

BZA 1-77 - WICHITA FAMILY CHILD CARE CENTER, INC., requests a variance to reduce the required 20 foot front yard setback to 0 feet for off-street parking purposes only on the east side

*posted
2-22-77*

ACTION

BZA 1-77 COMMITTEE

Denied

DATE

2-22-77

M.A.P.C.

B.C.C./B.C.O.C.

BZA 1-77

Paving of entire alley would require 50% petition of both sides of alley frontage, at an approximate cost of \$500 for each 25 foot frontage.

Unlikely that alley could be paved ^{only} from subject property north to 16th Street, but a profile of the alley would have to be shot to determine for sure.

Bob Loveland said that only way to really solve the problems so that parking could be utilized off alley would be to pave alley. All they can do is grade and sand

2-11-77

Ownership list in County zone
change file
4/15/77 MRM

THE CITY OF WICHITA
OFFICE OF CITIZEN PARTICIPATION

DATE February 11, 1977



TO Larry Dobson, Junior Planner, MAPD

FROM Warren Gilkey, Administrative Aide, CPO

SUBJECT BZA 1-77 (1642 N. Kansas)

The Citizen Participation Organization Area Council "K" voted unanimously to request the Board of Zoning Appeals approve the above captioned subject.

Area Council "K" chose to support the BZA request of Henry Burleigh, after hearing his reasons and discussing those reasons with him.

The Council was informed of the five (5) conditions that must exist before a variance can be granted by the Board of Zoning Appeals. During the discussion, the Council satisfied itself that the five conditions exist that are necessary for a variance approval.

This action was taken by Council "K" at its meeting February 1, 1977.

Please convey the contents of the memo to the Board of Zoning Appeals for their consideration during deliberation of BZA 1-77.

Your assistance in this matter is appreciated.

Warren Gilkey
Warren Gilkey
Administrative Aide, CPO

Noted:

D.F.
David Furnas, CPO Coordinator

WG:sm

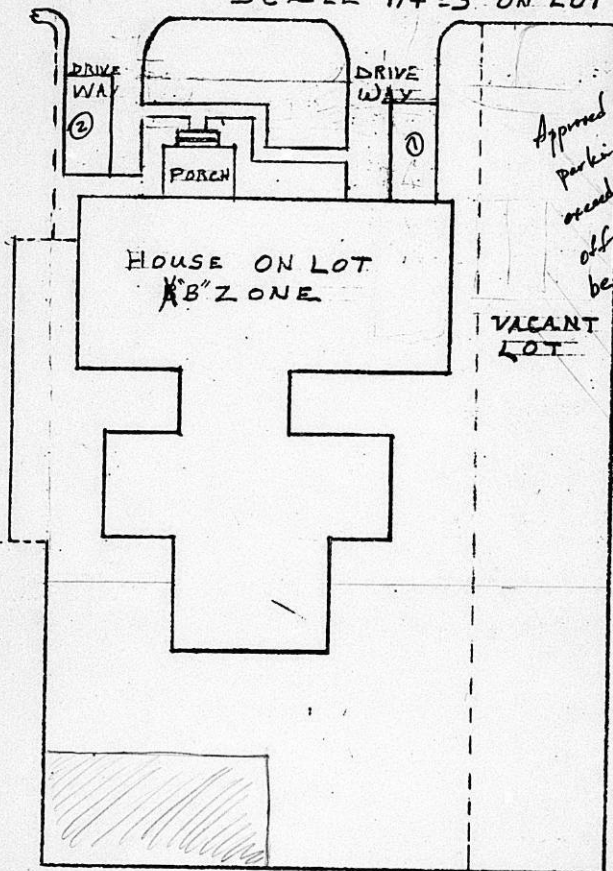


LEGEND

- INDICATES STREET SIGN
- " WATER LINE
- - - " GAS LINE
- · - · " TELEPHONE LINE
- · - · " SEWER LINE
- " MAN HOLE
- ⊕ " SIGNAL LIGHTS



SCALE 1/4" = 5' ON LOT 1" = 20'



*Approved for 2 off street parking spaces. If on lot exceeds 13 (thirteen) then off street loading will be required.
Leland R. Johnson
April 21 1975*

