

PROPERTY INFORMATION PACKET

THE DETAILS



350 S. Tracy St. | Wichita, KS 67209

AUCTION: Sealed Bid: Submissions due by Thursday,
January 16th @ 12:00 PM CST

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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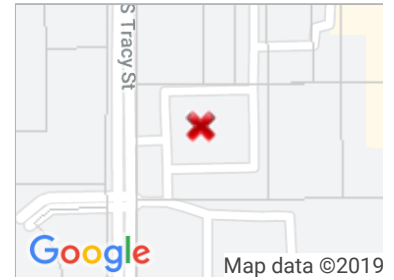
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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.

STANDARD



MLS # 574958
Status Active
Contingency Reason
Property Type Industrial
Address 350 S TRACY ST
Address 2
City Wichita
State KS
Zip 67209
County Sedgwick
Area 303
Asking Price \$0
Class Commercial/Ind/Bus
For Sale/Auction/For Rent Auction
Associated Document Count 5
Picture Count 36



GENERAL

List Agent - Agent Name and Phone	BRADEN MCCURDY - 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	1-800-301-2055	VOW: Allow 3rd Party Comm	Yes
Sale/Lease		Virtual Tour Y/N	
Building Size SqFt	50,001 - 100,000		
Number of Acres	8.07		
Zoning	Limited Ind		
Parcel ID	20173-137-26-0-11-01-015.02		
# of Stories	1		
Apx Gross Building SqFt	96,530.00		
Apx Net Rentable SqFt			
Apx Min Available SqFt	96,530.00		
Apx Max Contiguous SqFt	96,530.00		
Apx Vacant SqFt	96,530.00		
Land SqFt	352,277.00		
Present Use of Bldg	Vacant		
Bldg on Leased Land			
Invest Package Available	No		
Year Built	1993		
Subdivision	OTHER		
Legal	W 231.1 FT N 360 FT LOT 1 STAR LUMBER CO. 5TH. ADD.		

DIRECTIONS

Directions W. Maple St. & S. West St. - West to S. Tracy St., South to Property.

FEATURES

LOADING DOCK Dock High	FLOORS Concrete Slab	ELECTRICAL 110 Volt	OWNERSHIP Corporate
RAIL None	HEATING Forced Air	MISCELLANEOUS FEATURES Elevator	SHOWING INSTRUCTIONS Call Showing #
OVERHEAD DOORS 3	Gas	Fire Alarm	LOCKBOX Combination
PARKING Parking Over 25	COOLING Central Air	Security Systems	TYPE OF LISTING Excl Right w/o Reserve
ROAD FRONTAGE City Arterial	Electric	Smoke Heat Detector	AGENT TYPE Sellers Agent
LOCATION Shopping Mall	TENANT PAID EXPENSES None	Wet Sprinkler System	FLOOD INSURANCE Unknown
CONSTRUCTION Concrete-Block	OWNER PAID EXPENSES External Building Repairs	PROPOSED FINANCING Other/See Remarks	POSSESSION At Closing
SIDEWALL HEIGHT 17 Ft to 20 Ft	Electricity	TERMS OF LEASE No Leases	
ROOF	Gas	DOCUMENTS ON FILE Aerial Photos	
	Internal Building Repairs	Ground Water Addendum	
	Janitorial	Photographs	
	Mechanical Repairs	Sellers Prop. Disclosure	

FEATURES

Flat Roof	Personal Property Tax
UTILITIES AVAILABLE	Property Insurance
Gas	Real Estate Taxes
Electric	Sewer
City Water	Site Maintenance
City Sewer	Trash
	Water

FINANCIAL

Assumable Y/N	No
With Financing	
Value Land	
Value Improved	0
General Property Taxes	\$42,823.30
General Tax Year	2019
Special Taxes	50.34
Special Tax Year	2019
Special Balance	50.34
Gross Income	
Earnest \$ Deposited With	Security 1st Title

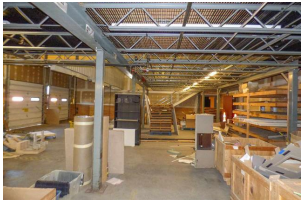
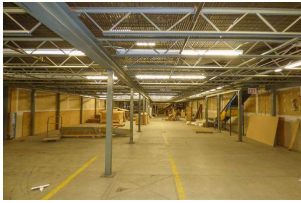
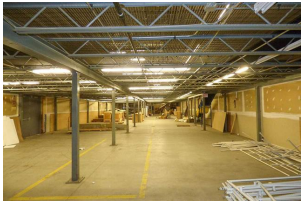
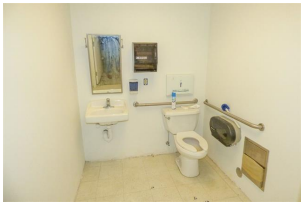
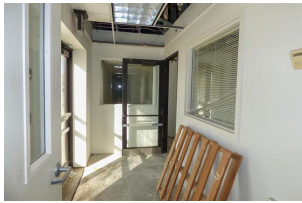
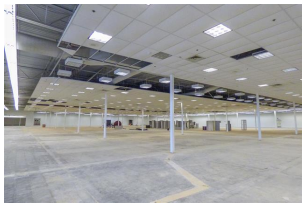
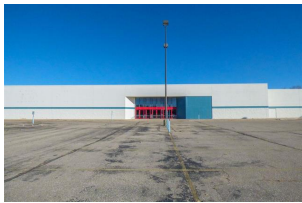
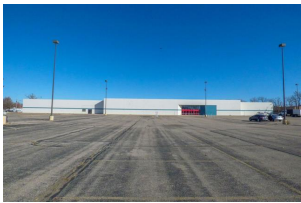
MARKETING REMARKS

Marketing Remarks THIS PROPERTY WILL BE OFFERED VIA SEALED-BID AUCTION BY MCCURDY AUCTION. All sealed-bid submissions are DUE NO LATER than Thursday, January 16th, 2020 at 12:00 NOON CST. Details and requirements regarding submission of bids can be found at mcurdyauction.com Please contact either Braden McCurdy (bmccurdy@mcurdyauction.com) with any questions regarding the process. INVESTMENT HIGHLIGHTS 96,530 square foot multi-purpose commercial building 8 +/- Acres in West Wichita Redevelopment opportunity Zoned Limited Industrial Proximity to regional and national transportation networks 413 Paved parking spaces Just east of the regional recently sold Towne West Mall Nearby businesses include: Spear's, Taco Bell, Quick Trip, Dunkn' Donuts, Spangels, Arby's, Burger King, McDonalds, Wells Fargo Bank, Towne West Mall, Verizon, Red Lobster, Starbucks, Spring Store, Days Inn Wyndham, PetSmart and many more. BUILDING DETAILS 3 Overhead doors Recessed loading dock Large open space Multiple offices Multiple restrooms Kitchen Approximately 5,500 Sq.Ft. of utilizable 2nd level mezzanine storage area UTILITIES OVERVIEW 4-200 AMP 4-400 AMP 2-125 AMP CH/CA LOCATION OVERVIEW Transportation Access 3 Miles to Wichita Dwight D. Eisenhower National Airport Less than a mile drive to US HWY 54 (Kellogg) Less than 4 miles to I-235 5 Miles to I-35 6 minute walk to the Wichita City Transit stop Wichita Overview Air Capital of the World Birthplace of Pizza Hut Wichita metropolitan area population 644,888 in 2018 Home to company facilities including Koch Industries, Cargill, Textron Aviation, Learjet, Spirit AeroSystems, Airbus, Coleman & Cessna McConnell Air Force Base Wichita ranked the #4 city with the lowest startup costs in 2017 This property will be offered via a sealed-bid auction. Details and requirements regarding submission of bids are described in the Terms and Conditions, available in the attachments. Please contact Braden McCurdy with any questions regarding the process. All sealed-bid submissions are DUE NO LATER than Thursday, January 16, 2020 at 12:00 Noon CST. | Contract will be available upon request. | Showings available upon request. | Midwest Fire Protection performed the 5 yr rebuild and test on the Fire Sprinkler system at 350. S. Tracy located in the SW corner of the building in the angled closet area. This was the rebuild of the 6" Febco 805yd backflow preventer on their quote sheet. \$1,195.00 plus tax. Test report sent to city of Wichita included. See attached. | David Lies plumbing performed the 5 yr rebuild and test on the Main Water Line at 350 S. Tracy located in the closet of the main men's restroom on the West wall. This was the Watts 909 backflow preventer. \$859.19 total with tax. Test reports sent to city included. See attached.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Sealed Bid	1 - Open/Preview Date
Auction Location	Online Only	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	11/22/2019	
Auction Start Time	12:00 PM	
Auction End Time	12:00 PM	
Broker Registration Req	Yes	
Broker Reg Deadline	01/15/2020 by 5:00 PM	
Buyer Premium Y/N	Yes	
Premium Amount	0.10	
Earnest Money Y/N	Yes	
Earnest Amount %/\$	100,000.00	

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.



COMMERCIAL PROPERTY DISCLOSURE STATEMENT

Document updated:
April 2015

SELLER:

350 Tracy, LLC

DATE:

PROPERTY ADDRESS:

350 S. Tracy St. And Additional Lots - Wichita, KS 67213

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this Commercial Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanation lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this 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 sell the Property.

SELLER'S INITIALS

SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

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: Built in 1993
2. Appropriate date that SELLER acquired the Property: September 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:

See Attached Exhibit A

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?: *See Attached Exhibit A*

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?: *See Attached Exhibit A*

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? *See Attached Exhibit A*

☒ 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?
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?
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?
If Yes, please explain: ☐ Yes ☒ No

4. Additional Comments:

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:

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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Dock leveler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Smoke detector(s)	<input checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" type="checkbox"/>	14. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Fire alarm(s)	<input checked="" type="checkbox"/>	<input 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

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATURE

DATE

BUYER'S SIGNATURE

DATE

EXHIBIT A

Part 3 Question 6T

Per divorce decree ex-spouse has an unrecorded security interest in the property. Upon sale, property will pass free and clear to the new owner.

Part 4 Question 1 and 2

Roof has generally been maintained with repairs as needed. Minor leaking was noted during the spring and summer of 2019. To date no repairs have been made.

Part 7 Question 5

A/C and heating units have been repaired as needed. Building used for storage, therefore neither system has operated at capacity since building was purchased. Therefore, functionality of the units is unknown.

Renee G. Sefton
Manager, 350 S. Tracy, LC
11-8-19



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 350 S. Tracy St. And Additional Lots - Wichita, KS 67213

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 Manager, 350 S. Tracy, LLC

11-8-19
Date

Owner _____

Date _____

ADDENDUM _____ (Groundwater)

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

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

The parties are proposing the sale and purchase of certain property, commonly known as:
350 S. Tracy St. And Additional Lots - Wichita, KS 67213

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

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

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

X Seller has no knowledge of groundwater contamination or other environmental concerns; or
 Known groundwater contamination or other environmental concerns are:

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

X Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or

_____ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

BUYER'S ACKNOWLEDGMENT (please complete c below)

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

CERTIFICATION

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

Seller manager, 350 S. Tracy, Date

Buyer	Date
-------	------

Seller	Date
--------	------

Buyer _____ Date _____

This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this form, or that its use is appropriate for all situations.



Security 1st Title

File #:

Property Address:

350 S. Tracy St. And Additional Lots
Wichita, KS 67213

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

****SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED****

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

*****Closing funds in the form of ACH Electronic Transfers will NOT be accepted*****

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **DO NOT FORWARD** wire instructions to any other parties.
- **ALWAYS VERIFY WIRE INSTRUCTIONS**, specifically the ABA routing number and account number, by calling the party who is receiving the funds.
- **DO NOT use** the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify with a phone directory.
- **DO NOT send** an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer _____

Seller _____

Manager, 350 Tracy, LLC

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>



AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: 350 S. Tracy St., Wichita, KS 67213 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider Company	12 Month Avg
Electric:	<u>Evergy</u>	<u></u>
Water & Sewer:	<u>City of Wichita</u>	<u></u>
Gas Propane:	<u>Black Hills</u>	<u></u>

If propane, is tank owned or leased? ☐ Owned ☐ Leased

If leased, please provide company name and monthly lease amount:
NA

Appliances that Transfer:

Refrigerator? ☐ Yes ☐ No
Dishwasher? ☐ Yes ☐ No
Stove/Oven? ☐ Yes ☐ No
Microwave? ☐ Yes ☐ No

Washer? ☐ Yes ☐ No
Dryer? ☐ Yes ☐ No
Other?

Homeowners Association: ☐ Yes ☒ No

Dues Amount: NA ☐ Yearly ☐ Monthly ☐ Quarterly

Initiation Fee:

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? NA

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.



Security 1st Title

PRELIMINARY TITLE SEARCH REPORT

Prepared By:
Security 1st Title
727 N. Waco, Suite 300
Wichita, KS 67203
Phone: (316) 267-8371
Fax: (316) 267-8115

Contact: **Josh Troyer**
Email: **jtroyer@security1st.com**

Prepared Exclusively For:
McCurdy Auction, LLC
12041 E. 13th St. N
Wichita, KS 67206
Phone: 316-683-0612
Fax: 316-683-8822

Contact: **Kimberly Clare**
Email: **kclare@mccurdyauction.com;**
sfrost@mccurdyauction.com;
joxborrow@mccurdyauction.com;

Report No: **2340441**

Report Effective Date: **October 25, 2019, at 7:30 a.m.**

Property Address: **350 S. Tracy St., Wichita, KS 67209**

This Title Search Report is NOT a commitment to insure and is not to be construed as an Abstract of Title or Title Opinion. It has been issued as a Report as to the status of title for the specific benefit of **McCurdy Auction, LLC**, and as such should not be relied upon by any other party for any Real Estate Transaction. Any and all loss or damage that may occur by reason of any errors and omissions in this Company's Report is limited to \$1,000.00 and the fee it received for the preparation and issuance of this report, if any.

1. **Fee Simple as to Parcels 1 through 5 and an easement as to Parcel 6** interest in the Land described in this Report is owned, at the Report Effective Date, by

350 S Tracy, LC, a Kansas limited liability company

2. The Land referred to in this Report is described as follows:

SEE ATTACHED EXHIBIT A

3. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following requirements, along with any other matters that may arise after the date of this report:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.



Security 1st Title

Any questions regarding this report should be directed to: **Josh Troyer**
Phone: **316-267-8371**, Email: **jtroyer@security1st.com**

3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **File a release of the Mortgage dated April 5, 2018, recorded April 10, 2018, as Doc#/Flm-Pg: 29761188, made by 350 S Tracy LC, a Kansas Limited Liability Company, to Rose Hill Bank, in the amount of \$644,000.00.**
6. **File a release of the Assignment of Rents dated April 5, 2018, recorded April 10, 2018, as Doc#/Flm-Pg: 29761189, made by 350 S Tracy LC, a Kansas Limited Liability Company, to Rose Hill Bank.**
7. **We have a copy of the Articles of Organization dated September 9, 2008 and a copy of the Operating Agreement dated September 9, 2008 of 350 S Tracy, LC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**
8. **Any instrument to be executed by 350 S Tracy, LC must:**
 - a. Be executed in the limited liability company's name, and
 - b. Be signed by Randall G. Salyer, Manager.
9. **File a Warranty Deed from 350 S Tracy, LC, a Kansas limited liability company, to a buyer to be determined.**
10. **Recording Fees and Information for Kansas Counties:**

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

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



Security 1st Title

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Phone: **316-267-8371**, Email: **jtroyer@security1st.com**

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

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

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

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records



Security 1st Title

Any questions regarding this report should be directed to: **Josh Troyer**
Phone: **316-267-8371**, Email: **jtroyer@security1st.com**

7. The lien of the General Taxes for the year **2020**, and thereafter.
8. **General taxes and special assessments for the fiscal year 2019 in the original amount of \$2,586.51.**
First Installment: \$1,293.26, DUE, but not delinquent until after December 20, 2019
Second Installment: \$1,293.25, DUE, but not delinquent until after May 11, 2020
Property I.D. # D-28268-0001
PIN #00229206 (Parcel 1)
9. **General taxes and special assessments for the fiscal year 2019 in the original amount of \$2,875.54.**
First Installment: \$1,437.77, DUE, but not delinquent until after December 20, 2019
Second Installment: \$1,437.77, DUE, but not delinquent until after May 11, 2020
Property I.D. # D-30001
PIN #00231066 (Lot 1 of Parcel 2)
10. **General taxes and special assessments for the fiscal year 2019 in the original amount of \$2,878.45.**
First Installment: \$1,439.23, DUE, but not delinquent until after December 20, 2019
Second Installment: \$1,439.22, DUE, but not delinquent until after May 11, 2020
Property I.D. # D-30002
PIN #00231067 (Lot 2 of Parcel 2)
11. **General taxes and special assessments for the fiscal year 2019 in the original amount of \$15,345.59.**
First Installment: \$7,672.80, DUE, but not delinquent until after December 20, 2019
Second Installment: \$7,672.79, DUE, but not delinquent until after May 11, 2020
Property I.D. # D-31627-0002
PIN #00233040 (Parcel 3)



Security 1st Title

Any questions regarding this report should be directed to: **Josh Troyer**
Phone: **316-267-8371**, Email: **jtroyer@security1st.com**

- 12. General taxes and special assessments for the fiscal year 2019 in the original amount of \$15,149.98.**
First Installment: \$7,574.99, DUE, but not delinquent until after December 20, 2019
Second Installment: \$7,574.99, DUE, but not delinquent until after May 11, 2020
Property I.D. # D-32285
PIN #00233646 (Parcel 4)
- 13. General taxes and special assessments for the fiscal year 2019 in the original amount of \$4,037.57.**
First Installment: \$2,018.79, DUE, but not delinquent until after December 20, 2019
Second Installment: \$2,018.78, DUE, but not delinquent until after May 11, 2020
Property I.D. # D-38212
PIN #00240378 (Parcel 5)

Note: Tax statements can be downloaded through this [link](#).

THE FOLLOWING ITEMS APPLY TO PARCEL 1:

- 14. The following matters shown on or disclosed by the recorded [plat](#) referred to in the legal description: building setback lines and easements.**

NOTE: The platted utility easements affecting subject property were vacated by the instrument filed on [Film 1229, Page 999](#).
- 15. Access controls to and from Maple Street, as established in/on Film [1225, Page 1242](#).**
- 16. The terms and provisions contained in the document entitled "Building Separation Agreement" filed as [Film 1267, Page 1435](#).**
- 17. The terms and provisions contained in the document entitled "Easement Agreement" filed as [Film 1267, Page 1442](#).**
- 18. Lot Split filed as [Film 1216, Page 627](#).**



Security 1st Title

Any questions regarding this report should be directed to: **Josh Troyer**

Phone: **316-267-8371**, Email: jtroyer@security1st.com

19. **Affidavit by a Kansas Gas and Electric Company employee claiming right-of-way over a portion of subject property recorded in/on [Film 1516, Page 1741](#).**
20. **Subject property may become subject to special assessments for various capital improvements as evidenced by a governmental filing of notice in the form of a Certificate at [Film 1216, Page 628](#) and Resolution at [Film 1214, Page 66](#).**

THE FOLLOWING ITEMS APPLY TO PARCEL 2:

21. **The following matters shown on or disclosed by the recorded [plat](#) referred to in the legal description: building setback lines, easements and access controls.**

NOTE: The platted utility easements affecting subject property were vacated by the instrument filed on [Film 1229, Page 999](#).

22. **An easement for utilities, recorded as [Film 1229, Page 983](#).
In favor of: The City of Wichita
Affects: a portion of subject property**
23. **An easement for water line, recorded as [Film 1299, Page 1231](#).
In favor of: The City of Wichita
Affects: a portion of subject property**
24. **The terms and provisions contained in the document entitled "Private Easement Agreement" filed as [Film 690, Page 634](#).**
25. **Subject property may become subject to special assessments for various capital improvements as evidenced by a governmental filing of notice in the form of Certificate at [Film 75, Page 1332](#) and Resolutions at [Film 78, Page 571](#); [Film 297, Page 1540](#) and [Film 415, Page 653](#).**

THE FOLLOWING ITEMS APPLY TO PARCEL 3:

26. **The following matters shown on or disclosed by the recorded [plat](#) referred to in the legal description: easements.**



Security 1st Title

Any questions regarding this report should be directed to: **Josh Troyer**

Phone: **316-267-8371**, Email: jtroyer@security1st.com

NOTE: The platted utility easements affecting subject property were vacated by the instrument filed on [Film 1229, Page 999](#).

27. Access to Parcel 3 is afforded of Parcels 1, 4 and 5 by virtue of common ownership.
28. Lot Split filed as [Film 1216, Page 627](#).
29. The terms and provisions contained in the document entitled "Building Separation Agreement" filed as Film [1267, Page 1435](#).
30. Subject property may become subject to special assessments for various capital improvements as evidenced by governmental filings of notice in the form of Certificates at [Film 1199, Page 1195](#); [Film 1216, Page 628](#) and Resolution at [Film 1214, Page 66](#).

THE FOLLOWING ITEMS APPLY TO PARCEL 4:

31. The following matters shown on or disclosed by the recorded [plat](#) referred to in the legal description: building setback lines and easements.

NOTE: The platted utility easements affecting subject property were vacated by the instrument filed on [Film 1229, Page 999](#).

32. The terms and provisions contained in the document entitled "Easement Agreement" filed as [Film 389, Page 983](#); amended on [Film 1214, Page 442](#).
33. An easement for water line, recorded as [Film 1299, Page 1231](#).
In favor of: The City of Wichita
Affects: a portion of subject property
34. Subject property may become subject to special assessments for various capital improvements as evidenced by a governmental filing of notice in the form of a Resolution at [Film 415, Page 653](#).

THE FOLLOWING ITEMS APPLY TO PARCEL 5:

35. The following matters shown on or disclosed by the recorded [plat](#) referred to



Security 1st Title

Any questions regarding this report should be directed to: **Josh Troyer**

Phone: **316-267-8371**, Email: jtroyer@security1st.com

in the legal description: building setback lines, easements and access controls.

NOTE: The platted utility easements affecting subject property were vacated by the instrument filed on [Film 1229, Page 999](#).

- 36. The terms and provisions contained in the document entitled "Easement Agreement" filed as [Film 1267, Page 1442](#).**

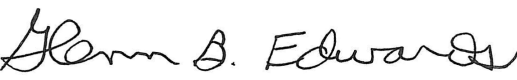
THE FOLLOWING ITEMS APPLY TO ALL PARCELS:

- 37. The terms and provisions contained in the document entitled "Easement Agreement" filed as [Film 389, Page 983](#); amended on [Film 1214, Page 442](#).**
- 38. Rights of parties in possession under unrecorded leases.**

Note: All supporting documents can be downloaded through this [link](#).

Dated: **October 25, 2019, at 7:30 a.m.**

SECURITY 1ST TITLE

By: 

LICENSED ABSTRACTER

EXHIBIT "A"

Parcel 1:

That portion of Lot 1, [Star Lumber Company Addition](#) to Wichita, Kansas, Sedgwick County, Kansas, described as beginning at the Northwest corner of said Lot 1; thence east along the North line of said Lot 1, a distance of 89.13 feet to the Northerly extension of the west face of the west wall of an existing building #4141 West Maple; thence southerly along said west face and its extensions, 279.96 feet, more or less, to the South line of said Lot 1; thence west along the South line of said Lot 1, 91.09 feet to the Southwest corner of said Lot 1; thence north along the west line of said Lot 1 to the point of beginning.

Parcel 2:

Lots 1 and 2, [Star Lumber Company 4th Addition](#), Wichita, Kansas, Sedgwick County, Kansas.

Parcel 3:

The west 231.1 feet of the north 360 feet of Lot 1, [Star Lumber Company 5th Addition](#), Wichita, Kansas, Sedgwick County, Kansas.

Parcel 4:

Lot 1, [Star Lumber Company 6th Addition](#), Wichita, Kansas, Sedgwick County, Kansas.

Parcel 5:

Lot 1, [Star Lumber Company 7th Addition](#), Wichita, Kansas, Sedgwick County, Kansas.

Parcel 6:

A non-exclusive easement for the benefit of Parcels 1, 2, 3, 4 and 5 as created by instruments dated September 10, 1979, recorded October 5, 1979 on [Film 389, Page 983](#), and dated December 20, 1991, recorded December 20, 1991 on [Film 1214, Page 442](#), for ingress and egress of pedestrian and vehicular traffic over a portion of Lot 2, Westport Second Addition, Wichita, Kansas, Sedgwick County, Kansas, as shown on Exhibits A and B of said instrument.

Parcel Key to Preliminary Title Report





Sedgwick County
Register of Deeds - Bill Meek
DOC #/FLM-PG: 29007949

Receipt #: 1698945
Pages Recorded: 3
Cashier Initials: DH

Recording Fee: \$16.00
Authorized By:

Date Recorded: 9/19/2008 1:21:47 PM



KANSAS SPECIAL WARRANTY DEED

009419

THIS INDENTURE is made as of the 18 day of September, 2008, by and between KIR W. WICHITA L.P., a Kansas limited partnership ("Seller"), and 350 S TRACY, LC, a Kansas limited liability company ("Purchaser"). Mailing address of Purchaser is c/o Randall G. Salyer, 1720 S. 151st Street West, Goddard, Kansas 67052.

WITNESSETH, that Seller, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Seller duly paid, the receipt of which is hereby acknowledged, does by these presents CONVEY and WARRANT unto Purchaser and Purchaser's successors and assigns all of the real property described on Exhibit A attached hereto and incorporated herein by this reference in Wichita, Sedgwick County, Kansas (the "Property"), SUBJECT TO (i) real estate taxes and special assessments for 2008 and subsequent years not yet due and payable and (ii) all easements, covenants, restrictions, declarations and encumbrances of record (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, unto Purchaser and Purchaser's successors and assigns, forever; Seller hereby covenanting that (i) the Property is free and clear from any encumbrance done or suffered by Seller, except for the Permitted Exceptions, and (ii) Seller will warrant and defend the title to the Property unto Purchaser and Purchaser's successors and assigns forever against the lawful claims and demands of all persons claiming or to claim the same by, through or under Seller, except for the Permitted Exceptions.

3/16.00
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IN WITNESS WHEREOF, Seller has caused this Deed to be executed the day and year first above written.

(14) KIR W. WICHITA L.P., a Kansas limited partnership
By: KIR W. Wichita 815, Inc., a Kansas corporation,
its general partner

By: Raymond Edwards
Name: Raymond Edwards
Title: Vice President

STATE OF NEW YORK)
: ss.:
COUNTY OF NASSAU)

On this 15th day of September, 2008, before me, a Notary Public in and for said County and State, personally appeared Raymond Edwards, to me personally known, who, being by me duly sworn, did say that he is the Vice President of KIR W. Wichita 815, Inc., a Kansas corporation, General Partner of KIR W. Wichita L.P., a Kansas limited partnership, and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

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

Josephine Engle
Notary Public
Commissioned in QUEENS County

JOSEPHINE ENGLE
Notary Public, State of New York
No. 01EN006873
Qualified in Queens County
Certificate on file in Nassau County
My Commission Expires 9/22/2011

My Commission Expires:

9/22/11

EXHIBIT A**Real Estate****Parcel 1:**

That portion of Lot 1, Star Lumber Company Addition to Wichita, Kansas, Sedgwick County, Kansas, described as beginning at the Northwest corner of said Lot 1; thence east along the North line of said Lot 1, a distance of 89.13 feet to the Northerly extension of the west face of the west wall of an existing building #4141 West Maple; thence southerly along said west face and its extensions, 279.96 feet, more or less, to the South line of said Lot 1; thence west along the South line of said Lot 1, 91.09 feet to the Southwest corner of said Lot 1; thence north along the west line of said Lot 1 to the point of beginning.

Parcel 2:

Lots 1 and 2, Star Lumber Company 4th Addition, Wichita, Kansas, Sedgwick County, Kansas.

Parcel 3:

The west 231.1 feet of the north 360 feet of Lot 1, Star Lumber Company 5th Addition, Wichita, Kansas, Sedgwick County, Kansas.

Parcel 4:

Lot 1, Star Lumber Company 6th Addition, Wichita, Kansas, Sedgwick County, Kansas.

Parcel 5:

Lot 1, Star Lumber Company 7th Addition, Wichita, Kansas, Sedgwick County, Kansas.

Parcel 6:

A non-exclusive easement for the benefit of Parcels 1, 2, 3, 4 and 5 as created by instruments dated September 10, 1979, recorded October 5, 1979 on Film 389, Page 983, and dated December 20, 1991, recorded December 20, 1991 on Film 1214, Page 442, for ingress and egress of pedestrian and vehicular traffic over a portion of Lot 2, Westport Second Addition, Wichita, Kansas, Sedgwick County, Kansas, as shown on Exhibits A and B of said instrument.

Parcels 1, 2, 3, 4 and 5 are also described as:

Beginning at the Southwest corner of lot 1, Star Lumber Company 6th Addition, Wichita, Kansas, Sedgwick County, Kansas; thence n 01°22'45" E along the West line of said Lot 1, a distance of 360.47 feet to the Northwest corner of said Lot 1; thence N 89°52'19" E along the South line of Lots 3 and 4, Star Lumber Company 4th Addition, Wichita, Kansas, Sedgwick County, Kansas, a distance of 206.14 feet to the Southeast corner of said Lot 3; thence N 00°20'09" E along the East line of said Lot 3, a distance of 279.62 feet to the Northeast corner of said Lot 3; thence N 90°00'00" E along the North line of Lots 1 and 2, Star Lumber Company 4th Addition, Wichita, Kansas, Sedgwick County, Kansas and Lot 1, Star Lumber Company 7th Addition, Wichita, Kansas, Sedgwick County, Kansas, a distance of 429.20 feet to the northerly extension of the west face of the west wall of an existing building #4141 West Maple; thence S 00°07'06" E, along said west face and its extensions, a distance of 280.31 feet to the South line of said Lot 1; thence S 00°18'45" W, parallel to the West line of Lot 1, Star Lumber Company 5th Addition, Wichita, Kansas, Sedgwick County, Kansas, a distance of 360 feet to the South line of said Lot 1; thence N 89°59'15" W along the South line of said Lot 1, a distance of 644.27 feet past the Southeast corner of Lot 1, Star Lumber Company 6th Addition, Wichita, Kansas, Sedgwick County, Kansas and along the South line of said Lot 1 to the point of beginning.

