

PLAT NO. S/D 75-53 MAP NO. ~~75-53~~ 4849

NAME THE PARK Box 76-2 9th Floor

LOCATION: Southeast corner of Pawnee and Maize Road

ENGINEER K. O. Taylor

OWNER Douglas Castleberry

APPLICATION FILED 6-23-75

SKETCH PLAT FILED \_\_\_\_\_

PRELIMINARY FILED 6-23-75

S/D ACTION 7-3-75 Approved

FINAL FILED 3-1-76

S/D ACTION 3-11-76 Defer

S/D Action 3-18-76 Special meeting - Approved

MAPC ACTION 3-18-76 Off agenda item Approved

BCC ACTION 4-20-76 Approved as recorded

RECORDED August 13, 1976

REMARKS \_\_\_\_\_

S/D 75-53 - THE PARK - southeast corner of Pawnee and Maize Road.

*6-25-75*  
*6-25-75*

ACTION

	DATE
<i>S/D</i> COMMITTEE <i>Public Appearance</i>	<i>2-3-75</i>
<i>S/D</i> ( <i>General</i> )	<i>3-11-76</i>
<i>S/D</i> M.A.P.C.	<i>3-18-76</i>
	<i>3-18-76</i> <i>Approved</i>
B.C.C. / <del>B.C.C.</del>	<i>Approved</i> <i>4-20-76</i>
	<i>Reminded</i>

Map No. 4844  
Sec. No. 4842  
Twp. No. 5  
Range 28S  
1W

Subdivision Report and Progress  
S/D No.: 75-53

Name: THE PARK

General Location: Southeast corner Maize Road and Pawnee

Owner: Douglas Castleberry  
Address: 786 N. Ridge Rd. Phone: 943-2237  
Subdivider: same  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Engineer/Surveyor: K. O. Taylor Phone: \_\_\_\_\_  
Address: 1542 S. St. Francis Phone: 264-4072

Application Received 6-23-75  
Conf. with Applicant none  
Sketch Plat Received none submitted  
Present Zoning AA see BULK  
Proposed Zoning A, AA, LC & B  
Letter of Intent none

FINAL PLAT RECEIVED 3-1-76  
S/D Comm. Action 3-1-76 - Defers  
3-18-76 Approval

PREL. PLAT RECEIVED 6-23-75  
S/D Comm. Action 7-3-75  
Approval  
Dept. Report on Prel. 7-4-75

Dept. Report on Final  
M.A.P.C. ACTION 3-18-76 Approval  
Dept. Report on Final  
Letter on Irons Received  
Title/Taxes Rec'd & Reviewed 4-27-76  
Final Review  
Referral to B.C.C. 4-15-76

TRACING PROGRESS:  
Received \_\_\_\_\_  
Released \_\_\_\_\_  
Received \_\_\_\_\_  
Released \_\_\_\_\_

B.C.C. ACTION 4-20-76 Approval  
as required  
Recorded August 12, 1976

Comments:  
Note: also send notice of final plat hearing  
to Henry Budman 2816 S. Maize Rd. 67852  
4-11-76  
Called Doug Castleberry to pick up plat for  
recording  
  
sidewalk card made up July 29, 1976

MAINTENANCE  
SECTION - MISSOURI STATE

S/D 75-53 n  
2-1665

REGISTER OF DEEDS  
SEDGWICK COUNTY, KANSAS

B  
8-17-76  
24

THE PARK ADDITION was  
filed for record on August 12, 1976

*Barbara J. McCarty*  
Register Of Deeds

T9-328

REGISTER OF DEEDS  
SEDGWICK COUNTY, KANSAS

REFILED THE PARK ADDITION was  
filed for record on December 7, 1977



*Barbara J. McCarty*  
Register of Deeds

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

T9-328

## WICHITA-SEDGWICK COUNTY

DATE

April 16, 1980

## METROPOLITAN AREA PLANNING DEPARTMENT

TO Donald C. Gisick, City Clerk  
 FROM Louise Olivarez, Senior Planner  
 SUBJECT Release of expired letters of credit associated with plats.

Listed below are sixteen letters of credit which may be released at the request of the purchasers or the banks. The improvements guaranteed by these letters of credit have all been completed.

<u>Plat</u>	<u>Purchaser</u>	<u>Bank</u>	<u>Amount</u>	<u>Improvement</u>
S/D 73-30 Woodlawn Place	Fidelity Dev., Inc.	Fidelity Inv. Co.	\$ 94,000	drainage ditch
S/D 73-30 Woodlawn Place	Fidelity Dev., Inc.	Fidelity Inv. Co.	20,700	water line
S/D 75-53 The Park	The Park	Union National	100,000	lift station & force main
S/D 75-99 Pheasant Run Addition	Carson & Sproul	Central State	4,500	sidewalks
S/D 76-14 Stevens-Ryan Addition	James H. Stevens & Thomas J. Ryan	Boulevard	1,300	construct side walk & close driveway
S/D 76-81 Walenta 2nd Addition	Donald J. Walenta	Central State	7,000	sidewalks - sanitary sewer
S/D 76-92 Caro 4th Addition	Alfred A. Caro	First National	2,000	sidewalk
S/D 76-92 Caro 4th Addition	Alfred A. Caro	First National	12,500	sewer
S/D 76-125 The Moorings	MIBAC, Inc.	United American	115,000	pumping static and force main
S/D 77-21 Jack Russell Addition	Jack U. Russell	Southwest National	1,000	sidewalk
S/D 77-34 Fields & Pate Addition	Pate Construction	Fourth National	2,200	sidewalks
S/D 77-53 Roann Add	Roe Messner	Fourth National	17,250	pave Mt. Carmel
S/D 77-93 Woodchuck Villas	P.E.C., P.A.	First National	24,910	sanitary sewer
S/D 77-92 Cross Town East	M.K. Gentry & Vernon J. Jacobs	Fourth National	8,000	sanitary sewer
S/D 77-103 Maple Gardens	E.E. Kardatzke	National Bk. of Wichita	21,000	water
S/D 77-103 Maple Gardens	E.E. Kardatzke	National Bk. of Wichita	42,000	sanitary sewer

THE CITY OF WICHITA  
OFFICE OF ENGINEERING

DATE

NOV 7, 1979  
**RECEIVED**

NOV - 8 1979

TO DON ANDERSON, DIRECTOR OF ECONOMIC DEVELOPMENT  
FROM YASH D. DESAI, DRAINAGE CHIEF ENGINEER

METROPOLITAN PLANNING  
ROUTE  ~~1~~  
 Louise

SUBJECT DRAINAGE PLAN: LOTS 1, 2 & 3,  
BLOCK 3, THE PARK ADDITION

You may be aware that when the drainage plan for The Park Addition was approved by the Flood Control Office in 1976 by K. O. Taylor, P.E., only a rough conceptual plan was agreed between Mr. Mitchell and Mr. Taylor. A large portion of The Park Addition is now developed with storm sewers and drainage redesigned by the Engineering Department.

The developer has indicated interest in urbanizing the rest of The Park Addition. This portion of the plat includes three large lots, namely Lots 1, 2 & 3, Block 3. A satisfactory drainage plan for this Block has not been submitted and the understanding at the time of platting was that the said drainage plan for this Block 3 shall be submitted prior to obtaining building permit by the future developer(s) of this Block. Since the Engineering Department is preparing preliminary storm sewer plan to serve this Block 3 and the land adjacent to proposed Yosemite Drive, it would be desirable to submit the Block 3 drainage plan at the present time so the storm sewer could be properly designed to incorporate the Block 3 drainage.

It is recommended, however, that no permit be approved for Lots 1, 2 & 3, Block 3, The Park Addition prior to developer submitting satisfactory drainage plan to Engineering Department. The developer(s) should also be made aware that the said drainage plan should include construction of private storm water sewers connecting into the proposed public storm water sewer in Yosemite Avenue.

Please feel free to call me at (316)268-4235 if you need additional information.

*Yash D. Desai*  
Yash D. Desai, P.E.  
Drainage Chief Engineer

YDD/d1a

cc: Jack Galbraith, Chief Planner X  
Ken Bengtson, Van Doren-Hazard-Stallings

S/O 75-53

1-4-78 Dean Sellers  
and John Kraus  
said lift station  
and force main are  
complete

8-2-77

Need provision for  
improvement & maintenance  
of common open space  
parking areas etc. and other non  
public open areas & provision  
for City to maintain.

B Y - L A W S

OF

THE PARK HOMEOWNERS' ASSOCIATION, NO. 1

ARTICLE I.

Government

Section 1. The government of the corporation shall be vested in a Board of Directors consisting of seven (7) Directors. Director's fees shall be determined by a majority vote of the members of the corporation.

Section 2. Election of Directors shall be conducted at the annual members' meeting. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each Director then serving. Additional nominations for Directorships and Directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 3. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

Section 4. Any Director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the corporation at the same meeting.

Section 5. Notwithstanding the provisions of Sections 1, 2 and 6 of this Article I, until the developer, such developer being The Park, a Kansas Limited Partnership, of The Park Addition to Wichita, Kansas, has completed and sold all the lots in said Addition, or until December 31, 1984, or until the developer elects to terminate control of the corporation, whichever first occurs, the first Directors of the corporation, named in the Articles of Incorporation, shall serve, and in the event of a vacancy, the remaining Director shall fill the vacancy, and if there are no remaining Directors the vacancies shall be filled by the developer.

Section 6. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner herein provided.

ARTICLE II.

Offices and Resident Agent

Section 1. The principal offices of the corporation shall be in the City of Wichita, Sedgwick County, Kansas, and the registered office is 786 North Ridge Road, Wichita, Kansas 67212. The name of the Resident Agent in charge thereof from and after the effective date of these By-Laws shall be Douglas L. Castleberry.

ARTICLE III.

Conveyances

Section 1. Any and all instruments of conveyance, deeds, assignments, mortgages, pledges, releases, trust indentures or other instruments of conveyance, transfer, mortgage or pledge shall be deemed to be valid and sufficient when the same are signed and executed in the name of the corporation (and acknowledged where required) by the President or Vice-President, and when the same are attested by the Secretary of the corporation.

ARTICLE IV.

Members Meetings

Section 1. Subject to the provisions of Article I, Section 5, the annual members' meetings shall be held at the office of the corporation, or such other place as may be determined by the Board of Directors, at 7:30 p.m., central time, on the first Monday in May of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. If that date is a legal holiday, the meeting shall be held at the same hour on the next day.

Section 2. Special members' meetings may be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

Section 3. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the corporation and shall be mailed not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

Section 4. A quorum at members' meetings shall consist of persons

entitled to cast a majority of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in Section 3 of this Article.

Section 5. In any meeting of members, the owners of dwelling units shall be entitled to cast one vote for each dwelling unit owned, dwelling unit shall be defined to mean and include one integral unit, with appurtenant structures, designed and constructed for use as a residence for one family, provided however, with regards Lots 1 through 13, inclusive, Block 5, The Park Addition, which lots are designated for duplex, tri-plex or four-plex units, the owners of said lots shall be entitled to one vote only for each lot. If a dwelling unit or lot is owned by one person, his right to vote shall be established by the record title to his dwelling unit or lot. If a dwelling unit or lot is owned by more than one person, or is under lease, the person entitled to cast a vote for the dwelling unit or lot shall be designated by a certificate signed by all record owners of the dwelling unit or lot and filed with the Secretary of the corporation. If a dwelling unit or lot is owned by a corporation, partnership or trust, the person entitled to cast a vote for the dwelling unit or lot shall be designated by a certificate of appointment signed by the president or vice president, and attested by the secretary or assistant secretary of the corporation, or signed by the partners or trustee, and filed with the Secretary of this corporation. Such certificate shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the dwelling unit or lot concerned. A certificate designating a person entitled to cast a vote of a dwelling unit or lot may be revoked by any owner thereof. In the event the owners of a dwelling unit or lot are unable to agree upon who shall cast the vote, the owners of such dwelling unit or lot shall not be entitled to vote.

Section 6. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the secretary before the appointed time of the meeting.

#### ARTICLE VI

##### Directors Meetings

Section 1. The organization meeting of the first Board of Directors shall be held within ten (10) days of the filing of the Articles of Incorporation, and shall be held at such place and time as shall be fixed by the Directors, and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.

Section 2. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by

a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail or telephone at least three (3) days prior to the day named for such meeting.

Section 3. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Notice of the meeting shall be given personally or by mail or telephone at least three (3) days prior to the day named for such meeting, which notice shall state the time, place, and purpose of the meeting.

Section 4. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 5. A quorum at Directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 6. All of the powers and duties of the corporation existing under the Articles of Incorporation of this corporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to the approval by dwelling unit or lot owners when such is specifically required. Compensation of employees of the corporation shall be fixed by the Directors. A Director may be an employee of the corporation, and a contract for management of the corporation may be entered into with a Director.

#### ARTICLE VI.

##### Officers

Section 1. The officers of the corporation shall be chosen by the Board of Directors, and shall be a President, Vice President, Secretary and Treasurer. The President and Vice President shall be chosen from among the Directors. All officers shall be elected annually by the Board of Directors and they may be removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the corporation. Compensation of officers shall be fixed by the Board of Directors.

Section 2. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors; he shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall further have power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the corporation. He shall execute contracts, bonds, mortgages, deeds, and other instruments requiring the signature of the corporation.

Section 3. The Vice President shall, in the absence of or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors may prescribe.

Section 4. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members, and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

Section 5. The Treasurer shall have custody of all the funds of the corporation, including securities and evidences of indebtedness. He shall keep the books of the corporation in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer. He shall give bond indemnifying the corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, or other act of fraud or dishonesty, if required by the Board of Directors, in such sum and with such sureties as the Board of Directors may determine.

Section 6. In the event of vacancies occurring as to any officer, one or more, by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Board of Directors, by a majority vote, may choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

#### ARTICLE VII.

##### Accounting

Section 1. The funds and expenditures of the corporation shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

- a) "Current Expenses", which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and

working funds, except expenditures chargeable to reserves, to additional improvements, or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b) "Reserve for Deferred Maintenance", which shall include the funds for maintenance items which occur less frequently than annually.

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

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

Section 2. The Board of Directors shall adopt a budget for each Calendar year which shall include the estimated funds required to defray common expenses and to provide funds for the accounts listed above in these By-Laws. The budget shall take into account the following items:

a) "Current Expense", the amount for which shall not exceed 105% of the budget for this account for the prior year.

b) "Reserve for Deferred Maintenance", the amount for which shall not exceed 105% of the budget for this account for the prior year.

c) "Reserve for Replacement", the amount for which shall not exceed 105% of the budget for this account for the prior year.

d) "Additional Improvements", the amount for which shall not exceed \$10,000.00, provided, however, that in the expenditure of this fund no sum in excess of \$1,000.00 shall be expended for a single item or purpose without approval of the members of the corporation.

e) "Operations", the amount of which may be to provide a working fund or to meet losses.

The amount for each budgeted item may be increased over the foregoing limitations when approved by dwelling unit or lot owners entitled to cast not less than 75% of the votes of the entire membership of the corporation. Until the developer has completed and sold all of the dwelling units or lots in The Park Addition, or until December 31, 1984, or until the developer elects to terminate control of the corporation, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall

be furnished to each member. Until the developer has completed and sold all of the lots in The Park Addition, or until December 31, 1984, or until the developer elects to terminate control of the corporation, whichever shall first occur, the Board of Directors shall have authority to increase or decrease the assessments notwithstanding the provisions of Subparagraphs a, b and c hereof.

#### ARTICLE VIII.

##### Assessments

Section 1. Assessments against the dwelling unit or lot owners for their share of the items of the budget shall be made on or before December 20 preceding the year for which the assessments are made. Such assessment shall be due in twelve (12) equal payments on the 1st day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors if the items of the amended budget do not exceed such limitations thereon for that year. Any item which does exceed such limitations shall be subject to the approval of the membership of the corporation as provided in Article VII of these By-Laws or Section 3 of this Article if an emergency assessment. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment.

Section 2. If a dwelling unit or lot owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the lot owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the dwelling unit or lot owner, or not less than twenty (20) days after the mailing to him of such notice by registered or certified mail, whichever shall first occur.

Section 3. If any assessment remains unpaid after notice thereof as provided in Section 2, such unpaid assessment shall become a lien upon the real estate of the defaulting dwelling unit or lot owner and such lien shall be subject to foreclosure in the same manner as are mechanic's liens, and in any such foreclosure the owner of the dwelling unit or lot subject to the lien shall be required to pay a reasonable rental for the real estate, if improved, and the corporation shall be entitled to the appointment of a receiver to collect such rental. In lieu of foreclosing on the lien herein provided for, the corporation may waive such lien and sue for the amount of the assessment.

Section 4. Assessment for common expense emergencies which cannot be paid from the annual assessments for common expenses or which would cause a deficit in the annual budget, shall be made only after notice of the need therefor to the members. After such notice and upon approval by members entitled to cast more than one-half of

the votes of the members at a meeting called pursuant to Article IV, Section 2, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors may require, provided, however, the Board of Directors may expend not to exceed \$1,000.00 without member approval to protect the property of the corporation from damage caused by an emergency.

Section 5. The depository of the corporation shall be such bank or banks as shall be designated from time to time by the Directors in which the monies of the corporation shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the Directors.

Section 6. An audit of the accounts of the corporation shall be made annually by a certified public account, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

Section 7. Assessments on each improved lot in The Park Addition shall be equal, provided however, unimproved or vacant lots shall be assessed at a rate equal to ten (10%) percent of the assessment on improved lots.

#### ARTICLE IX.

##### Amendments

Section 1. These By-Laws may be amended in the following manner:

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

b) A Resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the corporation. Directors and members not present in person nor by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the mailing. Except as elsewhere provided, such approvals must be by at least 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the association. Until the first election of Directors, all Directors must approve any amendment.

Section 2. No amendment shall discriminate against any dwelling unit or lot owner or against any dwelling unit or lot or class or group of dwelling units or lots unless the dwelling unit or lot owners so affected shall consent.

Section 3. A copy of each amendment shall be certified by the President and Secretary of the corporation as having been duly adopted and shall be effective when recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

ARTICLE X.

Miscellaneous

Section 1. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be as follows:

- a) Calling of the roll and certifying of proxies.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading and disposal of any unapproved minutes.
- d) Reports of officers.
- e) Reports of committees.
- f) Election of judges of election.
- g) Election of Directors (if necessary).
- h) Unfinished business.
- i) New business.
- j) Adjournment.

provided, however, that the order of business may be changed by an affirmative vote of a majority of the members present.

Section 2. The order of business at any meeting of the Board of Directors shall be substantially as follows, so far as is consistent with the purposes of the meeting.

- a) Calling of roll.
- b) Proof of notice of meeting.
- c) Reading and disposal of any unapproved minutes.
- d) Reports of officers and committees.
- e) Election of officers.
- f) Unfinished business.

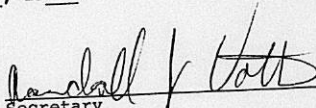
g) New business

h) Adjournment

Section 3. The fiscal year of the corporation shall be the calendar year.

Section 4. Robert's Rules of Order (Latest Edition) shall govern the conduct of the corporation meetings when not in conflict with the Declaration, the Articles of Incorporation or these By-Laws.

The foregoing were adopted as the By-Laws of The Park Homeowners' Association, No. 1, a corporation NOT for profit under the laws of the State of Kansas, at a meeting of the Board of Directors held on \_\_\_\_\_, 19\_\_.

  
Secretary

APPROVED:

  
President

DECLARATION OF COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, The Park, a Kansas Limited Partnership,  
being the owner of all the following described real estate, to-wit:

Lots 2 to 94, inclusive, Block 1; Block 2;  
Lots 2 to 11, inclusive, Block 4; Lots 1 to  
134, inclusive, Block 5; and Block 6; The  
Park, an Addition to Wichita, Sedgwick County,  
Kansas;

do hereby impose the following protective restrictions and covenants upon the above described real estate and they shall be filed for record in the office of the Register of Deeds of Sedgwick County, Kansas; and each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land, or any interest therein, and shall inure to and pass with each and every building site, and shall bind the respective successors in interest of the present owners thereof. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon the lots and blocks above described, except certain of the restrictions which shall not be uniformly applicable to all lots, as hereinafter set forth, and all are to be construed as restrictive covenants running with the title to such lots.

1. Definition of Terms: (a) "Residential building site", or "building site" shall mean any lot or portion thereof, or two or more contiguous lots, or portions thereof, upon which a dwelling unit, with appurtenances, may be erected in conformance with these covenants.

(b) "Single family dwelling unit", or "dwelling unit" shall mean and include one integral unit, with appurtenant structures, designed and constructed for use as a residence for one family.

(c) "Detached single family dwelling" shall mean and include a building, with appurtenant structures, which shall not be connected to or attached to any other dwelling unit. It shall not mean any flat, apartment, multi-family dwelling, patio home, townhouse, duplex,

triplex or four-plex, even though they may be intended for residential purposes.

(d) "Attached single family dwelling" shall mean a dwelling unit which is incorporated into a single building which may contain two or more dwelling units, but intended to be under separate ownership from other dwelling units within such a building. The same shall not include a duplex, triplex or four-plex.

(e) "Duplex", "Triplex" and "Four-Plex", shall mean and include single structures with two, three or four dwelling units within a single building under single ownership.

(f) "Out building" shall mean any enclosed, covered structure not directly attached to a dwelling unit to which it is appurtenant. Such shall not be defined to mean a carport, which structures are expressly prohibited.

(g) "Improvements" shall mean and include a new dwelling unit as herein defined, out buildings, fences, walls, hedges and other usual appurtenances now common to dwelling usage.

(h) "Front and side street building set-back line or lines" shall mean the minimum distance which a dwelling unit may be set back from the front and/or side lot lines, respectively, if applicable.

(i) "Side building site line" shall mean the boundary or property line dividing two adjoining building sites, if any.

(j) "Common area" shall mean and include all the Reserves A in Blocks 1, 2, 5 and 6, and Lot 135, Block 5.

(k) "Homeowners Association" shall refer to The Park Homeowners' Association, No. 1, a Kansas non-profit corporation and the By-Laws thereof and all rules and regulations promulgated pursuant to said Articles and By-Laws.

