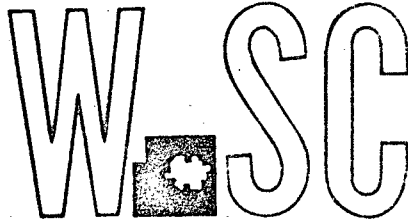


WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

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



July 20, 1984

Bill G. Yung Design
8225 East 35th Street North
Wichita, Kansas 67226

Re: 84-72 Preliminary plat of Oak Cliff 3rd Addition

Dear Mr. Yung:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, July 19, 1984, 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. The applicant shall guarantee the extension of sanitary sewer to serve each lot being platted.
- B. The applicant shall guarantee the extension of municipal water to serve each lot being platted.
- C. The applicant shall guarantee the paving of the proposed interior streets, including necessary storm sewers.
- D. The applicant shall guarantee the construction of sidewalks on both sides of Douglas, Karren, 1st Street and Parkdale (collector street system). It is recommended that the petition for the paving of Prescott provide for a sidewalk on the west side of that street. This would connect the collector sidewalk with the future arterial sidewalk.
- E. The applicant shall submit a covenant which provides for four off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street.
- F. On the final plat, the plattor's text shall specify the purposes of the reserves and who is to own and maintain them.
- G. Provision shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot-owners' association prior to recording the plat or shall submit a covenant stating when the associa-

tion will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.

- H. The guarantee for the paving of Mars, O'Neil, Mesa and Maribeu shall provide for a pavement width of 25 feet (back of curb to back of curb).
- I. The guarantee for the paving of Lark and the narrow streets adjacent to Blocks 9 through 12 shall provide for a pavement width of 29 feet (back of curb to back of curb).
- J. Regarding those streets which are being platted with the adjacent "15-foot street, drainage and utility easement", a restrictive covenant shall be submitted which calls out restrictions for lot-owner use of these easements. Retaining walls and change of grade shall be prohibited within these easements as well as fences, earth berms and mass plantings. Any planting proposed within this easement shall be reviewed by the City Forestry Division prior to installation.
- K. Since this plat is vacating the lots, blocks, streets, and easements platted in Oak Cliff Estates, the engineer's text shall make appropriate reference to K.S.A. 12-512(b).
- L. On the final plat, an appropriate radius shall be provided at the corners of the "15-foot street, drainage and utility easement" so as to provide a full 15 feet of easement from the adjacent street right-of-way line.
- M. On the final plat, the easement on Lot 8, Block 9 shall be more clearly labeled and dimensioned.
- N. On the final plat, the "15-foot street, drainage and utility easement" on Lots 1, 2 and 18, Block 10 and on Lot 15, Block 12 shall be labeled.
- O. Prior to, or at the time of submitting the final plat, the applicant shall submit a drainage plan to City Engineering for review and approval. The applicant shall guarantee those drainage improvements required by the drainage plan.
- P. Prior to submitting a final plat, the applicant shall meet with the Planning and Fire Departments in order to arrive at acceptable street names for the narrow streets adjacent to Blocks 9 through 12.
- R. The final plat shall indicate the utility easements requested by K.G. & E. which are indicated on the engineer's "marked" copy of the preliminary plat.

- S. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the Sub-division Regulations.
- T. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

If you should have any questions, please call.

Sincerely,

FLN

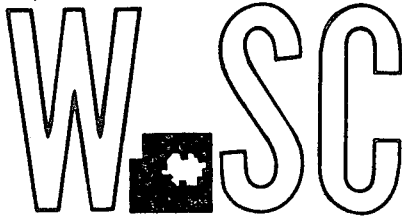
Forrest L. Nagley
Senior Planner

FLN:bh

cc: Inland Investment Company, 10200 W. Central, 67212
X Mike Lindebak, City Engineer

Gary Wiley, P.E.C., P.A., 1440 E. English, 67211

WICHITA — SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

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



August 31, 1984

Professional Engineering Consultants, P.A.
1440 E. English
Wichita, Ks. 67211

Re: S/D 84-72 - Final plat of Oak Cliff Estates 3rd Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, August 30, 1984, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. The applicant shall guarantee the extension of sanitary sewer to serve each lot being platted.
- B. The applicant shall guarantee the extension of municipal water to serve each lot being platted.
- C. The applicant shall guarantee the paving of the proposed interior streets, including necessary storm sewers.
- D. The applicant shall guarantee the construction of sidewalks on both sides of Douglas, Karren, 1st Street and Parkdale (collector street system).
- E. The applicant shall submit a covenant which provides for four off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street, or street pavement width of 29 feet or less.
- F. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot-owners' association prior to recording the plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.
- G. The guarantee for the paving of Mars, O'Neil, Mesa and Maribeau shall provide for a pavement width of 25 feet (back of curb to back of curb).

- H. The guarantee for the paving of Lark and the narrow streets adjacent to Block 9 through 12 shall provide for a pavement width of 29 feet (back of curb to back of curb).
- I. Regarding those streets which are being platted with the adjacent "15-foot street, drainage and utility easement", a restrictive covenant shall be submitted which calls out restrictions for lot-owner use of these easements. Retaining walls and change of grade shall be prohibited within these easements as well as fences, earth berms and mass plantings. Any planting within this easement shall be reviewed by the City Forestry Division prior to installation.
- J. The minimum building pads required with the platting of this property shall be specified on the face of the plat as well as in the plat's text.
- K. Unless the purposes of Reserves F, G, H, and J are amended for "street" in addition to "drainage and utilities", the final plat tracing shall indicate the platting of the 15-foot street, drainage and utility easement within these Reserves.
- L. On the final plat tracing, the 15-foot street, drainage and utility easement adjacent to Mesa shall be labeled on Lots 1 and 18, Block 10 and Lot 15, Block 12.
- M. The final plat tracing shall specify the purpose of Reserve C. Since this Reserve is for purposes of a wall, it shall not be referenced as being for drainage and utilities.
- N. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- O. The applicant's drainage plan has been approved subject to the submission of additional information and calculations. Once all required information has been submitted, the applicant shall obtain a memo from City Engineering which states no further drainage information is required. This memo shall be provided to the Planning Department prior to or at the time this plat is scheduled for City Commission review.
- P. Closure computations shall be submitted with the final plat tracing.
- Q. 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. The certificate will be required if petitions are submitted. Forms for the bond and irrevocable letter of credit are available from this office.

P.E.C., P.A.
August 31, 1984
Page 3

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, September 6, 1984, at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,


Forrest L. Nagley
Senior Planner

FLN:bh

cc: Inland Investment Co., 10300 W. Central, 67212
Bill G. Yung Design, 8225 E. 35th St. No., 67226
X Mike Lindebak, City Engineer

THE CITY OF WICHITA

OFFICE OF City Engineer

DATE October 22, 1984

TO Forrest Nagley, Senior Planner

FROM Chris Breitenstein, Civil Engineer III

SUBJECT Oak Cliff Estates 3rd Addition

The drainage plan for Oak Cliff Estates 3rd Addition
is approved.


Chris Breitenstein
Civil Engineer III

CB:gr



MEMO

TO: Chris Breitenstein

PROJECT NO. _____

PROJECT: _____

COPIES TO:

ATTN: _____

DATE: 1-31-85

FROM: Mike Berry (262-2691)

REFERENCE: Dak Cliff Estates 3rd SWS

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

Chris -

I need some info on the detention pond which discharges to the 4x4 RCB near the southeast corner of Westlink 18th. In particular,

- ① Location & size of outfall structure
- ② Location & size of outfall channel
- ③ Maximum W.S. Elevation.

You previously gave C. Brown a design discharge of 93 cfs for Q100.

If you could provide construction plans, it would be helpful. If you have questions, call me when our phone gets fixed.

INLAND INVESTMENT CO., INC.
200 DOUGLAS BUILDING, WICHITA, KANSAS 67202
316 / 263-3201

February 25, 1985

Mr. Mike Lindebak, P.E.
City Engineer
7th Floor - City Hall
455 Noarth Main Street
Wichita, Kansas 67202

Reference: Oak Cliff Estates 3rd Addition - Phase 5

Dear Mr. Lindebak:

Inland Investment Co., Inc., is planning on immediate development in Oak Cliff Estates 3rd Addition. The petitions filed with the final plat for Phase 5 include too many lots and too large of a financial committment for our initial phase of development. Attached are amended petitions to split Phase 5 into two phase of development. Also attached are letters of credit for the development guarantee for Phase 5A.

We request that the City proceed with the construction of these projects. We also request that the City enter into a 2-party agreement with Professional Engineering Consultants, P.A., for the design engineering services. P.E.C. provided the engineering services for the plat.

If additional information is desired, please contact me.

Very truly yours,

INLAND INVESTMENT CO., INC.

BY *Larry A. Chambers*

cc: C.J. Freund, P.E.C.

