

PLAT NO. S/D 76-50 MAP NO. 6446 Book 3: G-14-B&C

NAME TIMBER LAKES ESTATES 2ND ADDITION

LOCATION: West side of 151st St. East in an area
north of Harry

ENGINEER Oblinger-Smith Corporation (Gary Wiley)

OWNER Car-Ree Enterprises

APPLICATION FILED 5-26-76

SKETCH PLAT FILED 5-26-76

PRELIMINARY FILED 7-19-76

S/D ACTION 7-29-76 approved

FINAL FILED 10-8-76

S/D ACTION 10-21-76 approved

MAPC ACTION 10-28-76 approved

BCC ACTION 5-10-77 approved

RECORDED May 24, 1977

REMARKS 10761

S/D 76-50 - TIMBER LAKES ESTATES
2ND ADDITION - West side of 151st
St. East in an area north of
Harry, by Oblinger-Smith Corp.

POSTED
6-1-76
[Signature]

ACTION

	DATE
SD COMMITTEE (Belton) <i>approved</i>	<i>7-29-76</i>
SD (Gene) <i>approved</i>	<i>10-2-76</i>
M.A.P.C. <i>Approved</i>	<i>10-28-76</i>
B.C.C./B. CO. C. <i>Approved</i>	<i>5-10-77</i>

Book 3: G-14-B&C

Subdivision Report and Progress

Map No. 6446
Sec. No. 25
Twp. No. 27
Range 2E

S/D No.: 76-50

Name: TIMBER LAKES ESTATES 2ND ADDITION

General Location: West side of 151st St. East in an area north of Harry

Owner: Car-Ree Enterprises Phone: 686-7314
Address: 6572 E. Central, 67206
Subdivider: Daniel M. Carney Phone: 686-7314
Address: 6572 E. Central, 67206
Engineer/Surveyor: Oblinger-Smith Corporation (Gary Wiley)
Address: 625 First National Bank Bldg. 67202 Phone: 262-0451

ALSO P.E.C. - prepare final plat

Application Received 5-26-76
Conf. with Applicant _____
Sketch Plat Received 5-26-76
Present Zoning R-1
Proposed Zoning R-1 & AA
Letter of Intent _____

FINAL PLAT RECEIVED 10-8-76
S/D Comm. Action 10-21-76 approved

Dept. Report on Final _____
M.A.P.C. ACTION 10-28-76 approved
Dept. Report on Final _____
Letter on Irons Received _____
Title/Taxes Rec'd & Reviewed _____
Final Review _____
Referral to B.C.C. _____

PREL. PLAT RECEIVED 7-19-76
S/D Comm. Action 7-29-76 approved
Dept. Report on Prel. 7-30-76

B.C.C. ACTION 5/10/77 approved
Recorded 5-24-77

TRACING PROGRESS:

Received _____
Released _____
Received _____
Released _____

Comments:

5-26-76 *Sketch plat sent to: Hamilton, McKealey, Mitchell, McLeod see memo*
Comments requested by 6-3-76

existing treatment plant not large enough to serve these lots additional lots access granted on 15th and 50' 1/2 row

TIMBER LAKES ESTATES 2ND ADDITION

Ray W. McCrea, Trustee
Minneha Township
11148 E. Harry
Wichita, Ks. 67207

8-25-77 *S/D Committee recommended that "Twisted Oak Circle" be changed to "Pin Oak Circle" see OR 77-22*

Ron Nantz billing Car-Ree
267-2217

REGISTER OF DEEDS

SEDGWICK COUNTY, KANSAS

TIMBER LAKES ESTATES 2nd ADDITION was
filed for record on May 24, 1977

Ray W. McCrea
Register Of Deeds



COUNTY OF SEDGWICK
DEPARTMENT OF PUBLIC WORKS

1018 STILLWELL
WICHITA, KANSAS 67213

PHONE 268-7801

SEDGWICK COUNTY COURTHOUSE

G. C. MCLURE, JR., P. E.
COUNTY ENGINEER/DIRECTOR OF PUBLIC WORKS

DATE: March 28, 1979
TO: Dorothy K. White, County Clerk
ATTENTION: Dorothy Peil, Deputy County Clerk
FROM: Brent E. Rensberg, P.E., Chief Engineer
SUBJECT: Timberlakes Estates III sidewalk guarantees

Enclosed, please find the letters of credit guaranteeing the construction of sidewalks in Timberlakes Estates Third Addition. These overlap with a prior letter of credit for Timberlakes Estates Second Addition, that may now be released.

We will notify you by letter when these new guarantees may be released.

c.c. Curtis Newby



*Note: See Springdale East
add file for drawing
of approved streets*

April 21, 1978

Gary Wiley
Professional Engineering Consultants
1440 East English
Wichita, Kansas 67211

Re: Street paving widths for streets in Timber Lakes Estates
2nd and 3rd Addition, Springdale East and Arbor Lakes Estates

Dear Gary:

At their regular meeting of April 20, 1978, the Subdivision Committee of the Planning Commission considered the requested reductions in street paving widths in the above referred to subdivisions. The action of the Committee was to approve the pavement widths as presented on the submitted drawings with the exception of Bower Drive in the Arbor Lakes Addition which shall remain at the 35 foot paving width.

In order for the streets which were approved for the 29 foot paving width to be developed it will be necessary for you to submit 2 copies of a plan designating on which side of the 29 foot streets parking will be permitted since parking is permitted on only one side of the 29 foot street. Also, the property owner will have to submit 2 copies of a restrictive covenant assuring that 4 off street parking spaces will be provided on each lot adjoining the 29 foot street. The plans and covenant will need to be submitted prior to issuance of any building permits or actual street construction. We are taking under advisement your concern regarding use of the front yard setback area for parking on lots in the county. If you have any questions concerning this matter, please call.

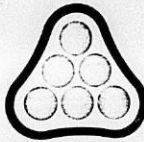
Sincerely,

Curtis L. Newby
Junior Planner

CLN:et
cc:
Dean Sellers

DIRECTORS

C. O. KNOP, P.E.
R. B. FEUGH, P.E.
C. J. FREUND, P.E.
W. H. KELTNER, P.E.
R. D. FLETCHER, P.E.
F. D. MIDDLETON, JR., P.E.
J. L. MARTIN, P.E.
K. R. HORNER, P.E.



**PROFESSIONAL
ENGINEERING
CONSULTANTS**
PROFESSIONAL ASSOCIATION

March 22, 1978

Mr. Curtis L. Newby
Junior Planner
Metropolitan Area Planning Department
City Hall - 455 North Main Street
Wichita, Kansas 67202

Re: Street paving width for streets in
Timber Lakes Estates 2nd and 3rd Addition,
Springdale East, and Arbor Lakes Estates

Dear Curtis:

In order that we might take advantage of the recently adopted street paving width standards, we would request that you schedule the above mentioned subdivisions before the Subdivision Committee at your earliest convenience.

We would propose street paving widths as shown on the attached drawings, without reduction to existing right-of-way widths.

In addition to the above, we would like to discuss the possibility of an amendment to the Sedgwick County Zoning Regulations to allow required off-street parking to occupy a portion of the front yard setback in residential zoned areas. We believe this amendment should be similar to the one recently approved by the City of Wichita.

If you should have any questions, please call.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P. A.

Gary E. Wiley
Gary E. Wiley

GLW:lo

Attachment

1440 EAST ENGLISH
WICHITA, KANSAS 67211
(316) 282-2691

August 1, 1977

Mr. William Keltner
Professional Engineering Consultants
1440 East English
Wichita, Kansas 67211

Re: Request for reconsideration
of street paving requirements
in Timber Lakes Estates 2nd
Addition

Dear Mr. Keltner:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 28, 1977, the above captioned request was considered. The Committee voted to defer action on this request until you have met with the engineer for Springdale East and the two of you can make a joint request for street pavement width on Castle Drive and Springdale Drive.

At such time as an agreement with Springdale East has been reached, please contact us and we will re-schedule this matter for review by the Subdivision Committee.

Sincerely,

Louise Olivarez
Planning Analyst

LO:el

cc: Kenny Hill, Reiss & Goodness, 2160 W. 21st St., 67204

*Planning Dept. was informed in mid-August
that P.E.C. would not pursue this matter
any further.*

L.O.

July 22, 1977

Subdivision Committee

Louise Olivarez, Planning Analyst

Street paving requirements in Timber Lakes Estates
2nd Addition (Item 18 of the Subdivision Committee
agenda for July 28, 1977)

Bill Keltner of Professional Engineering Consultants, engineer for Timber Lakes Estates 2nd Addition, has requested a review by the Subdivision Committee of the street paving requirements in this addition. During review of the preliminary plat on July 29, 1976, it was pointed out by the Planning staff that pavement widths should be 34 feet as established by the Subdivision Regulations since the density of development is greater than one dwelling unit per acre. After considerable discussion, the Subdivision Committee recommended approval of a 29-foot pavement width for the streets west of the proposed collector. All other streets were to be paved 34 feet wide.

In September, a preliminary plat of Springdale East was filed. This subdivision is immediately north of Timber Lakes Estates 2nd. The two subdivisions are connected by the collector street and one local residential street. All streets in Springdale East will be paved to urban standards (34 feet wide).

When the final plat of Timber Lakes Estates 2nd Addition was presented to the Subdivision Committee on October 21, 1976, it was pointed out that the one local residential street which runs continuously through this subdivision and Springdale East should be paved to the 34-foot width. This was made a condition of plat approval as stated in item "P" of the conditions: "Castle Street shall be improved with the conventional street pavement width."

The County has accepted petitions for street paving in Timber Lakes Estates 2nd Addition and the plat has been recorded. The subdivider's engineer is now drawing the actual paving plans for the streets and wishes to design Castle Street (corrected to Castle Drive) to the same standards as the cul-de-sac streets (29-foot pavement width).

Louise Olivarez
Planning Analyst

LO:rme

cc: Dean Sellers, Assistant City Engineer
Chris Brennenstuhl, County Building, Planning & Inspection

WICHITA-SEDGWICK COUNTY

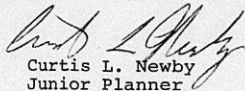
DATE

July 19, 1977

METROPOLITAN AREA PLANNING DEPARTMENT

TO The Files
FROM Curtis L. Newby, Junior Planner
SUBJECT TIMBER LAKES 2ND ADDITION - Cash deposit for sanitary
sewer services.

On this date, July 19, the check for \$2,469.57 from Car-Ree Enterprises, Inc., was released to the County Public Works Department for deposit in the County sewer fund.


Curtis L. Newby
Junior Planner

CLN:rme



MEMO



Newby

TO: WICHITA - SEDGWICK COUNTY
Metropolitan Area Planning Comm.
4155 N. MAIN ST. WICHITA 67208

PROJECT NO. 30-76102-632
PROJECT: TIMBER LAKES
2ND ADDITION

ATTN: CURTIS NEWBY DATE: 7-15-77

COPIES TO:

FROM: GARY WILBY

REFERENCE: PAVING WIDTH FOR
CASTLE STREET

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

CURTIS: Would you schedule Timber Lakes Estates Second Addition for the subdivision committee meeting of July 28, 1977, so that we might clarify the paving width for Castle Street?

June 16, 1977


Bill Stockwell, Chief Planner
Advance Plans
Jack H. Galbraith, Chief Planner
Current Plans

Amendments to the Transportation Plan

During M.A.P.C. consideration of two recent plats, recommendations were made that certain streets be designated as collector streets. These streets are as follows:

1. Clarence Avenue between 45th Street South and 47th Street South;
2. Sagebrush Lane and Zimmerly from the east line of Timber Lakes Estates 2nd Addition to the north line of Timber Lakes Estates 2nd Addition (generally located in the south half of 25-27S- 2E).

Please keep these recommendations in mind when you next revise the Transportation Plan.


Jack H. Galbraith
Chief Planner

JHG:LO:rme

cc: Mike Lindbak, Principal Planner, Advance Plans
Caldwell's First Addition plat file (S/D 76-105)
✓ Timber Lakes Estates 2nd Addition plat file (S/D 76-50)

THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

RESOLUTION PROVIDING PAYMENT LEVELS FOR THAT PORTION OF SUB DISTRICT NO. 1 OF THE EASTERN SEDGWICK COUNTY MAIN SEWER DISTRICT HEREIN REFERRED TO AS TIMBERLAKES-SPRINGDALE JOINT SEWER DISTRICT AND PAYMENT SCHEDULES FOR FUTURE USERS OF THE PRESENT TIMBERLAKES-SPRINGDALE SEWER COLLECTION AND TREATMENT EQUIPMENT AND FUTURE USERS OF EXPANDED TREATMENT FACILITIES

WHEREAS: There has been presented to the Board of County Commissioners of Sedgwick County, Kansas, a petition to expand the boundaries of the existing Timberlakes-Springdale Joint Sewer District as described in Exhibit "A", and incorporate additional lands as described in Exhibit "B" within the boundaries of the Timberlakes-Springdale Joint Sewer District, Sedgwick County, Kansas; and,

WHEREAS, Said Petition has been subscribed to by owners of in excess of fifty-one per cent (51%) of lands to be included within the boundaries of said Joint Sewer District; and,

WHEREAS: The Board of County Commissioners in response to such petition is desirous of arranging for sewerage service for such additional lands and in so doing to equitably spread the appropriate portion of the original Timberlakes-Springdale Sewerage facility costs to the additional lands encompassed within the expanded Timberlake-Springdale Joint Sewer District; and,

WHEREAS, The Board of County Commissioners in order to provide such sewerage service hereby determines that it is necessary to establish and maintain an existing interceptor and land fund and a sewage treatment plant expansion fund;

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, that two separate and distinct escrow trust-agency accounts be established by the Controller and County Treasurer for the intent and purposes stated.