BZA 1-77

PLAT OF SURVEY STREET

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

January 27, 1977

NOTICE TO ADJOINING PROPERTY OWNERS:

Case No. BZA 1-77

An application has been filed by the Wichita Family Child Care, Inc., 1642 North Kansas, Wichita, Kansas, pursuant to Section 2.12.590.B, Code of the City of Wichita, requesting a variance to reduce the required front yard setback from 20 feet to 0 feet for off-street parking purposes only on property zoned the "B" Multiple Family Dwelling District, and legally described as follows:

Lots 56, 58, 60, and 62, Block 6, Kansas Addition, Sedgwick County, Kansas. Generally located on the east side of Kansas in an area between 15th and 16th Streets.

This application has been assigned Case No. BZA 1-77 and will be considered by the Board of Zoning Appeals at its meeting on Tuesday, February 22, 1977, at 1:30 p.m., in the Board Room, First Floor, City Hall, 455 North Main, Wichita, Kansas, at which time you may appear if you so desire, either in person or by agent or attorney.

It should be noted that the Citizen Participation Organization Area Council may consider this case at its next meeting. Additional information about such a meeting may be obtained by calling the CPO Office, 268-4516.

Jack H. Galbraith
Secretary

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

January 27, 1977

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Jack H. Galbraith
Secretary

Dennis Shay -
Copy of staff report

500 each 25-foot lot
over 50% of footage
1200 total footage

RESOLUTION NO. BZA 1-77

WHEREAS, Wichita Family Child Care, Inc., 1642 North Kansas, Wichita, Kansas requests a variance as provided in Section 2.12.590.B, Code of the City of Wichita, to reduce the required front yard setback from 20 feet to 0 feet for off-street parking purposes only on property zoned the "B" Multiple Family Dwelling District, and legally described as follows:

Lots 56, 58, 60, and 62, Block 6, Kansas Addition, Sedgwick County, Kansas. Generally located on the east side of Kansas in an area between 15th and 16th Streets.

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

WHEREAS, the Board of Zoning Appeals did, at the meeting of February 22, 1977, consider said application; and

WHEREAS, the Board of Zoning Appeals did, at the meeting of February 22, 1977, 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 does not arise 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 in fact created by an action or actions of the property owner or the applicant inasmuch as the applicant has expanded a facility to accommodate a greater number of children without adequate planning for the required off-street parking; and

WHEREAS, the Board of Zoning Appeals has found that the granting of the permit for the variance will adversely affect the rights of adjacent property owners or residents inasmuch as over one-half of the frontage would be paved for parking, where the normal residential situation would provide a landscaped yard; 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 not constitute unnecessary hardship upon the property owner represented in the application inasmuch as a reasonable use of the property is not being denied. The property may continue to be utilized for a residence and for a child care center of the size for which parking can be provided; also, parking could be provided north of the house without utilizing the front yard setback; and

WHEREAS, the Board of Zoning Appeals has found that the variance desired will adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare due to the fact that it would not be in the best interest of public safety to have the potential of six vehicles backing directly onto a public street in a residential neighborhood; and

WHEREAS, the Board of Zoning Appeals has found that the granting of the variance desired will be opposed to the general spirit and intent of Title 28 (Zoning Ordinance) inasmuch as the volume of front yard paving required would contradict the residential pattern throughout the City whereby front setbacks are maintained in a landscaped yard. The previous variance to permit front yard parking on this site was for two existing driveways, not for the addition of more pavement; 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 not been found to exist.

RESOLUTION NO. BZA 1-77
Page 2

NOW, THEREFORE, BE IT RESOLVED by the Board of Zoning Appeals of the City of Wichita that this request for a variance to reduce the required front yard setback from 20 feet to 0 feet for off-street parking purposes only on property zoned the "B" Multiple Family Dwelling District, and legally described as follows:

Lots 56, 58, 60, and 62, Block 6, Kansas Addition, Sedgwick County, Kansas. Generally located on the east side of Kansas in an area between 15th and 16th Streets,

be denied.

ADOPTED AT WICHITA, KANSAS, this 22nd day of February, 1977.

