

ME MUNICIPAL ENGINEERS
Civil Engineers & Land Surveyors

254 Laura, Suite 201 • Wichita, Kansas 67211 • (316) 262-3842 • Fax: (316) 262-8634

T R A N S M I T T A L

DATE: May 15, 1991 FROM: Babar M. Khan

TO: Vicki Huang, P.E.
City Engineer's Office

PROJECT: KUMC First Addition to Wichita, Kansas

PROJECT #: 90-36-01

THE FOLLOWING ITEMS ARE BEING TRANSMITTED TO YOU:

Drainage concept plan.

COMMENTS:

Please call if you have any questions.



SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION

AGENDA ITEM NO. 8
May 16, 1991

STAFF REPORT
(Preliminary Plat)

CASE NUMBER: S/D 91-23 - KUMC FIRST ADDITION TO WICHITA,
KANSAS

OWNER/APPLICANT: University of Kansas Endowment Association,
Lawrence, KS

SURVEYOR/ENGINEER: Municipal Engineers, 254 Laura, Suite 201,
Wichita, KS 67211

LOCATION: In an area east of Hydraulic between 9th and
11th Streets North.

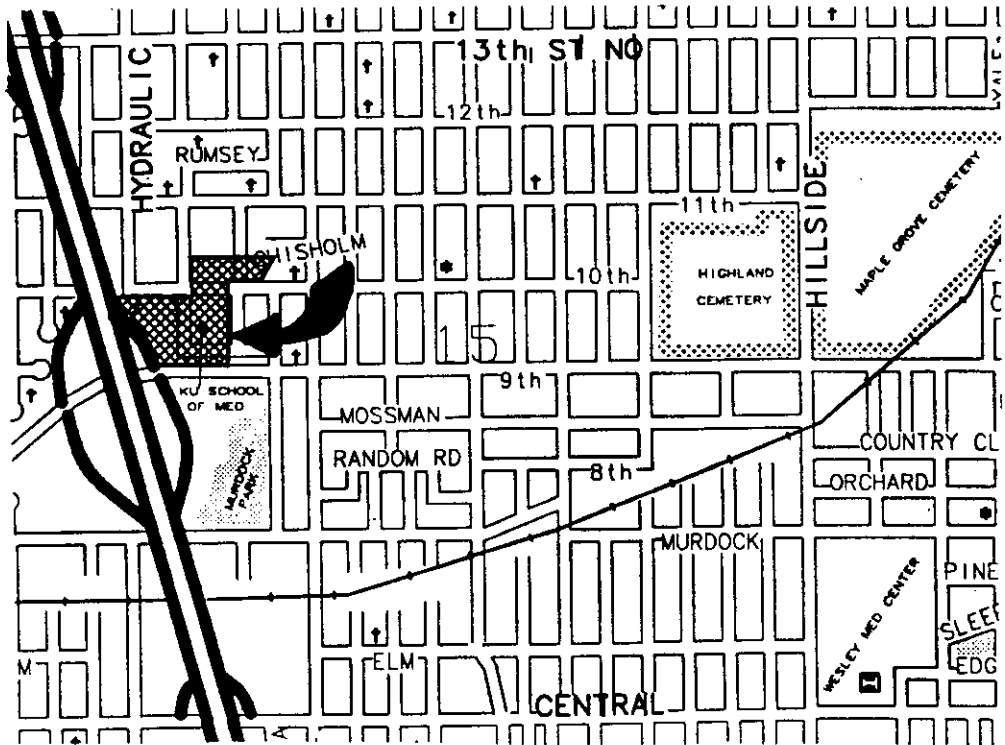
SITE SIZE: 10 Acres

NUMBER OF LOTS
Residential: 9 (Education & Medical)
Office:
Commercial:
Industrial:
Total: 9

MINIMUM LOT AREA: 7,000 sq. ft.

CURRENT ZONING: "B" Multiple Family Dwelling

VICINITY MAP:



NOTE: In addition to involving a replat of a number of older additions, this plat for the KU Medical Center site, is also involving the vacation of several streets and the inclusion of excess I-135 right-of-way within its boundary.

STAFF COMMENTS:

- A. The applicant shall guarantee the closure and/or reconstruction to private drive standards of those entrances involved in the streets being vacated by this plat. The street openings at 9th and Minneapolis, 10th and Kansas, and 10th and Hydraulic are each indicated as being involved in a street vacation.
- B. The applicant shall guarantee the abandonment of all sewer laterals not being covered by a public utility easement on this plat.
- C. The applicant shall guarantee the abandonment of those public water lines not being provided for by this replat.
- D. Although this area is developed, City Engineering needs to indicate if any other improvements need to be guaranteed. Specifically, Lot 1, Block 3 appears to lack access to sanitary sewer and no water lines are apparently in 10th Street west of Minneapolis.
- E. The representatives from the utilities should be prepared to indicate if or what utilities may need to be relocated due to this replat.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. On the final plat, north of 10th street, 10 additional feet of right-of-way shall be dedicated for Minneapolis and 5 additional feet of right-of-way shall be dedicated for Kansas. Both of these streets only indicate 50-feet of right-of-way while the prevailing residential street right-of-way in this area is 60-feet.
- H. On the final plat, the utility easement in the center of Block 2 shall be indicated as a 20-foot easement.
- I. Based upon the zoning of this area, 20-foot building setbacks shall be platted from the adjacent streets (10th, Kansas, Minneapolis). For existing buildings, if these buildings are not to be removed, the setbacks may be adjusted around these structures. If the structures are expected to be removed, the setbacks shall be drawn through the buildings.
- J. On the final plat, complete access control shall be indicated to I-135 across this plat's south and west lines.

- K. City Engineering needs to indicate if a public easement should be shown at the southwest corner of Lot 9, Block 1 to cover the drainage improvement at that location.
 - L. The applicant is advised that unless they acquire ownership of all of the property being platted, all parties indicated in the platting title binder will need to sign the final plat tracing before it can be submitted to the City Council.
 - M. Since this plat proposes the vacation of street right-of-way, an easement, previously platted lots, etc., reference to K.S.A. 12-512(b) as amended, shall be made in the engineer's text.
 - N. Prior to or at the time of submitting the final plat, the applicant shall submit a drainage plan to City Engineering for review and approval.
 - O. Requirements for a final plat (see pages 24-29, Part 4, Article 5 of the MAPC Subdivision Regulations).
 - P. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
 - Q. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
 - R. The representatives from the utility companies should be prepared to comment on the need for utility easements to be platted on this property.
 - S. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.
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MUNICIPAL ENGINEERS
Civil Engineers & Land Surveyors

254 Laura, Suite 201 • Wichita, Kansas 67211 • (316) 262-3842 • Fax: (316) 262-8634

T R A N S M I T T A L

DATE: 9-15-93 FROM: BABAR KHAN

TO: VICHI HUANG, P.E.
CITY ENGINEER'S OFFICE

PROJECT: KUMC ADDITION TO WICHITA, KS.

PROJECT #: 90-36

THE FOLLOWING ITEMS ARE BEING TRANSMITTED TO YOU:

2 COPIES OF DRAINAGE PLAN

COMMENTS:

PLEASE CALL IF YOU HAVE QUESTIONS
OR NEED ADDITIONAL INFORMATION

• DLAN 10

**SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING COMMISSION**

AGENDA ITEM NO. 4

September 16, 1993

**STAFF REPORT
(Final Plat, Preliminary Plat Approved 5/16/91)**

CASE NUMBER: S/D 91-23 KUMC FIRST ADDITION TO WICHITA, KANSAS

OWNER/APPLICANT: University of Kansas Endowment Association, Lawrence, KS

SURVEYOR/ENGINEER: Municipal Engineers, 254 Laura, Suite 201, Wichita, KS 67211

LOCATION: East of Hydraulic between 9th and 11th Streets North.

SITE SIZE: 10 Acres

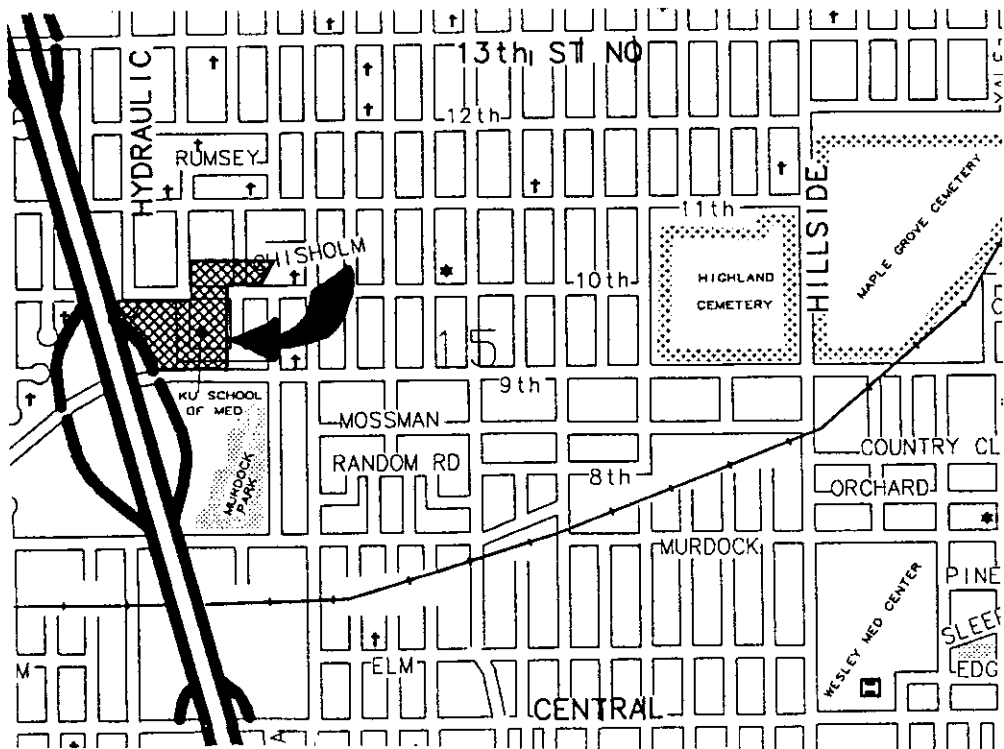
NUMBER OF LOTS

- Residential: 9 (Education & Medical)
- Office:
- Commercial:
- Industrial:
- Total: 9

MINIMUM LOT AREA: 7,000 sq. ft.

