

14-60 - WOMER CONSTRUCTION CO.
INC. REQUEST PARKING PERMIT
IN "AA" ZONE AT 21ST & WOOD-
LAWN

Hearing Sept 27, 1960

OCTOBER 11, 1960

MR. ROBERT H. NELSON
511 UNION CENTER BUILDING
WICHITA, KANSAS

SUBJECT: BZA 14-60

DEAR MR. NELSON:

ON SEPTEMBER 30, WE ADVISED YOU THAT THE BOARD OF ZONING APPEALS HAD APPROVED SUBJECT APPLICATION FOR AN OFF-STREET PARKING EXCEPTION NEAR 21ST STREET AND WOOD-LAWN. WE ALSO ADVISED THAT THE BOARD'S DECISION MIGHT BE APPEALED TO THE CITY COMMISSION PROVIDED THAT SUCH APPEAL WAS FILED ON OR BEFORE OCTOBER 7, 1960. THE CITY CLERK HAS ADVISED THAT NO APPEAL WAS FILED ON OR BEFORE THE DATE INDICATED AND THE DECISION OF THE BOARD OF ZONING APPEALS IS THEREFORE FINAL. A COPY OF THE RESOLUTION SETTING FORTH THE ACTION OF THE BOARD IS ATTACHED FOR YOUR INFORMATION AND FILES.

VERY TRULY YOURS,

LELAND R. EDMONDS
SECRETARY

LRE:BR

CC: WENNER CONSTRUCTION COMPANY, INC.
434 OHIO
WICHITA, KANSAS

S. B. MAPLE
BUILDING INSPECTION SUPERINTENDENT

BOARD OF ZONING APPEALS

OCTOBER 11, 1960

S. B. MAPLE, BUILDING INSPECTION SUPERINTENDENT

LELAND R. EDMONDS, SECRETARY

BZA 14-60

ATTACHED IS THE ORIGINAL OF RESOLUTION No. 14-60 APPROVED BY THE BOARD OF ZONING APPEALS ON SEPTEMBER 27, 1960. THE APPEAL PERIOD FOR THIS PARTICULAR CASE ENDED ON OCTOBER 7 AND NO APPEAL WAS TAKEN ON OR BEFORE THAT DATE. THE BOARD'S DECISION IS THEREFORE FINAL.

LELAND R. EDMONDS
SECRETARY

LRE:BR

ATTACHMENT

SEPTEMBER 30, 1960

MR. ROBERT H. NELSON
ATTORNEY
511 UNION CENTER BUILDING
WICHITA, KANSAS

DEAR MR. NELSON:

RE: BZA 14-60

AT ITS REGULAR MEETING OF SEPTEMBER 27, 1960, THE BOARD OF ZONING APPEALS CONSIDERED SUBJECT APPLICATION FOR EXCEPTION TO PERMIT OFF STREET PARKING ON PROPERTY LOCATED GENERALLY SOUTH OF 21ST STREET AND WEST OF WOODLAWN. THE BOARD OF ZONING APPEALS HAS RECOMMENDED THAT THE APPLICATION BE APPROVED SUBJECT TO CERTAIN CONDITIONS.

THE DECISION OF THE BOARD OF ZONING APPEALS WILL BECOME FINAL ON OCTOBER 7, 1960, PROVIDED THAT IT IS NOT APPEALED BY SOME INTERESTED PARTY. YOU WILL BE ADVISED WHETHER OR NOT AN APPEAL TO THE CITY COMMISSION HAS BEEN TAKEN BY ANY INTERESTED PARTY WITHIN THE PRESCRIBED TIME LIMIT.

VERY TRULY YOURS,

LELAND R. EDMONDS
SECRETARY

LRE:BER

CC: S. MAPLE

No. 3886393

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO <i>Robert W. Nelson</i>	POSTMARK OR DATE
STREET AND NO. <i>511 Union Center</i>	
CITY AND STATE <i>Wichita</i>	
<input checked="" type="checkbox"/> If shows to whom and when delivered	<input type="checkbox"/> If shows to whom, when, and address where delivered
<input type="checkbox"/> If you want return receipt, check which to whom and when delivered	<input type="checkbox"/> If you want restricted delivery, check here <input type="checkbox"/> 20¢ fee

POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.

#1-INSTRUCTIONS TO DELIVERING EMPLOYEE

Deliver ONLY address Show address where delivered

(Additional charges required for these services)

RETURN RECEIPT

Received the numbered article described on other side.

SIGNATURE OR NAME OF ADDRESSEE (must always be filled in)

Robert W. Nelson

SIGNATURE OF ADDRESSEE'S AGENT, IF ANY

Barbara Logan

DATE DELIVERED

SEP 12 1960

ADDRESS WHERE DELIVERED (only if requested)

SEP 13 1960



CE-10 (2-55)

No. 386393

RECEIPT FOR CERTIFIED MAIL—15¢

SENT TO <i>Robert H. Wilson</i>	POSTMARK OR DATE
STREET AND NO. <i>511 Union Center</i>	
CITY AND STATE <i>Wichita</i>	
<input checked="" type="checkbox"/> If you want a return receipt, check which of the following: <input checked="" type="checkbox"/> It shows to whom, when, and address where delivered. <input type="checkbox"/> It shows to whom, when, and address where delivered.	<input type="checkbox"/> If you want restricted delivery, check here. <input type="checkbox"/> 20¢ fee
POD Form 3800 July 1955 Replaces previous editions of this form which MAY be used.	

POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE, \$300

INSTRUCTIONS: Fill in items below and complete #1 on other side, when applicable. Moisten gummed ends and attach to back of article. Print on front of article RETURN RECEIPT REQUESTED.		<p>REGISTERED BY SEP 12 1960 KANSAS RETURN TO</p>
REGISTERED NO. <i>6386393</i>	NAME OF SENDER <i>Board of Zoning Appeals</i>	
CERTIFIED NO.	STREET AND NO. OR P.O. BOX <i>104 So. Main</i>	
INSURED NO.	CITY, ZONE AND STATE <i>Wichita, Kansas</i>	

POD Form 3811 Jan. 1955

CS-116-71848-4

SEPTEMBER 7, 1960

MR. ROBERT H. NELSON, ATTORNEY
511 UNION CENTER BUILDING
WICHITA, KANSAS

DEAR MR. NELSON:

YOUR APPLICATION FOR AN EXCEPTION UNDER PROVISIONS OF SECTION 28.04.140.B OF THE CODE OF THE CITY OF WICHITA, AND RELATING TO PREMISES LOCATED AS FOLLOWS:

BEGINNING AT A POINT 560 FEET SOUTH AND 50 FEET WEST OF THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 27 SOUTH, RANGE 1 EAST; THENCE SOUTH 200 FEET; THENCE WEST 710 FEET; THENCE NORTH 710 FEET; THENCE EAST 200 FEET; THENCE SOUTH 510 FEET; THENCE EAST 510 FEET TO POINT OF BEGINNING, GENERALLY LOCATED AT THE SOUTH-WEST CORNER OF THE INTERSECTION OF WOODLAWN AND 21ST STREET.

HAS BEEN GIVEN BOARD OF ZONING APPEALS CASE No. 14-60. ALL INQUIRIES AND REFERENCES SHOULD ALWAYS BE MADE TO THAT CASE NUMBER WHEN YOU SEEK INFORMATION FROM THE SECRETARY.

FURTHER, YOU ARE NOTIFIED THAT YOU MAY APPEAR BEFORE THE BOARD OF ZONING APPEALS FOR A HEARING ON THIS CASE ON TUESDAY, SEPTEMBER 27, 1960, AT 1:30 P.M. IN ROOM 401 CITY BUILDING ANNEX, 104 SOUTH MAIN, WICHITA, KANSAS.

VERY TRULY YOURS,

LELAND R. EDMONDS
SECRETARY

LRE:BER
CC: WOMER CONSTRUCTION Co., INC.
434 OHIO
WICHITA, KANSAS

CERTIFIED MAIL

BOARD OF ZONING APPEALS
ROOM 402 CITY BUILDING ANNEX
104 SOUTH MAIN
WICHITA, KANSAS

NOTICE TO ADJOINING PROPERTY OWNERS

AN APPLICATION FOR AN EXCEPTION HAS BEEN FILED BY _____
WOMER CONSTRUCTION CO., INC., 434 OHIO, WICHITA, KANSAS, BY
ROBERT W. NELSON, ATTORNEY, UNION CENTER BUILDING, WICHITA, KANSAS,

AS PROVIDED IN SECTION 28.04.140.B CODE OF THE CITY OF WICHITA.
THE APPLICANT DESIRES TO CONSTRUCT AND MAINTAIN A PARKING AREA ON
THE PREMISES LEGALLY DESCRIBED AS:

BEGINNING AT A POINT 560 FEET SOUTH AND 50 FEET WEST OF
THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 27 SOUTH,
RANGE 1 EAST; THENCE SOUTH 200 FEET; THENCE WEST 710 FEET;
THENCE NORTH 710 FEET; THENCE EAST 200 FEET; THENCE SOUTH
510 FEET; THENCE EAST 510 FEET TO POINT OF BEGINNING,
GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTER-
SECTION OF WOODLAWN AND 21ST STREET.

THIS APPLICATION HAS BEEN GIVEN CASE No. 14-60, AND A HEARING
WILL BE HELD BY THE BOARD OF ZONING APPEALS ON TUESDAY, SEPTEMBER
27, 1960, AT 1:30 P.M. IN ROOM 401 CITY BUILDING ANNEX, 104 SOUTH
MAIN STREET, WICHITA, KANSAS, AT WHICH TIME YOU MAY APPEAR, IF YOU
SO DESIRE, EITHER IN PERSON OR BY AGENT OR ATTORNEY.


