

*Posted  
11-19-73*

DE-49 a Corporation  
CUP - Transmission  
Properties, Inc. by  
Max E. Shart  
File #2

# ACTION

DATE

COMMITTEE \_\_\_\_\_  
M.A.P.C. *Approved* 11-26-73  
B.C.C./B. CO. C. *Approved +* 12-11-73  
*editting comittee*  
*(see letter 12-19-73)*

Map No. 6047  
Sec. 20  
Twp. 27S  
Range 2E

DATA SHEET  
COMMUNITY UNIT PLAN

DP 49  
Z-  
Filed 10-23-73

APPLICATION REQUEST: Approval of proposed planned amendment to CUP  
REZONING.

1. Applicant TIP-MLPT Co. #1 (Transamerican Investment Properties, Inc.)  
Address 260 North Rock Road, 67206 Phone 685-5355
2. Agent Max E. Eberhart  
Address 260 North Rock Road Phone 685-5355
3. General Location At the Southeast corner of Central and Rock Road  
Address \_\_\_\_\_
4. Proposed Use Commercial

AREA DATA

1. Acres 7.8 ( \_\_\_\_\_ ft. by \_\_\_\_\_ ft.)
2. Existing Zoning "IC" Proposed Zoning N/A
3. Area (is) (~~not~~) platted. \_\_\_\_\_ Addition \_\_\_\_\_
4. Existing R/W \_\_\_\_\_ ft. \_\_\_\_\_ ft.  
\_\_\_\_\_ St. \_\_\_\_\_ St.  
Proposed R/W \_\_\_\_\_ ft. \_\_\_\_\_ ft.  
\_\_\_\_\_ St. \_\_\_\_\_ St.

HISTORY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROCEDURE DATA

1. MAPC Meeting:

Date Action  
11-26-73 \_\_\_\_\_

2. Governing Body

Date Action  
12-18-73 Approved + 1 conditions

April 3, 1974

Mr. Everett C. Fettis, Attorney  
Suite 504, 120 Building  
120 South Market  
Wichita, Kansas 67202

Re: DP-49 - Request for Administrative Adjustment of two 30-foot setbacks on Parcel A

Dear Mr. Fettis:

As we have previously discussed, we understand that your client has purchased a portion of the area platted as Block 1, Dean-Rupert 1st Addition. This property is generally located at the southeast corner of Central and Rock Road and must comply with the conditions of approval of the above captioned CUP. Inasmuch as subject property is a portion of a platted lot, it will be necessary that either the property be replatted or a lot split application be submitted and approved.

Regarding your request in your letter of March 27, 1974 that the 30-foot setbacks on the north and south be administratively adjusted to 10 feet, Section 28.04.190.5.c. requires the following:

There shall be a rear yard, alley, service drive or combination thereof of not less than 30 feet.

Inasmuch as the CUP regulations establish this minimum setback of 30 feet, it is my opinion that we would not have the authority to make an administrative adjustment to reduce this minimum requirement.

If your client determines that the buildings cannot comply with the 30-foot setbacks, then it is necessary that you submit an application to amend the CUP.

Page 2 - Mr. Everett C. Fettis  
April 3, 1974

If you have any questions on this matter, or determine that you  
desire to amend the CUP, please call.

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:ber

cc: Robert Feldner, Supt. of  
Central Inspection Division

LAW OFFICES

**FETTIS, QUINN and BEASLEY**

EVERETT C. FETTIS  
MICHAEL G. QUINN  
JAMES G. BEASLEY  
KEITH M. CURFMAN

120 SOUTH MARKET  
SUITE 504  
WICHITA, KANSAS 67202  
316-267-7251

March 27, 1974

Messrs. Robert Lakin  
and Bob Feldner  
City Building  
Wichita, Kansas

Gentlemen:

We represent clients who have purchased property located in "Block 1, Dean-Rupert 1st Addition." This property is located on the CUP plan between the KG&E substation and the Phillips 66 service station, fronting on Rock Road and goes basically to a depth of 205 feet on the south and 180 feet on the north.

According to the CUP plan a 30-foot building setback is required from the south line of the tract, which, of course, backs into KG&E and a similar setback on the north which backs onto the Phillips 66 station. Our clients propose to place two business properties on this location and are asking that you administratively amend the CUP plan to reduce the 30-foot setback on those two sides to 10 feet.

I am attaching herewith a plot plan showing the dimensions and the traffic flow arrangement, which we feel adequately takes care of the original plans for this area.

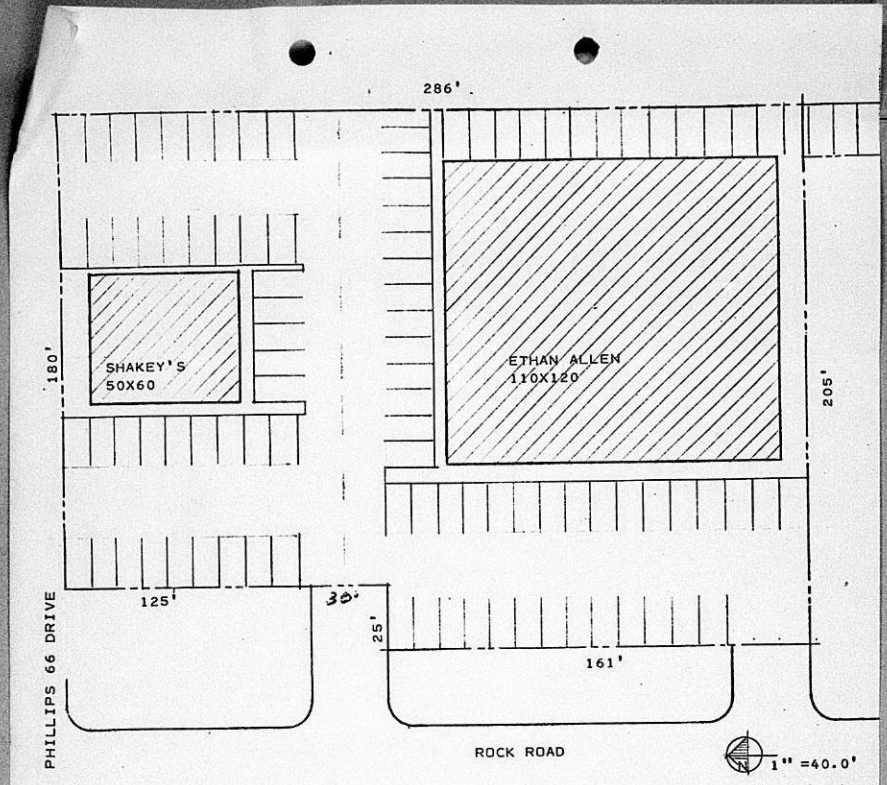
If I can furnish you additional information, please advise.

Very truly yours,

  
Everett C. Fettes

ECF:cmp

Enc.



3/22/74



**ANDEEL & CO.**

5900 E. CENTRAL WICHITA, KANSAS  
TELEPHONE (316) 683-7511

**THOMAS D. JACOB**

ARCHITECT - PLANNER BOX 633 WICHITA, KANSAS 67201

LAW OFFICES  
FETTIS, QUINN and BEASLEY

EVERETT C. FETTIS  
MICHAEL G. QUINN  
JAMES G. BEASLEY  
KEITH M. CURPMAN

120 SOUTH MARKET  
SUITE 504  
WICHITA, KANSAS 67202  
316-267-7251

March 27, 1974

Messrs. Robert Lakin  
and Bob Feldner  
City Building  
Wichita, Kansas

Gentlemen:

We represent clients who have purchased property located in "Block 1, Dean-Rupert 1st Addition." This property is located on the CUP plan between the KG&E substation and the Phillips 66 service station, fronting on Rock Road and goes basically to a depth of 205 feet on the south and 180 feet on the north.

According to the CUP plan a 30-foot building setback is required from the south line of the tract, which, of course, backs into KG&E and a similar setback on the north which backs onto the Phillips 66 station. Our clients propose to place two business properties on this location and are asking that you administratively amend the CUP plan to reduce the 30-foot setback on those two sides to 10 feet.

I am attaching herewith a plot plan showing the dimensions and the traffic flow arrangement, which we feel adequately takes care of the original plans for this area.

