

PROPERTY INFORMATION PACKET

THE DETAILS



10330 E. Harry St. | Wichita, KS 67207

AUCTION: Bidding Ends: Wednesday, July 1st 2020 @
2:00 PM

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



McCurdy
AUCTION LLC
REAL ESTATE SPECIALISTS



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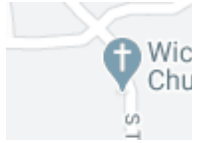
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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 # 581887
Status Active
Contingency Reason
Property Type Other
Address 10330 E HARRY ST
Address 2
City Wichita
State KS
Zip 67207
County Sedgwick
Area 506
Asking Price \$0
Class Commercial/Ind/Bus
For Sale/Auction/For Rent Auction
Associated Document Count 3
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: 316-867-3600	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	5,001 - 10,000		
Number of Acres	2.44		
Zoning	General Office		
Parcel ID	20173-118-28-0-34-01-037.00		
# of Stories	one		
Apx Gross Building SqFt	9,600.00		
Apx Net Rentable SqFt			
Apx Min Available SqFt	9,600.00		
Apx Max Contiguous SqFt	9,600.00		
Apx Vacant SqFt	9,600.00		
Land SqFt	106,138.00		
Present Use of Bldg	Church		
Bldg on Leased Land			
Invest Package Available	No		
Year Built	2005		
Subdivision			
Legal	LOT 29 BLOCK 3 PARK MEADOW ESTATES ADD.		

DIRECTIONS

Directions (SE) E. Harry St. & S. Webb Rd. - East to Church.

FEATURES

LOADING DOCK None	ROOF Metal	OWNER PAID EXPENSES External Building Repairs	DOCUMENTS ON FILE Aerial Photos
RAIL None	UTILITIES AVAILABLE Gas	Electricity	Ground Water Addendum
OVERHEAD DOORS None	Electric	Gas	Photographs
PARKING Parking Lot	FLOORS Carpet	Internal Building Repairs	Plat
Parking Over 25	Tile	Janitorial	Sellers Prop. Disclosure
ROAD FRONTAGE City Arterial	HEATING Forced Air	Mechanical Repairs	OWNERSHIP Corporate
LOCATION Corner Lot	COOLING Central Air	Personal Property Tax	SHOWING INSTRUCTIONS Call Showing #
Freestanding	TENANT PAID EXPENSES None	Property Insurance	LOCKBOX Combination
CONSTRUCTION Metal Fabricate		Real Estate Taxes	TYPE OF LISTING Excl Right w/o Reserve
Stucco		Sewer	AGENT TYPE Sellers Agent
		Site Maintenance	FLOOD INSURANCE
		Trash	
		Water	
		ELECTRICAL 220 Volt	
		MISCELLANEOUS FEATURES	

FEATURES

SIDEWALL HEIGHT

Less than 10 Ft
17 Ft to 20 Ft

Security Lights
Security Systems
PROPOSED FINANCING
Other/See Remarks
TERMS OF LEASE
No Leases

Unknown
POSSESSION
At Closing

FINANCIAL

Assumable Y/N	No
With Financing	
Value Land	
Value Improved	0
General Property Taxes	\$0.00
General Tax Year	2019
Special Taxes	6.71
Special Tax Year	2019
Special Balance	6.71
Gross Income	
Earnest \$ Deposited With	Security 1st Title

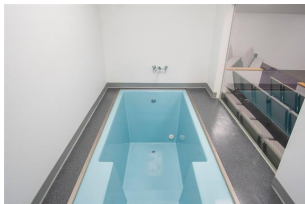
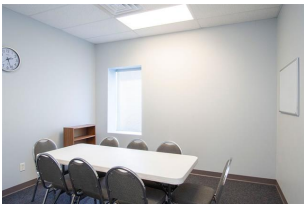
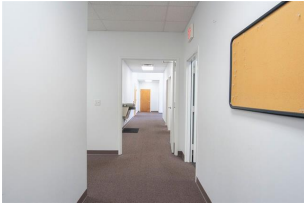
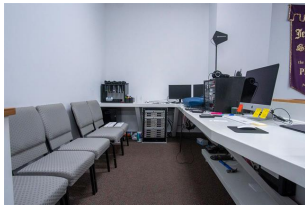
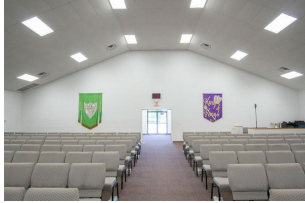
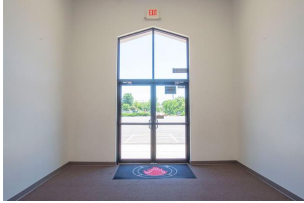
MARKETING REMARKS

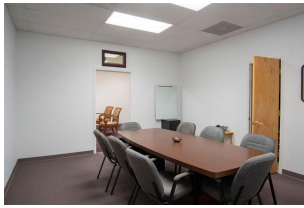
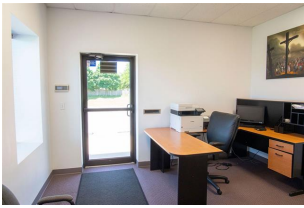
Marketing Remarks This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-867-3600 Email: bmccurdy@mccurdyauction.com. Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. | BIDDING OPENS: Monday, June 22nd, 2020 at 2:00 PM (cst) | BIDDING CLOSES: Wednesday, July 1st, 2020 at 2:00 PM (cst). Bidding will remain open on this property until 1 minute has passed without receiving a bid. Property available for preview June 19th, 12-3PM. ONLINE BIDDING IS AVAILABLE THROUGH SELLER AGENT'S WEBSITE. CLEAR TITLE AT CLOSING, NO BACK TAXES NO MINIMUM, NO RESERVE!!! SELLING REGARDLESS OF PRICE - 9,600 +/- Sq.Ft. furnished church facility on 2.44 +/- acres! Located on a corner lot off Harry Street between Webb Road and Greenwich Road. Freestanding building fully furnished for a church in prime southeast Wichita location Parking lot just redone in 2019 (approximately \$70,000) Metal roof 7 HV /AC units, all replaced within the last two years Approximately \$300,000 in personal property remains including extensive audio. Irrigation well Electric marquee sign Security lights Vaulted ceilings Reception Area Sanctuary Built-in baptism heated tub Media area in sanctuary Rows of seating 3 offices Conference room Nursery 5 Classrooms Kitchen with refrigerator, microwave and seating 5 restrooms 2 Storage rooms Fire extinguisher Security system Wonderful opportunity to purchase a large well maintained commercial building for a turn-key church or possible multi-purpose building! DISCLOSURES Tax amount is "to be determined" due to the property's current status as tax exempt. A complete list of personal property (approximately \$300,000 worth of inventory) can be found in the Property Information Packet. 6/22/2020 – Update: Seller has contracted with Midwest Roofing Services, Inc. for a roof repair (approx. \$1,500) which will be completed prior to closing. Seller has also updated the inventory list of personal property remaining at the property which has been updated in the Property Information Packet which you can download from this page. There were about a half dozen items removed. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead -based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$50,000.

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview	Yes
Method of Auction	Online Only	1 - Open/Preview Date	6/19/2020
Auction Location	www.mccurdyauction.com	1 - Open Start Time	12:00 PM
Auction Offering	Real Estate Only	1 - Open End Time	3:00 PM
Auction Date	6/22/2020		
Auction Start Time	2:00 PM		
Auction End Time	2:00 PM		
Broker Registration Req	Yes		
Broker Reg Deadline	06/30/2020 by 5:00 PM		
Buyer Premium Y/N	Yes		
Premium Amount	0.10		
Earnest Money Y/N	Yes		
Earnest Amount %/\$	50,000.00		

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 2020 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:	Revelation Ministries Christian Church, Inc. by Dr. Cornelius Sanders II, President		
DATE:	05/22/2020		
PROPERTY ADDRESS:	10330 E. Harry St. - Wichita	KS	67207

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- 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").
- 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.
- 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:

- SELLER has an obligation under this Statement to:
 - Review this Statement and any attachments carefully;
 - Verify all the important information concerning the Property;
 - Attach all available supporting documentation on the Property;
 - Use explanations lines as requested and when necessary; and
 - Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- 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:

- 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.

CS JJ
SELLER'S INITIALS

SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- 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.
- 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: We had this property built 15 years ago
2. Appropriate date that SELLER acquired the Property: 2005
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?
it is a church
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

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations under the leases:

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

W. Additional Comments:

Part 4. STRUCTURAL CONDITIONS:

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

10. Additional Comments:

Part 5. LAND CONDITIONS:

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

9. Additional Comments:

Part 6. WATER AND SEWAGE SYSTEMS:

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

4. Additional Comments:

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:

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

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

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

Authentification
Dr. Cornelius Sanders II, President
 SELLER'S SIGNATURE Dr. Cornelius Sanders II, President DATE

BUYER'S SIGNATURE _____ DATE _____

SELLER'S SIGNATURE _____ DATE _____

BUYER'S SIGNATURE _____ DATE _____



WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 10330 E. Harry St. - Wichita, KS 67207

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

DOES THE PROPERTY HAVE A WELL? YES ☒ NO ☐

If yes, what type? Irrigation ☒ Drinking ☐ Other ☐

Location of Well: north west side of building

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES ☐ NO ☒

If yes, what type? Septic ☐ Lagoon ☐

Location of Lagoon/Septic Access: _____

Authentisign
Dr. Cornelius Sanders II, President

05/22/2020

Owner 5/22/2020 2:02:46 PM CDT

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:
10330 E. Harry St. - Wichita, KS 67207

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)**:

es JJ ☒ 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)**:

es JJ ☒ 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.

Authentisign
Dr. Cornelius Sanders JJ, President 05/22/2020

Seller 5/22/2020 2:03:43 PM CDT _____ 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:

10330 E. Harry St.
Wichita, KS 67207

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.

Dr. Cornelius Sanders II, President

Buyer

Seller

5/22/2020 2:03:46 PM CDT

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: 10330 E. Harry St. - Wichita, KS 67207 (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:	Evergy	3600.00
Water & Sewer:	Public Works and utilities	1400.00
Gas Propane:	Kansas gas service	2400.00

If propane, is tank owned or leased? Owned Leased

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

Appliances that Transfer:

Refrigerator?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Washer?	Yes	<input checked="" type="radio"/> No
Dishwasher?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Dryer?	Yes	<input checked="" type="radio"/> No
Stove/Oven?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	Other?	_____	
Microwave?	<input checked="" type="radio"/> Yes	<input type="radio"/> No		_____	

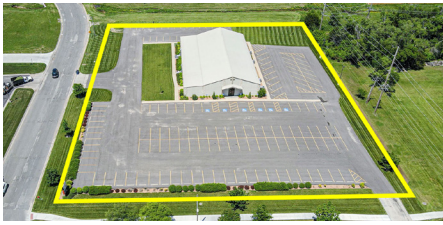
Homeowners Association: Yes No ☒

Dues Amount: _____ Yearly Monthly Quarterly

Initiation Fee: _____

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

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.



ONLINE ONLY AUCTION

BIDDING ENDS WEDNESDAY, July 1st | 2:00 PM

PREVIEW Friday, June 19th | 12:00 PM - 3:00 PM

10330 E. HARRY ST., WICHITA, KS

RECEPTION

- Computer Desk (1)
- Chairs (4)
- Printer (2)
- Desk Chair (1)
- Pictures (2)
- Phone (1)
- Clock (1)
- Plastic file holder (black, 2)

OFFICE #1

- Desk (1)
- Computer Desk (1)
- Computer (1)
- Monitor (1)
- Printer (1)
- Pictures on wall (3)
- Chair (2)
- Keyboard (1)
- Small table (1)
- Clock (1)

OFFICE #2

- Computer Desk (1)
- Chair (1)
- Power Strip (1)
- Bookcase built in (1)
- Clock (1)

SANCTUARY

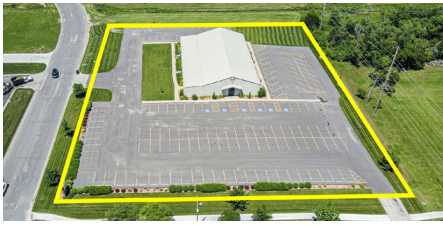
- Wood Pulpit (1)
- Cordless Mic on Pulpit (1)
- Chairs Choir (28)
- Chairs Pulpit (16)
- Floor speaker/monitor (4)
- Glass Table (1)
- Flower arrangement (1)
- Microphones on Stand (3)
- Chairs Sanctuary (276)
- Banners (12)
- Digital Clock (1)
- Screen (1)
- Projectors (2)
- Hanging speaker/monitors (3)

MUSICIAN AREA

- Chairs Musician (5)
- Keyboard on stand (1)
- Chair for keyboard (1)
- Foot pedal (1)
- Music Stand (1)
- Black bookcase (1)
- Guitars (Mounted, 3)
- Headset (5)
- Live mix on stands (5)
- Headset Auto Technica (1)
- Headset in drum area (1)
- Black table- medium (1)
- Chairs- like in Sanctuary (5)
- Bongo Set (2)
- Floor Sounding Board (2) Small Shakers/red- green (2)
- Black w/wood handle shaker (1)
- Black Handle (1)
- Small Triangle (1)
- Black Metal Shaker (1)
- Headphone Extension in plastic bag (6)
- All Pro Sound DB101 (2)
- Mic wire 25 ft new (1)
- Poly Web elixr guitar strings (2) boxes 5 piece
- Block Power Strip (1)
- Pro Mask Nylon Brushes (1)
- Headset (1)
- Cat Cables (6)
- Cable Connectors (5)
- Bag of Cords (11)
- Mic Adapter cord (1)
- Mic stand -no mic (1)
- Helix Floor Control (2)
- Custom Gauge

MEDIA

- Mics hand held (17)
- Chairs Media (5)
- Computer monitors (3)
- Hidden mics (3)
- Yamaha sound board (1)
- Controller (5)



ONLINE ONLY AUCTION

BIDDING ENDS WEDNESDAY, July 1st | 2:00 PM

PREVIEW Friday, June 19th | 12:00 PM - 3:00 PM

10330 E. HARRY ST., WICHITA, KS

- Keyboard (3)
- Black file cabinet (1)
- Label Maker (1)
- Soundproof big black box (1)
- Mini Live Mix (2)
- Headphone (1)
- Drumset on stand 5 piece (1)

