

PROPERTY INFORMATION PACKET

THE DETAILS



7716 E. Osie St. & Add. Lots | Wichita, KS 67207

AUCTION: Thursday, June 13th @ 12:00 PM

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION, LLC
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 2



MLS # 566592
Status Active
Contingency Reason
Property Type Industrial
Address 7716 E OSIE ST
Address 2
City Wichita
State KS
Zip 67207
County Sedgwick
Area 509
Asking Price \$0
Class Commercial/Ind/Bus
For Sale/Auction/For Rent Auction
Associated Document Count 3
Picture Count 31



GENERAL

List Agent - Agent Name and Phone	Megan Rae Niedens - OFF: 316-683-0612	Realtor.com Y/N	Yes
List Office - Office Name and Phone	McCurdy Auction, LLC - OFF: 316-683-0612	Display on Public Websites	Yes
Co-List Agent - Agent Name and Phone		Display Address	Yes
Co-List Office - Office Name and Phone		VOW: Allow AVM	Yes
Showing Phone	800-301-2055	VOW: Allow 3rd Party Comm	Yes
Sale/Lease		Virtual Tour Y/N	
Building Size SqFt	10,001 - 20,000	Days On Market	7
Number of Acres	3.16	Cumulative DOM	7
Zoning	Limited Ind	Cumulative DOMLS	
Parcel ID	20173-119-31-0-11-02-007.00		
# of Stories	ONE		
Apx Gross Building SqFt	17,130.00		
Apx Net Rentable SqFt	17,130.00		
Apx Min Available SqFt	17,130.00		
Apx Max Contiguous SqFt	17,130.00		
Apx Vacant SqFt	0.00		
Land SqFt	137,848.00		
Present Use of Bldg	BUSINESS		
Bldg on Leased Land			
Invest Package Available	No		
Year Built	1960		
Subdivision	LEVITT		
Legal	BEG SW COR LOT 1 N 353.70 FT E 112 FT S 6 FT E 81.55 FT S 347.70 FT TO S LI W 193.55 FT TO BEG BLOCK		
Sub-Agent Comm	0		
Buyer-Broker Comm	3		
Transact Broker Comm	3		
Variable Comm	Non-Variable		

DIRECTIONS

Directions E. Harry St & Rock Rd- South to Osie St, West to property.

FEATURES

LOADING DOCK	SIDEWALL HEIGHT	OWNER PAID EXPENSES	TERMS OF LEASE
Dock High	14 Ft to 16 Ft	External Building Repairs	No Leases
Exterior	Over 20 Ft	Electricity	DOCUMENTS ON FILE
Ramp	ROOF	Gas	Aerial Photos
RAIL	Flat Roof	Internal Building Repairs	Documents Online
None	UTILITIES AVAILABLE	Janitorial	Ground Water Addendum
OVERHEAD DOORS	Gas	Mechanical Repairs	Photographs
4 or More	City Water	Personal Property Tax	Plat
PARKING	City Sewer	Property Insurance	OWNERSHIP
Parking Lot	FLOORS	Real Estate Taxes	Trust
Parking Over 25	Carpet	Sewer	SHOWING INSTRUCTIONS

FEATURES

ROAD FRONTAGE City Secondary	Concrete Slab Tile	Site Maintenance Trash Water	Call Showing # LOCKBOX Other-See Private Remarks
LOCATION Freestanding	HEATING Forced Air Space Heater Unit Heater	ELECTRICAL Three Phase	TYPE OF LISTING Excl Right w/o Reserve
CONSTRUCTION Concrete-Block	COOLING Central Air	MISCELLANEOUS FEATURES Fire Escape Security Lights Wet Sprinkler System	AGENT TYPE Sellers Agent
	TENANT PAID EXPENSES None	PROPOSED FINANCING Other/See Remarks	FLOOD INSURANCE Unknown
			POSSESSION At Closing

FINANCIAL

Assumable Y/N	No
With Financing	
Value Land	
Value Improved	+13%
General Property Taxes	\$15,178.39
General Tax Year	2018
Special Taxes	5.58
Special Tax Year	2018
Special Balance	5.58
Gross Income	
Earnest \$ Deposited With	SECURITY 1ST TITLE

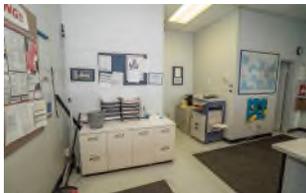
MARKETING REMARKS

Marketing Remarks This property is offered by Megan McCurdy Niedens with McCurdy Auction, LLC. Office: 316-683-0612 Email: mmccurdy@mccurdyauction.com **ONSITE & ONLINE REAL ESTATE AUCTION ON JUNE 13TH @ 12PM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE.** 17,130+/- Sq. Ft. commercial building that sits on 3 +/- acres off of Rock Rd. Formerly Daniel's Moving Company this property is located near multiple restaurants, stores, and the Kansas Turnpike! This limited industrial commercial property is not one to disappoint with a large parking area, three phase electrical, and offices on the second floor. This would be a great investment opportunity! **PROPERTY OVERVIEW** Zoned Limited Industrial, Concrete block construction, 14'-16' & 20'+ side wall heights, 17,130 Total Square Foot warehouse and office space, Lot size- 3.16 Acres, 3 drive-in bays with bumpers and locks on all doors, Additional overhead door with canopy, Exterior loading dock with loading ramp, Parking lot with over 25 parking spots, Parking lot recently had holes filled and graded, Wet sprinkler system, Electrical power- 480/ 3 Phase, Office space on second floor includes HVAC unit, Truck scale is operational and remaining with property *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. The real estate will be open for previewing one hour prior to the real estate auction, or by scheduled appointment. 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 \$30,000.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview	Yes
Method of Auction	Live w/Online Bidding	1 - Open/Preview Date	6/13/2019
Auction Location	7716 E. OSIE, WICHITA	1 - Open Start Time	11:00 AM
Auction Offering	Real Estate & Personal Property	1 - Open End Time	12:00 PM
Auction Date	6/13/2019	2 - Open for Preview	
Auction Start Time	12:00 PM	2 - Open/Preview Date	
Broker Registration Req	Yes	2 - Open Start Time	
Broker Reg Deadline	06/12/2019 by 5:00 PM	2 - Open End Time	
Buyer Premium Y/N	Yes	3 - Open for Preview	
Premium Amount	0.10	3 - Open/Preview Date	
Earnest Money Y/N	Yes	3 - Open Start Time	
Earnest Amount %/\$	30,000.00	3 - Open End Time	

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 2019 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information about the condition of the Property contained in this Statement;
 - (3) Ask the SELLER about any incomplete or inadequate responses;
 - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - (5) Review all other applicable documents concerning the Property;
 - (6) Conduct personal or professional inspections of the Property; and
 - (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

- A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

- 1. Approximate age of the Property: 60 YEARS
- 2. Appropriate date that SELLER acquired the Property: 2008
- 3. Does the SELLER currently occupy the Property? Yes No
 - A. If No, has the SELLER ever occupied the Property? Yes No
- 4. Is the SELLER current on the following assessments, charges, fees or payments relating to the Property:
 - A. Mortgage payments? Yes No
 - B. Property taxes? Yes No
 - C. Special assessments? Yes No
 - D. Other: _____ Yes No
- 5. What is the current zoning of the Property?

- 6. Are you aware of:
 - A. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? Yes No
 - B. Any declarations, deed restrictions, plan or plat requirements that have authority over the Property? Yes No
 - C. Any violation of laws or regulations affecting the Property? Yes No
 - D. Any existing or threatened legal action pertaining to the Property? Yes No
 - E. Any litigation or settlement pertaining to the Property? Yes No
 - F. Any current or future special assessments pertaining to the Property? Yes No
 - G. Any other conditions that may materially and adversely affect the value or desirability of the Property? Yes No
 - H. Any other condition that may prevent you from completing the sale of the Property? Yes No

I. Any leases on the Property? Yes No
If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations under the leases:

- J. Any party currently in possession of the Property or a portion of the Property other than the SELLER? Yes No
- K. Any construction, landscaping or surveying done on the Property within the last six months? Yes No
- L. Any additions, alterations, repairs or structural modifications made without the necessary permits? Yes No
- M. Any nuisance or other problems originating within the general vicinity of the Property? Yes No
- N. Any notices of nuisance abatement, citations or investigations regarding the Property? Yes No
- O. Any recent reappraisal, reclassification or revaluation of the Property for property tax purposes? Yes No
- P. Any public authority contemplating condemnation proceedings? Yes No
- Q. Any government rule limiting the future use of the Property other than existing zoning regulations? Yes No
- R. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property? Yes No
- S. Any interest in all or part of the Property that has been reserved by the previous owner? Yes No
- T. Any unrecorded interests affecting the Property? Yes No
- U. Anything that would interfere in passing clear title to the BUYER? Yes No
- V. If you have answered "Yes" to any of the questions in 6(A) through (V), please attach documentation and explain here:

W. Additional Comments:

Part 4. STRUCTURAL CONDITIONS:

1. Have there been any leaking or other problems with the roof, flashing or rain gutters? Yes No
A. If Yes, what was the date of the occurrence?: _____
2. Have there been any repairs to the roof, flashing or rain gutters? Yes No
A. If Yes, please provide the date of the repairs?: _____
3. Has there been any damage to the Property due to wind, fire or flood? Yes No
4. Are there any structural problems with the Property? Yes No
5. Is there any exposed wiring presently in any structures on the Property? Yes No
6. Are there any windows or doors that leak or have broken seals? Yes No
7. Do you have any knowledge of any damage to the Property caused by termites or wood infestation? Yes No
A. If Yes, is the Property currently under warranty? Yes No
B. If Yes, please name the company here: _____
8. Have you ever experienced or are you aware of any:
A. Movement, shifting, deterioration or other problems with the basement, foundation or walls? Yes No
B. Corrective action taken to remedy these conditions, including but not limited to bracing or piercing? Yes No
C. Water leakage or dampness in the Property? Yes No
D. Dry rot, wood rot or similar conditions on the wood of the Property? Yes No
E. Problems with driveways, fences, patios or retaining walls on the Property? Yes No
F. Any failure of the Property to comply with the Americans with Disabilities Act? Yes No

9. If you have answered Yes to any of the questions in this Part 4, attach any written documentation and explain here:

10. Additional Comments:

Part 5. LAND CONDITIONS:

- 1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency(FEMA)? Yes No
- 2. Are you aware of any drainage or flood problems on the Property or adjacent properties? Yes No
- 3. Have any neighbors complained that the Property causes drainage problems? Yes No
- 4. Is there fencing on the Property? Yes No
If Yes, does the fencing belong to the Property? Yes No
- 5. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? Yes No
- 6. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? Yes No
If Yes, is the Property owner responsible for the maintenance of any such shared features? Yes No
- 7. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? Yes No
- 8. If you have answered Yes to any of the questions in this Part 5, attach any written documentation and explain here:

9. Additional Comments:

Part 6. WATER AND SEWAGE SYSTEMS:

- 1. What is the water source on the Property? Public Water Private Water Well Cistern Other None
- 2. Does the Property have any sewage facilities on or connected to it? Yes No
- 3. Are you aware of any problems relating to the water systems or sewage facilities on the Property? Yes No
If Yes, please explain:

4. Additional Comments: *CITY SEWER*

Part 7. ELECTRICAL/GAS/HEATING AND COOLING SYSTEMS:

1. Is there electrical service connected to the Property? Yes No
2. Does the Property have heating systems? Yes No
 - A. If Yes, please specify: Electrical Fuel Oil Natural Gas Heat Pump Propane Other _____
3. Does the Property have air conditioning? Yes No
 - A. If Yes, please specify: Central Electric Central Gas Heat Pump Window Unit(s)
4. Does the Property have a water heater? Yes No
 - A. If Yes, please specify: Electric Gas Solar
5. Are you aware of any problems relating to the electrical, gas or heating and cooling systems on the Property? Yes No
If Yes, please explain:

6. Additional Comments:
THE WAREHOUSE HAS GAS HEATERS.
THE OFFICE HAS HVAC - I BELIEVE HEAT PUMP

Part 8. HAZARDOUS CONDITIONS:

1. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g. methane gas, radon gas, mold, methamphetamine production, radioactive material, landfill or toxic materials)? Yes No
2. Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property? Yes No
3. Are you aware of any previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? Yes No
4. Are you aware of any other environmental conditions on the Property? Yes No
5. Have any other environmental inspections or tests been conducted on the Property? Yes No
6. Are you aware of any aboveground or underground storage tanks on this Property? Yes No
7. If you have answered Yes to any of the questions in this Part 8, attach any written documentation and explain here:

8. Additional Comments:

Part 9. APPLIANCES, EQUIPMENT AND FIXTURES:

Indicate the condition of the following items by marking the appropriate box. Check only one box.

