



MCCURDY REAL ESTATE & AUCTION

LOT 3 BLOCK 1 DERBY MARKETPLACE

TITLE COMMITMENT

ALTA 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 EXTRACONTRACTUAL 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 California 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 Amount of Insurance 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.

Issuing Agent: Security 1st Title

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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.

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 is not 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

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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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. 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.
 - 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.
7. **IF THIS COMMITMENT IS 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 closing, settlement, escrow, or any other purpose.
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. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data for reference only:

Issuing Agent:	Security 1st Title	Buyer:	A legal entity to be determined
Issuing Office:		Title Contact:	Josh Troyer
ALTA Universal ID:	1010831		727 N Waco Ave
Loan ID Number:			Wichita, KS 67203
Commitment No.:	3020940		Ste 300
Property Address:	No situs address		(316) 293-1665 (Work)
	Derby, KS 67037		jtroyer@security1st.com

SCHEDULE A

1. Commitment Date:

03/02/2023 at 7:00 AM

2. Policy to be issued:

ALTA Owner's Policy 07-01-2021

\$1,000.00

Proposed Insured: A legal entity to be determined

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple as to Parcel 1 and an easement as to Parcel 2

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

Derby Marketplace Three, LLC, successor by merger to Derby Marketplace Five, 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.

Security 1st Title, LLC

By:

Commitment No.: C-JT3020940

Exhibit A

Parcel 1:

Lot 3, Block 1, Derby Marketplace Fourth Addition, an Addition to Derby, Sedgwick County, Kansas.

Parcel 2:

A non-exclusive easement for the benefit of Parcel 1 as established by the "Operation and Easement Agreement" filed on Doc#/Flm-Pg: [28909002](#) for ingress, egress, and parking over and across the property described therein.

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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. **Furnish for examination an authentic copy of the articles of organization of Derby Marketplace Three, LLC, a limited liability company, together with proof that there has been no amendment to the articles of organization, or if there have been such amendments, furnish authentic copies thereof.**

Furnish for examination an authentic copy of the operating agreement, and of any amendments thereto, of Derby Marketplace Three, LLC, a limited liability company.

We reserve the right to make any additional requirements we deem necessary.

7. **Any instrument to be executed by Derby Marketplace Three, LLC must:**
 - a. Be executed in the limited liability company's name, and
 - b. Be signed by all the members if management has been retained by the members (in the alternative one member can sign the documents and the rest can sign a separate consent form), or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.
8. **File a Warranty Deed from Derby Marketplace Three, LLC, successor by merger to Derby Marketplace Five, LLC, a Kansas limited liability company, to a buyer to be determined.**

9. 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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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 \$7,385.79.**

First Installment: \$3,692.90, PAID

Second Installment: \$3,692.89, DUE, but not delinquent until after May 10, 2023

Property I.D. # GY-DY-01875

PIN # 30006045

8. **Special taxes and assessments now assessed or levied, but payable in future installments, to-wit:**

Property ID # GY-DY-01875

Street Improvement -Outstanding Amount \$915.25; Pays out in 2023;

Amount due in 2023, \$915.25

Sewer Improvements -Outstanding Amount \$435.02; Pays out in 2023;

Amount due in 2023, \$435.02

Water Improvements -Outstanding Amount \$281.70; Pays out in 2023;

Amount due in 2023, \$281.70

9. **The following matters shown on or disclosed by the recorded plat referred to in the legal description: building setback lines, easements, and drainage plan.**
10. **An easement for pipeline, recorded as Misc. Book 283, Page [389](#), and confined in Misc. Book 467, Page [598](#).
In favor of: Cities Service Gas Company
Affects: a portion of subject property**