- Chair (1)
- Cymbals (4)
- Foot pedals attached (2)
- Hanging mic drum area (1)
- Mics attached to drums (4)
- Mics on mic stands (2)
- Tables stackers (2)

- Drumsticks New (21 pairs)
- Drumsticks used
- Trash can (1)
- Black fan (1)
- White fan (1)

CLASSROOM #3

- Table (1)
- Chairs (8)
- Coat Rack w/hangars (1)
- Clock (1)

CLASSROOM #4

- Table (1)
- Chairs (8)
- Coat Rack w/hangars (1)
- Clock (1)

CLASSROOM #5

- Table (1)
- Chairs (8)
- Coat Rack w/hangars (1)
- Clock (1)

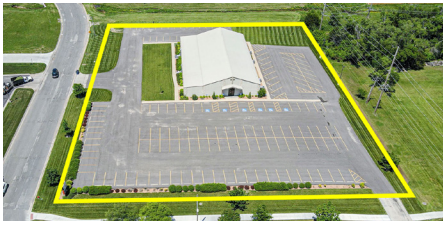
SUPPLY ROOM

- Chairs older gray (5)
- Computer Keyboard (1)
- Instrument Stand (1)
- Cymbals' on stand (1)
- Drum set (1)
- Hand Percussions (1)
- Cymbal Large (1)
- Guitar w/case (1)
- Guitar case (1)
- Phone (1)
- Ladders (2)
- AGIS Acoustic (1)
- Box of misc. cords (1)
- DB101 All Pro Sound (2)
- Mic Stand (1)
- Aviom MT (new in box) (1)
- Shovel Large (1)
- Stands Black (3)
- Mic Holder small black (3)
- Hand Held Mic (1)
- Tambourine (2)
- LP Shaker Tambourine (1)

CLASSROOM #1 - STORAGE

- Brown Case (1)
- Lapel Wireless Mic (5)
- Handheld Mic (13)
- CD=RW 900 SL (2)
- Receivers (14)
- Receivers (6)
- GL 2800 Control (1)
- Double Receiver (8)
- Aviom Mixer (8)
- Input Module (1)
- DBX Compressor Gate (1)
- Bongo Drums Set (1)
- Mic Stand (1)
- Misc. cords in bag (1)
- Aviom Distributor Power (1)
- Chairs like-new Sanctuary (24)
- Chairs Old (19)
- Clock (1)

CONFERENCE ROOM



ONLINE ONLY AUCTION

BIDDING ENDS WEDNESDAY, July 1st | 2:00 PM

PREVIEW Friday, June 19th | 12:00 PM - 3:00 PM

10330 E. HARRY ST., WICHITA, KS

- Table Large (1)
- Chairs (10)
- File Cabinet (1)
- Gray Stand (1)

- Coat Stand (1)
- Table small (1)
- Pictures
- Rack of Equipment in closet

- APC (3)
- QSC PLX2402 (5)
- Other Components (3)

EQUIPMENT ROOM

- Router (1)
- Other Equipment (4)

STORAGE ROOM/FOYER

- Plexi Glass Pulpit (1)
- Vacuum Cleaners (2)
- Vacuum Cleaner Push (1)
- Carpet Shampoo (1)
- Chairs like Sanctuary

MEDIA ROOM

- Desk 4 drawer (1)
- HP Computer (1)
- HP Keyboard (1)
- Wireless Mouse (1)
- Brother Printer (1)
- Black Desk w equipment (1)
- One Touch DVD - single (2)
- One Touch DVD - double (1)
- Misc. cords
- Adapter (1)
- Mic clips (2)
- Samsung Computer (1)
- Logitech Keyboard Wireless (1)
- Logitech Mouse Wireless (1)
- Dell XPS (1)
- Lenovo Computer (1)
- Lenovo Keyboard Wireless (1)
- Lenovo Mouse Wireless (1)
- Sony Audio Cassette Duplicator (2)
- One Touch (1)
- Brother Printer (1)
- Speckled Upright Tray (1)
- Phone (1)
- Pictures (2)
- Automatic Wall Clock (1)
- Brother Printer Ink
- LC203BK (5)
- 3 PK Color Ink (1)
- Single Blk Ink (1)
- Primera Blk Ink 53604 (1)
- Primera Cyan 53601 (1)
- Primera Yellow 53603 (1)
- Primera Magenta 53602 (1)
- Blank CD's in covered case
- Empty CD Case
- on shelf 12 x 25 (300)
- on shelf 1 x 99 (99)

HALLWAY

- Baptistry (1)
- Hanging Mic (1)
- Clothes Rack (1)

KITCHEN

- Table (1)
- Chairs (6)
- Microwave (1)
- Baskets (1)
- Trash Can (1)
- Fridge (1)

DISCLOSURES

Approximately \$300,000 in personal property per Seller remains including the extensive audio equipment. This is a complete list of personal property remaining provided by the Seller.



1024 S. OLIVER
WICHITA, KS 67218
(316) 990-5855 PHONE
(316) 201-1643 FAX
PAVETHEWAY@USA.COM
OFFICIAL INVOICE

THE FOLLOWING IS A BILL FOR SERVICES RENDERED AT THE ADDRESS LISTED BELOW UNLESS OTHERWISE NOTED. ALL WORK HAS BEEN COMPLETED AND PAYMENT IS DUE UPON RECEIPT OF THIS INVOICE. A LATE FEE WILL BE ASSESSED AFTER 10 DAYS IF NOT PAID IN FULL.

DATE: APRIL 10, 2019
NAME: REVELATION MINISTRIES CHRISTIAN CHURCH
ADDRESS: 10330 E. HARRY WICHITA, KS 67207
PHONE: (316) 685-3236
CONTACT: ROBERT ELLIOTT – (940) 235-0589
EMAIL: RELLIOTT107@GMAIL.COM

ASPHALT OVERLAYMENT IN EAST LOT @ 2.5": COLD PLANE EDGE MILL ALONG CURBING AND TRANSITIONS TO ALLOW FOR SMOOTH TAPERING OVER OVERLAYMENT. REMOVE BUMPER STOPS AND SET ASIDE FOR LATER INSTALLATION. PRE PATCH 370 SQ FT OF FAILED PAVEMENT AND 119 LFT OF WIDE CRACKS AT 3" USING COMMERCIAL GRADE HOT BASE QUALITY ASPHALT THEN VIBRATORY COMPACT TO PROPER DENSITY REINFORCING FAILED AREAS. APPLY HOT TACK OIL AT RECOMMENDED RATE TO ENSURE PROPER ADHESION. MACHINE PAVE 9859 SQ FT @ 2.5" USING COMMERCIAL GRADE HOT BM2 SURFACE QUALITY ASPHALT EXCEEDING CITY AND STATE SPECIFICATIONS. VIBRATORY COMPACT TO PROPER DENSITY AND SMOOTH FINISH THEN LAYOUT AND PAINT ADA COMPLIANT PARKING STALLS AND PAVEMENT MARKINGS USING SHERWIN WILLIAMS COMMERCIAL GRADE TRAFFIC PAINT APPLIED WITH GRACO LINE LAZER 3900 TO ENSURE LINE UNIFORMITY AND PROPER MILL THICKNESS. REINSTALL BUMPER STOPS AND REPLACE ANY BROKEN AT \$65 EACH ADDITIONAL.

ASPHALT OVERLAYMENT IN NORTH LOT @ 2.5": COLD PLANE EDGE MILL ALONG CURBING AND TRANSITIONS TO ALLOW FOR SMOOTH TAPERING OVER OVERLAYMENT. REMOVE BUMPER STOPS AND SET ASIDE FOR LATER INSTALLATION. PRE PATCH 468 SQ FT OF FAILED PAVEMENT AND 30 LFT OF WIDE CRACKS AT 3" USING COMMERCIAL GRADE HOT BASE QUALITY ASPHALT THEN VIBRATORY COMPACT TO PROPER DENSITY REINFORCING FAILED AREAS. APPLY HOT TACK OIL AT RECOMMENDED RATE TO ENSURE PROPER ADHESION. MACHINE PAVE 14,083 SQ FT @ 2.5" USING COMMERCIAL GRADE HOT BM2 SURFACE QUALITY ASPHALT EXCEEDING CITY AND STATE SPECIFICATIONS. VIBRATORY COMPACT TO PROPER DENSITY AND SMOOTH FINISH THEN LAYOUT AND PAINT ADA COMPLIANT PARKING STALLS AND PAVEMENT MARKINGS USING SHERWIN WILLIAMS

COMMERCIAL GRADE TRAFFIC PAINT APPLIED WITH GRACO LINE LAZER 3900 TO ENSURE LINE UNIFORMITY AND PROPER MILL THICKNESS. REINSTALL BUMPER STOPS AND REPLACE ANY BROKEN AT \$65 EACH ADDITIONAL.

ASPHALT OVERLAYMENT IN MAIN SOUTH LOT @ 2.5": COLD PLANE EDGE MILL ALONG CURBING AND TRANSITIONS TO ALLOW FOR SMOOTH TAPERING OVER OVERLAYMENT. REMOVE BUMPER STOPS AND SET ASIDE FOR LATER INSTALLATION. APPLY HOT TACK OIL AT RECOMMENDED RATE TO ENSURE PROPER ADHESION. MACHINE PAVE 31,717 SQ FT @ 2.5" USING COMMERCIAL GRADE HOT BM2 SURFACE QUALITY ASPHALT EXCEEDING CITY AND STATE SPECIFICATIONS. VIBRATORY COMPACT TO PROPER DENSITY AND SMOOTH FINISH THEN LAYOUT AND PAINT ADA COMPLIANT PARKING STALLS AND PAVEMENT MARKINGS USING SHERWIN WILLIAMS COMMERCIAL GRADE TRAFFIC PAINT APPLIED WITH GRACO LINE LAZER 3900 TO ENSURE LINE UNIFORMITY AND PROPER MILL THICKNESS. REINSTALL BUMPER STOPS AND REPLACE ANY BROKEN AT \$65 EACH ADDITIONAL.

COMBINED DISCOUNT PRICING FOR ALL 3 LOTS 55,659 SQ FT TOTAL	\$69,573.00
SALES TAX (EXEMPT – RELIGIOUS ORGANIZATION)	\$0.00
BALANCE DUE	\$69,573.00

THANK YOU FOR CHOOSING PAVE THE WAY FOR ALL YOUR PARKING LOT MAINTENANCE NEEDS. CALL US IF YOU NEED ANY ADDITIONAL SERVICES SUCH AS POT HOLE REPAIR, HOT TAR CRACK SEALING, SEALCOATING OR BUMPER BLOCK REPLACEMENT. WE APPRECIATE YOUR CONTINUED PATRONAGE.



- ☒ Commercial
☐ Residential
☒ New Service
☐ Warranty

Org. Installation Date: _____
Warranty Exp. Date: _____
Product: _____
Color: _____

SERVICE DEPT. PROPOSAL

ORDER DATE: 6/1/2020
CUSTOMER NAME: Revelation Ministry Christian Church
ADDRESS: 10330 E Harry St.
CITY, ZIP: Wichita, KS.
PHONE: _____

CONTACT: _____
JOB NAME: Metal Roof Repair - Elastomeric
JOB ADDRESS: Same
SALES REP: KZ
JOB NUMBER: _____

PROPOSAL:

We hereby submit the following specifications:

- 1) Clean and seal the contour gable flashing to the metal panels on the 20' low slope section at the southwest corner of the building. The gable trim will be sealed to the metal panels with a 3-course of elastomeric metal panel seam sealer and reinforcing fabric mesh. Repair location number 1 on the aerial map.
- 2) Clean and seal approximately 20 lineal feet of the metal roof panel fasteners along the bottom 12" of the roof on the west side. See the included aerial photo for exact location. The fasteners will be sealed with elastomeric flashing grade seam sealer, or butter grade elastomeric sealer. The fasteners will be encapsulated with the sealant. Repair location number 2 on the aerial map.
- 3) Clean and seal all of the metal panel fasteners in an area approximately 10' by 10' at location number 3 on the included aerial map. The fasteners will be encapsulated with flashing grade elastomeric seam sealer.
- 4) Clean and seal all of the metal panel fasteners in an area approximately 10' by 10' at location number 4 on the included aerial map. The fasteners will be encapsulated with flashing grade elastomeric seam sealer.
- 5) Clean and seal the top of the HVAC ductwork where it enters the north wall on the north side of the building. The joint at the wall panel will be sealed with a 3-course of flashing grade elastomeric seam sealer and reinforcing fabric mesh. Repair location number 5 on the aerial map.
- 6)) Clean and seal all of the metal panel fasteners in an area approximately 10' by 10' at location number 6 on the included aerial photo. The fasteners will be encapsulated with flashing grade elastomeric seam sealer.
- 7) Clean and seal the base of the 2" sewer vent pipe located on the west slope near the north end of the building. This will be location number 7 on the aerial map.
- 8) Clean and seal the base of the 2" sewer vent pipe located on the west low slope roof section near the north end of the building. This will be location number 8 on the aerial map.
- 9) Clean the roof and ground of all repair debris and dispose of debris offsite.
- 10) Note: Sales tax will not be added to the invoice if the Church provides us with the appropriate PEC (project exemption certificate).

Warranty Term:

1yr Workmanship

Material & Labor:	\$ 1,374.23
Tax Rate: 7.50%	Sales Tax: \$ 103.07
Proposal Total: \$ 1,477.30	

ACCEPTANCE OF PROPOSAL:

PAYMENT - PAYMENT TO BE MADE UPON COMPLETION. ACCEPTANCE OF PROPOSAL - THE ABOVE PRICES AND SPECIFICATIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

COMPANY REP: Kendall Zielke

Date: 6/8/2020

OWNER/MGR: _____

DATE: _____

PHONE: 316-262-4758

FAX: 316-262-7094

E-Mail: office@midwestroofingservices.com



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: **2373500**

Report Effective Date: **May 15, 2020, at 7:30 a.m.**

Property Address: **10330 E. Harry St., Wichita, KS 67207**

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** interest in the Land described in this Report is owned, at the Report Effective Date, by

Revelation Ministries Christian Church, Inc., a Kansas Corporation

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

Lot 29, Block 3, Park Meadow Estates, Sedgwick County, Kansas.

