

Box 80-2

PLAT NO. S/D 77-108 MAP NO. 4647

NAME RAINBOW LAKES WEST THIRD ADDITION

LOCATION: East side of 135th St. West, between
Maple and Central

ENGINEER K. O. Taylor

OWNER L. U. Bell John Fry

APPLICATION FILED 8-18-77

SKETCH PLAT FILED 8-18-77

PRELIMINARY FILED 1-16-78

S/D ACTION 1-26-78 - refer sub; 3-23-78 approve

FINAL FILED 7-31-78

S/D ACTION 8-10-79 approve

MAPC ACTION 8-30-79 approve

BCC ACTION 10-23-79 *Copied*

RECORDED 1 | 4 | 80

REMARKS SCZ-04/13

FILMED

S/D 77-108 - RAINBOW LAKES WEST THIRD
ADDITION - East side of 135th St. West,
between Maple & Central, K.O. Taylor

~~875 (Print)~~

S/D (final) Request for waiver of 5-17-79
water requirement denied

MAED

Map No. 4647
Sec. No. 24
Twp. No. 27S
Range 2W

Subdivision Report and Progress

S/D No.: 77-108

Name: RAINBOW LAKES WEST THIRD ADDITION

General Location: East side of 135 St. West, between Maple & Central

Owner: I. V. Bell

Address: 360 N. 135th St. West, 67235 Phone: ~~722-4176~~ 722-2130

Owner: Subdivider: John Fry 322 Wheatland Place Wichita 67235

Address: _____ Phone: _____

Engineer/Surveyor: K.O. Taylor

Address: 1542 S. St. Francis, 67211 Phone: 264-0341

Application Received 8-18-77

Conf. with Applicant _____

Sketch Plat Received 8-18-77

Present Zoning "R-1"

Proposed Zoning "AA"

Letter of Intent _____

PREL. PLAT RECEIVED _____

S/D Comm. Action 1-26-78 defer subs;

3-28-78 approve

Dept. Report on Prel. _____

FINAL PLAT RECEIVED 1-31-78

S/D Comm. Action 8-11-78 approve

5-17-79 Request for waiver of C-

Dept. Report on Final 8-14-78

M.A.P.C. ACTION 8-30-79 approve

Dept. Report on Final 8-31-79

Letter on Irons Received _____

Title/Taxes Rec'd & Reviewed 9-27-79

Final Review 10-15-79

Referral to B.C.C. 10-16-79

B.C.C. ACTION 10-23-79 Approved

Recorded 1/4/80

TRACING PROGRESS:

Received _____

Released _____

Received _____

Released _____

Comments:

12-1-77 copy of sketch plat collected Dennis Bearden
P.O. Box 18624 67218

He represents Mr. Fry who has purchased 2 of
the lots from Mr. Bell

1-23-78 Mr. Fry's comments to S/Ds: Attn: Alvin A. Elliott, Supt. of
Schools, 231 Walnut, Goddard, Mo 67052 and Attn: Kenneth
Attn: Merlin A. Brunk, Sec. 4, Colwich, Mo 67030

2-9-79 Mrs. John Fry called to say
mail should be sent to the
Fry address on Wheatland Place
instead of to Bell's address
on 135th St.

REGISTER OF DEEDS

SEDGWICK COUNTY, KANSAS

S/D 77-108*
map: 4647
assn: SEC 0413

T9-302 (2)

RAINBOW LAKES WEST THIRD ADDITION was

filed for record on January 4, 1980

Barbara J. McCall
Register of Deeds

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

T9-328

June 30, 1981

RECEIVED

JUL 1 1981

METROPOLITAN PLANNING
ROUTE 84
 20

Mr. Joe Freeman
Assistant Director of Public Works
Sedgwick County
1015 Stillwell
Wichita, Kansas 67213

Dear Mr. Freeman:

This is a letter of inquiry regarding my letter to you of May 19, 1981 regarding "Subdivision Regulations" and to Mr. Schneider's letter to you of May 22, 1981 regarding Rainbow Lakes West 3rd Addition Lift Station Requirements" (copies of these letters are enclosed for your reference).

Would it be possible for you and Mr. Shelor to discuss this matter with myself and Don Schneider at an early date.

Yours truly,


Paul B. Graves, P. E.
Chief Engineer

PBG:gr

cc: Claud Shelor, Director of Public Works, Sedgwick County
John Dekker, Director of Law
John Wynkoop, Director of Water & Water Pollution Control
Robert Lakin, Director of Planning ✓
R. W. Bruggeman, Director of Engineering
Don Schneider, Sanitary Engineer



SEDGWICK COUNTY COURTHOUSE

COUNTY OF SEDGWICK

DEPARTMENT OF PUBLIC WORKS

1250 S. Seneca

WICHITA, KANSAS 67213

PHONE 268-7901

RECEIVED

DEC 3 1980

JOE D. FREEMAN, P.E.
ACTING COUNTY ENGINEER

METROPOLITAN PLANNING December 1, 1980

ROUTE _____

Mr. John Fry
322 Wheatland Place
Wichita, Kansas 67235

RE: Rainbow Lakes West 3rd
Letter of Credit

Dear Mr. Fry:

The existing letter of credit guaranteeing the construction of sidewalks in the referenced addition will expire on December 18, 1980. The sidewalk letter of credit is still required by the revised Metropolitan Area Planning Commission Subdivision Regulations.

The Metropolitan Area Planning Department staff has written twice attempting to get a renewal of the letter of credit, but to date has had no response from you as the platlor of the subdivision. If this office has not received by December 10, 1980 an extension of the letter of credit we will have no choice but to request our Legal Department to take the steps necessary to collect the \$37,000 guarantee.

If you have any questions please contact Mr. A. J. Harkness of this office, or Mr. Forrest Nagley of the Metropolitan Area Planning Department.

Very truly yours,

Joe D. Freeman, P. E.
Acting Director of Public Works

JDF/bd

cc: A. J. Harkness
Forrest Nagley, M.A.P.D. ✓
Craig Robinson, Assistant County Counselor
Home State Bank, Attn: Chas. P. Rowland
Boyd Mills, Attn: Thurman Smith

November 18, 1980

Phil Dietrich, Senior Civil Engineer, County Public Works
Forrest L. Nagley, Junior Planner

Letter of credit guaranteeing sidewalks in Rainbow Lakes
West Third Addition (S/D 77-108)

Our office has been trying to get a renewed letter of credit guaranteeing the construction of sidewalks in the above referenced addition since September of this year. We have written the platator, John Fry, twice. Both times we copied in your office as well as the bank which issued the subject letter of credit.

To date we have been unable to get any type of response from Mr. Fry. The existing letter of credit expires on December 18, 1980. Sidewalks for which the guarantee was originally submitted are required in accordance with the Metropolitan Area Planning Commission's amended Subdivision Regulations. We ask that your office attempt to obtain a renewed letter of credit from Mr. Fry.

The new default date on a renewed letter of credit should be October 18, 1981. The new negotiation or expiration date should be December 18, 1981. On two occasions we have provided Mr. Fry with a new letter of credit form with these dates.

If your office is also unsuccessful in obtaining a renewed guarantee from Mr. Fry, we would recommend that the County proceed to collect on the \$37,000.00 guarantee. Should you have any questions about this matter, please call me at 4421.

Forrest L. Nagley
Junior Planner

FLN:bh

cc: Rainbow Lakes, Inc., c/o John Fry 322 Wheatland Place, 67235
Home State Bank, Attention: Chas. P. Rowland, P.O. Box 8,
Lewis, Ks. 67552
Craig Robinson, Assistant County Counselor

October 17, 1980

Rainbow Lakes, Inc.
c/o John Fry
322 Wheatland Place
Wichita, Ks. 67235

Re: Letter of credit guaranteeing sidewalks in Rainbow Lakes West
3rd Addition (S/D 77-108)

Dear Mr. Fry:

This letter acts as a follow up to My Sept. 12, 1980 letter to you regarding the above-referenced matter. In my earlier letter I advised that your letter of credit in the amount of \$37,000.00 from Home State Bank guaranteeing sidewalks in the above-referenced addition was nearing default. The purpose of this letter is to remind you of your agreement to make these required improvements.

As I advised in my earlier letter, we can accept a one year extension of time for this guarantee. I am once again sending you a new letter of credit form for your use. Please return this new letter of credit to me as soon as possible. I have indicated on the form the appropriate default AND negotiation dates.

Should you have any questions about this matter, please call me at 268-4405. Action on your part is imperative if you wish to avoid default on your present \$37,000.00 guarantee.

Sincerely,

Forrest L. Nagley
Junior Planner

FLN:bh

Attachment

cc: Phil Dietrich, Senior Civil Engineer, County Public Works
Home State Bank, Attention: Chas. P. Rowland, P.O. Box
8, Lewis, Ks. 67552

September 12, 1980

Rainbow Lakes, Inc.
c/o John Fry
322 Wheatland Place
Wichita, Ks. 67235

Re: Letter of credit guaranteeing sidewalks in Rainbow Lakes
West 3rd Addition (S/D 77-108)

Dear Mr. Fry:

Your letter of credit in the amount of \$37,000.00 from Home State Bank guaranteeing the construction of required sidewalks in the above-referenced addition is nearing default. Sidewalks are to be installed on the following streets by October 18, 1980:

1. Southerly side of Forestview;
2. Westerly side of Angela;
3. North side of Douglas.

County Public Works has advised that, as of this date, none of these required sidewalks have been constructed.

A one year extension of time can be granted for this guarantee. Attached please find a copy of our letter of credit form for your use when renewing this letter of credit. Please return this new letter of credit to me at your earliest convenience. Once I have received it, I will proceed to release your existing \$37,000.00 guarantee.

Should you have any questions about this matter, please call me at 268-4405.

Sincerely,

Forrest L. Nagley
Junior Planner

FLN:bh

Attachment

cc: Phil Dietrich, Senior Civil Engineer, County Public Works
Home State Bank, Attention: Chas. P. Rowland, P.O. Box 8,
Lewis, Kansas 67552

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE August 27, 1980

[Handwritten signature]
Louise

TO Ray Bruggeman, Director of Engineering
FROM John D. Wynkoop, Director of Water and Water Pollution Control
SUBJECT Rainbow Lakes
3rd & 4th Sanitary Sewers

You have received a copy of the August 22, 1980 letter to me from L. E. Mullins, Sedgwick County Director of Public Works, regarding his stated position that the county will provide construction engineering and inspection for the subject item.

As I remember in the development of the agreement, it was our position that since the Rainbow Lakes sewer collection system would be discharging into the City's, and Rainbow Lakes would in time be annexed, we should provide the construction inspection. I would appreciate knowing how you feel about Mr. Mullins' proposal, and whether or not we should meet with him and discuss it further.

[Handwritten signature]
John D. Wynkoop
Director of Water and
Water Pollution Control

JDW/b

cc: Robert Lakin, Director of Planning, w/a
Darrell Brewer, Superintendent of Sewer Maintenance, w/a

RECEIVED

AUG 28 1980

METROPOLITAN PLANNING

ROUTE

MED



SEDGWICK COUNTY COURTHOUSE

COUNTY OF SEDGWICK
DEPARTMENT OF PUBLIC WORKS

1250 S. SENECA
WICHITA, KANSAS 67213

PHONE 268-7901

LAWRENCE E. MULLINS
DIRECTOR OF PUBLIC WORKS

August 22, 1980



Mr. John Wynkoop
Director of Public Works
City of Wichita

RE: Rainbow Lakes 3rd & 4th
Sanitary Sewers

Dear Mr. Wynkoop:

The agreement between the City of Wichita and Sedgwick County concerning the design, construction and operation of a sanitary sewer collection system for the referenced development sets out in Item 4. that:

4. "The County will award a contract for construction of the system. City forces will inspect the construction of the system, including air testing and television inspection. The County will not accept the system from the construction contractor until the City has determined that it meets the necessary standards."

The County will let and administer the construction contract in accordance with Item 1. As a part of the contract administration our staff will perform the construction engineering and inspection. We will notify you at the appropriate times so your staff may conduct the inspections as outlined in Item 4.

If you have any questions or objections to the arrangement please make a written response directed to me.

Very truly yours,

L. E. Mullins
L. E. Mullins
Director of Public Works

LEM/JDF/bd
attachment
cc: Mr. Bruggeman

AGREEMENT

This agreement, made and entered into this _____ day of _____, 19_____, by and between Sedgwick County, Kansas, hereinafter called the County, and the City of Wichita, Kansas, hereinafter called the City, for the construction, operation, and maintenance of a wastewater collection system comprised of sanitary sewer laterals, a force main, and pump station, serving the following tracts of land:

1. The Southeast Quarter of Section 24, Township 27 South, Range 2 West, Sedgwick County, Kansas; except a tract in the Southeast Quarter of Section 24, Township 27 South Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point on the east line of said Southeast Quarter, 1168.9 feet north of the southeast corner of said Southeast Quarter; thence west at right angles, 449.65 feet; thence north at right angles, 389.23 feet; thence East at right angles 449.65 feet to the east line of said Southeast Quarter, thence south 389.23 feet to the point of beginning, containing 4.02 acres more or less.
2. A tract in the SW $\frac{1}{4}$ of Section 24, T27S, R2W of the 6th P.M., Sedgwick County, Kansas described as follows:
Beginning at the SE corner of said SW $\frac{1}{4}$; thence S 88° 55' 03" W along the south line of said SW $\frac{1}{4}$, 330 feet; thence N 0° 11' 20" W parallel to the east line of said SW $\frac{1}{4}$, 264.18 feet; thence N 52° 01' 37" W, 2542.09 feet; thence S 37° 58' 23" W, 19.12 feet to the P.C. of a curve; thence southerly on a curve to the left having a radius of 236 feet and a deflection angle of 38° 02' 30", 159.69 feet to the P.T. of said curve; thence S 0° 04' 07" E parallel to the west line of said SW $\frac{1}{4}$, 250 feet; thence S 89° 55' 53" W, 244 feet to the west line of said SW $\frac{1}{4}$; thence N 0° 04' 07" W along the west line of said SW $\frac{1}{4}$, 750.27 feet to a point 427.73 feet south of the NW corner of said SW $\frac{1}{4}$; thence N 61° 47' 03" E, 950.52 feet to a point on the north line of said SW $\frac{1}{4}$, 838.36 feet east of the NW corner of said SW $\frac{1}{4}$; thence N 88° 31' 08" E along the north line of said SW $\frac{1}{4}$, 1795.34 feet to the NE corner of said SW $\frac{1}{4}$; thence S 0° 11' 20" E, 2657.3 feet to the point of beginning.
3. Part of the SW $\frac{1}{4}$ of Section 24 and part of the NW $\frac{1}{4}$ of Section 24, all in T27S, R2W, described as:
Beginning at the SW corner of said NW $\frac{1}{4}$; thence N 0° 00' E along the west line of said NW $\frac{1}{4}$, 2364.20 feet to a point 280 feet south of the NW corner of said NW $\frac{1}{4}$; thence N 89° 18' 30" E parallel to the north line of said NW $\frac{1}{4}$, 520 feet; thence S 0° 00' W, 806.21 feet; thence S 41° 25' E, 669.66 feet; thence N 45° 43' 15" E, 200.25 feet; thence S 41° 25' E, 234.28 feet to the P.C. of a curve; thence southeasterly on a curve to the right having a radius of 258 feet and a deflection angle of 20° 30', 92.31 feet to the P.T. of said curve; thence S 20° 55' E on a tangent to said curve, 88.07 feet to the P.C. of a curve; thence southeasterly on a curve to the left having a radius of 200 feet and a deflection angle of 21° 55', 103.28 feet; thence S 42° 50' E, on a tangent to said curve, 120 feet; thence N 47° 10' E, 70 feet; thence

N 50° 19' E, 183.84 feet; thence S 55° 04' 22" E, 377.86 feet; thence S 15° 46' 49" E, 606.26 feet to the south line of said NW¼; thence S 88° 31' 08" W on the south line of said NW¼, 1305.91 feet to a point 838.36 feet east of the SW corner of said NW¼; thence S 61° 47' 03" W, 950.52 feet to the west line of the SW¼, Section 24; thence N 0° 04' 07" W, 427.73 feet to the point of beginning.

4. Beginning at the SE corner of the SW¼ of Section 24, T27S, R2W of the 6th P.M. Sedgwick County, Kansas; thence west along the south line of said SW¼ to the SW corner of said SW¼; thence north along the west line of the SW¼ of said section to the SE corner of the north ½ of the SE¼ of Section 23, T27S, R2W of the 6th P.M. Sedgwick County, Kansas; thence west along south line of the north ½ of said SE¼ to the SW corner of the north ½ of said SE¼; thence north to the NW corner of said SE¼, thence east to the NE corner of said SE¼; thence north along the west line of the NW¼ of Section 24, T27S, R2W of the 6th P.M. Sedgwick County, Kansas to a point 280 feet south of the NW corner of said NW¼; thence N 89° 18' 30" E parallel to the north line of said NW¼, 520 feet; thence S 0° 00' W, 806.21 feet; thence S 41° 25' E, 669.66 feet; thence N 45° 43' 15" E, 200.25 feet; thence S 41° 25' E, 234.28 feet to the P.C. of a curve; thence southeasterly on a curve to the right having a radius of 258 feet and a deflection angle of 20° 30', 92.31 feet to the P.T. of said curve; thence S 20° 55' E on a tangent to said curve, 88.07 feet to the P.C. of a curve; thence southeasterly on a curve to the left having a radius of 270 feet and a deflection angle of 21° 55' E, 103.28 feet; thence S 42° 50' E, on a tangent to said curve, 120 feet; thence N 47° 10' E, 70 feet; thence N 50° 19' E, 183.84 feet; thence S 55° 04' 22" E, 377.86 feet; thence S 15° 46' 49" E, 606.26 feet to the south line of said NW¼; thence east along the south line of said NW¼ to the SE corner of said NW¼; thence south along the east line of the SW¼ of Section 24, T27S, R2W to the point of beginning.
5. North half of the Southeast Quarter, Section 23, Township 27 South, Range 2 West, 6th P.M. Sedgwick County, Kansas.

WITNESSETH:

The County and the City agree to the following:

1. The County will issue general obligation bonds to finance the construction of the system. Special assessment taxes levied on the above tracts will repay the bonds.
2. The County will retain ownership of the system until the bonds are retired. At that time, in return for one dollar and other valuable considerations, the County will transfer ownership of the system to the City.
3. Design and construction of said system will conform to standards set forth by the City. The County will submit plans and specifications to the City Engineer for approval, prior to advertising for bids for construction.

4. The County will award a contract for construction of the system. City forces will inspect the construction of the system, including air testing and television inspection. The County will not accept the system from the construction contractor until the City has determined that it meets the necessary standards.
5. The City will accept into its municipal sewer system all wastewater discharged from the tracts legally described in this agreement. The City will not accept wastewater discharged from other tracts of land outside the Wichita City limits into the system described in this agreement, unless so arranged by separate agreements.
6. The City will bill and collect all sewer service charges to the property described in this agreement, and will retain all charges collected in the City's sewer utility fund.
7. The City will perform, and bear the cost of, all repairs, replacements, modifications, and routine maintenance work necessary to keep the system in proper operating condition in accordance with applicable governmental requirements.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the respective duly authorized officers this _____ day of _____, 19_____.

(SEAL)

ATTEST:

City Clerk, City of Wichita

THE CITY OF WICHITA, KANSAS

Tony Casado, Mayor, City of Wichita

(SEAL)

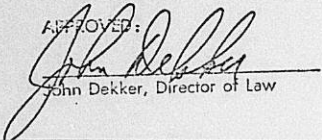
ATTEST:

County, Clerk, Sedgwick County

SEDGWICK COUNTY, KANSAS

Everett Patrick, Chairman
Board of County Commissioners

APPROVED:


John Dekker, Director of Law

January 17, 1980

Theodore H. Hill, County Counselor

Louise Olivarez, Senior Planner

City-County Sewer Agreement for the Rainbow
Lakes area

Attached for your files is a copy of the fully-signed and recorded agreement between the City and the County regarding sanitary sewer service to portions of Section 24, Township 27 South, Range 2 West and a portion of Section 23, Township 27 South, Range 2 West. This agreement was signed by the Board of County Commissioners on November 14, 1979, and by the Board of City Commissioners on November 27, 1979.

Louise Olivarez
Senior Planner
LO:bh

Attach.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
DEC 17 1979
8:27 A.M.

MICROFILMED
OF RECORD

FILM 400 PAGE 193

4 71608

NO. BETTE F. MCCART
REGISTER OF DEEDS

AGREEMENT

This agreement, made and entered into this 27TH day of Nov., 19 79, by and between Sedgwick County, Kansas, hereinafter called the County, and the City of Wichita, Kansas, hereinafter called the City, for the construction, operation, and maintenance of a wastewater collection system comprised of sanitary sewer laterals, a force main, and pump station, serving the following tracts of land:

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Beginning at the SE corner of said SW $\frac{1}{4}$; thence S 88° 55' 03" W along the south line of said SW $\frac{1}{4}$, 330 feet; thence N 0° 11' 20" W parallel to the east line of said SW $\frac{1}{4}$, 264.18 feet; thence N 52° 01' 37" W, 2542.09 feet; thence S 37° 58' 23" W, 19.12 feet to the P.C. of a curve; thence southerly on a curve to the left having a radius of 236 feet and a deflection angle of 38° 02' 30", 159.69 feet to the P.T. of said curve; thence S 0° 04' 07" E parallel to the west line of said SW $\frac{1}{4}$, 250 feet; thence S 89° 55' 53" W, 244 feet to the west line of said SW $\frac{1}{4}$; thence N 0° 04' 07" W along the west line of said SW $\frac{1}{4}$, 750.27 feet to a point 427.73 feet south of the NW corner of said SW $\frac{1}{4}$; thence N 61° 47' 03" E, 950.52 feet to a point on the north line of said SW $\frac{1}{4}$, 838.36 feet east of the NW corner of said SW $\frac{1}{4}$; thence N 88° 31' 08" E along the north line of said SW $\frac{1}{4}$, 1795.34 feet to the NE corner of said SW $\frac{1}{4}$; thence S 0° 11' 20" E, 2657.3 feet to the point of beginning.

3. Part of the SW $\frac{1}{4}$ of Section 24 and part of the NW $\frac{1}{4}$ of Section 24, all in T27S, R2W, described as:

Beginning at the SW corner of said NW $\frac{1}{4}$; thence N 0° 00' E along the west line of said NW $\frac{1}{4}$, 2364.20 feet to a point 280 feet south of the NW corner of said NW $\frac{1}{4}$; thence N 89° 18' 30" E parallel to the north line of said NW $\frac{1}{4}$, 520 feet; thence S 0° 00' W, 806.21 feet; thence S 41° 25' E, 669.66 feet; thence N 45° 43' 15" E, 200.25 feet; thence S 41° 25' E, 234.28 feet to the P.C. of a curve; thence southeasterly on a curve to the right having a radius of 258 feet and a deflection angle of 20° 30', 92.31 feet to the P.T. of said curve; thence S 20° 55' E on a tangent to said curve, 88.07 feet to the P.C. of a curve; thence southeasterly on a curve to the left having a radius of 200 feet and a deflection angle of 21° 55', 103.28 feet; thence S 42° 50' E, on a tangent to said curve, 120 feet; thence N 47° 10' E, 70 feet; thence

7.00

City Clerk

N 50° 19' E, 183.84 feet; thence S 55° 04' 22" E, 377.86 feet; thence S 15° 46' 49" E, 606.26 feet to the south line of said NW¼; thence S 88° 31' 08" W on the south line of said NW¼, 1305.91 feet to a point 838.36 feet east of the SW corner of said NW¼; thence S 61° 47' 03" W, 950.52 feet to the west line of the SW¼, Section 24; thence N 0° 04' 07" W, 427.73 feet to the point of beginning.

4. Beginning at the SE corner of the SW¼ of Section 24, T27S, R2W of the 6th P.M. Sedgwick County, Kansas; thence west along the south line of said SW¼ to the SW corner of said SW¼; thence north along the west line of the SW¼ of said section to the SE corner of the north ½ of the SE¼ of Section 23, T27S, R2W of the 6th P.M. Sedgwick County, Kansas; thence west along south line of the north ½ of said SE¼ to the SW corner of the north ½ of said SE¼; thence north to the NW corner of said SE¼, thence east to the NE corner of said SE¼; thence north along the west line of the NW¼ of Section 24, T27S, R2W of the 6th P.M. Sedgwick County, Kansas to a point 280 feet south of the NW corner of said NW¼; thence N 89° 18' 30" E parallel to the north line of said NW¼, 520 feet; thence S 0° 00' W, 806.21 feet; thence S 41° 25' E, 669.66 feet; thence N 45° 43' 15" E, 200.25 feet; thence S 41° 25' E, 234.28 feet to the P.C. of a curve; thence southeasterly on a curve to the right having a radius of 258 feet and a deflection angle of 20° 30', 92.31 feet to the P.T. of said curve; thence S 20° 55' E on a tangent to said curve, 88.07 feet to the P.C. of a curve; thence southeasterly on a curve to the left having a radius of 270 feet and a deflection angle of 21° 55' E, 103.28 feet; thence S 42° 50' E, on a tangent to said curve, 120 feet; thence N 47° 10' E, 70 feet; thence N 50° 19' E, 183.84 feet; thence S 55° 04' 22" E, 377.86 feet; thence S 15° 46' 49" E, 606.26 feet to the south line of said NW¼; thence east along the south line of said NW¼ to the SE corner of said NW¼; thence south along the east line of the SW¼ of Section 24, T27S, R2W to the point of beginning.
5. North half of the Southeast Quarter, Section 23, Township 27 South, Range 2 West, 6th P.M. Sedgwick County, Kansas.

