

- H. The applicant shall petition for signalization of the Rockhill/Woodlawn intersection. As agreed at the time of Community Unit Plan approval, this petition will be held until such time as traffic counts warrant the installation of the improvement.
- I. The applicant shall reimburse the City for the special assessments not levied against proposed Lots 1 and 2, Block 1, because of the existence of the "complete access control" which this plat proposes to vacate.
- J. In accordance with the associated Community Unit Plan, the applicant shall guarantee a decel lane for 21st Street North, to serve Lots 1 and 2, Block 1. This guarantee shall provide for the construction of that portion of the required major entrance that is within street right-of-way. If necessary, the Subdivision Committee recommends that the decel lane guarantee provide for relocation of K.G.&E. equipment from this area.
- K. The applicant shall guarantee the closure of the vacated 20th Street return at Bramblewood.
- L. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- M. Any relocation, lowering or encasement of the pipeline, made necessary by this development, will not be at the expense of the City.
- N. The applicant shall provide proof, by letter from the pipeline company or by providing a copy of the pipeline easement agreement, that the setback shown from the pipeline is adequate.
- O. Provision shall be made for ownership and maintenance of the proposed reserve. Since the applicant intends for the reserve to be owned and maintained by the owner of Lots 1 and 2, Block 2, Northborough 3rd Addition, a restrictive covenant stating this intention shall be submitted for recording with the plat. The text of the needed covenant shall specify that the terms of the covenant run with the land and are binding on future owners and assigns.
- P. Since Reserve A is being platted for drainage purposes, the required covenant which provides for ownership and maintenance of the reserve shall grant, to the City, the authority to maintain the drainage reserve in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.

- Q. The proposed joint access easement will need to be established by separate instrument with appropriate recording information indicated on the final plat tracing. Prior to recording the joint access easement, a draft shall be submitted to the Planning Department for review and approval. The which properties benefit from the easement. Initial construction responsibilities and future maintenance of the driveway within the easement should also be addressed by the text of the instrument.
- R. The final plat tracing shall reference the required minimum building pad elevation in Mean Sea Level as well as City Datum.
- S. The platting of the minimum building pad elevation shall be noted on the face of the plat as well as in the plattor's text.
- T. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- U. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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, July 24, 1986. If you have any questions concerning this matter, please call.

Sincerely,



Forrest L. Nagley  
Senior Planner

FLN:dlk

Enclosure

cc: Theodore I. Leben, ETL, 105 S. Broadway, Wichita, KS 67202  
Mike Lindebak, City Engineer

1. Dick Kirkland. Vacation of Utility Easement. No water lines in easement. No water problem.
2. Kansas Department of Transportation. Vacation of St. R/W, Olds Setbacks, and Utility easements. Area in Youngs to be retained as utility easement as per earlier agreement. No water problem.
3. Farris S. Farha. Vacation of Alley R/W. No water lines in area to be vacated. No water problem.
4. Randy Deans. Vacation of Utility Easement. No water lines in area to be vacated. No water problem.
5. Builders Inc. Vacation of St. R/W. No water lines in area to be vacated. No water problem.
6. Bill and Donna Lee. Vacation of Access Control. Water line on south side of Central not in conflict with area. No water problem.
7. Almond Tree Addition. Final Plat. Existing 8" water line in Country Acres Avenue. No water problem.
8. Northborough 3rd Addition. Final plat. Item B, mains to be extended. No water problem.
9. Bent Tree Second Addition. Final Plat. Existing 8" water line crossing through plat. Utility easement to be retained as per item A. No water problem.
10. Woodland Estates. Revised Preliminary Plat. Item B, mains to be extended. Existing main in Central, no water problem.
- 11 & 12 Terrace Gardens Health Care. No water problem with dedication of access control or utility easement.
13. City Land Inv. Case. Area served by existing mains.
14. City Land Inv. Case. Area served by existing mains.
15. Other matters.

ST. PAUL FIRE & MARINE INSURANCE COMPANY

Bond No. 400 HJ 8288

KNOW ALL MEN BY THESE PRESENTS: That Manor Care, Inc. and Manor Care of Kansas, Inc. as principal, hereinafter called Principal, and, St. Paul Fire and Marine Insurance Company a corporation organized under the laws of the State of Minnesota, as Surety, hereinafter called Surety, are held and firmly bound unto. The City of Wichita, Kansas

as Obligee, hereinafter called Obligee, for the use and benefit of The Obligee as herein below defined in the amount of Twenty-Five Thousand Six Hundred Dollars (\$25,600 ) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Whereas, Principal has by written agreement dated June 18 19 86 entered into an agreement with The City of Wichita, Kansas for payment of costs for certain improvements at 21st Street paving adjacent to lot 1, Block 1 in Northborough 2nd Addition a subdivision located in Wichita, County of Sedgwick, State of Kansas. which agreement is by reference made a part hereof, and is hereinafter referred to as the agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such That, if principal shall promptly make payment to Obligee as defined in the Agreement, then this obligation shall be void: otherwise to remain in full force and effect.

Signed and sealed this.....17th.....day of.....July.....A.D. 1986...

Manor Care, Inc. and Manor Care of Kansas, Inc.

K. Peter Kemp.....(Seal)  
(Principal)

In the presence of:

Manu Gaudin.....  
(Witness)

Asst. SECRETARY.....  
(Title)

St. Paul Fire and Marine Insurance Company  
(Surety) (Seal)

Diana J. Mitchell.....  
(Witness)

By Stephen R. Mummert.....  
(Attorney-in-fact)

Stephen R. Mummert

ST. PAUL FIRE AND MARINE INSURANCE COMPANY  
385 Washington Street, St. Paul, Minnesota 55102

CERTIFICATE OF AUTHORITY NO.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-2189 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

1008386

**GENERAL POWER OF ATTORNEY - CERTIFIED COPY**  
(Original on File at Home Office of Company. See Certification.)

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

F. S. Carnes, Jr., Anna R. Daily, John R. Vasco,  
Stephen R. Mummert, Wilbur M. Priester, S. J. Sandbank,  
Gordon H. Prager, Brian E. Wilcox, individually,  
Baltimore, Maryland

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

NOT TO EXCEED IN PENALTY THE SUM OF TEN MILLION  
(\$10,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Board of Directors of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

- "The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority
- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
  - (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
  - (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, A.D. 1984.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

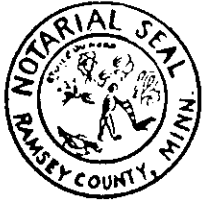
STATE OF MINNESOTA } ss.  
County of Ramsey

*[Signature]*  
Vice President



On this 3rd day of June, 1986, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of Said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.