2. All lots are for residential purposes only. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind, nor so-called home occupations, nor any other business or profession shall be maintained, practiced or permitted on any

building site or in any detached single-family dwelling or appurtenant structure erected on any lot, nor in any other out-building, even though it does not include the employment of any additional persons in the performance of such business, trade or profession. No activity which may be or become an annoyance or nuisance to the neighborhood shall be carried on upon any building site or in any dwelling unit or appurtenant structure or out-building erected therein.

3. No garage or basement may be converted into apartments or living quarters.

4. No previously constructed building, dwelling unit or out building may be moved onto a building site, except that the constructions of prefabricated homes from a recognized manufacturer may be permitted. No dwelling unit, or any part thereof, nor any appurtenant structure to be used in conjunction with a dwelling unit may be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. No temporary house, temporary dwelling, temporary garage, temporary out building, trailer home, or other temporary structure shall be placed or erected upon any lot, provided however, temporary construction sheds or the like may be utilized during the period of construction of a dwelling unit or units upon any lot or lots.

5. (a) In addition to the other requirements and restrictions set forth herein, the following requirements shall control with regard to Lots 67 to 134, inclusive, Block 5; Lots 1 to 25, inclusive, Block 6; and Lots 2 to 11, Block 4. All improvements shall be set back a minimum of twenty-five (25) feet from the front lot line; there shall be a side yard set back on each side of not less than six (6) feet, provided however, any out-building appurtenant to a detached single-family dwelling shall not be required to be set back more than three (3) feet from an interior side lot line when all parts of said out-building are located more than one-half (1/2) the depth of the lot behind the front property line; and there shall be a rear yard having a depth of not less than twenty (20) feet. Provided further, no out-building shall be constructed on any platted

or recorded easement. Only one detached single family dwelling, with appurtenant structures, may be constructed upon each of said lots.

(b) In addition to the other requirements and restrictions set forth herein, the following requirements shall control with regard to Lots 2 to 94, inclusive, Block 1; Lots 1 to 18, inclusive, Block 2; and Lots 14 to 66, inclusive, Block 5. All improvements shall be set back a minimum of five (5) feet from the front property line, provided however, a garage appurtenant to a single-family dwelling, either attached or detached, which is front load from the street, shall be set back a minimum of twenty (20) feet from the street right-of-way. Side yard set-backs shall be zero (0) feet for attached single-family dwellings, provided however, in no event shall separate buildings be permitted closer to each other than ten (10) feet. No rear yard set-back shall be required.

6. Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any part of any building site subject to these covenants.

7. Livestock and Pets. No livestock, chickens, fowls, or other animals, except the usual and ordinary number of family pets, shall be kept by the occupants of any dwelling unit constructed upon a building site.

8. Utility Lines and Cable Television. All electrical service, telephone lines and cable television service shall be placed under ground and no outside service to any dwelling unit shall be permitted, provided however, overhead electric lines may be permitted to serve lighting of the streets and common area. Any part or all of this restriction may be waived by the undersigned.

9. Signs, etc. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided however, permission is hereby granted for the erection and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall not be more than five (5) square

feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the building site upon which it is erected.

10. Nuisance. No lot or any of the common area shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot or common area to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot or common area that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

11. Mining. No derrick or other structure designed for use on boring for oil or natural gas shall be erected, placed, or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphaltum or other hydrocarbon products or minerals of any kind be produced or extracted therefrom.

12. Construction. All dwelling units or structures upon any of the lots subject to these restrictions must be constructed by a licensed contractor licensed by the City of Wichita, Kansas, and no used building materials may be incorporated in any improvement. No evaporative-type cooler shall be used in conjunction with any improvements.

13. Drainage. Drainage ways shall conform to the requirements of all lawful public authorities.

14. Commercial vehicles. No commercial vehicles, construction vehicles or like equipment or mobil or stationary trailers of any kind shall be permitted on any lot unless the same is kept completely enclosed.

15. Homeowners' Association. For the purpose of maintaining the common area and any community facilities, of every kind and nature required or desired within the area, for the general use and benefit of all the building site owners whose building sites are

subject to these covenants, each and every building site owner, in accepting a deed or contract for any building site, agrees to and shall be a member of and be subject to the obligations and duly enacted By-Laws and rules of The Park Homeowners' Association, No. 1, a Kansas non-profit corporation. The Articles of Incorporation and By-Laws of such corporation shall be filed for record and the same are specifically incorporated herein by reference.

16. Fences, screening, television antennas and vehicle parking.

No fences or other screening shall be allowed in the front set-backs of any of the lots and no television antennas shall be attached to the exterior of any dwelling unit. No vehicles, vehicles being herein defined to include automobiles, motor homes, trailers, motorcycles, boats, tractors or other means of conveyance, shall be parked or stored in either the front, side street or side yard set-backs except on driveways leading directly from the public street to an attached garage or other out building.

17. Architectural Control. In lieu of restrictions heretofore commonly used governing minimum cost or square foot area of dwelling units, both of which have proven inadequate in protecting existing or future property owners because of the fluctuating value of the dollar and the changing designs, customs and trends in home building, these covenants shall and do hereby provide that no dwelling unit or other improvements, including fences, as herein defined, shall be erected, placed or altered on any building site in said Addition until the building or other improvements plans, specifications and plot plat showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony for external design, including the height of said improvements, with existing structures in the Addition, and as to location of the improvements with respect to topography, grade and finished ground elevation by the Architectural Control Committee as hereinafter provided. The Architectural Control Committee, its successors or assigns, shall not be liable in damages to anyone so submitting plans for approval, or to any other owner or owners of building sites covered by this instrument by reason of mistaken judgment, negligence or non-feasance of themselves arising out of or in connection with the approval or disapproval, or failure to approve any such plans. In the event the Architectural Control Committee fails to approve or disapprove such design, height and location within

thirty (30) days after said plans and specifications have been submitted, this covenant will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of the terms and conditions of this paragraph or without the written approval required, and no suit to enjoin the erection, establishment or alteration of such improvements has been commenced prior to the completion thereof, this covenant will be deemed to have been fully complied with.

The Architectural Control Committee is composed of the following persons, to-wit:

Douglas L. Castleberry

Randall J. Voth

Margaret G. Delmar

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, a majority of the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

18. Term of Restriction. These restrictive covenants shall run with the land and be binding upon all persons using, occupying or owning such property and their respective heirs, successors and assigns thereof until the 30th day of June, 2002, at which time these restrictive covenants shall be automatically extended for successive periods of ten (10) years each unless by a vote of a majority in number of the then owners of the building sites subject to these restrictions, as shown by the records in the office of the Register of Deeds of Sedgwick County, Kansas, it is agreed to change said restrictions or covenants in whole or in part. If any building site is owned by more than one person, the owners of such a building site shall be collectively entitled to one vote.

19. Violations. If any person shall violate or attempt to violate any of the restrictions herein set forth it shall be lawful

for any other person or persons holding any building site in said Addition to prosecute in any court of competent jurisdiction, any proceeding at law or in equity against the person or persons so violating or attempting to violate any such restriction, either for the purposes of preventing him or them from doing so, or to recover damages for such violation. Any waiver of the enforcement of any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter nor shall such waiver be deemed to be a waiver of any future or successive violation.

20. Invalidity. In the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, we, the undersigned, have caused this instrument to be executed this 30th day of June, 1977.

THE PARK,  
A Kansas Limited Partnership

By Douglas L. Castleberry  
Douglas L. Castleberry  
General Partner

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, That on this 1st day of July, 1977, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DOUGLAS L. CASTLEBERRY, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of The Park, a Kansas Limited Partnership.



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

Catherine Naughton  
Notary Public

My Commission Expires: 7-1-81

ARTICLES OF INCORPORATION

We, the undersigned, incorporators, hereby associate ourselves together to form and establish a corporation NOT for profit under the laws of the State of Kansas.

FIRST: The name of the corporation is THE PARK HOMEOWNERS' ASSOCIATION, NO. 1.

SECOND: The location of its registered office in Kansas is 786 North Ridge Road, Wichita, Sedgwick County, Kansas, 67212, and the Resident Agent in charge thereof at such address is Douglas L. Castleberry.

THIRD: The corporation is organized NOT for profit and the nature of its business and purposes to be conducted or promoted is to provide an entity for the preservation, maintenance and improvement of the following described real estate, to-wit:

- (a) Reserve "A", Block 1; Reserve "A", Block 2; Reserve "A", Block 5; and Lot 135, Block 5; all in The Park, an Addition to Wichita, Sedgwick County, Kansas,

which said real estate is to become a common area for the exclusive and mutual benefit of the owners of the following described real estate, to-wit:

- (b) Lots 2 to 94, inclusive, Block 1; Lots 1 to 18, inclusive, Block 2; Lots 1 to 134, inclusive, Block 5; Lots 1 to 25, Block 6; and Lots 2 to 11, inclusive, Block 4; all in The Park, an Addition to Wichita, Sedgwick County, Kansas.

FOURTH: There shall be no distribution of income to the members, directors or officers of the corporation, however, this shall not preclude the payment of salaries and compensation to the officers, directors and employees of the corporation, even though they may be members thereof.

FIFTH: The corporation shall not have authority to issue capital stock.

SIXTH: The first Board of Directors, appointed herein, shall have authority to adopt By-Laws for the government of the

Corporation, and thereafter, such By-Laws may be altered, amended or repealed as provided in said By-Laws.

The affairs of the corporation will be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws, but not less than two (2) directors and in the absence of such determination, shall consist of two (2) directors. The first election of directors shall not be held until all of the lots described in Paragraph Third (b) hereof have been sold by the developer of The Park Addition, or until after \_\_\_\_\_ December 31, 1984, or until such developer elects to terminate control of the corporation, whichever shall first occur. The directors hereinafter named shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining director.

All directors of the corporation must be members of the Homeowners' Association hereby established.

SEVENTH: The corporation shall have all of the common law and statutory powers of a corporation NOT for profit which are not in conflict with the terms of these Articles.

The corporation shall have, but not be limited to, the following additional powers:

- (A) To make and collect assessments against members to defray the costs, expenses and losses of the Corporation.
- (B) To use the proceeds of assessments in the exercise of its powers and duties.
- (C) To maintain, repair, replace and operate the common areas and facilities described in Paragraph Third (a) hereof.
- (D) To purchase insurance as required for the protection of the Corporation and its members.
- (E) To reconstruct improvements after casualty loss and to further improve the property.

(F) To make and amend the reasonable regulations respecting the use of the property of the Corporation; provided however, that all such regulations and amendments thereto shall be approved by not less than seventy-five percent (75%) of the votes of the entire membership of the Corporation before such shall become effective.

(G) To contract for the management of the corporate property, if required, and to delegate to such contractor all powers and duties of the Association, except such delegation of authority shall be subject to the approval of seventy-five percent (75%) of the membership of the Association.

(H) To employ personnel to perform the services required for proper operation of the corporate property.

(I) All funds and the titles of all properties acquired by the Corporation and the proceeds thereof shall be held in trust for the members in accordance with the provisions of these Articles and the By-Laws.

(J) The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the By-Laws.

**EIGHTH:** The members of the corporation shall consist of all the record owners of the lots described in Paragraph Third (b), hereof.

Change of membership in the Corporation shall be established by the recording in the office of the Register of Deeds of Sedgwick County, Kansas, of a deed establishing record title to a lot or a part thereof and the delivery to the President of the corporation of a certified copy of such deed, the owner designated by such instrument thereby becoming a member of the Corporation. The membership of the prior owner shall then be terminated as to the lot or portion thereof conveyed.

The share of a member in the funds and assets of the

Corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenant to his lot or part thereof.

If any lot or part thereof is owned by more than one party, either as joint tenants or tenants in common, the owners, collectively, of said lot, or part thereof, shall be entitled to one (1) vote only. The manner of exercising of voting rights shall be determined by the By-Laws of the Association.

NINTH: The names and mailing addresses of each of the incorporators are as follows:

Douglas L. Castleberry, 14 Lakeview Court,  
Goddard, Kansas;

The Park, a Kansas Limited Partnership, 786 North  
Ridge Road, Wichita, Kansas 67212.

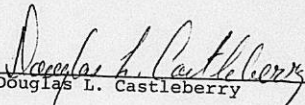
TENTH: The names and mailing addresses of each person who is to serve as a director until the first election of directors by the members, and until their successors are elected and qualified, are as follows:

Douglas L. Castleberry, 14 Lakeview Court,  
Goddard, Kansas;

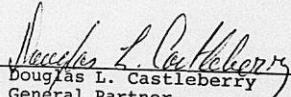
Randall J. Voth, 3223 South Edwards,  
Wichita, Kansas.

ELEVENTH: The term for which this Corporation is to exist is in perpetuity.

IN WITNESS WHEREOF, we have hereunto subscribed our names  
this 30th day of June, 1977.

  
\_\_\_\_\_  
Douglas L. Castleberry

THE PARK, a Kansas Limited  
Partnership

By   
\_\_\_\_\_  
Douglas L. Castleberry  
General Partner

STATE OF KANSAS )  
                  ) ss:  
SEDGWICK COUNTY )

BE IT REMEMBERED, That on this 1<sup>st</sup> day of July, 1977,  
before me, the undersigned, a Notary Public in and for the County  
and State aforesaid, came DOUGLAS L. CASTLEBERRY, personally known  
to me to be the same person who executed the within instrument of  
writing and such person duly acknowledged the execution of the same  
for and on behalf of The Park, a Kansas Limited Partnership.

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



Catherine Vaughn  
Notary Public

STATE OF KANSAS )  
                  ) ss:  
SEDGWICK COUNTY )

BE IT REMEMBERED, That on this 1<sup>st</sup> day of July, 1977,  
before me, the undersigned, a Notary Public in and for the County and  
State aforesaid, came DOUGLAS L. CASTLEBERRY, personally known to me  
to be the same person who executed the within instrument of writing  
and such person duly acknowledged the execution of the same.

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



Catherine Vaughn  
Notary Public

THE CITY OF WICHITA  
OFFICE OF Economic Development

DATE November 24, 1976



TO E. H. Denton, City Manager

FROM Grover E. McKee, Director of Economic Development

SUBJECT Request for Initiation of  
Public Improvements -  
The Park

Douglas L. Castleberry, General Partner of Doug Castleberry and Associates, real estate broker for the Park, a Kansas Limited Partnership, has been working with various City of Wichita departments relative to the Development Policy for Public Improvements. As of November 24, 1976, all requirements have been satisfied under AR 31 Revised to initiate public improvements on the development project entitled The Park.

Mr. Castleberry has supplied this office with the following:

1. Assignment of Sales Agreements to the City of Wichita, Kansas.
2. A check payable to the City of Wichita in the amount of \$33,820.00 which represents ten percent of the purchase price of the sales agreements on 35.417% of the benefitted properties.
3. Listing of Sales Agreements.
4. Copies of seventeen bona fide land sales agreements.

The Department of Economic Development staff has reviewed the foregoing documents and verified the benefit percentages as accurate calculations.

These submissions provide "reasonable assurance" that the City's credit will not be adversely affected by installing and financing water, paving and sewer to this project.

With a copy of this memorandum, the originals of these documents are being forwarded to the City Clerk and the check is being forwarded to the City Treasurer.



E. H. Denton, City Manager  
November 24, 1976  
Page 2

It is requested that public improvements as itemized on the attachments be immediately implemented.



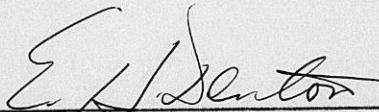
Grover E. McNee  
Director of Economic Development

GEM:gs

Attachments

cc: John Wynkoop, Director of Water & Water Pollution Control  
Ray Bruggeman, Director of Public Works  
Robert Lakin, Director of Planning ✓  
Don E. Anderson, Director of Administration  
Donald Gisick, City Clerk  
Ralph Klose, City Treasurer  
Pat Miller, EED Director

The Director of Public Works and the Director of Water and Water Pollution Control as hereby directed to install the public improvements itemized for this project.



E. H. Denton, City Manager

Date DEC 2 1976

DATE November 23, 1976

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that THE PARK, A KANSAS LIMITED PARTNERSHIP the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) 17 certain sales agreements attached hereto for the property listed and described in Attachment I to this assignment and which is hereby incorporated into this assignment as if fully set out herein, together with the sum of Thirty-three Thousand Eight Hundred Twenty and no/100 dollars (\$33,820.00), said sum being equal to ten (10) percent of the purchase price of the aforementioned sales agreement(s), all of which is given to secure the cost of installing certain petitioned public improvements.

The properties so assigned constitute 35.417 percent (35.417%) of the properties to be benefitted by the following public improvements:

- Water service available to Lot 1, and 64 thru 94, Block 1;
- Lots 1 thru 11, Block 4; Lots 93 thru 134, Block 5
- Sewer service and Paving as described in attached resolutions

(list description of street, drainage, sewer and/or water improvements to be installed.)

It is requested that installation of said improvements be initiated in accordance with the City of Wichita Development Policy for Public Improvements.

THE PARK, A KANSAS LIMITED PARTNERSHIP

Douglas L. Castleberry  
Douglas L. Castleberry  
General Partner

STATE OF KANSAS)SS  
SEDGWICK COUNTY)

Sworn to and subscribed before me this 23rd day of November, 1976



La Veda J. McElwain  
Notary Public  
La Veda J. McElwain

My Commission Expires October 26, 1979

(One copy to be sent to the Director of Economic Development of the City of Wichita).

LISTING OF SALES AGREEMENTS  
in THE PARK Subdivision

- a. Lot Lot 2, 3, Block 4, and Lot 133, 134, Block 5  
b. Purchaser DUNHAM CONSTRUCTION INC.  
Address 786 North Ridge Rd.  
Telephone 943-8357  
c. Contract Sales Price \$19,800.00  
d. Down Payment Assigned \$ 1,980.00
- a. Lot Lot 117, 118, 127, 128, Block 5  
b. Purchaser CONSTRUCTION ENTERPRISES, INC.  
Address 1039 North Broadway  
Telephone 265-7231  
c. Contract Sales Price \$19,800.00  
d. Down Payment Assigned \$ 1,980.00
- a. Lot Lot 104, 105, 115, 131, Block 5,  
b. Purchaser DENNIS A. KING, INC.  
Address 5731 E. 45th St. N., P.O. 1854, Wichita, Kansas 67201  
Telephone 744-1468  
c. Contract Sales Price \$19,800.00  
d. Down Payment Assigned \$ 1,980.00
- a. Lot Lot 4, 5, Block 4, and Lot 119, 120, Block 5  
b. Purchaser CUSTOM COMPONENTS, INC.  
Address 202 South Cedar, Valley Center, Kansas 67147  
Telephone 755-1284  
c. Contract Sales Price \$19,800.00  
d. Down Payment Assigned \$ 1,980.00
- a. Lot Lot 1, Block 4,  
b. Purchaser DANIEL M. CARNEY  
Address 6572 E. Central  
Telephone 686-7314  
c. Contract Sales Price \$259,001.00  
d. Down Payment Assigned \$ 25,900.00
- a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

# the Daily Record

## AFFIDAVIT OF PUBLICATION

This (First) Published in the Daily Record on August 20, 1976

### RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 86, SOUTHWEST INTERCEPTOR IN THE CITY OF WICHITA, KANSAS PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING LATERAL 86, SOUTHWEST INTERCEPTOR IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 86, Southwest Interceptor, in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Two Hundred Twenty Seven Thousand Dollars (\$227,000.00) payable by the improvement district. Said estimated cost as above herein is hereby increased at the pro rata rate of 1 per cent per month from and after the date of approval of this resolution.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district describing as follows:

Lot's 1, 3, 39, 49, 50, 51, 57, 58, and 64 through 84 inclusive, Block 1; Lots 1 through 11 inclusive, Block 4; Lots 1, 2, 5, 6, 7, 10, and 84 through 134 inclusive, Block 5; Lot 1, Block 6, all in The Park Addition.

SECTION 4. That the method of apportioning all costs of said improvement attributable to the owners of land liable for assessment shall be on a square foot basis. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That all costs of the improvements of the sanitary sewer system shall be assessed to the improvement district as provided by Section 4 hereof.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefor, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1974 Supp. 12-601 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper effect from and after said publication.

ADOPTED at Wichita, Kansas, this 17th day of August, 1976.

GLEN J. SHANAHAN, Vice Mayor  
Attest: (Seal), DONALD C. GISICK, City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, SS:

*Karen Gilbert*, of lawful age, being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD formerly known as The Democrat & Daily Record, a newspaper printed in the State of Kansas, and published in and of general paid circulation on a weekly, monthly or yearly basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office of Wichita in said County and State as second class matter.

That a notice, a true copy of which is hereof attached, was published in the regular and entire issue of said newspaper for \_\_\_\_\_ consecutive \_\_\_\_\_ as follows:

1st Aug 20, 1976  
2nd \_\_\_\_\_  
3rd \_\_\_\_\_  
4th \_\_\_\_\_  
5th \_\_\_\_\_  
6th \_\_\_\_\_

*Karen Gilbert*  
Business Manager

Subscribed and sworn to before me this 23rd day

of Aug 19 76

*William G. Sheldon*

Notary Public.

