

PLAT NO. S/D 78-139 MAP NO. 4947

NAME GLENEAGLES 2ND ADDITION

LOCATION: between Maple and 2nd St., in an area west of Ridge Road.

ENGINEER Baughman Company

OWNER Gun Club Development Inc.

APPLICATION FILED 12-18-78

SKETCH PLAT FILED \_\_\_\_\_

PRELIMINARY FILED \_\_\_\_\_

S/D ACTION \_\_\_\_\_

FINAL FILED 12-18-78

S/D ACTION 12-28-78 *defer indefinitely* 3-22-79 *approve*

MAPC ACTION 3-29-79 *approved*

BCC ACTION 6-19-79 *Deserved 2 weeks*

RECORDED 7-3-79 *approved*  
8-8-79

REMARKS \_\_\_\_\_

S/D 78-139 - GLENEAGLES 2ND ADD. -  
Between Maple & 2nd St., in an  
area west of Ridge Road, Baughman  
Co.

*Poster*  
*12-22-78*

# ACTION

	DATE
S/D COMMITTEE (Janis) offer made	12-28-78
S/D Jimmie approve	3-22-79

M.A.P.C. Approved 3-29-79

B.C.C./B.C.C. Referred 2 weeks 6-19-79  
7-3-79

Bcc Approved - Property to  
the west is not to be  
included in sewer district



RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

7-3-79

S/D Number 78-139 Name Gleneagles 2nd Addition  
Application & Sketch Filed: 12-18-78  
Preliminary Plat Filed: (4-20-78) Approved by S/D: (5-4-78)  
Final Plat Filed: 12-18-78 Approved by S/D: 3-22-79  
Approved by Metropolitan Area Planning Commission: 3-29-79

DESCRIPTION

General Location: Between Maple and Second Street in an area west of Ridge Road.

Surveyor or Engineer: Baughman Company, P.A.  
Owner: Gun Club Development, Inc., c/o Mark G. Dotzour  
Address:

- |                                      |                                      |
|--------------------------------------|--------------------------------------|
| 1. Gross Acreage of Plat <u>45</u>   | 6. Access Control                    |
| 2. Number of Lots:                   | St. _____ No. Openings _____         |
| Residential <u>126</u>               | St. _____ No. Openings _____         |
| Commercial _____                     | St. _____ No. Openings _____         |
| Industrial _____                     | 7. Req'd Improvements                |
| Other _____                          | St. Paving Yes _____ Water Yes _____ |
| Total Number of Lots: <u>126</u>     | Sidewalk No _____ Drainage Yes _____ |
| 3. Minimum Lot Area: <u>.2</u> Acres | Sewer Yes _____ Other _____          |
| 4. Existing Zoning <u>AA</u>         |                                      |
| 5. Special Problems Discussed _____  |                                      |

The applicant has submitted valid petitions for sanitary sewers, water, street paving and storm sewers. A certificate has been submitted certifying the petitions. A drainage easement across property east of this plat has been submitted by separate instrument.

Planning Commission Recommendation: That this plat be approved subject to:

- A. Granting on this plat a full 20-foot utility easement along the east line OR obtaining a utility easement from the adjacent property owners.
- B. Submitting an avigational easement and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in any habitable structures constructed on subject property.
- C. Submitting a restrictive covenant assuring that 4 off-street parking spaces per dwelling unit will be provided on each lot which adjoins a 58-foot street.
- D. Recording of the plat within 30 days after approval by the Board of City Commissioners.

MAPC Action: Bayouth moved, Cole seconded and it carried unanimously. (Hennessy, Savina and Taylor were absent).

Note: Petition for paving Second Street is 82%. The two sanitary sewer petitions are 84% and 86%. Appropriate notices have been sent to property owners.

Action: Receive and file the water engineering feasibility report, adopt the resolution of finding and the resolution ordering and directing the water supply system improvement; accept the petitions and instruct the Director of Law to prepare the necessary resolutions; accept the drainage easement, avigational easement and utility easements and instruct the City Clerk to file the easements, covenants, and the certificate with the Register of Deeds, the publication and filing costs of which shall be billed to the applicant; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 78-139                      Name    Gleneagles 2nd Addition  
Application & Sketch Filed:  
Preliminary Plat Filed:                      Approved by S/D:  
Final Plat Filed:                              Approved by S/D:  
Approved by Metropolitan Area Planning Commission:

DESCRIPTION

General Location:

Surveyor or Engineer:  
Owner:  
Address:

- |                                     |                       |                    |
|-------------------------------------|-----------------------|--------------------|
| 1. Gross Acreage of Plat _____      | 6. Access Control     |                    |
| 2. Number of Lots:                  | St. _____             | No. Openings _____ |
| Residential _____                   | St. _____             | No. Openings _____ |
| Commercial _____                    | St. _____             | No. Openings _____ |
| Industrial _____                    | 7. Req'd Improvements |                    |
| Other _____                         | St. Paving _____      | Water _____        |
| Total Number of Lots: _____         | Sidewalk _____        | Drainage _____     |
| 3. Minimum Lot Area: _____ Acres    | Sewer _____           | Other _____        |
| 4. Existing Zoning _____            |                       |                    |
| 5. Special Problems Discussed _____ |                       |                    |

Planning Commission Recommendation:

Recommended revised action: Receive and file the water engineering feasibility report, adopt the resolution of finding and the resolution ordering and directing the water supply system improvement; accept the petitions and instruct the Director of Law to prepare the necessary resolutions; accept the drainage easement, avigational easement and utility easements and instruct the City Clerk to file the easements, covenants, and the certificate with the Register of Deeds, the publication and filing costs of which shall be billed to the applicant; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

6-19-79

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 78-139 Name Gleneagles 2nd Addition  
Application & Sketch Filed: 12-18-78  
Preliminary Plat Filed: (4-20-78) Approved by S/D: (5-4-78)  
Final Plat Filed: 12-18-78 Approved by S/D: 3-22-79  
Approved by Metropolitan Area Planning Commission: 3-29-79

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Owner: Gun Club Development, Inc., c/o Mark G. Dotzour  
Address:

- |                                      |                       |                     |
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| 2. Number of Lots:                   | St. _____             | No. Openings _____  |
| Residential <u>126</u>               | St. _____             | No. Openings _____  |
| Commercial _____                     | St. _____             | No. Openings _____  |
| Industrial _____                     | 7. Req'd Improvements |                     |
| Other _____                          | St. Paving <u>Yes</u> | Water <u>Yes</u>    |
| Total Number of Lots: <u>126</u>     | Sidewalk <u>No</u>    | Drainage <u>Yes</u> |
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| 4. Existing Zoning <u>AA</u>         |                       |                     |
| 5. Special Problems Discussed _____  |                       |                     |

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Planning Commission Recommendation: That this plat be approved subject to:

- Granting on this plat a full 20-foot utility easement along the east line OR obtaining a utility easement from the adjacent property owners.
- Submitting an avigational easement and a restrictive covenant assuring that adequate construction methods will be used to minimize the effects of noise pollution in any habitable structures constructed on subject property.
- Submitting a restrictive covenant assuring that 4 off-street parking spaces per dwelling unit will be provided on each lot which adjoins a 58-foot street.
- Recording of the plat within 30 days after approval by the Board of City Commissioners.

MAPC Action: Bayouth moved, Cole seconded and it carried unanimously. (Hennessy, Savina and Taylor were absent).

Note: Petition for paving Second Street is 82%. The two sanitary sewer petitions are 84% and 86%. Appropriate notices have been sent to property owners.

6-19-79  
ACTION: Receive and file the water engineering feasibility report, adopt the resolution of finding and the resolution ordering and directing the water supply system improvement; accept the petitions and instruct the Director of Law to prepare the necessary resolutions; accept the drainage easement and avigational easement and instruct the City Clerk to file the drainage easement, avigational easement and restrictive building covenant, and the certificate with the Register of Deeds, the publication and filing costs of which shall be billed to the applicant; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign; and instruct the Planning Department to withhold release of the plat tracing until the additional utility easement and the restrictive parking covenants have been submitted.

EASEMENT

THIS EASEMENT made this 11th day of June, 1979, by and between Raymond I. Adams and Ruth Adams Clark of the first part and the City of Wichita, of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer and all other public utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

The West twenty (20) feet of the East Half of the East Half of the West Half of the Southeast Quarter, except the South eight (8) acres thereof, all in Section 21, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer and all other public utilities.

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

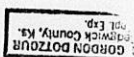
Raymond I. Adams  
Ruth Adams Clark

STATE OF KANSAS)  
SEDGWICK COUNTY) SS

Be it remembered that on this 11th day of June, 1979, before me, a notary public in and for said County and State, came Raymond I. Adams and Ruth Adams Clark to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

SEAL

G. Gordon Dotzour  
Notary Public  
G. Gordon Dotzour.



My Commission expires: March 18, 1980

EASEMENT

THIS EASEMENT made this 12th day of June  
19 79, by and between G. Gordon Dotzour  
of the first part and the City of Wichita, of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing sewer and all other public utilities, over, along and under the following real estate situated in Sedowick County, Kansas, to wit:

The West twenty (20) feet of the South eight (8) acres of the East Half of the East Half of the West Half of the Southeast Quarter, in Section 21, Township 27 South, Range 1 West of the 6th P.M., Sedowick County, Kansas.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer and all other public utilities.

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

*G. Gordon Dotzour*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF KANSAS  
SEDGWICK COUNTY SS

Be it remembered that on this 12th day of June  
19 79, before me, a notary public in and for said County and State, came

G. Gordon Dotzour to me personally known to be the same person (s) who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

SEAL

*Helen E. Egholm*  
Notary Public Helen Egholm

My Commission expires: Feb. 9, 1981



DRAINAGE EASEMENT

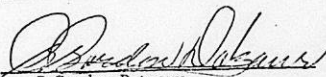
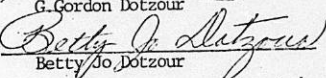
THIS EASEMENT made this 29th day of March, 1979,  
by and between G. Gordon Dotzour and Betty Jo Dotzour, his wife,  
of the first part and the City of Wichita of the second part.

WITNESSETH: That the said first parties, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing drainage system according to the plans and specifications now on file in the office of the City Engineer of the City of Wichita, Kansas, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A strip of land 20 in width described as commencing at the S.E. Corner of the E $\frac{1}{2}$  of the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  of Sec. 21, Twp. 27-S, R-1-W; thence north along the east line of the E $\frac{1}{2}$  of the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of said SE $\frac{1}{4}$ , 784.51 feet for a place of beginning; thence continuing north along said east line, 20 feet; thence west parallel with the south line of said SE $\frac{1}{4}$ , 329.61 feet to a point on the west line of the E $\frac{1}{2}$  of the E $\frac{1}{2}$  of the W $\frac{1}{2}$  of said SE $\frac{1}{4}$ ; thence south along said west line, 20 feet; thence east 329.60 feet to the place of beginning.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such drainage system.

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

  
G. Gordon Dotzour  
  
Betty Jo Dotzour


STATE OF KANSAS)  
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid G. Gordon Dotzour and Betty Jo Dotzour, his wife,

to me personally known to be the same persons who executed the foregoing instrument of writing and said persons duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 29th day of March, 1979.



  
Notary Public Mark G. Dotzour

My Commission expires March 18, 1980

RESTRICTIVE COVENANT

RESTRICTIVE COVENANT AFFECTING GLENEAGLES 2ND ADDITION

THIS DECLARATION, made this 12th day of June, 1979 by Gun Club Development, Inc., hereinafter called the Grantor.

WITNESSETH

WHEREAS, Grantor is owner of Gleneagles 2nd Addition to Wichita, Sedgwick County, Kansas, and

WHEREAS, the City of Wichita in connection with approval of the plat of said addition considers it to be in the public interest to require a covenant which guarantees four off-street parking spaces per lot, said covenant to be recorded when the plat is recorded.

NOW THEREFORE, Grantor, hereby declares that all Lots in Blocks 1,2,3,4,5,6,7,8 in Gleneagles 2nd Addition to Wichita, Sedgwick County, Kansas shall be and the same are subjected to the following restrictive covenants, to-wit:

Any building constructed on the premises shall be required to be so designed and constructed as to have four off-street parking spaces. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

EXECUTED the day and year first above written.

GUN CLUB DEVELOPMENT, INC.

By: Gordon Dotzour  
Vice President

STATE OF KANSAS) SS  
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid, G. Gordon Dotzour, Vice President of Gun Club Development, Inc., to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas this 12th day of June, 1979.



My Commission expires March 20 1988

Van A. Cox  
Notary Public VAN A. COX

CERTIFICATE

City of Wichita)  
Sedgwick County) ss  
State of Kansas)

I, Gun Club Development, Inc., owner of  
(give name of proposed plat, if appropriate) \_\_\_\_\_  
Gleneagles Second Addition

do hereby certify that petitions for the following improvements  
have been submitted to the Board of Commissioners of the City of  
Wichita, Kansas:

1. Sanitary Sewer Lateral
2. Asphaltic Concrete Paving
3. Water
4. Storm Water Sewer
- 5.
- 6.
- 7.

As a result of the above-mentioned petitions for  
improvements, lots or portions thereof within \_\_\_\_\_  
Gleneagles Second Addition may be subject to special  
assessments assessed thereto for the cost of constructing the  
above-described improvements.

Signed this 19th day of May, 19 79.