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: **316-293-1665**, 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. **Proper resolution must be furnished this company of the governing body of Revelation Ministries Christian Church, Inc. authorizing the sale of said property and directing who is authorized to execute the closing documents and deeds, if applicable, to consummate said transaction on behalf of said Revelation Ministries Christian Church, Inc.**
6. **File a Warranty Deed from Revelation Ministries Christian Church, Inc., a Kansas not for profit corporation, to a buyer to be determined.**
7. **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.

(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.



Security 1st Title

Any questions regarding this report should be directed to: **Josh Troyer**
Phone: **316-293-1665**, Email: **jtroyer@security1st.com**

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
 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 \$6.71, PAID.**
Property I.D. # C-41182
PIN #00187215
 9. **The following matters shown or disclosed by the filed or recorded map referred to in the legal description: building setback lines, utility easements, drainage dedications and access controls.**
 10. **An easement for sanitary sewer, recorded November 17, 1977 as Film 277, Page 666.**



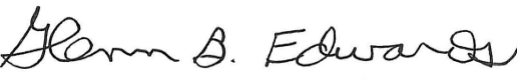
Security 1st Title

Any questions regarding this report should be directed to: **Josh Troyer**
Phone: **316-293-1665**, Email: **jtroyer@security1st.com**

11. **An easement for sanitary sewer, recorded November 28, 1977 as Film 278, Page 1419.**
12. **An easement for sanitary sewer, recorded September 7, 1982 as Film 543, Page 969.**
13. **An easement for sanitary sewer system (temporary construction easement), recorded January 23, 1986 as Film 775, Page 1325.**
14. **Covenants and restrictions contained in/on Film 246, Page 677; Film 294, Page 406; and Film 305, Page 874.**
15. **Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Certificates and Resolutions filed on Film 182, Page 126; Film 182, Page 132; Film 182, Page 418; Film 183, Page 1017; Film 183, Page 1019; Film 183, Page 1022; Film 276, Page 769; and Film 449, Page 1163.**
16. **Rights of parties in possession under unrecorded leases.**

Dated: **May 15, 2020**, at **7:30 a.m.**

SECURITY 1ST TITLE

By: 
LICENSED ABSTRACTER



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 28628859

Receipt #: 1570896
Pages Recorded: 2

Recording Fee: \$12.00

Cashier Initials: EW

Authorized By:

Date Recorded: 12/1/2004 1:50:41 PM



013575

KANSAS WARRANTY DEED

Grantor(s): **Eugene J. Vitarelli and Janice L. Vitarelli, husband and wife; and Robert J. Armstrong and Dana L. Armstrong, husband and wife**

Grantee(s): **Revelation Ministries Christian Church, Inc., a Kansas Corporation**

7607 E. Harry St Wichita K.S. 67207

In consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor(s) **GRANT, BARGAIN, SELL AND CONVEY** to Grantee(s), the following described premises, to wit:

Lot 29, Block 3, Park Meadow Estates, Sedgwick County, Kansas.

Subject to all easements, restrictions, reservations and covenants, if any, now of record

The Grantor(s) hereby covenanting that the Grantor(s), their heirs, successors and assigns, will **WARRANT AND DEFEND** the title to the premises unto the Grantee(s), their successors and assigns, against the lawful claims of all persons whomsoever, excepting however the general taxes for the current calendar year and thereafter, and the special taxes becoming a lien after the date of this deed.

Dated: **November 30, 2004**

Eugene J. Vitarelli

Janice L. Vitarelli

Robert J. Armstrong

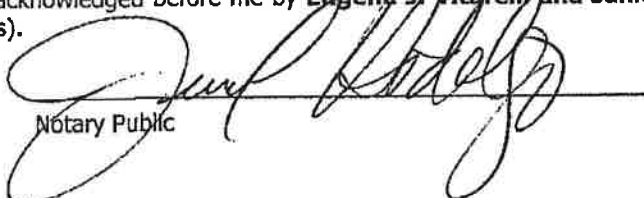
Dana L. Armstrong

00262859

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)



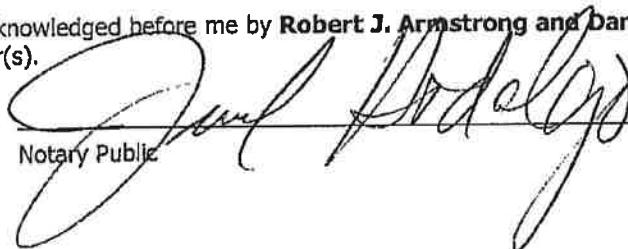
On **November 30, 2004** this deed was acknowledged before me by **Eugene J. Vitarelli and Janice L. Vitarelli, husband and wife**, Grantor(s).


Notary Public

My appointment expires:

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

On **November 30, 2004** this deed was acknowledged before me by **Robert J. Armstrong and Dana L. Armstrong, husband and wife**, Grantor(s).


Notary Public

My appointment expires:



PARK MEADOW ESTATES

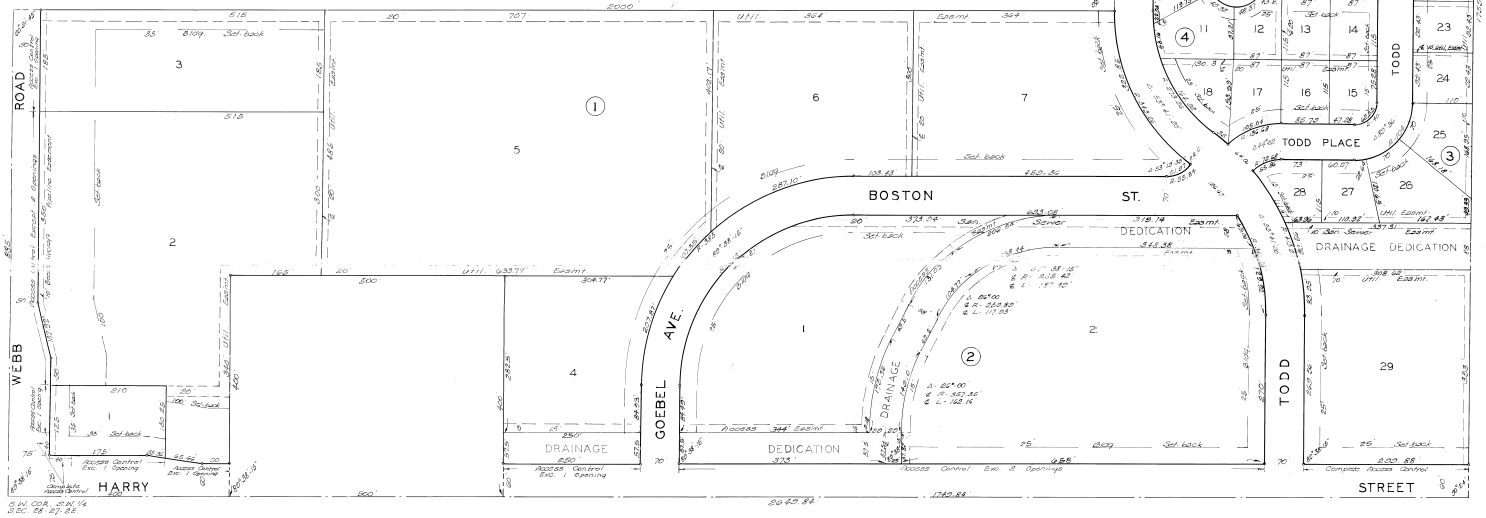
SEDGWICK COUNTY KANSAS



We, Farmers and Merchants State Bank of Derby, Kansas, holders of a mortgage on the above described property do hereby consent to the plat of "PARK MEADOW ESTATES" Sedgwick County, Kansas.
Farmers and Merchants State Bank
Charles W. White, Exec. Vice President
Secretary

State of Kansas) ss. Be it remembered that on this 24th day of August, 1976, before me a Notary Public in and for said county and state came Dale W. Esmond, Exec. Vice President and Lois Clifton, Secretary of Farmers and Merchants State 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.

Charles W. White, Notary Public
My Comm. Exp. 11-77



State of Kansas) ss. We, Baughman Surveyors in and for Sedgwick County, Kansas, do hereby certify that we have surveyed and plotted "PARK MEADOW ESTATES" Sedgwick County, Kansas, and that the accompanying plat is a true and correct exhibit of the property surveyed described as beginning at the S.W. Corner of the S.W. 1/4, Section 88, Twp. 27-S, R. 2-E, thence north along the west line of said 1/4 section, 885 feet, thence east parallel with the south line of said 1/4 section, 2000 feet, thence north parallel with the west line of said 1/4 section, 870 feet, thence east parallel with the south line of said 1/4 section, 850.00 feet to the east line of said 1/4 section, thence south along the east line of said 1/4 section, 1755 feet to the S.E. Corner of said S.W. 1/4, thence west along the south line of said 1/4 section, 1743.84 feet to a point 800 feet east of the S.W. Corner of said S.W. 1/4, thence north parallel with the west line of said 1/4 section, 400 feet, thence west 300 feet, thence south 400 feet, thence west 400 feet to beginning.

Walter A. Baughman, Surveyor
Baughman Company

State of Kansas) ss. Be it remembered that on this 24th day of August, 1976, before me a Notary Public in and for said county and state came George L. Hall and Velma L. Hall, his wife, and Keith E. Parker and Jacquelyn K. Parker, 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. 5/31/76
Walter A. Baughman, Notary Public

Know all men by these presents that we, George L. Hall and Velma L. Hall, his wife, and Keith E. Parker and Jacquelyn K. Parker, his wife, have caused the land described in the surveyors certificate to be plotted into lots, blocks, streets and drainage to be known as "PARK MEADOW ESTATES" Sedgwick County, Kansas. Easements are hereby granted as indicated for the construction and maintenance of all public utilities. The drainage dedication is hereby dedicated for drainage purposes. Access easements to serve the drainage dedication are hereby granted. The streets are hereby dedicated to and for the use of the public. All easements rights of access to or from Webb Road over and across the west line of Lots 1-2-3, Block 1, and to or from Harry Street over and across the south line of Lots 1-2-4, Block 1, Block 2 and Lot 20, Block 3 are hereby granted. The appropriate governing body, provided however that Lot 3, Block 1 shall have access to Webb Road at 1 point, Lot 2, Block 1 shall have access to Webb Road at 2 points and Lot 1, Block 1 shall have access to Webb Road at 1 point on all but the south 40 feet thereof. Lot 1, Block 1 shall have access to Harry St. at 1 point, Lot 2, Block 1 shall have access to Harry St. at 1 point, Lot 4, Block 1 shall have access to Harry St. at 2 points, all as shall be determined by the appropriate governing body.

George L. Hall, Velma L. Hall, Keith E. Parker, Jacquelyn K. Parker

Entered on transfer record this 16th day of August 1976
George L. Hall, County Clerk

This plat of "PARK MEADOW ESTATES" Sedgwick County, Kansas has been submitted to and approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas, dated this 31st day of January, 1976.

Walter A. Baughman, Chairman
Robert A. Schuler, Secretary
John R. May, Mayor
Walter A. Baughman, Surveyor

This plat approved and all dedications shown hereon accepted by the Board of Commissioners of the City of Wichita, Kansas, this 9th day of March, 1976.
John R. May, Mayor
Walter A. Baughman, Surveyor

State of Kansas) ss. This is to certify that this plat was filed for record in the office of the Registrar of Deeds this 18th day of August, 1976, at 11:15 a.m. and is duly recorded.

Bill Meek, Registrar of Deeds
Toby Meek, 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

2019 Real Estate Tax Statement

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

BILLING DATE: 05/26/2020
PIN NO: 00187215
AIN NO: 118280340103700
GEO CODE: C 41182
BILL NO: 191369361

TAX UNIT: 6723
Printed by: sanuser
R-0-000001 *DUPLICATE* 05/26/2020

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	6.71
Special Assessment Total	6.71

Property Address of Record 10330 E HARRY ST
Taxed Items:
LOT 29 BLOCK 3 PARK MEADOW ESTATES ADD.

REVELATION MINISTRIES CHRISTIAN CHURCH
10330 E HARRY ST
WICHITA KS 67207-5016

Owner of Record May 26, 2020
REVELATION MINISTRIES CHRISTIAN CHUR

Real Estate Account Summary

Description	Amount
Net General Tax	0.00
Special Assessment	6.71
Total Amount Due	6.71
Delinquent Years Total	0.00
Payment(s) Applied	-6.71
Homestead Advance	0.00
Applicable Interest and Fees	0.00
Minimum Half Amount due	0.00
Full Payment	0.00

Half or Full Payment Due June 20, 2020

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

Due by June 20, 2020

AIN NO: 118280340103700
GEO CODE: C 41182
TU: 6723

Call (316) 668-9888 for later payoff

Printed by: sanuser

Check relevant boxes

DUPLICATE 05/26/2020

☐ Credit Card Payment
(See Back)

☐ Address Change?
See Back

☐ Mail Receipt

Mail payments to:

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

Minimum Payment	0.00
Full Payment	0.00
Amount Enclosed	

2019-00187215

REVELATION MINISTRIES CHRISTIAN CHURCH

REVELATION MINISTRIES CHRISTIAN CHURCH
10330 E HARRY ST
WICHITA KS 67207-5016

201919136936100187215 011 0000000000 0000000000 2

Property Taxes and Appraisals

10330 E HARRY ST WICHITA

Property Description

Legal Description	LOT 29 BLOCK 3 PARK MEADOW ESTATES ADD.
Owner	REVELATION MINISTRIES CHRISTIAN CHURCH
Mailing Address	10330 E HARRY ST WICHITA KS 67207-5016
Geo Code	C 41182
PIN	00187215
AIN	118280340103700
Tax Unit	6723 010 WICHITA U-259-MWWMI
Land Use	6610 Church/place of worship
Market Land Square Feet	106,138
2020 Total Acres	2.44
2020 Appraisal	\$1,331,400
2020 Assessment	\$0

Commercial Buildings

Building	Units	Built	Sq. Ft.
1-REVELATION MINISTRIES CHURCH (Church w/ Sunday School)		2005	9,600
More Details	View the Property Record Card for full property details		