Ewald Behnke
Ewald Behnke, Chairman

ATTEST:

Larry Dobson
Larry Dobson
Assistant Secretary

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

City Hall, 10th Floor
455 North Main Street

March 9, 1977

Re: Case No. BEA 1-77
Request for Variance

Mr. Henry Burleigh, Jr.
1642 North Kansas
Wichita, Kansas 67214

Dear Mr. Burleigh:

Enclosed is a signed copy of the Resolution adopted by the Board of Zoning Appeals on Tuesday, February 22, 1977, in connection with your request for a variance to reduce the required front yard setback from 20 feet to 0 feet for off-street parking purposes on property zoned the "B" Multiple Family Dwelling District, and generally located on the east side of Kansas in an area between 15th and 16th Streets.

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

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

Sincerely,

Larry Dobson
Assistant Secretary

LD:bh
Attach.

cc: Don Gisick, City Clerk
Robert Feldner, Supt. - Central Inspection
Joe Donnelly, Maintenance - Central Inspection

February 23, 1977

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXX

Tenth Floor - City Hall
455 N. Main

Re: Case No. BEA 1-77
Request for Variance

Mr. Henry Burleigh, Jr.
1642 N. Kansas
Wichita, Kansas 67214

Dear Mr. Burleigh:

At the regular meeting of the Board of Zoning Appeals on Tuesday, February 22, your request for a variance to reduce the required front yard setback from 20 feet to 0 feet for off-street parking purposes on property zoned the "B" Multiple Family Dwelling District, and generally located on the east side of Kansas in an area between 15th and 16th Streets was considered.

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

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

If you have any questions, please call our office.

Very truly yours,

Larry Dobson
Assistant Secretary

LD:bh
cc: Mark Wetts, Olive W. Garvey Building, 67202
Don Gisick, City Clerk
Robert Feldner, Supt., Central Inspection
Joe Donnelly, Maintenance, Central Inspection

SECRETARY'S REPORT
CASE NO. BZA 1-77

APPLICANT: Wichita Family Child Care, Inc., 1642 N. Kansas, Wichita, Kansas.

AGENT: Henry Burleigh, Jr., 1642 N. Kansas, Wichita, Kansas.

REQUEST: Variance pursuant to Section 2.12.590.B, Code of the City of Wichita, to reduce the required front yard setback from 20 feet to 0 feet for off-street parking purposes only.

GENERAL LOCATION: East side of Kansas in an area between 15th and 16th Streets.

ZONING: Subject property and all surrounding properties are zoned the "B" Multiple Family Dwelling District.

LAND USE: Subject property is a single family residence, being utilized as a child care center. All surrounding properties are developed as single family residences.

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 of the following conditions are found to exist:

1. That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.
2. That the granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents.
3. That the strict application of the provisions of Title 28 of which variance is requested will constitute unnecessary hardship upon the property owner represented in the application.
4. That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare; and
5. That granting the variance desired will not be opposed to the general spirit and intent of Title 28 (zoning ordinance).

SECRETARY'S REPORT
CASE NO. BZA 1-77
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COMMENTS BY THE SECRETARY:

The applicant is requesting a variance to reduce the required front yard setback from 20 feet to 0 feet for off-street parking purposes in connection with a child care center located on property zoned the "B" Multiple Family Dwelling District. The structure on the site is a single family home that has been enlarged and remodeled for use as a child care center.

Subject property, located on the east side of Kansas Avenue, has 100 feet of frontage and is 140 feet deep. The surrounding properties are developed as single family residences. The properties across the street to the west are 'through' lots and have been developed with their frontages on Hydraulic rather than Kansas.

On June 24, 1975, the Board of Zoning Appeals considered a variance request on this same property, except for the north 25 feet which was not in the applicant's ownership at that time. This previous application (BZA 27-75) was a two-fold request to reduce the required front yard setback for off-street parking purposes and to reduce the required number of required parking spaces from 6 spaces to 2 spaces. It was the action of the Board to approve the reduction of the front yard setback for off-street parking on the two existing driveways; and to deny the request to reduce the number of required off-street parking spaces. As a part of the motion to deny the reduction of parking spaces, the Board waived the \$50.00 filing fee for this applicant to file a new application, to include the adjoining 25 foot lot to the north, which was in the process of being acquired, for the purpose of requesting a reduction of the front yard setback on this new ownership, for off-street parking purposes only.

