

PROPERTY INFORMATION PACKET

THE DETAILS



2900 W. 55th St. S. | Wichita, KS 67217

AUCTION: Saturday, April 21st @ 10:00 AM

12041 E. 131st St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION
REAL ESTATE SPECIALISTS



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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 548198
Status Active
Contingency Reason
Area 223
Address 2900 W 55TH ST S
City Wichita
Zip 67217
Asking Price \$0
Picture Count 36



KEYWORDS

AG Bedrooms 3
Total Bedrooms 3.00
AG Full Baths 3
AG Half Baths 1
Total Baths 5
Garage Size 4+
Basement Yes - Finished
Levels 2 Story
Approximate Age 36 - 50 Years
Acreage 10.01 or More

Approx. AGLA 4816
AGLA Source Court House
Approx. BFA 2155.00
BFA Source Court House
Approx. TFLA 6,971
Lot Size/SqFt 1001009.00
Number of Acres 22.98

GENERAL

List Agent - Agent Name and Phone BRADEN MCCURDY - OFF: 316-683-0612
List Office - Office Name and Phone McCurdy Auction, LLC - OFF: 316-683-0612
Co-List Agent - Agent Name and Phone
Co-List Office - Office Name and Phone
Showing Phone 316-945-7400
Year Built 1975
Parcel ID 20173-206-24-0-43-00-001.00
School District Haysville School District (USD 261)
Elementary School Prairie
Middle School Haysville
High School Campus
Subdivision NONE LISTED ON TAX RECORD
Legal SW1/4 SE1/4 EXC PD CANAL & EXC BEG SW COR E 240 FT N 425 FT NE 473.5 FT TO PT 560 FT E & 775FT N SW
List Date 10/27/2017
Display Address Yes
Sub-Agent Comm 0
Buyer-Broker Comm 3
Transact Broker Comm 3
Variable Comm Non-Variable
Days On Market 161
Input Date 3/13/2018 1:47 PM
Update Date 4/6/2018
Status Date 3/13/2018
Price Date 3/13/2018

Master Bedroom Level Upper
Master Bedroom Dimensions 20'5"x25'
Master Bedroom Flooring Carpet
Living Room Level Main
Living Room Dimensions 40'10"x38'11"
Living Room Flooring Tile
Kitchen Level Main
Kitchen Dimensions 15'8"x17'6"
Kitchen Flooring Tile
Room 4 Type Dining Room
Room 4 Level Main
Room 4 Dimensions 11'6"x10'7"
Room 4 Flooring Tile
Room 5 Type Bedroom
Room 5 Level Upper
Room 5 Dimensions 18'x21'4"
Room 5 Flooring Carpet
Room 6 Type Bedroom
Room 6 Level Upper
Room 6 Dimensions 15'1"x20'5"
Room 6 Flooring Carpet
Room 7 Type Library
Room 7 Level Upper
Room 7 Dimensions 11'6"x20'3"
Room 7 Flooring Carpet
Room 8 Type Family Room
Room 8 Level Basement
Room 8 Dimensions 41'x40'
Room 8 Flooring Carpet
Room 9 Type Bonus Room
Room 9 Level Basement
Room 9 Dimensions 14'5"x15'4"
Room 9 Flooring Carpet
Room 10 Type Laundry
Room 10 Level Basement
Room 10 Dimensions 11'3"x16'10"
Room 10 Flooring Laminate - Other
Room 11 Type Garage Space 1
Room 11 Level Main
Room 11 Dimensions 26'10"x41'3"
Room 11 Flooring Concrete

Room 12 Type
Room 12 Level
Room 12 Dimensions
Room 12 Flooring

DIRECTIONS

Directions 55th & Meridian - West to home.

FEATURES

ARCHITECTURE

Other/See Remarks

EXTERIOR CONSTRUCTION

Frame

ROOF

Other/See Remarks

LOT DESCRIPTION

Irregular
Pond/Lake
River/Creek
Wooded
Waterfront w/Access

FRONTAGE

Paved Frontage

EXTERIOR AMENITIES

Balcony
Patio
Dock
Fence-Wrought Iron/Alum
Horses Allowed
Irrigation Pump
Irrigation Well
RV Parking
Security Light
Sidewalks
Sprinkler System
Other/See Remarks
Outbuildings

GARAGE

Attached
Detached
Opener
Side Load

FLOOD INSURANCE

Unknown

UTILITIES

Septic
Natural Gas
Propane Gas

BASEMENT / FOUNDATION

Full
Std Bsmt Window no-egress

BASEMENT FINISH

Bsmt Rec/Family Room
Bsmt Wet Bar
Bsmt Storage
Bsmt Bonus Room
Bsmt Laundry

COOLING

Central
Zoned

HEATING

Forced Air
Fireplace/Ducted
Zoned

DINING AREA

Eating Space in Kitchen
Living/Dining Combo

FIREPLACE

One
Living Room
Gas
Woodburning

KITCHEN FEATURES

Eating Bar
Range Hood
Electric Hookup

APPLIANCES

Dishwasher
Disposal
Microwave
Refrigerator
Range/Oven

MASTER BEDROOM

Master Bdrm on Sep. Floor
Tub/Master Bedroom
Tub/Shower/Master Bdrm
Two Sinks

AG OTHER ROOMS

Foyer
Library
Loft

LAUNDRY

Basement
Separate Room
220-Electric

INTERIOR AMENITIES

Central Vacuum
Closet-Walk-In
Fireplace Doors/Screens
Hardwood Floors
Intercom System
Owned Water Softener
Sauna
Security System
Skylight(s)
Vaulted Ceiling
Wtr Purification/Filtrat.
Wet Bar
Window Coverings-All
Laminate – Other

