

STAFF REPORT
(One-Step Final Plat)

CASE NUMBER: SUB 2003-27 -- WHITE ELEMENTARY SCHOOL ADDITION

OWNER/APPLICANT: USD 259, Attn: Joe Hoover, 201 N. Water, Wichita, KS 67202-1292

SURVEYOR/ENGINEER: AM Consulting, Inc., Attn: Tim Austin, 142 N. Emporia, Wichita, KS 67202

LOCATION: East of Hydraulic, North of 55th St. South

SITE SIZE: 5.84 acres

NUMBER OF LOTS

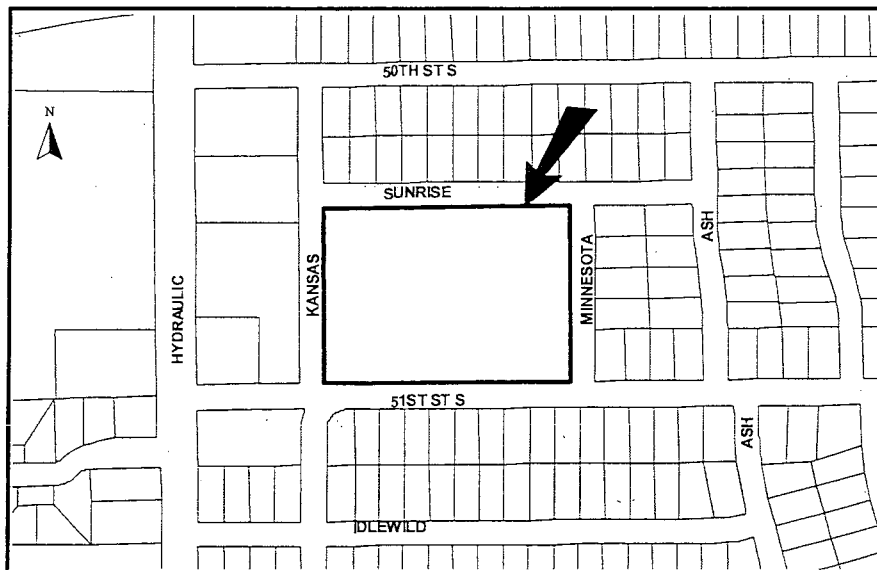
Residential:	1
Office:	
Commercial:	
Industrial:	
Total:	<u>1</u>

MINIMUM LOT AREA: 5.84 acres

CURRENT ZONING: SF-5, Single-Family Residential

PROPOSED ZONING: Same

VICINITY MAP



NOTE: This is an unplatted site located within the City.

Planning Staff recommends approval of the plat.

STAFF COMMENTS:

- A. Municipal services appear to be available to serve the site. City Engineering needs to comment on the need for guarantees or easements.
- B. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- C. City Engineering needs to comment on the status of the applicant's drainage plan.
- D. Traffic Engineering has requested that the applicant obtain a minor street privilege permit for the on-street parking along Kansas.
- E. This property is within a zone identified by the City Engineers' office as likely to have groundwater at some or all times within 10 feet of the ground surface elevation. Building with specially engineered foundations or with the lowest floor opening above groundwater is recommended, and owners seeking building permits on this property will be similarly advised. More detailed information on recorded groundwater elevations in the vicinity of this property is available in the City Engineers' office.
- F. The Applicant is reminded that a platting binder is required with the final plat. Approval of this plat will be subject to submittal of this binder and any relevant conditions found by such a review.
- G. The platting text shall include language that a drainage plan has been developed for the plat and that all drainage easements, rights-of-way, or reserves shall remain at established grades or as modified with the approval of the applicable City or County Engineer, and unobstructed to allow for the conveyance of stormwater.
- H. 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. (Water service and fire hydrants required by Article 8 for fire protection shall be as per the direction and approval of the Chief of the Fire Department.)
- I. 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.
- J. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (Phone 316-946-4556) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- K. The applicant is advised that various State and Federal requirements (specifically but not limited to the Army Corps of Engineers, Kanopolis Project Office, Rt. 1, Box 317, Valley Center, KS 67147) for the control of soil and wind erosion and the protection of wetlands may impact how this site can be developed. It is the applicant's responsibility to contact all appropriate agencies to determine any such requirements.

