



Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title, LLC	Buyer:	A legal entity to be determined
Issuing Office:	727 N Waco Ave Ste 300 Wichita, KS 67203	Title Contact:	Josh Troyer 727 N Waco Ave Wichita, KS 67203 Ste 300 (316) 293-1665 (Work) (316) 267-8115 (Work Fax) jtroyer@security1st.com
ALTA Universal ID:	1010831		
Loan ID Number:			
Commitment No.:	C-JT3033840-DB		
Property Address:	3632 S. Rock Rd.; 3636 S. Rock Rd. Wichita, KS 67210		

SCHEDULE A

1. Commitment Date:

06/16/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A legal entity to be determined

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Shirley Murry, Richard Lyons, and Timothy Lyons

5. The Land is described as follows:

The north 20 acres of the North Half of the Southwest Quarter of Section 8, Township 28 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Security 1st Title, LLC

By:



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

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.
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, and recorded in the Public Records.
5. **For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in the Conditions, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
6. **File a Warranty Deed from Shirley Murry, Richard Lyons, and Timothy Lyons, each stating marital status and joined by spouse, if any, to a buyer to be determined.**
7. **Recording 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: 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.

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

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 at Date of Policy.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the fiscal year 2022 in the original amount of \$666.69, PAID.**

**Property I.D. # GY-00039-001A
PIN # 00265482 (N 100' of subject property)**

A copy of the above may be accessed by internal link Image [3244960](#)

8. **General taxes and special assessments for the fiscal year 2022 in the original amount of \$1,847.09, PAID.**

**Property I.D. # GY-00039-0001
PIN # 00265481 (Remainder of subject property)**

A copy of the above may be accessed by internal link Image [3244961](#)

9. **Roadway easement, if any, over the west 30 feet of subject property.**
10. **An easement for highway right-of-way, recorded as Misc. Book 525, Page [439](#).
In favor of: Board of County Commissioners of Sedgwick County, Kansas
Affects: the east 25 feet of the west 55 feet of subject property**
11. **An easement for pipe lines and appurtenances recorded in/on Film 158, Page [559](#).**
12. **An easement for highway right-of-way, recorded as Film 1094, Page [585](#).
In favor of: Sedgwick County, Kansas
Affects: the east 10 feet of the west 65 feet of the north 100 feet of subject property**

13. An easement for highway right-of-way, recorded as Film 1094, Page [587](#).
In favor of: Sedgwick County, Kansas
Affects: the east 10 feet of the west 65 feet of the south 230 feet of subject property
14. An easement for temporary construction of sanitary sewer recorded in/on Doc#/Flm-Pg: [30208676](#).
15. An easement for sanitary sewer recorded in/on Doc#/Flm-Pg: [30208677](#).
16. Terms and provisions of the oil and gas leases executed between E.M. Hensley and Albirdie Hensley, lessor, and Union Oil Co., lessee, filed March 10, 1917 recorded in/on Misc. Book L, Page [555](#), together with all subsequent assignments and conveyances.

NOTE: If there is no production of oil and gas from all of the property covered by the above lease, if any set terms including options to renew in the lease have expired, and we are furnished with a properly executed affidavit of Non-Production, the above exception will not appear on the policy to be issued.

17. Rights or claims of parties in possession not shown by the public records.

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

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions

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First American Title™

Commitment for Title Insurance
Kansas - 2021 v. 01.00 (07-01-2021)

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
First American Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE INSURANCE COMPANY, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

**Issuing Agent: Security 1st Title,
LLC**

 Security 1st Title

Josh Troyer
727 N Waco Ave
Wichita, KS 67203
Ste 300
(316) 293-1665 (Work)
(316) 267-8115 (Work Fax)
jtroyer@security1st.com

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

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- i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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RIGHT OF WAY AGREEMENT

WHEREAS, It becomes necessary in the reconstruction and maintenance of Highway 831 S¹/₂ S to N¹/₂ DD

for Sedgwick County, State of Kansas, Party of the First Part, to widen, improve and/or change location of said highway in N¹/₂ SW¹/₄ Section 8, Twp. 28-S, Range 2-E, and said widening, improving and/or change of location requires new and additional right of way in the above section, township and range as follows:

The East 25 feet of the West 55 feet of the N¹/₂ SW¹/₄, Sec. 8, T 28-S, R 2-E; Except the North 220 feet of the West 990 feet, containing 0.63 Acre, AND The East 25 feet of the West 55 feet a tract beginning at the Northwest corner of the SW¹/₄, Sec. 8, T 28-S, R 2-E; thence East 990 feet; thence South 220 feet; thence West 990 feet; thence North 220 feet to point of beginning, containing 0.13 Acre and containing a total of 0.76 Acre.

AND WHEREAS, Garland T. Scott, 6202 East 10th, Wichita 8, Kansas

Party of the Second Part, is the rightful owner of, or legal agent for, the above property.