	NOT INCLUDED	WORKING	NOT. WORKING		NOT INCLUDED	WORKING	NOT WORKING
1. Air conditioning – central system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Lawn sprinkler(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Air conditioning – window units	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Security gate(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Air purifier system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Security system(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Dock leveler	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12. Smoke detector(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Elevator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Wiring system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Exhaust fans – Bathrooms	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Fire alarm(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Fire sprinkler(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

- The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- BUYER acknowledges that BUYER has read and received a signed copy of the Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
- BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
- BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised to have the Property examined by professional inspectors.
- BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the BUYER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

SELLER'S SIGNATURE _____ DATE 5/28/19

BUYER'S SIGNATURE _____ DATE

SELLER'S SIGNATURE _____ DATE

BUYER'S SIGNATURE _____ DATE

Approved by Board of Commissioners

JUN 16 1986

RESTRICTIVE COVENANT

Lot 1 and the East 25 feet of Lot 2, Block 2, Levitt Industrial Park.

RESTRICTIVE COVENANT AFFECTING ADDITION

THIS DECLARATION made this 30th day of May by hereinafter called the Grantor.

WITNESSETH

WHEREAS Grantor is owner of Lot 1 and the east 25 feet of Lot 2, Block 2 Levitt Industrial Park Addition to Wichita, which property is located near McConnell AFB and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon a resident's enjoyment of property and may, depending upon the degree of accoustical treatment of the dwelling, affect his health and/or well being, and

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

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

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

EXECUTED the date and year first above written.

STATE OF KANSAS SEDGWICK COUNTY FILED FOR RECORD AT 8:00 A.M.

JUN 30 1986

NO. 8 15110 PAT KETTLER REGISTER OF DEEDS

Ed Reed Deputy

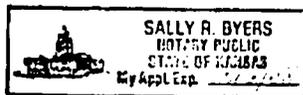
Ralph R. Hamilton Ann M. Hamilton

STATE OF KANSAS) SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid Ralph R. Hamilton and Ann M. Hamilton, his wife,

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

Dated at Wichita, Kansas, this 30th day of May, 19 86.



Notary Public

5.00 (SEAL) (My Appointment expires December 6, 1988) city clerk

STATE OF KANSAS
MADISON COUNTY
FILED FOR RECORD AT
MAY 9 1966
No. 9935
RUFUS E. DEERING
REGISTER OF DEEDS
P. B. Silber

PROTECTIVE COVENANTS

Conditions, Covenants, Restrictions, Reservations
and Easements affecting property of Levitt Jewelry
Co., Inc.

THIS DECLARATION, made this 6th day of May ,
1966, by Levitt Jewelry Co., Inc., hereinafter called the
Grantor or Corporation.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the real property
described in Clause I of this Declaration, and is desirous
of subjecting the real property described in Clause I to the
conditions, covenants, restrictions, reservations and
easements hereinafter set forth, each and all of which is and
are for the benefit of said property and for each owner thereof,
and shall inure to the benefit of and pass with said property,
and each and every parcel thereof, and shall apply to and bind
the successors in interest, and any owner thereof:

NOW, THEREFORE, Levitt Jewelry Co., Inc. hereby
declares that the real property described in and referred to
in Clause I hereof is, and shall be, held, transferred, sold,
conveyed and occupied subject to the conditions, covenants,
restrictions, reservations and easements hereinafter set
forth.

CLAUSE I

DEFINITION OF TERMS

"Building Site" shall mean any parcel of land upon
which a commercial or light industrial building or buildings
and appurtenant structures may be erected in conformance with
the requirements of these covenants and the ordinances of the
City of Wichita, Kansas.

"Corporation" or "Grantor" shall mean Levitt Jewelry
Co., Inc., its successors and assigns unless the context
indicates otherwise.

"Improvements" shall mean and include a commercial or light industrial building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, driveways, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above ground.

"Building Set Back Lines" shall mean the building set back lines now or hereafter shown on the plat of any lot.

"Side Building Site Line" shall mean the boundary or property line dividing two adjoining building sites.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements set forth herein is located in the County of Sedgwick, State of Kansas, and is more particularly described as follows, to-wit:

All of Levitt Industrial Park, an Addition to Wichita, Sedgwick County, Kansas, except Lots Two (2) and Four (4), Block Two (2) thereof,

plat of which is of record in the office of the Register of Deeds of Sedgwick County, Kansas.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure proper use and appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive

improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper set backs from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property.

CLAUSE III

GENERAL RESTRICTIONS

A. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to the said Levitt Industrial Park hereby restricted by reason of unsightliness or the excessive emission of odors, dust, fumes, smoke or noise.

B. Without otherwise limiting the provisions of Paragraph A of this Clause III, or any of the other terms and conditions of these restrictions, the buildings or premises, except as otherwise provided in these restrictive covenants, may be used for any use now or hereafter permitted under "E" Light Industrial District Regulations, "C" Commercial District Regulations, or "LC" Light Commercial District Regulations of the Zoning Ordinances of the City of Wichita, Kansas, except the following uses shall not be permitted:

1. Auto wrecking, salvage yards, used material yards, storage or baling of waste or scrap paper, rags, scrap metals, bottles or junk;
2. Bag cleaning;
3. Boiler and tank works;
4. Central mixing plant for asphalt, mortar, plaster or concrete;
5. Any heavy industrial activity.

C. Improvements erected on property subject to this declaration as described in Clause I hereof, shall not exceed forty-five (45) feet in height, provided, however,

that water towers or tanks, standpipes, penthouses or structures for housing elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain the buildings, fire or parapet walls, skylights, tanks, cooling or other towers, wireless, radio or television masts, roof signs, flagpoles, chimneys, smokestacks, gravity flow storage and/or mixing towers or similar structures may exceed this height with the written approval of the Grantor.

D. No improvements as herein defined shall be erected, placed or altered on any building site in said development until the building or other improvements plans, specifications, and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the improvements on the building site, giving due regard to the anticipated use thereof as same may affect adjoining structures, uses and operations, and as to location of the improvements with respect to topography, grade and finished ground elevation, by Levitt Jewelry Co., Inc., unless and until such right has been expressly assigned, and then such right will pass to such assignee; provided, however, that the Grantor, its successors or assigns, shall not be liable in damages to any one so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans, likewise any one so submitting plans to the Grantor for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover for any such damages against the Grantor. In the event Grantor fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been

submitted to it, this covenant will be deemed to have been fully complied with. If the construction or alteration of improvements or extension of trackage is begun in violation of the terms and conditions of this Paragraph D or without the written approval required in other paragraphs hereof and no suit to enjoin the erection, establishment or alteration of such improvements or extension of trackage has been commenced prior to the completion hereof, this covenant will be deemed to have been fully complied with.

E. No structures or buildings shall be located closer than twelve (12) feet to any side building site line or rear property line, it being the intent that an open area of at least twenty-four (24) feet shall exist between all adjacent but separately owned improvements, both at sides and rear.

F. No building or structures above ground shall extend beyond the building set back lines, and it is hereby declared that said area between the building lines and the property lines is to be used either for open landscaped and green areas, off street surfaced parking areas or driveways. If said area is to be landscaped, it shall be done attractively with lawn, trees, shrubs, etc., according to plans first approved in writing by the Grantor. If said area is to be used for off street parking, the parking arrangement and surfacing must likewise be approved in writing by the Grantor. Any landscaped areas shall be properly maintained thereafter in a sightly and well kept condition. Parking areas shall likewise be maintained in good condition.

G. It is contemplated that maneuvering of trucks and trailers be confined in as far as possible to the premises of each establishment. To that end, it is hereby provided that no loading dock extend beyond the building set back lines.

H. Power used in or developed or obtained for the operation of any establishment within the confines of the area

subjected to these restrictions shall be confined to electrical or substantially equivalent type of power using only oil, gasoline, gas or liquid petroleum products or similar combustible materials in its production, or other products which do not produce excessive smoke, odors or fumes.

I. For each light manufacturing, jobbing, warehousing, wholesaling or other use permitted in the area subject to these covenants, there shall be provided off street automobile parking facilities, such facilities to be approved in writing by Grantor but to be based generally, but not specifically, at the minimum rate of one parking space for each three employees to be employed on the premises by the original occupant thereof.

J. The outdoor storage of bulk commodities or machinery shall be confined to locations and subject to provisions of walls or screening thereof as approved in writing by the Grantor.

K. No billboards or advertising signs other than those identifying the name, business and products of the person or firm occupying the premises shall be permitted, except that a sign not to exceed ten (10) feet by twenty (20) feet in size offering the premises for sale or lease may be permitted.

L. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building lines established herein except upon approval in writing by the Grantor.

M. No oil drilling, oil development operations, refining, mining operations of any kind or quarrying shall be permitted upon or in any of the building sites subject to these covenants nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the building sites covered by these covenants. Fuel oil storage tanks as a part of the heating equipment of any

establishment shall be permitted only if located underground and in full compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters, and at a depth and in a location as approved by Grantor in writing. Bulk storage of all liquids including gasoline or petroleum products on the outside of buildings shall be permitted only upon written consent of Grantor in locations as approved by Grantor in writing and if same be underground at a depth as approved by Grantor in writing, and subject to compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters.

N. Whenever the written approval of the Grantor is required in connection with any improvements to be installed, erected or altered, or is otherwise required by the provisions of these covenants, same shall be governed by the conditions set forth in Paragraph D, Clause III hereof.

O. Each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantor and upon its successors and assigns and upon each of them and all parties and all persons claiming under them for a period of thirty (30) years from the 1st day of April, 1966, and automatically shall be continued thereafter for successive periods of 25 years each; provided, however, that the owners of 85% of the fee simple of the property subjected to these restrictive covenants, based on the number of square feet owned as compared to the total area restricted, may at any time release all or any part of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the Office of the

Register of Deeds of Sedgwick County, Kansas, and provided however, that no new restrictions may be placed on any of said land without the concurrence of the owners of all of it. A recordable certificate by an abstractor doing business in Sedgwick County, Kansas, as to the record ownership of the property hereby restricted and a recordable certificate by a registered or certified surveyor or engineer authorized to practice in the State of Kansas as to the square footage owned by the record owners as shown by said abstractor's certificate shall be deemed conclusive evidence of ownership of property and square footage thereof so owned and hereby restricted with regards to compliance with the provisions of this section.

P. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land, and Grantor or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Grantor and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so as to any subsequent

violation. The violation of these restrictions shall not defeat nor render invalid the lien or any mortgage (or deed of trust) made in good faith and for value.

Q. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED the day and year first above written.

LEVITT JEWELRY CO., INC.

By Wm. Levitt
President

ATTEST:

Elizabeth J. Flynn
Secretary

STATE OF KANSAS)
) ss.
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this 1st day of MAY , 1966, before me, a Notary Public in and for said County and State, personally appeared Wm. Levitt, President of Levitt Jewelry Co., Inc., a corporation, to me personally known to be the person who executed the foregoing instrument as President of said corporation, and such person duly acknowledged the execution of the same as President, for and on behalf of, and as the act and deed of said corporation.

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

Notary Public
Notary Public

My commission expires:

9-15-66
Notary Seal

MISC 579 PAGE 85

AVIGATIONAL EASEMENT

Approved by Board of Commissioners
this JUN 10 1986

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that Ralph R. Hamilton and Ann M. Hamilton

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

The east 25 feet of Lot 2 and all of Lot 1, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas.

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

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

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantor has signed these presents this 30th day of May 19 86.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
7:00 AM

Ralph R. Hamilton
Ralph R. Hamilton

Ann M. Hamilton
Ann M. Hamilton

JUN 30 1986

NO. 8 15109
PAT KETTLER
REGISTER OF DEEDS

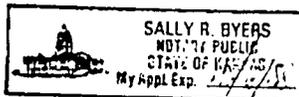
Ed Ross
Deputy

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid Ralph R. Hamilton and Ann M. Hamilton

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

Dated at Wichita, Kansas this 30th day of May, 19 86.



