

DR-75-35 - Gas Substation(Meter
Facilities Site)-City of Wichita
Gas Utility, East side of Rock
Road in an area approximately
1/4 mile north of 63rd St. South.

11-11-75
for

ACTION

DATE

COMMITTEE

M.A.P.C.

R.C.C./B.C.C.C.

Dealy

B.C.C.

Approved

Approved

Approved

11-13-75

11-20-75

12-3-75

Map No. 6040
 Sec. 29
 Twp. 28
 Range 2E

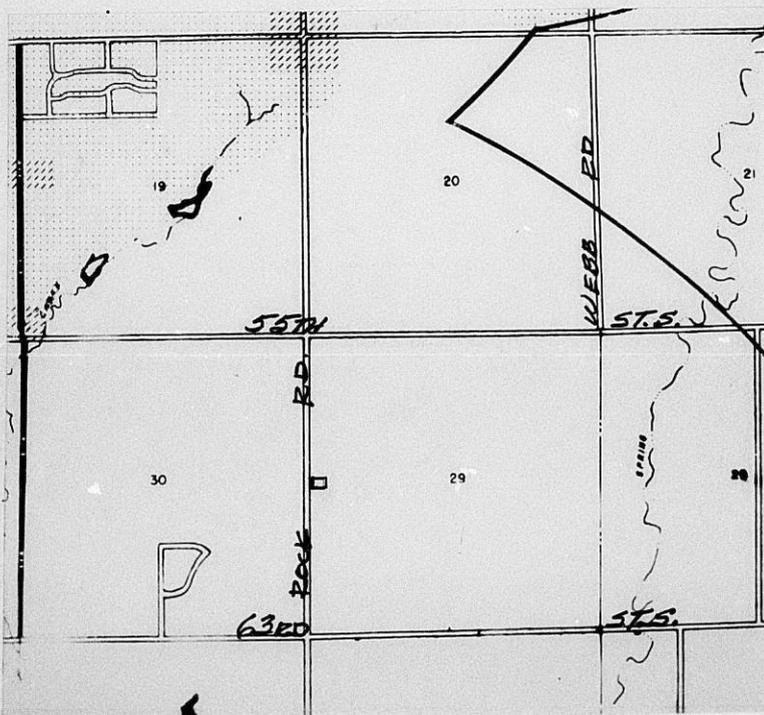
~~DR~~ DR. 75-35
 SCZ- _____
 CU- _____
 Filed _____

AREA DATA:

1. Acres: 0.018 (20 ft. by 40 ft.)
2. Adjoining Zoning: E _____ S _____ W _____ N _____
3. Land Use: East UNDEVELOPED South UNDEVELOPED
 West SINGLE FAM North UNDEVELOPED
4. Sketch Plan Land Use is for: _____
5. Present Land Use if for: _____
6. Area (is) (is not) platted.

PHOTO DATA:

Taken by _____ Date _____ Time _____



No. 2,131C
 MASTING, INC. - LOS ANGELES
 LOGAN - MCGREGOR, TR. U. S. A.

Smith
INC.

WICHITA-SEDGWICK COUNTY

DATE

December 22, 1975

METROPOLITAN AREA PLANNING DEPARTMENT

TO Vera Stevens, Zoning Department

1015 Stillwell . 67213

FROM Edythe Lakin, Secretary to Jack H. Galbraith

SUBJECT DR-33; DR-34; DR-35 and DR-36; Gas Substation (Meter Facilities Site) City of Wichita Gas Utility

Attached are copies of the four referral sheets in connection with the above captioned cases, and also a copy of the Memorandum of December 3, 1975 addressed to Syd Werbin which accompanied the original mail-out.

Edythe Lakin

Edythe Lakin
Secretary to Jack H. Galbraith

EL;el

Enclosures

December 3, 1975

Syd Werbin, County Building, Planning & Inspection
Jack H. Galbraith, Chief Planner

Attached are four referral sheets considered by the County Commission as an off-agenda item on this date. These four special permit cases all pertain to the requests by the City of Wichita Gas Utility Company for the purpose of installing gas utility substations. The action of the County Commission was to approve all four applications.

Please call if you have any questions.

Jack H. Galbraith
Chief Planner

JHG:ber

Attachments

Form T9-221A

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF COUNTY COMMISSIONERS
REQUEST FOR SPECIAL PERMIT

CASE NO. DR 75-35

CONSIDERED BY MAPC: 11-13-75

REQUEST FOR: Special Permit

REASON FOR REQUEST (AS PROVIDED BY APPLICANT):

Gas Substation (meter facilities site)

GENERAL LOCATION: East side of Rock Road in an area approxi-
mately 1/2 mile north of 63rd Street South

LEGAL DESCRIPTION:

Beginning at a point at the southwest corner and contiguous to the existing road right-of-way of the west 120 acres of the northwest quarter of Section 29, Township 28 South, Range 2 East; thence east along the property line a distance of forty feet; thence north 20 feet; thence west 40 feet; thence south to the point of beginning.

APPLICANT: City of Wichita Gas Utility

COUNSEL FOR APPLICANT: Jim Meyers, Energy Coordinator,
City of Wichita

PROTESTORS (LIST COUNSEL) IF ANY: None

SURROUNDING ZONING: To the north, south, east, and
west is "R" Rural Residential

LAND USE: Subject property is undeveloped; to the north, south,
east, and west is agriculture and undeveloped

PLANNING COMMISSION RECOMMENDATION:

11-13-75 - MAPC - That a special permit be approved as requested. Kamen moved, Collier seconded and it carried unanimously.
11-20-75 - Derby: That a special permit be approved as requested.
(Unanimous vote.)

