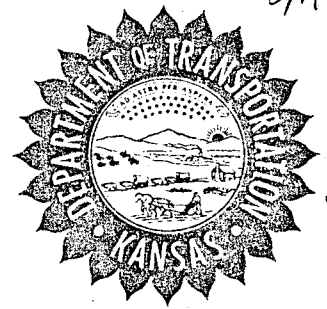


KANSAS DEPARTMENT OF TRANSPORTATION

STATE OFFICE BUILDING—TOPEKA, KANSAS 66612



JOHN CARLIN, Governor

May 7, 1986

US-54
City of Wichita
Sedgwick County

Mr. William G. McKinley
Traffic Engineer
Traffic Engineering Division
City Hall—Eighth Floor
455 North Main Street
Wichita, Kansas 67202



Dear Mr. McKinley:

We have reviewed your proposed interim improvement plan layouts for Julia and westbound Kellogg and Dugan and Kellogg.

Our only comments concerning the addition of raised curb transitions to the south end of the median nose on Dugan and to the east end of the triangular island on the frontage road, is that a sign will need to be placed on the right-hand side and on the median for southbound traffic on Dugan indicating the correct stop position (Stop Here on Red, R10-6).

Before this work is started, a Highway Permit will be necessary along with a final review of the plans.

If you have any questions about our review, please contact this office.

Very truly yours,

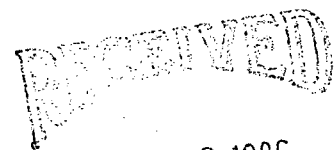
F. J. Reid, P. E.
Chief of Traffic Engineering

Fred E. Terry - DU

Fred E. Terry, P. E.
Traffic Engineer

FJR:FET:du
Attachment

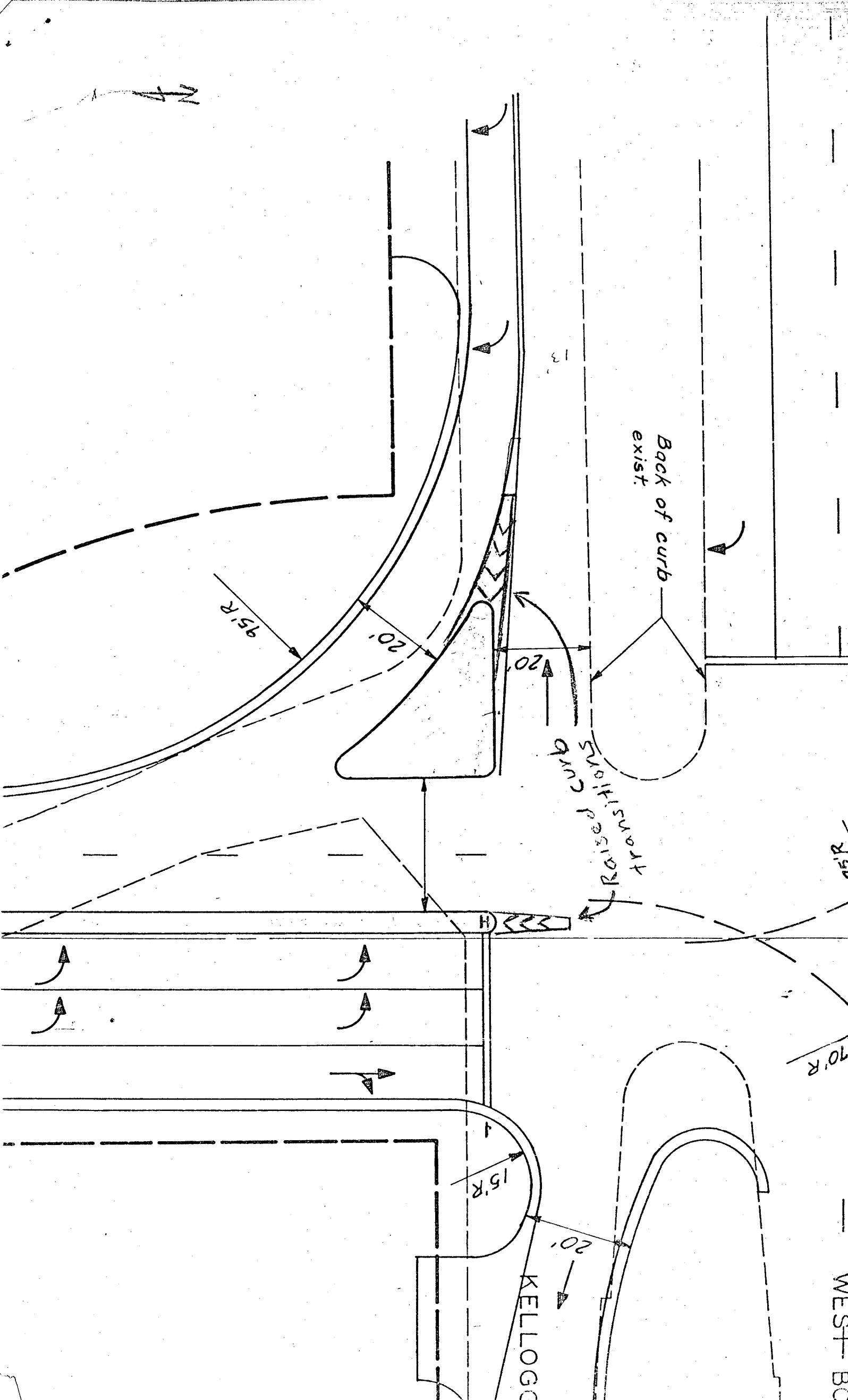
cc: Mr. Wade Culwell, District Five Engineer



