



12998 W. Kellogg St. | Wichita, KS 67235

AUCTION: BIDDING OPENS: Tues, June 2nd @ 2:00 PM

BIDDING CLOSING: Wed, June 10th @ 3:30 PM

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



McCurdy
REAL ESTATE & AUCTION



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STANDARD



MLS # 672396
Class Land
Property Type Vacant Lot
County Sedgwick
Address 12998 W Kellogg St
Address 2
City Wichita
State KS
Zip 67235
Status Active
Contingency Reason
Asking Price \$0
For Sale/Auction/For Rent Auction
Associated Document Count 0



GENERAL

List Agent - Agent Name and Phone	Isaac Klingman	List Date	4/27/2026
List Office - Office Name and Phone	McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600	Expiration Date	8/1/2026
Co-List Agent - Agent Name and Phone		Realtor.com Y/N	Yes
Co-List Office - Office Name and Phone		Display on Public Websites	Yes
Showing Phone	888-874-0581	Display Address	Yes
Zoning Usage	Commercial	VOW: Allow AVM	Yes
Parcel ID	147-25-0-34-00-004,00	VOW: Allow 3rd Party Comm	Yes
Number of Acres	5.12	Virtual Tour Y/N	
Price Per Acre	0.00	Days On Market	7
Lot Size/SqFt	223,463	Cumulative DOM	7
School District	Goddard School District (USD 265)	Cumulative DOMLS	
Elementary School	Apollo	Input Date	5/4/2026 4:44 PM
Middle School	Dwight D. Eisenhower	Update Date	5/4/2026
High School	Dwight D. Eisenhower	Off Market Date	
Subdivision	NONE LISTED ON TAX RECORD	Status Date	5/4/2026
Legal	BEG 250 FT W OF E LI SW1/4 ON N LI HWY 54 W 378.15 FT N 1306.51 FT E 411.37 FT TO PT 250 FT W OF E L	HotSheet Date	5/4/2026
		Price Date	5/4/2026

DIRECTIONS

Directions Kellogg Ave. & 119th - West on Kellogg Ave., Exit on W. Kellogg Dr. to Property

FEATURES

SHAPE / LOCATION Rectangular	OUTBUILDINGS None	PROPOSED FINANCING Other/See Remarks	TYPE OF LISTING Excl Right w/o Reserve
TOPOGRAPHIC Level Treeline	MISCELLANEOUS FEATURES None	POSSESSION At Closing	BUILDER OPTIONS Open Builder
PRESENT USAGE Non-Conforming	DOCUMENTS ON FILE Aerial Photos Documents Online	SHOWING INSTRUCTIONS Call Showing #	PONDS None
ROAD FRONTAGE Paved	GROUND WATER ADDENDUM Photographs	LOCKBOX None	PROPERTY USE Commercial
UTILITIES AVAILABLE Unknown	SELLERS PROP. DISCLOSURE Sellers Prop. Disclosure	AGENT TYPE Sellers Agent	RESTRICTIONS / EASEMENTS Other
IMPROVEMENTS None	FLOOD INSURANCE Unknown	OWNERSHIP Corporate	
	SALE OPTIONS Other/See Remarks		

FINANCIAL

Assumable Y/N	No
General Taxes	\$1,633.99
General Tax Year	2025
Yearly Specials	\$0.00
Total Specials	\$0.00
HOA Y/N	No
Yearly HOA Dues	
HOA Initiation Fee	

PUBLIC REMARKS

Public Remarks Property offered at ONLINE ONLY auction. BIDDING OPENS: Tuesday, June 2nd, 2026 at 2 PM (cst) | BIDDING CLOSING: Wednesday, June 10th, 2026 at 3:30 PM (cst). Bidding will remain open on this property until 90 seconds have passed without receiving a bid. Property available to preview by appointment. CLEAR TITLE AT CLOSING, NO BACK TAXES. ONLINE ONLY!!! PRIME WEST KELLOGG COMMERCIAL LAND OPPORTUNITY!!! Hard-to-find commercial acreage with 378± ft of frontage on the West Kellogg frontage road — parcels like this simply don't come available along this corridor. The work is already done: the site has been cleared, graded, and delivered with survey work and a FEMA Letter of Map Amendment (LOMA) completed. This parcel sits in one of Wichita's fastest-growing corridors. As the city continues its westward expansion and Kellogg also expands, this location offers tremendous upside for investors and owner-users alike - whether you're building now or positioning for the future. 5.12 ± Acres | General Commercial Zoning 378± ft of frontage on West Kellogg feeder road Level topography | Clear, graded, & ready to build Survey & FEMA LOMA completed Traffic counts: 35,002 at 119th & Kellogg | 27,784 at 135th & Kellogg Nearby neighbors include Mel Hambelton Ford, Paramount Antique Mall, and QuikTrip Ideal for retail, office, storage, or potential subdivide Opportunities like this along West Kellogg are rare. Don't miss you chance! *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. Full auction terms and conditions provided in the Property Information Packet. Total purchase price will include a 10% buyer's premium (\$2,500.00 minimum) added to the final bid. Property available to preview by appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount of \$25,000.