The applicant's need for additional off-street parking spaces stems from his desire to enlarge the licensed capacity of the child care center. The center is now limited to a maximum of 13 children, based on the present off-street parking. Section 28.04.142(3.15) of the zoning ordinance requires that one off-street parking space shall be provided on the premises for each teacher and employee plus one off-street parking space for each vehicle used in the operation of the child care center. The ordinance further requires in Section 28.04.140.1, that the parking cannot be placed in the required front yard setback (20 feet is the required setback in the "B" Zoning district). This is the provision the applicant is asking to be varied.

The applicant has submitted a site plan, approved by the Traffic Engineering Division, which proposes the reconstruction of the existing 16 foot north driveway to a 30 foot approach. The front yard area from the existing north driveway to the north property line would be paved to provide 5 parking spaces in this area. One off-street parking space would still exist on

SECRETARY'S REPORT
CASE NO. BZA 1-77
Page 3

the southern driveway, making a total of six parking spaces on site. All of these spaces would be at a perpendicular (90°) angle to the street, requiring vehicles to back up directly on to Kansas Avenue. Although this plan was approved by the Traffic Engineering Division, it is the opinion of the Secretary that the backing of vehicles directly on to the street as the only means of egress is a practice that should be discouraged for other than residential uses. As reported to the Board in the consideration of the previous case on this property, it would appear that a small portion of the rear yard could be utilized to provide 4 parking spaces with access directly off the alley which serves this property. These 4 spaces along with the 2 spaces that would remain on the existing driveways would total the same as proposed on the applicant's plan. At the June 24, 1975 Board meeting, the agent for the applicant related that parking at the rear of the property would be difficult to accomplish because of the disrepair of the alley and drainage problems. It is recognized that it could be an expensive proposition to improve the alley, probably by paving, to the point where it could provide adequate access to the property.

As shown on the applicant's plan, approximately 55 feet of the 100 foot frontage would be paved for six vehicles to park immediately off public property and would require the backing out on to a public street. It is the opinion of the Secretary that this would be an overdevelopment of the site and would create a potentially hazardous situation.

UNIQUENESS:

It is the opinion of the Secretary that it is difficult to justify uniqueness in this instance inasmuch as the applicant has expanded a facility to accommodate a greater number of children, without adequate planning for the required off-street parking.

ADJACENT PROPERTY:

It is the opinion of the Secretary that it is difficult to determine the affect on adjacent property owners, but that over one-half of the frontage would be paved for parking, where the normal residential situation would provide a landscaped yard.

HARDSHIP:

It is the opinion of the Secretary that the strict application of the provisions of the zoning ordinance will not constitute an unnecessary hardship upon the property owner inasmuch as a reasonable use of the property is not being denied. The property may continue to be utilized for a residence and for a child care center of the size for which parking can be provided.

SECRETARY'S REPORT
CASE No. BZA 1-77
Page 4

PUBLIC INTEREST:

It is the opinion of the Secretary that the granting of the variance may adversely affect the public interest inasmuch as it would not be in the best interest of public safety to have the potential of six vehicles backing directly onto a public street.

SPIRIT AND INTENT:

It is the opinion of the Secretary that the granting of the requested variance may be opposed to the general spirit and intent of the zoning ordinance inasmuch as the volume of front yard paving required would contradict the residential pattern throughout the City whereby front setbacks are maintained in a landscaped yard. The previous variance to permit front yard parking on this site was for two existing driveways, not for the addition of more pavement.

RECOMMENDATION:

It is the opinion of the Secretary that the five conditions necessary to the granting of a variance cannot be found to exist, and therefore, it is recommended that this application for variance be denied.

22 notices sent to adjoining property owners
10 notices sent to members of MAPC
1 notice to Dave Furnas, CPO

33 notices mailed on BZA 1-77 - January 27, 1977

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

January 27, 1977

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Case No. BZA 1-77

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It should be noted that the Citizen Participation Organization Area Council may consider this case at its next meeting. Additional information about such a meeting may be obtained by calling the CPO Office, 268-4516.

