

PLAT NO. S/D 71-90 MAP NO. 6446 G-14-B&C

NAME TIMBER LAKES ESTATES

LOCATION At the northeast corner of Harry and 143rd
Street East

ENGINEER P.E.C.

OWNER Kenneth P. Brasted, et. al.

APPLICATION FILED 12-15-71

SKETCH PLAT FILED 12-15-71

PRELIMINARY FILED 3-3-72

S/D ACTION 3-16-72 Approve

FINAL FILED 5-22-72

S/D ACTION 6-1-72 Approve 11-2-72 Approve

MAPC ACTION 6-8-72 Approve 11-9-72 Approved
subj to conditions

BCC ACTION 3-13-73 Approved

RECORDED 5-24-73

REMARKS _____

ACTION

	DATE
S/D COMMITTEE (Prelim.)	Approve 3-16-72
(Final)	Approve 6-1-72
M.A.P.C.	Approve 6-8-72
S/D (Final)	Approved subject 11-2-72
B.C.C. # 100	Approved conditions 11-9-72
	# 5-13-73

Recorded 5.24.73

S/D 71-90 - TIMBER LAKES ESTATES
At the northeast corner of Harry
and 143rd Street East

Map No. 6446
G-14-BAC
Sec. No. SE 1/4 25, SW 1/4 25
Twp. No. 27 S
Range 2 E

Subdivision Report and Progress
S/D No.: 71-90

Name: TIMBER LAKES ESTATES

General Location: At the northeast corner of Harry and 143rd Street East

Owner: Kenneth P. Brasted, et. al.*
Address: 230 South Market 67202 Phone: 267-1261
Subdivider: Same c/o Herbert H. Hopper, et. al.*
Address: Olive W. Garvey Building 67202 Phone: 262-6466
Engineer/Surveyor: _____
Address: _____ Phone: _____

Application Received 12-15-71
Conf. with Applicant Nov. & Dec. 1971
Sketch Plat Received 12-15-71
Present Zoning R-1
* Proposed Zoning R-1, AA & LC
Letter of Intent 1-17-72

FINAL PLAT RECEIVED 5-22-72
S/D Comm. Action 6-1-72 Approve
11-2-72 Approve subj to easements
Dept. Report on Final _____
M.A.P.C. ACTION 6-8-72 Approve *
Dept. Report on Final 11-5-72
Letter on Irons Received _____
Title/Taxes Rec'd & Reviewed 5-30-72
Final Review 7-8-73
Referral to B.C.C. 7-8-73

PREL. PLAT RECEIVED 3-3-72
S/D Comm. Action 3-16-72 Approve
Dept. Report on Prel. _____

B.C.C. ACTION 3-13-73 Approved
Recorded 5-24-73

TRACING PROGRESS:
Received 10-16-72
Released 10-19-72
Received 11-7-72
Released 3-13-73

* also 11.9.72 MAPC Approved subj to conditions

Comments:

- *Owners-John P. Reed, 332 North Pershing 67208
- Daniel M. Carney, 6838 E. 14th 67214
- David Brasted, 34 Stratford 67206
- Jim Olander, 314 Rutland 67206
- Colby B. Sandlian, 1500 Fairfield Lane 67208
- *Agents-Harold Bauer, 1112 North Armour 67206
- John E. Seeman, c/o Oblinger-Smith Corp., 625 1st Nat'l. Bank Building 67202

TIMBER LAKES ESTATES
Send Plats to:

Earl Fulk, Trustee
Minneha Township
14228 East 13th
Wichita, Kansas 67230

Send copies of agenda/correspondence to:
(1) Paul Knaus, Traffic Engineer
(2) Arlen Wagner, 4365 Beacon Bldg 02

* Assoc. zone cases 9CZ-0282, 5CZ-0283 and 5CZ-0284 and CU 139

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

Ⓟ
6/5/73

TIMBER LAKE ESTATES ADDITION was

filed for record on May 24, 1973

S-3 4-14

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vh

[Signature]
Register Of Deeds

T9-328

LECTORS

K. BAXTER, JR., P. E.
D. KNOP, P. E.
E. E. HYSOM, P. E.
R. B. PEUGH, P. E.
C. J. FREUND, P. E.
W. H. KELTNER, P. E.
R. D. PLETCHER, P. E.
P. D. MIDDLETON, JR., P. E.
J. L. MARTIN, P. E.
K. R. HORNER, P. E.



**PROFESSIONAL
ENGINEERING
CONSULTANTS**
PROFESSIONAL ASSOCIATION

March 8, 1976

Mr. Don Yelton, P. E.
Asst. Director of Public Works
Sedgwick County
1015 Stillwell
Wichita, Kansas 67213

Re: Timber Lakes- Springdale Jt. Sewer District
PEC File No. 30-75295-024

Dear Don:

On Thursday, March 4, 1976, we were requested by Jack Galbraith of the Wichita-Sedgwick County Metropolitan Area Planning Department (W-SCHAPD) to provide his office with the allowable dwelling unit capacity for the Timber Lakes-Springdale Joint Sewer District service area. Since he needed the information for a case being reviewed on the same day as his request, we completed the calculations and by phone provided the data he needed. We calculated the dwelling units per acre for the remaining areas and have indicated them on the attached map for your review. The criteria for the calculations are listed below:

1. Interceptors sized flowing 3/4 full
2. Design flow assumed 2 times daily flow
3. Daily flow assumed 100 gpcd
4. Manning's equation used
5. Pipe n - factor used 0.010.
6. Assumed 3 people per dwelling unit
7. Slope equals design grades
8. Existing platted lots accounted for

Should you have any questions please advise.

Very truly yours,

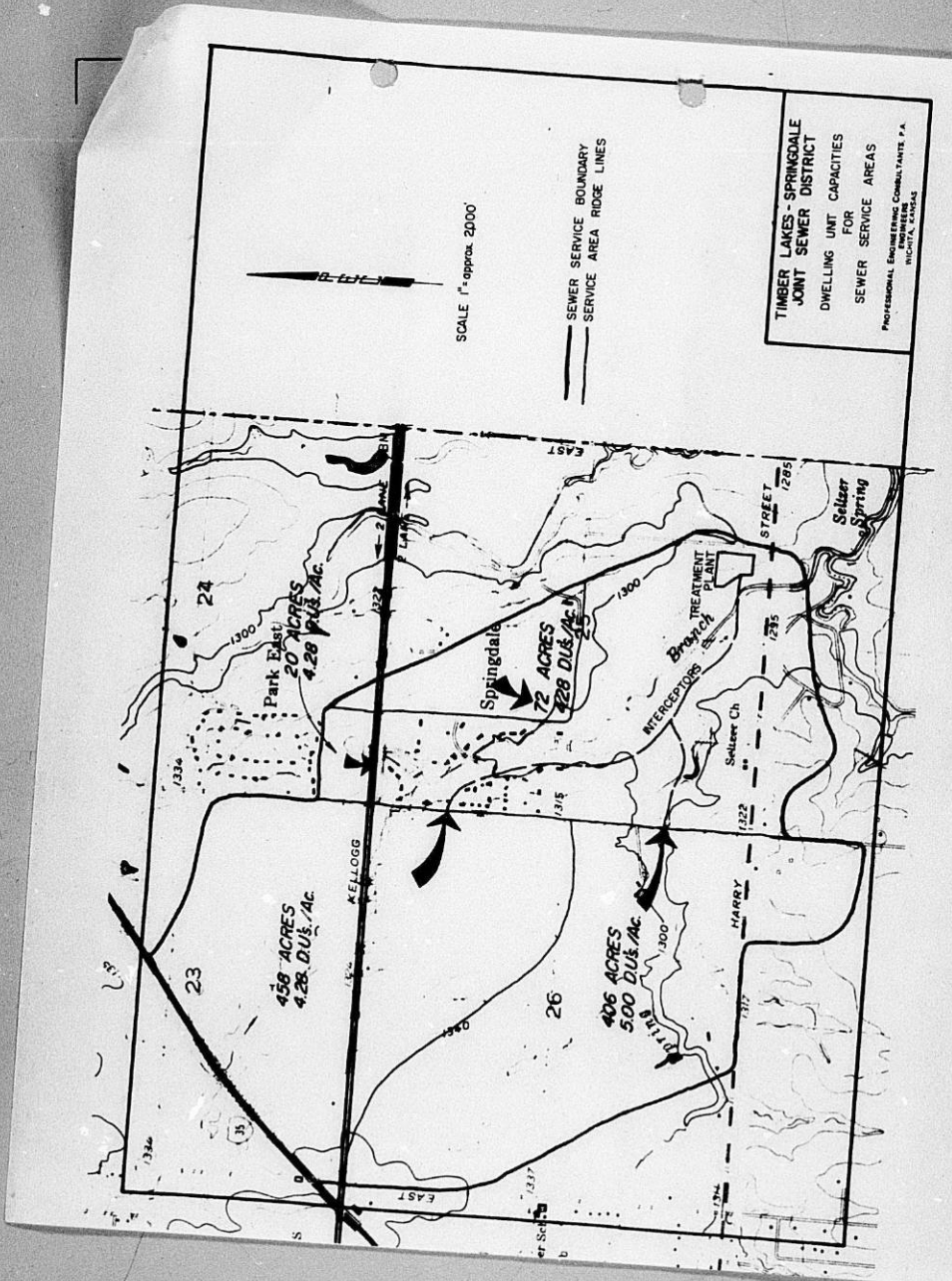
PROFESSIONAL ENGINEERING CONSULTANTS, P. A.

Michael D. Schomaker
Michael D. Schomaker, P. E.
Sanitary Engineer

cc: Jack Galbraith



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



SCALE 1" = approx. 2000'



SEWER SERVICE BOUNDARY
SERVICE AREA RIDGE LINES

TIMBER LAKES - SPRINGDALE
JOINT SEWER DISTRICT
DWELLING UNIT CAPACITIES
FOR
SEWER SERVICE AREAS
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
INDIANAPOLIS, INDIANA
INDIANAPOLIS, INDIANA

Park East
20 ACRES
4.28 D.U.S./AC

Springdale
72 ACRES
4.28 D.U.S./AC

458 ACRES
4.28 D.U.S./AC

406 ACRES
5.00 D.U.S./AC

TREATMENT PLANT

INTERSEPTORS

STREET

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MARRY

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[Signature]
24.7.77

BOARD OF SEDGWICK COUNTY COMMISSIONERS
PROCEEDINGS

MEETING OF THE BOARD OF COUNTY COMMISSIONERS
SPECIAL MEETING

JUNE 22, 1977

STREET IMPROVEMENT ASSESSMENTS
TIMBERLAKES ESTATES



The Special Meeting of the Board of County Commissioners of Sedgwick County, Kansas was called to order at 10:15 a.m., Wednesday, June 22, 1977 in the County Commission Meeting Room in the Courthouse in Wichita, Kansas by Commissioner Tom Scott, Chairman, with Commissioners John Hale and Everett Patrick and Deputy County Clerk Charmaine McDonald in attendance.

Mr. Scott called the meeting to order and turned the meeting over to Mr. Grey Dresie.

Mr. Grey Dresie appeared before the Board. He stated that this was a Special Meeting at which people were entitled to appear to protest if they so desired, the amount of the appraisal of their property in the Timberlakes Estates Addition to Sedgwick County, Kansas. He stated that the appraisal had been made by three appraisers who were appointed by the County Commission for this purpose. He stated that the appraisals were for the purpose of arriving at an amount to be assessed against each lot for the payment of their share of the cost of street improvements in the district. He stated that this procedure was followed by the Kansas Statutes Annotated 12-608. He presented the Deputy County Clerk with the proof of publication of the notice of the hearing. He stated that he thought that there had been filed with the County Clerk, in fact he knew there had, a copy of the appraisal. He presented the Board with copies of the appraisal. He stated that the purpose of this assessment was to assess each piece of property and then the aggregate total amount of the assessment for the paving district was divided and then the proportion, the ratio of each individual assessment to the total amount of the assessment of the district was the ratio that was used in arriving at the cost that each piece of property should bear in regards to the total cost of the improvement. He stated that he thought that there were several people present who wished to appear before the Board in regards to this matter. He stated that the purpose of this meeting was to hear them, to change any appraisements which the Board of County Commissioners may find that they deem unjust or unreasonable for one reason or another and then after that, to adopt a resolution as to the assessments and such.

Mr. Scott asked the Board members if they had any questions for Mr. Dresie on this matter.

Mr. Scott asked who wanted to be heard first.

Mr. Craig Lawrence appeared before the Board. He stated that he was not really sure how these assessed values were determined. He stated that he was sure that the appraisers had their method. He stated that he thought that the values should be based upon the value of the lot, or the cost of the lot by the homeowner.

Mr. Dresie asked if he could interrupt for a moment. He stated that Mr. Weir who was one of the appraisers was present as well as Mr. Farney and Mr. Dreiling. He stated that all three appraisers involved in this

**BOARD OF SEDGWICK COUNTY COMMISSIONERS
PROCEEDINGS**

Special Meeting
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Timberlakes Street Improvements

were present.

Mr. Lawrence stated that what he simply did was take into consideration the price that he had paid or he had under contract to purchase the lot for and he wrote that down and then he wrote down the appraised value and he gave the amount that he thought was overappraised. He stated that he did not think that they could get a more accurate on the value of a lot than the actual cost that they had paid for it and what it was under contract for at the present time.

Mr. Scott asked if there were any questions.

Mr. Scott asked Mr. Lawrence if he was saying on Block one, Lot eleven, that the cost of that lot was \$6,900.00. He asked Mr. Lawrence if this was correct. He further asked if on Block One, Lot 21, that the cost of that lot was \$11,600.00.

Mr. Lawrence stated that this was correct. He further presented the Board with a list of those lots that he felt were over appraised. He stated that the appraised value that had been given those lots was over the amount that he had paid for the lot.

Mr. Hale asked Mr. Lawrence which lot was his lot.

Mr. Lawrence stated to the Board which lots were his.

Mr. Patrick asked if the lots were vacant presently.

Mr. Lawrence stated that all but one was vacant.

Mr. Scott asked who else wanted to be heard.

Mr. Samuel Buchanan appeared before the Board. He stated that he owned Block One, Lot Twelve. He stated that the purchase price of that lot was \$8,000.00. He stated that this lot was evaluated at \$5,100.00 and the taxes on the property were \$14,100.00.

Mr. Hale asked Mr. Buchanan to repeat what his taxes were. He asked Mr. Buchanan if he meant the appraised value rather than the taxes.

Mr. Buchanan stated that he did mean the appraised value rather than the taxes. He further stated that the appraised value was \$14,100.00.

Mr. Dresie asked for a clarification as to what lot Mr. Buchanan was referring to.

Mr. Scott asked Mr. Buchanan if he was saying that he gave \$8,000.00 for the lot.

Mr. Buchanan stated that this was correct. He stated that this lot was appraised higher than 50 out of 53 lots costing \$10,000 to \$15,000.00.

Mr. Scott asked who else wanted to be heard.

Mrs. Joyce Harding appeared before the Board. She stated that she owned Lot One, Block One. She stated that their lot cost \$5,000.00 and the appraised value was \$10,650.00. She stated that she too, would like to know how the appraisals were arrived at. She stated that they had had no explanation about this. She stated that she would like to know after the appraisal was arrived at, how the assessments were decided and how they would be spread.

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Mrs Harding stated that she had not even received notice of this in the mail. She stated that she had just received this from another homeowner. She stated that she was wondering how the assessments were going to be spread and what the total figure was. She stated that she had received different totals from different people and she had been told that today was the meeting for them to have their say-so and she felt very frustrated because she was not really sure what they were trying to pay out other than the fact that they had received some appraised values that appeared to be much higher than what they apid for the lot. She stated that if they were going to be used to decide upon the assessments that would be spread over some undetermined time, depending on who she talked to. She stated that she would really like some clarification in how these lots were appraised.

Mr. Scott asked Mr. Dresie if he would explain to the lady what was happening out there.

Mr. Dresie stated that he would explain to the best of his ability.

Mr. Scott asked Mr. Dresie to explain it to all those present, as well as the Board.

Mr. Dresie stated that the Statute that they were proceeding under, was K.S.A. 12-608. He stated that this was the Statute that they proceeded under because they were legally required to. He stated that this Statute provided that the governing board shall appoint three appraisers. He stated that in this case, all three appraisers were present and he was sure that they would be glad to answer any questions that the County Commissioners had as to how they arrived at the appraised value. He stated that this appraised value was this time, not several years ago, but at the reasonable market value of these lots. He stated that after they arrived at the reasonable market value, then they turned in their appraisal report to the County Clerk and the County Commissioners each had a copy of this. He further stated that the total of those appraised values, reasonable market values that were arrived at by these appraisers was added up to arrive at the aggregate total value of the entire district and then the ratio of the individual appraisal of the individual lots to the total aggregate value of the lot was the ratio that was used mathematically to determine how much of the aggregate total value of the paving improvements shall be paid by each of the lots. He asked if that was clear.

The people in the audience stated that this was not clear to them.

Mr. Dresie stated that if they had fifteen lots in the district say, seven of those lots were appraised for \$100.00 each and eight of the lots were appraised for \$200.00 each- that meant that they had seven hundred plus sixteen hundred was \$2,300.00 for the total value of the district. He stated that now, the total value of the improvements would say be \$4,600.00 which was twice that much. He stated that they would take seven-twentythirds, one 23rd of the total value of \$4,600.00 would be assessed against each of those lots that were assessed at \$100.00 and two 23rd for those lots that were assessed at \$200.00. He stated that he did not know how to make it any clearer.

A Lady in the audience stated that she had a question. She stated that she had purchased her lot in November for \$9,650.00. She stated that she would like to know how the value of her lot increased \$4,000.00 in this period of time.

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Mr. Dresie stated that he could tell them what the legal process was but other than that he was not prepared. He stated that he could not answer the lady's question.

There was a brief confrontation between the lady expressing her discontent with the explanation of the appraisalment.

Mr. Scott stated that there was a question about the appraisalment on this, so he thought that the appraisers should appear and let the appraisers explain to the people how they arrived at these figures.

Mr. Tom Weir, one of the appraisers, appeared before the Board. He stated that some of the methods that they used were generally accepted appraisal methods. He stated that they used cost comparables. He stated that they took a totals, and he did not remember just how many of the lots they had that they took the costs on but he thought that it was probably about 48 lots. He stated that in one area they used actual sales and in another area they used nine actual sales and by doing that, they did not know what the people paid in every case for these lots, there might be some of them that might be appraised for a little more than the price paid and there might be some of them appraised less than the price paid because he realized that out on the open market some people were able to bargain a little difference than others. He stated that they were fair appraisals and they did not know who had purchased the lot, they just put the price on the lots, he stated that they did know that any of those lots sold for, and so this was the way that they arrived at this. He stated that they were fair appraisals. He further stated that the size of the lot and the location of the lot had a bearing on this and the way that the lot drained had a bearing on this. He stated that these were done by physical inspection of the lots.

A gentleman in the audience stated that taking all of that into consideration, he would like to know how they could appraise Block One Lot Fourteen at \$15,150.00. He stated that this was not a lake front lot nor a large lot.

Mr. Weir asked if the gentleman was referring to Block One, Lot Fourteen.

The gentleman stated that this was correct. He stated that this had been an \$8,000.00 lot yet it was 88% higher.

Mr. Weir stated that he did not remember that specific lot but he was sure that the judgement was made on the size of the lot, based on the location of the lot and possibly based on some of the surroundings. He stated that in some factors, those were taken into consideration.

The gentleman stated that Lot 13 drained into Lot 14, and Lot 17, 18 and Lot 19 were lake front lots and they were larger and he was sure on the open market, they would have a higher value than anyone and they sold from anywhere from \$12,500.00 to \$15,000.00.

Another gentleman stated that he had the property next door, and they had him appraised at \$11,950.00 and he had paid \$6,900.00 for the lot yet the appraisal was \$5,000.00. He further expressed his feelings on the appraisal of his lot.

Mr. Weir stated that he did not remember that particular lot and he did not know if any of the other appraisers remembered that particular lot.

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Mr. Richard Bowman, owner of Block One, Lot 62, appeared before the Board. He stated that they had him appraised at \$7,400 and they had paid \$6,000.00 for the lot. He stated that when Mr. Weir was talking about bargaining and so forth, there was a published list of prices on the lots that the realtor had. He stated that as he understood, some of the general contractors and builders did get a chance for a price break or whatever, but as far as they were concerned, they had to pay the whole \$6,000.00 price and they thought that this was every bit as much the worth of that lot and he did not see what difference the price made. He stated that he had not seen any of these lots that was less than the published cost.

Mr. Weir asked Mr. Bowman what lot he was referring to.

Mr. Bowman stated that he was making reference to Lot 62, Block One.

Mr. Weir asked Mr. Bowman if he remembered when he purchased this lot.

Mr. Bowman stated that he purchased the lot on November 4, 1975.

Mr. Weir stated that there had been an increase in price since that time. He stated that this must be taken into consideration. He stated that they had figured 6% for the inflation. He stated that this was one of the factors involved.

Mr. Bowman stated that when they purchased the lot, the streets were in, the sewer was in and water was in. He stated that since that time, no other improvements had been made. He stated that he did not understand how there could be a 25% increase in the lot during this time. He stated that it seemed that if they accepted the appraisals, this was one of the best investments that they had made in their lives.

Mr. Charlie Beaker stated that he would like to have the Commissioners assess this in an equitable basis. He further stated that he failed to see the relationship between the appraised value. He stated that he would like to have the Commissioners establish that this was the only way that specials could be spread. He stated that he knew that this was suppose to be equitable. He asked if this was the only legal way that specials could be spread. He stated that everyone should pay the same amount as they were all going to use the streets in the area. He stated that the assessments were not being spread evenly among the lots. He stated that some of the lots were appraised at a very high value and some at a very low value. He stated that the ones that were high were way too high and the ones that were low were way too low. He asked if this was the only legal method that could be used to spread these specials.

Mr. Hale stated that Mr. Dresie could answer this question. He further stated that he thought that this was the only way that they could do this.

Mr. Dresie stated that if he had his way, they would have a different Statute, but they did not. He stated that there were different areas that were handled differently. He further explained the different ways that these matters were handled, such as the difference between this and improvement district. He stated that this was a different Statute. He further stated that they were bound by the Statute.

Mr. Beaker stated that he had a suggestion for the Commission. He suggested that a standard appraised value be arrived at for each of these lots. He stated that each person out there would use the streets, no more no less

BOARD OF SEDGWICK COUNTY COMMISSIONERS
PROCEEDINGS

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June 22, 1977 Page 6
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and he thought that a standard appraised value be established for each of these lots. He stated that each person out there with a home was going to use the streets, no more no less than anyone out there. He further stated that most everyone out there had two vehicles as that far out, two vehicles were almost necessary. He stated that this way they would be complying with the Statute as they would have a fair appraised value of the lots and they did not have the drastic high's and lows.

Mr. Hale stated that he did not think that this complied with the Statute.

Mr. Scott stated that he thought that this was what Mr. Dresie had just stated.

Mr. Dick Williams, Lot 32, Block 1, appeared before the Board. He stated that this property was listed originally at \$15,000.00. He further stated that he did not know the real value of his lot. He stated that the lots that were appraised very high had been improved. He stated that he had lived in six houses in the last eight years and he had never seen street improvements spread on the value of the lots and usually they were spread on an equal basis. He stated that if they were spread on a more equal basis, he did not think that any of the homeowners would have a complaint. He further presented his position in this matter to the Board.

Mr. Dresie stated that he had something that might help. He stated that the Department of Public Works had given him some figures to show what the different assessments would be on four different basises. He used Lot One, Block One as an example. He stated that if the assessment was figured on a square foot basis, it would be \$4,062.98 and if it was figured on a linear front foot basis, it would be \$7,295.42. He stated that judging on this basis the appraisal the assessment would be \$3,560.28.

A gentleman in the audience as what the different figures would be on Lot 21, Block Two.

Mr. Dresie stated that on Lot 21, Block Two, on a square foot basis the appraisal would be \$3,612.16; on a linear foot basis it would be \$3,289.99 and on this basis it would be \$4,028.30.

There was a general discussion regarding this information which Mr. Dresie had presented.

Mr. Williams stated that they needed to get the appraisal somewhere where it would comply with the Statute and yet be equal.

Mr. Dresie presented figures on other parcels of property to the audience at their request.

A gentleman stated that he realized that the Statute did not allow for this to be done another way, but he would like to know if there was any reason that they could not extend the notes for one year and go to the State Legislature and see if they could get this changed. He stated that if they failed to get this done, all they would do would be extend the time on the assessments. He stated that this way they could have what most of the people in the area wanted.

Mr. Dresie stated that he did not know when the due date was on the temporary notes.

BOARD OF SEDGWICK COUNTY COMMISSIONERS
PROCEEDINGS

Special Meeting
June 22, 1977 Page 7
Timberlakes Street Improvement

There was further discussion between Mr. Dresie, the Commissioners and the people present in the audience regarding the feasibility of the previous suggestion.

Mr. Dresie stated that he thought that they had a good idea.

A gentleman asked why the Commission did not go back to his earlier proposal and seriously consider it. He stated that the Commissioners should appraise each lot at \$10,000. He stated that the people in this area were the ones that were going to be paying this bill, it was not the County Commissioners or anyone else in the County or the City, these were the people who would be paying the bill. He stated that the majority of the people would agree on the \$10,000.00.

Mr. Dresie stated that if these people could get the appraisers who were appointed to say that they were all of equal market value, each of these lots was worth \$10,000.00 and the appraisers would sign a certificate to such.

A gentleman in the audience asked why he did not notice lots 32 and lot 33 block two. He asked if they had been excluded for any reason.

A lady remarked that they were the duplexes. She further stated that they came off of a County road, therefore, this was why she thought that they were not included. She further asked for the value on Block Two, Lot Three.

Mr. Dresie presented the figures that the lady had requested. He asked if she had gotten all of the information he presented.

She stated that the information she was requesting was for another party. She further asked for the figures on Block Two, Lot One.

Mr. Dresie presented the lady with those figures.

Mr. Bowman asked the appraisers if they would be willing to make that \$10,000.00 adjustment.

Mr. Weir stated that making the adjustment would be virtually impossible under the State Statute to appraise all of those lots at \$10,000.00. He stated that they had to do this on fair market value. He stated that whether the people paid more or less for it was really not important, except as a base comparable.

A gentleman appeared before the Board. He stated that there were a number of lots out there that were under builder's contract right now. He stated that Dan Carney could give them quite a few of those lots where there had been no transaction and they were going to sell at a good deal less than what they were appraised at.

Mr. Weir stated that they did not know about the private contracts as they were closed to the open market.

The gentleman stated that he was sure that Mr. Carney would be happy to appear and discuss the market value and the appraisals. He further stated that he had a question for Mr. Scott. He asked if there was anything that the County Commission could do to bring the appraisals back towards a more reasonable figure. He stated that he did not think that it mattered to anyone whether there was a slight spread.

Mr. Scott stated that he thought that there was very little that the Commission could do because of the appraisers that had been appointed that went out there, by the Commission, went out there and appraised

BOARD OF SEDGWICK COUNTY COMMISSIONERS
PROCEEDINGS

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June 22, 1977 Page 7
Timberlakes Street Improvement

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Mr. Dresie presented the lady with those figures.

Mr. Bowman asked the appraisers if they would be willing to make that \$10,000.00 adjustment.

Mr. Weir stated that making the adjustment would be virtually impossible under the State Statute to appraise all of those lots at \$10,000.00. He stated that they had to do this on fair market value. He stated that whether the people paid more or less for it was really not important, except as a base comparable.

A gentleman appeared before the Board. He stated that there were a number of lots out there that were under builder's contract right now. He stated that Dan Carney could give them quite a few of those lots where there had been no transaction and they were going to sell at a good deal less than what they were appraised at.

Mr. Weir stated that they did not know about the private contracts as they were closed to the open market.

The gentleman stated that he was sure that Mr. Carney would be happy to appear and discuss the market value and the appraisals. He further stated that he had a question for Mr. Scott. He asked if there was anything that the County Commission could do to bring the appraisals back towards a more reasonable figure. He stated that he did not think that it mattered to anyone whether there was a slight spread.

