

February 12, 1981

Mr. Mike Loveland
Builders, Inc.
1000 Parklane
Wichita, Kansas 67218

Re: Pawnee Mesa Addition

Dear Mr. Loveland:

Streets, sanitary sewers, and drainage improvements for Lots 8 through 13, Block 2; Lots 1 through 39, Block 9; Lots 1 through 50, Block 18; Lots 51 through 55, Block 12; Lots 14 through 16, Block 14; and Lots 4 through 11, Block 17 are under construction and upon completion the streets, sanitary sewers, and drainage improvements will be maintained by the City of Wichita.

Sincerely,

Mike E. Lindebak
Program Development Engineer

MEL:ck

File

BUILDERS, INC.

1000 PARKLANE / WICHITA, KANSAS 67218

March 27, 1981

Mr. Mike Lindebak
Public Works Engineering
7th Floor
455 N. Main
Wichita, Kansas 67202

Re: Release of letters of credit for Phase I Pawnee Mesa Addition

Mr. Lindebak:

Please consider this letter a request for the release of the following letters of credit issued by the Fourth National Bank:

Irrevocable Credit No. 725 Dated: April 3, 1980
Amount: \$137,200.00
City Project No. 468-76-245-80941-000-000-001
Sanitary Sewer 1, Main 13, Southwest Interceptor Sewer

Irrevocable Credit No. 726 Dated: April 3, 1980
Amount: \$36,750.00
City Project No. 468-76-245-80939-000-000-001
Storm Water Sewer

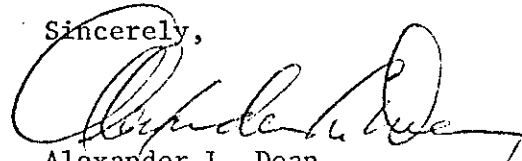
Irrevocable Credit No. 727 Dated: April 3, 1980
Amount: \$25,200.00
City Project No. 468-76-245-80933-000-000-001
Storm Water Sewer

Irrevocable Credit No. 728 Dated: April 3, 1980
Amount: \$211,050.00
City Project No. 468-76-245-80939-000-000-001
Street Paving

In lieu of the letters of credit we are assigning to the city a sales contract for 40 lots and a refundable deposit of \$19,500. If you have any questions please confer with Mr. Karl Kennedy in the Department of Housing and Economic Development. Thank You.

RECEIVED
APR 3 1981
Dept. Of Engineering

ALD/mp

Sincerely,

Alexander L. Dean
Vice President
Builders, Inc.

THE CITY OF WICHITA

OFFICE OF Industrial Development

DATE March 30, 1981

<input checked="" type="checkbox"/>	Mr. Mayor
<input checked="" type="checkbox"/>	Mr. City Manager
<input type="checkbox"/>	Mr. City Clerk
<input type="checkbox"/>	Mr. Finance Director
<input type="checkbox"/>	Mr. Planning Director
<input type="checkbox"/>	Mr. Public Works Director
<input type="checkbox"/>	Mr. Recreation Director
<input type="checkbox"/>	Mr. Social Services Director
<input type="checkbox"/>	Mr. Police Director
<input type="checkbox"/>	Mr. Fire Director
<input type="checkbox"/>	Mr. Health Director
<input type="checkbox"/>	Mr. Education Director
<input type="checkbox"/>	Mr. Public Safety Director
<input type="checkbox"/>	Mr. Community Development Director
<input type="checkbox"/>	Mr. Economic Development Director
<input type="checkbox"/>	Mr. Information Services Director
<input type="checkbox"/>	Mr. Legal Services Director
<input type="checkbox"/>	Mr. Office Management Director
<input type="checkbox"/>	Mr. Personnel Director
<input type="checkbox"/>	Mr. Public Information Director
<input type="checkbox"/>	Mr. Records Management Director
<input type="checkbox"/>	Mr. Training Director
<input type="checkbox"/>	Mr. Transportation Director
<input type="checkbox"/>	Mr. Utility Director
<input type="checkbox"/>	Mr. Water & Sewer Director
<input type="checkbox"/>	Mr. Zoning Director

1981 APR 1 1981

Copies To _____
 Send to _____
 File _____

TO E. H. Denton, City Manager

FROM Karl J. Kennedy, Industrial Analyst

SUBJECT Substitution of Guarantees for
Development - Pawnee Mesa
Addition

Mr. Mike Loveland of Builders, Inc., the developer of the Pawnee Mesa Addition, has been working with the Industrial Development Office relative to the Development Policy for Public Improvements. Mr. Loveland has submitted certain documents as a substitute guarantee for the installation of several petitioned public improvements. As of March 30, 1981, all requirements for the submission of sales contracts as guarantees for development have been satisfied under AR 31 Revised to initiate public improvements in the development project entitled Pawnee Mesa Addition.

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

1. An "Assignment of Sales Agreements" assigning one certain sales agreement to the City of Wichita and listing the public improvements petitioned.
2. A "Listing of Sales Agreements" listing 89 lots that have been sold of which 40 are pledged to the City of Wichita. The 40 pledged lots represent an average of 41% of the addition benefitting from the petitioned public improvements.
3. A Real Estate Purchase Agreement for 89 lots.
4. A check payable to the City of Wichita in the amount of \$19,500 which represents 10 percent of the purchase price of the 40 lots pledged as security for the petitioned public improvements.

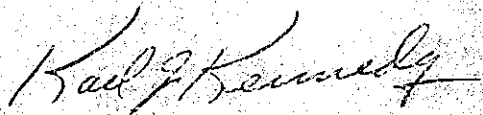
The Department of Housing and Economic Development staff has reviewed the above listed documents and has verified the percentages as accurate calculations.

The submissions provide "reasonable assurances" that the City's credit will not be adversely affected by the installation and financing of the public improvements for this project as set out in AR 31 Revised.

E. H. Denton
Substitution of Guarantees for Development - Pawnee Mesa Addition
March 20, 1981
Page -2-

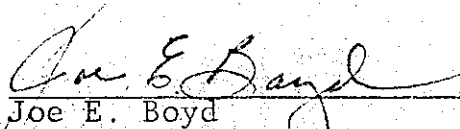
With a copy of this memorandum, the original of these documents is being forwarded to the City Clerk and the check is being forwarded to the City Treasurer for deposit in a trust account.

It is recommended that Builders, Inc. be allowed to substitute the sales contract for the letters of credit as guarantees for development in the Pawnee Mesa Addition.



Karl J. Kennedy
Industrial Analyst

APPROVED:



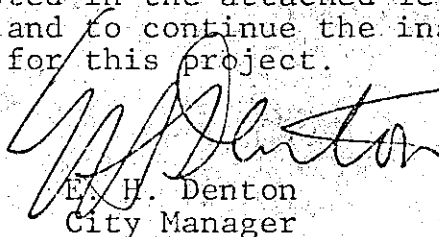
Joe E. Boyd
Economic and Industrial
Development Officer

KJK/st

Attachments

cc: Russell Brenner, Director of Administration
Robert Lakin, Director of Planning
Ray Bruggeman, Director of Engineering
Paul Graves, Chief Engineer (wo/a)
Don Gisick, City Clerk
Ralph Klose, City Treasurer

The Director of Engineering is hereby directed to substitute the sales contract for the letters of credit as guarantees for development of the listed public improvements in the Pawnee Mesa Addition; to release the letters of credit, as listed in the attached letter from Builders, Inc., on file with the City; and to continue the installation of the public improvements itemized for this project.