Sally R. Byers
Notary Public

(SEAL)

(My Appointment expires December 6, 1988)

5.00

city clerk

JUN 5 1986

8 09980

NO. PAT KETTLER
REGISTER OF DEEDS

MICROFILMED
OF RECORD

INGRESS - EGRESS EASEMENT AND COVENANT

WHEREAS, RALPH R. HAMILTON, and his wife, ANN M. HAMILTON (hereinafter collectively referred to as Hamilton), are the owners of certain real estate legally described as follows:

*Ed Reed
Deputy*

Lot One (1) and the East Twenty-Five Feet (25') of Lot Two (2) in Block Two (2), Levitt Industrial Park, Wichita, Sedgwick County, Kansas,

WHEREAS, Hamilton for purposes of development and/or sale has divided the above described real estate into two separate and distinct tracts described as follows:

TRACT ONE:

Lot 1, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas except and less Tract Two described below (hereinafter referred to as Tract One);

TRACT TWO:

That part of Lot 1, described as beginning at the S.W. corner of said Lot 1; thence north, along the west line of said Lot 1, 353.70 feet; thence east, parallel with the south line of said Lot 1, 112 feet; thence south, parallel with the west line of said Lot 1, 6 feet; thence east, parallel with the south line of said Lot 1, 81.55 feet; thence south, parallel with the west line of said Lot 1, 347.70 feet to the south line of said Lot 1; thence west, along the south line of said Lot 1, 193.55 feet to the place of beginning, Block 2, LEVITT INDUSTRIAL PARK, Wichita, Sedgwick County, Kansas (hereinafter referred to as Tract Two);

WHEREAS, Hamilton desires to establish a perpetual, reciprocal right-of-way over Tract One and Tract Two for access to and from Osie Street;

NOW, THEREFORE, Hamilton does hereby establish a perpetual, reciprocal ingress-egress easement, appurtenant to Tract One and Tract Two, over and upon portions of Tract One and Tract Two, as follows:

1. The location of the easement shall be over that part of Tract One and Tract Two described as follows:

Part of Lot 1, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas, described as commencing at the S.W. corner of said Lot 1; thence east, along the south line of said Lot 1, 178.55 feet for a place of beginning; thence continuing east, along the south line of said Lot 1, 60 feet; thence north, parallel with the west line of said Lot 1, 35 feet; thence west, parallel with the south line of said Lot 1, 30 feet; thence north parallel with the west line of said Lot 1, 312.70 feet; thence west, parallel with the south line of said Lot 1, 30 feet; thence south, parallel with the west line of said Lot 1, 347.70 feet to the place of beginning.

2. The owner(s) of Tract One and Tract Two shall cooperate with each other in attempting to obtain the City's approval to relocating the curb cut on Osie Street presently located immediately east of Tract Two so that it will be centered on the east property line of Tract Two. The owner(s) of Tract One and Tract Two shall share equally in the reasonable cost of relocating this curb cut to that location.

B10⁰²

RT 861167C Realty

3. Any continuing maintenance or necessary repairs required for proper upkeep of the easement roadway surface as established from time to time shall be born equally by the owners of Tract One and Tract Two.

4. This easement shall serve to access Tract One and Tract Two to Osie Street. Use of this easement is not confined to the present uses of Tract One or Tract Two, the present buildings thereon or present means of transportation. Vehicles shall not be parked on the easement areas.

5. It is the intent of Hamilton that this ingress-egress easement shall be a covenant running with the land and shall inure to the benefit of, and be binding upon, the respective heirs, executors, successors and assigns of Hamilton and all subsequent owners and tenants of any part or parcel of either Tract One or Tract Two of the real estate which is made subject to this easement. This easement is also appurtenant to any land that may hereafter come into common ownership with Tract Two and that is contiguous to Tract Two.

Ralph R. Hamilton

Ralph R. Hamilton

Ann Hamilton

Ann Hamilton

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on the 3rd day of June, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ralph R. Hamilton and Ann Hamilton, who are personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Mary S. Stucky

Notary Public

My Appointment Expires:
April 30, 1987



AMENDMENT TO INGRESS-EGRESS EASEMENT AND COVENANT
RECORDED AT FILM 803, PAGE 1285 and PAGE 1286

COMES NOW David W. Bueker and his wife, Carol Ann Bueker,
and Ralph R. Hamilton and his wife, Ann M. Hamilton, being all
the owners of TRACT ONE and TRACT TWO, which encompasses the
following described real estate:

Lot One (1) and the East Twenty-Five Feet (25') of
Lot Two (2) in Block Two (7), Levitt Industrial
Park, Wichita, Sedgwick County, Kansas,

as more particularly described and set forth in that particular
Ingress-Egress Easement and Covenant recorded for record in the
Register of Deeds Office for Sedgwick County, Kansas in Film
803 at Page 1285 and Page 1286, AND hereby amend said Easement
by adding a new paragraph six (6) as follows:

STATE OF KANSAS }
SEDGWICK COUNTY }
FILED FOR RECORD AT
4:00 P.M.

OCT 16 1986

NO. 8 39382

PAT KETTLER
REGISTER OF DEEDS

Ed Peralta
Deputy

If TRACT ONE or TRACT TWO is at a future date
subdivided into smaller tracts, then the obliga-
tions herein shall become appurtenant to and
burden only the owners of the Tract or Tracts
which remain contiguous with the easement, with
the cost of performing the obligations herein to
any particular Tract owner being limited to the
cost of paving or maintaining that portion of the
easement contiguous to such owners Tract or
Tracts, in equal shares with the owner of the
Tract or Tracts contiguous with the opposite side
of the easement.

EXCEPT as hereinabove expressly modified, the terms and
obligations as set forth in said Easement are hereby ratified,
reaffirmed and republished.

David W. Bueker
David W. Bueker

Ralph R. Hamilton
Ralph R. Hamilton

Carol Ann Bueker
Carol Ann Bueker

Ann M. Hamilton
Ann M. Hamilton

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the 24 day of September,
1986, before me, the undersigned, a Notary Public in and for the
County and State aforesaid, came David W. Bueker and
Carol Ann Bueker, his wife, and 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 WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal, the day and year last above written.

Deborah Twellman
Notary Public, Deborah Twellman

My Appointment Expires _____

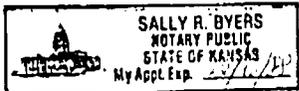


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STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the 10th day of OCTOBER, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ralph R. Hamilton and Ann M. Hamilton, his wife, and 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Sally R. Byers
Notary Public

My Appointment Expires:

DECEMBER 6, 1988

STATE OF KANSAS }
SEDGWICK COUNTY }
FILED FOR RECORD AT

MICROFILMED
OF RECORD

810803 PAGE 1287

JUN 5 1986

NO. 8 09981

PAT KETTLEB
REGISTER OF DEEDS

INGRESS - EGRESS EASEMENT AND COVENANT

WHEREAS, RALPH R. HAMILTON, and his wife, ANN M. HAMILTON (hereinafter collectively referred to as Hamilton), are the owners of certain real estate legally described as follows:

*Ed Pasaal
Deputy*

Lot One (1) and the East Twenty-Five Feet (25') of Lot Two (2) in Block Two (2), Levitt Industrial Park, Wichita, Sedgwick County, Kansas,

WHEREAS, Hamilton for purposes of development and/or sale has divided the above described real estate into two separate and distinct tracts described as follows:

TRACT ONE:

Lot 1, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas except and less Tract Two described below (hereinafter referred to as Tract One);

TRACT TWO:

That part of Lot 1, described as beginning at the S.W. corner of said Lot 1; thence north, along the west line of said Lot 1, 353.70 feet; thence east, parallel with the south line of said Lot 1, 112 feet; thence south, parallel with the west line of said Lot 1, 6 feet; thence east, parallel with the south line of said Lot 1, 81.55 feet; thence south, parallel with the west line of said Lot 1, 347.70 feet to the south line of said Lot 1; thence west, along the south line of said Lot 1, 193.55 feet to the place of beginning, Block 2, LEVITT INDUSTRIAL PARK, Wichita, Sedgwick County, Kansas (hereinafter referred to as Tract Two);

WHEREAS, Hamilton desires to establish a perpetual right-of-way over Tract One for access between Tract Two and Longfellow Lane;

NOW, THEREFORE, Hamilton does hereby establish a perpetual ingress-egress easement, appurtenant to Tract Two, over and upon Tract One, as follows:

1. The initial location of the easement shall be over that part of Tract One described as follows:

A strip of land, 30 feet wide, running parallel to the south line of Tract One, extending from the east line of Tract Two to Longfellow Lane and located so that the easement area extends through an existing curb cut on Longfellow Lane and the north line of the easement area joins the east line of Tract Two approximately 8 feet south of the northeast corner of Tract Two.

2. The right is reserved herein to the owner(s) of Tract One to change the placement or location of the easement to such other place over and upon Tract One as the owner(s) of Tract One shall determine in such owners discretion from time to time; provided, however, that the following requirements must be satisfied:

- (a) The easement shall extend from the east boundary of Tract Two over and upon Tract One to the right-of-way of and through a curb cut opening to Longfellow Lane;
- (b) The easement shall have a continuing width of 30 feet; and
- (c) The easement shall be improved with an all weather paved surface capable of handling the largest trucks which can legally use public streets and highways, at the initial expense of the owner(s) of Tract One.

8600 RT 861167C Realty

3. If and when the owner(s) of Tract One exercises such owner's right to reestablish the easement at another location as provided in paragraph 2 above, the owner(s) of Tract One shall be allowed a reasonable time for reconstruction of the easement, but such time shall not exceed thirty (30) days. At least thirty (30) days prior to commencing the relocation, the owner(s) of tract One shall notify the owner(s) of Tract Two of the proposed relocation and the probable commencement and completion dates of the reconstruction. The relocation of this easement shall become effective upon the completion of the reconstruction of the paved surface for the easement.

4. Any continuing maintenance or necessary repairs required for proper upkeep of the easement roadway surface as established from time to time shall be born equally by the owners of Tract One and Tract Two.

5. This easement shall serve to access Tract Two to Long-fellow Lane, but shall not inure to the exclusive use of the owner(s) of Tract Two, it being the intent of Hamilton that the owner(s) of Tract One shall also have the use of this easement for ingress-egress to Tract One as well. Use of this easement is not confined to the present uses of Tract One or Tract Two, the present buildings thereon or present means of transportation. Vehicles shall not be parked on the easement area.

6. It is the intent of Hamilton that this ingress-egress easement shall be a covenant running with the land and shall inure to the benefit of and be binding upon the respective heirs, executors, successors and assigns of Hamilton and all subsequent owners and tenants of any part or parcel of either Tract One or Tract Two of the real estate which is made subject to this easement.


Ralph R. Hamilton


Ann Hamilton

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on the 3rd day of June, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ralph R. Hamilton and Ann Hamilton, who are personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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


Notary Public

My Appointment Expires:

April 30, 1987



AMENDMENT TO INGRESS-EGRESS EASEMENT AND COVENANT
RECORDED AT FILM 803, PAGE 1287 and PAGE 1288

COMES NOW David W. Bueker and his wife, Carol Ann Bueker,
and Ralph R. Hamilton and his wife, Ann M. Hamilton, being all
the owners of TRACT ONE and TRACT TWO, which encompasses the
following described real estate:

Lot One (1) and the East Twenty-Five Feet (25') of
Lot Two (2) in Block Two (2), Levitt Industrial
Park, Wichita, Sedgwick County, Kansas,

as more particularly described and set forth in that particular
Ingress-Egress Easement and Covenant recorded for record in the
Register of Deeds Office for Sedgwick County, Kansas in Film
803 at Page 1287 and Page 1288, AND hereby amend said Ease-
ment by adding a new paragraph seven (7) as follows:

STATE OF KANSAS }
SEDGWICK COUNTY } OF.
FILED FOR RECORD AT }
7:00 P.M. }
OCT 16 1986 }
8 39383 }
NO. }
PAT KETTLER }
REGISTER OF DEEDS }

IF TRACT ONE or TRACT TWO is at a future date
subdivided into smaller tracts, then the obliga-
tions herein shall become appurtenant to and
burden only the owners of the Tract or Tracts
which remain contiguous with the easement, with
the cost of performing the obligations herein to
any particular Tract owner being limited to the
cost of paving or maintaining that portion of the
easement contiguous to such owners Tract or
Tracts, in equal shares with the owner of the
Tract or Tracts contiguous with the opposite side
of the easement.

*Ed. Ross
Deputy*

EXCEPT as hereinabove expressly modified, the terms and
obligations as set forth in said Easement are hereby ratified,
reaffirmed and republished.

