

PLAT NO. S/D 74-49 MAP NO. G-4W-D

NAME O'Dell White Addition

LOCATION: South of Maple in an area west of 135th St. W.

\* ENGINEER Baughman Company P.E.C.

OWNER Clinton O'Dell & Jolly H. White

APPLICATION FILED 4-2-74

SKETCH PLAT FILED 4-2-74

PRELIMINARY FILED 3-18-75

S/D ACTION 4-3-75 Approved

FINAL FILED 4-7-75

S/D ACTION 4-12-75 Approved

MADC ACTION 4-24-75 Approved

ECC ACTION 5-27-75 Approved

RECORDED June 18, 1975

\* REMARKS In Jan, 1975 the applicant changed engineers

S/D 74-49 - O'DELL-WHITE ADD.  
South of Maple in an area west  
of 135th St. West Baughman

POSTED  
4-30-76

ACTION

	DATE
Ad COMMITTEE (John)	Approved 4-3-75
John	Approved 4-17-75
M.A.P.C.	Approved 4-24-75
B.C.C./ <del> </del>	Approved 5-21-75

Map No. G-4W-D  
Sec. No. 26  
Twp. No. 27S  
Range 2W

Subdivision Report and Progress  
S/D No.: 74-49

Name: O'DELL-WHITE ADDITION

General Location: South of Maple in an area west of 135th St. West

Owner: Clinton E. O'Dell & Jolly H. White

Address: 3232 Somerset OH Phone: 838-8422

Subdivider: Same

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Engineer/Surveyor: Baughman Company Professional Engineering Consultants

Address: 330 Laura 1440 E. English Phone: 262-7271

Application Received 4-2-74

Conf. with Applicant None

Sketch Plat Received 4-2-74

Present Zoning R-1

Proposed Zoning R-1

Letter of Intent Verbal ok for preliminary

PREL. PLAT RECEIVED 3-18-75

S/D Comm. Action 4-3-75 App

Dept. Report on Prel. 4-4-75

TRACING PROGRESS:

Received \_\_\_\_\_

Released \_\_\_\_\_

Received \_\_\_\_\_

Released \_\_\_\_\_

FINAL PLAT RECEIVED 4-7-75

S/D Comm. Action 4-17-75

Dept. Report on Final 4-18-75

M.A.P.C. ACTION 4-24-75 App

Dept. Report on Final 4-25-75

Letter on Irons Received \_\_\_\_\_

Title/Taxes Rec'd & Reviewed TAXES 4/28/75

Final Review 4-27-75

Referral to B.C.C. 5-22-75

B.C.C. ACTION 5-27-75 Approved

Recorded 6/8/75

Comments:

\* On Jan. 1975 the applicant changed plating engineers  
\*\* Revised sketch submitted on 2-11-75

O'DELL-WHITE ADD.

Marcellin Strunk, Trustee

Attica Township

USD. #265

REGISTER OF DEEDS

SEDGWICK COUNTY, KANSAS

O'DELL-WHITE ADDITION was

filed for record on June 18, 1975

Register Of Deeds

T9-302 (

T9-328



DOROTHY K. WHITE  
County Clerk

Room 211  
Sedgwick County Courthouse  
Wichita, Kansas 67203  
Telephone (316) 268-7636



February 16, 1977

Mr. Curtis Newby  
Metropolitan Area Planning Commission  
City Hall-Tenth Floor  
455 North Main Street  
Wichita, Kansas 67202

Re: S/D 74-49 -O'Dell-White Addition,  
Letter of Credit, Guarantee for  
Roadway and Drainage Improvements

Dear Mr. Newby:

As per your instructions dated February 10, 1977; this is to advise you that the Irrevocable Letter of Credit, dated June 4, 1975 in the amount of \$2,000 on the O'Dell-White Addition guaranteeing roadway and drainage improvements deposited with the Office of the County Clerk, is hereby released to Mr. H. White, 3232 Somerset, Wichita, Kansas, 67204.

Sincerely,

*Charmaine McDonald*  
Charmaine McDonald  
Deputy County Clerk

cc: Jolly H. White, 3232 Somerset, 67204  
Chris Brennenstuhl, Sedgwick County Department of Public Works

February 10, 1977

Ms. Charmaine McDonald  
Deputy County Clerk  
Sedgwick County Courthouse  
525 North Main  
Wichita, Kansas 67203

Re: S/D 74-43 - O'Dell-White  
Addition, Letter of Credit  
Guarantee for Roadway and  
Drainage Improvements.

Dear Charmaine:

On June 4, 1975, we forwarded to you for acceptance by the County Commission an Irrevocable Letter of Credit in the amount of \$2,000 guaranteeing roadway and drainage improvements as requested by the County Department of Public Works on the O'Dell-White plat. The action of the County Commission was to receive the letter of credit and instruct the County Clerk to file.

The County Department of Public Works now advises that the street and drainage improvements have been made, inspected and approved, and that the letter of credit can now be released to the applicant, Mr. H. White, 3232 Somerset, Wichita, Kansas, 67204. Since your office is holding the letter of credit, it can now be released upon request from Mr. White. If you have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme

cc: Jolly H. White, 3232 Somerset, 67204  
Chris Brennenstuhl, County Building, Planning & Inspection



SEDGWICK COUNTY COURTHOUSE

**COUNTY OF SEDGWICK**  
DEPARTMENT OF PUBLIC WORKS

1015 STILLWELL  
WICHITA, KANSAS 67213

268-7901  
PHONE ~~XXXXXX~~

G. C. McLURE, JR., P. E.  
COUNTY ENGINEER/DIRECTOR OF PUBLIC WORKS

February 7, 1977



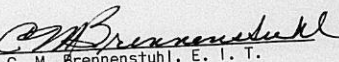
Curtis Newby-Junior Planner  
MAPD  
City Building-Tenth Floor  
455 North Main  
Wichita, Kansas 67202

Re: O'Dell-White Addition

Dear Curtis:

The roadway and drainage improvements required for City View Street within O'Dell-White Addition have been inspected and approved by this department and by the Attica Township Board. We recommend release of the letter of credit obtained by the owners, Clinton E. and Twila J. White, for these improvements.

