



**AUCTION DIVISION**

## PROPERTY INFORMATION



**2721 - 2727 EAST BOULEVARD PLAZA  
WICHITA, KS 67211**

**ONLINE ONLY - Bidding Ends  
AUCTION DATE, 2023 @ 2:00 PM CT**



Kevin Howell, Auctioneer  
316-292-3971 | [khowell@weigand.com](mailto:khowell@weigand.com)



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DEMOGRAPHICS



Parcel ID: 087-128-27-0-41-02-013.01-

SGORIONPROD Expanded Appraisal Card

Quick Ref: R825735



Tax Year: 2022 Run Date: 2/6/2023 4:21:37 PM

OWNER NAME AND MAILING ADDRESS

EXODUS CHURCH WICHITA

15200 E CENTRAL AVE

WICHITA, KS 67230-7227

PROPERTY SITUS ADDRESS

2721 E BOULEVARD PLZ

WICHITA, KS 67211

2727 E BOULEVARD PLZ

WICHITA, KS 67211

LAND BASED CLASSIFICATION SYSTEM

Function: 2403 Strip office cent Sfx:  
Activity: 2300 Office activities  
Ownership: 1100 Private-fee simple  
Site: 6000 Developed site - with building

GENERAL PROPERTY INFORMATION

Prop Class: C Commercial & Industrial - C  
Property Type: C-Commercial & Industrial  
Living Units:  
Zoning: LC  
Multi-Zoning: N Non-Conforming: N  
Neighborhood: 883.3 883.3  
Economic Adj. Factor:  
Map / Routing: D / 128270410201301  
School District: 0602 USD 259  
Legacy ID: 30015142  
Investment Class:  
Tax Unit Group: 6702-6702 001 WICHITA U-259

TRACT DESCRIPTION

PT LOTS 18-19-20 & 21 & PT VAC MESITA DR  
COMM 20 FT NW MOST SOUTHERN COR LOT  
23 TH NELY 170.61 FT TO POB TH NWLY 43.41  
FT TH NELY 15.88 FT TH NW 99.55 FT TH NWLY  
2.97 FT TH NE ALG CUR 118.25 FT TH SELY  
162.71 FT TH SWLY 169.78 FT TO POB BLOCK 1  
WOMERS 2ND ADDITION



Image Date: 03/08/2021

PROPERTY FACTORS

Topography: Level - 1  
Utilities: All Public - 1  
Access: Paved Road - 1  
Fronting: Secondary Street - 3  
Location: Neighborhood or Spot - 6  
Parking Type: Off Street - 1  
Parking Quantity: Adequate - 2  
Parking Proximity: On Site - 3  
Parking Covered:  
Parking Uncovered:

INSPECTION HISTORY

| Date       | Time     | Code | Reason | Appraiser | Contact | Code |
|------------|----------|------|--------|-----------|---------|------|
| 02/09/2021 | 8:00 AM  | 12   | SC     | 477       |         |      |
| 03/21/2016 | 1:26 PM  | 12   | RE     | 488       |         |      |
| 06/11/2012 | 10:10 AM | 15   | RE     | 477       |         |      |

BUILDING PERMITS

| Number | Amount | Type | Issue Date | Status | % Comp |
|--------|--------|------|------------|--------|--------|
|--------|--------|------|------------|--------|--------|

2022 APPRAISED VALUE

| Cls   | Land   | Building | Total   |
|-------|--------|----------|---------|
| C     | 42,400 | 63,800   | 106,200 |
| Total | 42,400 | 63,800   | 106,200 |

2021 APPRAISED VALUE

| Cls   | Land   | Building | Total   |
|-------|--------|----------|---------|
| C     | 42,400 | 57,900   | 100,300 |
| Total | 42,400 | 57,900   | 100,300 |

MARKET LAND INFORMATION

| Size | Type               | AC/SF  | Eff FF | Depth | D-Fact | Inf1 | Fact1 | Inf2 | Fact2 | OVRD | Rsn | Cls | Model | Base Size | Base Val | Inc Val | Dec Val | \$/Unit | Value Est |
|------|--------------------|--------|--------|-------|--------|------|-------|------|-------|------|-----|-----|-------|-----------|----------|---------|---------|---------|-----------|
| Sqft | 1-Primary Site - 1 | 21,189 |        |       |        | 5    | 50    |      |       |      |     |     | 881   | 20,000.00 | 4.00     | 4.00    | 4.00    | 2.00    | 42,400    |

Total Market Land Value 42,400



Parcel ID: 087-128-27-0-41-02-013.01-

## SGORIONPROD Expanded Appraisal Card

Quick Ref: R825735



Tax Year: 2022 Run Date: 2/6/2023 4:21:37 PM

## GENERAL BUILDING INFORMATION

Situs: 2721 E BOULEVARD PLZ WICHITA, KS 67211  
LBCS Structure Code: 2101-Office building (low rise 1-4 stories)  
Bldg No. & Name: 1 1-BEJING MASSAGE & AMERICAN INSURAN  
Identical Units: 1 No. of Units:  
Total Bldg Area: 6,817 Unit Type:  
MS Mult: MS Zip:

## APARTMENT DATA

|          | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|----------|---|---|---|---|---|---|---|---|
| Units:   |   |   |   |   |   |   |   |   |
| BR Type: |   |   |   |   |   |   |   |   |
| Baths:   |   |   |   |   |   |   |   |   |

## CALCULATED VALUES

|                     |         |
|---------------------|---------|
| Cost Land:          | 42,400  |
| Cost Building:      | 73,320  |
| Cost Total:         | 115,720 |
| Ag Use Land:        | 0       |
| Ag Buildings:       | 0       |
| Misc. Buildings:    | 0       |
| Manufactured Homes: | 0       |
| Income Value:       | 0       |
| Market Value:       |         |
| MRA Value:          |         |
| New Construction:   | 0       |
| Indexed Value:      | 0       |

## IMPROVEMENT COST SUMMARY

Building RCN: 797,460  
Mkt Adj: 100 Eco Adj:  
Building Value: 63,800  
Other Improvement RCN: 31,730  
Other Improvement Value: 9,520

## FINAL VALUES

Value Method: OVR  
Land Value: 42,400  
Building Value: 63,800  
Final Value: 106,200  
Prior Value:

## BUILDING COMMENTS

## SKETCH VECTORS

## COMMERCIAL BUILDING SECTIONS &amp; BASEMENTS

| Sec | Occupancy           | MSCIs | Rank | Yr Blt | Eff Yr | Levels  | Stories | Area  | Perim | Hgt | Phys | Func | Econ | OVR % | Rsn | Inc Use | Net Area | Cls | % Comp | RCN     | % Gd | Value  |
|-----|---------------------|-------|------|--------|--------|---------|---------|-------|-------|-----|------|------|------|-------|-----|---------|----------|-----|--------|---------|------|--------|
| 1   | 344-Office Building | C     | 2.00 | 1950   |        | 01 / 01 |         | 6,817 | 380   | 11  | 3    | 2    |      |       |     | 082     |          |     | 0      | 797,460 | 8    | 63,800 |

## OTHER BUILDING IMPROVEMENTS

| No. | Occupancy             | MSCIs | Rank | Qty | Yr Blt | Eff Yr | LBCS | Area | Perim | Hgt | Dimensions | Stories | Phys | Func | Econ | OVR% | Rsn | Cls | % Comp | RCN    | %Gd | Value |
|-----|-----------------------|-------|------|-----|--------|--------|------|------|-------|-----|------------|---------|------|------|------|------|-----|-----|--------|--------|-----|-------|
| 1   | 163-Site Improvements | C     | 2.00 | 1   | 1950   |        |      | 10   | 8     |     |            | 1       | 3    | 3    |      |      |     |     | 0      | 23,660 | 30  | 7,100 |
| 2   | 163-Site Improvements | C     | 2.00 | 1   | 1950   |        |      | 10   | 8     |     |            | 1       | 3    | 3    |      |      |     |     | 0      | 8,070  | 30  | 2,420 |

## COMMERCIAL BUILDING SECTION COMPONENTS

| Sec | Code                           | Units | Pct | Size | Other | Rank | Year |
|-----|--------------------------------|-------|-----|------|-------|------|------|
| 1   | 810-Cavity Brick               |       | 100 |      |       |      |      |
| 1   | 611-Package Unit               |       | 100 |      |       |      |      |
| 1   | 8065-Canopy, Retail Wood Frame | 164   |     |      |       |      |      |

## OTHER BUILDING IMPROVEMENT COMPONENTS

| No. | Code                            | Units | Pct | Size | Other | Rank | Year |
|-----|---------------------------------|-------|-----|------|-------|------|------|
| 1   | 8350-Paving, Asphalt with Base  | 6,500 |     |      |       |      |      |
| 2   | 8355-Paving, Concrete with Base | 1,500 |     |      |       |      |      |



Parcel ID: 087-128-27-0-41-02-013.01-

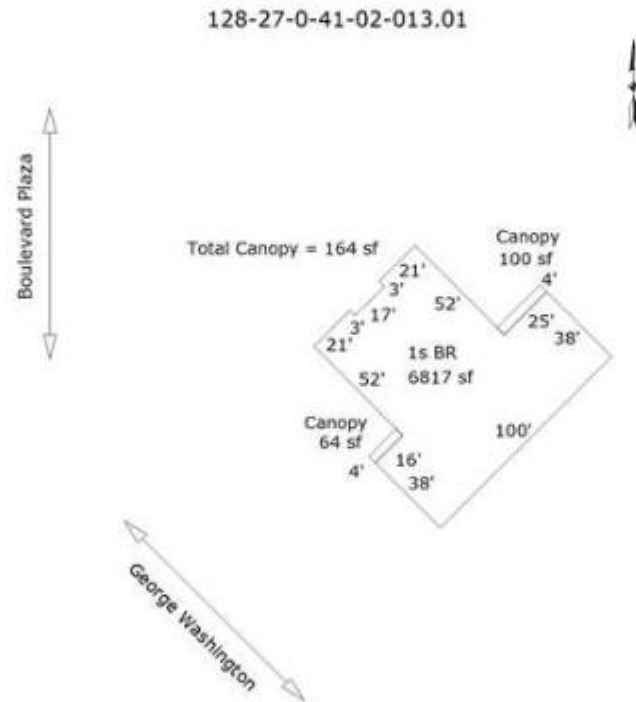
SGORIONPROD Expanded Appraisal Card

Quick Ref: R825735



Tax Year: 2022 Run Date: 2/6/2023 4:21:37 PM

Plot Plan Sketch



Sketch by: [illegible]

# Property Information Report

**Owner Name:** BALTIMORE EXCHANGE LLC  
**PIN Number:** 30015142  
**AIN:** 087-128-27-0-41-02-013.01  
**Geocode:** C 154290001  
**Tax Unit:** 67-02

