

ROBBINS REALTY

5301 SOUTH BROADWAY (316) 522-1587
WICHITA, KANSAS 67216



January 12, 1983

Engineering Division
Department of Public Works
The City of Wichita
455 North Main Street
Wichita, Kansas 67202

Attention Mr. Ray Bruggeman

Re: Riverside 4th Addition

Gentlemen:

We are submitting our request to the U. S. Department of Housing and Urban Development for an environmental review of the referenced subdivision. They require certain information from your office in their review of our application.

Since the subdivision is flat and drainage is accomplished by "roller-coaster" streets, storm sewers and a storm water detention pond, in lieu of a subdivision plan with elevation contour lines, they will accept your certification that the streets, sewers and associated drainage is built to city of Wichita standards.

They further require assurances that the city will provide future maintenance for the streets and sewers that have been installed.

We are sending copies of our recorded plat, drainage plan, copies of our recorded Covenants and Restrictions, and by copy of this letter are advising them to expect the above-requested information directly from your office.

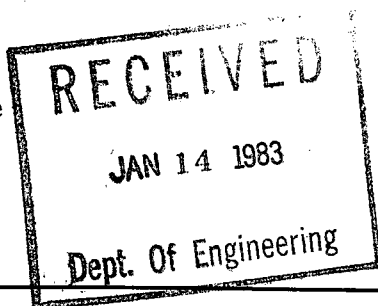
Sincerely,

ROBBINS REALTY

A handwritten signature in cursive script that reads "Richard S. Robinson". The signature is written in black ink and is positioned above the typed name.

Richard S. Robinson
Managing Partner

Enclosure



January 17, 1983

U. S. Department of Housing and Urban Development
Region VII
Professional Building
1103 Grand
Kansas City, Missouri 64106

Subject: Improvement in Riverside 4th Addition
Wichita, Kansas

Gentlemen:

The pavement, storm drains and sanitary sewers have been constructed in the Riverside 4th Addition. These improvements have been constructed in conformance with the plans and specifications of the City of Wichita.

The City of Wichita through its Operations and Maintenance Department will provide continuous maintenance of the pavement and the Department of Water and Water Pollution Control will provide continuous maintenance of the sanitary sewers and the storm drains.

Yours truly,

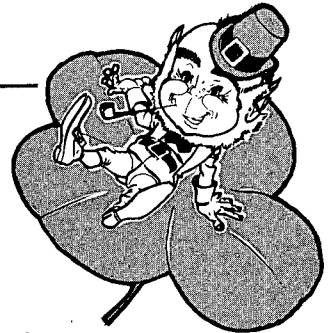
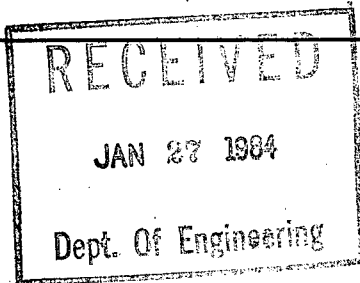


R. W. Bruggeman, P. E.
Director of Engineering

RWB:gr

cc: Richard S. Robinson, Managing Partner, Robbins Realty
John Wynkoop, Director of Water and Water Pollution Control
David Stowe, Director of Operations and Maintenance





5301 South Broadway
Wichita, Kansas 67216
January 26, 1984

Mr. Mike Lindebak
City Engineer/Design Division
City Hall - Seventh Floor
455 North Main Street
Wichita, Kansas 67202

Re: Orchard Park Lake Estates
(a replat of a part of River-
side 4th Addition), City
of Wichita

Dear Mr. Lindebak:

We entered into an agreement with the City of Wichita, dated January 13, 1981, which allowed the platting of the referenced subdivision but held up the public improvements pending revised 100 year flood profiles. This agreement was filed of record with the Sedgwick County Register of Deeds on January 23, 1981, on film 460, page 376.

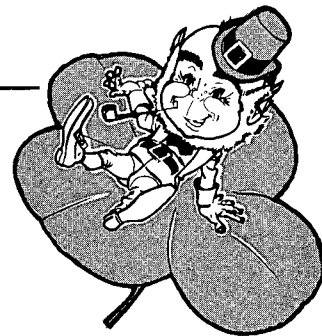
On December 1, 1981, Mr. R. W. Bruggeman, Director of Engineering/City Engineer, advised us that the elevations in the addition were above the revised 100 year flood profile and that public improvements would be installed. The public improvements have all been installed and all lots have been filled in accordance with the drainage plan for the subdivision.

On January 11, 1984, the U. S. Department of Housing and Urban Development sent us an approval letter for our subdivision and will now accept applications for mortgage insurance in the area. As a part of their study of the subdivision, they provided us with a copy of the revised 100 year flood profile that they had requested from FEMA.

Our title insurance company has requested that the City of Wichita now release the agreement, first mentioned above, since it provides an unnecessary "cloud" on the title. We will appreciate your taking the necessary steps to have a release filed of record.

ROBBINS
REALTY

Mr. Mike Lindebak
January 26, 1984
Page 2



I am enclosing copies of the pertinent documents, mentioned herein, for your information. Please do not hesitate to call me at 522-1587 if you need additional information.

Sincerely,

ROBBINS REALTY

W. Dale Cooper

W. Dale Cooper
Managing Partner

Enclosures:

Agreement
Letter/Bruggeman
FEMA/Greenhorn & O'Mara Memo

ROBBINS
REALTY

THE CITY OF WICHITA
OFFICE OF City Engineer

DATE January 31, 1984

TO Tom Powell, Senior Assistant City Attorney
FROM Mike Lindebak, City Engineer

SUBJECT Building Agreement for
Riverside 4th Addition

Please prepare the necessary instrument to vacate the
attached agreement.



Mike Lindebak
City Engineer

ML:bgr

Attachments

7

THE CITY OF WICHITA

OFFICE OF LAW DEPARTMENT

DATE February 9, 1984

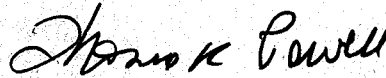
TO Mike Lindebak, City Engineer

FROM Thomas R. Powell, Senior Assistant City Attorney

SUBJECT Release of Restrictions

Find attached a document entitled "Release of Restrictions" that I prepared relating to the request set forth in the letter to you from W. Dale Cooper pertaining to certain land in Riverside 4th Addition.