CURRENT ZONING: "B" Multiple Family Dwelling

VICINITY MAP:



NOTE: The perimeter of this final plat is somewhat revised from what was originally shown on the preliminary plat. In particular, the southwest line of the plat or the area adjacent to I-135 (entrance ramp) has been altered. Rather than attempting to incorporate 9th Street and I-135 right-of-way into this plat, this final plat is now showing a dedication of right-of-way along its southwest line that would allow for a continuation of existing 9th Street northwestward to the area of Hydraulic and 10th Streets. That is, this revised final is now proposing a public perimeter-type road, rather than including such area within the plat and a private street or circulation system being provided.

STAFF COMMENTS:

- A. City Engineering needs to indicate the acceptability of the proposed dedication for Ninth (9th) Street. That is, are the indicated dedications sufficient, along with excess right-of-way for I-135 and existing Ninth Street and Hydraulic right-of-way, for the provision of a public street. Further, is the width of right-of-way adequate (49-feet) and what paving requirements should be considered.
 - B. The applicant shall guarantee the installation of Ninth Street as is being proposed for this plat. This guarantee shall be to the standard indicated by City Engineering.
 - C. The applicant shall guarantee the closure and/or reconstruction to private drive standards of the street entrance at 10th and Kansas, indicated as being involved in a street vacation.
 - D. The applicant shall guarantee the abandonment of all sewer laterals not being covered by a public utility easement on this plat.
 - E. The applicant shall guarantee the abandonment of those public water lines not being provided for by this replat.
 - F. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
 - G. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
 - H. The final plat tracing shall indicate a 20-foot building setback to Ninth (9th) Street. However, if the applicant desires a zero building setback to this street, such a request shall be made to the Subdivision Committee and Planning Commission. If approved, a note shall be placed on the final plat tracing indicating that a zero
-

building setback is being platted (allowed) to Ninth Street.

- I. On the final plat tracing the additional right-of-way being dedicated by this plat for Minneapolis and Kansas Avenues shall be distinctly indicated on the face of this plat.
 - J. On the final plat tracing, the plattor's text shall also note the granting of utility, sanitary sewer, etc. easements.
 - K. The final plat shall reference a tie point to a previously platted lot corner or section corner.
 - L. On the final plat, complete access control shall be indicated to I-135 across this plat's south and west lines.
 - M. The applicant was to meet with representatives from K.G. & E.--Electric and K.G.&E.--Gas to determine if utilities will need to be relocated or if utility easements need to be shown on the final plat. And, if utilities need to be relocated, a letter was to be provided from the utilities to Planning indicating that satisfactory arrangements have been made for any required relocations. The representatives from the utilities need to indicate if there are any such requirements.
 - N. The applicant was advised that unless they acquire ownership of all of the property being platted, all parties indicated in the platting title binder will need to sign the final plat tracing before it can be submitted to the City Council. The present platting binder is outdated (February 1991) and a revised binder shall be submitted. All parties indicated as having an interest in this site shall be shown as signing the final plat tracing.
 - O. Since this plat proposes the vacation of street right-of-way, easements, previously platted lots, etc., reference to K.S.A. 12-512(b) as amended, shall be made in the engineer's text.
 - P. On the final plat tracing, the names of all required signers shall be printed below the appropriate signature line.
 - Q. The applicant shall install or guarantee the installations of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
 - R. The applicant's engineer is advised that the register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be
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printed beneath the notary's signature.

- S. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
- T. Recording of the plat within 30 days after approval by the City Council.
- U. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage plan.

PROJECT NO. 135-87 I-135-1(58)

JOINT USE OF RIGHT OF WAY - FREE PARKING AREA

CITY OF WICHITA, KANSAS

KANSAS UNIVERSITY MEDICAL CENTER

A G R E E M E N T

This Agreement made and entered into this _____ day of _____, 19____, by and between the City of Wichita, a municipal corporation of the State of Kansas, hereinafter called "Licensor", and Kansas University Medical Center, hereinafter called "Licensee".

R E C I T A L S :

WHEREAS, The Licensee desires to use one tract of land that is part and parcel of the state highway facility, referred to as a city connecting link and under the jurisdiction of the City of Wichita, Kansas, as a free parking area for the patients and those attending educational classes or seminars.

WHEREAS, Licensor, with approval of the Secretary of Transportation of the State of Kansas, is willing to permit joint use of the right of way providing such use does not impair the use and safety of the existing public roadway.

NOW, THEREFORE, in consideration of the premises the parties hereto mutually agree as follows:

1. Licensor agrees to grant, license and empower, to the extent of its interest therein, the Licensee the right and privilege to use a tract of land along I-135 right of way by the Kansas University Medical Center. The privilege to extend to the location shown on the print which is marked "Exhibit A" and incorporated herein by reference, specifically described as follows:

A tract of land in Lots 4, 5, 6, 7, 16, 17, and 18 of W. S. Miller Addition, Wichita, Sedgwick County, Kansas, described as follows: BEGINNING at the Northwest Corner of the Lot 4; thence East along the North line to Northeast Corner of the Lot 4; thence South along the East line of Lots 4, 5, and 6, to the Southeast Corner of the Lot 6; thence Southeasterly to the North line 80.0 feet West of the Northeast Corner of the Lot 17; thence East along the North line to the Northeast Corner of the Lot 17; thence South, 100.00 feet along the East line of the Lots 17 and 18; thence Northwesterly to ~~the point of beginning.~~ insert

Insert

to a point on the south line of lot 17 80 feet west of the south east corner; thence north westerly to the south west corner of Lot 4; thence north along the west line of lot 4 to the point of beginning

October 14, 1993

STAFF REPORT
(Revised Final Plat)
(Final Plat Approved 9/16/93, Preliminary Plat Approved 5/16/91)

CASE NUMBER: S/D 91-23 KUMC FIRST ADDITION TO WICHITA, KANSAS

OWNER/APPLICANT: University of Kansas Endowment Association, Lawrence, KS

SURVEYOR/ENGINEER: Municipal Engineers, 254 Laura, Suite 201, Wichita, KS 67211

LOCATION: East of Hydraulic between 9th and 11th Streets North.

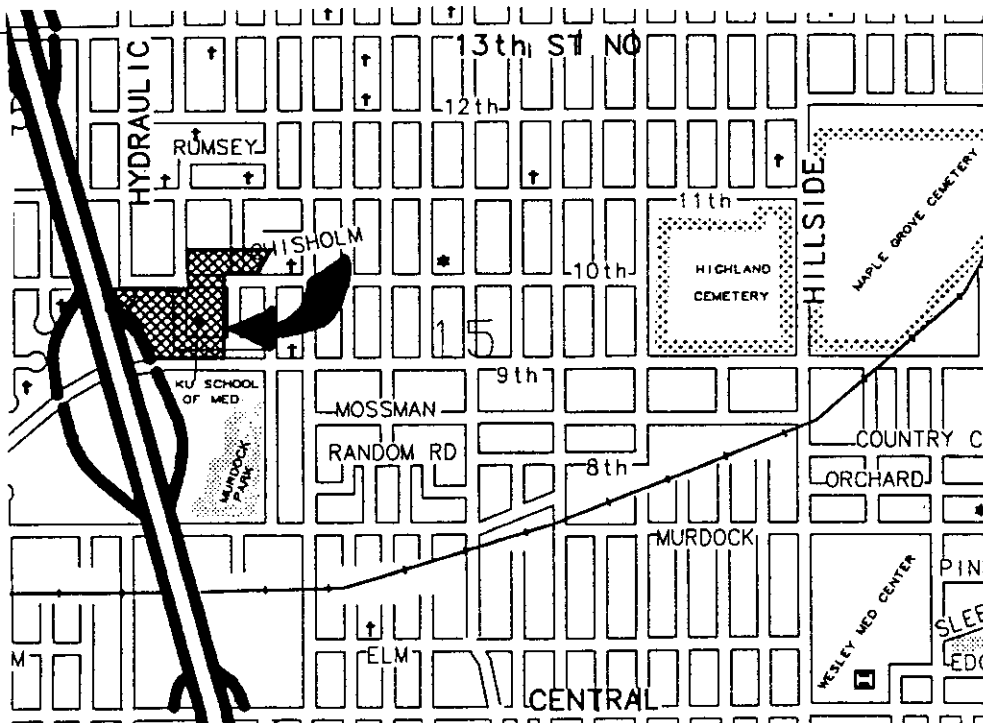
SITE SIZE: 10 acres

NUMBER OF LOTS
Residential: 8 (Education & Medical)
Office:
Commercial:
Industrial:
Total: 8

MINIMUM LOT AREA: 7,000 sq. ft.

CURRENT ZONING: "B" Multiple Family Dwelling

VICINITY MAP:



Note: This revised final plat is now proposing the elimination of a public street (Ninth/Hydraulic) along the site's southern and western property lines. The existing portion of Ninth Street is now being proposed for vacation by this plat, with any existing right-of-way being incorporated into the site. Any needed circulation within this portion of the site will therefore be provided by the development as a private rather than a public facility

The previous final plat has been approved by the MAPC on 9/16/93. The following comments are basically the same as the comments previously approved but revised to take into account the change now being proposed for Ninth Street. Also, this revised plat has incorporated several of the comments noted for the original final plat and consequently those comments have been deleted from the following comments.

