



### **515 E. 21<sup>st</sup> St. N. & Additional Lots | Wichita, KS 67214**

AUCTION: BIDDING OPENS: Tues, April 5<sup>th</sup> @ 2:00 PM  
BIDDING BEGINS CLOSING: Wed, April 20<sup>th</sup> @ 1:00 PM

12041 E. 13th St. N. · Wichita, KS 67206  
316.867.3600 · 800.544.4489 · [McCurdy.com](http://McCurdy.com)



**McCurdy**  
REAL ESTATE & AUCTION



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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 McCurdy Real Estate & Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer'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; 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. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

## ALL FIELDS CUSTOMIZABLE



**MLS #** 609133  
**Class** Land  
**Property Type** Vacant Lot  
**County** Sedgwick  
**Area** 430  
**Address** 515 E 21ST ST N  
**Address 2** Parcel 1  
**City** Wichita  
**State** KS  
**Zip** 67214  
**Status** Active  
**Contingency Reason**  
**Asking Price** \$0  
**For Sale/Auction/For Rent** Auction  
**Associated Document Count** 7



## GENERAL

|                                               |                                                        |                                   |              |
|-----------------------------------------------|--------------------------------------------------------|-----------------------------------|--------------|
| <b>List Agent - Agent Name and Phone</b>      | BRADEN MCCURDY - OFF: 316-683-0612                     | <b>List Date</b>                  | 3/15/2022    |
| <b>List Office - Office Name and Phone</b>    | McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600 | <b>Realtor.com Y/N</b>            | Yes          |
| <b>Co-List Agent - Agent Name and Phone</b>   |                                                        | <b>Display on Public Websites</b> | Yes          |
| <b>Co-List Office - Office Name and Phone</b> |                                                        | <b>Display Address</b>            | Yes          |
| <b>Showing Phone</b>                          | 1-800-301-2055                                         | <b>VOW: Allow AVM</b>             | Yes          |
| <b>Zoning Usage</b>                           | Industrial                                             | <b>VOW: Allow 3rd Party Comm</b>  | Yes          |
| <b>Parcel ID</b>                              | 20173-122-09-0-22-01-003.00                            | <b>Sub-Agent Comm</b>             | 0            |
| <b>Number of Acres</b>                        | 7.33                                                   | <b>Buyer-Broker Comm</b>          | 3            |
| <b>Price Per Acre</b>                         | 0.00                                                   | <b>Transact Broker Comm</b>       | 3            |
| <b>Lot Size/SqFt</b>                          | 319306                                                 | <b>Variable Comm</b>              | Non-Variable |
| <b>School District</b>                        | Wichita School District (USD 259)                      | <b>Virtual Tour Y/N</b>           |              |
| <b>Elementary School</b>                      | Irving                                                 |                                   |              |
| <b>Middle School</b>                          | Marshall                                               |                                   |              |
| <b>High School</b>                            | North                                                  |                                   |              |
| <b>Subdivision</b>                            | NONE                                                   |                                   |              |
| <b>Legal</b>                                  | LOT 1 BLOCK 1 WICHITA STOCKYARD ADD.                   |                                   |              |

## DIRECTIONS

**Directions** E. 21st St. N. & N. Broadway - East to Property.

## FEATURES

|                                                                                          |                                                   |                                                |                                                  |
|------------------------------------------------------------------------------------------|---------------------------------------------------|------------------------------------------------|--------------------------------------------------|
| <b>SHAPE / LOCATION</b><br>Irregular                                                     | <b>IMPROVEMENTS</b><br>None                       | <b>FLOOD INSURANCE</b><br>Required             | <b>LOCKBOX</b><br>None                           |
| <b>TOPOGRAPHIC</b><br>Level                                                              | <b>OUTBUILDINGS</b><br>Garage                     | <b>SALE OPTIONS</b><br>None                    | <b>AGENT TYPE</b><br>Sellers Agent               |
| <b>PRESENT USAGE</b><br>None/Vacant                                                      | <b>MISCELLANEOUS FEATURES</b><br>None             | <b>EXISTING FINANCING</b><br>Other/See Remarks | <b>OWNERSHIP</b><br>Individual                   |
| <b>ROAD FRONTAGE</b><br>City                                                             | <b>DOCUMENTS ON FILE</b><br>Ground Water Addendum | <b>PROPOSED FINANCING</b><br>Other/See Remarks | <b>TYPE OF LISTING</b><br>Excl Right w/o Reserve |
| <b>UTILITIES AVAILABLE</b><br>Electricity<br>Natural Gas<br>Public Water<br>Public Sewer | <b>PHOTOGRAPHS</b><br>Photographs                 | <b>POSSESSION</b><br>At Closing                | <b>BUILDER OPTIONS</b><br>Open Builder           |
|                                                                                          |                                                   | <b>SHOWING INSTRUCTIONS</b><br>Call Showing #  |                                                  |

## FINANCIAL

**Assumable Y/N** No  
**General Taxes** \$3,437.00  
**General Tax Year** 2021  
**Yearly Specials** \$6.81  
**Total Specials** \$6.81  
**HOA Y/N** No  
**Yearly HOA Dues**  
**HOA Initiation Fee**  
**Earnest \$ Deposited With** Security 1st Title

## MARKETING REMARKS

### MARKETING REMARKS

## AUCTION

**Auction Date** 4/5/2022  
**Auction Offering** Real Estate Only  
**1 - Open for Preview**  
**Broker Reg Deadline** 04/19/2022 by 5:00 PM  
**Buyer Premium Y/N** Yes

**Auction Location** www.mccurdy.com  
**Auction Start Time** 2:00 PM  
**1 - Open End Time**  
**Broker Registration Req** Yes

## TERMS OF SALE

**Terms of Sale** See Associated Documents.

## PERSONAL PROPERTY

**Personal Property**

## ADDITIONAL PICTURES



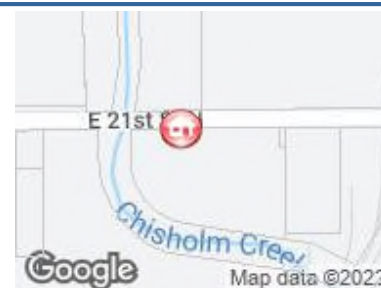
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## ALL FIELDS CUSTOMIZABLE



**MLS #** 609136  
**Class** Land  
**Property Type** Vacant Lot  
**County** Sedgwick  
**Area** 430  
**Address** 3.33 +/- Acres 21st St.  
**Address 2** Parcel 2  
**City** Wichita  
**State** KS  
**Zip** 67214  
**Status** Active  
**Contingency Reason**  
**Asking Price** \$0  
**For Sale/Auction/For Rent** Auction  
**Associated Document Count** 7



## GENERAL

|                                               |                                                        |                                   |              |
|-----------------------------------------------|--------------------------------------------------------|-----------------------------------|--------------|
| <b>List Agent - Agent Name and Phone</b>      | BRADEN MCCURDY - OFF: 316-683-0612                     | <b>List Date</b>                  | 3/15/2022    |
| <b>List Office - Office Name and Phone</b>    | McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600 | <b>Realtor.com Y/N</b>            | Yes          |
| <b>Co-List Agent - Agent Name and Phone</b>   |                                                        | <b>Display on Public Websites</b> | Yes          |
| <b>Co-List Office - Office Name and Phone</b> |                                                        | <b>Display Address</b>            | Yes          |
| <b>Showing Phone</b>                          | 1-800-301-2055                                         | <b>VOW: Allow AVM</b>             | Yes          |
| <b>Zoning Usage</b>                           | Industrial                                             | <b>VOW: Allow 3rd Party Comm</b>  | Yes          |
| <b>Parcel ID</b>                              | 08712-2-09-0-22-01-004.01                              | <b>Sub-Agent Comm</b>             | 0            |
| <b>Number of Acres</b>                        | 3.33                                                   | <b>Buyer-Broker Comm</b>          | 3            |
| <b>Price Per Acre</b>                         | 0.00                                                   | <b>Transact Broker Comm</b>       | 3            |
| <b>Lot Size/SqFt</b>                          | 145054                                                 | <b>Variable Comm</b>              | Non-Variable |
| <b>School District</b>                        | Wichita School District (USD 259)                      | <b>Virtual Tour Y/N</b>           |              |
| <b>Elementary School</b>                      | Irving                                                 |                                   |              |
| <b>Middle School</b>                          | Marshall                                               |                                   |              |
| <b>High School</b>                            | North                                                  |                                   |              |
| <b>Subdivision</b>                            | NONE                                                   |                                   |              |
| <b>Legal</b>                                  |                                                        |                                   |              |