Mr. Scott stated that he thought that there was very little that the Commission could do because of the appraisers that had been appointed that went out there, by the Commission, went out there and appraised

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these lots and this was what they had recommended to the County Commission.

A gentleman in the audience suggested that the Board appoint a new set of appraisers and get a second appraisal.

Mr. Scott stated that he would have to ask the Bond Attorney about this.

Mr. Dresie stated that he had never seen it done and had never seen a case like it. He stated that the Commissioners had a right to make adjustment.

Mr. Scott stated that he thought the thing was that the streets were in and it was time that they closed the files on this.

Mr. Dresie stated that this was correct. He stated that he was not sure when the note was due, but he was sure that it was in less than one year.

Mr. Scott stated that he thought that there had been a question from the County Counselor that this had to be done. He asked if this was correct.

Mr. Dresie stated that this was correct. He stated that this was the reason that they were doing this.

Mr. Scott stated that his question was on Block One, Lot 50 through Block One Lot 71, how did those vary in there. He asked how those varied in there and how did they arrive at a \$5,000.00 or a \$6,000.00 figure compared with Lot 1 Block One.

Mr. Weir stated that he would like to explain to the Commission that there was a lake out there, or several lakes in the area and also some of those lots backed up to a street, a public street, not really backed up to it but were adjacent to it.

Mr. Scott asked if these were the lots that backed up to Harry.

Mr. Weir stated that this was correct. He stated that they naturally gave more evaluation to the ones that had the public grounds where they had a community recreation area. He stated that naturally those would seem from an appraiser's standpoint, to be worth more money because of the advantage of having public walkways or whatever they might establish there than if they didn't have those and the larger, the more valuable the lots seemed to be. He stated that the lake front seemed to have some bearing on it and the size of the lot themselves were quite different. He stated that the desirability of the lots entered into it quite a bit. He stated that he did not think, as far as market value was concerned, as of the date of the appraisal. He stated that what the price that the person actually paid for it and the reaction to this, might be some difference and he was sure that there would be in many instances, but if those same lots were put on the market as of the date that they made the appraisals, he doubted very seriously that they would be high on those.

Mr. Scott stated that, for his own information, he would like Mr. Weir to answer a question. He asked if say Block Two, Lot One, that was on the list for \$20,100.00, what sort of a lot was this compared to Block One, Lot One. He stated that this was what he would like to know.

Mr. Weir stated that he would have to look at a plat in order to make that determination.

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A plat of the area was presented to Mr. Weir for his review.

The Commissioners were presented with a copy of the plat for their review.

A lady in the audience stated that she would like to make a clarification regarding Lots One and Two in Block One. She stated that neither of those lots had any common ground. She stated that there was a utility easement in the form of a ditch.

Mr. Weir stated that he thought on the Lot One Block Two, that there was a street or something down there.

A number of people in the audience disagreed with Mr. Weir's explanation.

A gentleman in the audience asked to speak to the Commission.

Mr. Scott acknowledged the gentleman.

The gentleman stated that they, to settle the situation, agreed that the matter needed to be put to rest and the assessments spread and to go on. He stated that the appraisers were all, this was a method of trying to spread these costs accurately. He stated that he thought that it was obvious from the costs that the owners had recently paid, within the last 90 days and what the appraised value of some of these lots were that these assessments were all, at least in some cases, 25% off in some cases. He stated that the Commissioners had the power to change the assessed value on these lots. He stated that he would suggest raising the lower lots by 25% and lower the high appraised lots by 25% and it was still not an even spread, but they would be closer to market value than the present appraisal. He stated that they had 105 owners of these lots and he thought that it would be fair to say that at least 2/3'rds if not as high as 90% disagreed with the way that this appraisal had been made. He stated that to spread this equitably, raise the lower lots 25% and take 25% off the higher lots and settle the matter.

Mr. Scott stated that he had a question for the appraisers.

The gentleman stated that the appraisers did not know what was going on.

Mr. Farney stated that they had 48 comparables in the area.

A lady asked Mr. Farney for clarification as to what he meant by comparables.

Mr. Farney stated that he was referring to the actual selling cost in the area.

A gentleman in the audience asked Mr. Farney how many people in the area he had contacted. He further stated that he did not think that there was anyone in the audience that he had contacted. He further stated that they had not talked to the owners in the area.

Mr. Farney stated that they did not need to contact the people, there were records available.

A gentleman asked what sort of records they were referring to.

A gentleman stated that he had spent two-and-a-half hours over at the Courthouse Monday morning trying to find out how this was determined. He stated that no one in the tax office had any idea how this was determined. He stated that he was finally turned over to Mr. Dresie on Broadway and he was the first person in the County Building that

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had any idea of how this was determined.

Mr. Weir stated that as to what they had done, they had taken the thirty actual sales and tried to figure on actual selling price.

A gentleman asked where Mr. Weir had gotten those figures.

A lady in the audience asked who's houses they had looked at.

Mr. Weir stated that he was not able to furnish that information to the people, but they did take 30 actual sales.

A gentleman asked if Mr. Weir had a record of the actual appraisal work.

Mr. Weir stated that he did not have them with him. He further stated that as a check, he talked to one of the real estate companies who were selling houses in the area.

A gentleman asked what real estate company Mr. Weir had contacted.

Mr. Weir made a comment as to what real estate company he had contacted.

The gentleman asked if Mr. Weir was aware that there were other companies handling houses in the area.

Mr. Weir stated that he did not know this. He stated that he had seen the sign and he just talked to them.

Another gentleman stated that all of these people had appeared here this morning, yet they had not yet heard the appraisers give the reasons why they set the prices per lot. He stated that these people were appearing with a positive attitude. He stated that the appraisers could not give them the reasons why they set the price that they did upon the lot. He stated that County money was paid to have the lots appraised yet there was an inequity in the appraisal. He stated that he would like to know how much longer they had before the matter should be closed.

Mr. Scott asked Mr. Dresie if he had that information about the time by which they had to get this thing closed.

Mr. Dresie asked Mr. Scott if he was referring to the issuing of bonds.

Mr. Scott stated that this was correct.

Mr. Dresie stated that he did not have this information with him. He stated that he did know that they had several months.

Mr. Scott stated that if they had several months to do it in, then they had requested, and these people had asked why can't they have this reappraised by some other appraisers. He asked if there would be any problems with the legal where they would end up in court.

Mr. Dresie stated that he thought that the Board had the right to reject the appraisal and ask for a new appraisal.

Mr. Scott asked the people who were present, representing the area, if this was what they wanted.

The "yes" comment was unanimous among the audience.

Mr. Scott stated that the Commission was willing to do whatever the people

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wanted. He stated that the people that were present were the ones that had to live with this, not the Commissioners. He stated that if they were unhappy with this, the Board wanted to do everything that they could to make them happy.

A gentleman stated that if the Commission would change the assessments as he had suggested, and it could be done today. He stated that everyone present was willing to go on an equal basis.

Mr. Scott stated that he had heard from this gentleman but he had not heard from the rest of them on this.

The people in the audience stated that they agreed with the suggestion.

Mr. Scott asked for the comment of the appraisers. He asked if they agreed.

The gentleman stated that they should raise the lower assessments 25% and lower the higher appraisements 25% and then they could go.

Mr. Weir stated that as far as the appraisers were concerned, and he thought that he could speak for the other two, that they had no objection to a reappraisal and they had no objection to changing the evaluation. He stated that they appraised this as they saw it as fair market value.

Mr. Scott asked Mr. Weir if he would sign this certificate like Mr. Dresie said, that if they asked them to lower the top 25% and raise the lower ones 25%.

Mr. Weir stated that he did not think that they could do this, without goint out and re-appraising. He stated that they had given their best opinion already.

Mr. Dresie stated that this would not be correct legal procedure. He stated that the correct legal procedure would be for the Board to decide what kind of an adjustment they were going to make and then find that that was the correct appraisal. He stated that the Board had the right to adjust the appraisals.

Mr. Scott stated that he did not know how they adjusted and he hated to keep using Lot one as an example, lot one block one compared to lot two block one. He wanted to know how he would use that to compare.

Mr. Dresie stated that the only thing that he could suggest, that if these folks thought that 25% up on the lower ones and 25% down on the higher ones was equitable, and the Commission felt that this was equitable appraisal and was close to a reasonable market value, then they had the right to make that change, and they would so draw a resolution correcting the appraisal. He stated that this was what this hearing was for, so that the Commission had the right to correct the appraisal that was in error and this was apparently what these people wanted. He stated that he was not trying to tell the Commission what to do because.....

Mr. Hale asked Mr. Dresie if they would do something like that, would they not have to send out notices to all the residents of the area and those people who got notified that they were going up 25%, did Mr. Dresie think that next week they were not going to be sitting out there to complain that their's went up 25%.

Mr. Dresie stated that the only additional notice, after the resolution acting on this appraisal today, the only notice then was the amount of the

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assessment. He stated that the figures that he had presented to the Board would have to be changed to be in line with whatever changes the Commission made in the appraisals.

Mr. Hale stated that if they gave a change and it was an increase, and they notified those people that they had an opportunity to be heard.

Mr. Dresie stated that these people had an opportunity to be heard today.

Mr. Hale stated that those people were happy with what it was today but if they increased it, did they not have another opportunity.

Mr. Dresie stated that legally, they did not have to give them notice.

Mr. Hale stated that he did not think that this was right.

Mr. Dresie stated that if the Board wanted to give them another opportunity, he did not think that there was any reason why they should not. He stated that they could not not notify people too much.

A lady appeared before the Board. She stated that her family loved the area. She further stated that when they purchased in this area they could not afford a lake front lot, as was the same with a lot of people who were present at this meeting. She stated that some of the lots that were on the lake, one of the lots was a very large lot but her lot was appraised higher. She stated that her lot did not back onto the lake nor any water except those areas that were undeveloped. She stated that the people in the area were aware of what these lots sold for. She stated that the appraisals were not in line with what the lots sold for. She stated that she found it very difficult to understand how a lot could be worth \$5,000.00 today and \$10,000.00 in another four months time. She stated that these people, most of them had just moved into the area. She stated that she could see where some of the lower lots should be higher and where some of the higher lots should be lower. She stated that with the taxes and the specials that were being dumped on the people out there, if it kept going she thought that there would be a lot of people leaving out there.

A gentleman in the audience asked if it would be any problem in getting three new appraisers to go out to the area and meet with the area residents and this way the area residents would know who the appraisers were and what they were doing. He stated that this way perhaps the area could get the new appraisers to get the appraisals much closer to what they should be.

Mr. Scott asked the Board if they had any objection to appointing new appraisers.

Mr. Hale stated that he had no objection to reappointing new appraisers to go out and re-appraise the lots; however, he would want to say that if they pulled 30 certificates of value out of the Register of Deeds Office or where ever they got them and the selling price was on them, he did not know if they raised this from there or what they did. He stated that the certificates of value were available to them as a special appraiser but that was classified information that was not available to the public but it could be used on special appraising and it was available to the Assessor's Office and the County Commission and the Register of Deeds. He stated that this information was not available to the public but it could be used on special appraisal, and was available to the Appraiser's Office, the Register of Deeds and the

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County Commission but other than that, it was not available.

Mr. Weir stated that he would like to make a comment. He stated that they had no objections to other appraisers being appointed, but they did do exactly what they said, they did pull the records and they did know what the property sold for and they did take an average of that. He stated that they knew that they were not always going to come out the same, they did not expect them to, but he thought that if there was a re-appraisal, it would be in the same ballpark.

Mr. Hale so moved to reappoint three appraisers to go out and reappraise the area and to work with the residents and see if they could come up with a more equitable figure.

Mr. Scott stated that he had a motion that the Commission reappoint three different appraisers to go out and re-appraise this property and contact the property owners that lived in the area and the people that owned the lots. He asked if there was any legal problem.

Mr. Dresie stated that the Commission had the right to do that. He stated that they would draw a resolution to this effect. He stated that he would like to name the new appraisers in the resolution.

Mr. Scott asked for a second to the motion.

Mr. Patrick seconded the motion.

Mr. Scott asked if there was any further discussion.

Mr. Scott again asked if there was any further discussion.

A lady in the audience asked how they would notify the people and what type of people they would get for appraisers.

Mr. Scott stated that the appraisers were in the real estate business. He stated that these people had a license to sell real estate, brokers.

Mr. Scott asked if there was any other discussion.

Mr. Scott asked if there was any other discussion.

Mr. Scott asked the Clerk to call for the vote.

The motion carried with all Commissioners voting "aye."

Mr. Dresie asked the Commissioners to notify him when they had the names of the appraisers.

Mr. Scott stated that they would.

The Special Meeting was adjourned.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

TOM SCOTT, CHAIRMAN

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JOHN HALE, COMMISSIONER

EVERETT PATRICK, COMMISSIONER

ATTEST:

Dorothy K. White
County Clerk

APPROVED: _____, 1977

3/15/77

Andy Harkness, County Department of Public Works
Robert A. Lakin, Director of Planning

O&M Cost Timber Lakes-Springdale

In recapping the Kansas City meeting on O&M costs it is my understanding that you will prepare for the county a letter which provides for the estimated cost of operation of the Timber Lakes-Springdale sewer plant for a given fiscal or calendar year. I assume, if you use calendar '77, that the cost will be for the full 12-month period even though 2-1/2 months have elapsed. As I glanced at the costs I would think that the personnel costs seem to be a little high, both in terms of the person doing the work at the plant and the administrative costs. I would assume that the estimates of these costs would have to be developed much in the same manner as the project is costed, i.e. actual time to be spent on the project. Therefore pro ratas for administrative costs will probably be unacceptable in computing a figure. If you figure Mac will spend x-number of hours, then his given rate of compensation times those hours should be the cost estimate; the same for your salary. If there are to be indirect costs charged to this process there is a federal manual designated FMC 74-4, which provides for the way of establishing indirect costs, such as administration to a project. This FMC is universal within all federal accounting systems.

If the person involved in plant maintenance is only doing this work a portion of his time, that portion estimated to be directly attributable to the Springdale-Timber Lakes area should be designated as cost. Please also note that estimated costs should include the required benefits paid by the county, such as contributions to retirement systems, contribution to insurance, FICA, etc. I don't know how the county system works but this oftentimes runs from 17 to 27% of stated salary.

I would assume further that the additional costs, such as commodities, supplies, car rental or transportation costs to and from the site, would be designated in their appropriate line items. If you have already purchased capital outlay items, then I would assume there would be no capital outlay contained within these cost figures. If the county goes to a capital working fund, then the pro rata charges (rents) to that fund for the time period involved based on estimated life of equipment should be included in determining the estimated costs. I would

Memorandum to Andy Harkness
March 15, 1977
Page 2

assume, therefore, that these costs thus derived would be your best estimate as to costs for this year. This, in turn, would not necessarily be directed to the established budget unless said established budget was derived from a similar type of estimate made earlier. It is my understanding that this was done and therefore the figures should have some correlation minus the capital outlay features.

If the estimated costs exceed the ability of the fund to supply moneys on a continuing basis, I would assume that the feds will reject the proposal and require you to modify the fee structure in order to cover the estimated expenses. This is an area that we may need to converse on or to provide them assurances that in the event '78 figures remain the same as to cost and revenues are thus less than that figure, the county will make such modification as is necessary to produce revenues equivalent to estimated costs. We have several tens of thousands of dollars involved here in this last 20% and I assume that we are paying interest on all of it. I would hope that we would not argue or debate this point long because I am sure the feds are going to win in the end. If there is anything that we can do in our office, please advise.

Robert A. Lakin, Director of Planning

cc: Theodore H. Hill, County Counselor
Cecil Cope, County Controller

RAL:ew

WICHITA-SEDGWICK COUNTY

DATE 3/15/77

METROPOLITAN AREA PLANNING DEPARTMENT

TO To the Files
FROM Robert A. Lakin, Director of Planning
SUBJECT S/D 71-90 - Timber Lakes Estates


On March 14 county officials including myself met with EPA staff in Kansas City to discuss payment on the Springdale-Timber Lakes sewer project. Although I did not have a current spread sheet, it would appear that the feds will consider paying their share of the preliminary engineering i.e. survey layout of some \$3300; for lab tests in the amount of some \$4100; for some \$5300 in legal fees associated with contracts of the Springdale plant (not including any right-of-way acquisition, easement acquisition and/or land matters or bond matters), and from \$11.3 thousand for extra engineering, including the O&M manuals, public hearings, etc. No additional submission of requests for payments needs to be made with the exception that the following action is to be done by the county:

1. Provide EPA (I assume Tom Carter or Rosalie Minor) a copy of the public hearing notice, additional certification, and/or copies of invoices re the inspection or survey billings
2. Provide additional justification on the pricing of cost of operation for the plant in fiscal '77.

There was also some comment about insuring that the grass is growing on the sides of the lagoon systems prior to final payments being released.

There was also some discussion of \$6,000 or so dollars of engineering work which EPA maintained was cost for preparing the application, etc. Early conversation at the time of billing indicated this may not have been correct. However, later conversation with John Bailey in reading that billing indicated that it was probably a correct billing, but just late in being submitted, therefore, not allowance.

In general, the meeting was favorable, and was to the benefit of the county in receiving additional moneys which would not have been paid without attending and going to the meeting by at least several of the county officials. We probably had too many people there, but it was better to be overprepared than under.


Robert A. Lakin, Director of Planning

RAL:ew

BY-LAWS

DRAFT

THE TIMBER LAKES HOME OWNERS ASSOCIATION

ARTICLE I

Section 1. Powers and Duties. The Association shall have the rights, powers, and duties as set forth in its Articles of Incorporation, these By-laws and the Declaration of Covenants and Restrictions of Timber Lakes Estates Addition to Sedgwick County, Kansas, a copy of which Declaration is attached hereto and made a part hereof, and it shall have the further powers granted it by law as a non-profit corporation.

Section 2. Temporary Management. In accordance with Article VI of the above described Declaration, the Association shall be managed and operated by Declarant until such time as the Association receives notice in writing from Declarant that management and operation of the Association has been returned to the Association.

Section 3. Temporary Directors. The original incorporators shall be the directors of the Association until management and operation is returned to the Association, and they shall have the power to appoint officers and act as agents for the Association and its members.

ARTICLE II

Section 1. Place of Meeting. Any or all meetings of the members and of the Board of Directors of this Corporation will be held within the State of Kansas, provided that no meetings shall be held at a place other than that designated by the Board of Directors.

Section 2. Annual Meeting of Members. An annual meeting of the members shall be held each year on the first Tuesday after the first Monday in January at 7:30 o'clock P.M., beginning in the first year after management has been returned to the Association by Declarant.

ARTICLE II (Continued)

Section 3. Notice of Annual Meeting of Members. At least ten (10) days prior to the date fixed by Section 2 of this Article for the holding of the annual meeting of members, notice of such meeting, the time and place and purpose of same shall be mailed to the members entitled to vote at such meeting.

Section 4. Delayed Annual Meeting. If, for any reason, the annual meeting of the members shall not be held on the day hereinbefore designated, such meeting may be called and held as a special meeting, and the same proceedings may be had thereat as at an annual meeting.

Section 5. Order of Business at Annual Meeting. The order of business at the annual meeting of members shall be as follows:

- a. Reading notice and proof of publication of mailing.
- b. Reading minutes of last preceding meeting.
- c. Report of President.
- D. Report of Secretary.
- e. Report of Treasurer.
- f. Election of Directors.
- g. Transaction of other business.
- h. Adjournment.

Provided, that in the absence of an objection, the presiding officer may vary the order of business at his discretion.

Section 6. Special Meetings of Members. A special meeting of the members may be called at any time by the president, or by a majority of the Board of Directors. The method by which said meeting may be called is the same as prescribed for the notice of the annual meeting.

Section 7. Organization Meeting of Board. At the place of holding the annual meeting of members and immediately following the same, the Board of Directors as constituted upon final adjournment of such annual meeting shall convene for the purpose of electing officer and transacting any other business properly brought

(3)
ARTICLE II (continued)
Section 7

before it; provided that the organization meeting in any year may be held at a different time and place than that herein provided by consent of a majority of directors of such new board.

Section 8. Regular Meeting of Board. Regular meetings of the Board of Directors shall be held not less frequently than quarter-annually, and at such time and place as the Board of Directors shall from time to time determine. Notice of regular meetings of the Board shall be required at least three days in advance.

Section 9. Special Meeting of Board. Special meetings of the Board of Directors may be called by the President at any time by means of written notice by mail of the time, place and purpose thereof, to each director as the President in his discretion shall deem sufficient, or by oral notice of the same, but action taken at such meeting shall not be invalidated for want of notice if such notice shall have been waived.

ARTICLE III

Section 1. Membership. Every person or entity who is a record owner of a fee interest in any residential site in the Timber Lakes Estates Addition to Sedgwick County, Kansas shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have only one class of membership. Each member shall have one (1) vote for each residence site in which he holds the interest required for membership by the preceding section and upon which he shall have paid the then current and all prior assessments upon said living unit, as hereinbefore provided. When more than one person holds such interest or interests in any living unit, all such persons shall be members and the vote shall be exercised as they, among

ARTICLE III (continued)
Section 2

themselves, shall determine, but in no event shall more than one (1) vote be cast with respect to any such living unit.

ARTICLE IV

QUORUM.

Section 1. Quorum of Members. Presence in person or by proxy of members representing a majority of the voting rights of this Corporation shall constitute a quorum at any meeting of the members.

Section 2. Quorum of Directors. A majority of the Directors shall constitute a quorum.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Term of Directors. The business, property and affairs of this corporation shall be managed by a Board of Directors composed of seven (7) persons who shall be members of this corporation. Each director shall hold office for the term for which he or she is designated or elected and until his or her successor is elected and qualified.

Section 2. Classification of Directors. The members of the Board of Directors shall be divided into three classes of members. The first class shall hold office for a term of one year; and second class shall hold office for a term of two years; the third class shall hold office for a term of three years. The number of the Board of Directors of each class shall be as follows:

First class - Three (3); Second class - Two (2); Third class - Two (2). At all subsequent annual elections the director or directors shall be elected by the members for a term of three years to succeed the director or directors whose term then expires; provided, that nothing herein shall be construed to prevent the election of a director to succeed him or herself.

Section 3. Vacancies. Vacancies in the Board of Directors

ARTICLE V
Section 3.

shall be filled by appointment made by the remaining directors.
Each person so elected to fill a vacancy shall remain a director until his successor has been elected by the members who may make such election at their next annual meeting, or at any special meeting duly called for that purpose and held prior thereto.

Section 4. Action by Unanimous Written Consent. If and when the directors shall severally or collectively consent in writing to any action to be taken by the corporation, such action shall be as valid, corporate action as though it had been authorized in a meeting of the Board of Directors.

Section 5. Assessments. All assessments shall be assessed against the owners and members as set out in the Declaration attached hereto.

Section 6. Power to Elect Officers. The Board of Directors shall elect a President, Vice-President, a Secretary and a Treasurer from among their members. The Secretary and Treasurer may be the same person.

Section 7. Power to Appoint Other Officers and Agents. The Board of Directors shall have power to appoint such other officers and agents as the Board of Directors may deem necessary for the transaction of the business of the corporation.

Section 8. Compensation. The directors and officers of the Association shall not receive any stated salary for their services, but may, by majority vote of the members, receive a fixed sum for expenses.

Section 9. Rules and Regulations. The Board of Directors shall have the power to adopt and establish rules and regulations for the management and operation and control of the common areas and lakes; and may, from time to time, amend and repeal such rules and regulations.

ARTICLE V. (continued)

✓ Section 10. Common Areas. The Association shall own the common areas and lakes and shall be responsible for their maintenance, beautification and use as recreational facilities.

ARTICLE VI.

OFFICERS

Section 1. Officers. The officers of this corporation shall consist of the following: a President, a Vice-President, a Secretary, and a Treasurer. The Secretary-Treasurer may be the same person.

Section 2. Term. The officers shall hold office from the date of their election and until their successors are duly elected and qualified.

DUTIES OF OFFICERS

Section 1. President. The President shall be the chief executive officer of the corporation. He shall preside over all meetings of the Board and of the members. He shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the Board are carried into effect. He shall be ex officio a member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Section 2. Vice President. The Vice President shall perform the duties and exercise the powers of the President during the absence of or disability of the President.

Section 3. Secretary. The Secretary shall attend all meetings of the members of the Board of Directors, and of the executive committees, and shall preserve in books of the corporation true minutes of the proceedings of all such meetings. He shall faithfully keep in his custody the seal of the corporation and shall have authority to affix the same to all instruments where its use is required. He shall give all notices required by statute, by-law or resolution. He shall perform such other duties as may be delegated to him by the Board of Directors of the President.

ARTICLE VI (continued)

Section 4. Treasurer. The Treasurer shall have custody of all corporate funds and securities and shall keep in books, belonging to the corporation, full and accurate account of all receipts and disbursements; he shall deposit all moneys, securities, and other valuable effects in the name of the corporation in such depositories as may be designated for that purpose by the Board of Directors. He shall disperse the funds of the corporation as may be ordered by the Board, and whenever requested by them shall render to the President and Directors at the regular meetings of the Board an account of all his transactions, as Treasurer, of the financial condition of the corporation. If required by the Board, he shall deliver to the President of the corporation and shall keep in force a bond in form, amount and with a surety or sureties satisfactory to the Board, for the faithful performance of the duties of his office, and for restoration in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and property of whatsoever kind of his possession or under his control belonging to the corporation.

ARTICLE VII

COMMITTEES

The President shall nominate, and upon confirmation by the Board of Directors, shall appoint, at its discretion as to need, one or more standing committees.

TERM OF OFFICE

Section 1. Each member of the committee shall continue as such at the pleasure of the President and the Board of Directors.

Section 2. Chairman. One member of each committee shall be appointed Chairman by the President.

ARTICLE VIII

DISSOLUTION

Section 1. In case of dissolution of this non-profit corporation, the net assets shall be distributed equally to the owner or owners of each residential site.

ARTICLE IX

X Section 1. Amendments; How Effectuated. The By-laws may be amended, altered, added to, or repealed by the affirmative vote of 2/3 of the members entitled to vote/^{at} any regular or special meeting, provided that all members have been notified in writing ten (10) days before the amendment, alteration or repeal is voted on.

ARTICLE X

Section 1. Seal. The Seal of the corporation shall be circular in form and shall contain the words "TIMBER LAKES HOME OWNERS ASSOCIATION".

TIMBER LAKES HOME OWNERS ASSOCIATION

By _____
President

ATTEST

Secretary

DECLARATION OF COVENANTS AND RESTRICTIONS OF
TIMBER LAKES ESTATES ADDITION
TO SEDGWICK COUNTY, KANSAS

✓ The undersigned, hereinafter referred to as "Declarant" being the owners of that certain real property subject to this Declaration, DOES HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DOES HEREBY DECLARE, FIX AND ESTABLISH the covenants, conditions, restrictions, liens and charges upon and subject to which all of the property subject to this Declaration, and all part of 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 sublessee; and the same and each of them shall inure to and be binding upon each and every successive successor in interest of each such 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

The property subject to this Declaration before and after referred to as "subject property" is situated in the County of Sedgwick, State of Kansas, and is particularly described as follows:

Timber Lakes Estates Addition
to Sedgwick County, Kansas.

ARTICLE II - DEFINITIONS

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

ARTICLES OF INCORPORATION AND BY-LAWS:

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

ASSOCIATION:

The Timber Lakes Home Owners 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, water and storage and equipment areas or enclosure, parks, open spaces, planted and landscaped areas, sprinkling systems, recreation areas and lakes.

RESIDENCE SITE:

Any lot or portion thereof approved by the Architectural Control Committee for the erection of a single family dwelling.

X2 → ? Some lots have been approved for two-family dwellings (maybe the wording "portion thereof" makes it OK)

ARTICLE II - DEFINITIONS (Continued)

OWNER:

Any person or persons who own a residence site in fee simple in any part of Timber Lakes Estates Addition to Sedgwick County, Kansas, and the successive successors, assigns, heirs, devisees or personal representative 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 or appurtenant thereto, including a transfer by deed or trust or mortgage and also including, but not limited to, a sale, assignment, gift, lease or sublease.

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 Declarant; 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, restrictions, rules and regulations of the Association, the By-Laws of the Association, and all of the provisions of 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.