STAFF COMMENTS:

- A. The applicant shall guarantee the closure and/or reconstruction to private drive standard, the street entrances at 10th and Kansas, and 9th and Minneapolis indicated as being involved in street vacations.
 - B. The applicant shall guarantee the relocation and/or abandonment of all sewer laterals not being covered by a public utility easement on this plat. As indicated by Engineering, temporary easements shall be provided for any lines needing to be relocated.
 - C. The applicant shall guarantee the abandonment of those public water lines not being provided for by this replat.
 - D. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted. The final plat tracing shall also indicate any needed utility easements for such sanitary sewer lines.
 - E. The applicant shall guarantee any drainage improvements required by the patting of this property. This guarantee may be included with the paving guarantee.
 - F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
 - G. On the final plat tracing, the plattor's text shall also note the granting of utility, sanitary sewer, etc, easements.
-

- H The applicant shall meet with representatives from Cablevision, K. G. & E.--Electric and K. G. & E. --Gas to determine what utilities will need to be relocated or if utility easements need to be shown on the final plat. If utilities need to be relocated, a letter shall be provided from the utilities to Planning indicating that satisfactory arrangements have been made for any required relocations.
 - I. The applicant was advised that unless they acquire ownership of all of the property being platted, all parties indicated in the platting title binder will need to sign the final plat tracing before it can be submitted to the City Council. The present platting binder is outdated (February 1991) and a revised binder shall be submitted. All parties indicated as having an interest in this site shall be shown as signing the final plat tracing.
 - J. Since this plat proposes the vacation of street right-of-way, easements, previously platted lots, etc., reference to K. S. A. 12-512(b) as amended, shall be made in the surveyor's text (not the plattor's text).
 - K. On the final plat tracing, the names of all required signers shall be printed below the appropriate signature line.
 - L. The applicant shall install or guarantee the installations of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
 - M. The applicant's engineer is advised that the register of Deeds is requiring the names(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
 - N. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
 - O. Recording of the plat within 30 days after approval by the City Council.
-

WICHITA



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CITY HALL - SEVENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4501
FAX (316) 268-4114

June 3, 1994

Benny Tarverdi
Kansas Department of Transportation
3200 East 45th Street N.
Wichita, Kansas 67220-1432

Dear Mr. Tarverdi:

For several years the Kansas University Medical Center (KUMC) in Wichita has desired to expand its campus to the area west of the existing medical school buildings onto land owned by various governmental entities. Some of the land that KUMC wishes to use for access and parking is on a portion of land that is fenced within the I-135 right-of-way fences. This land was acquired for roadway purposes to provide roadway right-of-way for the construction of I-135.

Initially KUMC had made a request to KDOT and the City to use the area highlighted in green on the enclosed drawing and described in the proposed KDOT Joint Use of Right-of-Way Agreement (copy enclosed). KUMC now wishes to use both the area shaded in green and the area shaded in red. A revised legal description describing the area encompassed by both the green and red shaded areas is enclosed.

It is requested that KDOT approve the use of the revised area and prepare a new Joint Use of Right-of-Way Agreement with the revised legal description for execution by KDOT, KUMC and the City of Wichita.

If you have any questions, please contact me at 268-4288 or contact Mr. Tim Thimmesch, Director of Facilities Management at KUMC, at 261-2625.

Sincerely,

Gene Rath, P.E.
Assistant City Engineer

cc: Tim Thimmesch, Director of Facilities Management
Fred Terry, KDOT Right-of-Way Dept.

Encl.(s)

LEGAL DESCRIPTION

A tract of land in Lots 4, 5, 6, 7, 16, 17, and 18 of W. S. Miller Addition, Wichita, Sedgwick County, Kansas, described as follows: BEGINNING at the Northwest Corner of the Lot 4; thence East along the North line to Northeast Corner of the Lot 4; thence South along the East line of Lots 4, 5, and 6, to the Southeast Corner of the Lot 6; thence Southeasterly to the North line 80.0 feet West of the Northeast Corner of the Lot 17; thence East along the North line to the Northeast Corner of the Lot 17; thence South, 100.00 feet along the East line of the Lots 17 and 18; thence Northwesterly to a point on the South line of Lot 17 80 feet West of the Southeast corner; thence Northwesterly to the Southwest corner of Lot 4; thence North along the West line of Lot 4 to the point of beginning.

PROJECT NO. 135-87 I-135-1(58)

JOINT USE OF RIGHT OF WAY - FREE PARKING AREA

CITY OF WICHITA, KANSAS

KANSAS UNIVERSITY MEDICAL CENTER

A G R E E M E N T

This Agreement made and entered into this _____ day of _____, 19____, by and between the City of Wichita, a municipal corporation of the State of Kansas, hereinafter called "Licensor", and Kansas University Medical Center, hereinafter called "Licensee".

R E C I T A L S:

WHEREAS, The Licensee desires to use one tract of land that is part and parcel of the state highway facility, referred to as a city connecting link and under the jurisdiction of the City of Wichita, Kansas, as a free parking area for the patients and those attending educational classes or seminars.

WHEREAS, Licensor, with approval of the Secretary of Transportation of the State of Kansas, is willing to permit joint use of the right of way providing such use does not impair the use and safety of the existing public roadway.

NOW, THEREFORE, in consideration of the premises the parties hereto mutually agree as follows:

1. Licensor agrees to grant, license and empower, to the extent of its interest therein, the Licensee the right and privilege to use a tract of land along I-135 right of way by the Kansas University Medical Center. The privilege to extend to the location shown on the print which is marked "Exhibit A" and incorporated herein by reference, specifically described as follows:

A tract of land in Lots 4, 5, 6, 7, 16, 17, and 18 of W. S. Miller Addition, Wichita, Sedgwick County, Kansas, described as follows: BEGINNING at the Northwest Corner of the Lot 4; thence East along the North line to Northeast Corner of the Lot 4; thence South along the East line of Lots 4, 5, and 6, to the Southeast Corner of the Lot 6; thence Southeasterly to the North line 80.0 feet West of the Northeast Corner of the Lot 17; thence East along the North line to the Northeast Corner of the Lot 17; thence South, 100.00 feet along the East line of the Lots 17 and 18; thence Northwesterly to the point of beginning.

2. The Licensee agrees to prepare or have prepared any necessary plans and specifications for the development of the area. Upon approval by the Licensor, the State Transportation Engineer,

and the Federal Highway Administration, the plans are by reference made a part of this Agreement. The Licensee further agrees that any revision in the design of the development, as originally approved for construction, or any change in the authorized use of the right of way shall receive prior review and approval by the Licensor, the State Transportation Engineer, and the Federal Highway Administration.

3. It is agreed that all costs of planning, construction and other contingencies that may arise in connection therewith, shall be at the expense of the Licensee.

4. Disposition of any income generated as a result of the authorized use of the right of way covered by this Agreement shall be the Licensors' responsibility and shall be credited to the state or federal interest as per section 126 (23 U.S.C. 156) of the Surface Transportation and Uniform Relocation Assistance Act of 1987.

5. It is agreed that the authority to use the right of way shall not be transferred, assigned or conveyed without the written approval of the Licensor, the Secretary, and the Federal Highway Administration.

6. The Licensor may in its own behalf terminate this license at any time by giving Licensee a thirty (30) day written notice of such intent.

7. Licensee agrees that the area will not be used to store any material. Further, the Licensee agrees that the area will not be used for any purposes which would constitute a potential fire hazard or any other hazard which would impair the use or safety of the public roadway.

8. Licensee agrees to provide the necessary safeguards to protect the public and the highway facility and further agrees that they will repair or replace any damages to the highway facility caused by their use thereof, such repair or replacement to be made within a reasonable time after written notice has been given to the Licensee by either the Licensor or the Secretary, or in lieu thereof, at the election of Licensee, compensation may be paid to the Licensor or the Secretary for the necessary expense for the repairs. Licensee shall carry adequate insurance to cover its obligation under this section. It is understood and agreed to by all the parties herein, that the Licensee shall not be granted the use of the tract of land referred to herein and the terms of this Agreement will not be in effect until the Licensee has submitted evidence to the Secretary and the Licensor that it has public liability insurance and the insurance has been approved by the Secretary and the Licensor.

9. The Licensee will save the Licensor and the Secretary and their authorized representatives harmless from any and all costs, liabilities, expenses, damages, suits, judgments and claims of any nature whatsoever arising out of or in connection with the provisions or performance of this contract, or subcontracts entered

into in connection therewith, or the maintenance of the hereindescribed improvement.

10. Licensee agrees the Licensor reserves the right for itself, the Federal Highway Administration and the Secretary, to enter upon the premises at any time to construct, inspect and maintain the right of way or for any other highway purpose in a manner calculated so as not to unreasonably interfere with the Licensee's use of the premises. If the Licensor or the Secretary anticipate that activities under this section may require the disruption of normal operation of the licensed premises, the Licensor or the Secretary shall notify the Licensee of the need for such activities and the expected period of disruption.

11. Licensee agrees that no permanent structure will be built on the right of way, but Licensor agrees that the Licensee may make such temporary improvements, including paved parking, lights and drainage, as are necessary in order that the premises may be used for the purposes hereinbefore stated. Licensee further agrees that the areas provided will be functional and orderly, that any screening measures deemed necessary to improve the appearance of the areas will be provided along with proper maintenance of the right of way to insure a pleasing appearance.

12. Licensee agrees that on-premises signs shall be restricted to those indicating ownership or indicating direction and control of vehicles. Installation of such signs shall be subject to regulation by Licensor, with concurrence of the Secretary, with respect to number, size, location and design.

13. Licensee agrees that as part of the consideration hereof, that it will use the premises in compliance with requirements imposed pursuant to the Civil Rights Act of 1964 and any amendment thereto. (See Special Attachment No. 1 which is incorporated herein by reference.) In the event of breach of any of the above nondiscrimination covenants, the state shall have the right to terminate the license and to re-enter and repossess the land and the facilities thereon, and hold the same as if the license had never been made or issued.

14. Licensor warrants and represents to Licensee that it has full power and authority to enter into this license for the uses herein described, and that it has complied with all laws and regulations applicable to the entering of this Agreement. Licensor further warrants that Licensee, upon paying all license fees hereinunder and observing all terms under this license, shall have the right to use the licensed premises hereunder.

15. It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Licensee, the Secretary and the Licensor and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their proper officers on the day and year first above written.

THE CITY OF WICHITA, KANSAS

LICENSOR

LICENSEE

MAYOR

TITLE

CLERK

REVIEWED AND APPROVED:

MICHAEL L. JOHNSTON
SECRETARY OF TRANSPORTATION



by _____

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment

To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964 AND REHABILITATION ACT OF 1973

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), § 504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23 and 27), issued pursuant to such Act, hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, sex, age, handicap, or national origin, as more specifically set out in the following eight 'Nondiscrimination Clauses'.

CLARIFICATION

Where the term 'consultant' appears in the following seven 'Nondiscrimination Clauses', the term 'consultant' is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

(Revised 10-30-90)

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the 'consultant's'), agrees as follows:

- (1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, age, handicap, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, handicap, or national origin.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of Transportation of the State of Kansas will be permitted access to the consultants books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin.

(Revised 10-30-90)

To JAN Herbuckle
Assoc. Dean for Administration
K. U. Medical Center
10 10 N. KANSAS

From JACK LOVE

Subject Highway R/W 67214
Date 8-3-93

Message

As we discussed enclosed are copies
of deeds for lots 4, 5, 17 + 18 and exhibit
with public street in orange + property
you want for building, site in yellow.