*Mary C. Clancy*

MARY C. CLANCY, Notary Public, Ramsey County, MN  
My Commission Expires November 1, 1990

**CERTIFICATION.**

I, the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



IN TESTIMONY WHEREOF, I have hereunto set my hand this

17th day of July, 1986

*Jerome H. Holden*  
Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

ST. PAUL FIRE & MARINE INSURANCE COMPANY

Filed Under "Manor Care" Agreement in City Clerk's Office

Bond No. 400 HJ 8288

KNOW ALL MEN BY THESE PRESENTS: That Manor Care, Inc. and Manor Care of Kansas, Inc. as principal, hereinafter called Principal, and, St. Paul Fire and Marine Insurance Company a corporation organized under the laws of the State of Minnesota, as Surety, hereinafter called Surety, are held and firmly bound unto. The City of Wichita, Kansas

as Obligee, hereinafter called Obligee, for the use and benefit of The Obligee as herein below defined in the amount of Twenty-Five Thousand Six Hundred Dollars (\$25,600 ) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Whereas, Principal has by written agreement dated June 18 19 86 entered into an agreement with The City of Wichita, Kansas for payment of costs for certain improvements at 21st Street paying adjacent to lot 1, Block 1 in Northborough 2nd Addition a subdivision located in Wichita, County of Sedgewick, State of Kansas. which agreement is by reference made a part hereof, and is hereinafter referred to as the agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such That, if principal shall promptly make payment to Obligee as defined in the Agreement, then this obligation shall be void: otherwise to remain in full force and effect.

Signed and sealed this.....17th.....day of.....July.....A.D. 1986...

Manor Care, Inc. and Manor Care of Kansas, Inc.

In the presence of:

K. Peter Kempf (Seal) (Principal)

[Signature] (Witness)

Asst. Secretary (Title)

St. Paul Fire and Marine Insurance Company (Surety) (Seal)

[Signature] (Witness)

By [Signature] (Attorney-in-fact)

Stephen R. Munnert

ST. PAUL FIRE & MARINE INSURANCE COMPANY

Bond No. 400 HJ 8288

KNOW ALL MEN BY THESE PRESENTS: That Manor Care, Inc. and Manor Care of Kansas, Inc. as principal, hereinafter called Principal, and, St. Paul Fire and Marine Insurance Company a corporation organized under the laws of the State of Minnesota, as Surety, hereinafter called Surety, are held and firmly bound unto. The City of Wichita, Kansas

as Obligee, hereinafter called Obligee, for the use and benefit of The Obligee as herein below defined in the amount of Twenty-Five Thousand Six Hundred Dollars (\$25,600) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, Principal has by written agreement dated June 18 19 86 entered into an agreement with The City of Wichita, Kansas for payment of costs for certain improvements at 21st Street paying adjacent to lot 1, Block 1 in Northborough 2nd Addition a subdivision located in Wichita, County of Sedgewick, State of Kansas. which agreement is by reference made a part hereof, and is hereinafter referred to as the agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such That, if principal shall promptly make payment to Obligee as defined in the Agreement, then this obligation shall be void: otherwise to remain in full force and effect.

Signed and sealed this.....17th.....day of.....July.....A.D. 1986...

Manor Care, Inc. and Manor Care of Kansas  
In.

K. Porter King.....(Seal)  
(Principal)

In the presence of:

Madame Gauski.....  
(Witness)

Asst. SECRETARY.....  
(Title)

St. Paul Fire and Marine Insurance Company  
(Surety) (Seal)

Diana J. Mitchell.....  
(Witness)

By Stephen R. Mummert.....  
(Attorney-in-fact)

Stephen R. Mummert

ST. PAUL FIRE & MARINE INSURANCE COMPANY

Bond No. 400 HJ 8288

KNOW ALL MEN BY THESE PRESENTS: That Manor Care, Inc. and Manor Care of Kansas, Inc. as principal, hereinafter called Principal, and, St. Paul Fire and Marine Insurance Company a corporation organized under the laws of the State of Minnesota, as Surety, hereinafter called Surety, are held and firmly bound unto. The City of Wichita, Kansas

as Obligee, hereinafter called Obligee, for the use and benefit of The Obligee as herein below defined in the amount of Twenty-Five Thousand Six Hundred Dollars (\$25,600 ) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Whereas, Principal has by written agreement dated June 18 19 86 entered into an agreement with The City of Wichita, Kansas for payment of costs for certain improvements at 21st Street paving adjacent to lot 1, Block 1 in Northborough 2nd Addition a subdivision located in Wichita, County of Sedgewick, State of Kansas. which agreement is by reference made a part hereof, and is hereinafter referred to as the agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such That, if principal shall promptly make payment to Obligee as defined in the Agreement, then this obligation shall be void: otherwise to remain in full force and effect.

Signed and sealed this.....17th.....day of.....July.....A.D. 1986...

