

CASE NO. 4-55

W. W. CARLSON

MU 6 (1465) atou
MU 2-6626 4pm
MU 2-04

Case No. 4-55
Filed 3-22-55

OFF STREET PARKING APPEAL

To: The Board of Zoning Appeals
Room 302, City Building
Wichita, Kansas

The undersigned W. W. Carlson hereby
appeals to your Honorable Bodies for a special permit to con-
struct and maintain a parking area on the premises known as
958 North Dellrose

as provided in Section 13*B of the Zoning Ordinance #20-572.

I hereby declare that 1) the proposed parking area
will provide additional parking spaces not required in the
Zoning Ordinance, 2) the proposed parking area is within 200'
of the boundary line of a "LC", "C", "D", "E", or "F" Zoning
District, 3) the parking area shall be used for passenger
vehicles only, and in no case shall a fee be charged for
parking facilities granted by this Board; and 4) improvement
to the proposed parking area will be made in accordance with
Section 13B of the Zoning Ordinance No. 20-572.

Appellant

W. W. Carlson
W. W. Carlson

Address 232 South Pinecrest

(A \$15.00 fee shall accompany the filing of this appeal)

To: W. W. Carlson
958 N. Dellrose
Mailed 3-23-55

BOARD OF ZONING APPEALS
CITY OF WICHITA, KANSAS

NOTICE OF HEARING OF APPEAL

March 23, 19 55

Mr. W. W. Carlson
958 North Dellrose
Wichita, Kansas

Dear Mr. Carlson:

Your appeal, under the Zoning Ordinance, relative to premises at
958 North Dellrose

has been given Board of Zoning Appeals Case No. 4-55.

All inquiries and references should always be made to that Case
Number when you seek information from the Secretary.

Further, you are notified to appear before the Board of Zoning
Appeals either in person, or by agent or attorney, for a hearing of
your case on Friday, April 1, 1955, at 1:30 p.m.

Respectfully,

George J. Fisher
Secretary, Board of Zoning Appeals

BOARD OF ZONING APPEALS
Room 302, City Hall
Wichita, Kansas

NOTICE TO PROPERTY OWNERS

March 23, 1955

An appeal has been filed by W. W. Carlson
(Address) 958 North Dellrose on behalf of
_____ (Address) _____

^{13-B}
as provided by Section ~~13~~ of the Zoning Ordinance. The appellant
desires to construct and maintain a parking lot on Lots 95 & 96,
Belmont Park Addition, at 958 North Dellrose

on the premises located at 958 North Dellrose SE Cor Dellrose and Ninth

This appeal has been given Case No. 4-55, and a hearing will
be held by the Board of Zoning Appeals on Friday,
April 1, 1955 at 1:30 P.M. in Room 201 of the City Building, at
which time you may appear, if you so desire, either in person or
by agent or attorney.

By order of the Board of Zoning Appeals.

George J. Fisher
Secretary, Board of Zoning Appeals

NOTICES MAILED MARCH 23, 1955

Ellen M. Kinkead
428 South Broadway
428 South

Frank A. Hetzke, Jr. & Edna Peterson Hetzke
1003 North Dellrose

Gilbert C. and Helen Marie Buhner
1007 North Dellrose

Holy Cross Congregation of
Evangelical Luthern
Synod of Missouri
1024 North Dellrose

Wm. J. Clements, Jr. and Betty Jean
960 North Pershing

Darrell M. Myers and Elsie B.
950 North Pershing

R. R. and Mary F. Lamont
1127 South Woodlawn

Levine Emma Zelinkoff and Beatrice Zelinkoff
4 Lakeside, Eastborough

Alfred R. Edwards and Bessie
953 North Dellrose

Wm. Benn and Naomi L. Ohlerking
918 North Dellrose

J. Stewart and Evelyn L. Boys
1452 North Fountain

Ralph W. Hissem, Jr. and Elizabeth S.
948 North Belmont

Leo Gray and Marie E.
1750 South Minnesota

Max C. Jones and Ruth E.
958 North Dellrose

Alex Odevsoff and Leslie Odeveseff
933 North Oliver

Earnest H. and Edith W. Bosworth
953 North Oliver

CERTIFICATE OF OWNERSHIP

BELMONT PARK ADDITION

Oliver Avenue

Lot No.

