

Johnston

PLAT NO. S/D 78-109 MAP NO. 5649

NAME CURRY ADDITION

LOCATION: North side of 13th between Spruce & Madison.

ENGINEER Baughman Co.

OWNER Othello Curry, Jr., et al

APPLICATION FILED 10-9-78

SKETCH PLAT FILED 10-9-78

PRELIMINARY FILED N/A none submitted.

S/D ACTION N/A

FINAL FILED 10-9-78

S/D ACTION 10-19-78 approve

MAPC ACTION 10-26-78 Approved

BCC ACTION 11-7-78 Approved

RECORDED January 15, 1979

REMARKS Associated Z-1997

S/D 78-109 - CURRY ADDITION - No.
side of 13th St. between Spruce &
Madison, by Baughman Co.

POSTED
10-18-78

ACTION

DATE 10-19-78

S/D COMMITTEE General Approval

M.A.P.C. Approved 10-26-78

B.C.C.A.B. ~~CCAC~~ Approved 11-7-78

MADISON AVE.

SPRUCE AVE.

MADISON

SPRUCE

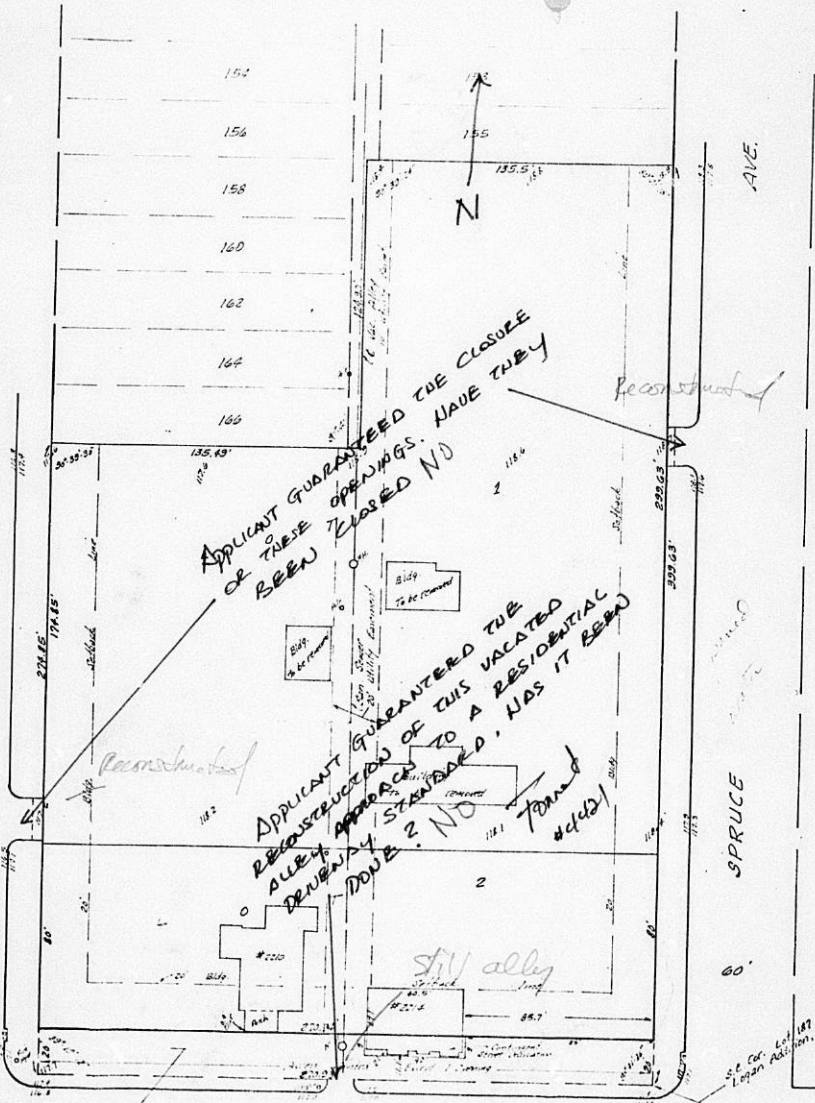
60'

60'

13TH ST.

13TH ST.