Mark G. Dotzour, President  
G. Gordon Dotzour, Secretary

City of Wichita  
Sedgwick County)  
State of Kansas)

Be it remembered that on this 19th day of May,  
19 79, before me, a notary public in and for said County and State,  
came Mark G. Dotzour and G. Gordon Dotzour, to me personally  
known to be the same person who executed the foregoing instrument  
of writing and duly acknowledged the execution of same.

In Testimony Whereof, I have hereunto set my hand and  
affixed my notarial seal the day and year above written.

Helen Egholm  
Notary Public Helen Egholm

My Commission Expires:  
Feb. 9, 1981

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that \_\_\_\_\_  
Gun Club Development, Inc.

\_\_\_\_\_ does hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to-wit:

Gleneagles Second Addition, Wichita, Kansas

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U. S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantor \_\_\_\_\_ has \_\_\_\_\_ signed these presents the day and year first written.



GUN CLUB DEVELOPMENT, INC.

By: Mark G. Dotzour  
President

G. Gordon Dotzour  
Secretary

STATE OF KANSAS)  
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid Mark G. Dotzour and G. Gordon Dotzour

to me personally known to be the same persons \_\_\_\_\_ who executed the foregoing instrument of writing and said persons \_\_\_\_\_ duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 19th day of May, 1979.

Helen Egholm  
Notary Public Helen Egholm

(My Commission expires Feb. 9, 1981)

RESTRICTIVE COVENANT

RESTRICTIVE COVENANT AFFECTING Gleneagles Second ADDITION

THIS DECLARATION made this 19th day of May, 1979 by  
Gun Club Development, Inc., hereinafter called the Grantor.

WITNESSETH

WHEREAS, Grantor is owner of Gleneagles Second  
Addition to Wichita, Kansas, which property  
is located near Wichita Mid-Continent Airport and is accordingly  
subject to considerable noise from the operation of aircraft, and

WHEREAS, the City of Wichita in connection with approval of  
the plat of said addition considers it to be in the public interest  
to require any buildings constructed on said addition to be designed  
and constructed giving proper consideration to noise pollution in  
the area:

NOW THEREFORE, Grantor, hereby declares that Gleneagles Second  
Addition, shall be and the same is subjected to the following  
restrictive covenant, to-wit:

Any building constructed on the premises  
shall be so designed and constructed as to  
minimize noise pollution in any such struc-  
ture, giving due consideration to the use  
for which such structure is designed and  
built. This covenant is for the benefit of  
said property and shall run with the land  
and shall inure to the benefit of and pass  
with said property and shall apply to and  
bind the successors in interest and any owner  
thereof.

EXECUTED the day and year first above written.



Gun Club Development, Inc.

by: Mark G. Dotzour  
President

Gordon Dotzour  
Secretary

STATE OF KANSAS)  
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the  
County and State aforesaid Mark G. Dotzour and G. Gordon Dotzour

to me personally known to be the same person s who executed the  
foregoing instrument of writing and said person s duly acknowledged  
the execution thereof.

Dated at Wichita, Kansas, this 19th day of May, 19 79.

Helen E. Egholm  
Notary Public Helen Egholm

(My Commission expires Feb. 9, 1981)



(316) 722-2345 • 9100 WEST CENTRAL • WICHITA, KANSAS 67212

City of Wichita  
Planning Department  
Wichita, Kansas


Attention: Louise Olivarez

Ms. Olivarez:

I have enclosed a copy of our corporation by-laws and resolutions for Gun Club Development, Inc. authorizing the President or the Secretary of the Corporation to sign documents on behalf of the Corporation. This is information required for the final plat of Gleneagles Second Addition for which we are attempting to place on the June 19 City Commission agenda.

Thank you for your assistance.

Sincerely,

  
Mark G. Dotzour  
President, Gun Club Development Inc.



*Specialists in Residential Marketing and Land Development*

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS  
OF  
GUN CLUB DEVELOPMENT, INC.

We, Mark G. Dotzour, President, and G. Gordon Dotzour, Secretary of Gun Club Development, Inc., do hereby certify that the following is a true and correct copy of a certain resolution adopted by the Board of Directors of said corporation at a meeting thereof duly called and held on the 15th day of March, 1979.

RESOLVED: That any of the following officers of the corporations, to wit:

Mark G. Dotzour, President or G. Gordon Dotzour, Vice President, Secretary and Treasurer

are hereby authorized to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, concerning all matters relating to any and all real estate owned by the Corporation, including but not limited to platting, petitioning for improvements, development guarantees and sales thereof.

That the foregoing powers and authority are to continue until written notice of revocation has been given by said corporation.

We further certify that the resolution has been duly entered upon the Minute Book of this corporation and that the same has never been modified or repealed.

IN WITNESS WHEREOF: we have hereunto set our hand and the seal of this Corporation this March 15, 1979.



*Mark G. Dotzour*  
Mark G. Dotzour, President

*G. Gordon Dotzour*  
G. Gordon Dotzour, Vice President, Secretary  
and Treasurer

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Issued by:  
THE SECURITY ABSTRACT &  
TITLE COMPANY, INC.  
434 North Main Street  
Wichita, Kansas 67202  
(316) 267-8371

CHICAGO TITLE INSURANCE COMPANY

*Alvin W. Long*  
President.

ATTEST:

*Chester C. McLaughlin*  
Secretary.

*Donald B. [Signature]*  
Authorized Signatory



## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusion from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



SCHEDULE B

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the deeds and/or mortgages, the form and execution of which is satisfactory to the Company, the policy or policies will be issued containing exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs): Year 1978 Taxes \$781.82 Paid. Key #D-53-UP; Year 1978 Taxes  $\frac{1}{2}$  Paid.  $\frac{1}{2}$  \$67.46 Not Paid. Key #D-30-UP; Year 1978 Taxes  $\frac{1}{2}$  Paid.  $\frac{1}{2}$  \$43.82 Not Paid. Key #D-31-1-UP. *see phot copies of receipts*
9. Mortgage dated July 14, 1978, executed by Gun Club Development, Inc., to National Bank of Wichita, filed July 19, 1978, on Film 316, Page 913, in the original amount of \$200,000.00.
10. It is noted for informational purposes only and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for various capital improvements, notice of which is set forth in Resolution, in Book Misc. 693, Page 29.
11. It is noted for informational purposes only, and not as an exception to title which will appear in the policy to be issued, that captioned property may become subject to special assessments for Southwest Interceptor Sewer which payments may be delayed for a period of years under certain conditions as evidenced by Affidavit of Publication filed October 31, 1974, on Film 121, Page 831.

SEDGWICK COUNTY TREASURER  
522 N MAIN STREET  
WICHITA KANSAS 67203

RECEIPT  
TAXED ITEMS

FIRST CLASS  
PERMIT NO  
208

1978 REAL TAX **KMY**

VALUATION	6890	W 1/2 W 1/2 SE 1/4 EXC GLENEAGLES ADD
MILL LEVY		SEC 21-27-1W
GEN TAX	781.32	
OTHER TAX		
TOTAL DUE	781.32	
HALF TAX	6A FEB 20 1979 276.06	276.06 6072 652135

276.06  
2ND HALF .00

CORRECTED STATEMENT 1-31-79

78-RE-10-0008-07-3 67-05

MAIL TO  
D-00053-00UP  
GUN CLUB DEVEL INC  
9100 W CENTRAL  
WICHITA KS 67212

INTEREST

CA   
CK

①  
276.06  
28

MAKE CHECKS PAYABLE TO  
SEDGWICK COUNTY TREASURER  
P.O. BOX 2909 WICHITA KANSAS 67201

TAX STATEMENT

IMPORTANT: IF THIS  
STATEMENT IS \$10.00 OR LESS  
IT MUST BE PAID IN FULL

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	HALF TAX	TOTAL DUE			
113.370			67.63		43.82			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BONDS	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN
1978 REAL ESTATE TAXED ITEMS								
5.5 ACRES N 15 ACRES W 1/2 E 1/2 W 1/2 SE 1/4 EXC W 75FT & EXC S 660FT W 1/2 E 1/2 W 1/2 SE 1/4 SEC 21-27-1W								
6A MAY 22 79	43.82	.00	43.82	6138	669950			

INCOME UNDER 10,000? AFTER JANUARY 1, HOMESTEAD & SALES TAX REFUND FORMS  
AVAILABLE FROM KANSAS DEPT. OF REVENUE, OR COUNTY CLERK, IF YOU QUALIFY.

-D -00011-0001-00UP  
INSTRUCTIONS ON BACK

INTEREST

CA   
CK

78-RE-10-0008-07-3 67-02  
GUN CLUB DEVEL. INC  
9100 W CENTRAL  
WICHITA KS 67212

MAKE CHECKS PAYABLE TO  
SEDGWICK COUNTY TREASURER  
P.O. BOX 2909 WICHITA KANSAS 67201

TAX STATEMENT

IMPORTANT: IF THIS  
STATEMENT IS \$10.00 OR LESS  
IT MUST BE PAID IN FULL

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	HALF TAX	TOTAL DUE			
1,190	113.370	134.91			67.46			
1.78	20.01	65.48	.57	45.29	1.78			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BONDS	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN
1978 REAL ESTATE TAXED ITEMS								
N 15A W 1/2 E 1/2 W 1/2 SE 1/4 G BEG 660 FT N SW COR W 1/2 E 1/2 W 1/2 SE 1/4 E 75 FT N 454.97 FT W 75 FT S TO BEG SEC 21-27-1W								
6A MAY 22 79	67.46	.00	67.46	6138	669949			

INCOME UNDER 10,000? AFTER JANUARY 1, HOMESTEAD & SALES TAX REFUND FORMS  
AVAILABLE FROM KANSAS DEPT. OF REVENUE, OR COUNTY CLERK, IF YOU QUALIFY.

-D -00030-00UP-  
INSTRUCTIONS ON BACK

INTEREST

78-RE-10-0008-07-5 67-05  
GUN CLUB DEVEL. INC  
9100 W CENTRAL  
WICHITA KS 67212

MICROFILMED  
FROM THE BEST  
AVAILABLE COPY

THE CITY OF WICHITA  
OFFICE OF Public Works

DATE March 14, 1979



TO Curt Newby, Junior Planner  
FROM Mike Lindebak, Program Development Engineer

SUBJECT Gleneagles 2nd Addition  
Drainage Plan

On March 13, 1979 the Engineering Division staff met with Ken Bengston, Mark Dotzour and Gordon Dotzour to review the subject drainage plan. The developer has submitted an adequate drainage concept plan.

Mr. Dotzour has been requested to obtain a twenty (20) foot drainage easement from the property to the east of this plat.



Mike Lindebak  
Program Development Engineer

ML:ck

*1/2 received 5-21-79*

March 29, 1979

Baughman Company  
330 Laura  
Wichita, Ks. 67211

Re: S/D 78-139 - Gleneagles 2nd Addition - Final plat

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, March 29, 1979, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Sub-division Committee subject to the conditions stated in our letter of March 23, 1979.

In addition to complying with those conditions, it is necessary that you meet the following requirements before this plat can be forwarded to the Board of City Commissioners for consideration:

- 5-22 1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 5-21 2. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the plattor.
3. Certification that all taxes due and payable for 1978 and prior years have been paid.

Please call if you have any questions.

Very truly yours,

Jack H. Galbraith  
Chief Planner

JHG:bh

cc: Gun Club Dev., Inc. 9100 W. Central, 67212

March 23, 1979

Baughman Company  
330 Laura  
Wichita, Kansas 67211

Re: S/D 78-139 - Gleneagles 2nd Addition - Final plat

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, March 22, 1979, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

A. <sup>OK</sup> A 10-foot utility easement shall be indicated between Lots 11 and 12, Block 1 and a 20-foot easement along the east line of the plat.

*6-8* B. The applicant shall guarantee the paving of all streets. *petitions*

*6-8* C. The applicant shall guarantee the extension of City water to serve each lot. *petitions*

*6-8* D. The applicant shall guarantee the extension of sanitary sewer to serve each lot. *petitions*

*5-21*  
*no longer required*  
E. Sidewalks are required adjacent to both sides of all streets. The applicant shall submit a document to be recorded with the Register of Deeds acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits.

*5-21*  
F. The applicant shall submit an "avigational easement" covering subject property and a "construction covenant" which provides that adequate precautions will be taken in the construction of all habitable structures to lessen the hazards from noise pollution.

G. The applicant shall submit a covenant which shall assure that 4 off-street parking spaces will be provided on each lot which adjoins a 58 foot wide street. Said

*Certificate 5-21-79*

Baughman Company  
3-23-79  
Page 2

covenant shall also state that parking will be permitted on only one side of each 58 foot street.

- ✓ H. The right-of-way for Second Street may be reduced to 33 feet.
- I. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Enclosed with the applicant's copy of this letter is a list of the five methods which have been adopted as being acceptable for guaranteeing improvements required in the approval of plats. Forms for the bond and irrevocable letter of credit are available from this office.

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, March 29, 1979, at 1:30 p.m. If you have any questions regarding this matter, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:bh

cc: Gun Club Dev., Inc., 9100 W. Central, 67212  
Dean Sellers, Assistant City Engineer

January 2, 1979

Baughman Company  
330 Laura  
Wichita, Kansas 67211

Re: S/D 78-139 - Final plat -Gleneagles 2nd Addition

Gentlemen:

At the December 28, 1978 Subdivision Committee meeting, the above-captioned plat was considered. It was the action of the Committee to defer this plat indefinitely until a drainage plan has been submitted and approved, necessary drainage easements and/or rights-of-way have been obtained, and a drainage improvement project has been authorized by the Board of City Commissioners. At such time as these requirements have been met, you may request the rescheduling of this final plat on the Subdivision Committee agenda.

