

PLAT NO. S/D 74-106 MAP NO. 5550

NAME MoPac First Addition

LOCATION Northwest corner of 25th St. North and
Hydraulic

ENGINEER Delamater, Freund & Scherer

OWNER Missouri Pacific Railroad

APPLICATION FILED 9-23-74

SKETCH PLAT FILED 9-23-74

PRELIMINARY FILED 10-4-74

S/D ACTION 10-17-74 ~~Refused~~ 11-7-74 Approved

FINAL FILED 11-22-74

S/D ACTION 12-5-74 Approved

MAPC ACTION 12-12-74 Approved

BCC ACTION 12-27-74 Approved as recommended
5-13-75 Approved petition for sewer and street paving

RECORDED May 24, 1975

REMARKS _____

S/D 74-106 - MoPac First Add. -
Northwest corner of 25th St. No.
and Hydraulic. Delamater, Freund

Postcard
10-8-74

ACTION

S/D COMMITTEE	DATE
<i>Deferred</i>	<i>10-17-74</i>
<i>Approved</i>	<i>11-7-74</i>
<i>Approved</i>	<i>12-5-74</i>
<i>Approved</i>	<i>12-12-74</i>
<i>S/D Comm. final</i>	
<i>M.A.P.C.</i>	
B.C.C.	<i>Approved and</i>
	<i>recommended</i>
BCC	<i>Approved the petition</i>
	<i>for sewer and street</i>
	<i>grading.</i>

Map No. 5550
Sec. No. 4
Twp. No. 27S
Range 1E

Subdivision Report and Progress
S/D No.: 74-106

Name: MoPac First Addition

General Location: Northwest corner of 25th St. North and Hydraulic

Owner: Missouri Pacific Railroad % Jim Stone
Address: 6400 Martin Ave., K.C., MO. 64120 Phone: 483-0525
Subdivider: same
Address: _____ Phone: _____
Engineer/Surveyor: Delamater Freund & Sherer, P.A.
Address: 512 Century Plaza Bldg. Phone: 262-8293

Application Received 9-23-74 FINAL PLAT RECEIVED 11-22-74
Conf. with Applicant 9-23-74 applicants S/D Comm. Action 12-5-74 App
Sketch Plat Received 9-23-74
Present Zoning F Dept. Report on Final 12-6-74
Proposed Zoning F M.A.P.C. ACTION 12-12-74 Approved
Letter of Intent verbal ok given on 9-27-74 Dept. Report on Final 12-13-74
PREL. PLAT RECEIVED 10-4-74 Letter on Irons Received N/A
S/D Comm. Action 10-17-74 deferred Title/Taxes Rec'd & Reviewed 4/22/75
11-7-74 Approved Final Review _____
Dept. Report on Prel. 10-18-74/11-5-74 Referral to B.C.C. _____

TRACING PROGRESS:
Received 4/22/75
Released _____
Received _____
Released _____

B.C.C. ACTION 12-27-74 Approved as recommended
Recorded May 21, 1975

Comments:

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

MOPAC FIRST ADDITION was
filed for record on May 21, 1975

Robert J. McQuinn
Register of Deeds

T9-328

June 17, 1975

Donald C. Gisick, City Clerk

Curtis L. Newby, Junior Planner

Resolutions for S/D 74-106 - MoPac First Addition.

In a memo dated May 5, 1975, we instructed that the City Clerk withhold publication of the resolution for MoPac First Addition until all other conditions of plat approval have been satisfactorily complied with. This is to advise you that all conditions of approval have now been met and the plat tracing filed of record with the Register of Deeds. Therefore, the associated resolutions may now be published.

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

CLN:rme

Curtis L. Newby, Junior Planner

THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public Works Maint. DATE May 21, 1975

TO Jack Galbraith, Chief Planner, MAPD

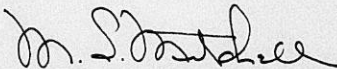
FROM M. S. Mitchell

SUBJECT - MOPAC 1st Addition

Reference is made to my several requests for an overall drainage plan of the entire railroad yard site as it affects drainage on and across subject Addition. I have met today with Wilmer Freund and a representative of the Railroad and have accepted a print of the Railroad's station map on which have been outlined drainage areas, 100-year frequency discharge estimate and a typical cross section of the ditch to be constructed and maintained by the Railroad on a 40 ft. private easement located along the south property line.

A portion of the Railroad site now drains south and west to the north end of Cleveland Avenue. The Railroad is desirous of continuing to use Cleveland Avenue as a drainage outlet and requests notification of proceedings which might impair that right. I have no further questions concerning this plat.

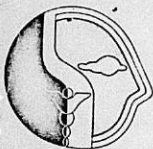
I trust this information is sufficient to permit final processing of the plat; however, if further information or discussion is desired, please advise.



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

MSM/glm

cc: G. H. Wilton
R. W. Bruggeman
Wilmer Freund - Delamater, etc.
MOPAC 1st Addn. Plat File



May 8, 1975
1-150

Mr. K. D. Hestes
General Manager
Missouri Pacific Railroad Company
7400 Martin Avenue
Kansas City, Missouri 64120

Dear Mr. Hestes:

A meeting was held on May 6, 1975, at the Wichita Missouri Pacific Yards concerning drainage as it relates to the platting of the MoPac First Addition. Present were Jim Stone and other Missouri Pacific representatives, the platting engineers, and various local officials.

Because oil and organic matter appear to be flowing from the storm sewer system and discharging off the Missouri Pacific property, it will be necessary to make application for a NPDES (National Pollutant Discharge Elimination System) permit through the Kansas Department of Health and Environment. The plans for the proposed treatment system, the oil separator, will have to be approved by the State and also by this office for a local discharge permit.

You may contact Richard Duty, Chief, Bureau of Water Pollution Control, State Department of Health and Environment, Forbes Air Force Base, Kansas for information regarding the NPDES application, plans, specifications, and design rationale or design data.

Sincerely,

Steve Innes
Environmental Health Engineer

SI/gt

cc M. S. Mitchell
Curtis Newby
C. E. Jones
Richard Duty



Wichita-Sedgwick County Department of Community Health
1900 East Ninth Street - Wichita, Kansas 67214 (316)268-8201

100% recycled paper

5-6-75

Met at the Mopac Plat site with
M. S. Mitchell, Jim Aiken, Steve Diner,
Wilmer Freund, Jim Stone from Mopac
R.R. in Topoka & other Mopac officials.

Meeting in field was to discuss drainage
plan plat requirements & the type of effluent
being carried in the existing drainage system.

Jim Aiken said that plat approval would
not have to be held up because of industrial
waste being discharged into a storm water
sewer system as Mopac had agreed to comply
with state requirements and would install
a separator.

M. S. Mitchell pointed out that to date
none of the drainage area calculations
submitted to him included the surface drainage
being collected at various locations on
the Mopac property and carried underground in a 30" x 20"
pipe to the open 40' wide ditch system to be utilized
~~to drain the plat~~ to drain the plat. He stated that
he needed to know the total amount of drainage
in order to study the proposed drainage system.
After walking the area and confirming that
additional drainage was being carried by the
underground system, the Mopac officials said
a revised drainage plan would be submitted ~~at~~
once to complete the plat requirements. Glenby

CERTIFICATE

State of Missouri) S.S.
City of St. Louis)

I, Missouri Pacific Railroad Company, owner and plat-
tor of MoPac First Addition, do hereby
certify that petitions for the following improvements have been
submitted to the Board of Commissioners of the City of Wichita,
Kansas:

1. Sanitary Sewer to serve MoPac First Addition
2. Paving of New York Avenue
- 3.
- 4.
- 5.
- 6.
- 7.

As a result of the above-mentioned petitions for im-
provements, lots within MoPac First Addition
may be subject to special assessments assessed thereto for the
cost of constructing the above-described improvements.

