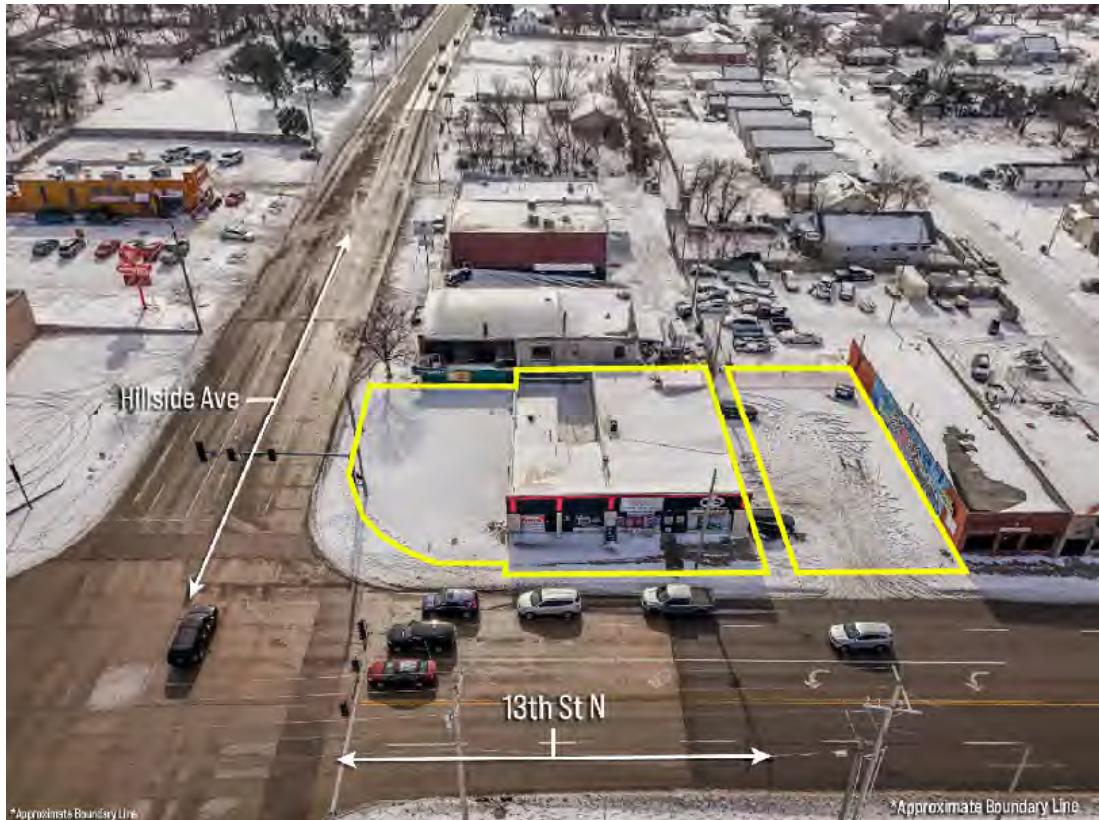


PROPERTY INFORMATION PACKET

THE DETAILS

CELL 214-205-8598



3115-3121 E. 13th St. N. | Wichita, KS 67214

AUCTION: BIDDING OPENS: Tues, Feb 17th @ 2:00 PM
BIDDING CLOSING: Wed, Feb 25th @ 2:20 PM

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



McCurdy
REAL ESTATE & AUCTION

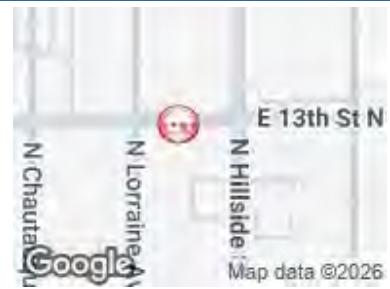


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FLOOD ZONE MAP
AERIAL MAP
UTILITY MAP
PLAT MAP
BRRETA DISCLOSURE
GUIDE TO AUCTION COSTS

ALL FIELDS CUSTOMIZABLE

MLS #	667534
Status	Active
Contingency Reason	
Property Type	Commercial Service
Address	3117 E 13th St. N.
Address 2	3115, 3117, 3119 & 3121
City	Wichita
State	KS
Zip	67214
County	Sedgwick
Area	SCKMLS
Asking Price	\$0
Class	Commercial/Ind/Bus
For Sale/Auction/For Rent	Auction
Associated Document Count	2
Picture Count	36

**GENERAL**

List Agent - Agent Name and Phone	Brittney Brouillard
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600
Building Size SqFt	3,001 - 5,000
Number of Acres	0.35
Zoning	Limited Comm
Parcel ID	125-15-0-11-01-002.00
# of Stories	one
Apx Gross Building SqFt	4,390.00
Apx Net Rentable SqFt	
Apx Min Available SqFt	4,390.00
Apx Max Contiguous SqFt	4,390.00
Apx Vacant SqFt	4,390.00
Land SqFt	10,434.00
Present Use of Bldg	Retail
Bldg on Leased Land	
Invest Package Available	No
Year Built	1952
Subdivision	FAIRMOUNT PARK
Legal	W 75 FT LOTS 1-3-5-7 HILLSIDE AVE FAIRMOUNT PARK ADD

Tax ID**DIRECTIONS**

Directions E. 13th St. N. & N. Hillside St. - West to Property. (Southwest corner of 13th & Hillside)

FEATURES

LOADING DOCK	UTILITIES AVAILABLE	OWNER PAID EXPENSES	TYPE OF LISTING
None	Gas	External Building Repairs	Excl Right w/o Reserve
RAIL	Electric	Real Estate Taxes	AGENT TYPE
None	City Water	ELECTRICAL	Sellers Agent
OVERHEAD DOORS	City Sewer	110 Volt	FLOOD INSURANCE
None	FLOORS	MISCELLANEOUS FEATURES	Unknown
PARKING	Carpet	None	POSSESSION
Parking Lot	Tile	PROPOSED FINANCING	At Closing
ROAD FRONTRAGE	Other/See Remarks	Other/See Remarks	SPECIAL FEATURES/HANDICAP
City Arterial	HEATING	TERMS OF LEASE	Other
LOCATION	Forced Air	Month to Month	CEILING HEIGHT
Corner Lot	Gas	DOCUMENTS ON FILE	8-10 feet
CONSTRUCTION	COOLING	Ground Water Addendum	PRESENT USE
Concrete-Poured	Central Air	Leases	Barber/Beauty
SIDEWALL HEIGHT	Electric	OWNERSHIP	Retail
Less than 10 Ft	Window Unit	Corporate	Stirp Center
11 Ft to 13 Ft	TENANT PAID EXPENSES	SHOWING INSTRUCTIONS	
Flat Roof	Electricity	Call Showing #	
	Gas	LOCKBOX	
	Property Insurance	Combination	
	Sewer		

FEATURES

Water

FINANCIAL

Assumable Y/N	No
With Financing	
General Property Taxes	\$3,919.87
General Tax Year	2025
Special Taxes	100.00
Special Tax Year	2025
Special Balance	100.00
Gross Income	
Earnest \$ Deposited With	Security 1st Title

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, February 17th, 2026 at 2 PM (cst) | BIDDING CLOSING: Wednesday, February 25th, 2026 at 2 PM (cst). 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!!! Incredible opportunity to purchase a four-unit retail strip in Southeast Wichita! Situated on the corner of Hillside and 13th Street, this property offers excellent visibility and high traffic counts. Just a two-minute drive from Wichita State University and within ten minutes of major business and entertainment hubs including Bradley Fair, Waterfront, Riverside, Koch Industries, and more. Quick and convenient access to I-35 enhances this prime location. Zoned LC – Limited Commercial, the property offers endless possibilities for redevelopment. All units feature storefront windows facing 13th Street. Unit 3115 – Currently leased to OG Barber Shop for \$1,000 per month on a month to month basis. This unit offers a large open layout with tile flooring, six barber stations, and a restroom. Unit 3117 - Leased to Valincia's Liquor, Wine & Beer for \$1,000 a month. The unit includes two enclosed selling windows, storage space, and a restroom. Unit 3119 - Currently Vacant, providing the opportunity to select your own tenant. The unit features a large open area, storage/office space, and a restroom. Unit 3121 – Currently vacant, providing the opportunity to select your own tenant. This unit offers a large open space ready for your finishing touches. Tenants pay utilities. Traffic: 30,224 at intersection of 13th & Hillside Features: Prime corner location at 13th & Hillside Commercial/Industrial zoning Existing structure – ideal for scrape & redevelopment Suitable for restaurant, retail, office, light industrial, or mixed use Central Wichita location – highly accessible from all sides of the city Location: Quick access to I-135 Near Wichita State University Near Wesley Medical Center Convenient central point of Wichita Serves university, residential, medical, and commuter traffic With established tenants, upside potential, and a prime corner location, this property is well-positioned for both income and future growth! Zoning is reported as LC – Limited Commercial District, with a Sedgwick County Property Class of Commercial & Industrial. A small portion of the premises are currently utilized as private living quarters and is not open for public viewing at this time. The living quarters will be delivered fully vacated and accessible at the time of closing. *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 cash, check, or immediately available, certified funds in the amount of \$15,000.