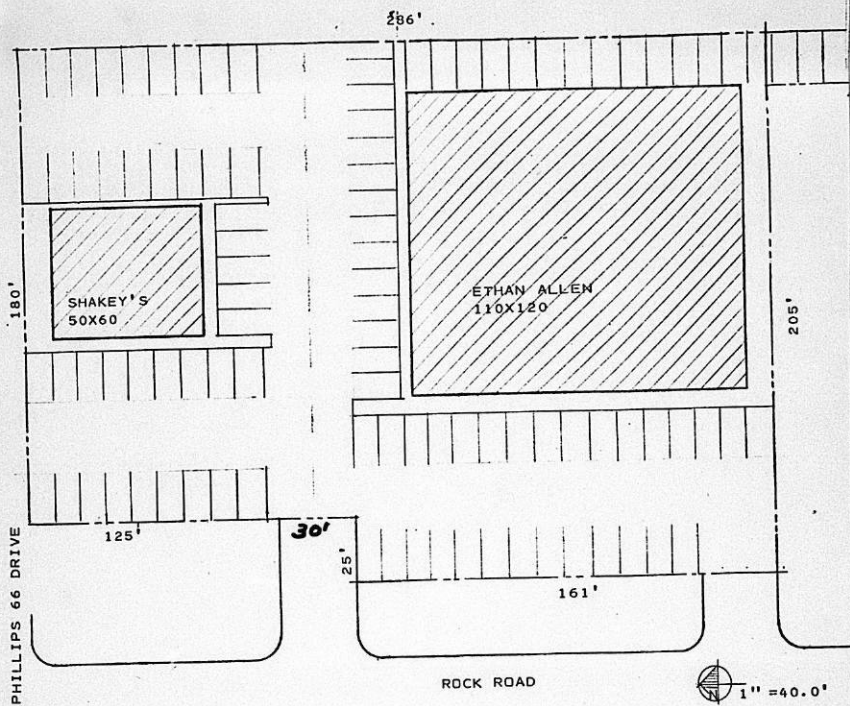
If I can furnish you additional information, please advise.

Very truly yours,

  
Everett C. Fettis

ECF:cmp

Enc.



3/22/74



**ANDEEL & CO.**

5500 E. CENTRAL WICHITA, KANSAS  
TELEPHONE (316) 683-7511

**THOMAS D. JACOB**  
ARCHITECT - PLANNER BOX 633 WICHITA, KANSAS 67201

*Joey  
File*

February 25, 1974

J. J. Riddel, Building Plans Examiner

Jack H. Galbraith, Chief Planner

DP-49 - Cinemas East Plaza

I am in receipt of your letter of February 22, 1974 to Mr. Tony Caputo relative to a wall requirement on the above-captioned CUP.

Please be advised that Section 28.04.190. B.8, Screening and Landscaping, of the City Code, excludes wood as being an acceptable substitute for the wall requirement. As I advised the architect earlier, I am of the opinion that they should design the structure in such a manner that the east side does not give the appearance of being the rear of the building if this can be done. Then no wall is required on the east - just landscaping.

JHG:ber

THE CITY OF WICHITA

*Yb*  
*File in DP-49*



DEPARTMENT OF PUBLIC WORKS  
CENTRAL INSPECTION DIVISION  
282.0611 — AREA CODE 316  
CITY BUILDING ANNEX  
104 S. MAIN — WICHITA, KAN. 67202

February 22, 1974

Mr. Tony Caputo  
Alcon, Inc.  
3730 East Kellogg  
Wichita, Kansas 67218

Dear Mr. Caputo:

Enclosed is a copy of a memo from M. S. Mitchell concerning grading and drainage provisions for the Cinemas East Plaza Development.

Please note Item 2. Mr. Wilton has informed me that he will allow a wood fence to occupy part of the platted utility easement. If this is not in agreement with your plans, the community unit plan will need to be revised.

Sincerely,

*John J. Riddel*

J. J. Riddel  
Building Plans Examiner

JJR:mml

cc: G. H. Wilton  
✓ Jack Galbraith



THE CITY OF WICHITA

OFFICE OF R. B. Feldner, Superintendent  
Central Inspection Division

DATE February 14, 1974



ON SAFETY  
PHASE II

TO M. S. Mitchell, Assistant Superintendent of Public Works Maintenance  
FROM John J. Riddel, Building Plans Examiner

SUBJECT Cinemas East Plaza  
Part of Lot 1, Block A  
Dean Ruppert 2nd Addition

Please examine the site plan of subject plans. Review the grading and drainage provisions for conformance with Flood Control requirements.

*John J. Riddel*

February 15, 1974

TO: John Riddel, Bldg. Plans Ex.  
FROM: M. S. Mitchell

Subject: See above

The grading and drainage provisions shown on Sheet 1 of plans for Cinemas East Plaza conform to plans approved by this office as conditions of platting except:

- 1) The 154 finish contour should be closed at the east property line.
- 2) The solid or semi-solid wall cannot be constructed on the Drainage Dedication and I am advised that it cannot occupy part of the platted utility easement located parallel and adjacent to the Drainage Dedication.

*M. S. Mitchell*

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

MSM/glm

cc: G. H. Wilton  
Jack Galbraith, MAPD  
Dean Rupert 2nd Plat File  
Central Inspection PW File

1001770

FEB 15 1974

February 13, 1974

Mr. Thomas D. Jacob  
P. O. Box 633  
Wichita, Kansas 67201

Re: DP-49 - Required Landscape  
Plan

Dear Mr. Jacob:

We have reviewed the submitted landscape plan with both M. S. Mitchell of the Flood Control Division, and John Firsching, City Forester. The major problem as viewed by Mitchell is the location of the plant materials in the drainage dedication. As you are aware, he needs adequate space to move equipment in for maintenance of this area and he is fearful that should the plantings be placed near the east edge of the 10-foot planting area, then overhanging branches will interfere with both equipment and maintenance.

The other concern expressed by Firsching is that, although the plant materials are generally satisfactory, he cautioned that both the cottonwood and Japanese pagoda trees do not necessarily do well in tight clay soil as is existing in this area. He thought that you might want to consider a substitute.

Based on these comments, the landscape plan is approved with the understanding that plants will not be placed near the east side of the 10-foot planting area so as to interfere with maintenance of the drainage dedication. I have marked the three copies approved and have forwarded a copy to Bob Feldner, Central Inspection Superintendent. Attached for your files is an approved copy of the plan.

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:ber  
Enclosure

Page 2 - Mr. Thomas D. Jacob  
February 13, 1974

cc: Everett Fettis, Attorney, 120 South Market 67202  
Lindy Andeel, 5900 East Central 67208  
Frank Carney, 10225 East Kellogg 67207  
M. S. Mitchell, Asst. Supt. Public Works Maint.  
and Flood Control Supervisor

February 12, 1974

Robert Feldner, Superintendent of Central Inspection

Jack H. Galbraith, Chief Planner

Landscape Plan for Cinemas East Plaza Theatres associated with DP-49 - Amendment of Cobblestone Alley Commercial CUP located at the southeast corner of Central and Rock Road.

On December 18, 1973, the Board of City Commission approved an amendment to the CUP on the above captioned case. Their action was to approve the request as recommended by the Metropolitan Area Planning Commission subject to the following conditions:

- A. Approval of the 15-foot setback is subject to the submission of an interior circulation plan to the Traffic Engineering Division of the Department of Public Works for approval.
- B. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the governing body, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
- C. Any major changes in this development plan shall be resubmitted to the Planning Commission and to the City Commission for its consideration.
- D. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for development and be binding upon the present owners, their successors and assigns, unless amended.

Robert Feldner, Superintendent  
of Central Inspection  
February 12, 1974  
Page Two

Last week your copy of this approved plan was given to Delores of your staff as she needed it to review proposed building plans. Please note that Condition A above requests the approval of an interior circulation plan by Traffic Engineering Division; also, General Provision #8 on the face of the CUP requires the submission of an approved landscape plan for the 10-foot planting strip along the east prior to issuance of any building permit.

Attached is a copy of the approved landscape plan for your information and files which was submitted for Parcel B only. Also note that prior to issuance of building permits for Parcel A it is necessary that they submit a landscape plan for approval.

Please contact our office if you have any questions.

JHG:js

December 19, 1973

Mr. Everett C. Pettis, Attorney  
120 South Market  
Wichita, Kansas 67202

RE: DP-49 - Amendment of  
Cobblestone Alley  
Commercial CUP - At the  
Southeast corner of  
Central and Rock Road

Dear Mr. Pettis:

The Board of City Commissioners on December 18, 1973, considered the above captioned amendment to the CUP. Their action was to approve the request as recommended by the Metropolitan Area Planning Commission subject to the conditions as recommended by same plus an additional condition which reads as follows:

Prior to the issuance of any building permits on Parcel #B, the applicant shall either replat or submit a Lot Split application for approval.

This requirement was as a result of the area designated as Lot 1, Block A, Dean Rupert Second Addition, now being in two ownerships.

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

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:rv

cc: Lindy Andeal, 5900 East Central, 67208  
Frank Carney, 10225 East Kellogg, 67207  
Jim Maxwell, Privy Shop, 366 North Rock Road, 67206  
Artie E. Vaughn, Vaughn, Updegraff & Allison, 301 West Central, 67202

VAUGHN, UPDEGRAFF & ALLISON  
ATTORNEYS AT LAW  
301 WEST CENTRAL  
WICHITA, KANSAS 67202

ARTIE E. VAUGHN  
MARTIN E. UPDEGRAFF  
LYNN D. ALLISON

AREA CODE 316  
AMHSMT 5-5227

December 18, 1973

Mr. Jack Galbrith  
Wichita Area Planning Commission  
104 South Main  
Wichita, KS 67202

RE: Amendment to the Community Unit Program  
at the Southeast Corner of Central and  
Rock Road. Item #21, Case DP49.

Dear Mr. Galbrith:

Please find enclosed a copy of a lease in reference to the  
above entitled matter.