MARKETING REMARKS

Marketing Remarks

PRIVATE REMARKS

Private Remarks Property offered at ONLINE ONLY auction. | 10% Buyer's Premium will be added to the final bid. BIDDING OPENS: Tuesday, June 2nd, 2026 at 2 PM (cst) | BIDDING CLOSING: Wednesday, June 10th, 2026 at 3:30 PM (cst). Bidding will remain open on this property until 90 seconds have passed without receiving a bid. Property available to preview by appointment.

AUCTION

Type of Auction Sale	Reserve	1 - Open for Preview
Method of Auction	Online Only	1 - Open/Preview Date
Auction Location	mccurdy.com	1 - Open Start Time
Auction Offering	Real Estate Only	1 - Open End Time
Auction Date	6/2/2026	2 - Open for Preview
Auction Start Time	2pm	2 - Open/Preview Date
Auction End Date	6/10/2026	2 - Open Start Time
Auction End Time	3:30pm	2 - Open End Time
Broker Registration Req	Yes	3 - Open for Preview
Broker Reg Deadline	06/09/2026 @ 5pm	3 - Open/Preview Date
Buyer Premium Y/N	Yes	3 - Open Start Time
Premium Amount	0.10	3 - Open End Time
Earnest Money Y/N	Yes	
Earnest Amount %/\$	25,000.00	

TERMS OF SALE

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

PERSONAL PROPERTY

Personal Property

SOLD

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

ADDITIONAL PICTURES





DISCLAIMER

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

TERMS AND CONDITIONS

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

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

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

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

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



SELLER'S PROPERTY DISCLOSURE ACKNOWLEDGEMENT

Property Address: 12998 W. Kellogg St. - Wichita, KS 67235 (the "Real Estate")

By signing below, Seller acknowledges that Seller has elected not to complete a Seller's Property Disclosure because they have never occupied the Real Estate or are otherwise not familiar enough with the Real Estate to sufficiently and accurately provide the information required to complete a Seller's Property Disclosure. Notwithstanding the lack of a completed Seller's Property Disclosure, Seller has been advised and understands that the law requires disclosure of any actual known material defect in the Real Estate to prospective buyers and that failure to do so may result in civil liability for damages. Seller accordingly discloses the following actual known material defects (if none, write "none"):

NONE

Special Assessments or Fees:

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

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

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

Explanation of Assessment or Fee: _____

Appliances Transferring with the Real Estate:

Do any appliances present at the property transfer with the real estate?

- No appliances transfer
- All appliances present at the property transfer
- Some appliances transfer

*If you marked some appliances transfer, please give a detailed explanation of which appliances transfer: _____

(Remainder of this page intentionally left blank)

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

 Kelly Towey 04/27/2026

SELLER:

Kelly Towey

John Towey 4-21-26
Signature Date

J.T. 4-21-26
Signature Date

JOHN TOWEY
Print

James Towey
Print

Member EMT LLC
Title Company

Member EMT LLC
Title Company

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

BUYER:

Signature Date

Signature Date

Print

Print

Title Company

Title Company



WATER WELL INSPECTION REQUIREMENTS

Property Address: 12998 W. Kellogg St. - Wichita, KS 67235

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

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

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

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

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

Location of Well: _____

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

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

Authentisign
Kelly Towey

04/27/2026

Kelly Towey
Owner/Seller

4-27-26
Date

[Signature]
Owner/Seller

4-21-26
Date

Buyer Date

Buyer Date

GROUNDWATER / ENVIRONMENTAL ADDENDUM

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


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

5 The parties are proposing the sale and purchase of certain property, commonly known as:
6 12998 W. Kellogg St. - Wichita, KS 67235

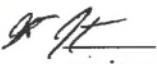
7 **The parties are advised to obtain expert advice in regard to any environmental concerns.**

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

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

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

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


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

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

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

24 **CERTIFICATION**

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

28 _____ 4-21-26 _____
29 Seller Date Buyer Date
30 _____ 4-21-26 _____
31 Seller  Date Buyer Date
KT Kelly Towey 04/21/2026

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Federal Emergency Management Agency

Washington, D.C. 20472

January 06, 2026

THE HONORABLE [REDACTED]
BOARD OF COMMISSIONERS CHAIR
SEDGWICK COUNTY
[REDACTED]

CASE NO.: 26-07-0127A
COMMUNITY: SEDGWICK COUNTY, KANSAS
(UNINCORPORATED AREAS)
COMMUNITY NO.: 200321

DEAR [REDACTED]:

This is in reference to a request that the Federal Emergency Management Agency (FEMA) determine if the property described in the enclosed document is located within an identified Special Flood Hazard Area, the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood), on the effective National Flood Insurance Program (NFIP) map. Using the information submitted and the effective NFIP map, our determination is shown on the attached Letter of Map Revision based on Fill (LOMR-F) Determination Document. This determination document provides additional information regarding the effective NFIP map, the legal description of the property and our determination.

