

TRACT/LOT SPLIT APPLICATION REQUIREMENTS

For

**The UNINCORPORATED AREA OF
JOHNSON COUNTY, KANSAS**

**A PRE-APPLICATION CONFERENCE IS REQUIRED
PRIOR TO SUBMITTAL OF ANY APPLICATION**

For more information contact:
Johnson County Department of Planning, Development, and Codes
111 S. Cherry Street, Suite 3500
Olathe, Kansas 66061
913-715-2201
913-715-2222 Fax

TRACT/LOT SPLIT PROCEDURES

All land that is subdivided in unincorporated Johnson County must be platted in accordance with the Zoning and Subdivision Regulations. However, if no more than two (2) lots are going to be created and the property has not been divided since March 1, 1982, such division may be allowed as a tract or lot split.

No tract or lot split will be approved if one or more of the following applies:

1. A new street or alley is needed or proposed.
2. A significant increase in service or maintenance requirements will result.
3. There is less street right-of-way than required. Note: Right-of-way dedication will be required.
4. All easement requirements have not been satisfied.
5. The split will result in a tract without direct access to and less than thirty-five (35) feet of frontage on a street.
6. A substandard sized lot or parcel will be created.
7. If one or more of the proposed lots has less than the Minimum Frontage and is not served by a joint driveway/access control agreement.

Any decision of the Planning Office relative to a tract or lot split may be appealed to the Board of Zoning Appeals.

APPLICANT RESPONSIBILITIES: Submission of less than the following items may delay the review and processing of the application.

- A. A completed application form (Attachment A)
- B. Legal Description for the property in question.
- C. Payment of filing fee. (Attachment B)
- D. Letter of Authorization if not the legal owner of the property in question. (Attachment C)
- E. Three sets of site plans, drawn to scale, which shall show the location of any structures and the location and dimensions of all property lines and the dimensions of both the original tract/lot and the proposed new tract/lot.
- F. Deed of Right of Way dedication, if required. (Attachment D – Corporation, or Attachment E - Individual)

FOR ADDITIONAL RELEVANT INFORMATION REFER TO THE *JOHNSON COUNTY ZONING AND SUBDIVISION REGULATIONS*, WHICH INCLUDES THE FOLLOWING ARTICLE APPLICABLE TO TRACT/LOT SPLIT APPLICATIONS.

Article 29 - Lot Split Provisions

Article 30 - Section 1 & 2

PLANNING DEPARTMENT PROCEDURES

Zoning Board notification. The application and attachments will be sent to the Zoning Board for comments.

The Planning Department will prepare a deed of dedication, if applicable, and oversee the filing of a dedication of right-of-way with the Register of Deeds.

The Zoning Administrator or his assignee will notify the applicant within 15 days of application as to the disposition of the request.



TRACT/LOT SPLIT APPLICATION

Office Use Only

Application No. _____ Date Received _____
 Township _____ Zoning Board _____
 Deed of ROW Dedication Filed _____ Fee _____ Date Paid _____

EXISTING TRACT INFORMATION

Existing Acreage _____
 Existing Zoning _____ S-T-R _____ Property ID _____

OWNERSHIP INFORMATION

TRACT 1	TRACT 2 (If under different ownership)
Name _____	Name _____
Address _____	Address _____
City/St/Zip _____	City/St/Zip _____
Phone _____	Phone _____
Fax _____	Fax _____
Contact person _____	

PROPOSED SITE ADDRESS	PROPOSED ACREAGE
Tract 1 _____	_____
Tract 2 _____	_____

I, the undersigned, am the (*circle one*) **owner/duly-authorized agent** of the aforementioned property situated in the unincorporated portion of Johnson County, Kansas. By execution of my signature, I do hereby officially apply for a Tract/Lot Split as indicated above.