Signed this 3rd day of April, 1975.

MISSOURI PACIFIC RAILROAD COMPANY

By: J. A. Hanks
Name & Title
Vice President

State of Missouri) S.S.
City of St. Louis)

Be it remembered that on this 3rd day of April,
1975, before me, a notary public in and for said City and State,
came J. A. Hanks, to me personally
known to be the same person who executed the fore-going instrument
of writing and duly acknowledged the execution of same.

In Testimony Whereof, I have hereunto set my hand and
affixed my notarial seal the day and year above written.

Loretta L. Edwards
Notary Public

My Commission Expires:
January 28, 1978

Commissioned within and for the County of St. Louis,
Missouri, which adjoins the City of St. Louis, Missouri,
where this act was performed.

May 5, 1975

Ralph Wulz, City Manager

Jack H. Galbraith, Chief Planner

S/D 74-106 - MoPac First Addition - guarantee petitions for street pavement and sanitary sewer service.

Attached herewith are two petitions and a certificate associated with the MoPac First Addition plat which was approved by the Board of City Commissioners on December 27, 1974 subject to completing all conditions of the plat approval. Two of these conditions of plat approval were to guarantee the paving of New York and to guarantee the extension of sanitary sewer to serve subject property.

This to advise you that the street paving petition submitted by the applicant although valid, is only a 96.7% petition and therefore, the City Engineer has sent appropriate notices to effected property owners advising that this petition would be considered by the governing body at their regular meeting on May 13, 1975. The sanitary sewer petition submitted by the applicant is a 100% valid petition.

Because of yet unresolved drainage problems associated with the plat and guarantees associated with drainage improvements required on the plat we would recommend the following action to be taken by the governing body should they act favorably on the petitions: "approve the petitions and instruct the Director of Law to prepare the necessary resolutions, instruct the City Clerk to withhold filing of the certificate with the Register of Deeds and publication of the resolutions until the Planning Department has advised that all other conditions of the plat approval have been satisfactorily complied with; and at that time bill the publication and filing costs to the applicant".

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

Jack H. Galbraith, Chief Planner

JHG:CLN:rme
Attachments

cc: Dick Linn, City Engineer
Wilmer Freund, Engineer, Delamater, Freund, & Scherer
512 Century Plaza Building, 67202
Jim Stone, 6400 Martin Avenue, Kansas City, Missouri, 64120

May 1, 1975

James F. Aiken, Jr., Director
Environmental Health
1900 East 9th Street
Wichita, Kansas 67214

Re: S/D 74-106 - MoPac First
Addition drainage.

Dear Mr. Aiken:

Attached herewith is a copy of a letter sent to Delamater, Freund & Scherer, the platting engineers on the above referred to plat. The area being platted as MoPac First Addition is located adjacent to the west side of New York Street in an area north of 25th Street North. Across the south 40 feet of the subject plat there is an existing drainage ditch which generally drains the MoPac railroad service facility yards located immediately west of the subject plat. As stated in our letter to the applicant's engineer, M. S. Mitchell of the Maintenance-Flood Control Office has reported that from a visual inspection from the field it would appear that some of the waste water and storm water runoff being discharged into this ditch is carrying crude oil and other industrial waste products. It is the intent of the applicant to drain the subject plat into this ditch system and to drain the ditch under New York Street by means of a concrete box structure and from there into the City's open ditch storm water drainage system generally running north and south along the east side of New York. Since potentially the applicant is going to be discharging industrial waste into the City's storm sewer system in addition to the normal storm water runoff, we have advised the applicant to contact your office regarding this matter. If you would like to discuss this matter further with myself and Mr. Mitchell of the Maintenance-Flood Control Office, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Attachment

May 1, 1975

Delamater, Freund & Schorer
512 Century Plaza Building
Wichita, Kansas 67202

Re: S/D 74-106 - MoPac First
Addition - generally located
at the northwest corner of
25th Street North and
Hydraulic.

Gentlemen:

Based on several conversations with Wilmer Freund of your office last week, I contacted M. S. Mitchell concerning apparently the one remaining uncompleted condition of approval of the above referred to plat. Mr. Mitchell advised that he still needed to see a drainage map which would indicate how much land was draining into the 40 foot drainage easement and ditch located therein at the south edge of this plat. He also indicated that he needed to know whether either the existing 30-inch or existing 24-inch storm sewers drain only MoPac property or if either one was draining other ownerships in addition to MoPac property. He stated that if these two sewers were draining other areas than MoPac property that by some method these two sewers would need to be made into public storm sewers. Mr. Mitchell said he was also interested in knowing just what type of effluent was flowing through the 30-inch and 24-inch storm sewers. If these two storm sewers were carrying industrial waste in addition to storm water runoff, he felt that the drainage could not be discharged into the City's open ditch system located along the east side of New York. I advised Mr. Mitchell that I would write to the applicants and the applicants' engineers outlining the yet unanswered questions that he had raised and ask that they get together with him and resolve these matters. The following day I received a phone call from your office from Mr. Freund and I pointed out to him Mr. Mitchell's concerns. He advised me that a drainage map of the area would be forwarded immediately to Mr. Mitchell for his review.

Delamater, Freund & Scherer
May 1, 1975
Page 2

I also received a phone call from Mr. Jim Stone in Kansas City requesting information as to what needed to be done to complete the plat. I advised him that Mr. Mitchell had raised questions as to the type of effluent which is being carried in the 30-inch and 24-inch storm sewers and also if the storm sewers drained only MoPac property or ownerships as well in the area. Mr. Stone advised me that he would write Mr. Mitchell concerning these two items. Since those conversations, Mr. Mitchell has once again contacted me and advised that from a visual inspection in the field, the storm sewers were carrying what appeared to be a lot of crude oil deposits and as well other foreign material which apparently is being picked up from the area around the fuel storage tanks and wash area in the railroad yard. He also indicated that the drainage map submitted to him did not reflect the volume water being carried by the 24-inch and 30-inch storm sewers which were also being discharged into the open ditch section to the 40-foot drainage easement adjacent to the south side of the subject plat. He indicated that this volume water was also needed to calculate the total estimated runoff from the site passing through the ditch.

Concerning the apparent industrial waste being carried by the 24-inch and 30-inch storm sewers, I advised Mr. Mitchell that I would contact Jim Aiken of the Environmental Health Division of the Wichita-Sedgwick County Health Department and advise him of this situation. It would also appear that the applicant should contact Mr. Aiken regarding this matter and obtain a letter from Mr. Aiken indicating that permission has been granted to discharge the water from the MoPac property into the City's storm sewer system. It is also my understanding that Mr. Mitchell of the Maintenance-Flood Control Office is writing to your office outlining the additional information needs that he requires to give a final approval of his requirements on this plat.

