you in greater detail if you so desire.

Sincerely yours,

Eugene T. Jensen, Director
Bureau of Water Quality

ETJ/lmm

cc: Al Reiss
Professional Engineers Consultants
Jim Aiken
Bob Lakin ✓

Form 223-02

PAYMENT NOTICE
City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

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

DESCRIPTION	AMOUNT

of letters dated 4-6, 4-14, 5-6

Name

Address

Type

Due Date

Comments:

Julie March

Date

By

SCCD-Cons-5 (11/75)

RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

Property Name Crestview Country Club Est.

MAILED TO:

Location East of 143rd St. E. between
13th St. North.

Name _____

Date 5-6-77

Oblinger-Smith Corp.
Firm

Phone _____

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

Requested by: Wichita-Sedgwick County Metropolitan
Area Planning Commission



- A. SOIL TYPE: 55% Coassel silty clay, 1 to 2 percent slopes
30% Clime silty clay, 3 to 6 percent slopes
15% Rosehill silty clay, 1 to 3 percent slopes

B. SITUATION: This area has very tight soils and has a severe water erosion
problems at this time. This area needs to have special treatment during
development. Cover and retaining topsoil must be considered and done
during development.

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

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

- 1. Disturb only the area needed for construction.
- 2. Remove only those trees, shrubs, and grasses that must be removed
for construction; protect the rest to preserve their esthetic and
erosion-control values.
- 3. Stockpile topsoil and protect it with anchored straw mulch or jute
mat material.
- 4. Disturbing as small an area as possible, install streets, curbs,
water mains, electric and telephone cables, storm drains, and
sewers in advance of home or other building construction.
- 5. Install erosion and sediment control practices according to the
Sedgwick County Conservation District standards and specifications.

* CONTINUED *

6. Temporarily stabilize each segment of graded or otherwise disturbed land, including the sediment-control devices not otherwise stabilized, by seeding and mulching or by mulching alone. Permanently stabilize these areas as work on the land is completed. Both temporary and permanent stabilization practices are to be installed according to the Sedgwick County Conservation District standards and specifications.

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

STANDARD RATES:

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

SPECIAL RATES: _____

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

STANDARD RATES:

Tall fescue, 2 pounds per 1,000 square feet
Bromegrass, 2 pounds per 1,000 square feet

SPECIAL RATES: _____

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

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

DISTRIBUTION: Original to Developer and/or Owner
Copy to Metropolitan Area Planning Dept. Staff
File Copy: Sedgwick County Conservation District

May 6, 1977

Oblinger-Smith Corp.
625 First National Bank Bldg.
Wichita, Kansas 67202

Attention John D. Gist

Re: S/D 77-30 - Preliminary
plat of CRESTVIEW COUNTRY
CLUB ESTATES

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, May 5, 1977, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. ✓ One point of access shall be permitted to Lot 1, Block 3, from 143rd Street East and from Central Avenue. Said accesses to be as far from the intersection of 143rd Street and Central as possible.
- B. The applicant shall guarantee all cross street drainage structures such as bridges, boxes, pipes and culverts and as well shall guarantee all other required drainage improvements.
- C. ✓ A new title shall be selected for the plat so as not to be confused with the Crestview Country Club Estates plats already filed of record.
- D. ✓ No final plat shall be forwarded to the governing body on subject property until the Four Mile Creek Phase I sewer study has produced the answers for handling of sanitary sewers in this area.
- E. The applicant shall guarantee the installation of sanitary sewer to serve the addition and all the lots therein.
- F. The applicant shall submit a county zone change request to "AA" zoning and a conditional use request for the multi-family development proposed on Blocks 1, 2 and 7 of the

S/D 77-30
May 6, 1977
Page 2

preliminary plat. Approval of the plat is subject to the approval of these applications.

- G. The private streets in Blocks 1 and 2 shall be redesigned to shorten their length and the one private street connecting to the cul-de-sac on Sagebrush shall be relocated so as to connect to Sagebrush at a better location.
- H. The applicant shall submit a covenant which shall provide for the control and maintenance of the open space-drainage areas and the private streets.
- I. The applicant shall guarantee the paving of all the public streets to the City of Wichita standards. The Subdivision Committee recommends a 29 foot back to back paving width, unless it is determined that the 26 foot width discussed is more acceptable.
- J. Appropriate street plans and profiles for the streets shall be submitted to the City Engineer for review and approval prior to issuance of any building permits and a copy of the approved plans shall be provided to the County Engineer prior to construction of the streets.
- K. The applicant shall guarantee the installation of city water to serve subject plat and all the lots therein.
- L. The applicant shall contact the Water Department and the Gas Service Company relative to easement requirements in the portions of Blocks 1 and 2 to be served by private streets.
- M. The Subdivision Committee recommends that sidewalks not be required on this plat.
- N. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

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

Sincerely,

Curtis L. Newby
Junior Planner

CIN:rme
Encl.