WITNESSETH:

The County and the City agree to the following:

1. The County will issue general obligation bonds to finance the construction of the system. Special assessment taxes levied on the above tracts will repay the bonds.
2. The County will retain ownership of the system until the bonds are retired. At that time, in return for one dollar and other valuable considerations, the County will transfer ownership of the system to the City.
3. Design and construction of said system will conform to standards set forth by the City. The County will submit plans and specifications to the City Engineer for approval, prior to advertising for bids for construction.

4. The County will award a contract for construction of the system. City forces will inspect the construction of the system, including air testing and television inspection. The County will not accept the system from the construction contractor until the City has determined that it meets the necessary standards.
5. The City will accept into its municipal sewer system all wastewater discharged from the tracts legally described in this agreement. The City will not accept wastewater discharged from other tracts of land outside the Wichita City limits into the system described in this agreement, unless so arranged by separate agreements.
6. The City will bill and collect all sewer service charges to the property described in this agreement, and will retain all charges collected in the City's sewer utility fund.
7. The City will perform, and bear the cost of, all repairs, replacements, modifications, and all maintenance work necessary to keep the system in proper operating condition in accordance with applicable governmental requirements.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the respective duly authorized officers this 27th day of November, 1979.

(SEAL)

ATTEST

Dale C. Rea
Deputy City Clerk, City of Wichita

THE CITY OF WICHITA, KANSAS

Robert G. Knight
ROBERT G. KNIGHT, VICE MAYOR, City of Wichita



(SEAL)

ATTEST

Walter K. White
County Clerk, Sedgwick County

SEDGWICK COUNTY, KANSAS

Tom Scott
Tom Scott, Chairman, Board of Commissioners

APPROVED:

John Dekker
John Dekker, Director of Law

APPROVED AS TO FORM ONLY:

Theodore M. Hill
Theodore M. Hill, County Counselor

December 21, 1979

Phil Dietrich, Senior Engineer

Forrest L. Nagley, Junior Planner

Letters of credit for sanitary sewer force
main and sidewalks in The Rainbow Lakes
West Third Addition

Enclosed herewith are the original letters of credit in the amounts of \$32,000.00 and \$37,000.00 for the account of Rainbow Lakes, Inc., guaranteeing the construction of the sanitary sewer force main and sidewalks, respectively.

Mr. John Fry delivered these documents to the Planning Department on December 21, and at that time advised that their form has met with the approval of the County Counselor. Mr. Fry further advised that the letter of credit for sanitary sewer represents a revision of an existing letter of credit forwarded to your office from the Planning Department by a memo dated October 31, 1979.

The letters of credit should be filed with the County Clerk until such time as the guaranteed improvements have been constructed. Should you have any questions about this matter, please call me.

Sincerely,

Forrest L. Nagley
Junior Planner

FLN:bh

Attachments (2)

The Home State Bank

IRREVOCABLE LETTER OF CREDIT

December 18, 1979

CREDIT # R-14

Board of County Commissioners
County of Sedgwick
Wichita, 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 Thirty seven thousand dollars (\$37,000.00) for the account of Rainbow Lakes, 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 Dec. 18, 1980:

1. SIDEWALK CONSTRUCTION

in Rainbow Lakes West Third Addition, a subdivision located in Sedgwick County, Kansas.

Acting through the County Engineer, 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 The Home State Bank, Credit No. R-13, Dated December 18, 1979".

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side thereof and the presentment 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, this Letter of Credit is subject to the "Uniform Customs and Practice of Documentary Credits" (1962 Revision), fixed by the International Chamber of Commerce (Brochure No. 222).

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 December 18, 1980.

Yours very truly,
The Home State Bank
by *Chris P. Rowland*
Assistant Vice President

Phone 316-324-5531

P. O. Box 8

Lewis, Kansas 67552

The Home State Bank

IRREVOCABLE LETTER OF CREDIT

October 26, 1979

CREDIT # R-13

Board of County Commissioners
County of Sedgwick
Wichita, 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 Thirty-two thousand dollars (\$32,000.00) for the account of Rainbow Lakes, 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 June 30, 1980,

1. SANITARY SEWER FORCE MAIN

in Rainbow Lakes West Third Addition, a subdivision located in Sedgwick County, Kansas.

Acting through the County Engineer, 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 The Home State Bank, Credit No. R-13, dated October 26, 1979".

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side thereof and the presentment 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, this Letter of Credit is subject to the "Uniform Customs and Practice of Documentary Credits" (1962 Revision), fixed by the International Chamber of Commerce (Brochure No. 222).

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 August 30, 1980.

Very truly yours,

The Home State Bank

by *Chas. P. Rowland*
Assistant Vice President

Phone 316-324-5531

P. O. Box 8

Lewin, Kansas 67552

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS 67203

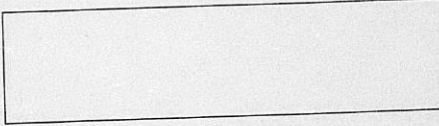
TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:

1. INFORMATION ON ITEMS TAXED

VALUATION		MILL LEVY	GENERAL TAX		OTHER TAX	TOTAL TAX	AMOUNT PAID	
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

TAXED ITEMS



SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:

1. INFORMATION ON ITEMS TAXED

VALUATION		MILL LEVY	GENERAL TAX		OTHER TAX	TOTAL TAX	AMOUNT PAID	
4,550		79.832	363.24			363.24	363.29	
6.83	78.36	38.14	223.62			14.07	2.22	BREAK DOWN
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

1979 REAL ESTATE TAXED ITEMS
 BEG SE COR SW1/4 W 330 FT N 264.18 FT NW 2542.09 FT SWLY 178.81 FT S
 250 FT W 244 FT TO W LI SW1/4 N 750.27 FT NE 950.52 FT E 1795.34 FT
 TO NE COR SW1/4 S TO BEG. SEC 24-27-2W

2 RECEIPT VALIDATION 7073 EHS 0707 0174877 3K 12-21-79 363.24 05

BALANCE DUE: .00

79-0-A1 - 00141-0002- 0201
 RAINBOW LAKES INC

MED

THE CITY OF WICHITA



WATER DEPARTMENT
OFFICE OF THE DIRECTOR
CITY HALL - EIGHTH FLOOR
425 NORTH MAIN STREET
WICHITA, KANSAS 67202

RECEIVED

DEC 12 1979

METROPOLITAN PLANNING
ROUTE *John*

December 11, 1979

Andy Harkness
Department of Public Works
1015 Stillwell
Wichita, Kansas 67213

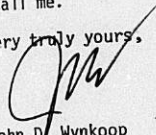
Dear Andy:

I've attached, for your file, a final copy of the sewer agreement for Rainbow Lakes Estates.

Since we are to be responsible for the operation and maintenance of the system, we will plan on issuing all sewer connection permits through our Central Inspection Division. We will also plan on making all taps on the sewer laterals with our crews.

If you have any questions, please call me.

Very truly yours,


John D. Wynkoop
Director of Water and
Water Pollution Control

JDW/b

Attachment

cc: Don Anderson, Director of Economic Development
Darrell Brewer, Supt. of Sewer Maintenance
Robert Lakin, Director of Planning ✓

November 21, 1979

Donald C. Gisick, City Clerk
Louise Olivarez, Senior Planner

City-County Sewer Agreement for the Rainbow Lakes
Area

On October 23, 1979, the Board of City Commissioners approved the plats of Rainbow Lakes West Third and Fourth Additions subject to completion of several items. One item was a joint City-County agreement pertaining to the construction, operation and maintenance of a sanitary sewer system for several tracts of land located near Maple and 135th Street West. John Dekker had already approved an agreement which had been submitted by John Wynkoop and on November 14, 1979, the Board of County Commissioners approved this agreement.

The original agreement and one xerox copy, both signed by the County are attached herewith. Please schedule this matter on the Clerk's agenda for November 27, 1979, with the following recommended action:

"Approve the joint City-County sewer agreement and authorize the Mayor to sign."

The signed original document should be recorded with the Register of Deeds. The signed xerox copy should be returned to John Wynkoop. The recording fee may be billed to the platlor of Rainbow Lakes West Third Addition:

Mr. John Fry
322 Wheatland Place
Wichita, Kansas 67235

If you have any questions regarding this matter, please call John Wynkoop or me.

Sincerely,

Louise Olivarez
Senior Planner

LO:bh



SEDGWICK COUNTY, KANSAS

LEGAL DEPARTMENT

THEODORE H. HILL
COUNTY COUNSELOR

COUNTY COURTHOUSE • SUITE 318 • WICHITA, KANSAS 67203 • TELEPHONE (316) 268-7111

DATE: November 16, 1979
TO: John Wynkoop, Wichita Water Department
FROM: Theodore H. Hill, County Counselor
RE: Agreement Regarding ^{Rainbow Lakes} ~~Timber Lakes~~ Sanitary Sewer

Enclosed herewith please find the above referenced agreement signed by the Chairman of the Board of County Commissioners and the County Clerk.

Please note that a change was made on page 3 of the agreement after Mr. Dekker signed the same. In Paragraph No. 7 the word "routine" was changed to the word "all".

If you have any questions regarding this matter, please do not hesitate to contact me.

THH:sd

Enc.

John Wynkoop transmitted documents to Planning 11-21-79 and stated the agreement should be scheduled on P.C.C. agenda for approval and signatures.

AGREEMENT

This agreement, made and entered into this _____ day of _____, 19_____, by and between Sedgwick County, Kansas, hereinafter called the County, and the City of Wichita, Kansas, hereinafter called the City, for the construction, operation, and maintenance of a wastewater collection system comprised of sanitary sewer laterals, a force main, and pump station, serving the following tracts of land:

1. The Southeast Quarter of Section 24, Township 27 South, Range 2 West, Sedgwick County, Kansas; except a tract in the Southeast Quarter of Section 24, Township 27 South Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point on the east line of said Southeast Quarter, 1168.9 feet north of the southeast corner of said Southeast Quarter; thence west at right angles, 449.65 feet; thence north at right angles, 389.23 feet; thence East at right angles 449.65 feet to the east line of said Southeast Quarter, thence south 389.23 feet to the point of beginning, containing 4.02 acres more or less.
2. A tract in the SW $\frac{1}{4}$ of Section 24, T27S, R2W of the 6th P.M., Sedgwick County, Kansas described as follows:
Beginning at the SE corner of said SW $\frac{1}{4}$; thence S 88° 55' 03" W along the south line of said SW $\frac{1}{4}$, 330 feet; thence N 0° 11' 20" W parallel to the east line of said SW $\frac{1}{4}$, 264.18 feet; thence N 52° 01' 37" W, 2542.09 feet; thence S 37° 58' 23" W, 19.12 feet to the P.C. of a curve; thence southerly on a curve to the left having a radius of 236 feet and a deflection angle of 38° 02' 30", 159.69 feet to the P.T. of said curve; thence S 0° 04' 07" E parallel to the west line of said SW $\frac{1}{4}$, 250 feet; thence S 89° 55' 53" W, 244 feet to the west line of said SW $\frac{1}{4}$; thence N 0° 04' 07" W along the west line of said SW $\frac{1}{4}$, 750.27 feet to a point 427.73 feet south of the NW corner of said SW $\frac{1}{4}$; thence N 61° 47' 03" E, 950.52 feet to a point on the north line of said SW $\frac{1}{4}$, 838.36 feet east of the NW corner of said SW $\frac{1}{4}$; thence N 38° 31' 08" E along the north line of said SW $\frac{1}{4}$, 1795.34 feet to the NE corner of said SW $\frac{1}{4}$; thence S 0° 11' 20" E, 2657.3 feet to the point of beginning.
3. Part of the SW $\frac{1}{4}$ of Section 24 and part of the NW $\frac{1}{4}$ of Section 24, all in T27S, R2W, described as:
Beginning at the SW corner of said NW $\frac{1}{4}$; thence N 0° 00' E along the west line of said NW $\frac{1}{4}$, 2364.20 feet to a point 280 feet south of the NW corner of said NW $\frac{1}{4}$; thence N 89° 18' 30" E parallel to the north line of said NW $\frac{1}{4}$, 520 feet; thence S 0° 00' W, 806.21 feet; thence S 41° 25' E, 669.66 feet; thence N 45° 43' 15" E, 200.25 feet; thence on a curve to the right having a radius of 258 feet and a deflection angle of 20° 30', 92.31 feet to the P.T. of said curve; thence S 20° 55' E on a tangent to said curve, 88.07 feet to the P.C. of a curve; thence southeasterly on a curve to the left having a radius of 200 feet and a deflection angle of 21° 55', 103.28 feet; thence S 42° 50' E, on a tangent to said curve, 120 feet; thence N 47° 10' E, 70 feet; thence

N 50° 19' E, 183.84 feet; thence S 55° 04' 22" E, 377.86 feet; thence S 15° 46' 49" E, 606.26 feet to the south line of said NW¼; thence S 88° 31' 08" W on the south line of said NW¼, 1305.91 feet to a point 838.36 feet east of the SW corner of said NW¼; thence S 61° 47' 03" W, 950.52 feet to the west line of the SW¼, Section 24; thence N 0° 04' 07" W, 427.73 feet to the point of beginning.

- 4: Beginning at the SE corner of the SW¼ of Section 24, T27S, R2W of the 6th P.M. Sedgwick County, Kansas; thence west along the south line of said SW¼ to the SW corner of said SW¼; thence north along the west line of the SW¼ of said section to the SE corner of the north ½ of the SE¼ of Section 23, T27S, R2W of the 6th P.M. Sedgwick County, Kansas; thence west along south line of the north ½ of said SE¼ to the SW corner of the north ½ of said SE¼; thence north to the NW corner of said SE¼, thence east to the NE corner of said SE¼; thence north along the west line of the NW¼ of Section 24, T27S, R2W of the 6th P.M. Sedgwick County, Kansas to a point 280 feet south of the NW corner of said NW¼; thence N 89° 18' 30" E parallel to the north line of said NW¼, 520 feet; thence S 0° 00' W, 806.21 feet; thence S 41° 25' E, 669.66 feet; thence N 45° 43' 15" E, 200.25 feet; thence S 41° 25' E, 234.28 feet to the P.C. of a curve; thence southeasterly on a curve to the right having a radius of 258 feet and a deflection angle of 20° 30', 92.31 feet to the P.T. of said curve; thence S 20° 55' E on a tangent to said curve, 88.07 feet to the P.C. of a curve; thence southeasterly on a curve to the left having a radius of 270 feet and a deflection angle of 21° 55' E, 103.28 feet; thence S 42° 50' E, on a tangent to said curve, 120 feet; thence N 47° 10' E, 70 feet; thence N 50° 19' E, 183.84 feet; thence S 55° 04' 22" E, 377.86 feet; thence S 15° 46' 49" E, 606.26 feet to the south line of said NW¼; thence east along the south line of said NW¼ to the SE corner of said NW¼; thence south along the east line of the SW¼ of Section 24, T27S, R2W to the point of beginning.
5. North half of the Southeast Quarter, Section 23, Township 27 South, Range 2 West, 6th P.M. Sedgwick County, Kansas.

WITNESSETH:

The County and the City agree to the following:

1. The County will issue general obligation bonds to finance the construction of the system. Special assessment taxes levied on the above tracts will repay the bonds.
2. The County will retain ownership of the system until the bonds are retired. At that time, in return for one dollar and other valuable considerations, the County will transfer ownership of the system to the City.
3. Design and construction of said system will conform to standards set forth by the City. The County will submit plans and specifications to the City Engineer for approval, prior to advertising for bids for construction.

4. The County will award a contract for construction of the system. City forces will inspect the construction of the system, including air testing and television inspection. The County will not accept the system from the construction contractor until the City has determined that it meets the necessary standards.
5. The City will accept into its municipal sewer system all wastewater discharged from the tracts legally described in this agreement. The City will not accept wastewater discharged from other tracts of land outside the Wichita City limits into the system described in this agreement, unless so arranged by separate agreements.
6. The City will bill and collect all sewer service charges to the property described in this agreement, and will retain all charges collected in the City's sewer utility fund.
7. The City will perform, and bear the cost of, all repairs, replacements, modifications, and all maintenance work necessary to keep the system in proper operating condition in accordance with applicable governmental requirements.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by the respective duly authorized officers this _____ day of _____, 19_____.

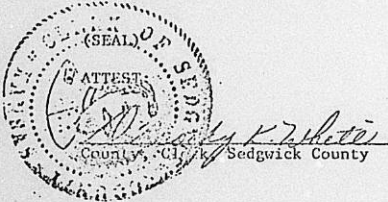
(SEAL)

ATTEST:

City Clerk, City of Wichita

THE CITY OF WICHITA, KANSAS

Tony Casado, Mayor, City of Wichita



SEDGWICK COUNTY, KANSAS

Tom Scott, Chairman, Board of Commissioners

APPROVED AS TO FORM ONLY:

Theodore J. Hill, County Counselor

APPROVED:

John Dekker, Director of Law

Lewis

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 266-4561

October 30, 1979

Mr. David Stannard
Associated Material & Supply, Inc.
4401 West 53rd Street North
Wichita, Kansas 67235

Dear Mr. Stannard:

I am in receipt of a copy of your letter to Mr. McLure concerning the construction of a temporary drainage easement being built across your land as a condition of the Rainbow Lakes plats. The guarantee of construction of that drainage was a requirement of the Rainbow Lakes plats. We will accept your letter to Mr. McLure as an interim guarantee for the purposes of releasing the Rainbow Lakes plats for recording.

However, at the time the conditional use case is heard by the County Commission, it will be one of our recommendations that either by separate agreement or as a condition of borrow that the drainage channel be constructed in accordance with County plans and specifications. If there are any questions concerning this item, please call.

Sincerely,

Robert A. Lakin
Director of Planning

RAL:eme

cc: Theodore H. Hill, County Counselor
G. C. McLure, Jr., Director, County Department
of Public Works
John Fry, President, Rainbow Lakes, Inc.
322 Wheatland Place, 67235
✓ Louise Olivarez, Senior Planner, Current Plans Division

CU-226

October 24, 1979

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

Dear Mr. McLure:

At such time as the temporary drainage easement (as shown on the attached drawing) needs to be built across our land, we will see that the work is done.

Sincerely,

ASSOCIATED MATERIAL & SUPPLY CO., INC.

D. L. Stannard

D. L. Stannard
President

DLS:cw

cc: ✓ Robert Lakin
Metropolitan Planning Director
City of Wichita

100' Temporary Drainage Easement
SW 1/4 of the SE 1/4 of Sec. 24, T27S, R2W
Sedgwick County, Kansas

The following description is of the centerline of a 100 foot, 50 feet on each side, temporary drainage easement, located in the Southwest 1/4 of the Southeast 1/4 of Section 24, Township 27 South, Range 2 West, Sedgwick County, Kansas and is more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 24, Township 27 South, Range 2 West, Sedgwick County, Kansas; thence North, 105.00 feet to the Point of Beginning; thence from said Point of Beginning N. $-79^{\circ} 17' 34''$ - E., 224.88 feet; thence S. $-76^{\circ} 04' 31''$ - E., 53.00 feet to the point of curvature of a curve concave to the left; thence along said curve an arc distance of 131.88 feet, said curve having the following properties ($R = 250.00'$ central angle = $30^{\circ} 13' 25''$, Tan. = 67.51') to the point of tangency; thence N. $-73^{\circ} 42' 04''$ - E., 0.87 feet to the point of curvature of a curve concave to the right; thence along said curve an arc distance of 214.77 feet, said curve having the following properties ($R = 400.00'$, central angle = $30^{\circ} 45' 47''$, Tan. = 110.04'), to the point of tangency; thence S. $-75^{\circ} 32' 09''$ - E., 46.01 feet to the point of curvature of a curve concave to the left; thence along said an arc distance of 212.24 feet, said curve having the following properties ($R = 190.00'$, central angle = $64^{\circ} 00' 07''$, Tan. = 118.73'), to the point of tangency; thence N $-40^{\circ} 27' 44''$ - E., 73.47 feet to the point of termination.

MICROFILMED
FROM THE BEST
AVAILABLE COPY

File -

10/29/79

RAC & Wynkoop talk to Hill re Seven agreement. Hill wants report from Mc Lane. Hill states no major problems w/ language. Says he will have on 11-7 agenda. Wynkoop to check w/ Decker on BCC approval requirements if any. 10-30-79 Wynkoop says when Co approves return to John W + he will get Mayor to sign.

RAC called Timmerman.

KSA 69-728 can not be used for sidewalk. Must continue narrowly. Sidewalk must be guaranteed. Would discourage Twp statute use (68-131). Recommend ltr of credit.

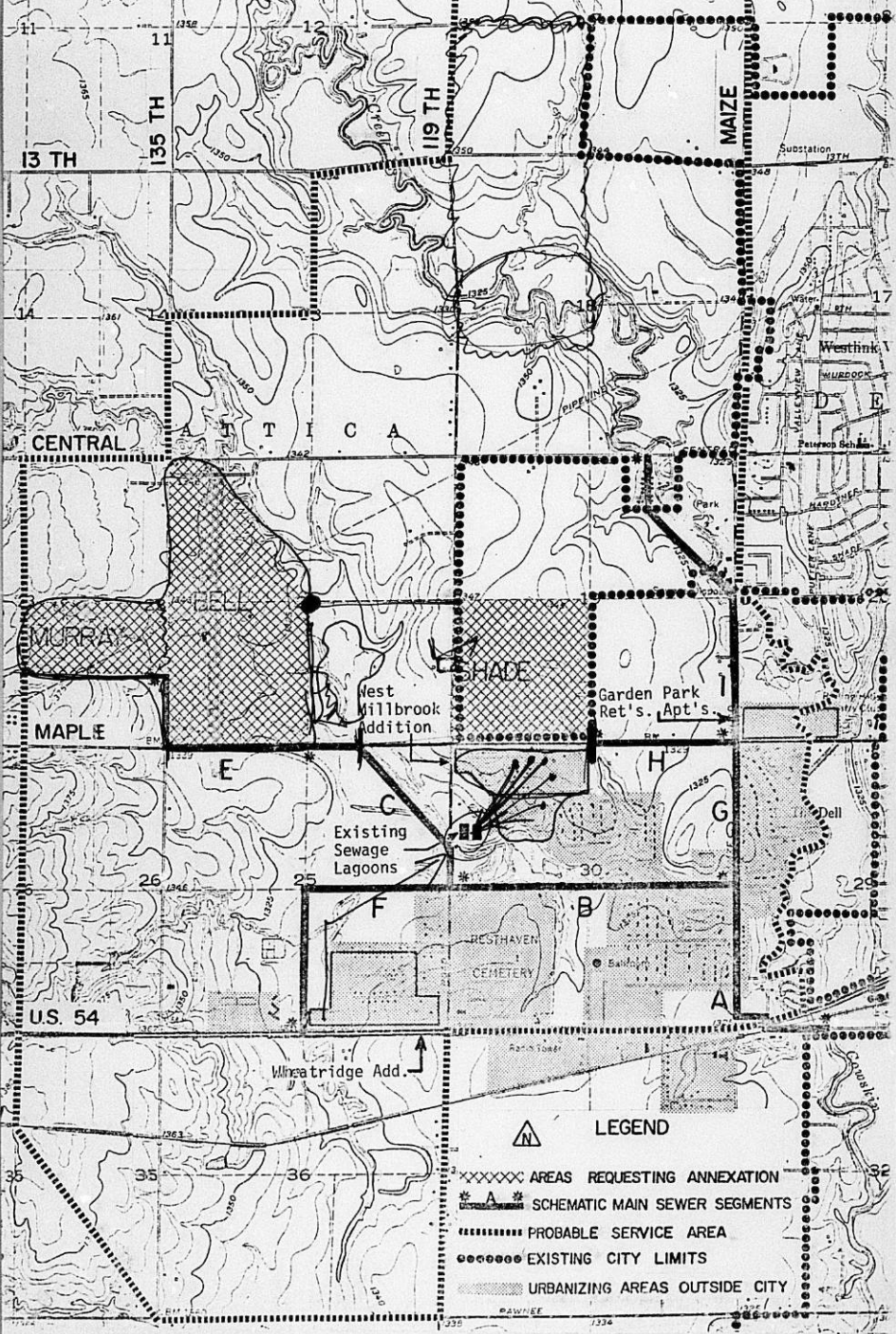
Hill agrees to Standard ltr w/ proviso that a formal agreement w/ Co will be outcome of CU case.

Need to get Freeman to countersign approval ltr.