Yours very truly,  
G. C. McLure, Jr., P. E.  
County Engineer/Director  
of Public Works

By   
C. M. Brennenstuhl, E. I. T.  
Civil Engineer II

GCM/CMB/bd

cc: Clinton E. White

June 4, 1975

Charmaine MacDonald, County Clerk's Office  
Jack H. Galbraith, Chief Planner

Letter of Credit Guarantee for  
Roadway and Drainage Improvements -  
O'DELL-WHITE ADDITION

Attached is an Irrevocable Letter of Credit in the amount of \$2,000 guaranteeing roadway and drainage improvements as requested by the County Department of Public Works on the above-referred to plat.

The plat of O'Dell-White Addition, located in an area south of Maple and west of 135th Street West, was approved by the Board of City Commissioners on May 27, 1975, and we are holding release of the plat tracing pending the action of the Board of County Commissioners on the Letter of Credit.

We would recommend that the action on the Irrevocable Letter of Credit be to "Receive and file."

Jack H. Galbraith  
Chief Planner

JHG:CLN:ber

Attachment

cc: Clay Cox, Assistant County Counselor  
Grover McLure, County Director of Public Works  
Board of County Commissioners

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, William T. Mauck and Aletha Mauck,

husband and wife

being the owner s of the following described real estate in Sedgwick County, Kansas, to wit:

Beginning at a point in the south line of Taft Avenue as platted in Maple Hill 4th Addition to Sedgwick County, Kansas, said point being in the east line and 1,248 feet south of the N.E. corner of the N.W. 1/4, Section 26, Township 27 South, Range 2 West of the 6th P.M.; thence south along the East line of said N.W. 1/4, 538 feet; thence West 40 feet parallel to the South line of said N.W. 1/4; thence North parallel to the East line of said N.W. 1/4 to a point in the South line of Taft Avenue; thence East 40 feet along the South line of Taft Avenue to the point of beginning,

do        hereby dedicate the above described real estate to the public for        Road        purposes.

Executed this 19 day of May 1925.

x William T. Mauck  
William T. Mauck

x Aletha Mauck  
Aletha Mauck

STATE OF KANSAS )  
SEDGWICK COUNTY ) ss

BE IT REMEMBERED, that on this 19 day of May 1925,  
came William T. Mauck and Aletha Mauck, husband and wife

to me personally known to be the same person s who executed the foregoing instrument and duly acknowledged the execution of the same.

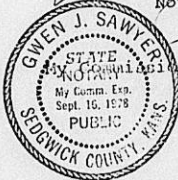
IN WITNESS WHEREOF, I have herunto subscribed my name and affixed my official seal, the day and year last above written.

Submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission and the Board of Commissioners of the City of Wichita, Kansas, and approved by said Board of Commissioners of the City of Wichita, Kansas,

this \_\_\_\_\_,

City Clerk

Gwen J. Sawyer  
Notary Public



Commission Expires: Sept. 16, 1928

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number **74-49** Name **O'DELL-WHITE ADDITION**  
 Application & Sketch Filed: **4-2-74**  
 Preliminary Plat Filed: **3-18-75** Approved by S/D: **4-3-75**  
 Final Plat Filed: **4-7-75** Approved by S/D: **4-17-75**  
 Approved by Metropolitan Area Planning Commission: **4-24-75**

DESCRIPTION

General Location: **South of Maple in an area west  
of 135th Street West**

Surveyor or Engineer: **Professional Engineering Service**  
 Owner: **Clinton E. O'Dell and Jolly H. White**  
 Address: **3232 Somerset**

- |                                       |                          |                    |  |
|---------------------------------------|--------------------------|--------------------|--|
| 1. Gross Acreage of Plat <u>11.1</u>  | 6. Access Control        |                    |  |
| 2. Number of Lots: <u>2</u>           | St. _____                | No. Openings _____ |  |
| Residential _____                     | St. _____                | No. Openings _____ |  |
| Commercial _____                      | St. _____                | No. Openings _____ |  |
| Industrial _____                      | 7. Req'd Improvements    |                    |  |
| Other _____                           | St. Improvement <u>X</u> | Water _____        |  |
| Total Number of Lots: <u>2</u>        | Sidewalk _____           | Drainage <u>X</u>  |  |
| 3. Minimum Lot Area: <u>5.4</u> Acres | Sewer _____              | Other _____        |  |
| 4. Existing Zoning <u>"R-1"</u>       |                          |                    |  |
| 5. Special Problems Discussed _____   |                          |                    |  |

An irrevocable letter of credit in the amount of \$2,000 has been submitted to the County for roadway and drainage improvements.

Planning Commission Recommendation:

**That this plat be approved subject to:**

- A. A contingent street dedication shall be submitted for Valley Hi Road.  
 B. The applicant shall submit a temporary roadway and drainage easement at the south end of City View Street.  
 C. Recording of the plat within 30 days after approval by the Board of City Commissioners.

**Taylor moved, Gragert seconded and it carried unanimously. Rising and Gardenhire absent.**

**ACTION:** Accept the contingent dedication and temporary roadway and drainage easement, instruct the City Clerk to file the contingent dedication and easement with the Register of Deeds, the filing costs of which shall be billed to the applicant, and approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

MARC

CONTINGENT DEDICATION

WHEREAS, Clinton E. O'Dell and Twila J. O'Dell, husband and wife, and Jolly H. White and Hazel M. White, husband and wife, are the owners of property which is being platted as O'Dell-White Addition, Sedgwick County, Kansas; and

WHEREAS, said owners are desirous of making a contingent dedication to the public for street right-of-way purposes covering the following described real estate, to wit:

Beginning at a point in the West line and 1786.00 feet South of the Northwest Corner of the Northeast Quarter of Section 26, Township 27 South, Range 2 West of the 6th P.M.; thence North along the West line of said NE 1/4 and bearing N 0°02'45" W a distance of 35.00 feet; thence bearing N 90°00' E a distance of 1179.63 feet; thence bearing S 0°02'45" W a distance of 35.00 feet; thence bearing N 90°00' W a distance of 1179.63 feet to the point of beginning, except the West 40.00 feet thereof, and

WHEREAS, it is the intention of the owners to dedicate to the public the above described street right-of-way, but effective only in the event of certain contingencies hereinafter specified;

NOW, THEREFORE, Clinton E. O'Dell, Twila J. O'Dell, Jolly H. White and Hazel M. White, being the legal owners of the above described real estate, do hereby dedicate to the public for street right-of-way purposes the easement and right-of-way above described; but the right of the public and of the Board of County Commissioners of Sedgwick County, Kansas, to make use thereof for public purposes, including the shaping of ditches and roadways, the laying of drainage culverts and pipes, and the improvement of roadway surfaces, shall not occur unless and until additional right-of-way of at least equal width and length is dedicated by others, said additional right-of-way to be adjoining the above described real estate on the south, so as to provide a total right-of-way width of seventy feet.