Additional documents are enclosed which provide information regarding the subject property and LOMR-Fs. Please see the List of Enclosures below to determine which documents are enclosed. Other attachments specific to this request may be included as referenced in the Determination/Comment document. If you have any questions about this letter or any of the enclosures, please contact the FEMA Map Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

Sincerely,

[REDACTED]

LIST OF ENCLOSURES:

LOMR-F DETERMINATION DOCUMENT (REMOVAL)

cc: State/Commonwealth NFIP Coordinator
Community Map Repository
Region
[REDACTED]



Federal Emergency Management Agency

Washington, D.C. 20472

ADDITIONAL INFORMATION REGARDING LETTERS OF MAP REVISION BASED ON FILL

When making determinations on requests for Letters of Map Revision based on the placement of fill (LOMR-Fs), the Department of Homeland Security's Federal Emergency Management Agency (FEMA) bases its determination on the flood hazard information available at the time of the determination. Requesters should be aware that flood conditions may change or new information may be generated that would supersede FEMA's determination. In such cases, the community will be informed by letter.

Requesters also should be aware that removal of a property (parcel of land or structure) from the Special Flood Hazard Area (SFHA) means FEMA has determined the property is not subject to inundation by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This does not mean the property is not subject to other flood hazards. The property could be inundated by a flood with a magnitude greater than the base flood or by localized flooding not shown on the effective National Flood Insurance Program (NFIP) map.

The effect of a LOMR-F is it removes the Federal requirement for the lender to require flood insurance coverage for the property described. The LOMR-F *is not* a waiver of the condition that the property owner maintain flood insurance coverage for the property. *Only* the lender can waive the flood insurance purchase requirement because the lender imposed the requirement. *The property owner must request and receive a written waiver from the lender before canceling the policy.* The lender may determine, on its own as a business decision, that it wishes to continue the flood insurance requirement to protect its financial risk on the loan.

The LOMR-F provides FEMA's comment on the mandatory flood insurance requirements of the NFIP as they apply to a particular property. A LOMR-F is not a building permit, nor should it be construed as such. Any development, new construction, or substantial improvement of a property impacted by a LOMR-F must comply with all applicable State and local criteria and other Federal criteria.

Even though structures are not located in an SFHA, as mentioned above, they could be flooded by a flooding event with a greater magnitude than the base flood. In fact, more than 25 percent of all claims paid by the NFIP are for policies for structures located outside the SFHA in Zones B, C, X (shaded), or X (unshaded). More than one-fourth of all policies purchased under the NFIP protect structures located in these zones. The risk to structures located outside SFHAs is just not as great as the risk to structures located in SFHAs. Finally, approximately 90 percent of all federally declared disasters are caused by flooding, and homeowners insurance does not provide financial protection from this flooding. Therefore, FEMA encourages the widest possible coverage under the NFIP.

The revisions made effective by a LOMR-F are made pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448) 42 U.S.C. 4001-4128, and 44 CFR Part 65.

In accordance with regulations adopted by the community when it made application to join the NFIP, letters issued to revise an NFIP map must be attached to the community's official record copy of the map. That map is available for public inspection at the community's official map repository. Therefore, FEMA sends copies of all such letters to the affected community's official map repository.

To ensure continued eligibility to participate in the NFIP, the community must enforce its floodplain management regulations using, at a minimum, the flood elevations and zone designations shown on the NFIP map, including the revisions made effective by LOMR-Fs. LOMR-Fs are based on minimum criteria established by the NFIP. State, county, and community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction in the SFHA. If the State, county, or community has adopted more restrictive and comprehensive floodplain management criteria, these criteria take precedence over the minimum Federal criteria.

FEMA does not print and distribute LOMR-Fs to primary map users, such as local insurance agents and mortgage lenders; therefore, the community serves as the repository for LOMR-Fs. FEMA encourages communities to disseminate LOMR-Fs so that interested persons, such as property owners, insurance agents, and mortgage lenders, may benefit from the information. FEMA also encourages communities to prepare articles for publication in the local newspaper that describe the changes made and the assistance community officials will provide in serving as a clearinghouse for LOMR-Fs and interpreting NFIP maps.