1 & 2
3 & 4
5 & 6
7, 8, 9, & 10

Owner

W. W. Carlson and Ruth K. 232 S. Pinecrest
Earnest H. and Edith W. Bosworth-953 N. Oliver
W. W. Carlson and Ruth K.-232 S. Pinecrest
Alex Odevseff and Leslie Odevseff-933 N. Oliver

Dellrose Avenue

95 & 96
93 & 94
91 & 92
89 & 90
87 & 88
97, 98, 99 & 100
101 & 102
103 & 104

Max C. Jones and Ruth E.- 958 N. Dellrose
Leo Gray and Marie E. -1750 S. Minnesota
Ralph W. Hissem, Jr. and Elizabeth S. -948 N. Belmont
J. Stewart and Evelyn L. Boys -1452 N. Fountain
Wm. Benn and Naomi L. Ohlerking-918 North Dellrose
Alfred R. Edwards and Bessie--953 N. Dellrose
Levine Emma Zelinkoff and Beatrice Zelinkoff-4 Lakeside
R. R. and Mary F. Lamont-1127 S. Woodlawn

Pershing Avenue

189 & S 3.75' of
191
191 Exc. the S
3.75' & all of
192

Darrell M. Myers and Elsie B. -950 N. Pershing

Wm. J. Clements, Jr. and Betty Jean -960 N. Pershing

COUNTRY CLUB HEIGHTS

Block 16
25, 26, 27, 28, 29,
& 30

Holy Cross Congregation of Evangelical Lutheran
Synod of Missouri, et al -1024 N. Dellrose

Block 15
21 & 22
23 & 24

Gilbert C. and Helen Marie Buhner-1007 N. Dellrose
Frank A. Hetzke, Jr. and Edna Peterson Hetzke
1003 N. Dellrose
TRACT IN THE NE $\frac{1}{4}$ OF SEC. 14-27S-R 1 E.

Com. 30' N. of the SE cor. (the 30' being one half of the street), of the
NE $\frac{1}{4}$ Sec. 14-27-1E; th N. 16 rods; th W. 10 rods; th S. 16 rods; th E 10 rods
to beg. (1 Acre)

Owned by Ellen M. Kinkead.-428 S. Broadway
Adams School

* * *

THE GUARANTEE ABSTRACT COMPANY, INC., hereby certifies the above
and foregoing to be the last owners as shown by the records in the office of
the Register of Deeds, Sedgwick County, Kansas, of the LOTS surrounding and
within a radius of 200 feet of Lots 95 and 96, on Dellrose Avenue in Belmont
Park Addition to Wichita, Sedgwick County, Kansas.

WITNESS our Hand and Seal this the 17th day of March A. D. 1955.

THE GUARANTEE ABSTRACT COMPANY, INC.

By

President

Order No. 37763-C

1011 BITTING BUILDING

GEORGE E. GRIST
ATTORNEY AT LAW
WICHITA 2, KANSAS

TELEPHONE AMHERST 2-7479

PLOT PLAN

EXHIBIT "B"

Board of Zoning Appeals
City of Wichita

Gentlemen:

In accordance with the provisions of the Revised Zoning Ordinance, City of Wichita, Section 28, sub-section six, the following information is submitted for your consideration.

The appellant, W. W. Carlson, owns and operates a retail grocery store located at 957 North Oliver on

LOTS 1 AND 2, BELMONT PARK ADDITION
TO THE CITY OF WICHITA.

He has a contract of purchase for Lots 95 and 96 in Belmont Park Addition, commonly known as 958 North Dellrose. It is his desire and wish to construct an off-street parking area on the lots mentioned above, if it meets with your approval.

