



226 E. Ross St. | Clearwater, KS 67026

AUCTION: BIDDING OPENS: Tues, Sept 8th @ 2:00 PM

BIDDING CLOSING: Wed, Sept 16th @ 4:00 PM

12041 E. 13th St. N. · Wichita, KS 67206
316.867.3600 · 800.544.4489 · McCurdy.com



McCurdy
REAL ESTATE & AUCTION

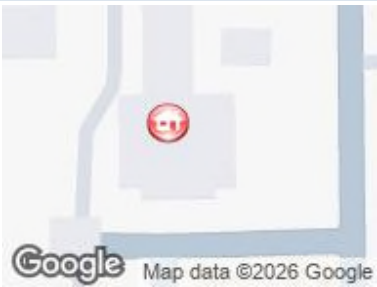


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MLS # 677323
Status Active
Contingency Reason
Property Type Office
Address 226 E Ross
Address 2
City Clearwater
State KS
Zip 67026
County Sedgwick
Area SCKMLS
Asking Price \$0
Class Commercial/Ind/Bus
For Sale/Auction/For Rent Auction
Associated Document Count 0
Picture Count 36



GENERAL

List Agent - Agent Name and Phone	Braden McCurdy	List Date	7/31/2026
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Realtor.com Y/N	Yes
Co-List Agent - Agent Name and Phone		Display on Public Websites	Yes
Co-List Office - Office Name and Phone		Display Address	Yes
Showing Phone	888-874-0581	VOW: Allow AVM	Yes
Sale/Lease		VOW: Allow 3rd Party Comm	Yes
Building Size SqFt	5,001 - 10,000	Virtual Tour Y/N	
Number of Acres	0.66	Days On Market	10
Zoning	Central Bus Dis	Cumulative DOM	10
Parcel ID	266-23-0-43-05-009.00	Input Date	8/10/2026 1:25 PM
# of Stories	1	Update Date	8/10/2026
Apx Gross Building SqFt	9,180.00	Off Market Date	
Apx Net Rentable SqFt		Status Date	8/10/2026
Apx Min Available SqFt	9,180.00	HotSheet Date	8/10/2026
Apx Max Contiguous SqFt	9,180.00	Price Date	8/10/2026
Apx Vacant SqFt	9,180.00		
Land SqFt	28,749.00		
Present Use of Bldg	Vacant		
Bldg on Leased Land			
Invest Package Available	No		
Year Built	1971		
Subdivision			
Legal	BEG 247 FT N & 160 FT E SW COR LOT 144 ROSS AVE E 63 FT S 80 FT E 77 FT S 167 FT W 140 FT N 247 FT T		

DIRECTIONS

Directions (Clearwater) Ross & Tracy - East on Ross to property

FEATURES

LOADING DOCK None	ROOF Metal	OWNER PAID EXPENSES External Building Repairs Electricity Gas Internal Building Repairs Janitorial Mechanical Repairs Personal Property Tax Property Insurance Real Estate Taxes Sewer Site Maintenance Trash Water	DOCUMENTS ON FILE Leases
RAIL None	UTILITIES AVAILABLE Electric City Water City Sewer Separate Meters		OWNERSHIP Corporate
OVERHEAD DOORS 4 or More 8 Ft Clearance 10 Ft Clearance 12 Ft or More Wide	FLOORS Carpet Concrete Slab		SHOWING INSTRUCTIONS Call Showing #
PARKING Parking Lot Parking Over 25 Paved	HEATING Electric Forced Air	ELECTRICAL Single Phase	LOCKBOX Combination
ROAD FRONTAGE City Arterial	COOLING Central Air		TYPE OF LISTING Excl Right w/o Reserve
LOCATION			AGENT TYPE Sellers Agent
			FLOOD INSURANCE Unknown
			POSSESSION At Closing

FEATURES

Corner Lot	TENANT PAID EXPENSES	MISCELLANEOUS FEATURES	SPECIAL FEATURES/HANDICAP
Freestanding	None	Fencing	Grab Bars
CONSTRUCTION		Security Lights	CEILING HEIGHT
Concrete-Block		PROPOSED FINANCING	11-15 feet
SIDEWALL HEIGHT		Other/See Remarks	PRESENT USE
11 Ft to 13 Ft		TERMS OF LEASE	Professional/Office
		Month to Month	