When a restudy is undertaken, or when a sufficient number of revisions occur on particular map panels, FEMA initiates the printing and distribution process for the panels and incorporates the changes made effective by LOMR-Fs. FEMA notifies community officials in writing when affected map panels are being physically revised and distributed. If the results of particular LOMR-Fs cannot be reflected on the new map panels because of scale limitations, FEMA notifies the community in writing and revalidates the LOMR-Fs in that letter. LOMR-Fs revalidated in this way usually will become effective 1 day after the effective date of the revised map.



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	SEDGWICK COUNTY, KANSAS (Unincorporated Areas)	A portion of Section 25, Township 27 South, Range 2 West, as described in the Kansas Business Organization Quit Claim Deed recorded as Document No. 1638005, in Film 729, Page 349, in the Office of the Register of Deeds, Sedwick County, Kansas The portion of property is more particularly described by the following metes and bounds:
	COMMUNITY NO.: 200321	
AFFECTED MAP PANEL	NUMBER: 20173C0336G DATE: 12/22/2016	
FLOODING SOURCE: CALFSKIN CREEK		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 37.665393, -97.491249 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
--	--	--	12998 West Kellogg Street	Portion of Property	X (shaded)	--	--	1324.1 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

LEGAL PROPERTY DESCRIPTION STATE LOCAL CONSIDERATIONS
FILL RECOMMENDATION
PORTIONS REMAIN IN THE SFHA

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document revises the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

David N. Bascom, Acting Director
Engineering and Modeling Division
Risk Analysis, Planning and Information Directorate



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)

COMMENCING at the southeast corner of said Southwest Quarter; THENCE North 00°14'41" East, coincident with the east boundary of said Southwest Quarter, 139.90 feet, to the north boundary of Kellogg Drive, a.k.a. U.S 400, and U.S 54, as condemned in Cases #A-38302 and C-10792-67; THENCE South 89°03'17" West, coincident with the north boundary of said Kellogg Drive, 270.06 feet, to the POINT OF BEGINNING; THENCE South 89°03'17" West, coincident with the north boundary of said U.S Highway 54, a distance of 359.10 feet, to the southwest corner of said subject tract; THENCE North 01°07'59" West, coincident with the west boundary of said subject tract, a distance of 549.57 feet, to a point 25.00 feet South 01°07'59" East of the northwest corner of said subject tract; THENCE North 88°48'53" East, parallel with and 25.00 feet normally distant south of of the north boundary of said subject tract, a distance of 154.99 feet; THENCE South 12°77'12" East, 74.13 feet; THENCE South 85°55'.36" East, a distance of 201.66 feet, to a point 20.00 feet normally distant west of the east boundary of said subject tract; THENCE South 00°14'41" West, parallel with and 20.00 feet normally distant west of the east boundary of said subject tract, a distance of 460.00 feet, to the POINT OF BEGINNING

FILL RECOMMENDATION (This Additional Consideration applies to the preceding 1 Property.)

The minimum NFIP criteria for removal of the subject area based on fill have been met for this request and the community in which the property is located has certified that the area and any subsequent structure(s) built on the filled area are reasonably safe from flooding. FEMA's Technical Bulletin 10-01 provides guidance for the construction of buildings on land elevated above the base flood elevation through the placement of fill. A copy of Technical Bulletin 10-01 can be obtained by calling the FEMA Mapping and Insurance eXchange toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at <https://www.fema.gov/emergency-managers/risk-management/building-science/national-flood-insurance-technical-bulletins>. Although the minimum NFIP standards no longer apply to this area, some communities may have floodplain management regulations that are more restrictive and may continue to enforce some or all of their requirements in areas outside the Special Flood Hazard Area.

PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

STATE AND LOCAL CONSIDERATIONS (This Additional Consideration applies to all properties in the LOMR-F DETERMINATION DOCUMENT (REMOVAL))

Please note that this document does not override or supersede any State or local procedural or substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Mapping and Insurance eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426.