His plot plan includes tentative contract provisions for a two inch layer of asphalt over a six inch base of rock. Along the South side of the lot which is approximately 140 feet, he intends to build a four foot high wire mesh fence. Inside the mesh fence, scrubbery will be planted in order to comply with the provisions of the off-street parking regulations. In addition he intends to put bumper guards in front of the scrubs at regular intervals.

All entrances and exits will be according to the City Building Inspection regulations covering off-street parking.

Attached to this plot plan is also my opinion concerning the title to the lots which are proposed for off-street parking. This information is respectfully submitted for your information and consideration.

Sincerely yours,

George E. Grist
George E. Grist

Attest:

W. W. Carlson



PLOT PLAN

Part of Belmont Park

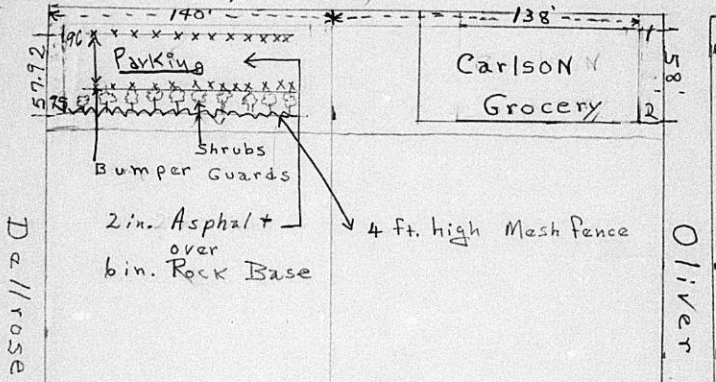
+

Holy Cross
Lutheran Church

Lutheran
School

Adams
School

Ninth Street



Call if need anything else
GEORGE E. GRIST

1011 SITTING BUILDING

ATTORNEY AT LAW
WICHITA 2, KANSAS

TELEPHONE AMHERST 2-7479

March 17, 1955

Board of Zoning Appeals
City of Wichita
Wichita, Kansas

Gentlemen:

This is to certify that Mr. W. W. Carlson has executed a contract of purchase for lots 95 and 96 in Belmont Park Addition to the city of Wichita, otherwise known as 958 North Dellrose. Attached hereto and marked Exhibit "A" is a copy of this contract for the purchase of said lots.

It is the intention and desire of Mr. Carlson to build an off-street parking area to facilitate parking at his retail grocery store located immediately East of the proposed parking area. It is my opinion that the contract of purchase executed by Mr. Carlson gives him sufficient interest to apply to the Board for permission to build an off-street parking lot as proposed.

I also examined the abstract of title for Mr. Carlson to Lots 95 and 96 and found that title was vested in the persons with whom the contract of purchase was executed. It is, therefore, my opinion that Mr. Carlson can and will purchase the lots if the proposed off-street parking area is approved by your Board. Thank you very much for your cooperation.

Sincerely yours,

George E. Grist
George E. Grist

Advised by Grist 4/1 that Carlson now owns property

GHG/c1

EXHIBIT "A"

AGREEMENT

This agreement, made and entered into this ____ day of March, 1955,
by and between:

MAI C. JONES and RUTH JONES, husband and
wife, hereinafter referred to as the
seller

AND

W. W. CARLSON and RUTH CARLSON, husband
and wife, hereafter referred to as the
buyer

WITNESSETH, that the seller hereby agrees to sell and convey to the
buyer, all of the following described tracts and lots of land, lying and being
in the county of Sedgwick, State of Kansas, to-wit:

LOTS 95 AND 96 IN BELMONT PARK ADDITION
TO THE CITY OF WICHITA, otherwise known
as 958 NORTH BELLROSE,

for the sum of \$ _____ to be paid in the following manner, the sum of
\$1,000.00 payable upon the execution of the agreement, the receipt of which is
hereby acknowledged, the remaining principal to be paid in cash upon the
closing of this transaction.