Sincerely yours,

Louise Olivarez  
Junior Planner

LO:bh

cc: Gun Club Dev., Inc., 9100 W. Central, 67212  
Dean Sellers, Assistant City Engineer

Final plat

SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 78-139 Name Gleneagles 2nd Addition  
Date Application Rec'd. 12-18-78 Preliminary Approval \_\_\_\_\_  
Scheduled S/D Meeting 12-28-78

DESCRIPTION

General Location Between Maple and 2nd Street, in an area west of Ridge Road.

Owner Gun Club Development, Inc.  
Surveyor/Engineer Baughman Company  
Address 330 Laura, Wichita, Kansas 67211 Phone 262-7271

- |   |   |
|---|---|
| 1. Gross Acreage of Plat <u>45</u>  | 7. Lineal Feet of New Streets:                            |
| 2. Number of Lots:  | a. <u>64</u> R/W <u>2282.46</u> ft.                       |
| Residential <u>126</u>  | b. <u>58</u> R/W <u>542.29</u> ft.                        |
| Commercial _____  | c. _____ R/W <u>989.16</u> ft.                            |
| Industrial _____  | d. _____ R/W _____ ft.                                    |
| Other _____   | e. _____ R/W _____ ft.                                    |
| Total Number of Lots <u>126</u>   | TOTAL _____ ft.   |
| 3. Minimum Lot Frontage <u>60</u> ft.                                       | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>no</u> |
| 4. Minimum Lot Area <u>9600</u> ft.   |   |
| 5. Existing Zoning <u>AA</u>  |   |
| 6. Proposed Zoning <u>AA</u>  |   |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u>     |   |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> |   |
| 11. Health Department Approval (where applicable) _____ (Yes-No)            |   |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____                        |   |

STAFF COMMENTS:

- A. This final plat is the balance of a previously approved preliminary plat called Gleneagles Addition.
- B. On the preliminary plat of Gleneagles Addition, there were extensive drainage problems requiring acquisition of drainage easements and rights-of-way from landowners to the east of subject property. As a result, only the southernmost portion of the plat was finalized and recorded. The applicant shall, therefore, be prepared to discuss the drainage problems involving this plat at the Subdivision Committee meeting. If the necessary easements and rights-of-way have not already been acquired, or if a drainage project to include acquisition of said easements and rights-of-way has not been authorized by the governing body, it is recommended that the final plat be deferred.
- C. The applicant shall guarantee the paving of all streets.
- D. The applicant shall guarantee the extension of City water to serve each lot.
- E. The applicant shall guarantee the extension of sanitary sewer to serve each lot.
- F. Sidewalks are required adjacent to both sides of all streets. The applicant shall submit a document to be recorded with the Register of Deeds acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits.
- G. The applicant shall submit an "avigational easement" covering subject property and a "construction covenant" which provides that adequate precautions will be taken in the construction of all habitable structures to lessen the hazards from noise pollution.
- 99-303 H. The applicant shall submit a covenant which shall assure that 4 off-street parking spaces will be provided on each
- (Over)

lot which adjoins a 58 foot wide street. Said covenant shall also state that parking will be permitted on only one side of each 58 foot street.

- I. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Map No.: 7747  
Section No.: 21  
Twp. No.: 27  
Range: 1W

S/D No. 78-139

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: GLENEAGLES 2ND ADDITION  
General Location: BETWEEN MAPLE & 2ND ST WEST OF  
RIDGE ROAD  
Name of Property Owner: GUN CLUB DEVELOPMENT, INC.  
Address: 9100 W. CENTRAL 67212 Phone: 722-2345  
Name of Subdivider: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of Agent/Surveyor: BAUGHMAN COMPANY  
Address: 330 LAURA Phone: 262-7274  
Date of Application: 18 DECEMBER 1978

SUBDIVISION INFORMATION:

- Gross Acreage of Plat 45 Acres
- Number of Lots:
  - Residential 126
  - Commercial \_\_\_\_\_
  - Industrial \_\_\_\_\_
  - Other \_\_\_\_\_Total Number of Lots 126
- Minimum Lot Frontage 60 ft.
- Minimum Lot Area 3600 sq. ft.
- Existing Zoning HA
- Proposed Zoning HA
- Lineal Feet of New Streets:
  - 64 P/W 2282.96 ft.
  - 58 R/W 4542.29 ft.
  - 35 R/W 989.16 ft.
  - \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - \_\_\_\_\_ R/W \_\_\_\_\_ ft.TOTAL \_\_\_\_\_ ft.
- Sidewalk adjacent to all streets? yes  no
- Public Water Supply  (Yes-No), Name City of Wichita
- Public Sanitary Sewers  (Yes-No), Name \_\_\_\_\_
- Health Department Approval (where applicable) \_\_\_\_\_ (Yes-No)
- City of Wichita  Three-Mile Area

The owner herein agrees to comply with the Subdivision Regulations for the Wichita-Sedgwick County Metropolitan Area, as approved, and all other pertinent ordinances of the City of Wichita and/or Resolutions of Sedgwick County, Kansas, and Statutes of the State of Kansas. He further agrees that he waives the 60-day statutory period in which the Planning Commission or governing body must act. In addition, it is agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds, as well as all costs of publication of initiating resolutions approving any petition for improvements, such as streets, sewer, sidewalks, etc. shall be assumed and paid by the owner when billed. The undersigned further states that he is the owner of the property proposed for platting.

Owner's Signature: Mark S. [Signature] PRESIDENT  
GUN CLUB DEVELOPMENT, INC.

Wichita-Sedgwick County Metropolitan Area  
Planning Commission, 10th Floor, City Hall,  
455 North Main, Wichita, Kansas 67202.

Received by R.O.  
Date 12-18-78  
Fee Submitted already

ACKNOWLEDGEMENT

City of Wichita)  
Sedgwick County) ss  
State of Kansas)

I, Gun Club Development, Inc., owner of  
(give name of proposed plat, if appropriate) \_\_\_\_\_  
Gleneagles Second Addition

do hereby acknowledge that in accordance with the sidewalk policy of the City of Wichita, construction of sidewalks is required on the following streets within the addition:

- |                     |                      |
|---------------------|----------------------|
| 1. Gleneagles Drive | 8. Harmony Court     |
| 2. Gleneagles Court | 9. Harmony           |
| 3. Woodchuck        | 10. Douglas Ave.     |
| 4. Prestwick        | 11. Prestwick Circle |
| 5. Muirfield        |                      |
| 6. Muirfield Circle |                      |
| 7. Muirfield Court  |                      |

*no longer needed*

This is to place on notice all owners of lots and subsequent owners thereof within said addition that as a result of the above cited policy, said owners and subsequent owners thereof are responsible for seeing that sidewalks are installed or guaranteed by cash or other acceptable financial means as a precondition of the issuance of a building permit for all development occurring on lots or portions thereof within \_\_\_\_\_

Gleneagles Second Addition.

Signed this 19th day of May, 1979.

Gun Club Development, Inc.



By: Mark G. Dotzour  
President

City of Wichita)  
Sedgwick County) ss  
State of Kansas)

Be it remembered that on this 19th day of May, 1979, before me, a notary public in and for said County and State, came Mark G. Dotzour, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Helen E. Holm  
Notary Public Helen E. Holm

My Commission Expires:

Feb. 9, 1981

THE CITY OF WICHITA  
OFFICE OF CITY MANAGER

1979  
DATE March 14, 1983  
20 file

TO Administrators Addressed  
FROM Robert G. Finch, Deputy City Manager

SUBJECT Request for Initiation of Public  
Improvements -- Gleneagles  
Second Addition, Phase II

You have been provided with a copy of Tom Powell's memorandum to me of March 10, 1983, in which he advises that the real estate purchase contract for guarantee of the subject public improvements does not provide assurance to the City that the property will be developed and special assessments will be paid as required by AR 31.

Because of this opinion, the City Manager's approval of the Gleneagles Second Addition, Phase II assignment of sale agreement, is null and void and Mr. Anderson is asked to retrieve and nullify all copies.

This matter will be considered further in the study of AR 31 which is currently being done by the Department of Housing and Economic Development.



Robert G. Finch  
Deputy City Manager

RGF/pd

cc: John Dekker, Director of Law  
Russell L. Brenner, Director of Administration  
Don E. Anderson, Director of Housing and Economic Development  
R. W. Bruggeman, Director of Engineering  
Robert A. Lakin, Director of Planning (w/a)  
John Wynkoop, Director of Water and Water Pollution Control (w/a)

RECEIVED

MAR 15 1983

METROPOLITAN PLANNING

ROUTE

THE CITY OF WICHITA  
OFFICE OF LAW DEPARTMENT

DATE

Office of the City Manager  
[initials] SH \_\_\_\_\_  
[initials] TH \_\_\_\_\_  
March 10, 1983  
MAR 10 1983  
Copies To \_\_\_\_\_  
Send To \_\_\_\_\_  
City Attorney \_\_\_\_\_



TO Robert G. Finch, Deputy City Manager  
FROM Thomas R. Powell, Senior Assistant

SUBJECT

Request for Initiation of  
Public Improvements --  
Gleneagles 2nd Addition,  
Phase II

The attention of the Department of Law was drawn to the above-referenced matter by a memorandum from Russell Brenner to you wherein Mr. Brenner questions the validity of the real estate purchase contract that was pledged to the City as reasonable assurance in relation to a paving project within Gleneagles 2nd Addition.

In regard to the question raised by Mr. Brenner, the pertinent part of AR31-2 provides as follows:

"Assignment of sale agreement (substantially in the form attached hereto as Exhibit II) pledging to the City all rights under bona fide sale contracts, including a ten per cent (10%) down payment, and applying to at least 35% of the benefited property..."

The real estate purchase contract pledged to the City in this matter is between Blue Mountain Company, Inc., Robert L. Liebl, President; and Liebl and Brown, a partnership. As pointed out by Mr. Brenner, an arrangement where a corporation is selling land under a real estate purchase contract to its president raises a question as to whether the sales contract is "bona fide." It appears to me that, although not specifically set forth, the cited portion of AR31-2 contemplates an assignment to the City of sales contracts of individuals who are buying lots for purposes of constructing homes thereon. A contract for 24 lots between a corporation and its president does not provide reasonable assurance that a special assessment will be paid when due.

In addition, a review of the sales agreement assigned to the City, i.e., the agreement between Blue Mountain Company, Inc. and a partnership identified as Liebl and Brown, discloses that deeds to the lots were conveyed from the corporation to the partnership on February 4, 1983. The sales agreement provides no lien, mortgage, or right of foreclosure against the land purchased by the Buyer. The only obligation of the Buyer is to pay the Seller the balance due, \$114,750.00, on April 15, 1983, or when a second draw from the construction loan is made, whichever comes first. If payment is not made, the Seller (or the City who has

Robert G. Finch  
March 10, 1983  
Page 2

been assigned the Seller's rights in the agreement) has no right to foreclose on the real property previously conveyed to the Buyer.

Thus, the pledge of the sales agreement to the City amounts to a promise to pay by the partnership of Liebl and Brown and, other than this provision, the City has no assurance the property will be developed or that the special assessment, once improvements are constructed, will be paid. This does not comply with the spirit and intent of AR31-2.

*Thomas R. Powell*

Thomas R. Powell  
Senior Assistant City Attorney

TRP:cdh

cc: John Dekker, Director of Law  
Russell Brenner, Director of Administration  
Don E. Anderson, Director of Housing & Economic Development  
R. E. Bruggeman, Director of Engineering

THE CITY OF WICHITA  
OFFICE OF Industrial Development

DATE November 9, 1981  
NOV 10 1981

TO E. H. Denton, City Manager  
FROM Karl J. Kennedy, Industrial Analyst

SUBJECT Request for Initiation of  
Public Improvements -  
Gleneagles 2nd Addition

Office of the City Manager  
[ ] END [ ] SH  
[ ] [ ] [ ] [ ] [ ] [ ]  
NOV 9 1981  
[ ] Copies To  
[ ] Send To  
[ ] File



Mr. Mark Dotzour, developer of the Gleneagles 2nd Addition, has been working with various City of Wichita departments relative to the Development Policy for Public Improvements. As of October 30, 1981, all requirements have been satisfied under AR 31 Revised for submitting sales contracts as guarantees for development to initiate public improvements in the development project entitled Gleneagles 2nd Addition.

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

1. As "Assignment of Sales Agreements" form assigning three certain Real Estate Purchase Contracts to the City of Wichita and listing the petitioned public improvement.
2. A "Listing of Sales Agreements" form listing three building lots pledged to the City.
3. Three "Real Estate Purchase Contracts" for three building lots which represents 37.5 percent of the properties benefitting from the petitioned public improvement.
4. A check payable to the City of Wichita in the amount of \$1,875.00 which represents 10 percent of the purchase price of the three lots pledged as security for the cost of the petitioned public improvement.

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

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

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

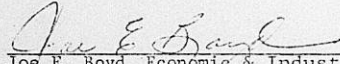
It is recommended that the petitioned public improvement be approved for installation.

*Karl J. Kennedy*  
Karl J. Kennedy  
Industrial Analyst

*5 less than  
5% of purchase  
cost.*

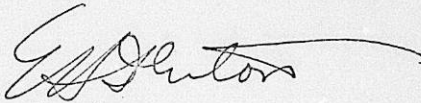
E. H. Denton, City Manager  
Request for Initiation of Public Improvements - Gleneagles 2nd Addition  
November 9, 1981  
Page -2-

APPROVED:

  
\_\_\_\_\_  
Joe E. Boyd, Economic & Industrial  
Development Officer

cc: Russell Brenner, Director of Administration  
Robert Lakin, Director of Planning  
Ray Bruggeman, Director of Engineering  
Paul Graves, Chief Engineer  
Mike Lindebak, Program Development Engineer  
Don Gisick, City Clerk  
Ralph Klose, City Treasurer

The Director of Engineering is hereby directed to proceed with the installation of the public improvement itemized for this project.