STAR LUMBER COMPANY ADDITION

TO WICHITA KANSAS

Sub 37
Exp 337



State of Kansas, ss. Be it remembered that on this 2nd day of February, 1966, before me a notary public in and for said county and state came ~~Robert L. Goodel~~ and ~~William J. Goodel~~, President and William J. Goodel, Secretary of Star Lumber and Supply Co., Inc. to me known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

N. G. O'Brien Notary Public
My Comm. Exp. 25-1-66

This plat of "STAR LUMBER COMPANY ADDITION" to Wichita, Kansas has been approved by the Wichita-Sedgewick County Metropolitan Area Planning Commission, Wichita, Kansas, and is hereby transmitted to the Board of Commissioners of the City of Wichita, Kansas with the recommendation that such plat be approved as proposed. Dated this 4th day of November, 1965.

W. J. Goodel Vice-Chairman
C. Biehl Secretary

Approved by the Board of City Commissioners this 26th day of February, 1966.

W. J. Goodel Mayor
John E. Edwards City Clerk

Approved by the Board of County Commissioners this 14th day of February, 1966.

Tom Scott Chairman
Th. O. Williams Commissioner
Th. O. Williams County Clerk

State of Kansas, ss. We, Baughman Company, Surveyors, do hereby certify that we have surveyed and plotted "STAR LUMBER COMPANY ADDITION" to Wichita, Kansas and that the accompanying plat is a true and correct exhibit of the property surveyed, described as follows: Beginning at the N.E. corner of the N.E. 1/4 of Sec. 26, Twp. 27-S., R. 1-W., thence west 130 feet; thence south 330 feet; thence east 130 feet; thence north 330 feet to beginning.

John J. Ruess
Baughman Company, Surveyors

Know all men by these presents that ~~Ray Carley and Mattie Carley~~ his wife and Star Lumber and Supply Co., Inc. a corporation by Robert L. Goodel, Vice President and William J. Goodel, Secretary have caused the land described in the survey certificate to be plotted into a lot and streets to be known as "STAR LUMBER COMPANY ADDITION" to Wichita, Kansas.

Easements are hereby granted as indicated for the construction and maintenance of all public utilities. The streets are hereby dedicated to and for the use of the public.

Star Lumber and Supply Co., Inc.

Robert L. Goodel Vice President
William J. Goodel Secretary

Entered on transfer record this 11 day of February, 1966.

Th. O. Williams County Clerk

We, Ray Carley and Mattie Carley and Mathilda A. Goodel, holders of mortgages on the above described property do hereby consent to the plat of "STAR LUMBER COMPANY ADDITION" to Wichita, Kansas.

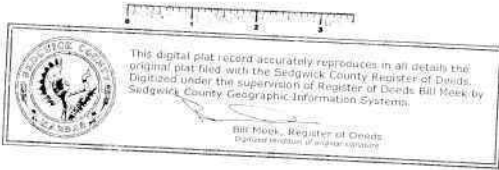
Ray Carley Mattie Carley
Mathilda A. Goodel

State of Kansas, ss. This is to certify that this plat was filed for record in the office of the Register of Deeds this 14th day of February, 1966, at 8:00 o'clock A.M. and is duly recorded.

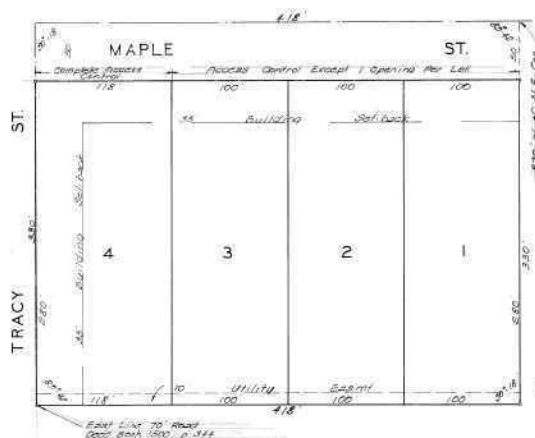
Rufus E. Niering Register of Deeds
Ray Beal Deputy

State of Kansas, ss. Be it remembered that on this 2nd day of February, 1966, before me a notary public in and for said county and state came Ray Carley and Mattie Carley and Mathilda A. Goodel to me known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Delores M. Brown Notary Public
My Comm. Exp. July 8, 1967



WICHITA KANSAS



State of Kansas)³⁵ We, Baughman Company,
Surveyors in ~~Sequoia~~ ^{Sequoia} county and state do here
by certify that we have surveyed and located
the LUMBER COMPANY'S ADDITION, Nighth
Kansas and that the accompanying plat is a true
and correct exhibit of the property surveyed and de-
scribed as beginning at a point on the north line
of the N.E. 1/4 of Sec. 26, T. 17, R. 87, E. 1, S. 1, of
the N.E. 1/4 of Sec. 26, T. 17, R. 87, E. 1, S. 1, of
the east line of a 70 foot street located at Book 1500,
page 344; thence south parallel with the east
line of said 1/4 Sec. 330 feet; thence east 418
feet; thence north 330 feet to beginning.
Wm. Baughman Company

William J. Kunk Surveyor

Know all men by these pres-
ents that we Star Lumber and Supply Company,
Inc. a corporation by William J. Goebel, President
and Robert L. Goebel, Secretary, have caused
the land described in the surveyors certificate
to be platted into lots and street to be known
as "STAR LUMBER COMPANY 4TH ADDITION"
which Kansas is hereby created
as indicated for the construction and maintenance
of all public utilities. The street is hereby
dedicated to and for the use of the public.

All abutters rights of access to or from Maple over and across the north line of Lots 1-2-3 & 4 are hereby granted the City of Wichita, provided however that Lots 2-3 & 4 shall have access to Maple at 1 point per lot, as shall be determined by the City Engineer of the City of Wichita, Kansas.

Star Lumber and Supply Company, Inc.

William J. Boebel President
Robert L. Boebel Secretary

State of Kansas)
Seagovick County, ss. Be it remembered that on this
_____ day of _____, 1973, before me a notary
public in Seagovick county and state aforesaid,
William J. Goebel, President and Robert L. Goebel,
Goebel, Secretary of Star Lumber and Supply
Company, Inc. to me known to be the same per-
sons who executed the foregoing instrument of
writing and duly acknowledged the execution
of the same. In testimony whereof I have here-
unto set my hand and affixed my notarial seal
the day and year above written.

Mary Ann Connors Notary Public

My Comm. Exp. 2/22/97 MARY ANN CRAVEN

This plot of "STAR LUMBER COMPANY 4TH ADDITION" Wichita, Kansas, has been submitted to and approved by the Wichita-Sedgewick County Metropolitan Area Planning Commission Wichita, Kansas. Dated this 9 day of AUGUST 1973
Wichita-Sedgewick County Metropolitan Area Planning Commission.

Miriam L. Taylor Chairman
 Robert A. Lakin Secretary

This plat approved and all conditions shown hereon accepted by the Board of Commissioners of the City of Wichita, Kansas this 18th day of September 1973.

James H. Connolly Mayor
Ralph Eberly City Clerk

This plat approved and all
applications shown herein accepted by the
Board of Commissioners Sedgewick County, Kansas
this 27th day of September 1973

Carl E. Kush Chairman
Commissioner

Marie Warden
Marie Warden

Entered on transfer record
this 27 day of Sept 1973
169745 Marie Warden County Clerk
Marie Warden

State of Kansas } ss. This is to certify that this
Sedgewick County } plat was filed for record in the office of the
Register of Deeds, this 27th day of Sept.
1973, at 2:16 o'clock P.M. and is duly re-
corded.

John Hale
John Hale
Beal B. Gilbert

Register of Deeds
Deputy

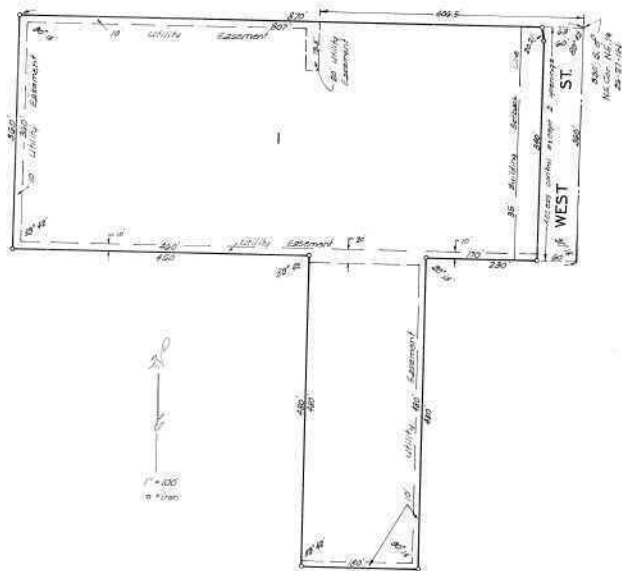


This digital plat record accurately reproduces in all details the original plat filed with the Sedgwick County Register of Deeds. Digitized under the supervision of Register of Deeds Bill Meek by Sedgwick County Geographic Information Systems.

Bill Meek, Register of Deeds
Digitized version of original signature

STAR LUMBER COMPANY 5TH ADDITION

WICHITA KANSAS



This plat of "STAR LUMBER COMPANY 5TH ADDITION" Wichita, Kansas, has been submitted to and approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas, dated this 23rd day of December, 1976.

Wichita-Sedgwick County Metropolitan Area Planning Commission

Donald B. Gragg Vice-Chairman
Donald B. Gragg
Robert A. Telen Secretary
Robert A. Telen

This plat approved and all dedications shown herein accepted by the Board of Commissioners of the City of Wichita, Kansas, this 15th day of February, 1977.

James H. Durrell Mayor
James H. Durrell
Charles E. Smith City Clerk
Charles E. Smith

This plat approved and all dedications shown herein accepted by the Board of Commissioners Sedgwick County, Kansas, this 15th day of March, 1977.

John Hale Chairman
John Hale
John Hale Commissioner
John Hale
Barth K. White County Clerk
Barth K. White

Entered on transfer record this 16th day of March, 1977.

Barth K. White County Clerk
Barth K. White

State of Kansas } ss. We, William L. Kordek, Surveyors in aforesaid county and state, do hereby certify that we have surveyed and platted "STAR LUMBER COMPANY 5TH ADDITION" Wichita, Kansas, and that the accompanying plat is a true and correct exhibit of the property surveyed described as and being a replat of lots 1-2-3 and 4, Star Lumber Company and Addition, Wichita, Kansas, together with all of West Street as dedicated on said Star Lumber Company 5th Addition, and the W1/2 of Lots 1-2-3 and 4, W1/2 Rich Addition, Wichita, Kansas. The street is being vacated by virtue of K.S.A. 8-20 Supp. (2-2-62).

1/10/77

Date



Boehmman Company

William L. Kordek Surveyor
William L. Kordek

Know all men by these presents that we, the undersigned have caused the land described in the surveyors certificate to be platted into a lot and a street to be known as STAR LUMBER COMPANY 5TH ADDITION, Wichita, Kansas. The easements are hereby granted as indicated for the construction and maintenance of all public utilities. The street is hereby dedicated to and for the use of the public. All abutting rights of access to the City of Wichita, provided however that Lot 1 shall have access to West St. at a point to be determined by the City Engineer of the City of Wichita, Kansas.

Star Lumber and Supply Company, Inc.



William L. Kordek President
William L. Kordek

Mary Ann Cravens Secretary
Mary Ann Cravens

State of Kansas } ss. Be it remembered that on this 11th day of January, 1977, before me a notary public in aforesaid county and state came William L. Kordek, President and Mary Ann Cravens, Secretary of Star Lumber and Supply Company, Inc., to me known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

My Comm. Exp. 1-24-1978

Ronald M. Brummel Notary Public
Ronald M. Brummel

State of Kansas } ss. This is to certify that this plat was filed for record in the office of the Register of Deeds this 16th day of March, 1977, at 2:55 o'clock P.M. and is duly recorded.

#319312

Bill Meek Register of Deeds
Bill Meek

Pat Ketter Deputy
Pat Ketter

We, the undersigned holders of a mortgage on the above described property do hereby consent to this plat of "STAR LUMBER COMPANY 5TH ADDITION" Wichita, Kansas.

Union National Bank
Attest:
Richard E. Gustine Vice President
Richard E. Gustine
James B. Hargis Cashier
James B. Hargis

State of Kansas } ss. Be it remembered that on this 11th day of January, 1977, before me a notary public in aforesaid county and state came William L. Kordek, President and Mary Ann Cravens, Secretary of Star Lumber and Supply Company, Inc., to me known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

My Comm. Exp. 11-12-77

Ronald M. Brummel Notary Public
Ronald M. Brummel

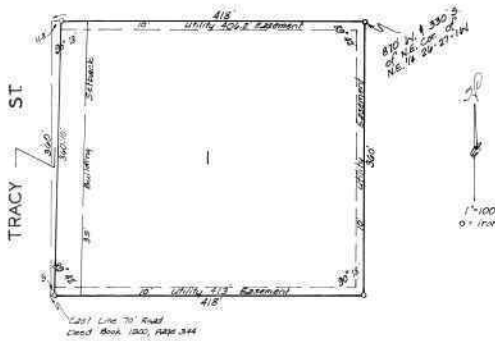


This digital plat record accurately reproduces in all details the original plat filed with the Sedgwick County Register of Deeds. Digitized under the supervision of Register of Deeds Bill Meek by Sedgwick County Geographic Information Systems.

Bill Meek, Register of Deeds
Digitized version of original signature

STAR LUMBER COMPANY 6TH ADDITION

WICHITA KANSAS



This plat of "STAR LUMBER COMPANY 6TH ADDITION" Wichita, Kansas has been submitted to and approved by the Wichita Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas. Dated this 21 day of June 1972.

Wichita Sedgwick County Metropolitan Area Planning Commission

William J. Gobel Chairman
Robert A. Lakin Secretary

This plat approved and all dedications shown hereon accepted by the Board of Commissioners Sedgwick County, Kansas, this 31st day of October 1972.

John Scott Chairman
John Hale Commissioner
Everett Patrick Commissioner
Dorothy K. White County Clerk

This plat approved and all dedications shown hereon accepted by the Board of Commissioners of the City of Wichita, Kansas, this 2nd day of November 1972.

Tom Casato Mayor
Donald C. Wisock City Clerk

Entered on transfer record this 2 day of November 1972.

Dorothy K. White County Clerk

State of Kansas, ss. We, Baughman Company, Surveyors in aforesaid county and state do hereby certify that we have surveyed and platted "STAR LUMBER COMPANY 6TH ADDITION" Wichita, Kansas, and that the accompanying plat is a true and correct exhibit of the property surveyed described as beginning 870 feet west and 330 feet south of the N.E. Cor. of N.E. 1/4 of Sec. 26, Twp. 27-S, R. 1-W, thence west parallel with the north line of said N.E. 1/4 418 feet to the east line of a 70 foot street located at Book 1500, page 344, thence south parallel with the east line of said N.E. 1/4 330 feet; thence east 418 feet; thence north 330 feet to beginning.

William L. Karber Surveyor

Know all men by these presents that we, the undersigned, have caused the land described in the surveyors certificate to be platted into a lot and street to be known as "STAR LUMBER COMPANY 6TH ADDITION" Wichita, Kansas. Easements are hereby granted as indicated for the construction and maintenance of all public utilities. The street is hereby dedicated to and for the use of the public.

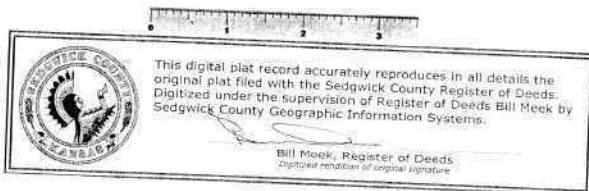
Star Lumber & Supply Co. Inc.
William J. Gobel President
Mary Ann Gravens Secretary

State of Kansas, ss. Be it remembered that on this 10th day of October 1972, before me a notary public in aforesaid county and state came William J. Gobel, President and Mary Ann Gravens, Secretary of Star Lumber & Supply Co. Inc. to me known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Notary Public
 My Comm. Exp. March 1973

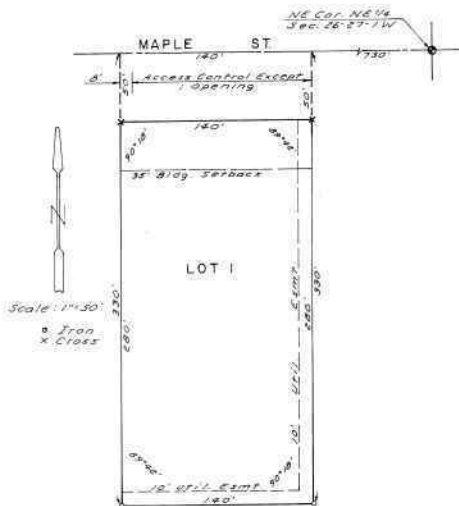
State of Kansas, ss. This is to certify that this plat was filed for record in the office of the Register of Deeds, this 2nd day of November 1972, at 2:00 o'clock P.M. and is duly recorded.

Belle F. McLean Register of Deeds
Pat Kettler Deputy



STAR LUMBER COMPANY 7TH ADDITION

WICHITA, KANSAS



This plat of "STAR LUMBER COMPANY 7TH ADDITION", Wichita, Kansas, has been submitted to and approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas, Dated this 5th day of January, 1981.

Wichita-Sedgwick County Metropolitan Area Planning Commission

Robert A. Lavin Vice Chairman
Robert A. Lavin Secretary

This plat approved and all dedications shown hereon accepted by the Board of City Commissioners, Wichita, Kansas, this 16th day of June, 1981.

W. C. Brown Mayor
Donald C. Dister City Clerk

This plat approved and all dedications shown hereon accepted by the Board of County Commissioners, Sedgwick County, Kansas, this 26th day of June, 1981.

John P. Dwyer Chairman
John P. Dwyer Commissioner
John P. Dwyer Commissioner
Donald K. White County Clerk
Judy Smith Deputy

Entered on transfer record this 26th day of June, 1981.

Donald K. White County Clerk
Judy Smith Deputy

#543963

State of Kansas, ss: We, Baughman Company, P.A., Surveyors in aforesaid county and state do hereby certify that we have surveyed and platted "STAR LUMBER COMPANY 7TH ADDITION", Wichita, Kansas, and that the accompanying plat is a true and correct exhibit of the property surveyed, described as beginning at a point on the north line of the NE 1/4 of Section 26, T27S, R1W, Sedgwick County, Kansas, said point being 730 feet west of the NE corner thereof; thence southerly, parallel with the east line of said NE 1/4, 330 feet; thence westerly, parallel with the north line of said NE 1/4, 140 feet; thence northerly, parallel with the east line of said NE 1/4, 330 feet to the north line of said NE 1/4; thence easterly, along said north line, 140 feet to the point of beginning, except the north 30 feet taken for street.

Date May 22, 1981 Baughman Company, P.A.

John E. Lundblad Surveyor



Know all men by these presents that we, the undersigned, have caused the land described in the surveyors certificate to be platted into a lot to be known as "STAR LUMBER COMPANY 7TH ADDITION", Wichita, Kansas. The easements are hereby granted as indicated for the construction and maintenance of public utilities. All abutters rights of access to Maple Street over and across the north line of Lot 1 are hereby granted to the City of Wichita, Kansas, except, however, that Lot 1 shall have access to Maple Street at one location over the east 138 feet of said lot, said location to be determined by the City Engineer.

Star Lumber & Supply Co., Inc.
William J. Goebel President

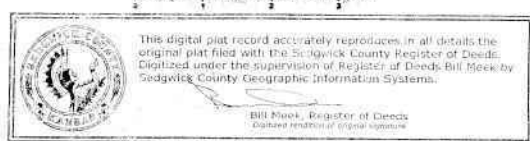
State of Kansas, ss: The foregoing instrument was acknowledged before me this 23rd day of May, 1981, by Star Lumber & Supply Co., Inc. by William J. Goebel, President.

Mark A. Gray Notary Public
My Commission Expires 3/1/84



State of Kansas, ss: This is to certify that this plat has been filed for record in the Office of the Register of Deeds this 26th day of June, 1981, at 11:30 o'clock, A.M., and is duly recorded.

Butte J. McCart Register of Deeds
Peg Kettler Deputy



Bill Mook, Register of Deeds
Digitized reproduction of original signature

P 4-28

P 4-28

P 4-28

20.00

2019 Real Estate Tax Statement

Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961

BILLING DATE: 11/19/2019
PIN NO: 00229206
AIN NO: 137260110100101
GEO CODE: D 282680001
BILL NO: 191404816

TAX UNIT: 6702
Printed by: sanuser
R-0-000001 *DUPLICATE* 11/19/2019


Make check payable to: Sedgwick County Treasurer

Real Estate Tax Summary	
Special Assessment	Amount
Special Assessment Principal	0.00
Special Assessment Interest	0.00
Solid Waste Fee	8.39
Special Assessment Total	8.39

Property Address of Record

Taxed Items:

BEG NW COR LOT 1 E 89.13 FT SLY 279.96 FT M-L TO S LI LOT W
91.09 FT TO SW COR LOT N TO BEG STAR LUMBER CO. ADD.


RANDALL G SALYER
PO BOX 780787
WICHITA KS 67278-0787

Owner of Record November 19, 2019

350 S TRACY LC

Real Estate Account Summary

Description	Amount
Net General Tax	2,578.12
Special Assessment	8.39
Total Amount Due	2,586.51
Delinquent Years Total	0.00
Payment(s) Applied	0.00
Homestead Advance	0.00
Applicable Interest and Fees	0.00
Minimum Half Amount due	1,293.26
Full Payment	2,586.51

Half or Full Payment Due December 20, 2019

PAYMENTS WILL BE APPLIED TO OLDEST YEAR FIRST

YOUR CHECK IS YOUR RECEIPT UNLESS YOU MARK THE RECEIPT OPTION BOX BELOW.
PAY ONLINE AT WWW.SEDGWICKCOUNTY.ORG

ATTENTION TAXPAYER:
A 2.19% convenience fee will be charged to all credit card transactions.

My Local Taxes - How are they used?
Go to WWW.SEDGWICKCOUNTY.ORG click Government, Departments and Services, Treasurer
MY LOCAL TAXES Breakdown Click the link to get a personalized breakdown of Real Estate
Total Taxes by Jurisdiction and Sedgwick County Taxes at work

ALL LATE PAYMENTS WILL BE ASSESSED INTEREST PENALTY PLUS APPLICABLE FEES.

2019 Real Estate Tax Statement

01 1

AIN NO: 137260110100101
GEO CODE: D 282680001
TU: 6702

Late Payments

Call (316) 660-9000 for later payoff

Printed by: sanuser

Check relevant boxes

DUPLICATE 11/19/2019

☐ Address Change?
See Back

☐ Credit Card Payment
(See Back)

☐ Mail Receipt

Mail payments to:


Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961

Due by December 20, 2019

Minimum Payment	1,293.26
Full Payment	2,586.51
Amount Enclosed	

2019-00229206

350 S TRACY LC


RANDALL G SALYER
PO BOX 780787
WICHITA KS 67278-0787

201919140481600229206 011 0000129326 0000258651 3

Property Taxes and Appraisals

BEG NW COR LOT 1 E 89.13 FT SLY 279.96 FT M-L TO S LI LOT W 91.09 FT TO SW COR LOT N TO BEG STAR LUMBER CO. ADD.

Property Description

Legal Description	BEG NW COR LOT 1 E 89.13 FT SLY 279.96 FT M-L TO S LI LOT W 91.09 FT TO SW COR LOT N TO BEG STAR LUMBER CO. ADD.
Owner	350 S TRACY LC
Mailing Address	1720 S 151ST ST W GODDARD KS 67052-9449
Geo Code	D 282680001
PIN	00229206
AIN	137260110100101
Tax Unit	6702 001 WICHITA U-259
Land Use	2128 Discount store
Market Land Square Feet	25,218
2019 Total Acres	.58
2019 Appraisal	\$88,300
2019 Assessment	\$22,075

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2019	Commercial / Industrial	\$88,300	\$0	\$88,300	
2018	Commercial / Industrial	\$88,300	\$0	\$88,300	
2017	Commercial / Industrial	\$88,300	\$0	\$88,300	
2016	Commercial / Industrial	\$88,300	\$0	\$88,300	
2015	Commercial / Industrial	\$88,300	\$0	\$88,300	
2014	Commercial / Industrial	\$88,300	\$0	\$88,300	
2013	Commercial / Industrial	\$88,300	\$0	\$88,300	
2012	Commercial / Industrial	\$88,300	\$0	\$88,300	
2011	Commercial / Industrial	\$88,300	\$0	\$88,300	
2010	Commercial / Industrial	\$88,300	\$0	\$88,300	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2019	Commercial / Industrial	\$22,075	\$0	\$22,075	
2018	Commercial / Industrial	\$22,075	\$0	\$22,075	
2017	Commercial / Industrial	\$22,075	\$0	\$22,075	
2016	Commercial / Industrial	\$22,075	\$0	\$22,075	
2015	Commercial / Industrial	\$22,075	\$0	\$22,075	
2014	Commercial / Industrial	\$22,075	\$0	\$22,075	
2013	Commercial / Industrial	\$22,075	\$0	\$22,075	
2012	Commercial / Industrial	\$22,075	\$0	\$22,075	
2011	Commercial / Industrial	\$22,075	\$0	\$22,075	
2010	Commercial / Industrial	\$22,075	\$0	\$22,075	

2019 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$8.39
Totals:		\$0.00	\$0.00	\$8.39

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2019	116.788000	\$2,578.12	\$8.39	\$0.00	\$0.00	\$2,586.51	\$0.00	\$2,586.51
2018	117.213000	\$2,587.49	\$6.73	\$0.00	\$0.00	\$2,594.22	\$2,594.22	\$0.00
2017	117.293000	\$2,589.25	\$6.73	\$0.00	\$0.00	\$2,595.98	\$2,595.98	\$0.00
2016	117.201000	\$2,587.20	\$5.73	\$0.00	\$0.00	\$2,592.93	\$2,592.93	\$0.00
2015	119.847000	\$2,645.62	\$5.73	\$11.05	\$0.00	\$2,662.40	\$2,662.40	\$0.00
2014	117.365011	\$2,590.84	\$7.43	\$10.83	\$0.00	\$2,609.10	\$2,609.10	\$0.00
2013	120.600691	\$2,662.27	\$7.43	\$26.70	\$0.00	\$2,696.40	\$2,696.40	\$0.00
2012	120.602427	\$2,662.31	\$6.83	\$13.48	\$0.00	\$2,682.62	\$2,682.62	\$0.00
2011	120.304845	\$2,655.73	\$6.83	\$0.00	\$0.00	\$2,662.56	\$2,662.56	\$0.00
2010	120.059000	\$2,650.30	\$6.83	\$101.65	\$16.00	\$2,774.78	\$2,774.78	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.384000
0518 CITY OF WICHITA	32.721000
0602 USD 259	16.120000
0602 USD 259 SC	7.985000
0602 USD 259 SG	20.000000
0754 USD 259 BOND	9.078000
Total: 116.788000	

2019 Real Estate Tax Statement

Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961


BILLING DATE: 11/19/2019
PIN NO: 00231066
AIN NO: 137260110100300
GEO CODE: D 30001
BILL NO: 191406123

TAX UNIT: 6702
Printed by: sanuser
R-0-000001 *DUPLICATE* 11/19/2019

Make check payable to: Sedgwick County Treasurer

Real Estate Tax Summary	
Special Assessment	Amount
Special Assessment Principal	0.00
Special Assessment Interest	0.00
Solid Waste Fee	8.39
Special Assessment Total	8.39

Property Address of Record
Taxed Items:
LOT 1 STAR LUMBER CO. 4TH. ADD.


RANDALL G SALYER
PO BOX 780787
WICHITA KS 67278-0787

Owner of Record November 19, 2019
350 S TRACY LC

Real Estate Account Summary

Description	Amount
Net General Tax	2,867.15
Special Assessment	8.39
Total Amount Due	2,875.54
Delinquent Years Total	0.00
Payment(s) Applied	0.00
Homestead Advance	0.00
Applicable Interest and Fees	0.00
Minimum Half Amount due	1,437.77
Full Payment	2,875.54

Half or Full Payment Due December 20, 2019

PAYMENTS WILL BE APPLIED TO OLDEST YEAR FIRST

YOUR CHECK IS YOUR RECEIPT UNLESS YOU MARK THE RECEIPT OPTION BOX BELOW.
PAY ONLINE AT WWW.SEDGWICKCOUNTY.ORG

ATTENTION TAXPAYER:
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Total Taxes by Jurisdiction and Sedgwick County Taxes at work

ALL LATE PAYMENTS WILL BE ASSESSED INTEREST PENALTY PLUS APPLICABLE FEES.

2019 Real Estate Tax Statement

01 1

AIN NO: 137260110100300
GEO CODE: D 30001
TU: 6702

Late Payments

Call (316) 668-9000 for later payoff

Printed by: sanuser

Check relevant boxes

DUPLICATE 11/19/2019

☐ Address Change?
See Back

☐ Credit Card Payment
(See Back)

☐ Mail Receipt

Mail payments to:


Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961

Due by December 20, 2019

Minimum Payment	1,437.77
Full Payment	2,875.54
Amount Enclosed	

2019-00231066

350 S TRACY LC


RANDALL G SALYER
PO BOX 780787
WICHITA KS 67278-0787

201919140612300231066 011 0000143777 0000287554 8

Property Taxes and Appraisals

LOT 1 STAR LUMBER CO. 4TH. ADD.