Manor Care, Inc. and Manor Care of Kansas Inc

In the presence of:

K. Peter King.....(Seal)  
(Principal)

.....M. Ann Gushki.....  
(Witness)

Asst. SECRETARY.....  
(Title)

St. Paul Fire and Marine Insurance Company  
(Surety) (Seal)

.....Diana J. Mitchell.....  
(Witness)

By Stephen R. Mummert.....  
(Attorney-in-fact)

Stephen R. Mummert

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the COMMERCIAL UNION INSURANCE COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, and having its principal office in the City of Boston, Massachusetts, hath made, constituted and appointed, and does by these presents make and constitute and appoint **W. C. COHEN, W. C. COHEN, JR., R. B. MATASSARIN, JOE E. MODDRELL, JR., WALLACE C. RAABE, PAUL G. STARR, JOSEPH C. LUKENS, II, ROBERTA I. HOERMAN, SCOTT T. POST, KAY J. WHITE, SANDRA BROADSTREET, JAMES E. SLOAN, STEVEN E. HOLZWART, RICHARD A. BUMGARDNER and MELISSA EVANS all of Wichita, Kansas** and each of them its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf as surety any and all bonds or undertakings

and the execution of such bonds or undertakings in pursuance of these presents, shall be binding upon said Company as fully and amply, to all intents and purposes, as if such bonds were signed by the President, sealed with the corporate seal of the Company, and duly attested by its Secretary, hereby ratifying and confirming all the acts of said Attorney-in-Fact pursuant to the power herein given. This Power of Attorney is made and executed pursuant to and by authority of the following resolutions adopted by the Board of Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

Resolved: That the President, or any Vice-President, or any Assistant Vice-President, may execute for and in behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, the same to be attested when necessary and the seal of the company affixed thereto by the Secretary, or any Assistant Secretary; and that the President, or any Vice-President, or Assistant Vice-President, may appoint and authorize an Attorney-in-Fact to execute on behalf of the company any and all such instruments and to affix the seal of the company thereto; and that the President, or any Vice-President, or any Assistant Vice-President, may at any time remove, any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That Attorneys-in-Fact may be given full power and authority to execute for and in the name and on behalf of the company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the company as if signed by the President and sealed and attested by the Secretary, and, further, Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and are also authorized and empowered to certify to a copy of any of the by-laws of the company as well as any resolution of the Directors having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and to certify copies of the Power of Attorney or with regard to the powers of any of the officers of the company or of Attorneys-in-Fact.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Directors of the COMMERCIAL UNION INSURANCE COMPANY at a meeting duly called and held on the twenty-seventh day of July, 1972:

"Resolved: That the signature of the President, or any Vice-President, or any Assistant Vice-President, and the signature of the Secretary or any Assistant Secretary and the Company Seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-Fact for purposes only of executing and attesting any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, the COMMERCIAL UNION INSURANCE COMPANY, has caused these presents to be signed by its Assistant Vice-President and its corporate seal to be hereto affixed, duly attested by its Secretary on this 22nd day of July 19 86



COMMERCIAL UNION INSURANCE COMPANY

Attest: Raymond M. Defossez  
Raymond M. Defossez Secretary

By: John M. Garrett  
John M. Garrett - Assistant Vice-President

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK SS.

On this 22nd day of July 19 86, before me personally came John M. Garrett, Assistant Vice-President, and Raymond M. Defossez, Secretary of the COMMERCIAL UNION INSURANCE COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and sayeth, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company and that the said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.



Edward W. Shay  
Edward W. Shay - Notary Public  
(My Commission expires August 10, 1990)

## CERTIFICATE

I, the undersigned, Assistant Secretary of the COMMERCIAL UNION INSURANCE COMPANY, a Massachusetts Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that the Resolutions of the Board of Directors set forth in the power of attorney are now in force.

signed and sealed at the City of Boston. Dated this 30th

day of January 19 87



Daniel J. Boyle  
Daniel J. Boyle Assistant Secretary

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

BE IT REMEMBERED, That on this 9<sup>th</sup> day of ~~December~~ <sup>January</sup>, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came TEENA J. SLATKIN, personally known to me to be the President of T. J. Land & Cattle Company, a Colorado corporation, and 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.

Valerie Elip  
Notary Public  
3776 Cherry Creek Dr. Suite 2000, CO 80239

My Appointment expires: My Commission Expires  
December 18, 1988

STATE OF KANSAS )  
 ) ss.  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this 2nd day of ~~December~~ <sup>January</sup>, 1987, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ROBERT M. BEREN and JOAN S. BEREN, husband and wife, personally known to me to be the same persons who executed the within instrument of writing, and such persons 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.

Linda Sevier  
Notary Public

My Appointment expires:  
April 13, 1990



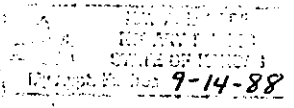
STATE OF KANSAS )  
 ) ss.  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this 31st day of December, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ROSALYN W. GORE, a single woman, 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.

Kay P. Labree  
Notary Public

My Appointment expires:  
September 14, 1988



Law Department

Mike Lindebak, City Engineer

Doug Moshier

268-4266

Lots 1 and 2, Block 1, Northborough 3rd Addition

February 26, 1987

This agreement is in the same form mat as the Manor Care of Kansas, Inc. -  
Agreement that was approved by your office on May 29, 1986.

If you have any questions, please feel free to contact me.

/co

Attach.



To: Mr. Robert W. Kaplan

KAPLAN, McMILLAN AND HARRIS

430 N. Market

Wichita, KS 67202



INSURANCE  
MANAGEMENT  
ASSOCIATES, INC.

600 IMA PLAZA  
250 NORTH WATER  
WICHITA, KANSAS 67202

RECEIVED  
2/2/87

316-267-9221

Regarding: Bond for T. J. LAND & CATTLE & COMPANY

Date: 1-30-87

Mr. Kaplan:

Attached are the executed bond forms and an application for the bond. Please complete the agreement date and execution date on the bond form and also date the Power of Attorney where indicated by an X as the same date of execution as the bond. When the bond is completed, please send us a copy. Also, please complete the application and have it signed and return to our office. I have enclosed a return envelope for your convenience.

Thank you.

Peggy Biby

Bond Department

LAW OFFICES

KAPLAN, MCMILLAN AND HARRIS

ROBERT W. KAPLAN  
CALVIN MCMILLAN  
CHARLES F. HARRIS  
JEFF DEWEY

LAW BUILDING  
430 NORTH MARKET  
WICHITA, KANSAS 67202  
316-262-5175

February 16, 1987

Mr. Gary Wiley  
Professional Engineering Consultants  
1440 East English  
Wichita, KS 67211

RE: Northborough

Dear Gary:

Per our telecon this morning, enclosed are the following:

1. Memorandum from IMA.
2. Bond, Power of Attorney and application from IMA.
3. Checks from Beren, Gore and T. J. Land & Cattle Company.