## Owner Address

**Owner Name:** BALTIMORE EXCHANGE LLC  
**Owner Address:** 1861 N ROCK RD STE 200  
**Owner City:** WICHITA  
**Owner State:** KS  
**Owner ZIP:** 67206-1264

## Property Address

**Property Address:** 2721 E BOULEVARD  
PLZ  
**Property City:** WICHITA  
**Property State:** KS  
**Property ZIP:** 67211

## Appraised Values

**Appraised Land Value:** \$42,400  
**Appraised Improvement Value:** \$63,800  
**Appraised Total Value:** \$106,200

## Assessed Values

**Assessed Land Value:** \$10,600  
**Assessed Improvement Value:** \$15,950  
**Assessed Total Value:** \$26,550

## Land Information

**Total Acres:** 0.486  
**Total Square Feet:** 21,189

**Abbreviated  
Legal  
Description:**

PT LOTS 15-19-20 & 21 & PT VAC MESITA DR COMM 20 FT NW MOST SOUTHERN  
COR LOT 23 TH NELY 170.61 FT TO POB TH NWLY 43.41 FT TH NELY 15.55 FT TH  
NW 99.55 FT TH NWLY 2.97 FT TH NE ALG CUR 115.25 FT TH SELY 162.71 FT TH  
SWLY 169.75 FT TO POB BLOCK 1 WOMERS 2ND ADDITION

## Improvement Information

**Year Built:** 1950  
**Year Last Sold:** N/A  
**Style:** N/A  
**Basement Type:** N/A  
**Arch Style Desc:** N/A  
**Neighborhood Code:** 883.3

**Living Unit:** N/A  
**Bedrooms:** N/A  
**Bathrooms:** N/A  
**Half Bath:** N/A

**Total Sq Ft:** 6817  
**Ground Floor Sq Ft:** N/A

## Other Information

**School District:** 259

# Property Taxes and Appraisals

## 2721 E BOULEVARD PLZ WICHITA

### Property Description

|                         |                                                                                                                                                                                                                                                                          |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Legal Description       | PT LOTS 18-19-20 & 21 & PT VAC MESITA DR COMM 20 FT NW MOST SOUTHERN COR LOT 23 TH NELY 170.61 FT TO POB TH NWLY 43.41 FT TH NELY 15.88 FT TH NW 99.55 FT TH NWLY 2.97 FT TH NE ALG CUR 118.25 FT TH SELY 162.71 FT TH SWLY 169.78 FT TO POB BLOCK 1 WOMERS 2ND ADDITION |
| Owner                   | BALTIMORE EXCHANGE LLC                                                                                                                                                                                                                                                   |
| Mailing Address         | 1861 N ROCK RD STE 200 WICHITA KS 67206-1264                                                                                                                                                                                                                             |
| Geo Code                | C 154290001                                                                                                                                                                                                                                                              |
| PIN                     | 30015142                                                                                                                                                                                                                                                                 |
| AIN                     | 128270410201301                                                                                                                                                                                                                                                          |
| Tax Unit                | 6702 001 WICHITA U-259                                                                                                                                                                                                                                                   |
| Land Use                | 2403 Strip office center                                                                                                                                                                                                                                                 |
| Market Land Square Feet | 21,189                                                                                                                                                                                                                                                                   |
| 2022 Total Acres        | .49                                                                                                                                                                                                                                                                      |
| 2022 Appraisal          | \$106,200                                                                                                                                                                                                                                                                |
| 2022 Assessment         | \$26,550                                                                                                                                                                                                                                                                 |

### Commercial Buildings

| Building                                                   | Units                                                   | Built | Sq. Ft. |
|------------------------------------------------------------|---------------------------------------------------------|-------|---------|
| 1-BEJING MASSAGE & AMERICAN INSURANCE<br>(Office Building) |                                                         | 1950  | 6,817   |
| More Details                                               | View the Property Record Card for full property details |       |         |

### Appraisal Values

| Year | Class                   | Land     | Improvements | Total     | Change |
|------|-------------------------|----------|--------------|-----------|--------|
| 2022 | Commercial / Industrial | \$42,400 | \$63,800     | \$106,200 | +6%    |
| 2021 | Commercial / Industrial | \$42,400 | \$57,900     | \$100,300 |        |

### Assessment Values

| Year | Class                   | Land     | Improvements | Total    | Change |
|------|-------------------------|----------|--------------|----------|--------|
| 2022 | Commercial / Industrial | \$10,600 | \$15,950     | \$26,550 | +6%    |
| 2021 | Commercial / Industrial | \$10,600 | \$14,475     | \$25,075 |        |

### 2022 Tax Year Special Assessments

| Project | Description                             | Principal | Interest | Total  |
|---------|-----------------------------------------|-----------|----------|--------|
| 2639 F  | COUNTY SOLID WASTE SOLID WASTE USER FEE | \$0.00    | \$0.00   | \$7.11 |
|         | Totals:                                 | \$0.00    | \$0.00   | \$7.11 |

### Tax Billings

| Tax Year | Tax Rate   | General Tax | Specials Tax | Interest | Fees   | Total      | Paid       | Balance    |
|----------|------------|-------------|--------------|----------|--------|------------|------------|------------|
| 2022     | 115.114000 | \$3,056.29  | \$7.11       | \$0.00   | \$0.00 | \$3,063.40 | \$1,531.70 | \$1,531.70 |

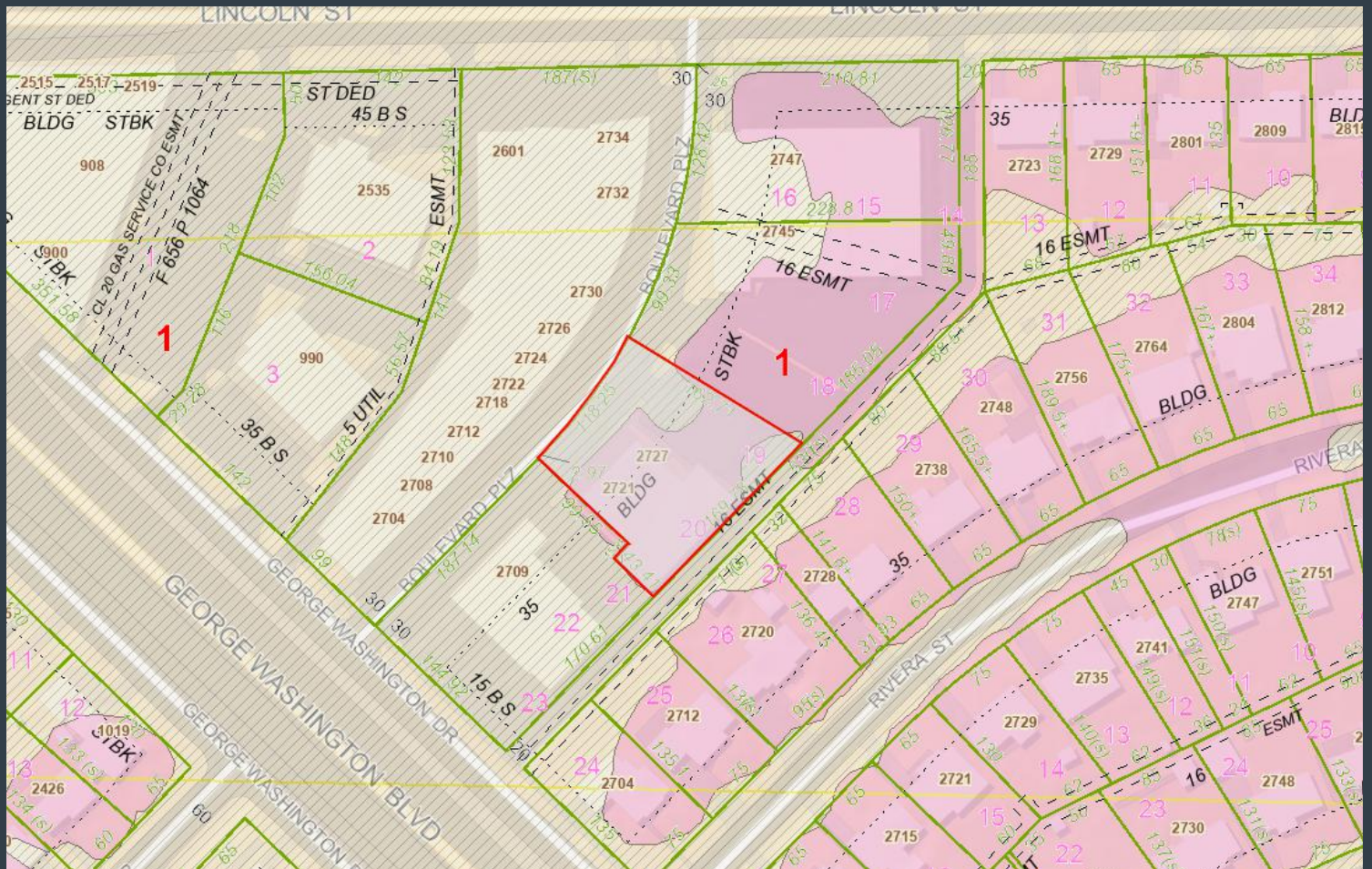
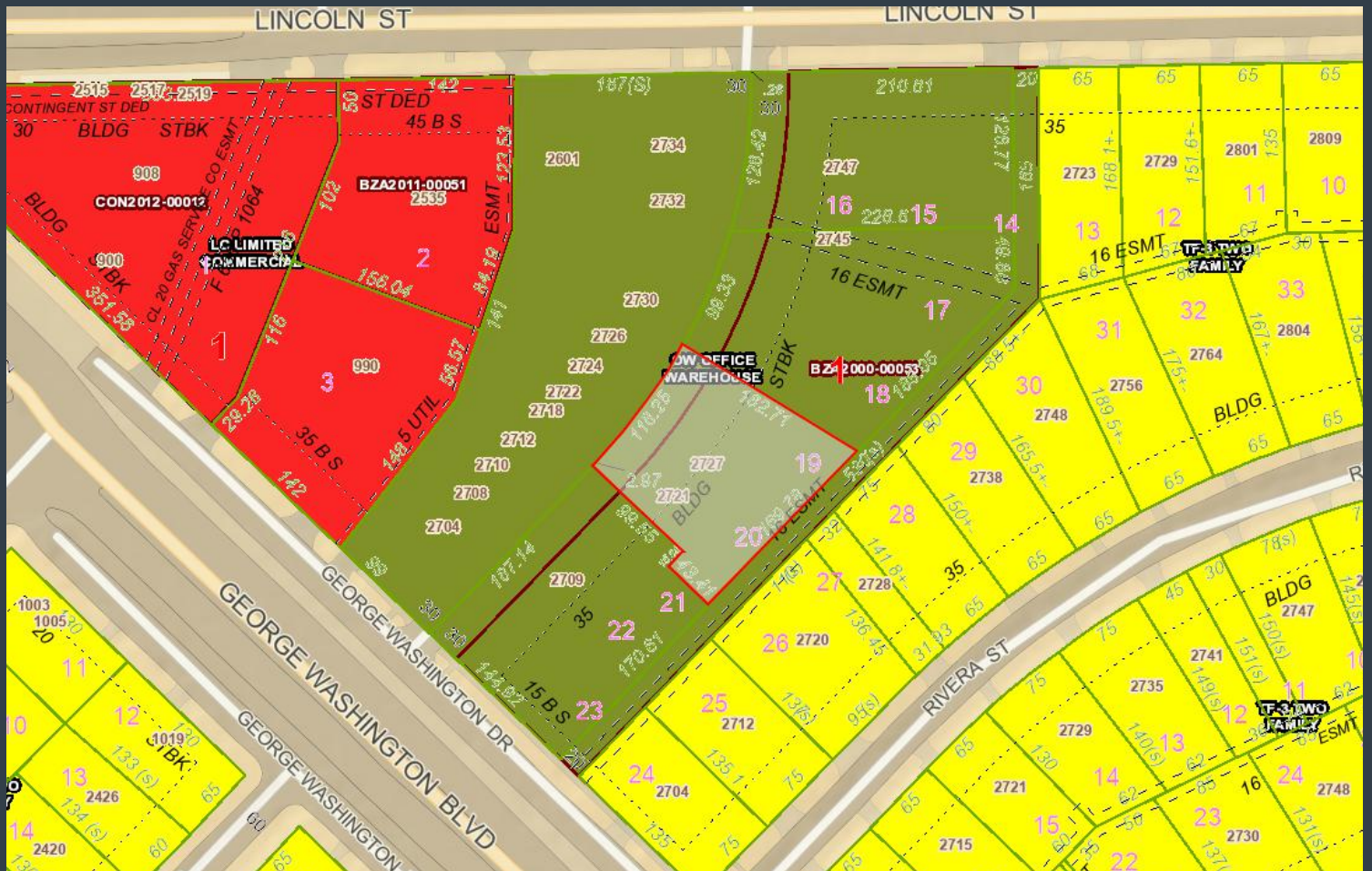
| Tax Year | Tax Rate   | General Tax | Specials Tax | Interest | Fees    | Total      | Paid       | Balance |
|----------|------------|-------------|--------------|----------|---------|------------|------------|---------|
| 2021     | 116.142000 | \$2,912.26  | \$6.81       | \$360.27 | \$16.00 | \$3,295.34 | \$3,295.34 | \$0.00  |