It is the intent of the grantors and owners that this shall be a covenant running with the land and shall be binding upon their heirs, assigns and successors and upon all subsequent owners of any part or parcel of property covered by this dedication.

This instrument executed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 1975.

\_\_\_\_\_  
Clinton E. O'Dell

\_\_\_\_\_  
Jolly H. White

\_\_\_\_\_  
Twila J. O'Dell

\_\_\_\_\_  
Hazel M. White

STATE OF KANSAS)  
SS  
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1975, before me, a Notary Public in and for the County and State aforesaid, came Clinton E. O'Dell and Twila J. O'Dell, husband and wife, and Jolly H. White and Hazel M. White, husband and wife, personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same for themselves and for the purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

SEDGWICK COUNTY, KANSAS

TEMPORARY ROADWAY AND DRAINAGE EASEMENT

\*\*\*\*\*

THIS AGREEMENT made and entered into this-\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by and between Clinton E. O'Dell, Twila J. O'Dell, Jolly H. White & Hazel M. White of \_\_\_\_\_ Sedgwick County, State of \_\_\_\_\_ Kansas, party of the first part, and the Board of County Commissioners of Sedgwick County, Kansas, acting for said County, party of the second part.

WITNESSETH, whereas for the proper operation and maintenance of a roadway cul-de-sac and appurtenant drainage system, upon land owned by party of the first part and described as follows:

The segment of a cul-de-sac whose chord is the east property line of City View Street as shown in O'Dell-White Addition to Sedgwick County, Kansas, whose radius is 75 feet, and whose center is located 1711.03 feet south and 35 feet east of the NW corner of the NE 1/4 of Section 26 T27S, R2E of the 6th P.M. containing 8086.29 Sq. Ft. (See Area 1 in Exhibit 'A')

NOW, THEREFORE, in consideration of the payment of \_\_\_\_\_ Dollars (\_\_\_\_\_), and other valuable considerations as follows:

TO party of the first part, by party of the second part, party of the first part hereby grants and conveys to party of the second part a temporary easement upon the above described premises for the purpose of operating and maintaining a roadway cul-de-sac and appurtenant drainage system according to plans and specifications now on file in the office of the County Engineer of Sedgwick County, Kansas. Said easement shall expire at such time as the cul de sac is abandoned by extension of the constructed roadway as noted on Exhibit "A" attached hereto.

PARTY OF THE FIRST PART

THE BOARD OF COUNTY COMMISSIONERS  
PARTY OF THE SECOND PART

\_\_\_\_\_

CHAIRMAN

RECOMMENDED

\_\_\_\_\_

COMMISSIONER

COUNTY ENGINEER

\_\_\_\_\_

COMMISSIONER

STATE OF KANSAS \_\_\_\_\_ COUNTY, 'ss.

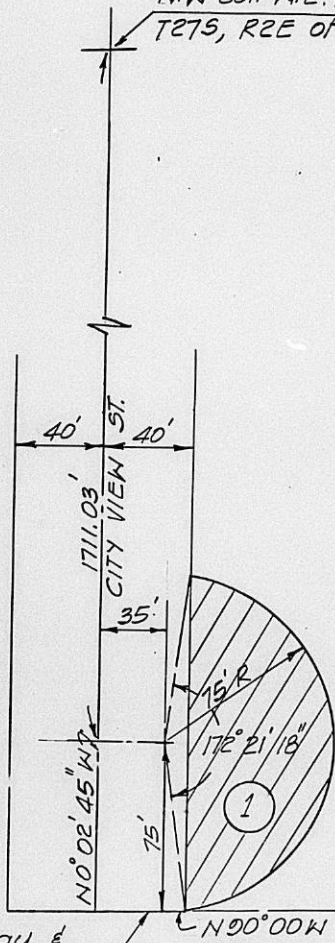
On this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_, before me, a notary public in and for \_\_\_\_\_ County, State of \_\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the person \_\_\_\_\_ named in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ voluntary act and deed.

My commission expires \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

N.W. Cor. N.E. 1/4 Sec 26  
T27S, R2E of 6th P.M.

EXHIBIT "A"



Temporary Roadway & Drainage Esmt. to expire when permanent Roadway is extended South of this line.

Area 1 = 8086.29 sq. Ft.

THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public Works Maint. DATE May 16, 1975

TO Jack Galbraith, Chief Planner, MAPD

FROM M. S. Mitchell

SUBJECT - O'Dell-White Addition  
SD 74-49

Recall that I recommended to the Subdivision Committee that a permit from the Division of Water Resources be obtained for the ponds on subject plat prior to approval of the final plat. Recall also that the owner and his engineer, Professional Engineering Consultants, complained that the cost of obtaining such a permit through the Division of Water Resources would be inconsistent with the purpose for which the plat is intended, namely the building of two houses. Therefore, in lieu of a Division of Water Resources permit for the dams and ponds on subject Addition, the developer's engineer provided a study to determine dimensions of a floodway and minimum building pad elevations for the two lots being platted as O'Dell-White Addition. Please be advised that I have received a report by Professional Engineering Consultants which establishes floodway dimensions and minimum building pad elevations for the area adjacent to the two ponds. The report is satisfactory and a final plat showing those dimensions and elevations will be approved.

*M. S. Mitchell*  
M. S. Mitchell  
Ass't. Superintendent of  
Public Works Maintenance

MSM/glm

cc: G. H. Wilton  
Professional Engineering Consultants  
O'Dell-White Addn. Plat File  
Guy Gibson, Chief Engineer, Div. of Water Resources



May 7, 1975

William H. Keltner  
Professional Engineering  
Consultants  
1440 East English  
Wichita, Kansas 67211

Re: O'Dell-White Addition -  
S/D 74-49 - contingent  
dedication.

Dear Mr. Keltner:

We have reviewed the contingent dedication of which you submitted to our office, and this is to advise you that we feel that the instrument should be modified to state that the dedication of street right-of-way shall not occur unless and until said right-of-way is needed by the public for street purposes. Please submit the revised dedication at your earliest convenience.

