

## LEAVENWORTH COUNTY PLANNING COMMISSION

Agenda for a Regular Meeting of 5:30 P.M., Wednesday, January 8, 2025  
County Courthouse - 300 Walnut Street - Leavenworth, Kansas 66048

[www.leavenworthcounty.gov](http://www.leavenworthcounty.gov)

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes**
5. **Secretary's Report**
6. **Declarations: (if necessary)**
  - A. Declarations of receipt of communications by Planning Commissioners
  - B. Disclosure of ex-parte communications for each hearing item
  - C. Declarations of abstention from specific agenda items by a Commissioner
7. **Approval of Agenda**
8. **Consent Agenda**

**A. Case DEV-24-046 Preliminary & Final Plat Milestone Ridge**

Consideration of a Preliminary and Final Plat (First Phase) for Part of the Southwest Quarter of Section 33, Township 10, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

**Also known as 00000 171<sup>st</sup> Street**

**PID: 158-33-0-00-00-036.00**

9. **Regular Agenda**

**A. Case DEV-24-125 Special Use Permit RJ Farm**

Consideration of a Special Use Permit request for an amusement park, commercial athletic fields, racetracks, circuses, carnivals and fairgrounds for outdoor events on the following described property: Lot 1 in Whispering Plains, a subdivision in Leavenworth County, Kansas, according to the recorded plat thereof, in Leavenworth County, Kansas.

**Also known as 00000 Cantrell Road**

**PID: 222-09-0-00-00-002.07**

**\*\*\*Public Hearing Required\*\*\***

**\*\*\*Public Comment limited to three minutes per person\*\*\***

**Adjournment of Planning Commission**

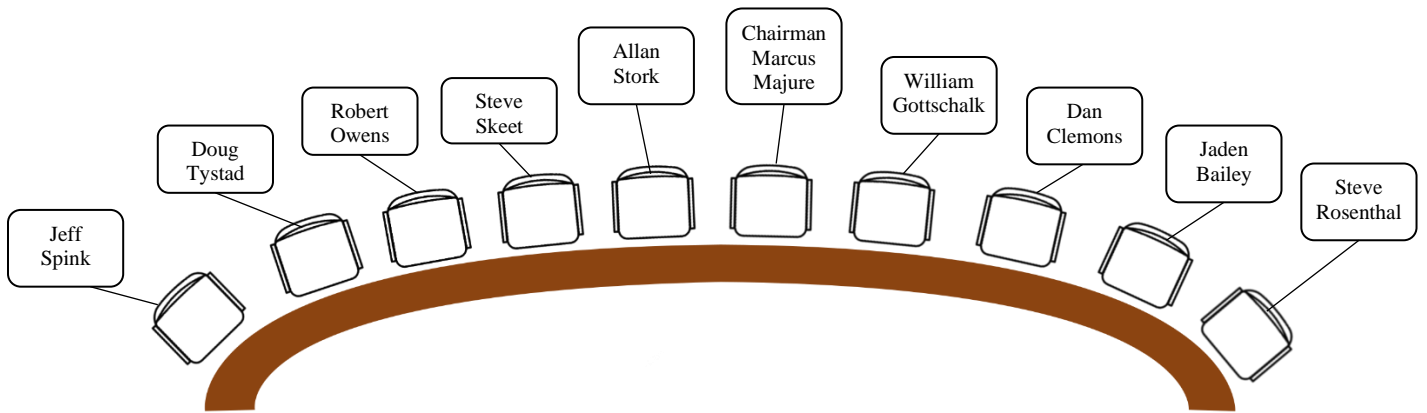
**Upcoming meeting dates:**

**Wednesday, February 12, 2025, 5:30 PM  
Regular Planning Commission Meeting**

**For More Information**

If you have any questions or need to make special arrangements for a meeting,  
please call or stop by the Planning and Zoning Department.  
Contact Dawn Chamberlain – 913-684-0465

Planning Commission Seating Chart 2025



**LEAVENWORTH COUNTY PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING  
December 11, 2024**

*The complete recorded meeting can be found on the County's YouTube channel.*

**The Planning Commission meeting was called to order at 5:30 p.m.**

**Pledge of Allegiance**

**Members present:** Allan Stork, William Gottschalk, Jeff Spink, Doug Tystad, Robert Owens, Chairman Marcus Majure, Steve Skeet, Dan Clemons, and Steve Rosenthal. (Absent: Jaden Bailey)

**Staff present:** John Jacobson-Director, Amy Allison-Deputy Director, Josh Schweitzer-Development Planner, Dawn Chamberlain-Planning Coordinator, Misty Brown-County Counselor

**Minutes:** Commissioner Stork made a motion to approve the minutes and Commissioner Tystad seconded that motion.

**ROLL CALL VOTE – Motion to the approve the minutes passed, 6/0 (Owens and Skeet abstain, 1 absent).**

**Secretary's Report:** Amy Allison outlined three items on the consent agenda, two exceptions and one public hearing on the regular agenda. Two items on the BZA agenda.

**Declarations:** Commissioner Stork declared his ownership of a plat on the Consent Agenda. He will abstain from voting on the Consent Agenda.

**Approval of Agenda:** Commissioner Clemons made a motion to approve the Agenda and Commissioner Gottschalk seconded the motion.

**ROLL CALL VOTE: Motion to approve the agenda passed. 7/0 (1 abstain).**

**Regular Agenda**

**A. Case DEV-24-135 Boundary Line Adjustment Exception - Lamb**

Consideration of a Boundary Line Adjustment Exception in the Northeast Quarter of Section 10, Township 12 South, Range 21, East of the 6th P.M., in Leavenworth County, Kansas.

**Also known as: 13963 206<sup>th</sup> Street**

**Secretary's Report:** Amy Allison outlined the Boundary Line Adjustment and Exception request. Applicant is requesting to adjust the boundary line to bring both parcels into compliance with zoning regulation of RR-2.5.

Commissioner Tystad motioned to approve the Exception Lot-depth to lot-width conformance with zoning regulations. Commissioner Skeet seconded.

**ROLL CALL VOTE: Motion to approve the request passed. 8/0 (1 absent).**

**B. Case DEV-24-145 Tract Split Exception - Owen**

Consideration of a Tract Split Exception in the Northwest Quarter of Section 16, Township 12 South, Range 21, East of the 6th P.M., in Leavenworth County, Kansas.

**Also known as: 21995 Loring Road**

**PID: 225-16-0-00-00-007.00**

**Secretary's Report:** Josh Schweitzer outlined the Exception request, a lot-depth to lot-width ratio of a property line. Applicant is requesting to split off a 5-acre tract for a family member to build a house. The tract of land in its current configuration is not compliance with regulations.

Commissioner Tystad motioned to approve the Exception Lot-depth to lot-width conformance with zoning regulations. Commissioner Skeet seconded.

**ROLL CALL VOTE: Motion to approve the request passed. 8/0 (1 absent).**

**C. Case DEV-24-134 Valenzuela/Altenhofen Rezone**

Consideration of a rezoning request from RR-5 zoning district to RR-2.5 zoning district on the following described property: Three tracts of land in the Northwest Quarter of Section 35, Township 11 south, Range 21 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas.

**Also known as: 20500, 20426 & 00000 Woodend Road**

**Secretary's Report:** Josh Schweitzer outlined the rezone request from RR-5 to RR-2.5. The property owner's request would bring them into compliance with the road frontage requirement in the RR-2.5 district. The Staff reviewed the Five Factors regarding this request.

Commission Tystad questioned access of the request. Josh Schweitzer explained that parcel has an existing entrance and will not need an additional entrance.

Chairman Majure opened the Public Hearing.

Surveyor Joe Herring outlined that the property owner does not intend to build a new structure on the property. Commissioner Tystad asked Mr. Herring if the structure (building) was in compliance. Amy Alison confirmed they have an active flood plain permit and that the structure is in compliance.

There were no further comments in favor or opposition of the request.

Chairman Majure closed the Public Hearing.

**County Counselor's Report:** Misty Brown reminded those in attendance that they need to articulate their reasons for approving or denying the request.

Commissioner Tystad motioned to approve the rezone based upon the compliance of Golden Factors. Commissioner Stork seconded.

**ROLL CALL VOTE: Motion to approve the request passed. 8/0 (1 absent).**

**Adjournment of Planning Commission at 5:50pm.**  
**Commissioners Owens and Clemons depart.**

**Board of Zoning Appeals**

**1. Roll Call**

**Members present:** Allan Stork, William Gottschalk, Jeff Spink, Doug Tystad, Chairman Marcus Majure, Steve Skeet, and Steve Rosenthal.

**2. Regular Agenda**

**A. Case DEV-24-144 Variance CityScope Road Frontage and Lot-Width to Lot-Depth**

Consideration of a Variance request from Article 5, Section 4 and Article 50, Section 40.3.i. of the Leavenworth County Zoning & Subdivision Regulations on the following described property: A tract of land in the Southwest Quarter of Section 11, Township 12, Range 22 East of the 6<sup>th</sup> p.m., in Leavenworth County, Kansas.

**Also known as: 15514 Loring Road**

**Secretary's Report:** Amy Allison outlined the variance request, and mentioned the property was split via deed recently. The property is not in compliance of the frontage requirement or lot-depth to lot-width regulation. Staff has provided an analysis of the zoning request. No major comments were received by

another department. Director John Jacobson addressed the Planning Commission stating the lot split was done prior to the current property owners owning the parcel.

Chairman Majure opened the Public Hearing portion of the meeting. Jeff Barker with CityScape outlined that the property has a non-repairable dilapidated structure and the property owner is seeking the variance for the purpose of taking the structure down and constructing a new home. No one spoke in favor nor opposition of the variance request.

Commissioner Tystad clarified the history, current zoning and the easement of the property. Deputy Director Amy Allison stated the property is over 2.5 acres, which is compliant. However, the frontage is currently not compliant.

Chairman Majure closed the Public Hearing portion of the meeting.

Commissioner Stork motioned to approve the request for a variance from Article 50, Section 40.3.i: Lot-width to lot-depth. Commissioner Tystad seconded.

**ROLL CALL VOTE: Motion to approve the request passed. 6/0.**

Commissioner Tystad motioned to approve the request for a variance from Article 5, Section 4: Lot Frontage based upon the Factors provided by the Planning Staff. Commissioner Skeet seconded.

**ROLL CALL VOTE: Motion to approve the request passed. 6/0.**

**B. Case DEV-24-146 Variance Thomas Farm Entrance Spacing**

Consideration of a Variance request from Article 41, Section 6, Exhibit B of the Leavenworth County Zoning & Subdivision Regulations on the following described property: Lot 3, Thomas Farm Subdivision, except the South 671.03 feet thereof, a subdivision in Leavenworth County, Kansas.

**Also known as: 00000 147<sup>th</sup> Street**

**Secretary's Report:** Amy Allison outlined the variance request, and mentioned the property was platted at the last meeting and the matter was approved. At that meeting, it was noted there would be a potential entrance spacing problem and a separate action would be required. The parcel is located on a high-volume County collector road with a spacing requirement of 300 feet. The parcel to the north currently has an existing entrance of 236 feet and does not meet the 300 feet spacing requirement. However, there is an under-road culvert that goes under the road and has output on that side of the road plus utilities that would limit the lot's ability to have an entrance at the 300 feet spacing requirement. Public Works reviewed access and did not raise concerns with this request. Staff has provided analysis of the Five Factors.

Commissioner Tystad asked for clarification of exactly where the proposed entrance would be added. Amy Allison clarified a more specific location. Commissioner Stork stated that the request is based primarily on drainage. John Jacobson replied that there are physical obstructions in multiple areas where the applicant could access their entrance points at the appropriate 300 feet range. And that is why Planning & Zoning has involved Public Works to determine the safest point to gain access.

Chairman Majure opened the Public Hearing portion of the meeting.

Applicant Cody Herbster outlined the drainage issues of the parcel in question. Cody thanked Staff for their time and spoke about how the drainage works on the parcel. Cody provided more details on that portion of 147<sup>th</sup> where the driveway is located. Cody added that the drainage is located at the bottom of that area and that they are not sharp hills. Cody measured the area to determine vehicular visibility as a driver. Cody determined that visibility driving southbound is reached at approximately 1,300 feet (or .25 mile). While driving northbound, visibility is reached closer to .28 or .29 mile (or 1,450 feet).

Matt Burnett, 16110 152<sup>nd</sup> Street, Bonner Springs, spoke in favor of the proposed driveway. Matt stated that he measured and drove as far as possible to the north while attempting not to get into the culvert. Matt offered photos for the Planning Commission to review. No one spoke in opposition of the proposed entrance.

Commissioner Stork motioned to approve the request for a variance from Article 41, Section 6, Exhibit B: Residential Entrance Spacing in accordance with all Factors provided. Commissioner Gottschalk seconded the motion.

**ROLL CALL VOTE: Motion to approve the request passed. 6/0.**

Commissioner Rosenthal motioned for adjournment and Commissioner Tystad seconded the motion. Motion passed 6/0.

**Adjournment of the Board of Zoning Appeals at 6:15pm.**

DRAFT

**LEAVENWORTH COUNTY  
PLANNING COMMISSION  
STAFF REPORT**

**CASE NO:** DEV-24-046 Milestone Ridge

January 8, 2025

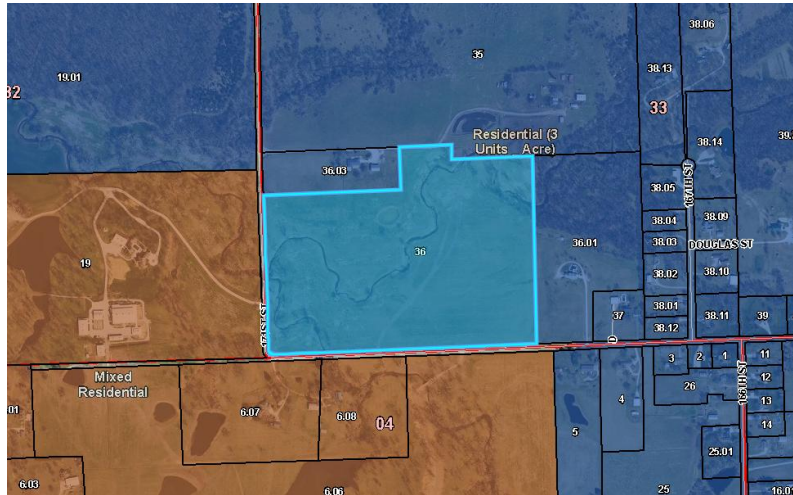
**REQUEST: *Consent Agenda***

Preliminary Plat                       Final Plat

**STAFF REPRESENTATIVE:**

Amy Allison  
Deputy Director

**SUBJECT PROPERTY:** 00000 171<sup>st</sup> Street



**APPLICANT/APPLICANT AGENT:**

Jake Hattock  
Schlagel

**PROPERTY OWNER:**

Steven M and Darla A Miles  
15603 State Ave  
Basehor, KS 66007

**CONCURRENT APPLICATIONS:**  
NONE

**LAND USE**

ZONING: R-1 (43)

FUTURE LAND USE DESIGNATION: Residential (3-units per acre)

SUBDIVISION: N/A

FLOODPLAIN: Zone A and X

**LEGAL DESCRIPTION:**

A tract of land in the Southwest Quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M., in Leavenworth County Kansas.

**STAFF RECOMMENDATION:** APPROVAL WITH CONDITIONS

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Recommend approval of Case No. DEV-24-046, Preliminary & Final Plat for Milestone Ridge to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-24-046, Preliminary & Final Plat for Milestone Ridge to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE:

53.59 ACRES

PARCEL ID NO:

158-33-0-00-00-036.00

BUILDINGS:

Vacant

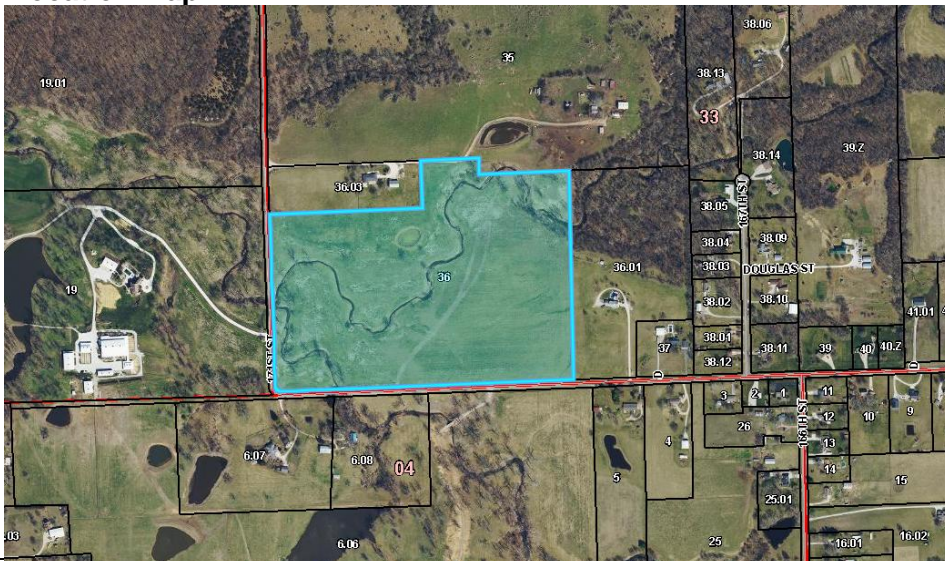
**PROJECT SUMMARY:**

Request for preliminary plat approval of Phase I and II of the Milestone Ridge subdivision and final plat approval of Phase I to subdivide property located at 00000 171<sup>st</sup> Street (PID: 158-33-0-00-00-036.00) as Lots 1 through 2 of Milestone Ridge 1<sup>st</sup> Plat.

ACCESS/STREET:

Parallel Rd – County Collector, PAVED ± 24’; 171<sup>st</sup> St – County Local, PAVED ± 24’;

**Location Map:**



**UTILITIES**

SEWER: PRIVATE SEPTIC SYSTEM

FIRE: Fairmount

WATER: Suburban Water

ELECTRIC: Evergy

**NOTICE & REVIEW:**

STAFF REVIEW:

12/20/2024

NEWSPAPER NOTIFICATION:

N/A

NOTICE TO SURROUNDING PROPERTY OWNERS:

N/A

| <b>STANDARDS TO BE CONSIDERED:</b>   |  |            |                |
|--|--|------------|----------------|
| <b>Leavenworth County Zoning and Subdivision Standards: Preliminary Review</b> |  | <b>Met</b> | <b>Not Met</b> |
| 35-40  | <b>Preliminary Plat Content</b>                                  | x          |                |
| 40-20  | <b>Final Plat Content</b>  | x          |                |
| 41-6   | <b>Access Management</b>   | x          |                |
| 41-6.B.a-c.  | <b>Entrance Spacing</b>  | x          |                |
| 41-6.C.  | <b>Public Road Access Management Standards</b>                   | x          |                |
| 43   | <b>Cross Access Easements</b>                                    | x          |                |
| 50-20  | <b>Utility Requirements</b>                                      |            |                |
| 50-30  | <b>Other Requirements</b>  | x          |                |
| 50-40  | <b>Minimum Design Standards</b>                                  | x          |                |
| 50-50  | <b>Sensitive Land Development</b>                                | n/a        |                |
| 50-60.   | <b>Dedication of Reservation of Public Sites and Open Spaces</b> | n/a        |                |

**STAFF COMMENTS:**

The applicant is proposing to divide a 54-acre parcel into a two-phase subdivision. The first phase is a Cross Access Easement subdivision for two-lots. The second phase is a 16-lot subdivision with a public roadway. The Subdivision is classified as a Class C with all lots lying within the Rural Growth Area of Leavenworth County. Staff is supportive of a waiver of the requirement to connect to a sanitary sewer system as sanitary sewers are not located within 660' of the subdivision (see condition 3). Phase I meets the requirements for both the Cross Access Easement and the R-1 (43) zoning district. Since phase I is only two lots, the applicant has submitted the Final Plat concurrently. Phase II also meets the requirements for the R-1(43) zoning district. The applicant will have to submit the Final Plat for Phase II separately. The proposal includes two tracts of land that will be owned and maintained by the Developer. Majority of the floodplain that runs through the property will be located on these tracts of land. System Improvements will be needed for water to be supplied from Suburban Water. Fairmount Fire District has requested that the cul-de-sac be built with a turning radius of 96 feet. Both comments have been placed as a condition approval.

**PROPOSED CONDITIONS:**

1. Building permits shall be required for any new construction.
2. Erosion control shall be used when designing and constructing driveways. A form of sediment control shall be installed before work begins and maintained throughout the time that the land disturbing activities are taking place. Re-vegetation of all disturbed sites shall be completed within 45 days after completion of final grading weather permitting.
3. A waiver for the use of private septic systems within this subdivision is granted with this approval.
4. At time of development, fire hydrants shall be required, if necessary infrastructure is available.
5. Milestone Ridge First Plat is hereby approved as a Cross Access Easement subdivision. The installation and maintenance of the private drive is the responsibility of the members of the Home Owners Association per the attached HOA agreement. Leavenworth County does not accept any liability or maintenance of the proposed private drive.



6. The developer must comply with the following memorandums:
  - a. Email – Mike Lingenfelter, Fairmount Fire District, dated May 16, 2024
  - b. Memo – Travis Miles, Suburban Water, dated May 31, 2024
  - c. Memo – Chuck Magaha, Emergency Management, dated July 10, 2024

**ATTACHMENTS:**

A: Application & Narrative

B: Zoning Maps

C: Memorandums

Fairmount  
Suburban  
Energy  
458  
52.80

**PRELIMINARY PLAT APPLICATION**  
Leavenworth County Planning and Zoning Department  
300 Walnut St., Suite 212  
Leavenworth, Kansas  
913-684-0465

\*elec - Energy  
\*Fairmount PD  
\*Suburban

Office Use Only  
Township: \_\_\_\_\_ Planning Commission Meeting Date: \_\_\_\_\_  
Case No. DEV-24- Date Received/Paid: 05-14-2024  
Zoning District R1(43) Comprehensive Plan Land Use Designation: Rural 3

| APPLICANT/AGENT INFORMATION                   | OWNER INFORMATION                         |
|---|---|
| NAME: <u>Jake Hattock, PE</u>                 | NAME: <u>Steven M. and Darla A. Miles</u> |
| MAILING ADDRESS: <u>14920 W 107th St</u>      | MAILING ADDRESS: <u>15603 State Ave</u>   |
| CITY/ST/ZIP: <u>Lenexa, KS 66215</u>          | CITY/ST/ZIP: <u>Basehor, KS 66007</u>     |
| PHONE: <u>913-492-5158</u>                    | PHONE: <u>913-724-1934</u>                |
| EMAIL: <u>comments@schlagelassociates.com</u> | EMAIL: <u>darlam@milesexcavating.com</u>  |

**GENERAL INFORMATION**

Proposed Subdivision Name: Milestone Ridge  
Address of Property: approximately Parallel and 171st Street  
PID: 1583300000036000 (Parcel R21729) Urban Growth Management Area: \_\_\_\_\_

| SUBDIVISION INFORMATION  |  |                         |
|--|--|-------------------------|
| Gross Acreage: 53.5893   | Number of Lots: 16   | Minimum Lot Size: 1 ac  |
| Maximum Lot Size:  | Proposed Zoning: R-1 (43)  | Density:                |
| Open Space Acreage: 18.9648 (Tract A)  | Water District: Suburban Water   | Proposed Sewage: Septic |
| Fire District: Fairmount Fire District   | Electric Provider: <u>Energy</u>   | Natural Gas Provider:   |
| Covenants: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   | Road Classification: <u>Local</u> - Collector - Arterial - State - Federal                           |                         |
|  | Cross-Access Easement Requested: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |                         |
| List of all Requested Exceptions:<br><i>Exceptions may be granted per Article 56 or as otherwise stated in the Zoning &amp; Subdivision Regulations.</i> | 1. Shared Drive-way Access   |                         |
|  | 2.   |                         |
|  | 3.   |                         |
|  | 4.   |                         |
|  | 5.   |                         |

Is any part of the site designated as Floodplain?  Yes  No if yes, what is the panel number: 20103C0238G Rev 7-16-2015

I, the undersigned, am the owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a final plat approval as indicated above.

Signature: Steven M. and Darla A. Miles Date: 5/13/24

**ATTACHMENT A**

RECEIVED

MAY 14 PAID

RECEIVED

MAY 14 PAID

**TRANSMITTAL**

DATE: May 14, 2024 PROJECT NO. 24-049

TO: **PLANNING**

COMPANY: LEAVENWORTH COUNTY PH NO.:

ADDRESS:

FROM: Jake Hattock, PE

COPY TO: FAX NO.:

NO. OF PAGES  
INCLUDING COVER:

PROJECT: MILESTONE RIDGE

**WE TRANSMIT**

|                                     |                 |
|-------------------------------------|-----------------|
| <input checked="" type="checkbox"/> | Drawings/Copies |
| <input type="checkbox"/>            | Specifications  |
| <input type="checkbox"/>            | Application     |
| <input type="checkbox"/>            | Digital Files   |
| <input type="checkbox"/>            | Other           |

**VIA**

|                                     |                      |
|-------------------------------------|----------------------|
| <input checked="" type="checkbox"/> | HAND DELIVERED BY JH |
| <input type="checkbox"/>            | Mail                 |
| <input type="checkbox"/>            | Fax/Email            |
| <input type="checkbox"/>            | Overnight Delivery   |
| <input type="checkbox"/>            | Hand Carried         |

**FOR**

|                          |                   |
|--------------------------|-------------------|
| <input type="checkbox"/> | Review / Approval |
| <input type="checkbox"/> | As requested      |
| <input type="checkbox"/> | Submittal         |

|                          |                       |
|--------------------------|-----------------------|
| <input type="checkbox"/> | Signature and Return  |
| <input type="checkbox"/> | Information / Records |
| <input type="checkbox"/> | Other                 |

Please find enclosed the following for the above-referenced project (note: digital copies were emailed earlier today):

Application for Preliminary Plat  
Stormwater Management Study  
Full size copy (24"x36") of the Preliminary Plat

Should you have any questions, please contact me. Thank you.

Jake Hattock, PE  
Principal / Sr. Project Engineer  
Direct 913-322-7155  
[JHattock@schlagelassociates.com](mailto:JHattock@schlagelassociates.com)

/mr  
Attachments

Entered in the transfer record in my office this  
30 day of Jan, 2019  
Janet Plaszewski  
County Clerk  
by B. Jones

**QUIT CLAIM DEED  
JOINT TENANCY**

Steve Miles and Darla Miles, husband and wife

QUIT CLAIMS TO:

Steve Miles and Darla Miles, husband and wife

as joint tenants with rights of survivorship and not as tenants in common, all of the following described REAL ESTATE in the County of Leavenworth, State of Kansas, to-wit:

Tract of land in the South Half of the Southwest Quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the Southwest Corner of said Southwest Quarter; thence North 01 degrees 39' 58" West for a distance of 1130.84 feet along the West line of said Southwest Quarter; thence North 87 degrees 40'19" East for a distance of 956.00 feet to a 1/2" Bar Cap LS-1296; thence North 01 degrees 39'58" West for a distance of 296.02 feet to the South line of a tract of land recorded in Deed Book 798 Page 1841; thence North 87 degrees 40'19" East for a distance of 364.00 feet along said deed line to a 1/2" Bar Cap LS-1296; thence South 01 degrees 39'58" East for a distance of 99.00 feet along said deed line to the South line of the North Half of said Southwest Quarter, said point being a 1/2" Bar Cap LS-1296; thence North 87 degrees 40'19" East for a distance of 561.66 feet along said deed line and South line to a 1/2" Bar Cap LS-1296; thence South 01 degrees 21'56" East for a distance of 1322.09 feet to the South line of said Southwest Quarter; thence South 87 degrees 29'34" West for a distance of 1874.80 feet along said South line to the true point of beginning. Said parcel identified as Tract A-1 according to Boundary Line Adjustment Survey by Herring Surveying, recorded May 10, 2018 as Document No. 2018S026.

Exemption #3

For the sum of one dollar and other good and valuable considerations. Subject to easements, restrictions, and reservations of record, if any.

Dated this 7<sup>th</sup> day of January, A.D. 2019  
2018

Steve Miles  
Steve Miles

Darla Miles  
Darla Miles

STATE OF KANSAS )  
COUNTY OF LEAVENWORTH ) S.S.:

BE IT REMEMBERED, That on this 7<sup>th</sup> day of January, A.D. 2019  
2018, before me the undersigned a notary public, in and for the County and State aforesaid, came Steve Miles and Darla Miles, husband and wife, who <sup>are</sup> personally known to me to be such persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

**CHERYL A. REYNOLDS**  
Notary Public - State of Kansas  
My Appt. Expires 1/8/2021

Cheryl A. Reynolds  
Notary Public

# CERTIFICATE OF SURVEY

Tracts of land in the Southwest Quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas.

## BOUNDARY LINE ADJUSTMENT

PREPARED FOR:

Steve & Darla Miles  
PO Box 458  
Bateson, KS 66007  
PID NO. 159-33-00-00-036

Jerrad & Tiffany Kinnison  
19800 171st Street  
Bateson, KS 66007  
PID NO. 159-33-00-00-036.03

11X  
Center of  
Section 33-10-22 (Level) Story

- 1/2" Bar Found
- 1) Nail in Top of Tree Stump NW 15.0'
  - 2) Nail in Top of Fence Post NNE 10.0'
  - 3) Nail in N Face of 18" Tree SE 6.8'
  - 4) Mag Nail in N Face 30" Tree E 15.1'

Doc. # 1618108  
TRACY B. HERRING  
REGISTERED SURVEYOR  
LEAVENWORTH COUNTY, KANSAS  
REGISTRATION CN  
05/12/12 2:31:24 PM  
KSC00101761.12.00  
PAGE 1

### SURVEYOR'S NOTE:

Intent of survey is to adjust the parcels that were as per previous survey. Intent of previous survey was to establish the property as per recorded deed Book 986 Page 1294. Said deed states that this property was recorded as Tract I & Tract II as well as shown as separate tracts as per recorded survey by R.E. Bacon Survey Book 5-B #70 dated 1971. Notes from said survey were also recovered during research. The deed did not close and had apparent typographical errors. Said survey and notes details and information did not match. Deeds and R.E. Bacon survey have more similarities when compared to the R.E. Bacon field notes. Deed of the Tract to the North stated the North half of the Southwest Quarter less a 99' x 1320' strip of land. This deed was held in the establishment of the surveyed property leaving the South Half of the Section including the 99' x 1320' strip and excepting out the Eastern 750' thereof. New descriptions are created as per this survey to resolve the previous deed issues.