ACTION: 1. Approve the application as recommended by the Metropolitan Area Planning Commission and the Derby Planning Commission; or
2. Take such action as the County Commission desires.

November 14, 1975

Mr. James Myers, Energy Coordinator
City of Wichita Gas Utility
Century Plaza Building
Wichita, Kansas 67202

Re: DR 75-35 - Request for Special
Permit - East side of Rock Road
in an area approximately 1/2
mile north of 63rd Street South

Dear Mr. Myers:

At the regular meeting of the Metropolitan Area Planning Commission on November 13, 1975, the above-captioned matter was considered. The action of the Commission was to recommend to the Board of County Commissioners that the request be approved.

This case will be considered by the Derby City Planning Commission on November 20, 1975, at 7:30 p.m. rather than 7:00 p.m., as our original notice stated. The meeting will be in the Derby City Building, Derby, Kansas.

Please call if there are any questions.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: Raymond H. Kennedy, RFD #2, Derby, Kansas 67037
John J. Clark, 315 Courtleigh, 67218

DR-75-35 - following number of notices and staff reports were sent on
11-7-75 for the MAPC meeting of 11-13-75 and also for the
DERBY CITY PLANNING COMMISSION meeting of 11-20-75:

NOTICES AND STAFF REPORTS:

Adjacent property owners & Jim Myers	3
Derby Planning Commissioners	11
	—
TOTAL	<u>14</u>

WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION
CITY BUILDING ANNEX, 104 South Main
Wichita, Kansas 67202

NOTICE TO ADJOINING PROPERTY OWNERS

November 6, 1975

The Wichita-Sedgwick County Metropolitan Area Planning Commission will consider the following item in Room 401 City Building Annex, 104 South Main, Wichita, Kansas, at its meeting at 1:30 p.m. on Thursday, November 13, 1975, at which time you may appear either in person or by agent or attorney, if you so desire.

CASE NO. DR-75-35

Special Permit Request to Allow the Construction
of a Gas Utility Substation.

Beginning at a point at the Southwest Corner and contiguous to the existing road right of way of the West 120 acres of the Northwest Quarter (NW/4) of Section 29, Township 28 South, Range 2 East; thence East along the property line a distance of forty (40) feet; thence North twenty (20) feet; thence West forty (40) feet; thence South to the point of beginning. Generally located on the east side of Rock Road in an area approximately $\frac{1}{2}$ mile north of 63rd Street South.

This matter will also be considered by the Derby City Planning Commission during their regularly scheduled meeting on Thursday, November 20, 1975, beginning at 7:00 p.m. in the Derby City Building, Derby, Kansas, at which time and place you may also appear either in person or by agent or attorney, if you so desire.

NOTE: It is the policy of the Planning Commission that any request for a deferral of the hearing of this case shall be submitted to the Secretary, Robert A. Lakin, 104 South Main, 7 days prior to the meeting. The Chairman or the Secretary may grant such a request for deferral. Persons requesting deferrals will be charged with the cost of preparing and mailing new notices.

Robert A. Lakin
Secretary

WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING DEPARTMENT

MAPC HEARING DATE: Nov. 13, 1975
DCPC HEARING DATE: Nov. 20, 1975

Case No. DR 75-35

Request: Special permit to allow construction of a Gas Utility Substation

Location: East side of Rock Road in an area approximately 1/2 mile north of 63rd Street South.

Reason: "Wichita Gas Utility service requires tap and metering adjacent to nearest existing connection with Anadarko line at 55th Street South and Rock Road."

Acres: .02

Size: 20 ft. by 40 ft.

	<u>Land Use</u>	<u>Zoning</u>
Existing	Agriculture & undeveloped	"R"
North	Agriculture & undeveloped	"R"
East	Agriculture & undeveloped	"R"
South	Agriculture & undeveloped	"R"
West	Agriculture & undeveloped	"R"

Platted: No

History: None

Comments

1. The City of Wichita Gas Utility has requested a special permit to allow construction of a Gas Utility substation to be operated in conjunction with the proposed natural gas pipeline running from South Central Kansas to the City of Wichita. Section 11.F.1 of the Sedgwick County Zoning Resolution permits the Board of County Commissioners to approve special permits for any public structure, installation or use by any department of City, County, State or Federal governments, subject to such restrictions as the County Commission deems necessary, provided that the Metropolitan Area Planning Commission shall first review the request and make a recommendation to the governing body.
 2. The Wichita Gas Utility has proposed to locate a meter run and odorizer that will extend approximately 7 feet above ground on a 20-foot by 40-foot tract on the east side of Rock Road approximately 1/2 mile north of 63rd Street South. No building is proposed and the site will be enclosed by a 6-foot chainlink fence with only a walk-through gate leading to the area.
-

WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING DEPARTMENT

MAPC HEARING DATE: Nov. 13, 1975
Derby " " : Nov. 20, 1975

Case No. DR-75-35

Request: Special Permit to Allow
Construction of a Gas Utility Substation

Location: East side of Rock Road in an area approximately 1/2 mile
north of 63rd Street South.

Reason/Proposed Use: "Wichita Gas Utility Service requires tap and
metering adjacent to nearest existing connection with Amadorde line
at 55th Street South and Rock Road"

Acres: .02

Size: 20' X 40'

	Land Use	Zoning
Existing	Agriculture and undeveloped	"R"
North	" " "	"R"
East	" " "	"R"
South	" " "	"R"
West	" " "	"R"

Existing R/W	
Proposed R/W	
Existing R/W	
Proposed R/W	
Existing R/W	
Proposed R/W	

Platted: No

~~Substantiated~~

History: None

1. The City of Wichita Gas Utility has requested a special permit to allow construction of a Gas Utility Substation to be operated in conjunction with the proposed natural gas pipeline running from south ^{central} Kansas to the City of Wichita. Section 11.F.1 of the ^{Subject} County Zoning Resolution permits the Board of County Commissioners to approve special permits for any public structure, installation, or uses by any department of City, County, State, or Federal Government subject to such restrictions as the ~~Board~~ ^{County Commission} deems necessary provided that the Metropolitan Area Planning Commission shall first review the request and make a recommendation to the governing body.