My commission expires 11/25/78

Publication Fees 9.74

62  
WILLIAM G. SHELDON  
STATE NOTARY PUBLIC  
BUTLER COUNTY, KANSAS  
MY COM. EXP. NOV. 25, 1978

MICROFILMED  
FROM THE BEST  
AVAILABLE COPY

AFFIDAVIT OF PUBLICATION

84270 (First Published in the Daily Record on August 20, 1974)

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING OF YELLOWSTONE DRIVE FROM THE NORTH LINE OF YOSEMITE DRIVE TO THE SOUTH LINE OF PAWNEE AVENUE, YELLOWSTONE COURT FROM THE WEST LINE YELLOWSTONE DRIVE TO AND INCLUDING CUL DE SAC, YELLOWSTONE COURT FROM THE WEST LINE YELLOWSTONE DRIVE TO AND INCLUDING CUL DE SAC, YELLOWSTONE COURT FROM THE EAST LINE YELLOWSTONE DRIVE TO AND INCLUDING CUL DE SAC, GLACIER DRIVE FROM THE EAST LINE YELLOWSTONE DRIVE TO AND INCLUDING CUL DE SAC, IN THE CITY OF WICHITA, KANSAS PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING YELLOWSTONE DRIVE FROM THE NORTH LINE OF YOSEMITE DRIVE TO THE SOUTH LINE OF PAWNEE AVENUE, YELLOWSTONE COURT FROM THE WEST LINE YELLOWSTONE DRIVE TO AND INCLUDING CUL DE SAC, YELLOWSTONE COURT FROM THE WEST LINE YELLOWSTONE DRIVE TO AND INCLUDING CUL DE SAC, YELLOWSTONE COURT FROM THE EAST LINE YELLOWSTONE DRIVE TO AND INCLUDING CUL DE SAC, GLACIER DRIVE FROM THE EAST LINE YELLOWSTONE DRIVE TO AND INCLUDING CUL DE SAC, IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO WIT:

SECTION 1. That it is necessary and in the public interest to construct pavement on the following streets in the manner described:

That there be constructed pavement on Yellowstone Drive from the north line of Yosemite Drive to the south line of Pawnee Avenue, that said pavement between aforesaid limits be constructed for a width of thirty six (36) feet from gutter line to gutter line, cement combined curb and gutter to be two (2) feet and six (6) inches in width, making a total roadway of forty (40) feet; that said pavement shall consist of an asphalt base seven (7) inches in thickness, and an asphaltic concrete wearing surface two (2) inches in thickness, composed of stone, sand, mineral filler, and asphalt. Drainage to be installed where necessary.

That there be constructed pavement on Yellowstone Court from the west line Yellowstone Drive to and including Cul de sac, Yellowstone Court from the west line Yellowstone Drive to and including Cul de sac, Glacier Drive from the east line Yellowstone Drive to the east line Lot 93, Block 5, The Park Addition, and Teton Circle from the south line Glacier Drive to and including Cul de sac. That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, cement combined curb and gutter to be two (2) feet and six (6) inches in width, making a total roadway of thirty four (34) feet; that said pavement shall consist of an asphalt base six (6) inches in thickness, and an asphaltic concrete wearing surface two (2) inches in thickness, composed of stone, sand, mineral filler and asphalt. Drainage to be installed where necessary.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be Three Hundred Sixty Thousand Dollars (\$360,000.00) payable by the Improvement Bonds and Forty Thousand Dollars (\$40,000.00) payable by the City of Wichita at large for interest and widening on Yellowstone Drive. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 per cent per month from and after the date of approval of this resolution.

SECTION 3. That the cost of said improvement, when ascertained, shall be assessed against the land lying within a benefit district described as follows:

Lot 1 and Lots 64 through 74 inclusive in Block 1, Lots 1 through 11 inclusive, Block 4 and Lots 1 through 13 inclusive and Lots 93 through 104, Block 5 all in The Park Addition

SECTION 4. The method of apportioning the cost of said improvement to the owners of land liable for assessment therefor shall be on a square foot basis except when driveways are requested to serve a particular tract, lot, or parcel; the cost of said driveway shall be a direct assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefor, which plans, specifications, and a preliminary estimate of cost shall be presented to this body for its approval.

SECTION 6. The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1974 Supp. 12-601 et seq.

SECTION 7. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 8. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas this 17th day of August, 1974.

JAMES M. DONNELL, Mayor  
Attest (Seal), DONALD C. GISICK, City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, SS:

Karen Gilbert, \_\_\_\_\_ of lawful age, being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD formerly known as The Democrat & Daily Record, a newspaper printed in the State of Kansas, and published in and of general paid circulation on a weekly, monthly or yearly basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least weekly fifty (50) time a year, has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office of Wichita in said County and State as second class matter.

That a notice, a true copy of which is hereto attached, was published in the regular and entire issue of said newspaper for \_\_\_\_\_ consecutive \_\_\_\_\_ as follows:

- 1st August 20 1974
- 2nd \_\_\_\_\_
- 3rd \_\_\_\_\_
- 4th \_\_\_\_\_
- 5th \_\_\_\_\_
- 6th \_\_\_\_\_

*Harriet Miller*  
Business Manager

Subscribed and sworn to before me this 21st day of August 1974

*William G. Sheldon*  
Notary Public

My commission expires 11/25/78

Publication Fees \$ 18.54  
118

*Parving*  
*1st*  
*324076*

WILLIAM G. SHELDON  
STATE NOTARY PUBLIC  
BUTLER COUNTY, KANSAS  
MY COMM. EXPI. NOV. 25, 1978

MICROFILMED  
FROM THE BEST  
AVAILABLE COPY

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership  
and the Buyer, to-wit: DUNHAM CONSTRUCTION, Inc. and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit:  
Lot 2, Block 4, THE PARK, An Addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars  
in one lump as follows, to-wit: \$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$2,475.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,237.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100 % by Seller and 0 % by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing.  
This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED Sept. 3, 19 76 . Copy of this contract received.

THE PARK, A Kansas Limited Partnership Dunham Const.  
Douglas L. Castleberry Steve E. Dunham  
SELLER BUYER  
DOUGLAS L. CASTLEBERRY, General Partner

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237 By dc Agent

Always specify Jay's Title Insurance Corporation for title evidence and closings.

GUARANTEE TITLE DIVISION

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership

and the Buyer, to-wit: DUNHAM CONSTRUCTION, Inc. and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit: Lot 3, Block 4, THE PARK, An Addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars in manner as follows, to-wit: \$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$2,475.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,237.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100 % by Seller and 0 % by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing. This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED Sept. 3, 19 76 Copy of this contract received.

THE PARK, A Kansas Limited Partnership Dunham Const.  
Douglas L. Castleberry Stacy E. Dunham  
 SELLER BUYER  
 DOUGLAS L. CASTLEBERRY, General Partner

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237 By dl Agent

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership

and the Buyer, to-wit: DUNHAM CONSTRUCTION, Inc.

and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit: Lot 133, Block 5, THE PARK, An Addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars in manner as follows, to-wit: \$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$2,475.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,237.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100% by Seller and 0% by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing. This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED Sept. 3, 1976. Copy of this contract received.

THE PARK, A Kansas Limited Partnership

SELLER DOUGLAS L. CASTLEBERRY, General Partner

Dunham Const.
Gale E. Dunham
BUYER

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 941-2237

By

Agent

Always specify Inverys Title Insurance Corporation for title evidence and closings.

GUARANTEE TITLE DIVISION

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership

and the Buyer, to-wit: DUNHAM CONSTRUCTION, Inc.

and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit: Lot 134, Block 5, THE PARK, An Addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars in manner as follows, to-wit: \$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$2,475.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,237.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100% by Seller and 0% by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

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8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED Sept. 3, 1976 Copy of this contract received.

THE PARK, A Kansas Limited Partnership
Douglas L. Castleberry
SELLER
DOUGLAS L. CASTLEBERRY, General Partner

Dunham Const.
Hale E. Dunham
BUYER

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237

By [Signature]

Agent

Always specify Investors Title Insurance Corporation for title evidence and closings.

GUARANTEE TITLE DIVISION

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership and the Buyer, to-wit: Construction Enterprises, Inc.

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit: Lot 117, Block 5, THE PARK, an addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 in manner as follows, to-wit: \$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$2,475.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,237.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100% by Seller and 0% by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

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5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing. This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED Sept. 8, 1976. Copy of this contract received.

THE PARK, A Kansas Limited Partnership

DOUGLAS L. CASTLEBERRY, General Partner

Construction Enterprises, Inc.

BUYER

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237

By C/ll Agent

Always specify Lawyers Title Insurance Corporation for title evidence and closings.

GUARANTEE TITLE DIVISION

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership  
and the Buyer, to-wit: Construcion Enterprises, Inc. and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit: Lot 118, Block 3, THE PARK, an addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars  
in manner as follows, to-wit: \$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$2,475.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,237.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100 % by Seller and 0 % by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing.  
This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED Sept. 8, 1976. Copy of this contract received.

THE PARK, A Kansas Limited Partnership

Douglas L. Castleberry  
SELLER  
DOUGLAS L. CASTLEBERRY, General Partner

Construction Enterprises, Inc.

John H. Berger  
BUYER

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237

By 111

Agent

Always specify Investors Title Insurance Corporation for title evidence and closings.

GUARANTEE TITLE DIVISION

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership

and the Buyer, to-wit: Construction Enterprises, Inc.

and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit: Lot 127, Block 5, THE PARK, an addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars in manner as follows, to-wit: \$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,237.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

\$2,475.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,237.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100% by Seller and 0% by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

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5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

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6. POSSESSION AND CLOSING: Possession shall be given on closing. This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED Sept. 8, 1976. Copy of this contract received.

THE PARK, A Kansas Limited Partnership

DOUGLAS L. CASTLEBERRY, General Partner

Construction Enterprises, Inc.

BUYER

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237

By C111

Agent

Always specify Lawyers Title Insurance Corporation for title evidence and closings.

GUARANTEE TITLE DIVISION

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership  
and the Buyer, to-wit: Construction Enterprises, Inc.

and they agree that:  
1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit: Lot 128, Block 5, THE PARK, an addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars  
in manner as follows, to-wit: \$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$2,475.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,273.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100 % by Seller and 0 % by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing.  
This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED Sept. 8, 1976. Copy of this contract received.

THE PARK, A Kansas Limited Partnership Construction Enterprises, Inc.  
Douglas L. Castleberry John Harabarger  
SELLER BUYER  
DOUGLAS L. CASTLEBERRY, General Partner

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237 By C/111 Agent

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership and the Buyer, to-wit: DENNIS A. KING, Incorporated, A Kansas Corporation and they agree that:

- 1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit: Lot 104, Block 9, THE PARK, An addition to Wichita, Kansas
2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars in manner as follows, to-wit: \$495.00 With this contract as earnest money.
\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.
\$1,980.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,237.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding liens shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100% by Seller and 0% by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing. This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED September 1, 1976. Copy of this contract received.

THE PARK, A Kansas Limited Partnership

SELLER DOUGLAS L. CASTLEBERRY, General Partner

BUYER Dennis A. King

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237 By [Signature] Agent

Always specify Insurers Title Insurance Corporation for title evidence and closings.

GUARANTEE TITLE DIVISION

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership

and the Buyer, to-wit: DENNIS A. KING, Incorporated, A Kansas Corporation

and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit: Lot 105, Block 5, THE PARK, an Addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars in manner as follows, to-wit: \$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$1,980.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,237.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100% by Seller and 0% by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing. This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED September 1, 1976 Copy of this contract received.

THE PARK, A Kansas Limited Partnership

Douglas L. Castleberry

SELLER DOUGLAS L. CASTLEBERRY, General Partner

Dennis A. King

BUYER

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237

By [Signature]

Agent

Always specify Lawyers Title Insurance Corporation for title evidence and closings.

GUARANTEE TITLE DIVISION

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership and the Buyer, to-wit: DENNIS A. KING, Incorporated, A Kansas Corporation and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit: Lot 115, Block 5, THE PARK, an Addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars in manner as follows, to-wit: \$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$1,980.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,237.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, restricted to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100% by Seller and 0% by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing. This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED September 1, 1976 Copy of this contract received.

THE PARK, A Kansas Limited Partnership SELLER DOUGLAS L. CASTLEBERRY, General Partner BUYER

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237 By Agent

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership

and the Buyer, to-wit: DENNIS A. KING, Incorporated, A Kansas Corporation

and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit: Lot 131, Block 5, THE PARK, an Addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars in manner as follows, to-wit: \$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$1,980.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,237.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100 % by Seller and 0 % by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing. This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED September 1, 19 76 Copy of this contract received.

THE PARK, A Kansas Limited Partnership

Douglas L. Castleberry  
SELLER  
DOUGLAS L. CASTLEBERRY, General Partner

Dennis A. King

BUYER

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237

By MLC

Agent

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership  
 and the Buyer, to-wit: CUSTOM COMPONENTS, Inc. and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit:  
Lot 4, Block 5, THE PARK, an addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,930.00 Dollars  
 in manner as follows, to-wit:  
\$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$2,475.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,273.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100 % by Seller and 0 % by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing.  
 This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED Sept. 9, 1976 Copy of this contract received.

THE PARK, A Kansas Limited Partnership

Custom Components, Inc.

Douglas L. Castleberry  
 SELLER  
 DOUGLAS L. CASTLEBERRY, General Partner

Clara Richman  
 BUYER

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237

By \_\_\_\_\_ Agent

Always specify Lawyers Title Insurance Corporation for title evidence and closings.

GUARANTEE TITLE DIVISION

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership  
 and the Buyer, to-wit: CUSTOM COMPONENTS, Inc.

and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit:  
Lot 5, Block 8, THE PARK, an addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars  
 in manner as follows, to-wit:  
\$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$2,475.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,273.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100 % by Seller and 0 % by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

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7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED Sept. 9, 1976 Copy of this contract received.

THE PARK, A Kansas Limited Partnership      Custom Components, Inc.  
Douglas L. Castleberry      E. Michael Cookman  
 SELLER      BUYER  
 DOUGLAS L. CASTLEBERRY, General Partner

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237 By \_\_\_\_\_ Agent

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership

and the Buyer, to-wit: CUSTOM COMPONENTS, Inc.

and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgwick County, State of Kansas, to-wit: Lot 119, Block 5, THE PARK, an addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars in manner as follows, to-wit: \$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$2,475.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,273.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100 % by Seller and 0 % by Buyer.

4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

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5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing.

This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and homeowners Association by-laws.

EXECUTED Sept. 9, 1976 Copy of this contract received.

THE PARK, A Kansas Limited Partnership

Custom Components, Inc.

Douglas L. Castleberry  
SELLER  
DOUGLAS L. CASTLEBERRY, General Partner

Elmer Dickman  
BUYER

REAL ESTATE BROKER: Doug Castleberry & Associates

Phone 943-2237

By \_\_\_\_\_ Agent

Always specify Lawyers Title Insurance Corporation for title evidence and closings.

GUARANTEE TITLE DIVISION

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership and the Buyer, to-wit: CUSTOM COMPONENTS, Inc. and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgewick County, State of Kansas, to-wit: Lot 120, Block 5, THE PARK, an addition to Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$4,950.00 Dollars in manner as follows, to-wit: \$495.00 With this contract as earnest money.

\$1,980.00 At closing. Closing date to be no later than 90 days after commencement of construction of utilities to serve the addition. Buyer to receive a deed to the property in return for second mortgage for balance of purchase price.

\$2,475.00 Due on Buyers first construction draw or after completion of construction of utilities and street to serve the lot, whichever date occurs first.

In the event Buyer commences construction on the lot within 120 days after commencement of construction of utilities, Buyer shall be entitled to a 25% discount (\$1,273.50) on the price of said lot to be deducted from the final payment due. Buyer's commencement of construction will be defined as completion of footings for improvement on the lot. Buyer agrees to commence construction on said lot no later than 6 months after completion of street & utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100% by Seller and 0% by Buyer. 4. \$ 495.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing. This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than as stated above

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants and Homeowners Association by-laws.

EXECUTED Sept. 9, 1976 Copy of this contract received.

THE PARK, A Kansas Limited Partnership SELLER DOUGLAS L. CASTLEBERRY, General Partner CUSTOM COMPONENTS, Inc. BUYER

REAL ESTATE BROKER: Doug Castleberry & Associates Phone 943-2237 By Agent

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 22 day of October 1976, by and between The Park, a Limited Partnership, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Daniel M. Carney party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgewick County, Kansas, to-wit:

Lot 1, Block 4, The Park, an Addition to Wichita, Sedgewick County, Kansas

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of (\$259,001.00) Two Hundred Fifty-Nine Thousand and One Dollars in manner following, to-wit: cash on closing

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: easements and restrictions of record and subject to terms and conditions of Community Unit Plan governing said addn. The Title Evidence shall be sent to Buyer's attorney for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with Seller the sum of Twenty-Five Thousand Nine Hundred & 10/100 Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of closing Taxes shall be pro-rated for calendar, year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before 120 days after the completion of the installation of streets and utilities to serve the conveyed lot.

9. Possession to be given to Buyer on or before closing

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 50% by seller and 50% by buyer. See additional conditions on the reverse side hereof

WITNESS OUR HANDS AND SEALS the day and year first above written.

Daniel M. Carney (Signature) Daniel M. Carney

Buyer

THE PARK, a Limited Partnership

By: (Signature) Seller General Partner

11. This contract is subject to the installation of streets and all utilities to serve the lot being conveyed.

12. Buyer agrees to commence construction on the conveyed lot within six (6) months after the completion of the installation of such streets and utilities.

*Daniel M. Carney*  
Daniel M. Carney

THE PARK, a Limited Partnership  
By *David L. Robinson*  
General Partner

Real Estate Contract

TO

Dated

Land



ABSTRACTS  
TITLE INSURANCE  
REAL ESTATE SERVICES

ROGER N. BELL  
JOHN M. BELL  
KENNETH P. BROWN

314 NORTH MAIN  
Phone 267-5271



DOUG CASTLEBERRY & ASSOCIATES - Realtors • 786 N. Ridge Road • Wichita, Kansas 67212 • 943-2237  
March 7, 1977

Mr. M. S. Mitchell  
Dept. of Public Works  
City of Wichita  
455 N. Main  
Wichita, Kansas 67202

RE: Lots 1 & 2, Block-6,  
"The Park"

Dear Mr. Mitchell,

This letter is to confirm my prior verbal commitment to you that I agree to fill the above described lots in The Park to a pad elevation of 1307 feet.

If I can be of any further assistance please let me know.

Yours truly,

*Doug Castleberry*  
Doug Castleberry  
General Partner,

The Park, a Kansas Limited Partnership

DC/lmc

DC - Melara  
PEC  
The Park  
Galbraith.

Received

MAR 8 1977



THE CITY OF WICHITA

OFFICE OF CITY MANAGER

DATE December 7, 1976



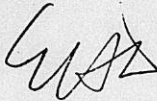
TO Ray W. Bruggeman, Director of Public Works

FROM E. H. Denton, City Manager

SUBJECT Request for Initiation of Public  
Improvements The Park

Attached is a copy of the memo drafted by the Department of Community Development which has been executed by me and instructs you to proceed with the improvements specified, sewer service and paving. The applicant has posted the necessary assurances.

Please distribute copies of this approval as required.



E. H. Denton  
City Manager

EHD/ksw  
Attachment

cc: John Wynkoop, Director of Water and Water Pollution Control  
Grover McKee, Director of Economic Development  
✓ Robert A. Lakin, Director of Planning  
Don E. Anderson, Director of Administration  
Don Gisick, City Clerk  
Ralph Klose, City Treasurer  
Pat Miller, Employment & Economic Development Director



August 25, 1976

Robert Feldner, Superintendent of Central Inspection  
Curtis L. Newby, Junior Planner

S/D 75-53 - The Park. Generally located at the  
southeast corner of Maize Road and Pawnee Avenue.

The above referred plat was recently approved and recorded. One of the conditions of the plat approval and as well a condition of the associated C.U.P. DP-66 was that the applicant submit for review and recording, a Homeowners Association document. This document was submitted to and reviewed by the Planning Staff. However, due to State corporation law requirements, the document could not be recorded until the plat was filed of record. Therefore, we have requested that the applicant submit a recorded copy of the document for our files and records and further that no building permits be issued on any of the lots in said plat until the recorded copy of the document has been received. Mr. Douglas Castleberry, the applicant has agreed to this arrangement and you should notify your building permit personnel of this requirement of the plat approval.

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

---

Curtis L. Newby  
Junior Planner

CLN:rme

cc: James R. Schaefer, 800 Brown Building, 67202  
Douglas Castleberry, 786 N. Ridge Road, 67209

---

Jack H. Galbraith  
Chief Planner

August 17, 1976

Donald C. Gisick, City Clerk

Jack H. Galbraith, Chief Planner

Z-1665 - Zone Change from "LC"&"AA" to "LC"&"R-5"; and  
✓ S/D 75-53 - THE PARK

At the regular meeting of the Board of City Commissioners on February 11, 1975, the above captioned request for zone change was considered and approved, and the City Clerk was instructed to withhold publication of the ordinance effectuating the zone change until such time as the plat had been recorded. The associated plat was approved by the Board of City Commissioners on April 20, 1976.

This is to advise you that the final plat of The Park Addition was recorded with the Register of Deeds on August 12, 1976 and, therefore, the ordinance effectuating the zone change may now be published.

Jack H. Galbraith  
Chief Planner

JHG:el

July 29, 1976

E. H. Denton, City Manager

Jack H. Galbraith, Chief Planner

S/D 75-53 - THE PARK - Require-  
ments of Plat Approval

On April 20, 1976, at special request of the applicant, the Board of City Commissioners considered the above-referred to plat. The action of the governing body was to approve the plat, subject to the applicant completing all the conditions of the plat approval. Attached herewith are petitions for sanitary sewer, storm water sewer, street paving and sidewalks, an irrevocable letter of credit guaranteeing construction of a sanitary sewer lift station, easements from the Park Board for utilities access and drainage across the City Park Board property on the east side of the plat, a covenant granting the City of Wichita the right to cause maintenance of planned open space areas within the plat upon proper notice, should the proposed homeowners association fail to perform such maintenance; and an avigational easement and construction covenant assuring that construction standards to minimize the effects of noise pollution will be utilized on the plat. It should be noted that petitions for water service are being forwarded to the City Clerk for the Clerk's agenda. Also attached is a certificate certifying the afore-described petitions.

We would request that these items, which complete the conditions of plat approval, be placed on the agenda for the August 3, 1976 City Commission meeting for consideration.

The recommended action is as follows: "Receive and file the irrevocable letter of credit, accept the covenants and easements, approve the petitions and instruct the Director of Law to prepare the necessary resolutions, and instruct the City Clerk to file the covenants, easements and certificate with the Register of Deeds, the publication and filing costs of which shall be billed to the applicant.

At such time as the governing body has acted favorably on these items, we will release the plat to the applicant for recording.