If you have any questions concerning this matter, please do not hesitate to contact me or Mr. Mitchell of the Maintenance-Flood Control Office.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme

cc: Jim Stone, 6400 Martin Avenue, Kansas City, Missouri, 64120
M. S. Mitchell, Maintenance-Flood Control
James Aiken, Environmental Health Division,
Wichita-Sedgwick County Health Department

MISSOURI PACIFIC RAILROAD COMPANY

6400 MARTIN AVENUE, KANSAS CITY, MO. 64120
TEL. AREA CODE 816 483-0525

K. D. HESTES
GENERAL MANAGER
B. E. KERLEE
ASSISTANT GENERAL MANAGER
A. E. ANDERSON
GENERAL SUPERINTENDENT

April 24, 1975

T. L. GIBSON
DISTRICT ENGINEER
H. M. DOAN
MECHANICAL SUPERINTENDENT
J. M. STONE
ASSISTANT TO GENERAL MANAGER
LAND, LEASES AND CONTRACTS

File: G 104-W-23

City of Wichita, Kansas
Metropolitan Area Planning Commission
104 South Main
Wichita, Kansas 67202

Attention: Mr. Curtis Newby

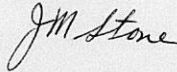
Gentlemen:

Reference to telephone conversation concerning surface drainage into the storm sewer pipe along the west side of proposed Missouri Pacific First Addition on New York Avenue in the vicinity of 25th Street, Wichita, Kansas.

I have checked with our Engineering Department and am advised that the drainage into this pipe comes entirely from the Missouri Pacific property adjacent thereto and consists entirely of surface runoff as a result of rains.

No other property ownership is involved in this drainage area.

Yours truly,



cc: Mr. Wilmer Freund
512 Century Plaza Bldg.
Wichita, Kansas 67202

cc: M. S. Mitchell (4-28-75)

THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public Works Maint. DATE April 25, 1975



TO Jack Galbraith, Chief Planner, MAPD

FROM M. S. Mitchell

SUBJECT - MOPAC First Addn.

Reference is made to a print titled "Station Map - Right-of-Way, Tracks and Structures, Wichita, Sedgwick County, Kansas" received April 23, 1975, on which the Delamater firm marked the outline which was supposed to be the "contributing drainage area for revised flow rate calculations dated 12-6-74". I assume this drawing was to answer my request for an overall drainage plan which would indicate how much water would be discharged into the 40 ft. wide drainage easement at the south end of the plat. Recall also that I have questioned the Railroad on several occasions about their car washdown operation and where the waste from that operation is discharged.

My inspection of the Railroad Yard yesterday reveals that the drainage boundary shown on the map is not correct since it does not take into account the existing underground drainage system which extends for a considerable distance west of the boundary line shown on the station map. I also noticed that discharge from the car washdown operation and runoff from the fueling yard are currently being discharged into the storm water sewer system and it appears possible that the sanitary sewer serving the office, washroom and locker room is connected to the same storm water sewer. In view of these problems, I suggest a meeting with the Health Department, Railroad officials, the applicant's engineer, with someone from your staff and me at the site. If further information is desired, please advise.

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

MSM/glm

cc: G. H. Wilton
Delamater, Freund, & Scherer
MOPAC First Addn. Plat File





DELAMATER, FREUND & SCHERER, P. A.

ENGINEERS & ARCHITECTS

(316) 262-8293

512 CENTURY PLAZA

WICHITA, KANSAS 67202

R. B. DELAMATER, P. E.
WILMER FREUND, P. E.
RICHARD D. SCHERER, P. E.

CLARENCE P. SCHAAR, P. E.
NORMAN L. ROELFS, P. E.
RONALD L. MADLEY, ARCHITECT

April 23, 1975

Mr. Robert A. Lakin, Director
Metropolitan Area Planning Department
401 City Annex Building
Wichita, Kansas 67202

Attn: Mr. Curtis L. Newby, Junior Planner

Re: Mo-Pac First Addition

Dear Mr. Newby:

We have this date handed to you the following in connection with the above referenced subdivision:

1. Copy of the title insurance
2. Tax statements and tax receipts, showing taxes paid in full for the year 1974
3. Petition for sanitary sewer and abstractor's ownership list accompanying same.
4. Revised discharge calculations dated December 6, 1974, for the subject plat
5. Paving petition and accompanying abstractor's ownership list
6. Petition certificate
7. Copy of the traverse closure
8. Signed tracing of the subject plat

We understand that there is a memo from Mr. M. S. Mitchell, addressed to John Riddel, Building Plans Examiner, dated February 5, 1975, regarding some matters which he had called to the attention of Mr. Riddel concerning subject plat. There are six items listed and we have reviewed these with Mr. James Stone of the Missouri Pacific Railroad Company. He has indicated that all of these matters have been worked out satisfactorily with either the architect or with the contractor on the site.

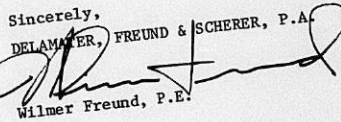
In any event, as I have indicated to you this morning, we will appreciate your conference with Mr. Mitchell concerning this memo and upon notification from you we will ask Mr. Stone to contact you via telephone to discuss this memo with you. We are certain he can respond to all the questions that Mr. Mitchell has raised in the subject memo.



Page Two
Mr. Curtis L. Newby, Junior Planner
April 23, 1975

We trust this completes all requirements concerning the plat, we will appreciate your getting it approved through the staff in order that the petitions and all other documentation will be accepted and approved by the City Commission. We can then record the plat and secure a building permit for the contractor.

We sincerely appreciate your cooperation on the part of the staff in this matter. We realize that it has been quite a struggle in securing all of the attendant documentation necessary in this particular case.

Sincerely,
DELAMATER, FREUND & SCHERER, P.A.

Wilmer Freund, P.E.

WF/psb

cc: Mr. James Stone,
Missouri Pacific Railroad Company

238-E

4/22/75.

Wilmer Freund came to office
with: plat tracing

- sewer & paving petitions
- certificate
- title & tax opinion
- closure sheet
- drainage computations

He wanted case to be heard by City Comm
on Tue, 29th

I advised that City Comm had already
heard plat & approved subject to completing
approval conditions.

still need:

1. GA from Mitch on Drainage requirements
2. approval of petitions by City Comm.
3. Status of New York??

35487

PAY THRU TAX DEPT.

4-21
610

MISSOURI PACIFIC RAILROAD COMPANY

Audit No.

PAY TO THE ORDER OF

St. Louis, Mo., November 26, 1974

SEDGWICK COUNTY, KANSAS
County Treasurer
Wichita, Kansas 67203

EXACTLY \$4,051.84*

AUDITED AND APPROVED FOR PAYMENT:

19

For Controller

Treasurer

To Treasurer
MISSOURI PACIFIC R. R. CO.
St. Louis, Mo.
Payable through
MERCANTILE TRUST CO.
St. Louis, Mo.

⑆0810⑈0021⑆ 80⑈00018⑈

FORM 32030 REV. 12-63

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF ACCOUNT
IN CASE OF DISPUTE BETWEEN THE TAXPAYER
ST. LOUIS, MO. 63103

Dept. No. 131

Audit No.