If you wish to discuss this matter further, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme

cc: Jolly H. White, 3232 Somerset, 67204

April 30, 1975

Ray Bruggeman, Director of Public Works

Curtis L. Newby, Junior Planner

O'Dell-White Addition - generally located  
in an area south of Maple and west of 135th  
Street West.

On Wednesday, April 23, 1975, a meeting was held in the Planning Department to determine if the above referred to plat was to be considered an urban or suburban plat as far as street and sewer improvements were concerned, attending the meeting were G. C. McLure, Director, County Public Works Department, Don Yelton, Assistant County Engineer, Dick Linn, City Engineer, William Keltner, engineer representing the applicant, and myself.

Various aspects of this case were discussed and it was pointed out that subject plat is located within the urban growth area. It was also noted that the lot sizes involved in this two lot plat, being larger than 25,000 square feet, placed the plat in the suburban category as defined by the Subdivision Regulations. It was therefore agreed that this plat should be treated as a suburban plat and the required improvements would be suburban streets and private sewer and water facilities.

Dick Linn requested that Planning advise the Public Works Department on future plats as to their classification, urban or suburban so that they would know how to recommend on improvements.

Therefore, we will in our plat, pink and green sheet staff reports on plats outside the city limits, try to indicate how the plat is to be classified to aid your Department in reviewing plats. This hopefully will also help the County in their review of plats.

If you have any questions concerning this matter, please call.

Curtis L. Newby, Junior Planner

CLN:rme

cc: Dick Linn, City Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE  
SOIL CONSERVATION SERVICE  
4100 Maple, Wichita, KS 67209 316 943 9471

April 25, 1975

Curtis Newby  
MAPD  
City Annex Building  
104 S. Main  
Wichita, KS 67202

Re: O'Dell-White Subdivision  
S/D 74-49

Dear Curtis,

For your information, Mr. Bill Kelner, Professional Engineering Consultant, has contacted me by phone regarding the above plat and erosion and sediment conservation measures. He has been advised that as long as the current cover of grass is not removed, the erosion hazards are minimal. If the cover is removed a formal erosion and sediment control plan will be needed.

Call if you have any questions.

Sincerely,

*Larry L. Henry*

Larry L. Henry  
District Conservationist



AMERICAN LAND TITLE ASSOCIATION  
OWNER'S POLICY FORM B-1970  
(Amended 10-17-70)

17 035 04 13782

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or
4. Unmarketability of such title.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

*Alvin W. Long*

President.

Issued by:  
THE SECURITY ABSTRACT &  
TITLE COMPANY, INC.  
434 North Main Street  
Wichita, Kansas 67202  
(316) AM 7-8371



ATTEST:

*Chester C. McCallough*

Secretary.

IMPORTANT

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the real estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

SCHEDULE A

Number	Date of Policy	Amount of Insurance
17 035 04 13782	3-8-74 @ 7:00 A.M.	\$10,750.00

1. Name of Insured:

Clinton E. O'Dell and Twila J. O'Dell, husband and wife, an undivided one-half interest,  
AND  
Jolly H. White and Hazel M. White, husband and wife, an undivided one-half interest,  
as joint tenants

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee simple

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

None

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

A Tract in the Northeast Quarter of Section 26, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as beginning at a point on the West line of said  $\frac{1}{4}$  section 1460 feet South of the Northwest corner thereof, said point being 40 feet West of the Southwest corner of Lot 1, Block 3, Maple Hill Fifth Addition, Sedgwick County, Kansas; thence East parallel with the North line of said  $\frac{1}{4}$  section and along the South line of said Block 3, 470.67 feet; thence with an angle to the left and continuing along the South line of said Block 3, 436.86 feet; thence East parallel with the North line of said  $\frac{1}{4}$  section and along the South line of said Block 3, 318.91 feet to the Southeast corner of Lot 8, Block 3, in said Addition; thence South parallel with the West line of said  $\frac{1}{4}$  section, 522.06 feet; thence West parallel with the North line of said  $\frac{1}{4}$  section, 1180 feet to the West line of said  $\frac{1}{4}$  section; thence North 326 feet to the point of beginning, except the West 40 feet for road purposes.

This policy valid only if Schedule B is attached.

**SCHEDULE B**

Policy Number 17 035 04 13782  
Owners

This policy does not insure against loss or damage by reason of the following exceptions:

**General Exceptions:**

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records.
- (4) 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.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

**Special Exceptions:** The mortgage, if any, referred to in Item 4 of Schedule A.

6. Taxes or special assessments which have not been certified to the Office of the County Treasurer and entered on the tax rolls thereof prior to the date hereof.
7. Legal effects and consequences of: Case #C-29046 - Roy L. Whiteley and Evelyn L. Whiteley -vs- Clinton E. O'Dell d/b/a O'Dell Construction Company. Damages filed November 8, 1973. Pending.

Countersigned

*Jalen M. Ball*

Authorized Signatory

t ff

Schedule B of this Policy consists of 1 pages.

#### 1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

#### 2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

#### 3. Defense and Prosecution of Actions—Notice of Claim to be given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this

policy by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

#### 4. Notice of Loss—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

#### 5. Options to Pay or Otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

#### 6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

(i) the actual loss of the insured claimant; or

(ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

#### 7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

#### 8. Reduction of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

#### 9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under

CONDITIONS AND STIPULATIONS (Continued on Reverse Side)

## CONDITIONS AND STIPULATIONS (Continued)

any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

### 10. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed on a pro rata basis as if the amount of insurance under this policy was divided pro rata as if the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

### 11. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights

and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be payment bears such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

### 12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

### 13. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its principal office at 111 West Washington Street, Chicago, Illinois 60602, or at any branch office of the Company.

American Land Title Association  
Owner's Policy Form B-1970  
(Amended 10-17-70)

# POLICY OF TITLE INSURANCE



THE SECURITY ABSTRACT &  
TITLE COMPANY, INC.  
434 North Main Street  
Wichita, Kansas 67202

CHICAGO  
TITLE INSURANCE  
COMPANY  
111 WEST WASHINGTON STREET  
CHICAGO, ILLINOIS 60602

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH  
OFFICE OF ENVIRONMENTAL HEALTH

DATE APRIL 14, 1975

TO Curtis Newby, Junior Planner  
FROM Steve Innes, Environmental Health Engineer

SUBJECT O'Dell - White Addition  
Water and Sewerage

The use of private water wells on subject property south of Maple in an area west of 135th Street West is approved. Wells must be constructed in accordance with Article 30 of the State Health Regulations.