FINANCIAL

Assumable Y/N	No
With Financing	
Value Land	
Value Improved	0
General Property Taxes	\$12,406.58
General Tax Year	2025
Special Taxes	60.00
Special Tax Year	2025
Special Balance	60.00
Gross Income	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks	Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, September 8th, 2026 at 2:00 PM (ct) BIDDING CLOSING: Wednesday, September 16th, 2026 at 4:00 PM (ct). Bidding will remain open on this property until 90 seconds have passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!!! Exceptional commercial opportunity! This 9,180± SF property offers a versatile mix of office space, a banquet/reception area, and storage units, all situated on 0.66± acres. The property features ample parking and excellent visibility, making it ideal for a variety of business uses. With all storage units currently rented, the property provides immediate rental income while offering plenty of potential for additional revenue or owner-occupied use. Whether you're looking for a retail location, office space, event venue, or a flexible investment property, this versatile building offers endless possibilities. 9,180± sq ft 0.66± acre corner lot Zoned Central Business District Terrific visibility 5 offices Reception/lobby area 2 restrooms Overhead door - 10'x12' Covered entrances Paved parking lot w /ability to accommodate over 25 cars 3 curb cuts; access from Ross & Gorin 7 storage units & 1 shipping container - All occupied Each unit \$100/month MTM leases Annual gross: \$9600 Shipping container transfers w/ sale A member of the selling entity is a licensed real estate licensee in the state of Kansas. Any personal property remaining in the property at closing will be considered abandoned property. *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of check, or immediately available, certified funds in the amount of \$25,000 for a 30 day close, \$35,000 for a 45 day close.
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MARKETING REMARKS

Marketing Remarks

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	9/8/2026	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Broker Registration Req	Yes	2 - Open Start Time
Broker Reg Deadline	09/15/2026 @ 5pm	2 - Open End Time
Buyer Premium Y/N	Yes	3 - Open for Preview
Premium Amount	0.10	3 - Open/Preview Date
Earnest Money Y/N	Yes	3 - Open Start Time
Earnest Amount %/\$	25,000.00	3 - Open End Time

TERMS OF SALE

Terms of Sale See terms and conditions

PERSONAL PROPERTY

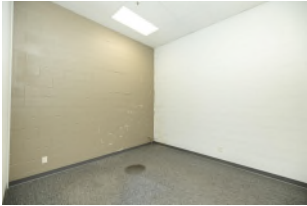
Personal Property

SOLD

How Sold
Sale Price
Net Sold Price
Pending Date

Closing Date
Short Sale Y/N
Seller Paid Loan Asst.
Previously Listed Y/N
Includes Lot Y/N
Sold at Auction Y/N
Selling Agent - Agent Name and Phone
Selling Office - Office Name and Phone
Co-Selling Agent - Agent Name and Phone
Co-Selling Office - Office Name and Phone
Appraiser Name
Non-Mbr Appr Name

ADDITIONAL PICTURES





DISCLAIMER

This information is not verified for authenticity or accuracy and is not guaranteed. You should independently verify the information before making a decision to purchase. © Copyright 2026 South Central Kansas MLS, Inc. All rights reserved. Please be aware, property may have audio/video recording devices in use.

TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Real Estate & Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and, in the event that Bidder is the successful bidder, the Contract for Purchase and Sale. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; easements; covenants; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has had an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. It is the sole responsibility of Bidder to monitor McCurdy's website with respect to any updates or information regarding any Real Estate on which Bidder is bidding. Bidder acknowledges that information regarding the Real Estate may be updated or changed on McCurdy's website at any time prior to the conclusion of bidding and that Bidder has timely reviewed the Real Estate information or assumes the risk of not having done so.
5. There will be a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
6. The Real Estate is not offered contingent upon financing or appraisal.
7. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, ACH or immediately available, certified funds in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. In the event that Bidder fails to pay the aforementioned earnest money by the time set forth above, Seller may terminate this Contract and proceed forward with selling the Real Estate to another buyer in addition to all other rights Seller may have under these Terms and Conditions. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.

8. In the event the nonrefundable earnest money required to be paid as set forth above is in excess of the purchase price, the earnest money amount shall be reduced to the purchase price which Bidder will be required to pay under the same provisions as set forth above.
9. Auction announcements, postings or notifications (as applicable) take precedence over anything previously stated or printed, including these Terms and Conditions.
10. In the event of a conflict between these Terms and Conditions and any other rules, terms, or agreements governing the use of the online bidding platform, these Terms and Conditions govern.
11. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.
12. Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. If the successful Bidder fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
13. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors.
14. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder (at live events) and any guests or minors accompanying Bidder at this auction or components of the auction process and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes. Bidder also agrees that this information may remain in the public domain for perpetuity. The Real Estate may have audio and/or video recording in use.
15. Broker/agent participation is invited. Broker/agents must fulfill the responsibilities and obligations set forth in the Broker Registration form to qualify for a cooperation/referral fee. To register, the completed form must be received and registered with McCurdy no later than 5 p.m. on the business day prior to the auction. In the event they have not fulfilled the requirements for participation, you may be responsible for the financial obligations with them.
16. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
17. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Real Estate. Any person entering on the Real Estate assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Real Estate, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
18. McCurdy reserves the right to establish all bidding increments. Should the Bidder have any request on increments, it is the responsibility of Bidder to call McCurdy within a reasonable time prior to the conclusion of the auction.
19. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
20. When creating an online bidding account, Bidder must provide complete and accurate information. Bidder is solely responsible for maintaining the confidentiality and security of their online bidding account and accepts full

responsibility for any use of their online bidding account. In the event that Bidder believes that their account has been compromised, Bidder must immediately inform McCurdy at auctions@mccurdy.com.