Property Description

Legal Description	LOT 1 STAR LUMBER CO. 4TH. ADD.
Owner	350 S TRACY LC
Mailing Address	1720 S 151ST ST W GODDARD KS 67052-9449
Geo Code	D 30001
PIN	00231066
AIN	137260110100300
Tax Unit	6702 001 WICHITA U-259
Land Use	2128 Discount store
Market Land Square Feet	28,046
2019 Total Acres	.64
2019 Appraisal	\$98,200
2019 Assessment	\$24,550

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2019	Commercial / Industrial	\$98,200	\$0	\$98,200	
2018	Commercial / Industrial	\$98,200	\$0	\$98,200	
2017	Commercial / Industrial	\$98,200	\$0	\$98,200	
2016	Commercial / Industrial	\$98,200	\$0	\$98,200	
2015	Commercial / Industrial	\$98,200	\$0	\$98,200	+0%
2014	Commercial / Industrial	\$98,000	\$0	\$98,000	
2013	Commercial / Industrial	\$98,000	\$0	\$98,000	
2012	Commercial / Industrial	\$98,000	\$0	\$98,000	
2011	Commercial / Industrial	\$98,000	\$0	\$98,000	
2010	Commercial / Industrial	\$98,000	\$0	\$98,000	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2019	Commercial / Industrial	\$24,550	\$0	\$24,550	
2018	Commercial / Industrial	\$24,550	\$0	\$24,550	
2017	Commercial / Industrial	\$24,550	\$0	\$24,550	
2016	Commercial / Industrial	\$24,550	\$0	\$24,550	
2015	Commercial / Industrial	\$24,550	\$0	\$24,550	+0%
2014	Commercial / Industrial	\$24,500	\$0	\$24,500	
2013	Commercial / Industrial	\$24,500	\$0	\$24,500	
2012	Commercial / Industrial	\$24,500	\$0	\$24,500	
2011	Commercial / Industrial	\$24,500	\$0	\$24,500	
2010	Commercial / Industrial	\$24,500	\$0	\$24,500	

2019 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
Totals:		\$0.00	\$0.00	\$8.39

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$8.39
Totals:		\$0.00	\$0.00	\$8.39

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2019	116.788000	\$2,867.15	\$8.39	\$0.00	\$0.00	\$2,875.54	\$0.00	\$2,875.54
2018	117.213000	\$2,877.61	\$6.73	\$0.00	\$0.00	\$2,884.34	\$2,884.34	\$0.00
2017	117.293000	\$2,879.56	\$6.73	\$0.00	\$0.00	\$2,886.29	\$2,886.29	\$0.00
2016	117.201000	\$2,877.29	\$5.73	\$0.00	\$0.00	\$2,883.02	\$2,883.02	\$0.00
2015	119.847000	\$2,942.26	\$5.73	\$12.28	\$0.00	\$2,960.27	\$2,960.27	\$0.00
2014	117.365011	\$2,875.43	\$7.43	\$12.01	\$0.00	\$2,894.87	\$2,894.87	\$0.00
2013	120.600691	\$2,954.71	\$7.43	\$29.62	\$0.00	\$2,991.76	\$2,991.76	\$0.00
2012	120.602427	\$2,954.74	\$6.83	\$14.96	\$0.00	\$2,976.53	\$2,976.53	\$0.00
2011	120.304845	\$2,947.46	\$6.83	\$0.00	\$0.00	\$2,954.29	\$2,954.29	\$0.00
2010	120.059000	\$2,941.46	\$6.83	\$112.80	\$16.00	\$3,077.09	\$3,077.09	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.384000
0518 CITY OF WICHITA	32.721000
0602 USD 259	16.120000
0602 USD 259 SC	7.985000
0602 USD 259 SG	20.000000
0754 USD 259 BOND	9.078000
Total: 116.788000	

2019 Real Estate Tax Statement

Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961

BILLING DATE: 11/19/2019
PIN NO: 00231067
AIN NO: 137260110100400
GEO CODE: D 30002
BILL NO: 191405986

TAX UNIT: 6702
Printed by: sanuser
R-0-000001 *DUPLICATE* 11/19/2019

Make check payable to: Sedgwick County Treasurer

Real Estate Tax Summary	Amount
Special Assessment	
Special Assessment Principal	0.00
Special Assessment Interest	0.00
Solid Waste Fee	8.39
Special Assessment Total	8.39

Property Address of Record

Taxed Items:

LOT 2 STAR LUMBER CO. 4TH. ADD.

Owner of Record November 19, 2019

350 S TRACY LC

RANDALL G SALYER
PO BOX 780787
WICHITA KS 67278-0787

Real Estate Account Summary

Description	Amount
Net General Tax	2,870.06
Special Assessment	8.39
Total Amount Due	2,878.45
Delinquent Years Total	0.00
Payment(s) Applied	0.00
Homestead Advance	0.00
Applicable Interest and Fees	0.00
Minimum Half Amount due	1,439.23
Full Payment	2,878.45

Half or Full Payment Due December 20, 2019

PAYMENTS WILL BE APPLIED TO OLDEST YEAR FIRST

YOUR CHECK IS YOUR RECEIPT UNLESS YOU MARK THE RECEIPT OPTION BOX BELOW.
PAY ONLINE AT WWW.SEDGWICKCOUNTY.ORG

ATTENTION TAXPAYER:

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My Local Taxes - How are they used?

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MY LOCAL TAXES Breakdown Click the link to get a personalized breakdown of Real Estate
Total Taxes by Jurisdiction and Sedgwick County Taxes at Work

ALL LATE PAYMENTS WILL BE ASSESSED INTEREST PENALTY PLUS APPLICABLE FEES.

2019 Real Estate Tax Statement

01 1

AIN NO: 137260110100400
GEO CODE: D 30002
TU: 6702

Late Payments

Call (316) 660-9000 for later payoff

Printed by: sanuser

Check relevant boxes

DUPLICATE 11/19/2019

☐ Address Change?
See Back

☐ Credit Card Payment
(See Back)

☐ Mail Receipt

Mail payments to:

Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961

Due by December 20, 2019

Minimum Payment	1,439.23
Full Payment	2,878.45
Amount Enclosed	

2019-00231067

350 S TRACY LC

RANDALL G SALYER

PO BOX 780787
WICHITA KS 67278-0787

201919140598600231067 011 0000143923 0000287845 7

Property Taxes and Appraisals

LOT 2 STAR LUMBER CO. 4TH. ADD.

Property Description

Legal Description	LOT 2 STAR LUMBER CO. 4TH. ADD.
Owner	350 S TRACY LC
Mailing Address	1720 S 151ST ST W GODDARD KS 67052-9449
Geo Code	D 30002
PIN	00231067
AIN	137260110100400
Tax Unit	6702 001 WICHITA U-259
Land Use	2128 Discount store
Market Land Square Feet	28,091
2019 Total Acres	.64
2019 Appraisal	\$98,300
2019 Assessment	\$24,575

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2019	Commercial / Industrial	\$98,300	\$0	\$98,300	
2018	Commercial / Industrial	\$98,300	\$0	\$98,300	
2017	Commercial / Industrial	\$98,300	\$0	\$98,300	
2016	Commercial / Industrial	\$98,300	\$0	\$98,300	
2015	Commercial / Industrial	\$98,300	\$0	\$98,300	+0%
2014	Commercial / Industrial	\$98,000	\$0	\$98,000	
2013	Commercial / Industrial	\$98,000	\$0	\$98,000	
2012	Commercial / Industrial	\$98,000	\$0	\$98,000	
2011	Commercial / Industrial	\$98,000	\$0	\$98,000	
2010	Commercial / Industrial	\$98,000	\$0	\$98,000	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2019	Commercial / Industrial	\$24,575	\$0	\$24,575	
2018	Commercial / Industrial	\$24,575	\$0	\$24,575	
2017	Commercial / Industrial	\$24,575	\$0	\$24,575	
2016	Commercial / Industrial	\$24,575	\$0	\$24,575	
2015	Commercial / Industrial	\$24,575	\$0	\$24,575	+0%
2014	Commercial / Industrial	\$24,500	\$0	\$24,500	
2013	Commercial / Industrial	\$24,500	\$0	\$24,500	
2012	Commercial / Industrial	\$24,500	\$0	\$24,500	
2011	Commercial / Industrial	\$24,500	\$0	\$24,500	
2010	Commercial / Industrial	\$24,500	\$0	\$24,500	

2019 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
Totals:		\$0.00	\$0.00	\$8.39

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$8.39
Totals:		\$0.00	\$0.00	\$8.39

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2019	116.788000	\$2,870.06	\$8.39	\$0.00	\$0.00	\$2,878.45	\$0.00	\$2,878.45
2018	117.213000	\$2,880.51	\$6.73	\$0.00	\$0.00	\$2,887.24	\$2,887.24	\$0.00
2017	117.293000	\$2,882.47	\$6.73	\$0.00	\$0.00	\$2,889.20	\$2,889.20	\$0.00
2016	117.201000	\$2,880.21	\$5.73	\$0.00	\$0.00	\$2,885.94	\$2,885.94	\$0.00
2015	119.847000	\$2,945.25	\$5.73	\$12.30	\$0.00	\$2,963.28	\$2,963.28	\$0.00
2014	117.365011	\$2,875.43	\$7.43	\$12.01	\$0.00	\$2,894.87	\$2,894.87	\$0.00
2013	120.600691	\$2,954.71	\$7.43	\$29.62	\$0.00	\$2,991.76	\$2,991.76	\$0.00
2012	120.602427	\$2,954.74	\$6.83	\$14.96	\$0.00	\$2,976.53	\$2,976.53	\$0.00
2011	120.304845	\$2,947.46	\$6.83	\$0.00	\$0.00	\$2,954.29	\$2,954.29	\$0.00
2010	120.059000	\$2,941.46	\$6.83	\$112.80	\$16.00	\$3,077.09	\$3,077.09	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.384000
0518 CITY OF WICHITA	32.721000
0602 USD 259	16.120000
0602 USD 259 SC	7.985000
0602 USD 259 SG	20.000000
0754 USD 259 BOND	9.078000
Total: 116.788000	

2019 Real Estate Tax Statement

Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961

BILLING DATE: 11/19/2019
PIN NO: 00233040
AIN NO: 137260110101502
GEO CODE: D 316270002
BILL NO: 191408354

TAX UNIT: 6702
Printed by: sanuser
R-0-000001 *DUPLICATE* 11/19/2019

Make check payable to: Sedgwick County Treasurer

Real Estate Tax Summary	Amount
Special Assessment	
Special Assessment Principal	0.00
Special Assessment Interest	0.00
Solid Waste Fee	8.39
Special Assessment Total	8.39

Property Address of Record 350 S TRACY ST
Taxed Items:
W 231.1 FT N 360 FT LOT 1 STAR LUMBER CO. 5TH. ADD.

RANDALL G SALYER
PO BOX 780787
WICHITA KS 67278-0787

Owner of Record November 19, 2019
350 S TRACY LC

Real Estate Account Summary

Description	Amount
Net General Tax	15,337.20
Special Assessment	8.39
Total Amount Due	15,345.59
Delinquent Years Total	0.00
Payment(s) Applied	0.00
Homestead Advance	0.00
Applicable Interest and Fees	0.00
Minimum Half Amount due	7,672.80
Full Payment	15,345.59

Half or Full Payment Due December 20, 2019

PAYMENTS WILL BE APPLIED TO OLDEST YEAR FIRST

YOUR CHECK IS YOUR RECEIPT UNLESS YOU MARK THE RECEIPT OPTION BOX BELOW.
PAY ONLINE AT WWW.SEDGWICKCOUNTY.ORG

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MY LOCAL TAXES Breakdown Click the link to get a personalized breakdown of Real Estate
Total Taxes by Jurisdiction and Sedgwick County Taxes at work

ALL LATE PAYMENTS WILL BE ASSSESSED INTEREST PENALTY PLUS APPLICABLE FEES.

2019 Real Estate Tax Statement

01 1

AIN NO: 137260110101502
GEO CODE: D 316270002
TU: 6702

Late Payments

Call (316) 660-9800 for later payoff

Printed by: sanuser

Check relevant boxes

DUPLICATE 11/19/2019

☐ Address Change?
See Back

☐ Credit Card Payment
(See Back)

☐ Mail Receipt

Mail payments to:

Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961

Due by December 20, 2019

Minimum Payment	7,672.80
Full Payment	15,345.59
Amount Enclosed	

2019-00233040

350 S TRACY LC

RANDALL G SALYER
PO BOX 780787
WICHITA KS 67278-0787

201919140835400233040 011 0000767280 0001534559 9

Property Taxes and Appraisals

350 S TRACY ST WICHITA

Property Description

Legal Description	W 231.1 FT N 360 FT LOT 1 STAR LUMBER CO. 5TH. ADD.
Owner	350 S TRACY LC
Mailing Address	1720 S 151ST ST W GODDARD KS 67052-9449
Geo Code	D 316270002
PIN	00233040
AIN	137260110101502
Tax Unit	6702 001 WICHITA U-259
Land Use	2128 Discount store
Market Land Square Feet	83,336
2019 Total Acres	1.91
2019 Appraisal	\$525,300
2019 Assessment	\$131,325

Commercial Buildings

Building	Units	Built	Sq. Ft.
6-WAS VENTURE (Discount Store)		1993	96,530

More Details [View the Property Record Card for full property details](#)

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2019	Commercial / Industrial	\$291,700	\$233,600	\$525,300	+0%
2018	Commercial / Industrial	\$291,700	\$231,000	\$522,700	
2017	Commercial / Industrial	\$291,700	\$231,000	\$522,700	+79%
2016	Commercial / Industrial	\$291,700	\$0	\$291,700	
2015	Commercial / Industrial	\$291,700	\$0	\$291,700	
2014	Commercial / Industrial	\$291,700	\$0	\$291,700	
2013	Commercial / Industrial	\$291,700	\$0	\$291,700	
2012	Commercial / Industrial	\$291,700	\$0	\$291,700	
2011	Commercial / Industrial	\$291,700	\$0	\$291,700	
2010	Commercial / Industrial	\$291,700	\$0	\$291,700	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2019	Commercial / Industrial	\$72,925	\$58,400	\$131,325	+0%
2018	Commercial / Industrial	\$72,925	\$57,750	\$130,675	
2017	Commercial / Industrial	\$72,925	\$57,750	\$130,675	+79%
2016	Commercial / Industrial	\$72,925	\$0	\$72,925	
2015	Commercial / Industrial	\$72,925	\$0	\$72,925	
2014	Commercial / Industrial	\$72,925	\$0	\$72,925	
2013	Commercial / Industrial	\$72,925	\$0	\$72,925	
2012	Commercial / Industrial	\$72,925	\$0	\$72,925	

Year	Class	Land	Improvements	Total	Change
2011	Commercial / Industrial	\$72,925	\$0	\$72,925	
2010	Commercial / Industrial	\$72,925	\$0	\$72,925	

2019 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$8.39
Totals:		\$0.00	\$0.00	\$8.39

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2019	116.788000	\$15,337.20	\$8.39	\$0.00	\$0.00	\$15,345.59	\$0.00	\$15,345.59
2018	117.213000	\$15,316.81	\$6.73	\$0.00	\$0.00	\$15,323.54	\$15,323.54	\$0.00
2017	117.293000	\$15,327.26	\$6.73	\$0.00	\$0.00	\$15,333.99	\$15,333.99	\$0.00
2016	117.201000	\$8,546.89	\$5.73	\$0.00	\$0.00	\$8,552.62	\$8,552.62	\$0.00
2015	119.847000	\$8,739.86	\$5.73	\$36.44	\$0.00	\$8,782.03	\$8,782.03	\$0.00
2014	117.365011	\$8,558.85	\$7.43	\$35.69	\$0.00	\$8,601.97	\$8,601.97	\$0.00
2013	120.600691	\$8,794.82	\$7.43	\$88.02	\$0.00	\$8,890.27	\$8,890.27	\$0.00
2012	120.602427	\$8,794.93	\$6.83	\$44.45	\$0.00	\$8,846.21	\$8,846.21	\$0.00
2011	120.304845	\$8,773.25	\$6.83	\$0.00	\$0.00	\$8,780.08	\$8,780.08	\$0.00
2010	120.059000	\$8,755.32	\$6.83	\$335.22	\$16.00	\$9,113.37	\$9,113.37	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.384000
0518 CITY OF WICHITA	32.721000
0602 USD 259	16.120000
0602 USD 259 SC	7.985000
0602 USD 259 SG	20.000000
0754 USD 259 BOND	9.078000
Total: 116.788000	

2019 Real Estate Tax Statement

Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961

BILLING DATE: 11/19/2019
PIN NO: 00233646
AIN NO: 137260110100700
GEO CODE: D 32285
BILL NO: 191408641

TAX UNIT: 6702
Printed by: sanuser
R-0-000001 *DUPLICATE* 11/19/2019

Make check payable to: Sedgwick County Treasurer

Real Estate Tax Summary	Amount
Special Assessment	
Special Assessment Principal	0.00
Special Assessment Interest	0.00
Solid Waste Fee	8.39
Special Assessment Total	8.39

Property Address of Record
Taxed Items:
LOT 1 STAR LUMBER COMPANY 6TH ADD


RANDALL G SALYER
PO BOX 780787
WICHITA KS 67278-0787

Owner of Record November 19, 2019
350 S TRACY LC

Real Estate Account Summary

Description	Amount
Net General Tax	15,141.59
Special Assessment	8.39
Total Amount Due	15,149.98
Delinquent Years Total	0.00
Payment(s) Applied	0.00
Homestead Advance	0.00
Applicable Interest and Fees	0.00
Minimum Half Amount due	7,574.99
Full Payment	15,149.98

Half or Full Payment Due December 20, 2019

PAYMENTS WILL BE APPLIED TO OLDEST YEAR FIRST

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Total Taxes by Jurisdiction and Sedgwick County Taxes at work

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2019 Real Estate Tax Statement

01 1

AIN NO: 137260110100700
GEO CODE: D 32285
TU: 6702

Late Payments

Call (316) 660-9000 for later payoff

Printed by: sanuser

Check relevant boxes

DUPLICATE 11/19/2019

☐ Address Change?
See Back

☐ Credit Card Payment
(See Back)

☐ Mail Receipt

Mail payments to:


Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961

Due by December 20, 2019

Minimum Payment	7,574.99
Full Payment	15,149.98
Amount Enclosed	

2019-00233646

350 S TRACY LC


RANDALL G SALYER
PO BOX 780787
WICHITA KS 67278-0787

201919140864100233646 011 0000757499 0001514998 2

Property Taxes and Appraisals

LOT 1 STAR LUMBER COMPANY 6TH ADD

Property Description

Legal Description	LOT 1 STAR LUMBER COMPANY 6TH ADD
Owner	350 S TRACY LC
Mailing Address	1720 S 151ST ST W GODDARD KS 67052-9449
Geo Code	D 32285
PIN	00233646
AIN	137260110100700
Tax Unit	6702 001 WICHITA U-259
Land Use	2128 Discount store
Market Land Square Feet	148,166
2019 Total Acres	3.40
2019 Appraisal	\$518,600
2019 Assessment	\$129,650

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2019	Commercial / Industrial	\$518,600	\$0	\$518,600	
2018	Commercial / Industrial	\$518,600	\$0	\$518,600	
2017	Commercial / Industrial	\$518,600	\$0	\$518,600	-30%
2016	Commercial / Industrial	\$518,600	\$223,700	\$742,300	-35%
2015	Commercial / Industrial	\$518,600	\$617,400	\$1,136,000	
2014	Commercial / Industrial	\$518,600	\$617,400	\$1,136,000	-40%
2013	Commercial / Industrial	\$518,600	\$1,376,100	\$1,894,700	
2012	Commercial / Industrial	\$518,600	\$1,376,100	\$1,894,700	
2011	Commercial / Industrial	\$518,600	\$1,376,100	\$1,894,700	
2010	Commercial / Industrial	\$518,600	\$1,376,100	\$1,894,700	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2019	Commercial / Industrial	\$129,650	\$0	\$129,650	
2018	Commercial / Industrial	\$129,650	\$0	\$129,650	
2017	Commercial / Industrial	\$129,650	\$0	\$129,650	-30%
2016	Commercial / Industrial	\$129,650	\$55,925	\$185,575	-35%
2015	Commercial / Industrial	\$129,650	\$154,350	\$284,000	
2014	Commercial / Industrial	\$129,650	\$154,350	\$284,000	-40%
2013	Commercial / Industrial	\$129,650	\$344,025	\$473,675	
2012	Commercial / Industrial	\$129,650	\$344,025	\$473,675	
2011	Commercial / Industrial	\$129,650	\$344,025	\$473,675	
2010	Commercial / Industrial	\$129,650	\$344,025	\$473,675	

2019 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
Totals:		\$0.00	\$0.00	\$8.39

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$8.39
Totals:		\$0.00	\$0.00	\$8.39

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2019	116.788000	\$15,141.59	\$8.39	\$0.00	\$0.00	\$15,149.98	\$0.00	\$15,149.98
2018	117.213000	\$15,196.68	\$6.73	\$0.00	\$0.00	\$15,203.41	\$15,203.41	\$0.00
2017	117.293000	\$15,207.07	\$6.73	\$0.00	\$0.00	\$15,213.80	\$15,213.80	\$0.00
2016	117.201000	\$21,749.59	\$5.73	\$0.00	\$0.00	\$21,755.32	\$21,755.32	\$0.00
2015	119.847000	\$34,036.56	\$5.73	\$141.84	\$0.00	\$34,184.13	\$34,184.13	\$0.00
2014	117.365011	\$33,331.67	\$7.43	\$46.16	\$0.00	\$33,385.26	\$33,385.26	\$0.00
2013	120.600691	\$57,125.54	\$7.43	\$571.36	\$0.00	\$57,704.33	\$57,704.33	\$0.00
2012	120.602427	\$57,126.35	\$6.83	\$328.86	\$0.00	\$57,462.04	\$57,462.04	\$0.00
2011	120.304845	\$56,985.40	\$6.83	\$0.00	\$0.00	\$56,992.23	\$56,992.23	\$0.00
2010	120.059000	\$56,868.95	\$6.83	\$2,841.51	\$16.00	\$59,733.29	\$59,733.29	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.384000
0518 CITY OF WICHITA	32.721000
0602 USD 259	16.120000
0602 USD 259 SC	7.985000
0602 USD 259 SG	20.000000
0754 USD 259 BOND	9.078000
Total: 116.788000	

2019 Real Estate Tax Statement

Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961


BILLING DATE: 11/19/2019
PIN NO: 00240378
AIN NO: 137260110100200
GEO CODE: D 38212
BILL NO: 191413266

TAX UNIT: 6702
Printed by: sanuser
R-0-000001 *DUPLICATE* 11/19/2019

Make check payable to: sedgwick County Treasurer

Real Estate Tax Summary	
Special Assessment	Amount
Special Assessment Principal	0.00
Special Assessment Interest	0.00
Solid Waste Fee	8.39
Special Assessment Total	8.39

Property Address of Record
Taxed Items:
LOT 1 STAR LUMBER COMPANY 7TH. ADD.


RANDALL G SALYER
PO BOX 780787
WICHITA KS 67278-0787

Owner of Record November 19, 2019
350 S TRACY LC

Real Estate Account Summary

Description	Amount
Net General Tax	4,029.18
Special Assessment	8.39
Total Amount Due	4,037.57
Delinquent Years Total	0.00
Payment(s) Applied	0.00
Homestead Advance	0.00
Applicable Interest and Fees	0.00
Minimum Half Amount due	2,018.79
Full Payment	4,037.57

Half or Full Payment Due December 20, 2019

PAYMENTS WILL BE APPLIED TO OLDEST YEAR FIRST

YOUR CHECK IS YOUR RECEIPT UNLESS YOU MARK THE RECEIPT OPTION BOX BELOW.
PAY ONLINE AT WWW.SEDGWICKCOUNTY.ORG

ATTENTION TAXPAYER:

A 2.19% convenience fee will be charged to all credit card transactions.

My Local Taxes - How are they used?

Go to WWW.SEDGWICKCOUNTY.ORG click Government, Departments and Services, Treasurer
MY LOCAL TAXES Breakdown Click the link to get a personalized breakdown of Real Estate
Total Taxes by Jurisdiction and Sedgwick County Taxes at Work

ALL LATE PAYMENTS WILL BE ASSESSED INTEREST PENALTY PLUS APPLICABLE FEES.

2019 Real Estate Tax Statement

01 1

AIN NO: 137260110100200
GEO CODE: D 38212
TU: 6702

Late Payments

Call (316) 660-9000 for later payoff

Printed by: sanuser

Check relevant boxes

DUPLICATE 11/19/2019

☐ Address Change?
See Back

☐ Credit Card Payment
(See Back)

☐ Mail Receipt

Mail payments to:

Sedgwick County Treasurer
P.O. Box 2961
Wichita, KS 67201-2961

Due by December 20, 2019

Minimum Payment	2,018.79
Full Payment	4,037.57
Amount Enclosed	

2019-00240378

350 S TRACY LC



RANDALL G SALYER
PO BOX 780787
WICHITA KS 67278-0787

201919141326600240378 011 0000201879 0000403757 6

Property Taxes and Appraisals

LOT 1 STAR LUMBER COMPANY 7TH. ADD.

Property Description

Legal Description	LOT 1 STAR LUMBER COMPANY 7TH. ADD.
Owner	350 S TRACY LC
Mailing Address	1720 S 151ST ST W GODDARD KS 67052-9449
Geo Code	D 38212
PIN	00240378
AIN	137260110100200
Tax Unit	6702 001 WICHITA U-259
Land Use	2128 Discount store
Market Land Square Feet	39,420
2019 Total Acres	.90
2019 Appraisal	\$138,000
2019 Assessment	\$34,500

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2019	Commercial / Industrial	\$138,000	\$0	\$138,000	
2018	Commercial / Industrial	\$138,000	\$0	\$138,000	
2017	Commercial / Industrial	\$138,000	\$0	\$138,000	
2016	Commercial / Industrial	\$138,000	\$0	\$138,000	
2015	Commercial / Industrial	\$138,000	\$0	\$138,000	
2014	Commercial / Industrial	\$138,000	\$0	\$138,000	
2013	Commercial / Industrial	\$138,000	\$0	\$138,000	
2012	Commercial / Industrial	\$138,000	\$0	\$138,000	+1%
2011	Commercial / Industrial	\$137,200	\$0	\$137,200	
2010	Commercial / Industrial	\$137,200	\$0	\$137,200	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2019	Commercial / Industrial	\$34,500	\$0	\$34,500	
2018	Commercial / Industrial	\$34,500	\$0	\$34,500	
2017	Commercial / Industrial	\$34,500	\$0	\$34,500	
2016	Commercial / Industrial	\$34,500	\$0	\$34,500	
2015	Commercial / Industrial	\$34,500	\$0	\$34,500	
2014	Commercial / Industrial	\$34,500	\$0	\$34,500	
2013	Commercial / Industrial	\$34,500	\$0	\$34,500	
2012	Commercial / Industrial	\$34,500	\$0	\$34,500	+1%
2011	Commercial / Industrial	\$34,300	\$0	\$34,300	
2010	Commercial / Industrial	\$34,300	\$0	\$34,300	

2019 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
Totals:		\$0.00	\$0.00	\$8.39

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$8.39
Totals:		\$0.00	\$0.00	\$8.39

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2019	116.788000	\$4,029.18	\$8.39	\$0.00	\$0.00	\$4,037.57	\$0.00	\$4,037.57
2018	117.213000	\$4,043.87	\$6.73	\$0.00	\$0.00	\$4,050.60	\$4,050.60	\$0.00
2017	117.293000	\$4,046.61	\$6.73	\$0.00	\$0.00	\$4,053.34	\$4,053.34	\$0.00
2016	117.201000	\$4,043.46	\$5.73	\$0.00	\$0.00	\$4,049.19	\$4,049.19	\$0.00
2015	119.847000	\$4,134.72	\$5.73	\$17.25	\$0.00	\$4,157.70	\$4,157.70	\$0.00
2014	117.365011	\$4,049.10	\$7.43	\$16.90	\$0.00	\$4,073.43	\$4,073.43	\$0.00
2013	120.600691	\$4,160.73	\$7.43	\$41.68	\$0.00	\$4,209.84	\$4,209.84	\$0.00
2012	120.602427	\$4,160.79	\$6.83	\$23.98	\$0.00	\$4,191.60	\$4,191.60	\$0.00
2011	120.304845	\$4,126.46	\$6.83	\$0.00	\$0.00	\$4,133.29	\$4,133.29	\$0.00
2010	120.059000	\$4,118.02	\$6.83	\$206.07	\$16.00	\$4,346.92	\$4,346.92	\$0.00

Tax Authorities

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.384000
0518 CITY OF WICHITA	32.721000
0602 USD 259	16.120000
0602 USD 259 SC	7.985000
0602 USD 259 SG	20.000000
0754 USD 259 BOND	9.078000
Total: 116.788000	

STAR LUMBER COMPANY ADDITION

TO WICHITA KANSAS

Sub 37
Exp 337



State of Kansas, ss. Be it remembered that on this 2nd day of February, 1966, before me a notary public in and for said county and state came ~~Robert L. Goodel~~ and ~~William J. Goodel~~ President and William J. Goodel, Secretary of Star Lumber and Supply Co., Inc. to me known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

N. G. O'Brien Notary Public
My Comm. Exp. 25-1-66

This plat of "STAR LUMBER COMPANY ADDITION" to Wichita, Kansas has been approved by the Wichita-Sedgewick County Metropolitan Area Planning Commission, Wichita, Kansas, and is hereby transmitted to the Board of Commissioners of the City of Wichita, Kansas with the recommendation that such plat be approved as proposed. Dated this 4th day of November, 1965.

W. J. Goodel Vice-Chairman
C. Biehl Secretary

Approved by the Board of City Commissioners this 26th day of February, 1966.

W. J. Goodel Mayor
John E. Edwards City Clerk

Approved by the Board of County Commissioners this 14th day of February, 1966.

Tom Scott Chairman
Th. O. Williams County Clerk

State of Kansas, ss. We, Baughman Company, Surveyors, do hereby certify that we have surveyed and plotted "STAR LUMBER COMPANY ADDITION" to Wichita, Kansas and that the accompanying plat is a true and correct exhibit of the property surveyed, described as follows: Beginning at the N.E. corner of the N.E. 1/4 of Sec. 26, Twp. 27-S., R. 1-W., thence west 730 feet; thence south 330 feet; thence east 730 feet; thence north 330 feet to beginning.

John J. Ruess

Know all men by these presents that ~~Ray Carley and Mattie Carley~~ his wife and Star Lumber and Supply Co., Inc. a corporation by Robert L. Goodel, Vice President and William J. Goodel, Secretary have caused the land described in the survey certificate to be plotted into a lot and streets to be known as "STAR LUMBER COMPANY ADDITION" to Wichita, Kansas.

Easements are hereby granted as indicated for the construction and maintenance of all public utilities. The streets are hereby dedicated to and for the use of the public.

Star Lumber and Supply Co., Inc.
Robert L. Goodel Vice President
William J. Goodel Secretary

Entered on transfer record this 11 day of February, 1966.
W. O. Williams County Clerk

We, Ray Carley and Mattie Carley, holders of mortgages on the above described property do hereby consent to the plat of "STAR LUMBER COMPANY ADDITION" to Wichita, Kansas.

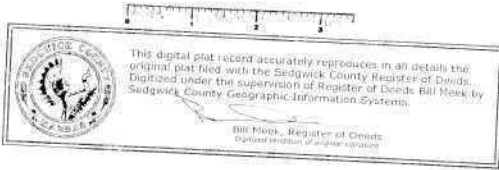
Ray Carley Mattie Carley
Mattilda A. Goodel

State of Kansas, ss. This is to certify that this plat was filed for record in the office of the Register of Deeds this 14th day of February, 1966, at 8:00 o'clock A.M. and is duly recorded.