Jack H. Galbraith
Secretary

THIS AGREEMENT, made on this 13th day of June, 1975

by and between
Lessie M. Broyles
of Cowley County, state of Kansas, as seller,
and Henry Burleigh, Jr.
of Sedgwick County, state of Kansas, as purchaser,

is as follows:
Seller hereby covenants and agrees that if purchaser shall first make the payments and perform the covenants and agreements hereinafter set forth to be made and performed by purchaser, that seller will sell and convey by ~~quit claim deed~~ **Quit Claim Deed** to purchaser, and purchaser hereby agrees to purchase, all the following described property, situated in the county of Sedgwick, and state of Kansas, to wit:

Lot 56, Block 6, in the City of Wichita

subject to encumbrances and restrictions of record, for the sum of \$300.00 which shall be paid as follows: — the sum of \$150.00 shall be paid by Purchaser to Seller upon the execution of this agreement, the receipt of which is hereby acknowledged, and the balance of \$150.00 shall be paid as follows:

\$25.00 Monthly Starting July 21, 1975

Interest on the unpaid balance shall be due and payable at None % per annum from date.

The first deferred payment shall be due and payable on the day of 1975 and a like amount shall be due and payable on the same day of each and every month thereafter until all amounts to be paid hereunder are paid in full. Accrued interest shall first be deducted from each monthly payment, and the balance shall be applied on the principal. Purchaser may pay any additional amount on the principal at the time of any monthly payment, and the interest shall cease on the additional principal so paid.

Time and punctuality are hereby made of the essence of this agreement.

~~Seller shall at his own expense immediately furnish to Purchaser an abstract of title certified to date showing merchantable title to Seller for all of said property less such title insurance for the amount of \$_____ Purchaser shall have a reasonable time to examine the same, and Seller shall then have a reasonable time to correct any requirements in order to make the title merchantable.~~

Purchaser shall receive possession of said property on Signing of Contract

Purchaser shall keep said property insured at all times against loss by fire, lightning, windstorm, explosion and tornado for at least the unpaid balance of the purchase price and in an amount sufficient to fully protect seller. Said insurance shall be written on a non-participating basis and shall be in the name of Seller. Seller shall be released under contract clause to the extent that such loss shall be made good for the benefit of their interests may appear.

Seller shall pay the taxes and assessments on said property for the year 1974 and all prior years, and Purchaser shall pay all subsequent taxes and assessments as the same become due and payable.

Seller may, at his option, require Purchaser to pay to the escrow agent each month one-twelfth of the estimated annual insurance premiums and taxes at the same time the regular monthly payments for principal and interest are made, thereby creating a fund for the payment of insurance premiums, taxes and assessments when the same become due and payable. Should the amount thus accumulated not be sufficient to pay said items in full, Purchaser agrees to pay upon demand the additional amount necessary for those purposes. Should the amount so accumulated be in excess of the amount needed for those purposes, the excess may be applied to the reduction of principal or held for payment on future insurance premiums, taxes and assessments at the option of Purchaser.

Should Purchaser fail to pay the taxes and assessments or provide the insurance or pay the premiums thereon when the same become due, or any part thereof, then Seller may, at his option, pay the same or any part thereof and add the amount so paid to the unpaid balance of the purchase price, the same to draw interest in the same manner as unpaid principal.

Purchaser shall comply with all valid laws and ordinances in his use and occupancy of said property, and agrees to not permit a nuisance or waste thereon.

Purchaser shall keep said property in good condition and repair at his own expense, and shall not make any changes or structural alterations in said property without the written consent of Seller. Purchaser shall not be the agent of Seller in making repairs or improvements, and no mechanic's liens or claims therefor shall be valid against Seller, or against the interest of Seller in said property.

Purchaser shall not have the right to assign or transfer this agreement, or any interest thereunder, or any interest in said property without the prior written consent of Seller.

The waiving of any payments provided for herein, or the acceptance of the same at any time other than on the regular payment date, or the failure of Seller to insist upon prompt performance of any condition or provision hereof, shall not constitute a waiver of the right of Seller to insist upon prompt and punctual performance thereafter.

