

PLAT NO. S/D 69-106 MAP NO. 6348 E-13-A#D

NAME CRESTVIEW COUNTRY CLUB ESTATES
NORTH POINT ADDITION

LOCATION On the south side of 13th Street, west
of 143rd Street East

ENGINEER Reiss and Goodness

OWNER Crestview Development Corp.

APPLICATION FILED 12-2-69

SKETCH PLAT FILED 12-2-69

PRELIMINARY FILED 1-28-70

S/D ACTION 2-19-70 Approve

FINAL FILED 4-27-70

S/D ACTION 5-7-70 Approve

MAPC ACTION 5-14-70 Approve 8-27-70 Approve redesign

BCC ACTION 7-28-70 Approve

RECORDED 9-1-70 Approve
11-23-70

REMARKS _____

S/D 69-106 - CRESTVIEW COUNTRY
CLUB ESTATES - On the south side
of 13th Street, west of 143rd St.
East. Reiss & Goodness

NORTH
POINT
ADDITION

POSTED
12/11/69

ACTION

	DATE
S/D COMMITTEE (prelim) <u>Agree</u>	<u>2-28-70</u>
" " <u>Agree</u>	<u>5-7-70</u>
M.A.P.C. <u>Agree</u>	<u>5-14-70</u>
B.C.C. Agree <u>Agree</u>	<u>7-28-70</u>
B.C.C. <u>Agree as</u>	<u>9-1-70</u>
	<u>recommended by</u>
	<u>Mapc</u>

6248
Map No. E-13-A&D
Sec. No. 14
Twp. No. 27 S
Range 2 E

Subdivision Report and Progress
S/D No.: 69-106

Name: CRESTVIEW COUNTRY CLUB ~~ADDITION~~ ESTATES NORTH POINT ADDITION

General Location: On the south side of 13th Street, west of 143rd Street East.

Owner: Crestview Development Corp.

Address: 130 N. Market

Phone: FO 3-3833

Subdivider: James F. Haugen

Address: 130 N. Market

Phone: FO 3-3833

Engineer/Surveyor: Reiss and Goodness

Address: 2160 East Douglas

Phone: 264-1391

* ALSO SEND ALL CORRESPONDENCE TO:

Application Received 12-2-69

Conf. with Applicant 12-12-69

Sketch Plat Received 12-2-69

Present Zoning R-1

Proposed Zoning R-1

Letter of Intent 12-26-69

PREL. PLAT RECEIVED 1-28-70

S/D Comm. Action 2-19-70 *approve*

Dept. Report on Prel. 2-20-70

TRACING PROGRESS:

Received 4-27-70

Released 11-3-70

Received

Released

FINAL PLAT RECEIVED 4-27-70

S/D Comm. Action 5-7-70 *approve*

Dept. Report on Final 5-8-70

M.A.P.C. ACTION 5-14-70 *approve*

Dept. Report on Final 5-15-70

Letter on Irons Received N/A

Title/Taxes Rec'd & Reviewed 10-15-70

Final Review 9-23-70

Referral to B.C.C. 9-23-70

B.C.C. ACTION 7-28-70 *approve*

9-1-70 *approve as rec'd m. by*

Recorded *Maple* 11-23-70

Comments:

COUNTY PLAT

Earl Fulk - Trustee

Harold McCreight

Minneha Township

Superintendent USD 385

14228 E. 13th 67230

P. O. Box 248

Andover, Kansas 67002

* - *Harold F. Jones*
14228 E. 13th 67230

* - *Bob Nelson, Atty.*
546 Union Street, Bldg.
630 Union Ave. W. Bldg.

Release of Plat tracing for recording:

- 11-2-70, called *Allen* *Nelson* *Atty.*, but
found to be out of town

- 11-12-70, called and left message for
Harold *Nelson*, *at* *683-4621* that tracing
can be picked up for recording / *JF*

REGISTER OF DEEDS

SEDGWICK COUNTY, KANSAS

Crestview Country Club Estates ^{North Point} ADDITION was

· filed for record on November 23, 1970 ·

R-2 6-13

78

vh

John Hob
Register Of Deeds

T9-328

FIRST SECURITIES COMPANY

OF KANSAS INCORPORATED

INVESTMENT SECURITIES

SCHWEITER BUILDING

WICHITA, KANSAS

October 30, 1970

Mr. Grey Dresie,
Attorney,
Union National Building,
Wichita, Kansas.

RE: NORTHPOINT ADDITION TO CRESTVIEW COUNTRY CLUB IMPROVEMENT DISTRICT

Dear Mr. Dresie:

This letter will verify the market status of bonds issued by Crestview Country Club Improvement District relative to certain street, water and sewer improvements located solely in or constructed to serve the Northpoint Addition to Crestview Country Club Improvement District.

Under date of July 31, 1970 First Securities Company and Crestview Country Club Improvement District, through its duly elected officials, entered into a financing agreement whereby First Securities Company agreed to purchase and the Crestview Country Club Improvement District agreed to sell bonds of the Improvement District. Included in the bonds identified in this underwriting agreement were the following issues:

SERIES C-1970 BONDS	issued for the construction of Sanitary Sewer purposes	-----	\$59,615.00
SERIES D-1970 BONDS	issued for the construction of Street Improvement purposes	-----	72,915.00
SERIES E-1970 BONDS	issued for the construction of Street Improvement purposes	-----	52,083.00
SERIES F-1970 BONDS	issued for the construction of Water Improvement purposes	-----	75,489.00

As you know, the purchase of these bonds by First Securities Company is subject to the final legal approving opinion of Weigand, Curfman, Brainerd, Harris & Kaufman, and the submission to us of a complete legal transcript evidencing authority for bond issuance and upon registration of the bonds by the State Auditor's office and approval by the Attorney General's office of the State of Kansas.



FIRST SECURITIES COMPANY
OF KANSAS
(INCORPORATED)

Mr. Grey Dresie


October 30, 1970

Page 2.

We trust this information will indicate the marketability of the bonds.

Very truly yours,

FIRST SECURITIES COMPANY


Ray T. Keed, Jr.
President

RTR:fm

S/D 69-106,
Crestview Country Club Estates,
North Point Addition

Review of file on 10-15 10-20-70 reveals
items remaining to be clarified, or
completed, as follows:

OK
see letter
from Fort
Sanitair
& Open Drain
dated 6-30-70

Evidence that a Bonding Company or
Investment Company, Inc. has purchased
the bonds being issued by the
Improvement District, or a letter
from said company that they are
going to make such purchase.
Purchase is to include bonds
sufficient in ~~amount~~ quantity and
amount to cover ~~to~~ the total
dollars created by the ~~sum~~ summation
of the following:

2 sewer contracts —	28,310.20
	19,869.60
Street paving —	99,947.60
water —	65,643.00

TOTAL → \$ 213,770.40

Reply from M.S. Mitchell that the
minimum bldg. pad elevation to be
indicated on the face of the plat and
within the plat's text was to be
1336.0 USGS MSL Datum; and
that Lot 5, Block 4 ~~is~~ has been adjust-
ed west of the existing drainage flowing
south of 13th Street.

Copy
District
Secy.

C O N T R A C T

THIS AGREEMENT AND CONTRACT, made and entered into this 1st day of October, 19 70, by and between the Crestview Improvement District, Sedgwick County, Kansas, Party of the First Part, and Inland Construction Co., Inc., Wichita, Kansas, Party of the Second Part.

WITNESSETH: That, WHEREAS, the said Party of the First Part has heretofore called for bids for furnishing certain materials and labor for constructing.

Street Improvements, Crestview Country Club Estates, North Point Addition

as provided in Plans and Specifications on file in the Office of the Secretary; which said bids were duly opened and considered by the Board of Directors of said District on the 26 day of September, 19 70, at a meeting of the Board of Directors duly and regularly held, and

WHEREAS, the said Party of the Second Part herein was found, upon consideration, to have submitted the most satisfactory bid for said work, and which bid was found to be within the estimate made by Reiss & Goodness Engineers and filed with the Secretary of said District, as provided by law, and

WHEREAS, it was moved, seconded and carried that such work be awarded to and the Contract let to the said Party of the Second Part herein, upon his bid, and in accordance with the Plans and Specifications prepared by the Engineers and filed with the Secretary of said District.

NOW, THEREFORE, it is mutually agreed by and between the Parties hereto, as follows: That said Party of the First Part does hereby award and let the Contract for furnishing certain materials and labor for construction of

Street Improvements, Crestview Country Club Estates, North Point Addition

accordance to Plans and Specifications, and said Party of the Second Part agrees that he will enter upon the duties of executing of said Contract and Agreement, and will with all due diligence, proceed to execute same, furnish all materials and labor and perform said work in accordance with the Plans, Specifications and details prepared by the Engineers and filed with the Secretary of said District; which said Plans and Specifications, and details are referred to herein and made a part of this Contract, the same as if copied herein in full, and said Party of the Second Part will punctually and faithfully perform said Contract in accordance therewith, and complete the same in a first class manner and satisfactory to the said Party of the First Part and its Engineer and Inspector.

The said Party of the Second Part will at all times hold himself subject to the direction of the Party of the First Part and its Engineer, at any part of said work in regard to the execution thereof, in accordance with the said Plans and Specifications for same.

Rec'd.
10-15-70
[Signature]

Contract and Agreement - 2

The said Party of the Second Part agrees to give a Statutory Bond running to the State of Kansas, for the sum of Ninety nine thousand nine hundred forty seven and 60/100 - - - - - Dollars (\$ 99,947.60) being the full amount of the Contract price; and a Surety Bond with a Bonding Company, acceptable to said District, authorized to do business in the State of Kansas, running to said District, for the sum of Ninety nine thousand nine hundred forty seven and 60/100 - - - - - Dollars (\$ 99,947.60) being the full amount of the Contract price; as guarantee that the Party of the Second Part shall faithfully perform this work in accordance with the terms of the Contract, and to indemnify said District against damages caused by or to said construction work, and to save the District harmless from all damages and costs for which said District may be liable, resulting from action of the Party of the Second Part, his agents and servants, whether by negligence or otherwise, in the construction of said work, including maintenance of subject property for one year.

In consideration of the faithful performance of said Contract, and on the completion of the same, the said Party of the First Part agrees to give, and the said Party of the Second Part agrees to receive as compensation, in full, for the completed work, the sum of Ninety nine thousand nine hundred forty seven and 60/100 - - - - - Dollars (\$ 99,947.60), subject, however, to correction on final estimate as to quantities, but based upon the prices stipulated in the Proposal of the Party of the Second Part; a copy of which is attached hereto and made a part thereof.

The said Party of the Second Part agrees that he will commence said work within ten (10) days after being notified to commence by the District and to complete the same within seventy five (75) working days, then he shall forfeit to the said Party of the First Part and pay it the sum of forty dollars (\$40.00) per working day for engineering and inspecting said completion is delayed after said seventy five (75) working days and the same shall be deducted from the amount to be due said Party of the Second Part.

In the event of any unavoidable or unforeseen accident, action or happening, or strikes or railroad shipping embargoes, the time for completion of said work shall be extended beyond the seventy five (75) working days to the extent of such delay and not be included insofar as applying the agreement for paying liquidated damages is concerned.

Should the Party of the Second Part, for any cause whatsoever, cease work on this Contract and refuse to proceed therewith, then the said Party of the First Part, upon the giving of twenty (20) days notice in writing to the Party of the Second Part, his agent in charge, or by posting the same upon some part of the work may take charge of said work, all materials, tools, equipment and means of performing said work, and proceed to complete the same, and after completing said work, shall deduct the cost of such completion from the Contract price, before paying the balance to the Party of the Second Part. And in the event the cost of the completion shall exceed the amount due or to become due, the said Party of the Second Part shall pay such balance, and the bond herein given shall be obligated for such payment and fully reimburse the said Party of the First Part for such cost and expenditure.

The Party of the Second Part, shall at all times, keep and maintain proper street lights, signals and barricades so as to avoid accidents on the streets, avenues, and alleys of said District, and shall not keep any street, avenue, or alley closed from traffic any longer than is absolutely necessary. Work shall be commenced on and under this Contract as designated by the Party of the First Part and shall be prosecuted in the order designated by it.

HOWEVER, it is agreed by and between both Parties to this Contract, that, in the event the work is delayed by any Federal Order or Ruling, existing or promulgated during the life of this Contract, then the time for completion of the work shall be extended beyond the seventy five (75) working days to the extent of such delay, and not be included insofar as applying the agreement for paying liquidated damages is concerned.

IN WITNESS WHEREOF, the respective Parties hereto have executed this Contract in duplicate, and said Party of the First Part has caused it to be executed by its President, attested by its Secretary, and Official Seal affixed the day and year first above written.

CRESTVIEW IMPROVEMENT DISTRICT
SEDGWICK COUNTY, KANSAS

Party of the First Part

By

Frank R. Jones
President

Attest:

James J. Jansen
Secretary

(SEAL)

INLAND CONSTRUCTION CO., INC.
Contractor - Party of the Second Part

732 S. Broadway, Wichita, Kansas 67211

Address

Attest:

L. M. Dickerson
Asst. Secretary

By

W. R. [Signature]

PROPOSAL
CONSTRUCTION OF STREET IMPROVEMENTS
CRESTVIEW IMPROVEMENT DISTRICT
SEDGWICK COUNTY, KANSAS

Board of Directors
Crestview Improvement District
Sedgwick County, Kansas

September 28, 1970.
10:00 A.H.

Gentlemen:

The undersigned hereby proposes to construct street improvements in Crestview Country Club Estates, North Point Addition, Crestview Improvement District, Sedgwick County, Kansas by furnishing all labor, material and equipment necessary to construct said improvements according to the plans and specifications on file in the office of the Secretary, upon the terms of the contract and according to the instructions of the Engineer, at the following prices, to-wit:

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM	UNIT PRICE	TOTAL
1.	1	Unit	Site Clearing	1,500.00	1,500.00
2.	31,000	Cu. Yds.	Excavation for Streets and Site Grading	.45	13,950.00
3.	9,416	Lin. Ft.	Concrete Curb and Gutter; Rolled Curb and Standard 6" Curb	2.35	22,127.60
4.	17,475	Sq. Yds.	6" Lime Stabilized Sub Base	.60	10,485.00
5.	13,810	Sq. Yds.	Pavement: 5 1/2" Thick BC-4 Base Course w/ 1 1/2" Thick Wearing Course	2.94	40,601.40
6.	206	Sq. Yds.	Drainageway Paving	2.60	535.60
7.	9	Ea.	Curb Inlet Structures	375.00	3,375.00
8.	5	Ea.	Concrete Headwall	260.00	1,300.00
9.	1	Unit	Concrete Flume	125.00	125.00
10.	716	Lin. Ft.	18" Concrete Pipe	7.00	5,012.00
11.	104	Lin. Ft.	24" Concrete Pipe	9.00	936.00
TOTAL				\$	99,947.60

Please find enclosed a bid bond, certified or cashier's check in the sum of five per cent (5%) of the total bid as a guarantee that I, or we, will enter into a contract within ten (10) days after date of acceptance of this Proposal. I, or we, agree to commence this work within ten (10) days after being notified to commence by the Owner and to complete same within seventy five (75) working days after starting date.

INLAND CONSTRUCTION CO., INC.

CONTRACTOR

By: *A. H. Elroy, Inc.*

732 S. Broadway, Wichita, Kansas 67211
Address

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Inland Construction Co., Inc.
of Wichita, Kansas,
as Principal and _____
as Surety, are held and firmly bound unto the Crestview Improvement District,
Sedgwick County, Kansas, in the penal sum of
Ninety nine thousand nine hundred forty seven and 60/100 -----
Dollars (\$ 99,947.60), lawful money of the United States of America
for the payment of which is to be well and truly made, we and each of us jointly
and severally bind ourselves, our heirs, executors, administrators, successors
and assigns firmly by these presents. The condition of this obligation are such
that,

WHEREAS, the said Inland Construction Co., Inc.
Principal herein, was on the 1st day of October, 19 70, by the
Crestview Improvement District, Sedgwick County, Kansas, duly award-
ed the Contract to furnish all material and labor and to construct

Street Improvements, Crestview Country Club Estates, North Point Addition

as provided for in said Contract for said District in accordance with the Plans
and Specifications for said improvements made by Reiss & Goodness, Engineers,
engineers for said District, approved by the Board of Directors, and filed with
the Secretary of said District; which said Contract, Plans and Specifications are
herein referred to and made a part of this obligation the same as if fully set
out herein.

NOW, THEREFORE, if the said Inland Construction Co., Inc.
Principal herein, shall well and truly perform said Contract in the time and man-
ner designated therein and faithfully complete the same in accordance with said
Plans and Specifications, and shall faithfully comply with the warranties and
guaranties therein and shall save said District harmless from all damages and
costs said District may be liable for by reason of negligence of said Principal
in the construction of said work and shall do all things required to be done and
performed under said Contract, including the maintenance of subject property for
one year as set out in said Contract, then this obligation shall be null and void;
otherwise to be in full force and effect.

IN WITNESS WHEREOF, the said Parties hereto have hereunto set their hands
and seals this 1st day of October, 19 70.

Attest:

L. M. [Signature]
(SEAL) Secretary

INLAND CONSTRUCTION CO., INC.

Principal

By [Signature] Vice Pres

FEDERAL INSURANCE COMPANY

Surety

[Signature]
Attorney-In-Fact

Frank Y. Dickehut

Certified Copy of

POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 90 John Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint

John W. Tucker, T. B. Arney
Robert E. Shaw, Max L. Staley
T. F. Page, R. C. Folley, Lucille Wray
Wilton L. Mueller, Shirley Ann Hadley
Frank Y. Dickehut and Fred Johns, Jr.
of
Wichita, Kansas

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings (other than Fiduciary Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff of Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or undertaking does not exceed the sum of Fifty Thousand Dollars (\$50,000.00).
2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 70.

FEDERAL INSURANCE COMPANY

By

Frederick C. Gardner

Frederick C. Gardner
Vice-President

Walter LaForge

Walter LaForge
Assistant Secretary



STATE OF NEW YORK

County of New York

ss.:

On this 1st day of January 1970, before me personally came Walter LaForge, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney and the said Walter LaForge being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with Frederick C. Gardner and knows him to be Vice President of said Company, and that the signature of said Frederick C. Gardner subscribed to said Power of Attorney is in the genuine handwriting of said Frederick C. Gardner and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me
on the date above written

Mary K. Bendick

Notary Public

MARY K. BENDICK
NOTARY PUBLIC, State of New York
No. 24-0237900
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1971.



CITY AND COUNTY OF NEW YORK: ss

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended January 2, 1964 and that this By-Law is in full force and effect.

"ARTICLE XIX.

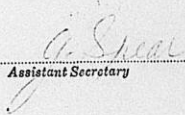
Section 2. All bonds, undertakings, contracts, powers of attorney, and other instruments other than as above, for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in this section, may execute any such bond, undertaking, or other obligation as provided in such resolution or power of attorney."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by the laws of the United States.

Given under my hand and seal of said Company at New York, N. Y., this..... 1stday of

..... October 19..... 70


.....
Assistant Secretary

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS: That we Inland Construction Co., Inc.
of Wichita, Kansas
as Principal, and Federal Insurance Company,
as Surety, are well and firmly bound unto the State of Kansas, in the penal sum of
Ninety nine thousand nine hundred forty seven and 60/100 Dollars (\$ 99,947.60) lawful money of the United States of America
for the payment of which we and each of us jointly and severally bind ourselves,
our heirs, executors, administrators, successors and assigns firmly by these
presents. The conditions of this obligation are such, that,

WHEREAS, the said above bonded Inland Construction Co., Inc.
as Principal herein, did on the 1st day of October, 19 70,
enter into a Contract with the Crestview Improvement District, Sedgwick County, Kansas
to furnish all labor, material and equipment necessary and construct for said
District.

Street Improvements, Crestview Country Club Estates, North Point Addition

In accordance with the Plans and Specifications on file with the Secretary of
said District; which said Contract, Plans and Specifications are hereby referred
to and made a part of this obligation.

NOW, THEREFORE, if the said Inland Construction Co., Inc.
shall pay all indebtedness incurred for supplies, materials or labor furnished
or consumed in connection with the construction of said improvement, then the
above obligation shall be null and void, otherwise to remain in full force and
effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have hereunto
set their hands and seals this 1st day of October, 19 70.

INLAND CONSTRUCTION CO., INC.
Principal

By [Signature], Vice Pres.

Attest:
[Signature]
Secretary

Ass't.

FEDERAL INSURANCE COMPANY
Surety

(SEAL)

[Signature]
Attorney-in-Fact
Frank Y. Dickert
Kansas Resident Agent

Certified Copy of

POWER OF ATTORNEY

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 90 John Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint

John W. Tucker, T. B. Arney
Robert E. Shaw, Max L. Staley
T. F. Page, R. C. Folley, Lucille Wray
Milton L. Mueller, Shirley Ann Hadley
Frank Y. Dickhut and Fred Johns, Jr.
of
Wichita, Kansas

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit: 1. Bonds and Undertakings (other than Fiduciary Bonds) filed in any suit, matter or proceeding in any Court, or filed with any Sheriff of Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or undertaking does not exceed the sum of Fifty Thousand Dollars (\$50,000.00).

2. Surety Bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds, Lease bonds, Workmen's Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.

3. Bonds on behalf of contractors in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 70.

FEDERAL INSURANCE COMPANY

By

Frederick C. Gardner
Frederick C. Gardner
Vice-President

Walter LaForge
Walter LaForge
Assistant Secretary



STATE OF NEW YORK }
County of New York } es.:

On this 1st day of January 1970, before me personally came Walter LaForge, to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney and the said Walter LaForge being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that he is seal affixed to the foregoing Power of Attorney as Assistant Secretary of said Company by authority of the By-Laws of said Company and that he signed said Power of Attorney in the genuine handwriting of the like authority; that he is acquainted with Frederick C. Gardner and knows him to be Vice President of said Company by and that the signature of said Frederick C. Gardner subscribed to said Power of Attorney is in the genuine handwriting of said Frederick C. Gardner and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me
on the date above written

Mary K. Bendick

Notary Public

MARY K. BENDICK
NOTARY PUBLIC, State of New York
No. 24-0237800
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1971.



CITY AND COUNTY OF NEW YORK: ss

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended January 2, 1964 and that this By-Law is in full force and effect.

"ARTICLE XIX.

Section 2. All bonds, undertakings, contracts, powers of attorney, and other instruments other than as above, for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in this section, may execute any such bond, undertaking, or other obligation as provided in such resolution or power of attorney."

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by the laws of the United States.

Given under my hand and seal of said Company at New York, N. Y., this.....1st.....day of

October 70
....., 19.....

J. S. ...
Assistant Secretary



CERTIFICATE OF INSURANCE

ISSUED BY

THE HOME INSURANCE COMPANY

THE HOME INDEMNITY COMPANY

This is to Certify, that policies in the name of

NAMED INSURED and ADDRESS Inland Construction Company, Inc. 732 South Broadway Wichita, Kansas 67211

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN.

are in force at the date hereof, as follows:

KIND OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			BODILY INJURY Provided by Workmen's Compensation Law—State of	PROPERTY DAMAGE
WORKMEN'S COMPENSATION	PWC 9592387	Eff. 8/1/70 Exp. 8/1/71	\$ 300,000 Each person \$ 300,000 Each occurrence \$,000 Aggregate	\$ 100,000 Each occurrence \$ 100,000 Aggregate
COMPREHENSIVE GENERAL LIABILITY	GA9 921749	Eff. 8/1/70 Exp. 8/1/71	\$,000 Each person \$,000 Each occurrence	\$,000 Each occurrence \$,000 Aggregate
MANUFACTURERS' AND CONTRACTORS' LIABILITY		Eff. Exp.	\$,000 Each person \$,000 Each occurrence	\$,000 Each occurrence \$,000 Aggregate
OWNERS', LANDLORDS' & TENANTS' LIABILITY		Eff. Exp.	\$,000 Each person \$,000 Each occurrence	\$,000 Each occurrence \$,000 Aggregate
CONTRACTUAL LIABILITY		Eff. Exp.	\$,000 Each person \$,000 Each occurrence	\$,000 Each occurrence \$,000 Aggregate
AUTOMOBILE LIABILITY	GA9 921749	Eff. 8/1/70 Exp. 8/1/71	\$ 300,000 Each person \$ 300,000 Each accident	\$ 300,000 Each accident
<input checked="" type="checkbox"/> Owned Automobiles <input checked="" type="checkbox"/> Hired Automobiles <input checked="" type="checkbox"/> Non-Owned Automobiles		Eff. Exp.	\$,000 Each person \$,000 Each occurrence	\$,000 Each occurrence
COMPREHENSIVE AUTO-MOBILE LIABILITY		Eff. Exp.		
OTHER:				

Job: Street Improvements

In the event of cancellation of said policies or a reduction in the limits of liability, the company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation or liability upon the company.