21. Bidder uses the online bidding platform at Bidder's sole risk. McCurdy is not responsible for any errors or omissions relating to the submission or acceptance of online bids. McCurdy makes no representations or warranties as to the online bidding platform's uninterrupted function or availability and makes no representations or warranties as to the online bidding platform's compatibility or functionality with Bidder's hardware or software. Neither McCurdy nor any individual or entity involved in creating or maintaining the online bidding platform will be liable for any damages arising out of Bidder's use or attempted use of the online bidding platform, including, but not limited to, damages arising out of the failure, interruption, unavailability, or delay in operation of the online bidding platform.
22. The ability to "pre-bid" or to place a maximum bid prior to the start of the auction is a feature offered solely for Bidder's convenience and should not be construed as a call for bids or as otherwise beginning the auction of any particular lot. Pre-bids will be held by McCurdy until the auction is initiated and will not be deemed submitted or accepted by McCurdy until the auction of that particular lot is formally initiated by McCurdy. If you are bidding against a previously placed max bid or pre-bid, the bid placed first will take precedence. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
23. In the event of issues relating to the availability or functionality of the online bidding platform during the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction. This will be a timed online auction and absentee bids which will be entered into the bidding as they are received. If you leave a maximum bid, the bidding platform will bid up to that amount on your behalf and will only use your maximum/whole bid if necessary.
24. Bidder may not use the online bidding platform in any manner that is a violation of these Terms and Conditions or applicable law, or in any way that is designed to damage, disable, overburden, compromise, or impair the function of the online bidding platform, the auction itself, or any other party's use or enjoyment of the online bidding platform.
25. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
26. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
27. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
28. Bidder warrants and represents that they are at least 18 years of age and are fully authorized to bid.
29. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
30. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.
31. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set forth in these Terms and Conditions by 4:00 p.m. (CST) on the business day following the auction, then Bidder will be in breach of these Terms and Conditions and McCurdy may attempt to resell the Real Estate to other potential buyers. Regardless of whether McCurdy is able to successfully resell the Real Estate to another buyer, Bidder will remain liable to Seller for any damages resulting from Bidder's failure to comply with these Terms and Conditions.



WATER WELL INSPECTION REQUIREMENTS

Property Address: 226 E. Ross St. - Clearwater, KS 67026

Each City and County have different inspection requirements. If you are required to do an inspection our office will email you the information.

For properties within the *City of Wichita* the requirements are:

1. Any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES _____ NO ☒

If yes, what type? Irrigation _____ Drinking _____ Other _____

Location of Well: _____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO ☒

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____


Shaun M. Weaver
Owner/Seller

07/31/2026

Date

Owner/Seller

Date

Buyer

Date

Buyer

Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

1 THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is
2 entered into effective on the last date set forth below.

3 Groundwater contamination has been detected in several areas in and around Sedgwick County.
4 Licensees do not have any expertise in evaluating environmental conditions.

5 The parties are proposing the sale and purchase of certain property, commonly known as:
6 226 E. Ross St. - Clearwater, KS 67026

7 **The parties are advised to obtain expert advice in regard to any environmental concerns.**

8 **SELLER'S DISCLOSURE (please complete both a and b below)**

9 **(a)** Presence of groundwater contamination or other environmental concerns **(initial one):**

10  Seller has no knowledge of groundwater contamination or other environmental concerns;
11 or
12 _____ Known groundwater contamination or other environmental concerns are:
13
14

15 **(b)** Records and reports in possession of Seller **(initial one):**

16  Seller has no reports or records pertaining to groundwater contamination or other
17 environmental concerns; or
18 _____ Seller has provided the Buyer with all available records and reports pertaining to
19 groundwater contamination or other environmental concerns (list document below):
20
21

22 **BUYER'S ACKNOWLEDGMENT (please complete c below)**

23 **(c)** _____ Buyer has received copies of all information, if any, listed above. **(initial)**

24 **CERTIFICATION**

25 Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and
26 accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that
27 Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

28  07/31/2026
29 Seller _____ Date

Buyer _____ Date

30 _____
31 Seller _____ Date

Buyer _____ Date

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SELF STORAGE RENTAL AGREEMENT (KANSAS)
For units located at 226 E Ross St, Clearwater, KS

1. Parties:

- and -

2. Condition of Storage Unit and Disclaimer of Warranties

Storage Unit No.: 8700

Storage Unit Size: _____
Commencement Date: 10/1/25

Monthly Rental: \$700
Occupant acknowledges that he/she has inspected the Storage Unit and, except as may be noted below, Occupant acknowledges that the Storage Unit is in good condition and repair. Except to the extent required by law, Owner disclaims any implied or express warranties, guarantees or representations as to the nature, condition, safety or security of the Storage Unit or the premises in which it is located. Damage to or Deficiencies in the Storage Unit on Commencement Date:

Initials: _____ Owner _____ Occupant _____

In consideration of the rents and covenants hereinafter set out, the above-named Owner rents to the above-named Occupant, to be used solely for the storage of personal property, the above Storage Unit situated in the storage building on Owner's premises in Ninnescah, Sedgwick, State of Kansas.

