

BZA 3-76 - Harry B. Pollak, et al  
request variance to erect one double  
pole sign, double faced, 8' high and  
14' wide generally located on the  
~~west~~ side of Kellogg in an area  
between Rock Rd. & Webb Rd.

POSTED  
3-3-76

*[Signature]*  
A.I.V.  
APPROV  
4-9-76  
C.M.

# ACTION

BZA COMMITTEE Approved DATE 3-23-76

M.A.P.C. \_\_\_\_\_

B.C.C./B. CO. C. \_\_\_\_\_

BZA 3-76 - Harry B. Pollak, et al  
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Map No. 6047  
 Sec. 20  
 Twp. 27  
 Range 2E

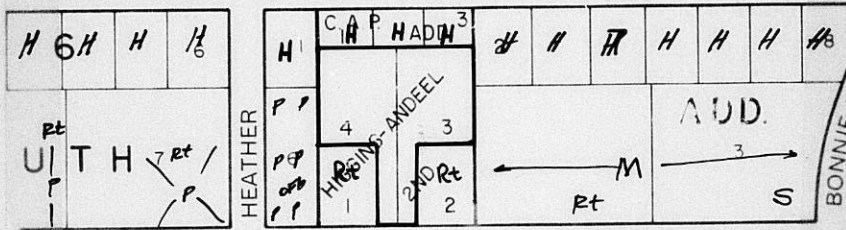
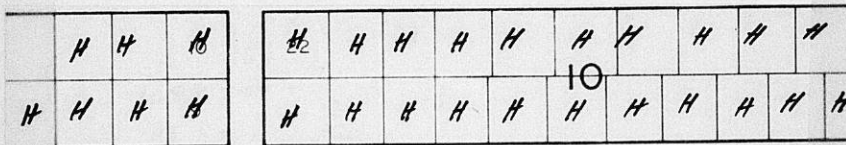
BZA- 3-76  
 SCZ- \_\_\_\_\_  
 CU- \_\_\_\_\_  
 Filed \_\_\_\_\_

AREA DATA:

1. Acres: 1.46 (IRREGULAR) ( 300 ft. by 325 ft.)  
 2. Adjoining Zoning: E \_\_\_\_\_ S \_\_\_\_\_ W \_\_\_\_\_ N \_\_\_\_\_  
 3. Land Use: East SINGLE FAM & MOTEL South EASTGATE SHOPPING CEN  
 West PARKING LOT North UNDEVELOPED  
 4. Sketch Plan Land Use is for: \_\_\_\_\_  
 5. Present Land Use is for: UNDEVELOPED  
 6. Area (is) (is not) platted.

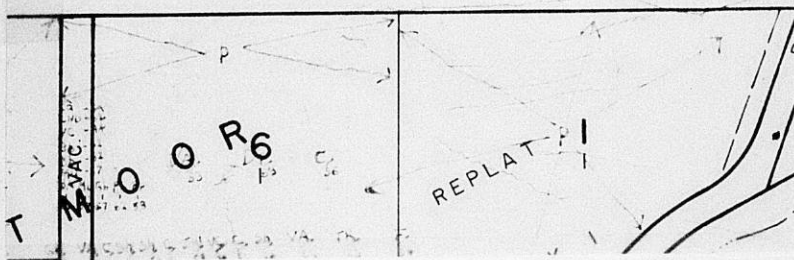
PHOTO DATA:

Taken by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_



KELLOGG

KELLOGG



RESOLUTION NO. BZA 3-76

WHEREAS, Harry B. Pollak, Alfred A. Caro, Lindy Andeel, John J. Jabara, and Eugene C. Coombs, 421 East Third Street, Box 405, Wichita, Kansas, request a variance as provided in Section 2.12.590.B, Code of the City of Wichita, to reduce the minimum required distance of a pole sign from an adjacent property line from 25 feet to 0 feet adjacent to the east property line on property zoned the "LC" Light Commercial District, and legally described as follows:

Lots 3 and 4, Higgins-Andeel Second Addition Sedgwick County, Kansas. Generally located on the north side of East Kellogg in an area between Heather and Bonnie Brae Streets.

WHEREAS, proper notice as required by ordinance and by the rules of the Board of Zoning Appeals has been given; and

WHEREAS, the Board of Zoning Appeals did, at the meeting of March 23, 1976, consider said application; and

WHEREAS, the Board of Zoning Appeals has proper jurisdiction to consider said request for a variance under the provisions of Section 2.12.590.B, Code of the City of Wichita; and

WHEREAS, the Board of Zoning Appeals has found that the variance arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant, inasmuch as the plat of the property was designed in such a way as to provide a limited amount of frontage to provide access to the main use which would be located on the rear of the property; and

WHEREAS, the Board of Zoning Appeals has found that the granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents inasmuch as the property owners to both the east and west have agreed, by private agreement, to the location of the proposed sign; and

WHEREAS, the Board of Zoning Appeals has found that the strict application of the provisions of Title 28 (Zoning Ordinance) of which variance is requested, will constitute unnecessary hardship upon the property owner represented in the application inasmuch as the sign would be in the driveway if placed 25 feet from the side property line. In considering a distance less than 25 feet, but more than 0 feet, this would remove this sign from the driveway, but would eliminate 1 or 2 parking spaces and would make the sign more accessible to damage from vehicles; and

WHEREAS, the Board of Zoning Appeals has found that the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare due to the fact that the sign would not encroach on public property and would otherwise be a legal sign; and

WHEREAS, the Board of Zoning Appeals has found that the granting of the variance desired will not be opposed to the general spirit and intent of Title 28 (Zoning Ordinance) inasmuch as the adjoining property is already developed and has an existing pole sign located approximately 100 feet from the proposed location of the new sign. This 100 feet is adequate separation between signs; and

WHEREAS, each of the five conditions required by Section 2.12.590.B, code of the City of Wichita, to be present before a variance can be granted has been found to exist.

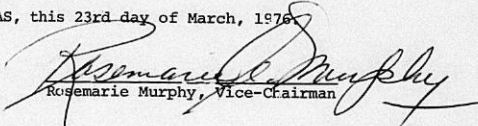
NOW, THEREFORE, BE IT RESOLVED by the Board of Zoning Appeals of the City of Wichita that this request for a variance to reduce the minimum required distance of a pole sign from an adjacent property line from 25 feet to 0 feet adjacent to the east property line on property zoned the "LC" Light Commercial District, and legally described as follows:

Resolution No. BZA 3-76  
Page 2

Lots 3 and 4, Higgins-Andeel Second Addition Sedgwick  
County, Kansas. Generally located on the north side  
of East Kellogg in an area between Heather and Bonnie  
Brae Streets,

be approved.

ADOPTED AT WICHITA, KANSAS, this 23rd day of March, 1976

  
Rosemarie Murphy, Vice-Chairman

ATTEST:

Jack H. Galbraith, Secretary

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX

City Hall, 10th Floor  
456 N. Main

March 31, 1976

Mr. Regene Coombs  
421 East Third, Box 499  
Wichita, Kansas 67201

Re: Case No. BHA 3-76  
Request for Variance

Dear Mr. Coombs:

Enclosed is a signed copy of the Resolution adopted by the Board of Zoning Appeals on March 23, 1976, in connection with your request for a variance to reduce the minimum required distance of a pole sign from an adjacent property line on property zoned the "LC" Light Commercial District, and generally located on the north side of Kellogg in an area between Heather and Seanie Bree Streets.