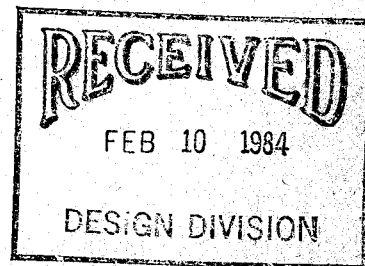
If the release is not satisfactory to the parties involved, please let me know.



Thomas R. Powell
Senior Assistant City Attorney

TRP:cdh

Attachment



THE CITY OF WICHITA
OFFICE OF City Engineer

DATE February 28, 1984

TO Don Gisick, City Clerk
FROM Mike Lindebak, City Engineer

SUBJECT Release of Restrictions -
Riverside 4th Addition

Attached please find subject Release of Restrictions, prepared by the Department of Law, which I have executed and had notarized.

Please attest the instrument, have it recorded with the Register of Deeds and file in your files.

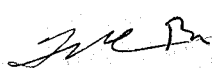
I would appreciate a copy of the recorded instrument for our files.



Mike Lindebak
City Engineer

ML:hgr

Attachment



RELEASE OF RESTRICTIONS

WHEREAS, W. Dale Cooper and Richard S. Robinson, Jr., doing business as Robbins Realty, a partnership, entered into an agreement with the City of Wichita, Kansas, on the 13th day of January, 1981; and

WHEREAS, said agreement was filed of record with the Register of Deeds of Sedgwick County, Kansas, at Film 460, page 376; and

WHEREAS, in said agreement said partnership and said City agreed that public improvements would not be installed in Blocks 1, 2, 3, 4, and 5 of Riverside Addition to the City of Wichita, Sedgwick County, Kansas, which is real property owned by the partnership, until such is approved in writing by the City of Wichita, Kansas, City Engineer; and

WHEREAS, the partnership and the City further agreed that building permits would not be issued that would authorize structures to be built upon the real property described above until such is approved in writing by the City Engineer; and

WHEREAS, said agreement provides that the City Engineer's approval would be made upon the finding that the above-described real property, because of public improvement, is no longer in a floodway as determined by the Federal Emergency Management Agency, Federal Insurance Administration "FEMA"; and

WHEREAS, FEMA has now determined that said above-described real property is no longer located in a floodway.

NOW, THEREFORE, Mike Lindebak, City Engineer for the City of Wichita, Kansas, finds that FEMA has removed the real property described above from the floodway and, based upon such findings, under authority granted in said agreement entered into on the 13th day of January, 1981, releases the restrictions placed on the real property described above as set forth in said agreement pertaining to no improvements being built on said real property and pertaining to not issuing building permits for structures to be built on said property because of the fact that the said property was in a floodway as the same is defined by FEMA.



Mike Lindebak, City Engineer

ATTEST:

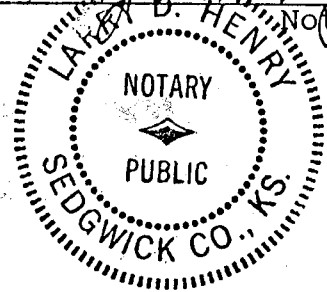
Donald C. Gisick, City Clerk

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 28th day of February, 1984, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mike Lindebak, City Engineer for the City of Wichita, Kansas, 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.

Larry D. Henry
Notary Public



My Appointment Expires:

Feb 6, 1988

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of September, 1980, by and between ROBBINS REALTY, a Partnership, with offices located in Wichita, Kansas, hereinafter called "Owners", and the Kansas Turnpike Authority, hereinafter called "Authority".

WITNESSETH, That,

WHEREAS, the Authority obtained a permanent drainage easement by eminent domain procedure in the District Court of the State of Kansas (A-55279), described as follows:

A strip of land, for permanent drainage easement, 150 feet in width, being 75 feet on either side of a Centerline in the N.E.1/4, S.W.1/4, Sec. 21, T-28-S, R-1-E of the 6th P.M. Sedgwick County, Kansas described as follows: Beginning at a point on the East line of said S.W.1/4 Sec. 21 a distance of 1784 feet North of the S.E. corner of said S.W.1/4 Sec. 21, being 150 feet more or less West at right angles to the Centerline tangent of the Kansas Turnpike Station 4606+00; thence Southwesterly at right angles to said Centerline tangent a distance of 895 feet more or less to the East line of the Riverside Drainage District containing 3.08 acres more or less. (Tract 7-7A)

Said strip of land shall hereinafter be called "Easement". The Authority has constructed a drainage ditch in such Easement, with a 48" concrete culvert equipped with flap gate connecting it to the Riverside Drainage Canal; and

WHEREAS, Owners warrant to the Authority that they own and are in possession of the NE/4 of the SW/4 of Section 21, Township 28 South, Range 1 East of the 6th Prime Meridian in Sedgwick County, Kansas, which lies between the Riverside Drainage Canal and the Kansas Turnpike, and which includes the Easement; and

WHEREAS, Owners desire to plat their property into a mobile home subdivision as described in the Preliminary Plat of Riverside Fourth Addition, which is attached hereto and made a part hereof and marked Exhibit "A"; and

WHEREAS, Owners have developed a drainage plan (Drawing 249-V-402) for their subdivision which incorporates the Authority's Easement, which is attached hereto and made a part hereof and marked Exhibit "B"; and

WHEREAS, Owners intend to construct a roadway and to pro-

wide utility easements across the Easement, to construct a lake surrounding the Easement, and to share in common usage of the concrete culvert and flap gate for the discharge of flood waters into the Riverside Drainage Canal.

NOW THEREFORE, the parties hereto, each in consideration of the covenants and agreements of the other, hereby mutually covenant and agree as follows:

1. The Authority approves the construction of a roadway and the provision of utility easements within such roadway, across the Easement, as indicated in Exhibit "A".
2. The Authority approves the construction of a lake surrounding the Easement and the sharing of a common usage of the concrete culvert and flap gate which connect the Easement with the Riverside Drainage Canal.
3. Owners, for themselves, their successors and assigns agree that during the existence and continuance of said Easement, they and each of them are hereby prohibited, enjoined and restrained from obstructing or inhibiting drainage in any manner in such Easement and they agree to maintain a clear outlet across the Easement for the existing Turnpike Culvert No. 101.
4. Owners, for themselves, their successors and assigns agree that during the existence and continuance of said Easement, that they will maintain said lake and surrounding shore-line, as provided in the Declaration of Protective Covenants, Riverside 4th Addition to the City of Wichita, Sedgwick County, Kansas, and that the maintenance of said lake, shore-line, Easement, culvert and flap gate will be at no cost to the Authority.
5. Owners shall protect, defend, indemnify and hold harmless the Authority from and against any and all claims, actions, liabilities, injuries, including without limitation death or damages to any person,



Greenhorne & O'Mara, Inc.