3

part of plot was zoned for commercial use. Need to specify exception

ARTICLE V - RESTRICTIVE COVENANTS

X The subject property shall be used and occupied for residential purposes only.

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

There shall not be any external television or radio antennas erected, and no owner shall erect any structures, either permanent or temporary, upon any of the common areas. No automobile, truck, motorcycle, motorbike, boat, housetrailer, motor home, boat trailer or trailer of any kind or any other vehicle of any type or description may be stored upon any of the common areas, driveways, street areas, or residence sites except in enclosed garages.

Motor scooters, mini-trail bikes, or similar vehicles shall be operated for transportation only and no joy riding on the street or lot premises or common areas shall be allowed.

Those garage doors which are allowed to face on a street shall be kept closed at all times when not necessary for the purpose of ingress or maintenance, and shall be equipped with automatic closing devices.

X? No trailer, basement, house, tent, shack, garage, barn or other out-building erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used, second hand, or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land.

No out-building, fences or plantings shall be made or erected without the approval of the Architectural Control Committee.

X No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals.

No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the creation and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Oil drilling, oil development, operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, or in any common area to all building sites, nor shall oil wells, tanks, tunnels, minerals, excavations or shafts be permitted upon or in any of the building sites covered by these covenants, or in any area common to all building sites. Fuel oil storage tanks as a part of the heating equipment of a detached single family dwelling shall be permitted only if located underground.

ARTICLE VI - ASSOCIATION; POWERS AND DUTIES

The Timber Lakes Home Owners Association of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, 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) per cent 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) per cent 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 where-in 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 Declarant for any reason:

The Association shall own and maintain the common areas, lakes, and access easements.

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

ASSOCIATION; OPERATIONS AND EXPENSES

The Association shall establish such committees as may be provided for by its By-Laws, 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 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 By-Laws 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 two-third 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 By-Laws of the Association.

ASSOCIATION; TAXES AND ASSESSMENTS

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

ASSOCIATION; TAXES AND ASSESSMENTS (continued)

Taxes on the common areas will be paid by the Association and assessed to each Owner equally.

✓ 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. 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 each Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners.

Each new Owner shall pay an original charge of \$75.00 to the Association to be used as an operating fund for the Association.

ASSESSMENTS AND LIENS; SPECIAL ASSESSMENTS

✓
X
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 each residence site for the operation of the Association and the operation, maintenance, care and improvement of such property. In addition, the Association shall have the authority to establish and fix a special assessment (or 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 assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessment 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 non-payment 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 in the Articles of Incorporation and By-Laws 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.

ARTICLE VII (continued)

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 attorney's 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 record 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 provisions 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 attorney's 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.

ARTICLE VIII (Continued)

REPAIR AND RESTORATION; TIMING & 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 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 repair or 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 interests shall obtain, the easements and rights of way as particularly identified in this Article.

✓ EASEMENTS; RESERVATION OF RIGHT OF WAY

Declarant specifically reserves unto itself, its successors and assigns, a perpetual, non-exclusive 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 hereinafore 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, 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.

✓ ARTICLE X - OFF STREET PARKING

Each residence site upon which a dwelling is constructed shall contain a minimum of three suitably surfaced parking spaces, such parking spaces shall be off-street and shall be on the dwelling site either connected to or a part of the driveway from the street. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.

ARTICLE XI - ARCHITECTURAL CONTROL COMMITTEE

No dwelling, outbuilding, landscaping, fencing, or improvement shall be erected, placed, altered, or permitted to remain on any premises in said development until the building or other improvements, plans, specifications and any plats showing the location of such improvement on the particular building site have been submitted to and approved in writing as to the external design and as to the location of improvements with respect to topography, grade and finished ground elevation by a committee composed of John P. Reed, Harold Bauer, Jim Olander, Kenneth P. Brasted, David Brasted, and Daniel M. Carney.

Any three (3) members shall constitute a quorum with full authority to act as herein stated. Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members thereof, shall be binding upon all parties. The Architectural Control Committee shall have the power to regulate the distance between improvements on adjoining residence sites in order that no residence shall be closer than thirty (30) feet to any other residence, and also to control the minimum size of the structure to be erected on any building site. In no event shall the front width of a house extend eighty (80%) per cent of the width of the building site at the front set back line and neither shall any house be placed closer than fifteen (15) feet to any side lot line, except that the Architectural Control Committee may designate certain lots of their choosing to be subject to 12 foot set back lines rather than 15 foot set back lines.

Provided, however, that if the Architectural Control Committee does not approve or reject the designation and location within thirty (30) days as above set out, that the owner or his agent shall notify one of the Architectural Control Committee members of his intention to commence construction on the plans submitted by delivering such notice to such member at least forty-eight (48) hours before such construction is commenced.

Provided further that neither said Committee nor the Declarant shall be liable in damages to anyone so submitted plans for approval, for failure to approve the same. In event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said committee, this covenant will be deemed to have been fully complied with.

X It is further provided that no residential structure which covers less than 2,000 square feet of ground for a one-story structure, and 1,500 square feet of ground for 1½-story or two-story structures, in excess of porches and garages, shall be constructed on any building site, and further that each residence shall have at least a double garage. Provided, however, that the Architectural Control Committee shall have the right to allow a fifteen percent deviation in this regard. If construction or alteration or improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment or alteration of such improvements, or bring mandatory injunctions to require the removal thereof.

ARTICLE XII - 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 of portion of such property, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

MISCELLANEOUS; INTERPRETATIONS OF RESTRICTIONS

In interpreting and applying the provisions of this Declaration they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners of said property. It is not the intent of this Declaration to interfere with any provisions of any law relating to the use of building or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants, or other agreements, between parties; provided however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then in that case the provisions of this Declaration shall control.

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, covenant, 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.

MISCELLANEOUS; WAIVER AND ENFORCEMENT

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 said 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.

ARTICLE XII (Continued)

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 fifty (50) years from the date hereof. No modification, repeal, or amendments of this Declaration shall be effective or binding upon any party or upon any real property subject hereto or benefited hereby unless an instrument in writing shall be duly recorded and unless it be executed by the Association and by not less than two-thirds of the members.

DECLARATION OF COVENANTS AND RESTRICTIONS OF
TIMBER LAKES ESTATES ADDITION
TO SEDGWICK COUNTY, KANSAS

The undersigned, hereinafter referred to as "Declarant" being the owners of that certain real property subject to this Declaration, DOES HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DOES HEREBY DECLARE, FIX AND ESTABLISH the covenants, conditions, 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 sublessee; and the same and each of them shall inure to and be binding upon each and every successive successor in interest of each such 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

The property subject to this Declaration before and after referred to as "subject property" is situated in the County of Sedgwick, State of Kansas, and is particularly described as follows:

Timber Lakes Estates 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 may be used) shall be deemed to mean and shall be defined as hereinafter in this Article II set forth:

ARTICLES OF INCORPORATION AND BY-LAWS:

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

ASSOCIATION:

The Timber Lakes Home Owners 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, water and storage and equipment areas or enclosure, parks, open spaces, planted and landscaped areas, sprinkling systems, recreation areas and lakes.

RESIDENCE SITE:

Any lot or portion thereof approved by the Architectural Control Committee for the erection of a single family dwelling or duplex.

DECLARATION OF COVENANTS AND RESTRICTIONS OF
TIMBER LAKES ESTATES ADDITION
TO SEDGWICK COUNTY, KANSAS

The undersigned, hereinafter referred to as "Declarant" being the owners of that certain real property subject to this Declaration, DOES HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DOES HEREBY DECLARE, FIX AND ESTABLISH the covenants, conditions, 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 sublessee; and the same and each of them shall inure to and be binding upon each and every successive successor in interest of each such 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:

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RESIDENCE SITE:

Any lot or portion thereof approved by the Architectural Control Committee for the erection of a single family dwelling or duplex.

ARTICLE II - DEFINITIONS (Continued)

OWNER:

Any person or persons who own a residence site in fee simple in any part of Timber Lakes Estates Addition to Sedgwick County, Kansas, and the successive successors, assigns, heirs, devisees or personal representative 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 or appurtenant thereto, including a transfer by deed or trust or mortgage and also including, but not limited to, a sale, assignment, gift, lease or sublease.

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 Declarant, 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, restrictions, rules and regulations of the Association, the By-Laws of the Association, and all of the provisions of 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

The subject property shall be used and occupied for residential purposes only, except Lot 73, Block 1, reserved for commercial.

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

There shall not be any external television or radio antennas erected, and no owner shall erect any structures, either permanent or temporary, upon any of the common areas. No automobile, truck, motorcycle, motorbike, boat, housetrailer, motor home, boat trailer or trailer of any kind or any other vehicle of any type or description may be stored upon any of the common areas, driveways, street areas, or residence sites except in enclosed garages.

Motor scooters, mini-trail bikes, or similar vehicles shall be operated for transportation only and no joy riding on the street or lot premises or common areas shall be allowed.

Those garage doors which are allowed to face on a street shall be kept closed at all times when not necessary for the purpose of ingress or maintenance, and shall be equipped with automatic closing devices.

No trailer, basement house, tent, shack, garage, barn or other out-building erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used, second hand, or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land.

No out-building, fences or plantings shall be made or erected without the approval of the Architectural Control Committee.

No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals.

No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the creation and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Oil drilling, oil development, operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, or in any common area to all building sites, nor shall oil wells, tanks, tunnels, minerals, excavations or shafts be permitted upon or in any of the building sites covered by these covenants, or in any area common to all building sites. Fuel oil storage tanks as a part of the heating equipment of a detached single family dwelling shall be permitted only if located underground.

ARTICLE VI - ASSOCIATION; POWERS AND DUTIES

The Timber Lakes Home Owners Association of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, 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) per cent 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) per cent 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 Declarant for any reason.

The Association shall own and maintain the common areas, lakes, and access easements.

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

ASSOCIATION; OPERATIONS AND EXPENSES

The Association shall establish such committees as may be provided for by its By-Laws, 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 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 By-Laws 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 two-third 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 By-Laws of the Association.

ASSOCIATION; TAXES AND ASSESSMENTS

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

ASSOCIATION; TAXES AND ASSESSMENTS (continued)

Taxes on the common areas will be paid by the Association and assessed to each Owner equally.

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. 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 each Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners.

Each new Owner shall pay an original charge of \$75.00 to the Association to be used as an operating fund for the Association.

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 each residence site for the operation of the Association and the operation, maintenance, care and improvement of such property. 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 assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessment 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 non-payment 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 in the Articles of Incorporation and By-Laws 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.

ARTICLE VII (continued)

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 attorney's 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 record 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 provisions 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 attorney's 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.

ARTICLE VIII (Continued)

REPAIR AND RESTORATION; TIMING & 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 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 same 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 repair or 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 interests shall obtain, the easements and rights of way as particularly identified in this Article.

EASEMENTS; RESERVATION OF RIGHT OF WAY

Declarant specifically reserves unto itself, its successors and assigns, a perpetual, non-exclusive 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, 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.

ARTICLE X - OFF STREET PARKING

Each residence site upon which a dwelling is constructed shall contain a minimum of three suitably surfaced parking spaces, such parking spaces shall be off-street and shall be on the dwelling site either connected to or a part of the driveway from the street. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.

ARTICLE XI - ARCHITECTURAL CONTROL COMMITTEE

No dwelling, outbuilding, landscaping, fencing, or improvement shall be erected, placed, altered, or permitted to remain on any premise in said development until the building or other improvement, plan, specification and any plat showing the location of such improvement on the particular building site has been submitted to and approved in writing as to the external design and as to the location of improvement with respect to topography, grade and finished ground elevation by a committee composed of John P. Reed, Harold Bauer, Jim Olander, Kenneth P. Brasted, David Brasted, and Daniel M. Carney.

Any three (3) members shall constitute a quorum with full authority to act as herein stated. Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members thereof, shall be binding upon all parties. The Architectural Control Committee shall have the power to regulate the distance between improvements on adjoining residence sites in order that no residence shall be closer than thirty (30) feet to any other residence, and also to control the minimum size of the structure to be erected on any building site. In no event shall the front width of a house extend eighty (80%) per cent of the width of the building site at the front set back line and neither shall any house be placed closer than fifteen (15) feet to any side lot line, except that the Architectural Control Committee may designate certain lots of their choosing to be subject to 12 foot set back lines rather than 15 foot set back lines.

Provided, however, that if the Architectural Control Committee does not approve or reject the designation and location within thirty (30) days as above set out, that the owner or his agent shall notify one of the Architectural Control Committee members of his intention to commence construction on the plans submitted by delivering such notice to such member at least forty-eight (48) hours before such construction is commenced.

Provided further that neither said Committee nor the Declarant shall be liable in damages to anyone so submitted plans for approval, for failure to approve the same. In event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said committee, this covenant will be deemed to have been fully complied with.

It is further provided that no residential structure which covers less than 2,000 square feet of ground for a one-story structure, and 1,500 square feet of ground for 1½-story or two-store structures, in excess of porches and garages, shall be constructed on any building site, and further that each residence shall have at least a double garage. Provided, however, that the Architectural Control Committee shall have the right to allow a fifteen percent deviation in this regard. If construction or alteration or improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment or alteration of such improvements, or bring mandatory injunction to require the removal thereof.

ARTICLE XII - 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 of portion of such property, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

MISCELLANEOUS; INTERPRETATIONS OF RESTRICTIONS

In interpreting and applying the provisions of this Declaration they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners of said property. It is not the intent of this Declaration to interfere with any provisions of any law relating to the use of building or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants, or other agreements, between parties; provided however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then in that case the provisions of this Declaration shall control.

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, covenant, 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.

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 said 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.

ARTICLE XII (Continued)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 fifty (50) years from the date hereof. No modification, repeal, or amendments of this Declaration shall be effective or binding upon any party or upon any real property subject hereto or benefited hereby unless an instrument in writing shall be duly recorded and unless it be executed by the Association and by not less than two-thirds of the members.

IN WITNESS WHEREOF Declarants have caused this Declaration to be executed this 10th day of October, 1972.

David H. Brasted
David H. Brasted

Sarah T. Brasted
Sarah T. Brasted

Kenneth P. Brasted, II
Kenneth P. Brasted, II

Sherrie G. Brasted
Sherrie G. Brasted

James B. Olander
James B. Olander

Carol F. Olander
Carol F. Olander

CAR-REE INTERPRISES, INC.

By John P. Reed
John P. Reed, President

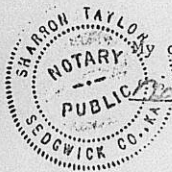
ATTEST:

Daniel M. Carney
Daniel M. Carney, Secretary

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 10th day of October, 1972, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came John P. Reed, President of CAR-REE INTERPRISES, INC., a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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



My commission expires:

Nov. 4, 1972

Sharon Taylor
NOTARY PUBLIC

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 10th day of October, 1972, before me the undersigned, a Notary Public in and for the county and state aforesaid, came David H. Brasted, Sarah T. Brasted, Kenneth P. Brasted, II, Sherrie G. Brasted, James B. Olander, Carol F. Olander, 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.

Norma Kay Reed
Notary Public

My Commission Expires:
June 2, 1974



MEMO



TO: Mr. Jim Aiken PROJECT NO. 30-71109-024
1900 E. 9th PROJECT: Springdale Sewer
Wichita, Ks. 67214 Project
ATTN: _____ DATE: January 18, 1974

COPIES TO:

Bob Lakin

FROM: W. H. Keltner

REFERENCE: EPA Memo Transmittal

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

Transmitted herewith is a copy of an inter-office memo between Larry Sheridan and Frank Mischlich at the K.C. EPA office.

As you are aware, there have been considerable delays with respect to this project. We are rather disturbed by Item 1 on this memo as it may contribute to further delays, which could jeopardize all the "planning" that has been invested in this project by your agency as well as the MAPD and our own staff.

We feel that Items 2 thru 6 can be handled by a written communication from our office without involvement by you or the MAPD. Item 1, however, appears to question the validity of the interim plant concept. We believe that a meeting between yourself, our staff, Bob Lakin, and others as you or Bob may wish to include, is in order to decide on the specific approach to present to the EPA. May we have your comments?



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

FM

SUBJECT: Facilities Plan Review - Timber Lakes/Springdale DATE: 12/19/73
 Joint Sewer District, Sedgwick County, Kansas
 6200428.
 FROM: Larry Sheridan, Sanitary Engineer *LS*
 TO: Frank Mischlich, Sanitary Engineer
 Thru: Paul Walker, Acting Head, Program Support (Water)
~~Donald C. Draper~~, Head, Environmental Planning Section

The subject plan has been reviewed for conformance with the Interim Basin Plan for the Walnut River; the Interim Area-wide Plan for Wichita, Sedgwick County; and Sections 35.917-1 and 35.917-2 of the Interim Sub-part E Grants for Construction of Treatment Works, FWPCA Amendments of 1972. Our comments follow:

1. It is now known that an application for construction grant funds will very likely be forthcoming in the near future for a collection system and treatment facility to serve Greenwich Heights, Smithmoor, Fox Meadows Country Club and Fountain Lakes, all in the Spring Creek Basin. In view of this planning approval of the subject project is withheld pending completion of an analysis to determine the feasibility of locating and constructing one treatment facility to serve Timber Lakes/Springdale and the above-mentioned developments. - *Interim Plan duplicated.*
2. The statement (page 11) "The proposed plant site improvements will eliminate approximately 21 acres of tillable land." should be revised to recognize the interim nature of the facility. Once the interim facility is phased out, the land is recoverable and would be available for many uses including open space/recreation.
3. The water quality standards applicable to the receiving stream, and consequently the quality of effluent required, should be discussed. The engineer infers (page 10) that nutrient removal will be affected by the treatment techniques presented in the report. This inference is only slightly true at best.
4. The engineer states (page 26) ^{SPRING CREEK BASIN} the benefiting area will be responsible for operation and maintenance. Discussion with the Engineers on another project in Spring Creek Basin indicated that O&M would be assumed by Sedgwick County. This matter should be resolved and also included in the analysis of locating one treatment facility to serve Timber Lakes/Springdale and Greenwich Heights/Smithmoor/Fox Meadows Country Club/Fountain Lakes.
5. The plan is not specific regarding the problem of residual waste disposal. Specific sites should be given for the landfill alternative and O&M costs assessed.

LPG 26 Eng Report

*Expire on
Lagoon*

THE TIMBER LAKES-SPRINGDALE JOINT SEWER DISTRICT
OF SEDGWICK COUNTY, KANSAS

*Newby
The Timberlake*

SUMMARY OF SEQUENCE OF EVENTS

1. Professional Engineering Consultants, P.A. (Consultant) signs agreement with Landowners for preparation of Preliminary Report and Feasibility Study for Sanitary Sewerage Facilities. November 30, 1971
2. Preliminary Report Completed by Consultant February 1972
3. Consultant and County Staff Members meet with E.P.A. in Kansas City. March 21, 1972
4. County Health Officer presents an order to the County Commissioners certifying that unsanitary conditions exist and/or are expected to exist in the project area. March 22, 1972
5. Consultant formally transmits Preliminary Report to Environmental Protection Agency (EPA) and requests Prequalification of Project. March 28, 1972
6. E.P.A. determines that project is prequalified April 6, 1972
7. County Commissioners issue formal order establishing "East Sedgwick County Main Sewer District". April 19, 1972
8. Kansas State Department of Health (K.S.D.H.) issues pre-acceptance of the project. April 28, 1972
9. Consultant submits Agreement for Professional Services to Project Attorneys for action by County Commission July 5, 1972
10. County Commissioners pass resolution order employing P.E.C. as Consultant for the County on the Project. August 9, 1972
11. County Commission issues order establishing Joint Sewer District for the Project. August 9, 1972
12. Preliminary Application for Requesting Federal Assistance for Public Works and Facility Type Projects submitted to W-SCHAPD for A-95 Review. December 4, 1972
13. Preliminary Application for Requesting Federal Assistance for Public Works and Facility Type Projects submitted to Dept. of Administration State of Kansas for A-95 Review. December 11, 1972
14. A-95 Review held by Wichita-Sedgwick County Metropolitan Area Planning Commission. December 14, 1972
15. Grant Application submitted to KSDH by Consultant (Signed by County Counselor). December 19, 1972

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|--|-------------------|
| 16. A-95 Review processed by Dept. of Administration State of Kansas (Letter forwarded to Consultant). | December 26, 1972 |
| 17. Resolution appointing the County Counselor as Authorized Representative to receive federal grant Presented to County Commission (No action taken) | January 3, 1973 |
| 18. Consultant, Director of MAPD, Director of Environmental Health and County Engineer make presentation to County Commissioners concerning history and required action for project. | January 15, 1973 |
| 19. Interim Regulation regarding Preparation of Environmental Impact Statement Published in Federal Register. | January 17, 1973 |
| 20. County Commission formally appoints Herbert Hopper as Project Attorney, and the County Counselor as the official Authorized Representative. | January 24, 1973 |
| 21. The Agreement for Professional Services with Professional Engineering Consultants, P.A. is signed by the County Commission. | January 24, 1973 |
| 22. Consultant submits "Assurance with Request to Real Property Acquisition" and "Resolution of the Board of County Commissioners naming County Counselor James G. Beasley as Authorized Representative for the project", to KSBH. | January 31, 1973 |
| 23. Construction Grant Procedures for E.P.A. wastewater projects published in Federal Register. | February 28, 1973 |
| 24. Project Plans approved by County Engineer | March 20, 1973 |
| 25. Request for additional information by City Engineer concerning (1) who will maintain and operate the treatment plant and (2) who will issue connection permits, inspect connections and provide maintenance records? | April 16, 1973 |
| 26. Initial Review of Project Plans and Specifications completed by KSDH (letter sent requesting more information). | May 16, 1973 |
| 27. Initial Review of Application for Federal Grant completed by EPA. Letter sent requesting more information and informing Consultant that a Public Hearing and Chlorination treatment is required. | June 13, 1973 |
| 28. City of Wichita approves flexible sewer pipe for the project as an alternate to V.C.P. | June 19, 1973 |
| 29. County Commissioners pass Resolution appointing G. C. McLure, Jr. and Jack N. Turner as authorized representatives for the project. | July 11, 1973 |

30. Consultant forwards request for waiver of Public Hearing to KSDH along with supporting documents.
31. Public Hearing waiver request rejected by E.P.A.
32. Consultant forwards request for authorization to proceed with Public Hearing as extra work to County Counselor.
33. Consultant submits design plans for chlorination treatment to EPA through KSDH.
34. Consultant meets with County Counselor to discuss Public Hearing and other matters.

July 31, 1973

August 22, 1973

September 13, 1973

November 16, 1973

November 21, 1973

LEGAL NOTICE
EPA Project No. C200428
Sedgwick County, Kansas

Residents of Sedgwick County or interested persons are hereby notified of a Public Hearing to consider the economic, social, and environmental effects of proposed sewerage improvements for Timber Lakes Estates and Springdale Country Club Estates. The hearing will be held on Wednesday, January 9, 1974, at 1:30 P.M. at the Sedgwick County Commission meeting room, third floor, Sedgwick County Courthouse, Wichita, Kansas.

The proposed improvements are located in Section 25, Township 27 South, Range 2 East. Improvements include construction of approximately 16,300 lineal feet of 8-inch lateral sewers, 5,300 lineal feet of 12-inch interceptor sewers, 2,350 lineal feet of 18-inch interceptor sewers, a sewage pumping facility, a three-cell waste stabilization treatment facility, a chlorination facility, and an outfall sewer.

Maps, drawings, environmental assessment, and other pertinent information will be available for public inspection and copy prior to the hearing at the offices of Professional Engineering Consultants, P. A., 1440 East English, Wichita, Kansas, or the County Commission meeting room, 3rd floor, County Courthouse, Wichita, Kansas.

Written statements and other exhibits may be submitted at the hearing in place of, or in addition to, oral statements and will be made a matter of record. In addition, such material may be presented after the hearing to Mr. G. C. McLure, Jr., P. E., Sedgwick County Engineer, 1015 Stillwell, Wichita, Kansas 67213. Such material should be received, or if mailed must be postmarked, within 12 days after the hearing.

Authorized Sedgwick County Representatives

G. C. McLure, Jr., P. E.
County Engineer

Jack Turner
County Counselor

ENVIRONMENTAL ASSESSMENT
FOR
PROPOSED SEWERAGE IMPROVEMENTS
IN
TIMBER LAKES ESTATES
AND
SPRINGDALE COUNTRY CLUB ESTATES

PREPARED FOR
THE ENVIRONMENTAL PROTECTION AGENCY
IN CONJUNCTION WITH
THE KANSAS STATE BOARD OF HEALTH

PREPARED BY
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
1440 E. ENGLISH
WICHITA, KANSAS 67211

DECEMBER, 1973

On August 9, 1972, the residents and owners of Springdale Country Club Estates and Timber Lakes Estates petitioned the Sedgwick County Board of Commissioners to form the Timber Lakes-Springdale Joint Sewer District as a Sub-District of the Eastern Sedgwick County Main Sewer District. Authorization was then given to Professional Engineering Consultants, P.A. to provide engineering documents for the construction of a Sewage Treatment Facility, an interceptor sewer, and a central collection system. The location of this County Joint Sewer District is generally bounded on the north by U.S. 54 (East Kellogg), west by 143rd Street East, south by Harry Street, and East by the Sedgwick-Butler County line (See Attached Map). The following information is an environmental assessment for the construction of those sewerage improvements to service the Timber Lakes-Springdale Joint Sewer District. This assessment, in accordance with the Environmental Protection Agency's guidelines, attempts to objectively identify, develop, and analyze the pertinent environmental issues in such a style that comprehension of the information does not require extensive scientific or technical expertise.

PROBABLE IMPACT OF THE PROJECT ON ENVIRONMENT

The construction of a collection system and treatment facility to service Springdale Country Club Estates and Timber Lakes Estates, will provide the benefiting residents assurance that septic tank malfunctioning will not create unhealthful conditions, pollute their lakes and ponds, require lateral fields to be replaced, or tanks to be pumped. As a result of the construction, the environment will be upgraded. This is accomplished by collecting wastewater from residences and transporting it to a central treatment facility. This in effect removes nutrients which may have been discharged from individual systems into neighboring waterways. These nutrients,

when discharged into natural waterways, can stimulate algal growth reducing the clarity of any lake or stream. The waterway which passes through the Timber Lakes-Springdale area is the Spring Creek Branch of the Four Mile Creek, which is a clear stream with recreational sport fishing potential downstream.

The central collection system has been designed to provide sewer service to each residential lot and to transport the wastewater collected to a treatment plant located three-fourths ($3/4$) miles east of 143rd Street East and north of Harry Street (See Attached Map). This proposed plant site is east of Spring Creek and is naturally hidden from the west bank by wooded growth along the creek. The proposed project also incorporates a variety of landscaping at the plant site and should provide a pleasing visual effect from the south and west sides. In the future, the treatment facility can be screened from the north and east by planting additional trees and shrubbery if development of those adjacent lands is desired. This provision of a buffer zone should help to alleviate economic depreciation of land values for the adjacent property owners.

The wastewater which arrives at the treatment facility generally contains pathogenic bacteria and other disease-producing organisms; substances which may contaminate sources of food and water; and sensory nuisances which are offensive to the eye and to the nose. In general, any untreated wastewater is a nuisance to public health. Thus, the construction of the proposed project should provide proper treatment of wastewater and should protect the public health, avoid nuisance, and prevent pollution of natural waters, thus eliminating any adverse effects.

The tangible and intangible environmental improvements achieved through wastewater collection and treatment are the protection of natural recreational facilities,

the conservation of natural resources, the prevention of stream pollution, the maintenance and restoration of natural conditions, the winning of public approval, the enhancement of property values, and the exercise of common decency.

It should also be pointed out that because people cannot be excluded from the environment, one definite impact that the proposed facilities will have on this area will be the acceleration of growth due to the availability of an increased number of desirable home sites.

PROBABLE ADVERSE ENVIRONMENTAL EFFECTS WHICH CANNOT BE AVOIDED

The proposed plant site improvements will eliminate approximately ten acres of tillable land. However, much of this land is currently subject to flooding and consequently is used primarily as pasture. The treatment plant effluent will be discharged into the Spring Creek Branch of the Four Mile Creek, thus creating an increase in flow. This may not be an adverse environmental effect.