David W. Bueker

David W. Bueker

Ralph R. Hamilton

Ralph R. Hamilton

Carol Ann Bueker

Carol Ann Bueker

Ann M. Hamilton

Ann M. Hamilton

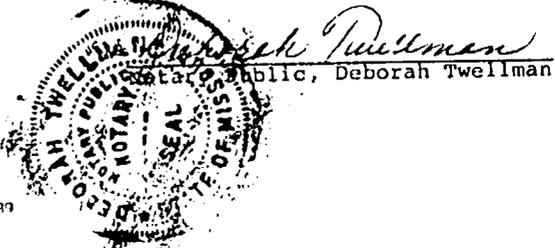
STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the 24 day of September,
1986, before me, the undersigned, a Notary Public in and for the
County and State aforesaid, came David W. Bueker and
Carol Ann Bueker, his wife, and 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 WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal, the day and year last above written.

My Appointment Expires:

DERORAH TWEELMAN
Notary Public, State of Kansas
Commissioned in Jackson County
My Commission Expires September 10, 1990

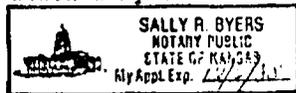


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STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the 6th day of OCTOBER, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ralph R. Hamilton and Ann M. Hamilton, his wife, and 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Sally R. Byers
Notary Public

My Appointment Expires:

DECEMBER 6, 1988

EXHIBIT C

INGRESS - EGRESS EASEMENT AND COVENANT

WHEREAS, RALPH R. HAMILTON, and his wife, ANN M. HAMILTON (hereinafter collectively referred to as Hamilton), are the owners of certain real estate legally described as follows:

STATE OF KANSAS }
 SEDGWICK COUNTY }
 FILED FOR RECORD AT }
 10:00 }
 NOV 18 1986 }
 8 45991 }
 NO. }
 PAT KETTLER }
 REGISTER OF DEEDS }
 Ed. Pena }
 Deputy }
 Lot One (1) and the East Twenty-Five Feet (25') of Lot Two (2) in Block Two (2), Levitt Industrial Park, Wichita, Sedgwick County, Kansas, LESS AND EXCEPT That part of Lot 1, described as beginning at the S.W. corner of said Lot 1; thence north; along the west line of said Lot 1, 353.70 feet; thence east, parallel with the south line of said Lot 1, 112 feet; thence south, parallel with the west line of said Lot 1, 6 feet; thence east, parallel with the south line of said Lot 1, 81.55 feet; thence south, parallel with the west line of said Lot 1, 347.70 feet to the south line of said Lot 1; thence west, along the south line of said Lot 1, 193.55 feet to the place of beginning, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas.

WHEREAS, Hamilton for purposes of development and/or sale has divided the above described real estate into two separate and distinct tracts described as follows:

TRACT ONE:

Lot One (1) and the East Twenty-Five Feet (25') of Lot Two (2) in Block Two (2), Levitt Industrial Park, Wichita, Sedgwick County, Kansas, LESS AND EXCEPT That part of Lot 1, described as beginning at the S.W. corner of said Lot 1; thence north; along the west line of said Lot 1, 353.70 feet; thence east, parallel with the south line of said Lot 1, 112 feet; thence south, parallel with the west line of said Lot 1, 6 feet; thence east, parallel with the south line of said Lot 1, 81.55 feet; thence south, parallel with the west line of said Lot 1, 347.70 feet to the south line of said Lot 1; thence west, along the south line of said Lot 1, 193.55 feet to the place of beginning, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas; and LESS AND EXCEPT Tract Two described below.

TRACT TWO:

The east 25 feet of Lot 2 and that part of Lot 1, described as commencing at the N.E. Corner of said Lot 1; thence west, along the north line of said Lot 1, 169 feet for a place of beginning; thence southeasterly, 383.39 feet to a point 156.45 feet west and 347.70 feet north of the S.E. Corner of said Lot 1; thence west, parallel with the south line of said Lot 1, 81.55 feet; thence north, parallel with the west line of said Lot 1, 6 feet; thence west, parallel with the south line of said Lot 1, 112 feet to the west line of said Lot 1; thence north, along the west line of said Lot 1, 377.30 feet to the N.W. Corner of said Lot 1; thence east, along the north line of said Lot 1, 181 feet to the place of beginning, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas.

WHEREAS, Hamilton desires to establish a perpetual, reciprocal right-of-way over TRACT ONE and TRACT TWO for access to and from Harry Street;

NOW, THEREFORE, Hamilton does hereby establish a perpetual, reciprocal ingress-egress easement, appurtenant to TRACT ONE and TRACT TWO, over and upon portions of TRACT ONE and TRACT TWO, as follows:

790

Rec'd to Title

RT 2-22173

1. The location of the easement shall be over that part of TRACT ONE and TRACT TWO described as follows:

An easement 30 feet in width, being 15 feet left and right of the following described center-line: Beginning at a point on the north line of Lot 1, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas, said point being 169 feet west of the N.E. Corner thereof; thence southeasterly, 383.39 feet to a point 156.45 feet west and 347.70 feet north of the S.E. Corner of said Lot 1 to the terminus of said center-line.

More commonly defined, this easement extends 15 feet East and 15 feet West of and along the entire east boundary line of TRACT TWO to form a 30 foot ingress-egress easement.

2. The owner(s) of TRACT ONE and TRACT TWO shall share equally in the cost of opening and paving the curb cut to Harry street, which curb cut has heretofore been authorized by the City of Wichita and approved.

3. The easement shall be improved with an all weather paved surface capable of handling the largest trucks which can legally use public streets and highways, and the costs of said improvement shall be shared equally by the owner(s) of TRACT ONE and TRACT TWO.

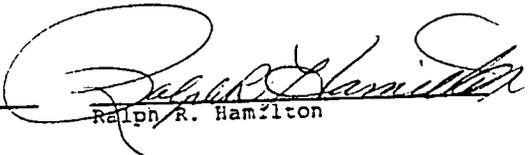
4. Any continuing maintenance or necessary repairs required for proper upkeep of the easement roadway surface shall be shared equally by the owner(s) of TRACT ONE and TRACT TWO.

5. If TRACT ONE or TRACT TWO is at a future date subdivided into smaller tracts, then the obligations herein shall become appurtenant to and burden only the owners of the Tract or Tracts which remain contiguous with the easement, with the cost of performing the obligations herein to any particular Tract owner being limited to the cost of paving or maintaining that portion of the easement contiguous to such owners Tract or Tracts, in equal shares with the owner of the Tract or Tracts contiguous with the opposite side of the easement.

6. This easement shall serve to access TRACT ONE and TRACT TWO to Harry street and an existing ingress-egress easement of the same width centered and contiguous with this easement on its south end, which easement provides access to Osie street. Use of this easement is not confined to the present uses of TRACT ONE or TRACT TWO, the present buildings thereon or present means of transportation. Vehicles shall not be parked on the easement areas.

7. It is the intent of Hamilton that this ingress-egress easement shall be a covenant running with the land and shall inure to the benefit of, and be binding upon, the respective heirs, executors, successors and assigns of Hamilton and all subsequent owners and tenants of any part or parcel or either TRACT ONE or TRACT TWO of the real estate which is made subject to this easement.


Ann Hamilton


Ralph R. Hamilton

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on the 12th day of August, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ralph R. Hamilton and Ann Hamilton, who are personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged the execution of same.

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

My Appointment Expires:

7-02-90

Lori A. West
Notary Public



AFFIDAVIT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Twonette Thompson, of lawful age, states that she is
Estimator of Kansas Gas and Electric Company; that pursuant to
(Title)
the provisions of the original contract to supply electric service to the property
legally described as:

NE 1/4, Section 31, Township 27 South, Range 2 East
Lot 1, Block 2, Levitt Industrial Park
Commonly known as 1617 South Longfellow

in Sedwick County, Kansas,

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

SEE EXHIBIT "A"

STATE OF KANSAS } SS
SEDGWICK COUNTY }
FILED FOR RECORD AT
8:00 AM

JUN 21 89 1014559

PAT KETTLER
REGISTER OF DEEDS

*Ed Resad
Deputy*

Further, affiant saith not.

Twonette Thompson
Signed Twonette Thompson, Estimator

Subscribed and sworn to before me a notary public in and for said County and
State, this 9th day of June 19 89

A. Ruth Farmer
Notary Public
A. Ruth Farmer

My commission expires October 16, 1991

2.00 CA
KGAE Box 208 67201

A. RUTH FARMER
NOTARY PUBLIC
STATE OF KANSAS

LEONARD MITCHELL

8 HARRY

LEVITT INDUSTRIAL
PARK

BIK 2 LOT 1

NO SCALE

EXHIBIT "A"

338 ±

8 KGIE 10' ESMT



172' ±

LONG FELLOW

8

40' 40'



NE 1/4
S-31
T 27 S
R 2 E

EASEMENT

THIS EASEMENT made this 3rd day of June, 1986, by and between Ralph R. Hamilton and Ann M. Hamilton

of the first part and the City of Wichita, of the second part.

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

The east 2 feet of the west 10 feet of Lot 1, and the west 2 feet of the east 10 feet of Lot 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas.

STATE OF KANSAS } SS
SEDGWICK COUNTY }
FILED FOR RECORD AT
9 11 A M

JUN 5 1986

NO. 8 09982

PAT KETTLER
REGISTER OF DEEDS

MICROFILMED
OF RECORD

Ed Reed
Deputy

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

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

Ralph R. Hamilton
Ralph R. Hamilton
Ann M. Hamilton
Ann M. Hamilton

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Be it remembered that on this 3rd day of June, 1986, before me, a notary public in and for said County and State, came Ralph R. Hamilton and Ann M. Hamilton, his wife to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

SEAL

Mary S. Stucky
Notary Public



My Commission expires: April 30, 1987
85-00 RT 861167C *CR*

Approved / Accepted By City Council

This DEC 8 1987

EASEMENT

THIS EASEMENT made this 2nd day of October
1987, by and between Ralph R. Hamilton and Ann Hamilcon, husband
and wife,
of the first part and the City of Wichita, of the second part.

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

The east 10 feet of Lot 1, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas, except the north 140 feet thereof.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
8:00 AM

DEC 22 1987
9 23900

NO.
PAT KETTLER
REGISTER OF DEEDS

*Ed Reed
Deputy*

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

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

Ralph R. Hamilton
Ralph R. Hamilton

Ann Hamilton
Ann Hamilton

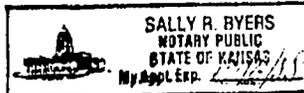
STATE OF KANSAS) SS
SEDGWICK COUNTY)

Be it remembered that on this 2nd day of October, 1987, before me, a notary public in and for said County and State, came Ralph R. Hamilton and Ann Hamilton, husband and wife

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

SEAL

Sally R. Byers
Notary Public
Sally R. Byers



My Commission Expires:

goc
city clerk

Approved by Board of Commissioners
this JUL 22 1986

EASEMENT

THIS EASEMENT made this 29th day of May,
1986, by and between Ralph R. Hamilton and Ann M. Hamilton

of the first part and the City of Wichita, of the second part.

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

The east 2 feet of the west 10 feet of Lot 1, and the west 2 feet of the east 10 feet of Lot 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas, all in Block 2.

STATE OF KANSAS }
SEDGWICK COUNTY }
FILED FOR RECORD AT
8:00 AM

AUG 8 1986

NO. 8 24445
PAT KETTLER
REGISTER OF DEEDS

*Ed Reed
Deputy*

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

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

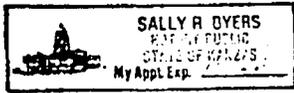
Ralph R. Hamilton
Ann M. Hamilton
Ralph R. Hamilton
Ann M. Hamilton

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Be it remembered that on this 29th day of May,
1986, before me, a notary public in and for said County and State,
came Ralph R. Hamilton and Ann M. Hamilton, his wife
to me personally known to be the same person(s) who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

SEAL

Sally R. Dyers
Notary Public



My Commission expires: 1987

Approved / Accepted By City Council

This OCT 27 1987

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that Ralph R. Hamilton and Ann Hamilton, husband and wife

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

That part of Lot 1, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas, described as commencing at the N.E. Corner of said Lot 1; thence west along the north line of said Lot 1, 169 feet; thence southeasterly along a line which extended would intersect a point 156.45 feet west and 347.70 feet north of the S.E. Corner of said Lot 1, a distance of 140.03 feet for a place of beginning; thence east parallel with the north line of said Lot 1, 164.42 feet more or less to a point on the east line of said Lot 1; thence south 591 feet to the S.E. Corner of said Lot 1; thence west along the south line of said Lot 1, 156.45 feet; thence north parallel with the east line of said Lot 1, 347.70 feet; thence northwesterly 243.36 feet more or less to the place of beginning.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
11:00 P.M.