Bob asks that you please comply with the instructions in IMA's memo.

Sincerely,



(Mrs.) Judy A. Summitt  
Secretary to Robert W. Kaplan

Enclosures

ROSALYN W. GORE  
SPECIAL ACCOUNT  
125 NORTH MARKET, SUITE 1750  
WICHITA, KS 67202

878

PAY  
TO THE  
ORDER OF

City of Wichita

January 21 19 87

40-54/1011

Five Thousand, One Hundred Twenty Five and 23/100

\$ 5,125.23



WICHITA, KANSAS 67201-0637

FOR Northborough Addition - Paving

Andrew E. Gore

⑈000878⑈ ⑆101100540⑆ 712 8606⑈

DOLLARS

BANK IV  
WICHITA, KA  
Wichita, Kansas

4032

PAY  
TO THE  
ORDER OF

City of Wichita

January 21 19 87

40-4/1011

\$ 3843.92

Three Thousand Eight Hundred Forty-three and 92/100

DOLLARS

	Paving Expense		
	Northborough		
	First of Five Installments		

ROBERT M. BEREN

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED.

⑈004032⑈ ⑆101100045⑆ ⑈2 06 106 6⑈

KAPLAN AND McMILLAN

ATTORNEYS-AT-LAW

LAW BUILDING, 430 N. MARKET 262-5175

WICHITA, KS 67202

1279

PAY  
TO THE  
ORDER OF

City of Wichita

February 16 19 87

40-54  
1011

\$ 3,843.92

Three Thousand Eight Hundred Forty-Three and 92/100\* \* \* \* \* DOLLARS



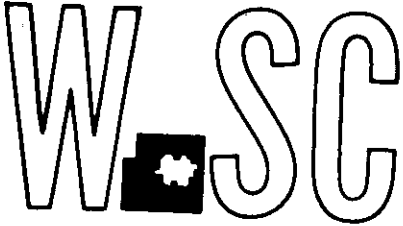
WICHITA, KANSAS 67201

KAPLAN AND McMILLAN  
TRUST ACCOUNT

FOR Northborough - Paving Expense  
T. J. Land & Cattle Company

⑈00001279⑈ ⑆101100540⑆ 016 9805⑈

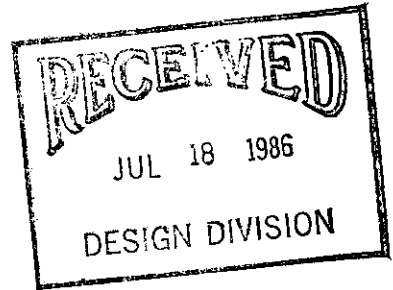
WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING  
DEPARTMENT

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

July 17, 1986



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

Re: Final Plat S/D 86-55 - NORTHBOROUGH 3RD ADDITION

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, July 17, 1986, 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 the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee the paving of Stratford and Rockhill from the north line of this plat to Bramblewood. This guarantee shall provide for the construction of sidewalks on each side of this street. (commercial, office and multi-family zoning)
- D. The applicant shall submit a sidewalk certificate which requires the construction of a sidewalk on the east side of Bramblewood at the time of development of Lots 1 and 3, Block 1. (Commercial and Office Zoning) 8-103 (B)(1)(C) Subdivision Regulations and City Ordinance 36-327 Section 3 (C)(4).
- E. The applicant shall guarantee the storm water sewer and storm drain required by the platting of this property.
- F. The applicant shall either abandon or amend the existing petitions on file for this property. If projects are to be abandoned as a result of this replat, the applicant shall pay off the charges against the abandoned projects.
- G. The applicant shall guarantee the construction of a decel lane for Woodlawn, south of Rockhill.

C  
O  
P  
Y



# *Manor Care, Inc.*

10750 Columbia Pike, Silver Spring, Maryland 20901  
(301) 681-9400 Telex 90-8148

August 31, 1988

City of Wichita  
City Treasurer  
455 North Main  
Wichita, KS 67202

Dear Mr. Rae:

Enclosed is a check for \$7,037.66 which represents payment of our special assessment tax on the nursing home project on 21st Street.

Sincerely,



Ron Vernon

Enclosure

REV/RD

cc: Mike Ferguson



**CITY OF WICHITA**

Invoice **NO. 115082**  
Date November 29, 19 88  
Mo. Day Year

Division of Engineering

Fund Activity Pgm.	Amount
330-40114-051	\$12,813.08
<b>TOTAL</b>	<b>\$12,813.08</b>

Mr. Robert W. Kaplan  
Kaplan, McMillan & Harris  
430 N. Market  
Wichita, KS 67202

**IMPORTANT!**  
RETURN DUPLICATE COPY WITH YOUR  
REMITTANCE TO —  
**CITY TREASURER,**  
455 NORTH MAIN  
WICHITA, KANSAS 67202

29-028

QUANTITY	DESCRIPTION	TERMS — NET, 10 DAYS	
		UNIT PRICE	AMOUNT
	Special assessments - Lot 1 & 2, Block 1, Northborough 3rd Addition (21st Street)  3rd Payment (November 1988)		\$12,813.08
	<i>Now billing</i>		



CITY OF WICHITA

RECEIVED

Invoice NO. 115082 11/30/88  
Date November 29, 1988  
Mo. Day Year

Division of Engineering

Fund Activity Pgm.	Amount
330-40114-051	\$12,813.08
TOTAL	\$12,813.08

Mr. Robert W. Kaplan  
Kaplan, McMillan & Harris  
430 N. Market  
Wichita, KS 67202

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455 NORTH MAIN  
WICHITA, KANSAS 67202

