



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: **Braden McCurdy**
Email: **sfrost@mccurdyauction.com;**
joxborrow@mccurdyauction.com;
bmccurdy@mccurdyauction.com

Report No: **2455314**

Report Effective Date: **May 25, 2021, at 7:30 a.m.**

Property Address: **No Situs Address, Wichita, KS 67218**

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

WBBSI, LLC, a Kansas limited liability company

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

Lot 8, Block 1, Replat of Part of Spencer Gardens Addition, Wichita, 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.



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

Phone: **316-293-1665**, Email: **jtroyer@security1st.com**

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, delivered, and recorded in the Public Records.
5. **We have a copy of the Articles of Organization dated December 14, 2010 and a copy of the Operating Agreement dated December 14, 2010 of WBBSI, LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**
6. **Any instrument to be executed by WBBSI, LLC must:**
 - a. Be executed in the limited liability company's name, and
 - b. Be signed by Thomas W. Boyd and Michael J. Boyd, Managers.**Alternatively, one manager may sign with the separate written consent of the remaining manager.**
7. **File a Warranty Deed from WBBSI, LLC, a Kansas limited liability company, to a buyer to be determined.**
8. **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



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Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

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

4. If asked to issue a title insurance commitment for a potential buyer of the subject property, the commitment would include the following exceptions, along with any other matters that may arise after the date of this report:
 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
 2. Rights or claims of parties in possession not shown by the Public Records
 3. Easements, or claims of easements, not shown by the Public Records
 4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
 5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
 7. **General taxes and special assessments for the fiscal year 2020 in the original amount of \$1,638.20, PAID.**
Property I.D. # C-57300
PIN #00509195
 8. **Special taxes and assessments now assessed or levied, but payable in future installments, to-wit:**

Property ID# C-57300



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**SWS #552-Outstanding Amount \$3,474.09; Pays out in 2026;
Amount due in 2021, \$579.01**

**Weed Cutting-Outstanding Amount \$174.42; Pays out in 2021;
Amount due in 2021, \$174.42**

9. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: building setback lines, easements, drainage reserve, access controls and minimum finish floor requirements.
10. The following recitals contained on the recorded plat of Replat of Part of Spencer Gardens Addition:
 - a. A drainage plan has been developed for the plat. All drainage easements, right of way, or reserves shall remain at established grades or as modified with the approval of the applicable City or County Engineer, and unobstructed to allow for the conveyance of stormwater.
 - b. This property is subject to the restrictions of Community Unit Plan D.P. 93 on file with the Metropolitan Area Planning Dept.
11. The terms and provisions contained in the document entitled "Easement for Drainage of Surface Water" recorded as Film 372, Page 224.
12. The terms and provisions contained in the document entitled "Cross Lot Drainage Agreement" recorded as Film 2217, Page 1379.
13. The terms and provisions contained in the document entitled "Notice of Community Unit Plan" recorded as Film 2217, Page 1382.
14. The terms and provisions contained in the document entitled "Declaration of Easements, Covenants and Restrictions" recorded as Film 2217, Page 1383.
15. The terms and provisions contained in the document entitled "Grant of Joint Access Easement" recorded as Film 2217, Page 1391.
16. The terms and provisions contained in the document entitled "Cross-Lot Access Easement" recorded as Film 2217, Page 1393.
17. An easement for navigable airspace in the document recorded as Film 2217, Page 1394.



Security 1st Title

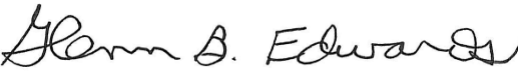
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- 18. An easement for electric and communication transmission and distribution lines, recorded as Doc#/Flm-Pg: 29399297.
In favor of: Kansas Gas and Electric Company
Affects: a portion of subject property**
- 19. The terms and provisions contained in the document entitled "Certificate of Correction" recorded as Film 2396, Page 14.**
- 20. Covenants and restrictions contained in/on Film 2217, Page 1395 and Film 2217, Page 1396.**
- 21. 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, resolutions and notices filed on Film 2217, Page 1381; Film 2222, Page 2250; Film 2222, Page 2257; Film 2222, Page 2270 and Film 2232, Page 130.**
- 22. Rights of parties in possession under unrecorded leases.**

Dated: **May 25, 2021**, at **7:30 a.m.**

SECURITY 1ST TITLE

By: 

LICENSED ABSTRACTER

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JUN 5 2001

CITY CLERK'S ORIGINAL
RETURN TO CITY CLERK

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That for a good and valuable consideration, the receipt of which is hereby acknowledged, that KCBB, Inc., a Kansas corporation ("Grantor"), does hereby grant a permanent Avigational Easement to the public authority authorized by law to own and operate public-owned airports in Sedgwick County, Kansas for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all of the following described real estate, to wit:

Lots 1 through 8 (inclusive), Block 1,
Replat of Part of Spencer Gardens Addition,
Wichita, Sedgwick County, Kansas

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

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

To have and to hold said easement forever.

IN WITNESS WHEREOF:

The Grantor has signed these present this 24th day of April, 2001.

Thomas W. Boyd
Thomas W. Boyd, President
KCBB, Inc., a Kansas corporation

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS



STATE OF KANSAS) SS
JUN 11 4 48 PM '01
REGISTER OF DEEDS

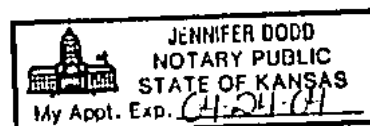
Judy Paget
Deputy

BE IT REMEMBERED, That on this 24th day of April, 2001, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Thomas W. Boyd, President, KCBB, Inc., a Kansas corporation, and he has executed this instrument of writing on the date above first written.

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

Jennifer Dodd
Notary Public

My Commission Expires: 04-24-04



SUB 2000-122

1981855 3116

JUN 22 17 PAGE 1379

JUN 5 2001
CITY CLERK'S ORIGINAL
RETURN TO CITY CLERK

CROSS LOT DRAINAGE AGREEMENT

WHEREAS, KCBB, Inc., a Kansas corporation ("Grantor") is owner of the following described real property:

Lots 1 through 8 (inclusive), Block 1,
Replat of Part of Spencer Gardens Addition,
Wichita, Sedgwick County, Kansas

WHEREAS, the above described real property is contiguous; and

WHEREAS, the Grantor desires to provide a perpetual cross lot surface drainage agreement over and across the property.

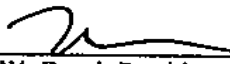
NOW THEREFORE, in consideration of the premises:

Grantor hereby subjects the above described real property to allow that each subject lot may drain over and across each other as necessary in accordance with a final drainage plan filed with the City of Wichita

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to the above described real property.

IN WITNESS WHEREOF:

The Grantor has signed these present this 24th day of April, 2001.