For KANSAS - 1974 Taxes Due SEDGWICK COUNTY

\$4,051.84

REAL ESTATE - Locally Assessed:

Tract No. B-127-UP)
B-128-UP) New Freight House Facilities -
B-129-UP) City of Wichita, Kansas
B-130-UP)

PAY DECEMBER 5, 1974

GRB:d

PAYEE SHOULD DETACH AND RETAIN THIS STATEMENT

INDIVIDUALS AND COMPANIES REFERENCE	CODE		ACCOUNT		TYPE OF EXP OR SUB ACCT SV.	CL OF SV.	SYS. OR STAT.	AFF. NO.	R & E ACCT OR FLOOR SER.	AMOUNT	CR	CORRECT
	CO.	BUDGET	GLN	PRM								
	1-2	30-41	44	45-47	49-51	52	53-54	55-59	60-61	71	80	
	10			761	002		15			\$	305.03	APPROVED GENERAL TAX COMMISSIONER
	10			731	101			40003			636.15	APPROVED
	10	1839		273	908						3,110.66	COMPTONETER VERIFIED
											\$4,051.84	MANAGER - DISB. ACCTG
												RECEIVED FOR AUDIT

PLEASE RETURN ALL COPIES OF THIS STATEMENT, DUE NOV. 1, 1974.
FIRST HALF DUE QUANT. DEC. 31, 1973. SECOND HALF DELINQUENT
FINE \$1.00 WITH INTEREST AT 10% PER ANNUM.

1974 REAL ESTATE TAX
SEDGWICK COUNTY
WICHITA, KANSAS 67203

Ronald G. Miller COUNTY TREASURER
Marie Warden COUNTY CLERK

VALUATION	GENERAL TAX	SPECIAL	H A L F		TOTAL TAX
			FIRST	SECOND	
150	13.95	35.12	34.54	34.53	69.07

B-127-UP
13. PACIFIC RAILROAD CO.
6400 MARTIN AVE.
KANSAS CITY MO. 64120

WID
BEG 422 FT N OF SE COR NE1/4
S 114 FT W 207 FT N 114 FT E TO BEG
SEC 4-27-1E

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

PLEASE CONTACT
COUNTY ASSESSOR OR
CLERK FOR INFO ON
APPEALS AND ETC.

THIS INCLUDES YOUR
TAX RECEIPT WHEN
PAID HERE

RECEIPT NO.
C A
C K

PLEASE RETURN ALL COPIES OF THIS STATEMENT, DUE NOV. 1, 1974.
FIRST HALF DUE QUANT. DEC. 31, 1973. SECOND HALF DELINQUENT
FINE \$1.00 WITH INTEREST AT 10% PER ANNUM.

1974 REAL ESTATE TAX
SEDGWICK COUNTY
WICHITA, KANSAS 67203

Ronald G. Miller COUNTY TREASURER
Marie Warden COUNTY CLERK

VALUATION	GENERAL TAX	SPECIAL	H A L F		TOTAL TAX
			FIRST	SECOND	
1670	155.30	33.73	94.52	94.51	189.03

B-123-UP
13. PACIFIC RAILROAD CO.
6400 MARTIN AVE.
KANSAS CITY MO. 64120

WID
BEG 422 FT N OF SE COR NE1/4
W 209 FT N 70 FT E 209 FT
S 70 FT TO BEG. EXC E 30 FT
TOP ST. SEC 4-27-1E

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

PLEASE CONTACT
COUNTY ASSESSOR OR
CLERK FOR INFO ON
APPEALS AND ETC.

THIS INCLUDES YOUR
TAX RECEIPT WHEN
PAID HERE

RECEIPT NO.
C A
C K

PLEASE RETURN ALL COPIES OF THIS STATEMENT TO THE COUNTY CLERK'S OFFICE
 FIRST HALF DELINQUENT DEC 31, 1974 SECOND HALF DELINQUENT
 JUNE 30, 1975 WITH INTEREST AT 10% PER ANNUM

1974 REAL ESTATE TAX
 SEDGWICK COUNTY
 WICHITA, KANSAS 67203

Ronald G. Miller COUNTY TREASURER
Marie Warden COUNTY CLERK

VALUATION	GENERAL TAX	SPECIAL	HALF		TOTAL TAX
			FIRST	SECOND	
1120	10416	29672	20044	20044	40088

H-129-UP
 M.D. PACIFIC RAILROAD CO.
 6400 MARTIN AVE.
 KANSAS CITY MO. 64120

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

INTEREST

PLEASE CONTACT
 COUNTY CLERK'S OFFICE OR
 COUNTY ASSESSOR'S
 OFFICE FOR MORE INFORMATION

VID
 BEG 40 FT N SE COR NE1/4 N 269 FT
 W 440 FT S 269 FT E 440 FT TO BEG
 EXC E 30 FT FOR ST.
 SEC 4-27-1E

INTEREST	PAID	RECEIPT NO.

THIS RECEIPT IS VALID ONLY WHEN
 THE TAX HAS BEEN PAID

CA
 CK

PLEASE RETURN ALL COPIES OF THIS STATEMENT TO THE COUNTY CLERK'S OFFICE
 FIRST HALF DELINQUENT DEC 31, 1974 SECOND HALF DELINQUENT
 JUNE 30, 1975 WITH INTEREST AT 10% PER ANNUM

1974 REAL ESTATE TAX
 SEDGWICK COUNTY
 WICHITA, KANSAS 67203

Ronald G. Miller COUNTY TREASURER
Marie Warden COUNTY CLERK

VALUATION	GENERAL TAX	SPECIAL	HALF		TOTAL TAX
			FIRST	SECOND	
340	3162	336124	169643	169643	33928

H-130-UP
 M.D. PACIFIC RAILROAD CO.
 210 N. 13TH
 ST. LOUIS MO.

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

INTEREST

PLEASE CONTACT
 COUNTY CLERK'S OFFICE OR
 COUNTY ASSESSOR'S
 OFFICE FOR MORE INFORMATION

VID
 BEG AT PT 492 FT N OF SE COR NE1/4
 SEC 4 TH N 168 FT W 440 FT S 352
 FT E 231 FT N 184 FT E 209 FT TO
 BEG; EXC E 30 FT ST. SEC 4-27-1E

INTEREST	PAID	RECEIPT NO.

THIS RECEIPT IS VALID ONLY WHEN
 THE TAX HAS BEEN PAID

CA
 CK

B130 UP

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

17 035 04 15261

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) AMherst 7-8371



ATTEST:

Chester C. McCullough

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.

238-E

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.

OWNERS FORM

FORM 3511

SCHEDULE A**Number**

17 035 04 15261

Date of Policy

8-3-74 @ 7:00 A. M.

Amount of Insurance

\$17,500.00

1. Name of Insured:

Missouri Pacific Railroad Company, a Missouri Corporation

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 beginning 422 feet North of the Southeast corner of the Northeast Quarter of Section 4, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence South 114 feet; thence West 209 feet; thence North 114 feet; thence East to the point of beginning: AND
A tract beginning 40 feet North of the Southeast corner of the Northeast Quarter of Section 4, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North 268 feet; thence West 440 feet; thence South 268 feet; thence East 440 feet to the place of beginning.

This policy valid only if Schedule B is attached.

SCHEDULE B

Policy Number 17 035 04 15261
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. Rights of the public if any, on the East 30 feet of captioned property, for road purposes.
8. Right of Way, dated August 10, 1906, to Wichita Natural Gas Company, filed July 8, 1907, in Book Misc. G, Page 27, over "The land on the East side of the right of way of the M.O.P. Railway, in the NE $\frac{1}{4}$ of Sec. 4-27-1 East", said right of way Assigned unto The Gas Service Company, by Assignment filed July 7, 1963, in Book Misc. 520, Page 214.
9. Disposal Well Agreement dated March 4, 1957, filed March 12, 1957, in Book 390, Page 163, executed by James W. Castor and Clara G. Castor, his wife, to Shawver-Armour, Inc.; over The South 200 feet of the following tract: Beginning 40 feet North of the SE/corner of the NE $\frac{1}{4}$ of Sec. 4, twp. 27S, Range 1 East; thence West 440 feet; thence North 620 feet; thence East 440 feet; thence South 620 feet to beginning.