Rufus E. Neering Register of Deeds
Ray Beal Deputy

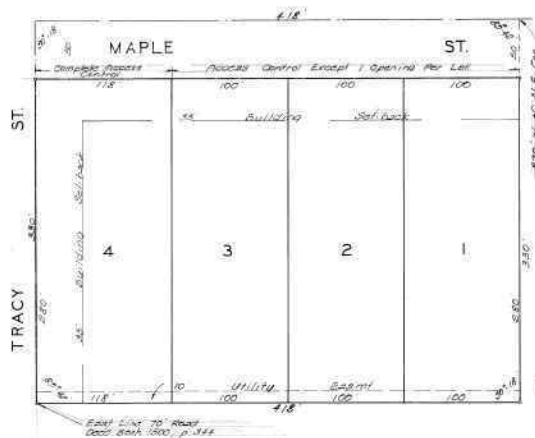
State of Kansas, ss. Be it remembered that on this 2nd day of February, 1966, before me a notary public in and for said county and state came Ray Carley and Mattie Carley and Mattilda A. Goodel to me known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Delores M. Brown Notary Public
My Comm. Exp. July 8, 1967



STAR LUMBER COMPANY 4TH. ADDITION

WICHITA KANSAS



State of Kansas) ss. We, Baughman Company, Sedgwick County) ss. Surveyors in aforesaid county and state do hereby certify that we have surveyed and platted "STAR LUMBER COMPANY 4TH. ADDITION" Wichita Kansas and that the accompanying plat is a true and correct exhibit of the property surveyed described as beginning at a point on the north line of the N.E. 1/4 of Sec. 26-27-1W, 870 feet west of the N.E. Cor thereof, thence west 418 feet to the east line of a 70 foot street Deeded at Book 1500, page 364, thence south parallel with the east line of said 1/4 Sec. 330 feet, thence east 418 feet, thence north 330 feet to beginning.

Witness my hand and seal this 27th day of September 1973
 William L. Kasper Surveyor

Know all men by these presents that we Star Lumber and Supply Company Inc. a corporation by William J. Goebel, President and Robert L. Goebel, Secretary, have caused the land described in the surveyors certificate to be platted into lots and street to be known as "STAR LUMBER COMPANY 4TH. ADDITION" Wichita Kansas. Easements are hereby granted as indicated for the construction and maintenance of all public utilities. The street is hereby dedicated to and for the use of the public.

All abutters rights of access to or from Maple over and across the north lines of Lots 1-2-3 & 4 are hereby granted the City of Wichita, provided however that Lots 2-3 & 4 shall have access to Maple at 1 point per lot as shall be determined by the City Engineer of the City of Wichita, Kansas.

Star Lumber and Supply Company Inc.

William J. Goebel President
 Robert L. Goebel Secretary

State of Kansas) ss. Be it remembered that on this 27th day of July 1973, before me a notary public in aforesaid county and state came William J. Goebel, President and Robert L. Goebel, Secretary of Star Lumber and Supply Company Inc. to me known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Mary Ann Carson Notary Public
 My Comm. Exp. 2/24/75 MARY ANN CARSON

This plat of "STAR LUMBER COMPANY 4TH. ADDITION" Wichita, Kansas, has been submitted to and approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas. Dated this 27th day of August 1973
 Wichita-Sedgwick County Metropolitan Area Planning Commission.

James L. Taylor Chairman
 Robert L. Goebel Secretary

This plat approved and all dedications shown hereon accepted by the Board of Commissioners of the City of Wichita, Kansas this 27th day of September 1973.

James L. Taylor Mayor
 Ralph G. Smith City Clerk

This plat approved and all dedications shown hereon accepted by the Board of Commissioners Sedgwick County, Kansas this 27th day of September 1973.

Earl E. Rush Chairman
 Tom Smith Commissioner

Elmer Peters Commissioner
 Marie Warden County Clerk

Entered on transfer record this 27th day of Sept 1973
 #169745 Marie Warden County Clerk

State of Kansas) ss. This is to certify that this plat was filed for record in the office of the Register of Deeds this 27th day of Sept. 1973 at 2:16 o'clock P.M. and is duly recorded.

John Stale Register of Deeds
 Paul B. Gillett Deputy



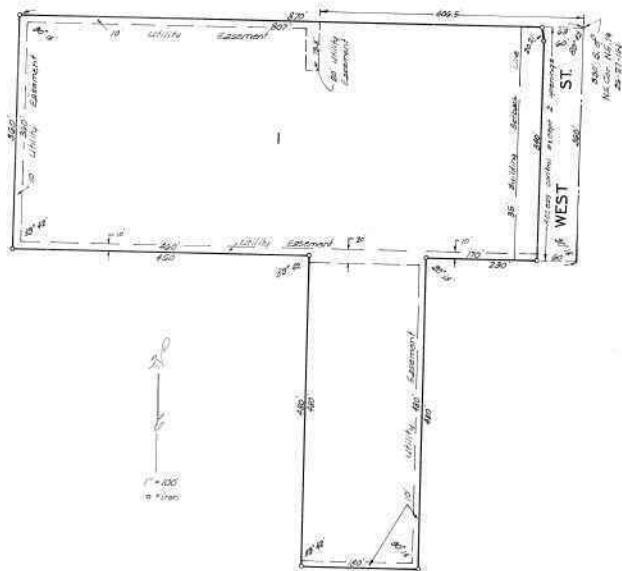
This digital plat record accurately reproduces in all details the original plat filed with the Sedgwick County Register of Deeds. Digitized under the supervision of Register of Deeds Bill Meek by Sedgwick County Geographic Information Systems.

Bill Meek, Register of Deeds
 Digitized rendition of original signature



STAR LUMBER COMPANY 5TH ADDITION

WICHITA KANSAS



This plat of "STAR LUMBER COMPANY 5TH ADDITION" Wichita, Kansas, has been submitted to and approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas, dated this 23rd day of December, 1976.

Wichita-Sedgwick County Metropolitan Area Planning Commission

Donald B. Gragg Vice-Chairman
Donald B. Gragg
Robert A. Telen Secretary
Robert A. Telen

This plat approved and all dedications shown herein accepted by the Board of Commissioners of the City of Wichita, Kansas, this 15th day of February, 1977.

James H. Durrell Mayor
James H. Durrell
Charles E. Smith City Clerk
Charles E. Smith

This plat approved and all dedications shown herein accepted by the Board of Commissioners Sedgwick County, Kansas, this 15th day of March, 1977.

John Hale Chairman
John Hale
John Hale Commissioner
John Hale
Barth K. White County Clerk
Barth K. White

Entered on transfer record this 16th day of March, 1977.

Barth K. White County Clerk
Barth K. White

State of Kansas } ss. We, Wm. Baughman Company, Surveyors in aforesaid county and state, do hereby certify that we have surveyed and platted "STAR LUMBER COMPANY 5TH ADDITION" Wichita, Kansas, and that the accompanying plat is a true and correct exhibit of the property surveyed described as and being a replat of lots 1-2-3 and 4, Star Lumber Company and Addition, Wichita, Kansas, together with all of West Street as dedicated on said Star Lumber Company 5th Addition, and the W1/2 of lots 1-2-3 and 4, W1/2 Rich Addition, Wichita, Kansas. The street is being vacated by virtue of K.S.A. 8-20 Supp. (2-2-62).

1/10/77
Date



William L. Korbes Surveyor
William L. Korbes

Know all men by these presents that we, the undersigned have caused the land described in the surveyors certificate to be platted into a lot and a street to be known as STAR LUMBER COMPANY 5TH ADDITION, Wichita, Kansas. The easements are hereby granted as indicated for the construction and maintenance of all public utilities. The street is hereby dedicated to and for the use of the public. All abutting rights of access to the City of Wichita, provided however that Lot 1 shall have access to West St. at a point to be determined by the City Engineer of the City of Wichita, Kansas.

Star Lumber and Supply Company, Inc.



William L. Korbes President
William L. Korbes
Mary Ann Cravens Secretary
Mary Ann Cravens

State of Kansas } ss. Be it remembered that on this 11th day of January, 1977, before me a notary public in aforesaid county and state came William J. Gabel, President and Mary Ann Cravens, Secretary of Star Lumber and Supply Company, Inc., to me known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

My Comm. Exp. 1-24-1978

Ronald M. Brummel Notary Public
Ronald M. Brummel

State of Kansas } ss. This is to certify that this plat was filed for record in the office of the Register of Deeds this 16th day of March, 1977, at 2:55 o'clock P.M. and is duly recorded.

#319312

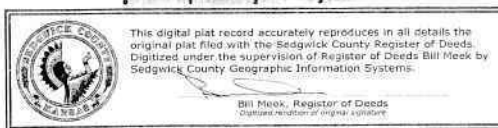
Bill M. Meek Register of Deeds
Bill M. Meek
Pat Ketter Deputy
Pat Ketter

We, the undersigned holders of a mortgage on the above described property do hereby consent to this plat of "STAR LUMBER COMPANY 5TH ADDITION" Wichita, Kansas.

Union National Bank
ATTEST:
Richard E. Gustine Vice President
Richard E. Gustine
James B. Haring Asst. Cashier
James B. Haring

State of Kansas } ss. Be it remembered that on this 11th day of January, 1977, before me a notary public in aforesaid county and state came - Richard E. Gustine, Vice President and James B. Haring, Asst. Cashier of Union National Bank, to me known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Ronald M. Brummel Notary Public
My Comm. Exp. 1-24-1978



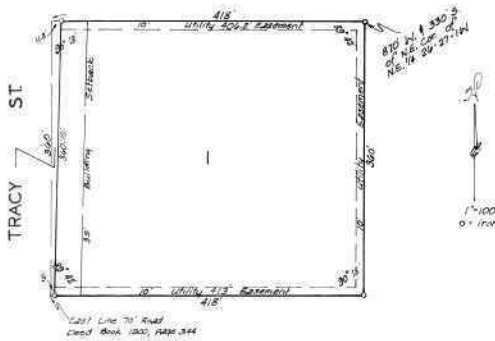
This digital plat record accurately reproduces in all details the original plat filed with the Sedgwick County Register of Deeds. Digitized under the supervision of Register of Deeds Bill Meek by Sedgwick County Geographic Information Systems.

Bill Meek, Register of Deeds
Digitized version of original signature

D-6-24

STAR LUMBER COMPANY 6TH ADDITION

WICHITA KANSAS



This plat of "STAR LUMBER COMPANY 6TH ADDITION" Wichita, Kansas has been submitted to and approved by the Wichita Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas. Dated this 21 day of June 1972.

Wichita Sedgwick County Metropolitan Area Planning Commission

William J. Gobel Chairman
Robert A. Lakin Secretary

This plat approved and all dedications shown hereon accepted by the Board of Commissioners Sedgwick County, Kansas, this 31st day of October 1972.

John Scott Chairman
John Hale Commissioner
Everett Patrick Commissioner
Dorothy K. White County Clerk

This plat approved and all dedications shown hereon accepted by the Board of Commissioners of the City of Wichita, Kansas this 2nd day of November 1972.

Tom Casato Mayor
Dorothy K. White City Clerk

Entered on transfer record this 2 day of November 1972.

Dorothy K. White County Clerk

State of Kansas, ss. We, Baughman Company, Surveyors in aforesaid county and state do hereby certify that we have surveyed and platted "STAR LUMBER COMPANY 6TH ADDITION" Wichita, Kansas, and that the accompanying plat is a true and correct exhibit of the property surveyed described as beginning 870 feet west and 330 feet south of the N.E. Cor. of N.E. 1/4 of Sec. 26, Twp. 27-S, R. 1-W, thence west parallel with the north line of said N.E. 1/4 418 feet to the east line of a 70 foot street located at Book 1500, page 344, thence south parallel with the east line of said N.E. 1/4 330 feet; thence east 418 feet; thence north 330 feet to beginning.

William L. Karber Surveyor

Know all men by these presents that we, the undersigned, have caused the land described in the surveyors certificate to be platted into a lot and street to be known as "STAR LUMBER COMPANY 6TH ADDITION" Wichita, Kansas. Easements are hereby granted as indicated for the construction and maintenance of all public utilities. The street is hereby dedicated to and for the use of the public.

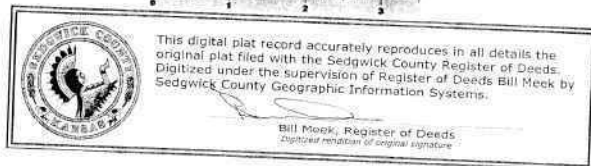
Star Lumber & Supply Co. Inc.
William J. Gobel President
Mary Ann Gravens Secretary

State of Kansas, ss. Be it remembered that on this 10th day of October 1972, before me a notary public in aforesaid county and state came William J. Gobel, President and Mary Ann Gravens, Secretary of Star Lumber & Supply Co. Inc. to me known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Notary Public
 My Comm. Exp. March 1973

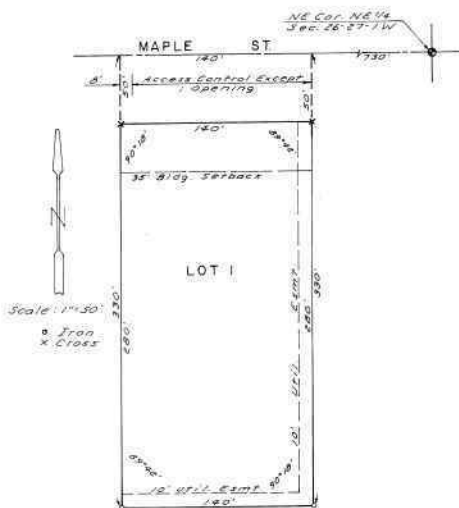
State of Kansas, ss. This is to certify that this plat was filed for record in the office of the Register of Deeds, this 2nd day of November 1972, at 2:00 o'clock P.M. and is duly recorded.

Belle F. Meek Register of Deeds
Pat Koller Deputy



STAR LUMBER COMPANY 7TH ADDITION

WICHITA, KANSAS



This plat of "STAR LUMBER COMPANY 7TH ADDITION", Wichita, Kansas, has been submitted to and approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas, Dated this 5th day of January, 1981.

Wichita-Sedgwick County Metropolitan Area Planning Commission

Robert A. Lavin Vice Chairman
Robert A. Lavin Secretary

This plat approved and all dedications shown hereon accepted by the Board of City Commissioners, Wichita, Kansas, this 16th day of June, 1981.

Donald C. Bristow Mayor
Donald C. Bristow City Clerk

This plat approved and all dedications shown hereon accepted by the Board of County Commissioners, Sedgwick County, Kansas, this 26th day of June, 1981.

Donald C. Bristow Chairman
Donald C. Bristow Commissioner
Donald C. Bristow Commissioner
Donald C. Bristow County Clerk
Judy Smith, Deputy

Entered on transfer record this 26th day of June, 1981.

Donald C. Bristow County Clerk
Judy Smith, Deputy

#543963

State of Kansas, ss: We, Baughman Company, P.A., Surveyors in aforesaid county and state do hereby certify that we have surveyed and platted "STAR LUMBER COMPANY 7TH ADDITION", Wichita, Kansas, and that the accompanying plat is a true and correct exhibit of the property surveyed, described as beginning at a point on the north line of the NE 1/4 of Section 26, T27S, R1W, Sedgwick County, Kansas, said point being 730 feet west of the NE corner thereof; thence southerly, parallel with the east line of said NE 1/4, 330 feet; thence westerly, parallel with the north line of said NE 1/4, 140 feet; thence northerly, parallel with the east line of said NE 1/4, 330 feet to the north line of said NE 1/4; thence easterly, along said north line, 140 feet to the point of beginning, except the north 30 feet taken for street.

Date May 22, 1981 Baughman Company, P.A.

John E. Lundblad Surveyor



Know all men by these presents that we, the undersigned, have caused the land described in the surveyors certificate to be platted into a lot to be known as "STAR LUMBER COMPANY 7TH ADDITION", Wichita, Kansas. The easements are hereby granted as indicated for the construction and maintenance of public utilities. All abutters rights of access to Maple Street over and across the north line of Lot 1 are hereby granted to the City of Wichita, Kansas, except, however, that Lot 1 shall have access to Maple Street at one location over the east 138 feet of said lot, said location to be determined by the City Engineer.

Star Lumber & Supply Co., Inc.
William J. Goebel President

State of Kansas, ss: The foregoing instrument was acknowledged before me this 20th day of May, 1981, by Star Lumber & Supply Co., Inc. by William J. Goebel, President.

Mark A. Gray Notary Public
My Commission Expires 3/1/84



State of Kansas, ss: This is to certify that this plat has been filed for record in the Office of the Register of Deeds this 26th day of June, 1981, at 11:30 o'clock, A.M., and is duly recorded.

Butte J. McCart Register of Deeds
Butte J. McCart Deputy



P 4-28

P 4-28

P 4-28

20.00

Page 1 of 2

BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF
PLATTED UTILITY EASEMENTS

GENERALLY LOCATED SOUTH OF MAPLE AND
WEST OF WEST STREET (V-1739)

MORE FULLY DESCRIBED BELOW

VACATION ORDER

NOW on this 3rd day of December, 1991, comes on for hearing the petition for vacation filed by Gary Wiley for Star Lumber & Supply Co., Inc., praying for the vacation of the following described utility easement, to-wit:

The west 8 feet and the south 8 feet of the west 91.1 feet of Lot 1, Star Lumber Company Addition; Wichita, Kansas

And

The south 10 feet of Lots 1 and 2, Star Lumber Company 4th Addition; Wichita, Kansas

And

The west, north, and south 10 feet of the west 231.1 feet of the north 360 feet of Lot 1, Star Lumber Company 5th Addition; Wichita, Kansas

And

The north, south, and east 10 feet of Star Lumber Company 6th Addition; Wichita, Kansas

And

The south and east 10 feet of Lot 1, Star Lumber Company 7th Addition, Wichita, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication as required by law, by publication in the Daily Reporter of notice of this vacation proceeding for consecutive weeks on 11-19-91 & 11-26-91.

City Clerk

8.00 k

200 150000 5000 8⁰⁰

Vacation Order
V-1739
Page 2 of 2


2. No private rights will be injured or endangered by the vacation of the above-described utility easement, and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the utility easement described herein should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 3rd day of December, 1991, ordered that the above-described utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.


Bob Knight, Mayor

ATTEST:


Pat Burnett, Deputy City Clerk

Approved as to Form:



Gary Rebenstorf, Director of Law



STATE OF KANSAS } ss
SEDGWICK COUNTY }
FILED FOR RECORD AT
8-00 A M

MAR 592 1192200

PAT KETTLER
REGISTER OF DEEDS



Ed Reed
Deputy



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

I, Pat Burnett 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

DEC 3 1991

Wichita, this  Deputy City Clerk

Date 1-21-92
Approved & Filed

Page 1 of 2

PARTIAL DEDICATION OF ABUTTER'S RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned _____

Star Lumber & Supply Co., Inc. being the owner(s) of the following described real estate in Sedgwick

County, Kansas, to-wit: That portion of Lot 1 Star Lumber Company Addition to Wichita, Kansas described as beginning at the Northwest Corner of said Lot 1; thence East along the North line of said Lot 1, 89.13 feet; thence South to a point on the South line of said Lot 1, 91.09 feet East of the Southwest Corner of said Lot 1; thence West along the South line of said Lot 1, 91.09 feet to the Southwest corner of said Lot 1; thence North along the West line of said Lot 1 to the point of beginning.

do hereby transfer and convey to the City of Wichita, Kansas, all abutter's rights of access, ingress and egress to said property from or to Maple over and across the North line of the above described property; to have and to hold the same forever; provided, however, that said property shall have access to

Maple at one location(s).

It being understood that this conveyance is a covenant running with the land and prohibits all subsequent owners thereof and all members of the public from entering upon said property from Maple, except at the one permitted location(s).

8.00
cash City Clerk attn Sheryl
Main Station 1-122

Partial Dedication of
Abutter's Rights
Page 2 of 2

Executed this 7th day of November, 1991.

STAR LUMBER & SUPPLY CO., INC.

Christopher J. Goebel
Christopher J. Goebel, President

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 7th day of November, 1991, before me a notary public in and for the said County and State, came Christopher J. Goebel, Pres. of Star Lumber & Supply Co., Inc., to me personally known to be the same person(s) who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Gary L. Wiley
Notary Public

My commission expires Jan. 3, 1993.

Form MAPD 1036/Aug. 1989

STATE OF KANSAS } SS
SEDGWICK COUNTY }
FILED FOR RECORD AT
10:00 a

FEB 20 92 1189039

PAT KETTLER
REGISTER OF DEEDS

*Ed Ross
Deputy*



BUILDING SEPARATION AGREEMENT

THIS BUILDING SEPARATION AGREEMENT ("Agreement") is made and entered into this 4th day of August, 1992 by and between STAR LUMBER & SUPPLY CO., INC., a Kansas corporation (hereinafter "Star") and VENTURE STORES, INC., a Delaware corporation (hereinafter "Venture").

W I T N E S S E T H:

WHEREAS, of even date herewith, Star has conveyed to Venture certain real estate located in Sedgwick County, Kansas (hereinafter "Venture Tract"); and

WHEREAS, Star has retained certain real estate located in Sedgwick County, Kansas contiguous to the Venture Tract, on the east side thereof (hereinafter the "Star Tract"); and

WHEREAS, buildings currently exist on the Star Tract and it is anticipated that a building will be constructed on the Venture Tract, near the east boundary thereof; and

WHEREAS, Section 506(b) of the current Uniform Building Code ("UBC") for the City of Wichita, Sedgwick County, Kansas, based upon the size, sprinkling and construction materials anticipated with respect to the building to be constructed on the Venture Tract, requires a minimum of a sixty foot open yard area free of any buildings from all sides of the building to be constructed on the Venture Tract, and that such building be entirely surrounded by yards not less than sixty feet in width; and

WHEREAS, in order to protect the interests of Star and Venture and their successors in interest, the parties have agreed to maintain a sixty foot building separation, consisting of such yards as currently defined in Section 426 of the UBC, between the existing Star buildings and the proposed Venture building.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Venture, for itself and its successors in title to the Venture Tract, hereby agrees not to construct any buildings or any other improvements prohibited by Section 506(b), as modified, amended or supplemented from time to time, within the portion of the Venture Tract shown on Exhibit A hereto and legally described on Exhibit B hereto. Star, for itself and its successors in title to the Star Tract, hereby agrees not to construct any buildings or any other improvements prohibited by Section 506(b), as modified, amended or supplemented from time to time, within the portion of the Star Tract shown on Exhibit C hereto and legally described on Exhibit D hereto. The foregoing restrictions on construction shall not prohibit or limit the construction and installation of non-

building improvements permitted within a yard, to the extent the same are currently or hereafter permitted by Section 426 of the UBC, as modified, amended or supplemented from time to time, including, without limitation, loading docks, truck ramps (recessed or otherwise), compactors, retaining walls and other related improvements. The covenants of the parties hereto shall extended in perpetuity; provided that if at any time the building codes for the City of Wichita, Sedgwick County, Kansas are revised in such a manner that, taking into consideration the buildings on the Star Tract and the Venture Tract, the distance to be maintained between the same shall be reduced from the current sixty foot requirement, Venture and Star agree, for themselves and on behalf of their successors in title to their respective Tracts, to modify this Agreement to recognize such reduced requirement. Pursuant to such modification, the width of the respective yards on the Venture Tract and the Star Tract affected hereby shall be reduced on a pro rata basis in the proportion that the then existing width of such yards bears to the total width of the combined yards as required on the date hereof. Nothing herein shall be construed to prevent construction or installation of paving, fencing, landscaping or other improvements to the extent the same do not violate the requirements of Section 506(b) of the UBC for the City of Wichita, Sedgwick County, Kansas.

2. The covenants contained herein shall be appurtenant to the Venture Tract and the Star Tract and for the benefit of each other Tract. Each covenant and undertaking as to each such Tract shall be a burden thereon for the benefit of the other Tract and shall run with the land. The covenants contained herein shall inure to the benefit of and be binding upon Star and Venture and their respective successors and assigns.

3. In the event of any violation or threatened violation of any provision of this Agreement, the fee owners of the Star Tract or Venture Tract shall have the right, in addition to any other remedies which may be available at law or equity, to enjoin such violation or threatened violation.

4. This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except upon the written consent of the fee owners of the Venture Tract and the Star Tract. No breach of this Agreement shall entitle either party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other such remedies that such party may have hereunder by reason of any breach of this Agreement.

5. No waiver of any default by any party will be implied from the failure of any other party to take any action with respect to such default.

6. Time is the essence of this Agreement.

7. This Agreement contains the entire understanding of the parties hereto on the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

STAR LUMBER & SUPPLY CO., INC.

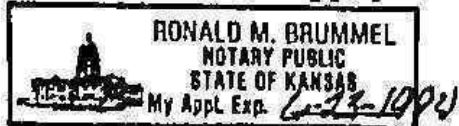
By Christopher J. Coebel
CHRISTOPHER J. COEBEL
Title President/CEO
PRESIDENT/CEO

VENTURE STORES, INC.

By David C. LaPee LKV/LAL.
DAVID C. LAPEE
Title Senior Vice President
Real Estate
SENIOR VICE PRESIDENT - REAL ESTATE

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on July 20th, 1992
by Christopher J. Coebel, as President of
Star Lumber & Supply Co., Inc.



Ronald M. Brummel
NOTARY PUBLIC STATE OF KANSAS } ss
SEDGWICK CO. }
FILED 5:40 PM

My appointment expires: June 23, 1994

STATE OF Missouri)
) ss: Ed. Bond
COUNTY OF St. Charles) Deputy

AUG 4 32 1226739

PAT KETTLER
REGISTER OF DEEDS

This instrument was acknowledged before me on July 31, 1992
by David C. LaPee, as Senior Vice President of
Venture Stores, Inc.

Connie H. Owens
NOTARY PUBLIC CONNIE H. OWENS

My appointment expires: 11-15-94

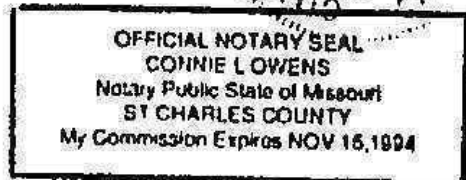


EXHIBIT A

BUILDING SETBACK - VENTURE

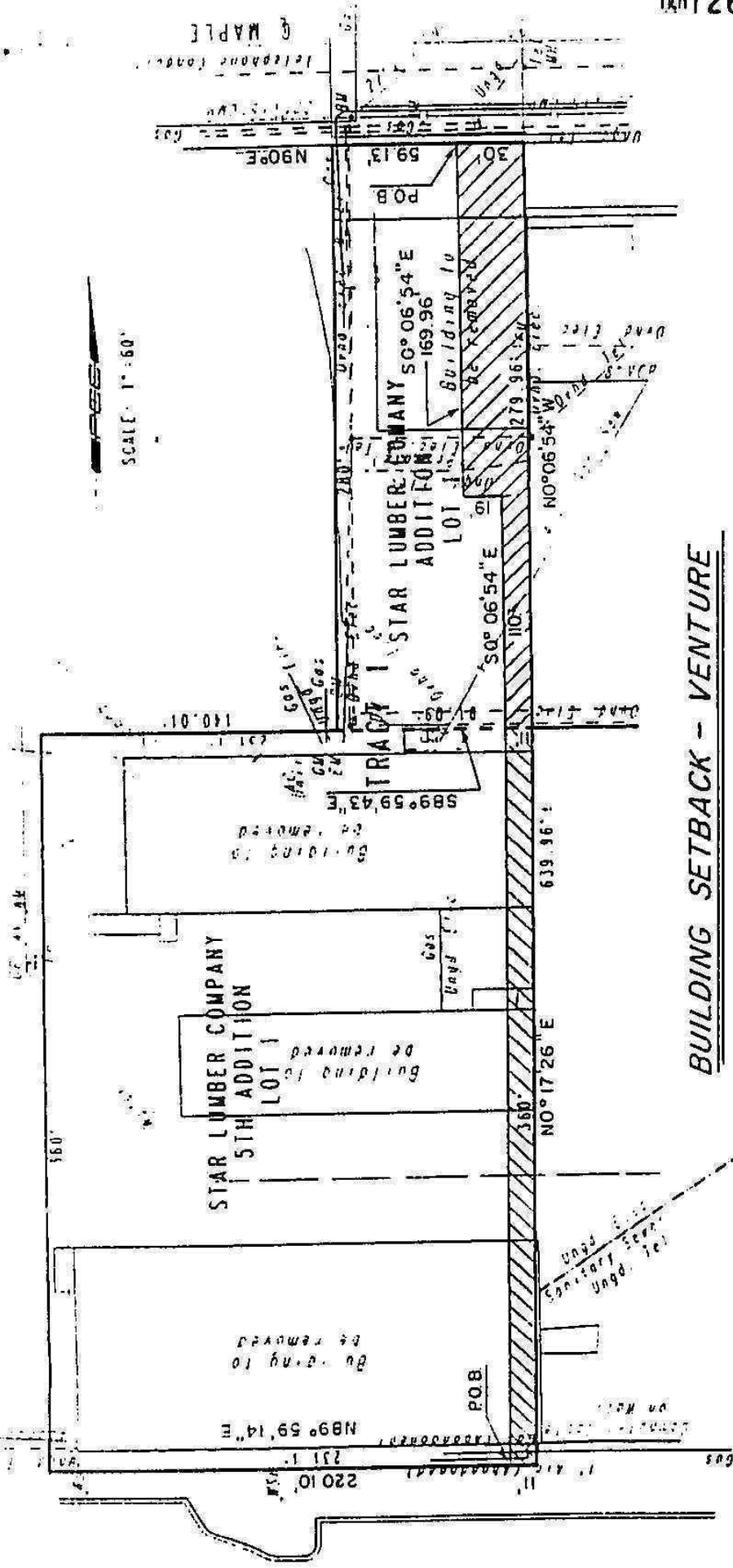


EXHIBIT B

**BUILDING SETBACK AREA APPLICABLE TO VENTURE
FOR THE BUILDING SEPARATION AGREEMENT**

PORTION OF LOT 1 STAR LUMBER COMPANY ADDITION

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, STAR LUMBER COMPANY ADDITION; THENCE N 90°00'00" E ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 59.13 FEET TO THE POINT OF BEGINNING; THENCE BEARING S 0°06'54" E, A DISTANCE OF 169.96 FEET; THENCE BEARING N 90°00'00" E, A DISTANCE OF 19 FEET; THENCE BEARING S 0°06'54" E, A DISTANCE OF 110 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE BEARING S 89°59'43" E ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 11 FEET; THENCE BEARING N 0°06'54" W A DISTANCE OF 279.96 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE BEARING N 90°00'00" W ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING.