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2020	Exempt	\$477,600	\$853,800	\$1,331,400	+2%
2019	Exempt	\$477,600	\$825,210	\$1,302,810	+2%
2018	Exempt	\$477,600	\$801,580	\$1,279,180	+1%
2017	Exempt	\$477,600	\$786,740	\$1,264,340	+1%
2016	Exempt	\$477,600	\$771,630	\$1,249,230	-2%
2015	Exempt	\$477,600	\$792,010	\$1,269,610	1%
2014	Exempt	\$477,600	\$801,610	\$1,279,210	+1%
2013	Exempt	\$477,600	\$790,050	\$1,267,650	-10%
2012	Exempt	\$492,500	\$920,050	\$1,412,550	
2011	Exempt	\$492,500	\$920,050	\$1,412,550	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2020	Exempt	\$0	\$0	\$0	
2019	Exempt	\$0	\$0	\$0	
2018	Exempt	\$0	\$0	\$0	
2017	Exempt	\$0	\$0	\$0	
2016	Exempt	\$0	\$0	\$0	
2015	Exempt	\$0	\$0	\$0	
2014	Exempt	\$0	\$0	\$0	
2013	Exempt	\$0	\$0	\$0	

Year	Class	Land	Improvements	Total	Change
2012	Exempt	\$0	\$0	\$0	
2011	Exempt	\$0	\$0	\$0	

2019 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$6.71
Totals:		\$0.00	\$0.00	\$6.71

2020 Through Payout Special Assessments

Project	Description	Begin Yr.	End Yr.	Principal	Interest	Total
14036A	COUNTY BOND AND INTEREST SEWER IMPROVEMENTS -- 1595 SEWER IMPROVEMENTS	1991	2005	\$0.00	\$0.00	\$0.00
14038A	COUNTY BOND AND INTEREST SEWER IMPROVEMENTS -- A1722 SEWER IMPROVEMENTS	1995	2009	\$0.00	\$0.00	\$0.00
Totals:				\$0.00	\$0.00	\$0.00

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2019	116.788000	\$0.00	\$6.71	\$0.00	\$0.00	\$6.71	\$6.71	\$0.00
2018	117.213000	\$0.00	\$5.58	\$0.00	\$0.00	\$5.58	\$5.58	\$0.00
2017	117.293000	\$0.00	\$5.58	\$0.00	\$0.00	\$5.58	\$5.58	\$0.00
2016	117.201000	\$0.00	\$4.58	\$0.00	\$0.00	\$4.58	\$4.58	\$0.00
2015	120.298000	\$0.00	\$4.58	\$0.00	\$0.00	\$4.58	\$4.58	\$0.00
2014	117.848011	\$0.00	\$5.94	\$0.00	\$0.00	\$5.94	\$5.94	\$0.00
2013	121.089691	\$0.00	\$5.94	\$0.00	\$0.00	\$5.94	\$5.94	\$0.00
2012	121.111427	\$0.00	\$5.46	\$0.00	\$0.00	\$5.46	\$5.46	\$0.00
2011	120.304845	\$0.00	\$5.46	\$0.00	\$0.00	\$5.46	\$5.46	\$0.00
2010	120.059000	\$0.00	\$5.46	\$0.00	\$0.00	\$5.46	\$5.46	\$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
1706 MIDDLE WALNUT RIVER WATERSHED 60	0.000000
Total: 116.788000	

EASEMENT FOR SANITARY SEWER

THIS AGREEMENT made and entered into this 16th day of November 1977,
by and between Park Meadow Associates
of Sedgwick County, State of Kansas, party of the first part, and the Board of
County Commissioners of Sedgwick County, Kansas, acting for said County, party of the
second part.

A 20-FOOT SANITARY SEWER EASEMENT DESCRIBED AS FOLLOWS:

THE SOUTH 20.00 FEET OF THE EAST 30.00 FEET EXCEPT THE EAST 10.00 FEET THEREOF
OF LOT 29, BLOCK 3 IN PARK MEADOW ESTATES, SEDGWICK COUNTY, KANSAS.

STATE OF KANSAS
SEDGWICK COUNTY
NOV 17 1977
3 58832

NO.
BETTE F. HICKS
CLERK OF COURT

*Pat Hottel
Deputy*

NOW THEREFORE, in consideration of the payment of One (1) Dollar and
no Cents, (\$ 1.00) and other valuable considerations as follows:

none

TO party of the first part, by party of the second part, party of the first part
hereby grants and conveys to party of the second part a Permanent
easement upon the above described premises for the purpose of Sanitary Sewer

installation and maintenance.

PARTY OF THE FIRST PART

THE BOARD OF COUNTY COMMISSIONERS
PARTY OF THE SECOND PART

PARK MEADOW ASSOCIATES

Name

Name

KEITH E. PARKER

RECOMMENDED:

COUNTY ENGINEER R. C. McLENN, JR., P. E.

CHAIRMAN

Tom Scott

COMMISSIONER

Everett Patrick

COMMISSIONER

John Hale

COUNTY CLERK

Dorothy K. White

STATE OF KANSAS SEDGWICK COUNTY, ss.

On this 16th day of November A.D. 1977, before me, a notary public in and
for Sedgwick County, State of Kansas, personally appeared
Keith E. Parker for Park Meadow Associates
to me known to be the person named in and who executed the foregoing instrument, and
acknowledged that he executed same as a voluntary
act and deed.

My commission expires May 31, 1980.

ROTARY PUBLIC

Esther L. Beason

EASEMENT FOR SANITARY SEWER

THIS AGREEMENT made and entered into this 16th day of November 1977
by and between Park Meadow Associates
of Sedgwick County, State of Kansas, party of the first part, and the Board of
County Commissioners of Sedgwick County, Kansas, acting for said County, party of the
second part.

A 20-FOOT SANITARY SEWER EASEMENT DESCRIBED AS FOLLOWS:

THE SOUTH 20.00 FEET OF THE EAST 30.00 FEET EXCEPT THE EAST 10.00 FEET THEREOF
OF LOT 29, BLOCK 3 IN PARK MEADOW ESTATES, SEDGWICK COUNTY, KANSAS.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
...1...3...P...R...M
NOV 28 1977
3 60141

NO.
BETTE F. McCARTY
REGISTER OF DEEDS

*Late Katherine
B. McCarty*

NOW THEREFORE, in consideration of the payment of One (1) Dollar and
no Cents, (\$ 1.00) and other valuable considerations as follows:

none

TO party of the first part, by party of the second part, party of the first part
hereby grants and conveys to party of the second part a Permanent
easement upon the above described premises for the purpose of Sanitary Sewer
installation and maintenance.

PARTY OF THE FIRST PART

THE BOARD OF COUNTY COMMISSIONERS
PARTY OF THE SECOND PART

PARK MEADOW ASSOCIATES

Name

Name

RECOMMENDED:

COUNTY ENGINEER G. G. McLure, Jr., P. E.

CHAIRMAN

Tom Scott

COMMISSIONER

Everett Patrick

COMMISSIONER

John Hale

COUNTY CLERK

Dorothy K. White

Judy Smith, Deputy County Clerk

STATE OF KANSAS SEDGWICK COUNTY, ss.

On this 16th day of November A.D. 1977, before me, a notary public in and
for Sedgwick County, State of Kansas, personally appeared
Ruth E. Parker for Park Meadow Associates
to me known to be the person named in and who executed the foregoing instrument, and
acknowledged that he executed same as a voluntary
act and deed.

My commission expires May 31, 1980.

Ethel L. Pearson
NOTARY PUBLIC

SEP 7 1982

5 96371

NO. **BETTE F. MCCART**
REGISTER OF DETROIT

KNOW ALL MEN BY THESE PRESENTS:

All that part of Lot 29, Block 3,
Park Meadow Estates, Sedgwick
County, Kansas, described as follows:
The east 50 feet of the south 40 feet
the north 30 feet of the south 70 feet
of the east 25 feet of said Lot 29,

DATED this 2nd day of September, 1982.

PARK MEADOWS, INC.

By Daniel M. Carney
Daniel M. Carney, President

Velma Hall, Executrix of
the Estate of George Hall

Daniel M. Carney, Individually

Keith Parker

STATE OF KANSAS, COUNTY OF SEDGWICK, ss:

BE IT REMEMBERED, That on this 3rd day of September, 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Daniel M. Carney, President of Park Meadows, Inc. and Individually, Velma Hall, Executrix of the Estate of George Hall, and Keith Parker, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

100 of ⁶hagen ¹⁰ring, 100
of ¹⁰ring 100

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

Esther L. Pearson
NOTARY PUBLIC

My Appointment Expires:



C-41182

SPRING CREEK INTERCEPTOR SEWER

SEDGWICK COUNTY, KANSAS TRACT NO. 1.2

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made and entered into this 9th day of January 1986, by and between Mid Kansas Federal Sav & Ln Assn, 2301 S. Market, Wichita, KS 67202 of Sedgwick County, State of Kansas, party of the first part, and the Board of County Commissioners of Sedgwick County, Kansas, acting for said County, party of the second part.

WITNESSETH, whereas for the proper construction of a sanitary sewer system, upon land owned by party of the first part and described as follows:

THE WEST 40' OF THE EAST 50' OF LOT 29, BLOCK 3 IN PARK MEADOW ESTATES, SEDGWICK COUNTY, KANSAS. (CONTAINING 0.324 ACRES MORE OR LESS)

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

JAN 23 1986

NO 7 87040
PAT KETTLER
REGISTER OF DEEDS

*Ed. Ross
Deputy*

NOW, THEREFORE, in consideration of the payment of One Dollar & (\$ ***1.00***), and other valuable considerations as follows:

CONTRACTOR WILL RESTORE AREA IN KIND AS FOUND

TO party of the first part, by party of the second part, party of the first part hereby grants and conveys to party of the second part a temporary easement upon the above described premises for the purpose of constructing a sanitary sewer system according to plans and specifications now on file in the office of the Director of Public Works of Sedgwick County, Kansas. Said easement shall expire upon completion of the sanitary sewer system.

PARTY OF THE FIRST PART

Max L. Herzet
MID KANSAS FEDERAL SAV & LN ASSN
by: MAX L. HERZET
SENIOR VICE PRESIDENT

THE BOARD OF COUNTY COMMISSIONERS
PARTY OF THE SECOND PART

Donald E. Garg
CHAIRMAN DONALD E. GARG
Bernard A. Hentzen
COMMISSIONER BERNARD A. HENTZEN
Tom Scott
COMMISSIONER TOM SCOTT
Don Wright
COUNTY CLERK DON WRIGHT

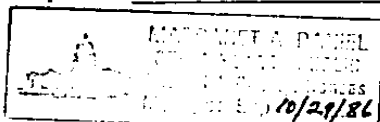
RECOMMENDED

David C. Spears
DIRECTOR OF PUBLIC WORKS DAVID C. SPEARS, P.E.

STATE OF KANSAS, SEDGWICK COUNTY, SS.

On this 9th day of January A.D. 1986, before me, a notary public in and for Sedgwick County, State of Kansas, personally appeared Max L. Herzet, Senior Vice President, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

My commission expires 10/29, 1986.



Margaret A. Daniel
NOTARY PUBLIC Margaret A. Daniel

CEH

County Clerk

clerk

12
FILED FOR RECORD
8.1.1975

MAR 6 1975

3 1130

BETTE F. MCCARTY
REGISTER

Let's Register

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR PARK MEADOW ESTATES
SEDGWICK COUNTY, KANSAS

On March 18, 1975, the undersigned and following named owners of the hereinafter described premises do hereby make this declaration and declare that the real estate described in and referred to in Article I hereof is and shall be held, transferred, sold, conveyed, mortgaged, possessed and occupied subject to the conditions, covenants, restrictions, reservations and easements herein provided:

George L. Hall and Velma L. Hall
Bernard R. Lickteig and Mary Ann Lickteig,
husband and wife
Jack Pearce and Melany Pearce, husband and wife
Keith E. Parker and Jacquelyn K. Parker,
husband and wife.

The aforementioned parties and owners shall hereinafter be referred to as "Owner."

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

This declaration is applicable to the following described premises owned by the said Owner, such premises being hereafter referred to as Premises:

Park Meadow Estates, Sedgwick County,
Kansas, otherwise described as follows:

Beginning at the S.W. Corner of the SW $\frac{1}{4}$ of Sec.28-27S-2E, of the 6th P.M., Sedgwick County, Kansas; thence north along the west line of said SW $\frac{1}{4}$, 885 feet; thence east parallel with the south line of said SW $\frac{1}{4}$, 2000 feet; thence north parallel with the west line of said SW $\frac{1}{4}$, 878 feet; thence east parallel with the south line of said SW $\frac{1}{4}$, 650.99 feet to the east line of said SW $\frac{1}{4}$; thence south along the east line of said SW $\frac{1}{4}$, 1755 feet to the S.E. Corner thereof; thence west along the south line of said SW $\frac{1}{4}$, 1743.24 feet more or less to a point 900 feet east of Beginning; thence north parallel with the west line of said SW $\frac{1}{4}$, 400 feet; thence west parallel with the south line of said SW $\frac{1}{4}$, 400 feet; thence south parallel with the west line of said SW $\frac{1}{4}$, 400 feet to the south line of said SW $\frac{1}{4}$; thence west 400 feet to Beginning.

MERKEL
&
HOLLIS

CHARTERED
ATTORNEYS AT LAW
411 COLORADO DERRY
BLDG.
FIRST & WATER STREETS
WICHITA, KANSAS 67202
TELEPHONE
(316) 265-1661

ARTICLE II

DEFINITION OF TERMS

All terms as are used herein shall have their normal,

customary and usual meaning, but in the event any term as used herein is defined or construed by the zoning ordinances adopted by the City of Wichita, Kansas, then such definition or construction shall prevail. However, in all events should a dispute arise regarding the definition or construction of the term used herein a determination by the Architectural Committee hereafter provided for shall be final and conclusive in all respects so long as such determination is not unreasonable, arbitrary or capricious.

ARTICLE III

ARCHITECTURAL COMMITTEE

The Architectural Committee, hereinafter referred to as the "Committee," shall consist of three members, which will be initially the following named parties:

Keith E. Parker
George L. Hall
John Lundblade

In the event of the death, resignation, or inability to serve of any of the said Committee members the successor to any said member shall be appointed by the Owner, which right of appointment shall be freely assignable by the Owner. All actions of the Committee shall be by majority vote; however, the Committee may appoint a representative to execute any and all approvals provided for herein. The members of the Committee, and any designated representative, shall not be entitled to any compensation for services performed pursuant to this covenant. The Committee, by unanimous vote and with the consent of the Owner, may transfer any or all of its duties, authorities or responsibilities to an association or corporation formed by and representing the Owner or occupants of the Premises. Any decision or determination of the Committee shall be final, conclusive and binding upon any and all parties affected by these covenants in any manner whatsoever or who may own, occupy or have an interest in the Premises or any portion thereof so long as such decision or determination is not unreasonable, arbitrary or capricious.