The natural landscape of the area will be slightly affected during construction due to trenching operations and excavation at the treatment plant site. Although displacement of vegetal and wooded growth will be minimal during these construction operations, some displacement is certain to occur around and near trenching operations and excavation areas. Trenching and excavation will also cause limited damage to underground geologic formations.

ALTERNATIVES CONSIDERED WITH THE EVALUATION OF EACH

Alternates considered in lieu of the proposed waste stabilization ponds were the following:

1. A Trickling Filter system with primary and secondary settling chambers. This type of facility requires a skilled operator to provide a continuous high quality effluent. The costs for such a facility are prohibitive in light of the Wichita-Sedgwick County Comprehensive Plan which projects a larger interceptor for this area in the next 10 to 20 years. Another problem associated with this type of facility being located near future residences is sludge drying and removal. This could cause objectionable odors, and visual nuisance which would require a considerable increase in landscaping and screening or appropriate enclosure of the sludge drying facilities.
2. Another alternative system considered was a packaged aeration plant. This aerobic type process would require considerable electrical power for motor and blower operations and periodic removal of wet or dry sludge. Except for operation costs, amount of required daily maintenance, and the need for a highly skilled operator, the costs of this system compares favorably with the costs of the waste stabilization ponds.

RELATIONSHIP BETWEEN LOCAL SHORT-TERM USE OF ENVIRONMENT AND MAINTENANCE OF LONG-TERM PRODUCTIVITY

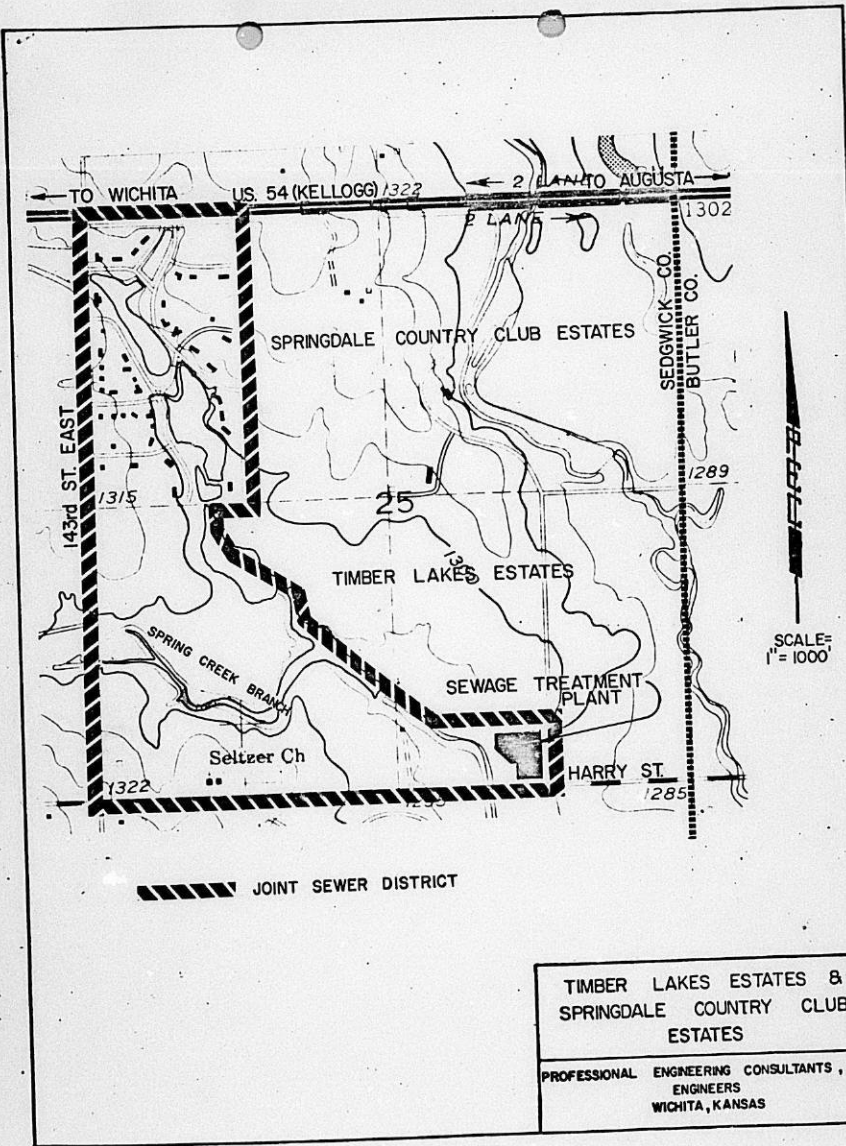
The proposed site and adjacent land to the north is presently used as pasture. That land to the north should continue to be used in this manner in the near future. The land to the west is projected for housing. In the long-term, a larger interceptor as projected in the Comprehensive Sewer Plan will intercept the proposed treatment plant and terminate the need for the plant site. At the time of interception, the waste stabilization plant can be eradicated and the land reclaimed for recreational, or other uses as provided for by the appropriate governing body.

ANY IRREVERSIBLE AND IRRETRIEVABLE COMMITMENT OF RESOURCES

The irretrievable loss of resources as a result of the proposed project will be loss of fossil fuels expended for construction of the facility, loss of man hours of labor, loss of capital funds, and loss of electrical power when the proposed pumping facility is in operation.

PUBLIC OBJECTIONS TO THE PROJECT, IF ANY, AND THEIR RESOLUTIONS

To date, no public objections or resolutions have been submitted relative to construction of the proposed improvements.



THE TIMBER LAKES-SPRINGDALE JOINT SEWER DISTRICT
OF SEDGWICK COUNTY, KANSAS

ESTIMATE OF COSTS
AS SUBMITTED WITH EPA "APPLICATION FOR FEDERAL ASSISTANCE", FORM 5700-12
December 19, 1972

Item	Sedgwick County Assessment	EPA Grant Request	Total
Treatment Plant	\$ 22,875	\$ 68,625	\$ 91,500
Interceptors	67,500	202,500	270,000
Treatment Plant Right-of-Way	24,000	0	24,000
Springdale Collection System	49,450	148,350	197,800
Timber Lakes Collection System	192,000	0	192,000
Contingency	12,500	37,500	50,000
TOTAL	\$368,325	\$456,975	\$825,300

THE TIMBER LAKES-SPRINGDALE JOINT SEWER DISTRICT
OF SEDGWICK COUNTY, KANSAS

APPROXIMATE PROJECT COSTS FOR EACH LOT
BASED ON EPA APPLICATION AMOUNT OF \$825,300

SPRINGDALE

	①	②	③	
Treatment Plant	40%	x 91,500	x 25%	= \$ 9,150
Collection System	100%	x 197,800	x 25%	= 49,450
Interceptor	40%	x 270,000	x 25%	= 27,000
Right-of-Way for STP	40%	x 24,000	x 100%	= 9,600
Contingency	40%	x 50,000	x 25%	= <u>5,000</u>
				\$100,200

Total Number of Lots = 74 $\frac{100,200}{74} = \$1,354$ per Lot

TIMBER LAKES

Treatment Plant	60%	x 91,500	x 25%	= \$ 13,725
Collection System	100%	x 192,000	x 100%	= 192,000
Interceptor	60%	x 270,000	x 25%	= 40,500
Right-of-Way for STP	60%	x 24,000	x 100%	= 14,400
Contingency	60%	x 50,000	x 25%	= <u>7,500</u>
				\$269,125

Total Number of Lots = 74 $\frac{268,125}{113} = \$2,373$ per Lot

TOTAL = \$368,325

- ①. Approximate Proportionate Share of Total Project
- ②. Estimated Cost as submitted with EPA Application
- ③. Percentage to be funded by Sedgwick County Assessment

NOTE: The above cost breakdown are "Average" costs based on equal sized lots. Actual costs for each specific lot will be prepared after a construction contract is bid and accepted. Final costs will be based on a square footage basis.

THE TIMBER LAKES -SPRINGDALE JOINT SEWER DISTRICT
OF SEDGWICK COUNTY, KANSAS

ESTIMATE OF COSTS
AS PREPARED AT TIME PRELIMINARY PLANS WERE SUBMITTED, FEBRUARY 9, 1973

Collection System	\$423,000
Treatment Plant	81,000
<hr/>	
Construction Contract Total	\$504,000
Land Costs	24,000
Technical, Legal	11,000
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Total For Items Included in Estimate of Costs as Submitted in with EPA Application.	\$639,000

Additional Items That Are Required, Or May Be Required,
But Are Not Included in Above Total.

Chlorination Treatment	\$ 40,000
Water Service to Treatment Plant	1,000
Maintenance Manual	<u>2,500</u>
TOTAL ESTIMATED COSTS	\$682,500

NOTE: An updated cost estimate will be prepared and submitted at the time
Final Plans and Specifications are advertised for bids.

THE TIMBER LAKES-SPRINGDALE JOINT SEWER DISTRICT
OF SEDGWICK COUNTY, KANSAS

APPROXIMATE PROJECT COSTS FOR EACH LOT
BASED ON PRELIMINARY COST ESTIMATE OF \$682,500

SPRINGDALE

	①.	②.	③.	
Treatment Plant	40%	x 91,500	x 25%	= \$ 9,150
Collection System	100%	x 153,000	x 25%	= 38,250
Interceptor	40%	x 190,500	x 25%	= 19,050
Right-of-Way for STP	40%	x 24,000	x 100%	= 9,600
Additional Items	40%	x 43,500	x 25%	= <u>4,350</u>
				\$ 80,400

Total Number of Lots = 74

$$\frac{80,400}{74} = \$1,086 \text{ per Lot}$$

TIMBER LAKES

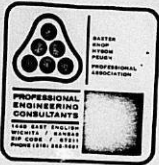
Treatment Plant	60%	x 91,500	x 25%	= \$ 13,725
Collection System	100%	x 180,000	x 100%	= 180,000
Interceptor	60%	x 190,500	x 25%	= 28,575
Right-of-Way for STP	60%	x 24,000	x 100%	= 14,400
Additional Items	60%	x 43,500	x 25%	= <u>6,525</u>
				\$243,225

Total Number of Lots = 74

$$\frac{243,225}{113} = \$2,152 \text{ per Lot}$$

- ①. Approximate Proportionate Share of Total Project
- ②. Estimated Cost as submitted with Preliminary Plans.
- ③. Percentage to be funded by Sedgwick County Assessment

NOTE: The above cost breakdown are "Average" costs based on equal sized lots. Actual costs for each specific lot will be prepared after a construction contract is bid and accepted. Final costs will be based on a square footage basis.



MEMO

TO: Mr. James Aiken, P. E.
Director of Environmental Health
Wichita-Sedgwick County Health Dept.
1900 East 9th Street
Wichita, Kansas 67214

PROJECT NO. 30-73025-000

PROJECT: Spring Creek Sewers

COPIES TO:

ATTN:

DATE: January 3, 1974

Robert Lakin, MAPD Tom Scott
Herman Janzen, P.E., KSHD
Victor Hecht Elmer Peters
Jim Brand George McCarthy
Ron Smith John Callahan
Jack Turner Grey Dresie
G. C. McLure, Jr., P.E.
Earl Rush

FROM: W. H. Keltner

REFERENCE: General Information

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

Transmitted herewith is a copy of the letter our firm sent to the EPA in response to a telephone request for additional information. We are forwarding you this copy to keep you advised of what is happening in regard to the subject project.

MS
WORK
FILE

December 21, 1973

Environmental Protection Agency
1735 Baltimore, Room 249
Kansas City, Missouri 64108

Attention: Mr. Paul Walker, P.E.
Chief of Program Support

THROUGH

Environmental Health Services
State Department of Health
State Office Building
Topeka, Kansas 66612

Attention: Mr. Melville W. Gray, P.E.
Director

Re: Spring Creek Sewer District
Four-Mile Creek Basin
PEC File 30-73025-000

Gentlemen:

The following data is submitted in response to a telephone request on December 18, 1973 by Frank Mischlich of the Environmental Protection Agency (EPA) for additional information concerning the prequalification of the Spring Creek Sewerage Project in Sedgwick County, Kansas. This additional information shall supplement our letter of December 3, 1973 requesting a prequalification of the referenced project's basic concept.

The concept of "Regionalization" for the Four-Mile Creek Drainage Area has been outlined in the Wichita-Sedgwick County Comprehensive Plan (Sewer Element). Basically this plan projected as an immediate need (short range) the construction of interim wastewater treatment facilities for smaller communities lying within the Four-Mile Creek basin. The long range plan provided for the future interception of these interim facilities with all wastewater to receive treatment at a permanent Basin-Wide Treatment Facility located on the Butler County side of the Four-Mile Creek Drainage Area.

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In accordance with the Comprehensive Plan, the Timber Lakes-Springdale Joint Sewer District has located their treatment facility so that it may be easily intercepted in the future. Other facilities proposed to be constructed in this basin are also being considered with this concept as a major requirement.

In regard to the Spring Creek Sewerage Project, the Comprehensive Plan had recommended the immediate construction of two interim treatment facilities located about 3/4 mile west of the site as proposed in the Preliminary Spring Creek Report. Since adoption of the Comprehensive Plan, additional development has occurred in the Spring Creek Basin. This increased development has created difficulties in locating a treatment facility which is both in accordance with Kansas State Board of Health criteria governing treatment plant locations and the proposals in the Comprehensive Plan.

At the time our initial investigation was undertaken in the Spring Creek Basin we were contacted by the Fountain Lakes Development in regard to sewerage service for their area. After some consideration it was determined that by locating an interim treatment facility closer to the Fountain Lakes development a site could be located that would service the Spring Creek Basin, and could still comply with what we consider to be the basic concept of the Comprehensive Plan. However, the proposed site location would possibly require a waiver of the KSDH requirement specifying 1000 feet from an existing residence.

The proposed sewer site is shown on the maps which were a part of the Preliminary Spring Creek Sewer Report, transmitted to your office on November 2, 1973 and is approximately 1.75 miles west of the Timber Lakes-Springdale interim treatment facility. Because of the close proximity of these two facilities, additional investigation was undertaken to determine the feasibility of extending the interceptor sewer line to the Timber Lakes-Springdale treatment plant, thus eliminating the need for the Spring Creek plant. It was estimated that modification of the Timber Lakes-Springdale treatment plant (by increasing the pump capacity, standby power, piping, and land area and altering the treatment concept), and constructing the additional 1.75 miles of 42" and 48" pipe would result in a project cost increase of nearly \$1,000,000. It was our opinion that the existing tax base in this basin could not and would not support such an expenditure.

In addition to the economic considerations as noted above other factors were also of significance. Of major concern was the definite possibility that by modifying the Timber Lakes-Springdale interim treatment plant to accommodate the Spring Creek Basin, it would develop into a semi-regional facility of more permanent standing. While some Spring Creek residents would no doubt consider the Timber Lakes site as an appropriate location for the regional plant itself there are, however, two major technical considerations which appear to make the feasibility of this concept questionable. First a major facility at the Timber Lakes site is not properly located to efficiently service the upper reaches of the Four-Mile Creek Basin; and second, the land area required for such expansion is probably not available. Also the development of a more sophisticated facility at the Timber Lakes location could very well foster the concept of two or more

-continued-

Environmental Protection Agency
December 21, 1973
Page 3

permanent "regional" facilities by citizens who might resist being included in the benefit district for an additional BI-county plant as presented in the Comprehensive Plan.

In regard to the projected length of service for the Spring Creek treatment facility, we are currently basing our estimates of the area growth on the Comprehensive Plan which projected a population of 23,000 within the Four-Mile Creek Basin by Year 2000. The planned Timber Lakes-Springdale plant can be expanded to handle approximately 5000 people and the proposed Spring Creek plant could be designed for future expansion to provide for a population of about 16,000. The total of these two plants would then accommodate some 21,000 people. Assuming development proceeds at a reasonably uniform rate, the two plants should have sufficient expansion capabilities until the mid 1990's.

The 21 inch and 18 inch Interceptor lines which are proposed to be extended from Greenwich Road to the west, could provide sewer service for existing residences located west of the proposed Smithmoor development. We have also recently received information that the Developers of an area near Webb Road and Harry Street are planning to petition the County for sewage service.

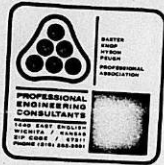
We hope the above information will serve to assist you in determining the prequalification of the Spring Sewer Project. As noted during the telephone conversation with Mr. Mischlich, a more formal and detailed addendum to the Preliminary Report covering these and other points raised at our November 16th meeting, will be prepared during the initial design study should this project be continued.

Should additional information be required, please advise.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Carl O. Knop, P.E.
President



MEMO

TO: File PROJECT NO. 30-71109-024
PROJECT: Springdale -
Timber Lakes Sewers
DATE: November 29, 1973

COPIES TO:

ATTN:

Persons named below and

Jerry Johnston

FROM: W. H. Keltner

REFERENCE: Public Meeting for Springdale
Residents

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

Jerry Johnston, President of the Springdale Improvement District, has confirmed a meeting for 8:00 P.M., Tuesday, December 4, 1973, at Seltzer School, to discuss the Springdale-Timber Lakes sanitary sewer project with all homeowners in the Springdale area. This meeting has been called to inform the Springdale residents of the current status of the project and to answer any questions they may have.

The following persons have been invited to attend in order to answer questions:

Professional Engineering Consultants, P. A.
Jack Turner, County Counselor
Herb Hopper, Attorney
G. C. McLure, Jr., P. E., County Engineer
James Aiken, P. E., Director of Environmental Health
Bob Lakin, Director of MAPD



MEMO



TO: Mr. Jack Turner
County Counselor
Sedgwick County Courthouse
525 North Main
Wichita, Kansas 67203

PROJECT NO. 30-71109-024

PROJECT: Springdale-Timber
Lakes Sewer System

DATE: November 30, 1973

COPIES TO:

Robert Lakin

James Aiken, P. E.

G. C. McLure, Jr., P. E.

FROM: W. H. Keltner

REFERENCE: Re: Summary of Correspondence File

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

Transmitted herewith is a summary of the sequence of events that have taken place on the above noted project. This is being forwarded for informational purposes only. We will update this list for you from time to time. If it would be helpful for you to have copies of any of the data noted, please advise.



SPRINGDALE - TIMBER LAKES SANITARY SEWER FACILITIES
FOUR MILE CREEK AREA
SEDGWICK COUNTY, KANSAS

SUMMARY OF SEQUENCE OF EVENTS

1. Professional Engineering Consultants, P.A. (Consultant) signs agreement with Landowners for preparation of Preliminary Report and Feasibility Study for Sanitary Sewerage Facilities. November 30, 1971
2. Preliminary Report Completed by Consultant February 1972
3. Consultant and County Staff Members meet with E.P.A. in Kansas City. March 21, 1972
4. County Health Officer presents an order to the County Commissioners certifying that unsanitary conditions exist and/or are expected to exist in the project area. March 22, 1972
5. Consultant formally transmits Preliminary Report to Environmental Protection Agency (EPA) and requests Prequalification of Project. March 28, 1972
6. E.P.A. determines that project is prequalified April 6, 1972
7. County Commissioners issue formal order establishing "East Sedgwick County Main Sewer District". April 19, 1972
8. Kansas State Department of Health (K.S.D.H.) issues pre-acceptance of the project. April 28, 1972
9. Consultant submits Agreement for Professional Services to Project Attorneys for action by County Commission July 5, 1972
10. County Commissioners pass resolution order employing P.E.C. as Consultant for the County on the Project. August 9, 1972
11. County Commission issues order establishing Joint Sewer District for the Project. August 9, 1972
12. Preliminary Application for Requesting Federal Assistance for Public Works and Facility Type Projects submitted to W-SCHAPD for A-95 Review. December 4, 1972
13. Preliminary Application for Requesting Federal Assistance for Public Works and Facility Type Projects submitted to Dept. of Administration State of Kansas for A-95 Review. December 11, 1972
14. A-95 Review held by Wichita-Sedgwick County Metropolitan Area Planning Commission. December 14, 1972
15. Grant Application submitted to KSDH by Consultant (Signed by County Counselor). December 19, 1972

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|--|-------------------|
| 16. A-95 Review processed by Dept. of Administration State of Kansas (Letter forwarded to Consultant). | December 26, 1972 |
| 17. Resolution appointing the County Counselor as Authorized Representative to receive federal grant Presented to County Commission (No action taken) | January 3, 1973 |
| 18. Consultant, Director of MAPD, Director of Environmental Health and County Engineer make presentation to County Commissioners concerning history and required action for project. | January 15, 1973 |
| 19. Interim Regulation regarding Preparation of Environmental Impact Statement Published in Federal Register. | January 17, 1973 |
| 20. County Commission formally appoints Herbert Hopper as Project Attorney, and the County Counselor as the official Authorized Representative. | January 24, 1973 |
| 21. The Agreement for Professional Services with Professional Engineering Consultants, P.A. is signed by the County Commission. | January 24, 1973 |
| 22. Consultant submits "Assurance with Request to Real Property Acquisition" and "Resolution of the Board of County Commissioners naming County Counselor James G. Beasley as Authorized Representative for the project", to KSBH. | January 31, 1973 |
| 23. Construction Grant Procedures for E.P.A. wastewater projects published in Federal Register. | February 28, 1973 |
| 24. Project Plans approved by County Engineer | March 20, 1973 |
| 25. Request for additional information by City Engineer concerning (1) who will maintain and operate the treatment plant and (2) who will issue connection permits, inspect connections and provide maintenance records? | April 16, 1973 |
| 26. Initial Review of Project Plans and Specifications completed by KSDH (letter sent requesting more information). | May 16, 1973 |
| 27. Initial Review of Application for Federal Grant completed by EPA. Letter sent requesting more information and informing Consultant that a Public Hearing and Chlorination treatment is required. | June 13, 1973 |
| 28. City of Wichita approves flexible sewer pipe for the project as an alternate to V.C.P. | June 19, 1973 |
| 29. County Commissioners pass Resolution appointing G. C. McLure, Jr. and Jack N. Turner as authorized representatives for the project. | July 11, 1973 |

30. Consultant forwards request for waiver of Public Hearing to KSDH along with supporting documents. July 31, 1973
31. Public Hearing waiver request rejected by E.P.A. August 22, 1973
32. Consultant forwards request for authorization to proceed with Public Hearing as extra work to County Counselor. September 13, 1973
33. Consultant submits design plans for chlorination treatment to EPA through KSDH. November 16, 1973
34. Consultant meets with County Counselor to discuss Public Hearing and other matters. November 21, 1973

SPRINGDALE - TIMBER LAKES SANITARY SEWER FACILITIES
FOUR MILE CREEK AREA
SEDGWICK COUNTY, KANSAS

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August 22, 1973

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September 13, 1973

33. Consultant submits design plans for chlorination treatment to EPA through KSDH.

November 16, 1973

34. Consultant meets with County Counselor to discuss Public Hearing and other matters.

November 21, 1973

Hearing w/ Springdale Residents to answer questions - Status, cost

Dec 4, 1973

TABLE VI
 ALTERNATE 2 (55% Federal Funding)

SUMMARY OF ESTIMATED COSTS FOR
 SEWAGE COLLECTION AND TREATMENT FACILITIES

	Springdale Country Club Estates	Timber Lakes Estates	Total Project Costs
Mains and Laterals	83,510	94,000	177,510
25% *	20,878	23,500	44,378
Total	104,388	117,500	221,888
Interceptors +	31,970	109,095	141,065
25% * +	7,993	27,274	35,267
Total	39,963	136,369	176,332
Collection System Total	144,351	253,869	398,220
Lagoon System +	24,499	36,901	61,400
25% * +	6,125	9,225	15,350
Land Costs 10 acre @ 1,600	6,384	9,616	16,000
Lagoon System Total	37,008	55,742	92,750
Total Cost	181,359	309,611	490,970
Amount Available for Federal Funds	70,587	182,495	253,082
Less 55%	38,823	100,372	139,195
Total Cost less 55%	142,536	209,239	351,775
Number of Lots	74	113	187
Avg. Cost/Lot	1,926	1,851	1,881
Avg. Cost/Lot/Month @ 6% over 10 yr.	22	21	21
over 20 yr.	14	13	14

SPRINGDALE - TIMBER LAKES
COST ESTIMATE COMPARISONS

	Preliminary Report Est. Feb. 1972	EPA Applic. Est. Dec. 1972
Collection System	\$319,000	\$577,000
<u>Treatment Plant</u>	<u>77,000</u>	<u>81,000</u>
Construction Contract Total	\$396,000	\$658,000
Land Costs	16,000	24,000
<u>Technical, Legal</u>	<u>79,000</u>	<u>143,000</u>
Total Estimated Costs	\$491,000	\$825,000

Cost Differences

1. Inflation	
Collection System	
18%	58,000
Treatment Plant	
14%	12,000
2. Pipe Encasement	80,000
3. Double Wall Manhole	24,000
4. Dewatering	31,000
5. Rock	35,000
6. Additional Technical & Legal	44,000
7. Contingency	<u>50,000</u>
Total Cost Increase	\$334,000
 TOTAL PROJECT COST	 \$825,000

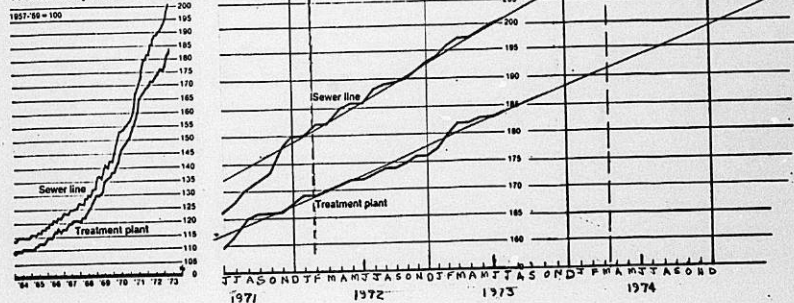
FUNDING BREAKDOWN

TIMBER LAKES - SPRINGDALE JOINT SEWER DISTRICT

Item	Sedgwick County Assessment	EPA Grant Request	Total
Treatment Plant	\$ 22,875	\$ 68,625	\$ 91,500
Interceptors	67,500	202,500	270,000
Treatment Plant Right-of-Way	24,000	0	24,000
Springdale Collection System	49,450	148,350	197,800
Timber Lakes Collection System	192,000	0	192,000
Contingency	12,500	37,500	50,000
TOTAL	\$368,325	\$456,975	\$825,300

Figures shown are based on data submitted with EPA "Application For Federal Assistance", form 5700-12

Treatment plant cost rise accelerates



**SEWERAGE CONSTRUCTION COST INDEXES
3RD QUARTERLY REPORT**

Engineering News Record - September 20, 1973

FUNDING BREAKDOWN FOR EPA
 TIMBER LAKES - SPRINGDALE JOINT SEWER DISTRICT
 FUNDING BREAKDOWN PER LOT BASIS

SPRINGDALE

Treatment Plant	40% x 91,500 x 25%	=	\$ 9,150
Collection System	197,800 x 25%	=	49,450
Interceptors	40% x 270,000 x 25%	=	27,000
Right-of-Way for STP	40% x 24,000	=	9,600
Contingency	40% x 50,000 x 25%	=	5,000
			\$100,200

Total Number of Lots = 74 $\frac{100,200}{74} = \$1,354$ per Lot

TIMBER LAKES

Treatment Plant	60% x 91,500 x 25%	=	\$ 13,725
Collection System		=	192,000
Interceptors	60% x 270,000 x 25%	=	40,500
Right-of-Way for STP	60% x 24,000	=	14,400
Contingency	60% x 50,000 x 25%	=	7,500
			\$268,125

Total Number of Lots = 113 $\frac{268,125}{113} = \$2,373$ per Lot

BASED ON EPA Application of \$1825M

SPRINGDALE - TIMBER LAKES
COST ESTIMATE COMPARISONS

Collection System	\$423,000
<u>Treatment Plant</u>	<u>81,000</u>
Construction Contract Total	\$504,000
Land Costs	24,000
Technical, Legal	111,000
<u>Total Estimated Costs</u>	<u>\$639,000</u>
Additional Items Not Included in Above Estimate	
Chlorination Treatment	\$ 40,000
Water Well	1,000
Maintenance Manual	<u>2,500</u>
TOTAL CURRENT COST ESTIMATE	\$682,500

= 7% Eng
= 5% Legal + 7%
22% of Construction
7.2
Eng = 7%
Legal = 4%
5
122

Dec 72
-OR-
JAN 73
-1973

640
18
512
640
115

187 / 682,500 = 3757
201,500
7415
1309
10604
935
1350

Overhead 2.25 of Direct

TIMBER LAKES - SPRINGDALE JOINT SEWER DISTRICT
FUNDING BREAKDOWN PER LOT BASIS

SPRINGDALE

Treatment Plant	40% x 91,500 x 25%	=	\$ 9,150
Collection System	153,000 x 25%	=	38,250
Interceptor	40% x 190,500 x 25%	=	19,050
Right-of-Way for STP	40% x 24,000	=	9,600
Additional Items	40% x 43,500 x 25%	=	4,350
			\$ 80,400

Total Number of Lots = 74 $\frac{80,400}{74}$ = \$1,086 per Lot

TIMBER LAKES

Treatment Plant	60% x 91,500 x 25%	=	\$ 13,725
Collection System		=	180,000
Interceptor	60% x 190,500 x 25%	=	28,575
Right-of-Way for STP	60% x 24,000	=	14,400
Additional Items	60% x 43,500 x 25%	=	6,525
			\$243,225

Total Number of Lots = 113 $\frac{243,225}{113}$ = \$2,152 per Lot

DIRECTORS

L. K. BAXTER, JR. P.E.
C. O. KNOP, P.E.
E. E. WYSON, P.E.
R. B. PEUGH, P.E.
C. J. FREUND, P.E.
W. H. KESTNER, P.E.
R. D. FLETCHER, P.E.
F. D. MIDDLETON, JR. P.E.

