

PRELIMINARY CONSTRUCTION COST ESTIMATE
CORPORATE LAKES DECEL LANE
C.O.W. PROJ. NO. 472-76-245-81942-000-000-001
AUGUST 30, 1989

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
EXCAVATION	779	C. Y.	\$2.00	\$1,558.00
COMPACTED FILL (90%)	21	C. Y.	2.00	42.00
PEBBLE LINE SUBGR. STABILIZATION	19.07	TON	85.00	1,620.95
SUBGRADE STAB. MANIPULATION	1,525.50	S. Y.	2.00	3,051.00
8'' ASPHALTIC CONCRETE PAVEMENT (6'' BITUMINOUS BASE)	✓ 850.25	S. Y.	11.00	9,352.75
4'' NOM. ASPHALT SURFACE COURSE	98.61	S. Y.	6.00	591.66
3'' BITUMINOUS BASE	✓ 217.27	S. Y.	4.00	869.08
8'' REINF. VALLEY GUTTER PAVT. (5'' R.C. PAVT./3'' BIT. BASE)	✓ 388.27	S. Y.	30.00	11,648.10
COMBINED CURB & GUTTER (6-5/8'' & 1-1/2'')	✓ 732.36	L. F.	7.50	5,492.70
MONOLITHIC EDGE CURB (6-5/8'')	✓ 156.44	L. F.	3.50	547.54
4'' SIDEWALK CONCRETE PAVEMENT	✓ 3,178.86	S. F.	2.00	6,357.72
STANDARD WHEELCHAIR RAMP	✓ 4	EACH	200.00	800.00
STANDARD TYPE-1A INLET HOOKUP	✓ 1	EACH	200.00	200.00
8 2 ÷ SAWED JOINT	1,775.00	L. F.	2.00	3,550.00
STANDARD TYPE-1A INLET (L=6'-4'' W=4'-4'')	✓ 1	EACH	2,200.00	2,200.00
18'' R.C.P.	✓ 12.9	L. F.	22.00	283.80
SMALL TREE REMOVED <i>10" in the middle of the drain</i>	✓ 1	EACH	100.00	100.00
CONCRETE SIDEWALK REMOVED	✓ 3,672.00	S. F.	1.00	3,672.00
STORM WATER SEWER INLET REMOVED	✓ 1	EACH	300.00	300.00
ASPHALTIC SURFACE REMOVED	✓ 98.61	S. Y.	3.00	295.83
			TOTAL	\$52,533.13

SLAWSON INVESTMENT CORPORATION

104 S. BROADWAY • SUITE 200 • WICHITA, KANSAS 67202-4165

316/263-3201

September 28, 1990

COPIES to Vicky &
Linda

Michael E. Lindebak, P.E.
City Engineer
7th Floor - City Hall
455 North Main
Wichita, KS 67202

JSM

Dear Mr. Lindebak

Windemere Second Addition

Attached are the Letters of Credit and Affidavits for the following properties:

1. Storm Water Sewer #393
Project No. 468-81999
2. Water Main in Oxford Circle
Project No. 448-88423
3. Paving Oxford Circle
Project No. 472-81967

Please note that there are two Letters of Credit (equal in amount) for each project (one for each project from Gaddis Properties and one for each project from Slawson Investment Corporation). The reason for this is that Gaddis owns Lot 1 in said Addition, and Slawson owns Lot 2.

We request that the City proceed with the construction of these projects at the earliest possible date. We also request that a 10-day start be utilized in the contracts for the storm water sewer and water line projects and that these two projects (storm sewer and water) be grouped into one project for bid and construction purposes.

We also request that the City enter into a two-party contract with Mid-Kansas Engineering Consultants, P.A., to perform the design engineering services. PEC provided the engineering services in connection with the platting of Windemere Second Addition.

If additional information is necessary, please contact me.

Very truly yours,

Larry A. Chambers

Larry A. Chambers
President

LAC:lg
Enclosures

cc: Ken Bengtson
Jerry Gaddis

EASEMENT

270 PPS (607861)

THIS EASEMENT made this 25th day of October, 19 90, by and between Windemere Development, Inc. of the first part and the City of Wichita, of the second part.