This Resolution reflects the official action of the Board to approve the request. It is forwarded to you for your information and files.

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

Very truly yours,

Jack W. Galbraith  
Secretary

JHG:LD:hh

Attach.

cc: Harry D. Pollak, Alfred A. Caro;  
Lindy Andaul, John J. Jabara,  
Doug Moser, 421 E. Third, Box 499, 67201  
Gary Dunn, 923 S. West, 67213  
Robert Felchner, Supt., Central Inspection  
Joe Donnelly, Central Inspection  
Donald Glisick, City Clerk

XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Tenth Floor, City Hall  
455 North Main

March 24, 1976

Mr. Eugene Coombs  
421 East Third, Box 405  
Wichita, Kansas 67201

Re: Case No. BZA 3-76  
Request for Variance

Dear Mr. Coombs:

At the regular meeting of the Board of Zoning Appeals on Tuesday, March 23, 1976, your request for a variance to reduce the minimum required distance of a pole sign from an adjacent property line from 25 feet to 0 feet adjacent to the east property line on property zoned the "LC" Light Commercial District, and generally located on the north side of Kellogg in an area between Heather and Bonnie Brae Streets was considered.

It was the action of the Board to approve this request.

A Resolution setting forth the official action of the Board is being prepared and you will be mailed a copy as soon as the signatures of the Chairman and Secretary have been obtained.

If you have any questions, please call our office.

Very truly yours,

Jack H. Galbraith  
Secretary

JHG:LD:bh

cc: Harry B. Pollak; Alfred A. Caro;  
Lindy Andeel; John J. Jabara, 421 E.  
Third, Box 405, 67201  
Gary Dunn, 933 S. West, 67213  
Doug Moser, 421 E. Third, Box 405  
Robert Feldner, Supt., Central Inspection  
Joe Donnelly, Central Inspection  
Donald Gisick, City Clerk

THE CITY OF WICHITA

OFFICE OF CITIZEN PARTICIPATION

DATE March 16, 1976



TO Board of Zoning Appeals

FROM David Furnas, CPO Coordinator

SUBJECT BZA 3-76 and BZA 5-76

At its March 15, 1976, meeting, Citizen Participation Organization Neighborhood Council "H" voted unanimously to support the application for a variance in Case No. BZA 3-76.

The Council took no action on Case No. BZA 5-76.

A handwritten signature in black ink that reads "David L. Furnas". The signature is written in a cursive style.

David Furnas  
Citizen Participation Coordinator

DF:LN:sm



SECRETARY'S REPORT  
CASE NO. EZA 3-76

- APPLICANT: Harry B. Pollak, Alfred A. Caro, Lindy Andeel, John J. Jabara, and Eugene C. Coombs, 421 East Third Street, Box 405, Wichita, Kansas.
- AGENT: Eugene C. Coombs, 421 East Third Street, Box 405, Wichita, Kansas.
- REQUEST: Variance pursuant to Section 2.12.590.B, Code of the City of Wichita, to reduce the minimum required distance of a pole sign from an adjacent property line from 25 feet to 0 feet adjacent to the east property line.
- GENERAL LOCATION: North side of Kellogg in an area between Heather and Bonnie Brae Streets.
- ZONING: Subject property is zoned the "LC" Light Commercial District. South is also "LC". North is "AA" Single Family Dwelling District. East and West are zoned the "AA" and "LC" Districts.
- LAND USE: Subject property contains a motel under construction; North is single family development; South is Eastgate Shopping Center; East is a restaurant, a motel and single family development; west is a restaurant, an office and single family development.
- JURISDICTION:
- The Board had jurisdiction to consider the variance request under the provisions outlined in Section 2.12.590.B, Code of the City of Wichita. The Board may grant the request when all five of the following conditions are found to exist:
1. That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.
  2. That the granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents.
  3. That the strict application of the provisions of Title 28 of which variance is requested will constitute unnecessary hardship upon the property owner represented in the application.

4. That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare; and
5. That the granting of the variance desired will not be opposed to the general spirit and intent of Title 28 (zoning ordinance).

COMMENTS BY THE SECRETARY:

The applicants are requesting a variance to reduce the minimum required distance of a pole sign from an adjacent property line from 25 feet to 0 feet. Section 28.04.139(k)(6) of the Zoning Ordinance provides that "On-site ground or pole signs shall not project over public right-of-way, and shall be located not closer to an adjacent property line than one-third the frontage of the zoning lot or twenty-five feet, whichever is less." In this case the frontage is 77 feet, which means the requirement would be 25 feet.

Subject property is a "T" shaped parcel consisting of two adjoining platted lots. As mentioned, the property frontage is 77 feet and extends north for a distance of 145 feet where the property widens to approximately 300 feet then continues further north for another 168 feet. A motel is under construction on the wide portion of the property. The narrow 77 foot strip provides ingress/egress to the motel and also is utilized for off-street parking. The location of the requested variance is at the extreme southeast corner of the property, where the applicants are desirous of placing a pole sign, immediately adjacent to the east property line.

In their statement of justification the applicants contend that to place their sign 25 feet from the east property line would put it in the entrance driveway to the property by approximately 2 feet. The property adjacent to the east is developed with a restaurant which has an existing pole sign located approximately 100 feet from this common property line. The property to the west is also developed with a restaurant and has an existing pole sign which is located approximately 135 feet from the proposed location of the motel sign.

The applicants have entered into an agreement with the owners of the adjoining properties to the east and west, whereby common use of the three driveways and parking spaces are agreed to. In the agreement the applicants have reserved the right to erect the proposed sign in the extreme southeast corner of their property, the exact location to be agreed upon by all three parties so as not to interfere with parking spaces or circulation.

UNIQUENESS:

It is the opinion of the Secretary that the requested

variance arises from a condition unique to this property inasmuch as the plat of the property was designed in such a way as to provide a limited amount of frontage to provide access to the main use which would be located on the rear of the property.

ADJACENT PROPERTY

It is the opinion of the Secretary that the granting of this variance would not adversely affect the rights of adjacent property owners inasmuch as the property owners to both the east and west have agreed, by private agreement, to the location of the proposed sign.

HARDSHIP:

It is the opinion of the Secretary that a hardship may exist if the strict application of the zoning ordinance is applied inasmuch as the sign would be in the driveway if placed 25 feet from the side property line. In considering a distance less than 25 feet, but more than 0 feet, this would remove this sign from the driveway but would eliminate 1 or 2 parking spaces and would make the sign more accessible to damage from vehicles.

PUBLIC INTEREST:

It is the opinion of the Secretary that the granting of this request would not be opposed to the public interest inasmuch as the sign would not encroach on public property and would otherwise be a legal sign.

SPIRIT AND INTENT:

It is the opinion of the Secretary that the granting of the variance would not be opposed to the general spirit and intent of the zoning ordinance inasmuch as the adjoining property is already developed and has an existing pole sign located approximately 100 feet from the proposed location of the new sign. This 100 feet is adequate separation between signs.

