

PLAT NO. S/D 67-65 MAP NO. 5447 & 5448

NAME PARK PLAZA FIRST ADDITION

LOCATION In an area bounded by 2nd and Murdock  
and by Little Arkansas River & Water St.

ENGINEER Professional Engineering Consultants

OWNER Urban Renewal Agency

APPLICATION FILED 7-17-67 and 2-10-69

SKETCH PLAT FILED 7-17-67

PRELIMINARY FILED 9-28-67

S/D ACTION 10-19-67 Approve Prelim  
Revised Prelim: 12-18-67 SID action 2.20.69  
FINAL FILED 4-3-69

S/D ACTION 4-3-69 (off agenda item) approve

MAPC ACTION 4-10-69 Approved

BCC ACTION 4-22-69 Approved

BCC 6-24-69 approved

RECORDED 8-1-69

REMARKS maps 6-12-69 reapproved without  
35-ft setback, on Lots 1-6, Block 1

11470  
B.C.C. [redacted] 6-12-69  
B.C.C. Approval 4-22-69  
B.C.C. Approval 6-24-69

S/D 67-65 - PARK PLAZA FIRST ADD.  
an irregular area bounded by  
2nd and Murdock; Water St. &  
Little Arkansas River.

Map No. 5447 & 5448  
Sec. No. 20 17  
Twp. No. 27S  
Range 1E

Subdivision Report and Progress

S/D No.: 67-65

Name: PARK PLAZA ~~Street~~ ADDITION

General Location: An irregular area bounded by 2nd and Murdock and by the Little Arkansas River and Water Street

Owner: Urban Renewal Agency

Address: 104 South Main Phone: AM 7-5391

Subdivider: Same

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

Engineer/Surveyor: Professional Engineering Consultants

Address: 309 Laura 67211 Phone: AM 2-2691

Application Received 7-17-67/2-10-69 FINAL PLAT RECEIVED 4-3-69  
Conf. with Applicant None Tracing Received 4-17-69  
Sketch Plat Received 7-17-67 S/D Report #2 Prepared None  
Present Zoning A,B, BB, LC, C & E S/D Comm. Action 4-3-69  
Proposed Zoning B & LC (off agenda item) approve  
Letter of Intent 4-11-67 Dept. Report on Final 4-8-69

\*PREL. PLAT RECEIVED 9-28-67 M.A.P.C. ACTION 4-10-69 approve  
S/D Report #1 Prepared 10-11-67 6-18-69 reapprove without 75' setback on lot 1-4 Ex. 1  
S/D Comm. Action 10-19-67 Approve Dept. Report on Final 4-14-69  
Dept. Report on Prel. 10-20-67 \*\* Title/Taxes Rec'd & Reviewed 4-23-69

TRACING PROGRESS:  
Received 4-17-69  
Released \_\_\_\_\_  
Received \_\_\_\_\_  
Released \_\_\_\_\_  
Received \_\_\_\_\_

Final Review 4-17-69  
Letter to B.C.C. 4-17-69  
B.C.C. ACTION 4-22-69 Approve  
B.C.C. " 6-24-69 Approve  
Recorded \_\_\_\_\_  
Annexed \_\_\_\_\_

Comments:

\* Revised Prelim. submitted 12-9-68  
S/D Report prepared, 2-13-69  
S/D Comm. Action, 2-20-69, Approve  
Dept. Report on Revised Prelim. 13-3-69

\*\* 4-17-69 - Title & tax opinion received regarding portion of plat owned by the Kansas Gas & Elect. Company.  
On 4-21-69, title insurance covering title and taxes received for ownership of URA.

Associated Zone Case 7-1093

THE URBAN RENEWAL AGENCY  
OF THE  
WICHITA, KANSAS METROPOLITAN AREA

CITY HALL • 2ND FLOOR • 455 NORTH MAIN STREET  
WICHITA, KANSAS 67202  
(316) 268-4381



KENNETH H. KITCHEN  
EXECUTIVE DIRECTOR

ADDENDUM

Board Meeting of October 13, 1977

Addendum Item No. 1:

Presentation of revised commercial redevelopment - Park Plaza "A"



THE URBAN RENEWAL AGENCY  
OF THE  
WICHITA, KANSAS METROPOLITAN AREA

BOARD COMMUNICATION

DATE: October 10, 1977

B.C. No. 131

SUBJECT: Proposed Commercial Redevelopment - Park Plaza "A"

HISTORY:

The Urban Renewal Agency Commission has previously reviewed a development concept for the commercial portion of Park Plaza "A".

PRESENT CONSIDERATION:

The redeveloper has changed the development concept in that he wants to change the building layout and the parking requirements. The developer or one of his representatives will make a presentation on the revised concept.

RECOMMENDED ACTION:

Take action in the best interest of the public.

  
Robert E. Finkbiner

REF/jan

Board Meeting of

10-13-77

Reference

Agenda Item # 14

*Addendum*

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ADP 1 1 9000000

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1 2 246.69 2 44

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2 3 115.34 3 23 3

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3 4 243.42 3 23 3

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4 5 243.42 4 70 35

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5 6 60.13 4 70 35

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6 7 60.13 4 80 27

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7 8 40.65 4 80 27

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8 9 40.65 4 77 3 25

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9 1 548.25 1 46

CLOSURE DIST.= 0.0145 AZIMUTH= 135- 39- 51.7  
ACCURACY IS 1 FT. IN 110367.FT.

ACCURACY OUTSIDE ALLOWABLE 1 IN 9000000.  
TRAVERSE WILL NOT BE CALCULATED

?  
ARE 1 2 3 5 7 9 1

AREA= 114220.6898 SQ.FT., 2.622146 ACRES

?  
SEP 3 5 259.37

CHORD= 354.9881 ARC= 390.9646

SEG AREA= 17133.4921 SQ.FT.

0.393331 ACRES

AREA= 131354.1820 SQ.FT. 3.015477 ACRES

?  
SEM 5 7 696.62

CHORD= 119.8145 ARC= 119.9627

SEG AREA= 206.2135 SQ.FT.

0.004734 ACRES

AREA= 131147.9685 SQ.FT. 3.010743 ACRES

?  
SEP 7 9 1372.39

CHORD= 81.2644 ARC= 81.2762

SEG AREA= 32.5954 SQ.FT.

0.000748 ACRES

AREA= 131180.5638 SQ.FT. 3.011491 ACRES

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C LOT 6A

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ADP 1 1 90000000

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1 10 130 4 44

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10 11 70 1 46

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11 15 65 2 44

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15 12 283.88 2 44

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12 13 21.4 3 27 32 55

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2 3 115.34 3 23 3  
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3 4 243.42 3 23 3  
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4 5 243.42 4 70 35  
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5 6 60.13 4 70 35  
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7 8 40.65 4 80 27  
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8 9 40.65 4 77 3 25  
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CLOSURE DIST.= 0.0145 AZIMUTH= 135- 39- 51.7  
ACCURACY IS 1 FT. IN 110367.FT.

ACCURACY OUTSIDE ALLOWABLE 1 IN 9000000.  
TRAVERSE WILL NOT BE CALCULATED

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AREA= 114220.6898 SQ.FT., 2.622146 ACRES

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SEP 3 5 259.37

CHORD= 354.9881 ARC= 390.9646  
SEG AREA= 17133.4921 SQ.FT. 0.393331 ACRES

AREA= 131354.1820 SQ.FT. 3.015477 ACRES

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SEM 5 7 696.62

CHORD= 119.8145 ARC= 119.9627  
SEG AREA= 206.2135 SQ.FT. 0.004734 ACRES

AREA= 131147.9685 SQ.FT. 3.010743 ACRES

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SEP 7 9 1372.39

CHORD= 81.2644 ARC= 81.2762  
SEG AREA= 32.5954 SQ.FT. 0.000748 ACRES

AREA= 131180.5638 SQ.FT. 3.011491 ACRES

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C LOT 6A

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ADE 1 1 90000000

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1 10 130 4 44

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10 11 70 1 46

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11 15 65 2 44

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15 12 283.88 2 44

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12 13 21.4 3 27 32 55

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13 14 21.4 3 23 3

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14 2 32.58 3 23 3

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2 1 246.69 4 44

CLOSURE DIST.= 0.0135 AZIMUTH= 348- 53- 57.2  
ACCURACY IS 1 FT. IN 64283.FT.

ACCURACY OUTSIDE ALLOWABLE 1 IN90000000.  
TRAVERSE WILL NOT BE CALCULATED

?  
ARE 1 10 11 15 12 14 2 1

AREA= 25368.7694 SQ.FT., 0.582387 ACRES

?  
SEM 12 14 544.72

CHORD= 42.7670 ARC= 42.7780  
SEG AREA= 11.9722 SQ.FT. 0.000275 ACRES

AREA= 25356.7972SQ.FT. 0.582112ACRES

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C ACCESS TO LOTS 2 & 3

?  
ADP 15 15 9000000

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15 16 347.78 1 46

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16 17 80 2 44

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17 18 337 1 46

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18 19 130 2 44

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19 20.293 1 46

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20 21 178.56 2 44

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21 22 63.63 3 31 51 57

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22 23 63.63 3 40

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23 24 4.6 3 40

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24 25 95.88 3 40

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25 26 95.88 3 13 37 46

? L\*W7F667

ERROR IN QUADRANT

POINT NUMBER INVALID

POINT NUMBER INVALID

IHN2101 PROGRAM INTERRUPT(P) OLD PSW IS 071D000FA22DAR3E  
IHN2101 PROGRAM INTERRUPT(P) OLD PSW IS 071D000FA22DAR52  
IHN2101 PROGRAM INTERRUPT(P) OLD PSW IS 071D000FA22DAR66

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EOP

PLEASE ENTER LOCAL ORIGIN  
ONE BLANK SPACE WILL INITIALIZE  
THE LOCAL ORIGIN TO ZERO IF DESIRED

YOU ARE NOW READY TO ENTER COGO COMMANDS

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ADP 15 15 9000000

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15 16 347.78 1 46

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16 17 80 2 44

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17 18 337 1 46

ERROR IN QUADRANT  
POINT NUMBER INVALID  
POINT NUMBER INVALID

IHN2101 PROGRAM INTERRUPT(P) OLD PSW IS 071D000FA22DA83E  
IHN2101 PROGRAM INTERRUPT(P) OLD PSW IS 071D000FA22DA852  
IHN2101 PROGRAM INTERRUPT(P) OLD PSW IS 071D000FA22DA866  
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EOP

PLEASE ENTER LOCAL ORIGIN  
ONE PLANK SPACE WILL INITIALIZE  
THE LOCAL ORIGIN TO ZERO IF DESIRED

YOU ARE NOW READY TO ENTER COGO COMMANDS

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ADP 15 15 9000000

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16 17 80 2 44

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17 18 337 1 46

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18 19 130 2 44

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19 20 293 1 46

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20 21 178.56 2 44

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23 24 4.6 3 40

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24 25 95.88 3 40

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25 26 95.88 3 13 37 46

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26 27 39.33 3 13 37 46

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27 28 39.33 4 90

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28 29 82.85 4 90

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29 30 330.22 4 90

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30 12 330.22 3 27 32 55

?  
12 15 283.88 4 44

CLOSURE DIST.= 0.0157 AZIMUTH= 344- 23- 20.4  
ACCURACY IS 1 FT. IN 178186.FT.

ACCURACY OUTSIDE ALLOWABLE 1 IN 9000000.  
TRAVERSE WILL NOT BE CALCULATED

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APE 15 16 17 18 19 20 21 23 24 26 28 29

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12 15

AREA= 286970.7089 SQ.FT., 6.587941 ACRES

?  
SEP 21 23 894.93

CHORD= 126.9396 ARC= 127.0462  
SEG AREA= 190.7555 SQ.FT.

0.004379 ACRES

2 1 246.69 4 44  
AREA= 287161.4645SQ.FT. 6.592320ACRES

?  
SEM 24 26 409.26  
CHORD= 186.7048 ARC= 188.3629  
SEG AREA= 1346.4949 SQ.FT. 0.030911 ACRES

AREA= 285814.9696SQ.FT. 6.561409ACRES

?  
SEP 26 28 50  
CHORD= 61.8280 ARC= 66.6552  
SEG AREA= 451.5260 SQ.FT.

AREA= 286266.4956SQ.FT. 6.571774ACRES  
0.010366 ACRES

?  
SEM 29 12 544.72  
CHORD= 564.7633 ARC= 593.7190  
SEG AREA= 30168.6377 SQ.FT.

AREA= 256097.8579SQ.FT. 5.879198ACRES  
0.692577 ACRES

?  
C LOT 6P

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ADB 16 16 9000000

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16 31 135 4 44

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31 32 15 1 46

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32 33 280.8 4 44

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33 34 70.93 1 59 34 45

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34 35 139.45 1 62 34

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35 36 142 1 57 42 15

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36 37 45.4 1 48 40 55

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37 38 473.45 2 44

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38 39 358 1 46

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39 40 200 2 44

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40 41 68.75 3 23 4 46

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20 19 293 3 46

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19 18 130 4 44

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18 17 337 3 46

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1 17 16 80 4 44

INVALID COMMAND  
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EOP  
PLEASE ENTER LOCAL ORIGIN  
ONE BLANK SPACE WILL INITIALIZE  
THE LOCAL ORIGIN TO ZERO IF DESIRED

39 40 200 2 44

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40 41 68.75 3 23 4 46

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41 21 68.75 3 31 51 57

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20 19 293 3 46

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19 18 130 4 44

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18 17 337 3 46

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1 17 16 80 4 44

INVALID COMMAND

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EOP

PLEASE ENTER LOCAL ORIGIN  
ONE BLANK SPACE WILL INITIALIZE  
THE LOCAL ORIGIN TO ZERO IF DESIRED

YOU ARE NOW READY TO ENTER COGO COMMANDS

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ADP 18 16 9000000

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INVALID COMMAND

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EOP

PLEASE ENTER LOCAL ORIGIN  
ONE BLANK SPACE WILL INITIALIZE  
THE LOCAL ORIGIN TO ZERO IF DESIRED

YOU ARE NOW READY TO ENTER COGO COMMANDS

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ADP 18 16 9000000

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18 17 337 3 46

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17 16 80 4 44

CLOSURE DIST.= 0.0153 AZIMUTH= 219- 47- 44.5  
ACCURACY IS 1 FT. IN 27248.FT.

ACCURACY OUTSIDE ALLOWABLE 1 IN 9000000.  
TRAVERSE WILL NOT BE CALCULATED

?  
ARE 16 31 32 33 34 35 36 37 38 39 40 21

?  
20 19 18 17 16

AREA= 227983.7222 SQ.FT., 5.233786 ACRES

?  
SEP 40 21 894.93

CHORD= 137.0960 ARC= 137.2304

SEG AREA= 240.3646 SQ.FT.

0.005518 ACRES

AREA= 228224.0868SQ.FT. 5.239304ACRES

?  
C LOT 4

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ADP 37 37 9000000

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37 42 177.04 1 48 40 55

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42 43 148 1 42 12

?  
43 44 22.38 1 22 57 45

? 44 45 193.46 2 44  
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45 46 142.88 1 46  
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46 47 332.77 2 44  
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47 48 72.4 1 46  
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48 49 30 2 83 34  
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49 50 130.92 3 6 26 1  
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50 40 130.92 3 23 4 46  
?  
40 39 200 4 44  
?  
39 38 358 3 46  
?  
38 37 473.45 4 44

CLOSURE DIST.= 0.0047 AZIMUTH= 357- 57- 50.1  
ACCURACY IS 1 FT. IN 514189.FT.

ACCURACY OUTSIDE ALLOWABLE 1 IN 9000000.  
TRAVERSE WILL NOT BE CALCULATED  
?  
ARE 37 42 43 44 45 46 47 48 49 40 39 38

?  
37

AREA= 229070.6184 SQ.FT., 5.258738 ACRES

?  
SEP 49 40 894.93

CHORD= 259.0823 ARC= 259.9957  
SEG AREA= 1629.6532 SQ.FT. 0.037412 ACRES

AREA= 230700.2716SQ.FT. 5.296149ACRES

?  
C LOT 5 PARK PLAZA 1ST ADD.

?  
EOP

ENTER '1' IF CURRENT JOB RESULTS ARE TO BE STORED  
ON DISK, OR ENTER '0' IF NOT DESIRED  
1

READY  
TIME

CPU - 00:00:20 EXECUTION - 00:25:38 SESSION - 00:25:38  
READY  
LOGOFF

FCL LOGGED OFF TSO AT 11:58:54 ON FEBRUARY 20, 1976+

REGISTER OF DEEDS

SEDGWICK COUNTY, KANSAS



PARK PLAZA FIRST

filed for record on August 1, 1969

8/1/69

Drawer PQ 6-19

rn

*John Hale*

Register Of Deeds

T9-328

October 13, 1977

Kenneth Kitchen, Executive Director  
Urban Renewal Agency  
Robert A. Lakin, Director of Planning

Development Proposal for Lot 7, Block 1 of  
Park Plaza First Addition.

We have reviewed the recent proposal for office and commercial development on Lot No. 7, Block 1 of the Park Plaza First Addition to the City of Wichita. The project proposal has been compared to the requirements of the plat, the city zoning ordinance, and the adopted Urban Renewal Plan for Park Plaza "A" dated September 28, 1972.

On the basis of our review, it appears that the proposed development falls far short of meeting the parking requirements of the adopted Urban Renewal Plan (10 spaces per 1000 square feet of gross floor area used). Scaled measurement of the building configurations from the elevations and site plan furnished our office, suggest a gross floor area of approximately 97,000 square feet. Under the adopted Urban Renewal Plan requirements, this amount of gross business and commercial floor area would require 970 parking spaces. The site plan indicates that 301 outside spaces are proposed. The off-street parking provisions of the city zoning ordinance require one space for each 250 square feet of office and commercial use. Under this provision (4 spaces/1000 sq. ft.), 388 spaces would be required for 97,000 square feet of gross useable area. In comparing the proposed location of the buildings with established easements and platted setback lines on the recorded plat of Park Plaza First Addition, it appears that the northwest corner of the large building adjacent to the river is very close to encroaching into the platted river easement. The smaller structure south of above-mentioned building also appears to be placed very close to a 20 foot wide sewer easement platted diagonally across Lot 7. The two buildings located in the southeast part of the site are also located very close to this easement. These buildings also appear to have less than the 20 foot separation between structures required by the Urban Renewal Plan. Care should be taken to avoid the placement of the buildings in the designated easements.

The "river easement" adjacent to the river was granted during the platting process for drainage, bank maintenance, flood control, and river beautification purposes to the City of Wichita and any improvements, changes, or alterations to be made within the easement must be with the approval of Flood Control Office of the Department of Public Works.

Kenneth Kitchen, Executive Director  
Urban Renewal Agency  
October 13, 1977  
Page 2

The proposed site plan indicates an intent to improve the river easement area with walkways, decks and other structural and landscape features. Detailed plans for these improvements should be approved by the Flood Control Office prior to construction.

Concerning the general layout of the proposed development, it would appear desirable to introduce more landscape features into the overall design. The developers should consider the visual benefits of adding landscaped areas and materials around the buildings located in parking areas. Earth berms and landscape materials could also be used along Waco and Murdock to provide a screening effect for the expansive parking area serving the commercial development.


In addition to introducing more landscape treatment and material into the site, every effort should be made to retain as many existing trees as possible. The developer should also be aware that the city zoning ordinance requires screening and landscaping between the office-commercial development and the adjacent residential districts. The screening requirement can be satisfied for office development if there is a 25 foot wide landscaped yard between the building and the residential district.

In discussing the proposed development with Urban Renewal staff, a question was raised regarding the number and location of signs as it may affect the gasoline sales operation of the proposed Kwik Shop in the southern portion of the site. The city zoning ordinance currently requires a distance of one-hundred fifty feet separating ground or pole signs along the same street frontage unless the signs are thirty-five feet or more from the street right-of-way line. Under the sign provisions in the "LC" Light Commercial zoning district which the site is zoned, additional on-site ground or pole signs are also permitted if located within 10 feet of and parallel to the front elevation of the main structure on the zoning lot. The additional signs are not subject to the 150 foot spacing requirement, however, they are limited in size and number by the maximum allowable area of all signs and twice the number of ground and pole signs otherwise permitted on the zoning lot. If a large identifying sign for the commercial center is located in the 35 foot setback area entrance on Waco east of the Kwik Shop, any pole or ground sign (setting out gasoline prices, for example) would have to be 150 feet from the entry sign if located within the 35 foot setback area. The 150 foot spacing would not apply to those ground and pole signs that are located more than thirty-five feet from the property line. As long as the total number of signs does not exceed the number permitted by the street frontage calculation, the sign may be located anywhere beyond the 35 foot setback line.

Kenneth Kitchen, Executive Director  
Urban Renewal Agency  
October 13, 1977  
Page 3

If the developer of the Kwik Shop desires a ground or pole sign located in the 35 foot setback area closer than 150 feet to another ground or pole sign in the 35 foot setback area, they may request a variance through the City Board of Zoning Appeals of the sign spacing provisions of the zoning ordinance.

I hope these comments are helpful to you and your board in the review of this proposal.

  
Robert A. Lakin  
Director of Planning

RAL:RLY:rme

from: Lakin date: 2-4-46

admin. adv. plans com. dev. social graphics

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| <input type="checkbox"/> lakin     | <input type="checkbox"/> stockwell      | <input checked="" type="checkbox"/> lytle | <input type="checkbox"/> mitchell   | <input type="checkbox"/> pierce   |
| <input type="checkbox"/> branham   | <input type="checkbox"/> lindbak        | <input checked="" type="checkbox"/> young | <input type="checkbox"/> gibson     | <input type="checkbox"/> stafford |
| <input type="checkbox"/> rathke    | <input type="checkbox"/> shen           | <input type="checkbox"/> meek             | <input type="checkbox"/> kohl       | <input type="checkbox"/> gariand  |
| <input type="checkbox"/> euhanks   | <input type="checkbox"/> nelson. p      | <input type="checkbox"/> shirkey          | <input type="checkbox"/> hart       | <input type="checkbox"/> pale     |
| <input type="checkbox"/> nelson. v | <input type="checkbox"/> losew          | <input type="checkbox"/> newby            | <input type="checkbox"/> krehbiel   | <input type="checkbox"/> commer   |
| <input type="checkbox"/> lakin. e  | <input type="checkbox"/> heinicke. j.a. | <input type="checkbox"/> dobson           | <input type="checkbox"/>            | <input type="checkbox"/> york     |
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| <input type="checkbox"/>           | <input type="checkbox"/> looney         | <input type="checkbox"/>                  |                                     |                                   |
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| <input type="checkbox"/> butler    |   |   |                                     |                                   |
| <input type="checkbox"/> glazer    |   |   |                                     |                                   |
| <input type="checkbox"/> campbell  |   |   |                                     |                                   |
| <input type="checkbox"/> halson    |   |   |                                     |                                   |
| <input type="checkbox"/> gschwind  |   |   |                                     |                                   |
| <input type="checkbox"/> heinicke  |   |   |                                     |                                   |
| <input type="checkbox"/> king      |   |   |                                     |                                   |
| <input type="checkbox"/> epps      |   |   |                                     |                                   |
| <input type="checkbox"/> mcLadden  |   |   |                                     |                                   |

- |                                     |                                   |
|-------------------------------------|-----------------------------------|
| <input type="radio"/> all staff     | <input type="radio"/> information |
| <input type="radio"/> comment       | <input type="radio"/> files       |
| <input type="radio"/> note & return | <input type="radio"/> signature   |
| <input type="radio"/> handle        | <input type="radio"/> library     |

remarks: File with Paul  
Playa File

WICHITA-SEDGWICK COUNTY

DATE

METROPOLITAN AREA PLANNING DEPARTMENT

February 24, 1976

TO Kenneth Kitchen, Executive Director, Urban Renewal Agency  
FROM Robert A. Lakin, Director of Planning

SUBJECT River Park Apartments

We have reviewed the proposed site plan for the River Park Apartments, which would appear to constitute the balance of the Park Plaza "A" project devoted to residential development. From a planning standpoint, we would note the following problems which we believe need to be resolved. They are:

1. Resolution of the number of access drives and location along Central. The plat previously recorded is the controlling item. If it appears that the legal access controls need to be adjusted, please advise.
2. The joint access between the residential and the commercial sites apparently is, at this moment, unresolved as to property rights between the two tracts. Inasmuch as we have only one left turn break at this point, it would appear to me to be imperative that there be joint use between the two sites for this opening.
3. We would strongly urge that the developer be required to provide some connection between the internal sidewalk system and the public sidewalks along Central and Waco.


The developer should also contact each of the utility companies regarding the location of their respective facilities and prepare appropriate easements, which would need to be recorded with the Register of Deeds. This will be needed to accommodate placement of the utilities. I do not believe that, because of the lack of site plans, the utility companies required or acquired all the necessary easements at the time of platting.

As discussed with you and your developer, the specific site plan proposals seem to lack, to some degree, the continuity of open space and flow through the Park Plaza development. We would also note that there appears to be no overall pedestrian circulation plan which would minimize the conflicts with the internal vehicular traffic. It is also suggested that you look at reaching an agreement between the Barclay Square properties and this developer relative to traffic signing the four-way internal intersection at the southern portion of the site.

It is my opinion that the items that are numbered above must be resolved. The other items in paragraph form are merely comments for consideration by you and your Board.

Page 2 - Kenneth Kitchen  
February 24, 1976

If we can be of any additional assistance, please advise.

  
Robert A. Lakin  
Director of Planning

RAL:ber

cc: Ray Bruggeman, Director of Public Works  
Dick Linn, City Engineer  
Paul Graves, City Traffic Engineer  
X Jack Galbraith, Chief Planner

Comments on Riverpark Apartments

1. Three access points are indicated on the site plan along the north side of Central Avenue. The approved plat provided two openings along this segment of Central.
2. The parking ratio of 1.39 cars/unit is within the minimum required by the approved Urban Renewal Plan (1.3/unit) but is much lower than the ratios for the preceding two developments (1.85 spaces/unit on Phase I and 2.10 spaces/unit on Phase II of Old English Village).
3. There appears to be no overall pedestrian circulation plan throughout the project which doesn't conflict with vehicular traffic.
4. With the exception of the riverbank area, there is an absence of larger open space areas throughout the proposed development.
5. The layout of some of the intersecting internal streets would appear to present some hazard to vehicular traffic moving through the area.
6. The apparent density of the riverpark apartments of 30.4 units/area is approximately 50% higher than the density for Phase I (20.58 units/acre) and Phase II (20.28 units/acre) of the existing development.
7. The number of units proposed (608) will bring the total for the Project Area to 1010 which is within the 1500 units maximum contained in the approved Urban Renewal Plan.
8. This is no indication of internal site sidewalks connecting with the public sidewalk existing along Central.
9. At the time of development, the applicant should contact each needed utility regarding location of their respective facilities, and should prepare the appropriate easements to accommodate the placement of such facilities which the applicant would need to record with the Register of Deeds.

August 12, 1974

Kenneth Kitchen, Executive Director, Urban Renewal Agency  
Robert A. Lakin, Director of Planning

Development Plans - Park Plaza "A"

I noticed in last week's paper that the Urban Renewal Board has approved certain development plans for Park Plaza. In accordance with your agreement with Bickley Foster as per memorandum dated March 31, 1969, would you please let us have a copy of those proposals for review and comment. A copy of that memorandum is attached.

RAL:ber

Attachment

WICHITA-SEDGWICK COUNTY

DATE

November 23, 1971

**METROPOLITAN AREA PLANNING DEPARTMENT**

TO Files  
FROM John D. Gist, Principal Planner *JDG*  
SUBJECT REVISED Final Site Plan for Phase II,  
"Old English Village", Park Plaza First Addition

On Thursday, November 18, 1971, the Subdivision Committee of the Metropolitan Area Planning Commission, together with the Utility Advisory Committee, reviewed the above captioned revised site plan for Phase II, Old English Village. There were no further comments regarding the revised plan, other than M. S. Mitchell of the Maintenance Division of the Department of Public Works reiterated his prior desire of having access from Central Avenue to the river easement through Phase II drives and parking bays. It was suggested, and thought desirable, that the drives now labeled on the plan as being "fire lane easements", also be noted as serving to accommodate the referred to access to the river easement.

Gary Roush, Operations Officer, Urban Renewal Agency, indicated that he would see if such notations could be added to the plan, and once completed would furnish a new print of same to Mitchell and the Planning Department.

JDG:rme

cc: Gary Roush, Urban Renewal Agency  
M. S. Mitchell, Maintenance-Flood Control

WICHITA-SEDGWICK COUNTY

DATE

November 15, 1971

**METROPOLITAN AREA PLANNING DEPARTMENT**

TO Members of the Utility Advisory Committee  
FROM John D. Gist, Principal Planner *Gist*  
SUBJECT REVISED Final Site Plan for Phase II, "Old English Village", Park Plaza First Addition

Under a separate and prior memo dated June 3, 1971, I forwarded to you copies of what was to be the final site plan for Phase II, "Old English Village" of the Park Plaza First Addition. That plan had grown from a preliminary which the Planning Department and members of the Utility Advisory Committee had reviewed and furnished what comments there were to the Urban Renewal Agency. Our memo of June 3 outlined what we observed as changes from the preliminary plan, and there being no further comment from the Committee at that time, the site plan for Phase II was ultimately approved by the Board of Commissioners of the Urban Renewal Agency on August 14, 1971.

In our second mail out for the Subdivision Committee meeting on November 18, we forwarded revised copies of the final site plan for Phase II. We have received these and learned from the Urban Renewal Agency that there are apparently only two changes: the addition of some garages or carports, and the reduction in size of the club house.

We do not have any further comments on the revised plan. They were forwarded to you for your information and to update your files, and should you have any comments regarding the revised drawing they should be made available to the Urban Renewal Agency and our office on or before November 24, 1971.

JDG:rme

cc: Gary Roush, Operations Officer, Urban Renewal Agency  
202 Century Plaza, 67202

THE URBAN RENEWAL AGENCY OF THE  
WICHITA, KANSAS METROPOLITAN AREA

Memorandum to John D. Gist, Principal Planner

DATE: Nov. 11, 1971

FROM: *GLR* Gary L. Roush  
Operations Officer

Subject: Phase II, Old English Village

The final site plan for Phase II of Old English Village, which was approved by the Board of Commissioners of the Urban Renewal Agency on August 14, 1971, has been slightly revised. You will recall that this plan was last reviewed by the Sub-division Committee in June, 1971.

Although our Staff has not yet reviewed this revised site plan, there are supposedly only two changes; the addition of the garages, and the reduction in size of the club house.

I am transmitting herewith twenty copies of the site plan and I would appreciate any Sub-division and/or Planning Staff comments on or before November 24, 1971. Our staff should have its review completed by November 15, 1971.

Should you have any questions, please advise.



WICHITA-SEDGWICK COUNTY

DATE

June 3, 1971

**METROPOLITAN AREA PLANNING DEPARTMENT**

TO Members of the Utility Advisory Committee  
FROM John D. Gist, Principal Planner *J.D. Gist*  
SUBJECT Park Plaza First Addition, Final Site Plan for Phase II

Attached for your information and files is a copy of the final site plan for development of Phase II, Park Plaza First Addition, received in our office on June 1, 1971. On March 2, 1971, we distributed to you copies of the developer's preliminary site plan accompanied by our comments, from which resulted comments returned to us and the Urban Renewal Agency from the Maintenance-Flood Control Office of the Department of Public Works, the Engineering Division of the Department of Public Works, and the Wichita Fire Department.

Some of our observations from reviewing the final plan, are as follows:

- 1) The title of the site plan has been changed from "Continental Villages II & III to "Old English Village".
- 2) Changes in labeling of the adjacent streets and river have been made per our preliminary comments.
- 3) Adjustments have been made in the location of proposed buildings.
- 4) Fire lane easements have been indicated per request of the Fire Department.
- 5) A boat ramp has been added leading from an interior parking lot and circulation to the proposed marina shown on site plans for both Phase I & II.
- 6) Adjustment has been made in the location of the access point on Central Avenue to meet the curb cut and medial break which have already been constructed. The Urban Renewal Agency has indicated that this requires some additional access easement from Lot 6-b, Park Plaza First Addition, and that the attorneys for River Park, Inc. and URA are now working on this matter.

Page 2  
June 3, 1971

We have no further comments to add beyond those which have previously been furnished to the URA and the redeveloper in the course of review on the preliminary plan. While not all of the earlier comments from ourselves, and those departments mentioned above, involved actual changes in the plan, they are matters which are still applicable and are to be taken into account at the time of development.

JDG:rme

Attachment

cc: Gary Roush, Operations Officer, Urban Renewal Agency

Mailing list for: Site Plan - Phase II  
Park Plaza "A"

TO: Utility Advisory Committee

- 1 Lee Southerland
- 2 Southwestern Bell Telephone
- 3 AT & T
- 4 F&E
- 5 Wisconsin - Pacific RR

- 
- 6 Board of Education, Milwaukee
  - 7 Park Plaza

- 
- 8 WED Station #11
  - 9 Lewis & Clark, PA
  - 10 Tom Crossman
  - 11 Dick Klein
  - 12 Bill McHenry
  - 13 Bob Venson
  - 14 M. S. Mitchell
  - 15 Bill Otter

---

16 [Faint handwritten name]

- 
- 17 Carl Atterly
  - 18 Capt. George Smith



THE URBAN RENEWAL AGENCY OF THE  
WICHITA, KANSAS METROPOLITAN AREA

DATE: June 1, 1971

TO: John D. Gist, Principal Planner, MAPD

FROM: *GLR* Gary L. Roush, Operations Officer, Urban Renewal Agency

SUBJECT: Park Plaza First Addition  
Site Plan for Phase II

Transmitted herewith are twenty copies of the referenced final site plan for review by the Utility Advisory Committee.

It should be pointed out that the access point off of Central Avenue, as indicated, will require some additional easement off of Lot 6-b. This easement has not been consummated yet but attorneys of River Park, Inc. and the Urban Renewal Agency are now working on it and I really don't anticipate any problem.

Should you have any questions or need additional copies of the site plan, please advise.

STATE OF KANSAS  
SEDCWICK COUNTY  
FILED FOR RECORD AS  
1-28

MAY 3 1971  
8062

NO. JOHN WALE  
REGISTER OF DEEDS

*Paul Walker  
Marty*

EASEMENT

THIS EASEMENT made this 30th day of April, 1971,

by and between RIVER PARK, INC. of the first part and the CITY OF WICHITA, of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the undersigned, RIVER PARK, INC., being the owner of the following described real estate in Lot 1, Block 1, Park Plaza First Addition to Wichita, Sedgwick County, Kansas, to-wit:

BEGINNING, at a point on the platted River Easement line, bearing S 79° -24' -00" W a distance of 3.30 feet southwesterly of the intersection of the River Easement line with the common property line between Lot 1 and Lot 3; THENCE, bearing S 46° -00' -00" W a distance of 29.89 feet; THENCE, bearing N 44° -00' -00" W a distance of 19.71 feet to the point of intersection with the River Easement line; THENCE, bearing S 79° -24' -00" W along the River Easement line a distance of 17.40 feet; THENCE, bearing S 46° -00' 00" W a distance of 45.08 feet; THENCE, bearing N 44° -00' -00" W a distance of 29.73 feet to the point of intersection with the River Easement line; THENCE, bearing N 79° -24' -00" E along the River Easement line a distance of 107.20 feet to the point of beginning;

does hereby grant and convey unto the said second party a perpetual right-of-way and river easement on the above described real estate for drainage, bank maintenance, flood control, river beautification and recreation purposes, with a minimum established elevation of 115.0 city datum. All improvements, changes, or alterations to be made within this river easement shall be with the approval of the Flood Control Office of the Public Works Department of the City of Wichita. The recreational grant to be under the control of the Board of Park Commissioners of the City of Wichita, and is for pedestrian paths.

And said second party is hereby granted the right to enter upon said premises at any time for the above described purposes including constructing, operating, maintaining, and repairing river bank.

Upon the filing of record of this easement instrument, the real estate described herein shall become a part of the platted River Easement shown on the plat entitled "Park Plaza First Addition", recorded with the Register of Deeds of Sedgwick County, Kansas on August 1, 1969.

The undersigned duly bonded and licensed abstractor in and for Sedgwick County, Kansas, does hereby certify that the attached instrument is a true and correct copy of the official records of the Register of Deeds as shown.

Fidelity Title Co. Inc.

By *[Signature]*



MISC BOOK 688 PAGE 155

*10-11-5-40*

IN WITNESS WHEREOF the said first party has signed these presents the day and year first written.

RIVER PARK, INC.

By [Signature]  
Jack P. DeBoer, President



[Signature]  
Joyce A. Hartman  
Assistant Secretary

STATE OF KANSAS }  
SEDGWICK COUNTY } ss:

The foregoing instrument was acknowledged before me this 30th day of April, 1971 by Jack P. DeBoer, President of RIVER PARK INC. a Kansas corporation, on behalf of the corporation.

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

[Signature]  
Notary Public R. W. Zinn

My commission Expires:  
August 18, 1971

The undersigned duly bonded and licensed abstractor in and for Sedgwick County, Kansas, does hereby certify that this is a correct and true and correct copy of the official records of the Register of Deeds as shown.

[Signature]  
Title Co. Inc.

STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
9:35

MAY 3 1971  
8063

NO. JOHN MAHE  
REGISTER OF DEEDS

*Real Estate*  
*John Mahe*

COVENANT RUNNING WITH THE LAND

WHEREAS, River Park, Inc., as owner of Lot 1, Block 1, Park Plaza First Addition, has made application to the City of Wichita for permission to construct a Marina, which by the nature of its construction, will breach the high bank and levee of the Little Arkansas River; and

WHEREAS, Lot 1, Block 1, Park Plaza First Addition adjacent to said proposed Marina will be developed in such a manner that relocation of the high bank and levee of the Little Arkansas River around the perimeter of said proposed Marina will not be possible; and

WHEREAS, it is necessary for flood protection that the elevation of the high bank and levee, or some other facility substituting for it, be continuous, and

WHEREAS, the undersigned desires to obligate itself and its successors in title to protect the public welfare in the event of the construction of a Marina by maintaining a facility upon a part of Lot 1, Block 1, Park Plaza First Addition and will preserve the continuous high bank and levee elevation needed for flood protection and subject and burden the fee title thereto so that such obligation is a covenant running with the land;

NOW THEREFORE, in consideration of the granting of the right to construct said Marina, the undersigned hereby covenants to and with the City of Wichita, on behalf of itself and its successors in title to said land that in the event of construction of a Marina, it will maintain, or cause to be maintained, without cost or expense to the City of Wichita, a facility which will provide continuous flood protection to elevation 115 City datum enclosing the proposed Marina so that the escape of flood water will not be possible, all in accordance with plans and specifications prepared for the undersigned, approved by Flood Control Office and filed with the Superintendent of Central Inspection of the City of Wichita.

To secure and guarantee the above obligations in the event of the construction of the proposed Marina, the undersigned hereby subjects and encumbers Lot 1, Block 1, Park Plaza First Addition with a covenant and obligation to maintain the facility as above described as a covenant running with and burdening the land and, in the event of failure of the undersigned or any of its successors in title after receipt of written notice from the City of Wichita to fulfill the obligation above set forth, then and in such event the Governing Body of the City of Wichita may order such construction work done and thereafter maintained and charge the entire cost of such construction and maintenance as a lien against said land.

The undersigned warrants that it is owner of the fee title to Lot 1, Block 1, Park Plaza First Addition.

This instrument shall be recorded in the Office of the Register of Deeds, Sedgwick County, Kansas, so that it will appear in the chain of title of said land.

Executed in triplicate this 30th day of April, 1971.

RIVER PARK, INC.

By [Signature]  
President



[Signature]  
Asst. Secretary  
Joyce A. Hartman

The undersigned duly bonded and licensed abstractor in  
and to the State of Kansas, hereby certify  
that the foregoing is a true and correct copy  
of the original recorded in the Register of Deeds as shown. MISC BOOK 688 PAGE 157

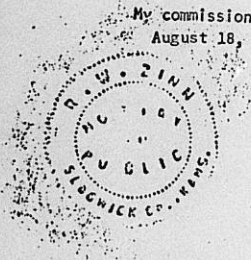
Dating Date of Inc.  
[Signature]

STATE OF KANSAS )  
SEDGWICK COUNTY ) ss:

The foregoing instrument was acknowledged before me this 30th day of April, 1971 by Jack P. DeBoer, President of River Park, Inc., a Kansas corporation, on behalf of the corporation.

*R. W. Zinn*  
R. W. Zinn Notary Public

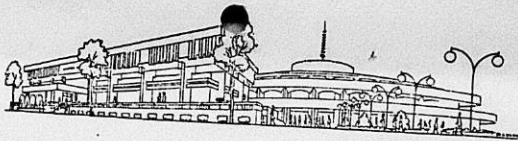
My commission expires:  
August 18, 1971



The undersigned duly bonded and licensed abstractor in and for Sedgwick County, Kansas, does hereby certify that the attached instrument is a true and correct copy of the original records of the same as shown.

*Stanley D. Co. Inc.*  
*Stanley D. Co. Inc.*

THE URBAN RENEWAL AGENCY  
OF THE  
WICHITA, KANSAS METROPOLITAN AREA  
SUITE 202 • CENTURY PLAZA BUILDING • 107 WEST DOUGLAS  
WICHITA, KANSAS 67202



KENNETH H. KITCHEN  
EXECUTIVE DIRECTOR

March 17, 1971

Mr. Jack P. DeBoer, President  
River Park, Inc.  
202 North Rock Road  
Wichita, Kansas

Dear Mr. DeBoer:

Re: Preliminary Site Plan for  
Lots 2 & 3, Park Plaza First  
Addition (Phase 2 Construction)

I am transmitting herewith additional comments pertaining to the referenced Preliminary Site Plan. These were just reviewed today, and thus could not be included with my letter of March 10, 1971.

Best regards,

Gary L. Roush  
Operations Officer

GLR/bg  
Enclosures  
cc Jerry Gaddis  
Tom Gossen  
John Gist



WICHITA-SEDGWICK COUNTY

DATE

March 15, 1971

METROPOLITAN AREA PLANNING DEPARTMENT

TO Gary Roush, Operation Officer  
Urban Renewal Agency

FROM John D. Gist, Principal Planner *Gist*

SUBJECT Park Plaza First Addition, Site Plan for  
Phase II

Please find attached a copy of their response to my memorandum of March 2 to the Utility Advisory Committee, relative to the above captioned matter. Contained therein are comments from the Engineering Division to the Director of the Department of Public Works, which we received this date and are forwarding on to you assuming that you have not received them previously.

In regard to Comment Number 1 on the attached memorandum, the grading and drainage plan is an item which can be submitted by the developer at time or prior to request for building permits. It is also an item which should be coordinated with previously forwarded Mr. Mitchell's comments in his memorandum dated March 8, Item Number 3. It is in this memorandum wherein Mr. Mitchell states that the drainage of the site must be away from the river and since existing elevations immediately inside the river easement boundary must be maintained, the finished grade should be compatible therewith. In a like manner, the Engineering Division Comment No. 2 is an item which can be submitted prior to or at the time requests are made for building permits.

Comment No. 3 is of more immediate importance which needs to be considered both by the Urban Renewal Agency, it's Board and the redeveloper and his preparation of the final site plan. In review of the preliminary site plan for Phase II as it relates to the recorded plat of Park Plaza First Addition, it is found that the proposed openings on to Central Avenue conform with the platted access controls of the recorded plat. The problem, however, is that the proposed opening between Lot 6a and Lot 6b is not conformed to the existing driveway previously constructed, nor to the medial break as designed by Wilson and Company and has now been constructed and exist within Central Avenue. It appears that this will necessitate some adjustment in the access easement leading to Lots 2 and 3 between Lots 6a and 6b, and a corresponding adjustment in the applicant's site plan for Phase II, or reconstruction of the existing driveway approach which would require a corresponding reconstruction of the existing medial break in Central Avenue.

Page 2  
March 15, 1971

If you have any questions concerning this matter or the attachment hereto, please call.

JDG:rme

Attachment

cc: Ray W. Bruggeman, Director of Public Works  
R. W. Linn, Design Chief Engineer  
G. H. Wilton, Superintendent of Public Works Maintenance  
M. S. Mitchell, Assistant Superintendent of Public Works Maintenance

THE CITY OF WICHITA

OFFICE OF

DATE March 8, 1971.

ENGINEERING DIVISION

TO R. W. Bruggeman, Director of Public Works

FROM R. W. Linn, Design Chief Engineer

SUBJECT Site Plan - Phase II  
Continental Village II and III  
Park Plaza First Addition

The Engineering Division has reviewed the above-mentioned site plan. Listed below are comments regarding design and development of the site:

1. Grading and drainage plan should be submitted.
2. Sanitary sewer layout should be submitted.
3. The access point at Central Avenue does not appear to line up with the existing drive and median opening.