E. H. Denton
City Manager

ASSIGNMENT OF SALES AGREEMENTS

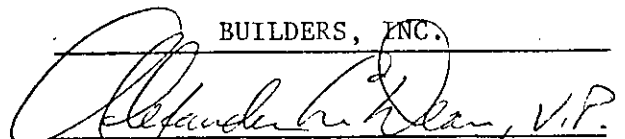
KNOW ALL MEN BY THESE PRESENTS, that Builders, Inc. the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) One certain sales agreements attached hereto for the property listed and described in Attachment I to this assignment and which is hereby incorporated into this assignment as if fully set out herein, together with the sum of Nineteen Thousand Five Hundred and _____ dollars (\$ 19,500.00), 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 Forty-one percent (41 %) of the properties to be benefitted by the following public improvements:

Sanitary Sewer Lateral 1, MN 13, SWI	468-76-245-80941-000-000-001
Storm Water Sewer No. 184	468-76-245-80939-000-000-001
Storm Water Sewer No. 187	468-76-245-80933-000-000-001
Street Paving	472-76-245-80939-000-000-001

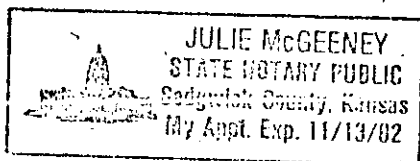
(list description of street, drainage, sewer and/or water improvements to be installed.)

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

BUILDERS, INC.

Alexander L. Dean, Vice President

STATE OF KANSAS)SS
SEDGWICK COUNTY)

Sworn to and subscribed before me this 26TH day of March, 19 81.




Notary Public

My Commission Expires November 13, 1982

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

LISTING OF SALES AGREEMENTS
in _____ Subdivision

Block 19, lots 1-39

- a. Lot Block 2, lots 8-13; Block 12, lots 51-55; Block 18, lots 1-34 & 46-50;
- b. Purchaser Crane Homes of Kansas, Inc.
Address 2148 North Old Manor, Wichita, Kansas 67208
Telephone 685-9876
- c. Contract Sales Price \$195,000
- d. Down Payment Assigned \$19,500

- a. Lot _____
- b. Purchaser _____
Address _____
Telephone _____
- c. Contract Sales Price _____
- d. Down Payment Assigned _____

- a. Lot _____
- b. Purchaser _____
Address _____
Telephone _____
- c. Contract Sales Price _____
- d. Down Payment Assigned _____

- a. Lot _____
- b. Purchaser _____
Address _____
Telephone _____
- c. Contract Sales Price _____
- d. Down Payment Assigned _____

- a. Lot _____
- b. Purchaser _____
Address _____
Telephone _____
- c. Contract Sales Price _____
- d. Down Payment Assigned _____

- a. Lot _____
- b. Purchaser _____
Address _____
Telephone _____
- c. Contract Sales Price _____
- d. Down Payment Assigned _____

Signed Copy

REAL ESTATE PURCHASE AGREEMENT

This Agreement made and entered into as of the 22 day of January, 1981, by and between BUILDER'S, INC., a Kansas corporation, hereinafter referred to as "Seller", and CRANE HOMES OF KANSAS, INC., a Delaware corporation, hereinafter referred to as "Purchaser".

WITNESSETH:

WHEREAS, Seller is in the process of developing 89 single family sites to be known as; a portion of Pawnee Mesa, Phase I, (Phase I being identified on Exhibit B hereto) more particularly described on Exhibit A attached hereto and made a part herof, and

WHEREAS, Seller has platted such property into single family home building sites, duplex sites, together with other appropriate uses and,

WHEREAS, Purchaser desires to purchase certain of such single family sites ~~and to take an option to purchase certain additional sites,~~ being all of the remaining single family sites within the first phase.

WRB.
ACD

1. Sale of Building Sites.

A. Seller hereby agrees to sell and Purchaser hereby agrees to purchase and pay for Tracts 1, 2, 3, 4, 5, 6, & 7 as more fully described on Exhibit A and Exhibit B (map) attached hereto, subject to the herein terms and conditions and upon the following schedule:

i. Five thousand dollars (\$5,000.00) as earnest money, paid with the execution hereof, the receipt and sufficiency of which is hereby acknowledged. Said \$5,000.00 shall apply to the final lots purchased hereunder. If Purchaser does not purchase all 89 lots according to the terms of this Agreement, then this Agreement shall terminate as provided in paragraph 11 herein.

ii. Within fifteen (15) days after the execution hereof, the sum of eighteen thousand dollars (\$18,000.00) which shall be the purchase price for four (4) finished development sites, identified as Tract 1 on Exhibit A and Exhibit B.

ACD
WRB

iii. On April ^{30,} 1981, or earlier, at Purchaser's option, the sum of twenty-seven thousand dollars (\$27,000) which shall be the purchase price for six (6) finished development sites identified as Tract 2 on Exhibit A and Exhibit B.

iv. On June 1, 1981, or earlier, at Purchaser's option, the sum of ninety-five thousand dollars (\$95,000) which shall be the purchase price for nineteen (19) finished development sites identified as Tract 3 on Exhibit A and Exhibit B.

v. On September 1, 1981, or earlier, at Purchaser's option, the sum of one hundred thousand dollars (\$100,000) which shall be the purchase price for twenty (20) finished development sites identified as Tract 4 on Exhibit A and Exhibit B.

vi. On December 1, 1981, or earlier, at Purchaser's option, the sum of one hundred twenty thousand dollars (\$120,000) which shall be the purchase price for twenty-four (24) finished development sites identified as Tract 5 on Exhibit A and Exhibit B.

ACD

vii. On March 1, 198², or earlier, at Purchaser's option, the sum of eighty thousand dollars (\$80,000) (less the \$5,000 deposit provided for in 1.A.i. above) which shall be the purchase price for sixteen (16) finished development sites identified as Tracts 6 & 7 on Exhibit A and Exhibit B.

Ad
WRB

B. Notwithstanding the above purchase schedule and sequence, Purchaser shall have the right, at any time after the execution hereof, to purchase and pay for Tract 7. If Purchaser does not elect to purchase Tract 7 prior to March 1, 1982, it shall be included in the purchase on that date.

C. Each conveyance hereunder shall be by good and sufficient General Warranty Deed subject only to those matters to which Purchaser shall have given its written consent; protective or restrictive covenants in the form attached as Exhibit C, or such other form as the parties hereto shall mutually agree; special assessments, if any; and ad valorem taxes for the then current year.

D. Purchaser may, at its option, accelerate the purchase of any number of lots herein at any time and from time to time. In the event that Purchaser does so accelerate by giving Seller written notice of its intent to early acquire such sites, such purchase shall apply towards the next group of sites as provided for herein.

2. Title Insurance.

A. Seller shall, at its expense, furnish to Purchaser within 10 days hereof, a title insurance commitment from ^{NATIONAL TITLE & TRUST COMPANY} ~~Columbian Title & Trust Company~~ to insure the subject property. Seller shall deliver one copy of said commitment to each of the following:

WRB
Ad

Mr. William R. Collins
Vice President, General Manager
Crane Homes of Kansas, Inc.
2148 North Old Manor
Wichita, Kansas 67208

J. Warren Clinton, Executive Vice President
Crane Homes, Inc.
12157 West Cedar Drive
Lakewood, Colorado 80228

Purchaser shall have 10 days from the receipt of such commitment to approve title. If Purchaser shall find any defects in title which, in Purchaser's judgment, would prevent Purchaser from constructing houses upon such property for sale to VA, FHA, and Conventional buyers, this Agreement, at Purchaser's option, upon notice to Seller of such defects, shall terminate and upon the return to Purchaser of the earnest money herein this Agreement shall become null and void.