WITNESSETH: That the said first part y, 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 all public utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

See Attached Descriptions
(Exhibits "A" and "B")

STATE OF KANSAS)
SEDGWICK COUNTY) SS
FILED FOR RECORD AT
9:30 AM

Oct 26 1990 1100952

PAT KETTLER
REGISTER OF DEEDS

*Ed Reed
Deputy*

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 said public utilities.

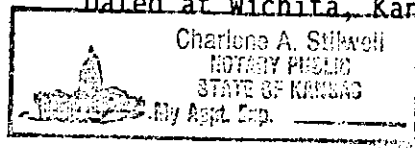
IN WITNESS WHEREOF: The said first part y has s signed these presents the day and year first written.

Jerry A. Gaddis
Jerry A. Gaddis, President
Windemere Development, Inc.

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid Jerry A. Gaddis, Pres., Windemere Development, Inc. to me personally know to the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 25th day of October, 19 90.



Charlene A. Stilwell
Notary Public

(My Commission expires 11/30/91)

COPY COPY

EXHIBIT "A"

UTILITY EASEMENT IN LOT 1, WINDEMERE SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE ALONG THE SOUTH LINE OF SAID LOT 1, BEARING N 89° 05' 57" E A DISTANCE OF 133.00 FEET TO THE POINT OF BEGINNING OF A 20-FOOT UTILITY EASEMENT BEING 5 FEET RIGHT AND 15 FEET LEFT OF A LINE BEARING N 0° 54' 03" W A DISTANCE OF 181.28 FEET; THENCE BEARING N 45° 54' 03" W A DISTANCE OF 76.37 FEET; THENCE BEARING N 0° 54' 03" W A DISTANCE OF 90.59 FEET; THENCE BEARING N 25° 54' 03" W A DISTANCE OF 72.43 FEET; FROM THIS POINT FORWARD THE UTILITY EASEMENT CHANGES TO 15 FEET RIGHT AND 5 FEET LEFT OF A LINE BEARING N 62° 05' 32" E FOR A DISTANCE OF 38.46; THENCE BEARING N 84° 35' 32" E A DISTANCE OF 62.63 FEET; THENCE BEARING N 20° 17' 07" E A DISTANCE OF 105.48 FEET; THENCE BEARING N 66° 38' 03" E A DISTANCE OF 41.42 FEET; THENCE BEARING S 67° 01' 02" E A DISTANCE OF 157.62 FEET; THENCE BEARING N 89° 05' 57" E A DISTANCE OF 262.68 FEET; THENCE BEARING S 68° 24' 03" E A DISTANCE OF 59.08 FEET; THENCE BEARING N 81° 07' 04" E A DISTANCE OF 186.41 FEET; THENCE BEARING S 50° 52' 56" E A DISTANCE OF 93.08 FEET; FROM THIS POINT FORWARD THE UTILITY EASEMENT CHANGES TO 5 FEET RIGHT AND 15 FEET LEFT OF A LINE BEARING S 42° 25' 51" W A DISTANCE OF 465.71 FEET; THENCE BEARING S 0° 54' 03" E A DISTANCE OF 126.49 FEET FROM THIS POINT FORWARD THE UTILITY EASEMENT CHANGES TO 15 FEET RIGHT AND 5 FEET LEFT OF A LINE BEARING S 17° 28' 41" W A DISTANCE OF 25.83 FEET TO THE POINT OF ENDING IN THE SOUTH LINE OF AND 118.76 FEET OF THE SOUTHEAST CORNER OF LOT 1 IN SAID WINDEMERE SECOND ADDITION.

A UTILITY EASEMENT IN LOT 1, WINDEMERE SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE BEARING N 77° 47' 54" E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 300.00 FEET; THENCE BEARING S 85° 45' 18" E ALONG SAID NORTH LINE A DISTANCE OF 208.58 FEET; THENCE BEARING S 4° 13' 42" W A DISTANCE OF 135.33 FEET TO THE POINT OF BEGINNING OF A 20-FOOT UTILITY EASEMENT BEING 15 FEET RIGHT AND 5 FEET LEFT OF A LINE BEARING S 22° 58' 58" W A DISTANCE OF 86.38 FEET; THENCE BEARING S 0° 54' 03" E A DISTANCE OF 109.04 FEET; THENCE BEARING S 41° 54' 03" E A DISTANCE OF 114.39 FEET; THENCE BEARING S 0° 54' 03" E A DISTANCE OF 148.56 FEET; THENCE BEARING S 44° 05' 57" W A DISTANCE OF 26.87 FEET; THENCE BEARING S 0° 54' 03" E A DISTANCE OF 42.99 FEET; THENCE BEARING S 24° 45' 38" W A DISTANCE OF 19.23 FEET TO THE POINT OF ENDING ON THE SOUTH LINE OF SAID LOT 1 ON A CURVE HAVING A RADIUS OF 316.00 FEET AND 8.54 FEET WEST OF A P.R.C. IN SAID SOUTH LINE.

