

THE CITY OF WICHITA

OFFICE OF PUBLIC WORKS - ENGINEERING

DATE December 15, 1987

TO Vicki Huang, Subdivision Engineer

FROM Carl L. Gipson, Special Projects Engineer *CLG*

SUBJECT Development Restrictions
Associated with THE BOARDWALK

Attached please find an executed copy of the TRIPARTITE AGREEMENT that will permit the construction of the K-96 Bypass (Northeast Expressway) through Chisholm Creek Park.

Substantial restrictions have been imposed on the development of "Parcel A" by this agreement. This site is at the Northwest corner of 29th and Woodlawn. It was reviewed by the Subdivision of the MAPC as preliminary plat (THE BOARD-WALK) on September 25, 1987.

Please ensure that the development restrictions are enforced as this project proceeds through your area of responsibility.

Should you have any questions, or desire additional information, please don't hesitate to contact me at 4501.

CLG/1k

cc: Chris Cherches, City Manager

STATE OF KANSAS



Department of
Wildlife & Parks

Office of the City Manager	
<input type="checkbox"/> CTO	<input type="checkbox"/> SA
<input type="checkbox"/> MGR	<input type="checkbox"/> JA
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DEC 2 1987	
Mike Hayden, Governor	
<input type="checkbox"/> Copies To	
<input type="checkbox"/> Send To	
<input type="checkbox"/> File	

Office Of The Secretary
900 Jackson Street, Suite 502
Topeka, Kansas 66612-1220
913-296-2281

Wildlife Operations
Box 54-A
Pratt, Kansas 67124-9599
316-672-5911

Park Operations
900 Jackson Street, Suite 502
Topeka, Kansas 66612-1220
913-296-2281

December 1, 1987

Mr. Chris Cherches
City Manager
City of Wichita
City Hall
455 North Main
11th Floor
Wichita, Kansas 67202

RE: NPS Project No: 20-00150
"Chisholm Creek Park"
Northeast Expressway

Dear Mr. Cherches:

Enclosed is the city's copy of the executed tripartite agreement between the National Park Service, Kansas Department of Wildlife and Parks, and the city of Wichita for the referenced project.

As the Regional Director's letter states, the city may now proceed with the land exchange with the Woodlawn Land Company Partnership. When the exchanges are concluded, please provide this agency with copies of the deeds and legal descriptions of the properties involved. Likewise, as plans are developed for the development of Parcel A and Parcel B, please submit one copy each to this office and a copy to Mr. Alan Wentz, Wildlife Operations, Box 54A, Route 2, Pratt, Kansas 67124, for review and approval.

Should any questions arise in the interim, or if we can be of assistance in any way, please feel free to contact this office.

Sincerely,

Stanley L. Kivett
Stanley L. Kivett
Administrative Officer

SLK:sk

cc: Mr. Alan Wentz
Asst. Secy. for Operations



United States Department of the Interior

NATIONAL PARK SERVICE

MIDWEST REGION
1709 JACKSON STREET
OMAHA, NEBRASKA 68102-2571



IN REPLY REFER TO:

20-00150(MWR-RG)

NOV 18 1987

Mr. Robert Meinen
Secretary, Department of Wildlife
and Parks
Landon State Office Building
900 Jackson Street, Room 502
Topeka, Kansas 66612

Dear Mr. Meinen:

Enclosed are two copies of the executed tripartite agreement regarding Chisholm Creek Park. The park will be impacted by Wichita's proposed Northeast Expressway. Also enclosed is a copy of the Finding of No Significant Impact, prepared by this Office. This document concerns the findings discussed in the environmental assessment on the impact of the proposed expressway on the park.

Please provide the city with a copy of the tripartite agreement. The city may now conclude the land exchange with the Woodlawn Land Company Partnership.

Thank you for your cooperation and patience in this matter. Any questions you may have can be directed to Marty Sterkel at 402-221-3206.

Sincerely,

Don H. Castleberry
Regional Director

Enclosures 3

cc:

Mr. Chris Cherches, City Manager, City of Wichita, City Hall, 11th Floor,
455 North Main Street, Wichita, Kansas 67202 w/c FONSI
Mr. W. Alan Wentz, Assistant Secretary for Operations, Department of Wildlife
and Parks, Box 54A, Route 2, Pratt, Kansas 67124

TRIPARTITE AGREEMENT

THIS AGREEMENT entered into this 18th day of Nov., 1987, by and among the National Park Service, the Kansas Department of Wildlife and Parks, and the City of Wichita, hereinafter designated as the NPS, the KDWP, and the City. The Northeast Expressway is referred to as the "Expressway" and Chisholm Creek Park as the "Park".

WITNESSETH

WHEREAS, the City wishes to build a transportation facility to be known as the Expressway, which would traverse the Park (acquired under Land and Water Conservation Fund project 20-00150); and

WHEREAS, the City wishes to exchange a portion of the Park (Parcel A, see attached map) for a parcel of land (Parcel B, less B-1) that is privately owned; and

WHEREAS, the construction of the Expressway would require land from the Park (Parcel C-1); and

WHEREAS, Section 6(f)(3) of the L&WCF Act, as amended, states that:

"No property acquired or developed with assistance under this section shall, without the approval of the Secretary (of the Interior), be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location."

WHEREAS, the KDWP wishes to mitigate the loss of fish and wildlife habitat and the adverse impacts to the quality of the Park's recreational experiences in connection with the development of the Expressway through the Park.