B. Upon the conveyance of each Tract or, in the event of acceleration, each group of sites, Seller shall furnish Purchaser, at Seller's expense, a standard form ALTA Owner's Policy of Title Insurance insuring Title in Purchaser subject to those items in Paragraph 1.C. herein or such other items as Purchaser shall agree to in writing.

3. Seller's Obligation to Construct or Cause to be Constructed the Finished Building Sites.

30. Seller represents that he has, or will, on or before April 7, 1981, do or cause to be done, at Seller's expense, the following:

Ad
WRB

A. Annexation of the land to the City of Wichita and recordation of a final plat which has been approved by the City of Wichita.

Ad

B. Process FHA and VA subdivision approvals. Seller shall have received a clear ASP-9 from FHA and VA as to all sites to be conveyed as a condition precedent to Purchaser's obligation to purchase such sites.

C. Obtain the approval of the City of Wichita of a Special Improvement Benefit District and cause all sanitary sewer mains; curb, gutter and paving; and street lighting to be installed in a condition acceptable to the proper governmental authority.

D. Construct or cause to be constructed all necessary off-site and on-site surface and storm drainage systems related to the property (including rough site grading in accordance with the approved FHA Neighborhood Drainage and Grading Plan), satisfactory to cause the issuance of building permits, and FHA/VA approval on the subject sites.

E. Process and make the necessary cash deposits, if any, for the installation of electrical and natural gas service and telephone service to the property line of each site. Such deposits shall remain the property of and any refund shall be paid to Seller.

F. Coordinate the foregoing operations so as to cause the improvements to be completed within the shortest possible time and to be completed so that finished sites are delivered in the sequence contemplated herein.

G. Seller will provide finished development sites based upon the acquisition schedule provided for herein. In the event Purchaser accelerates its acquisition schedule, Seller shall use its best efforts to accelerate the actual development of finished sites but shall be obligated only to meet the purchase schedule provided for herein.

H. In the event Seller defaults on any of its obligations hereunder the sole and exclusive remedy of Buyer shall be those set forth in paragraph 5.

4. Proration of Taxes.

All taxes and special assessments shall be adjusted and prorated as of the date of conveyance of each Tract. Such proration shall be based upon taxes and assessments for the current calendar year, or if not then levied, based upon the prior year. Either party shall have the right to have such prorations readjusted, based upon the actual assessment by giving notice of its desire to do so within 30 days of receipt of such assessment. After each conveyance, taxes and assessments shall be the sole responsibility of Purchaser.

5. Intent of the Parties.

ADD WRB. It is the intent of the parties that Seller is selling and Purchaser is purchasing finished home building sites for the construction thereon of residences to be sold to Conventional, FHA, and VA buyers. Notwithstanding any other provision herein to the contrary, in the event that Seller's obligations under paragraph 5³ are not completed by April 1, 1981, as to Tract 1 and completed prior to the purchased closing date as to Tracts 2, 3, 4, 5, 6 and 7 (for purposes of this paragraph, the closing date for tract 7 shall be presumed to be March 1, 1982), then as to such tract on which such obligations have not been completed, the sole and exclusive remedy of Purchaser shall be:

i. The right of Purchaser to cancel its obligation with respect to such tract and/or all other tracts not yet conveyed to Purchaser, and receive credit therefore according to the price and payment schedule herein;

ii. Mutually agree with Seller on a subsequent closing date for such affected tracts with such modifications of this Agreement as such parties may mutually agree upon.

6. Covenants.

The Protective Covenants which have been recorded covering the lots to be acquired hereunder are in the form attached hereto and labeled Exhibit C.

A.A.S.
A.L.D.
Seller hereby agrees to execute and ~~to~~ record an amended set of Protective Covenants which shall provide for the changes set forth on the attached Exhibit D.

7. Seller's Review of Purchaser's Houseplans.

Purchaser shall submit to Seller, as the Architectural Control Committee, copies of the proposed plans for houses to be constructed within the Pawnee Mesa subdivision. Seller shall have the right to review and approve same, which approval shall not be unreasonably withheld. In the event Purchaser wishes to build house plans which meet all applicable building codes and the covenants, as amended, provided for herein, and Seller shall withhold its approval, then Purchaser shall have the option of terminating this Agreement as to any remaining unpurchased lots and receiving back its \$5,000 deposit made with the execution hereof.

8. Recording a Notice of this Agreement.

At the request of either party, both parties shall execute a document in form acceptable to both parties which shall be recorded giving notice of existence of this Agreement.

9. First Right of Refusal.

It is the intention of the parties that Seller will continue to develop additional single family sites within the Pawnee Mesa subdivision and that Purchaser herein will be entitled to acquire sites from such additional development in order to keep an ongoing building program underway.

Therefore, Seller hereby grants to Purchaser a first right of refusal to acquire such additional single family building sites as Purchaser develops on the same terms and conditions as Seller will propose to third parties. Seller shall give Purchaser notice of Seller's intent to develop additional sites and no later than 30 days prior to completion of said group of sites shall deliver to Purchaser an outline of the terms and conditions under which Seller is prepared to sell such sites. Purchaser shall then have thirty (30) days to submit a written contract on the terms outlined by Seller, or such other terms acceptable by Seller, whereby Purchaser shall acquire all or some portion (location to be mutually agreed upon) of the lots which are proposed to be developed. If Purchaser declines to exercise its first right of refusal hereunder, or if Purchaser and Seller are unable to arrive at a mutually acceptable contract agreement with respect to such lots, then Seller shall be free to contract with other parties for such lots. The waiver of said first right as to one group of lots shall not affect Purchaser's first right of refusal as to a subsequent group of lots.

10. Signage.

Seller shall assign to Purchaser Seller's interest in the two existing billboard leases with DonRey Communications Company, Inc., which billboards are located at Kellogg and Lark Lane and at a location approximately 3/4 of a mile East of Kellogg and Lark Lane, provided that all displays on such billboards by Purchaser shall contain information concerning Pawnee Mesa and the design shall be subject to reasonable approval by Seller.

All costs of such existing billboards and displays thereon, after such assignment, shall be the obligation and responsibility of Purchaser, including repainting costs. Seller shall furnish to Purchaser a mutually acceptable location within the Pawnee Mesa subdivision for a billboard (not to exceed 8 x 12 feet) which shall be constructed, maintained, and removed, on the termination of this Agreement, at Purchaser's cost. All displays on such billboard shall mention Pawnee Mesa and shall be subject to the reasonable approval of Seller.

11. Default and Remedies.

In the event Purchaser defaults under any of its obligations hereunder, Seller shall have the right to terminate this Agreement upon 15 days written notice to Purchaser (Purchaser having such 15 days to correct such default) and this Agreement upon such termination shall be of no further force and effect except as to tracts theretofore conveyed to Purchaser. Seller's sole and exclusive remedy shall be limited to the retention of the \$5,000 deposit provided for in paragraph 1.A.i. above. Purchaser's remedies for Seller's default are set forth in paragraph 5.

12. Lark Lane.

Seller acknowledges that it is the owner of the property lying to the North of the subject property herein and that Lark Lane, which connects the subject development to West Kellogg runs along the Eastern boundary of said parcel of land. Seller hereby informs Purchaser that it is Seller's intention to annex said property to the City of Wichita and petition the City for a Special Benefit Improvement District in order to provide a hard surfaced all-weather road (Lark Lane) alongside the Eastern portion of said parcel of land. While Seller cannot guarantee the timing of such annexation and development work, it agrees to proceed as rapidly as practicable to cause such work to be complete. Purchaser is hereby authorized to communicate the above information to the buyers of Purchaser's homes.

13. Substitution of Tract 6.

Seller is hereby granted the right to substitute ten (10) lots in Phase 2 of its development for the ten lots described on Exhibit A as Tract 6. The location of said lots shall be subject to the reasonable approval of Purchaser.