Signature _____ Date _____
Owner, Tract 1

Signature _____ Date _____
Owner, Tract 2

Office Use Only

Disposition _____ Date _____
 Signature _____ Title _____

**ZONING FEE SCHEDULE
JOHNSON COUNTY, KANSAS**

Effective January 1, 2005

A. Rezoning Applications Rural or Residential Districts	Review Fee \$300 0-5 acres \$350 5.1-10 acres \$400 10.1-20 acres \$450 20.1 > acres
Planned Retail Business Districts	\$600 0-5 acres \$750 5.1-15 acres \$900 15.1-25 acres \$1050 25.1-50 acres \$1200 >50 acres
Planned Employment Center Districts	\$600 0-5 acres \$750 5.1-15 acres \$900 15.1-25 acres \$1050 25.1-50 acres \$1200 >50 acres
B. Conditional Use Permit Applications <i>*Seventy-five dollars (\$75.00) for only keeping animals on less than 10 acres in accordance with Zoning and Subdivision Regulations; *Preschools and Day-Care Centers in a residence or in an accessory building to a residence; *Accessory buildings or structures larger than or accessory buildings in greater quantities than permitted by Article 18 of the Zoning and Subdivision Regulations; *Kennels.</i>	\$375 or \$75*
C. Development Plan Applications Preliminary Final	\$300 + \$7.50 a lot \$300
D. Plat Applications Preliminary Final	\$300 + \$7.50 a lot \$300
E. Sign Permit	\$75
F. Tract/Lot Split or Lot Line Adjustments	\$150
G. Board of Zoning Appeals Variance Appeal	\$150 \$100
H. Grading Plans	\$225
I. Flood Plain Development Permit Applications	\$75
J. Administrative Plan Review Applications	\$150
K. Public Works Fees	
1. Storm Drainage Plans	\$200
2. Street Plans	\$200
L. Airport Plan Review Applications	\$50
M. Nonconforming Use, Lot, or Structure Reviews	\$100

ATTACHMENT B

OWNER AUTHORIZATION

I/WE _____, hereby referred to as the “Undersigned”, being of lawful age, do hereby on this ____day of _____, 200_, make the following statements, to wit:

- 1. I/We the Undersigned, on the date first above written, am the lawful, owner(s) in fee simple absolute of the following described real property
See Exhibit A attached hereto and incorporated herein by reference.
- 2. I/We the undersigned, have previously authorized and hereby authorize _____
_____ (Hereinafter referred to as “Applicant”), to act on my/our behalf for the purpose of making application with the Planning Office of Johnson County, Kansas, _____ (common address) the subject real property, or portion thereof, and which authorization includes, but is not limited to, all acts or things whatsoever necessarily required of Applicant in the application process.
- 3. I/We the Undersigned, hereby agree to protect, defend, indemnify and hold the Board of County Commissioners of Johnson County, Kansas, its officers employees and agents (hereinafter collectively referred to as the ‘County’), free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, whether false, fraudulent, meritless or meritorious, of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character (hereinafter “claims”), in connection with, relating to, or arising directly or indirectly out of this authorization and the actions taken by the Applicant and the County in reliance thereof. I, the Undersigned, hereby further agree to investigate, handle, respond to, provide defense for and defend any such claims at my sole expense and agree to bear all other costs at my sole expense and agree to bear all other costs and expenses related thereto, even if such claims are groundless, false or fraudulent.
- 4. It is understood that in the event the Undersigned is a corporation or partnership then the individual whose signature appears below for and on behalf of the corporation or partnership has in fact the authority to so bind the corporation or partnership to the terms and statements contained within this instrument.

IN WITNESS THEREOF, I, the Undersigned, have set my hand below.

OWNER
STATE OF KANSAS
COUNTY OF JOHNSON

OWNER

The foregoing instrument was acknowledged before me on this ____day of _____, 200_,
by_____.

My Commission Expires:

Notary Public _____

ATTACHMENT C

**DEED OF RIGHT OF WAY
(Corporation)**

THIS DEED is made and entered into this ____ day of _____ 200__, by and between _____, a corporation organized under the laws of the state of _____ ("Grantor"), and the Board of County Commissioners, of Johnson County, State of Kansas, ("Grantee").

Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does SELL and CONVEY unto Grantee an easement and right-of-way in and to the following described real estate, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same forever, together with all rights and appurtenances thereto. It is understood and agreed that Grantee shall use said real estate in the construction, improvement, reconstruction and maintenance of a public right-of-way, for utilities, or other public purposes. Grantor promises that at the delivery of this deed it is lawfully seized of the interest hereby conveyed, that the same is free and clear of and from all and every lien and encumbrance whatsoever, subject only to easements, covenants, and restrictions now of record, and that Grantor will forever warrant and defend the same unto Grantee against any lawful claim. Grantor hereby waives and releases Grantee from any and all claims for damage or compensation arising from the use of the real estate conveyed by this deed for the purposes herein described. Grantor hereby agrees that Grantor shall pay any special assessments or installments thereof, matured or unmatured, on the real estate hereby conveyed and that Grantee shall not be liable in any way for the payment thereof. Grantor further agrees that the proper governing authority may release the real estate hereby conveyed from any special assessment and spread and attach such special assessment to the remainder of the property adjacent to the real estate hereby conveyed and which is owned by the Grantor.