Also, it is requested that you send notices of all future  
hearings in the above matter to the undersigned and Jim  
Merrell, Privy Shop, 366 North Rock Road, Wichita, Kansas  
67206.

Thank you for your cooperation in this matter.

Very truly yours,

VAUGHN, UPDEGRAFF, & ALLISON

*Artie*  
Artie E. Vaughn

AEV:jw  
Enclosure

CC: Everett Fettus  
Bob Lakin



L E A S E

THIS LEASE MADE AND ENTERED INTO this 19th day  
of April, 1971, by and between

J. G. RIPSTRA and HAZEL ALETA RIPSTRA, his wife,  
hereinafter referred to as "Landlord", and

CHARLES J. MERRILL, hereinafter referred to as "Tenant",

WITNESSETH:

That the Landlord has hereby demised and let unto  
the Tenant the following described premises, to-wit:

Commencing at a point 651 feet South and  
60 feet East of the Northwest corner of  
the Northwest Quarter, Section 20, Town-  
ship 27 South, Range 2 East of the Sixth  
Principal Meridian. (Said point being  
the Southwest corner of the 140 foot by  
175 foot tract of land owned by Kansas  
Gas and Electric Company.) Thence South  
120 feet, thence East 175 feet, thence  
North 120 feet, thence West 175 feet to  
the point of beginning, in Sedgwick  
County, Kansas,

to have and to hold the same unto the Tenant, his successors  
and assigns for a term of 49 years beginning on the 1st day  
of May, 1971, and ending on the 31st day of  
May, 2020.

Tenant shall pay to Landlord as rent therefore,  
during said term, the sum of \$5,250.00 per year payable in  
equal installments of \$437.50 monthly in advance on the 1st  
day of each and every month during said term, commencing on  
the 1st day of May, 1971. Tenant further agrees  
that he will, within one years hereafter, commence to  
build a building on said premises at his own cost, risk and  
expense and will build, construct, complete and fully equip  
the said building in accordance to the plans and specifi-  
cations and drawings attached hereto; that when completed,  
said building shall be free from all mechanic's or other  
liens, except a mortgage, and further, that the Tenant,  
shall, upon demand furnish to the Landlord full and satis-  
factory evidence in writing of the actual cost of said  
building and of the payment therefore and that said building  
is free and clear of all mechanic's and other liens and from  
liability thereto arising from the construction or equipping  
of said building.

IT IS FURTHER AGREED that upon the completion of  
the term of 49 years that said building, its fixtures and  
improvements shall belong to and be the property of the  
Landlord.

The Tenant shall have the right, during the initial term of this lease, to subject the demised premises to a construction loan, the proceeds of which shall be applied toward the payment of the construction herein provided for. For this purpose the Tenant may subject the demised premises to a single mortgage, except as hereinafter otherwise provided, (but not to any one or more extensions, modifications or renewals or replacements thereof) and may require the Landlord to join with the Tenant in the execution and delivery of such mortgage, which mortgage shall constitute a lien on the demised premises as well as the buildings and improvements to be erected thereon by the Tenant pursuant to the provisions of this lease, subject however, to the following:

A. The Landlord shall not be liable for the payment of the sums secured by such mortgage nor for any expenses in connection with the same, and neither such mortgage nor any instrument collateral thereto shall contain any covenant or other obligation on the Landlord's part to pay such debt or any part thereof or to take any affirmative action of any kind whatsoever. Furthermore such mortgage shall expressly provide that the mortgagee will seek no money judgment against the Landlord.

B. The loan secured by said mortgage shall be made by a commercial or savings bank, trust company, savings and loan institution or insurance company authorized to do business in the state of Kansas and shall be non-participating, except with another institution of the character herein set forth. Said loan shall not exceed the principal sum of \$140,000.00, shall bear interest at a rate not in excess of 9½% and shall be repayable over a period not in excess of 25 years. Said mortgage shall not permit the principal thereof to be increased at any time for any reason. (Except in case the mortgagee shall advance moneys for payment of taxes, water charges, sewer rents, if any, or insurance and then only after having given the Landlord at least 10 days prior written notice of the intention to make such advances.)

C. The mortgage or some instrument collateral thereto shall require that before any funds are advanced thereunder the mortgagee shall receive from the tenant for the benefit of the landlord and the mortgagee a completion bond and a lien bond executed by tenant's building contractor and an incorporated insurance company or other undertaking approved by the landlord and mortgagee, each in the amount not less than the mortgage principal amount, guaranteeing completion of the building in accordance with the plans and specifications and drawings attached hereto and further guaranteeing that upon completion said building and leasehold premises will be free and clear of liens except the mortgage.

D. The mortgage shall expressly provide that the mortgagee will give Landlord notice of any default thereunder, the failure to cure which might result in the acceleration of the maturity of the debt secured by said mortgage and that Landlord will have 10 days after receipt of said notice within which to cure said default if it shall so choose.

E. The mortgage shall also expressly provide that in the case of taking of the demised premises by eminent domain the Landlord shall be entitled to assert and prosecute a claim in such proceedings for (a) the value of the land so taken, plus (b) the amortized portion of the cost of construction of the buildings and improvements on the demised premises, such amortization to be spread evenly over the initial term of this lease. If, however, any taking shall be less than all of the demised premises and, if, despite such taking this lease shall continue thereafter, then, in such event the Landlord's claim in such proceedings shall be limited to the value of the land so taken.

F. If the term of such mortgage be less than the maximum herein permitted, and shall be what is commonly known as a short term "building loan" or "construction loan" and if the Tenant shall desire to convert such loan into a term expiring no later than herein permitted, the Landlord shall cooperate in the same even though the same shall involve the execution and delivery of a mortgage in addition to the single mortgage herein provided for and is intended to pay the debts secured by the first mortgage. Except as is provided by the terms of this paragraph any such mortgage and any instrument given in connection therewith shall conform to the requirements of this article.

Tenant further agrees and covenants that it will, at its own expense, keep and maintain and make all necessary repairs to such building and every fixture and improvement, which at any time be situated on said demised premises during the term of this indenture and appurtenances thereunto belonging or appurtenances pertaining thereto, including all sidewalks, steps, areas, parking lots, curbs, exterior and interior, water, sewage, gas and electrical services, interior walls, ceilings, floors and floor coverings, air conditioning and heating and all excavations in, under or upon said demised premises in good and substantial repair and in clean and sanitary condition and will always keep and maintain as well as use and occupy said demised premises in every building or improvement at any time thereon during the said term as well as the sidewalks and streets in front of and around such building and premises in conformity to and in compliance with all orders, ordinances, rules and regulations of all federal, state and city authorities having jurisdiction thereof.

The Tenant further agrees and covenants that it will protect and indemnify and forever save and keep harmless the Landlord from and against any penalty, fine, damage, expense or charge imposed, assessed or incurred for any violation or breach of any such ordinance, regulation, rule, statute or law occasioned by the act, neglect or omission of the Tenant or by any occupant of said demised premises and will also protect and indemnify and forever save and keep harmless the Landlord from and against any loss, cost damage and expense, including reasonable attorney and counsel fees occasioned by or arising out of any breach or default in the performance and observance of any provisions, conditions, covenants, stipulations of this indenture or occasioned by or arising out of any accident, wrong or other occurrence causing or inflicting injury or damage to any person or property whatsoever or whatsoever, happening or done in or about the demised premises, or due directly or indirectly to the construction, tenancy, use, occupation or intrusion on or about said premises or in front or around thereof or on the sidewalks or streets adjoining the same, by the Tenant or any person or persons occupying, holding or claiming by, through or under said Tenant. The Tenant agrees to furnish the Landlord with receipts showing the payment of premiums on insurance policies for public liability in the sum of \$100,000.00 in case of injury or damage to one person and \$300,000.00 in case of injury or damage to more than one person in the same accident or occurrence, and to make Landlord an additional insured thereon.

The parties agree and covenant that damage to or destruction of said building at any time by fire or any other casualty whatsoever shall not work a termination of this indenture or authorize the Tenant to quit or surrender possession of said demised premises or any part thereof and shall not release the Tenant in any way from his liability to pay the Landlord the rent hereinbefore provided for or from any of the agreements, covenants or conditions of this indenture.

The Tenant agrees and covenants that, when he commences to build the new building as herein provided, he will at all times, at his own expense, provide builders risk insurance, and after completion of said building to insure said building under a fire and extended coverage policy at replacement value in solvent, incorporated insurance companies, reasonably approved by the Landlord, each company being licensed to do business in the state of Kansas. Each and every of such policy or policies of insurance on said building or improvements any time situated on said demised premises shall provide that the loss, if any, shall be paid to the mortgagee, if the mortgage still exists, and the Landlord and Tenant shall expend to restore or rebuild the building as hereinafter set out. The Tenant agrees and covenants to furnish the Landlord with receipted bills or other evidence showing the payment of premiums on all insurance policies on the buildings and improvements on the said demised premises.