The use of a single family waste stabilization pond on each lot of this addition is approved. The actual application for a pond, fee payment, and construction approval may occur at any future date.

*Steve Innes*  
Steve Innes  
Environmental Health Engineer

SI/gt

cc Clinton E. O'Dell and  
Jolly H. White  
3232 Somerset  
Wichita, Kansas 67204

W. K. Keltner, P. E.  
Professional Engineering Consultants  
1440 E. English  
Wichita, Kansas 67211



TWO

PLEASE DO NOT FOLD OR MUTILATE

4333

CHECKS PAYABLE TO

*Ronald G. Miller*  
COUNTY TREASURER

*Marie Urdson*  
COUNTY CLERK

IMPORTANT - IF THIS STATEMENT IS \$10.00 OR LESS, IT MUST BE PAID IN FULL.

LEGAL DESCRIPTION

BEG 1460 FT S NW COR  
NE 1/4 E 470.67 FT NELY  
436.66 FT E 338.91 FT  
S. 528.06 FT W 1180 FT N  
326 FT TO 366 EXC W 40 FT  
FOR ST SEC 26-27-28

PLEASE RETURN ALL COPIES OF THIS STATEMENT. THE FIRST HALF DELINQUENT DEC. 21, 1974 SECOND HALF DELINQUENT JUNE 21, 1975 WITH INTEREST AT 10% PER ANNUUM.

RE-05-0309-13-4  
AT - -00146-0014 02-01  
CLINTON E ODELL ETAL  
3832 SOMERSET  
WICHITA KS 67204

PLEASE CONTACT COUNTY ASSESSOR ON QUESTIONS ABOUT ASSESSED VALUATION

RONALD G. MILLER  
COUNTY TREASURER, SEDGWICK COUNTY  
WICHITA, KANSAS 67203

INTEREST  
CA  
CK

TOTAL		FIRST	SECOND	DATE	INTEREST	PAID	RECEIPT NO.
				APR 17 75	30.96	50	31.46
							166269

VALUATION	MILL LEVY	GENERAL TAX	SPECIAL TAX	TOTAL TAX	FIRST HALF	SECOND HALF	
380	081.486	30.96		30.96	15.48	15.48	1974 REAL ESTATE TAX

NOTE - DUE NOV. 1, 1974 - FIRST HALF DELINQUENT DEC. 21, 1974 - SECOND HALF DELINQUENT JUNE 21, 1975

SEVEN	MAY 15 1975							INTEREST	TOTAL PAID	RECEIPT NO.

April 25, 1975

Professional Engineering Consultants  
1440 East English  
Wichita, Kansas 67211

Re: S/D 74-49 - Final Plat of  
O'DELL-WHITE ADDITION

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on April 24, 1975, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee, subject to the conditions stated in our letter of April 18, 1975, except that condition I. was deleted.

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

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. Certification by an attorney that fee title is vested in the platlor.
4. Certification that all taxes due and payable for 1974 and prior years have been paid.

If you have any questions, please call.

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:ber

cc: Clinton E. O'Dell and Jolly H. White, 3232 Somerset 67204  
Dean Sellers, Assistant City Engineer

April 18, 1975

Professional Engineering  
Consultants  
1440 East English  
Wichita, Kansas 67211

Re: S/D 74-49 - Final plat of  
O'DELL-WHITE ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, April 17, 1975, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- The contingent street dedication shall be submitted in the form of a separate instrument. The applicant shall contact the Planning Department regarding this matter.
- The applicant shall contact the County Engineer relative to the submission of an appropriate guarantee for the improvement of City View Street and the submission of plans and profiles for said street improvement.
- An executed copy of the turnaround easement at the south end of City View Street shall be submitted to the Planning Department.
- The applicant and/or his engineer shall contact the County Zoning Office relative to indicating an appropriate street name for the future east-west street adjacent to the south line of subject plat.
- The plat's text shall be amended as follows: "...into a block, lots and a street, the same to be known as O'Dell-White Addition to Sedgwick County, Kansas. An easement....".
- Since subject property is within three miles of the City of Wichita, the appropriate text for acceptance of the dedications by the City Commission shall be added to the plat.

S/D 74-49  
April 18, 1975  
Page 2

- G. The applicant shall contact the Environmental Health Department relative to obtaining approval for private water wells on subject property and approval of waste stabilization pond sewer systems for subject property. A letter from the Health Department setting forth the approvals shall be submitted to the Planning Department.
- H. A final site grading plan for subject property shall be submitted to the County Engineer.
- I. The applicant shall work with the City Engineer, County Engineer and Metropolitan Area Planning Department relative to guaranteeing the improvement of streets dedicated on this plat and sanitary sewer to serve this area.
- J. The applicant shall contact Larry L. Henry of the Soil Conservation Service relative to taking proper precautions to prevent soil erosion from wind and water during the development of subject property.
- K. The applicant's engineer shall submit a hydrology study to M. S. Mitchell of the Maintenance-Flood Control Office. A letter obtained from Mr. Mitchell approving the floodway and pad elevations, based on said study, shall be submitted to the Planning Department.
- L. Recording of the plat within 30 days after approval by the Board of City Commissioners.

In addition to the above comments the applicant should be aware that any further subdivision of the two lots being proposed could require improvements to the two existing ponds and the associated drainage system crossing subject property.

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, April 24, 1975, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme  
Enclosure

cc: Clinton E. O'Dell & Jolly H. White, 3232 Somerset, 67204  
Dean Sellers, Assistant City Engineer

S/D NO. 74-49 Name O'DELL-WHITE ADDITION  
Date Application Rec'd. 2-11-75 Preliminary Approval 4-3-75  
Scheduled S/D Meeting 4-17-75

DESCRIPTION

General Location South of Maple in an area west of 135th Street West

Owner Clinton E. O'Dell & Jolly H. White  
Surveyor/Engineer Professional Engineering Consultants  
Address 1440 East English Phone 262-2691