  
E. H. Denton  
City Manager

KK/st

DATE October 26, 1981

ROUTING:	
<input type="checkbox"/>	JB _____
<input type="checkbox"/>	KK _____
<input type="checkbox"/>	LT _____
OCT 26 1981	
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	FILE _____

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that Gleneagles Development, Inc. the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) three certain sales agreements attached hereto for the property listed and described in Attachment I to this assignment and which is hereby incorporated into this assignment as if fully set out herein, together with the sum of one thousand eight hundred and seventy-five dollars (\$ 1,875.00 ), said sum being equal to ten (10) percent of the purchase price of the aforementioned sales agreement(s), all of which is given to secure the cost of installing certain petitioned public improvements.

The properties so assigned constitute thirty-seven percent ( 37 % ) of the properties to be benefitted by the following public improvements:

1. Street paving
- 
- 
- 
- 
- 
- 
- 
- 

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

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

Gleneagles Development, Inc.  
 by: Mark G. Dotzour  
 Mark G. Dotzour, President

STATE OF KANSAS)SS  
 SEDGWICK COUNTY)

Sworn to and subscribed before me this 26th day of October, 19 81.



Mark G. Dotzour  
 Notary Public  
 G. Gordon Dotzour

My Commission Expires March 18, 1984

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

**LISTING OF SALES AGREEMENTS**  
in Gleneagles Second Addition Subdivision

a. Lot 24, Block 6, Gleneagles Second Addition  
b. Purchaser Dotzour Inc.  
Address 9100 W. Central Wichita, Kansas 67212  
Telephone 722-2345  
c. Contract Sales Price \$6,250  
d. Down Payment Assigned \$625.00

a. Lot 25, Block 6, Gleneagles Second Addn.  
b. Purchaser Dotzour Inc.  
Address 9100 W. Central Wichita, Kansas 67212  
Telephone 722-2345  
c. Contract Sales Price \$6,250  
d. Down Payment Assigned \$625.00

a. Lot 26, Block 6, Gleneagles Second Addition  
b. Purchaser Dotzour Inc.  
Address 9100 W. Central Wichita, Kansas 67212  
Telephone 722-2345  
c. Contract Sales Price \$6,250  
d. Down Payment Assigned \$625.00

a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

a. Lot \_\_\_\_\_  
b. Purchaser \_\_\_\_\_  
Address \_\_\_\_\_  
Telep' one \_\_\_\_\_  
c. Contract Sales Price \_\_\_\_\_  
d. Down Payment Assigned \_\_\_\_\_

# REAL ESTATE PURCHASE CONTRACT



*This Agreement*, Made and entered into this 25th day of October, 1981  
by and between Gleneagles Development, Inc.  
party of the First Part, hereinafter referred to as "Seller," whether one or more, and  
Dotzour, 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 Sedgewick County, State of Kansas, to-wit:  
Lot 24, Block 6, Gleneagles Second Addition to Wichita, Kansas.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of (\$6,250.)  
Six thousand two hundred and fifty Dollars  
in manner following, to-wit: \$1,250 to be paid in cash at closing. Balance of \$5,000. Dollars  
to be paid along with simple interest of 11% upon second draw from construction  
loan on the above described lot or April 15, 1985 whichever is the first to  
occur.

It is acknowledged that this contract will be pledged to the City of Wichita as  
guarantee to initiate installation of City utilities.

3. The form of Title Evidence shall be at the sole election of the Seller, but shall consist of either an Abstract of Title certified to current date or an owner's Policy of Title Insurance, to the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions and special assessments now  
of record and to be made of record in the future.

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 Gleneagles Development, Inc.  
the sum of (\$625.00) Six hundred and twenty-five 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 obligations 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 date of closing. 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 April 15, 1982

9. Possession to be given to Buyer on or before upon closing of this contract.

10. Seller agrees to have City water, paving and sewer installed and to have  
natural gas, phone and electricity installed. Cost of water, sewer, and  
storm drainage sewer and paving to be spread on 15 year special assessments.

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

Dotzour Inc.  
by: G. Gordon Dotzour, Pres.  
G. Gordon Dotzour, Pres.

Gleneagles Development, Inc.  
by: Mark G. Dotzour, Pres.  
Mark G. Dotzour, Pres.

# REAL ESTATE PURCHASE CONTRACT



*This Agreement*, Made and entered into this 25th day of October, 1981,  
by and between Gleneagles Development, Inc.  
party of the First Part, hereinafter referred to as "Seller," whether one or more, and  
Dotzour, 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 Sedgewick County, State of Kansas, to-wit:  
Lot 25, Block 6, Gleneagles Second Addition to Wichita, Kansas.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of (\$6,250.)  
Six thousand two hundred and fifty Dollars  
in manner following, to-wit: \$1,250 to be paid in cash at closing. Balance of \$5,000.  
to be paid along with simple interest of 11% upon second draw from construction  
loan on the above described lot or April 15, 1985 whichever is the first to  
occur.

It is acknowledged that this contract will be pledged to the City of Wichita as  
guarantee to initiate installation of City utilities.

3. The form of Title Evidence shall be at the sole election of the Seller, but shall consist of either an Abstract of Title certified to current date or an owner's Policy of Title Insurance, to the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions and special assessments now  
of record and to be made of record in the future.

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 Gleneagles Development, Inc.  
the sum of (\$625.00) Six hundred and twenty-five 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 obligations 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 date of closing. 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 April 15, 1982.

9. Possession to be given to Buyer on or before upon closing of this contract.

10. Seller agrees to have City water, paving and sewer installed and to have  
natural gas, phone and electricity installed. Cost of water, sewer, and  
storm drainage sewer and paving to be spread on 15 year special assessments.

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

Dotzour Inc.  
by: G. Gordon Dotzour, Pres.

Gleneagles Development, Inc.  
by: Mark G. Dotzour, Pres.

REAL ESTATE PURCHASE CONTRACT



This Agreement, Made and entered into this 25th day of October, 1981, by and between Gleneagles Development, Inc. party of the First Part, hereinafter referred to as "Seller," whether one or more, and Dotzour, 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 Sedgewick County, State of Kansas, to-wit: Lot 26, Block 6, Gleneagles Second Addition to Wichita, Kansas.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of (\$6,250.) Six thousand two hundred and fifty Dollars in manner following, to-wit: \$1,250 to be paid in cash at closing. Balance of \$5,000. to be paid along with simple interest of 11% upon second draw from construction loan on the above described lot or April 15, 1985 whichever is the first to occur.

It is acknowledged that this contract will be pledged to the City of Wichita as guarantee to initiate installation of City utilities.

3. The form of Title Evidence shall be at the sole election of the Seller, but shall consist of either an Abstract of Title certified to current date or an owner's Policy of Title Insurance, to the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions and special assessments now of record and to be made of record in the future.

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 Gleneagles Development, Inc. Dollars, the sum of (\$625.00) Six hundred and twenty-five 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 obligations 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 date of closing. 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 April 15, 1982

9. Possession to be given to Buyer on or before upon closing of this contract.

10. Seller agrees to have City water, paving and sewer installed and to have natural gas, phone and electricity installed. Cost of water, sewer, and storm drainage sewer and paving to be spread on 15 year special assessments.

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

Dotzour Inc. by: G. Gordon Dotzour, Pres.

Gleneagles Development, Inc. by: Mark G. Dotzour, Pres.

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 21 through 28, inclusive, Block 6, Glen Eagles 2nd Addition.

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 Prestwick Circle from the northeast line of Muirfield to and including cul-de-sac.

That said pavement between aforesaid limits be constructed for a width of 24 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 28 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.

- (b) That the estimated and probable cost of the foregoing improvement being thirty-seven thousand dollars (\$37,000.00) with 100 percent 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 October 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 21 through 28, inclusive Block 6, Gleneagles 2nd 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 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
GLEN EAGLES 2ND ADDITION, BLOCK 6		
Lot 21	GLEN EAGLES DEVELOPMENT, INC. By: <i>Walter S. [Signature]</i> PRESIDENT	10/9/81
Lot 22		
Lot 23		

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

GLEN EAGLES 2ND ADDITION, BLOCK 6

10/9/81

- Lot 24
- Lot 25
- Lot 26
- Lot 27
- Lot 28

GLENEAGLES DEVELOPMENT, INC.  
By: *Mark S. Hoff*  
PRESIDENT

AN ABTRACTOR'S CERTIFICATE OF OWNERSHIP MUST ACCOMPANY THIS PETITION

OWNERSHIP LIST

<u>Lot</u>	<u>Block</u>	<u>Addition</u>	<u>Property Owner</u>
21 thru 28, odd & even inclusive	6	Gleneagles 2nd Addition	Gun Club Development Inc., Now Known as Gleneagles Development Inc., 9100 W. Central, 67212

We hereby certify the foregoing to be a true and correct list of  
the property owners of

Lots 21 through 28, Block 6, Gleneagles  
Second Addition, Wichita, Sedgwick County,  
Kansas

as shown by the last deed of record on file in the Office of the Register  
of Deeds of Sedgwick County, Kansas, on the 10th day of September, 1981,  
at 7:00 A.M.

THE SECURITY ABSTRACT & TITLE CO. INC.

By

*Mary Gable*  
Vice-President

Order No. 302695  
GE

THE CITY OF WICHITA  
OFFICE OF Industrial Development

RECEIVED

SEP 20 1979 September 17, 1979

METROPOLITAN PLANNING

TO E. H. Denton, City Manager  
FROM Karl J. Kennedy, Industrial Analyst

ROUTE

*A. J. Jones*

<input checked="" type="checkbox"/> EHD	<input type="checkbox"/> HP
<input type="checkbox"/> RGF	<input type="checkbox"/> SH
<input type="checkbox"/> RJK	<input type="checkbox"/>
City Manager	
<input checked="" type="checkbox"/> Copies To	
<input checked="" type="checkbox"/> Send To <i>KENNEDY</i>	
<input type="checkbox"/> File	

SUBJECT Request for Initiation of Public  
Improvements - Gleneagles 2nd  
Addition

Mr. Mark Dotzour, developer of the Gleneagles Second Addition, has been working with various City of Wichita departments relative to providing sales purchase contracts together with a 10% deposit of the sales price of the contracts as guarantees of costs for the installation of certain petition public improvements. As of September 17, 1979 all requirements have been satisfied under AR31 Revised to initiate the petitioned public improvements in the development project entitled Gleneagles 2nd Addition.

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

1. An "Assignment of Sales Agreements" assigning twenty-six sales agreements to the City of Wichita, Kansas and listing the petitioned public improvements.
2. A "Listing of Sales Agreements" which lists the twenty-six sales agreements so assigned.
3. Copies of twenty-six Real Estate Purchase Contracts for 31 lots representing an average of 36% of the properties benefitting from the petitioned public improvements.
4. A check payable to the City of Wichita in the amount of \$21,575.00 which represents ten percent of the purchase price of the 31 lots pledged as security for the petitioned public improvements.

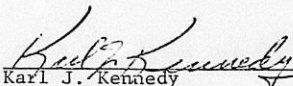
The Department of Housing and Economic Development staff has reviewed the above listed documents and has verified the percentages as accurate calculations.

These submissions provide "reasonable assurances" that the City's credit will not be adversely affected by the installation and financing of public improvements for this project as set out in AR31 Revised.

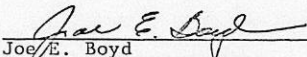
With a copy of this memorandum the original of these documents is being forwarded to the City Clerk and the check is being forwarded to the City Treasurer for deposit in a trust account.

September 17, 1979


It is requested that the petitioned public improvements be implemented.

  
Karl J. Kennedy  
Industrial Analyst

APPROVED:

  
Joe E. Boyd  
Economic and Industrial  
Development Officer

APPROVED:

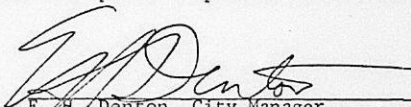
  
Don E. Anderson, Director  
Housing and Economic Development

KJK:mv

Attachments

cc: Russel Brenner, Director of Administration  
Ray Bruggeman, Director of Public Works  
Robert Lakin, Director of Planning  
John Wynkoop, Director of Water and Water Pollution Control  
Don Gisick, City Clerk  
Ralph Klose, City Treasurer  
Dean Sellers, Acting City Engineer

The Director of Public Works and the Director of Water and Water Pollution Control are hereby directed to install the public improvements itemized for this project.

  
E. H. Denton, City Manager

September 11, 1979

ASSIGNMENT OF SALES AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS, that Gleneagles Development, Inc. the undersigned, for value received, do hereby GRANT, ASSIGN, TRANSFER AND CONVEY unto the City of Wichita, Sedgwick County, Kansas, (a municipal corporation) twenty-six certain sales agreements attached hereto for the property listed and described in Attachment 1 to this assignment and which is hereby incorporated into this assignment as if fully set out herein, together with the sum of twenty-one thousand five hundred and seventy-five dollars (\$ 21,575.00), said sum being equal to ten (10) percent of the purchase price of the aforementioned sales agreement(s), all of which is given to secure the cost of installing certain petitioned public improvements.