2. The Wichita Gas Utility has proposed to locate a meter run and odorizer that will extend approximately 7 feet above ground on a 20' x 40' tract on the east side of Rock Road approximately 1/2 mile north of 63rd Street South. No building is proposed and the site will be ~~surrounded~~ ^{enclosed} by a 6 foot chain link fence with only a walk through Gate leading to the area.

Rock Road

GRANTOR

✓ RAYMOND H. KENNEDY
RFD #2

DERBY, KAN 67037

Ph. 788 1185

✓ JOHN J. CLARK

315 COURT LEIGH

WICHITA KAN. 67216

Ph. - 683 - 7809

NO BUILDING

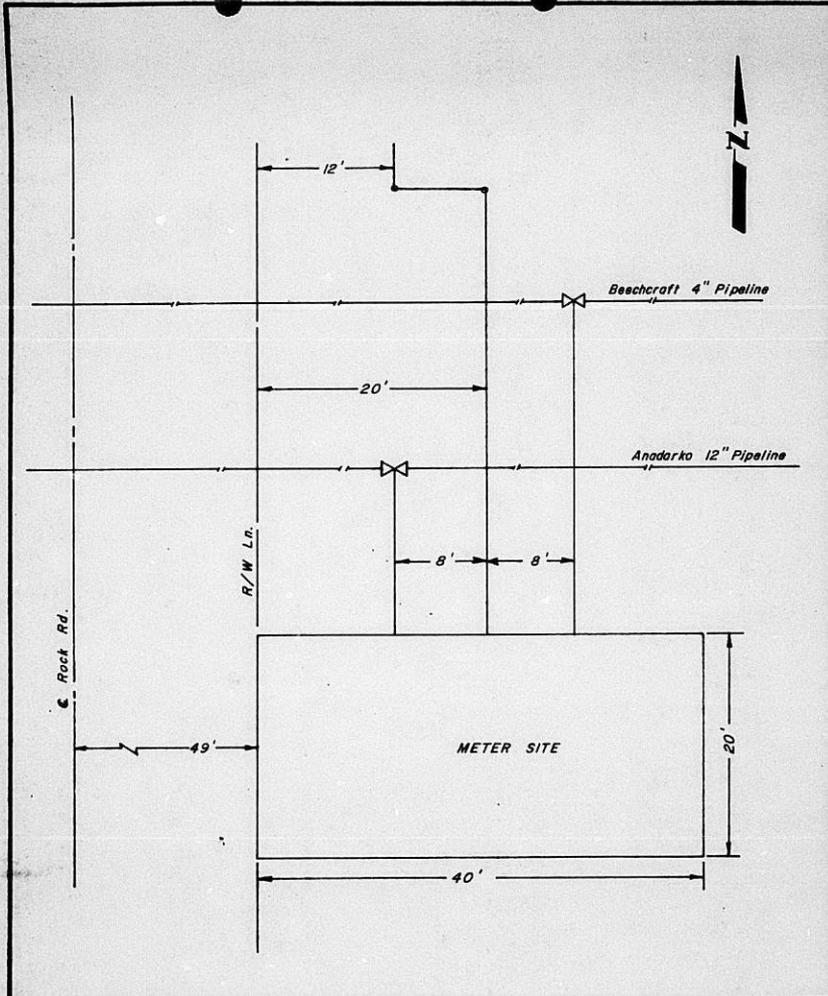
6' CHAIN LINK FENCE SURROUNDING THE
PROPERTY.

CONSIST OF A METER RUN.

AND ODORIZER THAT WILL EXTEND
APPROXIMATELY 7' FEET ABOVE GROUND

✓ Jim Myers
Energy Resources Division
Dept. of Community Development

ROCK ROAD.



WILLIAMS BROTHERS ENGINEERING COMPANY

A Resource Sciences company

TULSA, OKLAHOMA

METER & FACILITIES SITE

Date 10/1/75

Approved *[Signature]*

RAYMOND H. K. WIDDY
RD #2
DERBY 788.1548

NO RESIDENTS
within 200' of this
METER FACILITY

~~NO~~ NO ROAD.

ONLY A WALK-THROUGH
GATE LEADS TO THIS SITE

(John J. Clark
215 Court Leigan
683-7809)

LEASE AGREEMENT

On this 20th day of Sept, 1975,
Raymond H. Kennedy with post office address at
RR 2, Derby, Kansas 67037 (hereinafter called Owner),
and City of Wichita with post office address at
_____ (hereinafter called Lessee),
do hereby enter into a lease agreement of ONE Hundred Dollars
(100.00) per annum on the following described land in the
County of Sedgwick, State of Kansas.

Beginning at a point at the Southwest Corner and contiguous to the existing road right of way of the West 120 acres of the Northwest Quarter (NW/4) of Section 29, Township 28 South, Range 2 East; thence East along the property line a distance of forty (40) feet; thence North twenty (20) feet; thence West forty (40) feet; thence South to the point of beginning.

1. It is mutually agreed that the property so leased will be used for the installation, operation, and maintenance of a meter run and its associated equipment, and for no other purposes.
2. It is specifically understood that the City of Wichita will bear the cost of any fencing of this facility, and other modifications necessary for the utilization of said property for the purpose specified.
3. The City of Wichita shall indemnify and hold harmless the Owner for any liability arising out of the construction or operation of the meter run and other related equipment to be located upon said premises.
4. Should the Owner desire to sell the property covered by this lease, it shall promptly give written notice to the City of Wichita with full information concerning the proposed sale including the name and address of the prospective purchaser, purchase price, and all other terms of the offer. The City of Wichita shall then have an optional right, for a period of thirty (30) days after receipt of such notice to purchase on the same terms and conditions.