The Tenant agrees and covenants that within 120 days after any fire, injury or casualty happening to said

building or any part thereof on said premises it will have plans and specifications prepared by an architect for the restoring or rebuilding of such building in such manner as herein specified, together with an estimate of the cost thereof. If the estimated cost thereof shall exceed the amount of insurance money received or to be received, less the cost and expenses of collecting and disbursing such insurance money, then and before the said insurance money is paid out the Tenant shall provide other funds to pay for restoring or rebuilding until the balance remaining to be paid for such restoring or rebuilding upon such plans and specifications shall approximately equal the insurance money at which time the insurance money will be used for the necessary cost of completing such rebuilding or restoring.

In the event the estimated cost of such restoring or rebuilding shall not exceed such insurance money received or to be received, less the cost and expense of collecting and disbursing the same, then such insurance money shall be paid to the Tenant after all of the costs of restoring and rebuilding the premises are paid.

Provided, further, that if the building or buildings at any time situated on the premises shall not be rebuilt or restored in the manner and within the time of this indenture specified then, and in such case, such money received or recoverable on said policies of insurance shall be used first to retire the first mortgage on the premises and the balance, if any, shall belong to and be paid to the Landlord as liquidated and agreed damages by reason of the failure of the Tenant to so rebuild or restore such building or buildings. The Tenant further agrees and covenants that if this indenture is forfeited for any reason then all such policies of insurance and all such insurance due or to become due at the time of said forfeiture shall belong to the Landlord free and clear of any claim or interest thereon or thereto on the part of Tenant or anyone claiming through or under it. Nothing herein contained shall be construed as in any manner releasing the Tenant from his obligation to restore or construct the building or buildings as herein provided nor as a waiver of the Landlord's rights to insist upon the full performance by the Tenant of the terms, conditions and covenants in this indenture contained or on its part to be performed.

Tenant shall and will, during the term herein demised, pay and discharge all such duties, taxes, charges for water, sewer taxes, special assessments and payments, extraordinary as well as ordinary, whether foreseen or unforeseen, as shall, during the term hereof hereby demised, be laid, levied, assessed or imposed upon, become due and payable, or liens upon the said demised premises, or any part thereof, or any appurtenances thereto, the leasehold estate hereby created, the sidewalks or streets in front of or adjoining the demised premises or any vault or vaults thereunder, by virtue of any present or future law, order or ordinance of the United States of America or of the city, county or local government or of any department, office or bureau thereof, or any other governmental authority.

The duties, taxes, charges, assessments and payments described in the foregoing paragraph and sometimes referred to herein collectively as "impositions".

All impositions mentioned in this lease should be paid by the Tenant when the same shall become due and payable without interest or penalty to the department, officer or bureau charged with the collection thereof. That nothing herein contained shall require, or be construed to require the Tenant to pay any inheritance tax, franchise, income, payroll, excise, privilege, rent, capital stock, estate or profit tax or any tax of similar nature that is, or may be, imposed upon the Landlord unless such tax shall be levied upon the rent herein reserved in the place of taxes upon the property herein demised.

Such payments and the impositions above referred to and any interest thereon shall be made before any fine, penalty, interest or cost may be added thereto for nonpayment of any installment or interest thereon.

The Tenant shall have the right to contest or to review by legal proceedings or in such manner as Tenant in his opinion shall deem advisable, which proceedings or other steps taken by Tenant if instituted shall be conducted diligently at his own expense and free of expense to the Landlord, any and all impositions levied, assessed or imposed upon or against the demised premises or the building or improvements thereon or taxes in lieu thereof, required to be paid by Tenant hereunder. However, no such contest shall defer or suspend Tenant's obligations to pay the impositions as herein provided for pending the contest.

Tenant, upon request of Landlord will promptly exhibit to Landlord all paid bills for impositions, which bills, after inspection by the Landlord, shall be returned to the Tenant.

The Tenant further agrees and covenants that he will not assign this indenture or his interest therein, without the previous expressed written consent thereto of the Landlord and the Landlord agrees that their consent shall not be unreasonably withheld.

It is further covenanted that the Landlord shall, at their option, have the right at all times during said term of this indenture, to pay any taxes, assessments, water rates or other charges on said premises remaining unpaid after they shall have become due and payable, and to pay, cancel and clear off all tax, sales, liens, charges and claims on or against said demised premises, and to redeem said premises from the same, or any of them from time to time, and the amount so paid, including reasonable expenses, shall be so much additional rent due from the Tenant at the next rent day after such payment, with interest at the rate of 6% per annum from the date of the payment thereof by the said Landlord until the repayment thereof to the said Landlord by the said Tenant.

Default upon the part of the Tenant in paying said rent or any installment thereof as hereinbefore provided for 90 days after notice in writing from Landlord to Tenant, or default upon the part of the Tenant in keeping or performing any of the other terms, covenants and conditions of this lease for 90 days after notice in writing from Landlord to Tenant, shall authorize Landlord, at their option, at any time after the expiration of such 90 day period, providing the default has not been corrected within said period of 90 days following the date of such written notice, to declare the rights of the Tenant under this lease terminated and upon the occurrence of any one or more of such defaults after such notice thereof, Landlord, immediately or at any time thereafter may re-enter the said premises, without further notice or demand, either for rental due or past due, or for the possession of said premises, may remove all persons therefrom, with or without legal process, and without prejudice to any of their other legal rights, and all claims for damages by reason of such re-entry are expressly waived by Tenant.

In the past, oil and/or gas wells have been set, placed or drilled upon the premises under this lease. There is a possibility that underground pipe, equipment or other well obstructions are present. In the event that said oil or gas wells' pipe, equipment or obstructions from the same cause a substantially increased cost in the construction of the building on the leased premises, Tenant shall have the right to cancel this agreement in its entirety, pay the rentals, assessments, construction costs and other expenses incurred to date and have no further liability hereunder. Said Tenant shall exercise this right to cancel this agreement as above stated within a period not to exceed 30 days from the first day of construction of said building.

The parties further agree that at any time during the term herein set forth, the Tenant shall have the first right, option and privilege of purchasing the premises herein described free and clear of all encumbrances for the same sum of money as is offered by any other bona fide purchaser. Further, that in the event that Landlord obtains a buyer for said premises, he shall first give to Tenant the opportunity to purchase said property for the same price and Tenant shall have 30 days to purchase demised premises after written notice from Landlord of price and intent to sell.

The parties understand that the plats of Dean Rupert Addition and Dean Rupert Second Addition permit a total of only two access openings or entryways from Rock Road into these additions to be located between the South line of Lot 1, Dean Rupert Addition and the South Line of Dean Rupert Second Addition, the parties agree, however, that Tenant shall have the right to install a driveway entry directly from Rock Road to the demised premises at his own expense if permission for this third access can be obtained from the City of Wichita as an additional Rock Road access and not as or lieu of any of the accesses presently referred to in the plats of said additions.

Landlord agrees to provide a temporary curb cut and entryway into Dean Rupert's Second Addition, the same to be located within 150 feet of the South line of the leased property and to construct and pay for a temporary hard surface roadway extending from said entryway to the South line of the leased property, said temporary roadway to be completed on or before the completion of the building to be constructed on the leased property. Landlord agrees that said temporary entryway and roadway may be used by the Tenant, his employees, customers and others for any and all legitimate purposes related to the business or businesses to be conducted on the leased premises by the tenant. The parties understand and agree, however, that the Tenant's use of said temporary entryway and roadway shall not be exclusive and that the Landlord or his heirs, administrators, executors or assigns retain the right to the joint use of such entryway and roadway in conjunction with the development or utilization of other portions of Dean Rupert's Second Addition and of Dean Rupert's Addition. The parties further agree that Landlord shall have the right to terminate Tenant's use of the temporary entryway and roadway at such time as a permanent curb cut and entryway located within 150 of the South line of leased premises together with a hard surface roadway at least 25 feet in width extending from said entryway to the leased premises shall be completed. Landlord agrees, however, that Tenant shall have the rights to the joint use of said permanent entryway and roadway, during the remainder of this lease and any extensions, as are extended hereinabove to Tenant with respect to said temporary entryway and roadway.

The annual rent, payable to the Landlord, for the 21st year and subsequent years of said lease shall be not less than the amount of rent as provided herein for the initial year of said lease, however, for the 21st and subsequent years the annual amount of rent payable shall be based on the cost of living index published by the Bureau of Labor Statistics of the United States Department of Labor. The rent for the 21st and subsequent years, of the initial term of this lease, shall be computed by dividing the sum of \$5,250.00, which is the annual amount of the rent for the initial 20 years of this lease, by the index number for the date this lease is executed, and then by multiplying that amount by the index number for the month immediately preceding the commencement of the 21st year of the lease. In the event the base period of the cost of living index published by the Bureau of Labor Statistics of the United States Department of Labor shall change the new index number for the month in which the lease became effective shall be substituted for the index number originally used as the divisor of the rental specified in the first year of the lease. The annual rental after the first 20 years of the lease shall continue to be paid in equal monthly installments.

In the event the Tenant shall, during the demised term, well and faithfully complete all the covenants and conditions contained in this lease, the Landlord, at the option of the Tenant, shall renew this lease for five (5) additional ten (10) year periods under the same terms and conditions as herein contained except rental which shall be adjusted on the cost of living index published by the Bureau of Labor Statistics of the United States

Department of Labor. The rent for additional ten year periods shall be computed by dividing the annual rent being paid at the end of 49 years by the index number for the date this lease is executed and then by multiplying that amount by the index number for the month immediately preceding the commencement of each additional ten (10) year period. In the event the base period of the cost of living index, referred to above, shall change the new index number for the month in which the lease became effective shall be substituted for the index number originally used as the divisor of the rental specified in the first year of the lease.