Throughout this Agreement, (i) the term "personal property" shall mean movable property not affixed to land and includes, but is not limited to, goods, merchandise, vehicles, furniture and household items; and (ii) the term "Storage Unit" shall include garage and carport, except where expressly stated to the contrary.

3. Rental Period, Due Date, Late Charges, Returned Check Charges

This is a month-to-month Agreement, commencing on the Commencement Date and terminating as provided herein. Rent for the first month of this Agreement shall be pro-rated for the calendar month and shall be due upon execution. Rent for all other months is due on the first day of each month. Rent is late if not received by Owner or Owner's agent by the end of the Fifth (5) day of the month. In accordance with K.S.A. 58-814, a late fee of \$30.00 will be assessed on the 6th of the month and \$3 per day late fees will be assessed thereafter until balance is paid in full. A charge of \$30.00 will be levied for each check returned unpaid by Occupant's bank for any reason.

4. Security Deposit

Occupant agrees to make a security deposit in the amount of \$ 0.00 to be used by Owner at the termination of this Agreement for the cost of any necessary repairs to the Storage Unit due to damage

caused by the intentional or negligent acts of Occupant or any person acting with the express or implied consent of Occupant. The security deposit may, at Owner's option, be used to cure any default by Occupant. In the event it is so used by Owner, Occupant shall, immediately upon demand by Owner, replenish the security deposit. Owner agrees to return the security deposit, without interest, to Occupant at the termination of this Agreement, upon Occupant returning the Storage Unit in the same condition it was in when Occupant took possession on the Commencement Date, reasonable wear and tear excepted.

5. Interest

ANY LATE RENT AND ANY OTHER CHARGES AND AMOUNTS DUE HEREUNDER SHALL BEAR INTEREST AT THE STATUTORY RATE UNTIL PAID.

6. Use of Storage Unit

Occupant shall use the Storage Unit solely for the purpose of storing personal property. Occupant shall not, under any circumstances, use the Storage Unit:

- (a) for residential purposes;
- (b) for practicing or rehearsing music;
- (c) for a workshop of any kind;
- (d) for vehicle maintenance or repair;
- (e) for the storage of foodstuffs, animals, plants, insects or any perishables;
- (f) for the manufacture, distribution, use or storage of illegal drugs;
- (g) for the manufacture, distribution, use or storage of flammable, explosive, toxic or any other inherently dangerous materials; or
- (h) for the operation of a business of any kind whatsoever, including the selling of goods as a flea market, second-hand outlet, garage sale or auction.

The Storage Unit shall not be used for unlawful purposes and shall be kept in good condition. No property shall be stored in the Storage Unit unless Occupant is the owner of such property or otherwise has a legal right to possess such property. Occupant shall not store in the Storage Unit any items which would violate any law or any order or requirement imposed by any city, county, state or federal agency or department. Occupant shall not commit or cause to be committed any act which creates or may create a nuisance in or on the premises in which the Storage Unit is located. **SMOKING IS PROHIBITED IN THE STORAGE UNIT AND ON THE PREMISES AT ALL TIMES.**

Occupant acknowledges and agrees that any breach of the provisions contained in this Section shall conclusively deem Occupant in default of this Agreement.

7. Vehicle Storage

All vehicles parked on a carport or in a garage must be currently licensed, registered and in operable condition.

8. Assignment and Subletting

Occupant shall not assign this Agreement or sublease the Storage Unit, in whole or in part, without the written consent of Owner, which may be withheld at Owner's sole discretion.

9. Security

Occupant shall assume responsibility for securing the Storage Unit. Occupant shall purchase one lock of sufficient size and strength as is required to secure the entrance door on the Storage Unit. This section does not apply to carports. Occupant shall keep the entrance to the Storage Unit locked at all times except when Occupant is in the Storage Unit. In the event that Occupant does not provide a lock and leaves the Storage Unit unsecured, Owner shall have the right, but not the obligation, to install a lock and charge a \$20.00 fee to Occupant's account.

10. Insurance

Occupant shall obtain and maintain during the course of this Agreement sufficient insurance for fire and property damage to protect the property stored in the Storage Unit. Occupant acknowledges that Owner carries no insurance which in any way covers the loss of or damage to any of Occupant's property whatsoever, during the time that such property is in the Storage Unit or on the premises. If Owner does have insurance covering loss to the Storage Unit itself, Occupant acknowledges that Occupant is not a co-insured under any such insurance and Owner's insurer shall have a right of subrogation against Occupant for any loss caused by Occupant or Occupant's invitees.