The properties so assigned constitute thirty-six percent (36 %) of the properties to be benefitted by the following public improvements:

1. Asphaltic paving and curb
2. Sanitary Sewer
3. Water
4. Storm drainage sewer

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

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

Gleneagles Development, Inc.

by: Mark G. Dotzour  
Mark G. Dotzour, President

STATE OF KANSAS)SS  
SEDGWICK COUNTY)

Sworn to and subscribed before me this 11th day of September, 1979



Van A. Cox  
Notary Public

Commission Expires March 26 1980  
(One copy to be sent to the Director of Economic Development of the City of Wichita).

LISTING OF SALES AGREEMENTS  
in Gleneagles Second Addition Subdivision

a. Lot Lot 5, Block 2  
b. Purchaser Von M. Edens  
Address 1550 Northwest Parkway  
Telephone 722-8905  
c. Contract Sales Price 8,000.00  
d. Down Payment Assigned 800.00

a. Lot Lot 6, Block 2  
b. Purchaser Von M. Edens  
Address 1550 Northwest Parkway  
Telephone 722-8905  
c. Contract Sales Price 8,000.00  
d. Down Payment Assigned 800.00

a. Lot Lot 9, Block 3  
b. Purchaser Carl B. Forshee  
Address 8802 Bekemeyer  
Telephone 722-6432  
c. Contract Sales Price 9,000.00  
d. Down Payment Assigned 900.00

a. Lot Lot 10, Block 3  
b. Purchaser ~~Carl B. Forshee~~ Von M. Edens  
Address ~~8802 Bekemeyer~~ 1550 Northwest Parkway  
Telephone ~~722-6432~~ 722-8905  
c. Contract Sales Price 8,000.00  
d. Down Payment Assigned 800.00

a. Lot Lot 2, Block 4  
b. Purchaser Carl B. Forshee  
Address 8802 Bekemeyer  
Telephone 722-6432  
c. Contract Sales Price 7,000.00  
d. Down Payment Assigned 700.00

a. Lot Lot 3, Block 4  
b. Purchaser Carl B. Forshee  
Address 8802 Bekemeyer  
Telephone 722-6432  
c. Contract Sales Price 6,500.00  
d. Down Payment Assigned 650.00

LISTING OF SALES AGREEMENTS  
in Gleneagles Second Addition Subdivision

- a. Lot Lot 3, Block 5,
- b. Purchaser Carl B. Forshee  
Address 8802 Bekemeyer  
Telephone 722-6432
- c. Contract Sales Price 7,500.00
- d. Down Payment Assigned 750.00

- a. Lot Lot 1, Block 5
- b. Purchaser Glenn N. Wallace  
Address 1650 S. St. Francis  
Telephone 264-2208
- c. Contract Sales Price 8,000.00
- d. Down Payment Assigned 800.00

- a. Lot Lot 2, Block 5
- b. Purchaser Glenn N. Wallace  
Address 1650 S. St. Francis  
Telephone 264-2208
- c. Contract Sales Price 7,500.00
- d. Down Payment Assigned 750.00

- a. Lot Lot 10, Block 4
- b. Purchaser Ed Cody Construction Inc.  
Address 511 S. Woodchuck  
Telephone 722-2083
- c. Contract Sales Price 7,500.00
- d. Down Payment Assigned 750.00

- a. Lot Lot 5 and Lot 6, Block 1
- b. Purchaser Si Womer Building Company  
Address 2252 Bella Vista  
Telephone 943-8689
- c. Contract Sales Price 13,000.00
- d. Down Payment Assigned 1,300.00

- a. Lot Lot 10, Block 1,
- b. Purchaser Von M. Edens  
Address 1550 Northwest Parkway  
Telephone 722-8905
- c. Contract Sales Price 6,500.00
- d. Down Payment Assigned 650.00

3

**LISTING OF SALES AGREEMENTS**  
 in Gleneagles Second Addition Subdivision

a. Lot Lot 11 and 12, Block 3, and Lot 11,12 and 13 Block 1, Gleneagles 2nd Addn.  
 b. Purchaser David L. Niedens  
 Address 3202 W. 13th  
 Telephone 943-9397  
 c. Contract Sales Price 34,000.00  
 d. Down Payment Assigned 3,400.00

a. Lot Lot 3, Block 1, Gleneagles 2nd Addn.  
 b. Purchaser Carl B. Forshee  
 Address 8802 Bekemeyer  
 Telephone 722-6432  
 c. Contract Sales Price 6,000.00  
 d. Down Payment Assigned 600.00

a. Lot Lot 4, Block 1, Gleneagles 2nd Addn'  
 b. Purchaser Carl B. Forshee  
 Address 8802 Bekemeyer  
 Telephone 722-6432  
 c. Contract Sales Price 6,000.00  
 d. Down Payment Assigned 600.00

a. Lot Lot 7, Block 1  
 b. Purchaser Carl B. Forshee  
 Address 8802 Bekemeyer  
 Telephone 722-6432  
 c. Contract Sales Price 6,250.00  
 d. Down Payment Assigned 625.00

a. Lot Lot 8, Block 1  
 b. Purchaser ~~XXXXXXXXXXXX~~ Von M. Edens  
 Address ~~XXXXXXXXXXXX~~ 1550 Northwest Parkway  
 Telephone ~~XXXXXXXXXX~~ 722-8905  
 c. Contract Sales Price 6,250.00  
 d. Down Payment Assigned 625.00

a. Lot Lot 9, Block 1  
 b. Purchaser ~~XXXXXXXXXXXX~~ Von M. Edens  
 Address ~~XXXXXXXXXXXX~~ 1550 Northwest Parkway  
 Telephone ~~XXXXXXXXXX~~ 722-8905  
 c. Contract Sales Price 6,250.00  
 d. Down Payment Assigned 625.00

LISTING OF SALES AGREEMENTS  
in Gleneagles Second Addition Subdivision

a. Lot Lot 8, Block 4  
 b. Purchaser Glenn N. Wallace  
 Address 1650 S. St Francis  
 Telephone 264-2208  
 c. Contract Sales Price 7,000.00  
 d. Down Payment Assigned 700.00

a. Lot Lot 9, Block 4  
 b. Purchaser Glenn N. Wallace  
 Address 1650 S. St. Francis  
 Telephone 264-2208  
 c. Contract Sales Price 8,000.00  
 d. Down Payment Assigned 800.00

a. Lot Lot 11, Block 4  
 b. Purchaser XXXXXXXXXXXX Carl B. Forshee  
 Address XXXXXXXXXXXX 8802 Bekemeyer  
 Telephone XXXXXXXXXX 722-6432  
 c. Contract Sales Price 6,500.00  
 d. Down Payment Assigned 650.00

a. Lot Lot 12, Block 4  
 b. Purchaser Carl B. Forshee  
 Address 8802 Bekemeyer  
 Telephone 722-6432  
 c. Contract Sales Price 6,250.00  
 d. Down Payment Assigned 625.00

a. Lot Lot 17, Block 4  
 b. Purchaser Carl B. Forshee  
 Address 8802 Bekemeyer  
 Telephone 722-6432  
 c. Contract Sales Price 6,250.00  
 d. Down Payment Assigned 625.00

a. Lot Lot 7, Block 4  
 b. Purchaser Ed Cody Construction Inc.  
 Address 511 S. Woodhuck  
 Telephone 722-2093  
 c. Contract Sales Price 6,500.00  
 d. Down Payment Assigned 650.00

LISTING OF SALES AGREEMENTS  
in Glencages Second Addition Subdivision

- a. Lot Lot 13, Block 8
- b. Purchaser Harold E. Holding  
Address 1623 Palisade  
Telephone 265-8458
- c. Contract Sales Price 7,500.00
- d. Down Payment Assigned 750.00

- a. Lot Lot 5, Block 4
- b. Purchaser Harold E. Holding  
Address 1623 Palisade  
Telephone 265-8458
- c. Contract Sales Price 6,500.00
- d. Down Payment Assigned 650.00

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

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

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

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







# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4 day of Sept, 1979,  
 by and between Gleneagles Development, Inc., a Kansas corporation  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and Robert B. Jaroske  
Richard Jaroske  
 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 and legally described as:  
Lot 9-Block-3

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of 19,000.00

Dollars in manner following, to-wit: \$ 9,000.00 cash down at closing. Balance of \$ 8,100.00 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~either XXXXX or XXXXX~~ and share equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of NINE HUNDRED (\$ 900.00) 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 obligations 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 understood and agreed that the Buyer shall be responsible for the payment of all taxes levied on the property for the calendar year on the basis of taxes levied, or for prior year.~~ 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 April 15, 1980.

9. Possession to be given to Buyer ~~on XXXXX~~ closing.

See reverse side.

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

Robert B. Jaroske  
Richard Jaroske  
 Buyer

Gleneagles Development, Inc.  
 by: Mal. Bell  
 Seller



REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4 day of Sept, 1979, by and between Gleneagles Development, Inc., a Kansas corporation party of the First Part, hereinafter referred to as "Seller," whether one or more, and Dan M. Edens 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 and legally described as: LOT-13-SUBT LOT-10-048-3

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of \$8,000.00

in manner following, to-wit: \$800.00 cash down at closing. Balance of \$7,200.00 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer and share equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of EIGHT HUNDRED (800.00) 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 obligations 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. The Buyer agrees to pay all taxes levied on the premises hereunder, including taxes levied 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 April 15, 1980.

9. Possession to be given to Buyer on closing.

See reverse side.

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

Dan M. Edens Buyer

Gleneagles Development, Inc. by: [Signature] Seller





REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 14 day of Sept, 1974, by and between Gleneagles Development, Inc., a Kansas corporation party of the First Part, hereinafter referred to as "Seller," whether one or more, and Carl B. Jarshce 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 and legally described as: Lot 3 - Blk 4

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of 6,500 Dollars

in manner following, to-wit: \$650.00 cash down at closing. Balance of \$5850.00 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer and equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of \$750 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 obligations 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. Taxes shall be prorated 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 April 15, 1980.

9. Possession to be given to Buyer on closing.

See reverse side.

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

Buyer signature: Carl B. Jarshce

Seller signature: Gleneagles Development, Inc. by: [Signature]







# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4 day of Sept, 1979, by and between Gleneagles Development, Inc., a Kansas corporation party of the First Part, hereinafter referred to as "Seller," whether one or more, and Glenn Wallace

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 and legally described as:  
LOT 11 BKT LOT 2-B&K-5

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of \$4,500.

Dollars in manner following, to-wit: \$750.00 cash down at closing. Balance of \$3,750.00 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~and~~ and share equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of \_\_\_\_\_ 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 obligations 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. ~~Taxes shall be prorated for calendar year on the basis of taxes levied, or for prior year.~~ Taxes shall be prorated 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 April 15, 1980.

9. Possession to be given to Buyer on ~~xxxxxxx~~ closing.

See reverse side.

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

Glenn Wallace

Gleneagles Development, Inc.

Buyer

by: Mark S. [Signature]

Seller





# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 6<sup>TH</sup> day of SEPTEMBER, 1977.  
 by and between Gleneagles Development, Inc., a Kansas corporation  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and  
SE WOMER BUILDING CO.  
 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 and legally described as:  
LOTS 5 AND 6, BLOCK 1, GLENEAGLES  
2ND ADDITION TO WICHITA, KANSAS.

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of (\$13,000.00) Dollars  
Thirteen thousand

in manner following, to-wit: \$ 6,500.00 cash down at closing. Balance of \$ 6,500.00 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~one~~ and ~~equally~~ share property, showing a merchantable title vested in the Seller, subject to easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. Dollars, the sum of One thousand three hundred (\$1,300.00) 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 obligations 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 understood and agreed that the Buyer shall be responsible for the payment of all taxes levied on the property during the term of this contract.~~ 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 April 15, 1980.

9. Possession to be given to Buyer on ~~at~~ closing.

See reverse side.

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

Se Womer Bldg Co.  
Se Womer  
 Buyer

Gleneagles Development, Inc.  
 by: Walter J. Gleneagles  
 Seller



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4 day of Sept, 1979,  
 by and between Glencagles Development, Inc., a Kansas corporation  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and Don M. Edean  
Don M. Edean  
 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 and legally described as:  
LOT 10 - BLK - 1

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of 6,500

6,500.00 Dollars  
 in manner following, to-wit: \$6,500.00 cash down at closing. Balance of \$5,250.00  
 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Glencagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~and~~ and equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Glencagles Development, Inc. the sum of \_\_\_\_\_ 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 obligations 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 understood and agreed between the parties hereto that the taxes on the above described premises shall be prorated 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 April 15, 1980.

9. Possession to be given to Buyer on ~~or before~~ closing.

See reverse side.

WITNESS OUR HANDS AND SEALS the day and year first above written.  
Don M. Edean Glencagles Development, Inc.  
Don M. Edean by: Mark S. [Signature]  
 Buyer Seller



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4<sup>th</sup> day of September, 1979.  
 by and between Gleneagles Development, Inc., a Kansas corporation  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and  
Russel K. Hedeman  
 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 and legally described as:  
lots 11 and 12, Block 3, lots 11, 12, and 13, Block 1

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of Twenty-three thousand and no/100 Dollars

in manner following, to-wit: \$19,000.00 cash down at closing. Balance of \$4,000.00 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~and~~ and equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of Three thousand four hundred and no/100 Dollars, as 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 obligations 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 understood and agreed that the Seller shall be responsible for the payment of all taxes levied on the property for the calendar year on the basis of taxes levied, or for prior year.~~ 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 April 15, 1980.

9. Possession to be given to Buyer on ~~at~~ closing.

See reverse side.