NOV 5 1987
9 16419

NO
PAT KETTLER
REGISTER OF DEEDS

*Ed P...
Deputy*

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

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

To have and to hold said easement forever.

IN WITNESS WHEREOF: The grantor has signed these presents this 16th day of SEPTEMBER, 19 87.

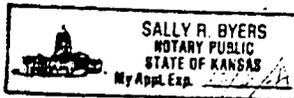
Ralph R. Hamilton
Ralph R. Hamilton
Ann M. Hamilton
Ann Hamilton

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid Ralph R. Hamilton and Ann Hamilton, husband and wife

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

Dated at Wichita, Kansas this 16th day of SEPTEMBER, 19 87.



Sally R. Byers
Notary Public
Sally R. Byers

(SEAL)

(My Appointment expires _____)

5.00
city check

Approved / Accepted By City Council
UCI 2 1307

RESTRICTIVE COVENANT

This _____

RESTRICTIVE COVENANT AFFECTING See Attachment ADDITION

THIS DECLARATION made this 16th day of September 1987 by Ralph R. Hamilton and, hereinafter called the Grantor.
Ann Hamilton, husband and wife

WITNESSETH

WHEREAS, Grantor is owner of See Attachment
Addition to Wichita, which property
is located near McConnell Air Force Base and is accordingly
subject to considerable noise from the operation of aircraft, and
is exposed at times to aircraft noise which may infringe upon a
resident's enjoyment of property and may, depending upon the degree
of accoustical treatment of the dwelling, affect his health and/or
well being, and

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

NOW THEREFORE, Grantor, hereby declares that See Attachment
Addition, shall be and the same is subjected to the following re-
strictive covenant, to-wit:

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

EXECUTED the date and year first above written.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
8:00

NOV 5 1987
9 16420

NO. PAT KETTLER
REGISTER OF DEEDS

Ed Reed
Notary

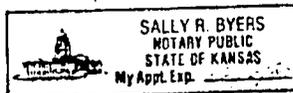
Ralph R. Hamilton
Ralph R. Hamilton
Ann M. Hamilton
Ann Hamilton

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the
County and State aforesaid Ralph R. Hamilton and Ann Hamilton,
husband and wife,

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

Dated at Wichita, Kansas, this 16th day of September, 1987.



Sally R. Byers
Notary Public
Sally R. Byers

600

(SEAL)
(My Appointment expires _____)

City of Wichita

Attachment for Name
Consent with L/S 0721

That part of Lot 1, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas, described as commencing at the N.^w Corner of said Lot 1; thence west along the north line of said Lot 1, 169 feet; thence southeasterly (along a line which extended would intersect a point 156.45 feet west and 347.70 feet north of the S.E. Corner of said Lot 1), a distance of 140.03 feet for a place of beginning; thence east parallel with the north line of said Lot 1, 164.42 feet more or less to a point on the east line of said Lot 1; thence south 591 feet to the S.E. Corner of said Lot 1; thence west along the south line of said Lot 1, 156.45 feet; thence north parallel with the east line of said Lot 1, 347.70 feet; thence northwesterly 243.36 feet more or less to the place of beginning.

Approved: Accepted By City Council
This OCT 27 1987

STATE OF KANSAS
SEDCWICK COUNTY
FILED FOR RECORD AT
OCT 28 1987

NOV 5 1987

NO. 9 16421
PAT KETTLER
REGISTER OF DEEDS

Ed P... Deputy

LOT SPLIT

- (A.) That part of Lot 1, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas, described as commencing at the N.E. Corner of said Lot 1; thence west along the north line of said Lot 1, 169 feet; thence southeasterly (along a line which extended would intersect a point 156.45 feet west and 347.70 feet north of the S.E. Corner of said Lot 1), a distance of 140.03 feet for a place of beginning; thence continuing southeasterly along the last described line, 150.04 feet; thence east, parallel with the north line of said Lot 1, 159.50 feet more or less to a point on the east line of said Lot 1; thence north along the east line of said Lot 1, 150 feet; thence west, 164.42 feet more or less to the place of beginning.
- (B.) That part of Lot 1, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas, described as commencing at the N.E. Corner of said Lot 1; thence west along the north line of said Lot 1, 169 feet; thence southeasterly (along a line which extended would intersect a point 156.45 feet west and 347.70 feet north of the S.E. Corner of said Lot 1), a distance of 290.07 feet for a place of beginning; thence east parallel with the north line of said Lot 1, 159.50 feet more or less to a point on the east line of said Lot 1; thence south along the east line of said Lot 1, 321 feet, more or less to a point 120 feet north of the S.E. Corner of said Lot 1; thence west, parallel with the south line of said Lot 1, 156.45 feet; thence north, parallel with the east line of said Lot 1, 227.7 feet; thence northwesterly 93.33 feet more or less to the place of beginning.
- (C.) That part of Lot 1, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas, described as beginning at the S.E. Corner of said Lot 1; thence north along the east line of said Lot 1, 120 feet; thence west parallel with the south line of said Lot 1, 156.45 feet; thence south, parallel with the east line of said Lot 1, 120 feet to a point on the south line of said Lot 1; thence east, 156.45 feet to the place of beginning.

City of Wichita) _____
Sedgwick County) 58 L/S No. 0721
State of Kansas) _____ Copy 1 of 4



I, Jack H. Galbraith, Chief Planner, Wichita - Sedgwick County Planning Area Planning Department, do hereby certify that under the Authority granted in the Subdivision Rules and Regulations that the lot split to which this stamp is affixed has been approved.

Given under my hand and seal, this 14th day of

October, 1987.

Jack H. Galbraith
Jack H. Galbraith

6.00 city clerk

Approved / Accepted By City Council

This DEC 8 1987

EASEMENT

THIS EASEMENT made this 2nd day of October
1987, by and between Ralph R. Hamilton and Ann Hamilcon, husband
and wife,
of the first part and the City of Wichita, of the second part.

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

The east 10 feet of Lot 1, Block 2, Levitt Industrial Park, Wichita, Sedgwick County, Kansas, except the north 140 feet thereof.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
8:00 AM

DEC 22 1987
9 23900

NO.
PAT KETTLER
REGISTER OF DEEDS

*Ed Reed
Deputy*

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

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

Ralph R. Hamilton
Ralph R. Hamilton

Ann Hamilton
Ann Hamilton

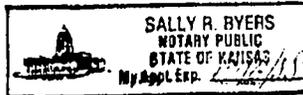
STATE OF KANSAS) SS
SEDGWICK COUNTY)

Be it remembered that on this 2nd day of October, 1987, before me, a notary public in and for said County and State, came Ralph R. Hamilton and Ann Hamilton, husband and wife

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

SEAL

Sally R. Byers
Notary Public
Sally R. Byers



My Commission Expires:

goc
city clerk

AFFIDAVIT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Twonette Thompson, of lawful age, states that she is
Estimator of Kansas Gas and Electric Company; that pursuant to
(Title)
the provisions of the original contract to supply electric service to the property
legally described as:

NE 1/4, Section 31, Township 27 South, Range 2 East
Lot 1, Block 2, Levitt Industrial Park
Commonly known as 1617 South Longfellow

in Sedwick County, Kansas,

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

SEE EXHIBIT "A"

STATE OF KANSAS } SS
SEDGWICK COUNTY }
FILED FOR RECORD AT
8:00 AM

JUN 21 89 1014559

PAT KETTLER
REGISTER OF DEEDS

*Ed Resad
Deputy*

Further, affiant saith not.

Twonette Thompson
Signed Twonette Thompson, Estimator

Subscribed and sworn to before me a notary public in and for said County and
State, this 9th day of June 19 89

A. Ruth Farmer
Notary Public
A. Ruth Farmer

My commission expires October 16, 1991

2-00 CA
KGAE Box 208 67201

A. RUTH FARMER
NOTARY PUBLIC
STATE OF KANSAS

Leonard Mitchell

8 HARRY

LEVITT INDUSTRIAL
PARK

BIK 2 LOT 1

NO SCALE

EXHIBIT "A"

338 ±

8 KGIE 10' ESMT



172' ±

LONG FELLOW

8

40' 40'



NE 1/4
S-31
T 27 S
R 2 E

RESOLUTION

A RESOLUTION DECLARING HARRY STREET FROM EAST LINE OF EASTMOOR TO THE EAST LINE OF FABRIQUE EAST A MAJOR TRAFFIC STREET; DECLARING THE INTENTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, TO IMPROVE AND REIMPROVE SAID STREET; DESCRIBING IN GENERAL TERMS THE IMPROVEMENT AND REIMPROVEMENT TO BE MADE; PROVIDING FOR THE PAYMENT THEREOF AND REQUIRING THE CITY ENGINEER TO SUBMIT PLANS, SPECIFICATIONS, AND A PRELIMINARY ESTIMATE THEREFOR. BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the governing body of the City of Wichita, Kansas, hereby declares Harry Street from east line of Eastmoor to the east line of Fabrique East to be a major traffic street.

SECTION 2. That the governing body of the City of Wichita, Kansas, hereby declares its intention of improving and reimproving said Harry Street, from east line of Eastmoor to the east line of Fabrique East.

SECTION 3. That the general character of the improvement to be made in said Harry Street from east line of Eastmoor to the east line of Fabrique East shall be as follows:

Remove existing pavement, driveway approaches, and sidewalks. Construct drainage facilities as required. Construct sidewalks as necessary. Pave for a width of forty-four (44) feet from gutter line to gutter line with asphaltic concrete pavement; combined curb and gutter to be constructed on each side of said pavement. The gutter to be two (2) feet in width making a total roadway of forty-eight (48) feet. Said pavement shall consist of a two (2) inch asphaltic concrete driving surface placed on an eight (8) inch asphaltic concrete base. Provide additional lanes and channelization at the major intersections.

SECTION 4. All costs and expenses, except drainage, of said improvement and reimprovement provided for in Section 3 when ascertained shall be borne 50% by the City at large and 40% shall be assessed against the adjacent real property without regard to improvements, to the middle of the block on either side; and to unplatted territory, as provided in K.S.A. 12-606 and amendments thereto. The cost of the drainage shall be paid for by the City at Large.

SECTION 5. The method of apportioning the cost of said improvement to the owners of land liable for assessment therefor shall be the value of land, without regard to improvements, as determined by three appraisers appointed by the City Commission.

SECTION 6. That the method of assessment described in Section 5 is reasonable and imposes an equal burden or share of the cost upon property similarly benefited.

SECTION 7. That portion of the cost to be paid for by the City at large shall be paid out of the fund for improvement and maintenance of streets or by issuance of bonds.

SECTION 8. That the City Engineer, under the direction of the City Manager, shall prepare plans and specifications for said improvement and reimprovement and a preliminary estimate therefor, which plans, specifications, and preliminary estimate shall be presented to and filed with the governing body for its approval.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published three times in the official paper and shall become effective from and after its third publication therein.

SECTION 10. This improvement being made as provided for and authorized by K.S.A. 13-10,115.

ADOPTED in Wichita, Kansas, this 27th day of December, 1977.

Tony Casado
MAYOR TONY CASADO

ATTENT:
Donald C. Gisick
CITY CLERK DONALD C. GISICK
(SEAL)

State of Kansas)
Sedgewick County, ss
City of Wichita
I, *Donald C. Gisick*, City Clerk of the City of Wichita,
do hereby certify that the foregoing is a true and correct copy of the
resolution of the governing body of the City of Wichita,
Kansas, passed and adopted on the 27th day of December, 1977,
and that the same is in full force and effect.
Given under my hand and seal of the City of
Wichita, this DEC 30 1977

STATE OF KANSAS
SEDEGWICK COUNTY
FILED FOR RECORD AT
DEC 30 1977
JAN 3 1978
3 65-159
BETTE F. MCCART
REGISTER OF DEEDS

Handwritten notes

PUBLISHED IN THE DAILY RECORD ON JUL 1 8 1979

RESOLUTION

ITEM 429 FILE 1064

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING WIDENING AND CHANNELIZATION OF HARRY FROM FABRIQUE TO EASTMOOR IN THE CITY OF WICHITA, KANSAS. PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF WIDENING AND CHANNELIZATION OF HARRY FROM FABRIQUE TO EASTMOOR IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to widen and channelize Harry from Fabrique to Eastmoor in the City of Wichita, Kansas, as follows:

Phase I: Reconstruction and widening Harry from Fabrique to Eastmoor to four lanes with channelization and turn lanes at the intersections of Rock Road and Woodlawn; and the construction of an eleven (11) foot fifth lane from five hundred fifty (550) feet East of the east line of Woodlawn to Gouverneur; That said pavement between aforesaid limits be constructed with cement combined curb and gutter to be two (2) feet and six (6) inches in width; that said pavement shall consist of an asphalt concrete base eight (8) inches in thickness, and an asphaltic concrete wearing surface two (2) inches in thickness, composed of stone, sand, mineral filler, and asphalt according to specifications to be furnished by the City Engineer. Drainage to be installed where necessary and that the Reinforced Concrete Box Culvert at Harry between Rock Road and Paige be extended. Sidewalk to be constructed where necessary on both sides of Harry from Fabrique to Eastmoor.