CERTIFICATE ISSUED TO:

NAME AND ADDRESS Crestview Improvement District Sedwick County Kansas

9/30/70 DATED

[Signature]
AUTHORIZED REPRESENTATIVE

Copy to
Bonding Co

C O N T R A C T

THIS AGREEMENT AND CONTRACT, made and entered into this _____ day of _____, 19 70, by and between the Crestview Improvement District, Sedwick County, Kansas, Party of the First Part, and Utility Contractors, Inc., Wichita, Kansas, Party of the Second Part.

WITNESSETH: That, WHEREAS, the said Party of the First Part has heretofore called for bids for furnishing certain materials and labor for constructing

Sanitary Sewer Lines - 31 Lots in Crestview Country Club Estates, North Point Addition

Blks.
1,2,4,3

as provided in Plans and Specifications on file in the Office of the Secretary, and

WHEREAS, the said Party of the Second Part herein was found, upon consideration, to have submitted a satisfactory proposal for said work, and which proposal was found to be within the estimate made by Reiss & Goodness Engineers and filed with the Secretary of said District, as provided by law, and

WHEREAS, it was moved, seconded and carried that such work be awarded to and the Contract let to the said Party of the Second Part herein, upon his proposal, and in accordance with the Plans and Specifications prepared by the Engineers and filed with the Secretary of said District.

NOW, THEREFORE, it is mutually agreed by and between the Parties hereto, as follows: That said Party of the First Part does hereby award and let the Contract for furnishing certain materials and labor for construction of

Sanitary Sewer Lines - 31 Lots in Crestview Country Club Estates, North Point Addition

in accordance to Plans and Specifications, and said Party of the Second Part agrees that he will enter upon the duties of executing of said Contract and Agreement, and will with all due diligence, proceed to execute same, furnish all materials and labor and perform said work in accordance with the Plans, Specifications and details prepared by the Engineers and filed with the Secretary of said District; which said Plans and Specifications, and details are referred to herein and made a part of this Contract, the same as if copied herein in full, and said Party of the Second Part will punctually and faithfully perform said Contract in accordance therewith, and complete the same in a first class manner and satisfactory to the said Party of the First Part and its Engineer and Inspector.

The said Party of the Second Part will at all times hold himself subject to the direction of the Party of the First Part and its Engineer, at any part of said work in regard to the execution thereof, in accordance with the said Plans and Specifications for same.

Rec'd.
10-15-70
[Signature]

Contract and Agreement - 2

The said Party of the Second Part agrees to give a Statutory Bond running to the State of Kansas, for the sum of Twenty eight thousand three hundred ten and 20/100 ----- Dollars (\$ 28,310.20) being the full amount of the Contract price; and a Surety Bond with a Bonding Company, acceptable to said District, authorized to do business in the State of Kansas, running to said District, for the sum of Twenty eight thousand three hundred ten and 20/100 ----- Dollars (\$ 28,310.20) being the full amount of the Contract price; as guarantee that the Party of the Second Part shall faithfully perform this work in accordance with the terms of the Contract, and to indemnify said District against damages caused by or to said construction work, and to save the District harmless from all damages and costs for which said District may be liable, resulting from action of the Party of the Second Part, his agents and servants, whether by negligence or otherwise, in the construction of said work, including maintenance of subject property for one year.

In consideration of the faithful performance of said Contract, and on the completion of the same, the said Party of the First Part agrees to give, and the said Party of the Second Part agrees to receive as compensation, in full, for the completed work, the sum of Twenty eight thousand three hundred ten and 20/100 ----- Dollars (\$ 28,310.20), subject, however, to correction on final estimate as to quantities, but based upon the prices stipulated in the Proposal of the Party of the Second Part, a copy of which is attached hereto and made a part thereof.

The said Party of the Second Part agrees that he will commence said work within ten (10) days after being notified to commence by the District and to complete the same within forty five (45) working days, then he shall forfeit to the said Party of the First Part and pay it the sum of forty dollars (\$40.00) per working day for engineering and inspecting said completion is delayed after said forty five (45) working days and the same shall be deducted from the amount to be due said Party of the Second Part.

In the event of any unavoidable or unforeseen accident, action or happening, or strikes or railroad shipping embargoes, the time for completion of said work shall be extended beyond the forty five (45) working days to the extent of such delay and not be included insofar as applying the agreement for paying liquidated damages is concerned.

Should the Party of the Second Part, for any cause whatsoever, cease work on this Contract and refuse to proceed therewith, then the said Party of the First Part, upon the giving of twenty (20) days notice in writing to the Party of the Second Part, his agent in charge, or by posting the same upon some part of the work may take charge of said work, all materials, tools, equipment and means of performing said work, and proceed to complete the same, and after completing said work, shall deduct the cost of such completion from the Contract price, before paying the balance to the Party of the Second Part. And in the event the cost of the completion shall exceed the amount due or to become due, the said Party of the Second Part shall pay such balance, and the bond herein given shall be obligated for such payment and fully reimburse the said Party of the First Part for such cost and expenditure.

Contract and Agreement - Page 3

The Party of the Second Part, shall at all times, keep and maintain proper street lights, signals and barricades so as to avoid accidents on the streets avenues, and alleys of said District, and shall not keep any street, avenue, or alley closed from traffic any longer then is absolutely necessary. Work shall be commenced on and under this Contract as designated by the Party of the First Part and shall be prosecuted in the order designated by it.

HOWEVER, it is agreed by and between both Parties to this Contract, that, in the event the work is delayed by any Federal Order or Ruling, existing or promulgated during the life of this Contract, then the time for completion of the work shall be extended beyond the forty five (45) working days to the extent of such delay, and not be included insofar as applying the agreement for paying liquidated damages is concerned.

IN WITNESS WHEREOF, the respective Parties hereto have executed this Contract in duplicate, and said Party of the First Part has caused it to be executed by its President, attested by its Secretary, and Official Seal affixed the day and year first above written.

CRESTVIEW IMPROVEMENT DISTRICT
SEDGWICK COUNTY, KANSAS

Party of the First Part

By *Frank E. Sen*
President

Attest:

James A. Gump
Secretary

(SEAL)

UTILITY CONTRACTORS, INC.

Contractor - Party of the Second Part

P.O. Box 2079, Wichita, Kansas 67201

Address

By *Frank E. Sen*
President

Attest:

Robert Palma
Assistant Secretary

PROPOSAL
CONSTRUCTION OF SANITARY SEWERS
CRESTVIEW IMPROVEMENT DISTRICT
SEDGWICK COUNTY, KANSAS

Board of Directors
Crestview Improvement District
Sedgwick County, Kansas

Gentlemen:

The undersigned hereby proposes to construct sanitary sewers to serve 31 Lots in Crestview Country Club Estates, North Point Addition, Crestview Improvement District, Sedgwick County, Kansas, by furnishing all labor, material and equipment necessary to construct said improvements according to the plans and specifications on file in the office of the Secretary, upon the terms of the contract and according to the instructions of the Engineer, at the following prices, to-wit:

TYPE:	APPROX. :	UNIT :	UNIT :	PRICE :	TOTAL :
NO. :	QUANTITY :	UNIT :			
1.	6,089	Lin. Ft.	8" V.C. Pipe w/Factory Moulded Joint Furnish and lay	2.20	13,395.80
2.	36	Lin. Ft.	8" C.I. Pipe, Class 100 Furnish and lay	6.00	216.00
3.	1,135	Lin. Ft.	0' - 6' Trench and Backfill	.40	454.00
4.	1,415	Lin. Ft.	6' - 8' Trench and Backfill	.60	849.00
5.	1,510	Lin. Ft.	8' - 10' Trench and Backfill	.90	1,359.00
6.	995	Lin. Ft.	10' - 12' Trench and Backfill	1.20	1,194.00
7.	555	Lin. Ft.	12' - 14' Trench and Backfill	2.00	1,110.00
8.	355	Lin. Ft.	14' - 16' Trench and Backfill	3.00	1,065.00
9.	135	Lin. Ft.	16' - 18' Trench and Backfill	4.00	540.00
10.	219.7	Lin. Ft.	Manholes Constructed	32.00	7,030.40
11.	200	Lin. Ft.	4" V.C. Riser Pipe	1.50	300.00
12.	31	Ea.	4" / 8" Eyes	7.00	217.00
13.	1	Ea.	Connect to Existing Manhole	50.00	50.00
14.	1	Unit	Support Pipe on Pier	200.00	200.00
15.	30	Cu. Yds.	Rock Excavation	5.00	150.00
16.	600	Lin. Ft.	Flushing Lines	.30	180.00
TOTAL				\$	28,310.20

Page 2 of 2 - Proposal
Sanitary Sewers
Crestview Improvement District

Please find enclosed a bid bond, certified or cashier's check in the sum of five per cent (5%) of the total bid as a guarantee that I, or we, will enter into a contract within ten (10) days after date of acceptance of this Proposal. I, or we, agree to commence this work within ten (10) days after being notified to commence by the Owner and to complete same within forty five (45) working days after starting date.

UTILITY CONTRACTORS, INC.

CONTRACTOR

By

Frank E. Sisk

P.O. Box 2079, Wichita, Kansas 67201

Address

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Utility Contractors, Inc.
of Wichita, Kansas,
as Principal and Insurance Company of North America,
as Surety, are held and firmly bound unto the Crestview Improvement District,
Sedgwick County, Kansas, in the penal sum of
Twenty eight thousand three hundred ten and 20/100 - - - - - Dollars (\$ 28,310.20), Lawful money of the United States of America for the
payment of which is to be well and truly made, we and each of us jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents. The condition of this obligation are such that,

WHEREAS, the said Utility Contractors, Inc.
Principal herein, was on the _____ day of _____, 19 70, by the
Crestview Improvement District, Sedgwick County, Kansas, duly awarded the Contract to furnish all material and labor and to construct

Sanitary Sewer Lines - 31 Lots in Crestview Country Club Estates,
North Point Addition

as provided for in said Contract for said District in accordance with the Plans and Specifications for said improvements made by Reiss & Goodness, Engineers, engineers for said District, approved by the Board of Directors, and filed with the Secretary of said District; which said Contract, Plans and Specifications are herein referred to and made a part of this obligation the same as if fully set out herein.

NOW, THEREFORE, if the said Utility Contractors, Inc.
Principal herein, shall well and truly perform said Contract in the time and manner designated therein and faithfully complete the same in accordance with said Plans and Specifications, and shall faithfully comply with the warranties and guaranties therein and shall save said District harmless from all damages and costs said District may be liable for by reason of negligence of said Principal in the construction of said work and shall do all things required to be done and performed under said Contract, including the maintenance of subject property for one year as set out in said Contract, then this obligation shall be null and void; otherwise to be in full force and effect.

IN WITNESS WHEREOF, the said Parties hereto have hereunto set their hands and seals this _____ day of _____, 19 70.

Attest:
[Signature]
Assistant Secretary
(SEAL)

UTILITY CONTRACTORS, INC.
Principal
By [Signature]
President

INSURANCE COMPANY OF NORTH AMERICA
Surety
[Signature]
Attorney-in-Fact

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS: That we Utility Contractors, Inc.
of Wichita, Kansas
as Principal, and Insurance Company of North America
as Surety, are well and firmly bound unto the State of Kansas, in the penal sum of
Twenty eight thousand three hundred ten and 20/100
Dollars (\$ 28,310.20) lawful money of the United States of America for the
payment of which we and each of us jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns firmly by these presents. The
conditions of this obligation are such, that,

WHEREAS, the said above bonded Utility Contractors, Inc.
as Principal herein, did on the _____ day of _____, 19 70,
enter into a Contract with the Crestview Improvement District, Sedgwick County, Kansas,
to furnish all labor, material and equipment necessary and construct for said
District.

Sanitary Sewer Lines - 31 Lots in Crestview Country Club Estates,
North Point Addition

In accordance with the Plans and Specifications on file with the Secretary of
said District; which said Contract, Plans and Specifications are hereby referred
to and made a part of this obligation.

NOI, THEREFORE, if the said Utility Contractors, Inc.
shall pay all indebtedness incurred for supplies, materials or labor furnished
or consumed in connection with the construction of said improvement, then the
above obligation shall be null and void, otherwise to remain in full force and
effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have hereunto
set their hands and seals this _____ day of _____, 19 70.

Attest:

Richard Palmer
Assistant Secretary

(SEAL)

(SEAL)

UTILITY CONTRACTORS, INC.

Principal

By Frank E. Seaman
President

INSURANCE COMPANY OF NORTH AMERICA

Surety

M. D. McCreedy
Attorney-In-Fact

POWER OF ATTORNEY

INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA, PA.

Know all men by these presents: That the INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on June 9, 1953, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) "Such writings shall be signed by the President, a Vice President, an Assistant Vice President, a Resident Vice President or an Attorney-in-Fact.
- (2) "Unless signed by an Attorney-in-Fact, such writings shall have the seal of the Company affixed thereto, duly attested by the Secretary, an Assistant Secretary or a Resident Assistant Secretary. When such writings are signed by an Attorney-in-Fact, he shall either affix an impression of the Company's seal or use some other generally accepted method of indicating use of a seal (as by writing the word "Seal" or the letters "L.S." after his signature).
- (3) "Resident Vice Presidents, Resident Assistant Secretaries and Attorneys-in-Fact may be appointed by the President or any Vice President, with such limits on their authority to bind the Company as the appointing officer may see fit to impose.
- (4) "Such Resident Officers and Attorneys-in-Fact shall have authority to act as aforesaid, whether or not the President, the Secretary or both, be absent or incapacitated; and shall also have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) "Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary."

does hereby nominate, constitute and appoint M. D. McCREADY, DEANE J. MYER, C. M. DALTON, JR., and J. D. CORRIGAN, all of the City of Wichita, State of Kansas

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings in its business of guaranteeing the fidelity of persons holding places of public or private trust, and in the performance of contracts other than insurance policies, and executing and guaranteeing bonds or other undertakings, required or permitted in all actions or proceedings or by law required or permitted.

All such bonds and undertakings as aforesaid to be signed for the Company and the Seal of the Company attached thereto by any one of the said M. D. McCreedy, Deane J. Myer, C. M. Dalton, Jr., or J. D. Corrigan, individually.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Philadelphia, Commonwealth of Pennsylvania, in their own proper persons.

IN WITNESS WHEREOF, the said R. S. GILLESPIE, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said INSURANCE COMPANY OF NORTH AMERICA this 10th day of August 1957.

Copy
Reiss
Goodness

C O N T R A C T

THIS AGREEMENT AND CONTRACT, made and entered into this _____ day of _____, 19 70, by and between the Crestview Improvement District, Sedgwick County, Kansas, Party of the First Part, and Utility Contractors, Inc., Wichita, Kansas, Party of the Second Part.

WITNESSETH: That, WHEREAS, the said Party of the First Part has heretofore called for bids for furnishing certain materials and labor for constructing Sanitary Sewer Laterals, Block 4, Crestview Country Club Estates, North Point Addition and Outfall Sewer as provided in Plans and Specifications on file in the Office of the Secretary, and

WHEREAS, the said Party of the Second Part herein was found, upon consideration, to have submitted a satisfactory proposal for said work, and which proposal was found to be within the estimate made by Reiss & Goodness Engineers and filed with the Secretary of said District, as provided by law, and

WHEREAS, it was moved, seconded and carried that such work be awarded to and the Contract let to the said Party of the Second Part herein, upon his proposal, and in accordance with the Plans and Specifications prepared by the Engineers and filed with the Secretary of said District.

NOW, THEREFORE, it is mutually agreed by and between the Parties hereto, as follows: That said Party of the First Part does hereby award and let the Contract for furnishing certain materials and labor for construction of Sanitary Sewer Laterals, Block 4, Crestview Country Club Estates, North Point Addition and Outfall Sewer

in accordance to Plans and Specifications, and said Party of the Second Part agrees that he will enter upon the duties of executing of said Contract and Agreement, and will with all due diligence, proceed to execute same, furnish all materials and labor and perform said work in accordance with the Plans, Specifications and details prepared by the Engineers and filed with the Secretary of said District; which said Plans and Specifications, and details are referred to herein and made a part of this Contract, the same as if copied herein in full, and said Party of the Second Part will punctually and faithfully perform said Contract in accordance therewith, and complete the same in a first class manner and satisfactory to the said Party of the First Part and its Engineer and Inspector.

The said Party of the Second Part will at all times hold himself subject to the direction of the Party of the First Part and its Engineer, at any part of said work in regard to the execution thereof, in accordance with the said Plans and Specifications for same.

Rec'd.
10-15-70
[Signature]

Contract and Agreement - 2

The said Party of the Second Part agrees to give a Statutory Bond running to the State of Kansas, for the sum of Nineteen thousand eight hundred sixty nine and 60/100 ----- Dollars (\$ 19,869.60) being the full amount of the Contract price; and a Surety Bond with a Bonding Company, acceptable to said District, authorized to do business in the State of Kansas, running to said District, for the sum of Nineteen thousand eight hundred sixty nine and 60/100 ----- Dollars (\$ 19,869.60) being the full amount of the Contract price; as guarantee that the Party of the Second Part shall faithfully perform this work in accordance with the terms of the Contract, and to indemnify said District against damages caused by or to said construction work, and to save the District harmless from all damages and costs for which said District may be liable, resulting from action of the Party of the Second Part, his agents and servants, whether by negligence or otherwise, in the construction of said work, including maintenance of subject property for one year.

In consideration of the faithful performance of said Contract, and on the completion of the same, the said Party of the First Part agrees to give, and the said Party of the Second Part agrees to receive as compensation, in full, for the completed work, the sum of Nineteen thousand eight hundred sixty nine and 60/100 ----- Dollars (\$ 19,869.60), subject, however, to correction on final estimate as to quantities, but based upon the prices stipulated in the Proposal of the Party of the Second Part, a copy of which is attached hereto and made a part thereof.

The said Party of the Second Part agrees that he will commence said work within ten (10) days after being notified to commence by the District and to complete the same within forty five (45) working days, then he shall forfeit to the said Party of the First Part and pay it the sum of forty dollars (\$40.00) per working day for engineering and inspecting said completion is delayed after said forty five (45) working days and the same shall be deducted from the amount to be due said Party of the Second Part.

In the event of any unavoidable or unforeseen accident, action or happening, or strikes or railroad shipping embargoes, the time for completion of said work shall be extended beyond the forty five (45) working days to the extent of such delay and not be included insofar as applying the agreement for paying liquidated damages is concerned.

Should the Party of the Second Part, for any cause whatsoever, cease work on this Contract and refuse to proceed therewith, then the said Party of the First Part, upon the giving of twenty (20) days notice in writing to the Party of the Second Part, his agent in charge, or by posting the same upon some part of the work may take charge of said work, all materials, tools, equipment and means of performing said work, and proceed to complete the same, and after completing said work, shall deduct the cost of such completion from the Contract price, before paying the balance to the Party of the Second Part. And in the event the cost of the completion shall exceed the amount due or to become due, the said Party of the Second Part shall pay such balance, and the bond herein given shall be obligated for such payment and fully reimburse the said Party of the First Part for such cost and expenditure.

The Party of the Second Part, shall at all times, keep and maintain proper street lights, signals and barricades so as to avoid accidents on the streets, avenues, and alleys of said District, and shall not keep any street, avenue, or alley closed from traffic any longer than is absolutely necessary. Work shall be commenced on and under this Contract as designated by the Party of the First Part and shall be prosecuted in the order designated by it.

HOWEVER, it is agreed by and between both Parties to this Contract, that, in the event the work is delayed by any Federal Order or Ruling, existing or promulgated during the life of this Contract, then the time for completion of the work shall be extended beyond the forty five (45) working days to the extent of such delay, and not be included insofar as applying the agreement for paying liquidated damages is concerned.

IN WITNESS WHEREOF, the respective Parties hereto have executed this Contract in duplicate, and said Party of the First Part has caused it to be executed by its President, attested by its Secretary, and Official Seal affixed the day and year first above written.

CRESTVIEW IMPROVEMENT DISTRICT
SEDGWICK COUNTY, KANSAS

Party of the First Part

By *Israel K. ...*
President

Attest:

James J. ...
Secretary

(SEAL)

UTILITY CONTRACTORS, INC.
Contractor - Party of the Second Part

P.O. Box 2079, Wichita, Kansas 67201
Address

By *Frank ...*
President

Attest:

Robert ...
Assistant Secretary

PROPOSAL
CONSTRUCTION OF SANITARY SEWERS
CRESTVIEW IMPROVEMENT DISTRICT
SEDGWICK COUNTY, KANSAS

Board of Directors
Crestview Improvement District
Sedgwick County, Kansas

Gentlemen:

The undersigned hereby proposes to construct sanitary sewer laterals in Block 4, Crestview Country Club Estates, North Point Addition and outfall sewer in the Crestview Improvement District, Sedgwick County, Kansas, by furnishing all labor, material and equipment necessary to construct said improvements according to the plans and specifications on file in the office of the Secretary, upon the terms of the contract and according to the instructions of the Engineer, at the following prices, to-wit:

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM	UNIT PRICE	TOTAL
1.	3,865	Lin. Ft.	8" V.C. Pipe w/Factory Roulded Joint Furnish and lay	2.20	8,503.00
2.	345	Lin. Ft.	8" C.I. Pipe, Class 100 Furnish and lay	6.00	2,070.00
3.	965	Lin. Ft.	0' - 6' Trench and Backfill	.40	386.00
4.	775	Lin. Ft.	6' - 8' Trench and Backfill	.60	465.00
5.	550	Lin. Ft.	8' - 10' Trench and Backfill	.90	495.00
6.	860	Lin. Ft.	10' - 12' Trench and Backfill	1.20	1,032.00
7.	1,060	Lin. Ft.	12' - 14' Trench and Backfill	2.00	2,120.00
8.	142.3	Lin. Ft.	Manholes Constructed	32.00	4,553.60
9.	5	Ea.	4"/8" Wyes	7.00	35.00
10.	1	Ea.	Connect to Existing Manhole	50.00	50.00
11.	20	Cu. Yds.	Rock Excavation	5.00	100.00
12.	200	Lin. Ft.	Flushing Lines	.30	60.00
TOTAL				\$	19,869.60

Page 2 of 2 - Proposal
Sanitary Sewers
Crestview Improvement District

Please find enclosed a bid bond, certified or cashier's check in the sum of five per cent (5%) of the total bid as a guarantee that I, or we, will enter into a contract within ten (10) days after date of acceptance of this Proposal. I, or we, agree to commence this work within ten (10) days after being notified to commence by the Owner and to complete same within forty five (45) working days after starting date.

UTILITY CONTRACTORS, INC.
CONTRACTOR

By

Frank E. Jackson
P.O. Box 2079, Wichita, Kansas 67201
Address

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Utility Contractors, Inc.
of Wichita, Kansas
as Principal and Insurance Company of North America
as Surety, are held and firmly bound unto the Crestview Improvement District,
Sedgwick County, Kansas in the penal sum of
Nineteen thousand eight hundred sixty nine and 60/100 - - - - -
Dollars (\$ 19,869.60), lawful money of the United States of America for the
payment of which is to be well and truly made, we and each of us jointly and sev-
erally bind ourselves, our heirs, executors, administrators, successors and assigns
firmly by these presents. The condition of this obligation are such that,

WHEREAS, the said Utility Contractors, Inc.
Principal herein, was on the _____ day of _____, 19 70, by the
Crestview Improvement District, Sedgwick County, Kansas, duly award-
ed the Contract to furnish all material and labor and to construct

Sanitary Sewer Laterals, Block 4, Crestview Country Club Estates,
North Point Addition and Outfall Sewer

as provided for in said Contract for said District in accordance with the Plans
and Specifications for said improvements made by Reiss & Goodness, Engineers,
engineers for said District, approved by the Board of Directors, and filed with
the Secretary of said District; which said Contract, Plans and Specifications are
herein referred to and made a part of this obligation the same as if fully set
out herein.