MAIN OFFICE • 6715 KENILWORTH AVENUE • RIVERDALE, MD. 20737-0455 • (301) 277-2121

ENGINEERS ARCHITECTS PLANNERS SCIENTISTS SURVEYORS PHOTOGRAMMETRISTS

Riverside 4th Address Wichita, KS

HUD Area Office 1105 Grand Kansas City, Missouri 64106 ATTENTION: Mr. Jim Hollis	HUD Kansas City Area Office RECEIVED FEB 25 1983	DATE 2/16/83	JOB NO.
		RE: Wichita, KS	
		Flood Insurance Study	
		FEB 16 / 83	

GENTLEMEN: By _____ Ref to _____

WE ARE SENDING YOU ATTACHED ~~UNDER SEPARATE COVER~~ THE FOLLOWING ITEMS:

- TRACINGS
- PRINTS
- COMPUTATIONS
- DESCRIPTIONS
- SPECIFICATIONS
- APPLICATIONS
- COPY OF LETTER
- See description

VIA: MAIL INSURED BY HAND MESSENGER PICK UP

COPIES	DATE OR NO.	DESCRIPTIONS
1		Preliminary of the Revised Floodplain and floodway delineations for South Slough

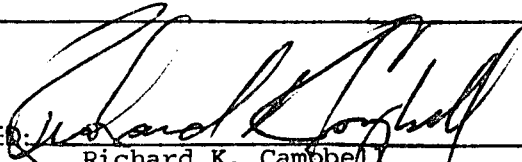
THESE ARE TRANSMITTED AS CHECKED BELOW:

- FOR APPROVAL
- FOR REVIEW
- FOR YOUR USE
- AS REQUESTED BY Mr. A. Schulz
FEMA Regional Office
- AS APPROVED BY _____
- AS SUBMITTED FOR APPROVAL TO _____
- _____
- PLEASE RETURN TO US AFTER USING

REMARKS: This is a copy of Greenhorne & O'Mara's work map for a revision to the Preliminary Flood Insurance Study in the vicinity of 55th Street. If you have any questions, please contact me.

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE.

CC: Al Schulz
Maynard E. Long

SIGNED: 
 Richard K. Campbell
 Assistant Project Manager

FAIRFAX, VA. • ROCKVILLE, MD. • ANNAPOLIS, MD. • N. HUNTINGDON, PA. • BECKLEY, W.V. • DENVER, CO.

Riverside

16

15

land
ybig

ZONE A3

LD

1270

1278

1269

1270

1270

1273

1270

ZONE A4

27

Sandpit

Scale
1"=1000'

SOUTH WICHITA
INTERCHANGE

Sandpit

Mona Kay Heights

Approx location
RIVERSIDE PARK
ORCHARD PARK
LAKE Estates
CORPORATED

RIVERSIDE

Storage Disposal

Street

zone B

Floodway

28

Backwater influence
from Arkansas River

27

TURNPIKE

ARKANSAS
CORPORATED

Waterwo

ARKANSAS

SOUTH STREET

BRID

Se

MIN

MONA

68

Garage

Storage Disposal

Storage Disposal

1253

52

1266

G

1275

Slough

BRASSA

Street

zone B

Floodway

28

Backwater influence
from Arkansas River

27

TURNPIKE

ARKANSAS
CORPORATED

Waterwo

ARKANSAS

SOUTH STREET

BRID

Se

MIN

MONA

68

Garage

Storage Disposal

Storage Disposal

1253

52

1266

G

1275

Slough

BRASSA

Street

zone B

Floodway

28

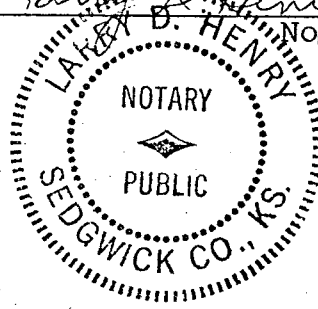
Backwater influence
from Arkansas River

27

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

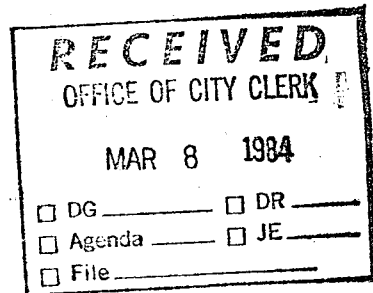
Larry D. Henry

Notary Public



My Appointment Expires:

Feb 6, 1988



REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 17th day of March, 1981
by and between ROBBINS REALTY, a Partnership
party of the First Part, hereinafter referred to as "Seller," whether one or more, and
Stanley E. Hutton and/or Sylvene Kleeman
party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Block 2, Lot 32
Riverside Fourth Addition to
the City of Wichita

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Twenty Seven Hundred Seventy One & No/100 (\$2,771.00) Dollars in manner following, to-wit: Two Hundred Seventy Seven and No/100 Dollars (\$277.00) in cash herewith; and
A credit of Two Hundred Seventy Five and No/100 Dollars (\$275.00) paid in accordance with Option Agreement dated June 4, 1980; and
Twenty Two Hundred Nineteen and No/100 Dollars (\$2,219.00) in cash at time of delivery of deed.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to Buyer for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

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

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY the sum of (\$277.00) Two Hundred Seventy Seven & No/100 Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of Not applicable. Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100% by seller and 0% by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the Seller cannot guarantee

WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)

Stanley E. Hutton

ROBBINS REALTY, a Partnership

By: Richard S. Robison
Seller Managing Partner

Buyer

11. (Continued) the date when such improvements will be completed, and that assessments for such improvements shall be paid by the Buyer.

12. It is understood and agreed between the parties hereto that the Seller intends to assign this Real Estate Purchase Contract with the down payment equal to ten percent of the purchase price to the City of Wichita. (City of Wichita Administrative Regulation AR-31, Revised, September 8, 1976) This Contract is assigned to the City to provide reasonable assurances that the City's credit will not be adversely affected by the installing and financing of public improvements (streets, drainage, sanitary sewers, water mains, etc.)

13. The seller agrees to install, or have installed, electric, telephone and natural gas service in the public easements that have been dedicated for such purpose, serving described real property.