Countersigned


Authorized Signatory

-t11-

Schedule B of this Policy consists of 1 pages.

CONDITIONS AND STIPULATIONS

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, the Company may pursue any such litigation to final determination 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 and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to 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 subrogated to 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.
433 North Main Street
Wichita, Kansas 67202

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

THE CITY OF WICHITA

OFFICE OF R. B. Feldner, Superintendent
Central Inspection Division

DATE January 7, 1975



ON SAFETY
PHASE II

TO M. S. Mitchell, Assistant Superintendent of Public Works Maintenance Division

FROM John J. Riddel, Building Plans Examiner

SUBJECT Building Plans for Missouri Pacific R.R.
MOPAC First Addition

The Uniform Building Code requires that roof drainage water from a building shall not be permitted to flow over public property. (Section 1207 (e)). The code further requires that "all drainage facilities shall be designed to carry waters to the nearest practicable drainage way approved by the Building Official and/or other appropriate jurisdiction as a safe place to deposit such waters. If drainage facilities discharge onto natural ground, riprap may be required." (Section 7012 (d)).

Please examine the site plan of subject project for conformance with Flood Control requirements. If there are no platting requirements for this site, please indicate where Maintenance Division prefers that such waters be deposited onto public property.

John J. Riddel

TO: John Riddel, Bldg. Plans Ex.

Feb. 5, 1975

FROM: M. S. Mitchell

Subject: see above



Reference is made to my endorsement to your memo of September 11, 1974 approving sketches for rough fill and grading for subject plat. I have gone through Sheets A-1 through A-6, S-1 through S-3, E-1 and E-2, M-1 and M-2, and P-1 of these plans and comment as follows:

- 1) Sheet A-1 titled "Site Plan and Pavement Details" does not contain the outline of Lot 1 MOPAC First Addition. I have attempted to draw the boundaries of the lot on the Site Plan for review reference. It appears that the chain link fence along the east side of the site would be in conflict with the 20 ft. utility easement shown on the plat and that the location of the two 18 inch concrete driveway culverts is too close to the west right-of-way line of New York Avenue.
- 2) On the West side of the plat several proposed concrete pads straddle the west property line and would be in conflict with a sewer easement requested by the City Engineer.
- 3) The plan calls for 660 ft. of new 30 inch concrete storm sewer to be located just west of the lot and connected to an existing 24 inch

Received ~~January 7~~ JAN 7 1975

John Riddel
Subject: Bldg. Plans for Missouri Pacific R.R. MOPAC First Addition
Feb. 5, 1975
Pg. 2

storm sewer. We cannot evaluate the sufficiency of this system until we have had an opportunity to review an overall drainage plan for the balance of the MOPAC site. We also question whether the existing 24 inch storm sewer is connected to the present rail car washdown operation, in which case there may be some question of permitting discharge from that system into a storm water sewer. The Health Department has jurisdiction in this matter.

- 4) Building plans show a four inch sanitary sewer stub from the building at the southeast corner of the Yard Office; however, the City Engineer is studying an alignment of sanitary sewer to serve subject property which would locate it west of the building. The City Engineer should be consulted in this matter.
- 5) It is our understanding that all parties considering the MOPAC Warehouse operations were agreed that traffic generated by such an operation cannot be accommodated on unpaved streets, however, the two entrances to New York Avenue are set up to provide for culverts which would indicate connection to an unimproved street. If this arrangement is permitted on a temporary basis the size of the entrance culvert should be approved by the Street Maintenance Supervisor.
- 6) In trying to confirm some of the dimensions and status of subject plat, I was advised by the Metropolitan Area Planning staff that the final plat of MOPAC First Addition has not been filed and that it has not been transmitted to the City Commission for action pending completion of several requirements made by the Planning Commission. A copy of the Planning Commission's requirements is attached for your information.

M. S. Mitchell

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

MSM/glm

cc: G. H. Wilton
Dick Linn
Jack Galbraith ✓
MOPAC First Addn. Plat File

Attachment

THE CITY OF WICHITA



DEPARTMENT OF PUBLIC WORKS
CENTRAL INSPECTION DIVISION
282-0611 — AREA CODE 316
CITY BUILDING ANNEX
104 S. MAIN — WICHITA, KAN. 67202

February 19, 1975

Delamater, Freund & Scherer, P.A.
512 Century Plaza Building
Wichita, Kansas 67202

Re: Building plans for Missouri Pacific Railroad
freight house and yard office at 2645 New York,
in Wichita, Kansas

On January 7, 1975 a conditional permit was approved and the building plans were delivered to M. S. Mitchell, Assistant Superintendent of Public Works, Maintenance Division, for his review.

On February 5, 1975 the plans were returned to our office with notations attached. A copy of the notations is enclosed.

We have contacted the Metropolitan Area Planning Department and understand the recommendations of the Planning Commission have not been met as of this date.

We are placing the building plans in "hold" until such time that requirements, as indicated above, are provided. A full building permit cannot be approved until the requirements of all city departments and divisions have been provided.

John J. Riddel

John J. Riddel
Building Plans Examiner

JJR:cj

cc - J. M. Stone, Ass't. to Gen. Mgr., Missouri Pacific Railroad Company
M. S. Mitchell, Ass't. Superintendent of Public Works Maintenance
✓ Curtis I. Newby, Junior Planner, Metropolitan Area Planning Dept.



RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 74-106 Name MOPAC FIRST ADDITION
Application & Sketch Filed: 9-23-74
Preliminary Plat Filed: 10-4-74 Approved by S/D: 11-7-74
Final Plat Filed: 11-22-74 Approved by S/D: 12-5-74
Approved by Metropolitan Area Planning Commission:

DESCRIPTION

General Location: Northwest corner of 25th Street
North and Hydraulic

Surveyor or Engineer: Delamater, Freund and Scherer
Owner: Missouri Pacific Railroad
Address: 6400 Martin Ave., K.C., Mo. 64120

- | | | |
|---------------------------------------|-----------------------|--------------------|
| 1. Gross Acreage of Plat <u>6.85</u> | 6. Access Control | No. Openings _____ |
| 2. Number of Lots: | St. _____ | No. Openings _____ |
| Residential _____ | St. _____ | No. Openings _____ |
| Commercial _____ | 7. Req'd Improvements | |
| Industrial <u>1</u> | St. Paving <u>X</u> | Water <u>X</u> |
| Other _____ | Sidewalk _____ | Drainage _____ |
| Total Number of Lots: <u>1</u> | Sewer <u>X</u> | Other _____ |
| 3. Minimum Lot Area: <u>6.8</u> Acres | | |
| 4. Existing Zoning <u>"P"</u> | | |
| 5. Special Problems Discussed _____ | | |

Planning Commission Recommendation:

That this plat be approved subject to:

- Certification by an attorney that fee title is vested in the platlor.
- Certification that all taxes due and payable for 1974 and prior years have been paid.
- The applicant shall dedicate by separate instrument a triangular piece of street right-of-way for New York Avenue off the south-east corner of subject plat. The Engineering Department shall be contacted relative to the appropriate legal description for that to be dedicated.
- The applicant shall contact all utility companies relative to providing easements for their facilities.
- The applicant shall contact M. S. Mitchell of the Maintenance-Flood Control Office and Dean Sellers, Engineering Division, relative to the submission of an overall drainage plan which would indicate how much water will be discharged through the 40-foot wide drainage swale adjacent to and south of subject property and into the structure under New York.
- need petition returned from city.*
The applicant shall guarantee the extension of sanitary sewer to serve subject property.
- The City Clerk's signature line shall be relabeled as "Donald C. Gisick, Acting City Clerk".

