

BZA 48-88 - Larry & Cynthia Williams rec  
a variance to reduce the front yard set-  
back from 20' to 18' on property zoned  
the "RB" Four-Family Dwelling District

post 19-28-88  
K

# ACTION

BZA 48-88 Approved 4-0-1 10/25/88  
DATE

200'4 Sec. 11-16-88  
Checked fo  
Dist. 1-10-89  
Record ✓

to city rec'd  
10/25/88  
S. V. [unclear]  
10/25/88

DATA SHEET

MAP NO.: 5446D

CASE NO. BZA 48-88

(CPO 4A, 10/25/88)

REQUEST: Variance to reduce the front yard setback from <sup>26.5</sup>20 ft. to 18 ft.

EXISTING ZONING: "RB" Four-Family Dwelling District

GENERAL LOCATION: South side of Dayton, in an area east of Seneca (1033 W. Dayton).

APPLICANTS: Larry & Cynthia Williams  
ADDRESS: 1033 Dayton  
Wichita, KS 67213

PHONE: 269-0724

AGENT: Vern Miller, Attorney at Law  
ADDRESS: 1202 N. Emporia  
Wichita, KS 67214

PHONE: 264-2429

AREA DATA

Acres: 50 ft. by 140 ft.

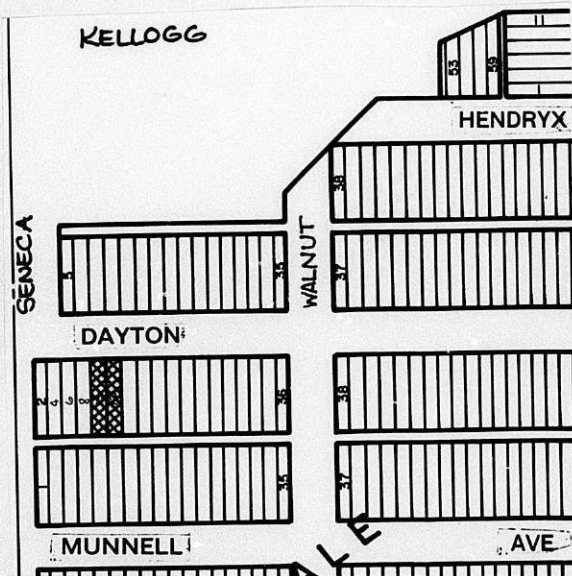
Adjacent Zoning and Land Use:

North "RB"

South "RB"

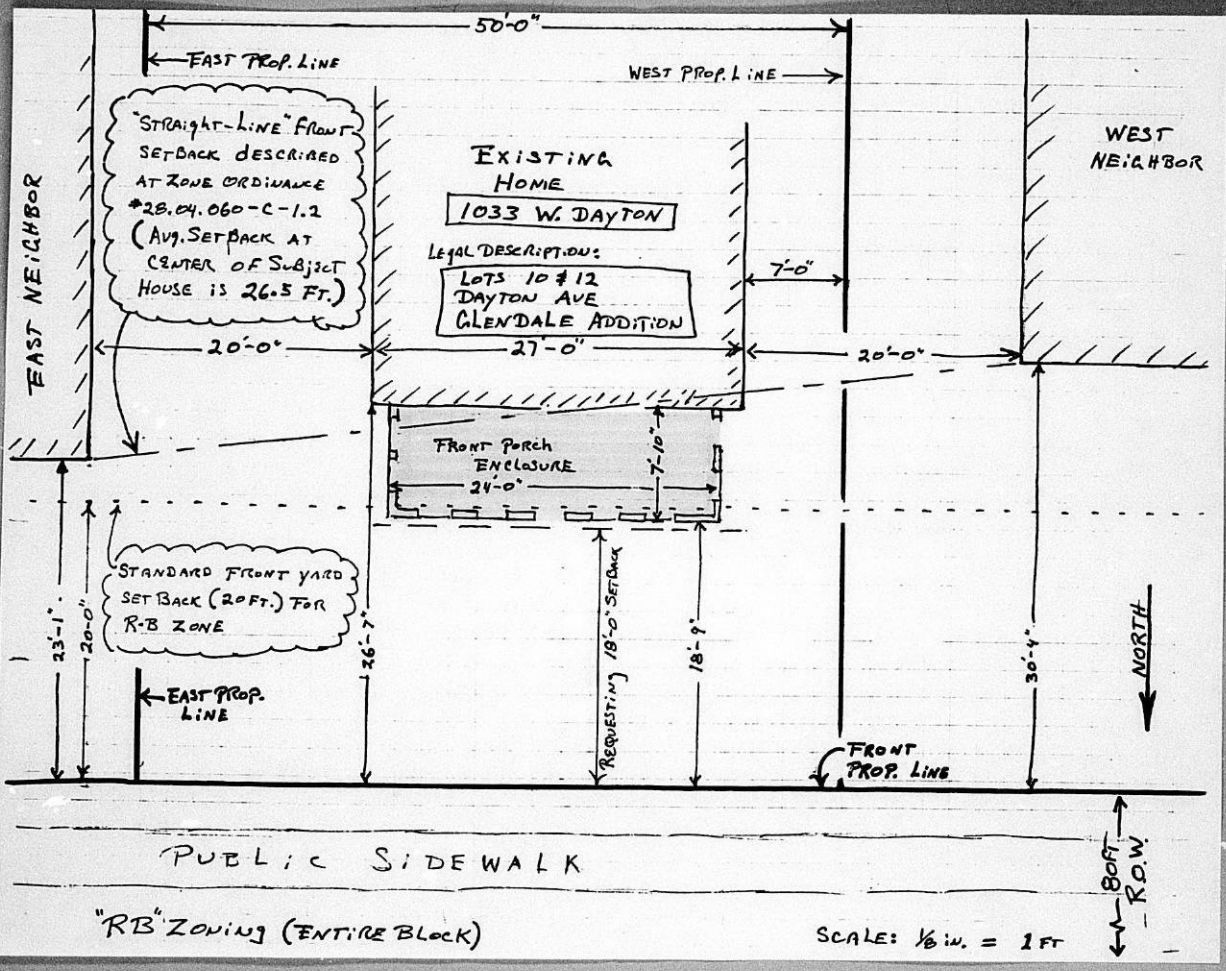
East "RB"