Thomas W. Boyd, President
KCBB, Inc., a Kansas corporation

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss

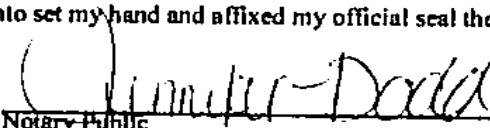



Judy Paget
Deputy

STATE OF KANSAS) ss
SEDGWICK COUNTY)
JUN 11 4 47 PM '01
BILL MEIK
REGISTER OF DEEDS

BE IT REMEMBERED, that on this 24 day of April, 2001, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Thomas W. Boyd, President, KCBB, Inc., a Kansas corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

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


Notary Public

My Commission Expires 04-24-04



Sub 2000-122

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JUN 5 2001

CITY CLERK'S ORIGINAL
RETURN TO CITY CLERKCROSS-LOT ACCESS EASEMENT

WHEREAS, KCBB, Inc., a Kansas corporation, ("Grantor") is the owner of the real property hereinafter described:

Lots 1 through 8 (inclusive), Block 1,
Replat of Part of Spencer Gardens Addition,
Wichita, Sedgwick County, Kansas; and

WHEREAS, the Replat of Part of Spencer Gardens Addition, Wichita, Sedgwick County, Kansas, has provisions for access control to both Pawnee Avenue and George Washington Boulevard; and, therefore, requires mutual and joint access over, through, and across said property for ingress and egress purposes; and

WHEREAS, it is determined that it is in the best interests of the parties and their successors and assigns that common access for ingress and egress be established and conveyed for the use and benefit of all the parties hereto, their successors, assigns, and licensees.

NOW, THEREFORE, be it known that Grantor does hereby grant and convey for itself, its successors, grantees, licensees and assignees in interest, for ingress and egress purposes to Pawnee Avenue and George Washington Boulevard, the right of access across the subject lots.

It is hereby covenanted that such cross-lot access shall be a perpetual easement until and unless amended, revoked, or released by all of the parties in interest or their successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

It is further contracted and covenanted that the development of subject lots shall be accomplished in a manner so as not to impede, inconvenience, and/or impede cross-lot access for the purposes herein set forth.

IN WITNESS WHEREOF:

The Grantor has signed these present this 24 day of April, 2001.

Thomas W. Boyd, President
KCBB, Inc., a Kansas corporation

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS



REGISTER OF DEEDS
JUL 11 4 48 PM '01

STATE OF KANSAS) SS
SEDRICK COUNTY

Judy Paget
Deputy

BE IT REMEMBERED, that on this 24th day of April, 2001, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Thomas W. Boyd, President, KCBB, Inc., a Kansas corporation, personally known to me to be the same persons who executed the within instrument of writing and that such persons duly acknowledged the execution of the same.

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

My Commission Expires: 04-24-04

Jennifer Dodd
Notary Public



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JUN. 5 2001

CITY CLERK'S ORIGINAL
RETURN TO CITY CLERK

**DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS**

This Declaration of Easements, Covenants and Restrictions ("Declaration") is made and entered into this 4th day of May, 2001, by KCBB, INC., a Kansas corporation ("Declarant").

RECITALS:

A. Declarant is the sole owner of certain real property described as Lots 1 through 8, Block 1, Replat of Part of Spencer Gardens Addition, Wichita, Sedgwick County, Kansas ("Property").

B. Declarant desires to establish for its own benefit and for the mutual benefit of all Owners of the Property, or any part thereof, certain easements and rights in, over and upon said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof.

C. Declarant desires to provide a general plan for the use, development and improvements of the Property as a commercial development, and intends that the Owners (as hereinafter defined) shall at all times enjoy the benefits of and shall hold their interests subject to, the rights, easements, privileges and restrictions hereinafter set forth, all of which run with the land and bind the Property and all parties having or holding any rights, title or interest in or to the Property, or any part thereof, and shall inure to the benefit of each Owner thereof.

NOW, THEREFORE, Declarant, as the sole Owner of the Property and for the purposes hereinafter set forth, declares and subjects the Property to the following provisions:

1. **Definitions.** Each reference in this Declaration to any of the following terms shall mean:

(a) **Common Area.** All areas of the Property, other than areas from time to time occupied by buildings and/or other improvements as necessitated by the land use, encompassing without limitation, all those facilities within or upon the Parcels intended for the nonexclusive use of Owners and/or Occupants in common, including but not limited to, driveways, points of access, areas of ingress and egress, and drainage reserves.

(b) **Improvements.** "Improvements" shall mean and include buildings, trash enclosures, lighting, parking areas, driveways, loading areas, sidewalks, fences, walls, hedges, landscaping, poles, signs, and any equipment or structures of any type or kind which affect the exterior physical appearance of the Property, including by way of example, but not limited to, adding, relocating, or removing square footage area to or from a structure, painting or repainting, or otherwise treating the exterior surface of a structure.

(c) **Master Drainage Plan.** The Drainage Plan on file with the city engineer's office and as referenced in the recorded Replat of Part of Spencer Gardens Addition ("Plat") approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission.

(d) **Occupant.** Any Owner and any Person from time to time entitled to the use and occupancy of any portion of the Property by way of any lease, license or other instrument or arrangement under which the Occupant acquires its right to such use and occupancy.

(e) **Owner.** The Person or Persons holding record fee title to a Parcel (including Declarant) within the Property and their respective successors and assigns. All limitations and restrictions herein imposed upon any Owner shall likewise be imposed upon all Occupants and their Permittees enjoying any such occupancy of the Property under or with respect to such Owner.

(f) **Parcel or Parcels.** Those parcels separately described and labeled as Lots 1 through 8 on the recorded Plat. Declarant, in its sole discretion, shall have the right to (i) combine separate Parcels into a single Parcel, and/or (ii) subdivide Parcel(s) into more than one Parcel. Except for such changes effected by Declarant (or otherwise consented to by Declarant), no Owner shall combine or split parcels.

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(g) Permittee. The officers, directors, employees, agents, contractors, customers, invitees and licensees of any Owner or Occupant.

(h) Person or Persons. Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals, or any other form of business or legal entity.

2. Declaration of Reciprocal Easements. Declarant hereby declares, grants, establishes, and reserves for itself as easements appurtenant to and binding upon each Parcel within the Property, the following easements over the Common Areas on the Property. The easements granted in this Article 2 shall be perpetual, nonexclusive, and reciprocal to all Parcels. All easements granted hereunder may be enforced only by the Owners, and not by any other Occupant or Permittee.

(a) Ingress and Egress. Vehicular ingress and egress by all Owners, Occupants and Permittees across and through, to and from any portion of the Common Areas and the public streets adjacent to the Common Area and/or each Parcel as designated on the Plat or as may be recorded elsewhere. There shall be cross access but no cross parking permitted. Each Parcel must satisfy its own parking ratio required by applicable law and may not rely on any parking on any other Parcel to satisfy the parking ratio requirements.

(b) Utilities. Installation, maintenance, repair, replacement and operation of surface and subsurface storm drainage, meters, pipelines, valves, hydrants, sprinkler controls, conduits, sewage facilities, and all related facilities, all of which shall, whenever and wherever reasonably feasible, be located underground; provided, however, that in any event (i) all of the foregoing permitted utilities and installations which are located above the ground, shall be placed so as not to interfere with, restrict, or impede other uses of the Common Area or any improvements developed on the Property; and (ii) no such utilities and installations which must be located above ground, shall be placed upon any Parcel without the prior written consent of the Owner whose Parcel is affected.

(c) Surface Drainage. The Owners shall have an easement over and across the Parcels as needed to comply with the Master Drainage Plan for the purpose of stormwater surface drainage.