R. W. Linn,  
Design Chief Engineer.

RWL-13



March 15, 1971

Gary Roush, Operation Officer  
Urban Renewal Agency

John D. Gist, Principal Planner

Park Plaza First Addition, Site Plan for  
Phase II

Please find attached a copy of their response to my memorandum of March 2 to the Utility Advisory Committee, relative to the above captioned matter. Contained therein are comments from the Engineering Division to the Director of the Department of Public Works, which we received this date and are forwarding on to you assuming that you have not received them previously.

In regard to Comment Number 1 on the attached memorandum, the grading and drainage plan is an item which can be submitted by the developer at time or prior to request for building permits. It is also an item which should be coordinated with previously forwarded Mr. Mitchell's comments in his memorandum dated March 8, Item Number 3. It is in this memorandum wherein Mr. Mitchell states that the drainage of the site must be away from the river and since existing elevations immediately inside the river easement boundary must be maintained, the finished grade should be compatible therewith. In a like manner, the Engineering Division Comment No. 2 is an item which can be submitted prior to or at the time requests are made for building permits.

Comment No. 3 is of more immediate importance which needs to be considered both by the Urban Renewal Agency, its Board and the redeveloper and his preparation of the final site plan. In review of the preliminary site plan for Phase II as it relates to the recorded plat of Park Plaza First Addition, it is found that the proposed openings on to Central Avenue conform with the platted access controls of the recorded plat. The problem, however, is that the proposed opening between Lot 6a and Lot 6b is not conformed to the existing driveway previously constructed, nor to the medial break as designed by Wilson and Company and has now been constructed and exist within Central Avenue. It appears that this will necessitate some adjustment in the access easement leading to Lots 2 and 3 between Lots 6a and 6b, and a corresponding adjustment in the applicant's site plan for Phase II, or reconstruction of the existing driveway approach which would require a corresponding reconstruction of the existing medial break in Central Avenue.

Page 2  
March 15, 1971

If you have any questions concerning this matter or the attachment hereto, please call.

JDG:rme

Attachment

cc: Ray W. Bruggeman, Director of Public Works  
R. W. Linn, Design Chief Engineer  
G. H. Wilton, Superintendent of Public Works Maintenance  
M. S. Mitchell, Assistant Superintendent of Public Works Maintenance

THE CITY OF WICHITA

OFFICE OF

DATE March 8, 1971.

ENGINEERING DIVISION

TO R. W. Bruggeman, Director of Public Works

FROM R. W. Linn, Design Chief Engineer

SUBJECT Site Plan - Phase II  
Continental Village II and III  
Park Plaza First Addition

The Engineering Division has reviewed the above-mentioned site plan. Listed below are comments regarding design and development of the site:

1. Grading and drainage plan should be submitted.
2. Sanitary sewer layout should be submitted.
3. The access point at Central Avenue does not appear to line up with the existing drive and median opening.

*6-1-71, see final site plan re adjustment in location of access pt. on Central to fit medial break & reference to access easement in letter from S. Roush dated this date.*

R. W. Linn,  
Design Chief Engineer.

RWL-LS



URBAN RENEWAL AGENCY  
OF THE  
WICHITA, KANSAS, METROPOLITAN AREA  
SUITE 202 • CENTURY PLAZA BUILDING • 107 WEST DOUGLAS  
WICHITA, KANSAS 67202



KENNETH H. KITCHEN  
EXECUTIVE DIRECTOR

March 10, 1971

Mr. Jack P. DeBoer, President  
River Park, Inc.  
202 North Rock Road  
Wichita, Kansas

Re: Preliminary Site Plan for Lots 2 & 3, Park Plaza First Addition -  
(Phase 2 Construction)

Dear Mr. DeBoer:

The referenced Preliminary Site Plan has been reviewed by this Agency, the Planning Department Staff, and the Utility Advisory Committee. I have attached a list of comments which is the result of those reviews. We do not believe that these comments contain anything that is unfamiliar to you, but they should be thoroughly considered prior to your submission of final construction plans for approval.

In addition, please be advised that the following items must be resolved prior to the issuance of a building permit for Phase 2:

1. River Park, Inc. must submit to the Urban Renewal Agency a construction schedule with regard to the Marina. I have explained previously why it is critical that we have this schedule.
2. River Park, Inc. must execute and return to the Urban Renewal Agency the Easement Grant which was transmitted on October 20, 1970.
3. River Park, Inc. must execute and return to the Urban Renewal Agency the Covenant which was transmitted on November 11, 1970.
4. River Park, Inc. must submit to the Urban Renewal Agency a letter of commitment with regard to the \$4,400 for additional sheet piling, as outlined in my letter of November 16, 1970.

It would expedite our review process greatly if you would, when your final plans are ready, submit two (2) full sets of plans and twenty-five(25) copies of the site plan.

Should you have any questions, please advise.

cc: Jerry Gaddis  
Tom Gossen  
John Gist



Best regards,  
*Gary L. Roush*  
Gary L. Roush  
Operations Officer

March 10, 1971

COMMENTS WITH RESPECT TO PRELIMINARY SITE PLAN - PHASE 2  
CONTINENTAL VILLAGE - PARK PLAZA FIRST ADDITION

Urban Renewal Agency.

Plans are in conformance with plat and urban renewal plan.

Metropolitan Area Planning Department

1. The street names on the site plan should be indicated in accordance with those labeled on the recorded final plat of Park Plaza First Addition. The change or correction which is necessary is changing the name Greenway Boulevard to Central Avenue.
2. The plan should reflect the proper name for the river which is adjacent on the north as the "Little Arkansas River".
3. We would point out that at the time of development, the applicant should contact each needed utility regarding location of their respective facilities, and should prepare the appropriate easements to accommodate the placement of such facilities which the applicant would need to record with the Register of Deeds.
4. As we commented in Phase I, we here too suggest that consideration be given to providing private walks leading from the public sidewalks adjacent to Central Avenue at various points into the interior of the proposed development.
5. It is recommended that landscaped screening of the development's off-street parking lots, from Central Avenue, be continued from Phase I along and adjacent to Phase II in the building setback areas between the off-street parking lots and the right-of-way line for said street.
6. We would point out that it is the understanding of the Planning Department that the improvements previously contemplated and proposed for the bank of the Little Arkansas River, and the recreational grant provided on the plat adjacent thereto, is to be completed under a contract that has already been let for all of the improvements adjacent to the River between Nims and Murdock. We also understand that such contract includes providing for a pedestrian bridge across the inlet leading to the marina in the proposed development.

7. The marina as set forth in the site plan for Phase I, is being expanded as indicated by the site plan for Phase II. We would, therefore, again mention that the minimum elevation required along the River easement adjacent to the north side of Park Plaza First Addition is 115.0 City Datum. Any work carried on in conjunction with the marina shall be in accordance with the approved final plat which provides: "All improvements, changes, or alterations to be made within this easement shall be with the approval of the Flood Control Office of the Public Works Department of the City of Wichita". We would also point out that the concept of Phase I providing vehicular access leading directly to the marina, thereby permitting loading and unloading of boats within the project area itself, has been changed by that which is indicated in the plan for Phase II. Said plan does not provide any vehicular access adjacent to the marina, and we would thereby assume that it is the developer's thinking that all boats to be utilized in the marina will be loaded at the public launching ramp along the River.

8. We point out that the building which is located to the southeast of the new club house orients itself around a court yard type area. We would assume from the delineation on the site plan that it is intended to designate such court yard by means of some sort of low retaining wall. It should be noted that such wall does extend into a portion of that area designated as a 100 foot wide utility easement, and while such retaining wall would be of such type and nature as to probably not constitute a building or structure and could be placed within the easement, the applicant or developer should be advised that any destruction, removal or reconstruction thereto, necessitated because of installation or maintenance of utilities, would be at the developer's expense.

Department of Public Works, Maintenance

1. Elevation 115 must be maintained in a continuous loop around the proposed Marina.
2. If possible, we would like to have access from Central Avenue to the river easement through Phase II drives and parking bays.
3. Drainage of the site must be away from the River and since existing elevations immediately inside the river easement boundary must be maintained, his finish grades should be compatible with them.
4. Buildings near the river easement should be set sufficiently back from the easement boundary to permit the use of heavy equipment on the easement and circulation around the buildings.
5. We also note that you have:
  - a. extended the Marina into Phase II and
  - b. eliminated the boat ramp serving the Marina.

The latest set of Marina plans submitted to this office (November 1970) showed the Marina confined to Phase I and no boat ramp, although the gravel parking area adjacent to the Marina was retained in that plan.

Wichita Fire Department

All drives and internal circulation lanes must be labeled on the Site Plan as "Fire Lane Easement".

March 10, 1971

Mr. Gary Roush, Operations Officer  
Urban Renewal Agency  
202 Century Plaza Building  
107 S. Main Street  
Wichita, Kansas 67202

Re: Park Plaza First Addition  
Site Plan for Phase II

Dear Sir:

After reviewing the Site Plan on Phase II, I would recommend that all internal circulation be designated on the Site Plan as "Fire Lanes." This should be sufficient to insure adequate access for Fire Department vehicles. I feel this is in line with the agreement at the time of filing the final plat that the applicant shall submit an instrument providing for the continuity relationships, and maintenance provisions of internal circulation (both pedestrian and vehicular), open space and other common facilities, and for fire protection within the plat.

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

Sincerely,

THE WICHITA FIRE DEPARTMENT

*F. E. Hobbs*

F. E. Hobbs  
Deputy Chief  
Operations

FEH:rr

cc: John D. Gist - ✓



March 8, 1971

Gary Roush, Operations Officer  
Urban Renewal Agency

John D. Gist, Principal Planner

Park Plaza First Addition, Site Plan  
for Phase II

Please find attached a copy of a response to my memorandum of March 2 to the Utility Advisory Committee, relative to the above captioned matter. Contained therein, Mr. Mitchell has reiterated parts of my previous comments, as well as furnished others which he has heretofore discussed with Mr. Spangenberg. This is being forwarded on to you for your and the Board's information and consideration in dealing with the redeveloper.

I think that Mr. Mitchell's comments should be taken into account and made available to the developer, but do not necessitate in themselves scheduling a special meeting of the Utility Advisory Committee. However, if either you or I receive any further response from the memo of March 2, on or before this coming Wednesday, we should keep each other advised.

JDG:rme

cc: M. S. Mitchell, Assistant Superintendent of  
Public Works Maintenance

George Wilton, Superintendent, Public Works Maintenance

**THE CITY OF WICHITA**

**OFFICE OF** Ass't. Supt. of Public Works Maintenance

**DATE** March 8, 1971



**TO** John Gist, Planner III

**FROM** M. S. Mitchell

**SUBJECT** - Park Plaza First Adn.  
Site Plan for Phase II.

Reference is made to your memorandum of March 2 and its attachments. We have reviewed your comments and the preliminary site plan. Last month we met with Mr. Spangenberg regarding Phase II and outlined the items which were considered most important:

- 1) that elevation 115 be maintained a continuous loop around the proposed Marina.
- OK 2) that if possible, we would like to have access from Central Avenue to the river easement through Phase II drives and parking bays.
- 3) that drainage of the site must be away from the River and since existing elevations immediately inside the river easement boundary must be maintained, his finish grades should be compatible with them.
- 4) that buildings near the river easement should be set sufficiently back from the easement boundary to permit the use of heavy equipment on the easement and circulation around the buildings.

We note that you have questioned an apparent change in Marina plan which would:

- 1) extend the Marina into Phase II and
- 2) eliminate the boat ramp serving the Marina.

*Remove boat ramp on final plan 6.1.71*

The latest set of Marina plans submitted to this office (November 1970) showed the Marina confined to Phase I and no boat ramp, although the gravel parking area adjacent to the Marina was retained in that plan.

We have no other comments.

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

MSM/glm

cc: G. H. Wilton, Supt. of Public Works Maint.  
Park Plaza First Adn. Plat File  
Little River Stream File



WICHITA-SEDGWICK COUNTY

DATE

**METROPOLITAN AREA PLANNING DEPARTMENT**

March 2, 1971

TO Members of the Utility Advisory Committee  
FROM John D. Gist, Principal Planner *Gist*  
SUBJECT Park Plaza First Addition, Site Plan for Phase II

In the processing and approval of the above captioned plat by both the Planning and City Commissions, a condition of approval was that a letter of agreement be entered into by the Director of the Urban Renewal Agency and the Metropolitan Area Planning Department, whereby the Agency is obligated to furnish copies of site plans submitted by the developer to the Planning Department, and who in turn shall submit such site plans to the Utility Advisory Committee of the Subdivision Committee of the Planning Commission for comment and review.

The site plan for Phase I of the development of the Park Plaza Project Area was submitted to the Committee on August 7, 1969. Attached is the developer's site plan for Phase II which includes that area platted as Lots 2 and 3, Block 1, Park Plaza First Addition.

Also attached is a list of comments which we have derived in our review of the site plan for Phase II. We request that you review both the site plan and our list of comments, and any additional matters or comments, if any, which you feel should be brought to the attention of the URA, and/or the developer, that you forward these directly to the Agency, Attention Gary Roush, Operations Officer, with a duplicate set of any such comments forwarded to me. Because of the contractual arrangements between the Agency and the developer, there is a maximum amount of time which can elapse from the time of submission of the site plan by the developer until the Urban Renewal Agency replies as to the acceptability of the plan. We, therefore, ask that if there are any additional comments beyond those which we have already brought to the attention of the Agency, that they be submitted to them on or before Wednesday, March 10, 1971.

If you have any questions concerning this matter or the attachments hereto, please call.

JDG:ls  
Attachments 2  
cc Gary Roush, Operations Officer, Urban Renewal Agency

March 2, 1971

Members of the Utility Advisory Committee

John D. Gist, Principal Planner

Park Plaza First Addition, Site Plan for Phase II

In the processing and approval of the above captioned plat by both the Planning and City Commissions, a condition of approval was that a letter of agreement be entered into by the Director of the Urban Renewal Agency and the Metropolitan Area Planning Department, whereby the Agency is obligated to furnish copies of site plans submitted by the developer to the Planning Department, and who in turn shall submit such site plans to the Utility Advisory Committee of the Subdivision Committee of the Planning Commission for comment and review.

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Also attached is a list of comments which we have derived in our review of the site plan for Phase II. We request that you review both the site plan and our list of comments, and any additional matters or comments, if any, which you feel should be brought to the attention of the URA, and/or the developer, that you forward these directly to the Agency, Attention Gary Roush, Operations Officer, with a duplicate set of any such comments forwarded to me. Because of the contractual arrangements between the Agency and the developer, there is a maximum amount of time which can elapse from the time of submission of the site plan by the developer until the Urban Renewal Agency replies as to the acceptability of the plan. We, therefore, ask that if there are any additional comments beyond those which we have already brought to the attention of the Agency, that they be submitted to them on or before Wednesday, March 10, 1971.

If you have any questions concerning this matter or the attachments hereto, please call.

JDG:ls

Attachments 2

cc Gary Roush, Operations Officer, Urban Renewal Agency

March 2, 1971

MAPD COMMENTS WITH RESPECT TO  
SITE PLAN - PHASE II  
CONTINENTAL VILLAGE - PARK PLAZA FIRST ADDITION

OK  
6-1-71

1. The street names on the site plan should be indicated in accordance with those labeled on the recorded final plat of Park Plaza First Addition. The change or correction which is necessary is changing the name Greenway Boulevard to Central Avenue.

OK  
6-1-71

2. The plan should reflect the proper name for the river which is adjacent on the north as the "Little Arkansas River".

3.

3. We would point out that at the time of development, the applicant should contact each needed utility regarding location of their respective facilities, and should prepare the appropriate easements to accommodate the placement of such facilities which the applicant would need to record with the Register of Deeds.

4.

4. As we commented in Phase I, we here too suggest that consideration be given to providing private walks leading from the public sidewalks adjacent to Central Avenue at various points into the interior of the proposed development.

5.

5. It is recommended that landscaped screening of the development's off-street parking lots, from Central Avenue, be continued from Phase I along and adjacent to Phase II in the building setback areas between the off-street parking lots and the right-of-way line for said street.

6.

6. We would point out that it is the understanding of the Planning Department that the improvements previously contemplated and proposed for the bank of the Little Arkansas River, and the recreational grant provided on the plat adjacent thereto, is to be completed under a contract that has already been let for all of the improvements adjacent to the River between Nims and Murdock. We also understand that such contract includes providing for a pedestrian bridge across the inlet leading to the marina in the proposed development.

7.

7. The marina as set forth in the site plan for Phase I, is being expanded as indicated by the site plan for Phase II. We would, therefore, again mention that the minimum elevation required along the River easement adjacent to the north side of Park Plaza First Addition is 115.0 City Datum. Any work

carried on in conjunction with the marina shall be in accordance with the approved final plat which provides: "All improvements, changes, or alterations to be made within this easement shall be with the approval of the Flood Control Office of the Public Works Department of the City of Wichita". We would also point out that the concept of Phase I providing vehicular access leading directly to the marina, thereby permitting loading and unloading of boats within the project area itself, has been changed by that which is indicated in the plan for Phase II. Said plan does not provide any vehicular access adjacent to the marina, and we would thereby assume that it is the developer's thinking that all boats to be utilized in the marina will be loaded at the public launching ramp along the River.

We point out that the building which is located to the southeast of the new club house orients itself around a court yard type area. We would assume from the delineation on the site plan that it is intended to designate such court yard by means of some sort of low retaining wall. It should be noted that such wall does extend into a portion of that area designated as a 100 foot wide utility easement, and while such retaining wall would be of such type and nature as to probably not constitute a building or structure and could be placed within the easement, the applicant or developer should be advised that any destruction, removal or reconstruction thereto, necessitated because of installation or maintenance of utilities, would be at the developer's expense.

6-1-71  
final site  
plan was printed  
for a private  
boat ramp on the  
site

No lounge  
indicated on  
final plan  
6-1-71

THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public  
Works Maintenance

DATE Oct. 21, 1970



TO John Gist, Planner III  
FROM M. S. Mitchell

SUBJECT River Easement in Park  
Plaza First Addition

Reference is made to your letter of October 9th to Gary Roush concerning subject easement. I have checked the legal description of the dedication proposed by the Agency, and the legal description and definitive language of the easement you propose. The legal descriptions on the two proposed instruments are identical and can be located from information contained in subject plat. It is my understanding that the grant is required to construct a portion of the River Beautification work proposed by the Urban Renewal Agency at the location of a proposed Marina. We have checked the shape of the easement against plans for the work which have been submitted by the Urban Renewal Agency and find that the grant appears to provide enough room for construction shown on the plans.

A handwritten signature in cursive script that reads "M. S. Mitchell".

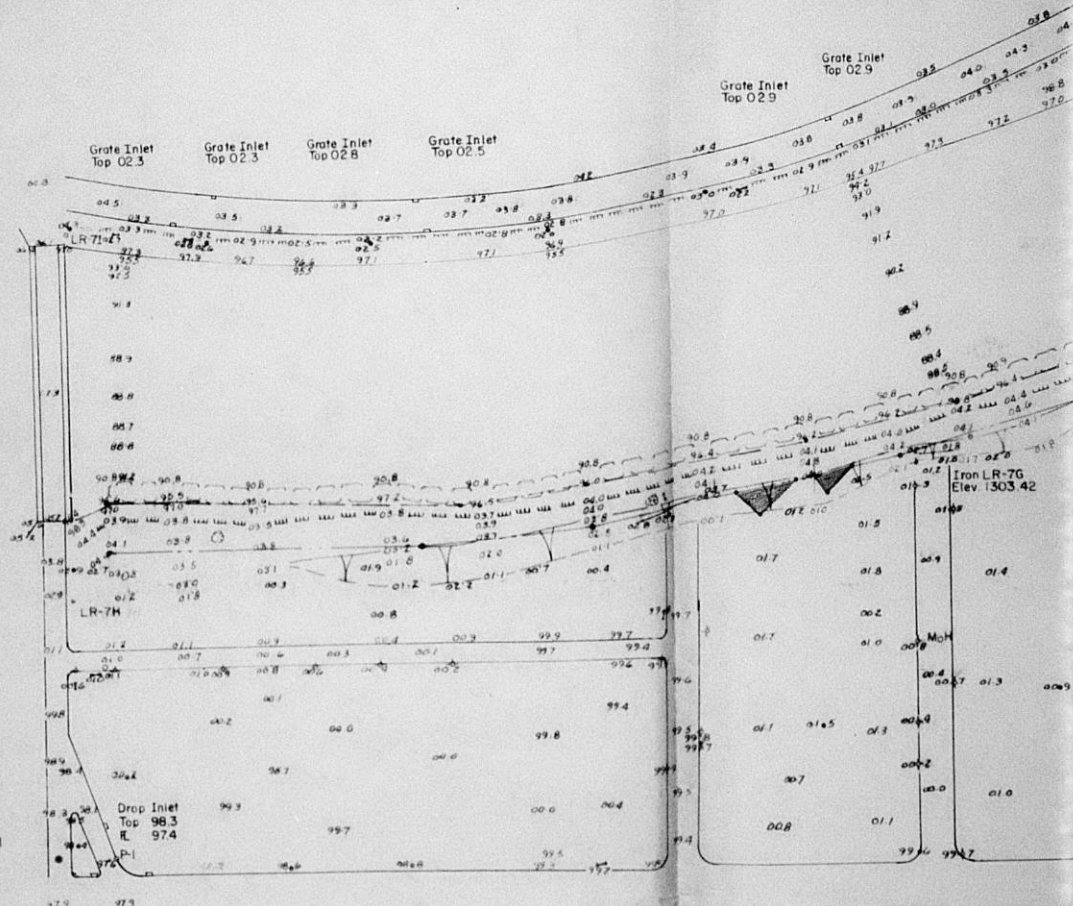
M. S. Mitchell,  
Ass't. Superintendent of  
Public Works Maintenance

MSM/glm

cc: G. H. Wilton, Supt. of Public Works Maint.  
Urban Renewal Agency-Gary Roush  
Park Plaza First Adn. Plat File  
Little Arkansas River File

Enc. - 1





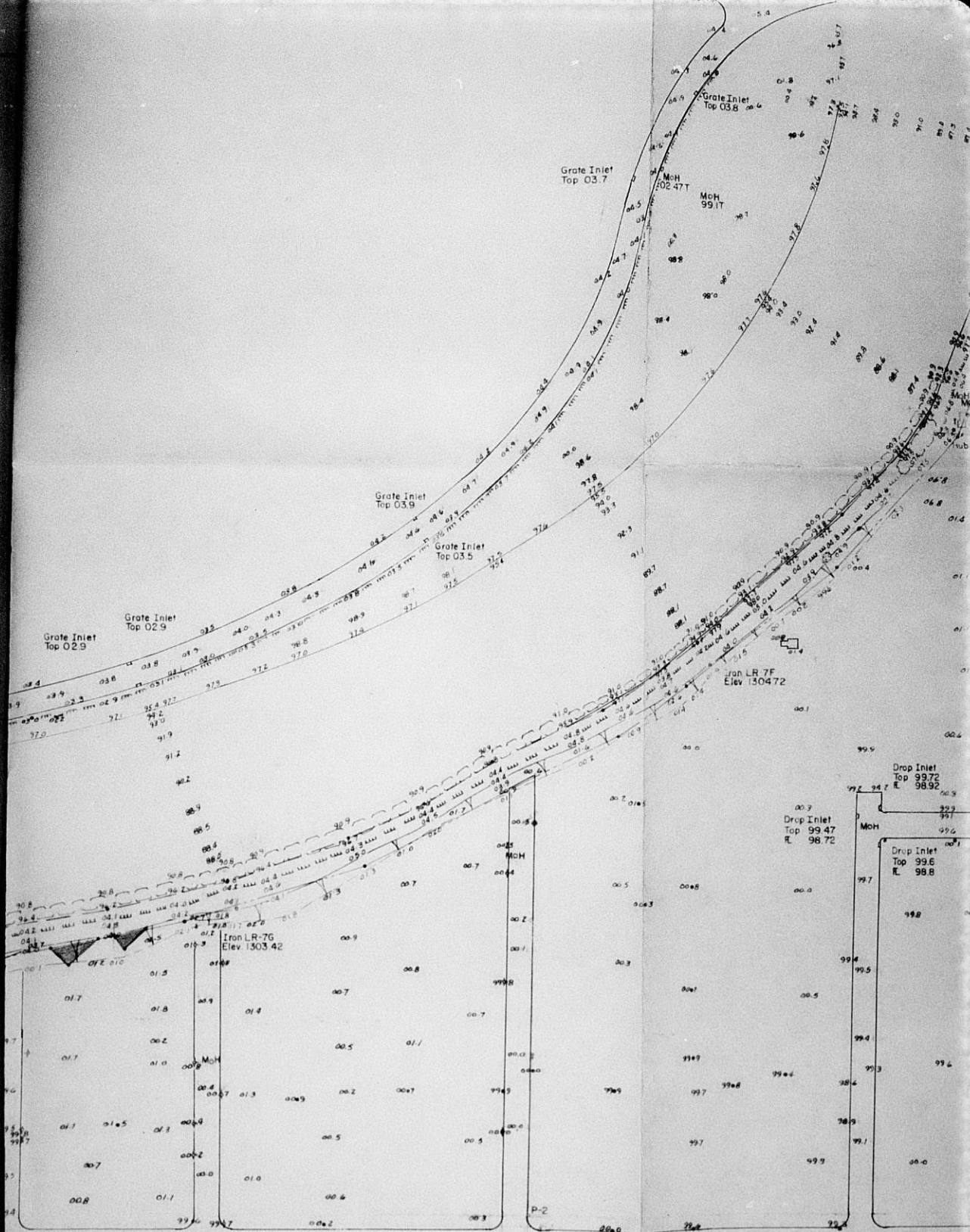
Thimble N. line Central  
L Nims

Bridge  
Arkansas Rv.

Drop Inlet  
Top 97.9  
R. 97.0

Drop Inlet  
R. 97.1

Thimble S. line Central  
L Nims



Iron SW corner  
Central & Sherman



October 9, 1970

Gary L. Roush, Operations Officer  
Urban Renewal Agency  
Century Plaza Bldg.  
107 West Douglas  
Wichita, Kansas 67202

Subject: River Easement in Park  
Plaza First Addition

Dear Gary:

Enclosed is the "Dedication" for additional river easement in Lot 1, Block 1, Park Plaza First Addition, which you forwarded to me for my comments. The format should be changed to that of granting an easement between two parties, rather than a dedication to the public. This then would provide for such additional easement in and by the same manner as the original river easement was established by the language within the plat. I think your reference to the plat, its recording date and the easement established therein is good, but in addition, I also think it is necessary that the purposes for which the easement is granted appear on the separate instrument. This would reflect same to an examiner without having to also review the plat to obtain definition and purpose.

Also enclosed please find my attempt in redrafting the easement along the lines I have just mentioned. I am also sending a copy of your original and my redraft to M. S. Mitchell of the Flood Control Office, whom you have discussed this matter with previously. I believe for Mitchell to be able to check the legal description contained in the easement, would require furnishing him a copy of the plans for the proposed Marina which requires this additional easement.

Since the easement first needs to be accepted by the City of Wichita before it is recorded, once you have arrived upon a satisfactory description and format with Mr. Mitchell, the executed copy should be returned to him for scheduling before the Board of City Commissioners. Their suggested action would be to accept the easement and instruct the City Clerk to file of record with the Register of Deeds.

Page 2  
October 9, 1970

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

Very truly yours,

John D. Gist  
Senior Planner

JDG:rme

Enclosure

cc: M. S. Mitchell, Wichita-Sedgwick County Flood Control

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, River Park, Inc., being the owner of the following described real estate in Lot 1, Block 1, Park Plaza First Addition to Wichita, Sedgwick County, Kansas, to wit:

BEGINNING, at a point on the platted River Easement line, bearing S 79°-24'-00" W a distance of 3.30 feet southwesterly of the intersection of the River Easement line with the common property line between Lot 1 and Lot 3; THENCE, bearing S 46°-00'-00" W a distance of 29.89 feet; THENCE, bearing N 44°-00'-00" W a distance of 19.71 feet to the point of intersection with the River Easement line; THENCE, bearing S 79°-24'-00" W along the River Easement line a distance of 17.40 feet; THENCE, bearing S 46°-00'-00" W a distance of 45.08 feet; THENCE, bearing N 44°-00'-00" W a distance of 29.73 feet to the point of intersection with the River Easement line; THENCE, bearing N 79°-24'-00"E along the River Easement line a distance of 107.20 feet to the point of beginning;

does hereby dedicate the above described real estate to the public for River Easement purposes.

Upon the filing of record of this dedication instrument, the real estate described herein shall become a part of the platted River Easement shown on the plat entitled "Park Plaza First Addition", recorded with the Register of Deeds of Sedgwick County, Kansas on August 1, 1969. The purposes for, and definition of "River Easement", as it pertains to the real estate described herein, are contained in the text of said plat.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1970.

RIVER PARK, INC.

\_\_\_\_\_  
Jack P. DeBoer  
President

ATTEST:

\_\_\_\_\_  
Jerry A. Gaddis  
Vice President - Assistant Secretary

STATE OF KANSAS )  
SEDGWICK COUNTY )ss

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, came

\_\_\_\_\_  
Jack P. DeBoer, President of River Park, Inc.,

to me personally known to be the same person who executed the 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 above written.

My Commission Expires: \_\_\_\_\_

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

D R A F T

EASEMENT

THIS EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by and between \_\_\_\_\_ RIVER PARK, INC.  
of the first part and the City of Wichita, of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the undersigned, River Park, Inc., being the owner of the following described real estate in Lot 1, Block 1, Park Plaza First Addition to Wichita, Sedgwick County, Kansas, to wit:

BEGINNING, at a point on the platted River Easement line, bearing S 79°-24'-00" W a distance of 3.30 feet southwesterly of the intersection of the River Easement line with the common property line between Lot 1 and Lot 3; THENCE, bearing S 46°-00'-00" W a distance of 29.89 feet; THENCE, bearing N 44°-00'-00" W a distance of 19.71 feet to the point of intersection with the River Easement line; THENCE, bearing S 79°-24'-00" W along the River Easement line a distance of 17.40 feet; THENCE, bearing S 46°-00'-00" W a distance of 45.08 feet; THENCE, bearing N 44°-00'-00" W a distance of 29.73 feet to the point of intersection with the River Easement line; THENCE, bearing N 79°-24'00" E along the River Easement line a distance of 107.20 feet to the point of beginning;

does hereby grant and convey unto the said second party a perpetual right-of-way and river easement on the above described real estate for drainage, bank maintenance, flood control, river beautification and recreation purposes, with a minimum established elevation of 115.0 city datum. All improvements, changes, or alterations to be made within this river easement shall be with the approval of the Flood Control Office of the Public Works Department of the City of Wichita. The recreational grant to be under the control of the Board of Park Commissioners of the City of Wichita, and is for pedestrian paths.

And said second party is hereby granted the right to enter upon said premises at any time for the above described purposes including constructing, operating, maintaining, and repairing river bank.

Upon the filing of record of this easement instrument, the real estate described herein shall become a part of the platted River Easement shown on the plat entitled "Park Plaza First Addition", recorded with the Register of Deeds of Sedgwick, Kansas on August 1, 1969.

COUNTY

IN WITNESS WHEREOF: The said first part \_\_\_\_\_ ha \_\_\_\_\_ signed these presents the day and year first written.

RIVER PARK, INC.

\_\_\_\_\_  
Jack P. DeBoer  
President

ATTEST:

\_\_\_\_\_  
Jerry A. Gaddis  
Vice President - Assistant Secretary

STATE OF KANSAS )  
SEDGWICK COUNTY ) ss

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, came

\_\_\_\_\_  
Jack P. DeBoer, President of River Park, Inc.,

to me personally known to be the same person who executed the 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 above written.

My Commission Expires: \_\_\_\_\_.

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

FILED IN  
COUNTY RECORD AT  
1-14-1969  
AUG 1 1969  
15311

JOHN HALE  
CHAIRMAN OF BOARD  
*John Hale*

DECLARATION OF COVENANTS  
TO PROTECT AND MAINTAIN COMMUNITY FACILITIES

THIS DECLARATION, made this 21<sup>st</sup> day of May, 1969, by the URBAN RENEWAL AGENCY OF THE WICHITA, KANSAS, METROPOLITAN AREA (a body corporate and politic duly organized under the laws of the State of Kansas, acting by its Chairman being thereunto duly authorized) in the County of Sedgwick and the State of Kansas, and KINGSBOROUGH, INC., a corporation organized and existing under the laws of the State of Kansas, hereinafter called the Grantors;

WITNESSETH:

WHEREAS, Grantors are the owners of the real property hereinafter described and are desirous of subjecting said real property to the covenants hereinafter set forth, each and all which is and are for the benefit of said property, and for each owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel or unit thereof, and shall apply to and bind the successors in interest and owner thereof:

NOW THEREFORE, Grantors hereby declare that the property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants hereinafter set forth.

The real property which is subject to the covenants set forth herein is described as follows, to wit:

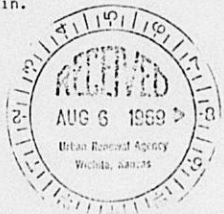
Block 1, EXCEPT Lot 7 thereof, PARK PLAZA FIRST ADDITION to Wichita, Sedgwick County, Kansas.

~~Original Compared~~

No property other than that described above shall be deemed subject to this Declaration, except that if dwelling units are constructed on Lot 7, or any part thereof, then in that event Lot 7 shall be deemed as included herein.

Original Compared  
with Record

*John Hale*  
117 La Moine  
Suite 202



MISC BOOK 649 PAGE 47

Purpose

The real property covered hereunder shall be subject to these covenants to assure the continuity, maintenance and protection of landscaped open space, fire lanes, walkways, recreation and entertainment facilities for the use of the owners and occupants of the above-described property, to insure the highest and best development of said property and, in general, provide adequately for high type and quality of improvement in said property. The Grantors or their successors in title shall maintain and protect landscaped open space, walkways, fire lanes, and all recreational and entertainment facilities located within said premises in such a way as to preserve so far as is practicable the natural beauty of said open space, recreational and entertainment facilities; and further, to install and maintain all walkways, driveways, parking facilities and fire lanes in such a manner as to insure to the community continuity of ingress and egress, all construction to be done in a manner adequate to carry out the intended purpose of these covenants, all for the common benefit of the owners and occupants of the above-described property.

Creation of Property Owners Corporation

Kingsborough, Inc., its successors and assigns, are charged with the responsibility of providing the basis of the assessments and the responsibility for recovery of said assessment and shall create a Property Owners Corporation at such time as the first unit of construction is complete or at such time as Kingsborough, Inc., or its successors, shall first convey any of the property as described herein, which is charged with the continuing responsibility of carrying out the covenants herein. Said Property Owners Corporation shall be a nonprofit corporation formed under the laws of the State of Kansas providing for the issuance of membership in lieu of stock and limiting membership to one voting membership for each owner of each building site and in addition thereto one member vote for each dwelling unit to be exercised by the owner only of said dwelling unit.

The assessment for maintenance of outdoor recreational facilities, walkways, fire lanes, and landscaped open space shall be as follows: Said Property Owners Corporation shall annually assess all of the owners of Block 1, except Lot 7, unless said Lot 7 shall contain dwelling units as hereinabove mentioned, a sum adequate to carry out said provisions in direct ratio to the value of the land owned by each of the owners of said Block 1, as assessed by the County Assessor's Office, for the immediate last past assessable year; but in no event shall said sum exceed the sum of \$480.00 per acre of open space or land coverage of any of the other facilities mentioned herein provided, however, this sum may be amended by a majority vote of the voting membership of said Property Owners Corporation in the event said sum should prove inadequate to accomplish the purposes herein set out for any subsequent calendar year, said sum only to be utilized for the purposes set out herein and the necessary administrative and other expenses incidental to the operation of said corporation and to the accomplishment of such purposes. Said Property Owners Corporation shall on the 1st day of December of each calendar year notify, by statement or other written instrument, the exact amount due by each member of said Property Owners Corporation. In the event said amount due shall remain delinquent for more than one year, the presiding officer of said corporation shall cause litigation to be filed with the Clerk of the District Court of Sedgwick County, Kansas for the recovery of said sum and shall diligently endeavor to reduce said delinquency to judgment and to cause satisfaction of the judgment. The authority of said Property Owners Corporation to make said assessments and to perform its functions set forth herein shall cease and terminate as to any of the above-described property which may hereafter be submitted to the provisions of the Kansas Apartment Ownership Act, K.S.A. 58-3101 et seq., as the same now exists or may hereafter be amended, as long as such property is made subject to the provisions of said Act.

Duration of Covenants

From and after the date of the filing of this Declaration of Covenants in the office of the Register of Deeds of Sedgwick County, Kansas,

MISC BOOK 649 PAGE 49

the covenants contained herein shall be binding and effective upon all owners, purchasers, heirs and assigns of the property covered hereunder for a period of thirty (30) years and automatically shall be continued hereafter for successive periods of ten (10) years each unless, by vote of the then owners of the majority of the square foot area covered hereunder and by approval of the City Commission of the City of Wichita, Kansas, it is agreed to terminate the restrictions at the end of such period.

Breach of Covenants

The covenants herein set forth shall run with the land and bind the Grantors and all parties claiming by and through or under them, shall be taken to hold, agree and covenant with the owners of said building site and all other lands, their successors and assigns, and with each of them to conform to and observe said covenants; but no covenants herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of or title to said land, and Grantor or the owner or owners of any of the above land shall have the right to sue for and obtain injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observances of the covenants above set forth, in addition to the ordinary legal action for damages. The failure of Grantor and the owner of any part of Block 1, except Lot 7 thereof unless dwelling units are constructed thereon, hereby bound by said covenants to enforce any of the said covenants herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter.

Urban Renewal Contract not Superseded

The respective rights, duties and obligations of the Grantors set out in that certain Contract for Sale of Land for Private Redevelopment entered into between them under date of the 16<sup>th</sup> day of November, 1968 for the redevelopment of the above property as Park Plaza "A" Project No. Kans. R-17 or any amendments heretofore or hereafter made thereto are

not superseded, modified, diminished or discharged by the terms of this Declaration or in any way transferred or assigned or assumed by the Property Owners Corporation to be created hereunder, but all such rights shall enure to the benefit of and all of such duties and obligations shall be performed by the respective Grantors under said Contract as now or hereafter amended to the same extent as though this Declaration did not exist.

Invalidation in Part

Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Urban Renewal Agency of the Wichita, Kansas, Metropolitan Area and Kingsborough, Inc. have executed this Declaration as of the date first above written.



*Kenneth H. Kitchen*  
Kenneth H. Kitchen, Secretary

URBAN RENEWAL AGENCY OF THE WICHITA,  
KANSAS, METROPOLITAN AREA

By *O. H. Curry*  
~~James C. L. ...~~  
O. H. Curry, D.V.M., Chairman



*Jack P. DeBoer*  
Secretary

KINGSBOROUGH, INC.

By *Jack P. DeBoer*  
Jack P. DeBoer, President

HOUSE BOOK 649 PAGE 51

not superseded, modified, diminished or discharged by the terms of this Declaration or in any way transferred or assigned or assumed by the Property Owners Corporation to be created hereunder, but all such rights shall enure to the benefit of and all of such duties and obligations shall be performed by the respective Grantors under said Contract as now or hereafter amended to the same extent as though this Declaration did not exist.

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Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Urban Renewal Agency of the Wichita, Kansas, Metropolitan Area and Kingsborough, Inc. have executed this Declaration as of the date first above written.



*Kenneth H. Kitchen*  
Kenneth H. Kitchen, Secretary

URBAN RENEWAL AGENCY OF THE WICHITA,  
KANSAS, METROPOLITAN AREA

By *O. H. Curry*  
O. H. Curry, D.V.M., Chairman



*Jack P. DeBoer*  
Secretary

KINGSBOROUGH, INC.

By *Jack P. DeBoer*  
Jack P. DeBoer, President

MISC BOOK 640 PAGE 51

STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORDED AT  
9:15 A.M.

SC BOOK 649 PAGE 52

AUG 1 1969

NO. 15312

JOHN HALE  
REGISTER OF DEEDS

*Beard Silver  
Deputy Park Plaza*  
AFFIDAVIT

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS.

The undersigned, being of legal age and first duly sworn upon oath, deposes and states that the attached "Ratification of Plat for Park Plaza First Addition" has been duly signed and attested by the appropriate officers of the City of Wichita and said "Ratification" is an exhibit to this Affidavit and hereby incorporated as a part hereof.

Undersigned Affiant knows these facts of his own knowledge.

Done this 1st day of July, 1969.

*Kenneth H. Kitchen*

Kenneth H. Kitchen  
Executive Director  
Wichita Urban Renewal Agency

Subscribed and sworn to before me the undersigned Notary Public on the 1st day of July, 1969.

*Judith H. Farris*  
Judith H. Farris, Notary Public



My Commission Expires:

May 10, 1972

4 00  
Urban Renewal  
107 So Main  
Suite 212

RATIFICATION OF PLAT FOR PARK PLAZA FIRST ADDITION

The City of Wichita, a municipal corporation, does hereby ratify the platting of the lands embraced in Park Plaza First Addition, Wichita, Sedgwick County, Kansas, as to any lands therein owned by the City of Wichita.

Executed this 22nd day of April, 1969.

THE CITY OF WICHITA, KANSAS

BY Donald K. Enoch  
Donald K. Enoch  
Mayor



*E. Enoch*

*Approved & Given  
John Allen  
City Atty.*

OK to release for  
recording

BUT, released 7/1/69

URA needs to furnish us a  
copy of the ~~executed~~ restrictions  
covenants and then they should  
record: (1) plat  
(2) covenants  
(3) ratification of plat  
by City of Wichita  
THEN RETURN RECORDING DATA FOR FILES.

August 20, 1969

Mr. Kenneth Kitchen  
Urban Renewal Agency of the Wichita,  
Kansas Metropolitan Area  
202 Central Building  
Wichita, Kansas 67202

Subject: Final Site Plan, Phase I of  
proposed Park Plaza Project

Dear Sir:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on August 7, 1969, the above captioned site plan was distributed to those members of the Utility Advisory Committee who were present. We pointed out that most of the Planning Department's comments regarding the preliminary plan had been incorporated into the preparation of the final, but that any comments that anyone of the Committee might have should be passed on directly to the Urban Renewal Agency.

We direct this correspondence to you so that we may again re-iterate certain comments of the Planning Department made on the preliminary site plan concerning actual development of Phase I, which are as follows:

- Public sidewalks are to be adjacent to the east side of Wims and the north side of Central. In actual construction of Phase I, consideration should be given to providing private walks leading from the public sidewalk adjacent to the streets at the various points into the interior of the development.
- A sidewalk should be constructed within the recreational grant along the north line of the site plan, just south of the Little Arkansas River. Such a sidewalk would provide for pedestrian and bicycle traffic, and a pedestrian type bridge needs to be constructed to eliminate interruption

Page 2 - Site Plan, Park Plaza  
Mr. Kenneth Kitchen  
August 20, 1969

of said traffic across the inlet which leads from the river into the Marina. As previously discussed, the Agency should provide the sidewalk while you may want to require the redeveloper to build the bridge.

- The minimum elevation required along the River Easement adjacent to the north side of Phase I is 115.0 City datum. Any work carried on in conjunction with the Marina shall be in accordance with the approved final plat, which provides: "All improvements, changes, or alterations to be made within this easement shall be with the approval of the Flood Control office of the Public Works Department of the City of Wichita".
- It is recommended that landscaped screening be provided between the off-street parking and the right-of-way line for Central and Nims.

We also point out that when the original plat tracing was released to the URA for recording, we asked that the recording data or information on the plat, covenants, and separate ratification of plat by the City of Wichita, all be furnished for our files once recorded. We again request that this information be provided; and if you have any questions concerning that mentioned above, please call.

Very truly yours,

John D. Gist  
Planner III

JDG:vjp

cc: Jerry Cooper  
Urban Renewal Agency

Gary Roush  
Urban Renewal Agency

DECLARATION OF COVENANTS  
TO PROTECT AND MAINTAIN COMMUNITY FACILITIES

THIS DECLARATION, made this 21<sup>st</sup> day of May, 1969, by the URBAN RENEWAL AGENCY OF THE WICHITA, KANSAS, METROPOLITAN AREA (a body corporate and politic duly organized under the laws of the State of Kansas, acting by its Chairman being thereunto duly authorized) in the County of Sedgwick and the State of Kansas, and KINGSBOROUGH, INC., a corporation organized and existing under the laws of the State of Kansas, hereinafter called the Grantors;

WITNESSETH:

WHEREAS, Grantors are the owners of the real property hereinafter described and are desirous of subjecting said real property to the covenants hereinafter set forth, each and all which is and are for the benefit of said property, and for each owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel or unit thereof, and shall apply to and bind the successors in interest and owner thereof:

NOW THEREFORE, Grantors hereby declare that the property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants hereinafter set forth.

The real property which is subject to the covenants set forth herein is described as follows, to wit:

Block 1, EXCEPT Lot 7 thereof, PARK  
PLAZA FIRST ADDITION to Wichita,  
Sedgwick County, Kansas.

No property other than that described above shall be deemed subject to this Declaration, except that if dwelling units are constructed on Lot 7, or any part thereof, then in that event Lot 7 shall be deemed as included herein.