One escrow account, further identified as the Timberlakes-Springdale Joint Sewer District Bond and Interest Fund, shall receive designated lump sum payments as set forth in Exhibit

"B" at the time the final plat is approved by the Metropolitan Area Planning Commission and prior to recording from owners of record of real estate identified on Exhibit "B".

The second escrow account to be identified as the Timberlakes-Springdale sewage plant expansion fund shall receive payments which totals are set forth in Exhibit "B" based on a rate of \$500.00/acre at the time the owner or owners of land to be served shall request construction of (or be authorized to construct) lateral sewer lines to serve any of the areas identified in Exhibit "B". The proportionate amount to be paid (the per acre charge) at any one time shall equal the quotient of the number of lots for which such lateral sewer service is approved for construction divided by the total of the lots in an addition or proposed development multiplied by the per acre total assessment set forth in Exhibit "B". Said fund shall further receive lump sum payments of \$600.00/dwelling unit at the time a building permit is issued for the construction of a dwelling unit.

When the monies specified have been paid and all other terms of this Resolution have been met, lands described in Exhibit "B" are hereby authorized to use the Timberlakes-Springdale Sewage Plant, or its expansion or its replacement subject to such other local rules and regulations as may exist and subject to any State or Federal requirements. Permits for use of the sewage plant under terms of this Resolution shall be for residential purposes only. Any commercial, industrial or public or quasi public use shall be allowed under separate resolution.

BE IT FURTHER RESOLVED:

- 1) All monies shall be paid in cash or by certified check. A receipt shall be issued by the person receiving said money.
- 2) That monies received at platting shall be deposited with the Director of Public Works of Sedgwick County, or his

agent, and a copy of the receipt of money shall be furnished the Wichita-Sedgwick County Metropolitan Area Planning Department prior to the release of the plat.

- 3) That monies to be paid prior to construction of sewer laterals shall be deposited with the Director of Public Works of Sedgwick County or his authorized agent.
- 4) That monies paid at the time of building permits will be paid to the building permit issuing agent who shall deposit same promptly with the County Treasurer.

BE IT FURTHER RESOLVED that monies so paid into said funds may be invested by the County Controller and that any interest earned shall be placed in the fund from which the principal was invested.

BE IT FURTHER RESOLVED that the monies paid to the Timberlakes-Springdale Joint Sewer District Bond and Interest Fund shall be used to reduce the annual assessments for the cost of land, original sewage treatment plant and collection lines (not laterals) which bonds were issued in 1976 made against owners of land in Springdale Addition and Timberlakes Addition. When said special assessments have been paid out, any additional payments made to this fund under the terms of this resolution shall be transferred to the Timberlakes-Springdale sewage plant expansion fund. The Controller shall be responsible for the management of said Bond and Interest fund.

BE IT FURTHER RESOLVED that the Timberlakes-Springdale sewage plant expansion fund shall be used for the purpose of providing sewage treatment facilities for the lands described in Exhibit "B". Such service may be provided by expanding, modifying or replacing the existing Timberlakes-Springdale treatment plant or may be provided by building a new treatment plant downstream. Costs of lines to carry sewage from its present treatment site to such alternate site shall be considered a cost of providing sewage treatment for the purposes of administering this fund.

To expend monies from this fund, the Director of Public Works of

Sedgwick County shall submit to the Board of County Commissioners his recommendation together with comments and recommendations from the Metropolitan Area Planning Department, the Department of Community Health, the State Department of Health and the Environmental Protection Agency. After having such reports, the Board may by Resolution initiate a project or projects to provide additional treatment facilities. Said resolution shall specify the amount of expenditure so authorized and the purpose therefor. Funds may be expended for either engineering and/or construction, equipment, land acquisition or such other items as may be necessary to provide such service.

The monies for the expansion of sewage treatment facilities are based on estimates of best available data and on accepted current engineering practice and design. Inflation or design change criteria or other unforeseen circumstances may necessitate the assessment of said additional costs on the lands involved by the Board of County Commissioners.

BE IT FURTHER RESOLVED that notwithstanding any authorization herein granted to connect the above described lands to the existing disposal plant, if at any time, in the determination of the County Engineer, such plant is in danger of becoming overloaded and possibly becoming a health hazard, the Board of County Commissioners shall have the authority to order cessation of the issuance of any further building permits until such time as expanded or additional treatment facilities are obtained. Any building permits for development on lands described in Exhibit "B" shall be void after 60 days from the date of issuance unless construction (such as foundation or basement) shall have been commenced. Any cessation of construction for more than 30 days shall constitute grounds for revocation of permits.

BE IT FURTHER RESOLVED that a copy of this Order shall be filed in the Office of the Register of Deeds of Sedgwick County, Kansas, as notice of the provisions hereof, and the same shall be binding upon the present owner and any subsequent owners of all or any part of said real estate.

BE IT FURTHER RESOLVES that the County Clerk shall provide notice of the Board of County Commissioners action, as indicated by this

resolution, to owners of record of real estate identified on Exhibit
"B".

BOARD OF COUNTY COMMISSIONERS
SEDGWICK COUNTY, KANSAS

ATTEST:

DOROTHY K. WHITE, COUNTY CLERK

APPROVED AS TO FORM ONLY:

THEODORE H. HILL, COUNTY COUNSELOR

Sub District No. 1 of the Eastern Sedgwick
County Main Sewer District described as:

A tract of land described as beginning at the Southwest corner of the Northeast Quarter (N/4) of Section 35, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence North along the West line of said Northeast Quarter (NE/4) to the Southwest corner of the Southeast Quarter (SE/4) of Section 26, Township 27 South, Range 2 East of the 6th P.M.; thence North along the West line of said Southeast Quarter (SE/4) and extended North along the West line of the Northeast Quarter (NE/4) of said Section 26, to the Southwest corner of the Southeast Quarter (SE/4) of Section 23, Township 27 South, Range 2 East of the 6th P.M.; thence West along the South line of the Southwest Quarter (SW/4) of Section 23, Township 27 South, Range 2 East of the 6th P.M.; to the Southwest corner of the Southwest Quarter (SW/4) of said Section 23; thence North along the West line of said Southwest Quarter (SW/4) of Section 23 to the Northwest corner of said Southwest Quarter (SW/4); thence East along the North line of said Southwest Quarter (SW/4); and the Southeast Quarter (SE/4) of Section 23, Township 27 South, Range 2 East of the 6th P.M.; to the Northwest corner of the Southwest Quarter (SW/4) of Section 24, Township 27 South, Range 2 East of the 6th P.M.; thence South along the West line of the West Half (W/2) of said Southwest Quarter (SW/4) to the North line of the South 10 acres of the West Half (W/2) of said Southwest Quarter (SW/4); thence East along the North line of the South 10 acres of the West Half (W/2) of said Southwest Quarter (SW/4) to the East line of the West Half (W/2) of said Southwest Quarter (SW/4); thence South along the East line of the West Half (W/2) of said Southwest Quarter (SW/4) to the North line of the Northwest Quarter (NW/4) of Section 25, Township 27 South, Range 2 East of the 6th P.M.; thence East along the North line of said Northwest Quarter (NW/4) to the East line of said Northwest Quarter (NW/4); thence South along the East line of said Northwest Quarter (NW/4) to the Northwest corner of the Southeast Quarter (SE/4) of Section 25, Township 27 South, Range 2 East; thence East along

the North line of said Southeast Quarter (SE/4) to the Northeast corner of the Northwest Quarter (NW/4) of said Southeast Quarter (SE/4); thence South along the East line of the Northwest Quarter (NW/4) of said Southeast Quarter (SE/4) to the Northwest corner of the Southeast Quarter (SE/4) of said Southeast Quarter (SE/4); thence East along the North line of the Southeast (SE/4) of said Southeast Quarter (SE/4) to the Northeast corner of the Southeast Quarter (SE/4) of said Southeast Quarter (SE/4); thence South along the East line of the Southeast Quarter (SE/4) of said Southeast Quarter (SE/4) to the Northeast corner of the Northeast Quarter (NE/4) of Section 36, Township 27 South, Range 2 East of the 6th P.M.; thence South along the East line of said Northeast Quarter (NE/4) to the Southeast corner of said Northeast Quarter (NE/4); thence West along the South line of said Northeast Quarter (NE/4) to the Southeast corner of the Northwest Quarter (NW/4) of Section 36, Township 27 South, Range 2 East; thence North along the East line of said Northwest Quarter (NW/4) to the Southeast corner of the Northeast Quarter (NE/4) of said Northwest Quarter (NW/4); thence West along the South line of the Northeast Quarter (NE/4) and the Northwest Quarter (NW/4) of said Northwest Quarter (NW/4) to the Southwest corner of the Northwest Quarter (NW/4) of said Northwest Quarter (NW/4); thence North along the West line of the Northwest Quarter (NW/4) of said Northwest Quarter (NW/4) to the South line of the North 20 acres of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4); of Section 35, Township 27 South, Range 2 East of the 6th P.M.; thence West along the South line of the North 20 acres of the Northeast Quarter (NE/4) of said Northeast Quarter (NE/4) to the Northwest corner of the Southeast Quarter (SE/4) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section 35, Township 27 South, Range 2 East of the 6th P.M.; thence South along the East line of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of said Northeast Quarter (NE/4) to the Southeast corner of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of said Northeast Quarter (NE/4); thence West along the South line of the Southwest Quarter (SW/4)

of the Northeast Quarter (NE/4) of said Northeast Quarter (NE/4)
to the East line of the West Half (W/2) of said Northeast Quarter
(NE/4); thence South along the East line of the West Half (W/2) of
said Northeast Quarter (NE/4) to the South line of said Northeast
Quarter (NE/4); thence West along the South line of said Northeast
Quarter (NE/4) to the point of beginning.

EXHIBIT "B"

The South Half of Section 23-27S-2E, Sedgwick County, Kansas, commonly referred to as the Lusk property

For Bond and Interest Fund	-	\$351.99/acre-Total \$112,636.80
For Treatment Plant Expansion	-	\$500.00/acre-Total \$160,000.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

The South 10 acres of a tract in the W/2 of the SW/4 of Section 24-27-S-2E described as: Beginning at the Southwest corner of the SW/4 of said Section 24, Thence north along the west line 658.3 feet, thence east 1317.8 feet, more or less to a point on the east line of the W/2 of the SW/4 which is 659.8 feet north of the Southeast corner of said W/2 of said SW/4, thence south 659.8 feet, thence west along the south line of said SW/4 to the point of beginning, Sedgwick County, Kansas

For Bond and Interest Fund	-	\$351.99/acre-Total \$3,519.90
For Treatment Plant Expansion	-	\$500.00/acre-Total \$5,000.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

The West Half of the East Half of NW/4 Section 25-27S-2E Sedgwick County, Kansas, commonly referred to as the Robert's property.

For Bond and Interest Fund	-	\$351.99/acre-Total \$15,733.95
For Treatment Plant Expansion	-	\$500.00/acre-Total \$22,350.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

The East Half of the East Half of the NW/4 Section 25-27S-2E Sedgwick County, Kansas, commonly referred to as the Robert's property.

For Bond and Interest Fund	-	\$ 60.23/acre-Total \$2,126.12
For Treatment Plant Expansion	-	\$500.00/acre-Total \$17,650.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

A tract in the SW/4 of Sec 25-27S-2E described as beginning at the NW corner of said SW/4; thence east along the north line of said SW/4, 1065 feet; thence with an angle to the right of 89° 00' 00" a distance of 500 feet; thence with an angle to the left of 50° 00' 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 NW corner of said SW/4 thence west parallel with the north line of said SW/4 1356.8 feet to the west line of said SW/4; thence north 771.03 feet to the place of beginning, Sedgwick County, Kansas, commonly referred to as the Carney property

For Bond and Interest Fund	-	\$351.99/acre-Total \$7,039.80
For Treatment Plant Expansion	-	\$500.00/acre-Total \$10,000.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

The NW/4 of Section 26-27S-2E, Sedgwick County, Kansas, commonly referred to as the Chisholm property.

For Bond and Interest Fund	-	\$351.99/acre-Total \$56,318.40
For Treatment Plant Expansion	-	\$500.00/acre-Total \$80,000.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

The SE/4 of Section 26-27S-2E, Sedgwick County, Kansas, presently owned by Casado-McKay and others.

For Bond and Interest Fund	-	\$327.74/acre-Total \$52,438.40
For Treatment Plant Expansion	-	\$500.00/acre-Total \$80,000.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

The West Half of the NE/4 of Section 35-27S-2E, the West Half of the NE/4 of the NE/4 of Section 35-27S-2E, and the NE/4 of the NE/4 of the NE/4 of Section 35-27S-2E, Sedgwick County, Kansas, presently owned by Major Realty and others.

For Bond and Interest Fund	-	\$327.74/acre-Total \$36,051.40
For Treatment Plant Expansion	-	\$500.00/acre-Total \$55,000.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

The NW/4 of the NW/4 of Section 36-27S-2E, Sedgwick County, Kansas, commonly referred to as the Carney-Wayman property.

For Bond and Interest Fund	-	\$ 60.23-Total \$2,409.20
For Treatment Plant Expansion	-	\$500.00/acre-Total \$20,000.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

The NE/4 of the NW/4 of Section 36-27S-2E, the NW/4 of the NE/4 of Section 36-27S-2E, and the South Half of the NE/4 of Section 36-27S-2E, Sedgwick County, Kansas, commonly referred to as Arbor Lakes.

For Bond and Interest Fund	-	\$ 60.23/acre-Total \$9,636.80
For Treatment Plant Expansion	-	\$500.00/acre-Total \$80,000.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

The NE/4 of the NE/4 of Section 36-27S-2E, Sedgwick County, Kansas.