RECOMMENDATION:

It is the opinion of the Secretary that the five conditions necessary to the granting of a variance can be found to exist and, therefore, recommends that the variance be approved.

WICHITA-SEDGWICK COUNTY

DATE  
March 8, 1976

**METROPOLITAN AREA PLANNING DEPARTMENT**

TO Elmer Karstensen, Executive Assistant to the City Manager  
FROM Larry Dobson, Assistant Secretary, Board of Zoning Appeals  
SUBJECT Notice of Upcoming Board of Zoning Appeals Cases  
(Case Numbers BZA 3-76, BZA 4-76, BZA 5-76, and BZA 6-76)

Attached are notices of four cases to be considered by the Board of Zoning Appeals at its meeting of March 23, 1976. Also attached are sketch maps of the area involved in each case.

These are provided for distribution to the appropriate representatives of the Citizen's Participation Organization.

If you have any questions, please call.

Sincerely,

  
\_\_\_\_\_  
Larry Dobson  
Assistant Secretary

COPY

LD:bh  
Attach.

26 notices sent to adjoining property owners, applicants, and agent.  
10 notices sent to members of MAPC.

March 1, 1976  
BZA 3-76

BOARD OF ZONING APPEALS

CASE NO. \_\_\_\_\_

CITY OF WICHITA, KANSAS

FILED \_\_\_\_\_

APPLICATION FOR VARIANCE

I. Name of Applicant ✓ Harry B. Pollak, ✓ Alfred A. Caro, ✓ Lindy Andeel, ✓ John J. Jabara and ✓ Eugene G. Coombs

Mailing Address 421 East Third, Box 405  
Wichita, Kansas 67201 Phone 263-2261

Name of Authorized Agent ✓ Eugene G. Coombs

Mailing Address 421 East Third, Box 405  
Wichita, Kansas 67201 Phone 263-2261

Relationship of applicant to property is that of Owners  
(Owner, Tenant, Lessee, Other)

II. The variance requested is to permit the erection in the extreme south-eastern corner of Lots 3 & 4, Higgins-Andeel 2nd Addition, adjacent to Lot 2, one double pole sign, double faced, 6' high and 14' wide, the top of which shall be 30' above the surface, and one double faced change panel 5' high and 10' wide, the top of which shall be installed 21' above the surface. (Two cite plans and copies of esements are attached hereto. Said variance is requested pursuant to 2.12.590.2 of Ordinance 28.04.139(K) (6). Reduce sign distance from 14' from 25' to 0' for property located approximately 8200 East Kellogg, Wichita, Kansas,

and legally described as: \_\_\_\_\_

Lots 3 and 4, Higgins-Andeel 2nd Addition to  
Wichita, Sedgwick County, Kansas

in the City of Wichita; and which is presently zoned LC.

III. The applicant herein, or his authorized agent, acknowledges:

- a. That he has received an instruction sheet concerning the filing and hearing of this matter;
- b. That he has been advised of the fee requirements established by Section 2.12.580 of the Code of the City of Wichita (Ordinance No. 24-606); and that the appropriate fee is herewith tendered;
- c. That he has been advised of his right to bring action in the District Court of Sedgwick County to appeal the decision of the Board.
- d. That all documents are attached hereto as noted in paragraphs 2, 3, 4, and 5 of the instructions.

Harry B. Pollak, Alfred A. Caro,  
Lindy Andeel, John J. Jabara and  
Eugene G. Coombs

Applicant

Eugene G. Coombs  
Authorized Agent Eugene G. Coombs

OFFICE USE ONLY: Received in office of Secretary, Board of Zoning Appeals 9:00 (a.m. - p.m.), 2/6 19 76 together with appropriate fee of \$50.00.

T9-402

Larry Dobson  
Signed

STATEMENT OF OWNERSHIP

STATE OF KANSAS )  
 ) SS:  
 SEDGWICK COUNTY )

The undersigned duly bonded and qualified abstractor within and for the County and State aforesaid, does hereby certify:

That we have examined the records in the office of the Register of Deeds of Sedgwick County, Kansas, with reference to the ownership of the following property in Sedgwick County, Kansas,

All the owners within 200 feet of:

Lots 3 and 4, HIGGINS-ANDEEL SECOND ADDITION,  
 Sedgwick County, Kansas.



And from such examination find that the owners thereof are as set opposite the description of the property below, viz: (Addresses as given are furnished as a service and not certified.)

<u>LOT</u>	<u>BLOCK</u>	<u>ADDITION</u>	<u>OWNER &amp; ADDRESS</u>
3 & 4	HIGGINS-ANDEEL 2ND		Lindy Andeel 5900 East Central Wichita, Kansas 67208
			Harry B. Pollak Address Unknown <i>not in city, Sub Dir not in phone book</i>
			Alfred A. Cara 3730 East Kellogg Wichita, Kansas 67218
			John J. Jabara 583 Rutland Wichita, Kansas 67206
			Eugene B. Coombs 421 East 3rd Street Wichita, Kansas 67202
			James H. Stevens 702 North Doreen Street Wichita, Kansas 67206
2	HIGGINS-ANDEEL 2ND		



<u>LOT</u>	<u>BLOCK</u>	<u>ADDITION</u>	<u>OWNER &amp; ADDRESS</u>
			Hugh S. Stevens 417 Lexington Road Wichita, Kansas 67218
1		HIGGINS-ANDEEL 2ND	J. Clark Stevens 5810 East 17th Street Wichita, Kansas 67208
			Charles T. Schoenhofer 7811 Pagent Lane Wichita, Kansas 67206
1		C. A. P.	Lindy Andeel 5900 East Central Wichita, Kansas 67208
2		C. A. P.	Rocco R. & Sandra Barrese 3801 West 13th, Apt. #806 Wichita, Kansas 67203
3		C. A. P.	Thomas D. Jacob 7024 East Kellogg, Apt. #F Wichita, Kansas 67207
6		RUTH	F. I. G. Holding Company Address Unknown
E125' Lot 7		RUTH	Maverick Development Co., Inc. Address Unknown
4		RUTH	Hannah B. Ruth 1512 South Pershing Avenue Wichita, Kansas 67218
6	6	BONNIE BRAE	Odetta Snitzler 8127 Peach Tree Lane Wichita, Kansas 67207
9	5	BONNIE BRAE	Robert L. & Elizabeth R. Hoskins Address Unknown - 8126 Black Tree
E100' Lot 2	7	BONNIE BRAE	Patricia Rea Dumler Address Unknown <i>not in City Map not in Subdiv not in plat</i>
			Harold R. Hall 202 Lochinvar Wichita, Kansas 67207
3	7	BONNIE BRAE	Richard Otto & Eva Vera Watson 8233 Peach Tree Lane Wichita, Kansas 67207
1	10	BONNIE BRAE	Robert Jr. & Lorraine P. Ripley 8202 Peach Tree Lane Wichita, Kansas 67207