It is agreed that this agreement shall be binding upon the parties, their heirs, administrators and assigns.

Landlord:

J. G. Ripstra  
Hazel Aleta Ripstra

Tenant:

Chas. J. Merrill

STATE OF KANSAS, SEDGWICK COUNTY, SS:

Before me, the undersigned, a Notary Public, within and for said county and state, on this 19 day of April, 1971, personally appeared J. G. Ripstra and Hazel Aleta Ripstra, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



Geraldine Merrill  
Notary Public

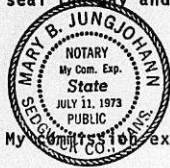
My commission expires:

1-20-75

STATE OF KANSAS, SEDGWICK COUNTY, SS:

Before me, the undersigned, a Notary Public, within and for said county and state, on this 19<sup>th</sup> day of April, 1971, personally appeared Charles J. Merrill to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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



My commission expires:

Mary B. Jungjohann  
Notary Public

APPROVED:

AMORTIBANC INVESTMENT COMPANY, INC.

[Signature]  
Mortgagee



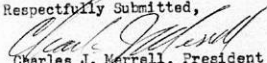
Ralph Wulz  
City Manager  
City of Wichita  
204 So. Main  
Wichita, Kansas

**Subject:** Amendment to the Community Unit Program at the  
Southeast Corner of Central and Rock Road.  
Item #21, Case DP 49

**Text:** Mr. Wulz,

It has just come to my attention concerning  
the above action by the Planning Commission.  
Since we have ingress and egress to and from  
this property, as provided by our lease,  
and since our sewer line runs across this  
property that has been sold, we ask that  
this matter be tabled until our Landlord  
has had time to make arrangements with the  
new owners as to the above lease conditions.

Respectfully Submitted,

  
Charles J. Merrell, President  
The Privy Shoppe, Inc.

cc - Bob Lakin  
CJM/il

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERSREQUEST FOR CUP AMENDMENT

---

CASE NO. DP-49 Amendment                      CONSIDERED BY MAPC: 11-26-73

REQUEST FOR: Approval of Amendment to Commercial CUP

REASON FOR REQUEST (AS PROVIDED BY APPLICANT):

GENERAL LOCATION: Southeast corner of  
Central and Rock Road

## LEGAL DESCRIPTION:

See attached excerpt of Planning Commission minutes of  
November 26, 1973.

APPLICANT: Lindy Andeel, et al.  
5900 East Central 67208

COUNSEL FOR APPLICANT: Everett C. Fettis, Attorney

PROTESTORS (LIST COUNSEL) IF ANY: None

SURROUNDING ZONING: To the north and west is "LC"; east is  
"AA"; south is "AA" and "BB"

LAND USE: Subject property and that to the west is undeveloped; North  
is service station and undeveloped; east is single-family and  
drainage ditch; south is offices and drainage ditch.

## PLANNING COMMISSION RECOMMENDATION:

That this amendment be approved, subject to the following condi-  
tions: (See attached excerpt from Planning Commission minutes of  
November 26, 1973 for conditions.) Arnholz moved, Blakey seconded  
and it carried unanimously. (Rising, Hennessy, Gardenhire and  
Hopper absent.)

---

ACTION 1. Approve the CUP as recommended by the Metropolitan Area Plan-  
ning Commission subject to the recommended conditions; or

2. Return the application to the Metropolitan Area Planning Com-  
mission for its reconsideration. The City Commission states the follow-  
ing reasons for its action:

EXCERPT FROM PLANNING COMMISSION MINUTES OF NOVEMBER 26, 1973:

25. Case No. DP-49 - Lindy Andeel and Frank Carney request approval of an amendment to Cobblestone Alley commercial CUP on property legally described as follows: Lot 2 and Reserve "A", Block 1, Dean Ruppert First Addition, and Lot 1 and Reserve "A" in Block "A", Dean Ruppert Second Addition, except beginning at approximately 651' S and 60' E of the NW corner of the NW quarter, Sec. 20, T27S, R2E of the 6th P.M., said point being the SW corner of the 140' by 174' tract of land owned by KG&E Company; thence S 120', thence E 175', thence N 120'; thence W 175' to the point of beginning, being a part of Lot 1, Block "A", Dean Ruppert's Second Addition. Generally located at the southeast corner of Central and Rock Road.

LAKIN pointed out the area on the map and reviewed the following staff report:

Comments

1. In February 1973, a CUP for Cobblestone Alley was considered and approved. The applicant has now submitted an amendment on one of the previously approved parcels. The revised development proposes the following general amendment:
  - a. Reduction of the 30-foot building setback to 15 feet adjacent to the south line of Parcel B for the west 100 feet thereof.

2. One of the provisions of the CUP regulations requires the following setback: There shall be a rear yard, alley, service drive or combination thereof of not less than 30 feet.

The applicant should be prepared to submit plans that will indicate interior circulation which will justify that subject 30-foot requirement should be reduced to 15 feet.

3. If the Planning Commission determines that the proposed amendment is appropriate; then the following should be conditions of approval:
  - a. Approval of the 15-foot setback is subject to the submission of an interior circulation plan to the Traffic Engineering Division of the Department of Public Works for approval.
  - b. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the governing body, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
  - c. Any major changes in this development plan shall be re-submitted to the Planning Commission and to the City Commission for its consideration.
  - d. The transfer of title of all or any portion of the land included within the community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for development and be binding upon the present owners, their successors and assigns, unless amended.

LAKIN said the staff would recommend approval subject to the conditions pointed out in the staff report.

EVERETT FETTIS, attorney, was present on behalf of the applicant. No one appeared in opposition.

MOTION: That the Planning Commission recommend to the City Commission that this amendment be approved, subject to the following conditions:

- A. Approval of the 15-foot setback is subject to the submission of an interior circulation plan to the Traffic Engineering Division of the Department of Public Works for approval.
- B. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the governing body, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
- C. Any major changes in this development plan shall be resubmitted to the Planning Commission and to the City Commission for its consideration.
- D. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for development and be binding upon the present owners, their successors and assigns, unless amended.

Arnholz moved, Blakey seconded and it carried unanimously. (Rising, Hennessy, Gardenhire and Hopper absent.)

-----

November 27, 1973

Mr. Everett C. Fettis, Attorney  
120 South Market  
Wichita, Kansas 67202

Re: DP-49 - Amendment of  
Cobblestone Alley  
Commercial CUP - South-  
east corner of Central  
and Rock Road

Dear Mr. Fettis:

At the regular meeting of the Metropolitan Area Planning Commission on November 26, 1973, the above-captioned application was considered. It was the action of the Commission to recommend approval of the request, subject to the following conditions:

- a. Approval of the 15-foot setback is subject to the submission of an interior circulation plan to the Traffic Engineering Division of the Department of Public Works for approval.
- b. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the governing body, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
- c. Any major changes in this development plan shall be re-submitted to the Planning Commission and to the City Commission for its consideration.
- d. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof,

Page 2 - Mr. Everett C. Fettis  
November 27, 1973

but said plan shall run with the land for development and be binding upon the present owners, their successors and assigns, unless amended.

It is necessary that you submit eight more copies of the Plan to our office by 5:00 p.m. on December 11, 1973, for this matter to be forwarded to the City Commission for consideration at 9:00 a.m. on December 18, 1973, the meeting to be held in Room 201 City Building, 204 South Main, Wichita, Kansas.

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

Sincerely,

Robert A. Lakin  
Director of Planning

RAL:ber

cc: Lindy Andeel, 5900 East Central 67208  
Frank Carnoy, 10225 East Kellogg 67207  
City Manager's Office

WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING DEPARTMENT

MAPC HEARING DATE: Nov. 26, 1973

Case No. DP-49

Request: Approval of amendment to  
Cobblestone Alley CUP

Location: Southeast corner of Central and Rock Road

Acres: 7.8

Size: 395 ft. by 1030 ft.  
(Irregular shape)

	<u>Land Use</u>	<u>Zoning</u>
Existing	Undeveloped	"LC"
North	Service station & undeveloped	"LC"
East	Single-family & Drainage ditch	"AA"
South	Offices & drainage ditch	"AA" & "BB"
West	Undeveloped	"LC"

Street rights-of-way are adequate.  
History: DP-49 - MAPC App. 1-11-73  
BCC: Approved 2-20-73

Platted: Yes  
Sidewalk: Previously  
guaranteed

Comments

1. In February 1973, a CUP for Cobblestone Alley was considered and approved. The applicant has now submitted an amendment on one of the previously approved parcels. The revised development proposes the following general amendment:
  - a. Reduction of the 30-foot building setback to 15 feet adjacent to the south line of Parcel B for the west 100 feet thereof.
2. One of the provisions of the CUP regulations requires the following setback: There shall be a rear yard, alley, service drive or combination thereof of not less than 30 feet.