Purpose

The real property covered hereunder shall be subject to these covenants to assure the continuity, maintenance and protection of landscaped open space, fire lanes, walkways, recreation and entertainment facilities for the use of the owners and occupants of the above-described property, to insure the highest and best development of said property and, in general, provide adequately for high type and quality of improvement in said property. The Grantors or their successors in title shall maintain and protect landscaped open space, walkways, fire lanes, and all recreational and entertainment facilities located within said premises in such a way as to preserve so far as is practicable the natural beauty of said open space, recreational and entertainment facilities; and further, to install and maintain all walkways, driveways, parking facilities and fire lanes in such a manner as to insure to the community continuity of ingress and egress, all construction to be done in a manner adequate to carry out the intended purpose of these covenants, all for the common benefit of the owners and occupants of the above-described property.

Creation of Property Owners Corporation

Kingsborough, Inc., its successors and assigns, are charged with the responsibility of providing the basis of the assessments and the responsibility for recovery of said assessment and shall create a Property Owners Corporation at such time as the first unit of construction is complete or at such time as Kingsborough, Inc., or its successors, shall first convey any of the property as described herein, which is charged with the continuing responsibility of carrying out the covenants herein. Said Property Owners Corporation shall be a nonprofit corporation formed under the laws of the State of Kansas providing for the issuance of membership in lieu of stock and limiting membership to one voting membership for each owner of each building site and in addition thereto one member vote for each dwelling unit to be exercised by the owner only of said dwelling unit.

The assessment for maintenance of outdoor recreational facilities, walkways, fire lanes, and landscaped open space shall be as follows: Said Property Owners Corporation shall annually assess all of the owners of Block 1, except Lot 7, unless said Lot 7 shall contain dwelling units as hereinabove mentioned, a sum adequate to carry out said provisions in direct ratio to the value of the land owned by each of the owners of said Block 1, as assessed by the County Assessor's Office, for the immediate last past assessable year; but in no event shall said sum exceed the sum of \$480.00 per acre of open space or land coverage of any of the other facilities mentioned herein provided, however, this sum may be amended by a majority vote of the voting membership of said Property Owners Corporation in the event said sum should prove inadequate to accomplish the purposes herein set out for any subsequent calendar year, said sum only to be utilized for the purposes set out herein and the necessary administrative and other expenses incidental to the operation of said corporation and to the accomplishment of such purposes. Said Property Owners Corporation shall on the 1st day of December of each calendar year notify, by statement or other written instrument, the exact amount due by each member of said Property Owners Corporation. In the event said amount due shall remain delinquent for more than one year, the presiding officer of said corporation shall cause litigation to be filed with the Clerk of the District Court of Sedgwick County, Kansas for the recovery of said sum and shall diligently endeavor to reduce said delinquency to judgment and to cause satisfaction of the judgment. The authority of said Property Owners Corporation to make said assessments and to perform its functions set forth herein shall cease and terminate as to any of the above-described property which may hereafter be submitted to the provisions of the Kansas Apartment Ownership Act, K.S.A. 58-3101 et seq., as the same now exists or may hereafter be amended, as long as such property is made subject to the provisions of said Act.

Duration of Covenants

From and after the date of the filing of this Declaration of Covenants in the office of the Register of Deeds of Sedgwick County, Kansas,

the covenants contained herein shall be binding and effective upon all owners, purchasers, heirs and assigns of the property covered hereunder for a period of thirty (30) years and automatically shall be continued hereafter for successive periods of ten (10) years each unless, by vote of the then owners of the majority of the square foot area covered hereunder and by approval of the City Commission of the City of Wichita, Kansas, it is agreed to terminate the restrictions at the end of such period.

Breach of Covenants

The covenants herein set forth shall run with the land and bind the Grantors and all parties claiming by and through or under them, shall be taken to hold, agree and covenant with the owners of said building site and all other lands, their successors and assigns, and with each of them to conform to and observe said covenants; but no covenants herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of or title to said land, and Grantor or the owner or owners of any of the above land shall have the right to sue for and obtain injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observances of the covenants above set forth, in addition to the ordinary legal action for damages. The failure of Grantor and the owner of any part of Block 1, except Lot 7 thereof unless dwelling units are constructed thereon, hereby bound by said covenants to enforce any of the said covenants herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter.

Urban Renewal Contract not Superseded

The respective rights, duties and obligations of the Grantors set out in that certain Contract for Sale of Land for Private Redevelopment entered into between them under date of the 16<sup>th</sup> day of NOVEMBER, 1968 for the redevelopment of the above property as Park Plaza "A" Project No. Kans. R-17 or any amendments heretofore or hereafter made thereto are

not superseded, modified, diminished or discharged by the terms of this Declaration or in any way transferred or assigned or assumed by the Property Owners Corporation to be created hereunder, but all such rights shall enure to the benefit of and all of such duties and obligations shall be performed by the respective Grantors under said Contract as now or hereafter amended to the same extent as though this Declaration did not exist.

Invalidation in Part

Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Urban Renewal Agency of the Wichita, Kansas, Metropolitan Area and Kingsborough, Inc. have executed this Declaration as of the date first above written.



*Kenneth H. Kitchen*  
Attest  
Kenneth H. Kitchen, Secretary

URBAN RENEWAL AGENCY OF THE WICHITA,  
KANSAS, METROPOLITAN AREA

By *O. H. Curry*  
~~James C. ...~~  
O. H. Curry, D.V.M., Chairman



*Gene E. ...*  
Attest  
Gene E. ... Secretary

KINGSBOROUGH, INC.

By *Jack P. DeBoer*  
Jack P. DeBoer, President

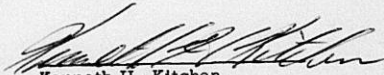
A F F I D A V I T

STATE OF KANSAS                    )  
COUNTY OF SEDGWICK            ) ss.

The undersigned, being of legal age and first duly sworn upon oath, deposes and states that the attached "Ratification of Plat for Park Plaza First Addition" has been duly signed and attested by the appropriate officers of the City of Wichita and said "Ratification" is an exhibit to this Affidavit and hereby incorporated as a part hereof.

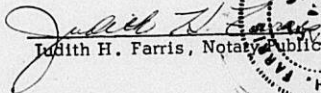
Undersigned Affiant knows these facts of his own knowledge.

Done this 1st day of July, 1969.



Kenneth H. Kitchen  
Executive Director  
Wichita Urban Renewal Agency

Subscribed and sworn to before me the undersigned Notary Public on the 1st day of July, 1969.

  
Judith H. Farris, Notary Public

My Commission Expires:

May 10, 1972

RATIFICATION OF PLAT FOR PARK PLAZA FIRST ADDITION

The City of Wichita, a municipal corporation, does hereby ratify the platting of the lands embraced in Park Plaza First Addition, Wichita, Sedgwick County, Kansas, as to any lands therein owned by the City of Wichita.

Executed this 22nd day of April, 1969.

THE CITY OF WICHITA, KANSAS

BY Donald K. Enoch  
Donald K. Enoch  
Mayor



E. E. Enoch

Approved & Given  
John D. Miller  
City Clerk

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 67-65 Name PARK PLAZA FIRST ADDITION  
 Application Filed: 2-10-69 (rev.) Sketch Filed: 7-17-67  
 Preliminary Plat Filed: 9-28-67 Approved by S/D: 2-20-69  
 Final Plat Filed: 4-3-69 Approved by S/D: 4-3-69  
 Approved by Metropolitan Area Planning Commission: 4-10-69  
 Reapproved by Metropolitan Area Planning Commission: 6-12-69

DESCRIPTION

General Location: An area bounded by 2nd and Murdock and by Little  
Arkansas River and Water

Surveyor or Engineer: Professional Engineering Consultants  
 Owner: Urban Renewal Agency  
 Address: 202 Central Building

- |                          |                      |  |
|--------------------------|----------------------|--|
| 1. Gross Acreage of Plat | <u>78.1</u>          | 5. Lineal Feet of New Streets:               |
| 2. Number of Lots:       | <u>7</u>             | a. <u>120</u> R/W <u>3,965</u> ft.           |
| Residential              | <u>2</u>             | b. <u>110</u> R/W <u>1,360</u> ft.           |
| Commercial               | <u>3</u>             | c. <u>86.1</u> R/W <u>530</u> ft.            |
| Industrial               | <u>9</u>             | d. _____ R/W _____ ft.                       |
| Other                    | <u>21</u>            | e. _____ R/W _____ ft.                       |
| Total Number of Lots:    | <u>21</u>            | TOTAL <u>5,855</u> ft.                       |
| 3. Minimum Lot Frontage: | <u>57</u> ft.        | 6. Existing Zoning: <u>B, LC, C, &amp; E</u> |
| 4. Minimum Lot Area:     | <u>10,740</u> sq.ft. |  |

**NOTE:** At the request of the Urban Renewal Agency, the Metropolitan Area Planning Commission reconsidered subject plat relative to the 35-foot building setback on Block 1.

Planning Commission Recommendation:

**BLEDSE** moved and **SOUDERS** seconded that the Planning Commission recommend to the City Commission that this plat be reapproved, subject to the following:

1. Deleting the 35-foot platted setback on Lots 1 - 6, Block 1.
2. Recording within 30 days after approval by the Board of City Commissioners.

Vote of Planning Commission: Unanimous

**ACTION:** Approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

June 13, 1969

Mr. Kenneth Kitchen  
Urban Renewal Agency of the  
Wichita, Kansas Metropolitan Area  
202 Central Building  
Wichita, Kansas 67202

Subject: S/D 67-65 - Final Plat of  
PARK PLAZA FIRST ADDITION

Dear Sir:

At the regular meeting of the Metropolitan Area Planning Commission on June 12, 1969, the above captioned plat was re-considered. It was the action of the Commission to reapprove the plat subject to the deletion of the 35-foot platted setback on Lots 1 - 6, Block 1.

This matter will be forwarded to the City Commission for its consideration at the regular meeting of June 24, 1969. If you should have any questions concerning this matter, please call our office.

Sincerely,

Jack H. Galbraith  
Senior Planner

JHG:vjp

cc: Professional Engineering Consultants  
1440 English  
Wichita, Kansas 67211

June 11, 1969

Ralph Wulz, City Manager

Robert A. Lakin, Assistant Planning Director

Park Plaza Subdivision

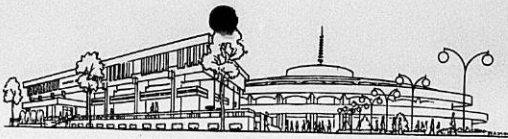
I am attaching a copy of Declaration of Covenants to Protect and Maintain Community Facilities submitted by the developer for Park Plaza. This, roughly, corresponds to the draft that Dekker and I reviewed and as prepared by Charles Anderson, counsel for the URA. On page 3 note the maximum \$480 per acre of open space which can be assessed on the property owners of Park Plaza "A" for its operation and maintenance. I am advised that the \$480 figure was developed from Park Department figures, averaging their cost for maintaining park land and open space. The figure was also generally concurred in as being a reasonable figure for this purpose by J.M. Gardner of the URA. The only question that I have and that I have raised with Ken Kitchen is that if this amount is what is an average to maintain open space, then there is no money left to maintain such things as drives, parking lot areas, swimming pools, community buildings, etc. which may be included as a part of the development. I do not believe, however, that it is appropriate at this time to make any issue of the additional possible cost that may be involved in these types of facilities on this project or perhaps any others, until such time as we have re-established a firmer concept of planned unit developments and control of large "free-form" land development as opposed to the old block-by-block style.

We are currently reprocessing the Park Plaza plat, requesting reapproval from the Planning Commission (June 12) and will be asking the City Commission to reapprove the plat on June 24. This is to remove the platted setback line which would pose a problem in the use of certain of the area for off-street parking, as indicated to us on their initial preliminary site plan. As soon as the plat is reapproved, we will release the tracing for recording. Thus, it should be recorded and ready for transfer prior to July 1.

RAL:ber

cc: John Dekker, Director of Law  
Kenneth Kitchen, Executive Director, URA

THE URBAN RENEWAL AGENCY  
OF THE  
WICHITA, KANSAS, METROPOLITAN AREA  
SUITE 202 • CENTRAL BUILDING • 107 WEST DOUGLAS  
WICHITA, KANSAS 67202



June 3, 1969

KENNETH H. KITCHEN  
EXECUTIVE DIRECTOR

Mr. Robert A. Lakin  
Assistant Director, Wichita-Sedgwick  
County Metropolitan Area Planning Commission  
401 City Building Annex  
204 South Main Street  
Wichita, Kansas 67202

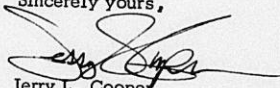
Re: Final Plat, Park Plaza "A"

Dear Mr. Lakin:

Pursuant to our recent conversations, please be advised that the Agency is desirous, prior to actual filing of this plat, of removing the thirty-five foot setback line from all lots except that northern most lot which is zoned commercial.

Inasmuch as this will require re-approval by both the Planning Commission and the City Commission, please advise us of the review dates.

Sincerely yours,



Jerry L. Cooper  
Deputy Director

JLC/jhf



MET WITH URA ON 5/29/69  
CONCERNING ATTACHED  
COMMENTS. MET AGAIN  
ON 6/4/69 WITH BOTH URA,  
OBLINGER & SMITH and  
REPRESENTATIVES OF  
DEVELOPER. REVISED  
PLAN IS BEING  
PREPARED WHICH TAKES  
INTO ACCOUNT MANY  
OF OUR SUGGESTIONS AS  
WELL AS THOSE OF  
URA. ————— JERRY GIB

## PARK PLAZA "A", PHASE I

### (MAPD STAFF COMMENTS)

- the preliminary site plan indicates Spurway Blvd. which should be changed to Central Ave. as shown on the plat of Park Plaza First Add.

Maximum  
units 159

Compare  
the other  
plans  
of  
Phase I

- the U.R.A. plan sets out a maximum residential density of 1,500 dwelling units, while the preliminary of Phase I proposes 159 units or 10.6% of the total allowed. The U.R.A. plan also calls for 1.3 parking spaces per dwelling unit while Phase I proposes 1.62/unit. [Although greater than required by zoning ordinances and the U.R.A. plan, 1.62 spaces/unit may be low ratio to meet the potential needs.]

- what appears to be possibly a tennis court immediately southeast of the indicated Club House facility, is not in lot 1 of the final plat but in lot 2.

\* - public sidewalks will be adjacent to the E. side of Nine and the N. side of Central. Should consider private walks leading from such public sidewalks at various points which lead into the interior of the development

- considers providing a sidewalk from lot-to-lot, or leading from Phase I to Phase II, etc., which could be built on a grand scale like min. of 10 feet in width. Such a walk could then be thought of in terms of a fire lane.

- should consider designation of adequate play yards that are functional and accessible for use by residents within development. (play yard shown in green strip in center of parking island becomes useless and ~~not realistic~~.)  
a proper play activity to residential context

\* Use of recreational grant along N. line of site plan for pedestrian walks or bicycle paths, is interrupted by the inlet from river to the marina. Consider providing some sort of pedestrian bridge across the inlet. or alternate route + walk around the marina.

\* the minimum elevation required along the RIVER EASEMENT adjacent to the N. side of Phase I is 115.0 City datum. Any work on the indicated marina shall be in accordance with the approved final plat which provides: "All improvements, changes, or alterations to be made within this easement shall be with the approval of the Flood Control office of the Public Works Dept. of the City of Wichita".

- the indicated club house appears close to the boundary line of Lot 1. Side & rear yard setbacks in the "B" zoning district are 5 and 15 feet respectively, and this matter could be checked to eliminate any problem which might arise at time building permits are requested. BZA variance procedure may be indicated.

9  
any indicated

- according to the U.P.A. plan, buildings more than 3 stories in height shall not be closer than 20 feet to each other, and in no instance less than 20 feet regardless of height.

See  
P&C

- plan shows off-street parking within 35' setback line provided on plat, HOWEVER, the zoning ordinance prohibits parking to occupy the front yard in residential districts. No recourse available through BZA as far as variance of setback for parking purposes only, since BZA has no jurisdiction to vary a platted setback. Amend plat before recording.  
*Alternative in the*

X

- Consider providing landscaped screening between off-street parking and right-of-way line of Central and 77th. ~~if the parking is to be only to the north of the lot, what steps will be needed.~~

RATIFICATION OF PLAT FOR PARK PLAZA FIRST ADDITION

The City of Wichita, a municipal corporation, does hereby ratify the platting of the lands embraced in Park Plaza First Addition, Wichita, Sedgwick County, Kansas, as to any lands therein owned by the City of Wichita.

Executed this ~~22nd~~ day of April, 1969.

THE CITY OF WICHITA, KANSAS

BY Donald K. Enoch  
Donald K. Enoch  
Mayor

ATTEST:

Ralph C. Eberly  
Ralph C. Eberly  
City Clerk

Approved as to form  
John Allden  
city atty.

DECLARATION OF COVENANTS TO  
PROTECT AND MAINTAIN COMMUNITY FACILITIES

THIS DECLARATION made this \_\_\_\_ day of April, 1969, by the URBAN RENEWAL AGENCY OF THE WICHITA, KANSAS, METROPOLITAN AREA ( a body corporate and politic duly organized under the laws of the State of Kansas, acting by its Chairman being thereunto duly authorized) in the County of Sedgwick and the State of Kansas; and KINGSBOROUGH, INC., a corporation organized and existing under the laws of the State of Kansas, hereinafter called the Grantors,

WITNESSETH:

WHEREAS, Grantors are the owners of the real property hereinafter described and are desirous of subjecting said real property to the covenants hereinafter set forth, each and all which is and are for the benefit of said property, and for each owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel or unit thereof, and shall apply to and bind the successors in interest and owner thereof.

NOW, THEREFORE, Grantors hereby declare that the property hereinafter described is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants hereinafter set forth.

The real property which is subject to the covenants set forth herein is described as follows, to-wit:

Block 1, EXCEPT Lot 7 thereof, PARK  
PLAZA FIRST ADDITION to Wichita,  
Sedgwick County, Kansas.

No property other than that described above shall be deemed subject to this Declaration, except that if dwelling units are constructed on Lot 7, or any part thereof, then in that event Lot 7 shall be deemed as included herein.

*OK RAC 4-28-69*  
*OK John Decker 4/28/69*  
*L.H.*

Purpose

The real property covered hereunder shall be subject to these covenants to assure the continuity, maintenance, and protection of landscaped open space, fire lanes, walkways, recreation and entertainment facilities for the use of the owners and occupants of the above-described property, to insure the highest and best development of said property and , in general, provide adequately for high type and quality of improvement in said property. The Grantors or their successors in title shall maintain and protect landscaped open space, walkways, fire lanes, and all recreational and entertainment facilities located within said premises in such a way as to preserve so far as is practicable the natural beauty of said open space , recreational and entertainment facilities; and further, to install and maintain all walkways , driveways, parking facilities, and fire lanes in such a manner as to insure to the community continuity of ingress and egress, all construction to be done in a manner adequate to carry out the intended purpose of these covenants, all for the common benefit of the owners and occupants of the above-described property.

Creation of Property Owners Corporation.

Kingsborough, Inc., its successors and assigns, are charged with the responsibility of providing the basis of the assessments and the responsibility for recovery of said assessment and shall create a Property Owners Corporation at such time as the first unit of construction is complete or at such time as Kingsborough, Inc., or its successors shall first convey any of the property as described herein, which is charged with the continuing responsibility of carrying out the covenants herein. Said Property Owners Corporation shall be a nonprofit corporation formed under the laws of the State of Kansas providing

for the issuance of membership in lieu of stock and limiting membership to one voting membership for each owner of each building site and in addition thereto, one member vote for each dwelling unit to be exercised by the owner only of said dwelling unit.

The assessment for maintenance of outdoor recreational facilities, walkways, fire lanes, and landscaped open space shall be as follows: Said Property Owners Corporation shall annually assess all of the owners of Block 1, except Lot 7, unless said Lot 7 shall contain dwelling units as herein above mentioned, a sum adequate to carry out said provisions in direct ratio to the value of the land owned by each of the owners of said Block 1, as assessed by the County Assessor's Office, for the immediate last past assessable year; but in no event shall said sum exceed the sum of \$\_\_\_\_\_ per acre of open space or land coverage of any of the other facilities mentioned herein provided, however, this sum may be amended by a majority vote of the voting membership of said Property Owners Corporation in the event said sum should prove inadequate or excessive to accomplish the purposes herein set out for any subsequent calendar year, said sum only to be utilized for the purposes set out herein. Said Property Owners Corporation shall on the 1st day of December of each calendar year notify, by statement or other written instrument, the exact amount due by each member of said Property Owners Corporation. In the event said amount due shall remain delinquent for more than one year, the presiding officer of said corporation shall cause litigation to be filed with the Clerk of the District Court of Sedgwick County, Kansas, for the recovery of said sum and shall diligently endeavor to reduce said delinquency to judgment and to cause satisfaction of the judgment. Further, the authority of said Property Owners Association to make said assessments shall cease and terminate to the extent only that any part or all of its functions is superseded by an adequate assignment of the rights, duties, and powers of the Property Owners Association, as a result of the creation of an entity under the statutes of the State of Kansas providing for condominiums.

Duration of Covenants.

From and after the date of the filing of this Declaration of Covenants in the office of the Register of Deeds of Sedgwick County, Kansas, the covenants contained herein shall be binding and effective upon all owners, purchasers, heirs, and assigns of the property covered hereunder for a period of 30 years and automatically shall be continued hereafter for successive periods of 10 years each unless, by vote of the then owners of the majority of the square foot area covered hereunder and by approval of the City Commission of the City of Wichita, Kansas, it is agreed to terminate the restrictions at the end of such period.

Breach of Covenants.

The covenants herein set forth shall run with the land and bind the Grantors and all parties claiming by and through or under them, shall be taken to hold, agree, and covenant with the owners of said building site and all other lands, their successors and assigns, and with each of them to conform to and observe said covenants; but no covenants herein set forth shall be personally binding upon any corporation, person, or persons, except in respect to breaches committed during its, his, or their seisin of or title to said land, and Grantor or the owner or owners of any of the above land shall have the right to sue for and obtain injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observances of the covenants above set forth, and in addition to the ordinary legal action for damages, the failure of Grantor and the owner of any part of Block 1, except Lot 7 thereof unless dwelling units are constructed thereon, hereby bound by said covenants to enforce any of the said covenants herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter.

Invalidation In Part.

Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Urban Renewal Agency of the Wichita, Kansas, Metropolitan Area and Kingsborough, Inc., have executed this Declaration as of the date first above written.

URBAN RENEWAL AGENCY OF THE  
WICHITA, KANSAS, METROPOLITAN AREA

BY \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Kenneth H. Kitchen, Secretary

KINGSBOROUGH, INC.

BY \_\_\_\_\_  
Jack P. DeBoer, President

ATTEST:

\_\_\_\_\_  
Secretary

FLEESON, GOOING, COULSON & KITCH

LAWYERS

1800 WICHITA PLAZA - POST OFFICE BOX 997

WICHITA, KANSAS 67201

AREA CODE 316 AMHERST 7-7361

April 25, 1969

WAYNE COULSON  
PAUL R. KITCH  
DALE H. STUCKY  
DONALD R. NEWBARK  
GERRIT H. WORMHOUDT  
PHILIP KASSEBAUM  
JOHN E. REES  
ROBERT T. CORNWELL  
WILLARD B. THOMPSON  
DAVID W. BUXTON  
JOHN T. CONLEE  
JOHN PRATNER  
RICHARD I. STEPHENSON  
JOHN E. HATSON  
DOUGLAS D. JOHNSON

HOWARD T. FLEESON  
(1898-1957)

HOMER V. GOOING  
RETIRED

HUGO T. WEDELL  
COUNSEL

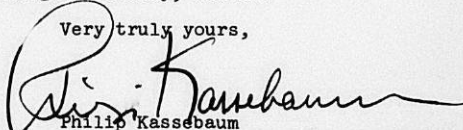
Mr. Robert Lakin  
Wichita Sedgwick County  
Metropolitan Planning Department  
104 South Main  
Wichita, Kansas 67202

Re: Final plat for Park Plaza,  
First Addition

Dear Mr. Lakin:

The Gas Service Company hereby agrees and consents to the vacation, platting and replatting of the Park Plaza "A" Urban Renewal Project, said plat to be known as "Park Plaza First Addition" to the City of Wichita, Sedgwick County, Kansas.

Very truly yours,

  
Philip Kassebaum  
Attorney for The Gas Service Company

JFK:ec  
CC: Starnes Walker, Jr.



EASEMENT GRANTS

KNOW ALL MEN BY THESE PRESENTS, that:

For valuable considerations, the receipt of which is hereby acknowledged, including but not limited to the covenants and agreements of the parties hereto to join in or consent to the replatting of the addition to be known as Park Plaza First Addition to the City of Wichita, Sedgwick County, Kansas, the undersigned parties, for the purpose of establishing the right to continue the undisturbed operation and maintenance of

- (a) the presently existing electric utility underground conduit and conductors in their place and location; and
- (b) the presently existing underground gas utility pipe lines and related surface facilities in their place and location;

both for so long as the same are used, respectively, for such purposes, do hereby give, grant and acknowledge the existence of valid and enforceable easements vested in the following parties, over, upon and through the following areas, and upon the following conditions:

1. To Kansas Gas and Electric Company, a corporation, its successors and assigns, an easement consisting of an area three (3) feet on either side, right and left, of the present location of the existing underground line described as follows:

Beginning at a point which point is on a curve having a radius of 576.62', 191.71' northwesterly on said curve through a central angle of 19° 03' from the southeast corner of Lot 1, Block 3, Park Plaza First Addition. Then north 17.37', then west 36.01'. Also beginning 169.26' south of said point of beginning, then south 190.04', then on an angle to the left 43° 59' 53", 335.30' to a point 23.48' west of the intersection of the west line of Greenway Blvd. and the north line of Second Street, in Park Plaza First Addition to Wichita, Kansas, when finally platted.

If the surface level of the area of this easement is raised at any time in the future for any purpose, Kansas Gas and Electric Company, upon notice to it, and at its expense, will raise the level of its existing manholes, used for access to its electric lines, to the new level of the surface. Kansas Gas and Electric Company shall have the right of access, ingress and egress to said easement area and existing manholes.

2. To The Gas Service Company, a corporation, its successors and assigns, easements for its present underground and surface installations, all in Park Plaza First Addition to the City of Wichita, Kansas, described when finally platted as follows:

- (a) Beginning at a point on the south line of Greenway Blvd. and on the west line of the 16' easement in

Lot 1, Block 3, and Reserve I as platted in Park Plaza First Addition to Wichita, Kansas, thence south 172.73' to the north line of Reserve I, thence eastwardly along the north line of Reserve I to the east line of said easement, thence north along the east line of said easement to the south line of Greenway Boulevard, thence northwest along the south line of Greenway Boulevard to point of beginning.

- (b) Beginning at a point on the north line of Reserve I and on the west line of the 16' easement in Lot 1, Block 3, and Reserve I as platted in Park Plaza First Addition to Wichita, Kansas, thence south 150.15' to the north line of the private easement of The Gas Service Company as recorded in Misc. Book 548, page 220, thence east 16' to the east line of the 16' easement in Lot 1, Block 3, thence north along the east line of said easement to the north line of Reserve I, thence west along the north line of Reserve I to point of beginning.
- (c) Beginning at a point on the north line of Reserve I and on the west line of the 16' easement in Lot 1, Block 3, and Reserve I as platted in Park Plaza First Addition to Wichita, Kansas, thence north 54', thence west 18 1/2', thence south 60' to the north line of Reserve I, thence east along the north line of Reserve I to point of beginning.
- (d) Beginning at a point on the north line of Reserve I and on the west line of the 16' easement in Lot 1, Block 3, and Reserve I as platted in Park Plaza First Addition to Wichita, Kansas, thence south 120', thence west 10', thence north 110', thence west 8 1/2', thence north 4' to the north line of Reserve I, thence east along the north line of Reserve I to point of beginning.

The Gas Service Company shall have the right of access, ingress and egress to said easement area, together with the right of excavation for maintenance or repair to its underground gas lines and installations.

- 3. The respective fee title owners of the property over or through which the above described easements exist or are hereby established do hereby give and grant said easements to the respective utility companies, above named, their successors and assigns, to have and to hold the same for so long as said easements are used for such purposes, recognizing that said easements overlap in some instances.

IN WITNESS WHEREOF, the undersigned parties, by their

duly authorized officers, have caused this instrument to be executed on this 17 day of April, 1969.

ATTEST:  
  
Secretary

THE URBAN RENEWAL AGENCY OF THE WICHITA, KANSAS, METROPOLITAN AREA

By James L. Gardner  
Chairman

ATTEST:

W. M. ...  
Secretary

KANSAS GAS AND ELECTRIC COMPANY

By E. L. Hall  
Vice President

ATTEST:

St. ...  
General Superintendent

THE GAS SERVICE COMPANY

By Bin ...  
Its Attorney

STATE OF KANSAS )  
                          ) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 17 day of April, 1969, before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came James L. Gardner, Chairman of The Urban Renewal Agency of the Wichita, Kansas, Metropolitan Area, an entity duly created under and by virtue of the laws of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of The Urban Renewal Agency of the Wichita, Kansas, Metropolitan Area, for the uses and purposes therein set forth.

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



Judith H. Farris  
Notary Public  
Judith H. Farris

My Commission expires May 10, 1972.

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 17th day of April, 1969, before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came E. S. Hall, Vice President of Kansas Gas and Electric Company, a corporation, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Avis German  
Notary Public

AVIS GERMAN, Notary Public  
Commission expires July 26, 1970

My commission expires July 26, 1970.

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 18th day of April, 1969, before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came Philip Kassebaum, attorney of The Gas Service Company, a corporation, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Edith J. Chapman  
Notary Public

EDITH J. CHAPMAN  
My commission expires July 18, 1972



My commission expires \_\_\_\_\_.

22 April 1969



**PROFESSIONAL  
ENGINEERING  
CONSULTANTS**

HARTWELL, BAXTER,  
BRIDGES,  
HYSOM AND PEUGH  
PROFESSIONAL ASSOC.

File 18-S-709


Wichita-Sedgwick County  
Metropolitan Area Planning Commission  
City Building Annex  
104 South Main Street  
Wichita, Kansas 67202

Gentlemen:

This is to certify that irons have been set at all Block Corners and changes of street alignment in Park Plaza First Addition, Wichita, Sedgwick County, Kansas, as specified by the Subdivision Regulations of the Metropolitan Area Planning Commission.

Very truly yours,

Professional Engineering Consultants

  
Charles J. Freund, P. E.  
Chief Civil Engineer

10



1440 EAST ENGLISH  
WICHITA, KANSAS 67211  
(316) 262-2691

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number	67-65	Name	PARK PLAZA FIRST ADDITION
Application Filed:	2-10-69 (ZEV)	Sketch Filed:	7-17-67
Preliminary Plat Filed:	9-28-67	Approved by S/D:	2-20-69
Final Plat Filed:	4-3-69	Approved by S/D:	4-3-69
Approved by Metropolitan Area Planning Commission:			4-10-69

DESCRIPTION

General Location: An area bounded by 2nd and Murdock and by Little Arkansas River and Water

Surveyor or Engineer: Professional Engineering Consultants  
Owner: Urban Renewal Agency  
Address: 202 Central Building

- |                          |               |                                     |
|--------------------------|---------------|-------------------------------------|
| 1. Gross Acreage of Plat | 78.1          | 5. Lineal Feet of New Streets:      |
| 2. Number of Lots:       |               | a. 120 R/W 3,965 ft.                |
| Residential              | 7             | b. 110 R/W 1,360 ft.                |
| Commercial               | 2             | c. 86.1 R/W 530 ft.                 |
| Industrial               | 3             | d. R/W ft.                          |
| Other                    | 9             | e. R/W ft.                          |
| Total Number of Lots:    | 21            | TOTAL 5,855 ft.                     |
| 3. Minimum Lot Frontage: | 57 ft.        | 6. Existing Zoning: "A", "B", "BB", |
| 4. Minimum Lot Area      | 10,740 sq.ft. | "LC", "C" & "E"                     |

NOTE: This plat has been placed on the Manager's Agenda at the request of the Urban Renewal Agency.

Planning Commission Recommendation:

BLEDSON moved and SOUDERS seconded that the Planning Commission recommend to the City Commission that this plat be approved, subject to the following:

(See attached sheet.)

Vote of Planning Commission: Unanimous

ACTION: Approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign, and instruct the Planning Department to withhold releasing of the plat tracing for recording until such time as all conditions have been complied with.

S/D 67-65 - Final Plat of Park Plaza First Addition

CONDITIONS OF APPROVAL

1. Provide for the installation of a barrier at the east line of Reserve E to deadend Third Street. (Have satisfied.)
2. The applicant shall install or guarantee the installation for the paving of a cul-de-sac at the north end of Riverview, immediately south of subject plat. (Have satisfied.)

OK The applicant shall arrange for the installation and/or relocation of existing utilities to serve all of subject property. (In regard to the services from Bell Telephone, Kansas Gas and Electric, and Gas Service Company, the applicant shall obtain letters from said companies stating that satisfactory arrangements have been made, copies of which shall be submitted to the Planning Department.)

SWB - OK  
K&GE - OK  
GAS - OK

4. The applicant shall install or guarantee the installation of City water and sanitary sewer, and for the paving of, and sidewalks adjacent to, Nims, Greenway, Central, Waco, and Murdock as contained within the final plat. A waiver of standard type guarantee is recommended in lieu thereof, a letter from the Urban Renewal Agency shall be submitted stating they accept responsibility for installation of these improvements. (Have satisfied.)

Covenants & Agreements Letter } 5. The applicant shall submit an instrument providing for the continuity relationships, and maintenance provisions of internal circulation (both pedestrian and vehicular), open space and other common facilities, and for fire protection within the plat. In addition, a letter of agreement between the Director of the Urban Renewal Agency and the Metropolitan Area Planning Department shall be entered into whereby the URA is obligated to furnish copies of site plans submitted by the developer to the Urban Renewal Agency, and the Director of Planning is obligated to submit such site plan to the Utility Advisory Committee of the Subdivision Committee of the Planning Commission for comment and review. OK

OK It will be necessary that all needed distances, bearings, and/or angles as requested by the Engineering and Maintenance Divisions of the Department of Public Works, be included on the final plat tracing. ENG. - OK  
MAINT. - OK

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

ALSO NEEDED:

- OK Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
  - OK Certification by an attorney that fee title is vested in the plattor.
  - OK Certification that all taxes due and payable have been paid.
  - OK Certification that the irons have been set as required by the Subdivision Rules and Regulations of the Metropolitan Area Planning Commission.
-

TO: CITY OF WICHITA, A MUNICIPAL CORPORATION

COMMITMENT FOR TITLE INSURANCE

Issued by

**THE COLUMBIAN TITLE AND TRUST COMPANY**

110 WEST SIXTH AVENUE

TOPEKA, KANSAS

PHONE Central 2-0518

The Columbian Title and Trust Company, a Kansas corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate sixty days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, The Columbian Title and Trust Company has caused its corporate name and seal to be hereunto affixed on the date shown in Schedule A to become effective when countersigned by either a Vice President, Assistant Vice President, Treasurer, Assistant Secretary or Validating Agent.

THE COLUMBIAN TITLE AND TRUST COMPANY



*John W. Dugan*  
President

COUNTERSIGNED:  
By *[Signature]*  
Vice President, Title Company, Inc.

Attest:

*Dan L. O'Brien*  
Secretary

SCHEDULE A

1. Effective date: April 17, 1969; 7:00 A.M.
2. Policy or Policies to be issued:

- |   | Amount                     |
|---|----------------------------|
| (a) <input checked="" type="checkbox"/> Owner's Policy (ALTA, Standard form B-1962) .....                     | \$ <u>To Be Determined</u> |
| Proposed Insured: <u>The Urban Renewal Agency of Wichita, Kansas Metropolitan Area, a Public Corporation.</u> |                            |
| (b) <input type="checkbox"/> Loan Policy (ALTA Standard Loan form, Revised Coverage-1962) .....               | \$ _____                   |
| Proposed Insured:   |                            |

3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple ..... and as of the effective date hereof vested in: The Urban Renewal Agency of Wichita, Kansas, Metropolitan Area, a Public Corporation; The City of Wichita, a Municipal Corporation; The Kansas Gas and Electric Company.
4. The land referred to in this Commitment is described as follows:


"See Schedule "A", Exhibit "A" Paragraph "4" Attached"

# Schedule "A", Exhibit "A"

## PARK PLAZA FIRST ADDITION Wichita, Sedgwick County, Kansas


STATE OF KANSAS            )  
                                  ) S.S.  
COUNTY OF SEDGWICK      )

I, Charles J. Freund, a licensed professional engineer in the State of Kansas do hereby certify that I have caused to be surveyed and platted a tract of land in Sections 17 and 20, Township 27 South, Range 1 East of the 6th Principal Meridian, Sedgwick County, Kansas, into lots, blocks, reserves, avenues, a boulevard and streets, to be known as "PARK PLAZA FIRST ADDITION", Wichita, Sedgwick County, Kansas, the same being a replat of Shuman's Addition, Lakeside Agreement, Lakeside Addition, a part of Munger's Plat of the Original Town; Stephen's Addition; Millard's Subdivision of Part of Stephen's Addition; Stewart & Burns Subdivision of Harris Addition, except lot 11 and the North-South alley adjacent to the West line of lot 11; a part of Waco Avenue Addition, and a part of Waterman's Addition to Waterman's Addition, all in Wichita, Sedgwick County, Kansas, and that the accompanying plat is a true and correct exhibit of said survey, more particularly described as follows: Beginning at a point on the North line of the Northwest Quarter of Section 20, Township 27 South, Range 1 East of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas, said point being 1183.9 feet West of the Northeast Corner of said Northwest 1/4 and said point also being the centerline intersection of Central Avenue and Nims Street as platted in Shuman's Addition; thence bearing N 90° 0'0" W along the North line of said Section 20, a distance of 725 feet, more or less, to the centerline of the Little Arkansas River; thence Southeasterly along the centerline of the Little Arkansas River, to a point on the North line of the Dam owned and maintained by Kansas Gas and Electric Company; thence bearing N 87°05'14" W along the North line of said Dam a distance of 145 feet, to the West end of said Dam; thence bearing N 42°05'14" W, a distance 21.00 feet to a pi in retaining wall; thence bearing S 47°54'46" W, a distance of 13.87 feet; thence bearing S, 12°13'57" W, a distance of 42.23 feet; thence bearing S 42°05'14" E, a distance of 13.97 feet; thence bearing N 47°54'46" E, a distance of 23.50 feet; thence bearing S 87°05'14" E along South edge of said Dam a distance of 167 feet; thence bearing S 76°46'55" E, along the South edge of said Dam a distance of 113.6 feet; thence bearing S 89°48'20" E, along the South edge of said Dam a distance of 103 feet to the Southeast corner thereof said South-East corner of Dam also being 77.93 feet East and 114.16 feet South of the centerline intersection of Nims and Third Streets as platted in Millard's Subdivision of part of Stephen's Addition; meas at 90° to L of said Third St.; thence continuing on a bearing S 89°48'20" E, a dist. of 22.11 feet to the mean high bank of the Arkansas

  
Title  
Company,  
Inc.



River; thence bearing S 65°29'50" E, along the mean high bank of the Arkansas River a dist. of 485.11 feet; thence bearing S 69°05'07" E, along the mean high bank of the Arkansas River a dist of 259.05 feet; thence bearing S 52°46'47" E, along the mean high bank of the Arkansas River a dist of 348.83 feet to its intersection with the West line of Sherman as platted in Waterman's Addition to Waterman's Addition; thence bearing S 46°15'20" E, a distance of 26.33 feet to the North line of Second Street as platted in Stewart and Burns Subdivision of Harris Addition; thence bearing N 90°0'0" E, along the North line of said Second Street a distance of 385.47 feet to its intersection with the West line of Riverview Avenue as platted in Stewart & Burns Subdivision of Harris Addition, thence bearing N 0°06'45" E, along the West line of Riverview Avenue as platted in said Stewart & Burns Subdivision, a distance of 321.16 feet to a point, said point being the Southeast corner of Lot 11 of said Stewart & Burns Subdivision; thence bearing N 89°51'15" W, a distance of 171.96 feet, along the South line and extended South line of said Lot 11 to its intersection with the West line of the North-South alley lying West of said Riverview Avenue; thence bearing N 0°06'45" E, along the West line of the North-South alley West of Riverview a distance of 650.19 feet; thence bearing N 23°03'00" E a distance of 10.78 feet, to a point on the North line of the East-West alley between Lots 55 and 57 on Riverview Avenue as platted in Waterman's Addition to Waterman's Addition; thence bearing S 89°58'39" E along the North line of the East-West alley between said Lots 55 and 57, a distance of 167.80 feet to the West line of Riverview Avenue as platted in said Waterman's Addition; thence bearing N 0°06'45" E, along the West line of said Riverview Avenue a distance of 211.49 feet to a point on a curve to the right; thence Northeasterly on said curve to the right having a radius of 434.72 feet and through a central angle of 33°29'57" a distance of 254.17 feet to the P.T. of said curve, said curve passes through the West line of Lot 1 Waco Avenue Addition at a point 34.63 feet South of the Northwest corner of said Lot 1, the P.T. of said curve being the Northwest corner of Lot 7 in Waco Avenue Addition; thence bearing N 0°0'0" E a distance of 80.00 feet to the North line of Central Avenue as platted in Lakeside Addition; thence bearing N 90°0'0" E along the North line of Central Avenue as platted in Lakeside Addition and Munger's plat of the Original Town, a distance of 523.77 feet to the West line of Wichita Street as platted in Munger's Plat of the Original Town; thence bearing N 0°32'00" E along the West line of said Wichita Street, a distance of 1064.94 feet to a point on the East line of Lot 69 on Wichita Street in Munger's Plat of the Original Town, said point being 3.75 feet South of the Northeast corner of said Lot 69; thence bearing N 89°58'00" W along a line 3.75 feet South of and parallel to the North line of said Lot 69, a distance of 30.00 feet; thence bearing N 11°44'27" W, a distance of 164.63 feet to a point on

  
Title  
Company,  
Inc.



the South line of Lot 83 on Wichita Street in Munger's Plat of the Original Town, said point being 65 feet West of the Southeast corner of said Lot 83; thence bearing N 25°05'27" W, a distance of 154.84 feet to a point on the West line of Lot 93 on Wichita Street in Munger's Plat of the Original Town, said point being 9.00 feet North of the Southwest corner of said Lot 93; thence bearing N 0°32'00" E a distance of 43.47 feet to the Northwest corner of Lot 95 on Wichita Street in Munger's Plat of the Original Town; thence bearing N 0°32'00" E, a distance of 75.00 feet to the Southwest corner of Lot 97 on Wichita Street in Munger's Plat of the Original Town; thence bearing N 89°58'00" W, a distance of 20.00 feet to the Southeast corner of Lot 86 on Waco Avenue in Munger's Plat of the Original Town; thence bearing N 0°32'00" E a distance of 120.00 feet, to the Northeast corner of Lot 92 on Waco Avenue in Munger's Plat of the Original Town; thence bearing N 89°58'00" W, along the North line and the extension of the North line of said Lot 92, a distance of 172.00 feet, to their intersection with the centerline of Waco Avenue as platted in Munger's Plat of the Original Town; thence bearing S 0°32'00" W along the centerline of said Waco Avenue a dist. of 157.50 feet to its intersection with the centerline of Murdock Ave. as platted in Munger's Plat of the Original Town; thence bearing N 89°58'00" W, along the centerline of said Murdock Ave, a dist. of 219.59 feet to the edge of Water of the Little Arkansas River owned by the City of Wichita; thence bearing S 0°32'00" W, along said edge of water a dist of 40.00 feet, thence bearing S 5°40'40" W, a dist of 89.28 feet; thence bearing S 11°03'15" W, a dist of 203.75 feet; thence bearing S 22°57'45" W, a dist of 210.29 feet; thence bearing S 42°12'00" W, a dist of 148.00 feet; thence bearing S 48°40'55" W, a dist of 222.44 feet; thence bearing S 57°42'15" W, a dist of 142.00 feet; thence bearing S 62°34'00" W, a distance of 139.45 feet; thence bearing S 59°34'45" W, a distance of 96.13 feet; thence bearing S 65°33'15" W, a distance of 96.13 feet; thence bearing S 70°13'50" W, a distance of 153.25 feet; thence bearing S 77°35'10" W, a distance of 146.35 feet; thence bearing S 80°14'30" W, a distance of 203.60 feet; thence bearing S 81°24'30" W, a distance of 117.95 feet; thence bearing N 88°07'00" W, a distance of 315.77 feet; thence bearing N 90°0'0" W, a distance of 50 feet to a point on the centerline of Nims Street as platted in Shuman's Addition thence bearing S 0°10'30" W, along the centerline of said Nims Street, a distance of 354.95 feet to the point of beginning. Also beginning at a point 1218.14 feet East and 535.0 feet North of the Southwest corner of the Southeast Quarter of Section 17, Township 27 South, Range 1 East of the 6th Principal Meridian, Wichita, Sedgwick County, Kansas, said point being the Southwest corner of Lot 34 on Wichita Street in Munger's Plat of the Original Town; thence bearing N 0°32'00" E, along the East line of Wichita Street, a distance of 652.39 feet,



Wichita

Waco

etc.



to the Northwest corner of Lot 76 on Wichita Street in Munger's Plat of the Original Town; thence bearing S 89°58'00" E, along the North line of said Lot 76, a distance of 132 feet to the Northeast corner of said Lot 76; thence bearing S 0°32'10" W, along the West line of the North-South alley between Wichita and Water Streets in Munger's Plat of the Original Town, a distance of 652.39 feet to the Southeast corner of Lot 34 on Wichita Street in Munger's Plat of the Original Town; thence bearing N 89°58'00" W, along the South line of said Lot 34, a distance of 132 feet to the point of beginning. Also beginning at a point on the West line of the South-East 1/4 of said Section 17, said point being 465 feet North of the South-West corner of the South-East 1/4 of said Section 17, said point of beginning also being the intersection of the West line of the South-East 1/4 of said Section 17 with the extension of the North line of Lot 10 on Sherman in Lakeside Addition; thence North on the West line of the South-East 1/4 of said Section 17 to the middle of the Little Arkansas River then Northeasterly along the centerline of the Little Arkansas River to its intersection with the extended West line of River Street; thence South on the West line of River Street to the South line of Elm Street as platted in Lakeside Addition; thence West to the point of beginning.