- |   |                                    |
|---|------------------------------------|
| 1. Gross Acreage of Plat <u>11.144</u>                              | 7. Lineal Feet of New Streets:     |
| 2. Number of Lots:  | a. <u>40</u> R/W <u>326</u> ft.    |
| Residential <u>2</u>  | b. <u>    </u> R/W <u>    </u> ft. |
| Commercial <u>    </u>  | c. <u>    </u> R/W <u>    </u> ft. |
| Industrial <u>    </u>  | d. <u>    </u> R/W <u>    </u> ft. |
| Other <u>    </u>   | e. <u>    </u> R/W <u>    </u> ft. |
| Total Number of Lots <u>2</u>                                       | TOTAL <u>326</u> ft.               |
| 3. Minimum Lot Frontage <u>35</u> ft.                               | 8. Sidewalk adjacent to all        |
| 4. Minimum Lot Area <u>5.4 Ac ±</u> ft.                             | streets? <u>yes</u> <u>X</u> no    |
| 5. Existing Zoning <u>R-1</u>                                       |                                    |
| 6. Proposed Zoning <u>R-1</u>                                       |                                    |
| 9. Public Water Supply <u>No</u> (Yes-No), Name <u>    </u>         |                                    |
| 10. Public Sanitary Sewers <u>No</u> (Yes-No), Name <u>    </u>     |                                    |
| 11. Health Department Approval (where applicable) <u>    </u>       |                                    |
| 12. City of Wichita <u>    </u> : Three-Mile Area <u>X</u> (Yes-No) |                                    |

STAFF COMMENTS:

- A. The contingent street dedication shall be submitted in the form of a separate instrument. The applicant shall contact the Planning Department regarding this matter.
- B. The applicant shall contact the County Engineer relative to the submission of an appropriate guarantee for the improvement of City View Street and the submission of plans and profiles for said street improvement.
- C. An executed copy of the turnaround easement at the south end of City View Street shall be submitted to the Planning Department.
- D. The applicant and/or his engineer shall contact the County Zoning Office relative to indicating an appropriate street name for the future east-west street adjacent to the south line of subject plat.
- E. The plattors text shall be amended as follows: "... into a Block, Lots and a street, the same to be known as O'Dell-White Addition to Sedgwick County, Kansas. An easement ..."
- F. Since subject property is within 3 miles of the City of Wichita, the appropriate text for acceptance of the dedications by the City Commission shall be added to the plat.
- G. The applicant shall contact the Environmental Health Department relative to obtaining approval for private water wells on subject property and approval of waste stabilization pond sewer systems for subject property. A letter from the Health Department setting forth the approvals shall be submitted to the Planning Department.
- H. A final site grading plan for subject property shall be submitted to the County Engineer.

- I. The applicant shall contact Larry L. Henry of the Soil Conservation Service relative to taking proper precautions to prevent soil erosion from wind and water during the development of subject property.
- J. The applicant's engineer shall submit a hydrology study to M. S. Mitchell of the Maintenance-Flood Control Office. A letter obtained from Mr. Mitchell approving the floodway and pad elevations based on said study shall be submitted to the Planning Department.
- K. Recording of the plat within 30 days after approval by the Board of City Commissioners.

April 7, 1975

Professional Engineering  
Consultants  
1440 East English  
Wichita, Kansas 67211

Re: S/D 74-49 - Preliminary  
Plat of O'DELL-WHITE  
ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, April 3, 1975, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. The 35 foot wide portion of Lot 2 for a future street adjacent to the south line of Lot 1 shall be continued with a dash line across the balance of Lot 2, and the entire strip of land shall be labeled "contingent street dedication" on the plat.
- B. The contingent street dedication shall be submitted in the form of a separate instrument. The applicant shall contact the Planning Department regarding this matter.
- C. The applicant shall contact the County Engineer relative to the submission of an appropriate guarantee for the improvement of City View Street and the submission of plans and profiles for said street improvement.
- D. An executed copy of the turnaround easement at the south end of City View Street shall be submitted to the Planning Department.
- E. The applicant and/or his engineer shall contact the County Zoning Office relative to indicating an appropriate street name for the future east-west street adjacent to the south line of subject plat.

S/D 74-49  
April 7, 1975  
Page 2

- F. A 25 foot triangular drainage easement shall be indicated at the street intersection on the southwest corner of Lot 1.
- G. It shall be noted that at some future time Decker Drive should either be terminated in a cul-de-sac or extended on to the south. In the event it is continued south, that applicant shall be advised that he would be subject to heavy street improvement assessments.
- H. The applicant shall contact the Environmental Health Department relative to obtaining approval for private water wells on subject property and approval of waste stabilization pond sewer systems for subject property. A letter from the Health Department setting forth the approvals shall be submitted to the Planning Department.
- I. A final site grading plan for subject property shall be submitted to the County Engineer.
- J. The applicant shall contact Larry L. Henry of the Soil Conservation Service relative to taking proper precautions to prevent soil erosion from wind and water during the development of subject property.
- K. The applicant's engineer shall submit a hydrology study to H. S. Mitchell of the Maintenance-Flood Control Office. A letter obtained from Mr. Mitchell approving the floodway and pad elevations based on said study shall be submitted to the Planning Department.
- L. 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. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- M. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Enclosed herewith is the "marked" copy of the preliminary plat for your information and files.

If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme

S/D 74-49  
April 7, 1975  
Page 3

**Enclosure**

cc: Clinton E. O'Dell and  
Jolly H. White  
3232 Somerset  
Wichita, Kansas 67204

Dean Sellers, Assistant City Engineer

PRELIMINARY PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 74-49 Name O'DELL-WHITE ADDITION  
Date Application Rec'd. 2-11-75 Preliminary Approval \_\_\_\_\_  
Scheduled S/D Meeting 4-3-75

DESCRIPTION

General Location South of Maple in an area west of 135th Street West.

Owner Clinton E. O'Dell & Jolly H. White  
Surveyor/Engineer Professional Engineering Consultants  
Address 1440 East English Phone 262-2691

- |   |                     |                                 |                |
|---|---------------------|---------------------------------|----------------|
| 1. Gross Acreage of Plat                                      | <u>11.144</u>       | 7. Lineal Feet of New Streets:  |                |
| 2. Number of Lots:  |                     | a. <u>40</u> R/W <u>326</u> ft. |                |
| Residential   | <u>2</u>            | b. _____ R/W _____ ft.          |                |
| Commercial  | _____               | c. _____ R/W _____ ft.          |                |
| Industrial  | _____               | d. _____ R/W _____ ft.          |                |
| Other   | _____               | e. _____ R/W _____ ft.          |                |
| Total Number of Lots  | <u>2</u>            | TOTAL                           | <u>326</u> ft. |
| 3. Minimum Lot Frontage                                       | <u>35</u> ft.       | 8. Sidewalk adjacent to all     |                |
| 4. Minimum Lot Area   | <u>5.4</u> Ac ± ft. | streets? <u>yes</u> <u>X</u> no |                |
| 5. Existing Zoning  | <u>R-1</u>          |                                 |                |
| 6. Proposed Zoning  | <u>R-1</u>          |                                 |                |
| 9. Public Water Supply No (Yes-No), Name                      | _____               |                                 |                |
| 10. Public Sanitary Sewers <u>NO</u> (Yes-No), Name           | _____               |                                 |                |
| 11. Health Department Approval (where applicable)             | _____               |                                 |                |
| 12. City of Wichita _____ : Three-Mile Area <u>X</u> (Yes-No) |                     |                                 |                |