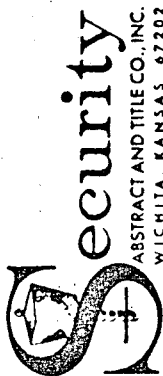
Multiple horizontal lines for additional text or notes.

Real Estate Contract

TO

Dated

Land



ABSTRACTS
TITLE INSURANCE
REAL ESTATE CLOSINGS

ROGER N. BELL
JOHN M. BELL
KENNETH P. BROWN

434 NORTH MAIN
Phone 267-8371

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 18th day of March, 1981
by and between ROBBINS REALTY, a Partnership
party of the First Part, hereinafter referred to as "Seller," whether one or more, and
KANSAS MOBILE HOMES OF WICHITA, Inc.
party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Block 3, Lots 1, 2, 7, 8, 9, 10, 11, 12, 13, 14, 15
Riverside Fourth Addition to and 16
the City of Wichita (12 lots)

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Thirty Six Thousand Eight Hundred Fourteen and No/100 (\$36,814.00)-----Dollars in manner following, to-wit: Thirty Six Hundred Eighty One and 40/100 Dollars (\$3,681.40) in cash herewith; and

A credit of Thirty Three Hundred and No/100 Dollars (\$3,300.00) paid in accordance with Option Agreement dated July 28, 1980; and

Cash and/or a note and mortgage in seller's usual form at time of delivery of deed in total amount of Twenty Nine Thousand Eight Hundred Thirty Two and 60/100 Dollars (\$29,832.60) See Paragraph 14 for details

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to Buyer

for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

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

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY the sum of Thirty Six Hundred Eighty One & 40/100 (\$3,681.40)----- Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of Not applicable. Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100 % by seller and 0 % by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the Seller cannot guarantee

WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)

KANSAS MOBILE HOMES OF WICHITA, Inc.

By: [Signature]

ROBBINS REALTY, a Partnership

By: [Signature]
Buyer

By: [Signature]
Seller Managing Partner

11. (Continued) the date when such improvements will be completed, and that assessments for such improvements shall be paid by the Buyer.

12. It is understood and agreed between the parties hereto that the Seller intends to assign this Real Estate Purchase Contract with the down payment equal to ten percent of the purchase price to the City of Wichita. (City of Wichita Administrative Regulation AR-31, Revised, September 8, 1976) This Contract is assigned to the City to provide reasonable assurances that the City's credit will not be adversely affected by the installing and financing of public improvements (streets, drainage, sanitary sewers, water mains, etc.)

13. The seller agrees to install, or have installed, electric, telephone and natural gas service in the public easements that have been dedicated for such purpose, serving described real property.

14. Seller agrees to finance 80% of the purchase price for a period not to exceed two years from the date of delivery of warranty deeds, at an interest rate to be determined on such date by adding two percentage points to the discount rates as quoted in the Wall Street Journal. (Discount rate is the charge on loans to member commercial banks by the New York Federal Reserve Bank)

Real Estate Contract

TO

Dated

Land



ABSTRACTS
TITLE INSURANCE
REAL ESTATE CLOSINGS

ROGER N. BELL
JOHN M. BELL
KENNETH F. BROWN

434 NORTH MAIN
Phone 267-8371

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 13th day of March, 1981 by and between ROBBINS REALTY, a Partnership party of the First Part, hereinafter referred to as "Seller," whether one or more, and Paul L. Rash and/or Syble O. Rash party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Block 1, Lot 4
Riverside Fourth Addition to
the City of Wichita

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Twenty Eight Hundred Sixty and No/100 (\$2,860.00) Dollars in manner following, to-wit: Two Hundred Eighty Six and No/100 Dollars (\$286.00) in cash herewith; and

A credit of Two Hundred Seventy Five and No/100 Dollars (\$275.00) paid in accordance with Option Agreement dated June 3, 1980; and

Twenty Two Hundred Ninety Nine and No/100 Dollars (\$2,299.00) in cash at time of delivery of deed.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to Buyer for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

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

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY the sum of Two Hundred Eighty Six & No/100 (\$286.00) Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of Not applicable. Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100% by seller and 0% by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the Seller cannot guarantee

WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)

Paul L. Rash
Paul L. Rash
Syble O. Rash Buyer

ROBBINS REALTY, a Partnership
By: Richard S. Robinson
Seller Managing Partner

11. (Continued) the date when such improvements will be completed, and that assessments for such improvements shall be paid by the Buyer.

12. It is understood and agreed between the parties hereto that the Seller intends to assign this Real Estate Purchase Contract with the down payment equal to ten percent of the purchase price to the City of Wichita. (City of Wichita Administrative Regulation AR-31, Revised, September 8, 1976) This Contract is assigned to the City to provide reasonable assurances that the City's credit will not be adversely affected by the installing and financing of public improvements (streets, drainage, sanitary sewers, water mains, etc.)

13. The seller agrees to install, or have installed, electric, telephone and natural gas service in the public easements that have been dedicated for such purpose, serving described real property.

Real Estate Contract

TO

Dated

Land



ABSTRACT AND TITLE CO., INC.
WICHITA, KANSAS 67202

ABSTRACTS
TITLE INSURANCE
REAL ESTATE CLOSINGS

ROGER N. BELL
JOHN M. BELL
KENNETH P. BROWN

434 NORTH MAIN
Phone 267-8371

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 18th day of March, 19 81
by and between ROBBINS REALTY, a Partnership
party of the First Part, hereinafter referred to as "Seller," whether one or more, and
Frank L. Rees
party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Block 4, Lot 14
Riverside Fourth Addition to
the City of Wichita

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Forty Seven Hundred Seventy Four and No/100 (\$4,774.00) Dollars in manner following, to-wit: Four Hundred Seventy Seven & No/100 Dollars (\$477.00) in cash herewith; and

A credit of Two Hundred Seventy Five and No/100 Dollars (\$275.00) paid in accordance with Option Agreement dated July 18, 1980;
and

Four Thousand Twenty Two & No/100 Dollars (\$4,022.00) paid in cash at time of delivery of deed.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to Buyer's Attorney for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

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

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY the sum of (\$477.00) Four Hundred Seventy Seven & No/100 Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of Not applicable. Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100% by seller and 0% by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the Seller cannot guarantee

WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)

Frank L. Rees

Frank L. Rees
Buyer

ROBBINS REALTY, a Partnership

By: Richard S. Robinson
Seller Managing Partner

11. (Continued) the date when such improvements will be completed, and that assessments for such improvements shall be paid by the Buyer.

