



Title Commitment
Hyperlink Documents
for
3800 S. 127th St. E.
Derby, KS 67037



Schedule B, Part II Exceptions

#8 Doc#/Flm-Pg: 28955348

Doc#/Flm-Pg: 29228300

#9 Doc#/Flm-Pg: 29228298

#10 Doc#: 29230336

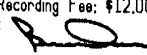
#11 Doc#/Flm-Pg: 29381745

#12 Doc#/Flm-Pg: 28955350

#13 Doc#/Flm-Pg: 28967250

#14 Doc#/Flm-Pg: 29221520



Sedgwick County
Register of Deeds - Bill Meek
DOC. #/FLM-PG: 28955348
Receipt #: 1680827
Pages Recorded: 2
Cashier Initials: LAS
Authorized By: 
Recording Fee: \$12.00

Date Recorded: 2/29/2008 10:33:07 AM



RESTRICTIVE COVENANT

THIS DECLARATION made this 27th day of February, 2008 by
Brack Berant Amy Berant hereinafter called Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of the following described property ("the Property"):

~~Legal Description:~~
E1/2 SW1/4

SEC 11-28-2E

WHEREAS, K.S.A. 12-741 et. seq., and amendments thereto, authorize the City of Wichita and Sedgwick County, Kansas, to adopt regulations governing the subdivision of land, consisting of the division of a lot, tract or parcel into two (2) or more parts for the purpose of sale or building development; and

WHEREAS, the Property is subject to the Wichita-Sedgwick County Subdivision Regulations ("Subdivision Regulations") which applies to any establishment, division or redivision of land for the purpose of sale, development or long-term lease, unless specifically exempted in Section 3-105 of said Subdivision Regulations; and,

WHEREAS, "Long-Term Lease" is a lease which has a remaining term of at least 50 years, including all extensions which may be exercised by the lessee without the necessity of the consent of the lessor.

WHEREAS, the Property is an unplatted tract of real property that is, as of the date hereof, exempt from the Subdivision Regulations.

NOW THEREFORE, this Restrictive Covenant is to place on notice all owners of the Property and subsequent owners of record thereof that the Property is hereby subjected to the following covenants and restrictions:

1. No portion of the Property may be sold, long-term leased, devised or otherwise transferred or divided unless and until all portions of the Property that are not exempt under Section 3-105 of the Subdivision Regulations are first required to be platted according to the provision of said Subdivision Regulations.
2. No building permit shall be issued for the construction of any building or structure located on any portion of the Property unless a subdivision plat has been prepared and approved in accordance with the Subdivision Regulations, unless specifically exempted in Section 3-105 of the Subdivision Regulations.

3. If the Property, or any other portion thereof, is sold, long-term leased, devised or otherwise transferred or divided causing the Property, or any portion thereof, to be in violation of Section 3-105 of the Subdivision Regulations, and no subdivision plat has been prepared and approved, the owner responsible for the transfer or division is subject to the penalties described in the Subdivision Regulations. The person to whom the Property, or any portion thereof, was sold, long-term leased, devised or otherwise transferred or divided without the preparation and approval of a subdivision plat shall also be subject to the penalties described in the Subdivision Regulations and does not qualify for an exemption pursuant to Section 3-105.

4. This Covenant is binding on the Declarant, the Declarant's heirs, successors and assigns and is a Covenant running with the land, binding on all successors in title to the Property.

5. The covenants, conditions, and restrictions on the Property created and established in this instrument may be waived, terminated or modified only upon written consent of the appropriate governing bodies. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

Declarant

Brack Beran

Amy Beran

STATE OF KANSAS)
SEDGWICK COUNTY)

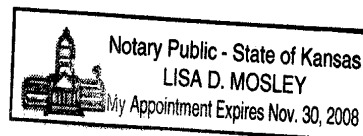
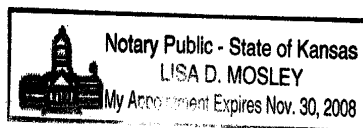
The foregoing instrument was acknowledged before me this 27th day of February, 2008, by Brack Beran + Amy Beran 28th February 2008.