Call me at 268-4430 if you have any
questions -

SIGNED *Jack Love*

Reply DATE

 National Brand 47-223
Made in USA

SIGNED _____

SENDER RETAIN THIS COPY

To

1010 N. Kansas
K. U. Medical Center
Kansas State University
Manhattan, Mo.

From Jack K...

Subject

Call

High school...

Message

Date 8-3-23

As we discussed, we have one copy
of the book for the 17 + 18
and the 19 + 20. The book is
available in the building...

Billings at 303-442-1131
Questions -

DATE

Reply

SIGNED

47-533
AGU
MADE IN USA

JUN 20

6-6-1967

Kansas Warranty Deed

IN LIEU OF CONDEMNATION

This Indenture, Made this 24th day of May

A. D. One Thousand
TRANSFER RECORD

Nine Hundred Sixty-seven

by and between

JUN 7 1967

WALTER P. FRYE, a single person

MARIE WARDEN
COUNTY CLERK

of Sedgwick County, in the State of Kansas

of the first part, and

the CITY OF WICHITA, KANSAS, a municipal corporation.

of Sedgwick County, in the State of Kansas

of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum

of Ten and no/100----- DOLLARS,
and other valuable consideration

the receipt of which is hereby acknowledged, do es by these presents, Grant, Bargain, Sell and Convey

unto the said party of the second part, its successors ~~heirs~~ and assigns, all the following described

real estate, situated in the County of Sedgwick and State of Kansas, to-wit:

Fee title for right-of-way controled access highway purposes over and upon all that part of Lots 16,17 and 18 on Kansas Avenue in W. S. Miller Addition to the City of Wichita, Kansas, described as follows:

All of Lots 17 and 18 and beginning at the SW corner of Lot 16, thence northerly along the west line of said Lot 16 to the NW corner thereof, thence southeasterly to a point on the south line of said Lot 16, said point being 80' westerly of the SE corner thereof, thence westerly along the south line of said Lot 16 to the place of beginning. The above contains 15704 square feet more or less. Lands Abutting said highway shall have no right or easement of access thereto. (Except oil and gas in place).

Original Compared
With Record



RECORD AT \$ 4.25
JUN 7 1967
11192
RUFUS E. DEERING
REGISTER OF DEEDS

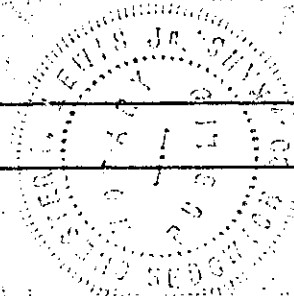
TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said

Walter P. Frye for his heirs, executors or administrators, do es hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents he is lawfully seized in his own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever:

and that He will warrant and forever defend the same unto the said party of the second part, its successors ~~heirs~~ and assigns, against said party of the first part, his heirs, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

Walter P. Frye
WALTER P. FRYE



1 50/302

This Indenture, Made this 31st day of ~~XXXX~~ May, A.D., 19 67, between

SAM TAYLOR and LIZZIE TAYLOR, Husband and Wife of Sedgwick County, in the State of Kansas, of the first part, and.

THE CITY OF WICHITA, a Municipal Corporation

of Sedgwick County, in the State of Kansas, of the second part.

This space reserved for STATE OF KANSAS DEEDS SEDGWICK COUNTY FILED FOR RECORD AT JUN 7 1967 NO. 11194 RUFUS E. DEERING REGISTER OF DEEDS

WITNESSETH, That the said part ies of the first part, in consideration of the sum of One dollar and other good and valuable consideration----- DOLLARS, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said part y of the second part its successors and assigns all the following-described REAL ESTATE, situated in the County of Sedgwick and State of Kansas, to-wit:

FEE TITLE for right of way for controlled access highway purposes over and upon all that part of Lot 4 on Hydraulic Avenue in W. S. Miller Addition to the City of Wichita, Kansas described as follows: All of said Lot 4. The Above contains 6,575 Square Feet more or less.

ENTERED ON TRANSFER RECORD JUN 7 1967 MARIE WARDEN COUNTY CLERK

(Except oil and gas in place)

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances hereunto belonging or in anywise appertaining forever.

And said SAM TAYLOR and LIZZIE TAYLOR, husband and wife themselves and for their heirs, executors, or administrators, do hereby covenant, promise and agree to and with said part y of the second part, that at the delivery of these presents they are lawfully seized in their own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above-granted and -described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes and incumbrances of any kind:

(This deed in lieu of condemnation.)

Grantors to retain possession until Agusut 30, 1967. and that they will WARRANT AND FOREVER DEFEND the same unto said part y of the second part, its successors and assigns, against said part ies of the first part their heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hand s, the day and year first-above written.



Sam Taylor SAM TAYLOR Lizzie Taylor LIZZIE TAYLOR

STATE OF KANSAS, SEDGWICK COUNTY, ss.

BE IT REMEMBERED, That on this 31st day of ~~XXXX~~ May, A.D., 19 67 before me the undersigned, a NOTARY PUBLIC in and for the County and State aforesaid, came SAM TAYLOR and LIZZIE TAYLOR, Husband and Wife

who are personally known to me to be the same person s who executed the within instrument of writing and such person s duly acknowledged the execution of the same.

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

Term expires February 28, 19 71

Mildred L. Rippee Notary Public

DEED BOOK 1432 PAGE 341

APR 4 1967

Inst # 338

29-6436

DEED BOOK 1426 PAGE 272

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
10:00

KANSAS

MAR 20 1967

4942

NO. RUFUS E. DEERING
REGISTER OF DEEDS
8-02/2067

DEED

~~(IN LIEU OF CONDEMNATION)~~

THIS INDENTURE, Made this 15th day March, A. D. 1967, between W. J. DRIVER, as Administrator of Veterans' Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D. C., hereinafter called Grantor, and City of Wichita, Kansas, a Municipal Corporation of Sedgwick County, in the State of Kansas, hereinafter called Grantee(s).

WITNESSETH, That the said Grantor, in consideration of ten dollars (\$10.00) and other valuable consideration

the receipt whereof is hereby acknowledged, has sold, and by these presents does grant and convey to the said Grantee(s) and

the following-described property situated in the County of Sedgwick, Kansas, to wit:

Lot 5, in W. S. Miller Addition to Wichita, Sedgwick County, Kansas

subject to easements and restrictive covenants of record:

ENTERED ON
TRANSFER RECORD
MAR 20 1967
MARIE WARDEN
COUNTY CLERK

with the appurtenances and all the estate, title and interest of the said Grantor therein.

Said Grantor for himself and his successors in such office, as such, hereby covenants and agrees that said Grantor will warrant and defend said property unto said Grantee(s) and the persons lawfully claiming the same or any part thereof by, through, or under said Grantor.

IN WITNESS WHEREOF, the Grantor, on the day and year first above written, has caused this instrument to be executed in his name and on his behalf by the undersigned Loan Guaranty Officer, being thereunto duly appointed, qualified and acting pursuant to sections 504 and 509 of the Servicemen's Readjustment Act of 1944, as amended, 38 U. S. C. 212 and 1820, and sections 36:4342, 36:4520 and 36:4600 of the Regulations pursuant thereto, as amended, and who is authorized to execute this instrument.

Misc. Book 551
Authorization recorded in ~~VOL~~ _____
of the Register of Deeds _____ Records
of the county in which the above-
described property is situated, at
page 466-467.

* W. J. DRIVER (SEAL)
As Administrator of Veterans' Affairs
By *[Signature]* (SEAL)
* K. H. EDEN
Loan Guaranty Officer of the Veterans
Administration, his Attorney in fact.

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
JUN 7 1967
NO. 11193
RUFUS E. DEERING
REGISTER OF DEEDS

JUN 28 1967
1000 340 U-4776
KANSAS

ENTERED ON
TRANSFER RECORD
JUN 7 1967
MARIE WARDEN
COUNTY CLERK

THIS INDENTURE, Made this 24th day May, A. D. 1967, between W. J. DRIVER, as Administrator of Veterans' Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D. C., hereinafter called Grantor, and WALTER P. FRYE, a single person

of Sedgwick County, in the State of Kansas, hereinafter called Grantee(s).

WITNESSETH, That the said Grantor, in consideration of ten dollars (\$10.00) and other valuable consideration

the receipt whereof is hereby acknowledged, has sold, and by these presents does grant and convey to the said Grantee(s) ~~and~~ all

the following-described property situated in the County of Sedgwick, Kansas, to wit:

All of Lots 17 and 18 and part of Lot 16, more specifically described as follows:

Beginning at the southwest corner of Lot 16, thence northerly along the west line of said Lot 16 to the northwest corner thereof, thence southeasterly to a point on the south line of said Lot 16, said point being 80' westerly of the southeast corner thereof, thence westerly along the south line of said Lot 16 to the place of beginning, all on Kansas Avenue in W. S. Miller Addition to the City of Wichita, Kansas.

Original Compared
With Record

with the appurtenances and all the estate, title and interest of the said Grantor therein.

Said Grantor for himself and his successors in such office, as such, hereby covenants and agrees that said Grantor will warrant and defend said property unto said Grantee(s) ~~and the~~, forever, against all persons lawfully claiming the same or any part thereof by, through, or under said Grantor.

IN WITNESS WHEREOF, the Grantor, on the day and year first above written, has caused this instrument to be executed in his name and on his behalf by the undersigned Loan Guaranty Officer, being thereunto duly appointed, qualified and acting pursuant to sections 504 and 509 of the Servicemen's Readjustment Act of 1944, as amended, 38 U. S. C. 212 and 1820, and sections 36:4342, 36:4520 and 36:4600 of the Regulations pursuant thereto, as amended, and who is authorized to execute this instrument.