ARTICLE IV

IMPROVEMENTS ALLOWED

On any building site in the Premises there may be constructed and maintained any type of improvement so long as such improvement is not prohibited hereunder or by law and if such has been approved by the Committee as provided herein.

ARTICLE V

IMPROVEMENTS PROHIBITED

None of the following improvements, structures or the like shall be erected, altered, maintained or permitted to remain on any part of the Premises:

- A. Building of temporary character, tent, shack or outbuilding, either temporarily or permanently, except as may be necessary for and during actual construction of an approved improvement.
- B. Used, secondhand, or previously erected house or building of any kind, either in sections or as an entirety.
- C. Any mobile home, trailer, motor home, recreational vehicle, camper, boat or ship longer than 16 feet, or swimming pool the sides of which extend more than 2½ feet above the surface of the ground.
- D. Stables, kennels or buildings intended for the housing of pets or animals and having a floor area in excess of 40 square feet.
- E. As to that portion of the Premises zoned for residential purposes, whether for single families or multi-families, signs, advertisements, billboards or advertising structures, except for the erection and maintenance of not more than one signboard not more than 6 square feet in area on each building site to be used for the sole and exclusive purpose of advertising for sale or lease the building site upon which it is erected and any improvements thereon, and further except that the Owner or their assignees shall have the right to construct a temporary development sign of its own

choice during the development of residential construction which sign shall be removed upon completion of such construction.

Nothing in this instant Article shall preclude the sale at retail on the Premises of any of the items described or referred to in this instant Article if such is otherwise legal hereunder and by law.

ARTICLE VI

USES PROHIBITED

Neither the Premises nor any portion thereof shall be used for the following purposes:

- A. The maintenance of any type of business on any portion of the Premises zoned for residential purposes, whether for single families or multi-families.
- B. The use of any garage or othe outbuilding for human habitation.
- C. Oil drilling, mining, quarrying, placering or any other type of operations or explorations for oil or other minerals.
- D. The raising, breeding or maintenance of any animals, livestock or poultry except that dogs, cats and other such normal household pets may be kept if there be no commercial uses of such.
- E. The dumping or disposal of waste materials, garbage, trash or junk except in sanitary containers and to be thereafter disposed of off of the Premises with reasonable promptness.
- F. The discharge or shooting of any firearms, fireworks, explosives, arrows, air rifles, BB guns or similar devices.
- G. Operation for entertainment purposes only of motor scooters, motorcycles, mini-trailbikes or other similar vehicles, but this shall not preclude the use of such vehicles for transportation purposes only on streets and driveways located within the Premises.

- H. Any activity which in the opinion of the Committee constitutes an annoyance or nuisance to the neighborhood.

ARTICLE VII

ARCHITECTURAL CONTROL

No improvements shall be erected, placed or altered on the Premises or any part thereof until the plans, specifications, plot plan and finished grade elevation showing the location of such improvement on the particular building site have been submitted to and approved in writing by the Committee, which Committee in extending or denying such approval may consider the following factors as well as any others that the Committee chooses to consider:

- A. Conformity and harmony of external design including the height of such improvement with existing or proposed improvements in the area.
- B. Environmental considerations.
- C. Likely durability of such improvement.
- D. Proper use of topography and grade.
- E. The size of the proposed improvement and the size thereof in relationship to the proposed building site.
- F. Suitability of the proposed improvement for the proposed uses thereof.
- G. Protection of values of existing or future structures and the rights of existing and future owners or occupants of the Premises or portions thereof.

The Owner, Committee and their successors or assigns shall not be liable in damages to anyone so submitting plans for approval or to any other owner or owners of the Premises or portions thereof by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval, or failure to approve, any such plans; and anyone so submitting plans to the Committee for approval and any owners by acquiring title to any part of the Premises agrees that he

will not bring any action or suit to recover any damages against the Owner, Committee or their successors or assigns. In the event Committee fails to approve or disapprove any such submitted design or plan within 30 days after submission and receipt thereof by the Committee this covenant will be deemed to have been fully complied with. If any improvement has been erected, maintained, or altered in violation of the terms and conditions of these restrictive covenants or any part thereof and no suit to enjoin such has been commenced within one year after the completion thereof then this covenant will be deemed to have been fully complied with.

ARTICLE VIII

DURATION OF COVENANTS

These restrictions, conditions, covenants and reservations shall continue and be binding upon the Owner and their successors and assigns and upon each of them and all parties and all persons claiming under the Owner and upon all owners or parties having an interest in the Premises or any portion thereof for a period of 50 years from the date hereof, except, however, that the property owners, as hereinafter defined, owning 65% or more of the area within the Premises, excluding therefrom any streets, may release all or any part of the Premises from any one or more of the provisions, restrictions, conditions, covenants or reservations herein or may change or modify any one or more of such by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record within the office of the Register of Deeds of Sedgwick County, Kansas. As used herein property owners shall include any person, persons, firm, corporation or other legal entity named as grantees in any deed covering the Premises or any part thereof and recorded within the office of the Register of Deeds of Sedgwick County, Kansas, as shall be determined by a recordable certificate prepared by an abstractor, title company or otherwise then generally legally recognized authority as to property ownership doing business within Sedgwick County, Kansas, prepared and dated within one year prior to the recordation of such agreement or

agreements providing for such release or amendment, and such certificate shall be deemed conclusive evidence of fee simple title ownership of property thereof so owned. The area included within the Premises or owned by each of such property owners shall be determined by a recordable certificate prepared by a registered, licensed or certified surveyor or engineer authorized to practice within the State of Kansas. Any question or dispute regarding this instant Article or of any release or amendment provided for herein shall be determined by the Committee which determination shall be conclusive upon all parties so long as such is not unreasonable, arbitrary or capricious.

ARTICLE IX

ENFORCEMENT OF COVENANTS

The Owner, Committee, or their successors or assigns, and the owner of the Premises or any portion thereof shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach or to enforce any of the conditions, covenants, restrictions or limitations herein provided in addition to any and all other remedies and relief as may be applicable. The failure on the part of any person to enforce any covenant immediately after such cause may arise shall not be deemed to constitute a waiver of the right to do so thereafter.

ARTICLE X

ASSIGNMENT

All of the rights, powers, authorities and responsibilities of the Owner or the Committee shall be freely assignable and any assignee shall succeed to all of the rights, powers, authorities and responsibilities of the assignor thereof.

ARTICLE XI

SEVERABILITY

Invalidation of any one of the covenants herein contained or any part thereof shall in no way affect any of the other covenants or portions thereof and such shall remain in full force and effect.

George L. Hall

Velma L. Hall

Bernard R. Lickteig

Mary Ann Lickteig

Jack Pearce

Melany Pearce

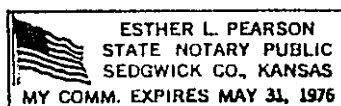
Keith E. Parker

Jacquelyn K. Parker

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 18th day of March, 1975, personally appeared George L. Hall and Velma L. Hall, Bernard R. Lickteig and Mary Ann Lickteig, husband and wife, Jack Pearce and Melany Pearce, husband and wife, and Keith E. Parker and Jacquelyn K. Parker, husband and wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as 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 the day and year last above written.



Esther L. Pearson
Notary Public

My commission expires:

May 31, 1976

AFFIRMATIVE COVENANTS TO RUN WITH LAND

THESE AFFIRMATIVE COVENANTS TO RUN WITH LAND, made and entered into this 2nd day of May, 1978, by, between, and among:

KEITH E. PARKER,
JACQUELINE K. PARKER,
BERNARD R. LICKTEIG,
MARY ANN LICKTEIG,
GEORGE L. HALL,
VELMA L. HALL,
JACK J. PEARCE,
and
MELANY PEARCE,
hereafter collectively called
Parties of the First Part,

and

HARRY KOURI, JR.
BEVERLY ANN KOURI,
SAM H. KOURI,
JACQUELINE N. KOURI,
JAMES E. COHLMIA,
and
RUTH L. COHLMIA,
hereafter collectively called
Parties of the Second Part.

WHEREAS, Parties of the First Part plan to construct a sanitary lagoon system, in accordance with the design specifications of the Sedgwick County Department of Public Works and subject to authority granted by Sedgwick County upon a portion of the South Half of the Southeast Quarter (S/2 SE/4) of Section 28, Township 27 South, Range 2 East, Sedgwick County, Kansas; and

WHEREAS, when it is constructed, said sanitary lagoon system will service the lands presently included in the Park Meadow Estates Lateral Sewer District; and

WHEREAS, said sanitary lagoon system will be constructed and owned by Parties of the First Part; and

WHEREAS, Parties of the Second Part own the land described on Exhibit "A" hereto, hereafter called Red Oaks Second and Third Additions to Sedgwick County, Kansas; and

WHEREAS, the parties desire to agree upon the orderly development of the lands presently included in the Park Meadow Estates Lateral Sewer District and Red Oaks Second and Third Additions to Sedgwick County, Kansas.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
MAY 17 1978
3 84851

BY
BETTE F. MCCART
REGISTER OF DEEDS

*Let Kettler
Dugan*

NOW, THEREFORE, the Following Affirmative Covenants to Run with Land are made:

1. Second Parties agree that they will, at their sole expense and within a reasonable time, cause Red Oaks Second and Third Additions to Sedgwick County, Kansas, to be platted.

2. Second Parties will, at their sole cost and expense, cause Red Oaks Second and Third Additions to Sedgwick County, Kansas, to be included in and become a part of the Park Meadow Estates Lateral Sewer District, and First Parties agree that they consent thereto and will cooperate fully in every way with the efforts of Second Parties, including but not limited to the execution by First Parties of such documents as may be necessary or appropriate.

3. First Parties agree that Red Oaks Second and Third Additions to Sedgwick County, Kansas, will be serviced by said sanitary lagoon system, at such time as the Board of Health of Sedgwick County, Kansas or the Kansas Department of Health and Environment is of the opinion that said sanitary lagoon system has the capacity to service all lands presently included in the Park Meadow Estates Lateral Sewer District, when the same are fully developed, and additional capacity sufficient to service said Red Oaks Second and Third Additions to Sedgwick County, Kansas, and upon the payment by Second Parties to First Parties of a fair, reasonable sum to compensate First Parties for a proportionate part, on an acreage basis, of the cost incurred of establishing and creating the Park Meadow Estates Lateral Sewer District and sanitary lagoon system. It is understood that the term "fair, reasonable sum" as used herein shall mean that, at such time as sewer capacity is provided under the terms hereof to Red Oaks First, Second, and Third Additions to Sedgwick County, Kansas, then Red Oaks First, Second, and Third Additions to Sedgwick County, Kansas shall pay a sum equal to twenty-nine and six tenths percent (29.6%) of the total actual costs incurred in establishing and creating the Park Meadow Estates Lateral Sewer District and said sanitary lagoon system, less a credit equal to any payments made prior to such time to First Parties on behalf of Red Oaks First Addition. First Parties will furnish invoices periodically to Second Parties or the agents of Second Parties, and Second Parties will pay same within a reasonable time thereafter.

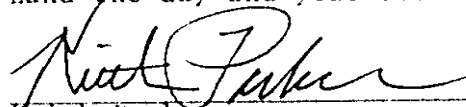
4. It is the intention of the parties hereto that the right to utilize sewer capacity for Red Oaks Second and Third Additions hereunder shall pertain only so long as Craig Lawrence,

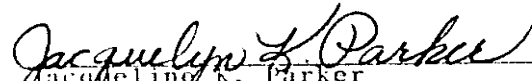
Stephen Russell, and/or a corporation, partnership, joint venture, limited partnership, or other enterprise in which Craig Lawrence and/or Stephen Russell are principals is the legal or equitable owner of Red Oaks Second and Third Additions.

5. These Affirmative Covenants to Run with Land shall be filed of record in the Office of the Register of Deeds of Sedgwick County, Kansas, and shall attach to and run with Red Oaks Second and Third Additions to Sedgwick County, Kansas, and the Park Meadow Estates Lateral Sewer District, Sedgwick County, Kansas, and shall be binding upon the parties, their successors, personal representatives, heirs and assigns.

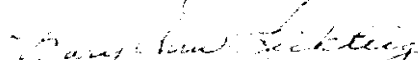
6. These Affirmative Covenants to Run with Land shall be in full force and effect until the lands presently included in the Park Meadow Estates Lateral Sewer District and Red Oaks Second and Third Additions to Sedgwick County, Kansas, are connected to and serviced by the Sedgwick County Four Mile Creek Sanitary Sewer Treatment Facility or until the parties agree, as herein provided, that Red Oaks Second and Third Additions to Sedgwick County, Kansas should be serviced by said sanitary lagoon system, whichever event occurs sooner.


IN WITNESS WHEREOF, the parties have executed these Affirmative Covenants to Run with Land the day and year first above written.



Keith Parker

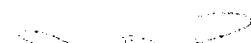

Jacquelyn K. Parker



Bernard R. Lickteig


Mary Ann Lickteig


George L. Hall


Velma L. Hall


Jack W. Pearce


Melany Pearce

Harry Kouri, Jr.

Beverly Ann Kouri

Sam H. Kouri

Jacqueline N. Kouri

James E. Cohlma

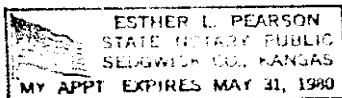
Ruth L. Cohlma

"Parties of the Second Part"

STATE OF KANSAS)
) SS:
 SEDGWICK COUNTY)

BE IT REMEMBERED that on this 2nd day of May, 1978,
before me, the undersigned, a Notary Public in and for the County
and State aforesaid, came KEITH E. PARKER and JACQUELINE K. PARKER,
husband and wife, who are personally known to me to be the same
persons who executed the within instrument of writing and such
persons duly acknowledged the execution of the same.