POSSESSION

At Closing

PROPOSED FINANCING

Other/See Remarks

WARRANTY

No Warranty Provided

OWNERSHIP

Trust

PROPERTY CONDITION REPORT

No

DOCUMENTS ON FILE

Additional Photos
Ground Water
Lead Paint

SHOWING INSTRUCTIONS

Appt Req-Call Showing #

LOCKBOX

Combination

TYPE OF LISTING

Excl Right w/o Reserve

AGENT TYPE

Sellers Agent

FINANCIAL

Assumable Y/N	No
Currently Rented Y/N	No
Rental Amount	
General Property Taxes	\$7,814.15
General Tax Year	2017
Yearly Specials	\$5.88
Total Specials	\$5.88

HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	
Home Warranty Purchased	Unknown
Earnest \$ Deposited With	McCurdy Auction LLC Trust

PUBLIC REMARKS

Public Remarks ONSITE REAL ESTATE AUCTION ON SATURDAY, APRIL 21ST AT 10:00 AM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. NO MINIMUM, NO RESERVE - PREMIER!!! What a rare opportunity to purchase such an unique property! Parcel A (13.99 +/- Acres) and Parcel B (22.98 +/- Acres) are being offered together and separately. That is over 36 +/- Acres being offered regardless of price! Hidden along a secluded drive near the corner of 55th and Meridian is the winding drive that leads you to a stunning reveal. The impressive 5,500 Sq.Ft. detached shop with six overhead doors is perfect for the hobbyist or small business. It is split into two sections, one with two overhead doors and the other with four. It is fully finished and insulated with a kitchen, bathroom and office area. It also features concrete floors, built-in shelving, CH/CA and automatic openers for the overhead doors. There is a welder panel with air compressor connections. The home is adjacent to the shop and backs up to its own private lake with a dock where you can enjoy fishing, boating and swimming. You have endless outdoor activities available from hunting to horse back riding to hiking. The 7,000 Sq.Ft. statement making home was built in 1975 with the top-of-the-line industrial materials and finishes. This one of a kind home dazzles with retro flare. The entrance has French leaded glass doors with a large coat closet. The grand living room makes a statement piece with its 19 foot trestle styled beamed ceilings and floor to ceiling fireplace. The kitchen sits off the living room and provides an open eating bar. The kitchen is supplied with a side-by-side refrigerator, double wall ovens, a Whirlpool dishwasher and a microwave. There is also a commercial grade cooking area with a fryer, griddle, grill and warmers. The list continues with a dining nook with a Thermador wall toaster, and a walk-in freezer that is 5'4"x 5'7". The main floor is also provided with a half bath. You have your choice of taking the elevator (which services all the floors) or stairs up to the second floor which overlooks the massive living room and is lined with built-in shelving. There are three bedrooms on the second level which includes the master bedroom and two additional bedrooms. The owners have previously used one of the bedrooms as their office. There is a full bath that sits between the two bedrooms and has a shower/tub combination. The master bedroom is sure to impress with his and hers separate bathrooms, walk-in closets and wall to wall dressers with vanities. One of the bathrooms has a vanity with Hollywood style lights, a hand-painted sunflower sink imported from Italy and two tubs. The other bathroom has a marble top dresser with a tub/shower combination. Both bathrooms have heat lights, skylights and phones. The master bedroom and the back bedroom have access to a balcony. A 4'10" x 7'7" Metos Sauna System completes the second level. Wait, there's more! Head on down to the basement to discover a large rec/family room with a full wet bar including the refrigerator and oven. There is a full bath with double sinks and a tub/shower combination. Down the hall is a finished bonus room with a built-in dresser in the closet. The laundry room can also be found downstairs with a laundry shoot and washer and dryer hookups. Finally there is a utility room and additional storage space. This property has zoned HVAC, two hot water tanks, two propane tanks and a Generac Power System that can be implemented with a generator. This is truly a unique and special estate with so many opportunities!!! *See terms of sale for terms and disclosures*

AUCTION

Type of Auction Sale	Absolute	Method of Auction	Live w/Online Bidding
Auction Location	2900 W. 55th St. S.	Auction Offering	Real Estate Only
Auction Date	4/21/2018	Auction Start Time	10:00 AM
Broker Registration Req	Yes	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	25,000.00	1 - Open for Preview	Yes
1 - Open/Preview Date	4/21/2018	1 - Open Start Time	9:00 AM
1 - Open End Time			

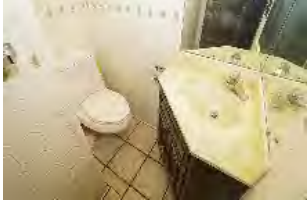
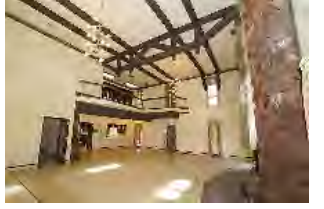
TERMS OF SALE