### PARENT DESCRIPTIONS:

#### TRACT A:

Tract of land in the South Half of the Southwest Quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the Southwest Corner of said Southwest Quarter; thence North 01 degrees 39' 58" West for a distance of 1130.94 feet along the West line of said Southwest Quarter; thence North 87 degrees 40' 19" East for a distance of 808.50 feet to a 1/2" Bar Cap LS-1296; thence North 01 degrees 39' 58" West for a distance of 296.02 feet to the South line of a tract of land recorded in Deed Book 798 Page 1841; thence North 87 degrees 40' 19" East for a distance of 551.66 feet along said deed line to the South line of a tract of land recorded in Deed Book 798 Page 1841; thence North 01 degrees 39' 58" West for a distance of 808.50 feet along said deed line to a 1/2" Bar Cap LS-1296; thence South 01 degrees 39' 58" East for a distance of 99.00 feet along said deed line to the South line of the North Half of said Southwest Quarter, said point being a 1/2" Bar Cap LS-1296; thence North 87 degrees 40' 19" East for a distance of 551.66 feet along said deed line and South line to a 1/2" Bar Cap LS-1296; thence South 01 degrees 39' 58" East for a distance of 1322.09 feet to the South line of said Southwest Quarter; thence South 87 degrees 29' 34" West for a distance of 1874.80 feet along said South line to the true point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 54.5 acres, more or less, including road right of way. Error of Closure: 1 - 1202417

#### TRACT B:

Tract of land in the Southwest Quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Commencing at the Southwest Corner of said Southwest Quarter; thence North 01 degrees 39' 58" West for a distance of 1130.94 feet along the West line of said Southwest Quarter to the TRUE POINT OF BEGINNING; thence continuing North 01 degrees 39' 58" West for a distance 296.02 feet along the said West line to the South line of a tract of land recorded in Deed Book 798 Page 1841; thence North 87 degrees 40' 19" East for a distance of 808.50 feet along said deed line to a 1/2" Bar Cap LS-1296; thence South 01 degrees 39' 58" East for a distance of 296.02 feet to a 1/2" Bar Cap LS-1296; thence South 87 degrees 40' 19" West for a distance of 808.50 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 5.5 acres, more or less, including road right of way. Error of Closure: 1 - 2000000

### SURVEYOR'S DESCRIPTIONS:

#### TRACT A-1:

Tract of land in the South Half of the Southwest Quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the Southwest Corner of said Southwest Quarter; thence North 01 degrees 39' 58" West for a distance of 1130.94 feet along the West line of said Southwest Quarter; thence North 87 degrees 40' 19" East for a distance of 956.00 feet to a 1/2" Bar Cap LS-1296; thence North 01 degrees 39' 58" West for a distance of 296.02 feet to the South line of a tract of land recorded in Deed Book 798 Page 1841; thence North 87 degrees 40' 19" East for a distance of 364.00 feet along said deed line to a 1/2" Bar Cap LS-1296; thence South 01 degrees 39' 58" East for a distance of 99.00 feet along said deed line to the South line of the North Half of said Southwest Quarter, said point being a 1/2" Bar Cap LS-1296; thence North 87 degrees 40' 19" East for a distance of 551.66 feet along said deed line and South line to a 1/2" Bar Cap LS-1296; thence South 01 degrees 39' 58" East for a distance of 1322.09 feet to the South line of said Southwest Quarter; thence South 87 degrees 29' 34" West for a distance of 1874.80 feet along said South line to the true point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 53.6 acres, more or less, including road right of way. Error of Closure: 1 - 1202417

#### TRACT B-1:

Tract of land in the Southwest Quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Commencing at the Southwest Corner of said Southwest Quarter; thence North 01 degrees 39' 58" West for a distance of 1130.94 feet along the West line of said Southwest Quarter to the TRUE POINT OF BEGINNING; thence continuing North 01 degrees 39' 58" West for a distance 296.02 feet along the said West line to the South line of a tract of land recorded in Deed Book 798 Page 1841; thence North 87 degrees 40' 19" East for a distance of 956.00 feet along said deed line; thence South 01 degrees 39' 58" East for a distance of 296.02 feet to a 1/2" Bar Cap LS-1296; thence South 87 degrees 40' 19" West for a distance of 956.00 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 5.5 acres, more or less, including road right of way. Error of Closure: 1 - 2000000

### TRANSFER AREA:

Tract of land in the Southwest Quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M., Leavenworth County, Kansas, more fully described as follows: Commencing at the Southwest Corner of said Southwest Quarter; thence North 01 degrees 39' 58" West for a distance of 1130.94 feet along the West line of said Southwest Quarter; thence North 87 degrees 40' 19" East for a distance of 808.50 feet to the TRUE POINT OF BEGINNING; thence North 01 degrees 39' 58" West for a distance of 296.02 feet to the South line of a tract of land recorded in Deed Book 798 Page 1841; thence North 87 degrees 40' 19" East for a distance of 147.50 feet along said deed line; thence South 01 degrees 39' 58" East for a distance of 296.02 feet to a 1/2" Bar Cap LS-1296; thence South 87 degrees 40' 19" West for a distance of 147.50 feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 1.0 acres, more or less, including road right of way. Error of Closure: 1 - 2000000

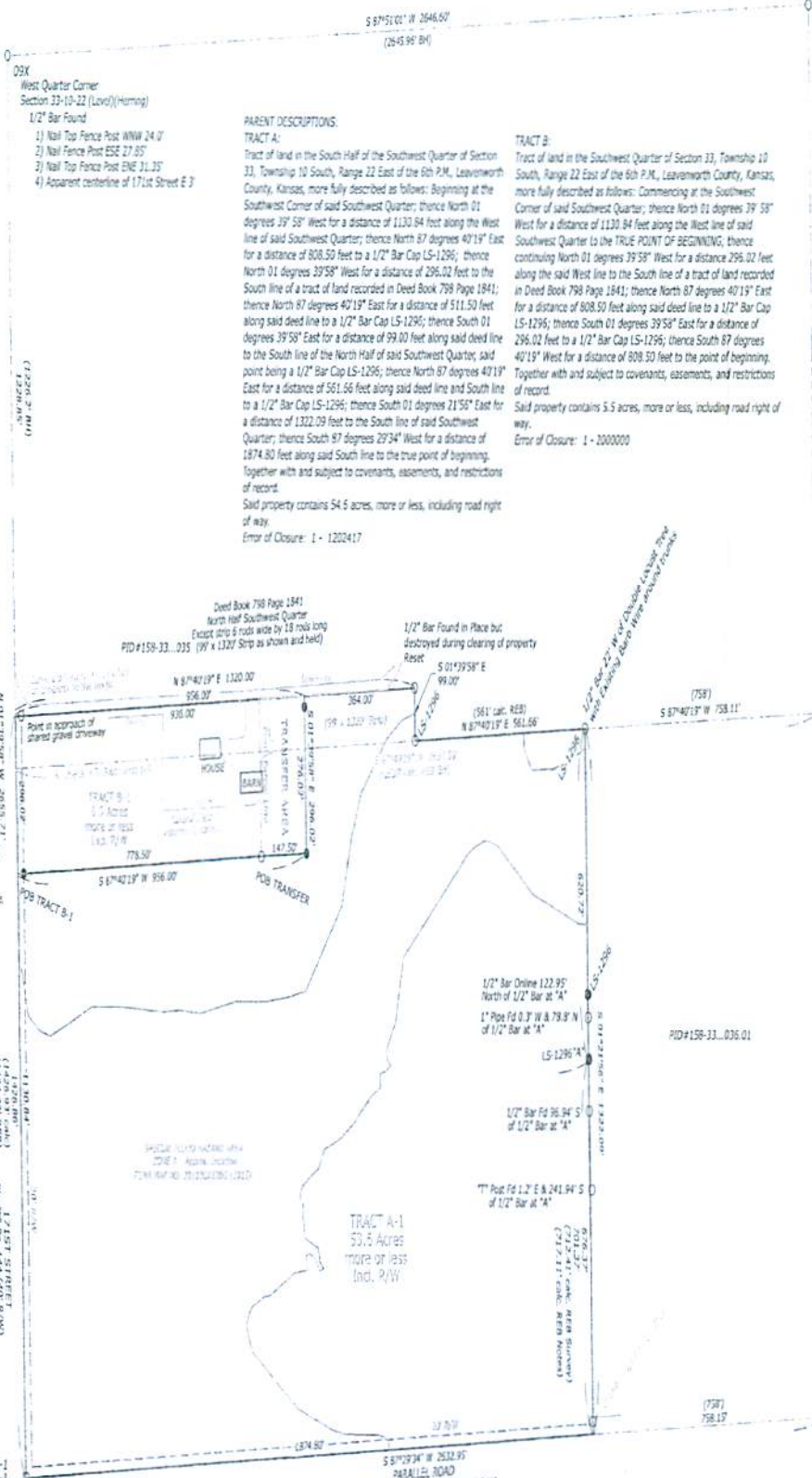
- 1) This survey does not show ownership or easements.
- 2) All distances are calculated from measurements or measured this survey, unless otherwise noted.
- 3) All record and measured distances are the same, unless otherwise noted.
- 4) Error of Closure - See Surveyor's Description
- 5) Basis of Bearing - KS State Plane North Zone 1501
- 6) Point Origin Unknown, unless otherwise noted.
- 7) Referenced Surveys -  
(B1) - B-Hemple Survey Book "H" Page 97 dated 1949  
(R18) - R.E. Bacon Survey Book 5-B #70 dated 1971  
Notes dated February 26, 1971  
(JAH) - J.A. Herring Survey of MILES RANCH - recorded plat  
(JAH) - J.A. Herring survey Doc No. 20145011 & 20155015
- 8) Road Records - as shown hereon
- 9) Referenced Deed Doc. # 2014902190 & # 2016907699
- 10) Survey prepared without the benefit of a title commitment.
- 11) Survey Lines do not necessarily denote property lines.
- 12) Structures are shown in approximate location.
- 13) Utilities, if shown, are visible and above ground, except as noted. Easements may or may not exist.
- 14) Property is located in a Special Flood Hazard Area Zone A per FEMA FIRM Map 2010C0238G - 2015.

11Z  
South Quarter Corner  
Section 33-10-22 (Level) (Stick)

- 5/8" Bar 1.7' below grade
- 1) Apparent centerline Parallel Road 5 1/2' ±
  - 2) 50# Nail in NW Face Fence Post SW 45.2'
  - 3) Double 60# Nails in NE Face Power Pole NWW 51.35'
  - 4) Step Spike in NE Face Power Pole SW 47.5'
  - 5) Mag Nail Top Fence Corner Post SE 65.9'

I hereby certify that this survey was made by me, or under my direct supervision, on the ground during the month of April 2018 and this map or plat is correct to the best of my knowledge.

Joseph A. Herring  
PS # 1296



- ### LEGEND:
- - 1/2" Bar Set with Cap No. 1296
  - - 1/2" Bar Found, unless otherwise noted
  - ( ) - Record / Deeded Distance
  - POB - Point of Beginning
  - POC - Point of Commencing

**CERTIFICATION BY COUNTY STAFF**  
This Boundary Line Adjustment, as described and shown above, has been submitted to and approved by the following County Staff persons this 10th day of May, 2018.

Planning Director: *Steve Miles*  
Sally Kossuth



114-019-18  
December 7, 2014 Rev 4/25/18

LIBERRING SURVEYING COMPANY  
18.5 North 5th Street, Leaw, KS 66048  
Ph: 781.861.3658 Fax: 413.487.7058  
Email: survey@liberring.com



COUNTY SURVEYOR  
I hereby certify that this document has been reviewed by me and is a true and correct copy of the original.

*Wayne Mitchell*  
Wayne Mitchell, KS



OWNER AUTHORIZATION

I/WE Steven M. and Darla A. Miles, hereby referred to as the

“Undersigned”, being of lawful age, do hereby on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, make the following statements, to wit:

1. I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property

See Attachment “A” attached hereto and incorporated herein by reference.

2. I/We the undersigned, have previously authorized and hereby authorize JAKE HATTOCK, PE of SCHLAGEL & ASSOCIATES, P.A. (Hereinafter referred to as “Applicant”), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, \_\_\_\_\_ approx location 175th St and Parallel (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.

3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the “County”), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter “claims”), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.

4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

Steven M. Miles Darla A. Miles  
Owner Owner

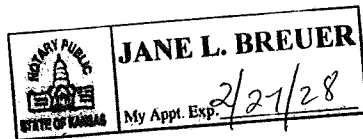
STATE OF KANSAS  
COUNTY OF LEAVENWORTH

The foregoing instrument was acknowledged before me on this 13<sup>th</sup> day of May, 2024,  
by Jane L. Breuer

My Commission Expires:  
2/27/28

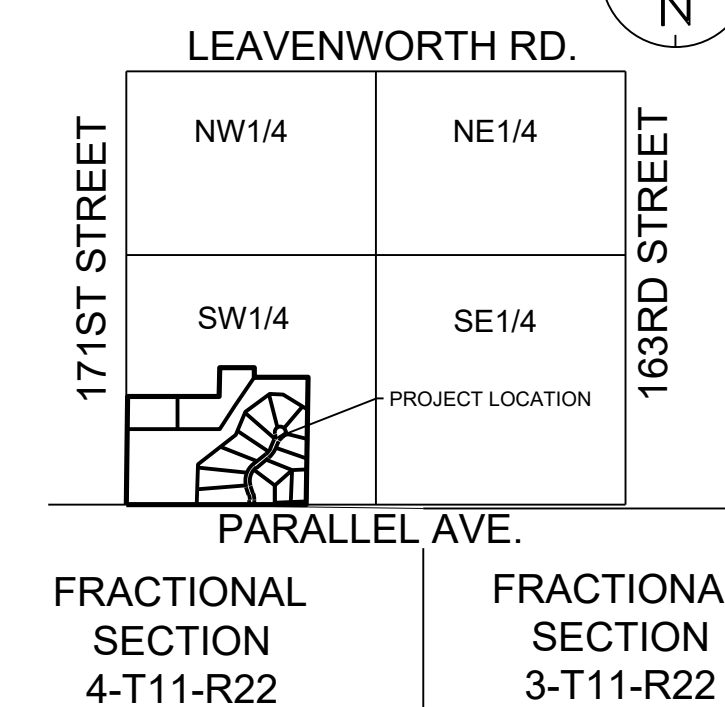
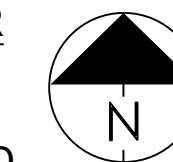
Jane L. Breuer  
Notary Public

ATTACHMENT B



# PRELIMINARY PLAT OF MILESTONE RIDGE FIRST AND SECOND PLAT PART OF THE SW 1/4 OF SEC. 33-10T-22R, IN LEAVENWORTH COUNTY, KANSAS

**LOCATION MAP**  
SECTION 33-10T-22R  
SCALE 1" = 2000'



FRACTIONAL SECTION 4-T11-R22

FRACTIONAL SECTION 3-T11-R22

PARENT TRACT PARCEL #  
158330000036000

**NOTES:**

1. All features and utilities shown hereon are existing and there are new streets, alleys, pedestrian ways and grounds proposed to be dedicated for parks, schools, or any public or semi-public use.
2. Basis of bearings is the Kansas State Plane Coordinate System (NAD) 83, Kansas North Zone.
3. A portion of this property lies within Flood Zone A. (No Base Flood Elevations determined). Shown hereon, provided by Leavenworth County GIS and verified with FIRM MAP NO. 20103C0238G, REVISED 7-16-2015, REVISED 7-16-2015. The remainder of this Property lies within Flood Zone X, (areas determined to be outside the 0.2% annual chance floodplain).
4. This Survey has been prepared with the benefit of Owners and Encumbrance Report. Provided by Lawyers Title of Kansas, Inc. Case No: 47807. Easements shown have been taken from this report.
5. Reference surveys: Survey filed May 10, 2018, recorded in Document No. 20185026.
6. Deed Reference: DOC #2019R00626 and #2014R02190.
7. The Error of Closure noted for the Plat is 1 : 10194920.06
8. ZONING: R1 (43), Rural Residential, 1 acre parcels (Existing and Proposed).
9. Proposed use - Residential / Current use - Agricultural
10. Utilities: Water - Suburban, Electric - Overhead, Sewer - Septic.
11. All sanitary sewer service will be provided by septic tank and lateral systems. Depending upon soil conditions, an engineered septic system may be required.
12. Septic Systems shall comply with the Leavenworth County Zoning and Subdivision Regulations.
13. Approval of the Subdivision does not warranty new access to such lots. An approved county driveway permit is required for any new access of off County public roadways.
14. Fences lines do not necessarily indicate property lines.
15. Lots 7 - 16 contain FEMA Zone A Floodplain. Any building to be constructed in or near the special flood hazard shall provide an elevation certificate to be approved by Leavenworth County, prior to the issuance of building permit along with any other applicable Federal, State or Local permit.
16. Prepared for Steven M. & Darla A. Miles
17. MLOs are set 2' above BFE map elevations provided Nov. 17th, 2024 by Kansas DWR, with effective date of July 16th, 2015.

**DESCRIPTION:**

A Tract of land in the Southwest One-Quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M. in Leavenworth County, Kansas being more particularly described as follows:  
Beginning at the Southwest corner of the Southwest One-Quarter of said Section 33; thence along the West line of said Southwest One-Quarter, North 01 degrees 39 minutes 58 seconds West, a distance of 1130.84 feet; thence North 87 degrees 40 minutes 19 seconds East, a distance of 956.00 feet; thence North 01 degrees 39 minutes 58 seconds East, a distance of 364.00 feet; thence South 01 degrees 39 minutes 58 seconds East, a distance of 99.00 feet to a point on the North line of the of the South One-Half of said Southwest One-Quarter; thence along said North line, North 87 degrees 40 minutes 19 seconds East, a distance of 561.66 feet; thence South 01 degrees 21 minutes 56 seconds East, a distance of 1322.09 feet to a point on the South line of said Southwest One-Quarter; thence along said South line, South 87 degrees 29 minutes 34 seconds West, a distance of 1874.80 feet to the Point of Beginning, and containing 53.6268 acres, more or less.

**CERTIFICATION AND DEDICATION:**

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: "MILESTONE RIDGE"

Easements or licenses to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water lines, gas lines, sewer pipes, poles, wires, drainage facilities, ducts, cables and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easements" or (U/E) are hereby granted to Leavenworth County, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easements for and said purposes.

Streets shown on the accompanying plat and not heretofore dedicated for public use are hereby so dedicated by easement.

Building Lines or Setback Lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the Road Right of way line.

An easement to enter and exit under or over the area outlined and designated on this plat as "Cross Access Easement" or "C.A.E.", is hereby granted over Lot 1 for the benefit of Lot 2 for said purposes. Maintenance is to be shared between the owners of said Lots 1 and 2. Home Owner's Association (H.O.A.) recorded at the Leavenworth County Register of Deeds Office Doc # \_\_\_\_\_

Leavenworth County shall bear no responsibility for any maintenance and upkeep of the cross access easement, drive and drive appurtenances.

**RESTRICTIONS:**

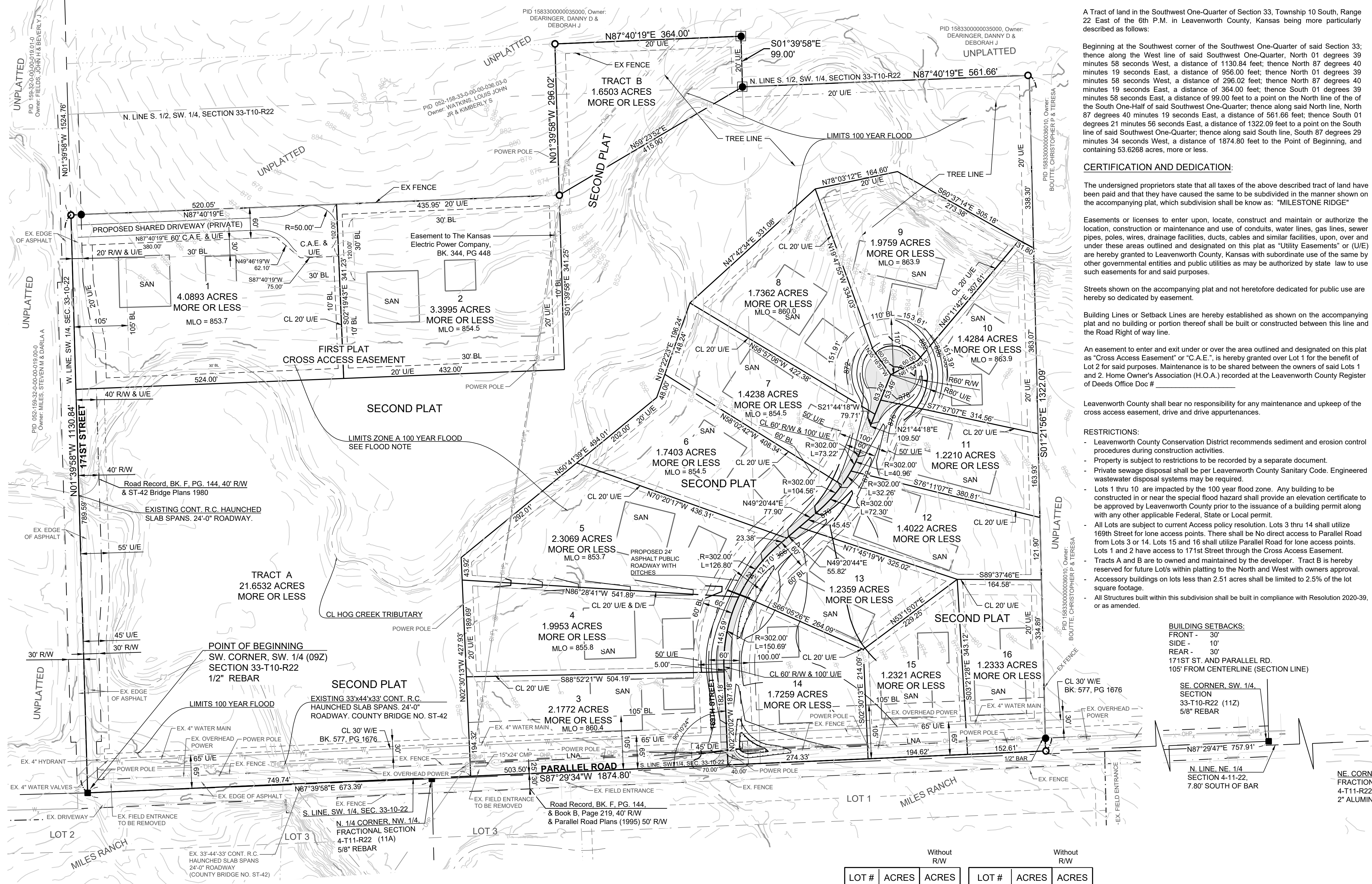
- Leavenworth County Conservation District recommends sediment and erosion control procedures during construction activities.
- Property is subject to restrictions to be recorded by a separate document.
- Private sewage disposal shall be per Leavenworth County Sanitary Code. Engineered wastewater disposal systems may be required.
- Lots 1 thru 10 are impacted by the 100 year flood zone. Any building to be constructed in or near the special flood hazard shall provide an elevation certificate to be approved by Leavenworth County prior to the issuance of a building permit along with any other applicable Federal, State or Local permit.
- All Lots are subject to current Access policy resolution. Lots 3 thru 14 shall utilize 169th Street for lone access points. There shall be No direct access to Parallel Road from Lots 3 or 14. Lots 15 and 16 shall utilize Parallel Road for lone access points. Lots 1 and 2 have access to 171st Street through the Cross Access Easement.
- Tracts A and B are to be owned and maintained by the developer. Tract B is hereby reserved for future Lots within platting to the North and West with owners approval.
- Accessory buildings on lots less than 2.51 acres shall be limited to 2.5% of the lot square footage.
- All Structures built within this subdivision shall be built in compliance with Resolution 2020-39, or as amended.

**BUILDING SETBACKS:**  
FRONT - 30'  
SIDE - 10'  
REAR - 30'  
171ST ST. AND PARALLEL RD.  
105' FROM CENTERLINE (SECTION LINE)

**SE CORNER SW 1/4 SECTION 33-10-R22 (11Z) 5/8" REBAR**

**N. LINE NE 1/4 SECTION 4-11-22, 7.80' SOUTH OF BAR**

**NE CORNER NE 1/4 FRACTIONAL SECTION 4-T11-R22 (13A) 2" ALUMINUM CAP**



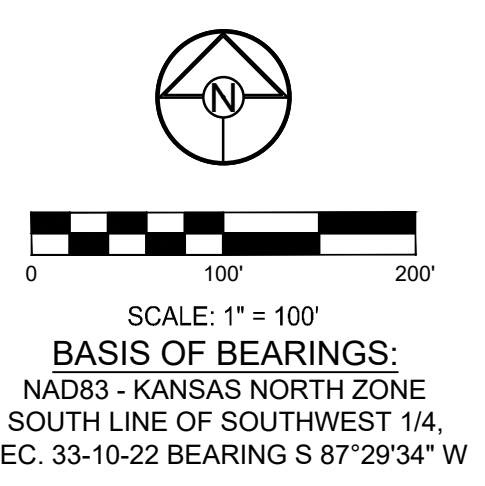
| LOT # | Without R/W |       | Without R/W |       |
|-------|-------------|-------|-------------|-------|
|       | ACRES       | ACRES | LOT #       | ACRES |
| 1     | 4.09        | 3.86  | 10          | 1.43  |
| 2     | 3.40        | 3.40  | 11          | 1.22  |
| 3     | 2.18        | 1.78  | 12          | 1.40  |
| 4     | 2.00        | 1.89  | 13          | 1.24  |
| 5     | 2.31        | 2.20  | 14          | 1.73  |
| 6     | 1.74        | 1.63  | 15          | 1.23  |
| 7     | 1.42        | 1.32  | 16          | 1.23  |
| 8     | 1.74        | 1.63  | TRACT A     | 21.65 |
| 9     | 1.98        | 1.91  | TRACT B     | 1.65  |

**AREAS SHOWN ON LOTS INCLUDE R/W**  
FIRST PLAT: LOTS 1 thru 2 7.4888 acres  
SECOND PLAT: LOTS 3 thru 16 46.1380 acres  
TOTAL: 16 LOTS 53.6268 acres

THIS PRELIMINARY PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED IN MARCH OF 2024. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. PREPARED BY: AARON T. REUTER

**LEAVENWORTH COUNTY BENCHMARK:**  
CONTROL POINT: LVCO-0311  
MONUMENT DESCRIPTION: ALUMINUM KDOT CAP STAMPED "HCP LV 311" IN MASS OF CONCRETE FLUSH WITH THE GROUND.

- LEGEND:**
- EXISTING LOT AND PROPERTY LINES
  - EXISTING PLAT AND R/W LINES
  - BL - BUILDING LINE
  - U/E - UTILITY EASEMENT
  - R/W - RIGHT-OF-WAY
  - SAN - SANITARY LEACH AREA
  - FOUND MONUMENT AS NOTED
  - FOUND 1/2" REBAR WITH KSL'S 1296 CAP UNLESS OTHERWISE NOTED
  - FOUND 1/2" REBAR PLACED CONCRETE UNLESS OTHERWISE NOTED
  - SET 1/2" REBAR W/L-S-54 CAP UNLESS OTHERWISE NOTED



PROPERTY OWNER:  
STEVEN M. & DARLA A. MILES,  
PO BOX 458 BASEHOR, KS  
66007-0458

**SCHLAGEL**  
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS  
14520 West 107th Street • Lenexa, Kansas 66215  
Ph: (913) 492-5158 • Fax: (913) 492-8400 • WWW.SCHLAGELASSOCIATES.COM  
Kansas State Certificates of Authority #E-296 #LA-29 #LS-54

DATE 5/22/2024  
DRAWN BY JWT  
CHECKED BY SCH  
PROJ. NO. 24-049  
PRELIMINARY PLAT OF MILESTONE RIDGE  
SHEET NO. 1

# FINAL PLAT OF MILESTONE RIDGE, FIRST PLAT CROSS ACCESS EASEMENT OF PART OF LOT 1 IN THE SW 1/4 OF SEC. 33-10T-22R, IN LEAVENWORTH COUNTY, KANSAS

**DESCRIPTION:**

A Tract of land in the Southwest One-Quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M. in Leavenworth County, Kansas, described by Aaron T. Reuter, Kansas PS-1429, of Schlagel, Kansas LS-54, on September 24, 2024, as follows:

Commencing at the Southwest corner of said Southwest One-Quarter; thence along the West line of said Southwest One-Quarter, North 01 degrees 39 minutes 58 seconds West, a distance of 789.59 feet to the Point of Beginning; thence continuing along said West line, North 01 degrees 39 minutes 58 seconds West, a distance of 341.25 feet; thence North 87 degrees 40 minutes 19 seconds East, a distance of 956.00 feet; thence South 01 degrees 39 minutes 58 seconds East, a distance of 341.25 feet; thence South 87 degrees 40 minutes 19 seconds West, a distance of 956.00 feet to the Point of Beginning, and containing 7.4888 acres, more or less.

**CERTIFICATION AND DEDICATION:**

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: "MILESTONE RIDGE, FIRST PLAT"

Easements or licenses to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water lines, gas lines, sewer pipes, poles, wires, drainage facilities, ducts, cables and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easements" or (U/E) are hereby granted to Leavenworth County, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easements for and said purposes.

An easement to enter and exit under or over the area outlined and designated on this plat as "Cross Access Easement" or "C.A.E.", is hereby granted over Lot 1 for the benefit of Lot 2 for said purposes. Maintenance is to be shared between the owners of said Lots 1 and 2. Home Owner's Association (H.O.A.) recorded at the Leavenworth County Register of Deeds Office Doc # \_\_\_\_\_

Leavenworth County shall bear no responsibility for any maintenance and upkeep of the cross access easement, drive and drive appurtenances.

Right of way shown hereon is from Road Record BK. F, PG. 144 and ST-42 Bridge Plans 1980. No new right of way being dedicated with this plat.

Building Lines or Setback Lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the Road Right of way line.

**RESTRICTIONS:**

- Leavenworth County Conservation District recommends sediment and erosion control procedures during construction activities.
- Property is subject to restrictions to be recorded by a separate document.
- Private sewage disposal shall be per Leavenworth County Sanitary Code. Engineered wastewater disposal systems may be required.
- Lots 1 and 2 are impacted by the 100 year flood zone. Any building to be constructed in or near the special flood hazard shall provide an elevation certificate to be approved by Leavenworth County prior to the issuance of a building permit along with any other applicable Federal, State or Local permit.
- All Lots are subject to current Access policy resolution. Lots 1 and 2 only have access to 171st Street through the Cross Access Easement.
- Accessory buildings on lots less than 2.51 acres shall be limited to 2.5% of the lot square footage.
- All Structures built within this subdivision shall be built in compliance with Resolution 2020-39, or as amended.

**NOTES:**

1. ZONING: R1 (43), Rural Residential, 1 acre parcels (Existing and Proposed).
2. Proposed use - Residential / Current use - Agricultural
3. Utilities: Water - Suburban, Electric - Evergy, Sewer - Septic.
4. MLOs are set 2' above BFE map elevations provided Nov. 17th, 2024 by Kansas DWR, with effective date of July 16th, 2015.

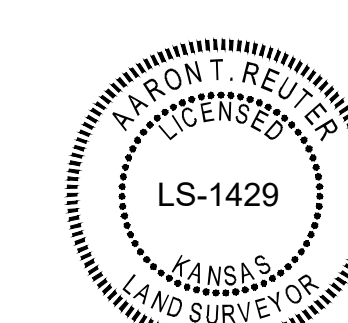
**SURVEYORS NOTES:**

1. Basis of bearings is the Kansas State Plane Coordinate System (NAD 83, Kansas North Zone).
2. A portion of this property lies within Flood Zone A, (No Base Flood Elevations determined), Shown hereon, provided by Leavenworth County GIS and verified with FIRM MAP NO. 20103C0238G, REVISED 7-16-2015. The remainder of this Property lies within Flood Zone X, (areas determined to be outside the 0.2% annual chance floodplain).
3. This Survey has been prepared with the benefit of Owners and Encumbrance Report by Lawyers Title of Kansas, Inc., Case Number 47807, Dated 06/25/2024 at 7:00 am. Easements shown have been taken from this report.
4. Easement to The Kansas Electric Power Company, BK 344, PG 448 does not have a defined width.
5. Reference surveys: Survey filed May 10, 2018, recorded in Document No. 2018S026.
6. Legal Reference: Owners and Encumbrance Report by Lawyers Title of Kansas, Inc., Case Number 47807, Dated 06/25/2024 at 7:00 am.
7. The Error of Closure noted for the Plat is 1 : 2594500000.00
8. A minimum of 2 feet long 1/2" rebar with LS-54 caps, are to be set at all lot corners (front and rear, except those already set as plat corners).

**LEAVENWORTH COUNTY BENCHMARK:**  
CONTROL POINT: LV00-0311  
MONUMENT DESCRIPTION:  
ALUMINUM KDOT CAP STAMPED "HCP LV 311" IN MASS OF CONCRETE FLUSH WITH THE GROUND.