TRAFFIC ENGINEERING
DIVISION

Jm

my



Back of curb exist.

RAISED CURB TRANSITIONS

KELLOGG

WEST BO

95' R

20'

20'

70' R

85' R

15' R

20'

N

S/D No.: 86-43 Name: THE DUGAN CENTRE

Preliminary Approved:
Scheduled S/D Meeting: 5/8/86

DESCRIPTION

General Location: South side of Taft, between Ridge and Dugan.
Owner: Wayne Sanchez, 225 N. Market, Wichita, KS 67202
Surveyor/Engineer: Baughman Company, P.A.

1. Gross Acreage of Plat: 60.5 Acres
2. Number of Lots:
 - Residential:
 - Office:
 - Commercial: 9
 - Industrial:
 - Total: 9
3. Minimum Lot Area: 23,515 Sq. Ft.
4. Existing Zoning: "C"
5. Proposed Zoning: "C" with DP-151

STAFF COMMENTS:

NOTE: This property is subject to the provisions of the Dugan Centre Commercial Community Unit Plan (DP-151). Development of the proposed lots is planned as follows:

Lot 1 (C.U.P. Parcel 1) - Retail business, offices, financial institutions, motel/hotel, office warehousing, recreational center, automotive agency, private clubs and restaurants.

Lot 2 (C.U.P. Parcel 2) - Offices, hotel or motel.

Lot 3 (C.U.P. Parcel 6) - Retail/wholesale business, financial institutions, offices, restaurants, recreational center, private clubs and automotive agency.

Lot 4 (C.U.P. Parcel 3) - Recreational center, financial institutions, motel/hotel offices, office warehousing, private clubs, restaurants, retail/wholesale business, miniature golf facility and automotive agency.

Lot 5 (C.U.P. Parcel 5) - Retail/wholesale business, garden center and office warehousing.

Lots 6, 7, 8 and 9 (C.U.P. Parcel 4) - Offices, office warehousing and financial institutions.

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 any drainage improvements required by the platting of this property. Included as part of the box culvert construction west of Dugan and north of the Wendy's restaurant shall be the driveway and curb cut permitting northbound Dugan traffic to make the left-hand turn to get back south to Kellogg.