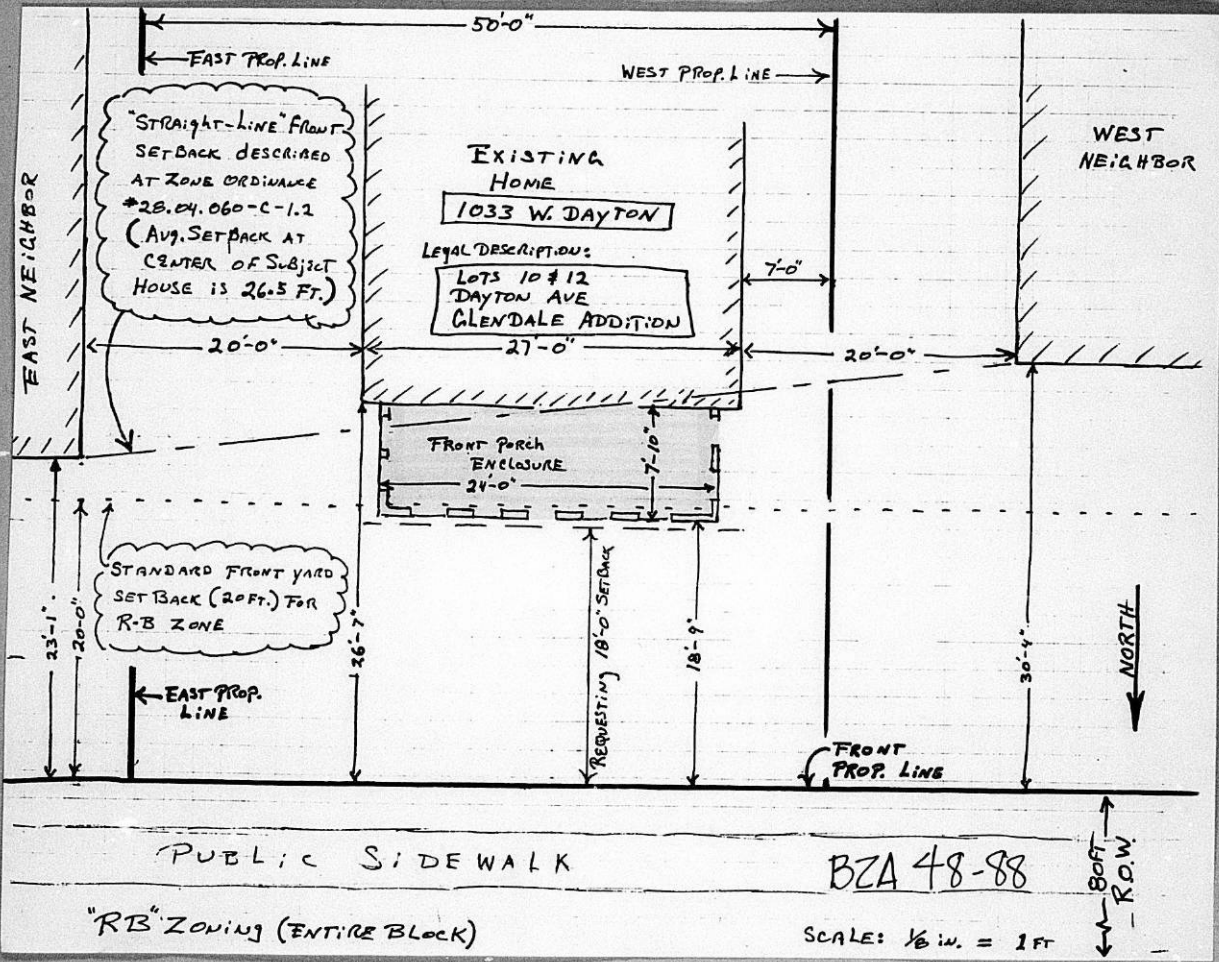
West "RB"



LOS ANGELES, CHICAGO, LOGAN, OH  
MCKINSTRON TX, LOCUST GROVE, VA  
HASTINGS, MN  
U.S.A.

Shirley  
No. 2-153C





WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING  
DEPARTMENT

CITY HALL - TENTH FLOOR  
455 NORTH MAIN STREET  
WICHITA, KANSAS 67202-1688  
(316) 268-4561

October 26, 1988

Vern Miller  
Attorney at Law  
1202 N. Emporia  
Wichita, KS 67214

Re: BZA 48-88 - Variance to reduce front yard setback from 26.5  
to 18 ft. (1033 W. Dayton).

Dear Mr. Miller:

Enclosed is a signed copy of the above-referenced BZA resolution  
adopted by the Board of Zoning Appeals on October 25, 1988. This  
resolution reflects the official action of the Board to grant  
your request and sets out the conditions of approval. It is for-  
warded to you for your information and files.

This is a reminder that the zoning adjustment signs should now be  
removed from the property. If you have any questions concerning  
this matter, please contact our office.

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

Sincerely,

*Louise Olivarez*  
Louise Olivarez  
Assistant Secretary  
Board of Zoning Appeals

LO/jcm  
Enclosure

cc: Larry & Cynthia Williams, 1033 Dayton, Wichita, KS 67213  
Monty Robson, Superintendent of Central Inspection  
Joe Donnelly, Zoning Administrator, CID  
Dale Rea, Deputy City Clerk

FILE COPY

FILE COPY

BZA RESOLUTION NO. 48-88

WHEREAS, Larry & Cynthia Williams, pursuant to Section 2.12.590.B, Code of the City of Wichita, request a variance to reduce the front yard setback from 26.5 feet to 18 feet on property zoned the "RB" Four-Family Dwelling District and legally described as follows:

Lots 10 and 12, Dayton Ave., Glendale Addition to Wichita, Sedgwick County, Kansas. Generally located on the south side of Dayton, in an area east of Seneca (1033 W. Dayton).

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 October 25, 1988, 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 roofline of the house is such that the porch is an integral part of the structure, whether open or enclosed; 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 enclosed porch will extend no closer to the street or either side property line than the unenclosed porch has; 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 owners represented in the application inasmuch as the protection from the north winds and from unwanted intruders could not be provided if the porch cannot be enclosed; 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 reduction of the front yard setback will in no way encroach upon existing or needed utility easements or street right-of-way; 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 an enclosed porch will not block the air, light, circulation or view from any adjacent property; 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 be approved for a variance to reduce the front yard setback from 26.5 feet to 18 feet on property zoned the "RB" Four-Family Dwelling District and legally described as follows:

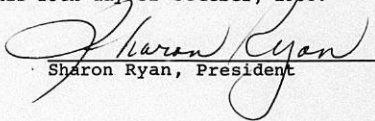
Lots 10 and 12, Dayton Ave., Glendale Addition to Wichita, Sedgwick County, Kansas. Generally located on the south side of Dayton, in an area east of Seneca (1033 W. Dayton).