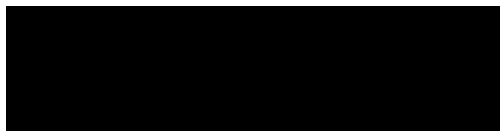
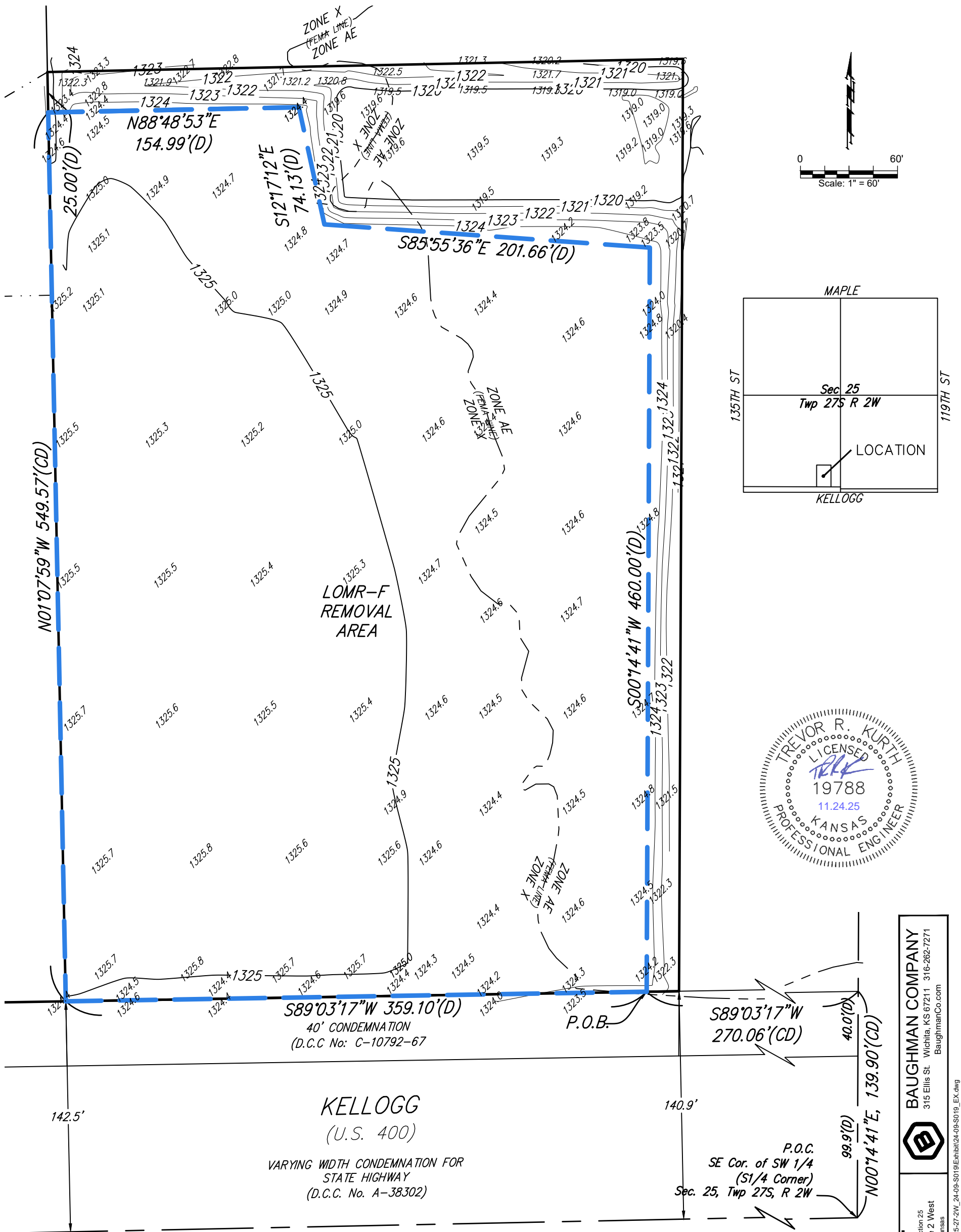