12. It is understood and agreed between the parties hereto that the Seller intends to assign this Real Estate Purchase Contract with the down payment equal to ten percent of the purchase price to the City of Wichita. (City of Wichita Administrative Regulation AR-31, Revised, September 8, 1976) This Contract is assigned to the City to provide reasonable assurances that the City's credit will not be adversely affected by the installing and financing of public improvements (streets, drainage, sanitary sewers, water mains, etc.)

13. The seller agrees to install, or have installed, electric, telephone and natural gas service in the public easements that have been dedicated for such purpose, serving described real property.

Real Estate Contract

TO

Dated

Land



ABSTRACTS
TITLE INSURANCE
REAL ESTATE CLOSINGS

ROGER N. BELL
JOHN M. BELL
KENNETH P. BROWN

434 NORTH MAIN
Phone 267-8371

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 13th day of March, 1981, by and between ROBBINS REALTY, a Partnership party of the First Part, hereinafter referred to as "Seller," whether one or more, and Lucille M. Wilken party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Block 2, Lot 2
Riverside Fourth Addition to
the City of Wichita

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Twenty Seven Hundred Fifty and No/100 (\$2,750.00) Dollars in manner following, to-wit: Two Hundred Seventy Five and No/100 Dollars (\$275.00) in cash herewith; and

A credit of Two Hundred Seventy Five and No/100 Dollars (\$275.00) paid in accordance with Option Agreement dated June 11, 1980; and

Twenty Two Hundred and No/100 Dollars (\$2,200.00) in cash at time of delivery of deed.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to Buyer for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

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

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY the sum of Two Hundred Seventy Five and No/100 (\$275.00) Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of Not applicable Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100% by seller and 0% by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the Seller cannot guarantee

WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)

Lucille M. Wilken
Lucille M. Wilken
Buyer

ROBBINS REALTY, a Partnership
By: [Signature]
Seller Managing Partner

11. (Continued) the date when such improvements will be completed, and that assessments for such improvements shall be paid by the Buyer.

12. It is understood and agreed between the parties hereto that the Seller intends to assign this Real Estate Purchase Contract with the down payment equal to ten percent of the purchase price to the City of Wichita. (City of Wichita Administrative Regulation AR-31, Revised, September 8, 1976) This Contract is assigned to the City to provide reasonable assurances that the City's credit will not be adversely affected by the installing and financing of public improvements (streets, drainage, sanitary sewers, water mains, etc.)

13. The seller agrees to install, or have installed, electric, telephone and natural gas service in the public easements that have been dedicated for such purpose, serving described real property.

Real Estate Contract

TO

Dated

Land



ABSTRACTS
TITLE INSURANCE
REAL ESTATE CLOSINGS

ROGER N. BELL
JOHN M. BELL
KENNETH P. BROWN

434 NORTH MAIN
Phone 267-8371

REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 11th day of March, 1981 by and between ROBBINS REALTY, a Partnership party of the First Part, hereinafter referred to as "Seller," whether one or more, and Tony W. & Janice L. Tamson, Husband and Wife party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Block 2, Lot 18
Riverside Fourth Addition to
the City of Wichita

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of (\$4,565.00) Forty Five Hundred Sixty Five and No/100----- Dollars

in manner following, to-wit: Four Hundred Fifty Six and 50/100 Dollars (\$456.50) in cash herewith; and

A credit of Two Hundred Seventy Five and No/100 Dollars (\$275.00) paid in accordance with Option Agreement dated June 4, 1980; and

Thirty Eight Hundred Thirty Three and 50/100 Dollars (\$3,833.50) in cash at time of delivery of deed.

3. The Seller, at his option, agrees to furnish to the Buyer, either a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to: Easements and restrictions of record

The Title Evidence shall be sent to Buyer for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

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

5. The Buyer agrees to and does hereby deposit with ROBBINS REALTY the sum of (\$456.50) Four Hundred Fifty Six and 50/100----- Dollars, earnest money, as a guarantee that the terms and conditions of this contract shall be fulfilled by him, said deposit to be applied on the purchase price upon acceptance of title by the Buyer and delivery of deed by the Seller. In the event the Buyer shall fail to fulfill his obligation hereunder, the Seller may, at his option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the Seller and his Agent, not as a penalty but as liquidated damages. Provided, however, that in the event the Seller is unable to furnish merchantable title, the earnest money deposited shall be returned to the Buyer, and this Agreement shall be null and void and of no further force and effect.

6. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer) and interest, if any shall be adjusted and prorated as of Not applicable Taxes shall be pro-rated for calendar year on the basis of taxes levied, or for prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before date when public improvements and utilities have been installed, serving described real property.

9. Possession to be given to Buyer on or before date when public improvements and utilities have been installed, serving described real property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100% by seller and 0% by buyer.

11. It is understood and agreed between the parties hereto that the City of Wichita has been petitioned to install public improvements to the real property described herein, that the Seller cannot guarantee

WITNESS OUR HANDS AND SEALS the day and year first above written. (Continued)

Janice L. Tamson
Janice L. Tamson
Tony W. Tamson
Tony W. Tamson Buyer

ROBBINS REALTY, a Partnership
By Richard S. Robbins
Seller Managing Partner

11. (Continued) the date when such improvements will be completed, and that assessments for such improvements shall be paid by the Buyer.

12. It is understood and agreed between the parties hereto that the Seller intends to assign this Real Estate Purchase Contract with the down payment equal to ten percent of the purchase price to the City of Wichita. (City of Wichita Administrative Regulation AR-31, Revised, September 8, 1976) This Contract is assigned to the City to provide reasonable assurances that the City's credit will not be adversely affected by the installing and financing of public improvements (streets, drainage, sanitary sewers, water mains, etc.)

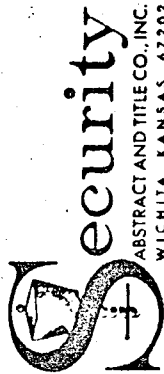
13. The seller agrees to install, or have installed, electric, telephone and natural gas service in the public easements that have been dedicated for such purpose, serving described real property.

Real Estate Contract

TO

Dated

Land



ABSTRACTS
TITLE INSURANCE
REAL ESTATE CLOSINGS

ROGER N. BELL
JOHN M. BELL
KENNETH P. BROWN

434 NORTH MAIN
Phone 267-8371

7
7
ASPHALTIC CONCRETE
PAVING PETITION

To the Board of Commissioners
Wichita, Kansas

Dear Commissioners:

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

Lots 1 through 15 inclusive, Block 1

Lots 1 through 32 inclusive, Block 2

Lots 1 through 16 inclusive, Block 3

Lots 1 through 23 inclusive, Block 4

Lots 1 through 6 inclusive, Block 5

all in Riverside Fourth Addition.