BZA Resolution No. 48-88  
Page 2

subject to the following conditions:

1. The applicant shall obtain the necessary building permits for the porch enclosure within 30 days from the date of approval, or the resolution shall be considered null and void.
2. No encroachments shall be permitted into the 18-foot front yard, except uncovered steps.

ADOPTED AT WICHITA, KANSAS, this 25th day of October, 1988.

  
Sharon Ryan, President

ATTEST:

  
Jack H. Galbraith, Secretary

**THE CITY OF WICHITA**

**TO:** Louise Olivarez, Principal Planner

**DATE:** October 24, 1988

**FROM:** Stanley J. Scott, CP Coordinator *[Signature]*

**SUBJECT:** BZA 48-88: South Side of Dayton,  
east of Seneca (1033 W. Dayton)

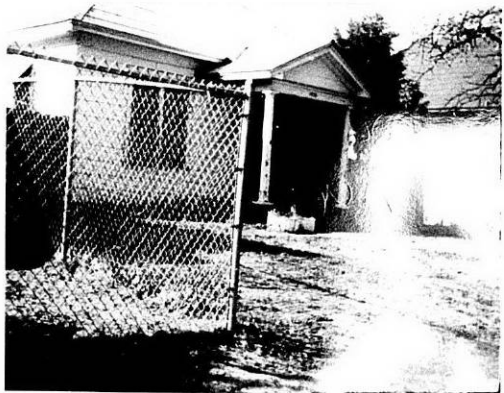
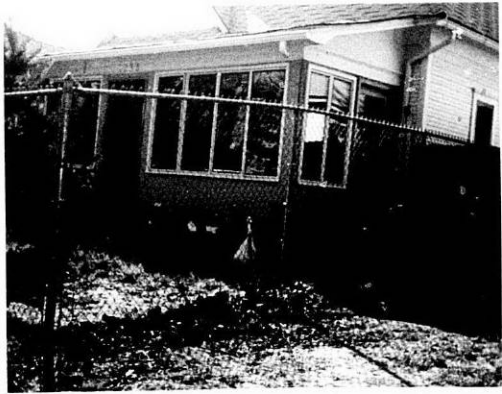
On Thursday, October 20, 1988, CPO West River Neighborhood Council 4A considered the captioned case, a request for a zoning variance to reduce the front yard setback from 26.5 feet to 18 feet on property zoned the "RB" Four-Family Dwelling District. Following discussion, the Council voted 6-0 to recommend approval of the requested variance.

Vern Miller, agent for Larry and Cynthia Williams (1033 W. Dayton), appeared before the Council to describe the request and respond to questions. Mr. Miller explained that the variance is requested to allow enclosure of the applicants' porch. Council members were provided the notice of public hearing, map of the area, and MAPD staff comments. No area residents or property owners were present to address the request.

Please provide the Council's recommendation and comments to the Board of Zoning Appeals when BZA 48-88 is considered on Tuesday, October 25, 1988.

SJS



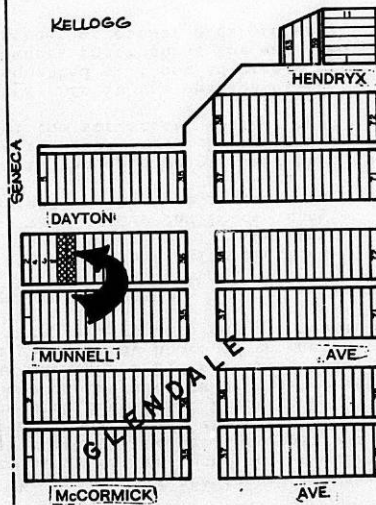


BOARD OF ZONING APPEALS  
WICHITA, KANSAS

AGENDA ITEM NO. 5  
October 25, 1988

SECRETARY'S REPORT

CASE NUMBER: BZA 48-88  
OWNER/APPLICANT/AGENT: Larry & Cynthia Williams (owners/applicants)  
Vern Miller (agent)  
REQUEST: Variance to reduce the front yard setback  
from 26.5 ft. to 18 ft.  
CURRENT ZONING: "RB" Four-family Dwelling District  
SITE SIZE: 50 ft. x 140 ft.  
LOCATION: South side of Dayton in an area east of  
Seneca.  
PROPOSED USE: Enclosed porch.



JURISDICTION: The Board has 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 conditions, as required by the State Statutes, are found to exist.

**BACKGROUND:** The applicants are requesting a variance of the front yard setback to allow the enclosure of an existing front porch. Much of the work was completed before the owner was aware of the need for a permit. Since adjacent houses are situated more than the minimum 20-ft. distance back from their front property lines, the setback for this center house is the average of the two adjacent setbacks, which is 26.5 ft. An unenclosed porch is permitted to encroach 8 ft. into a required front yard. Many homes in the neighborhood have substantial front porches with full foundations and roofs as this house has had.

**ADJACENT ZONING AND LAND USE:**

NORTH	"RB"	One-family dwelling
SOUTH	"RB"	One-family dwelling
EAST	"RB"	One-family dwelling
WEST	"RB"	One-family dwelling

**UNIQUENESS:** It is the opinion of staff that this property is unique inasmuch as the roofline of the house is such that the porch is an integral part of the structure, whether open or enclosed.

**ADJACENT PROPERTY:** It is the opinion of staff that the granting of the variance requested will not adversely affect the rights of adjacent property owners inasmuch as the enclosed porch will extend no closer to the street or either side property line than the unenclosed porch has.

**HARDSHIP:** It is the opinion of staff that the strict application of the provisions of the zoning ordinance may constitute an unnecessary hardship upon the applicant inasmuch as the protection from the north winds and from unwanted intruders could not be provided if the porch cannot be enclosed.

**PUBLIC INTEREST:** It is the opinion of staff that the requested variance would not adversely affect the public interest inasmuch as the reduction of the front yard setback will in no way encroach upon existing or needed utility easements or street right-of-way.