RAC

SCHEMATIC SANITARY SEWER MAIN LAYOUT FOR AREA WEST OF WICHITA

EXHIBIT NO. 2



Preliminary Cost Estimates for the
Cowskin-Upper Dry Creek Basin
Sanitary Sewer System

<u>System Segment</u>	<u>Line Size (diameter)</u>	<u>Service Area (acres)</u>	<u>Estimated Cost (in 000's)</u>
A	54"	5730	895
B	48"	3600	810
C	30"	1280	435
D	21"	800	190
E	15"	320	265
F	30"	1680	570
G	36"	2240	350
H	18"	480	115
I	36"	1760	730
TOTAL ESTIMATE			\$4360

SOURCE: Engineering Division of Wichita Department of Public Works August 30, 1977

October 31, 1979

Phil Dietrich, Senior Engineer

Louise Olivarez, Senior Planner

Letter of credit for sanitary sewer force main in
the Rainbow Lakes West Third Addition

Transmitted herewith is the original letter of credit
in the amount of \$32,000.00 for the account of Rainbow
Lakes, Inc., guaranteeing the construction of the sanitary
sewer force main. If the form of this letter of credit
meets with the approval of the County Counselor, it
should be filed with the County Clerk until the sanitary
sewer force main construction has been completed.

Sincerely,

Louise Olivarez
Senior Planner

LO:bh

Attach.

The Home State Bank

IRREVOCABLE LETTER OF CREDIT

October 26, 1979

CREDIT #R-13

Sedgwick County
Wichita, 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 Thirty-two thousand dollars (\$32,000.00) for the account of Rainbow Lakes, 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 June 30, 1980,

1. SANITARY SEWER FORCE MAIN

in Rainbow Lakes West Third Addition, a subdivision of Sedgwick County, Kansas.

Acting through the County Engineer, 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 The Home State Bank, Credit No. R-13, dated October 26, 1979."

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment 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 commercially documented credits fixed by the 13th Congress of the International Chamber of Commerce, "Uniform Customs and Practice of Documentary Credits" (1962 Revision, Brochure No. 222).

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of his credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before August 30, 1980.

Very truly yours,
The Home State Bank

by *Chas. J. Rowland*
Assistant Vice President

SUPERSEDED

Phone 316-324-5531

P. O. Box 8

Lewis, Kansas 67552

\$32,000 estimate for
force main from
Al Reiss via Andy
Harkness. Harkness
said lift station ~~will~~ is
the part of the sewer
lateral petition.

L.O.
10-25-79

Letter of credit for force main
submitted to MAPD 10-29-79.

10-22(?)

Estimate from Phil
Dietrich for sidewalks
in Rainbow Lakes West
Third :

\$31,500

(figured at \$850/lin. ft.)

2939' on Forestview
500' on Angela
130' on Douglas

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 77-108 Name Rainbow Lakes West Third Addition
Application & Sketch Filed: 8-18-77
Preliminary Plat Filed: 1-16-78 Approved by S/D: 3-23-78
Final Plat Filed: 7-31-78 Approved by S/D: 8-10-78
Approved by Metropolitan Area Planning Commission: 8-30-79

DESCRIPTION

General Location: East of 135th Street West in an area north of Maple.

Surveyor or Engineer: K. O. Taylor and Reiss and Goodness
Owner: Rainbow Lakes, Inc. Attention: John W. Fry, President
Address: 322 Wheatland Place, Wichita, Ks. 67235

1. Gross Acreage of Plat <u>100</u>	6. Access Control
2. Number of Lots	St. <u>Maple</u> No. Openings <u>0</u>
Residential <u>135</u>	St. <u>135th</u> No. Openings <u>0</u>
Commercial _____	St. _____ No. Openings _____
Industrial _____	7. Req'd Improvements
Other _____	St. Paving <u>X</u> Water <u>X</u>
Total Number of Lots: <u>135</u>	Sidewalk _____ Drainage <u>X</u>
3. Minimum Lot Area: <u>1/4 acre</u>	Sewer <u>X</u> Other _____
4. Existing Zoning: <u>R-1</u>	
5. Special Problems Discussed: <u>Annexation</u>	

County zone case SCZ-0413 "R-1" to "AA" has been approved subject to platting. The applicant has petitioned the County for street paving and related storm water sewers and for sanitary sewer laterals. A force main and lift station must be constructed to get sewage from this lateral system into the City's sewer system. There also needs to be a written agreement between the City and County regarding this sewer system (ownership, method of billing, etc.). The applicant has petitioned the City for water service. Applications for sewer service and water service outside the City limits have been submitted. The applicant's drainage plan requires a drainage easement and drainage channel across property to the east. The easement has been submitted but a guarantee for construction of the channel is still needed. Protective covenants have been submitted which provide for the maintenance of the reserves and which provide for 4 off-street parking spaces per lot for each lot located on a 58-foot street. Sidewalks are required on the southerly side of Forestview, the westerly side of Angela and the north side of Douglas. A guarantee for these sidewalks is still needed.

Planning Commission Recommendation: That this plat be approved subject to the applicant guaranteeing, by cash or letter of credit, the sewer pipe connection to the Wichita System.

Bayouth moved, Hennessy seconded and it carried unanimously. Greider was absent.

ACTION: Approve the application for water service and authorize the Mayor to sign for the City; receive and file the water engineering feasibility report, adopt the resolution of finding and the resolution ordering and directing the water system improvement; accept the drainage easement; instruct the City Clerk to file the drainage easement, applications for sewer service and for water service, and the protective covenants with the Register of Deeds, the recording costs of which shall be billed to the applicant; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign; and instruct the Planning Department to withhold release of the plat for recording until the City-County sewer agreement has been completed, the guarantee for the sewer force main and lift station has been submitted, the guarantee for construction of the drainage channel has been submitted, and the guarantee for sidewalks has been submitted.

*\$32,000⁰⁰ letter of credit for force main
letter from Utannard saying channel will be built when needed
sewer agreement approved by County 11-14-79. Previously approved by
Decker on behalf of the City, formerly approved by City 11-27-79.*

WICHITA-SEDGWICK COUNTY

METROPOLITAN AREA PLANNING DEPARTMENT

DATE

October 17, 1979

Rainbow Lakes West 3rd

TO

Eugene H. Denton, City Manager

FROM

Robert A. Lakin, Director of Planning

SUBJECT

Applications for sewer service and water service outside the City limits.

Four applications for sewer service and five applications for water service for properties generally located on both sides of 135th Street West between Maple and Central have been submitted to the City (see map attached). Two of these water service applications (for Rainbow Lakes West Third and Fourth Additions) are on the City Commission agenda for October 23, 1979, in conjunction with the plats. The other three water service applications and all four sewer service applications should be reviewed by the City Commission at the same time. The sewer service applications have already been fully approved and have the required signatures. They need only to be recorded with the Register of Deeds.

The water service applications require approval by the City Commission and the signatures of the Mayor and City Clerk prior to being recorded with the Register of Deeds.

These sewer and water services applications have been scheduled on the planning agenda following the two Rainbow Lakes plats and the recommended action is:

"Approve the applications for water service and authorize the Mayor to sign for the City; instruct the City Clerk to file the water service applications and the sewer service applications with the Register of Deeds, the recording costs of which shall be billed to the applicants."

For the City Clerk's information, the names and addresses of the applicants are listed below.

Rainbow Lakes, Inc.
c/o John W. Fry, President
322 Wheatland Place
Wichita, Kansas 67235

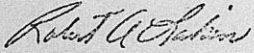
L. V. Bell
360 N. 135th Street West
Wichita, Kansas 67235

Eugene H. Denton, City Manager
Page 2
October 17, 1979

Associated Material and Supply Co., Inc.
c/o D. L. Stannard, President
4401 W. 53rd St. North
Wichita, Kansas 67235

M and B Investment, Inc.
c/o Howard Murray
9103 W. Central
Wichita, Kansas 67212

Sincerely,

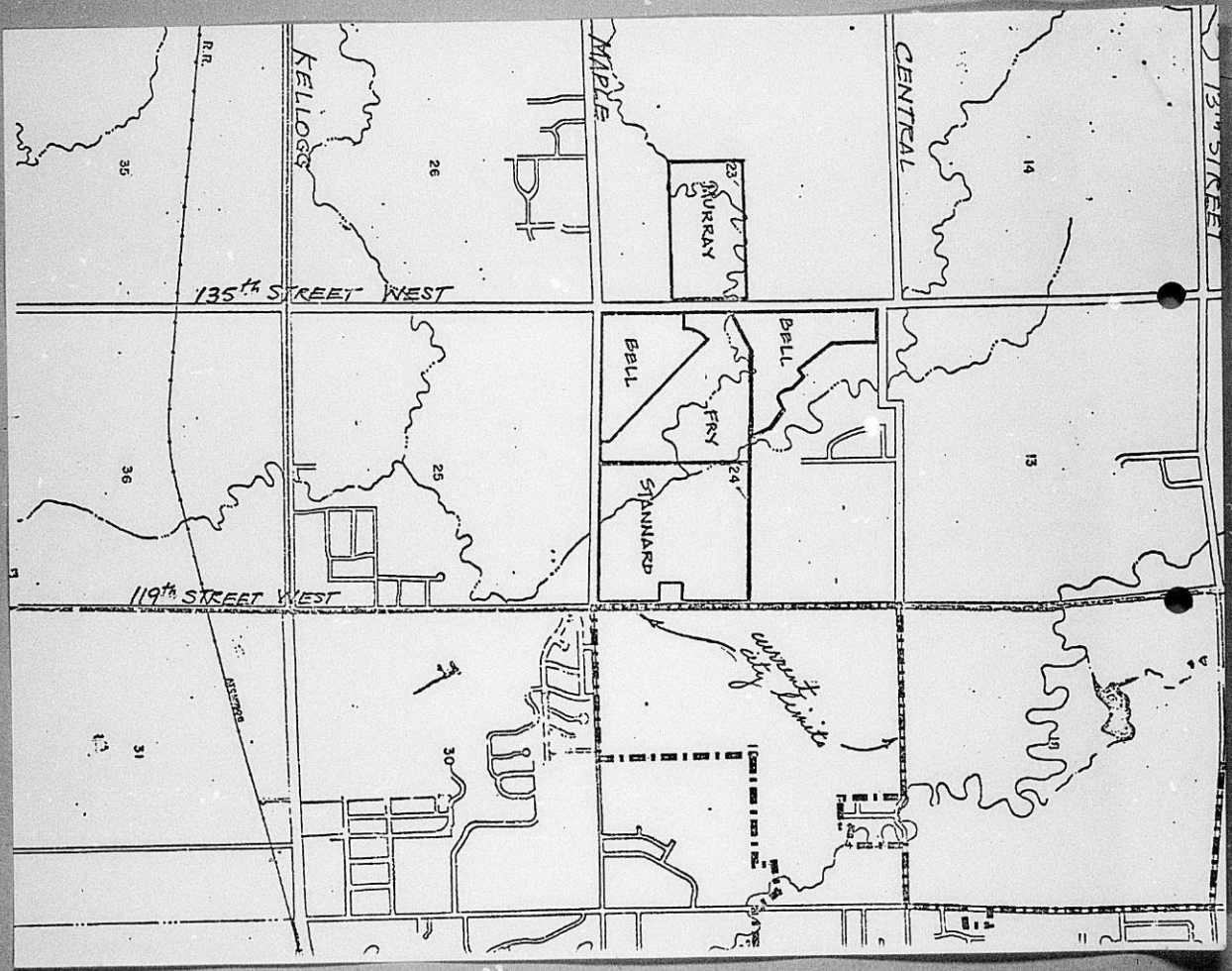


Robert A. Lakin
Director of Planning

RAL:LO:bh

Attachments

cc: Board of City Commissioners
City Clerk



THE CITY OF WICHITA

OFFICE OF Water Department

DATE October 16, 1979



TO The Honorable Board of City Commissioners
(through E. H. Denton, City Manager)

FROM John D. Wynkoop, Director of Water & Water Pollution Control

SUBJECT Item for City Manager's Agenda
Report on Water Works System
Benefit District No. 644-79
OUTSIDE OF CITY

Water system improvement in and for the supply line in Maple St. from Shefford to 135th St. W., and in 135th St. W. from Maple St. to Rolling Hills, to serve parts of sections 23 and 24, T27S, R2W.

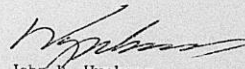
A petition has been submitted for this improvement signed by property owners of record of 100% of the area liable to be assessed. The total estimated cost is \$464,000.00 which is to be paid in total by the benefit district, in compliance with the present main extension policy.

The design features of the proposed system include approximately 11,225 lineal feet of 16-inch water mains and appurtenances in Maple St. from Shefford to 135th St. W., and in 135th St. W. from Maple St. to Rolling Hills.

The improvement district's cost shall be assessed equally per acre against all land in the improvement district liable for assessment and so assessed as a special benefit.

The Director of Water and Water Pollution Control reports favorably on the Engineering feasibility of the system and recommends granting of the petition; the adoption of the resolution of finding as to the advisability of the project and a resolution ordering and directing the improvement.

ACTION: Receive and file the feasibility report and grant the petition; adopt the resolution of finding and the resolution ordering and directing the improvement.


John D. Wynkoop
Director of Water and
Water Pollution Control

JDW:bd

TEMPORARY DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Associated Material and Supply Co., Inc.

being the owner(s) of the following described real estate in Sedgwick County, Kansas, to wit:

The following description is of the centerline of a 100-foot, 50 feet on each side, temporary drainage easement, located in the Southwest 1/4 of the Southeast 1/4 of Section 24, Township 27 South, Range 2 West, Sedgwick County, Kansas, and is more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 24, Township 27 South, Range 2 West, Sedgwick County, Kansas; thence North, 105.00 feet to the Point of Beginning; thence from said Point of Beginning N. 79°17'34" E., 224.88 feet; thence S. 76°04'31" E., 53.00 feet to the point of curvature of a curve concave to the left; thence along said curve an arc distance of 131.88 feet, said curve having the following properties (R = 250.00' central angle = 30°13'25", Tan. = 67.51') to the point of tangency; thence N. 73°42'04" E., 0.87 feet to the point of curvature of a curve concave to the right; thence along said curve an arc distance of 214.77 feet, said curve having the following properties (R = 400.00', central angle = 30°45'47", Tan. = 110.04'), to the point of tangency; thence S. 75°32'09" E., 46.01 feet to the point of curvature of a curve concave to the left; thence along said curve an arc distance of 212.24 feet, said curve having the following properties (R = 190.00', central angle = 64°00'07", Tan. = 118.73'), to the point of tangency; thence N. 40°27'44" E., 73.47 feet to the point of termination.

do hereby dedicate the above described real estate to the public for drainage purposes. Said temporary drainage easement shall expire at the time subject area is platted and permanent drainage easements or floodways are dedicated.

Executed this 2nd day of October, 1977.

David L. Stannard
David L. Stannard, President
ASSOCIATED MATERIAL AND SUPPLY CO., INC.

STATE OF KANSAS) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 2nd day of October, 1977, before me, a Notary Public in and for the said County and State, came

Associated Material and Supply Co., Inc.

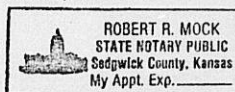
By David L. Stannard, President

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

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

Robert R. Mock
Notary Public

My commission expires 12/26/82



LAW OFFICES OF
MARTIN, PRINGLE, FAIR, DAVIS & OLIVER

320 PAGE COURT
WICHITA, KANSAS 67202
AREA CODE 316
265-9311

WILLIAM PORTER
OF COUNSEL

ROBERT MARTIN
K.W. PRINGLE, JR.
DALE FAIR
GARY W. DAVIS
WILLIAM L. OLIVER, JR.
THOMAS C. TRIPLETT
WAYNE W. WALLACE
JOHN P. WOOLF
PAUL B. SWARTZ
DWIGHT D. WALLACE
THOMAS R. GARRETTSON
LARRY B. SPIKES
LEE THOMPSON
JAMES A. WALKER
TIMOTHY E. HIGGEE
MARTIN W. BAUER
DENNIS J. MOLAMPHY
JAMES D. SOLOH

October 9, 1979

RECEIVED

OCT 10 1979

METROPOLITAN PLANNING
ROUTE Louise

Louise Olivarez
Senior Planner
Metropolitan Area Planning Department
455 N. Main
Wichita, Kansas 67202

Re: Rainbow Lakes Third and Fourth

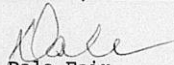
Dear Louise:

Enclosed are Protective Covenants for both of the captioned additions with Pages 2 and 3 changed as you and I discussed.

If you need anything further on the paperwork or title on this plat, please let me know right away.

Yours very truly,

MARTIN, PRINGLE, FAIR, DAVIS & OLIVER


Dale Fair

DF:lm
Enc.

cc: John Fry
Stan Bell

PROTECTIVE COVENANTS
RAINBOW LAKES WEST THIRD ADDITION
SEDGWICK COUNTY, KANSAS

THIS DECLARATION, made this 3RD day of AUGUST,
1979, by RAINBOW LAKES, INC., hereinafter called Grantor,

WITNESSETH:

WHEREAS, Grantor is the owner of the real property ("property") hereinafter described and is desirous of subjecting said property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

NOW, THEREFORE, Grantor hereby declares that the property hereinafter described is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

CLAUSE I

DEFINITION OF TERMS

"Building Site" shall mean a minimum of one lot as platted or two or more contiguous lots or portions thereof with a minimum frontage of ninety-five (95) feet, upon which a residence may be erected in conformance with the requirements of these covenants.

"Residence" shall mean a building erected and maintained in conformance with the requirements of these covenants for private residential purposes and designed for occupancy by a single family. It shall not mean any flat, apartment, multi-family dwelling or duplex, even though intended for residential purposes.

"Grantor" shall mean Rainbow Lakes, Inc., its successors and assigns.

"Improvements" shall mean and include a residence as herein defined, swimming pools, bath houses, greenhouses, guest houses, or any other structure or building, fences, walls, hedges, mass plantings, exterior antenna and other appurtenances.

"Front and Side Street Building Set-Back Line or Lines" shall mean the minimum distance which a residence shall be set back from the front and/or side street lines, respectively, and reference is hereby made to the recorded plat of Rainbow Lakes West Third Addition, Sedgwick County, Kansas, for the location of such set-back lines.

"Side Building Site Line" shall mean the boundary or property line dividing two adjoining building sites.

PROPERTY SUBJECT TO THIS DECLARATION

The property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements with respect to the various portions thereof set forth in the various clauses and sections of this Declaration is located in the County of Sedgwick, State of Kansas, and is more particularly described as follows, to-wit:

All the Lots in Rainbow Lakes West Third Addition, Sedgwick County, Kansas, which has been platted and which plat is filed of record in the Office of the Register of Deeds of Sedgwick County, Kansas.

No property other than that described above shall be deemed subject to this declaration.

CLAUSE II

GENERAL PURPOSE OF CONDITIONS

The property described in Clause I hereof is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned improvements and improvements built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide for a high type and quality of improvements on said property.

A. No building or structure shall be erected, altered, placed or permitted to remain on any building site subject to this Declaration other than one new single family residence, for private use, with a private garage and other outbuildings incidental to residential use; provided, however, that Grantor or the non-profit corporation hereinafter referred to may, in its sole discretion and at its own expense, construct or install decorative entrance treatments, of Grantor's or said non-profit corporation's own choice, type and design, on any or all corner lots or building sites, said entrance treatments to be located outside the building set-back lines and confined to the corner of the lot or building site which is common to an entrance street; and except one fire station may be located on Lot 30, Block 5 or Lot 65, Block 4.

B. For the purposes of these covenants, the building sites or part or parts thereof shall be deemed to front on the streets from which there is a twenty-five (25) foot set-back on the plat.

All residences shall front on the streets as designated above for said lots, except that a residence on a corner lot may be placed diagonally thereon.

For the purposes of these covenants, the above designated streets shall be considered as front streets and all other streets contiguous to any of such real property shall be considered as side streets.

1. Streets shall be limited to parking on one side as follows:

All Forestview Courts, Forestview Circle and Limuel Circle.

2. Four (4) off-street parking spaces shall be provided on each lot fronting on streets designated as follows:

All Forestview Courts, Forestview Circle and Limuel Circle.

No parking will be allowed on the northwesterly side of Forestview Courts and Limuel Circle.

C. In lieu of restrictions heretofore commonly used governing minimum cost or square foot area of a residence, both of which have proven most inadequate in protecting existing or future property owners because of the fluctuating value of the dollar and changing designs, customs and trends in home building, these covenants shall and do hereby provide that no residence or other improvements as herein defined shall be erected, placed or altered on any premises on said property until the building or other improvement plans, specifications, plot plan and finish grade elevation showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design, including the height of such improvements with existing structures in the development, and as to location of the improvements with respect to topography, grade and finished ground elevation by Grantor; provided, however, that Grantor, its successors or assigns, shall not be liable in damages to anyone so submitting plans for approval, or to any other owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans; likewise anyone so submitting plans to Grantor for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover for such damages against Grantor. In the event Grantor fails to approve or disapprove such design, height and location within thirty (30) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with.

D. Each residence shall comply with the minimum front, back and side set-back requirements as shown on the recorded plat of the property covered hereby, and as herein provided. No residence, including attached garages, breezeways, attached greenhouses, ells and porches shall occupy more than eighty-five percent (85%) of the width of the building site on which it is erected, measured in each case on the front street building set-back lines, except with specific written consent of Grantor. Such residence shall be located at least ten (10) feet from the side building site line or lines and within the side street building set-back line if contiguous to a side street and at least twenty (20) feet from the back building site line. All detached garages, outbuildings, bath houses and greenhouses erected on any of said building sites shall be placed at least six (6) feet from the side building site line and at least six (6) feet from the back building site line.

E. No residence shall be erected, placed or maintained on any building site which has a width at the front street property line of less than ninety (90) feet if contiguous to a front street only or less than one hundred (100) feet if contiguous to both a front street and a side street; provided, however, that the construction of a residence on any lot as platted on said property shall be deemed as fully complying with this section.

F. No excavations, except such as are necessary for the construction of a residence or improvements, shall be permitted on any lot without written permission of Grantor.

G. No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any lot or building site. No building materials

of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.

H. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind nor so-called home occupations shall be permitted on any building site or in any residence or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become an annoyance or nuisance to the neighborhood shall be carried on upon any building site or in any residence or appurtenant structures erected thereon.

I. No basement, tent, shack, garage, barn or other outbuilding other than guest houses or servants' quarters 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.

J. No used, secondhand or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon said land, nor shall any trailer be moved, placed or permitted to remain upon a building site subject to these covenants.

K. No animals or poultry of any kind, other than ordinary house pets, including no more than two (2) dogs and three (3) cats, belonging to the household of the premises, shall be kept or maintained on any part of said property, and no house pets shall be bred for commercial purposes.

L. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted without the consent in writing of Grantor; provided, however, that permission is hereby granted for the erection and maintenance of not more than one temporary, unlighted, unanimated signboard on each building site as sold and conveyed, which signboard shall not be more than five (5) square feet 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.

M. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front building set-back lines established herein nor shall any television, radio transmission or receiving antenna or wind driven or solar energy equipment project higher than ten (10) feet above the highest peak of a detached single-family residence except upon approval in writing by Grantor. No hedge, shrub, mass planting or tree shall be allowed by the owner to obstruct sight lines at any corner. Vegetation on each building site sold shall be kept and maintained in a neat and attractive manner by the owner. Trees, shrubs and other plants which die shall be promptly removed from the property. Grantor may, at its option, have the building site maintained when and as often as the same is necessary in its judgment, and the owner of such building site shall be obligated to pay for the cost of such work.

M.1 There shall be no fence or hedge of any kind on lots abutting lakes without written approval of Grantor.

N. Oil drilling, oil development operations, refining, mining operations of any kind or quarrying shall not be permitted upon said property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon said property, except as provided in the partial release of the current oil and gas lease.

Fuel oil storage tanks as a part of the heating equipment of a residence shall be permitted only if located underground.

O. Easements of utility installations and maintenance affecting all lots subject to these covenants are reserved as shown on the recorded plat of said property.

P. Except as provided in Section O, each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon Grantor, its successors and assigns, and upon each of them and all parties and all persons claiming under them for a period of twenty-five (25) years from the 30 day of AUGUST, 1979, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each; provided, however, that the property owners, as hereinafter defined, owning sixty percent (60%) of the front feet of the building sites on said property may release all of said property from any one or more of said restrictions or may change or modify any one or more of said restrictions at the end of the first twenty-five (25) year period or any successive twenty-five (25) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same of record in the Office of the Register of Deeds of Sedgwick County, Kansas, at least one (1) year prior to the expiration of the first twenty-five (25) year period or of any successive twenty-five (25) year period thereafter.

For the purpose and to determine who may be the property owners as that term is used herein, they shall be any person, persons, firm, corporation or other legal entity named as grantees in any deed to property subject to these covenants and last recorded in the Office of the Register of Deeds, Sedgwick County, Kansas, on any one particular date not more than two (2) years and not less than eighteen (18) months prior to the expiration of the first twenty-five (25) year period or any successive twenty-five (25) year period thereafter. A recordable certificate by an abstractor, title company or otherwise then generally legally recognized authority as to property ownership doing business in Sedgwick County, Kansas, as to the record ownership of the property hereby restricted and a recordable certificate by a registered or certified surveyor or engineer authorized to practice in the State of Kansas as to the front footage owned by the record owners as shown by said abstractor's or title company's or otherwise then generally legally recognized authority's certificate shall be deemed conclusive evidence of fee simple title ownership of property and front footage thereof so owned and hereby restricted with regards to compliance with this provision of this section.

