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**AGREEMENT
CONCERNING THE DEVELOPMENT
OF THE ELK CREEK 3RD
TO THE CITY OF BEL AIRE, KANSAS**

This agreement is made and entered into by and between {INSERT FIRST PARTY TO BE BOUND BY THIS AGREEMENT}, a Kansas Company, {INSERT SECOND PARTY TO BE BOUND BY THIS AGREEMENT}, a Kansas Company, and {INSERT THIRD PARTY TO BE BOUND BY THIS AGREEMENT}, a Kansas Company, all jointly hereinafter referred to as "DEVELOPER", and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Developer desires platting by the City of a tract of land more fully described below and herein referred to as the ELK CREEK 3rd Addition to the City of Bel Aire, Kansas; and

WHEREAS, the City is willing to consider platting of said ELK CREEK 3RD Addition;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Developer and the City agree as follows:

PURPOSE. This agreement is necessary to address certain financial, infrastructure and drainage conditions arising from the platting process prior to final plat approval, and as such, is a condition precedent to final consideration by the City of the Developer's request for approval of the final plat on a tract of land more fully described below and herein referred to as the ELK CREEK 3RD Addition to the City of Bel Aire, Kansas. Additionally, the Developer's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits in association with such property. Finally, the Developer shall strictly observe and comply with all regulations, resolutions, policies, and ordinances of the City and Sedgwick County, and all statutes and laws of the State of Kansas and of the United States.

LEGAL DESCRIPTION. The tract of land herein referred to as the ELK CREEK 3RD Addition to the City of Bel Aire, Kansas has the following pre-platting legal description, to-wit:

Legal Description as defined by Plat which is attached hereto as Attachment A, and incorporated herein.

INFRASTRUCTURE INSTALLATION. Installation of all improvements shall be in

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compliance with requirements of all applicable federal, state and local legislation, codes, and regulations, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. The City shall perform the engineering design, construction and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the ELK CREEK 3RD Addition to the City of Bel Aire, Kansas all of which improvements are to be dedicated to, owned by, and maintained by the City. Said improvements shall be installed on city owned property or within public right of ways or easements. The Developer shall reimburse the City for the actual costs of the engineering design, construction and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the ELK CREEK 3RD Addition to the City of Bel Aire, Kansas unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas. For any costs of improvement not paid as set forth above, the Developer shall pay one hundred percent (100%) of the cost of the improvements, unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government.

The Developer shall dedicate necessary public right of ways and easements, and install, or cause to be installed all improvements necessary for the platting and development of the tract of land herein referred to as the ELK CREEK 3RD Addition to the City of Bel Aire, Kansas. Said improvements include, but are not limited to streets, curb, gutter, street signs, storm water system, sidewalks, water distribution system, sanitary sewer lines, corner pins, driveways and utilities. The Developer shall indemnify and hold harmless the City from any liability from damages that may occur during construction.

Whenever existing sanitary or storm water sewers, water lines, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipe lines or transmission lines are required to be installed, lowered, encased, or relocated due to the subdivision or construction improvements required, whether known or unknown at time of platting approval, the Developer shall pay one hundred percent (100%) of the cost of such modification to existing improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government. The Developer shall indemnify and hold harmless the City from any liability from damages that may occur during construction or modification of existing improvements. Additionally, the Developer will be responsible for any adjustment if site grading covers manhole covers.

DRAINAGE. The developer must follow all National Pollution Discharge Elimination System (NPDES) and City of Bel Aire Standards for erosion and sediment control on site.

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The ultimate effect of increased drainage from platted property on surrounding property must be addressed as part of the platting process. The Developer shall prepare a storm drainage plan which shall address the effect of increased drainage, meet City specifications. City Engineer shall review the draft drainage plan, and make such modifications as deemed necessary and appropriate. Upon acceptance of such modifications by Developer, the City Engineer shall approve said finalized storm drainage plan. The Developer shall install, or cause to be installed, the improvements pursuant to the approved drainage plan.

The drainage plan shall be included in the Home Owner's Association Covenants detailing all maintenance and inspection requirements so as to provide adequate provisions to protect the master drainage plan engineered design that was approved by the City. Any representative of the City may request a copy of the inspection report to monitor compliance. The Maintenance Plan will include, but is not limited to the following provisions:

1. how to initiate the process,
2. how and what to inspect,
3. how to correct problems that are discovered,
4. all records to be kept and by whom.

The Developer shall maintain master drainage plan throughout the development stage for each parcel, by providing grass and installing landscape to ensure the reduced yard requirements have no consequence to the drainage of the property.

ROADWAYS. The Developer shall install, or cause to be installed, according to the design standards of the City, a minimum twenty nine (29) foot back to back paved street with curb and gutter, on all Streets constructed within the ELK CREEK 3RD Addition to the City of Bel Aire, Kansas. The roads associated with the alternating of houses shall be Indian Oak and Turquoise Trail.

Street signs shall be installed at such location(s), and of such type and size as shall be approved by the Governing Body, giving due regard to the prevailing type, size and pattern of location utilized throughout the area.

Vehicle access to the tract of land herein referred to as the ELK CREEK 3RD Addition to the City of Bel Aire, Kansas shall be limited to temporary entry point from 45th Street and Elk Creek Drive with a maximum of 1 (1) entrance from each roadway, as recommended by the Sedgwick County Fire Department for fire protection purposes and to allow for emergency vehicles. Traffic through Central Park Addition shall be limited to vehicles under 3 tons. All roadways must be kept free of construction debris and mud in conformance with the City's Stormwater Pollution Prevention Plan. Dust created during construction the must be controlled avoiding a nuisance for motorist and neighbors.

