

BAUGHMAN CO.

S U R V E Y O R S

316/262-7271 • 330 LAURA • WICHITA, KANSAS 67211

**CONFIRMATION
MEMO**

PROJECT GLENEAGLES 2ND ADD

DATE 6 APR 79

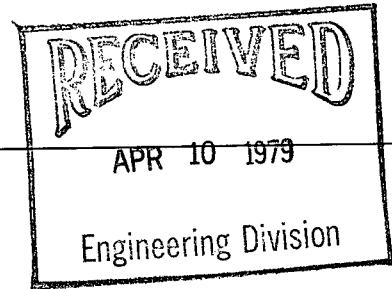
JOB NO. _____

COPIES TO:

TO DON SCHNEIDER

FROM MARK SAVOY

REFERENCE _____



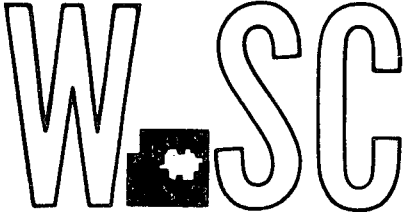
DON:

I HAVE REVISED SOME EASEMENTS ON THIS PLAT AND WANTED TO SEND YOU A COPY TO AID IN DRAWING UP THE SEWER PETITIONS.

IT IS MY UNDERSTANDING THAT A MINIMUM OF 10 FEET ADDITIONAL EASEMENT WILL BE GRANTED EAST OF AND ADJACENT TO THIS PLAT.

MARK

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

March 23, 1979

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 78-139 - Gleneagles 2nd Addition - Final plat

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, March 22, 1979, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. A 10-foot utility easement shall be indicated between Lots 11 and 12, Block 1 and a 20-foot easement along the east line of the plat.
- B. The applicant shall guarantee the paving of all streets.
- C. The applicant shall guarantee the extension of City water to serve each lot.
- D. The applicant shall guarantee the extension of sanitary sewer to serve each lot.
- E. Sidewalks are required adjacent to both sides of all streets. The applicant shall submit a document to be recorded with the Register of Deeds acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits.
- F. The applicant shall submit an "avigational easement" covering subject property and a "construction covenant" which provides that adequate precautions will be taken in the construction of all habitable structures to lessen the hazards from noise pollution.
- G. The applicant shall submit a covenant which shall assure that 4 off-street parking spaces will be provided on each lot which adjoins a 58 foot wide street. Said

Baughman Company
3-23-79
Page 2

covenant shall also state that parking will be permitted on only one side of each 58 foot street.

- H. The right-of-way for Second Street may be reduced to 33 feet.
- I. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, March 29, 1979, at 1:30 p.m. If you have any questions regarding this matter, please call.

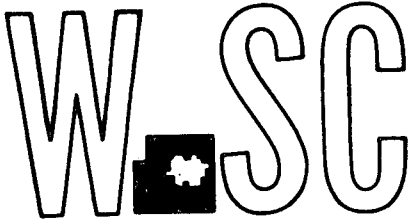
Sincerely,

CLN
Curtis L. Newby
Junior Planner

CLN:bh

cc: Gun Club Dev., Inc., 9100 W. Central, 67212
Dean Sellers, Assistant City Engineer

WICHITA — SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

January 2, 1979

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 78-139 - Final plat -Gleneagles 2nd Addition

Gentlemen:

At the December 28, 1978 Subdivision Committee meeting, the above-captioned plat was considered. It was the action of the Committee to defer this plat indefinitely until a drainage plan has been submitted and approved, necessary drainage easements and/or rights-of-way have been obtained, and a drainage improvement project has been authorized by the Board of City Commissioners. At such time as these requirements have been met, you may request the rescheduling of this final plat on the Subdivision Committee agenda.

Sincerely yours,

L.O.
Louise Olivarez
Junior Planner

LO:bh

cc: Gun Club Dev., Inc., 9100 W. Central, 67212
Dean Sellers, Assistant City Engineer

Storm Sewer 2nd

SCHOOLS

PUBLIC:
 Mary Benton Elementary Across Maple Street
 Wilbur Junior High Within Short Walking Distance
 Northwest High School - 1-1/2 Miles
 *Special education school to be constructed across 2nd Street.

PAROCHIAL:

St. Francis of Assisi Grade School - 1 Mile
 Bishop Carroll High School - 1/2 Mile

SHOPPING

Central Heights Mall - 1/2 Mile
 Westlink Shopping Center - 1 Mile
 Towne West - 2 Miles
 Twin Lakes Shopping Center - 4-1/2 Miles

RECREATION

Rolling Hills Country Club - 1 Mile
 Pawnee Prairie Municipal Golf Course and Riding Trails - 2 Miles
 Country Acres Park and Pool - 1/2 Mile
 Sedgwick County Park and Zoo - 2-1/2 Miles
 Proposed Quail Park - Adjoining Gleneagles to the North

CHURCHES

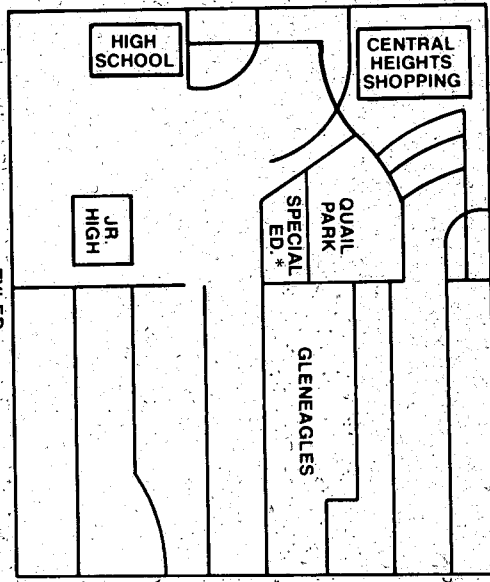
Virtually every denomination is represented within a 4 mile radius. There are some 26 churches in all.

OTHER FACILITIES

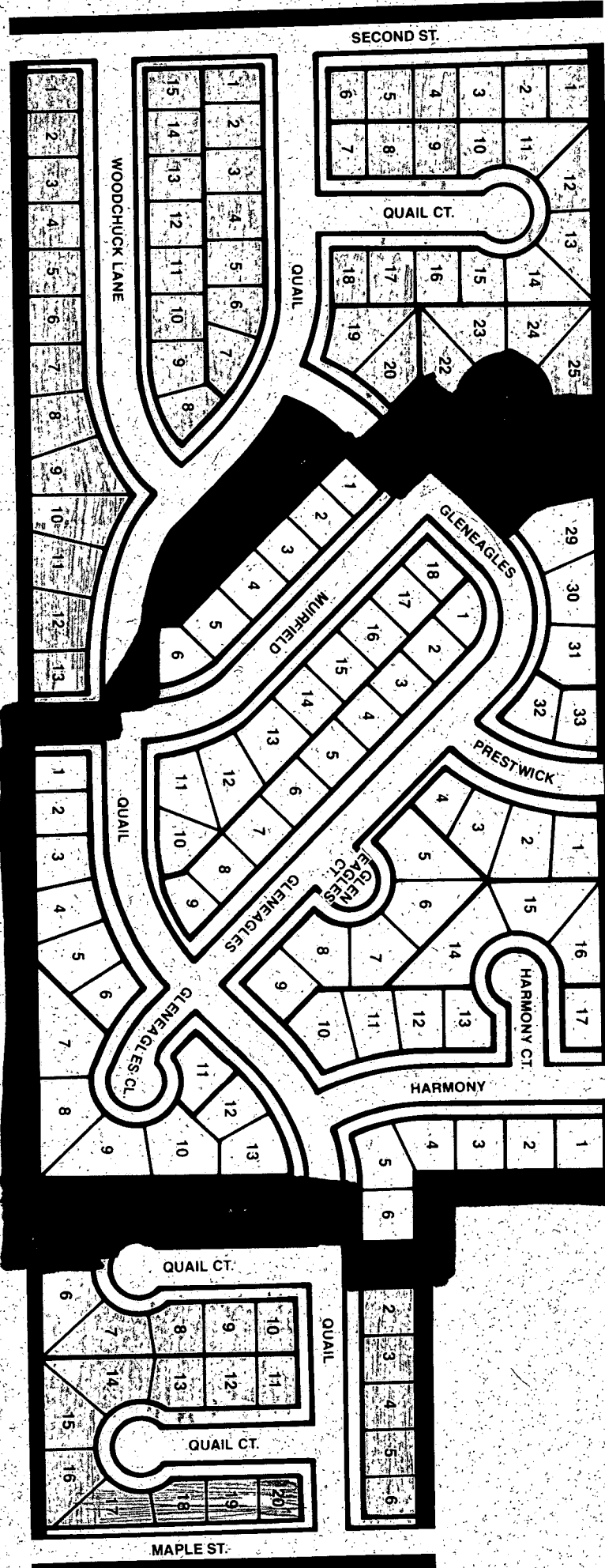
West Branch Library - 1/2 Miles
 City Fire Station - 2 Miles
 Downtown Business District - 9 Minutes