LELAND R. EDMONDS, SECRETARY
BOARD OF ZONING APPEALS

NOTICE MAILED SETEMBER 9, 1960

ELLEN BELL GSELL
143 NORTH BATTIN

CAROLINE P. RICHENBURG
ESTATE OF PAUL JOHN RICHENBURG
5027 EAST 21ST STREET

*Jack Hinble
Union Center Bldg. Bob on there*

PAYMENT NOTICE
City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

Bld'g & Elev. _____ Elec. _____ Elev. Insp. _____
Exam Fees _____ Hse. Mvr. _____ Hse. Moving _____
Licse. _____ Mech. _____ Oil Well _____ Pav. Cuts _____
Plan. Pib'g. _____ Pib'g Cert. _____
Sanitation _____ Sewer _____ Signs _____ Sidewalk _____
Street _____ Trailers _____

DESCRIPTION	AMOUNT	
<i>Bga Application</i>	<i>30</i>	<i>00</i>

Name *Robert Nelson*

Address _____

Type _____ Due Date *9-2-60*

Comments: _____

Date *9-2-60* By *BS*

PETITION FOR PARKING PERMIT

TO: The Board of Zoning Appeals
of the City of Wichita
City Building
Wichita, Kansas

COMES NOW, The Womer Construction Co., Inc., a corporation, and for its petition to the Board of Zoning Appeals, alleges and states as follows:

1. That the petitioner herein is the owner of a tract of land located at the southwest corner of the intersection of 21st Street and Woodlawn, being 510 feet from the southwest corner of said intersection east and west, and 510 feet from intersection north and south, and petitioner herein is Lessee and in possession of a tract of land immediately to the west and south of the above described property from the owners thereof, which includes a tract of land 200 feet immediately to the west of said tract and 200 feet immediately to the south of said tract. Said lease includes a tract of land 200 feet in width immediately adjacent to and around the above tract on the west and south thereof; that the 510 foot square plot of land above referred to is zoned light commercial classification; that the 200 feet immediately adjacent to said tract of land is classified 9F.

2. Your petitioner further states that it intends to construct on said light commercial property a bowling alley and to properly use said area, it is necessary that additional parking space be obtained within the 200 feet of property above referred to, which is in addition to the parking space required in the zoning ordinances.

3. That filed herewith is a certificate from the Security Abstract Company certifying as to owners of all property within a 200 feet radius of the area zoned for parking facilities, to-wit: 200 feet adjacent to light commercial classification;

that attached hereto is an attorney's opinion as to the ownership of the light commercial property and a true and correct copy of the lease agreement by and between petitioner herein and owners of said property; that also attached hereto is a plot plan showing the proposed plan of improvements contemplated by the petitioner herein.

WHEREFORE your petitioner prays for authority from this Board, authorizing the use of said 200 feet of property immediately adjacent to the light commercial classification as above set forth for parking use and for such other and further authorization as may be necessary and incidental thereto.

WOMER CONSTRUCTION CO., INC.

BY: KAHRIS & NELSON

BY: Robert H. Nelson
Its Attorneys

LEASE AGREEMENT

THIS LEASE AGREEMENT, Made this _____ day of April, 1960, by and between EUREKA DEVELOPERS, INC., hereinafter called First Party, and R. W. WOMER, hereinafter called Second Party.

WITNESSETH:

That First Party in consideration of the rents, covenants and agreements of Second Party hereinafter set forth, does by these presents, let, lease and rent to Second Party, the following described real property, to-wit:

Block 7 and Reserve "A" in Second Addition to Crestview Heights, Wichita, Sedgwick County, Kansas, save and except for the following described tracts and parcels of land, to-wit:

Exception (1)

A tract of land beginning at the Northeast corner of Block 7 in Second Addition to Crestview Heights, Wichita, Sedgwick County, Kansas, thence West along the North line of Block 7 for a distance of 510 feet; thence South a distance of 510 feet; thence East a distance of 510 feet to the East line of Block 7; thence North a distance of 510 feet to the point of beginning, and excepted from this agreement; and

Exception (2)

A tract of land beginning at a point which is 900 feet South and 50 feet West of the Northeast corner of Section 12, Township 27, Range 1 East of the 6th P. M., Sedgwick County, Kansas, said point being on the West line of Woodlawn Avenue; thence along a line at a right deflection of $79^{\circ}10'$ from a line parallel with the East line of said Section 12 a distance of 300 feet; thence along a line at right deflection of $65^{\circ}30'$ a distance of 241.88 feet, which point is to be used as a point of commencement; thence along a line at right deflection of $71^{\circ}55'30''$ a distance of 165 feet; thence along a line at left deflection of 90° a distance of 200 feet; thence along a line at a left deflection of 90° a distance of 200 feet; thence along a line at left deflection 90° a distance of 200 feet; thence along a line at left deflection of 90° a distance of 35 feet and to the point of commencement, the same being situated in Reserve "A", Second Addition to Crestview Heights, Wichita, Sedgwick County, Kansas, and excepted from this agreement; and

Exception (3)

A tract of land described as beginning at the Southeast corner of the last above described tract (Exception 2) and running in an easterly direction parallel with the North line of said Section 12 a distance of 245.5 feet and to the West line of Woodlawn Avenue, thence North along the West line of Woodlawn Avenue a distance of

30 feet; thence West along a line parallel with the North line of said Section 12 a distance of 267.7 feet; and to the East line of the last above described tract (Exception 2); thence in a Southerly direction along the East line of the last above described tract (Exception 2) a distance of 37.5 feet and to the point of beginning, the same also being situated in Reserve "A", Second Addition to Crestview Heights, Wichita, Sedgwick County, Kansas, and excepted from this agreement; and

Exception (4)

A tract of land beginning at the Northwest corner of Block 7 in Second Addition to Crestview Heights, Wichita, Sedgwick County, Kansas; thence East along the North line of Block 7 for a distance of 150 feet; thence South a distance of 100 feet; thence West a distance of 77.35 feet; to the boundary lines between Block 7 and Reserve "A"; thence in a Northwesterly direction a distance of 123.6 feet along said boundary lines between Block 7 and Reserve "A" to the point of beginning, and excepted from this agreement; and

Exception (5)

All that part of ~~Block 7~~ ^{Reserve "A"} South of a line commencing at the Northeast corner of Lot 42 in Block 3, Second Addition to Crestview Heights, Wichita, Sedgwick County, Kansas, and running due East to the East line of Block 7 in Second Addition to Crestview Heights, Wichita, Sedgwick County, Kansas, and excepted from this agreement;

to have and hold the same for a term of four (4) years unto the said Second Party from the 12th day of May, 1960, to the 11th day of May, 1964.