**DEED OF RIGHT OF WAY
(Individual)**

THIS DEED is made and entered into this ____ day of _____ 200__, by and between _____, owner, of Johnson County, Kansas, ("Grantor"), and the Board of County Commissioners, of Johnson County, State of Kansas, ("Grantee").

Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does SELL and CONVEY unto Grantee an easement and right-of-way in and to the following described real estate, to wit:

See Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same forever, together with all rights and appurtenances thereto. It is understood and agreed that Grantee shall use said real estate in the construction, improvement, reconstruction and maintenance of a public right-of-way, for utilities, or other public purposes. Grantor promises that at the delivery of this deed it is lawfully seized of the interest hereby conveyed, that the same is free and clear of and from all and every lien and encumbrance whatsoever, subject only to easements, covenants, and restrictions now of record, and that Grantor will forever warrant and defend the same unto Grantee against any lawful claim. Grantor hereby waives and releases Grantee from any and all claims for damage or compensation arising from the use of the real estate conveyed by this deed for the purposes herein described. Grantor hereby agrees that Grantor shall pay any special assessments or installments thereof, matured or unmatured, on the real estate hereby conveyed and that Grantee shall not be liable in any way for the payment thereof. Grantor further agrees that the proper governing authority may release the real estate hereby conveyed from any special assessment and spread and attach such special assessment to the remainder of the property adjacent to the real estate hereby conveyed and which is owned by the Grantor.

IN WITNESS WHEREOF, undersigned, the Grantor has signed this deed the day and year first above written.

By:

Print Name:

STATE OF KANSAS)
) SS
COUNTY OF JOHNSON)

This instrument was acknowledged before me on this _____ day of _____ 200____, by

Notary Public

My appointment expires:

ATTACHMENT E

ARTICLE 29 LOT SPLIT PROVISIONS

Section 1. OBJECTIVE:

The objective of this Article is to provide for the division of an unplatted tract or platted lot of record as of March 1, 1982, that has not been divided since March 1, 1982, into not more than two (2) lots or tracts without having to comply with the platting requirements described in Articles 4 and 25 through 31 of these regulations.

Such lot splits shall be subject to the guidelines established in Sections 4 and 5 herein and any further divisions of the lot or tract shall be platted in compliance with the requirements of Articles 4, and 25 through 31 of these regulations.

Section 2. AUTHORIZATION FOR APPROVAL OF LOT SPLITS:

After providing at least 5-days written notice of each lot split application to the members of the Zoning Board for the area in which the property in question is located, the Zoning Administrator is hereby authorized to approve or disapprove lot split applications in accordance with the provisions of this Article. Appeals of a decision made by the Zoning Administrator may be made to the Board of Zoning Appeals.

Section 3. APPLICATION PROCEDURES AND REQUIREMENTS:

The application shall be submitted to the Planning Office and shall be accompanied by the following information:

- A. Two (2) copies of a drawing to scale of the lots involved showing the precise location of any structures thereon, the location and dimensions of easements, rights-of-way and entrances and the location and dimensions of the split. A survey may be required as determined by the Zoning Administrator to indicate the exact location of the structures.
- B. Where the lots are not served by a central sanitary sewer system, verification that new construction on the lots could comply with the then applicable County Environmental Sanitary Code and standards for on-site wastewater disposal as necessary to meet provision 4 (H) below shall be provided as required hereinafter.

Section 4. APPROVAL STANDARDS:

A lot split shall not be approved if one or more of the following conditions apply to the property involved in the proposed lot split:

- A. A new street is needed or proposed, or an existing street needs to be widened or extended.
- B. The Lot Split would result in lots that would not comply with the subdivision design criteria in Article 30 of these regulations with the exception, however, lots may still be considered for approval if such lots comply with the requirements of Section 5 (A) or (B) of this Article.