Terms of Sale 40+ acres. 3 parcels. Just one opportunity! Join McCurdy Auction for this rare private estate of the late Mr. and Mrs. Weidman, owners of Weidman Metal Masters of Wichita, in Southwest Wichita - all parcels selling regardless of price! Proceeds of this real estate auction to benefit several charities through The Wichita Community Foundation. Auction to be held on Parcel B. | Parcel A and B will be offered separate and together. Parcel C will be offered immediately after Parcel A and B. | Parcel C: Mineral rights do not transfer. | Understanding Separate & Together: When properties/parcels are offered separate and together the bidding is first conducted for each individually and the bids are reserved at the conclusion of that offering. Then they are offered as a package. If the bid is increased as a result of the package offering, then the properties will be sold together. If the individual prices are the highest bids, then the parcels sell individually. Property is located in unincorporated area of Sedgwick county, it is not in the Wichita city limits. Please refer to City Boundary map in the Property information packet. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$25,000.

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2018 South Central Kansas MLS, Inc. All rights reserved.

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Property Address 2900 W. 55th St. S. And Additional Lots - Wichita, KS 67217

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of lead-based paint and/or lead-based paint hazards (*initial one*):

BLR X Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing; *or*
_____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(b) Records and Reports available to the Seller (*initial one*):

BLR X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing; *or*
_____ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

BUYER'S ACKNOWLEDGMENT (please complete c, d, and e below)

_____ (c) Buyer has received copies of all information listed above. (*initial*)

_____ (d) Buyer has received the pamphlet *Protect Your Family from Lead Paint in Your Home*. (*initial*)

(e) Buyer has (*initial one*):

_____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; *or*

_____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S/LICENSEE'S ACKNOWLEDGMENT (initial below)

SAF (f) Agent/Licensee has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Brenda L Reeve - Guardian Conservator 10-27-17
Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____
Shelly Frost 10/27/17
Agent/Licensee _____ Date _____

Buyer _____ Date _____
Agent/Licensee _____ Date _____

Date _____

ADDENDUM _____
(Groundwater)

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:
2900 W. 55th St. S. And Additional Lots - Wichita, KS 67217

The parties are advised to obtain expert advice in regard to any environmental concerns.

SELLER'S DISCLOSURE (please complete both a and b below)

- (a) Presence of groundwater contamination or other environmental concerns **(initial one)**:

BLR ☒ Seller has no knowledge of groundwater contamination or other environmental concerns; or
_____ Known groundwater contamination or other environmental concerns are:

- (b) Records and reports in possession of Seller **(initial one)**:

BLR ☒ Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or
_____ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

- (c) _____ Buyer has received copies of all information, if any, listed above. **(initial)**

CERTIFICATION

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

x Brenda L Reeve - Guardian Conservator

Seller _____ Date 10-27-17

Buyer _____ Date _____

x Brenda L Reeve - Trustee - 10-27-17

Seller _____ Date _____

Buyer _____ Date _____

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First American Title™

Title Insurance Commitment

ISSUED BY

First American Title Insurance Company

Commitment

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

FIRST AMERICAN TITLE INSURANCE COMPANY
1 First American Way, Santa Ana, California 92707

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AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Issuing Agent:



Security 1st Title

Title Officer: **JoAnn Childers**

Address: **727 N. Waco Ave.
Suite 300**

Wichita, KS 67203

Phone: **316-293-1696**

Email: **jchilders@security1st.com**

(This Commitment is valid only when Schedules A and B are attached)

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This jacket was created electronically and constitutes an original document

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I



Or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.

 First American Title™	Title Insurance Commitment
Schedule A	ISSUED BY First American Title Insurance Company ISSUING AGENT  Security 1st Title



File No: **2241976**

Title Officer: **JoAnn Childers**, Phone: **316-293-1696**, Email: **jchilders@security1st.com**

1. Commitment Date: **January 23, 2018, at 7:30 a.m.**
2. Policy (or Policies) to be issued: Amount
 - a. ☒ ALTA Owner's Policy of Title Insurance (6-17-06):
Proposed Insured: **To Be Determined**
 - b. ☐ ALTA Loan Policy of Title Insurance (6-17-06):
Proposed Insured:
3. **Fee Simple** interest in the Land described in this Commitment is owned, at the Commitment Date, by
The Devisees of Roger F. Weidman, deceased, Case No. 17PR 1482
4. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

EXHIBIT "A"

The Southwest Quarter of the Southeast Quarter of Section 24, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, EXCEPT a tract in the Southwest Quarter of the Southeast Quarter of Section 24, Township 28 South, Range 1 West described as: Beginning at the Southwest corner of the Southwest Quarter of said Southeast Quarter; thence east 240 feet; thence north parallel with the West line of the Southwest Quarter of said Southeast Quarter, 425 feet; thence northeasterly 473.5 feet more or less to a point 560 feet east and 775 feet north of the Southwest corner of the Southwest Quarter of said Southeast Quarter; thence east parallel with the South line of the Southwest Quarter of said Southeast Quarter, 125 feet; thence north parallel with the West line of the Southwest Quarter of said Southeast Quarter, 548 feet more or less to the North line of the Southwest Quarter of said Southeast Quarter; thence west 685 feet to the Northwest corner of the Southwest Quarter of said Southeast Quarter; thence south 1323.4 feet more or less to beginning; and EXCEPT that part taken for protection drainage canal in Condemnation Case 73916.