30'



APPLICANT GUARANTEED THE CLOSURE
 OF THESE OPENINGS. HAVE THEY
 BEEN CLOSED NO

APPLICANT GUARANTEED THE
 RECONSTRUCTION OF THIS VACATED
 ALLEY APPROX. TO A RESIDENTIAL
 DONE. NO STANDARD. HAS IT BEEN
 DONE. NO

still ally

See Plat 187 on
 Logan Addition, 19

January 24, 1979

Donald C. Gisick, City Clerk
Jack H. Galbraith, Chief Planner

Z-1997 - "A", "BB" & "LC" to "B"; and
✓ S/D 78-109 - Curry Addition

At the regular meeting of the Board of City Commissioners on January 3, 1978, the above captioned request for zone change was considered and approved subject to platting, and the City Clerk was instructed to withhold publication of the ordinance effectuating the zone change until such time as the plat had been recorded. The associated plat was approved by the Board of City Commissioners on November 7, 1978.

This is to advise you that the final plat of Curry Addition was recorded with the Register of Deeds on January 15, 1979 and, therefore, the ordinance effectuating the zone change may now be published.

Jack H. Galbraith
Chief Planner

JHG:el

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 78-109 Name Curry Addition
Application & Sketch Filed: 10-9-78
Preliminary Plat Filed: N/A Approved by S/D: N/A
Final Plat Filed: 10-9-78 Approved by S/D: 10-19-78
Approved by Metropolitan Area Planning Commission: 10-26-78

DESCRIPTION

General Location: North side of 13th Street between Spruce and Madison.

Surveyor or Engineer: Baughman Company
Owner: Dr. Othello Curry, Jr.
Address: 2201 E. 13th

- | | |
|--|---|
| 1. Gross Acreage of Plat <u>1.5</u> | 6. Access Control |
| 2. Number of Lots: | St. 13th Street No. Openings <u>1</u> |
| Residential <u>2</u> | St. _____ No. Openings _____ |
| Commercial _____ | St. _____ No. Openings _____ |
| Industrial _____ | 7. Req'd Improvements |
| Other _____ | St. Paving <u>not req'd</u> Water <u>req'd</u> |
| Total Number of Lots: <u>2</u> | Sidewalk <u>not req'd</u> Drainage <u>not req'd</u> |
| 3. Minimum Lot Area: <u>0.49</u> Acres | Sewer <u>not req'd</u> Other <u>closing of</u> |
| 4. Existing Zoning <u>A, BB and LC</u> | <u>driveways</u> |
| 5. Special Problems Discussed | Associated zone case approved by City |
| Commission subject to platting into one lot. The plat submitted is for | <u>2 lots.</u> |

The adjoining streets are paved and sewer and water already serve the site. Irrevocable letters of credit have been submitted guaranteeing closing of driveways on Madison and Spruce and reconstruction of the alley entrance on 13th Street to a driveway approach and water to serve Lot One.

Planning Commission Recommendation:

That this plat be approved subject to:

- The applicant shall submit a contingent easement dedication for a building which encroaches into the utility easement on Lot 1.
 - Prior to release of the plat tracing for recording the applicant shall submit a letter stating that the other building which is encroaching on the easement has been removed.
 - The applicant shall submit a contingent street dedication for the portion of 13th street on which a building is encroaching.
 - Recording of the plat within 30 days after approval by the Board of City Commissioners.
- Cole moved, Taylor seconded and it carried unanimously.

NOTE: Associated case Z-1997 "A", "BB" and "LC" has been approved by the Board of City Commissioners subject to platting. Associated alley vacation case V-0919 appears elsewhere on this same agenda.

ACTION: Receive and file the irrevocable letters of credit, accept the contingent street and easement dedications and instruct the City Clerk to file the dedications with the Register of Deeds, the filing costs of which shall be billed to the applicant; and approve the plat as approved by the Metropolitan Area Planning Commission; authorize the Mayor to sign and instruct the Planning Department to withhold release of the plat for recording until the building has been removed from the easement.