S/D 77-30
May 6, 1977
Page 3

cc: Karl Solomon, 915 Douglas Building, 67202
Kenny Hill, c/o Reiss & Goodness Engineers, 2160 W. 21st,
67203
Dean Sellers, Assistant City Engineer

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-30 Name CRESTVIEW COUNTRY CLUB ESTATES
Date Application Rec'd. 3-7-77 Preliminary Approval _____
Scheduled S/D Meeting 5-5-77

DESCRIPTION

General Location East side of 143rd Street East between Central
and 13th Street North

Owner Karl Solomon
Surveyor/Engineer Oblinger-Smith Corp.
Address 625 First National Bank Bldg. Phone 262-0451

- | | |
|--|------------------------------------|
| 1. Gross Acreage of Plat <u>305.52</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>70</u> R/W <u>2,900</u> ft. |
| Residential <u>354</u> | b. <u>64</u> R/W <u>24,300</u> ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>354</u> | TOTAL <u>27,200</u> ft. |
| 3. Minimum Lot Frontage <u>60</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>20,000</u> sq.ft. | streets? <u>yes</u> <u>X</u> no |
| 5. Existing Zoning <u>R-1</u> | |
| 6. Proposed Zoning <u>R-1 & AA</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>Crestview Improvement District</u> | |
| 11. Health Department Approval (where applicable) <u>N/A</u> (Yes-No) | |
| 12. City of Wichita _____: Three-Mile Area <u>X</u> | |

STAFF COMMENTS:

- A. A new title shall be selected for the plat so as not to be confused with the Crestview Country Club Estates plats already filed of record.
- B. No final plat shall be approved on subject property until the Four Mile Creek Phase I sewer study has produced the answers for handling of sanitary sewers in this area.
- C. The applicant shall guarantee the installation of sanitary sewer to serve the addition and all the lots therein.
- D. The applicant shall submit a county zone change request to "AA" zoning and a conditional use request for the multi-family development proposed on Blocks 1, 2 and 7 of the preliminary plat. Approval of the plat is subject to the approval of these applications.
- E. It is recommended that Blocks 1 and 2 be redesigned so all the streets will be public streets. Or, if the private streets are acceptable, that they be redesigned to shorten their length and to eliminate the one private street connecting to the end of a cul-de-sac on Sagebrush.
- F. The applicant shall submit a covenant which shall provide for the control and maintenance of the open space-drainage areas and the private streets if approved.
- G. The applicant shall guarantee the paving of all the public streets to the City of Wichita standards. Consideration should be given to appropriate paving width.
- H. Appropriate street plans and profiles for the streets shall be submitted to the City Engineer for review and approval prior to issuance of any building permits and a copy of the approved plans shall be provided to the County Engineer prior to construction of the streets.
- I. The applicant shall guarantee the installation of city water to serve subject plat and all the lots therein.

- J. Complete access control adjacent to Central and to 143rd Street East, shall be indicated on Lot 1, Block 3.
- K. The applicant shall guarantee the installation of sidewalks adjacent to all interior streets and adjacent to 143rd Street East on Lot 19, Block 7.
- L. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Map No.: 6448
Section No.: 13
Twp. No.: 27S
Range: 2E

S/D No. 77-30

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Crestveiw Country Club Estates
General Location: East side of 143rd St. East between Central and 13th St. North
Northeast Corner of Central and 143rd Street East

Name of Property Owner: Karl Solomon
Address: 915 Douglas Building Phone: 262-2483
Name of Subdivider: Karl Solomon
Address: 915 Douglas Building Phone: 262-2483
Name of Agent/Surveyor: Oblinger-Smith Corporation (Gary Wiley) John List
Address: 625 First National Bank Building Phone: 262-0451
Date of Application: April 21, 1977

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 305.52
2. Number of Lots:
 - Residential 354
 - Commercial 0
 - Industrial 0
 - Other 0Total Number of Lots 354
3. Minimum Lot Frontage 60 ft.
4. Minimum Lot Area 20,000 sq. ft.
5. Existing Zoning R-1
6. Proposed Zoning R-1AA
7. Lineal Feet of New Streets:
 - a. 70 R/W 2,900 ft.
 - b. 64 R/W 24,300 ft.
 - c. R/W ft.
 - d. R/W ft.
 - e. R/W ft.TOTAL 27,200 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply (Yes-No), Name City of Wichita
10. Public Sanitary Sewers (Yes-No), Name Crestveiw Improvement District
11. Health Department Approval (where applicable) N/A (Yes-No)
12. City of Wichita Three-Mile Area