11. An easement for right-of-way, recorded as Misc. Book 346, Page [320](#).
In favor of: Kansas Gas and Electric Company
Affects: a portion of subject property
12. The terms and provisions contained in the document entitled "Developer's Agreement to Conditions" filed as Film 1642, Page [1293](#).
13. The terms and provisions contained in the document entitled "Grant of Joint Access Easement" filed as Film 1642, Page [1299](#).
14. The terms and provisions contained in the document entitled "Operation and Easement Agreement" filed as Doc#/Flm-Pg: [28909002](#).
15. The terms and provisions contained in the document entitled "Encroachment Agreement" filed as Doc#/Flm-Pg: [29013417](#).
16. Terms and provisions of the unrecorded lease dated March 16, 2009, executed by Derby Marketplace, L.C., as lessor, and Frazier Pix, LLC d/b/a CLIX Portrait Studios of Greater Wichita, as lessee, as evidenced by instrument filed on Doc#/Flm-Pg: [29058578](#).
17. The terms and provisions contained in the document entitled "Agreement" filed as Doc#/Flm-Pg: [29111632](#).
18. The terms and provisions contained in the document entitled "Restrictive Covenant and Easement Agreement" filed as Doc#/Flm-Pg: [29231130](#).
19. The terms and provisions contained in the document entitled "Memorandum of Co-Development Agreement" filed as Doc#/Flm-Pg: [29384625](#).
Assignment of Interest in Co-Development Agreement filed on Doc#/Flm-Pg: [29448430](#).
Waiver of Right of First Refusal in Co-Development Agreement filed on Doc#/Flm-Pg: [29516717](#).
Amendment to Co-Development Agreement filed on Doc#/Flm-Pg: [29525037](#).
Third Amendment to Co-Development Agreement and Memorandum of Co-Development Agreement filed on Doc#/Flm-Pg: [29711711](#), which also makes reference to an unrecorded Second Amendment.
Fourth Amendment to Co-Development Agreement and Memorandum of Co-Development Agreement filed on Doc#/Flm-Pg: [29711712](#).
20. Covenants and restrictions contained in/on Doc#/Flm-Pg: [29463212](#).
21. Restrictions and reservations contained in the deeds filed on Doc#/Flm-Pg: [29516150](#) and Doc#/Flm-Pg: [29523964](#).
22. The terms and provisions contained in the document entitled "Agreement Regarding Construction and Use of Common Pylon Sign" filed as Doc#/Flm-Pg: [29523965](#).
23. The terms and provisions contained in the document entitled "Declaration of Restrictive Covenant" filed as Doc#/Flm-Pg: [29657646](#).
24. The terms and provisions contained in the document entitled "Declaration of Restrictive Covenants" filed as Doc#/Flm-Pg: [29713231](#).
25. Memorandum of Lease dated March 3, 2015, executed by Derby Marketplace Four, LLC, as lessor, and The TJX Companies, Inc., as lessee, recorded May 6, 2015 on Doc#/Flm-Pg: [29523966](#).
26. Memorandum of Lease dated March 9, 2015, executed by Derby Marketplace Four, LLC, as lessor, and Ross Dress for Less, Inc., as lessee, recorded May 6, 2015 on Doc#/Flm-Pg: [29523967](#) and June 8, 2015 on Doc#/Flm-Pg: [29531563](#).
27. Memorandum of Lease dated February 3, 2015, executed by Derby Marketplace Four, LLC, as lessor, and Hobby Lobby Stores, Inc., as lessee, recorded June 8, 2015 on Doc#/Flm-Pg: [29531538](#).
28. Rights, if any, of We Fix It 2, LLC as noticed by the instrument filed on Doc#/Flm-Pg: [29582976](#).

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29. Subject property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of certificates, resolutions, and ordinances filed on Film 1642, Page [1297](#); Film 1772, Page [2000](#); Film 1772, Page [2002](#); Film 1772, Page [2004](#); Film 1772, Page [2006](#); Film 1772, Page [2008](#); Film 1772, Page [2010](#); Film 1772, Page [2013](#); Film 1816, Page [2382](#); Film 1841, Page [1366](#); Film 2023, Page [697](#); Film 2427, Page [897](#); Doc#/Flm-Pg: [28940415](#); Doc#/Flm-Pg: [28940416](#); Doc#/Flm-Pg: [29070406](#); Doc#/Flm-Pg: [29454318](#); and Doc#/Flm-Pg: [29878343](#).
30. 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.



MCCURDY REAL ESTATE & AUCTION

LOT 3 BLOCK 1 DERBY MARKETPLACE

2022 REAL ESTATE TAX STATEMENT

2022 Real Estate Tax Statement

Sedgwick County Treasurer
PO Box 2961
Wichita, KS 67201-2961

BILLING DATE: 03/14/2023
PIN NO: 30006045
AIN NO: 229320330200105
GEO CODE: GY DY01875
BILL NO: 222035516

MULTI NAME: M00984-MIKE BOYD AND
MULTI CODE: M00984
TAX UNIT: 5602
Printed by: sanuser
R-0-000001 *DUPLICATE* 03/14/2023

Make check payable to: Sedgwick County Treasurer

Real Estate Tax Summary

Special Assessment	Amount
Special Assessment Principal	1,496.11
Special Assessment Interest	130.01
Solid Waste Fee	3.33
Special Assessment Total	1,631.45

Property Address of Record

Taxed Items:

LOT 3 BLOCK 1 DERBY MARKETPLACE 4TH ADDITION

DERBY MARKETPLACE FIVE LLC
1707 N WATERFRONT PKWY
WICHITA KS 67206-6617

Owner of Record March 14, 2023

DERBY MARKETPLACE FIVE LLC

Real Estate Account Summary

Description	Amount
Net General Tax	5,754.34
Special Assessment	1,631.45
Total Amount Due	7,385.79
Delinquent Years Total	0.00
Payment(s) Applied	-3,692.90
Homestead Advance	0.00
Applicable Interest and Fees	0.00
Minimum Half Amount due	0.00
Full Payment	3,692.89

Half or Full Payment Due March 20, 2023

PAYMENTS WILL BE APPLIED TO OLDEST YEAR FIRST

YOUR CHECK IS YOUR RECEIPT UNLESS YOU MARK THE RECEIPT OPTION BOX BELOW.
PAY ONLINE AT WWW.SEDGWICKCOUNTY.ORG

ATTENTION TAXPAYER:

A 2.19% convenience fee will be charged to all credit card transactions.

My Local Taxes - How are they used?

Go to WWW.SEDGWICKCOUNTY.ORG click Government, Departments and Services, Treasurer
MY LOCAL TAXES Breakdown Click the link to get a personalized breakdown of Real Estate
Total Taxes by Jurisdiction and Sedgwick County Taxes at Work

ALL LATE PAYMENTS WILL BE ASSESSED INTEREST PENALTY PLUS APPLICABLE FEES.

2022 Real Estate Tax Statement

01 1

Due by March 20, 2023

AIN NO: 229320330200105
GEO CODE: GY DY01875
TU: 5602
LOAN OR MULT CODE: M00984

Late Payments

Call (316) 660-9000 for later payoff

Printed by: sanuser

check relevant boxes

DUPLICATE 03/14/2023

☐ Credit Card Payment
(See Back)

☐ Address Change?
See Back

☐ Mail Receipt

Mail payments to:

Sedgwick County Treasurer
PO Box 2961
Wichita, KS 67201-2961

Minimum Payment	0.00
Full Payment	3,692.89
Amount Enclosed	

2022-30006045

DERBY MARKETPLACE FIVE LLC

DERBY MARKETPLACE FIVE LLC
1707 N WATERFRONT PKWY
WICHITA KS 67206-6617

202222203551630006045 011 0000000000 0000369289 6



MCCURDY REAL ESTATE & AUCTION

LOT 3 BLOCK 1 DERBY MARKETPLACE

PROPERTY TAXES AND APPRAISALS

Property Taxes and Appraisals

LOT 3 BLOCK 1 DERBY MARKETPLACE 4TH ADDITION

Property Description

Legal Description	LOT 3 BLOCK 1 DERBY MARKETPLACE 4TH ADDITION
Owner	DERBY MARKETPLACE FIVE LLC
Mailing Address	1707 N WATERFRONT PKWY WICHITA KS 67206-6617
Geo Code	GY DY01875
PIN	30006045
AIN	229320330200105
Tax Unit	5602 141 DERBY U-260 RIDY
Land Use	2650 Parking lot (uncovered)
Market Land Square Feet	33,890
2023 Total Acres	.78
2023 Appraisal	\$162,200
2023 Assessment	\$40,550

Appraisal Values

Year	Class	Land	Improvements	Total	Change
2023	Commercial / Industrial	\$135,600	\$26,600	\$162,200	+2%
2022	Commercial / Industrial	\$135,600	\$24,110	\$159,710	-1%
2021	Commercial / Industrial	\$135,600	\$25,730	\$161,330	-1%
2020	Commercial / Industrial	\$135,600	\$27,710	\$163,310	+46%
2019	Commercial / Industrial	\$83,000	\$29,200	\$112,200	0%
2019	Vacant	\$52,600	\$0	\$52,600	
2018	Commercial / Industrial	\$83,000	\$29,450	\$112,450	-2%
2018	Vacant	\$52,600	\$0	\$52,600	
2017	Commercial / Industrial	\$83,000	\$32,140	\$115,140	
2017	Vacant	\$52,600	\$0	\$52,600	
2016	Commercial / Industrial	\$0	\$0	\$0	
2016	Vacant	\$0	\$0	\$0	