PORTION OF LOT 1 STAR LUMBER COMPANY 5TH ADDITION

THE EAST 10 FEET OF THE WEST 231.1 FEET OF THE NORTH 360 FEET OF LOT 1, STAR LUMBER COMPANY 5TH ADDITION.

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH 360 FEET OF STAR LUMBER COMPANY 5TH ADDITION; THENCE ON AN ASSUMED BEARING OF N 89°59'14" E ALONG THE SOUTH LINE OF SAID NORTH 360 FEET, A DISTANCE OF 220.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 89°59'14" E, A DISTANCE OF 11 FEET; THENCE BEARING N 0°17'26" E, A DISTANCE OF 360 FEET TO THE NORTH LINE OF STAR LUMBER COMPANY 5TH ADDITION; THENCE BEARING N 89°59'43" W ALONG SAID NORTH LINE, A DISTANCE OF 11 FEET; THENCE BEARING S 0°17'26" W, A DISTANCE OF 360.00 FEET TO THE POINT OF BEGINNING.

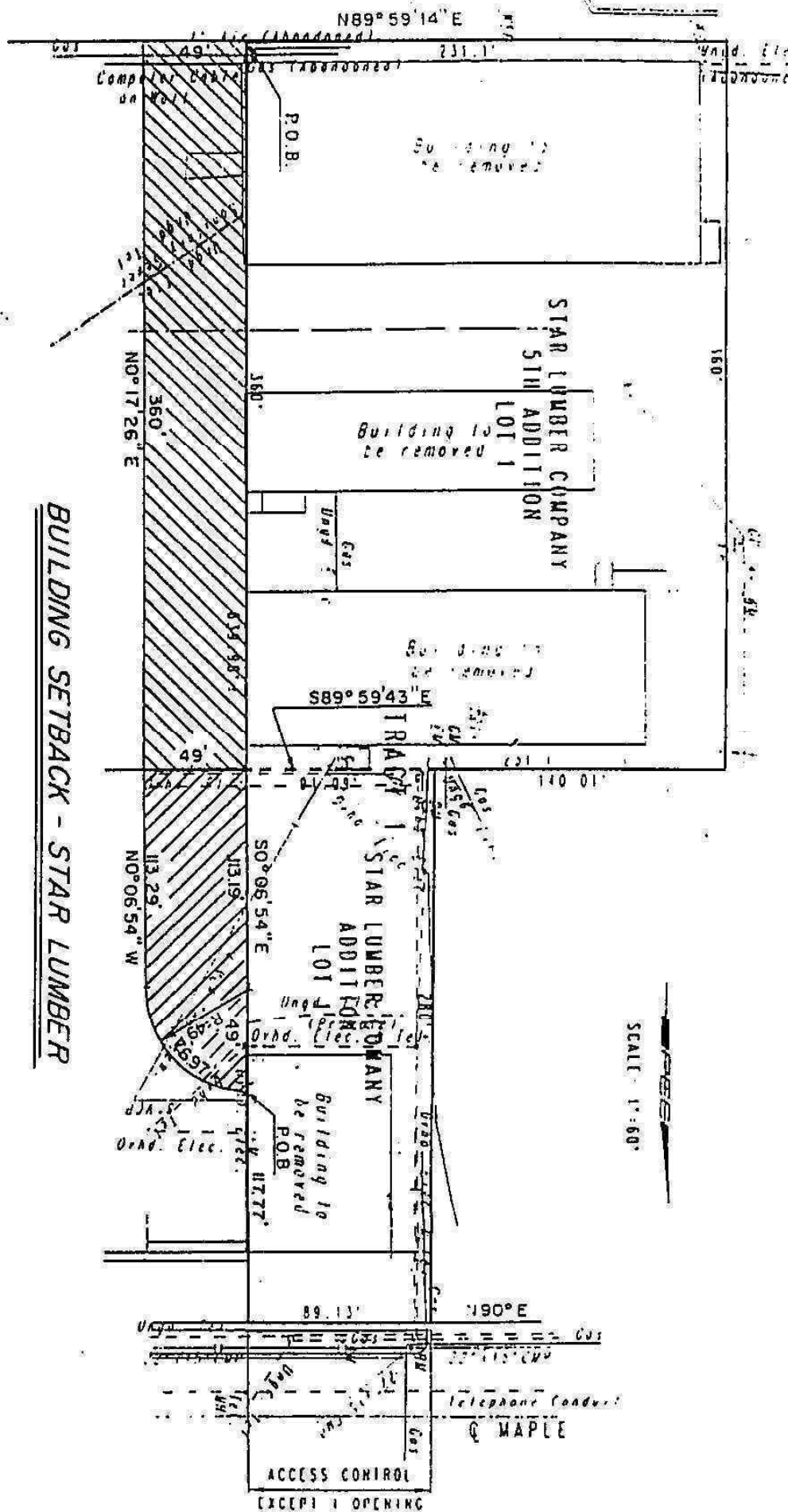


EXHIBIT D

BUILDING SETBACK AREA APPLICABLE TO STAR FOR THE BUILDING SEPARATION AGREEMENT

PORTION OF LOT 1 STAR LUMBER COMPANY 5TH ADDITION

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH 360 FEET OF STAR LUMBER COMPANY 5TH ADDITION; THENCE ON AN ASSUMED BEARING OF N 89°59'14" E ALONG THE SOUTH LINE OF SAID NORTH 360 FEET, A DISTANCE OF 231.1 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 89°59'14" E, A DISTANCE OF 49.0 FEET; THENCE BEARING N 00°17'26" E, A DISTANCE OF 360.0 FEET TO THE NORTH LINE OF STAR LUMBER COMPANY 5TH ADDITION; THENCE BEARING N 89°59'43" W ALONG SAID NORTH LINE, A DISTANCE OF 49.0 FEET; THENCE BEARING S 00°17'26" W, A DISTANCE OF 360 FEET TO THE POINT OF BEGINNING.

PORTION OF LOT 1 STAR LUMBER COMPANY ADDITION

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 STAR LUMBER COMPANY ADDITION; THENCE N 90°00'00" E ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 89.13 FEET; THENCE BEARING S 00°06'54" E, A DISTANCE OF 117.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 00°06'54" E, A DISTANCE OF 162.19 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE BEARING S 89°59'43" E ALONG SAID SOUTH LINE, A DISTANCE OF 49.0 FEET; THENCE BEARING N 00°06'54" W, A DISTANCE OF 113.29 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 49.0 FEET THROUGH A CENTRAL ANGLE OF 90°, AN ARC DISTANCE OF 76.97 FEET TO THE POINT OF BEGINNING.

REVISED DESCRIPTION FOR LOT 1 STAR LUMBER COMPANY ADDITION 4/28/92

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into effective as of the 4th day of August, 1992, by and between VENTURE STORES, INC., a Delaware corporation (hereinafter referred to as "Venture") and STAR LUMBER & SUPPLY CO., INC., a Kansas corporation ("Star").

W I T N E S S E T H:

WHEREAS, concurrently herewith, Venture is acquiring from Star fee simple title to certain real property legally described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Venture Parcel"); and

WHEREAS, Star is the owner of certain real property legally described on Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "Star Parcel"), which is located east of and contiguous to the Venture Parcel; and

WHEREAS, in connection with Venture's acquisition of the Venture Parcel, Star desires to obtain from Venture certain easements in favor of the Star Parcel, as more fully set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Building Maintenance Easement.

(a) Venture hereby grants to Star and its successors and assigns, a non-exclusive easement (the "Building Maintenance Easement") on, over and across a ten (10) foot wide strip of land located along and contiguous on the eastern boundary line of the Venture Parcel as depicted on Exhibit C and as legally described on Exhibit D (the "Maintenance Easement Area") appurtenant to and in favor of the portion of the Star Parcel located within the Star Lumber Company Addition to Wichita, Sedgwick County, Kansas, for the sole purpose of permitting Star, its successors and assigns, to perform necessary maintenance, repair and replacement in connection with the "Star Building", as depicted on Exhibit C, provided: (i) Star gives Venture, via the manager of the Venture Store to be located on the Venture Parcel, reasonable prior notice describing such maintenance, repair and replacement, before commencing same; and (ii) that Star's performance of such maintenance, repair and replacement of the Star Building shall be performed expeditiously, so as to minimize interference, if any, with Venture's business operations and use of the Venture Parcel.

Q

36.00 Sec

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(b) This Building Maintenance Easement shall terminate and be of no further force or effect, without the necessity of any further act or writing, in the event any of the following occur:

(i) The Star Building is removed or destroyed and the reconstruction thereof is not commenced within the period of nine months following such removal or destruction; or

(ii) The Star Building is reconstructed, remodeled or modified in a manner whereby no part of the Star Building, as reconstructed, remodeled or modified, is located within ten feet of the east property line of the Venture Parcel.

2. Utility Easement.

(a) Venture hereby grants to Star and its successors and assigns, a non-exclusive underground utility easement ("Utility Easement") under a certain ten (10) foot strip of land located along and contiguous to the eastern boundary line of the Venture Parcel as depicted on Exhibit E and as legally described on Exhibit F ("Utility Easement Area") appurtenant to and in favor of the Star Parcel (and no other parcel or tract of real property) for the sole purpose of permitting Star to construct, reconstruct, maintain and replace underground electrical lines, telephone lines and storm water drain and none other ("Utility Lines") therein.

(b) The Utility Lines shall be constructed and installed in a good and workmanlike manner and shall at all times be located at a uniform depth of at least four (4) feet under the ground surface of the Utility Easement Area. All installation, operation, construction, reconstruction, maintenance, repair and replacement of such Utility Lines shall be at the sole cost and expense of Star. Star shall, at its cost, obtain all necessary consents and permits as may be required for such work by any utility authority and by all other state, county and municipal authorities having jurisdiction.

(c) Prior to commencing construction or installation of the Utility Lines in the Utility Easement Area, Star shall provide Venture with plans and specifications ("Plans") for such work, including the proposed location and size of the Utility Lines and any other information reasonably requested by Venture. Within thirty (30) days after completion of the installation or any relocation of the Utility Lines by Star in the Utility Easement Area, Star shall furnish, at Star's cost, an as-built survey indicating the location of the Utility Lines reasonably satisfactory to Venture.

(d) Venture reserves the right from time to time and at any time to relocate the Utility Easement Area and the Utility Lines on the Venture Parcel, provided that such relocation shall not substantially impair the provision of electrical and telephone utility services to the Star Parcel, or the use of the storm drain for the benefit of the Star Parcel, and further provided that such relocation shall be at Venture's cost and expense.

3. Egress Easement.

(a) Venture hereby grants Star, and its successors and assigns, a non-exclusive egress easement ("Egress Easement") on, over and across a certain portion of the Venture Parcel improved for vehicular egress to Maple Street, within the area depicted on Exhibit G and legally described on Exhibit H (the "Egress Easement Area") appurtenant to and in favor of the portion of the Star Parcel located within the Star Lumber Company Addition to Wichita, Sedgwick County, Kansas, for the benefit of Star and the successors and assigns of such portion of the Star Parcel, for the sole purpose of vehicular traffic (excluding truck tractors and truck tractor-semi-trailer combinations having eighteen or more wheels) from such portion of the Star Parcel to Maple Street by Star and the successors, assigns, invitees and licensees of such portion of the Star Parcel. By this Agreement, Venture does not create, grant or convey, and this Agreement shall not be deemed to create, grant or convey, to Star any access, ingress or egress easements, rights, privileges, licenses or other interests appurtenant to the Star Parcel on, over or across any portion of the Venture Parcel other than the Egress Easement Area.

(b) Venture reserves the right to relocate at any time and from time to time the Egress Easement Area on the Venture Parcel; provided that (i) such relocation shall be at Venture's cost and expense, and (ii) the relocated Egress Easement Area shall at all times provide vehicular egress to Maple Street. As of the date hereof, the Egress Easement extends to the curb cut from the Venture Parcel to Maple Street nearest to the Star Parcel. In the course of developing the Venture Parcel, Venture intends to construct and install a new curb cut ("New Curb Cut") onto Maple Street in the vicinity of the northeast corner of the Venture Parcel, which New Curb Cut will be closer to the Star Parcel than the existing curb cut. Upon completion of the development of the Venture Parcel, the Egress Easement shall be deemed to burden only such portion of the Venture Parcel extending from the Star Parcel to and including the New Curb Cut. Thereupon, Egress Easement shall be terminated and be of no further force or effect, without the necessity of any further act or writing, with respect to the portion of the Egress Easement Area extending West of the New Curb Cut.

(c) Star, for itself and its successors and assigns, agrees to install, maintain, repair and replace, at a reasonable location on the Star Parcel, adjacent to the Egress Easement Area, a sign stating "One Way - Do Not Enter" for the purpose of discouraging use of the Egress Easement Area for entrance onto the Star Parcel. So long as the Star Parcel is occupied and used by tenants or other persons or entities than Star or its successors-in-interest, Star, for itself and its successors-in-interest to the Star Parcel, covenants not to authorize its employees to use the Egress Easement Area for vehicular traffic and shall make good faith efforts to prevent the use thereof by such employees. Star shall instruct the tenants and other occupants of the Star Parcel to minimize, to the extent reasonable for its business, the use of the Egress Easement.

(d) Except with respect to any business any existing tenant is authorized to conduct under its existing lease, the Star Parcel shall not be used for any of the following purposes: (i) any blasting, explosion or other damaging or dangerous hazards; (ii) any distillation, refining, smelting, drilling or mining operations; (iii) any trailer court or mobile home park; (iv) any labor camp, junk yard, stock yard or animal raising (other than pet shops and veterinarians provided they otherwise do not violate any other provision hereof); (v) any dumping, disposal, incineration or reduction of garbage or refuse, other than handling or reducing such waste if produced on the premises from authorized uses and if handled in a clean and sanitary manner, and without exceeding ambient noise levels; (vi) any amusement park, massage parlor, exhibition or other display of full or partial nudity (including, without limitation, topless serving and/or dancing) or lewd or obscene acts, carnival, off-track betting operation (except lottery ticket sales) or pornographic material sales or rental stores; or (vii) a distribution facility or other business involving truck deliveries as a primary part thereof. In the event any of the foregoing activities are conducted on the Star Parcel, Venture shall notify Star thereof in writing and, in the event Star shall not cause the cessation or begin taking reasonable steps to cause such cessation of such prohibited activity within ten (10) days after receipt of such notice, with reasonable diligence, then Venture shall have any rights and remedies available at law or equity arising out of the conduct of such activities in violation of the terms hereof.

(e) In the event, at any time during the term hereof, Star or any successor-in-interest shall construct and install a curb-cut directly onto Maple Street from the Star Parcel, the Egress Easement shall automatically terminate without any further act or writing; provided, however, that Star shall, upon the request of Venture, execute and deliver a release of the Egress Easement of record.

4. All easements granted herein shall be subject and subordinate to all easements, rights of way, restrictions, covenants or reservations in place prior to the conveyance of the Venture Parcel to Venture by Star.

5. No easement granted herein or other term or provision of this Agreement shall limit, restrict or prohibit Venture from granting subsequent easements on, over, under or across the Maintenance Easement Area or Egress Easement Area to any other person or entity, provided such easements do not substantially interfere with Star's use and enjoyment of the easements granted hereunder.

6. Notwithstanding the easements and rights granted herein, Venture and the successors and assigns to the Venture Parcel may construct, install, maintain, repair and otherwise use sidewalks, parking lots, driveways, utilities, and other improvements, not including buildings or other obstructions which will prevent the reasonable use thereof; provided that Venture and such successors and assigns shall use reasonable efforts to minimize any interference and use and enjoyment of the easements and rights granted herein.

7. Star shall indemnify, protect, defend and hold harmless Venture and Venture's officers, employees, agents, servants, shareholders, directors, successors and assigns from and against any and all claims, losses, demands, fines, suits, actions, proceedings, costs and expenses (including attorneys', accountants' and other consultants' fees and litigation costs) and all other liabilities incurred by Venture or asserted by any person or entity against Venture which arise from or in connection with (a) the use, operation, repair, maintenance, installation, construction or other activities of Star and its officers, directors, shareholders, employees, agents, contractors, subcontractors, and others affiliated with Star, or (b) any default under this Agreement by Star with respect to any of the easements granted hereunder. As used herein, the term "affiliated" shall refer to any individual or entity who controls, is controlled by, or is under control of, such individual or entity. In the event Star sells all or any portion of the Star Parcel, Star shall have no liability for claims, losses, demands, fines, suits, actions, proceedings, costs and expenses, and other liabilities, arising out of events or circumstances occurring out of or with respect to the Star Parcel or the portion thereof sold or transferred from and after the date of such

transfer; provided that the transferee of the Star Parcel, or portion thereof, shall automatically, and without any further documentation, be substituted as to the Star Parcel or portion thereof so transferred, in the foregoing provisions mutatis mutandis, in the place and stead of Star for the benefit of Venture and Venture's officers, employees, agents, servants, shareholders, directors, successors and assigns.

8. The terms of this Agreement shall constitute covenants running with the land and shall burden the Venture Parcel and be appurtenant to the Star Parcel, and all such terms shall inure to the benefit of and be binding upon the parties hereto and the respective successors and assigns of each parcel.

9. Star shall promptly repair, replace and restore any portion of the Venture Parcel which may be damaged or destroyed in the course of Star's exercise of its rights under the Building Maintenance Easement or Utility Easement.

10. Any notice, request, approval, demand, instruction or other communication required or permitted to be given to any party hereunder shall be in writing (other than the notification to the manager of the Venture Store pursuant to paragraph 1 hereof) and shall conclusively be deemed to be delivered when personally delivered or when deposited, as evidenced by the postmark thereon, in the United States mail, sent by certified mail, return receipt requested, and addressed as follows:

Venture:

Venture Stores, Inc.
2001 East Terra Lane
Post Office Box 110
O'Fallon, Missouri 63366-0110
Attn: Real Estate Department

Star:

Star Lumber & Supply Co., Inc.
325 South West Street
Post Office Box 7712
Wichita, Kansas 67277
Attn: President

or such other address specified by notice given in accordance herewith.

In the event Star sells all or any portion of its interest in the Star Parcel, Star shall give written notice thereof to Venture, which notice shall specify the address for purposes of notifying the transferee hereunder.

11. Upon the termination and release of any easement granted hereunder in accordance with the terms hereof or by mutual agreement, Star, or its successors and assigns, shall execute in recordable form and record in the appropriate governmental office of Sedgwick County, Kansas, all documents and instruments reasonably requested by Venture to confirm the termination and release of such easement.

12. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Parcels to the general public, or for the general public, or for any public use or purpose whatsoever. This Agreement is strictly limited to and for the purposes expressed herein, and is solely for the benefit of the parties hereto and the respective successors and assigns of the Parcels described herein and shall not benefit any third parties. Further, nothing herein contained shall be deemed to create or infer any additional rights or easements on, in, under, or to the Venture Parcel and the easements granted herein shall not be deemed to create or infer any building set-back, separation or other building restrictions on the Venture Parcel, and Star shall not use or rely upon this Agreement or the easements created hereunder to comply with any building set-back, separation or other building requirements applicable to the Star Parcel.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the day first above written.

STAR LUMBER & SUPPLY CO., INC.

By *Christopher J. Gerbec*
Name Christopher J. Gerbec
Title President/CEO

VENTURE STORES, INC.

By *David C. LaPee* UKV/AL
Name David C. LaPee
Title Senior Vice President, Real Estate

STATE OF KANSAS } SS
SEDGWICK COUNTY }
FILED FOR RECORD AT
7:45 PM

AUG 4 1992 1226740

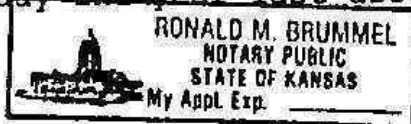
PAT KETTLER
REGISTER OF DEEDS

Ed Ross
Deputy

STATE OF Missouri)
COUNTY OF St. Charles) SS:

BE IT REMEMBERED, that on this 31st day of July, 1992, before me, a Notary Public in and for the County and State afore-said, personally appeared David C. LaPee, the Senior Vice President, Real Estate, of VENTURE STORES, INC., a Delaware corporation, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

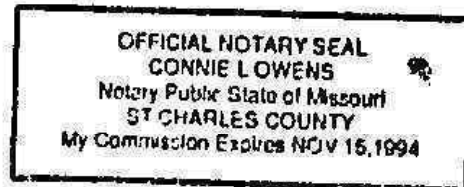
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.



My commission expires:

11-15-94

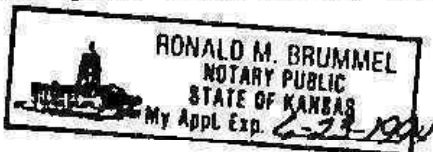
Connie L. Owens
NOTARY PUBLIC



STATE OF Kansas)
COUNTY OF Ledward) SS:

BE IT REMEMBERED, that on this 29th day of July, 1992, before me, a Notary Public in and for the County and State afore-said, personally appeared Christopher Yarboll, the President of STAR LUMBER & SUPPLY CO., INC., a Kansas corporation, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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



My commission expires:

June 23, 1994

Ronald M. Brummel
NOTARY PUBLIC

EXHIBIT A

VENTURE PARCEL

BEGINNING AT THE SOUTHWEST CORNER LOT 1, STAR LUMBER COMPANY 6TH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; THENCE N1°22'37"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 360.1 FEET (MEASURED 360.29 FEET) TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°56'50"E ALONG THE SOUTH LINE OF LOTS 3 AND 4, STAR LUMBER COMPANY 4TH ADDITION A DISTANCE OF 206.2 FEET (MEASURED 206.19 FEET) TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE N0°17'48"E ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 280 FEET (MEASURED 279.94 FEET) TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE N90°00'00"E ALONG THE NORTH LINE OF LOTS 1 AND 2, STAR LUMBER 4TH ADDITION AND LOT 1, STAR LUMBER COMPANY 7TH ADDITION A DISTANCE OF 340 FEET (MEASURED 339.97 FEET) TO THE NORTHWEST CORNER OF LOT 1 STAR LUMBER COMPANY ADDITION; THENCE N90°00'00"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 89.13 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF THE WEST WALL OF AN EXISTING BUILDING #4141 WEST MAPLE; THENCE S0°06'54"E ALONG SAID WEST FACE, AND ITS EXTENSIONS, A DISTANCE OF 279.96 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S0°17'26"W PARALLEL TO THE WEST LINE OF LOT 1, STAR LUMBER COMPANY 5TH ADDITION A DISTANCE OF 360 FEET (MEASURED 360.21 FEET) TO THE SOUTH LINE OF SAID LOT 1; THENCE S89°59'14"W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 231.1 FEET TO THE SOUTHEAST CORNER OF LOT 1, STAR LUMBER COMPANY 6TH ADDITION; THENCE S89°59'14"W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 413 FEET (MEASURED 413.04 FEET) TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 8.063 ACRES OR 351,233 SQUARE FEET, MORE OR LESS.

EXHIBIT B

STAR PARCEL

Lot 1, Star Lumber Company Addition to Wichita, Sedgwick County, Kansas, and Lot 1, Star Lumber Company 5th Addition to Wichita, Sedgwick County, Kansas; EXCEPTING THEREFROM THAT PORTION OF LOT 1, STAR LUMBER COMPANY ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 89.13 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF THE WEST WALL OF AN EXISTING BUILDING #4141 WEST MAPLE; THENCE SOUTHERLY ALONG SAID WEST FACE AND ITS EXTENSIONS, 279.96 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 1; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1, 91.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING AND THE WEST 231.1 FEET OF THE NORTH 360 FEET OF LOT 1, STAR LUMBER COMPANY 5TH ADDITION, WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.

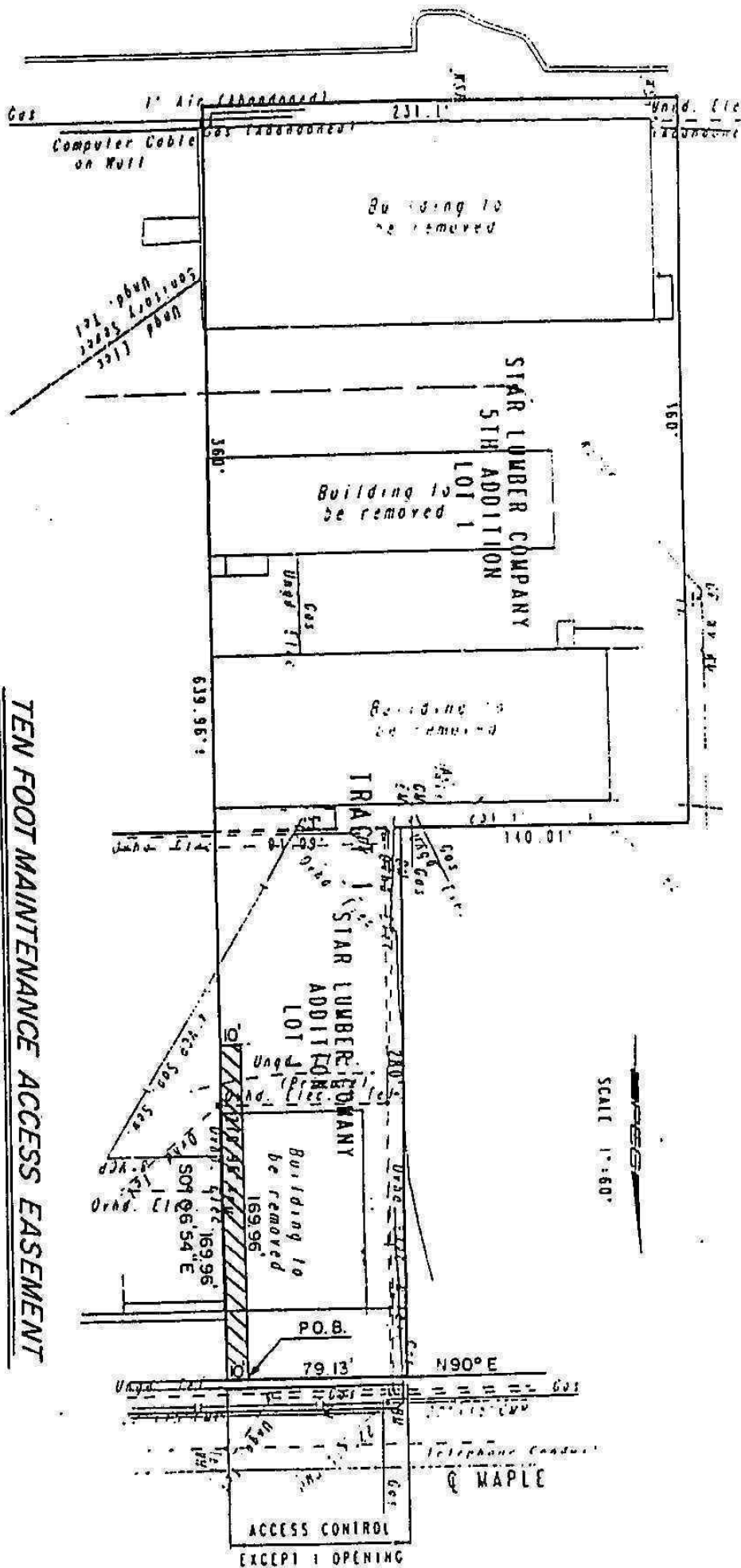


EXHIBIT D

TEN FOOT MAINTENANCE ACCESS EASEMENT

THE EAST 10 FEET OF THE NORTH 169.96 FEET OF THAT PART OF LOT 1, STAR LUMBER COMPANY ADDITION TO WICHITA, KANSAS AS DESCRIBED IN THE RECORDED LOT SPLIT L/S-0824, FILM 1216, PAGE 627 IN THE SEDGWICK COUNTY REGISTER OF DEEDS.

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, STAR LUMBER COMPANY ADDITION; THENCE N 90°00'00" E ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 79.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 90°00'00" E ALONG SAID NORTH LINE, A DISTANCE OF 10 FEET; THENCE BEARING S 00°06'54" E, A DISTANCE OF 169.96 FEET; THENCE BEARING N 90°00'00" W, A DISTANCE OF 10 FEET; THENCE BEARING N 00°06'54" W, A DISTANCE OF 169.96 FEET TO THE POINT OF BEGINNING.

EXHIBIT E

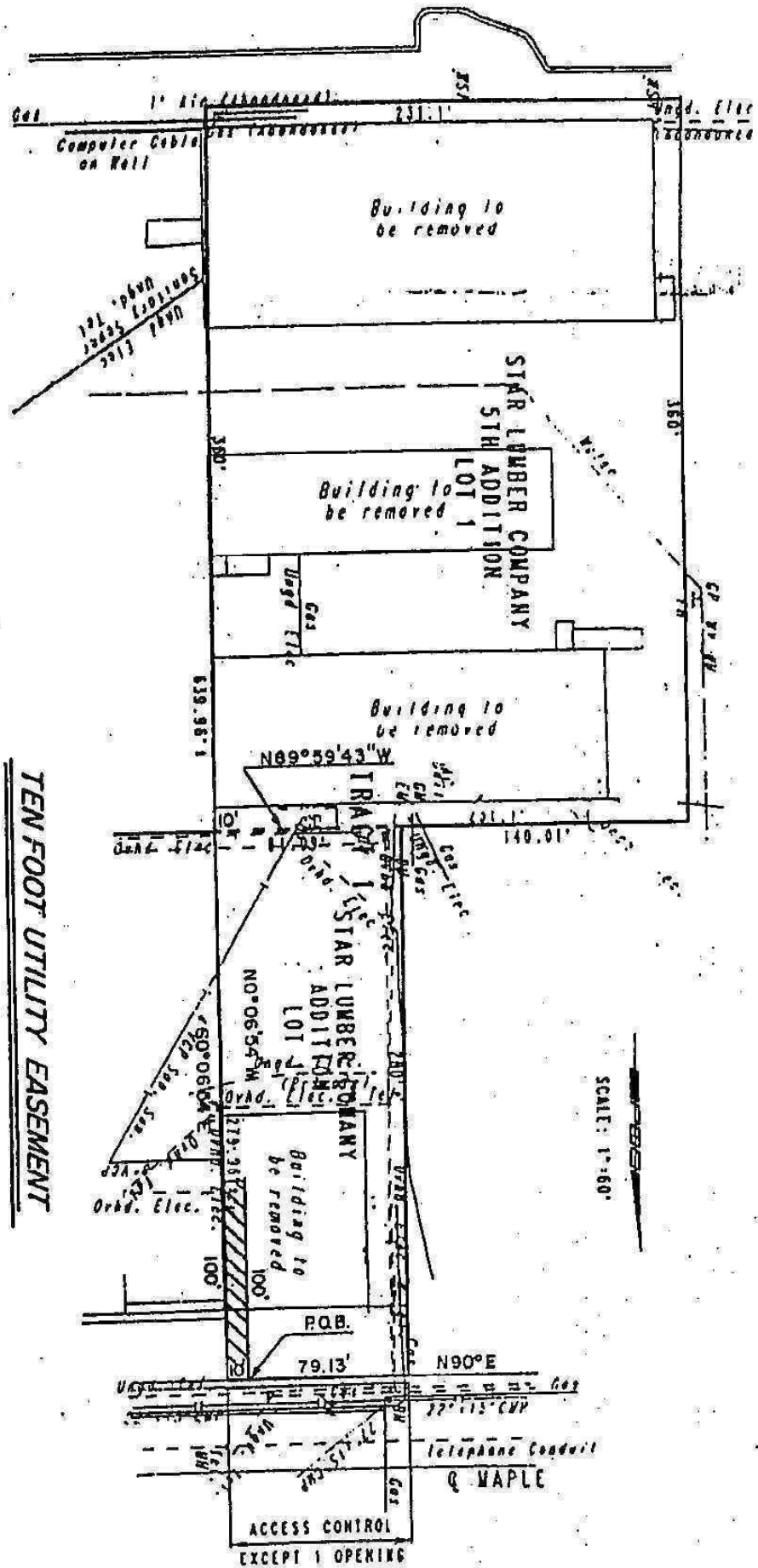


EXHIBIT F

TEN FOOT UTILITY EASEMENT

THE EAST 10 FEET OF THE NORTH 100 FEET OF THAT PORTION OF LOT 1, STAR LUMBER COMPANY ADDITION TO WICHITA KANSAS AS DESCRIBED IN THE RECORDED LOT SPLIT FILM 1216, PAGE 627 IN THE SEDGWICK COUNTY REGISTER OF DEEDS OFFICE.