EXHIBIT
**Part of SW 1/4
of Sec 25, Twp 27S, R 2W**

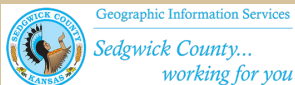
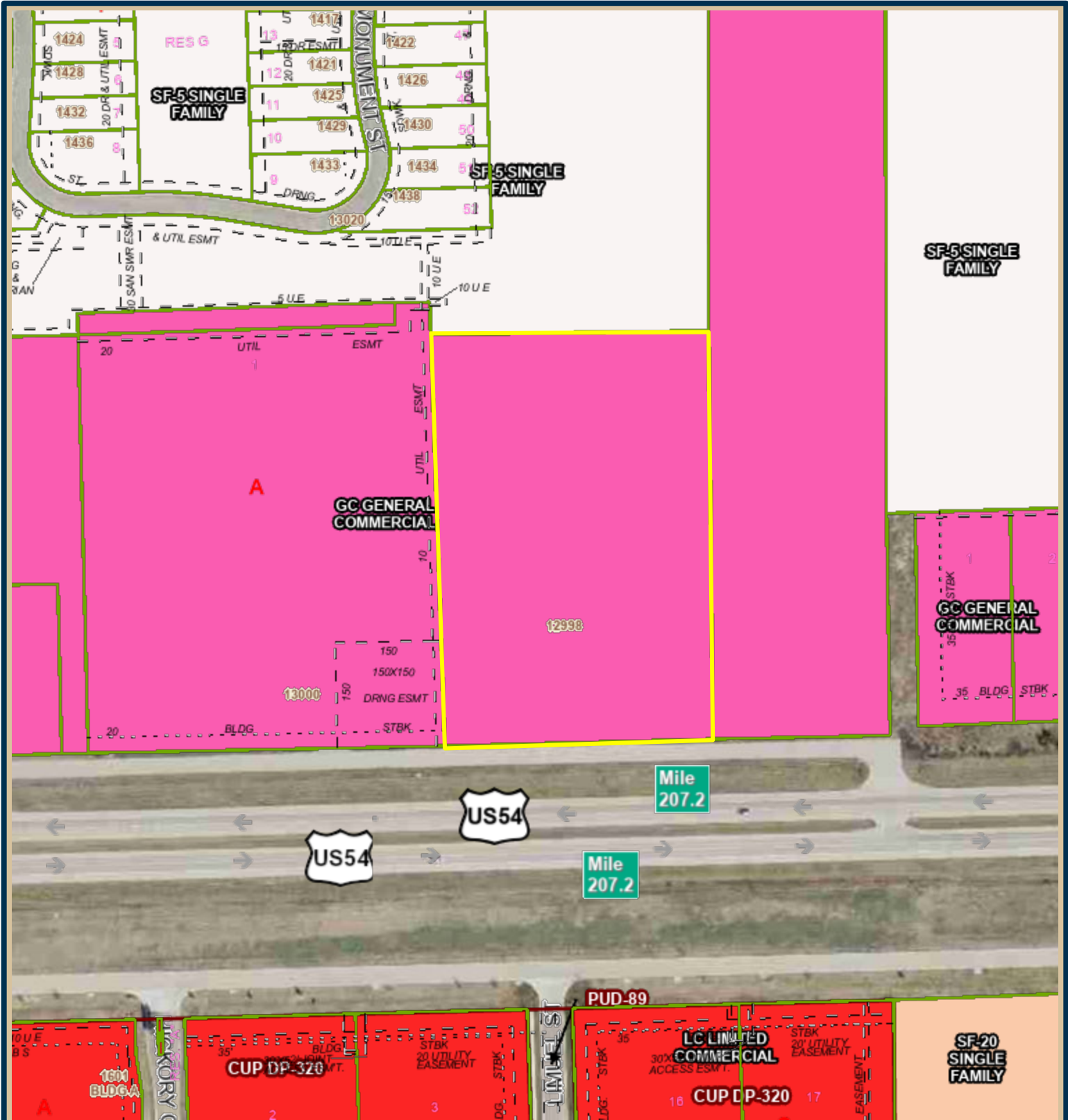


LOMR-F REMOVAL AREA

A portion of land out of the Southwest Quarter of Section 25, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, as prepared by Baughman Co. P.A. Professional Surveyors, CLS 58, in aforesaid County and State, on October 31, 2025, and being described as COMMENCING at the southeast corner of said Southwest Quarter; THENCE North 00°14'41" East, coincident with the east boundary of said Southwest Quarter, 139.90 feet, to the north boundary of Kellogg Drive, a.k.a. U.S. 400, and U.S. 54, as condemned in Cases #A-38302 and C-10792-67; THENCE South 89°03'17" West, coincident with the north boundary of said Kellogg Drive, 270.06 feet, to the POINT OF BEGINNING; THENCE South 89°03'17" West, coincident with the north boundary of said U.S. Highway 54, a distance of 359.10 feet, to the southwest corner of said subject tract; THENCE North 01°07'59" West, coincident with the west boundary of said subject tract, a distance of 549.57 feet, to a point 25.00 feet South 01°07'59" East of the northwest corner of said subject tract; THENCE North 88°48'53" East, parallel with and 25.00 feet normally distant south of of the north boundary of said subject tract, a distance of 154.99 feet; THENCE South 12°17'12" East, 74.13 feet; THENCE South 85°55'36" East, a distance of 201.66 feet, to a point 20.00 feet normally distant west of the east boundary of said subject tract; THENCE South 00°14'41" West, parallel with and 20.00 feet normally distant west of the east boundary of said subject tract, a distance of 460.00 feet, to the POINT OF BEGINNING.

EXHIBIT Part of the Southwest 1/4 of Section 25 Township 27 South, Range 2 West Wichita, Sedgwick County, Kansas	BAUGHMAN COMPANY 315 Ellis St. Wichita, KS 67211 316-262-7271 BaughmanCo.com
	Project Number 24-05-E783 DRAWN: BSH APPROVED: PAS DATE: Nov. 4, 2025 SHEET 1 OF 1

File: F:\survey\Boundary Surveys_Section, Township, Range\T27S-R2W-S1W4-25-27-2W_24-09-S019\Exhibit24-09-S019_EX.dwg