CHENNAPARK

PHASE 1

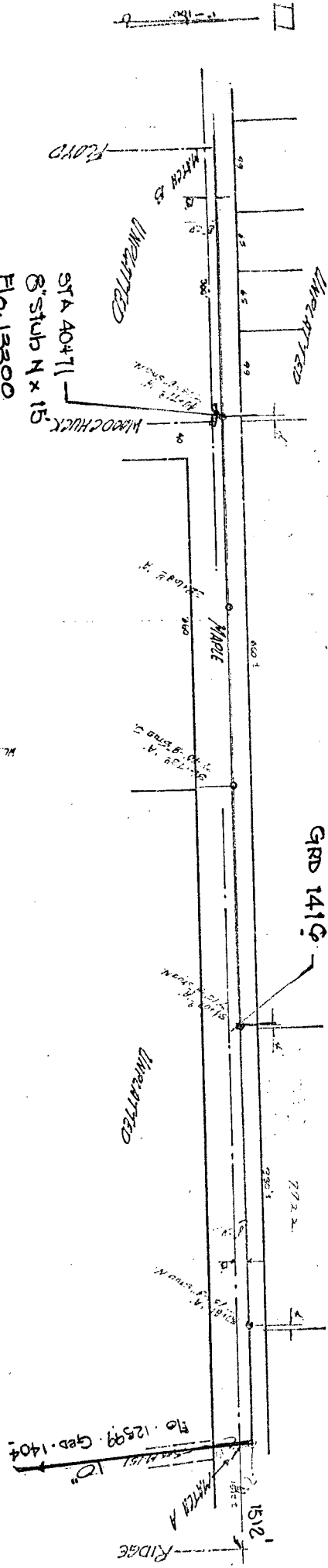


NEIGHBORHOOD RIDGE



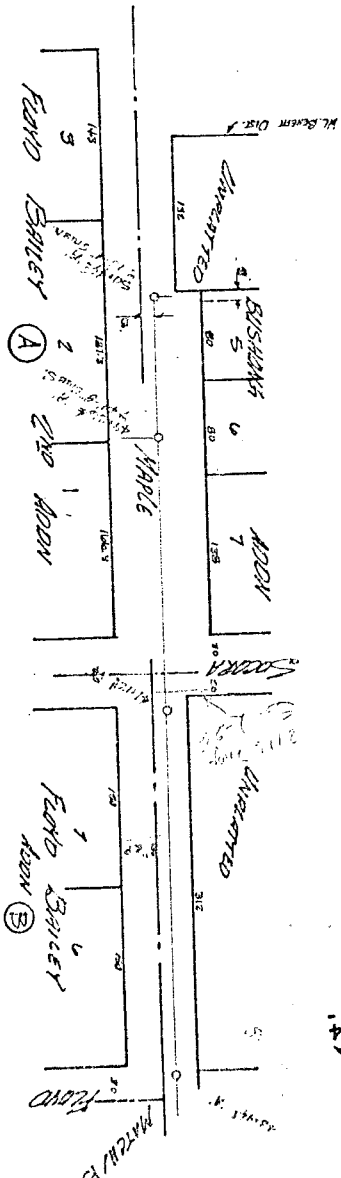
M-158

8" x 15" Stub N. 13140
E & W. 12842
GRD 1419

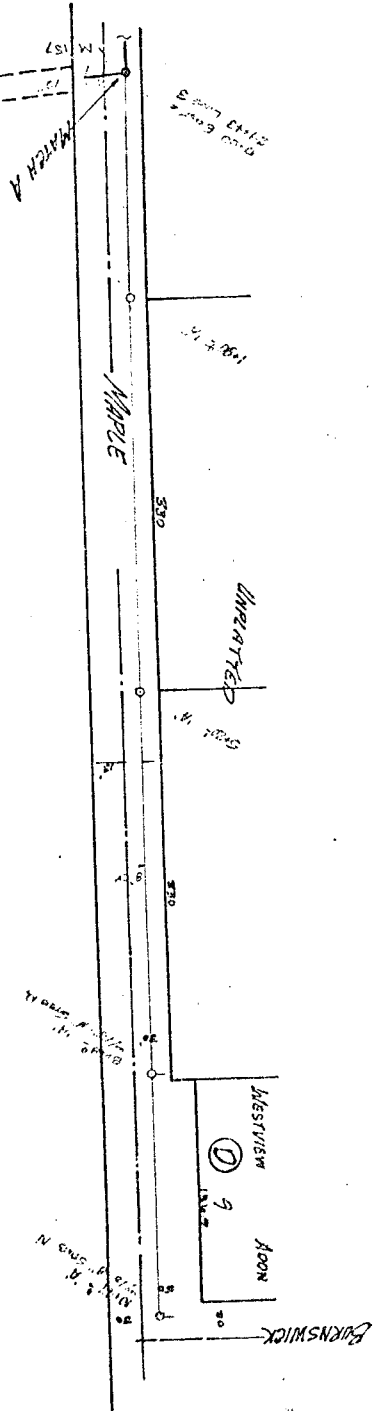


No. 8 I & W. 13040
12.9' DEEP

LINE 3



LINE 4



THE CITY OF WICHITA

OFFICE OF ENGINEERING

DATE DECEMBER 3, 1981

pad



TO PAUL B. GRAVES, CHIEF ENGINEER
STEVE LACKEY, PAVEMENT DESIGN ENGINEER
FROM R.W. BRUGGEMAN, DIRECTOR OF ENGINEERING/
CITY ENGINEER
SUBJECT GUARANTEE OF SPECIAL ASSESSMENTS

We have guarantee of special assessments on the following project:

472 76 245 81139 000 000 001 - Prestwick Circle from the
northeast line of Muir-
field to and including
Cul-de-sac

R.W. Bruggeman
R.W. Bruggeman
Director of Engineering/
City Engineer

MEL/dla

cc: Cindy Krenning

THE CITY OF WICHITA

OFFICE OF Industrial Development

DATE November 9, 1981

Office of the City Manager

END SH _____

PGI _____ DF _____

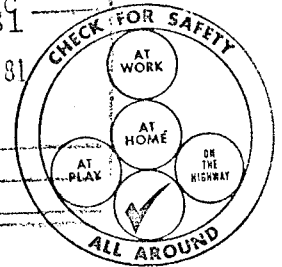
REC'D _____ MEC _____

NOV 10 1981

Copies To _____

Send To _____

File _____



TO E. H. Denton, City Manager

FROM Karl J. Kennedy, Industrial Analyst

SUBJECT Request for Initiation of
Public Improvements -
Gleneagles 2nd Addition

Mr. Mark Dotzour, developer of the Gleneagles 2nd Addition, has been working with various City of Wichita departments relative to the Development Policy for Public Improvements. As of October 30, 1981, all requirements have been satisfied under AR 31 Revised for submitting sales contracts as guarantees for development to initiate public improvements in the development project entitled Gleneagles 2nd Addition.