D. The applicant shall guarantee the construction of Dugan Road to commercial street standards between Kellogg and Taft.

E. The applicant shall guarantee the construction of an additional left turn lane southbound on Dugan, a raised medial in Dugan near the intersection with Kellogg and a right turn lane from the frontage road onto Dugan in front of McDonalds.

- F. The applicant shall guarantee the construction of two left turn lanes into Dugan Road from eastbound Kellogg, including resignalization at Dugan/Kellogg, and all frontage road medial changes and curb constructions necessary to provide the proper turning radii and alignment for these additional lanes.
- G. The applicant shall guarantee the resigning and restripping of Kellogg Drive, from Dugan Road west to Mid-Continent Road, in order to make that segment of the frontage road one-way westbound.
- H. The applicant shall guarantee the construction of Taft Street to commercial standards from Dugan to Ridge Circle.
- I. The applicant shall guarantee the construction of the Kellogg Drive slip-on and slip-off improvements near Julia.
- J. The applicant shall guarantee the paving of Ridge Circle south of Taft to commercial street standards.
- K. The applicant shall guarantee improvements at the Taft/Mid-Continent intersection consisting of the following: A fully actuated traffic signal; a northbound right turn lane on Mid-Continent at Taft; a westbound free-flowing right turn lane on Taft at Mid-Continent; and a southbound double left turn lane on Mid-Continent at Taft, all as specified in the February 12, 1986 Traffic Study prepared by Larkin and Associates. These improvements shall be guaranteed by petition to be held until construction of the improvements are determined necessary.
- L. Pursuant to the requirements of the City Sidewalk Ordinance and Article 8-103 of the Subdivision Regulations, the paving guarantees for Ridge Circle, Dugan and Taft shall provide for sidewalks at the following locations:
 - Ridge Circle - Both sides of the street.
 - Dugan - Both sides of the street.
 - Taft - South side of the street, from Ridge Circle to Dugan.
- M. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- N. Approval of this preliminary plat is subject to the applicant providing a copy of a letter from KDOT approving the improvements planned for the intersection of Dugan/Kellogg and the modifications planned for Kellogg Drive, including improved slip-on and slip-off near Julia. This letter needs to be submitted for the Community Unit Plan file. No final plats shall be submitted until the KDOT letter of approval has been provided.
- O. The final plat shall indicate the platting of the building setbacks required by the Community Unit Plan.
- P. Provisions shall be made for ownership and maintenance of the proposed reserves. The applicant shall either form a lot owners' association prior to recording the plat or shall submit a covenant stating when the association will be formed, when the reserves will be deeded to the association and who is to own and maintain the reserves prior to the association taking over those responsibilities.
- Q. For those reserves being platted for drainage purposes, the required covenant which provides for ownership and maintenance of the reserves shall grant, to the City, the authority to maintain the drainage reserves in the event the owner(s) fail to do so. The covenant shall provide for the cost of such maintenance to be charged back to the owner(s) by a method similar to special assessments.
- R. Since this plat involves the platting of a floodway, the plattor's text on the final plat shall reference the standard floodway language.

- S. If the platting of this property requires the platting of a minimum building pad elevation, it shall be noted on the face of the plat as well as in the plat's text.
- T. Regarding the three joint access easements proposed to provide access from Lots 6, 7, 8 and 9 to Taft, it is necessary to establish the joint access easements by separate instrument. This is necessary in order to provide recording information on the face of the plat which will refer any future owner of the subject lots to the document outlining and setting forth the particulars of the joint access easements. Prior to recording the joint access easement, a draft shall be submitted to the Planning Department for review and approval. The instrument must clearly state the purpose of the easement as well as which properties benefit from the easement. Initial construction responsibilities and future maintenance of the driveway within the easement and the approaches to Taft should also be addressed by the text of the instrument.
- U. Regarding the 30-foot wide east/west and north/south access easements depicted on the plat, it is necessary to establish these access easements by separate instrument with appropriate recording information indicated on the final plat tracing. Prior to recording the joint access easement, a draft shall be submitted to the Planning Department for review and approval. The instrument must clearly state the purpose of the easement as well as which properties benefit from the easement. Initial construction responsibilities and future maintenance of the driveway within the easement should also be addressed by the text of the instrument.
- V. The applicant shall submit an avigational easement and restrictive noise covenant for this property. Section 7-107.
- W. 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.
- X. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).
- Y. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept.