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED IN MARCH OF 2024. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PROPERTY OWNER:  
STEVEN M. & DARLA A. MILES,  
PO BOX 458 BASEHOR, KS  
66007-0458

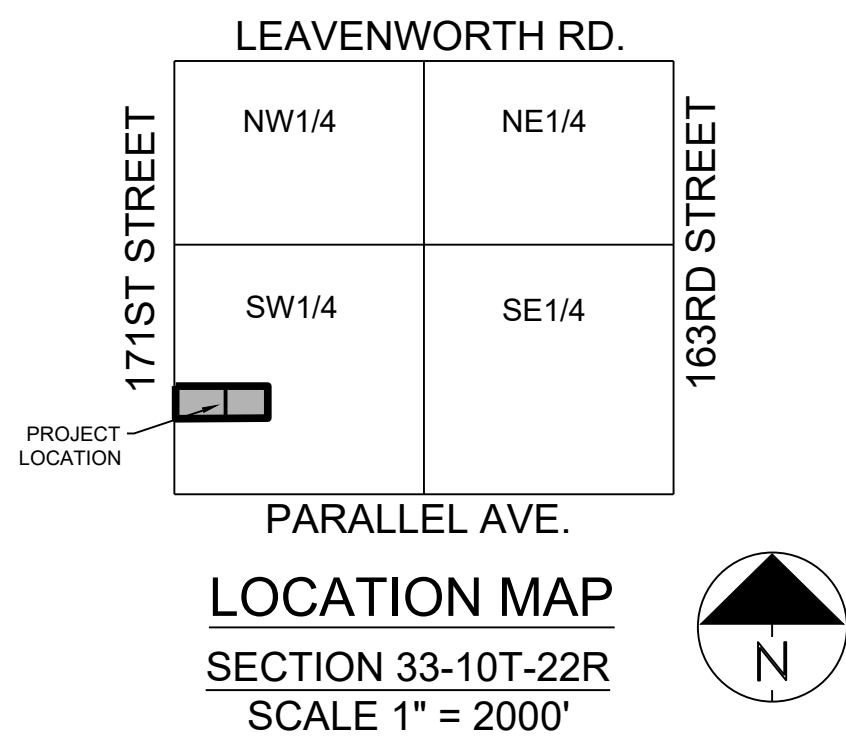


Aaron T. Reuter - Land Surveyor  
KS# LS-1429

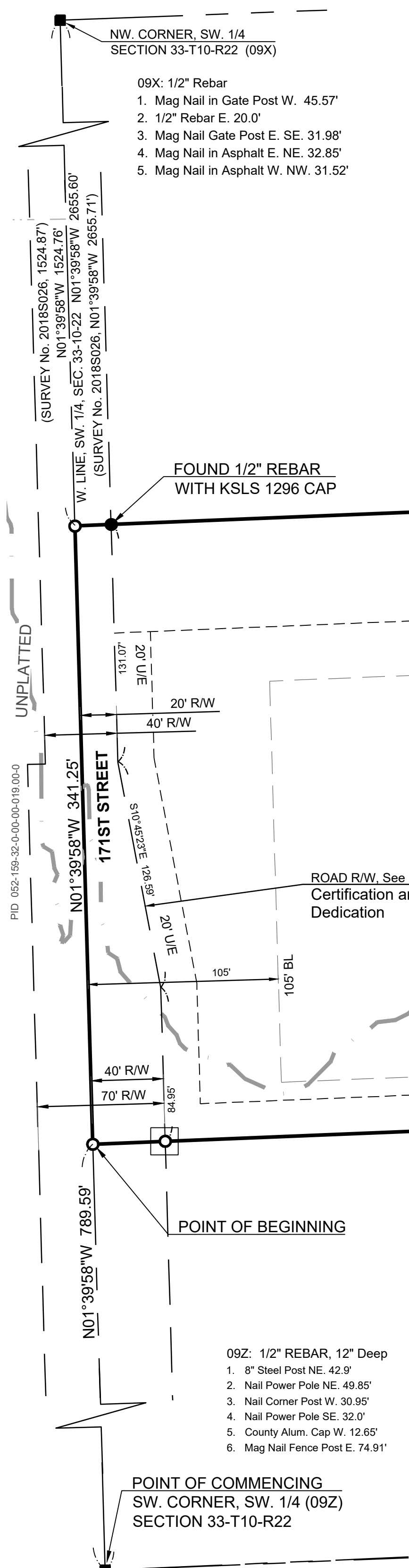
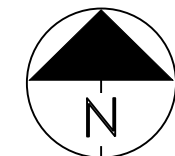


**SCHLAGEL**  
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14520 West 107th Street • Lenexa, Kansas 66215  
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Kansas State Certificates of Authority  
#E-296 #LA-29 #LS-54

|                  |  |
|------------------|--|
| DATE 11/07/2024  | FINAL PLAT OF<br>MILESTONE RIDGE<br>FIRST PLAT |
| DRAWN BY JWT     | SHEET NO. 1                                    |
| CHECKED BY SCH   |  |
| PROJ. NO. 24-049 |  |



**LOCATION MAP**  
SECTION 33-10T-22R  
SCALE 1" = 2000'



**09X: 1/2" Rebar**  
1. Mag Nail in Gate Post W. 45.57'  
2. 1/2" Rebar E. 20.0'  
3. Mag Nail Gate Post E. SE. 31.98'  
4. Mag Nail in Asphalt E. NE. 32.85'  
5. Mag Nail in Asphalt W. NW. 31.52'

**09Z: 1/2" REBAR, 12" Deep**  
1. 8" Steel Post NE. 42.9'  
2. Nail Power Pole NE. 49.85'  
3. Nail Corner Post W. 30.95'  
4. Nail Power Pole SE. 32.0'  
5. County Alum. Cap W. 12.65'  
6. Mag Nail Fence Post E. 74.91'

**FOUND 1/2" REBAR WITH KSLs 1296 CAP**

**FOUND 1/2" REBAR WITH KSLs 1296 CAP**

**POINT OF BEGINNING**

**POINT OF COMMENCING SW. CORNER, SW. 1/4 (09Z) SECTION 33-T10-R22**

**LEGEND:**  
- - - - - EXISTING LOT AND PROPERTY LINES  
- - - - - EXISTING PLAT AND RW LINES  
BL - BUILDING LINE  
PID - PARCEL IDENTIFICATION NO.  
U/E - UTILITY EASEMENT  
R/W - RIGHT-OF-WAY  
C.A.E. - CROSS ACCESS EASEMENT  
PLAT CORNERS (CONTROLLING CORNERS OF SUBDIVISION)  
■ FOUND MONUMENT AS NOTED  
○ SET 1/2" REBAR W/LS-54 CAP IN CONCRETE UNLESS OTHERWISE NOTED  
○ SET 1/2" REBAR W/LS-54 CAP

**BASIS OF BEARINGS:**  
NAD83 - KANSAS NORTH ZONE  
WEST LINE OF SOUTHWEST 1/4,  
SEC. 33-10-22 BEARING N 01°39'58" W

**SCALE: 1" = 50'**

**ACKNOWLEDGMENT:**

IN TESTIMONY WHEREOF, the undersigned proprietors have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

STEVEN M. MILES \_\_\_\_\_ DARLA A. MILES \_\_\_\_\_

STATE OF KANSAS )  
COUNTY OF \_\_\_\_\_ ) ss.

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_

Notary Public \_\_\_\_\_ My Appointment Expires \_\_\_\_\_



DECLARATION  
OF  
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
Milestone Ridge Plat 1, Lots 1 & 2  
A SUBDIVISION IN  
THE COUNTY of  
LEAVENWORTH KANSAS

**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF**

**MILESTONE RIDGE**

This declaration of easements, covenants, conditions and restrictions is made on the \_\_\_\_\_,  
by **Milestone Ridge Plat 1 LLC** a ("Developer").

RECITALS:

- A. Developer is the owner of that certain real property located in Milestone Ridge Plat 1, a subdivision in the County of \_\_\_\_\_, Leavenworth Kansas, according to the Plat thereof (the "Initial Plat") recorded on \_\_\_\_\_, Document# \_\_\_\_\_ in the office of the Register of Deeds for Leavenworth County, Kansas provided as Exhibit A.
- B. For the purpose of promoting the development of the "Addition" (as defined in Section 1.1) in a first class manner, Developer desires to place certain easements, covenants, conditions, restrictions and obligations upon the land in the Addition.

**ARTICLE I  
DEFINITIONS**

The following terms as used in this Declaration shall have the meanings set forth below unless the context clearly requires otherwise.

- Section 1.1 "Addition" means the real property described in Exhibit A and any other property subjected to this Declaration pursuant to Section 13.1 below
- Section 1.2 "Architectural Committee" is defined in Section 7.1
- Section 1.3 "Association" means MILESTONE RIDGE Plat 1 Homes Association, a Kansas non-for-profit corporation organized or to be organized as herein provided
- Section 1.4 "Board of Directors" means the board of directors for the Association
- Section 1.5 "Builder(s)" means any party, which acquires fee title to a Lot(s) for the purpose of constructing a residence thereon for resale
- Section 1.6 "County" means the County of Leavenworth , Kansas
- Section 1.7 "Common Facilities" means (a) all areas and facilities within the Addition designated by the Developer for the general use or benefit of all Owners and occupants of the Addition, including any parks, green space, landscaping within the island areas and located within street right-of-way and landscaping features; and other recreational areas; sidewalks and trails; signs, monuments; median strips and islands in streets, ponds, streams, creeks and drainage and retention facilities; streets and street lighting; and any fencing around the perimeter of the addition; (b) any land deeded to the Association by or at the direction of the Developer; (c) any easements, leases, licenses or other rights of use granted to the Association by or at the direction of the Developer, and the land or other property which is the subject thereof; and (d) all buildings, structures and other improvements, fixtures and equipment and other tangible personal property owned by the Association and located on, or used in

connection with or forming a part of any of the foregoing; PROVIDED, HOWEVER, the foregoing does not constitute a representation or warranty that any Common Facility so enumerated will exist within the Addition. Developer, from time to time, shall have the right to designate portions of the Restricted Area Improvements as comprising Common Facilities.

- Section 1.8        “Declaration” means this Declaration of Easements, Covenants, Conditions and Restrictions of Milestone Ridge plat 1, as it may be amended or supplemented from time to time.
- Section 1.9        “Default Rate of Interest” the annual interest shall be 8% annually and maybe amended by vote of the Board of Directors of the Association.
- Section 1.10       “Delinquent Amount” is defined in Section 3.6
- Section 1.11       “Design Standards” is defined in Section 7.5
- Section 1.12       “Developer” means Milestone Ridge Plat 1 LLC, Managed by Darla A. Miles and each of its officers and directors and any successors thereto or assignees thereof who succeed by assignment from the Developer to some or all of the Developer’s rights hereunder, as specified in such instrument of assignment.
- Section 1.13       “Lot(s)” means each separately subdivided parcel within the Addition, as shown on the Plat, which is intended for individual ownership; PROVIDED, HOWEVER, any such separate parcel which is included within the Common Facilities shall on be deemed a Lot.
- Section 1.14       “Owner” means the record owner, whether one or more persons and/or entities (including Builders and the Developer) of fee simple title to a Lot, but specifically excluding those having a interest merely as security for the performance of an obligation.
- Section 1.15       “Plat(s)” means the initial Plat identified in the Recitals above for the Addition, as such initial Plat may be re-platted and amended from time to time, together with the plat(s) for any additional land subsequently added to the Addition pursuant to Section 13.1, which plat(s) shall reflect the County approved (or proposed County approved) platting, location and size of all Lots in the Addition and the location of the streets and easements on adjacent to or affecting such Lots.
- Section 1.16       “Register of Deeds” means the Register of Deeds for Leavenworth County, Kansas
- Section 1.17       “Restricted Area” means that area of any Lot which is located within the Landscape Easement designated on any Plat.
- Section 1.18       “Restricted Area Improvements” is defined in Section 2.8
- Section 1.19       “Turnover Date” is defined in Section 2.11

**ARTICLE II**  
**DECLARATION, ASSOCIATION, BOARD OF DIRECTORS**

- Section 2.1        Declaration. Developer hereby declares that all of the land in the Addition shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions contained in this Declaration, which easements, covenants, conditions, and restrictions: (i) are for the purpose of establishing a general scheme for the development and construction of residences on the land in the

Addition, (ii) are for the purpose of enhancing and protecting the value, attractiveness, appeal and desirability of all land within in Addition, (iii) shall run with all land within the Addition and be binding on all parties having or acquiring any right, title or interest in the land or any part thereof, and (iv) shall inure to the benefit of and be a burden upon each Owner.

Section 2.2 The Association

- a) Commencing on the date hereof and continuing until ninety percent (90%) of the Lots have been sold to Owners and residences have been constructed thereon, the Developer shall have the sole right, but not the obligation, to create the Association; thereafter, if not previously formed by the Developer, the Association may be formed by (i) the Developer, or (ii) the Owners, if the Owners representing at least seventy-five percent (75%) of all Lots assent to the creation of the Association.
- b) The Developer shall have no responsibility or liability for (i) the creation, formation, management or operation of the Association, (ii) any actions taken or omitted to be taken by or on behalf of the Association as a result of, in connection with, under or pursuant to this Declaration, or (iii) any liabilities, obligations, debts, actions, causes of action, claims, suits or damages incurred by or on behalf of or arising in connection with the Association or the duties and obligations of the Association pursuant to this Declaration.

Section 2.3 Purpose of the Association. The Association shall protect, maintain, improve, operate and administer the Addition, including taking necessary action to levy and collect the assessments herein provided for, pay expenses and do such other things as are provided or contemplated in this Declaration and the Association's Article of Incorporation and Bylaws. The Association shall not be deemed to be conducting a business of any kind, and shall hold and apply all funds it receives for the benefit of the Addition in accordance with the provisions of this Declaration and the Association's Articles of Incorporation and Bylaws.

Section 2.4 Membership in Association

- a) Developer shall be a member of the Association until the Developer elects in writing to relinquish its membership. Each other Owner shall, upon acquisition of fee simple title to any Lot and occupancy of the residence located thereon, automatically become a member of the Association. Each other Owner shall be entitled to only one Association membership for each Lot owned by the Owner, and, subject to the provisions of Section 2.11, shall have only one vote per Lot in the Association. If an Owner (other than Developer) is comprised of more than one person and/or entity, they shall designate one of their members to hold the Association membership. Each member (other than Developer) must be (1) an individual who is an Owner, or (2) if the Owner is or includes a partnership, an individual who is a partner, or (3) if the Owner is or includes a corporation, an officer of the corporation, or (4) if the Owner is or includes a trust, an individual who is a trustee or beneficiary of the trust, or (5) if the Owner is or includes a limited liability company or an association, an individual who is a member of the limited liability company or association. Each Owner shall give notice to the Association of the name and address of the individual who will hold the Association membership for such Owner, otherwise, the Association may designate the party who is to be the Association member with respect to such Lot.
- b) A membership in the Association shall not be transferred, pledged or alienated in any way except as expressly provided in this Declaration. Subject to the provisions of

paragraph (a) of this Section 2.4 membership in the Association shall automatically be transferred to the new Owner upon the transfer of fee simple title to the Lot to which the membership appertains. PROVIDED, HOWEVER, the Association shall not be responsible for providing notices to the new member under this Declaration until notice of the transfer and of the name and address of the new member has been given to the Association.

Section 2.5 Board of Directors

- a) Subject to the provisions of subparagraph (b) hereof, the members of the Association shall elect the Board of Directors and the Board of Directors shall, by majority rule, conduct all of the business of the Association, except when membership votes are required pursuant to this Declaration or pursuant to the Articles of Incorporation or Bylaws of the Association.
- b) Notwithstanding anything contained in the preceding subparagraph (a) or elsewhere in the Declaration to the contrary, prior to the Turnover Date, the Developer shall be entitled to appoint all of the members of the Board of Directors.

Commented [DW1]: These are important documents, and I am happy to review them as well.

Section 2.6 Indemnification

- a) To the fullest extent permitted by the law, the Association shall indemnify each officer and director of the Association, each member of the Architectural Committee and Developer (each, an indemnified) against all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, incurred by the indemnified party in connection with any action taken pursuant to, or in connection with this Declaration provided the Indemnified Party did not act, fail to act or refuse to act willfully, or in a grossly negligent manner or with fraudulent or criminal intent in the performance of the indemnified party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which an indemnified party may be entitled at common law, by statute or otherwise.
- b) To the fullest extent permitted by law, neither the Developer nor any officer or director of the Association nor any member of the Architectural Committee shall be liable to any Owner or to the Association or anyone claiming by through or under any Owner or the Association for any damages suffered or claimed on account of any decision, course of action, inaction, omission, error or negligence taken or made in good faith and which Developer, such officer, director or Architectural Committee member reasonably believed to be within the scope of his or its duties.

Section 2.7 Powers and Duties of Association The Association shall have the powers and duties set forth in its Articles of Incorporation and Bylaws, provided such powers and duties are not inconsistent with the provisions of this Declaration, including, but not limited to the following powers and duties.

- a) The Association shall have the power, in its direction, to do any of the following, which it may exercise or perform whenever, it may deem necessary or desirable.
  - 1) Levy and collect the assessments and charges provided for in this Declaration.
  - 2) Enforce the provisions of this Declaration.

- 3) Exclusively manage and control all Common Facilities for the benefit of the Owners, including exercise of control over such easements, leases, licenses, usage rights and other rights and property as the Association may acquire from time to time.
- 4) Acquire by lease or own title to such property as may be reasonably necessary in order to carry out the purposes of the Association.
- 5) Grant upon, across or under property owned or controlled by the Association such permits, licenses, easements, and right-of-way for sewer lines, water lines, underground conduits, storm drains, cable tv and other public or private utilities, roadways or other purposes as may be reasonably necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Addition or any part thereof or the preservation of the health, safety, convenience and welfare of the Owners.
- 6) Erect and maintain signs for the marking of streets and safety signs for the protection of children and other person.
- 7) Obtain property insurance on the Common Facilities and Restricted Area Improvements against loss or damage by fire or other casualty and public liability insurance with respect to the Common Facilities, all in such forms and amounts and with such insurance companies as the Association may deem appropriate, naming as insured the Developer and its agents and employees (as long as the Developer owns and land within the Addition or controls the Association as provided in Section 2.11), each officer and director of the Association, any management company under any management contract with respect to the Common Facilities and its agents and employees, and any other persons or entities designated by the Association in its discretion.
- 8) Borrow money in such amounts, at such rate of interest, upon such terms and security and for such periods of time as the Association may deem necessary or appropriate, in its sole discretion; PROVIDED, HOWEVER, the foregoing shall not be construed to give the Association any right or authority to mortgage the Common Facilities.
- 9) Adopt and enforce reasonable rules and regulations for use of the Common Facilities and the other land in the Addition to preserve or enhance the quality or appearance of the Addition or the safety or convenience of the users thereof or otherwise to promote the interests of Owners within the Addition and amend or supplement such rules and regulations at any time.
- 10) Exercise any other powers elsewhere provided to the Association in this Declaration.

b) The Association shall have the responsibilities of performing the following acts:

- 1) Clean catch basins, storm sewers and drainage facilities which are part of the Common Facilities.
- 2) Maintain all Restricted Area Improvements, and provide lawn care, including mowing, spraying, replanting grass and replacing sod on all portions of the Common Facilities. The Association shall maintain the landscaping within the Restricted Area.
- 3) Care for spray, trim, protect and replant trees and shrubbery which are part of the Common Facilities.
- 4) If any vacant or unimproved Lot is not maintained by the Owner thereof, mow, care for, maintain and remove rubbish from such Lot and do anything else the

- Association deems necessary or desirable to keep such Lot neat in-appearance and in good order, all at the Owner's expense.
- 5) Maintain, repair and replace all structures, improvements and facilities that are part of the Common Facilities and maintain all creeks, streams or ponds and all drainage and retention facilities, which are part of the Common Facilities.
  - 6) Pay all taxes and assessments levied against the Common Facilities, and any other property owned or leased by the Association.
  - 7) Keep true and correct records of accounts in accordance with generally accepted accounting principles and have available for inspection by any Owner, at reasonable times during regular business hours, books which specify in reasonable detail all expenses incurred and funds accumulated from assessments or otherwise.
  - 8) Upon reasonable request and during reasonable business hours, make available for inspection by any Owner the books, records and financial statements of the Association, together with current copies, as amended from time to time, of this Declaration, the Articles of Incorporation and Bylaws of the Association.
  - 9) Perform any other duties required of the Association as provided elsewhere in this Declaration.

Section 2.8 Fences, Walls, Sprinkler Systems and Improvements in Restricted Areas The Association shall have the right, but not the obligation, to use the Restricted Area for any purpose set forth in this Declaration, including, without limitation for ingress and regress, and for installing, replacing, repairing, relocating and maintaining cable television systems, security and similar systems; roads, trails, sidewalks, bicycle pathways; entry monuments and fences (collectively, "Restricted Area Improvements"), as well as trees, bushes, irrigation systems, berms, or any other materials or items related to landscaping; lakes, ponds, drainage systems; street lights, and utilities, including, but not limited to water, sewers, meter boxes, mail boxes, telephones, gas, and electricity, and to enter upon, install, construct, relocate, and remove all such items. No fence, landscaping (other than sod), wall or sprinkler system shall be erected or installed in the Restricted Area by the Owner of the affected Lot without the prior written consent of the Architectural Committee.

Section 2.9 Managing Agent; Contracts & Services Any powers, rights and duties of the Association may be delegated to a managing agent under a management contract; PROVIDED, HOWEVER, that no such delegation shall relieve the Association from its obligation to perform any such delegated duty. Any contract entered into by the Association for professional management or other services which term may be renewed by agreement of the parties for successive one-year periods, and any such contract shall permit termination by either party upon 90 days' notice with or without cause and without payment of any termination fee. Subject to the foregoing limitations, the Association is specifically authorized to enter into a management contract with a management company owned in whole or in part by Developer.

The Association shall also have the right, in its discretion, to enter into such contracts and transactions with others, including Developer and its affiliates, as the Association may deem necessary or desirable for the purposes herein set forth, and shall have the right to engage and dismiss such agents and employees as will enable the Association to adequately and properly carry out the provisions of this Declaration and the Association's Articles of Incorporation and Bylaws. No such contract or transaction shall be invalidated or in any way affected by the fact that one or more members of the Board of Directors may be employed by or otherwise associated with Developer or its affiliates, provided the fact of such interest is disclosed or known to the other members of the Board

**Commented [DW2]:** This paragraph may require the Architectural Committee to approve the planting of a tree, which may be considered "landscaping (other than sod)". Consider whether this is the intent here.

of Directors acting upon such contract or transaction, and provided further that the contract or transaction is on commercially reasonable terms. Any such interested director may be counted in determining the existence of a quorum at the meeting of the Board of Directors at which such contract or transaction is authorized, and such interested director may vote thereon with the same force and effect as if he or she were not interested.

Section 2.10 Acceptance of Easements The Association shall accept all easements, leases, licenses and other usage rights and title to all property and improvements, which may be granted, conveyed or assigned to the Association by or at the direction of Developer in Developer's sole discretion. Milestone Ridge Plat 1 will have a cross access easement for the purposes of a shared private roadway. This Private roadway is not a public right-of-way and will be solely maintained by the homeowners in Lots 1 & 2, and will not be the responsibility of the county of Leavenworth for any maintenance whatsoever.

Section 2.11 Control of Association Developer Notwithstanding anything in this Article 2 or elsewhere in this Declaration to the contrary, Developer shall have and maintain absolute and exclusive control of the Association and the Architectural Committee, including appointment and removal in Developer's sole discretion of all officers of the Association, members of the Board of Directors and all members of the Architectural Committee, until the date (the "**Turnover Date**") which is the earlier of (a) the expiration of 10 years from the date of recording of the most recent plat affecting the Addition, or (b) the effective date designated by Developer in a notice to the members of the Association stating that Developer relinquishes control. Until the Turnover Date, Developer will be entitled to cast all votes with respect to the election and removal of all officers of the Association, the Board of Directors, and members of the Architectural Committee and with respect to any other matter requiring the vote or approval of members of the Association or the Architectural Committee as set forth herein or in the Association's Articles of Incorporation or Bylaws. Notwithstanding the foregoing, or any other provision to the contrary set forth in this Declaration, if at the occurrence of the Turnover Date, Developer continues to own any Lots in the Addition, then so long thereafter as Developer continues to own Lots in the Addition, Developer shall have the sole and exclusive authority to appoint all of the members of the Architectural Committee.

**Commented [DW3]:** The Developer can hold back one lot and thereby have the sole and exclusive authority to appoint all three members of the Architectural Committee. Consider whether this is the intent.

### ARTICLE III ASSESSMENTS

Section 3.1 Creation of Lien and Personal Obligation Each Owner of a Lot shall pay all assessments, annual and special, provided for in this Declaration. Each such assessment, together with interest thereon as hereinafter provided, filing fees, attorneys' fees, court costs and other costs of collection thereof (such interest and all of such fees and costs being herein sometimes collectively called "**Costs**"), shall be a continuing lien upon the Lot against which such assessment is made, which lien shall be enforceable as provided in Section 3.6. Each assessment, together with all Costs relating thereto, shall also be the personal obligation of the Owner of the Lot at the time the assessment is made. If an Owner consists of more than one person and/or entity, the obligations of the Owner for the payment of such assessments and Costs shall be joint and several.

Section 3.2 Purpose of Assessments The assessments levied by the Association shall be used to provide funds to enable the Association to exercise the powers and perform the duties herein set forth, including (by way of example only and not by way of limitation) (a) the costs of maintenance, management,



operation, repair and replacement of the Common Facilities and of the Restricted Area Improvements; (b) the costs of management and administration of the Association, such as compensation paid by the Association to managers, accountants, attorneys, other professionals and employees; (c) the costs of utilities (including water, electricity, gas and sewer provided directly to the Association and not individually metered or billed by the service providers directly to the Lots) and other services provided by the Association which generally benefit and enhance the value and desirability of the Addition; (d) the costs of any insurance maintained by the Association; (e) reasonable reserves for major items, contingencies, replacements and other purposes as deemed appropriate by the Association; (f) the costs of bonding any persons handling funds of the Association; (g) taxes, assessments and other governmental impositions paid by the Association; and (h) the costs of any other items or services to be provided or performed by the Association as set forth in this Declaration or in the Association's Articles of Incorporation or Bylaws, or in furtherance of the purposes of the Association.

Section 3.3 Annual Assessments

- a) Each Lot shall be subject to an annual assessment which may be levied by the Association from year to year and shall be paid to the Association annually in advance by the Owner of such Lot. If the amount collected from annual assessments for any year exceeds the Association's costs and expenses for such year, such excess shall be taken into consideration in preparing the budget and determining the annual assessments to be levied for the following year. If the amount collected from annual assessments for any year is inadequate to meet the Association's actual or projected costs and expenses for such year, special assessments may be levied at any one or more times during such year as provided in Section 3.4. A portion of the annual assessments for each year shall be allocated to reserves to provide required funds for repair or replacement of major items and for other contingencies and proper purposes. The responsibility of the Association shall be only to provide for such reserves as the Association in good faith deems reasonable, and neither Developer nor the Association shall have any liability to any Owner if such reserves are inadequate.
- b) The first annual assessment with respect to each Lot shall be due as of the first day of the month after the date on which a residence on such Lot is first occupied for residential purposes (i.e., occupancy of a model home for sales purposes shall not trigger the assessment). Such first annual assessment shall be prorated on a per diem basis in accordance with the number of days remaining in such year from and after the date the assessment is due. The annual assessment with respect to each Lot for each subsequent year shall be due as of January 1 of such year.
- c) Failure of the Association to levy annual assessments for any one year shall in no way affect the right of the Association to do so for any subsequent year.
- d) The Association shall give at least 30 days advance notice to each Owner of a Lot whose address is then listed with the Association of the amount of the annual assessment on such Lot and the date on which such assessment is due.

Section 3.4 Special Assessments

- a) The Association may at any time or times during any year, if necessary in its discretion to enable the Association to carry out the purposes herein set forth, levy against each Lot from and after the date on which such Lot first becomes subject to annual assessments as provided in Section 3.3(b) a special assessment over and above the annual assessment for such year authorized by Section 3.3.

- b) The Association shall give at least 30 days advance notice to each Owner of a Lot whose address is then listed with the Association of the amount of each special assessment and the date on which such assessment is due.

Section 3.5 No Waiver or Offset No Owner shall be exempt from payment of the assessments and Costs imposed under this Declaration by reason of the waiver by such Owner of the use or enjoyment of the Common Facilities or by nonuse thereof or by abandonment of such Owners Lot. All assessments, annual and special, shall be payable in the amounts specified in the notices thereof given by the Association and there shall be no offsets against such amounts for any reason.

Section 3.6 Delinquency; Enforcement of Liens

- a) If any Owner of a Lot fails to pay any assessment, annual or special, on or before the 30<sup>th</sup> day following the date on which such assessment is due, or fails to pay any other amount owing under this Declaration within 30 days of the due date (collectively, a "**Delinquent Amount**") then such Delinquent Amount shall bear interest from the due date until paid at the Default Rate of Interest.
- b) Each assessment, annual or special shall become delinquent on the 30<sup>th</sup> day after the date on which such assessment is due, and payment of the assessment and Costs (including interest), and any other Delinquent Amounts owing under this Declaration may then be enforced as a lien on such Lot in proceedings in any court in Leavenworth County, Kansas, having jurisdiction of suits for the enforcement of such liens. The Association may, whenever any assessment is delinquent, file a certificate of nonpayment of assessments (the "**Delinquency Statement**") with the Register of Deeds, and for each Delinquency Statement so filed, the Association shall be entitled to collect from the Owner of the Lot described therein an administrative fee set by the Association, which fee shall be part of the Costs included in the lien.
- c) Such liens securing payment of a Delinquent Amount shall continue for a period of five years from the date of recording of the Delinquency Statement and no longer, unless, within such time, suit shall have been instituted for the collection of the Delinquent Amount, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment therein.
  - d) Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, the benefit of any redemption, homestead or exemption laws of the State of Kansas now or hereafter in effect.
- e) Any lien which arises against any Lot by reason of any Delinquent Amount shall be subordinate to the lien of a first mortgage ("**First Mortgage**") on such Lot acquired in good faith and for value securing the payment of a loan made by a bank, savings and loan association or other institutional lender ("**First Mortgagee**"), provided such First Mortgage is recorded prior to the recording of the Delinquency Statement. If any lien for Delinquent Amounts and Costs which accrued prior to the date a First Mortgagee acquires title to the Lot has not been extinguished by the process whereby the First Mortgagee acquired title, the First Mortgagee shall not be liable for Delinquent Amounts or Costs arising or accruing prior to such date and in the case where the Delinquent Amount is an assessment or other sum owing to the Association, upon request by the First Mortgagee to the Association, the Association shall release such lien of record; PROVIDED, HOWEVER, that (i) any Delinquent Amount and Costs which are so extinguished shall continue to be the personal obligation of the delinquent Owner, and the party owed such amount may seek to collect them from such Owner even after such Owner is no longer the Owner of the Lot, and (ii) if the Owner against

whom the original assessment was made is the purchaser of or redeems the Lot, the lien shall continue in effect and may be enforced for the Delinquent Amount and Costs which were due prior to the final conclusion of any such foreclosure or equivalent proceeding. Any such Delinquent Amount and Costs which are not collected within a reasonable time may be reallocated by the Association among all other Owners of Lots, irrespective of whether collection proceedings have been commenced or are then pending against the defaulting Owner.

Section 3.7 Certificate of Nonpayment of Assessments Upon request, any party acquiring title to or any interest in a Lot shall be entitled to a certificate from the Association setting forth the amount of due but unpaid assessments and Costs pertaining to such Lot, if any, and the Association shall thereafter be prevented from asserting that the amount of accrued but unpaid assessments and costs is in excess of the amount so indicated in the certificate.

Section 3.8 Pledge of Assessment Rights as Security The Association may pledge the right to exercise its assessment powers as security for any obligation of the Association; PROVIDED, HOWEVER, that after the Turnover Date any such pledge shall require the prior affirmative vote of a majority of all members of the Association.

#### **ARTICLE IV EASEMENTS AND LICENSES**

Section 4.1 Reservation by Developer; Grant to Association Developer hereby reserves to itself and its successors and assigns and grants to the Association the right, privilege and easement to enter upon the Common Facilities and the Lots to the extent necessary for the purposes of

- a) constructing, maintaining, relocating, repairing, replacing and removing Restricted Area Improvements on the Restricted Area, and decorative walls, underground sprinkler systems, lighting, sidewalks, signs, landscaping features, recreational facilities and other improvements on the Common Facilities, which Developer or the Association reasonably believes will enhance the beauty and function of the Common Facilities or the Addition.
- b) Planting, replanting, maintaining, relocating and replacing grass and landscaping on the Restricted Area and on the Common Facilities.
- c) Doing all other things which Developer or the Association shall be obligated to do as set forth in this Declaration or shall deem desirable for the neat and attractive appearance and beautification of the Common Facilities.

Section 4.2 Grant to Owners. Developer hereby grants to each Owner the non-exclusive, perpetual right, privilege and easement to use the Common Facilities for the respective purposes for which the Common Facilities are constructed, designed and intended, subject, however, to all of the provisions of this Declaration, the provisions of the Association's Articles of Incorporation and Bylaws and any reasonable rules and regulations of general application within the Addition which the Association may adopt from time to time, which right, privilege and easement shall survive the termination of this Declaration.

Section 4.3 License to Enter During the term of this Declaration and thereafter as long as any of the easements created by this Declaration survive, Developer, the Association and their respective partners, officers, employees, agents and contractors shall have a temporary license to enter upon and use such portions of any Lot as may be reasonably necessary to permit Developer or the Association to exercise

or perform the rights, powers and obligations reserved to Developer or the Association by the provisions of this Declaration.

**ARTICLE V  
DAMAGE TO IMPROVEMENTS**

Section 5.1 Damage to Improvements If improvements on a Lot are damaged or destroyed by casualty or other cause, such improvements shall either be repaired and restored with due diligence, or the Owner shall, at its sole expense, demolish the damaged improvements, including foundations, clear away all debris and take all other action (including filling to grade, sodding and landscaping) required so that the area formerly occupied by the demolished improvements shall be neat and attractive in appearance and compatible with a high-quality residential development.