THE PARTIES HERETO AGREE as follows: That the party of the second part, for himself, his heirs, executors, administrators, and assigns for the consideration of Ninety Seven Dollars 28 Cents, (\$ 97.28), and other valuable considerations as follows:

Pull and burn hedge, do not build fence, Sedgwick County will allow Mr Scott \$250.00 for not building fence,

0.76 Acre Land	97.28
Allowance for fence	250.00
Yard Damage	750.00
Total	\$ 1097.28

Check with Mr Scott about electric lines in front yard, also check sewer laterals,

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

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

IN WITNESS WHEREOF, the parties hereto have set their hand this 3rd day of September, 1963.

WITNESS:

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
1110 4 M

SEP-17-1963

NO. 10152

RUFUS E. DEERING
REGISTER OF DEEDS

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

KANSAS FORM OF ACKNOWLEDGMENT

252 433

STATE OF KANSAS }
County of Sedgwick }

BE IT REMEMBERED, That on this 3rd day of September, in the year of
our Lord one thousand nine hundred and Sixty-three, before me, a Notary Public,
in and for said county and state, came Garland T. Scott and
----- to me personally known to be the
identical person who executed the above and foregoing instrument, and who each duly acknowl-
edged the execution of the same.

In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires February 13, 1964

HOWARD C. LASWELL.

Notary Public

[illegible]

NOVEL TABLETS

QUICK AFTER ALL SCOTT FRONT OF COLTS JAMES IN LEADS LONG, TWO OTHER

[illegible]

No.-----

Right of Way Agreement

FROM

Garland T. Scott

TO

SEDGEWICK COUNTY, KANSAS

Date **3rd September**, 19**63**

SW **1/4**

Section **8**, Township **28S**, Range **2E**

This instrument was filed for record on the _____ day of _____, 19____.

at _____, _____, and duly recorded in _____ at Page _____.

Book _____

Register of Deeds

W72-3576

CONFIDENTIAL - O-13 VALUE WED 06/08/97 10:00 AM

[illegible]

THE HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA

[illegible]

-----101 2- (LARRY COOPER'S) STATE OF MICHIGAN, COUNTY OF LANSING, CITY OF DETROIT, MICHIGAN, DECEMBER 1, 1964

ALTERNATIVE 1: resource potential in the ecosystem and importance of timber. 037 00 0 00 0 0 0 0

GA-32-T

2

RIGHT OF MAX VEREWEY

1990

EASEMENT

Project _____
Parcel No. S-R-15

Pipe Lines and Appurtenances

Know all men by these presents that I, the undersigned,
do hereby GRANT and CONVEY to

the undersigned, herein designated Grantor, owner of the hereinafter described lands, for a valuable consideration the receipt of which is hereby acknowledged, does hereby GRANT and CONVEY to the City of Wichita

herein designated Grantee, a perpetual easement and right of way upon, through, under, over and across the hereinafter described real property for the installation, construction, operation, maintenance, repair, replacement, and reconstruction of pipe lines and/or mains, manholes, lateral pipe lines, and all structures incidental thereto, together with the perpetual right to remove buildings, structures, trees, bushes, undergrowth, flowers, and any other obstructions interfering with the use of said easement and right of way by Grantee, its successors or assigns and in addition thereto, to remove soil and other materials within said right of way and to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary in the construction, reconstruction and maintenance of said pipe lines or structures incidental thereto.

To have and to hold said easement and right of way unto itself and unto its successors and assigns forever, together with the right to convey said easement, or any portion of said easement, to other public agencies.

The real property referred to herein and made subject to said easement and right of way by this grant is situated in the Sedgwick, State of Kansas, and is particularly described as follows:

The North 20 acres of the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 8, Township 28, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

STATE OF KANSAS } ss
SEDGWICK COUNTY }
FILED FOR RECORD AT
SEP 18 1975
NO. 2 47988
BETTE F. McCART
REGISTER OF DEEDS

The Grantor may, at his own risk, use the surface of the above described real property in a manner that will not interfere with or be detrimental to the use of said easement and right of way by Grantee, its successors and assigns, provided no trees shall be planted or grown thereon.

The Grantor hereby covenants and agrees for himself, his heirs, successors and assigns, that there shall not be constructed or maintained upon the above described real property or within said easement and right of way any building or structure of any nature or kind that will interfere with the use of said easement and right of way by Grantee, its successors or assigns, or that will interfere with the ingress or egress along said easement by said Grantee its successors or assigns.

7TB 30174

5.00

The Grantee hereby covenants and agrees for itself, its successors and assigns, not to prevent the Grantor, his successors or assigns, from crossing over said real property and agrees that the Grantor, his heirs, successors and assigns may enjoy the continued use of the surface of said real property herein described, subject to the conditions above stated; and the Grantee hereby covenants and agrees that after the installation of any pipe line by it in any excavation made by it in the above described easement and right of way it will backfill any such excavation made by it so as to fill said excavation as nearly as practicable to the level of the surrounding ground, and will replace any oiled, asphalt or concrete surface with like material and will replace any fence removed by it.