NOW, THEREFORE, the parties of this agreement assent to the following:

1. The City will include in the deed of conveyance for Parcel A the following restrictions:

- a. No buildings developed on that parcel would be more than two stories (35 feet) high.
- b. Screening of the north and west sides of the parcel (with fencing, walls, berms, and/or plant materials) would be accomplished and permanently maintained within the boundaries of said lands. Such landscaping plans must be submitted to the City, and through KDWP, to NPS for review and approval.
- c. No flashing lights in signs; external signs, whether mounted on structures or free-standing, shall not be visible from the park for Parcel 1 of the Boardwalk C.U.P. approved by the City Council September 29, 1987; no free standing exterior signs within 400 feet of the northeast and 245 feet of the southwest corners of Parcel A, except for ground signs limited to a maximum height of 6 feet for sign message area and a maximum message area of 50 square feet per sign; all except of those mandated by law or local ordinance.

- d. No sound equipment intended for external messages and/or other audio use will be installed.
- e. Earth tones would be used for the exteriors of all improvements on the parcel.
- f. No overhead utility lines will be installed on the parcel.
- g. The drainage plan for Parcel A shall limit the runoff to a maximum rate not to exceed pre-development quantity. Development of the site shall not substantially impact the water quality of Chisholm Creek.

The above encumbrances shall run with the deed in perpetuity.

2. The City will acquire Parcel B (Less Parcel B-1) in exchange for Parcel A (other replacement land for Parcel A may also be required by NPS) and will develop this parcel with a parking lot with access from Woodlawn and with one or more recreation ponds utilizing borrow areas created on the parcel for the construction of the Expressway. In addition, access to accommodate non-motorized boat use of any ponds exceeding three surface acres in size will be provided by the City and trails will be developed that connect parcels B and C with the remainder of the Park.

3. The City will consult with KDWP on the design of the fishing ponds created from the borrow areas in Parcels B and C to assure proper shoreline configuration, bottom structure, and storage ratio. Similarly, the City will consult with KDWP on the design specifications for boat access.

4. The City will have an underpass constructed under the Expressway to provide pedestrian access between Parcel C and the portion of the Park south of the Expressway.

5. The development of the Expressway would cause the loss of permanent woody vegetation currently found along existing stream courses and drainageways in and near the Park. To partially offset this loss of habitat, the City will establish comparable woody plantings on park land adjacent to the ponds in Parcels B and C and will consult with KDWP on planting design and specifications. The City also will implement protective and wildlife management measures for existing riparian corridors within the Park. These wooded riparian corridors will be maintained and managed for wildlife by the City in perpetuity.

6. Where the Expressway passes over Oliver and Woodlawn, low-lying plants and large trees will be planted and berms built on top of embankments to reduce traffic noise. Railings of bridges will be solid and raised to reduce line-of-site sound at these sites. Wide areas on approaches to road crossings at Oliver and Woodlawn will be utilized by the City to enable existing hedgerows to be preserved.

7. At grade level through and near the Park, a 200-foot width of the right-of-way will be utilized by the City in order to provide for aesthetic considerations and outdoor recreation amenities. Also, the City will leave standing the osage-orange hedgerows that are along the route of the Expressway between Oliver and Woodlawn. The City will construct berms along both sides of the Expressway where it traverses the Park and plant them with appropriate vegetation in order to reduce the visual and noise impacts of the Expressway.

8. In order to mitigate the loss of wildlife habitat, the City will seed all roadsides and other disturbed areas along the Expressway between Oliver and Woodlawn with native-tame grass seed mixtures currently being used by the Kansas Department of Transportation. Additionally, the City will institute a mowing policy for the Expressway between Oliver and Woodlawn that will protect roadside vegetation through the wildlife nesting season.

9. The City, in consultation with KDWP, will design the Expressway in such a way that the normal drainage pattern of the streams flowing through Parcels B and C into the remainder of the Park will be maintained, by such means as deemed necessary.

10. The City and KDWP agree to accomplish Items 2 through 9, above, concurrently with the construction of the Expressway.

11. Mitigation measures will be funded as an Expressway cost and not allotted to any other City program excepting that involving Parcel A. Costs for mitigation measures for Parcel A may be borne by the Woodlawn Land Company Partnership and/or the City as an Expressway cost.

IN WITNESS THEREOF, the Mayor of the City of Wichita, duly authorized by the City Council, the Midwest Regional Director of the National Park Service, and the Director of the Kansas Department of Wildlife and Parks, have hereunto set their hands the day and year first above written.

Witnessed by:

Betty P. Rusk
Secretary

NATIONAL PARK SERVICE
[Signature]
Midwest Regional Director

Attest:
[Signature]
Gerry A. Wright

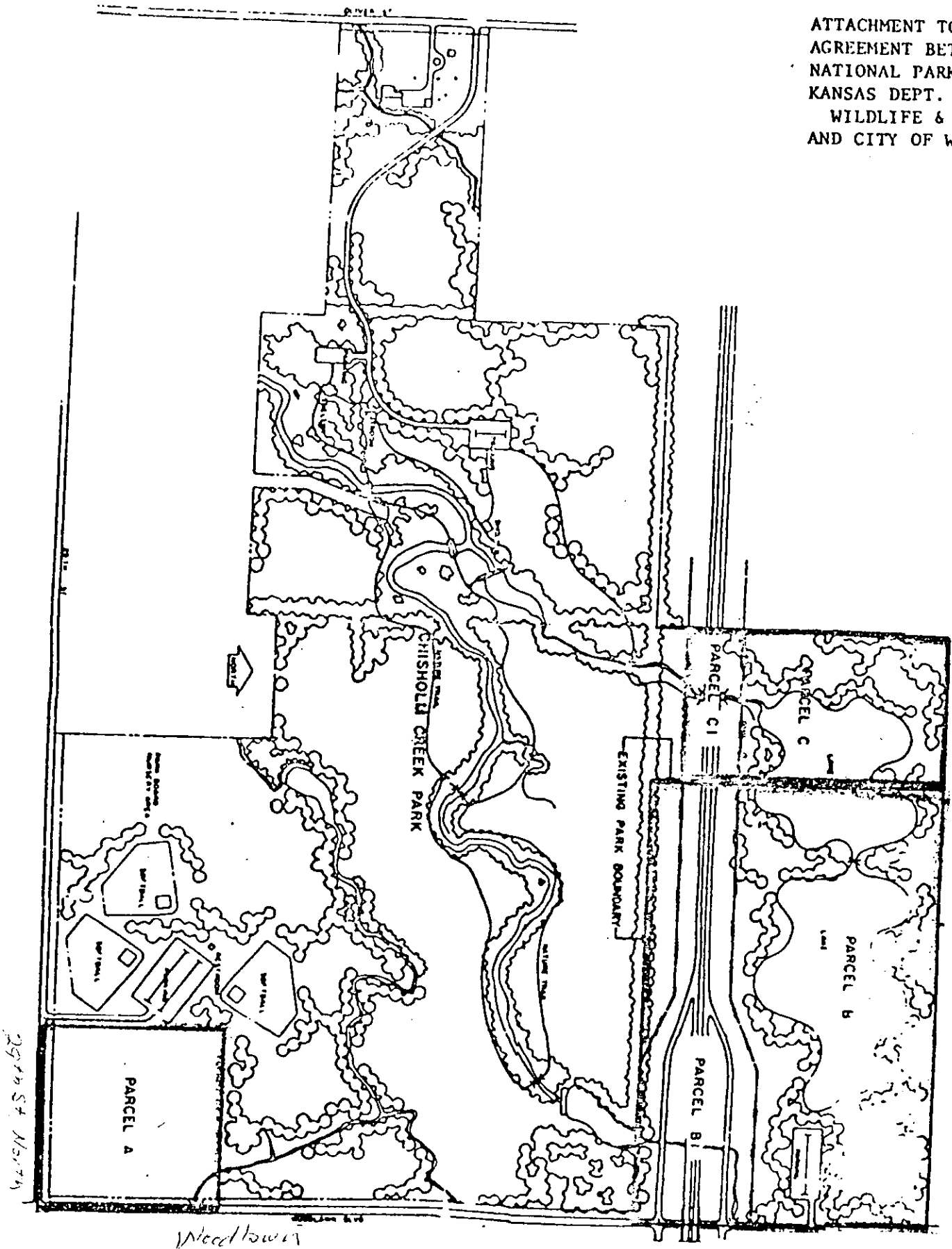
KANSAS DEPARTMENT OF WILDLIFE AND PARKS
[Signature]
Director

ATTEST:
[Signature]
Dep City Clerk

CITY OF WICHITA, KANSAS
[Signature]
Mayor

18th NW 87
Thomas R. Powell

ATTACHMENT TO
AGREEMENT BETWEEN
NATIONAL PARK SERVICE,
KANSAS DEPT. OF
WILDLIFE & PARKS,
AND CITY OF WICHITA



Woodtown

FINDING OF NO SIGNIFICANT IMPACT

ENVIRONMENTAL ASSESSMENT

PROPOSED NORTHEAST EXPRESSWAY ON CHISHOLM CREEK PARK

WICHITA, KANSAS

The National Park Service has prepared an environmental assessment addressing the impacts of the proposed Northeast Expressway on Chisholm Creek Park.

The proposed actions are the mitigation of "build alternatives" and meeting the requirements of Section 6(f)(3) of the Land and Water Conservation Fund Act, as amended. They are described in the attached environmental assessment.

The assessment was released on October 15, 1987, with the associated tripartite agreement on mitigative measures involving the city of Wichita and the Kansas Department of Wildlife and Parks (copy attached). As a result, it is concluded that:

1. The proposals, individually or cumulatively, do not constitute actions which normally require preparation of an Environmental Impact Statement (40 CFR 1502.3; 516 DM 6, Appendix 7.3). The action is not a categorical exclusion under the contemplation of 40 CFR 1501.4 and 1508.4.
2. The proposal will not have a significant (40 CFR 1508.27b) effect on the human environment. Negative environmental impacts which could occur are minor and temporary in effect. There are no adverse impacts on public health, public safety, rare or endangered species, or other unique characteristics of the region. No highly uncertain or controversial impacts, unique or unknown risks, cumulative effects, or elements of precedence were identified. Implementation of the actions will not violate any Federal, State, or local law.

Based on the foregoing, it has been determined that implementation of the proposal will not constitute a major Federal action which will significantly affect the quality of the human environment and that an Environmental Impact Statement is not required and will not be prepared.


Regional Director, Midwest Region

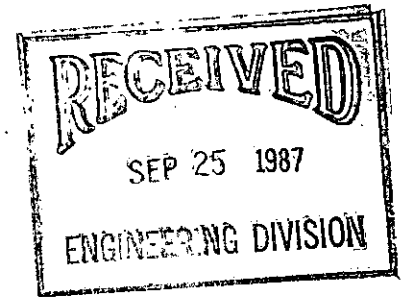
11-18-87

Date



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202-1888
(316) 258-4561



September 25, 1987

Bill Yung Design
4912 E. 29th Street North, Suite 1
Wichita, KS 67220

Re: Preliminary Plat S/D 87-89 - THE BOARDWALK

Dear Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, September 24, 1987, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee construction of the storm sewers required by this plat.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property.
- E. As required by general provision 14(A) of the CUP, the applicant shall guarantee the construction of decel lanes on both 29th Street North and Woodlawn adjacent to this plat. The decel lane guarantees shall provide for the construction of those portions of the two required major entrances that are within street rights-of-way.
- F. As required by general provision 14(B) of the CUP, the applicant shall guarantee the construction of a medial in 29th Street North, including improvements to provide for left turn movement and storage. The applicant shall also guarantee reconstruction of the medial within Woodlawn. This guarantee shall also provide for left turn and storage lanes.
- G. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- H. On the final plat, the indication of landscape buffers shall be deleted from the face of the plat.