OK A written scale, as well as the graphic scale, shall be labeled on the face of the plat.

OK The applicant's engineer shall contact the Engineering Division relative to indicating a utility easement on subject plat for sanitary sewer.

10. The applicant's engineer shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to drainage easements to be indicated on the plat tracing and satisfactory drainage guarantees.

need platian returned from hq
11. The applicant shall guarantee the paving of New York.

OK An overall dimension for the south line of subject property shall be indicated on the plat.

OK 13. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Hill moved, Gragert seconded and it carried unanimously.
(Arnholz and Gardenhire absent.)

ACTION: Approve the plat as recommended by the Metropolitan Area Planning Commission and instruct the Planning Department to withhold release of the plat tracing until all conditions of the plat approval have been completed.

December 13, 1974

Delamater, Freund & Scherer, P.A.
512 Century Plaza Building
Wichita, Kansas 67202

Re: S/D 74-106 - Final Plat of
MOPAC FIRST ADDITION

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on December 12, 1974, the above-captioned plat was considered. The action of the Commission was to recommend that the plat be approved as recommended by the Subdivision Committee, subject to the conditions stated in our letter of December 6, 1974.

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 plat.
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: Missouri Pacific Railroad, c/o Jim Stone
6400 Martin Ave., Kansas City, Missouri 64120
Walter Trombold, Reid Supply Co., 306 West Second 67202
Gary Roush, Urban Renewal Agency
Dean Sellers, Assistant City Engineer

Delamater, Freund & Scherer, P.A.
512 Century Plaza Building
Wichita, Kansas 67202

December 6, 1974

Re: S/D 74-106 - Final Plat of
MOPAC FIRST ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, December 5, 1974, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- for no longer need - part of plat*
- A. The applicant shall dedicate by separate instrument a triangular piece of street right-of-way for New York Avenue off the southeast corner of subject plat. The Engineering Department shall be contacted relative to the appropriate legal description for that to be dedicated.
 - B. The applicant shall contact all utility companies relative to providing easements for their facilities.
 - C. The applicant shall contact M. S. Mitchell of the Maintenance-Flood Control Office and Dean Sellers, Engineering Division, relative to the submission of an overall drainage plan which would indicate how much water will be discharged through the 40-foot wide drainage swale adjacent to and south of subject property and into the structure under New York.
 - D. The applicant shall guarantee the extension of sanitary sewer to serve subject property.
 - E. The City Clerk's signature line shall be relabeled as "Donald C. Gisick, Acting City Clerk".
 - F. A written scale, as well as the graphic scale, shall be labeled on the face of the plat.

December 6, 1974
Page 2

- ~~A.~~ The applicant's engineer shall contact the Engineering Division relative to indicating a utility easement on subject plat for sanitary sewer.
- ~~B.~~ The applicant's engineer shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to drainage easements to be indicated on the plat tracing and satisfactory drainage guarantees.
- ~~C.~~ The applicant shall guarantee the paving of New York.
- ~~D.~~ An overall dimension for the south line of subject property shall be indicated on the plat.
- ~~E.~~ Recording of the plat within 30 days after approval by the Board of City Commissioners.

In addition to the above comments, the applicant shall be advised that this final plat will be forwarded to the City Commission only at such time as the matter of the additional right-of-way for and improvement of New York, south of subject property has been definitely resolved.

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, December 12, 1974, 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: Missouri Pacific Railroad, c/o Jim Stone
6400 Martin Ave., Kansas City, Missouri, 64120
Walter Trombold, Reid Supply Co., 306 West Second, 67202
Gary Roush, Urban Renewal Agency
Dean Sellers, Assistant City Engineer'

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 74-106 Name MOPAC FIRST ADDITION
Date Application Rec'd. 9-23-74 Preliminary Approval 11-7-74
Scheduled S/D Meeting 12-5-74

DESCRIPTION

General Location At the northwest corner of 25th Street North
and Hydraulic.
Owner Missouri Pacific Railroad, c/o Jim Stone
Surveyor/Engineer Delamater, Freund & Scherer, P.A.
Address 512 Century Plaza Building Phone 262-8293

- | | |
|---|---------------------------------|
| 1. Gross Acreage of Plat <u>6.85</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>50</u> R/W <u>660</u> ft. |
| Residential _____ | b. _____ R/W _____ ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial <u>1</u> | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>1</u> | TOTAL <u>660</u> ft. |
| 3. Minimum Lot Frontage <u>660</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>265,250</u> sq. ft. | streets? <u>yes</u> <u>X</u> no |
| 5. Existing Zoning <u>F</u> | |
| 6. Proposed Zoning <u>F</u> | |
| 9. Public Water Supply No (Yes-No), Name _____ | |
| 10. Public Sanitary Sewers No (Yes-No), Name _____ | |
| 11. Health Department Approval (where applicable) <u>Yes</u> (Yes-No) | |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____ | |

STAFF COMMENTS:

- A. The applicant shall contact the City Water Department relative to assuring that subject property is served by City water.
- B. The applicant shall dedicate by separate instrument a triangular piece of street right-of-way for New York Avenue off the southeast corner of subject plat. The Engineering Department shall be contacted relative to the appropriate legal description for that to be dedicated.
- C. The plat shall be expanded to include the 40 foot drainage easements adjacent on the south and said easement shall be labeled as a "private drainage easement".
- D. It should be noted that the 20 foot north-south utility easement requested adjacent to the west line of subject plat at the preliminary plat hearing has not been indicated on this final plat.
- E. The applicant shall contact all utility companies relative to providing easements for their facilities.
- F. The applicant shall contact M. S. Mitchell of the Maintenance-Flood Control Office and Dean Sellers, Engineering Division relative to the submission of an overall drainage plan which would indicate how much water will be discharged through the 40 foot wide drainage swale adjacent to and south of subject property and into the structure under New York.
- G. The applicant shall guarantee the extension of sanitary sewer to serve subject property.
- H. The City Clerk's signature line shall be relabeled as "Donald C. Gisick, Acting City Clerk".
- I. A written scale, as well as the graphic scale, shall be labeled on the face of the plat.

J. An overall dimension for the south line of subject property shall be indicated on the plat.

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

DELAMATER, FREUND & SCHERER, P. A.

CONSULTING ENGINEERS

TELEPHONE (316) 262-8293

512 CENTURY PLAZA

WICHITA, KANSAS 67202

November 22, 1974

Mr. Robert A. Lakin, Director
Metropolitan Area Planning Dept.
City Annex Building
104 South Main
Wichita, Kansas 67202

Attention: Curtis Newby, Junior Planner

Re: S/D 74-106 - Final Plat of MoPac First Addition

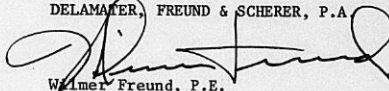
Dear Mr. Newby:

Enclosed herewith are 29 prints of the final plat of MoPac First Addition. We believe we have complied with all of the requirements outlined in your letter dated November 13, 1974.