Q. Grantor or owners of at least sixty percent (60%) of the front feet of the building sites on said property shall cause to be formed a non-profit corporation for the purpose of beautification of said property, to enhance the esthetic value, care and maintenance of the lake and other common open space and for the general use, protection and benefit of owners of each residential site in said property; such beautification will require the maintenance of, but not limited to, planting or landscaping on any community area, on parking, on reserves, on recreational areas and drainage rights of way, if required, and decorative treatment of entrance ways and other areas which lend themselves to such treatment. The City of Wichita or the County may, upon proper notice and hearing, cause necessary maintenance to be done to the lake and other common open space and the cost thereof may be assessed to the owners of each residential site in said property, if said non-profit corporation fails to do so.

The acquisition of a building site on said property automatically carries with it membership in said non-profit corporation, with the liabilities and benefits of such membership. Each such building site may be assessed an amount not to exceed Sixty Dollars per year; such assessment may be levied by said non-profit corporation annually, or as determined by the governing body of said non-profit corporation. All such assessments shall be due and payable upon written notification of said non-profit corporation. Any unpaid assessments shall become a lien

~~As~~
Lancaster

But we still
don't have the
sewer agreement &
free main lot.



SEDGWICK COUNTY COURTHOUSE

COUNTY OF SEDGWICK
DEPARTMENT OF PUBLIC WORKS

1018 STILLWELL
WICHITA, KANSAS 67213

PHONE 268-7801

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

October 8, 1979

RECEIVED

OCT 9 1979

METROPOLITAN PLANNING
ROUTE _____

Mr. Robert Lakin, Director
Metropolitan Area Planning Department
City Hall - Tenth Floor
455 North Main
Wichita, Kansas 67202

RE: Rainbow Lakes West 3rd Addition

Dear Mr. Lakin:

Be advised, per this letter, that the above-referenced area has documented guarantees adequate in nature, to satisfy the requirements set forth by the Board of County Commissioners of Sedgwick County, Kansas and the Sedgwick County Department of Public Works.

Yours very truly,

G. C. McLure, Jr.
G. C. McLure, Jr., P. E.
County Engineer/Director
of Public Works

cc: Louise Olivarez, Senior Planner-MAPD
Reiss & Goodness Engineers
Mr. John Fry, President-Rainbow Lakes Inc.

Street names

10-1-79

Roberta Mendenhall (City
Public Works) and Vera Stevens (County
Public Works) agreed on the following
names for Rainbow Lakesheet 3:

cul-de-sac at NW end of Forest View to be
Forest View Circle. all to be numbered
N and S

the street in the upper right corner
west of Rainbow Lake Road to be Racehorse
from the north property line all the
way to the intersection with Rainbow
Lake Road (do not change the E-W
portion to O'Neil) Racehorse can be
addressed N and S.

Lincoln Circle OK in place of
Nuthatch Circle
Angela also to be numbered
N and S
Forest View in this addition is →

BY-LAWS
of the
RAINBOW LAKES WEST THIRD ADDITION ASSOCIATION,
a corporation not for
profit under the laws
of the State of Kansas

1. Identity. These are the By-laws of the Rainbow Lakes West Third Addition Association, herein called the Association, a corporation not for profit under the laws of the State of Kansas. The Association has been organized for the purpose set forth in the Articles of Incorporation.

The office of the Association shall be Wichita, Kansas. The fiscal year of the Association shall be the calendar year.

The seal of the corporation, if any, shall bear the name of the corporation, the word "Kansas", the words "Corporation not for profit", and the year of incorporation.

2. Members' Meetings.

(a) The annual members' meeting shall be held in Wichita, Kansas, at three o'clock p.m., on the second Friday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. If that day is a legal holiday, the meeting shall be held at the same hour on the next day. The specific place of the meeting will be decided by the board of directors.

(b) Special members' meetings shall be held whenever called by the president or vice-president or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

(c) Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the president or vice-president or secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten days nor more than 60 days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

(d) A quorum at members' meetings shall consist of persons entitled to cast 30% of the votes of the entire membership. If any meeting of the members cannot be organized because a

quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in paragraph (c) of this section.

(e) On any matter presented for a vote the owner, including the Developer, of each lot in the Addition shall be entitled to cast one vote, except for the election of directors as hereinafter provided.

If a lot is owned by one person, his right to vote shall be established by the record title to his lot. If a lot is owned by more than one person, or is under lease, the person entitled to cast the vote for the lot shall be designated by a certificate signed by all of the record owners of the lot and filed with the secretary of the Association. If a lot is owned by a corporation, the person entitled to cast the vote for the lot shall be designated by a certificate of appointment signed by the president or vice-president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the lot concerned. A certificate designating the person entitled to cast the vote of a lot may be revoked by any owner thereof.

(f) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the secretary before the appointed time of the meeting. Any action required or permitted to be taken at any meeting of members may be taken without a meeting, prior notice or a vote, if a written consent setting forth the action so taken shall be signed by the members necessary to take such action at a meeting at which all members entitled to vote thereon were present and voted. Prompt notice of the making of such corporate action shall be given to those members who have not executed said written consent.

(g) The order of business at annual members' meetings, and as far as practical, at all other members' meetings shall be:

- (i) election of chairman of the meeting;
- (ii) calling of the roll and certifying of proxies;
- (iii) proof of notice of meeting or waiver of notice;
- (iv) reading and disposal of any unapproved minutes;
- (v) reports of officers;
- (vi) reports of committees;
- (vii) election of inspectors of election;
- (viii) election of directors (if necessary);
- (ix) unfinished business;
- (x) new business; and
- (xi) adjournment.

(h) Until the developer of the Addition (herein called the Developer) has completed and sold 70% of the lots of the Addition, or until the Developer elects to terminate its control of the Association, whichever shall first occur, there shall be no meeting of members of the Association unless a meeting is called by the Developer. The Developer shall have all the powers, authority, rights and duties to completely manage the Association through a board of directors of its choosing until such time as the management has been turned over to the members as provided in the Articles of Incorporation and these By-laws, including the authority to impose assessments upon the owners.

3. Directors.

(a) The affairs of the Association shall be managed by a board of from three to nine directors as may be determined from time to time by the board of directors or by the members. Directors' fees, if any, shall be determined by the members.

(b) Election of directors shall be conducted at the annual members' meeting, except as provided elsewhere herein. A nominating committee of three members shall be appointed by the board of directors not less than 30 days prior to the annual members' meeting. The committee shall nominate the number of directors as determined by the board and these By-laws. Additional nominations for directorships and directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes (the same number of votes as there are vacancies to be filled) all for one director or for several directors, i.e., there shall be cumulative voting for directors.

(c) Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

(d) Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by members of the Association at the same meeting.

(e) Until the Developer has completed and sold 70% of the lots of the Addition, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are not remaining directors, the vacancies shall be filled by the Developer.

(f) The term of each director's service shall extend until the next annual meeting of the members or until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4. Directors' Meetings.

(a) The organization meeting of a newly-elected board of directors shall be held within ten days of its election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.

(b) Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting.

(c) Special meetings of the directors may be called by the president or secretary and must be called by the secretary at the written request of one-third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

(d) Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Actions by the board of directors may be taken without a meeting if consented thereto in writing by all the directors and such consent is filed with the minutes of the board. A board meeting may be held by telephone conference or similar means.

(e) A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except where approval by a greater number of directors is required by the Articles of Incorporation or these By-laws. If at any meeting of the board of directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

(f) The presiding officer of directors' meeting shall be the chairman of the board if such an officer has been elected, or if not, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

(g) The order of business at directors' meetings shall be:

- (i) calling of roll;
- (ii) proof of due notice of meeting;
- (iii) reading and disposal of any unapproved minutes;
- (iv) reports of officers and committees;
- (v) election of officers;
- (vi) unfinished business;
- (vii) new business; and
- (viii) adjournment.

5. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Act, the Articles of Incorporation and these By-laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by the members when such is specifically required, or by the Developer during the period the Developer controls the Association. A director may be an employee of or do work for hire for the Association.

6. Officers.

(a) The executive officers of the Association shall be a president, who shall be a director, one or more vice-presidents, a treasurer, a secretary and an assistant secretary, all of whom shall be elected annually by the board of directors and who may be removed by vote of the directors at any meeting. Any person may hold two or more offices, except that the president shall not also be the secretary or an assistant secretary. The board of directors may from time to time elect other officers to exercise such powers and duties as the board shall find to be required to manage the affairs of the Association. Compensation of officers shall be fixed by the board of directors.

(b) The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

(c) A vice-president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

(d) The secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the president. The assistant secretary shall perform the duties of the secretary when the secretary is absent.

(e) The treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall cause the books of the Association to be kept in accordance with good accounting practices and shall perform all other duties incident to the office of treasurer.

(f) Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7. Accounting. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications and as shall be appropriate, all of which expenditures shall be common expenses:

(a) "Current expenses", which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) "Reserve for deferred maintenance", which shall include funds for maintenance items which occur less frequently than annually.

(c) "Reserve for replacement", which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) "Additional improvements", which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common areas.

8. Budget. The board of directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray common expenses and to provide funds for the accounts listed in Section 7 of these By-laws.

9. Assessments.

(a) The board of directors of the Association shall have the power and authority to determine the amount of the general and special assessments except that if the total assessments for a year will exceed the total assessments of the previous year by more than 30%, such additional assessment must be approved by a majority of the members at a duly held meeting.

(b) After an assessment has been levied, it shall be the duty and obligation of the board of directors and the officers of the Association to take the necessary steps to enforce the collection of such assessments and foreclose the lien of such assessments.

(c) The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

(d) An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than May 1 of the year following the year for which the report is made.

(e) Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least one-twelfth of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Articles of Incorporation or these By-laws.

11. Amendments. These By-laws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by at least 60% of the entire membership of the board of directors and by not less than 60% of the votes of the entire membership of the Association.

(c) No amendment shall discriminate against any owner or against any lot or class or group of lots unless the owners so affected shall consent. No amendment shall change any lot, nor increase the owner's share of the expenses, nor change the voting rights of members, unless the record owner of the lot concerned and all record owners of liens thereon shall join in the execution of the amendment.

The foregoing were adopted as the By-laws of this Association, a corporation not for profit under the laws of the State of Kansas, at the first meeting of the board of directors on _____, 19__.

APPROVED: _____

1201-01
10-5-79

ARTICLES OF INCORPORATION

OF

RAINBOW LAKES WEST THIRD ADDITION ASSOCIATION

THE UNDERSIGNED INCORPORATOR hereby forms and establishes a corporation not for profit under the laws of the State of Kansas.

FIRST: The name of the corporation shall be RAINBOW LAKES WEST THIRD ADDITION ASSOCIATION, hereinafter called the Association.

SECOND: The location of its registered office in the State of Kansas is 320 Page Court, Wichita, Kansas, 67202.

THIRD: The name and address of its resident agent in the State of Kansas is Dale Fair, 320 Page Court, Wichita, Kansas, 67202.

FOURTH: The Association is organized exclusively not for profit and the objects and purposes for which it is formed and the nature of its business are:

(a) For the beautification of the following described land to enhance the esthetic value, care and maintenance of the lake and other common open space and for the general use, protection and benefit of owners of each lot in said addition:

Rainbow Lakes West Third
Addition, Sedgwick County,
Kansas.

(b) To engage in any lawful act or activity for which not for profit corporations may be organized under the laws of Kansas, and to have and exercise all powers conferred by the laws of Kansas as now in effect or as hereafter amended.

FIFTH: No member, trustee, director, officer, owner of any other person shall receive any profit or benefit from the Association or from its property, assets of operations except for such reasonable compensation as may be paid for services actually performed or materials actually furnished to or on behalf of the Association in carrying out its purposes.

SIXTH: The Association shall have no capital stock and the private property of the incorporator, members, owners, officers, trustees or directors shall not be liable for the debts of the Association.

SEVENTH:

(a) The members of the Association shall consist of all of the record owners of lots in the addition.

(b) Change of membership in the Association shall be established by the recording in the public records of Sedgwick County, Kansas, of a deed or other instrument establishing a record title to a lot in the addition and the delivery to the Association of a certified copy of such instrument, the owner designated by by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

(c) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

(d) The members of the Association shall be entitled to vote as specified in the By-laws and the manner of exercising voting rights shall be determined by the By-laws.

(e) During any period in which a member shall be in default in the payment of any assessment levied by the Association, the voting rights and right to use of the recreational facilities, if any, of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, for a period not to exceed thirty (30) days for violation of any rules and regulations established by the Board of Directors governing the use of the common areas.

EIGHTH:

(a) The affairs of the Association will be managed by a board consisting of the number of directors as shall be determined by the By-laws, but not less than three (3) directors, and in the absence of such determination shall consist of three (3) directors.

(b) Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the mannner provided by the By-laws.

(c) The first election of directors by members shall not be held until after 70% of the lots of the addition have been sold by the developer of the addition, or until such developer elects to terminate its control of the Association, whichever shall first occur. The directors herein named shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

(d) The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

John Fry
322 Wheatland Place
Wichita, Kansas 67235

James Cross
Lewis, Kansas 67255

Boyd Bills
Lewis, Kansas 67255

NINTH: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees allowed by the laws of Kansas to directors and officers of a corporation.

TENTH: The first By-laws of the Association shall be adopted by the Board of Directors, and may be altered, amended, or rescinded in the manner provided by the By-laws.

ELEVENTH: Amendment to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.

(b) A resolution approving and recommending the advisability of a proposed amendment will be approved by the Board of Directors.

(c) Approval of an amendment must be by not less than sixty percent (60%) of the entire membership of the Board of Directors and by not less than sixty percent (60%) of the votes of the entire membership of the Association.

(d) No amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members.

(e) A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Sedgwick County, Kansas.

TWELFTH: The term of the Association shall be perpetual unless the Association is terminated sooner by unanimous action of its members.

THIRTEENTH: The name and mailing address of the incorporator is:

John Fry
322 Wheatland Place
Wichita, Kansas 67235

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this ____ day of October, 1979.

A C K N O W L E D G M E N T

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public within and for said County and State, on this ____ day of October, 1979, personally appeared _____, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

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

Notary Public

My Commission expires:



Please deliver to:

Louise Olevera
Metropolitan Area Planning
Department
City Building

*received
9-37-79*

SECURITY ABSTRACT AND TITLE CO. INC.
434 North Main • Wichita, Kansas 67202 • Telephone (316) 267-8371
SECURITY IS KNOWING

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

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

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

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

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

Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) 267-8371

CHICAGO TITLE INSURANCE COMPANY

Alvin W. Long
President.

ATTEST:

Chester C. Macaulough
Secretary.

Frank B. Haulin
Authorized Signatory



Form 3615 - K.C. Division



Please deliver to:

Louise Olevera
Metropolitan Area Planning
Department
City Building

*received
9.27.79*

CONDITIONS AND STIPULATIONS

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

SCHEDULE B

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the deeds and/or mortgages, the form and execution of which is satisfactory to the Company, the policy or policies will be issued containing exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs): (see added page)
9. Roadway easement over the South 30 feet and the West 30 feet of subject property.
10. Pipeline easement granted to Cities Service Company over the Southwest Quarter of Section 24, Township 27 South, Range 2 West in Book Misc. 371, Page 352; and confined by Agreement filed October 30, 1978, on Film 334, Page 644, the route of the pipeline is described as beginning at a point on the West line of the Southwest Quarter of Section 24, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, 528.14 feet South of the Northwest corner of said Southwest Quarter; thence Southeasterly 3349.77 feet to a point on the South line of said Southwest Quarter, said point being 0.33 feet West of the Southeast corner of said Southwest Quarter, and shall cover a strip of land 50 feet in width extending the full length of the pipeline across the Owner's Tract; the center line of the 50-foot strip shall be the center line of the pipeline, plus an additional 25 feet on either side of the pipeline wherein no building or permanent structure would be located thereon, which 100-foot strip will hereinafter be called "Retained Strip"; and all terms and provisions of said Agreement.

(See Added Page)

(Schedule B continued)

Policy Number _____
OwnersPolicy Number _____
Loan

11. Pipeline easement granted to Phillips Pipe Line Company over the Southwest Quarter of Section 24, Township 27 South, Range 2 West, in Book Misc. 98, Page 137, and confined by Amendment filed June 15, 1979, on Film 370, Page 350, over a strip of land 60 feet in width, across the Southwest Quarter of Section 24, Township 27 South, Range 2 West, Sedgwick County, Kansas, being 30 feet on each side of the following described line: Beginning at the intersection of the centerline of an 8 inch pipeline, being the most Southerly of three existing pipelines owned by Phillips Pipe Line Company, with the West line of Section 24, Township 27 South, Range 2 West, Sedgwick County, Kansas, said intersection being 428 feet Southerly from the West Quarter corner of Section 24; Thence Northeasterly with the centerline of said 8 inch pipeline 951 feet to the North line of the Southwest Quarter of Section 24, being 838 feet Easterly from the Northwest corner thereof, for the terminal point of this strip, and further provided that no dwellings or buildings shall be erected within 50 feet of said easement, and all other terms and provisions of said Amendment.
12. Easement granted to Kansas Gas and Electric Company over the Southwest Quarter of Section 24, Township 27 South, Range 2 West, wherein the poles shall be located approximately 32 feet North of the South line of said Southwest Quarter, with additional rights for anchors with guy wires attached to be located approximately 32 feet East and not more than 110 feet North of the Southwest corner of said Southwest Quarter, in Book Misc. 618, Page 204.
13. Easement granted to Kansas Gas and Electric Company over the Southwest Quarter of Section 24, Township 27 South, Range 2 West, wherein the poles shall be located approximately 32 feet East of the West line of said Southwest Quarter, in Book Misc. 632, Page 196.
14. Covenants and restrictions contained on Film 387, Page 1056.
15. Terms and provisions of the oil and gas lease executed between C. J. Betzen, lessor and Shawver Armour, Inc., lessee, dated September 19, 1962, filed October 4, 1962, in Book Misc. 506, Page 479, and all subsequent assignments.
16. Mortgage dated November 16, 1978, executed by Rainbow Lakes, Inc., to First State Bank & Trust Co., Salina, Kansas, filed November 17, 1978, on Film 337, Page 1137, in the original amount of \$350,000.00.
17. Mortgage dated October 5, 1977, executed by James H. Cross and Adah I. Cross, husband and wife, to First State Bank and Trust Company, Salina, Kansas, filed October 12, 1977, on Film 271, Page 418, in the original amount of \$150,000.00.
18. Mortgage dated October 5, 1977, executed by Boyd L. Mills and Nancy L. Mills, husband and wife, to First State Bank and Trust Company, Salina, Kansas, filed October 12, 1977, on Film 271, Page 420, in the original amount of \$150,000.00.

(See Added Page)

(Schedule B continued)

FORM 3147R-4-67

Policy Number _____
OwnersPolicy Number _____
Loan

19. It is noted for informational purposes only and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for various capital improvements, notice of which is set forth by Resolutions, filed on Film 362, Pages 1542 and 1544; and on Film 363, Page 192.
20. Case #77C-564 Albert G. Smyth, Etux -vs- L. V. Bell, Damages filed March 4, 1977, Dismissed with prejudice October 17, 1978. \$35.00 Cost unpaid and taxed to Defendant.
21. Case #77C-876 Stephen Wesley Sanborn -vs- James Cross, Damages filed April 13, 1977, Dismissed with prejudice April 20, 1978. Cost \$35.00 unpaid and taxed to Defendant.
22. Case #77C-877 Gerald A. Dickson -vs- James Cross, Damages filed April 13, 1977, Dismissed with prejudice March 7, 1978, Cost \$35.00 unpaid and taxed to Defendant.

(Schedule B continued)

Policy Number _____
Owners

Policy Number _____
Loan

Key #AT-141 Year 1978 Taxes \$469.56 Paid.

SW $\frac{1}{4}$ exc. E 150' W 700' S 500' and exc. beg. SE cor W 330' NW 200.59' NW 2930.70' to pt W li 591.63' S NW cor N 152.13' Nely 968.48' to pt N li 852.25' E of NW cor E 1781.45' to NE cor S 2657.30' to beg., S24, T27S, R2W.

Key #AT-141-2 Year 1977 Taxes \$364.14 + Not Paid.
Year 1978 Taxes \$361.57 Paid.

Beg. SE cor SW $\frac{1}{4}$ W 330' NW 200.59' NW 2930.70' to pt W li 591.63' S NW cor N 152.13' Nely 968.34' to pt N li 852.25' E NW cor S 2657.30' to beg. S24, T27S, R2W.

SEDGWICK COUNTY TREASURER,
 COURTHOUSE, WICHITA, KS 67203
 SALE/REDEMPTION NO: (77-05372)

DATE: 10-4-78

PAYER: Rainbow Lakes Inc.

HAS THIS DAY PAID TO COUNTY TREASURER
 FOR THE REDEMPTION OF THE REAL ESTATE
 DESCRIBED BELOW FROM THE SALE OF THE
 FIRST TUESDAY IN SEPTEMBER, 1978

COUNTY TREASURER Jerry Threlfall RAINBOW LAKES INC
 BY [Signature]

BEG SE COR SE 1/4 W 330 FT NW
 200.59 FT NW 2930.70 FT TO PT W
 LI 591.63 FT S NW COR N 152.13 FT N
 ELY 968.34 FT TO PT N LI 852.25 FT
 E NW COR E 1781.45 FT TO NE COR S
 2657.30 FT TO BEG SEC 24-27-2W
 364.14 55.78

77-RE-CO-7312-14-4 W
 AT -00141-0002-
 FULL 0201

CA
 TAX
 CHG

INT. AFTER SALE
 R475 39.31 07600

TOTAL
 4999.92

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT. & ADV. BEFORE SALE	SALE AMOUNT
364.14		364.14	14.47 2.00 55.78	380.61

IF PROPERTY OWNER OR MAILING ADDRESS IS INCORRECT, ADVISE THE COUNTY CLERK'S OFFICE.

Law Offices of Rumsey & Richey

Richard H. Rumsey, P.A.

James F. Richey, P.A.

Keith D. Richey

August 31, 1979

1041 North Waco
Wichita, Kansas 67203
Offices also in Cheney, Kansas
262-4481
262-8421

RECEIVED

SEP 4 1979

METROPOLITAN PLANNING

ROUTE Louise

Ms. Louise Olivarez
Wichita-Sedgwick County Metropolitan Area
455 North Main
Wichita, Kansas 67202

Dear Ms. Olivarez:

As per our telephone conversation this date, please be advised we represent Mr. Thurman Smith, who, on July 27, 1979, entered into a real estate purchase contract wherein he agreed to purchase certain property located in the Southeast Quarter of Section 24, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas.

This contract was subject to easements of record. It would be our opinion, however, that the easements of record referred to in the contract would not include any filed after the date of the contract.

Since that date and on August 30, 1979, Mr. Smith has been advised of a "drainage easement" executed by Associated Material and Supply Co., Inc. This easement is attached hereto.

In our opinion it is ^{improper} for Associated Material and Supply Co., Inc., to convey and grant an interest in real property after the execution of a real estate purchase contract has been entered into conveying said property.

This conveyance in our client's opinion would severely damage and impair the use of the property which he has agreed to purchase. It would be our further suggestion that before

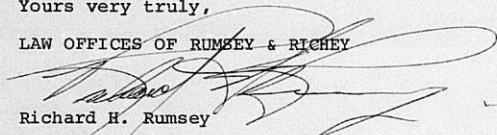
Ms. Louise Olivarez
August 31, 1979
Page 2

any effective drainage easement could be granted on this property
that it would be necessary to obtain Mr. Smith's consent.

Thank you for your courtesies.

Yours very truly,

LAW OFFICES OF RUMSEY & RICHEY


Richard H. Rumsey

RHR:pw

cc: Mr. Mack McLure
Sedgwick County Engineer

DRAINAGE EASEMENT

THIS AGREEMENT made and entered into this 30 day of Aug, 1979, by and between Associated Material Supply Co. Inc. of Sedgwick County, State of Kansas Party of the first part, and the Board of County Commissioners of Sedgwick County, Kansas, acting for said County, party of the second part.

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

The South 140 feet of the West 1000 feet of the SE 1/4 of Section 24, Township 27 South, Range 2 West, except for County Road right-of-way on the South side thereof.



NOW, THEREFORE, in consideration of the payment of One Dollar (\$ 1.00), and other valuable considerations.

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

PARTY OF THE FIRST PART

THE BOARD OF COUNTY COMMISSIONERS
PARTY OF THE SECOND PART

Associated Material Supply Co. Inc.
D. J. Steward Pres.

CHAIRMAN

COMMISSIONER

COMMISSIONER

COUNTY CLERK

RECOMMENDED:

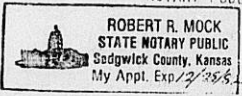
COUNTY ENGINEER _____

STATE OF KANSAS Sedgwick COUNTY, ss.

On this 30th day of August, A.D. 1979, before me, a notary public in and for Sedgwick County, State of Kansas, personally appeared D. J. Steward to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires _____, 19 .

Robert R. Mock
NOTARY PUBLIC



Dick Rumsey, 262-4481
attorney for
Thurman Smith

said that in July 1977

Dave Stannard contracted
to sell his property
in the SE 1/4 24-27-2W
to Thurman Smith.