Mr. Dotzour has provided this office with the following documents:

1. As "Assignment of Sales Agreements" form assigning three certain Real Estate Purchase Contracts to the City of Wichita and listing the petitioned public improvement.
2. A "Listing of Sales Agreements" form listing three building lots pledged to the City.
3. Three "Real Estate Purchase Contracts" for three building lots which represents 37.5 percent of the properties benefitting from the petitioned public improvement.
4. A check payable to the City of Wichita in the amount of \$1,875.00 which represents 10 percent of the purchase price of the three lots pledged as security for the cost of the petitioned public improvement.

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 the public improvement for this project as set out in AR 31 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.

It is recommended that the petitioned public improvement be approved for installation.

Karl J. Kennedy

Karl J. Kennedy
Industrial Analyst

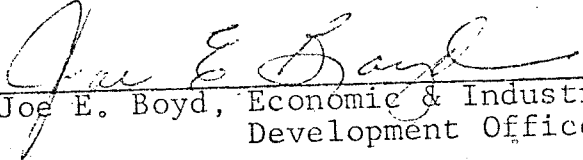
RECEIVED

DEC 2 1981

Dept. Of Engineering

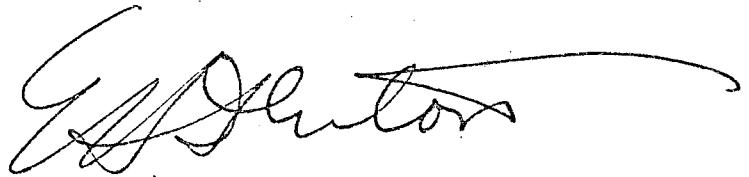
E. H. Denton, City Manager
Request for Initiation of Public Improvements - Gleneagles 2nd Addition
November 9, 1981
Page -2-

APPROVED:


Joe E. Boyd, Economic & Industrial
Development Officer

cc: Russell Brenner, Director of Administration
Robert Lakin, Director of Planning
Ray Bruggeman, Director of Engineering
Paul Graves, Chief Engineer
Mike Lindebak, Program Development Engineer
Don Gisick, City Clerk
Ralph Klose, City Treasurer

The Director of Engineering is hereby directed to proceed with the installation of the public improvement itemized for this project.

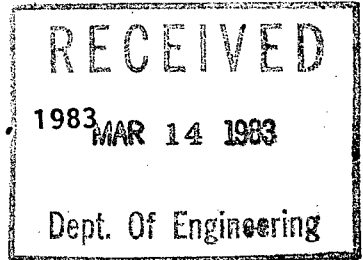


E. H. Denton
City Manager

KK/st

THE CITY OF WICHITA
OFFICE OF CITY MANAGER

DATE March 14, 1983



TO Administrators Addressed
FROM Robert G. Finch, Deputy City Manager

SUBJECT Request for Initiation of Public
Improvements -- Gleneagles
Second Addition, Phase II

You have been provided with a copy of Tom Powell's memorandum to me of March 10, 1983, in which he advises that the real estate purchase contract for guarantee of the subject public improvements does not provide assurance to the City that the property will be developed and special assessments will be paid as required by AR 31.

Because of this opinion, the City Manager's approval of the Gleneagles Second Addition, Phase II assignment of sale agreement, is null and void and Mr. Anderson is asked to retrieve and nullify all copies.

This matter will be considered further in the study of AR 31 which is currently being done by the Department of Housing and Economic Development.

A handwritten signature in dark ink, appearing to read "R. Finch". The signature is fluid and cursive, written over a horizontal line.

Robert G. Finch
Deputy City Manager

RGF/pd

cc: John Dekker, Director of Law
Russell L. Brenner, Director of Administration
Don E. Anderson, Director of Housing and Economic Development
R. W. Bruggeman, Director of Engineering
Robert A. Lakin, Director of Planning (w/a)
John Wynkoop, Director of Water and Water Pollution Control (w/a)

Handwritten initials in the bottom right corner, appearing to be "RMB" with a flourish above them.

THE CITY OF WICHITA

OFFICE OF Housing and Economic
Development

RECEIVED
MAR DATE 1983 February 23, 1983
Dept. Of Engineering

Office of the City Manager

| | |
|--|------------------------------|
| <input checked="" type="checkbox"/> EHD | <input type="checkbox"/> SH |
| <input type="checkbox"/> RC | <input type="checkbox"/> TR |
| <input type="checkbox"/> RT | <input type="checkbox"/> MEC |
| <input type="checkbox"/> Copies To _____ | |
| <input type="checkbox"/> Send To _____ | |
| <input type="checkbox"/> File _____ | |

TO E. H. Denton, City Manager

FROM Don E. Anderson, Director of Housing and Economic Development

SUBJECT Request for Initiation of
Public Improvements -
Gleneagles 2nd Addition,
Phase II

Mr. Robert L. Liebl, President of Blue Mountain Company, Inc., has been working with various City of Wichita departments relative to the Development Policy for Public Improvements. As of February 18, 1983, all requirements for guarantees through the utilization of sales contracts have been satisfied under AR31 Revised to initiate public improvements in the development project entitled Gleneagles 2nd Addition, Phase II.

Mr. Liebl has provided this office with the following documents:

1. An "Assignment of Sales Agreements" assigning one Real Estate Purchase Contract to the City of Wichita which lists the public improvements petitioned.
2. A "Listing of Sales Agreements" which list 24 lots sold and pledged to the City.
3. A "Real Estate Purchase Contract" for 24 lots. The 24 lots pledged to the City represents an average of 35 percent of the addition benefiting from the petitioned public improvements.
4. A check payable to the City of Wichita in the amount of \$12,750.00 which represents 10 percent of the purchase price of the 24 lots pledged to the City.

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 the petitioned public improvements for this project as set out in AR31 Revised. It is noted, however, that the engineering estimates of cost for the installation of the petitioned public improvements totals \$330,700. The sales price of the 24 lots assigned to the City is \$127,500. The sales price plus the 10 percent cash deposit totals \$140,250 which is 42.4 percent of the estimated costs of installing the petitioned public improvements.

WJ

E. H. Denton, City Manager
Request for Initiation of
Public Improvements -
Gleaneagles 2nd Addition, Phase II
February 23, 1983

To date, 15 lots have had construction started on them in Phase I of the addition. The Wichita Public Schools have submitted a letter supporting the petition for the installation of paving as it would facilitate the routing of buses through the addition. The Wichita Water Department has indicated that the installation of the water main would eliminate the need to shut off water to the addition at such time that the proposed 20-inch water main improvement in Maple Street is implemented.

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.