29-028

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Special assessments - Lot 1 & 2, Block 1, Northborough 3rd Addition (21st Street)  3rd Payment (November 1988)		\$12,813.08

TERMS — NET, 10 DAYS

LAW OFFICES

KAPLAN, MCMILLAN AND HARRIS

ROBERT W. KAPLAN  
CALVIN MCMILLAN  
CHARLES F. HARRIS

LAW BUILDING  
430 NORTH MARKET  
WICHITA, KANSAS 67202  
316-262-5175

December 14, 1988

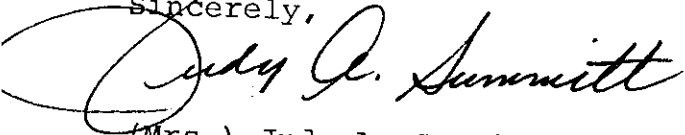
City Treasurer  
City Hall  
455 North Main  
Wichita, Kansas 67202

RE: Invoice No. 115082  
Special Assessments - Northborough 3rd Addition

To Whom It May Concern:

Enclosed is our firm trust account check in the amount of \$8,969.16 in partial payment of the referenced invoice. We will be remitting the balance of \$3,843.92 in the near future.

Sincerely,



(Mrs.) Judy A. Summitt  
Secretary to Robert W. Kaplan

Enclosure



INSURANCE  
MANAGEMENT  
ASSOCIATES, INC.

WICHITA • TOPEKA • DENVER

January 18, 1991

Cheryl Dunbar  
CITY OF WICHITA PUBLIC WORKS  
455 North Main Street  
Wichita, Kansas 67202

Dear Ms. Dunbar,

Enclosed please find a copy of the bond for Northborough Third Addition, Document AR-09853, Customer # 003444, and evidence that the obligation of the bond has been fulfilled.

Please release liability on the bond and the surety company that has underwritten it at your earliest convenience.

Thank you for your assistance.

Sincerely,

Jehanne Pachankis-Webb  
Bond Underwriter

600 IMA PLAZA  
250 NORTH WATER  
WICHITA, KANSAS 67202



316-267-9221  
TWX 910-741-6997  
FACSIMILE 316-266-6254



INSURANCE  
MANAGEMENT  
ASSOCIATES, INC.

WICHITA • TOPEKA • DENVER

January 18, 1991

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Wichita, Kansas 67202

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Bond Underwriter

600 IMA PLAZA  
250 NORTH WATER  
WICHITA, KANSAS 67202



316-267-9221  
TWX 910-741-6997  
FACSIMILE 316-266-6254

THE CITY OF WICHITA  
OFFICE OF PUBLIC WORKS - ENGINEERING

DATE: January 23, 1991

TO: Twila Nelson, City Clerk's Office

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

SUBJECT: Bond No. CK71511-92  
(Northborough 3rd Addition)

Final payment has been received and the above referenced bond can be released. A copy of the bond and the letter requesting release is attached.

ML/BM:guz

Bond No. CK71511-92

KNOW ALL MEN BY THESE PRESENTS: That ROSALYN W. GORE, ROBERT M. and JOAN S. BEREN and T. J. LAND & CATTLE & COMPANY, a Colorado corporation, as principals, hereinafter called Principals, and Commercial Union Insurance Company, a corporation organized under the laws of the State of Massachusetts, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Wichita, Kansas, as Obligee, hereinafter called Obligee, for the use and benefit of the Obligee as herein below defined in the amount of FIFTY-ONE THOUSAND TWO HUNDRED FIFTY-TWO AND 24/100 (\$51,252.24) for the payment whereof Principals and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

WHEREAS, Principals have by written agreement dated 11/10/86, 1986 entered into an agreement with the City of Wichita, Kansas for payment of the costs for certain improvements consisting of paving on 21st Street contiguous to Lot 1 and Lot 2, Block 1, Northborough 3rd Addition, an addition located in Wichita, Sedgwick County, Kansas, said agreement being by reference incorporated herein and made a part hereof and is hereinafter referred to as the "Agreement".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that, if Principals shall promptly make payment to Obligee as defined in the Agreement, then this obligation shall be void; otherwise to remain in full force and effect.

EXECUTED this 30th day of January, 1987.

T. J. LAND & CATTLE COMPANY,  
A Colorado Corporation

By Teena J. Slatkin  
Teena J. Slatkin, President

Robert M. Beren  
ROBERT M. BEREN

Joan S. Beren  
JOAN S. BEREN

Rosalyn W. Gore  
ROSALYN W. GORE

Principals

COMMERCIAL UNION INSURANCE COMPANY

By Richard A. Bumgardner  
Attorney-in-Fact Richard A. Bumgardner  
Surety

Bond No. CK71511-92

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EXECUTED this 30th day of January, 1987.

T. J. LAND & CATTLE COMPANY,  
A Colorado Corporation

By Teena J. Slatkin  
Teena J. Slatkin, President

Robert M. Beren  
ROBERT M. BEREN

Joan S. Beren  
JOAN S. BEREN

Rosalyn W. Gore  
ROSALYN W. GORE

Principals

COMMERCIAL UNION INSURANCE COMPANY

By Richard A. Bumgardner  
Attorney-in-Fact Richard A. Bumgardner  
Surety



City of Wichita, Kansas

ACCOUNTS RECEIVABLE INVOICE

DOCUMENT  
AR-09853

DATE  
12/03/90

FISCAL PERIOD  
12/90

CUSTOMER NUMBER: 003444

DUE DATE: 12/03/90

KAPLAN, McMILLAN & HARRIS

430 N. MARKET  
ATTN: ROBERT KAPLAN  
WICHITA, KS 67202

REMIT TO:  
PUBLIC WORKS  
CHERYL DUNBAR

CITY OF WICHITA  
455 N. MAIN  
WICHITA, KS 67202

BILLING DEPARTMENT: 060017 PUBLIC WORKS

L N	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
A	SPECIAL ASSESSMENT 21ST LOT 1 & 2 B	1	EA	12813.08	12813.08

*1/9/91  
Pd. #8, 969.16  
Trust #1661  
(Bal. of \$3,843.92  
from Lehen  
still due)*

TOTAL DUE 12813.08

RETURN ONE COPY OF THIS INVOICE WITH YOUR PAYMENT.