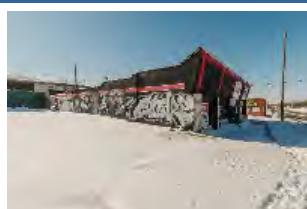
AUCTION

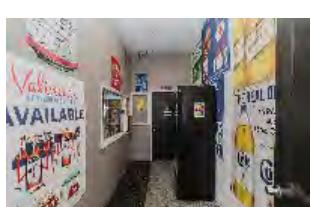
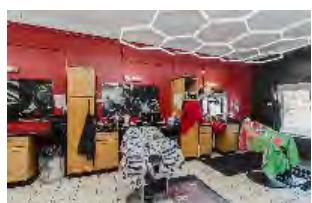
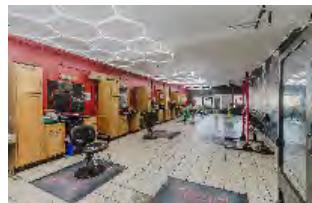
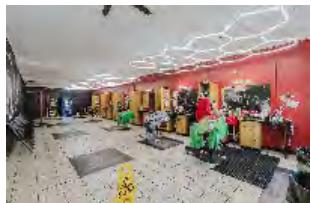
Type of Auction Sale	Reserve	Method of Auction	Online Only
Auction Location	mccurdy.com	Auction Offering	Real Estate Only
Auction Date	2/17/2026	Auction Start Time	2:00 PM
Auction End Time	2:00 PM	Broker Registration Req	Yes
Broker Reg Deadline	2/24/2026 by 5:00 PM	Buyer Premium Y/N	Yes
Premium Amount	0.10	Earnest Money Y/N	Yes
Earnest Amount %/\$	15,000.00	1 - Open for Preview	
1 - Open/Preview Date		1 - Open Start Time	
1 - Open End Time			

TERMS OF SALE

Terms of Sale See Associated Documents. Broker Bay 888-874-0581

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.



COMMERCIAL PROPERTY DISCLOSURE STATEMENT

Document updated:
April 2015

SELLER: JRTT, LLC Timothy Cook member
DATE: 1-17-26
PROPERTY ADDRESS: 3115-3121 E. 13th St. - Wichita, KS 67214

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this Commercial Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective BUYER(S) may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information concerning the Property;
 - (3) Attach all available supporting documentation on the Property;
 - (4) Use explanations lines as requested and when necessary; and
 - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, the SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

TC

SELLER'S INITIALS

SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties the BUYER(S) may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
 - (1) Review this Statement and any attachments carefully;
 - (2) Verify all the important information about the condition of the Property contained in this Statement;
 - (3) Ask the SELLER about any incomplete or inadequate responses;
 - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - (5) Review all other applicable documents concerning the Property;
 - (6) Conduct personal or professional inspections of the Property; and
 - (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, the BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

- A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate age of the Property: 74 years old
2. Appropriate date that SELLER acquired the Property: Jan. 2006
3. Does the SELLER currently occupy the Property?
A. If No, has the SELLER ever occupied the Property?
 Yes No
 Yes No
4. Is the SELLER current on the following assessments, charges, fees or payments relating to the Property:
A. Mortgage payments? Yes No
B. Property taxes? Yes No
C. Special assessments? Yes No
D. Other: _____ Yes No
5. What is the current zoning of the Property? Commercial + Light Industrial
6. Are you aware of:
A. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? Yes No
B. Any declarations, deed restrictions, plan or plat requirements that have authority over the Property? Yes No
C. Any violation of laws or regulations affecting the Property? Yes No
D. Any existing or threatened legal action pertaining to the Property? Yes No
E. Any litigation or settlement pertaining to the Property? Yes No
F. Any current or future special assessments pertaining to the Property? Yes No
G. Any other conditions that may materially and adversely affect the value or desirability of the Property? Yes No
H. Any other condition that may prevent you from completing the sale of the Property? Yes No

I. Any leases on the Property?

Yes No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations under the leases:

Tenant is responsible for everything except for
structure, roof, + parking lot maintenance

J. Any party currently in possession of the Property or a portion of the Property other than the SELLER?

Yes No

K. Any construction, landscaping or surveying done on the Property within the last six months?

Yes No

L. Any additions, alterations, repairs or structural modifications made without the necessary permits?

Yes No

M. Any nuisance or other problems originating within the general vicinity of the Property?

Yes No

N. Any notices of nuisance abatement, citations or investigations regarding the Property?

Yes No

O. Any recent reappraisal, reclassification or revaluation of the Property for property tax purposes?

Yes No

P. Any public authority contemplating condemnation proceedings?

Yes No

Q. Any government rule limiting the future use of the Property other than existing zoning regulations?

Yes No

R. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property?

Yes No

S. Any interest in all or part of the Property that has been reserved by the previous owner?

Yes No

T. Any unrecorded interests affecting the Property?

Yes No

U. Anything that would interfere in passing clear title to the BUYER?

Yes No

V. If you have answered "Yes" to any of the questions in 6(A) through (V), please attach documentation and explain here:

W. Additional Comments:

Part 4. STRUCTURAL CONDITIONS:

1. Have there been any leaking or other problems with the roof, flashing or rain gutters?

Yes No

A. If Yes, what was the date of the occurrence?: _____

2. Have there been any repairs to the roof, flashing or rain gutters?

Yes No

A. If Yes, please provide the date of the repairs?: Roof replaced 2011

3. Has there been any damage to the Property due to wind, fire or flood?

Yes No

4. Are there any structural problems with the Property?

Yes No

5. Is there any exposed wiring presently in any structures on the Property?

Yes No

6. Are there any windows or doors that leak or have broken seals?

Yes No

7. Do you have any knowledge of any damage to the Property caused by termites or wood infestation?

Yes No

A. If Yes, is the Property currently under warranty?

Yes No

B. If Yes, please name the company here: _____

8. Have you ever experienced or are you aware of any:

Yes No

A. Movement, shifting, deterioration or other problems with the basement, foundation or walls?

Yes No

B. Corrective action taken to remedy these conditions, including but not limited to bracing or piercing?

Yes No

C. Water leakage or dampness in the Property?

Yes No

D. Dry rot, wood rot or similar conditions on the wood of the Property?

Yes No

E. Problems with driveways, fences, patios or retaining walls on the Property? not hole

Yes No

F. Any failure of the Property to comply with the Americans with Disabilities Act?

Yes No

9. If you have answered Yes to any of the questions in this Part 4, attach any written documentation and explain here:

Pot hole in the parking lot

10. Additional Comments:

Part 5. LAND CONDITIONS:

1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency(FEMA)? Yes No
2. Are you aware of any drainage or flood problems on the Property or adjacent properties? Yes No
3. Have any neighbors complained that the Property causes drainage problems? Yes No
4. Is there fencing on the Property?
If Yes, does the fencing belong to the Property? Yes No
5. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? Yes No
6. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways?
If Yes, is the Property owner responsible for the maintenance of any such shared features? Yes No
7. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? Yes No
8. If you have answered Yes to any of the questions in this Part 5, attach any written documentation and explain here:

9. Additional Comments:

Part 6. WATER AND SEWAGE SYSTEMS:

1. What is the water source on the Property? Public Water Private Water Well Cistern Other None
2. Does the Property have any sewage facilities on or connected to it? Yes No
3. Are you aware of any problems relating to the water systems or sewage facilities on the Property?
If Yes, please explain: Yes No

4. Additional Comments:

Units 3119 - 3121 share a drainage pipe that needs to be replaced, It is cast iron

Part 7. ELECTRICAL/GAS/HEATING AND COOLING SYSTEMS:

1. Is there electrical service connected to the Property? Yes No
2. Does the Property have heating systems?
A. If Yes, please specify: Electrical Fuel Oil Natural Gas Heat Pump Propane Other _____ Yes No
3. Does the Property have air conditioning?
A. If Yes, please specify: Central Electric Central Gas Heat Pump Window Unit(s) Yes No
4. Does the Property have a water heater?
A. If Yes, please specify: Electric Gas Solar Yes No
5. Are you aware of any problems relating to the electrical, gas or heating and cooling systems on the Property? Yes No
If Yes, please explain:

6. Additional Comments: *Unit 3121 has a central heat + air unit to my knowledge it still works need duct work. Unit 3119 has a window unit and a central heat unit I think it works*

Part 8. HAZARDOUS CONDITIONS:

1. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g. methane gas, radon gas, mold, methamphetamine production, radioactive material, landfill or toxic materials)? Yes No
2. Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property? Yes No
3. Are you aware of any previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? Yes No
4. Are you aware of any other environmental conditions on the Property? Yes No
5. Have any other environmental inspections or tests been conducted on the Property? Yes No
6. Are you aware of any aboveground or underground storage tanks on this Property? Yes No
7. If you have answered Yes to any of the questions in this Part 8, attach any written documentation and explain here:

8. Additional Comments:

Part 9. APPLIANCES, EQUIPMENT AND FIXTURES:

Indicate the condition of the following items by marking the appropriate box. Check only one box.

	NOT INCLUDED	NOT WORKING		NOT INCLUDED	NOT WORKING	
1. Air conditioning – central system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Lawn sprinkler(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Air conditioning – window units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10. Security gate(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Air purifier system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Security system(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Dock leveler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Smoke detector(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Elevator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Wiring system	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Exhaust fans – Bathrooms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
7. Fire alarm(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
8. Fire sprinkler(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

Part 10. ACKNOWLEDGEMENT AND AGREEMENT:

1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and the SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
3. BUYER acknowledges that BUYER has read and received a signed copy of the Statement from the SELLER, the SELLER'S agent or any real estate licensees involved in this transaction.
4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised to have the Property examined by professional inspectors.
6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the BUYER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

JRTT LLC 2 member 1-17-26

SELLER'S SIGNATURE

DATE

BUYER'S SIGNATURE

DATE

SELLER'S SIGNATURE

DATE

BUYER'S SIGNATURE

DATE



LIMITED-KNOWLEDGE SELLER'S DISCLOSURE

Property Address: 3115-3121 E. 13th St. - Wichita, KS 67214

(the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

Occupancy: Tenant-Occupied Owner-Occupied Vacant

3119 E. 13th St.

Lease information (if applicable):

Written Lease: Yes No

Term of Lease: Month-to-Month Fixed Expiration Date (Please provide date): 11/30/21

Rent Amount: \$1,000 Tenant current on rent: Yes No

Deposit Amount: \$10.00

Appliances Transferring with the Real Estate:

Refrigerator: Yes No None/Unknown

Stove/Oven: Yes No None/Unknown

Dishwasher: Yes No None/Unknown

Microwave: Yes No None/Unknown

Washer: Yes No None/Unknown

Dryer: Yes No None/Unknown

Utilities:	Utility Provider/Company	Utility On or Off	Utility Paid By
Electric:	<u>Energy</u>	<input checked="" type="checkbox"/> On <input type="checkbox"/> Off	<input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Owner
Water/Sewer:	<u>Wichita</u>	<input checked="" type="checkbox"/> On <input type="checkbox"/> Off	<input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Owner
Gas:	<u>KGS</u>	<input checked="" type="checkbox"/> On <input type="checkbox"/> Off	<input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Owner
Propane:		<input type="checkbox"/> On <input type="checkbox"/> Off	<input type="checkbox"/> Tenant <input type="checkbox"/> Owner

Propane tank information (if applicable): Owned Leased

If leased, please provide company name and monthly lease amount: _____

Other Utility: _____ On Off Tenant Owner

Have any utility meters been removed? Yes No Unknown

If yes, please provide details including type of meter and applicable address or unit: _____

Code Violations:

Does the property have any code violations? Yes No Unknown

If yes, please provide details: _____

Special Assessments or Fees:

Is the Real Estate located in an improvement district? Yes No Unknown

Is the Real Estate subject to any current or future special tax assessments or fees that you are aware of? Yes No Unknown

Special Assessment/Fee Amount (give a good faith estimate if exact amount is unknown): _____

Explanation of Assessment or Fee: _____

Homeowners Association:

Is the property subject to HOA fees? Yes No Unknown

Dues Amount: _____ Yearly Monthly Quarterly

Initiation Fee: _____

Property Disclosures:

Are there any permanently attached items that will not transfer with the Real Estate (e.g. theatre projector, chandelier, etc.) (if none, write "none")?

None

Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

None

By signing below, Seller represents that above information is true and correct to the best of Seller's knowledge.

SELLER:

Zane Member 1-21-24
Signature Date
Timothy Cook Member
Print
MMWV JBT, LLC
Title Company

Signature Date
Print
Title Company

By signing below, Buyer acknowledges that no Seller's Property Disclosure is available for the Real Estate and that it was Buyer's responsibility to review the above-provided information and to have any and all desired inspections completed prior to bidding on the Real Estate and that Buyer has either reviewed the above-provided information and performed all desired inspections or accepts the risk of not having done so.

BUYER:

Signature Date

Signature Date



**WATER WELL INSPECTION
REQUIREMENTS**

Property Address: 3115-3121 E. 13th St. - Wichita, KS 67214

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 X

If yes, what type? Irrigation Drinking Other

Location of Well:

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

If yes, what type? Septic Lagoon

Location of Lagoon/Septic Access:

JRTT, LLC Timothy Cook member 1-17-26
Owner/Seller 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 3115-3121 E. 13th St. - Wichita, KS 67214

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:

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):

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 JRTT, LLC ^{Member} Timothy Cook 1-17-26 _____
Date
29 Seller Date Buyer Date
30 _____
31 Seller Date Buyer Date

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AVERAGE MONTHLY UTILITIES MISCELLANEOUS INFORMATION

Property Address: 3115-3121 E. 13th St. - Wichita, KS 67214 (the "Real Estate")

Please provide below, to the best of your knowledge, the requested information related to the Real Estate.

	Utility Provider Company	12 Month Avg
Electric:	<u>Evergy</u>	<u>\$ 5,000</u>
Water & Sewer:	<u>City of Wichita</u>	<u>\$ 1,200</u>
Gas Propane:	<u>Kansas gas</u>	<u>\$ 600</u>

If propane, is tank owned or leased? Owned Leased

If leased, please provide company name and monthly lease amount:

Appliances that Transfer:	Refrigerator?	Yes	<u>No</u>	Washer?	Yes	<u>No</u>
	Dishwasher?	Yes	<u>No</u>	Dryer?	Yes	<u>No</u>
	Stove/Oven?	Yes	<u>No</u>	Other?		
	Microwave?	Yes	<u>No</u>			

Homeowners Association: Yes No
Dues Amount: _____ Yearly Monthly Quarterly
Initiation Fee: _____

Are there any permanently attached items that will not transfer with the Real Estate (e.g. projector, chandelier, etc.)? NO

Information provided has been obtained from a variety of sources. McCurdy has not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness.

COMMERCIAL LEASE AGREEMENT FOR 3115 E 13th N Wichita, KS 67214

Month-to-Month Lease with Mixed Commercial and Residential Occupancy Rights

This Commercial Lease Agreement ("Lease") is entered into as of 1-1, 2026

("Effective Date"), by and between:

Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties".

1. PREMISES

Landlord hereby leases to Tenant approximately 1,500 square feet located at 3115 E. 13th Street, Wichita, Kansas (the "Premises"). Tenant shall have exclusive possession and full access to the Premises for lawful use as set forth herein.

1A. PERMITTED USE - MIXED COMMERCIAL AND RESIDENTIAL OCCUPANCY

The Parties acknowledge and agree that the Premises include both (i) a commercial business area used for operation of Tenant's barbershop business, and (ii) private living quarters located within the Premises and continuously utilized by Tenant for personal residential occupancy. Landlord expressly authorizes mixed-use occupancy, and Tenant's residential use of the designated living quarters shall be considered a lawful, permitted, and primary component of this Lease.

Tenant shall have the unrestricted right to:

- Occupy the residential quarters as a private dwelling
- Sleep, store personal belongings, and conduct normal residential living activities
- Access the Premises twenty-four (24) hours per day

Such residential occupancy shall not be considered a violation of zoning, use classification, or lease terms as between the Parties.

1B. NON-EViction AND USE PROTECTION

Tenant's right to utilize both the commercial and residential portions of the Premises is a material term of this Lease. No sale, auction, transfer of ownership, foreclosure, or change in Landlord shall:

- Require Tenant to vacate the residential quarters
- Restrict Tenant's mixed-use occupancy
- Reclassify the Premises as commercial-only
- Terminate or modify Tenant's residential use rights

Any successor owner takes title subject to these occupancy rights, which run with this Lease. Tenant's residential use shall not be grounds for eviction, default, or termination. Landlord (and any successor owner) shall not dictate or interfere with Tenant's lawful use of the Premises, including the living

JRTT, LLC Commercial Lease Agreement Page 1quarters, so long as Tenant's use does not create a nuisance, violate applicable law, or materially

damage the Premises beyond ordinary wear and tear.

2. TERM

The Lease shall begin on 1-1, 2026 and shall continue on a month-to-month basis.

Landlord may terminate this Lease only for lawful cause. Tenant may terminate this Lease at any time by providing thirty (30) days written notice. If notice is not given, the Lease shall automatically continue month-to-month under the same terms and conditions.

3. RENT

Tenant shall pay \$1,000 per month, due on or before the 5th day of each month. No annual rent increases shall apply. No security deposit is required. Rent may be paid by check, electronic transfer, or other mutually agreed method.

4. MAINTENANCE AND REPAIRS

Landlord shall be solely responsible for all maintenance, repair, and replacement of:

- Electrical systems
- Plumbing
- HVAC
- Structural components
- Roof
- Foundation
- Parking areas
- Utility infrastructure

Tenant shall only be responsible for routine cleanliness of the Premises and for damages caused by Tenant's negligence or misconduct. Tenant shall not be responsible for system failures, building defects, or capital repairs.

5. UTILITIES, TAXES & SHARED WATER SERVICE

Tenant shall pay normal utility usage related to Tenant's business operations and residential occupancy within the Premises.

Landlord shall pay all real estate taxes, assessments, property insurance, and major infrastructure costs.

Shared Water Utility Provision

The Parties acknowledge that the water service line physically supplying the Premises located at 3115 E. 13th Street is located within the structure of the Premises; however, the municipal water account is currently registered under the address 3117 E. 13th Street.

Because the water system services both properties, the monthly water utility charges shall be shared equally (50% / 50%).

Tenant shall be responsible for no more than one-half (50%) of the total water bill.

The remaining fifty percent (50%) shall be the responsibility of the Landlord or the lawful occupant/tenant of 3117 E. 13th Street.

If the water service lines are legally and physically separated into independent metered systems in the future, each property shall thereafter be solely responsible for its own independently metered water service.

Tenant shall not be held responsible for more than 50% of shared water utility charges under the current configuration.

6. ALTERATIONS; REMODELING; DESIGN CONTROL; TENANT IMPROVEMENTS

Tenant may make non-structural alterations without Landlord approval. Tenant shall have full and exclusive creative and design control over all cosmetic, decorative, aesthetic, or non-structural

modifications, including but not limited to:

- Flooring
- Paint
- Cabinetry
- Fixtures
- Lighting

██████████ Commercial Lease Agreement Page 2• Interior finishes

- Partitions that are non-load-bearing
- Furniture and layout changes

Structural modifications affecting load-bearing walls, building systems, roof, foundation, plumbing mains, or electrical service capacity require prior written consent; however, Landlord consent shall not be unreasonably withheld, delayed, or conditioned. Structural work must be performed by properly licensed and insured contractors. Tenant shall provide drawings, plans, or permits as required by law, and improvements must comply with building codes and safety regulations.

Landlord shall not interfere with Tenant's remodeling, design choices, or improvements, provided work complies with applicable laws.

6A. TENANT IMPROVEMENTS OWNERSHIP AND REMOVAL

Any improvements, alterations, build-outs, upgrades, fixtures, installations, and additions made or funded by Tenant during the term of this Lease (collectively, "Tenant Improvements") shall remain the property of Tenant unless otherwise agreed in writing. Tenant shall have the right to remove any removable Tenant Improvements upon lease termination. Landlord shall not require removal unless removal is necessary to prevent structural damage or to comply with applicable law.