(d) Temporary Construction Activity. The right to go upon the Common Area portions of another Owner's Parcel to the extent necessary to effect construction, maintenance, repair and replacement (collectively "Construction"), as permitted or required herein, and each Owner performing Construction may also utilize the Common Areas on its own Parcel to the extent necessary to effect such Construction. All such Construction shall be conducted in the most expeditious manner reasonably possible to minimize the interference with use of Common Areas and the Construction shall be diligently prosecuted to completion. Notwithstanding the foregoing provisions of this paragraph, (i) to the extent that it is necessary for an Owner to effect Construction on the Parcel of another Owner, the plans, location, timing and schedule of such Construction shall all be subject to the approval of the Declarant and the Owner on whose Parcel such Construction is to be effected, such approval not to be unreasonably withheld, and (ii) nothing set forth in this Paragraph is to be construed to permit an Owner to construct improvements on another Owner's Parcel. Construction staging and materials storage shall be located on the Parcel of the Owner performing such Construction. No Owner shall exercise the easements granted under this Paragraph in any manner which would result in damage or injury to the improvements of any other Owner, or which materially interfere with or interrupt the business operations conducted by any other Owner. Each such constructing Owner, at its expense, shall promptly repair, replace or restore any improvements of the Owner upon whose Parcel the construction is occurring which have been damaged or destroyed in the exercise of the easements granted under this paragraph, and shall defend, indemnify and hold Declarant and the other Owners harmless from all loss, liability, cost or expense incurred in connection with its exercise of the easements under this paragraph, unless caused by another Owner's negligence.

3. Construction and Installation.

(a) Construction Work Generally. All Construction undertaken by any Owner shall be accomplished continuously and expeditiously in conformance with generally accepted construction

practices. The Owner undertaking such work shall (i) take all necessary measures to minimize any disruption or inconvenience which may be caused by such work to the other Owners and Occupants and shall make adequate provisions for the safety and convenience of all; (ii) repair at its own cost and expense any and all damages caused by such work and shall restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the beginning of such work (it being agreed that this shall not be construed to permit Construction upon the Parcel of another Owner without such Owner's consent); and (iii) pay all costs and expenses associated therewith and shall indemnify and hold the Owners and Occupants harmless from all damages, losses, expenses (including reasonable attorneys' fees) or claims attributable to the performance of such work.

(b) Utility Connection. When performing any work to connect to, repair, relocate, maintain or install any storm drain, utility line, sewer, water line, gas line, telephone conduits or any other utility service, each Owner shall use diligence to effect such Construction without material interference with the provision of such services to any other Owner or User or Parcel.

(c) Mechanic's Liens. No Owner performing Construction shall permit any mechanic's or materialmen's lien to be filed against the Parcel of another Owner by reason of such Construction. If any such lien shall at any time be filed as aforesaid, such Owner may contest the same in good faith, but notwithstanding such contest, such Owner shall, within thirty (30) days after the filing thereof, cause such lien to be released of record by payment, bond, or otherwise. In the event such Owner shall fail to release the lien of record within the aforesaid period, the Owner of the affected Parcel may remove said lien by paying the full amount thereof, or by bonding, or in any other manner such Owner deems appropriate, without investigating the validity thereof, and irrespective of the fact that the Owner performing such Construction may contest the propriety or amount thereof. The Owner performing such Construction shall, upon demand, pay the Owner discharging such lien the full amount so paid out, together with reasonable expenses incurred in connection therewith, including reasonable attorneys' fees. Nothing set forth in this Article shall be construed as a consent on the part of any Owner to subject its Parcel to any lien or liability under the lien laws of the State of Kansas. In no event shall any Owner permit the foreclosure of any mechanic's or materialmen's lien resulting from Construction performed by such Owner.

(d) Construction of Drives and Entrances. In the event any Owner develops its Parcel prior to the installation of any access drives, entrances or curb cuts, and if such Owner is required to or determines it is necessary to construct such access drives, entrances and curb cuts to develop and occupy the improvements on its Parcel and such drives, entrances and curb cuts are to be wholly or partially located on other Parcels ("Joint Drive"), such Owner shall construct the Joint Drive at its own cost but shall be reimbursed by any other Owner within the Property whose Parcel is adjacent to such Joint Drive at such time as the adjacent Owner obtains a building permit for its Parcel. The amount of such reimbursement shall be a percentage, the numerator of which is the square footage of the adjacent Parcel and the denominator of which is the total square footage of all Parcels adjacent to the Joint Drive. Notwithstanding the foregoing, each Owner shall be responsible for all Parking Areas and driveways within its Parcel which are not partially located on the Parcel of another Owner. Notwithstanding anything to contrary contained herein, the Declarant may, at any time it is an Owner of any Parcel or Parcels, construct such Joint Drives or other driveways, access areas or curb cuts within the Property in order to provide for the orderly development of the Property and may place a lien on any Parcels which it deems will benefit from such improvements for the reimbursement of the pro rata shares for the cost of such improvements.

4. Use and Restrictive Covenants.

(a) No Walls, Fences or Barriers. No walls, fences or barriers of any sort or kind shall be constructed upon the Common Areas of the Property, or any portion thereof, by any Owner which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement of pedestrian and vehicular traffic between the various Parcels; provided, however, curb stops and other reasonable traffic controls, including without limitation, stop signs, directional barriers and parking stops, as may be necessary to guide and control the orderly flow of traffic, may be installed so long as access driveways to the Parking Area and Common Area and Property are not closed or blocked and the traffic circulation pattern of the Common Area, as shown on the Site Plan, is not changed or affected in any substantial way.

(b) Fencing Off Construction. Each Owner, at its own cost and expense, shall fence off or cause to be fenced any Construction performed by the Owner. Fencing shall be designed to protect existing facilities at the Property from Inconveniences occasioned by such work.

5. Common Area Maintenance.

(a) Maintenance By Owners. Each Owner, at its sole cost and expense, shall maintain in first class condition and repair, its Parcel and all Common Areas on its Parcel. Such maintenance shall include, but not be limited to, the following:

1. Paved Areas. Maintaining all paved surfaces of the Common Area in a smooth and evenly covered condition, which maintenance work shall include, without limitation, cleaning, sweeping, repairing and resurfacing of the Parking Area and driveway areas, using surfacing material of a quality equal or superior to the original surfacing material, and maintaining all parking garages, if any, in first class condition.

2. Parking Area Lighting. Operating, keeping in repair and replacing when necessary such Parking Area lighting facilities as may be reasonably required.

3. Utilities. Operating, maintaining and repairing any and all storm drains, utility lines, sewers and other utility systems and services which are necessary for the operation of the Common Area and any buildings and improvements upon the Property.

4. Drainage Reserve. Declarant (or the Owner of Parcel 8 if Declarant is no longer an Owner of any Parcel) shall be responsible for all of the maintenance, insurance, repair and replacement of the detention pond serving the Property (collectively the "Detention Facilities"). Declarant shall use good-faith diligent efforts to operate and maintain the Detention Facilities in accordance with the Master Drainage Plan and with sound engineering practices. The costs of such maintenance, insurance, repair and replacement of the Detention Facilities plus a 10% administrative fee, shall be shared by all Owners according to their "Share" as follows:

Parcel 1 - 16%	Parcel 2 - 7%	Parcel 3 - 21%	Parcel 4 - 7%
Parcel 5 - 16%	Parcel 6 - 7%	Parcel 7 - 9%	Parcel 8 - 17%

If any Owner shall fail to reimburse Declarant for its Share of Common Expense, then in addition to Declarant's other remedies, Declarant shall have a lien on such Owner's Parcel for the amount of such Share plus interest accruing on such amount at twelve percent (12%) per annum, from the date due until paid. Where the ownership of a single Parcel is divided into two or more parcels, the assessment to the Parcel so divided shall be assessed to each ownership on a square foot basis.