WICHITA - SEDGWICK COUNTY

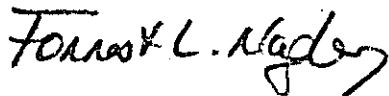
Preliminary Plat S/D 87-89 - THE BOARDWALK

Page 2

- I. On the final plat, the centerlines of the adjacent streets shall be labeled.
- J. The final plat shall indicate the amounts of half-street rights-of-way adjacent to the plat as well as the amount of additional rights-of-way being dedicated by this plat.
- K. This preliminary plat correctly shows the platting of building setbacks, the final plat shall also indicate these setbacks.
- L. Prior to, or at the time of submitting the final plat, the applicant shall submit a drainage plan to City Engineering for review and approval.
- M. Approval of this plat is subject to approval of the applicant's associated zone case (Z-2870).
- N. As requested by K.G.&E., the final plat shall indicate a 10-foot utility easement adjacent to the north and west lines of this plat.
- O. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- P. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- Q. 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.
- R. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

This matter will be forwarded to the Planning Commission for its consideration on Thursday, October 1, 1987. If you have any questions concerning this matter, please call.

Sincerely,



Forrest L. Nagley
Senior Planner

FLN:dIk

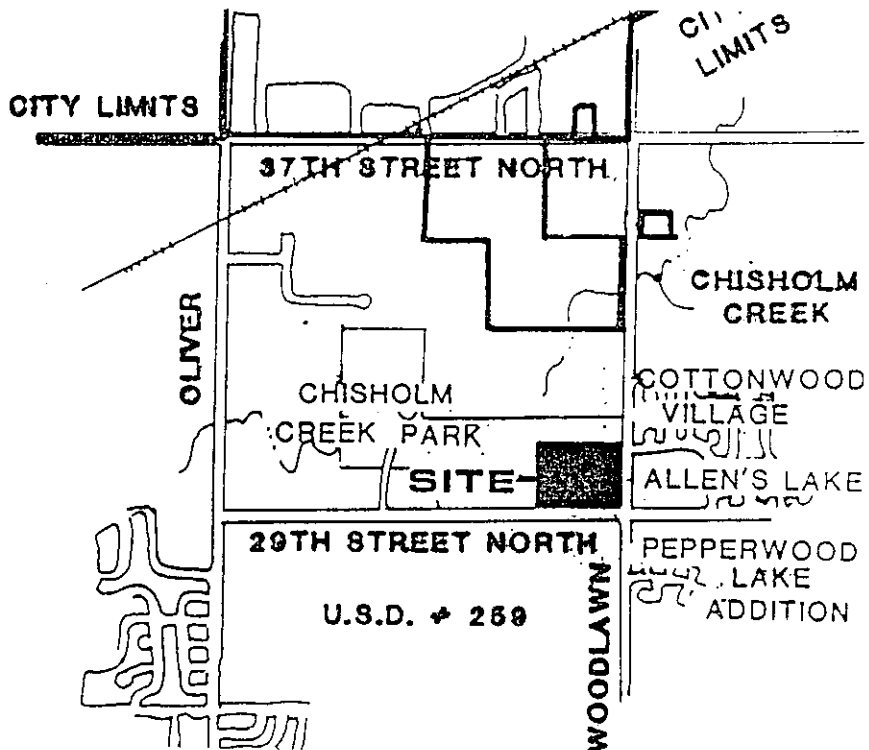
Enclosure

cc: Wichita Park Board, 455 N. Main, Wichita, KS 67202
Mid-Kansas Engineering Consultants, P.A., 3500 N. Rock Road #800,
Wichita, KS 67226
✓ Mike Lindebak, City Engineer

STAFF REPORT
(Preliminary Plat)

CASE NUMBER: S/D 87-89 - THE BOARDWALK
OWNER/APPLICANT: Wichita Park Board
SURVEYOR/ENGINEER: Bill Yung Design
LOCATION: Northwest corner of 29th Street North and Woodlawn.
SITE SIZE: 14.73 Acres
NUMBER OF LOTS:
Residential:
Office: 1
Commercial: 2
Industrial:
Total: 3
MINIMUM LOT AREA: 30,625 Sq. Ft.
CURRENT ZONING: "AA" and "LC"
PROPOSED ZONING: "BB" and "LC" (Z-2870)

VICINITY MAP:



STAFF COMMENTS:

NOTE: The applicant's associated zone case (Z-2870) requesting "AA" and "LC" to "LC and "BB" was recommended for approval by the Planning Commission on September 3, 1987. Lot 1 is to be zoned "BB" (office). Lots 2 and 3 will be zoned "LC" (light commercial). This zone case will be considered by the City Council on September 29, 1987.

This property is subject to the provisions of The Boardwalk Commercial Community Unit Plan (DP-175). Parcel 1 corresponds with Lot 1 and is proposed for development of offices, clinics or apartments. If apartments are constructed, the CUP limits development to a maximum of 158 dwelling units. Parcels 2 and 3 correspond to Lots 2 and 3, respectively. These lots will be developed with limited light commercial uses.