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, STAR LUMBER COMPANY ADDITION; THENCE N 90°00'00" E ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 79.13 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 90°00'00" E ALONG SAID NORTH LINE, A DISTANCE OF 10 FEET; THENCE BEARING S 00°06'54" E, A DISTANCE OF 100.00 FEET; THENCE BEARING N 90°00'00" W, A DISTANCE OF 10 FEET; THENCE BEARING N 00°06'54" W, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

REVISED 4/30/92

EXHIBIT G

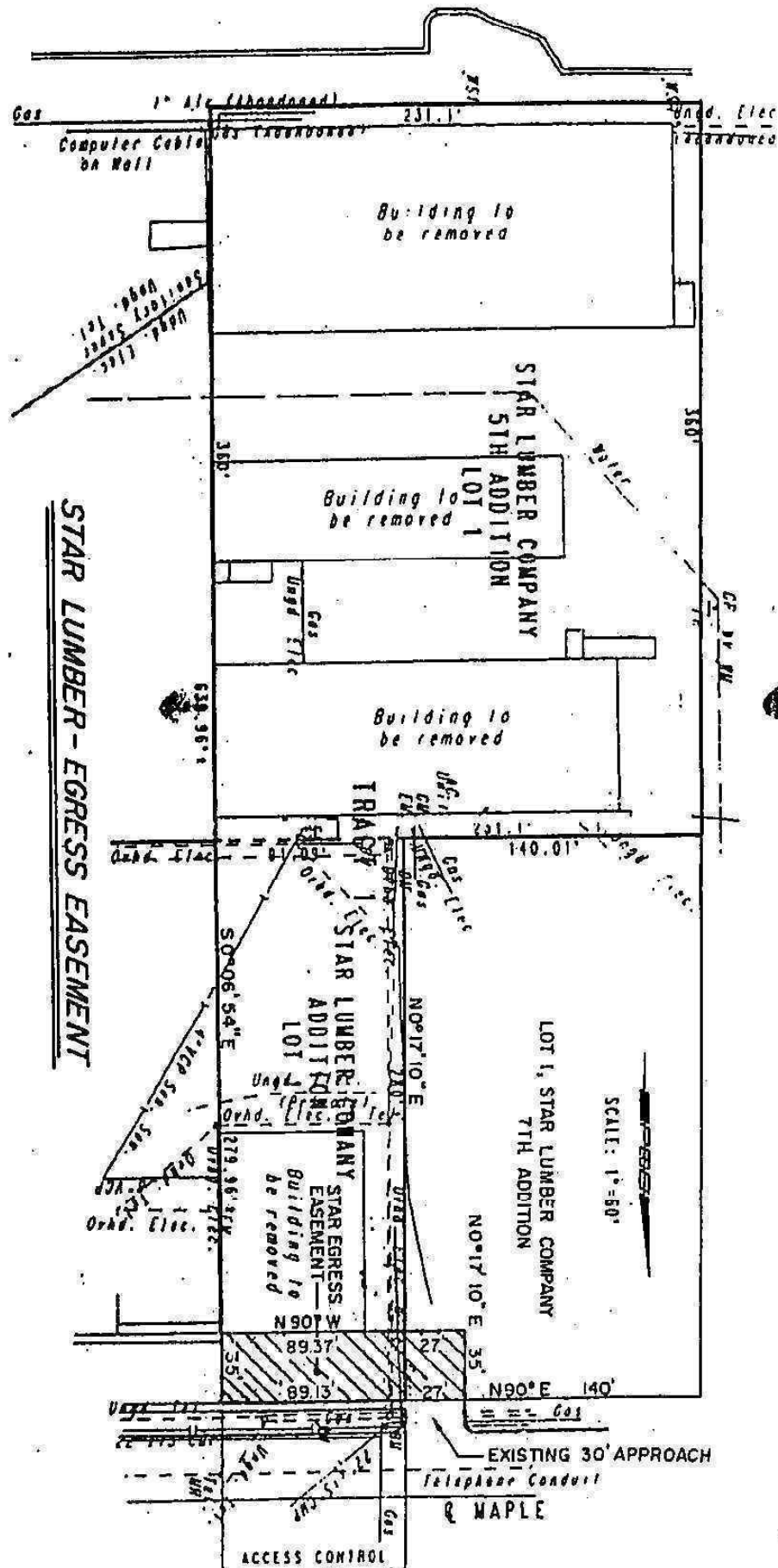


EXHIBIT H

35' STAR EGRESS EASEMENT

PORTION OF THE WEST 89.13 FEET OF LOT 1, STAR LUMBER COMPANY ADDITION TO WICHITA, KANSAS AS DESCRIBED IN THE RECORDED LOT SPLIT L/S-0824 FILM 1216, PAGE 627 IN THE SEDGWICK COUNTY REGISTER OF DEEDS OFFICE.

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, STAR LUMBER COMPANY ADDITION; THENCE N 90°00'00" E ON AN ASSUMED BEARING ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 89.13 FEET; THENCE BEARING S 00°06'54" E, A DISTANCE OF 35 FEET; THENCE BEARING N 90°00'00" W PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 89.37 FEET; THENCE BEARING N 00°17'10" E ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 35 FEET TO THE POINT OF BEGINNING.

PORTION OF LOT 1 STAR LUMBER COMPANY 7TH ADDITION

THE NORTH 35.00 FEET OF THE EAST 27.00 FEET OF LOT 1 STAR LUMBER COMPANY 7TH ADDITION.

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, STAR LUMBER COMPANY 7TH ADDITION; THENCE BEARING S 00°17'10" W ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 35.00 FEET; THENCE BEARING N 90° 00' 00" W PARALLEL WITH THE NORTH LINE, A DISTANCE OF 27.00 FEET; THENCE BEARING N 00°17'10" E PARALLEL WITH THE EAST LINE, A DISTANCE OF 35.00 FEET; THENCE BEARING N 90° 00'00" E ALONG THE NORTH LINE, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING.

REVISED 4/30/92

STATE OF KANSAS } SS
 SEDGWICK COUNTY }
 FILED FOR RECORD AT
 8-00 a.m.

JAN 392 1179857

PAT KETTLER
 REGISTER OF DEEDS

Ed Bond
D. Bond

Given under my hand and seal this 8th day of November, 1991.

Marvin S. Krout
 Marvin S. Krout

I, Marvin S. Krout, Director of Planning, Wichita-Sedgwick County Metropolitan 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.

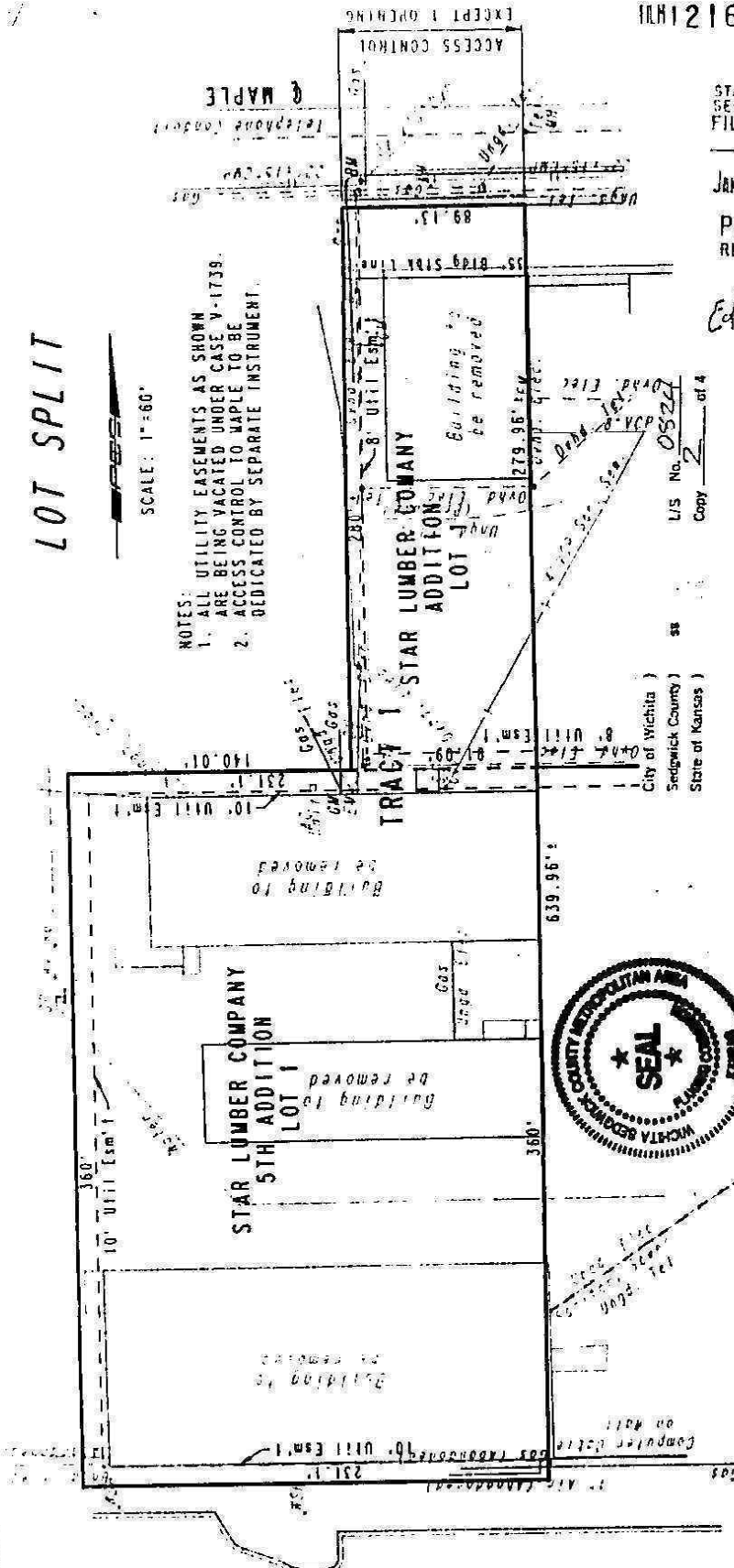


TRACT 1 - THAT PORTION OF LOT 1, STAR LUMBER COMPANY ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, DESCRIBED AS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 89.13 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF THE WEST WALL OF AN EXISTING BUILDING 44141 WEST MAPLE; THENCE SOUTHERLY ALONG SAID WEST FACE AND ITS EXTENSIONS, 279.96 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 1; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1, 91.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING AND THE WEST 231.1 FEET OF THE NORTH 360 FEET OF LOT 1, STAR LUMBER COMPANY 5TH ADDITION, WICHITA, KANSAS, CONTAINING 108,425 S.F. MORE OR LESS.

LOT SPLIT

SCALE: 1"=60'

- NOTES:
 1. ALL UTILITY EASEMENTS AS SHOWN ARE BEING VACATED UNDER CASE V-1739.
 2. ACCESS CONTROL TO MAPLE TO BE DEDICATED BY SEPARATE INSTRUMENT.



6.000

City Clerk

6-000-1179857

WC# 2562

AFFIDAVIT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Dennis Cook, of lawful age, states that he is Estimator of KG&E, a Western Resources company; that pursuant to the provisions of the original contract to supply electric service to the property located in Sedgwick County, Kansas, legally described as:

Star Lumber Company Addition
commonly known as 4203 West Maple

KG&E has acquired the right and easement necessary to provide such service to said property; that the electric lines were installed underground; and that by agreement the location of said underground lines used for such purposes are as follows:

A ten (10) foot easement being five (5) feet right and left of the following described line:

Beginning at the northwest corner of Star Lumber Company Addition, thence southeast 180 feet to a point 170 feet south and 25 feet east of the point of beginning.

Further, affiant saith not.

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

KG&E
Dennis Cook
Dennis Cook, Estimator

Subscribed and sworn to before me a notary public in and for said County and State, this 17th day of January, 1995.

STATE OF KANSAS) SS
SEDGWICK COUNTY)
FILED FOR RECORD AT
8:00 a.m.

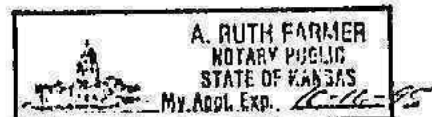
1446691 2 14 95

PAT KETTLER
REGISTER OF DEEDS

A. Ruth Farmer
A. Ruth Farmer, Notary Public

My appointment expires:

October 16, 1995



Chyllis Hernandez
Deputy

Western Resources
818 Kansas Ave
Topeka, Mo. 66612-1217

95-104.14

606cl

600

CERTIFICATE

CITY OF WICHITA)
 SEDGWICK COUNTY) SS
 STATE OF KANSAS)

I, Star Lumber & Supply Co., Inc., owner of (give name of proposed plat, if appropriate) Star Lumber 1st & 5th Additions do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer
- 2.
- 3.
- 4.
- 5.
- 6.

As a result of the above mentioned petitions for improvements, lots or portions thereof within Star Lumber 1st & 5th Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 7th day of November, 19 91.

STATE OF KANSAS } ss
 SEDGWICK COUNTY }
 FILED FOR RECORD AT

STAR LUMBER & SUPPLY CO., INC.

JAN 3 1992 1179858

By: Christopher J. Goebel
 Christopher J. Goebel, President

PAT KETTLER
 REGISTER OF DEEDS

Ed Bass
 Deputy

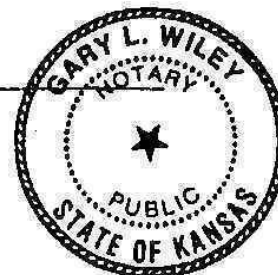
STATE OF KANSAS)
) SS
 SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Christopher J. Goebel, Pres., Star Lumber & Supply Co. 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 7th day of November (11/5/91), 19 91.

Gary L. Wiley
 Notary Public

My Appointment Expires Jan 3, 1993



6.00.0

City Clerk

12 13 91
RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 260, MAIN 5, SANITARY SEWER #22, LOT SPLIT (WEST OF WEST ST., SOUTH OF MAPLE) PROJECT NO. 468-82164 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 260, MAIN 5, SANITARY SEWER #22, LOT SPLIT 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 260, Main 5, Sanitary Sewer #22, Lot Split in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be Twelve Thousand Dollars (\$12,000.00), with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after December 1, 1991.

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:

PART OF STAR LUMBER COMPANY 1ST AND 5TH
ADDITIONS

Described as Follows:

That portion of Lot 1, Star Lumber Company Addition to Wichita, Kansas, Described as: Beginning at the Northwest corner of said Lot 1; thence East along the North line of said Lot 1 a distance of 89.13 feet to the Northerly extension of the West face of the West wall of an existing building no. 4141 West Maple; thence Southerly along said West face and its extensions, 279.96 feet, more or less, to the South line of said Lot 1; thence West along the South line of said Lot 1, 91.09 feet to the Southwest corner of said Lot 1; thence North along the West line of said Lot 1 to the point of beginning and the West 231.1 feet of the North 360 feet of Lot 1, Star Lumber Company 5th Addition to Wichita, Kansas.

WM1214 PMS0066

city clerk

File A

05/11

FM1214 PNE0067

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 available through the Special Assessment Deferral Program.

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. 1980 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, 12-10-91

Ed Reed
Deputy

STATE OF KANSAS) ss
SEDGWICK COUNTY)
FILED FOR)
11-00-91

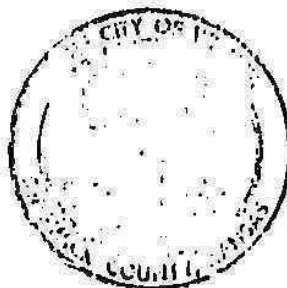
ATTEST:

DEC 20 91 1177794

Pat Burnett
PAT BURNETT
DEPUTY CITY CLERK

PAT KETTLER
REGISTER OF DEEDS

(SEAL)



Bob Knight
BOB KNIGHT, MAYOR
State of Kansas)
Sedgwick County) ss
City of Wichita)
I, Pat Burnett 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 DEC 19 1991
Pat Burnett Deputy City Clerk



EASEMENT

Approved / Accepted By City Council

This DEC 3 1991

THIS EASEMENT made this 7th day of November, 1991, by and between Star Lumber and Supply Co., Inc. 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 considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, maintaining, and repairing all public utilities, under the following described real estate situated in Sedgwick County, Kansas, to wit;

The West 20 feet of Lot 2, Star Lumber Company 4th Addition to Wichita, Kansas.

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

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

STATE OF KANSAS } ss
SEDGWICK COUNTY }
FILED FOR RECORD AT

8:00 AM
DEC 5 1991

STAR LUMBER & SUPPLY CO., INC.

Christopher J. Goebel
Christopher J. Goebel, President

STATE OF KANSAS }
SEDGWICK COUNTY }
PAT KETTLER
REGISTER OF DEEDS

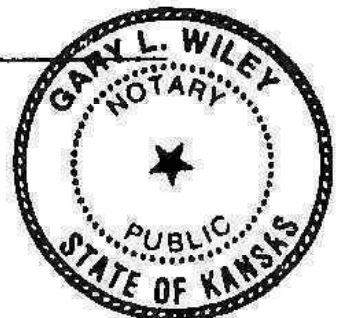
Ed Bass
Deputy

Personally appeared before me a notary public in and for the County and State aforesaid Christopher J. Goebel, Pres., Star Lumber & Supply Co., Inc. to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita Kansas, this 7th day of November, 1991.

Gary L. Wiley
Notary Public

My Commission Expires Jan. 3, 1993



City clerk

6-00
U-139

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT ("Amendment") is made and entered into this 20th day of December, 1991 by and between STAR LUMBER & SUPPLY CO., INC., a Kansas corporation (hereinafter "Star") and DAYTON HUDSON CORPORATION, a Minnesota corporation (hereinafter "Target Stores").

WITNESSETH:

WHEREAS, the parties hereto executed that certain Easement Agreement (the "Agreement"), dated September 10, 1979 and recorded in the real estate records for Sedgwick County, Kansas at Film 389, page 983, et. seq.; and

WHEREAS, Star desires additional property owned by it, which is located adjacent to the real estate described in the first WHEREAS clause, to benefit from the common driveway; and

WHEREAS, the parties desire to amend and modify the Agreement to add Star's additional property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto agree as follows:

"The first WHEREAS clause of the Agreement is deleted in its entirety and the following is substituted in its place and stead: "Star is the owner of the real property described in Attachment 1 to the Amendment." "

Attachment 1 attached to this Amendment is incorporated herein by this reference.

Except as otherwise provided herein, the Agreement shall remain in full force and effect in accordance with its original terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Amendment to Easement Agreement as of the day and year first above written.

STAR LUMBER & SUPPLY CO., INC.

DAYTON HUDSON CORPORATION
Target Stores Division

By Christopher J. Goebel
Title President
Christopher J. Goebel

By Edward J. Bierman
Title Vice President, Target Stores

1000

SLC

9WB

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 20 day of December, 1991, before me a Notary Public in and for the County and State afore-said, personally appeared Chris Eichel, the President of STAR LUMBER & SUPPLY CO., INC., a Kansas corporation, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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



My commission expires:
10-23-92

Ruth A. Gobba
Notary Public

STATE OF KANSAS } ss
SEDGWICK COUNTY }
FILED FOR RECORD AT
4:30 PM
DEC 20 91 1177942
PAT KETTLER
REGISTER OF DEEDS

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

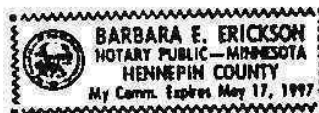
Ed Berman
Deputy

BE IT REMEMBERED, that on this 19th day of December, 1991, before me a Notary Public in and for the County and State afore-said, personally appeared Edward J. Berman, the Vice Pres., Target Stores of DAYTON-HUDSON CORPORATION, a Minnesota corporation, personally known to me to be such officer and the same person who executed, as such officer, the above and foregoing instrument in writing on behalf of said corporation and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Barbara E. Erickson
Notary Public

My commission expires:
5-17-97



ATTACHMENT 1

1. All of Lots 1 and 2, Star Lumber Company Fourth Addition to Wichita, Sedgwick County, Kansas
2. The West 260 feet of the North 360 feet of Lot 1, Star Lumber Company Fifth Addition to Wichita, Sedgwick County, Kansas
3. All of Lot 1, Star Lumber Company Sixth Addition to Wichita, Sedgwick County, Kansas
4. All of Lot 1, Star Lumber Company Seventh Addition to Wichita, Sedgwick County, Kansas
5. The West 120 feet of Lot 1, Star Lumber Company Addition to Wichita, Sedgwick County, Kansas

PRIVATE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 22 day of October, 1984,
between:

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
112-011 M

OCT 25 1984
7 17173

NO.
BETTE F. MCCART
REGISTER OF DEEDS

STAR LUMBER & SUPPLY CO., INC., a
corporation duly organized under the
laws of the State of Kansas, acting
by its President, being thereunto
duly authorized in the County of
Sedgwick, State of Kansas, of
Wichita, Kansas, GRANTOR,

and

SPEAR INVESTMENTS, a partnership, of
Wichita, Sedgwick County, Kansas,
GRANTEE.

WHEREAS, Grantor is the fee simple owner of Lots 1 and 2 of
Star Lumber Company Fourth Addition, Wichita, Sedgwick County,
Kansas, and the Grantee is the fee simple owner of Lots 3 and 4 of
Star Lumber Company Fourth Addition, Wichita, Sedgwick County,
Kansas, which land adjoins Grantor's land, and

WHEREAS, Grantee desires to construct a sewer line across Lots
1 and 2 to connect with existing sewer service lines;

WITNESSETH: That in consideration of the sum of One Dollar
(\$1.00) and other good and valuable consideration, receipt of which
is hereby acknowledged, Grantor hereby grants, sells and conveys to
Grantee, its successors and assigns a perpetual easement and a
right-of-way for the purpose of laying, constructing, operating,
inspecting, maintaining, repairing and replacing a sewer line for
the conveyance of wastewater, on, in and over the lands owned by
the Grantor and which easement is legally described as:

The North twenty (20) feet of Lots 1 and 2 of Star Lumber
Company Fourth Addition, Wichita, Sedgwick County, Kansas
(excluding that portion of Lots 1 and 2 previously dedicated on
the North for Maple Street),

and shall be possessed and enjoyed by the Grantee, its successors
and assigns as an easement appurtenant to Lots 3 and 4.

During construction, clean up and restoration operations,
Grantee shall have the right to a temporary construction easement,
however after the completion of construction the Grantee shall have
no further right to such temporary working space and the Grantee's
rights shall be limited solely to a permanent easement twenty (20)
feet in width and all sewer lines constructed pursuant to this
Agreement shall be confined to such easement.

The Grantee, its employees, contractors, or representatives or
those of its successors and assigns shall have the permanent right
of ingress and egress to and from the easement for the purpose of
constructing, operating, inspecting, maintaining, repairing and
replacing the sewer line as located therein. Such ingress and
egress shall be limited as reasonably possible to such easement and
to existing public roads, however, Grantor shall not unreasonably
limit alternate means of ingress and egress to the easement for
purposes stated herein.

The Grantor shall have the right to full use and enjoyment of
the premises except for such use as may unreasonably interfere with
the exercise by the Grantee of the right granted herein. Grantor
shall not construct or permit to be constructed any structure or
obstruction on or over or interfering with the construction, main-
tenance or other operation of the sewer line or appurtenance
constructed pursuant to this instrument. Grantor further agrees
that he will not change the ground elevation above such sewer line
without the prior written consent of the Grantee, which consent
shall not be unreasonably withheld.

After the installation of the sewer line or any subsequent maintenance thereof, the Grantee, its employees, representatives, or contractors or those of its successors and assigns shall remove all equipment and other property placed on the premises by or for the Grantee, fill and level all ditches, ruts, and depressions caused by construction or removal operations and remove all debris resulting therefrom. The Grantee will generally restore the surface of the premises as near to its original condition as may be possible with the exception of any obstructions to the use of the sewer line easement, all within a reasonable time after the installation of the sewer.

The Grantor covenants that it is the owner of the premises and has the right, title and capacity to grant the sewer line easement granted herein.

This Private Easement Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Star Lumber & Supply Co., Inc., by its duly authorized representative, has executed this instrument at Wichita, Sedgwick County, Kansas, this 22 day of October, 1984.

STAR LUMBER & SUPPLY CO., INC.

SEAL

By William J. Goebel
William J. Goebel, President
"GRANTOR"

SPEAR INVESTMENTS

By Gene E. Spear
Gene E. Spear
"GRANTEE"

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 22nd day of October, 1984, before me, the undersigned, a Notary Public in and for the County of Sedgwick and State aforesaid came William J. Goebel, President of Star Lumber & Supply Co., Inc., a corporation duly organized, incorporated in Kansas, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as Officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

My appointment expires:

June 24 1986

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Ronald M. Brummel
Notary Public
RONALD M. BRUMMEL

BE IT REMEMBERED, That on this 22nd day of October, 1984, before me, the undersigned, a Notary Public in and for the County of Sedgwick and State aforesaid came Gene E. Spear, who is personally known to me to be the same person who executed the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

My appointment expires:

June 24 1986

Ronald M. Brummel
Notary Public
RONALD M. BRUMMEL

CERTIFICATE

SEP 18 1973

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

I, Star Lumber and Supply Company Inc owner and plat-
tor of Star Lumber Company 4th Addition, do hereby
certify that petitions for the following improvements have been
submitted to the Board of Commissioners of the City of Wichita,
Kansas:

1. Street
2. Sanitary Sewer
3. N/A
4. N/A
5. N/A
6. N/A
7. N/A

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
SEP 24 1973

1 C9198
JOHN HALE
REGISTER OF DEEDS
Seal of John Hale
Deputy

As a result of the above-mentioned petitions for im-
provements, lots within Star Lumber Company 4th Addition
may be subject to special assessments assessed thereto for the
cost of constructing the above-described improvements.

Signed this 31st day of July, 1973.
Star Lumber and Supply Co. Inc.

William J. Goughen Pres.
Robert L. Goughen Sec.
WILLIAM J. GOUGHEN
ROBERT L. GOUGHEN

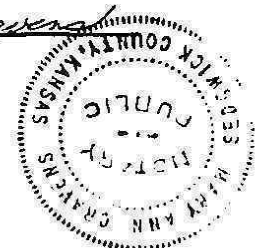
City of Wichita)
Sedgwick County) ss
State of Kansas)

Be it remembered that on this 31st day of July,
1973, before me, a notary public in and for said County and State,
came William J. Goughen & Robert L. Goughen, to me personally
known to be the same person who executed the fore-going 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.

Mary Ann Craven
Notary Public
MARY ANN CRAVEN

My Commission Expires:
March 29, 1975



3=

79-128
City Club
Room 104 City Bldg

RESOLUTION AUTHORIZING THE IMPROVEMENT OF TRACY AVENUE FROM THE SOUTH LINE OF MAPLE STREET TO THE SOUTH LINE OF STAR LUMBER COMPANY 4TH ADDITION, IN THE CITY OF WICHITA, KANSAS, IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY UPON THE ADVISABILITY OF SAID IMPROVEMENT HERETOFORE ADOPTED; DIRECTING THE CITY ENGINEER TO PREPARE PLANS AND SPECIFICATIONS AND TO FILE AN ESTIMATED COST OF SAID IMPROVEMENT; ESTABLISHING A BENEFIT DISTRICT AGAINST WHICH THE COST OF THE WORK WILL BE CHARGED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That pursuant to the findings made by the Governing Body of the City of Wichita, the work of improving Tracy Avenue from the south line of Maple Street to the south line of Star Lumber Company 4th Addition, is hereby authorized and declared to be necessary as follows:

That said pavement between aforesaid limits be constructed for a width of forty (40) feet from curb line to curb line and seven (7) inches in thickness; that concrete curb be constructed integral with and on both sides of said pavement; and that all necessary grading, driveways, and drainage be constructed.

SECTION 2. That the City Engineer is hereby directed to prepare plans and specifications covering said street improvement that is estimated to cost Twenty Thousand Dollars (\$20,000.00) payable by the improvement district and Three Thousand Dollars (\$3,000.00) payable by the City of Wichita at large for intersections; that said plans and specifications shall be presented to this Governing Body for approval.

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

Lots 1, 2, 3 and 4, Star Lumber Company 4th Addition;
Unplatted tract in the Northeast Quarter, Section 26,
Township 27 South, Range 1 West of the 6th P.M., more
fully described as the north three hundred thirty (330)
ft. of the west two hundred seven (207) ft. of the east
one thousand five hundred sixty-five (1565) ft. of said
Northeast Quarter except street right-of-way.

SECTION 4. The method of apportioning the cost of said improvement to the owners of land liable for assessment therefor shall be on a square foot basis except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be a direct assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. This resolution shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, on this 9th day of October, 1973.