Improvements BEING REpetitioned

RECEIVED
OFFICE OF CITY CLERK

MAY 16 1985

THE CITY OF WICHITA
OFFICE OF MAPD/DESIGN

DATE May 15, 1985

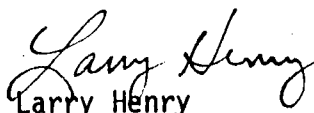
File

TO Twila Nelson, Deputy City Clerk
FROM Larry Henry, Program Development Engineer

SUBJECT Respread of Special Assessments in connection with Oak Cliff Estates 3rd Addition

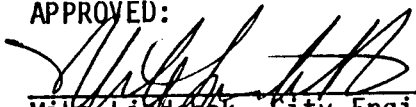
This is in response to your recent inquiry regarding the sanitary sewer assessment (Lateral 2, Main 9, Southwest Interceptor) against Lot 15, Block 18, Oak Cliff Estates, which has now been replatted as part of Reserve "A", Oak Cliff Estates 3rd Addition.

The assessment against this lot, in accordance with the provisions of the petition and authorizing resolution, should be charged to Reserve "A", Oak Cliff Estates 3rd Addition.


Larry Henry
Program Development Engineer

LH:gr

APPROVED:


Mike Lindbak, City Engineer

THE CITY OF WICHITA

OFFICE OF MAPD/DESIGN

DATE May 22, 1985

TO Carl Gipson, Civil Engineer III
Rob Younkin, Civil Engineer III


FROM Chris Breitenstein, Civil Engineer III

SUBJECT Storm Water Sewer No. 274

Bids will be received June 7, 1985 on the following project:

Storm Water Sewer No. 274 (serving part of Block 1 and Block 5, Oak Cliff Estates 3rd Addition).

This project has a twenty-day start and thirty-five working days.


Chris Breitenstein
Civil Engineer III

CB:gr

cc: Plat File ✓

June 17, 1985

Mr. Larry Chambers
Inland Properties
10300 W. Central
Wichita, KS 67212

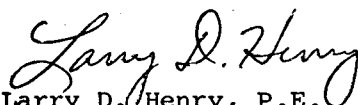
Subject: Letters of Credit - Oak Cliff Estates 3rd Addition

Dear Mr. Chambers:

Mr. Dick Linn, Professional Engineering Consultants, asked me to provide you the enclosed list of projects, project account numbers and letter of credit amounts for the next phase of Oak Cliff Estates 3rd Addition. I've also enclosed the current City Letter of Credit form. When submitting the letters of credit, please include a list of lots (by legal description and County key number) in the improvement district.

If you have questions, please contact me at 268-4469.

Sincerely,


Larry D. Henry, P.E.
Program Development Engineer

LDH:gf

cc: Dick Linn, Professional Engineering Consultants, 1440 E. English, Wichita, KS X

enclosures

0084G-Pg.43

PROJECT TITLE

PROJECT NUMBER

GUARANTEE
AMOUNT

MILLPOND - From the WL of Lot 15, Block 10, Oak Cliff Estates 3rd Addition to the WL of Maize Road; FOXCHASE from the WL of Lot 7, Block 12, Oak Cliff Estates 3rd Addition to the WL of Mesa; MESA from Millpond to and including cul-de-sac; also, that the entrance hook-up from Maize Road to Millpond be constructed according to plans and specifications by the City Engineer.
(PHASE II)

472 76 245 81433
000 000 001

\$59,500.00

LATERAL 194, SOUTHWEST INTERCEPTOR SEWER (PHASE II)- To serve Lots 1 thru 11 inclusive, Block 9; Lots 1 thru 7 inclusive and Lots 15 thru 18 inclusive, Block 10; and Lots 7 thru 15 inclusive, Block 12, Oak Cliff Estates 3rd Adn.

468 76 245 81413
000 000 001

\$37,100.00

STORM WATER SEWER 273 (PHASE I)
- To serve Lots 9 thru 27 inclusive, Block 6; Lots 21 thru 25 inclusive, Block 4; Lots 1 thru 10 inclusive, Block 9; Lots 1 thru 18 inclusive, Block 10; Lots 1 thru 18 inclusive, Block 11; Lots 1 thru 15 inclusive, Block 12; and Lots 1 thru 4 inclusive, Block 13, Oak Cliff Estates 3rd Addition; and, Lot 7, Block 7; Lots 20 thru 30 inclusive, Block 13; Lots 1 thru 12 inclusive, Block 14; Lot 5 and Lots 18 thru 22 inclusive, Block 15, Oak Cliff Estates Addition; and, Lots 2 and 6, Block 1, Oak Cliff Estates 2nd Addition.

468 76 245 81410
000 000 001

76,300.00

~~89,250.00~~

WATER DISTRIBUTION SYSTEM - OAK CLIFF ESTATES 3RD ADDITION - To serve Lots 1-10, Blk. 9; Lots 1-7 and 15-18, Block 10; Lots 7-15, Blk. 12.
OLD WATER NOS. 448 80 925 80872 000 000 001 &
448 80 925 81803 000 000 001

448 76 245 88044
000 000 001

\$21,945.00

IRREVOCABLE LETTER OF CREDIT

Date:	No.	Advising bank reference no.
Advising bank	For account of	
To beneficiary City of Wichita 455 North Main Wichita, Kansas 67202	Amount	
	Expiration date	

Gentlemen:

We hereby establish our Irrevocable letter of credit in your favor available by payment for your drafts drawn at sight on and accompanied by documents specified below

- A statement signed by an authorized representative of the City of Wichita certifying that the amount of the draft presented therewith constitutes a penalty for nonpayment of special assessments covering the installation of the following described improvements in the City of Wichita, Kansas:

(Project No. _____)

Said special assessments having been levied against the following described properties:

Special Conditions:

Partial drawings are permitted.

This original letter of credit must be presented with any drafts drawn hereunder and the amount available shall be reduced by the amount of any drafts drawn not exceeding in the aggregate a total of _____.

Notwithstanding the expiration date noted above, it is understood that this letter of credit shall be automatically renewed for additional two-year periods unless we notify you in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time you may draw up to the full amount of the credit available at that time. Upon development (issuance of occupancy permits by the City of Wichita) of 35 percent of the above-described properties, the City of Wichita will, by written instruction, authorize the release of this letter of credit.

Drafts drawn hereunder must be marked "Drawn under _____, Letter of Credit No. _____, dated _____, Authorizing Institution _____."

Advising bank's notification

We hereby engage with you that all drafts drawn under and in compliance with the terms of this credit will be duly honored if drawn and presented for payment at this office on or before the expiration date of this credit.