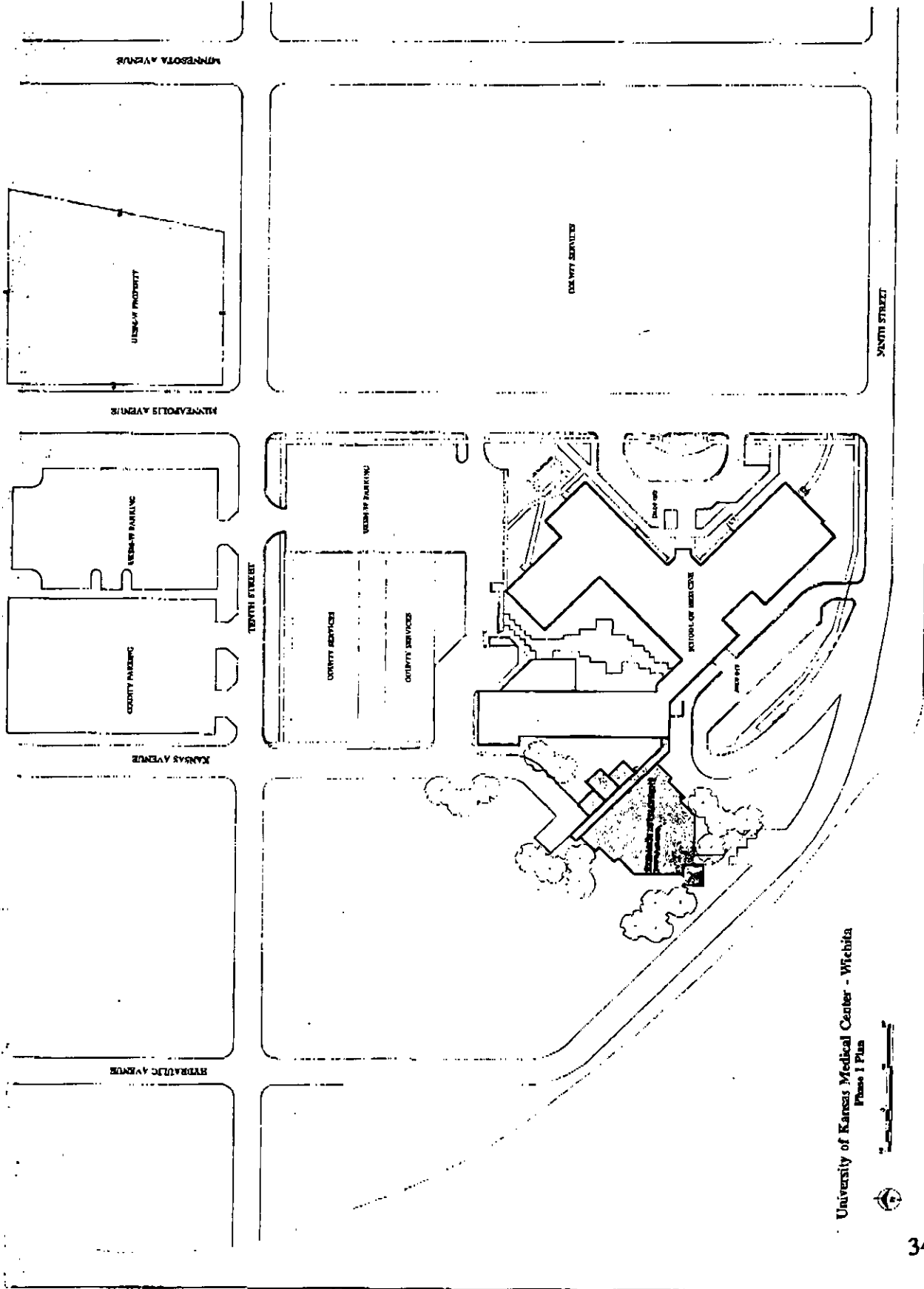
E-6 - NW 1/4 - 15-27-1E

Misc. Book
Authorization recorded in vol. 551
of the Register of Deeds Records
of the county in which the above-
described property is situated, at
page 466-467

* W. J. DRIVER (SEAL)
As Administrator of Veterans' Affairs
By *K. H. Eden* (SEAL)
* K. H. EDEN

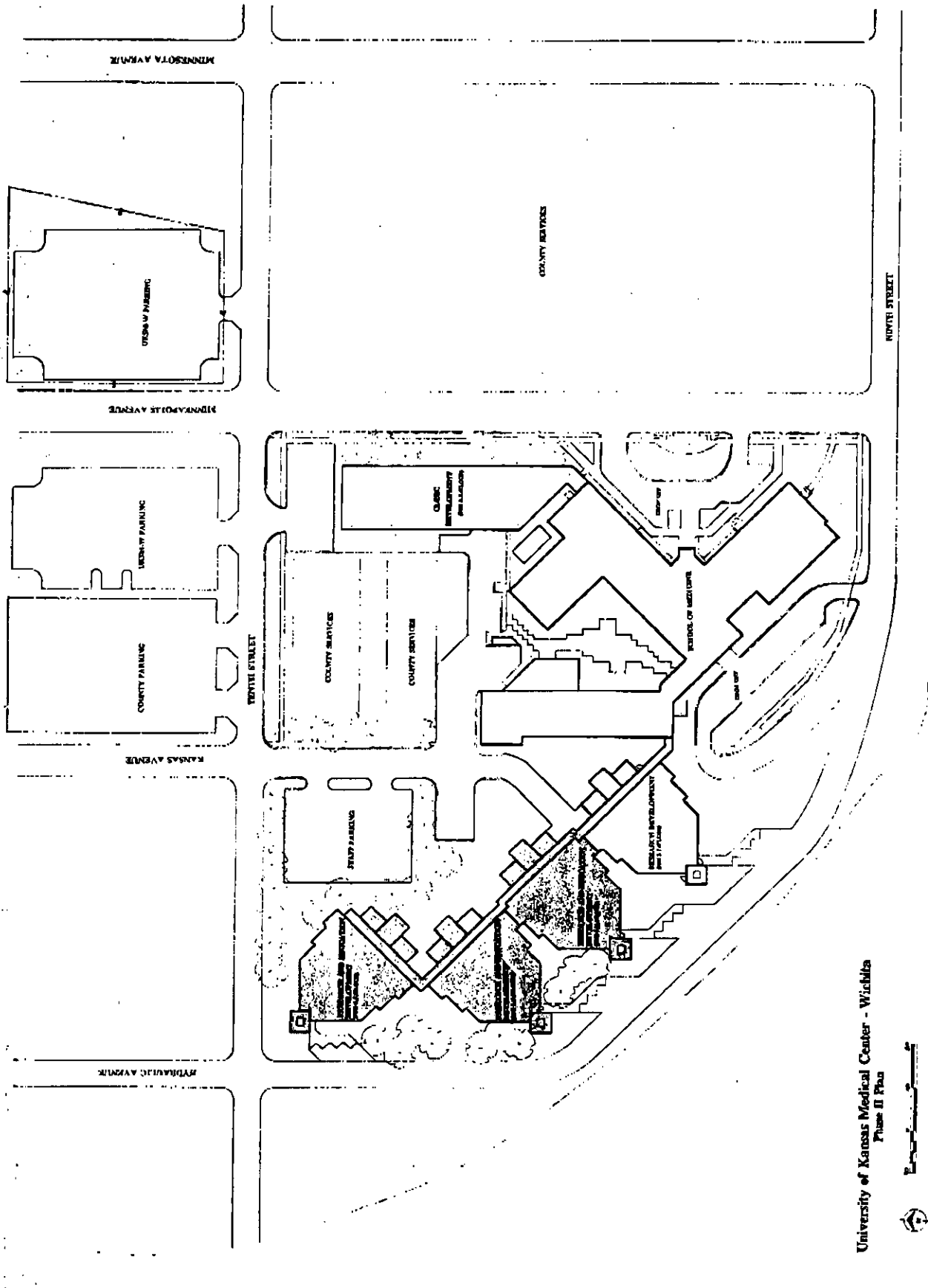
Loan Guaranty Officer of the Veterans Administration, his Attorney in fact.

Site Plan - Phase I



University of Kansas Medical Center - Wichita
 Phase I Plan

Site Plan - Phase II



KUMC
First Add.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, 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 the 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 six 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, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

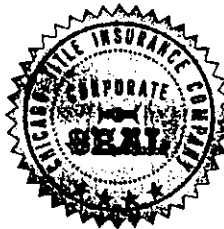
Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) 267-8371

By:
George P. Pilla
President.

ATTEST:

Thomas J. Adams
Secretary.

John J. [Signature]
Authorized Signatory



A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A

Commitment No.:
C428673

Effective Date:
February 28, 1991
at 7:00 a.m.

1. Owners Policy to be issued:
ALTA OWNER'S POLICY (4-6-90)

Amount: \$-0-

Proposed Insured:

For Informational Purposes Only

Loan Policy to be issued:

Amount: \$

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

The Kansas University Endowment Fund, as to Parcel 1; Sedgwick County, Kansas, as to Parcel 2; The State of Kansas, as to Lots 18 and 20, on Minneapolis and Sedgwick County, Kansas as to all of Lots except Lots 18 and 20, on Minneapolis of Parcel 3; The Kansas University Endowment Association, as to Parcel 4; and The City of Wichita, as to Parcel 5

3. The land referred to in the Commitment is described as follows:

Parcel 1:

Lots 1, 2 and 3 on Hydraulic Avenue and Lots 10, 11, 12, 13, 14, 15 and 16, EXCEPT beginning at the Southwest corner of Lot 16, thence northerly along the West line of said Lot 16 to the Northwest corner thereof, thence southeasterly to a point on the South line of said Lot 16, said point being 80 feet westerly of the Southeast corner thereof, thence westerly along the South line of said Lot 16 to the place of beginning, on Kansas Avenue, W. S. Miller Addition to Wichita, Kansas, Sedgwick County, Kansas.

Parcel 2:

Lots 1 thru 40, odd and even, inclusive, Younkins Addition to Wichita, Kansas, Sedgwick County, Kansas, together with the
(See "EXHIBIT A" attached)

"EXHIBIT A"

Commitment No.: C428673

vacated east and west alley and vacated north and south alley in said addition.

Parcel 3:

Lots 9, 11, 13, 15, 17, 19, 21 and 23, on Kansas Avenue, and Lots 10, 12, 14, 16, 18, 20, 22 and 24, on Minneapolis Avenue, Beall & Berry's Subdivision of Lot (7) of Tarltons 2nd Addition to the City of Wichita, Kansas, Sedgwick County, Kansas.

Parcel 4:

Lots 9, 11, 13, 15, 17, 19, 21 and 23, on Minneapolis Avenue, Beall & Berry's Subdivision of Lot (7) of Tarltons 2nd Addition to the City of Wichita, Kansas, Sedgwick County, Kansas.

Parcel 5:

Beginning at intersection of North line of Ninth and East line of the Northeast Quarter of Section 16, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; north along said East line to South line of Tenth Street; west to East line of the right-of-way of the Wichita Drainage Canal; Southeast along said right-of-way to the North line of Ninth Street; east to beginning.