Assessment Values

Year	Class	Land	Improvements	Total	Change
2023	Commercial / Industrial	\$33,900	\$6,650	\$40,550	+2%
2022	Commercial / Industrial	\$33,900	\$6,028	\$39,928	-1%
2021	Commercial / Industrial	\$33,900	\$6,433	\$40,333	-1%
2020	Commercial / Industrial	\$33,900	\$6,928	\$40,828	+46%
2019	Commercial / Industrial	\$20,750	\$7,300	\$28,050	0%
2019	Vacant	\$6,312	\$0	\$6,312	
2018	Commercial / Industrial	\$20,750	\$7,363	\$28,113	-2%
2018	Vacant	\$6,312	\$0	\$6,312	
2017	Commercial / Industrial	\$20,750	\$8,035	\$28,785	-3%
2017	Vacant	\$6,312	\$0	\$6,312	-1%

Year	Class	Land	Improvements	Total	Change
2016	Commercial / Industrial	\$20,975	\$8,733	\$29,708	
2016	Vacant	\$6,408	\$0	\$6,408	

2022 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
2639 F	COUNTY SOLID WASTE SOLID WASTE USER FEE	\$0.00	\$0.00	\$5.33
5601 A	SPEC CITY OF DERBY STREET IMPROVEMENT -- A2066 STREET IMPROVEMENT	\$838.49	\$74.21	\$912.70
5603 A	SPEC CITY OF DERBY SEWER IMPROVEMENTS -- A2066 SEWER IMPROVEMENTS	\$398.02	\$35.23	\$433.25
5604 A	SPEC CITY OF DERBY WATER IMPROVEMENTS -- A2066 WATER IMPROVEMENTS	\$259.60	\$20.57	\$280.17
Totals:		\$1,496.11	\$130.01	\$1,631.45

2023 Tax Year Special Assessments

Project	Description	Principal	Interest	Total
5601 A	SPEC CITY OF DERBY STREET IMPROVEMENT -- A2066 STREET IMPROVEMENT	\$877.10	\$38.15	\$915.25
5603 A	SPEC CITY OF DERBY SEWER IMPROVEMENTS -- A2066 SEWER IMPROVEMENTS	\$416.91	\$18.11	\$435.02
5604 A	SPEC CITY OF DERBY WATER IMPROVEMENTS -- A2066 WATER IMPROVEMENTS	\$271.13	\$10.57	\$281.70
Totals:		\$1,565.14	\$66.83	\$1,631.97

2023 Through Payout Special Assessments

Project	Description	Begin Yr.	End Yr.	Principal	Interest	Total
5601 A	SPEC CITY OF DERBY STREET IMPROVEMENT -- A2066 STREET IMPROVEMENT	2009	2023	\$877.10	\$38.15	\$915.25
5603 A	SPEC CITY OF DERBY SEWER IMPROVEMENTS -- A2066 SEWER IMPROVEMENTS	2009	2023	\$416.91	\$18.11	\$435.02
56032A	SPEC CITY OF DERBY SEWER IMPROVEMENTS -- A2033 SEWER IMPROVEMENTS	2007	2021	\$0.00	\$0.00	\$0.00
5604 A	SPEC CITY OF DERBY WATER IMPROVEMENTS -- A2066 WATER IMPROVEMENTS	2009	2023	\$271.13	\$10.57	\$281.70
CITY OF DERBY 1	DERBY MARKETPLACE 3RD ADD 71ST ST TURN LANE IMP RES 28-2009	2014	2023	\$0.00	\$0.00	\$0.00
Totals:				\$1,565.14	\$66.83	\$1,631.97

Tax Billings

Tax Year	Tax Rate	General Tax	Specials Tax	Interest	Fees	Total	Paid	Balance
2022	144.118000	\$5,754.34	\$1,631.45	\$0.00	\$0.00	\$7,385.79	\$3,692.90	\$3,692.89
2021	144.559000	\$5,830.49	\$1,739.14	\$85.16	\$0.00	\$7,654.79	\$7,654.79	\$0.00
2020	144.804000	\$5,912.07	\$1,734.01	\$0.00	\$0.00	\$7,646.08	\$7,646.08	\$0.00
2019	144.936926	\$4,980.33	\$1,733.21	\$0.00	\$0.00	\$6,713.54	\$6,713.54	\$0.00
2018	144.645000	\$4,979.39	\$2,202.75	\$0.00	\$0.00	\$7,182.14	\$7,182.14	\$0.00
2017	139.652000	\$4,901.36	\$2,194.56	\$0.00	\$0.00	\$7,095.92	\$7,095.92	\$0.00
2016	138.347000	\$4,996.53	\$2,191.69	\$0.00	\$0.00	\$7,188.22	\$7,188.22	\$0.00

