

WICHITA-SEDGWICK COUNTY

DATE

March 5, 1980

METROPOLITAN AREA PLANNING DEPARTMENT

✓Dean Sellers, Acting City Engineer
Robert B. Feldner, Superintendent of Central Inspection
Paul B. Graves, Traffic Engineer
Paul Johnston, Flood Control Engineer

TO

FROM

Jack H. Galbraith, Chief Planner

SUBJECT

Proposed Amendment to DP-76 - GARDNERS RIVERLAWN Commercial C.U.P. - Generally located on the north side of 21st Street North, in an area between Coolidge and Amidon.

We have received an application proposing an amendment to the permitted uses for Parcel 2 of the above captioned C.U.P. The change is from a filling station to a liquor store. Setbacks, coverage, access, etc., is to remain as originally approved.

The only potential problem area I see at this time involves the contingent dedications. If they are not needed at this time, we may wish to delete General Provision #9a. This would allow the City to acquire the dedication at such time that funds are available for intersection improvements.

I would appreciate receiving any comments you might have regarding this C.U.P. by March 12, 1980.

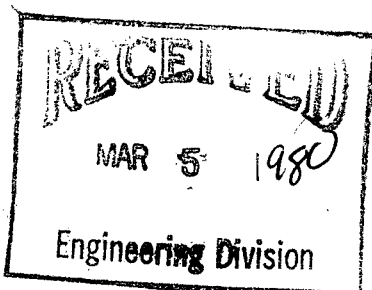


Jack H. Galbraith
Chief Planner

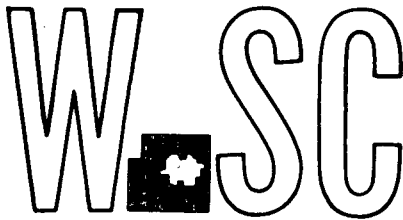
JHG:ADC:el

Attachment

*In lieu of dedication of R/W today,
I suggest obtaining 40 ft of Access Control
both directions from the intersection and
closing the drives at the intersection.*

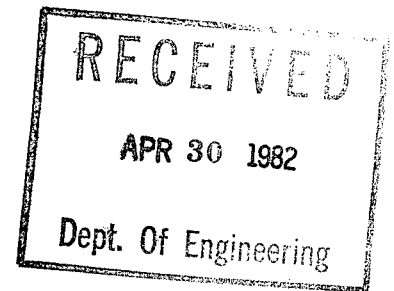


WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

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



April 29, 1982

Amidon Plaza, Inc.
c/o Forrest Werick
601 N. Broadway
Wichita, Ks. 67214

Re: Letter of credit guaranteeing the closure of the two drive approaches nearest to the 21st Street North and Amidon intersection on Parcel 2 of Gardner Riverlawn Community Unit Plan (DP-76) (Credit Number 737).

Dear Mr. Werick:

Amidon Plaza's letter of credit from Fourth National Bank and Trust Company in the amount of \$2,000.00 guaranteeing the above-referenced improvements is nearing maturity. The terms of the guarantee reference a completion date of May 1, 1982. A recent field check of the site has verified that, as of this date, the work has not been completed.

This letter acts to remind you of Amidon Plaza's agreement to close the driveways. If the driveways are not closed by June 1, 1982, we have no choice but to collect on the guarantee and initiate the process necessary for the City to complete the work.

Should you have any questions about this matter, please do not hesitate to call me at 268-4421. I have attached a copy of your letter of credit for your reference and information.

Sincerely,


Forrest L. Nagley
Junior Planner

FLN:bh

Attachments:

cc: Mike Lindebak, Program Development Engineer, City Engineering
Marilyn B. Pauly, Assistant Vice-President, 4th National Bank
and Trust, 100 N. Broadway, 67202

mf

IRREVOCABLE LETTER OF CREDIT
FOURTH NATIONAL BANK & TRUST CO., WICHITA
WICHITA, KANSAS
(Name and address of bank)

for DP-76
file

Date: May 1, 1980

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 2,000.00 for the account of Amidon Plaza, Inc.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before May 1, 1982 (6)
(Insert date two years from MAPC approval of plat)

1. Close the two entrances closest to the intersection of 21st Street North and Amidon.
- 2.
- 3.

in Gardner's Riverlawn, City of Wichita, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under Fourth National Bank and Trust Co., Wichita Letter of Credit No. 737, dated 5-1-80,
(Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of ~~THIS~~ credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before July 1, 1982
(insert a date at least 60 days after the date on line 6)

Very truly yours,
Fourth National Bank & Tr. Co., Wichita
Wichita, Kansas
(Name of bank)

(CORPORATE SEAL)

By: Martin B. Pauliv
MARTIN B. PAULIV, ASST. VICE PRESIDENT