Charles J. Freund  
Kansas #2802

Know all men by these presents that we the following named property owners have caused the land described in the Engineers Certificate to be platted into lots, blocks, reserves, avenues, a boulevard and streets to be known as "PARK PLAZA FIRST ADDITION", Wichita, Sedgwick County, Kansas.

Kansas Gas and Electric Company a corporation by E. S. Hall, Vice President, owner of Reserve A Stephen's Addition except that part conveyed in Deed Book 1476, Page 553 in the office of the Register of Deeds of Sedgwick County, Kansas, and Reserve C and B of Waterman's Addition to Waterman's Addition except that part conveyed in Deed Book 1476, Page 553 at the office of the Register of Deeds of Sedgwick County, Kansas; and that Tract conveyed in Deed Book 1477, Page 14, platted as Lot 1 Block 3 Park Plaza First Addition.

The Urban Renewal Agency of the Wichita, Kansas Metropolitan Area by James L. Gardner, Chairman, owner of the property described in the Engineers Certificate, except that property hereinbefore described as belonging to Kansas Gas and Electric Company.



The easements, as indicated for the construction and maintenance of utilities, are hereby granted. The streets, avenues and boulevard are hereby dedicated to and for the use of the public.

Reserves A and B, as indicated, are hereby reserved for limited access highway and as interim park and open space or off-street parking. Reserves C, D, E, F, and I, as indicated, are hereby reserved for public open space and/or limited access highway. Reserves G and H, as indicated are hereby reserved as public open space. Reserve J, as indicated is hereby dedicated to the City of Wichita.

All abutters rights of access, as indicated, to and from Nims Street, Central Avenue, Waco Avenue, and Murdock Avenue, over and across the West, South, East and North lines of Block 1 are hereby granted to the City of Wichita, provided however, that Lot 1, Block 1 shall have access to and from Nims Street at one location, and that Lot 2, Block 1 shall have access to and from Central Avenue at two locations and that Lot 6-A, Block 1, shall have access to and from Central Avenue at one location, and that Lot 6-B shall have access to and from Central Avenue at one location, and that Lot 4, Block 1 shall have access to and from Waco Avenue at one location, and that Lot 5, Block 1 shall have access to and from Waco Avenue at one location, and that Lot 7, Block 1 shall have access to and from Waco Avenue and Murdock Avenue at one location each, all to be designated by the City Engineer of the City of Wichita. All abutters rights of access, as indicated, to and from Central Avenue over and across the North line of Lot 1, Block 3, are hereby granted to the City of Wichita, provided, however, that Lot 1, Block 3 shall have access to and from Central Avenue at two locations, to be designated by the City Engineer of the City of Wichita. All abutters rights of access, as indicated, to and from Waco Avenue and Murdock Avenue, over and across the West line and all except the East 10 feet of the South line of Lot 1, Block 2 are granted to the City of Wichita, provided, however, that Lot 1, Block 2 shall have access to and from Waco Avenue at one location, to be designated by the City Engineer of the City of Wichita. All abutters rights of access, as indicated, to and from Greenway Boulevard over and across the East line of Reserves I and H and the West line of Reserves F and G, are hereby granted to the City of Wichita, provided, however, that Reserves G and H shall have access to and from Greenway Boulevard at two locations each, to be designated by the City Engineer of the City of Wichita.

A River Easement along the Southwesterly side of Block 3, and Reserves H and I for Bank maintenance, Flood



Wichita  
Title  
Company  
Inc.



Control, River Beautification and Recreation purposes, reserving all other rights accruing to the owners of Block 3, Reserves H and I, is hereby granted to the City of Wichita. The aforesaid recreational grant is under the control of the Board of Park Commissioners, of the City of Wichita for pedestrian and bicycle paths, rest areas and fishing (From Bank).

A River esmt. for drainage, bank maintenance, flood control and river beautification purposes, with a minimum established elevation of 115.0 city datum, along the north side of Block 1 is hereby granted to the City of Wichita. All improvements, changes, or alterations to be made within this easement shall be with the approval of the Flood Control office of the Public Works Department of the City of Wichita. The recreational grant is under the control of the Board of Park Commissioners of the City of Wichita for pedestrians, except along Lot 7.

KANSAS GAS AND ELECTRIC COMPANY  
By E. S. Hall, Vice President

Attest: W. B. Walker,  
Secretary

THE URBAN RENEWAL AGENCY OF THE WICHITA, KANSAS  
METROPOLITAN AREA

By James L. Gardner, Chairman

Attest: Kenneth H. Kitchen,  
Secretary

Ack'd \_\_\_\_\_, by E. S. Hall, Vice President of  
Kansas Gas and Electric Company, a corporation, for and on  
behalf of, and as the act and deed of said corporation,  
before

Ack'd \_\_\_\_\_, by James L. Gardner, Chairman of the  
Urban Renewal Agency of the Wichita, Kansas Metropolitan Area,  
a public corporation, for and on behalf of, and as the act  
and deed of said public corporation, before

Entered on Transfer Record this ---- Day of \_\_\_\_\_, 1969.

Marie Warden, County Clerk

This is to certify that this instrument was filed for  
record in the Register of Deeds office at \_\_\_\_\_ on the \_\_\_\_\_ day  
of \_\_\_\_\_ 1969.

John Hale, Register of Deeds.  
Pearl B. Gilbert, Deputy.

Fidelity  
Title  
Company,  
Inc.



THE COLUMBIAN TITLE AND TRUST COMPANY  
COMMITMENT FOR TITLE INSURANCE

Y-4200-A

SCHEDULE "B"

EXHIBIT "B"

REQUIREMENTS

- (A.) Subject to satisfactory completion of presently filed and/or to be required and filed, condemnation cases and/or Quiet Title Cases having been and to be brought by the Urban Renewal Agency. The satisfactory completion of the presently filed cases on the part of the Authority and certain one or more condemnation cases and/or Quiet Title Cases is a requirement in order to extinguish certain other claims or possibilities of claims of innumerable parties not heretofore listed who may claim some right, or interest in or to portions of the fee encompassed by the total description of the proposed plat.
- (B.) All taxes pertaining to all but K.G. & E. have been paid by Urban Renewal Agency. K.G. & E. owns a portion of the lands covered by proposed plat which have been paid except second half of 1968; not due until June 20, 1969. It is believed that special action of taxing authorities will permit the plat to be accepted.
- (C.) The City of Wichita, a Municipal Corporation, must satisfactorily ratify the proposed Plat inasmuch as it owns several small irregular portions of the fee.

## SCHEDULE B

Y-4200-A

1. The following are the requirements to be complied with:

"See Schedule "B", Exhibit "B" attached hereto and made a part of of this Binder"

11. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. General Taxes for all of the year 19.69, and all subsequent years, and special assessments due or payable therewith. (See Item 1-B, Schedule "B" hereinabove).
3. Rights of parties in possession not shown of record, and questions of boundary, location of improvements or any state of facts dependent on actual survey for determination.
4. Instruments filed under provisions of the Uniform Commercial Code which do not specifically describe the real estate by the legal description set forth in Schedule A, vendor's liens or unpaid bills for any heating, cooling, lighting, refrigeration or other equipment in or on said premises.
5. Mechanics Liens if any not shown of record.
6. Any Restrictive Covenants to be imposed at the time or subsequent to the recordation of the proposed plat Park Plaza First Addition.
7. All easements, streets, right of ways, private easements, access control, provided for and/or dedicated in the above sited proposed plat.
8. In absence of appropriate proof, or release, or Quit Claim Deed, this Commitment excepts for any right, claim, title or interest that may now or in the future repose in the State of Kansas and/or The United States of America in and to the navigable river aspects of the lands encompassed within the proposed plat lying adjacent to Lot 1, Block 3, the body of water denoted as the Little Arkansas River, which had earlier been designated as "Arkansas River".
9. The North Boundary of the river easement as shown on the proposed plat as part of Lot 1, 3, 4, 5, and 7, Block 1, must be the edge of the water of the Little Arkansas River. The proposed plat, by itself, does not clearly make this limitation. This Binder and any resulting Policy issued pursuant thereto would have to so delimit the title.

AGREEMENT FOR RELOCATION, REMOVAL  
OR READJUSTMENT  
OF ELECTRIC UTILITY FACILITIES

THIS AGREEMENT, entered into and executed as of this  
17 day of April, 1969, by and between THE URBAN RENEWAL  
AGENCY OF THE WICHITA, KANSAS, METROPOLITAN AREA (hereinafter referred  
to as "Agency") and KANSAS GAS AND ELECTRIC COMPANY, a corporation  
organized under the laws of the State of West Virginia, and author-  
ized to conduct an electric utility business in the State of Kansas  
(hereinafter referred to as "Utility").

WITNESSETH: That,

WHEREAS, the Agency is in the process of execution and  
performance of an Urban Renewal Project, commonly referred to as  
Park Plaza "A", Project No. Kansas R-17, hereinafter referred to as  
the "Project", the area included thereunder being further identified  
and delineated on the "Property Map" which is attached hereto marked  
Exhibit "A" and incorporated by reference herein; and

WHEREAS, the execution and performance of said Project  
requires location, relocation, removal or readjustment of certain  
facilities and services of the Utility now existing in said Project  
Area; and

WHEREAS, the Agency has caused to be prepared a document  
entitled, Electric Systems Report, Park Plaza "A", dated February 19,  
1969, as supplemented and amended, March 31, 1969, prepared by  
G. J. Henderson, Electrical Engineer, both of which are attached  
hereto marked Exhibit "B" and incorporated herein by reference for  
the sole purpose of setting out in full the necessary relocation,  
rearrangement and readjustment of the property of the Utility, which,  
together with removals, constitutes the scope of the work to be  
performed under this Agreement; and

WHEREAS, both the Agency and the Utility are desirous of completing the work to be performed under this Agreement in an expeditious manner.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the Agency and the Utility hereby agree as follows:

1. The Utility agrees that it will forthwith commence and/or continue to perform the work contemplated by this Agreement for the removal, relocation, or readjustment of its facilities.
2. The Agency agrees to pay to the Utility the fair and reasonable cost of removing, relocating, or readjusting its facilities, to be determined as follows:
  - (a) For installations of the Utility, which are to be removed from the Project area and not replaced or relocated, the compensation to the Utility shall be the cost of removal less any salvage value in the materials removed.
  - (b) For work and materials used to rebuild and beautify overhead lines that remain overhead, the compensation to the Utility shall be the installed cost thereof, less net salvage, if any.
  - (c) For overhead lines to be removed and relocated underground, the compensation to the Utility shall be computed on the basis of
    - (i) The cost of construction of the new lines (or line or lines of equal kva capacity), plus
    - (ii) Removal costs of the old line or lines, less

- (iii) Salvage of materials from old line or lines, and less
- (iv) Accrued depreciation on old line or lines, as shown by the Utility records, calculated as of March 27, 1969, to be \$34,068.00.
- (d) No betterment for increased capacity is contemplated, but if additional capacity is designed into the new lines, an appropriate credit for the additional cost of the betterment shall be allowed.
- (e) For 69 kv lines to be relocated underground, the cost of terminal facilities (located at each end of each underground 69 kv line) shall be divided or charged equally between the Agency and the Utility; and the balance of the costs of the whole underground line shall be prorated between the Agency and the Utility on the basis the lineal feet of cable inside Park Plaza "A" bears to the total length of the underground.
- (f) "Cost" or "installed cost" means the total cost of labor, materials, equipment charges, contract costs, temporary installations to provide uninterrupted service, changes in design or construction requested by the Agency, engineering and overheads customarily capitalized by the Utility under Federal Power Commission and Kansas State Corporation Commission accounting.
- (g) The estimates of G. J. Henderson shall not be considered in any way as a limitation on the total cost of the proposed removal, relocation or readjustment of the Utility's facilities.

(h) The Agency shall have the right to examine the books and records of the Utility, at all reasonable times, for the purpose of verifying the cost of removal, relocation, or readjustment of the Utility's facilities.

3. The Utility agrees to bill the Agency periodically, not more often than monthly, for its costs resulting from the proposed relocation, removal or readjustment of its facilities pursuant to and in accordance with the provisions of this Agreement. The Agency agrees to pay such costs to the Utility within thirty (30) days after each such bill is mailed to the Agency. If the bills, so rendered from time to time, are not paid within the time above provided, or if a dispute develops with regard to any such bill, the Utility may cease or delay the performance of this Agreement until the bill is paid or the dispute resolved. Continuation of work by the Utility after the Agency's failure to pay any bill shall not constitute a waiver of its right to cease work or delay the completion of the work contemplated by this Agreement.
4. In order to maintain uninterrupted electric service, the present installations of the Utility, except such as are to be temporarily relocated overhead pursuant to temporary easements granted by the Agency for that purpose, are to remain in place until the new lines are completed and ready for use. If the Agency delivers possession or conveys all or any part of Park Plaza "A" to the now selected Developer, Kingsborough, Inc., a corporation, before granting to the Utility temporary easements for the location of temporary overhead lines, the Utility may negotiate with and acquire such easements from said Developer; and it is understood and agreed that the cost of installing and removing such temporary overhead lines, if any, shall be a part of the "cost" referred to in subparagraph 2(f) above in order to maintain uninterrupted service.

5. Delays or noncompletion resulting from nonpayment of periodic bills, storms, floods, lightning, earthquake, fire, explosion, failure of apparatus or equipment, accidental damaging of facilities upon which performance is dependent, failure of manufacturers to make scheduled deliveries of equipment, acts of a public enemy, sabotage, civil disturbance, labor dispute, strike, impact of war or mobilization, national emergency, order of a court or by public authority, or other causes beyond the control of the Utility shall not be considered as a default in respect to any obligation imposed upon it hereunder.
6. The Utility agrees to coordinate the location, relocation, removal and readjustment of its facilities with the construction of Agency's site improvements within the project; and agrees to cooperate with the Agency's contractors with respect to the construction of facilities within street rights-of-way which are or will be in the process of being graded and paved.
7. The Agency agrees to provide the Utility with reasonable notice and grade levels of streets which are to be paved, in order that the Utility may make adjustments and installations of its facilities within the rights-of-way.
8. It is expressly agreed that in undertaking and performing the location, relocation, removal or readjustment of its facilities and services hereunder, the Utility is acting only and solely on its own behalf; and neither the Utility nor anyone used or employed by the Utility shall be deemed for any purpose to be the agent, servant, employee, representative, or contractor of the Agency in the performance of such work and services or any part thereof, or in any matter dealt with herein, and the

Agency shall have no direction or control of the Utility, or its employees, agents, servants, or contractors except in the results to be obtained by the Utility in performing this Agreement.

9. The Utility expressly agrees to indemnify and hold harmless the Agency and the City of Wichita, Kansas, and their agents, servants or employees from any claims for damages arising out of or resulting from any work undertaken or performed hereunder by the Utility.

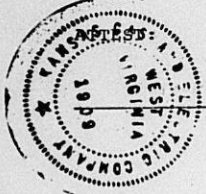
10. The Utility hereby agrees and consents to the vacation, plating and replating of the Park Plaza "A" Urban Renewal Project, said plat to be known as "Park Plaza First Addition" to the City of Wichita, Sedgwick County, Kansas.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

ATTEST:  
  
Kenneth H. Kibben, Secretary

"Agency"  
URBAN RENEWAL AGENCY OF THE WICHITA,  
KANSAS, METROPOLITAN AREA ✓

By James L. Gardner  
James L. Gardner  
Chairman

  
E. S. Hall  
Secretary

KANSAS GAS AND ELECTRIC COMPANY ✓

By E. S. Hall  
E. S. Hall  
Vice President - Operations



**G. J. HENDERSON**  
ELECTRICAL ENGINEERING  
4401 AUBURN                      PHONE SH 4-2242  
WICHITA, KANSAS 67220

March 31, 1969

Mr. Kenneth H. Kitchen, Secretary  
The Urban Renewal Agency of the  
Wichita, Kansas Metropolitan Area  
202 Central Building  
Wichita, Kansas

RE: Project No. R-17  
Park Plaza 'A'  
Wichita, Kansas

Dear Mr. Kitchen,

Attached hereto are revised pages, Exhibit A, and Appendix Z to Exhibit A, dated March 31, 1969, to a report prepared by this office on February 19, 1969. It was later discovered the original report sections were in error due to an improper map scale, on which the 69KV Mead line calculations were based. Also, an error was made in applying the amount due the Utility company for increased revenue producing capability.

The attached revised report pages reflect corrected values, and these pages should be inserted in all copies of the report as replacement pages.

Very Truly Yours,

  
G. J. HENDERSON  
Electrical Engineering

GJE/olm  
Enclosure

EXHIBIT "B"

**G. J. HENDERSON**  
ELECTRICAL ENGINEERING  
4401 AUBURN                      PHONE SH 4-2242  
WICHITA, KANSAS 67220

February 19, 1969

Mr. Kenneth H. Kitchen, Secretary  
The Urban Renewal Agency of the  
Wichita, Kansas Metropolitan Area  
Wichita, Kansas

Re: Project No. R-17  
Park Plaza 'A'  
Wichita, Kansas

Dear Mr. Kitchen,

Attached hereto is a report on the electrical systems owned and operated by EG&E The Electric Company in the Park Plaza 'A' project area. The report describes the existing systems and an analysis of removal costs and salvage values for them. Included in the report are estimated replacement costs for these systems and approximate routes of the new systems. A total net estimated cost for replacement of the systems is given.

Criteria for arrival at the total net cost is as follows:

1. Utility Company credits
  - A. Cost of removal of existing systems
  - B. Cost of new systems, representing relocation or replacement of existing systems
2. Urban Renewal Agency credits
  - A. Salvage value of removed systems
  - B. That portion of the new systems representing increased revenue producing capability

Figures shown in the report are the best available estimates of current prices, and are subject to some variance as time passes. The figure most subject to this is the salvage value of the copper conductors removed. Prices vary daily and are also subject to the amount brought in at the time of sale. They should, however, remain relatively close to the value used in this report, under current economic conditions.

Exhibit D shows relative locations of existing 4KV, 12KV and 69KV circuits in the area requiring changes that have been evaluated in this report. Appendix 1 to exhibit D are representative pictures of the type of construction used in the existing circuitry. The pictures as reproduced are not high quality, but do indicate the scope of the existing circuits. The actual Polaroid picture, including several others, are in my files, as I used them primarily for reference during preparation of this report.

Existing 4KV circuits shown on the map leave the Wichita Plant via underground duct banks, and the individual circuits then rise up on poles, where they continue as aerial circuits throughout the project area. The existing 4KV switchgear controlling these circuits is located within the Wichita Plant Generating Station structure.

Existing 12KV circuits generally run from the 12KV switchgear located to the east of the generating facility, via aerial conductors throughout the area.

The existing 69KV circuits are all aerial, and are passing through the area on single pole structures. Circuits effecting river crossings leave the area on steel towers. Steel towers are also used at the 69KV switchyard.

The Utility Company has, where possible and practical, used common pole structures for the support of more than one circuit of a given system, or a combination of circuits from the various systems. As an example, Exhibit D shows lines running north from Central Avenue, to the west of and parallel to Wichita Street, and circuits 1218, 403 and 415 are carried jointly on a common pole system. Similarly, along the west portion of the area, circuit 1202 is carried on the pole structure with the 69KV 17th Street Substation circuit.

Shown in the lower right hand corner of Exhibit D is a line diagram representing the new circuiting proposed by the Utility Company to replace the existing 4KV and 12KV circuits. It is on this basis that credits to the Urban Renewal Agency representing the increased revenue producing capability was calculated. Similar calculations for the Mead Substation circuit are on this basis.

Since the Utility company is constantly repairing and maintaining their system circuits in order to provide as much as possible uninterrupted power to their customers, the condition of the lines at any given time might be different than at any other time. When any circuit is removed from its location, it no longer exists as a unit, but then becomes individual items which have various values at the time of removal. As a result, I have been unable to apply any sort of factor to the net values given in Exhibit A, representing any remaining line unit value after depreciation. I have applied salvage values to the items removed, in accordance with criteria listed above.

Elements of this report include:

- Exhibit A - Summary of estimated value of work required in Project area.
- Appendix 1 to Exhibit A - Installed costs - new 12KV circuits.
- Appendix 2 to Exhibit A - Installed costs, new- and revised 69KV circuits.
- Exhibit B - Cost for removal of existing lines.
- Exhibit C - Summary of salvage values of existing items removed.

-3-

Appendix 1 to Exhibit C - Summary of existing circuits to be removed  
(in two pages)


Exhibit D - Area map of Park Plaza A, showing approximate locations of  
existing and proposed circuits.

Appendix 1 to Exhibit D - Photocopy of polaroid pictures taken during  
survey work, and used by this office, for reference during prepa-  
ration of the report.

In developing the report, I have consulted with various personnel of the  
Utility Company to determine existing conditions, and to receive a resume of  
the proposed replacement circuits.

I believe the attached exhibits represents the scope of services outlined  
in the Memorandum of Agreement dated 3 February 1969 between your office and  
myself. I will be happy to meet with your personnel at a mutually convenient  
time to explain the report if required.

Very truly yours,



G.J. HENDERSON  
electrical engineering

Exhibit A  
(Revised 3/3/69)

SUMMARY - ESTIMATED VALUE OF WORK REQUIRED IN PROJECT AREA

69 KV Mead line relocation App. No. 2	\$ 60,670.00
69KV 17th Street line relocation App. No. 2	24,200.00
12KV circuits - replaces exist 4KV & 12KV App. No. 1	<u>224,135.63</u>
Total due Utility Company for work done	\$ 309,005.63
Existing line removal costs - Exhibit B	<u>63,550.00</u>
Total Value of work required in project area	\$ 372,555.63
Less Salvage Value of removed system materials - Exhibit C	<u>21,522.51</u>
Total net value of work required in Park Plaza A Area	\$ 351,033.12

## Appendix 1 to Exhibit A

## INSTALLED COSTS - NEW 12KV CIRCUITS

Type (See Plan)	No Ducts	No Used	Length	- Duct Banks -		Installed Cost	Due Util Co
				Estimated* Cost/Ft	% Used		
I	8	2	3500	22.50	25	\$78750.00	\$19687.50
II	4	1	225	16.75	25	3773.75	942.19
III	10	3	2370	25.35	30	60079.50	18023.85

\*Based on (1) duct per circuit out of total ducts installed. Duct size will  
Not change regardless of conductor requirement for 12KV system.

Location (See Plan)	Length	Circuit Replaced	- Cables -		Installed Cost*	Due Util Co
			Circuits Installed	Installed		
A	875Ft	1218, 403	2		\$20650.00	
B	250	403, 415	2		5900.00	
C	950	1218, 403, 418	2		22420.00	
D	250	1218	1		2950.00	
E	1580	1218, 403, 415	3		55932.00	
F	400	407, 410	2		9440.00	
G	990	1218, 403, 407, 410, 414	3		35046.00	
H	200	1214	1		2360.00	
J	1050	1202, 414	2		24780.00	

$\frac{24555\text{KVA ORIGINAL CAPACITY}}{40000\text{KVA NEW CAPACITY}} = .864$  of Total 179478.00 \$155,068.99

\*Based on estimated installed costs of 11.80/ circuit-foot

## - Manholes -

(20) at 1760.00 each @ .864 of total cost 35,200.00 \$ 30,412.80

**Total** \$224,135.63

Appendix 2 to Exhibit A

INSTALLED COSTS - NEW 69KV CIRCUITS

Mead

New Line:

$$\frac{T1 + T2}{2} + \frac{D1}{D1 + D2} \times \text{conduit \& cable cost} \times \% \text{ due Utility Company because}$$

of increased revenue producing capabilities + trends and backfill cost in the project area.

T1 & T2 represents the costs of terminations, oil tank, pump, oil, (one in the project area, one outside project area). Regardless of increased revenue producing capability of the cable, the termination costs will remain constant, and the total cost of one termination is applicable to the project charges.

D1 = Distance in the project area

D2 = Distance outside the project area

% of cable costs due Utility Company because of cables' increased revenue producing capability:

original circuit capacity = 530 amps  
 new circuit capacity = 820 amps  
 % cable costs due Utility Company = .64

$$\frac{20,610.00 + 20,610.00}{2} + \frac{1200}{1200 + 4200} \times (54.00 \times 3.42) + 1200 \times 28.00$$

$$= 20,610.00 + .222 \times 45,468.00 \times .64 + 33,600.00$$

$$= 20,610.00 + 6450.00 + 33,600.00$$

$$= 60,670.00$$

17th Street  
 Relocated Line Costs

\$24,200.00

Exhibit B

COST FOR REMOVAL OF EXISTING LINES

69KV Circuits

Head Old line removal costs \$ 2200.00

17th Street Removal of poles, etc. for circuit relocation 250.00

12KV Circuits

Removal of 4KV and 12.5KV lines 1100.00

Removal of Project Area Distribution System, not surveyed in this report, by prior agreement based on Glenn Village Project \$60,000.00

Total \$63,550.00

Exhibit C

SUMMARY OF SALVAGE VALUES OF EXISTING ITEMS REMOVED

12KV lines & 4KV Lines

Salvage Copper	\$17,883.83
Miscellaneous Hardware	489.00
	<hr/>
	\$18,372.83

69KV lines - Mead:

336MCM return to stock value	\$ 619.06
Insulators salvage	617.85
Miscellaneous Hardware & poles	240.00
	<hr/>
	\$ 1,476.91

69KV lines - 17th Street:

4/0 copper salvage value	\$ 1,219.05
Insulators Salvage	333.72
Miscellaneous Hardware & poles	120.00
	<hr/>
	\$1,672.77

Total value of existing system removed ..... \$ 21,522.51

## SUMMARY OF EXISTING CIRCUITS TO BE REMOVED

Circuit Number	System	Conductors Size		Circuit Capacity		Circuit Length		Total Conductor Footage	
		Aerial	Underground	KVA (Note 3)	Amps	Aerial	U'gnd	Aerial	Underground
403	4KV	(3) 4/0 Cu	(3) 300MCM Cu	2040	285	3800	600	11400	1800
404	4KV	(3) 2/0 Cu	(3) 300MCM Cu	1900	265	600	50	1800	150
407	4KV	(3) 4/0 Cu	(3) 300MCM Cu	1900	265	225	600	675	1800
410	4KV	(3) 4/0 Cu	(3) 300MCM Cu	1900	265	800	200	2400	600
414	4KV	(3) 4/0 Cu	(3) 300MCM Cu	2040	285	1725	150	8160	450
415	4KV	(3) 4/0 Cu	(3) 300MCM Cu	2040	285	3250	525	9750	1575
418	4KV	(3) 4/0 Cu	(3) 300MCM Cu	1935	270	600	50	1800	150
				<u>13755</u>					
1202	12KV	(4) 3/0 Cu	400MCM Cu	5200	240	1400	-	5600	-
1204	12KV	(3) 4/0 Cu	400MCM Cu	5200	240	200	-	600	-
1214	12KV	(3) 2/0 Cu	400MCM Cu	5200	240	200	-	450	-
1218	12KV	(3) 4/0 Cu	400MCM Cu	5200	240	2200	400	6800	1200
				<u>20800</u>					
17th St	69KV	4/0 Cu			480	1350			Note 1
Hoover	69KV	954MCM ACSR			1010				Note 4
Mead	69KV	336MCM ACSR			530	2700			8100 (Note 2)
Osage	69KV	477MCM ACSR			670				Note 4
Ripley	69KV	3/0 Cu			420				Note 4

Note 1: 17th St circuit to be modernized in appearance with slight relocation required. No material changes affected, except for modernized poles and insulators.

Note 2: 336MCM ACSR return to stock for re-use if possible.

Note 3: KVA is based on allowable capacity under existing conditions of conductor paralleling in duct bank in various locations of the station, and applying code limits.

Note 4: No changes requested on this line by the Urban Renewal Agency.

Total Copper Conductor Lengths - Feet

#2/0	#3/0	#4/0	300MCM	400MCM
1800	5600	11400	1800	1200
450		675	150	
2200		2400	1800	
		8160	600	
		9750	450	
		1800	1575	
		600	150	
		6600		
4450	5600	41385	6525	1200

#2/0 - 4450 X .411 = 1828.95 Lbs\*

#3/0 - 5600 X .519 = 2906.40

#4/0 - 41385 X .654 = 27065.79

300MCM - 6525 X .927 = 6048.67

400MCM - 1200 X 1.236 = 1483.20

Total Copper Removed = 39333.01 Lbs

Value @ Salvage Yard = \$17,699.85

Existing System Capacities:

4KV - 13,755KVA

12KV - 20,800KVA

Mead - 15,015KVA

\*Copper weights in Lbs/1000Ft

2/0 - 411

3/0 - 519

4/0 - 654

300MCM - 927

400MCM - 1082

GENERAL COUNSEL  
KANSAS GAS & ELECTRIC COMPANY

LAW OFFICES OF  
**STANLEY GARRITY**  
KANSAS GAS & ELECTRIC BUILDING  
WICHITA, KANSAS 67201

TELEPHONE  
(316) 264-1111

April 16, 1969

Metropolitan Area Planning Commission  
104 South Main Street  
Wichita, Kansas 67202

Attention: Mr. Jack H. Galbraith

Re: Final plat of Park Plaza First Addition,  
s/d 67-65

Dear Mr. Galbraith:

With respect to the above subject matter, and on behalf of Kansas Gas and Electric Company, you are advised that I am familiar with the title ownership of the property belonging to Kansas Gas and Electric Company embraced in the above mentioned proposed plat. In my opinion, merchantable fee simple title to that property is vested in Kansas Gas and Electric Company, a corporation.

Further, you are advised that all taxes due and payable have been paid as of the date of this letter.

Cordially yours

*Stanley Garrity*

SG:ag



April 14, 1969

Urban Renewal Agency of the  
Wichita, Kansas Metropolitan Area  
202 Central Building  
Wichita, Kansas 67202

Subject: S/D 67-65 - Final Plat of  
Park Plaza First Addition

Gentlemen:

At its regular meeting on April 10, 1969, the Metropolitan Area Planning Commission considered the Final Plat of Park Plaza First Addition. The Planning Commission approved the final plat subject to the conditions on the attached addendum to the agenda for the Planning Commission meeting of April 10, 1969.

In addition to complying with those conditions, it is necessary that the following conditions all be complied with by 5:00 p.m. on April 16, 1969, if it is still your intent that this matter be forwarded to the Board of City Commissioners for their regular meeting on April 22, 1969.

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
- ok Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- ok Certification by an attorney that fee title is vested in the plattor. — URA, ok  
— KGE, ok
- ok Certification that all taxes due and payable have been paid. — URA, ok  
— KGE, ok
- ok Certification that the irons have been set as required by the Subdivision Rules and Regulations of the Metropolitan Area Planning Commission.

Urban Renewal Agency  
April 14, 1969  
Page 2

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

Sincerely,

Jack H. Galbraith  
Senior Planner

JHG:js

cc: Harold Davis  
Kansas Gas & Electric Company  
P. O. Box 208  
Wichita, Kansas 67201

Charles D. Anderson  
Attorney at Law  
Union National Building  
Wichita, Kansas 67202

WICHITA-SEDGWICK COUNTY

DATE 4-11-69

METROPOLITAN AREA PLANNING DEPARTMENT



TO Utility Advisory Committee

FROM John D. Gist, Planner III *JDG*

SUBJECT Revised Final Plat of S/D 67-65 - PARK PLAZA FIRST ADDITION

Attached for your information and files is a revised copy of the above captioned plat. We would appreciate your reviewing this revision and contacting us at your earliest convenience if you determine that corrections should still be made.

This plat is tentatively scheduled to be forwarded to the City Commission for its meeting of April 22, 1969.

JDG:vjp

Attachment



Southwestern Bell Telephone Company

P.O. Box 2206  
Wichita, Kansas 67201  
April 8, 1969

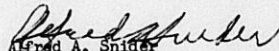
Mr. John Gist  
Metropolitan Area Planning Commission  
City Building Annex  
104 South Main St.  
Wichita, Kansas 67202

Re: U.R.A. - Park Plaza "A"  
Project - Proposed Final  
Plat

Dear Sir:

This letter is to inform the Metropolitan Area Planning Commission that satisfactory arrangements have been made with the petitioner for the relocation and/or installation of facilities in connection with the above plat.

Yours truly,

  
Alfred A. Snider  
District Engineer

THE CITY OF WICHITA  
OFFICE OF WATER DEPARTMENT

DATE April 8, 1969

TO Jack Gailbreth, Senior Planner  
FROM Robert H. Hess, Director of Water



SUBJECT Relocation of Water Mains  
in Park Plaza A

Satisfactory arrangements have been made by the Urban Renewal Agency for relocation of water mains in the Park Plaza "A" Urban Renewal Project.

*Robert H. Hess*

Robert H. Hess  
Director of Water

RHH:BHO:lh

cc: Gary Roush, Urban Renewal Agency  
Bill H. Otten, Design & Planning Supt.





KANSAS GAS AND ELECTRIC COMPANY  
P. O. Box 208 Wichita, Kansas 67201

April 10, 1969

C  
O  
P  
Y

Mr. M.S. Mitchell, Asst. Supt.  
of Public Works Maintenance  
City-County Flood Control Office  
104 South Main  
Wichita, Kansas 67202

Dear Mitch:

I am transmitting to you two photostatic copies of drawings out of our file that show the dimensions on the west end of our dam across the Little River; also the dimensions of the west bank line where we have flooding easement. The KGE print is out of our Work Authorization file for the construction of the dam; the other you will recognize as a City print and was included for information only. If someone hasn't moved the flag pole from the City Building, I don't think you will have much trouble locating the bank.

Sincerely,

E. S. HALL

ESH:bb  
Attach

cc - Mr. Robert Lakin  
Mr. John Hansberry

COPY FOR

April 8, 1969

Urban Renewal Agency of the  
Wichita, Kansas Metropolitan Area  
202 Central Building  
Wichita, Kansas 67202

Subject: S/D 67-65 - Final Plat of  
PARK PLAZA FIRST ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, April 3, 1969, the above captioned plat was considered as an off-agenda item. The action of the Committee was to recommend that the plat be approved subject to certain conditions, and that an additional meeting be held on Tuesday morning, April 8, 1969 involving the Utility Advisory Committee, Planning staff, and the applicant and their engineer. Such a meeting was to further discuss and resolve those items which were engineering and technical in nature.

The conditions of approval being recommended to the Planning Commission, resulting from the two above described meetings, are as shown on the attachment entitled "Addendum to Agenda, MAPC Meeting 4-10-69".

This matter will be forwarded to the Planning Commission for its consideration on Thursday, April 10, 1969, at 1:45 p.m. If you have any questions concerning this matter, please call.

Very truly yours,

John D. Gist  
Planner III

JDS:vjp

Attachment

Page 2 - S/D 67-65  
Urban Renewal Agency  
April 8, 1969

cc: Professional Engineering Consultants  
1440 English  
Wichita, Kansas 67211

E. S. Hall, Vice President Operations  
Kansas Gas and Electric Company  
201 North Market  
Wichita, Kansas 67202

Harold Davis  
Kansas Gas and Electric Company  
P. O. Box 208  
Wichita, Kansas 67201

George Eckner  
Gas Service Company  
735 North Hydraulic  
Wichita, Kansas 67214

R. L. Nicholas  
Southwestern Bell Telephone Company  
105 East Second  
Wichita, Kansas 67202

Dick Linn  
City Engineering Division  
Department of Public Works

M. S. Mitchell  
Maintenance-Flood Control  
Department of Public Works

"Addendum to Agenda, MAPC Meeting April 10, 1969"

ITEM 14 ON THE AGENDA

S/D 67-65 - Final Plat of PARK PLAZA FIRST ADDITION

SUBDIVISION COMMITTEE RECOMMENDATION - APRIL 3, 1969:

The Committee recommends approval, subject to:

- OK Nims Street and Murdock Avenue shall be labeled on the face of the plat.
- OK Changing the name beneath the signature line provision for Mayor of the City of Wichita to Donald K. Enoch.
- OK Labeling "access control except 1 location" adjacent to the north line of Lot 7, Block 1, as described in the plat's text.
- OK The access controls described on the face of the plat adjacent to Reserves D, E, F, G, H, and I shall have the corresponding language within the plat's text by making the necessary changes and/or additions.
- OK Provide for the installation of a barrier at the east line of Reserve E to dead-end Third Street. (Have satisfactory letter in file from URA)
- OK The applicant shall install or guarantee the installation for the paving of a cul-de-sac at the north end of River-view, immediately south of subject plat. (Have satisfactory letter in file from URA)
- OK Prior to forwarding the final plat to the Board of City Commissioners, the applicant shall arrange for the installation and/or relocation of existing utilities to serve all of subject property. (In regard to the services from Bell Telephone, Kansas Gas and Electric, and Gas Service Company, the applicant shall obtain letters from said companies stating that satisfactory arrangements have been made, copies of which shall be submitted to the Planning Department.)

~~OK ADD additional  
sentences regarding  
Reserves D & E~~

- SWB Telephone - OK
- K&G Electric - OK
- Gas Service Co. - OK

See page 6, item # 10 of "AGREEMENT  
RELOCATION - - - - - ELECT. UTILITY  
FACILITIES".

OK The applicant shall install or guarantee the installation of City water and sanitary sewer, and for the paving of, and sidewalks adjacent to, Nims, Greenway, Central, Waco, and Murdock as contained within the final plat. A waiver of standard type guarantee is recommended in lieu thereof, a letter from the Urban Renewal Agency shall be submitted stating they accept responsibility for installation of these improvements. (Have satisfactory letters in file from URA and Water Department)

9. The applicant shall submit an instrument providing for the continuity relationships, and maintenance provisions of internal circulation (both pedestrian and vehicular), open space and other common facilities, and for fire protection within the plat. In addition, a letter of agreement between the Director of the Urban Renewal Agency and the Metropolitan Area Planning Department shall be entered into whereby the URA is obligated to furnish copies of site plans submitted by the developer to the Urban Renewal Agency, and the Director of Planning is obligated to submit such site plan to the Utility Advisory Committee of the Subdivision Committee of the Planning Commission for comment and review. OK

OK. The 30-foot utility easement adjacent to Greenway Blvd. on Reserves H and I, shall be labeled on the face of the plat.

OK The Arkansas River shall be labeled as being adjacent to subject plat, south of Block 3 and Reserves H and I.

OK. 12. The "River Bank Easement" labeled on the face of the plat and described in the plat's text needs to be satisfactorily resolved as to the usage of the word Bank, and as to the absence of the word drainage within the text. M. S. Mitchell of the Maintenance Division of the Department of Public Works should be contacted regarding this matter, and a letter obtained from Mr. Mitchell and submitted to the Planning Department, indicating that this matter has been resolved and describing the acceptable language which is to appear on the plat.

OK  
→ Recreational easement on Block 3 is not specified as to location on the face of the plat. (see text)

- ~~OK~~. Right-of-way for the south half of Central Avenue shall be extended to the west line of the plat.
- ~~OK~~. Adequately locate and dimension the 20-foot utility easement in the northwest corner of Lot 1, Block 3, as well as terminate the 35-foot building setback at the west line of said block.
- ~~OK~~. Eliminate the 10-foot jog, bearing N 0°00'46"E, along the south line of Lot 1, Block 3, by the extension of the 103-foot segment of the lot line to the east.
- ~~OK~~. Delete the notation of "drainage & recreation easement" from Reserves H and I, and show that such an easement is an extension of the "River Bank Easement" which is labeled as being adjacent to Lot 1, Block 3. This will require a corresponding change in the language of the plat's text defining said easement.
- ~~OK~~ A copy of the final plat which has incorporated all necessary changes and additions shall be submitted to the Planning Department, Engineering Division, and M. S. Mitchell of the Maintenance Division of the Department of Public Works. It will then be necessary that the Engineering and Maintenance Divisions are satisfied with all needed distances, bearings, and/or angles and their approval of same be expressed to the Planning Department.
- ENGINEERING — ~~OK~~  
— MAINTENANCE — ~~OK~~
- ~~18~~. The requests for temporary access and use of existing pavement and temporary easements should be resolved by separate memorandum agreements and/or temporary easements.
- ~~18~~. Recording within 30 days after approval by the Board of City Commissioners.



THE ELECTRIC COMPANY

KANSAS GAS AND ELECTRIC COMPANY

E. S. HALL  
VICE PRESIDENT-OPERATIONS

April 7, 1969

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

Dear Bob:

This is to advise that I have received a letter dated April 7 from Mr. Kitchen of the Urban Renewal Agency granting temporary ingress and egress of vehicular traffic into our Kansas Gas and Electric Company property. This is in response to our Item 4 of the April 4 Plats Committee Meeting.

Yours very truly,

*E. S. Hall*

ESH:bb

cc - Messrs. Kenneth Kitchen  
Stanley Garrity  
B Ruddick  
J Hansberry  
Wilson Cadman  
Harold Davis



THE URBAN RENEWAL AGENCY  
OF THE  
WICHITA, KANSAS, METROPOLITAN AREA  
SUITE 302 - CENTRAL BUILDING - 107 WEST DOUGLAS  
WICHITA, KANSAS 67202



April 7, 1969

KENNETH H. KITCHEN  
EXECUTIVE DIRECTOR

Mr. E. S. Hall  
Vice President-Operations  
The Kansas Gas & Electric Company  
201 North Market  
Wichita, Kansas 67202

Re: Kansas Gas & Electric Company's Temporary Vehicular  
Access - Park Plaza

Dear Mr. Hall:

The Urban Renewal Agency recognizes the fact that the finalization of the plat for "Park Plaza First Addition" will vacate the now existing streets, alleys, etc. within the area replatted, and recognizes further the need for Kansas Gas & Electric Company to have vehicular ingress and egress to their electric producing facilities at all times, including the period of construction of utilities and public improvements.

Accordingly, the Urban Renewal Agency hereby grants to Kansas Gas & Electric Company rights of access to and from the Kansas Gas & Electric Company property as follows:

1. Ingress and egress from Central Avenue via the now existing Kelley Street until such time as Kansas Gas & Electric Company no longer requires a surface street capable of bearing heavy loads as a result of construction and demolition activities at the Wichita Generating Station until June 1, 1969.
2. Ingress and egress from Second Street via the now existing Sherman Avenue and the east-west alley situated approximately 300 feet south of the south line of Third Street until such time as sufficient portions of the new streets which are to be constructed within the area are completed to provide adequate ingress and egress.

If during the construction or relocation of the utilities and public improvements, the retention of Kansas Gas & Electric Company's right of access per item (2) above would jeopardize (in either time or costs) the progress of said construction, the Urban Renewal Agency reserves the right to provide an alternate access route which is mutually satisfactory to the parties.



Mr. E. S. Hall  
April 7, 1969  
Page Two

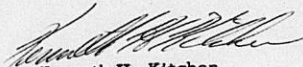
The Agency reserves the right to excavate across these access routes as necessary in connection with said construction, provided Kansas Gas & Electric Company's access to its facilities is maintained in some manner.

The right of access hereby granted, and within the conditions herein set forth, shall be in force until the new street system in the Park Plaza Urban Renewal Project is open to traffic, which will thereby eliminate the need for this agreement.

If this grant satisfies the request by your company as stipulated in item (4) of the memo submitted to the Subdivision Committee on April 3, 1969, please advise the Metropolitan Area Planning Commission by letter to that effect.

Should you have any questions or comments relative to this matter, please advise.

Sincerely yours,

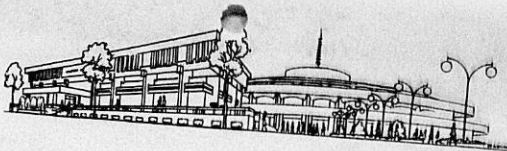


Kenneth H. Kitchen  
Executive Director

KHK/jhf

cc: Mr. Bob Lakin  
City of Wichita  
Planning Dept.