James M. Dennell
James M. Dennell MAYOR

ATTEST:

Ralph C. Eberly
CITY CLERK Ralph C. Eberly
(SEAL)

STATE OF KANSAS } ss
SEDGWICK COUNTY }
FILED FOR RECORD AT
8.00

OCT 16 1973

NO. 1 71438
JOHN HALE
REGISTER OF DEEDS

Paul Gilbert
deputy

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

I, Ralph C. Eberly, City Clerk of the City of Wichita, Kansas, do hereby certify that the document to which this is attached is a true and correct copy of the original on file in my office.

Given under my hand and seal of the City of
Wichita, this OCT 12 1973

Ralph C. Eberly City Clerk

C. D. H.
City Clerk
Room 104 City Bldg

MAR 31 1978

PUBLISHED IN THE DAILY RECORD ON

RESOLUTION

SEN 297 1540

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING OF TRACY FROM THE SOUTH LINE OF TAFT TO THE SOUTH LINE OF MAPLE, IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING TRACY FROM THE SOUTH LINE OF TAFT TO THE SOUTH LINE OF MAPLE, IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave Tracy from the South Line of Taft to the South Line of Maple, in the City of Wichita, Kansas, as follows:

That the general character of the improvement is to include medians, channelizations where necessary and said pavement shall be constructed a width of sixty-two (62) feet from gutter line to gutter line, cement combined curb and gutter to be two (2) feet and six (6) inches in width, making a total roadway of sixty-six (66) feet; that said pavement shall consist of an asphalt base seven (7) inches in thickness, and an asphaltic concrete wearing surface two (2) inches in thickness, composed of stone, sand, mineral filler, and asphalt. Drainage to be installed where necessary.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be Two Hundred Ten Thousand Dollars (\$210,000.00) payable by the improvement district and Five Thousand Dollars (\$5,000.00) payable by the City of Wichita at large for intersections. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1% per month from and after the date of approval of this resolution.

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

Lots 1 through 6 inclusive, Towne West Square Addition, also Lots 1 through 4 inclusive, Star Lumber Company 4th Addition; also an unplatted tract in the Northeast Quarter, Section 26, Township 27 South, Range One West of the 6th P.M. more fully described as beginning eight hundred seventy (870) ft. West and three hundred thirty (330) ft. South of the Northeast Corner of Northeast Quarter, Section 26, Township 27 South, Range One West; thence South parallel to the East Line of said Northeast Quarter to the North Line of Taft; thence West along said North Line to the East Line Tracy; thence North along said East Line to the Southwest Corner, Star Lumber Company 4th Addition; thence East along said South Line to the point of beginning.

SECTION 4. The method of apportioning the cost of said improvement to the owners of land liable for assessment therefor shall be on a fractional basis; Lots 1, 2, 3, Star Lumber Company 4th Addition shall each pay 22/2100 of the total cost payable by the improvement district; Lot 4, Star Lumber Company 4th Addition shall pay 26/2100 of the total cost payable by the improvement district. The unplatted tract in the Northeast Quarter, Section 26, Township 27 South, Range One West of the 6th P.M. more fully described as beginning eight hundred seventy (870) ft. West and three hundred thirty (330) ft. South of the Northeast Corner of Northeast Quarter, Section 26, Township 27 South, Range One West; thence South parallel to the East Line of said Northeast Quarter to the North Line of Taft; thence West along said North line to the East Line Tracy; thence North along said East Line to the Southwest Corner Star Lumber Company 4th Addition; thence East along said South Line to the point of beginning shall pay 318/2100 of the total cost payable by the improvement district; Lot 1, Towne West Square Addition shall pay 1599/2100 of the total cost payable by the improvement district; Lot 2, Towne West Square Addition shall pay 18/2100 of the total cost payable by the improvement district; Lot 3, Towne West Square Addition shall pay 22/2100 of the total cost payable by the improvement district; Lot 4, Towne West Square Addition shall pay 14/2100 of the total cost payable by the improvement district; Lot 5, Towne West Square Addition shall pay 16/2100 of the total cost payable by the improvement district; Lot 6, Towne West Square Addition shall pay 21/2100 of the total cost payable by the improvement district, except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be a direct assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That 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 6. The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1974 Supp. 12-6a01 et seq.

SECTION 7. 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 8. 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 28 day of March, 1978.

Tony Casado
MAYOR TONY CASADO

ATTEST:

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

State of Kansas
Sedgewick County
City of Wichita

I, Donald C. Gisick, City Clerk of the City of Wichita, Kansas, hereby certify that the document to which this is attached is a true and correct copy of the original as the same is on file in my office.

Witness my hand and seal of the City of Wichita this 28 day of March, 1978.
Donald C. Gisick City Clerk

STATE OF KANSAS
SEDEWICK COUNTY
FILED FOR RECORD BY
MAR 31 1978

NO. 3 77680
BETTE F. MCCARTY
CLERK OF COUNTY

Pat Kettler
Deputy

4/1/80

FILE 415 PAGE 653

PUBLISHED IN THE DAILY RECORD ON APR 1 1 1980

RESOLUTION

AMENDED RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING OF TRACY FROM THE SOUTH LINE OF TAFT TO THE SOUTH LINE OF MAPLE IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING TRACY FROM THE SOUTH LINE OF TAFT TO THE SOUTH OF MAPLE IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave Tracy from the south line of Taft to the south line of Maple in the City of Wichita, Kansas, as follows:

That there be constructed pavement on Tracy from the south line of Taft to the south line of Maple. That the general character of the improvement is to include medians, channelization where necessary, and a twelve (12) foot deceleration lane on the East side of Tracy from the north line of Taft to two hundred seventy (270) feet North of the north line of Taft, said pavement shall be constructed to a width of sixty-two (62) feet from gutter line to gutter line, cement combined curb and gutter to be two (2) feet and six (6) inches in width, making a total roadway width of sixty-six (66) feet, that said pavement shall consist of an asphaltic base seven (7) inches in thickness, and an asphaltic concrete wearing surface two (2) inches in thickness, composed of stone, sand, mineral filler, and asphalt. Drainage to be installed where necessary.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be Two Hundred Forty-Four Thousand Fifty-Two Dollars (\$244,052.00) payable by the improvement district and Nine Thousand Dollars (\$9,000.00) payable by the City of Wichita at large for intersections. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 $\frac{1}{2}$ % per month from and after the date of approval of this resolution.

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

Lots 1 through 11 inclusive, Towne West Square Addition.

Lot 1 and the West six hundred eighteen and ninety-eight hundredths (618.98) feet of Lot 2, Westport 2nd Addition.

Lots 1 through 4 inclusive, Star Lumber Company 4th Addition; and also Lot 1, Star Lumber Company 6th Addition.

SECTION 4. The method of apportioning the cost of said improvement to the owners of land liable for assessment therefor shall be on a fractional basis: Lots 1 through 11 inclusive, Towne West 2nd Addition shall pay 138,250/240,052 of the total cost payable by the improvement district; Lot 1 and the West six hundred eighteen and ninety-eight hundredths (618.98) feet of Lot 2, Westport 2nd Addition shall pay 79,125/240,052 of the total cost payable by the improvement district, and also Lots 1 through 4 inclusive, Star Lumber Company 4th Addition and Lot 1, Star Lumber Company 6th Addition shall pay 22,677/240,052 of the total cost payable by the improvement district, except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be a direct assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

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

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

SECTION 7. The advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1974 Supp. 12-6a01 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.

City Clerk

ADOPTED at Wichita, Kansas, this 8th day of April, 1980.

Tony Casado

MAYOR TONY CASADO

ATTEST:

Donald C. Gisick
CITY CLERK DONALD C. GISICK

State of Kansas }
Sedgwick County) ss
City of Wichita)
DALE E. REA Deputy City Clerk of the City
of Wichita, Kansas, hereby certifies that the document
to which this is affixed, is a true and correct copy of
the original on file to the office of the City Clerk.
Given under my hand and seal of the City of
Wichita, this APR 14 1980

Dale E. Rea
Deputy City Clerk

(SEAL)

STATE OF KANSAS }
SEDGWICK COUNTY)
FILED FOR RECORD AT
3:00 P.M.
APR 15 1980

NO. 4 85340
BETTE F. MCCART
REGISTER OF DEEDS

Pat Kettler
Deputy

Page 1 of 2

CERTIFICATE

Sedgwick County) SS
State of Kansas)

STATE OF KANSAS } SS
SEDCWICK COUNTY }
FILED FOR RECORD AT
8-00 A M

Oct 99 1164147

PAT KETTLER
REGISTER OF DEEDS

*Ed B. ...
County*

I, Star Lumber and Supply Co., Inc., owner of

(give name of proposed plat, if appropriate)

Part of Lot 1, Star Lumber Company 5th Addition, Wichita, Kansas

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

1. Sanitary sewer line extention
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

As a result of the above-mentioned petitions for
improvements, lots or portions thereof within part of Lot 1,
Star Lumber Company 5th Addition, Wichita, Kansas
Addition may be subject to special assessments assessed thereto
for the cost of constructing the above-described improvements.

Signed this 5th day of August, 1991.

Star Lumber and Supply Co., Inc.

Christopher J. Goebel, Pres
Christopher J. Goebel President

Star Lumber and Supply Co., Inc.

City Clerk

LB-6519

260 15 0024 2009

8.00.1

200

Certificate
(Sedgwick County)
Page 2 of 2

Sedgwick County) SS
State of Kansas)

The foregoing instrument was acknowledged before me this

August 5, 1991
(Date)

by Christopher J. Gochel

Seal or Stamp



Ruth A. Sobba
(signature of notary officer)

, Notary Public

Ruth A. Sobba

My appointment expires: 10-23-92, 19

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
8:11:00 A.M.

OCT 5 1979

4 61841

NO.
BETTE F. MCCART
REGISTER OF DEEDS

EASEMENT AGREEMENT

Lot Kettles Deputy
This Agreement made and entered into this 10th day of September, 1979, by and between STAR LUMBER & SUPPLY CO., INC., Wichita, Sedgwick County, Kansas, a Kansas corporation (hereinafter referred to as "Star") and Dayton-Audson Corporation, a Minnesota corporation (hereinafter referred to as "Dayton").

W I T N E S S E T H: That,

WHEREAS Star is the owner of all of Star Lumber Company Sixth Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS Dayton is the owner of Lot 2, Westport Second Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS the parties desire to create a common driveway between the above described adjoining lots owned by them and for the joint and mutual benefit of them and wish to reduce the same to writing.

NOW, THEREFORE, for and in consideration of mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Star hereby grants to Dayton a non-exclusive easement for a common driveway for the purposes of ingress and egress of pedestrian and vehicular traffic for the benefit of said real property owned by Dayton over and across that certain portion of Star Lumber Company Sixth Addition as set out and described on Exhibit A attached hereto and made a part hereof.

2. Dayton does hereby grant to Star a non-exclusive easement for a common driveway for the purposes of ingress and egress of pedestrian and vehicular traffic for the benefit of said real property owned by Star over and across that portion of the real property owned by Dayton as more particularly set out and described on Exhibit B attached hereto and made a part hereof.

3. Said grants are for the purpose of creating a common driveway for the use and benefit of the owners of both of the above described parcels of real property.

4. "Driveway" as used in this Agreement means a driveway constructed to standards as have been mutually agreed upon by the parties with the understanding that the primary

800 B Killip St. Wichita
700 North Commercial Center
67202

use of the driveway by Dayton will be for the customers, employees and suppliers of Dayton utilizing the improvements to be constructed on said real property owned by Dayton, and that said driveway shall be utilized for similar purposes by the employees, customers and suppliers of Star. The parties agree that no fence or other barrier that would prevent or obstruct the passage of pedestrian or vehicular travel for the purposes herein permitted shall be erected or permitted within or across the easement areas; provided, however, the foregoing shall not prevent barricades erected in connection with the construction, reconstruction or repair and maintenance of said common driveway.

5. The cost of initial construction shall be borne totally by Dayton. Costs of repair and maintenance shall be borne totally by Dayton until Star begins to utilize said driveway, from which time such costs shall be borne equally. Repairs and maintenance shall be understood to be the ordinary and usual repairs and maintenance reasonably required to maintain the driveway in a first class condition and each party agrees to cooperate in seeing that the same shall be accomplished. Dayton shall undertake such repair and maintenance as Dayton deems necessary or that Star shall request and upon completion thereof submit a statement to Star for Star's proportionate part of such expense and Star agrees to pay such statement immediately upon receipt thereof. Any additional repairs or maintenance deemed necessary or advisable but not included within the ordinary and reasonable maintenance and repair as contemplated hereby, shall not be undertaken except with the express written consent of each of the parties and an assumption by each in writing of their proportionate share of such financial liability for the costs of such additional repairs or maintenance. Dayton is further granted a temporary construction easement over the Star property of an area reasonably calculated to allow Dayton to construct the driveway, after which construction, said easement shall cease and determine automatically. Said temporary construction easement shall be reinstated from time to time in order to accomplish such repairs and/or maintenance.

6. The easements herein granted are superior and paramount to the rights of any of the parties hereto and their respective subservient estates so created, and the parties further agree that this shall be a covenant that shall run with the land and shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. Upon the sale or other transfer of the respective properties owned by the parties hereto, the transferor thereof shall be relieved from all further liability hereunder from such date of transfer.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the date first above written.



STAR LUMBER & SUPPLY CO., INC.

By William J. Gobel
PRESIDENT
William J. Gobel

DAYTON-HUDSON CORPORATION

ATTEST:

William P. Hise
William P. Hise
Assistant Secretary

By Kenneth A. Macke
Kenneth A. Macke
Sr. Vice President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on the 10th day of September, 1979, personally appeared WILLIAM J. GOEBEL, a duly authorized officer of STAR LUMBER & SUPPLY CO., INC., who is personally known to me and known to me to be the same person who executed the within Easement Agreement, and said person duly acknowledged to me his execution of said agreement as and for his free and voluntary act and deed, for the uses and purposes therein set forth.



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

Mary Ann Cravens
Notary Public MARY ANN CRAVENS

My Appointment Expires:

March 29, 1985

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS:

BE IT REMEMBERED, that on this 11th day of September, 1979, personally appeared Kenneth A. Macke & William P. Hise, duly authorized officers of DAYTON-HUDSON CORPORATION, who are personally known to me and known to me to be the same persons who executed the within Easement Agreement, and said persons duly acknowledged to me their execution of said agreement as and for their free and voluntary act and deed, for the uses and purposes therein set forth.

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

Barbara E. Osborn
Notary Public

My Appointment Expires:

May 16, 1985



This OCT 27 1992

When recorded, return to:

L. Kevin Vick
1800 Equitable Building
10 S. Broadway
St. Louis, Missouri 63102

TYPE OF EASEMENT:

☐ Power
☒ Water
☐ Telephone
☐ CATV
☐ Sanitary Sewer
☐ Natural Gas

EASEMENT

1. Grant of Easement. For the sum of One Dollar (\$1.00) and other valuable consideration, VENTURE STORES, INC., a Delaware corporation ("Grantor"), does hereby grant to the CITY OF WICHITA, KANSAS, a municipal corporation ("Grantee"), its successors and assigns, for the purposes hereinafter set forth, and for such purposes only, a nonexclusive easement and right-of-way under the lands of Grantor situated in the City of Wichita, County of Sedgwick, State of Kansas, more particularly described on Exhibit "A" attached hereto and made a part hereof, and more particularly shown on the site plan attached hereto and made a part hereof as Exhibit "B" (the "Easement Property").

The easement and right-of-way herein described (the "Easement") shall only be used by Grantee to operate, use, maintain, repair, replace, inspect and/or remove an underground potable water line not to exceed a diameter of eight (8) inches and two (2) above ground fire hydrants as depicted on and in accordance with the specifications set forth on Exhibit B. The Easement is granted hereunder for only the purpose of providing potable water utility services to Grantor's property described on Exhibit C attached hereto and made a part hereof ("Property"), the Easement shall not benefit any other property and Grantee shall not be entitled to provide water or any other utility services to any other property by or through this Easement.

Except for the two (2) fire hydrants or as otherwise expressly approved in writing by Grantor, no structure shall be maintained by Grantee upon the surface of the ground.

Grantee shall have the right of reasonable ingress and egress to the Easement Property subject to the uses which Grantor is then making of the applicable surface areas.

2. Reservations. Grantor retains the right to use (i) the surface and (ii) to the extent such use is not inconsistent with Grantee's use thereof, the subsurface areas of the Easement Property in such manner as Grantor shall deem proper. Grantor specifically reserves the right to grant other easements to, under and across the Easement Property and to allow other utility lines to be installed under, across and within the Easement Property, provided such do not interfere with or endanger the installations of Grantee.

3. Protection of Existing Improvements. In its use of the Easement Property and in the performance of the work which Grantee is authorized to perform within the Easement Property, Grantee shall not interfere with the use and enjoyment of the Easement Property by others having an interest therein and shall avoid any damage to, or interference with, other improvements within the Easement Property or in its vicinity.

4. Protection of Grantee's Improvements. Grantee accepts the Easement with the knowledge that Grantor has improved or intends to improve the surface area of the Easement Property for motor vehicle parking, drive aisles, landscaping, sidewalks, curbs, light standards, signs, fences and other similar uses (other than building structures) and acknowledges that such improvements may be made to the Easement Property at any time without Grantee's consent or approval.

1800k

city clerk

210 607853 2599

18-

5. Obligations of Grantee. In making use of the Easement, Grantee shall:

a. Make adequate provisions for the safety and convenience of all persons using the Easement Property or the improvements installed therein by Grantee;

b. Replace and restore any areas disturbed to substantially the condition they were prior to the performance of such work; provided, however, permanent asphalt pavement may be restored by using cold patch asphalt material;

c. Following initial installation by Grantor, Grantee shall at Grantee's sole cost regularly inspect, and, at all times, operate, maintain, repair and replace, if necessary or appropriate, its facilities and related equipment in good order and in proper operating condition; and

d. Maintain and operate all pipes, fire hydrants, meters and other facilities within the Easement Property at all times as free from leaks as is possible in the exercise of reasonable diligence; any leaks and resulting damage that may develop shall promptly be repaired at Grantee's expense;

6. Indemnification; Liens.

a. Grantee shall indemnify, protect, defend, and hold Grantor, its directors, officers, agents and affiliates and any other persons or entities holding an interest in the Property harmless from and against any claims, demands, suits, actions, losses, damages, settlements, judgments, costs and expenses, including attorneys' fees and litigation costs, in any manner arising out of, or in connection with, Grantee's use of the Easement Property. Such indemnity shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns.

b. Grantee shall not permit any claim, lien, or other encumbrance arising from its activities to accrue against or attach to the Easement Property or the interest of Grantor in adjacent lands and will pay, satisfy, discharge and release of record any such claim, lien, or other encumbrance against the Easement Property or the interest of Grantor in adjacent lands within thirty (30) days after the filing, recording or other notice or asserting of same.

7. Term. The Easement shall terminate upon relocation as provided below or upon the cessation of use thereof for more than twelve (12) months unless notice is given in writing by Grantee to Grantor of circumstances affecting such cessation and an intention of resumption of use. Upon termination of this Easement for any reason whatsoever, Grantee shall execute and deliver to Grantor, within 60 days after receipt of written request, a good and sufficient quitclaim deed and/or termination instrument to the Easement Property in question. Should Grantee fail or refuse to deliver to Grantor such a quitclaim deed or termination instrument, written notice of such failure shall be delivered to Grantee and shall be recorded by Grantor, and ten days thereafter serve as notice to Grantee and all claiming through it that this Easement and all rights arising therefrom are terminated. Upon request by Grantor after the termination of the Easement, Grantee shall, at Grantee's sole cost, remove all or such portion (as directed by Grantor) of the utility improvements, facilities and related equipment from the Grantor's land and restore the land to the condition existing prior to such removal.

8. Interference with Business Activity. No construction activities, other than emergency maintenance and repair, shall be conducted by Grantee on the Easement Property during the months of November or December of any year that Grantor's property is open for

business without the prior written consent of Grantor in advance of the commencement of any construction, repair or maintenance work upon the Easement Property and Grantee shall coordinate with Grantor the scheduling of such work so as to minimize interference with Grantor's business.

9. Relocation of Easement. Grantee agrees that it will, from time to time, upon request of Grantor, allow the relocation of the Easement to another area upon the following conditions:

a. Such relocation must be of such a nature as to permit the proper use and operation of Grantee's facilities and the rendering of satisfactory service thereto;

b. Grantee shall be given and there shall have been recorded a written easement and right-of-way in form similar to this Easement covering the new location;

c. Grantor will cause the relocation work to be performed and the cost of such work to be paid.

10. Title and Other Exceptions. This Easement is subject and subordinate to all existing licenses, leases, grants, easements, rights of way, mortgages, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the Easement Property and access thereto and lands adjacent thereto.

11. Attorneys' Fees and Costs. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs, whether or not suit is filed.

12. Notices. Any notice provided herein to be given by either party to the other may be served by hand delivery or by depositing same in the United States mail, postage prepaid, and addressed to said other party at its address set forth below. Such notice shall be deemed given on the date of receipt. Either party may change its address for purposes of notification pursuant to this paragraph by giving notice thereof to the other in the manner set forth herein.

GRANTOR: Venture Stores, Inc.
2001 East Terra Lane
O'Fallon, Missouri 63366
Attention: Senior Vice President-Real Estate

GRANTEE: City of Wichita

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 14th day of October, 1972.



ATTEST:

By: Pat Burnett
Name: Pat Burnett
Title: Deputy City Clerk

GRANTOR: VENTURE STORES, INC.

By: [Signature]
Name: David C. Lake
Title: Senior Vice President-Real Estate

GRANTEE:

CITY OF WICHITA, KANSAS

By: [Signature]
Name: Frank M. Dyle
Title: Mayor

STATE OF MISSOURI

COUNTY OF ST. CHARLES

ss.

On this 14th day of Oct., 1992, before me appeared David C. Lakee, to me personally known, who, being by me duly sworn, did say that he is the Sr. Vice President of Venture Stores, Inc., a corporation of the State of Delaware, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said David C. Lakee acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

Connie L. Owens

My term expires: Nov. 15, 1994

OFFICIAL NOTARY SEAL
CONNIE L. OWENS
Notary Public State of Missouri
ST CHARLES COUNTY
My Commission Expires NOV 15, 1994

STATE OF KANSAS

COUNTY OF SEDGWICK

ss.

On this 27th day of October, 1992, before me appeared FRANK M. OJILE, to me personally known, who, being by me duly sworn, did say that he is the MAYOR of City of Wichita, Kansas, a municipal corporation of the State of Kansas and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said MAYOR acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires:

PATRICIA L. BURNETT
Notary Public - State of Kansas
My Appt. Expires 2-10-94

STATE OF KANSAS } ss
SEDGWICK COUNTY
FILED FOR RECORD AT
8-00 a M

DEC 10 1992 1255615

PAT KETTLER
REGISTER OF DEEDS

Ed Reed
Deputy

EXHIBIT A

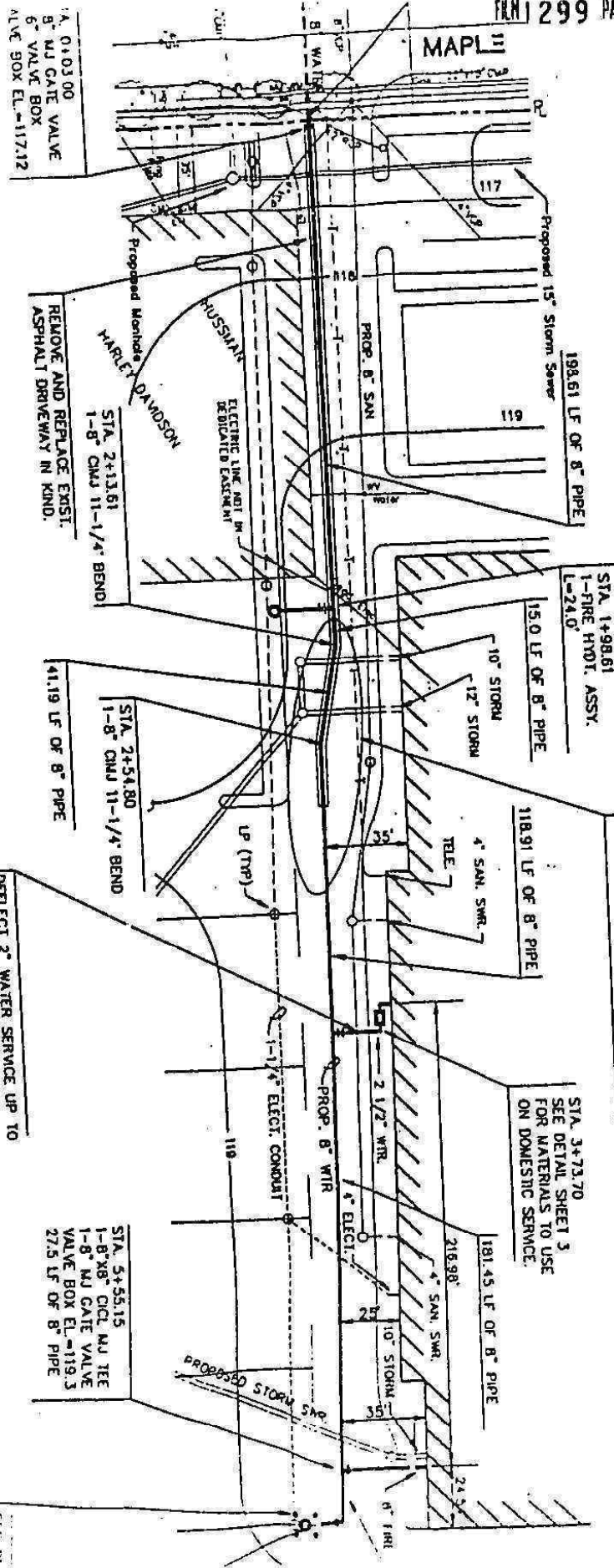
Legal Description

A 10.00 foot wide utility easement within the Northeast Quarter of Section 26, Township 27 South, Range 1 West of the 6th P.M., Wichita, Sedgwick County, Kansas, as described as follows:

A 10.00 foot wide strip of land, 5.00 feet either side of the following described line; commencing at the Northeast corner of Lot 3, Star Lumber Company 4th Addition, said point being on the South line of Maple; thence East along said South line of Maple, a distance of 156.63 feet to the point of beginning; thence Southerly on a bearing of S00°17'26"W, 213.61 feet; thence S11°32'26"W, 41.19 feet; thence S00°17'26"W, 324.24 feet; thence N89°42'34"W, 16.00 feet to the point of termination.

And Also:

A 10.00 foot wide strip of land, 5.00 feet either side of the following described line; commencing at the Northeast corner of said Lot 3; thence East along said South line of Maple, a distance of 156.63 feet; thence Southerly on a bearing of S00°17'26"W, 198.61 feet to the point of beginning; thence N89°42'34"W, 24.00 feet to the point of termination.



NOTE:
EXCAVATE TO FIND EXISTING WATER LINE IN THIS AREA.
IF FOUND, CONNECT IN THIS AREA - NO DETECTOR
CHECK VALVE WILL BE REQUIRED. IF CONNECTION RE-
MAINS AS SHOWN, DETECTOR CHECK VALVE WILL BE
REQUIRED.

STA. 3+73.70
SEE DETAIL SHEET 3
FOR MATERIALS TO USE
ON DOMESTIC SERVICE.

198.61 LF OF 8" PIPE

STA. 1+98.61
1-PRE HYD. ASSY.
L=24.0'

15.0 LF OF 8" PIPE

118.91 LF OF 8" PIPE

10" STORM

12" STORM

4" SAN. SMR.

2 1/2" WTR.

181.45 LF OF 8" PIPE

4" SAN. SMR.

10" STORM

6" INT.

MAPLE

8" WTR.

PROP. 8" SAN

ELECTRIC LINE NOT IN
DE DICTATED EXISTING

HUSSEMAN

HARLEY DAVIDSON

STA. 2+13.61
1-8" CMJ 11-1/4" BEND

REMOVE AND REPLACE EXIST.
ASPHALT DRIVEWAY IN KIND.

STA. 2+54.80
1-8" CMJ 11-1/4" BEND

41.19 LF OF 8" PIPE

DEFLECT 2" WATER SERVICE UP TO
OBTAIN ELEV. OF 115.5 OVER
PROPOSED SANITARY SEWER LINE

STA. 5+55.15
1-8" X 8" CIRC. M.J. TEE
1-8" M.J. GATE VALVE
VALVE BOX EL. -119.3
27.5 LF OF 8" PIPE

PROPOSED STORM SAN.

GATE VALVE
FOR FIRE
GUARD

PLAN - MAIN 1

SCALE: 1" = 40'

EXHIBIT B

EXHIBIT C

Grantor's Property

BEGINNING AT THE SOUTHWEST CORNER LOT 1, STAR LUMBER COMPANY 6TH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS; THENCE N1°22'37"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 360.1 FEET (MEASURED 360.29 FEET) TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N89°56'50"E ALONG THE SOUTH LINE OF LOTS 3 AND 4, STAR LUMBER COMPANY 4TH ADDITION A DISTANCE OF 206.2 FEET (MEASURED 206.19 FEET) TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE N0°17'48"E ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 280 FEET (MEASURED 279.94 FEET) TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE N90°00'00"E ALONG THE NORTH LINE OF LOTS 1 AND 2, STAR LUMBER 4TH ADDITION AND LOT 1, STAR LUMBER COMPANY 7TH ADDITION A DISTANCE OF 340 FEET (MEASURED 339.97 FEET) TO THE NORTHWEST CORNER OF LOT 1 STAR LUMBER COMPANY ADDITION; THENCE N90°00'00"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 89.13 FEET TO THE NORTHERLY EXTENSION OF THE WEST FACE OF THE WEST WALL OF AN EXISTING BUILDING #4141 WEST MAPLE; THENCE S0°06'54"E ALONG SAID WEST FACE, AND ITS EXTENSIONS, A DISTANCE OF 279.96 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S0°17'26"W PARALLEL TO THE WEST LINE OF LOT 1, STAR LUMBER COMPANY 5TH ADDITION A DISTANCE OF 360 FEET (MEASURED 360.21 FEET) TO THE SOUTH LINE OF SAID LOT 1; THENCE S89°59'14"W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 231.1 FEET TO THE SOUTHEAST CORNER OF LOT 1, STAR LUMBER COMPANY 6TH ADDITION; THENCE S89°59'14"W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 413 FEET (MEASURED 413.04 FEET) TO THE POINT OF BEGINNING.