For Bond and Interest Fund	-	\$ 60.23/acre-Total \$2,409.20
For Treatment Plant Expansion	-	\$500.00/acre-Total \$20,000.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

The SE/4 of the SE/4 of Section 25-27S-2E, Sedgwick County, Kansas.

For Bond and Interests Fund	-	\$ 60.23/acre-Total \$2,409.20
For Treatment Plant Expansion	-	\$500.00/acre-Total \$20,000.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

Approximately 3.5 acres in the South Half of SW/4 of Section 25-27S-2E described as: Beginning at a point on the South line of the SW/4 of Section 25-27S-2E, 849.69 feet east of the Southwest corner of said SW/4; thence north parallel with the East line of said SW/4, 218 feet; thence east parallel with the South line of the SW/4, 756 feet; thence south parallel with the West line of the SE/4 of the SW/4, 218 feet to the South line of the SW/4; thence west along the South line of said SW/4, 756 feet to the point of beginning, Sedgwick County, Kansas commonly referred to as Church and Cemetery.

For Bond and Interest	-	\$327.74/acre-Total \$1,147.09
For Treatment Plant Expansion	-	\$500.00/acre-Total \$1,750.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

Timberlakes Estates 2nd Addition in the NE/4 of the SW/4 of Section 25-27S-2E described as: Beginning at a point in the North line and 136 feet west of the Northeast corner of the SW/4 of Section 25-27S-2E; thence south parallel to and 136 feet from the East line of said SW/4, bearing S 0° 06' 33" a distance of 653.68 feet, to the P.C. of a curve to the left; thence along said curve to the left, having a radius of 228 feet and through a central angle of 48° 33' 03" a distance of 193.20 feet; thence bearing S 48° 26' 30" E a distance of 78.62 feet to a point in the East line and 876.85 feet south of the NE corner of said SW/4; thence bearing S 48° 26' 30" E a distance of 114.56 feet to the P.C. of a curve to the left; thence along said curve to the left having a radius of 228 feet and through a central angle of 41° 30' 00" a distance of 165.14 feet; thence bearing S 89° 56' 30" E a distance of 1086.49 feet to a point in the East line and 1010 feet south of the Northeast corner of the W/2 of the SE/4 of said Section 25; thence south along the East line of said SE/4 bearing S 0° 02' 31" a distance of 248.79 feet; thence bearing N 39° 51' 30" W a distance of 950 feet; thence bearing S 0° 08' 30" W a distance of 864.31 feet, to a point in the Northerly line of Timberlakes Estates, an Addition to Sedgwick County, Kansas; thence along said Northerly line bearing N 45° 00' 00" W a distance of 78.77 feet; thence bearing N 65° 00' 00" W a distance of 350 feet to a point in the East line and 1918.49 feet south of the NE corner of the SW/4 of said Section 25; thence bearing N 47° 01' 39" W a distance of 915.74 feet; thence bearing N 47° 00' 00" W a distance of 220 feet; thence bearing N 21° 00' 00" W a distance of 400 feet; thence bearing N 82° 00' 00" W a distance of 320 feet; thence bearing N 51° 00' 00" W a distance of 360.07 feet; thence bearing north 1° 00' 00" a distance of 500 feet; to a point in the North line of the SW/4 of Section 25;

thence along said North line and bearing S 89° 59' 26" E a distance of 1447.37 feet to the point of beginning, Sedgwick County, Kansas

For Bond and Interest Fund	-	\$ 60.23/acre - Total \$2,469.43
For Treatment Plant Expansion	-	\$500.00/acre - Total \$20,500.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

Timberlakes Estates 3rd Addition in the NW/4 of the SE/4 of Section 25-27S-2E described as: Beginning at the Northeast corner of the West Half of the SE/4 of Section 25-27S-2E; thence south along the East line of the West Half of said SE/4 bearing S 0° 02' 31" W a distance of 1010 feet; thence bearing N 89° 56' 30" W a distance of 1086.49 feet to the P.C. of a curve to the right; thence along said curve to the right, having a radius of 228 feet and through a central angle of 41° 30' 00" a distance of 165.14 feet; thence bearing N 48° 26' 30" W a distance of 114.56 feet to a point on the West line and 876.85 feet south of the Northwest corner of said SE/4; thence bearing N 48° 26' 30" W a distance of 78.62 feet to the P.C. of curve to right; thence along said curve to the right, having a radius of 228 feet and through a central angle of 48° 33' 03" a distance of 193.20 feet; thence parallel to and 136 feet west of the West line of said SE/4, bearing N 0° 06' 33" E a distance of 653.68 feet to a point on the North line of the SW/4 of said Section 25; thence bearing S 89° 59' 26" E along the North line of the SW/4 of said Section 25 a distance of 136 feet to the center of said Section 25; thence bearing S 89° 56' 30" E along the North line of the SE/4 of Section 25 a distance of 1322.30 feet to the point of beginning, Sedgwick County, Kansas

For Bond and Interest Fund	-	\$ 60.23/acre - Total \$2,650.12
For Treatment Plant Expansion	-	\$500.00/acre - Total \$22,000.00
For Treatment Plant Expansion	-	\$600.00/dwelling unit

For purposes of administering the resolution of which this exhibit is a part, the total dollar figure set out in this exhibit shall be controlling.

RICHARD A. RENDER
ALBERT L. KAMAS
RONALD L. NIETO
JAMES B. ZONGKER
DANIEL J. SEVART
ROSS A. HOLLANDER

LAW OFFICES
RENDER & KAMAS

612 DOUGLAS BUILDING
WICHITA, KANSAS 67202
316-267-2212

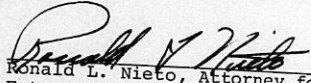
NANCY J. MARSHALL PLS
JANET L. KINSLEY PLS

May 25, 1977



TO: Robert A. Lakin, Director of Planning
FROM: Ronald L. Nieto
RE: Timber Lakes-Springdale Joint Sewer
District and Car-Ree Enterprises, Inc.

Attached is copy of Resolution rescinding agreement for temporary use of sewage treatment plant between Board of County Commissioners of Sedgwick County, Kansas, Acting as the Governing Body of the Timber Lakes-Springdale Joint Sewer District and Car-Ree Enterprises, Inc., dated the 30th day of March, 1977.


Ronald L. Nieto, Attorney for Car-Ree
Enterprises, Inc.

cc: G. C. McClure, Jr., County Engineer, Public Works
A. J. Harkness, County Public Works
Daniel M. Carney
James Aiken, Environmental Health
William H. Keltner, Professional Engineering Consultants
William P. Timmerman, Attorney and Board Counsel

RLN:jk

THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS
ACTING AS THE GOVERNING BODY OF THE TIMBER LAKES-SPRINGDALE
JOINT SEWER DISTRICT

RESOLUTION PROVIDING FOR THE MUTUAL
TERMINATION OF AN AGREEMENT FOR
TEMPORARY USE OF SEWAGE TREATMENT
PLANT BETWEEN THE BOARD OF COUNTY
COMMISSIONERS OF SEDGWICK COUNTY,
KANSAS, ACTING AS THE GOVERNING BODY
OF THE TIMBER LAKES-SPRINGDALE JOINT
SEWER DISTRICT AND CAR-REE ENTERPRISES,
INC., DATED THE 30th DAY OF MARCH, 1977.

WHEREAS: The Board of County Commissioners of Sedgwick County,
Kansas, acting as the Governing Body of the Timber Lakes-Springdale
Joint Sewer District, and Car-Ree Enterprises, Inc., have heretofore
entered into an Agreement for Temporary Use of Sewage Treatment Plant,
dated the 30th day of March, 1977; and


WHEREAS: Subsequently, more comprehensive arrangements have been
made concerning the use of the existing sewage treatment plant owned
by the said Joint Sewer District, and an orderly future development
of the Sewage Treatment Plant; and

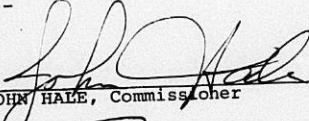
WHEREAS: It is in the best interests of the said Joint Sewer District
and Car-Ree Enterprises, Inc., and in furtherance of the general plan
for orderly development that said Agreement dated the 30th day of
March, 1977, be mutually terminated.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
SEDGWICK COUNTY, KANSAS, ACTING AS THE GOVERNING BODY OF THE TIMBER LAKES
SPRINGDALE JOINT SEWER DISTRICT: That the certain Agreement for
Temporary Use of Sewage Treatment Plant between the Board of County
Commissioners of Sedgwick County, Kansas, Acting as the Governing Body
of the Timber Lakes-Springdale Joint Sewer District, and Car-Ree
Enterprises, Inc., dated the 30th day of March, 1977, be terminated by
execution of the Agreement to Terminate Contract attached hereto.

BOARD OF COUNTY COMMISSIONERS OF
SEDGWICK COUNTY, KANSAS, ACTING AS
THE GOVERNING BODY OF THE TIMBER LAKES-
SPRINGDALE JOINT SEWER DISTRICT

By:


TOM SCOTT, Chairman



JOHN HALE, Commissioner



EVERETT PATRICK, Commissioner

ATTEST:

DOROTHY K. WHITE, County Clerk

APPROVED AS TO FORM ONLY:

THEODORE H. HILL, County Counselor

AGREEMENT TO TERMINATE CONTRACT

THIS AGREEMENT TO TERMINATE CONTRACT made the ____ day of _____, 1977, between The Board of County Commissioners of Sedgwick County, Kansas, Acting as the Governing Body of the Timber Lakes-Springdale Joint Sewer District, and Car-Ree Enterprises, Inc.

1. This Agreement to Terminate a Contract concerns the Contract made between the above mentioned parties on the 30th day of March, 1977, involving the temporary use of the existing sewage treatment plant owned and operated by the Timber Lakes-Springdale Joint Sewer District.
2. The parties hereby mutually understand and agree that the subject contract is to be terminated, rescinded and cancelled as of May 25, 1977, it being agreed that provisions regarding notice in such contract, if any, are hereby waived by the parties hereto.
3. Acknowledgment and agreement to the foregoing termination, rescission and cancellation will be evidenced by the parties signatures below.

IN WITNESS WHEREOF, the parties have executed this Agreement to Terminate a Contract at Wichita, Kansas, the day and year first above written.

ATTEST:

DOROTHY K. WHITE,
County Clerk

APPROVED AS TO FORM ONLY:

THEODORE H. HILL,
County Counselor

BOARD OF COUNTY COMMISSIONERS OF
SEDGWICK COUNTY, KANSAS, ACTING AS
THE GOVERNING BODY OF THE TIMBER LAKES-
SPRINGDALE JOINT SEWER DISTRICT

By:

Tom Scott
TOM SCOTT, Chairman

John Hale
JOHN HALE, Commissioner

Everett Patrick
EVERETT PATRICK, Commissioner

CAR-REE ENTERPRISES, INC.

By Daniel M. Carney
Daniel M. Carney,
Vice President and Secretary

May 24, 1977

Donald C. Gisick, City Clerk

Curtis L. Newby, Junior Planner

Restrictive Covenants associated with S/D 76-50 - Timber
Lakes Estates 2nd Addition.

On May 10, 1977, the Board of City Commissioners approved the above referred to plat. Attached herewith are a set of restrictive covenants which are also associated with the plat and which need to be recorded with the Register of Deeds and the recording cost billed to the applicant, Car-Ree Enterprises, 6572 East Central, 67206. No formal action is required by the governing body regarding these covenants. If you have any questions concerning this matter, please call.

Curtis L. Newby
Junior Planner

CLN:zme
Attachment

LAW OFFICES
RENDER & KAMAS

612 DOUGLAS BUILDING
WICHITA, KANSAS 67202
316-267-2212

RICHARD A. RENDER
ALBERT L. KAMAS
RONALD L. NIETO
JAMES B. ZONGKER
DANIEL J. SEVART
ROSS A. HOLLANDER

NANCY J. MARSHALL PLS
JANET L. KINSLEY PLS

May 23, 1977

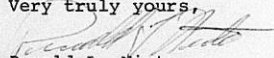
Mr. Curtis Newby
Metropolitan Area Planning Commission
City of Wichita
455 North Main
Wichita, Kansas 67202

Re: Timber Lakes Estates Second Addition,
Sedgwick County, Kansas

Dear Mr. Newby:

Attached is declaration of covenants and restrictions of Timber Lakes
Estates Second Addition, Sedgwick County, Kansas, for your files.

Very truly yours,


Ronald L. Nieto
of RENDER & KAMAS

RLN:jk
Encl.

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

The undersigned, hereinafter referred to as "Declarant" being the owner of that certain real property subject to this Declaration, DO HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DO HEREBY DECLARE, FIX AND ESTABLISH the covenants, 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 Second 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.

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ARTICLE II - DEFINITIONS (Continued)

OWNER:

Any person or persons who own a residence site in fee simple in any part of Timber Lakes Estates Second 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 or 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.

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, house trailer, 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.

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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.

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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 provision 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.

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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.

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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 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.

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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, 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.

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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.

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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, Declarant has caused this Declaration to be executed this 18th day of ^{May} April, 1977.

CAR-REE ENTERPRISES, INC.

By Daniel M. Carney
Daniel M. Carney, Vice President

ATTEST:

Daniel M. Carney
Secretary

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED that on this 18th day of ^{May} April, 1977, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Daniel M. Carney, Vice President of Car-Ree Enterprises, Inc., a corporation of the State of Kansas, personally known to me to be such officer, and 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.