14. Whole Agreement.

The whole agreement of the parties is contained herein and no change or alteration hereto shall be binding unless in writing signed by parties.

15. Binding on Heirs, Successors and Assigns.

This Agreement shall be binding upon the heirs, successors, executors, personal representatives, or assignees of the parties hereto. Both parties acknowledge that they are authorized to enter into such agreements for and on behalf of and in the name of their respective organizations.

16. Notices.

Any written notice provided for herein shall be deemed to be given when delivered to the below address or five days after deposit in the U.S. Mail, postage prepaid, certified mail, return receipt requested.

To Seller: Builders, Inc.
1000 Parklane
Wichita, Kansas 67218

To Purchaser: Crane Homes of Kansas, Inc.
2148 North Old Manor
Wichita, Kansas 67208

Seller and Purchaser may modify the above address to another address located in Wichita, Kansas by notice given hereunder.

Seller shall mail, postage prepaid, to the following address, a copy of any notice given to Purchaser as above described, within three (3) business days after giving such notice.

Copy to:

Crane Homes, Inc.
12157 West Cedar Drive
Lakewood, Colorado 80228
Attn: J. Warren Clinton

17. No Commission.

Each party represents to the other than no agents or brokers have been involved in this transaction and each party hereby indemnifies the other against claims asserted under such indemnifying party.

18. Expiration of Offer.

*WFB
AD*
Purchaser has executed this Agreement the day and year first above written and Sellers shall have until 5:00 p.m., _____, January 30, 1981 to deliver a duly executed copy of this Agreement to Purchaser's office at: 2148 North Old Manor, Wichita, Kansas. If a duly executed copy is not returned by that time, this offer shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have caused this Real Estate Purchase Agreement to be executed this day and year first above written.

"Purchaser"
CRANE HOMES OF KANSAS, INC.

Attest: Allen D. Stoppel William R. Ballis
Assistant Secretary VICE President

Accepted this 27 day of January, 1981.

"Seller"
BUILDERS, INC.

Attest: Darwin Tamm Richard K. [Signature]
Secretary VICE President

1/19/81

EXHIBIT A
OF PURCHASE AGREEMENT
BETWEEN CRANE HOMES OF KANSAS, INC.
AND BUILDERS, INC.

Legal Descriptions of Tract 1, 2, 3, 4, 5, 6, & 7, all of which are located within Pawnee Mesa Addition, an Addition to Sedgwick County, Kansas.

Tract	Lot	Block
1	36-39, inclusive	19
2	18-23, inclusive	18
3	10-17, inclusive	18
	11-14, inclusive	19
	28-34, inclusive	18
4	15-24, inclusive	19
	24-27, inclusive	18
	4-9, inclusive	18
5	25-35, inclusive	19
	1-3, inclusive	18
	1-10, inclusive	19
6	46-50, inclusive	18
	51-55, inclusive	12
7	8-13, inclusive	2

PAWNEE MESA ADDITION

WICHITA, SEDGWICK COUNTY, KANSAS

EXHIBIT "B"

PAWNEE MESA ADDITION to Wichita is located at the northwest corner of Pawnee Rd. and Lark Lane (approximately 1.25 miles west of Tyler Rd.) There will be a total of 545 lots including the First Phase of 111 lots. Utilities are all underground.

PHASE I



Developed by BULL DOGS INC. 4000 Rockliffe Wichita Kansas 67218

PROTECTIVE COVENANTSNO. 5 C1149
BETTE F. McCART
REGISTER OF DEEDS

The following are Protective Covenants for Pawnee Mesa Addition, subdivision situated in Wichita, Sedgwick County, Kansas.

PART A - PREAMBLEMICROFILMED
OF RECORD

Pat. Hetch. L. Squire

WHEREAS, Builders, Inc., is the sole owner in fee simple of the following land, to wit:

Blocks 1-14, 17-19 inclusive of
Pawnee Mesa, an Addition to
Wichita, Sedgwick County, Kansas

AND WHEREAS, the above-described owner is about to sell, convey and dispose of the property above described, and desires to subject said property to certain protective restrictions, conditions, covenants, and charges, all of which are hereinafter set forth, to the end that harmonious and attractive development of the property may be accomplished, and that the health, comfort, safety, convenience, and general welfare of subsequent owners of the property may be promoted and safeguarded.

NOW, THEREFORE, the following Protective Covenants are adopted to regulate and control the use of the aforesaid land.

PART B - RESIDENTIAL AREA COVENANTS

B-1 Land Use and Building Type. All lots in Blocks 1 - 14 and 17 - 19 inclusive shall be used and occupied for residential purposes only. Only single and two family dwellings with private garages for not more than three cars, and appurtenances directly incidental to the main residential use, shall be permitted on any site.

B-2 Architectural Control Committee. No building or appurtenance shall be erected, placed, or altered on any site until the construction plans and specifications and plot plan showing the location of the structure or appurtenance have been approved in writing by the Architectural Control Committee as to conformity and harmony of external design with existing structures as the subdivision and as to location of the improvements with respect to topography and finish-grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved nor shall a fence or wall exceed six feet in height without approval. Approval shall be as provided in Part C of these Protective Covenants.

B-3 - 1. Dwelling and Size. No dwelling shall be permitted with a ground floor area for each one-family unit, exclusive of one-story open porches, garages, decks, and patios, of less than 1100 square feet for a one-story dwelling, nor less than 850 square feet for a dwelling of more than one story.

B-3 - 2. Move and Set. All construction within the subdivision shall be new construction and no previously erected building, structure, or improvement shall be moved and permanently set upon any lot from any other location. This provision shall in no way prohibit the erection of modular, panelized or other "factory-built" houses which have been approved by the Architectural Control Committee.

Builders, Inc.

B-4. Building Location. No building shall be located on any site nearer than 25 feet to the front nor 20 feet to the rear lot lines, nor nearer than 15 feet to any side street line. This restriction shall not apply, however, to a detached garage which shall be placed to the rear of the dwelling and shall comply with the Zoning Ordinance of the City of Wichita as to distance from the side lot line. No building (excluding eaves and overhangs) shall be located nearer than 6 feet to an interior side lot line. No building, or portion thereof, (including eaves and overhangs) shall ever encroach upon any adjacent site, nor shall any building encroach upon utility easements hereinafter-provided for.

B-5. Site Area and Width. No dwelling shall be erected or placed on any site having a width of less than 60 feet at the front building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

B-6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow, obstruct, or retard the flow of water in and through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or one or more utility company is responsible.

B-7. Nuisance. No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance of nuisance in the neighborhood.

B-8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any site at any time as a residence, either temporarily or permanently.

B-9. Water and Sewer. No individual sewage disposal system shall be permitted on any site, and all dwellings must attach to such facilities as may be provided by such water or sanitation district as may serve the area.

B-10. Completion of Construction. No building shall be permitted to exist in a partially constructed or incomplete state or without a permit to occupy issued by the local governing authority for a period to exceed eight (8) months from the start of construction.

B-11. Landscaping. Landscaping, including grassy lawns, trees, and shrubbery, shall be planted and cared for on every site on which a building is situated.

PART C - ARCHITECTURAL CONTROL COMMITTEE

C-1. Membership. The Architectural Control Committee is composed of the current or last (in the event of termination of corporate existence) President, Executive Vice President and Treasurer of Builders, Inc. or such committee as they may appoint to serve as an Architectural Control Committee. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor such representatives as they may designate, shall be entitled to any compensation for services performed pursuant to this covenant. Architectural Control Committee address: 1000 Parklane, Wichita, Kansas 67218, or such other address as it might from time to time place in the public record.