An executed copy of this agreement, the general warranty deed herein provided for, the abstract of title, or title insurance and all insurance papers, shall be completed at once and deposited in escrow with _____

Purchaser shall deposit with said escrow agent receipts showing payment of the taxes, assessments and insurance. The escrow fees shall be paid as follows:

All future payments shall be made at _____

Upon payment of all amounts to be paid hereunder by Purchaser, and upon Purchaser fully complying with all the other terms and provisions hereof, Purchaser shall receive the deed for said property, which shall warrant the title as of the date of this agreement, and shall also warrant the title as against any encumbrances or liens thereon made by Seller after the date of this agreement. Purchaser shall also then receive the abstract or title policy and the insurance policies and the escrow shall then be closed.

should Purchaser fail to make any of the payments herein provided for when the same become due and payable for a period of thirty (30) days after the date of the maturity of any such payment, or should Purchaser fail to comply with any or all of the terms and provisions herein set forth to be performed by Purchaser, then this agreement shall, at the option of Seller, be null and void, and all rights and interests hereby created or existing in favor of or derived from Purchaser shall terminate, and the right of possession and all legal and equitable interest in the property hereby conveyed hereunder shall revert to and vest in Seller without any declaration of forfeiture or act of entry by any other act to be performed by Seller, as absolutely and fully as if this agreement had never been made, and the same shall be forfeited to Seller as liquidated damages and as rent for said property.

If Seller fail to furnish merchantable title as herein provided within a reasonable time, or should Seller fail to comply with any of the other provisions hereof before Purchaser takes possession, then the down payment made by Purchaser hereunder shall be returned to Purchaser, and Seller shall also pay to Purchaser the sum of \$500.00 as liquidated damages, and this agreement shall cease and terminate.

It is further agreed that: The Purchaser take possession of the property upon receipt of downpayment; and a signed copy of this agreement, alone with other necessary papers be sent to the purchaser.

In the construction of this agreement, the use of the singular shall include the plural, and the use of the masculine shall include the feminine.

The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, devisees, legatees, assigns and assigns of the respective parties hereto.

Executed on the day and year first above written.

Henry Burleigh, Jr.
Zelma Faye Burleigh
 Purchaser

Lessie M. Broyles
 Seller

(Husband or wife of Seller must join in this agreement. If Seller is unmarried, that should be stated. Signatures by mark must be witnessed.)

STATE OF KANSAS,
 COUNTY OF Sedgwick

BE IT REMEMBERED, that on this 11th day of June, 1975

before me, the undersigned, a Notary Public in and for the county and state aforesaid, came *Henry Burleigh, Jr.* and *Zelma Faye Burleigh*

who are personally known to me to be the same persons who executed the foregoing agreement, and such persons duly acknowledged the execution of the same.

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

Rebecca Robinson
 Notary Public

REBECCA ROBINSON
 NOTARY PUBLIC
 SEDGWICK COUNTY, KANSAS
 MY COMM. EXP. MAR. 13, 1979

ASSIGNMENT

(Husband and wife should both join in assignment; if single, or a widow or widower, it should be so stated.)

The undersigned, being the Purchaser in the within Agreement, with the consent of Seller, hereby sell, assign and transfer within Contract and all our rights in and under the same, and in the Property therein described, and said assignee by the purchase hereof assumes all the obligations of said agreement. We hereby authorize Seller to make the conveyance of said property to our assignee instead of to us.

IN WITNESS WHEREOF, _____ have hereunto subscribed _____ name this _____ day of _____, 1975, at _____, Kansas.

Henry Burleigh, Jr.
Zelma Faye Burleigh
 Purchaser

STATE OF KANSAS,
 COUNTY OF Cowley

Before me, the undersigned, a Notary Public in and for said County and State, this day came *Lessie M. Broyles*

personally known to me to be the same person who executed the above Assignment, and such person acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 12th day of June, 1975.

J. B. Marshall
 Notary Public

The undersigned, being the Seller in the above agreement, hereby consents to the above Assignment this _____ day of _____, 1975.