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B

Commitment No.: C428673

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the deeds and/or mortgages, the form and execution of which is satisfactory to the Company, the policy or policies will be issued containing exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

GENERAL EXCEPTIONS:

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. 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.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.

SPECIAL EXCEPTIONS:

- B. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
 - a. Parcel 1: year 1990 EXEMPT. (Key #C-14025, C-14026, C-14027, C-14034, C-14035, C-14036, C-14037, C-14038, C-14039 AND C-14040)
 - b. Parcel 2: year 1990 EXEMPT. (Key #C-09120 THROUGH C-09124)
 - c. Parcel 3: year 1990 EXEMPT. (Key #C-00860, C-00863, C-00865, C-00867 AND C-00868)
 - d. Parcel 4: year 1990 - \$221.91 Paid. (Key #C-00871)
 - e. Parcel 5: not assessed on tax rolls.

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B-(continued)

Commitment No.: C428673

THE FOLLOWING ITEMS AFFECT PARCEL 1:

9. Building setback lines as shown on the recorded plat of said subdivision over the west 30 feet of Lots 1, 2 and 3 and the east 30 feet of Lots 10, 11, 12, 13, 14, 15 and 16.
10. Utility easement established by the recorded plat of said subdivision over the east 7 feet of Lots 1, 2, and 3; and the west 7 feet of Lots 10, 11, 12, 13, 14, 15 and 16.
11. Sewer easement granted to the City of Wichita over the west 10 feet of the east 65 feet of Lots 1, 2 and 3, the east 10 feet of the west 55 feet of Lots 10, 11, 12, 13, 14, and the south 5 feet of the west 50 feet of Lot 14 and the north 5 feet of the west 50 feet of Lot 15, in Book Misc. 168, Page 424.
12. Terms and provisions of the Private Easement Agreement established on Film 713, Page 1139, for the benefit of Lots 1 and 2.

THE FOLLOWING ITEMS AFFECT PARCEL 2:

13. Agreement for installation of underground circuits with Kansas Gas & Electric Company, filed in Book Misc. 681, Page 270.
14. Easements, if any, for public utilities installed in, under or upon the vacated alley prior to the vacation thereof, and for which no notice appears in the Office of the Register of Deeds.
15. An easement for right of way for controlled access highway purposes over and upon all that part of Lots 1, 2, 3, 4, 5 and 6 on Ninth Street in Younkin's Addition, described as follows: Beginning at the SE/corner of said Lot 6, thence northerly on the East line of said Lot 6, a distance of 60 feet, thence westerly to a point on the West line of said Lot 5, said point being 60 feet northerly of the SW/corner of said Lot 5, thence northwesterly to a point on the West line of said Lot 3, said point being 85 feet northerly of the SW/corner of said Lot 3, thence northwesterly to a point on the North line of said Lot 1, said point being 10 feet easterly of the NW/corner of said Lot 1, thence westerly on the North line of said Lot 1, a distance of 10 feet to the NW/corner of said Lot 1, thence southerly on the West line of said Lot 1 to the SW/corner of said Lot 1, thence easterly on the North line of said Ninth Street to the place of beginning, as condemned in District Court Case No. C-16292.
16. Terms and provisions of the unrecorded lease between Board of County Commissioners of Sedgwick County, Kansas, lessor, and University of Kansas School of Medicine, Wichita, lessee, notice of which is given by the instrument filed on Film 397, Page 264: leasing and demising the following: Lots 1 to 40, odd and even,

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B-(continued)

Commitment No.: C428673

inclusive, in the Younkin Addition to Wichita, Kansas and the vacated alley adjacent to said lots; and Lots 10, 12, 14, 16, 22 and 24, Minneapolis Avenue, Beal and Berry's Subdivision in Wichita, Sedgwick County, Kansas.

THE FOLLOWING ITEMS AFFECT PARCEL 3:

17. Terms and provisions of the unrecorded lease between Board of County Commissioners of Sedgwick County, Kansas, lessor and University of Kansas School of Medicine, Wichita, lessee, notice of which is given by the instrument filed on Film 397, Page 264; leasing and demising the following: Lots 1 to 40, odd and even, inclusive, in the Younkin Addition to Wichita, Kansas, and the vacated alley adjacent to said lots; and Lots 10, 12, 14, 16, 22 and 24, Minneapolis Avenue, Beal and Berry's Subdivision in Wichita, Sedgwick County, Kansas.

THE FOLLOWING ITEMS AFFECT PARCELS 4 AND 5:

18. None.

THE FOLLOWING ITEM AFFECTS ALL PARCELS:

19. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$2,500.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charges for same shall have been paid.

If you have any questions
concerning this commitment,
please call:

Curtis Timmons
267-8371

nt

Schedule B of this Commitment consists of 3 pages.

TRACT 1:

Beginning at the Southeast Corner of Lot 16 (Kansas Avenue), W.S. Miller Addition to Wichita, Kansas; Thence Bearing $\text{N } 00^{\circ}-02'-51''$ W, 87.00 feet; Thence Bearing $\text{N } 46^{\circ}-45'-57''$ W, 415.55 feet to a point on the West line of Northwest Quarter, Section 15, Township 27 South and Range 1 East of the 6th P.M., said point being on the extended South line of Lot 3 of W.S. Miller Addition; Thence Bearing $\text{N } 89^{\circ}-32'-07''$ E, 171.32 feet to the Southeast Corner of said Lot 3; Thence Bearing $\text{S } 00^{\circ}-02'-26''$ E, 150.04 feet to the Southwest Corner of Lot 15, W.S. Miller Addition; Thence Bearing $\text{S } 45^{\circ}-55'-06''$ E, 71.36 feet to a point 80.00 feet West of the point of beginning; Thence Bearing $\text{N } 89^{\circ}-32'-07''$ E, 80.00 feet to the point of beginning containing 0.4235 acres more or less.

TRACT 2:

Beginning at the Southwest Corner of intersection of Tenth Street and Hydraulic Avenue in City of Wichita, Kansas, said point of beginning being on the South Right-of-Way line of Tenth Street and the West Right-of-Way line of Hydraulic Avenue; Thence Bearing $\text{S } 00^{\circ}-01'-54''$ E along the West Right-of-Way line of Hydraulic Avenue, 175.03 feet; Thence Bearing $\text{S } 89^{\circ}-55'-40''$ W, 16.00 feet; Thence Bearing $\text{N } 22^{\circ}-57'-21''$ W, 189.98 feet to a point on the South Right-of-Way line of Tenth Street; Thence Bearing $\text{N } 89^{\circ}-55'-39''$ E, along said South Right-of-Way line of Tenth Street, 90.00 feet to the point of beginning containing 0.213 acres more or less.

The University of Kansas Medical Center School of Medicine-Wichita

Facilities Management

September 7, 1994

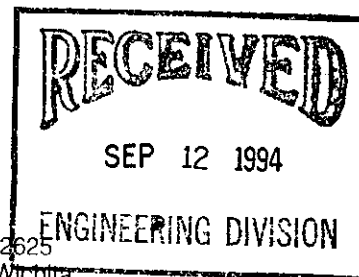
Benny Tarverdi
Kansas Department of Transportation
3200 East 45th Street North
Wichita, Kansas 67220-1432

Re: KDOT Joint Use of Right-of-Way Agreement

Dear Benny:

As a followup to our discussion this morning regarding the joint use agreement between the University and KDOT, I have listed (5) concerns within the agreement as outlined by our University attorney.

1. Section 4 - The University intends to impose a parking fee in the area, but this reflects cost recovery, not income, and we need the agreement to state that the income we collect is not covered by this section.
2. Section 6 - The 30-day notice for termination must be changed to one year.
3. Section 8 - As an agency of the State of Kansas, we are precluded from carrying public liability insurance. We can agree to repair damage we cause. Any claims for damage due to our negligence would be pursued under the Kansas Torts Claims Act.
4. Section 9 - We are not authorized to agree to indemnity and hold harmless provisions. We can agree that the City is not responsible for claims, costs, etc. resulting from our performance of this contract or for maintenance, so long as the City does not breach any of its obligations.
5. Section 14 - This section refers to license fees to be paid by KU. We need to be assured there are no license fees, or we need to know the amount of the fees.



1010 N. Kansas • Wichita, Kansas 67214-3199 • (316) 261-2625
Main Campus, Lawrence • Medical Center, Kansas City and Wichita

September 15, 1994

STAFF REPORT

(First Revised Final Plat Approved 10/14/93)
(Final Plat Approved 9/16/93, Preliminary Plat Approved 5/16/91)

CASE NUMBER: S/D 91-23 KUMC FIRST ADDITION TO WICHITA, KANSAS

OWNER/APPLICANT: University of Kansas Endowment Association; Sedgwick County; and City of Wichita.

SURVEYOR/ENGINEER: Municipal Engineers, 254 Laura, Suite 201, Wichita, KS 67211

LOCATION: East of Hydraulic between 9th and 11th Streets North.

SITE SIZE: 10 acres

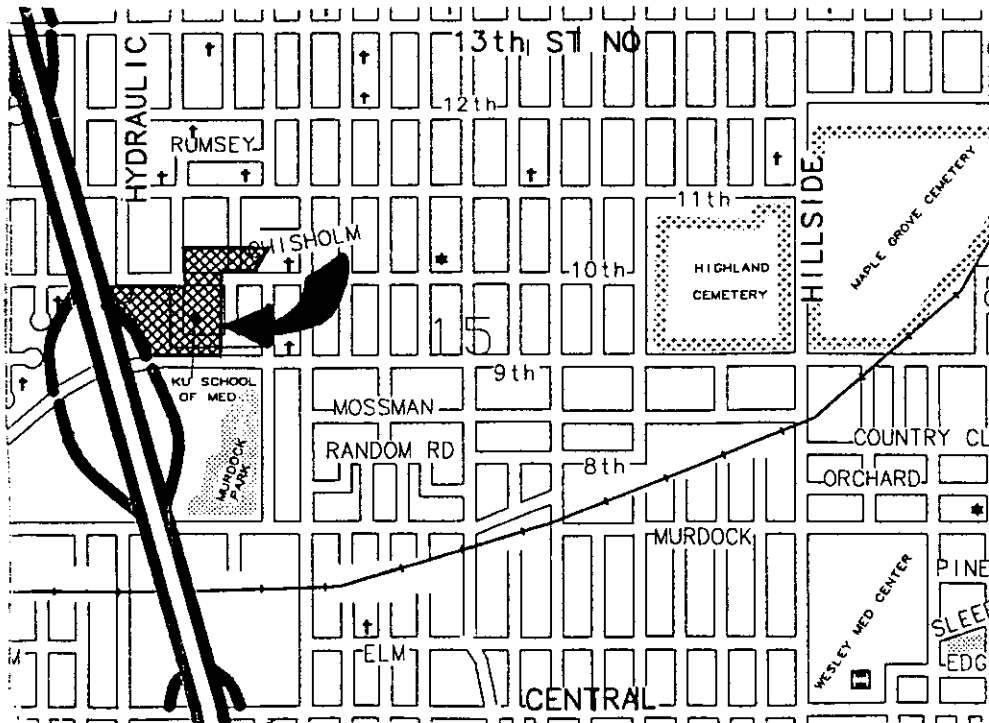
NUMBER OF LOTS

Residential:	6 (Education & Medical)
Office:	
Commercial:	
Industrial:	
Total:	<u>6</u>

MINIMUM LOT AREA: 6,750 sq. ft.