(As used above, the term "grantor" shall include the plural as well as the singular number and the words "himself" and "his" shall include the feminine and neuter gender as the case may be.)

Executed this 15th day of Sept, 1975

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

Flutcher D. Lyons

Lee Eddie Lyons

STATE OF
COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid Flutcher D. Lyons & Lee Eddie Lyons

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

Dated at Wichita, this 15 day of Sept, 1975

Notary Public

My Commission expires 9-16-78 William T. Anderson

SUBORDINATION AND CONSENT TO EASEMENT

WHEREAS, Flutcher D. Lyons & Lee Eddie Lyons,
on 15 September, 1975, executed a certain easement to
City of Wichita
for pipeline purposes

which easement covered land in the County of Sedgwick, State
of Kansas, described as follows:

North 20 acres of the North Half of the Southwest Quarter
of Section 8, Township 28, Range 2 East.

Mid-Kansas Federal
NOW, THEREFORE, Savings & Loan Assoc. of Wichita, the holder
and owner of a real estate mortgage recorded in Book 61, Page 1070
of the mortgage records of Sedgwick County, State of Kansas, for
a valuable consideration, the receipt of which is hereby acknowledged,
hereby consents to the terms and provisions of said easement aforesaid
and subordinates thereto its lien, insofar as it pertains to the above
described property.

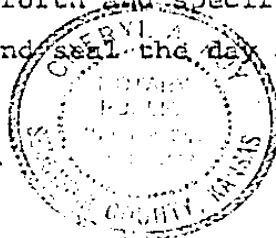
Max L. Herzet
Max L. Herzet

STATE OF Kansas }
COUNTY OF Sedgwick } SS

Before me, the undersigne, a Notary Public in and for said County
and State, on this 17th day of September, 1975, personally
appeared Max L. Herzet to me personally known and known
to me to be the identical person who subscribed the name of the maker
thereof to the foregoing instrument as its Vice President, and he
being by me duly sworn did say that he is such officer and that the
seal affixed to said instrument is the corporate seal of said corpor-
ation and that the same was signed and sealed in behalf of said cor-
poration by authority of its board of directors, and he acknowledged
to me that he executed the same as his free and voluntary act and deed,
and as the free and voluntary act and deed of such corporation, for the
uses and purposes set forth and specified therein.

WITNESS my hand and seal the day and year last above written.

My commission expires:
Feb 12, 1978



Cheryl A. Roy
Cheryl A. Roy Notary Public

RIGHT OF WAY AGREEMENT

WHEREAS, It becomes necessary in the reconstruction and maintenance of Highway E31-T
 for Sedgwick County, State of KANSAS, Party of the Second Part, to widen, improve and/or
 change location of said highway in SW1 Section 8, Twp. 28S, Range 2E,
 of the 6th Principal Meridian, Sedgwick County, Kansas and said widening, improving and/or change
 of location requires new and additional right of way in the above section, township and range as
 follows:

SW1, Sec. 8, T28S, R2E

A tract of land described as the east 10 feet of the west
 65 feet of the north 100 feet of the Southwest Quarter of
 Section 8, Township 28 South, Range 2 East of the 6th P.M.,
 Sedgwick County, Kansas; said tract containing 1000 square
 feet or a total of 0.02 acres more or less.

STATE OF KANSAS } SS
 SEDGWICK COUNTY }
 FILED IN RECORD AT
 11-20-90

FEB 16 30 1052262

PAT KETTLER
 REGISTER OF DEEDS

*Ed Reed
 Deputy*

AND WHEREAS, Flutcher D. Lyons, ETUX, 3636 S. Rock Rd., Wichita, KS
 67210

Party of the First Part, is the rightful owner of, or legal agent for, the above property.

THE PARTIES HERETO AGREE as follows: That the party of the first part, for himself, his heirs,
 One thousand one hundred twenty five
 executors, administrators, and assigns for the consideration of _____ Dollars

No _____ Cents, (\$ ***1,125.00***), and other valuable considerations as follows:

Payment includes compensation for trees and for fence to be removed from the
 new right of way by the property owner.

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

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

DATED THIS 31st DAY OF January, 19 90.

PARTY OF THE FIRST PART

Flutcher D. Lyons
 Flutcher D. Lyons

Lee Eddie Lyons
 Lee Eddie Lyons

County clerk

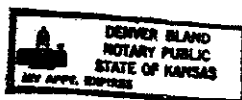
STATE OF KANSAS
SEDGWICK COUNTY) 23

I hereby certify that on this 31st day of January, 1990, before

me the undersigned, a Notary Public in and for the County and State aforesaid, came
Flutcher D. Lyons and Lee Eddie Lyons, husband and wife

to me personally known to be the same persons _____ who signed and executed the above and foregoing instrument and duly acknowledged the execution of the same.