EXHIBIT "B"

A UTILITY EASEMENT DESCRIBED AS: THE SOUTH 20 FEET OF THE WEST 228.14 FEET OF LOT 1, WINDEMERE SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.
A 20-FOOT UTILITY EASEMENT (FOR SANITARY SEWER PURPOSES) IN LOT 1, WINDEMERE SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE BEARING N 89 05' 57" E ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 228.14 FEET; THENCE BEARING N 0 54' 03" W A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF A 20-FOOT UTILITY EASEMENT BEING 10 FEET RIGHT AND 10 FEET LEFT OF A LINE BEARING N 89 05' 57" E A DISTANCE OF 99.82 FEET; THENCE BEARING N 66 58' 37" E A DISTANCE OF 54.56 FEET; THENCE BEARING N 15 44' 39" W A DISTANCE OF 224.27 FEET; THENCE BEARING N 4 24' 02" W A DISTANCE OF 190.43 FEET; AT THIS POINT SAID EASEMENT SPLITS IN TWO UTILITY EASEMENTS ONE GOING EAST AND BEING 10 FEET AND 10 FEET LEFT OF A LINE BEARING N 89 59' 01" E FOR 430.00 FEET WHERE IT ENDS; THE OTHER GOING NORTHWEST AND BEING 10 FEET RIGHT AND 10 FEET LEFT OF A LINE BEARING N 48 54' 03" W FOR 145.00 FEET TO THE POINT OF ENDING.

A UTILITY EASEMENT IN LOT 1, WINDEMERE SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE BEARING N 89 05' 57" E ALONG THE SOUTH LINE OF SAID LOT 1 EXTENDED, A DISTANCE OF 378.51 FEET; THENCE BEARING N 0 54' 03" W A DISTANCE OF 30.55 FEET TO THE POINT OF BEGINNING OF A 20-FOOT UTILITY EASEMENT 10 FEET RIGHT AND 10 FEET LEFT OF A LINE BEARING N 89 05' 57" E A DISTANCE OF 125.51 FEET AT THIS POINT SAID EASEMENT SPLITS INTO TWO EASEMENTS, ONE CONTINUING EAST; BEING 10 FEET RIGHT AND 10 FEET LEFT OF A LINE BEARING N 89 05' 57" E A DISTANCE OF 149.00 FEET TO THE POINT OF ENDING; THE OTHER GOING NORTH, BEING 10 FEET RIGHT AND 10 FEET LEFT OF A LINE BEARING N 0 54' 03" W A DISTANCE OF 185.00 FEET; THENCE BEARING N 72 05' 57" E A DISTANCE OF 55.00 FEET TO THE POINT OF ENDING.

DRAINAGE EASEMENT

270 PPS (607861)

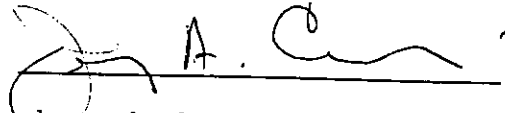
THIS EASEMENT made this 25th day of October,
19 90, by and between Windemere Development, Inc. of
the first part and the City of Wichita, of the second part.

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 a drainage system, over, along and under the
following described real estate situated in Sedgwick County, Kansas, to wit:

See Attached Descriptions
(Exhibit "A")

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.

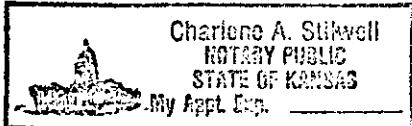
IN WITNESS WHEREOF: The said first party has signed these presents the
day and year first written.

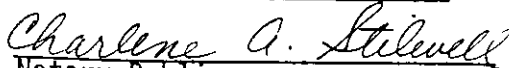

Jerry A. Gaddis, President
Windemere Development, Inc.