M. J. J.

do hereby petition, pursuant to the provisions of K.S.A. 1974 Supp. 12-6a01 et seq.,
as follows:

Form No. KB-073

(a) That there be constructed pavement on Mosley

from the south line of Riverside Fourth Addition

to the north line of Riverside Fourth Addition

52nd Street South, Washington, and Idlewild from the east line of Mosley to the east line of Mosley;

Mona Circle, from the east line of Mosley to and including cul-de-sac:

That said pavement between aforesaid limits be constructed for a width of 30 feet from gutter line to gutter line, cement combined curb and gutter to be 2 feet and 6 inches in width, making a total roadway of 34 feet; that said pavement shall consist of an asphaltic concrete base and an asphaltic concrete wearing surface, composed of stone, sand, mineral filler, and asphalt according to Ordinance No. 36-572 with plans and specifications to be furnished by the City Engineer. Drainage to be installed where necessary.

That there also be constructed a temporary turnaround at the north end of Mosley with plans and specifications to be furnished by the City Engineer.

(b) That the estimated and probable cost of the foregoing improvement being \$825,000.00 payable by the improvement district and \$37,000.00 payable by the City of Wichita at large for paving adjacent to Kansas Turnpike Drainage Easement and intersections

Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 1/2 percent per month from and after February 1, 1981

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total cost of the improvements for which the improvement district is liable.

(d) That the method of assessment of all costs for the improvements for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 15 inclusive, Block 1; Lots 1 through 32 inclusive, Block 2; Lots 1 through 16 inclusive, Block 3; Lots 1 through 23 inclusive, Block 4; Lots 1 through 6 inclusive, Block 5; all in Riverside Fourth Addition shall each pay 1/92 of the total cost payable by the improvement district.

except when sidewalk is constructed adjacent to a particular tract, lot, or parcel or when driveways are requested to serve a particular tract, lot, or parcel, the cost of said sidewalk or driveway shall be a direct assessment to said tract, lot or parcel and shall be in addition to the assessment for other improvements. The cost of sidewalk constructed adjacent to the reserve areas will be assessed to the entire improvement district with the method of assessment being as set forth above. Where the ownership of a single lot is or may be divided into two or more parcels the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

ASPHALTIC CONCRETE
PAVING PETITION

To the Board of Commissioners
Wichita, Kansas

Dear Commissioners:

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

Lots 1, 2, 3, and 4, Block 6

Lots 1, 2, 3, and 4, Block 7

Riverside Fourth Addition.

J. Mead

do hereby petition, pursuant to the provisions of K.S.A. 1974 Supp. 12-6a01 et seq.,
as follows:

(a) That there be constructed ~~pavement on~~ to Collector Street Standards pavement on

Mead

from the south line of Riverside Fourth Addition

to the north line of Lot 3, Block 6, Riverside Fourth Addition

That said pavement between aforesaid limits be constructed for a width of 36 feet from gutter line to gutter line, cement combined curb and gutter to be 2 feet and 6 inches in width, making a total roadway of 40 feet; that said pavement shall consist of an asphaltic concrete base and an asphaltic concrete wearing surface, composed of stone, sand, mineral filler, and asphalt according to Ordinance No. 36-572 with plans and specifications to be furnished by the City Engineer. Drainage to be installed where necessary.

That there be constructed pavement on Mona from the west line of Mead to the west line of Lot 1, Block 6, Riverside Fourth Addition.

That said pavement between aforesaid limits be constructed for a width of 30 feet from gutter line to gutter line, cement combined curb and gutter to be 2 feet and 6 inches in width, making a total roadway of 34 feet; that said pavement shall consist of an asphaltic concrete base and an asphaltic concrete wearing surface, composed of stone, sand, mineral filler, and asphalt according to Ordinance No. 36-572 with plans and specifications to be furnished by the City Engineer. Drainage to be installed where necessary.

(b) That the estimated and probable cost of the foregoing improvement being \$142,000.00 payable by the improvement district and \$ 39,000.00 payable by the City of Wichita at large for 21 feet of pavement width on Mead and intersection

Said estimated cost as above setforth is hereby increased at the pro-rata rate of 1½ percent per month from and after February 1, 1981

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total cost of the improvements for which the improvement district is liable.

(d) That the method of assessment of all costs for the improvements for which the improvement district shall be liable shall be on a fractional basis: Lots 1, 2, 3, and 4, Block 6; Lots 1, 2, 3, and 4, Block 7; Riverside Fourth Addition shall each pay 1/8 of the total cost payable by the improvement district.

except when sidewalk is constructed adjacent to a particular tract, lot, or parcel or when driveways are requested to serve a particular tract, lot, or parcel, the cost of said sidewalk or driveway shall be a direct assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. The cost of sidewalk constructed adjacent to the reserve areas will be assessed to the entire improvement district with the method of assessment being as setforth above. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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

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

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

4/7/81

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 20, MAIN 2, SOUTHWEST INTERCEPTOR SEWER IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING LATERAL 20, MAIN 2, SOUTHWEST INTERCEPTOR SEWER IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 20, Main 2, Southwest Interceptor Sewer in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be Two Hundred Eight Thousand Dollars (\$208,000.00) payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro-rata rate of 1½% per month from and after the date of approval of this resolution.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

- Lots 1 through 15 inclusive, Block 1
- Lots 1 through 32 inclusive, Block 2
- Lots 1 through 16 inclusive, Block 3
- Lots 1 through 13 inclusive, Block 4
- Lots 1 through 6 inclusive, Block 5
- Riverside Fourth Addition

SECTION 4. That the method of apportioning all costs of said improvement attributable to the owners of land liable for assessment shall be on a fractional basis: Lots 1 through 15 inclusive, Block 1; Lots 1 through 32 inclusive, Block 2; Lots 1 through 16 inclusive, Block 3; Lots 1 through 13 inclusive, Block 4; Lots 1 through 6 inclusive, Block 5; Riverside Fourth Addition shall each pay 1/82 of the total cost payable by the improvement district. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral as defined in City of Wichita Ordinance No. 35-570 under the criteria established for "hardship deferral".