THE URBAN RENEWAL AGENCY  
OF THE  
WICHITA, KANSAS, METROPOLITAN AREA  
SUITE 202 • CENTRAL BUILDING • 107 WEST DOUGLAS  
WICHITA, KANSAS 67202



KENNETH H. KITCHEN  
EXECUTIVE DIRECTOR

April 4, 1969

Mr. E. S. Hall  
Vice President - Operations  
Kansas Gas and Electric Co.  
201 North Market  
Wichita, Kansas 67202

Re: Park Plaza First Addition  
Responsibility for Site  
Improvements

Dear Mr. Hall:

With regard to Item (5) of the memorandum submitted by your company to the April 3, 1969, Subdivision Committee, please be advised that this requirement was previously imposed by MAPC. The Agency has satisfied that requirement by a letter to MAPC dated March 4, 1969, a copy of which is enclosed.

Consequently, K. G. & E. is only responsible, financially or otherwise, for improvements which have been, or will be, made within the limits of their private property lines.

Should you have any questions or comments relative to this matter, please do not hesitate to call.

Sincerely yours,

*Gary L. Roush*

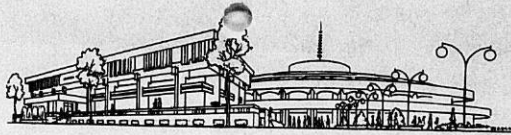
Gary L. Roush  
Operations Officer

GLR/lsh

Enclosure

cc: Bob Lakin, Metropolitan Planning Department

THE URBAN RENEWAL AGENCY  
OF THE  
WICHITA, KANSAS, METROPOLITAN AREA  
SUITE 202 • CENTRAL BUILDING • 107 WEST DOUGLAS  
WICHITA, KANSAS 67202



KENNETH H. KITCHEN  
EXECUTIVE DIRECTOR

April 4, 1969

Mr. E. S. Hall  
Vice President - Operations  
Kansas Gas and Electric Co.  
201 North Market  
Wichita, Kansas 67202

Re: Park Plaza First Addition  
Relocation & Removal of  
Utilities

Dear Mr. Hall:

In reply to Item (6) of the memorandum submitted by your company April 3, 1969, to the Subdivision Committee, please be advised that this condition has already been imposed by MAPC.

The Urban Renewal Agency is making real progress toward this end, and we anticipate no problems. We are presently awaiting replies to some correspondence from the Department of Housing and Urban Development concerning estimates submitted by various utilities, and upon receipt of same, we should be able to act quickly in obtaining "satisfactory arrangement" letters.

Best regards,

*Gary L. Roush*

Gary L. Roush  
Operations Officer

GLR/lsh

cc: Bob Lakin, Metropolitan Planning Department

Planning

4-3-69

MEMO REGARDING APPROVAL OF PLAT

Kansas Gas and Electric Company tentatively approves the proposed plat of Park Plaza A (as it has or is in the process of being changed), on and subject to the following conditions:

- (1) The execution and delivery to it by Urban Renewal of a private easement for its existing underground lines in Reserve "H" and "I" of Block 3, containing substantially the terms supplied to Mr. Charles Anderson, General Counsel of Urban Renewal, in a letter under date of March 10, 1969.
- (2) The execution and delivery by Urban Renewal of a contract to pay to KG&E the fair and reasonable cost of relocating, removing or readjusting its utility lines and equipment in a form and content as outlined in a letter to Charles D. Anderson, General Counsel, under date of February 18, 1969, and using either alternative stated in Mr. Cadman's letter of March 27, 1969, to Mr. Kitchen. Included in the contract would be a statement of the scope of the work to be performed, as mentioned in the letter of February 18, 1969.
- (3) The execution and delivery of temporary easements to KG&E for the location of its lines overhead during construction of underground lines. Service must be uninterrupted and KG&E will install these temporary overhead lines in a location that will not interfere with Developer's construction.
- (4) The execution and delivery of a firm commitment from Urban Renewal which authorizes the use by KG&E of existing pavement, and temporary access, egress and ingress.
- (5) Urban Renewal, or the Developer, executes firm commitments to pay the cost of all improvements required or imposed as a condition to final approval of the proposed plat.

- (6) Other utilities, if any, by appropriate instrument, indicate arrangements have been made satisfactory to them for relocation or removal of their installations.

When these conditions have been fulfilled, KG&E will sign the plat and join in requesting its approval.

March 10, 1969

Mr. Charles D. Anderson, Attorney  
Union National Building  
Wichita, Kansas 67202

Item (1)

Dear Chas:

In an effort to get something on paper with regard to the installations of KG&E and the Gas Company, which was the subject of our most recent conference, I have prepared the draft of an Easement Agreement, a copy of which is herewith enclosed.

Mr. Kassebaum has not seen this, and could very well have much different ideas than are expressed therein. Likewise, my KG&E executives have not had an opportunity to examine this in detail, and they may have some additional ideas. Of course, the same thing is true of Urban Renewal executives and the Planning Department. In any event, this is submitted for your consideration, in the hope that with this as a first draft, we might be able to come up with an instrument which will meet with the approval of everyone.

Before undertaking to draft this, I examined the law to some extent, and came to the conclusion that an agreement to join in the replatting of an area, involving common ownerships, is an adequate consideration to support the granting of an easement. Also, from my limited knowledge of planning and platting, it seems to me that for platting purposes, the areas involved could be shown on a plat as a "negotiated easement."

In preparing this draft, I did not undertake to provide any description, but I have asked our Engineering Department to give attention to this subject, and I assume the Gas Company can and will do the same thing.

After you have had an opportunity to study it, it probably would be fruitful for Mr. Kassebaum, you and I to get together and more or less put this in final form.

Page 2.  
Mr. Charles D. Anderson, Attorney

March 10, 1969

Awaiting to hear from you, and with my very best personal  
regards, I am

Cordially yours,

SG:ag  
Enclosure

cc: Messrs. Philip Kassebaum, Attorney  
Wichita Plaza Building  
Wichita, Kansas 67202

G. W. Evans  
E. S. Hall

DRAFT

EASEMENT AGREEMENT

Item (1)

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, on February 18, 1969, The Urban Renewal Agency of Wichita, Kansas, metropolitan area, hereinafter referred to as Urban Renewal, and Kansas Gas and Electric Company, hereinafter referred to as Electric Company, entered into an "Agreement to Sell and Exchange Land", filed of record in the office of Register of Deeds of Sedgwick County, Kansas, in Book \_\_\_\_\_, page \_\_\_\_\_; and

WHEREAS, thereafter and on the same day, Warranty Deeds were executed and delivered pursuant to the terms of said Agreement; and

WHEREAS, the Electric Company presently owns, maintains and operates, in connection with its obligation to serve the consuming public in the City of Wichita with electric power, heat and energy, certain underground electric line conduits and conductors, presently existing and located as follows:

(Here describe by location); and

WHEREAS, Gas Service Company, hereinafter referred to as Gas Company, presently owns, maintains and operates, in connection with its obligation to serve the consuming public in Wichita with natural gas, certain underground pipe supply lines, and related

surface facilities and equipment, presently existing and located as follows:

(Here describe by location); and

WHEREAS, Urban Renewal, in connection with its operations and redevelopment of a large area known as Park Plaza "A", which includes the areas covered and conveyed in said "Agreement to Sell and Exchange Land" and the areas where the above described electric and gas facilities are located, desires to replat the entire area and desires the Electric Company and Gas Company to join in such replatting or consent to the same; and

WHEREAS, both the Electric Company and the Gas Company have agreed to join in or consent to such replatting upon the terms and conditions in this Easement Agreement fixed and set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and pursuant to the understanding incident to the conveyance of land as contemplated by the aforesaid "Agreement to Sell and Exchange Land", the parties hereto agree as follows:

1. Urban Renewal hereby gives and grants to said Electric Company an easement, as hereinabove described, to continue the undisturbed operation and maintenance of the presently existing underground electric conduits and conductors in their place and location

for so long as the same are used for that purpose. If the surface level of the area where the easements are located is raised at any time in the future for any purpose, the Electric Company, upon notice to it, and at its expense, will raise the level of its existing manholes, used for access to the electric lines, to the new level of the surface.

2. Urban Renewal hereby gives and grants to said Gas Company an easement, as hereinabove described, to continue the undisturbed operation and maintenance of the presently existing underground pipe line and related surface facilities, presently existing, in their place and location for so long as the same are used for that purpose.
3. The obligations of the Electric Company and Gas Company to join in or consent to the replatting of Park Plaza "A" is contingent upon the execution of mutually agreeable contracts for the payment of fair and reasonable compensation to each of them for the removal, relocation or readjustment of any other utility facilities of either in Park Plaza "A", and the execution of temporary or permanent easements,

DRAFT

or the platting of appropriate utility easements,  
to accommodate necessary installations, either surface  
or underground.

IN WITNESS WHEREOF, etc.

Item (2)

February 18, 1969

Mr. Charles D. Anderson, General Counsel  
Urban Renewal Agency  
1020 Union National Bank Building  
Wichita, Kansas 67202

Re: Relocation, removal or readjustment of electric  
lines and facilities of Kansas Gas and Electric  
Company in Park Plaza A

Dear Mr. Anderson:

Following our conference on the above subject a few days ago, we have given further attention to the above subject, and have the following observations and suggestions:

1. We believe we should enter into a formal agreement, which would contain, among other things, the following:
  - (a) A definite commitment with respect to the specific lines which must be removed, relocated or readjusted. The Plan refers only to the 4 kv and the 12 kv lines running through the area. There are two (2) 69 kv lines in the area; one running northwardly out of the Wichita generating station sub-station along an alignment that can be referred to as the Nims 69 kv line; and another extending northwardly to Central and running east to the Mead substations, which can be referred to as the Mead 69 kv line. Both of these must be retained in service, either as overhead or underground lines. In addition, there are the supply lines, earlier used for distribution to the customers formerly in Park Plaza A, and the supply lines needed to serve the customers using electricity after redevelopment.
  - (b) If any of the lines mentioned in subparagraph (a) above are to be overhead lines, then adequate easements for the same must be provided in the plat now

February 18, 1969

under consideration. For this reason, Urban Renewal must promptly determine which, if any, of these lines are to be underground. This determination should be on a permanent basis. Any temporary determination, or change after the initial determination, will simply add to the cost. If for any reason the relocation underground cannot be determined at this time as to all the lines, then the agreement should provide for timely written notice from Urban Renewal as to the changes desired. If done by piecemeal written notice, then each line in its entirety must be considered a separate unit.

- (c) In order to meet the requirements of the statutes, Urban Renewal must obligate itself to pay the fair and reasonable cost of relocating, removing or re-adjusting the utility lines, to be determined by the following formulae:
- (i) Beautifying any of these lines, to be continued in existence as overhead lines, the cost to Urban Renewal would be the installed cost, less net salvage, if any.
  - (ii) If any of the lines are to be installed underground, the cost would be calculated as follows:
    - A. Actual costs of construction of the new lines (or line or lines of equal kva capacity); plus
    - B. Removal costs of old line; less
    - C. Salvage of old line; and less
    - D. Accrued depreciation on old lines, as shown by KG&E records.
    - E. No betterment for increased capacity is contemplated, but if additional

February 18, 1969

capacity is designed into the lines, an appropriate credit for the additional cost of the betterment would be allowed.

- F. If the Nims 69 kv line or the Mead 69 kv line, or both of them, is to be underground, the cost of terminal facilities (located at each end of each underground line) would be divided or charged equally between Urban Renewal and KG&E; and the balance of the costs, determined by the total costs of the whole line less costs of the terminals, would be prorated between Urban Renewal and KG&E on the basis the lineal feet of cable inside Park Plaza A bears to the total length of underground cable.
- G. "Costs" or "installed costs" means the total costs of labor, materials, equipment charges, contract costs, if any, and engineering and overheads customarily capitalized by KG&E under Federal Power Commission and Kansas State Corporation Commission accounting.
- H. The costs of any changes, determined on the same basis as in subparagraph C above, after the initial determination of the scope of the removal, relocation or readjustment work to be done will be added to all other total costs.
- (d) KG&E expressly waives payment for the costs of removing the smoke stacks, electric sign and spray pond baffle fences, which have already been removed.

Page 4.

February 18, 1969

Mr. Charles D. Anderson, General Counsel  
Urban Renewal Agency

In making the above proposal, I must reserve the right, in the event of litigation, to claim for K&E fair and reasonable compensation, which in my view of the Kansas law would take into consideration the value of the lines to K&E in place, and the costs incident to providing the equivalent facilities and lines.

Cordially yours,

SG:ag

March 27, 1969

Item (2)

Mr. Kenneth H. Kitchen  
Executive Director  
Urban Renewal Agency  
Central Building  
Wichita, Kansas 67202

Dear Mr. Kitchen:

Re: Park Plaza "A" - Adjustment and  
Relocation of electrical circuits  
as described in Mr. G.J. Henderson's  
report dated February 19, 1969.

The copy of Mr. Henderson's report which you furnished to us has been examined in detail by our Engineering Department. We believe there is one error resulting from a misunderstanding of the scope of his formula, as applied to the Moad 69 KV line. This has been discussed with him and if corrected, to conform to our views, it would increase the Moad 69 KV line cost by \$21,252, or \$62,340 for this item. In this connection, I think we should say to you that our estimates for the same work covered in the Henderson report and using his formula set forth by him on the first page of his letter of February 19, 1969, are substantially higher.

We have heretofore indicated to you that we would take the cost estimate of any qualified and fair engineer, and we recognize that Mr. Henderson meets those qualifications.

With the above in mind, we are ready, willing and able to enter into a contract to do the work contemplated and considered by Mr. Henderson in his letter of February 19, 1969 on either of the following propositions:

(a) We will do the work on the basis of the formula as set forth in Mr. Garrity's letter to your general counsel, Charles D. Anderson, on February 18, 1969, particularly paragraph 1(c). As we see it, this is substantially the same formula upon which Mr. Henderson's figures were developed.

(b) As an alternate, we are perfectly willing to enter into a contract to do the same work on a flat price as calculated by Mr. Henderson, plus \$21,252 representing the correction to which I believe he will agree. Under such circumstances the total cost would then be \$352,703.12.

In either event, regardless of which proposition is adopted as a measure of the formal contract, Urban Renewal would be entitled to a credit for the accrued depreciation, which amounts to \$34,068.

Mr. Kenneth H. Kitchen

page 2

March 27, 1969

The Company's depreciation accrual and reserve requirements are based on studies prepared periodically by Ebasco Services, Inc., an internationally recognized firm of engineers, using the Iowa Mortality Curves. The Iowa Mortality Curves are well recognized in the utility field and accepted by numerous regulatory authorities including Internal Revenue Service. Of course, these depreciation calculations have been documented and the information is available in our offices for your review and inspection.

I think we should make it quite clear that these propositions are submitted in the alternative. We will take either one and enter into a contract on the one of your choice. We would not be in a position to base a contract on the formula alternative, with any type of ceiling, such as the Henderson estimate. If we entered into a flat contract price type of contract, even though it is somewhat less than our estimates, we would be relieved of the obligation of periodically justifying our estimates, which we have found to consume a vast amount of time, and would simply bill you periodically on the basis of the percentage of completion.

Sincerely,

WKC/jh

cc: Messrs. G.W. Evans  
Fiebach  
E.S. Hall  
W.B. Walker  
Hansberry  
Ruddick  
Wetzel  
Garrity

THE URBAN RENEWAL AGENCY  
OF THE  
WICHITA, KANSAS, METROPOLITAN AREA  
SUITE 202 • CENTRAL BUILDING • 107 WEST DOUGLAS  
WICHITA, KANSAS 67202



March 31, 1969

KENNETH H. KITCHEN  
EXECUTIVE DIRECTOR

MEMORANDUM

TO: Bickley Foster  
Director of Planning

FROM: Kenneth H. Kitchen *Kenneth H. Kitchen*  
Executive Director

RE: Development Plans, Park Plaza "A", Block 1

In my appearance before the Subdivision Committee, I stated that the Urban Renewal Agency will upon receipt of development plans for each lot, submit same to the Planning Department for submission to Subdivision Committee members for their review and comments.

We certainly encourage suggestions from any of the members of the Subdivision Committee; however, according to our contract with the redeveloper, any plans submitted by him are considered automatically approved at the end of thirty days if he receives no objection from the Urban Renewal Agency. Therefore, it is imperative that if the suggestions of your Board, staff, and other members of the Subdivision Committee are to be considered by the Board of Commissioners of the Urban Renewal Agency, they must be referred to this office at a relatively early date.

KHK/jhf



*letter of  
development  
plan*



KANSAS GAS AND ELECTRIC COMPANY  
P. O. Box 208 Wichita, Kansas 67201

April 2, 1969

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

Dear Bob:

I am attaching a copy of my letter of April 1 concerning our River Bank Easement description. As I explained over the telephone to John Gist this morning, in our haste to get this out before five, your name was left off the list. Please accept my apologies.

Sincerely,

E. S. HALL

ESH:bb  
Attach

cc - Messrs. John Gist/attach  
Tom Allen  
M.S. Mitchell  
Gory Roush  
Chas. Jeffries  
Stanley Garrity  
Wilson Cadman  
Martin Callstrom

COPY FOR



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O  
P  
Y



KANSAS GAS AND ELECTRIC COMPANY  
P. O. Box 208 Wichita, Kansas 67201

April 1, 1969

Mr. Tom Allen, Supt. of Recreation  
Wichita Park Department  
104 South Main, Wichita 67202

Mr. M.S. Mitchell, Asst. Supt. of  
Public Works Maintenance  
City-County Flood Control Office  
104 S. Main, Wichita 67202

Mr. Gary L. Koush, Operations Officer  
Urban Renewal Agency  
107 West Douglas, Wichita 67202

Gentlemen:

Kansas Gas and Electric Company strongly recommends that the River Bank Easement along our property fronting on the Little and Big Arkansas Rivers be described as follows:

RIVER BANK EASEMENT

"A River Bank Easement, along the southwesterly side of Block 3, for bank maintenance, flood control, river beautification and recreation purposes, reserving all other rights accruing to the Owners of Block 3, is hereby granted to the City of Wichita. The aforesaid recreational grant is under the control of the Board of Park Commissioners of the City of Wichita for Pedestrian and Bicycle Paths, Rest Areas and Fishing (from bank)."

The title on the map should read, "River Bank Easement", not "Drainage Easement".

Yours very truly,

E. S. HALL

ESH:bb

cc - Mr. Chas. M. Jeffries  
Professional Engineering Consultants  
1440 E. English, Wichita 67211

Messrs. Garrity  
Cadman  
Callstrom

C  
O  
P  
Y

DECLARATION OF COVENANTS TO  
PROTECT AND MAINTAIN COMMUNITY FACILITIES

THIS DECLARATION made this \_\_\_\_ day of April, 1969,  
by the Urban Renewal Agency of the Wichita, Kansas, Metropolitan  
Area, a public corporation; the City of Wichita, a municipal  
corporation; and Kingsborough, Inc., a \_\_\_\_\_ corporation,  
hereinafter called the Grantors,

WITNESSETH:

WHEREAS, Grantors are the owners of the real property  
hereinafter described and are desirous of subjecting said real  
property to the covenants hereinafter set forth, each and all  
which is and are for the benefit of said property, and for each  
owner thereof and shall inure to the benefit of and pass with  
said property, and each and every parcel or unit thereof, and  
shall apply to and bind the successors in interest, and owner  
thereof.

NOW, THEREFORE, Grantors hereby declare that the property  
hereinafter described is and shall be held, transferred, sold,  
conveyed and occupied subject to the covenants hereinafter set  
forth.

The real property which is subject to the covenants, set  
forth herein, is described as follows, to-wit:

Block 1, EXCEPT Lot 7 thereof, PARK PLAZA FIRST  
ADDITION to Wichita, Sedgwick County, Kansas.

No property other than that described above shall be deemed  
subject to this Declaration.

Purpose.

The real property covered hereunder shall be subject to  
these covenants to assure the continuity, maintenance, and  
protection of landscaped open space, fire lanes, walkways,  
recreation and entertainment facilities for the use of the

owners and occupants of the above-described property to insure the highest and best development of said property and, in general, provide adequately for high type and quality of improvement in said property. The Grantors or their successors in title, shall maintain and protect landscaped open space, walkways, fire lanes, all recreational and entertainment facilities located within said premises in such a way as to preserve so far as is practicable the natural beauty of said open space, recreational and entertainment facilities, and further to install and maintain all walkways, driveways, parking facilities and fire lanes in such a manner as to insure to the community continuity of ingress and egress, all construction to be done in a manner adequate to carry out the intended purpose of these covenants.

Manner of Assessment.

The manner of assessment for maintenance of Outdoor recreational facilities, walkways, fire lanes, and landscaped open space shall be as follows: Kingsborough, Inc., and its successors in title shall form an association to carry out the purposes herein set out and shall annually assess all of the owners of Block 1 the actual sum adequate to carry out the said purposes in direct ratio to the value of the land owned by each of them as assessed by the Sedgwick County Assessor's Office for the immediate last past assessable year, or by any other formula they may adopt which will adequately finance the purposes contained in these covenants.

Duration of Covenants.

From and after the date of the filing of this Declaration of Covenants in the office of the Register of Deeds of Sedgwick County, Kansas, the covenants contained herein shall be binding and effective upon all owners, purchasers, heirs and assigns of

the property covered hereunder for a period of 30 years and automatically shall be continued hereafter for successive periods of 10 years each unless by vote of the then owners of the majority of the square foot area covered hereunder and by approval of the City Commission of the City of Wichita, Kansas, it is agreed to terminate the restrictions at the end of such period.

Breach of Covenants.

The covenants herein set forth shall run with the land and bind the Grantors and all parties claiming by and through or under them shall be taken to hold, agree and covenant with the owners of said building site, their successors and assigns, and with each of them to conform to and observe said covenants but no covenants herein set forth shall be personally binding upon any corporation, person or persons except in respect to breaches committed during its, his or their seisin of or title to said land and Grantor or the owner or owners of any of the above land shall have the right to sue for and obtain injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observances of the covenants above set forth, and in addition to the ordinary legal action for damages, the failure of Grantor and the owner of any part of Block 1 except Lot 7 thereof hereby bound by said covenants to enforce any of the said covenants herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter.

Invalidation of Pardon.

Invalidation of any one of these covenants or any part thereof by judgments or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

THE URBAN RENEWAL AGENCY  
OF THE  
WICHITA, KANSAS, METROPOLITAN AREA  
SUITE 202 - CENTRAL BUILDING - 107 WEST DOUGLAS  
WICHITA, KANSAS 67202



March 28, 1969

KENNETH H. KITCHEN  
EXECUTIVE DIRECTOR

MEMORANDUM

TO: All Members of the Subdivision Committee

FROM: Kenneth H. Kitchen  
Executive Director *[Signature]*

RE: Final Plat Park Plaza First Addition

Circumstances beyond the control of either the Urban Renewal Agency or the Planning Department made it impossible to have the above referenced plat completed in time for the March 24th closing date for the April 3 Subdivision Committee Meeting. It, therefore, does not appear on the agenda for that meeting.

The Agency feels that it is very important that this plat proceed in an expeditious manner and we, therefore, request that the Committee consider the plat under "Other Items" on its agenda for Thursday, April 3, 1969.

We transmit herewith a copy of the plat and request that you familiarize yourself with the plat in order that it may be discussed on April 3.

The urgency of this matter is brought about by the fact that the Agency has an agreement with the redeveloper to deliver land for redevelopment by June 1, 1969.

JLC/jhf  
Enclosures

THE CITY OF WICHITA

OFFICE OF Asst. Supt. Public  
Works Maintenance

DATE March 24, 1969

TO G. H. Wilton, Supt. Public Works Maint.

FROM M. S. Mitchell, Asst. Supt. Public  
Works Maintenance

SUBJECT Park Plaza First Addition

Attached is a draft of a proposed "Memorandum or Agreement" to be executed by the Urban Renewal Agency and the City for the purpose of guaranteeing to the agency's developer the right to construct a marina and a commercial boat dock.

The draft was prepared by Gary Roush in an effort to clarify the developer's position regarding our right to "approve all improvements, changes or alterations to be made" on the easement to be dedicated by the plat for drainage, bank maintenance, flood control and river beautification purposes. Recall also that the bank is to be maintained at a minimum elevation on the easement described above.

If the developer were in a position to present a community unit plan, an architect's site plan or a similar drawing showing (within reasonable limits) the shape, location and dimensions of a marina, this office could comment on or approve his proposal now, at the time of platting as is normally done. The agency and the developer both state that such detail is not possible until the plat is approved, therefore, some assurance of cooperation is needed.

The Agreement as proposed would, it appears to me, take the right of approval of a marina and dock from the City and substitute for it the right to make "recommendations to insure the continuity of the Easement" and to further insure the purposes of the Easement "are not impaired." While I do not know the legal difference between the two positions, I am sure approval is the strongest--and I am also sure that approval will be given to any plan which is compatible with the purposes of the easement, which are specifically stated as drainage, bank maintenance, flood control and river beautification. I see no reason why the City should fail to approve the cutting of a channel which would connect the River (dedicated in fee to the City) with a marina which would be constructed wholly on private property so long as the minimum bank elevation was preserved, or a lock provided instead, and so long as the inlet channel could be maintained and beautified as easily as the remainder of the easement.

The matter of the commercial boat dock on Lot 7, near Murdock, is concerned I cannot understand why it must occupy the easement any more than any other commercial use would be allowed to. If permitted, and this should be decided now, then I am certain approval would be given plans that again permitted the uses granted by the easement without making them more difficult



Page 2  
G. H. Wilton  
March 24, 1969

or costly. To be effective a dock would either have to extend to the deep part of the river channel or be connected to it-- thus an inlet channel as described for the marina would seem to be the solution.

For these reasons, I do not recommend that the City agree to the provisions of the proposed Agreement as they are written. If the prospective developer is strongly inclined, I suggest a meeting at which the City would be represented by Public Works, Law, Planning and Park staff.

*M. S. Mitchell*

M. S. Mitchell  
Asst. Supt. Public  
Works Maintenance

MSM/cs

cc: Robert Lakin, Asst. Planning Director ✓  
Park Plaza First Addition Plat File

Attachment

Recd 3-17-69

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 1969, by and between the URBAN RENEWAL AGENCY OF THE WICHITA, KANSAS, METROPOLITAN AREA, hereinafter referred to as "The Agency"; and the ~~FLOOD CONTROL OFFICE OF THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF WICHITA, KANSAS~~, hereinafter referred to as <sup>City</sup> ~~"Flood Control"~~.

WHEREAS, the Agency is in the process of filing a final plat for the "Park Plaza First Addition" in preparation of providing a site for a high quality residential and commercial redevelopment by a private redeveloper; and

WHEREAS, a condition imposed by ~~Flood Control~~ for the finalization of said plat is for the Agency, on the face of the plat, to grant ~~Flood Control~~ an easement along the left bank of the Little Arkansas River for drainage, bank maintenance, flood control, and river beautification purposes (hereinafter referred to as "Easement"); and

WHEREAS, the Agency is desirous of reserving provisions for:

1. A private, inland, boat marina with ingress and egress to the Little Arkansas River by channel, on either Lot 1, Lot 3, Lot 4, or Lot 5, Block 1, as platted; and
2. A commercial boat docking facility which may extend out to, but not beyond, the physical bank of Lot 7, Block 1, as platted; and

WHEREAS, the above described reservations would encroach upon said Easement.

NOW THEREFORE, in consideration of the granting of the Easement ~~to Flood Control~~ it is hereby mutually agreed that the Agency reserves for itself and any future successors or assigns the right to:

1. Channel through the proposed Easement on either Lot 1, Lot 3, Lot 4, or Lot 5, Block 1, to provide ingress and egress from the Little Arkansas River to a private, inland, boat marina.
2. To construct or provide a site for construction within the Easement on Lot 7, Block 1, a boat docking facility, the river side extreme of which may extend to, but not beyond, the physical bank line of the Little Arkansas River.
3. The exact locations of the two facilities heretofore described shall be at the discretion of the Agency, or its successors or assigns, within the confines heretofore described.

It is further agreed, that before construction of the facilities, the Agency, or its successors or assigns, will submit to <sup>the City</sup> ~~Flood Control~~ the final plans and specifications for recommendations to insure the continuity of the Easement is retained and to insure further that the purposes for which the Easement is requested by Flood Control and granted by the Agency are not impaired.

An easement for drainage, bank maintenance, flood control, and river beautification purposes reserving all other rights accruing to the owner of Block 3 is hereby granted to the City of Wichita.

Block 1 as per Ordinance language -

The recreational easement in Block 3 is hereby granted to the ~~Park~~ Board *of Park Comm* of the City of Wichita for pedestrian and bicycle trails, fishing (from bank area) and rest areas.

The recreational easement in Block 1 is hereby granted to the ~~Park~~ Board *of Park Comm* of the City of Wichita for pedestrian and bicycle trails and rest areas.

*Drainage & Recreational Easement*

March 11, 1969

THE URBAN RENEWAL AGENCY  
OF THE  
WICHITA, KANSAS, METROPOLITAN AREA  
SUITE 202 • CENTRAL BUILDING • 107 WEST DOUGLAS  
WICHITA, KANSAS 67202



KENNETH H. KITCHEN  
EXECUTIVE DIRECTOR

March 4, 1969

Mr. William G oebel  
Chairman  
Wichita - Sedgwick County Metropolitan  
Area Planning Commission  
City Building Annex  
104 South Main  
Wichita, Kansas 67202

Re: Public Improvements in the Park  
Plaza "A" Project

Dear Mr. G oebel:

In regard to the subject urban renewal project, and more particularly in regard to the proposed plat for Park Plaza First Addition, please be advised that the Urban Renewal Agency has funds available, and will accept the financial responsibility for the construction of the sanitary sewer system, the storm sewer system, and the street system, including curbs and gutters and the public sidewalks.

The only exception to the above is, of course, that the cost of items constructed on the project boundaries must be shared on a 50/50 basis with the City of Wichita.

Sincerely yours,

  
Kenneth H. Kitchen  
Executive Director

KHK/l sb



C O P Y

MEMORANDUM

TO: R. W. Bruggeman, Department of Public Works  
FROM: Kenneth H. Kitchen, Urban Renewal Agency  
DATE: February 27, 1969  
SUBJECT: Park Plaza "A" Project - Barrier for Third Street

In connection with the subject project, please be advised that the Urban Renewal Agency will bear the expense for the construction and installation of a permanent barrier to dead-end Third Street at the west line of the north-south alley west of Riverview Street, as soon as it becomes necessary to close Third Street to traffic from that point west.

This barrier will, of course, be constructed to the specifications recommended by your department.

  
Kenneth H. Kitchen  
Executive Director

KHK/lsh

cc: Robert Lakin, Metropolitan Planning Department



C O P Y


MEMORANDUM

TO: R. W. Bruggeman, Department of Public Works  
FROM: Kenneth H. Kitchen, Urban Renewal Agency  
DATE: February 27, 1969  
SUBJECT: Park Plaza "A" Project - Cul-de-sac for Riverview

As you know, plans for the subject project call for Riverview Street to terminate at the south right-of-way line of the realigned Central Avenue. Accordingly, it has been agreed that it should terminate with a cul-de-sac, rather than be dead-ended.

In that regard, it should be pointed out that that portion of Riverview Street is on the Urban Renewal Project boundary, and, for that reason, the Urban Renewal Agency can only assume 50% of the cost of that particular project, with the other 50% having to be bore by the City of Wichita.

With that in mind, please be advised that the Urban Renewal Agency hereby accepts the financial responsibility for half the construction costs of the subject cul-de-sac.

  
Kenneth H. Kitchen  
Executive Director

KHK/lrb

cc: Robert Lakin, Metropolitan Planning Department



March 3, 1969

Urban Renewal Agency of the  
Wichita, Kansas Metropolitan Area  
City Building Annex  
104 South Main  
Wichita, Kansas 67202

Subject: S/D 67-65 - Preliminary Plat of  
PARK PLAZA FIRST ADDITION

Gentlemen:

This is to advise you that at a specially called meeting of the Utility Advisory Committee, February 27, concerning the technical requirements of the above captioned plat, the action of the Committee was to make the following conditions of approval of subject plat.

1. The notations describing the limits of the "access controls" shall all be located with reference to lot or block boundaries and/or points of curvature on the right-of-way lines of the adjacent streets.
2. Indicating "complete access control" for the south line of Lot 1, Block 2, except the east 10 feet thereof, and adjacent to the southerly 40 feet of the westerly line of said lot; and indicating "access control except 1 opening" adjacent to the balance of the westerly line of said lot. In addition, dimensions and geometrics of this lot are to be checked with the City Engineer's Office (Linn).
3. Provide for the installation of a barrier at the east line of Reserve "G" to dead-end Third Street.
4. Reserves should be identified within the plat's text or on the face of the plat, as to what they are being reserved for, as follows:

Reserve A - limited access highway  
" B - " " "  
" C - public open space &/or limited access highway  
" D - " " " &/or " " "  
" E - " " " &/or " " "  
" F - limited access highway  
" G - public open space  
" H - " " "  
" I - limited access highway  
" J - (not designated)

5. The applicant shall install or guarantee the installation for the paving of a cul-de-sac at the north end of River-view, immediately south of subject plat.
6. Prior to the forwarding of the final plat to the Board of City Commissioners, the applicant shall install or guarantee the installation and/or relocation of existing services of city water, sewer and other utilities, to serve all of subject property. (In regard to the services from Bell Telephone, Kansas Gas and Electric, and Gas Service Company, the applicant shall obtain letters from said companies stating that satisfactory arrangements have been made, copies of which shall be submitted to the Planning Department).
7. The applicant shall install or guarantee the installation of sanitary sewer, and for the paving of, and sidewalks adjacent to, Nims, Greenway, Central, Waco, and Murdock as contained within the final plat. A waiver of standard type guarantee is recommended in lieu thereof, a letter from the Urban Renewal Agency shall be submitted stating they accept responsibility for installation of these improvements.
8. The applicant shall submit an instrument providing for the continuity relationships, and maintenance provisions of internal circulation (both pedestrian and vehicular), open space and other common facilities, and for fire protection within the plat. In addition, a letter of agreement between the Director of the Urban Renewal Agency and the Metropolitan Area Planning Department shall be entered into whereby the URA is obligated to furnish copies of site plans submitted by the developer to the

Urban Renewal Agency, and the Director of Planning is obligated to submit such site plan to the Utility Advisory Committee of the Subdivision Committee of the Planning Commission for comment and review.

8. The easement overlaying vacated Third Street shall be dimensioned to include an underground circuit in place owned by KG&E lying along the south side of vacated Third Street.
9. Approval of the final plat to be subject to the Urban Renewal Agency filing, for Block 1, a zone change to such zoning districts as are compatible to the Urban Renewal Plan.
10. The private easements to Gas Service and Kansas Gas and Electric Company shown on Reserves H & I shall be adequately located and dimensioned.
11. The north-south alley extending through Lot 1, Block 3, and Reserve I should be relabeled as a 16-foot utility easement and be adequately dimensioned and located.
12. Lots 1, 2, and 3, Block 3, should be combined and indicated as Lot 1, Block 3.
13. Lot 4, Block 3, shall be dedicated for Greenway Boulevard.
14. All ownership rights owned by the Urban Renewal Agency in the Little Arkansas River should be shown as Reserve J and dedicated to the City of Wichita.
15. An easement for drainage, bank maintenance, flood control, and river beautification purposes shall be provided along and adjacent to the left bank of the river in Block 1 and shall be properly labeled. The dedicatory clause shall provide for a minimum elevation to be established along such easement and provide further that the Flood Control office of the Public Works Department, of the City of Wichita, shall approve all improvements, changes or alterations to be made within this easement.

Page 4 - S/D 67-65  
Urban Renewal Agency  
March 3, 1969

16. An easement for drainage, bank maintenance, flood control, and river beautification purposes satisfactory to Flood Control should be established along the line of the Arkansas River in Block 3.
17. An easement in Block 3 including all the area of the ownership of KG&E in the Little Arkansas River and extending beyond the bankline in Block 3 should be granted for drainage, bank maintenance, flood control, and river beautification purposes.
18. In establishing the easements listed in 16 and 17, the applicant shall provide for the retention of fee property rights and control of the KG&E Dam. The high bank property line on the Big Arkansas River ends at downstream toe of KG&E Dam. This juncture of easement lines to protect the Dam is to be shown on the final plat. Language providing for the easements in 16 and 17 shall be written to provide for or allow circulating water outfalls.
19. The plat shall reflect a 35-foot building setback from the southerly line of Greenway Boulevard on Lot 1, Block 3, and Reserve H.
20. The requests for temporary access and use of existing pavement and temporary easements should be resolved by separate memorandum agreements and/or temporary easements.
21. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

If an agreement has been reached between Kansas Gas and Electric, Urban Renewal Agency, and the City attorney as a result of the meeting of February 28, the engineers should make such changes as are appropriate on the final plat.

If you should have any questions concerning this matter, please contact our office.

Very truly yours,

Robert A. Lakin  
Assistant Planning Director

RAL:vjp

Page 5 - S/D 67-65  
Urban Renewal Agency  
March 3, 1969

cc: Professional Engineering Consultants  
✓ 1440 English  
Wichita, Kansas 67211

✓ Harold Davis  
Kansas Gas and Electric Co.  
P. O. Box 208  
Wichita, Kansas 67201

✓ George Ecknor  
Gas Service Company  
735 N. Hydraulic  
Wichita, Kansas 67214

David Suxton  
Attorney at Law  
Wichita Plaza Building  
Wichita, Kansas 67202

✓ Dick Linn  
City Engineering

F. E. Hobbs  
Wichita Fire Department  
Station #1

Bill Otten  
Water Department

✓ M. S. Mitchell  
Maintenance-Flood Control  
Public Works Department

Jim Smith  
Traffic Engineering

WICHITA-SEDGWICK COUNTY

METROPOLITAN AREA PLANNING DEPARTMENT

DATE 2/24/69

TO Utility Advisory Committee  
FROM Robert A. Lakin, Assistant Planning Director

THE  
ROAD TO  
SAFETY



SUBJECT S/D 67-65 - PARK PLAZA FIRST ADDITION

The Subdivision Committee, at its meeting of February 20, authorized the preparation of the final plat for Park Plaza First Addition subject to the members of the Utility Advisory Committee meeting with the Urban Renewal Agency to resolve the technical requirements submitted as comments on the pink sheets by the Planning staff and to resolve the requests as submitted by The Gas Service Company and Kansas Gas and Electric Company.

This meeting has been arranged for 10:00 a.m. Thursday, February 27, in the Planning Commission meeting room, 4th floor, City Building Annex. Will you please plan on attending and be prepared to resolve in detail the various items in the above mentioned list.

Attached is a copy of Kansas Gas and Electric Company's conditions and the letter from Gas Service Company.

RAL:vjp

Attachments 2

Park Plaza First Addition Preliminary Plat-  
Subdivision Committee Agenda February 20, 1969

In connection with the above Preliminary Plat, Kansas Gas and Electric Company requests the following items either be shown on the Final Plat or granted by separate recorded instruments.

1. Indicate exact location on Final Plat of the present 69 KV lines with 12 kv and 4 kv underbuild. Overhead Right-of-way for these lines to be retained by KG&E and any relocation required, to be at Urban Renewal expense.
2. Settlement for parcel of land at Central and Little River. This parcel is not to be dedicated by the plat. (Settlement to be approved by Messrs Stan Garrity and E. S. Hall of Kansas Gas and Electric Company).
3. & 4. Property rights to Little Arkansas River not to be dedicated by this plat. KG&E will grant an easement for river beautification work and bank control work to Wichita Park Department and Wichita-Valley Center Flood Control. (wording of easement to be approved by Messrs Stan Garrity and E. S. Hall of KG&E).
5. Retention of full property rights, and control of our Dam must not be subverted by this plat. (Mr. Stan Garrity of KG&E to write the required instrument keyed to the Final Plat. Indicate on the plat, KG&E property lines including the west side of the Dam).

6. The high bank property line on the Big Arkansas River ends at downstream toe of KG&E Dam. This is to be shown on the Final Plat.
7. Circulating water outfall, on Big River, must be provided. Also on Little River at (7A). These are to be located by dimension on the Final Plat.
8. An easement to KG&E only for underground duct line to be shown on the Final Plat, by exact dimensions, and worded as follows: "Not to be disturbed by any future construction easement or highway construction".
9. Parcel part of Plaza Substation site at Northeast corner to be dedicated by KG&E for Greenway Boulevard right-of-way only. This is to be shown on Final Plat. (No cost to Urban Renewal).
10. Show on Final Plat by exact dimensions, 30 foot drive entrance at (old Kelley and (new) Greenway Boulevard.
11. Show on Final Plat by exact dimensions, 30 foot drive entrance at (old) Stephens and (new) Greenway Boulevard.
12. Show on Final Plat by exact dimensions KG&E "Overhead" easement for Wichita-Mead 69 KV line with 12 kv and 4 kv underbuild on west side of (old) Kelley between 3rd and Central and the south side of (old) Central between (old) Kelley and the east line of plat. Also for 12 kv with 4 kv underbuild on north side of (old) Central from (old) Stephens to the east line of plat, to be retained in operation, overhead, until alternate facilities are provided by Urban Renewal.

13. Show on Final Plat by exact dimensions, KG&E "Overhead" easement for 12 kv and 4 kv overhead lines to be retained in operation until alternate facilities are provided by Urban Renewal. These are located on (old) Stephens.
14. Show on Final Plat by exact dimensions, KG&E "Overhead" easement for 12 kv and 4 kv lines to be retained in operation until alternate facilities are provided by Urban Renewal. This is located on (old) Third Street.
15. Show on Final Plat by exact dimensions KG&E "Overhead" easements for 12 kv and/or 4 kv feeder lines to be retained in operation, overhead, until alternate facilities are provided by Urban Renewal.
  - A. Alley between (old) Sherman and (old) Riverview from 3rd to Central.
  - B. Alley between (old) Waco and (old) Wichita from (old) Central to North Line of Plat.
  - C. (Old) Pine from alley west of (old) Wichita to east line of Plat.
  - D. (Old) Pine from alley east of (old) Waco to Little River if electric service is still required for City sewer pump.
  - E. North side of Central, Stephens to Nims.
16. Ingress and Egress requests as follows:
  - a. Do not remove paving on (old) Central until Greenway paving is completed.
  - b. Do not remove paving on (old) Kelley from (old) Central to Greenway until Greenway is paved.

c. Do not remove paving on (old) Kelley from  
Greenway to south side of (old) 3rd Street.

17. Temporary ingress and egress easement as follows, until Greenway Boulevard is completed: Second Street, by way of (old) Sherman to existing KG&E driveway, 330 feet south of the intersection of (old) Sherman and Third Street, thence across KG&E property, now under condemnation by Urban Renewal, to KG&E Plant.
18. Show easement on Final Plat by dimensions, for City underground electric line from the center lines of Central and Nims, West to Little River Bridge.
19. Approval of above requests to be made a part of the Final Plat is required by KG&E, before joint application is submitted.

See Key Map Attached.

Harold B. Davis  
KG&E Representative  
Subdivision Committee

  
**THE GAS SERVICE COMPANY**  
General Offices • 700 SCARRITT BLDG., KANSAS CITY, MISSOURI 64142

ADDRESS REPLY TO  
WICHITA, KANSAS DIVISION  
127 NORTH MARKET  
WICHITA, KANSAS 67201

February 19, 1969

Metropolitan Area Planning Commission  
104 South Main  
Wichita, Kansas 67202

Attn: Mr. C. Bickley Foster

Re: Park Plaza First Addition  
Preliminary Plat

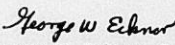
Dear Sir:

In connection with the hearing, February 20, 1969, of the above Preliminary Plat, The Gas Service Company requests the following items either be shown on the Final Plat or granted by separate recorded instruments.

1. An easement to The Gas Service Company for the existing 16' alley west of Sherman from the south property line of 3rd Street, south to the end of the existing alley. This easement is necessary for the existing 12" and 4" intermediate mains. This easement to be shown on the Final Plat by exact dimensions and worded as follows: "Not to be disturbed by any future construction easement or highway construction."
2. A 30' easement to The Gas Service Company for the existing 8" intermediate pressure main in 3rd Street, from the west line of the alley west of Sherman, east to the east line of the plat. This easement to be shown on the Final Plat by exact dimensions, and worded as follows: "Not to be disturbed by any future construction easement or highway construction."
3. An easement to The Gas Service Company for any facilities located on K&E property immediately west of the alley west of Sherman. The description of this easement to be determined after a meeting with the engineer who prepared the plat. This item to be resolved before the Final Plat is prepared.

See Key Map attached.

Yours very truly,  
THE GAS SERVICE COMPANY

  
George W. Eckner, Engineer  
The Gas Service Company Representative  
Sub-Division Committee

GWE:jlf

Distributor of Natural Gas in More Than 350 Communities in the Heart of the Nation.