- A. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- B. The applicant shall guarantee the extension of City water to serve the lots being platted.
- C. The applicant shall guarantee construction of the storm sewers required by this plat.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property.
- E. As required by general provision 14(A) of the CUP, the applicant shall guarantee the construction of decel lanes on both 29th Street North and Woodlawn adjacent to this plat. The decel lane guarantees shall provide for the construction of those portions of the two required major entrances that are within street rights-of-way.
- F. As required by general provision 14(B) of the CUP, the applicant shall guarantee the construction of a medial in 29th Street North, including improvements to provide for left turn movement and storage. The applicant shall also guarantee reconstruction of the medial within Woodlawn. This guarantee shall also provide for left turn and storage lanes.
- G. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- H. On the final plat, the indication of landscape buffers shall be deleted from the face of the plat.
- I. On the final plat, the centerlines of the adjacent streets shall be labeled.
- J. The final plat shall indicate the amounts of half-street rights-of-way adjacent to the plat as well as the amount of additional rights-of-way being dedicated by this plat.
- K. This preliminary plat correctly shows the platting of building setbacks, the final plat shall also indicate these setbacks.

THE BOARDWALK

Page 3

- L. Prior to, or at the time of submitting the final plat, the applicant shall submit a drainage plan to City Engineering for review and approval.
- M. Approval of this plat is subject to approval of the applicant's associated zone case (Z-2870).
- N. The applicant's engineer is advised that the Register of Deeds is requiring the name(s) of the notary public, who acknowledges the signatures on this plat, to be printed beneath the notary's signature.
- O. To receive mail delivery without delay, and to avoid unnecessary expense, the applicant is advised of the necessity to meet with the U.S. Postal Service Growth Management Coordinator (phone 316-946-4527) prior to development of the plat so that the type of delivery, and the tentative mailbox locations can be determined.
- P. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- Q. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
- R. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.

June 15, 1987

Mr. Mark G. Ayesh
Scholfield Management, Inc.
11212 East Kellogg
Wichita, Kansas 67207-1925

Subject: Woodlawn Land Company Partnership/
Chisholm Creek Park Conversion

Dear Mr. Ayesh:

In answer to your recent letter, I would like to provide the following information.

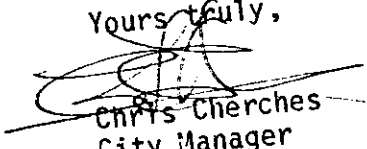
The City will be conducting the appraisal based on expanding the north boundary 100'. Following is the legal description of the land transfer for the Park property with Woodlawn Land Company Partnership:

Beginning at the Southeast corner of Section 36, Township 26S, Range 1E, of the 6th P.M., Sedwick County, Kansas, thence West 810 feet, thence North 910 feet, thence East 810 feet, thence South 910 feet to the point of beginning containing approximately 15 acres more or less on the Northwest corner of 29th Street and Woodlawn in Wichita, Kansas.

I am also enclosing a copy of a letter received from Kenneth R. Compton, Chief, Recreation Grants Division, National Park Service, United States Department of the Interior, requesting additional information from the City. Our Legal Department is having conversations with the Omaha Office relative to applying for federal funds in the future. The CFR noted in the letter only pertains to who is the lead agency.

Hopefully, the above information will respond to your recent letter. Please contact me (or Mike Lindebak, City Engineer) if you need additional information.

Yours truly,


Chris Cherches
City Manager

gr
Enclosure

AGREEMENT FOR EXCHANGE OF REAL ESTATE

This Agreement of Exchange entered into this _____ day of December, 1985,

BY AND BETWEEN

WOODLAWN LAND COMPANY PARTNERSHIP
a Kansas general partnership with
offices at 434 North Oliver,
Wichita, Kansas, hereinafter re-
ferred to as

"WLCP"

AND

THE CITY OF WICHITA, a Kansas
municipality with offices at
455 North Main, Wichita, Kansas,
hereinafter referred to as the

"CITY"

W I T N E S S E T H: That,

WHEREAS, WLCP is the owner of approximately sixty (60) acres of real estate under development as a residential subdivision and said development has been thwarted by the proposed plans of the CITY for the Northeast Circumferential; and

WHEREAS, the CITY is the owner of approximately fifteen (15) acres of real estate which WLCP will accept in consideration of WLCP abandoning its development plans and conveying to the CITY the sixty (60) acres owned by WLCP; and

WHEREAS, WLCP and the CITY have reached an agreement concerning the proposed exchange of real estate and desire to dedicate the terms and conditions to writing.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. Exchange by WLCP. Subject to the provisions of paragraph 9, WLCP hereby agrees to exchange the property described below in paragraph 2 to the CITY in consideration for the conveyance by the CITY of the property described in paragraph 5.

2. Description of Property. The property to be conveyed by WLCP to the CITY is legally described in Exhibit A attached hereto and incorporated by reference herein.

3. Valuation and Encumbrances. The appraised value of the property to be conveyed by WLCP is _____ dollars (\$ _____). Such property is to be conveyed free and clear of any and all encumbrances except easements and restrictions of record.

4. Exchange by CITY. The CITY hereby agrees to exchange the property described below in paragraph 5 to WLCP in consideration for the conveyance by WLCP of the property described in paragraph 2.

5. Description of Property. The property to be conveyed by the CITY is approximately fifteen (15) acres on the Northwest corner of 29th Street and Woodlawn, legally described in Exhibit B attached hereto and incorporated by reference herein.

6. Valuation and Encumbrances. The appraised value of the property to be conveyed by the CITY to WLCP is _____ dollars (\$ _____). Such property is to be conveyed free and clear of any and all encumbrances except easements and restrictions of record.

7. Closing. Closing shall be held on or before January 10, 1986, subject to the provisions of paragraph 9.

8. Taxes and Closing Costs. Real estate taxes shall be prorated as of the date of closing. The parties hereto agree to share equally in any and all closing costs involved in this exchange.

9. Financing and State Approval. The property to be conveyed by WLCP presently has an outstanding obligation secured by Mortgage which must be released. In the event WLCP is unable to secure financing within ninety (90) days at relatively the same cost of interest on the land to be conveyed by the CITY then both parties agree to void the transfer of properties; provided, WLCP has ten (10) days prior to expiration of the ninety (90) day time for financing for giving the CITY notice that it is unable to obtain such financing.