Kenneth Jarus
NOTARY PUBLIC

My Commission Expires:

September 25, 1978



May 25, 1977

Mr. Daniel M. Carney
Car-Ree Enterprises
6572 East Central
Wichita, Kansas 67206

Re: S/D 76-50 - TIMBER LAKES
ESTATES 2ND ADDITION

Dear Mr. Carney:

This is to acknowledge receipt of the check for \$2,469.57 submitted as part of the agreement for expansion of the sewage treatment plant. The check has been placed in the City Treasurer's safe until such time as the County has established an appropriate account for the handling of the money. Said check was received by our office on May 16, 1977.

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

Sincerely,

Curtis I. Newby
Junior Planner

CLN:rme

WICHITA-SEDGWICK COUNTY

DATE May 16, 1977

METROPOLITAN AREA PLANNING DEPARTMENT

TO Files
FROM Robert A. Lakin, Director of Planning
SUBJECT S/D 76-50 - Timberlakes Estate 2nd Addition

File reading
J. L.

Based on the oral commitment for Car-Ree to adopt a resolution discussed on May 12th jointly by landowners in the area, including Car-Ree and the County staff (both Carney and Nieto being present) and based on the fact that an order dated April 13, 1977, and an agreement is in existence by the County and Car-Ree, it has been agreed by Hill and myself that this constitutes sufficient guarantees for the expansion of the sewer treatment plant on behalf of this plat only to justify releasing the plat for recording. Staff is hereby authorized to release the tracing at such time as all other items normal and appropriate to the plat have been adequately taken care of and proof of payment of the buy-in cost to the County of \$2,469.57. Nieto will deliver the check to us. We are to issue a receipt to him acknowledging that we have it. Please take that check to the City Treasurer's office, place it in an envelope for safekeeping in the vault. Do not cash or place into a trust account. As soon as the special accounts are set up for this item at the County we will deliver to the County Public Works for deposit in those new trust accounts.

Robert A. Lakin
Robert A. Lakin, Director of Planning

RAL:ew

*Note: Check for \$2,469.57 received on 5-16-77.
Check has been placed in City Treasurer's safe
until an account has been established by the
County for handling of this money.*

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 76-50 Name TIMBER LAKES ESTATES 2ND ADDITION
Application & Sketch Filed: 5-26-76
Preliminary Plat Filed: 7-19-76 Approved by S/D: 7-29-76
Final Plat Filed: 10-8-76 Approved by S/D: 10-21-76
Approved by Metropolitan Area Planning Commission: 10-28-76

DESCRIPTION

General Location: In an area north of Harry and east of 143rd Street East.

Surveyor or Engineer: Professional Engineering Consultants
Owner: Car-Ree Enterprises
Address: 6572 E. Central, 67206

- | | | |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1. Gross Acreage of Plat <u>56.1</u> | 6. Access Control | None required |
| 2. Number of Lots: | St. _____ | No. Openings _____ |
| Residential <u>38</u> | St. _____ | No. Openings _____ |
| Commercial _____ | St. _____ | No. Openings _____ |
| Industrial _____ | 7. Req'd Improvements | |
| Other _____ | St. Paving reqd. _____ | Water reqd. _____ |
| Total Number of Lots: <u>38</u> | Sidewalk reqd. _____ | Drainage reqd. _____ |
| 3. Minimum Lot Area: <u>0.46</u> Acres | Sewer reqd. _____ | Other _____ |
| 4. Existing Zoning <u>R-1</u> | | |
| 5. Special Problems Discussed | <u>The Planning Commission recommends that no sidewalks be required on Cascle, Zimmerly Ct. and the Sagebrush Cts.</u> | |
- Valid petitions have been accepted by the County for sanitary sewer, street and drainage improvements. Valid petitions have been submitted to the Water Department for water service. An irrevocable letter of credit has been submitted guaranteeing construction of sidewalks on Sagebrush and Zimmerly in the amount of \$11,000.00.

Planning Commission Recommendation:

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

BAYOUTH moved, HENNESSY seconded and it carried unanimously. PORTER and KAMEN were absent.

NOTE: The water petitions were considered and approved by the Board of City Commissioners on March 29, 1977.

ACTION: Receive and file the letter of credit and approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

IRREVOCABLE LETTER OF CREDIT

BOULEVARD STATE BANK
(NAME OF BANK)

DATE: April 29, 1977

COUNTY OF SEDGWICK
STATE OF KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 11,000.00 for the account of Car-Ree Enterprises, Inc.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before

May 15, 1979 (6)
(INSERT DATE TWO YEARS FROM MAPC APPROVAL OF PLAT)

1. Sidewalks on the East side of Sagebrush from North Line of Timber Lakes 2nd Addition to Zimmerly.
2. Sidewalks on the North side of Zimmerly from Sagebrush to Brookhaven.
- 3.

in Timber Lakes 2nd Addition a subdivision located in County of Sedgwick, State of Kansas.

Acting through the County Engineer/Director of Public Works, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The PURCHASER has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under Boulevard State Bank, Credit NO. 1, dated April 29, 1977
(Name of Bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentation of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before July 15, 1979
(insert a date at least 60 days after the date on line 6)

Very truly yours,

BOULEVARD STATE BANK
(Name of Bank)

BY: Robert V. McGrath
(Authorized signature)
Robert V. McGrath, President

(CORPORATE SEAL)

ATTEST:

B. A. Kreutzer, Jr.
B. A. Kreutzer, Jr. Cashier

RICHARD A. RENDER
ALBERT L. KAMAS
RONALD L. NIETO
JAMES B. ZONIGER
DANIEL J. SEVART
ROSS A. HOLLANDER

LAW OFFICES
RENDER & KAMAS

612 DOUGLAS BUILDING
WICHITA, KANSAS 67202
316-267-2212

HANCY J. MARSHALL PLS
JANET L. KINSLEY PLS

April 26, 1977


Mr. Jack Galbraith
Planning Department
City of Wichita
455 North Main
Wichita, Kansas

Re: Car-Ree Enterprises, Inc.

Dear Mr. Galbraith:

Attached is a certificate of ownership which we are submitting at the request of Mr. Bill Keltner of Professional Engineering Consultants as it pertains to the platting by Car-Ree Enterprises, Inc., of Timber Lakes Estates 2nd and 3rd Additions.

Very truly yours,


Ronald L. Nieto
of RENDER & KAMAS

RLN:jk
Encl.

UPDATED

CERTIFICATE OF OWNERSHIP

GUARANTEE TITLE CO., INC., hereby certifies that we have examined the records in the Office of the Register of Deeds of Sedgwick County, Kansas, with reference to the following property, viz:

Property shown as Tracts I & II
on Exhibit "A" hereto attached.

And from such examination find that the ownership of the aforementioned property is as follows:

DESCRIPTION

OWNER

Tract I (shown on Exhibit "A" as
Timber Lakes Estates 3rd Addition)

Car-Ree Enterprises, Inc.

Tract II (shown on Exhibit "A" as
Timber Lakes Estates 2nd Addition)

Car-Ree Enterprises, Inc.

Dated this 25th day of April, 1977 at 7:00 A. M.

GUARANTEE TITLE CO., INC.

By *Frank A. Hawk*
Vice-Pres.

No. 2478-1

Timber Lakes Estates 3rd Addition to Sedgwick County, Kansas, the same being described as follows:

Beginning at the Northeast corner of the West one-half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 25, Township 27 South Range 2 East of the 6th P.M.; thence South along the East line of the W 1/2 of said SE 1/4 bearing S 0°02'31" W a distance of 1010.00 feet; thence bearing N 89°56'30" W a distance of 1086.49 feet to the P.C. of a curve to the right; thence along said curve to the right, having a radius of 228.00 feet and through a central angle of 41°30'00" a distance of 165.14 feet; thence bearing N 48°26'30" W a distance of 114.56 feet to a point on the West line and 876.85 feet South of the Northwest corner of said SE 1/4; thence bearing N 48°26'30" W a distance of 78.62 feet to the P.C. of a curve to the right; thence along said curve to the right, having a radius of 228.00 feet and through a central angle of 48°33'03" a distance of 193.20 feet; thence parallel to and 136.00 feet West of the West line of said SE 1/4, bearing N 0°06'33" E a distance of 653.68 feet to a point on the North line of the SW 1/4 of said Section 25; thence bearing S 89°59'26" E along the North line of the SW 1/4 of said Section 25 a distance of 136.00 feet to the center of said Section 25; thence bearing S 89°56'30" E along the North line of the SE 1/4 of Section 25 a distance of 1322.30 feet to the point of beginning.

Timber Lakes Estates 2nd Addition to Sedgwick County, Kansas, the same being described as follows:

Beginning at a point in the North line and 136.00 feet West of the Northeast corner of the Southwest Quarter (SW 1/4) of Section 25, Township 27 South, Range 2 East of the 6th P.M.; thence South parallel to and 136.00 feet from the East line of said SW 1/4, bearing S 0°06'33" W a distance of 653.68 feet, to the P.C. of a curve to the left; thence along said curve to the left, having a radius of 228.00 feet and through a central angle of 48°33'03" a distance of 193.20 feet; thence bearing S 48°26'30" E a distance of 78.62 feet to a point in the East line and 876.85 feet South of the NE corner of said SW 1/4; thence bearing S 48°26'30" E a distance of 114.56 feet to the P.C. of a curve to the left; thence along said curve to the left having a radius of 228.00 feet and through a central angle of 41°30'00" a distance of 165.14 feet; thence bearing S 89°56'30" E a distance of 1086.49 feet to a point in the East line and 1010.00 feet South of the Northeast corner of the West one-half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section 25, thence South along the East line of said SE 1/4 bearing S 0°02'31" W a distance of 248.79 feet; thence bearing N 89°51'30" W a distance of 950.00 feet; thence bearing S 0°08'30" W a distance of 864.31 feet, to a point in the

Northerly line of Timber Lakes Estates, an Addition to Sedgwick County, Kansas; thence along said Northerly line bearing N $45^{\circ}00'$ W a distance of 78.77 feet; thence bearing N $65^{\circ}00'$ W a distance of 350.00 feet to a point in the East line and 1918.49 feet South of the NE corner of the SW $1/4$ of said Section 25; thence bearing N $47^{\circ}01'39''$ W a distance of 915.74 feet; thence bearing N $47^{\circ}00'$ W a distance of 220.00 feet; thence bearing N $21^{\circ}00'$ W a distance of 400 feet; thence bearing N $82^{\circ}00'$ W a distance of 320.00 feet; thence bearing N $51^{\circ}00'$ W a distance of 360.07 feet; thence bearing N $1^{\circ}00'$ W a distance of 500.00 feet; to a point in the North line of the SW $1/4$ of said Section 25; thence along said North line and bearing S $89^{\circ}59'26''$ E a distance of 1447.37 feet to the point of beginning.

FOUR

PLEASE DO NOT FOLD OR MUTILATE

IMPORTANT - IF THIS STATEMENT IS \$10.00 OR LESS, IT MUST BE PAID IN FULL.

PLEASE CONTACT COUNTY ASSESSOR ON QUESTIONS ABOUT ASSESSED VALUATION

LEGAL DESCRIPTION

1/2 SE 1/4 EXC TIMBER LAKES, EST
EXC PT OF W 282.05 FT S 77.1 FT LY
N OF SAID ADD * EXC BEG SE COR W
1/2 SE 1/4 * 492.12 FT N 165.75 FT
NW 303 FT W 199.73 FT N 555.83 FT
E 782.21 FT S TO BEG SEC 25-27-28

PLEASE RETURN ALL COPIES OF THIS STATEMENT DUE NOV. 1, FIRST HALF DELINQUENT DEC. 21, SECOND HALF DELINQUENT JUNE 21, WITH INTEREST AT 10% PER ANNUM

RE-15-0078-13-8
MI - 00102
CAR-REE ENTERPRISES INC
BOX 18422
WICHITA KS 67218

MAKE CHECKS PAYABLE TO

BEDGWICK COUNTY TREASURER
WICHITA, KANSAS 67203 PH. (316) 268-7651

INTEREST
CA
CK

PLEASE INDICATE ANY CHANGE OF ADDRESS

DATE INTEREST PAID RECEIPT NO.

MAR 9 1982 168.93 168.93 257.771

VALUATION	MILL LEVY	GENERAL TAX	SPECIAL TAX	TOTAL TAX	FIRST HALF	SECOND HALF	
14,900	175.248	337.86		337.86	168.93	168.93	1976 REAL ESTATE TAX

INTEREST TOTAL PAID RECEIPT NO.

FOUR

PLEASE DO NOT FOLD OR MUTILATE

IMPORTANT - IF THIS STATEMENT IS \$10.00 OR LESS, IT MUST BE PAID IN FULL.

PLEASE CONTACT COUNTY ASSESSOR ON QUESTIONS ABOUT ASSESSED VALUATION

LEGAL DESCRIPTION

BEG 1063 FT E NW COR SW 1/4 S 500
FT SELY 360 FT SELY 320 FT SELY 400
FT SELY 220 FT SELY 915.2 FT N
1918.7 FT TO NE COR SW 1/4 W
1583.44 FT TO BEG SEC 25-27-28

PLEASE RETURN ALL COPIES OF THIS STATEMENT DUE NOV. 1, FIRST HALF DELINQUENT DEC. 21, SECOND HALF DELINQUENT JUNE 21, WITH INTEREST AT 10% PER ANNUM

RE-15-0079-03-9
MI - 00163-0002
CAR-REE ENTERPRISES INC
BOX 18422
WICHITA KS 67218

MAKE CHECKS PAYABLE TO

BEDGWICK COUNTY TREASURER
WICHITA, KANSAS 67203 PH. (316) 268-7651

INTEREST
CA
CK

PLEASE INDICATE ANY CHANGE OF ADDRESS

DATE INTEREST PAID RECEIPT NO.