**ARTICLE VI  
ADDITIONAL COVENANTS**

Section 6.1 Property and Lot Maintenance All vacant Lots and undeveloped portions of the Addition shall be kept mowed and free of trash and construction debris by the Owner thereof. From and after the completion of construction of a residence on a Lot, the Owner and occupant of each Lot shall cultivate an attractive ground cover or grass on all areas visible from the street shall maintain all areas in a sanitary and attractive manner and shall edge the street curbs that run along the property line and the sidewalks and driveway located on the Lot. Each Lot must be kept mowed at regular intervals so as to maintain the property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street unless completely screened from public view by screening approved by the Architectural Committee. No Owner shall permit weeds or grass to grow to a height of greater than six (6) inches upon its Lot. Upon failure of the owner of any Lot to maintain such Lot (whether or not developed), Developer may, at its option, have the vegetation cut as often as necessary in its judgment and the Owner of such Lot shall be obligated, when presented with an itemized statement, to reimburse Developer for the cost of such work. In the event Developer shall fail to exercise its right granted under the preceding sentence within ten (10) days following written notice to Developer from the Association stating the Association's intent to exercise such right, the Association shall have the right, in lieu of Developer, to have the vegetation cut as provided above, and upon exercise of such right, the Owner of the Lot in question shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of such work.

Section 6.2 Maintenance of Improvements Each Owner shall maintain the exterior of all improvements on its Lot in good condition and repair, shall replace worn and rotten parts, shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, downspouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate. Upon failure of the Owner to maintain the exterior of all buildings, fences, walls and other improvements on his Lot, Developer may, at its option, perform such maintenance as often as necessary in its judgment, and the Owner of such Lot shall be obligated, when presented with an itemized statement, to reimburse Developer for the cost of such maintenance work. In the event Developer shall fail to exercise its right granted under the preceding sentence within ten (10) days following written notice from the Association to Developer of the Association's intent to exercise such right, the Association shall have the right, in lieu of Developer, to perform such maintenance as provided above, and upon exercise of such right, the owner of such Lot in question shall be obligated, when presented with an itemized statement, to reimburse the Association for the cost of such maintenance work.

- Section 6.3 Taxes and Other Encumbrances Each Owner shall promptly pay, before delinquency, all taxes, assessments, liens, encumbrances or charges of every kind ("Liens") levied against or imposed upon such Owner or such Owner's Lot which may, as a matter of law, be or become a lien on any part of the Restricted Area prior in lien to the easements granted in this Declaration. In the event of a breach of this covenant, the Association shall have, in addition to all other rights or remedies, the right (but not the obligation) to obtain the discharge of any such Lien by payment or otherwise, and collect from such Owner all costs and expenses incurred by the Association in connection therewith, including attorneys' fees.
- Section 6.4 Lien Rights If a party rectifies an Owner's default under this Article VI, the curing party shall have a lien on the defaulting Owner's Lot, which lien may be enforced in conformance with the provisions of Article III.
- Section 6.5 Cross Access Easement for Private Roadway  
The Roadway that will access the homeowners to Lots 1, and 2 will be a private roadway not a public right-of-way. Maintenance of this roadway is the responsibility of the homeowners in Lots 1, and 2 of Milestone Ridge Plat 1. This Roadway will in no way be maintained by the county of Leavenworth, Kansas.

**ARTICLE VII  
ARCHITECTURAL AND LANDSCAPE CONTROL**

- Section 7.1 Appointment of Architectural Committee The Association shall have an architectural committee ("**Architectural Committee**") consisting of persons appointed (and removed) from time to time, subject to the last sentence in Section 2.11, (a) by Developer until the Turnover Date, and (b) by the Board of Directors after the Turnover Date. After the Turnover Date, the Architectural Committee shall have three members.
- Section 7.2 Term Successors; Compensation; Liability of Architectural Committee
- a) Each member of the Architectural Committee shall serve on the Architectural Committee until such member resigns or is removed by the party who appointed such member to serve on such Architectural Committee. Without limiting the foregoing, the appointing party may remove its appointed member of the Architectural Committee at any time for any reason.
  - b) In the event of the death, resignation or removal by the appointing party of any member of the Architectural Committee, such appointing party shall have full authority to designate and appoint a successor within a reasonable period of time. If no such appointment is made on a timely basis, the remaining member(s) of the Architectural Committee shall appoint a successor member.
  - c) No member of the Architectural Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration.
  - d) Each member of the Architectural Committee who is also an Owner must be current on all Assessments and otherwise in good standing with the Association to be eligible to serve.
- Section 7.3 Authority of Architectural Committee
- a) After the initial platting of the land in the Addition, the Addition shall not be re-platted, no landscaping shall be undertaken and no building, fence, wall or other structure or improvement shall be commenced, erected, placed, relocated, maintained or altered on any Lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be

made by any party (other than Developer) until all plans have been approved in writing by a majority of the members of the Architectural Committee, as to:

- 1) Conformity and harmony of the proposed re-plat and any landscape plan to the existing development in the Addition, surrounding areas, community standards and other developments with which Developer is associated;
  - 2) Quality of workmanship and materials, adequacy of site dimensions, adequacy of structural design and proper orientation of main elevation with respect to nearby Roadway;
  - 3) Conformity and harmony of the external design, color, type and appearance of exterior surfaces and landscaping in relation to the various parts of the proposed improvements and in relation to improvements on other Lots in the Addition; and
  - 4) The other standards set forth within this Declaration or matters in which the Architectural Committee has been vested with the authority to render a final interpretation and decision. Without limiting the foregoing, the Architectural Committee is authorized and empowered to consider and review any and all aspects of platting, construction and landscaping which may, in the reasonable opinion of such party, affect adjoining Lots, or the general value of Lots in the Addition.
- b) The Architectural Committee acting pursuant to a majority vote of its members, shall have the right, power and authority to enforce the covenants, conditions, restrictions and all other terms contained in this Declaration relating to the matters within its purview as set forth herein.

Section 7.4 Procedure for Approval

- a) Each of the following documents (and all modifications thereof) must be submitted to the Architectural Committee and such Committee's approval must be obtained, prior to the document's submission to the City or implementation:
- 1) Architectural, building and construction plans for each residence showing the nature, kind, shape, square footage, height, color, materials and location of all improvements on each Lot, and specifying any requested variance from the setback lines, garage location or other requirements set forth in this Declaration, and, if requested by the Architectural Committee, samples of proposed construction materials.
  - 2) All documents must be submitted in duplicate and must be sent to the Architectural Committee by hand delivery or certified mail; PROVIDED, HOWEVER, Developer shall not be obligated to submit or obtain approval of such documents as long as Developer owns any Lot(s) in the Addition.

Section 7.5 Design Standards The Architectural Committee shall use good faith efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Addition consistent with the standards set forth in this Declaration, provided that such Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Architectural Committee is to conform generally to community standards and prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built or maintained in the Addition. The Architectural Committee may (but is not required to) from time to time publish and promulgate bulletins regarding architectural standards, which shall be fair and reasonable and shall carry forward the spirit and intention of this Declaration ("**Design Standards**"). The Design Standards may, from

time to time, be amended, supplemented or repealed by the Architectural Committee, and the Committee, in its sole discretion, may grant variances from the Design Standards.

Section 7.6 **Construction Period Requirements** The Architectural Committee shall have the right to establish additional measures to be observed during the period of construction on a Lot in order to minimize disturbance to adjacent sites, and all parties involved in such construction shall be required to observe such measures.

Section 7.7 **Residence Design** Without limiting the requirement that improvements conform to any Design Standards the following shall apply:

- (a) **General Design** The design of each residence shall comply with the Milestone Ridge—Builder Requirements—Phase I (or with the current Builder Requirements then in effect)(“Builder Requirements”) and with the following criteria: (1) appropriateness of form, color and materials to design style; (2) relationship of window to wall and wall to total form (well-designed massing); (3) appropriateness of detailing to form, style and massing; and (4) proportions of roofs being consistent with the proposed architectural style. In the event of any conflict between these Declarations and the Builder Requirements, the Builder Requirements shall take priority.
- (b) **Exterior Materials and Colors** All exterior materials and the color of all exterior materials (including paint) shall be subject to prior written approval of the Architectural Committee. Residences shall be faced on all sides with quality materials (such as brick, wood, stone, stone veneer, batt and board or stucco) or other materials as approved by the Architectural Committee. Prefabricated metal buildings are not permitted.
- (c) **Windows, Solar and Awnings. Window or Wall Air Conditioning and Heating Units** No unpainted aluminum will be permitted for window framing. Wood frames shall be painted, sealed, stained or have another coating approved by the Architectural Committee. Without limiting the foregoing, the Architectural Committee has the authority to require the use of certain types of divided light windows (such as bronzed, white or black), to prohibit or regulate the use of solar or heating panels and to regulate the construction, location, appearance and maintenance of awnings. No window or wall air conditioning or heating units will be permitted; PROVIDED **HOWEVER**, Developer may permit such heating and air conditioning units in a marketing office within a model home.
- (d) **Roofs** The Architectural Committee has the authority to require at a minimum a six (6) to twelve (12) foot roof pitch or slope on the main structure of the residence (subject to the Architectural Committee's ability to permit slight variances for garage and porch roof pitch or slope), and to require that of the roofing materials be earth tones. No metal roofs (other than metal roofing over window bays) are permitted. All roofs shall be covered with architecturally-designed composite or asphalt shingles with a minimum 30-year life expectancy, tile, slate, wood shingle or wood slate, unless another material is specifically approved in writing by the Architectural Committee.
- (e) **Construction, Location and Size Limitations**
  - i. Once commenced, construction of improvements shall be diligently pursued to completion, and improvements may not be left in a partly finished condition for more than 30 days without written approval from the Architectural Committee.

- ii. Subject to the provisions of Article V residences destroyed by fire or other casualty shall be demolished and removed from the Lot and new construction begun within three months after the date of such destruction, and thereafter such construction shall be performed with due diligence through completion.
  
- iii. Total minimum floor space for two-story residences shall be:
  - 1. For ranch-style residences: 1600 sq ft main floor, 3200 with finished basement
  - 2. For one-and-one-half-story residences: 1400 sq ft, 3500 with finished basement
  - 3. For two-story residences: 1200 sq ft main floor, 3600 with finished basement
  
- iv. Split-Level entry residences are prohibited; Minimum finished ground-floor square footage requirements for residences (as measured to the outside of exterior walls, but exclusive of porches, garages, patios, unfinished attics, basements and detached accessory buildings) shall be:
  
- v. All residences and other improvements shall be located on each Lot as approved by the Architectural Committee and in full compliance with any setback lines or restrictions shown on the Plat or required by the City, and with minimum setbacks as follows:
  - Front yard minimum setback:
  - Back yard minimum setback:
  - Side yard minimum setback:
  
- vi.
  - 1. Fences No fence or wall shall be permitted to extend nearer to the front street than (i) forty-five (45) feet from the front street, or (ii) the front of the house, whichever distance is further. Location of the fence must be approved by the Architectural Committee. All portion of any fence shall be (5) feet in height as measured from the lowest point of the Lot. Only wrought iron, black aluminum or comparable looking metal is allowed. Cedar Fences running Horizontal only stained black see builders requirements. Fences shall not be placed farther toward the front of a residence than a straight line extended from the rear of the building line of the residence.
  - 2. Outbuildings Detached building (such as a storage building, doghouse, greenhouse, gazebo or playhouse) must match the exterior of the home, siding, roof, color of building.



3. Garages Unless otherwise approved by the Architectural Committee, all garages shall be attached to the residence. All driveways shall be Asphalt, Concrete, Pavers, no Gravel driveways are not permitted.
4. Obstructions No fence, landscaping, or other obstruction shall be permitted on any Lot that would obstruct necessary sight lines of vehicular traffic.
5. Pools in ground pools, and above ground pools are permitted meeting safety rules such as fence or automatic cover that locks.

Section 7.8 Interpretation; Waiver The Architectural Committee's interest in reviewing site and building designs is to assure that a high quality of compatible development is consistently achieved. In order to meet special situations, which may not be foreseen, it may be desirable from time to time for the Architectural Committee to allow variances of certain requirements. Any variance granted is considered not to be precedent setting because the decision is being made in the context of the specific project in question with the welfare of the overall Addition in mind. All approvals and consents of the Architectural Committee shall be in writing, and oral approvals or consents shall be of no force or effect.

7.9 Architectural Committee Limitation on Liability

- a) The Architectural Committee may delegate its plan review responsibilities to one or more of its members or to architectural consultants retained by the Architectural Committee. Upon such delegation, the approval or disapproval of plans and specifications by such member or consultants shall be equivalent to approval or disapproval by the entire Architectural Committee.
- b) The establishment of the Architectural Committee and Design Standards shall not be construed as impairing the obligation of any Owner to maintain or repair his Lot as may otherwise be specified in this Declaration or in the Association's Bylaws.
- c) By its approval of plans and specifications, the Architectural Committee shall not be deemed to have approved the same for engineering design or for compliance with zoning and building ordinances, and by approving such plans and specifications neither Developer nor any officer or employee thereof, or any other or governmental requirements, the Architectural Committee nor any member thereof, nor the Association nor any member, officer or director thereof, assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither Developer nor any officer or employee thereof, the Architectural Committee nor any member thereof, nor the Association nor any member, officer or director thereof, shall be liable to any Owner or other person or entity for any damage, loss, cost or prejudice suffered or claimed on account of (1) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (2) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (3) the development or manner of development of any property within the Addition. Approval of plans and specifications by the Architectural Committee is not, and shall not be deemed to be, a representation or warranty that said plans or specifications comply with accepted engineering practices, or with applicable governmental ordinances or regulations, including zoning ordinances and building codes.

**ARTICLE VIII**

## USE AND OCCUPANY RESTRICTIONS

### Section 8.1 Residential Use

- a) Each Lot may be used only for residential purposes and for no other use or purpose. No business or commercial building may be erected on any Lot and no business or commercial enterprise or other nonresidential use may be conducted on any Lot. Without limiting the foregoing, no building or structure intended for or adapted to commercial, business or professional purposes, nor any apartment house, duplex, double house, lodging house, rooming house, group home, dormitory, church, school, hospital, sanitarium, guest house, servants quarters or multiple-family dwelling shall be erected, placed, permitted or maintained on any Lot. Nothing in this Paragraph shall prohibit an Owner's use of its residence for quiet, inoffensive activities, such as tutoring or giving art or music lessons, or for a home office, so long as such activities do not violate the other restrictions set forth in this Declaration, and do not materially increase the number of cars parked on the street, or interfere with adjoining Owners' use of their Lots. No rentals, or vacation rentals allowed.
- b) Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living and cooking together or in the same residence as a single housekeeping unit; PROVIDED, HOWEVER, that nothing contained herein shall prevent occasional temporary occupancy by guests of the family or occupancy by full-time domestic servants or medical assistants employed by the family; and FURTHER PROVIDED, nothing contained herein shall prevent the owner of a residence from renting a residence as long as the residence is occupied by only one (1) family as set out in this paragraph.
- c) Notwithstanding anything contained herein to the contrary, Developer or a Builder, subject to the Developer's approval, may temporarily use a residence, garage or trailer on a Lot as a sales, marketing or construction office for the sole purpose of (i) enabling the Developer to develop, construct, market and/or sell Lots and residences in the Addition or in any other addition or subdivision owned by Developer, or (ii) enabling a Builder to construct, market and/or sell such Builder's residences in the Addition until such Builder's last residence in the Addition is sold.

Section 8.2 Signs Except for a professionally prepared For Sale sign, not exceeding 5 square feet, no yard signs, banners, or other signs are permitted without the Association's prior approval. All signs permitted by the Association shall be maintained in good condition and repair, with a neat and orderly appearance, and shall comply with the applicable ordinances of the County. Without limiting the foregoing, no sign shall be permitted which (i) describes the condition of the residence or the Lot, (ii) describes, maligns, or refers to the reputation, character or building practices of Developer, any Builder, or any other Owner, or (iii) discourages or otherwise impacts or attempts to impact a party's decision to acquire a Lot in the Addition. In the event of a violation of the foregoing provisions, Developer or the Association shall be entitled to remove any such offending sign, and in so doing, shall not be subjected to any liability for trespass or otherwise.

Section 8.3 Animals No animals of any kind shall be raised, bred or kept on any land in the Addition except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the residents of any residence constructed on a Lot. Animals are not to be raised, bred or kept for commercial purposes or for fur, clothing or food. Without limiting the foregoing, it is the general purpose of these provisions to restrict the use of the Addition so that no person shall permanently or temporarily quarter in the Addition live cows, horses, bees, hogs, sheep, goats. No more than four (4) domesticated household pets will be permitted on each Lot. Pets must be restrained or confined on the backyard portion of Owner's Lot inside a fenced area (which may be in the form of a so-called "invisible" electric fence) or within the residence. All Lots shall be kept clean and free of pet waste and debris. All animals shall be properly tagged for identification and shall be properly vaccinated, bathed and otherwise kept clean to avoid health or safety risks and concerns.

Section 8.4 Nuisances No Owner shall permit or suffer anything to be done or kept about or within such Owner's Lot or on or about any other part of the Addition which obstructs or interferes with the rights of other Owners or occupants or causes them annoyance by unreasonable noises or otherwise, nor will any Owner commit or permit any nuisance or illegal act about or within any part of the Addition. Each Owner shall comply with the rules and regulations adopted by the Association and the requirements of all health authorities and other governmental authorities having jurisdiction over the Addition.

Section 8.5 Boats and Motor Vehicles

- a) No boats, marine craft, hovercraft, aircraft, trailers, buses, trucks, pick-up camper, camper body, motor homes, campers or other recreational vehicles or similar vehicle or equipment shall be parked or stored in or upon any Lot except within an enclosed garage, or upon approval of committee. No automobile shall be stored (except within an enclosed garage), or parked, except for temporary guest parking, and except for parking within an enclosed garage or on a driveway on the Lot (i.e., street parking is prohibited, except for temporary guest parking). A vehicle shall be deemed stored on a driveway in violation of this Declaration if it is not being driven on a public street at least once in 10 consecutive days. No vehicle shall be repaired (except for minor repairs effected within an enclosed garage) or rebuilt on any Lot. The Association may remove or cause to be removed any unauthorized vehicle or other item prohibited hereby at the expense of the owner thereof in any manner permitted by law.
- b) Trucks with tonnage in excess of one (1) ton and any vehicle in excess of one-half (1/2) ton with painted or affixed advertisement shall not be permitted to park overnight within the Addition, except those used by Developer or a Builder during and directly related to the development of the Addition or construction of improvements on a Lot in the Addition.
- c) No vehicle of any size, which transports dangerous, flammable, hazardous, corrosive or explosive cargo, may pass through or be kept in the Addition at any time.
- d) Except to the extent expressly permitted hereby, no vehicles or similar equipment shall be parked or stored in any area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks (with tonnage not in excess of one (1) ton) and pick-up trucks with attached bed campers (with tonnage not in excess of one (1) ton) that are in operating condition with current license plates and in daily use as motor vehicles on the streets and highways of the State.

Section 8.6 Lights No spotlights, floodlights or other lighting shall be placed or used on any Lot in a manner, which illuminates or otherwise unreasonably interferes with the enjoyment of neighboring Lots. Golden, yellow, blue or reddish colors are not permitted except for holiday decorative lighting during the period from Thanksgiving Day through New Year's Day. No exterior lighting shall be installed or maintained on any Lot if the Architectural Committee objects thereto.

Section 8.8 Trash and Garbage No garbage or trash shall be kept, maintained or contained on any Lot so as to be visible from another Lot. All equipment and containers for the storage or other disposal of such material shall be kept in clean and sanitary condition. No incinerator shall be kept or maintained on any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot. Trash shall be placed in such designated locations and containers as may be established from time to time in the Design Standards. Materials incident to

construction of improvements may be stored on Lots during construction so long as construction progresses on such Lots without delay.

- Section 8.9 Mining No manufacturing, industrial, oil or gas drilling, oil or gas development, smelting, refining, quarrying or mining operations of any kind shall be permitted in the Addition, nor shall oil or gas wells, tanks, tunnels, pipelines (other than natural gas lines installed and maintained by a utility company), mineral excavations or shafts be permitted upon or in any part of the Addition. No derrick or other structure, equipment or machinery designed for use in quarrying or boring for oil, natural gas or other minerals shall be erected, maintained or permitted within the Addition.
- Section 8.12 Drainage No Owner shall erect, construct, maintain or permit any fence or other improvement or obstruction which would interfere with or alter drainage of the land, or within any area designated by Developer or the Association as a drainage easement, or within any area which has been intentionally contoured to facilitate drainage; PROVIDED that , with the prior consent of the City and the Architectural Committee, nonpermanent structures, including fences, may be erected in those areas which contain only underground closed conduit storm drainage facilities.
- Section 8.13 Storage Tanks No exterior storage tank of any kind, whether for fuel, water, sewage or any other substance, shall be placed or maintained on any Lot.
- Section 8.14 Garage Doors Garage doors shall be kept closed except when opened for the removal or the parking or replacing of a vehicle or other item in the garage.
- Section 8.15 Safety Conditions; Repairs Without limiting the other provisions of this Article VIII, each Owner shall maintain and keep such Owner's Lot at all times in good repair and in a clean, safe and sanitary condition, and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their Lots. Subject to the provisions of Article V, all improvements on a Lot shall be repaired and restored by the Owner thereof with due diligence.
- Section 8.16 Waiver or Modification; Additional Restrictions The Association or the Architectural Committee may waive or modify any one or more of the foregoing restrictions. The Association may also further restrict or regulate the use and occupancy of the Addition and the Lots by reasonable rules and regulations of general application within the Addition adopted from time to time by the Association.
- Section 8.17 Compliance with County Requirements Notwithstanding any provision of this Article 8 or any other provision of this Declaration to the contrary, all property within the Addition shall be used only in compliance with County requirements. In every case in which any provision of this Declaration is at variance with County requirements, the more restrictive provision shall govern and control.
- Section 8.18 Enforcement The Association or its authorized agents may enter any Lot on which a violation of these restrictions exists and may correct such violation at the expense of the Owner of such Lot. Such expenses, and such fines as may be imposed by the rules and regulations adopted by the Association, shall be deemed secured by a lien upon such Lot enforceable in accordance with the provisions of Section 3.6. All remedies described in Article 11 hereof and all other rights and remedies available at law or equity shall be available in the event of any breach by any Owner, occupant or other party of any provision of this Article 8, or any other provision of this Declaration.
- Section 8.19 Exterior Audio Devices No horn, whistle, siren, bell, or other sound device shall be located, installed, or maintained in or upon exterior of any Lot.

- Section 8.20 Waivers or Modification; Additional Restrictions The Association or the Architectural Committee may waive or modify anyone or more of the foregoing restrictions. The Association may also further restrict or regulate the use and occupancy of the Addition and the Lots by reasonable rules and regulations of general application within the Addition adopted from time to time by the Association.
- Section 8.21 Private Roadway- This Roadway is a cross access Roadway shared by Lots 1 & 2. This Roadway shall not be blocked by any persons in lots 1 & 2. This roadway shall be maintained by the homeowners in lots 1 & 2 equally. Rock shall be the material for this roadway, and shall be maintained by adding rock as needed, grading, and making the roadway accessible for emergency vehicles if necessary. The County of Leavenworth Kansas is not responsible for any maintenance of this private roadway, nor is the developer.

#### ARTICLE IX MORTGAGES

- Section 9.1 Defaults Notwithstanding anything in this Declaration to the contrary, no breach or default of any term, provision, covenant, condition, restriction or easement contained in this Declaration shall defeat or adversely affect the lien of any mortgage on any property in the Addition; however, except as herein specifically provided otherwise, each and all of said terms, provisions, covenants, conditions, restrictions and easements shall be binding upon and effective against any Owner who acquires its title or interest by foreclosure, deed in lieu of foreclosure or the exercise of any other right or remedy under a mortgage, including the obligation to pay all assessments and Costs arising or accruing thereafter, in the same manner as any other Owner. An Owner who leases his Lot to another party shall be responsible for assuring compliance by the tenant with all of the provisions of this Declaration, the Association's Articles of Incorporation and Bylaws and the rules and regulations adopted by the Association, all as amended and supplemented from time to time, and such Owner shall be jointly and severally responsible with the tenant for any violations by the tenant.
- Section 9.2 Enforcement after Foreclosure Sale Without limiting any other rights or remedies herein provided or otherwise available at law or equity, an action to rectify any default or breach of this Declaration may be brought against a purchaser who has acquired title to a Lot through foreclosure of a mortgage and the subsequent sale of the Lot (or through any equivalent proceeding), and against the successors in interest of such purchaser, even though the default or breach existed prior to the purchaser's acquisition of title to or interest in the Lot.
- Section 9.3 Exercise of Owner's Rights During the pendency of any proceeding to foreclose a mortgage (including any period of redemption), the mortgagee, or a receiver appointed in any such action, may (but need not), if and to the extent permitted by such mortgage or by the other documents evidencing or securing the loan secured by such mortgage, exercise any or all of the rights and privileges of the Owner under this Declaration, including the right to vote as a member of the Association in the place and stead of the Owner.

#### ARTICLE X RIGHTS OF DEVELOPER

- Section 10.1 Notwithstanding anything in this Declaration to the contrary, Developer may at any time and from time to time prior to the Turnover Date, in its sole discretion, without the consent of any Builder or other Owner, Association member or other party, take any or all of the following actions:
- a) Subdivide any Lot owned by Developer into two or more Lots;
  - b) Combine any two or more Lots owned by Developer into fewer Lots;

- c) Add to the Addition any such land as may be owned or approved for addition by Developer;
- d) Dedicate portions of the Addition owned by Developer to any governmental or quasi-governmental body (including the City) if, in Developer's sole discretion, such dedication will benefit the Addition as a whole. Any such change, addition or dedication shall become effective upon the recording with the Register of Deeds of an amendment to this Declaration setting forth the same. No other Owner shall be entitled to further subdivide any Lot, nor combine any Lots without the Association's approval.

**ARTICLE XI  
REMEDIES**

- Section 11.1 General In the event of any breach or default by any Owner, occupant or other person or entity ("Defaulting Party") under this Declaration, the Association shall have all of the rights and remedies provided in this Declaration and otherwise available at law or equity, and may prosecute any action or other proceeding against the Defaulting Party for an injunction, whether affirmative or negative, or for enforcement or foreclosure of any lien herein provided, or for the appointment of a receiver for the affected Lot, or for damages or specific performance, or for judgment for the payment of money and collection thereof, or for any combination of remedies, or for any other relief, all without notice and without regard to the value of the affected Lot or the solvency of the Defaulting Party. Any and all such rights and remedies may be exercised by the Association at any time and from time to time, cumulatively or otherwise.
- Section 11.2 Expenses of Enforcement All expenses of the Association or any other person having rights of enforcement under this Declaration, in connection with any action or proceeding described in or permitted by this Article XI, including court costs, attorneys' fees and other fees and expenses, and all damages liquidated or otherwise, together with interest thereon until paid at the Default Rate of Interest, shall be charged to and assessed against the Defaulting Party and shall be deemed a special assessment against the Owner of the affected Lot, with respect to which special assessment the Association shall have a lien as provided in Articles III and XIII.
- Section 11.3 Right to Cure The Association and any manager or managing agent retained by the Association shall have the authority (but not the obligation) to correct any breach or default under this Declaration and to do whatever may be necessary for such purpose, and all expenses in connection therewith, together with interest thereon until paid at the Default Rate of Interest, shall be charged to and assessed against the Defaulting Party as a special assessment, with respect to which special assessment the Association shall have a lien as provided in Article III.
- Section 11.4 Limitation on Developer's Liability Notwithstanding anything to the contrary in this Declaration, it is expressly agreed that Developer (including any assignee of Developer's interest hereunder) shall not have any personal liability to the Association or to any Owner, tenant, occupant, Association member or other party arising under, in connection with or resulting from (including resulting from any action or failure to act with respect to) this Declaration, the Association, the Architectural Committee, the Association's Articles of Incorporation or Bylaws, the Design Standards or the rules or regulations adopted by the Association, or for any action taken or not taken pursuant to authority granted to Developer herein or therein. Developer's sole liability shall be limited to Developer's equity in Lots owned by Developer and no execution or other action shall be sought or brought against any other assets or be a lien upon any other assets of Developer.

**ARTICLE XII**

#### AMENDMENT AND TERMINATION

Section 12.1 Amendment by Association Subject to Section 12.2, the Association shall have the right to amend this Declaration by a written instrument setting forth the entire amendment, which amendment shall become effective when duly adopted and recorded with the Register of Deeds. Subject to Section 12.2, any proposed amendment must be first approved by a majority of the Board of Directors and then adopted by the members of the Association. Amendments may be adopted by the members of the Association (a) at a meeting of the members by the affirmative vote of at least two-thirds of all members entitled to vote at such meeting, or (b) without a meeting if all members have been duly notified of the proposed amendment and if two-thirds of all members entitled to vote, consent to the amendment in writing.

**Commented [DW4]:** Note that any amendments to the Declaration need to be recorded with the Recorder of Deeds.

**Commented [DW5]:** Need to set forth the voting procedures (what constitutes a quorum for an HOA meeting; does "majority" mean a majority of the quorum that is present, or majority of the Association as a whole, etc.). This may be covered in the By-Laws, but need to verify.

Section 12.2 Amendment by Developer Notwithstanding any other provision of this Declaration to the contrary, prior to the Turnover Date, Developer shall have the sole and exclusive right to amend this Declaration without the approval of the Board of Directors or members of the Association or the approval of any Builder, other Owner or other party, by a written instrument setting forth the entire amendment, which shall become effective upon its recording with the Register of Deeds. Provided further, this right to amend includes the Developer's right to amend Section 7.7(e)(3) by reducing the minimum square footage requirements by twenty percent (20%). After the Turnover Date, this Declaration may not be amended to delete the last sentence of Section 2.11 without the concurrence of Developer (unless Developer at that time no longer owns any Lots in the Addition).

Section 12.3 Term and Termination This Declaration shall continue in full force and effect until January 1, 2029. Thereafter, unless one year prior to January 2, 2029, an instrument signed by at least two-thirds of all Association members then entitled to vote shall be recorded with the Register of Deeds directing termination of this Declaration, this Declaration shall be automatically continued without any further notice for an additional period of 10 years and thereafter for successive periods of 10 years each; PROVIDED, that within one year prior to the expiration of any such 10-year period, this Declaration may be terminated as above provided in this Section.

#### ARTICLE XIII GENERAL PROVISIONS

Section 13.1 Annexation Additional land(s) may be included in the land covered hereby and become subject to this Declaration upon the filing of record of a Supplementary Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such real property; PROVIDED, HOWEVER, that such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary or appropriate to reflect the different character, if any, of the added real properties and as are not materially inconsistent with this Declaration and which do not adversely affect the concept of this Declaration. Furthermore, the following provisions shall apply:

- a) Prior to the Turnover Date, additional real property may be added and annexed to the land and scheme of the Declaration by the Developer in its sole discretion.
- b) After the Turnover Date, the Association may add or annex additional real property to the land and scheme of this Declaration by obtaining the consent of the Owners representing at least seventy-five percent (75%) of all votes of the Association membership.
- c) In the event any person or entity other than the Developer desires to add or annex additional residential properties and/or Common Facilities to the scheme of this Declaration, such proposed annexation must have the prior written consent and

approval of the Developer (prior to the Turnover Date) and at least seventy-five percent (75%) of the votes of all of the Association membership.

- d) Any real property additions or annexations made pursuant to this Section 13.1, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Developer, Association and the Architectural Committee to the real properties added or annexed.

- Section 13.2 Notices All notices, requests, consents, approvals and other communications required or permitted under this Declaration or the Association's Bylaws shall be in writing and shall be addressed to Developer at its address, Attn: Darla Miles; to the Association at the address specified in the Association's Bylaws, and to each Owner and member at the last address shown for such Owner or member on the records of the Association. Any party may designate a different address or addresses for itself by giving written notice of its change of address to the Association. All such notices, requests, consents, approvals and other communications shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of receipt thereof.
- Section 13.3 Performance by Developer Prior to the incorporation of the Association, Developer shall have the right, at its option, to perform the duties of the Association or the Architectural Committee, levy and collect the assessments and otherwise exercise the rights and powers herein given to the Association or the Architectural Committee in the same manner as if such powers and duties were herein given directly to Developer. Neither the Association nor the Architectural Committee shall assume any of the rights or powers herein provided without the consent of Developer and its relinquishment of such rights and powers; PROVIDED, HOWEVER, that nothing set forth herein shall be deemed to require Developer to perform or satisfy any duty or obligation to Owners or otherwise.
- Section 13.4 Assignment Developer Any and all of the rights, powers and easements of Developer herein contained may be assigned to any party which assumes the obligations of Developer pertaining to the particular rights, powers and easements assigned. Upon the recording with the Register of Deeds of a document of assignment whereby the assignee assumes and agrees to perform such obligations, such assignee shall, to the extent of such assignment, have the same rights, powers and easements and be subject to the same obligations with respect thereto as are herein given to and assumed by Developer, and Developer shall thereupon be released and relieved from all liability with respect to such obligations accruing from and after the date of recording of such assignment.
- Section 13.5 Terminology The words "include," "includes" and "including" shall be deemed followed by the phrase "without limitation." The words "herein," "hereof," "hereunder" and similar terms shall refer to this Declaration unless the context requires otherwise. Whenever the context so requires, the neuter gender includes the masculine and/or feminine gender, and the singular number includes the plural and vice versa.
- Section 13.6 Severability If any provision of this Declaration or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration and of the application of such provision in other circumstances shall not be affected thereby.