<u>LOT</u>	<u>BLOCK</u>	<u>ADDITION</u>	<u>OWNER &amp; ADDRESS</u>
2	10	BONNIE BRAE	Lawrence E. & Bonnie L. Ree 8208 Peach Tree Lane Wichita, Kansas 67207
3	10	BONNIE BRAE	Irvin V. & Phyllis A. Johnson 8214 Peach Tree Lane Wichita, Kansas 67207
4	10	BONNIE BRAE	Jack Pearce 8220 Peach Tree Lane Wichita, Kansas 67207
5	10	BONNIE BRAE	William D. & Clarice M. Harrison 8226 Peach Tree Lane Wichita, Kansas 67207
6	10	BONNIE BRAE	Donald Craig & Helen Coleen Middaugh Address Unknown Real Estate address: 8232 Peach Tree Lane Wichita, Kansas 67207
1	6	EASTMOOR	Francis M. & Nellie Brady 26 Lakeside Boulevard Wichita, Kansas 67207 & Levitt Jewelry Company, INC. 7930 East Harry Wichita, Kansas 67207
1	1	REPLAT OF BLOCK 1, SUNNYBROOK	Wm. Levitt 7930 East Harry Wichita, Kansas 67207



Dated at Wichita, Kansas, this 27th day of January, 1976, at 7:00 o'clock A.M.

FIDELITY TITLE COMPANY, INC.

By *Anita Gray*  
Asst. Sec. *AG*

Tracer No. 31751



STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
OCT 14 1975

FILM 161 PAGE 1581

No. 89

BY 2 31408  
BETIE F. MCCART  
REGISTER OF DEEDS

*Paul Gilbert*  
Attorney

EASEMENT

THIS EASEMENT made and entered into this 13th day of October, 1975, by and between HARRY B. POLLAK and SHARLEY POLLAK, his wife; ALFRED A. CARO and LOUISE A. CARO, his wife; and LINDY ANDEEL, a single man; hereinafter referred to as the parties of the first part, and CHARLES T. SCHOENHOFER and PEGGY J. SCHOENHOFER, his wife; J. CLARK STEVENS and ANNAMARIE J. STEVENS, his wife; hereinafter referred to as the parties of the second part, and HUGH S. STEVENS and MARGARET STEVENS, his wife; and JAMES H. STEVENS and ANN M. STEVENS, his wife; hereinafter referred to as the parties of the third part.

WHEREAS, all of the parties hereto are participating in a simultaneous closing of a real estate transaction and when such real estate transaction is completed, the parties of the first part will own the following described real property, to-wit:

Lots 3 and 4, Higgins-Andeel 2nd Addition to Wichita, Sedgwick County, Kansas,

and the parties of the second part will own the following described real property, to-wit:

Lot 1, Higgins-Andeel 2nd Addition to Wichita, Sedgwick County, Kansas,

and the parties of the third part will own the following described real property, to-wit:

Lot 2, Higgins-Andeel 2nd Addition to Wichita, Sedgwick County, Kansas,

a copy of part of a plat being attached hereto showing the dimensions and relative positions of the three parcels of real property, and

WHEREAS, the parties hereto desire to enter into an agreement as to the mutual use and of the granting of mutual easements for the use of the three parcels of property above described.

NOW, THEREFORE, it is agreed by and between the parties as follows:

Party of the first part hereby grants to parties of the second and third part a non-exclusive easement in and to the South 77 feet by 145 feet of Lots 3 and 4, which lie between Lots 1 and 2, for parking purposes and for ingress and egress, and party of the first part covenants and agrees that such space will be used for parking purposes and ingress and egress only EXCEPT, however, party of the first part reserves the right to erect in the extreme south-eastern corner of such space adjacent to Lot 2 one double pole sign of the following type and dimensions: one double faced main sign 8 feet high by 14 feet wide, the top of which shall be installed 30 feet above the surface, and one double faced change panel 4 feet high by 10 feet wide, the top of which shall be installed 21 feet above the surface. Parties of the second and third part do hereby agree that they will pay all of the original cost of the blacktopping of the South 77 feet by 145 feet of Lots 3 and 4 which lie between Lots 1 and 2. It is further agreed between the parties that repairs

*B.W. Sec  
Chatt*

*Orville  
Gorgensen  
& Wood*

to the blacktop in the future shall be paid one-half by the parties of the second and third parts and one-half by the parties of the first part, provided, however, that if at the time repairs are needed for such blacktop, Lots 3 and 4, aforesaid, are not developed and in use, that the second and third parties will pay the full cost of repair of said blacktop surface. Any damage to blacktop occasioned by the erection and servicing of the within provided sign shall be repaired at the sole cost and expense of party of the first part. The site of the within sign shall be determined by mutual agreement of parties of the first part and third part so as not to interfere with existing parking spaces.

Each of the parties hereto does hereby grant to the other parties hereto joint easements for ingress and egress from all three driveways, coming onto the property from Kellogg Avenue and Kellogg Drive and agree that such ingress and egress from such drives shall be used jointly by all of the parties and the parties of the second part and third part agree to so use the space between Lots 1 and 2, and to leave the North property line unobstructed so that traffic may proceed North and South between said Lots 1 and 2 to and from Kellogg Drive to the northern parts of Lots 3 and 4.

The said parties of the second part and third part further contract and agree that they will not expand their buildings to the east or west but that any expansions on the buildings on Lots 1 or 2 shall be either to the north or south. The parties of the first part contract and agree that they will observe a 145 foot setback line from Kellogg Avenue for any building constructed on Lots 3 and/or 4.

It is further agreed between the parties hereto that there shall be a free circulation of traffic by all of the parties or their customers or delivery men over and above all of the space covered by this agreement which is to be used for parking purposes and ingress and egress purposes and that such parking spaces will be marked in such a way and determined in such a way so as not to interfere with the use of the entrances from the real property above described to Kellogg Drive. It is further covenanted and agreed between the parties hereto that this easement and this agreement shall run with the ownership of the respective parcels of land and will be binding upon the heirs, successors and assigns of the parties hereto and their respective lessees and successors in title.

IN TESTIMONY WHEREOF, the parties hereto have hereunto signed their names the day and year first above written.

Harry B. Pollak  
Harry B. Pollak

Sharley Pollak  
Sharley Pollak

Alfred A. Caro  
Alfred A. Caro

Louise A. Caro  
Louise A. Caro

Lindy Aydeel  
Lindy Aydeel

PARTIES OF THE FIRST PART

Charles T. Schoenhof  
Charles T. Schoenhof

Peggy W. Schoenhof  
Peggy W. Schoenhof

J. Clark Stevens  
J. Clark Stevens

Annmaria J. Stevens  
Annmaria J. Stevens

PARTIES OF THE SECOND PART

Hugh S. Stevens  
Hugh S. Stevens

Margaret Stevens  
Margaret Stevens

James H. Stevens  
James H. Stevens

Ann M. Stevens  
Ann M. Stevens

PARTIES OF THE THIRD PART

FLA. Surasota  
STATE OF ~~Florida~~, SEDFWICK COUNTY, ss:



The foregoing instrument was acknowledged before me this 26th day of September, 1975, by Harry B. Pollak and Sharley Pollak, his wife.

Dorothy Noel  
Notary Public  
Dorothy Noel

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 8th day of October, 1975, by Alfred A. Caro and Louise A. Caro, his wife.