Phase II: Construction of an acceleration and deceleration lane on the south side of Harry from one hundred forty-five (145) feet West of the east line of Golf Park Addition to the west line of Gouverneur; that said pavement be constructed to a width of eleven (11) feet; that said pavement shall consist of an asphaltic concrete base eight (8) inches in thickness, and an asphaltic concrete wearing surface two (2) inches in thickness, composed of stone, sand, mineral filler, and asphalt according to specifications to be furnished by the City Engineer. Curb and gutter to be constructed with Phase I.

Phase III: Construction of an acceleration and deceleration lane on the south side of Harry from the east line of Longfellow to the east line of Lot 1 Cherry Creek Shopping Center Addition; that said pavement be constructed to a width of eleven (11) feet; that said pavement shall consist of an asphaltic concrete base eight (8) inches in thickness, and an asphaltic concrete wearing surface two (2) inches in thickness, composed of stone, sand, mineral filler, and asphalt according to specifications to be furnished by the City Engineer. Curb and gutter to be constructed with Phase I.

Phase IV: Construction of an acceleration and deceleration lane on the north side of Harry from five and forty-eight hundredths (5.48) feet west of the west line Spring Lake Addition (centerline of Gouverneur) to four hundred seventy-six (476) feet east of the west line of Spring Lake Addition; that said pavement be constructed to a width of eleven (11) feet; that said pavement shall consist of an asphaltic concrete base eight (8) inches in thickness and an asphaltic concrete wearing surface two (2) inches in thickness, composed of stone, sand, mineral filler, and asphalt according to specifications to be furnished by the City Engineer. Curb and gutter to be constructed with Phase I.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be One Million Six Hundred Twenty-Five Thousand Dollars (\$1,625,000.00) payable by the improvement district for Phase I construction and 72.71 percent of the grading and paving cost plus 100 percent of the drainage and sidewalk cost payable by the City of Wichita at large.

That the estimated and probable cost of Phase II construction being \$50,000.00 payable by the improvement district for Phase II construction.

That the estimated and probable cost of Phase III construction being \$18,700.00 payable by the improvement district for Phase III construction.

That the estimated and probable cost of Phase IV construction being \$12,500.00 payable by the improvement district for Phase IV construction.

City Clerk

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SECTION 3. That the cost of said improvement, when ascertained, shall be assessed against the land lying within a benefit district described as follows:

FILED 429 MAR 1065

Phase I:

Lot 1, Morley Second Addition

A tract of land in Lot 2, Morley Second Addition more fully described as beginning at the northwest corner of Lot 1, Morley Second Addition, thence north along the east line of Woodlawn a distance of fifty-eight and twelve hundredths (58.12) feet, thence east parallel to the north line of Lot 2, Morley Second Addition, a distance of two hundred seventy-five (275) feet, thence south parallel to the east line of Lot 2, Morley Second Addition a distance of twelve and five tenths (12.5) feet; thence east parallel to the north line of Morley Second Addition a distance of one hundred sixty-one and twenty-four hundredths (161.24) feet to the east line of said addition, thence south along the east line of said addition a distance of two hundred thirty and sixty-two hundredths (230.62) feet, thence west along the south line of said addition a distance of one hundred sixty-one and twenty-four hundredths (161.24) feet, thence north parallel to the east line of said addition a distance of twenty-five (25) feet, thence west along the south line of said addition a distance of one hundred fifteen (115) feet, thence north along the east line of Lot 1, Morley Second Addition a distance of one hundred sixty (160) feet, thence west along the north line of Lot 1, Morley Second Addition a distance of one hundred sixty (160) feet to point of beginning.

A tract of land in Lot 1, Eastlink Village Fourth Addition more fully described as beginning at the southwest corner of said lot, thence north along the west line of said lot a distance of two hundred thirty and sixty-two hundredths (230.62) feet, thence east parallel to the south line of said lot a distance of five hundred twenty-one and twenty-nine hundredths (521.29) feet, thence easterly to a point on the east line of said lot, said point being two hundred forty and forty-two hundredths (240.42) feet north of the southeast corner of said lot, measured along the east line of said lot. Thence south along the east line of said lot a distance of two hundred forty and forty-two hundredths (240.42) feet, thence west along the south line of said lot a distance of seven hundred eighty-five (785) feet to point of beginning.

The south half of lots 1 through 5 inclusive, Block 5, Eastlink Village 2nd Addition.

Lots 19 through 22 and the south fifty-seven and sixty-two hundredths (57.62) feet of Lot 18, Block 4, Eastlink Village Second Addition.

Flight Lanes Addition, except the north sixty-two and thirty-eight hundredths (62.38) feet.

Lot 1, Putnam Addition.

Lot 1, Broadmoor 2nd Addition.

Lots 2, 3, and 4, Block K, Broadmoor Addition.

Lots 4, 5, and 6, Block L, Broadmoor Addition.

Lot 1, Bullmeadows Addition.

Broadmoor 3rd Addition.

Lots 1 and 2, Dulick and Kutscher Addition.

Lots 1 through 5, Branson 2nd Addition.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
3:00 P.M.

JUL 28 1980
4 97818

BY
BETTE F. McCART
REGISTER OF DEEDS
Amelia Lee
Deputy

Lot 5, Captain's Addition.

Lots 4 and 5, Triple 'J' Addition.

HLW 429 RE1066

Lots 8 through 17, Block 4, Lyncrest Height's Addition.

A part of Lot 7, Block 4, Lyncrest Heights more fully described as beginning in the southwest corner of said lot, thence north along the west line of said lot a distance of twenty-seven and ninety-nine hundredths (27.99) feet, thence easterly to a point on the east line of said lot point being twenty-seven and eighty-five hundredths (27.85) feet north of the southeast corner measured along the east line of said lot, thence south along west line a distance of twenty-seven and eighty-five hundredths (27.85) feet, thence west along the south line of said lot a distance of one hundred forty (140) feet to point of beginning.

Lots 6 through 12 inclusive, Block 5, Lyncrest Heights Addition.

Part of lots 5 and 13, Block 5 Lyncrest Height's Addition more fully described as beginning at the southwest corner of lot 13, thence north along the west line of said lot a distance of seventeen and eight tenths (17.8) feet, thence easterly to a point on the east line of lot 5 said point being twenty-seven and fifty eight hundredths (27.58) feet north of the southeast corner of Lot 5, measured along the east line of Lot 5, thence south along the east line of lot 5 a distance of twenty-seven and fifty-eight hundredths (27.58) feet, thence west along the south lines of Lots 5 and 15 a distance of two hundred eighty-five (285) feet more or less to point of beginning.

-Lot 1, Silver Spur East Addition.

Lot 1, Cedar Lakes Village Third Addition.

Lot 2, Cedar Lakes Village Third Addition, except the east eight hundred forty-seven and seventy-six hundredths (847.76) feet.

Part of Lot 1, Block 1, Levitt Industrial Park Addition.

Lot 1, Cherry Creek Shopping Center, except the south three hundred sixty-four (364) feet.

Lot 2, Cherry Creek Shopping Center, except the south one hundred fifteen (115) feet.

Lots 1 and 2, Dickerson Addition.

Lot 1, Block 2, Levitt Industrial Park Addition, except the south three hundred sixty-five and five tenths (365.5) feet.

Lot 2, Block 2, Levitt Industrial Park Addition.

Lot 3, Block 2, Levitt Industrial Park Addition, except the south one hundred thirty-four and five tenths (134.5) feet.

Lots 2 through 7, Block 2, Grillot Addition.

Lot 1, Grillot 3rd Addition.

Lot 1, Block A, Matteson Addition.

Golf Park Addition.

Lots 1 through 5 inclusive and the north half of Lot 6, Lincoln Hills 3rd Addition.

Lots 1, 2, and 15, and the north twenty-two and twenty-five hundredths (22.25) feet of Lots 3 and 14, Block 1, Lincoln Hills 2nd Addition.

Phase II:

Lot 1, Block A, Matteson Addition.

Lot 1, Grillot 3rd Addition.

Lots 2 through 7 inclusive, Block 2, Grillot Addition.

That part of the Golf Park described as the east one hundred forty-five (145) feet adjacent to and to the west of Lot 1, Block A, Matteson Addition and Lot 1, Grillot 3rd Addition; and twenty-five (25) feet of vacated street right-of-way adjacent to and north of the east one hundred forty-five (145) feet of the Golf Park.

Phase III:

Lot 1, Cherry Creek Shopping Center Addition.

Phase IV:

Lot 1 and Lot 2, Spring Lake Addition.

SECTION 4. The method of apportioning the cost of said improvement to the owners of land liable for assessment therefor shall be as follows:

Phase I: Value of the land without regard to the improvements as determined by disinterested appraisers appointed by the City.

Phase II: On a square foot basis.

Phase III: On a square foot basis.

Phase IV: On a fractional basis: Lot 1, Block 1, Spring Lake Addition shall pay 3/5 of the total cost payable by the improvement district for Phase IV construction; and Lot 2, Block 1, Spring Lake Addition shall pay 2/5 of the total cost payable by the improvement district for Phase IV construction.

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

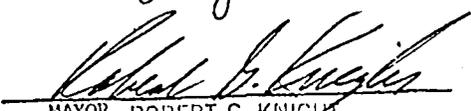
SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefor, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1979 Supp. 12-6a01 et seq.

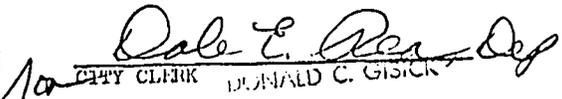
SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, this 15th day of July, 1980.


MAYOR ROBERT G. KNIGHT

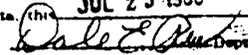
ATTEST:


CITY CLERK

DALE E. REA
DONALD C. GISTICK

(SEAL)

State of Kansas)
Bedford County)
City of Wichita)
I, DALE E. REA, Deputy City Clerk of the City of Wichita, Kansas, hereby certify that the document to which this is affixed is a true and correct copy of the original on file in the office of the City Clerk.
Given under my hand and seal of the City of Wichita, this
JUL 25 1980


Deputy City Clerk

STATE OF KANSAS 1587 PUBLISHED IN THE DAILY RECORD ON DEC 4 1987
SEDGWICK COUNTY

FILED FOR RECORD AT
1:00 P.M.

468 76 245 81752 000 000 001
10-13-87
(south of Harry, west of Longfellow)
(charge resolution publication costs to
270 68 365 50215 240 000 000)

DEC 10 1987
NO. 9 22159
PAT KETTLER
REGISTER OF DEEDS

Ed Reed
Deputy

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 16, MAIN 16, WAR INDUSTRIES SEWER IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING LATERAL 16, MAIN 16, WAR INDUSTRIES SEWER IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 16, Main 16, War Industries Sewer in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Thirty-Five Thousand Dollars (\$35,000.00), 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro-rata rate of 1 percent per month from and after October 1, 1987.

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

LEVITT INDUSTRIAL PARK

That part of Lot 1, Block 2 described as commencing at the northeast corner of said Lot 1; thence west along the north line of said Lot 1, 169 feet; thence southeasterly (along a line which extended would intersect a point 156.45 feet west and 347.70 feet north of the southeast corner of said Lot 1), a distance of 140.03 feet for a place of beginning; thence east parallel with the north line of said Lot 1, 164.42 feet more or less to a point on the east line of said Lot 1; thence south 591 feet to the southeast corner of said Lot 1; thence west along the south line of said Lot 1, 156.45 feet; thence north parallel with the east line of said Lot 1, 347.70 feet; thence northwesterly 243.36 feet more or less to the place of beginning.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a square foot basis. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral as defined in City of Wichita Ordinance No. 36-660 and 39-845 under the criteria established for "hardship deferral".