- C. If there is less street right-of-way than required for subdivisions by Article 30 of these regulations, the Lot Split shall not be approved unless such dedication is made by separate instrument and recorded with the Register of Deeds prior to Lot Split approval. If such right-of-way dedication occurs, the applicant shall provide the legal description of the land being dedicated; such description shall be prepared by a registered surveyor or engineer licensed in the State of Kansas.
- D. All easement requirements in these regulations have not been satisfied or existing easements would have to be modified to effect the proposed lot split.
- E. The lot split would result in a lot that would not comply with the requirements of the zoning district in which the lot would be located.
- F. Such lot split would result in a lot, which due to location of flood plain, bodies of water, excessive slope, or other natural constraints, would not contain adequate buildable area for its intended use or, if central sanitary sewers are not available, the required area necessary for an on-site wastewater disposal system, including septic system lateral fields, holding tank(s) or other wastewater disposal systems, as required by County codes and regulations.
- G. Such lot split would result in a lot which is not provided with minimum infrastructure required by Article 31 of these regulations or the continuation of public facilities upon or adjacent to the property. Such features include, but are not limited to, roads, sewers, water lines, drainage improvements, parks and public open space.
- H. Such lot split would result in a lot that is unsuited for installation of an on-site wastewater disposal system where a central sanitary sewer system is not available. The adequacy of the site or the availability of sanitary sewers must be demonstrated by evidence submitted by the applicant. The feasibility of an on-site wastewater disposal system for new construction on either lot shall be determined by a soils profile analysis performed according to the applicable County Environmental Sanitary Code standards. When the soils profile analysis data indicates that either lot has soils with severe limitations for on-site wastewater disposal systems, the feasibility of and design for the on-site wastewater disposal system shall be verified in writing by a registered professional engineer licensed in the State of Kansas or soils testing laboratory and shall be based on a soils profile analysis.
- I. If the lot split involves a previously platted lot, such lot split would not be the first division of the platted lot nor would be accomplished by more than a single, straight, dividing line. Any other divisions to create an additional building lot from a platted lot shall be accomplished by replatting.
- J. The proposed access from the road(s) serving the resulting lots does not comply with the requirements for such access contained in the then-applicable Street Standards, including any sight distance restrictions.
- K. The proposed access from the road(s) serving the resulting lots is contrary to any access restriction recorded in the Office of the Register of Deeds of Johnson County, Kansas, including any plat restriction, easement, or restrictive covenant.
- L. The Minimum Street Frontage Requirements for Lot Splits of Section 5 of this Article are not met.

Section 5. MINIMUM STREET FRONTAGE REQUIREMENTS FOR LOT SPLITS:

A. Both lots resulting from a Lot Split shall have at least the following Minimum Street Frontage Required Per Driveway in the Rural, Residential or Planned Residential Districts:

<u>Street Category</u>	<u>Minimum Street Frontage Required per Driveway in the Rural, Residential or Planned Residential Districts¹</u>
1. Type III, Parkways	1,000 feet
2. Type II, Major Arterial Streets	660 feet
3. Type I, Minor Arterial Streets	400 feet ²
4. Collector Streets	150 feet
5. Local Streets	35 feet

¹ Driveways onto Parkways or Arterial Streets shall be at least 600 feet from the centerline of any intersecting Parkway or Arterial Street. Corner lots with less than 600 feet of frontage are restricted to access along the lesser-designated route if there is a lesser-designated route. (For example, along a Local Street instead of along a Collector Street or along a Collector Street instead of along an Arterial Street).

² See Subsection B immediately below.

B. On Minor Arterial Streets in the Rural District only, shared driveways are options for lot split situations that do not meet the street frontage requirements. However, the minimum street frontage for each such lot shall be three hundred (300) feet.

C. Business driveways shall comply with the requirements of Article 30, Section 2 (B)(1).

D. If the Lot Split Application provides for shared driveway to be constructed and shared to provide access to the road(s) serving the resulting lots, or at least one of the resulting lots and an adjoining lot, then:

1. a shared driveway agreement, and access control easement, satisfactory in form to the County shall be filed of record contemporaneously with the deed creating the lot split; or
2. access control along the abutting road(s) shall be provided by deed restriction or other appropriate document satisfactory to the County to ensure that a distance at least equal to:
 - a. the Minimum Street Frontage Required Per Driveway in the Rural, Residential, or Planned Residential Districts standards above in this Section; or,
 - b. for driveways to planned retail business or planned employment center sites, the Street Frontage Required per Business Driveway as set forth in Article 30, Section 2 (B)(1);

exists along such road(s) adjacent to the resulting lots and real property contiguous to such lots. Any deed restriction or other document shall be signed by both the owner of the lot to be divided and by the contiguous property owner(s) whose access to the contiguous property is to be restricted.

Section 6. DISPOSITION OF APPLICATIONS:

The Zoning Administrator shall, in writing, either approve, with or without conditions, or disapprove the lot split within fifteen (15) days after determination that the application is complete. The Zoning Administrator shall determine whether or not an application is complete and shall not determine that an application is complete until all application requirements have been met by the applicant and until the Zoning Administrator has been provided with a copy of any recorded right-of-way dedication required to meet Approval in Section 4 (C) above. If no action is taken on the complete application within said fifteen (15) day period, then the application will be deemed approved. The Zoning Administrator, or his or her designee, shall note on the Lot Split application the date the application was determined to be complete, and written notice of that determination shall be sent to the applicant.