FORM NO.: 000-006

REVISION DATE: 10/17/88

**KAPLAN AND MCMILLAN**  
ATTORNEYS-AT-LAW  
LAW BUILDING, 480 N. MARKET  
WICHITA, KS 67202

1661

PAY TO THE ORDER OF City of Wichita

January 9 1991 40-54  
1011

Eight thousand Nine Hundred Sixty-Nine and 16/100 \* \* \* \* \* \$ 8,969.16 DOLLARS



KAPLAN AND MCMILLAN  
TRUST ACCOUNT

Partial payment of Northborough  
FOR assessment (Customer #003444)  
#00001651# @ 101100540# 016 9805#

*[Signature]*

**KAPLAN AND McMILLAN**  
ATTORNEYS-AT-LAW

LAW BUILDING, 430 N. MARKET  
WICHITA, KS 67202 262-5175

1669

January 14 1991

40-54  
1011

Pay TO THE ORDER OF City of Wichita

\$ 3,843.92

Three thousand Eight Hundred Forty-Three and 92/100 \* \* \* \* DOLLARS



KAPLAN AND McMILLAN  
TRUST ACCOUNT

Balance of Northborough assessment  
For Customer #003444

⑆00001669⑆ ⑆101100540⑆ 01E 9805⑆

Cash  Check  Date 1-15-91  
Mo. Day Year

Fund No. Account No. Invoice No. Amo 0

JWD # PR-09853

Wichita, Kansas \_\_\_\_\_ 19\_\_

The City



No. 865917  
of Wichita

\$ 12,813.08

Received of Robert McMillen & Partners

The Sum of 12,813.08

100 DOLLARS

Being For Special Assessment

Department P.W.

CR

Collector

TOTAL

ACME LITHOGRAPHERS, INC. - WICHITA, KS 67211 1987/AE  
000-007

ENGINEERING

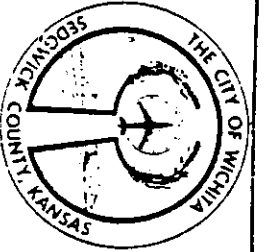
Nº 0264

FUND				AMOUNT
1.	300194	9000		
2.	300038	9002	001PSS Sanitary Sewer Petition	
3.	300038	9002	002PSW Storm Water/Drain Petition	
4.	300038	9002	003PWS Water Petition	
5.	300038	9002	004PPV Paving Petition	
6.	300095	6014	Special Assessments, Northborough 2nd Addn (Manor Care of Wichita)	7,037.66
7.				
8.				
9.				
0.	<i>Invoice # AR 02990 A</i>			

6081 1 3 09/29/89 CASH  
 11:14 AM 7037.66 TR 1  
 11:14 AM 7037.66 TOTL  
 & TRUST ACT# 70-12373-07  
 CITY OF WICHITA  
 FOR DEP ONLY KSR  
 7037.66 TOTL  
 7037.66 CHEK  
 09/29/89

TOTAL AMOUNT 7,037.66

Collected By: ENGR *ms* / 9/29/89  
 Dept./Div. Initial Date



City of Wichita, Kansas

ACCOUNTS RECEIVABLE TRANSACTION REQUEST

*AR 02990*

DOCUMENT	IR
DATE	89   08   08
FISCAL PERIOD	89   08

INVOICE NUMBER:  CUSTOMER NUMBER:  DUE DATE:

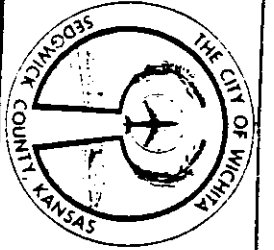
CUSTOMER ATTN: Manor Care of Kansas, Inc.  
10750 Columbia Pike

REMITTED TO:  ATTN:

BILLING DEPT:  PER:

L	S	TXN	INDEX	SOBJ	PROJ/	QTY	U/M	UNIT PRICE	EXTENDED	SUBSIDIARY	DESCRIPTION
N	X	CODE	CODE	CODE	USER				AMOUNT		
01	A	115	300095	6014				7,037.66	7,037.66		Special Assessments (21st St. - Lot 1, Block 1, Northborough 2nd Addn.) Agreement dated 6/18/86
02	B										
03	C										
04	D										
05	E										
06	F										
07	G										
08	H										
09	I										
10	J										
TC Hash									7,037.66	Document Amount	

SUBMITTED BY: Mary Santiago (1-71)



City of Wichita, Kansas

ACCOUNTS RECEIVABLE TRANSACTION REQUEST

# 07822

INVOICE NUMBER: [ ]

CUSTOMER NUMBER: [ ]

DUE DATE: [ ]

CUSTOMER ATTN: Manor Care of Kansas Inc.  
10750 Columbia Pike

REMITTED TO: [ ]

ATTN: [ ]

BILLING DEPT: [ ]

PER: [ ]

L	S	TXN	INDEX	SOBJ	PROJ /	QTY	U/M	UNIT PRICE	EXTENDED	SUBSIDIARY	DESCRIPTION
N	X	CODE	CODE	CODE	USER				AMOUNT		
01	A	115	300095	6014				7,037.66	7,037.66		Special Assessments (21st St. - Lot 1
02	B										Block 1, Northborough 2nd Addn.)
03	C										Agreement dated 6/18/86
04	D										
05	E										
06	F										
07	G										
08	H										
09	I										
10	J										

115 TC Hash

7,037.66

Document Amount

SUBMITTED BY: *Mary Jo Santos*

*July 15/88*

FORM NO.:

FAM435 / FAM436

REVISION DATE: 09/19/88



City of Wichita, Kansas

ACCOUNTS RECEIVABLE INVOICE

DOCUMENT

AR-07202

DATE

07/16/90

FISCAL PERIOD

07/90

CUSTOMER NUMBER: 025019

DUE DATE: 07/16/90

MANOR CARE OF KANSAS, INC  
ATTN: RON VERNON

10750 COLUMBIA PIKE  
ATTN: RON VERNON  
SILVER SPRING, MO 20910

REMIT TO:  
PUBLIC WORKS  
CHERYL OBERLECHNER  
CITY OF WICHITA  
455 N. MAIN  
WICHITA, KS

#486

0140-5

676202

BILLING DEPARTMENT: 060017 PUBLIC WORKS

LN	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
A	SPECIAL ASSESS. 21ST ST-LOT1 BLK 1	1	EA	7037.66	7.037.66

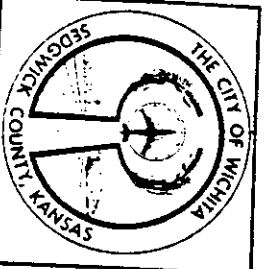
TOTAL DUE

7.037.66

RETURN ONE COPY OF THIS INVOICE WITH YOUR PAYMENT

FORM NO.: 000-006

REVISION DATE: 10/17/88



City of Wichita, Kansas

ACCOUNTS RECEIVABLE TRANSACTION REQUEST

A R 09853

INVOICE NUMBER:

[Redacted]

CUSTOMER NUMBER:

003444

DUE DATE:

[Redacted]

DOCUMENT  
IR  
DATE 09/11/88  
FISCAL PERIOD 9011

CUSTOMER ATTN:

Kaplan, Mr William & Hobbs REMITTED TO:  
430 W. Market  
Wichita, KS 67202

ATTN:

010017  
Check Number

BILLING DEPT:

PER: [Redacted] Numbers

L	S	TXN	INDEX	SOBJ	PROJ /	QTY	U/M	UNIT PRICE	EXTENDED	SUBSIDIARY	DESCRIPTION
N	X	CODE	CODE	CODE	USER				AMOUNT		
01	A	115	300095	6014				12,813.08	12,813.08		Special Reamament 121st Street lot 1 + 2, Block 1, North- barnes 3rd Addn. Agreement dated 11-10-86 ( <del>from</del> <del>attached</del> )
02	B										
03	C										
04	D										
05	E										
06	F										
07	G										
08	H										
09	I										
10	J										

115 TC Hash

12,813.08

Document Amount

SUBMITTED BY:

M [Signature]

FORM NO.:

FAM435 / FAM436

REVISION DATE: 09/19/88

THE CITY OF WICHITA  
OFFICE OF PUBLIC WORKS - ENGINEERING

DATE: August 28, 1990

TO: Twila Nelson, City Clerk's Office

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

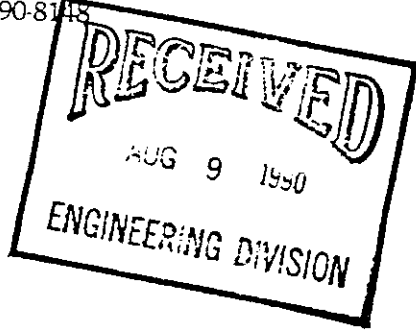
SUBJECT: Bond No. 400 HJ 8288  
Manor Care of Kansas,  
Inc. (Northborough 2nd  
Addition)

Final payment has been received and the above referenced bond can be released. A copy of the letter from Manor Care, Inc. requesting release is attached.

*MEL*  
MEL/HM:wt  
Attach.

# Manor Care, Inc.

10750 Columbia Pike, Silver Spring, Maryland 20901  
(301) 681-9400 Telex 90-8148



August 3, 1990

Mr. Bill Morris  
Department of Public Works  
City Hall - Seventh Floor  
455 North Main Street  
Wichita, Kansas 67202

Re: Bond No. 400 HJ 8288 - St. Paul Fire & Marine  
Manor Care of Kansas, Inc.  
Street Improvements - 21st Street, adj Lot 1,  
Block 1-Northborough

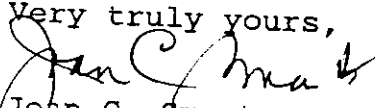
Dear Mr. Morris:

In July 1986, Manor Care agreed to pay the City of Wichita five annual payments of \$7,037.66 to cover the costs of the captioned improvements. To insure these annual payments a surety bond was purchased.

According to our records, the final installment was paid and we attach a copy of the relevant invoice for your reference.

Please submit a letter of release in order that we might cancel this bond.

Very truly yours,

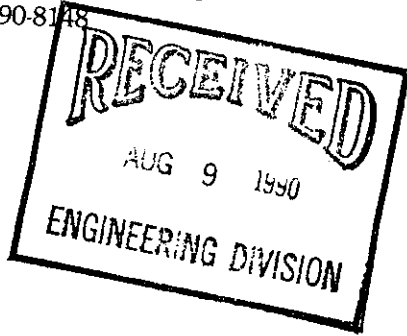
  
Joan C. Smart  
Risk Management Analyst

Attachment

cc: Paul Smith, Cash Management  
Charles Haddon, Real Estate

# Manor Care, Inc.

10750 Columbia Pike, Silver Spring, Maryland 20901  
(301) 681-9400 Telex 90-8148



August 3, 1990

Mr. Bill Morris  
Department of Public Works  
City Hall - Seventh Floor  
455 North Main Street  
Wichita, Kansas 67202

Re: Bond No. 400 HJ 8288 - St. Paul Fire & Marine  
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Street Improvements - 21st Street, adj Lot 1,  
Block 1-Northborough

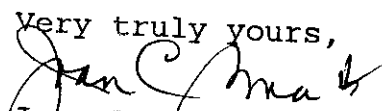
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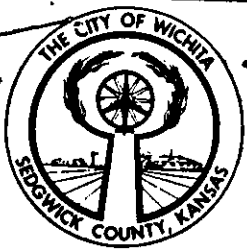
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Very truly yours,