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

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

SECTION 8. The advisability of the improvements setforth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

ooh

city clerk



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

ADOPTED at Wichita, Kansas, DEC 1 1987

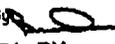
[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK
DIRECTOR OF FINANCE/ JOHN MOIR
(SEAL)

State of Kansas)
Sedgwick County) ss
City of Wichita)
DALE E. REA Deputy City Clerk of the City
of Wichita, Kansas, hereby certify that the document
to which this is affixed is a true and correct copy of
the original on file in the office of the City Clerk.
Given under my hand and seal of the City of
Wichita, Kansas, this DEC 9 1987
[Signature] Deputy City Clerk



Sedgwick County
Register of Deeds - Bill Meek
Doc.#/Film-Pg: 29557386
Receipt #: 1848198
Pages Recorded: 12
Recording Fee: \$100.00
Authorized By: 
Cashier: jpayne
Date Recorded: 09/16/2015 12:07:31 PM

Please do not remove this cover page, it has become part of this document

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D. It is to the mutual benefit of Landlord and Tenant that Lender continue to extend credit to Landlord and accept the Lease, and Landlord and Tenant are willing to subordinate the Lease to the lien of the Mortgage as provided herein, provided Tenant is assured of continued possession, occupancy and quiet enjoyment of the Leased Premises under the terms of the Lease as provided herein.

NOW THEREFORE, in consideration of the foregoing facts and the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. Assignment. After notice is given to Tenant by Lender that the rents due under the Lease should be paid to Lender pursuant to the terms of the Assignment of Rents, Tenant shall thereafter pay to Lender or as directed by Lender, all rents and all other monies due or to become due to Landlord under the Lease. Landlord expressly authorizes Tenant to make payments to Lender in compliance with Lender's written instructions under this paragraph 1 and agrees that Tenant shall be entitled to rely solely upon the notices given by Lender, without any inquiry as to the factual basis for such notice or any prior notice to or consent from Landlord, and despite any instructions from Landlord to the contrary, and Landlord hereby releases Tenant from all liability to Landlord in connection with Tenant's compliance with Lender's notice and agrees to indemnify and hold Tenant harmless from and against any and all loss, claim, damage or liability arising out of Tenant's compliance with such notice. Tenant shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with the provisions of this section to the same extent as if such rents were paid directly to Landlord.

2. Priority of Mortgage. The Mortgage in favor of Lender and any renewals, modifications and extensions thereof, shall unconditionally be and remain at all times a lien on the Leased Premises, prior and superior to the Lease. Tenant intentionally and unconditionally waives, relinquishes and subordinates all of Tenant's right, title and interest in and to the Leased Premises to the lien of the Mortgage and the Lender's rights and interests under the Assignment of Rents and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations have been and will be entered into which would not be made or continued or extended but for said reliance upon this waiver, relinquishment and subordination.

3. Entire Agreement Regarding Subordination. This Agreement shall be the whole and only agreement with regard to the subordination of the Lease to the lien of the Mortgage in favor of Lender and shall supersede and cancel, but only in so far as would affect the priority between (a) the Lease and (b) the Mortgage, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Lease which may provide for such subordination. In the event of a conflict between the terms of this Agreement and the terms of the Lease, this Agreement shall control as between Tenant and Lender. However, as between Landlord and Tenant, the Lease shall control.

4. Successor Landlord. The term "Successor Landlord" means any person or entity (including, without limitation, Lender or any third party) who succeeds to the interest of Landlord in and to the Leased Premises and the Lease pursuant to a judicial foreclosure, other

proceedings brought to enforce the rights of the holder of the Note, trustee's sale or conveyance or sale in lieu of foreclosure, or other means.

5. Attornment. If the interests of Landlord in the Leased Premises and under the Lease are acquired by a Successor Landlord, then the Lease shall continue in full force and effect as a direct lease between Tenant and Successor Landlord upon all of the terms, covenants and conditions set forth in the Lease, and in that event, Tenant agrees to attorn to Successor Landlord and Successor Landlord by virtue of such acquisition of the Leased Premises shall be deemed to have agreed to accept such attornment; provided, however, that Tenant and Successor Landlord agree that the following provisions of the Lease (if any) shall not be binding on Successor Landlord: (i) any option to purchase with respect to the Leased Premises or (ii) any right of first refusal with respect to the Leased Premises; and, provided, further, that Successor Landlord shall not be:

(a) Liable for any acts or omissions of any prior landlord (including, but not limited to, Landlord) which have accrued prior to the date on which Successor Landlord shall become the owner of the Leased Premises, unless the same represent a continuing covenant of the landlord, such as the obligation to repair and maintain certain aspects of the Leased Premises, but only to the extent such failure continues from and after the date when Successor Landlord acquires the Leased Premises; or

(b) Subject to any offsets, defenses, abatements or counterclaims which Tenant might have arising out of acts or omissions of any prior landlord (including, but not limited to, Landlord) which shall have accrued in favor of Tenant against any prior landlord prior to the date upon which Successor Landlord shall become the owner of the Leased Premises; or

(c) Bound by any amendment or modification of the Lease made without Successor Landlord's prior written consent; or

(d) Obligated to give Tenant a credit for, or acknowledge, any rent or any other sums not actually received by Successor Landlord which Tenant has paid to Landlord which is in excess of the rent due under the Lease at the time Successor Landlord gave Tenant notice of it succeeding to the Landlord's interests; or

(e) Liable for the repayment of any monies paid by Tenant under the Lease, including without limitation, security deposits, advance rent or otherwise, unless Successor Landlord actually received possession of such monies; or

(f) Bound by or responsible for or affected by any purchase option or right of first offer or first refusal contained in the Lease, which provisions shall be of no force and effect upon Successor Landlord; or

(g) Bound by, or responsible for, any other term or provision of the Lease which is personal to Landlord or which may not reasonably be performed by Successor Landlord or its successors and assigns in the ordinary course of business; or

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(h) Obligated to enforce any restriction on competition or pay any expenses or damages in connection with or arising from such restriction; or

(i) Bound to commence or complete any construction or to make any contribution toward construction or installation of any improvements upon the Leased Premises required under the Lease or any expansion or rehabilitation of existing improvements thereon, or for restoration of improvements following any casualty not required to be insured under the Lease or for the costs of any restoration in excess of any proceeds recovered under any insurance required to be carried under the Lease; or

(j) Personally liable under the Lease. Beneficiary's liability under the Lease shall be limited to the ownership interest of Beneficiary in the Leased Premises.

6. Nondisturbance. If Successor Landlord shall succeed to the interests of Landlord under the Lease, provided that Tenant is not in default (beyond any period given Tenant in the Lease to cure such default) in the payment of rent or any other amounts or in the performance of any of the other term, covenants or conditions of the Lease to be performed by Tenant, Successor Landlord shall be bound to Tenant under all of the terms, covenants and conditions of the Lease, as modified hereby, and Successor Landlord shall not disturb Tenant's use, quiet enjoyment or occupancy of the Leased Premises,

7. Liability. Anything herein or in the Lease to the contrary notwithstanding, if Successor Landlord acquires title to the Leased Premises, Successor Landlord shall have no obligation, nor incur any liability beyond the then-existing interests, if any, of Successor Landlord in the Leased Premises, together with income and proceeds therefrom, and Tenant shall look exclusively to such interest of Successor Landlord in the Leased Premises for the payment and discharge of any obligations imposed upon Successor Landlord hereunder or under the Lease. Successor Landlord is hereby released and relieved of any other liability hereunder and under the Lease. If Successor Landlord, by succeeding to the interest of Landlord under the Lease, should become obligated to perform the covenants of Landlord thereunder, then, upon any further transfer of Landlord's interest by Successor Landlord, all of such obligations shall terminate as to Lender.

8. Modification or Termination; Notice. Tenant acknowledges receipt of notice that, without the prior written consent of Lender, Landlord does not have the authority to permit Tenant to cancel, terminate or surrender the Lease, except at the normal expiration of the term of the Lease, or enter into any agreement, amendment or modification of the Lease (except to the extent the pre-agreed terms of an extension, cancellation, termination, surrender, amendment or modification of the Lease may be expressly and specifically set forth in the Lease). Tenant shall notify Lender of any default by Landlord under the Lease and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof or of an abatement of rent shall be effective unless Lender shall have received notice of default giving rise to such cancellation or abatement and shall have failed, within sixty (60) days after receipt of such notice, to cure such default, or if such default cannot be cured within sixty (60) days, shall have failed within sixty (60) days after receipt of such notice to commence and thereafter diligently pursue to completion the cure of such default. Any notice of default under the Lease sent by Tenant to Landlord shall be sent by Tenant to Lender at the same time such

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notice is sent to Landlord. Lender may, but shall not be obligated to, cure any default by Landlord.

9. Notices. All notices and demands expressly provided hereunder to be given and all notices, demands and other communications of any kind or nature whatever which may be required or may desire to give to or serve shall be in writing, shall be addressed to the appropriate address set forth in this Section, or at such other place as such party may from time to time designate in writing by ten (10) days prior written notice and shall be: (a) hand-delivered, effective upon receipt; or (b) sent by United States Express Mail or by private overnight courier, effective upon receipt; or (c) except for any notice of default, sent by facsimile with confirmation requested, and with a hard copy to immediately follow by the manner set forth in this Section 10(a), (b) or (d), and shall be deemed effective on the day of confirmed receipt of such facsimile transmission; or (d) served by certified mail, return receipt requested, deposited in the United States mail, with postage thereon fully prepaid and addressed to the party so to be served and shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, whichever is the earlier in time. Rejection or refusal of delivery shall be deemed to be receipt. The inability to deliver because of a changed address of which no notice was given as provided herein, shall be deemed to be receipt. The addresses of the parties are as follows:

10. Headings. The captions and headings of various sections of this Agreement are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions of this Agreement.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Kansas, except to the extent that federal laws preempt the laws of the State of Kansas.

12/04/2015 3:12:03 PM

12. Miscellaneous. This Agreement may not be modified or amended except in writing signed by all parties hereto. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

13. Binding Effect. The provisions of this Agreement shall be binding upon Landlord and Tenant, their respective heirs, successors and permitted assigns, and shall inure to the benefit of Lender, to any lender participating in the Loan, to any subsequent holder of any portion of the Loan and to any Successor Landlords and their respective successors and assigns.

14. Remedies Cumulative. All rights of Lender herein to collect rents on behalf of Landlord under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Landlord or others;

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BORROWER:

29557386

TENANT:

LENDER:

085191603

TENANT:

LENDER:

29557386

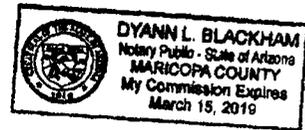
ACKNOWLEDGMENT

STATE OF ARIZONA)
) s.s.
COUNTY OF MARICOPA)

On the 1st day of September, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the company upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Phoenix, State of Arizona.

Dyann L. Blackham
Notary Public

My commission expires: March 15, 2019



TRUST ACKNOWLEDGMENT

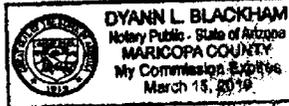
STATE OF ARIZONA)
) s.s.
COUNTY OF MARICOPA)

On the 1st day of September, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared _____

and known to me to be an authorized trustee or agent of the trust that executed the foregoing Subordination, Non-disturbance and Attornment Agreement to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath state that he is authorized to execute the foregoing Agreement and in fact executed the Agreement on behalf of the trust.

Dyann L. Blackham
Notary Public Residing at _____

My commission expires:



29557386

ACKNOWLEDGMENT

STATE OF Washington)
) s.s.
COUNTY OF King)

On the 31st day of August, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the company upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Redmond, State of Washington.