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- L. The owner of the subdivision should note that any construction that results in earthwork activities that will disturb one (1) acre or more of ground cover requires a Federal/State NPDES Storm Water Discharge Permit from the Kansas Department of Health and Environment in Topeka. Also, for projects located within the City of Wichita, erosion and sediment control devices must be used on ALL projects. For projects outside of the City of Wichita, but within the Wichita Metropolitan area, the owner should contact the appropriate governmental jurisdiction concerning erosion and sediment control device requirements.
- M. Perimeter closure computations shall be submitted with the final plat tracing.
- N. Recording of the plat within thirty (30) days after approval by the City Council and/or County Commission.
- O. The representatives from the utility companies should be prepared to comment on the need for any additional utility easements to be platted on this property.
- P. The applicant is reminded that a disk shall be submitted with the final plat tracing to the Planning Department detailing this plat in digital format in AutoCAD. This will be used by the City and County GIS Department.

Security Title a division of First American Title Kansas Agency, Inc.
434 North Main Street
Wichita, KS 67202

January 30, 2003

Aaron Earleywine
AM Consulting
142 N. Emporia
Wichita, KS 67202
Phone: (316) 265-2870

Fax: (316) 265-2839

Title Officer: Melissa Williams
Phone: (316) 267-8371

Order Number: 139607

Property: 5148 S. Kansas
Wichita, Kansas

Attached please find the following item(s):

Commitment

Thank You for your confidence and support. We at Security Title a division of First American Title Kansas Agency, Inc. maintain the fundamental principle:

Customer First!

FIRST AMERICAN TITLE INSURANCE COMPANY OF KANSAS
INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

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Conditions	

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.
If you have any questions about the Commitment,
please contact the issuing office.

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company of Kansas

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

***First American Title Insurance Company
of Kansas***

BY: *Robert A. Mendenhall* PRESIDENT

ATTEST: *Rebecca J. Carpenter* SECRETARY



SCHEDULE A

Commitment Amendment:

1. Commitment Date: January 21, 2003 at 7:30 A.M.

2. Policy or Policies to be issued:	Amount
(A) ALTA Standard Policy ALTA Owners Policy (10-17-92) Proposed Insured: For Informational Purposes Only	\$0.00

3. (A) The estate or interest in the land described in this Commitment is:

Fee simple

(B) Title to said estate or interest at the date hereof is vested in:

Unified School District No. 259, Sedgwick County, Kansas

4. The land referred to in this Commitment is described as follows:

A tract of land commencing at Southwest corner of the Northwest Quarter of Section 22, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence East along the South line of said Northwest Quarter, a distance of 325 feet to a point of beginning; thence to the left with an angle of 90°, a distance of 486.26 feet; thence to the right with an angle of 90°, a distance of 627.07 feet; thence to the right with an angle of 90°, a distance of 486.26 feet; thence to the right with an angle of 90°, a distance of 627.07 feet to the point of beginning, except the south 30 thereof, and except the west 30 feet thereof, and except the north 30 feet thereof dedicated for streets.

SCHEDULE B
SECTION ONE
REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

SCHEDULE B

SECTION TWO

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, shortages in area or other matters which would be disclosed by an accurate survey or inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Taxes for the fiscal year 2002.

First Installment:	\$6.90, PAID
Penalty:	\$0.00
Second Installment:	\$0.00,
Penalty:	\$0.00
Property I.D. No.:	C-00095-00UP
7. Affidavit by a Kansas Gas and Electric Company employee claiming right-of-way over a portion of subject property recorded on Film 1083, Page 1349.
8. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this commitment, the amount of the requested policy will be assumed to be \$1,000.00, and the total liability of the Company on account of this commitment shall not exceed that amount, until such time as the actual amount of the policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable insurance premium charge for same shall have been paid.