Page 2 - E. H. Denton, City Manager  
July 29, 1976

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

Jack H. Galbraith  
Chief Planner

JHG:CLN:ber  
Attachments

cc: Donald Gisick, City Clerk  
James Schaefer, Attorney, 800 Brown Building 67202

APPROVED:

---

Robert A. Lakin  
Director of Planning

**CERTIFICATE**

City of Wichita)  
Sedgwick County) ss  
State of Kansas)

BY, THE PARK, A Kansas Limited Partnership, Owner and plat-  
tor of THE PARK Addition, do hereby  
certify that petitions for the following improvements have been  
submitted to the Board of Commissioners of the City of Wichita,  
Kansas:

1. Asphaltic concrete paving petitions for all streets in the addition.
2. Sanitary sewer line petitions to serve all lots in the addition.
3. Sidewalk petitions for sidewalks on either side of all streets in the addition.
4. Waterline extension petition to serve all lots in the addition.
- 5.
- 6.
- 7.

As a result of the above-mentioned petitions for im-  
provements, lots within THE PARK Addition  
may be subject to special assessments assessed thereto for the  
cost of constructing the above-described improvements.

Signed this 9th day of July, 1976.

THE PARK, A Kansas Limited Partnership

By: Douglas L. Castleberry  
General Partner

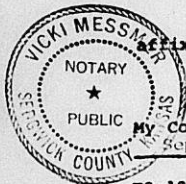
City of Wichita)  
Sedgwick County) ss  
State of Kansas)

Be it remembered that on this 9th day of July,  
1976, before me, a notary public in and for said County and State,  
came Douglas L. Castleberry, to me personally  
known to be the same person who executed the fore-going instrument  
of writing and duly acknowledged the execution of same.

In Testimony Whereof, I have hereunto set my hand and  
affixed my notarial seal the day and year above written.

Vicki Messmer  
Notary Public Vicki Messmer

My Commission Expires:  
September 29, 1978



RESTRICTIVE COVENANT

RESTRICTIVE COVENANT AFFECTING THE PARK ADDITION

THIS DECLARATION made this 14<sup>th</sup> day of April, 1976, by DOUGLAS L. CASTLEBERRY and BARBARA M. CASTLEBERRY, husband and wife, hereinafter called the Grantors.

WITNESSETH

WHEREAS, Grantors are the owners of The Park Addition to Wichita, Sedgwick County, Kansas, which property is located near the Southeast Corner of Maize Road and Pawnee and is accordingly subject to considerable noise from the operation of aircraft; and

WHEREAS, the City of Wichita in connection with approval of the plat of said addition considers it to be in the public interest to require any buildings constructed on said addition to be designed and constructed giving proper consideration to noise pollution in the area:

NOW, THEREFORE, Grantors hereby declare that The Park Addition shall be and the same is subjected to the following restrictive covenant, to-wit:

Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

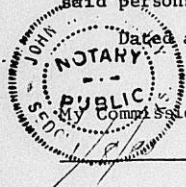
EXECUTED the day and year first above written.

Douglas L. Castleberry  
Douglas L. Castleberry

Barbara M. Castleberry  
Barbara M. Castleberry

STATE OF KANSAS )  
SEDGWICK COUNTY ) ss

Personally appeared before me a notary public in and for the County and State aforesaid, DOUGLAS L. CASTLEBERRY and BARBARA M. CASTLEBERRY, husband and wife, to be personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.



John A. McKinney  
Notary Public

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that Douglas L. Castleberry and Barbara M. Castleberry, husband and wife, do hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

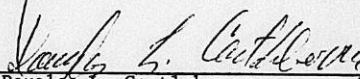
The Northwest Quarter (NW/4) of Section 5,  
Township 28 South, Range 1 West of the 6th  
P.M., Sedgwick County, Kansas.

By virtue of this easement, the grantors, for and on behalf of themselves and all successors in interest to any and all of the real property above described, waive as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U. S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF, the Grantors have signed these presents the day and year first written.

  
\_\_\_\_\_  
Douglas L. Castleberry

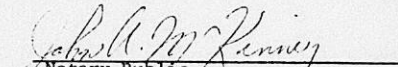
  
\_\_\_\_\_  
Barbara M. Castleberry

STATE OF KANSAS    }  
SEDGWICK COUNTY    } SS

Personally appeared before me a notary public in and for the County and State aforesaid, DOUGLAS L. CASTLEBERRY and BARBARA M. CASTLEBERRY, husband and wife, to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 14 day of April, 1976.

My Commission expires: \_\_\_\_\_

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



RESTRICTIVE COVENANT

THIS DECLARATION, Made this 13<sup>th</sup> day of July, 1976,  
by THE PARK, A Kansas Limited Partnership, hereinafter called  
"Grantor":

W I T N E S S E T H :

WHEREAS, Grantor is the owner of all the following de-  
scribed real estate, to-wit:

Reserve "A", Block 1; Reserve "A", Block 2;  
Reserve "A", Block 5; and Lot 135, Block 5,  
all in The Park, an Addition to Wichita,  
Sedgwick County, Kansas;

and

WHEREAS, the City of Wichita, in connection with approval  
of the plat of said Addition considers it to be in the public in-  
terest to require a restriction, to run with the land, upon the  
above described real estate, as hereinafter set forth;

NOW, THEREFORE, Grantor hereby declares that the above  
described real estate be and the same is subjected to the following  
Restrictive Covenant, to-wit:

In the event the hereinabove described real  
estate is not properly maintained, including  
mowing, preservation from accumulation of  
trash or other debris, and/or generally main-  
tained in a normal fashion with property of a  
similar nature, by Grantor or its successors  
in interest, then, in that event, the City of  
Wichita may take steps, as may be required, to  
maintain said property, and the cost thereof  
assessed to the property owner and the owners  
of Lots in said Blocks 1, 2 and 5 of said Addi-  
tion.

EXECUTED the day and year first above written.

THE PARK, A Kansas Limited Partnership  
By X Stanley L. Caldwell  
General Partner

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, That on this 13th day of July, 1976, before me, the undersigned, a Notary Public in and for said County and State, came DOUGLAS L. CASTLEBERRY, known to me to be the General Partner of THE PARK, A Kansas Limited Partnership, who is personally known to me to be the same person who executed the foregoing instrument of writing, and such person duly acknowledged the execution of the same for and on behalf of and as the act and deed of said partnership.

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



My Commission expires:

October 31, 1976

Judith A. Einbellig  
Notary Public

CONDITIONS OF APPROVAL - S/D 75-73 - THE PARK

- OK* Overall dimensions shall be indicated on the plat for the west line of Blocks 2 and 3.
- B.* Yosemite Drive shall be designated as a collector street.
- OK* *The applicant shall guarantee the paving of all interior streets indicated on the plat.*
- OK* *The applicant shall contact Kansas Gas and Electric Company and the Department of Public Works relative to appropriate utility easements to be indicated on the final plat.*
- OK* *The applicant's engineer shall contact the Engineering Division of the Department of Public Works relative to curb cut locations and street geometrics for the streets serving the patio homes lots and/or zero lot line lots.*
- OK* *The applicant shall guarantee the extension of sanitary sewer and City water to serve subject property.*
- OK* *The applicant shall install or guarantee the installation of sidewalks as shown on the approved sidewalk plan.*
- OK* *The applicants shall obtain a drainage easement by separate instrument from the Park Board to permit drainage from the east end of Yosemite to cross the Park Board property and into the creek to the east. The applicant shall guarantee the necessary drainage improvements within the drainage easement.*
- J.* A site development plan shall be submitted to the Wichita Fire Department prior to the issuance of any building permits on subject property.
- OK* *The applicant and/or his engineer shall meet with the Park Board relative to the details and final arrangements for the access agreements, deeding of lands, utility easements across the Park Board property, etc. A letter shall be obtained from the Park Board stating that all items have been satisfactorily resolved. A copy of this letter shall be submitted to the Planning Department.*
- OK* The applicant shall have prepared and shall submit to the Planning Department an avigational easement covering all of subject property; and a covenant which will assure that adequate construction standards will be used to minimize noise pollution.
- OK* *A Homes Association Agreement providing for the maintenance of non-public common areas, parking areas, drainage, community facilities, etc., shall be submitted to the Planning Department, approved as to content by said Department and as to form by the Department of Law.*
- M.* Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- N.* Certification by an attorney that fee title is vested in the plattor.
- O.* Certification that all taxes due and payable for 1975 and prior years have been paid.
- P.* Recording of the plat within 90 days after approval by the Board of City Commissioners.

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IRREVOCABLE LETTER OF CREDIT

UNION NATIONAL BANK

(Name of bank)

Date: July 27, 1976

THE CITY OF WICHITA  
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 100,000.00 for the account of THE PARK, A KANSAS LIMITED PARTNERSHIP

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before MARCH 18, 1978

(Insert date two years from MAPC approval of plat)

1. Construction of lift station and force main to serve
- 2.
- 3.

~~xxx~~ THE PARK, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

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

All drafts drawn hereunder must be marked: "Drawn under \_\_\_\_\_

UNION NATIONAL BANK, Credit No. 76-16, dated July 27, 1976  
(Name of bank)

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

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

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before March 18, 1978.

Very truly yours,

UNION NATIONAL BANK OF WICHITA

(Name of bank)

By: \_\_\_\_\_

(Authorized signature)  
C. W. Gillenwater, Vice President

(CORPORATE SEAL)



THE CITY OF WICHITA  
OFFICE OF ENGINEERING

DATE July 27, 1976




TO Curtis Newby - Planning Department  
FROM R.W. Linn, City Engineer

SUBJECT Lift Station and Force Main to serve  
"The Park"

Attached is a copy of a letter from K.O. Taylor, P.E. with respect to the estimated cost of the Lift Station and Force Main to provide Sanitary Sewer Service to The Park.

Mr. Taylor also submitted information relative to the specific requirements of the pump station. This information has been reviewed by the Engineering Division and the estimated cost of \$100,000.00 appears to be satisfactory for guarantee purposes.

If additional information is necessary, please contact me.

  
R.W. Linn, City Engineer

RWL:gd  
Enc.

KENNETH O. TAYLOR

*Consulting Engineer*

1542 SOUTH ST. FRANCIS  
WICHITA, KANSAS 67211

July 27, 1976

Mr. Dick Linn  
City Engineer  
City Hall  
455 North Main  
Wichita, Kansas 67202

Dear Mr. Linn:

The following is an estimate for the cost of a lift station and 10 inch force main to serve "The Park", an Addition to Wichita, Sedgwick County, Kansas. The accompanying aerial photo shows the approximate location of the lift station (as discussed with Dean Sellers) and the force main. The force main is intended to discharge into the manhole at station 1 + 19 on the Westlink Interceptor (Sheet 10 of 22) by Black & Veatch.

Cost of Lift Station	\$ 12,000.00
6000 Lin. Ft. 10" plastic pipe	
@ \$12.00	79,200.00
Overhead and contingencies	8,800.00
Total Estimated Cost	<u>\$100,000.00.</u>

The above costs for construction were checked with Jim Tadtman of Utility Contractors.

Respectfully submitted,

*K. O. Taylor, P.E.*

K. O. Taylor, P.E.

KOT/je  
Enclosures - Aerial photo  
Profile  
Letter from Roy Bowers

E A S E M E N T

The Board of Park Commissioners of the City of Wichita, Kansas, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to The City of Wichita, Kansas, a municipal corporation, the perpetual right and easement to construct, install and maintain a sanitary sewer force main over and across the following described real property, to-wit:

1. The North 20 feet of the South 70 feet of the East Half (E/2) of the Southwest Quarter (SW/4) of Section 32, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas;
2. The East 20 feet of the West 50 feet of the East Half (E/2) of the Southwest Quarter (SW/4) of Section 32, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas;
3. The East 20 feet of the West 50 feet of the East Half (E/2) of the Northwest Quarter (NW/4) of Section 32, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas,

and temporary construction easements 35 feet in width

- (a) Parallel and adjacent to the North line of the permanent easement granted in Paragraph 1, above, and
- (b) Parallel and adjacent to the East line of the permanent easements granted in Paragraphs 2 and 3 above.

Such temporary easements shall expire upon installation of the sanitary sewer force main.

The Grantee is further granted permission to relocate and reconstruct any structures required to be relocated or reconstructed by the installation of said main, at the expense of the Grantee.

Grantee covenants that it will conduct its sewer installation during weather which will minimize danger to the surface of the easement areas, and will restore damage done to surface contour and vegetation.

IN WITNESS WHEREOF, GRANTOR, acting by its duly authorized

officers, has caused this instrument to be executed on this 28th day of June, 1976.

ATTEST:

THE BOARD OF PARK COMMISSIONERS  
OF THE CITY OF WICHITA, KANSAS

Wilma Burkle  
(Wilma Burkle) Clerk

By Nancy D. Woodard  
(Nancy D. Woodard) President

STATE OF KANSAS )  
                  ) SS.  
SEDGWICK COUNTY )

BE IT REMEMBERED, that on this 28th day of June, 1976, before me, a Notary Public, in and for said County and State, came Nancy D. Woodard, President of the Board of Park Commissioners of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same for and on behalf, and as the act and deed of said Board of Park Commissioners of the City of Wichita, Kansas.

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

Gale E. Pennock  
(Gale E. Pennock) Notary Public

My appointment expires:

My commission expires Feb. 17, 1978



E A S E M E N T

The Board of Park Commissioners of the City of Wichita, Kansas, for valuable consideration; the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to The City of Wichita, Kansas, a municipal corporation, a perpetual easement for the drainage of surface water and construction of a roadway over and across the

South 70 feet of the West 500 feet of the Northeast Quarter (NE/4) of Section 5, Township 28 South, Range 1 West of the 6th P.M.; in Sedgwick County, Kansas.

The Board of Park Commissioners of the City of Wichita, Kansas, shall not be required to pay any cost or assessment for the construction of such roadway and drainage facilities.

IN WITNESS WHEREOF, Grantor, acting by its duly authorized officers has caused this instrument to be executed on this 28th day of June, 1976.

THE BOARD OF PARK COMMISSIONERS OF THE CITY OF WICHITA, KANSAS

ATTEST:

Wilma Burkle  
(Wilma Burkle) Clerk

By Nancy D. Woodard  
(Nancy D. Woodard) President

STATE OF KANSAS }  
SEDGWICK COUNTY } SS

BE IT REMEMBERED, that on this 28th day of June, 1976, before me, a Notary Public, in and for said County and State, came Nancy D. Woodard, President of the Board of Park Commissioners of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same for and on behalf, and as the act and deed of said Board of Park Commissioners of the City of Wichita, Kansas.

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

Gale E. Pennock  
(Gale E. Pennock) Notary Public

My appointment expires:

My commission expires Feb. 17, 1978



Film 204 P 219  
recorded Aug. 9, 1976

THE CITY OF WICHITA

OFFICE OF Park Board

DATE July 14, 1976



ON SAFETY  
PHASE II

TO Jack H. Galbraith, Chief Planner, Planning Dept.

FROM Thomas P. Allen, Jr., Director, Park Board

SUBJECT Easements - THE PLAT Addition -  
Doug Castleberry and Associates

Attached you will find the original executed copies of two Easements, which were approved by the Board of Park Commissioners at its meeting held on June 28, 1976, covering the use of certain land at the Pawnee Prairie Park, required by Doug Castleberry and Associates, in connection with the development of "THE PLAT Addition" to the City of Wichita, located south of Pawnee Prairie Park and east of Maize Road. The Easements are as follows:

- I. Easement from the Board of Park Commissioners granting to The City of Wichita, Kansas, a municipal corporation, a perpetual easement for the drainage of surface water and the construction of a roadway over and across certain park property, lying about one-half mile south of Pawnee and about one-half mile west of Tyler Road, more particularly described as follows:

South 70 feet of the West 500 feet of the Northeast Quarter (NE/4) of Section 5, Township 28 South, Range 1 West of the 6th P.M., in Sedgwick County, Kansas.

- II. Easement from the Board of Park Commissioners granting to The City of Wichita, Kansas, a municipal corporation, a perpetual and temporary right and easement to construct, install and maintain a sewer force main over and across Pawnee Prairie Park - the area being L-shaped, running south from Harry Street, about three-fourths mile west of Tyler Road, to Pawnee and then running east along the north line of Pawnee, more particularly described as follows:



II. Continued--

1. The North 20 feet of the South 70 feet of the East Half (E/2) of the Southwest Quarter (SW/4) of Section 32, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas;
2. The East 20 feet of the West 50 feet of the East Half (E/2) of the Southwest Quarter (SW/4) of Section 32, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas;
3. The East 20 feet of the West 50 feet of the East Half (E/2) of the Northwest Quarter (NW/4) of Section 32, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas,

and temporary construction easements 35 feet in width

- (a) Parallel and adjacent to the North line of the permanent easement granted in Paragraph 1, above, and
- (b) Parallel and adjacent to the East line of the permanent easements granted in Paragraphs 2 and 3 above.

Such temporary easements shall expire upon installation of the sanitary sewer force main.

We hereby acknowledge receipt of a Statutory Warranty Deed, dated July 1, 1976, from "THE PARK, a Kansas Limited Partnership, conveying to "The Board of Park Commissioners of the City of Wichita, Kansas," a tract of land comprising approximately 11.5 acres, lying south of Pawnee and about one-half mile west of Tyler Road, said

Jack H. Galbraith, Chief Planner  
Planning Dept.

Page 3  
7/14/76

land being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter (NW/4) of Section 5, Township 28 South, Range 1 West in Sedgwick County, Kansas, west along the North line of said Northwest Quarter 328.70 feet, thence South 8° 28' 55" West 915.90 feet, thence South 38° 22' 28" West 229.36 feet, thence Southeasterly on the Northeast right-of-way line of Glacier Drive 114.24 feet, thence North 53° 30' East 166.50 feet, thence South 22° 5' 31" East 186.90 feet, thence North 89° 15' 37" east 297.23 feet, thence North 1241.23 feet to point of beginning.

Also we hereby acknowledge receipt of an Easement, dated July 1, 1976, from "THE PARK, a Kansas Limited Partnership," granting and conveying unto the "Board of Park Commissioners of the City of Wichita, Kansas," a permanent easement for the construction and maintenance of a park roadway on a meandering course to be selected by the Grantee over and across the following described real property, to-wit:

North 100 feet of Lot 1, Block 4, The Park,  
an addition to Wichita, Sedgwick County,  
Kansas, except the West 85 feet thereof.

We hope this information will be helpful to you in considering THE PLAT Addition of Doug Castleberry and Associates.

TPA:WB  
Attmts 2

*Thomas P. Allen, Jr.*  
--Thomas P. Allen, Jr.  
Director  
Board of Park Commissioners

cc: James R. Schaefer, Atty.  
c/o Holmes-Darrah & Mellor

Terry L. Pardo  
Park Board Engineer

HOLMES, MELLOR, SCHAEFFER & COMPTON  
ATTORNEYS AT LAW

R. L. HOLMES (1880 - 1926)  
W. E. HOLMES (1887 - 1926)  
JOHN J. BARRAH (1910 - 1973)

800 BROWN BUILDING  
WICHITA, KANSAS 67202  
TELEPHONE (316) 262-4403

WILBUR H. JONES  
COUNSEL

RICHARD W. HOLMES  
PHILIP MELLOR  
JAMES R. SCHAEFFER  
GEORGE R. COMPTON  
ARDEN P. MILLER

April 16, 1976

*MAAD Received  
4-27-76*

Metropolitan Area Planning Department  
City Building  
455 North Main  
Wichita, Kansas 67202

Gentlemen:

This is to certify that the undersigned has examined the title to the following described real estate, to-wit:

The Northwest Quarter (NW/4) of Section 5,  
Township 28 South, Range 1 West of the 6th  
P.M., Sedgwick County, Kansas.

From such examination, it is our opinion that title to said real estate is vested in

DOUGLAS L. CASTLEBERRY and BARBARA M. CASTLEBERRY,  
Husband and Wife,

subject to the following comments and requirements:

FIRST: This property is subject to a mortgage in favor of American Savings Association of Kansas dated February 11, 1974, in the principal amount of \$400,000.00, recorded in Book 89, Page 517, Document No. 1 81758; said mortgage has been assigned to Union National Bank of Wichita by instrument dated February 11, 1974.

SECOND: The property is subject to a further mortgage in favor of Union National Bank in the principal sum of \$73,000.00, which mortgage was filed for record in the office of the Register of Deeds of Sedgwick County, Kansas, on February 18, 1975, on Film No. 131, Page 1538.

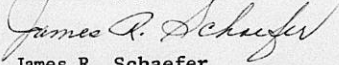
THIRD: The property is subject to a Right of Way Easement dated August 29, 1938, in favor of Sedgwick County Electric Co-operative Association, which Easement is recorded in Misc. Book 147, Page 89.

HOLMES, DARRAH AND MELLOR

Metropolitan Area Planning Department  
April 16, 1976  
Page -2-

FOURTH: Taxes for the year 1975 and prior years are shown as paid.

Very truly yours,



James R. Schaefer  
of HOLMES, MELLOR, SCHAEFER & COMPTON

JRS/je

B Y - L A W S

O F

THE PARK HOMEOWNERS' ASSOCIATION, NO. 1.

ARTICLE I.

Government

Section 1. The government of the corporation shall be vested in a Board of Directors consisting of seven (7) Directors. Director's fees shall be determined by a majority vote of the members of the corporation.

Section 2. Election of Directors shall be conducted at the annual members' meeting. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each Director then serving. Additional nominations for Directorships and Directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 3. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

Section 4. Any Director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the corporation at the same meeting.

Section 5. Notwithstanding the provisions of Section 1 of this Article I, until the developer of The Park Addition to Wichita, Kansas, (The Park, a Kansas Limited Partnership), has completed and sold all of the lots in said Addition, or until \_\_\_\_\_, 19\_\_\_\_, or until the developer elects to terminate control of the corporation, whichever first occurs, the first Directors of the corporation shall serve, and in the event of vacancies the remaining Director shall fill the vacancy, and if there are no remaining Directors the vacancies shall be filled by the developers.

Section 6. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner herein provided.

ARTICLE II.