S/D No.: 86-43 Name: THE DUGAN CENTRE

Preliminary Approved: 5/8/86
Scheduled S/D Meeting: 5/22/86

DESCRIPTION

General Location: South side of Taft, between Ridge and Dugan.
Owner: Wayne Sanchez, 225 N. Market, Wichita, KS 67202
Surveyor/Engineer: Baughman Company, P.A.

1. Gross Acreage of Plat: 60.5 Acres
 2. Number of Lots:
 - Residential:
 - Office:
 - Commercial: 9
 - Industrial:
 - Total: 9
 3. Minimum Lot Area: 23,515 Sq. Ft.
 4. Existing Zoning: "C"
 5. Proposed Zoning: "C" with DP-151
-

STAFF COMMENTS:

NOTE: This property is subject to the provisions of the Dugan Centre Commercial Community Unit Plan (DP-151). Development of the proposed lots is planned as follows:

Lot 1 (C.U.P. Parcel 1) - Retail business, offices, financial institutions, motel/hotel, office warehousing, recreational center, automotive agency, private clubs and restaurants.

Lot 2 (C.U.P. Parcel 2) - Offices, hotel or motel.

Lot 3 (C.U.P. Parcel 6) - Retail/wholesale business, financial institutions, offices, restaurants, recreational center, private clubs and automotive agency.

Lot 4 (C.U.P. Parcel 3) - Recreational center, financial institutions, motel/hotel offices, office warehousing, private clubs, restaurants, retail/wholesale business, miniature golf facility and automotive agency.

Lot 5 (C.U.P. Parcel 5) - Retail/wholesale business, garden center and office warehousing.

Lots 6, 7, 8 and 9 (C.U.P. Parcel 4) - Offices, office warehousing and financial institutions.

- 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 the construction of storm sewer and storm drain required by the platting of this property. Included as part of the box culvert construction west of Dugan and north of the Wendy's restaurant shall be the driveway and curb cut permitting northbound Dugan traffic to make the left-hand turn to get back south to Kellogg.
- D. The applicant shall guarantee the construction of Dugan Road to commercial street standards between Kellogg and Taft.
- E. The applicant shall guarantee the construction of an additional left turn lane southbound on Dugan; a raised medial in Dugan near the intersection with Kellogg and a right turn lane from the frontage road onto Dugan in front of McDonalds.