It is further agreed between the parties as follows:

1. Upon the signing of this agreement the seller will, within ten days,
furnish the buyer a complete abstract of title to the property. The buyer
hereby agrees to have the abstract examined within ten days and the final
closing within twenty days of this date.
2. If a good and merchantable title can not be given, then the seller
agrees to refund all the money paid under this agreement.
3. If the title, upon examination is found to be clear of all
incumbrances then the buyer agrees to complete the purchase as specified in
clause number two and the seller shall execute and deliver a good and
sufficient warranty deed to the buyer, his heirs and assigns.
4. The buyer hereby agrees to purchase the property and pay the seller
the sum of \$ _____. This amount to be paid \$1,000.00 on the execu-
tion of this agreement and the balance upon closing. It is understood that the
closing shall be completed within twenty days after the delivery of the abstract
showing a good and merchantable title in the seller.
5. The buyer may transfer this agreement at any time by assignment with
the written consent of the seller.
6. Any act promised to be done by either party, except the formal
conveyance of the property may be done by his attorney, agent or subordinate.
7. It is agreed and understood that the consideration paid by the buyer
for the premises does not include the air conditioning unit or the stove
located in the fireplace.

8. It is understood that the buyer is to have possession of the premises on or before May 1, 1955.

And further mutually agreed, that all covenants and agreements herein contained shall extend to and bind the respective heirs, executors, administrators and assigns of said parties.

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

MAX C. JONES, husband, seller

RUTH JONES, wife, seller

W. W. CARLSON, husband, buyer

RUTH CARLSON, wife, buyer

WITNESS: _____

CERTIFICATE OF OWNERSHIP
* * *

Address

BELMONT PARK ADDITION

Oliver Avenue

Owner

Lot No.

1 & 2	W. W. Carlson and Ruth K.
3 & 4	Earnest H. and Edith W. Bosworth
5 & 6	W. W. Carlson and Ruth K.
7, 8, 9 & 10	Alex Odevseff and Leslie Odevseff

Dellrose Avenue

95 & 96	Max C Jones and Ruth E.
93 & 94	Leo Gray and Marie E.
91 & 92	Ralph W. Hissem, Jr. and Elizabeth S.
89 & 90	J. Stewart and Evelyn L. Boys
87 & 88	Wm. Benn and Naomi L. Ohlerking
97, 98, 99 & 100	Alfred R. Edwards and Bessie <i>Edwards</i>
101 & 102	Emma Zelinkoff and Beatrice Zelinkoff
103 & 104	R. R. and Mary F. Lamont

Pershing Avenue

189 & S 3.75' of 191	Darrell M. Myers and Elsie B.
191 Exc. the S 3.75' & all of 192	Wm. J. Clements, Jr. and Betty Jean

COUNTRY CLUB HEIGHTS

Block 16

25, 26, 27, 28, 29,
& 30
Holy Cross Congregation of Evangelical Lutheran
Synod of Missouri, et al

Block 15

21 & 22	Gilbert C. and Helen Marie Buhrer
23 & 24	Frank A. Hetzke, Jr. and Edna Peterson Hetzke

TRACT IN THE NE $\frac{1}{4}$ of Sec. 14-27S- R 1 E.

Com. 30' N of the SE cor. (the 30' being one half of the Street),
of the NE $\frac{1}{4}$ Sec. 14-27-1E; th N. 16 rods; th W. 10 rods; th S. 16
rods; th E 10 rods to beg. (1 Acre)
owned by Ellen M. Kinkead.

* * *

THE GUARANTEE ABSTRACT COMPANY, INC., hereby certifies
the above and foregoing to be the last owners as shown by the records
in the office of the Register of Deeds, Sedgwick County, Kansas, of
the LOTS surrounding and within a radius of 200 feet of Lots 95 & 96,
on Dellrose Avenue in Belmont Park Addition to Wichita, Sedgwick
County, Kansas.

WITNESS our Hand and Seal this the 17th day of
March A.D. 1955.

THE GUARANTEE ABSTRACT COMPANY, INC.

By

John C. Williams
President

Order No. 37763-C