CURRENT ZONING: "B" Multiple Family Dwelling

VICINITY MAP:



STAFF COMMENTS:

- A. The applicant shall guarantee or provide an acceptable means for the closure and/or reconstruction to private drive standard, the street entrances at 10th and Kansas, and 9th and Minneapolis indicated as being involved in street vacations. Prior to submitting the final plat tracing the applicant shall meet with City Engineering to determine what actions to take.
 - B. The applicant shall guarantee the relocation and/or abandonment of all sewer laterals not being covered by a public utility easement on this plat. As indicated by Engineering, temporary easements shall be provided, by separate instrument, for any lines needing to be relocated.
 - C. The applicant shall guarantee the abandonment of those public water lines not being provided for by this replat.
 - D. The applicant shall guarantee the extension of sanitary sewer to serve any lots not already served (Lot 2, Block 1; Lot 2, Block 2; and Lot 1, Block 3). The final plat tracing shall also indicate any needed utility easements for such sanitary sewer lines.
 - E. Any drainage improvements required by the platting of this property shall be part of site redevelopment.
 - F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
 - G. Since five feet of right-of-way is being dedicated by this plat for Kansas Avenue adjacent to Lot 1, Block 2, the legal description in the surveyor's text shall begin at the SW corner of Lot 7, Beal & Berry's Subdivision, not five feet east of that lot corner.
 - H. The access control notation in the plattor's text shall be revised to state that "all abutter's rights of access to or from I-135 over and across the southerly lines of Block 1 are hereby granted to the appropriate Governing Body."
 - I. The contingent alley dedication in the plattor's text shall be revised to state that the "20' alley dedication along the northeast side of Lot 1, Block 2, is contingent upon the opening of the alley to the north."
 - J. The plattors' text does not have to be repeated for each separate plattor. All owners may sign below one plattor's text as long as each signature is notarized. Each signature shall have the name printed below the signature line.
 - K. The applicant shall meet with representatives from Cablevision, K. G. & E.--Electric and K. G. & E. --Gas to determine what utilities will need to be relocated or if utility easements need to be shown on the final plat. The applicant shall obtain a letter from each of these utilities indicating that satisfactory arrangements have been made for any required relocations, or that a meeting was held and it was determined that no relocations were necessary.
-

- L. The platting binder previously submitted is outdated (February 1991) and a revised binder shall be submitted. All parties indicated as having an interest in this site shall be shown as signing the final plat tracing.
 - M. The applicant's engineer is advised that the Register of Deeds is requiring the names(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
 - N. The applicant shall install or guarantee the installations of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
 - O. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(c).
 - P. Recording of the plat within 30 days after approval by the City Council.
-

**SUBDIVISION COMMITTEE
METROPOLITAN AREA PLANNING
COMMISSION**

AGENDA ITEM NO. 10

September 15, 1994

Second REVISED FINAL PLAT
KUMC FIRST ADDITION (S/D 91-23)

This revised plat was submitted 9-8-94. Staff comments will be available at the Subdivision Committee meeting on 9-15-94.

History of S/D 91-23: Preliminary plat approved by S/D Committee 5/16/91
Final Plat approved by S/D Committee 9/16/93
First Revised Final Plat approved by S/D Committee 10/14/93

#1:
CHISELED ON NE COR
RIDGE AT 9TH ST
CANAL
I-130736

Excluded "A"



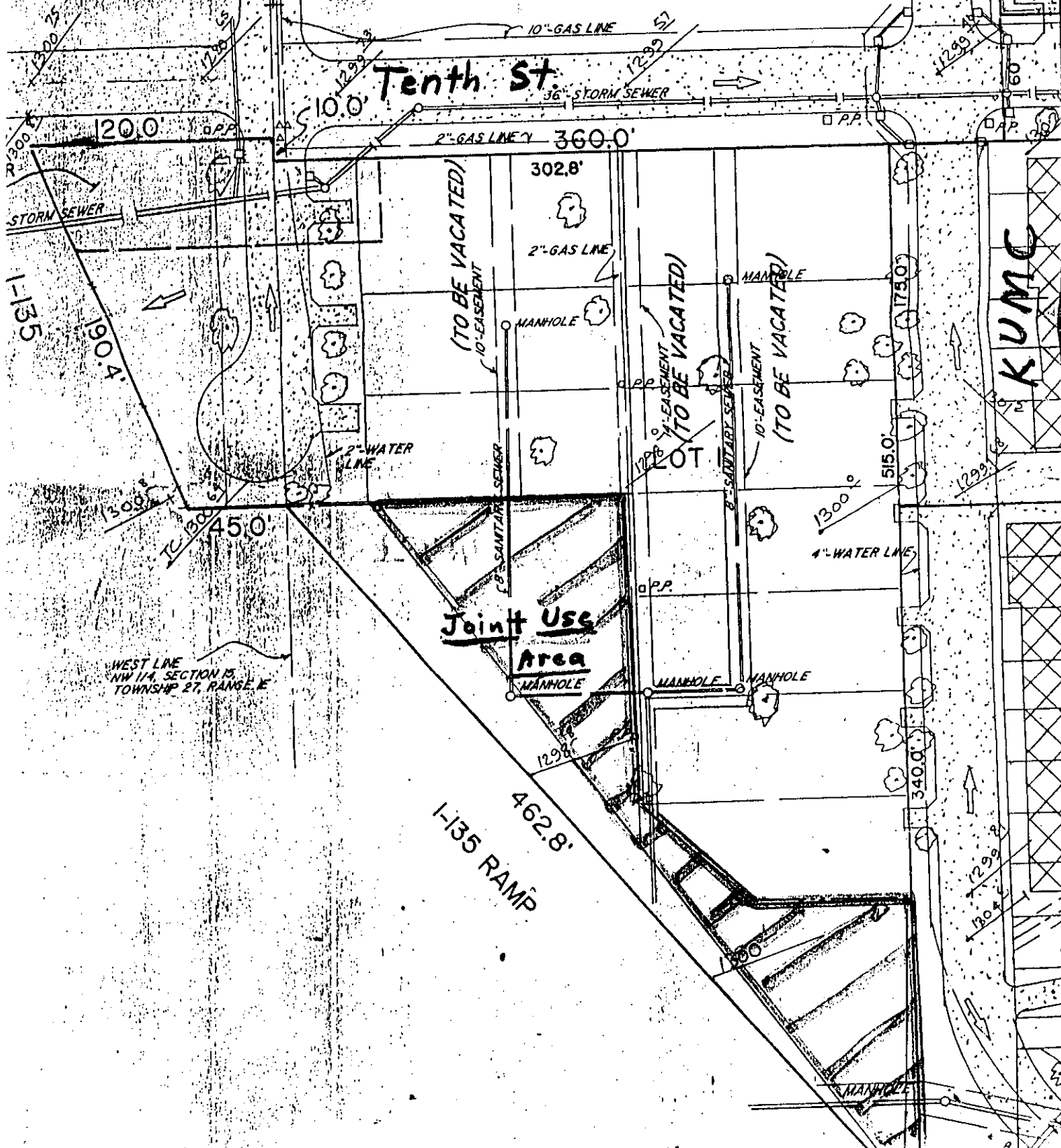
B.M. # 2:
"P" CHISELED AT END
RETURN ON KANSAS AT
NE COR. OF 10TH & KANSAS
ELEV.= 1299.93

SCALE: 1" = 50'

BEAL &
BERRY'S SUBDIVISION
"ZONED B"

HYDRAULIC AVENUE

KANSAS AVENUE



WEST LINE
NW 1/4 SECTION 13,
TOWNSHIP 27, RANGE 1E

KUMC

MINOR STREET PRIVILEGE
PROCEDURES

1. Applicant submits a letter of request (sample provided) with a drawing, plan and/or photographs of proposed improvements and a certificate of insurance naming the City as an additional insured (and revisions to the standard cancellation clause per the attached sample). Also provided is a copy of the City code pertaining to Minor Street Privileges (MSP). The letter of request and associated information is submitted to the City Engineer at the address shown on the sample letter. A \$50.00 administrative fee must be submitted with the request.
2. The City Engineers Office will review the Minor Street Privilege request including contacting other City offices for their review and approval with any conditions or requirements. Any additional information required for the review or any necessary revisions to the proposed plan request will be reviewed with the applicant. (The annual permit fee will be calculated or a fee negotiated if the use exceeds 5,000 square feet. *waived for KUMC.*)
3. The MSP permit will be issued following obtaining all necessary approvals. MSP permits are issued subject to the conditions specified in the City Code pertaining to MSP's as well as any other conditions appropriate to the proposed use. All other permits (and inspections) required for the type of improvements, i.e. plumbing, street cut, dirt cut, etc., are the responsibility of the permittee which generally require licensed contractors to take out the permits and to perform the work.

*Info on parking
& site plan*

Date _____

Mr. Mike Lindebak, P.E.
City Engineer
Engineering Division
City Hall - Seventh Floor
455 North Main
Wichita, Kansas 67202

Dear Mr. Lindebak:

I request permission to _____

_____ in the City parking adjacent to my property addressed as _____

_____ in accordance with the enclosed plans, drawings and/or photographs.

The legal description of my property at this address is as follows:

Lot: _____ Block: _____

Addition: _____

-or-

Metes and bounds description: _____

I agree to maintain liability insurance with the C required by the City Attorney to hold the City ha personal injury or property damage, either public to the installation and maintenance of the encroa

The \$50.00 administrative charge is enclosed.