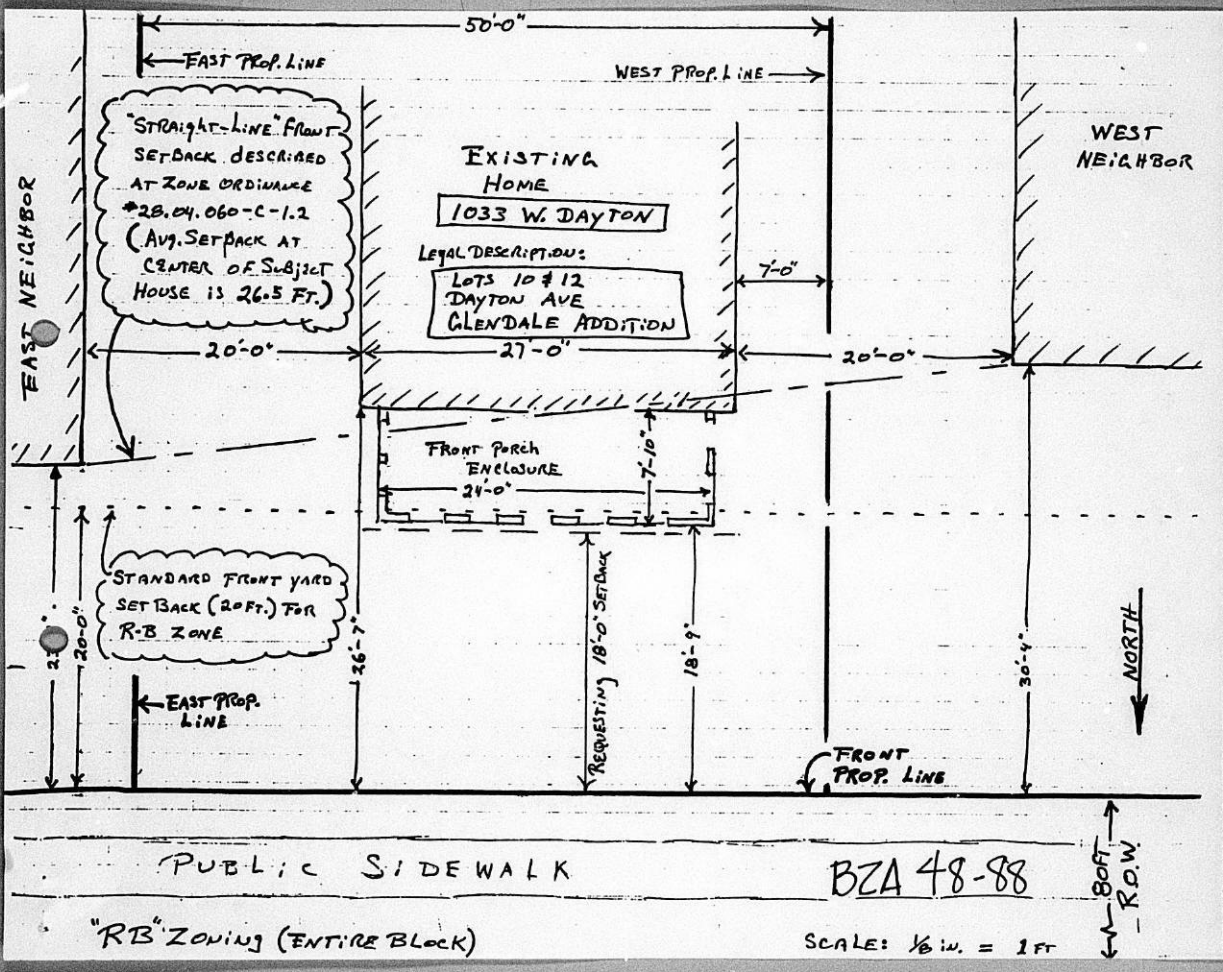
**SPIRIT AND INTENT:** It is the opinion of staff that the granting of the variance requested would not be opposed to the general spirit and intent of the zoning ordinance inasmuch as an enclosed porch will not block the air, light, circulation or view from any adjacent property.

**RECOMMENDATION:** Should the Board determine that all five conditions necessary to the granting of a variance can be found to exist, then it is the recommendation of the Secretary that the variance be granted, subject to the following conditions:

BZA 48-88

Page 3

1. The applicant shall obtain the necessary building permits for the porch enclosure within 30 days from the date of approval, or the resolution shall be considered null and void.
2. No encroachments shall be permitted into the 18-foot front yard, except uncovered steps.



BZA CASE NO. 48-88

- 15 LEGAL ADVERTISEMENTS SENT TO MAPC & BZA
- 2 NOTICES SENT TO APPLICANT/AGENT
- 22 NOTICES SENT TO ADJOINING PROPERTY OWNERS
- 5 NOTICES SENT TO BZA MEMBERS

NOTICES SENT 9/30/88

- 1 NOTICE SENT TO CPO
- 2 NOTICES SENT TO CITY MANAGER & CITY COUNCIL REPRESENTATIVE TO DISTRICT
- 5 NOTICES TO MAPD STAFF -

Jack Galbraith  
Louise Olivarez  
Bob Young  
Forrest Nagley  
Karen Crook

BOARD OF ZONING APPEALS  
Tenth Floor - City Hall  
455 North Main, Wichita, Kansas 67202

September 30, 1988

NOTICE OF PUBLIC HEARING:

CASE NO. BZA 48-88

As required by law, all property owners of record within 200 feet of a property to be considered for an exception or variance by the Board of Zoning Appeals are to be notified of the public hearing. An application has been filed by Larry and Cynthia Williams, requesting a variance.

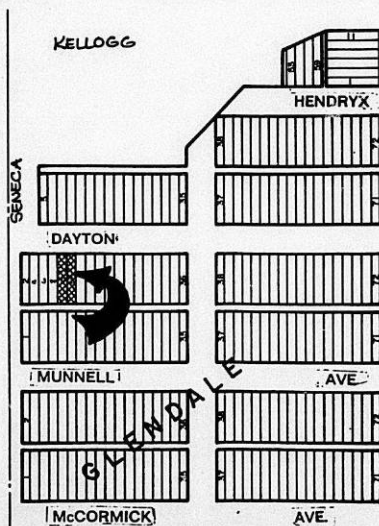
Pursuant to Section 2.12.590.B, Code of the City of Wichita, the applicant is requesting a variance to reduce the front yard setback from 26.5 ft. to 18 ft. on property zoned the "RB" Four-Family Dwelling District. A legal description of the applicant's property is as follows:

Lots 10 and 12, Dayton Ave., Glendale  
Addition to Wichita, Sedgwick County, Kansas.  
Generally located on the south side of  
Dayton, in an area east of Seneca (1033 W.  
Dayton).