6. Property Taxes.

Each Owner shall pay when due all real property taxes and other special taxes and assessments ("Taxes") which may be levied or assessed against its Parcel, including, without limitation, any tax or assessment attributable to any interest created by this Declaration, and all Taxes levied or assessed against the Common Area located on its Parcel.

7. Indemnification and Public Liability Insurance.

(a) Indemnity. Subject to subparagraph (d) below, each Owner ("Indemnitor") shall indemnify, defend and hold the other Owners ("Indemnitee") harmless from and against any and all claims, expenses, liabilities, loss, damage and costs, (including reasonable attorneys' fees) in connection with loss of life, bodily injury and/or property damage, arising from any occurrence (a) on Indemnitor's Parcel unless the same is caused by the negligence of Indemnitee, its agents, employees, or servants, and/or (b) outside

Indemnitor's Parcel, which is occasioned wholly or in part by the negligence of Indemnitor, its agents, employees or servants.

(b) Public Liability Insurance. Each Owner shall, at all times during the term hereof, maintain or cause to be maintained comprehensive public liability insurance covering its Parcel (including Common Areas), insuring against the risks of bodily injury, property damage and personal injury liability with a limit of not less than \$1,000,000.00 per occurrence (combined single limits for bodily injury and property damage), coverage to be in a comprehensive general liability form. Upon request, each Owner shall furnish to the other Owners, on or before the effective date of any such policy, a certificate thereof stating that such insurance is in full force and effect and that premiums therefore have been paid. The other Owners shall be named as additional insureds thereunder and such insurance shall provide that the same may not be canceled without at least thirty (30) days prior written notice to the other Owners.

(c) Damage. In the event of any damage to or destruction of any building or improvement on a Parcel, the Owner of such Parcel shall either repair any such damage or destruction and reconstruct the improvements in accordance with the provisions of this Declaration, or shall cause the building to be torn down and the Parcel placed back into level, clean and neat condition, and converted to Common Area, pending reconstruction at a later date. In the event such Owner elects to repair or restore, such Owner shall commence restoration and reconstruction within sixty (60) days after the damage or destruction occurred and shall continuously pursue the same to completion with all due diligence. If such Owner shall instead elect to raze the damaged improvements, such improvements shall be razed and converted to Common Area within thirty (30) days after the occurrence of the damage.

(d) Mutual Release. Each Owner for itself, and, to the extent it is legally possible for it to do so, on behalf of its insurer, hereby releases the other Owners from any liability for loss or damage caused by fire or other risks, insurable under a standard fire and extended coverage policy of insurance, with endorsements for vandalism and malicious mischief. Each Owner shall, to the extent such insurance endorsement is available, obtain for the benefit of the other Owners, a waiver of any right of subrogation which the insurer of such Owner may acquire against the other Owners by virtue of the payment by the insurer of any such loss covered by such insurance. The foregoing waiver and release shall be operative only so long as the same shall not preclude any Owner from obtaining insurance, and shall have no liability of any insurer to its insured, or the scope of any coverage under any policy applicable to the Property, or increase the cost of any such insurance.

(e) Environmental Liability. Each Owner assumes all responsibility and liability for any and all damages, costs and claims including, but not limited to, remediation costs, incurred as a result of the release of any hazardous material from its Parcel which migrates (or has migrated) or otherwise contaminates (or has contaminated) another Parcel, including, but not limited to, leaks, spills or losses of motor fuels related to underground storage tanks, piping, dispensing systems or other facilities or activities on or about any Parcel. Each Owner shall promptly comply with any and all clean up requirements of any governmental authority having jurisdiction pertaining thereto, and shall indemnify the other Owners for all costs, expenses and fees incurred by and any other Owners (including attorneys' fees in defending the same) resulting from any contamination or discharge of hazardous materials. Any and all environmental assessment and remediation work shall be performed in accordance with all applicable local, state, and federal laws, ordinances, rules and regulations. Notwithstanding the foregoing, the Owners do not assume responsibility and liability, for or indemnify any other Owner for, any such damages, costs or claims resulting from any such release caused by, through or under any other Owner.

8. Construction.

All Construction on the Property, including without limitation, initial Construction of any Improvements, any exterior remodeling or reconstruction work undertaken on any existing improvements, or any signage, shall at all time be approved in writing by Declarant prior to the commencement of any such Construction. The Owner proposing such work shall submit the following to Declarant: a site plan showing building locations, locations of other structures, landscaping locations, signage locations, traffic patterns, traffic control signs, ingress/egress locations, truck dock locations, parking area design and layout, and parking and driveway lighting; plans showing site grading, drainage and drainage systems, and utility lines

(both existing and proposed), connections and loads; landscape and irrigation system plans; sign drawings; plans for exterior lighting; exterior material sample boards, showing exterior materials to be used for all sides and roof of any building or other structure; and scaled elevations, including, without limitation, exterior design concepts, material selection, color and design for the exterior surfaces of the affected building or other improvement.

9. Default and Remedies.

(a) Right to Cure. In the event any Owner defaults in the performance of any of the other obligations of this Declaration, and such default is not rectified within thirty (30) days (or such longer period as may be reasonably required to cure such default with the exercise of due diligence) after notice to the defaulting Owner, any one or more of the non-defaulting Owners shall have the right, but not the obligation, upon ten (10) days' prior written notice to such defaulting Owner, to cure such default for the account of and at the expense of the defaulting Owner. To effectuate any such cure, the non-defaulting Owner(s) shall have the right to enter upon the Parcel of the defaulting Owner to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Owner. The non-defaulting Owners shall have the further right to recover from the defaulting Owner all costs and other sums expended in connection with the cure of the default hereunder, plus interest thereon at the Default Rate. Each Owner shall be responsible hereunder for the default of its Occupants. All costs and expenses incurred by any Owner to cure a default of a defaulting Owner, together with interest thereon at the rate of twelve percent (12%) per annum, and all costs and expenses of any proceedings at law or in equity, including reasonable attorneys' fees, shall be assessed against and paid by the defaulting or violating Owner.

(b) Legal and Equitable Relief. Each Owner shall have the right to prosecute any proceedings at law and/or in equity against any other Owner or any other Person, violating or attempting to violate any other provisions contained in this Declaration, in order to prevent the violating Owner or any such Person from violating or attempting to violate the provisions of this Declaration and to recover damages for any such violation.

(c) Lien. Costs and expenses assessed pursuant to this Article shall constitute a lien against the Parcel of the Defaulting Owner. The lien shall attach and take effect only upon recordation of a claim of lien in the Office of the Register of Deeds of Sedgwick County, Kansas by the Owner making the claim.

(d) Remedies Cumulative. All of the remedies permitted and/or available to the Owners under this Declaration shall be cumulative. In the event that any action or suit is brought for the enforcement of any provision of this Declaration or as a result of any alleged violation of any of the provisions of this Declaration, the prevailing Owner or Person in such suit shall be entitled to recover its costs or suit, including reasonable attorneys' fees, from the non-prevailing Owner or Person, and any judgment or decree entered in such proceeding shall include an award therefor.