 First American Title™	Title Insurance Commitment ISSUED BY First American Title Insurance Company
Schedule BI	ISSUING AGENT  Security 1st Title

File No: **2241976**

Title Officer: **JoAnn Childers**, Phone: **316-293-1696**, Email: **jchilders@security1st.com**

REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) **The application for title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for possible judgments. If the purchaser is to be an entity other than a natural person or persons, certain additional requirements may be necessary.**
- (F) **File a death certificate for Marion L. Weidman.**
- (G) **Case No. 17PR 1482; In the Matter of the Estate of Roger F. Weidman, deceased; Order Admitting Will to Probate filed December 21, 2017 by Hugh W. Gill, attorney @ 316-267-2000, wherein Brenda L. Reeve named Executor; no requirements made.**
- (H) **File an Executor's Deed from Brenda L. Reeve, Executor of the Estate of Roger F. Weidman, deceased, Case No. 17PR 1482 to the buyer To Be Determined.**

Said deed must contain the actual consideration received and contain appropriate recitals to indicate that the deed is made pursuant to the power granted in the will.

(I) Recording Fees and Information for Kansas Counties:

For Documents recorded on or after January 1, 2018, but prior to January 1, 2019:

Deed:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage:	\$21.00 (first page) + \$17.00 (each additional page)
Mortgage Release or Assignment:	\$20.00 (first page) + \$4.00 (each additional page)



*** Mortgage Registration Tax: Calculated at \$0.05 per each \$100.00 of the loan amount.**

(This fee shall not exceed \$125.00 for recording on single-family mortgages on principal residences where the principal debt or obligation is \$75,000.00 or less.)

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded, there is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

 First American Title™	Title Insurance Commitment
	ISSUED BY First American Title Insurance Company
Schedule BII	ISSUING AGENT  Security 1st Title

File No: **2241976**

Title Officer: **JoAnn Childers**, Phone: **316-293-1696**, Email: **jchilders@security1st.com**

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Right or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
4. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
6. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the commitment date and prior to the effective date of the final Policy.
7. **General taxes and special assessments for the fiscal year 2017 in the original amount of \$7,820.03; PAID**
Property I.D. # **WA-00166**
PIN #**00317961**
8. **Easement to build a dam across the stream which runs by or through the SW/4 of the SE/4 of Sec. 24-T28S-R1W, as granted in instrument filed in/on Misc. Book 127, Page 78.**

NOTE: The location of the easement cannot be ascertained from record information.

9. **Right of Way in favor of Kansas Gas and Electric Company, over the SW/4 of the SE/4 of Sec. 24-T28S-R1W, as granted in instrument filed in/on Misc. Book 121, Page 75.**

NOTE: Partial Release of Easement filed in/on Film 532, Page 199, wherein Kansas Gas and Electric Company releases the above described easement, EXCEPT for the North 10 feet thereof.

10. **An easement for road purposes, recorded in/on Misc. Book 452, Page 341.**
In favor of: **Sedgwick County, Kansas**
Affects: **the North 10 feet of the South 40 feet of SW/4 SE/4 Sec. 24-T28S-R1W**

11. **Affidavit by a Kansas Gas and Electric Company employee claiming right-of-way over a portion of subject property recorded in/on Misc. Book 679, Page 522.**

12. An easement for construction, reconstructing, widening, improving, draining and maintaining a road or highway, recorded as Doc#/Flm-Pg: 29365930.

In favor of: Board of County Commissioners of Sedgwick County, Kansas

Affects: a portion of subject property.

13. Roadway easement, if any, over the South 40 feet of subject property.

14. Rights of parties in possession under unrecorded leases.

15. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.



First American Title™

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

PRIVACY POLICY

WHAT DOES SECURITY 1ST TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1st Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

Sharing practices	
How often does Security 1st Title notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Security 1st Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Security 1st Title collect my personal information?	<p>We collect your personal information, for example, when you request insurance-related services provide such information to us</p> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.
Contact Us	If you have any questions about this privacy notice, please contact us at: Security 1 st Title, 727 N. Waco, Suite 300, Wichita, KS 67203.

78
78
C.H.

MISCELLANEOUS RECORD 127

CHAS. D. KETCHEL ET AL)
TO) EASEMENT
MRS. L. J. VANIMAN)

THIS INDENTURE made this 12th day of May, 1936 by and between Chas. D. Ketchel and Mrs. J. J. Ketchel, hereinafter referred to as grantors and Mrs. L. J. Vaniman, hereinafter referred to as grantee.

WITNESSETH:

WHEREAS, the grantee is in possession of the following described property under a certain contract of purchase, to-wit:

That portion of the Southwest Quarter (SW $\frac{1}{4}$) of
The Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-
four (24), Township Twenty-eight (28), Range
One (1) West, Sedgwick County, Kansas,

and

WHEREAS, said grantee desires to build a dam across the stream which runs by or through the property above described.