This application has been assigned Case No. BZA 48-88. It will be considered by the Board of Zoning Appeals on Tuesday, October 25, 1988 at 1:30 p.m. in the Board Room, First Floor of City Hall, 455 North Main, Wichita, Kansas. If you have no interest in or objections to the requested variance, you have no obligation to appear or comment. If you desire to appear at the Board meeting, you are invited to do so either in person or by agent or attorney.

If you have any questions about the application, please feel free to call the Wichita-Sedgwick County Metropolitan Area Planning Department at 268-4421.

NOTE: We have been advised by the Citizen Participation Organization staff that CPO West River Neighborhood Council "4A" will consider this case at their meeting to be held on Thursday, October 20, 1988, at 7:00 p.m. at the Stanley/Aley Community Center, 1749 South Martinson. Additional information regarding this CPO meeting may be obtained by calling the CPO office at 268-4516.



( \_\_\_\_\_ ) Published in The Daily Reporter, September 30, 1988

OFFICIAL NOTICE

NOTICE IS HEREBY given that on the 25th day of October, 1988, the Board of Zoning Appeals of the City of Wichita, Kansas, meeting in the Board Room, First Floor, City Hall, 455 N. Main, Wichita, Kansas, will consider the following applications beginning at 1:30 p.m.

1. Case No. BZA 45-88 - Robert Maxwell, pursuant to Section 2.12.590.B, Code of the City of Wichita, requests a variance to reduce the rear yard setback from 20 feet to 12 feet on property zoned the "AA" One-Family Dwelling District and legally described as follows:

Lot 4, Block A, J. H. Jarrett Addition, Sedgwick County, Kansas. Generally located at the northeast corner of 15th St. North and McComas (3740 W. 15th).

2. Case No. BZA 46-88 - Quik Trip Corporation, pursuant to Section 2.12.590.C, Code of the City of Wichita, request an exception to permit the establishment of off-street parking on property zoned the "A" Two-Family Dwelling District and legally described as follows:

Lot 19 and Lot 20, Block 1, Academy Park Addition to the City of Wichita, Sedgwick County, Kansas. Generally located on the west side of Meridian in an area north of Douglas (119 N. Meridian).

3. Case No. BZA 47-88 - Elliott Werbin, pursuant to Section 2.12.590.C, Code of the City of Wichita, request an exception to permit the sale of used motor vehicles and motorcycles in conjunction with the business of a pawn shop on property zoned the "LC" Light Commercial District and legally described as follows:

Lot 5, Block 1, Spencer Gardens 2nd Addition to Wichita, Sedgwick County, Kansas, except the north 314.81 feet thereof. Generally located on the west side of Oliver in an area south of Pawnee.

4. Case No. BZA 48-88 - Larry & Cynthia Williams, pursuant to Section 2.12.590.B, Code of the City of Wichita, request a variance to reduce the front yard setback from 26.5 ft. to 18 ft. on property zoned the "RB" Four-Family Dwelling District and legally described as follows:

Official Notice  
Page 2

Lots 10 and 12, Dayton Ave., Glendale  
Addition to Wichita, Sedgwick County, Kansas.  
Generally located on the south side of  
Dayton, in an area east of Seneca (1033 W.  
Dayton).

5. Case No. BZA 49-88 - Kevin Daves and Greg Johnson, d/b/a The Core Group, Inc., pursuant to Section 2.12.590.B, Code of the City of Wichita, request a variance to reduce the 25,000 sq. ft. minimum lot size requirement to 21,838 sq. ft. for a motel (bed and breakfast establishment) on property zoned the "BB" Office District and legally described as follows:

The east 100 feet of Lot 2, Block A, Merriman Park Addition to Wichita, Sedgwick County, Kansas. Generally located on the south side of Douglas in an area east of Clifton (3751 E. Douglas).

6. Case No. BZA 50-88 - Kevin Daves and Greg Johnson, d/b/a The Core Group, Inc., pursuant to Section 2.12.590.C, Code of the City of Wichita, request an exception to permit the establishment of a 6.5 ft. tall closed wood screen, rather than a solid masonry wall, as screening for a bed and breakfast establishment on property zoned the "BB" Office District and legally described as follows:

The east 100 feet of Lot 2, Block A, Merriman Park Addition to Wichita, Sedgwick County, Kansas. Generally located on the south side of Douglas in an area east of Clifton (3751 E. Douglas).

As provided in City Ordinances hereinabove described and Section 2.12.560 et. seq., Code of the City of Wichita, Sedgwick County, Kansas, the same will then and there be discussed and considered by the said Board of Zoning Appeals and all persons interested in said matters will be heard at this time concerning their views and wishes in the premises, and any protest against any of the provisions of the exceptions and the variances will be considered by the Board of Zoning Appeals as by law provided.

WITNESS my hand and seal this 30th day of September, 1988.

Jack Galbraith, Secretary  
Board of Zoning Appeals

*Law Offices of  
Vern Miller  
1202 N. Emporia  
Wichita, Kansas 67214  
Telephone (316) 264-2429*

September 24, 1988

Board of Zoning Appeals  
City of Wichita, Kansas  
City Building  
455 North Main  
Wichita, Kansas 67203

Dear Board Members:

Enclosed please find our application for a front yard setback variance at 1033 West Dayton. We are requesting this variance so that my clients can get a building permit for the front porch enclosure at their home. We are requesting that you allow us to reduce the front set back to eighteen feet which will allow the porch to be enclosed. We are submitting pictures of the neighborhood and the house with the enclosed porch. My client advises that he and his friends built the porch not realizing that they needed a permit to screen in a porch on the house and certainly he apologizes for that obvious violation before request for a permit.

I have also enclosed a page which has been signed by the neighbors in that area which indicate that they feel the addition of the porch upgrades the neighborhood and would cause them no problem.

I certainly appreciate your consideration in this matter and am hopeful that you will grant the variance requested.

Sincerely,

  
VERN MILLER

VM/jlb  
Enclosures

September 24, 1988

Board of Zoning Appeals  
City of Wichita, Kansas  
City Building  
455 North Main  
Wichita, Kansas 67203

Dear Zoning Board Members:

Please consider our request for variance for the following reasons:

1. For security--we had trouble with theft in the neighborhood--my husband works out of town a lot.
2. For a plant room - I have put a lot of time and trouble in growing my plants. I am afraid of someone taking my plants off of the open porch.
3. There is about 15 young kids that hang out across the street. They drink and get loud. With the porch closed in I am not as worried about them bothering anything out front anymore.
4. The house faces north so with the porch enclosed we don't get the cold draft.
5. This construction makes our house look much better than it did and certainly we feel has upgraded the neighborhood.