12998 W. Kellogg St., Wichita, KS 67235 - Zoning GC General Commercial

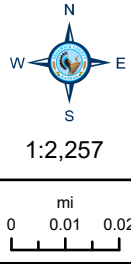
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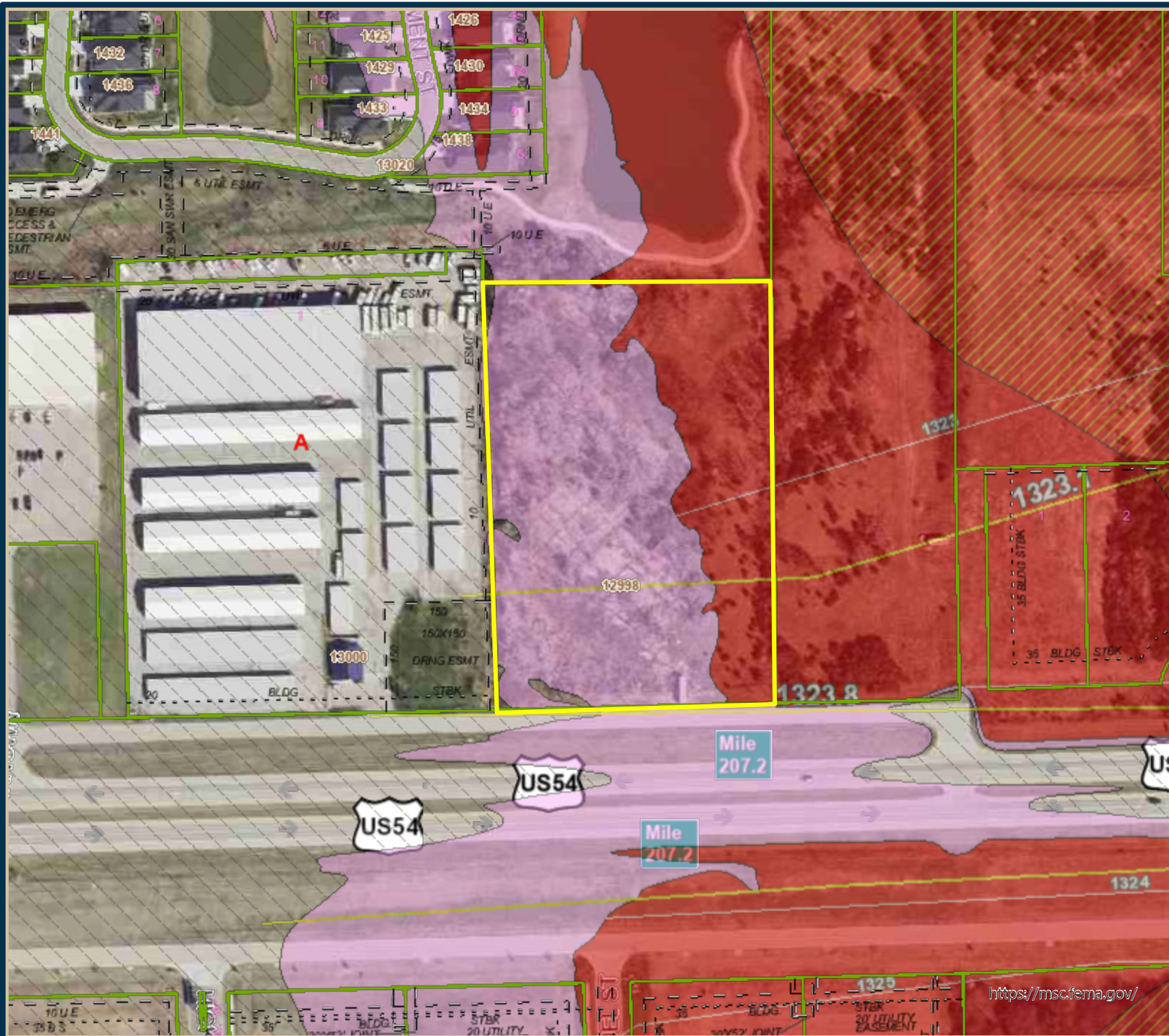
It is understood that the Sedgwick County GIS, Division of Information and Operations, has no indication or reason to believe that there are inaccuracies in information incorporated in the base map.