Tax Authorities

| Tax Authority        | Tax Rate  |
|----------------------|-----------|
| 0101 STATE           | 1.500000  |
| 0201 COUNTY          | 29.368000 |
| 0518 CITY OF WICHITA | 32.762000 |
| 0602 USD 259         | 15.802000 |
| 0602 USD 259 SC      | 8.000000  |
| 0602 USD 259 SG      | 20.000000 |
| 0754 USD 259 BOND    | 7.682000  |
| Total: 115.114000    |           |



PROPERTY AERIAL



ZONING MAP & FLOOD PLAIN

# Commercial Lease Agreement

THIS LEASE AGREEMENT made and entered into this 1<sup>st</sup> day of February, 2020.

## By and Between

Baltimore Exchange, LLC  
Hereinafter referred to as  
"Landlord"

## And

Craig Zorn D.B.A Beijing Massage  
Hereinafter referred to as  
"Tenant"

## WITNESSETH:

Landlord is the owner of the real estate described as follows:

An approximate 1,700 square foot commercial space located at 2723 Boulevard Plaza, Wichita, Kansas.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, it is agreed between the parties as follows:

1. **Term.** The term of this Lease shall be for a period of two (2) years, commencing on March 1, 2020 with rent commencing on March 1, 2020 and expiring February 28, 2022. If the Landlord is not able to provide the premise to Tenant by the Commencement Date, Tenant will have no obligation to the terms of this Lease Agreement. Tenant shall use said leased premises for operating a massage parlor and such other related and similar enterprises as Tenant may desire, but for no other use without Landlord's prior written consent. The leased premises are referred to herein as the "premises", "leased premises" or "leased property".
2. **Rental.** Tenant agrees to pay Landlord for the use of said premises for the term stated, the total sum of 19,200 - in twenty-four (24) equal monthly payments of eight hundred - spousal 800<sup>00</sup> dollars per month. 2/11/20
  - a. Rent shall be due on the first day of each month. Any installment that is not received by the 5<sup>th</sup> day of each shall incur a late fee of \$50.00 plus \$5.00 per day thereafter until the past due balance is paid in full.
  - b. Landlord and Tenant agree that at full execution of the original Lease Agreement (June 1, 2016) Tenant paid a security deposit in the sum of \$1,200.00. If Tenant defaults with respect to any provision of this lease, including but not limited to the provisions relating to the payment of rent or

other charges, Landlord may use, apply or retain all or any part of the security deposit for payment of any such rent or any other sum in default, or for the payments of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default. If Tenant shall full and faithfully perform every provision of this lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant without interest at the expiration or termination of this lease.

3. **Taxes.** Landlord shall pay all taxes and assessments, general and special, on the lease premises and buildings and other improvements permanently affixed to the realty.
4. **Maintenance.** Landlord shall perform all maintenance and repairs with regard to roof and structure only. Tenant shall, at its expense, keep the interior of the demised premises, including, but not limited to, all windows, doors, glass, plumbing, and drains in good repair including normal maintenance/repairs/replacement of HVAC Units, ordinary wear and repair damage by fire and other casualty. Tenant, at its sole cost and expense, shall be responsible for the maintenance and repairs up to five-hundred (\$500) dollars per occurrence. Any balance remaining after Tenant has paid the \$500 is the Landlord's responsibility. Landlord must be notified prior to work being completed. Tenant shall be responsible for pest control. Tenant shall be responsible for snow removal, mowing, and landscaping the Leased Premises. Tenant understands that the Leased Premises is being leased in "As-Is" condition.
5. **Use of Premise.** No business shall be carried on, or be permitted to be carried on, upon the demised premises which is contrary to any ordinances of the City of Wichita, Kansas, or the statutes of the State of Kansas, nor will Tenant do or permit anything be done thereon to constitute a nuisance or which will increase fire hazard or insurance rates, or which will invalidate any policy of insurance on the leased premises.
6. **Liability Insurance.** Tenant further covenants and agrees, at all times during the term hereof, at Tenant's own expense to maintain and keep in force, for the mutual benefit of the Landlord and Tenant, general and public liability insurance against claims for personal injury, death, or property damage occurring in, on, or about the demised premises to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00), in respect to bodily injury and or property damage of any one occurrence; to the limit of not less than Two Million Dollars (\$2,000,000.00) aggregate limit. ***Tenant agrees to maintain Landlord's name and management company name (CPSG, LLC) as additional names insured in the insurance set out above and to provide Landlord with a Certificate of Insurance within 10 days of occupancy or use of the premises.*** Said Certificate of Insurance to be provided by an insurance company agreeable to the Landlord and to provide that the insurance coverage set forth in the Certificate will not be cancelled without a thirty (30) day notice to the Landlord unless the insurance terminates due to the expiration of the policy of the insurance.
7. **Indemnification.** Tenant shall keep, protect, and save harmless Landlord from any loss, cost, claim, judgment, or expense of any sort or nature (including reasonable attorneys' fees) and from any liability to any person, natural or artificial other to the parties to this agreement, on account of any injury, damage, or death to any person or property arising out of any failure of Tenant in any respect to comply with and perform all the covenants, requirements, and provisions contained herein.

Landlord shall keep, protect, and save harmless Tenant from any loss, cost, claim, judgment, or expense of any sort or nature (including reasonable attorneys' fees) and from any liability to any person natural or artificial, on account of any injury, damage, or death to any person or property arising out of any failure of Landlord in any respect to comply with and perform all of the covenants, requirements, and provisions contained herein.

8. **Hazard Insurance.** Tenant shall keep the improvements located on the leased premises insured against loss or damages by fire, with extended coverage endorsement in any amount not less than eighty percent (80%) of the full insurable value as determined from time to time. The term "full insurable value" shall mean actual replacement cost (exclusive of the cost of excavation, foundations and footing below the basement floor), without deduction for physical depreciation.

9. **Alterations.** Tenant shall not have the right to construct any building or other structures or to make any improvements to the leased premises without the prior express written consent of Landlord; provided, however, that at the expiration of this Lease, the building and all other improvements permanently affixed to the realty, whether or not installed or made by Tenant (with or without the permission of Landlord, as required herein), shall become the sole property of the Landlord.

Tenant shall have the right and privilege of erecting and installing additional offices and trade fixtures necessary to carry on its business; provided, however, that such installations will not injure the premises and shall be made in a first class, workmanlike manner and comply with all laws, ordinances, rules, and regulations of governmental authority, as well as a board of fire insurance underwriters. Upon termination of this Lease, or any renewal hereof, Tenant shall have the privilege of removing such installations, provided that no damage is caused thereby to the premises and the building. Upon the expirations of this Lease, all such additions, alterations, or improvements not so removed shall be the sole and exclusive property of Landlord, Landlord shall not unreasonably withhold its consent hereunder.

10. **Liens and Encumbrances.** Tenant covenants and agrees at all times to keep the leased premises free from liens and encumbrances of whatever kind or nature arising from, or predicated upon, materials furnished, or work or labor performed upon the leased premises at Tenant's request or by Tenant's authority.

11. **Utilities.** Tenant shall furnish, at Tenant's own cost and expense with no cost and expense to Landlord, all utilities necessary for the operation of Tenant's business, including but not limited to electric, gas, water, sewer and trash service. ***Tenant will place all utilities into their own name within five (5) business days from execution of contract.*** Tenant understands that Landlord will no longer be providing trash to Tenant and that Tenant is required to have a trash container on site going forward.

X

\_\_\_\_\_

**12. Assignment and Subleasing.** Tenant shall have no right to assign or transfer this Lease or to underlease or sublease the whole or any part of the leased premises, except with written consent of Landlord. Landlord shall not unreasonably withhold its consent hereunder.

**13. Damage by Fire or Other Casualty.** Tenant shall use every precaution against fire and shall, in case of fire or other casualty for which Tenant is not under an obligation to repair, immediately notify Landlord, who shall, unless the building be so damaged that Landlord shall decide not to repair or rebuild, thereupon cause the damage to be promptly repaired, but if the premises be so damaged so that Landlord shall decide not to repair or rebuild, either temporarily or permanently, then the term shall cease as of the date on which the casualty occurred, with no further obligation of either party hereunder to recognize this Lease if the building be later rebuilt. If Landlord shall decide to rebuild or repair, then the rent during the restoration period shall abate in proportion and to the extent that the premises have been rendered unprintable by said casualty.