C-2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing provided however, that in the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, that the owner or his agent shall notify one of the Architectural Control Committee members of his intention to commence construction on the plans submitted by delivering such notice to such member at least forty-eight (48) hours before such construction is commenced.

Provided further that said Committee shall not be liable in damage to anyone including but not limited to any person submitting plans for approval, any person owning property affected by these restrictions or the members of the general public for any action or inaction, including but not limited to approval of such plans or for

failure or neglect to approve the same. In the event the said Committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said Committee, this covenant will be deemed to have been fully complied with.

C-3. Criteria of Consideration. In addition to all the other criteria herein set forth, the Committee shall generally determine whether the proposed improvement will protect the then value and future values of the properties then located in the subdivision and to be erected therein. The Committee shall be guided in the exercise of its judgment and determination by reason and good faith. Among the other considerations applied, the Committee will determine and base its approval or rejection upon the fact of whether said proposed improvements are reasonably compatible with other improvements erected and planned in said subdivision.

C-4. Termination. The powers and duties of such committee and of its designated representatives shall cease on and after March 1, 2010. Thereafter the approval described in this Covenant shall not be required unless prior to said date and effective thereon, a written instrument shall have been executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives who shall, thereafter, exercise the same powers previously exercised by said committee.

PART D - MISCELLANEOUS

D-1. Signs. No signs of any kind shall be displayed to the public view on any site except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, or signs used and erected by a builder to advertise the property during the period when construction and sales or new dwellings occur.

D-2. Oil and Mining Operations. No oil drillings, oil-development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any site.

D-3. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any site, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, such dogs, cats, or other household pets shall not exceed two of any one type of animal for each site.

D-4. Garbage and Refuse Disposal. No site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

D-5. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain on any corner site in conformity with applicable resolutions, regulations, and restrictions of the city and county boards and agencies of the City of Wichita, County of Sedgwick, State of Kansas, nor shall any tree be permitted to remain within such areas unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

D-6. Radio and TV Antennas. Radio and TV aerials and antennas shall not exceed eight feet higher than the ridge of any structure and shall be attached to said structure.

D-7. Storage of Boats, Campers, Trailers, Etc. No vehicles, boats, campers, trailers, or other such contraptions or devices shall be stored or permitted to remain for more than five (5) continuous days, on any lot except within enclosed garages or in completely enclosed, secured-from-vision areas in the rear yard of the residence structure situated thereon.

EXHIBIT D
OF PURCHASE AGREEMENT
BETWEEN CRANE HOMES OF KANSAS, INC.
AND BUILDERS, INC.

Amended Protective Covenants for Phase I of Pawnee Mesa
Addition.

Paragraph B-3-1. Dwelling and Size.

No dwelling shall be permitted with a ground floor area for each one-family unit, exclusive of one story open porches, garages, decks, and patios, of less than 1,000 square feet for a one story building, nor less than 530 square feet for a dwelling of more than one story.

NOTICE OF THE EXISTENCE OF
 A REAL ESTATE PURCHASE AGREEMENT **FILM 464 PAGE 1416**
 AND A FIRST RIGHT OF REFUSAL

Notice is hereby given that there exists a Real Estate Purchase Agreement whereby Crane Homes of Kansas, Inc., a Delaware Corporation, is to purchase, and Builders, Inc., a Kansas corporation, is to sell, certain single family building sites to be located within the Pawnee Mesa Addition, Wichita, Sedgewick County, Kansas. This Real Estate Purchase Agreement applies to the following lots:

- Lots 8 through 13, inclusive, Block 2
- Lots 1 through 34, inclusive, and
- 46 through 50, inclusive, Block 18,
- Lots 1 through 39, inclusive, Block 19, and
- Lots 51 through 55, inclusive, Block 12.

Notice is further given that there exists a First Right of Refusal on behalf of Crane Homes of Kansas, Inc. whereby Purchaser shall have the first right of refusal "to acquire such additional single family building sites as (Builder's, Inc.) develops on the same terms and conditions as (Builder's Inc.) will propose to third parties".

Attest:

CRANE HOMES OF KANSAS, INC.

Allen D. Stoppel
 Asst. Secretary

William R. Collins
 Vice President

Attest:

BUILDER'S INC.

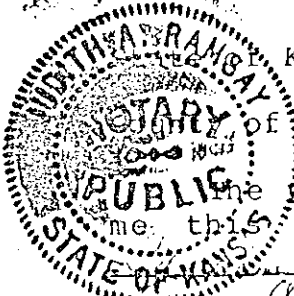
Warren Tanner
 Secretary

Alexander L. Dean
 Vice President
 ALEXANDER L. DEAN

STATE OF KANSAS
 SEDGWICK COUNTY
 FILED FOR RECORD AT
 ...A.O...
 FEB 24 1981
 NO. 5 27537
 BETTE F. MCCART
 REGISTER OF DEEDS

(ACKNOWLEDGEMENT)

MICROFILMED
 OF RECORD



State of Kansas §
 §
 County of Sedgewick §

The within and foregoing instrument was acknowledged before me this 17th day of February, 1981 by Alexander L. Dean, Vice President, and Allen D. Stoppel, the Asst. Secretary of Crane Homes of Kansas, Inc., a Delaware corporation, and they acknowledged that this was a duly authorized act for and in the name of and on behalf of the corporation.

My commission expires: February 3, 1985

Judith A. Ramsey
 Notary Public Judith A. Ramsey

(ACKNOWLEDGEMENT)

State of Kansas §
 §
 County of Sedgewick §

The within and foregoing instrument was acknowledged before me this 17th day of February, 1981 by Alexander L. Dean, the Vice President, and Warren Tanner, the Secretary of Builder's Inc., a Kansas corporation, and they acknowledged that this was a duly authorized act for, in the name of, and on behalf of the corporation.

My commission expires: November 13, 1982

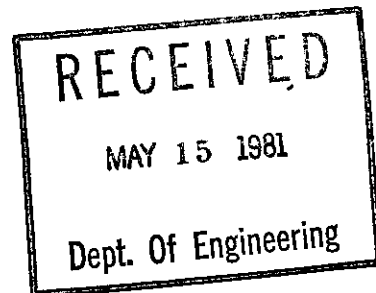
Julie McGeeney
 Notary Public

JULIE McGEENEY
 STATE NOTARY PUBLIC
 Sedgewick County, Kansas
 My Appl. Exp. 11/13/82

Handwritten notes: "This is a copy of the original instrument. W.R. 67208"

BUILDERS DEVELOPMENT, INC.

SUITE 755, 300 WEST DOUGLAS
WICHITA, KANSAS 67202
316/261-5343



May 14, 1981

Mr. Mike Lindebak
Engineering Department
City of Wichita
455 N. Main
Wichita, Ks. 67202

Re: Pawnee Mesa Addition

Dear Mr. Lindebak:

Please find enclosed three Letters of Credit from the Fourth National Bank to activate the following petitions:

Project #468-76-245-80940-000-000-001 (Sanitary Sewer)

Project #468-76-245-80938-000-000-001 (Storm Water Sewer)

Project #472-76-245-80934-000-000-001 (Street Paving)

We are simultaneously, with the Water Department, activating petition project #448-80-925-80777-000-000-001 relating to water service.

We would appreciate your prompt cooperation in completing the engineering contract with VanDoren, Hazard, & Stallings relative to the design of these projects so construction can be put out to bid this summer.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alexander L. Dean".