#### ARTICLE XIV COVENANTS RUNNING WITH THE LAND

Each Owner, by the acceptance of a deed creating an interest or estate in any land within the Addition, and the heirs, legal representatives, successors and assigns of each of the foregoing, accepts the same subject to the all of the terms, provisions, covenants, conditions, restrictions, reservations, easements and liens and subject to all of the rights, benefits and privileges of every kind which are granted, created, reserved or declared by this Declaration, and all impositions and obligations hereby imposed (including the imposition of personal liability for payment of assessments and other amounts owing hereunder), all of which shall be deemed covenants running with the land and shall bind every



Owner having any interest or estate in any land within the Addition, and shall inure to the benefit of any such person or entity, as though the provisions of this Declaration were recited at length in each and every deed, conveyance or other instrument evidencing or creating such interest or estate.

**IN WITNESS WHEREOF**, Developer has executed this Declaration to be duly executed the day and year first written above.

Milestone Ridge Plat 1, LLC

\_\_\_\_\_  
By: Darla A Miles  
Steve Miles, managers of Milestone Ridge Plat 1 LLC

STATE OF KANSAS; COUNTY OF LEAVENWORTH:

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Darla A Miles Manager of Milestone Ridge plat 1, LLC**, who are personally known to me to be the same people who executed the within instrument and each of them duly acknowledged the execution of same.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Exhibit "A"

FINAL PLAT OF Milestone Ridge Plat 1, LLC

LEGAL DESCRIPTION

**Milestone Ridge Plat 1 Lots 1, and 2 HOMES  
ASSOCIATION BY-LAWS**

**ARTICLE I  
DEFINITIONS**

"Association" - shall mean and refer to Milestone Ridge Homes Association, its successors or assigns, an Association of

"Common Areas" - shall be defined as real property acquired by, or conveyed to, the Association, to be owned by, or leased to, the Association for the benefit and use of its Members.

"Declarations" - as used in these By-laws, shall mean and refer to the Declaration of Restrictions of Milestone Ridge Plat 1 Lots 1 & 2, Homes Association, dated \_\_\_\_\_ and recorded with the Register of Deeds on \_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_ and as such may be further amended from time to time.

"Owner" - shall mean and refer to Milestone Ridge Plat 1 LLC., for the purposes of the application of these By-laws to the Association, or its successors or assigns within the Development. The term shall not refer to any individual Homeowner as a successor or assignee of Owner.

"Development" - shall mean and refer to the Milestone Ridge Plat 1, a Subdivision, and all subsequent phases and subdivisions developed on the property described on Exhibit "A" of the Declarations.

"Lot" - shall mean and refer to all tracts or parcels of ground designated on the plat of the Milestone Ridge Plat 1, Lots 1 & 2 a subdivision, and such tracts or parcels which may be subsequently platted within the Development.

"Private Roadway"- The Roadway to Lots 1 & 2 will be Private and not a public right-of-way. This Roadway shall be Gravel and maintained solely by the Homeowners of Lots 1 & 2; This shall be a cross-access Easement. The County of Leavenworth, Kansas is not responsible for maintaining this roadway whatsoever.

"Homeowner " - shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or portion thereof, which is a part of the Subdivision, but excluding those having such interest merely as a security for the performance of an obligation such as lenders and holders of mortgages. "Homeowner Owner" shall also mean and refer to buyers in possession under a contract for deed.

"Review Committee" - shall mean and refer to a committee appointed by ("Owner"), until such time as Owner has conveyed 100% of the Lots described above. At such time as 100% of the above-described Lots have been conveyed, a Review Committee

shall be established consisting of three (3) Homeowners Owners to be appointed annually by

the Board of Directors.

"Subdivision" - shall mean and refer to Milestone Ridge Plat 1, a subdivision of land in, Leavenworth County, Kansas, and such additional property as may be subsequently platted within the Development pursuant to the provisions of the Declarations.

## **ARTICLE II** **OFFICES**

- A. **Principal Office.** The principal office for the transaction of the business of the Association is hereby located at 15063 State Avenue, Basehor, Kansas.
  
- B. **Registered Office.** The Association, by resolution of its Board of Directors, may change the location of its registered office as designated in the Articles of Incorporation to any other place in Kansas. By like resolution, the resident agent at such registered office may be changed to any other person or corporation, including itself. Upon adoption of such a resolution, a certificate certifying the change shall be executed, acknowledged, and filed with the Secretary of State.

## **ARTICLE III** **OWNER'S CONTROL** **OF ASSOCIATION**

Notwithstanding anything in these By-laws to the contrary, the Owner shall maintain absolute and exclusive control over the Association, the Board of Directors, and the Review Committee, including appointment of the Association's Board of Directors and Review Committee until such time as 100% of the Lots within the Subdivision and the Development have been conveyed. Until such time, only the Owner will be entitled to cast any votes with respect to the election and removal of Association Directors, Officers and Review Committee members, or any other matters requiring the vote or approval of the Association members. At any time, the Owner may voluntarily (but in no event shall be required to) relinquish all or any part of the Owner's control and rights under this Article by written assignment. Such assignment shall not affect any rights not expressly relinquished thereunder.

So long as the Owner continues to own any Lots within the Development, the Owner reserves the exclusive right to amend these By-laws without approval of the Board, the Association Members, or any Homeowner.

**ARTICLE IV**  
**MEMBERSHIP AND MEETINGS OF MEMBERS**

- A. **Membership.** Every person or entity who is a Homeowner, as the term is defined by these By-laws and the Declarations, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Homeowner shall have more than one membership. Membership shall not be separated from ownership of any Lot. Ownership of any Lot shall be the sole qualification for membership.
- B. **Place of Meetings.** All annual meetings of members and all other meetings of members shall be held at the principal office of the Association unless another place within or without the State of Kansas is designated either by the Board of Directors pursuant to authority hereinafter granted to said Board, or by the written consent of all members entitled to vote there at, given either before or after the meeting and filed with the secretary of the Association.
- C. **Voting Rights.** Each Homeowner shall be entitled to vote one vote for each Lot in which he or she holds the interest required for membership by this Article. IV(A). When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
- D. **Meeting of Voting Members & Other Membership Matters.** The annual meetings of the members shall be held during the month of June, as determined by the Board of Directors. At such meeting directors shall be elected, reports of the affairs of the Association shall be considered, and any other business may be transacted which is within the power of the members.

Written notice of each annual meeting shall be given to each member entitled to vote, either personally or by mail or other means of written communication, charges prepaid, addressed to such member at his address appearing on the books of the Association or given by him to the Association for the purpose of notice. If a member gives no address, notice shall be deemed to have been given if sent by mail or other means of written communication addressed to the place where the principal office of the Association is situated, or if published at least once in some newspaper of general circulation in the county in which said office is located. All

such notices shall be sent to each member entitled thereto not less than ten (10) days nor more the fifty (50) days before each annual meeting, and shall specify the place, the day and the hour of such meeting, and shall state such other matters, if any, as may be expressly required by statute. If this bylaw as to the time and place of election of directors is changed, such notice shall be given to members at least twenty (20) days prior to such meeting.

- E. Special Meetings. Special meetings of the members, for any purpose or purposes whatsoever, may be called at any time by the president or by the Board of Directors, or by one or more members holding not less than one fifth of the voting power of the Association. Except in special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of members. Notices of any special meeting shall specify in addition to the place, day and hour of such meeting, the general nature of the business to be transacted.
- F. Voting Procedures. Unless the Board of Directors has fixed in advance a record date for purposes of determining entitlement to vote at the meeting, the record date for such determination shall be as of the close of business on the day next preceding the date on which the meeting shall be held. Such vote may be by voice or by ballot; provided, however, that all elections for directors must be by ballot upon demand made by a member at any election and before the voting begins. Every act or decision made by a majority of the members present at a meeting duly held at which a quorum is present shall be regarded as an act of the members, unless a greater number be required by law, these By-laws, or by the Articles of Incorporation.
- G. Quorum. At any meeting, the presence at the meeting of members or of proxies entitled to cast 25% of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at the first called meeting, another meeting may be called, subject to the notice requirements set forth in Article IV(D) and the quorum required on any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.
- H. Consent of Absentees. The transactions of any annual or special members meeting, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the members not present in person or by proxy, signs a written waiver of notice and consent to the holding of such meeting, and an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of

the meeting.

- I. Proxies. Every person entitled to vote or execute consents shall have the right to do so either in person or by one of more agents authorized by a written proxy executed by such person or his duly authorized agent, and filed with the secretary of the Association, provided that no such proxy shall be valid after the expiration of one. (1) year from the date of its execution, unless the person executing it specified therein the length of time for which such proxy is to continue in force.
- J. Inspection of Corporate Records. The membership ledger, the books of account, and minutes of proceedings of the members, the Board of Directors and of executive committees of directors shall be open to inspection upon the written demand of any member within five (5) days of such demand during ordinary business hours if for a purpose reasonably related to his interests as a member. A list of members entitled to vote shall be exhibited at any reasonable time and at meetings of the members when required by demand of any member at least twenty (20) days prior to the meetings. Such inspection may be made in person or by an agent or attorney authorized in writing by a member and shall include the right to make abstracts. Demand of inspection other than at a members' meeting shall be made in writing upon the president, secretary, or general manager of the Association.
- K. Inspection of By-laws. The Association shall keep in its principal office for the transaction of business the original or a copy of these By-laws as amended or otherwise altered to date, certified by the secretary, which shall be open to inspection by the members at all reasonable times during ordinary business hours.

## **ARTICLE V** **DIRECTORS**

- A. Powers. Subject to limitations of the Articles of Incorporation, the Declarations, the By-laws, the Owner's authority as stated in Article III of the By-laws and of the Kansas Corporation Code as to action which shall be authorized or approved by the members, and subject to the duties of directors as prescribed by the By-laws, all corporate powers shall be exercised by or under the authority of, and the conduct and affairs of the Association shall be controlled by, the Board of Directors. Without prejudice to such general powers but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers, to-wit:
  - 1. To recommend changes to the By-laws to the membership for a vote pursuant to the member's powers under Article X(F).

2. To select and remove all the other officers, agents, and employees of the Association, prescribe such powers and duties for them as may not be inconsistent with law, or with the Articles of Incorporation or the By-laws.
3. To conduct, manage, and control the affairs and business of the Association, and to make such rules and regulations therefore not inconsistent with the law, or with the Articles of Incorporation or the By-laws, as they may deem best.
4. To change the principal office and registered office for the transaction of the business of the Association from one location to another as provided in Article II hereof; to designate any place within or without the State of Kansas for the holding of any members' meeting or meetings except annual meetings.
5. To borrow money in any amount, provided however, such action shall be subject to the prior written approval of 51% of the members; and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges or other evidence of debt and securities, therefore.
6. To appoint an executive committee and other committees, and to delegate to such committees any of the powers and authority of the Board in management of the conduct and affairs of the Association, except the power to adopt, amend or repeal By-laws. Any such committee shall be composed of two or more directors.

B. Duties. The duties of the Board of Directors are:

1. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fifth (1/5th) of the members who are entitled to vote.
2. To supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.
3. To assess and collect dues from Association members under guidelines set forth in the Declarations and Article VIII of these By-laws, as each may be amended from time to time.



4. To procure and maintain adequate liability and hazard insurance on property owned by the Association and, if the Board deems it to be appropriate, adequate directors' and officers' liability insurance or errors and omissions insurance covering the officers and directors of the Association; and
  5. To interpret and enforce the provisions of the Declarations.
- C. Number and Qualification of Directors. Until such time as the Owner has conveyed 100% of the Lots, the authorized number of directors of the Association shall be three (3). When 100% of the Lots have been conveyed by the Owner or the Owner has relinquished control of the Board of Directors as provided in Article III above, the authorized number of directors of the Association shall be automatically increased to five (5), until changed by amendment to this bylaw. Directors must be members, unless appointed by the Owner.
- D. Election and Term of Office. After the Owner has relinquished its authority over this action or conveyed 100% of the Lots in the Development, the directors shall be elected at each annual meeting of voting members, but if any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at a special meeting of voting members held for the purpose as soon thereafter as convenient. All directors shall hold office until their respective successors are elected. A director can be removed from office at any time for good cause, by a majority vote of the voting members, and he may be removed without cause by 2/3rd vote of the voting members.
- E. Vacancies. After the Owner has relinquished its authority over this action or conveyed 100% of the Lots in the Development, vacancies on the Board of Directors may be filled by a majority of the remaining directors, although less than a quorum, or by a sole remaining director. If at any time, by reason of death, resignation, or other cause, the Association should have no directors in office, then any officer or any member may apply to the District Court for a decree summarily offering election as provided for by the Kansas Corporation Code. Each director so elected shall hold office until his successor is elected at an annual or a special meeting of the members.

A vacancy or vacancies on the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased, or if the members fail at any annual or special meeting or members at which any director or directors are elected to elect the full

authorized number of directors to be voted for at the meeting, or if any director or directors elected shall refuse to serve.

Any Member may call a Special Meeting of the Members at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director rendered to take effect at a future time, the Board shall have the power to appoint a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

- F. Place of Meeting. Regular and special meetings of the Board of Directors shall be held at any place within or without the State of Kansas which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation, all meetings shall be held at the principal office of the Association.
- G. Regular Meetings. Immediately following each annual meeting of the members, the Board of Directors shall hold a regular meeting for the purpose of organization, election of officers, appointment of the Review Committee and the transaction of other business. Notice of such meeting is hereby dispensed with.
- H. Other Regular Meetings. Other regular meetings of the Board of Directors shall be at least quarterly and held without call at such time as the Board of Directors may from time to time designate in advance of such meetings by Resolution. However, should the meeting day fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. Notice of all such regular meetings of the Board of Directors is hereby dispensed with.
- I. Special Meetings. Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by the president or, if he is absent or unable or refuses to act, by the vice president, secretary or by any two (2) directors. Notice of such special meetings, unless waived by attendance or by written consent to the holding of the meeting, shall be given by written notice not less than three (3) days prior to the meeting.
- J. Notice of Adjournment. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned.

- K. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called noticed of wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.
  
- L. Quorum. A majority of the total number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Articles of Incorporation. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum.
  
- M. Meetings by Telephone. Members of the Board of Directors of the Association, or any committee designated by such Board, may participate in a meeting of the Board of Directors by means of telephone conference, video conference, or similar communications equipment, by means of which all persons participating in the meeting can hear one another, and such participation in a meeting shall constitute presence in person at the meeting.
  
- N. Adjournment. A majority of the directors present may adjourn any directors' meeting to meet again at a stated day and hour or until the time fixed for the next regular meeting of the Board.
  
- O. Fees and Compensation. Directors shall not receive any payment for their services as Directors. Directors shall be entitled to reimbursement for actual expenses made on behalf of the Association.

## **ARTICLE VI** **OFFICERS**

- A. Officers. The officers of the Association shall be president, vice-president, a secretary, and a treasurer. The Association may also have such other officers as may be appointed in accordance with the provisions of Article VI(C). Any number of offices may be held by the same person.

- B. Election. The officers of the Association, except such officers as may be appointed in accordance with the provisions of (C) or (E) of this Article VI shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.
- C. Subordinate Officers, Etc. The Board of Directors may appoint such other officers as the conduct of the Association may require, each of whom shall have authority and perform such duties as are provided in these By-laws or as the Board of Directors may from time to time specify and shall hold office until he shall resign or shall be removed or otherwise disqualified to serve.
- D. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these By-laws for regular appointments to such office.
- E. Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office, at any regular or special meetings of the Board, or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors. Any officer may resign at any time by giving a written notice to the Board of Directors, or to the President or the Secretary of the Association. Any such resignation shall take effect at 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.
- F. President. The president shall be the chief executive officer of the Association and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and officers of the Association. The President shall preside at all meetings of the members and at all meetings of the Board of Directors, and shall be ex officio a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of an Association, and shall have such other powers and duties as may be prescribed by the Board of Directors or these By-laws.
- H. Secretary. The secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board of Directors may order, of all meetings of directors and members, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at directors' meetings, the number of shares present of

represented at members' meetings and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal office, a membership list, showing the names of the members and their addresses, the number, and dates of membership.

The Secretary shall give, or cause to be given, a notice of all the meetings of the members and of the Board of Directors required by these By-laws or by law to be given, and he shall keep the seal of the Association in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-laws.

- I. Treasurer. The Treasurer shall keep and maintain or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts and disbursements. The books of account shall at all reasonable times be open to inspection by any director.

The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Association with such depositories as may be designated by the Board of Directors, shall disburse He shall disburse the funds of the Association as may be ordered by the Board of Directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-laws. The Treasurer shall be bonded, if required by the Board of Directors.

## **ARTICLE VII** **COMMON AREAS**

- A. Governance; Rules and Regulations. Common Areas shall be governed by the following provisions:
1. The Board of Directors may limit the number of guests of members or occupants and may promulgate and establish rules and regulations for the use of any "Common Areas" or any facilities located thereon.
  2. The Board of Directors may establish and charge admission and other fees for the use for the use of any recreational facility, if any, situated upon the Common Areas.

3. The Board of Directors may suspend the voting rights and right to use any Common Areas or recreational facilities by a member or any other person for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 90 days for any infraction of its published rules and regulations.
4. The Board of Directors may dedicate or transfer any or part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes has been recorded, agreeing to such dedication or transfer, and unless written notice of such proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance of the vote.
5. Any member may delegate his right of enjoyment to the Common Areas and recreational facilities to the members of his family, or to tenants or contract purchasers who reside on the property.

#### **ARTICLE VIII** **ASSESSMENTS**

- A. Board of Directors Power to Assess. The Board of Directors shall have the authority to levy and collect annual and special assessments, and to enforce those assessments against the Townhouse Owners pursuant and subject to the terms and restrictions of Article VI of the Declarations, and these By-laws as they may be amended.
- B. Preparation of Budget. Not later than May 1 of every year, the Board of Directors shall adopt a budget for the Fiscal Year, which shall estimate all the Common Expenses, as defined in the Declarations, to be incurred by the Association during the Fiscal Year. The Board of Directors shall then establish the Annual Assessment for Common Expenses and shall determine the amount to be paid by and assessed to each Lot in accordance with the provisions of the Declarations. The Board of Directors shall then notify all the members, in writing prior to June 1<sup>st</sup>, of the proposed budget and Annual Assessment, and shall make such available for review at the Association's office.

Pursuant to the Declarations, the Annual Assessments shall commence as to a Townhouse Owner on the date when the residence on such Lot is first occupied. All properties owned by the Association, the Owner and all properties dedicated to and

accepted by, or otherwise owned or acquired by, a public authority shall be exempt from annual and special assessments.

**ARTICLE IX**  
**REVIEW COMMITTEE**

- A. Review Committee-Appointment. Until such time as the Owner has conveyed 100% of the Lots or relinquished the Owner's authority relative to the Review Committee pursuant to Article III, the Owner shall appoint the members of the Review Committee, who do not have to be Townhouse Owners. When 100% of the Lots of the Subdivision have been conveyed by the Owner or relinquished control of the Review Committee, the Board of Directors shall appoint a Review Committee comprised of three (3) Townhouse Owners, who shall thereafter be appointed annually. Any vacancies on the Review Committee shall be filled by the Board of Directors. The operations of the Review Committee shall be governed by the By-laws, and the Declarations.
- B. Review Committee Function. It is the purpose and function of the Review Committee to insure the best use and most appropriate development and improvement of the lands located within the Subdivision; to protect the Association and its members against such improper use of surrounding Lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of and provide for proper landscaping of the Subdivision; to guard against the erection thereon of poorly designed and proportioned structures and structures built of improper or unsuitable materials; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on the Lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide for a high quality and aesthetically pleasing type of improvements to the Subdivision, and thereby to enhance the value of investments made by Townhouse Owners within the Subdivision.

The Review Committee is specifically charged with plan review and approval as outlined in the Declarations, and interpretation and enforcement of the specific Development, Use and Building Standards established in and pursuant to the Declarations.

In the event any Homeowner shall attempt to construct or alter any improvements, except in compliance herewith, the Review Committee, the Association, or any Homeowner shall have the authority to seek injunctive or other appropriate relief to enforce compliance with the Declarations.

**ARTICLE X**  
**MISCELLANEOUS PROVISIONS**

- A. **Rules of Order.** The Board of Directors may adopt such rules of order it deems appropriate for the conduct of all members' and directors' meetings except as otherwise provided hereunder or in the Articles of Incorporation.
- B. **Indemnification of Directors and Officers.** When a person is sued, either alone or with others, because he is or was a director or officer of the Association, or of another Association serving at the request of this Association, in any proceeding arising out of his alleged misfeasance in the performance of his duties or out of any alleged wrongful act against the Association or by the Association, he shall be indemnified for his reasonable expenses, including attorneys' fees incurred in the defense of the proceedings, if both of the following conditions exist:
1. The person sued is successful in whole or in part, or the proceeding against him is settled with the approval of the Court.
  2. The Court finds that his conduct fairly and equitably merits such indemnity.
- The amount of such indemnity which may be assessed against the Association, its receiver, or its trustee, by the court in the same or in a separate proceeding shall be so much of the expenses, including attorneys' fees incurred in the defense of the proceedings, as the court determines and finds to be reasonable. Application for such indemnity may be made either by the person sued or by the attorney or other person rendering services to him in connection with the defense, and the court may order the fees and expenses to be paid directly to the attorney or other person, although he is not a party to the proceeding. Notice of the application for such indemnity shall be served upon the Association, its receiver, or its trustee, and upon the plaintiff and other parties to the proceeding. The court may order notice to be given also to the members in the manner provided in Article IV, for giving notice to the members' meetings, or in such form as the court directs.
- C. **Checks, Drafts, Etc.** All checks, drafts, or other orders for payment of money, notes or other evidence of indebtedness, issued in the name of or payable to the Association, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.
- D. **Annual Report.** No annual report to members shall be required, but the Board of Directors may cause to be sent to the members reports in such form and at such.



times as may be deemed appropriate by the Board of Directors.

- E. Contracts, Deeds, Etc., How Executed. The Board of Directors, except as in these By- laws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose in any amount, provided, however, that any deeds or other instruments conveying lands or any interest therein shall be executed on behalf of the Association by the president or vice-president, if there be one, or by any agent or attorney so authorized under letter of attorney or other written power which was executed on behalf of the Association by the president or vice-president.
  
- F. Amendment/ By-laws. Subject to the exclusive rights of amendment reserved to the Owner in Article X(G) below and after the Owner has conveyed 100% of the Lots, the By-laws may be amended at a meeting of the Association members upon the approval thereof of two - thirds of all of the Home Owners entitled to vote, or without any meeting if all Home Owners have been duly notified and if two - thirds of all of the Home Owners entitled to vote at such a meeting, if held, consent in writing to such amendment.
  
- G. Owner /Amendment. Until such time as the Owner has conveyed 100% of the Lots, the Owner reserves the exclusive right to amend these By-laws without approval of the Board, the Association members, or any Home Owner.
  
- H. Fiscal Year. The Association's Fiscal Year shall run from January 1 to December 31.
  
- I. Inconsistent Terms. Should any terms of these By-laws be interpreted to conflict with the terms of the Declarations, as they may be amended from time to time, then the terms of the Declarations shall control.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting secretary of Milestone Ridge Homes Association, a Kansas Nonprofit Corporation; and

(2) That the foregoing By-laws, comprising sixteen (16) pages, including this page, constitute the original By-laws of said Association, as duly adopted at the first meeting of the Board of Directors thereof duly held on the \_\_\_\_ day of \_\_\_\_\_ 2024.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Association this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

## Jake Hattock

---

**From:** Michele Romano  
**Sent:** Friday, May 17, 2024 8:02 AM  
**To:** Jake Hattock  
**Subject:** FW: FW: Proposed Subdivision - Milestone Ridge (SPN 24-049)

See FD response. I still have not heard from Evergy or Suburban

Michele D. Romano  
Administrative Assistant  
Direct 913-322-7164



---

**From:** Mike Lingenfelter <lingenfelm@fairmountfd.org>  
**Sent:** Thursday, May 16, 2024 6:52 PM  
**To:** Michele Romano <mr@schlagelassociates.com>  
**Subject:** Re: FW: Proposed Subdivision - Milestone Ridge (SPN 24-049)

Michele

Fairmount Township Fire Department will provide fire protection to the development. Moving forward I want to ensure that fire hydrants and roads will be installed according to codes. Any cul de sac needs a turning radius of 96'.

*Mike Lingenfelter, Fire Chief  
Fairmount Township Fire Department  
2624 N 155th St  
Basehor, Kansas 66007  
Work-[913-724-4911](tel:913-724-4911)  
Cell [913-306-0258](tel:913-306-0258)*

On Tue, May 14, 2024 at 3:58 PM Michele Romano <[mr@schlagelassociates.com](mailto:mr@schlagelassociates.com)> wrote:

Good Afternoon,

The County requires us to obtain “purveyance letters” from the applicable utility companies for this development.

Therefore this email is for verification and inquiry of service availability for the property located at approx. the SW corner of Parallel and 175<sup>th</sup> Street. We have Leavenworth County GIS and it shows you are the utility provider in this area. If that is not the case, or you are not the correct



May 31<sup>st</sup>, 2024

Leavenworth County Planning and Zoning Department  
Leavenworth County Courthouse  
300 Walnut Suite 212  
Leavenworth, Kansas 66048

RE: Milestone Ridge

Suburban Water, Inc. (SWC) has received the proposed plat for Milestone Ridge, Leavenworth County, KS. Suburban has completed an initial review of the proposed development. SWC has existing infrastructure located along Parallel Rd and 171st Street. SWC will provide water service to the proposed development. System improvements necessary to provide service to the proposed development will be provided by SWC to the developer upon approval of the preliminary and final plat approval by LVCO.

Sincerely,

Travis J Miles

President

## Allison, Amy

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**From:** Anderson, Kyle  
**Sent:** Monday, June 3, 2024 4:32 PM  
**To:** Allison, Amy  
**Subject:** RE: RE: DEV-24-046 Preliminary Plat - Milestone Ridge

We have not received any complaints on this property, and we are not aware of any septic systems currently installed on it.

Kyle Anderson  
Environmental Technician/Code Enforcement  
Leavenworth County Planning & Zoning  
300 Walnut St. Ste. 212  
Leavenworth, KS 66048  
913-684-1084

*Disclaimer: This message and any attachments are intended only for the use of the recipient or their authorized representative. The information provided in this email is limited in scope and response detail by available information, current zoning and subdivision regulations. Depending on the level of development, the applicable regulations can change. Final approval cannot be granted until a complete application has been submitted, reviewed and approved by the governing body. Nothing in this message or its contents should be interpreted to authorize or conclude approval by Leavenworth County.*

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Monday, June 3, 2024 4:21 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** RE: DEV-24-046 Preliminary Plat - Milestone Ridge

Good Afternoon,

The Leavenworth County Department of Planning and Zoning has received a request for a Preliminary Plat at 00000 171<sup>st</sup> St (PID 158-33-0-00-00-036.00).

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Monday, June 17, 2024.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at [pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov).

Thank you,

Amy Allison, AICP  
Deputy Director  
Planning & Zoning  
Leavenworth County  
913.364.5757

**Disclaimer**

# MEMO

**To:** Amy Allison  
**From:** Chuck Magaha  
**Subject:** Milestone Ridge Subdivision  
**Date:** July 10, 2024

Amy, I have reviewed the preliminary plat of the Milestone Ridge Subdivision presented by Steven and Darla Miles. The subdivision meets the requirements for a fire hydrant and supported with a 6" water line as stated in the subdivision guidelines. The area in which the subdivision is proposed, fire hydrants should be placed along the right-a-way of proposed street of 169<sup>th</sup> Street and Parallel then every 500 feet to the Cul-de-sac, and the other Lots along 171<sup>st</sup> are covered with an existing hydrant at the road right away on 171<sup>st</sup> Street.. This will meet the requirements for this subdivision.

I have no further recommendation for this subdivision.

If you have any questions please call me 684-0455.

**10-29-24  
Combined PW  
Approved**

# **Preliminary Stormwater Management Plan**

prepared for

## **Milestone Ridge Leavenworth County, KS**

Prepared:

May 10, 2024

Revised: August 12, 2024

Revised: September 20, 2024

Revised: October 15, 2024

prepared by

## **SCHLAGEL & ASSOCIATES, PA**

14920 W 107<sup>th</sup> ST

Lenexa, Kansas

(913) 492-5158

Schlagel & Associates Project 24-049

prepared for

## **Steve & Darla Miles**



## Allison, Amy

---

**From:** Boone Heston <Boone.Heston@evergy.com>  
**Sent:** Monday, November 25, 2024 7:30 AM  
**To:** Allison, Amy  
**Subject:** Re: [EXTERNAL]Milestone Ridge Plat - Leavenworth County

**Notice:** This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Internal Use Only

Good morning,

Evergy will be the electric utility provider for both phases of this subdivision.

Thank you,

### Boone Heston

SR TD Designer  
Leavenworth, KS

**Evergy**

[Boone.Heston@evergy.com](mailto:Boone.Heston@evergy.com)

O 785-508-2590

---

**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Friday, November 22, 2024 2:29 PM  
**To:** Boone Heston <Boone.Heston@evergy.com>  
**Subject:** [EXTERNAL]Milestone Ridge Plat - Leavenworth County

### This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Good Afternoon Boone,

Jake Hattock sent over the attached email about the equipment and timing of providing electricity to the Milestone Ridge subdivision. Can you verify that Evergy can provide service to both phases of this subdivision?

Thank you,

Amy Allison, AICP  
Deputy Director  
Planning & Zoning  
Leavenworth County  
913.364.5757



12-09-24  
No Further  
Comment

# FINAL PLAT OF MILESTONE RIDGE, FIRST PLAT CROSS ACCESS EASEMENT OF PART OF LOT 1 IN THE SW 1/4 OF SEC. 33-10T-22R, IN LEAVENWORTH COUNTY, KANSAS

### DESCRIPTION:

A Tract of land in the Southwest One-Quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M. in Leavenworth County, Kansas, described by Aaron T. Reuter, Kansas PS-1429, of Schlagel, Kansas LS-54, on September 24, 2024, as follows:

Commencing at the Southwest corner of said Southwest One-Quarter; thence along the West line of said Southwest One-Quarter, North 01 degrees 39 minutes 58 seconds West, a distance of 789.59 feet to the Point of Beginning; thence continuing along said West line, North 01 degrees 39 minutes 58 seconds West, a distance of 341.25 feet; thence North 87 degrees 40 minutes 19 seconds East, a distance of 956.00 feet; thence South 01 degrees 39 minutes 58 seconds East, a distance of 341.25 feet; thence South 87 degrees 40 minutes 19 seconds West, a distance of 956.00 feet to the Point of Beginning, and containing 7.4888 acres, more or less.

### CERTIFICATION AND DEDICATION:

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: "MILESTONE RIDGE, FIRST PLAT"

Easements or licenses to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water lines, gas lines, sewer pipes, poles, wires, drainage facilities, ducts, cables and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easements" or (U/E) are hereby granted to Leavenworth County, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easements for and said purposes.

An easement to enter and exit under or over the area outlined and designated on this plat as "Cross Access Easement" or "C.A.E.", is hereby granted over Lot 1 for the benefit of Lot 2 for said purposes. Maintenance is to be shared between the owners of said Lots 1 and 2. Home Owner's Association (H.O.A.) recorded at the Leavenworth County Register of Deeds Office Doc # \_\_\_\_\_

Leavenworth County shall bear no responsibility for any maintenance and upkeep of the cross access easement, drive and drive appurtenances.

Right of way shown hereon is from Road Record BK. F, PG. 144 and ST-42 Bridge Plans 1980. No new right of way being dedicated with this plat.

Building Lines or Setback Lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the Road Right of way line.

### RESTRICTIONS:

- Leavenworth County Conservation District recommends sediment and erosion control procedures during construction activities.
- Property is subject to restrictions to be recorded by a separate document.
- Private sewage disposal shall be per Leavenworth County Sanitary Code. Engineered wastewater disposal systems may be required.
- Lots 1 and 2 are impacted by the 100 year flood zone. Any building to be constructed in or near the special flood hazard shall provide an elevation certificate to be approved by Leavenworth County prior to the issuance of a building permit along with any other applicable Federal, State or Local permit.
- All Lots are subject to current Access policy resolution. Lots 1 and 2 only have access to 171st Street through the Cross Access Easement.
- Accessory buildings on lots less than 2.51 acres shall be limited to 2.5% of the lot square footage.
- All Structures built within this subdivision shall be built in compliance with Resolution 2020-39, or as amended.