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

Owner's Signature: Karl Solomon

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

Received by GLN
Date 4-21-77
Fee Submitted \$1109.00

FORM 20 21

PAYMENT NOTICE

City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

Bldg & Elev.	Elec.	Elev. Insp.	Exam. Fees
Hse. Mvr.	Hse. Moving	Licse.	Mech.
Oil Well	Pav. Cuts	Plan.	Plbg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer	41109.00	

DESCRIPTION	AMOUNT
-------------	--------

Subdivision Application

Name _____

Address _____

Type _____

Comments: _____

Date _____

By *Carl Hentley*

April 14, 1977

Mr. John Gist
Oblinger-Smith Corp.
625 1st National Bank Bldg.
Wichita, Kansas 67202

Re: S/D 77-30 - Crestview
Country Club Estates

Dear John:

We have reviewed the revised sketch plat that you and Gary Wiley brought in yesterday afternoon. There are still several items that we would like for you to be advised of and take into consideration in preparing the preliminary plat.

As we discussed, Jim Aiken has not been contacted relative to your client's proposal for handling sewerage on subject property. Although you indicate that the intent is to form a County Sewer benefit district, to include both Crestview to the west and Shadybrook Farm to the south, we will not recommend the approval of any final plat by either the Planning Commission or City Commission until the Four Mile Creek Phase I Study produces answers for the handling of sewers in this area. We are advised that the application for the study will appear on the agenda of the City Commission on either April 19 or 26.

For those areas proposed for either duplex or multiple family, it is necessary that an application be submitted for "AA" Single Family and an accompanying Conditional Use for multiple family dwellings.

We agree with the latest proposal to eliminate the long east-west, north-south collector and your latest revision to tie two other streets to the east property line. We urge that consideration be given to eliminating some of the streets intersecting with 143rd. You'll find that we have suggested intersecting the two cul-de-sacs to the streets to the south. Also, please review the suggested revision of the streets at the northeast corner of the site, and the elimination of the one block section on Sandalwood.

Mr. John Gist
April 14, 1977
Page 2

We are opposed to the private streets in Blocks 1 and 2. We believe that this area should be considered for single family homes as are being developed in the Shadybrook Farm Addition to the south. If the private streets are approved, consideration should at least be given to reducing their length.

Central is an FAS road and 60 feet of half street right-of-way is required. Although we understand your proposal for reducing street standards, we will reserve our comments until after we have an opportunity to review them with Public Works. We do not agree with your proposal to not provide sidewalks.

Based on these remarks and with the understanding that we are reserving our comments on your proposed zoning change and conditional use applications until they are submitted, we authorize the submission of the preliminary plat.

If you have any questions, please call. Enclosed is a marked copy of the sketch with some of our thoughts.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:rme
Encl.

cc: Karl Solomon
915 Douglas Building, 67202

April 6, 1977

Jim Aiken, Environmental Health Director

Jack H. Galbraith, Chief Planner

S/D 77-30 - Proposed plat of Crestview Country Club Estates, located on the east side of 143rd Street East between Central and 13th Street North.

The attached 300-acre plat was recently submitted to our office for review. Overall density is projected at approximately 2.4 d.u.'s/acre with most of the lots being developed with single family homes. The multi-family lot would have a maximum of 150 dwelling units. The developer proposes street pavement widths of 41 feet back-to-back for the collector streets, 29 feet for local residential streets, and 24 feet for private streets. The multi-family lot will provide 2 off-street parking spaces per dwelling unit. All other lots will provide 3 parking spaces per dwelling unit. A request for waiver of the sidewalk requirement will be made.

In reviewing this sketch with the applicant Karl Solomon and his agent Gary Wiley, they advised that their engineer, Reiss and Goodness, had proposed enlarging the Crestview Country Club Sewer benefit district and that they were considering including the Shadybrook Farm Addition on the south side of Central and enlarging those treatment facilities to accommodate this half section. Asked who they had contacted and they advised the County, State, and they were not sure about Aiken.

Another problem I could see was drainage and they advised that they would contact Mitchell.

We questioned 40-foot private drives proposed to serve the lots for duplex development in the triangular area at the southeast corner of the plat. I mentioned that I was not enthused about this type of private street system, however, they countered that it was working quite well along Central on Crestview and that they felt there was demand for more development of this type. We would appreciate comments you have on this private street system proposal as well as comments on the proposed paving widths.