Sincerely,

*Cindy Williams*

Cynthia (Cindy) Williams

APPLICATION FOR VARIANCE

I. Applicant Larry & Cynthia Williams  
 Address 1035 Dayton Zip Code 67213 Phone 269-0724  
 Agent Vern Miller, Attorney for Applicants  
 Address 1202 North Emporia Zip Code 67214 Phone 264-2429  
 Relationship of applicant to property is that of Owner  
 (Owner, Tenant, Lessee, Other)

II. The variance requested is Reduction of Front Yard set back from 26'6" to 18'0" OK ✓  
 (from 26' to 18')

on property zoned "RB" which is  
50 ft by 140 ft (or        acres) in size, legally described as:  
Lots 10 & 12, Dayton Ave., Glendale Addition to Wichita, Kansas

and located 1033 West Dayton (on South Side of Dayton, running from 100 to 150 feet East of Seneca) on the south side of Dayton, in an area east of Seneca  
 in the City of Wichita.

- 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. 39-285); 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.

Applicant Larry Williams Cynthia Williams  
 Authorized Agent Vern Miller  
 VERN MILLER

OFFICE USE ONLY:

Map No. 5446 D Zoning: (N) RB (S) RB (E) RB (W) RB CPO 4A  
 Received in Office of Secretary, Board of Zoning Appeals, 11:45 (a.m./p.m.),  
9/23, 1988, together with appropriate fee of \$203.00.

Signed Forrest Napley

REAL ESTATE ESCROW CONTRACT

THIS REAL ESTATE CONTRACT, made and entered into this 24  
day of November 1986,

BY AND BETWEEN

Charles F. Warn and Shirley J. Warn, husband and wife, as joint tenants with right of survivorship, and not as tenants in common, hereinafter known as Sellers,

AND

Larry D. Williams and Cindy A. Williams, husband and wife, as joint tenants with right of survivorship, and not as tenants in common, hereinafter known as Buyers.

WHEREAS, the Sellers are the owners of the following described real property, to-wit:

Lots 10 and 12 on Dayton in Glendale Addition, an Addition to Wichita, Sedgwick County, Kansas.

WHEREAS, the Sellers desire to sell and the Buyers desire to purchase the above described real property:

WITNESSETH IT THEN, that the Sellers hereby contract and agree to grant, bargain, sell and convey the above described real property to the Buyers by means of a properly drawn, executed and acknowledged warranty deed, in consideration for which the Buyers agree to pay to the Sellers, in manner and form as follows, the sum of Thirty-three Thousand Seven Hundred Dollars (\$33,700.00).

The Buyers agree to pay to the Sellers the sum of \$5,000.00 in cash at the time of the execution of this contract, receipt of which is hereby acknowledged by the Sellers.

The balance of \$28,700.00 is to be paid by the Buyers to the Sellers as joint tenants with right of survivorship and not as tenants in common, in monthly payments in the amount of \$302.25, including principal and interest at the rate of twelve percent (12%) per annum, commencing on January 1, 1987. A like payment is to be made on the same day of each month thereafter until the <sup>25 year</sup> anniversary of this contract, at which time the entire unpaid principal and interest shall become due and payable. In addition to the monthly principal and interest payments on such escrow, the Buyers shall pay an amount equal to one-twelfth (1/12th) of the annual real estate taxes, and if any, special assessments, and one-twelfth (1/12th) of the annual insurance premiums on such property, such taxes, specials and insurance payments being in the amount of \$ 53.83, making a total monthly payment due said Seller of \$ 356.08. It is understood by the Buyers that the taxes, specials and insurance amount will be subject to change in the event the annual payments on taxes, specials, and insurance are increased or decreased.

The Buyers agree to keep such premises insured in such a manner and amount as to protect the interests of the parties as they appear, and pay the insurance premiums as hereinabove set out.

The Sellers hereby contract and agree that they will forthwith place in escrow with the hereinafter designated escrow agent a properly drawn, executed and acknowledged warranty deed conveying the above described real property to the Buyers and will deliver to the Buyers at the same time a contract purchaser's title insurance commitment certified to date showing a good and marketable title in the Sellers, subject to the terms and conditions stated therein.

If the Buyers shall well and truly make all payments hereunder, including principal, interest, taxes and insurance when the same are due, then and in that event, the escrow agent shall deliver the warranty deed to the Buyers. Provided, however, that if the Buyers shall become in arrears in any payment hereunder, whether it be principal, interest, taxes or insurance for a period of 10 days or longer, or otherwise be in default, the Sellers shall have the right to terminate this contract by giving 15 days written notice to the Buyers and to the escrow agent of such intention, and if such default be not cured within such 15 day period of time, then and in that event, this contract shall be considered terminated and of no further force and effect and the Sellers shall be entitled to the immediate and peaceful possession of the premises and the escrow agent shall deliver back to the Sellers the warranty deed and the Sellers shall be entitled to keep all monies received hereunder from the Buyers as liquidated damages and not as a penalty.

National Bank of Wichita, Wichita, Kansas is hereby designated as escrow agent for the purposes of this contract and the parties hereto agree that the initial escrow fees and the monthly escrow charges shall be paid by the Buyers.

The Buyers agree to keep such premises in good repair during the term of this contract and that they will not commit waste thereon nor will they allow others to do so and the Sellers or their designated agent shall have the right to inspect such premises at any reasonable time.

Sellers agree that they shall not allow a mechanics lien or any other lien to be filed against the above described real property, unless the Sellers have previously approved the subject improvement or betterment. Violation of this provision shall constitute a default.

Neither this contract nor any interest in the above described property may be assigned or transferred by the Buyers without the prior written consent of the Sellers, and violation of this provision shall constitute a default.

The Buyers are hereby granted the right to prepay any or all of the unpaid principal and interest at any time without penalty.

The parties hereto agree that time is of the essence in the interpretation of this contract and that the same shall be binding upon the heirs, successors and assigns of the parties hereto.