NOW, THEREFORE, if the said Utility Contractors, Inc.
Principal herein, shall well and truly perform said Contract in the time and man-
ner designated therein and faithfully complete the same in accordance with said
Plans and Specifications, and shall faithfully comply with the warranties and
guaranties therein and shall save said District harmless from all damages and
costs said District may be liable for by reason of negligence of said Principal
in the construction of said work and shall do all things required to be done and
performed under said Contract, including the maintenance of subject property for
one year as set out in said Contract, then this obligation shall be null and void;
otherwise to be in full force and effect.

IN WITNESS WHEREOF, the said Parties hereto have hereunto set their hands
and seals this _____ day of _____, 19 70.

Attest:
Robert Palmer
Assistant Secretary
(SEAL)

UTILITY CONTRACTORS, INC.
Principal
By Frank G. Jenkins
President

INSURANCE COMPANY OF NORTH AMERICA
Surety
M. D. McCready
Attorney-In-Fact
(SEAL)

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS: That we Utility Contractors, Inc.
of Wichita, Kansas
as Principal, and Insurance Company of North America,
as Surety, are well and firmly bound unto the State of Kansas, in the penal sum of
Nineteen thousand eight hundred sixty nine and 60/100
Dollars (\$ 19,869.60) lawful money of the United States of America for the
payment of which we and each of us jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns firmly by these presents. The
conditions of this obligation are such, that,

WHEREAS, the said above bonded Utility Contractors, Inc.
as Principal herein, did on the day of , 19 70,
enter into a Contract with the Crestview Improvement District, Sedgwick County, Kansas
to furnish all labor, material and equipment necessary and construct for said
District.

Sanitary Sewer Laterals, Block 4, Crestview Country Club Estates,
North Point Addition and Outfall Sewer

in accordance with the Plans and Specifications on file with the Secretary of
said District; which said Contract, Plans and Specifications are hereby referred
to and made a part of this obligation.

NOI, THEREFORE, if the said Utility Contractors, Inc.
shall pay all indebtedness incurred for supplies, materials or labor furnished
or consumed in connection with the construction of said improvement, then the
above obligation shall be null and void, otherwise to remain in full force and
effect.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have hereunto
set their hands and seals this day of , 19 70.

UTILITY CONTRACTORS, INC.

Principal

Attest:

Robert Palma
Assistant Secretary

(SEAL)

By

Frank E. Jenkins
President

INSURANCE COMPANY OF NORTH AMERICA

Surety

(SEAL)

M. D. McCreedy
Attorney-in-Fact

POWER OF ATTORNEY

INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA, PA.

Know all men by these presents: That the INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on June 9, 1953, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) "Such writings shall be signed by the President, a Vice President, an Assistant Vice President, a Resident Vice President or an Attorney-in-Fact.
- (2) "Unless signed by an Attorney-in-Fact, such writings shall have the seal of the Company affixed thereto, duly attested by the Secretary, an Assistant Secretary or a Resident Assistant Secretary. When such writings are signed by an Attorney-in-Fact, he shall either affix an impression of the Company's seal or use some other generally accepted method of indicating use of a seal (as by writing the word "Seal" or the letters "L.S." after his signature).
- (3) "Resident Vice Presidents, Resident Assistant Secretaries and Attorneys-in-Fact may be appointed by the President or any Vice President, with such limits on their authority to bind the Company as the appointing officer may see fit to impose.
- (4) "Such Resident Officers and Attorneys-in-Fact shall have authority to act as aforesaid, whether or not the President, the Secretary, or both, be absent or incapacitated; and shall also have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) "Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary."

does hereby nominate, constitute and appoint M. D. MCCREADY, DEANE J. MYER, C. M. DALTON, JR., and J. D. CORRIGAN, all of the City of Wichita, State of Kansas

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings in its business of guaranteeing the fidelity of persons holding places of public or private trust, and in the performance of contracts other than insurance policies, and executing and guaranteeing bonds or other undertakings, required or permitted in all actions or proceedings or by law required or permitted.

All such bonds and undertakings as aforesaid to be signed for the Company and the Seal of the Company attached thereto by any one of the said M. D. McCreedy, Deane J. Myer, C. M. Dalton, Jr., or J. D. Corrigan, individually.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Philadelphia, Commonwealth of Pennsylvania, in their own proper persons.

IN WITNESS WHEREOF, the said R. S. GILLESPIE, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said INSURANCE COMPANY OF NORTH AMERICA this 10th day of August 19 67.

INSURANCE COMPANY OF NORTH AMERICA

SEE PP. 8 & 10

DECLARATION OF COVENANTS AND RESTRICTIONS OF CRESTVIEW COUNTRY CLUB ESTATES, NORTH POINT ADDITION TO SEDGWICK COUNTY, KANSAS

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD
4-8-70

OCT 9 1970
17596

NO. JOHN MALE
REGISTERED DEEDS
Beant Gilbert
Deputy

Original Compared
With Record

CRESTVIEW DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant" being the owner of that certain real property subject to this Declaration, DOES HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DOES HEREBY DECLARE, FIX AND ESTABLISH the covenants, conditions, restrictions, liens and charges upon and subject to which all of the property subject to this Declaration, and all part or portions thereof, improvements thereon and interests therein, shall be held, used, occupied, leased, subleased or otherwise transferred; all of which are for the benefit of said property and each person having any interest therein as owner or lessee or sublessee; and the same and each of them shall inure to and be binding upon each and every successive successor in interest of each such person, and the same and each of same is hereby imposed upon said property as a servitude in favor thereof and interest therein as the dominant tenement or tenements, to-wit:

ARTICLE I

PROPERTY DESCRIPTION:

The property subject to this Declaration hereinbefore and hereinafter referred to as "subject property" is situated in the County of Sedgwick, State of Kansas, and is particularly described as follows:

Crestview Country Club Estates, North Point Addition to Sedgwick County, Kansas.

ARTICLE II

DEFINITIONS:

Unless the context clearly indicates a different meaning therefor, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same may be used) shall be deemed to mean and shall be defined as hereinafter in this Article II set forth:

ARTICLES OF INCORPORATION AND BY-LAWS:

Articles of Incorporation or By-Laws, as the case may be, of the Association as the same may be amended from time to time.

ASSOCIATION:

The Crestview Country Club Estates Home Owners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described.

COMMUNITY FACILITIES:

All facilities placed or erected on a community area and all facilities serving more than one residence site or one owner and including drives, walks, parking areas, sewers, electrical, water, gas, television, and telephone services and fixtures, storage and equipment areas or enclosures, parks, open spaces, planted and landscaped areas, sprinkling systems and recreation areas.

1500
Rec'd.
10-15-70
[Signature]

See [Signature]

OWNER: Any person or persons who own a residence site in fee simple in any part of Crestview Country Club Estates, Sedgwick County, Kansas, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

COMMUNITY OR COMMON AREAS: All of the subject property other than the residence sites or lots.

NOTICE: Notice, declaration, certification, approval, consent, authorization shall mean and be effective as such only when in writing.

TRANSFER: A transfer of any and every kind or nature whatsoever of any right, title or interest in subject property or in a residence site or any part or portion thereof or interest therein or improvement thereon or appurtenant thereto, including a transfer by deed or trust or mortgage and also including, but not limited to, a sale, assignment, gift, lease or sublease.

UTILITY: Electricity, gas, water, telephone, television, trash pickup and like services whether or not provided or supplied by a public utility company or an improvement district.

ARTICLE III

INCORPORATION OF EXISTING RESTRICTIONS: To the extent that all or any portion of the subject property shall heretofore have been made subject to any conditions or restrictions of use by a recorded instrument or instruments the Association and each member shall abide by any such conditions or restrictions. Nothing herein contained is intended to abrogate any existing valid restrictions or covenants concerning subject property.

ARTICLE IV

OCCUPANCY: An owner shall not interfere with the rights of other owners, the Association, or the Declarant, nor intentionally or unintentionally, annoy any of such or any of the occupants of subject property by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

Conduct: An owner shall obey and comply with all public laws, ordinances, rules and regulations and all ground rules now or hereafter promulgated as provided for in this Declaration.

No owner shall do or allow to be done any act which causes, or threatens to cause any damage, encroachment, or disrepair to the subject property community facilities, or the residence site of any other owner.

ARTICLE V

RESTRICTIVE COVENANTS: The subject property shall be used and occupied for residential purposes only.

Dogs and other animals shall be confined at all times to the residence site and must be kept on

a leash when outside the residence site and in the common areas. Dogs and other animals shall not be allowed to trespass on the adjacent Crestview Country Club whether on leash or not.

There shall not be any external television or radio antennas erected, and no owner shall erect any structures, either permanent or temporary, upon any of the common areas.

No automobile, truck, motorcycle, motorbike, boat, housetrailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common area.

Motor scooters, mini trail bikes, or similar vehicles shall be operated for transportation only and no joy riding on the streets or lot premises shall be allowed.

Those garage doors which are allowed to face on a street shall be kept closed at all times when not necessary for the purpose of ingress or maintenance.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used, second hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land.

No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals.

No signs, advertisements, billboard or advertising structures or any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the creation and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Oil drilling, oil development, operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, or in any common area to all building sites, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any of the building sites covered by these covenants, or in any area common to all building sites. Fuel oil storage tanks as a part of the heating equipment of a detached single-family dwelling shall be permitted only if located underground.

The Board of Directors of Crestview Country Club shall also have the right to enforce the restrictive covenants set out herein.

ARTICLE VI

**ASSOCIATION:
Powers and Duties:**

The Crestview Country Club Estates Homeowners Association of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-laws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

Declarant shall carry out all of the duties and powers herein delegated to the Association in regard to each particular platted area until at least fifty (50) per cent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with these Declarations of Covenants and Restrictions. As each separate platted area reaches fifty (50) per cent of development as aforesaid, such platted area shall be turned over to the Association which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided however that the Declarant may at its option at any time turn the management of any platted area over the Association. The Association and the Declarant shall cooperate fully in the management of all areas.

Declarant shall maintain, develop and manage all unsold portions of the property at its sole cost and the Association shall not levy any assessment against Declarant for any reason.

The Association shall own and maintain the common areas, reserves and access easements.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out.

**ASSOCIATION:
Operations and
Expenses:**

The Association shall establish such committees as may be provided for in its By-laws, shall engage a manager, secretaries, engineers, auditors, legal counsel, and other employees or consultants as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay all other expenses necessary or incidental to the conduct or carrying on of its business.

**ASSOCIATION:
Enforcement:**

The Association may engage a professional management firm and turn over to such firm any duties required by its Charter and By-laws and this Declaration, or may contract with the Crestview Country Club Improvement District of Sedgwick County, Kansas, to perform such duties or any part thereof. The Association shall have the duty to enforce each and every of the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

The Association by three-fourths vote of the Board of Directors shall have the power to levy fines up to and including \$100.00 against any Owner who has breached or threatens to breach any of the provisions of this Declaration or By-laws of the Association.

ASSOCIATION: Each Owner shall be obligated to pay the taxes
Taxes and Assessments: or assessments assessed by the County Assessor against his own residence site, or personal property.

ARTICLE VII

ASSESSMENTS AND LIENS: Each Owner shall pay to the Association, the assess-
General Assessments: ments which shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of the property. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

ASSESSMENTS AND LIENS: All general assessments shall be made against each
Basis and Operating Fund: Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners.

Each new Owner shall pay an original charge of \$75.00 to the Association to be used as an operating fund for the Association.

ASSESSMENTS AND LIENS: The Association may, from time to time, at a
Special Assessments: regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against each residence site for the operation of the Association and the operation, maintenance, care and improvement of such property. In addition, the Association shall have the authority to establish and fix a special assessment on any residence site to secure the liability of the Owner of such residence site to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessment shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association and shall thereafter bear interest until paid in full at a rate to be established by the Association Board of Directors.

ASSESSMENTS AND LIENS: The Association shall have the sole authority to
Collection and Expenditures: collect and enforce the collection of all general and special assessments provided for in this Declaration, and may in addition to such assessments charge and assess costs (including reasonable attorney fees) and penalties and interest for the late payment or non-payment thereof. The Association shall have the authority to expend all moneys collected from such assessments, costs, penalties, and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association and provided for in this Declaration and in the Articles of Incorporation and By-laws of the Association.

ASSESSMENTS AND LIENS: Delinquency: Thirty (30) days after any general or special charge and assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied.

ASSESSMENTS AND LIENS: Notice of Delinquency: At any time after general or special charge and assessment against any residence site has become a lien and delinquent, the Association may record a Notice of Delinquency as to such residence site, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the residence site against which the same has been assessed, and the name of the record or reputed record owner thereof and such notice shall be signed by an officer of the Association.

Upon payment or other satisfaction of said assessment, interest, penalties and costs in connection of which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

ASSESSMENTS AND LIENS: Enforcement of Liens: Each lien established pursuant to the provisions of this Declaration by the recording of a Notice of Delinquency as hereinabove provided, may be foreclosed as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorney's fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

ASSESSMENTS AND LIENS: Reservation of Liens: Declarant, as to the property covered by this Declaration and each residence site embraced therein, has established and does hereby establish, reserve and impose a lien thereon securing each assessment provided by this Declaration, together with said costs, penalties and interest, and Declarant does hereby assign to the Association the right to collect and enforce the collection of the same in accordance with and subject to the limitations contained in each of the provisions of this Declaration.

ASSESSMENTS AND LIENS: Subordination to Mortgages: Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to any valid bona fide mortgage (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any residence site purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

ARTICLE VIII

REPAIR AND RESTORATION: Community Facilities: Should any community facilities or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the

Association, shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property.

REPAIR AND RESTORATION:
Timing and Completion:

The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties, and in that event all insurance proceeds collected and any additional amount of cost and expense in excess thereof shall be paid over to the Association to be used by or to reimburse it for such repair or restoration.

REPAIR AND RESTORATION:
Approval of Plans:

No work provided for in this Article or elsewhere in this Declaration shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having jurisdiction of the work.

ARTICLE IX

EASEMENTS:
Reservation:

There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective interests shall obtain, the easements and rights of way as particularly identified in this Article.

EASEMENTS:
Reservation of Right
of Way:

Declarant specifically reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement and right-of-way over the common area, for the purpose of constructing, maintaining, repairing, replacing, and rebuilding underground pipe lines, drains and/or mains for the purpose of conveying gas, water, and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the location of said pipes, drains, and/or mains; provided, however, the subject property is at all times to be replaced in its original state at the expense of the Declarant, his successors and assigns, for the purpose of developing all residence sites located upon subject property and any contiguous and adjacent property to be developed at a later time. This easement is not intended to be exclusive and it is not intended to prohibit or restrain the owners of the subject property to use the land for their benefit. Provided that the Crestview Country Club Improvement District of Sedgwick County, Kansas, may use such easements and shall have

such easements for the purposes necessary to construct, erect and maintain public utilities for the benefit of such property.

*Required
Per approval
30 parking
width on
streets*

OFF STREET PARKING:

ARTICLE X

Each residence site upon which a dwelling is constructed shall contain a minimum of three suitably surfaced parking spaces, such parking spaces shall be off-street and shall be on the dwelling site either connected to or a part of the driveway from the street. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE:

No dwelling outbuilding, landscaping, fencing, or improvement shall be erected, placed, altered, or permitted to remain on any premises in said development, until the building or other improvements, plans, specifications and any plats showing the location of such improvement on the particular building site have been submitted to and approved in writing as to the external design and as to the location of improvements with respect to topography, grade and finished ground elevation by a committee composed of the Board of Directors of the Declarant.

Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members, thereof, shall be binding upon all parties. The Architectural Control Committee shall have the power to regulate the distance between improvements on adjoining residence sites in order that no residence shall be closer than thirty (30) feet to any other residence, and also to control the minimum size of the structure to be erected on any building site. In no event shall the front width of a house extend eighty (80) per cent of the width of the building site at the front set back line and neither shall any house be placed closer than eight (8) feet to any side lot line. Provided, however, that the Declarant's Board of Directors may at any time at its option delegate the authority herein contained.

Provided, however, that if the Architectural Control Committee does not approve or reject the designation and location within thirty (30) days as above set out, that the owner or his agent shall notify one of the Architectural Control Committee members of his intention to commence construction on the plans submitted by delivering such notice to such member at least forty eight (48) hours before such construction is commenced.

Provided further that neither said Committee nor the Declarant shall be liable in damages to anyone so submitting plans for approval, for failure or neglect to approve the same. In event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said committee, this covenant will be deemed to have been fully complied with.

It is further provided that no residential structure which covers less than 2000 feet of ground, in excess of porches and garages, shall be constructed on any building site and further that each residence shall have a double garage. Provided, however, that the Architectural Control Committee shall have the right to allow a fifteen per cent (15%) deviation in this regard. If construction or alteration or improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment, or alteration of such improvements, or bring mandatory injunctions to require the removal thereof.

ARTICLE XII

MISCELLANEOUS:
Acceptance of Provisions by Grantee:

The Association and each grantee hereafter of any part or portion of the property covered by this Declaration and any purchaser under any grant contract of sale or any lessee under any lease covering any part or portion of such property, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

MISCELLANEOUS:
Interpretations of Restrictions:

In interpreting and applying the provisions of this Declaration they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners of said property. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants, or other agreements, between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then in that case the provisions of this Declaration shall control.

MISCELLANEOUS:
Construction and Validity of Restrictions:

All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

MISCELLANEOUS:
Assignment of Powers:

Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed, or released

by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein. In a like manner and for a like term, such powers and duties may be assigned to the Crestview Country Club Improvement District of Sedgwick County, Kansas.

MISCELLANEOUS:
Waiver and Exceptions:

The failure by the Association or of Declarant or of any Owner of any residence site included in said property or any other person, to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

MISCELLANEOUS:
Titles:

All titles used in this Declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them affect that which is set forth in this Article, section or subsection nor any of the terms or provisions of this Declaration nor the meaning thereof.

MISCELLANEOUS:
Singular and Plural
Masculine and
Feminine:

The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

MISCELLANEOUS:
Successors in
Interest:

Reference herein to either the Association or Declarant shall include each successor to the affairs as such, and each such successor shall succeed to the rights, powers and authority hereunder of such to whose affairs it succeeds.

MISCELLANEOUS:
AMENDMENTS:

These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of fifth (50) years from the date hereof. No modification, repea; or amendments of this Declaration shall be effective or binding upon any party or upon any real property subject hereto or benefited hereby unless an instrument in writing shall be duly recorded and unless it be executed by the Association and by not less than seventy-five (75) percent of the members.

MAINTENANCE OF
COMMON AREAS:

Declarant further covenants that the areas specifically referred to as Reserve A in said Flat of North Point and as access to the golf course of Crestview Country Club, shall be owned by the Crestview Country Club Estates Home Owners Association of the State of Kansas, and that such areas shall be landscaped and maintained by the said Association, and that the expense of the same shall be raised by special assessments levied by the Home Owners Association as hereinbefore set out.

MISC BOOK 675 PAGE 571

IN WITNESS WHEREOF the Crestview Development Corporation has caused this Declaration to be executed this 6th day of October, 1970.

CRESTVIEW DEVELOPMENT CORPORATION

By: James F. Haugen
President
James F. Haugen



ATTEST:
Marion E. Tomlinson
Secretary

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 6th day of October, 1970, before me, the undersigned a Notary Public in and for the county and state aforesaid, came James F. Haugen, President of Crestview Development Corporation, a corporation of the state of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Ellen Wanko
Notary Public
Ellen Wanko

My Commission Expires:
April 22-1971



APPROVAL

THE CRESTVIEW COUNTRY CLUB, a non-profit corporation organized and existing under the laws of the State of Kansas, does hereby approve the above and foregoing Declaration and all restrictions set out therein.

CRESTVIEW COUNTRY CLUB

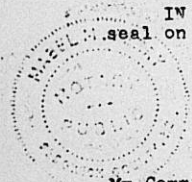
By M. J. Edwards, Jr.
President
M. J. Edwards, Jr.

A. K. Wilson
Secretary
A. K. Wilson

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED that on this 6th day of October, 1970, before me, the undersigned a Notary Public in and for the county and state aforesaid, came M. J. Edwards, Jr., President of Crestview Country Club, a corporation of the State of Kansas, personally known to me to be the same person who executed the foregoing instrument of writing as an officer of said corporation, in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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



Mabel M. Perry
Notary Public

Mabel M. Perry

My Commission Expires:

My Commission Expires Aug. 21, 1972

LAW OFFICES
DRESIE AND JORGENSEN
815 UNION NATIONAL BUILDING
BROADWAY AND DOUGLAS
WICHITA, KANSAS 67202

GREY DRESIE
J. PAUL JORGENSEN (912-1087)
JOHN F. JORGENSEN

PHONE 267-4231
AREA CODE 316

15 October 1970

Wichita Sedgwick County Metropolitan
Area Planning Commission
Wichita, Kansas

Re: Crestview Country Club Estates,
North Point Addition to Sedgwick
County, Kansas.

Gentlemen:

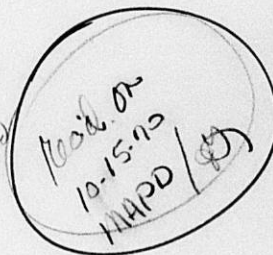
As of this date we have examined the title to the above described real property and as a result of such examination find that as of October 15, 1970, at 7:00 a. m., the Crestview Development Corporation, a Kansas Corporation, has a good and marketable title to the above described real property subject to the following:

1. Taxes for the year 1969 and prior years are shown paid.
2. There are Restrictive Covenants affecting the use and occupancy of the property filed October 9, 1970, at 4:00 p. m. in Book Misc.675 at page 562, in the Office of the Register of Deeds, Sedgwick County, Kansas.

Very truly yours,
DRESIE & JORGENSEN

By 

GD/ew



THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE September 28, 1970

TO John Gist, Senior Planner

FROM Bill H. Otten, Design & Planning Superintendent

SUBJECT North Point Addition
at Crestview

I am attaching to this memorandum a copy of the Engineers Estimate of Cost for providing city water service to the North Point Addition at Crestview.

The developer will be required to enter into a Plan "B" Water Main Extension Agreement with the Water Department and make a cash deposit of \$65,643.00, being their portion of the cost of said agreement. The Water Department will then select a contractor for this project by competitive bidding and will also inspect the construction work.

It is our understanding that the developers' share of this project will be available in approximately 30 days.

BHO:bg

cc: Al E. Reiss, Consulting Engineer
John D. Wykoop, Operations Chief Engineer

Bill H. Otten
Design & Planning Superintendent

checked with Bill Otten on 10-20-70 & he advised that applicant has executed contract but that they still need deposit. We agreed that the money to be provided from company that purchases bonds from Improvement District include the \$65,643.