STAFF COMMENTS:

- A. The 35 foot wide portion of Lot 2 for a future street adjacent to the south line of Lot 1 shall be continued with a dash line across the balance of Lot 2, and the entire strip of land shall be labeled "contingent street dedication" on the plat.
- B. The contingent street dedication shall be submitted in the form of a separate instrument. The applicant shall contact the Planning Department regarding this matter.
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- D. An executed copy of the turnaround easement at the south end of City View Street shall be submitted to the Planning Department.
- E. The applicant and/or his engineer shall contact the County Zoning Office relative to indicating an appropriate street name for the east-west street adjacent to the south line of subject plat.
- F. A 25 foot triangular drainage easement shall be indicated at the street intersection on the southwest corner of Lot 1.
- G. It shall be noted that at some future time Decker Drive should either be terminated in a cul-de-sac or extended on to the south. In the event it is continued south, that applicant shall be advised that he would be subject to heavy street improvement assessments.
- 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. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.

I. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Form 223-021

**PAYMENT NOTICE**  
City of Wichita

**PAY AT TREASURER'S OFFICE - FIRST FLOOR**

Bldg & Elev.	Elec.	Elev. Insp.	Exam. Fees
Hse. Mvr.	Hse. Moving	Licse.	Mech.
Oil Well	Pav. Cuts	Plan.	Plbg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer		

DESCRIPTION	AMOUNT
CD. 11/11/75	

Name: PEI

Address: 1916 E. Franklin

Type: AA 4-7-75 Due Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Date: 1/16/75 By: [Signature]

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

OFFICE OF ENVIRONMENTAL HEALTH

DATE March 11, 1974  
9-0018

TO Curtis Newby, Junior Planner

FROM *RM* Richard Marney, Environmental Engineer

SUBJECT Percolation Test for  
Clinton O'Dell

Results of soil percolation test generally located  $\frac{1}{4}$  mile south of Maple and  $\frac{1}{4}$  mile west of 135th Street West were acceptable with an average rate of 70 minutes.

Individual wells and septic systems are approved for the property with the following conditions:

1. That for two bedroom homes the septic system consist of a minimum of a 750 gallon tank and 500 feet of lateral line.
2. That for a three or four bedroom home the system consist of a 1,000 gallon tank and 750 feet of lateral minimum.
3. That at such time as public sewers are available, they are utilized.
4. That before each installed individual septic system is covered, the Health Department is notified for inspection.

fs

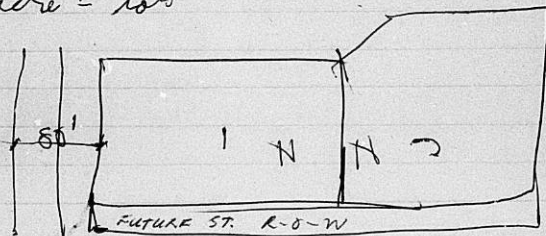
cc: Clinton O'Dell  
3232 Somerset  
Wichita, Kansas 67204

Ms. Nancy Graham  
County Engineer's Office



1-28-75 Kellner DEC

- 2 5 acre ± lots



Will submit sketch of  
2 lot plat.

says Aiken will go along with  
2:5 acre lots

March 4, 1975

Nancy Graham, County Engineering

Curtis L. Newby, Junior Planner

Sketch plat of O'Dell-White Addition

Attached is a revised copy of the O'Dell-White Addition sketch plat. They are now proposing two lots with Health Department approval for septic tank use for two building sites only. They do not intend to obtain a State permit for the pond at this time. Professional Engineering Consultants will be working out a floodway on subject property for approval of M. S. Mitchell.

Please advise me of your comments as soon as possible so that we may in turn advise the applicant.

---

Curtis L. Newby  
Junior Planner

CLN:rme  
Attachment



# MEMO

TO: M.A.P.D.

PROJECT NO. 30-75038-468

PROJECT: White-O'Dell Plat

COPIES TO:

J. White

ATTN: Curt Newby

DATE: Feb. 11, 1975

FROM: W. H. Keltner

REFERENCE: Sketch Plat Submittal

PLEASE ADVISE IMMEDIATELY OF ANY MISCONCEPTIONS OR OMISSIONS YOU BELIEVE TO BE CONTAINED HEREIN.

Transmitted herewith are five prints of the subject sketch plat for your review. As you are aware we have proposed two 5 acre+ lots. Discussions with Mr. Aiken indicate that individual lagoons will be considered for acceptance. The floodway limits will be determined by analysis after topo of the drainage area is available. The owner has made arrangements for Road R/W along the west side, and will construct a street with a temporary cul-de-sac to County standards as a condition of platting. It is our understanding that the additional R/W for the cul-de-sac may be in the form of a separate easement.

We would like to submit a preliminary plat for this parcel by Feb. 24, 1975. We would appreciate any help you can give to meet this schedule.