6B. NO FORFEITURE; COMPENSATION IF LANDLORD RETAINS IMPROVEMENTS

If Landlord elects to retain any Tenant Improvements that were paid for by Tenant and cannot reasonably be removed without damage or significant loss of value, Landlord shall compensate Tenant. Landlord shall pay the greater of (i) fair market value of the retained improvements at the time of lease termination, or (ii) unamortized value.

Unamortized value shall be calculated as: $(\text{Cost of Improvement} \div \text{Useful Life in years}) \times \text{Remaining Years in Lease Term}$. Useful life shall be presumed to be ten (10) years unless otherwise documented. Payment must be made before Tenant vacates the Premises. Failure to compensate Tenant constitutes a material breach of this Lease.

This subsection does not apply to damage, negligence, or unauthorized work performed in violation of building codes or applicable law.

7. INSURANCE

Tenant shall maintain commercially reasonable general liability insurance. Landlord shall maintain property insurance covering the building and systems. Each Party shall name the other as an additional insured where applicable.

8. INDEMNIFICATION

Landlord shall indemnify and hold Tenant harmless for structural failures, system malfunctions, building defects, and code violations not caused by Tenant. Tenant shall indemnify Landlord only for damages

caused by Tenant's negligence or intentional misconduct.

9. SALE OR TRANSFER OF PROPERTY; LEASE SURVIVAL; SUCCESSOR BINDING; NON-DISTURBANCE

This Lease shall survive any sale, transfer, auction, assignment, foreclosure, refinancing, or other conveyance of the Premises or the property of which the Premises are a part. Any successor owner or other successor-in-interest to Landlord shall assume this Lease and be bound by all Landlord

Commercial Lease Agreement Page 3 obligations and all Tenant rights under this Lease, including the mixed commercial and residential

occupancy rights described in Sections 1A and 1B, without modification.

Tenant's possession and use of the Premises shall not be disturbed by any future owner, lender, or party acquiring an interest in the property, provided Tenant is not in material default under this Lease. No foreclosure, sale, or transfer shall extinguish or subordinate Tenant's rights.

10. DEFAULT

Tenant shall be in default only if rent remains unpaid fifteen (15) days after written notice. Tenant shall be given an opportunity to cure before termination. No accelerated rent, excessive penalties, or unreasonable fees shall apply.

11. ASSIGNMENT; SUBLEASING; OCCUPANCY RIGHTS

Tenant may assign or transfer this Lease with written notice to Landlord. Consent shall not be unreasonably withheld.

Tenant shall have the unrestricted right to sublease, license, or grant occupancy rights to any portion of the approximately 1,500 square feet of the Premises without requiring Landlord consent. This includes booth rentals, rooms, suites, stations, independent contractor arrangements, shared space with complementary businesses, and co-working or shared commercial arrangements. Tenant may determine rental rates, terms, duration, and permitted business types for suboccupants. Subleasing shall not be considered a violation of this Lease.

Tenant shall remain responsible for Tenant's obligations under this Lease; however, all income derived from subleasing or occupancy arrangements shall belong solely to Tenant, and Landlord shall have no claim to such income.

Landlord acknowledges that Tenant's business model includes shared workspace, booth rentals, and independent contractor occupancy. These activities are expressly permitted and cannot be used as grounds for default or termination.

12. GOVERNING LAW AND VENUE

This Lease shall be governed by the laws of the State of Kansas. Any disputes shall be filed in Sedgwick County District Court.

13. NOTICES

All notices shall be in writing and delivered by certified mail, personal delivery, or recognized courier service to the addresses listed above.

14. SEVERABILITY

If any provision is found unenforceable, the remaining provisions shall remain in full force and effect.

15. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the Parties. No amendments shall be valid unless in writing and signed by both Parties.

16. RECORDING

Tenant may record a Memorandum of Lease to protect tenancy rights after sale or transfer.

Commercial Lease Agreement Page 417. ADDITIONAL MATERIAL TERMS

17A. VENDING MACHINE OWNERSHIP AND USE

Landlord acknowledges and agrees that Tenant owns a vending machine located on or immediately adjacent to the exterior of the Premises. Said vending machine shall be considered the exclusive personal property of Tenant and is not a fixture of the building. Tenant shall retain 100% ownership of the vending machine, the exclusive right to operate, service, stock, maintain, repair, replace, or remove the machine at any time, and sole rights to all revenue generated from the machine.

The area occupied by the vending machine shall be deemed part of Tenant's leased use area in connection with the Premises. Landlord shall have no claim, lien, control, revenue interest, or operational authority over the vending machine. Upon termination of the Lease, Tenant retains the unrestricted right to remove the machine without penalty.

17B. SIGNAGE RIGHTS AND CREATIVE CONTROL

Tenant shall have the exclusive and unrestricted right to design, install, maintain, replace, and remove all signage on the storefront and exterior areas directly associated with the Premises. This right includes, but is not limited to, business name signage, window graphics and vinyl, illuminated signs, hanging signs, door signage, promotional displays, and A-frame or sidewalk signage (where legally permitted).

Tenant shall retain full creative control over all signage design, size, branding, colors, materials, and placement. Landlord approval shall not be required for signage that is non-structural, not in violation of applicable city ordinances, and not damaging to the building structure. Tenant shall be responsible for compliance with applicable municipal codes and permitting requirements, if any. All signage installed by Tenant shall remain Tenant's personal property and may be removed upon lease termination.

17C. EVENT HOSTING; ASSEMBLY USE; MUSIC AND ENTERTAINMENT

In addition to standard commercial operations, Tenant shall have the unrestricted right to use the Premises for hosting events, including private events, social gatherings, community functions, networking events, classes, workshops, trainings, brand launches, vendor pop-ups, content creation events, and after-hours business functions. Event use is an approved extension of Tenant's operations and shall not constitute a change of use or a lease violation.

Tenant may host events during regular business hours or after-hours at Tenant's discretion. Landlord consent shall not be required for events that are lawful, do not cause structural damage, and comply with fire occupancy limits and local regulations. Tenant may temporarily rearrange furniture, equipment, or non-structural fixtures to accommodate events, and no restoration penalty shall apply for temporary configurations.

Tenant may provide music, DJs, speakers, or live entertainment in connection with events, provided noise levels comply with local ordinances. All income generated from events, ticket sales, vendor fees,

sponsorships, rentals, or related services shall belong solely to Tenant. Landlord shall have no participation or claim in event revenue.

17D. ALCOHOL SERVICE RIGHTS (WHERE LEGALLY PERMITTED)

Tenant shall have the right to serve, sell, provide, or allow the consumption of alcoholic beverages on the Premises in connection with events, private functions, or business operations, provided Tenant complies with all applicable laws, licensing, and permitting requirements. This includes the right to hire licensed bartenders, operate cash or hosted bars, partner with third-party alcohol vendors, and allow JRTT, LLC Commercial Lease Agreement Page 5BYOB events where legally permitted.

Alcohol service shall not be deemed a lease violation, change of use, or nuisance, provided activities are lawful and orderly. Landlord approval shall not be required for lawful alcohol-related activities.

17E. EXTERIOR VENDOR RIGHTS

Tenant shall have the right to utilize exterior areas directly adjacent to the Premises for business-related purposes, including pop-up vendors, food vendors or trucks, event vendors, promotional booths, product displays, and event-related equipment. Tenant may charge vendor fees and retain all income. Exterior use must comply with applicable law and shall not obstruct emergency access.

17F. PARKING RIGHTS AND CONTROL

Tenant shall have the right to use available parking areas serving the Premises for customer parking, event guest parking, vendor parking, and staff parking. Tenant may designate spaces for event use when hosting functions. Landlord shall not restrict Tenant's parking use in a manner that interferes with Tenant's business operations, residential use, or permitted events.

17G. SECURITY CONTROL

Tenant shall have full authority over security measures within the Premises, including hiring security personnel, installing surveillance cameras, controlling guest access, setting event entry rules, and implementing bag checks or ID checks. Tenant's security policies shall not require Landlord approval. Landlord shall not interfere with Tenant's security procedures unless required by law.

17H. LANDLORD NON-INTERFERENCE

Landlord shall not interfere with, obstruct, restrict, or attempt to control Tenant's lawful business activities, mixed-use occupancy, shared workspace model, permitted events, signage, vendors, parking use, security measures, remodeling, or other rights granted by this Lease. Landlord shall not use subjective judgment, discretion, or personal preference to limit Tenant operations; intentionally disrupt utilities, access, parking, or customer entry; contact Tenant's clients, vendors, or suboccupants in a manner that interferes with business; or create unreasonable rules that contradict Tenant's granted rights. Any attempt to interfere with Tenant's lawful operations shall constitute a material breach of this Lease.

17I. LANDLORD ENTRY AND INSPECTION NOTICE

Landlord's right to enter the Premises for inspection, maintenance, or any non-emergency purpose shall require no less than seven (7) days prior notice. Notice must be provided in writing or by direct phone communication with Tenant. Entry shall only occur during reasonable business hours, in a manner that does not disrupt Tenant's operations, and in the presence of Tenant if requested.

Landlord shall not enter the Premises without proper notice, except in the case of a genuine emergency involving immediate threat to life, safety, or significant property damage. Unannounced visits, surprise inspections, or entry without proper notice shall constitute a violation of Tenant's right to quiet enjoyment of the Premises.

SIGNATURES

LANDLORD: [REDACTED]

[REDACTED] Commercial Lease Agreement Page 6 By: _____ Date: _____

Name: [REDACTED]

TENANT: [REDACTED] Member

Signature: [REDACTED] Date: 1-1-26

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") is made and entered into as of this 15th day of October, 2021 (the "Effective Date"), by and between J [REDACTED] a Kansas limited liability company (the "Landlord"), and [REDACTED] 13th St Liquor and Smoke shop (the "Tenant").