We will be happy to meet with any members of the Subdivision Committee at their convenience before the committee meeting to work out any remaining problems. We understand the plat will be on the Subdivision Committee Agenda for Thursday, December 5, 1974.

Sincerely,

DELAMATER, FREUND & SCHERER, P.A.



Wilmer Freund, P.E.

WF/psb
Enclosure
238-E

cc: Jim Stone
Missouri Pacific Railroad Company

IMPORTANT MESSAGE

FOR Curt

DATE 11-20-74 TIME 10 P.M.

WHILE YOU WERE AWAY

MR. Atton

OF Water

PHONE No. 40

TELEPHONED	<input checked="" type="checkbox"/>	PLEASE CALL HIM	<input checked="" type="checkbox"/>
CALLED TO SEE YOU	<input type="checkbox"/>	WILL CALL AGAIN	<input type="checkbox"/>
WANTS TO SEE YOU	<input type="checkbox"/>	RETURNED YOUR CALL	<input type="checkbox"/>

MESSAGE is going to accept
letter from the fact add
that they will gain in benefit
list where water becomes
available

SIGNED PR

November 13, 1974

Delamater Freund & Scherer, P.A.
512 Century Plaza Bldg.
Wichita, Kansas

Re: S/D 74-106- Preliminary Plat
of MoPac First ADDITION.

Dear Sirs:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, November 7, 1974, 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:

CONDITIONS OF APPROVAL

A. The applicant's engineer may, if desired, omit the 40 foot private drainage easement on the south line of the plat.

See note
B. The applicant shall contact the City Water Department relative to assuring that subject property is served by City Water.

C. The additional 20 feet of street right-of-way indicated on the east line of this plat may be deleted. The building setback line shall be appropriately adjusted.

D. A 20 foot utility easement shall be indicated adjacent to the east line of the plat.

E. The applicant's surveyor shall contact the Engineering Division of the Department of Public Works relative to the proper geometrics for a triangular piece of street right-of-way dedication to be indicated in the southeast corner of the plat. Said dedication shall be submitted by separate instrument if the 40 foot drainage easement is omitted from this plat.

- F. The applicant shall contact all utility companies relative to providing easements for their facilities.
- G. The applicant shall contact M. S. Mitchell of the Maintenance-Flood Control Office and Dean Sellers, Engineering Division relative to the submission of an overall drainage plan which would indicate how much water will be discharged through the 40 foot wide drainage swale and into the structure under New York.
- H. The applicant shall guarantee the extension of sanitary sewer to serve subject property.
- I. The applicant and/or his engineer shall contact Tim Cain of the Department of Public Works relative to the appropriate name to be indicated for the street labeled as Hydraulic on the preliminary plat.
- J. The 40 foot drainage easement adjacent to the south line of the plat shall be labeled as a "private drainage easement" on the face of the plat.
- K. A 20 foot north-south utility easement shall be indicated adjacent to the west line of the plat.
- 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:mrb
cc: Missouri Pacific Railroad
c/o Jim Stone
Enclosure

October 18, 1974

Mr. Wilmer Freund
Delamater, Freund & Scherer
512 Century Plaza Building
Wichita, Kansas 67202

Re: S/D 74-106 - Preliminary Plat
of MOPAC FIRST ADDITION.

Dear Mr. Freund:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, October 17, 1974, the above captioned plat was considered. The action of the Committee was to defer this case until the Subdivision Committee meeting of November 7, 1974, so that the matter of the street dedication for New York (Hydraulic) south of subject plat and its effect, if any, on subject plat can be resolved. In addition, the Committee asked that the applicant contact the City Engineer, Kansas Gas & Electric Company, Southwestern Bell Telephone Company and the Gas Service Company, regarding locations for utility easements to be indicated on the plat.

Our office is attempting to work out the street dedication through the Urban Renewal Agency and the City Manager. We have discussed the street dedication with the City Engineer who indicated that said dedication was needed right now. We will keep you informed as to this matter and if a meeting of all parties concerned is needed, we will so advise you.

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

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme

cc: Missouri Pacific Railroad, c/o Mr. Jim Stone
6400 Martin Avenue, Kansas City, Missouri 64120
Dean Sellers, Assistant City Engineer

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 74-106 Name MOPAC FIRST ADDITION
Date Application Rec'd. 9-23-74 Preliminary Approval
Scheduled S/D Meeting 10-17-74

DESCRIPTION

General Location At the northwest corner of 25th Street North
and Hydraulic.
Owner Missouri Pacific Railroad, c/o Jim Stone
Surveyor/Engineer Delamater, Freund & Scherer, P.A.
Address 512 Century Plaza Building Phone 262-8293

1. Gross Acreage of Plat 6.85
2. Number of Lots:
 - Residential _____
 - Commercial _____
 - Industrial 1
 - Other _____
3. Minimum Lot Frontage 1 ft.
4. Minimum Lot Area 660 sq. ft.
5. Existing Zoning F
6. Proposed Zoning F
7. Lineal Feet of New Streets:
 - a. 50 R/W 660 ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 660 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply No (Yes-No), Name _____
10. Public Sanitary Sewers No (Yes-No), Name _____
11. Health Department Approval (where applicable) Yes (Yes-No)
12. City of Wichita X : Three-Mile Area _____

STAFF COMMENTS:

- A. The additional 20 feet of street right-of-way indicated on the east line of this plat may be deleted. The building setback line shall be appropriately adusted.
- B. The applicant's surveyor shall contact the Engineering Division of the Department of Public Works relative to the proper geometrics for a triangular piece of street right-of-way dedication to be indicated in the southeast corner of the plat.
- C. The applicant and/or his engineer shall contact Tim Cain of the Department of Public Works relative to the appropriate name to be indicated for the street labeled as Hydraulic on this preliminary plat.
- D. The 40 foot drainage easement adjacent to the south line of the plat shall be labeled as a "private drainage easement" on the face of the plat.
- E. A 20 foot north-south utility easement shall be indicated adjacent to the west line of the plat.
- F. 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.
- G. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

DELAMATER, FREUND & SCHERER, P. A.

CONSULTING ENGINEERS

TELEPHONE (316) 262-8293

512 CENTURY PLAZA

WICHITA, KANSAS 67202

October 4, 1974

Mr. Robert A. Lakin, Director
Metropolitan Area Planning Dept.
City Building Annex
Wichita, Kansas 67202

Attention: Curtis Newby, Junior Planner

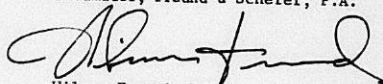
Re: Preliminary plat - MOPAC First Addition

Gentlemen:

We are handing you herewith 29 prints of the preliminary plat of the above referenced subdivision along with a draft in the amount of \$50.00 to cover the application fee. The Application for Subdivision Approval was submitted at the time the sketch plat was presented.

We will appreciate your placing this matter on the Subdivision Committee Agenda at the earliest possible date which we understand will be October 17, 1974. Should any staff or committee member wish to discuss any aspect of the plat prior to the subdivision committee meeting, please advise them to call us at their convenience.

Sincerely,
Delamater, Freund & Scherer, P.A.



Wilmer Freund, P.E.