Occupant's Initials _____

11. Access to Storage Unit

(a) Occupant shall have access to the Storage Unit during Owner's business hours as posted from time to time, PROVIDED THAT Occupant is not in default under this Agreement. Upon any such default occurring and continuing uncured for a period of six (6) consecutive days, Occupant's right to access shall cease until the default has been cured. (b) Owner shall have the right to access the Storage Unit at all reasonable times for all legal purposes.

12. Responsibility for Damages

(a) Owner, its agents, insurers, employees and representatives shall not be liable for personal injuries or property damage or loss from theft, vandalism, fire, pests, water, hurricane, rain, explosion or any other cause whatsoever, unless caused by the gross negligence or willful misconduct of Owner. Owner shall not be liable to Occupant or Occupant's invitees, family, employees, agents, servants or any other person associated with or claiming through Occupant for any personal injury or damage to personal property caused by any act of any other person on the premises. (b) Occupant hereby agrees to indemnify and hold harmless Owner, its agents, insurers, employees and representatives from and against any and all claims for damages to property or personal injury and costs, including attorney's fees, arising from the use of the Storage Unit or the premises by Occupant and Occupant's invitees, except as otherwise provided herein.

13. Termination

This Agreement shall terminate in any of the following circumstances:

(a) upon either party giving at least thirty (30) days written notice to the other party; (b) if Owner finds Occupant in default of any term or provision of this Agreement.

Upon termination of this Agreement, Occupant shall remove all personal property from the Storage Unit and shall immediately deliver possession of the Storage Unit to Owner in the same condition it was in when delivered to Occupant on the Commencement Date, ordinary wear and tear excepted.

14. Owner's Lien Rights

Owner shall have a lien on all personal property stored within each leased space for rent, labor or other charges, and for expenses reasonably incurred in its sale, as provided in the Self-Service Storage Act. If, at any time, Occupant is in default, the property stored in the Storage Unit may be sold to satisfy the lien. The remaining proceeds from such sale after satisfaction of the lien will be paid to the state treasurer if unclaimed by Occupant within one (1) year after sale of the property.

Pursuant to K.S.A. 58-817, if Occupant is in default for a period of more than forty-five (45) days, Owner may enforce said lien by selling the property stored in the Storage Unit for cash. Such sale may be by public or private proceedings and may be in units or in parcels, at any time or place, and on any reasonable terms. Proceeds of any such sale shall first be applied to satisfy the lien, with any surplus delivered to Occupant or other recorded lienholders. Any unclaimed amounts after one (1) year shall be reported and paid to the state treasurer in accordance with the Disposition of Unclaimed Property Act. Prior to any sale pursuant to K.S.A. 58-817, Owner shall notify Occupant of the default by first-class mail sent to Occupant's last known address. Not less than seven (7) days after such notice, Owner shall send Occupant a second notice of default by restricted mail to Occupant's last known address. At least seven (7) days before the sale, Owner shall advertise the time, place and terms of the sale in the classified

section of a newspaper of general circulation in the jurisdiction where the sale is to be held. Such ad shall state all items that will be released for sale.

At any time prior to a sale under this Section 15, Occupant may pay the amount necessary to satisfy the lien and redeem Occupant's personal property.

15. Abandoned Property

Property abandoned by Occupant shall be disposed of as provided by applicable law.

16. Vacating of Storage Unit

Occupant shall, at the time the Storage Unit is vacated, notify Owner and submit the Storage Unit for inspection by Owner, its agent or representative. Owner shall apply any security deposit to remedy any default hereunder, including but not limited to, damages or vandalism attributable to Occupant or Occupant's invitees caused during the term of this Agreement, and shall assess additional charges to Occupant for any costs to remedy damages in excess of the amount of the security deposit. Occupant also agrees to pay all back rent and fees owed if any exist. OWNER SHALL SERVE OCCUPANT WITH A FINAL ACCOUNTING OF THE SECURITY DEPOSIT WITHIN THIRTY-ONE (31) DAYS OF THE TERMINATION OF THIS AGREEMENT OR THE VACATING OF THE STORAGE UNIT, WHICHEVER IS LATER.

17. Notices

Any notice from Owner to Occupant shall be served by restricted mail to Occupant's last known address and, if appropriate, shall contain the information required by applicable State laws and regulations. Notice shall be deemed delivered when deposited with the United States Postal Service, properly addressed, with postage prepaid. IF OCCUPANT CHANGES HIS/HER ADDRESS, OCCUPANT SHALL GIVE OWNER WRITTEN NOTICE OF ANY SUCH CHANGE WITHIN TEN (10) DAYS SPECIFYING OCCUPANT'S NEW CURRENT ADDRESS AND TELEPHONE NUMBER.

18. Alternative Address

Occupant may, at his/her option, request that any preliminary lien notice and subsequent notices hereunder be sent to another person in addition to him/herself, by providing the appropriate name and address below:

Name: _____

Address: _____

19. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, warranties or agreements by or between the parties which are not fully set forth herein, and no representative of Owner or Owner's agents is authorized to make any representations, warranties or agreements other than those expressly set forth herein.