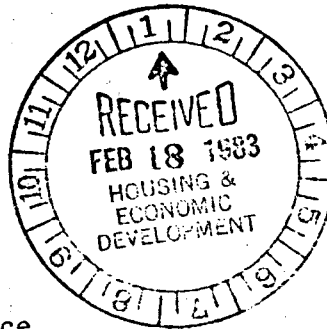

Don E. Anderson, Director
Housing & Economic Development

DEA:KK:sp
Attachments

cc: Russell Brenner, Director of Administration
Robert Lakin, Director of Planning
John Wynkoop, Director of Water & Water Pollution Control
Ray Bruggeman, Director of Engineering
Paul Graves, Chief Engineer, w/o attachments
Bill Otten, Chief Engineer, Water Engineering Division
Mike Lindebak, Program Development Engineer
Don Gisick, City Clerk
Ralph Klose, City Treasurer

The Director of Engineering 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



February 4, 1983

Industrial Development Office
City Hall - Eleventh Floor
455 N. Main St.
Wichita, Kansas 67202

Attention: Karl J. Kennedy
Industrial Analyst

Re: Paving of Gleneagles Ct.,
Woodchuck Lane, Gleneagles
Drive from 2nd Street to Prest-
wick and remainder of Murfield
and installation of water lines
benefiting 52 lots in Gleneagles
Second Addition

Dear Karl:

Pursuant to our previous conversations, we are submitting a sale agree-
ment on 19 lots and an assignment of sale agreement to the City of Wichita
to facilitate the installation of public improvements (paving of streets
and installation of water lines) on the remaining 52 lots in Gleneagles
Second Addition.

Presently, three houses are under construction and at least four more
are to begin construction this spring in Gleneagles Second Addition.
Our taxes are paid current and it is our assurance that they will continue
to be kept current.

If you have any questions, please contact us.

Respectfully submitted,

Robert L. Liebl, President
Blue Mountain Company, Inc.

or
Darryl Brown
3723 W. Douglas
67211

WICHITA PUBLIC SCHOOLS
SCHOOL SERVICE CENTER
3850 N. Hydraulic
WICHITA, KANSAS 67219

Division of School Plant Planning
and Operation Services
Pupil Transportation Department
(316) 832-1211, Ext. 310

November 1, 1982

Honorable City Commissioners
City of Wichita
455 N. Main
Wichita, Kansas 67202

Re: Development and Paving of Gleneagles Street from Maple to 2nd Street

Dear Commissioners:


We have been informed by Mr. Gordon Dotzour, of Dotzour Development Co., that consideration is being given to the development and paving of Gleneagles Street from Maple to 2nd Street.

Although the Board of Education will not be involved in paying for this development, this letter is being written to advise you that this improvement would aid the Board of Education and the pupils it serves in the following ways:

1. If sidewalks are included in the development, it will provide a safer walking path to and from Mary Benton Elementary School for pupils residing north of Maple and east of Woodchuck. This will be especially helpful when Maple is reconstructed and we are able to recommend to the Board that certain bus routes now serving Mary Benton be discontinued.
2. At the present time we are unable to route large buses onto Gleneagles because they cannot be turned around safely to get back onto Maple. This development will allow buses serving Northwest High School, and other schools, to be routed from Maple to 2nd on Gleneagles with stops that are safer and closer to the residences of the pupils.

Should you have further questions, please contact me.

Sincerely yours,


Paul E. Pritchard
Supervisor of Pupil Transportation

PEP:mb

cc: Dr. Alvin E. Morris
Dr. Richard L. Holstead
Dr. David McElhiney
Dr. Ralph Walker
Dr. John Gasper
Mr. George Doerksen

THE CITY OF WICHITA



WATER DEPARTMENT
ENGINEERING
CITY HALL — EIGHTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202

February 17, 1983

Karl Kennedy
Industrial Analyst
Housing and Economic
Development

Re: Water Main Construction in
Gleneagles 2nd Addition,
Phase II

Dear Karl,

This is in regard to the installation of water mains and appurtenances in Phase II of Gleneagles 2nd Addition.

Phase II of Gleneagles 2nd Addition is located south of Second Street and north of Phase I of Gleneagles 2nd Addition.

At this time, Gleneagles 2nd Addition, Phase I is fed only from the south by a section of 20-inch main in Maple. The 20-inch main in Maple is fed by a 12-inch main in Woodchuck south of Maple. Plans are being drawn which will extend the 20-inch main in Maple from Ridge Road to Wagon Wheel. When the proposed 20-inch main is tied into the existing 20-inch main feeding Gleneagles 2nd Addition, Phase I, the addition will be shut down during both "tie-in" and chlorination. The construction of water mains in Phase II of Gleneagles 2nd would provide feed from the north and eliminate the need to shut down Gleneagles 2nd Addition, Phase I.

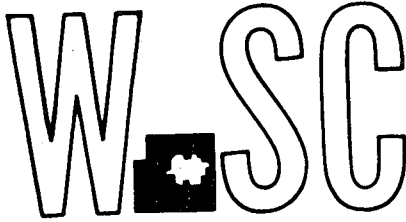
If you have any questions, please call me at centrex 4555.

Sincerely,

Robert A. Younkin, P.E.
Civil Engineer II

RAY/b

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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

March 18, 1983

Mr. Theron Fry
Martin, Pringle, Oliver, Triplett
and Wallace
300 Page Court
220 W. Douglas
Wichita, Kansas 67202

Re: DR 83-3 - Request for Street Name Change

Dear Mr. Fry:

On March 17, 1983, the Subdivision Committee of the Metropolitan Area Planning Commission reviewed your request to change the street name of Douglas, as platted in Gleneagles 2nd Addition, to Muirfield Terrace. The action of the Committee was to deny this request.

As suggested by the Engineering Department representative, you may wish to contact the City Engineer's office to discuss a possible address change for your home. Tim Cain is the person to contact regarding this matter. His phone number is 268-4601.

Another alternative suggested by the Subdivision Committee was that a street name change to Muirfield Court might be acceptable IF the street is terminated with a cul-de-sac at its east end. This would require that a revised final plat for the tract to the east be submitted by that property owner. A guarantee for constructing the cul-de-sac would be required.

If you have any questions regarding this action of the Subdivision Committee, please call me at 268-4421.

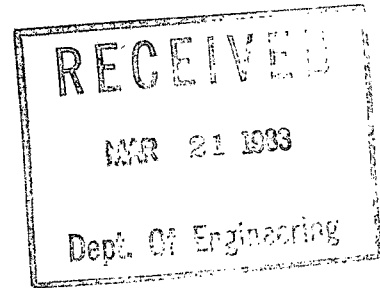
Sincerely,

A handwritten signature in cursive script, appearing to read 'L. Olivarez'.

Louise Olivarez
Senior Planner

LO:bh

cc: Mr. Gordon Dotzour, 110 N. Maize Rd., #19, 67212
* Mike Lindebak, City Engineering

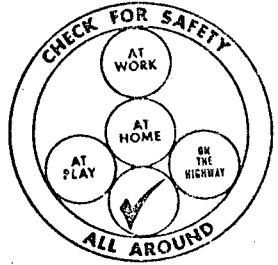


THE CITY OF WICHITA

OFFICE OF LAW DEPARTMENT

DATE March 10, 1983

[Handwritten signature]



TO Robert G. Finch, Deputy City Manager
FROM Thomas R. Powell, Senior Assistant City Attorney

SUBJECT Request for Initiation of Public Improvements -- Gleneagles 2nd Addition, Phase II

RECEIVED
MAR 11 1983
Dept. of Engineering

The attention of the Department of Law was drawn to the above-referenced matter by a memorandum from Russell Brenner to you wherein Mr. Brenner questions the validity of the real estate purchase contract that was pledged to the City as reasonable assurance in relation to a paving project within Gleneagles 2nd Addition.

In regard to the question raised by Mr. Brenner, the pertinent part of AR31-2 provides as follows:

"Assignment of sale agreement (substantially in the form attached hereto as Exhibit II) pledging to the City all rights under bona fide sale contracts, including a ten per cent (10%) down payment, and applying to at least 35% of the benefited property..."

The real estate purchase contract pledged to the City in this matter is between Blue Mountain Company, Inc., Robert L. Liebl, President; and Liebl and Brown, a partnership. As pointed out by Mr. Brenner, an arrangement where a corporation is selling land under a real estate purchase contract to its president raises a question as to whether the sales contract is "bona fide." It appears to me that, although not specifically set forth, the cited portion of AR31-2 contemplates an assignment to the City of sales contracts of individuals who are buying lots for purposes of constructing homes thereon. A contract for 24 lots between a corporation and its president does not provide reasonable assurance that a special assessment will be paid when due.