5. It is understood and agreed between the parties hereto that the obligations here of shall bind the heirs, successors, administrators, executors, and assigns of the parties hereto.

6. The terms of this agreement is for 10 years with the option to renew for two (2) additional 10 year periods.

Witness:

Owner:
i. Raymond H. Kennedy
ii. Christine L. Kennedy

STATE OF KANSAS }
COUNTY OF SEDGWICK } SS

On this 24 day of SEPTEMBER, A.D.,
19 75, before me, a notary public, personally appeared _____
RAYMOND H. KENNEDY & CHRISTINE L. KENNEDY, to me known to be the identical
person(s) named in and who executed the foregoing instrument, and
acknowledged that (he-they) executed the same as (his-their)
voluntary act and deed.

William T. Anderson
Notary Public

My Commission Expires:
9-16-75

CONFIDENTIAL

THE CITY OF WICHITA

OFFICE OF CITY MANAGER

DATE October 31, 1975



TO Robert A. Lakin, Director of Planning

FROM Ralph Wulz, City Manager

SUBJECT Gas Utility -- Conditional
Use Permits

I know that you are fully aware of the critical timing which is involved in getting the Gas Utility operational as is mandated by the terms of the gas purchase contracts. I will appreciate anything which you and your staff can do to assist in preventing unnecessary delays to the completion of the project.

I understand that at least one member of the news media is aware of an apparent lack of full cooperation between certain staff members of the Departments of Economic Development and Metropolitan Area Planning. It is imperative that any animosities be cleared up immediately and certainly that the City's interests not be permitted to be impeded.

If you feel that it is necessary, I will be glad to initiate a meeting of the interested parties.

Ralph Wulz
City Manager

RW/sh



Rock

6040

PR-75-35
Rock
Easement

Application For Approval of Conditional Use Permit
WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION

INSTRUCTIONS

1. All applicants requesting approval of a Conditional Use Permit should consult the Planning Department prior to submitting a formal application. The purpose of the consultation is to advise the applicant of his rights and responsibilities and the necessity of a detailed plan(s) to be submitted with the application for certain uses such as mobile home parks, sand extraction operations, multiple family development, etc.
2. An application for approval of a Conditional Use Permit must be signed by at least one of the owners of the property included within the application.
3. In order for any application to be considered by the Commission, the following items must be submitted to the Planning Department:

- A. Application form (PR-3). All blanks must be completely filled in with either the information requested or the notation - N/A - (Not Applicable). **INCOMPLETE APPLICATION FORMS WILL NOT BE ACCEPTED** for processing.
- B. Detailed plot plan(s) as may be required.
- C. A current abstractor's certificate listing the names, mailing addresses and zip codes of the owners of all adjacent property and including the property for which the conditional use is requested, in all directions from subject property for a distance of twice the frontage of the subject property but for a distance of not more than 1,000 ft. or less than 200 ft.
- D. The appropriate fee as established by the Zoning Regulation of Sedgwick County. The fee shall be the same as that for the district in which located. Those fees are as follows:

<u>"R", "R-1", and "AA" Classifications</u>	\$70.00
<u>"BB" Classification</u>	\$140.00
<u>"LC", "C", "E", and "F" Classifications</u>	\$200.00
(6 acres and under)	
<u>"LC", "C", "E", and "F" Classifications</u>	\$400.00
(over 6 acres)	

4. The Wichita-Sedgwick County Metropolitan Area Planning Commission will meet to consider Conditional Use requests on the second and fourth Thursday of each month at 1:30 p.m., in Room 401 City Building Annex, 104 South Main, Wichita, Kansas. An application for a Conditional Use, accompanied by appropriate documents and fees as listed above, must be filed with the Planning Department before 5 p.m., on the closing date established by the Metropolitan Area Planning Commission.
5. It is the policy of the Planning Commission that any request for a deferral of the hearing of this case shall be submitted to the Secretary, 104 South Main, at least 7 days prior to the meeting. If, in the discretion of the Chairman and Secretary, such deferral is to be granted, notices of such deferral and date of next hearing will be mailed to those who received original notice of the hearing. Persons requesting deferrals will be charged with the cost of preparing and mailing new notices.

APPLICATION FOR APPROVAL OF CONDITIONAL USE PERMIT
FOR PROPERTY LOCATED WITHIN THE JURISDICTION
OF THE BOARD OF COUNTY COMMISSIONERS OF
SEDGWICK COUNTY, KANSAS

This is an application for a Conditional Use Permit. The form must be completed and filed at the Planning Department, Room 402 City Building Annex, 104 South Main, Wichita, Kansas, in accordance with directions on the accompanying instruction sheet. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.

I. Name of applicant or applicants and/or their agent or agents. All owners of all property requested to be considered in this application must be listed in this item.

A. APPLICANT City of Wichita Gas Utility

ADDRESS 204 So. Main PHONE 262-0611

AGENT _____

ADDRESS _____ PHONE _____

B. APPLICANT _____

ADDRESS _____ PHONE _____

AGENT _____

ADDRESS _____ PHONE _____

C. APPLICANT _____

ADDRESS _____ PHONE _____

AGENT _____

ADDRESS _____ PHONE _____

(Use separate sheet if necessary for names of additional applicants).