Don't have cash they will need

RECEIVED
SEP 29 1970
METROPOLITAN
PLANNING

ENGINEER'S PRELIMINARY ESTIMATE
OF
EXTENSION OF DISTRIBUTION SYSTEM
TO SERVE THE NORTH POINT ADDITION
AT CRESTVIEW

6,545 Lin. Ft. of 12-inch pipe @ \$10.27 by contract (with appurtenances)	\$67,217.15	
Materials supplied by Water Department	<u>685.20</u>	
Estimated cost of construction & materials	\$67,902.35	
Administration and Engineering, 6%	4,074.14	
Miscellaneous and Contingencies	<u>123.51</u>	
Estimated Cost of 12-inch pipe		\$ 72,100.00
4,057 Lin. Ft. of 8-inch & 6-inch pipe @ \$7.52 by contract (with appurtenances)	\$30,508.64	
Materials supplied by Water Department	<u>2,436.26</u>	
Estimated cost of construction & materials	\$32,944.90	
Administration and Engineering, 6%	1,976.69	
Miscellaneous and Contingencies	<u>178.41</u>	
Estimated Cost of 8-inch & 6-inch pipe		<u>35,100.00</u>
Estimated Total Project Cost		\$107,200.00
Less difference between 12" & 8" main cost 6,545 ft. @ \$3.60/Lin. Ft.	\$23,562.00	
Less Fire Hydrant costs, 5 @ \$575.00	2,875.00	
Less Plan B Allowance, 36 1-inch meters @ \$420.00	<u>15,120.00</u>	
		<u>41,557.00</u>
NET COST TO THE NORTH POINT ADDITION - PLAN "B"		\$ <u><u>65,643.00</u></u>

August 17, 1970
WICHITA WATER DEPARTMENT
Wichita, Kansas

By Bill H. Otten
Bill H. Otten
Design & Planning Superintendent

MAINTENANCE OF
COMMON AREAS

Declarant further covenants that the areas specifically referred to as Reserve A in said Plat of North Point and as access to the golf course of Crestview Country Club, shall be owned by the Crestview Country Club Estates Home Owners Association of the State of Kansas, and that such areas shall be landscaped and maintained by the said Association, and that the expense of the same shall be raised by special assessments levied by the Home Owners Association as hereinbefore set out.

*# to be inserted in
proposed Declaration
of Covenants & Restrictions*

DECLARATION OF COVENANTS AND
RESTRICTIONS OF CRESTVIEW COUNTRY CLUB ESTATES,
NORTH POINT ADDITION TO SEDGWICK COUNTY, KANSAS

PROPOSED

CRESTVIEW DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant" being the owner of that certain real property subject to this Declaration, DOES HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DOES HEREBY DECLARE, FIX AND ESTABLISH the covenants, conditions, restrictions, liens and charges upon and subject to which all of the property subject to this Declaration, and all part or portions thereof, improvements thereon and interests therein, shall be held, used, occupied, leased, subleased or otherwise transferred; all of which are for the benefit of said property and each person having any interest therein as owner or lessee or sublessee; and the same and each of them shall inure to and be binding upon each and every successive successor in interest of each such person, and the same and each of same is hereby imposed upon said property as a servitude in favor thereof and interest therein as the dominant tenement or tenements, to-wit:

ARTICLE I

PROPERTY DESCRIPTION:

The property subject to this Declaration hereinbefore and hereinafter referred to as "subject property" is situated in the County of Sedgwick, State of Kansas, and is particularly described as follows:

Crestview Country Club Estates, North Point Addition to Sedgwick County, Kansas.

ARTICLE II

DEFINITIONS:

Unless the context clearly indicates a different meaning therefor, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same may be used) shall be deemed to mean and shall be defined as hereinafter in this Article II set forth:

ARTICLES OF INCORPORATION AND BY-LAWS:

Articles of Incorporation or By-Laws, as the case may be, of the Association as the same may be amended from time to time.

ASSOCIATION:

The Crestview Country Club Estates Home Owners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described.

COMMUNITY FACILITIES:

All facilities placed or erected on a community area and all facilities serving more than one residence site or one owner and including drives, walks, parking areas, sewers, electrical, water, gas, television, and telephone services and fixtures, storage and equipment areas or enclosures, parks, open spaces, planted and landscaped areas, sprinkling systems and recreation areas.

OWNER: Any person or persons who own a residence site in fee simple in any part of Crestview Country Club Estates, Sedgwick County, Kansas, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

COMMUNITY OR COMMON AREAS: All of the subject property other than the residence sites or lots.

NOTICE: Notice, declaration, certification, approval, consent, authorization shall mean and be effective as such only when in writing.

TRANSFER: A transfer of any and every kind or nature whatsoever of any right, title or interest in subject property or in a residence site or any part or portion thereof or interest therein or improvement thereon or appurtenant thereto, including a transfer by deed or trust or mortgage and also including, but not limited to, a sale, assignment, gift, lease or sublease.

UTILITY: Electricity, gas, water, telephone, television, trash pickup and like services whether or not provided or supplied by a public utility company or an improvement district.

ARTICLE III

INCORPORATION OF EXISTING RESTRICTIONS: To the extent that all or any portion of the subject property shall heretofore have been made subject to any conditions or restrictions of use by a recorded instrument or instruments the Association and each member shall abide by any such conditions or restrictions. Nothing herein contained is intended to abrogate any existing valid restrictions or covenants concerning subject property.

ARTICLE IV

OCCUPANCY:
Conduct: An owner shall not interfere with the rights of other owners, the Association, or the Declarant, nor intentionally or unintentionally, annoy any of such or any of the occupants of subject property by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

An owner shall obey and comply with all public laws, ordinances, rules and regulations and all ground rules now or hereafter promulgated as provided for in this Declaration.

No owner shall do or allow to be done any act which causes, or threatens to cause any damage, encroachment, or disrepair to the subject property community facilities, or the residence site of any other owner.

ARTICLE V

RESTRICTIVE COVENANTS: The subject property shall be used and occupied for residential purposes only.

Dogs and other animals shall be confined at all times to the residence site and must be kept on

a leash when outside the residence site and in the common areas. Dogs and other animals shall not be allowed to trespass on the adjacent Crestview Country Club whether on leash or not.

There shall not be any external television or radio antennas erected, and no owner shall erect any structures, either permanent or temporary, upon any of the common areas.

No automobile, truck, motorcycle, motorbike, boat, housetrailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common area.

Motor scooters, mini trail bikes, or similar vehicles shall be operated for transportation only and no joy riding on the streets or lot premises shall be allowed.

Those garage doors which are allowed to face on a street shall be kept closed at all times when not necessary for the purpose of ingress or maintenance.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used, second hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land.

No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals.

No signs, advertisements, billboard or advertising structures or any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the creation and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Oil drilling, oil development, operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, or in any common area to all building sites, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any of the building sites covered by these covenants, or in any area common to all building sites. Fuel oil storage tanks as a part of the heating equipment of a detached single-family dwelling shall be permitted only if located underground.

The Board of Directors of Crestview Country Club shall also have the right to enforce the restrictive covenants set out herein.

ARTICLE VI

ASSOCIATION:
Powers and Duties:

The Crestview Country Club Estates Homeowners Association of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-laws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

Declarant shall carry out all of the duties and powers herein delegated to the Association in regard to each particular platted area until at least fifty (50) per cent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with these Declarations of Covenants and Restrictions. As each separate platted area reaches fifty (50) per cent of development as aforesaid, such platted area shall be turned over to the Association which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided however that the Declarant may at its option at any time turn the management of any platted area over to the Association. The Association and the Declarant shall cooperate fully in the management of all areas.

Declarant shall maintain, develop and manage all unsold portions of the property at its sole cost and the Association shall not levy any assessment against Declarant for any reason.

The Association shall own and maintain the common areas, reserves and access easements.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out.

ASSOCIATION:
Operations and Expenses:

The Association shall establish such committees as may be provided for in its By-laws, shall engage a manager, secretaries, engineers, auditors, legal counsel, and other employees or consultants as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay all other expenses necessary or incidental to the conduct or carrying on of its business.

ASSOCIATION:
Enforcement:

The Association may engage a professional management firm and turn over to such firm any duties required by its Charter and By-laws and this Declaration, or may contract with the Crestview Country Club Improvement District of Sedgwick County, Kansas, to perform such duties or any part thereof. The Association shall have the duty to enforce each and every of the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

The Association by three-fourths vote of the Board of Directors shall have the power to levy fines up to and including \$100.00 against any Owner who has breached or threatens to breach any of the provisions of this Declaration or By-laws of the Association.

ASSOCIATION: Each Owner shall be obligated to pay the taxes
Taxes and Assessments: or assessments assessed by the County Assessor against his own residence site, or personal property.

ARTICLE VII

ASSESSMENTS AND LIENS: Each Owner shall pay to the Association, the assessments which shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of the property.
General Assessments: Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

ASSESSMENTS AND LIENS: All general assessments shall be made against each
Basis and Operating Fund: Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners.

Each new Owner shall pay an original charge of \$75.00 to the Association to be used as an operating fund for the Association.

ASSESSMENTS AND LIENS: The Association may, from time to time, at a
Special Assessments: regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against each residence site for the operation of the Association and the operation, maintenance, care and improvement of such property. In addition, the Association shall have the authority to establish and fix a special assessment on any residence site to secure the liability of the Owner of such residence site to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessment shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association and shall thereafter bear interest until paid in full at a rate to be established by the Association Board of Directors.

ASSESSMENTS AND LIENS: The Association shall have the sole authority to
Collection and Expenditures: collect and enforce the collection of all general and special assessments provided for in this Declaration, and may in addition to such assessments charge and assess costs (including reasonable attorney fees) and penalties and interest for the late payment or non-payment thereof. The Association shall have the authority to expend all moneys collected from such assessments, costs, penalties, and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association and provided for in this Declaration and in the Articles of Incorporation and By-laws of the Association.

ASSESSMENTS AND LIENS: Thirty (30) days after any general or special charge and assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied.

ASSESSMENTS AND LIENS: At any time after general or special charge and assessment against any residence site has become a lien and delinquent, the Association may record a Notice of Delinquency as to such residence site, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the residence site against which the same has been assessed, and the name of the record or reputed record owner thereof and such notice shall be signed by an officer of the Association.

Upon payment or other satisfaction of said assessment, interest, penalties and costs in connection of which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

ASSESSMENTS AND LIENS: Each lien established pursuant to the provisions of this Declaration by the recording of a Notice of Delinquency as hereinabove provided, may be foreclosed as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorney's fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

ASSESSMENTS AND LIENS: Declarant, as to the property covered by this Declaration and each residence site embraced therein, has established and does hereby establish, reserve and impose a lien thereon securing each assessment provided by this Declaration, together with said costs, penalties and interest, and Declarant does hereby assign to the Association the right to collect and enforce the collection of the same in accordance with and subject to the limitations contained in each of the provisions of this Declaration.

ASSESSMENTS AND LIENS: Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to any valid bona fide mortgage (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any residence site purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

ARTICLE VIII

REPAIR AND RESTORATION: Should any community facilities or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the

Association, shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property.

REPAIR AND RESTORATION: The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties, and in that event all insurance proceeds collected and any additional amount of cost and expense in excess thereof shall be paid over to the Association to be used by or to reimburse it for such repair or restoration.

REPAIR AND RESTORATION: No work provided for in this Article or elsewhere in this Declaration shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having jurisdiction of the work.

ARTICLE IX

EASEMENTS: There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective interests shall obtain, the easements and rights of way as particularly identified in this Article.

EASEMENTS: Declarant specifically reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement and right-of-way over the common area, for the purpose of constructing, maintaining, repairing, replacing, and rebuilding underground pipe lines, drains and/or mains for the purpose of conveying gas, water, and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the location of said pipes, drains, and/or mains; provided, however, the subject property is at all times to be replaced in its original state at the expense of the Declarant, his successors and assigns, for the purpose of developing all residence sites located upon subject property and any contiguous and adjacent property to be developed at a later time. This easement is not intended to be exclusive and it is not intended to prohibit or restrain the owners of the subject property to use the land for their benefit. Provided that the Crestview Country Club Improvement District of Sedgewick County, Kansas, may use such easements and shall have

such easements for the purposes necessary to construct, erect and maintain public utilities for the benefit of such property.

ARTICLE X

OFF STREET PARKING:

Each residence site upon which a dwelling is constructed shall contain a minimum of three suitably surfaced parking spaces, such parking spaces shall be off-street and shall be on the dwelling site either connected to or a part of the driveway from the street. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE:

No dwelling outbuilding, landscaping, fencing, or improvement shall be erected, placed, altered, or permitted to remain on any premises in said development, until the building or other improvements, plans, specifications and any plats showing the location of such improvement on the particular building site have been submitted to and approved in writing as to the external design and as to the location of improvements with respect to topography, grade and finished ground elevation by a committee composed of the Board of Directors of the Declarant.

Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members, thereof, shall be binding upon all parties. The Architectural Control Committee shall have the power to regulate the distance between improvements on adjoining residence sites in order that no residence shall be closer than thirty (30) feet to any other residence, and also to control the minimum size of the structure to be erected on any building site. In no event shall the front width of a house extend eighty (80) per cent of the width of the building site at the front set back line and neither shall any house be placed closer than eight (8) feet to any side lot line. Provided, however, that the Declarant's Board of Directors may at any time at its option delegate the authority herein contained.

Provided, however, that if the Architectural Control Committee does not approve or reject the designation and location within thirty (30) days as above set out, that the owner or his agent shall notify one of the Architectural Control Committee members of his intention to commence construction on the plans submitted by delivering such notice to such member at least forty eight (48) hours before such construction is commenced.

Provided further that neither said Committee nor the Declarant shall be liable in damages to anyone so submitting plans for approval, for failure or neglect to approve the same. In event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said committee, this covenant will be deemed to have been fully complied with.

It is further provided that no residential structure which covers less than 2000 feet of ground, in excess of porches and garages, shall be constructed on any building site and further that each residence shall have a double garage. Provided, however, that the Architectural Control Committee shall have the right to allow a fifteen per cent (15%) deviation in this regard. If construction or alteration or improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment, or alteration of such improvements, or bring mandatory injunctions to require the removal thereof.

ARTICLE XII

**MISCELLANEOUS:
Acceptance of Pro-
visions by Grantee:**

The Association and each grantee hereafter of any part or portion of the property covered by this Declaration and any purchaser under any grant contract of sale or any lessee under any lease covering any part or portion of such property, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

**MISCELLANEOUS:
Interpretations of
Restrictions:**

In interpreting and applying the provisions of this Declaration they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners of said property. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants, or other agreements, between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then in that case the provisions of this Declaration shall control.

**MISCELLANEOUS:
Construction and
Validity of
Restrictions:**

All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

**MISCELLANEOUS:
Assignment of Powers:**

Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed, or released

by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein. In a like manner and for a like term, such powers and duties may be assigned to the Crestview Country Club Improvement District of Sedgwick County, Kansas.

**MISCELLANEOUS:
Waiver and Exceptions:**

The failure by the Association or of Declarant or of any Owner of any residence site included in said property or any other person, to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

**MISCELLANEOUS:
Titles:**

All titles used in this Declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them affect that which is set forth in such Article, section or subsection nor any of the terms or provisions of this Declaration nor the meaning thereof.

**MISCELLANEOUS:
Singular and Plural
Masculine and
Feminine:**

The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

**MISCELLANEOUS:
Successors in
Interest:**

Reference herein to either the Association or Declarant shall include each successor to the affairs as such, and each such successor shall succeed to the rights, powers, and authority hereunder of such to whose affairs it succeeds.

**MISCELLANEOUS:
Amendments:**

These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of fifty (50) years from the date hereof. No modification, repeal or amendments of this Declaration shall be effective or binding upon any party or upon any real property subject hereto or benefited hereby unless an instrument in writing shall be duly recorded and unless it be executed by the Association and by not less than seventy-five (75) per cent of the members.

IN WITNESS WHEREOF the Crestview Development Corporation has caused this Declaration to be executed this ____ day of _____, 1970.

CRESTVIEW DEVELOPMENT CORPORATION

By: _____ President

ATTEST:

Secretary

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this ____ day of _____, 1970, before me, the undersigned a Notary Public in and for the county and state aforesaid, came _____, President of Crestview Development Corporation, a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

ACCEPTANCE AND APPROVAL

THE CRESTVIEW COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION, a non-profit corporation organized and existing under the laws of the State of Kansas, does hereby accept and consent to all of the terms, provisions and conditions, including all protective restrictions, conditions, covenants, reservations, liens, charges and assessments contained in the foregoing Declaration and by this Acceptance and Consent agrees to act in the capacity and with the powers and authority given it under said Declaration. The acceptance and consent is hereby executed and the undersigned hereby causes its signature seal to be hereunto affixed by its authorized officers, on the ____ day of _____, 1970.

THE CRESTVIEW COUNTRY CLUB ESTATES
HOMEOWNERS ASSOCIATION

By _____
President

ATTEST:

Secretary

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this ____ day of _____, 1970, before me, the undersigned a Notary Public in and for the county and state aforesaid, came _____ President of the Crestview Country Club Estates Homeowners Association, a corporation of the State of Kansas, personally known to me to be the same person who executed the foregoing instrument of writing as an officer of said corporation, in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes herein set forth.

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

Notary Public

My Commission Expires:

APPROVAL

THE CRESTVIEW COUNTRY CLUB, a non-profit corporation organized and existing under the laws of the State of Kansas, does hereby approve the above and foregoing Declaration and all restrictions set out therein.

CRESTVIEW COUNTRY CLUB

By _____
President
M. J. Edwards, Jr.

Secretary
A. K. Wilson

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this _____ day of _____, 1970, before me, the undersigned a Notary Public in and for the county and state aforesaid, came _____, President of Crestview Country Club, a corporation of the State of Kansas, personally known to me to be the same person who executed the foregoing instrument of writing as an officer of said corporation, in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

September 3, 1970

Jerald R. Jones
6629 East Douglas
Wichita, Kansas 67207

Subject: S/D 69-106 - Crestview
Country Club Estates, North Point
Addition

Dear Mr. Jones:

As you are aware, the above captioned amended final plat was considered and approved by the Board of City Commissioners at its regular meeting of September 1, 1970 subject to the conditions as recommended by the Planning Commission. Since several of the conditions have not been complied with, Bob Lakin asked that I advise you of those conditions needing attention prior to our being able to release the tracing for recording. The conditions of approval are as follows:

- OK*
- The applicant shall include within their Homes Association Agreement a provision which clarifies the purposes, ownership and responsibility for maintenance of the 15-foot strip of land (Reserve "A" between 13th Street and North Point Drive, and for that indicated as a 20-foot wide dedicated golf course access. A copy of such agreement shall be furnished to the Planning Department.
 - The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita, the construction plans and profiles for which are to be submitted to the City's Engineering Division of the Department of Public Works for approval.
 - The applicant shall install or guarantee the paving of all streets in accordance to urban standards with curb and gutter and as to specifications approved by the City Engineer. The appropriate plans and profiles for the streets and their associated drainage improvements are to be submitted to the City Engineer for approval. *10-29-70 checked w/ Jerald Jones of Eng. Div. to advise sewer plans have been approved.*
 - The applicant shall make satisfactory arrangements for the extension of municipal water to serve all lots within the subdivision. *9-15-70 paving plans approved by Engineering Div. call from Mr. Jones on this date.*

3. The requirement of sidewalks was waived.
- OK Approved the width of streets for less than 34 feet provided the applicant guarantees by the submission of restrictive covenants that three off-street parking spaces shall be provided for each dwelling unit.
- OK Certification that fee title is vested in the plat and that all taxes due and payable for 1969 and prior years have been paid.
4. Recording of the plat within 30 days after approval by the Board of City Commissioners.
- OK Regarding condition #1, we need either the original Home Association Agreement so that it can be recorded or we need a copy of the recorded agreement. As to conditions 2 and 3, we need a letter from the City Engineering Department stating that they have approved both your sewer and street plans. We also need a satisfactory guarantee that the improvements will be installed. As I understand, this guarantee can be in the form of proof that a contract has been entered into for the improvements, and a letter from the Bonding Company to either us or the improvement district that they will purchase the bonds. → *still need letter as of 10-20-70 / JG*
- OK Concerning condition #4, we need a letter from the Water Department stating that satisfactory arrangements have been made for the extension of water. Regarding conditions 6 and 7, we need the restrictive covenant providing for three off-street parking spaces per dwelling unit and a title and tax opinion. *Mitchell OK Rec'd OK 9-15-70 & 10-20-70*

In addition to these comments, this afternoon we passed out your latest final plat revision to members of the Subdivision Committee and Utility Advisory Committee. Several comments were made as to street geometrics, minimum pad elevations, and whether or not lot 5, block 4, extended too far to the east so as to interfere with the existing box on 13th Street. I reviewed these comments briefly with Mr. Reiss who assured me that he would contact M. S. Mitchell concerning lot 5 and the minimum pad elevations, and Bill McKinley of the Traffic Engineering Division relative to the curvature of street right-of-way at the northeast and northwest corners of Block 1 and also relative to the design of the major entrance. *OK*

Need to check w/ Mitch 10-20-70
/ JG

Page 3
September 3, 1970

As soon as all of these conditions are complied with, we will release the tracing for recording. If you have any questions concerning these items, please call.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:rme

cc: Robert H. Nelson, Attorney at Law, 200 W. Douglas, 67202
Crestview Development Corp., 130 North Market, 67202
Reiss And Goodness, Engineers, 2160 E. Douglas, 67214
Dick Linn, Design Chief Engineer

August 27, 1970

Ralph Wulz, City Manager
John D. Gist, Senior Planner

S/D 69-106 - Crestview Country Club Estates,
North Point Addition

The above-captioned plat was considered by the Board of City Commissioners on July 28, 1970. The action of the Commission was to approve the plat as recommended by the Planning Commission, and subject to the plans for the required street and bridge improvements being approved by, and the improvements being constructed in accordance with the specifications of the Engineer of the City of Wichita. A later meeting involving the applicant, his engineer, the City and County Engineers and various other City staff regarding these required improvements has resulted in amendments to the design of the plat. The principal change is in the access road North Point Drive, not extending across the Floodway between Blocks 3 and 4, and the adjustment in lotting arrangement adjacent thereto.

The redesigned plat requires reapproval and should be placed on the Manager's Agenda for the City Commission meeting on September 1, 1970. The plat is being reconsidered by the Planning Commission at its regular meeting this afternoon, and the Director of Planning will be available at the City Commission meeting to present the recommendation of the Planning Commission.

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

JDG:ber

- + 7-28-70 conditions
- + comments re 3 refund
- + Title & Tax affairs for release.

August 14, 1970

Utility Advisory Committee Members who
attend Subdivision Committee meetings.

John D. Gist, Senior Planner

S/D 69-106, Crestview Country Club Estates,
North Point Addition.

The above captioned plat was considered by the Board of City Commissioners on July 28, 1970. The action of the Commission was to approve the plat as recommended by the Planning Commission, and subject to the plans for the required street and bridge improvements being approved by, and the improvements being constructed in accordance with the specifications of, the City Engineer of the City of Wichita. A later meeting involving the applicant, his engineer, the City and County Engineer and various other City staff regarding these required improvements has resulted in amendments to the design of the plat. The principle change is in the access road North Point Drive not extending across the Floodway between Blocks 3 and 4, and the adjustment in lotting arrangement adjacent thereto.

Attached for your information and files is a copy of the final plat drawing containing these revisions. Although this matter is not being formally scheduled for the Subdivision Committee meeting on August 20, 1970, if there are any comments concerning the revised drawing they could be presented at that time. This would permit any matters which should be taken into account to be made available to the Planning Commission when they reconsider the plat at their regular meeting on August 27, 1970.

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

JDG:rme

Attachment

cc: Crestview Development Corp.
130 North Market, 67202

Jerald R. Jones
6629 East Douglas, 67207

Reiss and Goodness, Engineers
2160 East Douglas, 67214

WICHITA-SHERWOOD WICK COUNTY

DATE

METROPOLITAN AREA PLANNING DEPARTMENT

TO E. W. Bruggeman, Director of Public Works
AND Grover McLure, County Engineer

FROM Robert A. Lakin, Director of Planning

SUBJECT Crestview Estates Plat

I have scheduled a meeting on the above plat for 4:00 p.m., Wednesday, August 5, 1970, in our Planning Commission Room, to discuss the City Commission action on the above plat. The attorney (development corporation and improvement district), owner and improvement district engineer will be present. Our staff will also be present.

Discussion will be to resolve differences, if any, on design standards and specifications on streets, drainage and sewers. Those receiving copies of this memo are requested to advise if you cannot attend.