Any comments you have concerning this sketch plat would be appreciated by April 11th. If you have any questions, please call.

Jack H. Galbraith
Chief Planner

JHG:LO:rme
Attachments

April 6, 1977
Page 2

Memo also sent to:

Grover McLure, Director, County Department of Public Works
Dick Linn, City Engineer
M. S. Mitchell, Maintenance-Flood Control

6447

6448

3/28/77

Sketch Plat
Crestview Country Club Estates -

- R1 Zoning
- Proposed "LC" and Smultys Family Rezoned across the street from single family homes in Shadywoods Farms Add
- Zone Change needed + Conditional Use for either duplexes or multiple family.
- Estate lot - major drainage problems.
- Collector Streets - major entrance from 13th not at collector.
Needs redesign.
- Right of Way.

Central	60' + 75'	FAS
13th	50' + 75'	half
143rd	50' + 75'	half.
- Open Space - Who does it serve, why set up a home owners association for open space that serves so few lots directly.
- Question the location of Smultys Family and Duplexes on 143rd.
- Drainage Problems N/S thru into Estate lot subject to severe flooding.

4-12-77

Aiken advised that he had not been contacted on sewer proposal.

He advised that rather than enlarging the Costeiras Improvement District, that State would only support a County Sewer Improvement District.

That nothing should be approved until the 4-mile creek study produces some answers. That the study proposes to concentrate on two critical areas first, Timberlake - Springdale, Costeiras

He has heard that Dressie has proposed to the State the enlarging of the Costeiras Benefit District - Not acceptable to Aiken

Application for Study is on the BCC agenda for either the 19th or 26th

Aiken doesn't like private streets -

Eric Clure called that he likes street standards, thinks they should even be narrower. Believes even the private street systems are satisfactory.

Says that drainage system will have to also include storm sewers.

TOTAL GROSS AREA = 306.52 ACRES ±

PROPOSED USES

1. SINGLE FAMILY
305 D.U.'s

2. TWO FAMILY

(A) ATTACHED SINGLE FAMILY = 25 lots = 50 D.U.'s

(B) CONVENTIONAL TWO FAMILY = 23 lots = 46 D.U.'s

3. MULTI FAMILY

TOWNHOUSES, CLUSTER HOUSING, EXCLUSIVE
APARTMENTS & RELATED RECREATIONAL
FACILITIES.

10.0 NET ACRES WITH A MAXIMUM

DENSITY OF 15 D.U.'s / ACRE = 150 D.U.'s

TOTAL D.U.'s = 551

DENSITY / GROSS ACRES = 1.8 D.U.'s

APPROX DENSITY / NET ACRES = $306.52 \times .75 = 230$ ACRES

$551 \div 230 = 2.4$ D.U.'s / ACRE.

PROPOSED STREET PAVING WIDTH

COLLECTORS = 41 FEET R.T.O.B.

LOCAL RESIDENTIAL = 29 FEET R.T.O.B.

PRIVATE STREETS = 24 FEET / T-TYPE TURN-A-ROUND.

PARKING

SINGLE FAMILY AND TWO FAMILY = 3 / D.U.

MULTI-FAMILY = 2 / D.U.

NO SIDEWALKS

Map No.: 6448
Section No.: 13
Twp. No.: 27 S
Range: 2-E

S/D No. 77-30

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Crestview Country Club Estates

General Location: Northeast Corner of Central and 143rd Street East

Name of Property Owner: Karl Solomon Phone: 262-2483

Address: 915 Douglas Building

Name of Subdivider: Karl Solomon Phone: 262-2483

Address: 915 Douglas Building

Name of Agent/Surveyor: Oblinger-Smith Corporation (Gary King) John Gist

Address: 625 First National Bank Building Phone: 262-0451

Date of Application: March 3, 1977

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 302.86 + or -
2. Number of Lots:
 - Residential 330
 - Commercial 1
 - Industrial 0
 - Other 0
 - Total Number of Lots 331
3. Minimum Lot Frontage 60 ft.
4. Minimum Lot Area 20,000 sq. ft.
5. Existing Zoning R-1
6. Proposed Zoning R-1, AA, & LC
7. Lineal Feet of New Streets:
 - a. 70 R/W 9,200 ft.
 - b. 64 R/W 16,600 ft.
 - c. R/W ft.
 - d. R/W ft.
 - e. R/W ft.
 - TOTAL ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply (Yes-No), Name City of Wichita
10. Public Sanitary Sewers (Yes-No), Name Crestview Improvement District
11. Health Department Approval (where applicable) N/A (Yes-No)
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Owner's Signature: _____

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

Received by Cent. Gist
Date 3-7-77
Fee Submitted none