In addition, a review of the sales agreement assigned to the City, i.e., the agreement between Blue Mountain Company, Inc. and a partnership identified as Liebl and Brown, discloses that deeds to the lots were conveyed from the corporation to the partnership on February 4, 1983. The sales agreement provides no lien, mortgage, or right of foreclosure against the land purchased by the Buyer. The only obligation of the Buyer is to pay the Seller the balance due, \$114,750.00, on April 15, 1983, or when a second draw from the construction loan is made, whichever comes first. If payment is not made, the Seller (or the City who has

[Handwritten initials]
D.C.
R.M.E.

Robert G. Finch
March 10, 1983
Page 2

been assigned the Seller's rights in the agreement) has no right to foreclose on the real property previously conveyed to the Buyer.

Thus, the pledge of the sales agreement to the City amounts to a promise to pay by the partnership of Liebl and Brown and, other than this provision, the City has no assurance the property will be developed or that the special assessment, once improvements are constructed, will be paid. This does not comply with the spirit and intent of AR31-2.

Thomas R Powell

Thomas R. Powell
Senior Assistant City Attorney

TRP:cdh

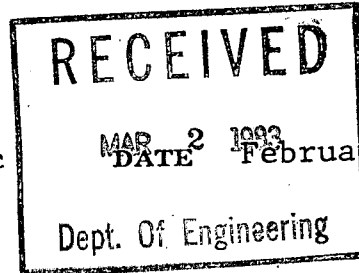
cc: John Dekker, Director of Law
Russell Brenner, Director of Administration
Don E. Anderson, Director of Housing & Economic Development
✓ R. E. Bruggeman, Director of Engineering
W

THE CITY OF WICHITA

OFFICE OF Housing and Economic Development

TO E. H. Denton, City Manager

FROM Don E. Anderson, Director of Housing and Economic Development



Office of the City Manager routing slip with checkboxes for EHD, SH, PC, TH, RT, MEC, Copies To, Send To, File.

SUBJECT Request for Initiation of Public Improvements - Gleneagles 2nd Addition, Phase II

Mr. Robert L. Liebl, President of Blue Mountain Company, Inc., has been working with various City of Wichita departments relative to the Development Policy for Public Improvements. As of February 18, 1983, all requirements for guarantees through the utilization of sales contracts have been satisfied under AR31 Revised to initiate public improvements in the development project entitled Gleneagles 2nd Addition, Phase II.

Mr. Liebl has provided this office with the following documents:

- 1. An "Assignment of Sales Agreements" assigning one Real Estate Purchase Contract to the City of Wichita which lists the public improvements petitioned.
2. A "Listing of Sales Agreements" which list 24 lots sold and pledged to the City.
3. A "Real Estate Purchase Contract" for 24 lots. The 24 lots pledged to the City represents an average of 35 percent of the addition benefiting from the petitioned public improvements.
4. A check payable to the City of Wichita in the amount of \$12,750.00 which represents 10 percent of the purchase price of the 24 lots pledged to the City.

The Department of Housing and Economic Development staff has reviewed the above listed documents and has verified the percentages as accurate calculations.

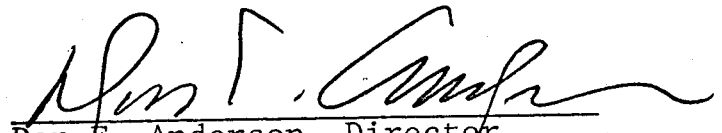
These submissions provide "reasonable assurances" that the City's credit will not be adversely affected by the installation and financing of the petitioned public improvements for this project as set out in AR31 Revised. It is noted, however, that the engineering estimates of cost for the installation of the petitioned public improvements totals \$330,700. The sales price of the 24 lots assigned to the City is \$127,500. The sales price plus the 10 percent cash deposit totals \$140,250 which is 42.4 percent of the estimated costs of installing the petitioned public improvements.

E. H. Denton, City Manager
Request for Initiation of
Public Improvements -
Gleaneagles 2nd Addition, Phase II
February 23, 1983

Page two

To date, 15 lots have had construction started on them in Phase I of the addition. The Wichita Public Schools have submitted a letter supporting the petition for the installation of paving as it would facilitate the routing of buses through the addition. The Wichita Water Department has indicated that the installation of the water main would eliminate the need to shut off water to the addition at such time that the proposed 20-inch water main improvement in Maple Street is implemented.

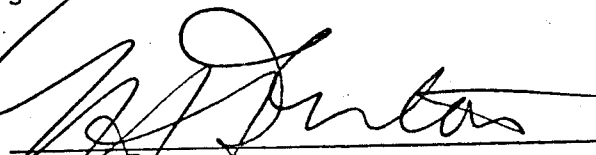
With a copy of this memorandum, the original of these documents is being forwarded to the City Clerk and the check is being forwarded to the City Treasurer for deposit in a trust account.


Don E. Anderson, Director
Housing & Economic Development

DEA:KK:sp
Attachments

cc: Russell Brenner, Director of Administration
Robert Lakin, Director of Planning
John Wynkoop, Director of Water & Water Pollution Control
Ray Bruggeman, Director of Engineering
Paul Graves, Chief Engineer, w/o attachments
Bill Otten, Chief Engineer, Water Engineering Division
Mike Lindebak, Program Development Engineer
Don Gisick, City Clerk
Ralph Klose, City Treasurer

The Director of Engineering 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

Resolutions

AFFIDAVIT OF PUBLICATION

Published in the Daily Record on July 20, 1979

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING OF GLENEAGLES DRIVE FROM THE NORTH LINE OF PRESTWICK TO THE SOUTH LINE OF SECOND; GLENEAGLES COURT FROM THE EAST LINE OF GLENEAGLES DRIVE TO AND INCLUDING CUL-DE-SAC; PRESTWICK FROM THE WEST LINE OF GLENEAGLES 2ND ADDITION TO THE WEST LINE OF GLENEAGLES DRIVE; PRESTWICK CIRCLE FROM THE EAST LINE OF MUIRFIELD TO AND INCLUDING CUL-DE-SAC; WOODCHUCK FROM THE WEST LINE OF GLENEAGLES DRIVE TO THE SOUTH LINE OF SECOND; MUIRFIELD FROM THE EAST LINE OF GLENEAGLES DRIVE TO THE NORTH LINE OF PRESTWICK 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 GLENEAGLES DRIVE FROM THE NORTH LINE OF PRESTWICK TO THE SOUTH LINE OF SECOND; GLENEAGLES COURT FROM THE EAST LINE OF GLENEAGLES DRIVE TO AND INCLUDING CUL-DE-SAC; PRESTWICK FROM THE WEST LINE OF GLENEAGLES 2ND ADDITION TO THE WEST LINE OF GLENEAGLES DRIVE; PRESTWICK CIRCLE FROM THE EAST LINE OF MUIRFIELD TO AND INCLUDING CUL-DE-SAC; WOODCHUCK FROM THE WEST LINE OF GLENEAGLES DRIVE TO THE SOUTH LINE OF SECOND; MUIRFIELD FROM THE EAST LINE OF GLENEAGLES DRIVE TO THE NORTH LINE OF PRESTWICK IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

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

That there be constructed pavement on Gleneagles Drive from the north line of Prestwick to the south line of Second. 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 asphaltic concrete 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.

That there be constructed pavement on Gleneagles Court from the east line of Gleneagles Drive to and including cul-de-sac.

That there be constructed pavement on Prestwick from the west line of Gleneagles 2nd Addition to the west line of Gleneagles Drive.