Offices and Resident Agent

Section 1. The principal offices of the corporation shall be in the City of Wichita, Sedgwick County, Kansas, and the registered office is 786 North Ridge Road, Wichita, Kansas, 67212. The name of the Resident Agent in charge thereof from and after the effective date of these By-Laws shall be Douglas E. Castleberry.

ARTICLE III.

Conveyances

Section 1. Any and all instruments of conveyance, deeds, assignments, mortgages, pledges, releases, trust indentures or other instruments of conveyance, transfer, mortgage or pledge shall be deemed to be valid and sufficient when the same are signed and executed in the name of the corporation (and acknowledged where required) by the President or Vice-President, and when the same are attested by the Secretary of the corporation.

ARTICLE IV.

Members Meetings

Section 1. The annual members' meetings shall be held at the office of the corporation, or such other place as may be determined by the Board of Directors, at 7:30 p.m., central time, on the first Monday in May of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. If that date is a legal holiday, the meeting shall be held at the same hour on the next day.

Section 2. Special members' meetings may be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

Section 3. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the corporation and shall be mailed not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

Section 4. A quorum at members' meetings shall consist of persons

entitled to cast a majority of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in Section 3 of this Article.

**Section 5.** In any meeting of members, the owners of lots shall be entitled to cast one vote for each lot owned. If a lot is owned by one person, his right to vote shall be established by the record title to his lot. If a lot is owned by more than one person, or is under lease, the person entitled to cast a vote for the lot shall be designated by a certificate signed by all the record owners of the lot and filed with the Secretary of the corporation. If a lot is owned by a corporation, partnership or trust, the person entitled to cast a vote for the lot shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation, or signed by the partners or trustee, and filed with the Secretary of this corporation. Such certificate shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the lot concerned. A certificate designating a person entitled to cast a vote of a lot may be revoked by any owner thereof. In the event the owners of a lot are unable to agree upon who shall cast the vote, the owners of such lot shall not be entitled to vote.

**Section 6.** Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

#### ARTICLE V.

##### Directors Meetings

**Section 1.** The organization meeting of the newly elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

**Section 2.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail or telephone at least three (3) days prior to the day named for such meeting.

**Section 3.** Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Notice of the meeting shall

be given personally or by mail or telephone at least three (3) days prior to the day named for such meeting, which notice shall state the time, place, and purpose of the meeting.

Section 4. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 5. A quorum at Directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 6. All of the powers and duties of the corporation existing under the Articles of Incorporation of this corporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to the approval by lot owners when such is specifically required. Compensation of employees of the corporation shall be fixed by the Directors. A Director may be an employee of the corporation, and a contract for management of the corporation may be entered into with a Director.

#### ARTICLE VI.

##### Officers

Section 1. The officers of the corporation shall be chosen by the Board of Directors, and shall be a President, Vice President, Secretary and Treasurer. The President and Vice President shall be chosen from among the Directors. All officers shall be elected annually by the Board of Directors and they may be removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the corporation. Compensation of officers shall be fixed by the Board of Directors.

Section 2. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and Directors; he shall have general and active management of the

business of the corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall further have power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the corporation. He shall execute contracts, bonds, mortgages, deeds, and other instruments requiring the signature of the corporation.

**Section 3.** The Vice President shall, in the absence of or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors may prescribe.

**Section 4.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the members, and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

**Section 5.** The Treasurer shall have custody of all the funds of the corporation, including securities and evidences of indebtedness. He shall keep the books of the corporation in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer. He shall give bond indemnifying the corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, or other act of fraud or dishonesty, if required by the Board of Directors, in such sum and with such sureties as the Board of Directors may determine.

**Section 6.** In the event of vacancies occurring as to any officer, one or more, by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Board of Directors, by a majority vote, may choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

#### ARTICLE VII.

##### Accounting

**Section 1.** The funds and expenditures of the corporation shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a) "Current Expenses", which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and

working funds, except expenditures chargeable to reserves, to additional improvements, or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b) "Reserve for Deferred Maintenance", which shall include the funds for maintenance items which occur less frequently than annually.

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

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

Section 2. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray common expenses and to provide funds for the accounts listed above in these By-Laws. The budget shall take into account the following items:

a) "Current Expense", the amount for which shall not exceed 105% of the budget for this account for the prior year.

b) "Reserve for Deferred Maintenance", the amount for which shall not exceed 105% of the budget for this account for the prior year.

c) "Reserve for Replacement", the amount for which shall not exceed 105% of the budget for this account for the prior year.

d) "Additional Improvements", the amount for which shall not exceed \$10,000.00, provided, however, that in the expenditure of this fund no sum in excess of \$1,000.00 shall be expended for a single item or purpose without approval of the members of the corporation.

e) "Operations", the amount of which may be to provide a working fund or to meet losses.

The amount for each budgeted item may be increased over the foregoing limitations when approved by lot owners entitled to cast not less than 75% of the votes of the entire membership of the corporation. Until the developer has completed and sold all of the lots in The Park Addition, or until \_\_\_\_\_, 19\_\_\_\_, or until the developer elects to terminate control of the corporation, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves. Copies of the budget and proposed assessments

shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

#### ARTICLE VIII.

##### Assessments

Section 1. Assessments against the lot owners for their share of the items of the budget shall be made on or before December 20 preceding the year for which the assessments are made. Such assessment shall be due in twelve (12) equal payments on the 1st day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors if the items of the amended budget do not exceed the limitations thereon for that year. Any item which does exceed such limitations shall be subject to the approval of the membership of the corporation as provided in Article VII of these By-Laws or Section 3 of this Article if an emergency assessment. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment.

Section 2. If a lot owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the lot owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the lot owner, or not less than twenty (20) days after the mailing to him of such notice by registered or certified mail, whichever shall first occur.

Section 3. Assessment for common expense emergencies which cannot be paid from the annual assessments for common expenses or which would cause a deficit in the annual budget, shall be made only after notice of the need therefor to the members. After such notice and upon approval by members entitled to cast more than one-half of the votes of the members at a meeting called pursuant to Article IV, Section 2, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors may require, provided, however, the Board of Directors may expend not to exceed \$1,000.00 without member approval to protect the property of the corporation from damage caused by an emergency.

Section 4. The depository of the corporation shall be such bank or banks as shall be designated from time to time by the Directors and which the monies of the corporation shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the Directors.

Section 5. An audit of the accounts of the corporation shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

Section 6. Assessments on each improved lot in The Park Addition shall be equal, provided however, unimproved or vacant lots shall be assessed at a rate equal to 10 percent of the assessment on improved lots.

#### ARTICLE IX.

##### Amendments

Section 1. These By-Laws may be amended in the following manner:

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

b) A Resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the corporation. Directors and members not present in person nor by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the mailing. Except as elsewhere provided, such approvals must be by at least 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the association; or by at least 80% of the votes of the entire membership of the association. Until the first election of Directors, all Directors must approve any amendment.

Section 2. No amendment shall discriminate against any lot owner or against any lot or class or group of lots unless the lot owners so affected shall consent.

Section 3. A copy of each amendment shall be certified by the President and Secretary of the corporation as having been duly adopted and shall be effective when recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

#### ARTICLE X.

##### Miscellaneous

Section 1. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be as follows:

- a) Calling of the roll and certifying of proxies.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading and disposal of any unapproved minutes.

- d) Reports of officers.
- e) Reports of committees.
- f) Election of judges of election.
- g) Election of Directors (if necessary).
- h) Unfinished business.
- i) New business.
- j) Adjournment.

provided, however, that the order of business may be changed by an affirmative vote of a majority of the members present.

Section 2. The order of business at any meeting of the Board of Directors shall be substantially as follows, so far as is consistent with the purposes of the meeting.

- a) Calling of roll.
- b) Proof of notice of meeting.
- c) Reading and disposal of any unapproved minutes.
- d) Reports of officers and committees.
- e) Election of officers.
- f) Unfinished business.
- g) New business.
- h) Adjournment.

Section 3. The fiscal year of the corporation shall be the calendar year.

Section 4. Robert's Rules of Order (Latest Edition) shall govern the conduct of the corporation meetings when not in conflict with the Declaration, the Articles of Incorporation or these By-Laws.

The foregoing were adopted as the By-Laws of The Park Homeowners' Association, No. 1, a corporation NOT for profit under the laws of the State of Kansas, at a meeting of the Board of Directors held on \_\_\_\_\_, 1976.

APPROVED:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

Need language for  
city to have right  
to cause maintenance to  
bedone on open spaces  
add into Homeowners  
assoc. covenants.

OK

ARTICLES OF INCORPORATION

We, the undersigned, incorporators, hereby associate ourselves together to form and establish a corporation NOT for profit under the laws of the State of Kansas.

FIRST: The name of the corporation is THE PARK HOMEOWNERS' ASSOCIATION, NO. 1.

SECOND: The location of its registered office in Kansas is 786 North Ridge Road, Wichita, Sedgwick County, Kansas, 67212, and the Resident Agent in charge thereof at such address is Douglas L. Castleberry.

THIRD: The corporation is organized NOT for profit and the nature of its business and purposes to be conducted or promoted is to provide an entity for the preservation, maintenance and improvement of the following described real estate, to-wit:

Reserve "A", Block 1; Reserve "A", Block 2;  
Reserve "A", Block 5; and Lot 135, Block 5;  
all in The Park, an Addition to Wichita,  
Sedgwick County, Kansas,

which said real estate is to become a common area for the exclusive and mutual benefit of the owners of the following described real estate, to-wit:

Lots 2 to 94, inclusive, Block 1; Lots 1 to 18, inclusive, Block 2; Lots 14 to 134, inclusive, Block 5; Lots 1 to 25, Block 6; and Lots 2 to 11, inclusive, Block 4; all in The Park, an Addition to Wichita, Sedgwick County, Kansas.

FOURTH: There shall be no distribution of income to the members, directors or officers of the corporation, however, this shall not preclude the payment of salaries and compensation to the officers, directors and employees of the corporation, even though they may be members thereof.

FIFTH: The corporation shall not have authority to issue capital stock.

SIXTH: The first Board of Directors, appointed herein, shall have authority to adopt By-Laws for the government of the

Corporation, and therefore, such By-Laws may be altered, amended or repealed as provided in said By-Laws.

The affairs of the corporation will be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws, but not less than two (2) directors and in the absence of such determination, shall consist of two (2) directors. The first election of directors shall not be held until all of the lots described in Paragraph Third hereof have been sold by the developer of The Park Addition, or until after \_\_\_\_\_, 19\_\_\_\_, or until such developer elects to terminate control of the corporation, which shall ever first occur. The directors hereinafter named shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining director.

All directors of the corporation must be members of the Homeowners' Association hereby established.

SEVENTH: The corporation shall have all of the common law and statutory powers of a corporation NOT for profit which are not in conflict with the terms of these Articles.

The corporation shall have, but not be limited to, the following additional powers:

(A) To make and collect assessments against members to defray the costs, expenses and losses of the Corporation.

(B) To use the proceeds of assessments in the exercise of its powers and duties.

(C) To maintain, repair, replace and operate the common areas and facilities described in Paragraph Third hereof.

(D) To purchase insurance as required for the protection of the Corporation and its members.

(E) To reconstruct improvements after casualty loss and to further improve the property.

(F) To make and amend the reasonable regulations respecting the use of the property of the Corporation; provided however, that all such regulations and amendments thereto shall be approved by not less than seventy-five percent (75%) of the votes of the entire membership of the Corporation before such shall become effective.

(G) To contract for the management of the corporate property, if required, and to delegate to such contractor all powers and duties of the Association, except such delegation of authority shall be subject to the approval of seventy-five percent (75%) of the membership of the Association.

(H) To employ personnel to perform the services required for proper operation of the corporate property.

(I) All funds and the titles of all properties acquired by the Corporation and the proceeds thereof shall be held in trust for the members in accordance with the provisions of these Articles and the By-Laws.

(J) The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the By-Laws.

EIGHTH: The members of the corporation shall consist of all the record owners of the lots described in Paragraph Third hereof.

Change of membership in the Corporation shall be established by the recording in the office of the Register of Deeds of Sedgwick County, Kansas, of a deed establishing record title to a lot and the delivery to the President of the corporation of a certified copy of such deed, the owner designated by such instrument thereby becoming a member of the Corporation. The membership of the prior owner shall then be terminated.

The share of a member in the funds and assets of the

Corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenant to his lot.

If any lot is owned by more than one party, either as joint tenants or tenants in common, the owners, collectively, of said lot, shall be entitled to one (1) vote only. The manner of exercising of voting rights shall be determined by the By-Laws of the Association.

NINTH: The names and mailing addresses of each of the incorporators are as follows:

Douglas L. Castleberry, 14 Lakeview Court,  
Goddard, Kansas;

The Park, a Kansas Limited Partnership, 786  
North Ridge Road, Wichita, Kansas, 67212.

TENTH: The names and mailing addresses of each person who is to serve as a director until the first election of directors of the members, and until their successors are elected and qualified, are as follows:

Douglas L. Castleberry, 14 Lakeview Court,  
Goddard, Kansas;

ELEVENTH: The term for which this Corporation is to exist is in perpetuity.

IN WITNESS WHEREOF, we have hereunto subscribed our names this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

\_\_\_\_\_  
Douglas L. Castleberry

THE PARK, a Kansas Limited  
Partnership

By \_\_\_\_\_  
Douglas L. Castleberry

STATE OF KANSAS        )  
                          ) ss  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 1976, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DOUGLAS L. CASTLEBERRY, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

My Commission expires: \_\_\_\_\_  
Notary Public

STATE OF KANSAS        )  
                          ) ss  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 1976, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DOUGLAS L. CASTLEBERRY, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of The Park, a Kansas Limited Partnership.

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

My Commission expires: \_\_\_\_\_  
Notary Public

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, The Park, a Kansas Limited Partnership,  
being the owner of all the following described real estate, to-wit:

Lots 2 to 94, inclusive, Block 1; Block 2;  
Lots 2 to 11, inclusive, Block 4; Lots 14 to  
134, inclusive, Block 5; and Block 6; The  
Park, an Addition to Wichita, Sedgwick County,  
Kansas;

do hereby impose the following protective restrictions and covenants upon the above described real estate and they shall be filed for record in the office of the Register of Deeds of Sedgwick County, Kansas; and each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land, or any interest therein, and shall inure to and pass with each and every plot, and shall bind the respective successors in interest of the present owners thereof. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon the lots and blocks above described, except certain of the restrictions which shall not be uniformly applicable to all lots, as hereinafter set forth, and all are to be constructed as restrictive covenants running with the title to such lots.

1. Definition of Terms: (a) "Residential building site" or "building site" shall mean any lot or two or more contiguous lots or portions thereof, upon which a detached dwelling, with appurtenances, may be erected in conformance with these covenants.

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

(c) "Out building" shall mean any enclosed, covered structure not directly attached to a single-family dwelling to which it is appurtenant.

(d) "Improvements" shall mean and include a new detached single-family dwelling as herein defined, out buildings, fences, walls, hedges and other usual appurtenances now common to dwelling usage.

(e) "Front and side street building set-back line or lines" shall mean the minimum distance which a detached single-family dwelling may be set back from the front and/or side lines, respectively, if applicable.

(f) "Side building site line" shall mean the boundary or property line dividing two adjoining building sites, if any.

(g) "Common area" shall mean and include all the Reserves A in Blocks 1, 2, 5 and 6, and Lot 135, Block 5.

(h) "Homeowners association" shall refer to The Park Homeowners' Association, No. 1, a Kansas non-profit corporation and the By-Laws thereof and all rules and regulations promulgated pursuant to said Articles and By-Laws.

2. All lots are for single-family residential purposes only. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind, nor so-called home occupations, nor any other business or profession shall be maintained, practiced or permitted on any building site or in any detached single-family dwelling or appurtenant structure erected on any lot, nor in any other out building, even though it does not include the employment of any additional persons in the performance of such business, trade or profession. No activity which may be or become an annoyance or nuisance to the neighborhood shall be carried on upon any building site or in any detached single-family dwelling or appurtenant structure or out building erected thereon.

3. No garage or basement may be converted into apartments or living quarters.

4. No previously constructed building, dwelling or out building may be moved onto a building site, except that the construction of prefabricated homes from a recognized manufacturer may be permitted. No single-family dwelling, or any part thereof, nor any appurtenant structure to be used in conjunction with a single-family dwelling may be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. No temporary house, temporary dwelling, temporary garage, temporary out building, trailer home, or other temporary structure shall be placed or erected upon any lot, provided however, temporary construction sheds or the like may be utilized during the period of construction of a single-family dwelling upon any lot.

5. The following set-back requirements shall control with regard to the lots subject to these covenants:

(a) Lots 67 to 134, inclusive, Block 5; Lots 1 to 25, inclusive, Block 6; and Lots 2 to 11, Block 4. All improvements shall be set back a minimum of twenty-five (25) feet from the front lot line; there shall be a side yard set back on each side of not less than six (6) feet, provided however, any out building appurtenant to a single-family dwelling shall not be required to be set back more than three (3) feet from an interior side lot line when all parts of said out building are located more than one-half (1/2) the depth of the lot behind the front property line; and there shall be a rear yard having a depth of not less than twenty (20) feet. Provided further, no out building shall be constructed on any platted or recorded easement.

(b) Lots 2 to 94, inclusive, Block 1; Lots 1 to 18, inclusive, Block 2; and Lots 14 to 66, inclusive, Block 5. All detached single-family dwellings shall be set back a minimum of

five (5) feet from the front property line, provided however, a garage appurtenant to a single-family dwelling, either attached or detached, which is front load from the street, shall be set back a minimum of twenty (20) feet from the street right-of-way. Side yard set-backs shall be zero (0) feet, or a minimum of five (5) feet; and in no event, shall separate structures be permitted closer to each other than ten (10) feet. No rear yard set back shall be required.

6. Tanks. No elevated tanks of any kind shall be erected, placed or permitted on any part of any lot subject to these covenants.

7. Livestock and Pets. No livestock, chickens, fowls, or other animals, except the usual and ordinary number of family pets, shall be kept by the occupants of any dwelling constructed upon a building site.

8. Utility Lines and Cable Television. All electrical service, telephone lines and cable television service shall be placed under ground and no outside service to any dwelling shall be permitted, provided however, overhead electric lines may be permitted to serve lighting of the streets and common area. Any part or all of this restriction may be waived by the undersigned, their successors, heirs or assigns.

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

10. Nuisances. No lot shall be used in whole or in

part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.

11. Mining. No derrick or other structure designed for use on boring for oil or natural gas shall be erected, placed, or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphaltum or other hydrocarbon products or minerals of any kind be produced or extracted therefrom.

12. Construction. All residences or structures upon any of the lots subject to these restrictions must be constructed by a licensed contractor licensed by the City of Wichita, Kansas, and no used building materials may be incorporated in any improvement. No evaporative-type cooler shall be used in conjunction with any improvements.

13. Drainage. Drainage ways shall conform to the requirements of all lawful public authorities.

14. Commercial vehicles. No commercial vehicles, construction vehicles or like equipment or mobil or stationary trailers of any kind shall be permitted on any lot unless the same is kept completely enclosed.

15. Homeowners' Association. For the purpose of maintaining the common area and any community facilities, of every kind and nature required or desired within the area, for the general use and benefit of all the lot owners whose lots are subject to these covenants, each and every lot owner, in accepting a deed or contract for any lot, agrees to and shall be a member of and be subject to the obligations and duly enacted By-Laws and rules

of The Park Homeowners' Association, No. 1, a Kansas non-profit corporation.

16. Architectual Control. In lieu of restrictions heretofore commonly used governing minimum cost or square foot area of dwellings, both of which have proven inadequate in protecting existing or future property owners because of the fluctuating value of the dollar and the changing designs, customs and trends in home building, these covenants shall and do hereby provide that no detached single-family dwelling or other improvements as herein defined shall be erected, placed or altered on any building site in said Addition until the building or other improvement plans, specifications and plot plat showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design, including the height of said improvements, with existing structures in the Addition, and as to location of the improvements with respect to topography, grade and finished ground elevation by the Architectual Control Committee as hereinafter provided. The Architectual Control Committee, its successors or assigns, shall not be liable in damages to anyone so submitting plans for approval, or to any other owner or owners of building sites covered by this instrument by reason of mistaken judgment, negligence or non-feasance of themselves arising out of or in connection with the approval or disapproval, or failure to approve any such plans. In the event the Architectual Control Committee fails to approve or disapprove such design, height and location within thirty (30) days after said plans and specifications have been submitted, this covenant will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of the terms and conditions of this paragraph or without the written approval required, and no suit to enjoin the

erection, establishment or alteration of such improvements has been commenced prior to the completion thereof, this covenant will be deemed to have been fully complied with.

The Architectural Control Committee is composed of the following persons, to-wit:

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, a majority of the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

17. Term of Restrictions. These restrictive covenants shall run with the land and be binding upon all persons using, occupying or owning such property and their respective heirs, successors and assigns thereof until the \_\_\_\_ day of \_\_\_\_\_, 2001, at which time these restrictive covenants shall be automatically extended for successive periods of ten (10) years each unless by a vote of a majority in number of the then owners of the land in said Addition, as shown by the records in the office of the Register of Deeds of Sedgwick County, Kansas, it is agreed to change said restrictions or covenants in whole or in part.

18. Violations. If any person shall violate or attempt to violate any of the restrictions herein set forth it shall be lawful for any other person or persons holding any building site in said Addition to prosecute in any court of competent jurisdiction, any proceeding at law or in equity against the person or persons so violating or attempting to violate any such restriction, either for the purposes of preventing him or them from doing

so, or to recover damages for such violation. Any waiver of the enforcement of any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of the right to do so thereafter.

19. Invalidity. In the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

IN WITNESS WHEREOF, we, the undersigned, have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

THE PARK, a Kansas Limited Partnership

By \_\_\_\_\_  
Douglas L. Castleberry,  
General Partner

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 1976, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came DOUGLAS L. CASTLEBERRY, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of The Park, a Kansas Limited Partnership.