WITNESS my hand and Notary Seal on the day and date last above written.



Denver Bland
Denver Bland NOTARY PUBLIC

My appointment expires February 13, 1992

SUBMITTED TO THE OFFICE OF COUNTY ENGINEER AND THE BOARD OF COUNTY COMMISSIONERS FOR APPROVAL ON February 14, 1990

APPROVED BY:

PARTY OF THE SECOND PART
SEDGWICK COUNTY COMMISSIONERS

David C. Spears
David C. Spears, P.E.
DIRECTOR, BUREAU OF PUBLIC SERVICES/
COUNTY ENGINEER

Mark F. Schroeder
Mark F. Schroeder
CHAIRMAN

ATTEST:


Don Wright
Don Wright
COUNTY CLERK

APPROVED AS TO FORM ONLY:

Richard A. Euson
Richard A. Euson
ASSISTANT COUNTY COUNSELOR

RIGHT OF WAY AGREEMENT

WHEREAS, It becomes necessary in the reconstruction and maintenance of Highway 831-T
for Sedgwick County, State of Kansas, Party of the Second Part, to widen, improve and/or
change location of said highway in SW 1/4 Section 8, Twp. 28S, Range 2E
of the 6th Principal Meridian, Sedgwick County, Kansas and said widening, improving and/or change
of location requires new and additional right of way in the above section, township and range as
follows:

SW 1/4, Sec. 8, T28S, R2E

A tract of land described as the east 10 feet of the west
65 feet of the south 230 feet of the north 330 feet of
the southwest Quarter of Section 8, Township 28 South,
Range 2 East of the 6th P.M., Sedgwick County, Kansas;
said tract containing 2300 square feet or a total of 0.05
acres more or less.

STATE OF KANSAS } ss
SEDGWICK COUNTY }
FILED FOR RECORD AT
11-30-04

FEB 16 1905 2263

PAT KETTLER
REGISTER OF DEEDS

*Ed Reed
Deputy*

AND WHEREAS, Flutcher D. Lyons, ETUX, 3636 S. Rock Rd., Wichita, KS

67210

Party of the First Part, is the rightful owner of, or legal agent for, the above property.

THE PARTIES HERETO AGREE as follows: That the party of the first part, for himself, his heirs,
executors, administrators, and assigns for the consideration of Two thousand two hundred fifty Dollars
no Cents, (\$ ***2,250.00***), and other valuable considerations as follows:

Payment includes compensation for trees and shrubs and for fence to be removed
from the new right of way by the property owner.

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

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

DATED THIS 31st DAY OF January, 19 99.

PARTY OF THE FIRST PART

Flutcher D. Lyons
Flutcher D. Lyons

Lee Eddie Lyons
Lee Eddie Lyons

County Clerk

STATE OF KANSAS
SEDGWICK COUNTY)

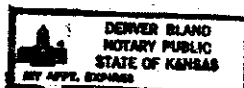
I hereby certify that on this 21st day of January, 1990, before

me the undersigned, a Notary Public in and for the County and State aforesaid, came

Flutcher D. Lyons and Lee Eddie Lyons, husband and wife

to me personally known to be the same person ^s who signed and executed the above and foregoing instrument and duly acknowledged the execution of the same.

WITNESS my hand and Notary Seal on the day and date last above written.



Denver Bland
Denver Bland NOTARY PUBLIC

My appointment expires February 13, 1992

SUBMITTED TO THE OFFICE OF COUNTY ENGINEER AND THE BOARD OF COUNTY COMMISSIONERS FOR APPROVAL ON February 14, 1990

APPROVED BY:

PARTY OF THE SECOND PART
SEDGWICK COUNTY COMMISSIONERS

David C. Spears
David C. Spears, P.E.
DIRECTOR, BUREAU OF PUBLIC SERVICES/
COUNTY ENGINEER

Mark F. Schroeder
Mark F. Schroeder
CHAIRMAN

ATTEST:

Don Wright
Don Wright
COUNTY CLERK

APPROVED AS TO FORM ONLY:

Richard A. Euson
Richard A. Euson
ASSISTANT COUNTY COUNSELOR



Sedgwick County
Register of Deeds - Tonya Buckingham

Doc. #/Flm-Pg: 30208676

Receipt #: 2355438
Pages Recorded: 6

Recording Fee: \$106.00

Cashier: BFlowers

Authorized By: *Tonya Buckingham*

Date Recorded: 12/06/2022 01:45:15 PM



TEMPORARY EASEMENT

THIS EASEMENT made this 1ST day of DECEMBER, 2022, by and between Shirley A. Murry, a single person, Richard L. Lyons and Kamika D. Lyons, husband and wife, Timothy L. Lyons and Jimetta L. Lyons, husband and wife, collectively Grantors, and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee, a temporary construction easement for the purpose of constructing and installing a sanitary sewer line and any appurtenances thereto, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

See attached **EXHIBIT A** for legal description

Said temporary construction easement shall automatically expire at the end of construction and acceptance of the sanitary sewer system by the City of Wichita.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time during the duration of said temporary easement for the purpose of constructing, operating, maintaining, and repairing said sanitary sewer line utility and any appurtenances thereto beginning the date this easement is executed.