- F. The applicant shall guarantee the construction of two left turn lanes into Dugan Road from eastbound Kellogg, including resignalization at Dugan/Kellogg, and all frontage road medial changes and curb constructions necessary to provide the proper turning radii and alignment for these additional lanes.
- G. The applicant shall guarantee the resigning and restripping of Kellogg Drive, from Dugan Road west to Mid-Continent Road, in order to make that segment of the frontage road one-way westbound.
- H. The applicant shall guarantee the construction of Taft Street to commercial standards from Dugan to Ridge Circle.
- I. The applicant shall guarantee the construction of the Kellogg Drive slip-on and slip-off improvements near Julia.
- J. The applicant shall guarantee the paving of Ridge Circle south of Taft to commercial street standards.
- K. The applicant shall guarantee improvements at the Taft/Mid-Continent intersection consisting of the following: A fully actuated traffic signal; a northbound right turn lane on Mid-Continent at Taft; a westbound free-flowing right turn lane on Taft at Mid-Continent; and a southbound double left turn lane on Mid-Continent at Taft, all as specified in the February 12, 1986 Traffic Study prepared by Larkin and Associates. These improvements shall be guaranteed by petition to be held until construction of the improvements are determined necessary.
- L. Pursuant to the requirements of the City Sidewalk Ordinance and Article 8-103 of the Subdivision Regulations, the paving guarantees for Ridge Circle, Dugan and Taft shall provide for sidewalks at the following locations:
- Ridge Circle - Both sides of the street.
 - Dugan - Both sides of the street.
 - Taft - South side of the street, from Ridge Circle to Dugan.
- M. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- N. The final plat tracing shall indicate the platting of the building setbacks required by the Community Unit Plan.
- O. The final plat tracing shall indicate the platting of required minimum building pad elevations. They shall be noted on the face of the plat as well as in the platting text.
- P. Regarding the three joint access easements proposed to provide access from Lots 6, 7, 8 and 9 to Taft, it is necessary to establish the joint access easements by separate instrument. This is necessary in order to provide recording information on the face of the plat which will refer any future owner of the subject lots to the document outlining and setting forth the particulars of the joint access easements. Prior to recording the joint access easement, a draft shall be submitted to the Planning Department for review and approval. The instrument must clearly state the purpose of the easement as well as which properties benefit from the easement. Initial construction responsibilities and future maintenance of the driveway within the easement and the approaches to Taft should also be addressed by the text of the instrument.
- Q. Regarding the 30-foot wide east/west and north/south access easements depicted on the plat, it is necessary to establish these access easements by separate instrument with appropriate recording information indicated on the final plat tracing. Prior to recording the joint access easement, a draft shall be submitted to the Planning Department for review and approval. The instrument must clearly state the purpose of the easement as well as which

properties benefit from the easement. Initial construction responsibilities and future maintenance of the driveway within the easement should also be addressed by the text of the instrument.

- R. The applicant shall submit an avigational easement and restrictive noise covenant for this property. Section 7-107.
- S. Perimeter closure computations shall be submitted with the final plat tracing. Section 5-101(C).
- T. Recording of the plat within 30 days after approval by the Board of City Commissioners.
- U. The representative from the City Engineer's office should be prepared to comment on the status of the applicant's drainage plan.

File Copy

THE CITY OF WICHITA

OFFICE OF PUBLIC WORKS - ENGINEERING

DATE September 22, 1988

TO Dale Rea, Deputy City Clerk

FROM Steve Lackey, Director of Public Works

SL

SUBJECT Access Road Agreement in
Drainage Dedication (north
of Kellogg, west of Dugan)

Please place the attached agreement on the Consent Agenda. The agreement allows the Western Auto Supply Company to construct a street across a drainage easement. The document has been approved as to legal form by the Law Department.

Recommendation/Action: Approve the agreement and authorize the Mayor to execute.

SL:BM:ta

7097J

THE CITY OF WICHITA

OFFICE OF LAW DEPARTMENT


DATE: Sept. 20, 1988

TO: Vicky Huang, P.E., Subdivision Engineer

FROM: Douglas J. Moshier, Assistant City Attorney

SUBJECT: Access Road Agreement
in Drainage Dedication

The attached Agreement between the City and Income Producing Properties and Western Auto Supply Company, pertaining to the above-referenced matter, is approved as to form.


Douglas J. Moshier
Assistant City Attorney

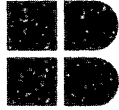
DJM:cdh

Attachment

WILLIAM L. KORBER, L.S.

JOHN E. LUNDBLADE, L.S.

N. BRENT WOOTE, P.E.



BAUGHMAN COMPANY, P.A.

SURVEYING & ENGINEERING

316/262-7271 • 315 ELLIS • WICHITA, KANSAS 67211

September 9, 1988

Mike Lindebak, P.E.
City Engineer
Department of Engineering
City Hall - 7th Floor
455 N. Main
Wichita, KS. 67202

RE: Agreement for Access Road
Dugan Road

Mike,

I have enclosed herein 5 signed copies of the agreement for an access road to serve the existing Wendy's site and the proposed Western Auto site from Dugan Road. This is the agreement which we discussed with you previously and was permitted to occur at the time The Dugan Centre C.U.P. was approved.