Madeline F. Adams  
Notary Public  
Madeline F. Adams  
MADELINE F. ADAMS  
NOTARY PUBLIC  
SEDFWICK COUNTY, KANSAS  
McGraw, Exp. 6-28-78

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 13th day of October, 1975, by Lindy Andeel, a single man.

Rosemary C. Weber  
Notary Public



No. 8

-4-

STATE OF KANSAS, SEDGWICK COUNTY, ss:



The foregoing instrument was acknowledged before me this 1st day of October, 1975, by Charles T. Schoenhofer and Schoenhofer, his wife.

Rosemary C. Weibert  
Notary Public  
Rosemary C. Weibert

April 5, 1978

STATE OF KANSAS, SEDGWICK COUNTY, ss:



The foregoing instrument was acknowledged before me this 1st day of October, 1975, by J. Clark Stevens and Ann Marie J. Stevens, his wife.

Rosemary C. Weibert  
Notary Public  
Rosemary C. Weibert

April 5, 1978

STATE OF KANSAS, SEDGWICK COUNTY, ss:



The foregoing instrument was acknowledged before me this 1st day of October, 1975, by Hugh S. Stevens and Margaret Stevens, his wife.

Rosemary C. Weibert  
Notary Public  
Rosemary C. Weibert

April 5, 1978

STATE OF KANSAS, SEDGWICK COUNTY, ss:



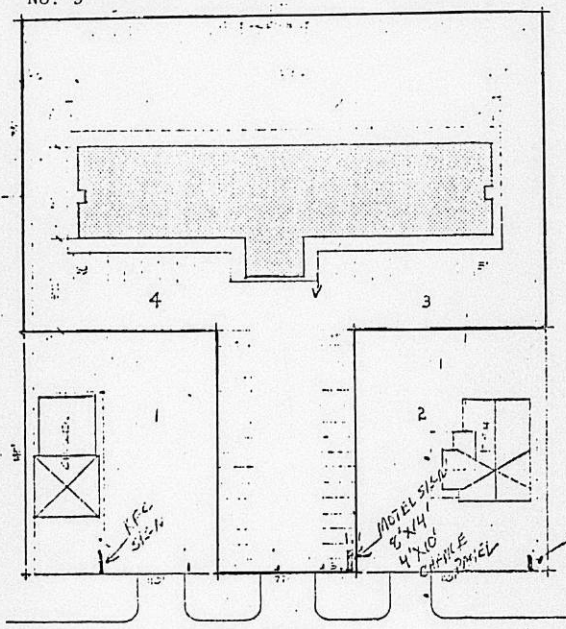
The foregoing instrument was acknowledged before me this 13 day of October, 1975, by James H. Stevens and Ann M. Stevens, his wife.

Rosemary C. Weibert  
Notary Public  
Rosemary C. Weibert

April 5, 1978

Rosemary C. Weibert

No. 89



KELLOGG DRIVE

SITE PLAN



1" = 50' 0"

STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD

FILED 105 MAY 285

107  
No. 90 JUN 12 1974  
1 96274

EASEMENT

JOHN HARRIS  
REGISTER OF DEEDS

THIS EASEMENT made and entered into this 31st day of May, 1974, by and between HARRY B. POLLAK and SHARLEY POLLAK, his wife, ALFRED A. CARO and LOUISE A. CARO, his wife, and LINDY ANDEEL, a single man, hereinafter referred to as the parties of the first part, and CHARLES T. SCHOENHOFER and PEGGY J. SCHOENHOFER, his wife, J. CLARK STEVENS and Annmarie J. STEVENS, his wife, hereinafter referred to as the parties of the second part, and HUGH S. STEVENS and MARGARET STEVENS, his wife, and JAMES H. STEVENS and Ann M. STEVENS, his wife, hereinafter referred to as the parties of the third part.

WHEREAS, all of the parties hereto are participating in a simultaneous closing of a real estate transaction and when such real estate transaction is completed, the parties of the first part will own the following described real property, to-wit:

Lots 3 and 4, Higgins-Andeel  
2nd Addition to Wichita,  
Sedgwick County, Kansas,

and the parties of the second part will own the following described real property, to-wit:

Lot 1, Higgins-Andeel 2nd  
Addition to Wichita,  
Sedgwick County, Kansas

and the parties of the third part will own the following described real property, to-wit:

Lot 2, Higgins-Andeel 2nd  
Addition to Wichita,  
Sedgwick County, Kansas,

a copy of part of a plat being attached hereto showing the dimensions and relative positions of the three parcels of real property, and

WHEREAS, the parties hereto desire to enter into an agreement as to the mutual use and of the granting of mutual easements for the use of the three parcels of property above described.

WITNESSETH IT THEN that the parties of the second and third part do hereby contract and agree that they will pay all of the original cost of the blacktopping of the South 77 feet by 145 feet of Lots 3 and 4 which lie between Lots 1 and 2 belonging to the second and third parties. It is further contracted and agreed between the parties that repairs to the blacktop in the future shall be paid one-half by the parties of the second and third parts or their successors or assigns and one-half by the parties of the first part or their successors or assigns, provided, however, that if at the time repairs are needed for such blacktop that Lots 3 and 4, aforesaid, are not developed and in use, that the second and third parties or their successors or assigns in the ownership of Lots 1 and 2 aforesaid, will pay the full cost of repair of said blacktop surface.

EXHIBIT "B"

No. 90

Each of the parties hereto does hereby grant to the other parties hereto joint easements for ingress and egress from all three driveways coming onto the property from Kellogg Avenue and Kellogg Drive and agree that such ingress and egress from such drives shall be used jointly by all of the parties and the parties of the second part and third part agree to so use the space between Lots 1 and 2, and to leave the North property line unobstructed so that traffic may proceed North and South between said Lots 1 and 2 to and from Kellogg Drive to the Northern parts of Lots 3 and 4.

The said parties of the second part and third part further contract and agree they they will not expand their buildings to the East or West but that any expansions on the buildings on Lots 1 or 2 shall be either to the North or South.

The parties of the second part contract and agree that they will observe a 145 foot set back line from Kellogg Avenue for any building constructed on Lots 3 and/or 4 and that the space between Lots 1 and 2 will be used for parking purposes and ingress and egress only. It is further agreed between the parties hereto that there shall be a free circulation of traffic by all of the parties or their customers or delivery men over and above all of the space covered by this agreement which is to be used for parking purposes and ingress and egress purposes and that such parking spaces will be marked in such a way and determined in such a way so as not to interfere with the use of the entrances from the real property above described to Kellogg Drive. It is further contracted and agreed between the parties hereto that this easement and this agreement shall run with the ownership of the respective parcels of land and will be binding upon the heirs, successors and assigns of the parties hereto.

IN TESTIMONY WHEREOF, the parties hereto have hereunto signed their names the day and year first above written.