July 31, 1973

Kansas State Department of Health
Division of Environmental Health
535 Topeka Avenue
Topeka, Kansas 66003

Attn: Mr. Melville W. Gray
Chief Engineer and Director

Re: Timber Lakes-Springdale Joint Sewer District
Sedgwick County, Kansas
Project No. C200428
PEC File No. 30-71109-210

Gentlemen:

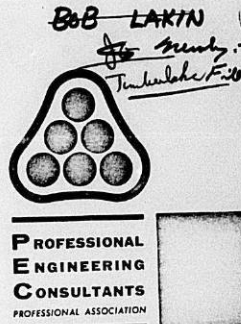
Reference is made to the letter dated June 13, 1973, to you from the Environmental Protection Agency regarding information required to permit final review of the above noted project. The data presented below represents the information we have available at this time concerning the questions raised. The answers are numbered to correspond with the questions in the June 13th letter.

1. The estimated construction time for completion is 300 working days after the notice to proceed.
2. The applicant will comply with all applicable Federal statutory and regulatory requirements.
3. The applicant will be able to obtain a discharge permit under the National Pollutant Discharge Elimination System.
4. The Contract will be awarded on a unit price basis after competitive bidding. The General Contract will be handled in conformance with Article 2 "AWARD, EXECUTION OF DOCUMENTS, DELIVERY OF BONDS, ETC." as described in the Standard General Conditions of the Construction Contract (NSPE copyright 1967) of the Specifications. A copy is enclosed and marked as Attachment No. 1.
5. Payments will be requested at the following intervals:

a. 1 month after Award of Grant	\$ 50,000
b. 2 months after Award of Contract	\$ 40,000
c. 4 months after Award of Contract	\$ 80,000
d. 6 months after Award of Contract	\$100,000
e. 8 months after Award of Contract	\$ 50,000
f. 10 months after Award of Contract	\$ 80,000
g. Completion after Award of Contract	\$ 80,000

(continued)

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



6. Enclosed are fourteen documents marked as Attachments No. 2 through 15. These pertain to the various meetings, hearings and announcements that were provided for the subject project.

At this time we cannot include a certification that these hearings were held in strict accordance with 40 CFR 6.58, as it is being interpreted to us by the E.P.A. staff in Kansas City. The formulation of districts and discussion of the specific design improvements and their effects on the environment were held in 1971 and early 1972. The interim regulations for preparation of Environmental Impact Statements were published in January of 1973. Although we may not have complied with the letter of the regulations as supplied to us "after the fact", the following will explain what was done, how it was accomplished, supply you with the supporting documents, and then request information as to how a waiver of hearing on a grant application can be obtained.

The first draft of the engineering study titled "Preliminary Engineering Report of Sanitary Sewerage System and Treatment Facilities for Springdale Country Club Estates and Timber Lakes Estates in Four-Mile Creek Drainage Area, Sedgwick County, Kansas", was completed in late December of 1971. The final report was dated and presented in February, 1972. On March 22, 1972, the County Health Officer presented an order to the County Commissioners certifying that unsanitary conditions exist and/or are expected to occur with development within the project area, and requested that a public hearing be held to discuss the formation of a main sewer district. This was approved by the Board of County Commissioners. A copy of the minutes of the March 22, 1972 Board of County Commissioners meeting and a copy of the order are enclosed as Attachment No. 2 and 3.

On March 29, 1972, and April 5, 1972, notice of the hearing described immediately above was published in the morning issue of the Wichita Eagle. A copy of the Affidavit of Publication is enclosed as Attachment No. 4.

On April 19, 1972, the Board of County Commissioners held their regular meeting and considered the Eastern Sedgwick County Main Sewer District. Although not specifically stated in the minutes, the public was offered the opportunity to comment on the formation of the district. There were no comments. A copy of the minutes of the April 19, 1972 meeting is enclosed as Attachment No. 5, and a copy of the order establishing the Main Sewer District is enclosed as Attachment No. 6.

In July of 1972, the Sedgwick County Health Officer presented a "Certification of Insanitary Conditions" concerning that portion of the main sanitary sewer district made up by the Springdale Country Club Estates and Timber Lakes Estates. A Petition to Form a Joint Sewer District was also submitted by these two areas to the Board of County Commissioners. Copies of these two documents are enclosed as Attachments No. 7 and 8.

On July 22, and July 29, 1972, a notice was published in the Wichita Journal advising the Public of the Hearing to be held to form the Joint Sewer District. A copy of the Affidavit of Publication is enclosed as Attachment No. 9.

Kansas State Department of Health
July 31, 1973
Page 3

On July 24, the Sedgwick County Clerk executed an Affidavit of Mailing stating that more than 10 days prior to the date of the hearing, a copy of the Notice of Hearing to Form a Joint Sewer District was mailed to all owners of property within the proposed district. A certified list of property owners and a copy of the Affidavit of Mailing are enclosed as Attachment No. 10.

On August 9, 1972, the Board of County Commissioners held the public hearing and passed the order establishing the Timber Lakes-Springdale Joint Sewer District of Sedgwick County, Kansas. Copies of the minutes and the order are enclosed as Attachments No. 11 and 12.

On December 14, 1972, the Metropolitan Area Planning Commission held an A-95 review for the Timber Lakes-Springdale Sewage Improvements. A copy of that portion of the minutes concerning this item is enclosed as Attachment No. 13.

In addition to the above noted advertisements, hearings, and meetings, the engineers (Professional Engineering Consultants, P.A.) held four public meetings with the residents of Springdale, and numerous meetings with the developers of Timber Lakes. Two of the former meetings were prior to the beginning of the Preliminary Report study, one was at the completion of the Preliminary Report, and one was at the completion of the preliminary design plans. In all instances the effect that the waste stabilization facility would have on the environment and the existing unsanitary conditions were discussed in detail. In all instances the residents of Springdale expressed a deep concern for the operation of their existing septic tanks in clay soils having percolation rates exceeding 200 minutes per inch. They admitted that pollution of the neighboring lakes was occurring and a central collection system and treatment facility was definitely needed.

With reference to 40 CFR 6.58 (c) we would also like to point out that numerous Public Hearings were held prior to acceptance and approval of the Sewage Facilities Plan for Wichita-Sedgwick County. Copies of this plan, entitled "The Next Thirty Years", have been supplied to both the Kansas State Department of Environmental Health and the Environmental Protection Agency.

We have enclosed the advertisement for the public hearing which established the Sewage Facilities Plan as an element of the Comprehensive Plan for the Wichita-Sedgwick County area. Also enclosed is the adopted resolution and certificate concerning the plan which are dated August 12, 1971, and February 14, 1972, respectively. These two items are marked as Attachments No. 14 and 15.

It is our position that public notices, hearings, and meetings, noted above, were sufficiently comprehensive to cover the work in detail and that the requirement for further hearings should be waived. We cannot submit a request to waive the hearing "prior to submission of the first grant application", because we submitted the first grant application before 40 CFR 6.58(c) was published.

Please be advised that we are hereby requesting that further hearings in regard to this project be waived and that all possible steps be taken to allow construction of these collection and treatment facilities at the earliest possible date. It is our position that the additional hearings necessary to comply with the technical details of such things as "Adequate Notice" (i.e. public advertisement for the above documented meetings varied from 10 to 20 days prior to the hearings instead of the stipulated minimum of 30 days as noted in 40 CFR 6.58 (b)) and "the presentation of specific statements" (i.e. such as those that one of the purposes of the meeting is to discuss the environmental effects of the proposed improvements) will not serve the public interest.

We would appreciate your early reply to this request.

7. It is our opinion that the Waste Stabilization Ponds as designed and shown on the plans for the referenced project will meet the proposed requirements for BOD effluent standards. The facility may or may not meet the suspended solids effluent standards, as shown below, and will not meet the bacterial requirements as proposed.

Since no industrial or commercial areas exist or are planned in this Joint Sewer District the composition of the Wastewater will be entirely domestic. The table below is taken from Fair, Geyer and Okun "Water and Wastewater Engineering" Vol. 2, copyright 1968.

Average Composition of Domestic Wastewater

Total Suspended Solids	235 mg/l
Total BOD	140 mg/l
MPN per 100 ml	23,000

Fair and Geyer also defines the relative efficiency of Waste Stabilization Ponds.

5-day BOD Removal %	Suspended Solids Removal %	Bacteria Removal %
Stabilization Ponds 90-95	85-95	95-98

It is our opinion that the Waste Stabilization facility as designed is controlled by conservative design parameters established by the Kansas State Board of Health (BOD loading 34#/Acre or 90 days detention). Consequently the efficiencies as outlined above should be on the upper end of the scale.

However, with the type of removal percentages shown above which are representative of Waste Stabilization facilities it appears that the proposed facility can meet the proposed EPA secondary wastewater treatment definition for BOD.

To insure that the facility will meet the suspended solids effluent standards as proposed by EPA, the design plans can be altered to provide a system of selective vertical draw-off points within one pond cell. This designed-in diversity will provide the operator the capability of withdrawing treated wastewater from one of three zones in the pond cell. Generally, in each pond the upper zone will contain algae growths which will be measured as suspended solids. The lower zone may contain an active bacteria population also measured as suspended solids. The middle zone should be more quiescent and because it lies between two active zones should be low in suspended solids. The depth of these zones may vary from day to day and consequently the operator will require the capability to withdraw from them as they vary. This addition to the facility will add approximately \$3,000 to the construction costs.

It is also apparent from the removal efficiencies presented, and in light of the proposed definition of secondary wastewater treatment, chlorination will be required. The Engineer is now preparing plans and specifications for the addition of chlorination facilities, which will be forwarded to your office for review. If appropriate, we would like to request that you condition the Grant offer such that the applicant must submit for your review and approval an acceptable outlet structure, as discussed above, and a chlorination unit.

It is the Engineer's estimate that the chlorination equipment will cost \$20,000. We would submit that these additional costs (\$20,000 plus \$3,000) be included in the grant request and we would appreciate your advice as to the appropriate method. Could this amount be included in the contingency amount as originally prepared, or should a revised application be prepared and forwarded to your office?

In regard to the operation and maintenance manual required for the Timber Lakes-Springdale Joint Sewer District, Attachment No. 16 is an itemized list of duties to be assigned to the operator. Changes will be made to this list with the completion of the operation and maintenance manual, however this Attachment is representative of the scope of work to be required of the operator. The operator's salary will be established by Sedgwick County and should range from \$7,000 to \$9,000 per year. Maintenance of equipment will be approximately \$2,000 each year for the life of the project.

As additional comments to the June 13, 1973, letter we submit the following:

1. A sewer user charge has been anticipated, all existing residents of the Springdale area have been so informed, and all those purchasing lots in the Timber Lakes Development will be so advised.

Kansas State Department of Health
July 31- 1973
Page 6

2. An appropriate system for permitting, inspecting, and enforcing the requirements for connection to the sewage collection system will be provided.
3. Information regarding the method of providing maintenance and operation of the treatment and collection system will be provided.

A copy of the proposed resolution concerning these three points, currently under study by the Wichita-Sedgwick County MAPD staff, is enclosed for your review as Attachment No. 17. This resolution has not yet been approved and is included at this time only for informational purposes. When the final system is accepted we will forward the appropriate documents to your office.

We hope that the above information will allow your office to continue processing the application for a Federal Grant. We will make every attempt to provide you with other information as may be required upon request.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

W. H. Keltner

W. H. Keltner, P.E.
Vice-President

Enclosures

AUTHORIZED REPRESENTATIVES FOR APPLICANT

G. C. McLure, Jr.
G. C. McLure, Jr., P. E.
Sedgwick County Engineer

J. Turner
J. Turner, Sedgwick County Counselor

cc: H. Jantzen, P.E.
J. Aiken, P.E.
R. Lakin
G. C. McLure, Jr., P.E.

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number	71-90	Name	TIMBER LAKES ESTATES
Application Filed:	12-15-71	Sketch Filed:	12-15-71
Preliminary Plat Filed:	3-3-72	Approved by S/D:	3-16-72
Final Plat Filed:	5-22-72	Approved by S/D:	11-2-72
Approved by Metropolitan Area Planning Commission:		11-9-72	

DESCRIPTION

General Location: Northeast corner of Harry
and 143rd Street East

Surveyor or Engineer: Professional Engineering Consultants
Owner: Kenneth P. Brasted, et al.
Address: 230 South Market 67202

- | | | |
|--------------------------|----------------------|-----------------------------------|
| 1. Gross Acreage of Plat | <u>116.06</u> | 5. Lineal Feet of New Streets: |
| 2. Number of Lots: | | a. <u>64</u> R/W <u>8,810</u> ft. |
| Residential | <u>115</u> | b. <u>40</u> R/W <u>1,015</u> ft. |
| Commercial | <u>1</u> | c. <u>50</u> R/W <u>2,206</u> ft. |
| Industrial | | d. <u>60</u> R/W <u>2,383</u> ft. |
| Other | | e. <u>75</u> R/W <u>575</u> ft. |
| Total Number of Lots: | <u>116</u> | <u>62.5</u> <u>200</u> ft. |
| 3. Minimum Lot Frontage: | <u>100</u> ft. | TOTAL 15,039 ft. |
| 4. Minimum Lot Area | <u>15,000</u> sq.ft. | 6. Existing Zoning: "R-1" |

A County operated joint sewer district has been established to serve subject property with sanitary sewer, a County paving district has been established for the paving of all streets within said addition, and satisfactory arrangements have been made for the extension of City of Wichita water to serve subject property.

Planning Commission Recommendation:

That this plat be approved, subject to:

- A. The applicant shall submit covenants and a Homes Association agreement which shall contain provisions for the improvement and maintenance of the common open areas.
- B. Recording of the plat within 30 days after approval by the Board of City Commissioners.

NOTE: Associated County Cases SCZ-0283, "R-1" to "LC"; SCZ-0283, "R-1" to "AA", SCZ-0284, "R-1" to "AA" and CU-139, Conditional Use to permit construction of duplexes, have been approved by the Board of County Commissioners subject to platting.

ACTION: Instruct the City Clerk to file the covenants and Homes Association agreement with the Register of Deeds, the filing costs of which shall be billed to the applicant, and approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

NOTE-O-GRAM[®]

THE DRAWING BOARD • BOX 903 • DALLAS, TEXAS 75221

HOPPER, FOSTER & FUQUA

ATTORNEYS AT LAW

OWGARVEY BLDG. • WICHITA, KANSAS 67202 • PHONE 262-6466

MESSAGE

REPLY

TO Mr. Curtis Newby
c/o Met Planning Commission
Wichita, Kansas

DATE December 5, 1972

Dear Mr. Newby:

Enclosed please find the Order
Establishing Paving District in
the matter of Timber Lakes Paving
District.

Herbert H. Hopper

DATE

SIGNED



BY

Form N-873 © The Drawing Board, Inc., Box 903, Dallas, Texas 75221

INSTRUCTIONS TO SENDER:

1. KEEP YELLOW COPY. 2. SEND WHITE AND PINK COPIES WITH CARBON INTACT.

INSTRUCTIONS TO RECEIVER:

1. WRITE REPLY. 2. DETACH STUB, KEEP PINK COPY, RETURN WHITE COPY TO SENDER.

TO THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS
IN THE MATTER OF TIMBER LAKES PAVING DISTRICT

ORDER ESTABLISHING PAVING DISTRICT

THIS MATTER comes on for hearing before the Board of County Commissioners of Sedgwick County, Kansas at 9:00 o'clock a.m. on October 25, 1972 at which time said hearing was continued until November 1, 1972 and thereafter on November 1, 1972 was continued to November 15, 1972 and thereafter on November 15, 1972 was continued to November 22, 1972 at which time said matter was presented to the Board of County Commissioners of Sedgwick County, Kansas. The following commissioners were present;

Earl E. Rush
Elmer S. Peters
Tom Scott

The Board of County Commissioners having examined the files and being advised in all the premises finds:

1. That the petition filed herein is in due legal form and was signed by all the owners of Timber Lakes Estates, Sedgwick County, Kansas.
2. That the formation of an improvement district is determined to be necessary by this Board for the purpose of paving, curbing, guttering and drainage of streets and roads platted and dedicated by the plat of Timber Lakes Estates.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, in regular session duly assembled, that the above described real property be formed into a paving district in conformity with K.S.A. 68-728; said improvement district to be named THE TIMBER LAKES PAVING DISTRICT OF SEDGWICK COUNTY, KANSAS, and thenceforth the said territory and the inhabitants residing therein, and their successors, shall and do constitute a body politic and corporate under the above name and that the same shall have perpetual succession.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

By Earl E. Rush
Chairman

Page 2
Order Establishing Paving District
November 22, 1972

ATTEST:

Marie Warden
Marie Warden
County Clerk of Sedgwick County, Kansas
Deputy

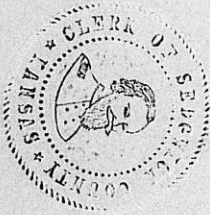
State of Kansas
County of Sedgwick

I, County Clerk of said County, do hereby certify
this to be a true and correct copy of the original
instrument which is on file or of record in my office.

Done this 22 day of November, 1972

MARIE WARDEN, County Clerk

By *Sharon Murray* Deputy



THE CITY OF WICHITA
OFFICE OF Water Department

DATE February 26, 1973



TO Jack H. Galbraith, Chief Planner

FROM Bill H. Otten, Design & Planning Supt.

SUBJECT Timber Lakes Estates Addition

The plattors of Timber Lakes Estates Addition have submitted a valid petition for a water benefit district to serve this plat. Therefore, our requirements for water service to this area have been fulfilled.

Bill H. Otten
Bill H. Otten
Design & Planning Supt.

cc: John D. Wynkoop, Operations Chief Engineer
Herbert H. Hopper, Attorney at Law

BHO/JDW/HHH/1e

November 10, 1972

Professional Engineering Consultants
1440 East English
Wichita, Kansas 67211

Re: S/D 71-90 - Final Plat of
TIMBER LAKES ESTATES

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on November 9, 1972, 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 November 3, 1972.

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

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. Certification by an attorney that fee title is vested in the platlor.
4. Certification that all taxes due and payable for 1972 and prior years have been paid.

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

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: Herbert H. Hopper, Olive W. Garvey Building 67202
John P. Reed, 332 North Pershing 67208
Daniel M. Carney, 6838 East 14th 67214
David Brasted, 34 Stratford 67206
Jim Olander, 314 Rutland 67206

Page 2 - Professional Engineering Consultants
November 10, 1972

cc: (Continued)

Colby B. Sandlian, 1500 Fairfield Lane 67208
Harold Bauer, 1112 North Armour 67206
John E. Seeman, c/o Oblinger-Smith Corporation
625 First National Bank Building 67202
Orlin Wagner, 425 Beacon Building 67202
Paul Graves, Traffic Engineer
Kenneth P. Brasted, 230 South Market 67202

DANIEL M. CARNEY
10225 E. KELLOGG
WICHITA, KANSAS 67207
316-685-4111

November 6, 1972


Metropolitan Area Planning Dept.
Wichita - Sedgwick County
City Building Annex
104 South Main Street
Wichita, Kansas 67202

Re: Timber Lakes Estates
Your letter of 11/03/72

Gentlemen:

In reference to the above mentioned, I have just received a copy of your letter on same, and would appreciate your marking your files that my copy of correspondence regarding same should be sent to me at 10225 East Kellogg, Wichita, Kansas 67207, rather than to the East 14th Street address as previously used.

Thank you for your attention and cooperation in this matter.


DANIEL M. CARNEY

DMC/nlw



November 3, 1972

Professional Engineering
Consultants
1440 East English
Wichita, Kansas 67211

Subject: S/D 71-90 - Final Plat
of TIMBER LAKES ESTATES

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, November 2, 1972, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

SL The 20-foot drainage easement to be centered on the common lot line between Lots 22 and 23 shall be moved eastward so that said 20-foot easement is adjacent to the west line of Lot 22, Block 1.

SL A 10-foot utility easement shall be indicated adjacent to the east line of Lot 21, Block 1.

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, November 9, 1972, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme

Enclosure

Page 2 - Final Plat of Timber Lakes Estates
November 3, 1972

cc: Herbert H. Hopper, Oliver W. Garvey Building, 67202
John P. Reed, 332 North Pershing, 67208
Daniel M. Carney, 6838 East 14th, 67214
David Brasted, 34 Stratford, 67206
Jim Olander, 314 Rutland, 67206
Colby B. Sandlian, 1500 Fairfield Lane, 67208
Harold Bauer, 1112 North Armour, 67206
John E. Seeman, c/o Oblinger-Smith Corp.,
625 1st National Bank Bldg., 67202
Orlin Wagner, 425 Beacon Building, 67202
Paul Graves, Traffic Engineer
Kenneth P. Brasted, 230 South Market, 67202

HOPPER, FOSTER & FUQUA
Attorneys at Law
420 Olive W. Garvey Building
Wichita, Kansas 67202
262-6466

BEFORE THE BOARD OF COUNTY COMMISSIONERS, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF TIMBER LAKES - SPRINGDALE
JOINT SEWER DISTRICT

ORDER ESTABLISHING JOINT SEWER DISTRICT



THIS MATTER comes on for hearing before the Board of County Commissioners of Sedgwick County, Kansas at 9:00 o'clock a.m. on August 9, 1972 at which time said matter was presented to the Board of County Commissioners of Sedgwick County, Kansas. The following commissioners were present:

Earl E. Rush
Elmer S. Peters
Tom Scott

The Board of County Commissioners having examined the files and being advised in all the premises finds:

1. That the petition filed herein is in due legal form and was signed by the owners of more than 51% of the following described real property:

Tract 1.

A tract in the SW 1/4 of Sec. 25, Twp. 27-S, R-2-E, described as beginning at the N.W. Corner of said SW 1/4; thence east along the north line of said SW 1/4, 1065 feet; thence with an angle to the right of 89°-00' a distance of 500 feet; thence with an angle to the left of 50°-00' a distance of 360 feet; thence south 44.54 feet to a point 771.03 feet south and 1356.8 feet east of the N.W. Corner of said NW 1/4; thence west parallel with the north line of said SW 1/4 1356.8 feet to the west line of said SW 1/4; thence north 771.03 feet to the place of beginning.

Tract 2.

A tract in the SW 1/4 of Sec. 25, Twp. 27-S, R-2-E, described as commencing at the N.W. Corner of said SW 1/4 thence east along the north line of said SW 1/4, 1065 feet; thence with an angle to the right of 89°-00' a distance of 500 feet; thence with an angle to the left of 50°-00' a distance of 360 feet for a place of beginning; thence with an angle to the left of 31°-00' a distance of 320 feet; thence with an angle to the right of 61°-00' a distance of 400 feet; thence with an angle to the left of 26°-00' a distance of 220 feet; thence with an angle to the right of 91°-00' a distance of 450 feet;

thence with an angle to the left of $28^{\circ}-00'$ a distance of 320 feet; thence with an angle to the right of $93^{\circ}-00'$ a distance of 500 feet; thence with an angle to the left of $30^{\circ}-00'$ a distance of 300 feet; thence with an angle to the right of $69^{\circ}-00'$ a distance of 490 feet; thence with an angle to the left of $58^{\circ}-00'$ a distance of 553.37 feet more or less to the west line of said SW 1/4; thence north along said west line 633.7 feet to a point 771.03 feet south of the N.W. Corner of said SW 1/4; thence east parallel with the north line of said SW 1/4, 1356.8 feet; thence north 44.54 feet to the place of beginning.

Tract 3.

A tract in the SW 1/4 of Sec. 25, Twp. 27-S, R-2-E, described as commencing at the N.W. Corner of said SW 1/4; thence east along the north line of said SW 1/4, 1065 feet; thence with an angle to the right of $89^{\circ}-00'$ a distance of 500 feet; thence with an angle to the left of $50^{\circ}-00'$ a distance of 360 feet; thence with an angle to the left of $31^{\circ}-00'$ a distance of 320 feet; thence with an angle to the right of $61^{\circ}-00'$ a distance of 400 feet; thence with an angle to the left of $26^{\circ}-00'$ a distance of 220 feet for a place of beginning; thence with an angle to the right of $91^{\circ}-00'$ a distance of 450 feet; thence with an angle to the left of $28^{\circ}-00'$ a distance of 320 feet; thence with an angle to the right of $93^{\circ}-00'$ a distance of 500 feet; thence with an angle to the left of $30^{\circ}-00'$ a distance of 300 feet; thence with an angle to the right of $69^{\circ}-00'$ a distance of 490 feet; thence with an angle to the left of $58^{\circ}-00'$ a distance of 553.37 feet more or less to the west line of said SW 1/4; thence south along the west line of said SW 1/4, 1251.41 feet more or less to the S.W. Corner of said SW 1/4; thence east along the south line of said SW 1/4, 849.69 feet more or less to a point 478 feet west of the S.E. Corner of the SW 1/4 of the SW 1/4 of said Sec. 25; thence north parallel with the east line of the SW 1/4 of the SW 1/4 of said Sec. 25, 218 feet; thence east parallel with the south line of said SW 1/4, 756 feet; thence south parallel with the west line of the SE 1/4 of the SW 1/4 of said Sec. 25, 218 feet; thence east 1049.69 feet more or less to the S.E. Corner of said SW 1/4; thence north along the east line of said SW 1/4, 738.4 feet more or less to a point 1918.7 feet south of the N.E. Corner of said SW 1/4; thence northwesterly 915.2 feet more or less to the place of beginning.

Tract 4.

A tract in the SW 1/4 of Sec. 25, Twp. 27-S, R-2-E, described as beginning at the N.E. Corner of said SW 1/4; thence west along the north line of said SW 1/4, 1583.44 feet more or less to a point 1065 feet east of the NW Corner of said SW 1/4; thence with an angle to the left of $91^{\circ}-00'$ a distance of 500 feet; thence with an angle to the left of $50^{\circ}-00'$ a distance of 360 feet; thence with an angle to the left of $31^{\circ}-00'$ a distance of 320 feet; thence with an angle to the right of $61^{\circ}-00'$ a distance of 400 feet; thence with an angle to the left of $26^{\circ}-00'$ a distance of 220 feet; thence southeasterly 915.2 feet more or less to a point on the east line of said SW 1/4, 1918.7 feet south of the N.E. Corner thereof; thence north 1918.7 feet to the place of beginning.

Tract 5.

The West One-Half of the SE 1/4 of Sec. 25, Twp. 27-S, R-2-E.

Tract 6.

Springdale Country Club Estates, an Addition to Sedgwick County, Kansas.

2. That the certification of insanitary conditions and/or expected development of insanitary conditions on the above described real property was in due legal form and made by M. Leon Bauman, M.D. County Health Officer of Sedgwick County, Kansas.