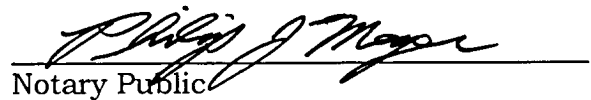
Temporary Easement

IN WITNESS WHEREOF, the Grantors have signed this document the day and year first written.

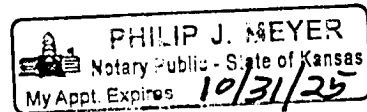

Shirley A. Murry

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

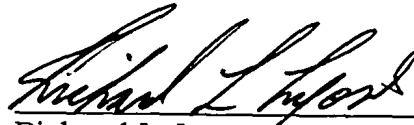
This instrument was acknowledged before me on DECEMBER 12, 2022, by Shirley A. Murry, a single person.

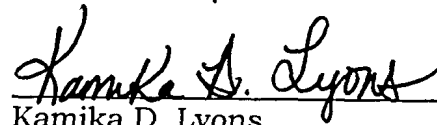

Notary Public

My Appointment Expires: 10/31/25



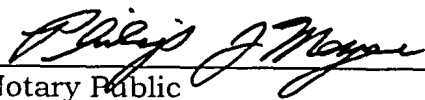
Temporary Easement


Richard L. Lyons

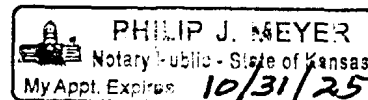

Kamika D. Lyons

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

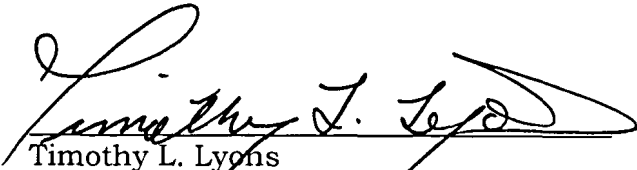
This instrument was acknowledged before me on DECEMBER 1st,
2022, by Richard L. Lyons and Kamika D. Lyons, husband and wife.

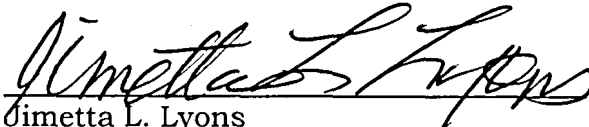

Notary Public

My Appointment Expires: 10/31/25



Temporary Easement


Timothy L. Lyons

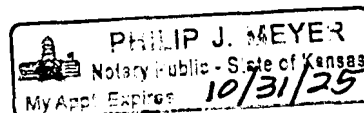

Jimetta L. Lyons

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on DECEMBER 1ST,
2022, by Timothy L. Lyons and Jimetta L. Lyons, husband and wife.


Notary Public

My Appointment Expires: 10/31/25



Reviewed and approved by the City Engineer:

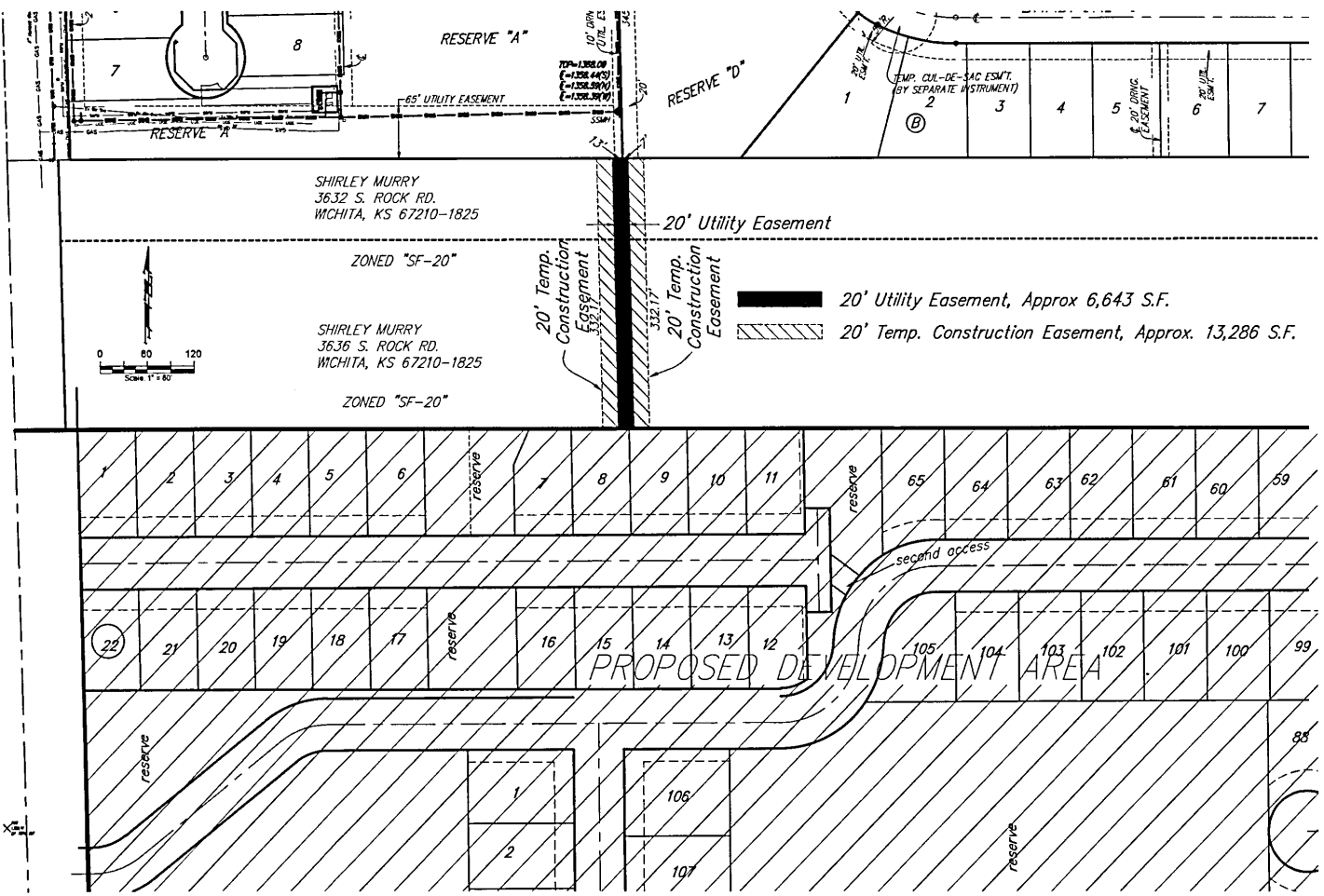

f. Gary Janzen, PE

EXHIBIT A

Legal Description of Temporary Easement

That part of the North 20.00 Acres of the North Half of the Southwest Quarter of Section 8, Township 28 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the southeast corner of Reserve "A", Rocky Ford Addition, Wichita, Sedgwick County, Kansas, said southeast corner also being the southwest corner of Reserve "D", Rocky Ford 2nd Addition, Wichita, Sedgwick County, Kansas, said corners also lying on the north line of the North Half of said Southwest Quarter; thence easterly coincident with the south line of said Reserve "D", (and coincident with the north line of said North 20.00 Acres), a distance of 7.00 feet for a point of beginning; thence continuing easterly coincident with the south line of said Reserve "D", a distance of 20.00 feet; thence southerly parallel with the southerly prolongation of the lot line common to said Reserves "A" and "D", a distance of 332.17 feet to the intersection with the south line of said North 20.00 Acres; thence westerly coincident with the south line of said North 20.00 Acres, a distance of 20.00 feet; thence northerly parallel with the southerly prolongation of the lot line common to said Reserves "A" and "D", a distance of 332.17 feet to the point of beginning, TOGETHER with that part of said North 20.00 Acres described as follows: Commencing at the southeast corner of said Reserve "A"; thence westerly coincident with the south line of said Reserve "A", (and coincident with the north line of said North 20.00 Acres), a distance of 13.00 feet for a point of beginning; thence southerly parallel with the southerly prolongation of the lot line common to said Reserves "A" and "D", a distance of 332.17 feet to the intersection with the south line of said North 20.00 Acres; thence westerly coincident with the south line of said North 20.00 Acres, a distance of 20.00 feet; thence northerly parallel with the southerly prolongation of the lot line common to said Reserves "A" and "D", a distance of 332.17 feet to the intersection with the south line of said Reserve "A"; thence easterly coincident with the south line of said Reserve "A", a distance of 20.00 feet to the point of beginning.