MAR 9 1982 188.12 188.12 257.772

VALUATION	MILL LEVY	GENERAL TAX	SPECIAL TAX	TOTAL TAX	FIRST HALF	SECOND HALF	
14,000	135.248	186.84		186.84	188.12	188.12	1976 REAL ESTATE TAX

INTEREST TOTAL PAID RECEIPT NO.

MICROFILMED FROM THE BEST AVAILABLE COPY

4-25-77

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE APPLICATION OF
PETITIONERS FOR THE IMPROVEMENT OF
~~STREETS WITHIN TIMBER LAKES SECOND~~
ADDITION TO SEDGWICK COUNTY, KANSAS,
AND ~~TIMBER LAKES THIRD ADDITION~~ TO
SEDGWICK COUNTY, KANSAS.

RESOLUTION

ON this 13th day of APRIL, 1977, the petition of
Car-Ree Enterprises, Inc., for the construction of curbing, guttering,
grading, paving, macadamizing and drainage of the streets, roads and
avenues within the following described land is considered by the
Board, which finds as follows:

1. Petitioner is the owner of all lots fronting on the streets,
roads and avenues within the following described land:

Timber Lakes Estates 2nd Addition to Sedgwick County, Kansas,
the same being described as follows:

Beginning at a point in the North line and 136.00 feet West
of the Northeast corner of the Southwest Quarter (SW 1/4) of
Section 25, Township 27 South, Range 2 East of the 6th P.M.;
thence South parallel to and 136.00 feet from the East line
of said SW 1/4, bearing S 0°06'33" W a distance of 653.68 feet,
to the P.C. of a curve to the left; thence along said curve to
the left, having a radius of 228.00 feet and through a central
angle of 48°33'03" a distance of 193.20 feet; thence bearing S
48°26'30" E a distance of 78.62 feet to a point in the East line
and 876.85 feet South of the NE corner of said SW 1/4; thence
bearing S 48°26'30" E a distance of 114.56 feet to the P.C. of a
curve to the left; thence along said curve to the left having a
radius of 228.00 feet and through a central angle of 41°30'00" a
distance of 165.14 feet; thence bearing S 89°56'30" E a distance
of 1086.49 feet to a point in the East line and 1010.00 feet
South of the Northeast corner of the West one-half (W 1/2) of
the Southeast Quarter (SE 1/4) of said Section 25, thence South
along the East line of said SE 1/4 bearing S 0°02'31" W a
distance of 248.79 feet; thence bearing N 89°51'30" W a distance
of 950.00 feet; thence bearing S 0°08'30" W a distance of 864.31
feet, to a point in the Northerly line of Timber Lakes Estates,
an Addition to Sedgwick County, Kansas; thence along said
Northerly line bearing N 45°00' W a distance of 78.77 feet;
thence bearing N 65°00' W a distance of 350.00 feet to a point
in the East line and 1918.49 feet South of the NE corner of the
SW 1/4 of said Section 25; thence bearing N 47°01'39" W a distance
of 915.74 feet; thence bearing N 47°00' W a distance of 220.00
feet; thence bearing N 21°00' W a distance of 400 feet; thence
bearing N 82°00' W a distance of 320.00 feet; thence bearing
N 51°00' W a distance of 360.07 feet; thence bearing N 1°00' W a
distance of 500.00 feet; to a point in the North line of the SW 1/4
of said Section 25; thence along said North line and bearing S
89°59'26" E a distance of 1447.37 feet to the point of beginning.

Timber Lakes Estates 3rd Addition to Sedgwick County, Kansas,
the same being described as follows:

Beginning at the Northeast corner of the West one-half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 25, Township 27 South Range 2 East of the 6th P.M.; thence South along the East line of the W 1/2 of said SE 1/4 bearing S 0°02'31" W a distance of 1010.00 feet; thence bearing N 89°56'30" W a distance of 1086.49 feet to the P.C. of a curve to the right; thence along said curve to the right, having a radius of 228.00 feet and through a central angle of 41°30'00" a distance of 165.14 feet; thence bearing N 48°26'30" W a distance of 114.56 feet to a point on the West line and 876.85 feet South of the Northwest corner of said SE 1/4; thence bearing N 48°26'30" W a distance of 78.62 feet to the P.C. of a curve to the right; thence along said curve to the right, having a radius of 228.00 feet and through a central angle of 48°33'03" a distance of 193.20 feet; thence parallel to and 136.00 feet West of the West line of said SE 1/4, bearing N 0°06'33" E a distance of 653.68 feet to a point on the North line of the SW 1/4 of said Section 25; thence bearing S 89°59'26" E along the North line of the SW 1/4 of said Section 25 a distance of 136.00 feet to the center of said Section 25; thence bearing S 89°56'30" E along the North line of the SE 1/4 of Section 25 a distance of 1322.30 feet to the point of beginning.

2. The above described land is within Sedgwick County, Kansas, and outside the limits of any incorporated city.

3. That it is necessary to provide for the curbing, guttering, grading, paving, macadamizing and drainage of the streets within the above described land.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sedgwick County, Kansas, on this 13th day of APRIL 1977, that construction of curbing, guttering, grading, and paving or macadamizing, including drainage, is necessary for all of the streets, roads and avenues which are within Timber Lakes Second Addition to Sedgwick County, Kansas, and Timber Lakes Third Addition to Sedgwick County, Kansas.

BE IT FURTHER RESOLVED, that this resolution be published for three (3) consecutive weeks in the official paper of the county; and if the owners of more than one-half of the property liable to taxation for said work shall not within twenty (20) days from the date of such last publication file with the County Clerk of Sedgwick County, Kansas, their protest against such improvements, that the Board of County Commissioners shall, thereupon, cause such streets,

roads and avenues to be improved, constructed or built as aforesaid,
and to contract therefor and to levy taxes as provided by law,
and now, therefore, all owners of said property liable for taxation
therefor take notice hereof.

BY THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

By:



TOM SCOTT, Chairman

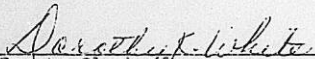


JOHN HAME, County Commissioner



EVERETT PATRICK, County Commissioner

ATTEST:



County Clerk of
Sedgwick County, Kansas

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

IN THE MATTER OF ~~EXTENSION OF SEWERS WITHIN THE~~
~~TIMBER LAKES-SPRINGDALE JOINT SEWER DISTRICT~~
OF SEDGWICK COUNTY, KANSAS

O R D E R

On this 13th day of ~~January~~ APRIL, 1977, the same being the regularly scheduled date for the meeting of the Board of County Commissioners of Sedgwick County, Kansas, the petition to build sewers to serve land within the Timber Lakes-Springdale Joint Sewer District of Sedgwick County, Kansas, comes on for hearing. All Commissioners are present.

Thereupon, the Commissioners, after hearing the statements of all interested persons and being fully advised in the premises, finds as follows:

1. That the petition is properly before the Commission.
2. That all of the following described real property lies within the Timber Lakes-Springdale Joint Sewer District of Sedgwick County, Kansas:

Timber Lakes Estates 2nd Addition to Sedgwick County, Kansas, the same being described as follows:

Beginning at a point in the North line and 136.00 feet West of the Northeast corner of the Southwest Quarter (SW 1/4) of Section 25, Township 27 South, Range 2 East of the 6th P.M.; thence South parallel to and 136.00 feet from the East line of said SW 1/4, bearing S 0°06'33" W a distance of 653.68 feet, to the P.C. of a curve to the left; thence along said curve to the left, having a radius of 228.00 feet and through a central angle of 48°33'03" a distance of 193.20 feet; thence bearing S 48°26'30" E a distance of 78.62 feet to a point in the East line and 876.85 feet South of the NE corner of said SW 1/4; thence bearing S 48°26'30" E a distance of 114.56 feet to the P.C. of a curve to the left; thence along said curve to the left having a radius of 228.00 feet and through a central angle of 41°30'00" a distance of 165.14 feet; thence bearing S 89°56'30" E a distance of 1086.49 feet to a point in the East line and 1010.00 feet South of the Northeast corner of the West one-half (W 1/2) of the Southeast Quarter (SE 1/4) of said Section 25, thence South along the East line of said SE 1/4 bearing S 0°02'31" W a distance of 248.79 feet; thence bearing N 89°51'30" W a distance of 950.00 feet; thence bearing S 0°08'30"

W a distance of 864.31 feet, to a point in the Northerly line of Timber Lakes Estates, an Addition to Sedgwick County, Kansas; thence along said Northerly line bearing N 45°00' W a distance of 78.77 feet; thence bearing N 65°00' W a distance of 350.00 feet to a point in the East line and 1918.49 feet South of the NE corner of the SW 1/4 of said Section 25; thence bearing N 47°01'39" W a distance of 915.74 feet; thence bearing N 47°00' W a distance of 220.00 feet; thence bearing N 21°00' W a distance of 400 feet; thence bearing N 82°00' W a distance of 320.00 feet; thence bearing N 51°00' W a distance of 360.07 feet; thence bearing N 1°00' W a distance of 500.00 feet; to a point in the North line of the SW 1/4 of said Section 25; thence along said North line and bearing S 89°59'26" E a distance of 1447.37 feet to the point of beginning.

Timber Lakes Estates 3rd Addition to Sedgwick County, Kansas, the same being described as follows:

Beginning at the Northeast corner of the West one-half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 25, Township 27 South Range 2 East of the 6th P.M.; thence South along the East line of the W 1/2 of said SE 1/4 bearing S 0°02'31" W a distance of 1010.00 feet; thence bearing N 89°56'30" W a distance of 1086.49 feet to the P.C. of a curve to the right; thence along said curve to the right, having a radius of 228.00 feet and through a central angle of 41°30'00" a distance of 165.14 feet; thence bearing N 48°26'30" W a distance of 114.56 feet to a point on the West line and 876.85 feet South of the Northwest corner of said SE 1/4; thence bearing N 48°26'30" W a distance of 78.62 feet to the P.C. of a curve to the right; thence along said curve to the right, having a radius of 228.00 feet and through a central angle of 48°33'03" a distance of 193.20 feet; thence parallel to and 136.00 feet West of the West line of said SE 1/4, bearing N 0°06'33" E a distance of 653.68 feet to a point on the North line of the SW 1/4 of said Section 25; thence bearing S 89°59'26" E along the North line of the SW 1/4 of said Section 25 a distance of 136.00 feet to the center of said Section 25; thence bearing S 89°56'30" E along the North line of the SE 1/4 of Section 25 a distance of 1322.30 feet to the point of beginning.


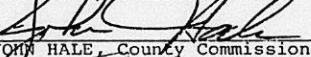

3. The petition is signed by the owner of the above described land who requests sanitary and storm sewers be extended to said land and that the treatment facilities be enlarged as may be made necessary by such extension of sewers.

4. That the extension of sanitary and storm sewers to said land will promote the health and welfare of the residents of Sedgwick County, Kansas.

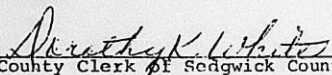
THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY AS FOLLOWS:

1. That sanitary and storm sewers be built to serve the above described real property.
2. That the treatment facilities of Timber Lakes-Springdale Joint Sewer District of Sedgwick County, Kansas, be enlarged as necessary to accommodate such new sewers.
3. That the Public Works Department of Sedgwick County, Kansas, proceed to design, plan and build such sewers and enlarged treatment facilities as may be necessary and to that end, be empowered to negotiate a contract for employment of engineers or other skilled employees for the purpose of assisting in planning and superintending the construction thereof, subject to the final approval and acceptance of such contract by this Board.
4. That all costs be apportioned and assessed as provided by K.S.A. 19-2705.

THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

By 
TOM EOOTY, Chairman

JOHN HALE, County Commissioner

EVERETT PATRICK, County Commissioner


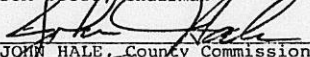

ATTEST:


County Clerk of Sedgwick County, Kansas

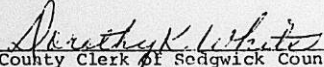
THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY AS FOLLOWS:

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3. That the Public Works Department of Sedgwick County, Kansas, proceed to design, plan and build such sewers and enlarged treatment facilities as may be necessary and to that end, be empowered to negotiate a contract for employment of engineers or other skilled employees for the purpose of assisting in planning and superintending the construction thereof, subject to the final approval and acceptance of such contract by this Board.
4. That all costs be apportioned and assessed as provided by K.S.A. 19-2705.

THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

By 
TOM SCOTT, Chairman

JOHN HALE, County Commissioner

EVERETT PATRICK, County Commissioner

ATTEST:


County Clerk of Sedgwick County, Kansas

Cancelled 5-25-77 by B.C.C.
AGREEMENT FOR TEMPORARY USE
OF SEWAGE TREATMENT PLANT

THIS AGREEMENT made this *30th* day of *March*, 1977, by and between the BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, acting as the Governing Body of the Timber Lakes-Springdale Joint Sewer District, hereafter called "DISTRICT", and CAR-REE ENTERPRISES, INC., hereafter called "CAR-REE".