- (4) **Minimum Rear Setback:** No minimum
 - (5) **Minimum Interior Side Setback:** No minimum, but if an Interior Side Setback is provided it shall be at least five feet in width
 - (6) **Minimum Street Side Setback:** No minimum
 - (7) **Maximum Height:** No maximum
- e. **Special CBD District regulations.** The following special regulations shall apply to property in the CBD District.
- (1) **Environmental performance standards.** Uses and activities that are in violation of the Sedgwick County Code or the Code of the City of Wichita or that are out of character with ordinary and customary standards and practices for a Permitted Use to such an extent that the Use or activity is obnoxious, offensive or a nuisance due to odor, dust, smoke, noise, vibration or other similar causes, are prohibited in the CBD District.

20. LI Limited Industrial District ("LI")

- a. **Purpose.** The purpose of the LI Limited Industrial District is to accommodate moderate intensity manufacturing, industrial, commercial and complementary land uses. The LI District is generally compatible with the "Employment/Industry Center" designation of the *Wichita-Sedgwick County Comprehensive Plan*. It is intended for application primarily within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area."
- b. **Permitted Uses.** The following uses shall be permitted by-right in the LI District.
- (1) **Residential Uses**
None allowed by-right
 - (2) **Public and Civic Uses**
Auditorium or Stadium
Cemetery
Church or Place of Worship
Community Assembly
Correctional Facility, subject to Sec. III-D.6.h
Correctional Placement Residence, Limited and General, subject to Sec. III-D.6.h
Day Care, Limited and General, subject to Sec. III-D.6.i
Golf Course
Government Service
Hospital
Library
Nursing Facility

Parks and Recreation
Recycling Collection Station, Private, subject to Sec. III-D.6.q
Recycling Collection Station, Public, subject to Sec. III-D.6.r
Recycling Processing Center, subject to Sec. III-D.6.s
Reverse Vending Machine, subject to Sec. III-D.6.u
Safety Service
University or College
Utility, Minor

(3) Commercial Uses

Animal Care, Limited or General
Automated Teller Machine
Bank or Financial Institution
Broadcast/Recording Studio
Car Wash, subject to Sec. III-D.6.f
Construction Sales and Service
Convenience Store
Entertainment Establishment in the City, subject to Sec. III-D.6.w
Event Center in the City, subject to Sec. III-D.6.w
Event Center in the County
Farmer's Market in the City, subject to Sec. III-D.6.jj
Farmer's Market in the County
Funeral Home
Hotel or Motel
Kennel, Boarding/Breeding/Training, subject to Sec. III-D.6.k
Marine Facility, Recreational
Medical Service
Microbrewery
Mobile Food Unit in the City, subject to Sec. III-D.6.oo
Monument Sales
Nightclub in the City, subject to Sec. III-D.6.w
Nightclub in the County, subject to Sec. III-D.6.ff
Nursery and Garden Center
Office, General
Parking Area, Commercial
Pawnshop
Personal Care Service
Personal Improvement Service
Post Office Substation
Printing and Copying, Limited
Printing and Publishing, General
Recreation and Entertainment, Indoor and Outdoor
Restaurant
Retail, General
Rodeo in the City, subject to Sec. III-D.6.kk
Riding Academy or Stable
Secondhand Store
Service Station
Sexually Oriented Business, subject to Sec. III-D.6.ff
Tattooing and Body Piercing Facility, subject to Sec. III-D.6.ee
Tavern or Drinking Establishment, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w

Vehicle and Equipment Sales
Vehicle Repair, Limited and General
Vocational School
Warehouse, Self-Service Storage
Wireless Communication Facility, subject to Sec. III-D.6.g

(4) Industrial, Manufacturing and Extractive Uses

Asphalt or Concrete Plant, Limited, subject to Sec. III-D.6.d
Freight Terminal
Gas and Fuel Storage and Sales
Manufacturing, Limited and General
Research Services
Storage, Outdoor, subject to Sec. III-D.6.dd
Vehicle Storage Yard
Warehousing
Welding or Machine Shop
Wholesale or Business Services

(5) Agricultural Uses

Agriculture
Agricultural Processing
Agricultural Research
Agricultural Sales and Service
Grain Storage

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

(1) Residential uses

None allowed by Conditional Use

(2) Public and civic uses

Day Reporting Centers, subject to Sec. III-D.6.ii
School, Elementary, Middle and High
Utility, Major

(3) Commercial uses

Airport or Airstrip
Heliport

(4) Industrial, manufacturing and extractive uses

Asphalt or Concrete Plant, General
Landfill
Mining or Quarrying
Oil and Gas Drilling
Rock Crushing
Solid Waste Incinerator, subject to Sec. III-D.6.v
Transfer Station
Wrecking/Salvage Yard, subject to Sec. III-D.6.e

(5) Agricultural uses

None allowed by Conditional Use

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

- (1) Minimum Lot Area:** No minimum
- (2) Minimum Lot Width:** No minimum
- (3) Minimum Front Setback:** 20 feet, provided that the minimum required Front Setback may be reduced pursuant to Sec. III-E.1.e(5)
- (4) Minimum Rear Setback:** No minimum
- (5) Minimum Interior Side Setback:** zero feet, but if an Interior Side Setback is provided it shall be at least five feet in width.
- (6) Minimum Street Side Setback:** No minimum
- (7) Maximum Height:** 80 feet, plus two feet of additional height for each foot of Setback beyond the minimum required Setbacks.

e. Special LI District regulations.

- (1) Environmental performance standards.** Uses and activities that are in violation of the Sedgwick County Code or the Code of the City of Wichita or that are out of character with ordinary and customary standards and practices for a Permitted Use to such an extent that the Use or activity is obnoxious, offensive or a nuisance due to odor, dust, smoke, noise, vibration or other similar causes, are prohibited in the LI District.

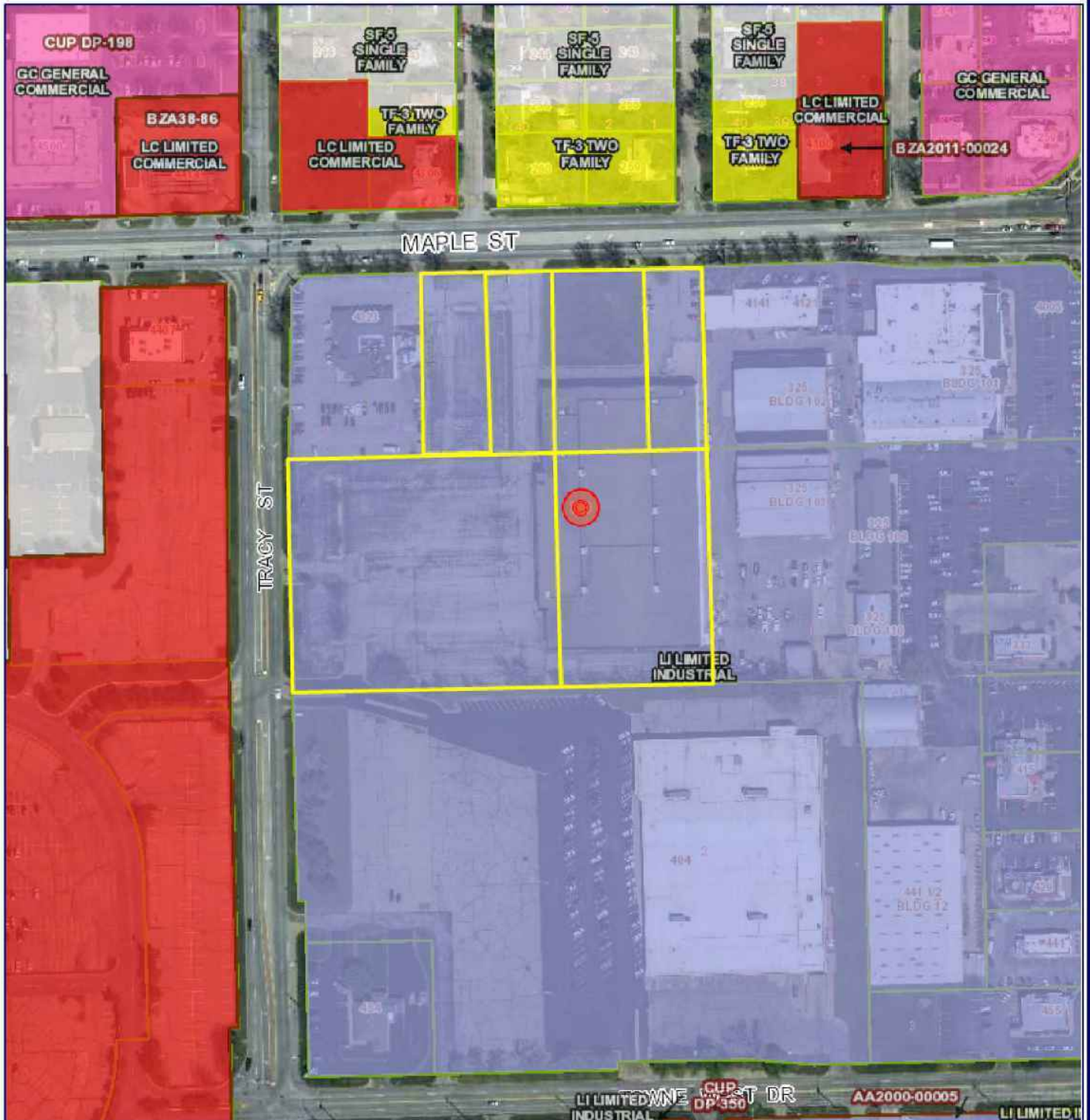
21. GI General Industrial District ("GI")

- a. Purpose.** The purpose of the GI General Industrial District is to accommodate a wide range of manufacturing, industrial, commercial and complementary land uses. The GI District is generally compatible with the "Processing Industry" designation of the Wichita-Sedgwick County *Comprehensive Plan*. It is intended for application primarily within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area."
- b. Permitted Uses.** The following Uses shall be permitted by-right in the GI District.

- (1) Residential Uses**

350 S. Tracy St. & Add Lots, Wichita, KS 67209

Zoning - LI Limited Industrial



Geographic Information Services
Sedgwick County...
working for you

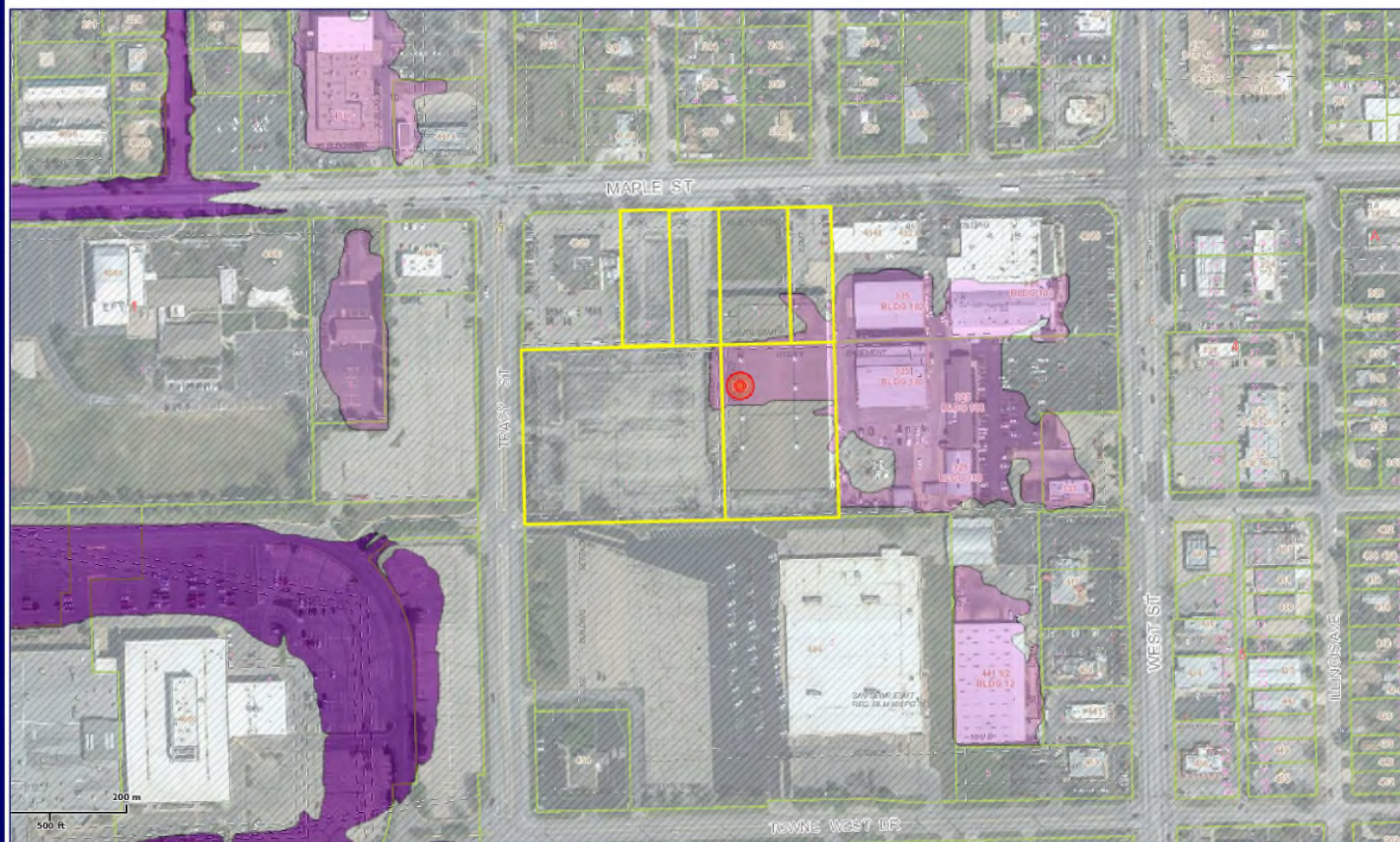
Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174
Thu Aug 15 08:03:49 GMT-0500 2019

LI LIMITED INDUSTRIAL CUP DP-350 AA2000-00005 LI LIMITED II

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350 S. Tracy St. & Add Lots, Wichita, KS 67209

Flood Zone



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Sedgwick County...
working for you

Geographic Information Services
Division of Information & Operations
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525 N. Main, Suite 212, Wichita, KS 67203
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Thu Aug 15 08:03:49 GMT-0500 2019

Legend

Flood Plain

Base Flood Approximate

--

Base Flood Elevations

—

0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood Hazard

A

A

AE

AE,

AE, FLOODWAY

AE, FLOODWAY

AH

AH

AO

AO

X-Area of Special Consideration

X AREA OF SPECIAL CONSIDERATION

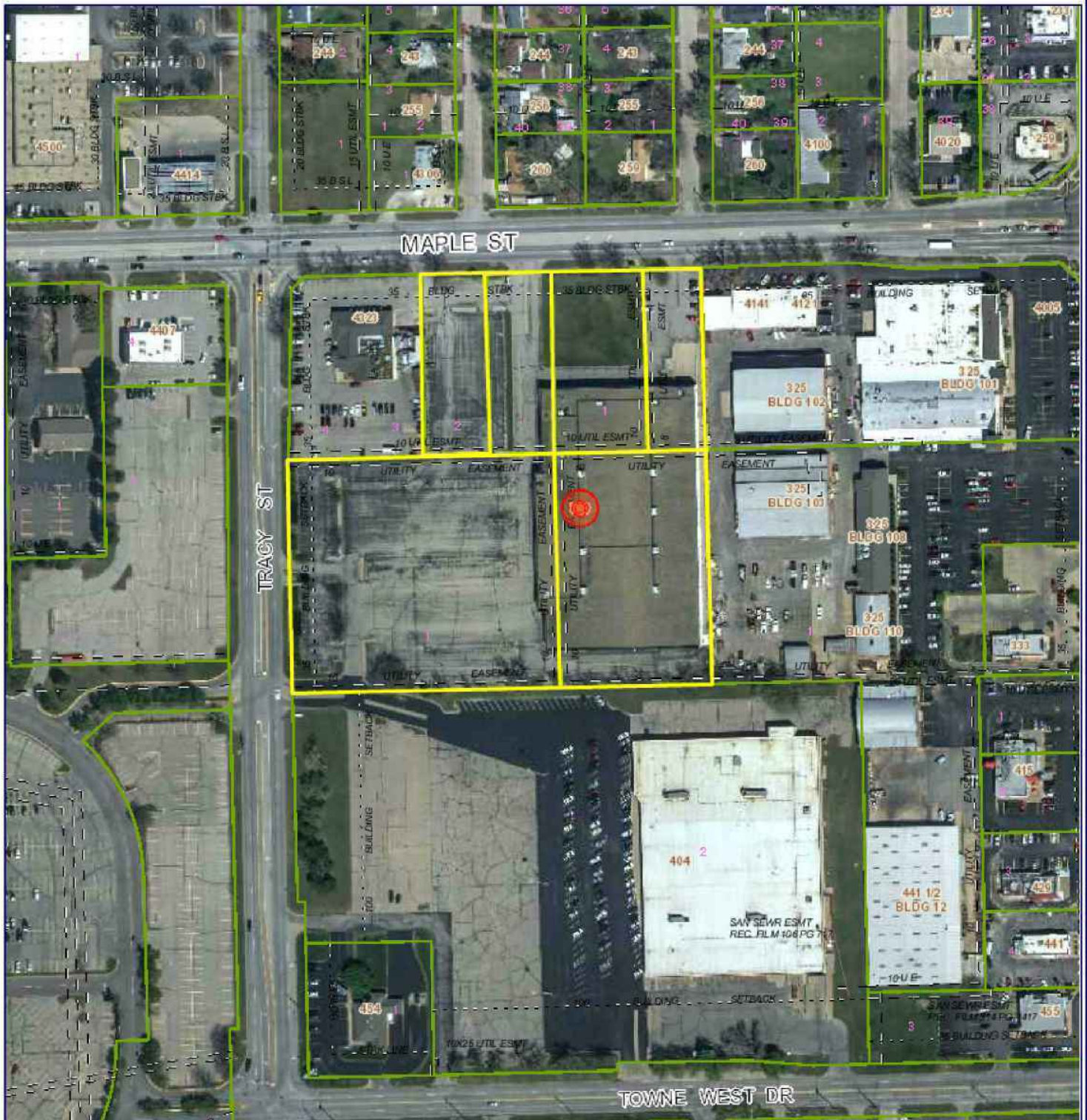
X

X,

Area Not Included

350 S. Tracy St. & Add Lots, Wichita, KS 67209

Aerial



Geographic Information Services

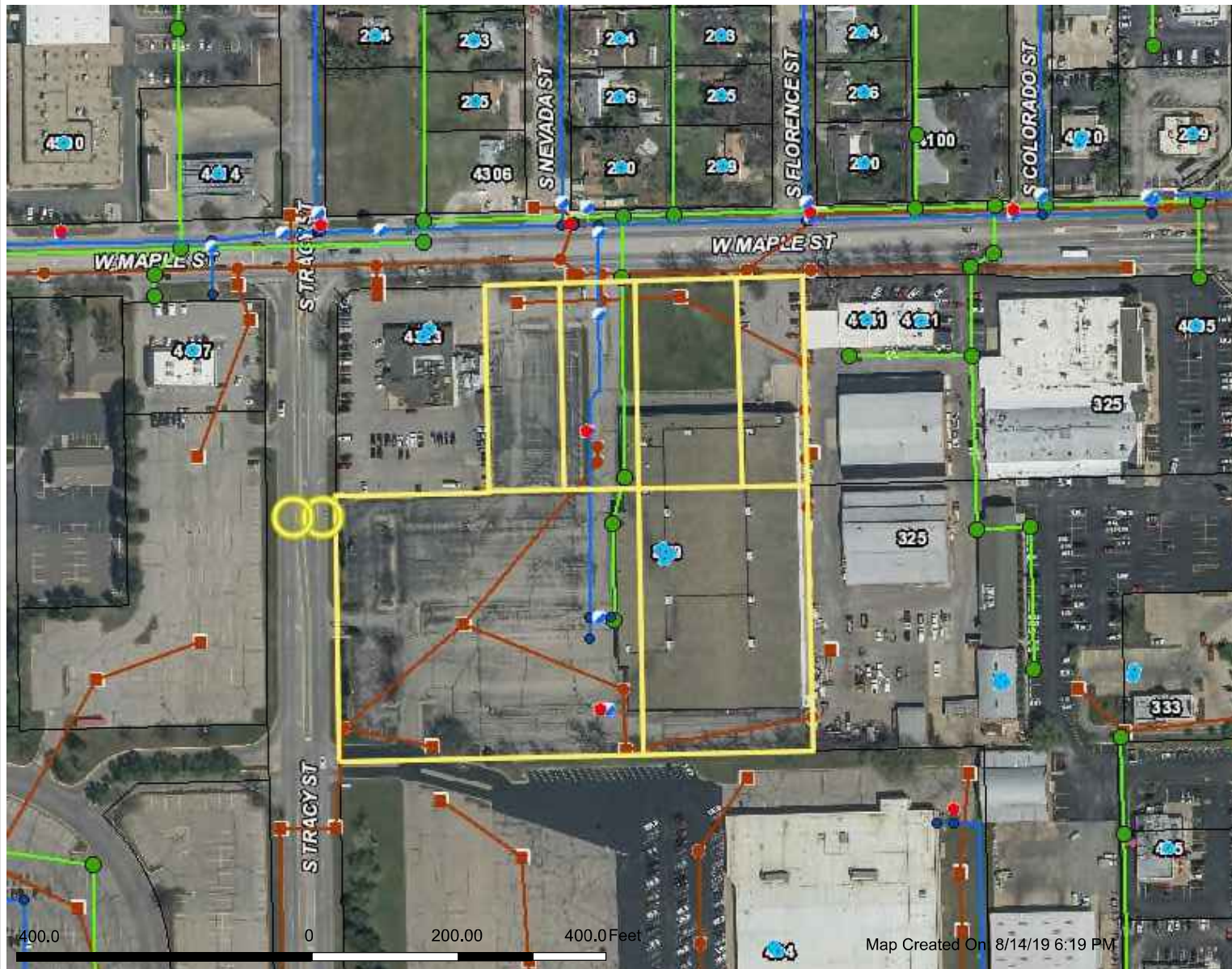
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350 S. Tracy St, Wichita, KS 67209- Utility Map



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

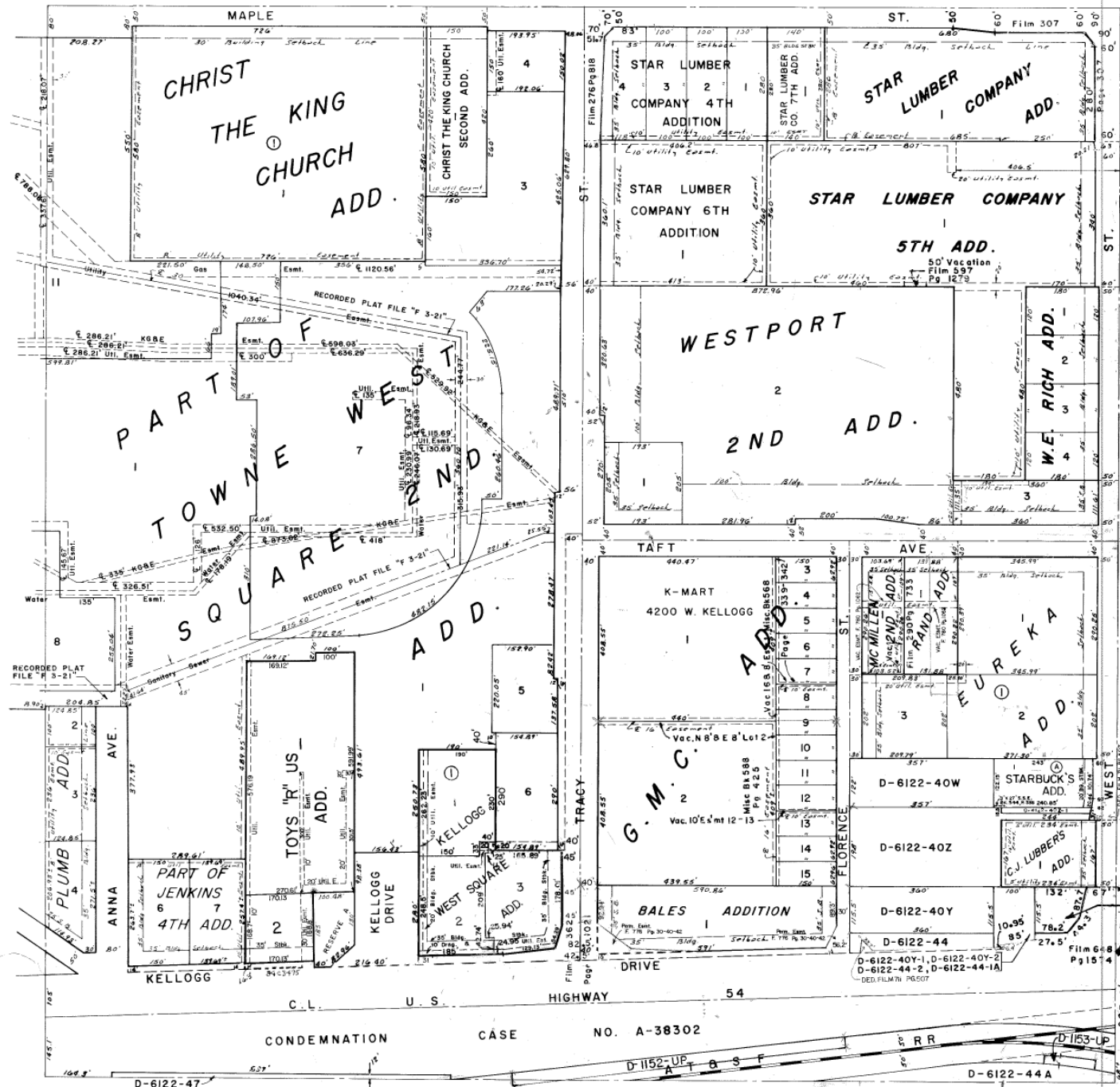
This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public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

1: 2,400



N.E. 1/4 SEC. 26 TWP. 27 R.1W.

DE
101



SEDGWICK COUNTY CLERK

TERMS AND CONDITIONS

Terms and Conditions (the "Terms and Conditions") for the auction to be conducted by McCurdy Auction, LLC ("McCurdy") of the real estate legally described as follows:

(See Exhibit "A")

and commonly referred to as 350 S. Tracy St., Wichita, Kansas 67213 (the "Real Estate") on behalf of the owner of the Real Estate (the "Seller").

1. Any party who intends to participate in the auction of the Real Estate must complete and return these Terms and Conditions prior to bidding.
2. The Real Estate will be offered via a sealed-bid auction. The deadline to submit sealed bids is January 16, 2020 at 12:00 p.m. (CST) (the "Bidding Deadline").
3. Bids must be submitted in writing using the Bid Submission Form available on McCurdy's website. Bids must be received by McCurdy prior to the Bidding Deadline. Once submitted, bids may not be retracted. Bid Submission Forms may be submitted in the following manner:

- a. Emailed to the following address:

sealedbid@mccurdyauction.com

- b. Mailed to the following address:

McCurdy Auction, LLC
Attn: Sealed Bid
12041 E. 13th St. N.
Wichita, Kansas 67206

4. After the Bidding Deadline, all bids submitted to McCurdy will be opened and evaluated. If contending bids are competitive, then Seller reserves the right to initiate competitive bidding via a conference call with the top bidder and those contending bidders whose bids have been deemed competitive. A bid will be deemed competitive if the contending bid is within 5% of the top bid offered.

5. If necessary, the competitive bidding conference call will be held by McCurdy at 2:00 p.m. (CST) on January 16, 2020. Conference call instructions will be emailed to conference call participants no later than 1:00 p.m. (CST) on January 16, 2020. In the event that Bidder is neither the top bidder nor invited to participate in the conference call, Bidder will be informed by email no later than 1:00 p.m. (CST) on January 16, 2020.

6. 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.

7. 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.

8. There will be a 10% buyer's premium added to any bids submitted. The buyer's premium, together with the bid amount, will constitute the total purchase price of the Real Estate.

9. The Real Estate is not offered contingent upon financing.

10. 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. Contracts will be written in the name used to create the online bidding account unless other arrangements are made with McCurdy prior to the auction.

11. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.

12. The submission of a bid by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.

13. 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

14. 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 Terms and Conditions, the Bid Submission Form, and the Contract for Purchase and Sale executed by the Seller will 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.

15. It is the responsibility of Bidder to make sure that Bidder's bid has been properly submitted and received by McCurdy. 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.

16. Bidder authorizes McCurdy to information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.

17. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy prior to the submission of a bid by completing the Broker Registration Form, available on McCurdy's website.

18. 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.

19. 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 Real Estate. 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 Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.

20. 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.

21. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller

22. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.

23. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.

24. 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.

25. 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.

26. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to extend the scheduled closing time of the auction.

27. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out in these Terms and Conditions by 12:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.

BIDDER INFORMATION:

Name

Point of Contact Name

Point of Contact Title

Address

City/State/Zip

Phone

Alternative Phone

Fax

Email

EXHIBIT "A"

Parcel 1:

That portion of Lot 1, Star Lumber Company Addition to Wichita, Kansas, Sedgwick County, Kansas, described as beginning at the Northwest corner of said Lot 1; thence east along the North line of said Lot 1, a distance of 89.13 feet to the Northerly extension of the west face of the west wall of an existing building #4141 West Maple; thence southerly along said west face and its extensions, 279.96 feet, more or less, to the South line of said Lot 1; thence west along the South line of said Lot 1, 91.09 feet to the Southwest corner of said Lot 1; thence north along the west line of said Lot 1 to the point of beginning.

Parcel 2:

Lots 1 and 2, Star Lumber Company 4th Addition, Wichita, Kansas, Sedgwick County, Kansas.

Parcel 3:

The west 231.1 feet of the north 360 feet of Lot 1, Star Lumber Company 5th Addition, Wichita, Kansas, Sedgwick County, Kansas.

Parcel 4:

Lot 1, Star Lumber Company 6th Addition, Wichita, Kansas, Sedgwick County, Kansas.

Parcel 5:

Lot 1, Star Lumber Company 7th Addition, Wichita, Kansas, Sedgwick County, Kansas.

Parcel 6:

A non-exclusive easement for the benefit of Parcels 1, 2, 3, 4 and 5 as created by instruments dated September 10, 1979, recorded October 5, 1979 on Film 389, Page 983, and dated December 20, 1991, recorded December 20, 1991 on Film 1214, Page 442, for ingress and egress of pedestrian and vehicular traffic over a portion of Lot 2, Westport Second Addition, Wichita, Kansas, Sedgwick County, Kansas, as shown on Exhibits A and B of said instrument.

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*)