Tax Authorities

Tax Authority	Tax Rate
---------------	----------

Tax Authority	Tax Rate
0101 STATE	1.500000
0201 COUNTY	29.368000
0506 CITY OF DERBY	46.978000
0603 USD 260	14.921000
0603 USD 260 SC	7.360000
0603 USD 260 SG	20.000000
0706 USD 260 BOND	16.461000
0803 USD 260 REC COMM	7.530000
Total: 144.118000	



MCCURDY REAL ESTATE & AUCTION

LOT 3 BLOCK 1 DERBY MARKETPLACE

FINAL PLAT- DERBY MARKETPLACE FOURTH ADDITION



MCCURDY REAL ESTATE & AUCTION

LOT 3 BLOCK 1 DERBY MARKETPLACE

SPECIAL WARRANTY DEEDS



Sedgwick County
Register of Deeds - Bill Meek
Doc.#/Flm-Pg: 29516150

Receipt #: 1928185

Recording Fee: \$38.00

Pages Recorded: 4

Cashier: cponder

Authorized By:

Date Recorded: 04/01/2015 02:48:01 PM

Kansas Secured Title
SN38097

SPECIAL WARRANTY DEED

THIS DEED, made and entered into as of the 28th day of March, 2015, by and between **Derby Marketplace, L.C.**, a Kansas limited liability company ("Grantor") and **Derby Marketplace Four, LLC**, a Kansas limited liability company ("Grantee"). Grantee's mailing address is 1707 N. Waterfront Parkway, Wichita, KS 67206.

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said Grantee, the receipt and adequacy of which are hereby acknowledged, does by these presents, GRANT BARGAIN AND SELL, CONVEY AND CONFIRM, unto the Grantee that certain real estate situated in the County of Sedgwick, State of Kansas, and more particularly described on Exhibit A attached hereto and made a part hereof by this reference, subject to (i) general taxes for the calendar year 2015 and thereafter, special taxes becoming a lien after the date of this Deed, (ii) all easements, encumbrances, conditions, covenants, restrictions and other matters of record or apparent upon inspection or survey of the real estate, and (iii) the use restriction more particularly described on Exhibit B attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD the same together with all rights and appurtenances to the same belonging unto the Grantee and to Grantee's successors and assigns forever. The grantor hereby covenanting that said Grantor and the successors and assigns of said Grantor shall and will WARRANT AND DEFEND the title to the premises unto the Grantee and to the respective successors and assigns of the Grantee forever, against the lawful claims of all persons claiming by, through or under the Grantor, but none other.

[Signature page follows]

IN WITNESS WHEREOF, the said grantor has caused this deed to be signed effective the day and year first above written.

GRANTOR:

Derby Marketplace, L.C.

a Kansas limited liability company

By: MRV, Inc., its manager

By

Bruce L. Christenson

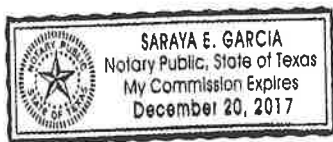
Title President

STATE OF Texas)

COUNTY OF Harris) ss

On this 24 day of March, 2015, before me appeared Bruce L. Christenson, to me personally known, who, being by me duly sworn, did say that he is the President of MRV, Inc., Manager of **Derby Marketplace, L.C.**, a Kansas limited liability company, and that said instrument was signed on behalf of said limited liability company, and he acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.



[Signature]
Notary Public

S. E. Garcia

Print Name

My commission expires: 12/20/2017

[Signature page to Special Warranty Deed]

Exhibit "A"