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

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Sedgwick County, Kansas





Sedgwick County, Kansas



Flood Plain

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

A
A

AE
AE,

AE, FLOODWAY
AE, FLOODWAY

AH
AH

AO
AO

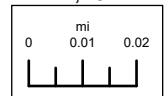
X - Area of Special Consideration

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

X
X,

Area Not Included

1:2,257



Date: 4/6/2026

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



12998 W. Kellogg St., Wichita, KS 67235 - Aerial

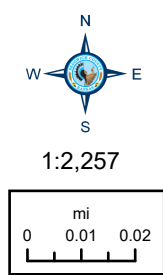
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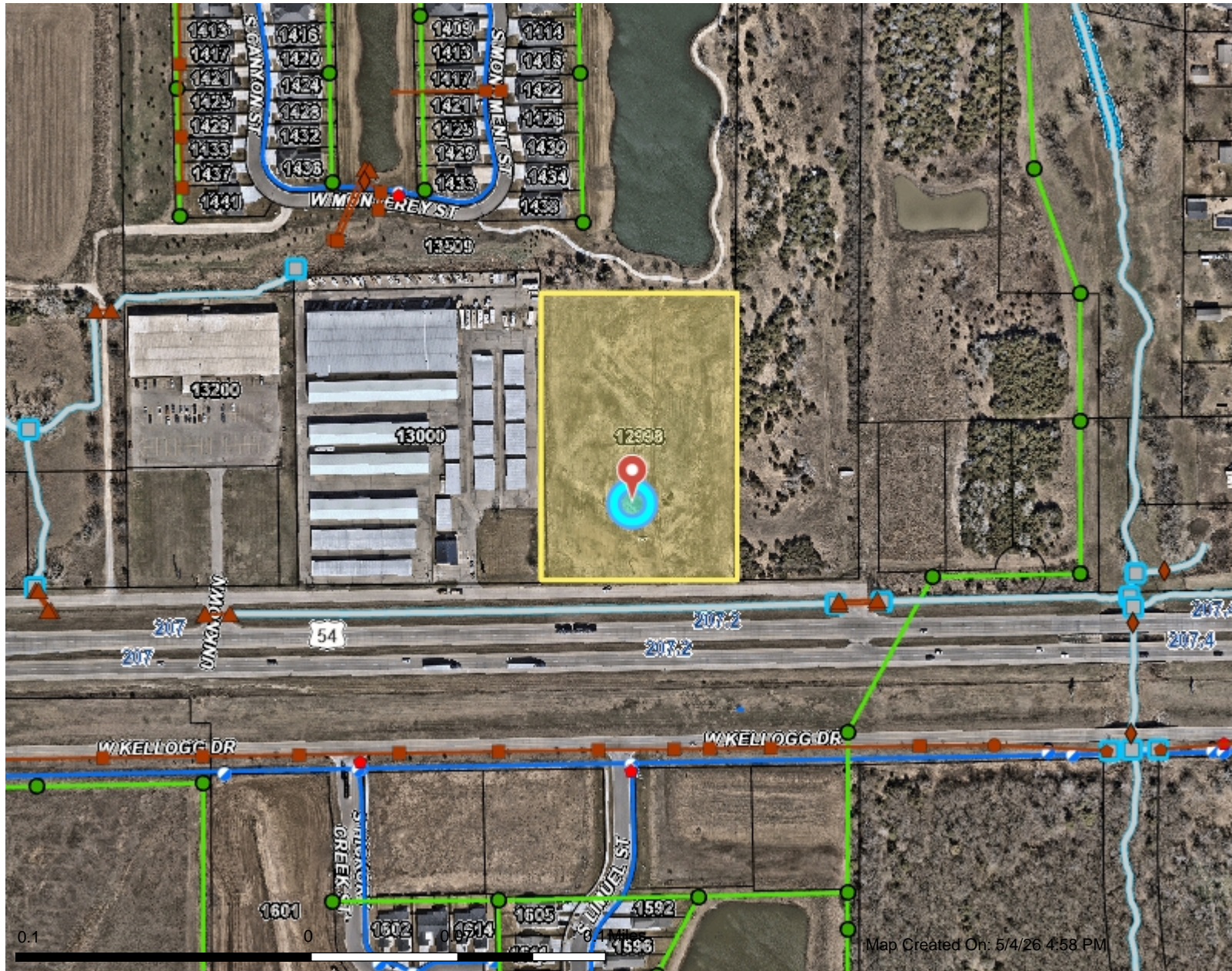
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Sedgwick County, Kansas





Legend

- Storm Structures**
 - Manhole
 - Inlet
 - ▲ Outfall
 - ◆ Other
 - ◆ Headwalls
 - ☑ City BMPs
 - Private Non-City BMPs
 - Storm Conduit
 - Open Channel Structures
 - Open Channel Conduit
- Sewer Manholes**
 - Public
 - Private
 - Under Construction
- Water Sample Stations**
 - Water Sample Stations
 - Water Hydrants
 - Water Valves
 - Backflow Devices
 - Water Nodes
- Water Mains**
 - Private
 - <all other values>
- Other**
 - Parcels
 - Mile Markers
 - Address Labels Prime
 - Andover Address Labels
 - Roads
 - Andover Roads
 - Railroads

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

1: 4,514



Real Estate Brokerage Relationships

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

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

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

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

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

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

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

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

The transaction broker is responsible for performing the following duties:

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

Agents and Transaction Brokers have no duty to:

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

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

Licensee

Real estate company name approved by the commission

Supervising/branch broker

Buyer/Seller Acknowledgement (not required)

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

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

THE BUYER CAN GENERALLY EXPECT TO PAY

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