The deeds to the properties to be exchanged shall be placed in escrow with the City Manager pending the financing.

The property to be conveyed by the CITY was purchased partially from funds obtained under federal grants through the Kansas State Park and Resources Authority and this exchange of property must, therefore, be made subject to the approval of the Kansas State Park and Resources Authority. The CITY shall have ninety (90) days in which to obtain said approval and in the event it is unable to do so and notifies WLCP at least ten (10) days prior to the expiration of said ninety (90) days, then the transfer is voided.

It is agreed to between the parties that each party may proceed with necessary requirements and plans for future use of the exchanged land, including applications for zone change, surveying, and other undertakings, but nothing shall be undertaken during the ninety (90) day time periods set out herein which would or could result in a lien against either property.

10. Governing Law. This agreement is construed and interpreted according to the laws of the State of Kansas.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties on the day, month and year first above written.

WOODLAWN LAND COMPANY PARTNERSHIP
CRITCHFIELD, INC., Managing Partner

By _____
Stephen N. Critchfield, President

ATTEST:

Mark G. Ayesh

Victor H. Scholfied, Partner

Steven A. Hatchett, Partner

Stephen N. Critchfield, Partner

Robert A. Griffith, Partner

Timothy J. Maher, Partner

Mark G. Ayesh, Partner

"WLCP"

THE CITY OF WICHITA

By Robert C. Brown, Mayor

ATTEST:

Donald C. Gisick, City Clerk

Approved as to Form:

John Dekker, Director of Law

EXHIBIT "A"

TO

EXCHANGE AGREEMENT

PROPERTY TO BE CONVEYED BY WLCP TO CITY

The South Half of the East Half of the Southwest Quarter of the Northeast Quarter of Section 36, Township 26S, Range 1E, of the 6th P.M.

The South Half of the East Half of the Northeast Quarter of Section 36, Township 26S, Range 1E of the 6th P.M.

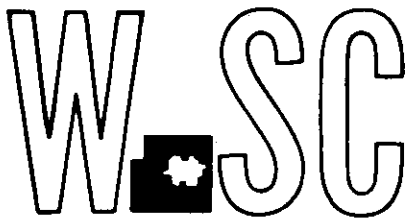
The Northeast Quarter of the Southwest Quarter of the Northeast Quarter (NE/4 SW/4 NE/4) of Section 36, Township 26S, Range 1E.

EXHIBIT "B"
TO
EXCHANGE AGREEMENT

PROPERTY TO BE CONVEYED BY CITY TO WLCP

Beginning at the Southeast corner of Section 36, Township 26S, Range 1E, of the 6th P.M., Sedgwick County, Kansas, thence West 810 feet, thence North 810 feet, thence East 810 feet, thence South 810 feet to the point of beginning containing approximately 15 acres more or less on the Northwest corner of 29th Street and Woodlawn in Wichita, Kansas.

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT
CITY HALL — TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561



May 12, 1987

Bill G. Yung
Bill G. Yung Design
4912 East 29th Street North
Suite One
Wichita, Kansas 67220

C
O
P
Y

RE: DP-171 - The Boardwalk C.U.P. Proposal. Located at the northwest corner of Woodlawn and 29th Street North.

Dear Bill:

We have reviewed your C.U.P. proposal for the above-referenced property. The 15-acre area, originally planned for park purposes, is now proposed for light commercial, office and residential (apartment) uses, and you have submitted the necessary zone change application. Frank Smith, Director of the Park Department, has advised us that there is some discrepancy in the legal description. Please contact him in that regard. The following are our comments on the plan:

1. Please add an additional general provision regarding a site plan requirement.

"Prior to the issuance of building permits on Parcel 2, a site circulation plan shall be submitted to the Planning Department for review and approval."

2. General Provision #14 should include:

(a) At the time of platting, the applicant shall guarantee the construction of a median in 29th Street North, including left turn movements and storage lanes at Parcels 1 and 2, and the reconstruction of the median along Woodlawn including left turn movements and storage lanes into Parcels 1 and 2.

(b) The need for and the location of the left turn movements and storage lanes into Parcel 3 on 29th Street North, and into Parcels 1 and 2 on Woodlawn shall be determined by the City Engineer.

Bill Yung RE: DP-171
May 12, 1987
Page 2

(c) Any changes to the Woodlawn median must be with approval of the City Engineer and at no cost to the City of Wichita.

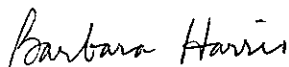
3. Please add a General Provision that states:

"In the event that a lake is not constructed between Parcels 1 and 2, a 30-foot building setback shall be indicated between Parcels 1 and 2 along the north line of Parcel 2".

4. The site plan indicating the proposed layout for the development indicates the major entrance into Parcel 2 from Woodlawn as being south of the labeled major entrance area. Which is correct?

I understand you need to schedule this C.U.P. for MAPC as soon as possible. Please consider the above listed changes and contact us if you have any questions or comments. We can work for the next MAPC date of June 11, 1987, if we can obtain the ownership list from you along with revised prints.

Sincerely,



Barbara Harris
Senior Planner


BH:blw

cc: Frank Smith, Director, Park Department
 ✓ Mike Lindebak, City Engineer

WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING DEPARTMENT

April 27, 1987

TO: Mike Lindebak, City Engineer
Bill McKinley, Traffic Engineer
Walt Campbell, Deputy Fire Chief

FROM: Jack H. Galbraith, Chief Planner, Current Plans Division 

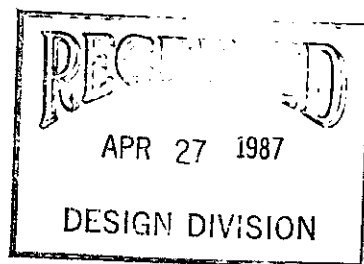
SUBJECT: DP-171 - The Boardwalk C.U.P. Located at the northwest corner of Woodlawn and 29th Street North.