Sincerely yours,

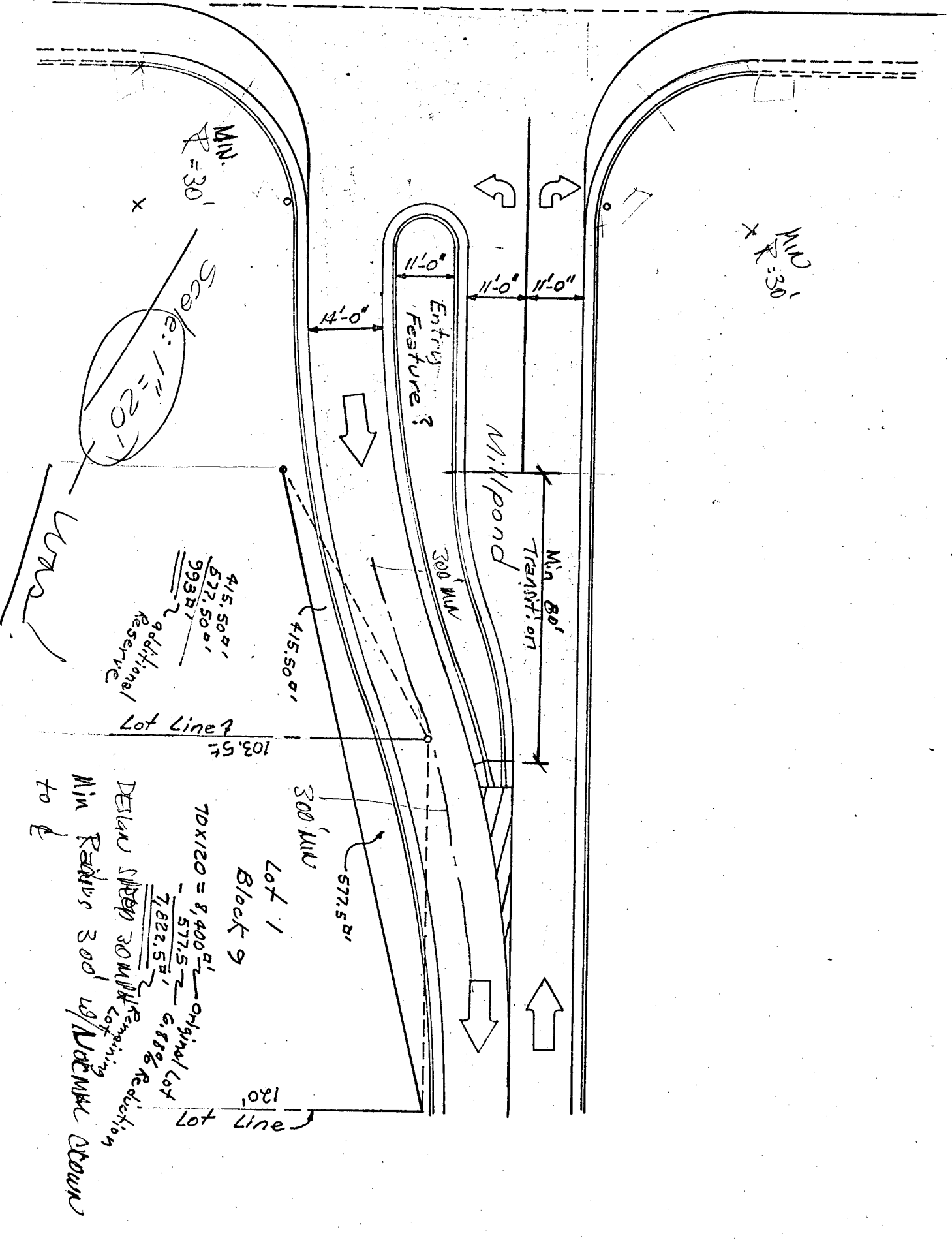
Authorizing Institution

By

Authorized Signature

Place, date, name and signature of the advising bank.

Maize Rd.



MIN. R=30'

MIN. R=30'

Scale: 1/4" = 20'

415.50'
577.50'
993.0'

Additional Reserve

Lot line 103.5'

70x120 = 8,400 sq ft
Original Lot
577.5' x 130' = 7,522.5 sq ft
6.88% Reduction

Deliver 30' Mill Lot Remaining
Min Reserve 300' w/ Mill Pond Stream to E

Lot 1
Block 9

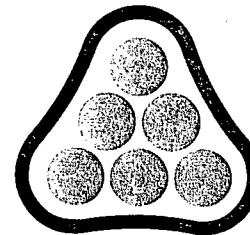
300' Mill
577.5'

Millpond
MIN. 80' TRAVEL

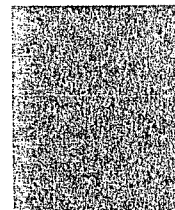
Entry Feature?

DIRECTORS

- C. O. KNOP, P.E.
- R. B. PEUGH, P.E.
- C. J. FREUND, P.E.
- W. H. KELTNER, P.E.
- R. D. PLETCHER, P.E.
- F. D. MIDDLETON, JR., P.E.
- D. E. MALTBIE, P.E.
- M. D. SCHOMAKER, P.E.
- G. D. SCHOCK, P.E.
- J. H. BAILEY, P.E., PH.D.



PROFESSIONAL
ENGINEERING
CONSULTANTS
PROFESSIONAL ASSOCIATION



July 3, 1985

Inland Investment Co., Inc.
10300 West Central
Wichita, Kansas 67212

Attention: Mr. Larry Chambers

Reference: Oak Cliff Estates 3rd - Phase 5A
Estimated Special Assessments
PEC File No: 36-83348-1120

Dear Mr. Chambers:

Listed below is a breakdown of the estimated project costs and estimated special assessments for the above referenced projects. The project costs on the projects are based on the construction bids, estimated engineering and inspection fees, estimated administrative and temporary note interest costs.

The estimated special assessments are based on the above estimated project costs and a fifteen-year special assessment using a 10.03% bond interest rate.

88023

<u>PROJECT</u>	<u>CONST BID</u>	<u>ENGR/INSP</u>	<u>ADMIN/ETC</u>	<u>TEMP INT</u>	<u>TOTAL COST</u>
Water Main	\$ 42,860 ✓	\$12,721 ✓	\$1,183 ✓	\$ 4,406	\$ 61,170
San. Sewer (Lot 197, S.W.I.)	\$ 35,576 ✓	\$12,997 ✓	\$1,215 ✓	\$ 3,657	\$ 53,445
S.W.S. #274	\$ 56,930 ✓	\$16,344 ✓	\$1,522 ✓	\$ 2,926	\$ 77,722
Streets	\$100,755 ✓	\$26,456 ✓	\$3,245 ✓	\$10,356	\$140,782 ⁸¹²

ESTIMATED SPECIALS:

	<u>Total Cost</u>	<u>Total Asmt*</u>	<u>Annual*</u>	<u>Monthly*</u>
<u>Water Main</u> (Lots 7 thru 24, Blk 1, Lot 1, Blk 4, Lots 3 thru 12, Blk 5, 1/29 ea.)	\$ 61,170	\$2,110	\$278	\$23.20

ESTIMATED SPECIALS, continued:

	<u>Total Cost</u>	<u>Total Asm't*</u>	<u>Annual*</u>	<u>Monthly*</u>
<u>Sanitary Sewer</u> (Lots 4 thru 21, Blk 1, 1/18 ea.)	\$ 53,445	\$2,970	\$392	\$32.70
<u>S.W.S. #274</u> (Lots 7 thru 26, Blk 1, Lots 1 thru 12, Blk 5, Lots 11 & 12, Blk 17, Oak Cliff Est. 1/34 ea.)	\$ 77,722	\$2,286	\$301	\$25.10
<u>Streets</u> (Lots 7 thru 24, Blk 1, Lot 1, Blk 4, Lots 3 thru 12, Blk 5, 1/29 ea.)	\$140,782	\$4,855	\$640	\$53.40

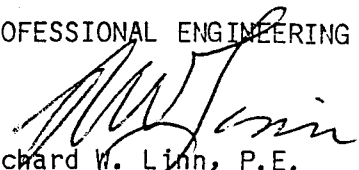
*Per lot.

Please note that the benefit districts for the projects are not identical.

The data used for the estimates was provided by the City Clerk and the Engineering Division of the City. If additional information is desired, please advise.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.


Richard W. Linn, P.E.
Project Manager
Land Development

RWL/mkm

THE CITY OF WICHITA

OFFICE OF MAPD/DESIGN

DATE July 9, 1985

TO Rob Younkin, Civil Engineer III
Carl Gipson, Civil Engineer III

FROM Chris Breitenstein, Civil Engineer III

SUBJECT Lateral 194

Bids will be received July 26 for the following project:

Lateral 194, Southwest Interceptor
(Oak Cliff Estates 3rd, Phase II)

This project will have a twenty-day start date and
thirty-five working days.



Chris Breitenstein
Civil Engineer III

CB:gr

cc: Plat File ✓

THE CITY OF WICHITA

OFFICE OF MAPD/DESIGN

DATE July 24, 1985

TO Steve Lackey, Director of Operations and Maintenance

FROM Chris Breitenstein, Civil Engineer III

SUBJECT Private Project: Retention
Pond serving Oak Cliff Es-
tates 3rd Addition (Maple
and Maize Road)

Please find attached four sets of prints for the above-referenced project.

Please note that this project is currently under construction.



Chris Breitenstein
Civil Engineer III

CB:gr

Attachments

From

TERRY SMYTHRE
Stawson Co.
10300 W. Central

To

BILL MORRIS
City Engineer's Office

268-4548

Subject

Oak Cliff Res² Bid 4c's

Date

Message

Do you intend to submit replacement 4c's?

(See attached notices)

RECEIVED
MAY 13 1987
DESIGN DIVISION

Bill

SIGNED

Reply

Bill,

DATE 5/12/87

In the immediate future I will be sending you the necessary occupancy permits to allow release of these 3 L/C's. That is why I told the Bank not to renew them past July 1.

RECEIVED
5-21-87

TSM

SIGNED

Larry Chambers

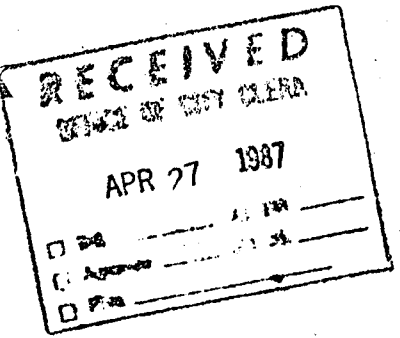
RETURN THIS COPY TO SENDER



47-223

Made in U.S.A.

CENTERRE BANK



Centerre Bank
of Kansas City NA
900 Walnut
P.O. Box 666
Kansas City, MO 64141
816 474 6211

April 24, 1987

City of Wichita
455 North Main
Wichita, Kansas 67202

448
88044

CERTIFIED MAIL

Water main - Dak City
Est 3/29
Pharett

Re: Our L/C D 2452
US\$21,945.00
For account of Inland Investment Co., Inc.