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One
or
eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

AFFIDAVIT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Dennis Cook, of lawful age, states that he is
Estimator of Kansas Gas and Electric Company; that pursuant to
(Title)
the provisions of the original contract to supply electric service to the property
legally described as:

NW 1/4, Section 22, Township 28 South, Range 1 East
5148 South Kansas

in Sedgwick County, Kansas,

Kansas Gas and Electric Company acquired the necessary right-of-way easement to
provide such service to said property; that the electric lines were installed under-
ground; and that by agreement locating the lines the right-of-way easements used for
such purposes consists of:

SEE EXHIBIT "A"

STATE OF KANSAS } SS
SEDGWICK COUNTY }
FILED FOR RECORD AT
8:00 A.M.

Dec 5 89 1041292

PAT KETTLER
REGISTER OF DEEDS

*Ed Reed
Deputy*

Further, affiant saith not.

Dennis Cook
Signed Dennis Cook, Estimator

Subscribed and sworn to before me a notary public in and for said County and
State, this 28th day of November 1989.

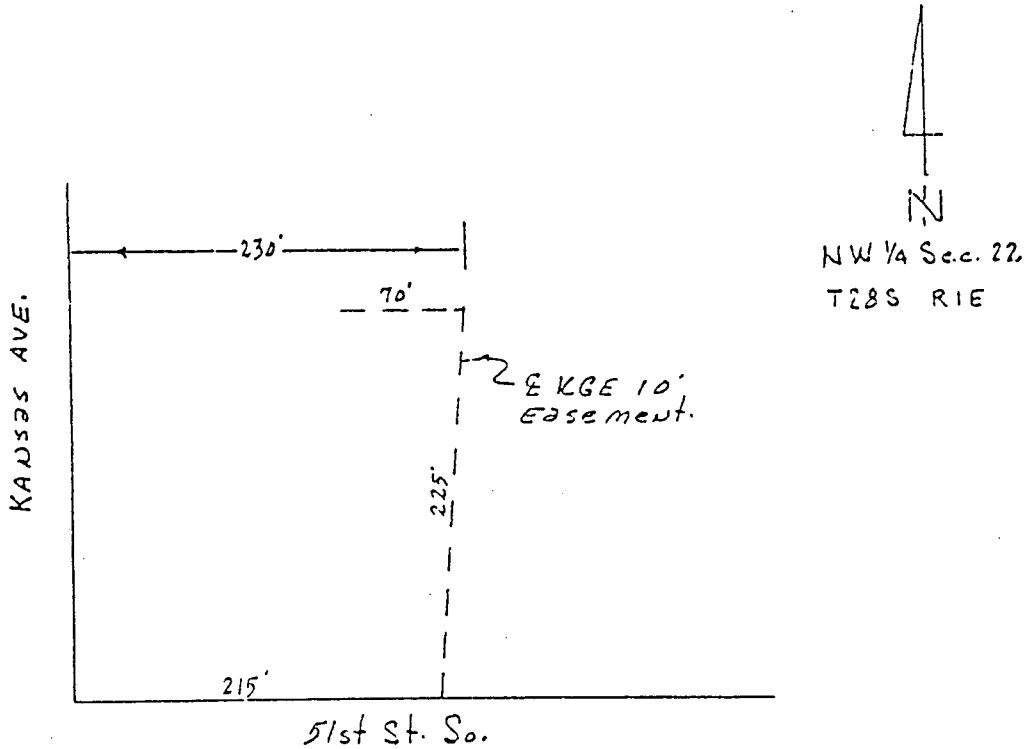
A. Ruth Farmer
Notary Public A. Ruth Farmer
A. RUTH FARMER
NOTARY PUBLIC
STATE OF KANSAS

My commission expires October 16, 1991.

KB & E Box

8:00 CA

EXHIBIT "A"



FORM 402 REV. 9-66

K.G. & E. FACILITIES ON PRIVATE PROPERTY APPROVED BY		TITLE <i>White School 5148 So. Kansas</i>	
_____		BY <i>d.e.c.</i>	DATE <i>11-24-89</i> SCALE <i>1"=100'</i>
TITLE _____ DATE _____		ID. NO. _____	TEL. APPL. _____ SH. OF SHTS. _____
		DIV. _____	CKT. MAP _____ ATLAS PAGE _____