Once this agreement is approved and signed by the City Council, we will proceed with the design plans and construction of the road at this location. This will also include bringing Wendys parking lot up to an acceptable grade to match the Dugan Road facilities.

Please review the agreement and contact me if you should have any questions.

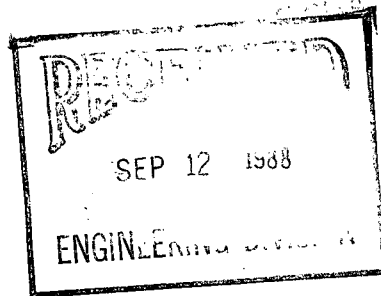
Thank you.

Sincerely,

N. Brent Wooten, P.E.

NBW/mef

cc: John Arnold



AGREEMENT

THIS AGREEMENT made this 7th day of September, 1988, by and between:

THE CITY OF WICHITA, KANSAS
hereinafter called
"PARTY OF THE FIRST PART"

AND

INCOME PRODUCING PROPERTIES, a
Kansas general partnership, and
WESTERN AUTO SUPPLY COMPANY, a
Delaware corporation,
hereinafter called
"PARTIES OF THE SECOND PART"

WITNESSETH:

WHEREAS, the public has received the dedication of certain property for drainage purposes, with an approximate width of One Hundred Twenty (120) feet, under the plat for The Dugan Centre; and

WHEREAS, the Party of the First Part has constructed and maintained certain drainage facilities and utilities in said drainage easement, and;

WHEREAS, Parties of the Second Part desire to occupy and construct certain improvements over the following-described section of said drainage easement, to-wit:

The South 30 feet of the East 250 feet of the Drainage Dedication on the recorded plat of The Dugan Centre, an Addition to Wichita, Kansas, and lying North of and adjacent to Lot 1, Fleming's First Addition, Wichita, Sedgwick County, Kansas, as more particularly described on the attached Exhibit "A".

hereinafter referred to as Tract "A".

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

1. The Party of the First Part hereby agrees to permit the Parties of the Second Part to occupy and construct certain improvements on, over and across the aforesaid public easement, to-wit: a hard-surfaced and curb-guttered street connecting to that public street to the east known as Dugan Road, and specifically waives any and all rights of action in law or equity against Parties of the Second Part, arising out of Parties of the Second Part's occupancy and encroachment on and over said drainage easement.

2. The Parties of the Second Part agree that they will not begin construction of improvements on, over and across the said drainage easement without first obtaining the Party of the First Part's approval of any and all plans and specifications for such improvements, which approval shall not be unreasonably delayed or withheld.

3. The Parties of the Second Part agree to inspect, maintain and repair the pavement improvements located within Tract "A" from such time as it starts construction of such improvements until such time as the Parties of the Second Part cease to occupy that portion of the easement described as Tract "A", and provided that the Party of the First Part may order the

utility lines therein replaced and assess the cost thereof to the within described property at any time repair of utilities therein is determined to be impossible of impractical due to its condition or length of time required for repair, as reasonably determined by the Party of the First Part. Notwithstanding the foregoing, the monetary obligation of the Parties of the Second Part shall be limited to the increased costs and expenses resulting by reason of the pavement improvements being situated upon Tract "A", and that the Party of the First Part shall otherwise bear the costs of maintenance, repair and replacement of the aforesaid utility lines. Party of the First Part represents that the utilities are presently in an ordinary and efficient operating condition.

The Parties of the Second Part may at their option clear the easement to permit the Party of the First Part to repair the utilities located therein or may pay the cost of tunneling under the improvement to permit the repair of such utilities.