The applicant should be prepared to submit plans that will indicate interior circulation which will justify that subject 30-foot requirement should be reduced to 15 feet.
3. If the Planning Commission determines that the proposed amendment is appropriate, then the following should be conditions of approval:

- a. Approval of the 15-foot setback is subject to the submission of an interior circulation plan to the Traffic Engineering Division of the Department of Public Works for approval.
  - b. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the governing body, and any substantial deviation of the plan, as determined by the Superintendent of Central Inspection and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
  - c. Any major changes in this development plan shall be re-submitted to the Planning Commission and to the City Commission for its consideration.
  - d. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for development and be binding upon the present owners, their successors and assigns, unless amended.
-

DP-49 - 33 Notices to Property Owners sent 11-12-73

WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION  
CITY BUILDING ANNEX, 104 South Main  
WICHITA, KANSAS 67202

NOTICE TO ADJOINING PROPERTY OWNERS:

The Wichita-Sedgwick County Metropolitan Area Planning Commission will consider the following item in Room 401 City Building Annex, 104 South Main, Wichita, Kansas, at its meeting at 1:30 p.m. on Monday, November 26, 1973, at which time you may appear either in person or by agent or attorney, if you so desire.

DP-49 - Lot 2 and Reserve "A", Block 1, Dean Ruppert First Addition and Lot 1 and Reserve "A" in Block "A", Dean Ruppert Second Addition to Wichita, Sedgwick County, Kansas, except beginning at approximately 651' S and 60' E of the NW corner of the NW Quarter, Sec. 20, T27S, R2E of the 6th P.M., said point being the SW corner of the 140' by 175' tract of land owned by KG&E Company; thence S 120', thence E 175', thence N 120'; thence W 175' to the point of beginning, being a part of Lot 1, Block "A", Dean Ruppert's Second Addition to Wichita, Sedgwick County, Kansas.  
Generally located at the southeast corner of Central and Rock Road.

The Development Plan originally approved on February 20, 1973, has been resubmitted as required under the Community Unit Plan provisions of Section 28.04.190 of the City Zoning Ordinance of the City of Wichita. The Development Plan is on file in the Planning Department Office, Room 402 City Building Annex, 104 South Main, Wichita, Kansas, and is available for public information and review.

The revised Development Plan now on file proposes the following general amendment:

1. Reduction of a portion of the building setback line from the south line of Parcel B from 30 feet to 15 feet.

NOTE: It is the policy of the Planning Commission that any request for a deferral of the hearing of this case shall be submitted to the Secretary, Robert A. Lakin, 104 South Main, 7 days prior to the meeting. The Chairman or the Secretary may grant such a request for deferral. Persons requesting deferrals will be charged with the cost of preparing and mailing new notices.

Robert A. Lakin  
Secretary

**THE CITY OF WICHITA**

**OFFICE OF CITY TRAFFIC ENGINEER**

**DATE** October 29, 1973



**TO** Jack H. Galbraith, Chief Planner

**FROM** William G. McKinley, Assistant Traffic Engineer

**SUBJECT** Cobblestone Alley Amended CUP - DP-49

With reference to Cobblestone Alley Amended CUP, the Traffic Engineering Division has reviewed the proposed layout and believes that the reduction in the 30 foot setback to 15 feet along the south line of Parcel B is highly acceptable to this Division. This review did include a proposed parking lot layout which does meet the requirements of the code of the City of Wichita.

William G. McKinley  
Assistant Traffic Engineer

WGM:cg  
attach.  
cc: R. W. Bruggeman



WICHITA-SEDGWICK COUNTY

DATE October 24,  
1973

**METROPOLITAN AREA PLANNING DEPARTMENT**

TO Dick Linn, City Engineer  
Paul Graves, Traffic Engineer  
✓ M. S. Mitchell, Flood Control Supervisor

FROM Jack H. Galbraith, Chief Planner JHG

SUBJECT Cobblestone Alley Amended CUP - DP-49

Attached is a copy of the amended CUP for the development at the Southeast corner of Central and Pock Road. Please note that this amendment proposes a reduction of a portion of the 30 foot setback to 15 feet along the south line of Parcel B which I have circled in red.

This amendment is scheduled for the Planning Commission meeting of November 26, 1973. We would appreciate any comments you might have relative to this amendment by November 12, 1973.

JHG:rw  
attachment

SETBACK WILL HAVE NO  
EFFECT ON OUR  
MAINT OR ACCESS

cc: Jack Galbraith (10-24-73) ✓

Received

OCT 24 1973

WICHITA-SEDGWICK COUNTY

DATE October 24,  
1973

**METROPOLITAN AREA PLANNING DEPARTMENT**

TO

*from*  
Dick Linn, City Engineer  
Paul Graves, Traffic Engineer  
M. S. Mitchell, Flood Control Supervisor

FROM

to  
Jack H. Galbraith, Chief Planner *JHG*

SUBJECT

Cobblestone Alley Amended CUP - DP-49



Attached is a copy of the amended CUP for the development at the Southeast corner of Central and Rock Road. Please note that this amendment proposes a reduction of a portion of the 30 foot setback to 15 feet along the south line of Parcel B which I have circled in red.

This amendment is scheduled for the Planning Commission meeting of November 26, 1973. We would appreciate any comments you might have relative to this amendment by November 12, 1973.

JHG:rw  
attachment

The 10' easement adjacent to the south line of the plat is dedicated for utility & walk purposes.

The walk will provide pedestrian access from Rock Rd. across the drainage channel at the east side of this plat to Thra Lane in Brookhollow Addn. The bldg. location should not impair use of the walk easement. Linn

October 24,  
1973

Dick Linn, City Engineer  
Paul Graves, Traffic Engineer  
M. S. Mitchell, Flood Control Supervisor  
Jack H. Galbraith, Chief Planner

Cobblestone Alley Amended CUP - DP-49

Attached is a copy of the amended CUP for the development at the Southeast corner of Central and Rock Road. Please note that this amendment proposes a reduction of a portion of the 30 foot setback to 15 feet along the south line of Parcel B which I have circled in red.

This amendment is scheduled for the Planning Commission meeting of November 26, 1973. We would appreciate any comments you might have relative to this amendment by November 12, 1973.

JMS:rv  
attachment

LAW OFFICES  
**FETTIS AND ARABIA**  
SUITE 504-120 SOUTH MARKET STREET  
AREA CODE 316-267-7251  
WICHITA, KANSAS 67202

October 23, 1973

EVERETT C. FETTIS  
PAUL ARABIA  
MICHAEL G. QUINN  
JAMES G. BEASLEY  
GERALD E. WELLS  
KEITH M. CURFMAN

Mr. Jack Galbraith  
Metropolitan Area Planning Commission  
City Building  
Wichita, Kansas

Dear Mr. Galbraith:

We hand you herewith an amended CUP application on the property as described in Exhibit "A" attached. We also hand you drawings by Robson, Kunnel & Spangenberg and xerox copies of a diagram of the property by Thomas D. Jacob. Also being forwarded is the \$400 filing fee.

We have requested Security Abstract & Title Co. to prepare an ownership list. This should be delivered to you within a day or two.

If you have any questions, please call. Thank you.