20. Binding Effect

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

21. Time

Time is of the essence of each and every provision of this Agreement.

22. Rules and Regulations

Any rules and regulations of Owner which are posted from time to time in a conspicuous place on the premises are made a part of this Agreement, and Occupant shall comply at all times with such rules and regulations. Owner shall have the right to make amendments and to add additional rules and regulations for the safety, care and cleanliness of the premises and all common areas, or for the preservation of good

order, and upon posting of any such amendments or additions in a conspicuous place on the premises the same shall become part of this Agreement.

23. Waiver

Owner's failure to enforce any obligation or duty of Occupant or to seek a remedy for Occupant's default of any provision of this Agreement shall not be deemed to be continuing in nature. Owner may enforce every provision of this Agreement after any period of non-enforcement.

24. Invalidity

If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall not affect or impair the validity or enforcement of the remaining provisions of this Agreement, and this Agreement shall be read as if the invalid, unenforceable or illegal provision had never formed a part hereof.

25. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Kansas.

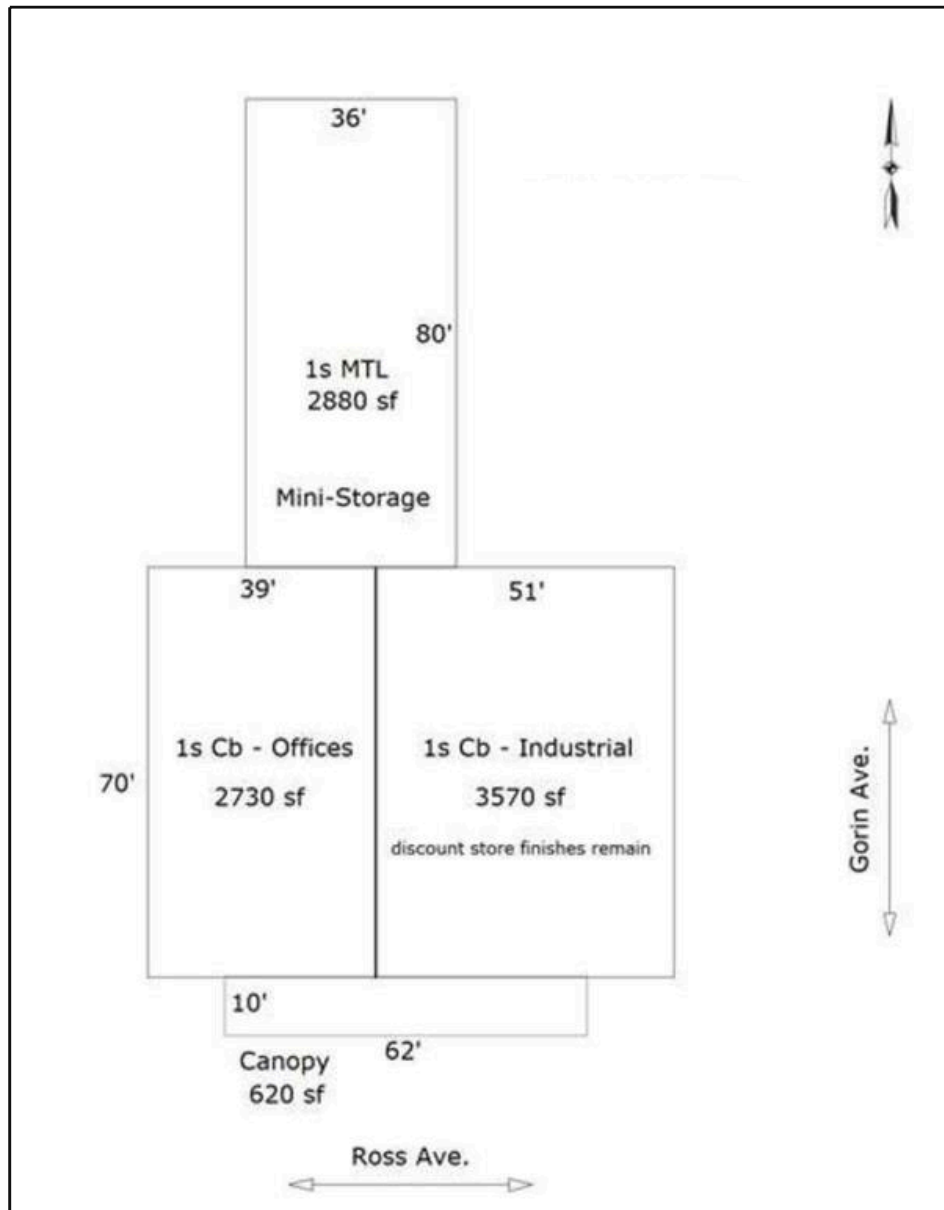
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

[OWNER]

[OCCUPANT]

BY:



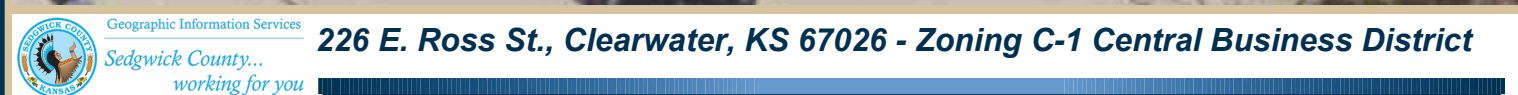


226 E. Ross St.

Clearwater, KS 67026

Floor Plan
View of property floor plan





A scale bar for miles, with markings at 0, 0.003, and 0.006.