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Personally appeared before me, a notary public, in and for the County
and State aforesaid Jerry A. Gaddis, Pres. of Windemere Development, Inc.
to me personally known to be the same person(s) who executed the foregoing
instrument of writing and said person(s) duly acknowledged the execution
thereof.

Dated at Wichita, Kansas, this 25th day of October, 1990.




Charlene A. Stilwell
Notary Public

My Commission Expires

11/30/91

STATE OF KANSAS)
SEDGWICK COUNTY) SS
FILED FOR RECORD AT
9:30 AM

Oct 26 90 1100953


Ed Reed
Deputy

PAT KETTLER
REGISTER OF DEEDS

COPY

COPY

A DRAINAGE EASEMENT IN LOT 1, WINDEMERE SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1, THENCE BEARING N 89 05' 57" E ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 228.14 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 316.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19 09' 21" AN ARC DISTANCE OF 105.65 FEET TO THE POINT OF BEGINNING OF A 20-FOOT EASEMENT BEING 10 FEET RIGHT AND 10 FEET LEFT OF A LINE BEARING N 18 03' 55" E A DISTANCE OF 57.98 FEET; AT THIS POINT THE EASEMENT BRANCHES OUT INTO TWO EASEMENTS ONE GOING EAST, BEING 10 FEET RIGHT AND 10 FEET LEFT OF A LINE BEARING N 89 05' 57" E A DISTANCE OF 50.00 FEET TO THE POINT OF ENDING; THE OTHER GOING NORTHEASTERLY AND BEING 10 FEET RIGHT AND 10 FEET LEFT OF A LINE BEARING N 4 19' 15" E A DISTANCE OF 119.00 FEET; AT THIS POINT THIS EASEMENT BRANCHES OUT INTO TWO MORE EASEMENTS ONE GOING EAST AND BEING 10 FEET RIGHT AND 10 FEET LEFT OF A LINE BEARING N 89 05' 57" E A DISTANCE OF 60.00 FEET; THE OTHER NORTHWESTERLY AND BEING 10 FEET RIGHT AND 10 FEET LEFT OF A LINE BEARING N 35 03' 00" W A DISTANCE OF 184.00 FEET TO THE POINT OF ENDING.

A DRAINAGE EASEMENT IN LOT 1, WINDEMERE SECOND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE BEARING N 89 05' 57" E ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 71.11 FEET TO THE POINT OF BEGINNING OF A 20-FOOT EASEMENT BEING 10 FEET RIGHT AND 10 FEET LEFT OF A LINE BEARING N 0 42' 32" W A DISTANCE OF 148.64 FEET; THENCE BEARING N 44 05' 57" E A DISTANCE OF 72.00 FEET TO THE POINT OF ENDING.

intersection of 119th by July 1, 1999. (Project No. 472 83053) 706980

REDESIGNING SANITARY SEWER in Maple approximately 1/2 mile east of 135th Street West to obtain a more desirable flow from the 15" main to the 18" main. There is a new 16-inch water main under construction on the south side of Maple from Maize to 119th. The existing 16-inch asbestos-cement water main on the north side of Maple from 119th to 135th may be in conflict with storm water sewer and paving. The Water Department may consider replacing the 16-inch with 24-inch pipe depending on the number of conflicts or lower the 16-inch if not replaced. (Project No. 468 82947) 636088

This project will also include the following petitioned projects:

LEFT TURN LANE on Maple to access Limuel from the east line of Auburn Hills Addition (south of Maple, west of 119th Street West) (Project No. 472 82460) 765559 490-670

LEFT TURN BAY in Maple Street to serve the Auburn Hills Commercial Addition (south of Maple and east of 135th Street West) (Project No. 472 82837) 765560 490-671

MAPLE STREET AND 135TH STREET WEST ACCELERATION/DECELERATION LANE to serve the Auburn Hills Commercial Addition (south of Maple, east of 135th Street West) (Project No. 472 82838) 765561 490-672

DECELERATION LANE on the north side of Maple Street; Riverside Health System Addition (south of Maple, east of 135th Street West) (Project No. 472 82839) 765562 490-673

LEFT TURN LANE on Maple to access Firefly from the west line of Maple Valley Addition to the east line of Maple Valley Addition (south of Maple, east of 135th Street West) (Project No. 472 82097) 765558 490-669

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements for the Maple, Maize to 135th Street West to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the