Gentlemen:

In accordance with the terms of the above-mentioned letter of credit, we are herewith notifying you that the letter of credit will not be extended beyond the present expiration date of July 1, 1987.

Sincerely,

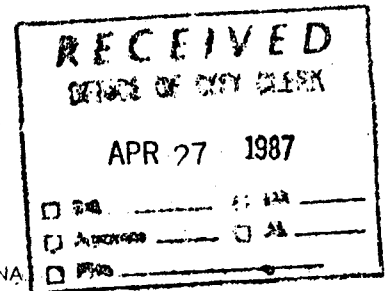
Bonnie J. Cross
JBO

Bonnie J. Cross
International Banking Officer
International Department

BJC/b

cc: Inland Investment Co., Inc.

CENTERRE BANK



Centerre Bank
of Kansas City NA
900 Walnut
P.O. Box 666
Kansas City, MO 64141
816 474 6211

April 24, 1987

City of Wichita
455 North Main
Wichita, Kansas 67202

468
81413

CERTIFIED MAIL



Lat 194 - SW 7
Phase II

Re: Our L/C D 2451
US\$37,100.00
For account of Inland Investment Co., Inc.

Gentlemen:

In accordance with the terms of the above-mentioned letter of credit,
we are herewith notifying you that the letter of credit will not be
extended beyond the present expiration date of July 1, 1987.

Sincerely,

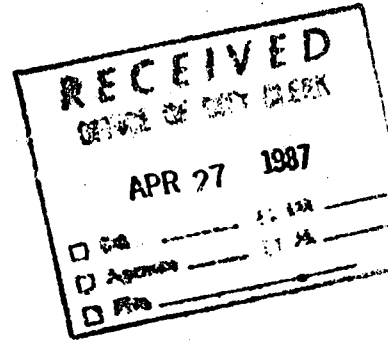
Bonnie J. Cross

Bonnie J. Cross JBO
International Banking Officer
International Department

BJC/b

cc: Inland Investment Co., Inc.

722-2691 - Jerry Amythe
CENTERRE BANK



Centerre Bank
of Kansas City NA
900 Walnut
P.O. Box 666
Kansas City, MO 64141
816 474 6211

April 24, 1987

City of Wichita
455 North Main
Wichita, Kansas 67202

472

CERTIFIED MAIL

Re: Our L/C D 2450
US\$59,500.00
For account of Inland Investment Co., Inc.

81433 - Oak Cliff 3 kg Est.
Imp - Mill pony
To share Mesa
Phase II

Gentlemen:

In accordance with the terms of the above-mentioned letter of credit,
we are herewith notifying you that the letter of credit will not be
extended beyond the present expiration date of July 1, 1987.

Sincerely,

Bonnie J. Cross
JB

Bonnie J. Cross
International Banking Officer
International Department

BJC/b

cc: Inland Investment Co., Inc.

Conveyance to be made to: BILLY JOE AND LAVERNA J. MCCOY

Joint Tenancy: XX Tenants in Common: _____

Property Address: 119 N. PRESCOTT COURT

Legal Description: LOT 2 BLOCK 1 OAK CLIFF ESTATES 3RD ADD.
PLUS PART OF RESERVE A AS PER CONTRACT.

Total Outstanding Special Assessments as per City Clerk's Office: 15,630

Annual Payment of Special Assessments as per City Clerk's Office: 1116

Year of Payout of Special Assessments as per City Clerk's Office: 2002

Estimated Prepayment Amount Currently of Special Assessments as per City Clerk's Office: 9430

Refundable Electric Deposit: 666.75

Contract Date: 2/17/89

Closing Date: 3/17/89

Closing Time: _____

Closing Location: _____

Buyer's Address: 2202 HIRAM WICHITA 67213

Buyer's Phone: (H) 943-9736 (W) _____

Contract Price: 12,750
11300

Refundable Electric Deposit: 667

Buyer's Share of Title Insurance: APPROX. 9387

Recording Fee: 6 1275

Earnest Money: 1130

Tax Proration to Date of Closing: APPROX. 235 12,006

Approximate Amount Due From Buyer at Closing: APPROX. 10,695

Buyer's Signature: Billy Joe McCoy

D-39773
Lateral Sewer in Reserve A Balance 3611.84, pay out
1996, 451.48 (partly);
New Appraised Value

**THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING**

DATE: April 3, 1990

TO: Doug Moshier, Senior Assistant City Attorney

FROM: Michael E. Lindebak, P.E., City Engineer *ML*

**SUBJECT: Agreement to Respread
Special Assessments:
Oak Cliff Estates 3rd
Addition**

Please review the attached agreement as to legal form and return it to the City Engineer's office. The document was prepared by Larry Chambers of the Slawson Company using the City's standard form.

MEL/BM:wt

AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART

AND

SLAWSON INVESTMENT CORPORATION
PARTY OF THE SECOND PART

WHEREAS, PARTY OF THE FIRST PART HAS CONSTRUCTED CERTAIN MUNICIPAL IMPROVEMENTS IN THE AREA OF OAK CLIFF ESTATES 3RD ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, WITHIN THE CITY LIMIT OF THE CITY OF WICHITA, AND,

WHEREAS, THE PARTY OF THE SECOND PART IS THE LANDOWNER OF ALL OR PART OF THE IMPROVEMENT DISTRICT; AND

WHEREAS, PORTION OF THE IMPROVEMENT DISTRICT OF SAID IMPROVEMENTS HAS BEEN PLATTED AND/OR REPLATTED; AND

WHEREAS, PARTY OF THE SECOND PART DESIRES THAT A REASSESSMENT BE MADE TO REFLECT THE CHANGES IN PLATTING; AND

WHEREAS, THE PARTY OF THE FIRST PART AND THE PARTY OF THE SECOND PART ARE BOTH DESIROUS OF ACCOMPLISHING SUCH A REASSESSMENT.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. LOT 15, BLOCK 18, OAK CLIFF ESTATES, (KEY NO. D-37011) WAS PART OF THE IMPROVEMENT DISTRICT FOR THE FOLLOWING CITY PROJECT:

1. LATERAL 2, MAIN 9, SOUTHWEST INTERCEPTOR (468-76-245-80640).

SAID PROPERTY WAS REPLATTED AS OAK CLIFF ESTATES 3RD ADDITION

2. THE PARTIES AGREE TO MAKE A REASSESSMENT FOR SAID PROJECT IN THE FOLLOWING MANNER:

THE ASSESSMENTS TO LOT 15, BLOCK 18, OAK CLIFF ESTATES, NOW PLATTED AS OAK CLIFF ESTATES 3RD ADDITION IS TO BE PRORATED ON RESERVE A, OF OAK CLIFF ESTATES 3RD ADDITION, ON A SQUARE FOOTAGE BASIS

3. THE PART OF THE SECOND PART IS THE OWNER OF THE PROPERTY DESCRIBED IN SECTION ONE ABOVE AND THE PARTY OF THE SECOND PART HEREBY WAIVES THE NOTICE AND HEARING REQUIRMENTS OF K.S.A. 12-6a12(b) WITH RESPECT TO THE REASSESSMENT HEREIN DESCRIBED.

4. THE PARTY OF THE SECOND PART FURTHER WAIVES HIS RIGHT TO APPEAL THE SPECIAL ASSESSMENTS FOR THE ABOVE MENTIONED PROJECT (INCLUDING THIS DESCRIBED REASSESSMENT) AND AGREES THAT NO SUITE TO SET ASIDE SAID ASSESSMENT SHALL BE BROUGHT BY HIM NOR SHALL HE IN ANY OTHER WAY BRING AN ACTION TO QUESTION THE VALIDITY OF THE PROCEEDINGS TAKEN BY THE PARTY OF THE FIRST PART IN CONSTRUCTING THIS PROJECT AND LEVYING THE SPECIAL ASSESSMENTS THEREFOR.

5. THE PARTY OF THE SECOND PART FURTHER AGREES THAT HE WILL INDEMNIFY THE PARTY OF THE FIRST PART AGAINST ANY AND ALL COSTS, EXPENSES, CLAIMS, AND JUDGMENTS FOR WHICH THE PARTY OF THE FIRST PART IS HELD RESPONSIBLE OR WHICH ARE ENTERED AGAINST THE PARTY OF THE FIRST PART ARISING OUT OF OR AS A RESULT OF THE REASSESSMENT HEREIN DESCRIBED.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE

27th DAY OF March, 1990.

APPROVED AS TO FORM:

THE CITY OF WICHITA, KANSAS

BY: _____

MAYOR

DIRECTOR OF LAW

PARTY OF THE FIRST PART

ATTEST:

CITY CLERK

SLAWSON INVESTMENT CORPORATION

BY: _____

Larry A. Chambers
LARRY A. CHAMBERS, PRESIDENT

PARTY OF THE SECOND PART

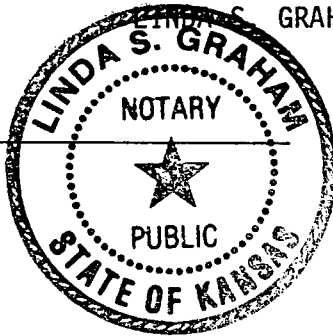
STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY LARRY A.
CHAMBERS, PRESIDENT OF SLAWSON INVESTMENT CORPORATION, ON BEHALF OF THE
CORPORATION, THIS 27th DAY OF March, 1990.