NOW THEREFORE, and in consideration of One Dollar (\$1.00) and mutual covenants and agreements herein contained, said grantors hereby consent and give the said grantee the right to erect a dam across said stream not to exceed five feet in height, perpetual right and easement be hereby granted to said grantee for the purpose of erecting and constructing said dam.

IN WITNESS WHEREOF, said parties hereunto set their hands this 12th day of May, 1936.

Chas. D. Ketchel

Mrs. J. J. Ketchel

STATE OF KANSAS)
SS
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 12th day of May, 1936, before me the undersigned a Notary Public in and for the County and State aforesaid, came Charles D. Ketchel and Mrs. J. J. Ketchel, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

(NOTARIAL SEAL)

Chas. P. Potter

Notary Public

My commission expires April 17, 1940.

FILED FOR RECORD MAY 29, 1936 AT 1 P. M.

ARCH E. McVICAR, REGISTER OF DEEDS.

BY R. R. McCAFFERTY, DEPUTY.

- - - EMT - - -

MISCELLANEOUS RECORD 121

75

grantor, heirs or assigns; the second by the grantee, its successors or assigns, and the third by the two so appointed as aforesaid. The awards of such three persons to be final and conclusive.

Grantors agree that they will not locate any building, hay stack, straw stack, trees, structure or any combustible material near enough to said poles, wires and fixtures to endanger the same or interfere with the operation thereof or to result in damage thereto if a fire should occur.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 10th day of April, 1935.

E. Woolworth Jr.

KANSAS GAS AND ELECTRIC COMPANY.

By F. E. Barr
Its Agent.

STATE OF KANSAS }
SEDGWICK COUNTY } SS

I hereby certify that on this 10th day of April, 1935, before me the undersigned Notary Public, in and for said County and State came E. Woolworth Jr. his wife, to me personally known to be the same person who signed and executed the above instrument and they each duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on the day and date first above written.

(NOTARIAL SEAL)

NOTARY PUBLIC
My commission expires April 3, 1937.

Roger F. Huffine

Notary Public.

FILED FOR RECORD MAY 22, 1935 AT 11 A. M.

ARCH E. McVICAR, REGISTER OF DEEDS.

BY R. R. McCAPPERTY, DEPUTY.

- - - ERT - - -

L. J. VANIMAN

TO

KANSAS GAS AND ELECTRIC COMPANY.)

GRANT OF RIGHT OF WAY

FOR AND IN CONSIDERATION OF the sum of One Dollar and other good and valuable considerations to us in hand paid, receipt whereof is hereby acknowledged, We L. J. Vaniman do hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, the right - of - way to clear timber, trim necessary trees for and build, maintain, alter, repair, operate and remove transmission lines consisting of poles, wires and fixtures over and across the following described lands situated in Sedgwick County, State of Kansas, to-wit:

S.W. of S.E.: Sec 24; T28S; R1W

CONFIRMED
10-11-35
J. H. S.

MISCELLANEOUS RECORD 121

with the right of ingress and egress to and from the same. The said Grantor, heirs or assigns to fully use and enjoy the said premises except for the purposes hereinbefore granted to said grantee, its successors or assigns, who hereby agree to pay any damages which may be caused to crops and fences from the building, maintaining and operating of said lines, said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one of whom shall be selected by the said grantor, heirs or assigns; the second by the grantee, its successors or assigns, and the third by the two so appointed as aforesaid. The awards of such three persons to be final and conclusive.

Grantors agree that they will not locate any building, hay stack, straw stack, trees, structure or any combustible material near enough to said poles, wires and fixtures to endanger the same or interfere with the operation thereof or to result in damage thereto if a fire should occur.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 20th day of May, 1935.

L. J. Vaniman

KANSAS GAS AND ELECTRIC COMPANY.

By Harold B. Davis
Its Agent.

STATE OF KANSAS }
SEDGWICK COUNTY } SS

I hereby certify that on this 21st day of May, 1935, before me the undersigned Notary Public, in and for said County and State came L. J. Vaniman his wife, to me personally known to be the same person who signed and executed the above instrument and they each duly acknowledged the execution of the same.

WITNESS my hand and Notarial Seal on the day and date first above written.
(NOTARIAL SEAL)

NOTARY PUBLIC
My commission expires April 3, 1937.

Roger F. Huffine

Notary Public.

FILED FOR RECORD MAY 22, 1935 AT 11 A. M.

ARCH E. McVICAR, REGISTER OF DEEDS.

BY R. R. McCAPPERTY, DEPUTY.

- - - ERT - - -

RECORDED BY
E.N.A. - H.C.H.

S. R. SLADE

TO

KANSAS GAS AND ELECTRIC COMPANY.)