ARTICLE I **Grant, Term and Rent**

1. Grant and Term.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the land and buildings located at 3117 E 13th N, Wichita, KS 67214 (collectively, the "**Demised Premises**"), legally described as:

[COMMERCIAL RETAIL]

The Lease shall have an initial term of five (5) years, commencing on the Effective Date, and shall renew automatically each year for successive one (1) year periods unless either Party shall notify the other Party of their desire to terminate the Lease. Any notice of termination shall be served at least thirty (30) days prior to the end of the term and in accordance with Article VIII of this Lease.

2. Rent and Payment.

During the initial term of five (5) years of this Lease, Tenant agrees to pay Landlord 54,600.00 Dollars (\$850.00) per month for three (3) years, and (\$1,000.00) per month for the remaining two (2) years as rent for the Demised Premises. Tenant agrees to pay Landlord For every successive one (1) year term, Tenant agrees to pay Landlord an additional ten percent (10%) per month as rent for the Demised Premises, calculated as follows:

Prior Term's Monthly Rent Amount * 1.10 = Successive Term's Monthly Rent Amount.

The first rent payment shall be made on Nov 1, 21 ^{# 29557181}. Each rent payment thereafter shall be payable before the first day of each calendar month. For rent payments not received on or before the fifth (5th) day of the month, Tenant shall immediately pay, as additional rent, a service charge equal to ten percent (10%) of the amount overdue. Tenant shall pay to Landlord, without demand, deductions, set-offs or counterclaims, all rents provided for herein.

ARTICLE II **Use and Compliance with Laws**

1. Use.

The Demised Premises shall only be used by Tenant for a Liquor Store, and other activities related thereto and/or for any other uses permitted by applicable law.

2. Compliance.

During the Term of this Lease, except as otherwise provided herein, Tenant shall cause the Demised Premises to be in compliance in all material respects with all laws, ordinances and regulations, and other governmental rules, orders and determination (collectively, the "Legal Requirements") applicable to the uses conducted by Tenant on the Demised Premises. Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, as of the date of this Lease, the Demised Premises is currently in compliance with all applicable Legal Requirements.

3. No Environmental Warranty.

Landlord makes no representations or warranties to Tenant that the Demised Premises has not been used for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste. Tenant agrees to indemnify and hold Landlord harmless from any and all costs, expenses, losses, actions, suits, claims, judgments, and any other liability whatsoever in connection with a breach by Tenant of any federal, state or local environmental protection laws and regulations. Tenant's indemnity and agreement to hold Landlord harmless hereunder shall survive the termination or expiration of this Lease. Tenant agrees it shall not use or otherwise operate the Demised Premises in any manner which is inconsistent with or in violation of any federal or state environmental laws and restrictions.

4. Liens.

Tenant shall keep the Demised Premises and all improvements thereon free and clear of all mechanic's, materialman's, and other liens arising out of or in connection with labor done, services performed, or materials used or supplied in connection with the Demised Premises during the Term.

5. Right of Entry.

Landlord and its agents and employees, upon at least twenty-four (24) hours prior notice, shall have the right to enter the Demised Premises at reasonable times for the purpose of inspecting the Demised Premises and for posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Tenant. Landlord shall have the right to show the Demised Premises at any time upon reasonable notice to Tenant to any prospective mortgagee.

ARTICLE III **Demised Premises Maintenance**

1. Condition of Demised Premises.

Tenant acknowledges that Landlord has made no warranties or representations pertaining to the quality or condition of the Demised Premises.

2. Repairs and Maintenance By Landlord.

Landlord shall keep in good order, condition and repair the roof, foundation, floor slab, exterior walls of the building, and parking lot, unless the need therefore results from the act or neglect of Tenant, its agents, employees or contractors.

3. Repairs and Maintenance By Tenant.

Except for the repair and maintenance obligations of Landlord described above, Tenant, at its expense, shall promptly make all repairs and replacements and perform maintenance in and to the Demised Premises and all equipment and fixtures therein or appurtenant thereto, that are necessary or desirable in order to keep the Demised Premises in good order, condition and repair and is safe, dry and tenantable condition. Without limiting the generality of the foregoing, Tenant, at its expense, shall maintain and promptly make any and all necessary repairs to or replacement of: (i) all windows, doors, glass, window frames and door frames, that are contained in or about the Demised Premises; (ii) the floors and floor coverings, doors, windows, walls, partitions and ceilings in the Demised Premises; (iii) the sewer, utility and water lines servicing the Demised Premises; and (iv) heating, ventilating, air conditioning, electrical and plumbing equipment and fixtures serving solely the Demised Premises. Tenant shall keep the Demised Premises and the interior and exterior in a neat, clean, and safe condition.

4. Alterations.

Tenant shall make no alterations, improvements, or changes to the Demised Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Any alterations, changes, improvements, or additions made to the Demised Premises shall be the sole and separate property of Landlord, and Tenant shall have no right nor interest therein except the leasehold interest granted pursuant to this Lease. Tenant shall have the right, but not the obligation, at any time during the Term of this Lease, to remove any and all fixtures and equipment owned or placed on, in, or under the Demised Premises by Tenant provided that Tenant shall be responsible to repair any damage associated therewith.

5. Damage to Demised Premises.

If the Demised Premises, or a substantial portion thereof, is destroyed by fire, wind or other casualty, Landlord shall have the option to either rebuild and repair the Demised Premises or the damaged portion thereof, or to terminate this Lease as hereinafter provided. Landlord shall give notice to Tenant of Landlord's election to rebuild and repair or to terminate this Lease, as the case may be, within forty-five (45) days of the happening of the event of destruction or damage. If Landlord elects to rebuild and restore the Demised Premises, and Tenant does not remain in possession during the period of rebuilding and repair, the monthly rent shall be abated until the Demised Premises has been rebuilt and repaired. If Tenant remains in possession and operates during the period of rebuilding and repair of damage to the Demised Premises, the monthly rent shall abate based on the portion of the Demised Premises which is not usable by Tenant, as it relates to the entire Demised Premises. If Landlord elects to rebuild and repair, it shall do so expeditiously and in a good workmanlike manner.

ARTICLE IV

Insurance, Indemnity and Liability

1. Tenant's Insurance Obligations.

Tenant, at its sole cost and expense, shall maintain in effect at all times during the term of this Lease insurance policies providing the following coverage:

(a) Fire Insurance. Fire and extended coverage insurance insuring the Demised Premises.

(b) Personal Property Insurance. Extended coverage insurance against fire, vandalism, malicious mischief, sprinkler leakage and such additional perils as now are or hereafter may be included in a standard extended coverage endorsement from time to time in general use in Kansas, insuring Tenant's merchandise, trade fixtures, furnishings, equipment, plate glass and all items of personal property of Tenant located on or in the Demised Premises, in an amount not less than the full replacement value thereof. Any and all proceeds of such insurance, so long as the Lease shall remain in effect, shall be used only to repair or replace or pay for the items so insured.

(c) Liability Insurance. A comprehensive policy of general liability insurance, listing Landlord as an additional insured, protecting against any liability of Tenant occasioned on or about the Demised Premises or appurtenances thereto, or arising from any of the acts set forth below against which Tenant is required to indemnify Landlord, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000) single limit coverage. In addition, such minimum limit may from time to time, at Landlord's option, be increased to an amount determined by Landlord in its reasonable judgment to be consistent with industry standards.

2. General Provisions.

All insurance policies herein to be maintained by Tenant shall: (i) be issued by insurance companies reasonably satisfactory to Landlord and authorized to do business in Kansas; (ii) be written as a primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry; and (iii) insure Landlord as an additional insured. Tenant shall promptly deliver to Landlord certificates evidencing each such policy.

3. Covenants To Hold Harmless.

(a) Landlord and Tenant mutually agree with respect to any loss generally covered under the classification "fire and extended coverage insurance," that the one suffering said loss releases the other, its officers, members, directors, employees, and agents from any and all claims and liability or responsibility with respect to such loss.

(b) Tenant hereby indemnifies and agrees to save harmless Landlord, its officers, members, directors, partners, employees and agents (the "Indemnitees") from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorney's fees, that (i) arise from or are in connection with the operation of Tenant's business, including without limitation injury to Tenant's employees, or (ii) result from injury to person or property or loss of life sustained in or about the Demised Premises.

ARTICLE V **Taxes and Utilities**

1. Taxes.

(a) Landlord shall pay all real property taxes, special assessments and all other taxes and assessments and governmental charges, whether federal, state, county or municipal, levied or assessed against the Demised Premises, the real estate, and building on such Demised Premises and all other taxes and assessments attributable to the Demised Premises, the building or its operation (excluding federal and state income taxes) of the Demised Premises.

(b) Tenant shall pay all taxes assessed or imposed upon Tenant's business or upon Tenant's fixtures, furnishings or equipment in the Demised Premises.

2. Utilities.

Tenant shall pay all costs and charges for all utilities and services provided or used in or at the Demised Premises.

ARTICLE VI **Assignment, Subletting and Encumbering Lease**

Tenant shall not without the prior written consent of Landlord (i) assign or otherwise transfer, or mortgage or otherwise encumber, this Lease or any of its rights hereunder, (ii) sublet the Demised Premises or any part thereof, or permit the use of the Demised Premises or any part thereof by any persons other than Tenant, or (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law.

ARTICLE VII **Default and Remedies**

1. Elements of Default.

If any one or more of the following events occur, said event or events shall hereby be deemed a "Default":

(a) If Tenant fails to pay any rent when the same shall become due and payable hereunder, and such failure continues for ten (5) days after notice thereof from Landlord to Tenant;

(b) If Tenant fails to perform or observe any term, condition, or covenant of this Lease, and such failure shall continue for thirty (30) days after notice thereof from Landlord to Tenant; or

(c) If any execution, levy, attachment or other legal process of law shall occur upon Tenant's goods, fixtures, or interest in the Demised Premises that is not discharged or bonded within fifteen (15) days.