## DIRECTIONS

**Directions** E. 21st St. N. & N. Broadway - East to Property.

## FEATURES

|                            |                               |                             |                        |
|----------------------------|-------------------------------|-----------------------------|------------------------|
| <b>SHAPE / LOCATION</b>    | <b>IMPROVEMENTS</b>           | <b>FLOOD INSURANCE</b>      | <b>LOCKBOX</b>         |
| Irregular                  | None                          | Required                    | None                   |
| <b>TOPOGRAPHIC</b>         | <b>OUTBUILDINGS</b>           | <b>SALE OPTIONS</b>         | <b>AGENT TYPE</b>      |
| Level                      | None                          | None                        | Sellers Agent          |
| <b>PRESENT USAGE</b>       | <b>MISCELLANEOUS FEATURES</b> | <b>EXISTING FINANCING</b>   | <b>OWNERSHIP</b>       |
| None/Vacant                | None                          | Other/See Remarks           | Individual             |
| <b>ROAD FRONTAGE</b>       | <b>DOCUMENTS ON FILE</b>      | <b>PROPOSED FINANCING</b>   | <b>TYPE OF LISTING</b> |
| City                       | Ground Water Addendum         | Other/See Remarks           | Excl Right w/o Reserve |
| <b>UTILITIES AVAILABLE</b> | Photographs                   | <b>POSSESSION</b>           | <b>BUILDER OPTIONS</b> |
| Electricity                |                               | At Closing                  | Open Builder           |
| Natural Gas                |                               | <b>SHOWING INSTRUCTIONS</b> |                        |
| Public Water               |                               | Call Showing #              |                        |
| Public Sewer               |                               |                             |                        |

## FINANCIAL

**Assumable Y/N** No  
**General Taxes** \$3,312.71  
**General Tax Year** 2021  
**Yearly Specials** \$8.49  
**Total Specials** \$8.49  
**HOA Y/N** No  
**Yearly HOA Dues**  
**HOA Initiation Fee**  
**Earnest \$ Deposited With** Security 1st Title

**MARKETING REMARKS**

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**MARKETING REMARKS**

**AUCTION**

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|                             |                       |                                |                 |
|-----------------------------|-----------------------|--------------------------------|-----------------|
| <b>Auction Date</b>         | 4/5/2022              | <b>Auction Location</b>        | www.mccurdy.com |
| <b>Auction Offering</b>     | Real Estate Only      | <b>Auction Start Time</b>      | 2:00 PM         |
| <b>1 - Open for Preview</b> |                       | <b>1 - Open End Time</b>       |                 |
| <b>Broker Reg Deadline</b>  | 04/19/2022 by 5:00 PM | <b>Broker Registration Req</b> | Yes             |
| <b>Buyer Premium Y/N</b>    | Yes                   |                                |                 |

**TERMS OF SALE**

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**Terms of Sale** See Associated Documents.

**PERSONAL PROPERTY**

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**Personal Property**

**ADDITIONAL PICTURES**

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**DISCLAIMER**

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## ALL FIELDS CUSTOMIZABLE



**MLS #** 609138  
**Class** Land  
**Property Type** Vacant Lot  
**County** Sedgwick  
**Area** 430  
**Address** 7.42 +/- Acres at 20th St.  
**Address 2** Parcel 3  
**City** Wichita  
**State** KS  
**Zip** 67214  
**Status** Active  
**Contingency Reason**  
**Asking Price** \$0  
**For Sale/Auction/For Rent** Auction  
**Associated Document Count** 7



## GENERAL

|                                               |                                                        |                                   |              |
|-----------------------------------------------|--------------------------------------------------------|-----------------------------------|--------------|
| <b>List Agent - Agent Name and Phone</b>      | BRADEN MCCURDY - OFF: 316-683-0612                     | <b>List Date</b>                  | 3/15/2022    |
| <b>List Office - Office Name and Phone</b>    | McCurdy Real Estate & Auction, LLC - OFF: 316-867-3600 | <b>Realtor.com Y/N</b>            | Yes          |
| <b>Co-List Agent - Agent Name and Phone</b>   |                                                        | <b>Display on Public Websites</b> | Yes          |
| <b>Co-List Office - Office Name and Phone</b> |                                                        | <b>Display Address</b>            | Yes          |
| <b>Showing Phone</b>                          | 1-800-301-2055                                         | <b>VOW: Allow AVM</b>             | Yes          |
| <b>Zoning Usage</b>                           | Industrial                                             | <b>VOW: Allow 3rd Party Comm</b>  | Yes          |
| <b>Parcel ID</b>                              | 08712-2-09-0-22-00-002.00                              | <b>Sub-Agent Comm</b>             | 0            |
| <b>Number of Acres</b>                        | 7.42                                                   | <b>Buyer-Broker Comm</b>          | 3            |
| <b>Price Per Acre</b>                         | 0.00                                                   | <b>Transact Broker Comm</b>       | 3            |
| <b>Lot Size/SqFt</b>                          | 323000                                                 | <b>Variable Comm</b>              | Non-Variable |
| <b>School District</b>                        | Wichita School District (USD 259)                      | <b>Virtual Tour Y/N</b>           |              |
| <b>Elementary School</b>                      | Irving                                                 |                                   |              |
| <b>Middle School</b>                          | Marshall                                               |                                   |              |
| <b>High School</b>                            | North                                                  |                                   |              |
| <b>Subdivision</b>                            | NONE                                                   |                                   |              |
| <b>Legal</b>                                  |                                                        |                                   |              |

## DIRECTIONS

**Directions** E. 21st St. N. & N. Broadway - South to E. 20th St. N., East to Property.

## FEATURES

|                         |                               |                           |                             |
|-------------------------|-------------------------------|---------------------------|-----------------------------|
| <b>SHAPE / LOCATION</b> | <b>UTILITIES AVAILABLE</b>    | <b>DOCUMENTS ON FILE</b>  | <b>SHOWING INSTRUCTIONS</b> |
| Irregular               | Electricity                   | Ground Water Addendum     | Call Showing #              |
| <b>TOPOGRAPHIC</b>      | Natural Gas                   | <b>FLOOD INSURANCE</b>    | <b>LOCKBOX</b>              |
| Level                   | Public Water                  | Unknown                   | None                        |
| <b>PRESENT USAGE</b>    | Public Sewer                  | <b>SALE OPTIONS</b>       | <b>AGENT TYPE</b>           |
| None/Vacant             | <b>IMPROVEMENTS</b>           | None                      | Sellers Agent               |
| <b>ROAD FRONTAGE</b>    | None                          | <b>EXISTING FINANCING</b> | <b>OWNERSHIP</b>            |
| City                    | <b>OUTBUILDINGS</b>           | Other/See Remarks         | Individual                  |
|                         | Garage                        | <b>PROPOSED FINANCING</b> | <b>TYPE OF LISTING</b>      |
|                         | <b>MISCELLANEOUS FEATURES</b> | Other/See Remarks         | Excl Right w/o Reserve      |
|                         | Other/See Remarks             | <b>POSSESSION</b>         | <b>BUILDER OPTIONS</b>      |
|                         |                               | At Closing                | Open Builder                |

## FINANCIAL

**Assumable Y/N** No  
**General Taxes** \$2,008.12  
**General Tax Year** 2021  
**Yearly Specials** \$6.81  
**Total Specials** \$6.81  
**HOA Y/N** No  
**Yearly HOA Dues**  
**HOA Initiation Fee**  
**Earnest \$ Deposited With** Security 1st Title

## MARKETING REMARKS

## MARKETING REMARKS

### AUCTION

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**Auction Date** 4/5/2022  
**Auction Offering** Real Estate Only  
**1 - Open for Preview**  
**Broker Reg Deadline** 4/19/2022 by 5:00 PM  
**Buyer Premium Y/N** Yes

**Auction Location** www.mccurdy.com  
**Auction Start Time** 2:00 PM  
**1 - Open End Time**  
**Broker Registration Req** Yes

### TERMS OF SALE

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**Terms of Sale** See Associated Documents.

### PERSONAL PROPERTY

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**Personal Property**

### ADDITIONAL PICTURES

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### DISCLAIMER

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Property Address: 515 E. 21st St. N. & Additional Lots - Wichita, KS 67214 (the "Real Estate")

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

Occupancy: ☐ Tenant-Occupied ☒ Owner-Occupied ☒ Vacant

Lease information (if applicable):

Written Lease: ☐ Yes ☐ No

Rent Amount: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

Term of Lease: ☐ Month-to-Month ☐ Fixed Expiration Date (Please provide date): \_\_\_\_\_

Tenant current on rent: ☐ Yes ☐ No

Utilities: Utility Provider/Company Utility On or Off

Electric: \_\_\_\_\_ ☐ On ☒ Off

Water & Sewer: \_\_\_\_\_ ☐ On ☒ Off

Gas/Propane: \_\_\_\_\_ ☐ On ☒ Off

Propane tank information (if applicable): ☐ Owned ☐ Leased

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

\_\_\_\_\_

Other: \_\_\_\_\_ ☐ On ☐ Off

Have any utility meters been removed? ☐ Yes ☐ No ☒ Unknown

If yes, please provide details:

\_\_\_\_\_

Separate Meters: ☐ Yes ☐ No ☐ Not applicable

If yes, please provide details (e.g. separate electric meters, one gas meter):

\_\_\_\_\_

Code Violations: ☐ Yes ☒ No ☐ Unknown

If yes, please provide details:

\_\_\_\_\_

**Homeowners Association:**

Dues Amount: \_\_\_\_\_

☐ Yearly ☐ Monthly ☐ Quarterly

Initiation Fee: \_\_\_\_\_

**Appliances Transferring with the Real Estate:**

|              |                              |                             |                               |
|--------------|------------------------------|-----------------------------|-------------------------------|
| Refrigerator | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> None |
| Dishwasher   | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> None |
| Stove/Oven   | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> None |
| Microwave    | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> None |
| Washer       | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> None |
| Dryer        | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> None |
| _____        | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> None |

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

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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"):

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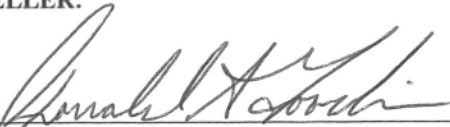
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(Remainder of this page intentionally left blank)

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

**SELLER:**

 3/8/2022  
Signature Date

Ronald A. Goodwin  
Print

\_\_\_\_\_  
Title Company

 3/8/2022  
Signature Date

Michelle Goodwin  
Print

\_\_\_\_\_  
Title Company

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

**BUYER:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date



**McCurdy**  
REAL ESTATE & AUCTION

**WATER WELL INSPECTION  
REQUIREMENTS  
City of Wichita**

Property Address: 515 E. 21st St. N. & Additional Lots - Wichita, KS 67214

1. Any property within the *City of Wichita* with 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 \_\_\_\_\_

If yes, what type? Septic \_\_\_\_\_ Lagoon \_\_\_\_\_

Location of Lagoon/Septic Access: \_\_\_\_\_

Ronald A. Goodwin

Owner

3/8/2022  
Date

Michelle Goodwin

Owner

3/8/2022  
Date

## GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

The parties are proposing the sale and purchase of certain property, commonly known as:  
515 E. 21st St. N. & Additional Lots - Wichita, KS 67214

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

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

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

\_\_\_\_ Seller has no knowledge of groundwater contamination or other environmental concerns;  
or  
☒ Known groundwater contamination or other environmental concerns are:

North Industrial Corridor

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

☒ Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or

\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

### BUYER'S ACKNOWLEDGMENT (please complete c below)

(c) \_\_\_\_ Buyer has received copies of all information, if any, listed above. (initial)

### CERTIFICATION

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

Ronald A. Goodwin 3/18/2022  
Seller Date

\_\_\_\_\_  
Buyer Date

Michelle Goodwin 3/18/2022  
Seller Date

\_\_\_\_\_  
Buyer Date

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## CALL BEFORE YOU WIRE FUNDS

### PROTECT YOUR MONEY WITH THESE TWO STEPS

1. At the first meeting with your Realtor®, obtain the phone number of your real estate agent and your escrow officer.
2. PRIOR to wiring funds, call the known phone number to speak directly with your escrow officer to confirm wire instructions.

### WHAT TO EXPECT FROM SECURITY 1<sup>ST</sup> TITLE WHEN YOU WIRE FUNDS.

1. To protect your business and customer's information, we will only provide wire instructions to the customer.
2. We will NOT randomly send wire instructions without a request from the customer.
3. We will NOT provide wire instructions if we do not have a signed **Wire Fraud Alert Form** for the party requesting the wire instructions.
4. We will NOT change the wire instructions in the middle of the transaction.
5. If a Buyer/Seller does receive wire instructions:
  - Wire instructions will be given verbally over the phone or sent securely via secured email.
  - The customer needs to verify our phone number at a trusted source like our website, security1st.com
  - Before sending funds, they need to call the verified office number to verify the wire instructions.

**NEVER WIRE FUNDS WITHOUT FIRST CALLING A KNOWN NUMBER FOR YOUR ESCROW OFFICER  
TO CONFIRM THE WIRE INSTRUCTIONS. DO NOT RELY ON EMAIL COMMUNICATIONS.**

The undersigned, hereby authorizes Security 1<sup>st</sup> Title to communicate regarding my real estate closing transaction via electronic communications (cell phone number, e-mail or text message). I understand that this means Security 1<sup>st</sup> Title will only communicate with me via the authorized cell phone number and email address listed below.

I also acknowledge receipt of this notice and the risks associated with, and the vulnerabilities of electronic transfer of funds. The undersigned further agree that if electronic transfer of funds is utilized in this transaction, they hereby hold Security 1<sup>st</sup> Title harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of said funds and/or any other damage relating to the conduct of third parties influencing the implementation of transfer instructions.

\_\_\_\_\_  
Buyer/Seller Name

\_\_\_\_\_  
Buyer/Seller Name

\_\_\_\_\_  
Authorized Email Address

\_\_\_\_\_  
Authorized Email Address

\_\_\_\_\_  
Authorized Phone Number

\_\_\_\_\_  
Authorized Phone Number

\_\_\_\_\_  
Property Address

\_\_\_\_\_  
File Number

FOR MORE INFORMATION ON WIRE-FRAUD SCAMS OR TO REPORT AN INCIDENT, PLEASE REFER TO THE FOLLOWING LINKS:

**Federal Bureau of Investigation:** <http://www.fbi.gov>

**Internet Crime Complaint Center:** <http://www.ic3.gov>



**Wichita-Sedgwick County Metropolitan Area Planning Department**

December 15, 2009

Johnny Stevens  
1223 N. Rock Rd., Bldg H-200  
Wichita, KS 67206

Webb Road Development, Inc.  
PO Box 782257  
Wichita, KS 67278

**RE: CON2009-00032** - City Conditional Use for a Wrecking and Salvage yard in GI General Industrial ("GI") zoning, generally located south of 21st Street North and east of Topeka Avenue.

Dear Ladies and Gentlemen:

At its regular meeting on **December 15, 2009**, the Wichita City Council considered the above captioned request. The action of the MAPC was to **APPROVE** the request, subject to the following conditions:

1. The Conditional Use shall permit the torch cutting, crushing, shearing, baling, shredding, storage and shipping of motor vehicles, appliances and other industrial scrap materials.
2. The site shall be developed and operated in compliance with all of the conditions of UZC, Art III, Sec. III-D.6.e, including the use of approved fencing or wall materials, and the approved site plan.
3. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.
4. Stored materials, containers or bales shall be stored on a surface approved by the Office of Central Inspection.
5. A revised site plan addressing the conditions of approval shall be approved by the Planning Director prior to the beginning of the operation.

The Industrial Locational Guidelines of the Comprehensive Plan recommend that industrial uses should be located in close proximity to support services and provide good access to major arterials, truck routes, belt highways, utility trunk lines, along railroads, near airports and as extensions of existing industrial uses; the site has access to railroad and an arterial in an industrial area with similar uses. Industrial uses should be located away from existing or planned residential areas, and sited so as not to generate travel through less intensive land uses. The proposed site is located away from existing or planned residential areas and should not generate traffic through residential areas.

The site is located within the *21<sup>st</sup> Street North Corridor Revitalization Plan*. The Plan's 20 (+)-year land use plan shows the site's to be located in the General Industrial category. The General Industrial category is for heavy industrial uses that are rail dependent; the proposed use fits into this category.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to the following conditions:

1. The Conditional Use shall permit the torch cutting, crushing, shearing, baling, shredding, storage and shipping of motor vehicles, appliances and other industrial scrap materials.
2. The site will be open Monday - Friday, 7:30 A.M. – 5:00 P.M.
3. The site shall be developed and operated in compliance with all of the conditions of UZC, Art III, Sec. III-D.6.e, including the use of approved fencing or wall materials, and the approved site plan.
4. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.
5. Stored materials, containers or bales shall be stored on a surface approved by the Office of Central Inspection.
6. A revised site plan addressing the conditions of approval shall be approved by the Planning Director prior to the beginning of the operation.
7. No scrap vehicles or scrap metal/appliances waiting to be processed shall be visible from ground-level view from any public right-of-way or abutting properties.
8. Storage of all of scrap materials (vehicles, metals, appliances, etc., including bales of the just mentioned) waiting to be processed and the containers they are stored in shall organized and be installed in an orderly manner, including an exposed perimeter, as specified by Environmental Services to prevent rodent harborage and breeding.