### NOTES:

1. ZONING: R1 (43), Rural Residential, 1 acre parcels (Existing and Proposed).
2. Proposed use - Residential / Current use - Agricultural
3. Utilities: Water - Suburban, Electric - Evergy, Sewer - Septic.
4. MLOs are set 2' above BFE map elevations provided Nov. 17th, 2024 by Kansas DWR, with effective date of July 16th, 2015.

### SURVEYORS NOTES:

1. Basis of bearings is the Kansas State Plane Coordinate System (NAD 83, Kansas North Zone).
2. A portion of this property lies within Flood Zone A, (No Base Flood Elevations determined), Shown hereon, provided by Leavenworth County GIS and verified with FIRM MAP NO. 20103C0238G, REVISED 7-16-2015. The remainder of this Property lies within Flood Zone X, (areas determined to be outside the 0.2% annual chance floodplain).
3. This Survey has been prepared with the benefit of Owners and Encumbrance Report by Lawyers Title of Kansas, Inc., Case Number 47807, Dated 06/25/2024 at 7:00 am. Easements shown have been taken from this report.
4. Easement to The Kansas Electric Power Company, BK 344, PG 448 does not have a defined width.
5. Reference surveys: Survey filed May 10, 2018, recorded in Document No. 2018S026.
6. Legal Reference: Owners and Encumbrance Report by Lawyers Title of Kansas, Inc., Case Number 47807, Dated 06/25/2024 at 7:00 am.
7. The Error of Closure noted for the Plat is 1 : 2594500000.00
8. A minimum of 2 feet long 1/2" rebar with LS-54 caps, are to be set at all lot corners (front and rear, except those already set as plat corners).

### LEAVENWORTH COUNTY BENCHMARK:

CONTROL POINT: LV00-0311  
MONUMENT DESCRIPTION:  
ALUMINUM KDOT CAP STAMPED "HCP LV 311" IN MASS OF CONCRETE FLUSH WITH THE GROUND.

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED IN MARCH OF 2024. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

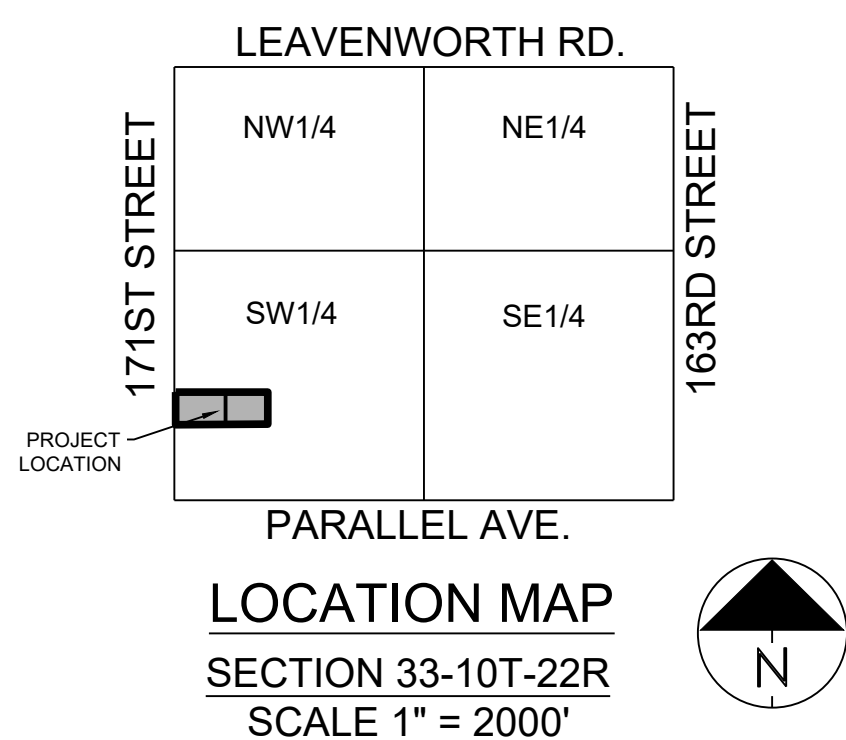
Aaron T. Reuter - Land Surveyor  
KS# LS-1429

PROPERTY OWNER:  
STEVEN M. & DARLA A. MILES,  
PO BOX 458 BASEHOR, KS  
66007-0458

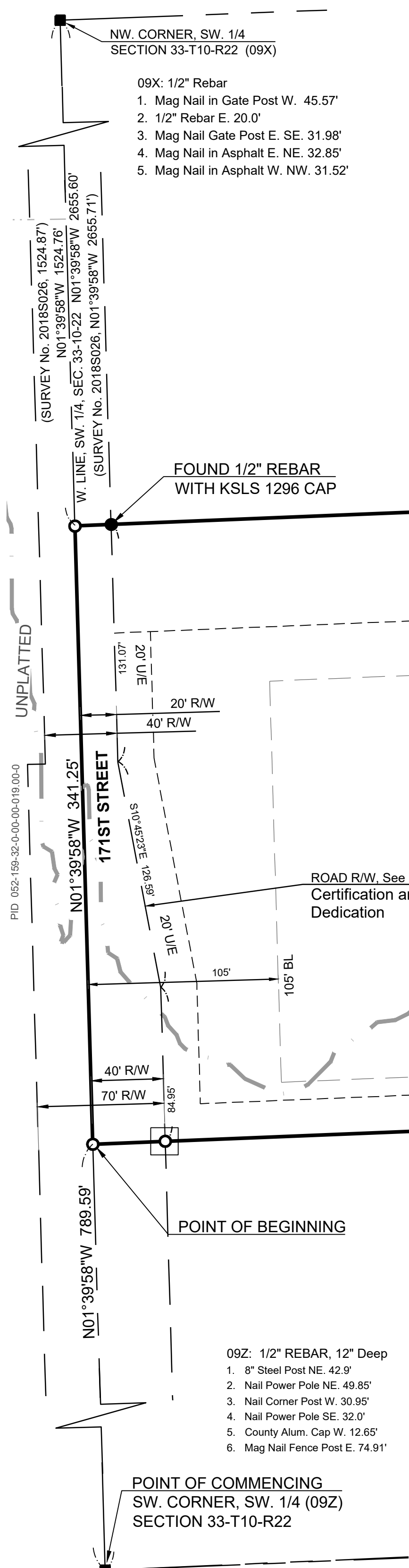
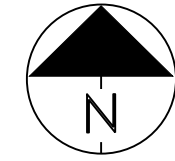


DATE 11/07/2024  
DRAWN BY JWT  
CHECKED BY SCH  
PROJ. NO. 24-049

FINAL PLAT OF  
MILESTONE RIDGE  
FIRST PLAT  
SHEET NO. 1



LOCATION MAP  
SECTION 33-10T-22R  
SCALE 1" = 2000'



- 09X: 1/2" Rebar  
1. Mag Nail in Gate Post W. 45.57'  
2. 1/2" Rebar E. 20.0'  
3. Mag Nail Gate Post E. SE. 31.98'  
4. Mag Nail in Asphalt E. NE. 32.85'  
5. Mag Nail in Asphalt W. NW. 31.52'

UNPLATTED (SURVEY No. 2018S026, 1524.87')  
W. LINE, SW. 1/4, SEC. 33-10-22, N01°39'58"W 265.60'  
(SURVEY No. 2018S026, N01°39'58"W 265.71')

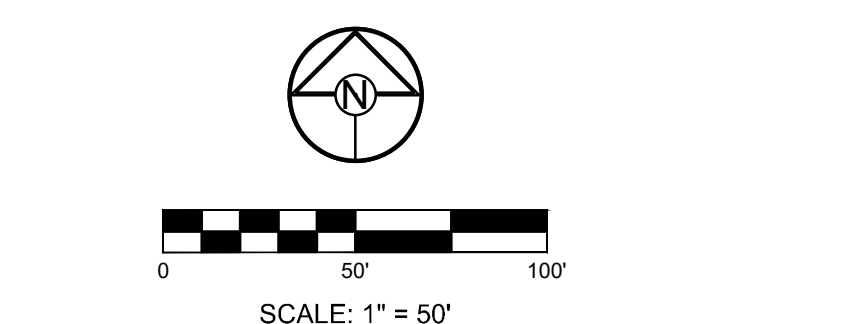
FOUND 1/2" REBAR WITH KSLs 1296 CAP

UNPLATTED (SURVEY No. 2018S026, 1524.87')  
N01°39'58"W 341.25'  
(SURVEY No. 2018S026, N01°39'58"W 265.71')

UNPLATTED (SURVEY No. 2018S026, 1524.87')  
N01°39'58"W 789.59'

- 09Z: 1/2" REBAR, 12" Deep  
1. 8" Steel Post NE. 42.9'  
2. Nail Power Pole NE. 49.85'  
3. Nail Corner Post W. 30.95'  
4. Nail Power Pole SE. 32.0'  
5. County Alum. Cap W. 12.65'  
6. Mag Nail Fence Post E. 74.91'

POINT OF COMMENCING  
SW. CORNER, SW. 1/4 (09Z)  
SECTION 33-T10-R22



SCALE: 1" = 50'  
BASIS OF BEARINGS:  
NAD83 - KANSAS NORTH ZONE  
WEST LINE OF SOUTHWEST 1/4,  
SEC. 33-10-22 BEARING N 01°39'58" W

BUILDING SETBACKS:  
FRONT - 30'  
SIDE - 10'  
REAR - 30'  
171ST ST. 105' FROM CENTERLINE (SECTION LINE)

LEGEND:  
--- EXISTING LOT AND PROPERTY LINES  
--- EXISTING PLAT AND RW LINES  
BL - BUILDING LINE  
PID - PARCEL IDENTIFICATION NO.  
U/E - UTILITY EASEMENT  
R/W - RIGHT-OF-WAY  
C.A.E. - CROSS ACCESS EASEMENT  
PLAT CORNERS (CONTROLLING CORNERS OF SUBDIVISION)  
■ FOUND MONUMENT AS NOTED  
○ SET 1/2" REBAR W/LS-54 CAP IN CONCRETE UNLESS OTHERWISE NOTED  
○ SET 1/2" REBAR W/LS-54 CAP

### ACKNOWLEDGMENT:

IN TESTIMONY WHEREOF, the undersigned proprietors have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_ 202\_\_.

STEVEN M. MILES \_\_\_\_\_ DARLA A. MILES \_\_\_\_\_

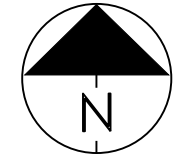
STATE OF KANSAS )  
COUNTY OF \_\_\_\_\_ ) ss.

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_ day of \_\_\_\_ 202\_\_ by \_\_\_\_\_

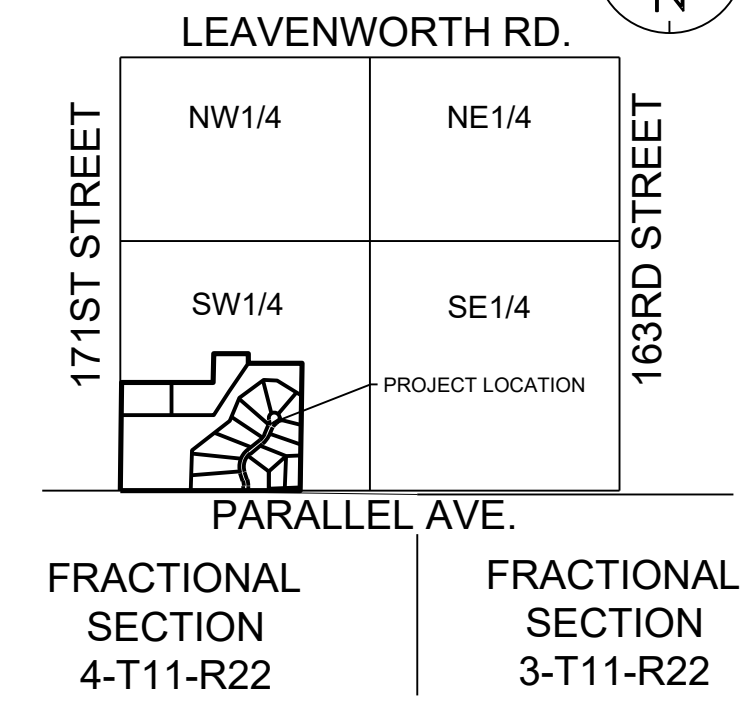
Notary Public \_\_\_\_\_ My Appointment Expires \_\_\_\_\_

# PRELIMINARY PLAT OF MILESTONE RIDGE FIRST AND SECOND PLAT PART OF THE SW 1/4 OF SEC. 33-10T-22R, IN LEAVENWORTH COUNTY, KANSAS

**LOCATION MAP**  
SECTION 33-10T-22R  
SCALE 1" = 2000'



12-09-24  
No Further  
Comment



FRACTIONAL SECTION 4-T11-R22

FRACTIONAL SECTION 3-T11-R22

PARENT TRACT PARCEL #  
158330000036000

**NOTES:**

1. All features and utilities shown hereon are existing and there are new streets, alleys, pedestrian ways and grounds proposed to be dedicated for parks, schools, or any public or semi-public use.
2. Basis of bearings is the Kansas State Plane Coordinate System (NAD) 83, Kansas North Zone.
3. A portion of this property lies within Flood Zone A. (No Base Flood Elevations determined). Shown hereon, provided by Leavenworth County GIS and verified with FIRM MAP NO. 20103C0238G, REVISED 7-16-2015, REVISED 7-16-2015. The remainder of this Property lies within Flood Zone X, (areas determined to be outside the 0.2% annual chance floodplain).
4. This Survey has been prepared with the benefit of Owners and Encumbrance Report. Provided by Lawyers Title of Kansas, Inc. Case No: 47807. Easements shown have been taken from this report.
5. Reference surveys: Survey filed May 10, 2018, recorded in Document No. 20185026.
6. Deed Reference: DOC #2019R00626 and #2014R02190.
7. The Error of Closure noted for the Plat is 1 : 10194920.06
8. ZONING: R1 (43), Rural Residential, 1 acre parcels (Existing and Proposed).
9. Proposed use - Residential / Current use - Agricultural
10. Utilities: Water - Suburban, Electric - Overhead, Sewer - Septic.
11. All sanitary sewer service will be provided by septic tank and lateral systems. Depending upon soil conditions, an engineered septic system may be required.
12. Septic Systems shall comply with the Leavenworth County Zoning and Subdivision Regulations.
13. Approval of the Subdivision does not warranty new access to such lots. An approved county driveway permit is required for any new access of off County public roadways.
14. Fences lines do not necessarily indicate property lines.
15. Lots 7 - 16 contain FEMA Zone A Floodplain. Any building to be constructed in or near the special flood hazard shall provide an elevation certificate to be approved by Leavenworth County, prior to the issuance of building permit along with any other applicable Federal, State or Local permit.
16. Prepared for Steven M. & Darla A. Miles
17. MLOs are set 2' above BFE map elevations provided Nov. 17th, 2024 by Kansas DWR, with effective date of July 16th, 2015.

**DESCRIPTION:**

A Tract of land in the Southwest One-Quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M. in Leavenworth County, Kansas being more particularly described as follows:

Beginning at the Southwest corner of the Southwest One-Quarter of said Section 33; thence along the West line of said Southwest One-Quarter, North 01 degrees 39 minutes 58 seconds West, a distance of 1130.84 feet; thence North 87 degrees 40 minutes 19 seconds East, a distance of 956.00 feet; thence North 01 degrees 39 minutes 58 seconds East, a distance of 364.00 feet; thence South 01 degrees 39 minutes 58 seconds East, a distance of 99.00 feet to a point on the North line of the South One-Half of said Southwest One-Quarter; thence along said North line, North 87 degrees 40 minutes 19 seconds East, a distance of 561.66 feet; thence South 01 degrees 21 minutes 56 seconds East, a distance of 1322.09 feet to a point on the South line of said Southwest One-Quarter; thence along said South line, South 87 degrees 29 minutes 34 seconds West, a distance of 1874.80 feet to the Point of Beginning, and containing 53.6268 acres, more or less.

**CERTIFICATION AND DEDICATION:**

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: "MILESTONE RIDGE"

Easements or licenses to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water lines, gas lines, sewer pipes, poles, wires, drainage facilities, ducts, cables and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easements" or (U/E) are hereby granted to Leavenworth County, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easements for and said purposes.

Streets shown on the accompanying plat and not heretofore dedicated for public use are hereby so dedicated by easement.

Building Lines or Setback Lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the Road Right of way line.

An easement to enter and exit under or over the area outlined and designated on this plat as "Cross Access Easement" or "C.A.E.", is hereby granted over Lot 1 for the benefit of Lot 2 for said purposes. Maintenance is to be shared between the owners of said Lots 1 and 2. Home Owner's Association (H.O.A.) recorded at the Leavenworth County Register of Deeds Office Doc # \_\_\_\_\_

Leavenworth County shall bear no responsibility for any maintenance and upkeep of the cross access easement, drive and drive appurtenances.

**RESTRICTIONS:**

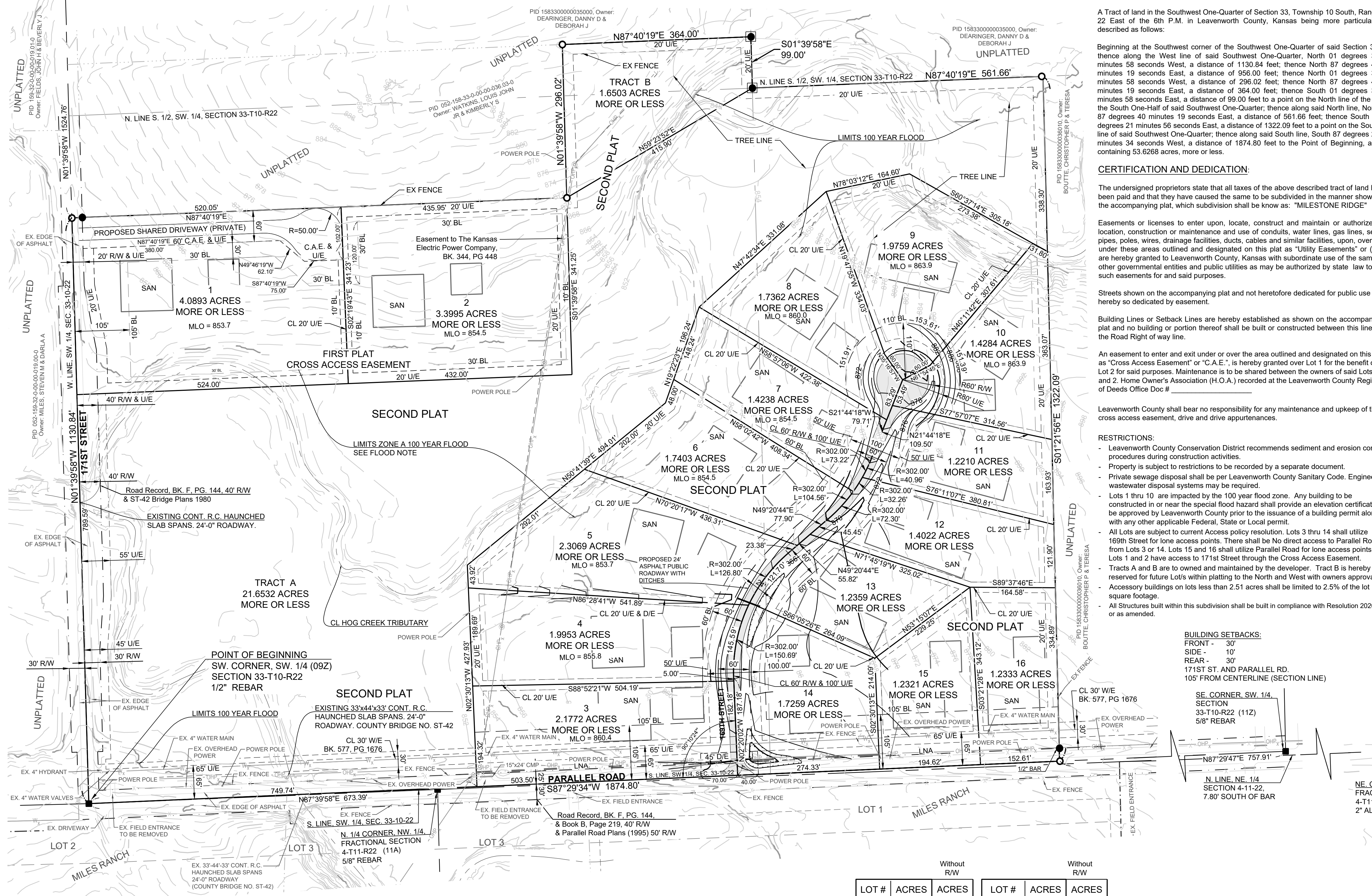
- Leavenworth County Conservation District recommends sediment and erosion control procedures during construction activities.
- Property is subject to restrictions to be recorded by a separate document.
- Private sewage disposal shall be per Leavenworth County Sanitary Code. Engineered wastewater disposal systems may be required.
- Lots 1 thru 10 are impacted by the 100 year flood zone. Any building to be constructed in or near the special flood hazard shall provide an elevation certificate to be approved by Leavenworth County prior to the issuance of a building permit along with any other applicable Federal, State or Local permit.
- All Lots are subject to current Access policy resolution. Lots 3 thru 14 shall utilize 169th Street for lone access points. There shall be No direct access to Parallel Road from Lots 3 or 14. Lots 15 and 16 shall utilize Parallel Road for lone access points. Lots 1 and 2 have access to 171st Street through the Cross Access Easement.
- Tracts A and B are to be owned and maintained by the developer. Tract B is hereby reserved for future Lots within platting to the North and West with owners approval.
- Accessory buildings on lots less than 2.51 acres shall be limited to 2.5% of the lot square footage.
- All Structures built within this subdivision shall be built in compliance with Resolution 2020-39, or as amended.

**BUILDING SETBACKS:**  
FRONT - 30'  
SIDE - 10'  
REAR - 30'  
171ST ST. AND PARALLEL RD.  
105' FROM CENTERLINE (SECTION LINE)

**SE CORNER SW 1/4 SECTION 33-10-R22 (11Z) 5/8" REBAR**

**N. LINE NE 1/4 SECTION 4-11-22, 7.80' SOUTH OF BAR**

**NE CORNER NE 1/4 FRACTIONAL SECTION 4-T11-R22 (13A) 2" ALUMINUM CAP**



**LEGEND:**

- EXISTING LOT AND PROPERTY LINES
- EXISTING PLAT AND R/W LINES
- BL - BUILDING LINE
- U/E - UTILITY EASEMENT
- R/W - RIGHT-OF-WAY
- SAN - SANITARY LEACH AREA

**PLAT CORNERS (CONTROLLING CORNERS OF SUBDIVISION)**

- FOUND MONUMENT AS NOTED
- FOUND 1/2" REBAR WITH KSL'S 1296 CAP UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR PLACED CONCRETE UNLESS OTHERWISE NOTED
- SET 1/2" REBAR W/L-S-54 CAP UNLESS OTHERWISE NOTED

SCALE: 1" = 100'

**BASIS OF BEARINGS:**  
NAD83 - KANSAS NORTH ZONE  
SOUTH LINE OF SOUTHWEST 1/4, SEC. 33-10-22 BEARING S 87°29'34" W

THIS PRELIMINARY PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED IN MARCH OF 2024. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. PREPARED BY: AARON T. REUTER

**LEAVENWORTH COUNTY BENCHMARK:**  
CONTROL POINT: LVCO-0311  
MONUMENT DESCRIPTION: ALUMINUM KDOT CAP STAMPED "HCP LV 311" IN MASS OF CONCRETE FLUSH WITH THE GROUND.

| LOT # | Without R/W |       | Without R/W |       |
|-------|-------------|-------|-------------|-------|
|       | ACRES       | ACRES | LOT #       | ACRES |
| 1     | 4.09        | 3.86  | 10          | 1.43  |
| 2     | 3.40        | 3.40  | 11          | 1.22  |
| 3     | 2.18        | 1.78  | 12          | 1.40  |
| 4     | 2.00        | 1.89  | 13          | 1.24  |
| 5     | 2.31        | 2.20  | 14          | 1.73  |
| 6     | 1.74        | 1.63  | 15          | 1.23  |
| 7     | 1.42        | 1.32  | 16          | 1.23  |
| 8     | 1.74        | 1.63  | TRACT A     | 21.65 |
| 9     | 1.98        | 1.91  | TRACT B     | 1.65  |

**AREAS SHOWN ON LOTS INCLUDE R/W**

FIRST PLAT: LOTS 1 thru 2 7.4888 acres  
SECOND PLAT: LOTS 3 thru 16 46.1380 acres  
TOTAL: 16 LOTS 53.6268 acres

PROPERTY OWNER:  
STEVEN M. & DARLA A. MILES,  
PO BOX 458 BASEHOR, KS  
66007-0458

**SCHLAGEL**  
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS  
14520 West 107th Street • Lenexa, Kansas 66215  
Ph: (913) 492-5158 • Fax: (913) 492-8400 • WWW.SCHLAGELASSOCIATES.COM  
Kansas State Certificates of Authority #E-296 #LA-29 #LS-54

|             |           |  |
|-------------|-----------|--|
| DATE        | 5/22/2024 | <b>PRELIMINARY PLAT OF<br/>MILESTONE RIDGE</b> |
| DRAWN BY    | JWT       |  |
| CHECKED BY  | SCH       |  |
| PROJ. NO.   | 24-049    |  |
| SHEET NO. 1 |           |  |

FINAL PLAT OF  
**MILESTONE RIDGE, FIRST PLAT**  
CROSS ACCESS EASEMENT OF PART OF LOT 1  
IN THE SW 1/4 OF SEC. 33-10T-22R, IN LEAVENWORTH COUNTY, KANSAS

**DESCRIPTION:**

A Tract of land in the Southwest One-Quarter of Section 33, Township 10 South, Range 22 East of the 6th P.M. in Leavenworth County, Kansas, described by Aaron T. Reuter, Kansas PS-1429, of Schlagel, Kansas LS-54, on September 24, 2024, as follows:

Commencing at the Southwest corner of said Southwest One-Quarter; thence along the West line of said Southwest One-Quarter, North 01 degrees 39 minutes 58 seconds West, a distance of 789.59 feet to the Point of Beginning; thence continuing along said West line, North 01 degrees 39 minutes 58 seconds West, a distance of 341.25 feet; thence North 87 degrees 40 minutes 19 seconds East, a distance of 956.00 feet; thence South 01 degrees 39 minutes 58 seconds East, a distance of 341.25 feet; thence South 87 degrees 40 minutes 19 seconds West, a distance of 956.00 feet to the Point of Beginning, and containing 7.4888 acres, more or less.

**CERTIFICATION AND DEDICATION:**

The undersigned proprietors state that all taxes of the above described tract of land have been paid and that they have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be known as: "MILESTONE RIDGE, FIRST PLAT"

Easements or licenses to enter upon, locate, construct and maintain or authorize the location, construction or maintenance and use of conduits, water lines, gas lines, sewer pipes, poles, wires, drainage facilities, ducts, cables and similar facilities, upon, over and under these areas outlined and designated on this plat as "Utility Easements" or (U/E) are hereby granted to Leavenworth County, Kansas with subordinate use of the same by other governmental entities and public utilities as may be authorized by state law to use such easements for and said purposes.

An easement to enter and exit under or over the area outlined and designated on this plat as "Cross Access Easement" or "C.A.E.", is hereby granted over Lot 1 for the benefit of Lot 2 for said purposes. Maintenance is to be shared between the owners of said Lots 1 and 2. Home Owner's Association (H.O.A.) recorded at the Leavenworth County Register of Deeds Office Doc # \_\_\_\_\_

Leavenworth County shall bear no responsibility for any maintenance and upkeep of the cross access easement, drive and drive appurtenances.

Right of way shown hereon is from Road Record BK. F, PG. 144 and ST-42 Bridge Plans 1980. No new right of way being dedicated with this plat.

Building Lines or Setback Lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be built or constructed between this line and the Road Right of way line.

**RESTRICTIONS:**

- Leavenworth County Conservation District recommends sediment and erosion control procedures during construction activities.
- Property is subject to restrictions to be recorded by a separate document.
- Private sewage disposal shall be per Leavenworth County Sanitary Code. Engineered wastewater disposal systems may be required.
- Lots 1 and 2 are impacted by the 100 year flood zone. Any building to be constructed in or near the special flood hazard shall provide an elevation certificate to be approved by Leavenworth County prior to the issuance of a building permit along with any other applicable Federal, State or Local permit.
- All Lots are subject to current Access policy resolution. Lots 1 and 2 only have access to 171st Street through the Cross Access Easement.
- Accessory buildings on lots less than 2.51 acres shall be limited to 2.5% of the lot square footage.
- All Structures built within this subdivision shall be built in compliance with Resolution 2020-39, or as amended.

**NOTES:**

1. ZONING: R1 (43), Rural Residential, 1 acre parcels (Existing and Proposed).
2. Proposed use - Residential / Current use - Agricultural
3. Utilities: Water - Suburban, Electric - Evergy, Sewer - Septic.
4. MLOs are set 2' above BFE map elevations provided Nov. 17th, 2024 by Kansas DWR, with effective date of July 16th, 2015.

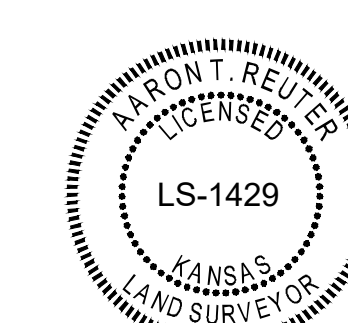
**SURVEYORS NOTES:**

1. Basis of bearings is the Kansas State Plane Coordinate System (NAD 83, Kansas North Zone).
2. A portion of this property lies within Flood Zone A, (No Base Flood Elevations determined), Shown hereon, provided by Leavenworth County GIS and verified with FIRM MAP NO. 20103C0238G, REVISED 7-16-2015. The remainder of this Property lies within Flood Zone X, (areas determined to be outside the 0.2% annual chance floodplain).
3. This Survey has been prepared with the benefit of Owners and Encumbrance Report by Lawyers Title of Kansas, Inc., Case Number 47807, Dated 06/25/2024 at 7:00 am. Easements shown have been taken from this report.
4. Easement to The Kansas Electric Power Company, BK 344, PG 448 does not have a defined width.
5. Reference surveys: Survey filed May 10, 2018, recorded in Document No. 2018S026.
6. Legal Reference: Owners and Encumbrance Report by Lawyers Title of Kansas, Inc., Case Number 47807, Dated 06/25/2024 at 7:00 am.
7. The Error of Closure noted for the Plat is 1 : 2594500000.00
8. A minimum of 2 feet long 1/2" rebar with LS-54 caps, are to be set at all lot corners (front and rear, except those already set as plat corners).

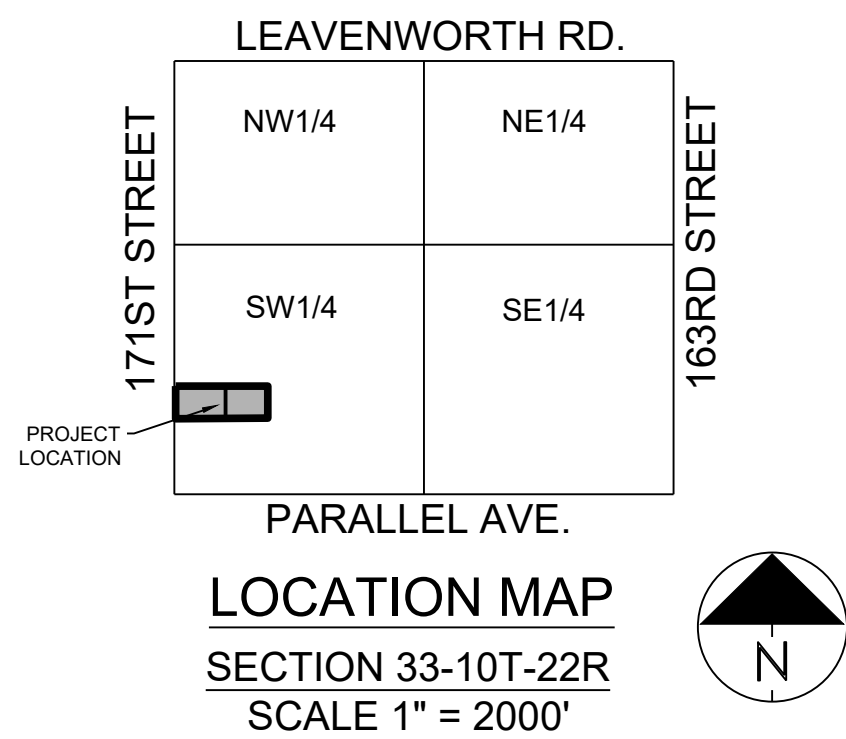
**LEAVENWORTH COUNTY BENCHMARK:**  
CONTROL POINT: LV00-0311  
MONUMENT DESCRIPTION:  
ALUMINUM KDOT CAP STAMPED "HCP LV 311" IN MASS OF CONCRETE FLUSH WITH THE GROUND.