W I T N E S S E T H :

WHEREAS, Car-REE is the owner of all of the lots and blocks within Timber Lakes Second Addition to Sedgwick County, Kansas, and Timber Lakes Third Addition to Sedgwick County, Kansas, which are within the boundaries of District; and

WHEREAS, the District has constructed a sewage treatment plant which has sufficient treatment capacity to accommodate only the number of lots within Timber Lakes Addition to Sedgwick County, Kansas, and Springdale Addition to Sedgwick County, Kansas, but which is not presently being used to its full capacity; and

WHEREAS, Car-REE desires to have sanitary sewers built to serve the lots within Timber Lakes Second Addition and Timber Lakes Third Addition, and has filed a petition therefore with the Board of County Commissioners of Sedgwick County, Kansas; and

WHEREAS, Car-REE desires the use of the District's sewage treatment plant for the benefit of the lots within Timber Lakes Second Addition and Timber Lakes Third Addition until such time as its treatment capacity is reached and the sewage treatment plant is expanded to a size capable of treating the sewage of lots within Timber Lakes Second Addition and Timber Lakes Third Addition; and

WHEREAS, the District believes such use of the sewage treatment plant would be beneficial for the home owners presently residing within Timber Lakes Addition and Springdale Addition and for the more efficient operation of such plant; and

WHEREAS, the parties desire to provide for an equitable method of reimbursement of the District for the use of its present sewage treatment plant by the lots making such use within Timber Lakes Second Addition and Timber Lakes Third Addition.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions hereafter set forth, IT IS AGREED AS FOLLOWS:

1. The residential building lots within Timber Lakes Second Addition and Timber Lakes Third Addition to which sewers are built by the District shall have their sewage treated by the District's existing sewage treatment plant until such time as it nears the full present capacity by reason of use by lots within Timber Lakes Addition, Springdale Addition, Timber Lakes Second Addition and Timber Lakes Third Addition. When the Director of Environmental Health and/or the Director of the Department of Public Works of Sedgwick County, Kansas determine the sewage treatment plant has neared the full capacity, such plant shall be sufficiently enlarged and expanded to a size and capacity capable of handling the sewage of Timber Lakes Second Addition and Timber Lakes Third Addition. When such determination has been made by the Director of Environmental Health and/or the Director of the Department of Public Works of Sedgwick County, Kansas no further building permits shall be issued in Timber Lakes Second Addition or Timber Lakes Third Addition until such time as the sewage treatment plant has been enlarged and expanded.

2. Such use is considered by all parties as temporary, pending enlargement of the sewage treatment plant, which all recognize as being ultimately necessary.

3. For such temporary use, the owner of each lot within Timber Lakes Second Addition and Timber Lakes Third Addition shall at the time he applies for a building permit affecting his lot, or lots, pay to District a temporary use fee in the sum of \$125.70 per lot which sum shall be immediately deposited for credit of the District's original bond and interest fund for County Sewer Improvement Bond, Series 1976, dated October 1, 1976. Payment of such sum shall be a condition precedent to the issuing of said building permit.


4. At such time as the District's sewage treatment plant is enlarged to a capacity capable of handling the sewage of Timber Lakes Second Addition and Timber Lakes Third Addition, this agreement shall terminate and the obligation to pay such temporary use fee shall cease.


5. Neither party shall record the full text of this agreement, but either party may record with the Register of Deeds, Sedgewick County, Kansas, a short form of this agreement, setting forth its provisions for the purpose of placing on notice all purchasers of lots within Timber Lakes Second Addition and Timber Lakes Third Addition. At such time as this agreement is terminated, as herein above provided, the proper officer of District will, on request, file with the Register of Deeds of Sedgewick County, Kansas, an appropriate statement advising the public of such termination.


6. This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

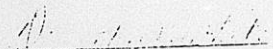
THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS,
Acting as the Governing Body of
the Timber Lakes-Springdale Joint
Sewer District


TOM SCOTT, Chairman

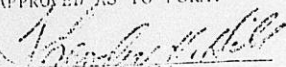

JACK HALE, Commissioner


EVERETT PATRICK, Commissioner

ATTEST:

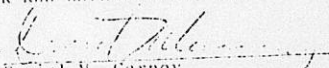

DOROTHY K. WHITE
County Clerk

APPROVED AS TO FORM:


THEODORE H. HILL
County Counselor

"DISTRICT"

CAR-REE ENTERPRISES, INC.

By 
Daniel M. Garney
Vice President and Secretary

MICROFILMED
FROM THE BEST
AVAILABLE COPY

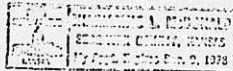
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this day of April, 1977, by Tom Scott, John Hale and Everett Patrick, for and on behalf of the Board of County Commissioners of Sedgwick County, Kansas, acting as the Governing Body of the Timber Lakes-Springdale Joint Sewer District.

Clarence W. Scott
Notary Public

My Commission Expires:

April 1980



STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me this day of April, 1977, by Daniel M. Carney, Vice President and Secretary of Car-Ree Enterprises, Inc., for and on behalf of said corporation.

Daniel M. Carney
Notary Public

Commission Expires:

April 1980



THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE March 15, 1977



TO Jack H. Gailbraith, Chief Planner
FROM Bill H. Otten, Chief Engineer-Water Engineering
SUBJECT Timber Lakes 2nd Addition

The plattors of Timber Lakes 2nd 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
Chief Engineer-Water Engineering

BHO:ar

cc: John D. Wynkoop, Director of Water

3/10/77

Theodore Hill, County Counselor

Robert A. Lakin, Director of Planning

Timber Lakes 2 and 3

I have reviewed the agreement for temporary use of the sewage treatment plant and find it generally acceptable. There is, however, one place that you may want to provide some amended language. This is at about line 158 in paragraph 1 of the agreement. This speaks to the fact that Timber Lakes 2nd and 3rd Additions will have their sewage treated by the district's existing plant until it reaches its "full" present capacity. I believe that it may be necessary to provide the expansion as the existing plant nears the full capacity in order to provide sufficient lead time to build the additional cells. Whether that is a 90% or 80% or some other figure of capacity, I would leave to Jim Aiken and/or Grover McLure. It will be necessary however to begin making the expansion before you are at full completion or we will be in trouble with some of the remaining Timber Lakes 1st and/or Springdale when they want services.

Robert A. Lakin, Director of Planning

cc: Jim Aiken
Andy Harkness
Ron Nieto, 612 Union National Building

RAL:ew

WICHITA-SEDGWICK COUNTY

DATE 3/10/77

METROPOLITAN AREA PLANNING DEPARTMENT

TO To The Files
FROM Robert A. Lakin, Director of Planning
SUBJECT S/D 76-50
S/D 76-115
Timber Lakes Estates 2nd and 3rd Additions

On March 3, I met with Dan Carney, his attorney-- Ron Nieto, his engineer--Bill Keltner, Ted Hill, Jim Alken, Grover McLure, Andy Harkness, and John Hale to discuss the sewer availability for these two additions. As a result of the meeting, it was agreed that we would proceed to process the plats under the assumption that the 2nd and 3rd additions were originally included in the concept for the Springdale-Timber Lake plant and its expansion. In addition, we will require a letter of credit or corporate surety performance bond or cash (no petition) for the expansion of the plant based on estimate of cost developed by PEC and concurred in by Grover McLure. This particular letter of credit and expansion for the plant would not be exercised immediately. The sewer laterals and collection system will empty into the existing lagoon and plant system on the original Springdale-Timber Lakes plant site. They would be using unused capacity in the plant. This would eliminate building a new plant which might have to be discarded as a result of the conclusions yet to be developed on the phase 1 study for the Four Mile Creek area. If the capacity of the plant approaches a full level, we would then take the moneys in escrow and go ahead and expand the plant based on the 3rd and 2nd addition requirements.

We will thus need, in order to process this plat before the City Commission, a guarantee for the plant expansion in the form of a letter of credit, as indicated above, an indication from the Department of Public Works (County) that they have adequate petitions and/or authority to make the improvements for the lateral sewers, plus such petitions and/or guarantees as are necessary to meet the other requirements of plat approval, including streets, water and drainage.

This conforms to my understanding of the original development of Springdale-Timber Lakes and does not in any way presage the authorization of immediate filings of the Roberts, Casado, or Castleberry plats and developments in the immediate area. These will be required to wait the preliminary outcome of the phase 1 study.


Robert A. Lakin, Director of Planning

cc: Theodore H. Hill, County Counselor
RAL:ew

LAW OFFICES
RENDER & KAMAS

RICHARD A. RENDER
ALBERT L. KAMAS
RONALD L. NIETO
JAMES B. ZONGKER
DANIEL J. SEVART

612 UNION NATIONAL BUILDING
WICHITA, KANSAS 67202
316-267-2212

NANCY J. MARSHALL PLS
JANET L. KINSLEY PLS

March 4, 1977



Mr. Theodore H. Hill
County Counselor
Sedgwick County Courthouse
Wichita, Kansas 67203

Re: Car-Ree Enterprises, Inc.

Dear Mr. Hill:

Enclosed is a rough draft of proposed agreement for temporary use of sewage treatment plant which I would appreciate your reviewing and then calling me with the revisions you think necessary.

Also enclosed is the petition of Car-Ree Enterprises, Inc., for streets within Timber Lakes Second Addition and Timber Lakes Third Addition. A copy of a proposed resolution on the petition is also enclosed. I would appreciate your advising me if the resolution is in proper form or if there are any other terms which you would like to have included, and I will then submit the original resolution to you.

I did confer with Bill Timmerman concerning Mr. Lakin's question about formation of lateral sewer districts for Timber Lakes Second and Timber Lakes Third. Mr. Timmerman was of the opinion that the formation of lateral sewer districts within the joint sewer district was unnecessary since the construction and taxing authority are contained within the provisions of the district already formed. I did assure him, however, and I assure you that if the County desires the lateral districts be formed, we will do so.

You will recall that at the time I submitted to you the proposed resolution on our petition to extend sewer service, we discussed a revised page 3 and specifically, paragraph 4. I am enclosing the revised third page for your consideration. Again, if there are any other provisions which you would like in the resolution not already provided for, please advise.

Mr. Theodore H. Hill
Page 2
March 4, 1977

I look forward to hearing from you at your earliest convenience on these various matters and in particular, your suggestions as to the agreement for temporary use.

Very truly yours,


Ronald L. Niets
of RENDER & KAMAS

RLN:jk
Encls.

cc: G. C. McClure (w/enc.)
James Aiken (w/enc.)
✓ Robert Lakin (w/enc.)

Cancelled 5-25-77 by B.C.C.

AGREEMENT FOR TEMPORARY USE
OF SEWAGE TREATMENT PLANT

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THIS AGREEMENT made this 30th day of March, 1977,
by and between the BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY,
KANSAS, acting as The Governing Body of The Timber Lakes-Springdale
Joint Sewer District, hereafter called "DISTRICT," and CAR-REE
ENTERPRISES, INC., hereafter called "CAR-REE."

WITNESSETH:

WHEREAS, Car-Ree is the owner of all of the lots and blocks
within Timber Lakes Second Addition to Sedgwick County, Kansas, and
Timber Lakes Third Addition to Sedgwick County, Kansas, which are
within the boundaries of District; and

WHEREAS, the District has constructed a sewage treatment plant
which has sufficient treatment capacity to accommodate only the
number of lots within Timber Lakes Addition to Sedgwick County, Kansas,
and Springdale Addition to Sedgwick County, Kansas, but which is not
presently being used to its full capacity; and

WHEREAS, Car-Ree desires to have sanitary sewers built to serve
the lots within Timber Lakes Second Addition and Timber Lakes Third
Addition, and has filed a petition therefor with the Board of County
Commissioners of Sedgwick County, Kansas; and

WHEREAS, Car-Ree desires the use of the District's sewage
treatment plant for the benefit of the lots within Timber Lakes Second
Addition and Timber Lakes Third Addition until such time as its
treatment capacity is reached and the sewage treatment plant is
expanded to a size capable of treating the sewage of lots within
Timber Lakes Second Addition and Timber Lakes Third Addition; and

WHEREAS, the District believes such use of the sewage treatment
plant would be beneficial for the home owners presently residing
within Timber Lakes Addition and Springdale Addition and for the more
efficient operation of such plant; and

WHEREAS, the parties desire to provide for an equitable method
of reimbursement of the District for the use of its present sewage
treatment plant by the lots making such use within Timber Lakes Second
Addition and Timber Lakes Third Addition.

NOW, THEREFORE, in consideration of the premises and the
covenants and conditions hereafter set forth, IT IS AGREED AS FOLLOWS:

1. The residential building lots within Timber Lakes Second
Addition and Timber Lakes Third Addition to which sewers are built by
the District shall have their sewage treated by the District's existing
sewage treatment plant until such time as its full present capacity is
reached by reason of use by lots within Timber Lakes Addition,
Springdale Addition, Timber Lakes Second Addition and Timber Lakes
Third Addition, and such plant is sufficiently enlarged and expanded
to a size and capacity capable of handling the sewage of Timber Lakes
Second Addition and Timber Lakes Third Addition.

2. Such use is considered by all parties as temporary, pending
enlargement of the sewage treatment plant, which all recognize as being
ultimately necessary.

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3. For such temporary use, the owner of each lot within Timber Lakes Second Addition and Timber Lakes Third Addition shall at the time he applies for a building permit affecting his lot, or lots, pay to District a temporary use fee in the sum of \$123.70 per lot which sum shall be immediately deposited for credit of the District's original bond and interest fund for County Sewer Improvement Bond, Series 1976, dated October 1, 1976. Payment of such sum shall be a condition precedent to the issuing of said building permit.

4. At such time as the District's sewage treatment plant is enlarged to a capacity capable of handling the sewage of Timber Lakes Second Addition and Timber Lakes Third Addition, this agreement shall terminate and the obligation to pay such temporary use fee shall cease.

5. Neither party shall record the full text of this agreement, but either party may record with the Register of Deeds, Sedgwick County, Kansas, a short form of this agreement, setting forth its provisions for the purpose of placing on notice all purchasers of lots within Timber Lakes Second Addition and Timber Lakes Third Addition. At such time as this agreement is terminated, as herein above provided, the proper officer of District will, on request, file with the Register of Deeds of Sedgwick County, Kansas, an appropriate statement advising the public of such termination.

6. This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS, Acting
as the Governing Body of the
Timber Lakes-Springdale Joint
Sewer District

By:

TOM SCOTT, Chairman

JOHN HALE, County Commissioner

EVERETT PATRICK, County Commissioner

ATTEST:

County Clerk of
Sedgwick County, Kansas

"District"

CAR-REE ENTERPRISES, INC.