UTILITY EASEMENT EXHIBIT
3632 & 3636 S. ROCK RD.
WICHITA, SEDGWICK COUNTY, KANSAS





Sedgwick County
Register of Deeds - Tonya Buckingham
Doc.#/Flm-Pg: 30208677

Receipt #: 2355438
Pages Recorded: 5

Recording Fee: \$89.00

Cashier: BFlowers

Authorized By: *Tonya Buckingham*

Date Recorded: 12/06/2022 01:45:16 PM



SANITARY SEWER EASEMENT

THIS EASEMENT made this 1st day of DECEMBER, 2022, by and between, Shirley A. Murry, a single person, Richard L. Lyons and Kamika D. Lyons, husband and wife, and Timothy L. Lyons and Jimetta L. Lyons, husband and wife, collectively Grantors, and the City of Wichita, Kansas, a municipal corporation, Grantee.

WITNESSETH: That the Grantors, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a perpetual easement for the purpose of constructing, operating, maintaining, and repairing a sanitary sewer system, and any appurtenances thereto, over, along, and under the following described real estate situated in Sedgwick County, Kansas, to-wit:

That part of the North 20.00 Acres of the North Half of the Southwest Quarter of Section 8, Township 28 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of Reserve "A", Rocky Ford Addition, Wichita, Sedgwick County, Kansas, said southeast corner also being the southwest corner of Reserve "D", Rocky Ford 2nd Addition, Wichita, Sedgwick County, Kansas, said corners also lying on the north line of the North Half of said Southwest Quarter; thence easterly coincident with the south line of said Reserve "D", (and coincident with the north line of said North 20.00 Acres), a distance of 7.00 feet; thence southerly parallel with the southerly prolongation of the lot line common to said Reserves "A" and "D", a distance of 332.17 feet to the intersection with the south line of said North 20.00 Acres; thence westerly coincident with the south line of said North 20.00 Acres, a distance of 20.00 feet; thence northerly parallel with the southerly prolongation of the lot line common to said Reserves "A" and "D", a distance of 332.17 feet to the intersection with the south line of said Reserve "A"; thence easterly coincident with the south line of said Reserve "A", (and coincident with the north line of said North 20.00 Acres), a distance of 13.00 feet to the point of beginning.

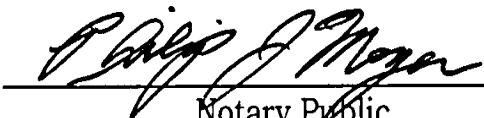
And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sanitary sewer system, and any appurtenances thereto.

IN WITNESS WHEREOF: The said Grantors have signed this document the day and year first written.


Shirley A. Murry

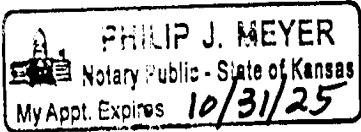
STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

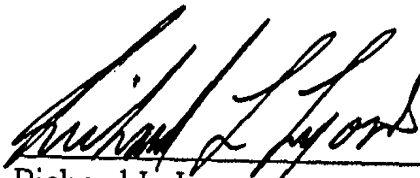
This instrument was acknowledged before me on DEC. 1st, 2022, by Shirley A. Murry, a single person.

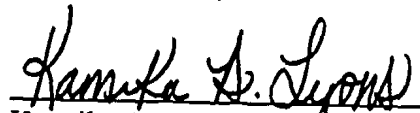

Notary Public

(seal)

(My Appointment Expires: 10/31/25)




Richard L. Lyons

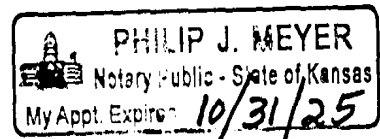

Kamika D. Lyons

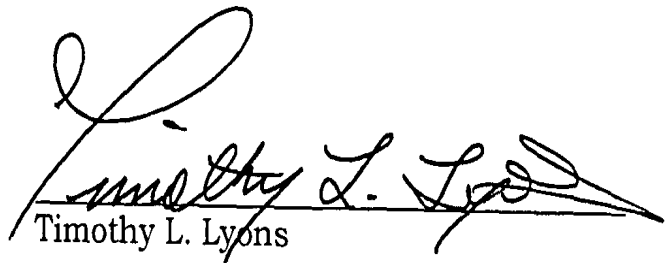
STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

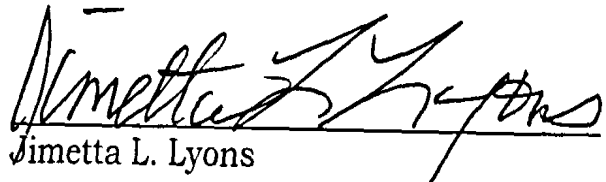
This instrument was acknowledged before me on DECEMBER 13²,
2022, by Richard L. Lyons and Kamika D. Lyons, husband and wife.