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

Charles F. Warn  
Charles F. Warn

Shirley J. Warn  
Shirley J. Warn

"SELLERS"

Larry D. Williams  
Larry D. Williams

Cindy A. Williams  
Cindy A. Williams

"BUYERS"

# Escrow Instructions to

NATIONAL BANK OF WICHITA, WICHITA, KANSAS

We, the undersigned, CHARLES F. AND SHIRLEY WARN, HUSBAND & WIFE Sellers  
LARRY D. AND CINDY WILLIAMS, HUSBAND AND WIFE Buyers

referred to herein as Principals  
Hereby appoint NATIONAL BANK OF WICHITA, WICHITA, KANSAS as Escrow Agent,

subject to its written acceptance, and upon the following provisions, conditions, terms and exceptions, to-wit:

ARTICLE I. That the undersigned bank accepts this escrow on the express understanding, reservation and condition that the issuance of its receipt for same does not in any sense constitute permanent acceptance of the duties involved under the terms of any instrument pertaining to the escrow contract deposited herewith. The bank temporarily accepts the checks, moneys, documents, or property mentioned herein for the purpose of making such examination as it may see fit, and at any time within five days from the date hereof, the bank may notify the parties to the escrow contract, or the agent from whom the papers were received, of its decision to refuse to undertake the duty of escrow agent in connection with the transaction here involved, in which event the parties or their agents shall immediately remove the papers and shall accept refusal from the bank of any acceptance fees which may have been charged or collected by the bank, and notice of such refusal to accept shall be deemed to have been given when the bank shall have deposited same in the ordinary mails to the addresses furnished by the parties or their agent.

ARTICLE II. That the said escrow agent shall be considered and held to be a depository only and its duty as such escrow agent hereunder shall be limited to the safe keeping of the funds or money, instruments, documents and paper received by it as such escrow agent and for the delivery of the same in accordance with the terms of the contract between the Principals herein dated Dec 9, 1986, copy of which is attached hereto and made a part hereof.

ARTICLE III. That for and in consideration of the acceptance by bank of the escrow, Principals for themselves and their heirs, executors, administrators, successors or assigns do hereby expressly waive, release and discharge bank of and from any and all obligation or responsibility:

- (A) For the collection of items deposited in lieu of cash until proceeds of same in actual cash have been received;
- (B) For any and all loss, damage, injury or expense in any manner whatsoever arising from or growing out of this escrow matter, except only when the Gross Negligence of the bank shall be the direct and proximate cause of such loss, damage, injury or expense;
- (C) For the failure of Principals or any other person to do or refrain from doing any act or thing essential or necessary for the consummation of this escrow, anything in the contract between the principals to the contrary not with standing;
- (D) For the sufficiency or insufficiency or for the correctness of the form or substance, the manner of execution or validity of any document, instrument or paper deposited with the bank hereunder or as to the signature, identity, authority or right of any person executing or purporting to execute the same;
- (E) For any loss, damage, injury or expense that may or shall be sustained on account of the lapsing of any Insurance Policy of any kind, or the lapsing of any option agreement or for the filing for record, or the recording, or for failing to file for record, or the failure to record on the public record any escrow document, instrument or paper that may or shall be deposited with bank hereunder.

ARTICLE IV. That in the event conflicting claims shall be made upon the bank, growing out of or arising from any matter or thing covered or contemplated by these presents or the original contract or any previous contract between Principals, or in the event an adverse claim shall be served upon the bank in any action against Principals or either of them then, and under such circumstances, the bank is hereby given the right and privilege, at its option, to withhold performance hereunder on its part until it shall have been shown to its satisfaction that all differences and adverse claims have been settled and adjusted.

ARTICLE V. That in order to secure the bank against any and all cost, loss, damage, attorney fees, and expenses of every kind which may be sustained by it as a result of any act or omission of Principals, or in case suit or proceedings regarding this escrow, to which suit or proceedings the bank is or may be at any time a party, the bank is hereby given and granted a lien upon and against any and all documents, instruments, papers and funds or money deposited with the bank hereunder.

ARTICLE VI. That when it has been shown to the satisfaction of the bank that the transaction covered and contemplated by these presents has been fully consummated and completed by Principals, then and in such case, the bank is hereby authorized and directed to make delivery of any documents, instruments or papers and disbursements of all funds or money to the party or parties entitled thereto hereunder.

ARTICLE VII. That should the bank deliver any escrow document, instrument or paper before the full payment of the consideration stipulated in the original contract between Principals, or should the bank accept or disburse an amount in excess of the gross amount stipulated in said original contract between Principals, then and in such event, Principals hereby covenant, promise and agree upon demand to forthwith return or cause to be returned to the bank any such document, instrument or paper so prematurely delivered, and on demand to forthwith reimburse the bank for the amount so overpaid by it.

ARTICLE VIII. That no amendment or alteration of the terms, provisions, conditions and exceptions hereof shall be valid or binding upon the bank unless made in writing by Principals and accepted in writing by the bank.

ARTICLE IX. That Principals hereby covenant, promise and agree that after acceptance by the bank, all the terms, provisions, conditions and exceptions hereof shall extend to and be binding upon Principals, their heirs, executors, administrators, successors and assigns.

ARTICLE X. That these instructions shall supercede any other contract with reference to this escrow deposit, in so far as said bank is concerned and that said bank may rely absolutely hereon to the exclusion of any and all other agreements between the parties hereto.

ARTICLE XI. In the event that the contract referred to in Article II calls for the performance of any act, operation or operations by any or either of the Principals, the bank may accept the affidavit of any interested party as full and conclusive proof of compliance, or non-compliance with the terms of said contract, and the bank shall be under no obligation or responsibility to make any independent investigation relative thereto.

(Continued on Reverse Side Hereof)

XII. That said Principals as of the date hereof have deposited with the bank the following, to be held under provisions conditions and exceptions herein contained

(A) The Sum of \$ .....

and

(B) The following documents, instruments and papers:

- 1. REAL ESTATE ESCROW CONTRACT
- 2. STATUTORY DEED
- 3. REAL ESTATE PURCHASE CONTRACT
- 4. TITLE INSURANCE

In the matter of the SALE of the following described property:  
LOTS 10 AND 12 ON DAYTON IN GLENDALE ADDITION, AN ADDITION TO WICHITA,  
SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 1033 DAYTON

ARTICLE XIII. The seller authorizes and instructs escrow agent to disburse proceeds of collection received as follows:  
Taxes and Insurance \$53.83; Principal and Interest \$356.08; Escrow Fee \$10.00  
 Total monthly payment of \$366.08.

ACCEPTANCE FEE \$ 150.00 Date Paid 12/9/86

MONTHLY PAYMENT FEE will be charged when payments are made according to bank's current schedule.  
 Additional services in connection with the handling of this escrow at extra cost.