EAL:ber

cc: B. E. Smith, City Engineer
Dick Linn, Design Chief Engineer
Dean Sellers, Construction Chief Engineer
George Wilton, Superintendent, Public Works Maintenance
M. S. Mitchell, Asst. Supt., Public Works Maintenance and
Flood Control Supervisor
James F. Aiken, Jr., Environmental Health Director
Jack Galbraith, Chief Planner, MAPD
X John Gist, Senior Planner, MAPD

COPY

WICHITA-SEDGWICK COUNTY

DATE
July 29, 1970

METROPOLITAN AREA PLANNING DEPARTMENT



TO Files

FROM Jack H. Galbraith, Chief Planner *JHG*

SUBJECT S/D 69-106 - Crestview Country Club Estates

On July 28, 1970, the Board of City Commissioners considered the above captioned case. The action of the City Commission was to approve the plat subject to the conditions as recommended by the Planning Commission with the exception that streets shall be paved to City standards as approved by the City Engineer and the required bridges shall be installed based on standards approved by the City rather than the County Engineer. The City Commission also waived the requirement for sidewalks.

JHG:ls

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number	69-106	Name	CRESTVIEW COUNTRY CLUB ESTATES
Application Filed:	12-2-69	Sketch Filed:	12-2-69
Preliminary Plat Filed:	1-28-70	Approved by S/D:	2-19-70
Final Plat Filed:	4-27-70	Approved by S/D:	5-7-70
Approved by Metropolitan Area Planning Commission:			5-14-70

DESCRIPTION

General Location: South side of 13th Street,
west of 143rd Street East

Surveyor or Engineer: Raiss and Goodness
Owner: Crestview Development Cop.
Address: 130 North Market

- | | | |
|--------------------------|--------------------------|--|
| 1. Gross Acreage of Plat | <u>28.40⁰</u> | 5. Lineal Feet of New Streets: |
| 2. Number of Lots: | <u>36</u> | a. <u>64</u> R/W <u>5,350</u> ft. |
| Residential | <u> </u> | b. <u> </u> R/W <u> </u> ft. |
| Commercial | <u> </u> | c. <u> </u> R/W <u> </u> ft. |
| Industrial | <u> </u> | d. <u> </u> R/W <u> </u> ft. |
| Other | <u> </u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots: | <u>36</u> | TOTAL <u>5,350</u> ft. |
| 3. Minimum Lot Frontage: | <u>70</u> ft. | 6. Existing Zoning: <u>"R-1"</u> |
| 4. Minimum Lot Area | <u>20,250</u> sq.ft. | |

Subject property is located outside the City limits of Wichita within the section of land occupied by, and being developed under the proposals of, the Crestview Country Club.

Planning Commission Recommendation:

HENNESSY moved and KAMEN seconded that the Planning Commission recommend to the City Commission that this plat be approved, subject to:

- ✓ 1. The applicant shall include within their Homes Association Agreement a provision which clarifies the purposes, ownership and responsibility for maintenance of the 15-foot strip of land (Reserve "A" between 13th Street and North Point Drive, and for that indicated as a 20-foot wide dedicated golf course access. A copy of such agreement shall be furnished to the Planning Department.
- ✓ 2. The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita, the construction plans and profiles for which are to be submitted to the City's Engineering Division of the Department of Public Works.
- ✓ 3. The applicant shall install or guarantee the paving of all streets in accordance to urban standards with curb and gutter and as to specifications established by the County Engineer. The appropriate plans and profiles for the streets and their associated drainage improvements are to be submitted to the County Engineer for approval.
- ✓ 4. The applicant shall make satisfactory arrangements for the extension of municipal water to serve all lots within the subdivision.

5. It shall be the applicant's responsibility of installing or guaranteeing the installation of the bridges or drainage structures crossing beneath the access road, North Point Drive, at the locations shown on the preliminary plat where the existing water courses cross 13th Street. Plans, specifications and guarantee for such structures shall be performed in a manner satisfactory with the County Engineer.

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

NOTE: The Planning Commission included within its recommendation that the requirement of installing sidewalks be waived.

ALSO NEEDED:

✓ Certification that fee title is vested in the plat and that all taxes due and payable for 1969 and prior years have been paid.

Vote of Planning Commission: Motion carried by a vote of 6 in favor (Hennessy, Trout, Jackson, Kamen, Souders and Blanchat) and 1 opposed (Bledsoe).

ACTION: Approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign, and instruct the Planning Department to withhold releasing of the plat tracing until all conditions of approval have been complied with.

FROM Grist DATE 7/22

ROUTE ALL STAFF

ADMINISTRATION
____ Martin _____ Scott
____ Veon _____ Eubank
____ Rathke _____
____ Penney _____
____ Hoenig _____

ADVANCE PLANS
____ STOCKWELL _____
____ Kallenbach _____ Mitchell
____ Looney _____
____ Myers _____
____ Smith _____

COMMUNITY DEVELOPMENT
____ Galbraith _____ Mock
____ Lyle _____ Shirkey
____ Young _____
____ Gist _____ Mannan
____ _____ Newby

GRAPHICS
____ Pierce _____ Crook
____ Gerland _____ Livesay
____ King _____
____ Dilts _____
____ Haines _____

HANDLE COMMENT _____ NOTE, INITIAL AND RETURN
FOR YOUR INFORMATION _____ FILES _____ SIGNATURE _____ LIBRARY

REMARKS _____

7-22-70

S/D 69-106,
Crestview Country Club Estates -
North Point Addition

conditions of approval
not yet satisfied:

- ✓ 10. The applicant shall include within their Homes Association Agreement, a provision which clarifies the purpose, ownership and responsibility for maintenance of the 15-foot strip of land (Reserve A) between 13th Street and North Point Drive, and for that indicated at a 20-foot wide dedicated golf course access. A copy of such agreement shall be furnished to the Planning Department.

Resie has written letter for Crestview Home Owners Assoc. indicating agreement has not been completed but he is authorized to assure MAPC that Res. A. will be landscaped & maintained by Assoc. @ their expense.

- ✓ 12. The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita, the construction plans and profiles for which are to be submitted to the City's Engineering Division of the Department of Public Works.

Need plan approval & guarantee

- ✓ 13. The applicant shall install or guarantee the paving of all streets in accordance to urban standards with curb and gutter, and as to specifications established by the County Engineer. The appropriate plans and profiles for the streets and their associated drainage improvements are to be submitted to the County Engineer for approval.

plan approval & guarantee

✓ MAPC recommended that sidewalks NOT be required by the BCC.

✓ guarantee with Wichita Water Dept.
for extension of municipal water
to serve all lots within the addition.

✓ 16. It shall be the applicant's responsibility of installing or
guaranteeing the installation of the bridges or drainage
structures crossing beneath the access road, North Point
Drive, at the locations shown on the preliminary plat where
the existing water courses cross 13th Street. Plans, speci-
fications and guarantee for such structures shall be performed
in a manner satisfactory with the County Engineer.

plan approval & guarantee

✓ TITLE & TAX OPINION

John -

Bob Falin has called
Drey about these forms &
guarantees that they are
not acceptable. Have
sent Drey a copy of the
Sub Rules & Regulations.

Joe

Crestview Development Corporation
Wichita, Kansas

RE: S/D 69-106 - CRESTVIEW COUNTRY
CLUB ESTATES, North Point
Addition.

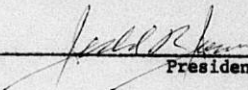
Gentlemen:

This is to verify that the Board of Directors of Crestview Country Club Improvement District of Sedgwick County, Kansas, is committed and has agreed to install a municipal sewage disposal sewer main and sub-main, and sewer laterals to serve the above addition as developed.

This action was taken by unanimous resolution of this Board of Directors at a special meeting held on July 8, 1970 with all of the directors present and voting affirmatively.

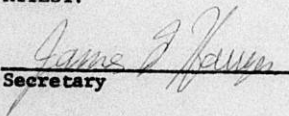
CRESTVIEW COUNTRY CLUB IMPROVEMENT
DISTRICT OF SEDGWICK COUNTY, KANSAS

By



President

ATTEST:



Secretary

Crestview Development Corporation
Wichita, Kansas

RE: S/D 69-106 - CRESTVIEW
COUNTRY CLUB ESTATES, NORTH
POINT ADDITION.

Gentlemen:

This is to verify that the Board of Directors of Crestview Country Club Improvement District at a special meeting held July 8, 1970, unanimously adopted a resolution to construct and install paving on all streets in accordance with Urban Standards to curb, gutter and drainage, such installation to be in conformity with specifications established by the County Engineer of Sedgwick County, Kansas.

These improvements will be paid for by special assessment levied against the property benefited in conformity with the statutes of such cases made and provided and will be constructed as development requires.

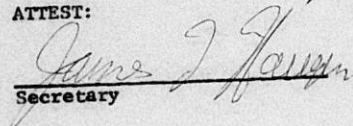
CRESTVIEW COUNTRY CLUB IMPROVEMENT
DISTRICT OF SEDGWICK COUNTY,
KANSAS

By



President

ATTEST:



Secretary

REAL ESTATE CONTRACT

North Point

THIS AGREEMENT, made and entered into this 10TH day of October, 1969, by and between CRESTVIEW COUNTRY CLUB, a Kansas corporation, hereinafter referred to as "Seller", and CRESTVIEW DEVELOPMENT CORPORATION, a Kansas corporation, hereinafter referred to as "Purchaser".

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations and the covenants hereinafter contained to be kept and performed by each of the parties hereto, the parties do hereby covenant and agree by and with each other as follows:

1. Sale. The Seller does hereby agree to sell to the Purchaser and the Purchaser does hereby agree to purchase from the Seller all those certain parcels of land situated in the County of Sedgwick, State of Kansas, and generally described as follows:

All that portion of Section 14, Township 27 South, Range 2 East of the 6th Principal Meridian, as shown on the Master Plan and submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission for zoning under the Planned Unit Development by Oblinger & Smith, land-planners of Wichita, Kansas, except for that portion of said Section allocated to the present 27-hole golf course and clubhouse site consisting of 284 acres, more or less, and except for 52 acres as shown on the Master Plan as being allocated to townhouse and apartment sites, the parcels covered by this contract to contain 309 acres, more or less, and to be legally described by survey prepared by Wilson & Company, Engineers of Salina, Kansas. All of the acreage figures include roads around the perimeter of the Section.

2. Purchase Price. The purchase price which the purchaser agrees to pay to the Seller and which the Seller agrees to accept for the property covered by this contract is the sum of Five Hundred Fifty Thousand Dollars (\$550,000.00), payable in the following manner:

- (a) The sum of \$96,800.00 in cash on October 10, 1969, as earnest money;
- (b) The sum of \$137,886.00 on closing January 10, 1970;
- (c) The balance of the purchase price in the amount of \$315,334.00 shall be evidenced by a purchase money second mortgage and note in customary form, which shall also provide for a thirty day grace period, notice of payments due, and release provisions as hereinafter set forth. Such note shall be payable in installments as follows:

April 10, 1970	\$73,334.00
July 10, 1970	\$73,333.00
October 10, 1970	\$73,333.00
January 10, 1971	\$73,334.00
April 10, 1971	\$22,000.00

Each of the notes shall bear interest at the rate of 1/2% over prime and interest shall commence on January 10, 1970, on the unpaid balance due in the event the Planned Unit Development as previously submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission has been approved prior to that date. In the event approval of such Planned Unit Development has not been obtained prior to January 10, 1970, then said notes shall bear interest commencing with the date on which Wichita-Sedgwick County Metropolitan Area Planning Commission's approval is obtained. In the event such approval has not been obtained prior to January 10, 1970, then and in that event the due date of each of such promissory notes shall be extended by the same amount of time which expires between January 10, 1970, and the date on which such approval is obtained, to the end that the promissory notes shall become due every three months, the first to be due three months subsequent to the approval of said Planned Unit Development. The purchaser shall have the absolute right at any time to prepay all or any part of such mortgage and notes without penalty. In the event of a default of such mortgage and notes, the Seller will look for recovery only to the property and no deficiency judgment will be taken against the Purchaser.

3. Title Evidence. The Seller is to furnish to the Purchaser an abstract of title or title insurance on January 5, 1970, showing title to be good and marketable or insurable without exceptions. Purchaser shall have five days after delivery of such abstract of title or insurance commitment within which to notify the Seller of any defects in the title. In the event the Seller is unable to furnish such evidence of good and marketable or insurable title, the Purchaser may at its option elect to have the earnest money repaid to it or may take such other action as may be available to it in accordance with law. This transaction shall close and the Purchaser shall pay the \$137,866.00 payment and execute all papers required to be executed for the completion of this purchase on January 10, 1970, and the Seller shall deliver a good and sufficient Warranty Deed to Purchaser on that date. The transaction shall be closed at the offices of Seller. If for any reason other than failure of title the Purchaser does not close this transaction as herein provided the deposit made by the Purchaser shall be retained by the Seller as liquidated damages.

4. Purchase Money Mortgage. In addition to the usual and customary covenants to be contained in the purchase money second mortgage to be given to Seller by Purchaser, it shall also provide that the Seller will release property from the terms and conditions of such mortgage and notes upon the following conditions:

(a) A tract or tracts totaling not to exceed 30 acres shall be excluded from such mortgage at the time of closing.

(b) Property or parcels selected by the Purchaser shall be released at the rate of \$1,000.00 per acre, provided that all released property shall be contiguous which lies within any quarter section.

(c) In the event the Purchaser causes a plat to be recorded in the office of the Register of Deeds of Sedgwick County, Kansas, subdividing the property or any portion thereof into lots, the Seller shall release any such lot upon the payment of \$500.00 for each lot so released.

(d) For each principal payment made under such mortgage and notes, the Purchaser shall be entitled to a pro rata release of either acreage or homesite on the basis hereinabove set forth.

(e) In view of the fact that the Purchaser contemplates subdividing the property, the parties recognize that the release clause as to lots and homesites must conform with any requirement of the Wichita-Sedgwick County Metropolitan Area Planning Commission, and the Seller does hereby agree that the mortgage shall contain such provisions as may be required now or during the term of the mortgage to conform with any such requirement.

(f) All payments made for releases are to be applied toward the next principal payment due under such mortgage and notes and interest shall be paid only on the unpaid balance due after taking into consideration any such payments.

(g) All releases are to be prepared and recorded at the expense of the Purchaser.

5. Additional 9-hole Golf Course. Purchaser agrees to resell and convey back to Seller a tract of approximately 66 acres of the land to be conveyed to Purchaser hereunder for the sum of \$1.00 in the event Seller notifies Purchaser in writing on or before January 1, 1973, that it has elected to construct an additional 9-holes of golf course facilities on Section 14, Township 27 South, Range 2 East, and in the event Seller furnishes to Purchaser an executed copy of contract or contracts between Seller and third parties providing for the construction of such additional 9-holes on or before January 1, 1975. Purchaser will convey such additional tract of approximately 66 acres to Seller upon being furnished with copies of such construction contracts and completion of construction of the additional 9-holes of golf course facilities. In the event Purchaser has not received from Seller notice of its election to build such additional 9-holes of golf course facilities on or before January 1, 1973, or in the event Seller gives such notice within such period of time but fails to complete the construction of such additional 9-holes on or before January 1, 1975, then and in that event Seller shall have no further rights with respect to such additional tract of approximately 66 acres. In the event the Planned Unit Development approval, as hereinabove referred to, has not been obtained prior to January 10, 1970, then and in that event the notification date of January 1, 1973, and the completed construction date of January 1, 1975, as herein referred to, shall be extended by the same amount of time which expires between January 10, 1970, and the date on which such approval is obtained, to the end

that Seller shall have at least three years after approval of the Planned Unit Development to elect whether or not to construct the additional 9-holes of golf course facilities and at least a period of five years after the approval of the Planned Unit Development within which to complete the construction. The tract of approximately 66 acres referred to in this paragraph is that portion of Section 14, Township 27 South, Range 2 East which is shown on the Master Plan heretofore submitted to Wichita-Sedgwick County Metropolitan Area Planning Commission by Oblinger & Smith for Planned Unit Development, being designated therein as Future 9-Holes, and most of which is located in the Southeast Quarter of Section 14, Township 27 South, Range 2 East, the description of such tract of approximately 66 acres to be legally described by survey to be prepared by Wilson & Company, Engineers at Salina, Kansas.

6. Easements. The Master Plan as submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission by Oblinger & Smith of Wichita, Kansas, generally divides Section 14-27S-2E into golf course and clubhouse and clubhouse facility areas, townhouse and apartment areas, commercial areas, and duplex and single family dwelling sites and it is recognized by both Seller and Purchaser that the owners of various portions of Section 14 must necessarily own their properties subject to easements in favor of the owners of other parcels in said Section and that also they must be provided easements which affect properties owned by others. Without limiting the scope of the easements which may be necessary to be given in connection with the entire development of Section 14, it is agreed that the property to be conveyed to Purchaser hereunder will be subject to the following easements:

*Approved
re: The Plan
@ Construction*

(a) Easement in favor of Seller for public and private utilities and drainage easements where necessary to adequately serve the improvements which are now or may hereafter be constructed upon the portion of the Section consisting of approximately 50 acres being sold contemporaneously herewith in the townhouse and apartment areas, and to drain surface waters from said areas into the natural drainage through the Section.

(b) Easement in favor of Purchaser over and across land to be retained by Seller and land to be sold by Seller to third parties covering the townhouse and apartment sites for public and private utilities and drainage easements where necessary to adequately serve the improvements which are now or may hereafter be constructed upon the portion of the Section which is being sold to Purchaser, and to drain surface waters from said areas into the natural drainage through the Section.

(c) In connection with the operation of the golf course facilities which are now or which may hereafter be constructed on the property to be retained by the Seller it is contemplated that persons, including but not limited to participants and spectators, using such facilities may from time to time require a small

amount of additional land adjacent to such facilities in order to fully enjoy the golf course facilities. The Purchaser does hereby agree by and with Seller that Seller shall have a non-exclusive temporary easement over and across that portion of the land to be conveyed by Seller to Purchaser hereunder which lies within fifty feet of the perimeter of the present golf course facility on the land which is being retained by Seller and in addition the 9-hole facility which may hereafter be constructed by Seller. Said temporary non-exclusive easement shall run in favor of the Seller and persons who may with the approval of the Seller use the present golf course facility and the 9-hole facility which may hereafter be constructed. This temporary easement shall remain in effect only until such time as purchaser plats any such area, and shall expire upon platting. At the time of platting the Purchaser agrees to consult with Seller and in the event Seller and Purchaser are of the opinion that the enjoyment of the golf course facilities by participants and/or spectators will require a permanent easement over and across the rear portion of any lot in any such plat which is adjacent to the golf course facility then and in that event Purchaser will execute an easement in favor of Seller covering such easement up to but not exceeding fifty feet over and across the rear portion of any such lot adjoining such golf course facility and in selling any such lot Purchaser hereunder will convey the same subject to such easement. Any such permanent easement will be non-exclusive but will run generally in favor of the Seller and any person, either participant or spectator, who may wish to use the same from time to time in connection with their use of the golf course facility. Seller agrees to maintain temporary and permanent easement areas at its sole cost and expense.

In connection with the easements referred to in (a) and (b) above the location and the extent of any such easements shall be agreed upon at the time of platting of any portion of land to be conveyed to Purchaser hereunder or of any land in the fifty acre townhouse and apartment site portion upon platting of any portion thereof and appropriate instruments granting such easements shall be prepared, executed and, if necessary, filed of record, in order to assure the availability of utilities to adequately serve any improvements to be constructed on any portion of Section 14 and to provide for the proper drainage of this Section. It is understood that any such easements will be located in keeping with good development practices and to minimize the damage done to any portion of the Section.

7. Planned Unit Development. The Seller has heretofore through Oblinger & Smith of Wichita, Kansas, filed a Master Plan and requested zoning of the entire Section 14 under Planned Unit Development and Seller agrees that it will at its sole cost and expense proceed with the application for approval of this Master Plan and attempt to obtain this approval at the earliest possible time. It is agreed by and between the parties hereto that in the event the Master Plan for Planned Unit Development has not been approved by the necessary governmental bodies on or before December 31, 1970, so as to enable Purchaser to proceed at its sole cost

amount of additional land adjacent to such facilities in order to fully enjoy the golf course facilities. The Purchaser does hereby agree by and with Seller that Seller shall have a non-exclusive temporary easement over and across that portion of the land to be conveyed by Seller to Purchaser hereunder which lies within fifty feet of the perimeter of the present golf course facility on the land which is being retained by Seller and in addition the 9-hole facility which may hereafter be constructed by Seller. Said temporary non-exclusive easement shall run in favor of the Seller and persons who may with the approval of the Seller use the present golf course facility and the 9-hole facility which may hereafter be constructed. This temporary easement shall remain in effect only until such time as purchaser plats any such area, and shall expire upon platting. At the time of platting the Purchaser agrees to consult with Seller and in the event Seller and Purchaser are of the opinion that the enjoyment of the golf course facilities by participants and/or spectators will require a permanent easement over and across the rear portion of any lot in any such plat which is adjacent to the golf course facility then and in that event Purchaser will execute an easement in favor of Seller covering such easement up to but not exceeding fifty feet over and across the rear portion of any such lot adjoining such golf course facility and in selling any such lot Purchaser hereunder will convey the same subject to such easement. Any such permanent easement will be non-exclusive but will run generally in favor of the Seller and any person, either participant or spectator, who may wish to use the same from time to time in connection with their use of the golf course facility. Seller agrees to maintain temporary and permanent easement areas at its sole cost and expense.

In connection with the easements referred to in (a) and (b) above the location and the extent of any such easements shall be agreed upon at the time of platting of any portion of land to be conveyed to Purchaser hereunder or of any land in the fifty acre townhouse and apartment site portion upon platting of any portion thereof and appropriate instruments granting such easements shall be prepared, executed and, if necessary, filed of record, in order to assure the availability of utilities to adequately serve any improvements to be constructed on any portion of Section 14 and to provide for the proper drainage of this Section. It is understood that any such easements will be located in keeping with good development practices and to minimize the damage done to any portion of the Section.

7. Planned Unit Development. The Seller has heretofore through Oblinger & Smith of Wichita, Kansas, filed a Master Plan and requested zoning of the entire Section 14 under Planned Unit Development and Seller agrees that it will at its sole cost and expense proceed with the application for approval of this Master Plan and attempt to obtain this approval at the earliest possible time. It is agreed by and between the parties hereto that in the event the Master Plan for Planned Unit Development has not been approved by the necessary governmental bodies on or before December 31, 1970, so as to enable Purchaser to proceed at its sole cost

and expense to plat all of the land which is being conveyed to it hereunder, with the exception of the additional 9-hole portion hereinabove referred to, then and in that event Purchaser will reconvey to Seller all of the real estate previously conveyed by Seller to Purchaser hereunder by Warranty Deed as hereinabove provided and contemporaneously therewith Seller will repay to Purchaser all monies theretofore paid by Purchaser to Seller under the terms of this agreement together with interest at the rate of one-half per cent (1/2%) over prime on such monies commencing January 10, 1970, to the date of repayment. In the event approval of the Master Plan has not been obtained on or before December 31, 1970, Purchaser may nevertheless on that date notify Seller that it elects to proceed with the purchase of the property covered by this agreement and the installment payments as provided for in paragraph 2 (c) herein will be paid as provided for in said paragraph, the first of such payments to be due three months subsequent to the approval of said Planned Unit Development, interest to commence on the date of such approval.

Seller agrees to cooperate with Purchaser in any zoning application hereafter filed by Purchaser involving duplex and commercial sites as shown in the Master Plan and by the execution of this instrument Seller gives its consent to Purchaser to apply for such zoning and to the granting of such zoning as may be necessary to develop the duplex and commercial areas.

8. First Mortgage. Upon the delivery of the Warranty Deed on January 10, 1970, by Seller to Purchaser as hereinabove provided, Seller intends to execute a note and mortgage with the Union National Bank of Wichita, Kansas, the said mortgage to be a first and prior lien on the real estate to be conveyed by this contract. Purchaser agrees that said note and mortgage shall be a maximum of \$250,000.00 and in the event the cancellation of this contract as provided in the next preceding paragraph Purchaser agrees to repay to the Union National Bank of Wichita any amounts which have been advanced under said note and mortgage and obtain and file of record a release thereof.