Second Party in consideration of leasing the premises as above set forth, covenants and agrees with First Party to pay to First Party or its assigns or successors as rent for the same, the sum of Sixty Thousand Eight Hundred and no/100 (\$60,800.00) for said term of four (4) years, payable in the following manner, to-wit: For the first three years, the said rent is to be paid monthly in advance in the amount of \$1,266.66 per month, commencing on the 12th day of May, 1960, and payable thereafter on the 12th day of each and every month during the first three years of the said term of four years; and for the fourth year of said term commencing on May 12, 1963, the fourth and last year's rent shall be paid in advance in the amount of \$15,200.24 on or before May 12, 1963. Second Party will also pay any increase in real property taxes for both land and improvements over and above the taxes on the land for the year 1959.

Second Party covenants that he will at all times keep the grass, weeds or vegetation mowed and trimmed on said leased premises at his cost and expense. Second Party covenants with First Party that at the expiration of the time mentioned in this lease, he will give peaceable possession of the said premises to First Party in as good a condition as they now are and will not make or suffer any waste thereof, nor assign this lease without

the consent of First Party in writing having been first obtained, nor use or occupy said premises for any business or activity in violation of any law, ordinance or regulation, nor permit any liens or encumbrances to attach to said premises, and that upon the violation or default in any of the preceding covenants and provisions, or the nonpayment of any rent as aforesaid, First Party may at its election declare this lease at an end and to be terminated and may recover the same as if held by forcible detainer.

The covenants herein shall extend to and be binding upon the respective assigns and successors of the parties to this lease, save and except that this agreement and lease may not be assigned by Second Party without the express written consent of First Party as aforesaid, but that Second Party may underlet, sublet or sublease said premises.

It is understood and agreed that the above described premises are presently owned by Paul J. Richenburg and that First Party will proceed forthwith to obtain a proper lease so that the same may be duly assigned or sublet hereunder to Second Party in accordance with the provisions of this lease agreement and that the same shall be accomplished and consummated on or before May 12, 1960.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Attest:

EUREKA DEVELOPERS, INC.

Opal Hand, Secretary

By

Don Hand, President

First Party

R. W. Womer, Second Party

CORPORATION WARRANTY DEED

1215 494

THIS INSTRUMENT, Made this 21 day of May, 1960, in the year of our Lord one thousand nine hundred and sixty, between EUREKA DEVELOPERS, INC., State of KANSAS, to Corporation duly organized under the laws of the acting by its President, being thereunto duly authorized) in the County of Sedwick and State of Kansas of the first part; and Womer Construction Co., Inc. of the second part

WITNESSETH, That the said party of the first part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, has sold, and by these presents does grant and convey to the said part 2 of the second part, its heirs and assigns, all that tract or parcel of land situated in the County of Sedwick and State of Kansas, described as follows, to-wit:

A tract of land beginning at the Northeast corner of Block 7 in Second Addition to Crestview Heights, Wichita, Sedwick County, Kansas, thence west along the North line of Block 7 for a distance of 510 feet, thence South a distance of 510 feet, thence East a distance of 510 feet to the East line of Block 7, thence North a distance of 510 feet to the point of beginning.

RECEIVED
FILED

RECORDED
JUL 24 1960
15553
RUFUS E. DEERING
REGISTER OF DEEDS

with the appurtenances, and all the estate, title and interest of the said party of the first part therein, and the said Eureka Developers, Inc. hereby covenants and warrants that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, subject to easements and restrictions of record.

and that it will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, forever, against all persons lawfully claiming the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and company seal, this 21 day of May, 1960.

Attest: Opal Hand Secretary

EUREKA DEVELOPERS, INC.
By Don Ham President

STATE OF KANSAS, SEDWICK COUNTY, ss: BE IT REMEMBERED, That on this 22 day of May, A. D. 1960,

Notary Seal: RUFUS E. DEERING, REGISTER OF DEEDS, SEDWICK COUNTY, KANSAS

before me, a Notary Public, in and for the County and State aforesaid, came DON HAM, President of Eureka Developers, Inc.

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf of and as the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 22 day of May, 1960.