(Tract 6B) A tract of land lying within a portion of Lot 6, Block 1, Derby Marketplace Third Addition, an addition to Derby, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the northeast corner of said Lot 6, thence along the east line of said Lot 6 on a platted bearing of $S00^{\circ}26'41''E$, 333.96 feet to the POINT OF BEGINNING; thence continuing along said east line, $S00^{\circ}26'41''E$, 238.08 feet; thence $S88^{\circ}26'42''W$, 385.34 feet; thence $N01^{\circ}13'34''W$, 4.32 feet; thence $S88^{\circ}46'26''W$, 257.00 feet; thence $S01^{\circ}14'49''E$, 63.49 feet; thence $S88^{\circ}42'14''W$, 136.76 feet to the westerly line of said Lot 6 being a point on a curve to the left; said curve having a radius of 900.00 feet, a central angle of $17^{\circ}50'57''$, a chord bearing of $N09^{\circ}22'47''E$, and a chord distance of 279.24 feet, thence along said westerly line and said curve 280.37 feet; thence along a southerly line of said Lot 6, $S88^{\circ}46'26''W$, 394.40 feet to the southwest corner of said Lot 6 adjoining Rock Road street right-of-way, thence along the west most line of said Lot 6, $N00^{\circ}26'53''W$, 42.00 feet; thence along the northerly lines of said Lot 6, for the next four courses, $N88^{\circ}45'18''E$, 47.02 feet to a point on a curve to the right; said curve having a radius of 300.00 feet, a central angle of $10^{\circ}29'58''$, a chord bearing of $S85^{\circ}59'43''E$, and a chord distance of 54.90 feet, thence along said curve to the left 54.98 feet to a point on a reverse curve; said reverse curve having a radius of 300.00 feet, a central angle of $10^{\circ}28'50''$, a chord bearing of $S85^{\circ}59'09''E$, and a chord distance of 54.80 feet, thence along said reverse curve 54.88 feet; thence $N88^{\circ}46'26''E$, 237.95 feet to a point on a curve to the left; said curve to the left having a radius of 900.00 feet, a central angle of $2^{\circ}09'46''$, a chord bearing of $N02^{\circ}39'49''W$, and a chord distance of 33.97 feet, thence along said westerly line and said curve 33.97 feet; thence continuing along said westerly line, $N03^{\circ}44'42''W$, 34.26 feet; thence $N88^{\circ}46'26''E$, 285.33 feet; thence $S01^{\circ}13'34''E$, 75.07 feet; thence $N88^{\circ}46'16''E$, 447.58 feet to the POINT OF BEGINNING.

AND

(Tract 6C) A tract of land lying within a portion of Lot 6, Block 1, Derby Marketplace Third Addition, an addition to Derby, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the northeast corner of said Lot 6, thence along the east line of said Lot 6 on a platted bearing of $S00^{\circ}26'41''E$, 572.04 feet to the POINT OF BEGINNING; thence continuing along said east line, $S00^{\circ}26'41''E$, 46.74 feet to the southeast corner of said Lot 6; thence along the south lines of said Lot 6 for the next three courses, $S88^{\circ}43'27''W$, 362.79 feet; thence $S00^{\circ}26'41''W$, 14.00 feet; thence $S88^{\circ}42'14''W$, 278.47 feet; thence $N01^{\circ}14'49''W$, 63.49 feet; thence $N88^{\circ}46'26''E$, 257.00 feet; thence $S01^{\circ}13'34''E$, 4.32 feet; thence $N88^{\circ}26'42''E$, 385.34 feet to the POINT OF BEGINNING.

Exhibit B

The premises conveyed by this Deed and described on Exhibit A are expressly made subject to the restriction that Grantee, its successors in title or assigns or their tenants of the premises conveyed hereby shall not permit or suffer any business to engage in the sale of burritos, wraps, fajitas and/or tacos from the premises; provided, however, the foregoing shall not prohibit any business from selling burritos, wraps, fajitas and/or tacos from the premises if (i) the sale of such items is incidental to and not the primary product line of such business and (ii) such business's annual sales on the premises of burritos, wraps, fajitas and/or tacos, in the aggregate, does not equal or exceed fifteen percent (15%) of such business's annual gross revenues derived from its business operations on the premises. The foregoing use restriction shall remain in effect for so long as any part of Lot 4, Block 1, Derby Marketplace Third Addition, an addition to Derby, Sedgwick County, Kansas, is subject to a lease for use and operation of a "Chipotle" branded restaurant or any successor or assign of the "Chipotle" branded restaurant operated on said Lot 4 offering a similar fare of prepared Mexican food, and shall be for the benefit of and may be enforced by Grantor or its successor owners of Lot 4, Block 1, Derby Marketplace Third Addition or their assigns.



Sedgwick County
Register of Deeds - Bill Meek
Doc. #/Film-Pg: 29523964

Receipt #: 1932177
Pages Recorded: 4

Recording Fee: \$38.00

Authorized By: 

Cashier: jpage

Date Recorded: 05/06/2015 11:02:35 AM



SPECIAL WARRANTY DEED

THIS DEED, made and entered into as of the 1st day of May, 2015, by and between **Derby Marketplace, L.C.**, a Kansas limited liability company ("Grantor") and **Derby Marketplace Four, LLC**, a Kansas limited liability company ("Grantee"). Grantee's mailing address is 1707 N. Waterfront Parkway, Wichita, KS 67206.