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

David Hedeman  
Buyer

Gleneagles Development, Inc.  
by: Mark S. Hedeman  
Seller



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 14 day of Sept., 1979,  
 by and between Gleneagles Development, Inc., a Kansas corporation  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and Lion M Edens  
Buyer's Name  
 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 and legally described as:  
Lot 5, Blk. 2

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of \$8,000.00

in manner following, to-wit: \$8,000.00 cash down at closing. Balance of \$7,200.00 Dollars to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~and~~ and equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of EIGHT THOUSAND (8000.00) 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 obligations 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. ~~As to the taxes levied on the above described premises, the Buyer shall be responsible for the same.~~ 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 April 15, 1980.

9. Possession to be given to Buyer on ~~at~~ closing.

See reverse side.

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

Lion M Edens  
Audrey M Edens  
 Buyer

Gleneagles Development, Inc.  
 by: Mal S. Edens  
 Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4 day of Sept, 1979,  
 by and between Gleneagles Development, Inc., a Kansas corporation  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and Wm M Edens  
~~Anthony J. Edens~~  
 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 and legally described as:  
LOT 13 - BURT LOT 10 - BURT - 3

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of \$8,000.00

in manner following, to-wit: \$800.00 cash down at closing. Balance of \$7,200.00 Dollars to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~and~~ and equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of EIGHT HUNDRED (800.00) 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 obligations 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 understood and agreed between the parties hereto that all taxes shall be prorated for calendar year on the basis of taxes levied, or for prior year.~~ Taxes shall be prorated 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 April 15, 1980.

9. Possession to be given to Buyer on ~~XXXXXX~~ closing.

See reverse side.

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

Wm M Edens  
Anthony J. Edens  
 Buyer

Gleneagles Development, Inc.

by: Wm M Edens  
 Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 14 day of Sept, 1979  
 by and between Gleneagles Development, Inc., a Kansas corporation  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and Carl B. Jarabe  
 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 and legally described as:  
Lot 4 Block 3 Lot 2 Bldg 4

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of 1,000

in manner following, to-wit: \$ 700.00 cash down at closing. Balance of \$ 300.00 Dollars to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~and~~ and equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of SEVEN HUNDRED (\$700.00) 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 obligations 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 understood and agreed that the Seller shall not be responsible for any taxes levied on the property for the calendar year on the basis of taxes levied, or for prior year.~~ 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 April 15, 1980.

9. Possession to be given to Buyer on ~~the~~ closing.

See reverse side.

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

Carl B. Jarabe  
Carl B. Jarabe  
 Buyer

Gleneagles Development, Inc.

by: Carl B. Jarabe  
 Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home (without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



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11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4 day of Sept, 1979,  
 by and between Gleneagles Development, Inc., a Kansas corporation  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and Ed Cody, Co-owner  
Ed Cody Co-owner 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 and legally described as:  
Lot 10 BLR 4

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of 7500 Dollars

in manner following, to-wit: \$ 750.00 cash down at closing. Balance of \$6,750 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~and~~ share equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of \_\_\_\_\_ 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 obligations 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 understood and agreed between the parties hereto that the taxes on the premises shall be prorated for calendar year on the basis of taxes levied, or for prior year.~~ 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 April 15, 1980.

9. Possession to be given to Buyer on ~~at~~ closing.

See reverse side.

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

Ed Cody Co-owner  
Ed Cody  
 Buyer

Gleneagles Development, Inc.  
 by: Ed Cody Co-owner  
 Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4th day of September, 1979,  
 by and between Gleneagles Development, Inc., a Kansas corporation,  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and  
David A. Feders  
 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 and legally described as:

lots 11 and 12, Block 3, Lots 11, 12, and 13, Block 1

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him, the above described real property, the sum of thirty four thousand dollars (\$34,000.00)

in manner following, to-wit: \$17,000.00 cash down at closing. Balance of \$17,000.00 Dollars to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~and~~ and share equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of thirty four thousand dollars (\$34,000.00) 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 obligations 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. ~~XXXXXX~~ XXXXXX 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 April 15, 1980.

9. Possession to be given to Buyer on ~~XXXXXX~~ closing.

See reverse side.

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

David A. Feders  
 Buyer

Gleneagles Development, Inc.  
 by: Mark S. [Signature]  
 Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between Gleneagles Development, Inc., a Kansas corporation party of the First Part, hereinafter referred to as "Seller," whether one or more, and \_\_\_\_\_

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 and legally described as:

LOT 3, P&R 1

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of 10000.00 Dollars

in manner following, to-wit: \$1000.00 cash down at closing. Balance of \$5,400 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~other~~ and ~~equally~~ with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of SIX HUNDRED (600.00) 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 obligations 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 the taxes shall be prorated for the calendar year on the basis of taxes levied, or for prior year.~~ 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 April 15, 1980.

9. Possession to be given to Buyer on ~~xxxxxx~~ closing.

See reverse side.

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

Carol B. Fowhee  
Keryn Fowhee  
Buyer

Gleneagles Development, Inc.  
by: Mal S. [Signature]  
Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by and between Gleneagles Development, Inc., a Kansas corporation party of the First Part, hereinafter referred to as "Seller," whether one or more, and \_\_\_\_\_

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 and legally described as:

LOT 4 BURL

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of \$10,000

in manner following, to-wit: \$10,000.00 cash down at closing. Balance of \$5,000.00 Dollars to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer \_\_\_\_\_ and \_\_\_\_\_ equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of \$10,000.00 (Ten Thousand Dollars) 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 obligations 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 understood and agreed between the parties hereto that the Seller shall be responsible for the payment of all taxes levied on the above described premises for the 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 April 15, 1980.

9. Possession to be given to Buyer on \_\_\_\_\_ closing.

See reverse side.

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

Buyer: [Signature]

Gleneagles Development, Inc.

Seller: [Signature]

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 5 day of Sept, 1979. by and between Gleneagles Development, Inc., a Kansas corporation party of The First Part, hereinafter referred to as "Seller," whether one or more, and Carl B. Forstee 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 and legally described as: Lot 7 B&W1

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, \$ consideration for the conveyance to him of the above described real property, the sum of 6,250

Dollars in manner following, to-wit: \$6,250.00 cash down at closing. Balance of \$5,625.00 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~with~~ and share equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of SIX HUNDRED AND TWENTY-FIVE (6,250.00) 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 obligations 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 understood and agreed by and between the parties hereto that all taxes and assessments (if any) acceptable to Buyer shall be paid by the Buyer and the Seller shall be held harmless and indemnified by the Buyer for all taxes and assessments (if any) acceptable to Buyer 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 April 15, 1980.

9. Possession to be given to Buyer on ~~the~~ closing.

See reverse side.

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

Carl B. Forstee
Buyer

Gleneagles Development, Inc.
by: [Signature]
Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 14 day of Sept, 1979, by and between Gleneagles Development, Inc., a Kansas corporation party of the First Part hereinafter referred to as "Seller," whether one or more, and Alan M. Edens 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 and legally described as: LOTS-BK-1

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of \$6250.00

Dollars in manner following, to-wit: \$625.00 cash down at closing. Balance of \$5625.00 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer and share equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of SIX HUNDRED AND TWENTY-FIVE (\$625.00) 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 obligations 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. 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 April 15, 1980.

9. Possession to be given to Buyer on closing.

See reverse side.

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

Alan M. Edens Buyer

Gleneagles Development, Inc. by: Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home (without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4 day of Sept, 1979,  
 by and between Gleneagles Development, Inc., a Kansas corporation  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and Don M. Edens  
and Audrey J. Edens  
 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 and legally described as:

Lot 9 - BCR1

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of 6,250.00

Dollars in manner following, to-wit: \$625.00 cash down at closing. Balance of \$5,625.00 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~of the~~ <sup>and</sup> share equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of SIX HUNDRED AND TWENTY-FIVE (6,250.00) 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 obligations 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 understood and agreed between the parties hereto that all taxes shall be prorated for calendar year on the basis of taxes levied, or for prior year.~~ Taxes shall be prorated 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 April 15, 1980.

9. Possession to be given to Buyer on ~~XXXXXX~~ closing.

See reverse side.

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

Don M. Edens  
Audrey J. Edens  
 Buyer

Gleneagles Development, Inc.  
 by: Mal S. Hoff  
 Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4 day of Sept, 1979, by and between Gleneagles Development, Inc., a Kansas corporation party of the First Part, hereinafter referred to as "Seller," whether one or more, and Calvin Wallace

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 and legally described as:

Lot 9 - BIK-4

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of \$2,000.00

in manner following, to-wit: \$800.00 cash down at closing, balance of \$7,200.00 Dollars to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~one and one-half (1 1/2) shares~~ and equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of \_\_\_\_\_ 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 obligations 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 understood and agreed that the Buyer shall be responsible for the payment of all taxes levied on the property for the calendar year on the basis of taxes levied, or for prior year.~~ 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 April 15, 1980.

9. Possession to be given to Buyer on ~~or before~~ closing.

See reverse side.

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

Calvin Wallace

Buyer

Gleneagles Development, Inc.

by: Walter S. [Signature]

Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home (without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4 day of Sept, 1979  
 by and between Gleneagles Development, Inc., a Kansas corporation  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and Carl B. Joseph  
 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 and legally described as:  
Lot 11-808-4

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of 6,500

Dollars  
 in manner following, to-wit: \$650.00 cash down at closing. Balance of \$5850.00  
 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~either~~ and share equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of \_\_\_\_\_ 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 obligations 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 the taxes on the above described real property shall be paid by the Buyer on the basis of taxes levied, or for prior year.~~ 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 April 15, 1980.

9. Possession to be given to Buyer on ~~xxxx~~ closing.

See reverse side.

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

Carl B. Joseph  
Buyer

Gleneagles Development, Inc.  
 by: Mark S. [Signature]  
Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 5 day of Sept., 1979,  
 by and between Gleneagles Development, Inc., a Kansas corporation  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and Carl B. Jaroske  
et Cheryl Jaroske  
 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 and legally described as:  
Lot 12 B.P.R. 4

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of 10,250

in manner following, to-wit: \$ 625.00 cash down at closing. Balance of \$ 9,625.00 Dollars to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~and~~ share equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of \_\_\_\_\_ 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 obligations 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 understood and agreed by and between the parties hereto that the taxes shall be prorated for the calendar year on the basis of taxes levied, or for prior year.~~ 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 April 15, 1980.

9. Possession to be given to Buyer on ~~the~~ closing.

See reverse side.

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

Carl B. Jaroske  
Cheryl Jaroske  
 Buyer

Gleneagles Development, Inc.  
 by: Mal S. [Signature]  
 Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home (without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 4 day of Sept, 1979  
 by and between Gleneagles Development, Inc., a Kansas corporation  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and Gene B. Foraker  
 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 and legally described as:  
LOT 17-BCK-4

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of 6,250

Dollars in manner following, to-wit: \$625.00 cash down at closing. Balance of \$5,625.00 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~either~~ and ~~equally~~ with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to: easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of \_\_\_\_\_ 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 obligations 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 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 \_\_\_\_\_.~~ 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 April 15, 1980.

9. Possession to be given to Buyer on ~~the~~ closing.

See reverse side.

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

Gene B. Foraker  
Gene B. Foraker  
 Buyer

Gleneagles Development, Inc.

by: Mark B. Foraker  
 Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home ( without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home (without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. Such option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Dotzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home (without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.



# REAL ESTATE PURCHASE CONTRACT

This Agreement, Made and entered into this 5 day of Sept, 1979,  
 by and between Gleneagles Development, Inc., a Kansas corporation  
 party of the First Part, hereinafter referred to as "Seller," whether one or more, and Harold & Shirley Halting  
 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 and legally described as:  
LOT 5 BLK 4

It is understood that Seller may elect to pledge this contract to the City of Wichita to fulfill the guarantees required by the City for installation of streets, water and sewer, and agrees to hold Buyer harmless from any damages thereunder.

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of 6500

Dollars in manner following, to-wit: \$ 650.00 cash down at closing. Balance of \$5,850 to be carried by Seller, evidenced by an interest bearing note payable at time of second draw on construction loan or 6 months from date of closing this contract, whichever is first in time, at an interest rate of 8%. Such note to be secured by a first mortgage of even date. Said mortgage is to be subordinated to a construction loan mortgage or a purchase money mortgage. Seller represents that City water, sewer, streets, underground electric and phone service and natural gas will be available in Gleneagles 2nd Addition at the earliest possible date, subject to engineering and scheduling by the City of Wichita.

3. Seller, at his option, agrees to furnish to the Buyer ~~one-half (50%) of the~~ and equally with Buyer in the cost of a Title Insurance Company's commitment and policy to insure the above described real property, showing a merchantable title vested in the Seller, subject to easements, restrictions to be filed of record and all special assessments which may be levied by the City of Wichita.

The Title Evidence shall be sent to Buyer or his mortgagee, as Buyer so directs 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 Gleneagles Development, Inc. the sum of \_\_\_\_\_ 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 obligations 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 understood and agreed that the Seller shall be responsible for the payment of all taxes levied on the property during the term of this contract.~~ 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 April 15, 1980.

9. Possession to be given to Buyer on ~~the~~ closing.

See reverse side.

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

Harold & Shirley Halting  
 Buyer

Gleneagles Development, Inc.

by: Mark S. [Signature]  
 Seller

10. Buyer agrees that at the time that this transaction closes that it will grant and convey to the Seller an option to re-purchase the real property at a price equal to the purchase price paid by the Buyer in this contract. This option to re-purchase to be void if the Buyer shall commence construction of a residence on each building site which is the subject matter of this contract within one year after street is completed in front of the building site.