GRANT OF RIGHT OF WAY

FOR AND IN CONSIDERATION OF the sum of One Dollar and other good and valuable considerations to us in hand paid, receipt whereof is hereby acknowledged, We S. R. Slade do hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, the Right - of - Way to clear timber, trim necessary trees

PARTIAL RELEASE OF EASEMENT

FILM 532 PAGE 199

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on the 22 day of May, 1982, a certain easement grant was executed by L. J. Vaniman, as Grantor therein, to KANSAS GAS AND ELECTRIC COMPANY, a corporation, as Grantee therein, with respect to the following described land situated in the County of Bedford, State of Kansas, said easement grant being recorded in the office of the Register of Deeds in and for said County in Book Misc. 121, at page 75, to-wit:

SW of SE; Section 24; Township 28 South, Range 1 West

AND WHEREAS, the said Grantor therein desires to release its said easement grant as to a certain portion or portions only of the land aforesaid,

NOW, THEREFORE, KANSAS GAS AND ELECTRIC COMPANY, a corporation, for and in consideration of the sum of the Dollar (\$1.00), the receipt of which is hereby acknowledged, does hereby release and relinquish its rights under said easement grant on all of the above described land except the following portion or portions thereof, to-wit:

The north ten feet thereof.

By the acceptance and recording of this instrument, the owner or owners of the lands burdened by said easement grant, for themselves, their heirs, successors and assigns, acknowledge full satisfaction and discharge of all claims which they, or any of them, may have or claim to have against KANSAS GAS AND ELECTRIC COMPANY, a corporation, arising out of or in any way connected with said easement grant or the use of the premises thereunder, and further acknowledge and affirm that as to the last above described premises, KANSAS GAS AND ELECTRIC COMPANY, a corporation, has retained and does retain all of its rights, title and interest set out in the aforesaid original easement grant.

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its duly authorized President, Vice President or Assistant to the President, with its common seal affixed, attested by its Secretary or Assistant Secretary, this 26 day of May, 1982.



KANSAS GAS AND ELECTRIC COMPANY
STATE OF KANSAS
COUNTY OF BEDFORD
FILED FOR RECORD
JUN 1 1982
Bernard Ruddick
Vice President - Engr
BETTE F. MCGART
REGISTER OF DEEDS
ACKNOWLEDGMENT

STATE OF KANSAS
COUNTY OF BEDFORD



5.00

SC

BEFORE ME, that on this 26 day of May, 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bernard Ruddick, Vice President of KANSAS GAS AND ELECTRIC COMPANY, a corporation, who is personally known to me to be the same person who executed as such officer the foregoing instrument of writing, and he duly acknowledged the execution of the same as the free and voluntary act of 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.

Richard E. Lewis
Notary Public Richard E. Lewis

My commission expires July 18, 1982

WA - 166

Sedgwick County, Kansas
RIGHT OF WAY AGREEMENT

WO RC 113

WHEREAS, It becomes necessary in the reconstruction and maintenance of Highway 632 23-27
 for Sedgwick County, State of Kansas, Party of the First Part, to widen, improve and/or
 change location of said highway in SW 1/4 SEC 24 Twp. 28-S Range 1-W
 and said widening, improving and/or change of location requires new and additional
 right of way in the above section, township and range as follows:

THE NORTH 10 FEET OF THE SOUTH 40 FEET OF SW 1/4 SEC 24 T 28-S
 R 1-W, CONTAINING 0.3 ACRE

AND WHEREAS, ERNEST R. MYLRE OR MAX D. MAYO 3114 W. 55TH RR 6, WICHITA, KANS.

Party of the Second Part, is the rightful owner of, or legal agent for, the above property.
 THE PARTIES HERETO AGREE as follows: That the party of the second part, for himself, his
 heirs, executors, administrators, and assigns for the consideration of One Dollar Dollars
 Cents, (\$ 1.00), and other valuable considerations as follows:

Rebuild fence on new 40 foot property line, Sedgwick County to
 furnish crosscote post and 1/2 B/V 1 red centers at no cost to the
 owner, pull and burn all trees and brush.

One dollar (\$1.00) of the above amount being in hand paid and receipt therefor being hereby acknowl-
 edged the remainder to be allowed at the next regular meeting of Board of County Commissioners when
 claim is presented as required by law in similar cases do hereby Grant, Sell and Convey to the
 party of the first part a permanent and perpetual right of way on and an easement to, in and on the
 real property above described for public road and highway purposes with right and privilege in the
 party of the first part to grade, excavate, fill, drain and/or improve as the party of the first part may
 order and direct.

THEREFORE, It is agreed and understood that the above amount of money together with the
 valuable concessions tendered by the party of the first part shall be in full compensation for actual
 land taken and all damage done to the property of the party of the second part.

IN WITNESS WHEREOF, the parties hereto have set their hand this 11th day
 of November, 1959

WITNESS:

COUNTY OF KANSAS

SEDGWICK COUNTY

RECORDED AT

NOV 13 1959

JAMES E. DEERING

COUNTY CLERK

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

113 405 172-245
 NOV 13 1959

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
10 08 A.M.