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



Esther L. Pearson
Notary Public

My Appointment Expires:
May 31, 1980

STATE OF KANSAS)
) SS:
 SEDGWICK COUNTY)

BE IT REMEMBERED that on this 2nd day of May, 1978,
before me, the undersigned, a Notary Public in and for the County
and State aforesaid, came BERNARD R. LICKTEIG and MARY ANN
LICKTEIG, husband and wife, who are personally known to me to be
the same persons who executed the within instrument of writing
and such persons duly acknowledged the execution of the same.

STATE OF KANSAS)
)
 SEDGWICK COUNTY)

SS:

DN 305 879

BE IT REMEMBERED that on this 9th day of May, 1977,
before me, the undersigned, a Notary Public in and for the County
and State aforesaid, came HARRY KOURI, JR. and BEVERLY ANN KOURI,
husband and wife, who are personally known to me to be the same
persons who executed the within instrument of writing and such
persons duly acknowledged the execution of the same.

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

Carol A. Dancy
Notary Public

My Appointment Expires:

CAROL A. DANCY
STATE NOTARY PUBLIC
SEDGWICK COUNTY, KANSAS
MY APPT. EXP. 9/2/81

STATE OF KANSAS)
)
 SEDGWICK COUNTY)

SS:

BE IT REMEMBERED that on this 9th day of May, 1978,
before me, the undersigned, a Notary Public in and for the County
and State aforesaid, came SAM H. KOURI and JACQUELINE N. KOURI,
husband and wife, who are personally known to me to be the same
persons who executed the within instrument of writing and such
persons duly acknowledged the execution of the same.

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

Carol A. Dancy
Notary Public

My Appointment Expires:

CAROL A. DANCY

STATE OF KANSAS)

SS:

SEDGWICK COUNTY)

BE IT REMEMBERED that on this 9th day of May, 1978,
before me, the undersigned, a Notary Public in and for the County
and State aforesaid, came JAMES E. COHLMIA and RUTH L. COHLMIA,
husband and wife, who are personally known to me to be the same
persons who executed the within instrument of writing and such
persons duly acknowledged the execution of the same.

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

Carol A. Dancy
Notary Public

My Appointment Expires:

EXHIBIT "A"

The West Half of the East Half of the Northwest Quarter (W/2 E/2 NW/4) of Section 33, Township 27 South, Range 2 East, Sedgwick County, Kansas, except a tract commencing at the Northeast Corner of aforesaid West Half, thence along the North line of said West Half, bearing South 89° 40' 55" West a distance of 662.47 feet to the Northwest Corner of said West Half, thence along the West line of said West Half, bearing South 0° 2' 21" East a distance of 1,132.32 feet, thence bearing North 90° 00' East a distance of 661.69 feet to East line of said West Half, thence along said East line bearing North 0° 00' East a distance of 1,136.00 feet to point of beginning.

MAR 15 1976

PUBLISHED IN THE DAILY RECORD ON

RESOLUTION

A RESOLUTION OF FINDING AS TO THE ADVISABILITY AND A RESOLUTION AUTHORIZING CONSTRUCTION AND ORDERING AND DIRECTING UNDER AND PURSUANT TO K.S.A. 12-6a, AN IMPROVEMENT CONSISTING OF A WATERWORKS SYSTEM TO MAKE WATER AND WATER SERVICE AVAILABLE TO PARK MEADOW ESTATES ADDITION: THE PROPERTY ADJACENT TO TODD ST., TODD PLACE, TODD COURT AND TODD PLACE COURT

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
.....S.....A.....M
MAR 18 1976
2 69997
NO.
BETTE F. McCART
REGISTER OF DEEDS
Pat Kettler
deputy

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

WHEREAS, a petition was filed with the City Clerk on the 3rd day of March, 1976, and WHEREAS, the following findings as to the advisability of an improvement under and pursuant to K. S. A. 12-6a, are hereby made to make water and water service available to Park Meadow Estates Addition; the property adjacent to Todd St., Todd Place, Todd Court, and Todd Place Court.

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

SECTION I. That it is necessary and in the public interest to make an improvement consisting of such mains, pipes, valves, hydrants, meters and

CRH City Clerk

appurtenances as are requisite to make water and water service available to Park Meadow Estates Addition; the property adjacent to Todd St., Todd Place, Todd Court and Todd Place Court.

SECTION II. That the estimated or probably cost of the foregoing improvement is \$ 59,300.00. 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 III. That the Governing Body hereby further finds and finally determines that the boundaries of the improvement district against which a portion of the costs of said improvement shall be assessed are hereby established and fixed as the following legal description:

In the SW $\frac{1}{4}$ of Section 28, Twp 27S, Range 2E of the 6th P.M.; in the proposed Park Meadow Estates Addition, Sedgewick County, Kansas, beginning at a point 2129.96 ft. East and 210 ft. North of the SW corner of said Sec. 28; thence Northerly and North parallel to and 150 ft. from the Western and West R.O.W. of Todd St. in said proposed Park Meadow Estates Addition, to a point 1677 ft. North and 1850 ft. East of said SW corner Sec. 29; thence East parallel to the South line of said SW $\frac{1}{4}$ Sec. 29 for 650.99 ft. to a point 2572.99 ft. East and 1677 ft. North of said SW corner; thence South parallel to and 78 ft. from the East line of said SW $\frac{1}{4}$ for 372.35 ft.; thence Southeasterly along the East lines of Lots 18, 19, and 20 to a point on the East line of said SW $\frac{1}{4}$, 1169.01 ft. North of the SE corner; thence South along said East line to a point 501 ft. North of said SE corner; thence West along the North line of drainage dedication to a point 150 ft. East of Todd St.; thence Southerly parallel to and 150 ft. from the East line of Todd St. to a point 2499.96 ft. East and 210 ft. North of the SW corner of said Sec. 28; thence West 370 ft. to the point of beginning.

SECTION IV. The method of assessment of the share of costs apportioned to the improvement district shall be equally per square foot against all land in the improvement district liable for assessment, and so assessed as a special benefit.

SECTION V. The share of the total actual costs of the improvement so to be assessed against the improvement district shall be one hundred percent (100 %) thereof and the share of costs to be borne by the City at large shall be zero percent (0 %) thereof.

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

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

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

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

ADOPTED at Wichita, Kansas, this 9th day of March, 1976.

ATTEST:

Donald C. Gisick
City Clerk DONALD C. GISICK

Connie A. Peters
MAYOR
CONNIE A. PETERS

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

I, Donald C. Gisick, City Clerk of the City of Wichita, Kansas, hereby certify that the document to which this is attested 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 MAR 16 1976
Donald C. Gisick City Clerk

RESOLUTION

A RESOLUTION OF FINDING AS TO THE ADVISABILITY
AND A RESOLUTION AUTHORIZING CONSTRUCTION AND
ORDERING AND DIRECTING UNDER AND PURSUANT TO
K. S. A. 12-6a, AN IMPROVEMENT CONSISTING OF A
WATERWORKS SYSTEM TO MAKE WATER AND WATER
SERVICE AVAILABLE TO THE PROPERTY ADJACENT TO
HARRY ST. FROM WEBB ROAD TO CAMBRIDGE AVENUE

STATE OF KANSAS }
SEDGWICK COUNTY }
FILED FOR RECORD AT
MAR 18 1976

NO. 2 69999
BETTE F. McCART
REGISTER OF DEEDS

Pat Kettler
Deputy

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

WHEREAS, a petition was filed with the City Clerk on the 3rd
day of March, 1976, and WHEREAS, the following
findings as to the advisability of an improvement under and pursuant to K. S. A.
12-6a, are hereby made to make water and water service available to _____
the property adjacent to Harry St. from Webb Road to Cambridge Avenue

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

SECTION 1. That it is necessary and in the public interest to make an improvement consisting of such mains, pipes, valves, hydrants, meters and

City Clerk

appurtenances as are requisite to make water and water service available to
the property adjacent to Harry St. From Webb Road to
Cambridge Avenue.

SECTION II. That the estimated or probably cost of the foregoing
improvement is \$ 84,500.00. 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 III. That the Governing Body hereby further finds and finally
determines that the boundaries of the improvement district against which a portion
of the costs of said improvement shall be assessed are hereby established and
fixed as the following legal description:

Beginning at a point 200 ft. North of the S. W. corner of Sec. 28,
Twp 27 S., Range 2E of the 6th P.M.; thence East parallel to the
South line of said Sec. 28 for 285 ft; thence North 19.75 ft; thence
Easterly parallel to and 150 ft from the South line of Lot 2 of Block
1 of the proposed Park Meadows Addition, Sedgwick County Kansas
approx. 115.66 ft. to the East line of said Lot 2; thence East parallel
to and 210 ft. from the South line of said Sec. 28 for approx. 500 ft.
to the West line of Lot 4 of said Block 1; thence South 92.5 ft. thence
East for approx. 635 ft. parallel to and 117.5 ft. from said South
line Sec. 28; thence Northerly along the West line of the proposed
drainage dedication to a point 210 ft. North of said South line
Sec. 28; thence East parallel to and 210 ft. from said South line
for approx. 1072 ft. to a point 2649.84 East and 210 ft. North of
said S. W. corner Sec. 28 which is on the East line of the S. W. 1/4
of said Sec. 28; thence South along said East line and the East
line of the N. W. 1/4 of Sec. 23, Twp 27 S. R 2 E for 420 ft; thence
West parallel to and 210 ft. from the North line of said Sec. 23
for 2294.66 ft., thence Westerly parallel to and 150 ft. from the
North line of the Webb Road Addition approx. 101.17 ft. to a point
75 ft. South and 250 ft. East of the N. W. corner of said Sec. 23;
thence West 250 ft. to the West line of said Sec. 23; thence North
425 ft. to the point of beginning.

SECTION IV. The method of assessment of the share of costs apportioned to the improvement district shall be equally per square foot against all land in the improvement district liable for assessment, and so assessed as a special benefit.

SECTION V. The share of the total actual costs of the improvement so to be assessed against the improvement district shall be forty-four & eighty-five hundredths percent (44.85 %) thereof and the share of costs to be borne by the City at large shall be fifty-five & fifteen hundredths percent (55.15 %) thereof.

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

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

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

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

ADOPTED at Wichita, Kansas, this 9th day of March, 1976.

ATTEST:

Donald C. Gisick
City Clerk DONALD C. GISICK

Connie A. Peters
MAYOR
CONNIE A. PETERS

State of Kansas)
Sedgewick County) ss
City of Wichita)
I, _____, Clerk of the City of Wichita,
do hereby certify that the foregoing is a true and
correct copy of the original of the City of
Wichita, Kansas, and that the same was filed for
record in the City of
Wichita, Kansas, on MAR 16 1976
Donald C. Gisick City Clerk

CERTIFICATE

STATE OF KANSAS
SEDCWICK COUNTY
FILED FOR RECORD AT
MAR 19 1976
NO. 2 70180

BETTE F. MC CART
REGISTER OF DEEDS

fat Kettler Deputy

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

I, Keith E. Parker, owner and plat-
tor of Park Meadow Estates 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. Petition for Sanitary Sewer Lateral
2. Petition for Storm Water Drain
3. Sidewalk Petition
4. Asphalt Pavement Petition
- 5.
- 6.
- 7.

As a result of the above-mentioned petitions for im-
provements, lots within Park Meadow Estates Addition
may be subject to special assessments assessed thereto for the
cost of constructing the above-described improvements.

Signed this 2nd day of October, 1975.

Keith E. Parker
Keith E. Parker

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

Be it remembered that on this 2nd day of October,
1975, before me, a notary public in and for said County and State,
came Keith E. Parker, 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.

Ethel L. Pearson
Notary Public

My Commission Expires:
May 31, 1976

T9-128

ETHEL L. PEARSON
STATE NOTARY PUBLIC
SEDCWICK CO., KANSAS
MY COM. EXPIRES MAY 31, 1976

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING GOEBEL AVENUE AND BOSTON STREET FROM NORTH LINE HARRY TO WEST LINE TODD STREET; TODD STREET FROM NORTH LINE HARRY TO NORTH LINE PARK MEADOWS ESTATES; TODD COURT FROM EAST LINE TODD STREET TO AND INCLUDING CUL-DE-SAC; TODD PLACE FROM EAST LINE TODD STREET TO EAST LINE TODD STREET; TODD PLACE COURT FROM WEST LINE TODD PLACE TO AND INCLUDING A CUL-DE-SAC WITHIN THREE MILES OF THE CORPORATE LIMITS OF 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 GOEBEL AVENUE AND BOSTON STREET FROM NORTH LINE HARRY TO WEST LINE TODD STREET; TODD STREET FROM NORTH LINE HARRY TO NORTH LINE PARK MEADOWS ESTATES; TODD COURT FROM EAST LINE TODD STREET TO AND INCLUDING CUL-DE-SAC; TODD PLACE FROM EAST LINE TODD STREET TO EAST LINE TODD STREET; TODD PLACE COURT FROM WEST LINE TODD PLACE TO AND INCLUDING A CUL-DE-SAC WITHIN THREE MILES OF THE CORPORATE LIMITS OF THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

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

- (a) That there be constructed pavement on Goebel Avenue and Boston Street from north line Harry to east line Todd Street; Todd Street, from north line Harry to north line Park Meadows Estates; that said pavement between alternate limits be constructed for a width of thirty-four (34) feet from gutter line to gutter line, curbs combined curb and gutter to be two (2) feet and six (6) inches in width, making a total roadway of forty (40) feet; that said pavement shall consist of an asphaltic concrete 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 structures and drainage to be installed where necessary.
- (b) That there be constructed pavement on Todd Court, from east line Todd Street to and including Cul-de-sac; Todd Place, from east line Todd Street to east line Todd Street; Todd Place Court from west line Todd Place to and including a Cul-de-sac; that said pavement between alternate limits be constructed for a width of thirty (30) feet from gutter line to gutter line, curbs combined curb and gutter to be two (2) feet and six (6) inches in width, making a total roadway of thirty-four (34) feet; that said pavement shall consist of an asphaltic concrete base six (6) inches in thickness, and an asphaltic concrete wearing surface two (2) inches in thickness, composed of stone, sand, mineral filler, and asphalt. Drainage structures to be installed where necessary.

SECTION 2. That the cost of said improvement provided for in Section 1(a) and (b) hereof is estimated to be Three Hundred Eighty-five thousand dollars (\$375,000.00) payable by the improvement district including all intersection and asphalt haulage. Said total cost as above set forth is hereby increased at the rate of 1% per month from the date of approval of this resolution.