II. The applicant proposes to establish a Meter Run Facility
_____ (use)

on property legally described as Lot 65 West 120 Acres of the
Northwest (NW/4) of Section 29, Township 28 South, Range 2 East
_____ Block(s) _____ of the _____

_____ Addition.

(If appropriate, metes and bounds description may be provided in the space below or on an attached sheet).

Beginning at a point at the Southwest Corner and contiguous to the existing road right of way of the West 120 acres of the Northwest Quarter (NW/4) of Section 29, Township 28 South, Range 2 East; thence East along the property line a distance of forty (40) feet; thence North twenty (20) feet; thence West forty (40) feet; thence South to the point of beginning.

THIS PROPERTY LOCATED AT (ADDRESS) _____ N/A _____

THE GENERAL LOCATION IS (USE APPROPRIATE SECTION)

A. AT THE N/A CORNER OF N/A AND N/A, OR

B. ON THE East SIDE OF Rock Road (AVENUE)
Near the South boundary of the property
~~XXXXXXXXXXXX~~ (AVENUE) STREET AND
_____ (AVENUE) STREET.

I V. THE PROPERTY INCLUDED IN THIS APPLICATION IS ZONED R
(ZONING DISTRICT CLASSIFICATION).

V. I REQUEST THIS CONDITIONAL USE PERMIT FOR THE FOLLOWING REASONS:
Wichita Gas Utility service requires tap and metering adjacent to nearest
existing connection with Anadarko line @ 55th So. & Rock Rd.

V I. I (WE), THE APPLICANT(S), ACKNOWLEDGE RECEIPT OF THE INSTRUCTION SHEET EXPLAINING THE METHOD OF SUBMITTING THIS APPLICATION. I (WE) REALIZE THAT THIS APPLICATION CANNOT BE PROCESSED UNLESS IT IS COMPLETELY FILLED IN; IS ACCOMPANIED BY A CURRENT ABTRACTOR'S CERTIFICATE AS REQUIRED IN THE INSTRUCTION SHEET; AND IS ACCOMPANIED BY THE APPROPRIATE FEE. I (WE) FURTHER CERTIFY THAT THE ABOVE AND FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY (OUR) KNOWLEDGE. I (WE) ACKNOWLEDGE THAT THE BOARD OF COUNTY COMMISSIONERS SHALL HAVE AUTHORITY TO IMPOSE SUCH CONDITIONS AS IT DEEMS NECESSARY IN ORDER TO SERVE THE PUBLIC INTEREST AND WELFARE.

NOTE: AT LEAST ONE OWNER MUST SIGN THIS APPLICATION. OTHER OWNERS MAY BE REPRESENTED BY AN AGENT OR AGENTS.

Raymond H. Kumbly

BY _____ BY _____
AUTHORIZED AGENT (IF ANY) AUTHORIZED AGENT (IF ANY)

BY _____ BY _____
AUTHORIZED AGENT (IF ANY) AUTHORIZED AGENT (IF ANY)

BY _____ BY _____
AUTHORIZED AGENT (IF ANY) AUTHORIZED AGENT (IF ANY)

V I I. OFFICE USE ONLY
This application was received at the Planning Department at _____
(AM, PM) on _____ (day, month, year). It has been checked
and found to be complete and accompanied by required documents and
the appropriate fee of \$ _____.

Name

Title

STATEMENT OF TITLE

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

The Fidelity Title Company, Inc., duly qualified Abstracter under the laws of the State of Kansas, after a careful search of the records of Sedgwick County, Kansas, makes the following statement concerning the title to the following described property situated in said County and State, to-wit:

The North One-half of the Southwest Quarter of Section Twenty nine (29), Township Twenty eight (28) South, Range Two (2) East of the 6th P.M., Sedgwick County, Kansas.

That the last deed or deeds purporting to convey title to said property is a Warranty Deed filed August 18, 1942; 9:50 A.M., recorded in Book "534" of Deeds, page 162, from Charles E. Smith and Lorena M. Smith, his wife, to JOHN J. CLARK.



and purports to be a full and complete conveyance of the entire fee simple title, except as follows:

Except one half of oil and gas royalty sold to W. G. Talbott on July 14, 1937, and recorded in Book Misc. 133, page 561.

That the Probate Court discloses the following facts with reference to the grantee under the last deed above set forth:

None

That said land is mortgaged as follows: (Any releases of record are assumed to be valid).

None

Dated at Wichita, Kansas, this 28th day of July, 19 75 at 7 o'clock A.M.

Tracer No. 29282

FIDELITY TITLE COMPANY, INC.
By *Quita Gray*
Assoc. Secy. ag
Fidelity Title
COMPANY, INC.

Walter FR

DEED RECORD 534 Aug 16 1942

The Wichita Eagle Press-3713

WARRANTY DEED (General Form)

From
 CHARLES E. SMITH ET UX
 To
 JOHN J. CLARK

State of Kansas, Sedgwick County, ss:
 This instrument was filed for record on the 10th day of August, A.D. 1942, at 9:50 o'clock A.M.
 ARCH. E. McVICAR
 Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this 10th day of August, A.D. 1942, between Charles E. Smith and Lorena M. Smith, his wife of Sedgwick County, in the State of Kansas of the first part, and John J. Clark of Sedgwick County, in the State of Kansas of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One and No/100 and other valuable consideration Dollars, the receipt whereof is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all the following-described Real Estate, situated in the County of Sedgwick, and State of Kansas, to-wit:

The North One-half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-nine (29), Township Twenty-eight (28) South, Range Two (2) East of the Sixth (6th) Principal Meridian.

(§4.95 I.R.S. CANCELLED)

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining, forever.

And said Charles E. Smith for himself and for his heirs, executors or administrators, do hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents he is lawfully seized in his own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above-granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature and kind soever;

Except one-half of oil and gas royalty sold to W. G. Talbott on July 14, 1937 and recorded in Book Miscellaneous 133, Page 561.

and that he will WARRANT AND FOREVER DEFEND the same unto said party of the second part his heirs and assigns, against said parties of the first part, their heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first-above written.