IRREVOCABLE LETTER OF CREDIT
CENTRAL BANK & TRUST
Wichita, Kansas
(Name of bank)

Date: October 27, 1978

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 5,000.00 for the account of Orbello H. Curry, Jr. (PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before November 30, 1981 (Insert date two years from MAPC approval of plat)

1. Water line - 13th & Spruce to Lot One
- 2.
- 3.

in Curry Addition, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under _____

CENTRAL BANK & TRUST, Credit No. 79, dated Oct. 27, 1978.
(Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentation of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified ~~to~~ negotiated on or before January 30, 1982.

Very truly yours,

CENTRAL BANK & TRUST
(Name of bank)

By [Signature]
(Authorized signature) Sr. Vice Pres.



IRREVOCABLE LETTER OF CREDIT
CENTRAL BANK & TRUST
Wichita, Kansas
(Name and address of bank)

Date: October 23, 1978

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 800.00 for the account of Othello H. Curry Jr. (PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before October 26, 1979 (6)
(Insert date two years from MAPC approval of plat)

1. Close curb opening on Madison and Spruce.
- 2.
- 3.

in Curry Addition, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under _____
CENTRAL BANK & TRUST, Credit No. 77, dated Oct. 23, 1978
(Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before December 26, 1979
(insert a date at least 60 days after the date on line 6)

Very truly yours,



CENTRAL BANK & TRUST
(Name of bank)

By: [Signature] Sr. Vice Pres.
(Authorized signature)

IRREVOCABLE LETTER OF CREDIT
CENTRAL BANK & TRUST
Wichita, Kansas
(Name and address of bank)

Date: October 23, 1978

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 1,000.00 for the account of Othello H. Curry Jr.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before October 26, 1980 (6)
(Insert date two years from MAPC approval of plat)

1. to reconstruct alley opening on 13th St.
- 2.
- 3.

in Curry Addition, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under _____

CENTRAL BANK & TRUST, Credit No. 76, dated Oct. 23, 1978.
(Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before December 26, 1980
(insert a date at least 60 days after the date on line 6)

Very truly yours,

CENTRAL BANK & TRUST
(Name of bank)

By: [Signature]
(Authorized signature) Sr. Vice Pres.



77

CONTINGENT DEDICATION

Whereas, Othello H. Curry, Jr., a single person, is the owner of real property which is being platted as Curry Addition, Wichita, Sedgwick County, Kansas;

Whereas, said owner is desirous of making a contingent dedication to the public for a public utility easement covering the following described property, to-wit:

Beginning at a point 125.47 feet West of the Southeast corner of Lot 2, Curry Addition, Wichita, Sedgwick County, Kansas; thence West 1.53 feet; thence North 20.5 feet; thence East 1.53 feet; thence South 20.5 feet to beginning.

Whereas, at the present time, a portion of the existing buildings is located on said property hereinabove described; and,

Whereas, it is the intention of the owner to dedicate to the public a public utility easement over the above described property, but effective in the event of certain contingencies hereinafter specified.

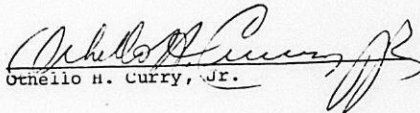
Now, Therefore, Othello H. Curry, Jr., a single person, being the legal owner of the above described property, does hereby dedicate to the public a public utility easement for the purposes of installation and maintenance of public utilities in and on the above described property; but the right of any public utility and the City of Wichita and the Board of County Commissioners of Sedgwick County, Kansas, to make use thereof as a public utility easement for the installation and maintenance of public utilities shall occur only if:

1. The presently existing portion of a building located on the above described property being dedicated is torn down, removed, or substantially destroyed by fire or other casualty.

It is understood that upon the happening of such event as above stated, that this dedication shall become, without further notice or act, in full force and effect.

It is the intent of the grantor and the owner that this contingent dedication shall be a covenant running with the land and shall be binding upon his successors and assigns and all subsequent owners of any part or parcel of said property covered by said dedication.

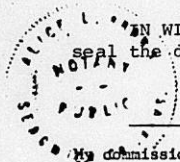
Executed this 24 day of Oct., 1978.


Othello H. Curry, Jr.