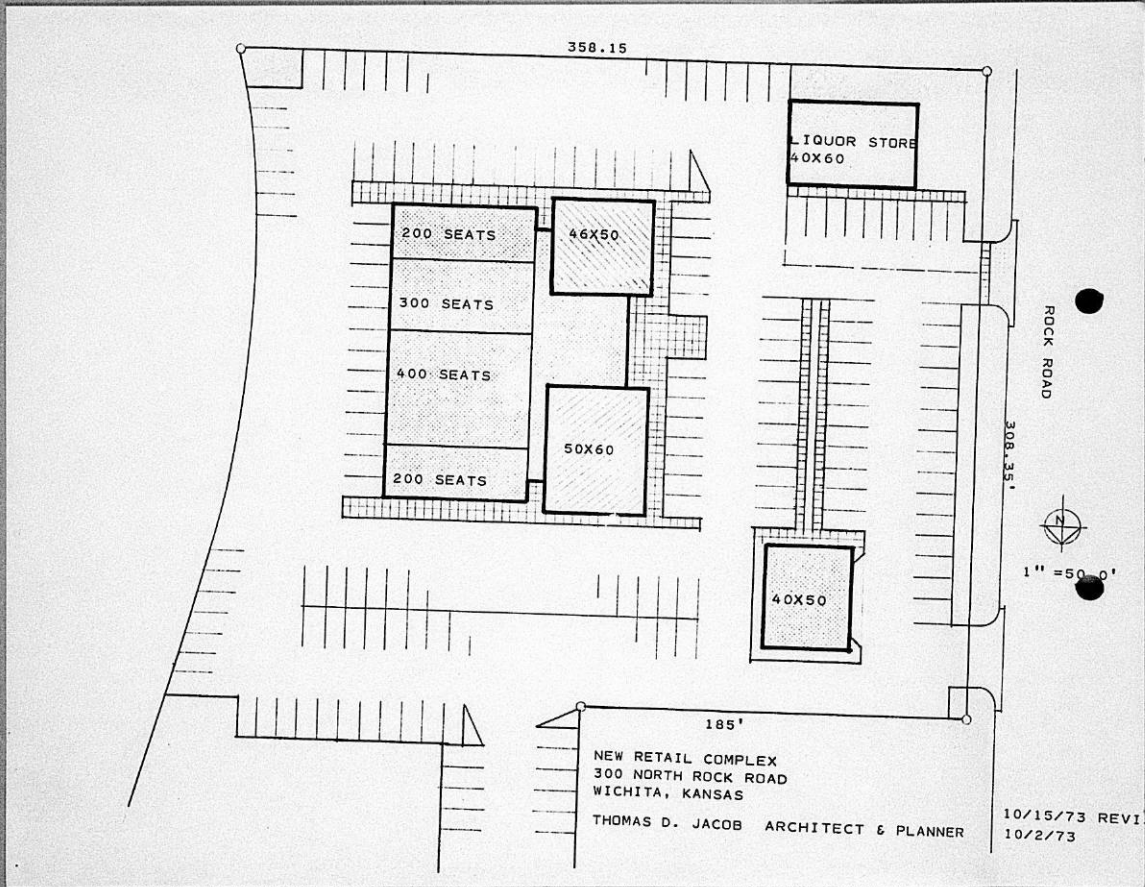
Yours very truly,

FETTIS & ARABIA

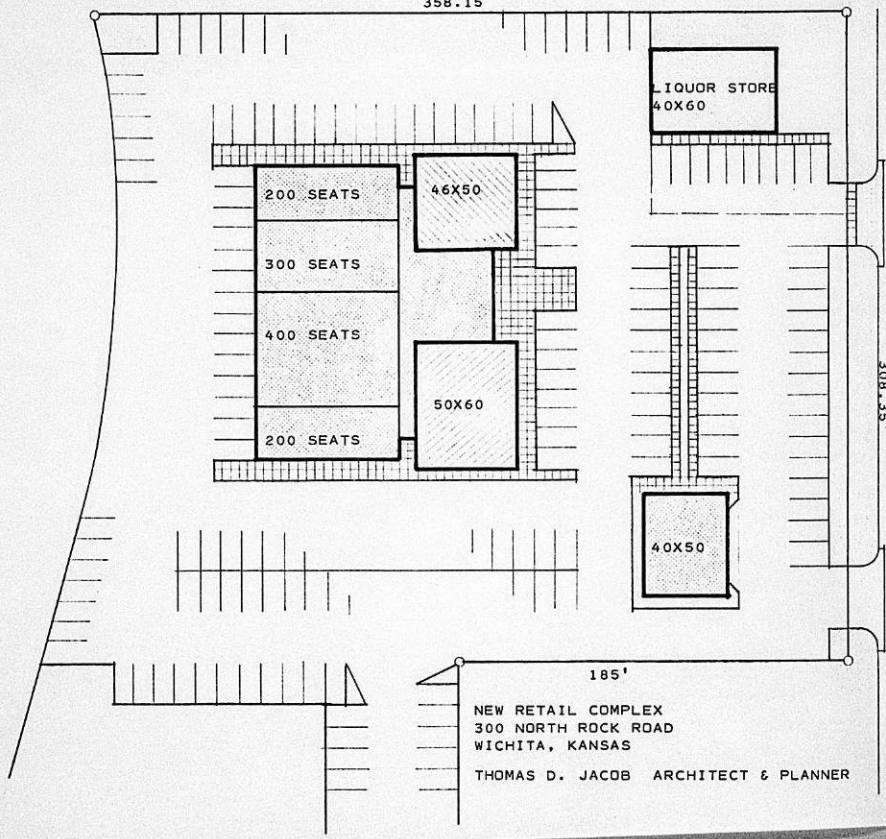
*Everett C. Fettis*  
Everett C. Fettis

ECF/ram

Enclosures



358.15



LIQUOR STORE  
40X60

200 SEATS

46X50

300 SEATS

400 SEATS

50X60

200 SEATS

40X50

ROCK ROAD

308.35'



1" = 50'-0"

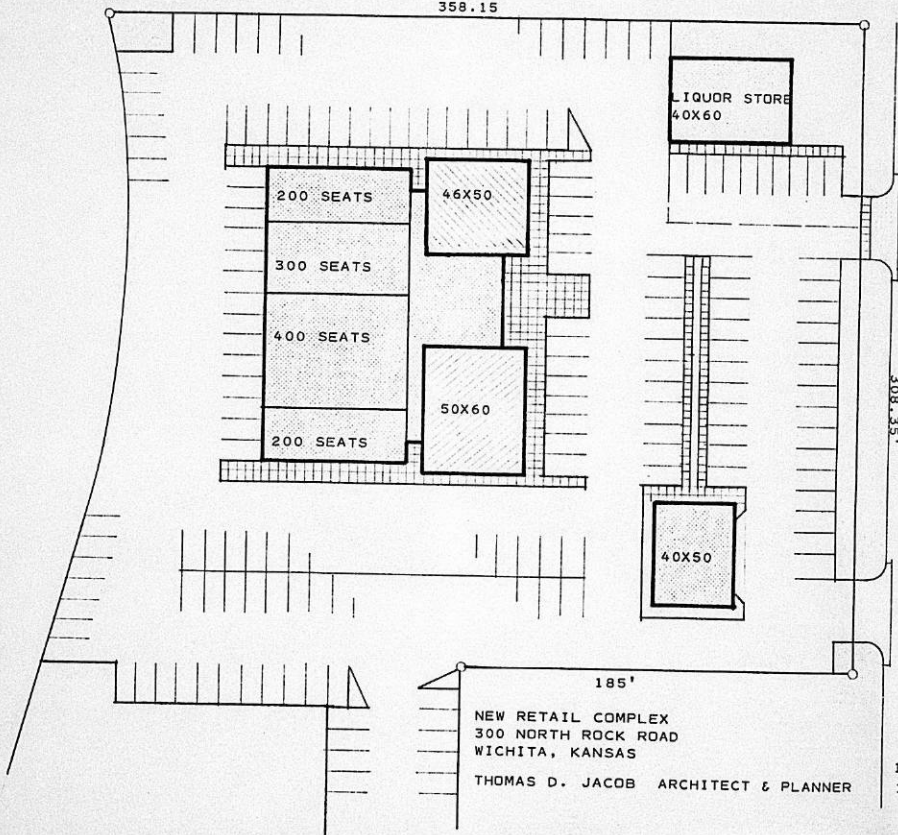
185'

NEW RETAIL COMPLEX  
300 NORTH ROCK ROAD  
WICHITA, KANSAS

THOMAS D. JACOB ARCHITECT & PLANNER

10/15/73 REVI  
10/2/73

358.15



LIQUOR STORE  
40X60

200 SEATS

300 SEATS

400 SEATS

200 SEATS

46X50

50X60

40X50

ROCK ROAD

308.35'



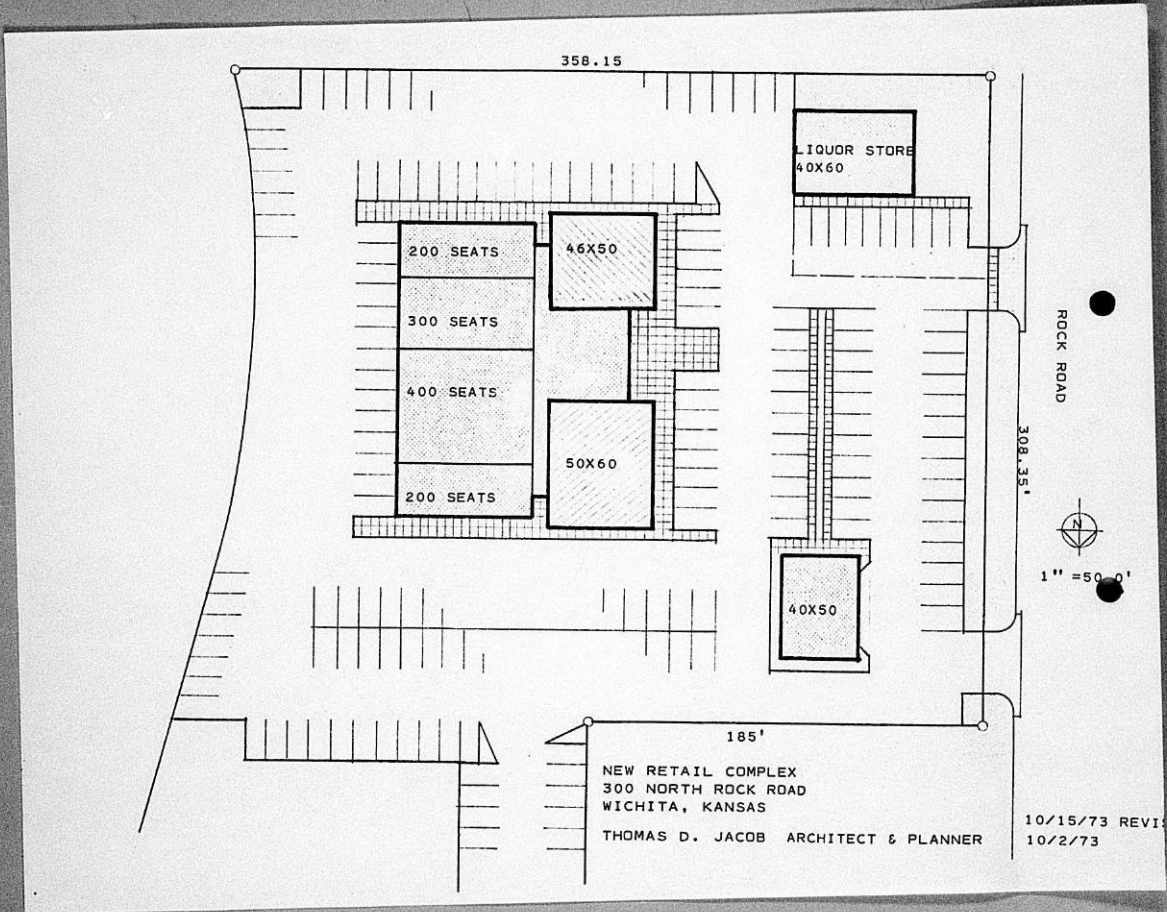
1" = 50.0'