S/D NO. 67-65 Name PARK PLAZA FIRST ADDITION  
Date Application Rec'd. 7-17-67/2-10-69 Preliminary Approval  
Scheduled S/D Meeting 2-20-69

DESCRIPTION

General Location An irregular area bounded by 2nd and Murdock and by  
the Little Arkansas River and Water Street  
Owner Urban Renewal Agency  
Surveyor/Engineer Professional Engineering Consultants  
Address \_\_\_\_\_ Phone AM 2-2691

- |   |   |
|---|---|
| 1. Gross Acreage of Plat <u>78.1</u>  | 7. Lineal Feet of New Streets:  |
| 2. Number of Lots:  | a. <u>120</u> R/W <u>3,965</u> ft.                                    |
| Residential <u>7</u>  | b. <u>110</u> R/W <u>1,360</u> ft.                                    |
| Commercial <u>2</u>   | c. <u>86.1</u> R/W <u>530</u> ft.                                     |
| Industrial <u>3</u>   | d. _____ R/W _____ ft.  |
| Other <u>9 reserves</u>   | e. _____ R/W _____ ft.  |
| Total Number of Lots <u>21</u>  | TOTAL <u>5,855</u> ft.  |
| 3. Minimum Lot Frontage <u>57</u> ft.                                       | 8. Sidewalk adjacent to all<br>streets? <u>yes</u> <u>X</u> <u>no</u> |
| 4. Minimum Lot Area <u>10,740</u> sq. ft.                                   |   |
| 5. Existing Zoning <u>A, B, BB, LC, C, &amp; E</u>                          |   |
| 6. Proposed Zoning <u>B &amp; LC</u>  |   |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u>     |   |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> |   |
| 11. Health Department Approval (where applicable) _____ (Yes-No)            |   |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____                        |   |

STAFF COMMENTS:

- Points of access are indicated but the overall description of their limits are not all dimensioned where the description changes at location other than points of curvature.
- Access control should be established on Lot 1, Block 2.
- Provide for the installation of a barrier at the east line of Reserve "E" to dead-end Third Street. *See memo to D.P.W. from URA, 2-27-69*
- Reserves should be identified within the plat's text or on the face of the plat, as to what they are being reserved for, as follows:

Reserve A - limited access highway  
" B - " " "  
" C - public open space &/or limited access highway  
" D - " " " &/or " " "  
" E - " " " &/or " " "  
" F - limited access highway  
" G - public open space  
" H - " " "  
" I - limited access highway

NOTE: Those indicated for limited access highway are also for interim park and open space or off-street parking.

- Reserve "I" (Inner Loop R/W) does not coincide with the corresponding area designated in the current Urban Renewal Plan for Park Plaza "A" as amended August 1, 1968. Until final construction plans are readied and a final determination made as to whether this link should be structure or fill, the plat as submitted should be accepted. If additional right-of-way is needed, it would then have to be acquired later.
- The applicant shall install or guarantee the installation for the paving of a cul-de-sac at the north end of Riverview, immediately south of subject plat. *See memo to D.P.W. from URA, 2-27-69*

7. Removing all structures on all Reserves and street rights-of-way prior to the approval of the final plat by the Board of City Commissioners.
8. Prior to the forwarding of the final plat to the Board of City Commissioners, the applicant shall install or guarantee the installation and/or relocation of existing services of City water, sewer and other utilities, to serve all of subject property. (In regard to the services from Bell Telephone, Kansas Gas & Electric and Gas Service Co., the applicant shall obtain letters from said companies stating that satisfactory arrangements have been made, copies of which shall be submitted to the Planning Department.)
9. The applicant shall install or guarantee the installation of sanitary sewer, and for the paving of, and sidewalks adjacent to, Nims, Greenway, Central, Waco and Murdock as contained within the final plat. A waiver of standard type guarantee is recommended and in lieu thereof, a letter from the URA shall be submitted stating they accept responsibility for installation of these improvements.
10. The applicant shall submit a Community Unit Plan (or its equivalent), providing for an overall site plan showing the continuity relationships, and maintenance provisions of internal circulation (both pedestrian and vehicular), its relationship for fire protection, e.g., fire lanes, and the continuity relationship, and maintenance provisions of the open space within the plat.
11. Approval of the final plat to be subject to the URA filing a zone change to such zoning districts as are compatible to the Urban Renewal Plan.
12. The private easements to Gas Service and Kansas Gas & Electric Company shown on Reserves H & I shall be adequately located and dimensioned.
13. The north-south alley extending through Lot 1, Block 3, and Reserve I should be relabeled as a 16-foot utility easement and be specifically located.
14. Lots 1, 2, and 3, Block 3, should be combined and indicated as Lot 1, Block 3. Although Block 3 is in different ownerships at the present time, it is understood that the intent is for KG&E to own the entire block.
15. Lot 4, Block 3, should not appear as a lot, but part of the ROW being dedicated for Greenway Blvd.
16. Any ownership rights owned by the URA in the Little Arkansas River should be shown in a Reserve and the Reserve dedicated to the City of Wichita or the Park Board (whoever has the ownership for the balance of the River).
17. The easement for drainage, bank maintenance, flood control, and river beautification purposes provided along and adjacent to the left bank of the river shall be properly labeled. The dedicatory clause shall provide for a minimum elevation to be established along such easement and provide further that the Flood Control Office of the Public Works Department, of the City of Wichita, shall approve all improvements, changes or alterations to be made within this easement.
18. The bankline of both the Little Arkansas and Arkansas Rivers should be established along Block 3.
19. An easement for drainage, bank maintenance, flood control and river beautification purposes satisfactory to Flood Control should be established along the line of the Arkansas River in Block 3.
20. The area in Block 3 between the established bankline and the center of the Little Arkansas River should be dedicated to the public for drainage, bank maintenance, flood control, and river beautification purposes. Also the easement requested in No. 19 should be extended along the bankline north to Central. The Park Department should determine whether or not an easement for recreation purposes should be requested for the main portion of the River.

PAGE 2

S/D 67-65 - PARK PLAZA FIRST ADDITION

21. The plat shall reflect a 35-foot building setback from the southerly line of Greenway Boulevard on Lot 1, Block 3, and Reserve H.
22. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).



KANSAS GAS AND ELECTRIC COMPANY  
P.O. Box 208 Wichita, Kansas 67201

*Filkins  
Park Plaza*



February 10, 1968

The Urban Renewal Agency of the City  
of Wichita, Kansas Metropolitan Area  
City Building Annex  
104 South Main Street  
Wichita, Kansas 67202

Attention: Mr. Jerry Cooper

Gentlemen:

This will refer to my letters of May 9 and June 25, 1968, relative to removal of the pavement on the streets in the vicinity of our Wichita Plant.

We do not object to the removal of the pavements in the project area except Kelly Street from Central, which we need for ingress and egress to our plant, and Sherman Street south of a point 330 feet south of the present intersection of Third and Sherman. This will be our alternate ingress and egress to Second Street during the construction of Greenway Boulevard and will require an access permit across the property presently under condemnation by Urban Renewal.

Since we will be having a considerable amount of heavy traffic into our plant site during the construction period, it will be absolutely imperative that Central Avenue will not be removed until Greenway Boulevard is paved.

Removal of the pavement on the remainder of the streets will not seriously impair the operation of our facilities.

Yours very truly,

E. S. HALL

ESH:bb

cc - Messrs. Ralph Wulz, City Manager, City of Wichita  
Bickley Foster, Metropolitan Area Planning Commission  
M. S. Mitchell  
Wilson K. Cadman  
H. K. Tatum  
Harley Macklin  
John Hansberry/ Don LeBegue

C  
O  
P  
Y

COPY

Map No.: 5447448  
Section No.: 20417  
Twp. No.: 27S  
Range: 1E

S/D No. 67-65

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Park Plaza First Addition

General Location: an irregular area bounded roughly by Murdock, Water and Second Streets and the Arkansas River

Name of Property Owner: Urban Renewal Agency Phone: AM7-5391  
~~Address:~~ and Kansas Gas and Electric Company Phone: AM4-1111

Name of Subdivider: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

Name of Agent/Surveyor: Professional Engineering Consultants  
Address: 309 Laura Phone: AM2-2691

Date of Application: \_\_\_\_\_

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 63.34 78.1
2. Number of Lots:
  - Residential 7
  - Commercial 2
  - Industrial 3
  - Other 10.8 reserves
3. Minimum Lot Frontage 57 ft. 13 lots & 10 reserves
4. Minimum Lot Area 10,740 ft.
5. Existing Zoning \_\_\_\_\_
6. Proposed Zoning \_\_\_\_\_
7. Lineal Feet of New Streets:
  - a. 120 R/W 3,965 ft.
  - b. 110 R/W 1,360 ft.
  - c. 86.1 R/W 530 ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - TOTAL 5,855 ft.
8. Sidewalk adjacent to all streets? yes  no
9. Public Water Supply (Yes-No), Name City of Wichita
10. Public Sanitary Sewers (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) \_\_\_\_\_ (Yes-No)
12. City of Wichita 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 including petitions for improvements such as streets, sewer, sidewalks, etc. with the register of deeds as well as all costs of publication of initiating resolutions approving any petition for improvements 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. Kansas Gas & Electric Company, as an additional owner, has joined in this application subject to the conditions and limitations as set forth on the reverse side hereof. The Urban Renewal Agency of the Wichita, Kansas Metropolitan Area Owner's Signature: by: Kenneth H. Kitchen, Executive Director

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

Received by [Signature]  
Date: 2/10/69  
Fee Submitted None

T9-301B (10-68)



NOTE: Lot 4, Block 3 is deleted as a lot. It thus becomes Greenway Boulevard R-O-W.

I. The Problem

The Urban Renewal Agency is estopped in conveying land to a ready developer. Because of the present planning procedure it is necessary for K. G. & E. to join with or to consent to vacation of all streets and alleys in the Park Plaza Project or to join with or consent to the replatting of the area.

K. G. & E's posture results from what they consider to be an unfair interpretation by HUD, at the Washington level, of Kansas Urban Renewal Law 17-4756 (h)

Provided, that in the carrying out of the urban renewal plan under the provisions of this act, public utilities, either publicly or privately owned, shall not be required to locate, remove, or readjust utility facilities and services without fair and reasonable compensation. (L. 1955, ch. 86, 15; June 30.)

An impasse has been reached because the Urban Renewal Agency and K. G. & E. cannot resolve, to everyone's satisfaction, what is adequate compensation. The compensation necessary for the relocation of their utilities in the Park Plaza area admittedly may not be adequate. The statute cited above is not precise as to what adequate compensation is.

It is our opinion and that of the counsel for K. G. & E., and that of HUD, at the Washington level, that this statute will only be clarified by a court action which will probably result in adjudication to the Kansas Supreme Court.

Because of the crowded dockets and the procedural delays, one cannot reasonably assume this question will be resolved within the next two years. By the same token, we cannot expect the developer of Park Plaza to wait for that decision.

II The Result We Wish to Achieve

The result we wish to achieve is to present a plat plan to the Planning Commission and request that they proceed under K. S. A. 12-512 (b)

Vacation of plats or other public reservations. In any area where there is a planning commission

2-5-69

which has adopted subdivisions regulations governing the platting or replatting of land, any plat, street, alley or public reservation, such as but not limited to easements, dedicated building setback lines, and access control lines, shall be vacated without any further proceedings upon the filing with the register of deeds of any plat or replat approved in the manner prescribed by the subdivision regulations. (L. 1967, ch. 99, § 1; July 1.)

to replat the Park Plaza Project in an effort to begin the long awaited and overdue redevelopment of Park Plaza.

It will be necessary for the Planning Commission and that staff to process this plat plan most expeditiously. We anticipate there is the possibility that the utilities committee will recommend against the replatting.

The Urban Renewal Agency's position will be that K. S. A. ~~4756~~<sup>12-505</sup> (h) allows the County Commissioners to find that the admonition of K. S. A. 12-505 (" . . . no private rights will be injured or endangered by such vacation. . . ") has been complied with.

Under this approach, K. G. & E. will be paid for the relocation of all their utilities in the area, based on the interpretation given to K. S. A. 17-4756 (h) by HUD, at the Washington level. Those standards will allow the Urban Renewal Agency to pay K. G. & E. for the cost of removing abandoned lines and will pay them for the relocation of other lines to service the area, less the depreciated value of those lines being replaced, less the salvage value. (cost of new line x (accrued depreciation of old line (%)) + removal cost of old line - salvage value of old line)

K. G. & E. has not by this action irreparably compromised themselves because they may still bring an action against the Urban Renewal Agency for any unredeemed damages they feel they have received as a result of the Urban Renewal activities in the Park Plaza area.

*City of Chicago to file declaratory judgment.*

Map No.: 5447 448  
Section No.: 20 4 17  
Twp. No.: 27 S  
Range: 1 E

S/D No. 67-65

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Park Plaza First Addition

General Location: an irregular area bounded roughly by Murdock, Water and Second Streets and the Arkansas River

Name of Property Owner: Urban Renewal Agency Phone: AM7-5391  
~~Address~~ and Kansas Gas and Electric Company Phone: AM4-1111  
Name of Subdivider: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name of Agent/Surveyor: Professional Engineering Consultants  
Address: 309 Laura  
Date of Application: \_\_\_\_\_ Phone: AM2-2691

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 87.34 78.1
2. Number of Lots:
  - Residential 7
  - Commercial 2
  - Industrial 3
  - Other 10<sup>8</sup> reservesTotal Number of Lots 22 7 lots & 10 reserves
3. Minimum Lot Frontage 57 10 ft.
4. Minimum Lot Area 10,740 ft.
5. Existing Zoning \_\_\_\_\_
6. Proposed Zoning \_\_\_\_\_
7. Lineal Feet of New Streets:
  - a. 120 R/W 3,965 ft.
  - b. 110 R/W 1,360 ft.
  - c. 86.1 R/W 530 ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.TOTAL 5,855 ft.
8. Sidewalk adjacent to all streets? yes  no
9. Public Water Supply (Yes-No), Name City of Wichita
10. Public Sanitary Sewers (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) \_\_\_\_\_ (Yes-No)
12. City of Wichita 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 including petitions for improvements such as streets, sewer, sidewalks, etc. with the register of deeds as well as all costs of publication of initiating resolutions approving any petition for improvements 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. Kansas Gas & Electric Company, as an additional owner, has joined in this application subject to the conditions and limitations as set forth on the reverse side hereof. The Urban Renewal Agency of the Wichita, Kansas Metropolitan Area Owner's Signature: Kenneth H. Kitchen, Executive Director

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

Received by [Signature]  
Date 2/10/69  
Fee Submitted none

T9-301B (10-68)



NOTE: Lot 4, Block 3 is deleted as a lot. It thus becomes Greenway Boulevard R-O-W.

Kansas Gas and Electric Company, on request of the Urban Renewal Agency in order to expedite its planning, joins in this application subject to the following:

1. The conditions, obligations, contractual commitments and duties imposed upon the Urban Renewal Agency, as set forth in this application above are not applicable to Kansas Gas and Electric Company.
2. This application, and any related application for plat approval, are submitted on condition that, before any such application is forwarded or presented to, or considered by, the Board of City Commissioners for final action by it, each involved utility shall file with the Metropolitan Area Planning Department a letter stating that The Urban Renewal Agency of Wichita, Kansas, recognizing the provisions of Sections 17-4756h and 12-505, K.S.A., shall have entered into a satisfactory agreement to pay the fair and reasonable cost of relocating, removing or adjusting the utility's installations in the area involved, in accordance with a mutually acceptable formula, yet to be agreed upon, for calculating such fair and reasonable costs.

KANSAS GAS AND ELECTRIC COMPANY

BY

E. S. Hall  
E.S. HALL

VICE PRESIDENT - Operations

October 20, 1967

Professional Engineering  
Consultants  
309 Laura  
Wichita, Kansas 67211

Subject: S/D 67-65 - Preliminary Plat of  
PARK PLAZA "A" ADDITION

Gentlemen:

At its regular meeting on October 19, 1967, the Subdivision Committee of the Metropolitan Area Planning Commission considered the preliminary plat of PARK PLAZA "A" ADDITION. The action of the Subdivision Committee was to approve the preliminary plat and authorize preparation of the final plat subject to the following conditions:

*Has been done*

1. The appropriate agencies shall provide for, and take the necessary measures to amend the 1968 CIP for the financing of "out-of-project construction costs" on portions of Waco North of Murdock, Waco south of Central, and Nims north of Greenway Blvd., Central east of Waco, and Greenway west of Nims.

*OK* Adjust boundaries of Reserve "A" to the west side of the existing alley and to the north side of the existing alley.

*OK* Provide barrier at the east line of Reserve "A" to dead-end Third Street.

*OK* Third Street lying within Reserve "A" shall be designated as an utility easement.

*OK* Provide barrier at the east line of Reserve "B" to dead-end Elm Street and/or re-establish Reserve boundaries.

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AVAILABLE COPY

6. Elm Street lying within Reserve "B" shall be designated as an utility easement.

7. Reserves "A" and "B" shall be clearly identified within the plat's text as areas to be utilized only for public open space and/or limited access highway. *adjust*

8. Clearly indicating the access control provisions adjacent to the street right-of-way lines as follows:

HIND STREET	1 point
GREENWAY BLVD.	2 points
CENTRAL AVENUE	2 points
WACO AVENUE	2 points
MURDOCK AVENUE	1 point

*Comment*

The applicant shall meet with the Engineering Division of the Department of Public Works and obtain the limits of total access control (a copy of the attached plat contains the initial dimensions of such limits).

9. *OK* Clearly indicating the street name for Murdock Avenue.

10. The applicant shall install or guarantee the installation for the paving ~~of~~ of a cul-de-sac at the north end of Riverview, immediately south of subject plat.

11. Removing all structures on all Reserves and street rights-of-way prior to the approval of the final plat by the Board of City Commissioners. ?

12. The applicant shall install or guarantee the installation and/or relocation of existing services of City water, sewer and other utilities, to serve all of subject property. (In regard to the services from Bell Telephone, Kansas Gas & Electric and Gas Service Co., the applicant shall obtain letters from said companies stating that satisfactory arrangements have been made, copies of which shall be submitted to the Planning Department.)

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AVAILABLE COPY

13. The applicant shall install or guarantee the installation of the paving and sidewalks adjacent thereto for Nims, Greenway, Central, Waco and Murdock as contained within the area of the final plat. *adjust*
- OK* 14. The 30 foot utility easement in Block A, adjacent to the west side of Waco Ave. shall be extended along the north side of Central and Greenway Blvd. and the east side of Nims. *adjust*
15. The URA shall with Flood Control, define a boundary for the left bank of the Little Arkansas River and said River shall be dedicated to the Park Board as Reserve "C". Either the whole river or the left half only may be included in the plat. *adjust*
16. An easement for drainage, bank maintenance, flood control, and river beautification purposes shall be provided along and adjacent to the left bank of the river as established by Flood Control Office. The dedicatory clause shall provide for a minimum elevation to be established along such easement and provide further that the Flood Control Office of the Public Works Department, of The City of Wichita, shall approve all improvements, changes or alterations to be made within this easement. *adjust*
17. The applicant shall submit a Community Unit Plan (or its equivalent), providing for an overall site plan showing the continuity relationships and maintenance provisions of internal circulation (both pedestrian and vehicular), its relationship for fire protection, e.g., fire lanes, and the continuity relationship, and maintenance provisions of the open space within the plat.
18. Approval of the final plat to be subject to the applicant filing the appropriate zoning application for those areas presently zoned a classification which is not compatible with the proposals of the Urban Renewal Project.

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Map No.: 5447  
5448  
 Section No.: 20 & 17  
 Twp. No.: 27 south  
 Range: 1 east

S/D No. S/p67-65

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Park Plaza First Addition  
 General Location: an irregular area bounded roughly by Murdock, Water and Second Streets and the Arkansas River  
 Name of Property Owner: Urban Renewal Agency Phone: AM 7-5391  
~~Wichita~~ and Kansas Gas & Electric Company Phone: AM 4-1111  
 Name of Subdivider: same Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Name of Agent/Surveyor: Professional Engineering Consultants  
 Address: 309 Laura Phone: AM 2-2691  
 Date of Application: Copy received on 12-9-68

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 63.34
2. Number of Lots:
  - Residential 7
  - Commercial 2
  - Industrial 3
  - Other L.R.O.W., 9 Reserves
  - Total Number of Lots 12
3. Minimum Lot Frontage 57 ft.
4. Minimum Lot Area 3,000 ft.<sup>2</sup>
5. Existing Zoning A, B, BB, LC, C & E
6. Proposed Zoning ?
7. Lineal Feet of New Streets:
  - a. 120 R/W 3,965 ft.
  - b. 110 R/W 1,360 ft.
  - c. 86.1 R/W 530 ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - TOTAL 5,855 ft.
8. Sidewalk adjacent to all streets? yes  no
9. Public Water Supply (Yes-No), Name City of Wichita
10. Public Sanitary Sewers (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) N/A (Yes-No)
12. City of Wichita  ~~Three Mile Area~~

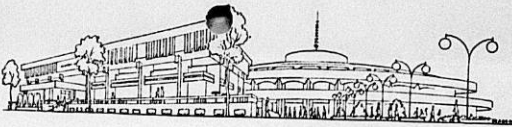
COPY

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 including petitions for improvements such as streets, sewer, sidewalks, etc. with the register of deeds as well as all costs of publication of initiating resolutions approving any petition for improvements 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: BY: Kenneth H. Kitchen, Executive Director  
 BY: E.S. Hall, Vice-President of Operations

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

Received by D.H. Hallerath  
 Date 12-9-68  
 Fee Submitted None



KENNETH H. KITCHEN  
EXECUTIVE DIRECTOR

MEMORANDUM

TO: Subdivision Members  
FROM: Gary L. Roush, Urban Renewal Agency  
DATE: October 8, 1968  
SUBJECT: Special Meeting - Park Plaza Plat



The Metropolitan Planning Commission has recommended that due to the complexity of the plat for Park Plaza, a special preliminary subdivision meeting should be held to discuss easements, access points, and other related details.

Therefore, please be advised that such a meeting will begin at 2 p. m., on Monday, October 21, 1968, in the Board Room, second floor of the City Library, at 223 South Main Street.

It is imperative that you attend, if at all possible. If, however, you are unable to, it would be appreciated if another representative were designated to attend for you.

Should you have any questions concerning this matter, please call me at AM 7-5391.

Gary L. Roush  
Gary L. Roush  
Operations Officer

GLR/lrb

cc: Bob Lakin, Planning Dept.  
Bob Young, Planning Dept.  
John Gist, Planning Dept.  
Jack Galbraith, Planning Dept.  
Lawrence Carney, Fire Dept.  
Dick Lynn, City Engineer  
Jim Smith, Traffic Engineer  
M. S. Mitchell, Flood Control  
Bill Otten, Water Dept.

Starnes Walker, Gas Service Co.  
Fred Guy, Arkla Gas Co.  
Harold Davis, K. G. & E.  
R. L. Nicholas, Southwestern Bell  
Charles Jefferies, P. E. C.  
Jerry Cooper, Urban Renewal  
Kenneth Kitchen, Urban Renewal  
Hartman Reigler, Urban Renewal

November 8, 1967

~~Kenneth Kitchen, Executive Director, Urban Renewal Agency~~

Robert A. Lakin, Assistant Planning Director

The Inner Loop Expressway

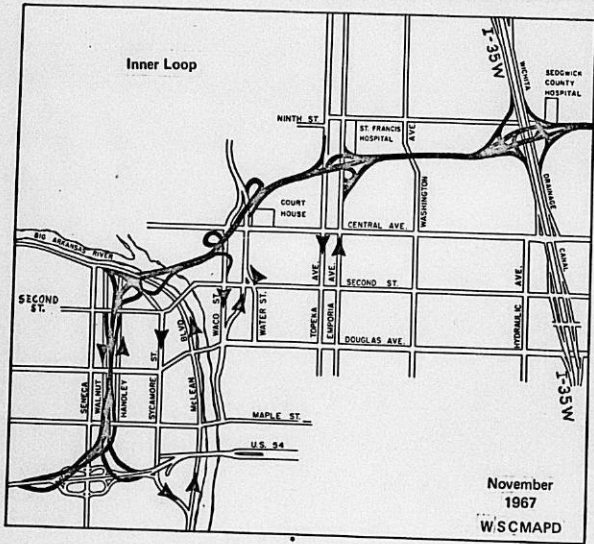
WAS NOT SENT TO URA;  
KEEP FOR FUTURE USE OR REFERENCE

Preliminary engineering plans (geometrics and right-of-way requirements) for the Inner Loop Expressway as they relate to Riverview have been completed. However, the facility has not been placed on any Federal or State Highway System as is the hope of local officials. We understand that the Federal Government does not plan to add any additional mileage to the Interstate System until the existing Interstate program is completed. The completion for this program is now 1973.

After 1973, however, the indications are that a new highway program for urban areas will be developed. Since the preliminary engineering plans for the Inner Loop Expressway are available and are based upon needs as determined in the Adopted Comprehensive Transportation Plan, it is the belief that the Inner Loop Expressway would receive a high priority and be placed on the post-1973 Urban Interstate Highway Program.

Assuming that this Expressway might be funded in 1973, at least twelve months would be needed for producing the final construction plans from which the Inner Loop could be broken into sections for stage construction. Experience with past Interstate systems indicates that an additional twenty-four months would be necessary for purchasing the right-of-way for the first stage of construction. Consequently, it appears that on an optimum schedule the earliest date for beginning construction of the Inner Loop would be late 1976. However, the initial construction phases would not be likely to affect the subject area until a later date.

Specifically, since the Inner Loop is an elevated highway, the limits of the stage construction will be controlled by the interchange locations. At this time, it would appear that the Inner Loop would be divided into three primary construction stages; i.e., Kellogg Avenue to Second Street, Second Street to Topeka-Emporia Avenues, and Topeka-Emporia Avenues to I-35W.



Kenneth Kitchen, Executive Director  
November 8, 1967  
Page 2

With this in mind, past experience would further indicate that initial construction would take place on both end sections of the Inner Loop from Kellogg Avenue to Second Street and from I-35W to Topeka-Emporia Avenues with the middle section from Second Street to Topeka-Emporia Avenues being the final construction stage.

In conclusion, it can be summarized that, contingent upon the aforementioned assumptions, the Inner Loop Expressway will most likely be placed on a Federal aid highway program in 1973 and would likely pursue a schedule similar to the following:

1973-1974	Funding; final constructions plans; stage construction scheduling.
1974-1976	Right-of-way acquisition for Stage I.
1976-1978	Construction of Stage I (from I-35W to Topeka-Emporia Avenues); right-of-way acquisition for Stage II.
1978-1980	Construction of Stage II (from Kellogg Avenue to Second Street); right-of-way acquisition for Stage III.
1980-1982	Construction of Stage III (from Second Street to Topeka-Emporia Avenues).

Therefore, it now appears that any Riverview Street cul-de-sac constructed at this time would remain in operation for at least ten years in the future.

RAL:JHS;bgs

November 8, 1967

Kenneth Kitchen, Executive Director, Urban Renewal Agency  
Robert A. Lakin, Assistant Planning Director

S/D 67-65 - Park Plaza "A" Addition

On the Preliminary Plat of Park Plaza "A" Addition, this office recommended that a cul-de-sac be installed to terminate Riverview Avenue.

After checking with Planning staff members, the City Engineering Department and, from all other information available to this office, we can safely say the street will be in existence for at least ten years.

RAL:RCW:bgs

October 20, 1967

Professional Engineering  
Consultants  
309 Laura  
Wichita, Kansas 67211

Subject: S/D 67-65 - Preliminary Plat of  
PARK PLAZA "A" ADDITION

Gentlemen:

At its regular meeting on October 19, 1967, the Subdivision Committee of the Metropolitan Area Planning Commission considered the preliminary plat of PARK PLAZA "A" ADDITION. The action of the Subdivision Committee was to approve the preliminary plat and authorize preparation of the final plat subject to the following conditions:

1. The appropriate agencies shall provide for, and take the necessary measures to amend the 1968 CIP for the financing of "out-of-project construction costs" on portions of Waco North of Murdock, Waco south of Central, and Nims north of Greenway Blvd., Central east of Waco, and Greenway west of Nims.
2. Adjust boundaries of Reserve "A" to the west side of the existing alley and to the north side of the existing alley.
3. Provide barrier at the east line of Reserve "A" to dead-end Third Street.
4. Third Street lying within Reserve "A" shall be designated as an utility easement.
5. Provide barrier at the east line of Reserve "B" to dead-end Elm Street and/or re-establish Reserve boundaries.

6. Elm Street lying within Reserve "B" shall be designated as an utility easement.
7. Reserves "A" and "B" shall be clearly indentified within the plattor's text as areas to be utilized only for public open space and/or limited access highway.
8. Clearly indicating the access control provisions adjacent to the street right-of-way lines as follows:

NIMS STREET	1 point
GREENWAY BLVD.	2 points
CENTRAL AVENUE	2 points
WACO AVENUE	2 points
MURDOCK AVENUE	1 point

The applicant shall meet with the Engineering Division of the Department of Public Works and obtain the limits of total access control (a copy of the attached plat contains the initial dimensions of such limits).

9. Clearly indicating the street name for Murdock Avenue.
10. The applicant shall install or guarantee the installation for the paving (temporary) of a cul-de-sac at the north end of Riverview, immediately south of subject plat.
11. Removing all structures on all Reserves and street rights-of-way prior to the approval of the final plat by the Board of City Commissioners.
12. The applicant shall install or guarantee the installation and/or relocation of existing services of City water, sewer and other utilities, to serve all of subject property. (In regard to the services from Bell Telephone, Kansas Gas & Electric and Gas Service Co., the applicant shall obtain letters from said companies stating that satisfactory arrangements have been made, copies of which shall be submitted to the Planning Department.)

13. The applicant shall install or guarantee the installation of the paving and sidewalks adjacent thereto for Nims, Greenway, Central, Waco and Murdock as contained within the area of the final plat.
14. The 30 foot utility easement in Block A, adjacent to the west side of Waco Ave. shall be extended along the north side of Central and Greenway Blvd. and the east side of Nims.
15. The URA shall with Flood Control, define a boundary for the left bank of the Little Arkansas River and said River shall be dedicated to the Park Board as Reserve "C". Either the whole river or the left half only may be included in the plat.
16. An easement for drainage, bank maintenance, flood control, and river beautification purposes shall be provided along and adjacent to the left bank of the river as established by Flood Control Office. The dedicatory clause shall provide for a minimum elevation to be established along such easement and provide further that the Flood Control Office of the Public Works Department, of The City of Wichita, shall approve all improvements, changes or alterations to be made within this easement.
17. The applicant shall submit a Community Unit Plan (or its equivalent), providing for an overall site plan showing the continuity relationships, and maintenance provisions of internal circulation (both pedestrian and vehicular), its relationship for fire protection, e.g., fire lanes, and the continuity relationship, and maintenance provisions of the open space within the plat.
18. Approval of the final plat to be subject to the applicant filing the appropriate zoning application for those areas presently zoned a classification which is not compatible with the proposals of the Urban Renewal Project.

Professional Engineering  
Consultants  
October 20, 1967  
Page -4-

19. The applicant shall meet with the Engineering Division of the Department of Public Works in regard to adjustments in the geometrics of the indicated street system.
20. Requirements for a final plat (see pages 4, 5 and Section XV of the Subdivision Rules and Regulations).

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

If you have questions concerning any of these conditions or desire to discuss these conditions with members of the Utility Advisory Committee, or if we can assist in setting up meetings to resolve any of these problems, please contact our office.

Very truly yours,

Jack H. Galbraith  
Senior Planner

JHG:JDG:sa

cc: Kenneth Kitchen and  
Bob Hill  
Urban Renewal Agency

Frank Smith  
Oblinger & Smith  
625 1st National Bank Bldg.  
Wichita, Kansas 67202

George Ecknor  
Gas Service Company  
735 North Hydraulic  
Wichita, Kansas 67214

Harold Davis  
Estimating Department  
Kansas Gas & Electric  
P.O. Box 208  
Wichita, Kansas 67201

R.L. Nicholas  
Southwestern Bell Telephone  
154 North Broadway  
Wichita, Kansas 67202

Lawrence Carney  
Wichita Fire Department  
400 North Water  
Wichita, Kansas 67202

M.S. Mitchell, Asst. Supt.  
Maintenance Division  
Department of Public Works

Dick Linn, Design Engineer  
Engineering Division  
Department of Public Works

PRELIMINARY PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D No. 67-65 Name PARK PLAZA "A" ADDITION  
Date Application Rec'd. 9-28-67 Scheduled S/D Meeting 10-19-67

DESCRIPTION

General Location An irregular area bounded by 2nd Street and  
Murdock and between the Little Arkansas River and Water Street.  
Owner URBAN RENEWAL AGENCY  
Surveyor/Engineer Professional Engineering Consultants - AM2-2691  
Address 309 Laura 67211

- |   |   |
|---|---|
| 1. Gross Acreage of Plat <u>63.34</u>                             | 7. Lineal Feet of New Streets:                                |
| 2. Number of Lots:  | a. <u>120</u> R/W <u>3,965</u>                                |
| Residential _____   | b. <u>110</u> R/W <u>1,360</u>                                |
| Commercial _____  | c. <u>86.1</u> R/W <u>530</u>                                 |
| Industrial _____  | d. _____ R/W _____  |
| Other _____   | e. _____ R/W _____  |
| Total Number of Lots: <u>1</u>                                    | TOTAL <u>5,855</u>  |
| 3. Minimum Lot Frontage _____ ft.                                 | 8. Sidewalk adjacent to all<br>streets? YES _____ NO <u>X</u> |
| 4. Minimum Lot Area <u>1,983,286.8</u> Sq.Ft.                     |   |
| 5. Existing Zoning <u>A, B, BB, IC, C &amp; E</u>                 |   |
| 6. Proposed Zoning <u>B &amp; IC</u>                              | 9. TOTAL Area of New Street R/W:<br><u>687,633</u>            |
| 10. Public Water Supply: <u>Yes</u> Name <u>City of Wichita</u>   |   |
| 11. Public Sanitary Sewer: <u>Yes</u> Name <u>City of Wichita</u> |   |
| 12. Health Department Approval (where applicable) <u>NO</u>       |   |
| 13. City of Wichita: <u>YES</u> Three-Mile Area: _____            |   |

ASSOCIATED CASE NO. V-0424

STAFF COMMENTS:

- adjust* Determine the City of Wichita's willingness to participate in out of project construction costs on Waco, north of Murdock; or ~~adjacent~~ the Waco alignment to the west as determined by the City Engineer.
  - adjust* ~~adjacent~~ boundaries of Reserve "A" to the west side of the existing alley and to the north side of the existing alley.
  - Provide barrier at the east line of Reserve "A" to dead-end Third Street.
  - Third Street lying within Reserve "A" shall be designated as an utility easement.
  - Provide barrier at the east line of Reserve "B" to dead-end Elm Street and/or re-establish Reserve boundaries.
  - Elm Street lying within Reserve "B" shall be designated as an utility easement.
  - Reserves "A" and "B" shall be clearly indentified within the plat-ter's text as areas to be utilized only for Public Open Space, and/or Limited Access Highway.
- Clearly indicating the access control provisions adjacent to the street right-of-way lines as follows:

PRELIMINARY PLAT  
SUBDIVISION REPORT  
PAGE -2-  
PARK PLAZA "A" ADDITION

= NIMS STREET.....	1 point
GREENWAY BLVD.....	2 points
CENTRAL AVENUE.....	2 points
WACO AVENUE.....	2 points
MURDOCK AVENUE.....	1 point

- \* The limits of total access control to be provided by the Department of Public Works.
9. Clearly indicating the street name for Murdock Avenue.
  10. The applicant shall install or guarantee the installation for the paving (temporary) of a cul-de-sac at the north end of River-view, immediately south of subject plat.
  11. Removing all structures on all Reserves and street rights-of-way prior to the approval of the final plat by the Board of City Commissioners.
  12. The applicant shall install or guarantee the installation and/or relocation of existing services of City water, sewer and other utilities, to serve all of subject property.
  13. The applicant shall install or guarantee the installation of the paving and sidewalks adjacent thereto, for Nims, Greenway, Central Waco and Murdock.
  14. The 30 foot utility easement adjacent to the west side of Waco Avenue shall be extended along the north side of Central till it intersects the east-west 100 foot utility & access easement.
  15. The URA shall with Flood Control, define a boundary for the left bank of the Little Arkansas River and said River shall be dedicated to the Park Board as Reserve "C". Either the whole river or the left half only may be included in the plat.
  16. An easement for drainage, bank maintenance, flood control, and river beautification purposes shall be provided along and adjacent to the left bank of the river as established by Flood Control Office. The dedicatory clause shall provide for a minimum reservation to be established along such easement and provide further that the Flood Control Office of the Public Works Department, of The City of Wichita, shall approve all improvements, changes or alterations to be made within this easement.
  17. The Planning Department will discuss at the meeting, zoning problems, and covenants referring to guaranteeing of and for maintenance of common areas such as open space, parking and interior circulation.
  18. Approval of the final plat to be subject to the applicant filing the appropriate zoning application for those areas presently zoned a classification which is not compatible with the proposals of the Urban Renewal Project.
  19. Requirements for a final plat (see pages 4, 5 and Section XV of the Subdivision Rules and Regulations).

Map No.: 5447 + 5448  
Section No.: 30 + 17  
Twp. No.: 37S  
Range: 1E

S/D No. 67-65

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Park Plaza "A"  
General Location: A tract bounded on the west by Nims St., on the east by Wichita Street, and lying between Murdock Avenue and Second St.  
Name of Property Owner: Urban Renewal Agency  
Address: 104 South Main Street Phone: AM7-5391  
Name of Subdivider: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name of Agent/Surveyor: Professional Engineering Consultants  
Address: 309 Laura Phone: AM2-2691  
Date of Application: September 28, 1967

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 63.34
  2. Number of Lots:
    - Residential \_\_\_\_\_
    - Commercial \_\_\_\_\_
    - Industrial \_\_\_\_\_
    - Other \_\_\_\_\_Total Number of Lots 1
  3. Minimum Lot Frontage \_\_\_\_\_ ft.
  4. Minimum Lot Area 1,983,286.8 ft.
  5. Existing Zoning A, B, BB, LC, C+E
  6. Proposed Zoning B & LC
  7. Lineal Feet of New Streets:
    - a. 120 R/W 3,965 ft.
    - b. 110 R/W 1,360 ft.
    - c. 86.1 R/W 530 ft.
    - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
    - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.TOTAL 5,855 ft.
  8. Sidewalk adjacent to all streets? yes  no
- Total area of new street R/W: 687,633 sq. feet
9. Public Water Supply yes (Yes-No), Name City of Wichita
  10. Public Sanitary Sewers yes (Yes-No), Name City of Wichita
  11. Health Department Approval (where applicable) No (Yes-No)
  12. City of Wichita Three-Mile Area

The owner herein agrees to comply with the Subdivision Rules and Regulations for the Wichita-Sedgwick County Metropolitan Area, as amended, 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 including petitions for improvements such as streets, sewer, sidewalks, etc. with the register of deeds as well as all costs of publication of initiating resolutions approving any petition for improvements 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.

URBAN RENEWAL AGENCY OF THE WICHITA,  
KANSAS METROPOLITAN AREA

Owner's Signature: By: Kenneth H. Kitch

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

Received by Jack Galbraith  
Date 9-28-67  
Fee Submitted none required

T9-301 (1-67)



April 11, 1967

Mr. Kenneth H. Kitchen  
Executive Director  
Urban Renewal Agency  
104 South Main Street  
Wichita, Kansas 67202

Subject: S/D 67-65 - Sketch Plat of Park Plaza  
"A" Addition

Dear Mr. Kitchen:

We have reviewed the submitted revised sketch plat and find it generally acceptable, however, there are still many problems unresolved which need clarification with the submission of the preliminary plat.

As you are aware, the location of both the proposed buildings and medials are not required; however, their location will no doubt benefit members of the Utility Advisory Committee.

As we have previously discussed, the approval of a plat will be subject to a zone change application for those areas presently zoned a classification which is not compatible with your proposal. The various zoning classifications are marked on the enclosed copy of the sketch plat which is for your information and files. Our usual procedure is to send the marked copy to the engineer; however, in this case, we thought it desirable that you review our comments and forward them to the engineer.

Building setbacks are not indicated on either the residential or commercial areas; however, there has been some indication that it is your intent to submit both a residential and commercial Community Unit Plan. If this is the intent, setbacks can be established on the CUP. At such time as a residential CUP is submitted, a Home Association Agreement, guaranteeing the maintenance of common areas, open space, parking, etc., will be

*Zoning*

*CUP's  
Home Assoc.*

August 11, 1967

required. If it is the intent to maintain private boat docks and marinas in the area marked "Reserve A", this should be pointed out at the Subdivision Committee hearing so that associated problems can be pointed out.

Prior to the preparation of the preliminary plat, specific curve data and right-of-way widths should be obtained from Dick Linn of the Engineering Division of the Department of Public Works. It is our understanding that sufficient right-of-way will be provided so that the appropriate street improvements can be designed within the right-of-way at a later date. It is necessary that 50 feet of half-street right-of-way be indicated for Nims Street and 40 feet of half-street right-of-way for Murdock. As the medials are now designated, there is a problem of access to the swimming pool and tennis courts to South Riverside Park.

It is still our understanding that the area indicated as "Reserve A" is not, at this time, entirely owned by the Urban Renewal Agency. Mr. Lyle Baker has expressed that there has been an oral agreement that the Park Board would quit claim their interest to the Urban Renewal Agency. The status and purpose of "Reserve A" must be resolved and clearly identified on the preliminary plat.

Adjacent to "Block B" and "Reserve B", provisions must be made for a reserve in the river similar to Reserve A. Whether this area is indicated as two reserves is dependent upon the interest Kansas Gas and Electric Company may have in the river.

Since the plat indicates several reserves, it might be desirable to place a key or legend clearly identifying the future use of all reserves. This procedure would be of benefit to the Utility Advisory Committee.

In our preliminary review of this sketch plat, we wondered why so much land is reserved for park in "Reserve B". We wonder if further investigation might be desirable as to moving the center line of the street further south and extending Nims Street south to tie in as a T-intersection.

The preliminary plat should indicate clearly the number and location of access points. The location of access points for Murdock, Central and Waco should be taken from the Inner Loop Plan. It is our recommendation that access control be indicated as shown on the attached copy as follows:

*Identify purpose of RESERVES*

*Access Control*

August 11, 1967

Lot 1, Block A

✓ Waco	2 points
✓ Central	2 points
✓ Greenway	2 points
✓ Nims	None
✓ Murdock	1 point

Reserve B 1 point

Block B 1 point

Reserve C 1 point

No access control is indicated for "Reserve E" or "Reserve D".

In addition to the preceding comments, we authorize the preparation of the preliminary plat subject to the applicant:

- ✓ 1. Being prepared to discuss, at the preliminary plat hearing, the provision for constructing barriers outside the plat on the deadend streets resulting from this plat. Three barriers are indicated on the attachment and a cul-de-sac is indicated for Riverview.
2. Resolving the status of the railroad and tanks in "Reserves C and D".
- ✓ 3. Removing all structures on all reserves and street rights-of-way prior to the approval of the final plat by the Board of City Commissioners.
- ✓ 4. Submitting the preliminary plat in conformance with the Subdivision Rules and Regulations of the Metropolitan Area Planning Commission.
- ✓ 5. Indicating street names as indicated on the attached copy of the sketch plat.
6. Indicating all angles, curvature data, dimensions, etc.

August 11, 1967

If you have any questions after reviewing our comments and the attached copy of the sketch plat, please contact our office.

Sincerely,

Jack H. Galbraith  
Senior Planner

JHG:bgs

Attachment

cc: Professional Engineering Consultants  
309 Laura  
Wichita, Kansas 67211

Mr. Frank Smith  
Oblinger & Smith  
625 First National Bank Bldg.  
Wichita, Kansas 67202

Mr. Dick Linn  
Engineering Division  
Department of Public Works

**THE CITY OF WICHITA**

**OFFICE OF** Asst. Supt. of  
Public Works Maint.

**DATE** 7/18/1967

**TO** Jack Galbraith, Senior Planner


**FROM** M. S. Mitchell, Asst. Supt. of Public Works Maint.

**SUBJECT** Sketch Plat of Park Plaza A  
Dated 7/14/67, Prepared by  
Professional Engineering  
Consultants

Your request that this office review subject sketch plat has been discussed with the Superintendent of Public Works Maintenance who concurs in our decision to return subject sketch to you without review and without comment other than as follows:

1. Boundary of the north portion of the sketch is shown to be center line of Little Arkansas River. In our opinion, the Urban Renewal Agency does not own this land and, to the best of our knowledge, has not made arrangements to acquire all of that portion of the river shown on the sketch plat. According to your statement, the Urban Renewal Agency feels it must control the river bank in order to become eligible for certain federal funds. This office will not review or discuss our needs for river bank rights until a legal opinion has been received on the necessity for the developer to control the river bank.
2. A portion of the sketch boundary at the south edge of the tract is shown as the center line of the Arkansas River below its confluence with the Little Arkansas River. Ownership of any land lying below the mean high bank of the Arkansas River must, by Federal law, lie in the state; and, therefore, this area can not be shown as part of any plat.