Attached for your review is Bill Yung's proposal for the above-captioned area. Mike, as you are aware, the Department of Interior has raised questions about heights and screening and landscaping. Both parcels propose a maximum height of 35 feet. Also, no wall or fencing is proposed adjacent to the park, either on the north or the west. Instead, 30-foot landscape buffers are proposed with the one opening for Parcel 1 to 29th Street proposed to be planted on both sides.

There is also no circulation proposed between Parcels 1 and 2 as a lake and boardwalk is proposed to separate the two parcels.

The last item we would like for you to review is the proposed redesign for the medial on Woodlawn. If you have any comments on this proposal, please advise.

JHG:blw
Attachment



1. THIS DEVELOPMENT IS PROPOSED TO CONTAIN 15.0+ GROSS ACRES.
2. THE PROPOSED DEVELOPMENT CONTAINS THREE (3) PARCELS PERMITTING LIGHT COMMERCIAL, OFFICE AND RESIDENTIAL (APARTMENT) USES. FOR SPECIFIC USES, SEE PARCEL DESCRIPTIONS.
3. SETBACKS ARE AS INDICATED ON PLAN VIEW OR IN GENERAL ARE AS FOLLOWS:

- 100' SETBACK ALONG WOODLAWN FOR PARCEL 1.
- 30' SETBACK ALONG NORTH AND WEST PROPERTY LINES FOR PARCEL 1.
- 10' SETBACK ALONG SOUTH PROPERTY LINE FOR PARCEL 1.
- SETBACKS FOR PARCEL 2 VARY ALONG 29TH STREET NORTH AND WOODLAWN, SEE PLAN.
- 20' SETBACK ALONG WEST PROPERTY LINE FOR PARCEL 2.
- 10' SETBACK ALONG THE NORTH PROPERTY LINE FOR PARCEL 2.
- 35' SETBACK ALONG 29TH STREET NORTH FOR PARCEL 3.
- 35' SETBACK ALONG WOODLAWN FOR PARCEL 3.

NOTE: IN THE EVENT THAT CONTIGUOUS PARCELS ARE DEVELOPED UNDER THE SAME OWNERSHIP, SETBACK BETWEEN THOSE PARCELS WILL NOT BE REQUIRED.

4. ACCESS CONTROL: ACCESS TO 29TH STREET NORTH SHALL BE LIMITED TO FOUR (4) OPENINGS, ONE OPENING TO PARCELS 1 AND 3, AND TWO (2) OPENINGS TO PARCEL 2 OF WHICH ONE OPENING TO PARCEL 2 SHALL BE CONSTRUCTED TO MAJOR ENTRANCE STANDARDS. ACCESS TO WOODLAWN SHALL BE LIMITED TO THREE (3) OPENINGS, ONE TO EACH PARCEL (1, 2 & 3). THE OPENING TO PARCEL 2 SHALL BE CONSTRUCTED TO MAJOR ENTRANCE STANDARDS.
5. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
6. SIGNS AS PERMITTED BY ZONING DISTRICT SHALL BE PERMITTED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 28.04.139 OF THE CODE OF THE CITY OF WICHITA, EXCEPT THAT NO PORTABLE OR OFF-SITE SIGNS SHALL BE PERMITTED. SIGN HEIGHT VARIANCE AS MAY BE APPROVED BY THE BOARD OF ZONING APPEALS SHALL BE PERMITTED.
7. ALL DRAINAGE WAYS AND DRAINAGE IMPROVEMENTS SHALL BE DETERMINED AT THE TIME OF PLATTING. A LOT GRADING PLAN WILL BE PREPARED IN CONFORMANCE WITH THE GENERAL DRAINAGE CONCEPT PLAN FOR REVIEW PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. LAKES SHOWN ON PLAN VIEW ARE CONCEPTUAL AT THIS POINT AND SHALL BE DESIGNED WITH FINAL SITE PLAN IN CONFORMANCE WITH APPROVED GRADING PLAN.
8. FINAL DETERMINATION OF STREET RIGHT-OF-WAY AND PAVEMENT WIDTHS SHALL BE RESOLVED AT THE TIME OF PLATTING.
9. PARKING SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 28.04.140 ET SEQ OF THE CODE OF THE CITY OF WICHITA.
10. A. A FIVE (5) TO EIGHT (8) FOOT SOLID OR SEMI-SOLID WALL SHALL BE CONSTRUCTED OF STONE, MASONRY, BRICK, ARCHITECTURAL TILE OR SIMILAR MATERIAL (NOT INCLUDING WOOD OR WOVEN WIRE) ALONG THE PROPERTY LINE WHEN ADJACENT TO A RESIDENTIAL DISTRICT AND SEPARATED BY A PUBLIC WAY, STREET OR ALLEY, IF STORAGE AREA, SERVICE AREA OR REAR OF THE BUILDING FACES THE RESIDENTIAL DISTRICT.