My Commission expires: 11/23/63

Notary Public

ROBERT C. FOULSTON (888-1947)
GEORGE SIEFRIN (895-1954)
GEORGE B. POWERS
CARL T. SMITH
JOHN F. EBERHARDT
ANDREW P. SCHOEPEL
SAMUEL E. BARTLETT
STUART B. CARTER
ROBERT C. FOULSTON
MALCOLM MILLER
ROBERT N. HARRIDGE
ROBERT M. SIEFRIN
RICHARD C. HARRIS
ANTHONY T. DECALY
GERALD SAWATZKY
DONALD L. CORDS
ROBERT L. HOWARD

COPY FROM

FOULSTON, SIEFRIN, SCHOEPEL, BARTLETT & POWERS

FOURTH NATIONAL BANK BUILDING

WICHITA 2, KANSAS

May 17, 1960

Womer Construction Co., Inc.
434 Ohio
Wichita, Kansas

Gentlemen:

This is to certify that we have examined the attached abstract of title to the following described real property, and our opinion with respect thereto is as follows:

PROPERTY

(1) All of Block 7, in Second Addition to Crestview Heights, Wichita, Kansas.

(2) All of Reserve "A" in Second Addition to Crestview Heights, Wichita, Kansas, except:

(a) Beginning at a point which is 900 feet south and 50 feet west of the NE corner of Section 12, Township 27, Range 1 East of the 6th P. M., Sedgwick County, Kansas, said point being on the west line of Woodlawn Avenue; thence along a line at a right deflection of $7^{\circ}10'$ from a line parallel with the east line of said Section 12, a distance of 300 feet; thence along a line at right deflection of $64^{\circ}30'$ a distance of 241.88 feet, which point is to be used as a point of commencement; thence along a line at right deflection of $71^{\circ}55'30''$ a distance of 165 feet; thence along a line at left deflection of 90° a distance of 200 feet; thence along a line at a left deflection of 90° a distance of 200 feet; thence along a line at left deflection of 90° a distance of 200 feet; thence along a line at left deflection of 90° a distance of 35 feet and to the point of commencement, the same being situated in Reserve "A", in Second Addition to Crestview Heights, Wichita, Kansas; and except

Womer Construction Co., Inc. #2
May 17, 1960

(b) Beginning at the SE corner of tract described above and running in an easterly direction parallel with the north line of said Section 12, a distance of 245.3 feet and to the west line of Woodlawn Avenue; thence north along the west line of Woodlawn Avenue a distance of 30 feet; thence west along a line parallel with the north line of said Section 12, a distance of 267.7 feet and to the east line of tract described above; thence in a southerly direction along the east line of tract described above a distance of 37.5 feet and to the point of beginning, the same being situated in Reserve "A", in Second Addition to Crestview Heights, Wichita, Kansas.

ABSTRACT

The abstract, No. 28602, consists of entries #1 to #76, both inclusive, including fractional entries #53-1/2 and #54-1/2, together with the following proceedings: proceedings in the Sedgwick County Probate Court In re Estate of Lettys Scott, Deceased (10 pages); proceedings in the Sedgwick County Probate Court In re Estate of Anson Scott, Deceased (16 pages); quiet title action No. A-25574 in the Sedgwick County District Court, Hope and Ira Scott et al. v. Ethel Scott Luetz et al. (9 pages); guardianship proceedings No. 26579 in the Sedgwick County Probate Court In re Estate of Wanda Scott, a minor (10 pages); guardianship proceedings No. 26646 in the Sedgwick County Probate Court In re Estate of Mary Lee Scott, a minor (9 pages); condemnation proceedings No. A-29088 in the Sedgwick County District Court In re Condemnation by Kansas Gas and Electric Company of an easement for electric transmission line over portions of captioned property (4 pages); quiet title action No. A-55611 in the Sedgwick County District Court, Paul J. Richenburg v. Elias U. Winders et al. (8 pages); and various proceedings in Case No. 35800 in the Sedgwick County Probate Court In re Paul John Richenburg, an insane and incompetent person (47 pages). The abstract is certified from the United States Government to May 10, 1960, at 7:00 o'clock a. m. by Fidelity Title Company, Inc.

Womer Construction Co., Inc. #3
May 17, 1960

FEE SIMPLE TITLE

From our examination of said abstract, it is our opinion that at the date of the abstractor's aforesaid certification fee simple title to the captioned property was vested as follows:

(a) Fee simple title to that portion of captioned Block 7 described as commencing at the northwest corner thereof, thence east 150 feet, thence south 100 feet, thence west 77.35 feet, thence northwest to the place of beginning, is vested in

DON HAND and OPAL HAND.

(b) Fee simple title to all of the remainder of captioned property is vested in

PAUL JOHN RICHENBURG, an incompetent person.

LIENS AND ENCUMBRANCES

(1) At entry #58 the entire NE/4 of 12-27S-1E (which includes all of the captioned property as well as other property) was mortgaged on May 23, 1956, by Paul J. Richenburg and Caroline P. Richenburg, husband and wife, to Eureka Developers, Inc., for the original principal amount of \$58,000.00, said mortgage being recorded in Mortgage Book 1198 at page 361.

(2) At entry #71 the above mentioned portion of the captioned property which stands in the names of Don Hand and Opal Hand, husband and wife, was mortgaged by them on May 2, 1957, to First Federal Savings and Loan Association of Wichita to secure an \$8,000.00 principal indebtedness, which mortgage is recorded in Mortgage Book 1243 at page 199.

Womer Construction Co., Inc. #4
May 17, 1960

TAXES

(1) With respect to that portion of captioned Block 7 which is vested in Don Hand and Opal Hand, taxes for 1957 and prior years have been paid in full, and taxes for the first half of 1959 have also been paid. However, taxes for 1958 in the amount of \$553.01, plus interest, are unpaid, and taxes for the last half of 1959, in amount of \$225.10, are also unpaid.