By Daniel M. Carney
Vice President and Secretary

"Car-Ree"

213
213 STATE OF KANSAS)
214) ss:
215 SEDGWICK COUNTY)

216 The foregoing instrument was acknowledged before me this
217 day of _____, 1977, by Tom Scott, John Hale, and
218 Everett Patrick, for and on behalf of The Board of County
219 Commissioners of Sedgwick County, Kansas, Acting as the Governing
220 Body of the Timber Lakes-Springdale Joint Sewer District.

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222 _____
222 Notary Public

223 My Commission Expires:
224 _____
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225 STATE OF KANSAS)
226) ss:
227 SEDGWICK COUNTY)

228 The foregoing instrument was acknowledged before me this
229 day of _____, 1977, by Daniel M. Carney, Vice President
230 and Secretary of Car-Ree Enterprises, Inc., for and on behalf of said
231 corporation.

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232
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233 _____
233 Notary Public

234 My Commission Expires:
235 _____
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DANIEL M. CARNEY

P. O. BOX 18422
WICHITA, KANSAS 67218
PHONE 316 686-7314

*newly
to
file*

February 26, 1977

Mr. John Hale
Commissioner
Sedgwick County Court House
525 North Main
Wichita, Kansas

Dear Mr. Hale:

This letter is to request a meeting with you concerning the Timber Lakes 2nd and 3rd Addition plats that I am trying to get filed.

The final plats for both of these additions have been approved by the Wichita/Sedgwick County MAPC and my attorney is attempting to get the financial guarantees and other items prepared and accepted by the County staff so the plats can be completed and filed.

As you should be aware, the 2nd and 3rd additions are within the existing Springdale-Timber Lakes lateral sewer district. They were allowed to proceed through the final plat stage because of what I understood to be a previous commitment on the part of the County and the State Department of Health and Environment. I now find myself in the somewhat frustrating position of being put in a "waiting" situation because other developers that are adjacent to, but not part of the existing lateral sewer district, want to expand the district and gain admittance to the sewage treatment plant.

If you will recall, I made the original 15+ acres that the existing treatment plant is located on, available to the County as part of the initial planning for the entire development. I also signed an option that guaranteed the County an additional 9 acres or so for expanded treatment capacity when the 2nd and 3rd additions were to be platted.

The plat guarantees that I am trying to get accepted at this time are as follows:

1. Street paving and sidewalk petitions for the 2nd and 3rd additions
2. A sanitary sewer collection system and a storm drainage collection system petition for the 2nd and 3rd additions
3. An appropriate agreement to provide treatment capacity at the existing Treatment Plant for the proposed 116 homesites in the 2nd and 3rd additions.

Mr. John Hale
Commissioner
February 26, 1977
Page Two

With these guarantees I would be in a position to forward the final plats for both these areas to the governing body, which is what I want to do at the earliest possible time.

My attorney has Items 1 and 2 prepared and, so far as I am aware, can work out any changes the County may require with Mr. Hill.

Item 3 appears to be the stumbling block that is holding both of these plats back at this time. Evidently someone is under the impression that the 2nd and 3rd additions to Timber Lakes are included in the State directive that no further development in the Four Mile Creek be approved until the sewer study for that area is under way. This is not my understanding of the situation.

I would appreciate a meeting with you, and any of the others to whom copies of this letter have been sent that you feel appropriate.

Please understand that I am willing to provide the fair share of treatment costs for both the 2nd and 3rd additions in any reasonable manner, and in fact have several suggestions to this end.

I will be out of town until Wednesday, March 2, 1977, but, with your permission, will contact you at that time to arrange an acceptable meeting time.

I appreciate the fact that there are obvious technical and legal problems that need to be solved, but surely these can be expedited in such a manner that will allow me to proceed without serious financial loss.

Thank you for your attention to this matter.

With kindest regards,


DANIEL M. CARNEY

cc: Tom Scott, Chairman, Board of County Commissioners
Everett Patrick, Commissioner
Theo. Hill, Sedgwick County Counselor
G. C. McLure, Jr. P.E., Sedgwick County Director of Public Works
James Aiken, Director Sedgwick County Environmental Health Dept.
Robert Lakin, Director, MAPD
Ron Nieto
Professional Engineering Consultants, P.A.

DIRECTORS

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

February 10, 1977

Mr. Guy Gibson, Chief Engineer
Kansas Department of Agriculture
Division of Water Resources
1720 South Topeka Avenue
Topeka, Kansas 66612

Re: Timber Lakes 2nd and 3rd Additions
Sedgwick County, Kansas
PEC File No. 30-76102-632

Dear Mr. Gibson:

On November 9, 1976, we forwarded a letter requesting review of a Hydrology and Hydraulic Analysis for the subject project. Monday, February 7, 1977, we received a telephone call from Mr. Keller Cordon in your office, advising that approval of the grading plans would be forthcoming provided we forwarded another letter formally requesting same. Please consider this letter as the applicant's formal request for approval of flood plain filling operations in accordance with KSA 24-126. The property owner and developer, who represents the future Homeowners' Association which will have maintenance responsibility, has countersigned this letter in accordance with what we understand are your requirements.

Three (3) copies of the grading plan which indicates the Bench Marks utilized in the design are attached for your use.

Thank you for your attention to this matter.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P. A.

W. H. Keltner

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

Daniel Carney
Daniel Carney for Car-Ree Enterprises, Inc.

cc: M. S. Mitchell
Jack Galbraith ✓
Dan Carney



**PROFESSIONAL
ENGINEERING
CONSULTANTS**
PROFESSIONAL ASSOCIATION



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

MIDDLE WALNUT WATERSHED

~~13500 HILL ROAD~~ EL DORADO, KANSAS 67042

(316) 321-5891 OR (316) 776-2488

2435 West Central,

Cont - File

November 26, 1976

Mr. Robert A. Lakin, Director
Wichita, Sedgwick County
Metropolitan Area Planning Department
10th Floor City Hall
455 N. Main
Wichita, Kansas 67202

RE: Timber Lakes 2nd Addition

Dear Mr. Lakin:

Professional Engineering Consultants have requested that we review their hydrology and hydraulic analysis for the above referenced subdivision.

We have had our consultants, Delamater, Freund & Scherer, P.A. review our documents. They have advised us that they can see no conflict with the flood hazard analyses for four miles in Sedgwick County. Further, there is no conflict with the works of improvements contemplated in the general plan for the development of the watershed district. We would not be opposed to the project known as Timber Lakes 2nd Addition.

Should you need further information or wish to discuss this with us, please do not hesitate to call.

Sincerely,

E. E. JABES, PRESIDENT
Middle Walnut Watershed Joint District #60
R.E.#1 Box 58
Derby, Kansas 67037



BUTLER - COWLEY - SEDGWICK - SUMNER COUNTIES, KANSAS

October 29, 1976

Professional Engineering Consultants
1440 East English
Wichita, Kansas 67211

Re: S/D 76-50 - Final Plat of
TIMBER LAKES ESTATES 2ND
ADDITION

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on October 28, 1976, the above-captioned plat was considered. The action of the Commission was to recommend that the plat be approved as recommended by the Subdivision Committee, subject to the conditions stated in our letter of October 26, 1976.

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:

- 4-29 ✓ Compliance with the requirements of the Metropolitan Area Planning Commission.
- 4-29 ✓ Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 4-25 ✓ Submission of a title report by an abstract or title insurance company, or an attorney's opinion that fee title is vested in the plat.
- 4-25 ✓ Certification that all taxes due and payable for 1976 and prior years have been paid.

Please call if you have any questions.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: Car-Ree Enterprises, c/o Daniel M. Carney, 6572 E. Central 67206
Timothy Hamilton, County Bldg., Planning & Inspection
Dean Sellers, Assistant City Engineer

October 26, 1976

Professional Engineering
Consultants
1440 East English
Wichita, Kansas 67211

Re: S/D 76-50 - Final plat of
TIMBER LAKES ESTATES 2ND
ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, October 21, 1976, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- OK* - *petition accepted by the County on 4-13-77*
The applicant shall guarantee the paving of all streets being platted in this addition. Copies of the approved street plans and profiles shall be submitted to the County Engineer.
- OK* - *see covenants - cover letter submitted 5-23-77*
The applicant shall submit restrictive covenants which guarantee a minimum of three off-street parking spaces per each lot that is proposed to be on a 29-foot street. These covenants will be recorded with the Register of Deeds when the plat is recorded.
- not OK* - *petition accepted by County on 4-13-77*
The applicant shall guarantee the expansion of the sanitary sewer treatment facility and the extension of sanitary sewer to serve each lot.
- OK* - *see memo from Otten dated 3-15-77*
The applicant shall guarantee the extension of City water to serve each lot.
- OK* - *Verbal OK from Mitchell 4-28-77*
A drainage plan shall be submitted to M. S. Mitchell of the Maintenance-Flood Control Office and a letter from Mitchell approving said plan shall be submitted to the Planning Department.
- OK* - The unnamed cul-de-sac shall be labeled as Sagebrush Court.

G. In the platlor's text, the "Wichita-Sedgwick County Flood Control Office" shall be changed to the "Wichita-Valley Center Flood Control Office."

H. Line 11 of the surveyor's certificate contains a typographical error which shall be corrected (...thence bearing S 48°26'30"E).

4-29-77
Ben Jeger
says platlor
was unable
to obtain this
I. A sidewalk plan which was discussed at the preliminary plat hearing, shall be submitted for review and approval and the applicant shall guarantee the construction of the sidewalks in accordance with the approved plan. *need guarantee for walk on east side Sedgwick & north side Zimmerman*

A 20-foot easement shall be dedicated by separate instrument north of the north line of the plat. *separate instrument* The Water Department shall be contacted regarding this matter. *sewer plans to be drawn*

The applicant's engineer shall submit to the County Engineer for review and approval a site drainage plan, a lot grading plan and a sanitary sewer plan. *on N. line Lot 1 Blk C, thence to Castle* A letter obtained from the County Engineer approving said plans shall be submitted to the Planning Department. *county resolution orders the*

L. The applicant's engineer shall submit to M. S. Mitchell of the Flood Control Office for review, a copy of the hydrology study which has been done on subject property.

M. The minimum pad elevation referenced on some of the lots on the plat shall be indicated as applying to all the lots being platted.

4-28-77
Mitch says
permit is
forthcoming
N. The applicant shall either furnish to the Flood Control Office a copy of a permit from the State Water Resources Board for the ponds on subject property, or an opinion from an attorney that a State permit is not required.

O. Prior to issuance of any building permits, the applicant shall contact the County Fire Department relative to locations for fire hydrants on subject property.

P. Castle Street shall be improved with the conventional street pavement width.

Q. The easement along the north line of the plat shall be labeled on the final tracing.

included
with
street
petitions
R. The applicant shall guarantee the installation of all drainage improvements associated with this plat.

S/D 76-50
October 26, 1976
Page 3

- S. Sagebrush Lane and Zimmerly shall be designated as collector Streets and the appropriate amendment to the Transportation Plan shall be made.
- T. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, October 28, 1976, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Encl.

cc: Car-Ree Enterprises, c/o Daniel M. Carney, 6572 E. Central,
67206
Dean Sellers, Assistant City Engineer
Timothy Hamilton, County Building, Planning & Inspection

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 76-50 Name TIMBER LAKES ESTATES 2ND ADDITION
Date Application Rec'd. 7-19-76 Preliminary Approval 7-29-76
Scheduled S/D Meeting 10-21-76

DESCRIPTION

General Location West side of 151st Street East in an area north
of Harry
Owner Car-Ree Enterprises
Surveyor/Engineer Professional Engineering Consultants
Address 1440 East English Phone 262-2691

- | | | | |
|---------------------------------------------------|---------------------------------------------------|--------------------------------------------|-----------------|
| 1. Gross Acreage of Plat | <u>56.1</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>64</u> R/W <u>2280</u> ft. | |
| Residential | <u>38</u> | b. <u>70</u> R/W <u>2000</u> ft. | |
| Commercial | | c. <u> </u> R/W <u> </u> ft. | |
| Industrial | | d. <u> </u> R/W <u> </u> ft. | |
| Other | | e. <u> </u> R/W <u> </u> ft. | |
| Total Number of Lots | <u>38</u> | TOTAL | <u>4280</u> ft. |
| 3. Minimum Lot Frontage | <u>100</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>20,000 sq.</u> ft. | streets? <u>yes</u> <u>X</u> no | |
| 5. Existing Zoning | <u>R-1</u> | | |
| 6. Proposed Zoning | <u>R-1</u> | | |
| 9. Public Water Supply | <u>Yes (Yes-No)</u> , Name <u>City of Wichita</u> | | |
| 10. Public Sanitary Sewers | <u>Yes (Yes-No)</u> , Name <u>Sedgwick County</u> | | |
| 11. Health Department Approval (where applicable) | <u>N/A</u> (Yes-No) | | |
| 12. City of Wichita | <u> </u> ; Three-Mile Area <u>X</u> | | |

STAFF COMMENTS:

- A. The applicant shall guarantee the paving of all streets being platted in this addition. Copies of the approved street plans and profiles shall be submitted to the County Engineer.
- B. The applicant shall submit restrictive covenants which guarantee a minimum of 3 off-street parking spaces per lot. These covenants will be recorded with the Register of Deeds when the plat is recorded.
- C. The applicant shall guarantee the construction of a four-foot sidewalk on the west side of Sagebrush and the south side of Zimmerly as far as the north line of Zimmerly Court.
- D. The applicant shall be advised that sidewalk construction will be a requirement included in the building permit for lots where sidewalks are required as a condition of platting.
- E. The applicant shall guarantee the expansion of the sanitary sewer treatment facility and the extension of sanitary sewer to serve each lot.
- F. The applicant shall guarantee the extension of city water to serve each lot.
- G. A drainage plan shall be submitted to M. S. Mitchell of the Maintenance-Flood Control Office and a letter from Mitchell approving said plan shall be submitted to the Planning Department.
- H. Representatives of the Department of Public Works shall be prepared to comment on a name for the cul-de-sac street located between Sagebrush Court and Zimmerly Court.
- I. In the platator's text, the "Wichita-Sedgwick County Flood Control Office" shall be changed to the "Wichita-Valley Center Flood Control Office".
- J. Line 11 of the surveyor's certificate contains a typographical error which shall be corrected (...thence bearing S 48° 26' 30" E).