If further discussion is desired, please advise.

  
M. S. Mitchell  
Asst. Supt. of  
Public Works Maint.

MSM:esvh  
Enclosure

cc: G.H.Wilton, Supt. of Public Works Maint./Park Dept.  
Chief Engineer/Urban Renewal/Little Arkansas River/  
Park Plaza A-Urban Renewal Project/Park Dept. File/  
Metropolitan Planning File



MEMORANDUM OF AGREEMENT OF COOPERATION  
AND CONTRACT FOR GRANT-IN-AID

THIS INDENTURE, entered into this 8TH day of DECEMBER  
1964, by and between:

THE URBAN RENEWAL AGENCY OF THE  
WICHITA, KANSAS METROPOLITAN AREA,  
hereinafter referred to as

"The Agency"

and

THE CITY OF WICHITA, KANSAS, by  
and through THE BOARD OF COM-  
MISSIONERS OF THE CITY OF WICHITA,  
KANSAS, hereinafter referred to as

"The City"

WITNESSETH: That,

WHEREAS, the Agency is a body corporate and politic created  
by the Kansas Urban Renewal Law (Kans. G. S., 1959 Suppl., 17-  
4743 through 17-4761), and is transacting business and exercising  
the powers set forth in said law and vested in the Agency by  
virtue of the Resolution duly and regularly passed by the Board  
of Commissioners of the City of Wichita, Kansas, on the 18th day  
of February, 1958; and the Chairman of the Board of Commissioners  
of said Agency is duly authorized to enter into this Agreement  
in its behalf; and

WHEREAS, the City is a municipal corporation, which consti-  
tutes "the local governing body" as defined in the Kansas Urban  
Renewal Law, and is charged with the supervision of urban renewal  
projects within its area of operation, and the cooperation and  
assistance of the City is essential to the implementation of  
such urban renewal projects; and the Mayor of said City is duly  
authorized to enter into this Agreement in its behalf; and

WHEREAS, The Agency has, with the assistance and cooperation of The City, undertaken and is carrying out a program of urban renewal, reconstruction, and redevelopment within the area of operation of The City, and has prepared an Urban Renewal Plan for Project No. Kans. R-17, commonly known as Park Plaza "A"; and

WHEREAS, The Urban Renewal Plan for said project, a true copy of which is on file in the office of the City Clerk, and incorporated by reference herein, was submitted to and approved by the City, as submitted, by resolution duly and regularly passed on the 8<sup>th</sup> day of December, 1964; and

WHEREAS, the Agency proposes, in accordance with the before-mentioned Plan and in order to implement same, to acquire the properties and improvements within the project area as designated in the Plan, or as said Plan may be modified from time to time, clear the land so acquired, and dispose of same for renewal and redevelopment; and

WHEREAS, The Agency proposes to enter into a Loan and Grant Contract with the United States of America for Federal Financial Assistance pursuant to Title I of the Housing Act of 1949, as amended, for the acquisition, clearance, and disposition of the land in said project as follows:

1. A Federal loan or loans in an amount sufficient to enable it to defray the gross cost of the project.
2. A Federal capital grant to enable The Agency to make the land in said project area available at its fair value for uses in accordance with said Urban Renewal Plan.
3. Said Federal capital grant will be payable if the remaining one-third of such net project cost is provided by The City in the form of "local grant-

in-aid" consisting of either (a) cash grants, including tax credit, or (b) donations of land, demolition, or removal work, site improvements in the project, or both.

WHEREAS, The City, by Resolution adopted the 16th day of October, 1962, approved Early Land Acquisition activities, feasibility of relocation and assumed responsibility to bear any loss arising as a result of Early Land Acquisition and related activities; and

WHEREAS, The Agency has proceeded with purchase of properties under Early Land Acquisition procedures within the project area, pursuant to the before-mentioned Resolution; and

WHEREAS, it is the desire of the parties hereto to provide assurances and delineate the area of cooperation between the City of Wichita, Kansas, and the Urban Renewal Agency of the Wichita, Kansas Metropolitan Area, in respect to the carrying forward, promulgation, and development of the Park Plaza "A" Urban Renewal Area, Project No. Kans. R-17:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the mutual declarations, promises, and covenants by the parties herein contained, it is agreed by and between the parties as follows:

FIRST: The Agency will diligently and forthwith proceed with all necessary actions, work, and undertakings to carry out Urban Renewal Project No. Kans. R-17, in accordance with the before-mentioned Urban Renewal Plan for said project, including the execution of the afore-mentioned Loan and Grant Contract between it and the United States of America, acting by and through the Housing and Home Finance Administrator.

SECOND: The City will, pursuant to and within the procedures by law provided (1949 KGS 17-4754) provide "local grants-in-aid" to the Agency for use in connection with said Project as follows:

1. The City shall convey, without consideration, but for noncash grant-in-aid credit in the amount of \$19,150.00----, within six months (180 days) from the date of this Agreement, Parcel 116-U, as shown on Plate I (Property Map) attached hereto and marked Appendix A and incorporated by reference herein.
2. The City shall pay to the Agency the sum of \$1,050,000.00 at the times and in the amounts indicated as follows:

Date	Amount
<u>Nov. 1, 1965</u>	<u>\$ 250,000</u>
<u>Nov. 1, 1966</u>	<u>500,000</u>
<u>Nov. 1, 1967</u>	<u>300,000</u>
Total	<u>1,050,000</u>

The above grants-in-aid (plus allowable tax credits and pooling credits) shall constitute the City's total contribution to the project. Provided, however, that in the event that one-third of the net project cost of said Project Park Plaza "A" Kans. R-17, upon completion thereof, shall be less than the total of 1 and 2 above plus such tax and pooling credits allowable, the difference between the two sums shall be deemed to constitute a non-interest bearing loan to The Agency and upon completion of said Project, such difference shall be forthwith repaid to The City.

THIRD: The City will, within seven (7) years of the date of this Agreement, pursuant to and within the procedures by law provided, take such action as may be required to purchase from the Agency for the proposed interloop expressway Parcels

5, 6, 7, 8, and 9 (consisting of approximately 281,600 square feet of land) as shown on Plate VII (Land Disposition Plan) attached hereto and marked Appendix B and incorporated by reference herein, for a total purchase price of \$70,400.

The Agency will dedicate and the City agrees to accept and maintain in accordance with the beforementioned Urban Renewal Plan, the land to be dedicated for park and open space, as shown on Plate VII (Land Disposition Plan) attached hereto, marked Appendix B and incorporated by reference herein.

Conveyance and dedication of the above tracts will be subject to the following affirmative covenant to be contained in the deed or deeds:

"The City, for itself, successors and assigns, shall not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental or in the use or occupancy of the property, any improvements erected or to be erected thereon, or any part thereof."

In addition, conveyance and dedication of the above tracts will be subject to the following conditions of redevelopment:

- a. Regulations, controls, and restrictions as set out in the before-mentioned Urban Renewal Plan.
- b. The City, for itself, and its successors and assigns, will require the following equal employment opportunity provision in all contracts for improvements on the before described land.

"During the performance of this contract, the contractor agrees as follows:

- "a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.
- "b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- "c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice, to be provided by the Local Public Agency, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- "d. The Contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961 as amended, and of the rules, regulations and relevant Orders of the President's committee on Equal Employment Opportunity created thereby.
- "e. The Contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations and Orders of said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the Local Public Agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and Orders.
- "f. In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 10925, of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.
- "g. The Contractor will include the provisions of paragraphs 'a' through 'g' in every subcontract or purchase order unless exempted by rules, regulations, or orders of

the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925, of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Local Public Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Local Public Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

FOURTH: The City will, pursuant to and within the procedures by law provided, take such actions as may be required to vacate those portions of alleys or streets, and to accept dedication of other areas for alleys or street purposes as may be necessary in carrying out the Plan for the Park Plaza Project, on file in the office of the City Clerk. The City agrees to provide fifty percent (50%) of the costs of work required by the Urban Renewal Plan for the construction or improvement of those streets considered as boundary streets of the Project which serve and benefit abutting areas outside the Project Area. The City further agrees to cooperate with The Agency to such extent as may be required in order to bring the Project to its final and successful completion.

FIFTH: From and after the execution of this Agreement and the execution of the aforementioned Loan & Grant Contract between The Agency and the United States of America, this Agreement supersedes the previous Agreement between the parties hereto, dated the first day of March, 1963, whereby the City agrees to assume responsibility for said Early Land Acquisition Loan.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 8<sup>TH</sup> day of DECEMBER, 1964.

"The Agency"  
THE URBAN RENEWAL AGENCY OF THE  
WICHITA, KANSAS METROPOLITAN AREA

James L. Gardner  
James L. Gardner, Chairman

ATTEST:

R. C. DesMarteau  
R. C. DesMarteau, Secretary

"The City"  
THE CITY OF WICHITA, KANSAS, by and  
through THE BOARD OF COMMISSIONERS  
OF THE CITY OF WICHITA, KANSAS

Vincent L. Bogart  
Vincent L. Bogart, Mayor

ATTEST:

Robert G. Finch  
Robert G. Finch, City Clerk

Map No.: 5447 & 5448  
Section No.: 20 17  
Twp. No.: 275  
Range: 1E

S/D No. 67-65

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Park Plaza "A"  
General Location: Between Second Street and Murdock Avenue, east of the Little Arkansas River & W of Water  
Name of Property Owner: Urban Renewal Agency Phone: AM7-5391  
Address: 104 South Main, Wichita, Kansas  
Name of Subdivider: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of Agent/Surveyor: Professional Engineering Consultants  
Address: 309 Laura, Wichita, Kansas Phone: AM2-2691  
Date of Application: \_\_\_\_\_

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 107.52 acres
2. Number of Lots:
  - Residential 1
  - Commercial \_\_\_\_\_
  - Industrial \_\_\_\_\_
  - Other \_\_\_\_\_Total Number of Lots 1
3. Minimum Lot Frontage 1,942,400 ft.
4. Minimum Lot Area \_\_\_\_\_ ft.
5. Existing Zoning E, LC, B, C, A, BB
6. Proposed Zoning B & LC
7. Lineal Feet of New Streets:
  - a. 110 R/W 5,550 ft.
  - b. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - c. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.TOTAL 610,500 ft.
8. Sidewalk adjacent to all streets? yes  no
9. Public Water Supply yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers yes (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) \_\_\_\_\_ (Yes-No)
12. City of Wichita Three-Mile Area

The owner herein agrees to comply with the Subdivision Rules and Regulations for the Wichita-Sedgwick County Metropolitan Area, as amended, 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 including petitions for improvements such as streets, sewer, sidewalks, etc. with the register of deeds as well as all costs of publication of initiating resolutions approving any petition for improvements 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: Kenneth H. Kitchen  
Kenneth H. Kitchen, Executive Director

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

Received by Jack Kallraid  
Date 7-17-67  
Fee Submitted none

T9-301 (1-67)



# URBAN RENEWAL PLAN PARK PLAZA 'A'

WICHITA, KANSAS  
PROJECT NO. KANS. R-17



URBAN RENEWAL AGENCY OF THE  
WICHITA, KANSAS METROPOLITAN AREA

URBAN RENEWAL PLAN  
FOR  
PARK PLAZA "A" URBAN RENEWAL PROJECT  
WICHITA, KANSAS

Project No. Kans. R-17

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1. Land Acquisition
2. Redevelopers' Obligations

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PART B. DESCRIPTION OF PROJECT

1. Boundaries of Urban Renewal Area

The PARK PLAZA "A" Urban Renewal Project is located approximately one-half mile northwest of the central business district. The boundary of the project is indicated on Plate I - Property Map, and more specifically includes that certain area situated in the City of Wichita, County of Sedgwick, State of Kansas, and described as follows:

BEGINNING at the point of intersection of the north line of Murdock Avenue with the center line of the Little Arkansas River;

THENCE east along said line to the west line of Waco Avenue;

THENCE north along said line 120 feet;

THENCE west along the common line between Lots 92 and 94 of Mungers Plat of the Original Town and said line extended to the east line of the north-south alley between Waco and Wichita Streets;

THENCE south along said line to the north line of Murdock Avenue;

THENCE east along said line to the east line of the north-south alley between Wichita and Water Streets;

THENCE south along said line to the south line of Elm Street;

THENCE west along said line to the east line of Wichita Street;

THENCE south along said line to the south line of Central Avenue;

THENCE west along said line to the east line of Riverview Avenue;

THENCE south along said line 298 feet to the north line of Lot 55 in Watermans Addition to Watermans Addition;

THENCE west along said line to the east line of the north-south alley between Sherman and Riverview Avenues;

THENCE south along said line 641.91 feet to the common line between Lots 11 and 12 of Stewart and Burns Subdivision;

THENCE east along said line and said line extended to the east line of Riverview Avenue;

THENCE south along said line to the south line of Second Street;

THENCE west along said line to the center line of the Arkansas River;

THENCE northwesterly along said center line of the Arkansas River to the center line of the Little Arkansas River;

THENCE northwesterly along said center line of the Little Arkansas River to the north line of Central Avenue;

THENCE east along said line to the west line of Nims Avenue;

THENCE north along said line to the center line of the Little Arkansas River;

THENCE northeasterly along the center line of the Little Arkansas River to the north line of Murdock Avenue, the point of beginning.

2. Summary of Proposed Renewal Actions

The Project Area, on the fringe of downtown, is currently occupied by old, blighted, predominantly residential structures. Under this Urban Renewal Plan, the entire Project Area will be acquired and cleared with the exception of certain perimeter properties. Properties not to be acquired include all of Parcel 103-E, and portions of Parcels 102-I, 119-N and 126-A.

Additional park land will be dedicated within the Project to complement the adjacent South and Central Riverside Parks. This additional park land will also provide buffer zones for the protection of new development within the Project Area.

The existing internal street pattern will be vacated, and an entirely new vehicular circulation system will be provided. Streets, curb and gutter, sidewalks, sanitary sewers and storm drainage facilities, as necessary, will be installed in the Project Area in connection with the undertaking of this Plan.

Existing 4 KV and 12 KV overhead electric circuits passing through the Project Area will be relocated underground. All new utilities serving the Project Area will be located underground.

In addition, the owner of Parcels 119-N and 126-A (Electric Power Plant) will be required to remove the spray pond baffle fences now located on Parcel 119-N and the smoke stacks (if feasible) and the large illuminated sign atop the building on Parcel 126-A.

PART C. LAND USE PLAN

1. Land Use Map

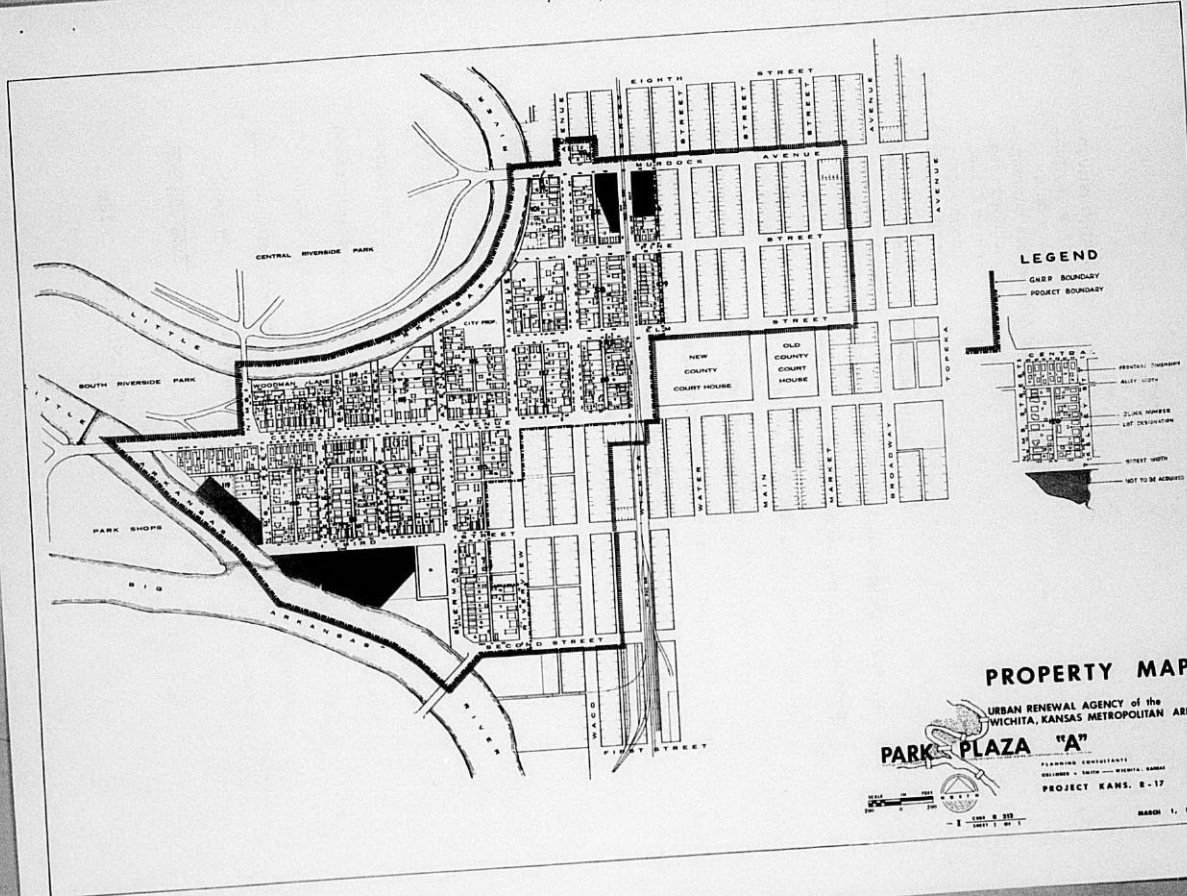
Plate II - Land Use Plan - indicates the proposed land use pattern and major thoroughfares. This Plan provides for a portion of the right-of-way which will be required for construction of a proposed limited access highway. While this proposed highway was adopted as an element of Wichita's Comprehensive Plan in 1955, it has not yet been committed to construction. For this reason, an interim land use (park and open space) is proposed.

2. Land Use Provisions and Building Requirements

a. Land uses permitted under this plan are as follows:

Residential. Only high density residential development will be permitted in the residential portion of the Plan area. In addition, certain commercial uses shall be permitted on the ground floor of all residential structures which rise five or more stories in height. Commercial operations in such locations shall be limited to a maximum of 1,200 square feet of floor space each, including storage and stockrooms. The following specific commercial uses shall be permitted:

- bakery shop
- barber shop
- beauty salon
- bar or lounge
- cleaning and laundry pick-up station
- clothing shops
- delicatessen
- dentist offices



- doctor offices
- drug stores
- florist shops
- gift shops
- jewelry shops
- liquor stores
- news stands
- offices
- photo studio or camera supplies
- restaurant
- tailor shop
- tobacconist

Commercial uses other than those enumerated above shall not be permitted in residential structures.

Light Commercial. Light commercial areas of the Plan are primarily designed for a neighborhood shopping center development to serve the residential portion of the Plan area as well as the surrounding neighborhood. Specifically, the following uses will be permitted in Light Commercial Areas:

- multi-family residential
- amusement place
- apparel and accessory stores
- art and antique shop
- artist supply stores
- auto supply stores
- banks and other lending and savings institutions
- barber shop and beauty parlor
- bicycle sale and repair shop
- boat marina sales and service
- book store
- bowling alley
- business and technical school and schools for photography, music and dancing
- car rental establishment
- catering establishment
- cigar and tobacco store
- cleaning and laundry pickup stations
- clothing and costume rental

- custom dressmaking, furrier, millinery and tailor shops.
- department store
- drinking places, soft
- drug and proprietary store
- dry goods store
- eating places
- electric repair shop
- florists
- food store
- frozen food lockers
- furniture and home furnishing store
- gasoline service station
- gift shops
- hardware stores
- hobby and stamp, and coin shops
- household appliances store
- interior decorator's shop
- jewelry and art metal craft stores
- leather goods and luggage stores
- lock and key shop
- mail order catalog stores
- medical and orthopedic appliance stores
- medical and dental office
- messenger or telegraph service stations
- music, radio or TV shops
- musical instrument repair shops
- offices
- optician and optometrists shops
- package liquor stores
- photographic equipment and supply stores
- photographic studios
- picture framing shops
- private clubs
- restaurants
- self-service laundries
- shoe repair shops
- shoeshine shops
- sporting and athletic goods stores
- stationery stores
- tavern
- theater
- travel bureau
- toy stores
- variety stores
- watch repair shops

Commercial. Commercial areas designated under the Plan provide for existing-to-remain commercial uses. These uses are a wholesale ice cream outlet and a cleaning and laundry establishment. Uses permitted in these plan areas are:

- amusement places
- apparel and accessory stores
- art and antique shop
- artists supply stores
- auto sales and service
- auto supply stores
- banks and other lending and savings institutions
- barber shops and beauty parlors
- bookstores
- bowling alleys
- business and technical schools and schools for photography, music and dancing
- car and truck rental establishments
- catering establishments
- cigar and tobacco stores
- cleaning, pressing and garment repair shops, provided that no flammable cleaning agents are used and with not more than 70 persons employed at any one establishment at any time
- cleaning and laundry pickup stations
- clothing and costume rental
- commercial parking garages
- commercial parking lots
- custom dressmaking, furrier, millinery and tailor shops
- department store
- drinking places, soft
- drug and proprietary stores
- dry goods stores
- eating places
- electric repair shops
- florists
- food stores
- frozen food lockers
- furniture and home furnishing stores
- gasoline service stations
- gift shops
- hardware stores
- hobby and stamp and coin shops
- household appliance stores

- ice cream manufacturer and wholesaler, provided not more than 30 persons are employed at any one establishment at any one time
- interior decorators shops
- jewelry and art metal craft stores
- leather goods and luggage stores
- lock and key shops
- mail order catalog stores
- medical and orthopedic appliance stores
- medical and dental offices and clinics
- messenger or telegraph service stations
- music, radio or TV shops
- musical instrument repair shops
- newsstands
- offices
- office supply and equipment stores
- optician and optometrists shops
- paint stores
- package liquor stores
- pet shops
- photographic equipment and supply stores
- photographic studios
- picture framing shops
- private clubs
- restaurants
- public garages
- seed stores
- self-service laundries
- sewing machine stores
- shoe repair shops
- shoeshine shops
- sporting and athletic goods stores
- stationery stores
- taverns
- theaters
- travel bureaus
- toy stores
- wallpaper stores
- watch repair shops

Park and Public Open Space. The Park and Public Open Space areas of the Plan are to provide for landscaped areas that buffer and screen adjacent uses and landscaped open space for both passive and active recreation.

Public Utility. This land use designation provides for the existing-to-remain: Kansas Gas & Electric Generating Plant, and the use permitted in this area is this power generating utility or park and public open space.

Off-Street Parking. The Plan designates two small areas of off-street parking that are designed to serve future redevelopment in the third phase of the general neighborhood renewal plan. This can be either public or private off-street parking. The only other use permitted in these areas would be park and public open space use.

Transient Housing. On Project acquired land, transient housing is specifically prohibited.

- b. In addition to other conditions and requirements of this Urban Renewal Plan, the following regulations, controls, or restrictions shall be imposed on all real property acquired in connection with the Project:

- (1) General. The real property covered hereunder shall be subjected to these conditions, covenants, restrictions, reservations and easements to insure its best use and most appropriate development and improvement; to preserve, so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or proportionated structures, and structures built of improper or unsuitable materials; to insure the

highest and best development of said property; to encourage and secure the erection of attractive structures thereon; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property.

- (2) Procedure. No improvement shall be undertaken for which plans and specifications have not been submitted to and approved in writing as to conformity and harmony with the objectives of this Urban Renewal Plan by the Urban Renewal Agency, provided, however, if the Urban Renewal Agency fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, this requirement will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of this Urban Renewal Plan, and no suit to enjoin the erection, establishment or alteration of such improvements, has been commenced prior to completion thereof, this restriction will be deemed to have been fully complied with.
- (3) Maximum Site Coverage of Structures. Thirty-five percent (35%) of net area. In this context, net area is defined to be the tract of land for the intended use, less public

streets and river area, but including easements or contiguous public open space.

For the purposes of this section, roof overhang, accessory structures, and structures or parts of structures without exterior walls shall not be construed as structures or parts thereof in the computation of ground coverage.

(4) Maximum Building Heights.

Residential	No restriction
Commercial	2 stories above street grade

(5) Minimum Open Landscaped Area.

Residential Sites	25% of site area
Commercial Sites	10% of site area

(6) Maximum Residential Density.

One Thousand Five Hundred (1,500) dwelling units for Project Area.

(7) Building Setbacks and Separation. All buildings shall be oriented in such a manner that no part of any such structure is closer than thirty-five (35) feet to a street right-of-way line.

No two buildings of more than three (3) stories in height shall be constructed closer than eighty (80) feet to each other.

In no event shall any two buildings be constructed closer than twenty (20) feet to each other.

(8) Minimum Parking Requirement.

Residential Areas	1.3 spaces per dwelling unit
Shopping Center	10 spaces per 1,000 square feet of building area
Commercial in Residential Building	10 spaces per 1,000 square feet of gross floor area used

Open parking lots shall contain tree-planting areas at maximum intervals of eighty (80) feet.

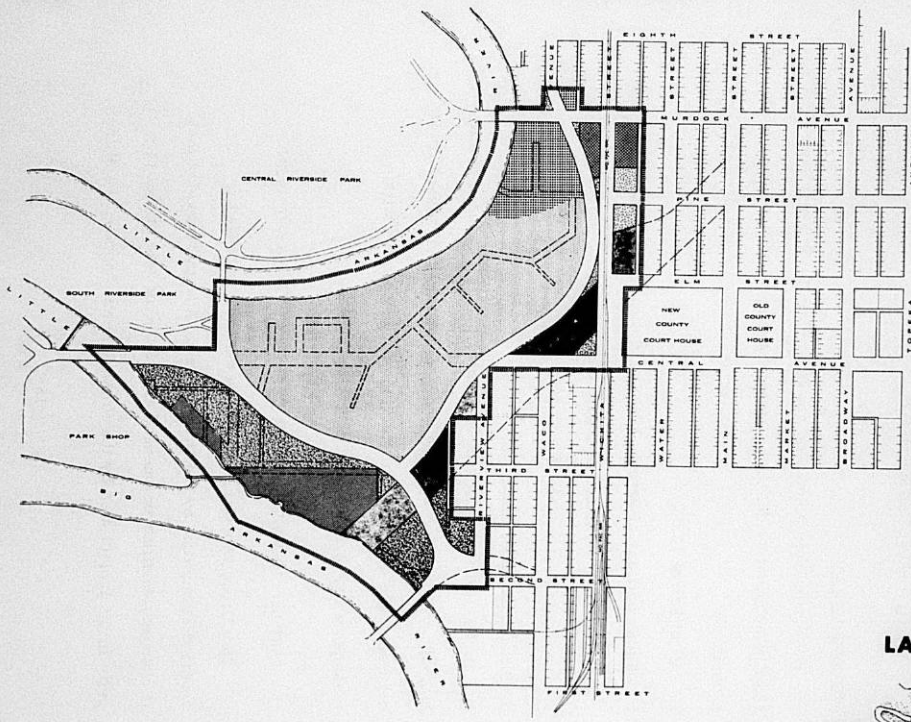
(9) Signs.

- (a) All identifying or advertising signs must be designed and their positions indicated on the final working drawings and plans to be submitted for approval prior to erection of the proposed development. The signs should be related to the structure to which they are to be attached in position, form, color and size. The one permitted exception is the case of individual occupiers of retail space, but final drawings should nevertheless indicate the proposed position of the sign.
- (b) Signs affixed to a building wall shall not extend more than 12 inches from the building wall.

- (c) No hanging sign will be permitted unless affixed immediately beneath a porch or pedestrian canopy. Roof signs are prohibited.
- (d) Any permitted sign may be illuminated from within or without, provided that such lighting shall be limited to a non-flashing type.
- (e) One sign devoted exclusively to the identification of each occupancy of the main floor of a building, or to identify the products or services available on such main floor premises will be permitted on each elevation to which such occupancy abuts, provided that, in addition, multiple-occupancy structures, either retail, commercial or residential, shall be permitted one sign at each entrance identifying the building as a whole.
- (f) Signs advertising building or premises as for sale or for lease shall be limited to one in number for each building, shall not exceed five square feet in area and shall be removed on consummation of the sale or lease.
- (g) For each commercial site, one free-standing major identifying sign, such as a shopping center identification, shall be allowed.

(10) Assignment of Interest. In the event that the Urban Renewal Agency becomes non-operative for any reason whatsoever, its rights hereunder shall automatically vest in the City of Wichita and shall be exercised by its Board of City Commissioners. Where referred to in these restrictions, the term "Urban Renewal Agency" shall mean the Urban Renewal Agency of the Wichita, Kansas Metropolitan Area.

- c. From and after the filing of an appropriate "Declaration of Restrictive Covenants" in the office of the Register of Deeds of Sedgwick County, Kansas, the restrictions contained in this Plan shall be binding and effective upon all owners, purchasers, or lessees of land, and heirs and assigns, of the property covered hereunder for a period of thirty (30) years, and automatically shall be continued thereafter for successive periods of ten (10) years each, unless by vote of the then owners of a majority of the square foot area covered hereunder, and by approval of the City Commission of the City of Wichita, Kansas, it is agreed to terminate the restrictions at the end of any such period.
- d. The provisions and requirements of this Urban Renewal Plan shall be made applicable, insofar as is practicable, to properties which are not to be acquired through enforcement of the Zoning Ordinance and the Building Code of the City of Wichita,



- LEGEND**
- RESIDENTIAL
  - LIGHT COMMERCIAL
  - COMMERCIAL
  - DEDICATED PARK & PUBLIC OPEN SPACE
  - PUBLIC UTILITY
  - OFF-STREET PARKING
  - LIMITED ACCESS HIGHWAY
  - INTERIM PARK & OPEN SPACE
  - UTILITY EASEMENT

**LAND USE PLAN**

URBAN RENEWAL AGENCY of the  
WICHITA, KANSAS METROPOLITAN AREA

**PARK PLAZA 'A'**

PLANNING CONSULTANTS  
BRIDGES - TAYLOR - WILSON - SHANKS  
PROJECT KANS. 8-17

SCALE 1" = 100'

DATE: 11 1964

Kansas. However, such provisions and requirements shall be made applicable to a property which is not to be acquired when the owner thereof acquires Project land.

#### PART D. PROJECT PROPOSALS

##### 1. Land Acquisition

The entire Project Area, as shown in Plate I - Property Map - shall be acquired by the Urban Renewal Agency with the following exceptions:

- a. All of Parcel 103-E
- b. Those portions of Parcels 102-I, 119-N and 126-A not acquired for right-of-way, park and open-space purposes (as indicated in Plate II).

##### 2. Redevelopers' Obligations

In the conveyance of land in cleared portions of the Renewal Project, an obligation shall be imposed upon the purchaser to commence and complete construction of improvements within a reasonable time and in conformity with the Plan.

#### PART E. PROCEDURES FOR CHANGES IN APPROVED PLAN

This Urban Renewal Plan may be changed, modified or amended at any time by the Urban Renewal Agency, provided that, if changed, modified or amended after lease or sale of real property in the Project Area by the Urban Renewal Agency, the change,

modification or amendment must be consented to by the redeve-  
loper or redevelopers of the real property affected thereby, or  
his or their successors in interest. Approval of the City Commis-  
sion will also be required to effect any change, modification or  
amendment which will substantially change the Urban Renewal  
Plan as previously approved by the City Commission.

\* \* \* \* \*

THE FOREGOING URBAN RENEWAL PLAN FOR THE PARK PLAZA "A"  
URBAN RENEWAL PROJECT AREA is hereby certified to be a true  
copy of the modified Urban Renewal Plan adopted and approved by  
the Urban Renewal Agency of the Wichita, Kansas Metropolitan  
Area on the 10th day of December, 1964. Accordingly, this  
modified Urban Renewal Plan is hereby dated December 10, 1964.

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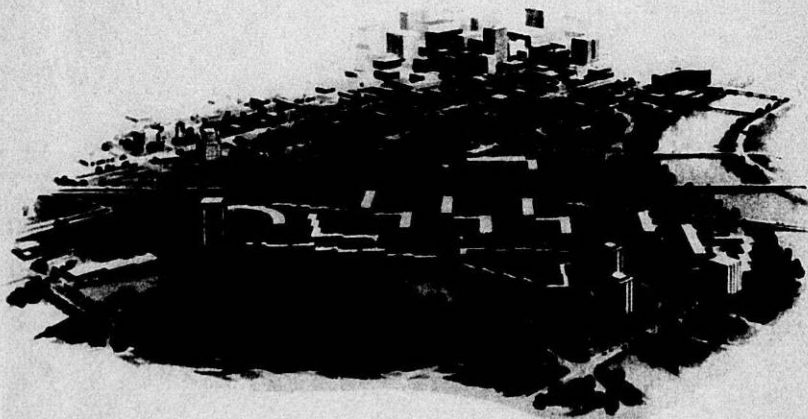
R. C. DesMarteau  
Secretary

# URBAN RENEWAL PLAN PARK PLAZA 'A'

WICHITA, KANSAS  
PROJECT NO. KANS. R-17

AMENDED

DATED: AUGUST 1, 1968



URBAN RENEWAL AGENCY OF THE  
WICHITA, KANSAS METROPOLITAN AREA

AMENDED  
URBAN RENEWAL PLAN  
FOR  
PARK PLAZA "A" URBAN RENEWAL PROJECT  
WICHITA, KANSAS

Project No. Kans. R-17

DATED: August 1, 1968

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PART B. DESCRIPTION OF PROJECT

1. Boundaries of Urban Renewal Area

The PARK PLAZA "A" Urban Renewal Project is located approximately one-half mile northwest of the central business district. The boundary of the project is indicated on Plate I - Property Map, and more specifically includes that certain area situated in the City of Wichita, County of Sedgwick, State of Kansas, and described as follows:

BEGINNING at the point of intersection of the north line of Murdock Avenue with the center line of the Little Arkansas River;

THENCE east along said line to the west line of Waco Avenue;

THENCE north along said line 120 feet;

THENCE west along the common line between Lots 92 and 94 of Mungers Plat of the Original Town and said line extended to the east line of the north-south alley between Waco and Wichita Streets;

THENCE south along said line to the north line of Murdock Avenue;

THENCE east along said line to the east line of the north-south alley between Wichita and Water Streets;

THENCE south along said line to the south line of Elm Street;

THENCE west along said line to the east line of Wichita Street;

THENCE south along said line to the south line of Central Avenue;

THENCE west along said line to the east line of Riverview Avenue;

THENCE south along said line 298 feet to the north line of Lot 55 in Watermans Addition to Watermans Addition;

THENCE west along said line to the east line of the north-south alley between Sherman and Riverview Avenues;

THENCE south along said line 641.91 feet to the common line between Lots 11 and 12 of Stewart and Burns Subdivision;

THENCE east along said line and said line extended to the east line of Riverview Avenue;

THENCE south along said line to the south line of Second Street;

THENCE west along said line to the center line of the Arkansas River;

THENCE northwesterly along said center line of the Arkansas River to the center line of the Little Arkansas River;

THENCE northwesterly along said center line of the Little Arkansas River to the north line of Central Avenue;

THENCE east along said line to the west line of Nims Avenue;

THENCE north along said line to the center line of the Little Arkansas River;

THENCE northeasterly along the center line of the Little Arkansas River to the north line of Murdock Avenue, the point of beginning.

2. Summary of Proposed Renewal Actions

The Project Area, on the fringe of downtown, is currently occupied by old, blighted, predominantly residential structures. Under this Urban Renewal Plan, the entire Project Area will be acquired and cleared with the exception of certain perimeter properties. Properties not to be acquired include all of Parcel 103-E, and portions of Parcels 102-I, 119-N, 126-A, and 126-B.

Additional park land will be dedicated within the Project to complement the adjacent South and Central Riverside Parks.

The existing internal street pattern will be vacated, and an entirely new vehicular circulation system will be provided. Streets, curb and gutter, sidewalks, sanitary sewers and storm drainage facilities, as necessary, will be installed in the Project Area in connection with the undertaking of this Plan.

Existing 4 KV and 12 KV overhead electric circuits passing through the Project Area will be relocated underground. All new utilities serving the Project Area will be located underground.

In addition, the owner of Parcels 119-N, 126-A, and 126-B (Electric Power Plant) will be required to remove the spray pond baffle fences now located on Parcel 119-N and the smoke stacks (if feasible) and the large illuminated sign atop the building on Parcel 126-A.

PART C. LAND USE PLAN

1. Land Use Map

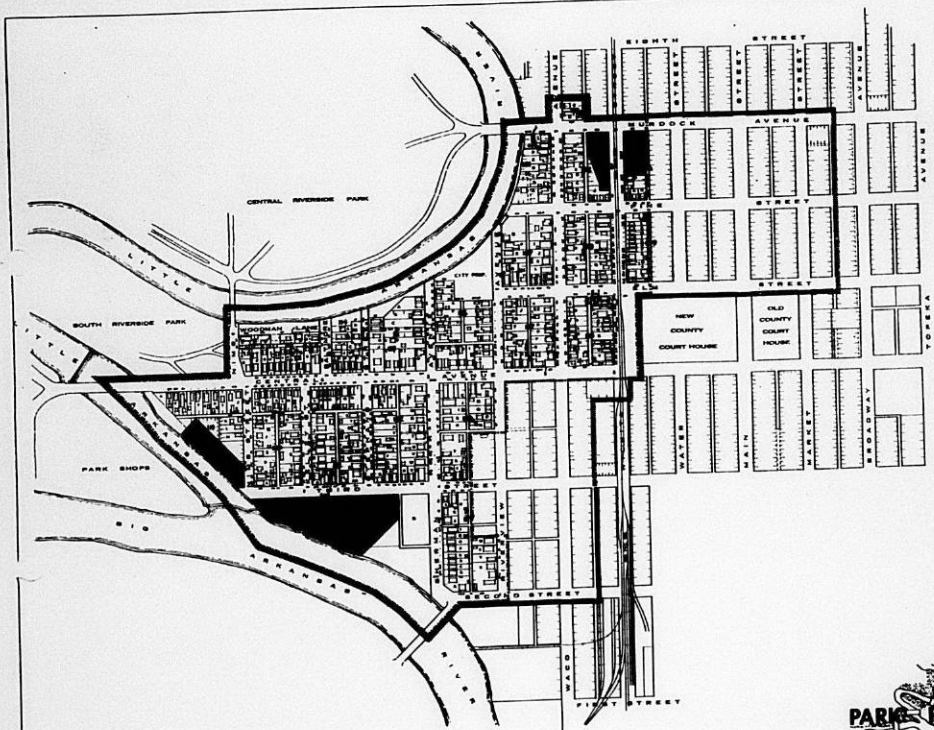
Plate II - Land Use Plan - indicates the proposed land use pattern and major thoroughfares. This Plan provides for a portion of the right-of-way which will be required for construction of a proposed limited access highway. While this proposed highway was adopted as an element of Wichita's Comprehensive Development Plan - Transportation Element - it has not yet been committed to construction. For this reason, an interim land use (park and open space) is proposed.

2. Land Use Provisions and Building Requirements

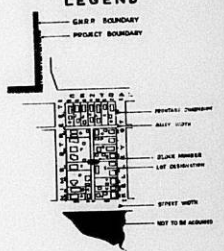
a. Land uses permitted under this plan are as follows:

Residential. Only high density residential development will be permitted in the residential portion of the Plan area. In addition, certain commercial uses shall be permitted on the ground floor of all residential structures which rise five or more stories in height. Commercial operations in such locations shall be limited to a maximum of 1,200 square feet of floor space each, including storage and stockrooms. The following specific commercial uses shall be permitted:

- bakery shop
- barber shop
- beauty salon
- bar or lounge
- cleaning and laundry pick-up station
- clothing shops
- delicatessen
- dentist offices



**LEGEND**



**PROPERTY MAP**

URBAN RENEWAL AGENCY of the  
**WICHITA, KANSAS METROPOLITAN AREA**  
**PARK PLAZA "A"**



PLANNING CONSULTANTS  
 ARCHITECTS - ENGINEERS - SURVEYORS  
**PROJECT KANS. 8-17**

ISSUED 11, 1968

- doctor offices
- drug stores
- florist shops
- gift shops
- jewelry shops
- liquor stores
- news stands
- offices
- photo studio or camera supplies
- restaurant
- tailor shop
- tobacconist

Commercial uses other than those enumerated above shall not be permitted in residential structures.

Light Commercial. Light commercial areas of the Plan are primarily designed for a neighborhood shopping center development to serve the residential portion of the Plan area as well as the surrounding neighborhood. Specifically, the following uses will be permitted in Light Commercial Areas:

- multi-family residential
- amusement place
- apparel and accessory stores
- art and antique shop
- artist supply stores
- auto supply stores
- banks and other lending and savings institutions
- barber shop and beauty parlor
- bicycle sale and repair shop
- boat marina sales and service
- book store
- bowling alley
- business and technical school and schools for photography, music and dancing
- car rental establishment
- catering establishment
- cigar and tobacco store
- cleaning and laundry pickup stations
- clothing and costume rental

- custom dressmaking, furrier, millinery and tailor shops.
- department store
- drinking places, soft
- drug and proprietary store
- dry goods store
- eating places
- electric repair shop
- florists
- food store
- frozen food lockers
- furniture and home furnishing store
- gasoline service station
- gift shops
- hardware stores
- hobby and stamp, and coin shops
- household appliances store
- interior decorator's shop
- jewelry and art metal craft stores
- leather goods and luggage stores
- lock and key shop
- mail order catalog stores
- medical and orthopedic appliance stores
- medical and dental office
- messenger or telegraph service stations
- music, radio or TV shops
- musical instrument repair shops
- offices
- optician and optometrists shops
- package liquor stores
- photographic equipment and supply stores
- photographic studios
- picture framing shops
- private clubs
- restaurants
- self-service laundries
- shoe repair shops
- shoeshine shops
- sporting and athletic goods stores
- stationery stores
- tavern
- theater
- travel bureau
- toy stores
- variety stores
- watch repair shops

Commercial. Commercial areas designated under the Plan provide for existing-to-remain commercial uses. These uses are a wholesale ice cream outlet and a cleaning and laundry establishment. Uses permitted in these plan areas are:

- amusement places
- apparel and accessory stores
- art and antique shop
- artists supply stores
- auto sales and service
- auto supply stores
- banks and other lending and savings institutions
- barber shops and beauty parlors
- bookstores
- bowling alleys
- business and technical schools and schools for photography, music and dancing
- car and truck rental establishments
- catering establishments
- cigar and tobacco stores
- cleaning, pressing and garment repair shops, provided that no flammable cleaning agents are used and with not more than 70 persons employed at any one establishment at any time
- cleaning and laundry pickup stations
- clothing and costume rental
- commercial parking garages
- commercial parking lots
- custom dressmaking, furrier, millinery and tailor shops
- department store
- drinking places, soft
- drug and proprietary stores
- dry goods stores
- eating places
- electric repair shops
- florists
- food stores
- frozen food lockers
- furniture and home furnishing stores
- gasoline service stations
- gift shops
- hardware stores
- hobby and stamp and coin shops
- household appliance stores

- ice cream manufacturer and wholesaler, provided not more than 30 persons are employed at any one establishment at any one time
- interior decorators shops
- jewelry and art metal craft stores
- leather goods and luggage stores
- lock and key shops
- mail order catalog stores
- medical and orthopedic appliance stores
- medical and dental offices and clinics
- messenger or telegraph service stations
- music, radio or TV shops
- musical instrument repair shops
- newsstands
- offices
- office supply and equipment stores
- optician and optometrists shops
- paint stores
- package liquor stores
- pet shops
- photographic equipment and supply stores
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- restaurants
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- sporting and athletic goods stores
- stationery stores
- taverns
- theaters
- travel bureaus
- toy stores
- wallpaper stores
- watch repair shops

Park and Public Open Space. The Park and Public Open Space areas of the Plan are to provide for landscaped areas that buffer and screen adjacent uses and landscaped open space for both passive and active recreation.

Public Utility. This land use designation provides for the existing-to-remain: Kansas Gas & Electric Generating Plant, and the use permitted in this area is this power generating utility or park and public open space.

Landscaped Open Space. The Plan designates an area adjacent to the Kansas Gas & Electric Company's power plant as landscaped open space. It is anticipated that the Kansas Gas & Electric Company will acquire fee title to this property; however, it shall be maintained solely as an open-landscaped area.

Transient Housing. On Project acquired land, transient housing is specifically prohibited.

- b. In addition to other conditions and requirements of this Urban Renewal Plan, the following regulations, controls, or restrictions shall be imposed on all real property acquired in connection with the Project:

- (1) General. The real property covered hereunder shall be subjected to these conditions, covenants, restrictions, reservations and easements to insure its best use and most appropriate development and improvement; to preserve, so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or proportionated structures, and structures built of improper or unsuitable materials; to insure the

highest and best development of said property; to encourage and secure the erection of attractive structures thereon; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property.