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

Lots 1 through 29 inclusive, Block 3; Lot 1 through 18 inclusive, Block 4; Lots 1 and 2, Block 7 and Lots 4, 5, 6 and 7, Block 1 all in Park Meadows Estates and an unplatted tract in the Southwest Quarter, Section 28, Township 27 South, Range 2 East of the 6th P.M. more fully described as the east three hundred (300) feet of the west two thousand (2000) feet of the north eight hundred seventy (870) feet of the south one thousand seven hundred fifty-five (1755) feet of said Southwest Quarter.

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

Lot 4, Block 1, Park Meadows Addition shall pay 14/427 of the total cost payable by the improvement district;
 Lot 5, Block 1, Park Meadows Addition shall pay 117/427 of the total cost payable by the improvement district;
 Lot 6, Block 1, Park Meadows Addition shall pay 18/427 of the total cost payable by the improvement district;

6-28 City Clerk

-2-

Lot 7, Block 1, Park Meadows Addition shall pay 20/427 of the total cost payable by the improvement district;
 Lot 1, Block 2, Park Meadows Addition shall pay 50/427 of the total cost payable by the improvement district;
 Lot 2, Block 2, Park Meadows Addition shall pay 82/427 of the total cost payable by the improvement district;
 Lots 1 through 20 inclusive, Block 3, Park Meadows Addition shall each pay 1/427 of the total cost payable by the improvement district;
 Lots 21 through 28 inclusive, Block 3, Park Meadows Addition shall each pay 2/427 of the total cost payable by the improvement district;
 Lot 29, Block 3, Park Meadows Addition shall pay 17/427 of the total cost payable by the improvement district;
 Lots 1 through 5 inclusive, Block 4, Park Meadows Addition shall each pay 1/427 of the total cost payable by the improvement district;
 Lots 6 through 18 inclusive, Block 4, Park Meadows Addition shall each pay 2/427 of the total cost payable by the improvement district;
 The unplatted tract described in Section 1 shall pay 42/427 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 such improvement.

SECTION 5. That the City Engineer shall prepare plans and specifications for the 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 improvement set forth above is hereby established as authorized by K. S. A. 1974 Supp. 12-693.

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 in which shall be published before and after said publication.

ADOPTED at Wichita, Kansas, this _____ day of _____, 1976.

ATTEST:

[Signature]
 CITY CLERK
 DONALD C. GIBBS
 (1976)

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

I, Donald C. Gibbs, City Clerk of the City of Wichita, Kansas, do hereby certify that this is a true and correct copy of the original as the same appears on file in my office.

Given under the hand and seal of the City of Wichita, this _____ day of _____, 1976.

[Signature] City Clerk

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

MAR 30 1976
 2 71511

NO.
 BETTE F. MCCART
 CLERK OF DISTRICT

Pat Kettler
[Signature]

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF STORM WATER DRAIN NO. 28 WITHIN THREE MILES OF THE CORPORATE LIMITS OF 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 STORM WATER DRAIN NO. 28 WITHIN THREE MILES OF THE CORPORATE LIMITS OF THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE, TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Storm Water Drain No. 28; that the improvements shall consist of an open channel storm water drain.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be Seventy Thousand Dollars (\$70,000.00) payable by the improvement district. 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 all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within an improvement district described as follows:

All Lots and Blocks in Part Hereinafter Estates

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be by the square foot. 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 all costs of the improvements of an open channel storm water drain shall be assessed to the improvement district as provided by Section 4 hereof.

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 declared to be as authorized by K. S. A. 1976 Ch. 100, Sec. 1001.

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 cause 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, on this _____ day of _____, 1976.

ATTEST:

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

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

I, _____, Mayor of the City of Wichita, Kansas, do hereby certify that the foregoing is a true and correct copy of the resolution of the governing body of the City of Wichita, Kansas, as the same appears in the official records of the City of Wichita, Kansas.

Wichita, Kansas, MAR 28 1976

Donald C. Gisick City Clerk

STATE OF KANSAS
SEDEWICK COUNTY }
FILED FOR RECORD AT
MAR 30 1976

NO 2 71512
BETIE F. McCART
REGISTERED CLERK

Pat Kettner
Shyung

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE CONSTRUCTION OF SIDEWALK ON BOTH SIDES OF GOEBEL AND BOSTON, FROM HARRY TO TODD STREET INCLUDING INTERSECTION WALKS WEST SIDE TODD STREET, FROM HARRY TO NORTH LINE LOT 7, BLOCK 1, PARK MEADOWS ESTATES, INCLUDING INTERSECTION WALKS; EAST SIDE TODD STREET, FROM HARRY TO NORTH LINE PARK MEADOWS ESTATES INCLUDING INTERSECTION WALKS; BOTH SIDES TODD COURT, FROM TODD STREET TO AND INCLUDING CUL-DE-SAC, INCLUDING INTERSECTION WALKS; BOTH SIDES TODD PLACE, FROM TODD STREET TO TODD STREET, INCLUDING INTERSECTION WALKS; BOTH SIDES TODD PLACE COURT, FROM TODD PLACE TO AND INCLUDING CUL-DE-SAC, INCLUDING INTERSECTION WALKS WITHIN THREE MILES OF THE CORPORATE LIMITS OF 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 SIDEWALK ON BOTH SIDES OF GOEBEL AND BOSTON, FROM HARRY TO TODD STREET INCLUDING INTERSECTION WALKS WEST SIDE TODD STREET, FROM HARRY TO NORTH LINE LOT 7, BLOCK 1, PARK MEADOWS ESTATES, INCLUDING INTERSECTION WALKS; EAST SIDE TODD STREET, FROM HARRY TO NORTH LINE PARK MEADOWS ESTATES, INCLUDING INTERSECTION WALKS; BOTH SIDES TODD COURT, FROM TODD STREET TO AND INCLUDING CUL-DE-SAC, INCLUDING INTERSECTION WALKS; BOTH SIDES TODD PLACE, FROM TODD STREET TO TODD STREET, INCLUDING INTERSECTION WALKS; BOTH SIDES TODD PLACE COURT, FROM TODD PLACE TO AND INCLUDING CUL-DE-SAC, INCLUDING INTERSECTION WALKS WITHIN THREE MILES OF THE CORPORATE LIMITS OF THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

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

Both sides of Goebel and Boston, from Harry to Todd Street including intersection walks west side Todd Street, from Harry to north line Lot 7, Block 1, Park Meadows Estates including intersection walks; East side Todd Street, from Harry to north line Park Meadows Estates, including intersection walks; both sides Todd Court from Todd Street to and including Cul-de-sac, including intersection walks; both sides Todd Place, from Todd Street to Todd Street, including intersection walks; both sides Todd Place Court, from Todd Place to and including Cul-de-sac, including intersection walks. That a Portland cement sidewalk be constructed as aforementioned, said sidewalk shall be four (4) feet in width and four (4) inches in thickness.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be Forty-Three Thousand Five Hundred Dollars (\$43,500.00) payable by the improvement district. Said estimated cost as above setforth 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 4, 5, 6 and 7, Block 1 and all lots in Block 2, 3 and 4 all in Park Meadows Estates

SECTION 4. The method of apportioning the cost of said improvement to the owners of land liable for assessment therefor shall be by the square foot.

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 improvement setforth above is hereby established as authorized by K. S. A. 1974 Supp. 12-693.

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 23 day of March, 1976.

State of Kansas)
Seminole County) ss.

ATTEST:

CITY CLERK
(SEAL)

DONALD C. GISICK

City Clerk of the City of Wichita,
to whom is presented for filing the original
copy of the original copy of the original

Wichita, Kansas, this MAR 23 1976
City Clerk

MAYOR
CONNIE A. PETERS

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

MAR 30 1976

2 71515

NO.
BETTE F. MCCART
REGISTER OF DEEDS

Pat Kettle
Deputy

R#172 1977

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
...22... P.M.
NOV 14 1977

276 PAGE 769

3 58089
NO
BETTE F. MCCARTY
CLERK OF COUNTY

*fat Kattler
Bryant*

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE APPLICATION OF
PETITIONERS FOR THE IMPROVEMENT OF
STREETS IN CERTAIN PLATTED LANDS IN
SEDGWICK COUNTY, KANSAS OUTSIDE THE
LIMITS OF ANY INCORPORATED CITY, to wit:
PARK MEADOW ESTATES ADDITION, SEDGWICK
COUNTY, KANSAS, AND PARK MEADOW ESTATES
SECOND ADDITION, SEDGWICK COUNTY, KANSAS

State of Kansas
County of Sedgwick

I, County Clerk of said County, do hereby
certify this to be a true and correct copy of the
original instrument which is on file or of record
in my office.

Done this 14th day of November, 19 77.
DOROTHY K. WHITE, County Clerk

By Judy Smith Deputy

R E S O L U T I O N

NOW, on this 3 day of August, 1977, come the
owners of land abutting on and fronting on all of the streets,
roads and avenues contained within the following described real
property, to wit:

Park Meadow Estates Addition, Sedgwick County,
Kansas, and Park Meadow Estates Second Addi-
tion, Sedgwick County, Kansas

and present to the Board of County Commissioners of Sedgwick County,
Kansas, a petition signed by all of the owners of all of the land
within such described real property praying that the Board of
County Commissioners, in conformity with K.S.A. 68-728, find that
the construction of curb and gutter and the paving or macadamizing,
including drainage, of the aforesaid streets, roads or avenues,
is necessary and that the Board of County Commissioners, by resolu-
tion, declare such work or improvement necessary to be done.

WHEREFORE, said petition is examined by the Board of County
Commissioners and found to be in due legal form and the Board of
County Commissioners being advised in all the premises finds:

1. That the signers of said petition are the owners
of all the land and front footage of the lots
abutting on or fronting on the streets, roads or
avenues sought to be improved.
2. That such streets, roads and avenues, to wit:
All of those contained in Park Meadow Estates
Addition, Sedgwick County, Kansas, and Park
Meadow Estates Second Addition, Sedgwick County,
Kansas as shown on the recorded plats thereof,
are within Sedgwick County, Kansas and outside
the limits of any incorporated city.
3. That there is no street, road or avenue included
in those which are sought to be improved on which
less than 50 percent of the property abutting or
fronting is platted into lots and blocks.
4. That it is necessary that curb and gutter be con-
structed and paving or macadamizing, including
drainage, be constructed on all of the streets,
and avenues abutting upon and contained in Park
Meadow Estates Addition, Sedgwick County, Kansas,
and Park Meadow Estates Second Addition, Sedgwick
County, Kansas.

ODH County Clerk, Judy Smith

THIRTEENTH, BE IT RESOLVED by the Board of County Commissioners of Sedgwick County, Kansas, in regular session duly assembled on this 14th day of November, 1977, that it is necessary that all of the streets, roads or avenues which abut upon and are contained within Park Meadow Estates Addition, Sedgwick County, Kansas, and Park Meadow Estates Second Addition, Sedgwick County, Kansas, have curb and gutter constructed thereon and that said streets, roads or avenues be paved or macadamized, including drainage.

THEREFORE, BE IT FURTHER RESOLVED that the order employing engineer made the 10th day of November, 1976, be and hereby is ratified and approved.

BE IT RESOLVED that this resolution be published for three consecutive weeks in the official paper of the county; and if the owners of more than one-half of the property liable to taxation for said work shall not within twenty (20) days from the date of such last publication, file with the County Clerk their protest against such improvements, that the Board of County Commissioners shall thereupon cause such streets, roads and avenues to be improved, constructed or built as aforesaid, and to contract therefore, and to levy taxes as provided by law, and now, therefore, all owners of said property liable for taxation therefor take notice hereof.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

BY:

Tom Scott
Chairman

EVERETT PATRICK
Commissioner

John Hale
Commissioner

ATTEST:

Dorothy K. White
County Clerk

(seal)

State of Kansas
County of Sedgwick

I, County Clerk of said County, do hereby certify this to be a true and correct copy of the original instrument which is on file or of record in my office.

Done this 14th day of November, 19 77.
DOROTHY K. WHITE, County Clerk

By Judy Smith, Deputy
Judy Smith

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE CONSTRUCTION OF SIDEWALK ON BOTH SIDES OF GOEBEL AND BOSTON, FROM HARRY TO TODD STREET INCLUDING INTERSECTION WALKS WEST SIDE TODD STREET, FROM HARRY TO NORTH LINE LOT 7, BLOCK 1, PARK MEADOWS ESTATES, INCLUDING INTERSECTION WALKS; EAST SIDE TODD STREET, FROM HARRY TO NORTH LINE PARK MEADOWS ESTATES INCLUDING INTERSECTION WALKS; BOTH SIDES TODD COURT, FROM TODD STREET TO AND INCLUDING CUL-DE-SAC, INCLUDING INTERSECTION WALKS; BOTH SIDES TODD PLACE, FROM TODD STREET TO TODD STREET, INCLUDING INTERSECTION WALKS; BOTH SIDES TODD PLACE COURT, FROM TODD PLACE TO AND INCLUDING CUL-DE-SAC, INCLUDING INTERSECTION WALKS WITHIN THREE MILES OF THE CORPORATE LIMITS OF 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 SIDEWALK ON BOTH SIDES OF GOEBEL AND BOSTON, FROM HARRY TO TODD STREET INCLUDING INTERSECTION WALKS WEST SIDE TODD STREET, FROM HARRY TO NORTH LINE LOT 7, BLOCK 1, PARK MEADOWS ESTATES, INCLUDING INTERSECTION WALKS; EAST SIDE TODD STREET, FROM HARRY TO NORTH LINE PARK MEADOWS ESTATES, INCLUDING INTERSECTION WALKS; BOTH SIDES TODD COURT, FROM TODD STREET TO AND INCLUDING CUL-DE-SAC, INCLUDING INTERSECTION WALKS; BOTH SIDES TODD PLACE, FROM TODD STREET TO TODD STREET, INCLUDING INTERSECTION WALKS; BOTH SIDES TODD PLACE COURT, FROM TODD PLACE TO AND INCLUDING CUL-DE-SAC, INCLUDING INTERSECTION WALKS WITHIN THREE MILES OF THE CORPORATE LIMITS OF THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

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

Both sides of Goebel and Boston, from Harry to Todd Street including intersection walks west side Todd Street, from Harry to north line Lot 7, Block 1, Park Meadows Estates including intersection walks; East side Todd Street, from Harry to north line Park Meadows Estates, including intersection walks; both sides Todd Court from Todd Street to and including Cul-de-sac, including intersection walks; both sides Todd Place, from Todd Street to Todd Street, including intersection walks; both sides Todd Place Court, from Todd Place to and including Cul-de-sac, including intersection walks. That a Portland cement sidewalk be constructed as aforementioned, said sidewalk shall be four (4) feet in width and four (4) inches in thickness.