- K. The easement along the north line of the plat shall be labeled on the final tracing.
- L. The applicant shall guarantee the installation of all drainage improvements associated with this plat.
- M. Sagebrush Lane and Zimmerly shall be designated as collector streets and the appropriate amendment to the Transportation Plan shall be made.
- N. In approving the preliminary plat a requirement was that all streets west of the designated collector be allowed to be improved with a 29 foot back of curb to back of curb pavement. However, it is recommended that Castle Street not be included in this requirement and that it be improved with the normal 35 feet of pavement since it does or will connect with the same street being platted in the Springdale East plat to the north.
- O. Recording of the plat within 30 days after approval by the Board of City Commissioners.

SOCU-Cons-5 (11/75)

RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND



Property Name Timber Lakes Estates 2nd Add.

MAILED TO:

Location Gen. on the West side of 151st St.

Ohlinger-Smith Corp.
Name

East in an area N. of Harry.

625 1st National Bank Building
Firm

Date 7-30-76

262-0451
Phone

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

Requested by: Wichita-Sedgwick County Metropolitan
Area Planning Commission

- A. SOIL TYPE: 75% - Irwin silty clay loam 1 to 3% slopes
 15% - Tabler Silty clay loam 0 to 1% slopes
 10% - Clime silty clay 3 to 6% slopes

B. SITUATION: This area is subject to water erosion and can also have wind erosion problems. These soils have a very high shrink-swell ratio. There are also old terrace lines on this development that must be removed.

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

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

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

* CONTINUED *

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

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

STANDARD RATES:

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

SPECIAL RATES: _____

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

STANDARD RATES:

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

SPECIAL RATES: _____

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

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

14. OTHER _____

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

July 30, 1976

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

Re: S/D 76-50 - Preliminary plat
of TIMBER LAKES ESTATES 2ND
ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 29, 1976, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. A 35-foot half street right-of-way shall be shown for 151st Street East from Lincoln to the south property line of the area being platted.
- B. The applicant shall, by separate application along with the abutting property owners to the northwest, request the vacation of Lincoln Street from Lakeshore Drive to Fairland Road. Approval of this plat, as currently designed, will be subject to approval of the vacation.
- C. The applicant shall guarantee the paving to urban standards of the proposed collector, the interior streets east of this collector, and 151st Street East from Lincoln to the south property line of this plat. The Subdivision Committee recommends approval of a 29-foot back-to-back pavement width for the streets west of the proposed collector provided restrictive covenants are filed which guarantee a minimum of 3 off-street parking spaces per lot. Copies of the approved streets plans and profiles shall be submitted to the County Engineer.
- D. The applicant shall guarantee construction of sidewalks on the west side of 151st Street, on both sides of the proposed collector, and on both sides of all interior streets east of the collector. The Subdivision Committee recommends waiver of the sidewalk requirement for the streets west of the proposed collector.

S/D 76-50
July 30, 1976
Page 2

- E. The applicant shall guarantee the expansion of the sanitary sewer treatment facility and the extension of sanitary sewer to serve each lot.
- F. The applicant shall guarantee the extension of city water to serve each lot.
- G. Both telephone and electric service shall be installed underground.
- H. A drainage plan for this area shall be submitted to M. S. Mitchell of the Maintenance-Flood Control Office and a letter from Mitchell approving said plan shall be submitted to the Planning Department. Pad elevations shall be shown on this plan.
- I. Lot 32, Block 6, shall be deleted from the plat as the building restriction line which cuts the lot in half makes it an unsuitable building site.
- I. Street names as provided by Bill McKinley of the Traffic Engineering Division shall be shown on the final plat.
- K. Easements as requested by KG&E and Southwestern Bell and indicated on the Engineer's "marked" copy of the preliminary plat shall be shown on the final plat.
- L. The applicant shall contact Larry Henry of the Soil Conservation Service relative to the leveling of three existing terraces and the proper precautions necessary to prevent soil erosion during development.
- M. Requirements of a final plat (see pages 20-25, Part 4, Article 5 of the M.A.P.C. Subdivision Regulations).

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

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

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Encl.

cc: Car-Ree Enterprises, 6572 E. Central, 67206
Daniel M. Carney, 6572 E. Central, 67206
Dean Sellers, Assistant City Engineer
Timothy Hamilton, County Building, Planning & Inspection

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 76-50 Name TIMBER LAKES ESTATES 2ND ADDITION
Date Application Rec'd. 7-19-76 Preliminary Approval
Scheduled S/D Meeting 7-29-76

DESCRIPTION

General Location West side of 151st Street East in an area north
of Harry.
Owner Car-Ree Enterprises
Surveyor/Engineer Oblinger-Smith Corp.
Address 625 First National Bank Bldg. Phone 262-0451

- | | | | |
|-----------------------------------------------------------------------------|-----------------------|-----------------------------------|------------------|
| 1. Gross Acreage of Plat | <u>86.1±</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>64</u> R/W <u>8,650</u> ft. | |
| Residential | <u>116</u> | b. _____ R/W _____ ft. | |
| Commercial | _____ | c. _____ R/W _____ ft. | |
| Industrial | _____ | d. _____ R/W _____ ft. | |
| Other | _____ | e. _____ R/W _____ ft. | |
| Total Number of Lots | <u>116</u> | TOTAL | <u>8,650</u> ft. |
| 3. Minimum Lot Frontage | <u>60</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>13,000 sq.</u> ft. | streets? <u>yes</u> <u>X</u> no | |
| 5. Existing Zoning | <u>R-1</u> | | |
| 6. Proposed Zoning | <u>R-1 & AA</u> | | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | | | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>Sedgwick County</u> | | | |
| 11. Health Department Approval (where applicable) <u>N/A</u> (Yes-No) | | | |
| 12. City of Wichita _____: Three-Mile Area <u>X</u> | | | |

STAFF COMMENTS:

- A. Since the southeast property corner for Timber Lakes Estates 2nd Addition appears to be at Harry and 151st Street, twenty feet of additional right-of-way shall be dedicated for Harry (for a total of 60 feet half-street right-of-way) and five feet of additional right-of-way shall be dedicated for 151st Street (for a total of 35 feet half-street right-of-way).
- B. The applicant shall, by separate application along with the abutting property owners to the northwest request the vacation of Lincoln Street. Approval of this plat, as currently designed, will be subject to approval of the vacation.
- C. The applicant shall guarantee the paving of all interior streets and 151st Street East from Lincoln to Harry.
- D. The applicant shall guarantee the construction of sidewalks on both sides of all interior streets and along the west side of 151st Street East.
- E. The applicant shall guarantee the expansion of the sanitary sewer treatment facility and the extension of sanitary sewer to serve each lot.
- F. The applicant shall guarantee the extension of city water to serve each lot.
- G. Both telephone and electric service shall be installed underground.
- H. A drainage plan for this area shall be submitted to M. S. Mitchell of the Maintenance-Flood Control Office and a letter from Mitchell approving said plan shall be submitted to the Planning Department.
- I. Pavement widths shall be 34 feet as established by the M.A.P.C. Subdivision Regulations since this plat does not meet the one dwelling unit per acre density which would allow the reduced width of 29 feet.
- J. A 20-foot utility easement shall be shown in Block 4 between Lots 7, 8, 9, 10 and 11.

(OVER)

- K. Lot 32, Block 6, shall be deleted from the plat as the building restriction line which cuts the lot in half makes it an unsuitable building site.
- L. Requirements of a final plat (see pages 20-25, Part 4, Article 5 of the M.A.P.C. Subdivision Regulations).

June 22, 1976

Oblinger-Smith Corporation
625 1st National Bank Building
Wichita, Kansas 67202

Attention Gary Wiley

Re: S/D 76-50 - Timber Lakes
Estates 2nd Addition -
sketch plat.

Dear Mr. Wiley:

We have reviewed the above referred to sketch plat and from said review, we hereby authorize the preparation and submission of a preliminary plat subject to the following comments and conditions:

- A. Jim Aiken, Director of Environmental Health advises that the existing Timber Lakes sewage treatment facility when developed to maximum capacity, will be able to serve this addition, but will not be able to handle any of the other proposed developments in the area until there is a Phase 1 study report completed for the area. A determination will have to be made for an area sewage treatment facility which will also serve the Timber Lakes property as well as the other proposed developments, and Jim Aiken advises that the County has an application prepared to submit to the State Department of Health and the Environmental Protection Agency that, if approved, would provide 75% of the funds for the sewage facility. The County first will have to determine where and how their 25% share will be obtained, such as assessment to the properties to be served, etc.
- B. 30 feet of additional right-of-way for the north half of Harry is needed east of Timber Lakes 1st Addition and should either be dedicated as a part of this plat or shall be dedicated by separate instrument.
- C. The north-south, east-west street indicated on this sketch plat which will tie into the proposed collector street in the Springdale East sketch plat to the north, shall be increased from 64 feet of right-of-way to a 70 foot right-of-way.

Oblinger-Smith Corp.
June 22, 1976
Page 2

D. 35 feet of half-street right-of-way for the west half of 151st Street East shall be indicated all the way to Harry Street.

K-0791
E-2
of [unclear]

The applicant shall by separate application, along with the abutting property owners to the north, request the vacation of Lincoln Street west of the west line of the plat. Approval of this plat will be subject to the approval of the vacation.

F. The guarantees for improvement of the streets to urban standards, the construction of sidewalks adjacent to all streets, the extension of City water to serve each lot and the extension of sanitary sewer to serve each lot and the expansion of the treatment facility will be requirements of the plat approval.

G. Both telephone and electric service shall be installed underground.

H. The applicant and/or his engineer shall work with M. S. Mitchell of the Maintenance-Flood Control Office to design an appropriate drainage plan for the plat, proper floodway dedications, minimum building pads, etc.

I. Requirements for a preliminary plat (see Article 5, Part 3) of the MAPC Subdivision Regulations.

Enclosed for your information and files is a marked "engineers copy" of the sketch plat. If you have any questions on this plat or the filing of a vacation for a segment of Lincoln Street, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Encl.

cc: Car-Rec Interprises, 6572 E. Central, 67206
Daniel M. Carney, 6572 E. Central, 67206
Jim Aiken, Director, Environmental Health

WICHITA-SEDGWICK COUNTY

METROPOLITAN AREA PLANNING DEPARTMENT

DATE 5-26-76

TO *Jim Hamilton County Public Works*
Bill McKinley, Assistant Traffic Engineer
M. S. Mitchell, Maintenance-Flood Control
FROM *Dean Sellers, Assistant City Engineer*
Louise Olivarez, Planning Analyst



SUBJECT Sketch plat of S/D 76-50 *Imber Lakes Estates 2nd Addition*

The above referenced sketch plat was recently submitted to our office. I would appreciate your review of this plat with any comments you may have returned to me no later than *Thursday, June 3, 1976.*

Louise Olivarez
Louise Olivarez
Planning Analyst

LO:rme
Attachment

street R/W & part width?

drainage plan

*151st St. E = Collector? = not open till
east side
dedicated*



FORM 223

PAYMENT NOTICE

City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

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

DESCRIPTION	AMOUNT
<i>Suburban</i>	
<i>...</i>	

Name

Address

Type

Due Date

Comments:

Date

By

7/19/70

[Signature]

130-1163-3-14, B+C

S/D No. 76-50

Map No.: 6446
Section No.: 25
Twp. No.: 27
Range: 2E

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: TIMBER LAKES ESTATES 2ND ADDITION

General Location: BETWEEN HARRY AND LINCOLN, EAST OF 143RD. STREET EAST

Name of Property Owner: CAR-REE ENTERPRISES
Address: 6572 E. CENTRAL 67206 Phone: 686-7314

Name of Subdivider: DANIEL M. CARNEY
Address: 6572 E. CENTRAL 67206 Phone: 686-7314

Name of Agent/Surveyor: OBLINGER-SMITH CORPORATION (GARY WILEY)
Address: 625 FIRST NATIONAL BANK BUILDING 67202 Phone: 262-0451

Date of Application: MAY 25, 1976

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 86.1±
2. Number of Lots: 116
 - Residential 116
 - Commercial 0
 - Industrial 0
 - Other 0
3. Minimum Lot Frontage 60 ft.
4. Minimum Lot Area 13,000 sq. ft.
5. Existing Zoning R-1
6. Proposed Zoning R-1 & AA
7. Lineal Feet of New Streets:
 - a. 64 R/W 8,650 ft.
 - b. R/W ft.
 - c. R/W ft.
 - d. R/W ft.
 - e. R/W ft.
 - TOTAL 8650 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply (Yes-No), Name CITY OF WICHITA
10. Public Sanitary Sewers (Yes-No), Name SEDGWICK COUNTY
11. Health Department Approval (where applicable) N/A (Yes-No)
12. City of Wichita Three-Mile Area

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

Owner's Signature: *Daniel M. Carney*

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

Received by *Carol Stealy*
Date 5-25-76
Fee Submitted None

7-19-76 395⁰⁰

W side of 15 lot & East in an area north of Harry