Linda S. Graham
NOTARY PUBLIC

APPT. EXPIRES:


2/9/90



**THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING**

TO: Pat Burnett, Deputy City Clerk

DATE: April 20, 1990

FROM: Steve Lackey, Director of Public Works 

SUBJECT: Agreement to Respread
Assessments: Oak Cliff
Estates 3rd Addition

Please place the attached agreement on the Consent Agenda. The purpose of the agreement is to respread special assessments to reflect recent platting activity. The Law Department has approved the agreement as to legal form.

Recommendation/Action: Approve the agreement and authorize the Mayor to sign.

SL/BM:wt
Attach.

THE CITY OF WICHITA
OFFICE OF LAW DEPARTMENT

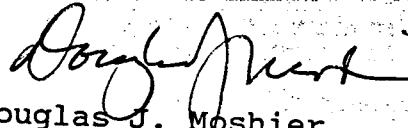
DATE: April 17, 1990

TO: Michael E. Lindebak, P.E., City Engineer

FROM: Douglas J. Moshier, Senior Assistant City Attorney

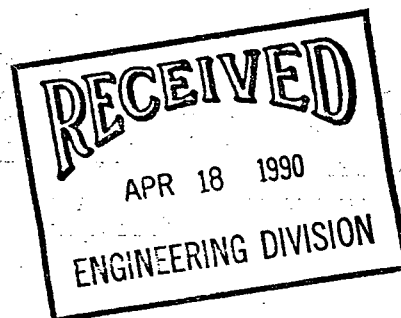
SUBJECT: Agreement for Respread
Assessments

The attached Agreement for respreading assessments in Oak Cliff
Estates 3rd Addition is approved as to form.


Douglas J. Moshier
Senior Assistant City Attorney

DJM:cdh

Attachment



copy

AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART

AND

SLAWSON INVESTMENT CORPORATION
PARTY OF THE SECOND PART

WHEREAS, PARTY OF THE FIRST PART HAS CONSTRUCTED CERTAIN MUNICIPAL IMPROVEMENTS IN THE AREA OF OAK CLIFF ESTATES 3RD ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, WITHIN THE CITY LIMIT OF THE CITY OF WICHITA, AND,

WHEREAS, THE PARTY OF THE SECOND PART IS THE LANDOWNER OF ALL OR PART OF THE IMPROVEMENT DISTRICT; AND

WHEREAS, PORTION OF THE IMPROVEMENT DISTRICT OF SAID IMPROVEMENTS HAS BEEN PLATTED AND/OR REPLATTED; AND

WHEREAS, PARTY OF THE SECOND PART DESIRES THAT A REASSESSMENT BE MADE TO REFLECT THE CHANGES IN PLATTING; AND

WHEREAS, THE PARTY OF THE FIRST PART AND THE PARTY OF THE SECOND PART ARE BOTH DESIROUS OF ACCOMPLISHING SUCH A REASSESSMENT.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. LOT 15, BLOCK 18, OAK CLIFF ESTATES, (KEY NO. D-37011) WAS PART OF THE IMPROVEMENT DISTRICT FOR THE FOLLOWING CITY PROJECT:

- 1. LATERAL 2, MAIN 9, SOUTHWEST INTERCEPTOR (468-76-245-80640).

SAID PROPERTY WAS REPLATTED AS OAK CLIFF ESTATES 3RD ADDITION

2. THE PARTIES AGREE TO MAKE A REASSESSMENT FOR SAID PROJECT IN THE FOLLOWING MANNER:

THE ASSESSMENTS TO LOT 15, BLOCK 18, OAK CLIFF ESTATES, NOW PLATTED AS OAK CLIFF ESTATES 3RD ADDITION IS TO BE PRORATED ON RESERVE A, OF OAK CLIFF ESTATES 3RD ADDITION, ON A SQUARE FOOTAGE BASIS

3. THE PART OF THE SECOND PART IS THE OWNER OF THE PROPERTY DESCRIBED IN SECTION ONE ABOVE AND THE PARTY OF THE SECOND PART HEREBY WAIVES THE NOTICE AND HEARING REQUIRMENTS OF K.S.A. 12-6a12(b) WITH RESPECT TO THE REASSESSMENT HEREIN DESCRIBED.

4. THE PARTY OF THE SECOND PART FURTHER WAIVES HIS RIGHT TO APPEAL THE SPECIAL ASSESSMENTS FOR THE ABOVE MENTIONED PROJECT (INCLUDING THIS DESCRIBED REASSESSMENT) AND AGREES THAT NO SUITE TO SET ASIDE SAID ASSESSMENT SHALL BE BROUGHT BY HIM NOR SHALL HE IN ANY OTHER WAY BRING AN ACTION TO QUESTION THE VALIDITY OF THE PROCEEDINGS TAKEN BY THE PARTY OF THE FIRST PART IN CONSTRUCTING THIS PROJECT AND LEVYING THE SPECIAL ASSESSMENTS THEREFOR.

5. THE PARTY OF THE SECOND PART FURTHER AGREES THAT HE WILL INDEMNIFY THE PARTY OF THE FIRST PART AGAINST ANY AND ALL COSTS, EXPENSES, CLAIMS, AND JUDGMENTS FOR WHICH THE PARTY OF THE FIRST PART IS HELD RESPONSIBLE OR WHICH ARE ENTERED AGAINST THE PARTY OF THE FIRST PART ARISING OUT OF OR AS A RESULT OF THE REASSESSMENT HEREIN DESCRIBED.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE

27th DAY OF March, 1990.

APPROVED AS TO FORM: THE CITY OF WICHITA, KANSAS

BY: _____
MAYOR

Thomas R. Ponce
DIRECTOR OF LAW

PARTY OF THE FIRST PART

ATTEST:

CITY CLERK

SLAWSON INVESTMENT CORPORATION

BY: Larry A. Chambers
LARRY A. CHAMBERS, PRESIDENT

PARTY OF THE SECOND PART

Agenda Item No. _____

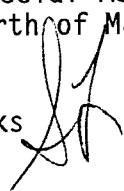
CITY OF WICHITA
CITY COUNCIL MEETING

April 6, 1993

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreement to Respread Special Assessments in Oak Cliff Estates 3rd Addition (North of Maple, West of Maize) District V

INITIATED BY: Department of Public Works 

AGENDA ACTION: Consent

Recommendation: Approve the Agreement.

Background: The developer, Slawson Investment Corp., has submitted an agreement to respread special assessments in Oak Cliff Estates 3rd Addition.