BOARD OF ZONING APPEALS
CITY OF WICHITA, KANSAS

MAP 5649 Kansas
East side of Green 15th and 16th Streets
in an area between

CASE NO. _____

FILED _____

APPLICATION FOR VARIANCE

- I. Name of Applicant Wichita Family Child Care, Inc.
Mailing Address 1642 North Kansas ⁶⁷²¹⁴ Phone 244-6795
Name of Authorized Agent Henry Burlingame, Jr.
Mailing Address 1642 North Kansas Phone 244-1228
Relationship of applicant to property is that of lessee Partition
(Owner, Tenant, Lessee, Other) family day care purposes, non com-
munity service not for profit.

- II. The variance requested is to reduce the required 20 foot
front yard setback to 0 feet for off-street parking
purposes only

for property located 1642 North Kansas

Wichita, Kansas 67214
and legally described as: lots 56, 58, 60 and 62,
Block 4, Kansas Addition, Sedgwick
County, Kansas.

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

- III. The applicant herein, or his authorized agent, acknowledges:
- That he has received an instruction sheet concerning the filing and hearing of this matter; yes
 - That he has been advised of the fee requirements established by Section 2.12.580 of the Code of the City of Wichita (Ordinance No. 24-606); and that the appropriate fee is herewith tendered; yes, But waived by the Board
 - 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. yes
 - That all documents are attached hereto as noted in paragraphs 2, 3, 4, and 5 of the instructions. yes

Wichita Family Child Care, Inc.
Applicant

Henry Burlingame, Jr.
Authorized Agent

OFFICE USE ONLY: Received in office of Secretary, Board of Zoning Appeals 245 (a.m. - P.M.), 1-24 1977 together with appropriate fee of \$50.00.

Filing fee previously waived by the Board.

T9-402

Site plan will be accepted late - applicant is working with Traffic Engineering on it

Larry Dobson
Signed

VARIANCES

The board may authorize in specific cases a variance from the specific terms of Title 28 which will not be contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of Title 28 will, in an individual case, result in unnecessary hardship, and provided that the spirit of Title 28 shall be observed, public safety and welfare secured, and substantial justice done. Such variance shall not permit any use not permitted by Title 28 (zoning ordinance) in such zoning district. A request for a variance may be granted upon a finding by the board that all of the following conditions have been met:

1. That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant. *The variance requested is unique and does arise from actions of the owner not*
2. That the granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents. *Granting of this request will not affect the rights of adjacent property owners.*
3. That the strict application of the provisions of Title 28 of which variance is requested will constitute unnecessary hardship upon the property owner represented in the application. *The property owner have spent several thousand dollars trying to make this conform a*
4. That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare; and *reality.*
5. That granting the variance desired will not be opposed to the general spirit and intent of Title 28 (zoning ordinance). *Yes.*

→ These five conditions should be addressed in your statement

35% COTTON
EXCESSIVE
BY

OWNERSHIP LIST

Lot	Block	Addition	Property Owner
45	3	Kansas Addition	<i>not in phone book - not in SD</i> <i>refer to CD</i> Galilee Holiness Church of God in Christ Address Unknown
W90' 46	3	Same	<i>not in phone book - not in SD</i> <i>not in CD</i> Roosevelt T. Williams Address Unknown
E50' 46	3	Same	David Wilson & Jonnie Mae 1810 East 16th St. 67214
W90' 47	5	Same	Robert L. Jordan & Clarice 1236 Cleveland 67214
W90' 49	5	Same	Same
E65' 47	5	Same	Administrator of Veterans Affairs 5500 East Kellogg 67218
E65' 49	5	Same	Same
E65' 51	5	Same	Same
E65' 53	5	Same	Same
W90' 51	5	Same	Same
W90' 53	5	Same	Same
55	5	Same	Mattie Williams 2501 East Douglas Apt. 1 67211
57	5	Same	Same
59	5	Same	Same
61	5	Same	Luria Mae Riddle & William 4750 N. Battin 67220
63	5	Same	Same
65	5	Same	Same
67	5	Same	Same
69	5	Same	Same
71	5	Same	Irving U. Harris & Olive B. 2425 East 13th 67214
73	5	Same	Same
75	5	Same	Same