2. **Landlord's Remedies.**

Upon the occurrence of any event of Default by Tenant, Landlord may pursue any one or more of the following remedies, separately or concurrently or in any combination, without notice (except as specifically provided below) or demand whatsoever and without prejudice to any other remedy which it may have for possession of the Demised Premises or arrearages of rent payable by the Tenant:

(a) Landlord may terminate this Lease by giving Tenant notice of termination, in which event Tenant shall immediately quit and vacate the Demised Premises and deliver and surrender possession of the Demised Premises to Landlord, and this Lease shall be terminated at the time designated by Landlord in its notice of termination to Tenant;

(b) With or without terminating this Lease, Landlord may enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person occupying the Demised Premises, by force if necessary, without being liable for prosecution or any claim for damages;

(c) Landlord may release the Demised Premises or any part thereof, at market rate rent and on such terms and conditions as are customary for similar leases, in which event Tenant shall pay to Landlord on demand any deficiency that may arise by reason of such releasing; and

(d) Landlord may do whatever Tenant is obligated to do under the terms of this Lease, in which event Tenant shall reimburse Landlord on demand for any reasonable and actual expenses which Landlord may incur in thus effecting satisfaction and performance of or compliance with Tenant's duties and obligations hereunder.

(e) No right or remedy conferred upon or reserved to Landlord in this Lease is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Lease or existing at law or in equity.

ARTICLE VIII End of Term

Upon the expiration or sooner termination of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises, in good order and condition, ordinary wear and tear excepted. Any personal property of Tenant not removed within twenty (20) days following the expiration or earlier termination of this Lease shall be deemed to have been abandoned by Tenant and at Landlord's option to have become the property of Landlord. Tenant's obligation to observe or perform the covenants set forth in this Article shall survive the termination of this Lease. If Tenant shall remain in possession of the Demised Premises after the expiration or termination of this Lease, Tenant shall be deemed to be occupying the Demised Premises at two times the rent in effect during the last lease year and otherwise subject to all of the terms and conditions of this Lease, and at Landlord's option, Landlord may treat the Tenant as a month-to-month Tenancy.

ARTICLE IX **Notice**

Any notice required under this Lease shall be in writing and shall be delivered by hand, or be sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below.

Landlord: [REDACTED]
3115 E. 13th N.
Wichita, KS 67214

Tenant: **13th St Liquor and Smoke shop**
3117 E 13th N
Wichita, KS 67214

ARTICLE X **Miscellaneous Provisions**

1. Entire Agreement and Successors.

This Lease contains the entire agreement between the Parties and there are no promises, or agreements, oral or written, express or implied, between them other than as herein set forth. No change or modification to this Lease shall be effective unless it is in writing by the Parties. This Lease shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Landlord shall have the right to freely assign this Lease without notice to or the consent of Tenant.

2. Severability.

If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

3. No Waiver.

No failure by Landlord to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by Tenant, and no failure by Landlord to exercise any right or remedy available upon a breach of any such term, covenant, agreement, provision, condition or limitation of this Lease, shall constitute a waiver of any such breach or any such term, covenant, agreement, provision, conditions or limitation.

4. Governing Law.

This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Kansas. Any civil action or legal proceeding arising out

of or relating to this Lease shall be brought in the courts of record of the State of Kansas in Sedgwick County.

5. No Merger.

There shall be no merger of this Lease or the leasehold estate created hereby with the fee simple estate in the Demised Premises or any part thereof, by reason of the fact that the same person or entity may acquire, own or hold, directly or indirectly, this Lease or the leasehold estate created hereby or any interest in this Lease or such leasehold estate, and the fee simple estate in Demised Premises or any interest in such fee simple estate; and this Lease shall not be terminated except as provided herein.

6. Captions.

The captions of this Lease are for convenience only, are not a part of this Lease, and do not in any way limit or amplify the terms and provisions hereof.

7. Attorneys' Fees.

In the event any litigation ensues with respect to the rights, duties, and obligations of the Parties under this Lease, the unsuccessful Party in any such action or proceeding shall pay for all costs, expenses, and reasonable attorneys' fees incurred by the prevailing Party (at the trial level and all appellate levels) in enforcing the covenants and agreements of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed and intended to be legally bound as of the day and year first above written.

LANDLORD

TENANT



By: _____

By: _____

14. - LC Limited Commercial District ("LC")

a. **Purpose.** The purpose of the LC Limited Commercial District is to accommodate retail, commercial, office and other complementary land uses. The LC District is generally compatible with the "Local Commercial" or Regional Commercial" designations of the *Wichita-Sedgwick County Comprehensive Plan*. It is intended for application primarily within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area."

b. **Permitted Uses.** The following uses shall be permitted by-right in the LC District.

(1) Residential Uses

Single-Family

Duplex

Multi-Family

Manufactured Home (only in the County and subject to Sec. III-D.6.l)

Accessory Apartment, subject to Sec. III-D.6.a

Assisted Living

Group Home

Group Residence, Limited and General

Short Term Rental in the City, subject to Sec. III-D.6.qq

(2) Public and Civic Uses

Cemetery

Church or Place of Worship

Community Assembly

Correctional Placement Residence, Limited and General, subject to Sec. III-D.6.h

Day Care, Limited and General, subject to Sec. III-D.6.i

Golf Course

Government Service

Hospital

Library

Nursing Facility

Parks and Recreation

Recycling Collection Station, Private, subject to Sec. III-D.6.q

Recycling Collection Station, Public, subject to Sec. III-D.6.r

Reverse Vending Machine, subject to Sec. III-D.6.u

Safety Service

School, Elementary, Middle and High

University or College

Utility, minor

(3) Commercial Uses

Animal Care, Limited

Automated Teller Machine

Bank or Financial Institution

Bed and Breakfast Inn

Broadcast/Recording Studio

Car Wash, subject to Sec. III-D.6.f

Construction Sales and Service, subject to Sec. III-D.6.bb

Convenience Store

Entertainment Establishment in the City, subject to Sec. III-D.6.w

Event Center in the City, subject to Sec. III-D.6.w

Event Center in the County

Farmer's Market in the City, subject to Sec. III-D.6.jj

Farmer's Market in the County

Funeral Home

Hotel or Motel

Marine Facility, Recreational
Medical Service
Nightclub in the City, subject to Sec. III-D.6.w
Nightclub in the County, subject to Sec. III-D.6.ff
Nursery and Garden Center, subject to Sec. III-D.6.z
Office, General
Parking Area, Commercial, subject to Sec III-D.6.cc
Pawnshop
Personal Care Service
Personal Improvement Service
Post Office Substation
Printing and Copying, Limited
Recreation and Entertainment, Indoor
Restaurant
Retail, General
Secondhand Store
Service Station
Sexually Oriented Business in the County, subject to Sec. III-D.6.ff
Tavern and Drinking Establishment, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w
Vehicle Repair, Limited
Vocational School
Wireless Communication Facility, subject to Sec. III-D.6.g

(4) Industrial, Manufacturing and Extractive Uses

Asphalt or Concrete Plant, Limited, subject to Sec. III-D.6.d

(5) Agricultural Uses

Agriculture

Agricultural Research

Agricultural Sales and Service

c. **Conditional Uses.** The following Uses shall be permitted in the LC District if reviewed and approved by the Planning Commission in accordance with the procedures and standards of Sec. V-D.

(1) Residential Uses

None allowed by Conditional Use

(2) Public and Civic Uses

Neighborhood Swimming Pool, subject to Sec. III-D.6.aa

Utility, Major

(3) Commercial Uses [Note: See Sec. III-B.14.e] Animal Care, General

Heliport

Kennel, Hobby and Boarding/Breeding/Training, subject to Sec. III-D.6.k

Mobile Food Unit in the City, subject to Sec. III-D.6.oo

Monument Sales

Printing and Publishing, General

Recreation and Entertainment, Outdoor, subject to Sec. III-D.6.o

Recreational Vehicle Campground

Vehicle and Equipment Sales (outdoor), subject to Sec. III-D.6.x

Warehouse, Self-Service Storage, subject to Sec. III-D.6.y

(4) Industrial, Manufacturing and Extractive Uses

Asphalt or Concrete Plant, General

Manufacturing, Limited, subject to Sec. III-D.6.m

Mining or Quarrying

Oil and Gas Drilling

Rock Crushing

Solid Waste Incinerator, subject to Sec. III-D.6.v

(5) **Agricultural Uses**

None allowed by Conditional Use

d. **Property development standards.** Each Site in the LC District shall be subject to the following minimum property development standards. Setbacks and heights are for Principal Structures. See Sec. III-D.7.e for Setbacks and heights for Accessory Structures. See also Secs. III-E.2.e(2) and III-E.2.e(3) for Front Setbacks on unplatted tracts or major roadways. Compatibility standards in Secs. IV-C.4 and IV-C.5 may take precedence.

- (1) **Minimum Lot Area:** 2,500 square feet for Single-Family; 2,000 square feet per Dwelling Unit for Duplex; 580 square feet per Dwelling Unit for Multi-Family (maximum 75.1 Dwelling Units per acre); no minimum for nonresidential uses
- (2) **Minimum Lot Width:** No minimum
- (3) **Minimum Front Setback:** 20 feet, provided that the minimum required Front Setback may be reduced pursuant to Sec. III-E.2.e(5)
- (4) **Minimum Rear Setback:** ten feet
- (5) **Minimum Interior Side Setback:** zero feet, but if an interior side setback is provided it shall be at least five feet in width
- (6) **Minimum Street Side Setback:** ten feet
- (7) **Maximum Height:** 80 feet, plus two feet of additional height for each foot of Setback beyond the minimum required Setbacks

e. **Special LC District regulations.** The following special regulations shall apply to property in the LC District.