I HEREBY CERTIFY THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION BASED ON A FIELD SURVEY PERFORMED IN MARCH OF 2024. THE DETAILS SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

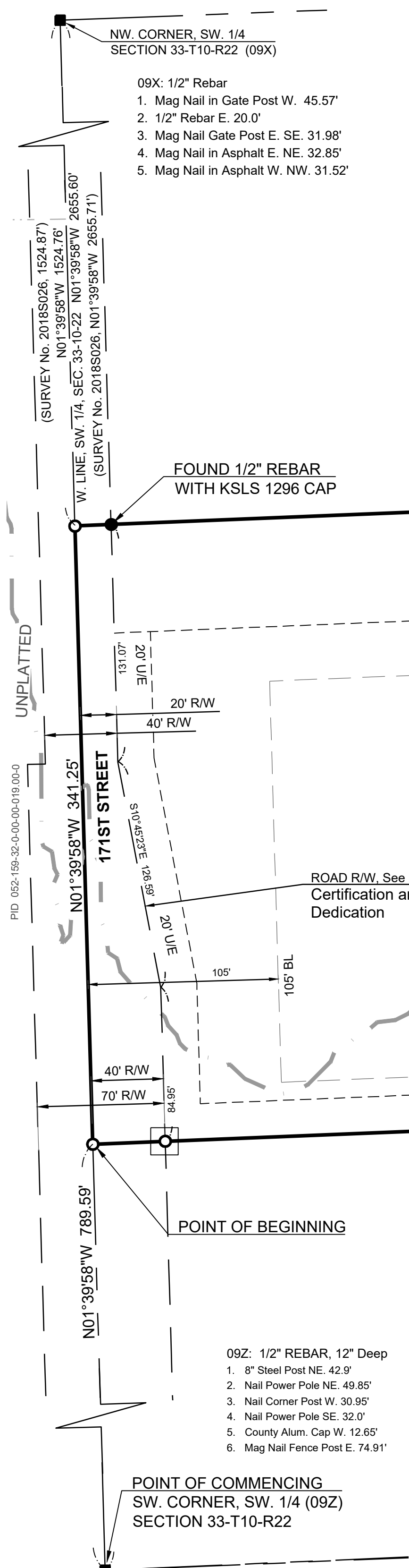
PROPERTY OWNER:  
STEVEN M. & DARLA A. MILES,  
PO BOX 458 BASEHOR, KS  
66007-0458



Aaron T. Reuter - Land Surveyor  
KS# LS-1429



**LOCATION MAP**  
SECTION 33-10T-22R  
SCALE 1" = 2000'



**09X: 1/2" Rebar**  
1. Mag Nail in Gate Post W. 45.57'  
2. 1/2" Rebar E. 20.0'  
3. Mag Nail Gate Post E. SE. 31.98'  
4. Mag Nail in Asphalt E. NE. 32.85'  
5. Mag Nail in Asphalt W. NW. 31.52'

**09Z: 1/2" REBAR, 12" Deep**  
1. 8" Steel Post NE. 42.9'  
2. Nail Power Pole NE. 49.85'  
3. Nail Corner Post W. 30.95'  
4. Nail Power Pole SE. 32.0'  
5. County Alum. Cap W. 12.65'  
6. Mag Nail Fence Post E. 74.91'

**POINT OF COMMENCING**  
SW. CORNER, SW. 1/4 (09Z)  
SECTION 33-T10-R22

**LEGEND:**  
- - - - - EXISTING LOT AND PROPERTY LINES  
- - - - - EXISTING PLAT AND RW LINES  
BL - BUILDING LINE  
PID - PARCEL IDENTIFICATION NO.  
U/E - UTILITY EASEMENT  
R/W - RIGHT-OF-WAY  
C.A.E. - CROSS ACCESS EASEMENT  
PLAT CORNERS (CONTROLLING CORNERS OF SUBDIVISION)  
■ FOUND MONUMENT AS NOTED  
○ SET 1/2" REBAR W/LS-54 CAP IN CONCRETE UNLESS OTHERWISE NOTED  
○ SET 1/2" REBAR W/LS-54 CAP

**BASIS OF BEARINGS:**  
NAD83 - KANSAS NORTH ZONE  
WEST LINE OF SOUTHWEST 1/4,  
SEC. 33-10-22 BEARING N 01°39'58" W

**SCALE: 1" = 50'**

**ACKNOWLEDGMENT:**

IN TESTIMONY WHEREOF, the undersigned proprietors have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

STEVEN M. MILES \_\_\_\_\_ DARLA A. MILES \_\_\_\_\_

STATE OF KANSAS )  
COUNTY OF \_\_\_\_\_ ) ss.

THIS INSTRUMENT was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_

Notary Public \_\_\_\_\_ My Appointment Expires \_\_\_\_\_

|   |  |   |             |
|---|--|---|-------------|
| <br>1420 West 107th Street • Lenexa, Kansas 66215<br>Ph: (913) 492-5158 • Fax: (913) 492-8400 • WWW.SCHLAGELASSOCIATES.COM<br>Kansas State Certificates of Authority #E-296 #LA-29 #LS-54 |  | <b>FINAL PLAT OF<br/>MILESTONE RIDGE<br/>FIRST PLAT</b>               |             |
|   |  | DATE 11/07/2024<br>DRAWN BY JWT<br>CHECKED BY SCH<br>PROJ. NO. 24-049 | SHEET NO. 1 |

**LEAVENWORTH COUNTY  
PLANNING COMMISSION  
STAFF REPORT**

CASE NO: DEV-24-125 RJ Farm

January 8, 2025

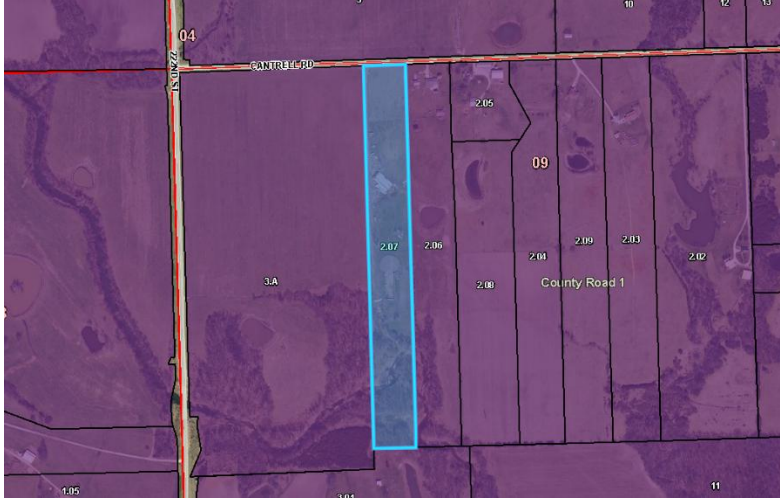
**REQUEST: Public Hearing Required**

- Zoning Amendment             Special Use Permit  
 Temporary Special Use Permit

**STAFF REPRESENTATIVE:**

Amy Allison  
Deputy Director

SUBJECT PROPERTY: 00000 Cantrell Road



**APPLICANT/APPLICANT AGENT:**

JOE HERRING  
Herring Surveying Co  
315 N 5th Street  
Leavenworth, KS 66048

**PROPERTY OWNER:**

Aurelio Haro & Norma Brockenberry  
17564 W 158th Terrace  
Olathe, KS 66052

**CONCURRENT APPLICATIONS:**  
N/A

| LAND USE                                      |
|---|
| ZONING: RR-5                                  |
| FUTURE LAND USE DESIGNATION:<br>County Road 1 |

**LEGAL DESCRIPTION:**

Lot 1 in Whispering Plains, a subdivision in Leavenworth County, Kansas, according to the recorded plat thereof, in Leavenworth County, Kansas.

SUBDIVISION: Whispering Plains

FLOODPLAIN: Zone A and X

**STAFF RECOMMENDATION: APPROVAL WITH CONDITIONS**

**PROPERTY INFORMATION**

**ACTION OPTIONS:**

1. Recommend approval of Case No. DEV-24-, Conditional Special Use Permit for RJ Farm for an amusement park, commercial athletic fields, racetracks, circuses, carnivals and fairgrounds for outdoor events, to the Board of County Commission, with or without conditions; or
2. Recommend denial of Case No. DEV-24-, Conditional Special Use Permit for RJ Farm for an amusement park, commercial athletic fields, racetracks, circuses, carnivals and fairgrounds for outdoor events, to the Board of County Commission for the following reasons; or
3. Continue the hearing to another date, time, and place.

PARCEL SIZE: 17.5 ACRES

PARCEL ID NO:  
222-09-0-00-00-002.07

BUILDINGS:  
Barn, Stage and Arena

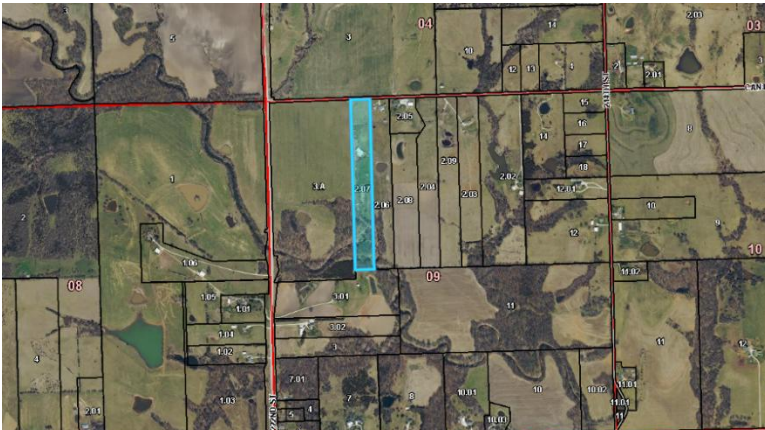
**PROJECT SUMMARY:**

Request for a Special Use Permit to operate an amusement park, commercial athletic fields, racetracks, circuses, carnivals and fairgrounds for outdoor events at 00000 Cantrell Road (PID 222-09-0-00-00-002.07).

**ACCESS/STREET:**

Cantrell Road  
County Local  
±26' WIDE, GRAVEL

**Location Map:**



**UTILITIES**

SEWER: SEPTIC  
FIRE: Fire District #2  
WATER: RWD #10  
ELECTRIC: EVERGY

**NOTICE & REVIEW:**

STAFF REVIEW: 12/23/2024  
NEWSPAPER NOTIFICATION:  
12/17/2024  
NOTICE TO SURROUNDING  
PROPERTY OWNERS:  
12/17/2024

| <b>FACTORS TO BE CONSIDERED:</b>   |  |                |
|--|--|----------------|
| <i>The following factors are to be considered by the Planning Commission and the Board of County Commissioners when approving or disapproving this Special Use Permit request:</i>   | <b>Met</b>   | <b>Not Met</b> |
| <p><b>1. Character of the Neighborhood:</b><br/> <i>Density: The surrounding neighborhood is not dense, parcels ranging in size from 5.8 acres to over 150 acres.</i></p> <p><i>Nearby City Limits: The City of Linwood is approximately 2.3 miles to the southeast.</i></p> <p><i>Initial Growth Management Area: This parcel is not located within an Urban Growth Area.</i></p>   | ✓  |                |
| <p><b>2. Zoning and uses of nearby property:</b><br/> <i>Adjacent Uses: Most of the adjacent parcels are residential and agricultural in nature.</i></p> <p><i>Adjacent Zoning: Adjacent parcels are zoned RR-5 and MXD.</i></p>   | ✓  |                |
| <p><b>3. Suitability of the Property for the uses to which is has been restricted:</b><br/> <i>The property is <b>17.5 acres</b>. The property is suitable as a rural residence, for agricultural uses and the proposed use is allowed with a Special Use Permit.</i></p>  | ✓  |                |
| <p><b>4. Extent to which removal of the restrictions will detrimentally affect nearby property:</b></p> <p><i>The use is unlikely to detrimentally impact neighboring parcels.</i><br/> <i>The proposed use will have increased noise levels; however, staff is proposing a condition that noise levels shall not exceed 60 dB as measured from the property line.</i></p> <p><i>Traffic: Proposed events will increase traffic to the site but with approximately 1.5 events per month, traffic at the elevated levels will be for a short term and infrequent.</i></p> <p><i>Lighting: The applicant indicated that exterior lighting will be used. Staff recommends placing a condition that foot-candles will have no net increase, as measured from the property line.</i></p> <p><i>Outdoor Storage: No outdoor storage is proposed with this request.</i></p> <p><i>Parking: Parking is provided and is adequate for the proposed use.</i></p> <p><i>Visitors/Employees: The applicants are requesting to hold events with up to 300 attendees. All events may not have the maximum capacity proposed. Staff will be on-site to support the events and provide parking assistance. Staff recommends placing a condition for the maximum event attendees at 300.</i></p> <p><i>Waste: The applicant does not store chemicals, lubricants, oils or other chemicals on the property. The proposal states that a third-party portable vender will be utilized. Any waste generated from the property must be disposed of in compliance with all applicable local, state and federal laws.</i></p> | ✓<br>(Condition 15)<br><br>✓<br><br>✓<br>(Condition 14)<br><br>✓<br><br>✓<br><br>✓<br>(Condition 7)<br><br>✓<br>(Condition 17,<br>18 & 19) |                |
| <p><b>5. Length of time the property has been vacant as zoned:</b><br/> <input type="checkbox"/> Vacant:<br/> <input checked="" type="checkbox"/> Not Vacant: <i>The property does have an existing barn, stage and arena on-site.</i></p>   | ✓  |                |

|  |   |  |
|--|---|--|
| <p><b>6. Relative gain to economic development, public health, safety and welfare:</b><br/> <i>The proposed application would allow for another business to be located within Leavenworth County. There does not appear to be any detrimental effects to the public health, safety or welfare.</i></p>                                       | ✓ |  |
| <p><b>7. Conformance to the Comprehensive Plan:</b><br/> <i>Future Land Use Map: County Road 1<br/> County Road 1 shows this area as remaining RR-5, its current zoning designation. Since this use is allowed with a Special Use Permit in that zoning designation, staff feels that it meets the intent of the Comprehensive Plan.</i></p> | ✓ |  |

**STAFF COMMENTS:**

The applicant is requesting a Special Use Permit for outdoor events to host rodeos but can also include weddings, birthdays, etc. This request does not include approval for any event that is defined as a private event per the Leavenworth County Zoning & Subdivision Regulations. The applicant is proposing to hold up to 15 events per calendar year, with maximum attendance capped at 300 people. Most of these events will be one-day events but can also extend to multi-day events. The narrative indicated that they plan on holding weekend events with operable hours being from 12 pm to 11 pm. Staff, competitors and vendors will be on-site before and after operation times for setting up and clean up.

Third-party vendors will be used for portable toilets, retail sales and food sales. The applicant will not provide alcohol. An entry fee will be required for some events. Adequate parking for 400 vehicles is provided, however it is likely that most events will not generate that much parking. The owners have upgraded their entrance to allow for two-way traffic in and out of the property. No parking or stacking will be permitted on the public right-of-way. Any waste generated from the events will need to be removed or handled in compliance with the proposed conditions and all local, state and federal regulations. The existing stage is located within the Floodplain and has received a floodplain permit.

The property owner has been noticed for zoning violations in the past regarding events without permits. During the summer of 2024, the applicant applied for and was approved for a temporary special use permit for a rodeo event. No complaints were received.

***Staff recommends this permit be classified as Type 3 with a time limit recommendation of 5 years per the conditions and uses proposed.***

**STAFF RECOMMENDED CONDITIONS:**

1. Provide an updated site plan showing the location of the additional 50 parking spaces outlined in narrative.
2. Property entrance shall be built to the specifications of the Driveway Template designed by David Lutgen. Applicant shall provide confirmation to staff by way of photographs to verify improvement.
3. The applicant shall provide a certificate of general liability insurance in the amount of \$1,000,000 and shall indicate Leavenworth County as the certificate holder prior to commencement of activities on the site.
4. Provide a copy of the contract for the Portable Toilet provider.
5. The applicant shall comply with the Narrative submitted on December 12, 2024.
6. Events shall be limited to 15 events in a calendar year.
7. Occupancy for all events shall be limited to 300 people. Employees shall be limited to 15 people.
8. The conditional special use permit shall be limited to 5 (five) years.
9. No events shall take place inside the agricultural building.
10. There shall be no on-street parking allowed.
11. Traffic shall not queue onto the public road network when entering the site.

12. No events shall be allowed within any public rights-of-way.
13. No signage shall be allowed in the right-of-way. Sign permits shall be required for any on-site or off-site signage. The applicant shall provide an owner authorization form for any off-site signs. All signage shall comply with Article 25, Sign Regulations of the Leavenworth County Zoning and Subdivision Regulations.
14. Lighting generated from the event shall be limited 0.00 foot-candles net gain, as measured at the property line.
15. Noise generated from an event held at this facility including, but not limited to: live music, DJ, and noise from guests shall be limited to 60 decibels at the property line. No amplifiers will be permitted for any live music band.
16. No extension cords may cross driveways or drive aisles.
17. All dumpsters shall be screened from public right-of-way.
18. All garbage and animal waste must be removed from the property and disposed of in accordance with local and state requirements and within 2 business days of the event.
19. All portable restrooms must be maintained in a professional manner and removed from the property within 2 business days of the event.
20. The applicant shall comply with the following:
  - a. Leavenworth Fire District 2 email, dated October 18, 2024
  - b. RWD #10, dated October 31, 2024
  - c. Public Works memo, dated December 23, 2024
  - d. Emergency Management, dated December 12, 2024
21. That no public nuisance be allowed or created upon the subject real property.
22. This SUP shall comply with all local, state, and federal rules and regulations that may be applicable.
23. That the conditional Special Use Permit granted herein is subject to revocation upon the breaching of the conditions set forth herein, or any substantial change in the use of the subject property. The RJ Farm Events, and its assigns or successors in interest, hereby consent to, and authorize, entry onto the subject property by employees or agents of the county for the purpose of inspecting the subject property for compliance with the conditions set forth herein.

**ATTACHMENTS:**

A: Application & Narrative

B: Zoning Map

C: Memorandums

Whispering Plains Army  
Lot 1

#185

**SPECIAL USE PERMIT APPLICATION**

Leavenworth County Planning Department  
300 Walnut, St., Suite 212  
County Courthouse  
Leavenworth, Kansas 66048  
913-684-0465

RR 5 PAID 400.00 Energy RWD 10  
458 SWP 17.50  
222-09 002.07 Reno

County Rd 1 plan

| APPLICANT/AGENT INFORMATION                   | OWNER INFORMATION (If different) |
|---|----------------------------------|
| NAME <u>Arnelio Haro / Norma Brockenberry</u> | NAME _____                       |
| ADDRESS <u>17564 W 158<sup>th</sup> Terr</u>  | ADDRESS _____                    |
| CITY/ST/ZIP <u>Olathe KS 66062</u>            | CITY/ST/ZIP _____                |
| PHONE <u>(913) 424-0785</u>                   | PHONE _____                      |
| EMAIL <u>brockenberrynorma@yahoo.com</u>      | EMAIL _____                      |
| CONTACT PERSON <u>Norma</u>                   | CONTACT PERSON _____             |

**PROPERTY INFORMATION**

PID: 222-09 002.07 Zoning District: RR 5

Address of property 21985 Cantrell road Parcel size 17.5 acres

Current use of the property Farming

Does the owner live on the property?  Yes  No

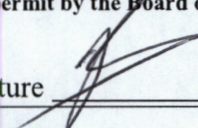
Proposed Special Use Family activities, Music and food, Rodeos, Hispanic culture parties

**TAX ASSESSEMENT STATEMENT**

Upon the granting of a Special Use Permit by the Leavenworth County Board of County Commissioners, the assessable nature of the above referenced property and structures on the property may result in a change of the Appraised Class and Value and in the next year's Tax Assessment.

I, the applicant, have read and understand that there may be a change in the appraised value of my property due to the presence of a Special Use Permit for my property. (Check one)  Yes  No

I, the undersigned am the (circle one) owner, duly authorized agent, of the aforementioned property situated in the unincorporated portion of Leavenworth County, Kansas. By execution of my signature, I do hereby officially apply for a Special Use Permit and acknowledge the potential of a change in the Appraised Value of my property as indicated above. I hereby agree to "cease and desist" the operation of the activity upon denial of the permit by the Board of County Commissioners.

Signature  Date 8/21/24

ATTACHMENT A



PROPOSED SPECIAL USE PERMIT INFORMATION

Name of Business RJ Farm

Existing and Proposed Structures One

Number of structures used for Special Use Permit one

Will the use require parking?  Yes  No How many parking spaces are proposed/available? 400

Is the proposed use seasonal?  Yes  No  
If yes, what months will the use be active? \_\_\_\_\_ through \_\_\_\_\_  
Month Month

Reason for requesting a Special Use Permit: To be able to have events following the city regulations and requirements

**Estimated Traffic**

*In this section, you are determining the impact your proposed use will have on the county roadways. A vehicle visiting your site is to be considered two trips because the visitor/employee/user will use the roadways twice. If you are planning to expand the use that may generate additional traffic during the duration of the permit, provide the traffic generation for the full expansion.*

How many total Passenger vehicle trips (both entering and exiting) will be generated by the Special Use Permit?  
Daily \_\_\_\_\_ Weekly \_\_\_\_\_ Monthly 800 - 2 events

If applicable, how many total Commercial (delivery, heavy trucks, equipment, etc.) vehicle trips (both entering and exiting) will be generated by the Special Use Permit?  
Daily \_\_\_\_\_ Weekly \_\_\_\_\_ Monthly 4

If applicable, describe Seasonal trips not accounted for above: What type (Passenger and Commercial) vehicle trips, how many trips per vehicle type in the seasonal timeframe, and describe the seasonal time frame (months, weeks, or days) in a calendar year.

Passenger: Months \_\_\_\_\_ Weeks \_\_\_\_\_ Days \_\_\_\_\_  
Commercial: Months \_\_\_\_\_ Weeks \_\_\_\_\_ Days \_\_\_\_\_

When are trips to the site expected to occur (i.e. throughout the day, limited certain hours, etc.)? If applicable, separate occurrences by vehicle type (Passenger, Commercial, Seasonal Passenger, and Seasonal Commercial):  
early in the morning commercial trucks delivering Johnny on the Spots Music Truck, food truck

What is the anticipated route(s) from the nearest State Highway to the Site? I-70 located to the South

**Special Use Permit Renewal**

Describe any change to operations since the SUP was last issued including traffic trips compared to this SUP:  
None

Have you added any buildings since the SUP was last issued?  Yes  No Any parking?  Yes  No

Janet Klasmaker  
COUNTY CLERK

Mail Tax Statement to:  
17504 W 158<sup>th</sup> Terr  
Olathe KS 66062  
Property Address \_\_\_\_\_

JOINT TENANCY QUIT CLAIM DEED Pursuant to K.S.A. 79-1437 (e), a real estate validation questionnaire is not required due to exemption no. 9.

GRANTOR Aurelio HARO  
(single/married person(s))

CONVEY and QUITCLAIM TO  
Aurelio HARO AND Norma Brackenberry  
(single/married person(s))

As JOINT TENANTS and not as tenants in common, with full rights of survivorship, the whole estate to vest in the survivor in the event of the death of either, all of the following described real estate in the County of Leavenworth, State of Kansas, to-wit:

Lot 1 in Whispering Plains, a subdivision in Leavenworth county, Kansas, according to the recorded plat thereof, in Leavenworth county, Kansas.  
A.H

for the sum of One Dollar, the receipt of which is hereby acknowledged. This conveyance is made subject to easements, restrictions, reservations and covenants of record, if any.

Dated this 12 day of April A.D. 20 22

Aurelio Haro  
GRANTOR (Signature)

[Signature]  
GRANTOR (Signature)

Aurelio HARO  
(Printed Name)

Norma Brackenberry  
(Printed Name)

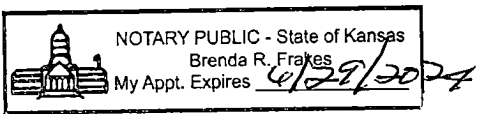
STATE OF KANSAS, COUNTY OF LEAVENWORTH

Be it remembered that before me, a notary public in and for the State and County aforesaid, personally appeared Aurelio HARO & Norma Brackenberry Known to me be the same person(s) who executed the within Transfer on Death Deed and who acknowledged the execution of same as a free act and deed. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Brenda R. Frakes  
NOTARY PUBLIC (Signature)

Brenda R. Frakes  
(Printed Name)

My commission expires: 6/29/2024



**OWNER AUTHORIZATION**

I/WE Aurelio Haro, Norma Brockenberry, hereby referred to as the "Undersigned", being of lawful age, do hereby on this 8 day of 21, 2024, make the following statements, to wit:

- I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property  
See Attachment "A" attached hereto and incorporated herein by reference.
- I/We the undersigned, have previously authorized and hereby authorize Joe Herring (Hereinafter referred to as "Applicant"), to act on my/our behalf for the purpose of making application with the Planning Office of Leavenworth County, Kansas, \_\_\_\_\_ (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.
- I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Leavenworth County, Kansas, its officers employees and agents (hereinafter collectively referred to as the "County"), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter "claims"), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.
- It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

IN WITNESS THEREOF, I, the Undersigned, have set my hand and seal below.

Aurelio Haro  
Owner

[Signature]  
Owner

STATE OF KANSAS  
COUNTY OF ~~LEAVENWORTH~~ Johnson (KH)

The foregoing instrument was acknowledged before me on this 21 day of August, 2024,  
by Norma Brockenberry.

My Commission Expires: 09/08/2024

**KELSIE HODES**  
Notary Public-State of Kansas  
My Appt. Expires 09/08/2024

Kelsie Hodges  
Notary Public

**ATTACHMENT C**

This narrative is for the events to be held at RJ farm at 21985 Cantrell Road on a tract of ground with approximately 17.5 acres of land. Land has an agriculture building which could be used for shelter in case of emergency. There are some residential houses to the northeast of the events site, all are over 1000 feet from the event area. The south half of the property is treed and in flood plain. The closest residence to the south over this area is 1320 feet from the event area. Portable restrooms will be provided by a 3<sup>rd</sup> party vendor A1 rental located in Topeka KS. These events should not cause any conflict with the surrounding parcels there will be 0 decibels increased at the property line and 0 increased of foot candle, no light will spill over to the adjoining property. Majority of the other parcels are agriculture in nature and very few residents. Attendees are encouraged to use 222nd Street to Cantrell Road to access the event. Cantrell road is gravel and dust will be created but with the encourage route all vehicles should travel in front of agriculture property and the distance on the gravel road would be 1320 feet. Majority of the traffic volume will occur at the beginning and end of the event. Parking is all on the site and can handle the expected number of vehicles and trailers. The event will have parking staff on-site, keeping personal vehicles and vehicles with trailers separate, all parking will be taking place in the open fields on the property. The proposed events hours of operation 12pm -11pm one day event. Pre- event checking and commercial vehicles traffic will begin at 10am-12pm (porta potty, trash truck, music vehicle and food vendors). The proposed number of events will be approximately 15 public events per year if all the plans were to fall in place, most of them are rodeos but few private smaller events such as but not limited to weddings and birthdays. The expected number of attendees on this public events is 300 and there will be a required fee depending on the event. Number of employees at the property when doing this public events will be 3-10 depending on the magnitude of the event. Employees will each create 2 trips per event. Safety signs are posted around the farm they are different sizes, no signs are digital or lighted there will be no outdoor displays. There is no chemical, oils, fluids or lubricants usage. No outdoor storage of materials. The farm uses well water to clean, as for potable water it will be brought in with sodas and other soft drinks, as for any alcohol beverage none will be sold by the applicant. Food and any retail vendors will be provided by a 3<sup>rd</sup> party vendors. Any advertising will be done on the company website or digital platform example (Facebook, Instagram, etc). For emergency and safety, there will be security employees keeping people safe and the right channels notified in case of an emergency. The entrance and exit have ample space for a vehicle to come in and out at the same time. In the events there will be generators used for electricity. There will be 400 parking spots vehicles including 50 trailers there will be no parking outside the property at all-time, all the parking will be within the facility.

Aurelio Haro

Norma Brockenberry

RJ farm

21985 Cantrell road Linwood KS 66052

2. There will be no outdoor storage of materials
3. 3-10 employees
4. There will be signage of safety displayed at the entrance of the farm
5. There will be 0 decibels increased at the property line
6. 0 increased of foot candles at the property line no light will spill over at the adjoining property
7. No outdoor display
8. Yes by 3rd party vendors
9. 300 a fee will be require yes for the rodeos
10. Yes 3rd party vendor
11. None will be sold by the applicant
12. No chemicals or hazardous material will be used
13. No oils or lubricants materials be used
14. A1 portable 3<sup>rd</sup> party located in Topeka
15. Emergency plan already sent on 12/12/24
16. Hours of operation 12pm-11pm one day events. Pre event checking and commercial vehicle traffic will begin at 10am (porta potty , trash truck, music vehicle) and food vendors. Clean up will happen within 24 hours at the end of every event
17. 15 public events most of them rodeos but few private smaller events such as but no limited too such as weddings and birthdays.

Department of public works Olsson

2. The expected number of trips per month. Will varied depending on the events and type of events the number was about 400 ( 200 in and 200 out)

3. Expected number of livestock trailers about 50

1. No street parking space will be needed

1. Expected guest 300 with 400 parking spaces needed with some driving solo and other with 2 attendees per vehicle.

15- public events most of them rodeos a year-each event include 300 guest (2 attendees per vehicle) 50 truck with trailers (1 attendee per vehicle) 10 employees, 2 commercial vehicles (1 trash truck 1 porta potty) 3 supportive vehicles 2 food and 1 music. With a few smaller private events.

1. All parking will be inside the premises no outside parking
2. Driveway template done by professional Kansas engineer David Lutgen
3. All vehicles will be parked inside the premises inside the farm no outside parking will be allowed
4. The drive way is dirt road and two vehicle are able to come in and out at the same time since it is an open ground, the entrance gate 20' wide.

# SITE PLAN

Lot 1, WHISPERING SUBDIVISION,  
Leavenworth County, Kansas.

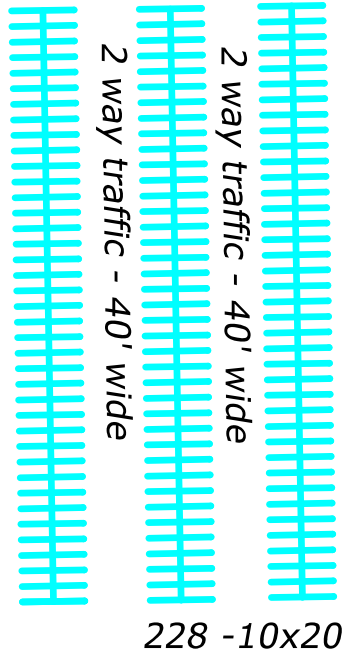
PREPARED FOR:

HARO, AURELIO & BROCKENBERRY, NORMA  
21985 Cantrell Road  
Linwood, KS 66086  
PID # 222-09-0-00-00-002.07

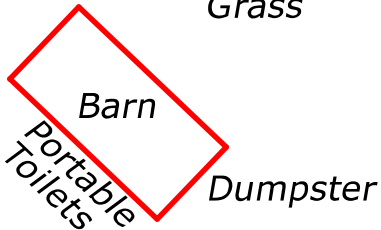
CANTRELL ROAD  
330'

40' R/W  
20' Gate

Parking Area  
Grass



Grass

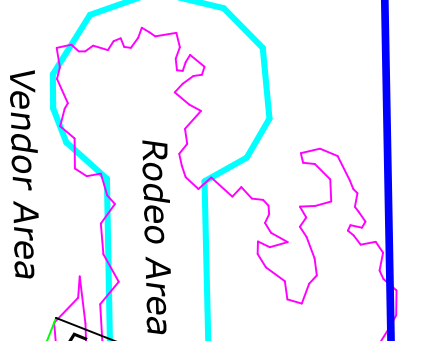


Fence Line

Fence Line

Gravel Driveway

Grass



Stage is built on piers  
Stage deck elev. 820'+  
< 700 Sq.Ft. in Area

Special Flood Hazard  
Area - Zone A  
20103C0325G

BFE 817.75' Prorated  
BFE 817.62' Prorated

Parking Note:

Grid is show for the referenced  
350 parking space per narrative  
Standard Parking - 10'x20'  
Oversized Parking - 15'x40'  
Parking area is grass.