DEC 29 1970
22547

JOHN HALE
REGISTER OF DEEDS

MISC BOOK 679 PAGE 522

Form 1347
KG&E - April 1, 1966

AFFIDAVIT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

M. R. Cathey, of lawful age, states that he
is Estimator of Kansas Gas and Electric
(Title)
Company; that pursuant to the provisions of the original contract to
supply electric service to the property legally described as:

Commonly known as 3100 West 55th Street South
SE 1/4, Section 24, T 28 S, R 1 W

in Sedgwick County, Kansas,

Kansas Gas and Electric Company acquired the necessary right-of-way ease-
ment to provide such service to said property; that the electric lines
were installed underground; and that by agreement locating the lines the
right-of-way easements used for such purposes consists of:

a 10 foot strip being five (5) feet to the right and left of a line
beginning six hundred eighty five (685) feet east and five hundred
forty eight (548) feet south of NW corner of SE 1/4, of SE 1/4, Section 24,
T 28 S, R 1 W. Thence SE approximately two hundred sixty (260) feet
to a point approximately two hundred (200) feet south and one hundred
seventy (170) feet east of said point of beginning.
Further, affiant saith not.



M. R. Cathey
Signed

M. R. Cathey, Jr., Estimator
Typed Signature and Title of
KANSAS GAS AND ELECTRIC COMPANY

Subscribed and sworn to before me a notary public in and for said
County and State, this 18th day of November

19 70.

Robert L. Blevins
Notary Public Robert L. Blevins

My commission expires 10-12-71.



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29365930

Receipt #: 1853984
Pages Recorded: 2
Cashier Initials: CP

Authorized By _____ Recording Fee: 0.00

Date Recorded: 4/11/2013 4:26:11 PM



Grantor	WEIDMAN ROGER F
Grantee	BOARD OF SEDGWICK COUNTY COMMISSIONERS
Type of Document	EASEMENTS - MISCELLANEOUS
Recording Fees	0.00
Mtg Reg Tax	0.00
Total Amount	0.00
Return Address	COUNTY CLERK

EASEMENT FOR RIGHT-OF-WAY

THIS EASEMENT FOR RIGHT-OF-WAY, executed and delivered to the Board of County Commissioners of Sedgwick County, Kansas (hereinafter, "County") by Roger F. Weidman and Marion L. Weidman (hereinafter, "Owner").

WITNESSETH:

That for and in consideration of the sum of ONE THOUSAND AND SEVENTY-FOUR DOLLARS AND NO CENTS ***\$1,074.00 *** and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby grants, bargains, sells and conveys to County a permanent easement in, over, across and upon the following-described premises, to wit:


A tract of land in Sedgwick County, Kansas for Right of Way purposes more fully described as follows:

Commencing at the SE corner of the SE ¼ of Section 24, Township 28 South, Range 1 West, 6th P.M., Sedgwick County, Kansas; thence (N90°00'W assumed) along the south line of said Section 24 a distance of 1256.21 feet to a point on said south line, said point being the southerly extension of the east property line of the Tributary to the Wichita-Valley Center Flood Control Project as referenced in Condemnation Case 73916; thence N00°17'05"E a distance of 40.00 feet along said southerly extension to the Point of Beginning, said point being the intersection of the east line of said Tributary and the north road right of way line of 55th Street South; thence continuing N00°17'05"E along said east line a distance of 15.00 feet; thence S77°03'05"E a distance of 66.9 feet, more or less, to a point on the north road right of way line of 55th Street South; thence N90°00'W parallel with the south line of said Section 24 a distance of 65.31 feet to the Point of Beginning.

Said Tract containing 489.8 square feet (0.01 acres), more or less.

For the purposes of construction, reconstructing, widening, improving, draining and maintaining a road or highway.

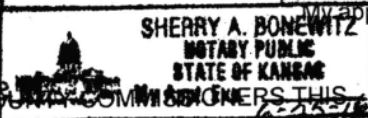
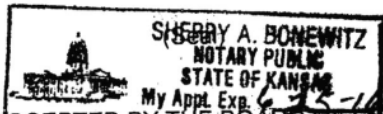
OWNER(S)


Roger F. Weidman


Marion L. Weidman

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

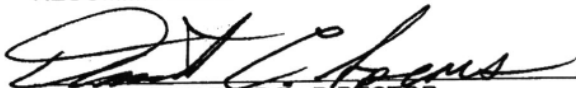
This instrument was acknowledged before me on 2/4 2013 by Roger F. and Marion L. Weidman.



Notary Public
My appointment expires: 6-25-16

ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS THIS 3 DAY OF April, 2013 16


RECOMMENDED:


DAVID C. SPEARS, P.E., DIRECTOR,
PUBLIC WORKS/COUNTY ENGINEER


APPROVED AS TO FORM:


ROBERT W. PARNACOTT, ASSISTANT
COUNTY COUNSELOR

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS


JAMES B. SKELTON
FIFTH DISTRICT

ATTEST:


KELLY B. ARNOLD, COUNTY CLERK



space reserves, and the overall density of the addition, including all Lots and Rights-of-Way and Open Space, does not exceed one Lot per five acres.

3. SF-20 Single-Family Residential District (“SF-20”)

a. Purpose. The purpose of the SF-20 Single-Family Residential District is to accommodate large Lot, Single-Family residential development and complementary land uses. The SF-20 District is generally compatible with the "Wichita 2030 Urban Growth Area" or "Small City 2030 Urban Growth Area" designations of the *Wichita-Sedgwick County Comprehensive Plan*. It is intended for application in unincorporated Sedgwick County, particularly in areas where some public services are available and where soils are capable of accommodating septic tanks.

b. Permitted Uses. The following Uses shall be permitted by-right in the SF-20 District.