<https://msc.fema.gov/>

Sedgwick County, Kansas



Flood Plain

(X) 0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood Hazard

A

A

AE

AE, FLOODWAY

AE, FLOODWAY

AH

AH

AO

AO

X - Area of Special Consideration

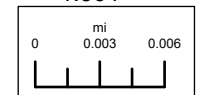
X AREA OF SPECIAL CONSIDERATION, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

X

X,

Area Not Included

1:564



Date: 6/11/2026

It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

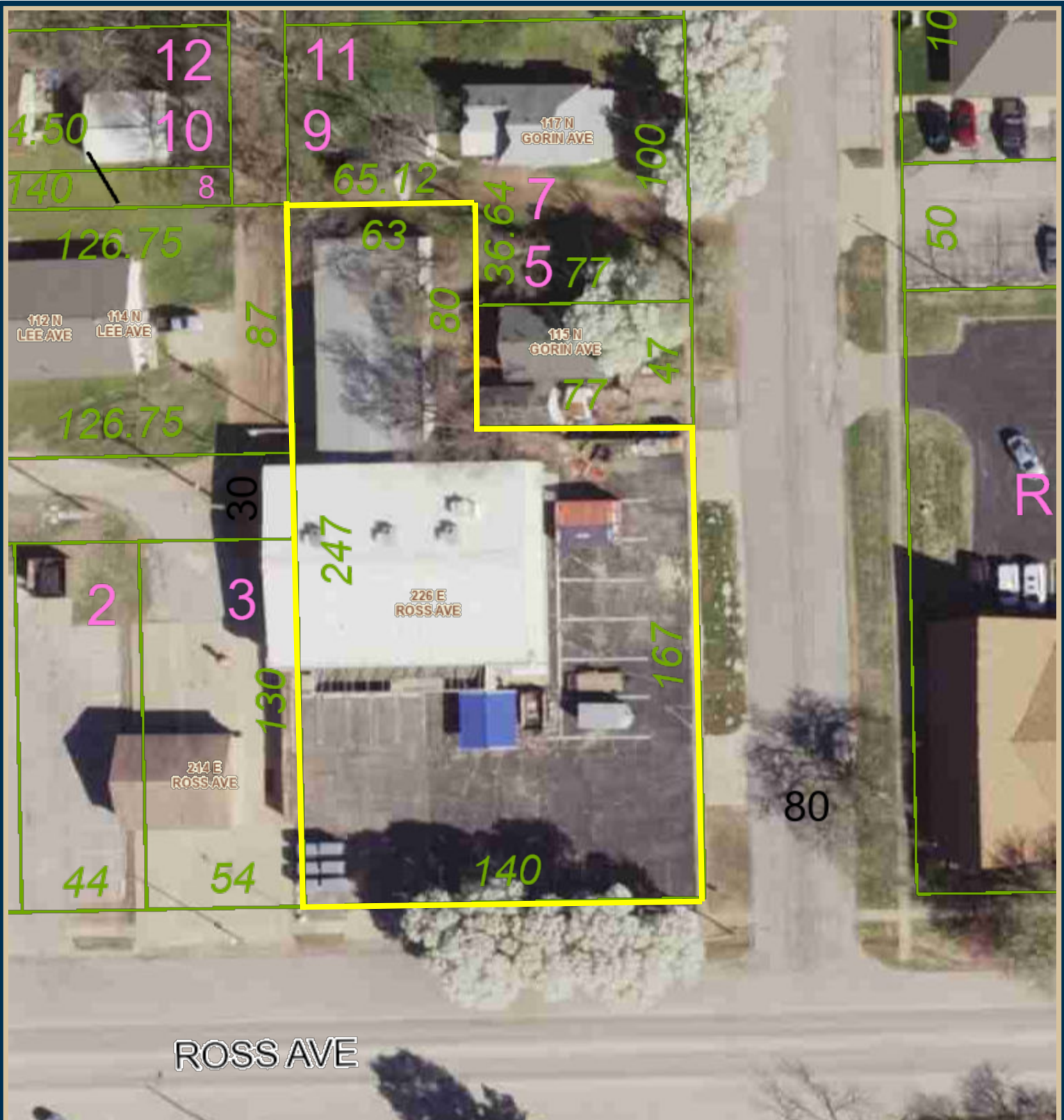


Geographic Information Services

Sedgwick County...
working for you

226 E. Ross St., Clearwater, KS 67026 - Flood

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Geographic Information Services
Sedgwick County...
working for you

226 E. Ross St., Clearwater, KS 67026 - Aerial

Date: 6/11/2026

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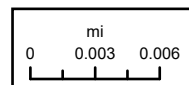
The GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or the data displayed.