Lisa D. Mosley
Notary Public

My appointment expires:

November 30, 2008

November 30, 2008





Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29228300

Receipt #: 1786940
Pages Recorded: 3
Cashier Initials: DH

Recording Fee: \$16.00
Authorized By:

Date Recorded: 7/12/2011 9:53:03 AM



RESTRICTIVE COVENANT

CITY CLERK'S ORIGINAL
RETURN TO CITY CLERK

THIS DECLARATION made this 23 day of May, 2011, by Brock A. Beran and Amy E. Beran and BAB Capital, LLC, the "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Lots 1 through 7, Block A and
Lots 1 through 12, Block B,
Twin Mill Estates,
Sedgwick County, Kansas

WHEREAS, the Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", and "C", Twin Mill Estates Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for traffic channelization, landscaping, entry monuments, irrigation, street easement, drainage and utility easement and pipeline easement.
2. That Reserves "B" and "C" are hereby reserved for open space, landscaping, monuments, irrigation and drainage and utilities confined to easements and pipeline easement.
3. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes at the Declarant's sole cost by December 31, 2011. That Reserves and "A", "B", and "C", as designated on the plat of Twin Mill Estates, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.
4. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A", "B", and "C" in said Twin Mill Estates, under the same scope of responsibility as the initial phase of development.

Approved / Accepted By City Council

This 6-28-11

Restrictive Covenant

Page 2 of 3

5. That the Owner hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the common areas, as defined, for the purposes of maintaining such common areas. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owner and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against the above-described real property in Twin Mill Estates, respectively, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

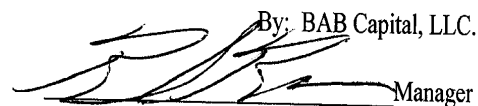
The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the appropriate governing body. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

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 all lots, as platted in Twin Mill Estates, Sedgwick County, Kansas.

Executed the date and year first above written.


Brock A. Beran


Amy E. Beran

By: BAB Capital, LLC.

Brock A. Beran Manager

Restrictive Covenant
Page 3 of 3

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

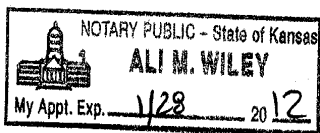
BE IT REMEMBERED, that on this 23 day of May, 2011, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brock A. Beran and Amy E. Beran, husband and wife and by Brock A. Beran, Manager of BAB Capital, LLC on behalf of the LLC personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

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

(My Appointment Expires: 1/28/2012)

Notary

Approved as to form:



Gary E. Rebenstorf
Gary E. Rebenstorf,
Director of Law

By SW



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29228298

Receipt #: 1786940
Pages Recorded: 1
Cashier Initials: DH

Recording Fee: \$8.00
Authorized By:

Date Recorded: 7/12/2011 9:53:01 AM



RESTRICTIVE COVENANT

CITY CLERK'S ORIGINAL
RETURN TO CITY CLERK

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED Brock A. Beran and Amy E. Beran, are the owner's of the following described real property:

Lots, 6, 7, 8, 9, 10 and 11, Block B, Twin Mill Estates, Sedgwick County, Kansas.

NOW THEREFORE, in consideration of the property receiving plat approval from the appropriate governmental authorities, the undersigned agrees and covenants that the aforementioned lot(s) shall be retained, held and bundled together in order to assure the construction of Triple Crown Street provides access to all lots.

It is understood that this covenant shall be binding upon the undersigned, their heirs, or successors and assigns and is a covenant running with the land until such time the road construction for Triple Crown Street is completed and accepted for public maintenance by the appropriate governing body.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the Sedgwick County Department of Public Works. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED this 23 day of May, 2011.

Approved as to form:

Brock A. Beran

Amy E. Beran

Gary E. Rebenstorf,
Director of Law

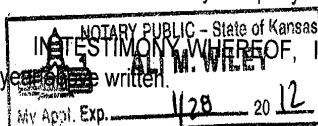
STATE OF KANSAS)

SS

COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 23 day of May, 2011, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came, Brock A. Beran and Amy E. Beran, husband and wife, who is personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf of said limited liability company.