**14. Right to Landlord to Enter and Inspect.** Landlord hereby reserves, and Tenant hereby accords to Landlord, the right, personally or through any representative or representative of Landlord's choice, to enter upon and inspect the leased premises, anytime during normal business hours, for the purpose of inspecting the premises, exhibiting the same to the prospective purchaser or Tenant, or otherwise, and the further right, at any time within two (2) months prior to the expiration of this Lease, to place or affix upon suitable exterior portions, not including windows or doors, of this Lease, to place or affix upon suitable exterior portions, not including windows or doors, of the leased premises signs and notices that the same are for sale or for rent.

**15. Condemnation.** If the whole of the leased property is taken for any public or quasi-public use under any statute or by the right of eminent domain, this Lease shall expire on the date when the leased property shall be so taken, and the rental shall be abated as of that date. No party of any award from any condemning authority shall inure or belong to Tenant. Provided that this provision shall not prevent recovery by Landlord of damages to its business rights and interests, occasioned by such taking.

If any part (but less than the whole) of the leased property shall be taken for any public use or quasi-public use under any statute, or by right of eminent domain, then this Lease shall automatically terminate as of the date title shall be taken with respect only to that portion of the leased premises so taken. If the remainder of the leased premises is, by reason of such taking, rendered unusable for the purpose for which the leased property was leased, the Landlord and Tenant shall each have the right to terminate this Lease on thirty (30) days' notice to the other given within ninety (90) days after the date of such taking. In the event of such partial taking, the rental hereunder shall abate in the same proportion as the value of the portion of the leased premises taken bears to the then current value of the entire premises being leased hereunder.

**16. Default.** If any default of Landlord hereunder shall continue uncorrected for thirty (30) days after written notice thereof from Tenant, this Lease may be terminated by Tenant at any time thereafter during the continuance of such default by giving written notice to landlord of such termination. If Tenant shall fail to

pay any installments hereunder and shall continue in default for a period of ten (10) days after written notice thereof by Landlord, or if Tenant shall fail to promptly keep and perform any other affirmative or negative covenants of this Lease strictly in accordance with the terms of this Lease after written notice thereof by Landlord or default and demand of performance, then and in any such event and as often as any such event shall occur, Landlord may:

- a. Declare the said term ended and enter into said demised premises, or any part thereof, to repossess and enjoy said premises as in the Landlord's former estate; using such force as may be necessary so to do, and so to repossess and enjoy said premises as in the Landlord's former estate; or Landlord shall have the right to remove, at Tenant's expense, any of Tenants' property left remaining in or on the premises.

**17. Bankruptcy and Insolvency.** In the event a voluntary or involuntary petition in bankruptcy filed by or against Tenant, or in the event a petition is filed by or against Tenant seeking to invoke the benefits of any bankruptcy or reorganization law, or in the event Tenant shall make a general assignment for the benefit of Tenant's creditors, or in the event a trustee or receiver shall be appointed for all or substantially all of the Tenant's assets, then and in any such event or events this Lease shall thereupon instantly and automatically terminate, without the necessity of any notice or other action by Landlord, the Landlord shall thereupon be entitled to precisely the same rights and remedies as if on such date cancellation of this Lease and been effected by Landlord under foregoing Paragraph 15 hereof.

**18. Holding Over.** In the event Tenant shall continue to occupy the premises after the last day of the term hereby created, or after the last day of any extension of said term, the Landlord elects to accept rent thereafter, a tenancy from month to month only shall be created and not for any longer period, but subject to all other provisions of this Lease. Rent shall increase 150%.

**19. Surrender or Termination.** Upon expiration of this Lease for any reason, wither by reason of expiration of the term hereof or cancellation for default of otherwise, Tenant shall and hereby covenants and agrees forthwith peaceably to surrender and deliver possession of the leased premises to Landlord, and in as good of condition and repair as the same were in at inception of this Lease, reasonable wear and tear, depreciation, and damages from the elements and acts of God excepted, including, but not limited to, the obligation to repair any and all damaged caused by Tenant's removal of any trade fixtures for equipment installed by Tenant during the term hereof.

**20. Notices.** All notices required, or which may be given hereunder shall be considered as properly given if delivered in writing personally or sent by certified mail, postage prepaid with return receipt requested, addressed to Landlord at the address of 2024 N Woodlawn, #200, Wichita, Kansas 67208 and Tenant at 2723 Boulevard Plaza, Wichita, KS. Notices served by mail shall be deemed to have been given on the date on which such notice is deposited in the United States Mail.

**21. Entirety of Agreement.** This instrument incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the property covered by this Lease Agreement.

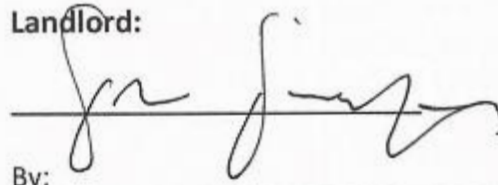
**22. Successors and Assigns.** The covenants, agreements, and payments herein contained shall extend to and bind the heirs, administrators, executors, trustees, successors, assigns, and agents of each of the parties hereto, except as herein otherwise provided.

**23. Modifications.** Neither this Lease nor any of the rights secured to any of the parties hereto may be waived, modified, supplemented, or otherwise altered, unless in writing, duly signed by all the parties hereto.

**24. Right to Advertise with Signage.** In the event Tenant does not exercise option given to Tenant or Tenant elects not to renew this lease; then Landlord shall have the right to display a "For Lease" sign on the subject property ninety (90) days prior to Tenant's lease expiration.

In witness whereof, the parties have hereunto subscribed names and caused this Lease Agreement to be executed in duplicate, each of which shall be considered on original hereof, as of the day, month, and year first above written.

Landlord:

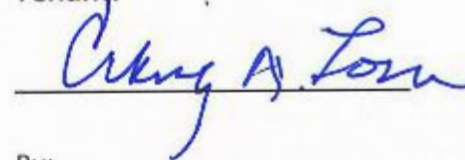


By: \_\_\_\_\_

Printed Name: Talal Timsah

Date: 2/11/2020

Tenant:

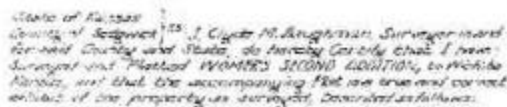


By: \_\_\_\_\_

Printed Name: CRAIG A. ZORN

Date: 2/11/20

W-3-2M



Glyde M. Baughman, Director

James M. Vane, Registrar of Court  
Cassidy

From the University of Toronto

John C. Vinner John C. Vinner

My Jurisdiction Expires July 9, 2017

Dated this ..... day of ..... 1925  
The City Planning Commission of the City of Wichita, Kansas

160 orders this 3<sup>rd</sup> Approved by the Board of City Comm.  
DATE SEPTEMBER 24

Approved by County Commissioners  
this 6 day of Sept 1946

Entered in Transfer Record at  
12:00 of June 17<sup>th</sup> 46

This Plant utilized for the purpose of carrying on  
business of the 22nd to 23rd 2 was filed in register of  
Goods Office dated 12.1942.

W2-0-2



1001 Hwy., Virginia of Streets

# LOT SPLIT

LEGAL DESCRIPTION:  
(see Exhibit "A")

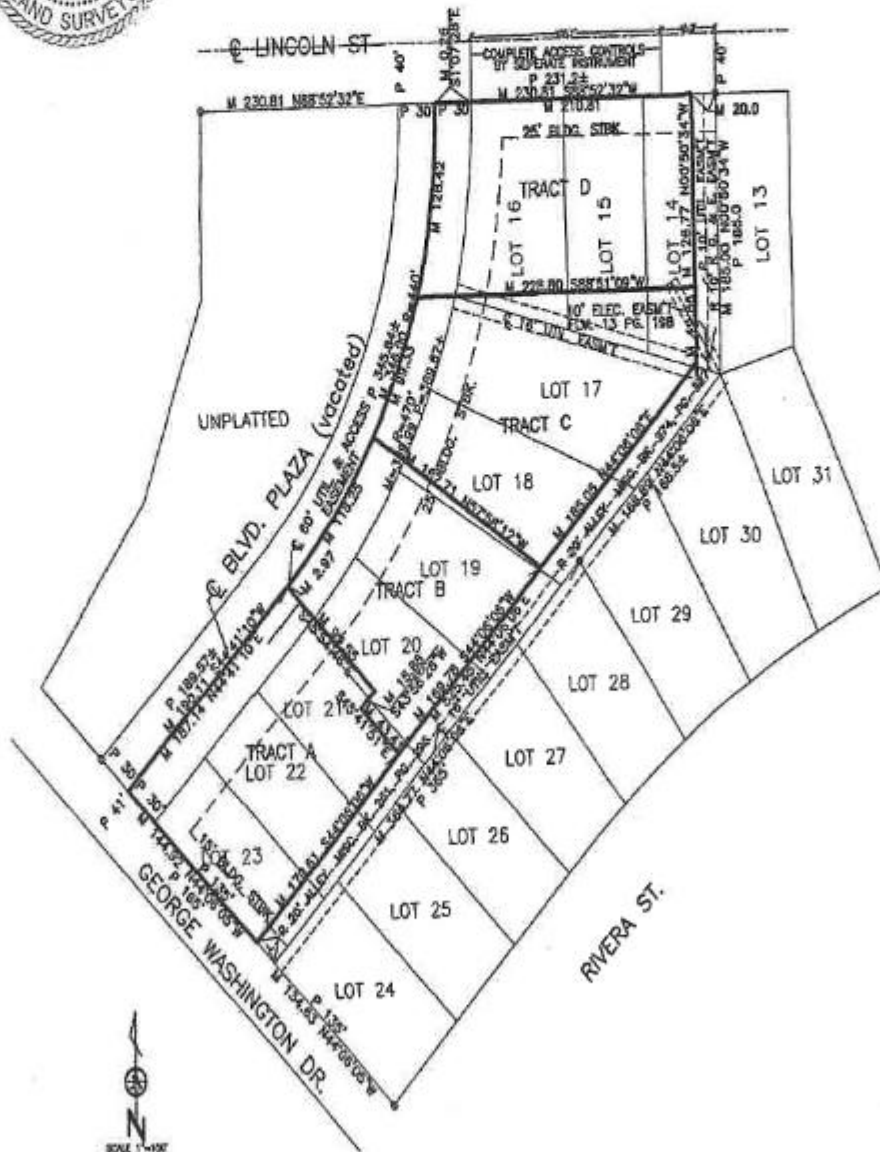


City of Wichita }  
Sedgwick County } Lot Split No. LSP2020-00006  
State of Kansas } ss copy 1 of 2

Scott Wadle, Interim Director of Planning, Wichita  
Sedgwick County Metropolitan Area Planning Department  
do hereby certify under the authority granted in the  
Subdivision Rules and Regulations that the lot split  
to which this stamp is affixed has been approved.