SECTION 6. That all costs of the improvements of the sanitary sewer system shall be assessed to the improvement district as provided by Section 4 hereof.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefor, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. The advisability of the improvements setforth above is hereby established as authorized by K.S.A. 1979 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, this _____ day of _____, 1981.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

4/7/81

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 21, MAIN 2, SOUTHWEST INTERCEPTOR SEWER IN THE CITY OF WICHITA, KANSAS PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING LATERAL 21, MAIN 2, SOUTHWEST INTERCEPTOR SEWER IN THE CITY OF WICHITA, KANSAS ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 21, Main 2, Southwest Interceptor Sewer in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Thirty-Five Thousand Dollars (\$35,000.00) payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro-rata rate of 1½ percent per month from and after the date of approval of this resolution.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

Lots 1 through 4 inclusive, Block 6
Lots 1 through 4 inclusive, Block 7
Riverside Fourth Addition

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a fractional basis: Lots 1 through 4 inclusive, Block 6 and Lots 1 through 4 inclusive, Block 7, Riverside Fourth Addition shall each pay 1/8 of the total cost payable by the improvement district. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral as defined in City of Wichita Ordinance No. 35-570 under the criteria established for "hardship deferral".

SECTION 6. That all costs of the improvements of the sanitary sewer system shall be assessed to the improvement district as provided by Section 4 hereof.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefor, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. The advisability of the improvements setforth above is hereby established as authorized by K.S.A. 1979 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, this _____ day of _____, 1981.

MAYOR

ATTEST:

CITY CLERK

(SEAL)

PETITION - STORM WATER SEWER
AND FLOODWATER DETENTION POND

To the Board of Commissioners
Wichita, Kansas

Dear Commissioners:

1. We, the undersigned owners of record as below designated, of lots, parcels, and tracts of real property lying within the area described generally as follows:

Lots 1 through 15 inclusive, Block 1

Lots 1 through 32 inclusive, Block 2

Lots 1 through 16 inclusive, Block 3

Lots 1 through 23 inclusive, Block 4

Lots 1 through 6 inclusive, Block 5

all in Riverside Fourth Addition/

SWJ # 227

SWJ 227

do hereby petition, pursuant to the provisions of K.S.A. 1974 Supp. 12-6a01 et seq., as follows:

- (a) That there be constructed a storm water sewer and a floodwater detention pond to serve the area described above, according to plans and specifications to be furnished by the City Engineer.
- (b) That the estimated and probable cost of the foregoing improvements being \$150,000.00 payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of $1\frac{1}{2}\%$ per month from and after the date of approval of this petition.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100% of the total actual cost of the improvement.
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 15 inclusive, Block 1; Lots 1 through 32 inclusive, Block 2; Lots 1 through 16 inclusive, Block 3; Lots 1 through 23 inclusive, Block 4; Lots 1 through 6 inclusive, Block 5; all in Riverside Fourth Addition shall each pay 1/92 of the total cost payable by the improvement district

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each owner ship or parcel on a square foot basis.

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

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

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

WITNESS our signatures attached, with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
Lots 1 through 15 inclusive, Block 1	All Lots and Blocks owned 100% by ROBBINS REALTY, a Partnership By: <i>W. Dale Cooper</i> W. Dale Cooper Robbins Realty Managing Partner	February 19, 1981
Lots 1 through 32 inclusive, Block 2		
Lots 1 through 16 inclusive, Block 3		
Lots 1 through 23 inclusive, Block 4		
Lots 1 through 6 inclusive, Block 5		
all in Riverside Fourth Addition.		

AN ABSTRACTOR'S CERTIFICATE OF OWNERSHIP MUST ACCOMPANY THIS PETITION

June 2, 1982

Mr. Earl C. Moore
Attorney and Counselor
1724 South Hillside
Wichita, Kansas 67211

Subject: Riverside Drainage Ditch

Dear Mr. Moore:

Your letter of May 28, 1982 has been reviewed with Department of Engineering drainage and flood control staff.

Flap gates have been installed on those storm sewers draining into the Riverside Drainage ditch where the flap gate is needed to prevent water from draining back from the ditch. This decision is based on the design elevation in the ditch in relation to the elevation of the storm sewer inlets.

These elevations have been reviewed and we believe that we have complied with the request of the Riverside Drainage District Board.

Please call me at 268-4266 if you wish to discuss this matter further.

Yours truly,



R. W. Bruggeman, P. E.
Director of Engineering

RWB:gr

cc: Roland Saindon, President, Riverside Drainage District

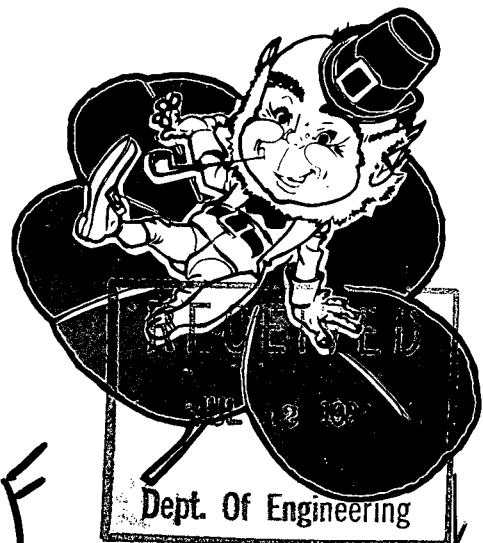


ROBBINS REALTY

5301 SOUTH BROADWAY (316) 522-1587
WICHITA, KANSAS 67216

July 9, 1982

Mr. Paul B. Graves, Chief Engineer
The City of Wichita
Department of Engineering
City Hall, Seventh Floor
455 North Main
Wichita, Kansas 67202



Re: Memo on Improvements in
Riverside Fourth Addition

Dear Mr. Graves:

This will confirm my conversation with you on July 8, 1982 regarding your memo to Mr. Bill Otten, Chief Engineer of Water Engineering dated July 2, 1982.

Relative to the last statement of paragraph one, "the pond bank was not reconstructed to design slope and reseeded" by Mid States Construction Company when making repairs to a broken water line. It is immaterial who makes the repairs, however, I feel the responsible constructor should be held liable.

In my opinion, the repairs made were "equal to or better than" the condition of the bank before the water construction was begun. The previous bank condition along with heavy rains may have been a contributing factor to the washout and break in the water line. Bergkamp Construction never did complete the job on the west end of the pond. They put in the drainage system but failed to finish the bank so that it could be mowed, and it was never seeded as was the rest of the pond banks. I feel the Bergkamp Construction should be held responsible for the completion of the bank until they have completed their job. The remainder of the work performed by Bergkamp was satisfactory.