∴ the drainage
exmt. dated
8-30-77 is not
valid w/o Smith's
signature.

I alerted Kenny
Hill who said he
had just found out

STORIES AND THE MAXIMUM NUMBER OF DWELLING
UNITS SHALL NOT EXCEED 261.
Not less than 1 1/2 off-street parking spaces
shall be provided for each dwelling unit.

Dick Rensley att. 262-4481
for Thurman Smith

R. L. Estates SE 1/4

119th Maple

THE FOOD SERVICE UNIT
IS AN AGENCY OF THE STATE OF MINNESOTA
UNITED STATES DEPARTMENT OF AGRICULTURE

SEDGWICK COUNTY, KANSAS

DRAINAGE EASEMENT

THIS AGREEMENT made and entered into this 30 day of Aug, 19 79, by and between Associated Materials & Supply Co. Inc. of Sedgwick County, State of Kansas party of the first part, and the Board of County Commissioners of Sedgwick County, Kansas, acting for said County, party of the second part.

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

The South 140 feet of the West 1090 feet of the SE $\frac{1}{4}$ of Section 24, Township 27 South, Range 2 West, except for County Road right-of-way on the South side thereof.

Superseded

NOW, THEREFORE, in consideration of the payment of One Dollar (\$ 1.00), and other valuable considerations.

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

PARTY OF THE FIRST PART

THE BOARD OF COUNTY COMMISSIONERS
PARTY OF THE SECOND PART

Associated Materials & Supply Co. Inc.
D. L. Stannard Pres

CHAIRMAN

COMMISSIONER

COMMISSIONER

COUNTY CLERK

RECOMMENDED:

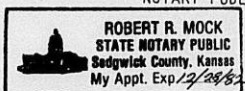
COUNTY ENGINEER

STATE OF KANSAS SEDGWICK COUNTY, ss.

On this 30th day of August A.D. 1979, before me, a notary public in and for SEDGWICK County, State of KANSAS, personally appeared D. L. Stannard to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

My commission expires _____, 19____.

Robert R. Mock
NOTARY PUBLIC



W-200-65

RAINBOW LAKES, INC.

UNANIMOUS CONSENT BY THE BOARD OF DIRECTORS

The undersigned, being all of the directors of Rainbow Lakes, Inc., do hereby adopt, by this unanimous consent in writing, the following resolution with the same force and effect as if it had been adopted at a duly convened meeting of the Board of Directors:

RESOLVED, that the President of this company, John Fry, be and he hereby is authorized and empowered to sign any and all documents on behalf of this corporation as may be necessary for the development of Rainbow Lakes West Third Addition, Sedgwick County, Kansas.

DATED: April 14, 1979

[Signature]
John Fry

Subscribed and sworn to before me this 14 day of April, 1979.

[Signature]
Notary Public

My commission expires: 7-13-81

[Signature]
Boyd Mills

Subscribed and sworn to before me this 47 day of April, 1979.

[Signature]
Notary Public

MARY HELEN CROSS
Edwards County, Ks.
My Appt. Exp. Jan. 31, 1981

My commission expires: 1-31-81

[Signature]
James H. Cross

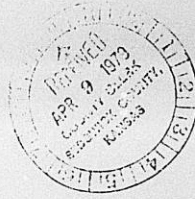
Subscribed and sworn to before me this 47 day of April, 1979.

MARY HELEN CROSS
Edwards County, Ks.
My Appt. Exp. Jan. 31, 1981

Notary Public

My commission expires: 1-31-81





Jack Orr
Jack Orr

Subscribed and sworn to
before me this 4th day of
April, 1979.

Mary Helen Cross
Notary Public

My commission expires: 4-9-79

MARY HELEN CROSS
Edwards County, Kas.
My Assn. Exp. Jan. 31, 1981

State of Kansas
County of Sedgwick

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

Done this 9 day of April, 1979
DOROTHY K. WHITE, County Clerk

By Dorothy Paul, Deputy

MICROFILMED
FROM THE BEST
AVAILABLE COPY

MARTIN, PRINGLE, FAIR, DAVIS & OLIVER
320 Page Court, 220 W. Douglas
Wichita, Kansas 67202
(316) 265-9311

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

IN RE:)
RAINBOW LAKES WEST THIRD ADDITION)
TO SEDGWICK COUNTY, KANSAS AND)
RAINBOW LAKES WEST FOURTH ADDITION)
TO SEDGWICK COUNTY, KANSAS.)

PETITION

Streets + storm sewers

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

1. The undersigned are the owners of one hundred percent of the following described real estate which is being platted into Rainbow Lakes West Third Addition to Sedgwick County, Kansas, to-wit:

A tract in the SW 1/4 of Section 24, T27S, R2W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the SE corner of said SW 1/4; thence S88°55'03"W along the south line of said SW 1/4, 330 feet; thence N0°11'20"W parallel to the east line of said SW 1/4, 264.18 feet; thence N52°01'37"W, 2542.09 feet; thence S37°58'23"W, 19.12 feet to the P.C. of a curve; thence southerly on a curve to the left having a radius of 236 feet and a deflection angle of 38°02'30", 159.69 feet to the P.T. of said curve; thence S0°04'07"E parallel to the west line of said SW 1/4, 250 feet; thence S89°55'53"W, 244 feet to the West line of said SW 1/4; thence N0°04'07"W along the west line of said SW 1/4, 750.27 feet to a point 427.73 feet south of the NW corner of said SW 1/4; thence N61°47'03"E, 950.52 feet to a point on the north line of said SW 1/4, 838.36 feet east of the NW corner of said SW 1/4; thence N88°31'08"E along the north line of said SW 1/4, 1795.34 feet to the NE corner of said SW 1/4; thence S0°11'20"E, 2657.3 feet to the point of beginning;

the owners of one hundred percent of the land not in the said addition but abutting the streets in said addition, said land being described as follows, to-wit:



*Correct
etc*

*Proposed
Subdiv.*

Commencing at the SE corner of the SW 1/4 of Section 24, T27S, R2W of the 6th P.M., Sedgwick County, Kansas; thence S83°55'03"W along the south line of said SW 1/4, 330 feet to a point of beginning; thence N0°11'20"W, 264.18 feet; thence north 52°01'37"W, 2542.09 feet; thence S 37°58'23"W, 19.12 feet to the P.C. of a curve; thence southerly on a curve to the left having a radius of 236 feet and a deflection angle of 38°02'30", a distance of 159.69 feet to the P.T. of said curve; thence S0°04'07"E, 250 feet; thence S89°55'53"W, 244 feet to the west line of said SW 1/4; thence S0°04'07"E along the west line of said SW 1/4, 1461.07 feet to the SW corner of said SW 1/4; thence N88°55'03"E along the south line of said SW 1/4, 2308.89 feet to the point of beginning;

the owners of one hundred percent of the following described real estate which is being platted into Rainbow Lakes West Fourth Addition to Sedgwick County, Kansas, to-wit:

Part of the SW 1/4 of Section 24 and part of the NW 1/4 of Section 24, all in T27S, R2W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the SW corner of said NW 1/4; thence N0°00'E along the west line of said NW 1/4, 2364.20 feet to a point 280 feet south of the NW corner of said NW 1/4; thence N89°18'30"E parallel to the north line of said NW 1/4, 520 feet; thence S0°00'W, 806.21 feet; thence S41°25'E, 669.66 feet; thence N45°43'15"E, 200.25 feet; thence S41°25'E, 234.28 feet to the P.C. of a curve; thence southeasterly on a curve to the right having a radius of 258 feet and a deflection angle of 20°30', 92.31 feet to the P.T. of said curve; thence S20°55'E on a tangent to said curve, 88.07 feet to the P.C. of a curve; thence southeasterly on a curve to the left having a radius of 200 feet and a deflection angle of 21°55', 103.28 feet; thence S42°50'E, on a tangent to said curve, 120 feet; thence N47°10'E, 70 feet; thence N50°19'E, 183.84 feet; thence S55°04'22"E, 377.86 feet; thence S15°45'49"E, 606.26 feet to the south line of said NW 1/4; thence S88°31'08"W on the south line of said NW 1/4, 1305.91 feet to a point 838.36 feet east of the SW corner of said NW 1/4; thence S61°47'03"W, 950.52 feet to the west line of the SW 1/4 of said Section 24; thence N0°04'07"W, 427.73 feet to the point of beginning.

2. That all of said real estate lies outside the limits of any incorporated city.

3. That petitioners are desirous of improving the streets within said additions and therefore petition the Board for the curbing, guttering and paving, including drainage, of the streets within said additions as put forth in the accompanying Resolution and Order.

4. Petitioners further request the Board to employ and appoint engineers to plan and superintend the construction of said street improvements.

WHEREFORE, petitioners pray that the Board of County Commissioners, by resolution, pursuant to K.S.A. 1978 Supp. 68-728, declare such work and improvements necessary to be done and cause a resolution thereof to be published for three (3) consecutive weeks in the official paper of Sedgwick County, Kansas, and if the owners of more than one half of the property liable for taxation for such improvements shall not within twenty days (20) from the date of last publication, file with the County Clerk their protest against said improvements, that the Board cause such work to be done and contract therefor and levy taxes for the payment thereof as provided by law.

RAINBOW LAKES, INC.

By *John Fry*
JOHN FRY - President

Subscribed and sworn to before me this Five day of April, 1979, by JOHN FRY, President & BOYD L. MILLS, Secretary, of RAINBOW LAKES, INC.

By *L. V. Bell*
L. V. BELL
My Commission expires 7-13

By *Sharon A. Bell*
SHARON A. BELL

Subscribed and sworn to before me this Five day of April, 1979, by L. V. BELL and SHARON A. BELL.

ATTEST:

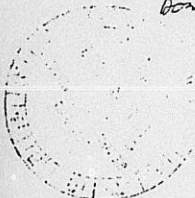
Boyd L. Mills
Secretary

APPROVED AS TO FORM ONLY:

County Counselor

William P. Zimmerman

Board Counsel
State of Kansas
County of Sedgwick



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

Done this Five day of April, 1979
DOROTHY K. WHITE, County Clerk

By *Barbara Bell*, Deputy

Connie Johnson
Notary Public

My commission expires:

7-13-81

R#106-1479

MARTIN, PRINGLE, FAIR, DAVIS & OLIVER
320 Page Court, 220 West Douglas
Wichita, Kansas 67202
(316) 265-9311

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

IN THE MATTER OF)
RAINBOW LAKES WEST THIRD ADDITION)
TO SEDGWICK COUNTY, KANSAS, AND)
RAINBOW LAKES WEST FOURTH ADDITION)
TO SEDGWICK COUNTY, KANSAS.)

RESOLUTION

streets & storm sewers

NOW, on this 2nd day of May, 1979, come the
owners of land abutting on and fronting on all of the streets,
roads and avenues contained within the following described real
property, to-wit:

3rd
A tract in the SW 1/4 of Section 24, T27S,
R2W of the 6th P.M., Sedgwick County, Kansas,
described as follows: Beginning at the SE
corner of said SW 1/4; thence S88°55'03"W
along the south line of said SW 1/4, 330
feet; thence N0°11'20"W parallel to the east
line of said SW 1/4, 264.18 feet; thence
N52°01'37"W, 2542.09 feet; thence S37°58'23"W,
19.12 feet to the P.C. of a curve; thence
southerly on a curve to the left having a
radius of 236 feet and a deflection angle
of 38°02'30", 159.69 feet to the P.T. of
said curve; thence S0°04'07"E parallel to
the west line of said SW 1/4, 250 feet;
thence S89°55'53"W, 244 feet to the West
line of said SW 1/4; thence N0°04'07"W
along the west line of said SW 1/4, 750.27
feet to a point 427.73 feet south of the
NW corner of said SW 1/4; thence N61°47'03"E,
950.52 feet to a point on the north line of
said SW 1/4, 838.36 feet east of the NW corner
of said SW 1/4; thence N88°31'08"E along the
north line of said SW 1/4, 1795.34 feet to
the NE corner of said SW 1/4; thence S0°11'20"E,
2657.3 feet to the point of beginning;

*Proposed
St*
Commencing at the SE corner of the SW 1/4 of
Section 24, T27S, R2W of the 6th P.M., Sedgwick
County, Kansas; thence S88°55'03"W along the
south line of said SW 1/4, 330 feet to a point
of beginning; thence N9°11'20"W, 264.18 feet;
thence north 52°01'37"W, 2542.09 feet; thence
S37°58'23"W, 19.12 feet to the P.C. of a curve;
thence southerly on a curve to the left having
a radius of 236 feet and a deflection angle of
38°02'30", a distance of 156.69 feet to the P.T.
of said curve; thence S0°04'07"E, 250 feet;
thence S89°55'53"W, 244 feet to the west line of
said SW 1/4; thence S0°04'07"E along the west
line of said SW 1/4, 1461.07 feet to the SW corner
of said SW 1/4; thence N88°55'03"E along the south

line of said SW 1/4, 2308.89 feet to the point of beginning; and

Part of the SW 1/4 of Section 24 and part of the NW 1/4 of Section 24, all in T27S, R2W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the SW corner of said NW 1/4; thence N0°00'E along the west line of said NW 1/4, 2364.20 feet to a point 280 feet south of the NW corner of said NW 1/4; thence N89°18'30"E parallel to the north line of said NW 1/4, 520 feet; thence S0°00'W, 806.21 feet; thence S41°25'E, 669.66 feet; thence N45°43'15"E, 200.25 feet; thence S41°25'E, 234.28 feet to the P.C. of a curve; thence southeasterly on a curve to the right having a radius of 258 feet and a deflection angle of 20°30', 92.31 feet to the P.T. of said curve; thence S20°55'E on a tangent to said curve, 88.07 feet to the P.C. of a curve; thence southeasterly on a curve to the left having a radius of 200 feet and a deflection angle of 21°55', 103.28 feet; thence S42°50'E, on a tangent to said curve, 120 feet; thence N47°10'E, 70 feet; thence N50°19'E, 183.84 feet; thence S55°04'22"E, 377.86 feet; thence S15°46'49"E, 606.26 feet to the south line of said NW 1/4; thence S88°31'08"W on the south line of said NW 1/4, 1305.91 feet to a point 838.36 feet east of the SW corner of said NW 1/4; thence S61°47'03"W, 950.52 feet to the west line of the SW 1/4 of said Section 24; thence N0°04'07"W, 427.73 feet to the point of beginning.

and present to the Board of County Commissioners of Sedgwick County, Kansas, a petition signed by the owner of all of the land within such described real property praying that the Board of County Commissioners, in conformity with K.S.A. 68-728, et seq., find that the construction of curb and gutter and paving or macadamizing, including drainage, of the aforesaid streets, roads or avenues, is necessary and that the Board of County Commissioners by resolution, declare such work or improvement necessary to be done.

WHEREFORE, said petition is examined by the BOARD of County Commissioners and found to be in due legal form and the Board of County Commissioners being advised in all the premises finds:

1. That the signers of said petition are the owners of all of the land and front footage of the lots abutting on or fronting on the streets, roads or avenues sought to be improved.
2. That such streets, roads and avenues, to-wit: All of those contained in Rainbow Lakes West Third

Addition and Rainbow Lakes West Fourth Addition, Sedgwick County, Kansas, as will be shown on the recorded plat thereof, are within Sedgwick County, Kansas, and outside of the limits of any incorporated city.

3. That there is no street, road or avenue included in those which are sought to be improved on which less than 50 percent of the property abutting or fronting is platted into lots and blocks.
4. That it is necessary that curb and gutter be constructed and paving or macadamizing, including drainage, be constructed on all of the streets, roads and avenues abutting upon and contained in Rainbow Lakes West Third Addition and Rainbow Lakes West Fourth Addition, Sedgwick County, Kansas.

THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Sedgwick County, Kansas, in regular session duly assembled, on this 2nd day of May, 1979, that it is necessary that all of the streets, roads or avenues which abut upon and are contained with Rainbow Lakes West Third Addition and Rainbow Lakes West Fourth Addition, Sedgwick County, Kansas, have curb and gutter constructed thereon and that said streets, roads or avenues be paved or macadamized, including drainage.

BE IT RESOLVED that this resolution be published for three consecutive weeks in the official paper of this 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 their protests 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 therefore, and to levy taxes as provided by law, and

now, therefore, all owners of said property liable for taxation
to pay for the cost of the same take notice hereof.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

By *Tom Lee*
Chairman

Donald P. Gregg
Commissioner

[Signature]
Commissioner



Narothy White
County Clerk

MARTIN, PRINGLE, FAIR, DAVIS & OLIVER
320 Page Court, 220 W. Douglas
Wichita, Kansas 67202
(316) 265-9311

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

IN RE:

RAINBOW LAKES LATERAL SEWER DISTRICT

3rd, 4th, 5th Additions

PETITION

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

1. The undersigned are the owners of one hundred percent of the real estate described in Exhibit "A", a copy of which is attached hereto and is incorporated in this petition.

2. The petitioners are desirous of creating a lateral sewer district to serve said area and, therefore, petition the Board for the creation of a lateral sewer district within this area.

3. Petitioners further request the Board to employ and appoint engineers to plan and superintend the construction of sewer systems and disposal systems serving said lateral sewer district.

WHEREFORE, petitioners pray that the Board of County Commissioners, by resolution pursuant to K.S.A. 1978 Supp. 19-2704a, create such a lateral sewer district within this area, that the Board cause such work to be done as necessary to construct sewer systems for this lateral sewer district through contracts and levy taxes for the payment thereof as provided by law.

RAINBOW LAKES, INC.

By John Fry
John Fry, President

ATTEST:

Boyd Mill
Secretary

By L. V. Bell
L. V. BELL

By Sharon A. Bell
SHARON A. BELL

APPROVED AS TO FORM ONLY:

County Counselor

Wm. D. Zimmerman
Bond Counsel



EXHIBIT "A"

A tract in the SW 1/4 of Section 24, T27S, R2W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the SE corner of said SW 1/4; thence S88°55'03"W along the south line of said SW 1/4, 330 feet; thence N0°11'20"W parallel to the east line of said SW 1/4, 264.18 feet; thence N52°01'37"W, 2542.09 feet; thence S37°58'23"W, 19.12 feet to the P.C. of a curve; thence southerly on a curve to the left having a radius of 236 feet and a deflection angle of 38°02'30", 159.69 feet to the P.T. of said curve; thence S0°04'07"E parallel to the west line of said SW 1/4, 250 feet; thence S89°55'53"W, 244 feet to the West line of said SW 1/4; thence N0°04'07"W along the west line of said SW 1/4, 750.27 feet to a point 427.73 feet south of the NW corner of said SW 1/4; thence N61°47'03"E, 950.52 feet to a point on the north line of said SW 1/4, 838.36 feet east of the NW corner of said SW 1/4; thence N88°31'08"E along the north line of said SW 1/4, 1795.34 feet to the NE corner of said SW 1/4; thence S0°11'20"E, 2657.3 feet to the point of beginning;

3rd Addition

Commencing at the SE corner of the SW 1/4 of Section 24, T27S, R2W of the 6th P.M., Sedgwick County, Kansas; thence S88°55'03"W along the south line of said SW 1/4, 330 feet to a point of beginning; thence N0°11'20"W, 264.18 feet; thence north 52°01'37"W, 2542.09 feet; thence S 37°58'23"W, 19.12 feet to the P.C. of a curve; thence southerly on a curve to the left having a radius of 236 feet and a deflection angle of 38°02'30", a distance of 156.69 feet to the P.T. of said curve; thence S0°04'07"E, 250 feet; thence S89°55'53"W, 244 feet to the west line of said SW 1/4; thence S0°04'07"E along the west line of said SW 1/4, 1461.07 feet to the SW corner of said SW 1/4; thence N88°55'03"E along the south line of said SW 1/4, 2308.89 feet to the point of beginning;

5th Addn.

Part of the SW 1/4 of Section 24 and part of the NW 1/4 of Section 24, all in T27S, R2W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the SW corner of said NW 1/4; thence N0°00'E along the west line of said NW 1/4, 2364.20 feet to a point 280 feet south of the NW corner of said NW 1/4; thence N89°18'30"E parallel to the north line of said NW 1/4, 520 feet; thence S0°00'W, 806.21 feet; thence S41°25'E, 669.66 feet; thence N45°43'15"E, 200.25 feet; thence S41°25'E, 234.28 feet to the P.C. of a curve; thence southeasterly on a curve to the right having a radius of 258 feet and a deflection angle of 20°30', 92.31 feet to the P.T. of said curve; thence S20°55'E on a tangent to said curve, 88.07 feet to the P.C. of a curve; thence southeasterly on a curve to the left having a radius of 200 feet and a deflection angle of 21°55', 103.28 feet; thence S42°50'E, on a tangent to said curve, 120 feet; thence N47°10'E, 70 feet; thence N50°19'E, 183.84 feet; thence S55°04'22"E, 377.86 feet; thence S15°46'49"E, 606.26 feet to the south line of said NW 1/4; thence S88°31'08"W on the south line of said NW 1/4, 1305.91 feet to a point 838.36 feet east of the SW corner of said NW 1/4; thence S61°47'03"W, 950.52 feet to the west line of the SW 1/4 of said Section 24; thence N0°04'07"W, 427.73 feet to the point of beginning.

4th Addn.

Subscribed and sworn to before me this 3rd day of April,
1979, by JOHN FRY, President, and BOYD MILLS, Secretary of RAINBOW
LAKES, INC.

Conrad Johnson
Notary Public

My commission expires: 7-13-81

Subscribed and sworn to before me this 3rd day of April,
1979, by L. V. BELL and SHARON A. BELL.

Conrad Johnson
Notary Public

My commission expires: 7-13-81

R# 709-1979
MARTIN, PRINGLE, FAIR, DAVIS & OLIVER
320 Page Court, 220 W. Douglas
Wichita, Kansas 67202
(316) 265-9311

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

IN RE:

RAINBOW LAKES LATERAL SEWER DISTRICT

} 3rd, 4th, & 5th Additions

RESOLUTION AND ORDER

WHEREAS, there has been presented to the Board of County Commissioners of Sedgwick County, Kansas, a petition, pursuant to the provisions of K.S.A. 1978 Supp. 19-2704a, signed by the owners of one hundred percent of the land in the proposed lateral sewer district, said land being described in Exhibit "A" attached hereto and incorporated in this Resolution and Order;

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

Tom Scott
Donald Gragg
Everett Patrick

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

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

1. That the petition above referred to is in due and regular form and has been signed by one hundred percent of the owners of the land in the proposed lateral sewer district.
2. That no notice need be given since the petition is signed by the owners of one hundred percent of the land subject to assessment within the lateral sewer district sought to be created.
3. That the proposed lateral sewer district be created and the Board shall cause such work to be done as necessary to construct sewer systems and disposal systems for this lateral sewer district.
4. That the costs of all such sewer systems and disposal systems, including but not limited to, engineering, construction costs and temporary note interest shall, when ascertained, be assessed to the

land within the district and such assessments shall be determined and made as provided by the terms of K.S.A. 1978 Supp. 19-2705.

5. That in order to temporarily finance construction of the sewer systems and disposal systems, temporary notes shall be issued and upon completion of said sewer systems, bonds shall issue to mature over a period not to exceed twenty (20) years from the date of issue and not bearing an interest rate greater than that prescribed by K.S.A. 10-1009.

BE IT FURTHER RESOLVED that the Board is authorized to contract the services of Reiss & Goodness Engineers, a firm of registered engineers, to plan and superintend the construction of said sewer systems and disposal systems, such engineers to prepare a preliminary survey and determine the cost of construction and such plans and specifications as are required, the same to be approved by the County Commissioners.

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

ADOPTED the 2 day of May, 1979.