4. The Parties of the Second Part agree to indemnify and hold harmless the Party of the First Part from any and all claims resulting from the leaking, cave-in or other failure of said utility lines lying within Tract "A", so long as the Parties of the Second Part occupy Tract "A" of said easement, and provided that such failure is not due to or caused by the negligence on the part of the Party of the First Part.

In the event either party of the Parties of the Second Part, or their respective successors in interest, transfers and conveys of record all of its respective right, title and interest to Lot 1, Flemings First Addition, such party shall be relieved of any further obligation or personal liability under this agreement, and the successor owner shall, upon recordation of the conveyance effecting such transfer, automatically become obligated and liable under this agreement for liability under this agreement arising from and after the effective date of such conveyance.

5. This agreement shall not become effective until the Parties of the Second Part have caused to be recorded this original instrument with the Register of Deeds, Sedgwick County, Kansas, and have caused to be furnished to the Party of the First Part a duplicate recorded copy of this agreement. This agreement may be terminated by the Party of the First Part upon failure of the Parties of the Second Part to comply with all of the terms of this agreement upon thirty (30) days advance written notice or a reasonable period thereafter as long as the Parties of the Second Part are using due dilligence to comply.

6. The provisions contained herein are to be construed as covenants running with the land and may be enforced against any title holder of the within described premises, so long as the improvements contemplated by this agreement are in existence.

7. In the event the street contemplated by this agreement is dedicated to and accepted by the public, the obligations and indemnities of the Parties of the Second Part shall cease and terminate for all purposes. However, nothing herein shall obligate or require the Parties of the Second Part to dedicate such street.

8. Notices hereunder shall be given to Parties of the Second Part as follows:

Income Producing Properties
115 N. Main, Suite 1010
Wichita, Kansas 67202

Western Auto Supply
2107 Grand Ave.
Kansas City, Missouri 64108

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

THE CITY OF WICHITA, KANSAS

By _____ Mayor

"PARTY OF THE FIRST PART"

INCOME PRODUCING PROPERTIES, a
Kansas general partnership

By [Signature]
Name: _____
A General Partner

ATTEST:

WESTERN AUTO SUPPLY COMPANY, a
Delaware corporation

[Signature]
Asst. Secretary

By [Signature]
Name: _____
Title: P.W. SEMEGEN V.P

"PARTIES OF THE SECOND
PART"

STATE OF KANSAS, SEDGWICK COUNTY, SS.

BE IT REMEMBERED, that on this _____ day of _____, 1988, before me, a Notary Public in and for said county and state, came _____, Mayor of the Party of the First Part, of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged execution of the same, for and on behalf, and as the act and deed of said Party of the First Part.

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

My appointment expires: _____ Notary Public

STATE OF KANSAS, SEDGWICK COUNTY, SS.

BE IT REMEMBERED, that on this 24 day of September, 1988, before me a Notary Public, in and for said county and state, came Harry D. Fleming, a General Partner of Income Producing Properties, to me personally know to be the same person who executed the within and foregoing instrument and duly acknowledged the execution of the same.

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

My appointment expires:

Marilyn M. Bauer
Notary Public
1700
4-16-90
NOTARY PUBLIC
My Appl. Exp.
STATE OF KANSAS

STATE OF Missouri, COUNTY OF JACKSON, SS.

BE IT REMEMBERED, that on this 9th day of September, 1988, before me a Notary Public, in and for said county and state, came P. W. Semegin, Vice President of Western Auto Supply Company, to me personally know to be the same person who executed the within and foregoing instrument and duly acknowledged the execution of the same.

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

My appointment expires: 3/31/89

Kenneth E. Effert
Notary Public

EXHIBIT "A"

The south 30 feet of the east 250 feet of the Drainage Dedication as dedicated on the recorded plat of The Dugan Centre, an Addition to Wichita, Kansas, and lying north of and adjacent to Lot 1, Fleming's First Addition, Wichita, Sedgwick County, Kansas.