10. Transfers of Interest, Rights, Powers and Obligations.

(a) Limitations on Transfer or Assignment. In no event shall the rights, powers and obligations conferred upon the Owners hereto pursuant to this Declaration be at any time transferred or assigned by any of such Owners except through a transfer of their respective interests in their respective Parcels.

(b) Notice. Upon the acquisition of fee title to a parcel, the Owner shall file with the Register of Deeds for Sedgwick County, Kansas a Notice (i) making reference to this Declaration, (ii) identifying the Owner's legal description, (iii) providing the name of the Owner and its address for notices, and (iv) acknowledging obligation to be bound by this Declaration and to perform all obligations hereunder in accordance with the provisions of this Declaration. Failure to deliver any such written statement shall not affect the running of any covenants herein with the land modify or otherwise affect the liability of any transferee pursuant to the provisions of this Declaration, but such failure shall constitute a default by the transferee hereunder.

(c) Release. Upon the sale or transfer by any Owner of its entire right, title and interest in its Parcel, that Owner shall be released from all further obligations thereafter accruing under this Declaration.

provided that the Owner shall not be in default in the performance of any provision of this Declaration and all amounts which may then be due and owing under this Declaration shall have been paid by that Owner as required under this Declaration.

11. Duration, Covenants, and Recordation.

(a) Duration and Termination. This Declaration shall continue and remain in full force and effect (subject, however, to the right to amend and terminate as provided for herein) for thirty (30) years after the date it is recorded in the Office of the Register of Deeds for Sedgwick County, Kansas. Provided, however, unless with one (1) year prior to the termination date, there shall be recorded an instrument directing the termination of this Declaration signed by Owners of not less than two-thirds (2/3) of the land area of the Property then subject to this Declaration, this Declaration shall be continued automatically without any further notice for an additional period of ten (10) years and thereafter for successive periods of ten (10) years unless within one (1) year prior to the expiration of any such period this Declaration is terminated as set forth in this paragraph. This Declaration, or any provision thereof, may be terminated, modified or amended, as to the whole of said Property, with the written consent of the Owners of seventy-five percent (75%) of the land area of the real property subject to this Declaration. Provided, however (a) that so long as Declarant owns any portion of the land area of the Property subject to this Declaration, no such termination, modification or amendment shall be effective without the written approval of Declarant thereto, and (b) no such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded with the Office of the Register of Deeds of Sedgwick County, Kansas.

(b) Covenants Run with the Land. All of the provisions of this Declaration shall be covenants running with the land pursuant to applicable law. It is expressly agreed that each covenant to do or refrain from doing some act on each Parcel hereunder (a) is for the benefit of each other Parcel and is a burden upon each other Parcel, (b) runs with each Parcel, and (c) shall benefit and be binding upon each successive Owner during its ownership of each Parcel, or any portion thereof.

(c) Recordation. This Agreement shall become effective and binding upon the parties and their respective successors in interest in accordance with the provisions of this Article upon recordation of this Declaration in the Office of the Register of Deeds of Sedgwick County, Kansas.

12. Miscellaneous.

(a) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Property or of any Parcel or portion thereof to the general public or for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed solely for the benefit of the Owners.

(b) Excusable Delays. Whenever performance is required of any Owner hereunder, that Owner shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if commencement or completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials or damage to work in progress by reason of fire or other casualty, unusual weather, or by reason of other causes beyond the reasonable control of an Owner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so encountered; provided, however, financial inability to perform shall not be deemed an excusable delay.

(c) Notices. (a) Any notice to any Owner hereto may be given by delivering the same in writing to such Owner in person, or by sending the same by registered or certified mail with postage prepaid, or by overnight courier, in each case, to the addressee's mailing address. Any Owner may change its mailing address at any time by giving written notice of such change to the other Owners in the manner provided herein. Notice shall be deemed received at the earlier of actual receipt or two (2) business days from the date of mailing.

(d) Time. Time is of the essence of this Declaration and each and every provision hereof.

13. Assignment of Declarant's Rights. Declarant shall have the right to assign its rights as Declarant to any other Owner, and upon such assignment, such Owner shall automatically be deemed the Declarant hereunder until such time as such Declarant may subsequently assign its rights to another Owner. Unless otherwise assigned, at such time as Declarant owns no Parcel within the Property, the Owner of Parcel 8 shall become the Declarant. Upon any such assignment, the then Declarant shall be deemed automatically released from any further liabilities or obligations of the Declarant thereafter occurring under this Declaration, it being intended hereby that such obligations and liabilities shall be binding on each Declarant only during such period of time as such party is vested with the Declarant's rights under this Agreement.

IN WITNESS WHEREOF, the undersigned has set its hand on the date shown below.

KCBB, INC.

By: [Signature]
Thomas W. Boyd, President

STATE OF KANSAS)
) ss
COUNTY OF SEDGWICK)

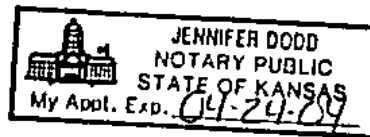
On this 4th day of May, 2001, before me appeared Thomas W. Boyd, to me personally known, who being by me duly sworn, did say that he is the President of KCBB, Inc., Inc., a Kansas corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Thomas W. Boyd acknowledged said instrument to be the free act and deed of said corporation.

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

[Signature]
Notary Public

My commission expires:

04-24-04



Judy Paget
Deputy

BILL MEER
REGISTER OF DEEDS

JUN 11 4 48 PM '01

STATE OF KANSAS } ss
SEGWICK COUNTY }

1981864 5116

FILM 2217 PAGE 1396

JUN 5 2001

RESTRICTIVE COVENANT

CITY CLERK'S ORIGINAL
RETURN TO CITY CLERK

THIS DECLARATION made this 14 day of May, 2001, by KCBB, Inc., a Kansas corporation ("Grantor").

WITNESSETH:

WHEREAS, Grantor is the owner of Replat of Part of Spencer Gardens Addition, Wichita Sedgwick County, Kansas ("Property"); and

WHEREAS, Property has a platted reserve for drainage purposes ("Reserve"); and

WHEREAS, maintenance of the Reserve is the responsibility of the owner(s) of Property;
and

WHEREAS, the City of Wichita desires the right to maintain the Reserve in the event the owner(s) of Property fail to properly maintain the Reserve.

NOW THEREFORE, Grantor does hereby declare that the Property shall be subject to the following restrictive covenant, to wit:

In the event that the owner(s) of the Reserve fail to maintain the Reserve, the City of Wichita shall have the right to maintain said Reserve and to assess any maintenance cost to the owner(s) of Property.

This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

EXECUTED the day and year first above written.

Thomas W. Boyd, President
KCBB, Inc., a Kansas corporation



Judy Paget
Deputy

STATE OF KANSAS)
SECKO CITY,)
JUN 11 4 48 PM '01
FILLER
REGISTER OF DEEDS

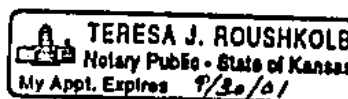
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS

BE IT REMEMBERED, That on this 14 day of May, 2001, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Thomas W. Boyd, President, KCBB, Inc., a Kansas corporation, and he has executed this instrument of writing on the date above first written.