  
Joan C. Smart  
Risk Management Analyst

Attachment

cc: Paul Smith, Cash Management  
Charles Haddon, Real Estate



City of Wichita, Kansas

JUL 30 1990

DOCUMENT

AR -07822

DATE

07/16/90

ACCOUNTS RECEIVABLE INVOICE

FISCAL PERIOD

07/90

CUSTOMER NUMBER: 025019

DUE DATE: 07/16/90

HANOR CARE OF KANSAS, INC  
ATTN: RON VERNON

10750 COLUMBIA PIKE  
ATTN: RON VERNON  
SILVER SPRING, MO 20910

REMIT TO:  
PUBLIC WORKS  
CHERYL OBERLECHNER #486

CITY OF WICHITA 0140-5  
455 N. MAIN  
WICHITA, KS 676202

BILLING DEPARTMENT: 060017 PUBLIC WORKS

LN	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
A	SPECIAL ASSESS. 21ST ST-LOT 1 BLK 1	1	EA	7037.66	7,037.66

DUE DATE	
<i>(Wichita)</i>	
Facility Code	Vendor Number
486	0140-5
Invoice Date	Invoice Number
07/16/90	071690
Approved By	Approval Date
<i>[Signature]</i>	<i>[Signature]</i>
Account	Amount
168,000	7,037.66
<i>(Site Improvements)</i>	

RECEIVED  
AUG 3 1990  
RISK MANAGEMENT DEPT.

IE COPY  
TTANCE

From checks 4809

9-2-90

Paul,

I was told to give this invoice to you as it is a construction cost. This should be our last payment. We need to check if there are any outstanding bonds associated with this. Thank - Charles Hadden

TOTAL DUE 7,037.66

THIS INVOICE WITH YOUR PAYMENT

FORM NO.: 000-006

REVISION DATE: 10/17/88

Bond No. CK71511-92

KNOW ALL MEN BY THESE PRESENTS: That ROSALYN W. GORE, ROBERT M. and JOAN S. BEREN and T. J. LAND & CATTLE & COMPANY, a Colorado corporation, as principals, hereinafter called Principals, and Commercial Union Insurance Company, a corporation organized under the laws of the State of Massachusetts, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Wichita, Kansas, as Oblige, hereinafter called Oblige, for the use and benefit of the Oblige as herein below defined in the amount of FIFTY-ONE THOUSAND TWO HUNDRED FIFTY-TWO AND 24/100 (\$51,252.24) for the payment whereof Principals and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

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EXECUTED this 30th day of January, 1987.

T. J. LAND & CATTLE COMPANY,  
A Colorado Corporation

By Teena J. Slatkin  
Teena J. Slatkin, President

Robert M. Beren  
ROBERT M. BEREN

Joan S. Beren  
JOAN S. BEREN

Rosalyn W. Gore  
ROSALYN W. GORE

Principals

COMMERCIAL UNION INSURANCE COMPANY

By Richard A. Bumgardner  
Attorney-in-Fact Richard A. Bumgardner  
Surety

Bond No. CK71511-92

KNOW ALL MEN BY THESE PRESENTS: That ROSALYN W. GORE, ROBERT M. and JOAN S. BEREN and T. J. LAND & CATTLE & COMPANY, a Colorado corporation, as principals, hereinafter called Principals, and Commercial Union Insurance Company, a corporation organized under the laws of the State of Massachusetts, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Wichita, Kansas, as Obligee, hereinafter called Obligee, for the use and benefit of the Obligee as herein below defined in the amount of FIFTY-ONE THOUSAND TWO HUNDRED FIFTY-TWO AND 24/100 (\$51,252.24) for the payment whereof Principals and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

WHEREAS, Principals have by written agreement dated                     , 1986 entered into an agreement with the City of Wichita, Kansas for payment of the costs for certain improvements consisting of paving on 21st Street contiguous to Lot 1 and Lot 2, Block 1, Northborough 3rd Addition, an addition located in Wichita, Sedgwick County, Kansas, said agreement being by reference incorporated herein and made a part hereof and is hereinafter referred to as the "Agreement".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that, if Principals shall promptly make payment to Obligee as defined in the Agreement, then this obligation shall be void; otherwise to remain in full force and effect.

EXECUTED this 30th day of January, 1987.

T. J. LAND & CATTLE COMPANY,  
A Colorado Corporation

By Teena J. Slatkin  
Teena J. Slatkin, President

Robert M. Beren  
ROBERT M. BEREN

Joan S. Beren  
JOAN S. BEREN

Rosalyn W. Gore  
ROSALYN W. GORE

Principals

COMMERCIAL UNION INSURANCE COMPANY

By Richard A. Bumgardner  
Attorney-in-Fact Richard A. Bumgardner  
Surety

Bond No. CK71511-92

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EXECUTED this 30th day of January, 1987.

T. J. LAND & CATTLE COMPANY,  
A Colorado Corporation

By Teena J. Slatkin  
Teena J. Slatkin, President

Robert M. Beren  
ROBERT M. BEREN

Joan S. Beren  
JOAN S. BEREN

Rosalyn W. Gore  
ROSALYN W. GORE

Principals

COMMERCIAL UNION INSURANCE COMPANY

By Richard A. Bumgardner  
Attorney-in-Fact Richard A. Bumgardner  
Surety

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

BE IT REMEMBERED, That on this 9<sup>th</sup> day of ~~December~~ <sup>January</sup>, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came TEENA J. SLATKIN, personally known to me to be the President of T. J. Land & Cattle Company, a Colorado corporation, and 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.

Valerie R. Lip  
Notary Public  
3773 Cherry Creek N.W. Dr. #745 Denver, CO 80209

My Appointment expires: My Commission Expires  
December 18, 1988

STATE OF KANSAS )  
 ) ss.  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this 2nd day of ~~December~~ <sup>January</sup>, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ROBERT M. BEREN and JOAN S. BEREN, husband and wife, personally known to me to be the same persons who executed the within instrument of writing, and such persons 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.

Linda Sevier  
Notary Public

My Appointment expires:  
April 13, 1990



STATE OF KANSAS )  
 ) ss.  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this 31st day of December, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ROSALYN W. GORE, a single woman, 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.

Kay P. LaGree  
Notary Public

My Appointment expires:  
September 14, 1988