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

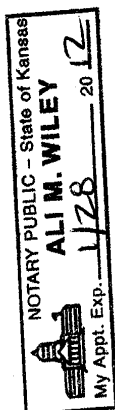


Notary Public

Approved / Accepted By City Council

This 6-28-11

(My Appointment Expires: 1/28/2012)





Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29230336

Receipt #: 1787987
Pages Recorded: 2
Cashier Initials: LK

Authorized By:  Recording Fee: \$40.00

Date Recorded: 7/21/2011 3:21:13 PM



PLAT.

Document# 29230336

7/21/2011

GTOR: BAB CAPITAL
LLC

TWIN MILL ESTATES

Twin Mill Estates

Sedgwick County, Kansas.

State of Kansas) SS
Sedgwick County)

We, Savoy Company, P.A., Surveyors in and about the county and state do hereby certify that, under the supervision of the undersigned, we have surveyed and plotted "Twin Mill Estates", Sedgwick County, Kansas and that the accompanying plat is a true and correct exhibit of the property surveyed, described as follows:

The E1/2 of the SW1/4 and the SW1/4 of the SW1/4 of Sec. 11, Twp. 28-S, R-2-E of the 4th P.M., Sedgwick County, Kansas.

All public easements and dedications being recited by virtue of K.S.A. 12-500(f).

Date: 2011
Savoy Company, P.A.
Surveyors



Know all men by these presents that we, the undersigned, have caused the land described in the surveyors certificate to be plotted into Lots, Blocks, Reserves and Streets to be known as "Twin Mill Estates", Sedgwick County, Kansas. Reserves "A" is hereby reserved for traffic, communication, landscaping, utility easements, irrigation, street easement, drainage and utility easement and reserve easement. Reserves "B" and "C" are hereby reserved for open space, landscaping, easements, irrigation and drainage and utility easements and reserve easement. Reserves "D", "E" and "F" shall be owned and maintained by the Homeowners Association for the Addition. The streets are hereby dedicated to and for the use of the public, contingent upon the need for the right of way to connect with a future street dedication to the north. The utility easement is hereby granted as indicated for the construction and maintenance of all public utilities. The drainage and utility easements are hereby granted as indicated for the construction and maintenance of all public utilities and for drainage purposes. Access control is hereby granted to the appropriate governing body as indicated on the face of the plat. The easements access easement is hereby granted for access to the floodway reserve easement located on lot 6. The floodway reserve easements are hereby reserved for floodway reserve purposes and shall be the responsibility of the Homeowners Association for the Addition, until such time as the appropriate governing body agrees to assume the responsibility for maintenance and improvements to the drainage. No buildings shall be constructed or placed on or within said floodway reserve. There shall not be any fill, change of grade, creation of channel, or any other work carried on in said floodway reserve without the permission of the Engineer for said appropriate governing body. A drainage plan has been developed for this plat and all drainage easements, rights-of-way, or reserves shall remain as established, or as modified with the approval of the appropriate governing body, and undisturbed in order for the convenience of stormwater. Access control is hereby granted to the appropriate governing body and is as shown on face of the plat.

State of Kansas) SS
Sedgwick County)
Brock A. Barn
Any E. Barn
BAM Capital, LLC
Manager
Brock A. Barn

We, the undersigned, holders of a mortgage on the above described property, do hereby consent to this plat of "Twin Mill Estates", Sedgwick County, Kansas.

Bank of the West
Vice President
Mortgage Department

State of Kansas) SS
Sedgwick County)
The foregoing instrument acknowledged before me, this 3 day of July, 2011, by Brock A. Barn and Any E. Barn, husband and wife, both of whom are the owners of the above described property, and acknowledged before me, this 3 day of July, 2011, by Brock A. Barn, Manager of BAM Capital, LLC, on behalf of the LLC.

My Exp. 12/31/2011
Notary Public

State of Kansas) SS
Sedgwick County)
The foregoing instrument acknowledged before me, this 3 day of July, 2011, by Brock A. Barn and Any E. Barn, husband and wife, both of whom are the owners of the above described property, and acknowledged before me, this 3 day of July, 2011, by Brock A. Barn, Manager of BAM Capital, LLC, on behalf of the LLC.