SECTION 2. That the cost of said improvement provided for in Section 1 hereof is estimated to be Forty-Three Thousand Five Hundred Dollars (\$43,500.00) payable by the improvement district. 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 4, 5, 6 and 7, Block 1 and all Lots in Block 2, 3 and 4 all in Park Meadows Estates

SECTION 4. The method of apportioning the cost of said improvement to the owners of land liable for assessment therefor shall be by the square foot.

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 improvement set forth above is hereby established as authorized by K. S. A. 1974 Supp. 12-693.

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 23 day of March, 1976.

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

i. Dale E. Rea

Deputy City Clerk of the City of Wichita, Kansas, hereby certify that the document to which this is affixed is a true and correct copy of the original on file in the office of the City Clerk. Given under my hand and seal of the City of

Wichita, this

NOV 6 4 1980

Deputy City Clerk

ATTEST:

CITY CLERK

(SEAL)

EDWARD C. GISH

MAYOR

CONNIE A. PETERS

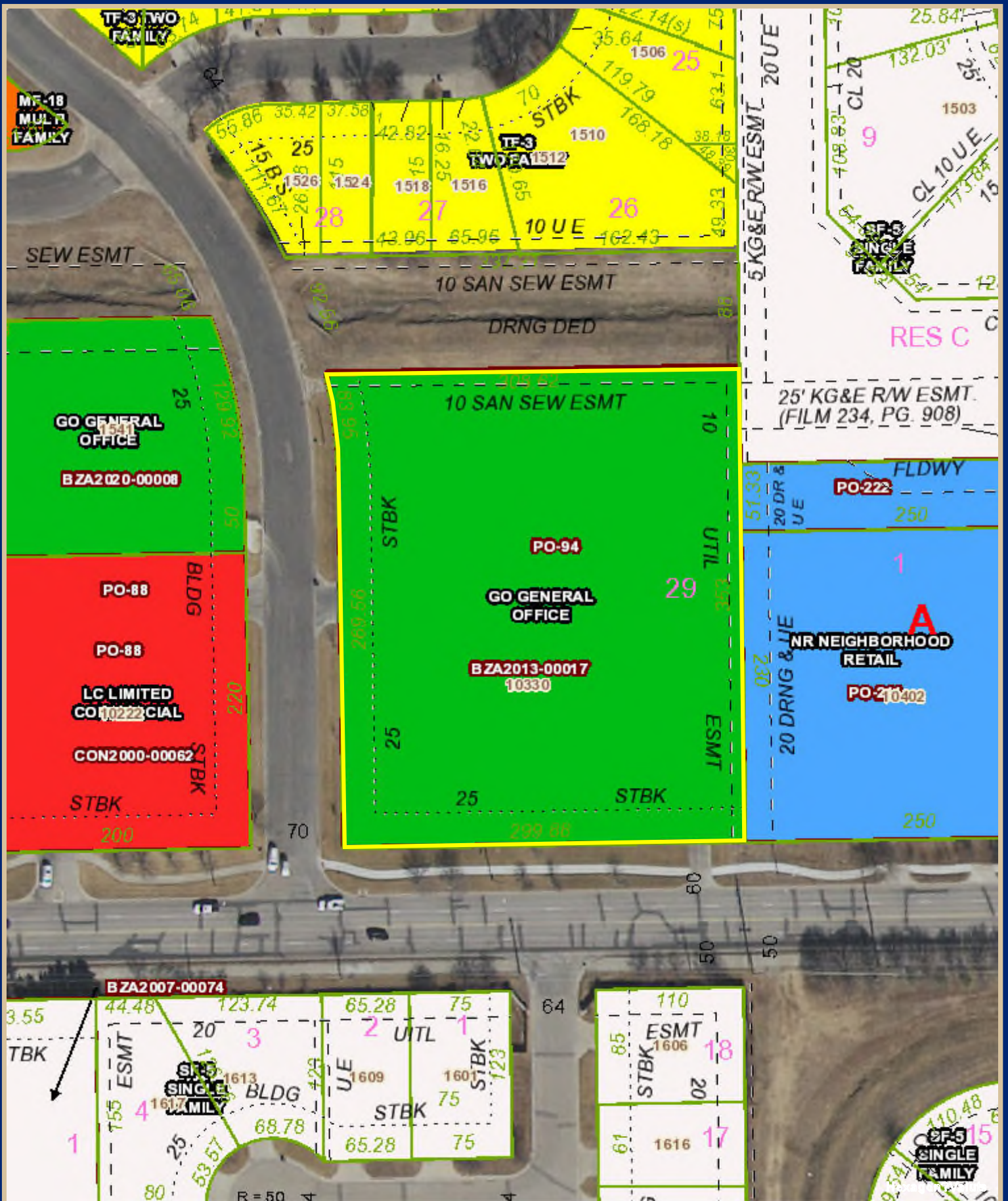
City Clerk

FILM 449 PAGE 1164

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
NOV 12 1980

NO. 5 14850
BETTE F. McCART
REGISTER OF DEEDS

*Lat Kettler
Deputy*



Geographic Information Services
Sedgwick County...
working for you

10330 E. Harry St, Wichita, KS

Zoning - GO General Office

Exported: 5/13/2020 at 11:33 AM



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mi
1 inch = 94 feet

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.
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Geographic Information Services
Sedgwick County...
working for you

10330 E. Harry St, Wichita, KS

Aerial

Exported: 5/13/2020 at 11:31 AM

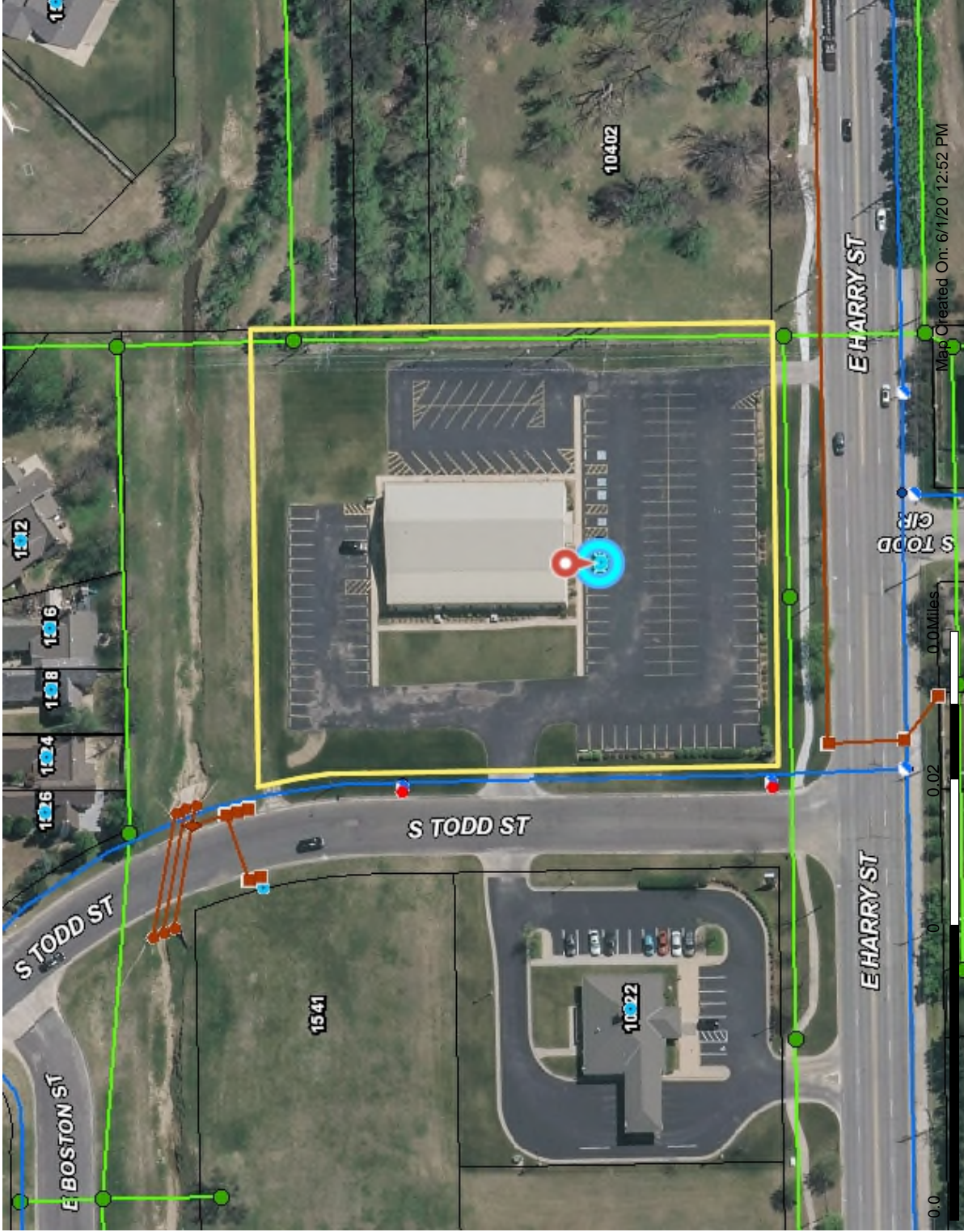


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mi
1 inch = 94 feet

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map. The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.
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10330 E. Harry St., Wichita, KS 67207 - Utility Map



Legend

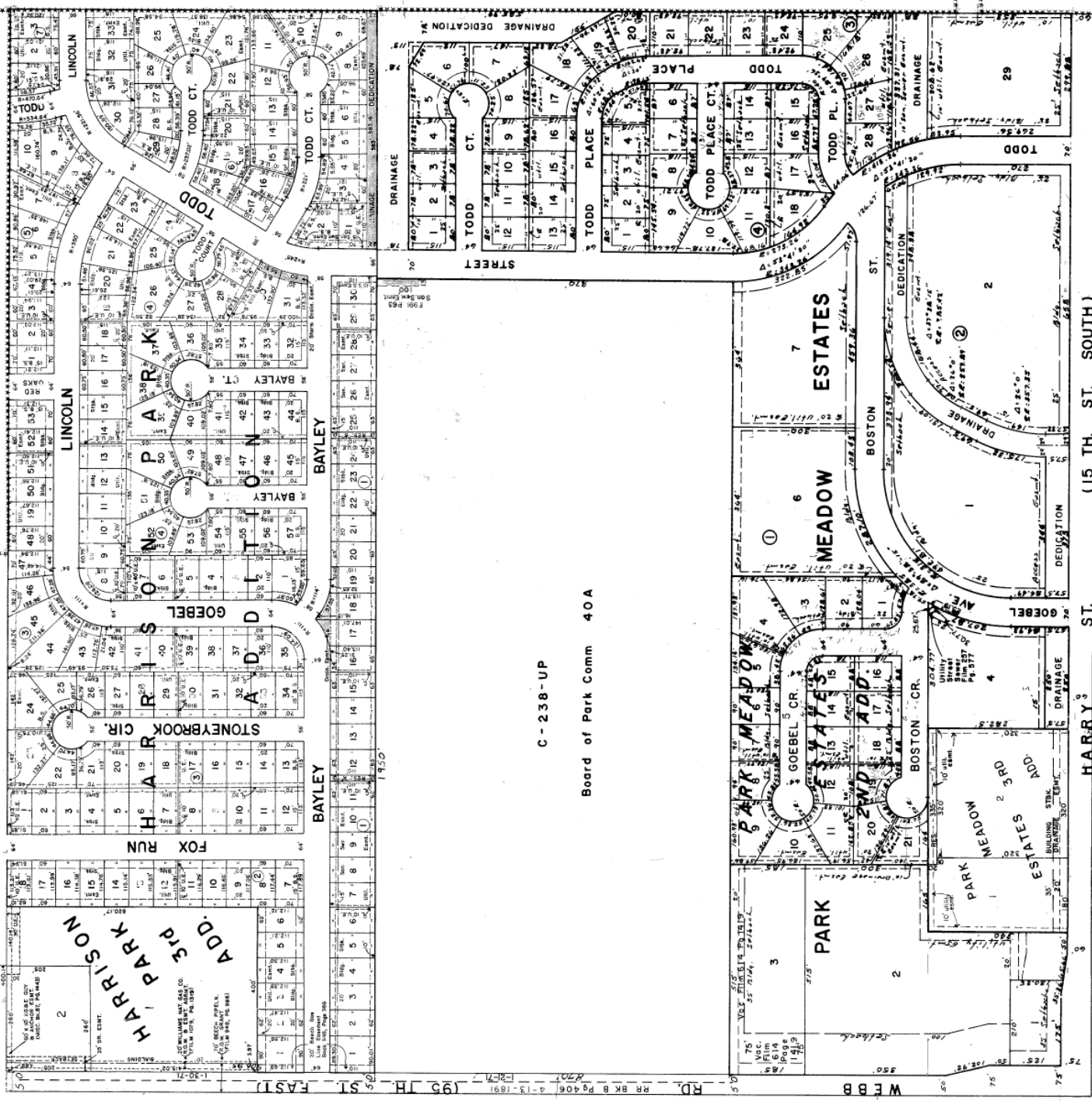
- Storm Structures
 - Manhole
 - Inlet
 - Outfall
 - Other
- Headwalls
- City BMPs
- Private Non-City BMPs
- Storm Conduit
- Open Channel Structures
- Open Channel Conduit
- Water Hydrants
- Water Valves
- Water Service Taps
- Backflow Devices
- Water Nodes
- Water Mains
- Sewer Manholes
- Sewer Mains
- Parcels
- Andover 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: 1,200



S.W. 1/4 SEC. 28, TWP. 27 S., R. 2 E.



TERMS AND CONDITIONS

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

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

protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.

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

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

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

THE BUYER CAN GENERALLY EXPECT TO PAY

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