ADDITIONAL NOTES:

- Sound System in Stage Area
- Vendor Area, if any, as shown.
- Lighting, if any, will be around Stage Area and/or Rodeo Area



Not to Scale

Job # K-24-1804  
May 30, 2024 Rev. 11-2-24

J.Herring, Inc. (dba)  
**HERRING**  
SURVEYING  
COMPANY

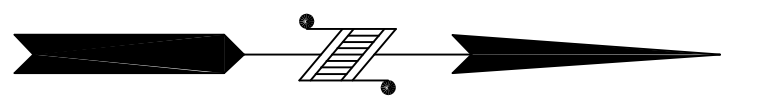
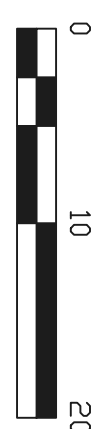
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@teamcash.com

**THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY**

|                                  |                 |       |
|----------------------------------|-----------------|-------|
| AUTOCAD VER.13 INFORMATION BLOCK |                 |       |
| DRAWING:                         | BY:             | DATE: |
| XREF DWG1: NONE                  | XREF DWG2: NONE |       |
| XREF DWG3: NONE                  | XREF DWG4: NONE |       |



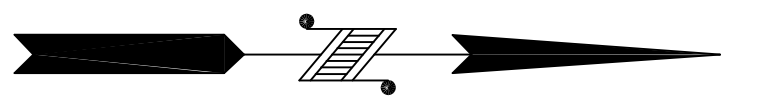
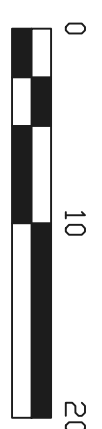
Cantrell Road



|                |                          |   |     |      |           |    |        |  |
|----------------|--------------------------|---|-----|------|-----------|----|--------|--|
| SHEET NO.<br>1 | HARO EVENT<br>LINWOOD KS | Designed By _____<br>Drawn By _____<br>Checked By _____<br>Issue Date: _____<br>Job No. _____ | 5   |      |           |    |        |  |
|                | EASTBOUND RIGHT TURN     |   | 4   |      |           |    |        |  |
|                |                          |   | 3   |      |           |    |        |  |
|                |                          |   | 2   |      |           |    |        |  |
|                |                          |   | 1   |      |           |    |        |  |
|                |                          |   | NO. | DATE | REVISIONS | BY | APP'D. |  |

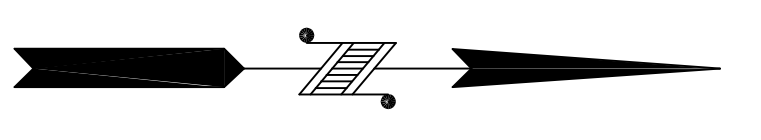


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| DRAWING:                         | BY:             | DATE: |
| XREF DWG1: NONE                  | XREF DWG2: NONE |       |
| XREF DWG3: NONE                  | XREF DWG4: NONE |       |



|                |                          |   |     |      |           |    |       |
|----------------|--------------------------|---|-----|------|-----------|----|-------|
| SHEET NO.<br>2 | HARO EVENT<br>LINWOOD KS | Designed By _____<br>Drawn By _____<br>Checked By _____<br>Issue Date: _____<br>Job No. _____ | 5   |      |           |    |       |
|                | WESTBOUND LEFT TURN      |   | 4   |      |           |    |       |
|                |                          |   | 3   |      |           |    |       |
|                |                          |   | 2   |      |           |    |       |
|                |                          |   | 1   |      |           |    |       |
|                |                          |   | NO. | DATE | REVISIONS | BY | APP'D |

|                                  |                 |       |
|----------------------------------|-----------------|-------|
| AUTOCAD VER.13 INFORMATION BLOCK |                 |       |
| DRAWING:                         | BY:             | DATE: |
| XREF DWG1: NONE                  | XREF DWG2: NONE |       |
| XREF DWG3: NONE                  | XREF DWG4: NONE |       |



|             |     |      |           |    |       |
|-------------|-----|------|-----------|----|-------|
| Designed By | 2.5 |      |           |    |       |
| Drawn By    | 2.4 |      |           |    |       |
| Checked By  | 2.3 |      |           |    |       |
| Issue Date: | 2.2 |      |           |    |       |
| Job No.     | 2.1 |      |           |    |       |
|             | NO. | DATE | REVISIONS | BY | APP'D |

HARO EVENT  
LINWOOD KS

RECOMMENDED ENTRANCE DIMENSIONS

SHEET NO.  
2

# Tax History Inquiry for HARO,AURELIO & BROCKENBERRY,NORMA

[View Parcel Information](#) --- [Tax Search Page](#)

| Property Address        |     |               |                    |           |            |   |                 |            |     |                         |                          |
|-------------------------|-----|---------------|--------------------|-----------|------------|---|-----------------|------------|-----|-------------------------|--------------------------|
| CANTRELL RD             |     |               |                    |           |            |   |                 |            |     |                         |                          |
| Tax ID                  |     | Sec-Twn-Rng   | Sub                | Blk       | Lot        | Description   |                 |            |     | Parcel Id/Cama          | Parcel Classes           |
| 2024 RealEstate - 31495 |     | 09-12-21E     | WHISPERING PLAINS  |           | 1          | WHISPERING PLAINS, S09, T12, R21E, LOT 1; , ACRES 17.53 |                 |            |     | 222-09-0-00-00-002.07-0 | Agricultural Real Estate |
| Tax Unit                | USD | Cty/Twn       | Assessed Valuation | Mill Levy | Ad Valorem | Special Assessments                                     | Total Tax       | Total Paid | DIq | Book-Page               | Date of Transfer         |
| 101                     | 458 | RENO TOWNSHIP | \$7746             | 116.402   | \$901.66   | \$0   | Amount \$901.66 | Amount \$0 | No  | 0842 - 1974             | 0                        |

[Click here for Additional Years](#)

[View Parcel Information](#) --- [Tax Search Page](#)

Tax Search powered by  **Aumentum**<sup>™</sup>  
TECHNOLOGIES



Laura Kelly, Governor  
Mark A. Burghart, Secretary  
[www.ksrevenue.gov](http://www.ksrevenue.gov)

# CERTIFICATE OF TAX CLEARANCE

Norma S Brockenberry

**ISSUE DATE**  
10/28/2024

**TRANSACTION ID**  
T66C-8EKH-8XDP

**CONFIRMATION NUMBER**  
C4CA-TM3T-JXJJ

**TAX CLEARANCE VALID THROUGH 01/26/2025**

*Verification of this certificate can be obtained on our website, [www.ksrevenue.org](http://www.ksrevenue.org),  
or by calling the Kansas Department of Revenue at 785-296-3199*

September 30, 2024

Amy Allison  
Deputy Director  
Leavenworth County Planning & Zoning Department  
300 Walnut St  
Leavenworth, KS 66048

Re: Haro Cantrell Rd Property

Ms. Allison,

I have reviewed the construction of the stage that is located on the Haro property on Cantrell Rd east of 222<sup>nd</sup> St in Leavenworth County. Based upon the location within the floodplain and the type of construction, driven piers, it is my engineering opinion that this structure will not cause a rise on the floodplain.

Thank you,



David Lutgen, P.E.

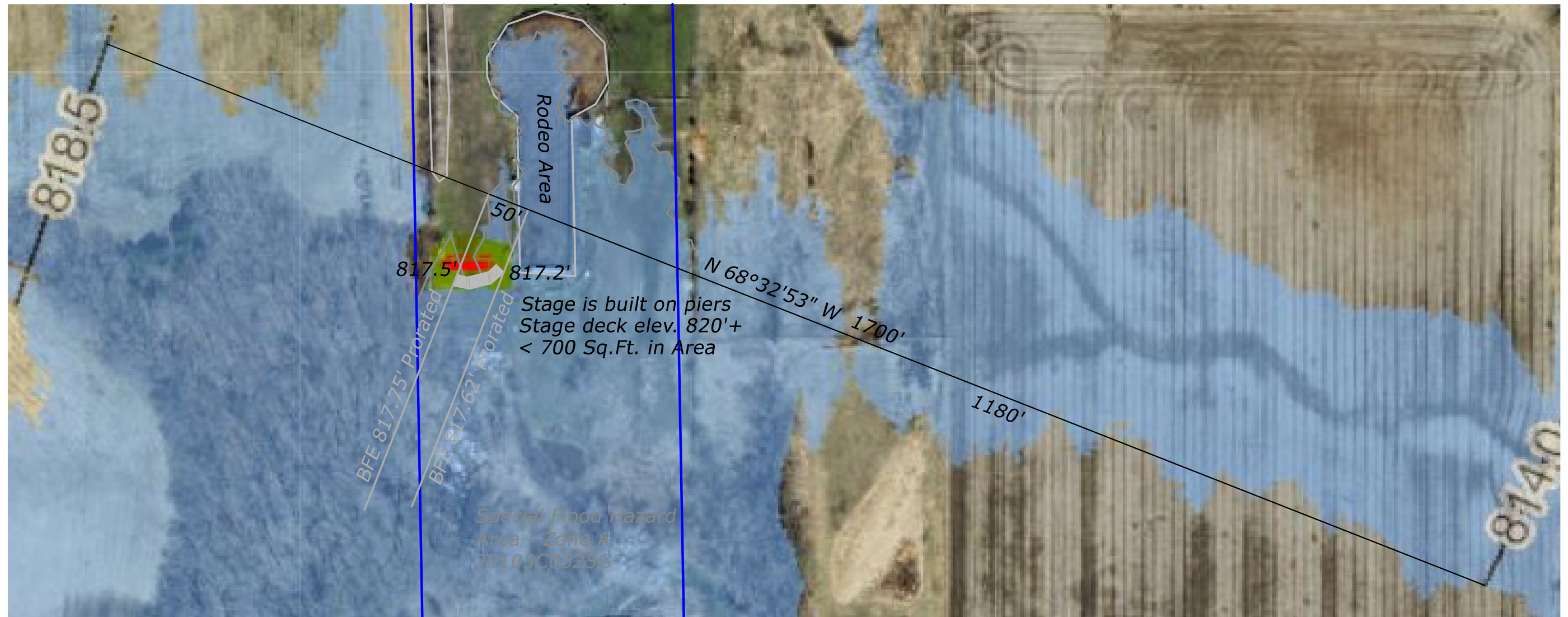


# ELEVATION EXHIBIT

Lot 1, WHISPERING SUBDIVISION,  
Leavenworth County, Kansas.

PREPARED FOR:

HARO, AURELIO & BROCKENBERRY, NORMA  
21985 Cantrell Road  
Linwood, KS 66086  
PID # 222-09-0-00-00-002.07



Job # K-24-1804  
May 30, 2024 Rev. 9-3-24

J.Herring, Inc. (dba)  
**HERRING**  
SURVEYING  
COMPANY



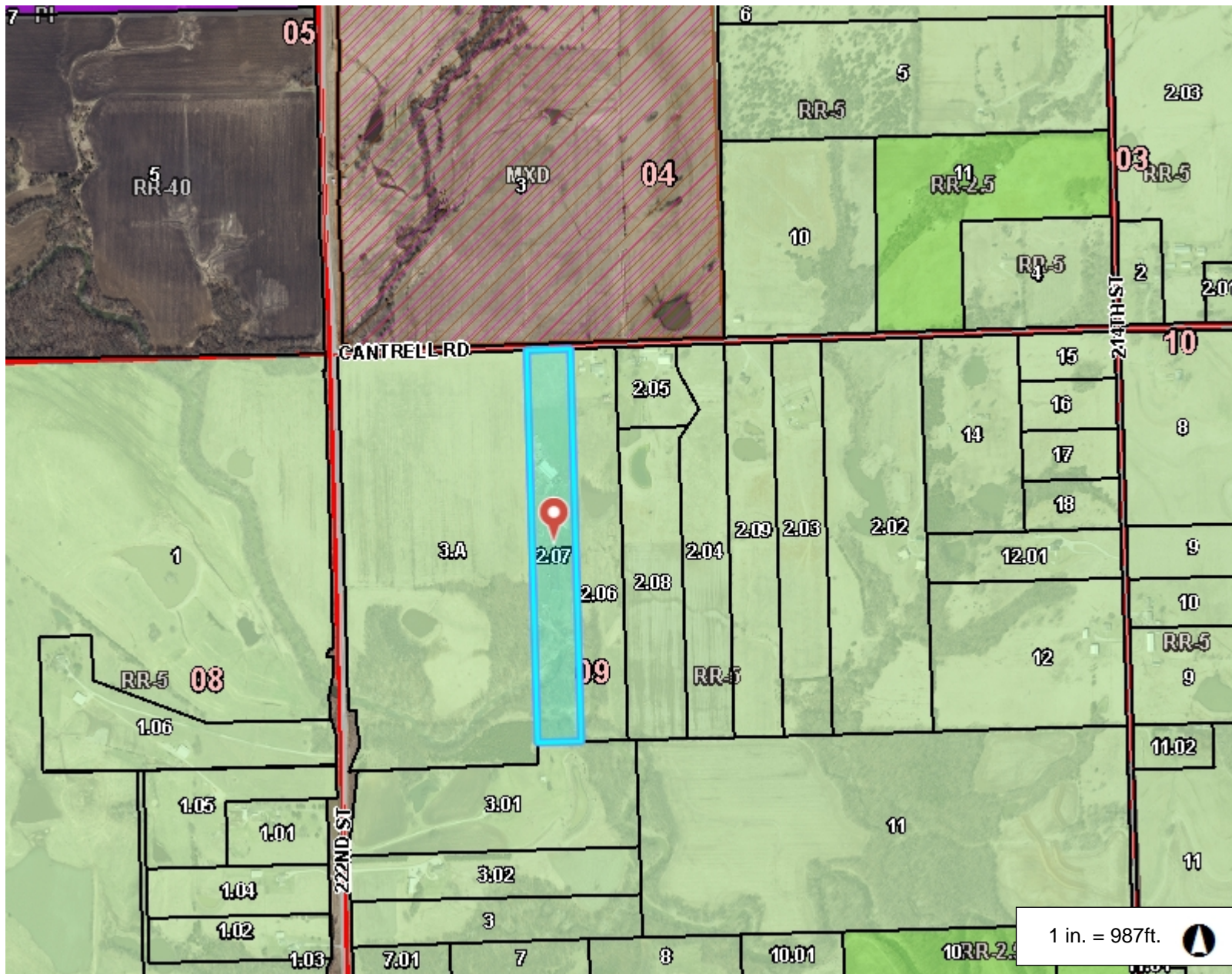
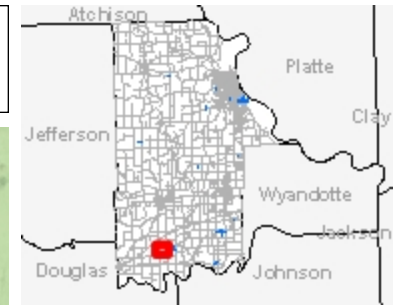
315 North 5th Street, Leav., KS 66048  
Ph. 913.651.3858 Fax 913.674.5381  
Email - survey@teamcash.com



Not to Scale

**THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY**

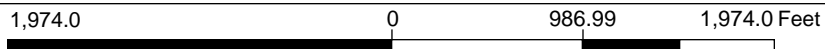
# DEV-24-125 RJ FARM SUP



### Legend

- Parcel Number
- Parcel
- City Limit Line
- Major Road
  - <all other values>
  - 70
- Road
  - <all other values>
  - PRIVATE
- +
- Railroad
- Section
- Section Boundaries
- County Boundary
- Zoning
  - B-1
  - B-2
  - B-3
  - I-1
  - I-2
  - I-3
  - MXD
  - PC
  - PI
  - PR-1
  - PR-2
  - PR-3

1 in. = 987ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes



October 31, 2024

Amy Allison  
Leavenworth County Planning & Zoning  
300 Walnut St, Suite 212  
Leavenworth, KS 66048

Re: Special Use Permit Application for 21985 Cantrell Rd – Haro Rodeo

Dear Ms. Allison.

This letter is in response to your request for comments regarding the Special Use Permit Application for 21985 Cantrell Rd.

RWD10 has an existing main and can provide water service to this address with the purchase of a benefit unit.

If you have any additional questions or concerns, please do not hesitate to contact us.

Regards,

Steve Conley  
Leavenworth County RWD10 | District Manager



# MEMO

**To:** Planning & Zoning  
**From:** Leavenworth County Emergency Management  
**Subject:** Haro Event Space @ 00000 Cantrell road, Linwood KS, 66052  
**Date:** January 3, 2025

Thank you for the opportunity to help review the Haro event space once again. Our team referred back to the previous time we were able to sit down with owners and operators of the Rodeo Event space, Aurelio Haro and Norma Brockenberry.

We discussed four aspects of maintaining a safe and secure environment for their various events. They stated they have several ways to receive weather information and alerts for their events, and continuously monitor for any hazard or severe weather. They have plans put in place to postpone or cancel events if severe weather would occur. If weather were to occur without notice they have shelter for both event-goers and animals to be housed to wait out the storm. They can house approximately 300 people in their barn and have additional shelter for animals on the side, if the barn is at max capacity. They also have a wide and clear exit path from the event area that is well lit, marked by reflective signs and directed by staff to allow traffic to easily be moved. If the original route is no longer available for use, they have claimed to have an alternative route provided by their neighbor of their property.

After reviewing the property and the information they gave us, we have a few recommendations for the property and the facility operations. The Haro property for the event needs to have a 911 address to allow first responders to easily find the facility. The alternative route that they have does not seem to be a clear road. It needs to be well marked all the way through from the property to the main road. There should be a point of contact for an emergency outside of the event, such as a hazardous material incident. We also recommend a sign posted on the outside of the facility of emergency contacts for emergency responders to make contact if the applicant is not present during the emergency. There are no further recommendations at this time.

## Allison, Amy

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**From:** Ryan McCallister <Ryan.McCallister@evergy.com>  
**Sent:** Friday, October 11, 2024 11:25 AM  
**To:** Allison, Amy  
**Subject:** RE: DEV-24-125 Special Use Permit - Haro Rodeo

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Internal Use Only

Hey Amy,

Evergy has no conflict with this area. Let me know if there is anything else that I can help with.

Thanks!

### Ryan McCallister

Evergy  
Distribution Designer  
[ryan.mccallister@Evergy.com](mailto:ryan.mccallister@Evergy.com)  
O (785) 865-4844

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**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Thursday, October 10, 2024 4:26 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcAfee@leavenworthcounty.gov>; Design Group Lawrence Service Center <designgrouponlawrenceservicecenter@evergy.com>; 'LVCO RWD10' <RWD10@conleysandu.com>; 'kritter@lvcofd2.com' <kritter@lvcofd2.com>; 'dritter@lvcofd2.com' <dritter@lvcofd2.com>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** RE: DEV-24-125 Special Use Permit - Haro Rodeo

#### This Message Is From an External Sender

This message came from outside your organization.

Report Suspicious

Good Afternoon,

The Department of Planning and Zoning has received a Special Use Permit application to operate a private rodeo event space at the property located at 21985 Cantrell Road.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, October 24, 2024.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at [pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)

Thank you,

## Allison, Amy

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**From:** Anderson, Kyle  
**Sent:** Wednesday, October 16, 2024 1:52 PM  
**To:** Allison, Amy  
**Subject:** RE: RE: DEV-24-125 Special Use Permit - Haro Rodeo

Multiple events have been held on this property without a Special Use Permit or Temporary Special Use Permit. After a codes court case they did apply for and receive a TSUP for their last event in July. Our office did not receive any complaints about that event.

Kyle Anderson  
Environmental Technician/Code Enforcement  
Leavenworth County Planning & Zoning  
300 Walnut St. Ste. 212  
Leavenworth, KS 66048  
913-684-1084

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**From:** Allison, Amy <AAllison@leavenworthcounty.gov>  
**Sent:** Thursday, October 10, 2024 4:26 PM  
**To:** Magaha, Chuck <cmagaha@lvsheriff.org>; Anderson, Kyle <KAnderson@leavenworthcounty.gov>; Miller, Jamie <JMiller@leavenworthcounty.gov>; Patzwald, Joshua <jpatzwald@lvsheriff.org>; Brown, Misty <MBrown@leavenworthcounty.gov>; Mitch Pleak <mpleak@olsson.com>; Noll, Bill <BNoll@leavenworthcounty.gov>; McAfee, Joe <JMcafee@leavenworthcounty.gov>; 'designgrouplawrenceservicecenter@evergy.com' <designgrouplawrenceservicecenter@evergy.com>; 'LVCO RWD10' <RWD10@conleysandu.com>; 'kritter@lvcofd2.com' <kritter@lvcofd2.com>; 'dritter@lvcofd2.com' <dritter@lvcofd2.com>  
**Cc:** PZ <PZ@leavenworthcounty.gov>  
**Subject:** RE: DEV-24-125 Special Use Permit - Haro Rodeo

Good Afternoon,

The Department of Planning and Zoning has received a Special Use Permit application to operate a private rodeo event space at the property located at 21985 Cantrell Road.

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If you have any questions or need additional information, please contact me at (913) 684-0465 or at [pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)

Thank you,

Amy Allison, AICP  
Deputy Director  
Planning & Zoning

## Allison, Amy

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**From:** Dylan Ritter <dritter@lvcofd2.com>  
**Sent:** Monday, October 21, 2024 2:34 PM  
**To:** Allison, Amy  
**Cc:** Magaha, Chuck; Anderson, Kyle; Miller, Jamie; Patzwald, Joshua; Brown, Misty; Mitch Pleak; Noll, Bill; McAfee, Joe; designgrouplawrenceservicecenter@evergy.com; LVCO RWD10; kritter@lvcofd2.com; PZ  
**Subject:** Re: DEV-24-125 Special Use Permit - Haro Rodeo

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Leavenworth County Fire District #2 has no issues with this proposal.

However, we would recommend that the driveway be wide enough for both entry and exit to occur simultaneously. The goal being that people attending the rodeo be able to egress the property in a safe and timely manner in the event of an emergency.

On Thu, Oct 10, 2024 at 4:26 PM Allison, Amy <[AAllison@leavenworthcounty.gov](mailto:AAllison@leavenworthcounty.gov)> wrote:

Good Afternoon,

The Department of Planning and Zoning has received a Special Use Permit application to operate a private rodeo event space at the property located at 21985 Cantrell Road.

The Planning Staff would appreciate your written input in consideration of the above request. Please review the attached information and forward any comments to us by Thursday, October 24, 2024.

If you have any questions or need additional information, please contact me at (913) 684-0465 or at [pz@leavenworthcounty.gov](mailto:pz@leavenworthcounty.gov)

Thank you,

Amy Allison, AICP

Deputy Director

Planning & Zoning

Leavenworth County

913.364.5757

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Dylan Ritter  
Assistant Chief  
Leavenworth County Fire District #2  
100 Main Street  
P.O. Box 270  
Linwood, KS, 66052  
(913) 339-8973



October 31, 2024

Amy Allison  
Leavenworth County Planning & Zoning  
300 Walnut St, Suite 212  
Leavenworth, KS 66048

Re: Special Use Permit Application for 21985 Cantrell Rd – Haro Rodeo

Dear Ms. Allison.

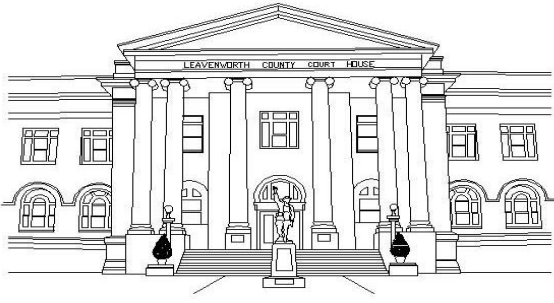
This letter is in response to your request for comments regarding the Special Use Permit Application for 21985 Cantrell Rd.

RWD10 has an existing main and can provide water service to this address with the purchase of a benefit unit.

If you have any additional questions or concerns, please do not hesitate to contact us.

Regards,

Steve Conley  
Leavenworth County RWD10 | District Manager



# COUNTY OF LEAVENWORTH

## Department of Public Works

300 Walnut, Suite 007

Leavenworth, Kansas 66048-2815

Phone (913) 684-0470

Fax (913) 684-0473

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December 23, 2024

### **Rodeo SUP DEV-24-125 – Public Works Review**

The Public Works Department have reviewed the following documents:

- 2024.10.10 Application.
- 2024.11.08 Site Plan.
- 2024.12.13 Updated Narrative
- 2024.12.13 Turning Template seal date 7-1-24.

Below are comments from the received documents listed above. Based on the review of the requested information below, additional comments, investigations, and studies may be generated. Direct any questions to Amy Allison at [aallison@leavenworthcounty.gov](mailto:aallison@leavenworthcounty.gov).

Cantrell Road is a two-lane gravel roadway with a width of approximately 21 feet.

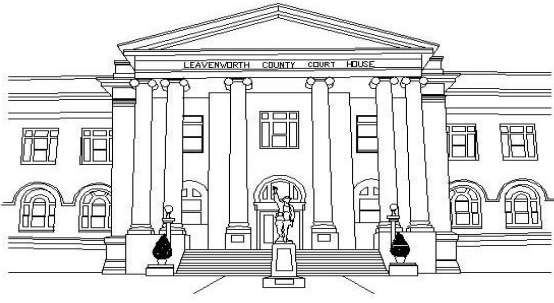
The SUP proposes 15 events a year. The rodeo event is the largest presented trip generator. If all events contained the same trips as the rodeo event the total trips per year for passenger vehicles would be 6,390 passenger trips and 60 commercial trips. Average trips per day would be 17.5 passenger trips and 0.16 commercial trips. The application states, the applicant will encourage vehicles to use 222nd Street to Cantrell Road for events. 222nd Street is a hard surfaced roadway. Cantrell Road is a gravel roadway. SUP's average daily trips proposed do not require a traffic impact study and physical roadway assessment for both gravel and hard surfaced roadways.

### **Additional Information Request:**

1. Olsson Comment (10.18.24): Provide expected number of guests per event. Provide how many guests are expected per vehicle. Provide number of employees per event (assume one employee per vehicle).

Applicant Response (11.08.24): Updated narrative states employees will range between 3 to 10 depending on the event type. Events will include family gatherings, birthdays, weddings, rodeos with music and food, along with some being open to public. The proposed number of events will be approximately 52 per year.

Olsson Response (11.18.24): Provide additional detail for the type of proposed 52 events per year with an estimate of guests, guests per vehicle, employees, commercial vehicles, and support



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vehicles (trash, food trucks, music trucks) for each. Update application to coordinate with the narrative.

### Example:

- 20 family gathering events a year – Each event includes up to 40 guests (2 attendees per vehicle), 2 employees, 1 commercial vehicle (porta potty), 0 support vehicles. Events on Friday through Sunday – 12 pm to 8 pm.
- 10 birthday events a year – 20 guests (2 attendees per vehicle), 1 employee, 1 commercial vehicle (porta potty), 0 support vehicles. Events on Friday through Sunday – 12 pm to 8 pm.
- 10 wedding events a year – Each event includes up to 200 guests (2 attendees per vehicle), 5 employees, 2 commercial vehicles (trash truck and porta potty), 2 support vehicles (1 music and 1 food). Events on Friday through Sunday – 12 pm to 10 pm.
- 10 rodeo events a year – Each event includes up to 300 guests (2 attendees per vehicle), 50 truck and trailers (1 attendee per vehicle), 10 employees, 2 commercial vehicles (trash truck and porta potty), 2 support vehicles (1 music and 1 food). Events on Saturdays – 12 pm to 10 pm.

**Note: Commercial vehicles, defined by TIF Policy, is: Commercial Vehicles (Vehicles with a greater classification than 12,000 lbs including trailer or daily combined gross vehicle(s) weight including trailer(s) greater than 60,000 lbs).**

Applicant Response (12.13.24): 15 public events most of them rodeos a year-each event include 300 guests (2 attendees per vehicle), 50 truck with trailers (1 attendee per vehicle), 10 employees, 2 commercial vehicles (1 trash truck/1 porta potty), 3 support vehicles (2 food and 1 music). Smaller private events may occur on the property. There will be 400 parking spots provided on site, including parking for 50 trucks with trailers. Parking outside the property will not be provided.

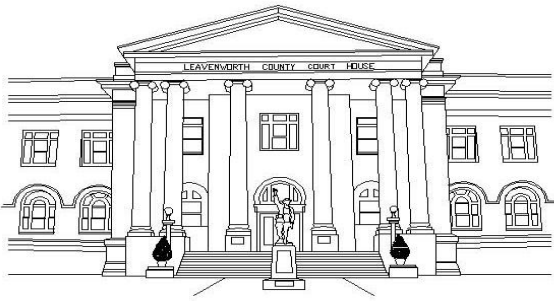
Olsson Response (12.23.24): 11.08.2024 site plan depicting stalls contains 350 parking spaces (300 standard and 50 oversized). Provide a revised site plan depicting 400 parking spaces.

2. Olsson Comment (10.18.24): Clarify total number of trips expected per month. Reviewing application, is 800 the number of trips per event (400 in/400 out)?

Applicant Response (11.08.24): No response provided

Olsson Response (11.18.24): Repeat comment. Update application to coordinate with the narrative.





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Applicant Response (12.13.24): The expected number of trips per month. Will varied depending on the events and type of events the number was about 400 (200 in and 200 out).

Olsson Response (12.23.24): No further comment.

3. Olsson Comment (10.18.24): Provide expected number of and size of livestock trailers anticipated for the event to the application. Per application, is four the total number of commercial vehicles being proposed to support each event (ie trash trucks, barricades) or is that the monthly number.

Applicant Response (11.08.24): No response provided.

Olsson Response (11.18.24): Repeat comment. Update application to coordinate with the narrative.

Applicant Response (12.13.24): Expected number of livestock trailers about 50.

Olsson Response (12.23.24): No further comment.

### **Public Work Comments:**

1. Olsson Comment (10.18.24): No on street parking shall be allowed. All generated traffic shall be parked within the private site.

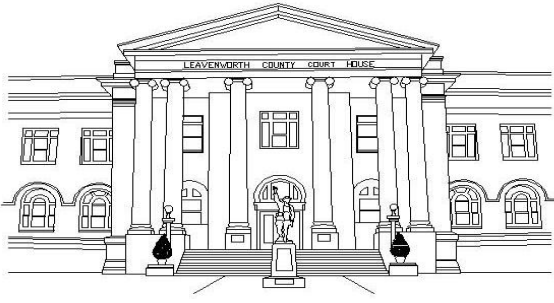
Applicant Response (11.08.24): The event will have parking staff on-site, keeping personal vehicles and vehicles with trailers separate, all parking will be taking place in the open fields on the property.

Olsson Response (11.18.24): No further comment.

2. Olsson Comment (10.18.24): Applicant to provide a turning template study to ensure driveway entrance size is adequate for trucks entering and exiting the site. Study shall be performed by a KS Professional Engineer.

Applicant Response (11.08.24): No response provided.

Olsson Response (11.18.24): Repeat comment.



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Applicant Response (12.13.24): Driveway template done by professional Kansas engineer David Lutgen.

Olsson Response (12.23.24): Driveway template proposes the driveway to be improved. Driveway to be improved including any necessary driveway storm pipe. 18 foot drive should extend south from the entrance approximately 42 feet to allow for truck and trailer exiting the property and allow an incoming truck and trailer to enter the property from the public street. Provide transition from 18-foot drive width to existing approximate 13-foot drive width. Contact County for permitting requirements.

3. Olsson Comment (10.18.24): Parking operations should be contained entirely on site; traffic should not queue onto the public road network when entering the site.

Applicant Response (11.08.24): The event will have parking staff on-site, keeping personal vehicles and vehicles with trailers separate, all parking will be taking place in the open fields on the property.

Olsson Response (11.18.24): No further comment.

4. Olsson Comment (10.18.24): The private driveway appears to be a dirt roadway with a width of approximately 12 feet, which would accommodate only one-way traffic. Designated bulb out areas will be required for vehicles that attempt to travel contraflow (need to support concurrent entering and exiting traffic). Provide locations with details on the site plan.

Applicant Response (11.08.24): No response provided.

Olsson Response (11.18.24): Repeat comment.

Applicant Response (12.13.24): The drive way is dirt road and two vehicle are able to come in and out at the same time since it is an open ground, the entrance gate is 20' wide.

Olsson Response (12.23.24): See Public Works comment #2 response dated 12.23.24. Applicant states adequate width is available on site for two way traffic