11. Colzour Inc., Realtors acted as broker in this transaction. As part consideration for their services as broker, both parties agree that the Buyer is to give to said broker, at the time of the closing of this contract, an exclusive right to sell listing on homes to be constructed on the above described lot(s). Said listing to contain a price to be definitely determined by the Buyer at the time of the second draw from the construction lender and to expire 60 days from the time the residence is completed, including but not limited to installation of carpet and final yard grade, or twenty months from the date of the closing of this transaction, whichever is earlier in time. Commission to be 6% of sale price or exchange rate. Provided, that if the Buyer shall procure the ultimate Buyer of the home (without use of a real estate broker) that such commission shall be only 3% of sale price or exchange price. If Buyer shall occupy the home as their principal residence, there shall be no commission payable.

MICROFILMED  
FROM THE BEST  
AVAILABLE COPY

THE CITY OF WICHITA  
OFFICE OF Housing and Economic  
Development

DATE February 23, 1983

TO E. H. Denton, City Manager

FROM Don E. Anderson, Director of Housing and Economic Development

*JE*  
*2/23*

Office of the City Manager	
<input checked="" type="checkbox"/> EHD	<input type="checkbox"/> SH
<input type="checkbox"/> R	<input type="checkbox"/> TH
<input type="checkbox"/> RT	<input type="checkbox"/> MEC
FEB 23 1983	
<input type="checkbox"/> Copies To	_____
<input type="checkbox"/> Send To	_____
<input type="checkbox"/> File	_____

SUBJECT Request for Initiation of  
Public Improvements -  
Gleneagles 2nd Addition,  
Phase II

Mr. Robert L. Liebl, President of Blue Mountain Company, Inc., has been working with various City of Wichita departments relative to the Development Policy for Public Improvements. As of February 18, 1983, all requirements for guarantees through the utilization of sales contracts have been satisfied under AR31 Revised to initiate public improvements in the development project entitled Gleneagles 2nd Addition, Phase II.

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

1. An "Assignment of Sales Agreements" assigning one Real Estate Purchase Contract to the City of Wichita which lists the public improvements petitioned.
2. A "Listing of Sales Agreements" which list 24 lots sold and pledged to the City.
3. A "Real Estate Purchase Contract" for 24 lots. The 24 lots pledged to the City represents an average of 35 percent of the addition benefiting from the petitioned public improvements.
4. A check payable to the City of Wichita in the amount of \$12,750.00 which represents 10 percent of the purchase price of the 24 lots pledged to the City.

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

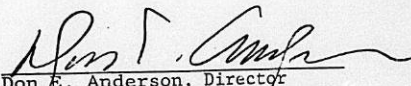
These submissions provide "reasonable assurances" that the City's credit will not be adversely affected by the installation and financing of the petitioned public improvements for this project as set out in AR31 Revised. It is noted, however, that the engineering estimates of cost for the installation of the petitioned public improvements totals \$330,700. The sales price of the 24 lots assigned to the City is \$127,500. The sales price plus the 10 percent cash deposit totals \$140,250 which is 42.4 percent of the estimated costs of installing the petitioned public improvements.

E. H. Denton, City Manager  
Request for Initiation of  
Public Improvements -  
Gleaneagles 2nd Addition, Phase II  
February 23, 1983

Page two

To date, 15 lots have had construction started on them in Phase I of the addition. The Wichita Public Schools have submitted a letter supporting the petition for the installation of paving as it would facilitate the routing of buses through the addition. The Wichita Water Department has indicated that the installation of the water main would eliminate the need to shut off water to the addition at such time that the proposed 20-inch water main improvement in Maple Street is implemented.

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

  
Don E. Anderson, Director  
Housing & Economic Development

DEA:KK:sp  
Attachments


cc: Russell Brenner, Director of Administration  
Robert Lakin, Director of Planning  
John Wynkoop, Director of Water & Water Pollution Control  
Ray Bruggeman, Director of Engineering  
Paul Graves, Chief Engineer, w/o attachments  
Bill Otten, Chief Engineer, Water Engineering Division  
Mike Lindebak, Program Development Engineer  
Don Gisick, City Clerk  
Ralph Klose, City Treasurer

The Director of Engineering and the Director of Water and Water Pollution Control are hereby directed to install the public improvements itemized for this project.

RECEIVED

MAR 2 1983

METROPOLITAN PLANNING  
ROUTE  \_\_\_\_\_  
 \_\_\_\_\_

  
E. H. Denton  
City Manager



February 4, 1983

Industrial Development Office  
City Hall - Eleventh Floor  
455 N. Main St.  
Wichita, Kansas 67202

Attention: Karl J. Kennedy  
Industrial Analyst

Re: Paving of Gleneagles Ct.,  
Woodchuck Lane, Gleneagles  
Drive from 2nd Street to Prest-  
wick and remainder of Murfield  
and installation of water lines  
benefiting 52 lots in Gleneagles  
Second Addition

Dear Karl:

Pursuant to our previous conversations, we are submitting a sale agree-  
ment on 19 lots and an assignment of sale agreement to the City of Wichita  
to facilitate the installation of public improvements (paving of streets  
and installation of water lines) on the remaining 52 lots in Gleneagles  
Second Addition.

Presently, three houses are under construction and at least four more  
are to begin construction this spring in Gleneagles Second Addition.  
Our taxes are paid current and it is our assurance that they will continue  
to be kept current.

If you have any questions, please contact us.

Respectfully submitted,

Robert L. Liebl, President  
Blue Mountain Company, Inc.

WICHITA PUBLIC SCHOOLS  
SCHOOL SERVICE CENTER  
3850 N. Hydraulic  
WICHITA, KANSAS 67219

Division of School Plant Planning  
and Operation Services  
Pupil Transportation Department  
(316) 832-1211, Ext. 310

November 1, 1982

Honorable City Commissioners  
City of Wichita  
455 N. Main  
Wichita, Kansas 67202

Re: Development and Paving of Gleneagles Street from Maple to 2nd Street

Dear Commissioners:

We have been informed by Mr. Gordon Dotzour, of Dotzour Development Co., that consideration is being given to the development and paving of Gleneagles Street from Maple to 2nd Street.

Although the Board of Education will not be involved in paying for this development, this letter is being written to advise you that this improvement would aid the Board of Education and the pupils it serves in the following ways:

1. If sidewalks are included in the development, it will provide a safer walking path to and from Mary Benton Elementary School for pupils residing north of Maple and east of Woodchuck. This will be especially helpful when Maple is reconstructed and we are able to recommend to the Board that certain bus routes now serving Mary Benton be discontinued.
2. At the present time we are unable to route large buses onto Gleneagles because they cannot be turned around safely to get back onto Maple. This development will allow buses serving Northwest High School, and other schools, to be routed from Maple to 2nd on Gleneagles with stops that are safer and closer to the residences of the pupils.

Should you have further questions, please contact me.

Sincerely yours,

  
Paul E. Pritchard

Supervisor of Pupil Transportation

PEP:mb

cc: Dr. Alvin E. Morris  
Dr. Richard L. Holstead  
Dr. David McElhiney  
Dr. Ralph Walker  
Dr. John Gasper  
Mr. George Doerksen

# THE CITY OF WICHITA



WATER DEPARTMENT  
ENGINEERING  
CITY HALL - EIGHTH FLOOR  
455 NORTH MAIN STREET  
WICHITA, KANSAS 67202

February 17, 1983

Karl Kennedy  
Industrial Analyst  
Housing and Economic  
Development

Re: Water Main Construction in  
Gleneagles 2nd Addition,  
Phase II

Dear Karl,

This is in regard to the installation of water mains and appurtenances in Phase II of Gleneagles 2nd Addition.

Phase II of Gleneagles 2nd Addition is located south of Second Street and north of Phase I of Gleneagles 2nd Addition.

At this time, Gleneagles 2nd Addition, Phase I is fed only from the south by a section of 20-inch main in Maple. The 20-inch main in Maple is fed by a 12-inch main in Woodchuck south of Maple. Plans are being drawn which will extend the 20-inch main in Maple from Ridge Road to Wagon Wheel. When the proposed 20-inch main is tied into the existing 20-inch main feeding Gleneagles 2nd Addition, Phase I, the addition will be shut down during both "tie-in" and chlorination. The construction of water mains in Phase II of Gleneagles 2nd would provide feed from the north and eliminate the need to shut down Gleneagles 2nd Addition, Phase I.

If you have any questions, please call me at centrex 4555.

Sincerely,

Robert A. Younkin, P.E.  
Civil Engineer II

RAY/b



**LISTING OF SALES AGREEMENTS**  
in Gleneagles Second Addition Subdivision

- a. Lots 1,2,3,4,5,11,12,13,14,15 (at \$5,500) Block 7  
b. Lots 1,2,3,4,5,6,7,8,9,10,16,17 (at \$5,000 each) Block 6, Lots 19,20 (at \$6,250 each) Block 6  
b. Purchaser Liebl and Brown, a partnership  
Address 3703 W. Douglas, Wichita, KS 67213  
Telephone (316) 942-1433  
c. Contract Sales Price \$127,500.00  
d. Down Payment Assigned \$12,750.00

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

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

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

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

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



# REAL ESTATE PURCHASE CONTRACT



This Agreement, Made and entered into this 4th day of February, 1983,  
by and between BLUE MOUNTAIN COMPANY, INC.

party of the First Part, hereinafter referred to as "Seller," whether one or more, and LIEBL AND BROWN, A PARTNERSHIP

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, State of Kansas, to-wit:  
Lots 1,2,3,4,5,6,7,8,9,10,16,17 (at \$5,000 each) Block 6,  
Lots 19 and 20 (at \$6,250 each) Block 6,  
Lots 1,2,3,4,5,11,12,13,14,15 (at \$5,500 each) Block 7,  
Gleneagles Second Addition

2. The Buyer hereby agrees to purchase, and to pay to the Seller, as consideration for the conveyance to him of the above described real property, the sum of (\$127,500.00) ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars in manner following, to-wit: \$12,750.00 to be paid in cash at closing. Balance of \$114,750.00 to be paid along with simple interest at 10% upon second draw from Construction Loan on the above described lots or April 15, 1985, whichever is the first to occur. It is acknowledged that this contract will be pledged to the City of Wichita as the guarantee used to initiate paving of streets and water line installation for the remaining lots in Gleneagles Second Addition.

3. The form of Title Evidence shall be at the sole election of the Seller, but shall consist of either an Abstract of Title certified to current date or an owner's Policy of Title Insurance, to the above described real property, showing a merchantable title vested in the Seller, subject to assessments, restrictions and special assessments now of record and to be made of record in the future.

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 Blue Mountain Company, Inc. the sum of (\$12,750.00) TWELVE THOUSAND SEVEN HUNDRED FIFTY AND 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 obligations 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 date of closing. 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 February 4, 1983

9. Possession to be given to Buyer on or before upon closing of this contract.

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

LIEBL AND BROWN, A PARTNERSHIP  
Liebl and Brown by Gary Brown, Partner  
Buyer

BLUE MOUNTAIN COMPANY, INC.  
Robert J. Liebl  
Seller

# the Daily Record

571 East Murdock  
Wichita, Kansas 67214  
316-243-5277

## AFFADAVIT OF PUBLICATION

### Resolutions

689996 Published in The Daily Record, July 12, 1979/11

**RESOLUTION**  
A RESOLUTION OF FINDINGS AS TO THE ADVISABILITY AND A RESOLUTION AUTHORIZING CONSTRUCTION AND ORDERING AND DIRECTING UNDER AND PURSUANT TO K.S.A. 12-6A. AN IMPROVEMENT CONSISTING OF A WATERWORKS SYSTEM TO MAKE WATER AND WATER SERVICE AVAILABLE TO THE PROPERTY ADJACENT TO GLENEAGLES DR. FROM PRESTWICK TO 2ND ST., 2ND ST. FROM WOODCHUCK TO 486 FT. E. OF GLENEAGLES DR., GLENEAGLES CT., AND WOODCHUCK LN., IN PHASE 2 OF GLENEAGLES 2ND ADDITION.

**PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.**

WHEREAS, a petition was filed with the City Clerk on the 1st day of June, 1979, and WHEREAS, the following findings as to the advisability of an improvement under and pursuant to K.S.A. 12-6A are hereby made to make water and water service available to the property adjacent to Gleneagles Dr. from Prestwick to 2nd St., 2nd St. from Woodchuck to 486 ft. E. of Gleneagles Dr., Gleneagles Ct., and Woodchuck Ln. in Phase 2 of Gleneagles 2nd Addition.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING WATER AND WATER SERVICE FACILITIES TO THE AFOREMENTIONED AREA BY THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE, TO-WIT:**

**SECTION I.** That it is necessary and in the public interest to make an improvement consisting of such mains, pipes, valves, hydrants, meters and appurtenances as are requisite to make water and water service available to the property adjacent to Gleneagles Dr. from Prestwick to 2nd St., 2nd St. from Woodchuck to 486 ft. E. of Gleneagles Dr., Gleneagles Ct., and Woodchuck Ln., in Phase 2 of Gleneagles 2nd Addition.

**SECTION II.** That the estimated or probable cost of the foregoing improvement is \$53,200.00. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1% per month from and after May 1, 1979.