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the said Grantee, the receipt and adequacy of which are hereby acknowledged, does by these presents, GRANT BARGAIN AND SELL, CONVEY AND CONFIRM, unto the Grantee that certain real estate situated in the County of Sedgwick, State of Kansas, and more particularly described on Exhibit A attached hereto and made a part hereof by this reference, subject to (i) general taxes for the calendar year 2015 and thereafter, special taxes becoming a lien after the date of this Deed, (ii) all easements, encumbrances, conditions, covenants, restrictions and other matters of record or apparent upon inspection or survey of the real estate, and (iii) the use restriction more particularly described on Exhibit B attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD the same together with all rights and appurtenances to the same belonging unto the Grantee and to Grantee's successors and assigns forever. The grantor hereby covenanting that said Grantor and the successors and assigns of said Grantor shall and will WARRANT AND DEFEND the title to the premises unto the Grantee and to the respective successors and assigns of the Grantee forever, against the lawful claims of all persons claiming by, through or under the Grantor, but none other.

[Signature page follows]

10552555

IN WITNESS WHEREOF, the said grantor has caused this deed to be signed effective the day and year first above written.

GRANTOR:

Derby Marketplace, L.C.

a Kansas limited liability company

By: MRV, Inc., a Kansas corporation, Manager

By

Name: Bruce L. Christenson

Title: President

STATE OF KANSAS)

) ss

COUNTY OF SHAWNEE)

On this 27th day of April, 2015, before me appeared Bruce L. Christenson, to me personally known, who, being by me duly sworn, did say that he is the President of MRV, Inc., a Kansas corporation, as Manager of **Derby Marketplace, L.C.**, a Kansas limited liability company, and that said instrument was signed on behalf of said limited liability company, and s/he acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.

Janet L. Scheidegger
Notary Public

Janet L. Scheidegger
Print Name

My commission expires: 5/5/2018



[Signature page to Special Warranty Deed]

92505064

BEGINNING at the northeast corner of said Lot 6, thence along the east line of said Lot 6 on a platted bearing of S00°26'41"E, 333.96 feet; thence S88°46'16"W, 447.58 feet; thence N01°13'34"W, 75.07 feet; thence S88°46'26"W, 285.33 feet to the westerly line of said Lot 6; thence along said westerly line, N03°44'42"W, 258.97 feet to the north line of said Lot 6; thence along said north line, N88°45'41"E, 748.85 feet to the POINT OF BEGINNING.

Exhibit B

The premises conveyed by this Deed and described on Exhibit A are expressly made subject to the restriction that Grantee, its successors in title or assigns or their tenants of the premises conveyed hereby shall not permit or suffer any business to engage in the sale of burritos, wraps, fajitas and/or tacos from the premises; provided, however, the foregoing shall not prohibit any business from selling burritos, wraps, fajitas and/or tacos from the premises if (i) the sale of such items is incidental to and not the primary product line of such business and (ii) such business's annual sales on the premises of burritos, wraps, fajitas and/or tacos, in the aggregate, does not equal or exceed fifteen percent (15%) of such business's annual gross revenues derived from its business operations on the premises. The foregoing use restriction shall remain in effect for so long as any part of Lot 4, Block 1, Derby Marketplace Third Addition, an addition to Derby, Sedgwick County, Kansas, is subject to a lease for use and operation of a "Chipotle" branded restaurant or any successor or assign of the "Chipotle" branded restaurant operated on said Lot 4 offering a similar fare of prepared Mexican food, and shall be for the benefit of and may be enforced by Grantor or its successor owners of Lot 4, Block 1, Derby Marketplace Third Addition or their assigns.



Sedgwick County
Register of Deeds - Tonya Buckingham
Doc.#/Film-Pg: 29719833

Receipt #: 2034549
Pages Recorded: 3
Cashier: jpayne

Recording Fee: \$46.00

Authorized By: *Tonya Buckingham*

Date Recorded: 09/21/2017 01:36:59 PM

No validation questionnaire
Exemption 3
Tax Statements to:
1707 N Waterfront Pkway
Wichita KS 67206

Kansas Secured Title - Topeka
SN039229A

SPECIAL WARRANTY DEED

Effective as of the 16th day of September, 2017, Derby Marketplace Four, LLC, a Kansas limited liability company, whose address is 1707 N. Waterfront Parkway, Wichita, Kansas 67206 ("Grantor") **CONVEYS AND GRANTS** to Derby Marketplace Five, LLC, whose address is 1707 N. Waterfront Parkway, Wichita, Kansas 67206 ("Grantee"), a Kansas limited liability company, all of the following described real estate (the "Property") in Sedgwick County, Kansas:

See Attached Exhibit "A"

for the sum of one dollar and other good and valuable consideration,

SUBJECT TO: (i) general taxes for the calendar year 2017 and thereafter, special taxes becoming a lien after the date of this deed, and (ii) all easements, encumbrances, conditions, covenants, restrictions and other matters of record or apparent upon survey of the real estate.