*Harry B. Pollak*  
 HARRY B. POLLAK

*Sharley Pollak*  
 SHARLEY POLLAK

PARTIES OF FIRST PART

*Alfred A. Caro*  
 ALFRED A. CARO

*Louise A. Caro*  
 LOUISE A. CARO

*Lindy Andeel*  
 LINDY ANDEEL

PARTIES OF SECOND PART

*Charles T. Schoenhofner*  
 CHARLES T. SCHOENHOFER

*Peggy J. Schoenhofner*  
 PEGGY J. SCHOENHOFER



No. 90

PARTIES OF SECOND PART

J. Clark Stevens  
J. CLARK STEVENS

Annamarie J. Stevens  
Annamarie J. STEVENS

Hugh S. Stevens  
HUGH S. STEVENS

Margaret Stevens  
MARGARET STEVENS

PARTIES OF THIRD PART

James H. Stevens  
JAMES H. STEVENS

Ann M. Stevens  
Ann M. STEVENS

STATE OF FLORIDA )  
COUNTY OF Sarasota ) ss:

The foregoing instrument was acknowledged before me this 4th day of June, 1974, by Harry B. Pollak and Sharley Pollak, husband and wife.

Jan L. Ford  
Notary Public  
Jan L. Ford



STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 31 day of May, 1974, by Alfred A. Caro and Louise A. Caro, husband and wife.

Madeline F. Akers  
Notary Public

My Commission Expires:

6-28-74

Madeline F. Akers



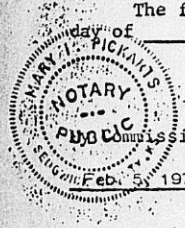
STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 31st day of May, 1974 by Lindy Andeel, a single person.

Mary I. Pickarts  
Notary Public Mary I. Pickarts

My Commission Expires:

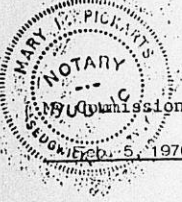
Feb. 5, 1976



No 90

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 31st day of May, 1974, by Charles T. Schoenhofer and Peggy J. Schoenhofer, husband and wife, and J. Clark Stevens and Annamarie J. Stevens, husband and wife.

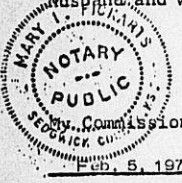


My Commission Expires: Feb. 5, 1976

Mary I. Pickarts  
Notary Public Mary I. Pickarts

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 31st day of May, 1974, by Hugh S. Stevens and Margaret Stevens, husband and wife, and James H. Stevens and Ann M. Stevens, husband and wife.



My Commission Expires: Feb. 5, 1976

Mary I. Pickarts  
Notary Public Mary I. Pickarts

STATE OF KANSAS  
SEDCWICK COUNTY  
FILED FOR RECORD AT  
OCT 14 1975

No. 89

NO. 2 51498  
BETTE F. McCART  
REGISTER OF DEEDS

*Paul Schubert*  
Register

FILM 161 PAGE 1581

EASEMENT

THIS EASEMENT made and entered into this 13th day of October, 19 75, by and between HARRY B. POLLAK and SHARLEY POLLAK, his wife; ALFRED A. CARO and LOUISE A. CARO, his wife; and LINDY ANDEEL, a single man; hereinafter referred to as the parties of the first part, and CHARLES T. SCHOENHOFER and PEGGY J. SCHOENHOFER, his wife; J. CLARK STEVENS and ANNAMARIE J. STEVENS, his wife; hereinafter referred to as the parties of the second part, and HUGH S. STEVENS and MARGARET STEVENS, his wife; and JAMES H. STEVENS and ANN M. STEVENS, his wife; hereinafter referred to as the parties of the third part.

WHEREAS, all of the parties hereto are participating in a simultaneous closing of a real estate transaction and when such real estate transaction is completed, the parties of the first part will own the following described real property, to-wit:

Lots 3 and 4, Higgins-Andeel 2nd Addition  
to Wichita, Sedgwick County, Kansas,

and the parties of the second part will own the following described real property, to-wit:

Lot 1, Higgins-Andeel 2nd Addition to  
Wichita, Sedgwick County, Kansas,

and the parties of the third part will own the following described real property, to-wit:

Lot 2, Higgins-Andeel 2nd Addition to  
Wichita, Sedgwick County, Kansas,

a copy of part of a plat being attached hereto showing the dimensions and relative positions of the three parcels of real property, and

WHEREAS, the parties hereto desire to enter into an agreement as to the mutual use and of the granting of mutual easements for the use of the three parcels of property above described.

NOW, THEREFORE, it is agreed by and between the parties as follows:

Party of the first part hereby grants to parties of the second and third part a non-exclusive easement in and to the South 77 feet by 145 feet of Lots 3 and 4, which lie between Lots 1 and 2, for parking purposes and for ingress and egress, and party of the first part covenants and agrees that such space will be used for parking purposes and ingress and egress only EXCEPT, however, party of the first part reserves the right to erect in the extreme south-eastern corner of such space adjacent to Lot 2 one double pole sign of the following type and dimensions: one double faced main sign 8 feet high by 14 feet wide, the top of which shall be installed 30 feet above the surface, and one double faced change panel 4 feet high by 10 feet wide, the top of which shall be installed 21 feet above the surface. Parties of the second and third part do hereby agree that they will pay all of the original cost of the blacktopping of the South 77 feet by 145 feet of Lots 3 and 4 which lie between Lots 1 and 2. It is further agreed between the parties that repairs

*B. W. Sec*  
*Chatt*

*Doris*  
*Jorgensen*  
*et Wood*

to the blacktop in the future shall be paid one-half by the parties of the second and third parts and one-half by the parties of the first part, provided, however, that if at the time repairs are needed for such blacktop, Lots 3 and 4, aforesaid, are not developed and in use, that the second and third parties will pay the full cost of repair of said blacktop surface. Any damage to blacktop occasioned by the erection and servicing of the within provided sign shall be repaired at the sole cost and expense of party of the first part. The site of the within sign shall be determined by mutual agreement of parties of the first part and third part so as not to interfere with existing parking spaces.

Each of the parties hereto does hereby grant to the other parties hereto joint easements for ingress and egress from all three driveways, coming onto the property from Kellogg Avenue and Kellogg Drive and agree that such ingress and egress from such drives shall be used jointly by all of the parties and the parties of the second part and third part agree to so use the space between Lots 1 and 2, and to leave the North property line unobstructed so that traffic may proceed North and South between said Lots 1 and 2 to and from Kellogg Drive to the northern parts of Lots 3 and 4.

The said parties of the second part and third part further contract and agree that they will not expand their buildings to the east or west but that any expansions on the buildings on Lots 1 or 2 shall be either to the north or south. The parties of the first part contract and agree that they will observe a 145 foot setback line from Kellogg Avenue for any building constructed on Lots 3 and/or 4.

It is further agreed between the parties hereto that there shall be a free circulation of traffic by all of the parties or their customers or delivery men over and above all of the space covered by this agreement which is to be used for parking purposes and ingress and egress purposes and that such parking spaces will be marked in such a way and determined in such a way so as not to interfere with the use of the entrances from the real property above described to Kellogg Drive. It is further covenanted and agreed between the parties hereto that this easement and this agreement shall run with the ownership of the respective parcels of land and will be binding upon the heirs, successors and assigns of the parties hereto and their respective lessees and successors in title.

IN TESTIMONY WHEREOF, the parties hereto have hereunto signed their names the day and year first above written.