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

Teresa J. Roushkolb
Notary Public

My Commission Expires: 9/30/01



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2217 PAGE 1391

JUN 5 2001

CITY CLERK'S ORIGINAL
RETURN TO CITY CLERK

GRANT OF JOINT ACCESS EASEMENT

WHEREAS, KCBB, Inc., a Kansas corporation ("Grantor"), is the owner of the real property hereinafter described:

Lots 1 through 8 (inclusive), Block 1,
Replat of Part of Spencer Gardens Addition,
Wichita, Sedgwick County, Kansas; and

WHEREAS, the Replat of Part of Spencer Gardens Addition, Wichita, Sedgwick County, Kansas, has provisions for access control to Pawnee Avenue and therefore requires mutual and joint access easements for ingress and egress purposes;

WHEREAS, it is determined that it is in the best interests of the parties and their successors and assigns that certain common easements, as hereinafter described, be established and conveyed for the use and benefit of all the parties hereto, their successors, assigns, and licensees.

NOW, THEREFORE, be it known that Grantor does hereby grant and convey for itself, its successors, grantees, licensees and assignees in interest, the right to use for ingress and egress the joint access easements as are hereinafter setforth.

Joint access easement for ingress and egress to Pawnee Avenue over and across the following real estate:

The West 20 feet of Lot 4
The West 20 feet of Lot 5
The East 20 feet of Lot 3
The East 20 feet of Lot 7
The East 20 feet of Lot 1
The West 20 feet of Lot 2
The West 20 feet of Lot 7

BILL HICK
REGISTER OF DEEDS

JUN 11 4 48 PM '01

STATE OF KANSAS)
SEDCWICK COUNTY)
SS

It is agreed by and between the parties hereto that such easement shall be a perpetual easement until and unless amended, revoked, or released by all of the parties in interest or their successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

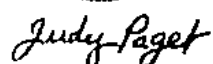
It is further contracted and covenanted that such easement shall be for driveway, ingress, and egress purposes and such easement shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of such easement for the purposes herein setforth. Maintenance of said easements shall be in the mutual interests and responsibilities to all parties interest and their successors, heirs, and/or assigns.

IN WITNESS WHEREOF:

The Grantor has signed these present this 24 day of April, 2001


Thomas W. Boyd, President
KCBB, Inc., a Kansas corporation




Judy Paget
Deputy

8-22

SUB 2000-132

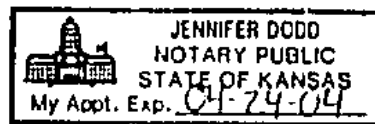
STATE OF KANSAS)
) SS
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 24th day of April, 2001, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Thomas W. Boyd, President, KCBB, Inc., a Kansas corporation, personally known to me to be the same persons who executed the within instrument of writing and that such persons duly acknowledged the execution of the same.

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

Jennifer Dodo
 Notary Public

My Commission Expires: 04-24-04





Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29399297

Receipt #: 1869839
Pages Recorded: 5
Cashier Initials: KV

Recording Fee: \$24.00
Authorized By 

Date Recorded: 8/26/2013 9:24:24 AM



NE/4 2-28S-1E
Lot 8, Block 1, Replat of Part of Spencer Gardens Addition
Sedgwick County, KS

TITLE OF DOCUMENT: GRANT OF RIGHT OF WAY

DATE OF DOCUMENT: November 29, 2011

GRANTOR(S): WBBSI, LLC, a Kansas Limited Liability Company

GRANTEE: Kansas Gas and Electric Company

LEGAL DESCRIPTION: A strip of land 50 feet wide located in Lot 8,
Block 1, Replat of part of Spencer Gardens
Addition, Sedgwick County, Kansas

AFTER RECORDING RETURN TO: Westar Energy, Inc.
Real Estate Services
P. O. Box 208
Wichita, KS 67201

10-264-019

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant, convey and warrant unto KANSAS GAS AND ELECTRIC COMPANY, (Grantee), its successors, assigns, and lessees the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications in, along, under, across, and over certain lands owned by Grantor situated in SEDGWICK County, State of KANSAS, and described as follows:

A strip of land fifty (50) feet in width lying twenty-five (25) feet left and twenty-five (25) feet right of a center line described as follows:

Commencing at the Southeast Corner of Lot 8, Block 1, REPLAT OF PART OF SPENCER GARDENS ADDITION, Wichita, Sedgwick County, Kansas, thence N70°05'49"W 193.88 feet along the South line of said Lot 8 to the point of beginning; thence N21°19'51"E 323.21 feet to a point on the North line of said Lot 8, said point being the point of terminus; side lines of said fifty (50) foot strip of land to be extended or shortened to meet the boundary lines of said Lot 8 as shown on sketch labeled EXHIBIT "A" and attached hereto and made a part hereof by reference;

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. Grantee shall at its election have the right to remove said trees, limbs, and brush by bulldozing. All logs, limbs

000029399297

NE/4 S2 - T28S - R1E
Lt 8-Blk 1, Replat of Part of Spencer Gardens Addn

and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

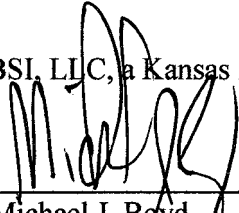
The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this 29th day of November, 2011.

WBBSI, LLC, a Kansas limited liability company


By: Michael J. Boyd
Managing Member

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NE/4 S2 - T28S - R1E
Lt 8-Blk 1, Replat of Part of Spencer Gardens Addn

STATE OF KANSAS
COUNTY OF SEDGWICK

On this 29th day of November, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Michael J. Boyd, Managing Member of WBBSI, LLC, a Kansas limited liability company, on behalf of the company.

To me personally known to be the same person who executed the within and foregoing instrument of writing and acknowledged to me that the same was executed as a free and voluntary act and deed for the uses and purposes therein set forth and that he/she is authorized to sign on behalf of said Limited Liability Company.