Dorothy K. White
Dorothy K. White, County Clerk

APPROVED AS TO FORM ONLY:

Russell D. Caraday
County Counselor

Wm. D. Zimmerman
Bond Counsel

[Signature]
Chairman
Donald E. Pragg
Commissioner
[Signature]
Commissioner

EXHIBIT "A"

3-18-00
 A tract in the SW 1/4 of Section 24, T27S, R2W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the SE corner of said SW 1/4; thence S88°55'03"W along the south line of said SW 1/4, 330 feet; thence N0°11'20"W parallel to the east line of said SW 1/4, 264.18 feet; thence N52°01'37"W, 2542.09 feet; thence S37°58'23"W, 19.12 feet to the P.C. of a curve; thence southerly on a curve to the left having a radius of 236 feet and a deflection angle of 38°02'30", 159.69 feet to the P.T. of said curve; thence S0°04'07"E parallel to the west line of said SW 1/4, 250 feet; thence S89°55'53"W, 244 feet to the West line of said SW 1/4; thence N0°04'07"W along the west line of said SW 1/4, 750.27 feet to a point 427.73 feet south of the NW corner of said SW 1/4; thence N61°47'03"E, 950.52 feet to a point on the north line of said SW 1/4, 838.36 feet east of the NW corner of said SW 1/4; thence N88°31'08"E along the north line of said SW 1/4, 1795.34 feet to the NE corner of said SW 1/4; thence S0°11'20"E, 2657.3 feet to the point of beginning;

5-18-00
 Commencing at the SE corner of the SW 1/4 of Section 24, T27S, R2W of the 6th P.M., Sedgwick County, Kansas; thence S88°55'03"W along the south line of said SW 1/4, 330 feet to a point of beginning; thence N0°11'20"W, 264.18 feet; thence north 52°01'37"W, 2542.09 feet; thence S 37°58'23"W, 19.12 feet to the P.C. of a curve; thence southerly on a curve to the left having a radius of 236 feet and a deflection angle of 38°02'30", a distance of 156.69 feet to the P.T. of said curve; thence S0°04'07"E, 250 feet; thence S89°55'53"W, 244 feet to the west line of said SW 1/4; thence S0°04'07"E along the west line of said SW 1/4, 1461.07 feet to the SW corner of said SW 1/4; thence N88°55'03"E along the south line of said SW 1/4, 2308.89 feet to the point of beginning;

4-18-00
 Part of the SW 1/4 of Section 24 and part of the NW 1/4 of Section 24, all in T27S, R2W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the SW corner of said NW 1/4; thence N0°00'E along the west line of said NW 1/4, 2364.20 feet to a point 280 feet south of the NW corner of said NW 1/4; thence N89°18'30"E parallel to the north line of said NW 1/4, 520 feet; thence S0°00'W, 806.21 feet; thence S41°25'E, 669.66 feet; thence N45°43'15"E, 200.25 feet; thence S41°25'E, 234.28 feet to the P.C. of a curve; thence southeasterly on a curve to the right having a radius of 258 feet and a deflection angle of 20°30', 92.31 feet to the P.T. of said curve; thence S20°55'E on a tangent to said curve, 88.07 feet to the P.C. of a curve; thence southeasterly on a curve to the left having a radius of 200 feet and a deflection angle of 21°55', 103.28 feet; thence S42°50'E, on a tangent to said curve, 120 feet; thence N47°10'E, 70 feet; thence N50°19'E, 183.84 feet; thence S55°04'22"E, 377.86 feet; thence S15°46'49"E, 606.26 feet to the south line of said NW 1/4; thence S88°31'08"W on the south line of said NW 1/4, 1305.91 feet to a point 838.36 feet east of the SW corner of said NW 1/4; thence S61°47'03"W, 950.52 feet to the west line of the SW 1/4 of said Section 24; thence N0°04'07"W, 427.73 feet to the point of beginning.

CITY OF WICHITA, KANSAS

APPLICATION AND PERMIT
FOR SEWERAGE SERVICE FOR PROPERTY
LOCATED OUTSIDE THE CORPORATE LIMITS OF THE CITY OF WICHITA

Application is hereby made to the City of Wichita for sewerage service to serve the following described property:

SEE ATTACHED SHEET

Owner: Rainbow Lakes, Inc.

The primary use of the above-described property is of the type or types indicated below:

- Residential property (buildings used as dwellings only)
Number of families living in above residential property ()
- Commercial property (non-residential buildings used for other than the manufacturing of salable products)
- Industrial property (buildings used for the manufacture and processing of salable products)
- Other property (explain): _____

The undersigned covenants and agrees as follows:

1. To connect to the sewer system of the City at a point or points designated by the City in accordance with plans and specifications approved by the City Engineer and the current sewer ordinances of the City and subject to inspection by the City Engineer.
2. To discharge into the City sanitary sewer system only ordinary sanitary wastes and not to discharge any chemicals, radio-active materials, corrosive or abrasive matter, mineral oil or any of its derivatives, by-products or wastes from the manufacture of salable products, air-conditioning water, water from roofs and downspouts, or any other or different type of sewage than that being discharged at the time of this application without the written consent of the City.
3. It is further stipulated and agreed that all sewer lines on said land and all connections to the sanitary sewer system of the City shall be maintained in good repair throughout the life of this permit and that the City will not be responsible for maintaining said private sewer facilities serving the above-described property - but should the services of the City be desired and the City consents to perform such services, it is agreed that the applicant will pay for all materials and the City shall be paid at a rate of Fifteen Dollars (\$15.00) per hour for the time spent performing such services.
4. The undersigned hereby releases, indemnifies, and agrees to hold harmless the said City and any and all its agents and employees from any claim for damages to persons or property of every kind of character arising or claimed to arise by reason of this application and permit.
5. The undersigned agrees not to transfer title to the above premises or any portion thereof without notifying the Clerk of the City of Wichita, and notifying the purchaser of the existence of this application and permit, but failures of purchasers of above-described property or any portion thereof to have actual notice of this application and permit shall not entitle such purchasers to any greater rights than the undersigned shall have hereunder.

6. The undersigned agrees that upon failure to comply with the terms of this permit, sewerage service may be denied to the property above described and said property may be disconnected without notice, all in accordance with the ordinance and regulations of the City.

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

Executed at Wichita, Kansas, this 10th day of July, 1979.

THE UNDERSIGNED: (Fill in lines applicable)

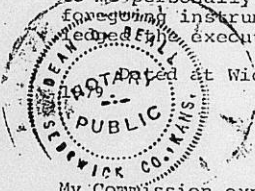
(If an individual, application must be signed by husband and wife, if there be such.)

(Co-partners - must be signed by at least one partner.)

John W. Fry (President)
(Corporation - must be signed by an executive officer.)

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a Notary Public in and for the County and State aforesaid John W. Fry, President of Rainbow Lakes, Inc., a Kansas corporation to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged execution thereof.



Witnessed at Wichita, Kansas, this 10th day of July,

Dean O. Beall
Notary Public Dean O. Beall

My Commission expires April 14, 1982.

APPROVED BY:

John W. Fry
Director of Water and Water Pollution Control
Robert G. Lubi
Director of Planning
W. B. Ruppeman
Director of Public Works

In consideration of the above and foregoing application, and pursuant to the terms of such application and by virtue of the authority granted by ordinances of the City of Wichita, Kansas, the applicant is hereby granted a revocable permit to discharge sewage into the sanitary sewer system of the City of Wichita for a period not to exceed five (5) years commencing July 23 1979 and the fee shall be as set forth in Title 16.16 of the Code of the City of Wichita.

EXECUTED at Wichita, Kansas, this 23rd day of July, 1979, by authority of the Board of Commissioners of the City of Wichita.

CITY OF WICHITA, KANSAS

BY: [Signature]
City Manager

RAINBOW LAKES WEST

3rd ADDITION

A tract in the SW $\frac{1}{4}$ of Section 24, T27S, R2W of the 6th P.M., Sedgwick County, Kansas, described as follows:

Beginning at the SE corner of said SW $\frac{1}{4}$; thence S 88° 55' 03" W along the south line of said SW $\frac{1}{4}$, 330 feet; thence N 0° 11' 20" W parallel to the east line of said SW $\frac{1}{4}$, 264.18 feet; thence N 52° 01' 37" W, 2542.09 feet; thence S 37° 58' 23" W, 19.12 feet to the P.C. of a curve; thence southerly on a curve to the left having a radius of 236 feet and a deflection angle of 38° 02' 30", 159.69 feet to the P.T. of said curve; thence S 0° 04' 07" E parallel to the west line of said SW $\frac{1}{4}$, 250 feet; thence S 89° 55' 53" W, 244 feet to the west line of said SW $\frac{1}{4}$; thence N 0° 04' 07" W along the west line of said SW $\frac{1}{4}$, 750.27 feet to a point 427.73 feet south of the NW corner of said SW $\frac{1}{4}$; thence N 61° 47' 03" E, 950.52 feet to a point on the north line of said SW $\frac{1}{4}$, 838.36 feet east of the NW corner of said SW $\frac{1}{4}$; thence N 88° 31' 08" E along the north line of said SW $\frac{1}{4}$, 1795.34 feet to the NE corner of said SW $\frac{1}{4}$; thence S 0° 11' 20" E, 2657.3 feet to the point of beginning.

*with
Rainbow
Lakes*

PETITION FOR STREET AND SEWER IMPROVEMENTS IN RAINBOW LAKES

Mr. Grover McLure, County Engineer/Director of Public Works, appeared before the Board and said a discussion was held regarding the development within the area between Mr. James Aiken (Health Department), Mr. Robert Lakin (Director of the Planning Commission), Mr. John Wynkoop (Chief

BOARD OF SEDGWICK COUNTY COMMISSIONERS
PROCEEDINGS

Regular Meeting
May 2, 1979 Page 11

Engineer for the City Water Department), myself, and the Engineer on the project, Mr. Al Reiss. Before the petition is approved I recommend the Board hear the discussion and take its action from this.

Mr. Russell Canaday, Assistant County Counselor, appeared before the Board and said the petition and supporting documents which are proposed orders and resolutions have been approved as to form.

Mr. Al Reiss, Reiss and Goodness Engineers, appeared before the Board and stated that he had four alternatives to propose for sewage treatment on this area. The first alternative would be the Frontier Village lagoons which are existing and have very little use on them at the present time. He said we would envision that this plant would be enlarged from the 332 population equivalent to operate and to contain the proposed Third, Fourth, and Fifth Additions of Rainbow Lakes and that would cover approximately 1,215 population equivalent for people. The first alternative is to enlarge that particular plant, get our approval from both the State and EPA as far as the operation and maintenance is concerned, that in turn would be set up so that the Department of Public Works can operate and maintain it in an expeditious manner and without any cost to anyone else.

The second alternative, according to Mr. Reiss, would simply be to use the 80 acres directly to the east of the subdivision for a new lagoon, an area lagoon if you please, that would contain the sewage for the area in question.

Mr. Reiss went on to say that the third alternative would be building another plant adjacent to the two lagoons that you see on the right-hand side for Millbrook Addition and then if need be, using the Millbrook pond as a tertiary treatment for all the systems.

Mr. Reiss said the fourth alternative, and I believe this is the most expeditious way of doing it eventually, would be to pump from the area down there at the bottom of that drainage area of Millbrook into the City of Wichita's sewer system if a contract can be arrived at with that in mind.

Mr. Reiss said I have gone on record as recommending Item number 1 until as such a time that the City of Wichita has completed their planning at their outfall sewer line at sufficient size and capacity to pick this up.

Mr. Robert Lakin, Director of the Metropolitan Area Planning Commission, appeared before the Board and stated that in his memorandum to the Board he had outlined the alternatives which Mr. McLure had indicated, Mr. McLure having looked at both the sewer and water situation. He said I've outlined those legal ways--through the County is one way, through the City is another, or jointly, the fourth one is one that is not being considered and I would not recommend it and that's the general improvement district like West Millbrook. When we look at alternates, we've outlined essentially the same thing Mr. Reiss has done except we've also included the one that he finds to be unacceptable which is the City Engineers' proposal for providing service to this area.

In discussion of supplying water to the Rainbow Lakes area Mr. Lakin said I think the ways of getting water out there are the opportunity to go to the City and extend water, the City limit is a half mile from the Bell properties; the County could create a water district and could drill wells and obtain permits from the State water resource allocation process; or the applicant can ask the Planning Commission and the City Commission for waivers as to subdivision requirements for water service--that waiver

BOARD OF SEDGWICK COUNTY COMMISSIONERS
PROCEEDINGS

Regular Meeting
May 2, 1979 Page 12

would then put them into the individual well basins.

Mr. Lakin said that MAPC's first preference is that they do what we know our Engineers advising us have said is possible and go back through the City Commission for both water and sewer service. Our second recommendation is bringing in the detail sufficient to say this is where we want the plant, this is the size, here is the cost estimate, we hereby agree to pay the cost of whatever expansion and improvements to the plant and provided as a turn key operation to the County that you provide permanent financing through the use of special assessments only for those areas and portions of lines and/or plant that are going to be permanent or long term.

Mr. James Aiken, Environmental Health Director, appeared before the Board and said I generally concur with Bob Lakin's report. I'd add that if a temporary or interim treatment strategy is proposed and developed, then I think that in order to assure that that is temporary the arrangements to take care of the sewage at a later date should be made at that time.

Mr. Grover McLure stated that in finding an immediate solution to the problem that an interim treatment facility could be used so that development could proceed in the area. It also could be shown, he says, we have the report on that from the drilling company, that water exists in this particular area that would be in sufficient supply to furnish water to this particular development.

Mr. Dennis Molamphy, Attorney for the Developers, appeared before the Board and said we don't think we have a problem with the water. As Mr. McLure pointed out there is substantial ground water in the area, furthermore, in the middle of this development will be a rather large lake that would provide water in case of an emergency for fire fighting purposes. It seems that the only problem really is the sewers. The Legislature in Kansas has really given some guidance to developers. They allow you to start out with these small lateral sewer districts, if you notice our petition to you is for a lateral sewer district, other laterals can be created from the laterals to form joints then the joints form mains, so Legislature has provided for growth in this whole area.

Mr. Theodore H. Hill, County Counselor, appeared before the Board expressing concern relative to spreading assessments on the home buyers in the Rainbow Lakes Addition. He recalled the extreme displeasure of the residents from the Timberlakes/Springdale area. Mr. Hill said I don't think that there is any legal problem if you want to spread the assessments out there and have the people in this one particular area of the Bell tract pay for it after they've bought their homes and moved in and then you've issued bonds and paid it off as far as the temporary notes and temporary financing is going to take place have all been issued. There is nothing legally wrong with that and there's nothing that can't be done as far as the Legal Department is concerned if that's your policy.

In recommending a solution for the sewer problem, Mr. Hill said it has always been--even when I was on MAPC--that this area was to be served by the City of Wichita's existing sewer line and if Mr. Bell wants a sewer out there I don't know why he wouldn't be willing to pick up the cost of extending the sewer and it could be that it would be a temporary line, but I would concur that that is probably the best way to solve the problem. He further said I think you're going to have to get a waiver by the City as well as the County if you're going to allow water wells out there. I think that probably the best way to go for water is to extend the water lines out there too.

BOARD OF SEDGWICK COUNTY COMMISSIONERS
PROCEEDINGS

Regular Meeting
May 2, 1979 Page 13

Mr. Dennis Molamphy said what we're trying to do is to put proceedings like this with petitions, the orders, the resolutions, and file them with the appropriate party so it appears on the abstract. Second of all, our basic project really is a turn key that goes the other way. Rather than having the County Public Works develop everything for us, we're going to do the development and turn it over to the County to take care of it. We're trying to take the largest possible approach that's allowable under the law to have a sewer district where assessments can be made for operation and maintenance where other districts are formed and join in to form the joint and main sewer systems. The taxes would be proportioned properly or at least there would be protection for both those people that are coming in and would have to have new construction done and for those people who have already expended funds.

MOTION

Mr. Patrick moved to accept the petition for the Streets and the Lateral System and instruct the Director of Public Works to issue no permits for building of homes until, in his opinion, it is feasible for construction or building to take place.

*in which
Lateral
plates?*

Mr. Gragg seconded the motion.

VOTE

Chairman Tom Scott	Aye
Commissioner Donald E. Gragg	Aye
Commissioner Everett Patrick	Aye

August 31, 1979

Reiss and Goodness, Engineers
2160 W. 21st Street
Wichita, Kansas 67203

Re: S/D 77-108 Final plat of Rainbow Lakes West 3rd Addition

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on August 30, 1979, the above-captioned plat was considered. The action of the Planning Commission was to approve the plat subject to the conditions stated in our letter of August 14, 1978 except that items B, D, and H were changed to read as follows:

- B. The applicant shall, by petition, guarantee the installation of City of Wichita domestic water service for each lot being platted and shall guarantee, by cash or letter of credit, the sewer pipe connection to the Wichita system. (The applicant has petitioned to the County for a late sewer district.)
- D. Approval of this plat is subject to satisfactory completion of all items required by the applicant's approved drainage plan. *OK Given by Paul Johnston & Phil Dietrich 10-15-79*
- H. It is recommended that the requirement for sidewalks on both sides of all streets be waived and that sidewalks be required only on the southerly side of Forest View, the westerly side of Angela, and the north side of Douglas.

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

- 9-14 1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.

Reiss and Goodness, Engineers
8-31-79
Page 2

- 7-27 2. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the plattor.
- 9-27 3. Certification that all taxes due and payable for 1978 and prior years have been paid.

Please call if you have any questions.

Very truly yours,

Louise Olivarez
Senior Planner

LO:bh

cc: John Fry, 322 Wheatland Place, 67235

THE CITY OF WICHITA

OFFICE OF Flood Control

DATE August 22, 1979

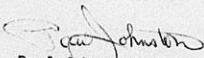
TO Louise Olivarez, Planning Department

FROM Paul Johnston, Flood Control Engineer

SUBJECT Drainage Plan for Rainbow Lakes
West 3rd - 135th and Maple

This is to inform you that we have reviewed the drainage system for Rainbow Lakes West 3rd and approve same in concurrence with the county subject to the following conditions being met:

1. The 90' right-of-way for the proposed channel on the north side of Maple shall be designated as additional road dedication. *shown original plat*
2. A 90' easement shall be obtained from the property owner to the east along the north edge of Maple to the box structure under Maple. *Location revised northward. 10-15-78 Flood Control approach new easement.*
3. Unless the storm water is directly piped to the structure north of Maple, a 30 foot easement will be required from the property owner to the west, same to be placed adjacent to but not within the existing Cities Service Pipeline Easement. This shall be designated reserve.
4. A Homeowners Association Agreement is required to insure maintenance on the lake and all reserves.
5. Guarantee the construction of or the costs associated with taking the drainage from the site to the box structure in Maple, same to be checked and approved by the county.
6. Review Design Water Surface in the lake to insure adequate minimum pad elevations being established if necessary.
7. Written approval from Cities Service approving proposed crossings based on actual layout of plat and guarantee the cost of any required encasement be borne by the developer.


Paul Johnston
Flood Control Engineer

gc

Yash gave verbal OK by phone 8-23-79. I asked him to send a memo stating what easements, guarantees, etc would be required.

August 3, 1979

Jack H. Galbraith, Chief Planner

Robert A. Lakin, Director of Planning

Rainbow Lakes Plats

On Monday, July 30, I discussed with McLure, Wynkoop, and Aiken, the general sewer problems in the Rainbow Lakes area. Wynkoop's contention is that the forms that I sign concerning sewer service were not the ones that go before the City Commission, nor is it required that the City Commission concur and approve in providing sewer service to those areas. I'm not sure I believe this. I'd like for Louise to get copies of those water/sewer outside city service forms for me to review. Specifically the ones on Rainbow.

We've also discussed a good bit about how the mechanism would work for the City accepting sewage in the Rainbow Lakes areas and the County building the laterals. It is my opinion that we agreed that, one, there needs to be an intergovernmental agreement between the City of Wichita and Sedgwick County to accept the sewage from the lateral sewer districts built under the County sewer district law. Such agreement will provide that the City shall bill and make charges against the landowners for sewage service. The City would also have the right to enter on and maintain the sewer systems. The City would collect tap fees and provide the supervision and inspection for that, and would accept and treat the sewage. There also needs to be with the final plat approval on these subdivisions some additional covenant or contract that is binding on all property owners, successors, heirs, etc., that the property will be subject to future sewer assessments for the construction of mains and/or interceptors at such time as the temporary connections are withdrawn, and the permanent installations made available. I'm not too sure but what we also need an agreement with the property owner binding on all heirs and successors indicating that providing any lot sold hereby agrees and accepts the billing and sewer service charge by the City in exchange for the treatment of that sewage. My concern here is that the County may not be able to agree for the individual property owners for the charges. I think that we would want to have it both in the agreement with the County and a contract with the property owner. Another alternative for that might be to make that contract at the time that the sewer hookup was made and/or building permit issued.



Robert A. Lakin
Director of Planning

RAL:mae

Jack H. Galbraith
August 3, 1979
Page 2

cc: John Wynkoop, Director of Water and Water Pollution Control
Dick Linn, City Engineer
G. C. McLure, Director, County Department of Public Works

May 17, 1979

Mr. John Fry
322 Wheatland Place
Wichita, Kansas 67235

Re: S/D 77-108 - Rainbow Lakes West Third Addition - Request
for waiver of municipal water supply

Dear Mr. Fry:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on May 17, 1979, your request for waiver of the platting requirement that a municipal-type water supply be extended to this property was considered. The action of the Committee was to recommend unanimously that this request for waiver be denied.

This plat has never been reviewed by the Planning Commission because the drainage plan has not yet been approved. Once we have received word from the Wichita Department of Public Works that the drainage plan has been approved, the plat will be forwarded to the Planning Commission with the recommendations that were made by the Subdivision Committee August 10, 1978, and set forth in our letter of August 14, 1978. A copy of that letter is attached for your information. Regarding item "A" of that letter, the Wichita Public Works Department has indicated that they have not yet been consulted on the street names. They will require some street name changes. These street names should be determined before petitions for improvements are requested.

If you have any questions regarding Rainbow Lakes West Third Addition, please call.

Sincerely,

Louise Olivarez
Junior Planner

LO:hh

w/attachment

cc: Dale Fair, Attorney-at-Law, 320 Page Court, 67202

w/o attachment

Grey Dresie, Attorney-at-Law, 433 N. Broadway, 67202
Al Reiss, Reiss and Goodness, Engineers, 2160 W. 21st, 67203


MUNICIPAL LABORATORY
 2160 WEST 21st STREET WICHITA, KANSAS 67203
 (316) 632-0213

May 17, 1979

Wichita-Sedgwick County
 Metropolitan Area Planning Commission
 City Hall
 455 N. Main
 Wichita, Kansas 67202


Gentlemen:

Here are the comparative results for water from the proposed Rainbow Lakes Area on site by Layne Western as compared to present City of Wichita and U.S. Public Health Limits:

	Rainbow Lakes	City of Wichita	U.S. Public Health Service Recommended Limits
Total Iron	0.016	0.02	0.3
Manganese	0.02	0.02	0.05
Sulfate	44.0	75.0	250.0
Chloride	12.0	93.0	250.0
Nitrate	4.9	2.47	45.0
Total Hardness	152.0	107.0	300.0
Total Alkaninity	152.0	101.0	300.0
Specific Conductance	350.0	614.0	--
pH	7.9	8.13	--

Respectfully submitted

MUNICIPAL LABORATORY


A. E. Reiss, President

AER/rmk



THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

OFFICE OF Environmental Health

DATE May 16, 1979

TO Curtis Newby, Junior Planner

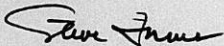
FROM Steve Innes, Environmental Conservation Coordinator

SUBJECT Rainbow Lakes West
Third Addition
S/D 77-108

The Environmental Health Division recommends not waiving the municipal-type water supply requirement for this 148-lot subdivision. It is our belief that the general health is better insured with the use of a public water supply - particularly one, Wichita Water, which easily meets all state drinking water standards and probably has the best quality control in the state.

We have reviewed the Layne-Western Company, Inc. log report of three test holes drilled on the property. As the report states, there should be sufficient ground water generally available for single family units. It would be our opinion that there is a real possibility that with such small lot sizes, water will not be found on every lot. For several lots, water might have to come from off-site necessitating easements or agreements.

If it is determined that public water is not available to this property, we would then approve the use of individual private water wells. The ground water is expected to be of potable quality, although likely not to meet public water standards on some of the parameters of lesser importance. The wells should be installed in accordance with Article 30 of state health regulations.



Steve Innes, Coordinator
Environmental Conservation

SI/1b

May 14, 1979

John Wynkoop, Director of Water and Water Pollution Control

Jack H. Galbraith, Chief Planner

Water Service to Rainbow Lakes West Third Addition

John Fry has requested a waiver of the platting requirement that municipal-type water service be extended to the Rainbow Lakes West Third Addition located east of 135th Street West in an area north of Maple. This request for waiver has been scheduled for review by the Subdivision Committee this Thursday, May 17, 1979. It is item 8 on the agenda.

Would you please be present at this meeting to answer questions which will undoubtedly arise with regard to the extension of City water lines to serve this subdivision? Both the platlor and the Planning Department and/or Water Department have the right to appeal any decisions regarding water requirements all the way to the City Commission.

Jack H. Galbraith
Chief Planner

JHG:LO:bh

May 9, 1979

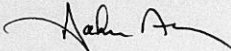
Mr. Robert A. Lakin
Director of Planning
Wichita-Sedgwick County Planning Department
455 N. Main Street
Wichita, Kansas 67202

RE: Water Supply Line - Rainbow Lakes

Dear Mr. Lakin:

This is a request for a waiver on the above plat for a "public water supply" so we may use individual wells.

Respectfully requested,



John Fry

rmk

cc: Jim Aiken
G. C. McLure



May 8, 1979

Dale Fair, Attorney
Page Court
Wichita, Kansas 67202

SUBJECT: SD 77-108 and SD 79-61 - Rainbow Lakes Plats

The Board of County Commissioners, at their meeting of May 2, approved paving petitions for certain of their Rainbow Lakes Plats. Specific information was never provided to me on this, so I am not sure whether this is the Rainbow Lakes West Fourth Addition or the Rainbow Lakes West Third Addition, or both. At the same time, the County Commission approved lateral sanitary sewer petitions for the same area. The approval was conditioned that no building permits were to be issued until the issue of where the sanitary sewer discharge is to be made.

At the meeting, Mr. Reiss submitted a cost-estimate for extending the sewer to the Frontier Land lagoons. This is an alternate, which if accepted, I believe must be concurred in by the Engineer for the City of Wichita, including Mr. Wynkoop and Mr. Linn (inasmuch as this will ultimately be in the Wichita system), as well as Mr. McClure, Mr. Aiken, and the State Department of Health and Environment (with Mr. Mel Gray approving). As you are aware, the City Engineer had prepared other alternates for service for this area which seemed to him, to fit into a general plan to extend services in this area. None of these plans (Mr. Reiss's or Mr. Linn's) appear to have been detailed in any degree. We obviously have different opinions of two or more engineers on this issue.