185'

NEW RETAIL COMPLEX  
300 NORTH ROCK ROAD  
WICHITA, KANSAS

THOMAS D. JACOB ARCHITECT & PLANNER

10/15/73 REVISED  
10/2/73

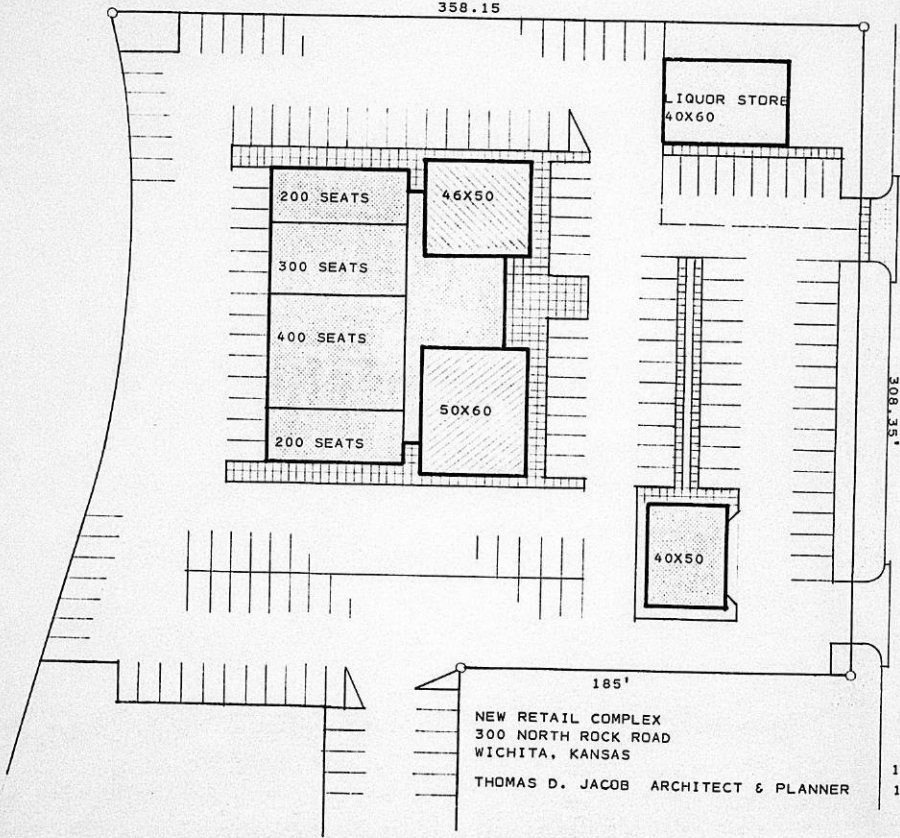


NEW RETAIL COMPLEX  
 300 NORTH ROCK ROAD  
 WICHITA, KANSAS

THOMAS D. JACOB ARCHITECT & PLANNER

10/15/73 REVI  
 10/2/73

358.15



LIQUOR STORE  
40X60

200 SEATS

46X50

300 SEATS

400 SEATS

200 SEATS

50X60

40X50

ROCK ROAD

308.33'



1" = 50.0'

185'

NEW RETAIL COMPLEX  
300 NORTH ROCK ROAD  
WICHITA, KANSAS

THOMAS D. JACOB ARCHITECT & PLANNER

10/15/73 REVISED

10/2/73

AMENDED

APPLICATION FOR/COMMUNITY UNIT PLAN  
(PLANNED RESIDENTIAL OR COMMERCIAL DEVELOPMENT)  
FOR PROPERTY LOCATED WITHIN THE LIMITS OF THE  
CITY OF WICHITA, KANSAS

This is an application for a Community Unit Plan - Planned Development. The form must be completed and filed at the Planning Department, Room 402, City Building Annex, 104 South Main, Wichita, Kansas, in accordance with directions on the accompanying instruction sheet. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED.

I. Name of applicant or applicants and/or their agent or agents.

a. Applicant Lindy Andeel

Address 5900 East Central 67208 Phone 683 7511

Agent Everett C. Fettis

Address 120 South Market 67202 Phone 267 7251

b. Applicant Frank Carney

Address 10225 East Kellogg 67207 Phone 687 4111

Agent Everett C. Fettis

Address Wichita, Kansas Phone 267 7251

c. Applicant \_\_\_\_\_

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

Agent \_\_\_\_\_

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

(Use separate sheet if necessary for names of additional applicants)

II.A The applicant hereby requests Community Unit Plan approval on property zoned LC and legally described as Lot(s)

\_\_\_\_\_, Block(s) \_\_\_\_\_,

<sup>†</sup>(See attached Exhibit ) \_\_\_\_\_ Addition.

(If appropriate, metes and bounds description may be provided in the space below or on an attached sheet.)

II.B There are 7.8  
2.3 acres (round to nearest tenth) in the above described property.

III. This property is located at (address) \_\_\_\_\_.

The general location is (use appropriate section)

a. at the \_\_\_\_\_ corner of \_\_\_\_\_  
and \_\_\_\_\_; or

b. on the East side of Rock (Ave.,  
Street) between Central (Ave., Street) and  
Douglas (Ave., Street).

IV. I (we), the applicant(s), acknowledge receipt of the instruction  
sheet explaining the method of submitting this application. I  
(we) realize that this application cannot be processed unless it  
is completely filled in and accompanied by a current abstractor's  
certificate as required in the instruction sheet.

Lindy Andeel                      Frank Carney  
By Scott C. Feltz                      By Scott C. Feltz  
Authorized Agent (if any)                      Authorized Agent (if any)

\_\_\_\_\_  
By \_\_\_\_\_                      By \_\_\_\_\_  
Authorized Agent (if any)                      Authorized Agent (if any)

V. OFFICE USE ONLY

This application was received at the Planning Department at  
2:30 (AM, ~~PM~~) on October 23, 1973 (Day, Month,  
Year). It has been checked and found to be complete and accom-  
panied by required documents and the appropriate fee of  
\$ 400<sup>00</sup>.

J. Lynn Shirley                      Name  
Jr. Planner                      Title

Lot 2 and Reserve "A", Block 1, Dean Ruppert First Addition and Lot 1 and Reserve "A" in Block "A", Dean Ruppert Second Addition to Wichita, Sedgwick County, Kansas, EXCEPT beginning at approximately 651 feet South and 60 feet East of the Northwest corner of the Northwest Quarter, Section 20, Township 27 South, Range 2 East of the 6th P.M., said point being the Southwest corner of the 140 foot by 175 foot tract of land owned by KG&E Company; thence South 120 feet, thence east 175 feet; thence North 120 feet; thence West 175 feet to the point of beginning, being a part of Lot 1, Block "A" Dean Ruppert's Second Addition to Wichita, Sedgwick County, Kansas.

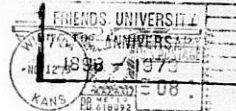
WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING COMMISSION

CITY BUILDING ANNEX  
104 S. MAIN ST.  
WICHITA, KANSAS 67202

DP-49  
Returned  
11.20.73  
N/A



~~Wichita Chapter #4 of D A V, Inc.  
1520 N. Mt. Carmel  
Wichita, Ks. 67203~~ *Not at this address*

RETURN TO WRITER



*Important Notice of Hearing Enclosed*

- Moved, left no address
- No such number
- Moved, not forwardable
- Addressee unknown

0349-00

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING COMMISSION

CITY BUILDING ANNEX  
104 S. MAIN ST.  
WICHITA, KANSAS 67202



Delaware Western Properties, Inc.  
Wilmington, Delaware

DP-49

RETURN TO WRITER



*Important Notice of Hearing Enclosed*

*Insufficient address*

FORM 273-021

**PAYMENT NOTICE**

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
Amendment to CUP	\$100.00
Name	Edward A. ...
Address	101 2nd St. Wichita
Type	Due Date
Comments:	AA-107103
Date	By: [Signature]

\*

This DP File  
Has a Large Drawing  
On 35mm Microfilm.

Roll # 1

\*