Thank you , W. H. Keltner

Map No.: \_\_\_\_\_  
Section No.: \_\_\_\_\_  
Twp. No.: \_\_\_\_\_  
Range: \_\_\_\_\_

S/D No. \_\_\_\_\_

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: O'dell-White Addition

General Location: Lying south of Maple Hill 5th Addition in the NE 1/4  
Sec. 26, T27S, R2W

Name of Property Owner: Jolly White and Clinton O'dell  
Address: 3311 Porter, Wichita, Kansas 04 Phone: 838-4468  
Name of Subdivider: Same  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name of Agent/Surveyor: Professional Engineering Consultants, P.A.  
Address: 1440 E. English, Wichita, Ks. Phone: 262-2691  
Date of Application: 2-11-75

SUBDIVISION INFORMATION:

- |  |                                      |
|--|--------------------------------------|
| 1. Gross Acreage of Plat <u>11.144</u>   | 7. Lineal Feet of New Streets:       |
| 2. Number of Lots:   | a. <u>40'</u> R/W <u>326 In.</u> ft. |
| Residential <u>2</u>   | b. _____ R/W _____ ft.               |
| Commercial _____   | c. _____ R/W _____ ft.               |
| Industrial _____   | d. _____ R/W _____ ft.               |
| Other _____  | e. _____ R/W _____ ft.               |
| Total Number of Lots <u>2</u>  | TOTAL <u>326 In.</u> ft.             |
| 3. Minimum Lot Frontage _____ ft.  | 8. Sidewalk adjacent to all          |
| 4. Minimum Lot Area <u>5.4 Ac +</u> <u>##.</u>                                 | streets? <u>yes</u> <u>x</u> no      |
| 5. Existing Zoning <u>R-1</u>  |                                      |
| 6. Proposed Zoning <u>R-1</u>  |                                      |
| 9. Public Water Supply <u>(XXX-No)</u> , Name _____                            |                                      |
| 10. Public Sanitary Sewers <u>(XXX-No)</u> , Name _____                        |                                      |
| 11. Health Department Approval (where applicable) _____ (Yes- <del>XXX</del> ) |                                      |
| 12. <del>XXXXXXXXXXXX</del> <u>Three-Mile Area</u>                             |                                      |

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

Owner's Signature: Jolly White

Wichita-Sedgwick County Metropolitan Area  
Planning Commission, Room 402, City Building  
Annex, 104 South Main Street, Wichita, Kansas

Received by Paul Newby  
Date 2/11/75  
Fee Submitted none

Jolly H. White  
3311 Porter  
Wichita, Kansas  
May 7, 1974

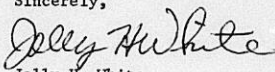
Mr. Curtis Newby  
Junior Planner  
Wichita Sedgwick County  
Metropolitan Area  
104 South Main  
Wichita, Kansas

Dear Mr. Newby:

Thanks for taking the time to meet with us this morning  
to review the steps necessary to further the platting  
of our land.

We look forward to receipt of your letter outlining the  
steps we should now follow to obtain approval to build  
on this property.

Sincerely,



Jolly H. White

JHW:csc



May 7, 1974

Baughman Company  
330 Laura  
Wichita, Kansas 67211

Re: S/D 74-49 - Sketch Plat of  
O'DELL-WHITE ADDITION.

Gentlemen:

This letter is to list the conditions necessary on the above referred to sketch plat for the submission of a preliminary plat. As a result of the meeting held on May 7, 1974 with your Mr. O'Dell, Mr. White, representatives of the Health Department and Flood Control Office and myself, the following conditions were discussed and established in regards to this plat:

- A. The applicant's surveyor submit the necessary drawings and information to the State Board of Water Resources relative to obtaining a permit for the existing pond on subject property. In the event that such a permit is not required by law as may be determined by the Board of Water Resources, the applicant shall furnish to the Planning Department a letter from said Board stating that such is the case.
- B. The applicant's surveyor shall meet with the County Engineer relative to street design and drainage associated with the plat prior to the submission of the preliminary plat.
- C. The applicant shall obtain by separate instrument the balance of right-of-way necessary to dedicate City View Street on subject property.
- D. Lot 10 as indicated on the sketch plat shall be changed to a reserve and/or floodway on the preliminary plat.
- E. The preliminary plat when submitted shall involve all of the applicant's ownership with the understanding that a final plat can be submitted on only a portion of subject property.

May 7, 1974  
Page 2

- F. The applicant shall continue to work with the Health Department relative to the design and approval of the sewerage stabilization system to be utilized on subject property for two building sites only, until such time as sanitary sewer is available to serve all of the lots in the plat.
- G. Requirements for a preliminary plat (see Article 5, Part 3) of the MAPC Subdivision Regulations.

If you have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rms

cc: Clinton E. O'Dell and Jolly H. White  
3232 Somerset, 67204  
Nancy Graham, County Engineering  
1015 Stillwell, 67213  
Rick Marney, Environmental Health Department

May 2, 1974

M. S. Mitchell, Maintenance-Flood Control

John Richter, Planning Analyst

S/D 74-49 - Sketch plat of O'Dell-White Addition.

The attached sketch has been recently submitted to our office. Subject property is zoned R-1 Suburban Residential. I would appreciate your review of this sketch with any comments returned to our office no later than Tuesday, May 7, 1974. It should also be noted that the applicant has been consulting with the Environmental Health Department regarding the development of subject property and it is anticipated that only Lots 6 and 7 will be finalized and built upon until sanitary sewer is available to serve subject property. The balance of the property is to be utilized for temporary waste stabilization systems.

JR:rme  
Attachment

Memos and attachments also sent to:

Nancy Graham, County Engineering  
Bill McKinley, Traffic Engineering

Map No.: \_\_\_\_\_  
Section No.: \_\_\_\_\_  
Twp. No.: \_\_\_\_\_  
Range: \_\_\_\_\_

S/D No. 74-49

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: O'Dell-White Addition

General Location: 135th St. west and Maple

Name of Property Owner: Clinton E. O'Dell and Jolly H. White

Address: 3232 Somerset Phone: 838-8422

Name of Subdivider: Same Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Agent/Surveyor: Baughman Company

Address: 330 Laura Phone: 262-7271

Date of Application: April 2, 1974

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 11.1 acres
2. Number of Lots: 10
  - Residential \_\_\_\_\_
  - Commercial \_\_\_\_\_
  - Industrial \_\_\_\_\_
  - Other \_\_\_\_\_
3. Minimum Lot Frontage 120 ft.
4. Minimum Lot Area 30,000 sq. ft.
5. Existing Zoning R-1
6. Proposed Zoning R-1
7. Lineal Feet of New Streets:
  - a. 40 R/W 326 ft.
  - b. 70 R/W 1140 ft.
  - c. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - TOTAL 1466 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply (Yes-No), Name \_\_\_\_\_
10. Public Sanitary Sewers (Yes-No), Name \_\_\_\_\_
11. Health Department Approval (where applicable) \_\_\_\_\_ (Yes-No)
12. City of Wichita Three-Mile Area X

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

Owner's Signature: Clinton E. O'Dell

Wichita-Sedgwick County Metropolitan Area  
Planning Commission, Room 402, City Building  
Annex, 104 South Main Street, Wichita, Kansas

Received by Carl Hawley  
Date 4/2/74  
Fee Submitted none