Remembering that we still have to get a plat approved by of City Commissioners, and that recommendations from City department heads will be made to them at the time the plats are submitted. I would encourage you to have Mr. Reiss furnish his report entitled "Planning Report Rainbow Lakes

Page 2
May 8, 1979
Dale Fair

Addition", dated April 25, 1979, to the above mentioned persons as well as this office. I would then encourage a meeting be called by your engineers with the above personnel and our office to see if we can resolve what alternate can be mutually agreed on by all in taking this plat forward for final approval.

At the Commission meeting of May 2, we were also informed that it was the plators intent to utilize individual water wells for water service to this area. Please be advised that the County Zoning Resolution contains a qualifying clause for the "AA" district for which your clients have applied, and that both water and sewer of a municipal type is required. I would also refer you to our plat approval letters for these additions in which municipal water service was a "condition" of plat approval. For this condition to be removed, it would be necessary for the City Commission to waive this requirement. Again, I am doubtful that departments involved, nor our department, will be supportive of waiving the water requirement for urban-type plats. If water is not extended into these areas for fire service and for local service at the time of development, it then begins to be very difficult to continue making overall system improvements, and to provide that service at a later date. I think it is important that everyone, when they go into urban development, provide the services at that time, and not defer those costs on future owners/ users of service.

I would strongly urge you to discuss this matter with the Director of Water and Water Pollution Control, as I am sure he will be wanting to make a specific recommendation on this item to the Board of City Commissioners.

Sincerely,


Robert A. Lakin
Director of Planning

RAL:vn

cc: John Wynkoop, Director of Water and Water Pollution Control
Ray Bruggeman, Director of Public Works, City of Wichita
Richard Linn, City Engineer, City of Wichita
Jack H. Galbraith, Chief Planner, Current Plans Division, MAPD
Willard L. Stockwell, Chief Planner, Advance Plans Division, MAPD
John Fry, 332 Wheatland Place, 67235
L. V. Ball, 360 North 135th Street West, 67235

Copy of letter to County Commission of May 2 to: Wynkoop, Bruggeman, Linn
Stockwell, Galbraith

(over)



REISS & GOODNESS ENGINEERS
 2100 WEST 21ST STREET - WICHITA, KANSAS 67203 (303) 832-0323

April 30, 1979



Mr. Everett Patrick
 Commissioner - 3rd District
 525 N. Main
 Wichita, Kansas 67202

Re: Cost - Sedgwick County West Sewer District

Dear Mr. Patrick:

In line with the discussion that we had on the morning of April 27, 1979 the following cost estimates have been prepared by my office. We are suggesting to follow Alternate #1 as set out in the report entitled PLANNING REPORT RAINBOW LAKES ADDITION dated April 25, 1979.

The estimate of cost to serve Rainbow 3rd, 4th, and 5th Addition (1215 P.E.):

1	Unit	Pumping Station & 6" Force Main	\$ 60,000.00
1	Unit	Treatment Plant Modifications	22,000.00
		Estimated Construction Cost	82,000.00
		Engineering, Legal, & Misc.	20,500.00
		TOTAL ESTIMATED COST	\$102,500.00

To add Wheatridge Addition into the same plant (280 P.E.) the following estimate will apply:

1	Unit	Treatment Plant Modifications	\$ 6,000.00
---	------	-------------------------------	-------------

NOTE: This is the only additional cost incurred to enlarge the plant to pick up the necessary 280 additional population equivalent. However at this point there should be money set aside for enlargement of plant again at a future date so that everyone will participate equally in the plant cost. An additional cost to the Wheatridge Addition will be their own lateral sewer system and pumping station. Pumping Station with 4" Force Main would run \$26,000.00. If Wheatridge desires sewer in the future we will be glad to make up preliminary estimates.

I recommend this procedure as a step analysis progressively building up the basin until ultimately the City of Wichita will have built the main outfall sewer line so that all of this may drain into the main sewer plant for the City of Wichita.

Since
 REISS & GOODNESS ENGINEERS
 A. E. ROSS P. E.
 AER/sc

May 2, 1979

TO Board of County Commissioners
FROM Robert A. Lakin, Director of Planning
SUBJECT Re: Paving and Sewer Petition - Rainbow Lakes

Background

The Board of County Commissioners have received petitions for paving and sanitary sewer for plats in an area known as Rainbow Lakes. This is an area generally located east of 135th Street West and north of Maple. The plats are processing through MAPC and the Board of City Commissioners for approval. As a condition of approval, the owner of the plats must be able to guarantee the installation of sewer and municipal water. This can be accomplished by cash guarantee or a petition to a unit of general government.

Sewer Service on the Cowskin

Outlined in The Next Thirty Years was the general identification of sewer service within the Metropolitan Wichita area. Some areas were dealt with in more detail than others. As an example, the 4-mile Creek area was identified as an area which Sedgwick County would provide sewer service. Due to gravity flows and the existence of an initial pickup system, the Cowskin area was identified as being developed as a part of the Wichita system. This, however, is not as easy as it seems as there are existing developments with sewer (West Millbrook and Miles Westwind Lakes Estates); without sewer and needing sewer (C. Pate Wheatridge); and new areas desiring sewer service such as Murry's and Bell's. No detail work has been done on the development of a system. A number of organization alternates exist for bringing about the development of such a system. These include:

- 1) City of Wichita extension of service.
- 2) General Improvement Districts (such as West Millbrook).
- 3) County Sewer Districts with subsequent joint and lateral sewer districts therein.
- 4) Joint City and County Sewer District.

Bell Alternates

The change in City policy on outside utility service set aside the original plan to service the Bell and Murry

Page 2
May 2, 1979
Board of County Commissioners
Re: Paving & Sewer Petition-Rainbow Lakes

areas with connections to the City system. This plan was to tie into the Wichita system by building a permanent and temporary pipe in Maple eastward to soon to be laid sewer pipe. The City Engineer prepared a general layout for sewer service for what MAPD considered the developing area along the Cowskin. However, until some areas are annexed and others propose to develop, immediate construction was not considered practical. Accordingly, an interim solution was offered wherein some permanent line would be built in Maple along with temporary lines hooking back to the sewer at Maple and the Cowskin. The recent revision in City policy would now allow this to occur as originally proposed. I believe this solution was concurred in by both City and County staff. The only difference is that 100% of the cost of the sewer would now have to be paid by the platlor.

or

The Bell properties could tie into an existing plant, subject to:

- 1) Plant capacity existing.
- 2) Plant being capable of being modified to be able to accept the Addition.
- 3) The State and EPA granting approval.

or

Plants in the area which might be modified are the West Millbrook and/or Frontier Village facilities.

or

Another alternate would be to build a new facility either on-site or at some other site acceptable to the State, EPA, and the County. Both a new plant and the use of an existing plan (modified) should be considered temporary until the Sewer Plan is updated and a more detailed study of the Cowskin is made.

Water Extension

Currently, there is no public water supply in the area. The four alternates are:

- 1) Wichita extension of service. Lines will be extended to one-half mile of this site. Current policy based on 100% developer cost would make this alternate quite feasible.

May 2, 1979

Board of County Commissioners

Re: Paving & Sewer Petition-Rainbow Lakes

- 2) Goddard extension. Goddard water is one mile to the south. Capacity is limited without new wells. An existing agreement between Wichita and Goddard limits the extension of Goddard water in this area without consultation between the two governing bodies.
- 3) Creation of a County Water Department. This would necessitate the County obtaining water appropriation rights from the Chief Engineer, Division of Water Resources, Department of Agriculture. Involved would be all of the treatment, monitoring and testing of a public water supply under the Federal Clean Water Act.
- 4) Authorization of individual wells by the Health Department and the waiver of the public water supply requirement by the MAPC and the Board of City Commissioners.

Long Range Studies

It is believed all agree that additional long range studies need to be undertaken as to specific service needs for the urban growth area on the west side. The growth area for planning purposes (pro-rata of estimated future population assigned to geographical limits) is smaller than the natural gravity flow area. Also, some of this growth will occur in neighboring drainage basins. It is recommended that the work item in MAPD's work program be initiated as soon as money is available.

McLure and Wynkoop have indicated money is available. Possible EPA grants are also available to assist. If agreed by the governing bodies, an overall update of the Sewer Plan (Countywide) should be undertaken. Examined would be the needs of the City and the County; need and location for new lines, treatment needs, location for treatment facilities and assessment of new technology likely to be available in the next 20-30 years. This study would provide answers to existing capacity problems on the City's west side. As a sub-element, the Cowskin could be examined in greater detail much as the 4-Mile Creek is now being studied. The problems of temporary systems, phasing, and suggested cost allocation could be examined and alternatives provided.

Page 4
May 2, 1979
Board of County Commissioners
Re: Paving & Sewer Petition-Rainbow Lakes

Short Term Alternatives - Bell Properties

Based on the revised City water (and sewer) extension policy, it is strongly urged that the plat be submitted to the City with:

- 1) Request for outside water and sewer service.
- 2) Petition for water and sewer laterals under KSA 12-6a01 et. seq.
- 3) Guarantees other than petitions for any temporary lines.

or


Another alternate would follow the model established by the County in Park Meadows Addition, and:

- 1) Have the developer provide pre-engineering as to treatment type and location with preliminary estimates for plant construction and for O&M costs.
- 2) Provide, at the time of approval, fiscal guarantees other than special assessments for plant construction.
- 3) Provide water services, as outlined in the preceding report.
- 4) Receive and file the sewer petition and return for action with the information obtained in item 1.

or

- 1) Approve and file the petitions and instruct the Director of Public Works to proceed to determine how to serve the area.

In any event, the Commission should authorize MAPD to prepare preliminary scope of services for the updating of the areawide sewer plan, to submit estimated funding requirements and return to both governing bodies for concurrence and authorization to request either funding assistance from EPA or solicit requests for proposals from consultants to perform the work.


Robert A. Lakin
Director of Planning

RAL:bbc

Page 5

May 2, 1979

Board of County Commissioners

Re: Paving & Sewer Petition-Rainbow Lakes

cc: Ted Hill, County Counselor
Grover McLure, Director County Public Works
L.U. Bell, 360 N. 135th St. West 67207
Al Reiss, Reiss & Goodness Engineers, 2160 W. 21st 67203
Jim Aiken, Director Environmental Health
John Wynkoop, Director, Water Department

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

CITY HALL - TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202

(316) 268-4561

Grover C. McClure, Jr., Director
County Department of Public Works
1015 Stillwell
Wichita, Kansas 67213

April 10, 1979

**Subject: Sewer Service Cowskin
Tributaries - West
Millbrook, C. Pate
Wheatridge, Bell and
Murray properties.**

Dear Grover:

I'm sorry I was unable to be at the meeting called by Mr. Schaefer concerning the above subject. It was my understanding that after some discussion of the matter, with Mr. Schaefer (who requested the meeting) being absent, that it was your thought to proceed with a study of either expanding West Millbrook plant to serve those needing service or perhaps to develop a temporary plant across the road to the west. As I understand the problem, it is essentially the one that has been facing us for the last several years in this area, together with new development pressures from plats that are currently being processed for approval in that general area. Specifically, this would involve the C. Pate Wheatridge Addition and the subdivisions being processed for Murray and Bell in the area north of Maple. There can be no question that Wheatridge needs sewer service, and similarly if one assumes that development is proper on the Bell and Murray areas, which we have indicated that it is, that they too need municipal type treatment services in this area.

I think it is equally acknowledged that sewer service in this area on a long range basis would probably flow to the City of Wichita system due to the nature of gravity flows in this area. The issue has been and continues to be what should be done on an interim basis and by whom, and under what conditions.

Grover C. McLure, Jr.
April 10, 1979
Page 2

I agree with you that a study is needed. It would seem to me that before the State will allow either the expansion of the West Millbrook plant or the location of a new interim treatment facility to the west of the West Millbrook plant, there will have to be done a Phase I study similar to that undertaken for the Park City Chisholm Creek Interceptor and for the Four Mile Creek development. The sooner we get started on that study, the quicker we will be able to get service to these people. I think a study as to whether or not the most cost effective solution at this stage is an expansion of an existing plant; construction of new interim facilities; and/or connection to the Wichita system needs to be resolved. If it is going to be a temporary solution, such as working with existing plants for creation of new plants, then I believe we need to know, and the State will require us to say, what the long range solution will be beyond temporary.

This means that we will probably also need to resolve the issue whether or not the City of Wichita is going to look towards the construction of Cowskin Interceptor as originally identified in The Next Thirty Years plan, or whether some other alternate will be looked at. This we would think could be best addressed in an update of the Next Thirty Years plan. We are currently working on a proposed scope for services for updating that plan, and will be sharing this with you and Wynkoop in the next few weeks.

Thus it would appear that we will have need for two studies. One, the update of the Next 30 Year plan, and two, a specific Phase I study for the Cowskin area above U. S. 54. At the maximum we should address the growth areas along the Cowskin that we have previously identified which would include areas south of U. S. 54, and north of U. S. 54. I would prefer to see a geographic boundary somewhat between the one that you have earlier identified which comprises many more miles than we have identified for growth, and would accommodate under a capacity analysis the tens of thousands more population than we anticipate locating in the Wichita metropolitan area, and specifically in the Cowskin area. I would think a boundary slightly larger than our growth area in order to participate unforeseen changes in growth patterns should be the one that is primarily considered. I would think the look at the study should be larger than just the two or three additions that you are dealing with here, and include the two or three subbasins that we see identified in the growth plan area. I would

Grover C. McLure, Jr.
April 10, 1979
Page 3

strongly urge both you and Wynkoop to get together to prepare a proposal to take to the respective governing bodies to undertake the Phase I study at the earliest possible date. May I have your thoughts on the matter.

Sincerely,

Robert A. Lakin
Director of Planning

RAL:rme

cc: Tom Scott, Chairman, Board of County Commissioners
Don Gragg, County Commissioner
Everett Patrick, County Commissioner
Theodore M. Hill, County Counselor
James H. Schaefer, Attorney at Law
James Aiken, Director, Environmental Health
John Wynkoop, Director, Water & Water Pollution Control
Dick Linn, City Engineer
Jack H. Galbraith, Chief Planner

REVISED LEGAL RECEIVED 2-6-79

Entered in Transfer Record in my office this

day of _____, A. D., 19__

County Clerk.

L. V. BELL and SHARON A. BELL, husband and wife,

CONVEY AND WARRANT TO RAINBOW LAKES, INC.

of our 50% undivided interest in and to all the following described REAL ESTATE in the County of SEDGWICK

and the State of Kansas, to-wit: A tract in the SW 1/4 of Section 24, T27S, R2W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the SE corner of said SW 1/4; thence S88°55'03"W along the south line of said SW 1/4, 330 feet; thence N0°11'20"W parallel to the east line of said SW 1/4, 264.18 feet; thence N52°01'37"W, 2542.09 feet; thence S37°58'23"W, 19.12 feet to the P.C. of a curve; thence southerly on a curve to the left having a radius of 236 feet and a deflection angle of 38°02'30", 159.69 feet to the P.T. of said curve; thence S0°04'07"E parallel to the west line of said SW 1/4, 250 feet; thence S89°55'53"W, 244 feet to the west line of said SW 1/4; thence N0°04'07"W along the west line of said SW 1/4, 750.27 feet to a point 427.73 feet south of the NW corner of said SW 1/4; thence N61°47'03"E, 950.52 feet to a point on the north line of said SW 1/4, 838.36 feet east of the NW corner of said SW 1/4; thence N88°31'08"E along the north line of said SW 1/4, 1795.34 feet to the NE corner of said SW 1/4; thence S0°11'20"E, 2657.3 feet to the point of beginning.

for the sum of One Dollar and other good and valuable consideration.

EXCEPT AND SUBJECT TO: Easements, oil and gas leases and mineral and royalty reservations of record.

Dated January 1979

STATE OF KANSAS, SEDGWICK COUNTY, ss

BE IT REMEMBERED, That on this day of January A. D. 1979 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

L. V. Bell and Sharon A. Bell

L. V. BELL
Sharon A. Bell
SHARON A. BELL

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

Notary Public.

Term expires 19__

STATE OF _____ County, ss.

This instrument was filed for record on the day of _____, A. D., 19__, at _____ o'clock _____ M., and duly recorded in book _____ of _____ at page _____

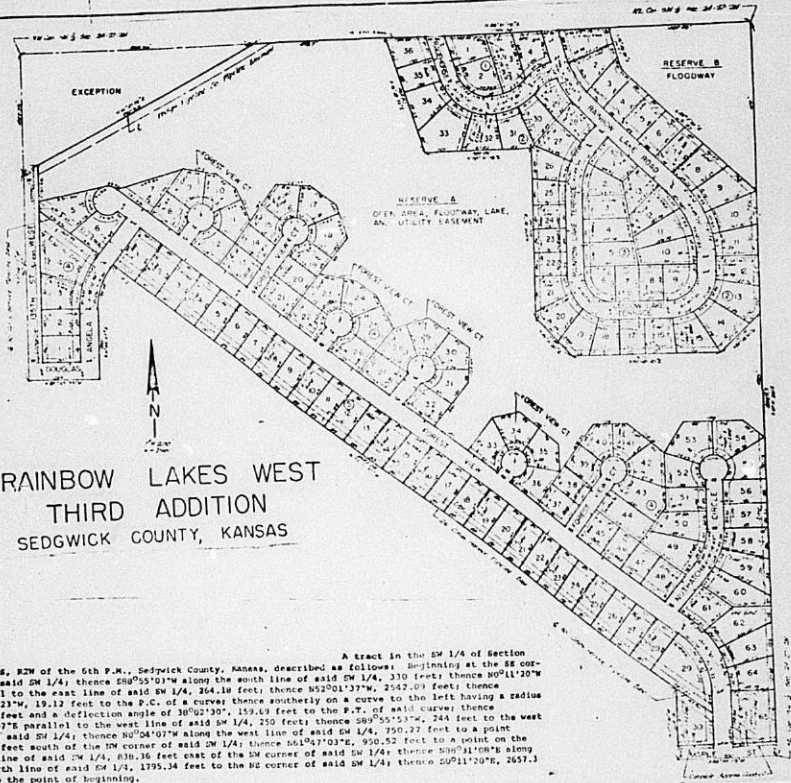
Register of Deeds.

Deputy.

Fees, \$ _____

RAINBOW LAKES WEST
THIRD ADDITION
SEDGWICK COUNTY, KANSAS

A tract in the SW 1/4 of Section 24, T27N, R2W of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the SE corner of said SW 1/4; thence S88°55'03"W along the south line of said SW 1/4, 210 feet; thence S0°11'20"W parallel to the east line of said SW 1/4, 34.18 feet; thence S25°01'37"E, 2542.04 feet; thence S17°58'23"W, 19.12 feet to the P.C. of a curve; thence southerly on a curve to the left having a radius of 216 feet and a deflection angle of 30°02'30", 159.13 feet to the P.T. of said curve; thence S0°04'07"E parallel to the west line of said SW 1/4, 250 feet; thence S89°55'53"W, 244 feet to the west line of said SW 1/4; thence N0°04'07"W along the west line of said SW 1/4, 750.27 feet to a point 427.73 feet south of the SW corner of said SW 1/4; thence S61°47'03"E, 950.52 feet to a point on the north line of said SW 1/4, 836.36 feet east of the SW corner of said SW 1/4; thence S08°31'08"E along the north line of said SW 1/4, 1795.34 feet to the NE corner of said SW 1/4; thence S0°11'20"E, 2657.1 feet to the point of beginning.



2-1-79

Mike Lundebak
said the sewer
petitions for R.L.W. 3rd
would NOT include
service to lot 30
Blk 5. This lot
would have to be
served by a sewer
to R.L.W. 5th.

John Fry

January 5, 1979

^{Fry}
Dale Fry
320 Page Court
Wichita, Kansas 67202

Subject: S/D 77-108, Rainbow Lakes West Third Addition

Dear Mr. Fry:

Enclosed herewith are copies of the letters from our file which
was requested by phone.

Also, as we discussed, when the annexation of the land was turned
down by the County Commission, the plat was not sent on to the
Planning Commission because a county zone change request for "AA"
zoning would need to be approved if the lot sizes on the plat
were to remain the same. As an alternative, the plat could be
redesigned with 20,000 square foot lots, the minimum lot size
permitted in the existing "R-1" zoning when sewer and water are
going to serve the site. At such time as a zone change has been
approved by the Planning Commission or the plat has been redesigned
and reapproved by the Subdivision Committee, the plat will be
scheduled for Planning Commission approval. After Planning Com-
mission approval, the plat would be forwarded to the governing
body when all the conditions of the plat approval have been
satisfied.

If you have any questions, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:bh

THE CITY OF WICHITA

OFFICE OF Flood Control Maintenance DATE August 11, 1978

TO Jack Galbraith, Chief Planner, MAPD

FROM Max Greene

SUBJECT - Drainage Plans for
Rainbow Lakes West 3rd and 4th Addns.

On August 10th, 1978, Chris Brennenstuhl from the County Engineer's Office, Yash Desai from the City Engineer's Office and I met with K. O. Taylor to review subject plans. We are in agreement and approve the basic concept of subject drainage plans. The following conditions still need to be resolved:

- 1) Approval from Phillips Pipeline Company for proposed crossing of their lines in Rainbow Lakes West 3rd Addition.
- 2) Appropriate guarantees for the drainage acceptable to the County Director of Public Works for both Additions.
- 3) One acceptable Homeowner's Agreement covering both Additions for maintenance of the Floodway area.

I trust this information will satisfy your needs; however, if further information or discussion is desired, please advise.

Max Greene

Max Greene,
Flood Control Engineer
Flood Control Maintenance

MG/glm

cc: G. H. Wilton
Chris Brennenstuhl/County
Yash Desai/City Engineer
K. O. Taylor
Rainbow Lakes West 3rd Addn. Plat File
Rainbow Lakes West 4th Addn. Plat File



August 14, 1978

Mr. K. O. Taylor
1542 S. St. Francis
Wichita, Kansas 67211

Re: S/D 77-108 - Final Plat of Rainbow Lakes West 3rd Addition

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, August 10, 1978, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. The applicant and/or his engineer shall contact the City and County Public Works Department relative to street names to be indicated on the final plat.
- B. The applicant shall, by petition, guarantee the installation of City of Wichita sanitary sewer and domestic water service for each lot being platted.
See MAPC follow-up letter dated 8-31-79
- C. The minimum pad elevations approved for subject property shall be indicated on the face of the plat.
- D. *working out*
At such time as the written approval of the submitted drainage plan has been given by the City Department of Public Works, the final plat will be forwarded to the Planning Commission. *8-30-79*
- E. The plat's text on the final plat indicates that drainage easements are being granted covering all of Lot 68, Block 4 and all of Lot 30, Block 5. These two lots then should not be platted as lots and it is recommended that they be platted as either drainage easements or drainage reserves.
- F. The applicant shall guarantee all drainage improvements required for this plat.
- G. The applicant shall guarantee the paving of all streets within the addition to City of Wichita Standards. The appropriate plans and profiles for said streets, when

designed, shall be submitted to the City Engineer for approval and a copy of the approved plans and profiles shall be submitted to the County Engineer.

- H. The applicant shall guarantee the construction of sidewalks on both sides of all streets within the plat.
- I. *See MAPC follow-up letter dated 8-31-79*
The applicant shall submit a plan indicating on which side of the 58' streets parking will be permitted. The applicant shall also submit a restrictive covenant which shall indicate on which of said streets parking is limited to one side, and a covenant stating that 4 off-street parking spaces will be provided on each lot adjoining the 58 foot streets. *IN Protective Covenants*
- J. Any raising or lowering, relocation or encasement of either the Phillips Petroleum or Cities Service pipe line crossing this property, as a result of the requirement improvements associated with this plat, shall be at the sole expense of the applicant.
- K. The applicant shall submit a Homeowners Association which provides for the continued maintenance of the lakes and all other common open space. Said association agreement shall also contain a provision or clause which will assure that the governing body can, upon proper notice and hearing, cause necessary maintenance to be done to said areas and the cost thereof assessed to the benefiting properties in the event the Homeowners Associations fails to do so.
- L. Easements as shown on the marked "engineer's copy" of the final plat shall be indicated on the final plat tracing.
- M. Recording of the plat within 30 days after approval of the plat 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, August 17, 1978, at 1:30 p.m. If you should have any questions concerning this matter, please call.~~

Sincerely,

Curtis Newby
Junior Planner
CN:bh
Encl.

K. O. Taylor - Page 3
8-14-78

cc: L. U. Bell, 360 N 135th St., 67235
Dean Sellers, Assistant City Engineer
Chris Brennenstuhl, County Engineering

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-108 Name RAINBOW LAKES WEST 3RD ADDITION
 Date Application Rec'd. 8-18-77 Preliminary Approval 3-23-78
 Scheduled S/D Meeting 8-10-78

DESCRIPTION

General Location Northeast corner of 135th Street West and Maple.