Project: 238-E

CC: Jim Stone
Missouri Pacific Railroad



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		

	AMOUNT
--	--------

Unknown Application

Name *[Handwritten]*

Address *[Handwritten]*

Type <i>[Handwritten]</i>	Due Date
---------------------------	----------

Comments:

Date <i>[Handwritten]</i>	By <i>[Handwritten]</i>
---------------------------	-------------------------

THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public Works Maint. DATE Sept. 26, 1974



TO Jack Galbraith, Chief Planner, MAPD
FROM M. S. Mitchell

SUBJECT - MOPAC First Adn. Sketch Plat

Subsequent to the meeting of August 29, R. S. Delamater submitted a sketch and sections titled "Computations for Grading Quantities Sheet 1 and 2 dated 9-9-74" showing the tract to be platted beginning 40' north of the south line of the NE 1/4 Section 4. The dimensions to be platted were 620 North-South by 451.9 East-West.

The drainage system to be used for this site was a temporary ditch west of the tract to be maintained by the railroad company and the existing ditch on the 40 foot strip owned by the railroad south of the tract. No public drainage easement or responsibility was proposed.

On the basis of the statement that this plan and sections were for fill and grading permits and that final plans were to be submitted later, I approved them for rough fill and grading.

Subject "Sketch Plat" now includes the tract discussed above and the 40 foot strip between it and the 1/2 Section line. The south 20 feet of the 40 foot MOPAC strip is labeled "Drainage Easement" and the adjacent 15 feet is labeled "Maintenance Easement". We object to these two easements on the basis that the public should not be responsible for maintaining the drainag ditch until "Final Plans" are prepared and approved. Until then, no one knows what type of drainage system is needed and how much right-of-way will be required. Exception of the south 40 feet leaves responsibility with the railroad, and if it is not sufficient for an open system, gives the railroad the option of providing additional right-of-way -- or putting the drain underground.

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

MSM/glm

cc: G. H. Wilton
Dick Linn, City Engineer
MOPAC First Adn. Plat File



Map No.: 5550
Section No.: 4
Twp. No.: 27S
Range: 1E

S/D No. _____

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Ma Pac First Addition

General Location: Immediately north of 25th St. North
& west of Hydraulic.

Name of Property Owner: Missouri Pacific Railroad Jim Stone
Address: 6400 Martin Ave, K.C., Mo. 64120 Phone: (816) 483-0525
Name of Subdivider: Same
Address: _____ Phone: _____
Name of Agent/Surveyor: Delamater Freund & Scherer, P.A.
Address: 512 Century Plaza, Wichita Phone: 262-8293
Date of Application: Sept 23, 1974

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 6.85
2. Number of Lots:
 - Residential _____
 - Commercial _____
 - Industrial one
 - Other _____Total Number of Lots one
3. Minimum Lot Frontage 660 ft.
4. Minimum Lot Area 265,250 sq. ft.
5. Existing Zoning F
6. Proposed Zoning F
7. Lineal Feet of New Streets:
 - a. 50' R/W 660 ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.TOTAL 660 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply No (Yes-No), Name _____
10. Public Sanitary Sewers No (Yes-No), Name _____
11. Health Department Approval (where applicable) Yes No
12. City of Wichita X Three-Mile Area

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

Owner's Signature: Jim Stone
Delamater Freund

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

Received by Carly A. Hewley
Date 9/23/74
Fee Submitted none

T9-301B
(2-71)

238-E

DELAMATER, FREUND & SCHERER, P. A.

CONSULTING ENGINEERS

TELEPHONE (316) 262-8293

512 CENTURY PLAZA

WICHITA, KANSAS 67202

Curt

September 25, 1974

Mr. Jim Stone
Missouri Pacific Railroad
6400 Martin Avenue
Kansas City, Missouri 64120

COPY

RE: Mo-Pac First Addition

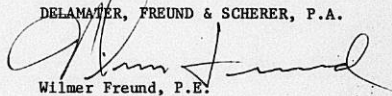
Dear Mr. Stone:

We have transmitted five copies of a sketch plan to the Metropolitan Area Planning Department for their consideration and have requested authority to proceed with preparation of a preliminary plat.

Enclosed is a copy of the Application for Subdivision Approval which we have filed on behalf of Missouri Pacific Railroad Company. Please note that I have signed your name by mine in order to expedite proceedings. We hope to proceed with the preliminary plat in time to meet the October 7th closing date. We trust this meets with your approval.

Sincerely,

DELAMATER, FREUND & SCHERER, P.A.



Wilmer Freund, P.E.

WF/ss
Encl.

cc: Curtis Newby, Junior Planner
Metropolitan Area Planning Department

238-E



WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION

Public Inquiry Slip

NAME Representatives from Missouri Pacific DATE 8/27/74
PHONE _____ PHONE _____ COUNTER X
PROPERTY LOCATION W side of New York MAP # _____
north of 21st St. south

NATURE OF REQUEST:

CITY ZONING _____ COUNTY ZONING _____ CONDITIONAL USE _____
PLAT X LOT SPLIT _____ BZA _____
VACATION _____ DEDICATION _____ STREET NAME CHANGE _____

REMARKS: On this date Stanley Driscoll, Frank Wells, Clyde Nelson for Mo Pac were in to discuss the development of land for a Trade Terminal operation. The requirements of platting were discussed, water and sewer extension and the future paving of New York where additional right of way is needed from subject area, Perly and the former Emma Point property. Gary Rankin and Forrest Searles were both present and a meeting next week is being arranged. Jim Stone called from KC in afternoon and ~~subject property was plat~~

ROUTE TO:

GALBRAITH _____ SHIRKEY _____ NEWBY _____ RICHTER _____ DOBSON _____ MEEK _____
LAKIN _____ STOCKWELL _____ RETURN TO _____

COMMENTS:

T9-126

THE URBAN GENERAL AGENCY OF THE
WICHITA, KANSAS METROPOLITAN AREA

TO: See Below

DATE: August 29, 1974

FROM: *GLR*
Gary L. Roush, Assistant Director

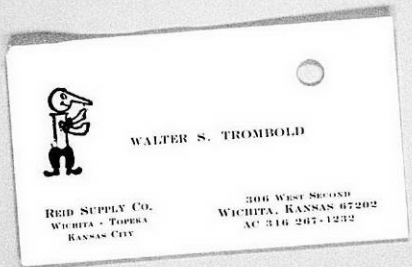
SUBJECT: Meeting

There will be a meeting at 10:00 A. M. Wednesday, September 4, 1974, in the Planning Department meeting room, 4th floor of the City Building Annex, 104 South Main.

The purpose is to determine solutions to various problems involving Derby, Mo-Pac, and Enmar sites north of Twenty-first Street.

Please try to be in attendance if at all possible.

- GLR/bg
cc: Heil Pettit, Architect
Walter Trombold, Reid Supply
Bob Bell, Attorney
Dick Kerscy, Derby Refining Co.
Forrest Martin, Industrial Development
Dick Linn, City Engineering
W. S. Mitchell, Flood Control
✓ Mack Gailbraith, Planning Department
Bill Otten, Water Department
Jim Stone, Mo-Pac
Kenneth H. Kitchen, URA



WALTER S. TROMBOLD
306 WEST SECOND
WICHITA, KANSAS 67202
AC 310 267-1232

REID SUPPLY CO.
WICHITA - TOPERA
KANSAS CITY



29' Marginal Access Road -

9/4/74

Additional R.O.W. needed from Derby,
Reed Supply and from the corner of the
property in question.

This firm suggested alternatives of sanitary sewer
location and the need for additional R.O.W.
for the paving of New York.

Derby (C. Robert Bell) stated that did not
need any access to New York so therefore
they would grant complete access control.