Harry D. Pollak  
Harry D. Pollak

Sharley Pollak  
Sharley Pollak

Alfred A. Caro  
Alfred A. Caro

Louise A. Caro  
Louise A. Caro

Lindy Ansdell  
Lindy Ansdell

PARTIES OF THE FIRST PART

Charles T. Schoenhofer  
Charles T. Schoenhofer

Peggy J. Schoenhofer  
Peggy J. Schoenhofer

J. Clark Stevens  
J. Clark Stevens

Annamaria J. Stevens  
Annamaria J. Stevens

PARTIES OF THE SECOND PART

Hugh S. Stevens  
Hugh S. Stevens

Margaret Stevens  
Margaret Stevens

James H. Stevens  
James H. Stevens

Ann M. Stevens  
Ann M. Stevens

PARTIES OF THE THIRD PART

STATE OF ~~KANSAS~~ <sup>FLA. Sarasota</sup> ~~SEDGWICK~~ COUNTY, ss:

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September, 1975, by Harry B. Pollak and Sharley Pollak, his wife.



Dorothy Noel  
Notary Public  
Dorothy Noel

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 1975, by Alfred A. Caro and Louise A. Caro, his wife.

Madeline F. Akérgm  
Notary Public  
Madeline F. Akérgm Exp. 6-28-78

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 1975, by Lindy Andeel, a single man.

Barbara C. Whit  
Notary Public



STATE OF KANSAS, SEDGWICK COUNTY, ss:



The foregoing instrument was acknowledged before me this  
of October, 1975, by Charles T. Schoenhofer and  
Peggy J. Schoenhofer, his wife.

Rosemary C. Webert  
Notary Public

Rosemary C. Webert

April 5, 1978

STATE OF KANSAS, SEDGWICK COUNTY, ss:



The foregoing instrument was acknowledged before me this  
of October, 1975, by J. Clark Stevens and  
Dhanamie J. Stevens, his wife.

Rosemary C. Webert  
Notary Public

Rosemary C. Webert

April 5, 1978

STATE OF KANSAS, SEDGWICK COUNTY, ss:



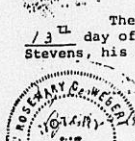
The foregoing instrument was acknowledged before me this  
of October, 1975, by Hugh S. Stevens and Margaret  
Stevens, his wife.

Rosemary C. Webert  
Notary Public

Rosemary C. Webert

April 5, 1978

STATE OF KANSAS, SEDGWICK COUNTY, ss:



The foregoing instrument was acknowledged before me this  
of October, 1975, by James H. Stevens and Ann M.  
Stevens, his wife.

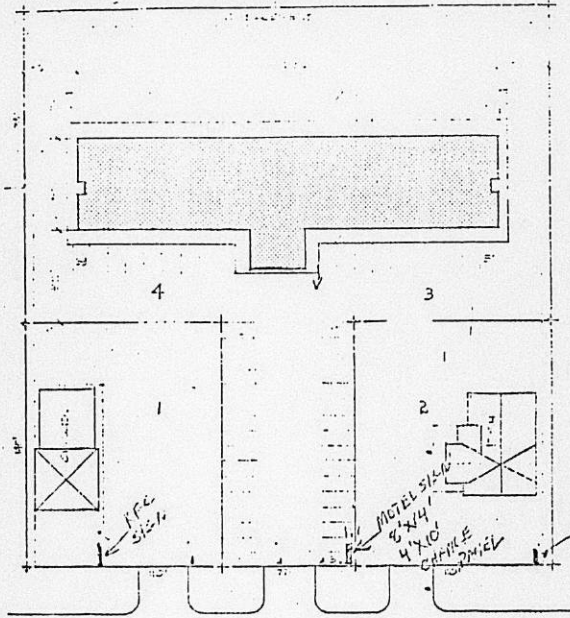
Rosemary C. Webert  
Notary Public

Rosemary C. Webert

April 5, 1978

FIG 161 (M) 1586

No. 89



STATE OF KANSAS  
SEDGWICK COUNTY

No. 90

JUN 12 1974

1 96294

EASEMENT

JOHN H. HARRIS  
REGISTER OF DEEDS

THIS EASEMENT made and entered into this 31st day of May, 1974, by and between HARRY B. POLLAK and SHARLEY POLLAK, his wife, ALFRED A. CARO and LOUISE A. CARO, his wife, and LINDY ANDEEL, a single man, hereinafter referred to as the parties of the first part, and CHARLES T. SCHOENHOFER and PEGGY J. SCHOENHOFER, his wife, J. CLARK STEVENS and Annmarie J. STEVENS, his wife, hereinafter referred to as the parties of the second part, and HUGH S. STEVENS and MARGARET STEVENS, his wife, and JAMES H. STEVENS and Ann M. STEVENS, his wife, hereinafter referred to as the parties of the third part.

WHEREAS, all of the parties hereto are participating in a simultaneous closing of a real estate transaction and when such real estate transaction is completed, the parties of the first part will own the following described real property, to-wit:

Lots 3 and 4, Higgins-Andeel  
2nd Addition to Wichita,  
Sedgwick County, Kansas,

and the parties of the second part will own the following described real property, to-wit:

Lot 1, Higgins-Andeel 2nd  
Addition to Wichita,  
Sedgwick County, Kansas

and the parties of the third part will own the following described real property, to-wit:

Lot 2, Higgins-Andeel 2nd  
Addition to Wichita,  
Sedgwick County, Kansas,

a copy of part of a plat being attached hereto showing the dimensions and relative positions of the three parcels of real property, and

WHEREAS, the parties hereto desire to enter into an agreement as to the mutual use and of the granting of mutual easements for the use of the three parcels of property above described.

WITNESSETH IT THEN that the parties of the second and third part do hereby contract and agree that they will pay all of the original cost of the blacktopping of the South 77 feet by 145 feet of Lots 3 and 4 which lie between Lots 1 and 2 belonging to the second and third parties. It is further contracted and agreed between the parties that repairs to the blacktop in the future shall be paid one-half by the parties of the second and third parts or their successors or assigns and one-half by the parties of the first part or their successors or assigns, provided, however, that if at the time repairs are needed for such blacktop that Lots 3 and 4, aforesaid, are not developed and in use, that the second and third parties or their successors or assigns in the ownership of Lots 1 and 2 aforesaid, will pay the full cost of repair of said blacktop surface.



No. 90

Each of the parties hereto does hereby grant to the other parties hereto joint easements for ingress and egress from all three driveways coming onto the property from Kellogg Avenue and Kellogg Drive and agree that such ingress and egress from such drives shall be used jointly by all of the parties and the parties of the second part and third part agree to so use the space between Lots 1 and 2, and to leave the North property line unobstructed so that traffic may proceed North and South between said Lots 1 and 2 to and from Kellogg Drive to the Northern parts of Lots 3 and 4.

The said parties of the second part and third part further contract and agree they they will not expand their buildings to the East or West but that any expansions on the buildings on Lots 1 or 2 shall be either to the North or South.