- (1) **Large projects.** Projects in the LC District on Sites of six acres or more shall be subject to the Community Unit Plan (CUP) standards of Sec. III-C.2.
- (2) **Outdoor display.** Merchandise that is for sale within a Building may be displayed in areas immediately Contiguous to and within ten feet of the Building, subject to the following standards.
 - (a) No portion of the display shall be on publicly owned property unless the applicant shall first have obtained appropriate approval for such use from the Governing Body.
 - (b) No required off-street Parking Space or Loading Space shall be utilized for display.
 - (c) No food or drink shall be displayed outside the Building except in accordance with standards and prior written approval of the Wichita Department of Environmental Services; outdoor service of food and drink accessory to the service of food and drink

within a Building is permitted without limitation as to distance from the Building, in accordance with the provisions of Sec. III-D.6.w of this Code and all other applicable standards and licensing requirements.

- (d) These provisions shall in no way be deemed to authorize the outdoor display of Motor Vehicles, rental trailers, rental equipment, used furniture, used appliances, used plumbing, used housewares, used building materials or similar items, except as such may otherwise be authorized under an appropriate section of the Code.
- (e) Christmas tree and associated sales may be conducted on property zoned LC even though no Building shall exist.

(3) **Outdoor storage.** Storage of merchandise available for sale shall be allowed outside of an enclosed Building in the LC District only as an Accessory Use and only in compliance with the following standards.

- (a) **Screening Fence or Screening Wall enclosure.** The area used for Outdoor Storage shall be enclosed by a Fence or Screening Wall not less than six feet in height nor less than the height of the merchandise to be screened except for Outdoor Storage within a Portable Storage Container when subject to the special provisions contained herein. The Fence or Screening Wall shall be comprised of material capable of Screening the merchandise from view. One opening, not exceeding ten feet in width, may be left open during business hours, but must be gated and capable of Screening merchandise from view when closed. When the material of the enclosure is not of the same general material as the Main Building, Screening as required by Sec. IV-B.3 and Landscaping as approved by the Zoning Administrator shall be provided and maintained outside the enclosure. For Outdoor Storage areas within a CUP, the Fence or Screening Wall provisions may be modified provided that a design plan is submitted with the CUP application and such plan is deemed by the Planning Commission to provide an acceptable environment for the surrounding area based on the physical characteristics of the property, distances from Adjacent properties and public Streets, and the type of merchandise to be stored.
- (b) **Size of storage area.** The enclosure around the storage area shall be attached to the Main Building, and the area within such enclosure shall not exceed ten percent of the floor area occupied by the Principal Use within the Building. Such enclosure shall comply with the same Setback as is required for the Main Building. The area within the enclosure shall be calculated as Floor Area in determining the number of required off-street Parking Spaces. Outdoor Storage of between ten percent and 20 percent may be allowed upon application and approval of a Conditional Use processed in accordance with Sec. V-D of these regulations.

(c)

Conflicting provisions. The provisions of this section shall not be deemed to prevent the display of merchandise required in the servicing of Vehicles when located on service islands at Service Stations, nor shall it supersede any of special conditions of approval imposed on development projects, plans or permits.

- (d) **Exemptions.** These Outdoor Storage requirements shall not apply to holiday tree sales and associated temporary activities.
- (e) **Placement of Portable Storage Containers in LC.** On any Zoning Lot located in the LC District, one or more Portable Storage Containers may be permitted as accessory storage to the Principal Use(s) provided the following conditions are met:
 - 1) The Floor Area contained in the Portable Storage Container shall be limited to no more than ten percent of the Floor Area of the Principal Use and be considered part of the total Outdoor Storage allowed on any Site, except that for Main Buildings with less than 3,200 square feet in size, the Portable Storage Container may be up to 320 square feet in size. In Buildings with multiple tenants, no single user shall be permitted more than ten percent of the Floor Area of its Use.
 - 2) Portable Storage Containers shall be located at least five feet behind the wall line of the Main Building and be subject to Screening provisions specified herein.
 - 3) Portable Storage Containers shall be required to meet Side and Rear Setback requirements for Buildings, shall be separated by no more than ten feet from the Main Building, except when screened in accordance with the Screening standards of Article IV-B.3, or when screened from view of a residential zoning district, residential use or arterial Street by Landscaping, berms, or by other nonresidential buildings; and shall be located at least 20 feet from any Contiguous property zoned TF-3 or more restrictive.
 - 4) Required Screening may consist of the wall(s) of the Portable Storage Container if the Container has no openings or Signs facing a public Street or Adjacent property in a residential zoning district and if the wall(s) match the predominant material and colors of the existing Structure or are an earth tone color that complements and appears inconspicuous against the color of the Main Building, or other screening materials as permitted in the Code per Sec. IV-B.3.
 - 5) Signage on Portable Storage Containers shall be limited to one Sign per Container, not exceeding two square feet. The signage shall not be visible from any Abutting street or any Adjacent property in a residential zoning district.
 - 6) Vertical stacking of Portable Storage Containers and stacking of any other materials or merchandise on top of any Portable Storage Container shall be prohibited. No running gear shall be left underneath any Portable Storage Container.

7) No Portable Storage Container shall be placed or located on a required Parking Space, circulation aisle/lane, or fire access lane.

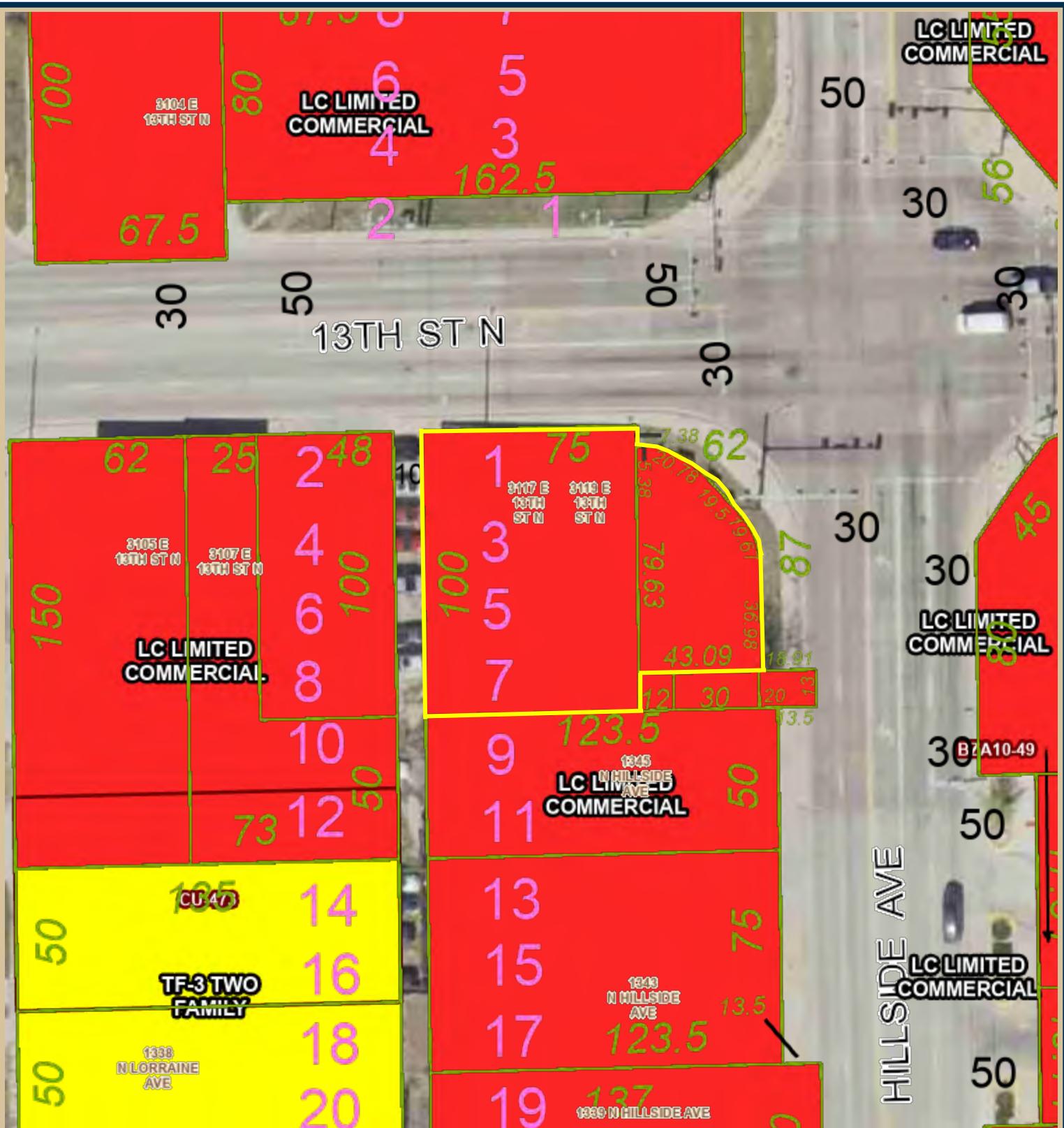
Exception: Portable Storage Containers temporarily placed on Zoning Lots during a period of ongoing construction on the same Zoning Lot are exempted from the above requirements.

(4) **Outdoor business promotions and/or sales.** The Zoning Administrator may authorize outdoor business promotions and/or sales in the LC District within the City to be operated by vendors not permanently located on the subject LC tract, for a duration of no more than 48 hours and for no more than one two-day period per calendar month, provided a license is obtained as may be required by Section 3.04.010 of the Code of the City of Wichita. For onsite businesses in the LC District within the City, the Zoning Administrator may authorize outdoor business promotions and/or sales for a duration of no more than 48 hours and for no more than one two-day period per calendar month, provided written notification of intent to conduct such a promotion or sale is given to the Zoning Administrator prior to the event.