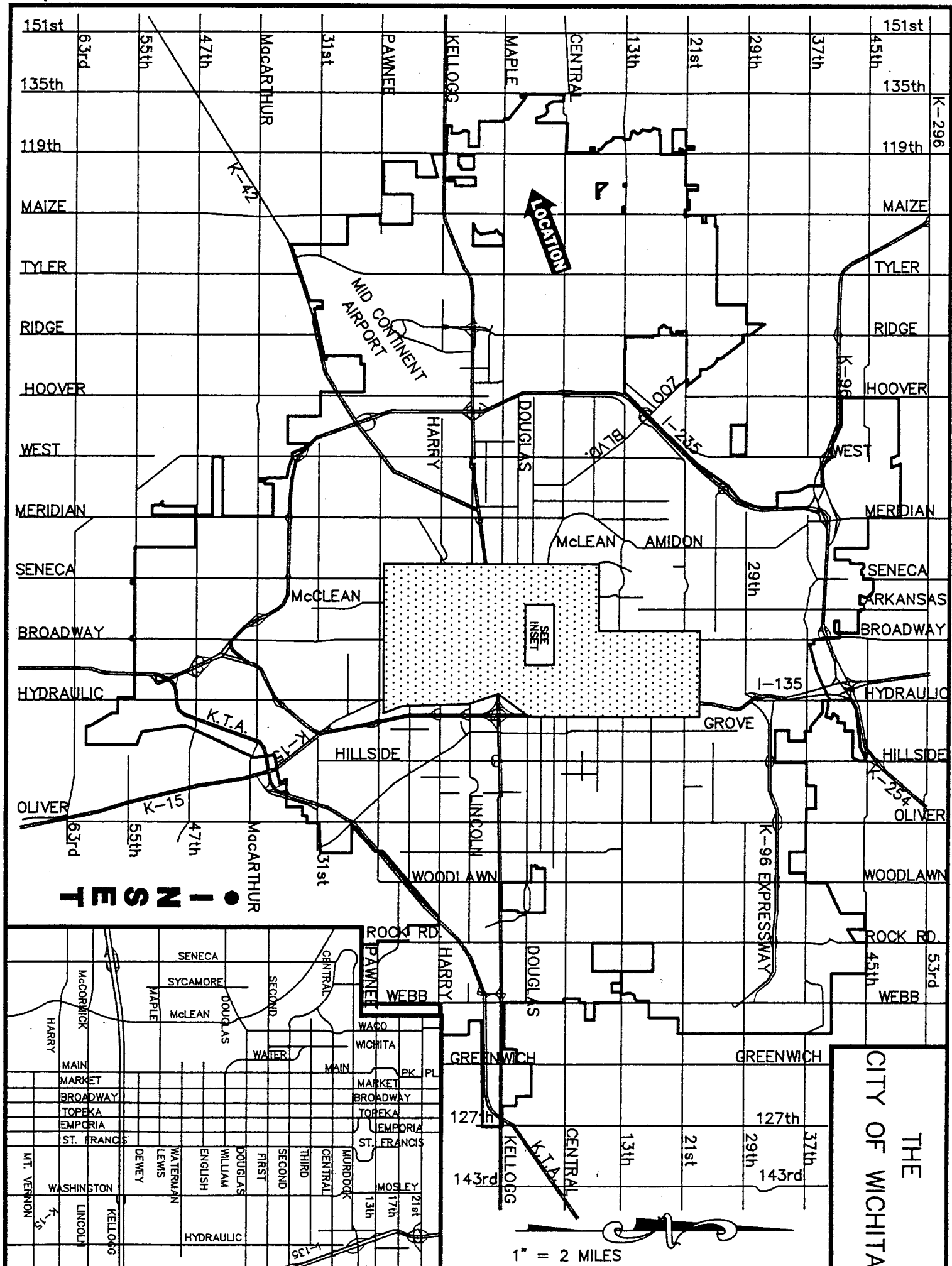
Analysis: The purpose of the agreement is to respread special assessments on an equal share basis for each lot. Without the agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Law Department has approved the Agreement as to legal form.

Recommendation/Action: It is recommended the City Council approve the Agreement and authorize the Mayor to execute.

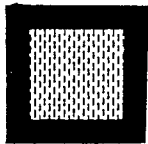
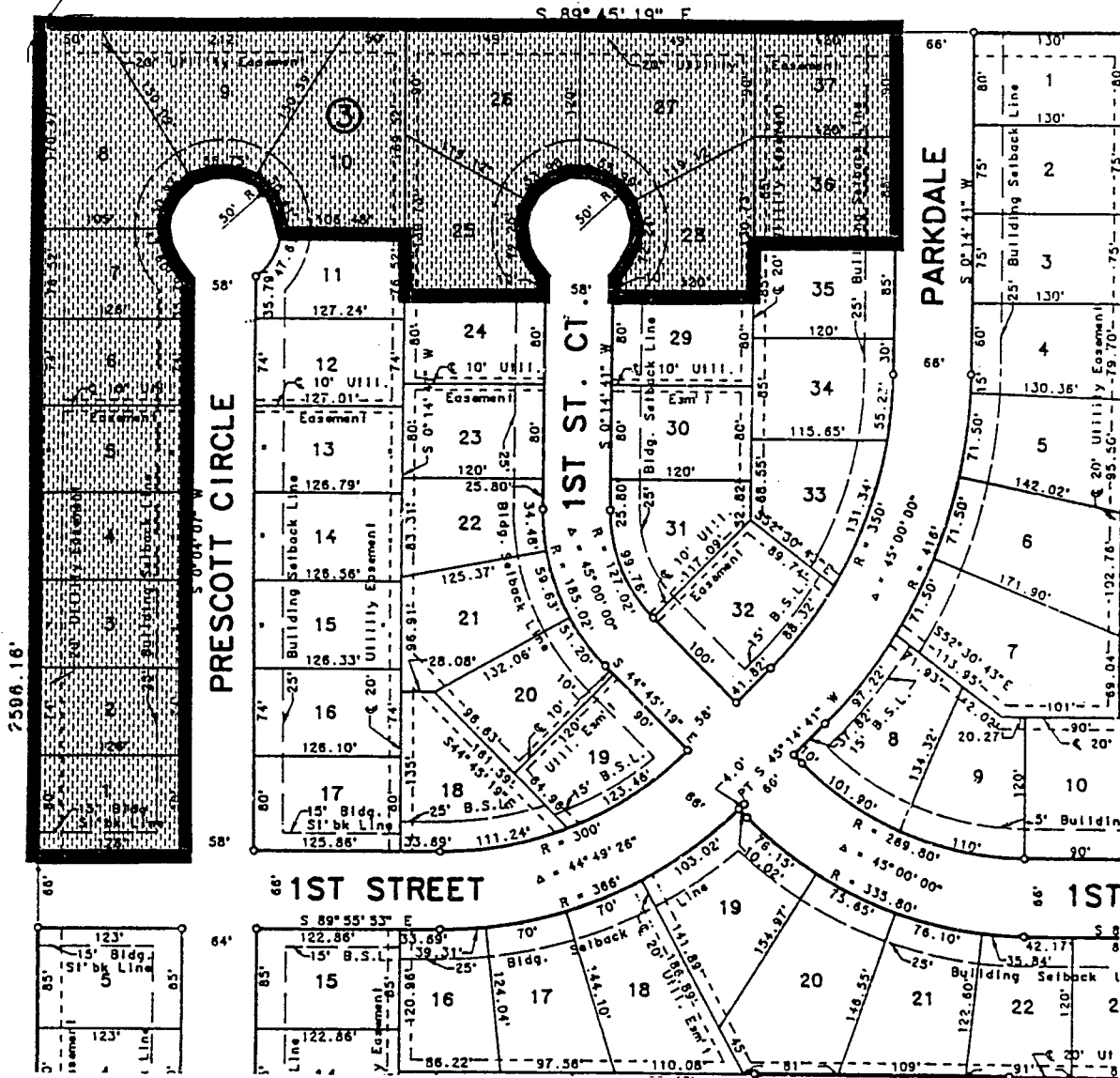
BM:bjm



● INSET

1" = 2 MILES

THE
CITY OF WICHITA



Area Requesting Reassessment

AGREEMENT

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,
Party of the First Part

and

SLAWSON INVESTMENT CORPORATION
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal improvements in the area of Oak Cliff Estates, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement district; and

WHEREAS, portion of the improvement district of said improvements has been platted and/or replatted; and

WHEREAS, Party of the Second Part desires that a reassessment be made to reflect the changes in platting; and

WHEREAS, the Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 1 through 10, Lots 25 through 28, and Lots 36 and 37, Block 3, Oak Cliff Estates
3rd Addition

was part of the improvement district for the following City project(s):

Project K20282 (end year 1996) Lateral Sewer (Lots 1 through 8)

Project K20289 (end year 1996) Later Sewer (Lots 8, 9, 10, 25, 26, 27, 28, 36, and 37)

Said property was replatted as Oak Cliff Estates 3rd Addition

2. The Parties agree to make a reassessment for said project in the following manner:

The assessment for the projects listed in Section 1 is to be pro-rated to Lots 1 through 9, Block 3, Oak Cliff Estates 3rd Addition on an equal fraction basis (1/9 each).

3. The Party of the Second Part is the owner of the property described in section one above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12(b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives his right to appeal the special assessments for the above mentioned projects (including this described reassessment) and agrees that no suit to set aside said assessment shall be brought by him nor shall he in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in constructing this project and levying the special assessments therefore.

5. The Party of the Second Part further agrees that he will indemnify the Party of the First Part against any and all costs, expenses, claims and judgments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

6. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____
of _____, 1993.

THE CITY OF WICHITA, KANSAS

Approved as to form:

Gary E. Oberstar
Director of Law

BY _____
Mayor
Party of the First Part

Attest:

City Clerk

SLAWSON INVESTMENT CORPORATION

Larry A. Chambers
Larry A. Chambers, President

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 10th day of FEBRUARY
1993, before me, that undersigned, a Notary Public in and for the County and State aforesaid, came
Larry A. Chambers, President of Slawson Investment Corporation, 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.