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

My Commission expires: \_\_\_\_\_

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

July 7, 1976

James R. Schaefer  
Attorney at Law  
800 Brown Building  
Wichita, Kansas 67202

Re: THE PARK - Homeowners  
Association Instruments

Dear Jim:

We have reviewed the above referred to instruments, and as usual our one major comment is that there should be included a section providing for the City of Wichita to cause maintenance and/or repair of the designated open space areas on the C.U.P. with proper notice to the affected property owners and the cost thereof be assessed to the properties. Concerning the form and content of said instruments, with the exception of the aforementioned section, everything appears to be satisfactory and comparable to previous approved Homeowners Association agreements submitted by you.

If you have any questions, please call. We would appreciate your forwarding the revised copies to our office as soon as possible.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme



KANSAS GAS AND ELECTRIC COMPANY

June 23, 1976

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

Subject: Final Plat, "The Park"

Dear Mr. Newby:

This is to advise that KG&E The Electric Company has reviewed the proposed final plat as submitted by Mr. Ken Taylor, and have no objections to the plat as proposed. We have no further requests to make regarding the plat.

Sincerely,

*Robert L. Blevins*

Robert L. Blevins  
Senior Estimator

RLB:pw



WICHITA-SEDGWICK COUNTY

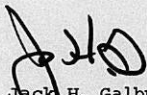
DATE

**METROPOLITAN AREA PLANNING DEPARTMENT**

April 21, 1976

**TO** Curtis L. Newby, Junior Planner  
**FROM** Jack H. Galbraith, Chief Planner  
**SUBJECT** S/D 75-53 - THE PARK - Southeast corner of Pawnee and  
Maize Road

At the Board of City Commission meeting of April 20, 1976, the above captioned plat was considered. The City Clerk's Office will be returning to you the city signed tracing. Please be advised that this tracing should be flagged as not to be released for recording until the signature of the Planning Director, Chairman of the Planning Commission, and all the conditions of approval have been complied with. Several of the conditions of approval require further action on the part of the City Commission and the release of the tracing is not to occur until the City Commission takes the action necessary.



Jack H. Galbraith  
Chief Planner

JHG:el

cc: Louise Olivarez, Planning Analyst

April 14, 1976

Willard L. Stockwell, Chief Planner  
Advance Plans Division  
Curtis L. Newby, Junior Planner  
Current Plans Division  
Transportation Plan Amendment.

At their regular meeting of March 18, 1976, the Planning Commission approved the final plat of The Park Addition, which is generally located at the southeast corner of Pawnee and Maize Road. One of the conditions of the approval was that Yosemite Drive be designated as a collector street and that the Transportation Plan be amended accordingly.

Attached herewith is a copy of the plat for your information and it is requested that the designation of Yosemite Drive as a collector street be included in the amendments to the Transportation Plan when next updated.

If you have any questions concerning this matter, contact me.

Curtis L. Newby, Junior Planner

CLN:rme  
Attachment

cc: Bruce Curfman, Junior Planner

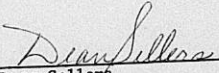
THE CITY OF WICHITA  
OFFICE OF ENGINEERING

DATE April 20, 1976



TO Curtis Newby - Planning  
FROM Dean Sellers, Assistant City Engineer  
SUBJECT The Park Northborough

Curb cut locations for driveways in zero lot line-patio home lot areas on subject 2 plats have been satisfactorily worked out with this office.

  
\_\_\_\_\_  
Dean Sellers  
Assistant City Engineer

/tn



RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 75-73                      Name THE PARK  
 Application & Sketch Filed: 6-23-75  
 Preliminary Plat Filed: 6-23-75 Approved by S/D: 7-3-75  
 Final Plat Filed: 3-1-76 Approved by S/D: 3-18-76  
 Approved by Metropolitan Area Planning Commission: 3-18-76

DESCRIPTION

General Location: Southeast corner of Maize Road and Pawnee

Surveyor or Engineer: K. O. Taylor  
 Owner: Douglas Castleberry  
 Address: 786 North Ridge Road 67212

1. Gross Acreage of Plat <u>142.1</u>	6. Access Control	
2. Number of Lots:	St. <u>Maize Road</u>	No. Openings <u>2</u>
Residential <u>243</u>	St. <u>Pawnee</u>	No. Openings <u>0</u>
Commercial <u>1</u>	St. _____	No. Openings _____
Industrial _____	7. Req'd Improvements	
Other _____	St. Paving <u>X</u>	Water <u>X</u>
Total Number of Lots: <u>244</u>	Sidewalk <u>X</u>	Drainage <u>X</u>
3. Minimum Lot Area: <u>0.07</u> Acres	Sewer <u>X</u>	Other _____
4. Existing Zoning <u>"AA"</u>		
5. Special Problems Discussed <u>None</u>		

Planning Commission Recommendation:

That this plat be approved subject to the following conditions:  
 (See attached sheet for conditions.)

NOTE: Associated zone Case Z-1665, "AA" and "LC" to "R-5" and "AA" to "LC"; and Residential Community Unit Plan DP-66, have been approved by the Board of City Commissioners, subject to platting.

ACTION: Approve the plat as recommended by the Metropolitan Area Planning Commission, authorize the Mayor to sign and instruct the Planning Department to withhold release of the plat tracing for recording until all the conditions of the approval have been complied with and all improvement guarantees have been accepted by the governing body.

CONDITIONS OF APPROVAL - S/D 75-73 - THE PARK

- de* A. Overall dimensions shall be indicated on the plat for the west line of Blocks 2 and 3.
- B. Yosemite Drive shall be designated as a collector street.
- de* *in petition* C. The applicant shall guarantee the paving of all interior streets indicated on the plat.
- de* *see letter from KGSB* D. The applicant shall contact Kansas Gas and Electric Company and the Department of Public Works relative to appropriate utility easements to be indicated on the final plat.
- de* *see memo* E. The applicant's engineer shall contact the Engineering Division of the Department of Public Works relative to curb cut locations and street geometrics for the streets serving the patio homes lots and/or zero lot line lots.
- de* *in petition* F. The applicant shall guarantee the extension of sanitary sewer and City water to serve subject property.
- de* *note: petitioned for public sidewalks on all streets until ready to build private walkway* G. The applicant shall install or guarantee the installation of sidewalks as shown on the approved sidewalk plan.
- H. The applicants shall obtain a drainage easement by separate instrument from the Park Board to permit drainage from the east end of Yosemite to cross the Park Board property and into the creek to the east. The applicant shall guarantee the necessary drainage improvements within the drainage easement.
- de* I. A site development plan shall be submitted to the Wichita Fire Department prior to the issuance of any building permits on subject property.
- J. The applicant and/or his engineer shall meet with the Park Board relative to the details and final arrangements for the access agreements, deeding of lands, utility easements across the Park Board property, etc. A letter shall be obtained from the Park Board stating that all items have been satisfactorily resolved. A copy of this letter shall be submitted to the Planning Department.
- de* K. The applicant shall have prepared and shall submit to the Planning Department an avigational easement covering all of subject property; and a covenant which will assure that adequate construction standards will be used to minimize noise pollution.
- de* L. A Homes Association Agreement providing for the maintenance of non-public common areas, parking areas, drainage, community facilities, etc., shall be submitted to the Planning Department, approved as to content by said Department and as to form by the Department of Law.
- de* M. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- de* N. Certification by an attorney that fee title is vested in the platlor.
- de* O. Certification that all taxes due and payable for 1975 and prior years have been paid.
- P. Recording of the plat within 90 days after approval by the Board of City Commissioners.
-

THE CITY OF WICHITA

OFFICE OF WATER DEPARTMENT

DATE April 14, 1976

TO Jack H. Gailbraith, Chief Planner  
FROM Bill H. Otten, Chief Engineer- Water Engineering  
SUBJECT The Park Addition

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

*Bill H. Otten*

Bill H. Otten  
Chief Engineer-Water Engineering

BHO:ar

cc: John D. Wynkoop, Director of Water

WICHITA-SEDGWICK COUNTY

DATE

April 12, 1976

**METROPOLITAN AREA PLANNING DEPARTMENT**

TO The File  
FROM Curtis L. Newby, Junior Planner  
SUBJECT S/D 75-53 - THE PARK.

On April 12, 1976, a meeting was held in the Economic Development office with Doug Castleberry, his attorney, Jim Schaefer; his engineer, Kenneth O. Taylor; Nelson Hall, Economic Development staff; Dean Sellers, City Engineering; Jack H. Galbraith and myself. The purpose of the meeting was to discuss plat approval requirements which need to still be complied with. The items yet to be complied with are as follows:

1. Complete and sign tracing.
2. Title and Tax opinion.
3. Guarantees for street paving, sidewalks, sanitary sewer, storm sewers and drainage channel improvements.
4. Guarantees for water service to each lot.
5. Guarantee for construction of a force main and lift station for the sanitary sewer system.
6. Memorandum from Dean Sellers of the City Engineering office approving curb cut location plan in the patio homes area.

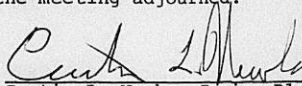
All of the above items need to be satisfactorily taken care of prior to release of the plat tracing for recording. It was agreed, however, to schedule the plat for approval by the City Commission at the City Commission meeting of April 20, 1976 with a recommendation that the plat be recorded within 90 days rather than the usual 30 days after approval by the governing body.

One additional item discussed was the approved sidewalk plan on subject plat and the applicant requested the following:

- A) That the sidewalk plan as approved be scraped at this time with the applicant petitioning for sidewalks adjacent to both sides of all public streets.
- B) Reserving the right to return to the original sidewalk plan at a later date after some of the lots are ready for development.

The File  
April 12, 1976  
Page 2

It should be noted that the applicant was advised that when the sidewalk plan is reinstated that a new guarantee will have to be submitted for the private sidewalks approved on the plat as a replacement for the petitions on the public sidewalks. Also, at this time, the sidewalk plan will have to be reviewed to determine what adjustments if any need to be made from the original approved plan. At this point, the meeting adjourned.

  
Curtis L. Newby, Junior Planner

CLN:rme

Street again in  
the Kee Office on  
4/12/76 - Full discussion  
on each side

Prison in Staff  
Meeting Monday

March 19, 1976

Mr. James Schaefer, Attorney  
800 Brown Building  
Wichita, Kansas 67202

Re: S/D 75-53 - Final Plat of  
THE PARK

Dear Mr. Schaefer:

At a special meeting of the Subdivision Committee on March 18, 1976, the above-captioned final plat was considered, and the action of the Committee was to recommend the approval of the plat subject to the following conditions:

KO

1. Overall dimensions shall be indicated on the plat for the west line of Blocks 2 and 3.

NAPD <sup>Abundant</sup>

It is recommended that Yosemite Drive be designated as a collector street.

Applicant

3. The applicant shall guarantee the paving of all interior streets indicated on the plat.

later

KO

Plans on plat

4. The applicant shall contact Kansas Gas and Electric Company and the Department of Public Works relative to appropriate utility easements to be indicated on the final plat.

Applicant

5. The applicant's engineer shall contact the Engineering Division of the Department of Public Works relative to curb cut locations and street geometrics for the streets serving the patio homes lots and/or zero lot line lots.

Plan OK  
Sutherland

Agent  
Call or letter  
from owner  
Applicant

The applicant shall guarantee the extension of sanitary sewer and city water to serve subject property.

later -  
Dennis -  
K O Taylor  
Ravens  
Seymour

Engineer

7. The applicant shall install or guarantee the installation of sidewalks as shown on the approved sidewalk plan.

Nothing  
to be  
done.

8. The applicant shall be advised that the sidewalk construction will be required at the time of final building inspection when the sidewalk has been required as a condition of plat approval.

Page 2 - Mr. James Schaefer  
March 19, 1976

*ok - see memo from Quitch*

The applicant's engineer shall submit a lot grading plan for Block 3, to the Maintenance-Flood Control Office for approval. Said plan shall provide that no drainage will be allowed to cross onto the property to the south of subject plat. The applicant's engineer shall also submit a site drainage plan to said office for approval. A letter obtained from M. S. Mitchell of the Maintenance-Flood Control Office approving the lot grading plan and the site drainage plan shall be submitted to the Planning Department. Approved copies of both plans shall be provided to the landowner to the south by the developer.

?

10. The applicants shall obtain a drainage easement by separate instrument from the Park Board to permit drainage from the east end of Yosemite to cross the Park Board property and into the creek to the east. The applicant shall guarantee the necessary drainage improvements within the drainage easement.

*nothing to do*

11. A site development plan shall be submitted to the Wichita Fire Department prior to the issuance of any building permits on subject property.

?

12. The applicant and/or his engineer shall meet with the Park Board relative to the details and final arrangements for the access agreements, deeding of lands, utility easements across the Park Board property, etc. A letter shall be obtained from the Park Board stating that all items have been satisfactorily resolved. A copy of this letter shall be submitted to the Planning Department.

*Planning will provide sample form*

13. The applicant shall have prepared and shall submit to the Planning Department an avigational easement covering all of subject property; and a covenant which will assure that adequate construction standards will be used to minimize noise pollution.

14. A Homes Association Agreement providing for the maintenance of non-public common areas, parking areas, drainage, community facilities, etc., shall be submitted to the Planning Department, approved as to content by said Department and as to form by the Department of Law.

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

As an off-agenda item, the Metropolitan Area Planning Commission, on March 18, 1976, also considered the above-captioned plat. Their action was to recommend the approval of the plat subject to the conditions as recommended by the Subdivision Committee as shown above.

Page 3 - Mr. James Schaefer  
March 19, 1976

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

- City Planning  
Department*
1. Compliance with the requirements of the Metropolitan Area Planning Commission.
  2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
  3. Certification by an attorney that fee title is vested in the platlor.
  4. Certification that all taxes due and payable for 1975 and prior years have been paid.

If you have any questions on procedures for complying with the conditions of approval of this plat, please contact our office.

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:ber

cc: Douglas Castleberry, 786 North Ridge Road 67212  
Henry Baalman, 2816 South Maize Road 67215  
K. O. Taylor, 1542 South St. Francis 67211  
F. J. Roedell, Director of Airport Engineering  
Bill Atherly, Park Department  
Dean Sellers, Assistant City Engineer

4-12-76

The Park

still need:

1. Need tracing from Taylor
2. street paving guarantees, sidewalks, sewers & drainage - all will be 100% petitioner's storm sewers channel work
3. Water petitions - have but need to sign and return to Water Dept for processing.
4. Force main & Lift Station plans will guarantee by letter of credit - will need estimate.

~~Sidewalk Plan scraped~~

all public walks may be changed back later !!! will require substitute guarantees

6. Dean Sellers will furnish memo on approval of curb cut location on private streets

→ memo to file re this

go ahead and schedule plat with no requirements met recommend approval subject to recording in 90-120 days.

**THE CITY OF WICHITA**

**OFFICE OF** Ass't. Supt. of Public Works Maint. **DATE** March 18, 1976



**TO** Jack Galbraith, Chief Planner, MAPD  
**FROM** M. S. Mitchell

**SUBJECT** - The Park Addn.

Reference is made to Item J of staff comments for the Subdivision Committee meeting of March 18, 1976. As I advised the Subdivision Committee, I have been handed a plan which contains site grading details for the entire plat as well as a revision which drains Block 3 to the east so that no runoff will be permitted across onto property south of the plat.

I have marked one copy of the plans approved, signed it and handed it to Mr. Baalman at the meeting. I trust this information is sufficient to permit final processing of the plat; however if further information or discussion is desired, please advise.

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

MSM/glm

cc: G. H. Wilton  
K. O. Taylor  
Tommy Allen/Park Dept.  
The Park Addn. Plat File



March 19, 1976

Mr. James Schaefer, Attorney  
800 Brown Building  
Wichita, Kansas 67202

Re: S/D 75-53 - Final Plat of  
THE PARK

Dear Mr. Schaefer:

At a special meeting of the Subdivision Committee on March 18, 1976, the above-captioned final plat was considered, and the action of the Committee was to recommend the approval of the plat subject to the following conditions:

1. Overall dimensions shall be indicated on the plat for the west line of Blocks 2 and 3.
2. It is recommended that Yosemite Drive be designated as a collector street.
3. *will petition.* The applicant shall guarantee the paving of all interior streets indicated on the plat.
4. *K-O will do* The applicant shall contact Kansas Gas and Electric Company and the Department of Public Works relative to appropriate utility easements to be indicated on the final plat.
5. *J. Ballera* The applicant's engineer shall contact the Engineering Division of the Department of Public Works relative to curb cut locations and street geometrics for the streets serving the patio homes lots and/or zero lot line lots.
6. *sewer lift station design estimate, guarantee by letter of credit or bond* The applicant shall guarantee the extension of sanitary sewer and city water to serve subject property.  
*water*
7. The applicant shall install or guarantee the installation of sidewalks as shown on the approved sidewalk plan.  
*petition's letter of credit.*
8. The applicant shall be advised that the sidewalk construction will be required at the time of final building inspection when the sidewalk has been required as a condition of plat approval.

Page 2 - Mr. James Schaefer  
March 19, 1976

*ok - see memo from Quitch*

The applicant's engineer shall submit a lot grading plan for Block 3, to the Maintenance-Flood Control Office for approval. Said plan shall provide that no drainage will be allowed to cross onto the property to the south of subject plat. The applicant's engineer shall also submit a site drainage plan to said office for approval. A letter obtained from M. S. Mitchell of the Maintenance-Flood Control Office approving the lot grading plan and the site drainage plan shall be submitted to the Planning Department. Approved copies of both plans shall be provided to the landowner to the south by the developer.

10. The applicants shall obtain a drainage easement by separate instrument from the Park Board to permit drainage from the east end of Yosemite to cross the Park Board property and into the creek to the east. The applicant shall guarantee the necessary drainage improvements within the drainage easement.
11. A site development plan shall be submitted to the Wichita Fire Department prior to the issuance of any building permits on subject property.
12. The applicant and/or his engineer shall meet with the Park Board relative to the details and final arrangements for the access agreements, deeding of lands, utility easements across the Park Board property, etc. A letter shall be obtained from the Park Board stating that all items have been satisfactorily resolved. A copy of this letter shall be submitted to the Planning Department.
13. The applicant shall have prepared and shall submit to the Planning Department an avigational easement covering all of subject property; and a covenant which will assure that adequate construction standards will be used to minimize noise pollution.
14. *will submit* A Homes Association Agreement providing for the maintenance of non-public common areas, parking areas, drainage, community facilities, etc., shall be submitted to the Planning Department, approved as to content by said Department and as to form by the Department of Law.
15. Recording of the plat within 30 days after approval by the Board of City Commissioners.

As an off-agenda item, the Metropolitan Area Planning Commission, on March 18, 1976, also considered the above-captioned plat. Their action was to recommend the approval of the plat subject to the conditions as recommended by the Subdivision Committee as shown above.

Page 3 - Mr. James Schaefer  
March 19, 1976

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

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. Certification by an attorney that fee title is vested in the plat.
4. Certification that all taxes due and payable for 1975 and prior years have been paid.

If you have any questions on procedures for complying with the conditions of approval of this plat, please contact our office.

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:ber

cc: Douglas Castleberry, 786 North Ridge Road 67212  
Henry Baalman, 2816 South Maize Road 67215  
K. O. Taylor, 1542 South St. Francis 67211  
F. J. Roedell, Director of Airport Engineering  
Bill Atherly, Park Department  
Dean Sellers, Assistant City Engineer

March 19, 1976

Mr. James Schaefer, Attorney  
800 Brown Building  
Wichita, Kansas 67202

Re: S/D 75-53 - Final Plat of  
THE PARK

Dear Mr. Schaefer:

At a special meeting of the Subdivision Committee on March 18, 1976, the above-captioned final plat was considered, and the action of the Committee was to recommend the approval of the plat subject to the following conditions:

1. Overall dimensions shall be indicated on the plat for the west line of Blocks 2 and 3.
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Page 2 - Mr. James Schaefer  
March 19, 1976

*see memo from Gmitel*  
The applicant's engineer shall submit a lot grading plan for Block 3, to the Maintenance-Flood Control Office for approval. Said plan shall provide that no drainage will be allowed to cross onto the property to the south of subject plat. The applicant's engineer shall also submit a site drainage plan to said office for approval. A letter obtained from M. S. Mitchell of the Maintenance-Flood Control Office approving the lot grading plan and the site drainage plan shall be submitted to the Planning Department. Approved copies of both plans shall be provided to the landowner to the south by the developer.

10. The applicants shall obtain a drainage easement by separate instrument from the Park Board to permit drainage from the east end of Yosemite to cross the Park Board property and into the creek to the east. The applicant shall guarantee the necessary drainage improvements within the drainage easement.
11. A site development plan shall be submitted to the Wichita Fire Department prior to the issuance of any building permits on subject property.
12. The applicant and/or his engineer shall meet with the Park Board relative to the details and final arrangements for the access agreements, deeding of lands, utility easements across the Park Board property, etc. A letter shall be obtained from the Park Board stating that all items have been satisfactorily resolved. A copy of this letter shall be submitted to the Planning Department.
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Page 3 - Mr. James Schaefer  
March 19, 1976

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

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- ✓ 3. Certification by an attorney that fee title is vested in the plattor.
- ✓ 4. Certification that all taxes due and payable for 1975 and prior years have been paid.

If you have any questions on procedures for complying with the conditions of approval of this plat, please contact our office.

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:ber

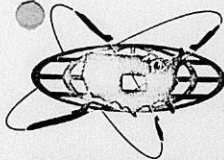
cc: Douglas Castleberry, 786 North Ridge Road 67212  
Henry Baalman, 2816 South Maize Road 67215  
K. O. Taylor, 1542 South St. Francis 67211  
F. J. Roedell, Director of Airport Engineering  
Bill Atherly, Park Department  
Dean Sellers, Assistant City Engineer

1-101

# Wichita Airport Authority

Willard Walpole, *president*  
John M. Bell  
Carol Konek  
R. C. Clappitt  
Alvin J. Hennessy

H. Jay Setter  
*Director of Aviation*



*Newly  
Falls in  
"The Park"*

Mid-Continent Airport

BAILIS F. BELL  
*Airport Manager*

March 18, 1976

Mr. Douglas L. Castleberry  
Castleberry & Associates  
786 N. Ridge Road  
Wichita, Kansas 67212

Dear Mr. Castleberry:

Please be advised that The Wichita Airport Authority at its regular meeting on March 15, 1976, approved the concept and committed themselves to the dedication of a right-of-way for road purposes across Airport land and land to be acquired for Airport purposes extending in a westerly direction from the proposed relocation of Tyler Road.