9. Restrictive Covenants. The Purchaser agrees that it will prior to filing a plat for any portion of the land to be conveyed to it hereunder prepare and furnish to Seller a set of proposed restrictive covenants which will govern the development and use of all of such land. The Seller shall have the right to make any reasonable amendments or changes in such proposed covenants and to furnish purchaser a copy of its proposed amendments and modifications. The final restrictive covenants shall be approved in writing by both purchaser and Seller and filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

10. Club Improvements. In connection with the construction of additional improvements by Seller on land which is to be retained by it, Seller agrees to consult with Purchaser concerning the location of any such new structures or improvements. In the event any such proposed structures or improvements are to be located within 100 yards of the land to be conveyed hereunder Purchaser must approve in writing the location of any such improvements or structures.

11. Resale. Purchaser agrees that it will not sell to any one person, firm, or corporation, in excess of 25 acres out of the

land which is being purchased hereunder without first securing the written approval of Seller.

12. Maintenance of Retained Land. Seller agrees that as to the land which it will retain for its golf course and clubhouse facility that it will continue to occupy said land and continuously operate the golf course facility for a period of twenty-five years from January 1, 1970.

13. Prior Obligations. It is understood by and between Seller and Purchaser hereunder that Jerald R. Jones, Wichita, Kansas, has heretofore expended considerable time and effort in connection with the development of All of Section 14, Township 27 South, Range 2 East, Sedgwick County, Kansas. Purchaser hereunder agrees to assume any and all obligations for the time and effort which Jerald R. Jones has heretofore spent in connection with this development and agrees to hold Seller harmless from any and all of such expense.

14. Possession. Purchaser shall have the right to assume possession of the land to be conveyed to it under this contract on the signing of this instrument and the payment of the sum due on October 10, 1969.

15. Liens. Other than the first and second mortgage herein referred to Purchaser shall permit no liens to attach to any portion of the land to be conveyed to it hereunder.

16. Binding Effect. This agreement shall be binding upon the successors and assigns of the respective parties hereto.

ATTEST:

By *L. E. Jones*

ATTEST:

By *Warren E. Tomlinson*

CRESTVIEW COUNTRY CLUB

By *Donald D. Haller*

President

"Seller"

CRESTVIEW DEVELOPMENT CORPORATION

By *James J. Sawyer*

President

"Purchaser"

AGREEMENT TO COOPERATE
ON A PLANNED UNIT DEVELOPMENT

THIS AGREEMENT, Made and entered into this 20th day of
May, 1970, by and between:

CRESTVIEW COUNTRY CLUB,
hereinafter referred to as

"Crestview"

and

CRESTVIEW DEVELOPMENT CORPORATION,
hereinafter referred to as

"Development Corporation"

WHEREAS, the said parties hereto have heretofore entered into a real estate contract of sale for certain portion of property located in Section 14, Township 27 South, Range 2 East, Sedgwick County, Kansas, and being more particularly set forth in the commitment for title insurance issued by the Chicago Title Insurance Company; and

WHEREAS, it is recognized by both parties that Development Corporation desires to develop the property being acquired by it for residential and/or commercial purposes; and

WHEREAS, it is well known to both parties that it is contemplated that a Planned Unit Development will be filed covering the entire Section 14, and that to effect same, it will be necessary that the parties hereto and in particular the Development Corporation and its successors and assigns shall be obligated to cooperate and join in the filing and completion of said Planned Unit Development covering the entire section of said land, it being also understood that a portion of said land has been sold to a third party, to-wit: Mansiones Del Sol, Inc., and that the said corporation has agreed in its contract with Crestview to likewise cooperate and join in the filing and completion of said Planned Unit Development.

NOW THEREFORE, it is agreed by and between the parties in consideration of the conveyance of land heretofore set forth in the contract of purchase and for other good and valuable consideration, receipt of which is hereby acknowledged, the said Development Corporation does hereby agree, and binding its successors and assigns, to cooperate and join in the filing and completion of a Planned Unit Development covering the entire Section 14, Township 27 South, Range 2 East, Sedgwick County, Kansas.

CRESTVIEW COUNTRY CLUB

By M. J. Edwards
President

ATTEST:

A. K. Wilson
Secretary

CRESTVIEW DEVELOPMENT CORPORATION

By James J. Sawyer
President

ATTEST:

Warren E. Joulson
Secretary

STATE OF KANSAS
SEDGWICK COUNTY SS:

BE IT REMEMBERED that on this 20th day of May, 1970, before me, the undersigned a Notary Public in and for the County and State abovesaid, came M. J. Edwards, President and A. K. Wilson, Secretary of CRESTVIEW COUNTRY CLUB, personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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

Ivan P. Salyer
Notary Public

IVAN P. SALYER

My Commission Expires:

Sept 3, 70

STATE OF KANSAS


SS:

SEDGWICK COUNTY

BE IT REMEMBERED that on this 20th day of May, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came James Haugen, President and Warren Tomlinson, Secretary of CRESTVIEW DEVELOPMENT CORPORATION, personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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

My Commission Expires:
22 February 1972



V. Jean Feil
Notary Public

V. JEAN FEIL

AGREEMENT RELATIVE TO DRAINAGE
IN SECTION 14, TOWNSHIP 27 SOUTH, RANGE 2 EAST
SEDGWICK COUNTY, KANSAS

OK
June

THIS AGREEMENT, Made and entered into this 11 day of _____, 1970, by and between:

CRESTVIEW COUNTRY CLUB,
hereinafter referred to as

"Crestview"

and

CRESTVIEW DEVELOPMENT CORPORATION
hereinafter referred to as

"Development Corporation"

and

MANSIONES DEL SOL, INC., herein-
after referred to as

"Mansiones"

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
8:08
JUN 10 1970
9540
NO. JOHN HALE
REGISTER OF DEEDS
*Paul Gilbert
County*

WHEREAS, Crestview has heretofore entered into real estate contracts of sale with Development Corporation and Mansiones as to certain portions of said land now owned by Crestview, all located in Section 14, Township 27 South, Range 2 East, Sedgwick County, Kansas; and

WHEREAS, Crestview has developed and is operating a country club and golf course; and

WHEREAS, the lands being sold under said contracts of sale are being planned by the purchasers thereof for development of residential and/or commercial activities; and

WHEREAS, a plan of an overall system of drainage for said area will be designed by engineers employed by said parties; and

WHEREAS, it is the desire of all of said parties that the purchasers of said land and their subsequent assignees shall have the continued right to direct or discharge drainage on the club's property in accordance with said drainage plan; and

6-10
Mc. Roger

WHEREAS, the said purchasers are in the process of preparing and filing plats of their properties and will in the future file additional plats covering certain portions of the purchased property and also a Planned Unit Development will be filed in the future wherein all of said parties have agreed to cooperate and join in the filing and completion of said plan; and

WHEREAS, one of the requirements in connection with the approval of said plats by the governing bodies is that the drainage of the properties so being sold and acquired by Development Corporation and Mansiones shall have the right to continue to direct or discharge the drainage on the club's property in accordance with said plan.

NOW THEREFORE, it is agreed by and between the said parties as follows:

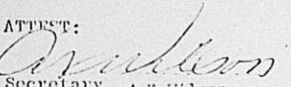
Said Development Corporation and Mansiones shall have the right to continue to direct and/or discharge drainage on the club's property in accordance with the overall drainage plan; and said Crestview does hereby agree that no alterations or construction will be made on the club's property which would destroy or impede the overall drainage system within said section.

It is further agreed that the overall drainage plan may be changed at subsequent dates but only by agreement of all of the parties to this agreement and their successors and assigns.

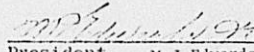
THIS CONTRACT entered into the date first above written and shall be binding upon the successors and assigns of each of the parties hereto.

CRESTVIEW COUNTRY CLUB

ATTEST:


Secretary A K Wilson

By


President M J Edwards, Jr.





Warren E. Tomlinson
Warren E. Tomlinson

CRESTVIEW DEVELOPMENT CORPORATION

By *James J. Haugen*
President James J. Haugen

MANSIONES DEL SOL, INC.

By *Frank M. Kessler*
President Frank M. Kessler



H. Marvin Bastian
Secretary H. Marvin Bastian

STATE OF KANSAS
SEDGWICK COUNTY SS:

BE IT REMEMBERED that on this 4th day of June, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came M. J. Edwards, President, and A. K. Wilson, Secretary, of CRESTVIEW COUNTRY CLUB, personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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

Kay Davis
Notary Public Kay Davis



Commission Expires: June 1972

STATE OF KANSAS
SEDGWICK COUNTY SS:

BE IT REMEMBERED that on this 5th day of June, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came James Haugen, President, and Warren Tomlinson, Secretary, of CRESTVIEW DEVELOPMENT CORPORATION, personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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

V. Jean Feil
Notary Public V. Jean Feil



Commission Expires: June 1972

STATE OF KANSAS

SS:
SEDGWICK COUNTY

BE IT REMEMBERED that on this 5th day of June, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Frank M. Kessler, President and H. Marvin Bastian, Secretary, of MANSIONES DEL SOL, INC., personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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

Ila M. Wright
Notary Public Ila M. Wright

My Commission Expires:



MISC BOOK 000 PAGE 441

AGREEMENT RELATIVE TO DRAINAGE
IN SECTION 14, TOWNSHIP 27 SOUTH, RANGE 2 EAST
SEDGWICK COUNTY, KANSAS

THIS AGREEMENT, Made and entered into this 18th day
of May, 1970, by and between:

CRESTVIEW COUNTRY CLUB,
hereinafter referred to as

"Crestview"

CRESTVIEW DEVELOPMENT CORPORATION
hereinafter referred to as

"Development Corporation"

MANSIONES DEL SOL, INC., hereinafter
referred to as

"Mansiones"

WHEREAS, Crestview has heretofore entered into real estate
contracts of sale with Development Corporation and Mansiones as to
certain portions of said land now owned by Crestview, all located in
Section 14, Township 27 South, Range 2 East, Sedgwick County, Kansas;
and

WHEREAS, Crestview has developed and is operating a country
club and golf course; and

WHEREAS, the lands being sold under said contracts of sale
are being planned by the purchasers thereof for development of
residential and/or commercial activities; and

WHEREAS, an overall system of drainage for said area ~~has been~~
designed by engineers employed by said parties; and

WHEREAS, it is the desire of all of said parties that the
purchasers of said land and their subsequent assignees shall have
the continued right to direct or discharge drainage on the club's
property in accordance with said drainage plan; and

*this needs
amending or notes
favor of*

will be

WHEREAS, the said purchasers are in the process of preparing and filing plats of their properties and will in the future file additional plats covering certain portions of the purchased property and also a Planned Unit Development will be filed in the future wherein all of said parties have agreed to cooperate and join in the filing and completion of said plan; and

WHEREAS, one of the requirements in connection with the approval of said plat^s by the governing bodies is that the drainage of the properties so being sold and acquired by Development Corporation and Mansiones shall have the right to continue to direct or discharge the drainage on the club's property in accordance with said plan.

NOW THEREFORE, it is agreed by and between the said parties as follows:

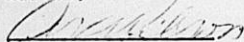
Said Development Corporation and Mansiones shall have the right to continue to direct and/or discharge drainage on the club's property in accordance with the overall drainage plan; and said Crestview does hereby agree that no alterations or construction will be made on the club's property which would destroy or impede the overall drainage system within said section.

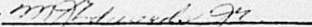
It is further agreed that the overall drainage plan which has heretofore been submitted to all of said parties may be changed at subsequent dates but only by agreement of all of the parties to this agreement and their successors and assigns.

THIS CONTRACT entered into the date first above written and shall be binding upon the successors and assigns of each of the parties hereto.

CRESTVIEW COUNTRY CLUB

ATTEST:


Secretary

By 
President



CRESTVIEW DEVELOPMENT CORPORATION

By James J. Haugen
President

ATTEST:
Warren Tomlinson
Secretary

ATTEST:
Warren Tomlinson
Secretary

MANSIONES DEL SOL, INC.

By [Signature]
President

STATE OF KANSAS
SS:
SEDGWICK COUNTY

BE IT REMEMBERED that on this 20th day of May, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came M. J. Edwards, President and A. K. Wilson, Secretary of CRESTVIEW COUNTRY CLUB, personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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

[Signature]
Notary Public
IVAN P. SALVOR

My Commission Expires:
Sept. 3, 1970

STATE OF KANSAS
SS:
SEDGWICK COUNTY

BE IT REMEMBERED that on this 20th day of May, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came James Haugen, President and Warren Tomlinson, Secretary of CRESTVIEW DEVELOPMENT CORPORATION, personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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

[Signature]
Notary Public
V. JEAN FEIL

My Commission Expires:
July 1, 1972

STATE OF KANSAS
SS:
SEDGWICK COUNTY

BE IT REMEMBERED that on this 18 day of May, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Frank H. Kasper, President and H. Martin Burtin, Secretary of MANSIONES DEL SOL, INC., personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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

Ivan P. Salyer
Notary Public
IVAN P. SALYER

My Commission Expires:
1/2/70

RESTRICTS - TITLE INSURANCE - ESCROW CROSSINGS



ALBERT J. DONOVAN
V.P. & S.W.
ROBERT H. NELSON
V.P. & S.W.
MICHAEL J. HARRIS
V.P. & S.W.
DORRILL W. HARRIS
V.P. & S.W.
ROBERT H. NELSON
V.P. & S.W.
THOMAS L. HARRIS
V.P. & S.W.
LARRY W. HARRIS
V.P. & S.W.

WICHITA, KANSAS 67202
EST. 1870

WICHITA, KANSAS 67202
WICHITA, KANSAS 67202
WICHITA, KANSAS 67202
WICHITA, KANSAS 67202

June 2, 1970

*put in
North Point*

Metropolitan Area Planning Commission
City Building Annex
Wichita, Kansas
City Building Annex
Annex John Gist 202

Re: REX-0240

Dear Mr. Gist:

In answer to a request by Robert Nelson, we wish to inform you that the Declaration of Restrictions executed by Crestview County Club Association which covering the tracts of land sold to Crestview Development Corporation and Mansiones del Sol, Inc., were filed for record May 19, 1970. See Bell Ref. Inc., and the other restrictions executed by Crestview Development Corporation. The Mansiones restrictions were recorded in Book Misc. 667, Page 311, and the development corporations restrictions in Book Misc. 667, Page 307.

Yours very truly,

Robert E. Nelson
of NELSON, NELSON, FARMING, HITE & KELLOGG

Roger N. Bell

RNB/ia

cc: Gerald A. Jones
6629 E. Douglas, Wichita, Ks

cc: Crestview County Club
W. J. Edwards, Esq.
1000 N. 127th St. East, Wichita, Ks

RELL

F. E. MEWEN
Vice President

JOHN W. REY
Vice President

ROGER N. BELL
Vice President

KENNETH J. BROWN
Vice President

DECLARATION OF RESTRICTIONS

re: North Point

WHEREAS, CRESTVIEW COUNTRY CLUB ASSOCIATION, hereinafter referred to as "Declarant" is the owner of the property as set forth in Exhibit A attached hereto and by reference made a part hereof; and,

WHEREAS, the said Declarant desires to place certain restrictions on the said property set forth in Exhibit A as to the use to which same may be put, all of which restrictions shall be for the use and benefit of Declarant; and,

WHEREAS, there has been heretofore submitted by this Declarant a master plan and requested zoning for the entire Section 14, Township 27, Range 2 East, Sedgwick County, Kansas; and,

WHEREAS, on said master plan certain areas are designated for certain uses; and,

WHEREAS, by virtue of a contract of sale and purchase wherein this Declarant is designated as Seller, subsequent purchasers of property from this Declarant have agreed to be bound by the master plan when same is approved as a planned unit development.

NOW, THEREFORE, in consideration of the premises, for itself and for its successors and assigns and for the subsequent grantees of said property set forth in Exhibit A, the use of said property is hereby restricted as hereinafter set forth.

1. None of the property as set forth in Exhibit A may be improved, used or occupied for other than residential purposes; except those areas designated as light commercial in the planned unit development plan submitted to the Metropolitan Area Planning Commission.

2. No fence or wall shall be erected or placed on any of said property which is adjacent to the property owned by Declarant, unless Declarant shall approve same.

3. All utilities shall be below the surface of the ground.

4. No animals, livestock, or poultry may be kept or maintained upon any of said lots except that dogs or cats may be kept, provided that they are not permitted to be on any lands owned by the Declarant.

5. Duration of Restrictions - The restrictive covenants set out herein shall continue in full force and effect until such time as a planned unit development is filed with the proper official authorities and approved by the proper parties including this Declarant, said planned unit development to be in accordance with K.S.A. 12-725 to 733 inclusive; or in the event a planned unit development is not so filed, then until proper zoning changes are affected and any change in the above restrictions shall be first approved by this Declarant.

6. It shall be incumbent upon the purchaser or purchasers of the lands as set forth in Exhibit A attached hereto that an owners association shall be formed setting forth, amongst others, the manner of use of said property and shall contain a clause to the effect that this Declarant shall approve said rules and regulations and shall be a party thereto with reference to being able to enforce same.

7. The restrictions herein set forth shall run with the land and shall be considered as covenants running with the land and Declarant and its subsequent assignees of any lands as set forth in the master plan as submitted to the Metropolitan Area Planning Commission shall have the right to enforce said covenants either to prohibit violation and to prevent breach thereof and to compel observance thereof.

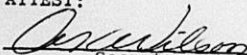
IN WITNESS WHEREOF, CRESTVIEW COUNTRY CLUB ASSOCIATION, by authority of its Board of Directors, has caused this instrument to be executed by its President and Secretary respectively, this ____ day of _____, 1970.

CRESTVIEW COUNTRY CLUB ASSOCIATION

BY


President

ATTEST:


Secretary

STATE OF KANSAS
SS:
SEDGWICK COUNTY

BE IT REMEMBERED, that on this _____ day of _____, 1970, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, President, and _____, Secretary, of CRESTVIEW COUNTRY CLUB ASSOCIATION, personally known to me to be the same persons who executed the within instrument of writing and such persons acknowledged the execution of the same.

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

Notary Public

My commission expires:

A.L.T.A. COMMITMENT

SCHEDULE C

FORM 3222

Number
169716

The land referred to in this Commitment is described as follows:

A tract of land located in Section 14, Township 27 South, Range 2 East, Sedgwick County, Kansas, more particularly described as follows:
Beginning at the Southwest corner of said Section 14, thence North 0°58'09" West along the section line a distance of 930.00 feet; thence North 89°01'51" East a distance of 50.00 feet to a 4" x 4" concrete monument stamped "33B" on the East Right-of-way of a county road; thence North 89°01'51" East a distance of 580.00 feet to monument "33A"; thence S 38°57'05" East a distance of 155.15 feet to monument "33"; thence South 07°38'38" East a distance of 321.36 feet to monument "34"; thence South 82°06'01" East a distance of 455.87 feet to monument "35"; thence North 88°58'20" East a distance of 782.28 feet to monument "36"; thence North 72°11'08" East a distance of 831.68 feet to monument "37"; thence North 02°52'56" East a distance of 98.45 feet to monument "38"; thence North 44°51'11" West a distance of 246.20 feet to monument "39"; thence North 13°11'31" West a distance of 207.52 feet to monument "40"; thence North 58°02'10" West a distance of 236.92 feet to monument "41"; thence North 71°55'43" West a distance of 123.70 feet to monument "42"; thence North 30°50'31" West a distance of 298.41 feet to monument "43"; thence North 28°20'46" East a distance of 499.00 feet to monument "44"; thence South 83°19'54" East a distance of 211.21 feet to monument "45"; thence North 18°54'00" East a distance of 466.16 feet to monument "46AA"; thence North 16°07'48" West a distance of 475.42 feet to monument "46A"; thence North 73°27'20" East a distance of 876.32 feet to monument "46B"; thence North 35°05'13" East a distance of 603.37 feet to monument "46C"; thence North 86°10'20" East a distance of 415.85 feet to monument "60"; thence South 68°46'44" East a distance of 378.33 feet to monument "61"; thence North 49°29'04" East a distance of 519.07 feet to monument "62"; thence North 03°50'08" East a distance of 230.05 feet to monument "63"; thence North 60°05'09" West a distance of 429.69 feet to monument "64"; thence North 09°30'18" West a distance of 553.65 feet to monument "65"; thence North 35°09'50" West a distance of 125.48 feet to monument "66"; thence North 58°33'41" West a distance of 197.61 feet to monument "71"; thence North 53°15'17" West a distance of 210.74 feet to monument "72"; thence North 66°42'17" West a distance of 230.80 feet to monument "74A"; thence South 33°25'35" West a distance of 281.30 feet to monument "75"; thence South 07°38'25" East a distance of 285.97 feet to monument "76"; thence South 20°04'11" West a distance of 375.53 feet to monument "77"; thence South 32°20'08" West a distance of 691.93 feet to monument "78"; thence North 57°50'09" West a distance of 209.67 feet to monument "79"; thence North 15°44'45" West a distance of 552.78 feet to monument "82"; thence North 76°42'23" West a distance of 235.73 feet to monument "83"; thence North 04°51'42" East a distance of 403.18 feet to monument "84"; thence North 24°49'34" West a distance of 120.85 feet to monument "85"; thence North 61°15'11" West a distance of 331.17 feet to monument "86"; thence North 38°49'15" West a distance of 318.00 feet to monument "87A" on the South Right-of-way of a county road; thence North 01°07'52" West a distance of 40.00 feet to the section line; thence North 88°52'08" East along said section line 462.84 feet to the North Quarter corner of said section; thence North 88°36'34" East along the section line a distance of 2649.93 feet to the Northeast corner of said section; thence South 0°58'50" East along the section line a distance of 2663.68 feet to the East Quarter corner of said section; thence South 0°55'54" East along the section line a distance of 2651.34 feet to the Southeast corner of said section; thence South 88°48'47" West along the section line a distance of 5291.65 feet to the Southwest corner of said section and the point of beginning.

EXHIBIT A

Gist

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH
OFFICE OF Environmental Health DATE May 15, 1970

TO John Gist, Planner III, Regulations Division

FROM James F. Aiken, Jr., Environmental Health Director

SUBJECT Sewage System for Crestview
 Country Club Estates
 North Point Addition and The
 Villas at Crestview

Attached is a copy of the letter from Reiss & Goodness Engineers, the consulting engineers who are developing the plans for the sanitary sewage system to serve the indicated subdivisions. The plans and specifications for the sewage system will be reviewed and approved by this department and by the State Health Department.

The subject plats are approved subject to the formation of the Improvement District and the processing of the sanitary sewage system plans through this office and the State Health Department.

James F. Aiken, Jr.
James F. Aiken, Jr.
Environmental Health Director

JFA:pp



REGISTERED PROFESSIONAL ENGINEERS:
CHARLES M. GOODNESS
AL E. REISS

PHONE (316) 264-1391

REISS & GOODNESS ENGINEERS

Consulting Engineers

2160 E. DOUGLAS AVE.
WICHITA, KANSAS 67214

May 9, 1970

Mr. James F. Aiken, Jr., Director
Wichita-Sedgwick County Health Department
1900 E. 9th Street
Wichita, Kansas 67214

Re: Plats of Crestview Country Club
Estates, North Point Addition and
The Villas At Crestview

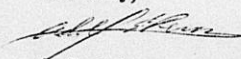
Dear Mr. Aiken:

In the requirements for filing the above plats, staff comments refer to approval by you on the necessary sanitary sewerage facilities. Please note that previous approval of the Sanitary Sewerage Purification Plant plans for Crestview envisioned the stages that we are now progressing into. The entire control of the sewers and treatment plant will be with a Board of Directors of Crestview Improvement District which is now in the process of being formed by Attorney, Mr. Grey Dresie.

Plans are now being developed by my office for the plant expansion that will be necessary. The sewer lines will also continue to follow the original planned patterned development. These plans will also be ready very soon. Both the plant and the lines will be controlled and built by the Crestview Improvement District as approved by the Kansas State Department of Health.