Given under my hand and seal this 10<sup>th</sup> day of  
July, 2020

Scott Wadle  
Scott Wadle, Interim Director of Planning





**EXHIBIT "A"**

**PARCEL A:**

That part of Lots 20, 21, 22 and 23, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as BEGINNING at a point on the Southwesterly line of said Lot 23, point being 20 feet Northwest of the most Southern corner of said Lot 23; THENCE N44°06'06"E parallel with the Southeasterly lines of said Lots 20, 21, 22 and 23, a distance of 170.61 feet; THENCE N45°41'51"W, a distance of 43.41 feet; THENCE N43°56'28"E, a distance of 15.88 feet; THENCE N45°54'56"W, a distance of 99.55 feet to the centerline of said vacated; Mesita Drive; THENCE S44°41'10"W along the centerline of said vacated Mesita Drive, a distance of 187.14 feet to the Southwesterly line of said Lot 23 extended; THENCE S44°06'05"E, a distance of 144.92 feet to the point of BEGINNING, containing 26,211.73 square feet more or less.

**PARCEL B:**

That part of Lots 18, 19, 20 and 21, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as COMMENCING at a point on the Southwesterly line of said Lot 23, point being 20 feet Northwest of the most Southern corner of said Lot 23; THENCE N44°06'06"E parallel with the Southeasterly lines of said Lots 20, 21, 22 and 23, a distance of 170.61 feet for a point of BEGINNING; THENCE N45°41'51"W, a distance of 43.41 feet; THENCE N43°56'28"E, a distance of 15.88 feet; THENCE N45°54'56"W, a distance of 99.55 feet to the centerline of said vacated; Mesita Drive; THENCE N44°41'10"W along the centerline of said Mesita Drive, a distance of 2.97 feet to the point of curvature of a curve to the left; THECE Northeasterly along said centerline being a curve with a radius of 440 feet, a curve distance of 118.25 feet; THENCE S57°58'12"E, a distance of 162.71 feet to a point 20 feet Northwest of the Southeasterly line of said Lot 18; THENCE S44°06'06"W parallel with the Southeasterly lines of Lots 18, 19, 20 and 21, 169.78 feet the point of BEGINNING, containing 21,165.88 square feet more or less.

**PARCEL C:**

That part of Lots 14, 15, 16, 17 and 18, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as COMMENCING at a point on the North line of said Lot 14, point being 20 feet West of the Northeast corner of said Lot 14; THENCE S88°52'33"W along the North line of said Lot 14, a distance of 230.81 feet to the centerline of said vacated Mesita Drive; THENCE S01°07'28"E along the centerline of said Mesita Drive, a distance of 0.26 feet the point of curvature of a curve to the right; THENCE Southwesterly along said centerline being a curve with a radius of 440 feet, a curve distance of 128.42 feet for a point of BEGINNING; THENCE continuing along said curve with a radius of 440 feet, a curve distance of S57°58'12"E, a distance of 162.71 feet to a point 20 feet Northwest of the Southeasterly line of said Lot 18; THENCE N44°06'06"E parallel with the Southeasterly line of said Lots 17 and 18, a distance of 185.05 feet; THENCE N00°50'34"W parallel with the East line of said Lot 14, a distance of 49.86 feet; THENCE S88°51'09"W, a distance of 228.80 feet to the point of BEGINNING, containing 31,626.77 square feet more or less.

**PARCEL D:**

That part of Lots 14, 15 and 16, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as BEGINNING at a point on the North line of said Lot 14, point being 20 feet West of the Northeast corner of said Lot 14; THENCE S88°52'33"W along the North line of said Lot 14, a distance of 230.81 feet to the centerline of said vacated Mesita Drive; THENCE S01°07'28"E along the centerline of said Mesita Drive, a distance of 0.26 feet the point of curvature of a curve to the right; THENCE Southwesterly along said centerline being a curve with a radius of 440 feet, a curve distance of 128.42 feet; THENCE N88°51'09"E, a distance of 228.80 feet to a point 20.00 feet West of the East line of said Lot 14; THENCE N00°50'34"W parallel with said East line, a distance of 126.77 feet to the point of BEGINNING, containing 27,473.79 square feet more or less.



First American Title™

## ALTA Commitment for Title Insurance

Issued By

First American Title Insurance Company

## Commitment

### COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### First American Title Insurance

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

Issuing Agent: Security 1st Title



Security 1<sup>st</sup> Title

Josh Troyer  
727 N Waco Ave  
Wichita, KS 67203  
Ste 300  
(316) 293-1665 (Work)  
[jtroyer@security1st.com](mailto:jtroyer@security1st.com)

If this jacket was created electronically, it constitutes an original document.

*This page is only a part of a 2016 ALTA @ Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.*

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|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
|  <b>First American Title™</b> | <b>ALTA Commitment for Title Insurance</b>                 |
|                                                                                                                | Issued By<br><b>First American Title Insurance Company</b> |
| <b>Schedule A</b>                                                                                              |                                                            |

**Transaction Identification Data for reference only:**

|                    |                                |                |                                                                      |
|--------------------|--------------------------------|----------------|----------------------------------------------------------------------|
| Issuing Agent:     | <b>Security 1st Title</b>      | Buyer:         | <b>A legal entity to be determined</b>                               |
| Issuing Office:    |                                | Title Contact: | <b>Josh Troyer</b>                                                   |
| ALTA Universal ID: | <b>1010831</b>                 |                | <b>727 N Waco Ave</b>                                                |
| Loan ID Number:    |                                |                | <b>Wichita, KS 67203</b>                                             |
| Commitment No.:    | <b>C-JT3016500</b>             |                | <b>Ste 300</b>                                                       |
| Property Address:  | <b>2721 E. Boulevard Plaza</b> |                | <b>(316) 293-1665 (Work)</b>                                         |
|                    | <b>Wichita, KS 67211</b>       |                | <a href="mailto:jtroyer@security1st.com">jtroyer@security1st.com</a> |

## SCHEDULE A

**1. Commitment Date:**

01/30/2023 at 7:00 AM

**2. Policy to be issued:**

ALTA Owner's Policy 06-17-06

Proposed Policy Amount: **\$1,000.00**

Proposed Insured: **A legal entity to be determined**

**3. The estate or interest in the Land described or referred to in this Commitment is:**

**Fee Simple**

**4. The Title is, at the Commitment Date, vested in:**

**Baltimore Exchange, LLC, a Kansas limited liability company**

**5. The Land is described as follows:**

Property description set forth in Exhibit A attached hereto and made a part hereof.

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Commitment No.: C-JT3016500

### Exhibit A

That part of Lots 18, 19, 20, and 21, Block 1, Womer's Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as commencing at a point on the southwesterly line of Lot 23, Block 1 in said Addition, said point being 20 feet northwest of the most southern corner of said Lot 23; thence N 44°06'06" E parallel with the southeasterly lines of said Lots 20, 21, 22, and 23 a distance of 170.61 feet for a point of beginning; thence N 45°41'51" W, a distance of 43.41 feet; thence N 43°56'28" E, a distance of 15.88 feet; thence N 45°54'56" W, a distance of 99.55 feet to the centerline of said vacated Mesita Drive; thence N 44°41'10" W along the centerline of said Mesita Drive, a distance of 2.97 feet to the point of curvature of a curve to the left; thence northeasterly along said centerline being a curve with a radius of 440 feet, a curve distance of 118.25 feet; thence S 57°58'12" E, a distance of 162.71 feet to a point 20 feet northwesterly of the southeasterly line of said Lot 18; thence S 44°06'06" W parallel with the southeasterly lines of Lots 18, 19, 20, and 21, 169.78 feet to the point of beginning.

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| <b>Schedule BI</b>                                                                                             |                                                                           |

Commitment No.: C-JT3016500

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, and recorded in the Public Records.
5. **Furnish to the Company the identity of the proposed insured and policy liability amount. We reserve the right to make any additional requirements or exceptions upon review.**
6. **File a partial release of the Mortgage dated April 12, 2022, recorded April 15, 2022, as Doc#/Flm-Pg: [30155734](#), made by Baltimore Exchange LLC, a Kansas limited liability company, to Capitol Federal Savings Bank, in the amount of \$408,000.00.**
7. **File a partial release of the Assignment of Rents dated April 12, 2022, recorded April 15, 2022, as Doc#/Flm-Pg: [30155735](#), made by Baltimore Exchange LLC, a Kansas limited liability company, to Capitol Federal Savings Bank.**
8. **We have a copy of the Articles of Organization dated June 22, 2015 and a copy of the Operating Agreement dated June 23, 2015 of Baltimore Exchange, LLC, a limited liability company. We must be furnished with a copy of any amendments to said documents. We reserve the right to make any additional requirements we deem necessary.**

**Any instrument to be executed by Baltimore Exchange, LLC must:**

1. Be executed in the limited liability company name, and
  2. Be signed by Talal Adnan Timsah, Manager.
9. **File a Warranty Deed from Baltimore Exchange, LLC, a Kansas limited liability company, to a buyer to be determined.**

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## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

#### 10. Recording Information for Kansas Counties:

**Deed: \$21.00 (first page) + \$17.00 (each additional page)**

**Mortgage: \$21.00 (first page) + \$17.00 (each additional page)**

**Mortgage Release: \$20.00 (first page) + \$4.00 (each additional page)**

**Mortgage Assignment: \$20.00 (first page) + \$4.00 (each additional page)**

The above fees do not include all documents that may be filed in each county. Some fees may vary. For a full list of recording fees, services and format requirements, please contact the Register of Deeds Office for the specific county in question.

(NOTE: Beginning January 1, 2019, Mortgage Registration Tax is no longer required in the State of Kansas.)

NOTE: The State of Kansas requires that any deed transferring real estate must be accompanied by a Real Estate Validation Questionnaire. This form must be executed by either the Grantor (Seller) or the Grantee (Buyer). Certain exemptions do apply. The official form can be obtained from the Register of Deeds or from Security 1st Title. Photocopies of the official form will not be accepted.

NOTE: For documents electronically recorded. There is an additional third-party service fee of \$5.00 per document, which is in addition to the County recording fees.