9. The applicant shall maintain at all times an active program for the eradication and control of rodents.
10. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.
11. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.
12. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.
13. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.
14. The applicant shall implement a drainage plan approved the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.
15. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of the storage of scrap metal waiting to be processed and storage of the scrap metal bales.
16. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

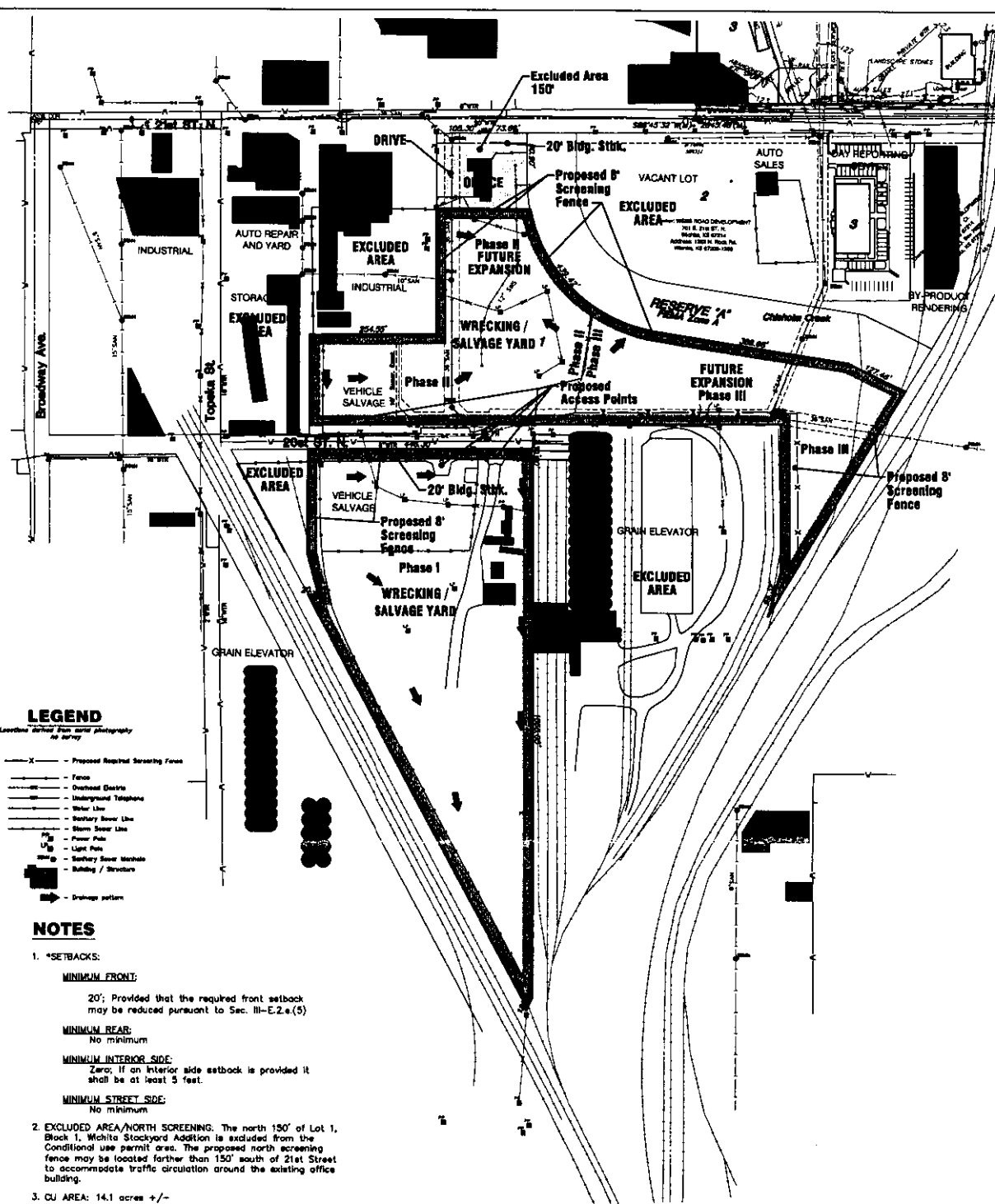
The staff's recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The area around the site is zoned G1. Development along 21<sup>st</sup> Street from Broadway Avenue to I-135, consist of auto salvage yards, metal recycling yards, junk yards, whole used tires, office – warehouse, used car sales, auto repair, a day reporting center

(CON2001-56), old self storage, vacant land and empty buildings. There are also grain elevators in the area that are active. The 1997, 2000, 2003 and 2006 aerials show junk yards and auto salvage yards of varying sizes in the area. There are active railroad tracks throughout the area, including one that separates Broadway Avenue from this area.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned GI. A wrecking and salvage yard may be permitted with a Conditional Use in the GI zoning district, with the minimum conditions as listed in the UZC, Art III, Sec III-D.6.e. The site, as proposed, appears to conform to these minimum conditions: it does not abut an arterial street, expressway, or freeway (it is setback 150 feet from 21<sup>st</sup> Street North, an arterial street); the area has other wrecking and salvage yards; and it will have a minimum of an 8-foot tall solid, metal fence around it.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Detrimental effects on nearby property should be minimized by the recommended conditions of approval, which include screening. There are other wrecking or salvage yards in the area, so the proposed use is not introducing a new use to the area, which includes metal recycling yards, junk yards, wholesale used tires, office – warehouse, used car sales, auto repair, a day reporting center (CON2001-56, the most recent development in the area), old self storage, vacant land and empty buildings.
4. Conformance of the requested change to adopted or recognized Plans/Policies: The *2030 Wichita Functional Land Use Guide* of the Comprehensive Plan classifies the general location as appropriate for “Processing Industry” development; a wrecking/salvage yard is an appropriate use for this classification. There are numerous junk yards and auto salvage yards in this area that are not in compliance with the current UZC, with some being in the area since at least 1997. The Industrial Locational Guidelines of the Comprehensive Plan recommend that industrial uses should be located in close proximity to support services and provided good access to major arterials, truck routes, belt highways, utility trunk lines, along railroads, near airports and as extensions of existing industrial uses; the site has access to railroad and an arterial in an industrial area with similar uses. Industrial uses should be located away from existing or planned residential areas, and sited so as not to generate travel through less intensive land uses. The proposed site is located away from existing or planned residential areas and should not generate traffic through residential areas. The *21<sup>st</sup> Street North Corridor Revitalization Plan 20 Year Land Use Plan* map depicts this location as appropriate for General Industrial uses that include heavy industry that is rail dependent.
5. Impact of the proposed development on community facilities: All utilities are available to the site. The use of this property should have limited impact on community facilities, with the exception of the impact on 21<sup>st</sup> and 20<sup>th</sup> Streets

North. 21<sup>st</sup> is a paved, curbed major arterial and 20<sup>th</sup> is a dirt and gravel local street with 30-50' of ROW. The site is also located within the *21<sup>st</sup> Street North Corridor Revitalization Plan's* "Central Sub-Area." This area has extensive existing ground water contamination, which requires monitoring.



# LEGEND

Legend Detail Plan and Photography  
of survey

- Proposed Required Screening Fence
- Fence
- Overhead Electric
- Underground Telephone
- Water Line
- Sanitary Sewer Line
- Storm Sewer Line
- Power Pole
- Light Pole
- Sanitary Sewer Manhole
- Building / Structure
- Drainage pattern

## NOTES

### 1. \*SETBACKS:

#### MINIMUM FRONT:

20'; Provided that the required front setback may be reduced pursuant to Sec. III-E.2.e.(5)

#### MINIMUM REAR:

No minimum

#### MINIMUM INTERIOR SIDE:

Zero; If an interior side setback is provided it shall be at least 5 feet.

#### MINIMUM STREET SIDE:

No minimum

2. EXCLUDED AREA/NORTH SCREENING: The north 150' of Lot 1, Block 1, Wichita Stockyard Addition is excluded from the Conditional use permit area. The proposed north screening fence may be located farther than 150' south of 21st Street to accommodate traffic circulation around the existing office building.

3. CU AREA: 14.1 acres +/-

4. EXISTING USE: Vehicle Storage / Impound, Vehicle Sales, and Vacant Lot

### 5. ZONING:

Existing: General Industrial

\* ALL SETBACKS ACCORDING TO:  
ART II, ZONING DISTRICT STANDARDS,  
SEC. III-C, SPECIAL PURPOSE/OVERLAY DISTRICTS  
(PUD, PLANNED UNIT DEVELOPMENT)

### 6. PHASES USE AREAS:

Phase I South of 20th St.  
Phase II South of 21st St. to 20th St.;  
except east most property  
Phase III Remaining balance of property

## LEGAL DESCRIPTION

Lot 1, Block 1, except the north 150 feet, Wichita Stockyard Addition, an addition to Wichita, Sedgewick County, Kansas, TOGETHER WITH:  
A tract in the Northwest Quarter of Section 9, Township 27 South, Range 1 East of the 6th Principal Meridian, Sedgewick County, Kansas, described as:  
BEGINNING 546.7 feet east and 461.7 feet south of the Northwest Corner of Section 9; thence east along a line parallel to the north line of said Section 9, a distance of 446.1 feet; thence south along a line parallel to the west line of said Section 9, a distance of 30 feet; thence east along a line parallel to the north line of said Section 9, a distance of 3 feet; thence south along a line parallel to the west line of said Section 9, a distance of 1,066.05 feet; thence along a line forming an angle of 76 degrees, 15 minutes to the left from the above course a distance of 5 feet, more or less, to the west line of the right of way of the Missouri Pacific Railway Company; thence in a southerly direction along the west line of said right of way to the point of intersection of said west line of said right of way and the east line of the right of way of the Nichols, Topka and Santa Fe Railway Company a distance of 933.15 feet; thence east along a line parallel to the north line of said Section 9, a distance of 20.35 feet; thence in a southerly direction with an angle to the right of seventy-five degrees, 27 minutes a distance of 87.95 feet; thence north with a deflection angle to the right of fourteen degrees, thirty-nine minutes a distance of 220.8 feet to the PLACE OF BEGINNING.

The above collectively containing 14.1 acres more or less.