(2) With respect to the remainder of captioned Block 7, taxes for 1956 and all prior years have been paid in full; however, taxes are unpaid for the year 1957 in the amount of \$2.81 plus interest, for the year 1958 in the amount of \$5.33 plus interest, and for the year 1959 in the amount of \$5.24 plus interest.

(3) With respect to that portion of the captioned property in Reserve "A", taxes for the first half of 1959 and all prior years have been paid in full, while taxes for the last half of 1959 in amount of \$23.58 are unpaid.

REQUIREMENTS

(1) Unless you are purchasing subject thereto, the two above described mortgages at entries #58 and #71 should be released of record, and their release shown on the abstract.

(2) All of the above specified taxes should be paid in full, and their payment should be noted in the abstracter's certificate.

(3) At entry #61, Paul J. Richenburg and Caroline P. Richenburg, husband and wife, together with Paul J. Richenburg, Jr. and his wife, entered into a contract with Eureka Developers, Inc., a Kansas corporation, under date of May 16, 1956, whereby

Womer Construction Co., Inc. #5
May 17, 1960

Eureka Developers, Inc. acquired an option to purchase the entire NE/4 of 12-27S-1E which contains all the captioned property as well as other lands. This contract has already been recognized by the Probate Court of Sedgwick County, Kansas, in above mentioned probate case No. 35800 In re Paul John Richenburg, an insane and incompetent person, as binding and enforceable. In order to consummate your contract of purchase with Eureka Developers, Inc., however, it will be necessary to obtain an order by the probate court specifically authorizing the conveyance by Mr. Richenburg's guardian of the captioned property you are purchasing from Eureka Developers, Inc., which order will be predicated upon the option rights accorded by the aforesaid contract.

(4) At entry #63 the City of Wichita acquired an option to purchase all of Reserve "A" in Second Addition to Crestview Heights, Wichita, Kansas, such option to be exercisable only within two years from the date said Reserve "A" was annexed by the City of Wichita. At entry #72 is an ordinance adopted by the City of Wichita on July 16, 1957, whereby it was resolved to effect annexation, such resolution to become legally effective after its publication in the official city newspaper. Entry #72 also contains an affidavit of publication showing that this occurred on July 18, 1957. Accordingly, the city's option expired on July 18, 1959. We should prefer that a release of the unexercised option be obtained from the City of Wichita, recorded, and shown in the abstract. However, in view of the fact that the option has manifestly expired by its own terms and there is nothing whatever in the record to indicate that it was ever exercised, we are willing to waive this requirement in event it proves impossible to secure a formal release from the city.

(5) At entry #76 the City of Wichita on April 6, 1959, granted to Eureka Developers, Inc. an easement and right of way, for purposes of ingress and egress, to cross a strip of land described in the document. This easement recites that the City of Wichita is the owner in fee simple of the land with respect to which the easement is granted. The land involved is described by metes and bounds, and it appears to lie within that portion of Reserve "A" in Second Addition to Crestview Heights which is

Womer Construction Co., Inc.
May 17, 1960

#6

excepted from the captioned tract. However, we are unable to determine the precise location of the described land without a survey. In addition, the legal description of this land in entry #76 contains what is manifestly either an error in the original instrument itself or in the abstract in that the words "Northwest Corner" at the end of line 13 of the description should read "Northeast Corner". The abstracter should be asked to check this description, and, if in fact the word "northwest" reads "northeast" in the original instrument the abstract should be corrected accordingly. In any event, you should satisfy yourself by survey or otherwise that the land described in this easement does not include any of the captioned property. If, as we believe to be the case, the land covered by this easement adjoins but is not a part of the captioned property, you should obtain an assignment of this easement from Eureka Developers, Inc. at the time of consummation of your purchase.

(6) At entry #45 a comprehensive right of way easement was in 1941 granted to Continental Pipe Line Company, a corporation, with respect to the entire NE/4 of 12-27S-1E. This grants to Continental the right to lay, maintain, inspect, operate etc. one or more pipe lines for the transportation of oil, gas, water, and other products; to install drips, valves, meters, and other equipment; and to erect, maintain, repair etc. a line of poles, with anchorages and appurtenances, with telephone, telegraph, or electrical lines. This right of way agreement is recorded in Misc. Book 159 at page 442. At entry #74, Continental executed a partial release of its easement, which partial release is recorded in Misc. Book 429 at page 239. Under this release, the easement has now been restricted to a strip of land 40 feet in width, being 20 feet on either side of a line commencing at a point 195.7 feet south of the northeast corner of Section 12, and running diagonally, in a northwesterly direction, to a point 243.6 feet west of said northeast corner. This easement, as to the above described 40 foot diagonal strip of land, is still outstanding. If you contemplate erecting any structures on the portion of the captioned property which is subject to the Continental right of way, it will be necessary that you secure from Continental, record, and show on the abstract a written release or waiver from Continental consenting to your proposed improvements.