In Witness Whereof, the Principals have hereunto set their hands this 9th day of December 1986

Charles F. Warn ADDRESS 541 N. Clara  
 CHARLES F. WARN  
Shirley J. Warn ADDRESS 541 N. Clara  
 SHIRLEY J. WARN  
Larry D. Williams ADDRESS 1033 Dayton  
 LARRY D. WILLIAMS  
Cindy Williams ADDRESS 1033 DAYTON  
 CINDY WILLIAMS ADDRESS .....

Receipt of the above described escrow deposit is hereby acknowledged, this 9th day of December 1986

Natigall Bank of Wichita  
 BY Super. C. Thomas  
**Receipt** Tr. Vice Pres.

Receipt of all moneys, documents, instruments and papers relative to this escrow is hereby acknowledged and we hereby relieve the ..... from all further liability or responsibility with reference thereto.

Executed this ..... day of ..... 19.....

WICHITA — SEDGWICK COUNTY

METROPOLITAN AREA PLANNING  
DEPARTMENT

CITY HALL — TENTH FLOOR  
455 NORTH MAIN STREET  
WICHITA, KANSAS 67202-1688



**RECEIVED**

OCT 03 1988

METROPOLITAN PLANNING

ROUTE  \_\_\_\_\_  
 \_\_\_\_\_

BZA 48-88

Margaret L. Walker  
801 S. Seneca  
Wichita, KS 67213



CERTIFICATE OF OWNERSHIP

GUARANTEE TITLE COMPANY, Inc. has searched the public records and finds the following to be a true and correct list of the property owners within a 250 foot radius of and including the following described property, as evidenced by the last deed of record in the office of the Register of Deeds of Sedgwick County, Kansas, viz:

Lots 10 and 12, on Dayton Avenue, in Glendale, an Addition to Wichita, Sedgwick County, Kansas.

NOTE: Addresses are furnished as a service only and are not certified.

DESCRIPTION	OWNER/ADDRESS	ZIP CODE
<u>ENGLISH PUB ADDITION</u>		
<u>Block A</u>		
Lot 1	Margaret L. Walker, formerly Margaret L. Roberts 801 S. Seneca Wichita	67213
	and	
	Judy D. Chapman Howard c/o Margaret L. Walker, Formerly Margaret L. Roberts <del>801 S. Seneca</del> or 427 Carlton Circle Wichita	67213/67209
	(Note: Judy D. Chapman Howard apparently has an unknown interest which is not of record)	
<u>GLENDALE ADD.</u>		
<u>Dayton Ave.</u>		
The S. 50' of Lots 2 & 4	Carlos A. Andreo and Norma C. 8328 E. Mt. Vernon Wichita	67207
The North 90' of Lots 2 & 4	Della Jean Koch R. R. 1, Box 109 F Clearwater	67026
Lots 6 & 8	Chalmer H. Alcorn, Sr. & Barbara J. 818 S. Seneca Wichita	67213
Lots 10 & 12	Charles F. Warn and Shirley 541 N. Clara Wichita	67212
	and	
	Larry Williams and Cynthia 1033 Dayton Wichita	67213
	(Note: Larry Williams and Cynthia Williams apparently have an unknown interest which is not of record)	

DESCRIPTION	OWNER/ADDRESS	ZIP CODE
<u>GLENDALE ADD (Cont'd.)</u>		
<u>Dayton Ave. (Cont'd.)</u>		
Lots 14 & 16	Charles W. Pickard, as Trustee of the Hattie M. Pickard Trust #89 Mission Wichita	67207
Lots 18 & 20	Thomas B. McCreary & Carol A. 1023 Dayton Wichita	67213
Lots 22 & 24	Maynard R. Hemphill & Helen 8522 S. Seneca Wichita	67233
Lots 26 & 28	Lucile Olive Jurgens Laswell 1015 Dayton Wichita	67213
Lots 30 & 32	Leonard Allen Baxter & Aly Gladys 1007 Dayton Wichita	67213
<u>Munnell Ave.</u>		
So. 90' Lots 1, 3, 5 & 7	Floyd W. Coleman and Nelda P. 824 S. Seneca Wichita	67213
No. 50' Lts. 1, 3, 5 & 7	<i>dup</i> Chalmer H. Alcorn & Barbara Jean 818 S. Seneca Wichita	67213
Lots 9, 11 & W. 8' lot 13	Mary J. Lynch 515 Highland Park Drive Mulvane	67110
E. 17' Of Lt 13 & all Lt. 15	Lawrence A. Henning & Leona C. 1028 Munnell Wichita	67213
Lots 17 & 19	Leroy A. Martinez & Sharon K. 1026 Munnell Wichita	67213
Lots 21 & 23	George A. McCall and Vineta G. 1024 Munnell Wichita	67213
Lots 25 & 27	Arlene M. Dahl, formerly Arlene M. Fredrickson 1020 Munnell Wichita	67213
No. 60' of Lts. 29, 31, 33 & 35	Virginia G. Savage, now Virginia G. Harrington 303 Brookfield Wichita	67206
	and	
	Paul L. Savage 2423 N. Plumthicket Ct. Wichita	67226

DESCRIPTION	OWNER/ADDRESS	ZIP CODE
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GLENDALD ADD. (Cont'd.)Munnell Ave. (Cont'd.)

So. 80' of Lots 29, 31, 33 & 35	Alice E. Piper 1004 Munnell Wichita	67213
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LAWRENCE'S 7TH ADD.Seneca Ave.

Lots 31, 33 & S/2 Lt. 35	Warren H. Spivey & Pauline C. 819 S. Seneca Wichita	67213
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N/2 Lot 35 & all Lts. 37 & 39	W. H. Spivey a/k/a Warren H. & Pauline 819 S. Seneca Wichita	67213
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Lot 41 & S. 12' of Lot 43	Evelyn Mae Rieke & Harold Leeroy Rieke, Jr. 815 S. Seneca Wichita	67213
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Certified to September 9, 1988 at 7:00 A.M.

No. 5670

GUARANTEE TITLE CO., INC.

By: \_\_\_\_\_  
Vice President

Nº 00338

METROPOLITAN AREA PLANNING DEPARTMENT

Description Application for Variance (Front yard setback)

Name Vern Miller, Attorney

Address 1200 N. Engle

Fund No. (circle one) 755-40710-003 (fees) 755-40710-004  
(books, xerox) 755-40710-026 (microfilm)

Amount \$ 203.00

Date 9/23/58 Due Date 9/23/58 By Fenl

Form 00-000