**SECTION III.** That the Governing Body hereby further finds and finally determines that the boundaries of the improvement district against which a portion of the costs of said improvement shall be assessed are hereby established and fixed as the following legal description:

In the SE 1/4 of Section 21, Township 27 S., Range 1W, of the 6th P.M., in the proposed Gleneagles 2nd Addition to Wichita, Sedgewick County, Kansas; Lots 7 thru 11 of Block 5; Lots 1 thru 20 of Block 6; and all of Blocks 7 and 8.

In the NE 1/4 of said Section 21, in the Special Ed

Addition, the following tract of land; beginning at the SE corner of said Addition, thence N. 150 ft., W. 325 ft., S. 50-28 ft., W. 150 ft., to Woodchuck Ln., thence along the east line of Woodchuck to the N. Line of 2nd St. and along the N. line of 2nd St. to the beginning. Also, a tract of land described as beginning at the SE corner of above said Addition, thence N. 150 ft., E 473 ft., S. 150 ft., and W. 473 ft. to the beginning.

**SECTION IV.** The improvement district a portion of the cost shall be assessed as follows: each lot in the proposed Gleneagles 2nd Addition which is in the district shall be assessed one equal share, that portion of the Special Ed Addition which is in the district shall be assessed 5 equal shares; and the tract of land lying north of Gleneagles 2nd Addition and east of Special Ed Addition shall be assessed 7 equal shares; and so assessed as a special benefit.

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

**SECTION V.** The share of the total actual costs of the improvement so to be assessed against the improvement district shall be seventy and twenty-eight hundredths percent (70.28%) thereof and the share of costs to be borne by the C / at large shall be twenty-nine and seventy-two hundredths percent (29.72%) thereof.

**SECTION VI.** That the Chief Engineer, Swaver Engineering of the Water Department, of the City of Wichita, Kansas, be and is hereby appointed and directed to prepare under oath a detailed estimate of the cost of said improvement together with plans and specifications therefor, and file the same with the City Clerk for consideration and action thereon by the Governing Body of the City of Wichita, Kansas.

**SECTION VII.** The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6A, 12-6B, 12-6C, et seq.

**SECTION VIII.** 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 IX.** This Resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 3rd day of July, 1979.

10NY CASADO, Mayor  
ATTEST: (SEAL)  
DONALD C. GISICK, City Clerk

STATE OF KANSAS,  
COUNTY OF SEDGWICK, SS:

Catherine Voncannon, of lawful age

being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD, a newspaper printed and published in the State of Kansas, and of general circulation on a daily basis in Sedgewick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least fifty (50) times a year, and has been so published continuously and uninterruptedly in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office in Wichita in said County and State as second class matter.

That a notice, a true copy of which is hereto attached, was published in the regular and entire issue of said newspaper for 1 consecutive issue as follows:

JUL 12 1979

1st \_\_\_\_\_  
2nd \_\_\_\_\_  
3rd \_\_\_\_\_  
4th \_\_\_\_\_  
5th \_\_\_\_\_  
6th \_\_\_\_\_

Catherine Voncannon  
Business Manager

Subscribed and sworn to before me this 13th day

of July 1979

William V. Krause  
Notary Public

My commission expires  
NOV 29 1981

PUBLICATION FEES

No Charge

108  
WILLIAM V. KRAUSE  
STATE NOTARY PUBLIC  
Marion County, Kansas  
My Appt. Exp. NOV 29 1981

Resolutions

AFFADAVIT OF PUBLICATION

60047 Published in The Daily Record on July 20, 1979

**RESOLUTION**  
**RESOLUTION AUTHORIZING IMPROVING OF GLENEAGLES DRIVE FROM THE NORTH LINE OF PRESTWICK TO THE SOUTH LINE OF SECOND; GLENEAGLES COURT FROM THE EAST LINE OF GLENEAGLES DRIVE TO AND INCLUDING CUL-DE-SAC; PRESTWICK FROM THE WEST LINE OF GLENEAGLES 2ND ADDITION TO THE WEST LINE OF GLENEAGLES DRIVE; PRESTWICK CIRCLE FROM THE EAST LINE OF MUIRFIELD TO AND INCLUDING CUL-DE-SAC; WOODCHUCK FROM THE WEST LINE OF GLENEAGLES DRIVE TO THE SOUTH LINE OF SECOND; MUIRFIELD FROM THE EAST LINE OF GLENEAGLES DRIVE TO THE NORTH LINE OF PRESTWICK 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 IMPROVING GLENEAGLES DRIVE FROM THE NORTH LINE OF PRESTWICK TO THE SOUTH LINE OF SECOND; GLENEAGLES COURT FROM THE EAST LINE OF GLENEAGLES DRIVE TO AND INCLUDING CUL-DE-SAC; PRESTWICK FROM THE WEST LINE OF GLENEAGLES 2ND ADDITION TO THE WEST LINE OF GLENEAGLES DRIVE; PRESTWICK CIRCLE FROM THE EAST LINE OF MUIRFIELD TO AND INCLUDING CUL-DE-SAC; WOODCHUCK FROM THE WEST LINE OF GLENEAGLES DRIVE TO THE SOUTH LINE OF SECOND; MUIRFIELD FROM THE EAST LINE OF GLENEAGLES DRIVE TO THE NORTH LINE OF PRESTWICK IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave the following streets in the manner described:

That there be constructed pavement on Gleneagles Drive from the north line of Prestwick to the south line of Second. That said pavement between aforesaid limits be gutter line, cement combined curb and gutter limits be gutter line, cement combined curb and gutter to be two (2) feet and six (6) inches in width, making a total roadway of thirty-four (34) feet; that said pavement shall consist of an asphaltic concrete base six (6) inches in thickness, and an asphaltic concrete wearing surface two (2) inches in thickness, composed of stone, sand, mineral filler and asphalt.

That there be constructed pavement on Gleneagles Court from the east line of Gleneagles Drive to and including cul-de-sac.

That there be constructed pavement on Prestwick from the west line of Gleneagles 2nd Addition to the west line of Gleneagles Drive.

That there be constructed pavement on Prestwick Circle from the east line of Muirfield to and including cul-de-sac.

That there be constructed pavement on Woodchuck from the west line of Gleneagles Drive to the south line of Second.

That there be constructed pavement on Muirfield from the east line of Gleneagles Drive to the north line of Prestwick.

That said pavement between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, cement combined curb and gutter to be two (2) feet and six (6) inches in width, making a total roadway of twenty-eight (28) feet; that said pavement shall consist of an asphaltic concrete base six (6) inches in thickness, and an asphaltic concrete wearing surface two (2) inches in thickness, composed of stone, sand, mineral filler, and asphalt.

Parking is prohibited on the east side of Woodchuck. Parking is prohibited on the west side of Muirfield. Parking is prohibited on the north side of Prestwick, Prestwick Circle, and Gleneagles Court.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be Two Hundred Thirty-Seven thousand Five Hundred Dollars (\$237,500.00) payable by the Improvement district and City of Wichita at large for intersections. Said estimated rate of 1% per month from and after the date of approval of this resolution.

SECTION 3. That the cost of said improvement, when ascertained, shall be assessed against the land lying within a benefit district described as follows:  
Lots 1 through 3 inclusive, Block 1, Lots 1 through 28 inclusive, Block 8, all lots Blocks 5, 7, and 8, all in Gleneagles 2nd Addition.

SECTION 4. The method of apportioning the cost of said improvement to the owners of land liable for said improvement therefor shall be on a fractional basis:  
Lots 1 through 3 inclusive, Block 1, and Lots 1 through 3 inclusive, Block 5, Gleneagles 2nd Addition shall each pay 111/1979 of the total cost payable by the improvement district.  
Lots 4 through 6 inclusive, Block 5, Gleneagles 2nd Addition shall each pay 141/1979 of the total cost payable by the improvement district.  
Lots 1 through 6, Block 5, lots 1 through 4, 12 through 15, Block 7, and Lots 1 through 4 inclusive, Block 8, all in Gleneagles 2nd Addition shall each pay 110/1979 of the total cost payable by the improvement district.  
Lots 25 through 28 inclusive, Block 5, Gleneagles 2nd Addition shall each pay 221/1979 of the total cost payable by the improvement district.  
Lot 5, Block 8, Gleneagles 2nd Addition shall pay 261/1979 of the total cost payable by the improvement district.  
Lots 7 through 11 inclusive, Block 5, Lots 7 through 24 inclusive, Block 8, Lots 5 through 11, Block 7, and Lots 8 each pay 370/1979 of the total cost payable by the improvement district.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be a direct assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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 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 7. The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1974 Supp. 12-6-01 et seq.

SECTION 8. 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 9. 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 17th day of July, 1979.  
TONY CASADO, Mayor  
ATTEST: BEAL  
DONALD C. GISHICK, City Clerk

STATE OF KANSAS,  
COUNTY OF SEDGWICK, SS:  
Catherine Blakely

of lawful age being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD, a newspaper printed and published in the State of Kansas, and of general circulation on a daily basis in Sedgwick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least fifty (50) times a year, and has been so published continuously and uninterrupted in said County and State for a period of more than five (5) years prior to the first publication of the notice attached, and has been admitted at the post office in Wichita in said County and State as second class matter.

That a notice, a true copy of which is hereto attached, was published in the regular and entire issue of said newspaper for \_\_\_\_\_ consecutive \_\_\_\_\_ issues as follows:

- 1st JUL 20 1979
- 2nd \_\_\_\_\_
- 3rd \_\_\_\_\_
- 4th \_\_\_\_\_
- 5th \_\_\_\_\_
- 6th \_\_\_\_\_

*Catherine Blakely*  
Business Manager

Subscribed and sworn to before me this 23rd day of July 19 79

*Richard L. Jones*  
Notary Public

My commission expires NOV 29 1981

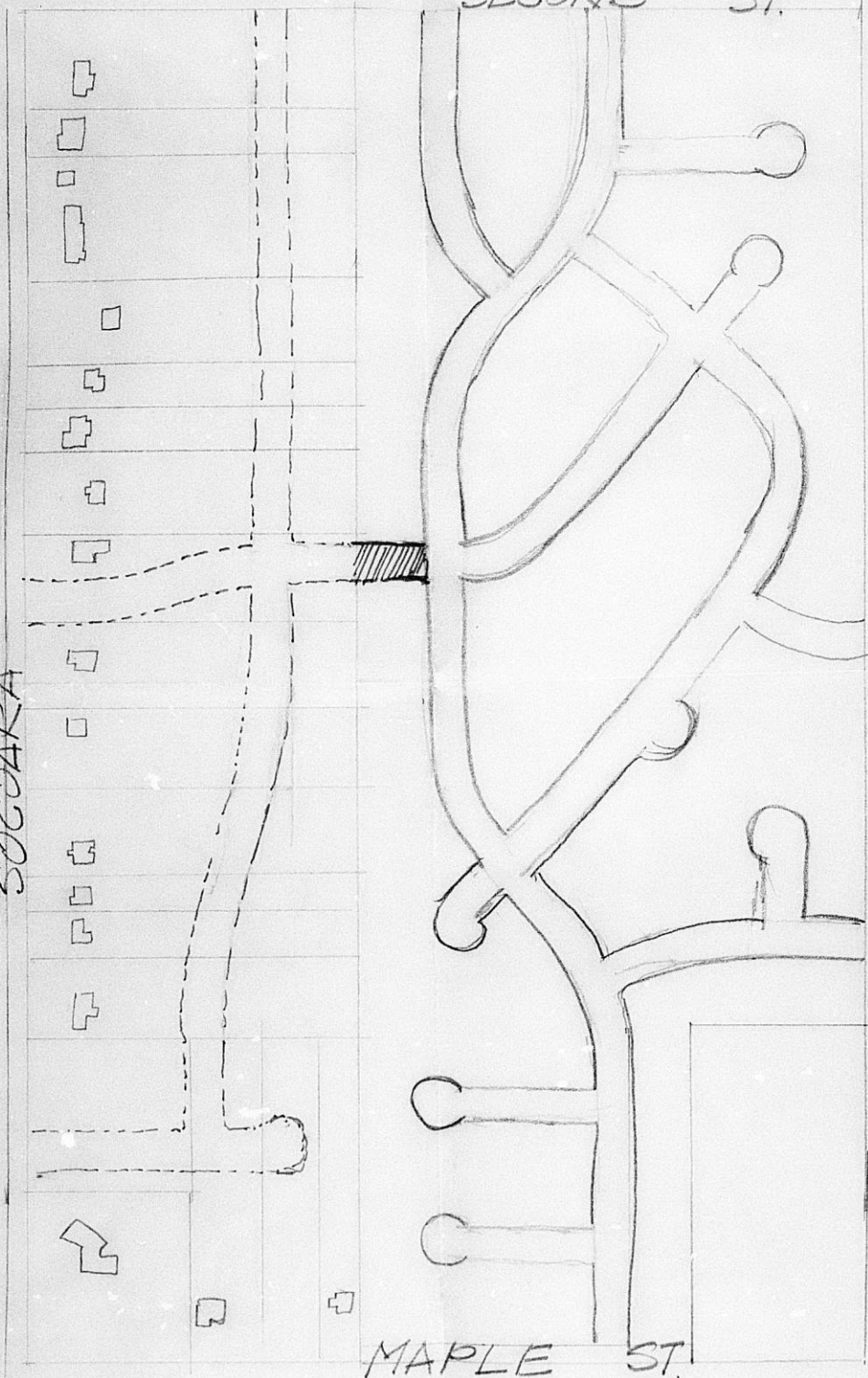
PUBLICATION FEES  
28.70

153

WILLIAM V. KRAUSE  
STATE NOTARY PUBLIC  
Marion County, Kansas  
My Appt. Exp. NOV 29 1981

SECOND ST.

SOGARA



MAPLE ST.