Grantor, for Grantor and Grantor's successors, covenants that Grantor is lawfully seized of Grantor's interest in the Property and has good right to convey Grantor's interest in the Property and guarantees the quiet possession of the Property against the claims of those claiming any right, interest or title through Grantor, except as may be described above, and further covenants that the Property is free from all encumbrances created by Grantor, except as may be described above, and Grantor will warrant and defend the Property against all lawful claims of those claiming any right, interest or title through Grantor, except as may be described above; but Grantor does not warrant title against those claiming a right, interest or title that arose prior to, or separate from, Grantor's interest in the Property.

[signatures appear on following page]

Derby Marketplace Four, LLC,
a Kansas limited liability company

By: Monterey Partners, L.L.C., its manager

By: [Signature]
Scott G. Taubin, manager

STATE OF Missouri Jackson COUNTY, ss

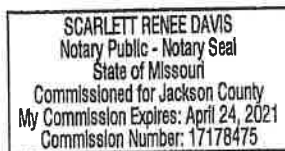
BE IT REMEMBERED, that on this 7th day of August, 2017, before me, the undersigned, a notary public in and for the County and State aforesaid, came Scott G. Taubin, the Manager of Monterey Partners, L.L.C., a Kansas limited liability company, the Manager of Derby Marketplace Four, LLC, who is personally known to me to be the same person who executed the within instrument and such person duly acknowledged the execution of the same on behalf of such corporation.

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

(Seal)

My Appointment Expires: 4/24/21

[Signature]
Notary Public





MCCURDY REAL ESTATE & AUCTION

LOT 3 BLOCK 1 DERBY MARKETPLACE

EXHIBIT A - LEGAL DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Lot 3, Block 1, Derby Marketplace Fourth Addition, an addition to Derby, Sedgwick County, Kansas.

Parcel 2:

That part of Lot 7, Block 1, Derby Marketplace 2nd Addition, an Addition to Derby, Sedgwick County, Kansas, described as follows: Commencing at the Southeast corner of said Lot 7; thence along the East line of said Lot 7 on a platted bearing of N 00°27'08" W, 127.74 feet to the point of beginning; thence S 88°45'41" W, 372.78 feet parallel with the South line of said Lot 7; thence N 01°07'56" W, 115.59 feet; thence N 88°43'10" E, 374.16 feet to the East line of said Lot 7; thence S 00°27'08" E, 115.87 feet to the point of beginning, except the North 36.50 feet thereof, EXCEPT THE FOLLOWING:

A tract of land lying in a portion of Lot 7, Block 1, Derby Marketplace 2nd Addition, an Addition to Derby, Sedgwick County, Kansas, being the North 36.50 feet of Parcel B recorded Doc.#/FLM-PG 29242533 on 9/23/2011 at the Sedgwick County, Kansas, Register of Deeds, being more particularly described as follows: Beginning at the Northeast corner of said Parcel B; thence along the East line of said Parcel B, S 00°27'08" E, 36.50 feet; thence S 88°43'10" W 232.00 feet parallel with the North line of said Parcel B, to a building common wall line; thence along said common wall line S 88°43'10" W 117.37 feet to the termination of the said common wall line; thence S 88°43'10" W 24.35 feet to the West line of said Parcel B; thence along the West line of said Parcel B, N 01°07'56" W 36.5 feet to the Northwest corner of said Parcel B; thence along the North line of said Parcel B, N 88°43'10" E 374.16 feet to the point of beginning.

Parcel 3:

A tract of land lying in a portion of Lot 7, Block 1, Derby Marketplace 2nd Addition, an Addition to Derby, Sedgwick County, Kansas, being the North 36.50 feet of Parcel B recorded Doc.#/FLM-PG 29242533 on 9/23/2011 at the Sedgwick County, Kansas, Register of Deeds, being more particularly described as follows: Beginning at the Northeast corner of said Parcel B; thence along the East line of said Parcel B, S 00°27'08" E, 36.50 feet; thence S 88°43'10" W 232.00 feet parallel with the North line of said Parcel B, to a building common wall line; thence along said common wall line S 88°43'10" W 117.37 feet to the termination of the said common wall line; thence S 88°43'10" W 24.35 feet to the West line of said Parcel B; thence along the West line of said Parcel B, N 01°07'56" W 36.5 feet to the Northwest corner of said Parcel B; thence along the North line of said Parcel B, N 88°43'10" E 374.16 feet to the point of beginning.