That there be constructed pavement on Prestwick Circle from the east line of Muirfield to and including cul-de-sac.

That there be constructed pavement on Woodchuck from the west line of Gleneagles Drive to the south line of Second.

That there be constructed pavement on Muirfield from the east line of Gleneagles Drive to the north line of Prestwick.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) 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 twenty-eight (28) feet; that said pavement shall consist of an asphaltic concrete 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.

Parking is prohibited on the east side of Woodchuck. Parking is prohibited on the west side of Muirfield. Parking is prohibited on the north side of Prestwick, Prestwick Circle, and Gleneagles Court.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be Two Hundred Thirty-Seven thousand Five Hundred Dollars (\$237,500.00) payable by the Improvement district and Sixteen Thousand Dollars (\$16,000.00) payable by the City of Wichita at large for intersections. Said estimated cost as above setforth is hereby increased at the pro-rata rate of 1% 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:

Lots 1 through 3 inclusive, Block 1, Lots 1 through 28 inclusive, Block 2, all lots Blocks 5, 7, and 8, all in

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 payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral as defined in City of Wichita Ordinance No. 35-570 under the criteria established for "hardship deferral".

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 setforth above is hereby established as authorized by K.S.A. 1974 Supp. 12-6a01 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 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 July, 1979.

TONY CASADO, Mayor

ATTEST (SEAL)

DONALD C. GISICK, City Clerk

STATE OF KANSAS,
COUNTY OF SEDGWICK, SS:
Catherine Blakely

, of lawful age

being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD, a newspaper printed and published in the State of Kansas, and of general circulation on a daily basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least fifty (50) times a year, and has been so published continuously and uninterruptedly 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 in 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 JUL 20 1979
- 2nd _____
- 3rd _____
- 4th _____
- 5th _____
- 6th _____

Catherine Blakely
Business Manager

Subscribed and sworn to before me this 23rd day of July 1979

Phillip R. ...
Notary Public

My commission expires **NOV 29 1981**

PUBLICATION FEES
\$ 28.70

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that Blue Mountain Company, Inc. 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 I to this assignment and which is hereby incorporated into this assignment as if fully set out herein, together with the sum of Twelve Thousand Seven Hundred and Fifty dollars (\$12,750.00), 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.

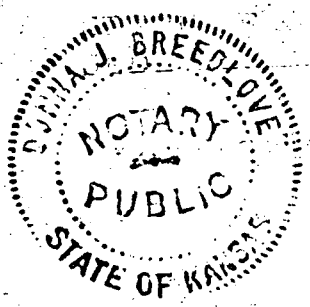
The properties so assigned constitute thirty six percent (36 %) of the properties to be benefitted by the following public improvements:

- Street paving and water lines, Lots 1,2,3,4,5,6,7,8,9,10,16,17,19,20 Block 6,
- Street paving and water lines, Lots 1,2,3,4,5,11,12,13,14,15 Block 7,
- all in Gleneagles Second Addition

(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.

Blue Mountain Company, Inc.
Robert L. Lieb



LISTING OF SALES AGREEMENTS
in Gleneagles Second Addition Subdivision

- a. Lots 1,2,3,4,5,11,12,13,14,15 (at \$5,500) Block 7
Lots 1,2,3,4,5,6,7,8,9,10,16,17 (at \$5,000 each) Block 6, Lots 19,20(at \$6,250 each) Block 6
- b. Purchaser Liebl and Brown, a partnership
Address 3703 W. Douglas, Wichita, KS 67213
Telephone (316) 942-1433
- c. Contract Sales Price \$127,500.00
- d. Down Payment Assigned \$12,750.00

- 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 _____

- a. Lot _____
- b. Purchaser _____
Address _____



REAL ESTATE PURCHASE CONTRACT



This Agreement, Made and entered into this 4th day of February, 1983,
 by and between BLUE MOUNTAIN COMPANY, INC.
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and _____
LIEBL AND BROWN, A PARTNERSHIP
 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 Sedgwick County, State of Kansas, to-wit:
Lots 1,2,3,4,5,6,7,8,9,10,16,17 (at \$5,000 each) Block 6,
Lots 19 and 20 (at \$6,250 each) Block 6,
Lots 1,2,3,4,5,11,12,13,14,15 (at \$5,500 each) Block 7,
Gleneagles Second Addition

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of (\$127,500.00) ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars in manner following, to-wit: \$12,750.00 to be paid in cash at closing. Balance of \$114,750.00 to be paid along with simple interest at 10% upon second draw from Construction Loan on the above described lots or April 15, 1985, whichever is the first to occur. It is acknowledged that this contract will be pledged to the City of Wichita as the guarantee used to initiate paving of streets and water line installation for the remaing lots in Gleneagles Second Addition.

3. The form of Title Evidence shall be at the sole election of the Seller, but shall consist of either an Abstract of Title certified to current date or an owner's Policy of Title Insurance, to the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions and special assessments now of record and to be made of record in the future.

The Title Evidence shall be sent to Buyer 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 Blue Mountain Company, Inc. the sum of (\$12,750.00) TWELVE THOUSAND SEVEN HUNDRED FIFTY AND NO/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 obligations 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 date 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

AFFIDAVIT OF PUBLICATION

Resolutions

(P89996 Published in The Daily Record, July 12, 1979)11
RESOLUTION

A RESOLUTION OF FINDINGS AS TO THE ADVISABILITY AND A RESOLUTION AUTHORIZING CONSTRUCTION AND ORDERING AND DIRECTING UNDER AND PURSUANT TO K.S.A. 12-6a. AN IMPROVEMENT CONSISTING OF A WATERWORKS SYSTEM TO MAKE WATER AND WATER SERVICE AVAILABLE TO THE PROPERTY ADJACENT TO GLENEAGLES DR. FROM PRESTWICK TO 2ND ST., 2ND ST. FROM WOODCHUCK TO 486 FT. E. OF GLENEAGLES DR., GLENEAGLES CT., AND WOODCHUCK LN., IN PHASE 2 OF GLENEAGLES 2ND ADDITION.

PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

WHEREAS, a petition was filed with the City Clerk on the 1st day of June, 1979, and WHEREAS, the following findings as to the advisability of an improvement under and pursuant to K.S.A. 12-6a, are hereby made to make water and water service available to the property adjacent to Gleneagles Dr. from Prestwick to 2nd St., 2nd St. from Woodchuck to 486 Ft. E. of Gleneagles Dr., Gleneagles Ct., and Woodchuck Ln. in Phase 2 of Gleneagles 2nd Addition.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING WATER AND WATER SERVICE FACILITIES TO THE AFOREMENTIONED AREA BY THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE, TO-WIT:

SECTION I. That it is necessary and in the public interest to make an improvement consisting of such mains, pipes, valves, hydrants, meters and appurtenances as are requisite to make water and water service available to the property adjacent to Gleneagles Dr. from Prestwick to 2nd St., 2nd St. from Woodchuck to 486 ft. E. of Gleneagles Dr., Gleneagles Ct., and Woodchuck Ln., in Phase 2 of Gleneagles 2nd Addition.

SECTION II. That the estimated or probable cost of the foregoing improvement is \$93,200.00. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1% per month from and after May 1, 1979.

SECTION III. That the Governing Body hereby further finds and finally determines that the boundaries of the improvement district against which a portion of the costs of said improvement shall be assessed are hereby established and fixed as the following legal description:

In the SE 1/4 of Section 21, Township 27 S., Range 1W, of the 6th P.M., in the proposed Gleneagles 2nd Addition to Wichita, Sedgwick County, Kansas; Lots 7 thru 11 of Block 5; Lots 1 thru 20 of Block 6; and all of Blocks 7 and 8.