Deanna M Bellingham
Notary Public

My commission expires: 02/17/2017





WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 7716 E. Osie & Additional Lots - Wichita, KS 67207

1. Any property within the *City of Wichita* with any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

If yes, what type? Irrigation _____ Drinking _____ Other _____

Location of Well: _____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO X

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____


Owner _____

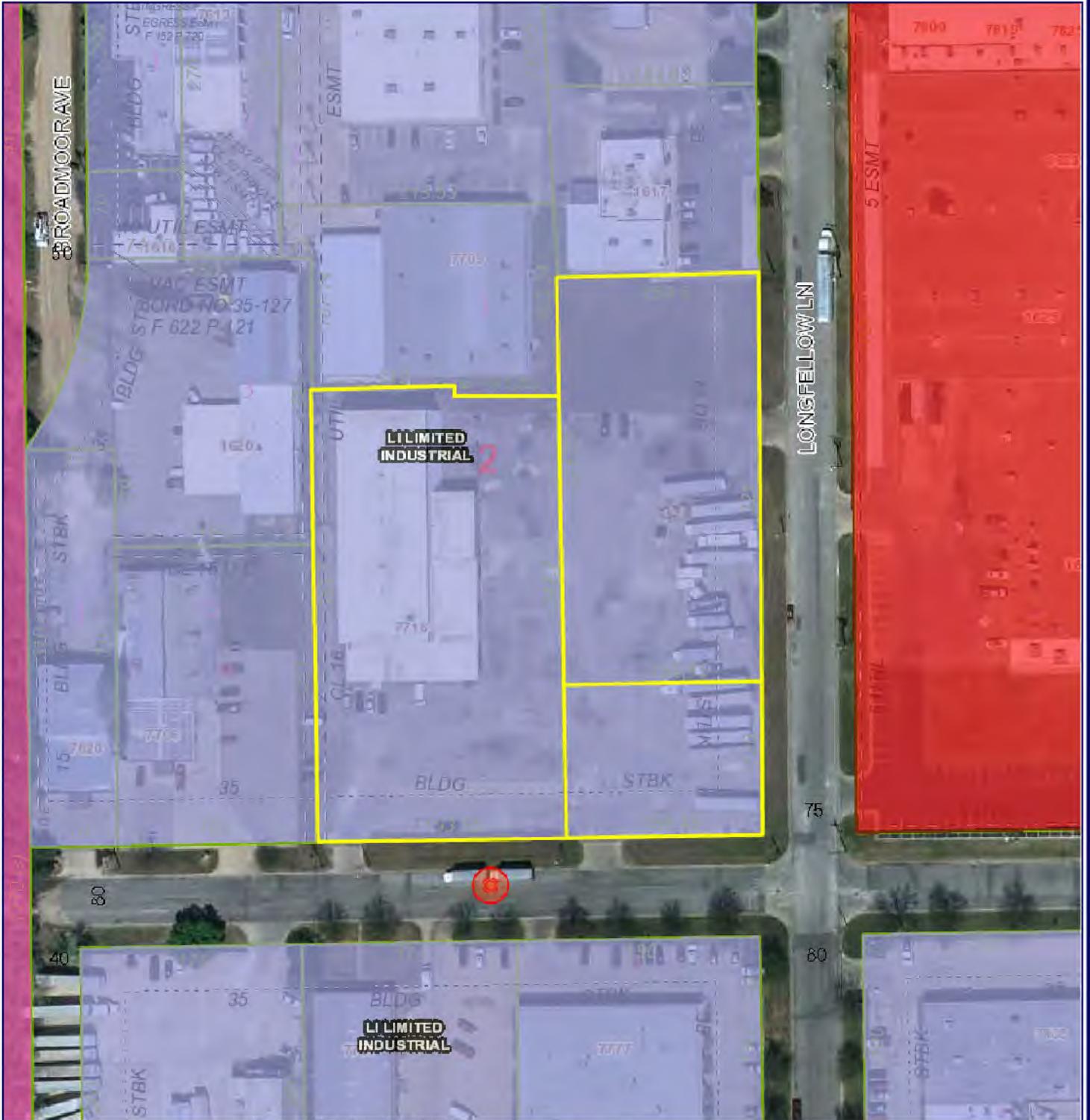
5/21/2019
Date _____

Owner _____

Date _____

7716 E. Osie St, Wichita, KS 67207

LI - Limited Industrial



Geographic Information Services
Sedgwick County...
working for you

Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174
Thu May 9 17:27:59 GMT-0500 2019

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 time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness 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.

7716 E. Osie St, Wichita, KS 67207

Flood Map



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

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (GIS), City of Wichita GIS, for purposes of the map, participating agencies, and information mechanism or (lines) for a particular use, nor any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Provider become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree to indemnify, defend, and hold harmless the Data Provider for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness 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.

Thu May 9 11:27:59 GMT-0600 2019



Legend

Flood Plain

Base Flood Approximate

--

Base Flood Elevations

—

0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood Hazard

A

AE

AE, FLOODWAY

AE, FLOODWAY

AH

AH

AO

AO

X - Area of Special Consideration

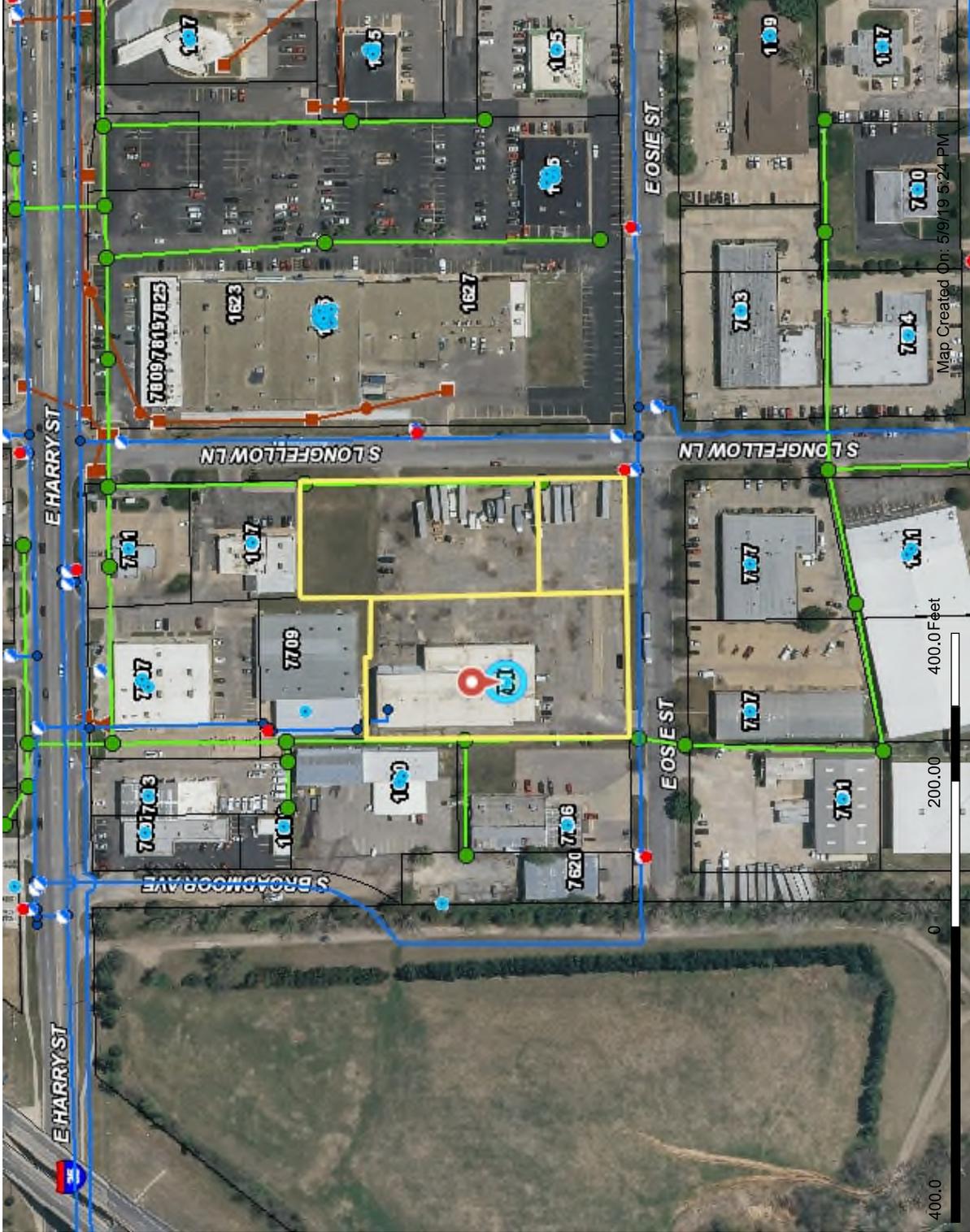
X

X AREA OF SPECIAL CONSIDERATION

Area Not Included



7716 E. Osie St, Wichita, KS 67207 - Utility Map



Map Created On: 5/9/19 5:24 PM

200.00 400.0 Feet

- Legend**
- Water Hydrants
 - Water Valves
 - Water Service Taps
 - Backflow Devices
 - Water Nodes
 - Water Mains
 - Sewer Manholes
 - Sewer Mains
 - Storm Structures
 - Manhole
 - Inlet
 - Outfall
 - Other
 - Headwalls
 - City BMPs
 - Private Non-City BMPs
 - Storm Conduit
 - Open Channel Structures
 - Open Channel Conduit
 - Parcels
 - Address Labels
 - Andover Address Labels
 - Roads
 - Andover Roads
 - Railroads
 - Park Labels
 - Airports
 - Streams
 - City Name Labels
 - Andover City Label

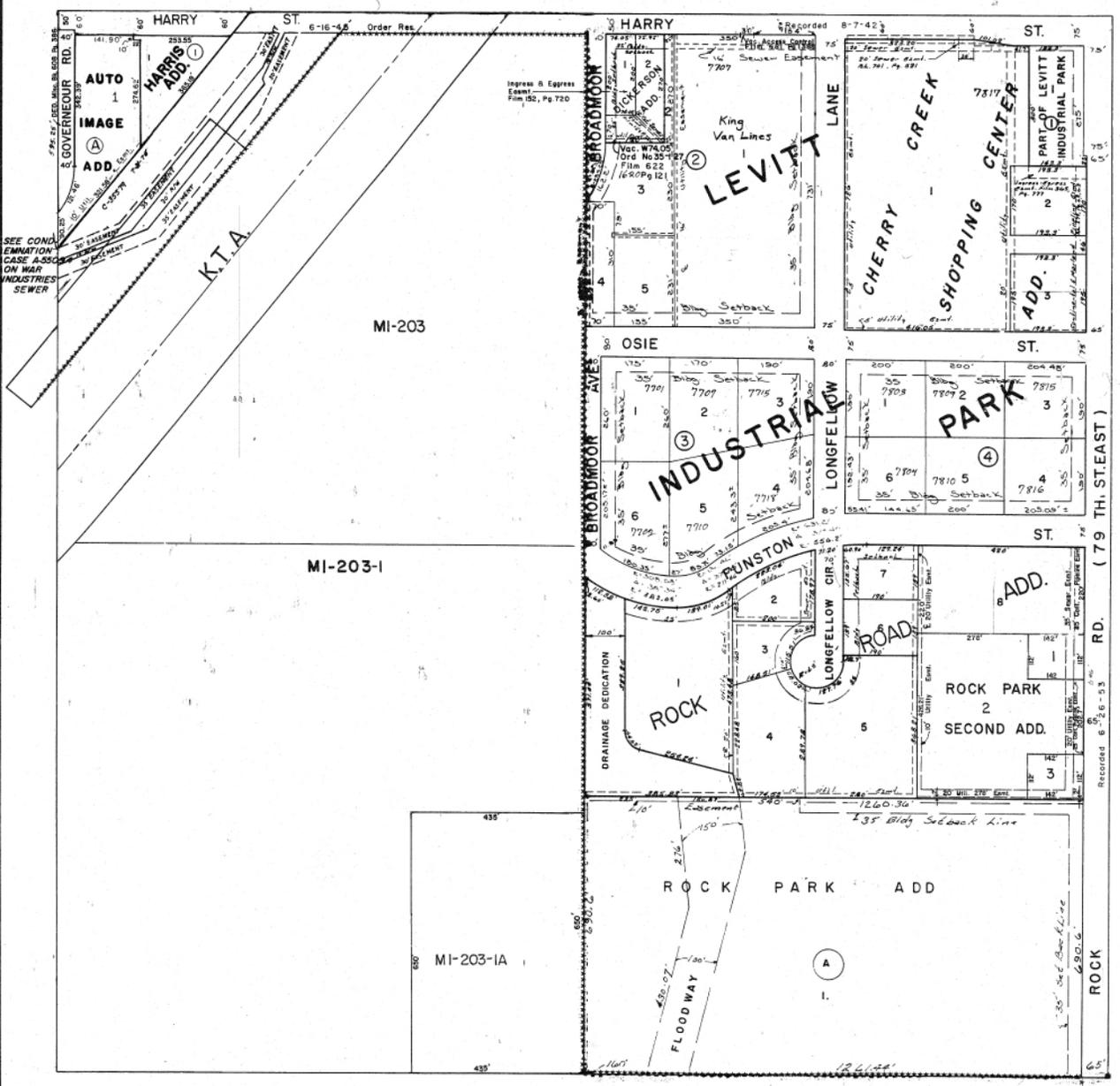
This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.



1:2,400

N.E. ¼ SEC.31 TWP. 27 R. 2E.

MI
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SEDGWICK COUNTY CLERK

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*)