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

My Appointment Expires: 12/24/2012

Ruth A. Glaze
Notary Public

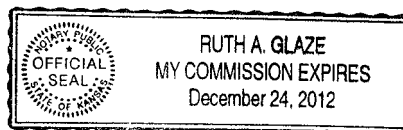
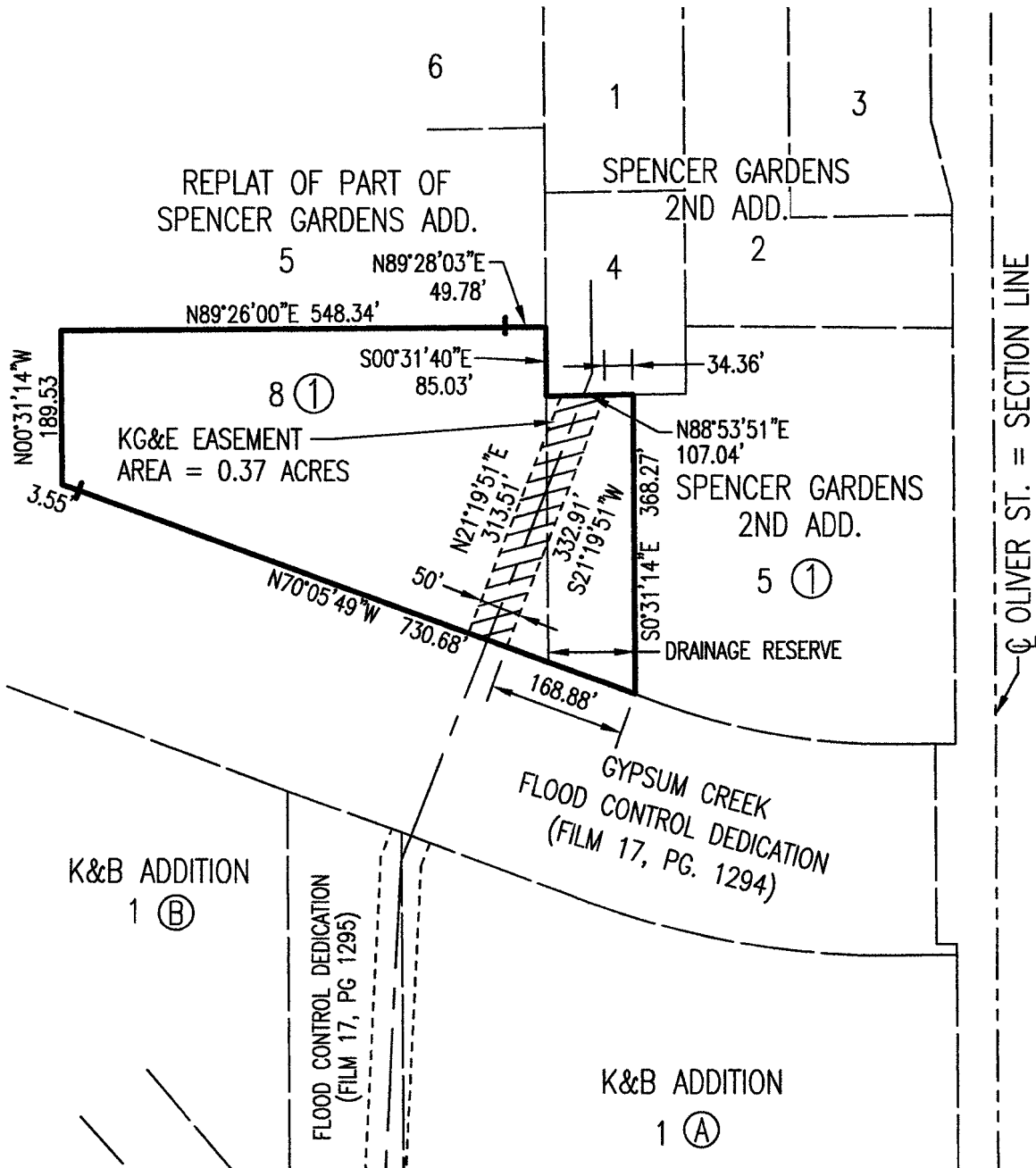


EXHIBIT A

LEGEND

- ▲ = SECTION CORNER
- = SECTION LINE
- = PROPERTY LINE
- - - = EASEMENT LINE
- · - · - = PROPOSED POLE ALIGNMENT



PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

69.78
OAKLAWN TO OLIVER
TRANSMISSION LINE



COUNTY	OWNER	TRACT. NO.	PROJ. NO.
SEDGWICK	WBBSI LLC	SG-019	10-264
			DATE: AUG. 30, 2011

1981863 4118

JUN 5 2001

RESTRICTIVE COVENANTCITY CLERK'S ORIGINAL
RETURN TO CITY CLERK

THIS DECLARATION made this 14 day of May, 2001, by KCBB, Inc., a Kansas corporation ("Grantor").

WITNESSETH:

WHEREAS, Grantor is the owner of Replat of Part of Spencer Gardens Addition, Wichita Sedgwick County, Kansas ("Property"); and

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

WHEREAS, the City of Wichita considers it to be in the public interest to require any building constructed on the Property to be designed and constructed giving proper consideration to noise pollution in the area.

NOW THEREFORE, Grantor does hereby declare that the Property shall be subject to the following restrictive covenant, to wit:

Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built.

This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

EXECUTED the day and year first above written.

Thomas W. Boyd, President
KCBB, Inc., a Kansas corporation



Judy Paget
Deputy

STATE OF KANSAS)
SEDCWICK COUNTY) SS
JUN 11 4 48 PM '01
BILL MEER
REGISTER OF DEEDS

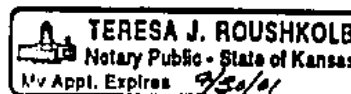
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS

BE IT REMEMBERED, That on this 14 day of May, 2001, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Thomas W. Boyd, President, KCBB, Inc., a Kansas corporation, and he has executed this instrument of writing on the date above first written.

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

Teresa J. Roushkolb
Notary Public

My Commission Expires: 9/30/01



SUB 2000-122

1981858 4116

202217 PAGE 1382

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 24th day of April, 2001, by, hereinafter called Declarant,

WITNESSETH

WHEREAS, Declarant is the owner of the following described properties

Lots 1 through 8 (inclusive), Block 1,
Replat of Part of Spencer Gardens Addition,
Wichita, Sedgwick County, Kansas

and

WHEREAS, Declarants are desirous to file notice that there is an approved Community Unit Plan, DP-93, on file with the Wichita-Sedgwick County Metropolitan Area Planning Department.

NOW, THEREFORE, the Declarant hereby gives notice that the approved Community Unit Plan, DP-93, has placed restrictions on the use and requirements on the development of the above described property.

EXECUTED the day and year first written above by:

By: [Signature]
Thomas W. Boyd, President
KCBH, Inc., a Kansas corporation



Judy Paget
Deputy

FILED
REGISTER OF DEEDS

JUN 11 4 48 PM '01

STATE OF KANSAS)
SEDCWICK COUNTY) SS

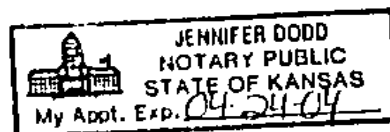
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS

BE IT REMEMBERED, That on this 24th day of April, 2001, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Thomas W. Boyd, President, a Kansas corporation and he has executed this instrument of writing on the date above first written.

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

Jennifer Dodd
Notary Public

My Commission Expires: 04-24-04



Sub 2000-122

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NOTICE OF PETITION

THIS NOTICE made this 24th day of April, 2001, by KCBB, Inc., a Kansas corporation, hereinafter called Declarant,

WITNESSETH

WHEREAS, Declarant is the owner of the following described properties

Lots 1 through 8 (inclusive), Block 1,
Replat of Part of Spencer Gardens Addition,
Wichita, Sedgwick County, Kansas

and

WHEREAS, Declarant is desirous to file notice that there are petitions on file with the City of Wichita for improvements to serve said properties;

NOW, THEREFORE, the Declarant hereby gives notice that there are petitions on file with the City of Wichita for paving, sanitary sewer, storm sewer, and water main improvements to serve the subject properties.