In the NE 1/4 of said Section 21, in the Special Ed Addition, the following tract of land; beginning at the SE corner of said Addition, thence N. 150 ft., W. 325 ft., S. 50.28 ft., W. 150 ft. to Woodchuck Ln., thence along the east line of Woodchuck to the N. Line of 2nd St. and along the N. line of 2nd St. to the beginning. Also, a tract of land described as beginning at the SE corner of above said Addition, thence N. 150 ft., E 479 ft., S. 150 ft., and W. 479 ft. to the beginning.

SECTION IV. The improvement district's portion of the cost shall be assessed as follows: each lot in the proposed Gleneagles 2nd Addition which is in the district shall be assessed one equal share; that portion of the Special Ed Addition which is in the district shall be assessed 6 equal shares; and the tract of land lying north of Gleneagles 2nd Addition and east of Special Ed Addition shall be assessed 7 equal shares; and so assessed as a special benefit.

That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral as defined in the City of Wichita Ordinance No. 35-570 under the criteria established for "hardship deferral."

SECTION V. The share of the total actual costs of the improvement so to be assessed against the improvement district shall be seventy and twenty-eight hundredths percent (70.28%) thereof and the share of costs to be borne by the City at large shall be twenty-nine and seventy-two hundredths percent (29.72%) thereof.

SECTION VI. That the Chief Engineer, Water Engineering of the Water Department of the City of Wichita, Kansas, be and is hereby appointed and authorized to prepare under oath a detailed estimate of the

STATE OF KANSAS,
COUNTY OF SEDGWICK, SS:

Catherine Voncannon, of lawful age

being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD, a newspaper printed and published in the State of Kansas, and of general circulation on a daily basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least fifty (50) times a year, and has been so published continuously and uninterruptedly 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 in 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 1 consecutive time as follows:

JUL 12 1979

- 1st _____
- 2nd _____
- 3rd _____
- 4th _____
- 5th _____
- 6th _____

Catherine Voncannon
Business Manager

Subscribed and sworn to before me this 13th day of July 1979

[Signature]
Notary Public

My commission expires NOV 29 1981

PUBLICATION FEES

No Charge

DATE October 26, 1981

| | |
|-------------------------------|-------|
| ROUTING: | |
| <input type="checkbox"/> JB | _____ |
| <input type="checkbox"/> KK | _____ |
| <input type="checkbox"/> LT | _____ |
| OCT 26 1981 | |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> FILE | _____ |

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that Gleneagles Development, Inc. the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) three 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 eight hundred and seventy-five dollars (\$ 1,875.00), 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-seven percent (37 %) of the properties to be benefitted by the following public improvements:

1. Street paving
-
-
-
-
-
-
-
-
-
-

(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.

Gleneagles Development, Inc.

by: Mark G. Dotzour
Mark G. Dotzour, President

LISTING OF SALES AGREEMENTS
in Gleneagles Second Addition Subdivision

a. Lot 24, Block 6, Gleneagles Second Addition
b. Purchaser Dotzour Inc.
Address 9100 W. Central Wichita, Kansas 67212
Telephone 722-2345
c. Contract Sales Price \$6,250
d. Down Payment Assigned \$625.00

a. Lot 25, Block 6, Gleneagles Second Addn.
b. Purchaser Dotzour Inc.
Address 9100 W. Central Wichita, Kansas 67212
Telephone 722-2345
c. Contract Sales Price \$6,250
d. Down Payment Assigned \$625.00

a. Lot 26, Block 6, Gleneagles Second Addition
b. Purchaser Dotzour Inc.
Address 9100 W. Central Wichita, Kansas 67212
Telephone 722-2345
c. Contract Sales Price \$6,250
d. Down Payment Assigned \$625.00

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 _____

REAL ESTATE PURCHASE CONTRACT



This Agreement, Made and entered into this 25th day of October, 1981,
by and between Gleneagles Development, Inc.
party of the First Part, hereinafter referred to as "Seller," whether one or more, and _____
Dotzour, Inc.
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 Sedgwick County, State of Kansas, to-wit:
Lot 24, Block 6, Gleneagles Second Addition to Wichita, Kansas.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of (\$6,250.)
Six thousand two hundred and fifty ----- Dollars
in manner following, to-wit: \$1,250 to be paid in cash at closing. Balance of \$5,000.
to be paid along with simple interest of 11% upon second draw from construction
loan on the above described lot or April 15, 1985 whichever is the first to
occur.

It is acknowledged that this contract will be pledged to the City of Wichita as
guarantee to initiate installation of City utilities.

3. The form of Title Evidence shall be at the sole election of the Seller, but shall consist of either an Abstract of Title certified to current date or an owner's Policy of Title Insurance, to the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions and special assessments now
of record and to be made of record in the future.

The Title Evidence shall be sent to Buyer
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 Gleneagles Development, Inc.
the sum of (\$625.00) Six hundred and twenty-five ----- 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 obligations 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 date 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

REAL ESTATE PURCHASE CONTRACT



This Agreement, Made and entered into this 25th day of October, 1981,
by and between Gleneagles Development, Inc.
party of the First Part, hereinafter referred to as "Seller," whether one or more, and _____
Dotzour, Inc.
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, State of Kansas, to-wit:
Lot 25, Block 6, Gleneagles Second Addition to Wichita, Kansas.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of (\$6,250.)
Six thousand two hundred and fifty Dollars
in manner following, to-wit: \$1,250 to be paid in cash at closing. Balance of \$5,000.
to be paid along with simple interest of 11% upon second draw from construction
loan on the above described lot or April 15, 1985 whichever is the first to
occur.

It is acknowledged that this contract will be pledged to the City of Wichita as
guarantee to initiate installation of City utilities.

3. The form of Title Evidence shall be at the sole election of the Seller, but shall consist of either an Abstract of Title certified to current date or an owner's Policy of Title Insurance, to the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions and special assessments now
of record and to be made of record in the future.

The Title Evidence shall be sent to Buyer
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 Gleneagles Development, Inc.
the sum of (\$625.00) Six hundred and twenty-five 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 obligations 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 date 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.

REAL ESTATE PURCHASE CONTRACT



This Agreement, Made and entered into this 25th day of October, 1981,
by and between Gleneagles Development, Inc.
party of the First Part, hereinafter referred to as "Seller," whether one or more, and _____
Dotzour, Inc.
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 Sedgwick County, State of Kansas, to-wit:
Lot 26, Block 6, Gleneagles Second Addition to Wichita, Kansas.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of (\$6,250.)
Six thousand two hundred and fifty ----- Dollars
in manner following, to-wit: \$1,250 to be paid in cash at closing. Balance of \$5,000.
to be paid along with simple interest of 11% upon second draw from construction
loan on the above described lot or April 15, 1985 whichever is the first to
occur.

It is acknowledged that this contract will be pledged to the City of Wichita as
guarantee to initiate installation of City utilities.

3. The form of Title Evidence shall be at the sole election of the Seller, but shall consist of either an Abstract of Title certified to current date or an owner's Policy of Title Insurance, to the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions and special assessments now
of record and to be made of record in the future.

The Title Evidence shall be sent to Buyer
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.

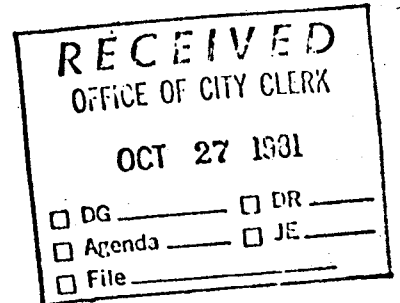
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. The Buyer agrees to and does hereby deposit with Gleneagles Development, Inc.
the sum of (\$625.00) Six hundred and twenty-five 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 obligations 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 date 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.