As you understand, the exact location of Tyler Road and the proposed public street connecting to your platted addition will have to be determined at a later date. You should also be advised that this dedication for public right-of-way will be subject to the approval of the Federal Aviation Administration.

Very truly yours,

THE WICHITA AIRPORT AUTHORITY

H. Jay Setter,  
Director of Aviation

HJS:jm

cc:  
BV Borst  
✓ RLakin

*See copy of  
deed  
recorded  
6-16-81  
Film 481 P9 682*



FINAL PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 75-53 Name THE PARK  
Date Application Rec'd. 6-23-75 Preliminary Approval 7-3-75  
Scheduled S/D Meeting 3-18-76

DESCRIPTION

General Location Southeast corner of Maize Road and Pawnee  
Owner Douglas Castleberry  
Surveyor/Engineer Kenneth O. Taylor  
Address 1542 South St. Francis Phone 264-4072

1. Gross Acreage of Plat 142.1  
2. Number of Lots:  
Residential 243  
Commercial 1  
Industrial \_\_\_\_\_  
Other \_\_\_\_\_  
Total Number of Lots 244  
3. Minimum Lot Frontage 45 ft.  
4. Minimum Lot Area 3,150 sq. ft.  
5. Existing Zoning AA  
6. Proposed Zoning A, AA, LC & R-5

7. Lineal Feet of New Streets:  
a. 70 R/W 3810 ft.  
b. 64 R/W 8870 ft.  
c. 100 R/W 1400 ft.  
d. 75 R/W 450 ft.  
e. 50 R/W 4200 ft.  
TOTAL 18,730 ft.  
8. Sidewalk adjacent to all streets? yes X no

9. Public Water Supply Yes (Yes-No), Name City of Wichita  
10. Public Sanitary Sewers Yes (Yes-No), Name City of Wichita  
11. Health Department Approval (where applicable) No (Yes-No)  
12. City of Wichita X: Three-Mile Area \_\_\_\_\_

STAFF COMMENTS:

- A. Overall dimensions shall be indicated on the plat for the west line of Blocks 2 and 3.
- B. The alignment of Yosemite Drive at the east line of the plat, will be discussed at the Subdivision Committee.
- C. It is recommended that Yosemite Drive be designated as a collector street.
- D. The applicant shall guarantee the paving of all interior streets indicated on the plat.
- E. The applicant shall contact Kansas Gas and Electric Company and the Department of Public Works relative to appropriate utility easements to be indicated on the final plat.
- F. The applicant's engineer shall contact the Engineering Division of the Department of Public Works relative to curb cut locations and street geometrics for the streets serving the patio homes lots and/or zero lot line lots.
- G. The applicant shall guarantee the extension of sanitary sewer and City water to serve subject property.
- H. The applicant shall install or guarantee the installation of sidewalks as shown on the approved sidewalk plan.
- I. The applicant shall be advised that the sidewalk construction will be required at the time of final building inspection when the sidewalk has been required as a condition of plat approval.
- J. The applicants engineer shall submit a lot grading plan for Block 3, to the Maintenance-Flood Control Office for approval. Said plan shall provide that no drainage will be allowed to cross onto the property to the south of subject plat. The applicant's engineer shall also submit a site

(OVER)

drainage plan to said office for approval. A letter obtained from M. S. Mitchell of the Maintenance-Flood Control Office approving the lot grading plan and the site drainage plan shall be submitted to the Planning Department. Approved copies of both plans shall be provided to the landowner to the south by the developer.

- K. The applicant's shall obtain a drainage easement by separate instrument from the Park Board to permit drainage from the east end of Yosemite to cross the Park Board property and into the creek to the east. The applicant shall guarantee the necessary drainage improvements within the drainage easement.
- L. A site development plan shall be submitted to the Wichita Fire Department prior to the issuance of any building permits on subject property.
- M. The applicant and/or his engineer shall meet with the Park Board relative to the details and final arrangements for the access agreements, deeding of lands, utility easements across the Park Board property, etc. A letter shall be obtained from the Park Board stating that all items have been satisfactorily resolved. A copy of this letter shall be submitted to the Planning Department.
- N. The applicant shall have prepared and shall submit to the Planning Department an avigational easement covering all of subject property; and a covenant which will assure that adequate construction standards will be used to minimize noise pollution.
- O. A Homes Association Agreement providing for the maintenance of non-public common areas, parking areas, drainage, community facilities, etc., shall be submitted to the Planning Department, approved as to content by said department and as to form by the Department of Law.
- P. Recording of the plat within 30 days after approval by the Board of City Commissioners

March 12, 1976

Kenneth O. Taylor  
1542 South St. Francis  
Wichita, Kansas 67211

Re: S/D 75-53 - Final plat of  
THE PARK.

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, March 11, 1976, the above captioned plat was considered. The action of Committee was to defer this plat in order for the location of the extension of Yosemite Drive across the Park Board and Airport property be resolved.

You should be further advised that this plat will be reconsidered at a special meeting of the Subdivision Committee to be held on March 18, 1976, at 1:00 p.m., in the City Commission Chambers. It is hoped that the location of the road in question can be settled prior to this meeting.

If you have any questions, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme  
Encl.

cc: Douglas Castleberry, 786 N. Ridge Road, 67212  
James R. Schaefer, Attorney, 800 Brown Building, 67202  
Mr. Henry Baalman, 2816 South Maize Road, 67215  
F. J. Roedell, Director of Airport Engineering  
Bill Atherly, Park Department  
Dean Sellers, City Engineering  
M. S. Mitchell, Maintenance-Flood Control

WICHITA-SEDCWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION

SUBDIVISION COMMITTEE

SPECIAL MEETING AGENDA

March 18, 1976

A special meeting of the Metropolitan Area Planning Commission Subdivision Committee and officials from various departments of the City of Wichita and County of Sedgwick will be held on Thursday, March 18, 1976, at 1:00 p.m., in the City Commission Room, First Floor, City Hall, 455 North Main, Wichita, Kansas.

S/D 75-53 - Final plat of THE PARK, generally located at the southeast corner of Waize Road and Pawnee.

Engineer:	Kenneth O. Taylor
Minimum lot area:	3,150 sq. ft.
Acreage:	142.1
Number of lots:	244

NOTE: At the request of the applicant, this plat which was deferred by the Subdivision Committee at their meeting of March 11, 1976 will be reconsidered.

-----

FINAL PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 75-53 Name THE PARK  
Date Application Rec'd. 6-23-75 Preliminary Approval 7-3-75  
Scheduled S/D Meeting 3-11-76

DESCRIPTION

General Location Southeast corner of Maize Road and Pawnee

Owner Douglas Castleberry  
Surveyor/Engineer Kenneth O. Taylor  
Address 1542 South St. Francis Phone 264-4072

- |   |                            |   |                   |
|---|----------------------------|---|-------------------|
| 1. Gross Acreage of Plat  | <u>142.1</u>               | 7. Lineal Feet of New Streets:                                    |                   |
| 2. Number of Lots:  |                            | a. <u>70</u> R/W <u>3810</u> ft.                                  |                   |
| Residential   | <u>243</u>                 | b. <u>64</u> R/W <u>8870</u> ft.                                  |                   |
| Commercial  | <u>1</u>                   | c. <u>100</u> R/W <u>1400</u> ft.                                 |                   |
| Industrial  |                            | d. <u>75</u> R/W <u>450</u> ft.                                   |                   |
| Other   |                            | e. <u>50</u> R/W <u>4200</u> ft.                                  |                   |
| Total Number of Lots  | <u>244</u>                 | TOTAL   | <u>18,730</u> ft. |
| 3. Minimum Lot Frontage   | <u>45</u> ft.              | 8. Sidewalk adjacent to all                                       |                   |
| 4. Minimum Lot Area   | <u>3,150</u> sq. ft.       | streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> |                   |
| 5. Existing Zoning  | <u>AA</u>                  |   |                   |
| 6. Proposed Zoning  | <u>A, AA, LC &amp; R-5</u> |   |                   |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u>     |                            |   |                   |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> |                            |   |                   |
| 11. Health Department Approval (where applicable) <u>No</u> (Yes-No)        |                            |   |                   |
| 12. City of Wichita <u>X</u> : Three-Mile Area                              |                            |   |                   |

STAFF COMMENTS:

- A. There are yet many unresolved problems with proposed realignment of Tyler Road to the east, vacation of Pawnee, etc. which all effect this plat. Therefore the applicant, Park Board and others shall be prepared to discuss these matters as they relate to this plat.
- B. Overall dimensions shall be indicated on the plat for the west line of Blocks 2 and 3.
- C. The alignment of Yosemite Drive at the east line of the plat, will be discussed at the Subdivision Committee.
- D. It is recommended that Yosemite Drive be designated as a collector street.
- E. The applicant shall guarantee the paving of all interior streets indicated on the plat.
- F. The applicant's engineer shall contact the Engineering Division of the Department of Public Works relative to curb cut locations and street geometrics for the streets serving the patio homes lots and/or zero lot line lots.
- G. The applicant shall guarantee the extension of sanitary sewer and City water to serve subject property.
- H. A site development plan shall be submitted to the Wichita Fire Department prior to the issuance of any building permits on subject property.
- I. The applicant shall install or guarantee the installation of sidewalks as shown on the approved sidewalk plan.
- J. The applicant shall be advised that the sidewalk construction will be required at the time of final building inspection when the sidewalk has been required as a condition of plat approval.

- K. The applicant and/or his engineer shall meet with the Park Board relative to the details and final arrangements for the access agreements, deeding of lands, utility easements across the Park Board property, etc. A letter shall be obtained from the Park Board stating that all items have been satisfactorily resolved. A copy of this letter shall be submitted to the Planning Department.
- L. The applicant shall have prepared and shall submit to the Planning Department an avigational easement covering all of subject property; and a covenant which will assure that adequate construction standards will be used to minimize noise pollution.
- M. A Homes Association Agreement providing for the maintenance of non-public common areas, parking areas, drainage, community facilities, etc., shall be submitted to the Planning Department, approved as to content by said department and as to form by the Department of Law.
- N. The applicant shall be advised that no off-street parking or circulation aisles shall be permitted within the designated setback areas on all residentially zoned lots.
- O. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- P. Recording of the plat within 30 days after approval by the Board of City Commissioners.

12-10-75 Jay Seth Bell Bell & Bell John Bellwell  
Stahwell Corporation -  
Bonds - March 1

Vacation Car for Tyler Rd and 31st St

Jay agrees with Collector to Tyler Rd  
continued on Tyler Rd, Vacation and  
relocation. and 31st Street

His concern is with who pays for  
Tyler Rd above two lanes + who pays for  
~~Front~~ Collector street to eastberg's property.

Need to design K 42 and Tyler Rd  
intersection to be able to extend Tyler Rd  
further south across RR and make  
transition back into existing Tyler Rd.

11/26/75-

1. Allen will provide a letter requesting an amendment to the master plan to delete Parson as a major street, establishing 31st to a major and a half mile collector intersecting Taylor Rd.

Bill is to contact Setzer to determine their willingness to dedicate a collector west of Taylor to the Callibers property.

Parson will ~~not~~ be vacated at this time, will remain gravel until new collector is developed. Vacating can occur later.

Called Crabbe, 12/2/75 - and he will  
called him on  
promised to submit a sketch plat -

SCCD-Cons-5 (6/75)

MAPP

RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

Property Name The Park

Location SE Corner Maize Road & Pawnee

Date 7/3/75

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

Requested by: Wichita-Sedgwick County Metropolitan  
Area Planning Commission

\*\*\*\*\*

MAILED TO:

Kenneth O. Taylor  
Name -

K. O. Taylor  
Firm

Phone -- Date  
111 \_\_\_\_\_  
119 \_\_\_\_\_  
102 \_\_\_\_\_  
104 \_\_\_\_\_

A. SOIL TYPE: Milan loam-1 to 3% slope. This is a deep well drained soil.

Moderate limitation for basements-severe limitation for septic tanks-  
severe limitation for roads and streets.

B. SITUATION: This is a large area that has a wind erosion potential if not

covered with grass or development.

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

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

- 1. Disturb only the area needed for construction.
- 2. Remove only those trees, shrubs, and grasses that must be removed for construction; protect the rest to preserve their esthetic and erosion-control values.
- 3. Stockpile topsoil and protect it with anchored straw mulch or jute mat material.
- 4. Disturbing as small an area as possible, install streets, curbs, water mains, electric and telephone cables, storm drains, and sewers in advance of home or other building construction.
- 5. Install erosion and sediment control practices according to the Sedgwick County Conservation District standards and specifications.
- 6. Temporarily stabilize each segment of graded or otherwise disturbed land, including the sediment-control devices not otherwise stabilized, by seeding and mulching or by mulching alone. Permanently stabilize these areas as work on the land is completed. Both temporary and permanent stabilization practices are to be installed according to the Sedgwick County Conservation District standards and specifications.

\* CONTINUED \*

CONSERVATION DISTRICT AND DISTRICT OF SEDGWICK COUNTY, KANSAS  
DISTRICT OF SEDGWICK COUNTY, KANSAS

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

STANDARD RATES:

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

SPECIAL RATES: \_\_\_\_\_

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

STANDARD RATES:

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

SPECIAL RATES: \_\_\_\_\_

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

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

Distribution: Original to Developer and/or Owner  
Copy to Metropolitan Area Planning Department Staff  
File Copy: Sedgwick County Conservation District

July 8, 1975

K. O. Taylor  
1542 S. St. Francis  
Wichita, Kansas 67214

Re: S/D 75-53 - Preliminary plat  
of THE PARK ADDITION.

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 3, 1975, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. A 35' building setback shall be indicated on Lot 1, Block 6 which was an exception to the CUP. (All other building setbacks shown on the CUP shall govern.
- B. A Homes Association Agreement providing for the maintenance of non-public common areas, parking areas, drainage, community facilities, etc., shall be submitted to the Planning Department, approved as to content by said department and as to form by the Department of Law.
- C. The applicant shall be advised that no off-street parking or circulation aisles shall be permitted within the designated setback areas on all residentially zoned lots.
- D. A sidewalk plan shall be submitted prior to the submission of a final plat. Said plan shall be considered before the S/D Committee at the same time as the final plat.
- E. The applicant shall install or guarantee the installation of sidewalks as shown on the approved sidewalk plan.

K. O. Taylor  
July 8, 1975

- F. The applicant shall guarantee the paving of all interior streets and cul-de-sacs shown on this preliminary plat.
- ~~G.~~ The applicant &/or his engineer shall contact Tim Cain of the Department of Public Works relative to indicating appropriate street names on the face of the plat.
- ~~H.~~ The applicant's engineer shall recheck single family lots to assure that a minimum frontage of 60' is provided at the building setback line.
- ~~I.~~ The applicant's engineer shall contact all utility companies prior to submission of the final plat relative to indicating appropriate utility easements on the final plat.
- J. The applicant shall guarantee the extension of sanitary sewer and City water to serve subject property.
- K. A site development plan shall be submitted to the Wichita Fire Department prior to the issuance of any building permits on subject property.
- L. The applicant's engineer shall work with the Engineering Department relative to the geometrics indicated for cul-de-sacs *and curb cut*
- ~~M.~~ The applicant's engineer shall contact M. S. Mitchell of the Metropolitan Flood Control Office relative to granting additional floodway on the NE corner of Block 3 and establishing a minimum building ~~foot~~<sup>pad</sup> elevation.
- ~~N.~~ A cover shall be maintained during the development of subject property in order to prevent soil erosion. The Soil Conservation Service shall be contacted relative to this matter.
- O. The applicant and/or his engineer shall meet with the Park Board relative to the details and final arrangements for the access agreements, deeding of lands, utility easements across the Park Board property, etc.. A letter shall be obtained from the Park Board stating that all items have been satisfactorily resolved. A copy of this letter shall be submitted to the Planning Department.
- P. The applicant shall have prepared and shall submit to the Planning Department an avigational easement covering all of subject property; and a covenant which will assure that adequate construction standards   
be utilized in th

K. O. Taylor  
July 8, 1975

- Q. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- R. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

In addition to the above conditions, concern was expressed by the Committee as to how it was proposed to provide for the improvement of Maize Road and/or Pawnee Avenue to the north and east of subject property to provide adequate access for the type of development proposed on the subject property. The applicant should contact the Planning Department concerning this matter.

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

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

Sincerely,

Curtis L. Newby  
Junior Planner

CLM:mr  
Enclosure

cc: Douglas Castleberry  
786 N. Ridge Rd.  
Wichita, KS 67209

Dean Sellers  
Assistant City Engineer

## SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 75-53 Name THE PARK  
 Date Application Rec'd. 6-23-75 Preliminary Approval \_\_\_\_\_  
 Scheduled S/D Meeting 7-3-75

## DESCRIPTION

General Location Southeast corner Maize Road and Pawnee

Owner Douglas Castleberry  
 Surveyor/Engineer K. O. Taylor  
 Address 1542 S. St. Francis Phone 264-4072

- |   |  |                                 |                   |
|---|--|---------------------------------|-------------------|
| 1. Gross Acreage of Plat                          | <u>142.1</u>                                     | 7. Lineal Feet of New Streets:  |                   |
| 2. Number of Lots:                                |  | a. <u>70</u> R/W <u>3810</u>    | ft.               |
| Residential                                       | <u>243</u>                                       | b. <u>64</u> R/W <u>8870</u>    | ft.               |
| Commercial  | <u>1</u>   | c. <u>100</u> R/W <u>1400</u>   | ft.               |
| Industrial  |  | d. <u>75</u> R/W <u>450</u>     | ft.               |
| Other   |  | e. <u>50</u> R/W <u>4200</u>    | ft.               |
| Total Number of Lots                              | <u>244</u>                                       | TOTAL                           | <u>18,730</u> ft. |
| 3. Minimum Lot Frontage                           | <u>45</u> ft.                                    | 8. Sidewalk adjacent to all     |                   |
| 4. Minimum Lot Area                               | <u>3150</u> ft.                                  | streets? <u>yes</u> <u>X</u> no |                   |
| 5. Existing Zoning                                | <u>A-A</u>                                       |                                 |                   |
| 6. Proposed Zoning                                | <u>A, A-A, LC &amp; R-5</u>                      |                                 |                   |
| 9. Public Water Supply                            | <u>YES</u> (Yes-No), Name <u>City of Wichita</u> |                                 |                   |
| 10. Public Sanitary Sewers                        | <u>YES</u> (Yes-No), Name <u>City of Wichita</u> |                                 |                   |
| 11. Health Department Approval (where applicable) | <u>NO</u> (Yes-No)                               |                                 |                   |
| 12. City of Wichita                               | <u>X</u> : Three-Mile Area                       |                                 |                   |

## STAFF COMMENTS:

- A. The associated zone case Z-1665 from "LC" & "AA" to "LC" & "R-5" and the associated community Unit Plan DP-66 have been approved by the Board of City Commission subject to platting.
- B. A 35' building setback shall be indicated on Lot 1, Block 6 which was an exception to the CUP. (All other building setbacks shown on the CUP shall govern.
- C. A Homes Association Agreement providing for the maintenance of non-public common areas, parking areas, drainage, community facilities, etc., shall be submitted to the Planning Department, approved as to content by said department and as to form by the Department of Law.
- D. The applicant shall be advised that no off-street parking or circulation aisles shall be permitted within the designated setback areas on all residentially zoned lots.
- E. A sidewalk plan shall be submitted prior to the submission of a final plat. Said plan shall be considered before the S/D Committee at the same time as the final plat.
- F. The applicant shall install or guarantee the installation of sidewalks as shown on the approved sidewalk plan.
- G. The applicant shall guarantee the paving of all interior streets and cul-de-sacs shown on this preliminary plat.
- H. The applicant shall submit an Avigational easement covering all of subject property and a covenant assuring that adequate construction methods will be utilized to minimize noise pollution within all habitable structures to be built on subject property.

T9-303

(OVER)

- I. The applicant &/or his engineer shall contact Tim Cain of the Department of Public Works relative to indicating appropriate street names on the face of the plat.
- J. The applicant's engineer shall recheck single family lots to assure that a minimum frontage of 60' is provided at the building setback line.
- K. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- L. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Map No.: 4844  
Section No.: 5  
Twp. No.: 28S  
Range: 1W

S/D No. 75-53

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: The Park

General Location: SE Corner Maize Rd + Pawnee

Name of Property Owner: Dagglas Castleberry

Address: 786 North Ridge Road 12 Phone: 943-2237

Name of Subdivider: Same

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Agent/Surveyor: R.D. Taylor

Address: 1542 S. St. Francis Phone: 264-4072

Date of Application: 6-23-75

SUBDIVISION INFORMATION:

- Gross Acreage of Plat 142.1
- Number of Lots:
  - Residential 243
  - Commercial 1
  - Industrial \_\_\_\_\_
  - Other \_\_\_\_\_Total Number of Lots 244
- Minimum Lot Frontage 45 ft.
- Minimum Lot Area 3150 ft.
- Existing Zoning A-A
- Proposed Zoning A, A-A, LC + Mult. Family
- Lineal Feet of New Streets:
  - a. 70 R/W 3810 ft.
  - b. 64 R/W 8870 ft.
  - c. 100 R/W 1400 ft.
  - d. 75 R/W 450 ft.
  - e. 50 R/W 420 ft.TOTAL 18730 ft.
- Sidewalk adjacent to all streets? yes  no
- Public Water Supply Yes (Yes-No), Name City of Wichita
- Public Sanitary Sewers Yes (Yes-No), Name City of Wichita
- Health Department Approval (where applicable) No (Yes-No)
- City of Wichita  Three-Mile Area

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

Owner's Signature: Dagglas L. Castleberry

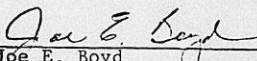
Wichita-Sedgwick County Metropolitan Area  
Planning Commission, Room 402, City Building  
Annex, 104 South Main Street, Wichita, Kansas

Received by [Signature]  
Date 6/23/75  
Fee Submitted \$776.00

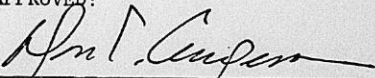


December 5, 1979

It is requested that the petitioned public improvements be implemented.