Notary Public

My Appointment Expires: 10/31/25

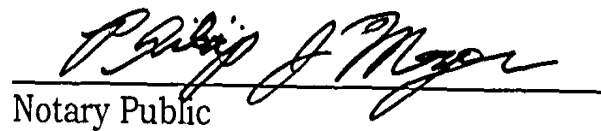



Timothy L. Lyons

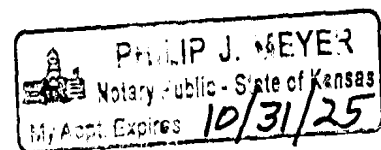

Jimetta L. Lyons

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

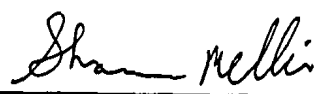
This instrument was acknowledged before me on DECEMBER 1ST,
2022, by Timothy L. Lyons and Jimetta L. Lyons, husband and wife.


Notary Public

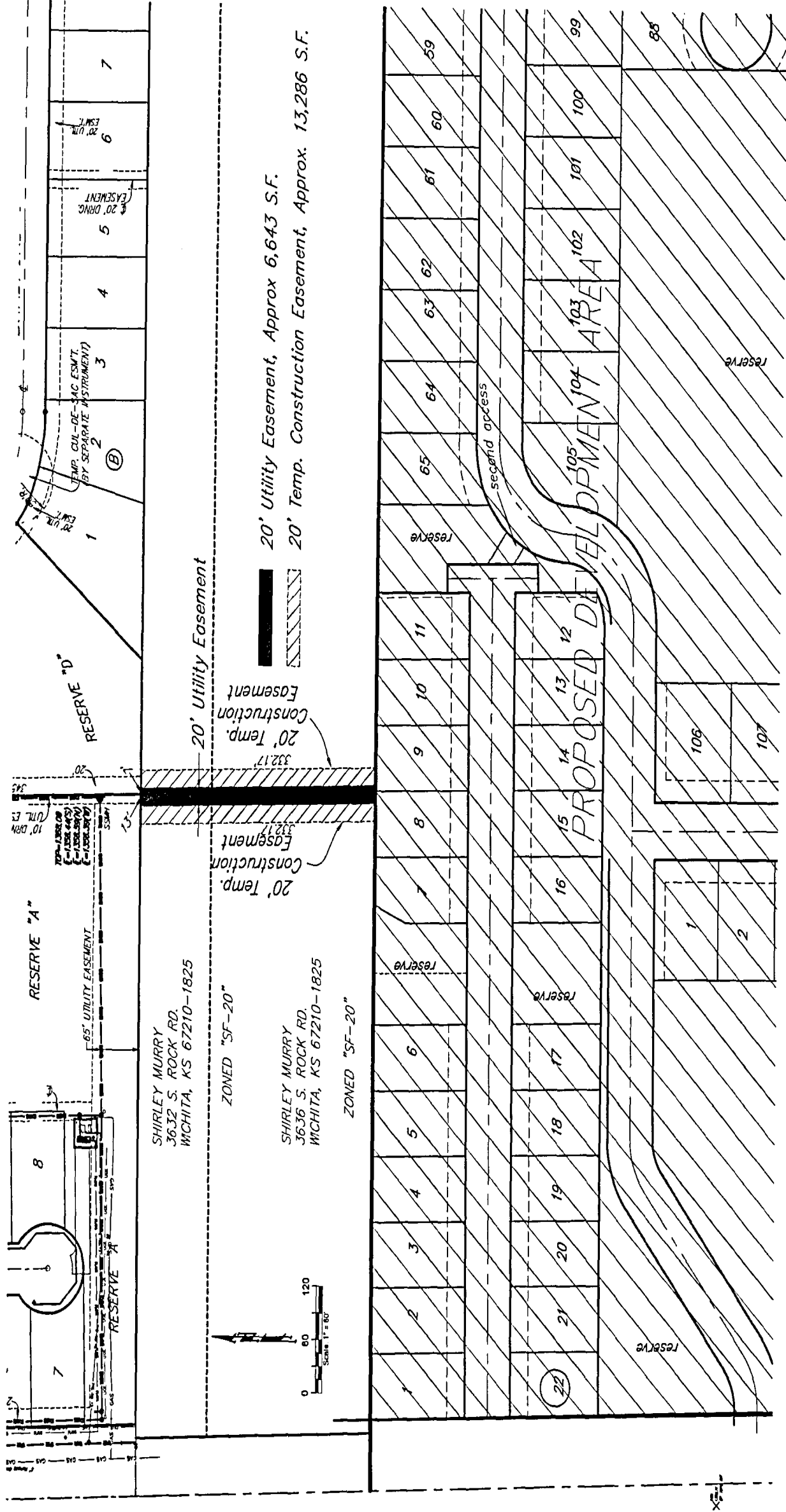
My Appointment Expires: 10/31/25



Reviewed and approved by the City Engineer:


for Gary Janzen, PE

3632 & 3636 S. ROCK RD.
WICHITA, SEDGWICK COUNTY, KANSAS



BAUGHMAN COMPANY
315 Ellis St. Wichita, KS 67211 316-262-7277
BaughmanCo.com