Gary L. Wiley
Notary Public

My Appointment Expires: Jan. 15, 1997



**City of Wichita
City Council Meeting
March 28, 1995**

Agenda Report No. _____

TO: Mayor and City Council Members

SUBJECT: Agreement to Respread Special Assessments in Oak Cliff Estates
3rd Addition (North of Maple, West of Maize Road) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

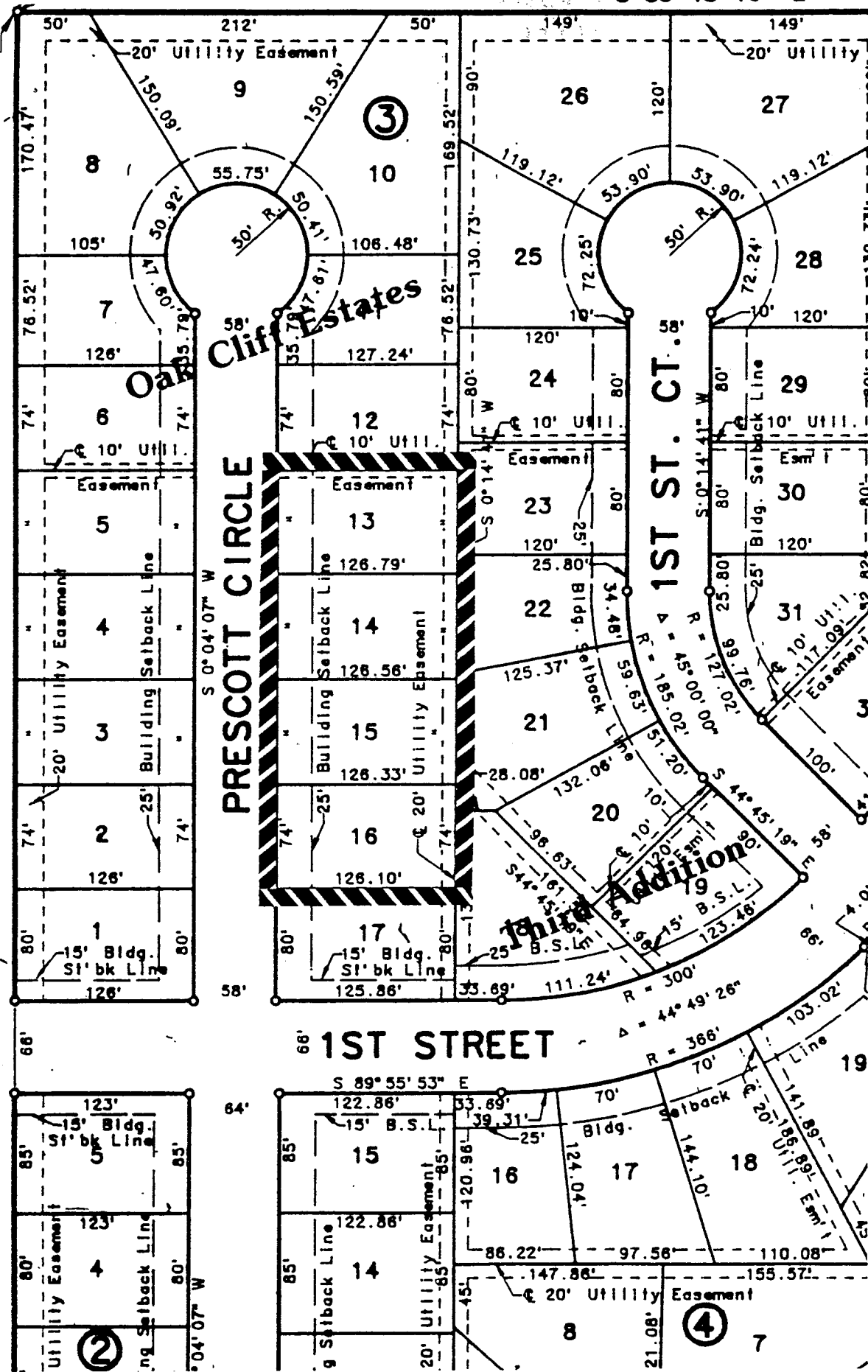
Background: The developer, Paul Kelsey, is developing Oak Cliff Estates 3rd Addition and has submitted an Agreement to respread special assessments in the addition.

Analysis: The lots covered by the agreement are part of a boundary shift. The purpose of the Agreement is to respread Special Assessments on an equal share basis for each lot. Without the Agreement, the assessments will be spread on a square foot basis. The agreement will save the City time in recalculating special assessments for each newly platted lot and will equalize the assessments for each lot, making it easier for the developer to market the lots.

Financial Considerations: There is no cost to the City.

Legal Considerations: The Law Department has approved the Agreement as to legal form.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the Mayor to execute.



Area To Be Reassessed

**THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING**

DATE: February 15, 1995

TO: Doug Moshier, Senior Attorney

FROM: Michael E. Lindebak, P.E., City Engineer



SUBJECT: Agreement to Respread Special
Assessments: Oak Cliff Estates
3rd Addition

Please review the attached agreement as to legal form and return it to the City Engineer's Office.

BM:cls

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

And

KELSEY INVESTMENTS, INC.

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Sanitary Sewer Improvements on Main 1, Cowskin Interceptor, Lateral 22, Main 1, Cowskin Interceptor, Storm Water Sewer, and Municipal Water Line Improvements in Oak Cliff Estates 3rd Addition within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement district; and desires that a reassessment be made; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 13 through 16, Block 3, Oak Cliff Estates 3rd Addition were part of the improvement district for the following City Projects:

Main 1, Cowskin Interceptor Sewer
Project No. 468-76-245-82001-000-000-001

Lateral 22, Main 1, Cowskin Interceptor Sewer
Project No. 468-76-245-82281-000-000-001

Storm Water Sewer # 283 to serve Oak Cliff Estates 3rd Addition
Project No. 468-76-245-81445-000-000-001

Water Distribution System to serve Oak Cliff Estates 3rd Addition
Project No. 448-76-245-88686-000-000-001

RECEIVED
FEB 08 1995
SPECIAL ASSESSMENTS

2. The Parties agree to make a reassessment for said projects in the following manner:

The north 63 feet of Lot 13, Block 3, Oak Cliff Estates 3rd Addition to Wichita, Sedgwick County, Kansas.

Lot 13, Block 3, except the north 63 feet thereof and the north 58 feet of Lot 14, Block 3, Oak Cliff Estates 3rd Addition to Wichita, Sedgwick County, Kansas.

Lot 14, Block 3, except the north ⁵⁸63 feet thereof and the north 62 feet of Lot 15, Block 3, Oak Cliff Estates 3rd Addition to Wichita, Sedgwick County, Kansas.

Lot 15, Block 3, except the north 62 feet thereof and all of Lot 16, Block 3, Oak Cliff Estates 3rd Addition to Wichita, Sedgwick County, Kansas.

shall each pay 1/4 of the total cost apportioned to the property described above.

3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Party of the Second Part further agrees that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ day of _____, 1995.

The City of Wichita, Kansas

By: _____
Mayor

Approved as to form:

Director of Law

Attest:

City Clerk

Kelsey Investments, Inc.

By Paul E. Kelsey
Paul E. Kelsey, President

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 7TH day of FEBRUARY, 1995, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Paul E. Kelsey, President, Kelsey Investments, Inc. personally known to me to be the same person whom executed the instrument and that such person is duly authorized by the corporation to sign on its behalf.

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

Philip J. Meyer
Notary Public

My Appointment Expires:

5/5/97

PHILIP J. MEYER
NOTARY PUBLIC
STATE OF KANSAS

WILLIAM L. KORBER, L.S.

N. BRENT WOOTEN, P.E.



BAUGHMAN COMPANY, P.A.

ENGINEERING, SURVEYING & PLANNING

316/262-7271 • FAX 316/262-0149 • 315 ELLIS • WICHITA, KANSAS 67211

February 7, 1995

Twila Nelson
Special Assessments
City of Wichita
12th Floor
455 N. Main
Wichita, KS 67202

RE: **Reassessment Agreement**
Oak Cliff Estates 3rd Addition

Dear Twila:

Enclosed are (2) reassessment agreements for some of the lots on the above referenced project. Please review and process as soon as possible and let me know if you have any questions or concerns.

Thank you for your cooperation.