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(7) At entry #49, the Kansas Gas and Electric Company acquired by condemnation a right of way easement for an electric transmission line, such easement covering a strip of land 32 feet in width along the eastern edge of the NE¹/₄ of 12-27S-1E. According to the plat attached to the front of the abstract Woodlawn Boulevard, which runs along the entire eastern edge of the NE¹/₄ of said Section 12 adjoining captioned Block 7 on the east, is 50 feet wide. Accordingly, the Kansas Gas and Electric Company easement appears to lie entirely within the boundary of Woodlawn Boulevard, and, hence, does not affect the captioned lands.

(8) At entry #75 are several pages of detailed "Restrictive and Protective Covenants" which pertain to all of captioned property (as well as other property). You should read and thoroughly familiarize yourself with these covenants in order to be certain that any existing improvements on the captioned property are not in violation thereof, and that they will not unduly restrict your contemplated use of the land.

(9) That portion of the captioned property which is vested in Don and Opal Hand was acquired by them at entry #70 from Eureka Developers, Inc. in July, 1957. Eureka Developers, Inc., in turn, acquired title to that tract (as well as other property) in June, 1957, from Paul J. Richenburg, Jr. as guardian of the Paul John Richenburg estate, this earlier deed appearing at entry #67. The aforementioned probate proceedings pertaining to the Paul John Richenburg Estate (Case No. 35800) contains an order duly appointing Paul J. Richenburg, Jr. as such guardian on April 15, 1957, but the order is made contingent upon the guardian's first filing an oath of office and a \$25,000.00 bond to be approved by the probate court (see page 14 of abstracted proceedings). The abstract reflects the filing of the required oath on April 23, 1957, but does not expressly indicate that the requisite \$25,000.00 bond was filed and approved. Because the authority of Paul J. Richenburg, Jr. is vital to the present Don and Opal Hand title, page 14 of the abstracted proceeding should be expanded to include a showing that the required bond was duly filed and approved.

(10) The aforesaid abstracted probate court proceedings in the Paul John Richenburg Estate are presently out of order: the order of hearing begins on page 26 but is completed on page 29,

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and the petition which begins on page 27 is continued on page 30. The abstractor should be asked to reassemble the abstracted proceedings so that the pages appear and are numbered consecutively in their proper order.

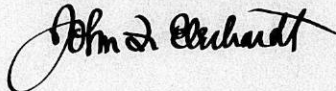
(11) At page 35 of the abstracted proceedings in the aforesaid Paul John Richenburg Estate matter is a petition, filed May 4, 1960, seeking enforcement of the hereinbefore mentioned option contract and, in accordance therewith, a conveyance from the present Richenburg guardian to Eureka Developers, Inc. of a tract of land 510 feet square located in the northeast corner of captioned Block 7. At pages 42-43 of these same abstracted proceedings is a petition by the current Paul John Richenburg guardian seeking authority to lease part of captioned Block 7 and part of captioned Reserve "A" to Eureka Developers, Inc. for a term of three years commencing May 12, 1960. Inserted between pages 43 and 44 of said abstracted proceedings, but not themselves numbered, are three photocopies of the proposed lease to which this petition relates. The photocopy is in large part illegible, but it appears to include, among other property, the 510 feet square tract of land in the northeast corner of captioned Block 7 immediately hereinbefore mentioned. Commencing at page 46 of said abstracted proceedings is an order entered May 9, 1960, authorizing the execution of said lease. In consummating your proposed purchase you should therefore make certain that this lease is assigned to you.

(12) You should determine the correct boundaries of the captioned property by inspection and survey; inquire regarding the rights of persons, if any, in possession; ascertain whether there are any unpaid bills for labor performed or materials furnished upon the captioned property within the past four months which might become the basis for mechanics' or materialmen's liens; determine whether there are any utility lines located on the captioned property other than where easements therefor exist; ascertain whether there are any unpaid special assessments against the captioned property; and, in event you propose to construct any improvements on the captioned property or utilize it for business purposes, determine whether there are any zoning ordinances which might affect your proposed usage.

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(13) You should be furnished two general warranty deeds to the captioned property, one to be executed and acknowledged by Don Hand and Opal Hand, husband and wife (as to that portion of Block 7 owned by them), and the other (covering the balance of the captioned property) to be executed directly to you by Glenn J. Shanahan as guardian of the Paul John Richenburg Estate (pursuant to court order) -- or, if for any reason the guardian's deed runs to Eureka Developers, Inc., your deed should be executed on behalf of Eureka Developers, Inc., a Kansas corporation, by its president, attested by its secretary, with the corporate seal being thereto affixed. To each deed federal documentary stamps should be affixed and canceled (computed at the rate of 55¢ per \$500.00, or fraction thereof, of the purchase price being paid for the deeded land, less the amount of any mortgage you assume or take subject to). If there are any improvements on the property, you should arrange to take over existing insurance policies or to procure new insurance coverage effective as of the date your purchase is consummated.

Respectfully submitted,



OF FOULSTON SIEFKIN SCHOEPEL BARTLETT & POWERS

JFE:dmo

OWNERSHIP LIST

Beginning at NE/c Block 7, Second Addition to Crestview Heights, Wichita, Kansas; th West along N ln of Block 7, 510'; th South 510'; thence East 510'; th N 510' to beg.

Womer Construction Co.
Inc.