STATE OF KANSAS)
)
 SEDGWICK COUNTY)

Before me, the undersigned, a Notary Public within and for said County and State, on this 24th day of October, 1978, personally appeared Othello H. Curry, Jr., a single person, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



Alice L. Brown
Notary Public Alice L. Brown
My commission expires Jan. 31, 1982

We, the undersigned, holders of a mortgage on the above described property do hereby consent to the contingent easement granted above.

Central Bank and Trust.

By P. R. Mullen, Sr.
P. R. Mullen, Sr. Vice President

STATE OF KANSAS)
)
 SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me on this 24th day of October, 1978, by P. R. Mullen, Sr. Vice President of Central Bank and Trust. In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.



Alice L. Brown
Notary Public Alice L. Brown
My commission expires January 31, 1982

CONTINGENT DEDICATION

Whereas, Othello H. Curry, Jr., a single person, is the owner of real property which is being platted as Curry Addition, Wichita, Sedgwick County, Kansas;

Whereas, said owner is desirous of making a contingent dedication to the public for street right of way covering the following described real property, to-wit:

Beginning at a point 85 feet West of the Southeast corner of Lot 2, Curry Addition, Wichita, Sedgwick County, Kansas; thence South 9 feet; thence West 42 feet; thence North 9 feet; thence East 42 feet to beginning.

Whereas, at the present time, a portion of the existing building is located on said property being dedicated; and

Whereas, it is the intention of the owner to dedicate to the public the above described property, effective only in the event of certain contingencies hereinafter specified.

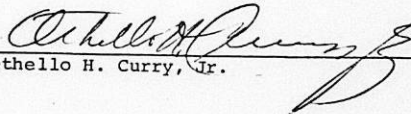
Now, Therefore, Othello H. Curry, Jr., a single person, being the legal owner of the above described property, does hereby dedicate to the public for street purposes the property hereinabove described; but the right of the public and the city of Wichita and the Board of County Commissioners of Sedgwick County, Kansas, to make use thereof for public purposes, including streets, excavation, fill, street paving, sidewalks, public utilities, and other similar street purposes shall occur only if:

1. The presently existing portion of a building located on the above described property being dedicated is torn down, removed or substantially destroyed by fire or other casualty, or
2. The right of way is need by the city of Wichita to widen 13th Street adjacent thereto.

It is understood that upon the happening of either of such events as hereinabove stated, that this dedication shall be and become without further notice or act, in full force and effect.

It is the intent of the grantor and owner that this contingent dedication shall be a covenant running with the land and shall be binding upon his successors and assigns and all subsequent owners of any part or parcel of said property covered by said dedication.

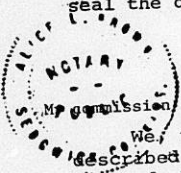
Executed this 24th day of October, 1978.


Othello H. Curry, Jr.

STATE OF KANSAS)
)
 SEDGWICK COUNTY)

Before me, the undersigned, a Notary Public within and for said County and State, on this 24th day of October, 1978, personally appeared Othello H. Curry, Jr., a single person, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



Alice L. Brown
Notary Public Alice L. Brown

We, the undersigned, holders of a mortgage on the above described property do hereby consent to the contingent easement granted above.

Central Bank and Trust

By P. R. Mullen
P. R. Mullen, Sr. Vice President

STATE OF KANSAS)
)
 SEDGWICK COUNTY)

The foregoing instrument was acknowledged before me on this 24th day of October, 1978, by P. R. Mullen, Sr. Vice President of Central Bank and Trust. In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.



Alice L. Brown
Notary Public Alice L. Brown

Received 10-25-78

Commitment No. Y-70,990

St. Paul Title Insurance Corporation

ST. PAUL TITLE INSURANCE CORPORATION, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate THREE MONTHS after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, ST. PAUL TITLE INSURANCE CORPORATION has caused this commitment to be signed and sealed by its duly authorized officers, the commitment to become valid when countersigned by an authorized signatory as of Effective Date shown in Schedule A.