Charles E. Smith
 Lorena M. Smith

State of Kansas)
 Sedgwick County) ss.

BE IT REMEMBERED, That on this 10th day of August, A.D. 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles E. Smith and Lorena M. Smith, his wife

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

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

Term expires May 17, 1943. Ezra Dominick Notary Public.

(NOTARIAL SEAL)

STATEMENT OF TITLE

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

The Fidelity Title Company, Inc., duly qualified Abstracter under the laws of the State of Kansas, after a careful search of the records of Sedgwick County, Kansas, makes the following statement concerning the title to the following described property situated in said County and State, to-wit:

The East Half of the Southeast Quarter of Section 30, Township 28 South, Range 2 East, of the Sixth Principal Meridian, Sedgwick County, Kansas.

That the last deed or deeds purporting to convey title to said property is a

Warranty Deed filed March 19, 1962; 4:00 P.M., recorded in Book "1275" of Deeds, page 469, from M. H. Cheatum and Elizabeth L. Cheatum, husband and wife, to LOWELL L. ANDERSON and AILEEN R. ANDERSON, husband and wife, as joint tenants with the right of survivorship and not as tenants in common



and purports to be a full and complete conveyance of the entire fee simple title, except as follows:

None

That the Probate Court discloses the following facts with reference to the grantee under the last deed above set forth:

None

That said land is mortgaged as follows: (Any releases of record are assumed to be valid).

Mortgage filed March 19, 1962; 4:05 P.M., recorded in Book "1430" of Mortgages, page 315, from Lowell L. Anderson and Aileen R. Anderson, husband and wife, to THE FARMERS AND MERCHANTS STATE BANK, Derby, Kansas, in the sum of \$13,000.00.

Dated at Wichita, Kansas, this 30th day of September, 19 75 at 7:00 o'clock A.M.

Tracer No. 30464

FIDELITY TITLE COMPANY, INC.

By

Asst.

Carita Gray
Fidelity Title

COMPANY, INC.

This Indenture, Made this 30th day of December A. D. 1952
between M.H. Cheatum and Elizabeth L. Cheatum, husband and wife

of Sedgwick County, in the State of Kansas of the first part,
and Lowell L. Anderson and Aileen R. Anderson, husband and wife,

of Sedgwick County, in the State of Kansas, as joint tenants
with the right of survivorship and not as tenants in common, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
One (\$1.00) and other good and valuable considerations DOLLARS,
the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, and convey
unto the said parties of the second part and the survivor of them all the following described REAL ES-
TATE, situated in the County of Sedgwick and State of Kansas, to wit:
East One Half (1/2), South East One Fourth (1/4), Section
Thirty (30), Township Twenty Eight (28) South, Range
Two (2) East, Sedgwick County, Kansas.



FILED IN
TO W. C. WILLIAMS
MAR 15 1952
W. C. WILLIAMS
NOTARY CLERK

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD
4-1-52
MAR 1 9 1952
5172

NO. 152
RUEUS E. DEERING
REGISTER OF DEEDS
R. E. Deering

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, heredita-
ments and appurtenances therunto belonging or in anywise appertaining, forever, as joint tenants, the
survivor to take the whole estate.

And said Grantors
for themselves, their heirs, executors and administrators, do hereby covenant,
promise and agree, to and with said parties of the second part that at the delivery of these presents
they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance,
in fee simple, of and in all and singular the above granted and described premises, with the appurte-
nances; that the same are free, clear, discharged and unencumbered of and from all former and other
grants, titles, charges, estates, judgments, taxes, assessments or encumbrances, of every nature or kind
whatsoever:

and that they will WARRANT AND FOREVER DEFEND the same unto the said parties
of the second part and the survivor of them against said parties of the first part, their heirs,
and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their
hands, the day and year first above written.

M.H. Cheatum
Elizabeth L. Cheatum

STATE OF KANSAS, Sedgwick COUNTY, ss.

BE IT REMEMBERED, That on this 30 day of December A. D. 1952 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came M.H. Cheatum and Elizabeth L. Cheatum, husband and wife

who are personally known to me to be the same persons, who executed the within instrument of writing and such person s 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.

F.R. Bergover
Notary Public.
Term expires October 12 - 1953



THIS DEED SHOULD BE RECORDED

No. _____

Warranty Deed

JOINT TENANCY

FROM

TO

Entered in Transfer Record _____ in my office, this _____ day of _____ A. D. 19 _____

STATE OF KANSAS, _____ County, _____ ss. _____ County Clerk.

This instrument was filed for record on this _____ day of _____ A. D. 19 _____ at _____ o'clock _____ M., and duly recorded in Book _____ of Deeds, at page _____

By _____ Register of Deeds. _____ Deputy.