The Zoning Administrator may grant permission for more than 48 consecutive hours provided the two-day limit per calendar month is maintained. All outdoor promotions and/or sales in the LC District shall be subject to the following restrictions and limitations:

- (a) No food or drink shall be dispensed as a part of such promotional and/or sales activity unless in accordance with all rules and regulations and prior written approval of the Wichita Department of Environmental Services.
- (b) No admission fee shall be charged for entrance to, or participation in, any part of the promotional and/or sales activity.
- (c) Activities of such nature as to be considered a ride device, circus or carnival shall be permitted only when so licensed as such under the provisions of the Code of the City of Wichita.
- (d) The outdoor promotional and/or sales activity shall not occupy any part of the required off-street Parking Space for the Principal Use.
- (e) All electrical connections, erections of temporary Structures, etc., shall be in compliance with the Code of the City of Wichita.

(5) **Environmental performance standards.** Uses and activities that are in violation of the Sedgwick County Code or the Code of the City of Wichita or that are out of character with ordinary and customary standards and practices for a Permitted Use to such an extent that the Use or activity is obnoxious, offensive or a nuisance due to odor, dust, smoke, noise, vibration or other similar causes, are prohibited in the LC District.



Geographic Information Services

3115-3121 E 13th St N. Wichita, KS 67214 - LC Limited Commercial Zoning

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.

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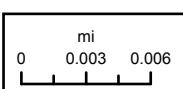
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Date: 9/22/2025

Sedgwick County, Kansas



1:564



Date: 9/22/2025

Sedgwick County, Kansas



Legend

Flood Plain

- (X) 0.2 Pct. Annual Chance
- 0.2 PCT Annual Chance Flood Hazard

A

AE

AE, FLOODWAY

AE, FLOODWAY

AH

AH

AO

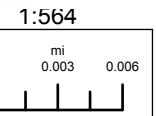
AO

X - Area of Special Consideration

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

X

Area Not Included



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

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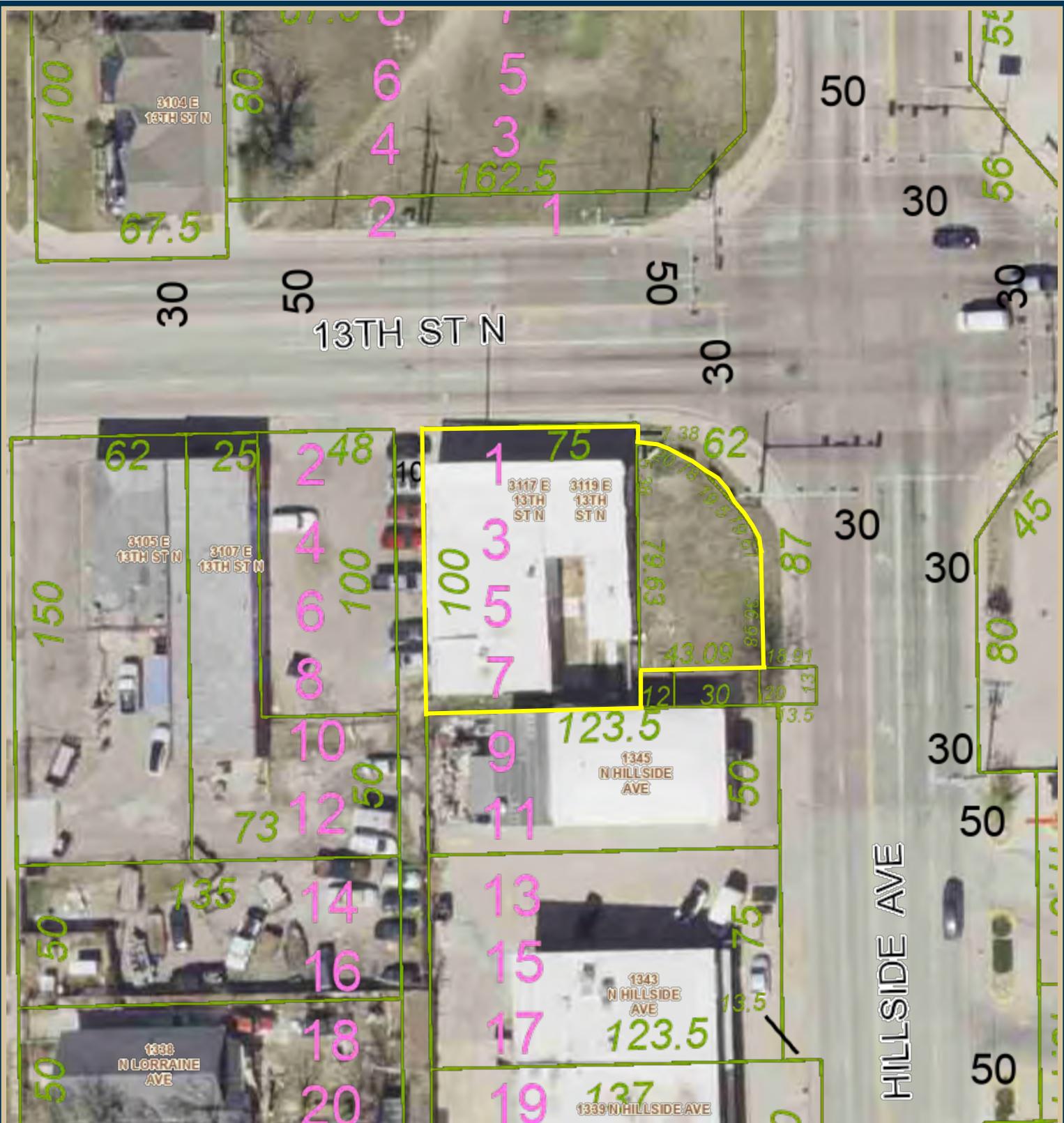
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Geographic Information Services
Sedgwick County...
working for you

3115-3121 E 13th St N, Wichita, KS 67214 - Flood

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Geographic Information Services

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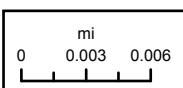
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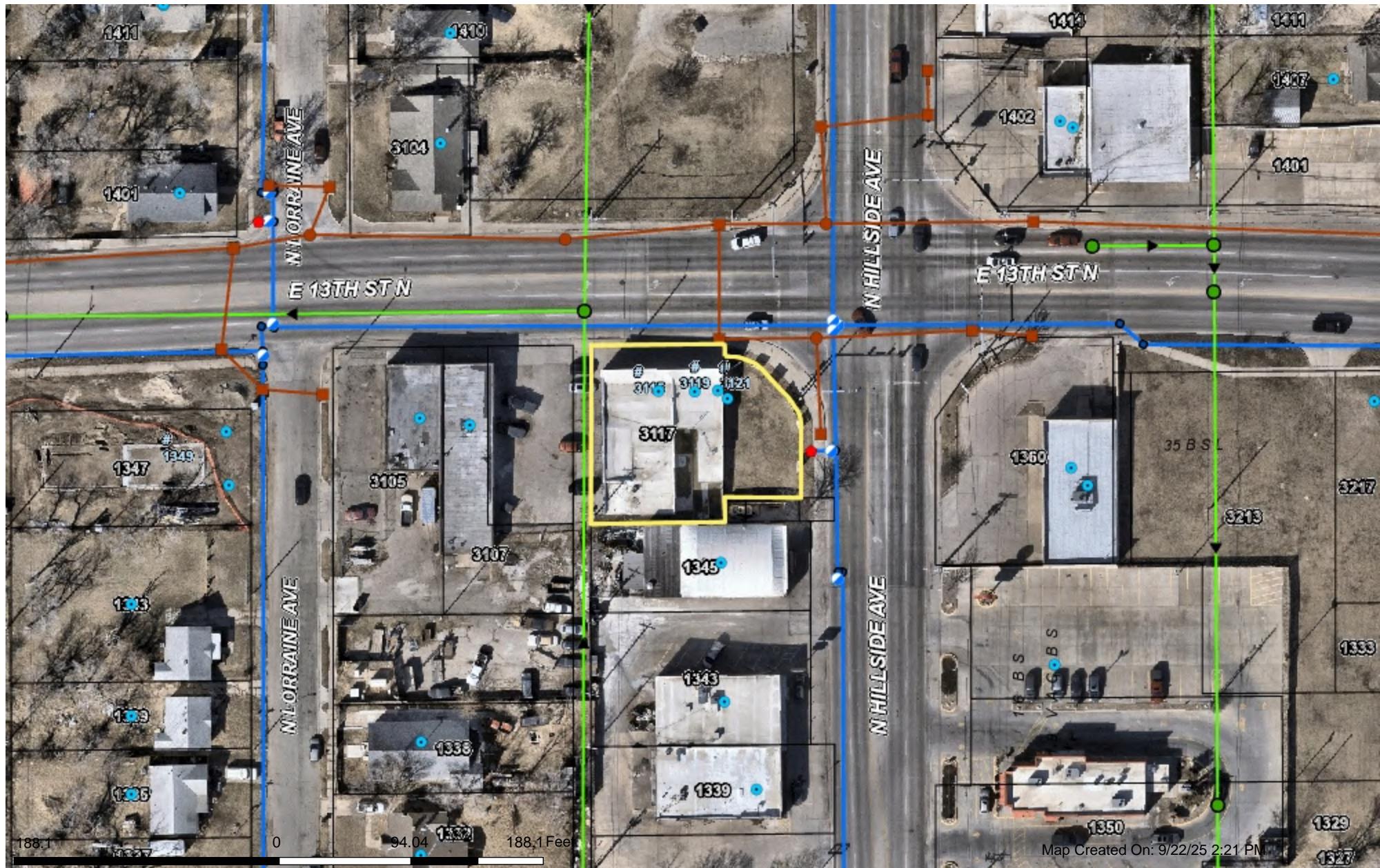
Sedgwick County, Kansas



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3115-3121 E 13th St N, Wichita - Utilities



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.



N.E. ¼ SEC. 15, TWP. 27, R. 1 E.

WI
57

SEDGWICK COUNTY CLERK

11650
EMANUEL CEMETERY
C-11134-A

HIGHLAND
CEMETERY

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*)



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