Yours truly,

Dale Cooper
Managing Partner

DC:pc

cc: Bill Otten, Water Engineering
Mid States Construction Company
Bergkamp Construction Company

THE CITY OF WICHITA
OFFICE OF Chief Engineer

DATE July 2, 1982




TO Bill Otten, Chief Engineer, Water Engineering
FROM Paul B. Graves, Chief Engineer

SUBJECT Improvements in Riverside
4th Addition

It has been brought to my attention that the Water Department's contractor, Mid-States Construction Company, had a water line break during construction in subject addition. The water line break damaged drainage improvements in that the break washed an adjacent pond bank. The water line break has been repaired; however, the pond bank was not reconstructed to design slope and reseeded.

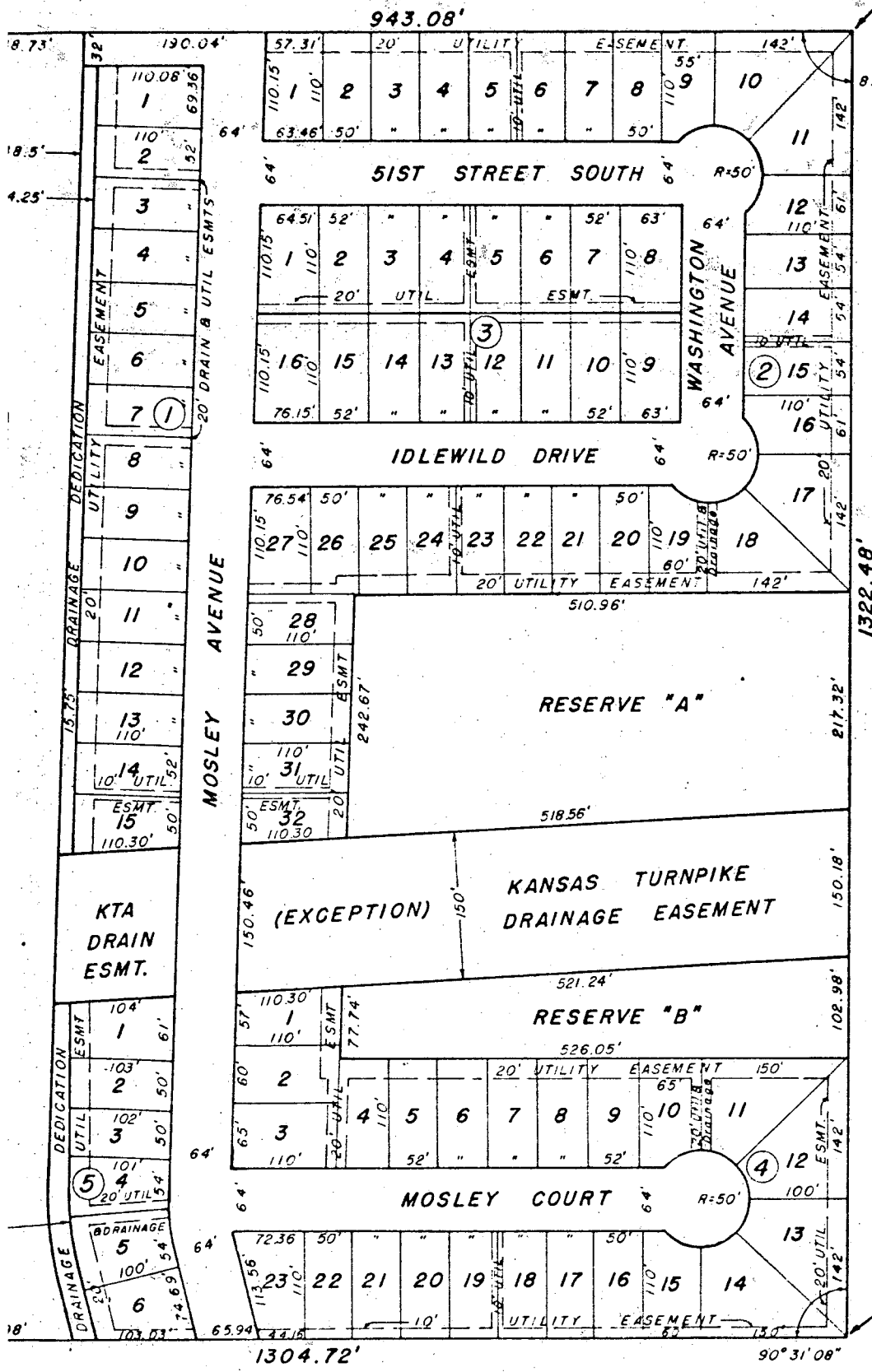
We request that you inform your contractor to make said necessary repairs. We are proceeding to close out our drainage project.


Paul B. Graves
Chief Engineer

cc: Mid-States Construction Company
Dale Cooper, Robbins Realty

Part of Appendix A

CENTER SECTION 21,
T28S, R1E



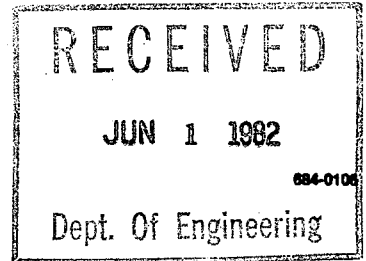
S.E. CORNER N1/2 SW1/4
SEC. 21, T28S, R1E

Carl C. Moore

ATTORNEY AND COUNSELOR

1724 South Hillside
Wichita, Kansas 67211

EARL C. MOORE



May 28, 1982

City Engineering Department
City Hall
Wichita, Kansas 67202

ATTENTION: MR. BRUGGEMAN

In Re: Riverside Drainage Ditch

Dear Mr. Bruggeman:

As I understand it, the matter of putting flaps on drainage pipes that drain into the Riverside Drainage Ditch was discussed with your department and flaps were to be installed when the drain was completed.

When Mr. Saindon and I were checking the canal, we found that one near 47th street was not covered. There may be others.

One of the purposes of these covers is to keep kids from crawling into the pipes and getting into physical trouble.

Would you please check and see if there are any that have not been covered by "flaps."

Thank you for taking care of this problem.

Yours very truly,

Earl C. Moore

Earl C. Moore

ECM/ww
cc/Roland Saindon - President
Riverside Drainage Ditch Inc.

RWB