  
\_\_\_\_\_  
Joe E. Boyd  
Economic and Industrial  
Development Officer

APPROVED:


  
\_\_\_\_\_  
Don E. Anderson, Director  
Housing and Economic Development

JEB/DEA:mw

Attachments

cc: Russell Brenner, Director of Administration  
Ray Bruggeman, Director of Public Works  
Robert Lakin, Director of Planning  
John Wynkoop, Director of Water & Water Pollution Control  
Don Gisick, City Clerk  
Ralph Klose, City Treasurer  
Dean Sellers, Action City Engineer

The Director of Public Works and the Director of Water and Water Pollution Control are hereby directed to install the public improvements itemized for this project.

  
\_\_\_\_\_  
E. H. Denton, City Manager

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that THE PARK, a Kansas Limited Partnership the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) Four certain sales agreements attached hereto for the property listed and described in Attachment I to this assignment and which is hereby incorporated into this assignment as if fully set out herein, together with the sum of One Thousand Six Hundred and Thirty dollars (\$ 1,630.00 ), said sum being equal to ten (10) percent of the purchase price of the aforementioned sales agreement(s), all of which is given to secure the cost of installing certain petitioned public improvements.

The properties so assigned constitute Thirty-five+ percent ( 35+ %) of the properties to be benefitted by the following public improvements:

Storm sewer serving Lots 1, 2, and 3, Block 3; Lots 14 thru 50 inclusive, Block 5; and Lots 22 thru 25 inclusive, Block 6.

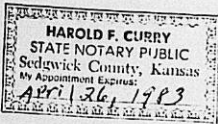
(list description of street, drainage, sewer and/or water improvements to be installed.)

It is requested that installation of said improvements be initiated in accordance with the City of Wichita Development Policy for Public Improvements.

THE PARK, a Kansas Limited Partnership  
Douglas L. Paulberry

STATE OF KANSAS)SS  
SEDGWICK COUNTY)

Sworn to and subscribed before me this 21<sup>st</sup> day of November, 1979.



Harold F. Curry  
Notary Public

My Commission Expires April 26 - 1983

(One copy to be sent to the Director of Economic Development of the City of Wichita).

LISTING OF SALES AGREEMENTS  
in THE PARK Subdivision

- a. Lot 22, Block 6
- b. Purchaser Walter L. Stauffer  
Address 3535 W. 13th, Wichita  
Telephone 943-4288
- c. Contract Sales Price \$6,400.00
- d. Down Payment Assigned \$640.00

- a. Lot 21 & 22, Block 5
- b. Purchaser L. R. Johnson  
Address 555 W. Douglas, Wichita  
Telephone 263-7469
- c. Contract Sales Price \$9,900.00
- d. Down Payment Assigned \$990.00

- a. Lot \_\_\_\_\_
- b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_
- c. Contract Sales Price \_\_\_\_\_
- d. Down Payment Assigned \_\_\_\_\_

- a. Lot \_\_\_\_\_
- b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_
- c. Contract Sales Price \_\_\_\_\_
- d. Down Payment Assigned \_\_\_\_\_

- a. Lot \_\_\_\_\_
- b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_
- c. Contract Sales Price \_\_\_\_\_
- d. Down Payment Assigned \_\_\_\_\_

- a. Lot \_\_\_\_\_
- b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_
- c. Contract Sales Price \_\_\_\_\_
- d. Down Payment Assigned \_\_\_\_\_

THE CITY OF WICHITA

OFFICE OF Industrial Development

DATE September 6, 1979 SEP 7 1979

Office Of The City Manager	
<input checked="" type="checkbox"/> END	<input type="checkbox"/> MP
<input type="checkbox"/> REC	<input type="checkbox"/> SH
<input type="checkbox"/> FILE	<input type="checkbox"/>
Series To <i>JS</i>	
Sent To <i>Journal</i>	
File <i>F-10</i>	

TO E. H. Denton, City Manager

FROM Joe E. Boyd, Economic and Industrial Development Officer

SUBJECT Request for Initiation of Public Improvements - The Park Addition

Mr. Doug Castleberry, General Partner THE PARK, has been working with various City of Wichita departments relative to the Development Policy for Public Improvements. As of September 6, 1979, all requirements have been satisfied under AR31 Revised to initiate public improvements on the development project entitled THE PARK.

Mr. Castleberry has provided this office with the following documents:

1. Two assignments of Sales Agreements to the City of Wichita, Kansas.
2. Two listings of Sales Agreements.
3. A copy of four Real Estate Purchase Contracts for 38 lots representing an average of 38.1 percent of the addition benefitting from the petitioned public improvements.
4. A check payable to the City of Wichita in the amount of \$21,423.95 which represents ten percent of the purchase price of the 38 lots pledged as security for the petitioned public improvements.

The Department of Housing and Economic Development staff has reviewed the above listed documents and has verified the percentages as accurate calculations.

These submissions provide "reasonable assurances" that the City's credit will not be adversely affected by the installation and financing of public improvements for this project as set out in AR31 Revised.

With a copy of this memorandum the original of these documents is being forwarded to the City Clerk and the check is being forwarded to the City Treasurer for deposit in a trust account.

**RECEIVED**

SEP 12 1979

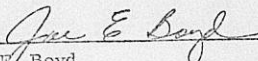
METROPOLITAN PLANNING

ROUTE  \_\_\_\_\_  
 \_\_\_\_\_

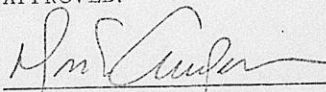
E. H. Denton, City Manager  
Page 2

September 6, 1979

It is requested that the petitioned public improvements be implemented.

  
\_\_\_\_\_  
Joe E. Boyd  
Economic and Industrial Development Officer

APPROVED:

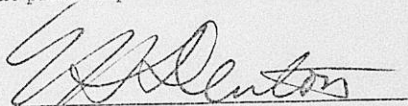
  
\_\_\_\_\_  
Don E. Anderson, Director  
Housing and Economic Development

JEB:mw

Attachments

cc: Russell Brenner, Director of Administration  
Ray Bruggeman, Director of Public Works  
Robert Lakin, Director of Planning ✓  
John Wynkoop, Director of Water and Water Pollution Control  
Don Gisick, City Clerk  
Ralph Klose, City Treasurer  
Dean Sellers, Acting City Engineer

The Director of Public Works and the Director of Water and Water Pollution Control are hereby directed to install the public improvements itemized for this project.

  
\_\_\_\_\_  
E. H. Denton, City Manager

July 20, 1979

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that THE PARK, a Kansas Limited Partnership the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) four certain sales agreements attached hereto for the property listed and described in Attachment I to this assignment and which is hereby incorporated into this assignment as if fully set out herein, together with the sum of Thirteen Thousand Five Hundred Three and 95/100 dollars (\$13,503.95), said sum being equal to ten (10) percent of the purchase price of the aforementioned sales agreement(s), all of which is given to secure the cost of installing certain petitioned public improvements.

The properties so assigned constitute Thirty Six + percent (36+ %) of the properties to be benefited by the following public improvements:

- Sewer service to Lots 2 thru 21, Block 6 and Lots 51 thru 83, Block 5
- Water service to Lots 1 thru 21, Block 6 and Lots 51 thru 92, Block 5
- Street & drainage to Lots 1 thru 21, Block 6 and Lots 51 thru 92, Block 5

(list description of street, drainage, sewer and/or water improvements to be installed.)

It is requested that installation of said improvements be initiated in accordance with the City of Wichita Development Policy for Public Improvements.

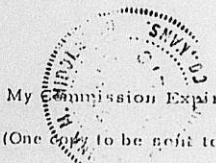
THE PARK, a Kansas Limited Partnership

Walter L. Paul Oberly  
General Partner

STATE OF KANSAS)SS  
SELEGWICK COUNTY)

Sworn to and subscribed before me this 20<sup>th</sup> day of July, 1979.

Donna M. Middleton  
Notary Public



My Commission Expires Nov. 3, 1979

(One copy to be sent to the Director of Economic Development of the City of Wichita).

**LISTING OF SALES AGREEMENTS**  
in THE PARK Subdivision

a. Lots 67, 68, 69, 70, 71, 72, Block 5 53,468. Sq. Ft.  
b. Purchaser Robert E. Muzzy  
Address 734 Butler, Valley Center  
Telephone 755-1798  
c. Contract Sales Price \$38,460.00  
d. Down Payment Assigned \$3,846.00

a. Lots 73,74,76,77,78, Block 5 41,325. Sq. Ft.  
b. Purchaser David L. Niedens  
Address 2554 Yellowstone, Wichita  
Telephone 722-8008  
c. Contract Sales Price \$32,000.00  
d. Down Payment Assigned \$3,200.00

a. Lots 1, 2, Block 6 25,930. sq. ft.  
b. Purchaser Doug Castleberry Construction Inc.  
Address 786 N. Ridge Road  
Telephone 943-2237  
c. Contract Sales Price \$6,979.50  
d. Down Payment Assigned \$697.95

a. Lots 79,80, 81,82,83,84,85,86,87, Block 5 77,446. sq. ft.  
b. Purchaser Walter L. Stauffer  
Address 3535 N. 13th, Wichita  
Telephone 943-4283  
c. Contract Sales Price \$57,600.00  
d. Down Payment Assigned \$5,760.00

PHASE II TOTAL \$13,503.95

198,169. Sq Ft.

a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership  
 and the Buyer, to-wit: Robert E. Muzzy and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following-described real property in Sedgewick County, State of Kansas, to-wit: 6 Lots from available unsold lots in common lot pool, including lots 67 thru 92, Block 5, and Lots 3 thru 22, Block 6, THE PARK, an addition to the city of Wichita, Kansas.

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above-described real property the amount of \$33,460.<sup>00</sup> thirty eight thousand six hundred dollars. Dollars in manner as follows, to-wit: 33460 with this contract as earnest money. Actual contract purchase price will be determined by specific lot selected, and lot price schedule which is attached and hereby made a part of this contract. Buyer can select any lot that has not been previously selected and sold.

Some lots will require more expensive homes than others. A specific lot can be reserved for thirty days to give Buyer and Seller time to agree on plan design etc. If plan is not approved, the lot may be returned to the common lot pool. Plans and Specifications must be signed and approved by The Architectural Control Committee before construction is started.

Warranty deed will be delivered to Buyer upon payment of the balance of purchase price, together with interest, if any (based on lot price schedule attached).

Buyer agrees to commence construction on the lots no later than 180 days after completion of street and utility service to said lots.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100 % by Seller and \_\_\_\_\_ % by Buyer.

4. \$ 33460.<sup>00</sup> EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of closing date

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given at closing

This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than 180 days after completion of street and utilities to said lot.

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: This contract is subject to recorded covenants and Homeowners Association By-laws. If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid.

EXECUTED March 9, 1979. Copy of this contract received.

THE PARK, Kansas Limited Partnership

Douglas L. Castleberry  
 SELLER  
 Douglas L. Castleberry, General Partner

Robert E. Muzzy  
 BUYER

REAL ESTATE BROKER: CENTURY 21 Doug Castleberry & Associates

Phone 943-2237

By Douglas L. Castleberry  
 Agent

Always specify Ingersoll Title Insurance Corporation for title evidence and closings.  
 GUARANTEE TITLE DIVISION

MICROFILMED  
 FROM THE BEST  
 AVAILABLE COPY

REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to wit: THE PARK, a Kansas Limited Partnership and the Buyer, to wit: David L. Niedens

and they agree that

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following described real property in Sedgewick County, State of Kansas, to wit: 5 lots from available unsold lots in common lot pool, including lots 67 thru 92, Block 5, and Lots 3 thru 22, Block 6, THE PARK, an addition to the city of Wichita, Kansas.

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of THIRTY TWO THOUSAND & 00/100 Dollars in manner as follows, to wit: \$3,200. with this contract as earnest money. Actual contract purchase price will be determined by specific lot selected, and lot price schedule which is attached and hereby made a part of this contract. Buyer can select any lot that has not been previously selected and sold.

Some lots will require more expensive homes than others. A specific lot can be reserved for thirty days to give Buyer and Seller time to agree on plan design etc. If plan is not approved, the lot may be returned to the common lot pool. Plans and Specifications must be signed and approved by The Architectural Control Committee before construction is started.

Warranty deed will be delivered to Buyer upon payment of the balance of purchase price, together with interest, if any (based on lot price schedule attached).

Buyer agrees to commence construction on the lots no later than 180 days after completion of street and utility service to said lots.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100 % by Seller and % by Buyer.

4. \$ 3,200.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of closing date

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given at closing

This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than 180 days after completion of street and utilities to said lot.

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: This contract is subject to recorded covenants and Homeowners Association By-laws. If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid.

EXECUTED 5-8, 1979. Copy of this contract received.

THE PARK, A Kansas Limited Partnership

Douglas L. Castleberry SELLER

Douglas L. Castleberry, General Partner

David L. Niedens BUYER

REAL ESTATE BROKER: CENTURY 21 Doug Castleberry & Associates

Phone 941-2237

By Harold A. Curry Agent

Always specify Lawyers Title Insurance Corporation for title evidence and closings.

GUARANTEE TITLE DIVISION



REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership and the Buyer, to-wit: Doug Castleberry Construction, Inc. and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following described real property in Sedgwick County, State of Kansas, to-wit: LOTS 1 & 2, BLOCK 6, THE PARK

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of (\$6,979.50) SIX THOUSAND NINE HUNDRED SEVENTY NINE & 50/100 Dollars in manner as follows, to-wit:

- \$6,979.50 Full Purchase Price
697.95 With this contract as earnest money
6,281.55 At closing and delivery of Warranty Deed

Buyer agrees to commence construction on the lot no later than 6 months after completion of street and utility service to said lot.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencumbered easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100% by Seller and 0% by Buyer.

4. \$ 697.95 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of does not apply

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given at closing. This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than all utilities and street is completed to said lot.

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. This contract is subject to recorded restrictive covenants & homeowners Association by-laws.

EXECUTED January 15, 1977. Copy of this contract received.

THE PARK, a Kansas Limited Partnership
Douglas L. Castleberry SELLER
Douglas L. Castleberry, General Partner
Doug Castleberry & Associates BUYER

REAL ESTATE BROKER: DOUG CASTLEBERRY & ASSOCIATES

Phone 943-2237 By Agent

Always specify Jayway Title Insurance Corporation for title evidence and closings. GUARANTEE TITLE DIVISION



REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership and the Buyer, to-wit: Walter L. Stauffer and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following described real property in Sedgewick County, State of Kansas, to-wit: 10 Lots from available unsold lots in common lot pool, including lots 67 thru 92, Block 5, and lots 3 thru 22, Block 6, THE PARK, an addition to the city of Wichita, Kansas.

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of SIXTY FOUR THOUSAND & 00/100 Dollars in manner as follows, to-wit: \$6,400.00 with this contract as earnest money. Actual contract purchase price will be determined by specific lot selected, and lot price schedule which is attached and hereby made a part of this contract. Buyer can select any lot that has not been previously selected and sold.

Some lots will require more expensive homes than others. A specific lot can be reserved for thirty days to give Buyer and Seller time to agree on plan design etc. If plan is not approved, the lot may be returned to the common lot pool. Plans and Specifications must be signed and approved by The Architectural Control Committee before construction is started.

Warranty deed will be delivered to Buyer upon payment of the balance of purchase price, together with interest, if any (based on lot price schedule attached).

Buyer agrees to commence construction on the lots no later than 180 days after completion of street and utility service to said lots.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstracter, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100% by Seller and \_\_\_\_\_% by Buyer.

4. \$6,400.00 EARNEST MONEY: Buyer hereby deposits with: Seller Six thousand four hundred and no/100 dollars. Earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of closing date. Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given at closing. This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than 180 days after completion of street and utilities to said lot.

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: This contract is subject to recorded covenants and Homeowners Association By-laws. If Buyer builds a speculative home on said lot, Buyer agrees to list the property exclusively with Doug Castleberry & Associates for a period extending to 90 days after carpet is laid.

EXECUTED 2-16, 1979. Copy of this contract received.

THE PARK, A Kansas Limited Partnership
Douglas L. Castleberry, General Partner
Walter L. Stauffer
BUYER

REAL ESTATE BROKER: CENTURY 21 Doug Castleberry & Associates

Phone 943-2237 By Agent

Always specify Investors Title Insurance Corporation for title evidence and closings. GUARANTEE TITLE DIVISION



DATE

July 20, 1979

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that THE PARK, a Kansas Limited Partnership the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) one certain sales agreements attached hereto for the property listed and described in Attachment 1 to this assignment and which is hereby incorporated into this assignment as if fully set out herein, together with the sum of Seven Thousand Nine Hundred Twenty and no/100 dollars (\$7,920.00 ), said sum being equal to ten (10) percent of the purchase price of the aforementioned sales agreement(s), all of which is given to secure the cost of installing certain petitioned public improvements.

The properties so assigned constitute Thirty Five + percent ( 35+ %) of the properties to be benefited by the following public improvements:

- Sewer Service to lots 20 thru 28 + 31 thru 50, Block 5 & Lots 22 thru 25, block 6
- Water Service to Lots 20 thru 50, Block 5 and Lots 22 thru 25, Block 6
- Street & drainage to Lots 20 thru 50, Block 5 and Lots 22 thru 25, Block 6

(list description of street, drainage, sewer and/or water improvements to be installed.)

It is requested that installation of said improvements be initiated in accordance with the City of Wichita Development Policy for Public Improvements.

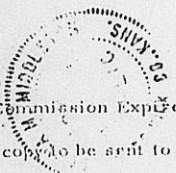


THE PARK, a Kansas Limited Partnership

*Marjorie L. Castleberry*  
General Partner

STATE OF KANSAS)SS  
SEDGWICK COUNTY)

Sworn to and subscribed before me this 20<sup>th</sup> day of July, 1979.



*Donna McHadden*  
Notary Public

My Commission Expires Nov. 3, 1979

(One copy to be sent to the Director of Economic Development of the City of Wichita).

LISTING OF SALES AGREEMENTS  
in THE PARK Subdivision

- a. Lots 23 thru 38, Block 5 74,497. Sq. Ft.  
b. Purchaser L. R. Johnson  
Address 555 W. Douglas, Wichita  
Telephone 263-7469  
c. Contract Sales Price \$79,200.00  
d. Down Payment Assigned \$7,920.00

PHASE III TOTAL \$7,920.

74,497. Sq. Ft.

- a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

- a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

- a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

- a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

- a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_



REAL ESTATE PURCHASE CONTRACT

PARTIES: The parties hereto are: The Seller, to-wit: THE PARK, a Kansas Limited Partnership  
and the Buyer, to-wit: L. R. Johnson Construction Company  
and they agree that:

1. PROPERTY SOLD: Seller shall sell and convey to Buyer by a general warranty deed the following described real property in Sedgewick County, State of Kansas, to-wit: Lots 20 thru 66, Block 5, THE PARK, an Addition to the City of Wichita, Kansas

2. CONSIDERATION AND PAYMENT: Buyer shall purchase and pay to seller consideration for the above described real property the amount of \$262,350.00 (\$4,950.00 per lot) Dollars  
in manner as follows, to-wit: \$26,235.00 with this contract as earnest money. Seller will deliver a deed to each lot on the payment of an additional \$2,500.00 per lot. Balance of purchase price on each lot will be paid by Buyer when the lot with improvements is sold. Buyer shall provide promissory notes covering balance due on any lots deeded and not paid in full. Interest will accrue and be payable on any balance due and unpaid after January 15, 1981 at the rate of 1% per month.

Buyer agrees to commence construction on a minimum of 16 of Lots 20 thru 50 no later than 180 days after completion of street and utility service to said lots.

Seller to pay 1979 Real Estate Taxes on all lots. Buyer to pay Real Estate Taxes and Special Assessments for 1980 and thereafter.

3. TITLE EVIDENCE: Seller agrees to furnish to Buyer title evidence covering the above-described real property, certified to date by a licensed abstractor, showing merchantable title vested in Seller subject to unencroached easements, standard restrictive covenants and the outstanding lien(s) shown above. Seller shall elect which form of title evidence shall be used and it shall be sent to Buyer for examination as expeditiously as possible and Seller shall have a reasonable time thereafter in which to correct any title defects.

The cost of title insurance, when used, shall be paid 100% by Seller and \_\_\_\_\_% by Buyer.

4. \$ 26,235.00 EARNEST MONEY: Buyer hereby deposits with: Seller

earnest money as a guarantee that the terms and conditions of this contract shall be fulfilled by Buyer. Said deposit to be applied on the purchase price upon closing. If the Buyer fails to fulfill his obligations hereunder, the aforementioned deposit shall become the property of the Seller and his agent, not as a penalty, but as liquidated damages; provided, however, that if Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer and this agreement shall be null and void.

5. PRORATIONS: All rentals, insurance, if policies acceptable to Buyer, and interest, if any, shall be adjusted and prorated as of See Paragraph 2 above

Taxes including any specials shall be prorated for calendar year on the basis of taxes levied or for prior year.

6. POSSESSION AND CLOSING: Possession shall be given on closing of each lot  
This contract shall be closed within a reasonable time after proof of merchantable title is submitted to Buyer and in any event no later than 180 days after completion of street and utilities (16 Lots)

7. MISCELLANEOUS: All prior representations and negotiations are merged into this contract.

8. OTHER CONDITIONS OF CONTRACT: Buyer agrees to list the homes built on said Lots exclusively with Century 21 Doug Castleberry & Associates for a period extending to 90 days after carpet is laid. In return Broker agrees to staff Buyers model home on a daily basis.

EXECUTED July 14, 1979 Copy of this contract received.

THE PARK, a Kansas Limited Partnership  
By *Doug Castleberry* SELLER General Partner BUYER

REAL ESTATE BROKER: CENTURY 21 Doug Castleberry & Associates  
Phone (316) 943-2237 By Arnold Steventon Agent

Always specify Jayvays Title Insurance Corporation for title evidence and closings.  
GUARANTEE TITLE DIVISION