FEEES

Register of Deeds, for recording, \$ _____
County Clerk, for transfer, \$ _____
Total, \$ _____

THE SECURITY ABSTRACT & TITLE CO., Inc.
Wichita, Kansas

G. A. BELL, President
V. L. BERRY, Vice-Pres.
Abstract Plant
Phone 4-2124
Billing Bldg. Office
Phone 5-1724
Phone 4-2124
Phone 4-5815

MORTGAGE—Form A-1

This Indenture, Made this Seventeenth day of March in the year of Our Lord One Thousand Nine Hundred and Sixty-two between Lowell L. Anderson and Aileen R. Anderson, Husband and Wife of the County of Sedgwick and State of Kansas, parties of the first part, and The Farmers & Merchants State Bank, Derby, Kansas part Y of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Thirteen thousand and no/100 DOLLARS in hand paid by the said part Y of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, convey and confirm, unto the said part Y of the second part, and to its heirs and assigns forever, all of the following described real estate, lying and situated in the County of Sedgwick, and State of Kansas, to-wit: The East One-half (1/2) of the Southeast Quarter (SE1/4), Section 30, Township 28 South, Range 2 East, Sedgwick County, Kansas

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
H. O. S.
MAR 19 1962
5177

REGISTRATION FEE
Amt. of Indebtedness \$12,000 Fees \$32.50
Paid this MAR 19 1962
Paul E. Deering
Register of Deeds Sedgwick County, Kansas

WITNESSETH
Paul E. Deering
Register of Deeds Sedgwick County, Kansas

with appurtenances, and all the estate, title and interest in the said part 1/2 of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted and seized of a good and infeasible estate of inheritance therein, free and clear of all encumbrances.

PROVIDED ALWAYS, And these presents are upon these express conditions: That if the said parties of the first part their heirs and assigns, shall well and truly pay, or cause to be paid to the said part Y of the second part, its heirs or assigns, the sum of Thirteen thousand and no/100 DOLLARS with interest thereon at the time and in the manner specified in ONE certain promissory note, bearing date March 17, 1962 executed by the parties of the first part, payable to the order of The Farmers & Merchants State Bank, Derby, Kansas, in amount and due as follows:

Payable in 120 monthly installments of \$145 each on or before the 20th day of each month beginning April 20, 1962, to be applied first to interest at 6% and balance of payment to principal.

with 10 per cent interest per annum after due until paid, according to the true intent and meaning thereof, and in that case these presents and everything herein expressed shall be absolutely null and void. But on default of the payment of any part of the principal or interest of any one of said notes at maturity, or upon the failure to pay any lawful assessment upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable, and this instrument shall be subject to foreclosure according to law

In case of foreclosure and sale the parties of the first part hereby waive the right of appraisal of the premises. In TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands, and seal the day and year first above written.

Signed, sealed and delivered in the presence of
Lowell L. Anderson (Seal)
Aileen R. Anderson (Seal)

1490 PAGE 315

5400 30.50 4.05

1430 page 316

STATE OF KANSAS, Sedgwick County, ss:

BEFORE ME, That on this seventeenth day of March A.D., 1962, before me, a
notary public in and for said County and State, came
Lowell L. Anderson and Aileen R. Anderson, Husband and wife

to me personally known to be the same person who executed the within instrument, and they
acknowledged the execution of the same.

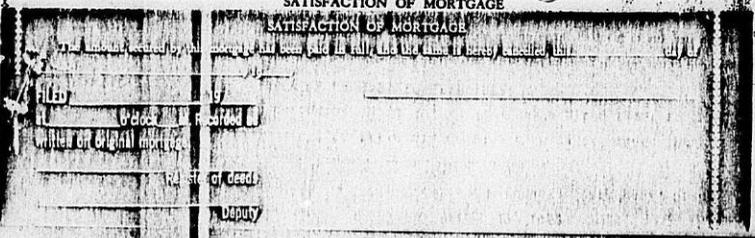
In WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on this
day and year last above written.

Elwood Jones
Elwood Jones

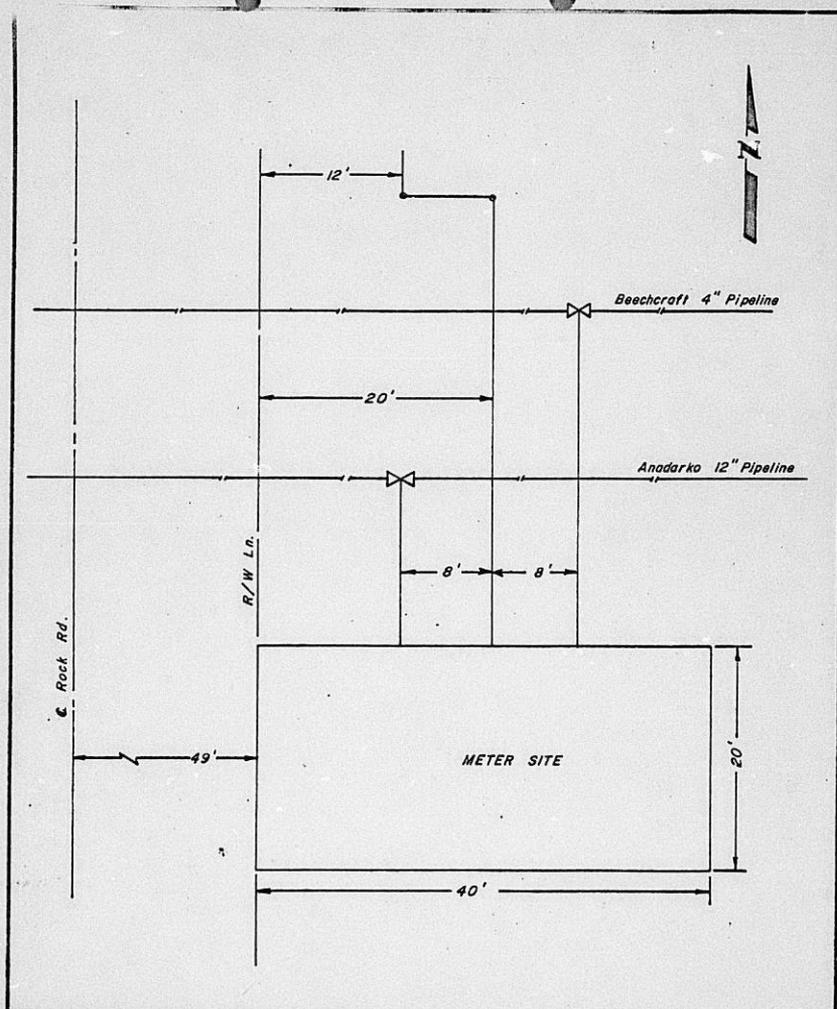


My commission expires June 18, 1964.