Owner L. U. Bell
 Surveyor/Engineer K. O. Taylor
 Address 1542 S. St. Francis, Wichita, Ks. 67211 Phone 264-0341

- | | | |
|--------------------------------|--|---|
| 1. Gross Acreage of Plat | <u>100</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | | a. <u>59'</u> R/W <u>1820</u> ft. |
| Residential | <u>151</u> | b. <u>64'</u> R/W <u>6740</u> ft. |
| Commercial | | c. <u>50'</u> R/W <u>1100</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>151</u> | TOTAL <u>9660</u> ft. |
| 3. Minimum Lot Frontage | <u>40</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area | <u>10,000</u> ft. | streets? <u> </u> yes <u> </u> no |
| 5. Existing Zoning | <u>R-1</u> | |
| 6. Proposed Zoning | <u>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>City of Wichita</u> | |
| 11. Health Department Approval | (where applicable) <u>no</u> (Yes-No) | |
| 12. City of Wichita | : Three-Mile Area <u>x</u> | |

STAFF COMMENTS:

- A. The cul-de-sac street at the northeast corner of Angela and Forest View shall be labeled as Angela Court on the face of the plat.
- B. The platlor's text on the final plat indicates that drainage easements are being granted covering all of Lot 68, Block 4 and all of Lot 30, Block 5. These two lots then should not be platted as lots and it is recommended that they be platted as either drainage easements or drainage reserves.
- C. The applicant shall be prepared to discuss the method to be used to obtain and guarantee sanitary sewer and water service to each lot being platted. It is recommended that this matter be definitely resolved and the appropriate guarantees for said service be submitted prior to forwarding the final plat to the Planning Commission for approval.
- D. A requirement of approving the preliminary plat was for the applicant to obtain a memo from the Flood Control Office stating that the lake and drainage systems have been reviewed and will be acceptable. It is recommended that the final plat not be forwarded to the Planning Commission for approval until this has been done.
- E. The applicant shall guarantee any drainage improvements required for this plat.
- F. The applicant shall guarantee the paving of all streets within the addition to City of Wichita Standards. The appropriate plans and profiles for said streets, when designed, shall be submitted to the City Engineer for approval and a copy of the approved plans and profiles shall be submitted to the County Engineer.

(Over)

- G. The applicant shall guarantee the construction of sidewalks on both sides of all streets within the plat.
- H. The applicant shall submit a plan indicating on which side of the 58 streets parking will be permitted. The applicant shall also submit a restrictive covenant which shall indicate on which of said streets parking is limited to one side, and a covenant stating that 4 off-street parking spaces will be provided on each lot adjoining the 58 foot street.
- I. Any raising or lowering, relocation or encasement of either the Phillips Petroleum or Cities Service pipe line crossing this property, as a result of the required improvements associated with this plat, shall be at the sole expense of the applicant.
- J. The applicant shall submit a Homeowners Association which provides for the continued maintenance of the lakes and all other common open space. Said association agreement shall also contain a provision or clause which will assure that the governing body can, upon proper notice and hearing, cause necessary maintenance to be done to said areas and the cost thereof assessed to the benefiting properties in the event the Homeowners Associations fail to do so.
- K. Recording of the plat within 30 days after approval of the plat by the Board of City Commissioners.

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

REVISED INFO. SHEET.

S/D No. _____

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Rainbow Lakes West 3rd Add

General Location: NE cor 135th St West & Maple

Name of Property Owner: L H Bell Phone: 722-4176
Address: 360 N 135th St West
Name of Subdivider: John Fry Phone: 942-1295
Address: 650 Westdale Drive
Name of Agent/Surveyor: RO Taylor
Address: 1542 S 5th Francis Phone: 764-0341
Date of Application: 7-31-78

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 100
2. Number of Lots:
Residential 151
Commercial _____
Industrial _____
Other _____
Total Number of Lots 151
3. Minimum Lot Frontage 40 ft.
4. Minimum Lot Area 10,000 ft.
5. Existing Zoning R-1
6. Proposed Zoning A-A
7. Lineal Feet of New Streets:
a. 56 R/W 1820 ft.
b. 224 R/W 6740 ft.
c. 50 R/W 1100 ft.
d. _____ R/W _____ ft.
e. _____ R/W _____ ft.
TOTAL 2600 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers Yes (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) No (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: RO Taylor
for tech. info only

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

Received by _____
Date _____
Fee Submitted _____

Discussion of Service to Island
Annexation Areas.

5/31/78

Dale Fair, Ted Hill, Susan Smiley
Drs. Drenni, Howard Smiley, Jim Coker
John Wynn, Bill Oltz, RAL
Jim Dalbrack, John Phillips
Ray Bruggeman, Lew Korn.
Andy Harman -

Jabin Introduction

- Dale Fair asked how to serve the area with water and sewer.
Wynn - said it could be extended in the normal water benefit district.

Petition City Chem SA for sewer extension, City builds system SA's Agreement for outside City Sewer or Water service.

Temporary cost to developer.

Permanent Cost - Jabin believes 50/50 City -

Jabin to check with Denton -
Jabin questions City participation of interconnection costs outside the City.
126a to the City for Sewer.

Not talking to the City for paving of streets

Water - 126a Petition for Water extension - Water can be engineered -

Plans for sanitary sewer - Dair -
Street to small ad Dair
Drains to small - Dair -
Water to Wyoming -

Sisterwalk - petition to County -
Question on how to

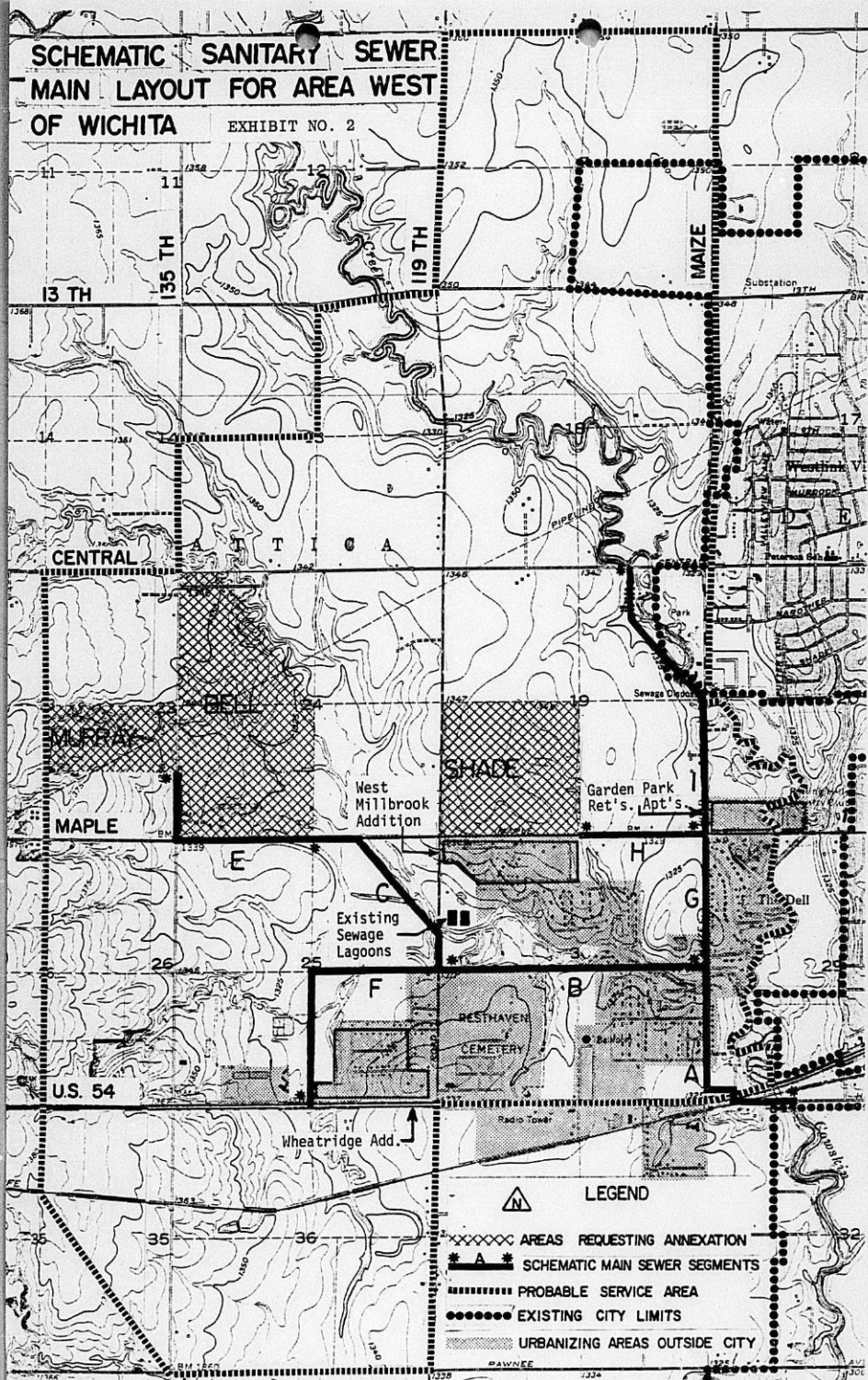
Rambert Lakes / Wichita Sedgwick County Sewer District

5/31/88

Name	Organization	Address
Lakin, Robt Phone:	MAPD	
Dale Fair Phone:	MPS&F	
Walt Lunde, Jr Phone:	Sedg County	
Ted H. Hill Phone: 268-7111 Phone:		
Jim Aiken Phone:	Environmental Health	
JOHN PHILBRICK Phone: 268-7575	Sedgwick County	
26 Phone:		
Lew Kern Phone:	Sedg. County	
RAY BRUGGEMAN Phone:	City	
Jack H. Galbraith Phone:	MAPD	
DICK LINN Phone:	Eng. Div., P.W. City	
Bill Otten Phone:	Water Dept.	
John Woodard Phone:	Water Dept.	
Prep Dune Phone: 267-8423		

SCHEMATIC SANITARY SEWER MAIN LAYOUT FOR AREA WEST OF WICHITA

EXHIBIT NO. 2



LEGEND

- XXXXXX AREAS REQUESTING ANNEXATION
- * A * SCHEMATIC MAIN SEWER SEGMENTS
- PROBABLE SERVICE AREA
- EXISTING CITY LIMITS
- URBANIZING AREAS OUTSIDE CITY

WICHITA SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561

May 10, 1978

Mr. L. V. Bell
360 North 135th Street West
Wichita, Kansas 67235

Dear Mr. Bell:

This is to advise you that the Board of County Commissioners, this morning at their meeting of May 10, considered the City's request for island annexation and denied the request. Thus, your property will not be annexable to the City of Wichita until it actually abuts an existing City limit line and the City Commission considers such annexation at some future point in time.

Relative to the development of your property, I would suggest that you proceed to submit the plats involved with recommendation as to how you propose to provide service to the area. It would seem that there are some alternatives available which include petitioning the Board of County Commissioners for the creation of County sewer, County water and such other districts as may needed to be created to provide services. The County will then have the responsibility for either securing from the State authority to build additional sewerage treatment plants or to tie into existing sewerage treatment plants, such as West Millbrook plant. They may also approach the City of Wichita and attempt to secure a contract for provision of services through the City of Wichita. I would think that such arrangements should be resolved and agreed to prior to any final plat being submitted to the Board of City Commissioners for their consideration and approval. If you have any questions on future procedure or the alternatives involved, please call.

Sincerely,

Robert A. Lakin
Director of Planning

RAL:rme

cc: Grey Dresie, Attorney at Law, 815 Union National Building,
67202

March 27, 1978

K. O. Taylor
1542 S. St. Francis
Wichita, Kansas 67211

Subject: S/D 77-108 - Revised Preliminary Plat of Rainbow
Lakes West Third Addition

Dear Mr. Taylor:

At their regular meeting of March 23, 1978, the Subdivision Committee of the Planning Commission considered the above referred to case. The action of the Committee was to approve the revised preliminary plat and authorize the submission of a final plat subject to the following conditions:

- A. Blocks 1 and 2 shall either be redesigned to eliminate the 50 foot wide tract of land adjacent to the southerly line of said blocks, or the lot lines in said blocks shall be extended to the southerly line of the 50 foot tract.
- B. This property is within the urban growth area, is being designed as an urban plat, and therefore must have municipal sewer and water systems and paved streets. Before submitting a final plat, definite arrangements shall be made for the sewer and water systems to serve each lot. The applicant has requested that subject property be annexed to the City of Wichita.
- C. Before submitting a final plat, the applicant or his engineer shall contact the City Department of Public Works regarding street names to be shown on the final plat.
- D. The applicant shall work with the Flood Control Office regarding the proposed lake system. Any drainage improvements required by the platting of this property shall be guaranteed by the applicant. Before submission of a final plat, the applicant shall obtain a memo from the Flood Control Office stating that the lake and drainage systems have been reviewed and will be acceptable.

- E. Any raising or lowering, relocation or encasement of either the Phillips Petroleum or Cities Service pipe lines crossing this property, as a result of the required improvements associated with this plat, shall be at the sole expense of the applicant.
- F. The applicant shall establish a Homeowners Association which provides for the continued maintenance of the lakes and all other common open space. Said association agreement shall also contain a provision or clause which will assure that the governing body can, upon proper notice and hearing, cause necessary maintenance to be done to said areas and the cost thereof assessed to the benefiting properties in the event the Homeowners Associations fails to do so.
- G. The area at the north line of the plat on the east side of Rainbow Lake Road on which appears the notation "to be platted into a lot with property north" shall be included as a lot with this plat.
- H. Sidewalks will be required on both sides of all streets except Maple.
- I. The applicant and/or his surveyor shall contact Tim Cain of the Department of Public Works relative to the appropriate street names to be indicated on the final plat.
- J. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

Sincerely,

Curtis L. Newby
Junior Planner

CLN:jm

cc: L. U. Bell, 360 N. 135th St. W., 67235

REVISED PRELIMINARY
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-108 Name Rainbow Lakes West Third Addition
Date Application Rec'd. 8-18-77 Preliminary Approval _____
Scheduled S/D Meeting 3-23-78

DESCRIPTION

General Location East side 135th Street West between Maple and Central

Owner L. V. Bell
Surveyor/Engineer K. O. Taylor
Address 1542 South St. Francis (67211) Phone 264-0341

- | | |
|---|----------------------------------|
| 1. Gross Acreage of Plat <u>98±</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>50</u> R/W <u>3245</u> ft. |
| Residential <u>146</u> | b. <u>64</u> R/W <u>9620</u> ft. |
| Commercial _____ | c. <u>70</u> R/W <u>6260</u> ft. |
| Industrial _____ | d. <u>75</u> R/W <u>525</u> ft. |
| Other _____ | e. <u>100</u> R/W <u>100</u> ft. |
| Total Number of Lots <u>146</u> | TOTAL <u>19,750</u> ft. |
| 3. Minimum Lot Frontage <u>45</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>8020</u> sq. ft. | streets? <u>yes</u> <u>x</u> no |
| 5. Existing Zoning <u>R-1</u> | |
| 6. Proposed Zoning <u>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>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | |
| 12. City of Wichita <u>x</u> : Three-Mile Area _____ | |

STAFF COMMENTS:

NOTE: This preliminary plat was deferred by the Subdivision Committee on January 26, 1978 for redesign and further drainage study.

- A. Blocks 1 and 2 shall either be redesigned to eliminate the 50 foot wide tract of land adjacent to the southerly line of said blocks, or the lot lines in said blocks shall be extended to the southerly line of the 50 foot tract.
- B. This property is within the urban growth area, is being designed as an urban plat, and therefore must have municipal sewer and water systems and paved streets. Before submitting a final plat, definite arrangements shall be made for the sewer and water systems to serve each lot. The applicant has requested that subject property be annexed to the City of Wichita.
- C. Before submitting a final plat, the applicant or his engineer shall contact the City Department of Public Works regarding street names to be shown on the final plat.
- D. The applicant shall contact the Flood Control Office regarding the proposed lake system. If dams are to be constructed, State permits will be required. Any drainage improvements required by the platting of this property shall be guaranteed by the applicant. Before submission of a final plat, the applicant shall obtain a memo from the Flood Control Office stating that the lake and drainage systems have been reviewed and will be acceptable.
- E. Any raising or lowering, relocation or encasement of either the Phillips Petroleum or Cities Service pipe lines crossing this property, as a result of the required improvements associated with this plat, shall be at the sole expense of the applicant.

- F. The applicant shall establish a Homeowners Association which provides for the continued maintenance of the lakes and all other common open space. Said association agreement shall also contain a provision or clause which will assure that the governing body can, upon proper notice and hearing, cause necessary maintenance to be done to said areas and the cost thereof assessed to the benefiting properties in the event the Homeowners Association fails to do so.
- G. The area at the north line of the plat on the east side of Rainbow Lake Road on which appears the notation "to be platted into a lot with property north" shall be included as a lot with this plat.
- H. Sidewalks will be required on both sides of all streets except Maple.
- I. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- J. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

1-30-74 Rainbow Lakes West Third

- Upack
Mitch
Taylor
Gist
Galbraith
Heubig

- On new plat to NW, will need to store water on the property to further protect this plat.
- Redesign to combine narrow open space fingers into fewer & wider usable drainage open space.
- Most of the lots will have to be filled in order to build on.
- Taylor is going to redesign. Do not reschedule plat for Feb 9 Meeting of Subdivision Committee.
- eliminate creek crossing on east end of plat by redesigning with loop streets etc.

January 30, 1978

K. O. Taylor
1542 S. St. Francis
Wichita, Kansas 67211

Re: S/D 77-108 Preliminary plat of Rainbow Lakes West Third
Addition

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, January 26, 1978, the above captioned plat was considered. The action of the Committee was to recommend that this plat be deferred for two weeks for further study of the drainage problems involved and redesign of the plat to eliminate the narrow fingers of open space and the isolated lots.

At such time as the revised preliminary plat is submitted, it will be rescheduled for consideration by the Subdivision Committee.

Sincerely,

Curtis L. Newby
Junior Planner

CLW:et

cc:

Dean Sellers, Assistant City Engineer
M. S. Mitchell, Flood Control

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-108 Name Rainbow Lakes West Third Addition
Date Application Rec'd. 8-18-77 Preliminary Approval _____
Scheduled S/D Meeting 1-26-78

DESCRIPTION

General Location East side 135th Street West between Maple and Central

Owner L. V. Bell
Surveyor/Engineer K. O. Taylor
Address 1542 South St. Francis (67211) Phone 264-0341

- | | |
|---|----------------------------------|
| 1. Gross Acreage of Plat <u>98±</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>50</u> R/W <u>3245</u> ft. |
| Residential <u>146</u> | b. <u>64</u> R/W <u>9620</u> ft. |
| Commercial _____ | c. <u>70</u> R/W <u>6260</u> ft. |
| Industrial _____ | d. <u>75</u> R/W <u>525</u> ft. |
| Other _____ | e. <u>100</u> R/W <u>100</u> ft. |
| Total Number of Lots <u>146</u> | TOTAL <u>19750</u> ft. |
| 3. Minimum Lot Frontage <u>45</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>8020</u> sq. ft. | streets? <u>yes</u> <u>no</u> |
| 5. Existing Zoning <u>R-1</u> | |
| 6. Proposed Zoning <u>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>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>no</u> (Yes-No) | |
| 12. City of Wichita _____: Three-Mile Area <u>X</u> | |

STAFF COMMENTS:

- A. This property is within the urban growth area, is being designed as an urban plat, and therefore must have municipal sewer and water systems and paved streets. Before submitting a final plat, definite arrangements shall be made for the sewer and water systems to serve each lot. The applicant has requested that subject property be annexed to the City of Wichita.
- B. Before submitting a final plat, the applicant or his engineer shall contact the City Department of Public Works regarding street names to be shown on the final plat.
- C. The applicant shall contact the Flood Control Office regarding the proposed lake system. If dams are to be constructed, State permits will be required. Any drainage improvements required by the platting of this property shall be guaranteed by the applicant. Before submission of a final plat, the applicant shall obtain a memo from the Flood Control Office stating that the lake and drainage systems have been reviewed and will be acceptable.
- D. Any raising or lowering, relocation or encasement of either the Phillips Petroleum or Cities Service pipe lines crossing this property, as a result of the required improvements associated with this plat, shall be at the sole expense of the applicant.
- E. The applicant shall establish a Homeowners Association which provides for the continued maintenance of the lakes and all other common open space. Said association agreement shall also contain a provision or clause which will assure that the governing body can, upon proper notice and hearing, cause necessary maintenance to be done to said areas and the cost thereof assessed to the benefiting properties in the event the Homeowners Association fails to do so.

- F. Sidewalks will be required on both sides of all streets except Maple.
- G. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- H. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

November 21, 1977

K. O. Taylor, Engineer
1542 South St. Francis
Wichita, Kansas 67211

Re: S/D 77-108 Sketch Plat off Rainbow Lakes West Third Addition, generally located on the east side of 135th Street West between Maple and Second Street

Dear Mr. Taylor:

We have completed our review of the above referred to sketch plat and we have several concerns about the plat in general, mainly having to do with sanitary sewer service to serve the area and several small items or corrections which we feel are needed on the design of the plat. In addition, the drainage system proposed needs to be discussed in further detail with the Flood Control Office before proceeding much further on the design of the plat. As you are aware, the latest proposals for extending sanitary sewer service to this area are now under discussion with Planning staff as well as other property owners in the vicinity. Since this plat is dependent upon sanitary sewer in order for it to be developed, we would advise you at this stage that a final plat should not be submitted on the subject property until the method of serving this property and others in the area with sanitary sewer has been satisfactorily resolved. Regarding the design of the plat, we note that there are several small fingers of open space coming out to the street rightsofway between isolated lots. In our opinion the plat should be redesigned to eliminate these narrow fingerlike open space corridors and also to have lots which join each other and not have instances of isolated and separate lots separated by the narrow open space areas. We have indicated our concerns on the "marked" copy of the sketch plat which we are including with this letter. The matter of drainage involves further discussions with the Flood Control Office as to what type of lake system is proposed to the open space network indicated on the plat. If dam structures are to be involved on the lakes then State permits will be required

K. O. Taylor
November 21, 1977
Page Two

for the lakes. We have also been advised by the Flood Control Office that as yet no permit from the State has been forthcoming on the existing lake to the northeast of the proposed plat. From our review we have the following conditions and comments to make:

1. An appropriate zone change from the existing R-1 zoning to the AA classification will be required as a condition of plat approval in order for the plat to be developed with the lot sizes as proposed.
2. The plat, as proposed, is an urban type plat and therefore, paved streets with curb and gutter, sanitary sewer and a public water supply will be required as conditions of plat approval.
3. Any lower or raising, re-location or encasement of either the Phillips Petroleum or Cities Service pipe lines crossing subject property, as a result of the required improvements associated with this plat, shall be at the sole expense of the applicant.
4. If the open space lake areas are to be retained and become a part of the final plat, as proposed in the sketch, the applicant shall submit a homeowners association and/or a set of restrictive covenants which shall provide for the improvement and continued maintenance of the lake areas and open space areas indicated on the plat.
5. The applicant shall guarantee any drainage improvements required as a condition of the plat approval.
6. Requirements for preliminary plat of the MAPC Subdivision Regulations.

These are all the comments that we have at this time concerning this sketch plat. We would, however, urge that serious consideration be given to redesigning of the sketch plat to eliminate the isolated lots and narrow open space areas and that a preliminary plat not be submitted until such time as the plans for serving this area with sanitary sewer are farther along and more firmed

K. O. Taylor
November 21, 1977
Page Three

up than at present. If you have any questions concerning this matter or if you would like to meet and discuss this plat in more detail, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:et

cc:

L. U. Bell, 360 North 135th St. West, Wichita, Kansas 67235

FORM 22-21

PAYMENT NOTICE
City of Wichita

Bldg.	Use of Str.	Code Bks	Copies
Elec	Elev. Insp.	Hse Moving	Lic.
Mech	Boiler Insp.	Pav. Cuts	Cert.
Pibg	Exam Fees	Sewer	Elev.
Signs	Plan Rev.	Cement	M.S.P.

DESCRIPTION 498⁰⁰ AMOUNT

NAME

ADDRESS

FUND 7113 DUE DATE 1-11-78

COMMENTS

DATE 1-11-78 BY

Map No.: 4648
Section No.: 24
Twp. No.: 27S
Range: 2W

S/D No. 77-108

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Rainbow Lakes West Third Add.

General Location: East side 135th St. West between Maple & Central

Name of Property Owner: L.V. Bell
Address: 360 North 135th St West (3S) Phone: 722-4176
Name of Subdivider: _____
Address: _____ Phone: _____
Name of Agent/Surveyor: K.O. Taylor
Address: 1542 S. St. Francis (11) Phone: 264-0341
Date of Application: 8-18-77

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 158.5 98⁺
2. Number of Lots:
 - Residential 234 140
 - Commercial _____
 - Industrial _____
 - Other _____
3. Minimum Lot Frontage 45 ft.
4. Minimum Lot Area 8020 ft.
5. Existing Zoning R-1
6. Proposed Zoning A-A
7. Lineal Feet of New Streets:
 - a. 50 R/W 3245 ft.
 - b. 64 R/W 9620 ft.
 - c. 70 R/W 6260 ft.
 - d. 75 R/W 525 ft.
 - e. 100 R/W 100 ft.
 - TOTAL 19750 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers Yes (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) No (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: L.V. Bell

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

Received by [Signature]
Date 8/18/77
Fee Submitted none

\$488⁰³
filed 1-16-78
with preliminary