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

Sincerely,


A. E. Reiss, P. E.

AER:h

May 15, 1970

Reiss and Goodness
Engineers
2160 East Douglas
Wichita, Kansas 67214

Re: S/D 69-106 - Final Plat of
CRESTVIEW COUNTRY CLUB ESTATES,
NORTH POINT ADDITION

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on May 14, 1970, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee, subject to conditions number 1 through 13 and 15 through 18 as stated in our letter of May 8, 1970. With regard to condition number 14 of said letter, it was the action of the Commission to recommend to the governing body (Board of Commissioners of the City of Wichita) that the requirement of installing sidewalks be waived.

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:

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
- OK. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. Certification by an attorney that fee title is vested in the platlor.
4. Certification that all taxes due and payable for 1969 and prior years have been paid.

Page 2 - Reiss and Goodness
May 15, 1970

If you have any questions concerning this matter, please call
our office.

Sincerely,

Jack H. Galbraith
Senior Planner

JHG:ber

cc: Crestview Development Corp.
130 North Market
Wichita, Kansas 67202

James F. Haugen
130 North Market
Wichita, Kansas 67202

Jerald R. Jones
6629 East Douglas *Kellogg*
Wichita, Kansas 67207

Robert H. Nelson
Attorney at Law
Suite 630, Olive W. Garvey Building
200 West Douglas
Wichita, Kansas 67202

LAW OFFICES
DRESIE AND JORGENSEN
815 UNION NATIONAL BUILDING
BROADWAY AND DOUGLAS
WICHITA, KANSAS 67202

GREY DRESIE
J. PAUL JORGENSEN (1912-1967)
JAMES F. RICHEY

PHONE AMHERST 7-4231
AREA CODE 316
W. E. WOODARD
ASSOCIATE

30 April 1970

Metropolitan Area Planning Commission
City Building
Wichita, Kansas 67202

Re: Plat of Crestview Country Club
Estates North Point Addition,
Sedgwick County, Kansas.

Gentlemen:

This letter is to inform you that I am in the preliminary process of forming an improvement district to be known as Crestview County Club Improvement District of Sedgwick County, Kansas.

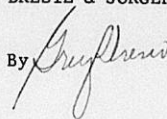
It is the intention of the developers that such improvement district will construct a sanitary sewer system, including laterals and main sewers, and will purchase the existing disposal unit and will in conformity with the requirements of the State Board of Health construct additional sewage disposal facilities. Of course, it is understood that such sewers whether they be laterals, mains or disposal units, will not only meet the requirements of the State Board of Health but will also be submitted to the City Engineer of the City of Wichita for his approval as to meeting City requirements. The above sewer system will be paid for by the issuance of special assessment improvement bonds under the improvement district law and the state bond law.

It is also intended that such improvement district will negotiate and enter into a contract with the Water Department

of the City of Wichita for the construction of necessary
mains and a water distribution system to serve the plat
area. This will also be financed by special assessment
improvement district bonds as in the case of the sewer
improvement.

Very truly yours,

DRESIE & JORGENSEN

By 

GD/ew

LAW OFFICES
DRESIE AND JORGENSEN

815 UNION NATIONAL BUILDING
BROADWAY AND DOUGLAS
WICHITA, KANSAS 67202

GREY DRESIE
J. PAUL JORGENSEN (1912-1987)
JAMES F. RICHEY

PHONE AMHERST 7-4231
AREA CODE 316
W. E. WOODARD
ASSOCIATE

27 April 1970

Wichita Metropolitan Area Planning Department
City Building Annex
104 South Main Street
Wichita, Kansas 67202

Gentlemen:

We represent the Crestview Home Owners Association.

This association is made up of owners of lots in the Crestview Country Club Development and particular reference is had to the proposed Country Club Estates North Point Addition. The Home Owners Association is formed for the purpose, among other things, of maintaining common areas and filling the void for services such as trash and cleanup, and other things between services which can be furnished by the county and the Improvement District of which this ground will be a part.

At this time a complete agreement has not been drawn but I have been authorized to assure the Metropolitan Area Planning Commission that the 15 foot strip between the North Point Drive (the access road along 13th Street) and 13th Street will be landscaped and maintained by the Crestview Home Owners Association at their expense.

Very truly yours,

DRESIE & JORGENSEN

By 

GD/ew

May 8, 1970

Reiss and Goodness
Engineers
2160 East Douglas
Wichita, Kansas 67214

Subject: S/D 69-106 - Final Plat of
CRESTVIEW COUNTRY CLUB ESTATES,
NORTH POINT ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, May 7, 1970, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- OK* The use and purpose of "Reserve A" shall be defined within the plat's text.
- OK* The easement indicated between Lots 1 and 2, Block 3 shall be properly labeled.
- OK* Subject plat lies within the 3-mile ring of the City of Wichita and therefore would be considered by the Board of Commissioners of the City. The appropriate approval and acceptance text for signatures of said Commission shall be added to the final plat.
- OK* The applicant and/or their engineer shall contact Bob Vinson of the Department of Public Works relative to the renaming of the eastern portion of St. Andrews Drive, and the possibility of eliminating the word "north" in the naming of the access road running parallel and south of 13th Street.

*Changed to
"Burning Tree Drive"*

*Made no
change*

- OK* Indicating the extension of the utility easement between Lots 19 and 20, Block 3, across the Floodway to Block 4.
- OK* Indicating side-lot utility easements centered on the common lot lines between Lots 1 and 2, 3 and 4, 5 and 6, Block 1.
- OK* The 20-foot golf course access extending through Block 3 shall also be labeled as a drainage easement.
- OK* The applicant shall furnish adequate assurance, or copies of actual contracts of sale, etc., which include and bind obligations on the part of all present and future owners within the subdivision, to cooperate and join in the filing and completion of a Planned Unit Development (PUD) covering the entire section of land.
- OK* The applicant shall furnish a copy of an agreement between themselves and the Crestview Country Club which assures a continued right to direct or discharge the plat's drainage onto the Club's property. Such agreement should also provide that no alterations, construction, etc. be made on the Club's property which would destroy or impede the over-all drainage system within the section.
10. The applicant shall include within their Homes Association Agreement, a provision which clarifies the purpose, ownership and responsibility for maintenance of the 15-foot strip of land (Reserve A) between 13th Street and North Point Drive, and for that indicated as a 20-foot wide dedicated golf course access. A copy of such agreement shall be furnished to the Planning Department.
- see memo from Jim Aron of Health Dept. dated 5/15/70*
see letter from Jim Aron dated 4/27/70
- OK* A letter giving approval of the applicant's proposed sanitary sewage treatment system shall be obtained from the Wichita-Sedgwick County Health Department, and a copy of said letter shall be submitted to the Planning Department.
12. The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita, the construction plans and profiles for which are to be submitted to the City's Engineering Division of the Department of Public Works.

Page 3 - S/D 69-106
Reiss and Goodness
May 8, 1970

13. The applicant shall install or guarantee the paving of all streets in accordance to urban standards with curb and gutter, and as to specifications established by the County Engineer. The appropriate plans and profiles for the streets and their associated drainage improvements are to be submitted to the County Engineer for approval.
- ✓ 14. The applicant shall install or guarantee the installation of sidewalks adjacent to the south side of North Point Drive and both sides of all other interior streets; the total estimated construction cost to be in the amount of \$25,090.
15. The applicant shall make satisfactory arrangements for the extension of municipal water to serve all lots within the subdivision.
16. It shall be the applicant's responsibility of installing or guaranteeing the installation of the bridges or drainage structures crossing beneath the access road, North Point Drive, at the locations shown on the preliminary plat where the existing water courses cross 13th Street. Plans, specifications and guarantee for such structures shall be performed in a manner satisfactory with the County Engineer.
- ✓ 17. The applicant shall be responsible for providing underground installation of both electric power and telephone service to serve all lots within the subdivision.
- ✓ 18. Recording of the plat within 30 days after approval by the Board of City Commissioners.

The enclosed "marked" copy of the final plat is for your information and files.

This matter will be forwarded to the Planning Commission for its consideration on Thursday, May 14, 1970, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Very truly yours,

John D. Gist
Planner III

JDG:vjp

Page 4 - S/D 69-106
Reiss and Goodness
May 8, 1970

Enclosure

cc: Crestview Development Corp.
130 North Market 67202

James F. Haugen
130 North Market 67202

Jerald R. Jones
6629 East Douglas 67207

Bob Nelson
Attorney at Law
630 Olive W. Garvey Bldg 67202

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 69-106 Name CRESTVIEW COUNTRY CLUB ESTATES, NORTH POINT ADDITION
Date Application Rec'd. 1-28-70 Preliminary Approval 2-19-70
Scheduled S/D Meeting 5-7-70

DESCRIPTION

General Location On the south side of 13th Street, west of 143rd
Street East
Owner Crestview Development Corp.
Surveyor/Engineer Reiss and Goodness
Address 2160 East Douglas Phone 264-1391

1. Gross Acreage of Plat 40.9 7. Lineal Feet of New Streets:
2. Number of Lots: a. 64 R/W 5,350 ft.
Residential 36 b. R/W ft.
Commercial c. R/W ft.
Industrial d. R/W ft.
Other e. R/W ft.
Total Number of Lots 36 TOTAL 5,350 ft.
3. Minimum Lot Frontage 70 ft. 8. Sidewalk adjacent to all
4. Minimum Lot Area 20,250 sq. ft. streets? yes no
5. Existing Zoning R-1
6. Proposed Zoning R-1

9. Public Water Supply Yes (Yes-No), Name Wichita Water Department
10. Public Sanitary Sewers Yes (Yes-No), Name Benefit District
11. Health Department Approval (where applicable) Yes (Yes-No)
12. City of Wichita : Three-Mile Area X

STAFF COMMENTS:

1. The use and purpose of "Reserve A" shall be defined within the plat's text.
2. The easement indicated between Lots 1 and 2 Block 3 shall be properly labeled.
3. Subject plat lies within the 3-mile ring of the City of Wichita and therefore would be considered by the Board of Commissioners of the City. The appropriate approval and acceptance text for signatures of said Commission shall be added to the final plat.
4. The applicant and/or their engineer shall contact Bob Vinson of the Department of Public Works relative to the naming of streets within the subdivision.
5. The applicant shall furnish adequate assurance, or copies of actual contracts of sale, etc., which include and bind obligations on the part of all present and future owners within the subdivision, to cooperate and join in the filing and completion of a Planned Unit Development (PUD) covering the entire section of land.
6. The applicant shall furnish a copy of an agreement between themselves and the Crestview Country Club which assures a continued right to direct or discharge the plats drainage onto the Club's property. Such agreement should also provide that no alterations, construction, etc. be made on the Club's property which would destroy or impede the over-all drainage system within the section.

(over)

7/5 1970

1/75 VERSION 001 TRAVERSE ANALYSIS OUTPUT

BOUNDARY SURVEY NORTH POINT ADDITION

UNADJUSTED TRAVERSE
PROBLEM ID NO. PT.

STATION	DISTANCE	BEARING	COORDINATES	
			NORTH	EAST
BEGINNING	AZIMUTH	S 1 7 51.96 E	26000.000	26000.000 (Assumed)
39.997	39.997	S 1 7 51.96 E	25960.003	26000.790
351.140	318.140	S 37 49 31.81 E	25701.715	26195.892
689.700	331.260	S 61 14 51.92 E	25549.471	26410.310
110.330	120.930	S 24 48 47.99 E	25439.205	26537.060
1213.690	403.360	S 4 51 1.13 E	25037.211	26592.441
1449.510	235.840	S 76 42 51.85 E	24983.452	26732.450
2002.280	552.720	S 15 45 26.73 E	24451.652	26882.497
2211.481	205.370	S 57 49 46.71 E	24340.171	27059.729
2903.468	691.967	N 32 20 14.20 E	24924.641	27429.875
3271.998	375.529	N 20 4 34.92 E	25277.552	27558.782
3562.987	285.990	N 7 38 5.76 E	25561.806	27520.785
3846.216	341.231	N 33 25 57.26 E	25755.708	27475.720
4077.930	230.750	S 66 41 57.70 E	25704.436	27667.667
4277.850	810.420	S 53 14 57.68 E	25578.303	28056.555
4417.850	130.000	S 58 33 21.65 E	25510.450	28167.452
4664.560	446.710	N 30 7 14.35 E	25896.498	28391.637
5023.560	159.000	N 1 23 25.63 E	26055.861	28387.778
6949.990	1925.550	S 68 36 34.35 E	26000.015	26462.763
7411.930	462.840	S 88 52 1.40 E	25999.760	26000.123

AMOUNT OF CLOSURE LENGTH BEARING LINEAR PRECISION
 0.252 N 29 6 31.79 E 0.000

1/75 VERSION 001 TRAVERSE ANALYSIS OUTPUT

LEAST SQUARES ADJUSTED TRAVERSE
PROBLEM ID NO. PT.

STATION	DISTANCE	BEARING	COORDINATES	
			NORTH	EAST
BEGINNING	AZIMUTH	S 1 7 51.96 E	26000.000	26000.000
39.997	39.997	S 1 7 51.96 E	25960.010	26000.790
351.115	318.118	S 37 49 31.84 E	25701.735	26195.878
689.356	331.241	S 61 14 51.92 E	25549.400	26410.290
610.278	120.921	S 24 48 47.99 E	25439.672	26537.026
1213.613	403.335	S 4 51 1.13 E	25037.753	26592.909
1449.422	235.810	S 76 42 51.85 E	24983.563	26732.408
2002.103	552.641	S 15 45 26.73 E	24451.652	26882.497
2211.481	205.376	S 57 49 46.71 E	24340.171	27059.729
2903.468	691.967	N 32 20 14.20 E	24924.641	27429.875
3271.998	375.529	N 20 4 34.92 E	25277.552	27558.782
3562.987	285.990	N 7 38 5.76 E	25561.806	27520.785
3846.216	341.231	N 33 25 57.26 E	25755.708	27475.720
4077.956	230.738	S 66 41 57.70 E	25704.436	27667.667
4277.763	810.407	S 53 14 57.68 E	25578.303	28056.555
4417.755	129.999	S 58 33 21.65 E	25510.450	28167.452
4664.454	446.725	N 30 7 14.35 E	25896.498	28391.637
5023.454	159.010	N 1 23 25.63 E	26055.861	28387.778
6949.077	1925.553	S 68 36 34.35 E	26000.016	26462.763
7411.930	462.853	S 88 52 1.40 E	26000.000	26000.000

AREA OF TRAVERSE REQUESTED SQUARE FEET
 AREA 1731421.660 SQUARE FEET
 71.057 ACRES

INITIAL DATA
IS

DATE TIME: 07.00 AM 1/20 TIME: 10.00 AM

Charles M. Goodness 4/27/70



February 20, 1970

Reiss and Goodness
Engineers
2160 East Douglas
Wichita, Kansas 67214

Subject: S/D 69-106 - Preliminary Plat of
CRESTVIEW COUNTRY CLUB ESTATES,
NORTH POINT ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, February 19, 1970, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

1. The applicant shall furnish adequate assurances, or copies of actual contracts of sale, etc., which include and bind obligations on the part of all present and future owners within the subdivision, to cooperate and join in the filing and completion of a Planned Unit Development (PUD) covering the entire section of land.
2. A letter giving approval of the applicant's proposed sanitary sewage treatment system shall be obtained from the Wichita-Sedgwick County Health Department, and a copy of said letter shall be submitted to the Planning Department.
3. The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita, the construction plans and profiles for which are to be submitted to the City's Engineering Division of the Department of Public Works.

4. The applicant shall install or guarantee the paving of all streets in accordance to urban standards with curb and gutter, and as to specifications established by the County Engineer. The appropriate plans and profiles for the streets and their associated drainage improvements are to be submitted to the County Engineer for approval.
5. The applicant shall install or guarantee the installation of sidewalks adjacent to the south side of North Point Drive and both sides of all other interior streets; the total estimated construction cost to be in the amount of \$25,090.
6. The applicant shall make satisfactory arrangements for the extension of municipal water to serve all lots within the subdivision.
7. The applicant shall be responsible for providing underground installation of both electric power and telephone service to serve all lots within the subdivision.
8. Prior to the preparation of the final plat, the applicant shall contact the Southwestern Bell Telephone Company relative to indicating a connecting utility easement between Blocks 3 and 4.
9. The applicant and/or their engineer shall contact Bob Vinson of the Department of Public Works relative to the naming of streets within the subdivision.
10. The applicant shall include within their Homes Association Agreement, a provision which clarifies the purpose, ownership and responsibility for maintenance of the 15-foot strip of land between 13th Street and North Point Drive. A copy of such agreement shall be furnished to the Planning Department.

*Call it to Nicholas of
S&B on 4-29-70
Nicholas says they
will need this
assuring*

11. Prior to the preparation of the final plat, the applicant's engineer shall furnish to M. S. Mitchell of the Maintenance-Flood Control office of the Department of Public Works, a revised flood plain drainage plan at a 50 year frequency covering the entire section of land. Said revised plan can then be compared to the preliminary plat and its direct relationship to the drainageways and easements indicated thereon.
- That area shown between Blocks 3 and 4 and labeled as a dedicated drainageway, shall be defined as a "Floodway" and the adopted accompanying language needs to be included within the plat's text of the final plat. The exact wording for said text may be obtained from the above-mentioned Flood Control office.
13. It shall be the applicant's responsibility of installing or guaranteeing the installation of the bridges or drainage structures crossing beneath the access road, North Point Drive, at the locations shown on the preliminary plat where the existing water courses cross 13th Street. Plans, specifications and guarantee for such structures shall be performed in a manner satisfactory with the County Engineer.
14. The applicant shall furnish a copy of an agreement between themselves and the Crestview Country Club which assures a continued right to direct or discharge the plat's drainage onto the Club's property. Such agreement should also provide that no alterations, construction, etc. be made on the Club's property which would destroy or impede the overall drainage system within the section.
15. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
16. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Page 4 - S/D 69-106
Reiss and Goodness
February 20, 1970

Enclosed herewith is the "marked" copy of the preliminary plat
for your information and files.

If you should have any questions concerning this matter, please
call.

Very truly yours,

John D. Gist
Planner III

JDG:vjp

Enclosure

cc: Crestview Development Corp.
130 North Market 67202

James F. Haugen
130 North Market 67202

Jerald R. Jones
6629 East Douglas 67207

Bob Nelson
Attorney at Law
816 Union Center Building 67202

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 69-106 Name CRESTVIEW COUNTRY CLUB ESTATES, NORTH POINT ADDITION
Date Application Rec'd. 1-28-70 Preliminary Approval _____
Scheduled S/D Meeting 2-19-70

DESCRIPTION

General Location On the south side of 13th Street, west of 143rd
Street East.
Owner Crestview Development Corp.
Surveyor/Engineer Reiss and Goodness
Address 2160 East Douglas Phone 264-1391

- | | |
|--|-----------------------------------|
| 1. Gross Acreage of Plat <u>40.9</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>64</u> R/W <u>5,350</u> ft. |
| Residential <u>36</u> | b. _____ R/W _____ ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>36</u> | TOTAL <u>5,350</u> ft. |
| 3. Minimum Lot Frontage <u>70</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>20,250</u> sq. ft. | streets? <u>yes</u> <u>no</u> |
| 5. Existing Zoning <u>R-1</u> | |
| 6. Proposed Zoning <u>R-1</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>Wichita Water Department</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>Benefit District</u> | |
| 11. Health Department Approval (where applicable) <u>Yes</u> (Yes-No) | |
| 12. City of Wichita _____: Three-Mile Area <u>X</u> | |

STAFF COMMENTS:

1. It should be noted that the applicant in platting subject property as an urban subdivision as defined in Article 8-801 of the MAPC Subdivision regulations, therefore the street rights-of-way and other required improvements will need to be to urban standards.
2. It is intended that the Country Club will eventually complete the original planned unit development (PUD) on the entire section with cooperation of all the ultimate landowners within the section. The applicant shall furnish adequate assurances, or copies of actual contracts of sale, etc., which include obligations on the part of the purchasers to cooperate and join with the Country Club in the filing and completion of a PUD.
3. The applicant intends to install a sanitary sewage treatment system to serve subject property. A letter giving approval of the proposed system shall be obtained from the Wichita-Sedgwick County Health Department and a copy of said letter shall be submitted to the Planning Department.
4. The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita.
5. The applicant shall install or guarantee the paving of all streets in accordance to urban standards and specifications established by the County Engineer.

(over)

Map No.: _____
Section No.: _____
Twp. No.: _____
Range: _____

S/D No. _____

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Crestview Country Club Estates, North Point Addition

General Location: 13th Street and East 143rd Street

Name of Property Owner: Crestview Development Corp.
Address: 130 N. Market St. Phone: FO 3-3833

Name of Subdivider: James F. Haugen
Address: 130 N. Market St. Phone: FO 3-3833

Name of Agent/Surveyor: Reiss & Goodness Engineers
Address: 2160 E. Douglas Ave., Wichita, Kansas Phone: AM 4-1391

Date of Application: January 27, 1970

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 40.9
2. Number of Lots:
 - Residential 36
 - Commercial _____
 - Industrial _____
 - Other _____
3. Minimum Lot Frontage 70 ft.
4. Minimum Lot Area 20,250 ft.
5. Existing Zoning R-1
6. Proposed Zoning R-1
7. Lineal Feet of New Streets:
 - a. 64 R/W 5,350 ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 5,350 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply Yes (Yes-No), Name Wichita Water Department
10. Public Sanitary Sewers Yes (Yes-No), Name Benefit District
11. Health Department Approval (where applicable) Yes (Yes-No)
12. City of Wichita Three-Mile Area x

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 including petitions for improvements such as streets, sewer, sidewalks, etc. with the register of deeds as well as all costs of publication of initiating resolutions approving any petition for improvements 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.

CRESTVIEW DEVELOPMENT CORP.

Owner's Signature: James F. Haugen
PRESIDENT

Wichita-Sedgwick County Metropolitan Area
Planning Commission, Room 402, City Building
Annex, 104 South Main Street, Wichita, Kansas

Received by Quentin A. Mackay
Date 1-28-70
Fee Submitted \$150

T9-301B (10-68)



Form 223-021

PAYMENT NOTICE

City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

Bldg & Elev.	Elec.	Elev. Insp.	Exam. Fees
Hse. Mvr.	Hse. Moving	Licse.	Mech.
Oil Well	Pav. Cuts	<u>Plan.</u>	Plbg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer		

DESCRIPTION	AMOUNT
Plan + Permits - City	150 ⁰⁰

Name Wicks & Associates

Address 2140 E Douglas

Type R-71-C Due Date

Comments: Check from Jim Haugen
Southern Kansas Inc

Date 1-28-70 By CCN


June 19, 1969

Mr. James F. Haugen
Planning Chairman
Crestview Country Club
4201 East 21st Street
Wichita, Kansas 67208

RE: Sewage Treatment Facilities for the Crestview
Country Club located in Section 14-T27S, R2E,
Sedgwick County, Kansas

Attached is this department's discharge Permit No. 165 for a waste
stabilization pond sewage treatment facility to serve the Crestview Country
Club located in Section 14, T27S, R2E, Sedgwick County, Kansas with
a discharge to Four Mile Creek.

This permit is issued on the condition that the sewer system and waste
stabilization pond be constructed in accordance with the plans approved
by the State Health Department and by this department.


James F. Aiken, Jr.
Environmental Health Director

JFA:pp

cc Reiss & Goodness Engineers
Richard T. Page
Bob Lakin ✓



FROM RAZ

ROUTE ALL STAFF

<input type="checkbox"/> ADMINISTRATION	<input type="checkbox"/> REGULATIONS	<input type="checkbox"/> LONG RANGE PLANS	<input type="checkbox"/> CURRENT PLANS
___ Lakin	___ Shirley	___ Looney	___ Young
___ Lyle	___ Shirkey	___ Mock	___ Smith
___ Veon	___ Hewby	___ Kallenbach	___ Mannan

<input type="checkbox"/> RESEARCH	<input type="checkbox"/> SECRETARIAL	<input type="checkbox"/> GRAPHICS
___ Myers	___ Rathke	___ Pierce
___ Mitchell	___ Roenig	___ Garland
___	___ Penney	___ Crook
___	___ Scott	___ King
___	___ Subanks	___ Haines
		___ Livesey

HANDLE _____ COMMENT _____ NOTE, INITIAL AND RETURN
 FOR YOUR: INFORMATION _____ FILES _____ SIGNATURE _____ LIBRARY _____

REMARKS: Jason J. Jones
Please fwd. to Nelson on it +
he's going to read it. I think
we need him.