10. B. A TEN (10) FOOT LANDSCAPE BUFFER CONSISTING OF A COMBINATION OF GRASS, LOW SHRUBS AND TREES SHALL BE REQUIRED ALONG THE EAST AND SOUTH PROPERTY LINES OF PARCELS 2 AND 3 WHERE ACROSS FROM RESIDENTIALLY ZONED AREAS (SEE PLAN VIEW).
- C. THE 30' BUILDING SETBACK AND LANDSCAPE BUFFER ALONG THE NORTH AND WEST BOUNDARIES OF PARCEL 1 SHALL INCLUDE EARTH BERMS AND A MINIMUM OF ONE TREE FOR EVERY ⁴⁰ LINEAL FEET OF PROPERTY BOUNDARY. PLANTINGS IN THESE AREAS SHALL CONSIST OF DECIDUOUS TREES 2" CAL. AND/OR CONIFERS 6-8' TALL AND MAY INCLUDE SHRUBS, GRASS AND OTHER ORNAMENTAL PLANTINGS.
- D. THE 10' LANDSCAPE BUFFER REQUIREMENT ALONG THE WEST BOUNDARY OF PARCEL 2 SHALL BE WAIVED. HOWEVER, A LANDSCAPE PLAN AS PER GENERAL PROVISION 11 BELOW SHALL BE REQUIRED FOR THE 380' DRIVE ENTRANCE FROM 29TH STREET NORTH INTO PARCEL 1.
11. A LANDSCAPE PLAN, PREPARED BY A LANDSCAPE ARCHITECT, FOR THE LANDSCAPE BUFFERS ALONG 29TH STREET NORTH, WOODLAWN AND THE NORTH AND WEST PROPERTY LINES INDICATING THE LOCATION, TYPE AND SPECIFICATIONS OF PLANT MATERIAL AND METHOD OF PROVIDING WATER SHALL BE SUBMITTED TO THE PLANNING DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO THE ISSUANCE OF BUILDING PERMIT(S) ON PARCEL INVOLVED. A FINANCIAL GUARANTEE FOR THE PLANT MATERIALS APPROVED IN THE LANDSCAPE PLAN SHALL BE REQUIRED PRIOR TO THE ISSUANCE OF ANY OCCUPANCY PERMIT IF THE REQUIRED LANDSCAPING HAS NOT BEEN PLANTED.
12. THE TRANSFER OF TITLE ON ALL OR ANY PORTION OF THE LAND INCLUDED IN THE C.U.P. DOES NOT CONSTITUTE A TERMINATION OF THE PLAN OR ANY PORTION THEREOF, BUT SAID PLAN SHALL RUN WITH THE LAND FOR COMMERCIAL DEVELOPMENT AND BE BINDING UPON THE PRESENT OWNERS, THEIR SUCCESSORS AND ASSIGNS AND THEIR LESSEES UNLESS AMENDED.
13. TRASH RECEPTACLES SHALL BE APPROPRIATELY SCREENED TO REASONABLY HIDE THEM FROM GROUND VIEW.
14. A CONTINUOUS ACCEL/DECEL LANE ALONG THE SOUTH AND EAST LINES OF THIS C.U.P. SHALL BE GUARANTEED AT THE TIME OF PLATTING, IF APPLICABLE.

15. PARCEL DESCRIPTIONS:

PARCEL NUMBER 1:

PROPOSED USES: OFFICES, MEDICAL AND DENTAL OFFICES OR CLINICS OR APARTMENTS.

GROSS AREA - 7.9 ACRES (344,500 SQ. FT.)

NON-RESIDENTIAL USES:

MAXIMUM BUILDING COVERAGE - 103,350 SQ. FT. (30% MAXIMUM)

MAXIMUM GROSS FLOOR AREA - 125,000 SQ. FT.

FLOOR AREA RATIO - 0.363

RESIDENTIAL USES:

MAXIMUM NUMBER OF UNITS - 158

MAXIMUM DENSITY - 20 DU/ACRE

ALL USES:

MAXIMUM BUILDING HEIGHT - 35'

PARKING - AS SET FORTH UNDER GENERAL PROVISION NUMBER 9.

SETBACKS - AS SET FORTH UNDER GENERAL PROVISION NUMBER 3.

PARCEL NUMBER 2:

PROPOSED USES: NEIGHBORHOOD SHOPPING CENTER USES INCLUDING GROCERY, FURNITURE, THEATERS, RESTAURANTS, RETAIL SHOPS, FAST FOOD, OFFICES, MEDICAL AND DENTAL CLINICS, CLOTHING STORES, PHARMACIES, DRY CLEANING, LAUNDRY, BARBER SHOPS, BEAUTY SHOPS, TAILORS, STUDIOS, SHOE STORES, HARDWARE AND APPLIANCE STORES, FITNESS CENTERS, SERVICE STATIONS AND RELATED CAR WASH WITH BZA APPROVAL.

**GROSS AREA - 6.3 ACRES (274,271 SQ. FT.)
MAXIMUM BUILDING COVERAGE - 82,280 SQ. FT. (30% MAXIMUM)
MAXIMUM GROSS FLOOR AREA - 100,500 SQ. FT.
FLOOR AREA RATIO - 0.366
MAXIMUM BUILDING HEIGHT - 35'
MAXIMUM NUMBER OF BUILDINGS - 5
PARKING - AS SET FORTH UNDER GENERAL PROVISION NUMBER 9.
SETBACKS - AS SET FORTH UNDER GENERAL PROVISION NUMBER 3.**

PARCEL NUMBER 3:

PROPOSED USES: CONVENIENCE STORES AND ALL USES IN PARCEL 2 EXCEPT GROCERY, FURNITURE AND THEATERS.

**GROSS AREA - .8 ACRE (32,850 SQ. FT.)
MAXIMUM BUILDING COVERAGE - 9,855 SQ. FT. (30% MAXIMUM)
MAXIMUM GROSS FLOOR AREA - 12,000 SQ. FT.
FLOOR AREA RATIO - 0.365
MAXIMUM BUILDING HEIGHT - 35'
MAXIMUM NUMBER OF BUILDINGS - 1
PARKING - AS SET FORTH UNDER GENERAL PROVISION NUMBER 9.
SETBACKS - AS SET FORTH UNDER GENERAL PROVISION NUMBER 3.**