ASPHALTIC CONCRETE
PAVING PETITION



To the Board of Commissioners
Wichita, Kansas

Dear Commissioners:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 21 through 28, inclusive, Block 6, Glen Eagles 2nd Addition.

- (a) That there be constructed pavement on Prestwick Circle from the northeast line of Muirfield to and including cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of 24 feet from gutter line to gutter line, cement combined curb and gutter to be 2 feet and 6 inches in width, making a total roadway of 28 feet; that said pavement shall consist of an asphaltic concrete base and an asphaltic concrete wearing surface, composed of stone, sand, mineral filler and asphalt according to Ordinance No. 36-572 with plans and specifications to be furnished by the City Engineer.

- (b) That the estimated and probable cost of the foregoing improvement being thirty-seven thousand dollars (\$37,000.00) with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro-rata rate of 1½ percent per month from and after October 1, 1981.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total cost of the improvements for which the improvement district is liable.
- (d) That the method of assessment of all costs for the improvements for which the improvement district shall be liable shall be on a fractional basis. Lots 21 through 28, inclusive Block 6, Gleneagles 2nd Addition shall each pay 1/8 of the total cost payable by the improvement district except when sidewalk is constructed adjacent to a particular tract, lot or parcel, or when driveways are requested to serve a particular tract, lot or parcel, the cost of said sidewalk or driveway shall be a direct assessment to said tract, lot or parcel and shall be in addition to the assessment for other improvements. The cost of sidewalk constructed adjacent to the reserve areas will be assessed to the entire improvement district with the method of assessment being as setforth above. 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.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body shall be empowered in the manner provided by statute to the end that the

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-----------------------------------|--|---------|
| GLEN EAGLES 2ND ADDITION, BLOCK 6 | GLEN EAGLES DEVELOPMENT, INC. By: <i>Mark S. [Signature]</i> PRESIDENT | 10/9/81 |
| Lot 24 | | |
| Lot 25 | | |
| Lot 26 | | |
| Lot 27 | | |
| Lot 28 | | |

OWNERSHIP LIST

| <u>Lot</u> | <u>Block</u> | <u>Addition</u> | <u>Property Owner</u> |
|---|--------------|----------------------------|--|
| 21 thru 28, odd & even inclusive | 6 | Gleneagles 2nd Addition | Gun Club Development Inc., Now Known as Gleneagles Development Inc., 9100 W. Central, 67212 |

We hereby certify the foregoing to be a true and correct list of the property owners of

Lots 21 through 28, Block 6, Gleneagles
Second Addition, Wichita, Sedgwick County,
Kansas

as shown by the last deed of record on file in the Office of the Register of Deeds of Sedgwick County, Kansas, on the 10th day of September, 1981, at 7:00 A.M.

THE SECURITY ABSTRACT & TITLE CO. INC.

By

Mary Gable
Vice-President

SUBDIVISION REPORT

S/D NO. 78-139 Name Gleneages 2nd Addition
Date Application Rec'd. 12-18-78 Preliminary Approval _____
Scheduled S/D Meeting 12-28-78

DESCRIPTION

General Location Between Maple and 2nd Street, in an area west of Ridge Road.

Owner Gun Club Development, Inc.
Surveyor/Engineer Baughman Company
Address 330 Laura, Wichita, Kansas 67211 Phone 262-7271

- | | |
|---|-------------------------------------|
| 1. Gross Acreage of Plat <u>45</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>64</u> R/W <u>2282.46</u> ft. |
| Residential <u>126</u> | b. <u>58</u> R/W <u>4542.29</u> ft. |
| Commercial _____ | c. _____ R/W <u>989.16</u> ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>126</u> | TOTAL _____ ft. |
| 3. Minimum Lot Frontage <u>60</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>9600</u> ft. | streets? <u>yes</u> <u>no</u> |
| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____ | |

STAFF COMMENTS:

- A. This final plat is the balance of a previously approved preliminary plat called Gleneages Addition.
- B. On the preliminary plat of Gleneages Addition, there were extensive drainage problems requiring acquisition of drainage easements and rights-of-way from landowners to the east of subject property. As a result, only the southernmost portion of the plat was finalized and recorded. The applicant shall, therefore, be prepared to discuss the drainage problems involving this plat at the Subdivision Committee meeting. If the necessary easements and rights-of-way have not already been acquired, or if a drainage project to include acquisition of said easements and rights-of-way has not been authorized by the governing body, it is recommended that the final plat be deferred.
- C. The applicant shall guarantee the paving of all streets.
- D. The applicant shall guarantee the extension of City water to serve each lot.
- E. The applicant shall guarantee the extension of sanitary sewer to serve each lot.

EASEMENT

THIS EASEMENT made this 11th day of June,
1979, by and between Raymond I. Adams and Ruth Adams Clark
of the first part and the City of Wichita, of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer and all other public utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

The West twenty (20) feet of the East Half of the East Half of the West Half of the Southeast Quarter, except the South eight (8) acres thereof, all in Section 21, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer and all other public utilities.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

Raymond I. Adams
Ruth Adams Clark

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Be it remembered that on this 11th day of June, 1979, before me, a notary public in and for said County and State, came Raymond I. Adams and Ruth Adams Clark to me personally known to be the same person(s) who executed the

EASEMENT

THIS EASEMENT made this 12th day of June
19 79, by and between G. Gordon Dotzour
of the first part and the City of Wichita, of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer and all other public utilities, over, along and under the following real estate situated in Sedgwick County, Kansas, to wit:

The West twenty (20) feet of the South eight (8) acres
of the East Half of the East Half of the West Half of
of the Southeast Quarter, in Section 21, Township 27
South, Range 1 West of the 6th P.M., Sedgwick County,
Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer and all other public utilities.

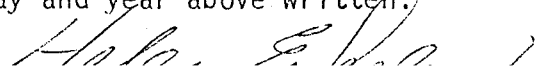
IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.



STATE OF KANSAS
SEDGWICK COUNTY SS

Be it remembered that on this 12th day of June
19 79, before me, a notary public in and for said County and State, came

G. Gordon Dotzour to me personally known to be
the same person (s) who executed the foregoing instrument of writing and
duly acknowledged the execution of same. In testimony whereof I have here-
unto set my hand and affixed my notarial seal the day and year above written.



001200K

DRAINAGE EASEMENT

THIS EASEMENT made this 29th day of March, 1979,

by and between G. Gordon Dotzour and Betty Jo Dotzour, his wife,

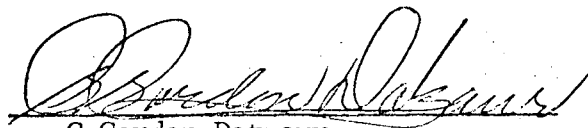
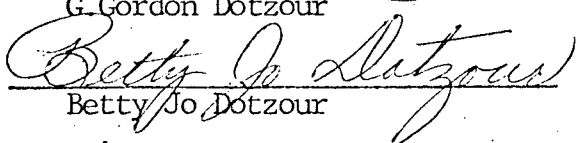
of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first parties, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing drainage system according to the plans and specifications now on file in the office of the City Engineer of the City of Wichita, Kansas, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A strip of land 20 in width described as commencing at the S.E. Corner of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 21, Twp. 27-S, R-1-W; thence north along the east line of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of said SE $\frac{1}{4}$, 784.51 feet for a place of beginning; thence continuing north along said east line, 20 feet; thence west parallel with the south line of said SE $\frac{1}{4}$, 329.61 feet to a point on the west line of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of said SE $\frac{1}{4}$; thence south along said west line, 20 feet; thence east 329.60 feet to the place of beginning.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such drainage system.

IN WITNESS WHEREOF: The said first parties have signed these presents the day and year first written.


G. Gordon Dotzour

Betty Jo Dotzour

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid G. Gordon Dotzour and Betty Jo Dotzour, his wife,