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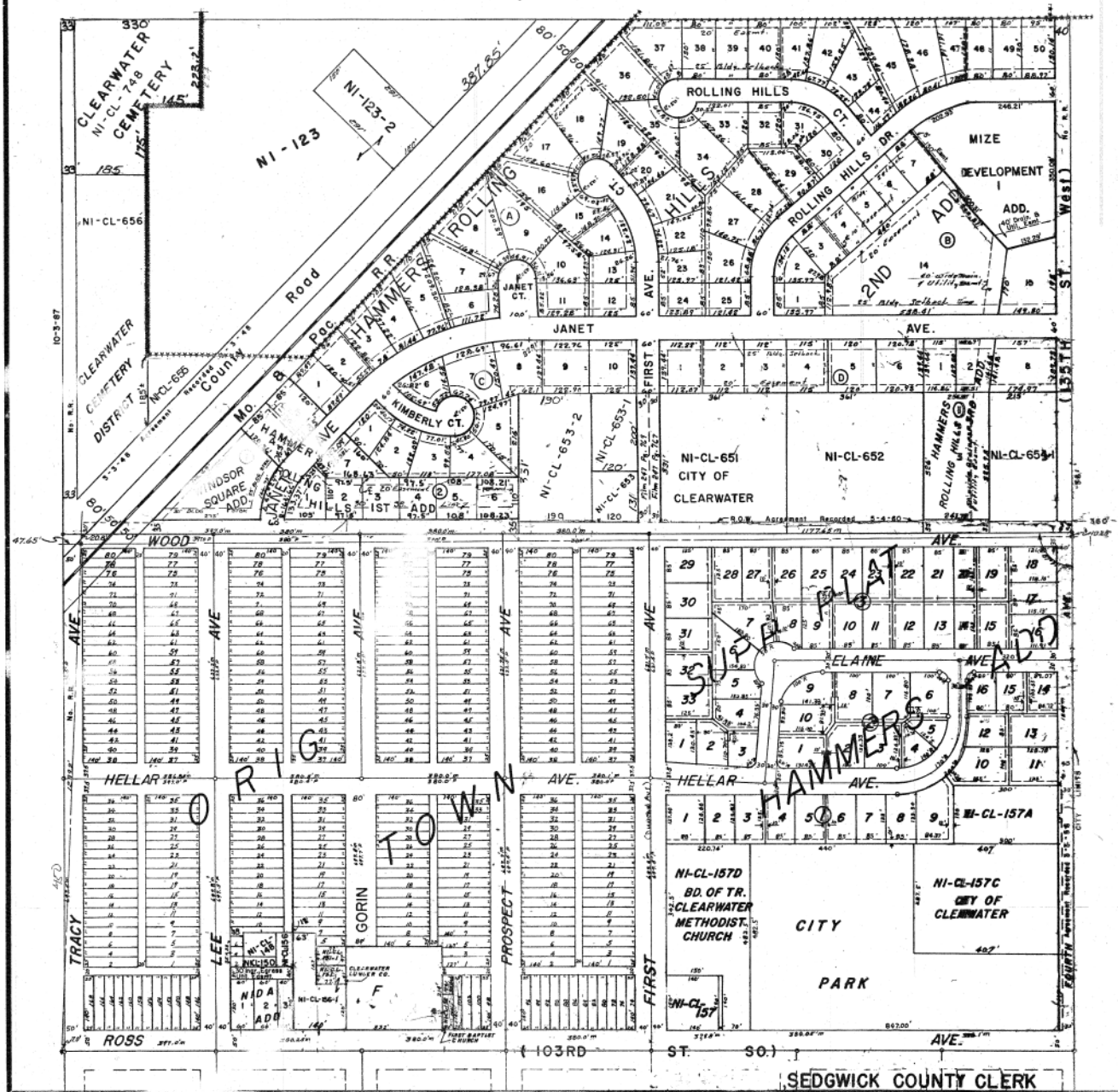
Sedgwick County, Kansas



1:564



91



Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity. This brochure is provided for informational purposes and does not create an obligation to use the broker's services.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees at the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees at the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising/branch broker, and the real estate company.

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission *(If Applicable)*
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents *(If Applicable)*

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium *(If Applicable)*
- Document Preparation *(If Applicable)*
- Notary Fees *(If Applicable)*
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee *(If Applicable)*
- All New Loan Charges *(If Obtaining Financing)*
- Lender's Title Policy Premiums *(If Obtaining Financing)*
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. *(If Applicable)*