SCALE: 1" = 200'

DATE: Oct. 22nd, 2009

**CONDITIONAL USE PLAN**

**CON2009-32**

**WRECKING & SALVAGE FACILITY**

OWNER/DEVELOPER:

Webb Road Development Inc.

Bldg. E Suite 100, 1223 N. Rock Rd.

Wichita, KS 67206-1269

316-636-2100

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.

411 N. WEBB ROAD  
WICHITA, K.S. 67204  
316-636-2100

**RE: CON2009-00032** - City Conditional Use for a Wrecking and Salvage yard in GI General Industrial ("GI") zoning, generally located south of 21st Street North and east of Topeka Avenue.

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December 15, 2009

6. No scrap vehicles or scrap metal/appliances waiting to be processed shall be visible from ground-level view from any public right-of-way or abutting properties.
7. Storage of all of scrap materials (vehicles, metals, appliances, etc., including bales of the just mentioned) waiting to be processed and the containers they are stored in shall be organized and be installed in an orderly manner, including an exposed perimeter, as specified by Environmental Services to prevent rodent harborage and breeding.
8. The applicant shall maintain at all times an active program for the eradication and control of rodents.
9. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.
10. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.
11. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.
12. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.
13. The applicant shall implement a drainage plan approved by the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.
14. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of the storage of scrap metal waiting to be processed and storage of the scrap metal bales.
15. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies

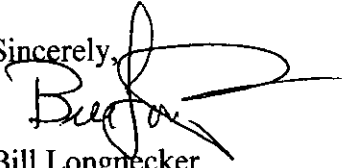
**RE: CON2009-00032** - City Conditional Use for a Wrecking and Salvage yard in GI General Industrial ("GI") zoning, generally located south of 21st Street North and east of Topeka Avenue.

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December 15, 2009

set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

Sincerely,

  
Bill Longnecker  
Senior Planner  
Current Plans Division

WL:mc

Copies to: MKEC Engineering Consultants, C/O Gene Rath, 411 N Webb Road, Wichita, KS 67206  
El Pueblo, Alejandro Calderon, 1623 S. Emporia, Wichita, KS 67211  
Historic Midtown Citizens Assoc., Dan Fitzgerald, 1150 N. Broadway, Wichita, KS 67214  
McAdams, Paula Givens, 1228 N. Mathewson St., Wichita, KS 67214  
Occupant, Holleicke-Perrin Tires, 2039 N. Broadway, Wichita, KS 67214  
Sanh Chi Chung, China Market, 2056 N. Broadway, Wichita, KS 67214  
J. Galindo, Galindos Fashion, 2108 N. Broadway, Wichita, KS 67214  
Occupant, Jabara Carpet Outlet, Inc., 1816 N. Broadway, Wichita, KS 67214  
Linda Weis-Evergreen, L.S. Industries, 710 E. 17<sup>th</sup> St., Wichita, KS 67214  
Bud Palmer, 2305 N. Broadway, Wichita, KS 67214  
Andrew Bias, 2145 N. Topeka, Wichita, KS 67214  
B. Mayer, 2039 N. Topeka, Wichita, KS 67214  
Sheldon Kamen, 2107 N. Broadway, Wichita, KS 67214  
El De Oros, 2113 N. Broadway, Wichita, KS 67214  
WCC VI, Janet Miller, Mail Stop 1-13  
N.A. VI, Terri Dozal, Mail Stop 1-135  
Julianne Kallman, Engineering, Mail Stop 1-71  
Kay Johnson, Director Environmental Services, Mail Stop 7-12  
Kurt Schroeder, Superintendent – OCI, Mail Stop 1-72

RESOLUTION No. 09-387

A RESOLUTION AUTHORIZING A CONDITIONAL USE PERMIT FOR A WRECKING/SALVAGE YARD, ON APPROXIMATELY 14.7-ACRES ZONED GI GENERAL INDUSTRIAL ("GI"), GENERALLY LOCATED SOUTH OF 21<sup>ST</sup> STREET NORTH AND EAST OF TOPEKA AVENUE, IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975, AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS:

**SECTION 1.** That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, a Conditional Use to permit a Wrecking/Salvage Yard on approximately 14.7-acres zoned GI General Industrial ("GI") legally described below:

**Case No. CON2009-00032**

A Conditional Use Permit to allow a Wrecking/Salvage Yard, on approximately 14.7-acres zoned GI General Industrial ("GI") described as:

Lot 1, Block 1, Wichita Stockyard Addition, an addition to Wichita, Sedgwick County, Kansas, TOGETHER WITH,

A tract in the Northwest Quarter of Section 9, Township 27 South, Range 1 East of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas, described as:

BEGINNING 546.7 feet east and 661.7 feet south of the Northwest Corner of Section 9; thence east along a line parallel to the north line of said Section 9, a distance of 446.3 feet; thence south along a line parallel to the west line of said Section 9, a distance of 30 feet; thence east along a line parallel to the north line of Section 9, a distance of 3 feet; thence south along a line parallel to the west line of said Section 9, a distance of 1,066.05 feet; thence along a line forming an angle of 26 degrees, 15 minutes to the left from the above course a distance of 5 feet, more or less, to the west line of the right of way of the Missouri Pacific Railway Company; thence in a southwesterly direction along the west line of said right of way to the point of intersection of said west line of said right of way and the east line of the right of way of the Atchison, Topeka and Santa Fe Railway Company a distance of 933.15 feet; thence east along a line parallel to the north line of said Section 9, a distance of 20.35 feet; thence in a northwesterly direction with an angle to the right of seventy-five degrees, 27 minutes a distance of 87.95 feet; thence north with a deflection angle to the right of fourteen degrees, fifty-nine minutes a distance of 220.8 feet to the PLACE OF BEGINNING; Generally located south of 21<sup>st</sup> Street North and east of Topeka Avenue.

**SUBJECT TO THE FOLLOWING CONDITIONS:**

1. The Conditional Use shall permit the torch cutting, crushing, shearing, baling, shredding, storage and shipping of motor vehicles, appliances and other industrial scrap materials.

2. The site shall be developed and operated in compliance with all of the conditions of UZC, Art III, Sec. III-D.6.e, including the use of approved fencing or wall materials, and the approved site plan.
3. Employee parking spaces shall be provided per the UZC on an area paved with asphalt or concrete.
4. Stored materials, containers or bales shall be stored on a surface approved by the Office of Central Inspection.
5. A revised site plan addressing the conditions of approval shall be approved by the Planning Director prior to the beginning of the operation.
6. No scrap vehicles or scrap metal/appliances waiting to be processed shall be visible from ground-level view from any public right-of-way or abutting properties.
7. Storage of all of scrap materials (vehicles, metals, appliances, etc., including bales of the just mentioned) waiting to be processed and the containers they are stored in shall be organized and be installed in an orderly manner, including an exposed perimeter, as specified by Environmental Services to prevent rodent harborage and breeding.
8. The applicant shall maintain at all times an active program for the eradication and control of rodents.
9. Weeds shall be controlled within the subject property and adjacent to and along the outside perimeter of the screening fence.
10. Any locking devices on entrance gates shall meet Fire Department requirements. Access to and within the site shall be provided by fire lanes per the direction and approval of the Fire Department.
11. Access to the subject property shall be provided for on-going inspections of the site for groundwater and soil contaminants by Environmental Services and other applicable governmental agencies. If the inspections determine it to be necessary, the applicant shall be required to install monitoring wells and/or perform soil testing on the property to monitor the quality of groundwater and/or soil, and shall pay the cost of an annual groundwater and/or soil test for contaminants as designated by the Environmental Services.
12. Notification shall be given to Environmental Services of any on-site storage of fuels, oils, chemicals, or hazardous wastes or materials. A disposal plan for fuels, oils, chemicals, or hazardous wastes or materials shall be placed on file with Environmental Services. All manifests for the disposal of fuels, oils, chemicals, or hazardous wastes or materials must be kept on file at the site and available for review by the Environmental Services.
13. The applicant shall implement a drainage plan approved by the City Engineer prior to the commencement of operations that minimizes non-point source contamination of surface and ground water.
14. The applicant shall obtain and maintain all applicable local, state, and federal permits necessary for the operation of the storage of scrap metal waiting to be processed and storage of the scrap metal bales.

15. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

**SECTION 2.** That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

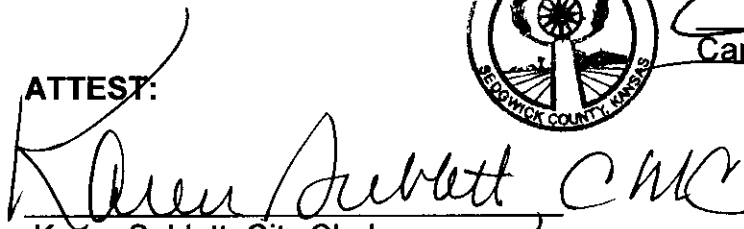
**SECTION 3.** That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date

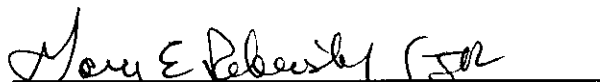
December 15, 2009

  
Carl Brewer, Mayor

ATTEST:

  
Karen Sublett, City Clerk

Approved as to form:

  
Gary E. Rebenstorf, City Attorney

## STAFF REPORT

MAPC November 5, 2009  
DAB VI November 2, 2009

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**CASE NUMBER:** CON2009-00032

**APPLICANT/AGENT:** Webb Road Development (Owner/Applicant), c/o Johnny Stevens  
MKEC Engineering Co., c/o Gene Rath (Agent)

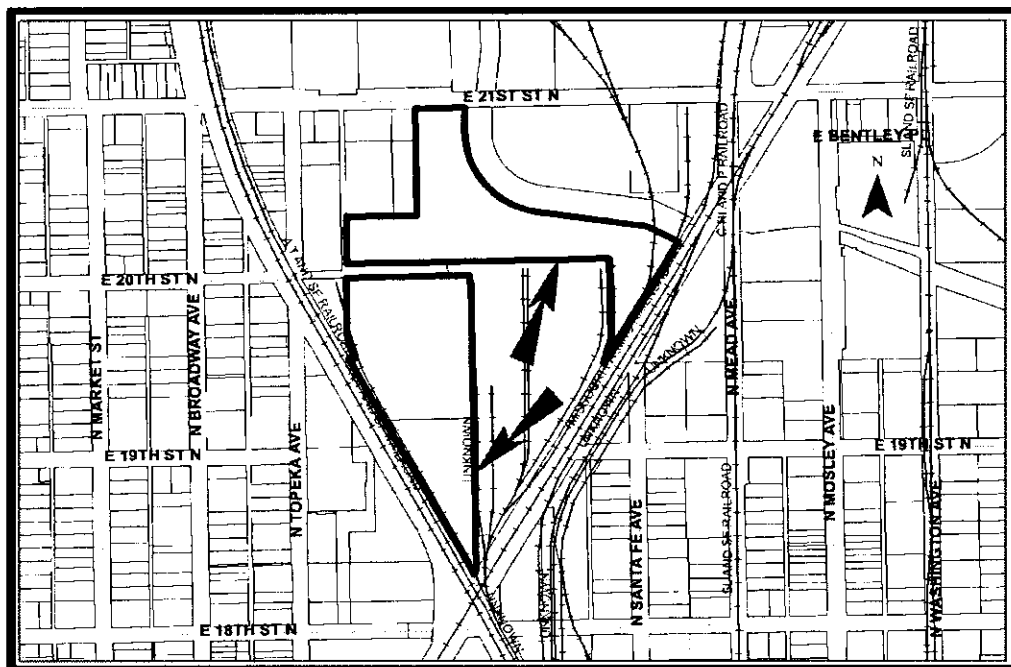
**REQUEST:** Conditional Use for a Wrecking/Salvage Yard

**CURRENT ZONING:** GI General Industrial ("GI")

**SITE SIZE:** 14.7-acres

**LOCATION:** Generally located south of 21<sup>st</sup> Street North, east of Topeka Avenue

**PROPOSED USE:** Crushing and shipping of motor vehicles and storage and shipping of industrial scrap metal



**BACKGROUND:** The applicant is requesting a Conditional Use to permit wrecking and salvage on the GI General Industrial ("GI") zoned 14.7-acre site located south of 21<sup>st</sup> Street, between Topeka and Mead Streets. The applicant proposes to reduce the salvaged material/metal by torch cutting and crushing, and then bale, store and ship the scrap material/metal. A mobile shear may be added later. Shipping off of the site will be done by truck and rail. The applicant does not propose to sell vehicle parts, scrap metal or appliance parts off of the site.

The Unified Zoning Code (UZO, Art II, Sec II-B.14.r) definition of a "wrecking/salvage yard" includes the proposed use: "...a lot, land, or structure used for the collecting, dismantling, storing, and/or salvaging of machinery, equipment, appliances, inoperable vehicles, vehicle parts, bulky waste, salvage materials, junk, or discarded materials; and/or for the sale of parts thereof. Typical uses include motor vehicle salvage yards and junkyards." The UZO, Art III, Sec III-D.6.e, requires a Conditional Use for a wrecking/salvage yard in the GI zoning district, with the following conditions:

- (1) Is not abutting an arterial street, expressway, or freeway;
- (2) In the opinion of the Planning Director, will not adversely affect the character of the neighborhood; and
- (3) Is enclosed by a fence or wall not less than eight feet in height and having cracks and openings not in excess of five percent of the area of such fence.

The site plan shows an 8-foot screening fence (steel) around the entire site. The site plan shows an office located off of the north portion of the site, along 21<sup>st</sup> Street North. The office has a 3 bay door garage attached to it. The site itself is proposed to be located 150 feet south of 21<sup>st</sup> Street, thus it will not be abutting an arterial street, expressway, or freeway. The applicant proposes to install a rail spur to allow the crushed vehicles/scrap metal to be shipped off the site by train. There will be drop-offs at this site from either the public or other businesses. Open top gondola trailers and open top tractor trailers will be on the site to hold scrap for shipping. Existing light will be used and security cameras will be put around the site. The site will be open Monday - Friday, 7:30 A.M. – 5:00 P.M. and have six to eight employees on the site.

Currently the southern, unplatted portion of the site is vacant. The platted, northern portion of the site is partially filled with wrecked, inoperable automobiles/motor vehicles, some trailers and miscellaneous junk stored on the dirt, gravel and weedy storage area. There is no solid screening around this northern portion of the site or the vacant southern portion of the site. Staff could not find a previous Conditional Use for a wrecking and salvage yard on the site, however aerials of the site (from 1997 to 2008) show both the northern and southern portions of the site to have been used as a wrecking and salvage yard.

The northern and southern portions of the site are separated by 20<sup>th</sup> Street North, a local, dirt and gravel public road, with 30-50 feet of right-of-way (ROW). 20<sup>th</sup> Street crosses railroad tracks, which run along the west side of the southern portion of the site, and continues west crossing Topeka to its intersection with Broadway Avenue. Broadway is a paved, curbed, four-lane minor arterial. Topeka is a paved, two-lane

local street. 20<sup>th</sup> Street ends at the grain elevators abutting the eastern side of the southern portion of the site.

The area around the site is zoned GI. Development along 21<sup>st</sup> Street from Broadway Avenue to I-135, consists of: auto salvage yards, metal recycling yards, junk yards, wholesale used tires, office – warehouse, used car sales, auto repair, a day reporting center (CON2001-56, the most recent development in the area), old self storage, vacant land and empty buildings. Staff found no case history on the neighboring existing auto salvage yards and junk yards in the area; these facilities do not appear to be in compliance with the UZC. The 1997, 2000, 2003 and 2006 aerials show junk yards and auto salvage yards of varying sizes in the area. There are active railroad tracks throughout the area, including one that separates Broadway from this area. The Normar International Market (PUD-31) is located on the west side of Broadway.

The site is located within the *21<sup>st</sup> Street North Corridor Revitalization Plan* within its “Central Sub-Area.” The Plan’s 20 (+)-year land use plan shows the site’s to be located in the General Industrial category. The General Industrial category is for heavy industrial uses that are rail dependent; the proposed use fits into this category.