Alexander L. Dean
President

ALD:maa

Enclosures

Copy: Ken Benston
Lauren D. Hogan

THE CITY OF WICHITA

OFFICE OF ENGINEERING

DATE MAY 22, 1981

TO DONALD C. GISICK, CITY CLERK

FROM R. W. BRUGGEMAN, DIRECTOR OF ENGINEERING/CITY ENGINEER

SUBJECT AMENDMENT TO IRREVOCABLE
LETTER OF CREDIT

Attached please find an Amendment to the Irrevocable Letter of Credit for the following project.

468 76 245 80931 000 000 001 - Storm Water Drain No. 43

Please attach this to the original Irrevocable Letter of Credit.

R. W. Bruggeman
Director of Engineering/
City Engineer

MEL/dla

Attachment

TheFourth



RECEIVED

MAY 20 1981

Dept. Of Engineering

May 18, 1981

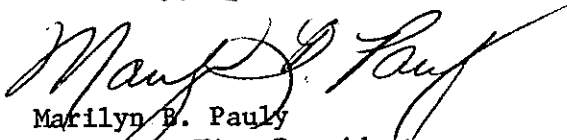
Mr. Mike Lindebak
City of Wichita
455 N. Main
Wichita, KS 67202

Re: Builders, Inc.
Letter of Credit No. 724

Dear Mike:

As per our telephone conversation, I am enclosing the amendment to the above referenced Letter of Credit reducing the amount from \$292,250.00 to \$176,899.00.

Sincerely,



Marilyn B. Pauly
Assistant Vice President

MBP:kdp

Enclosure

cc: Lauren D. Hogan, Vice President
Builders Development, Inc.

Fourth National Bank & Trust Co.
Wichita, Kansas 67201

P.O. Box 1090
telephone 316-261-4444

TheFourth

IV

May 18, 1981

RE: IRREVOCABLE LETTER OF CREDIT NO.

AMENDMENT NO. 1

TO: The City of Wichita
455 North Main
Wichita, KS 67202

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM

Builders, Inc.


WE HEREBY AMEND THE AFOREMENTIONED CREDIT, ISSUED IN YOUR FAVOR, AS FOLLOWS:

- 1.) The amount is reduced by \$115,351.00 to \$176,899.00.

ALL OTHER CONDITIONS REMAINING UNCHANGED.

AS THIS LETTER IS TO BE CONSIDERED A PART OF THE AFOREMENTIONED CREDIT INSTRUMENT, IT SHOULD BE ATTACHED THERETO.

THE FOURTH NATIONAL BANK and TRUST COMPANY, WICHITA



AUTHORIZED SIGNATURE
Marilyn B. Pauly, Assistant Vice President

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE July 22, 1981

TO John Kraus, Construction Chief Engineer

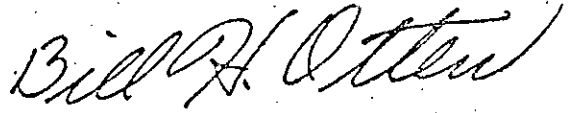
FROM Bill H. Otten, Chief Engineer-Water Engineering

SUBJECT Water Main Break At Jewell And
Lark Lane on June 25, 1981

A 12" A.C. water main was laid west on the north side of Jewell from Lark Lane to Fieldcrest in the Pawnee Mesa Addition.

This line crossed an 8" sanitary sewer running north and south in Lark Lane. This sewer was approximately 16 feet deep and the trench was approximately 20 feet wide at the surface and the soil was extremely sandy.

The 12" A.C. water main broke on June 25, 1981 and was repaired the same day. It is the opinion of the Water Department Inspectors on the job that the cause of the break was settlement of the sewer ditch.



Bill H. Otten
Chief Engineer
Water Engineering

BHO/b

CONTRACT

for

ENGINEERING SERVICES

between

THE CITY OF WICHITA, KANSAS

and

VAN DOREN-HAZARD-STALLINGS

260 North Rock Road

Suite 250

Wichita, Kansas 67206

THIS CONTRACT, made this _____ day of _____, 1981, by and between THE CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and VAN DOREN-HAZARD-STALLINGS, Wichita, Kansas, party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That

WHEREAS the CITY intends to construct certain Street and Sidewalk, Sanitary Sewer, Storm Water Sewer, and Water Main improvements within PAWNEE MESA ADDITION, more fully described as follows:

PAVEMENT - On JEWELL; Parkridge; Shefford; Lotus; Lotus and Prescott; Prescott Court; Rita - all in Pawnee Mesa Addition.
(City Project Number 472-76-245-80934-000-000-001)

SIDEWALK - Both sides of JEWELL from the w.l. of Lot 10, Block 1 and Lot 29, Block 3, Pawnee Mesa Addition to the westerly line of Lot 8, Block 2, Pawnee Mesa Addition; both sides of Parkridge from the southwest line of Lot 9, Block 3 and Lot 7, Block 6, Pawnee Mesa Addition; the north side of Rita from the southeast line of Parkridge to the westerly line of Lot 50, Block 18, Pawnee Mesa Addition.
(City Project Number 472-76-245-80934-000-000-001)

LATERAL 2, MAIN 13, SOUTHWEST INTERCEPTOR SEWER - Sanitary Sewer Lateral to serve Phase II Pawnee Mesa Addition (between Parkridge and Drainage Dedication from Lydia to Jewell).
(City Project Number 468-76-245-80940-000-000-001)

STORM WATER SEWER NO. 185 - Storm Water Sewer to serve PHASE II, Pawnee Mesa Addition (between Parkridge and Drainage Dedication from Lydia to Jewell).
(City Project Number 468-76-245-80938-000-000-001)

WATER MAINS - On JEWELL; Parkridge; Rita; Lotus; Prescott and Prescott Court to serve Phase II, Pawnee Mesa Addition.
(City Project Number 448-80-925-80777-000-000-001; B.D. 744-80)

The total improvements designated above to be referenced to hereinafter as the "PROJECT"; and

WHEREAS, the CONSULTANT is desirous of performing the work and furnishing the services necessary to develop the plans, specifications and cost estimates for the "Project"; and

All of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas; and

WHEREAS, the CITY is authorized by law to employ Consulting Engineers to assist in the plans, supplemental specifications (if required) and the estimates of cost of the PROJECT:

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

I. SCOPE OF SERVICES

The CONSULTANT shall furnish engineering services as required for the development of plans, supplemental specifications and cost estimates for the PROJECT in the format and detail required by the Department of Engineering, City of Wichita. Engineering Plans shall be prepared in ink on standard 24" x 36" mylar or vellum sheets

In connection with the services to be provided, the CONSULTANT shall:

A. PHASE I - PRELIMINARY PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Preliminary Plans for the PROJECT based on the preliminary concepts approved by the CITY during the Platting Phase.

1. Field Surveys. Provide engineering and technical personnel and survey equipment to obtain survey data as required for engineering design to supplement field surveys obtained from the CITY for the PROJECT.
2. Soils and Foundation Investigations. When authorized by the CITY, direct a Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The CONSULTANT'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the CITY for the accuracy and competence of their work. (The cost of soils and boring investigations shall be passed directly to the CITY.)
3. Preliminary Street Profiles. Prepare preliminary street grades to conform to the drainage plan for the PROJECT and submit one (1) set to the CITY for review and approval prior to proceeding with development of preliminary plans.
4. Preliminary Sanitary Sewer Profiles. Prepare preliminary sanitary sewer grades for the PROJECT to

provide basement level service where possible and submit one (1) set to the CITY for review and approval prior to proceeding with the development of preliminary plans.

5. Preliminary Plans. Prepare preliminary plans for Street, Sanitary Sewer, Storm Water Sewer and Water Main Improvements and submit two (2) sets to the CITY for Office Check.

B. PHASE II - FINAL PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Final Plans for the PROJECT in accordance with the Preliminary Plans as agreed upon at office review.