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| <b>Schedule BII</b>                                                                                            |                                                                           |

Commitment No.: C-JT3016500

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land.
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records.
7. **General taxes and special assessments for the fiscal year 2022 in the original amount of \$3,063.40.**

**First Installment: \$1,531.70, PAID**

**Second Installment: \$1,531.70, DUE, but not delinquent until after May 10, 2023**

**Property I.D. # C-15429-0001**

**PIN # 30015142**

8. **The following matters shown on or disclosed by the recorded plat referred to in the legal description: building setback lines and easements.**
9. **Easements, if any, for public utilities installed in, under, or upon the vacated Mesita Drive prior to the vacation thereof, and for which no notice appears in the Official Records.**
10. **An easement for utilities, recorded as Misc. Book 249, Page [1](#).  
In favor of: Kansas Gas & Electric Company  
Affects: a portion of subject property**
11. **Affidavit by a Kansas Gas and Electric Company employee claiming right-of-way over a portion of subject property recorded in/on Film 13, Page [198](#)**
12. **Terms and provisions of the lot split filed on Doc#/Flm-Pg: [30013352](#), refiled on Doc#/Flm-Pg: [30026327](#) and Doc#/Flm-Pg: [30033273](#).**

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13. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of a resolution filed on Film 236, Page [1192](#).
14. Rights or claims of parties in possession not shown by the public records.

The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**First American Title™**

## Privacy Notice

**Effective:** October 1, 2019

**Notice Last Updated:** January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products (“Products”). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

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### **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Right of Deletion.** You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale.** We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

**Notice of Sale.** We have not sold the **personal information** of California residents in the past 12 months.

**Notice of Disclosure.** To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

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## **PRIVACY POLICY**

### WHAT DOES SECURITY 1<sup>ST</sup> TITLE DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Security 1<sup>ST</sup> Title, LLC, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Security 1st Title, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

| Reasons we can share your personal information                                                                                                                                                                                                                                                     | Do we share? | Can you limit this sharing? |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------|
| <b>For our everyday business purposes</b> —to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations. | Yes          | No                          |
| <b>For our marketing purposes</b> —to offer our products and services to you.                                                                                                                                                                                                                      | Yes          | No                          |
| <b>For joint marketing with other financial companies</b>                                                                                                                                                                                                                                          | No           | We don't share              |
| <b>For our affiliates' everyday business purposes</b> —information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.                                                                     | Yes          | No                          |
| <b>For our affiliates' everyday business purposes</b> —information about your creditworthiness.                                                                                                                                                                                                    | No           | We don't share              |
| <b>For our affiliates to market to you</b>                                                                                                                                                                                                                                                         | Yes          | No                          |
| <b>For nonaffiliates to market to you.</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.                                                                                                                               | No           | We don't share              |

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. (We do not control their subsequent use of information, and suggest you refer to their privacy notices.)

| Sharing practices                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How often does Security 1<sup>st</sup> Title notify me about their practices?</b> | We must notify you about our sharing practices when you request a transaction.                                                                                                                                                                                                                                                                                                                    |
| <b>How does Security 1<sup>st</sup> Title protect my personal information?</b>       | To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.                                                                                                                                                                                           |
| <b>How does Security 1<sup>st</sup> Title collect my personal information?</b>       | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p> |
| <b>What sharing can I limit?</b>                                                     | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.                                                                                                                                                                                                                            |
| <b>Contact Us</b>                                                                    | If you have any questions about this privacy notice, please contact us at: Security 1st Title, 727 N. Waco, Suite 300, Wichita, KS 67203                                                                                                                                                                                                                                                          |

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After recording mail to:  
2024 N. Woodlawn, Suite 200  
Wichita, KS 67208

Pursuant to K.S.A. 79-1437e, a real estate validation  
questionnaire is not required due to Exception No. 14

### ADMINISTRATOR'S DEED

THIS INDENTURE made this 25th day of October, 2018, by and between Paul D. Brodsky, as Administrator of the estate of Howard S. Brodsky, deceased ("Grantor"), by virtue of an order of sale dated May 1, 2018, issued from the District Court of Sedgwick County, Kansas, after notice given as provided by law and the order of the District Court, Grantor having sold the real estate hereinafter described in conformity with the order. The sale was confirmed as provided by law by the order of the District Court dated October 25, 2018, in consideration of the sum of Five Hundred Sixty-five Thousand and No/100 Dollars (\$565,000.00), the receipt of which is acknowledged.

The Grantor, does hereby grant, sell and convey to Baltimore Exchange, LLC, a Kansas limited liability company, its successors and assigns ("Grantee"), all right title and interest of Howard S. Brodsky, deceased, discharged from liability for the decedent's debts, in and to the following described real estate in Sedgwick County, Kansas:

Parcel #1: A tract described as beginning at a point 60 feet west of the Northwest corner of Lot 16, Block 1, Womer's Second Addition to Wichita, Sedgwick County, Kansas, thence south 0.26 feet to P.C. of a curve to the right with a radius of 410 feet and a delta angle of 45°2', a distance of 322.01 feet to point of tangency of said curve, thence in a southwesterly direction along said tangent 189.78 feet more or less to the intersection of the East line of George Washington Drive and the North line of Mesita Drive, now Estelle Avenue, as platted in said Womer's Second Addition, thence in a northwesterly direction along the Easterly side of said George Washington Drive, 69 feet, thence with a deflection angle to the right of 81°20' for a distance of 148 feet, thence with a deflection angle to the left of 15°20' for a distance of 141 feet, thence with a deflection angle to the left of 19°18' for a distance of 123.6 feet, more or less, to the South line of Lincoln Street, thence east along the South line of Lincoln Street 163 feet to place of beginning, together with the West Half of vacated Mesita Drive abutting on the east thereof, all in the Southeast Quarter of Section 27, Township 27 South, Range 1 East, Sedgwick County, Kansas, except therefrom that part dedicated for alleys in Book Misc. 261, Page 296; and Book Misc. 274, Page 527.

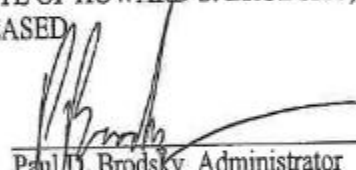
Parcel #2: Lots 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Block 1, Womer's Second Addition to Wichita, Kansas, Sedgwick County, Kansas, together with the East Half of vacated Mesita Drive abutting on the West, except therefrom that part dedicated for alleys in Book Misc. 261, Page 296; and Book Misc. 274, Page 527.

**EXCEPT AND SUBJECT TO:** a) taxes and assessments, general and special, not now due and payable; b) easements, restrictions, declarations, covenants, zoning ordinances and other governmental limitations (including, without limitation, any community unit plan) of record, if any; c) leases, tenancies and rights of parties in possession, if any; d) licenses, reservations, mortgages, liens, encumbrances and other agreements and matters of record, if any; and e) the rights of the public in and to parts thereof in roads, streets or alleys.

**TO HAVE AND TO HOLD** the above granted premises, together with the appurtenances and hereditaments and every part thereof, unto the Grantee, its successors and assigns, and the Grantor will warrant and defend the same unto the Grantee, its successors and assigns in his capacity as Administrator, against all lawful claims of all and every person claiming the same, or any part thereof, by, through or under Paul D. Brodsky in his capacity as Administrator.

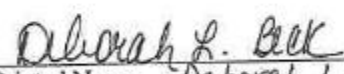
ESTATE OF HOWARD S. BRODSKY,  
DECEASED

By:

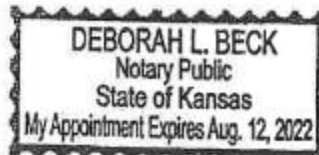
  
Paul D. Brodsky, Administrator

STATE OF KANSAS       )  
                                  ) ss.  
COUNTY OF SEDGWICK )

This instrument was acknowledged before me on October 26th, 2018, by Paul D. Brodsky, as Administrator of the estate of Howard S. Brodsky, deceased.

  
Printed Name: Deborah L. Beck  
Notary Public

My Appointment Expires:





Sedgwick County  
Register of Deeds - Tonja Buckingham

Doc. #/Film-Pg: 30025273

Receipt #: 2212769  
Pages Recorded: 4

Recording Fee: \$72.00

Cashier: Declark

Authorized By: *Tonja Buckingham*

Date Recorded: 01/20/2021 09:26:29 AM



### QUITCLAIM DEED

Baltimore Exchange, LLC, a Kansas limited liability company ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration, hereby quitclaims to Exodus Church Wichita, all of Grantor's right, title and interest in and to that certain tract of real property described as:

See Exhibit A attached hereto and incorporated by this reference herein.

This conveyance is made subject to all easements, declarations, restrictions, rights-of-way, liens, encumbrances, and other matters of record.

Executed as of the 14<sup>th</sup> day of December, 2020.

Grantor:

Baltimore Exchange, LLC

By: *Talal A. Timsah*

Talal A. Timsah, Manager

STATE OF KANSAS )

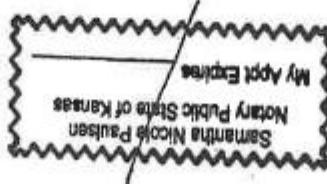
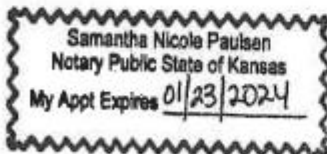
) ss:

COUNTY OF SEDGWICK )

This instrument was acknowledged before me on the 14<sup>th</sup> day of December, 2020 by Talal A. Timsah, in his capacity as Manager of Baltimore Exchange, LLC, a Kansas limited liability company, for and on behalf of said limited liability company.

*Samantha Nicole Paulsen*  
Notary Public

My appointment expires: 1/2/2024



The transfer of title set forth in this instrument is exempt from the requirement of a Sales Validation Questionnaire as it is given as a donation (exemption #4).

**EXHIBIT A**  
**Legal Description of Property**

A tract described as beginning at a point 60 feet west of the Northwest corner of Lot 16, Block 1, Womer's Second Addition to Wichita, Sedgwick County, Kansas, thence south 0.26 feet to P.C. of a curve to the right with a radius of 410 feet and a delta angle of  $45^{\circ}2'$ , a distance of 322.01 feet to point of tangency of said curve, thence in a southwesterly direction along said tangent 189.78 feet more or less to the intersection of the East line of George Washington Drive and the North line of Mesita Drive, now Estelle Avenue, as platted in said Womer's Second Addition, thence in a northwesterly direction along the Easterly side of said George Washington Drive, 69 feet, thence with a deflection angle to the right of  $81^{\circ}20'$  for a distance of 148 feet, thence with a deflection angle to the left of  $15^{\circ}20'$  for a distance of 141 feet, thence with a deflection angle to the left of  $19^{\circ}18'$  for a distance of 123.6 feet, more or less, to the South line of Lincoln Street, thence east along the South line of Lincoln Street 163 feet to place of beginning, together with the West Half of vacated Mesita Drive abutting on the east thereof, all in the Southeast Quarter of Section 27, Township 27 South, Range 1 East, Sedgwick County, Kansas, except therefrom that part dedicated for alleys in Book Misc. 261, Page 296; and Book Misc. 274, Page 527.