The parties of the second part contract and agree that they will observe a 145 foot set back line from Kellogg Avenue for any building constructed on Lots 3 and/or 4 and that the space between Lots 1 and 2 will be used for parking purposes and ingress and egress only. It is further agreed between the parties hereto that there shall be a free circulation of traffic by all of the parties or their customers or delivery men over and above all of the space covered by this agreement which is to be used for parking purposes and ingress and egress purposes and that such parking spaces will be marked in such a way and determined in such a way so as not to interfere with the use of the entrances from the real property above described to Kellogg Drive. It is further contracted and agreed between the parties hereto that this easement and this agreement shall run with the ownership of the respective parcels of land and will be binding upon the heirs, successors and assigns of the parties hereto.

IN TESTIMONY WHEREOF, the parties hereto have hereunto signed their names the day and year first above written.

Harry B. Pollak  
 HARRY B. POLLAK

Sharley Pollak  
 SHARLEY POLLAK

PARTIES OF FIRST PART

Alfred A. Caro  
 ALFRED A. CARO

Louise A. Caro  
 LOUISE A. CARO

Lindy Andeel  
 LINDY ANDEEL

PARTIES OF SECOND PART

Charles T. Schoenhofner  
 CHARLES T. SCHOENHOFER

Peggy J. Schoenhofner  
 PEGGY J. SCHOENHOFER

No. 90

PARTIES OF SECOND PART

J. Clark Stevens  
J. CLARK STEVENS

Annamarie J. Stevens  
Annamarie J. STEVENS

Hugh S. Stevens  
HUGH S. STEVENS

Margaret Stevens  
MARGARET STEVENS

PARTIES OF THIRD PART

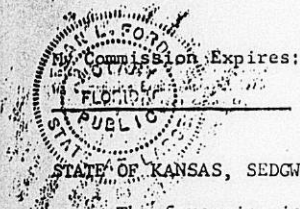
James H. Stevens  
JAMES H. STEVENS

Ann M. Stevens  
Ann M. STEVENS

STATE OF FLORIDA }  
COUNTY OF Sarasota } ss:

The foregoing instrument was acknowledged before me this 4th day of June, 1974, by Harry B. Pollak and Sharley Pollak, husband and wife.

Jan L. Ford  
Notary Public  
Jan L. Ford



STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 31 day of May, 1974, by Alfred A. Caro and Louise A. Caro, husband and wife.

Madeline F. Akers  
Notary Public

My Commission Expires:

6-28-74

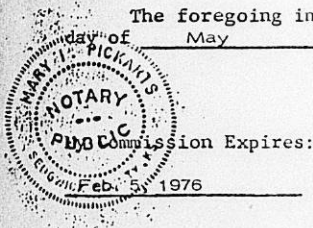
Madeline F. Akers



STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 31st day of May, 1974 by Lindy Andeel, a single person.

Mary I. Pickarts  
Notary Public Mary I. Pickarts



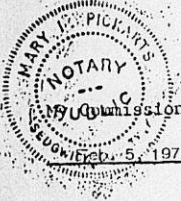
My Commission Expires:

5-1-76

No 90

STATE OF KANSAS, SEDGWICK COUNTY, ss:

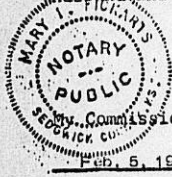
The foregoing instrument was acknowledged before me this 31st day of May, 1974, by Charles T. Schoenhofer and Peggy J. Schoenhofer, husband and wife, and J. Clark Stevens and Annamarie J. Stevens, husband and wife.



Mary I. Pickarts  
Notary Public Mary I. Pickarts

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 31st day of May, 1974, by Hugh S. Stevens and Margaret Stevens, husband and wife, and James H. Stevens and Ann M. Stevens, husband and wife.



Mary I. Pickarts  
Notary Public Mary I. Pickarts

Form 223-021

**PAYMENT NOTI**  
City of Wichita

**PAY AT TREASURER'S OFFICE - FIRST FLOOR**

Bldg & Elev.	Elec.	Elev. Insp.	Exam. Fees
Hse. Mvr.	Hse. Moving	Licse.	Mech.
Oil Well	Pav. Cuts	Plan.	Plbg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer		

DESCRIPTION AMOUNT

BZA *[illegible]* \$5000

Name *[illegible]*

Address *[illegible]*

Type *[illegible]* Due Date *[illegible]*

Comments:

Date *[illegible]* By *[illegible]*

EUGENE G. COOMBS  
DONALD E. LAMBDIN  
WILLIAM F. KLUGE, III  
E. CRAIG KENNEDY  
DOUGLAS J. MOSHIER

LAW OFFICES OF  
COOMBS, LAMBDIN, KLUGE & KENNEDY  
CHARTERED  
HERITAGE PLACE  
421 E. THIRD - BOX 405  
WICHITA, KANSAS 67201

(316) 263-2261

February 23, 1976

Mr. Larry Dobson  
Metropolitan Area Planning Department  
City Hall  
Central and Main  
Wichita, Kansas 67202

Re: Application for Sign Ordinance  
Variance, 8200 East Kellogg

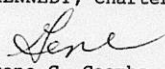
Dear Larry:

Enclosed herewith are some statements or descriptive matter as to why the variance should be approved.

I have also contacted the architect, Tom Jacobs, who is preparing site plans with legible dimensions on them which, I believe, will assist in the presentation. I asked Tom to also show the proposed location of the sign on the site plans.

Very truly yours,

COOMBS, LAMBDIN, KLUGE  
& KENNEDY, Chartered

  
Eugene G. Coombs

EGC:db

Enclosure

PROPOSED STATEMENTS IN SUPPORT OF  
THE APPLICATION FOR SIGN VARIANCE

The Ordinance 28.04.139(K) (6) provides that a sign shall be located not closer to an adjacent property line than twenty-five (25) feet, or one-third (1/3rd) of the frontage of zoning lot, whichever is less. The width of the zoning lot is seventy-seven (77) feet; therefore, twenty-five (25) feet is less than one-third (1/3rd) of the frontage of the zoning lot by .67 feet.

To place the sign twenty-five (25) feet from the adjacent Lot 2 (Fish) would place it in the driveway entrance to Lots 3 and 4 by approximately two (2) feet.

The proposed location of the sign, which is in the extreme southeast corner of Lot 3 (also extreme southeast corner of parking space 32), places the sign approximately one hundred thirty-five (135) feet east of the Kentucky Fried Chicken sign on Lot 1, and approximately one hundred six (106) feet west of the Fish sign on Lot 2.

The proposed sign would be approximately twenty-three (23) feet east of the east side of the entrance. To place it any closer to either the east or west side of the entrance would tend to make a hazard to traffic using the entrance and parking stalls close to the sign.

The arrangement of the lots in this addition and consequently the curb cuts or entrances to the three lots is rather unique and unconventional. Because of the unconventional or unique design and arrangement of the plat, the legislative intent of the ordinance does not apply to the situation and circumstances existing in this matter.

The agreements and easements of the applicant owners of Lots 3 and 4, and the owners and occupants of the adjoining Lots 1 and 2, contemplate, consent and agree to the location of this sign and the variance requested.

From a practical, as well as aesthetic, basis the sign should be placed in the proposed location.

\*

This BZA. Case  
Has a Large Drawing  
On 35mm Microfilm  
Roll # 1