My Exp. 12/31/2011
Notary Public

State of Kansas) SS
Sedgwick County)
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My Exp. 12/31/2011
Notary Public

This plat of "Twin Mill Estates", Sedgwick County, Kansas has been submitted to and approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas.

Dated this 20th day of July, 2011.

Wichita-Sedgwick County Metropolitan Area Planning Commission

Chairman
Secretary

State of Kansas) SS
Sedgwick County)
This plat approved and all dedications shown hereon, are hereby accepted by the Board of County Commissioners, Sedgwick County, Kansas, this day of July, 2011.

Chairman
Secretary

State of Kansas) SS
Sedgwick County)
This is to certify that this plat has been filed for record in the office of the Register of Deeds, this 21 day of July, 2011, at 2:15 PM and is duly recorded.

Register of Deeds
Deputy

State of Kansas) SS
Sedgwick County)
This plat approved and all dedications shown hereon, are hereby accepted by the Board of County Commissioners, Sedgwick County, Kansas, this day of July, 2011.

Chairman
Secretary

State of Kansas) SS
Sedgwick County)
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Sedgwick County)
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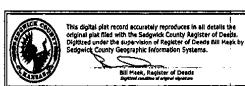
Chairman
Secretary

State of Kansas) SS
Sedgwick County)
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Register of Deeds
Deputy

Sheet 1 of 2

Savoy Company, P.A.
Land Surveyors
2011 Edwards, New 124, 194, 204, 214, 224, 234, 244, 254, 264, 274, 284, 294, 304, 314, 324, 334, 344, 354, 364, 374, 384, 394, 404, 414, 424, 434, 444, 454, 464, 474, 484, 494, 504, 514, 524, 534, 544, 554, 564, 574, 584, 594, 604, 614, 624, 634, 644, 654, 664, 674, 684, 694, 704, 714, 724, 734, 744, 754, 764, 774, 784, 794, 804, 814, 824, 834, 844, 854, 864, 874, 884, 894, 904, 914, 924, 934, 944, 954, 964, 974, 984, 994, 1004, 1014, 1024, 1034, 1044, 1054, 1064, 1074, 1084, 1094, 1104, 1114, 1124, 1134, 1144, 1154, 1164, 1174, 1184, 1194, 1204, 1214, 1224, 1234, 1244, 1254, 1264, 1274, 1284, 1294, 1304, 1314, 1324, 1334, 1344, 1354, 1364, 1374, 1384, 1394, 1404, 1414, 1424, 1434, 1444, 1454, 1464, 1474, 1484, 1494, 1504, 1514, 1524, 1534, 1544, 1554, 1564, 1574, 1584, 1594, 1604, 1614, 1624, 1634, 1644, 1654, 1664, 1674, 1684, 1694, 1704, 1714, 1724, 1734, 1744, 1754, 1764, 1774, 1784, 1794, 1804, 1814, 1824, 1834, 1844, 1854, 1864, 1874, 1884, 1894, 1904, 1914, 1924, 1934, 1944, 1954, 1964, 1974, 1984, 1994, 2004, 2014, 2024, 2034, 2044, 2054, 2064, 2074, 2084, 2094, 2104, 2114, 2124, 2134, 2144, 2154, 2164, 2174, 2184, 2194, 2204, 2214, 2224, 2234, 2244, 2254, 2264, 2274, 2284, 2294, 2304, 2314, 2324, 2334, 2344, 2354, 2364, 2374, 2384, 2394, 2404, 2414, 2424, 2434, 2444, 2454, 2464, 2474, 2484, 2494, 2504, 2514, 2524, 2534, 2544, 2554, 2564, 2574, 2584, 2594, 2604, 2614, 2624, 2634, 2644, 2654, 2664, 2674, 2684, 2694, 2704, 2714, 2724, 2734, 2744, 2754, 2764, 2774, 2784, 2794, 2804, 2814, 2824, 2834, 2844, 2854, 2864, 2874, 2884, 2894, 2904, 2914, 2924, 2934, 2944, 2954, 2964, 2974, 2984, 2994, 3004, 3014, 3024, 3034, 3044, 3054, 3064, 3074, 3084, 3094, 3104, 3114, 3124, 3134, 3144, 3154, 3164, 3174, 3184, 3194, 3204, 3214, 3224, 3234, 3244, 3254, 3264, 3274, 3284, 3294, 3304, 3314, 3324, 3334, 3344, 3354, 3364, 3374, 3384, 3394, 3404, 3414, 3424, 3434, 3444, 3454, 3464, 3474, 3484, 3494, 3504, 3514, 3524, 3534, 3544, 3554, 3564, 3574, 3584, 3594, 3604, 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Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29381745
Receipt #: 1861820
Pages Recorded: 3
Cashier Initials: CP
Authorized By [Signature]
Recording Fee: DDH