Sincerely,

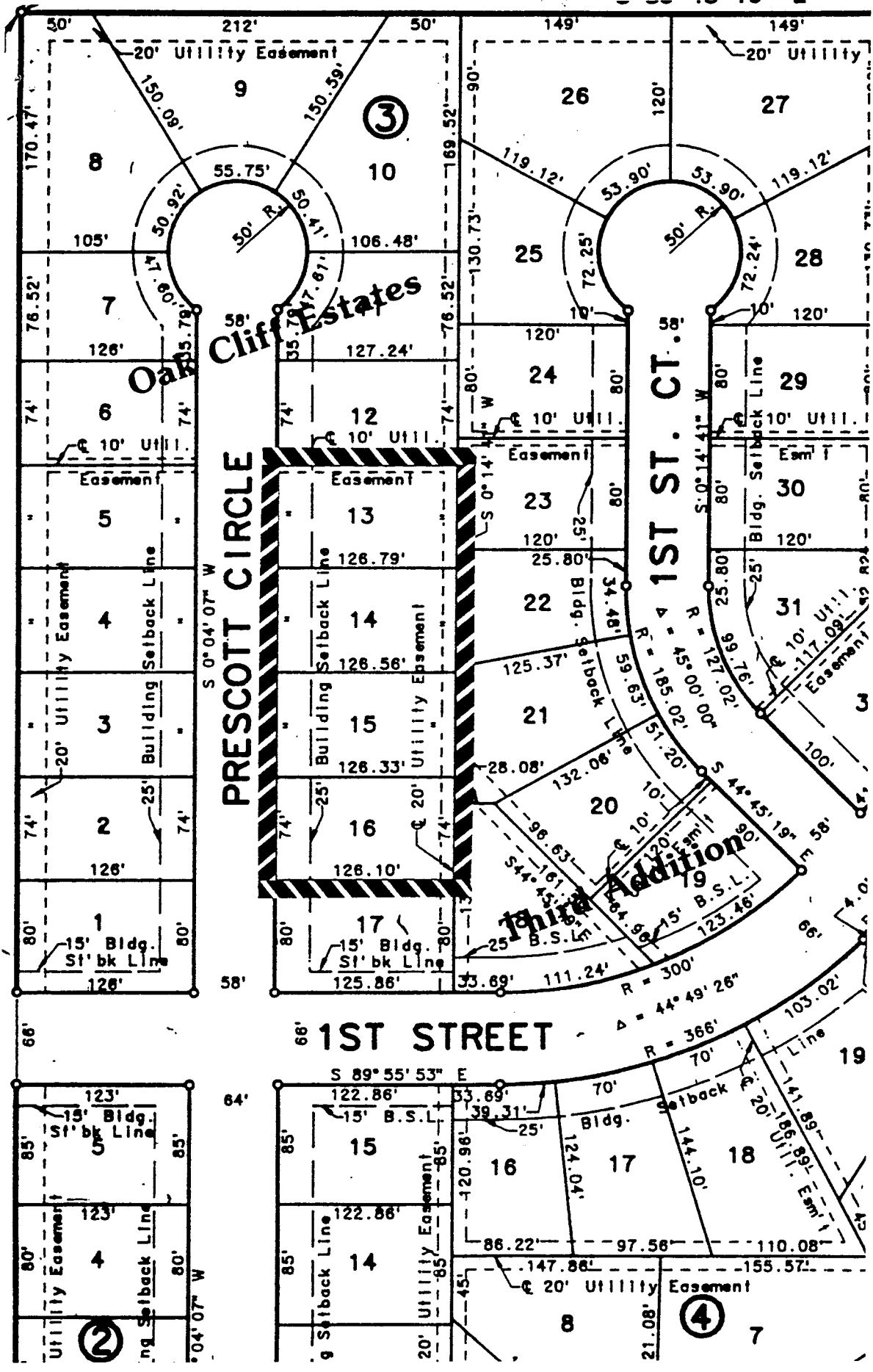
Baughman Company, P.A.

Al A. Zeitoun

Al A. Zeitoun

RECEIVED
FEB 08 1995
SPECIAL ASSESSMENTS

Enclosure



Area To Be Reassessed

WILLIAM L. KORBER, L.S.

N. BRENT WOOTEN, P.E.



BAUGHMAN COMPANY, P.A.

ENGINEERING, SURVEYING & PLANNING

316/262-7271 • FAX 316/262-0149 • 315 ELLIS • WICHITA, KANSAS 67211

February 7, 1995

Twila Nelson
Special Assessments
City of Wichita
12th Floor
455 N. Main
Wichita, KS 67202

RE: **Reassessment Agreement**
Oak Cliff Estates 3rd Addition

Dear Twila:

Enclosed are (2) reassessment agreements for some of the lots on the above referenced project. Please review and process as soon as possible and let me know if you have any questions or concerns.

Thank you for your cooperation.

Sincerely,

Baughman Company, P.A.

Al A. Zeitoun

Al A. Zeitoun

RECEIVED
FEB 08 1995
SPECIAL ASSESSMENTS

Enclosure

**THE CITY OF WICHITA
OFFICE OF PUBLIC WORKS - ENGINEERING**

DATE: February 15, 1995

TO: Doug Moshier, Senior Attorney

FROM: Michael E. Lindebak, P.E., City Engineer

**SUBJECT: Agreement to Respread Special
Assessments: Oak Cliff Estates
3rd Addition**

Please review the attached agreement as to legal form and return it to the City Engineer's Office.

BM:cls

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

And

KELSEY INVESTMENTS, INC.

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Sanitary Sewer Improvements on Main 1, Cowskin Interceptor, Lateral 22, Main 1, Cowskin Interceptor, Storm Water Sewer, and Municipal Water Line Improvements in Oak Cliff Estates 3rd Addition within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement district; and desires that a reassessment be made; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 13 through 16, Block 3, Oak Cliff Estates 3rd Addition were part of the improvement district for the following City Projects:

Main 1, Cowskin Interceptor Sewer
Project No. 468-76-245-82001-000-000-001

Lateral 22, Main 1, Cowskin Interceptor Sewer
Project No. 468-76-245-82281-000-000-001

Storm Water Sewer # 283 to serve Oak Cliff Estates 3rd Addition
Project No. 468-76-245-81445-000-000-001

Water Distribution System to serve Oak Cliff Estates 3rd Addition
Project No. 448-76-245-88686-000-000-001

RECEIVED
FEB 08 1995
SPECIAL ASSESSMENTS

2. The Parties agree to make a reassessment for said projects in the following manner:

The north 63 feet of Lot 13, Block 3, Oak Cliff Estates 3rd Addition to Wichita, Sedgwick County, Kansas.

Lot 13, Block 3, except the north 63 feet thereof and the north 58 feet of Lot 14, Block 3, Oak Cliff Estates 3rd Addition to Wichita, Sedgwick County, Kansas.

Lot 14, Block 3, except the north 58 feet thereof and the north 62 feet of Lot 15, Block 3, Oak Cliff Estates 3rd Addition to Wichita, Sedgwick County, Kansas.

Lot 15, Block 3, except the north 62 feet thereof and all of Lot 16, Block 3, Oak Cliff Estates 3rd Addition to Wichita, Sedgwick County, Kansas.

shall each pay 1/4 of the total cost apportioned to the property described above.

3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Party of the Second Part further agrees that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ day of _____, 1995.

The City of Wichita, Kansas

By: _____
Mayor

Approved as to form:

Director of Law

Attest:

City Clerk

Kelsey Investments, Inc.

By Paul E. Kelsey
Paul E. Kelsey, President

STATE OF KANSAS)
)
SEDGWICK COUNTY)

SS:

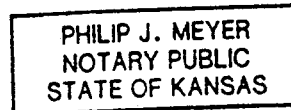
BE IT REMEMBERED, that on this 7TH day of FEBRUARY, 1995, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Paul E. Kelsey, President, Kelsey Investments, Inc. personally known to me to be the same person whom executed the instrument and that such person is duly authorized by the corporation to sign on its behalf.

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

Philip J. Meyer
Notary Public

My Appointment Expires:

5/5/97



PF-KEYS, 1-MENU, 2-BACK, 3-FWD, 4-NEW ID, 5-DEED, 6-ABSTR, 7-CURR SP, 8-CAMA, 12-CAMA-HT
KEY: -D -39602- - RE 17 M4G

KELSEY PAUL E
DBA KELSEY INVESTMENTS

PROPERTY ADDRESS

11535 W 14TH ST CIR N
WICHITA KS 67212 6705
LOT 13
BLOCK 3
OAK CLIFF ESTATES 3RD. ADD.

PF-KEYS, 1-MENU, 2-BACK, 3-FWD, 4-NEW ID, 5-DEED, 6-ABSTR, 7-CURR SP, 8-CAMA, 12-CAMA-HT
KEY: -D -39603- - RE 17 M4G

KELSEY PAUL E

PROPERTY ADDRESS

11535 W 14TH ST CIR N
WICHITA KS 67212 6705
LOT 14
BLOCK 3
OAK CLIFF ESTATES 3RD. ADD.

PF-KEYS, 1-MENU, 2-BACK, 3-FWD, 4-NEW ID, 5-DEED, 6-ABSTR, 7-CURR SP, 8-CAMA, 12-CAMA-HT
KEY: -D -39604- - RE 17 M4G

KELSEY PAUL E

PROPERTY ADDRESS

11535 W 14TH ST CIR N
WICHITA KS 67212 6705
LOT 15
BLOCK 3
OAK CLIFF ESTATES 3RD. ADD.

PF-KEYS, 1-MENU, 2-BACK, 3-FWD, 4-NEW ID, 5-DEED, 6-ABSTR, 7-CURR SP, 8-CAMA, 12-CAMA-HT
KEY: -D -39605- - RE 17 M4G

KELSEY PAUL E

PROPERTY ADDRESS

11535 W 14TH ST CIR N
WICHITA KS 67212 6705
LOT 16
BLOCK 3
OAK CLIFF ESTATES 3RD. ADD.