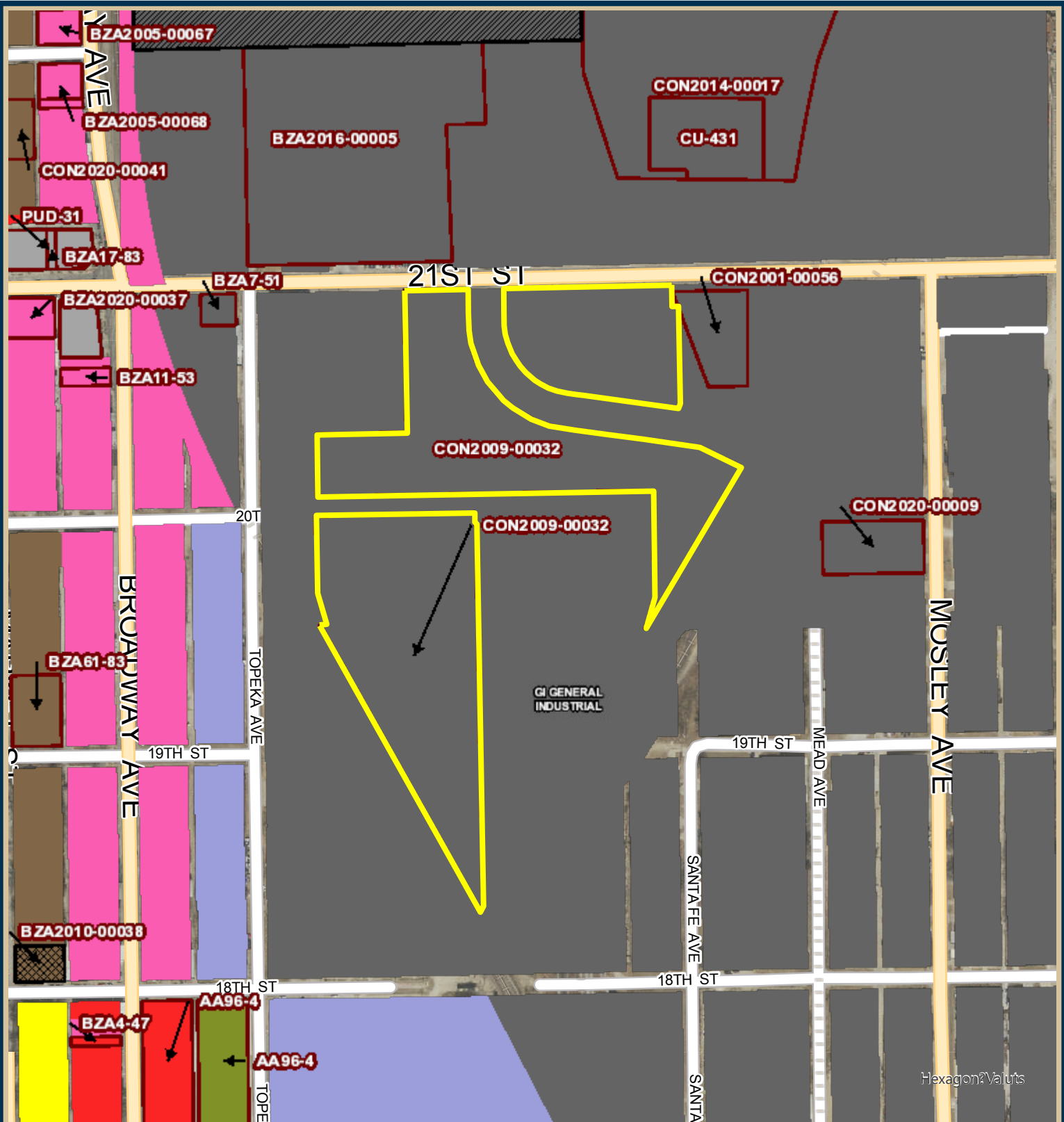
**CASE HISTORY:** The northern portion of the site was recorded as Lot 1, Block 1, the Wichita Stockyard Addition, on December 26, 2001. The southern portion of the site is not platted.

**ADJACENT ZONING AND LAND USE:**

|        |    |                                                                                                      |
|--------|----|------------------------------------------------------------------------------------------------------|
| NORTH: | GI | Manufacturing, office-warehouse, wrecking and salvage yards/recycling                                |
| SOUTH: | GI | Railroad tracks, grain elevators                                                                     |
| EAST:  | GI | Railroad track spur, grain elevators, drainage canal, car sales, vacant land                         |
| WEST:  | GI | Railroad tracks, grain elevators, vacant land, self storage warehouse, office-warehouse-distribution |

**PUBLIC SERVICES:** The subject property has direct access to 21<sup>st</sup> and 20<sup>th</sup> Streets and a paved alley. 21<sup>st</sup> Street is a paved four-lane principle arterial, with 60 feet of ROW. 20<sup>th</sup> Street is a dirt and gravel local street with 30-50 feet of ROW. The 2030 Transportation Plan projects 21<sup>st</sup> Street to become a five-lane arterial, with new railroad and street grade separation. The Plan shows no change to 20<sup>th</sup> Street. Traffic counts along the Broadway - 21<sup>st</sup> intersection show 13,621 – 16,778 trips per day. All utilities are available to the subject site.

**CONFORMANCE TO PLANS/POLICIES:** The *2030 Wichita Functional Land Use Guide* of the Comprehensive Plan classifies the general location as appropriate for “Processing Industry” development; wrecking/salvage yards are an appropriate use for this classification. There are numerous junk yards and auto salvage yards in this area that are not in compliance with the current UZC, with some being in the area, as shown on aerials, since at least 1997.



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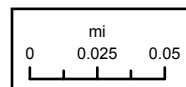
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515 E. 21st St. N. - Wichita, KS  
Zoning: GI General Industrial