Date Recorded: 6/18/2013 8:46:44 AM



BEFORE THE COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A)
PORTION OF A PLATTED FLOODWAY)
RESERVE EASEMENT)
)
GENERALLY LOCATED EAST OF 127TH STREET) CASE NO. VAC2013-00002
EAST, APPROXIMATELY ¼-MILE NORTH OF)
39TH STREET SOUTH, NORTH OF TWIN MILL)
STREET, ON THE WEST OF TRIPLE CROWN)
STREET)

VACATION ORDER

NOW on this 12th day of June, 2013, at 9:00 o'clock A.M., comes the petition filed by Brock A. Beran (owner), praying for the vacation of the following-described portion of a platted floodway reserve easement, to-wit:

Partial Vacation of a platted Floodway Reserve Easement on Lot 6, Block B, Twin Mill Estates, Sedgwick County, Kansas: *That part of the platted Floodway Reserve Easement on Lot 6, Block B, Twin Mill Estates, Sedgwick County, Kansas, described as Commencing at the S.E. Corner of said Lot 6; thence N00°00'39"E, along the East line of said Lot 6, 155.60 feet to the N.E. Corner of said Easement; thence S88°12'01"W, along the Northerly line of said Easement, 179.88*

feet to a point of intersection for a Point of Beginning; thence N87°26'51"W, along the Northerly line of said Easement, 351.52 feet to the N.W. Corner of said Easement; thence S34°56'54"W, along the Westerly line of said Easement, 35.53 feet; thence S87°26'51"E, 164.74 feet; thence N84°15'33"E, 207.99 feet to the Point of Beginning.

WHEREUPON, it is shown that proper notice has been given by publication once at least 20 days prior to the date of hearing in the official county newspaper, such publication having occurred on, February 14, 2013; and it is further shown that proper proof of such publication has been filed herein. The Board finds that such notice is in lawful form and that it conforms to K.S.A. 58-2613, and amendments thereto.

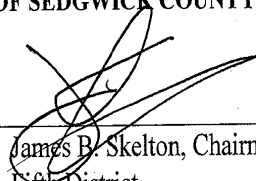
THEREAFTER, the Board, being duly advised in the premises, finds and determines that no private rights will be injured or endangered by such vacation; that the public will suffer no loss or inconvenience thereby; that no written objections hereto have been filed with the Sedgwick County Clerk; and that, in justice to the petitioner, the petition's prayer should be granted.

The Board further finds that the Metropolitan Area Planning Commission held a public hearing on the 7th day of March 2013, and recommended that the vacation petition herein be approved.

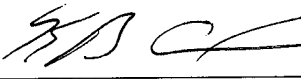
THEREFORE, IT IS ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS, that the portion of the platted floodway reserve easement, hereinabove described be the same and is hereby vacated. It is further ordered that County Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

DATED this 12 day of June, 2013.

**BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS**


James B. Skelton, Chairman
Fifth District

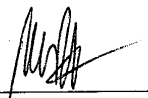
ATTEST:



Kelly B. Arnold, County Clerk



APPROVED AS TO FORM:



Robert W. Parnacott
Assistant County Counselor



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 28955350

Receipt #: 1680827
Pages Recorded: 1
Cashier Initials: LAS

Recording Fee: \$8.00
Authorized By:

Date Recorded: 2/29/2008 10:33:09 AM



INGRESS AND EGRESS EASEMENT

THIS INGRESS AND EGRESS EASEMENT ("Easement") is made and entered into this 27 day of Feb, 2008, by Brock A. Beran and Amy E. Beran, Owner(s) of the SW1/4 of the SW1/4 of Sec. 11, Twp. 28-S, R-2-E of the 6th P.M., Sedgwick County, Kansas ("Tract 1").

WITNESSETH:

WHEREAS, Brock A. Beran and Amy E. Beran are also Owners of the E1/2 of the SW1/4 of Sec. 11, Twp. 28-S, R-2-E of the 6th P.M., Sedgwick County, Kansas ("Tract 2").

WHEREAS, an existing access-way over a portion of "Tract 1" serves "Tract 2" and it is the desire of the owner(s) of "Tract 1" to grant an easement for ingress and egress to the owner(s) of "Tract 2".

NOW, THEREFORE, for good and valuable consideration the owner(s) of "Tract 1" hereby grants to the owner(s) of "Tract 2" for themselves and for all successors-in-title to "Tract 2" and all occupants, tenants, invitees and licensees of the owner(s) and occupants thereof, a perpetual, non-exclusive easement and right-of-way for purposes of ingress and egress and general access by vehicles to and from "Tract 2" over and across the existing access-way to wit:

The north 75 feet of the SW1/4 of the SW1/4 of Sec. 11, Twp. 28-S, R-2-E of the 6th P.M., Sedgwick County, Kansas.

IN WITNESS WHEREOF, this instrument executed the day and year first above written.

Brock A. Beran

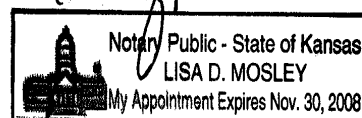
Amy E. Beran

State of Kansas)
Sedgwick County) SS

This instrument was acknowledged before me this 27th day of February, 2008 by Brock A. Beran and Amy E. Beran, husband and wife.

My Appointment Expires: November 30, 2008

Notary Public





Sedgwick County
Register of Deeds - Bill Meek
DOC. #/FLM-PG: 29221520

Receipt #: 1783740
Pages Recorded: 1
Cashier Initials: JS

Recording Fee: \$8.00
Authorized By:

Date Recorded: 6/2/2011 9:30:27 AM



RIGHT-OF-WAY EASEMENT

RURAL WATER DISTRICT NO. 3
SEDGWICK COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS, that **Brock Beran**

hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Rural Water District No. 3, Sedgwick County, Kansas, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove one or more water lines and appurtenances thereto over and across the following land owned by Grantors in **Sedgwick** County, State of Kansas:

SW Quarter, Section 11, Township 28 South, Range 2 East, Sedgwick County, Kansas.

Together with the right of ingress and egress over Grantor's adjacent lands for the purposes for which the above-mentioned rights are granted. The Easement hereby granted shall be limited and restricted across said land as follows: (i) a strip of land 30' in width abutting and parallel to the right(s) of way for any public roads adjacent to Grantor's property described above and (ii) upon any public road right of way upon Grantor's property described above.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use of Grantors' premises. Grantor agrees that no buildings or other structures including, roads, driveways, other pipelines, or utilities shall be constructed, installed, or maintained, nor cover removed or added, in, on, or over this easement that may interfere with the normal operation, maintenance, and safety of said water lines in Grantee's opinion. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 24 day of May, 2011

(signatures)

Brock Beran

STATE OF **Kansas**

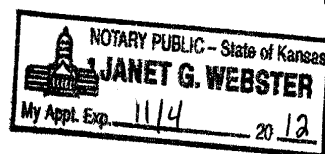
COUNTY OF **Sedgwick**

BE IT REMEMBERED, that on this 24 day of May, 2011 before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came **Brock Beran**, who **is** personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Notary Public