Sincerely,

*note:
Jim,
no
annual
permit
fee.*

ount
for
cur due

*Seri Lynde
5-25-93*

Property _____

Telephone Number _____

PROJECT NO. 135-87 I-135-1(58)

JOINT USE OF RIGHT OF WAY - FREE PARKING AREA

CITY OF WICHITA, KANSAS

KANSAS UNIVERSITY MEDICAL CENTER

A G R E E M E N T

This Agreement made and entered into this _____ day of _____, 19____, by and between the City of Wichita, a municipal corporation of the State of Kansas, hereinafter called "Licensor", and Kansas University Medical Center, hereinafter called "Licensee".

R E C I T A L S:

WHEREAS, The Licensee desires to use one tract of land that is part and parcel of the state highway facility, referred to as a city connecting link and under the jurisdiction of the City of Wichita, Kansas, as a free parking area for the patients and those attending educational classes or seminars.

WHEREAS, Licensor, with approval of the Secretary of Transportation of the State of Kansas, is willing to permit joint use of the right of way providing such use does not impair the use and safety of the existing public roadway.

NOW, THEREFORE, in consideration of the premises the parties hereto mutually agree as follows:

1. Licensor agrees to grant, license and empower, to the extent of its interest therein, the Licensee the right and privilege to use a tract of land along I-135 right of way by the Kansas University Medical Center. The privilege to extend to the location shown on the print which is marked "Exhibit A" and incorporated herein by reference, specifically described as follows:

A tract of land in Lots 4, 5, 6, 7, 16, 17, and 18 of W. S. Miller Addition, Wichita, Sedgwick County, Kansas, described as follows: BEGINNING at the Northwest Corner of the Lot 4; thence East along the North line to Northeast Corner of the Lot 4; thence South along the East line of Lots 4, 5, and 6, to the Southeast Corner of the Lot 6; thence Southeasterly to the North line 80.0 feet West of the Northeast Corner of the Lot 17; thence East along the North line to the Northeast Corner of the Lot 17; thence South, 100.00 feet along the East line of the Lots 17 and 18; thence Northwesterly to the point of beginning.

2. The Licensee agrees to prepare or have prepared any necessary plans and specifications for the development of the area. Upon approval by the Licensor, the State Transportation Engineer,

and the Federal Highway Administration, the plans are by reference made a part of this Agreement. The Licensee further agrees that any revision in the design of the development, as originally approved for construction, or any change in the authorized use of the right of way shall receive prior review and approval by the Licensor, the State Transportation Engineer, and the Federal Highway Administration.

3. It is agreed that all costs of planning, construction and other contingencies that may arise in connection therewith, shall be at the expense of the Licensee.

4. Disposition of any income generated as a result of the authorized use of the right of way covered by this Agreement shall be the Licensors' responsibility and shall be credited to the state or federal interest as per section 126 (23 U.S.C. 156) of the Surface Transportation and Uniform Relocation Assistance Act of 1987.

5. It is agreed that the authority to use the right of way shall not be transferred, assigned or conveyed without the written approval of the Licensor, the Secretary, and the Federal Highway Administration.

6. The Licensor may in its own behalf terminate this license at any time by giving Licensee a thirty (30) day written notice of such intent.

7. Licensee agrees that the area will not be used to store any material. Further, the Licensee agrees that the area will not be used for any purposes which would constitute a potential fire hazard or any other hazard which would impair the use or safety of the public roadway.

8. Licensee agrees to provide the necessary safeguards to protect the public and the highway facility and further agrees that they will repair or replace any damages to the highway facility caused by their use thereof, such repair or replacement to be made within a reasonable time after written notice has been given to the Licensee by either the Licensor or the Secretary, or in lieu thereof, at the election of Licensee, compensation may be paid to the Licensor or the Secretary for the necessary expense for the repairs. Licensee shall carry adequate insurance to cover its obligation under this section. It is understood and agreed to by all the parties herein, that the Licensee shall not be granted the use of the tract of land referred to herein and the terms of this Agreement will not be in effect until the Licensee has submitted evidence to the Secretary and the Licensor that it has public liability insurance and the insurance has been approved by the Secretary and the Licensor.

9. The Licensee will save the Licensor and the Secretary and their authorized representatives harmless from any and all costs, liabilities, expenses, damages, suits, judgments and claims of any nature whatsoever arising out of or in connection with the provisions or performance of this contract, or subcontracts entered

into in connection therewith, or the maintenance of the hereindescribed improvement.

10. Licensee agrees the Licensor reserves the right for itself, the Federal Highway Administration and the Secretary, to enter upon the premises at any time to construct, inspect and maintain the right of way or for any other highway purpose in a manner calculated so as not to unreasonably interfere with the Licensee's use of the premises. If the Licensor or the Secretary anticipate that activities under this section may require the disruption of normal operation of the licensed premises, the Licensor or the Secretary shall notify the Licensee of the need for such activities and the expected period of disruption.

11. Licensee agrees that no permanent structure will be built on the right of way, but Licensor agrees that the Licensee may make such temporary improvements, including paved parking, lights and drainage, as are necessary in order that the premises may be used for the purposes hereinbefore stated. Licensee further agrees that the areas provided will be functional and orderly, that any screening measures deemed necessary to improve the appearance of the areas will be provided along with proper maintenance of the right of way to insure a pleasing appearance.

12. Licensee agrees that on-premises signs shall be restricted to those indicating ownership or indicating direction and control of vehicles. Installation of such signs shall be subject to regulation by Licensor, with concurrence of the Secretary, with respect to number, size, location and design.

13. Licensee agrees that as part of the consideration hereof, that it will use the premises in compliance with requirements imposed pursuant to the Civil Rights Act of 1964 and any amendment thereto. (See Special Attachment No. 1 which is incorporated herein by reference.) In the event of breach of any of the above nondiscrimination covenants, the state shall have the right to terminate the license and to re-enter and repossess the land and the facilities thereon, and hold the same as if the license had never been made or issued.

14. Licensor warrants and represents to Licensee that it has full power and authority to enter into this license for the uses herein described, and that it has complied with all laws and regulations applicable to the entering of this Agreement. Licensor further warrants that Licensee, upon paying all license fees hereinunder and observing all terms under this license, shall have the right to use the licensed premises hereunder.

15. It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Licensee, the Secretary and the Licensor and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their proper officers on the day and year first above written.

THE CITY OF WICHITA, KANSAS

LICENSOR

LICENSEE

MAYOR

TITLE

CLERK

REVIEWED AND APPROVED:

MICHAEL L. JOHNSTON
SECRETARY OF TRANSPORTATION

by _____



KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment

To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964 AND REHABILITATION ACT OF 1973

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), § 504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23 and 27), issued pursuant to such Act, hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, sex, age, handicap, or national origin, as more specifically set out in the following eight 'Nondiscrimination Clauses'.

CLARIFICATION

Where the term 'consultant' appears in the following seven 'Nondiscrimination Clauses', the term 'consultant' is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

(Revised 10-30-90)

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the 'consultant's), agrees as follows:

- (1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, age, handicap, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, handicap, or national origin.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of Transportation of the State of Kansas will be permitted access to the consultants books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin.

(Revised 10-30-90)

The University of Kansas Medical Center School of Medicine-Wichita

Associate Dean for Administration

September 2, 1993

Gene Rath
Assistant City Engineer
City Hall, 7th Floor
455 N. Main
Wichita, KS 67202

re: City Property Adjacent to KU School of Medicine

Dear Mr. Rath:

The University of Kansas desires to expand its campus to the west of the medical school on land mostly owned by the Kansas University Endowment Association. Five lots in this land tract are held by the City of Wichita, having been deeded to the City in lieu of condemnation in the late 1960's to build I-135 (see attachment). I am writing you to request a formal commitment from the City of Wichita to allow us to build on these lots, as long as we resolve possible issues of ownership with those who owned the property when the deeds were transferred to the City. We have contacted a title company in Wichita to provide a title opinion about ownership of the lots.

Please let me know if we need to provide anything else to you in order to expedite a final solution so that we can proceed with our plans for expansion.

Sincerely,



Janice M. Arbuckle
Associate Dean for Administration

JMA:dj

Enclosure

cc: Roger Lambson
Doug Moshier
Victoria Thomas
Allen Wiechert

THE CITY OF WICHITA

OFFICE OF ENGINEERING

DATE SEPTEMBER 9, 1993

TO CHRIS CHERCHES, CITY MANAGER

FROM GENE RATH, P.E., ASSISTANT CITY ENGINEER

GR

SUBJECT UNIVERSITY OF KANSAS MEDICAL
CENTER (KUMC)

The KUMC has requested a commitment from the City to provide them property acquired from the I-135 project to expand their campus at 1010 West Kansas.

Engineering has looked into the area. The property in questions could be declared excess right-of-way if KDOT and FHWA concurs. The subject area is an irregular shaped parcel just east of and immediately adjacent to the northbound on-ramp to I-135 at 9th Street (see attached drawing).

Most of the land will actually remain City public street right-of-way to be used for a perimeter roadway along the south and west sides of undeveloped KUMC property. However, KUMC wishes to build over a portion of the property, which is why KUMC is requesting the commitment to transfer ownership of that portion.

Please advise how we should respond, and whether the City would provide the land at no cost or whether the City should sell it to KUMC.

JL/dlp

Attachment(s)

cc: Steve Lackey, P.E., Director of Public Works
Mike Lindebak, P.E., City Engineer

September 9, 1993

Mr. Fred Terry, P.E.
Bureau of Right-of-Way
Kansas Dept. of Transportation
Docking State Office Building
Topeka, KS 66612

Dear Mr. Terry:

Subject: KU School of Medicine

Please recall several weeks ago I talked with you about KU wanting to expand their campus onto property acquired for right-of-way for I-135 (see enclosed drawing).

They have expressed that they are willing to pursue clearing the titles for the land through quit-claims, etc., but want a formal commitment that the City/State will declare the land excess right-of-way and deed it to them for their use.

To the best of our knowledge, the property was acquired with Federal/State participation by the City of Wichita.

Would you contact the appropriate parties at FHWA and KDOT for the desired commitment?

If you wish to discuss this please call me at (316)268-4288.

Sincerely,



Gene Rath, P.E.
Assistant City Engineer

JL/dlp

Encl.(s)

cc: Janice Arbuckle, Assoc. Dean for Administration, KU School of Medicine