ST. PAUL TITLE INSURANCE CORPORATION

BY: *James W. [Signature]*
CHAIRMAN OF THE BOARD

COUNTERSIGNED:

BY: *[Signature]*
AUTHORIZED SIGNATURE

ATTEST: *Robert [Signature]*
SECRETARY



The City of Wichita
Othello H. Curry, Jr.
ALTA COMMITMENT - 1966

SCHEDULE A

Commitment No. Y-70,900

1. Effective date: October 3, 1978 @ 7:00 A.M.

Amount
Limited to
\$ 250.00

2. Policy or Policies to be issued:

- (a) ALTA Owner's Policy Form A-1970 (Amended 10-17-70)
 ALTA Owner's Policy Form B-1970 (Amended 10-17-70)

Proposed Insured: The City of Wichita, a Municipal Corporation

(b) ALTA Loan Policy (Amended 10-17-70)

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple.

4. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:

Othello H. Curry, Jr.

5. The land referred to in this Commitment is situated in the County of Sedgwick, State of Kansas, and is described as follows:

Lots 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, and 188 on Campbell now Madison and Lots 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, and 187 on Riddell now Spruce, all in LOGAN ADDITION to Wichita, Sedgwick County, Kansas.

TO BE PLATTED AS:

CURRY ADDITION, Wichita,
Sedgwick County, Kansas

FIDELITY TITLE COMPANY, INC.

Schedule A consists of 1 pages.

TSP-113A:9/77 *em*



SCHEDULE B-I
(REQUIREMENTS)

COMMITMENT
NO. Y-70,990

1. The following are the requirements to be complied with:

A. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.

B. Instruments in insurable form which must be executed, delivered and duly filed for record.

(1) Procure and file and record a properly approved and satisfactorily executed Plat of CURRY ADDITION, Wichita, Sedgwick County, Kansas, executed by Othello H. Curry, Jr. and spouse, if any, as fee owners.

(2) Proposed Plat must be consented to by the holder of the following Mortgage:

Mortgage by Othello H. Curry, Jr. and Delores F. Curry, his wife, to the Central State Bank of Wichita, Kansas, dated January 2, 1973, in the amount of \$70,000.00, filed January 10, 1973 @ 4:30 P.M., recorded in Book 44 at page 916.

(3) 1977 real estate taxes show paid.

(4) Company has been provided with a copy of the proposed Plat; Proposed plat contains the following easements, setbacks and dedications:

(a) Utility easement over the East 20 feet of the West 145.47 feet of the South 274.85 feet of insured premises.

(b) Utility easement over the West 10 feet of the North 124.9 feet of insured premises.

(c) 20 foot building setback lines.

(d) Access Control Except one (1) Opening over the South lot line to 13th Street.

(e) Contingent street dedication of the North 9 feet of the South 20 feet of the West 42 feet of the East 127 feet of insured premises.

(f) Contingent easement over the South 20.5 feet of the East 1.53 feet of the 20 foot Utility Easement.

FIDELITY TITLE COMPANY, INC.



[Signature]
Authorized Signatory

Schedule B-I of this Commitment consists of 1 pages.

TSP-114B-I

SCHEDULE B-II
(EXCEPTIONS)

COMMITMENT NO. Y-70,990

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. (A) Rights of dower, curtesy, homestead or other marital rights of spouse, if any, of any individual insured. (B) Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records. (C) Survey: Any encroachments, measurements, party walls, or other facts which a correct survey of the premises would show. (D) Easements, or claims of easements, not shown by the public records. (E) Rights or claims of parties in possession not shown by the public records.
3. All assessments and taxes for the year 1978 and all subsequent years.
4. Any restrictions, covenants and conditions to be imposed subsequent to the recordation of the title.
5. Any easements, streets or right-of-ways to be dedicated to the public including but not limited to all abutter's rights or access to any streets, drainage rights of way, public utilities, approval of elevation or other restrictive matters that may be reserved, dedicated or granted in the recorded Plat.
6. Notice of Contents of Order Determining and Establishing Vested Rights to Continue the Beneficial Use of Water recorded in Film 319 at page 749.
7. Described property may be and/or is subject to Special Assessments as disclosed by Resolution recorded in Film 50 at page 1073.
8. Company assumes no liability in Sedgwick County District Court Case D-38035, Othello H. Curry vs Delores F. Curry.

FIDELITY TITLE COMPANY, INC.



TSP-114B-II

[Handwritten Signature]
Authorized Signatory

Schedule B-II of this Commitment consists of 1 pages.

Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to Paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

**St. Paul
Title
Insurance
Corporation**

**Commitment
For Title
Insurance**

October ²⁶ 23, 1978

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 78-109 - Final Plat of Curry Addition

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on October 26, 1978, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of October 23, 1978.

In addition to complying with those conditions, it is necessary that you meet the following requirements before this plat can be forwarded to the Board of City Commissioners for consideration:

1. Compliance with the requirements of the Metropolitan Area Planning Department.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 10-25-78 3. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the plattor.
- 10-25-78 4. Certification that all taxes due and payable for 1977 and prior years have been paid.

Please call if you have any questions.

Sincerely yours,

Jack H. Galbraith
Chief Planner
JHG:bh

cc: Dr. Othello Curry, Jr., 2201 E. 13th, 67219
Investment Resources Corp. 247 N. Market, 67202
Richard Foote, Attorney-at-Law, 301 N. Market, 67202

October 23, 1978

Baughman Company
330 Laura
Wichita, Kansas 67211

Re: S/D 78-109 - Final plat of Curry Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, October 19, 1978, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. The associated zone case, Z-1997, was approved by the MAPC and Board of City Commissioners subject to re-platting this entire property into one lot. The applicant has submitted a two-lot plat because the property included in his application to HUD for Section 8 housing consists of Lot 1 only. The applicant is hereby advised that a two-lot plat will require the approval of the City Commission as well as the Planning Commission.
- B. A request has been filed for the vacation of the balance of the alley within this block. Approval of this plat will be subject to the approval of that vacation request. V-0919
- C. The building on Lot 1 which encroaches into the utility easement shall be removed prior to recording the plat or a contingent easement shall be granted by separate instrument. *Surveyor on behalf of applicant requests that tracing be held until building is removed. 10-23-78*
- 10-24 ~~D.~~ The applicant shall guarantee the reconstruction of the alley opening on 13th Street to a residential driveway approach *letter of credit \$1,000.00*
- 10-24 ~~E.~~ The applicant shall guarantee the closing of all existing driveways not to be used in the redevelopment of this property *letter of credit \$800.00*
- 10-25 ~~F.~~ The contingent street dedication for 13th Street shall be submitted by separate instrument and shall be contingent

Baughman Company
October 23, 1978
Page 2

upon the City's need for the right-of-way for road improvements or the removal of the building, whichever occurs first.

letter of credit

G. Since the existing water line in Spruce is not large enough to serve an apartment development, the applicant shall guarantee the extension of a water main to serve Lot 1.

H. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Enclosed with the applicant's copy of this letter is a list of the five methods which have been adopted as being acceptable for guaranteeing improvements required in the approval of plats. Forms for the bond and irrevocable letter of credit are available from this office.

The enclosed "marked" copy of the final plat is for your information and files.

This matter will be forwarded to the Planning Commission for its consideration on Thursday, October 26, 1978, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez
Junior Planner

LO:bh

cc: Dr. Othello Curry, Jr. 2201 E. 13th, 67219
Dean Sellers, Assistant City Engineer
Investment Resources Corp., 247 N. Market 67202
Richard Forte, Attorney-at-Law, 301 N. Market 67202

Final Plat
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. S/D 78-109 Name Curry Addition
Date Application Rec'd. 10-9-78 Preliminary Approval _____
Scheduled S/D Meeting 10-19-78

DESCRIPTION

General Location North side of 13th between Spruce and Madison

Owner Othello Curry, Jr.
Surveyor/Engineer Baughman Company
Address 330 Laura, Wichita, Kansas 67211 Phone 262-7271

- | | |
|---|---------------------------------|
| 1. Gross Acreage of Plat <u>1.5</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>20</u> R/W <u>271</u> ft. |
| Residential <u>2</u> | b. _____ R/W _____ ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>2</u> | TOTAL <u>271</u> ft. |
| 3. Minimum Lot Frontage <u>80</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>21680</u> ft. | streets? <u>yes</u> <u>X</u> no |
| 5. Existing Zoning <u>"A", "BB" & "LC"</u> | |
| 6. Proposed Zoning <u>"B" Z-1997</u> | |
| 9. Public Water Supply <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____ | |