My appointment expires: 11/4/2012





Sedgwick County
Register of Deeds - Bill Meek
DOC #/FLM-PG: 28967250
Receipt #: 1684947
Pages Recorded: 2
Cashier Initials: SL
Recording Fee: \$12.00
Authorized By:

Date Recorded: 4/14/2008 12:20:58 PM



Grantor	<u>BERAN BROCK</u>
Grantee	<u>BUTER RURAL ELECTRIC COOPERATIVE ASSOCIATION INC</u>
Type of Document	<u>EASEMENTS - MISCELLANEOUS</u>
Recording Fees	<u>\$12.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$12.00</u>
Return Address	<u>BUTLER REC</u>
	<u>P O BOX 1242</u>
	<u>EL DORADO KS 67042</u>
	<u></u>

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, (whether one or more _____)

Brock Beran

(unmarried) (husband and wife) (hereafter called the "Grantor(s)") for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grant unto Butler Rural Electric Cooperative Association, Inc., a Kansas cooperative corporation (hereafter called the "Cooperative"), and to its successors or assigns, a right-of-way easement upon the lands of the Grantor,

situated in the County of Sedgwick, State of Kansas, and more particularly described as follows, such

right-of-way to be 20 feet wide: SW 1/4 11-28S-2E

SW/4 section 11, township 28S, range 2E commonly known as 3800 S 127th St E
Sedgwick County, Kansas

to construct, operate and maintain underground or overhead conduits or lines for the transmission and/or distribution of electric power on, under, along, over, and across the above-described lands and/or all waterways, streets, roads, highways or other areas reserved for public use or for the use of public utilities abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from substitutions and additions to such facilities as the Cooperative may from time to time deem advisable, including by way of example and not by way of limitation, the right to increase or decrease the number of wires; to cut, trim, and control the growth by chemical means, machinery or otherwise of trees, shrubbery, undergrowth and roots within or without such right-of-way that may interfere with or threaten to endanger such facilities, or which may be a hazard to such facilities in the opinion of the Cooperative by reason of falling on such facilities, and including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed; to keep such facilities clear of all buildings, structures or other obstructions except ordinary fences which do not constitute a hazard to or endanger such facilities and Grantor agrees not to construct any such improvements or obstructions within such right-of-way and not to construct any such improvements or obstructions without such right-of-way if such improvements or obstructions will constitute a hazard to or endanger such facilities; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

If such facilities are to be for underground service, there is attached hereto and made part hereof a plat showing the location of the center line of said right-of-way.

The Grantor agrees that all such facilities installed by the Cooperative shall remain the property of the Cooperative, removable at the option of the Cooperative.

It is understood and agreed that the Grantor, his successors and assigns, may use the land within this easement for any purpose not inconsistent with the right hereby granted the Cooperative, provided such use does not interfere with or endanger the construction, operation or maintenance of such facilities.

For the purposes of this easement, the Cooperative shall have the right of ingress and egress to, from and across the easement and the lands of the Grantor adjacent thereto, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to the Grantor.

The Cooperative agrees that it will repair or replace any improvements and pay for any crops of the Grantor which it may damage in the construction, operation and maintenance of such facilities to the extent of the fair market value of such improvements and crops immediately prior to the damage except as to the improvements or vegetation with which the Cooperative is otherwise authorized to deal under the terms of this easement.

The Grantor covenants that they are the owners of the above-described lands and have the right to convey this easement, that the Cooperative shall have quiet and peaceable possession, use and enjoyment of this easement, and that said lands are free and clear of encumbrances and liens whatsoever.

It is understood and agreed that the respective rights and duties of the Grantor and the Cooperative under the terms of this easement shall continue as rights and duties of their respective successor and assigns.

Dates this 16th day of September, 2007.

[Signature]
Brock Beran

STATE OF KANSAS, COUNTY OF Sedgwick, ss.

BE IT REMEMBER, THAT on this 16th day of September, 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brock Beran

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

[Signature]
Notary Public

My Commission Expires: November 30, 2008

Notary Public - State of Kansas
LISA D. MCJOLLEY
My Appointment Expires Nov. 30, 2008