(1) Residential Uses

Single-Family
Manufactured Home (only in the County and subject to Sec. III-D.6.1)
Group Home

(2) Public and Civic Uses

Church or Place of Worship
Day Care, Limited, subject to Sec. III-D.6.i
Golf Course
Parks and Recreation
Recycling Collection Station, Private, subject to Sec. III-D.6.q
School, Elementary, Middle and High
Utility, Minor

(3) Commercial Uses.

Wireless Communication Facility, subject to Sec. III-D.6.g

(4) Industrial, Manufacturing and Extractive Uses

Asphalt or Concrete Plant, Limited, subject to Sec. III-D.6.d

(5) Agricultural Uses

Agriculture, subject to Sec. III-D.6.b

c. Conditional Uses. The following Uses shall be permitted in the SF-20 District if reviewed and approved by the Planning Commission in accordance with the procedures and standards of Sec. V-D.

(1) Residential Uses

Accessory Apartment, subject to Sec. III-D.6.a
Group Residence, Limited and General

(2) Public and Civic Uses

Cemetery
Community Assembly

Correctional Facility, subject to Sec. III-D.6.h
Correctional Placement Residence, Limited and General, subject to Sec. III-D.6.h
Day Care, General, subject to Sec. III-D.6.i
Government Service
Hospital
Library
Neighborhood Swimming Pool, subject to Sec. III-D.6.aa
Safety Service
Utility, Major

(3) Commercial Uses

Airport or Airstrip
Bed and Breakfast Inn
Kennel, Hobby, and Boarding/Breeding/Training, subject to Sec. III-D.6.k
Parking Area, Ancillary, subject to Sec. III-D.6.p
Recreation and Entertainment, Indoor and Outdoor, subject to Sec. III-D.6.o
Recreational Vehicle Campground
Riding Academy or Stable

(4) Industrial, Manufacturing and Extractive Uses

Asphalt or Concrete Plant, General
Mining or Quarrying
Oil and Gas Drilling
Rock Crushing
Solid Waste Incinerator, subject to Sec. III-D.6.v

(5) Agricultural Uses

Agricultural Research
Agricultural Sales and Service

d. Property development standards. Each Site in the SF-20 District shall be subject to the following minimum property development standards. Setbacks and heights are for Principal Structures. See Sec. III-D.7.e for Setbacks and heights for Accessory Structures. See also Secs. III-E.2.e(2) and III-E.2.e(3) for Front Setbacks on unplatted tracts or major roadways. Compatibility standards in Secs. IV-C.4 and IV-C.5 may take precedence.

- (1) Minimum Lot Area:** 20,000 square feet; however, larger minimum Lot Area may be required per subdivision requirements for Uses served by sewage lagoons, subject to the special regulations of Sec. III-B.3.e
- (2) Minimum Lot Width:** 100 feet
- (3) Minimum Front Setback:** 25 feet
- (4) Minimum Rear Setback:** 25 feet
- (5) Minimum Interior Side Setback:** ten feet

(6) Minimum Street Side Setback: 20 feet

(7) Maximum Height: 35 feet; 45 feet if located at least 25 feet from all Lot Lines; no maximum height limit for barns, silos and other similar farm buildings; heights for Conditional Uses to be determined as part of the Conditional Use approval

e. Special SF-20 District regulations. The following special regulations shall apply to property in the SF-20 District.

(1) Lot Area requirements for nonresidential Uses and Uses served by private water supply. The minimum Lot Area requirement for residential uses served by private water supply shall be 40,000 square feet. The minimum Lot Area for nonresidential Uses shall be established by the Director of Sedgwick County Code Enforcement.

(2) Lot Area requirements for Uses served by sewage lagoons. The minimum Lot Area for Uses served by sewage lagoons shall be 4.5 acres, except that Lot Area for residential Lots may be reduced to a minimum of two acres if approved by the Director of Sedgwick County Code Enforcement, and if the Lot is included in a platted and recorded addition in which Lots are clustered in an arrangement with one or more open space reserves, and the overall density of the addition, including all Lots and Rights-of-Way and Open Space, does not exceed one Lot per five acres.

2900 W. 55th St. & Add Lots, Wichita, KS

County Map



DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein, in no event shall the data providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to, lost time, money, or goods, or any other loss or damages, arising from the use, operation or modification of the data. In using these data, users shall assume all liability for any and all losses or damages, including but not limited to, lost time, money, or goods, or any other loss or damages, arising from the use, operation or modification of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.

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Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174



2900 W. 55th St. S. - Wichita, KS 67217

Zoning - SF 20 - Single Family

**MH MANUFACTURED
HOUSING**

**SF-20
SINGLE
FAMILY**



55TH ST S

55TH ST S

**SF-20
SINGLE
FAMILY**

**SF-20
SINGLE
FAMILY**



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Aerial



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TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
5. The Real Estate is not offered contingent upon financing.
6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.

10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
11. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. To the extent permitted under applicable law, McCurdy has the right to establish all bidding increments.
17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (*If Applicable*)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (*If Applicable*)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (*If Applicable*)
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (*If Applicable*)
- All New Loan Charges (*If Obtaining Financing*)
- Lender's Title Policy Premiums (*If Obtaining Financing*)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (*If Applicable*)