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 1969, by and between CRESTVIEW COUNTRY CLUB, a Kansas Corporation, hereinafter referred to as "Seller", and THE FIDELITY INVESTMENT COMPANY, a Kansas corporation, hereinafter referred to as "Purchaser".

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations and the covenants hereinafter contained to be kept and performed by each of the parties hereto, the parties do hereby covenant and agree by and with each other as follows:

1. Sale. The Seller does hereby agree to sell to the Purchaser and the Purchaser does hereby agree to purchase from the Seller all those certain parcels of land situated in the County of Sedgwick, State of Kansas, and generally described as follows:

All that portion of Section 14, Township 27 South, Range 2 East of the 6th Principal Meridian, as shown on the Master Plan and submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission for zoning under the Planned Unit Development by Oblinger & Smith, land-planners of Wichita, Kansas, except for that portion of said Section allocated to the present 27-hole golf course and clubhouse site consisting of 284 acres, more or less, and except for 309 acres, more or less, as shown on the Master Plan as being allocated to duplex, single family dwelling and commercial sites, the parcels covered by this contract to contain 52 acres, more or less, and to be legally described by survey prepared by Wilson & Company, Engineers of Salina, Kansas. All of the acreage figures include roads around the perimeter of the Section.

2. Purchase Price. The purchase price which the purchaser agrees to pay to the Seller and which the Seller agrees to accept for the property covered by this contract is the sum of Two Hundred Thousand Dollars (\$200,000.00), payable in the following manner:

- (a) The sum of \$35,200.00 in cash on October 10, 1969, as earnest money;
- (b) The sum of \$50,134.00 on closing January 10, 1970;
- (c) The balance of the purchase price in the amount of \$114,666.00 shall be evidenced by a purchase money mortgage and note in customary form, which shall also provide for a thirty-day grace period, notice of payments due, and release provisions as hereinafter set forth. Such note shall be payable in installments as follows:

April 10, 1970	\$26,666.00
July 10, 1970	26,667.00
October 10, 1970	26,667.00
January 10, 1971	26,666.00
April 10, 1971	8,000.00

Each of the notes shall bear interest at the rate of 1/2% over prime and interest shall commence on January 10, 1970, on the unpaid balance due in the event the Planned Unit Development as previously submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission has been approved prior to that date. In the event approval of such Planned Unit Development has not been obtained prior to January 10, 1970, then said notes shall bear interest commencing with the date on which Wichita-Sedgwick County Metropolitan Area Planning Commission's approval is obtained. In the event such approval has not been obtained prior to January 10, 1970, then and in that event the due date of each of such promissory notes shall be extended by the same amount of time which expires between January 10, 1970, and the date on which such approval is obtained, to the end that the promissory notes shall become due every three months, the first to be due three months subsequent to the approval of said Planned Unit Development. The Purchaser shall have the absolute right at any time to prepay all or any part of such mortgage and notes without penalty. In the event of a default of such mortgage and notes, the Seller will look for recovery only to the property and no deficiency judgment will be taken against the Purchaser.

3. Title Evidence. The Seller is to furnish to the Purchaser an abstract of title or title insurance on January 1, 1970, showing title to be good and marketable or insurable without exceptions. Purchaser shall have five days after delivery of such abstract of title or insurance commitment within which to notify the Seller of any defects in the title. In the event the Seller is unable to furnish such evidence of good and marketable or insurable title, the Purchaser may at its option elect to have the earnest money repaid to it or may take such other action as may be available to it in accordance with law. This transaction shall close and the Purchaser shall pay the \$50,134.00 payment and execute all papers required to be executed for the completion of this purchase on January 10, 1970, and the Seller shall deliver a good and sufficient Warranty Deed to Purchaser on that date. The transaction shall be closed at the offices of Seller. If for any reason other than failure of title the Purchaser does not close this transaction as herein provided the deposit made by the Purchaser shall be retained by the Seller as liquidated damages.

4. Purchase Money Mortgage. In addition to the usual and customary covenants to be contained in the purchase money mortgage to be given to Seller by Purchaser, it shall also provide that the Seller will release property from the terms and conditions of such mortgage and notes upon the following conditions:

- (a) Property or parcels selected by the Purchaser shall be released at the rate of \$4,000.00 per acre.
- (b) In the event the Purchaser causes a plat to be recorded in the office of the Register of Deeds of Sedgwick County, Kansas, subdividing the property or any portion thereof into lots, the Seller shall release any such lot upon the payment of \$500.00 for each lot so released.
- (c) For each principal payment made under such mortgage and notes, the Purchaser shall be entitled to a pro-rata release of either acreage or homesite on the basis hereinabove set forth.
- (d) In view of the fact that the Purchaser contemplates subdividing the property, the parties recognize that the release clause as to lots and homesites must conform with any requirement of the Wichita-Sedgwick County Metropolitan Area Planning Commission, and the Seller does hereby agree that the mortgage shall contain such provisions as may be required now or during the term of the mortgage to conform with any such requirement.
- (e) In the event the property or any portion thereof is platted, the Seller shall, if necessary, join in such platting for the purpose of dedicating any streets, easements, canal, or other public uses or ways on such plat.
- (f) All payments made for releases are to be applied toward the next principal payment due under such mortgage and notes and interest shall be paid only on the unpaid balance due after taking into consideration any such payments.
- (g) All releases are to be prepared and recorded at the expense of the Purchaser.

5. Easements. The Master Plan as submitted to the Wichita Sedgwick County Metropolitan Area Planning Commission by Oblinger & Smith of Wichita, Kansas, generally divides Section 14-27S-2E into golf course and clubhouse and clubhouse facility areas, townhouse and apartment sites, commercial areas, and duplex and single family dwelling sites, and it is recognized by both Seller and Purchaser that the owners of various portions of Section 14 must necessarily own their properties subject to easements in favor of the owners of other parcels in said Section and that also they must be provided easements which affect properties owned by others. Without limiting the scope of the easements which may be necessary to be given in connection with the entire development of Section 14, it is agreed that the property to be conveyed to Purchaser hereunder will be subject to the following easements:

- X
- X
- (a) Easement in favor of Seller for public and private utilities and drainage easements where necessary to adequately serve the improvements which are now or may hereafter be constructed upon the portion of the Section to be retained by Seller or on the portion of the Section consisting of approximately 309 acres being sold contemporaneously herewith in the duplex and single family dwelling areas, and to drain surface waters from said areas into the natural drainage through the Section. All electric and telephone utilities constructed on the Section at any place shall be underground facilities.
- X
- (b) Easement in favor of Purchaser over and across land to be retained by Seller and land to be sold by Seller to third parties covering the duplex and single family dwelling sites for public and private utilities and drainage easements where necessary to adequately serve the improvements which are now or may hereafter be constructed upon the portion of the Section which is being sold to Purchaser, and to drain surface waters from said areas into the natural drainage through the Section.
- (c) In connection with the operation of the golf course facilities which are now constructed on the property to be retained by the Seller it is contemplated that persons, including, but not limited to participants and spectators, using such facilities may from time to time require a small amount of additional land adjacent to such facilities in order to fully enjoy the golf course facilities. The Purchaser does hereby agree by and with Seller that Seller shall have a non-exclusive temporary easements over and across that portion of the land to be conveyed by Seller to Purchaser hereunder which lies within fifty feet of the perimeter of the present golf course facility on the land which is being retained by Seller. Said temporary non-exclusive easement shall run in favor of the Seller and persons who may with the approval of the Seller use the present golf course facility. This temporary easement shall remain in effect only until such time as Purchaser plats any such area, and shall expire upon platting. At the time of platting the Purchaser agrees to consult with Seller and in the event Seller and Purchaser are of the opinion that the enjoyment of the golf course facilities by participants and/or spectators will require a permanent easement over and across any portion of the land in any such plan which is adjacent to the golf course facility then and in that event Purchaser will execute an easement in favor of Seller covering such easement up to but not exceeding fifty feet over and across the affected portion of such plat adjoining such golf

50' wide, adj. to
golf courses?

course facility and in selling any such portion of the platted property, Purchaser hereunder will convey the same subject to such easement. Any such permanent easement will be non-exclusive but will run generally in favor of the Seller and any person, either participant or spectator, who may wish to use the same from time to time in connection with their use of the golf course facility. Seller agrees to maintain temporary and permanent easement areas at its sole cost and expense.

- (d) Easement in favor of Purchaser over and across land to be retained by Seller and subject to any assignments made thereafter for the use of the existing sewer system or any subsequent sewer system constructed thereafter, all tie-ins to said system shall be at the sole cost of the Purchaser.

In connection with the easements referred to in (a) and (b) above, the location and the extent of any such easements shall be agreed upon at the time of platting of any portion of land to be conveyed to Purchaser hereunder or of any land in the duplex or single family dwelling portion upon platting of any portion thereof and appropriate instruments granting such easements shall be prepared, executed and, if necessary, filed of record, in order to assure the availability of utilities to adequately serve any improvements to be constructed on any portion of Section 14 and to provide for the proper drainage of this Section. It is understood that any such easements will be located in keeping with good development practices and to minimize the damage done to any portion of the Section.

6. Planned Unit Development. The Seller has heretofore through Oblinger & Smith of Wichita, Kansas, filed a Master Plan and requested zoning of the entire Section 14 under Planned Unit Development and Seller agrees that it will at its sole cost and expense proceed with the application for approval of this Master Plan and attempt to obtain this approval at the earliest possible time. It is agreed by and between the parties hereto that in the event the Master Plan for Planned Unit Development has not been approved by the necessary governmental bodies on or before December 31, 1970, so as to enable Purchaser to proceed at its sole cost and expense to plat all or a portion of the land which is being conveyed to it hereunder, or in the event that zoning suitable for multiple family construction is not allowed and if allowed in the event that the portion designated for townhouse sites does not contain permission for a density of at least eight units per acre or the portion designated as garden apartments does not contain a density allowance of fifteen units per acre, then and in that event Purchaser will reconvey to Seller all of the real estate previously conveyed by Seller to Purchaser hereunder by Warranty Deed as hereinabove provided and contemporaneously therewith Seller will repay to Purchaser all monies theretofore paid by Purchaser to Seller under the terms of this agreement and in addition will pay to Purchaser a sum equal to interest figures at the prime rate on all advanced principal and computed from January 10, 1970 to December 31, 1970. This procedure being at the option of the Purchaser and said option must be exercised in writing prior to March 1, 1971.

Seller hereby consents, on its behalf and on behalf of its assigns, that Purchaser may at its option replat the garden apartment portion and the townhouse portions as single family or duplex lots.

7. Restrictive covenants. The Purchaser agrees that it will prior to filing a plat for any portion of the land to be conveyed to it hereunder prepare and furnish to Seller a set of proposed restrictive covenants which will govern the development and use of all of such land. The Seller shall have the right to make any reasonable amendments or changes in such proposed covenants and to furnish purchaser a copy of its proposed amendments and modifications. The final restrictive covenants shall be approved in writing by both Purchaser and Seller and filed of record in the Office of the Register of Deeds of Sedgwick County, Kansas.

8. Club Improvements. Inconnection with the construction of additional improvements by Seller on land which is to be retained by it, Seller agrees to consult with Purchaser concerning the location of any such new structures or improvements. In the event any such proposed structures or improvements are to be located within 100 yards of the land to be conveyed hereunder Purchaser must approve in writing the location of any such improvements or structures.

9. Resale. Purchaser agrees that it will not sell to any one person, firm, or corporation, in excess of 25 acres out of the land which is being purchased hereunder without first securing the written approval of Seller.

10. Maintenance of Retained Land. Seller agrees that as to the land which it will retain for its golf course and clubhouse facility that it will continue to occupy said land and continuously operate the golf course facility for a period of twenty-five years from January 1, 1970.

11. Default by Purchaser. In the event Purchaser defaults on any of the terms and provisions of this contract which are to be kept and performed by it Seller agrees to give written notice of any such default to Purchaser and Purchaser shall have a period of thirty (30) days from and after receipt of such written notice outlining the specified default within which to correct the same. In the event such default continues at the end of such thirty-day period, then and in that event Seller may at its option declare this agreement null and void and retain any monies theretofore paid to it not as a penalty but as liquidated damages, and demand and obtain a reconveyance to it of any portion of the land conveyed hereunder to Purchaser which may be at such time owned by Purchaser.

12. Possession. Purchaser shall have the right to assume possession of the land to be conveyed to it under this contract on the signing of this instrument and the payment of the sum due on October 10, 1969.

13. Binding Effect. This agreement shall be binding upon

the successors and assigns of the respective parties hereto.

CRESTVIEW COUNTRY CLUB

By _____
President

ATTEST:

Secretary

"SELLER"

THE FIDELITY INVESTMENT COMPANY

By _____
President

ATTEST:

Secretary

"PURCHASER"

December 26, 1969

Reiss and Goodness
Engineers
2160 East Douglas
Wichita, Kansas 67214

Subject: S/D 69-106 - Sketch Plat of
CRESTVIEW COUNTRY CLUB ADDITION

Gentlemen:

We have reviewed the Sketch Plat of Crestview Country Club Addition in light of its existing zoning classification and the general development plan for Crestview Country Club as originally prepared by the Country Club's consultant, Oblinger and Smith. It is apparently the intent of the Country Club to sell various tracts of their overall ownership with the exception of the lands presently occupied by the clubhouse and golf course itself. The areas being sold will generally conform to those designated on the original development plan, and the purchasers thereof will then become applicants of individual sketch plats that will be submitted and followed with preliminary and final plats accordingly. Such plats again conforming to the original concepts set forth in the general development plan. It is also the apparent intent of the Country Club to eventually complete the original planned unit development (PUD) approach on the entire section with cooperation of all the ultimate land owners within the section. We therefore feel that all such sell-offs shall be such that the purchasers are obligated in their future cooperation in accomplishing the PUD concept originally proposed by the Country Club.

With these comments in mind, we hereby authorize preparation of the preliminary plat subject to the following comments and conditions:

sk Thirteenth Street adjacent on the north is not designated as a Federal Aid Secondary (FAS) road, however, 50 feet of half street right of way is necessary as it is a section line road and a potential arterial. The sketch plat as

now drawn appears to have only taken into account 30 feet of right of way for said street.

OK Indicate "complete access control" adjacent to the south side of Thirteenth Street, except at points of intersecting streets.

OK - providing Co. Eng. agrees

The minimum lot area indicated on the application is 16,380 square feet which meets minimum area required by the Sedgwick County Zoning Resolution for the "R-1" zoning district. However, such areas by definition in the Sub-division Regulations place the plat into an urban category requiring urban streets which have 64 feet of right of way instead of 70 as now shown, with such streets being paved to City specifications with curb and gutter.

CA vs. 70
County Eng. agrees

OK In the concept for general development plan originally provided along with the overall plan by the Crestview Country Club, the access road around most of the perimeter was intended to serve the function of a collector. The right of way standards for access roads are 50 feet instead of 40 feet as indicated on the sketch plat. However, the original concept of said road serving as a collector can not be accomplished in the right of way standard for an access road. The right of way for collectors is 70 feet in width. However, we propose that the function of this perimeter road can be accomplished in the same rights of way and improvements widths as being provided for in the rest of the interior streets (64 feet of right of way and roadway width 34 feet from face of curb to face of curb).

Proposed plat indicates 15' strip

5. The parkway or strips of land separating the section line road from the access road may need to be increased to adequately serve the function it was apparently intended to serve (open space, buffer, landscape, screening, etc.). The consultant's original general development plan indicated this strip being approximately 30 feet in width which may be better from the standpoint of maintenance and adequately housing existing and future hedgerows and plantings. A question in regard to this which also needs to be answered, is the matter of who owns and is responsible for maintaining said strip of land.

gk The application indicates a minimum lot frontage of 60 feet although the plat appears for the most part to meet the minimum frontage of 100 feet, as required in the Sedgwick County Zoning Resolution. In drawing the preliminary plat, the applicant's engineer should see that all lots meet this minimum requirement and that the lots situated around the cul de sacs maintain said minimum frontage at least at the building setback lines.

gk The suggested building setbacks to be indicated on the plat are a minimum of 30 feet, unless the applicants desire to establish greater setbacks.

8. We question whether the 40-foot drainage rights of way indicated on the sketch plat should instead be indicated as drainage easements and actually made a part of the adjacent lots. As actual rights of way there is again a problem of who is responsible to construct the drainageway and who will continue to maintain it. We also question the coordination of this drainage between the land being platted by the applicant and the adjacent golf course property owned by the Country Club. It is also noted that the proposed cul de sacs would drain to the south and some provision would have to be made for handling the drainage on south through the adjacent lots and onto the golf course property.

gk 9. When the Country Club's general development plan was informally reviewed by the Subdivision and Utility Advisory Committee on August 21, 1969, Guy Moorefield of the Soil Conservation Service commented on the existing terraces of the land. It is suggested that the applicant of this plat work with Mr. Moorefield's office regarding the terraces as they relate to surface drainage and as well contact Mr. E. E. Jones with the Middle Walnut Watershed District of Rose Hill, Kansas, regarding same.

gk 10. The sketch plat contains 44 lots and in accordance with the applicant's engineer's letter dated May 14, 1969, enlargement of the ponds and the lagoon sewage treatment

Page 4 - S/D 69-106
Reiss and Goodness
December 26, 1969

system would be necessary to accommodate approximately 40 homes. It will be necessary that the sanitary sewage system proposed to serve this plat be approved by the Wichita-Sedgwick County Health Department. The actual sewer lines will need to be installed in accordance with specifications of the City of Wichita, or an acceptable guarantee submitted for their installation prior to forwarding the plat to the City Commission.

11. In addition to providing urban streets and sanitary sewer the applicant will be responsible for installing or guaranteeing by one of the adopted methods for guaranteeing the required improvements on plats, the installation of public sidewalks and extension of municipal water to serve all lots within the subdivision.

12. The preliminary plat shall provide a legal tie giving reference dimensions to a section or quarter corner.

13. 20-foot utility easements shall be indicated common to the rear of each lot line, and in advance of preparing the preliminary plat, it is suggested that the applicant's engineer contact Kansas Gas and Electric Company regarding the designation of appropriate side-lot easements for street light purposes.

14. Requirements for a preliminary plat of the MAPC Subdivision Regulations.

We request in the submission of the preliminary plat that 35 copies be provided for proper distribution to our Subdivision and Utility Advisory Committee. A new application should also be provided giving the new information and data with respect to lots, frontages, areas, streets, etc. that will be shown on the preliminary plat.

If we can be of any assistance in your preparation of the preliminary, or if you have any questions concerning the above comments, please contact our office.

Very truly yours,

John D. Gist
Planner III

JDG:vjp

Page 5 - S/D 69-106
Reiss and Godness
December 26, 1969

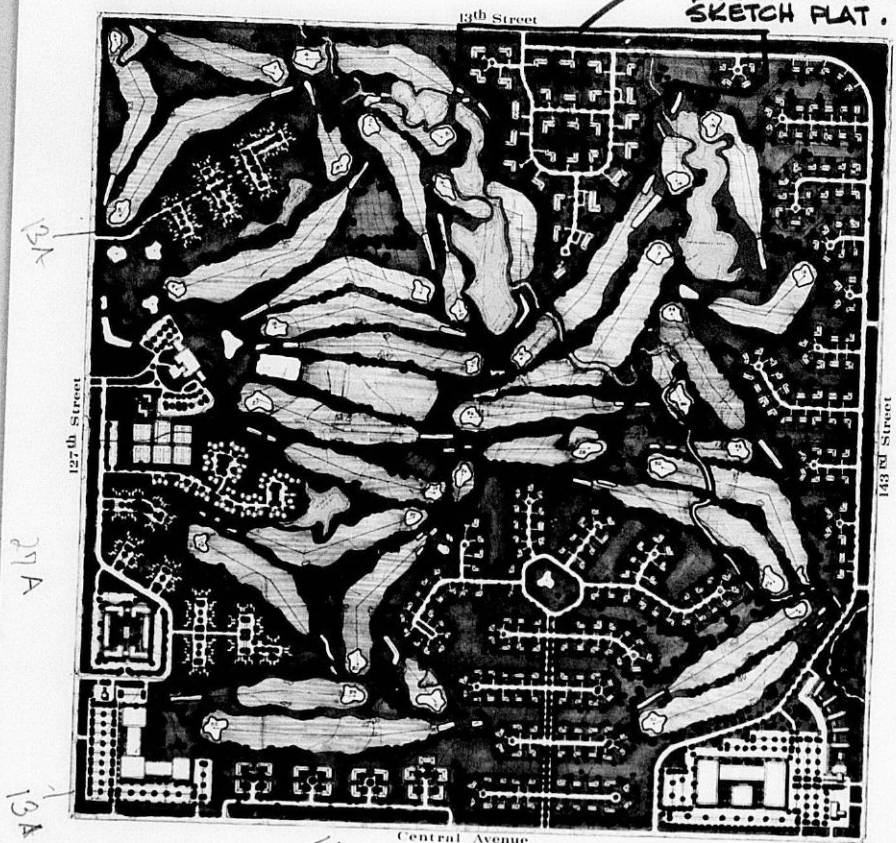
cc: Crestview Development Corp.
130 North Market 67202

James F. Haugen
130 North Market 67202

Jerald R. Jones
6629 East Douglas 67207

Bob Nelson
Attorney at Law
816 Union Center Building 67202

APPROXIMATE
AREA IN FIRST
SKETCH PLAT.



General Development Plan for
CRESTVIEW COUNTRY CLUB
By OBLINGER · SMITH - Planning Consultants / Landscape Architects

6348
Map No.: E-13-A4D
Section No.: 14
Twp. No.: 27-S
Range: 2-E

S/D No. 69-106

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Crestview Country Club Addition

General Location: 13th Street and East 143rd Street

Name of Property Owner: Crestview Development Corp.
Address: 130 N. Market St., Wichita, Kansas Phone: FO 3-3833
Name of Subdivider: James F. Haugen
Address: 130 N. Market St., Wichita, Kansas Phone: FO 3-3833
Name of Agent/Surveyor: Reiss & Goodness Engineers
Address: 2160 E. Douglas, Wichita, Kansas 67214 Phone: 264-1391
Date of Application: December 2, 1969

SUBDIVISION INFORMATION:

- | | | | |
|---|---|--------------------------------------|------------------|
| 1. Gross Acreage of Plat | <u>40.9</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>40</u> R/W <u>2,070</u> ft. | |
| Residential | <u>44</u> | b. <u>70</u> R/W <u>3,410</u> ft. | |
| Commercial | <u>0</u> | c. _____ R/W _____ ft. | |
| Industrial | <u>0</u> | d. _____ R/W _____ ft. | |
| Other | <u>0</u> | e. _____ R/W _____ ft. | |
| Total Number of Lots | <u>44</u> | TOTAL | <u>5,480</u> ft. |
| 3. Minimum Lot Frontage | <u>60</u> ft. | 8. Sidewalk adjacent to all streets? | yes <u>x</u> no |
| 4. Minimum Lot Area | <u>16,380</u> ft. | | |
| 5. Existing Zoning | <u>AA R-1</u> | | |
| 6. Proposed Zoning | <u>AA R-1</u> | | |
| 9. Public Water Supply | <u>Yes</u> (Yes-No), Name <u>Wichita Water Department</u> | | |
| 10. Public Sanitary Sewers | <u>Yes</u> (Yes-No), Name <u>Benefit District</u> | | |
| 11. Health Department Approval (where applicable) | _____ (Yes-No) | | |
| 12. City of Wichita | <u>No</u> 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 including petitions for improvements such as streets, sewer, sidewalks, etc. with the register of deeds as well as all costs of publication of initiating resolutions approving any petition for improvements 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: _____

CRESTVIEW DEVELOPMENT CORP
James F. Haugen
PRESIDENT

Wichita-Sedgwick County Metropolitan Area
Planning Commission, Room 402, City Building
Annex, 104 South Main Street, Wichita, Kansas

Received by NEWBY
Date 12-2-69
Fee Submitted none

T9-301B (10-68)