3. That notice of this hearing has been given by publication for two consecutive weeks, the first of such publications being July 22, 1972, and the second July 29, 1972, in Harper's Wichita Journal, a newspaper printed in the State of Kansas and published in and of general paid circulation in Sedgwick County, Kansas, and that such newspaper is one authorized to carry legal publications under the statutes made and provided in the State of Kansas.

4. That a copy of such notice was mailed to all of the owners of the property within the proposed joint sewer district more than ten days prior to the date set for hearing.

5. That proper proof of publication and of mailing said notice has been filed herein and that such notice is in conformity in all respects to the statutes in such cases made and provided, and is in due legal form and is hereby approved, and that such matter should be heard on its merits forthwith.

6. That insanitary conditions exist and are expected to further develop within the area above described and that such conditions may be removed and further development prevented by the installation and utilization of a sanitary sewer system, including mains, disposal unit and laterals.

7. That the formation of a joint sewer district is determined to be necessary for the purpose of providing necessary sewer service to the above described area and further to provide for the construction of sewers therein.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, in regular session duly assembled, that the above described real property be formed into a joint sewer district in conformity with Chapter 155 of the Session Laws of Kansas 1969, and K.S.A. 19-2704 and K.S.A. 1971 Supp. 19-2704a, et seq., as amended, said joint sewer district to be named THE TIMBER LAKES - SPRINGDALE JOINT SEWER DISTRICT OF SEDGWICK COUNTY, KANSAS, and thenceforth the said territory and the inhabitants residing therein, and their successors, shall and do constitute a body politic and corporate under the above name and that the same shall have perpetual succession.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

By Earl E. Rush
Chairman

ATTEST:

Marie Warden
County Clerk of
Sedgwick County, Kansas

State of Kansas
County of Sedgwick

I, County Clerk of said County, do hereby certify this to be a true and correct copy of the original instrument which is on file or of record in my office.

Done this 27 day of Oct., 1922.

MARIE WARDEN, County Clerk

By Sharon Blaney, Deputy



TO THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS
IN RE: TIMBER LAKES ESTATES, SEDGWICK COUNTY, KANSAS

ORDER FOR HEARING

COME NOW the petitioners being the owners of all of Timber Lakes Estates, Sedgwick County, Kansas and present their petition for paving pursuant to K.S.A. 68-728 which has been filed with the County Commission of Sedgwick County, Kansas, and request a hearing on said petition.

The Commission finds that said petition is in due legal form and should be set for hearing on the 25 day of October, 1972 at 9:00 o'clock A.M. of such day in the hearing room of the County Commission in the Courthouse at Wichita, Kansas and that no further notice of said hearing is necessary.

IT IS SO ORDERED.

Board of County Commissioners of
Sedgwick County, Kansas

Tom Scott

Earl E. Rush

Elmer S. Peters

THE KANSAS STATE DEPARTMENT OF HEALTH



TOPEKA
KANSAS

April 28, 1972

Leon
State Timberland
Cur

Professional Engineering Consultants
1440 East English
Wichita, Kansas 67211

Attention: Mr. Carl O. Knop, P.E.

Re: Sanitary Sewer District
Four-Mile Creek Basin

Gentlemen:

We have received two copies of a preliminary engineering report concerning the above referenced project. The alternate number 2, as outlined in the preliminary engineering report, for Springdale Country Club Estates and Timber Lake Estates, does appear to be consistent with the sewage facilities planned by the Wichita-Sedgwick County Planning Agency.

The Kansas State Department of Health feels that the extra expense involved in alternate number 2 for the collection system is justified as it facilitates regionalization in the future if and when it becomes necessary.

Sincerely,

Division of Environmental Health

John H. Bailey

John H. Bailey
Sanitary Engineer
Water Pollution Control

JHB:th
cc: Environmental Protection Agency
Wichita-Sedgwick County Metropolitan
Area Planning Commission
South Central Area Office - Wichita



C
O
P
Y

June 9, 1972

Professional Engineering Consultants
1440 East English
Wichita, Kansas 67211

Re: S/D 71-90 - Final Plat of
TIMBER LAKES ESTATES

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on June 8, 1972, 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 June 2, 1972.

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:

- [Handwritten mark]* Compliance with the requirements of the Metropolitan Area Planning Commission.
- [Handwritten mark]* Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.

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

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: Kenneth P. Brasted, 230 South Market 67202
Herbert H. Hopper, Attorney, Olive W. Garvey Bldg. 67202
John P. Reed, 332 North Pershing 67208
Daniel M. Carney, 6838 East 13th 67214
David Brasted, 34 Stratford 67206
Jim Olander, 314 Rutland 67206
Colby B. Sandlian, 1500 Fairfield Lane 67208
Harold Bauer, 1112 North Armour 67206
John E. Seeman, c/o Oblinger-Smith Corp., 625 1st National
Bank Building 67202

June 2, 1972

Professional Engineering
Consultants
1440 East English
Wichita, Kansas 67211

Subject: S/D 71-90 - Final Plat
of TIMBER LAKES ESTATES

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 1, 1972, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- SK* The dash lines indicated along the east right-of-way line for 143rd Street East and along the north right-of-way line for Harry Street shall be changed to solid lines.
- SK* The open space area adjacent to the south line of Lots 58 through 72, Block 1, and adjacent on the west of Lot 1, Block 2, shall be labeled as reserves. If these areas are for different purposes than defined for "Reserve A", then they shall be labeled as Reserve B, etc., and also defined in the plat's text.
- SK* The plat drawing shall be labeled as Sheet 2 of 2.
- SK* The plat's text shall be amended as follows: "...All abutter's rights of access to and from 143rd Street East over and across the south 40 feet of the west line of Lot 73, Block 1 and the west lines of Lots 1, 2, 72, Block 1, Lot 31, Block 2, and Reserve A; and all abutter's rights of access to and from Harry Street over and across the west 40 feet of the south line of Lot 73, Block 1 and the south lines of Lots 49, 50, 51, 52, 53, 54, 55, 56, 57, Block 1, and Reserve A, are hereby granted to the appropriate governing body. All abutter's rights of access to and from 143rd Street

East over and across the west line of Lot 73, except the south 40 feet thereof, Block 1, and the west line of Lot 32, Block 2, and, all abutter's rights of access to or from Harry Street over and across the south line of Lot 73, except the west 40 feet thereof, Block 1, are hereby granted to the appropriate governing body, provided, however, that Lot 32, Block 2, shall have access to 143rd Street East at two locations and Lot 73, Block 1 shall have access to 143rd Street East and to Harry Street at two locations each; said locations to be designated by the appropriate governing body".

Ch There are some variations in the minimum building pad elevations from the preliminary to the final plat, and same shall be checked and verified with M. S. Mitchell of the Maintenance-Flood Control Office. The legend for the pad elevations shall also be referenced within the plat's text.

Ch The plat's text shall be expanded to grant the reserves for sanitary sewer easement purposes to permit the construction and continued maintenance of required sanitary sewer lines.

Ch Indicating a 5-foot utility easement along the west side of Lot 72, Block 1; and, a 10-foot utility easement centered between Lots 3 and 4, Block 2.

Ch The applicant contacting Southwestern Bell Telephone and Kansas Gas and Electric Companies relative to indicating a utility easement extending across Reserve "A" between Lots 7 and 16, Block 1.

Ch Indicating a 20-foot drainage easement centered between Lots 29 and 30, Block 1.

Ch Lot 32, Block 2, shall be further subdivided so as to provide two lots.

Ch The applicant's draft of a Homes Association Agreement for subject property, in which the common open spaces have been defined, needs to be expanded to indicate use and purpose of said open spaces, and as well the responsibility for improvement and the continued maintenance of same. Said Homes Association Agreement, when approved and properly executed, shall be submitted to the Planning Department for forwarding with the final plat to the Board of City Commissioners.

- OK* The applicants amending their proposed restrictive covenants to provide for each platted residential lot to have at least three off-street parking spaces behind the front building set-back area.
- OK* The applicant shall contact the Soil Conservation Service relative to their recommendations for taking adequate precautions against erosion from wind and water during development of the property.
- OK* *have petitioned to County*
The applicants shall install or guarantee the paving of all streets within the subdivision to urban standards and the specifications of the City of Wichita, and the plans and profiles for the streets and their associated drainage improvements shall be approved by the City Engineer.
- OK* *County sewer dist. approved*
The proposed sanitary sewer system to serve subject property shall be designed and guaranteed to City of Wichita standards, and a County operated sewer improvement district shall be created, all in accordance with the adopted County-wide sewer plan. The plans for such a sewer system and disposal facilities shall be reviewed and approved by the Environmental Health Department and the City Engineer.
- OK* The applicants shall contact the City of Wichita Water Department relative to the means of providing for the guarantee of extension of City water to serve subject property.
- OK* Both telephone and electric service shall be installed underground.
- OK* There is an existing pipeline crossing subject property in a north-south direction, and the applicants shall be advised that any lowering and/or encasement of said pipeline necessitated by street and/or drainage improvements, shall be at the sole expense of the applicants.
- OK* When the sanitary sewer and street paving plans have been prepared and submitted for review, a duplicate copy of same shall be submitted to the pipeline company for their review as they relate to their pipeline.
- OK* It was recommended that the installation or guarantee of sidewalks be waived.
- OK* Recording of the plat within 30 days after approval by the Board of City Commissioners.

Page 4 - Final Plat of TIMBER LAKES ESTATES
June 2, 1972

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, June 8, 1972, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Very truly yours,

John D. Gist
Principal Planner

JDG:rme

Enclosure

cc: Kenneth P. Brasted, 230 South Market, 67202
Herbert H. Hopper, Attorney, Olive W. Garvey Bldg., 67202
John P. Reed, 332 North Pershing, 67208
Daniel M. Carney, 6838 East 14th, 67214
David Brasted, 34 Stratford, 67206
Jim Olander, 314 Rutland, 67206
Colby B. Sandlian, 1500 Fairfield Lane, 67208
Harold Bauer, 1112 North Armour, 67206
John E. Seeman, c/o Oblinger-Smith Corp., 625 1st National Bank Building, 67202

CHICAGO TITLE INSURANCE COMPANY

Similar Lakes Estates

COMMITMENT FOR TITLE INSURANCE

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

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

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

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

CHICAGO TITLE INSURANCE COMPANY

By:

Alvin W. Long
President.

Issued by:
THE SECURITY ABSTRACT
& TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) AM 7-8371

ATTEST:

Chester C. McCullough
Secretary.

*MAAPD
HOW 16
5-20-74/p*

Robert Seel
Authorized Signatory



STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) 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; (5) taxes or special assessments which are not shown as existing liens by the public records.

CONDITIONS AND STIPULATIONS

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

A.L.T.A. COMMITMENT

FORM 3361

SCHEDULE A

Number
184741b

Effective Date
May 26, 1972 at 7:00 A. M.

1. Policy or Policies to be issued:

OWNER'S: ALTA Fm B \$

Proposed Insured:

THE CITY OF WICHITA

LOAN: \$

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in: Car-Ree Enterprises, Inc., a Kansas corporation; David H. Brasted & Sarah T. Brasted, his wife; James B. Olander & Carol F. Olander, his wife; Kenneth P. Brasted II and Sherrie G. Brasted, his wife.
3. The land referred to in the Commitment is described in Schedule C.

SCHEDULE B — Section 1

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:

NONE.

2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable. None Due.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

SCHEDULE B — continued

Number
184741b

SCHEDULE B — Section 2

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. Any owner's policy issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof. Any loan policy will contain under Schedule B standard Exceptions 1, 2 and 3 unless a satisfactory survey and inspection of the premises is made.
3. Taxes or special assessments which have not been certified to the office of the County Treasurer and entered on the tax rolls thereof prior to the date hereof.
4. Right of way for pipeline purposes to Cooperative Refinery Association over a strip 50 feet wide measured 25 feet at right angles on each side of Beginning at a point approximately 379 feet West of the Southeast corner of the Southwest Quarter of Section 25, Township 27 South, Range 2 East; thence in a Northwesterly direction to a point approximately 22 feet West of the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 25, as disclosed by instrument dated October 6, 1948, filed November 17, 1948 in Book Misc. 239, Page 575 and instrument filed June 25, 1971 in Book Misc. 692, Page 16.
5. Right of way for road purposes over the South and West 40 feet of captioned property.
6. Mortgage dated December 15, 1971, executed by Car-Ree Enterprises, Inc., to Boulevard State Bank, Wichita, Kansas, filed December 17, 1971 in Book 1740, Page 251, to secure their note for \$92,000.00, covers the $W\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 25-27-2E.
7. Mortgage dated September 8, 1971, executed by Car-Ree Enterprises, Inc., a Kansas corporation to Boulevard State Bank, Wichita, Kansas, filed September 9, 1971, in Book 1729, Page 501, to secure their note for \$200,000.00, covers a tract in the $SW\frac{1}{4}$ of Section 25-27-2E.
8. Mortgage dated June 3, 1971, executed by David H. Brasted, et al to The Fourth National Bank and Trust Company, Wichita, filed June 4, 1971 in Book 1718, Page 410, to secure their note for \$90,000.00, covers a tract in the Southwest Quarter of Section 25-27-2E.

A.L.T.A. COMMITMENT

FORM 3363

SCHEDULE C

Number
184741b

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

Beginning at the Southwest corner of the Southwest $\frac{1}{4}$ of Section 25, Township 27 South, Range 2 East of the 6th Principal Meridian; thence along the West line of said Southwest $\frac{1}{4}$ bearing N $0^{\circ}15'45''$ E a distance of 1885.11 feet; thence bearing N $90^{\circ}00'$ E parallel with the North line of said Southwest $\frac{1}{4}$ a distance of 1356.80 feet; thence bearing N $0^{\circ}17'49''$ E a distance of 44.54 feet; thence bearing S $82^{\circ}00'$ E a distance of 320.00 feet; thence bearing S $21^{\circ}00'$ E a distance of 400.00 feet; thence bearing S $47^{\circ}00'$ E a distance of 220.00 feet; thence bearing S $47^{\circ}01'39''$ E a distance of 915.74 feet to a point on the East line of said Southwest $\frac{1}{4}$ 738.38 feet North of the Southeast corner of said Southwest $\frac{1}{4}$; thence bearing S $65^{\circ}00'$ E a distance of 350.00 feet; thence bearing S $45^{\circ}00'$ E a distance of 230.00 feet; thence bearing N $90^{\circ}00'$ E a distance of 200.00 feet; thence bearing S $30^{\circ}00'$ E a distance of 305.00 feet; thence bearing S $0^{\circ}08'30''$ W a distance of 165.75 feet to a point on the South line of said Section 25; thence along the South line of Section 25 bearing N $89^{\circ}51'30''$ W a distance of 833.38 feet to the Southeast corner of the Southwest $\frac{1}{4}$ of said Section 25; thence along the South line of said Southwest $\frac{1}{4}$ bearing N $89^{\circ}58'45''$ W a distance of 1049.69 feet; thence bearing N $0^{\circ}11'15''$ E parallel with the West line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 25 a distance of 218.00 feet; thence bearing N $89^{\circ}58'45''$ W a distance of 756.00 feet; thence bearing S $0^{\circ}11'15''$ W parallel with the East line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 25, a distance of 218.00 feet to a point on the South line of said Southwest $\frac{1}{4}$; thence Along the South line of said Southwest $\frac{1}{4}$ bearing N $89^{\circ}58'45''$ W a distance of 849.69 feet to the point of beginning.

*Legal covers all land
within final plat. Newby 5-31-72*

FINAL PLAT
SUBLIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 71-90 Name TIMBER LAKES ESTATES
Date Application Rec'd. 3-3-72 Preliminary Approval 3-16-72
Scheduled S/D Meeting 6-1-72

DESCRIPTION

General Location At the northeast corner of Harry and 143rd Street East

Owner Kenneth P. Brasted, et. al.
Surveyor/Engineer Professional Engineering Consultants
Address Professional Engineering Consultants Phone 262-2691

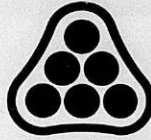
- | | | |
|---|-----------------------|---|
| 1. Gross Acreage of Plat | <u>116.06</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | | a. <u>64</u> R/W <u>8810</u> ft. |
| Residential | <u>115</u> | b. <u>40</u> R/W <u>1015</u> ft. |
| Commercial | <u>1</u> | c. <u>50</u> R/W <u>2206</u> ft. |
| Industrial | | d. <u>60</u> R/W <u>2383</u> ft. |
| Other | | e. <u>75</u> R/W <u>575</u> ft. |
| Total Number of Lots | <u>116</u> | f. <u>62.5</u> R/W <u>200</u> ft. |
| 3. Minimum Lot Frontage | <u>100</u> ft. | TOTAL <u>15,039</u> ft. |
| 4. Minimum Lot Area | <u>15,000</u> sq. ft. | 8. Sidewalk adjacent to all streets? <u>X</u> Yes <u>no</u> |
| 5. Existing Zoning | <u>R-1</u> | |
| 6. Proposed Zoning | <u>R-1 & LC</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | | |
| 10. Public Sanitary Sewers <u>No</u> (Yes-No), Name _____ | | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | | |
| 12. City of Wichita _____: Three-Mile Area <u>X</u> | | |

STAFF COMMENTS:

- A. Approval of the plat is subject to the approval of the associated cases, SCZ-0282, "R-1" to "LC", SCZ-0283, "R-1" to "AA", SCZ-0284, "R-1" to "AA", CU-138 and CU-139. These associated county zone cases and conditional use cases have been scheduled before the Board of County Commissioners on May 31, 1972.
- B. It should be noted that this final plat includes all but the northern most tract in the previously approved preliminary plat.
- C. The dash lines indicated along the east right-of-way line for 143rd Street East and along the north right-of-way line for Harry Street shall be changed to solid lines.
- D. The open space area adjacent to the south line of Lots 58 thru 72 Block 1, and adjacent on the west of Lot 1 Block 2, shall be labeled as reserves. If these areas are for different purposes than defined for "Reserve A", then they shall be labeled as Reserve B, etc., and also defined in the plattor's text.
- E. The plat drawing shall be labeled as sheet 2 of 2.
- F. The north-south street indicated between Lots 55 and 56, Block 1, shall be named and labeled as Sagebrush on the face of the plat.
- G. The plattor's text shall be amended as follows: "...All abutters rights of access to and from 143rd Street East over and across the south 40 feet of the west line of Lot 73 Block 1 and the west lines of Lots 1, 2, 72 Block 1, Lot 31 Block 2, and Reserve A; and all abutters rights of access to and from Harry Street over and across the west 40 feet of the south line of Lot 73 Block 1 and the south lines of Lots 49, 50, 51, 52, 53, 54, 55, 56, 57 Block 1, and Reserve A, are hereby granted to the appropriate governing body. All abutters rights of access to and from 143rd Street East over and across the west line of Lot 73, except the south 40 feet thereof, Block 1, and the west line of Lot 32, Block 2; and, all abutters rights of access to or from Harry Street over and across the south line of Lot 73, except the west 40 feet thereof, Block 1, are hereby granted to the

DIRECTORS

L. K. BAXTER, JR., P.E.
C. O. KNOP, P.E.
E. E. HYSOM, P.E.
R. B. PEUGH, P.E.
C. J. FREUND, P.E.
W. H. KELTNER, P.E.



**PROFESSIONAL
ENGINEERING
CONSULTANTS**

BAXTER / BRIDGES /
KNOP / HYSOM
AND PEUGH
PROFESSIONAL ASSOC.

May 19, 1972

Mr. Robert A. Lakin
Director of Planning
Wichita-Sedgwick County Metropolitan
Area Planning Department
104 S. Main
Wichita, Kansas 67202

Attention: Mr. John D. Gist
Principal Planner

Re: Final Plat - Timber Lakes Estates
PEC File 30-72027-210

Gentlemen:

Enclosed herewith for your review are thirty-two (32) copies of the Final Plat of Timber Lakes Estates.

A copy of the Homeowners Association agreement, a Title Report and a Tax Certificate will be forwarded within the next few days.

You will note that Sheet 2 of 2 is larger than the permissible 22" x 34". The owners are preparing a development brochure which will include a picture of the plat. It was felt that for this purpose an "unbroken" plan would be more desirable. The Final Plat will be broken to fit the 22" x 34" sheet. Hopefully this will be acceptable to you at this time.

With regard to required improvements, the applicants would like to request waiver of the requirement for installation of sidewalks for the following reasons:

1. The land area being platted is large compared to the number of lots. (Approximately 1 lot per gross acre) and provides a considerable amount of community open space.

(continued)

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

*MAPD
Rec'd. 5-19-72
B*

Mr. Robert A. Lakin
May 19, 1972
Page 2

2. Because of the site plan, which consists primarily of courts and circles, internal pedestrian generation along any given street will be relatively small. In addition because of the relationship of Timber Lakes Estates to adjacent developments and to Spring Creek it is anticipated that external pedestrian traffic will also be minimized.
3. Eventhough urban-type streets are to be constructed it is felt that the subdivision is primarily suburban with respect to adjacent land uses.

Your consideration of this matter will be appreciated.

As a final matter we would like to note that at the Sub-Division Committee review of the preliminary plat March 16, 1972 the request for a 29 foot street was approved. This particular point was not included in your letter to our office dated March 20, 1972.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Ronald D. Fletcher, P.E.

is

enclosures

THE KANSAS STATE DEPARTMENT OF HEALTH



TOPEKA KANSAS
State Timberland
Cur

April 28, 1972

Professional Engineering Consultants
1440 East English
Wichita, Kansas 67211

Attention: Mr. Carl O. Knop, P.E.

Re: Sanitary Sewer District
Four-Mile Creek Basin

Gentlemen:

We have received two copies of a preliminary engineering report concerning the above referenced project. The alternate number 2, as outlined in the preliminary engineering report, for Springdale Country Club Estates and Timber Lake Estates, does appear to be consistent with the sewage facilities planned by the Wichita-Sedgwick County Planning Agency.

The Kansas State Department of Health feels that the extra expense involved in alternate number 2 for the collection system is justified as it facilitates regionalization in the future if and when it becomes necessary.

Sincerely,

Division of Environmental Health

John H. Bailey

John H. Bailey
Sanitary Engineer
Water Pollution Control

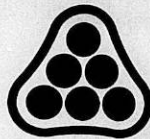
JHB:th

cc: Environmental Protection Agency
Wichita-Sedgwick County Metropolitan
Area Planning Commission
South Central Area Office - Wichita



C
O
P
Y

March 28, 1972



**PROFESSIONAL
ENGINEERING
CONSULTANTS**

HARTWELL / BAXTER /
BRIDGES / KNOP /
HYSOM AND PEUGH
PROFESSIONAL ASSOC.

Environmental Pollution Agency
1735 Baltimore, Room 249
Kansas City, Missouri 64108

Attention: Mr. Clem Eggers, P.E.

THROUGH

Environmental Health Services
State Department of Health
State Office Building
Topeka, Kansas 66612

Attention: Mr. Melville W. Gray, P.E.
Director

Re: Sanitary Sewer District
Four-Mile Creek Basin
PEC File 30-71109-210

Gentlemen:

Reference is made to the meeting held in the EPA offices in Kansas City, Missouri on Tuesday, March 21, 1972 for the purpose of informally discussing the above project and obtaining the opinions of the EPA staff relative to the project's qualification for a Construction Grant. In attendance at this meeting were Messrs. Clem Eggers, Lee Duvall and Frank Mischlich of the EPA; Messrs. James Aiken, Director of Environmental Health, G. C. McLure, Jr., County Engineer and Robert Lakin, Director of Planning, representing Sedgwick County; and Messrs. N. D. Schomaker and Carl Knop representing P.E.C., consulting engineers for the project.

At the conclusion of the above meeting it was agreed that the Consultant would submit a letter transmitting to EPA the Preliminary Engineering Report for the proposed project and outlining the specific character of the improvements which were felt to qualify them for a Federal Grant. This letter is submitted in compliance with the above agreement.

(continued)

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

Professional Engineering Consultants, P.A. were retained in November of 1971 to prepare a report on the feasibility and estimated cost of a sanitary sewer collection system and treatment facility to service two residential developments located approximately 2 miles east of the corporate limits of the City of Wichita. The costs of the engineering report were to be shared on an agreed basis by the two developments; Springdale Country Club Estates, an existing residential development of approximately 40 houses; and Timber Lakes Estates, a proposed residential development now being platted and adjoining Springdale on the south.

The preliminary engineering report was completed for our clients in March 1972 and presents two alternative collection systems as feasible for their two developments. A copy of the report was previously transmitted to EPA and two copies are transmitted herewith to the Kansas State Department of Health for their review and comment.

The proposed sewer improvements presented in the report service an area lying within the Four-Mile Creek Drainage Area. The Sewer Plan Element (1971) of the Comprehensive Plan for Wichita-Sedgwick County identifies the Four-Mile Creek basin as an area of high potential for future residential development. This basin contains a total area of approximately 17,000 acres within Sedgwick County and a 1970 population of 3,550. It has been projected that approximately 10,400 persons will reside in this drainage area by 1980 with an increase to 23,000 by the year 2000.

Of equal significance to the high population projection is the fact that no incorporated communities now exist within the Sedgwick County portion of the Drainage Area. Furthermore only the Crestview Country Club Improvement District and a small segment of the City of Wichita which extends into the basin are now provided with central collection and treatment of sanitary wastes.

Approximately 2,000 of the present 3,500 population utilize individual septic systems for treating domestic wastes. These facilities have given less than satisfactory performance in many instances as the soils throughout the basin have predominantly low percolation rates, unsuited for disposal fields.

The Comprehensive Plan for Sedgwick County recognized this critical situation and recommended that high priority be given to construction of collection systems and interim treatment facilities to service the Four-Mile Creek area.

In recognition of this need the Board of Commissioners for Sedgwick County, in March of 1972, created the Eastern Sedgwick County Main Sewer District. The improvements proposed for this project lie within this Main Sewer District and the property owners of the Benefiting Area are preparing a petition to become a Sub-District therein.

(continued)

public hearing on April 19th

With regard to the collection systems presented in the Engineering Report the first alternate was primarily designed to accommodate our clients and did not consider contiguous growth areas. Consequently, any future developments subdividing near our clients would find it difficult to extend the proposed collection facilities to provide service for the new areas. This consideration lead to development of the second alternative.

The collection system proposed in Alternate 2 can provide future sewer service to a significantly larger subdrainage area. This alternate, by providing for the extension of service to this subbasin as it develops, is thereby implementing the main philosophy behind Comprehensive Planning. In other words planning services for areas in advance of development.

The problem our firm faces is justifying to our clients the added expenditures necessary to provide long range planning for future growth areas. Normally long range planning consists of designing a sewer system at increased depths and sizes to provide future service for an entire drainage area. It is our contention that the design of such a main system of sewers as proposed by Alternate 2, with the attendant increase in depths and sizes, and to extend them through existing developments for the purpose of intercepting future sewage flows should logically classify them as interceptors.

We are now requesting for pre-qualification of the proposed pattern of interceptor mains as shown in Alternate 2 of the preliminary engineering report. Again the proposed interceptors are designed in size and depth to service future areas. Their construction now will eliminate the necessity of installing at least two additional treatment facilities and/or several lift stations in future developments to the north and west. The proposed pattern of interceptor mains will in effect intercept wastes produced by future development located in the upper regions of the subdrainage basin and transport them through developed areas for treatment.

In addition the construction of this system of interceptors will protect the central theme of many developments in this basin; that theme is water. Several lakes have been and will continue to be developed in this basin and if wastewater, treated or untreated, is discharged upstream the increased quantity of nutrients could be a detriment to stream ecology and the lakes' aesthetic values.

In the event that the subbasin as shown in the feasibility study fully develops a total population of 8500 people could be obtained. To service this population the proposed treatment ponds would require future expansion to an approximate surface area of 8.5 acres and also utilize surface aeration equipment. We have currently provided a reserve area of approximately 23 acres at the plant site. Additional land could be reserved to the north of the plant site in anticipation that the projected growth will occur before the major treatment facility has been constructed downstream as proposed in the Comprehensive Plan for Wichita-Sedgewick County.

(continued)

Environmental Pollution Agency

March 28, 1972

Page 4

In summary we feel that the collection system proposed by Alternate 2 complies with both the adopted Comprehensive Plan and the concept of "Regionalization" as promulgated by the EPA and other Federal agencies.