- (2) Procedure. No improvement shall be undertaken for which plans and specifications have not been submitted to and approved in writing as to conformity and harmony with the objectives of this Urban Renewal Plan by the Urban Renewal Agency, provided, however, if the Urban Renewal Agency fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, this requirement will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of this Urban Renewal Plan, and no suit to enjoin the erection, establishment or alteration of such improvements, has been commenced prior to completion thereof, this restriction will be deemed to have been fully complied with.
- (3) Maximum Site Coverage of Structures. Thirty-five percent (35%) of net area. In this context, net area is defined to be the tract of land for the intended use, less public

streets and river area, but including easements or contiguous public open space.

For the purposes of this section, roof overhang, accessory structures, and structures or parts of structures without exterior walls shall not be construed as structures or parts thereof in the computation of ground coverage.

(4) Maximum Building Heights.

Residential	No restriction
Commercial	2 stories above street grade

(5) Minimum Open Landscaped Area.

Residential Sites	25% of site area
Commercial Sites	10% of site area

(6) Maximum Residential Density.

One Thousand Five Hundred (1,500) dwelling units for Project Area.

(7) Building Setbacks and Separation. All buildings shall be oriented in such a manner that no part of any such structure is closer than thirty-five (35) feet to a street right-of-way line.

No two buildings of more than three (3) stories in height shall be constructed closer than eighty (80) feet to each other.

In no event shall any two buildings be constructed closer than twenty (20) feet to each other.

(8) Minimum Parking Requirement.

Residential Areas	1.3 spaces per dwelling unit
Shopping Center	10 spaces per 1,000 square feet of building area
Commercial in Residential Building	10 spaces per 1,000 square feet of gross floor area used

Open parking lots shall contain tree-planting areas at maximum intervals of eighty (80) feet.

(9) Signs.

- (a) All identifying or advertising signs must be designed and their positions indicated on the final working drawings and plans to be submitted for approval prior to erection of the proposed development. The signs should be related to the structure to which they are to be attached in position, form, color and size. The one permitted exception is the case of individual occupiers of retail space, but final drawings should nevertheless indicate the proposed position of the sign.
- (b) Signs affixed to a building wall shall not extend more than 12 inches from the building wall.

- (c) No hanging sign will be permitted unless affixed immediately beneath a porch or pedestrian canopy. Roof signs are prohibited.
- (d) Any permitted sign may be illuminated from within or without, provided that such lighting shall be limited to a non-flashing type.
- (e) One sign devoted exclusively to the identification of each occupancy of the main floor of a building, or to identify the products or services available on such main floor premises will be permitted on each elevation to which such occupancy abuts, provided that, in addition, multiple-occupancy structures, either retail, commercial or residential, shall be permitted one sign at each entrance identifying the building as a whole.
- (f) Signs advertising building or premises as for sale or for lease shall be limited to one in number for each building, shall not exceed five square feet in area and shall be removed on consummation of the sale or lease.
- (g) For each commercial site, one free-standing major identifying sign, such as a shopping center identification, shall be allowed.

(10) Assignment of Interest. In the event that the Urban Renewal Agency becomes non-operative for any reason whatsoever, its rights hereunder shall automatically vest in the City of Wichita and shall be exercised by its Board of City Commissioners. Where referred to in these restrictions, the term "Urban Renewal Agency" shall mean the Urban Renewal Agency of the Wichita, Kansas Metropolitan Area.

- c. From and after the filing of an appropriate "Declaration of Restrictive Covenants" in the office of the Register of Deeds of Sedgwick County, Kansas, the restrictions contained in this Plan shall be binding and effective upon all owners, purchasers, or lessees of land, and heirs and assigns, of the property covered hereunder for a period of thirty (30) years, and automatically shall be continued thereafter for successive periods of ten (10) years each, unless by vote of the then owners of a majority of the square foot area covered hereunder, and by approval of the City Commission of the City of Wichita, Kansas, it is agreed to terminate the restrictions at the end of any such period.
- d. The provisions and requirements of this Urban Renewal Plan shall be made applicable, insofar as is practicable, to properties which are not to be acquired through enforcement of the Zoning Ordinance and the Building Code of the City of Wichita,

Kansas. However, such provisions and requirements shall be made applicable to a property which is not to be acquired when the owner thereof acquires Project land.

#### PART D. PROJECT PROPOSALS

##### 1. Land Acquisition

The entire Project Area, as shown in Plate I - Property Map - shall be acquired by the Urban Renewal Agency with the following exceptions:

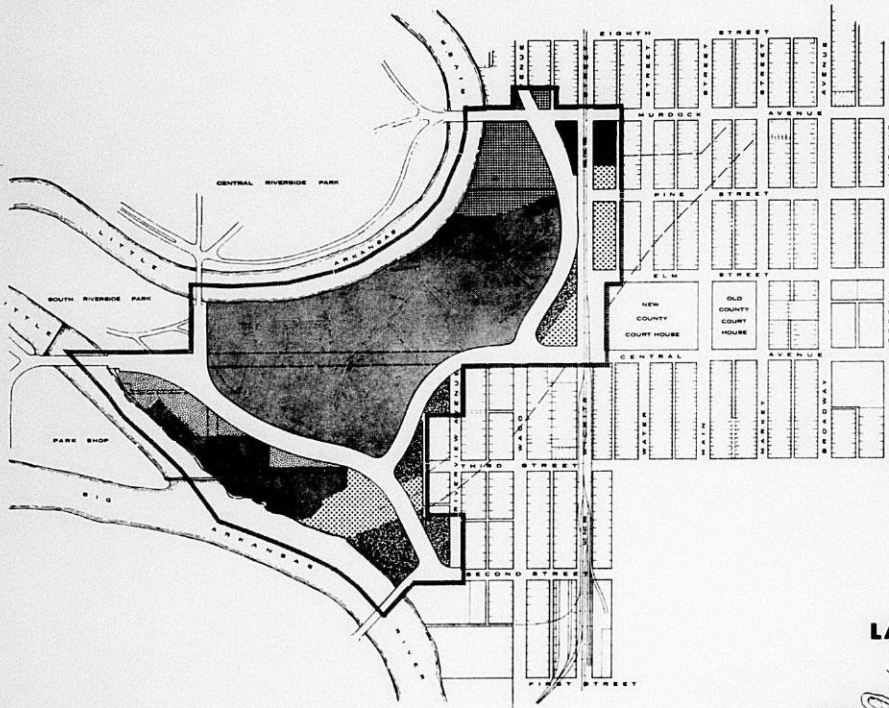
- a. All of Parcel 103-E
- b. Those portions of Parcels 102-I, 119-N, 126-A and 126-B not acquired for right-of-way, park and open-space purposes (as indicated in Plate II).

##### 2. Redevelopers' Obligations

In the conveyance of land in cleared portions of the Renewal Project, an obligation shall be imposed upon the purchaser to commence and complete construction of improvements within a reasonable time and in conformity with the Plan.

#### PART E. PROCEDURES FOR CHANGES IN APPROVED PLAN

This Urban Renewal Plan may be changed, modified or amended at any time by the Urban Renewal Agency, provided that, if changed, modified or amended after lease or sale of real property in the Project Area by the Urban Renewal Agency, the change,



**LEGEND**

-  RESIDENTIAL
-  LIGHT COMMERCIAL
-  COMMERCIAL
-  DEDICATED PARK & PUBLIC OPEN SPACE
-  PUBLIC UTILITY
-  LANDSCAPED OPEN SPACE
-  LIMITED ACCESS HIGHWAY
-  INTERIM PARK & OPEN SPACE
-  UTILITY easement

**LAND USE PLAN**

URBAN RENEWAL AGENCY of the  
WICHITA, KANSAS METROPOLITAN AREA  
**PARK PLAZA "A"**  
PLANNING CONSULTANTS  
DESIGNED BY THE WICHITA LOCAL  
PROJECT KANS. R. 17

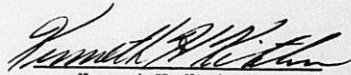


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modification or amendment must be consented to by the redeveloper or redevelopers of the real property affected thereby, or his or their successors in interest. Approval of the City Commission will also be required to effect any change, modification or amendment which will substantially change the Urban Renewal Plan as previously approved by the City Commission.

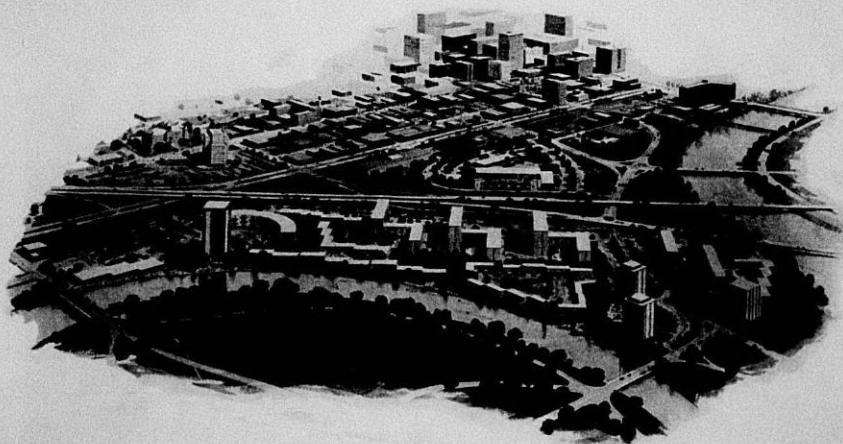
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Kenneth H. Kitchen  
Secretary

**URBAN RENEWAL PLAN  
PARK PLAZA 'A'  
WICHITA, KANSAS  
PROJECT NO. KANS. R-17**

AMENDED

DATED: SEPTEMBER 28, 1972



**URBAN RENEWAL AGENCY OF THE  
WICHITA, KANSAS METROPOLITAN AREA**

AMENDED  
URBAN RENEWAL PLAN  
FOR  
PARK PLAZA "A" URBAN RENEWAL PROJECT  
WICHITA, KANSAS

Project No. Kans. R-17

DATED: September 28, 1972

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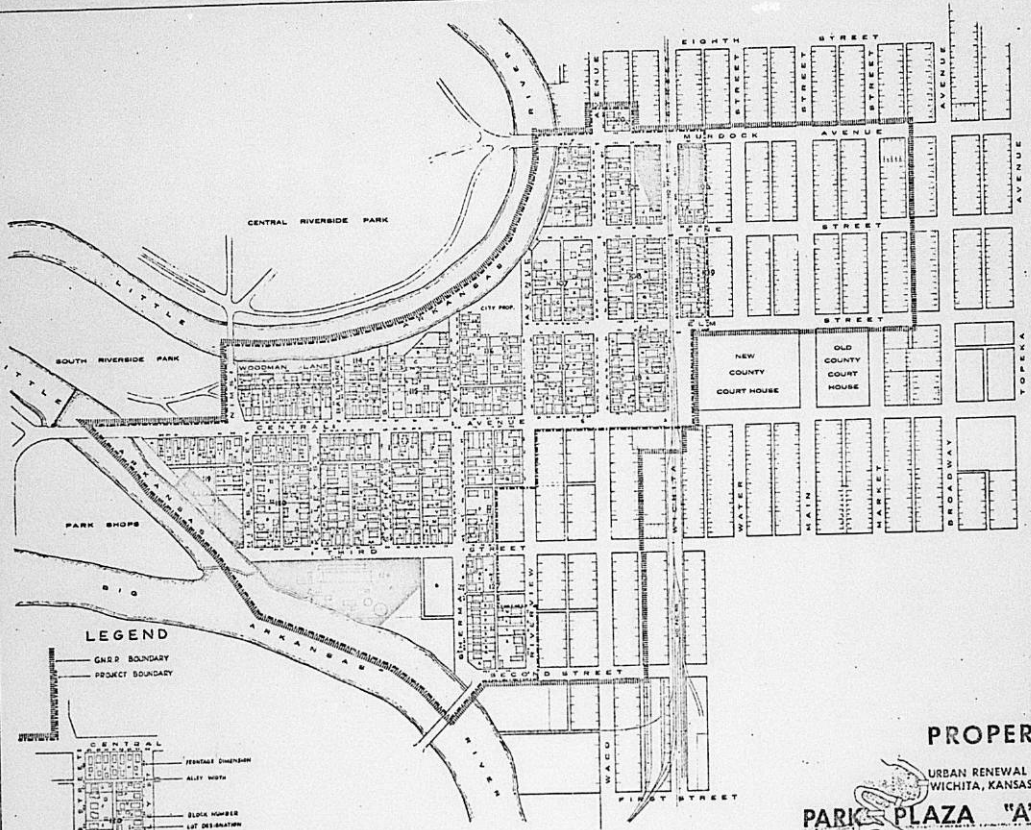
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**LEGEND**

- CITY BOUNDARY
- PROJECT BOUNDARY
- STREET WIDTH
- PERMANENT OVERLAP
- ALLEY WIDTH
- BLOCK NUMBER
- LOT DESIGNATION
- NOT TO BE ACQUIRED

**PROPERTY MAP**

URBAN RENEWAL AGENCY of the  
**WICHITA, KANSAS METROPOLITAN AREA**

**PARK PLAZA** "A"

PLANNING CONSULTANTS  
 DELMOND & SMITH — WICHITA, KANSAS

**PROJECT KANS. R-17**

SCALE 1" = 100 FEET  
 1" = 200 FEET

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PART C. LAND USE PLAN

1. Land Use Map

Plate II - Land Use Plan - indicates the proposed land use pattern and major thoroughfares. This Plan provides for a portion of the right-of-way which will be required for construction of a proposed limited access highway. While this proposed highway was adopted as an element of Wichita's Comprehensive Development Plan - Transportation Element - it has not yet been committed to construction. For this reason, an interim land use (park and open space) is proposed.

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- bakery shop
- barber shop
- beauty salon
- bar or lounge
- cleaning and laundry pick-up station
- clothing shops
- delicatessen
- dentist offices

- doctor offices
- drug stores
- florist shops
- gift shops
- jewelry shops
- liquor stores
- news stands
- offices
- photo studio or camera supplies
- restaurant
- tailor shop
- tobacconist

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- book store
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- household appliances store
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- leather goods and luggage stores
- lock and key shop
- mail order catalog stores
- medical and orthopedic appliance stores
- medical and dental office
- messenger or telegraph service stations
- music, radio or TV shops
- musical instrument repair shops
- offices
- optician and optometrists shops
- package liquor stores
- photographic equipment and supply stores
- photographic studios
- picture framing shops
- private clubs
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- self-service laundries
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- sporting and athletic goods stores
- stationery stores
- tavern
- theater
- travel bureau
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- variety stores
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Commercial. Commercial areas designated under the Plan provide for existing-to-remain commercial uses. These uses are a wholesale ice cream outlet and a cleaning and laundry establishment. Uses permitted in these plan areas are:

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Park and Public Open Space. The Park and Public Open Space areas of the Plan are to provide for landscaped areas that buffer and screen adjacent uses and landscaped open space for both passive and active recreation.

Public Utility. This land use designation provides for the existing-to-remain: Kansas Gas & Electric Generating Plant, and the use permitted in this area is this power generating utility or park and public open space.

Landscaped Open Space. The Plan designates an area adjacent to the Kansas Gas & Electric Company's power plant as landscaped open space. It is anticipated that the Kansas Gas & Electric Company will acquire fee title to this property; however, it shall be maintained solely as an open-landscaped area.

Transient Housing. On Project acquired land, transient housing is specifically prohibited.

- b. In addition to other conditions and requirements of this Urban Renewal Plan, the following regulations, controls, or restrictions shall be imposed on all real property acquired in connection with the Project:

(1) General. The real property covered hereunder shall be subjected to these conditions, covenants, restrictions, reservations and easements to insure its best use and most appropriate development and improvement; to preserve, so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or proportionated structures, and structures built of improper or unsuitable materials; to insure the

highest and best development of said property; to encourage and secure the erection of attractive structures thereon; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property.

- (2) Procedure. No improvement shall be undertaken for which plans and specifications have not been submitted to and approved in writing as to conformity and harmony with the objectives of this Urban Renewal Plan by the Urban Renewal Agency, provided, however, if the Urban Renewal Agency fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, this requirement will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of this Urban Renewal Plan, and no suit to enjoin the erection, establishment or alteration of such improvements, has been commenced prior to completion thereof, this restriction will be deemed to have been fully complied with.
- (3) Maximum Site Coverage of Structures. Thirty-five percent (35%) of net area. In this context, net area is defined to be the tract of land for the intended use, less public

streets and river area, but including easements or contiguous public open space.

For the purposes of this section, roof overhang, accessory structures, and structures or parts of structures without exterior walls shall not be construed as structures or parts thereof in the computation of ground coverage.

(4) Maximum Building Heights.

Residential	No restriction
Commercial	2 stories above street grade

(5) Minimum Open Landscaped Area.

Residential Sites	25% of site area
Commercial Sites	10% of site area

(6) Maximum Residential Density.

One Thousand Five Hundred (1,500) dwelling units for Project Area.

(7) Building Setbacks and Separation. All buildings shall be oriented in such a manner that no part of any such structure is closer than thirty-five (35) feet to a street right-of-way line.

No two buildings of more than three (3) stories in height shall be constructed closer than eighty (80) feet to each other.

In no event shall any two buildings be constructed closer than twenty (20) feet to each other.

(8) Minimum Parking Requirement.

Residential Areas	1.3 spaces per dwelling unit
Shopping Center	10 spaces per 1,000 square feet of building area
Commercial in Residential Building	10 spaces per 1,000 square feet of gross floor area used

*add* In the event that any of the land designated as "residential use" on the land use plan shall be used for the construction of housing for elderly citizens, then the minimum parking requirement shall be reduced to 0.5 spaces per dwelling unit.

Open parking lots shall contain tree-planting areas at maximum intervals of eighty (80) feet.

(9) Signs.

- (a) All identifying or advertising signs must be designed and their positions indicated on the final working drawings and plans to be submitted for approval prior to erection of the proposed development. The signs should be related to the structure to which they are to be attached in position, form, color and size. The one permitted exception is the case of individual occupiers of retail space, but final drawings should nevertheless indicate the proposed position of the sign.
- (b) Signs affixed to a building wall shall not extend more than 12 inches from the building wall.

- (c) No hanging sign will be permitted unless affixed immediately beneath a porch or pedestrian canopy. Roof signs are prohibited.
- (d) Any permitted sign may be illuminated from within or without, provided that such lighting shall be limited to a non-flashing type.
- (e) One sign devoted exclusively to the identification of each occupancy of the main floor of a building, or to identify the products or services available on such main floor premises will be permitted on each elevation to which such occupancy abuts, provided that, in addition, multiple-occupancy structures, either retail, commercial or residential, shall be permitted one sign at each entrance identifying the building as a whole.
- (f) Signs advertising building or premises as for sale or for lease shall be limited to one in number for each building, shall not exceed five square feet in area and shall be removed on consummation of the sale or lease.
- (g) For each commercial site, one free-standing major identifying sign, such as a shopping center identification, shall be allowed.

(10) Assignment of Interest. In the event that the Urban Renewal Agency becomes non-operative for any reason whatsoever, its rights hereunder shall automatically vest in the City of Wichita and shall be exercised by its Board of City Commissioners. Where referred to in these restrictions, the term "Urban Renewal Agency" shall mean the Urban Renewal Agency of the Wichita, Kansas Metropolitan Area.

- c. From and after the filing of an appropriate "Declaration of Restrictive Covenants" in the office of the Register of Deeds of Sedgwick County, Kansas, the restrictions contained in this Plan shall be binding and effective upon all owners, purchasers, or lessees of land, and heirs and assigns, of the property covered hereunder for a period of thirty (30) years, and automatically shall be continued thereafter for successive periods of ten (10) years each, unless by vote of the then owners of a majority of the square foot area covered hereunder, and by approval of the City Commission of the City of Wichita, Kansas, it is agreed to terminate the restrictions at the end of any such period.
- d. The provisions and requirements of this Urban Renewal Plan shall be made applicable, insofar as is practicable, to properties which are not to be acquired through enforcement of the Zoning Ordinance and the Building Code of the City of Wichita,

Kansas. However, such provisions and requirements shall be made applicable to a property which is not to be acquired when the owner thereof acquires Project land.

#### PART D. PROJECT PROPOSALS

##### 1. Land Acquisition

The entire Project Area, as shown in Plate I - Property Map - shall be acquired by the Urban Renewal Agency with the following exceptions:

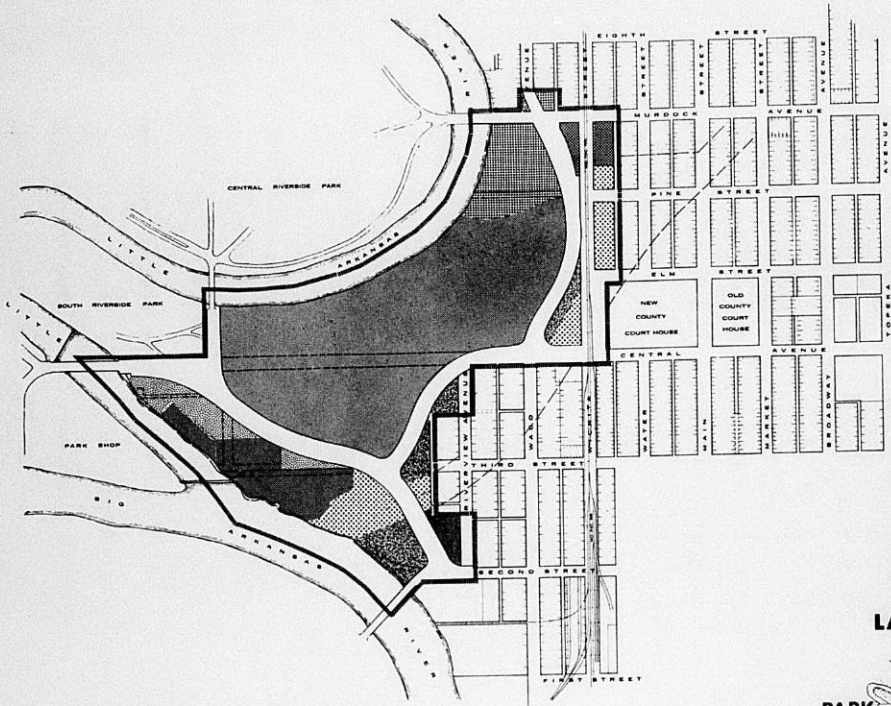
- a. All of Parcel 103-E
- b. Those portions of Parcels 102-I, 119-N, 126-A and 126-B not acquired for right-of-way, park and open-space purposes (as indicated in Plate II).

##### 2. Redevelopers' Obligations

In the conveyance of land in cleared portions of the Renewal Project, an obligation shall be imposed upon the purchaser to commence and complete construction of improvements within a reasonable time and in conformity with the Plan.

#### PART E. PROCEDURES FOR CHANGES IN APPROVED PLAN

This Urban Renewal Plan may be changed, modified or amended at any time by the Urban Renewal Agency, provided that, if changed, modified or amended after lease or sale of real property in the Project Area by the Urban Renewal Agency, the change,



**LEGEND**

-  RESIDENTIAL
-  LIGHT COMMERCIAL
-  COMMERCIAL
-  DESIGNATED PARK & PUBLIC OPEN SPACE
-  PUBLIC UTILITY
-  LANDSCAPED OPEN SPACE
-  LIMITED ACCESS HIGHWAY
-  INTERNAL PARK & OPEN SPACE
-  UTILITY EASEMENT


**LAND USE PLAN**

URBAN RENEWAL AGENCY of the  
WICHITA, KANSAS METROPOLITAN AREA  
**PARK PLAZA "A"**

PLANNING CONSULTANTS  
MICHAEL J. GARDNER — WICHITA, KANSAS  
PROJECT KANS. B-17  
MARCH 1, 1966  
SHEET NO. 1 OF 1  
DRAWN BY: J. R. [unreadable]

modification or amendment must be consented to by the redeveloper or redevelopers of the real property affected thereby, or his or their successors in interest. Approval of the City Commission will also be required to effect any change, modification or amendment which will substantially change the Urban Renewal Plan as previously approved by the City Commission.

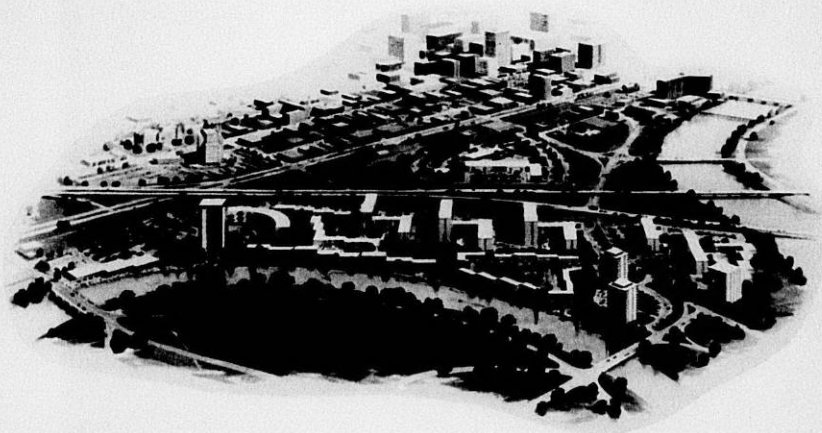
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Kenneth H. Kitchen  
Secretary

**URBAN RENEWAL PLAN  
PARK PLAZA 'A'**

**WICHITA, KANSAS  
PROJECT NO. KANS. R-17**



**URBAN RENEWAL AGENCY OF THE  
WICHITA, KANSAS METROPOLITAN AREA**

URBAN RENEWAL PLAN  
FOR  
PARK PLAZA "A" URBAN RENEWAL PROJECT  
WICHITA, KANSAS

Project No. Kans. R-17

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2. Land Use Provisions and Building Requirements

PART D. PROJECT PROPOSALS

1. Land Acquisition
2. Redevelopers' Obligations

PART E. PROCEDURES FOR CHANGES IN APPROVED PLAN

PART B. DESCRIPTION OF PROJECT

1. Boundaries of Urban Renewal Area

The PARK PLAZA "A" Urban Renewal Project is located approximately one-half mile northwest of the central business district. The boundary of the project is indicated on Plate I - Property Map, and more specifically includes that certain area situated in the City of Wichita, County of Sedgwick, State of Kansas, and described as follows:

BEGINNING at the point of intersection of the north line of Murdock Avenue with the center line of the Little Arkansas River;

THENCE east along said line to the west line of Waco Avenue;

THENCE north along said line 120 feet;

THENCE west along the common line between Lots 92 and 94 of Mungers Plat of the Original Town and said line extended to the east line of the north-south alley between Waco and Wichita Streets;

THENCE south along said line to the north line of Murdock Avenue;

THENCE east along said line to the east line of the north-south alley between Wichita and Water Streets;

THENCE south along said line to the south line of Elm Street;

THENCE west along said line to the east line of Wichita Street;

THENCE south along said line to the south line of Central Avenue;

THENCE west along said line to the east line of Riverview Avenue;

THENCE south along said line 298 feet to the north line of Lot 55 in Watermans Addition to Watermans Addition;

THENCE west along said line to the east line of the north-south alley between Sherman and Riverview Avenues;

THENCE south along said line 641.91 feet to the common line between Lots 11 and 12 of Stewart and Burns Subdivision;

THENCE east along said line and said line extended to the east line of Riverview Avenue;

THENCE south along said line to the south line of Second Street;

THENCE west along said line to the center line of the Arkansas River;

THENCE northwesterly along said center line of the Arkansas River to the center line of the Little Arkansas River;

THENCE northwesterly along said center line of the Little Arkansas River to the north line of Central Avenue;

THENCE east along said line to the west line of Nims Avenue;

THENCE north along said line to the center line of the Little Arkansas River;

THENCE northeasterly along the center line of the Little Arkansas River to the north line of Murdock Avenue, the point of beginning.

2. Summary of Proposed Renewal Actions

The Project Area, on the fringe of downtown, is currently occupied by old, blighted, predominantly residential structures. Under this Urban Renewal Plan, the entire Project Area will be acquired and cleared with the exception of certain perimeter properties. Properties not to be acquired include all of Parcel 103-E, and portions of Parcels 102-I, 119-N and 126-A.

Additional park land will be dedicated within the Project to complement the adjacent South and Central Riverside Parks. This additional park land will also provide buffer zones for the protection of new development within the Project Area.

The existing internal street pattern will be vacated, and an entirely new vehicular circulation system will be provided. Streets, curb and gutter, sidewalks, sanitary sewers and storm drainage facilities, as necessary, will be installed in the Project Area in connection with the undertaking of this Plan.

Existing 4 KV and 12 KV overhead electric circuits passing through the Project Area will be relocated underground. All new utilities serving the Project Area will be located underground.

In addition, the owner of Parcels 119-N and 126-A (Electric Power Plant) will be required to remove the spray pond baffle fences now located on Parcel 119-N and the smoke stacks (if feasible) and the large illuminated sign atop the building on Parcel 126-A.

ARTICLE 10. ZONING

10.1. ~~GENERAL~~

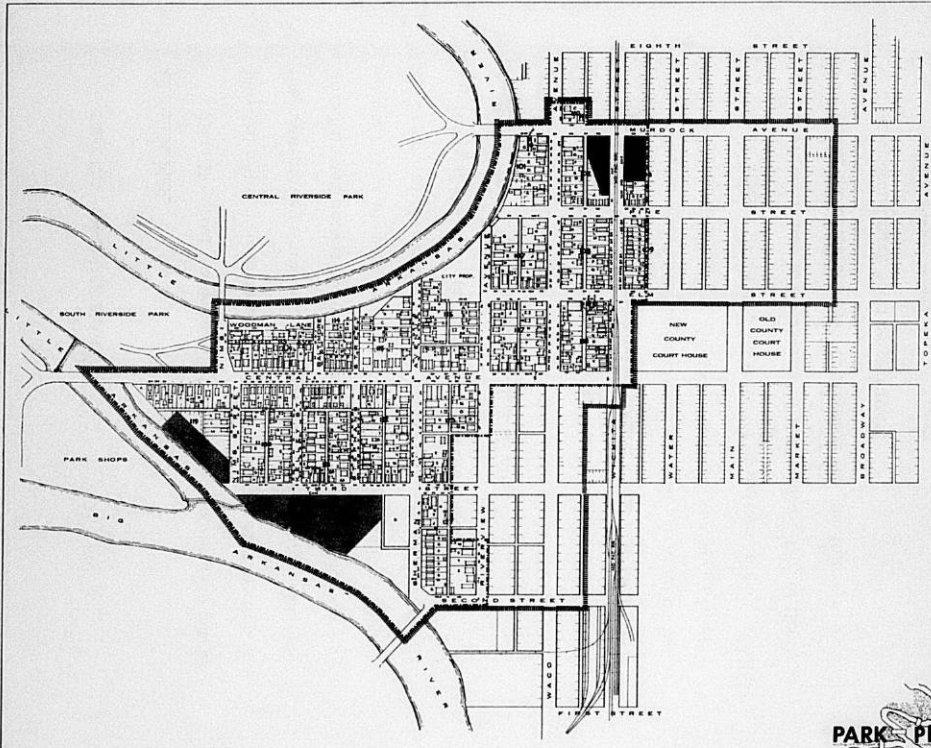
~~The purpose of this article is to provide for the orderly development and use of the City of Los Angeles. This article provides for the establishment of zones and the classification of land use within these zones. It also provides for the establishment of standards for the design and construction of buildings and structures within these zones. The provisions of this article shall be applied to all buildings and structures within the City of Los Angeles.~~

10.2. ~~GENERAL~~

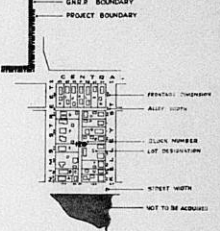
~~This article permits the use of the following:~~

Residential. Only high density residential development will be permitted in the residential portion of the plan area. In addition, certain commercial uses shall be permitted on the ground floor of all residential structures which rise five or more stories in height. Commercial operations in such locations shall be limited to a maximum of 2,200 square feet of floor space each, including storage and stockrooms. The following specific commercial uses shall be permitted:

- = bakery shop
- = barber shop
- = beauty salon
- = bar or lounge
- = cleaning and laundry pick-up station
- = clothing shops
- = delicatessen
- = dental office



**LEGEND**



**PROPERTY MAP**

URBAN RENEWAL AGENCY of the  
**WICHITA, KANSAS METROPOLITAN AREA**  
**PARK PLAZA "A"**  
 PLANNING CONSULTANTS  
 BRIDGES • SAUNDERS • WICKENS • KAMBE  
 PROJECT KANS. R. 17  
 1964  
 1/11/64

- doctor offices
- drug stores
- florist shops
- gift shops
- jewelry shops
- liquor stores
- news stands
- offices
- photo studio or camera supplies
- restaurant
- tailor shop
- tobacconist

Commercial uses other than those enumerated above shall not be permitted in residential structures.

Light Commercial. Light commercial areas of the Plan are primarily designed for a neighborhood shopping center development to serve the residential portion of the Plan area as well as the surrounding neighborhood. Specifically, the following uses will be permitted in Light Commercial Areas:

- multi-family residential
- amusement place
- apparel and accessory stores
- art and antique shop
- artist supply stores
- auto supply stores
- banks and other lending and savings institutions
- barber shop and beauty parlor
- bicycle sale and repair shop
- boat marina sales and service
- book store
- bowling alley
- business and technical school and schools for photography, music and dancing
- car rental establishment
- catering establishment
- cigar and tobacco store
- cleaning and laundry pickup stations
- clothing and costume rental

- custom dressmaking, furrier, millinery and tailor shops.
- department store
- drinking places, soft
- drug and proprietary store
- dry goods store
- eating places
- electric repair shop
- florists
- food store
- frozen food lockers
- furniture and home furnishing store
- gasoline service station
- gift shops
- hardware stores
- hobby and stamp, and coin shops
- household appliances store
- interior decorator's shop
- jewelry and art metal craft stores
- leather goods and luggage stores
- lock and key shop
- mail order catalog stores
- medical and orthopedic appliance stores
- medical and dental office
- messenger or telegraph service stations
- music, radio or TV shops
- musical instrument repair shops
- offices
- optician and optometrists shops
- package liquor stores
- photographic equipment and supply stores
- photographic studios
- picture framing shops
- private clubs
- restaurants
- self-service laundries
- shoe repair shops
- shoeshine shops
- sporting and athletic goods stores
- stationery stores
- tavern
- theater
- travel bureau
- toy stores
- variety stores
- watch repair shops

Commercial. Commercial areas designated under the Plan provide for existing-to-remain commercial uses. These uses are a wholesale ice cream outlet and a cleaning and laundry establishment. Uses permitted in these plan areas are:

- amusement places
- apparel and accessory stores
- art and antique shop
- artists supply stores
- auto sales and service
- auto supply stores
- banks and other lending and savings institutions
- barber shops and beauty parlors
- bookstores
- bowling alleys
- business and technical schools and schools for photography, music and dancing
- car and truck rental establishments
- catering establishments
- cigar and tobacco stores
- cleaning, pressing and garment repair shops, provided that no flammable cleaning agents are used and with not more than 70 persons employed at any one establishment at any time
- cleaning and laundry pickup stations
- clothing and costume rental
- commercial parking garages
- commercial parking lots
- custom dressmaking, furrier, millinery and tailor shops
- department store
- drinking places, soft
- drug and proprietary stores
- dry goods stores
- eating places
- electric repair shops
- florists
- food stores
- frozen food lockers
- furniture and home furnishing stores
- gasoline service stations
- gift shops
- hardware stores
- hobby and stamp and coin shops
- household appliance stores

- ice cream manufacturer and wholesaler, provided not more than 30 persons are employed at any one establishment at any one time
- interior decorators shops
- jewelry and art metal craft stores
- leather goods and luggage stores
- lock and key shops
- mail order catalog stores
- medical and orthopedic appliance stores
- medical and dental offices and clinics
- messenger or telegraph service stations
- music, radio or TV shops
- musical instrument repair shops
- newsstands
- offices
- office supply and equipment stores
- optician and optometrists shops
- paint stores
- package liquor stores
- pet shops
- photographic equipment and supply stores
- photographic studios
- picture framing shops
- private clubs
- restaurants
- public garages
- seed stores
- self-service laundries
- sewing machine stores
- shoe repair shops
- shoeshine shops
- sporting and athletic goods stores
- stationery stores
- taverns
- theaters
- travel bureaus
- toy stores
- wallpaper stores
- watch repair shops

Park and Public Open Space. The Park and Public Open Space areas of the Plan are to provide for landscaped areas that buffer and screen adjacent uses and landscaped open space for both passive and active recreation.

Public Utility. This land use designation provides for the existing-to-remain: Kansas Gas & Electric Generating Plant, and the use permitted in this area is this power generating utility or park and public open space.

Off-Street Parking. The Plan designates two small areas of off-street parking that are designed to serve future redevelopment in the third phase of the general neighborhood renewal plan. This can be either public or private off-street parking. The only other use permitted in these areas would be park and public open space use.

Transient Housing. On Project acquired land, transient housing is specifically prohibited.

- b. In addition to other conditions and requirements of this Urban Renewal Plan, the following regulations, controls, or restrictions shall be imposed on all real property acquired in connection with the Project:

- (1) General. The real property covered hereunder shall be subjected to these conditions, covenants, restrictions, reservations and easements to insure its best use and most appropriate development and improvement; to preserve, so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or proportionated structures, and structures built of improper or unsuitable materials; to insure the

highest and best development of said property; to encourage and secure the erection of attractive structures thereon; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property.

- (2) Procedure. No improvement shall be undertaken for which plans and specifications have not been submitted to and approved in writing as to conformity and harmony with the objectives of this Urban Renewal Plan by the Urban Renewal Agency, provided, however, if the Urban Renewal Agency fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, this requirement will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of this Urban Renewal Plan, and no suit to enjoin the erection, establishment or alteration of such improvements, has been commenced prior to completion thereof, this restriction will be deemed to have been fully complied with.
- (3) Maximum Site Coverage of Structures. Thirty-five percent (35%) of net area. In this context, net area is defined to be the tract of land for the intended use, less public

streets and river area, but including easements or contiguous public open space.

For the purposes of this section, roof overhang, accessory structures, and structures or parts of structures without exterior walls shall not be construed as structures or parts thereof in the computation of ground coverage.

(4) Maximum Building Heights.

Residential	No restriction
Commercial	2 stories above street grade

(5) Minimum Open Landscaped Area.

Residential Sites	25% of site area
Commercial Sites	10% of site area

(6) Maximum Residential Density.

One Thousand Five Hundred (1,500) dwelling units for Project Area.

(7) Building Setbacks and Separation. All buildings shall be oriented in such a manner that no part of any such structure is closer than thirty-five (35) feet to a street right-of-way line.

No two buildings of more than three (3) stories in height shall be constructed closer than eighty (80) feet to each other.

In no event shall any two buildings be constructed closer than twenty (20) feet to each other.

(8) Minimum Parking Requirement.

Residential Areas	1.3 spaces per dwelling unit
Shopping Center	10 spaces per 1,000 square feet of building area
Commercial in Residential Building	10 spaces per 1,000 square feet of gross floor area used

Open parking lots shall contain tree-planting areas at maximum intervals of eighty (80) feet.

(9) Signs.

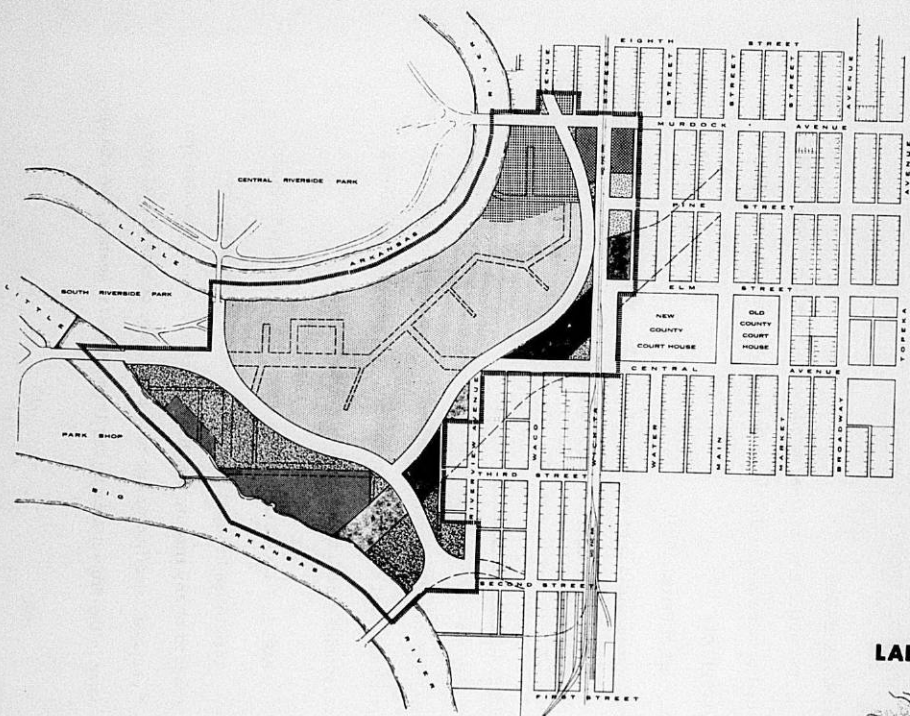
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- (f) Signs advertising building or premises as for sale or for lease shall be limited to one in number for each building, shall not exceed five square feet in area and shall be removed on consummation of the sale or lease.
- (g) For each commercial site, one free-standing major identifying sign, such as a shopping center identification, shall be allowed.

(10) Assignment of Interest. In the event that the Urban Renewal Agency becomes non-operative for any reason whatsoever, its rights hereunder shall automatically vest in the City of Wichita and shall be exercised by its Board of City Commissioners. Where referred to in these restrictions, the term "Urban Renewal Agency" shall mean the Urban Renewal Agency of the Wichita, Kansas Metropolitan Area.

c. From and after the filing of an appropriate "Declaration of Restrictive Covenants" in the office of the Register of Deeds of Sedgwick County, Kansas, the restrictions contained in this Plan shall be binding and effective upon all owners, purchasers, or lessees of land, and heirs and assigns, of the property covered hereunder for a period of thirty (30) years, and automatically shall be continued thereafter for successive periods of ten (10) years each, unless by vote of the then owners of a majority of the square foot area covered hereunder, and by approval of the City Commission of the City of Wichita, Kansas, it is agreed to terminate the restrictions at the end of any such period.

d. The provisions and requirements of this Urban Renewal Plan shall be made applicable, insofar as is practicable, to properties which are not to be acquired through enforcement of the Zoning Ordinance and the Building Code of the City of Wichita,



- LEGEND**
- RESIDENTIAL
  - LIGHT COMMERCIAL
  - COMMERCIAL
  - DEDICATED PARK & PUBLIC OPEN SPACE
  - PUBLIC UTILITY
  - OFF-STREET PARKING
  - LIMITED ACCESS HIGHWAY
  - INTERIM PARK & OPEN SPACE
  - UTILITY EASEMENT

**LAND USE PLAN**

URBAN RENEWAL AGENCY of the  
**WICHITA, KANSAS METROPOLITAN AREA**  
**PARK PLAZA "A"**  
 PLANNING CONSULTANTS  
 DELBERT L. HORN AND ASSOCIATES  
 PROJECT KANS. B-17  
 MARCH 1, 1964  
 SHEET 1 OF 2

Kansas. However, such provisions and requirements shall be made applicable to a property which is not to be acquired when the owner thereof acquires Project land.

#### PART D. PROJECT PROPOSALS

##### 1. Land Acquisition

The entire Project Area, as shown in Plate I - Property Map - shall be acquired by the Urban Renewal Agency with the following exceptions:

- a. All of Parcel 103-E
- b. Those portions of Parcels 102-I, 119-N and 126-A not acquired for right-of-way, park and open-space purposes (as indicated in Plate II).

##### 2. Redevelopers' Obligations

In the conveyance of land in cleared portions of the Renewal Project, an obligation shall be imposed upon the purchaser to commence and complete construction of improvements within a reasonable time and in conformity with the Plan.

#### PART E. PROCEDURES FOR CHANGES IN APPROVED PLAN

This Urban Renewal Plan may be changed, modified or amended at any time by the Urban Renewal Agency, provided that, if changed, modified or amended after lease or sale of real property in the Project Area by the Urban Renewal Agency, the change,

modification or amendment must be consented to by the redeve-  
loper or redevelopers of the real property affected thereby, or  
his or their successors in interest. Approval of the City Commis-  
sion will also be required to effect any change, modification or  
amendment which will substantially change the Urban Renewal  
Plan as previously approved by the City Commission.

\* \* \* \* \*

THE FOREGOING URBAN RENEWAL PLAN FOR THE PARK PLAZA "A"  
URBAN RENEWAL PROJECT AREA is hereby certified to be a true  
copy of the modified Urban Renewal Plan adopted and approved by  
the Urban Renewal Agency of the Wichita, Kansas Metropolitan  
Area on the 10th day of December, 1964. Accordingly, this  
modified Urban Renewal Plan is hereby dated December 10, 1964.

---

R. C. DesMarteau  
Secretary