Sedgwick County  
Register of Deeds - Tonge Buckingham  
Doc. #/Flm-Pg: 30146124

Receipt #: 2289089  
Pages Recorded: 2

Recording Fee: \$38.00

Cashier: Hebeque

Authorized By: *Tonge Buckingham*

Date Recorded: 03/11/2022 01:01:14 PM



### QUITCLAIM DEED

Whereas, pursuant to a Quitclaim Deed dated December 14, 2020 and filed of record with the Sedgwick County Register of Deeds Office as Doc. #/FLM-PG: 30025273 (the "December Deed"), Baltimore Exchange, LLC conveyed certain property to Exodus Church Wichita;

Whereas, the December Deed, as filed, in addition to the actual legal description of the property that was to be conveyed to Grantor (which was legally described and set forth on the page entitled "Exhibit A" to the December Deed), also erroneously included on the third page of the filed December Deed a diagram of certain real property owned by Baltimore which was not a part of the conveyance; and

Whereas, the Grantor and Baltimore Exchange, LLC desire to have this deed filed of record to vest in Baltimore Exchange, LLC any interest that Grantor may have in the real property described on Exhibit A to this Quitclaim Deed due to the erroneous inclusion in the December Deed of the diagram of the Baltimore Exchange, LLC property that was not a part of the conveyance to Grantor.

Exodus Church Wichita, a Kansas not-for-profit corporation ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration, hereby quitclaims to Baltimore Exchange, LLC, a Kansas limited liability company, all of Grantor's right, title and interest in and to that certain tract of real property described as:

See Exhibit A attached hereto and incorporated by this reference herein. ✓

This conveyance is made subject to all easements, declarations, restrictions, rights-of-way, liens, encumbrances, and other matters of record.

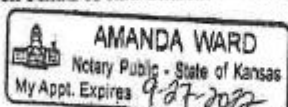
Executed as of the 9<sup>th</sup> day of March, 2022.  
8

Grantor:  
Exodus Church Wichita

By: *[Signature]*  
Name: Kyle Lammott  
Title: Elder and Pastor

STATE OF KANSAS )  
 ) ss:  
COUNTY OF SEDGWICK )

This instrument was acknowledged before me on the 8<sup>th</sup> day of March, 2022 by Kyle Lammott in such person's capacity as Elder and Pastor of Exodus Church Wichita, a Kansas not-for-profit corporation, for and on behalf of said Church. Elder and



My appointment expires: 9-27-2022

*[Signature]*  
Notary Public

The transfer of title set forth in this instrument is exempt from the requirement of a Sales Validation Questionnaire as it is filed for the purpose of clearing a title encumbrance (exemption #12).

Debbie B.

38.00  
Sec 511  
check x 2

**EXHIBIT A**  
**Legal Description of Property**

**PARCEL A:**

That part of Lots 20, 21, 22 and 23, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as BEGINNING at a point on the Southwesterly line of said Lot 23, point being 20 feet Northwest of the most Southern corner of said Lot 23; THENCE N44°06'06"E parallel with the Southeasterly lines of said Lots 20, 21, 22 and 23, a distance of 170.81 feet; THENCE N45°41'51"W, a distance of 43.41 feet; THENCE N43°58'28"E, a distance of 15.88 feet; THENCE N45°54'55"W, a distance of 99.55 feet to the centerline of said vacated; Mesita Drive; THENCE S44°41'10"W along the centerline of said vacated Mesita Drive, a distance of 187.14 feet to the Southwesterly line of said Lot 23 extended; THENCE S44°06'05"E, a distance of 144.82 feet to the point of BEGINNING, containing 28,211.73 square feet more or less.

**PARCEL B:**

That part of Lots 18, 19, 20 and 21, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as COMMENCING at a point on the Southwesterly line of said Lot 23, point being 20 feet Northwest of the most Southern corner of said Lot 23; THENCE N44°06'06"E parallel with the Southeasterly lines of said Lots 20, 21, 22 and 23, a distance of 170.81 feet to a point of BEGINNING; THENCE N45°41'51"W, a distance of 43.41 feet; THENCE N43°58'28"E, a distance of 15.88 feet; THENCE N45°54'55"W, a distance of 99.55 feet to the centerline of said vacated; Mesita Drive; THENCE N44°41'10"W along the centerline of said Mesita Drive, a distance of 2.97 feet to the point of curvature of a curve to the left; THENCE Northeasterly along said centerline being a curve with a radius of 440 feet, a curve distance of 118.25 feet; THENCE S57°58'12"E, a distance of 182.71 feet to a point 20 feet Northwesterly of the Southeasterly line of said Lot 18; THENCE S44°06'06"W parallel with the Southeasterly lines of Lots 18, 19, 20 and 21, 189.78 feet the point of BEGINNING, containing 21,165.88 square feet more or less.

**PARCEL C:**

That part of Lots 14, 15, 16, 17 and 18, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as COMMENCING at a point on the North line of said Lot 14, point being 20 feet West of the Northeast corner of said Lot 14; THENCE S88°52'33"W along the North line of said Lot 14, a distance of 230.81 feet to the centerline of said vacated Mesita Drive; THENCE S01°07'28"E along the centerline of said Mesita Drive, a distance of 0.26 feet the point of curvature of a curve to the right; THENCE Southwesterly along said centerline being a curve with a radius of 440 feet, a curve distance of 128.42 feet for a point of BEGINNING; THENCE continuing along said curve with a radius of 440 feet, a curve distance of S57°58'12"E, a distance of 182.71 feet to a point 20 feet Northwesterly of the Southeasterly line of said Lot 18; THENCE N44°06'06"E parallel with the Southeasterly line of said Lots 17 and 18, a distance of 185.05 feet; THENCE N00°50'34"W parallel with the East line of said Lot 14, a distance of 49.88 feet; THENCE S88°51'08"W, a distance of 228.80 feet to the point of BEGINNING, containing 31,628.77 square feet more or less.

**PARCEL D:**

That part of Lots 14, 15 and 16, Block 1, Womers Second Addition to Wichita, Sedgwick County, Kansas, AND that portion of vacated Mesita Drive described as BEGINNING at a point on the North line of said Lot 14, point being 20 feet West of the Northeast corner of said Lot 14; THENCE S88°52'33"W along the North line of said Lot 14, a distance of 230.81 feet to the centerline of said vacated Mesita Drive; THENCE S01°07'28"E along the centerline of said Mesita Drive, a distance of 0.26 feet the point of curvature of a curve to the right; THENCE Southwesterly along said centerline being a curve with a radius of 440 feet, a curve distance of 128.42 feet; THENCE N88°51'09"E, a distance of 228.80 feet to a point 20.00 feet West of the East line of said Lot 14; THENCE N00°50'34"W parallel with said East line, a distance of 128.77 feet to the point of BEGINNING, containing 27,473.79 square feet more or less.

## Full Profile

2010-2020 Census, 2022 Estimates with 2027 Projections  
Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 37.6707/-97.3051

| 2721 - 2727 East Boulevard Plaza           |          | 1 mi radius | 3 mi radius | 5 mi radius |
|--------------------------------------------|----------|-------------|-------------|-------------|
| Wichita, KS 67211                          |          |             |             |             |
| Population                                 |          |             |             |             |
| 2022 Estimated Population                  | 11,988   | 100,665     | 228,935     |             |
| 2027 Projected Population                  | 12,133   | 102,008     | 230,035     |             |
| 2020 Census Population                     | 11,813   | 100,366     | 228,559     |             |
| 2010 Census Population                     | 12,222   | 102,578     | 232,334     |             |
| Projected Annual Growth 2022 to 2027       | 0.2%     | 0.3%        | -           |             |
| Historical Annual Growth 2010 to 2022      | -0.2%    | -0.2%       | -0.1%       |             |
| Households                                 |          |             |             |             |
| 2022 Estimated Households                  | 5,358    | 41,763      | 94,599      |             |
| 2027 Projected Households                  | 5,410    | 42,177      | 94,664      |             |
| 2020 Census Households                     | 5,265    | 41,489      | 94,053      |             |
| 2010 Census Households                     | 5,338    | 41,790      | 94,226      |             |
| Projected Annual Growth 2022 to 2027       | 0.2%     | 0.2%        | -           |             |
| Historical Annual Growth 2010 to 2022      | -        | -           | -           |             |
| Age                                        |          |             |             |             |
| 2022 Est. Population Under 10 Years        | 14.1%    | 14.6%       | 13.8%       |             |
| 2022 Est. Population 10 to 19 Years        | 11.9%    | 13.4%       | 13.5%       |             |
| 2022 Est. Population 20 to 29 Years        | 15.9%    | 16.8%       | 17.3%       |             |
| 2022 Est. Population 30 to 44 Years        | 19.7%    | 20.2%       | 19.1%       |             |
| 2022 Est. Population 45 to 59 Years        | 17.0%    | 16.2%       | 15.8%       |             |
| 2022 Est. Population 60 to 74 Years        | 14.5%    | 13.5%       | 14.6%       |             |
| 2022 Est. Population 75 Years or Over      | 6.9%     | 5.4%        | 5.9%        |             |
| 2022 Est. Median Age                       | 35.2     | 32.8        | 33.7        |             |
| Marital Status & Gender                    |          |             |             |             |
| 2022 Est. Male Population                  | 48.8%    | 50.4%       | 49.7%       |             |
| 2022 Est. Female Population                | 51.2%    | 49.6%       | 50.3%       |             |
| 2022 Est. Never Married                    | 41.5%    | 40.6%       | 40.7%       |             |
| 2022 Est. Now Married                      | 30.4%    | 32.6%       | 35.0%       |             |
| 2022 Est. Separated or Divorced            | 22.1%    | 21.7%       | 19.1%       |             |
| 2022 Est. Widowed                          | 6.0%     | 5.1%        | 5.2%        |             |
| Income                                     |          |             |             |             |
| 2022 Est. HH Income \$200,000 or More      | 1.8%     | 2.3%        | 2.7%        |             |
| 2022 Est. HH Income \$150,000 to \$199,999 | 1.5%     | 2.2%        | 2.7%        |             |
| 2022 Est. HH Income \$100,000 to \$149,999 | 9.5%     | 8.4%        | 9.7%        |             |
| 2022 Est. HH Income \$75,000 to \$99,999   | 11.5%    | 11.6%       | 12.2%       |             |
| 2022 Est. HH Income \$50,000 to \$74,999   | 19.0%    | 19.4%       | 20.2%       |             |
| 2022 Est. HH Income \$35,000 to \$49,999   | 19.1%    | 16.5%       | 16.3%       |             |
| 2022 Est. HH Income \$25,000 to \$34,999   | 10.3%    | 11.7%       | 11.1%       |             |
| 2022 Est. HH Income \$15,000 to \$24,999   | 10.7%    | 11.3%       | 10.2%       |             |
| 2022 Est. HH Income Under \$15,000         | 16.7%    | 16.6%       | 14.8%       |             |
| 2022 Est. Average Household Income         | \$54,141 | \$57,751    | \$63,105    |             |
| 2022 Est. Median Household Income          | \$42,815 | \$47,287    | \$50,806    |             |
| 2022 Est. Per Capita Income                | \$24,458 | \$24,498    | \$26,474    |             |
| 2022 Est. Total Businesses                 | 334      | 4,736       | 8,574       |             |
| 2022 Est. Total Employees                  | 3,287    | 58,859      | 110,878     |             |