STAFF COMMENTS:

- A. The associated zone case, Z-1997, was approved by the MAPC and Board of City Commissioners subject to replatting this entire property into one lot. The applicant has submitted a two-lot plat because the property included in his application to HUD for Section 8 housing consists of Lot 1 only. The applicant is hereby advised that a two-lot plat will require the approval of the City Commission as well as the Planning Commission.
- B. An application has been filed for the vacation of the balance of the alley within this block. Approval of this plat will be subject to the approval of that vacation request.
- C. The building on Lot 1 which encroaches into the utility easement shall be removed prior to recording the plat or a contingent easement shall be granted by separate instrument.
- D. The applicant shall guarantee the reconstruction of the alley opening on 13th Street to a residential driveway approach.
- E. The contingent street dedication for 13th Street shall be submitted by separate instrument and shall be contingent upon the City's need for the right-of-way for road improvements or the removal of the building, whichever occurs first.
- F. Recording of the plat within 30 days after approval by the Board of City Commissioners.

NOTE: This plat has been submitted in final form only, as provided for in Article 4, Part 5 of the MAPC Subdivision Regulations. The Utility Advisory Committee should be prepared to comment on existing utilities and other various improvements, or discuss the feasibility of the applicant extending and/or installing same.

Map No.: 5649
Section No.: 10
Twp. No.: 27
Range: 1E

S/D No. 78-109

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Curry Addition
General Location: North side of 13th between Spruce and Madison
Name of Property Owner: Othello Curry Jr. Phone: 262-2476
Address: 2201 E. 13th
Name of Subdivider: Investment Resources Corp. Phone: 264-0616
Address: 247 N. Market
Name of Agent/Surveyor: Baughman Company Phone: 262-7271
Address: 330 Laura
Date of Application: October 2, 1978

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 1.5 acres
2. Number of Lots:
Residential 2
Commercial _____
Industrial _____
Other 2
Total Number of Lots 2
3. Minimum Lot Frontage 80 ft.
4. Minimum Lot Area 21680 ft.
5. Existing Zoning A, BA, LC
6. Proposed Zoning B Z-1997
7. Lineal Feet of New Streets:
a. 20 R/W 271 ft.
b. _____ R/W _____ ft.
c. _____ R/W _____ ft.
d. _____ R/W _____ ft.
e. _____ R/W _____ ft.
TOTAL 271 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers Yes (Yes-No), Name "
11. Health Department Approval (where applicable) _____ (Yes-No)
12. City of Wichita Three-Mile Area

The owner herein agrees to comply with the Subdivision Regulations for the Wichita-Sedgwick County Metropolitan Area, as approved, and all other pertinent ordinances of the City of Wichita and/or Resolutions of Sedgwick County, Kansas, and Statutes of the State of Kansas. He further agrees that he waives the 60-day statutory period in which the Planning Commission or governing body must act. In addition, it is agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds, as well as all costs of publication of initiating resolutions approving any petition for improvements, such as streets, sewer, sidewalks, etc. shall be assumed and paid by the owner when billed. The undersigned further states that he is the owner of the property proposed for platting.

Owner's Signature: Othello O. Curry Jr.

Wichita-Sedgwick County Metropolitan Area
Planning Commission, 10th Floor, City Hall,
455 North Main, Wichita, Kansas 67202.

Received by CLN
Date 10-9-78
Fee Submitted 53.00

FORM 29

PAYMENT NOTICE
City of Wichita

Bldg.	Use of Str.	Code Bks	Copies
Elec	Elev. Insp.	Hse Moving	Lic.
Mech	Boiler Insp.	Pav. Cuts	Cert.
Plbg	Exam Fees	Sewer	Elev.
Signs	Plan Rev. (P.W.)	Cement	M.S.P.
	Planning		

DESCRIPTION	AMOUNT
<i>Building Inspection</i>	<i>53.70</i>
<i>Boiler Inspection</i>	

NAME *Barclay Co*

ADDRESS *330 S. ...*

FUND *11-4-07-00* DUE DATE *11-1-07*

COMMENTS

DATE *10/1/07* BY *Paul ...*