1. Prepare final engineering plans and supplemental specifications as required.
2. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions.
3. Deliver the original tracings of the Final approved plans to the CITY for their use in printing plans for prospective bidders.

C. PHASE III - CONSTRUCTION PHASE SERVICES

1. When requested by the CITY, prepare a Supplemental Agreement for construction administration and for resident engineering services.

2. When authorized by the CITY, provide personnel and equipment to perform engineering services during construction of the PROJECT.

II. IN ADDITION, THE CONSULTANT AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in Scope of Services.
- B. To notify the CITY when the plans for the PROJECT have progressed to the point that a Field Check/Office Check may be conducted; to furnish the CITY with two (2) sets of preliminary plans for use in the plan check; to furnish one or more representatives to participate in Field Check of the PROJECT; and upon return receipt, to expeditiously complete all changes, modifications and corrections to the plans resulting from the Office Check.
- C. To make available during regular office hours at its Wichita office all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To deliver to the CITY the original tracings of the completed plans for the PROJECT, such tracings to become the property of the CITY.
- E. To submit to the CITY an Engineer's unit price cost estimate for the PROJECT incorporating all items of work included in the plans; said cost estimate to be based on unit cost data provided by the CITY for like work in this area.

- F. To attend meetings with the CITY and other state and federal agencies as necessitated by the PROJECT.
- G. 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 CONSULTANT, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- H. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONSULTANT and, where relevant to method of payment, to make such material available at its office at reasonable times during the contract period, and for three (3) years from the date of final payment under the contract for inspection by the CITY or its authorized representatives.
- I. To comply with all federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "A" which is attached hereto and adopted by reference as though fully set forth herein.
- J. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

- K. To submit monthly billings to the CITY of the costs accrued in the performance of the engineering services herein described on the basis of the expense chargeable to the PROJECT plus proportionate part of the fixed fee based on progress to date.
- L. To complete and deliver preliminary plans, specifications and estimates to the CITY within the time allotted for each project or projects as stipulated below; EXCEPT that the CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.
1. Project for Street and Sidewalk Improvements within _____ days after notice to proceed.
 2. Project for Sanitary Sewer Improvements within _____ days after notice to proceed.
 3. Project for Storm Sewer Improvements within _____ after notice to proceed.
 4. Project for Water Main Improvements within _____ days after notice to proceed.
- M. 1. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the CONSULTANT under this agreement.
2. CONSULTANT further agrees, covenants and represents, that all designs, drawings, specifications, plans,

cost estimates and other work or material furnished by CONSULTANT, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from errors, omissions or negligence.

- N. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement and for which he is legally liable. Such policy of insurance shall be in an amount not less than \$1,000,000.00 subject to deductible of \$50,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall not be less than:

Workman's Compensation - Statutory Employer's

Liability - \$500,000.00 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect

CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this agreement. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

III. THE CITY AGREES:

- A. To furnish all available data and field surveys pertaining to the PROJECT now in the City Engineer's Office.
- B. To provide standards as required for the PROJECT.
- C. To provide Soils Surveys and Tests as required.
- D. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.
- E. To provide the right of entry for CONSULTANTS'S personnel in performing field surveys and inspections.

IV. PAYMENT PROVISIONS

- A. Payment to the CONSULTANT for the performance of his services shall be on a lump sum basis for the project as follows:

PAVEMENT - On JEWELL; Parkridge; Shefford; Lotus; Lotus and Prescott; Prescott Court; Rita - all in Pawnee Mesa Addition.
(City Project Number 472-76-245-80934-000-000-001)

SIDEWALK - Both sides of JEWELL from the w.l. of Lot 10, Block 1 and Lot 29, Block 3, Pawnee Mesa Addition to the westerly line of Lot 8, Block 2, Pawnee Mesa Addition; both sides of Parkridge from the southwest line of Lot 9, Block 3 and Lot 7, Block 6, Pawnee Mesa Addition; the north side of Rita from the southeast line of Parkridge to the westerly line of Lot 50, Block 18, Pawnee Mesa Addition.
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(City Project Number 448-80-925-80777-000-000-001; B.D. 744-80)

- B. If additional work should be necessary, by virtue of a major change in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the actual costs plus a fixed fee for profit for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

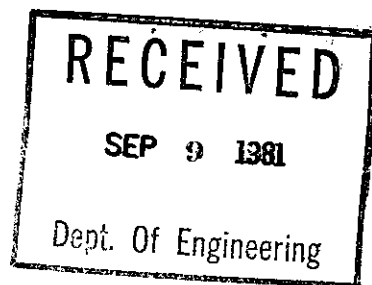
V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for fixed fee for profit.
- B. That the original tracings for the final engineering plans and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY.
- C. That the services to be performed by the CONSULTANT under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be

granted by the CITY, provided, however, that the CONSULTANT shall request extensions in writing giving the reasons therefor.

- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law and the CITY'S review, approval or acceptance of, or payment for, any work or services required to be performed by the CONSULTANT under this contract shall not be construed to operate as a waiver of any right under this contract or any cause of action arising out of the performance of this agreement.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damage pursuant to the terms or provisions of this contract.

THE CITY OF WICHITA



DEPARTMENT OF ENGINEERING
CITY HALL — SEVENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4501

September 1, 1981

Alexander L. Dean
Builders, Inc.
1000 Parklane
Wichita, KS 67218

Re: Pawnee Mesa - Phase II

Dear Mr. Dean:

Ken Bengtson, of Van Doren-Hazard-Stallings, has requested a four week extension of the consultant contract for engineering services in Pawnee Mesa Addition. A ponding problem has delayed completion of the field work. The completion dates for the existing contract are September 18, 1981, (sanitary sewer and water) and October 18 (streets and storm sewers). The proposed completion dates are October 18 and November 17 respectively.

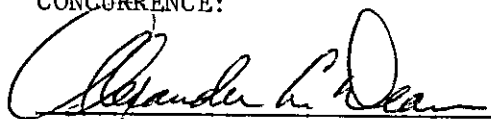
In my opinion the extension is justified. If you agree, please sign below and return this letter to me.

Very truly yours,


Mike Lindebak
Program Development Engineer

ML:BM:md
cc: Ken Bengtson

CONCURRENCE:


Alexander L. Dean

THE CITY OF WICHITA



DEPARTMENT OF ENGINEERING
CITY HALL — SEVENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4501

September 9, 1981

Mr. Kenneth H. Bengtson
Van Doren-Hazard-Stallings
260 North Rock Road, Suite 250
Wichita, Kansas 67206

Re: Pawnee Mesa--PHASE II

Dear Mr. Bengtson:

This letter is to advise you that a four week extension has been granted for the consultant contract for engineering services in Pawnee Mesa Addition. This action is taken as a result of your August 17, 1981, letter requesting the extension. The revised completion dates are October 18 (sanitary sewer and water) and November 17 (streets and storm sewers).

If you have questions, please contact me at 268-4530.

Very truly yours,

Mike Lindebak
Program Development Engineer

ML:BM:md

October 21, 1981

Mr. Lauren D. Hogan
Vice President
Builders Development, Inc.
Suite 755, 300 West Douglas
Wichita, Kansas 67202

Re: Pawnee Mesa Phase II

Dear Mr. Hogan:

Mr. Bruggeman and I have reviewed your request to delay construction of projects for development of Phase II of Pawnee Mesa Addition. We would have no problems delaying the projects temporarily, i.e. 90 days. However, if you feel you will not have a need for additional lots in Pawnee Mesa Addition in that time frame, we would recommend that you pay Van Doren - Hazard - Stallings for the engineering. You could then hold the plans until you had a need for the additional lots.