Regardless of the plan's desirability however it is not economically feasible for our Clients to construct Alternate 2 without substantial financial assistance. It is our opinion that unless such assistance is made available the short-range solution offered by Alternate 1 will be selected.

We will certainly appreciate your favorable consideration of this request and wish to express our thanks for your continued cooperation on this matter.

Should additional information be required, please advise.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Carl O. Knop, P.E.

Encl.

Engrg. Reports (2)
(1-Delivered to EPA 3-21-72)

cc: Mr. Melville W. Gray, P.E. (w/encl)
Mr. James Aiken, P.E.
Mr. G. C. McLure, Jr., P.E.
Mr. Robert A. Lakin

~~WCS~~
~~DF~~
ms

March 17, 1972

Mr. James Aiken
Community Health Department
1900 E. Ninth
Wichita, Kansas

Dear Jim:

The application for the formation of the East Sedgwick County Main Sewer District of Sedgwick County, Kansas, will be on the agenda on March 22, 1972, at 9:00 A. M. in the County Commission Meeting Room, at which time the Board will decide whether they desire to proceed and set the same for hearing and give publication notice.

I would suggest that both you and Mr. Lakin and any other persons whom you consider as having an interest in this matter should be present at that meeting.

Very truly yours,

Grey Dresie
Grey Dresie
County Counselor

GD:hs

cc: Robert Lakin, Director
Metropolitan Area Planning Comm.

Mr. Herb Hopper, Attorney at Law
Mr. William Woodard, Attorney at Law



March 20, 1972

Professional Engineering
Consultants
1449 East English
Wichita, Kansas 67211

Re: S/D 71-90 - Preliminary Plat of
TIMBER LAKES ESTATES

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, March 16, 1972, 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:

- OK* There are several open space areas shown on the preliminary plat which the applicants propose to utilize as common open space and for drainage purposes. Such open spaces shall be labeled as "Reserves" on the face of the final plat, with the uses said areas are being reserved for being defined within the plat's text.
- B. The applicants draft of a Home Association Agreement for subject property, in which the common open spaces have been defined, needs to be expanded to indicate use and purpose of said open spaces, and as well the responsibility for improvement and the continued maintenance of same.
- OK* The areas on the preliminary plat to be utilized as floodways shall be so labeled on the final plat, with the appropriate language concerning the maintenance and responsibility for said floodways being included with the plat's text.
- OK* Lots 64 thru 70, Block C, are labeled as being proposed for duplex development. The lotting arrangement and pattern for said lots are appropriate for single family development as related to other lots within the block, however, it should be pointed out that a change in zoning would be necessary to permit duplexes.

- OK* Lot 71, Block C, is labeled as being proposed for "LC" (Light Commercial) development. Prior to Block C being submitted in final plat form, the applicant shall file and receive approval of a request for a change in zoning on said lot, or that portion of Block C shall be redesigned for residential development.
- OK* The applicants and/or their engineer shall contact Bob Vinson of the Department of Public Works regarding the names for the streets being platted.
- OK* Providing for in the preparation of the final plat, easements as requested by KG&E and as marked on the "Engineers" copy of the preliminary plat.
- H.* The applicants and/or their engineer shall contact the Southwestern Bell Telephone Company relative to additional easements which may be necessary on the final plat to accommodate the installation of their service to the property.
- OK* Amending the access control notations on Harry and 143rd Street East adjacent to Lot 71, Block C, to provide 40 feet of "complete access control" immediately north and east from the southwest corner of said lot.
- J.* The applicant shall contact the Soil Conservation Service relative to their recommendations for taking adequate precautions against erosion from wind and water during development of the property.
- OK* Prior to the preparation of the final plat, the applicant's engineer shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to defining the limits of the Floodway areas, adjustments in the widths of the Combined Floodway and open space areas between Block B and C, varying minimum building pad elevations where necessary and possible relocation of some of the proposed side lot drainage easements.
- L.* The applicants amending their proposed restrictive covenants to provide for each platted residential lot to have at least 3 off-street parking spaces behind the front building setback area.
- M.* The applicants shall install or guarantee the paving of all streets within the subdivision to urban standards and the specifications of the City of Wichita, and the plans and profiles for the streets and their associated drainage improvements shall be approved by the City Engineer.

Page 3
March 20, 1972

- ~~W.~~ The applicant shall install or guarantee the installation of sidewalks adjacent to both sides of all newly created interior streets, except within Block A.
- ~~O.~~ The proposed sanitary sewer system to serve subject property shall be designed and guaranteed to City of Wichita Standards, and a County operated sewer improvement district shall be created, all in accordance with the adopted county wide sewer plan. The plans for such a sewer system and disposal facilities shall be reviewed and approved by the Environmental Health Department and the City Engineer.
- ~~P.~~ The applicants shall contact the City of Wichita Water Department relative to the means of providing for the guarantee of extension of City water to serve subject property.
- ~~Q.~~ Both telephone and electric service shall be installed underground.
- ~~R.~~ There is an existing pipeline crossing subject property in a north-south direction, and the applicants shall be advised that any lowering and/or encasement of said pipeline necessitated by street and/or drainage improvements, shall be at the sole expense of the applicants.
- ~~S.~~ The applicants shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 6 of the MAPC Subdivision Regulations.
- ~~T.~~ 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.

Very truly yours,

John D. Gist
Principal Planner

JDG:rme

Enclosure

Page 4
March 20, 1972

cc: Kenneth P. Brasted, 230 South Market, 67202
Herbert H. Hopper, Olive W. Garvey Building, 67202
John P. Reed, 332 North Pershing, 67208
Daniel M. Carney, 6838 East 14th, 67214
David Brasted, 34 Stratford, 67230
Jim Olander, 314 Rutland, 67206
Colby B. Sandlian, 1500 Fairfield Lane, 67208
Harold Bauer, 112 North Armour, 67206
John E. Seeman, c/o Oblinger-Smith Corp.
625 1st National Bank Building, 67202
Ron Fletcher, c/o Professional Engineering Consultants
1440 East English, 67211

SUBDIVISION REPORT
Preliminary Plat

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 71-90 Name TIMBER LAKES ESTATES
Date Application Rec'd. 3-3-72 Preliminary Approval
Scheduled S/D Meeting 3-16-72

DESCRIPTION

General Location At the northeast corner of Harry and 143rd Street East

Owner Kenneth P. Brasted, et. al.
Surveyor/Engineer Professional Engineering Consultants
Address 1440 East English Phone 262-2691

- | | |
|---|-----------------------------------|
| 1. Gross Acreage of Plat <u>116.06</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>64</u> R/W <u>8810</u> ft. |
| Residential <u>115</u> | b. <u>40</u> R/W <u>1015</u> ft. |
| Commercial <u>1</u> | c. <u>50</u> R/W <u>2206</u> ft. |
| Industrial _____ | d. <u>60</u> R/W <u>2383</u> ft. |
| Other _____ | e. <u>75</u> R/W <u>575</u> ft. |
| Total Number of Lots <u>116</u> | f. <u>62.5</u> R/W <u>200</u> ft. |
| 3. Minimum Lot Frontage <u>100</u> ft. | TOTAL <u>15,039</u> ft. |
| 4. Minimum Lot Area <u>15,000</u> sq. ft. | 8. Sidewalk adjacent to all |
| 5. Existing Zoning <u>"R-1"</u> | streets? <u>X</u> yes <u>no</u> |
| 6. Proposed Zoning <u>"R-1" and "LC"</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>NO</u> (Yes-No), Name _____ | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | |
| 12. City of Wichita _____: Three-Mile Area <u>X</u> | |

STAFF COMMENTS:

- a. A sketch plat for subject property has been previously submitted, reviewed by the planning staff and discussed with the applicants. In the course of this review, the applicants indicated that it is their intent to plat subject property into a combination of urban and suburban type residential lots, with streets to be developed to urban standards and providing for a sanitary sewer system and public water supply to serve the property.
- b. It should be noted that the applicants propose to utilize street improvements consisting of a street pavement width of 29 feet (2-12 foot driving lanes and 2 foot 6 inch curb and gutter sections) based on the proposed development density of less than one dwelling unit per gross acre. The Subdivision Regulations specify a reduced right-of-way width of 54 feet with a roadway width of 24 feet consisting of two 10 foot driving lanes with a mandatory roll curb, and further that at least 3 off-street parking spaces for each platted lot can be assured.
- c. The applicants have submitted a draft of their proposed restrictive covenants for subject property, and said covenants do not provide for the 3 off-street parking spaces per platted lot.
- d. There are several open space areas shown on the preliminary plat which the applicants propose to utilize as common open space and for drainage purposes. Such open spaces shall be labeled as "Reserves" on the face of the final plat with the uses said areas are being reserved for being defined within the plat's text.
- e. The applicants have submitted a draft of a Homes Association Agreement for subject property in which the common open spaces have been defined. However, the agreement needs to be expanded to indicate use and purpose of said open spaces, and as well the responsibility for improvement and the continued maintenance of same.

- f. The areas on the preliminary plat to be utilized as floodways shall be so labeled on the final plat, with the appropriate language concerning the maintenance and responsibility for said floodways being included within the plat's text.
- g. Lots 64 thru 70, Block C, are labeled as being proposed for duplex development. The lotting arrangement and pattern for said lots are appropriate for single family development as related to other lots within the block, however, it should be pointed out that a change in zoning would be necessary to permit duplexes.
- h. Lot 71, Block C, is labeled as being proposed for "LC" (Light Commercial) development. Prior to Block C being submitted in final plat form, the applicant shall file and receive approval of a request for a change in zoning on said lot, or that portion of Block C shall be redesigned for residential development.
- i. The applicants shall install or guarantee the paving of all streets within the subdivision to urban standards and the specifications of the City Engineer of the City of Wichita.
- j. The applicants and/or their engineer shall contact Bob Vinson of the Department of Public Works regarding the names for the streets being platted.
- k. The proposed sanitary sewer system to serve subject property shall be designed and guaranteed to City of Wichita Standards and a County operated sewer improvement district shall be created, all in accordance with the adopted county wide sewer plan.
- l. The applicants have indicated their desire to utilize City of Wichita water. Therefore, the applicants shall contact the City of Wichita Water Department relative to the means of providing for the guarantee of extension of City water to serve subject property.
- m. Both telephone and electric service shall be installed throughout.
- n. There is an existing pipeline indicated on the preliminary plat crossing subject property in a north-south direction, and the applicants shall be advised that any lowering and/or encasement of said pipeline necessitated by street and/or drainage improvements, shall be at the sole expense of the applicants.
- o. The applicants shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. The applicants should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- p. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

mail sanitary sewer plans,
both Alt. # 1 and # 2, to:

1. Gas Service Co.
2. Southwestern Bell Tel. Co.
3. Kans. Gas & Elect.
4. County Engineer
5. Roy Bruggeman
6. Klick Funn
7. M. S. Mitchell
8. Bill Otten
9. Steve Jones
10. Roger Zimmerman
11. Guy Moorefield (SCS)

DECLARATION OF COVENANTS AND
RESTRICTIONS OF TIMBER LAKES,
TIMBER LAKES ADDITION TO SEDGWICK COUNTY, KANSAS

_____, hereinafter referred to as "Declarant" being the owner of that certain real property subject to this Declaration, DOES HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DOES HEREBY DECLARE, FIX AND ESTABLISH the covenants, conditions, 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 sublessee; and the same and each of them shall inure to and be binding upon each and every successive successor in interest of each such 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:

The property subject to this Declaration hereinbefore and hereinafter referred to as "subject property" is situated in the County of Sedgwick, State of Kansas, and is particularly described as follows:

Timber Lakes 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 may be used) shall be deemed to mean and



shall be defined as hereinafter in this Article II set forth:

ARTICLES OF INCORPORATION AND BY-LAWS:

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

ASSOCIATION:

The Timber Lakes Home Owners 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, water and storage and equipment areas or enclosures, parks, open spaces, planted and landscaped areas, sprinkling systems, recreation areas and lakes.

RESIDENCE SITE:

Any lot or portion thereof approved by the Architectural Control Committee for the erection of a single family dwelling.

OWNER:

Any person or persons who own a residence site in fee simple in any part of Timber Lakes Addition to Sedgwick County, Kansas, and the successive successors, assigns, heirs, devisees or personal representative 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 or trust or mortgage and also including, but not limited to, a sale, assignment, gift, lease or sublease.

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 Declarant, 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.

X
An owner shall obey and comply with all public laws, ordinances, restrictions, rules and regulations of the Association, the By-Laws of the Association, and all of the provisions of 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:

The subject property shall be used and occupied for residential purposes only.

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

There shall not be any external television or radio antennas erected, and no owner shall erect any structures, either permanent or temporary, upon any of the common areas.

No automobile, truck, motorcycles, motorbike, boat, house trailer, boat trailer or trailer of any kind or any other vehicles of any type or description may be stored upon any of the common areas, or in driveways or street areas.

Motor scooters, mini-trail bikes, or similar vehicles shall be operated for transportation only and no joy riding on the street or lot premises shall be allowed.

Those garage doors which are allowed to face on a street shall be kept closed at all times when not necessary for the purpose of ingress or maintenance, and shall be equipped with automatic closing devices.

No trailer, basement, tent, shack, garage, barn or other out-building erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used, second hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land.

No out-buildings, fences or tree plantings shall be made or erected without the approval of the Architectural Control Committee.

No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals.

No signs, advertisements, billboard or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the creation and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of

advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Oil drilling, oil development, operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, or in any common area to all building sites, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any of the building sites covered by these covenants, or in any area common to all building sites. Fuel oil storage tanks as a part of the heating equipment of a detached single family dwelling shall be permitted only if located underground.

ARTICLE VI

ASSOCIATION:
Powers and
Duties:

The Timber Lakes Home Owners Association of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, 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) per cent 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) per cent 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 Declarant for any reason.

The Association shall own and maintain the common areas, *lehes*, reserves and access easements.

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

**ASSOCIATION:
Operations and
Expenses:**

The Association shall establish such committees as may be provided for in its By-Laws, 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 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 By-Laws 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.

2/3

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 By-laws of the Association.

ASSOCIATION: Each Owner shall be obligated to pay the taxes or assessments
Taxes and assessed by the County Assessor against his own residence site,
Assessments: or personal property.

Taxes on the common areas will be paid by the Association and assessed to each Owner equally.

ARTICLE VII

ASSESSMENTS AND LIENS: Each Owner shall pay to the Association, the assessments which
General Assessments: shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of the property. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

ASSESSMENTS AND LIENS: All general assessments shall be made against each Owner on an
Basis and Operating Fund: equal basis, for each lot or fraction thereof owned by the Owner or Owners.

X
Each new Owner shall pay an original charge of \$75.00 to the Association to be used as an operating fund for the Association.

ASSESSMENTS AND LIENS: The Association may, from time to time, at a regular meeting or
Special Assessments: a special meeting called upon notice, establish a special assessment to be levied equally against each residence site for the operation of the Association and the operation, maintenance, care and improvement of such property. 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 assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessment 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 non-payment 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 in the Articles of Incorporation and By-Laws 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 attorney's 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 record 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 provisions 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 attorney's 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 &
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 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 repair or 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.

EASEMENTS:
Reservation:

ARTICLE 4
There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective interests shall obtain, the easements and rights of way as particularly identified in this Article.

EASEMENTS:
Reservation of
Right of Way:

Declarant specifically reserves unto itself, its successors and assigns, a perpetual, non-exclusive 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, 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.

OFF STREET
PARKING:

ARTICLE X

~~Each residence site upon which a dwelling is constructed shall contain a minimum of three suitably surfaced parking spaces, such parking spaces shall be off-street and shall be on the dwelling site either connected to or a part of the driveway from the street. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.~~

ARCHITECTURAL
CONTROL
COMMITTEE:

*USE APPROVED
PLANS*

ARTICLE XI

No dwelling outbuilding, landscaping, fencing, or improvement shall be erected, placed, altered, or permitted to remain on any premises in said development, until the building or other improvements, plans, specifications and any plats showing the location of such improvement on the particular building site have been submitted to and approved in writing as to the external design and as to the location of improvements with respect to topography, grade and finished ground elevation by a committee composed of _____
_____ and _____.

Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members thereof, shall be binding upon all parties. The Architectural Control Committee shall have the power to regulate the distance between improvements on adjoining residence sites in order that no residence shall be closer than thirty (30) feet to any other residence, and also to control the minimum size of the structure to be erected on any building site. In no event shall the front width of a house extend eighty (80) per cent of the width of the building site at the front set back line and neither shall any house be placed closer than fifteen (15) feet to any side-lot line.

*Resubmit
2 sets of
plans?*

Provided, however, that if the Architectural Control Committee does not approve or reject the designation and location within thirty (30) days as above set out, that the owner or his agent shall notify one of the Architectural Control Committee members of his intention to commence construction on the plans submitted by delivering such notice to such member at least forty-eight (48) hours before such construction is commenced.

Provided further that neither said Committee nor the Declarant shall be liable in damages to anyone so submitting plans for approval, for failure or neglect to approve the same. In event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said committee, this covenant will be deemed to have been fully complied with.

It is further provided that no residential structure which covers less than 2,000 feet of ground, in excess of porches and garages, shall be constructed on any building site, and further that each residence shall have a double garage.

170028
Provided, however, that the Architectural Control Committee shall have the right to allow a fifteen per cent (15%) deviation in this regard. If construction or alteration or improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment, or alteration of such improvements, or bring mandatory injunctions to require the removal thereof.

ARTICLE XII

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, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

MISCELLANEOUS:
Interpretations
of Restrictions:

In interpreting and applying the provisions of this Declaration they shall be held to be minimum requirements adopted

for the promotion of the health, safety, comfort, convenience and general welfare of the owners of said property. It is not the intent of this Declaration to interfere with any provisions of any law relating to the use of building or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants, or other agreements, between parties; provided however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or structure; or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then in that case the provisions of this Declaration shall control.

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, covenant, 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 _____

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 said 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 or 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.

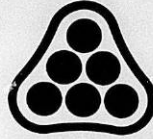
MISCELLANEOUS:
Amendments:

These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of fifty (50) years from the date hereof. No modification, repeal, or amendments of this Declaration shall be effective or binding upon any party or upon any real property subject hereto or benefited hereby unless an instrument in writing shall be duly recorded and unless it be executed by the Association and by not less than seventy-five (75%) per cent of the members.

2/3?

-DIRECTORS

L. K. BAXTER, JR., P.E.
C. O. KNOP, P.E.
E. E. HYSOM, P.E.
R. B. PEUGH, P.E.
C. J. FREUND, P.E.
W. H. KELTNER, P.E.



**PROFESSIONAL
ENGINEERING
CONSULTANTS**

BAXTER / BRIDGES /
KNOP / HYSOM
AND PEUGH
PROFESSIONAL ASSOC.

March 1, 1972

Mr. Robert R. Lakin
Director of Planning
Wichita-Sedgwick County Metropolitan
Area Planning Department
104 South Main
Wichita, Kansas

Attention: Mr. John D. Gist
Principal Planner

Re: Preliminary Plat - Timber Lakes Estates
PEC File No. 30-72027-210

Enclosed herewith for your review are thirty-two (32) copies of the Preliminary Plat of Timber Lakes Estates Addition to Sedgwick County, Kansas.

Attached is a draft of the preliminary homeowners agreement with restrictive covenants included, 12 prints showing proposed sanitary sewer improvements, and a statement relative to proposed improvements and proposed means of financing said improvements.

A hydrology study has been made and a report filed with the Wichita Sedgwick County Flood Control Office.

An engineering study has been made to determine the most feasible sanitary sewer system and treatment facility, and to insure the design of an improvement which is in keeping with the recently completed Sewage Facilities Plan for Wichita-Sedgwick County.

If you have any questions regarding this matter please contact our office.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS

Ronald D. Fletcher
Ronald D. Fletcher, P.E.

is

enclosures



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

I. PROPOSED SUBDIVISION IMPROVEMENTS

Timber Lakes Estates Addition to Sedgwick County, Kansas

A. Streets -

All streets within the subdivision are proposed to be curb and guttered with the roll type gutter section and surfaced to meet City of Wichita specifications.

There are a total of 116 lots within the confines of the preliminary plat as shown utilizing a total land area of 116.06 gross acres. In this regard the developers request waiver of the 34' street requirement and request approval for construction of a 29' back to back street (2-12' driving lanes plus 2'-6" curb and gutter sections).

Street drainage will be handled to the extent possible by surface runoff to either a natural drainage tributary or an easement provided for said purpose.

B. Sanitary Sewers and Sewage Treatment

A sanitary sewer system is proposed to provide service to the entire platted area. Sewage will be collected and treated by a lagoon facility proposed for construction on ground set aside for that purpose near the southeast corner of the Plat. See proposed sewer plan attached hereto.

C. Water, Electric, Gas and Telephone

Individual utility systems for water, electric, gas and telephone will be designed and constructed by the respective utility companies, i.e.:

City of Wichita Water Department
Kansas Gas and Electric
Gas Service Company
Southwestern Bell Telephone

II. PROPOSED FINANCING OF IMPROVEMENTS

- A. Street improvements are proposed to be financed through a County Road and Street District.
- B. Sanitary Sewer Improvements are proposed to be financed through a County Joint Sewer District.
- C. Other improvements will be financed in accordance with the requirements of the individual utility company.

Map No.: _____
Section No.: _____
Twp. No.: _____
Range: _____

S/D No. _____

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Timber Lakes Estates

General Location: NE Quadrant of intersection of 143rd Street
East and Harry

Name of Property Owner: See attached sheet

Address: _____ Phone: _____

Name of Subdivider: Same as above

Address: _____ Phone: _____

Name of Agent/Surveyor: Professional Engineering Consultants

Address: 1440 East English Phone: 262-2691

Date of Application: 2 March 1972

SUBDIVISION INFORMATION:

- | | | | |
|--------------------------------|--|-------------------------------------|--|
| 1. Gross Acreage of Plat | <u>116.06</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>64</u> R/W <u>8810</u> ft. | |
| Residential | <u>115</u> | b. <u>40</u> R/W <u>1015</u> ft. | |
| Commercial | <u>1</u> | c. <u>50</u> R/W <u>2206</u> ft. | |
| Industrial | _____ | d. <u>60</u> R/W <u>2383</u> ft. | |
| Other | _____ | e. <u>75</u> R/W <u>575</u> ft. | |
| Total Number of Lots | <u>116</u> | TOTAL <u>62.5</u> <u>15,039</u> ft. | |
| 3. Minimum Lot Frontage | <u>100</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>15,000</u> sq. ft. | streets? <u>X</u> yes <u>no</u> | |
| 5. Existing Zoning | <u>R-1</u> | | |
| 6. Proposed Zoning | <u>LC on Lot 71</u> | | |
| 9. Public Water Supply | <u>Yes</u> (Yes-No), Name <u>Wichita Water Dept.</u> | | |
| 10. Public Sanitary Sewers | <u>No</u> (Yes-No), Name _____ | | |
| 11. Health Department Approval | (where applicable) _____ (Yes-No) | | |
| 12. City of Wichita | <u>Three-Mile Area</u> <u>X</u> | | |

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 including petitions for improvements such as streets, sewer, sidewalks, etc. with the register of deeds as well as all costs of publication of initiating resolutions approving any petition for improvements 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, Room 402, City Building
Annex, 104 South Main Street, Wichita, Kansas

Received by [Signature]
Date 3-3-72
Fee Submitted 395

17-301B (10-68)



See original application
rec'd. with sketch plat
for signatures of property
owners /es

Jim Olander
314 Rutland
684-9473

David Brasted
230 S. Market
267-1261

Kenneth P. Brasted
230 S. Market
267-1261

Daniel M. Carney
6838 E. 14th
686-9805

John P. Reed
332 N. Pershing
683-7372

Colby B. Sandlian
435 N. Broadway
263-0118

also send correspondence to:
OBLINGER - SMITH CORP.

January 17, 1972

Mr. John E. Seeman
c/o Oblinger-Smith Corp.
625 1st National Bank Bldg.
Wichita, Kansas 67202

Subject: S/D 71-90 - Sketch
Plat of Timber Lakes Estates,
generally located at the north-
east corner of Harry and 143rd
Street East.

Dear Mr. Seeman:

We have reviewed the above captioned sketch plat and have advised some of the other City and County Departments of the proposed subdivision. Our review has also included discussions with the City Manager and the Environmental Health Department, and as a result thereof we approve the sketch as to concept and design in general, subject to the following comments and conditions.

It is assumed that a preliminary plat will be filed in total, or in stages, with final plats following accordingly, all being patterned after the overall sketch plat. There are two distinct reserve areas indicated in the southwest corner of the Reed & Carney property, one of which appears to be intended for commercial purposes. Prior to or at the time of submission of a preliminary plat on said ownership, the applicant needs to file and receive approval of a change in zoning to allow such development, or that portion of the sketch needs to be redesigned and lotted for residential purposes in accordance with its existing "R-1" zoning classification.

It is noted on the application that the minimum lot frontage is 90 feet with a minimum lot area of 15,000 sq. ft. Lotting adjustments should therefore be made where necessary to provide a minimum frontage of 100 feet as set forth and required by the Sedgwick County Zoning Resolution for lands zoned the "R-1" classification. Said minimum frontage may be measured at the building setback line for those lots which are oriented around a cul-de-sac.

OK The sketch plat indicates 50 feet of half street right-of-way for Harry Street, except at its intersection with 143rd Street East. The plat also labels Harry as a proposed Federal Aid Secondary (F.A.S.) road #1777 requiring a total of 120 feet of right-of-way. The highway map for Sedgewick County does designate Harry as an F.A.S. road, and 10 additional feet needs to be indicated for the north half thereof.

As far as the applicant's proposal to provide a reduced paving width, the MAPC Subdivision Regulations do provide for lesser widths under certain circumstances. The decision whether the gross density proposed here, because of the relationship of lots, with the common open space, is justification to permit reduced standards should be left to the Planning Commission and its subcommittees. It would appear, however, unless engineering reasons should dictate otherwise, that we should stay with either the full or reduced standards for both right-of-way and improvement widths as now set forth in the regulations, rather than introducing a new combination thereof. Due to the nature of the proposed street pattern, it is also recommended that the applicants meet with Bob Vinson of the Department of Public Works relative to indicating appropriate street names on the plat.

OK It is recommended that 30 foot building setbacks be indicated from all street rights-of-way, or indicated at 60 feet from the center line of said streets, whichever is greater. As well, "complete access control" needs to be indicated on both Harry and 143rd Street East, except at points of intersecting streets.

The concept of the residential development taking advantage of the flood plain areas will entail the designation of "Floodways", and including appropriate wording relating thereto in the plat's text which is obtainable from the Flood Control Office. The concept of platting open space will also involve the formation of a Home Association and establishing an Agreement which will provide for permitted improvements and the continued maintenance responsibilities for said space. The applicant shall continue to coordinate and resolve by lotting adjustments, if necessary, those concerns which you personally have discussed with M. S. Mitchell relative to the narrowness and cross-section required to handle the drainage in the open space between the Brasted and Carney property.

As to improvements we believe they can be handled by using the Board of County Commission and City Commission for their installation in the event the developers do not wish to guarantee by means of cash, bonds or irrevocable letter of credit. Based on previous conversation we understand that:

- 1) Water will be obtained from the City of Wichita. Standard financing of either Plan A or B plus a request for services out of City with agreements for annexation are required.
- 2) Sewer will be installed through use of a County sewer district which may include Springdale Country Club Estates. It may also be possible to petition the City of Wichita but I expect the comments on streets would also apply here.
- 3) Paving will be urban standard construction. They may be petitioned to the County or to the City of Wichita. If petitioned to the City of Wichita we would want to develop a petition similar as that for water where a percentage of costs is deposited and then returned as the specials are paid off. Construction from the petitions would be withheld until sufficient construction and development of the subdivision was commenced to justify the installation. The form and exact content of the petition can be worked out during the processing of the preliminary and final plat.

The sketch plat indicates what appears to be an unidentified pipe line, and/or easement, running across subject property. The applicants should be advised that they will be responsible for absorbing all cost of providing needed precautions or protective measures, including the possible lowering of such a line, if same becomes necessary to improve streets or to permit other utility crossings.