## Full Profile

2010-2020 Census, 2022 Estimates with 2027 Projections  
Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 37.6707/-97.3051

| 2721 - 2727 East Boulevard Plaza<br>Wichita, KS 67211 |           | 1 mi radius | 3 mi radius | 5 mi radius |
|-------------------------------------------------------|-----------|-------------|-------------|-------------|
| <b>Race</b>                                           |           |             |             |             |
| 2022 Est. White                                       | 63.7%     | 55.9%       | 57.7%       |             |
| 2022 Est. Black                                       | 11.7%     | 17.8%       | 15.8%       |             |
| 2022 Est. Asian or Pacific Islander                   | 3.5%      | 4.4%        | 6.1%        |             |
| 2022 Est. American Indian or Alaska Native            | 1.3%      | 1.4%        | 1.3%        |             |
| 2022 Est. Other Races                                 | 19.8%     | 20.6%       | 19.2%       |             |
| <b>Hispanic</b>                                       |           |             |             |             |
| 2022 Est. Hispanic Population                         | 2,786     | 24,579      | 51,538      |             |
| 2022 Est. Hispanic Population                         | 23.2%     | 24.4%       | 22.5%       |             |
| 2027 Proj. Hispanic Population                        | 23.3%     | 24.4%       | 22.5%       |             |
| 2020 Hispanic Population                              | 22.4%     | 24.2%       | 22.7%       |             |
| <b>Education (Adults 25 &amp; Older)</b>              |           |             |             |             |
| 2022 Est. Adult Population (25 Years or Over)         | 8,002     | 64,505      | 146,380     |             |
| 2022 Est. Elementary (Grade Level 0 to 8)             | 7.5%      | 7.0%        | 6.4%        |             |
| 2022 Est. Some High School (Grade Level 9 to 11)      | 5.2%      | 8.4%        | 7.9%        |             |
| 2022 Est. High School Graduate                        | 27.5%     | 29.8%       | 29.4%       |             |
| 2022 Est. Some College                                | 26.4%     | 23.0%       | 22.8%       |             |
| 2022 Est. Associate Degree Only                       | 10.5%     | 7.8%        | 7.9%        |             |
| 2022 Est. Bachelor Degree Only                        | 15.3%     | 15.1%       | 16.3%       |             |
| 2022 Est. Graduate Degree                             | 7.6%      | 9.0%        | 9.3%        |             |
| <b>Housing</b>                                        |           |             |             |             |
| 2022 Est. Total Housing Units                         | 5,913     | 48,474      | 106,371     |             |
| 2022 Est. Owner-Occupied                              | 51.1%     | 42.4%       | 45.6%       |             |
| 2022 Est. Renter-Occupied                             | 39.5%     | 43.8%       | 43.3%       |             |
| 2022 Est. Vacant Housing                              | 9.4%      | 13.8%       | 11.1%       |             |
| <b>Homes Built by Year</b>                            |           |             |             |             |
| 2022 Homes Built 2010 or later                        | 5.6%      | 6.4%        | 7.0%        |             |
| 2022 Homes Built 2000 to 2009                         | 5.6%      | 6.0%        | 7.3%        |             |
| 2022 Homes Built 1990 to 1999                         | 3.6%      | 4.3%        | 6.2%        |             |
| 2022 Homes Built 1980 to 1989                         | 6.6%      | 7.1%        | 9.8%        |             |
| 2022 Homes Built 1970 to 1979                         | 10.4%     | 10.7%       | 12.7%       |             |
| 2022 Homes Built 1960 to 1969                         | 5.6%      | 6.3%        | 7.2%        |             |
| 2022 Homes Built 1950 to 1959                         | 18.7%     | 18.9%       | 18.4%       |             |
| 2022 Homes Built Before 1949                          | 34.5%     | 26.4%       | 20.4%       |             |
| <b>Home Values</b>                                    |           |             |             |             |
| 2022 Home Value \$1,000,000 or More                   | 0.3%      | 0.5%        | 0.5%        |             |
| 2022 Home Value \$500,000 to \$999,999                | 2.3%      | 3.2%        | 4.2%        |             |
| 2022 Home Value \$400,000 to \$499,999                | 2.5%      | 3.6%        | 3.8%        |             |
| 2022 Home Value \$300,000 to \$399,999                | 5.5%      | 6.3%        | 6.0%        |             |
| 2022 Home Value \$200,000 to \$299,999                | 13.5%     | 16.5%       | 16.4%       |             |
| 2022 Home Value \$150,000 to \$199,999                | 13.1%     | 13.8%       | 16.2%       |             |
| 2022 Home Value \$100,000 to \$149,999                | 22.0%     | 16.9%       | 18.3%       |             |
| 2022 Home Value \$50,000 to \$99,999                  | 32.2%     | 28.1%       | 25.2%       |             |
| 2022 Home Value \$25,000 to \$49,999                  | 5.1%      | 5.6%        | 4.5%        |             |
| 2022 Home Value Under \$25,000                        | 3.6%      | 5.4%        | 4.9%        |             |
| 2022 Median Home Value                                | \$117,638 | \$128,073   | \$140,516   |             |
| 2022 Median Rent                                      | \$657     | \$660       | \$676       |             |

## Full Profile

2010-2020 Census, 2022 Estimates with 2027 Projections  
Calculated using Weighted Block Centroid from Block Groups

Lat/Lon: 37.6707/-97.3051

| 2721 - 2727 East Boulevard Plaza<br>Wichita, KS 67211 |  | 1 mi radius | 3 mi radius | 5 mi radius |
|-------------------------------------------------------|--|-------------|-------------|-------------|
| <b>Labor Force</b>                                    |  |             |             |             |
| 2022 Est. Labor Population Age 16 Years or Over       |  | 9,412       | 77,641      | 178,665     |
| 2022 Est. Civilian Employed                           |  | 65.5%       | 61.5%       | 61.1%       |
| 2022 Est. Civilian Unemployed                         |  | 2.8%        | 3.3%        | 3.4%        |
| 2022 Est. in Armed Forces                             |  | -           | 0.5%        | 1.1%        |
| 2022 Est. not in Labor Force                          |  | 31.7%       | 34.7%       | 34.4%       |
| 2022 Labor Force Males                                |  | 48.4%       | 50.3%       | 49.4%       |
| 2022 Labor Force Females                              |  | 51.6%       | 49.7%       | 50.6%       |
| <b>Occupation</b>                                     |  |             |             |             |
| 2022 Occupation: Population Age 16 Years or Over      |  | 6,162       | 47,715      | 109,152     |
| 2022 Mgmt, Business, & Financial Operations           |  | 13.1%       | 11.7%       | 11.2%       |
| 2022 Professional, Related                            |  | 18.5%       | 19.3%       | 20.2%       |
| 2022 Service                                          |  | 20.2%       | 20.9%       | 20.9%       |
| 2022 Sales, Office                                    |  | 23.0%       | 21.3%       | 21.6%       |
| 2022 Farming, Fishing, Forestry                       |  | 0.3%        | 0.2%        | 0.3%        |
| 2022 Construction, Extraction, Maintenance            |  | 10.7%       | 10.6%       | 10.4%       |
| 2022 Production, Transport, Material Moving           |  | 14.2%       | 16.0%       | 15.3%       |
| 2022 White Collar Workers                             |  | 54.6%       | 52.2%       | 53.1%       |
| 2022 Blue Collar Workers                              |  | 45.4%       | 47.8%       | 46.9%       |
| <b>Transportation to Work</b>                         |  |             |             |             |
| 2022 Drive to Work Alone                              |  | 80.5%       | 76.5%       | 77.4%       |
| 2022 Drive to Work in Carpool                         |  | 8.7%        | 9.2%        | 9.1%        |
| 2022 Travel to Work by Public Transportation          |  | 2.5%        | 1.8%        | 1.4%        |
| 2022 Drive to Work on Motorcycle                      |  | -           | 0.2%        | 0.1%        |
| 2022 Walk or Bicycle to Work                          |  | 1.6%        | 2.3%        | 2.2%        |
| 2022 Other Means                                      |  | 0.6%        | 1.3%        | 1.3%        |
| 2022 Work at Home                                     |  | 6.0%        | 8.7%        | 8.5%        |
| <b>Travel Time</b>                                    |  |             |             |             |
| 2022 Travel to Work in 14 Minutes or Less             |  | 41.3%       | 38.2%       | 37.6%       |
| 2022 Travel to Work in 15 to 29 Minutes               |  | 46.7%       | 48.9%       | 50.1%       |
| 2022 Travel to Work in 30 to 59 Minutes               |  | 8.1%        | 10.3%       | 10.0%       |
| 2022 Travel to Work in 60 Minutes or More             |  | 3.8%        | 2.5%        | 2.3%        |
| 2022 Average Travel Time to Work                      |  | 15.5        | 16.1        | 16.5        |
| <b>Consumer Expenditure</b>                           |  |             |             |             |
| 2022 Est. Total Household Expenditure                 |  | \$246.61 M  | \$1.99 B    | \$4.78 B    |
| 2022 Est. Apparel                                     |  | \$8.5 M     | \$69.07 M   | \$166.4 M   |
| 2022 Est. Contributions, Gifts                        |  | \$13.23 M   | \$107.77 M  | \$261.97 M  |
| 2022 Est. Education, Reading                          |  | \$7.08 M    | \$59.02 M   | \$143.35 M  |
| 2022 Est. Entertainment                               |  | \$13.47 M   | \$108.94 M  | \$263.6 M   |
| 2022 Est. Food, Beverages, Tobacco                    |  | \$38.64 M   | \$310.49 M  | \$744.81 M  |
| 2022 Est. Furnishings, Equipment                      |  | \$8.39 M    | \$67.78 M   | \$164.04 M  |
| 2022 Est. Health Care, Insurance                      |  | \$23.11 M   | \$184.08 M  | \$442.92 M  |
| 2022 Est. Household Operations, Shelter, Utilities    |  | \$81.49 M   | \$656.15 M  | \$1.57 B    |
| 2022 Est. Miscellaneous Expenses                      |  | \$4.65 M    | \$37.31 M   | \$89.89 M   |
| 2022 Est. Personal Care                               |  | \$3.3 M     | \$26.61 M   | \$64.05 M   |
| 2022 Est. Transportation                              |  | \$44.76 M   | \$359.82 M  | \$867.99 M  |

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