I would further suggest that we release the letters of credit submitted as development guarantees for construction of Phase II of Pawnee Mesa Addition if we are to delay the construction. New development guarantees could be submitted when there is a need for the projects.

Sincerely,

Mike Lindebak
Program Development Engineer

ML:ck

cc: Ken Bengtson
Van Doren - Hazard - Stallings
260 N. Rock Road, Suite 250
Wichita, Kansas 67207

BUILDERS DEVELOPMENT, INC.

SUITE 755, 300 WEST DOUGLAS
WICHITA, KANSAS 67202
316/261-5343

RECEIVED

OCT 21 1981

Dept. Of Engineering

October 20, 1981

Mr. Mike Lindebak
City Engineers Office
City of Wichita
455 N. Main
Wichita, Ks. 67202

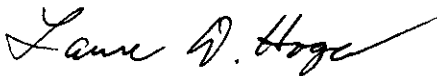
Re: Pawnee Mesa Phase II

Dear Mike:

This letter is to follow up our telephone conversation of October 20, 1981. At that time we acknowledged the completion of sanitary sewer plans and water plans for the Pawnee Mesa Addition Phase II. Given the extremely poor market conditions for new homes in the Wichita area, we would prefer as the developer of the Pawnee Mesa Addition, that the improvements for Phase II be delayed until additional lots are needed. It is my understanding that you will discuss this matter with Ray Bruggeman and will be getting back with me in the near future.

Thank you for your continued cooperation.

Sincerely,



Lauren D. Hogan
Vice President

LDH:maa

December 8, 1981

Mr. Lauren D. Hogan, Vice President
Builders Development Inc.
Suite 755
300 West Douglas
Wichita, KS 67202

RE: Pawnee Mesa Addition, Phase II

Dear Mr. Hogan:

Since our telephone conversation on November 12, 1981, which related to your letter dated November 10, 1981, I have not received any alternative proposal in regard to the subject development. Since further consideration of release of the letters of credit will depend upon the submittal of a satisfactory alternate proposal, I will not be able to proceed as you have suggested.

If you have any questions, please feel free to contact me at 268-4530.

Sincerely,



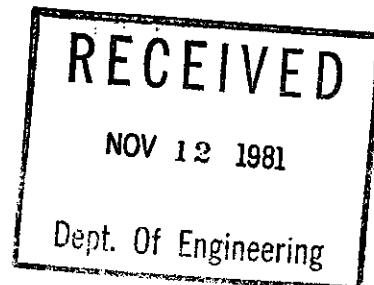
Mike Lindebak
Program Development Engineer

ML:TC:ms

BUILDERS DEVELOPMENT, INC.

SUITE 755, 300 WEST DOUGLAS
WICHITA, KANSAS 67202
316/261-5343

November 10, 1981



Mr. Mike Lindebak
City Engineering Department
City of Wichita
455 N. Main
Wichita, Ks. 67202

Re: Pawnee Mesa Addition, Phase II

Dear Mike:

Thank you for your letter dated October 21, 1981 regarding the improvement of Phase II of the Pawnee Mesa Addition. We feel that your suggestion to release the letters of credit until the actual construction of the improvements is necessary is desirable and request that you do so at your earliest convenience. In the event Builders Development, Inc., has not resubmitted development guarantees within 90 days of the date the letters of credit are released, we would suggest the engineering costs be assessed against the lots benefited. In this manner, the engineering costs will be ultimately paid by the lot owner as if the improvement had been constructed immediately.

Thank you for your continued cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Lauren D. Hogan".

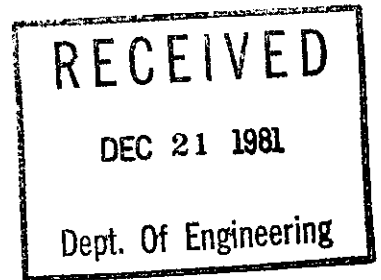
Lauren D. Hogan
Vice President

LDH:maa

BUILDERS DEVELOPMENT, INC.

SUITE 755, 300 WEST DOUGLAS
WICHITA, KANSAS 67202
316/261-5343

December 17, 1981



Mr. Mike Lindebak
Program Development Enginner
Department of Engineering
City of Wichita
455 N. Main
Wichita, Ks. 67202

Re: Pawnee Mesa Addition, Phase II

Dear Mike:

This letter is in response to your letter of December 8, 1981 addressed to Mr. Lauren D. Hogan. Please be advised that Lauren is no longer with our firm and that future correspondence regarding Pawnee Mesa should be sent to my attention.

The correspondence you referred to in your letter of December 8th was in regards to deferral of bid letting on Phase II of Pawnee Mesa, due to the current slump in the market for improved lots. I believe that you and your department are in agreement with this, since it is in neither the City's interest nor in our company's interest to create public improvements ahead of the time they can be utilized.

With regard to the matter of releasing the letters of credit, your letter makes reference to the need for a satisfactory alternate proposal. Mr. Hogan's letter of November 10, 1981 contained a proposal which evidently was not satisfactory to the department. Perhaps you would suggest a proposal we could consider.

Please call me at your convenience (261-5335) so that we may discuss this.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alexander L. Dean".

Alexander L. Dean
President

ALD:maa

fil March 1, 1982

THE CITY OF WICHITA



DEPARTMENT OF ENGINEERING
CITY HALL — SEVENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4501

December 24, 1981

Mr. Alexander L. Dean
Builders Development, Inc.
Suite 755, 300 West Douglas
Wichita, KS 67202

Dear Mr. Dean:

In accordance with our telephone conversation this date and in response to your letter dated December 17, 1981, an extension of time is being made for completion of consultant engineering services for Phase II of Pawnee Mesa Addition. The performance period is being extended until March 1, 1982, to allow for improvement in the real estate and financial market that will provide a basis for proceeding with the development. If it is determined not to proceed with the improvements by that time, it will be necessary for your firm to re-imburse the City for the accumulated engineering charges that have been paid for development of the improvements.

If you agree with the above, please sign below and return this letter to me. You may retain the attached copy of this letter for your records.

If you have any questions, please feel free to contact me at 268-4530.

Yours truly,

Mike Lindebak, P.E.
Program Development Engineer

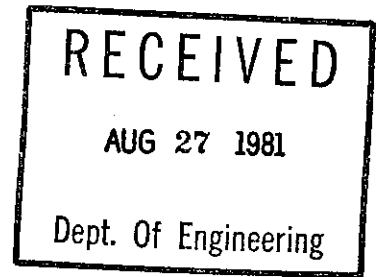
ML:TRC: gf

Attachment

Concurrence:

Alexander L. Dean, President
Builders Development, Inc.

cc: Ken Bengtson, Van Doren-Hazard-Stallings
260 N. Rock Road, Wichita, KS 67207



250 Rockborough Building
260 North Rock Road
Wichita, Kansas 67206
316/686-7303

August 17, 1981

Mr. Mike Lindebak, P.E.
Program Development Engineer
455 North Main
Wichita, Kansas 67202

Re: Pawnee Mesa - Phase II

Dear Mr. Lindebak:

Enclosed is a sketch showing an area of ponding behind a dirt embankment left over from the excavation of S.W.D. No. 43. We have met with the owners and Ritchie Paving (who is using the dirt on Yosemite) to remove the water by pumping or ditching so that we could complete our field work.

Approximately 3 1/2 weeks have passed and the pumping effort has been fruitless with successive rains. Removal of the embankment has been started and a drain is to be cut. Our office work has progressed well but we may need to modify our completion date on parts of this work if this water problem is not solved soon.

Very truly yours,

VAN DOREN-HAZARD-STALLINGS

By: *Kenneth H. Bengtson*
Kenneth H. Bengtson
Partner

cc: Builders Inc.