- 4) Drainage improvements, if any, will be discussed during the plat approval stages.
- 5) Sidewalks are required for urban subdivisions and will need to be installed or guaranteed adjacent to both sides of each street, except for that designated portion having a minimum lot size of one and one half (1½) acres and except adjacent to Harry and 143rd Street.

Page 4 - Sketch Plat of Timber Lakes Estates
January 17, 1972

- 6) Utilities including both telephone and electric shall be contracted for with the appropriate company to be installed underground.

We are most hopeful that we can accomplish the needed improvements without the creation of an improvement district. Our concern is twofold. We do not wish to encourage the creation of new units of government if basic government can do the job. Secondly we believe the County can guarantee continued operation and maintenance of sewer systems better than smaller independent improvement districts. In addition we believe it will be far easier to develop the needed sewer system (long range) on 4 mile Creek if the County owns and operates the components rather than dealing with 10-20 independent sewer districts.

Enclosed is a marked copy of the sketch plat for your information and files, and if you have any questions, please contact our office.

Very truly yours,

John D. Gist
Principal Planner

JDG:rae

Enclosure

cc: Kenneth P. Brasted, 230 South Market, 67202
John P. Reed, 332 North Pershing, 67208
Daniel M. Carney, 6238 East 14th Street, 67214
David Brasted, 34 Stratford, Wichita, Kansas
Jim Olander, 314 Rutland, 67206
Colby B. Sandlian, 1509 Fairfield Lane, 67208
Herbert R. Hopper, Attorney, Olive W. Garvey Bldg., 67202
Harold Bauer, 112 North Armour, 67206
G. C. McLure, County Engineer, 1015 Stillwell, 67213
Jim Aiken, Director of Environmental Health Department
Ralph Wulz, City Manager
M. S. Mitchell, Maintenance-Flood Control

WICHITA-SEDGWICK COUNTY

DATE

METROPOLITAN AREA PLANNING DEPARTMENT

December 20, 1971

TO Dick Linn, City Engineer

FROM John D. Gist, Principal Planner *JDG*

SUBJECT Sketch Plat of Timber Lakes Estates, generally located at the northeast corner of Harry Street and 143rd Street East.

Attached for your files and information is a copy of the above referred to sketch plat. It is our understanding that subject plat is to be developed to urban standards and that the City of Wichita would be petitioned for street improvements and extension of City water supply would be contracted for by the applicant. The applicant is also considering the possibility of creating a County sewer district and developing sewage treatment facilities to serve the proposed development.

We would appreciate any comments or suggestions you may have concerning this sketch plat, so that we may include them in our review of the sketch plat and our reply to the applicant.

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

JDG:CLN:rme

Attachment

cc: M. S. Mitchell, Assistant Superintendent of Public Works-Maintenance
Jim Aiken, Environmental Health Department

① Sewage system? 15,000 sq. ft. will require ^{san.} sewer & treatment plant.

② street right of way - rural or county standards.



D. Linn

December 20, 1971

Dick Linn, City Engineer

John D. Gist, Principal Planner

Sketch Plat of Timber Lakes Estates, generally located at the northeast corner of Harry Street and 143rd Street East.

Attached for your files and information is a copy of the above referred to sketch plat. It is our understanding that subject plat is to be developed to urban standards and that the City of Wichita would be petitioned for street improvements and extension of City water supply would be contracted for by the applicant. The applicant is also considering the possibility of creating a County sewer district and developing sewage treatment facilities to serve the proposed development.

We would appreciate any comments or suggestions you may have concerning this sketch plat, so that we may include them in our review of the sketch plat and our reply to the applicant.

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

JDG:CLN:rme

Attachment

cc: M. S. Mitchell, Assistant Superintendent of Public Works-Maintenance
Jim Aiken, Environmental Health Department

December 20, 1971

Mr. Grover McLure
County Engineer
1015 Stillwell
Wichita, Kansas 67213

Subject: Sketch Plat of Timber
Lakes Estates, generally located
at the northeast corner of Harry
Street and 143rd Street East.

Dear Mr. McLure:

Enclosed for your files and information is a copy of the above referred to sketch plat. It is our understanding that the subject plat is being considered for development to urban standards and that the City of Wichita would be petitioned for street improvements and extension of City water supply would be contracted for by the applicant. The applicant is also considering the possibility of creating a County sewer district and developing sewage treatment facilities to serve proposed development.

We would appreciate any comments or suggestions you may have concerning this sketch plat, so that we may include them in our review of the sketch plat and our reply to the applicant.

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

Very truly yours,

John D. Gist
Principal Planner

JDG:CLN:rme

Enclosure

FORM 223-021

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	4395.	

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

<i>preliminary plan</i>	
-------------------------	--

Name *International Engineering Co.*

Address *1222 G. Co. Bldg.*

Type *47-402153* Due Date

Comments:

Date *2-3-72* By *Wick*

Map No.: G-14-B
Section No.: SE 1/4 25
Twp. No.: 27S
Range: 2E

S/D No. 71-90

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Timber Lakes Estate
General Location: SW 1/4 & W 1/2 SE 1/4 Sec. 25, T27S R 2E
NE corner Harry & 143rd
Name of Property Owner: See Attachment "A"
Address: _____ Phone: _____
Name of Subdivider: See Attachment "A"
Address: _____ Phone: _____
Name of Agent/Surveyor: See Attachment - B
Address: _____ Phone: _____
Date of Application: December 7, 1971

SUBDIVISION INFORMATION:

- | | |
|---|---|
| 1. Gross Acreage of Plat <u>115.2</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>64</u> R/W <u>7,800</u> ft. |
| Residential <u>113</u> | b. _____ R/W _____ ft. |
| Commercial <u>0</u> | c. _____ R/W _____ ft. |
| Industrial <u>0</u> | d. _____ R/W _____ ft. |
| Other <u>0</u> | e. _____ R/W _____ ft. |
| Total Number of Lots <u>113</u> | TOTAL <u>7,800</u> ft. |
| 3. Minimum Lot Frontage <u>90</u> ft. | 8. Sidewalk adjacent to all streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> |
| 4. Minimum Lot Area <u>15,000</u> sq. ft. | |
| 5. Existing Zoning <u>R-1</u> | |
| 6. Proposed Zoning <u>Same</u> | |
| 9. Public Water Supply <u>No</u> (Yes-No), Name _____ | |
| 10. Public Sanitary Sewers <u>No</u> (Yes-No), Name _____ | |
| 11. Health Department Approval (where applicable) <u>Yes</u> (Yes-No) | |
| 12. City of Wichita <u>Three-Mile Area</u> | |

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: See Attachment "A"

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

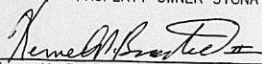
Received by H. H. Braith
Date 12-15-71
Fee Submitted none
(sketch)

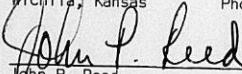
T9-301B
(2-71)



APPLICATION FOR SUBDIVISION APPROVAL
TIMBER LAKES ESTATE
ATTACHMENT "A"


PROPERTY OWNER SIGNATURES

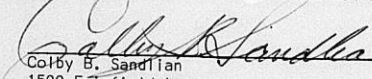

Kenneth P. Brasted
230 South Market
Wichita, Kansas Phone No. 267-1261


John P. Reed
332 N. Pershing
Wichita, Kansas Phone No. 683-7372


Daniel M. Carney
6838 E. 14th
Wichita, Kansas Phone No. 686-8687


David Brasted
34 Stratford
Wichita, Kansas Phone No. 267-1261


Jim Olander
314 Rutland
Wichita, Kansas Phone No. 684-9473


Colby B. Sandlian
1500 Fairfield Lane
Wichita, Kansas Phone No. 683-3912

DATE: DEC. 14 - 1971

APPLICATION FOR SUBDIVISION APPROVAL

TIMBER LAKES ESTATE

ATTACHMENT "B"

NAME OF AGENT

Herbert H. Hopper, Attorney
Olive W. Garvey Bldg.
Wichita, Kansas

Phone No. 262-6466

Harold Bauer
112 N. Armour
Wichita, Kansas

Phone No. 683-1492

John E. Seeman
c/o Oblinger - Smith Corporation
625 First National Bank

Phone No. 262-0451



oblinger-smith corporation

December 7, 1971



Mr. Robert Lakin, Director
Wichita - Sedgwick Co. Planning Dept.
104 S. Main
Wichita, Kansas 67202

Dear Mr. Lakin:

This letter will serve to express the intent of property owners represented in the Timber Lakes Estate Sketch Plat submitted herewith.

Considerable time has been spent in the coordination between the multiple ownerships in the interest of assuring a high quality single family residential development. A Hydrology Study has been prepared by Professional Engineering Consultants and was utilized as a basis for development of the concept of utilizing flood plains for recreational facilities and open space related to the residential development.

The net buildable area is proposed to be increased by a process of enlarging the pond areas and simultaneously building up portions of the site to conform with minimum pad elevations. The resulting common open space will be maintained and controlled by a Joint Homes Association Agreement currently under study by Mr. Herb Hopper, Attorney for property owners in the proposed development. Sales of residential sites are proposed to be handled by the individual property owners.

3 references
28.
It is the intent of the developers to petition the County for streets, water and sanitary sewer improvements. Due to the proximity of the proposed development with the City of Wichita, there is some uncertainty as to whether a consulting engineer should be retained for development of improvement plans or whether the service will be provided by the City of Wichita.

In light of the suburban location, it is the desire of the developers to provide a lesser paving width on streets for the purpose of maintaining a more estate type character. As indicated in the Application, lot sizes are above the 15,000 square foot minimum as required for R1 Zoning. While this lot size does not conform with lot sizes of an estate type development, it is felt that the reduced standards are justified on the basis of the gross density and the relationship of lots with the common open space.

Consultants in Planning, Design & Development

625 First National Bank Bldg.,	Wichita, Kansas 67202	/	AC 316 262-0451
722 University Bldg.,	Denver, Colorado 80202	/	AC 303 825-5445
4948 Cherry,	Kansas City, Missouri 64110	/	AC 816 756-0256
Quadrangle 232, 2800 Routh,	Dallas, Texas 75201	/	AC 214 748-4112

Page 2

It is in the interest of the developers to proceed with the platting process so that improvements may be underway at the earliest possible date. It is further the desire of the developers to be under construction with residential development if possible by mid 1972.

If we can provide additional information which will further expedite this development, please do not hesitate to contact us.

Respectfully,

OBLINGER - SMITH CORPORATION

John E. Seeman

John E. Seeman, Landscape Architect

JES:jb

WICHITA-SEDGWICK COUNTY

DATE

November 17, 1971

METROPOLITAN AREA PLANNING DEPARTMENT

TO Robert A. Lakin, Director of Planning
FROM John D. Gist, Principal Planner
SUBJECT Preliminary Development Plan, SW $\frac{1}{4}$ & W $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25
T27S-R2E, generally located north of Harry Street
and east of 143rd Street East.

Attached is a copy of the above referred to Preliminary Development Plan, involving land totaling 240 acres. The land which is under study is comprised of three (3) separate ownerships, and the preliminary plan has progressed to the point that the land planners, O&S, have presented the proposals contained in the drawing which at present affect approximately only the west half of the total site being considered.

Also attached is a copy of a letter to Jack from John Seeman wherein it describes the concept being pursued of providing maximum exposure of the residential development to common open space which in this instance is occupied by flood plain. It also refers to a hydrology study, preliminary sanitary sewer plan and consideration of developing a lagoon type treatment plant which has already taken place with the aid of PEC.

Two (2) copies of the plan have been presented in the nature of a "pre-sketch", without the accompaniment of a Subdivision application. John Seeman at this point desires to obtain the following:

- 1) Approval of concept from M. S. Mitchell as to the approach of "cut and fill" to make maximum utilization of the flood plain areas as common open space, and not straighten channels and provide for drainage in confined rights-of-way.
- 2) Review by MAPD and comments as to concept and general design as presently proposed.
- 3) Indication from the City of Wichita as to their willingness to participate in the applicants petitioning for improvements of streets, sewer and water, including engineering, letting of contracts and assessing to benefit districts.

COPY

Ken Braasted
Done

Colby Sandlin

Jim Olander

Dan Carneg

John Reed -

John Seeman Case

Page 2 - Preliminary Development Plan
November 17, 1971

John Seeman is pursuing #1 contacting Mitchell direct. Jack and I have indicated that we do not have any real concern or quarrel with the concept or general design proposed. In regard to #3, would you check into this matter and discuss with the Manager in hopes that we can give some indication to Mr. Seeman.

JHG:rme

Attachment

cc: Jack H. Galbraith, Chief Planner

WICHITA-SEDGWICK COUNTY

DATE

November 17, 1971

METROPOLITAN AREA PLANNING DEPARTMENT

TO Robert A. Lakin, Director of Planning
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JDG:rme

Attachment

cc: Jack H. Galbraith, Chief Planner

11-19-71

Rec'd. comments from Zabin
on this date & forwarded same
to John Seeman on 11-22-71
which basically are as follows:

1. City Manager might be interested in talking further re City planning commission, re of improvements through petitioning, re
2. If so, might consider Park Rd. needs & desire
to region or dedication for Park Land.
3. aware of application for Park Land.
that application agrees to
exception when legally
irreparable. / 4

November 17, 1971

Robert A. Lakin, Director of Planning

John D. Gist, Principal Planner

Preliminary Development Plan, SW $\frac{1}{4}$ & W $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25
T27S-R2E, generally located north of Harry Street
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Page 2 - Preliminary Development Plan
November 17, 1971

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JDG:rme

Attachment

cc: Jack H. Galbraith, Chief Planner



oblinger-smith corporation

November 8, 1971

Mr. Jack H. Galbraith
Chief Planner
c/o Metropolitan Area Planning Commission
City Building
Wichita, Kansas 67202

Dear Mr. Galbraith:

Please find the enclosed preliminary development plan for properties located on Spring Creek directly south of Springdale Estates, Wichita, Kansas. The development under study is comprised of three (3) separate ownerships located in the southwest 1/4 and west 1/2 of the southeast 1/4, Section 25, Township 27 South - Range 2E.

Considerable time has been spent in coordinating plans to assure compatible high quality single-family development.

A hydrology study has been made by Professional Engineering Consultants and was utilized as a basis for development of the concept.

The proposals strive to provide a maximum exposure of single-family residential sites to open space occupied by the flood plain. From a development standpoint, it has become necessary to increase net buildable area by removing fill material from the flood plain and simultaneously building up portions of the site. This grading operation is intended to better facilitate the movement of flood waters and at the same time enhance the natural character of the site.

A preliminary sanitary sewer plan has been prepared by Professional Engineering Consultants for the purpose of testing the economic feasibility of the proposed development. At this time, the owners are considering the development of a lagoon type treatment plant with the lagoon location indicated on the enclosed plan. Residents in the Springdale Estates have been contacted to investigate their desires to participate in the sewer system, although no affirmative response has been received to date.

Consultants in Planning, Design & Development / 625 First National Bank Bldg., Wichita, Kansas 67202 / AC 316 262-0451
722 University Bldg., Denver, Colorado 80202 / AC 303 825-5445
4948 Cherry, Kansas City, Missouri 64110 / AC 816 756-0256
Quadrangle 232, 2800 Routh, Dallas, Texas 75201 / AC 214 748-4112

Page 2

Having progressed to this point with the preliminary development plan, we are submitting the proposal for your review, in hopes that it may expedite the platting process.

If you find you need additional information, please feel free to call.

Respectfully,

OBLINGER - SMITH CORPORATION

John E. Seeman

John E. Seeman

JES:pj
Enc.

Copy for: John Sest

SCS-CONS-10
Rev. 3-69

SOIL AND WATER CONSERVATION PLAN

TIMBER LAKES
Cooperator



Sedgwick
CONSERVATION DISTRICT

Assisted by
UNITED STATES DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

U.S. GOVERNMENT PRINTING OFFICE 16-72303-4

SCS-228 (8-64)

CONSERVATION PLAN MAP



UNITED STATES DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE
cooperating with

OUR SOIL * OUR STRENGTH

Conservation District _____

Owner _____ Plan No. _____ Date _____

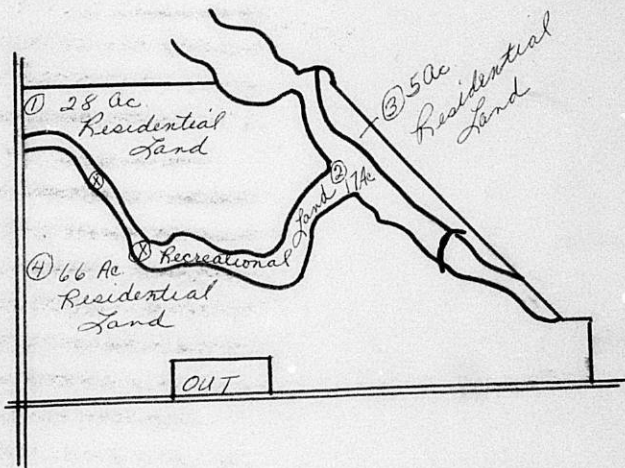
Operator _____ Scale _____ Acres _____

Approximate

County _____

State _____

Photo No. _____



SCS-228 (8-64)



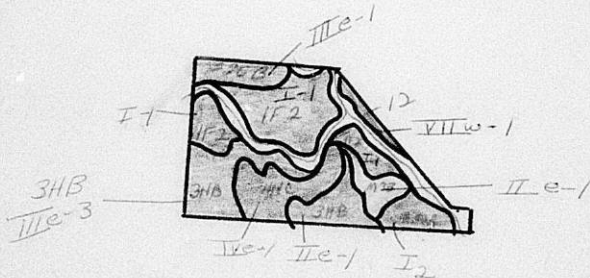
CONSERVATION PLAN MAP

UNITED STATES DEPARTMENT OF AGRICULTURE
cooperating with

SOIL CONSERVATION SERVICE

Owner _____ Conservation District _____
Operator _____ Plan No. _____ Date _____
Scale _____ Acres _____
County _____ State _____ Photo No. _____
Approximate

Soil Capability Map



M3B

Sg. Co.
8/70

Capability Unit IIe-1

This unit consists of gently sloping, deep, well-drained soils of the uplands that have loamy surface layers and loamy subsoils. Available water capacity is high. Permeability is moderate and moderately slow and runoff is medium.

These soils are easily tilled but maintenance of tilth and fertility are required. Soils in this unit have a moderate erosion hazard if cultivated.

Terraces and contour farming will help control erosion on these soils. Good management of crop residues will help prevent erosion, and keep the surface layer in condition to take water readily and work easily. This group of soils is well-suited to all crops commonly grown in the county.

These soils are also well-suited to native and tame perennial grasses, trees for windbreaks, and development of wildlife habitat.

Farnum, Milan, Minco, Norge and Vanoss, 1 to 3 percent slopes
Ost, Farnum-Shellabarger complex, 1 to 3 percent slopes

F26B

Sg. Co.
8/70

Capability Unit IIIe-1

This unit consist of gently sloping, deep, moderately well and well drained soils of the uplands with loamy and clayey surface layers and clayey subsoils. Available water capacity is high and permeability is very slow. Runoff is medium.

The soils in this unit are difficult to till. They tend to crust and crack when dry and are sticky when moist. Good tilth is difficult to maintain. Management is needed to maintain soil structure and fertility, as well as increase the intake of water. Water erosion is a problem and wind erosion may be a problem if these soils are left in a bare condition.

Terraces and contour farming will help control erosion when these soils are cultivated. Deep rooted legumes and good management of crop residues will reduce wind and water erosion, reduce surface crusting, improve water intake and maintain good soil tilth.

Wheat, sorghums, alfalfa and soybeans are the principal crops grown on these soils. Soils in this unit are also suited to native and perennial tame grasses, trees for windbreaks and development of wildlife habitat.

Goessel, Irwin, Kirkland, Tabler, 1 to 3 percent slopes

M32A
Capability Unit I-2

Sg. Co.
7/70

This unit consist of nearly level, deep soils of the uplands that have loamy surface layers and loamy to clayey subsoils. Available water capacity is high. Permeability is slow to moderate. Soils in this unit are well and moderately well drained and have slow runoff.

These soils are easily tilled and maintenance of tilth and fertility are the principal management problems.

Any crop that produces sufficient vegetative growth can be grown continuously, if the crop residues are returned to the soil. A winter cover crop is needed after silage crops are harvested or after harvesting other crops that leave little residue.

Soils in this group are well-suited to all crops commonly grown in the county. Wheat, sorghums and alfalfa are the principal crops. Orchards are suited on the more friable soils in this unit.

Soils in this unit are also well-suited to tame and native perennial grasses, trees for windbreaks, and development of wildlife habitat.

Farnum, Norge, Vanoss, Bethany, 0 to 1 percent slopes

1F2
Capability Unit I-1

Sg. Co.
7/70

This unit consist of nearly level and deep soils of the bottom lands that have loamy surface layers and loamy and clayey subsoils. Available water capacity is high. Permeability is slow to moderate. Soils in this unit are well and moderately well drained and have slow runoff.

These soils are easily tilled and maintenance of tilth and fertility are the main management problems.

Soils in this group are well suited to all crops commonly grown in the county. Wheat, sorghums and alfalfa are the principal crops. Orchards are suited to the more friable soils in this unit.

Any crop that produces sufficient vegetative growth can be grown continuously, if the crop residues are returned to the soil. A winter cover crop is needed after silage crops are harvested or after harvesting other crops that leave little residue.

Soils in this unit are also well-suited to tame and native perennial grasses, trees for windbreaks, and development of wildlife habitat.

Dale, Detroit, Fort, and Brewer

4HC

Sg. Co.
8/70



Capability Unit IVe-1

This unit consists of sloping, moderately deep, well drained soils of the uplands. They have clayey and loamy surface layers and clayey subsoils that are underlain by shale at depths of about 30 inches. Available water capacity is low and permeability is slow and very slow. Runoff is rapid.

Soils in this unit have a severe water erosion hazard. Good tilth is difficult to maintain, especially in eroded areas where tillage extends into the clayey subsoil. The soils form crusts and crack when dry and become sticky when wet. Tillage must be done at the proper moisture content. Control of erosion, maintenance of soil tilth and droughtiness are the main problems with this group of soils.

Terraces and contour farming will help control erosion. Good management of crop residues will aid in controlling erosion, conserve moisture, and help keep the surface layer in condition to take water and improve soil tilth.

These soils are suited to most crops commonly grown in the county. Yields of alfalfa and other summer maturing crops are often suppressed because of limited available water capacity.

Soils in this unit are also suited to native and tame perennial grasses, trees for windbreaks and development of wildlife habitat.

Renfrow, ~~Rosehill~~, Clime, 3 to 6 percent slopes
Renfrow-Vernon soils, 4 to 8 percent slopes

3HB

Sg. Co.
8/70

Capability Unit IIIe-3

This unit consists of gently sloping, moderately deep, well drained soils of the uplands. that have clayey and loamy surface layers and clayey subsoils that are underlain by shale at depth of about 30 inches. Available water capacity is low and permeability is slow and very slow. Runoff is medium to rapid.

The soils in this unit are difficult to till. Good tilth is difficult to maintain, especially in eroded areas where tillage extends into the clayey subsoil. The soils form crusts and crack when dry and become sticky when wet. Tillage must be done at the proper moisture content. Control of erosion, maintenance of soil tilth and droughtiness are the main problems with this group of soils.


Terraces and contour farming will help control erosion. Good management of crop residue will aid in controlling erosion and help keep the surface layer in condition to take water and improve soil tilth.

These soils are suited to most crops commonly grown in the county. Alfalfa and other summer maturing crop yields are often suppressed because of the limited available water capacity.

These soils are also suited to native and tame perennial grasses, trees for windbreaks and development of wildlife habitat.

~~Clime~~, Renfrow, Rosehill, Renfrow-Vernon, 1 to 4 percent slopes

12

 This land type consists of nearly level and gently sloping, deep, well drained and moderately well drained soils of the bottomlands. They have loamy and clayey surface layers and subsoils. The available water capacity and clayey well drained soils of the bottomlands. frequent flooding is moderate to high. Soils in this unit are subject to interrupt the land areas. Due to the frequency of flooding these soils are not suited to cultivation. However, they are very productive if used for range, woodland, trees for shelterbelts and wildlife habitat.

Capability Unit

~~VI~~ w-1

Sg. Co.
8/70

Clayey Alluvial land

CONSERVATION PLAN MAP LEGEND

	Existing	Planned
Farm, ranch or other operations boundary.....		
Field or land use boundary.....		
Land capability, range or woodland site boundary.....		
Range condition boundary.....		
Range site.....	<u>Loamy Upland</u>	
Range condition.....	EC, GC, FC, PC,	
Farmstead.....	H	
Field number.....	②	
Field acreage.....	320 Ac.	
Vegetative waterway.....		
Special purpose plantings (label).....		
Fence to be removed.....		
Fence.....		
Pipeline.....		
Overhead power transmission lines.....		
Irrigation ditch.....		
Diversion.....		
Drainage or open drain.....		
Terrace.....		
Stock pond.....		
Windmill and trough.....		
Picnic shelter.....		
Tent site.....		
Toilet.....		
Boat ramp.....		

Note: Refer to "Standard Map Symbols" issued August 1969 for additional symbols that may be needed on Conservation Plan Maps.

DESCRIPTIONS FOR RANGE SITES AND WOODLAND SUITABILITY GROUPS



Sedgwick County Soil Conservation District

3147 Maple (Maple Villa)

Wichita, Kansas

Telephone WH--3-9471

FARMER-DISTRICT COOPERATIVE AGREEMENT

No. 3876

I understand the purpose of our Soil Conservation District, its objectives, and program. I intend to use my land within its capabilities and treat it according to its needs and to this end I enter into the following agreement with the Soil Conservation District.

I agree to develop as rapidly as feasible a basic conservation plan for my farm; to comply with State laws governing the appropriation and disposal of water; to maintain as best I can all structures and to use all other conservation measures put into effect on my land; and to inform the District and any persons furnishing technical assistance to the district as well as equipment operators of the location of any known buried pipelines or communication cables.

The District agrees to supply a land capability inventory of my farm; to supply as soon as possible a guide for needed treatment by alternative land use for each land capability unit; to make available technical assistance to help prepare and apply a basic conservation plan for my farm; and to furnish equipment and materials, if available, for conservation use.

It is mutually agreed that neither the District nor I will be liable for damage on the other's property while the conservation measures are being carried out unless such damage is caused by negligence or misconduct; that in the event of sale of the farm neither I nor the new owner will be under any obligation to carry out the provisions of this agreement; and that help received from the District will be dependent upon the amount of assistance the District has to offer.

This agreement shall start on the date of the last signature to it. If not ended before, it will be in effect until It will then be automatically renewed from year to year unless the District or I agree by written notice to the contrary, at least 60 days before any termination date.

Legal Description: In Section 25-27-2E Acres: 116

SIGNATURES

Timber Lakes Estates
s/ Kenneth P. Brasted II
s/ David H. Brasted

Owner's Name	Date	Operator's Name	Date
s/ James B. Olander			
230 South Market			
Wichita Address	Phone	Address	Phone

FOR THE SEDGWICK COUNTY SOIL CONSERVATION DISTRICT

s/ Roger Lemon

9/5/72

Supervisor

Date

RECORD OF COOPERATOR'S DECISIONS
AND PROGRESS IN APPLICATION

COOPERATOR Timber Lakes
ASSISTED BY Guy Moorefield
DATE _____

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GPO : 1971 O - 446-340

FIELD NO.	PLANNED		APPLIED		LAND USE AND TREATMENT
	AMOUNT	YEAR	AMOUNT	MONTH AND YEAR	
					It should be worked into the soil with a disk or harrow.
					SEEDING DATES: Seed between September 5 and October 10 or December 10 and January 30.
2	14 acres				RECREATIONAL LAND TO BE TREATED This area will consist of a spring fed lake created by extensive excavation and a concrete drop spillway dam as previously described. A lake has existed here for many years. It is being cleaned out, deepened and enlarged. The dirt will be used as fill material on Residential Land. The disturbed and/or new bank areas to be above water will be seeded to Ky-31 Pescue as described for the Residential Land. There are lake side and odd areas where species of woody vegetation add to the pleasantness of the landscape. Some adapted shrubs are Russian and Autumn Olive, Cotoneaster, Multi-flora Rose, Spirea, Wild Plums,