All of Block 7 and Reserve A, Second Addition to Crestview Heights, Wichita, Kansas except Beg at NE/c Block 7; th W along N ln Blk 7 510'; th S 510'; th E 510'; th N 510' to beg and except Beg NW/c Block 7; th E along N ln Block 7, 150'; th S 100'; th W 77.30' to boundary line of Block 7 and Reserve A; th Nwly 123.6 feet to beg and except Beg at a pt which is 900' S & 50' W of NE/c 12-27-1E sd pt being on W ln of Woodlawn Ave; th along a ln at a right deflection angle of 7°10' from a line parallel with the E ln of sd Sec. 12 a dist of 300' th along a ln at rt deflection angle 64°30' a dist of 241.88' which pt is to be used as a pt of commencement; th along a line at right deflection of 71°55'30" a dist of 165'; th along a ln at left deflection angle of 90° a dist of 200'; th along a ln at a left deflection angle of 90° a distance of 200'; th along a ln at a left deflection angle of 90° a dist of 200'; th along a ln at left deflection angle a dist of 35' and to the pt of commencement; the same being situated in Reserve A Second Addition to Crestview Heights and also beginning at the SE/c of the tank site and running in an easterly dir parallel with the North ln of sd Sec. 12 a dist of 245.3' and to the W ln of Woodlawn Ave. a dist of 30'; th West along a line parallel with the N ln of sd Sec. 12 a dist of 267.7' and to the E ln of the tank site tract; th in a Sly dir along the E ln of the Tank Site tract a dist of 37.5' and to the pf of beg the same being situated in Reserve A, Second Addition to Crestview Heights.

Caroline P. Richenburg
Estate of Paul John
Richenburg

LOT	BLOCK	ADDITION	OWNER
14	8	Second Addition to Crestview Heights	Caroline P. Richenburg Estate of Paul John Richenburg
15	"	"	" 5027 East 21st St.
16	"	"	"
17	"	"	"
18	"	"	"
19	"	"	"
8	7	Third Addition to Crestview Heights	Board of American Mission of the Augustana Lutheran Church
NW 1/4 NW 1/4 7-27-2E			Ellen Bell Gsell 143 N Battin
SW 1/4 6-27-2E			E. J. Hinkle

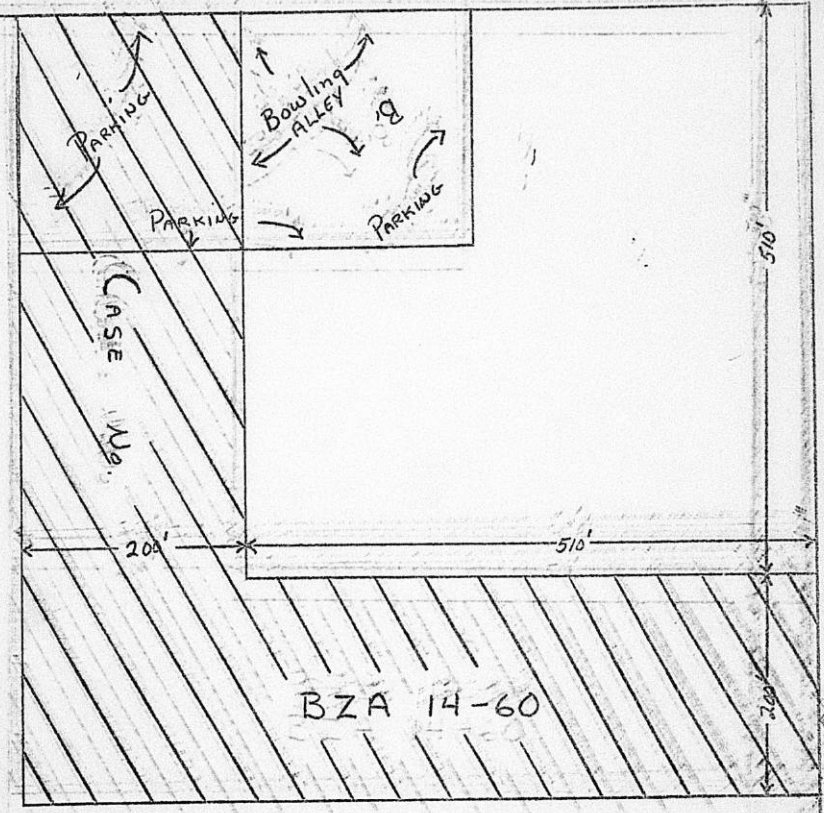
We hereby certify the foregoing to be a true and correct List of Property Owners within a two hundred foot radius of Part of Block 7 and Part of Reserve A, Second Addition to Crestview Heights, Wichita, Kansas, described as follows: Beginning at a point 510 feet South of the Northeast corner of said Block 7; thence South 200 feet; thence West 710 feet; thence North 710 feet; thence East 200 feet; thence South 510 feet; thence East 510 feet to the point of beginning, Sedgwick County, Kansas, as shown by the records in the Office of the Register of Deeds of said county, on this the 1st day of August, A. D., 1960 at 7:00 A. M.

THE SECURITY ABSTRACT AND TITLE CO., INC.

By *Lucille Schuman*
Vice President *and Treas*

Order No. 75623
(rnb)

21ST ST.



N

□ ZONED "LC"
▨ ZONED "RA"

*

This BZA. Case
Has a Large Drawing
On 35mm Microfilm
Roll # 1