EXECUTED the day and year first written above by:

Thomas W. Boyd
Thomas W. Boyd, President
KCBB, Inc., a Kansas corporation



Judy Paget
Deputy

BILL REEK
REGISTER OF DEEDS

JUN 11 4 48 PM '01

STATE OF KANSAS)
SEAL)
SS

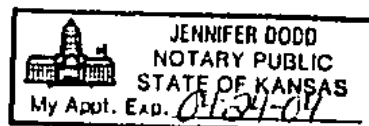
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS

BE IT REMEMBERED, That on this 24th day of April, 2001, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Thomas W. Boyd, President, KCBB, Inc., a Kansas corporation and he has executed this instrument of writing on the date above first written.

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

Jennifer Dodd
Notary Public

My Commission Expires: 01-24-04



SUB 2000-122

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FILM 2222 PAGE 2250

First Published in the Wichita Eagle on JUN - 5 2001

RESOLUTION NO. 01-230

RESOLUTION



Shirley Standridge
Deputy

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 152, WAR INDUSTRIES SEWER (SOUTH OF PAWNEE, WEST OF OLIVER), 468-83273, IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING LATERAL 152, WAR INDUSTRIES SEWER IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 152, War Industries Sewer in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be Fifty-One Thousand Dollars (\$51,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the Improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2001.

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

Replat of Part of Spencer Gardens Addition

Lots 1 through 8 inclusive, Block 1

Wichita, Sedgwick County, Kansas

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a fractional basis.

Each Lot shall pay 1/8 of the total cost of the improvements.

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.

ODH
Debt Management
City Hall, 12th floor
455 North Main
Wichita, KS 67202

STATE OF KANSAS } SS
SEDCWICK COUNTY }
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BILL MEER
REGISTER OF DEEDS

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

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

ADOPTED at Wichita, Kansas, JUN - 5, 2001

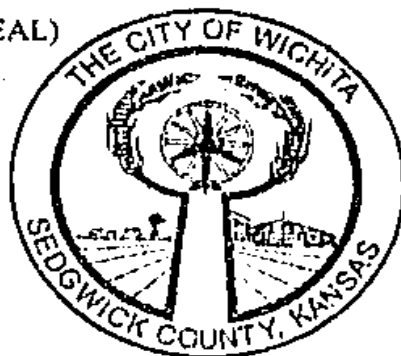

BOB KNIGHT, MAYOR

ATTEST:


PAT BURNETT, CITY CLERK

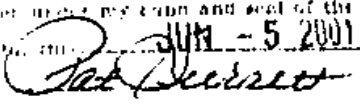


(SEAL)



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

I, Pat Burnett, 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.


JUN - 5 2001
City Clerk

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First Published in the Wichita Eagle on

JUN - 8 2001



RESOLUTION NO. 01-229

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND
RESOLUTION AUTHORIZING CONSTRUCTION OF WATER
DISTRIBUTION SYSTEM NUMBER 448-89586, (SOUTH OF
PAWNEE, WEST OF OLIVER) IN THE CITY OF WICHITA,
KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY
THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE
ADVISABILITY OF CONSTRUCTING WATER DISTRIBUTION SYSTEM
NUMBER 448-89586, (SOUTH OF PAWNEE, WEST OF OLIVER) IN THE CITY
OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water
Distribution System Number 448-89586, (South of Pawnee, West of Oliver) in the
City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for hereof is
estimated to be One Hundred Forty-eight Thousand Dollars (\$148,000), exclusive of
the cost of interest on borrowed money, with 100 percent payable by the improvement
district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1
percent per month from and after May 1, 2001.

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

REPLAT OF PART OF SPENCER GARDENS ADDITION

Lots 1 through 8 (inclusive)

SECTION 4. That the method of apportioning all costs of said improvements
attributable to the owners of land liable for assessment shall be on a fractional basis:

Each Lot shall pay 1/8 of the costs

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.

ODH
-ement
Hall, 12th floor
455 North Main
Wichita, KS 67202

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

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

ADOPTED at Wichita, Kansas, JUN - 5 2001.

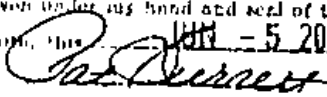

BOB KNIGHT, MAYOR

ATTEST:

PAT BURNETT, CITY CLERK

(SEAL)



State of Kansas }
Sedgewick County } ss
City of Wichita }
I, Pat Burnett, 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 JUN - 5 2001
 City Clerk

STATE OF KANSAS } ss
SEDEWICK COUNTY }

JUN 19 12 17 PM '01

BILL MEER
REGISTER OF DEEDS

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First Published in the Wichita Eagle on JUN - 8 2001

RESOLUTION NO. 01-232

RESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND
RESOLUTION AUTHORIZING IMPROVING OF PAWNEE AVENUE, 472-
83391 (SOUTH OF PAWNEE, WEST OF OLIVER) IN THE CITY OF
WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY
MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF
WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE
ADVISABILITY OF IMPROVING PAWNEE AVENUE IN THE CITY OF
WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave Pawnee Avenue.

Said pavement shall be constructed of the material in accordance with plans and
specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is
estimated to be Two Hundred Fifty Thousand Dollars (\$250,000) exclusive of the cost of
interest on borrowed money, with 100 percent payable by the improvement district. Said
estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month
from and after May 1, 2001, exclusive of the costs of temporary financing.

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

Replat of Part of Spencer Gardens Addition

Lots 1 though 8 inclusive, Block 1
Wichita, Sedgwick County, Kansas

SECTION 4. That the method of apportioning all costs of said improvements
attributable to the improvement district to the owners of land liable for assessment therefor
shall be on a fractional basis.

Each Lot shall pay 1/8 of the total cost of the improvements.

STATE OF KANSAS) SS
SEDGWICK COUNTY)
JUN 19 12 18 PM '01
BILL MEER
REGISTER OF DEEDS

DDH
Debt Management
City Hall, 12th floor
456 North Main
Wichita, KS 67202

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Except when driveways are requested to serve a particular tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

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

ADOPTED at Wichita, Kansas, JUN - 5, 2001


BOB KNIGHT, MAYOR

ATTEST:


PAT BURNETT, CITY CLERK

(SEAL)



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

I, Pat Burnett, 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 11th day of JUN, 2001

City Clerk



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STATE OF KANSAS)
SEDGWICK COUNTY) ssFirst Published in the Wichita Eagle on JUN - 8 2001

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RESOLUTION NO. 01-231BILL MEEK
REGISTER OF DEEDSRESOLUTION

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF STORM WATER SEWER NO. 552 (SOUTH OF PAWNEE, WEST OF OLIVER), 468-83274, IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING STORM WATER SEWER NO. 552 (SOUTH OF PAWNEE, WEST OF OLIVER), 468-83274, IN 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 Sewer No. 552 (South of Pawnee, West of Oliver), 468-83274, in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be Sixty-seven Thousand Dollars (\$67,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2001, exclusive of the costs of temporary financing.

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

Replat of Part of Spencer Gardens Addition

Lots 1 through 8 (inclusive), Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a fractional basis.

Each lot shall pay 1/8 of the costs

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special



Debt Management
City Hall, 12th floor
455 North Main
Wichita, KS 67202

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Assessment Deferral Program.

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

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

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

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

ADOPTED at Wichita, Kansas, JUN - 5 2001.




BOB KNIGHT, MAYOR

ATTEST:


PAT BURNETT, CITY CLERK

(SEAL)



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

I, Pat Burnett, 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 JUN - 5 2001


City Clerk