Sedgwick County, Kansas



1:4,514



Legend

Flood Plain

Base Flood Approximate



Base Flood Elevations



0.2 Pct Annual Chance



0.2 PCT Annual Chance Flood H

A



A

AE



AE,

AE, FLOODWAY



AE, FLOODWAY

AH



AH

AO



AO

X - Area of Special Consideration



X AREA OF SPECIAL CONSIDER

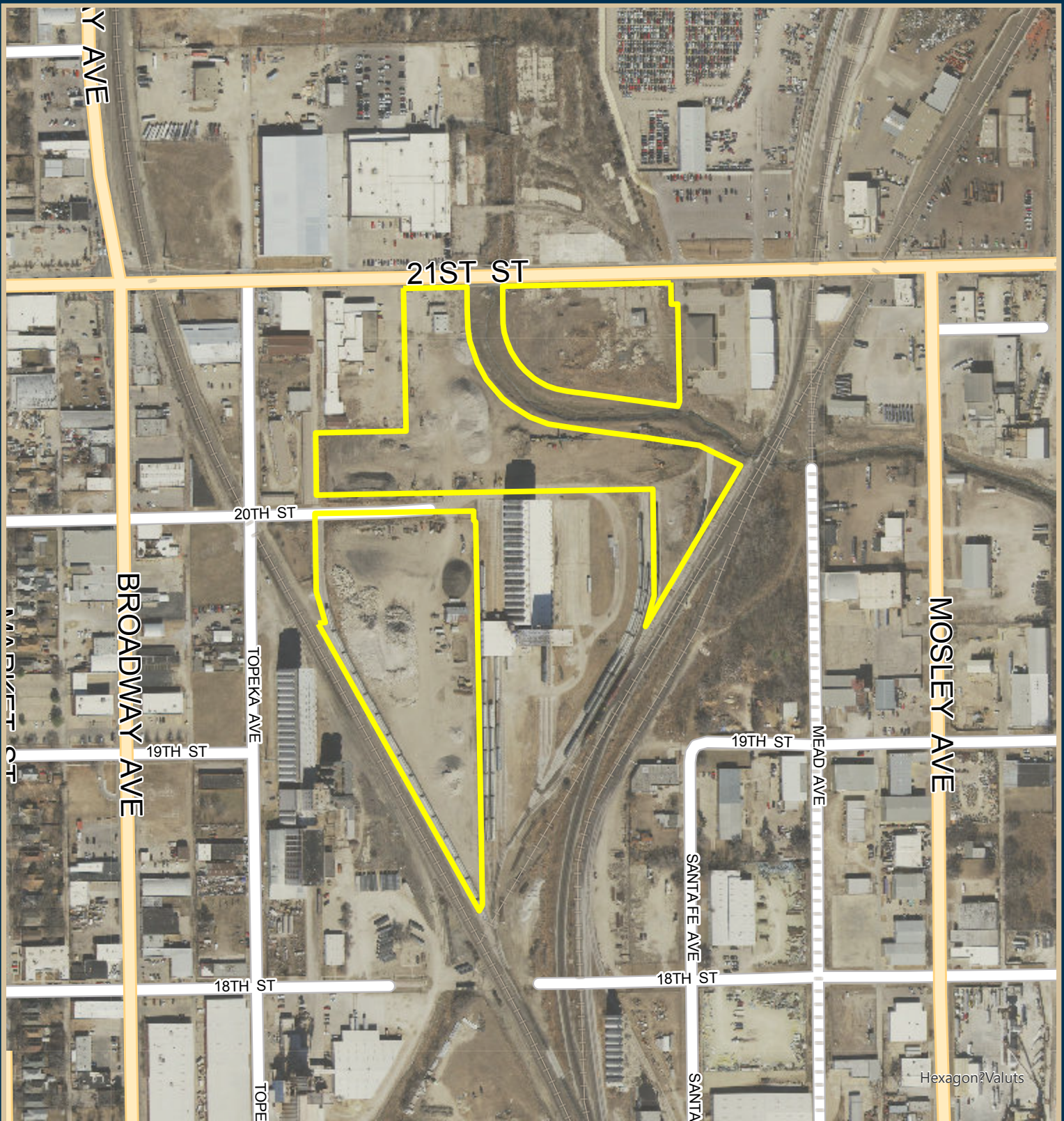
X



X,

Area Not Included





Hexagon?Valuts



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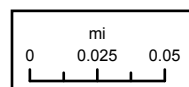
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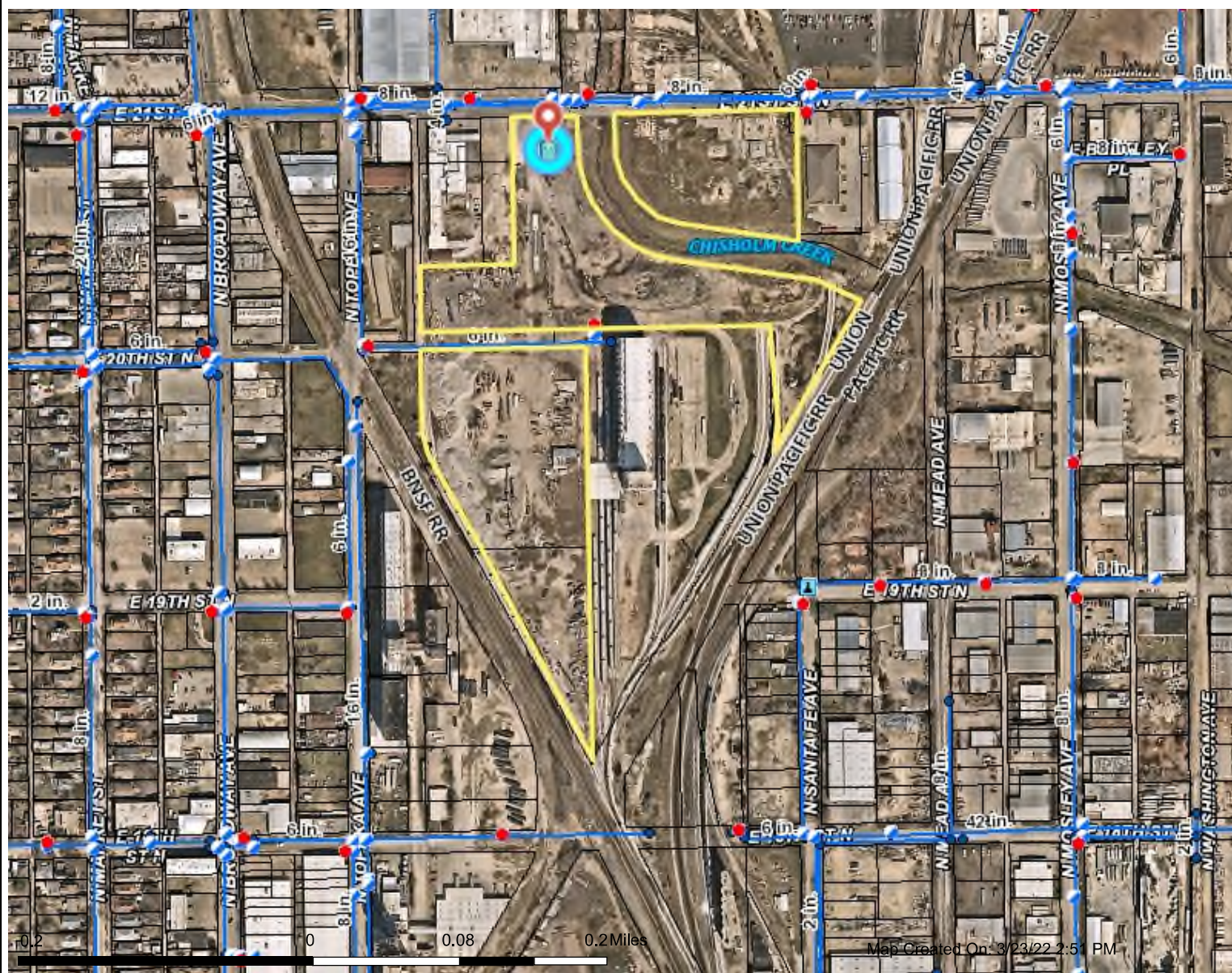
515 E. 21st St. N. - Wichita, KS

Sedgwick County, Kansas



1:4,514





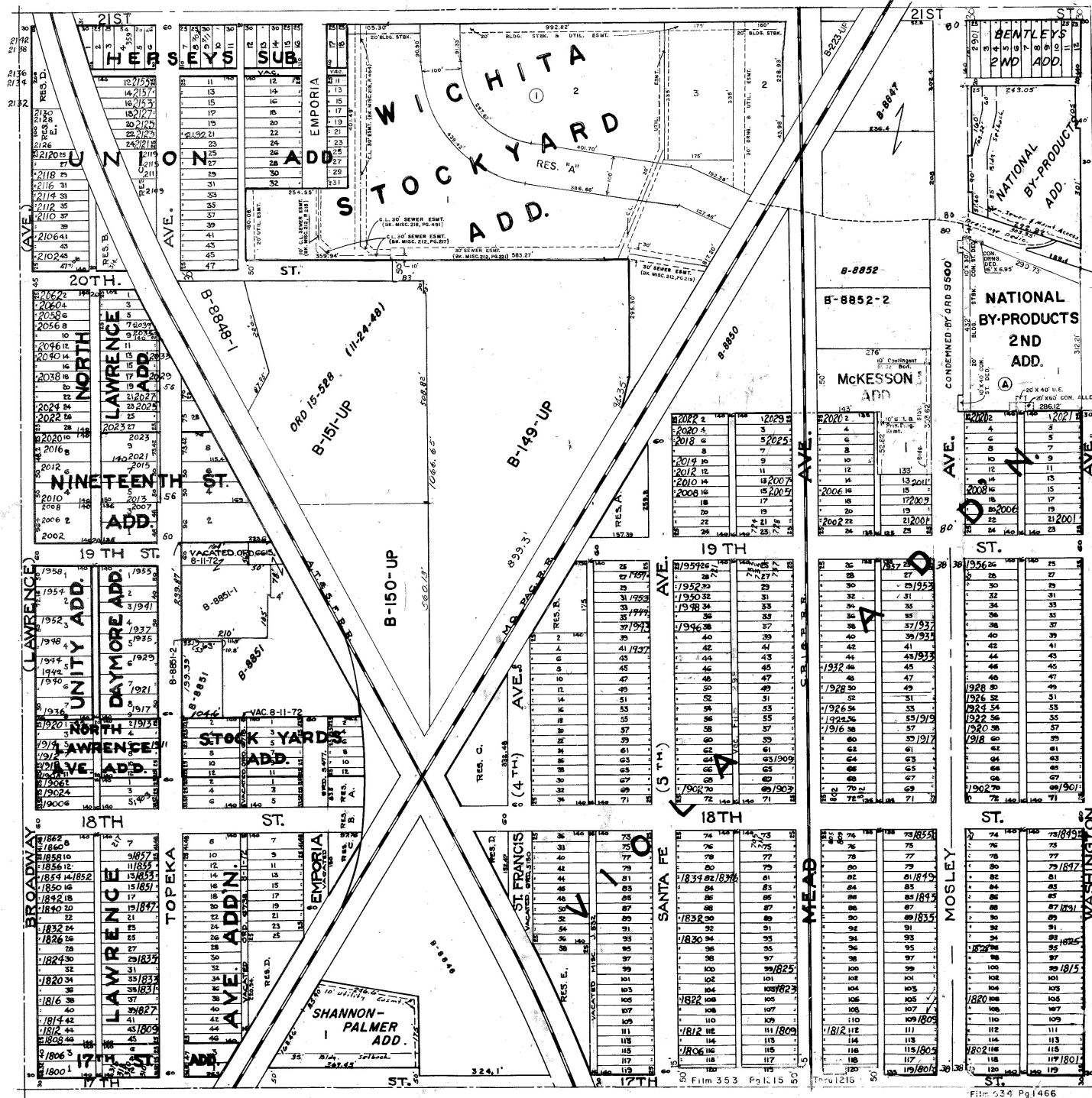
This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public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

1: 4,800



### Legend

-  Water Main Diameter
-  Sample Stations
-  Water Hydrants
-  Water Valves
-  Backflow Devices
-  Water Nodes
-  Water Mains
-  Parcels
-  Andover Parcels



## TERMS AND CONDITIONS

1. Any person who registers or bids at this auction (the “Bidder”) agrees to be bound by these Terms and Conditions and any auction announcements. 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. Auction announcements or postings take precedence over anything previously stated or printed, including these Terms and Conditions. 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.
3. The real estate offered for sale at auction (the “Real Estate”) is legally described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy Real Estate & Auction, LLC (“McCurdy”) at Bidder’s request.
4. 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 the owner of the Real Estate (the “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; 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 been provided 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.
5. 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.
6. 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.

7. Once submitted, a bid cannot be retracted.
8. There will be a 10% buyer's premium (\$1,500.00 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.
9. The Real Estate is not offered contingent upon financing.
10. 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, or immediately available, certified funds and in the amount set forth by McCurdy, by 4:00 p.m. (CST) on the business day following the auction. 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 45 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
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. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these 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 auction or components of the auction process and to use those films, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
15. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy by returning the completed Broker Registration Form no later than 5 p.m. on the business day prior to the either the auction or scheduled closing time for an online auction, as the case may be. The Broker Registration Form is available on McCurdy's website.
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 premises 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 has the right to establish all bidding increments.
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. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
21. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
22. These Terms and Conditions are binding on Bidder and on Bidder’s partners, representatives, employees, successors, executors, administrators, and assigns.
23. 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.
24. 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 online bidder account has been compromised, Bidder must immediately inform McCurdy at [auctions@mccurdy.com](mailto:auctions@mccurdy.com).
25. 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 or 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.
26. The ability to “pre-bid” or to leave 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 the particular lot is formally initiated by McCurdy.
27. In the event of issues relating to the availability or functionality of the online bidding platform during or shortly after the auction, McCurdy may, in its sole discretion, elect to suspend, pause, or extend the scheduled closing time of the auction.

28. In the event that Bidder is the successful bidder but fails to comply with Bidder's obligations as set out 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.
29. 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.
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 Bankruptcy Court, District of Kansas in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

# 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)*