SATISFACTION OF MORTGAGE
SATISFACTION OF MORTGAGE



FILED
OFFICE OF THE REGISTER
COUNTY OF SEDGWICK
STATE OF KANSAS
DEPUTY



WILLIAMS BROTHERS ENGINEERING COMPANY

A Resource Sciences company

TULSA, OKLAHOMA

METER & FACILITIES SITE

Date 10/1/75

Approved *[Signature]*

Rock Road

RAYMOND KENNEDY

LEASE AGREEMENT

On this 24th day of Sept, 19 75.

Raymond H Kennedy with post office address at
RR 2, Derby Kansas 67037 (hereinafter called Owner),
 and City of Wichita with post office address at
 _____ (hereinafter called Lessee),

do hereby enter into a lease agreement of ONE Hundred Doll. ⁰⁰/₁₀₀
(\$100.00) per annum on the following described land in the
 County of Sedgwick, State of Kansas.

Beginning at a point at the Southwest Corner and contiguous to the existing road right of way of the West 120 acres of the Northwest Quarter (NW/4) of Section 29, Township 28 South, Range 2 East; thence East along the property line a distance of forty (40) feet; thence North twenty (20) feet; thence West forty (40) feet; thence South to the point of beginning.

Wichita

1. It is mutually agreed that the property so leased will be used for the installation, operation, and maintenance of a meter run and its associated equipment, and for no other purposes.
2. It is specifically understood that the City of Wichita will bear the cost of any fencing of this facility, and other modifications necessary for the utilization of said property for the purpose specified.
3. The City of Wichita shall indemnify and hold harmless the Owner for any liability arising out of the construction or operation of the meter run and other related equipment to be located upon said premises.
4. Should the Owner desire to sell the property covered by this lease, it shall promptly give written notice to the City of Wichita with full information concerning the proposed sale including the name and address of the prospective purchaser, purchase price, and all other terms of the offer. The City of Wichita shall then have an optional right, for a period of thirty (30) days after receipt of such notice to purchase on the same terms and conditions.

5. It is understood and agreed between the parties hereto that the obligations here of shall bind the heirs, successors, administrators, executors, and assigns of the parties hereto.

6. The terms of this agreement is for 10 years with the option to renew for two (2) additional 10 year periods.

Witness:

Owner:

x Raymond H. Kennedy
x Christine L. Kennedy

STATE OF KANSAS }
COUNTY OF SEDGWICK } SS

On this 24 day of SEPTEMBER, A.D.,
19 75, before me, a notary public, personally appeared _____

Raymond H. Kennedy & Christine L. Kennedy to me known to be the identical
person(s) named in and who executed the foregoing instrument, and
acknowledged that (he-they) executed the same as (his-their)
voluntary act and deed.

William T. Anderson

Notary Public

My Commission Expires:

9-16-75

COUNTERPART
LEASE AGREEMENT

On this 29th day of September, 1975,

Leo Kennedy with post office address at
4709 E. Vassar, Fresno, Calif. (hereinafter called Owner),
and City of Wichita with post office address at
_____ (hereinafter called Lessee),

do hereby enter into a lease agreement of one hundred dollars
(\$100.00) per annum on the following described land in the
County of Sedgwick, State of Kansas.

Beginning at a point at the Southwest Corner and con-
tiguous to the existing road right of way of the West
120 acres of the Northwest Quarter (NW/4) of Section
29, Township 28 South, Range 2 East; thence East along
the property line a distance of forty (40) feet;
thence South to the point of beginning.

*Point
Use for
legisl
Consent closed*

1. It is mutually agreed that the property so leased will
be used for the installation, operation, and maintenance of a meter
run and its associated equipment, and for no other purposes.

2. It is specifically understood that the City of Wichita
will bear the cost of any fencing of this facility, and other
modifications necessary for the utilization of said property for
the purpose specified.

3. The City of Wichita shall indemnify and hold harmless
the Owner for any liability arising out of the construction or
operation of the meter run and other related equipment to be
located upon said premises.

4. Should the Owner desire to sell the property covered
by this lease, it shall promptly give written notice to the City
of Wichita with full information concerning the proposed sale
including the name and address of the prospective purchaser,
purchase price, and all other terms of the offer. The City of
Wichita shall then have an optional right, for a period of
thirty (30) days after receipt of such notice to purchase on the
same terms and conditions.

5. It is understood and agreed between the parties hereto that the obligations here of shall bind the heirs, successors, administrators, executors, and assigns of the parties hereto.

6. The terms of this agreement is for 10 years with the option to renew for two (2) additional 10 year periods.

Witness:

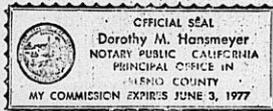
Dorothy M Hansmeyer

Owner:

Leo A Kennedy
Ida Kennedy

STATE OF California }
COUNTY OF Alameda } SS

On this 29th day of September, A.D.,
19 76, before me, a notary public, personally appeared _____
Leo Kennedy & Ida Kennedy, to me known to be the identical
person(s) named in and who executed the foregoing instrument, and
acknowledged that (he-they) executed the same as (his-their)
voluntary act and deed.



Dorothy M Hansmeyer
Notary Public

My Commission Expires:

June 3, 1977

ROCK ROAD





PLANNING ASSISTANCE ACT OF 1954	MAILED THROUGH A FEDERAL COMPANY AND PREPARED BY WESTERN AIR MAPS, INC. AS	6040	6040
		S 29 T 28 S	R 2E