Lot	Block	Addition	Property Owner
47	6	Kansas Addition	✓ Wilbur Peters & Lillie A. 1665 N. Minneapolis 67214
49	6	Same	Same
51	6	Same	✓ Mary E. Johnson 5524 W. Elm 67212
53	6	Same	Same
55	6	Same	Same
57	6	Same	Same
59	6	Same	<i>not in phone book - not in SD</i> <i>not in CD</i> Henry Lee Freow Sr. and Gwendolyn Joyce Freow Address Unknown
61	6	Same	Same
63	6	Same	✓ Administrator of Veterans Affairs 5500 East Kellogg 67218
65	6	Same	Same
67	6	Same	✓ American Landmark Corp. 838 S. Edgemoor 67218
69	6	Same	Same
71	6	Same	✓ Andrew J. Griffin & Bernice 1625 N. Minneapolis 67214
73	6	Same	Same
75	6	Same	Same
77	6	Same	Same

25% COTTON
EXCISE FREE
FOR R

Lot	Block	Addition	Property Owner
77	5	Kansas Addition	Irving U. Harris & Olive B. 2425 East 13th 67214
E50' 48	6	Same	L. B. Scruggs & Sarah J. Scruggs 2600 N. Grove 67219
E50' 50	6	Same	Same
E50' 52	6	Same	Same
E50' 54	6	Same	Same
W90' 48	6	Same	Arthur D. Maples & Goldie M. 2511 East 21st 67214
W90' 50	6	Same	Same
W90' 52	6	Same	Elroy Kelly 1650 N. Kansas 67214
W90' 54	6	Same	Same
56 SEE SUPPLEMENT 58	6	Same	Henry Burleigh & Zelma Faye 1642 N. Kansas 67214
60	6	Same	Same
62	6	Same	Same
64	6	Same	Raymond Gross & Bernice 1636 N. Kansas 67214
66	6	Same	Same
68	6	Same	Mellon W. Hunt & Helen W. 1445 N. Green 67214 <i>red. 3-3-75</i>
70	6	Same	Same
72	6	Same	Edgar Littleton Jr. 1912 N. Madison 67214
74	6	Same	Same
76	6	Same	Raymond Gross & Bernice 1636 N. Kansas 67214
78	6	Same	Same

Lot Block Addition
56 6 Kansas Addition

Property Owner

Leslie M. Broyles

Address Unknown

Rt 2 ATLANTA, KS.

67008

Order No. 225222



The Security Abstract & Title Company, Inc., hereby certifies the foregoing to be a true and correct list of property owners of:

A 200 foot radius of: Lots 58, 60 and 62,
Block 6, Kansas Addition, Sedgwick County,
Kansas

as shown by the records on file in the Office of the Register of Deeds of Sedgwick County, Kansas, on this 28th day of May, 1975 at 7:00 o'clock A.M.

THE SECURITY ABSTRACT & TITLE COMPANY, INC.

By

Acst John Ryan
Vice President

Order No. 225222
wh

Ownership List No. 225222 is hereby extended to the 17th day of January, 1977 at 7:00 A.M. The following are the changes in ownership and additional owners necessary with the addition of Lot 56, Block 6, Kansas Addition, to the 200 foot radius.

Lot	Block	Addition	Property Owner
43	4	Kansas Addition	✓ Finney Properties 1725 N. Kansas 67214
45	4	Same	Same
43	3	Same	Galilee Holiness Church of God in Christ Address Unknown
W90' 44	3	Same	<i>not in phone book under Willella</i> D Roosevelt T. Williams & Willella Address Unknown <i>1802 C. 16th</i>
E50' 44	3	Same	D David Wilson & Jonnie Mae 1810 East 16th St. 67214
68	6	Same	<i>not in CD</i> <i>not in phone book</i> <i>not in SD</i> Helen Hunt Manuel and Carol Hunt Stafford, Address Unknown <i>not in phone book</i>
70	6	Same	Same <i>1732 Windsor street</i>
72	6	Same	✓ M. A. Jacobs 1806 S. Seneca 67213
74	6	Same	Same
63	6	Same	<i>not in phone book</i> Roslyn Davis Roberts <i>not in CD</i> Address Unknown <i>not in SD</i>
65	6	Same	Same

THE SECURITY ABSTRACT & TITLE COMPANY, INC.

By

Mary Gable
Vice President

Order No. 246333
wh

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

Roll # 1