The Developer shall construct/install, or cause to be constructed/installed, according to the design standards of the City, and SCFD, within a time frame as determined by the Governing Body of City.

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SIDEWALKS. Shall be constructed by Developer in accordance with standards set by the City and shall incorporate the following conditions:

- 1) Sidewalks will be required to be installed in conformance with the ADA Accessibility Guidelines (ADAAG), and shall be handicap accessible.
- 2) Sidewalks will be installed so as to extend or complete connecting links in the sidewalk system.

SANITARY SEWER. The Developer shall petition the City to perform the engineering design review, construction and inspection of collection/transmission lines, not less than (8) inches in diameter, to transport sewage and discharge in the existing lift station to the North of the ELK CREEK 3RD addition. Said sewer main shall be dedicated to and owned and maintained by the City. Said collection/transmission lines, sewer main, and lift station shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted by the Developer or acquired as part of the construction project and dedicated by separate instrument. Each single family home shall have a separate sanitary sewer tap from the City main line. All Sanitary Sewer User Fees and Hook Up Fees are subject to City Ordinances.

WATER. The Developer shall petition the City to perform the engineering design, construction and inspection transmission water lines minimum (8) inches in diameter, to the municipal water supply system of the City of Bel Aire, Kansas. Said water transmission lines shall be dedicated to and owned and maintained by the City. The alternate looped system in cul-de-sacs if shown to be performing below standard result from the typical design else where in the city; the empirical design will be required or an alternate design approved by the city engineer. Said water transmission lines shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted by the Developer or acquired as part of the construction project and dedicated by separate instrument. Each single family home shall have a separate water tap from the City main line. All Water User Fees and Hook Up Fees are subject to City Ordinances.

FIRE HYDRANTS. The type and quality specified by City standards, but not less than the minimum standards of the National Board of Fire Underwriters, shall be provided and connected to municipal type water supply system. Such hydrants shall be subject to inspection and approval of the applicable Fire Chief.

STREET LIGHTS. Upon petition by the Developer, the City shall request installation of necessary streetlights by Evergy. Wooden light poles are not permitted to be used, and City will have approval of type and style of light poles prior to installation.

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PARKING RESERVE OPEN SPACE. Parking Reserves _____ shall always remain at least 50% covered by grass and landscaping. Guest parking shall be installed to meet city standards.

SCREENING. Berms and screening may be installed at the north end of this development in a manner consistent with maximizing the value of both this development and any abutting developments. The costs of any such berms deemed necessary may be shared by any adjoining development in a manner consistent with the benefit to each development.

ATYPICAL LOT SIZE, LOT LINE, AND LOT LINE ENCROACHMENT. No lot shall be less than 50' wide by 90' deep, or less than 5,000 square feet, whichever is smaller. The master plan for side yard building set back as approved by the governing body will allow the main house structure foundation (concrete footing and slab on grade, no basement or window wells), to be constructed on one side yard property line, free of any platted easement and easements of public record. Typical building practices and approved architectural designs that meet the minimum building and fire codes shall be used to complete the house structure above grade, but at no point may the distance between houses be less than four (4) feet, such distance to be maintained from the ground to the sky. The opposite side yard shall be six (6) feet or more between the structure and the property line. The maximum encroachment of the abutting house wall and roof elements including guttering is two (2) feet. No exhaust openings in the wall shall be within 10' of the property line. Any changes to the building master plan will require review of the new plan by the governing body for approval.

MAINTENANCE OF RESERVES AND MAINTENANCE AGREEMENT. Developer and/or Homeowners' Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds and construction outside boundaries within COURTYARDS HOMES AT ELK CREEK as well as Reserves A and B of the Elk Creek Addition Plat, as well as the street right of way along Elk Creek Drive south of reserve A. Such maintenance agreement will be incorporated within the Developer's Agreement and the Restrictive Covenants.

The maintenance agreement will be provided to each property owner at the time of entering into a contract for sale.

Additional information to be included within the maintenance agreement shall be:

1. notification to property owners of their right to maintain their house structure encroaching and abutting upon other lots as constructed by the Developer.
2. information regarding each property owner's duty to notify abutting property owners of any construction action occurring within ten (10) feet of such abutting lot line including how to schedule the work to be completed in a

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- manner cognizant of the proximity of abutting properties, and how conflicts between property owners will be handled by the home owner's association,
3. information concerning other zero lot line issues relating to fence construction, and landscape.
 4. All accessory structures such as sheds, garages, play equipment shall be 10' from property lines or the minimum requirements of the current zoning code, whichever is more restrictive.

MISCELLANEOUS. A minimum pad height certification on each foundation after construction will be required by the city.

Any pond equalization costs shall be shared between the ELK CREEK 3RD HOA and the VILLAS AT ELK CREEK HOA. A cross lot drainage agreement must be filed with the city and the Sedgwick County Register of Deeds.

The Developer shall participate in providing necessary documentation to satisfy the finance provider for the City that the land retained by the City is equal to pre-platting of ELK CREEK 3RD, or an agreement between parties must be attained. Any improvements occurring within the ELK CREEK 3RD Addition made during the transition between plats are hereby required to adhere fully to this Agreement.

All lots covered by this Agreement shall be kept clean, shall not pond water, shall be mowed to a height not exceeding eight (8) inches, and shall comply with all applicable laws and regulations pertaining to erosion control.

The Developer must make mail delivery provisions for each household with the U.S. Postal Services.

While it is intended by the parties that the development will precede in compliance with this agreement and the existing plat of the ELK CREEK 3RD ADDITION to the City of Bel Aire nothing herein shall be construed to prohibit modifications as a result of the formal replatting process, and as part of the ongoing review process, as approved by all parties.

PERMITS. No construction shall commence on any portion of the tract of land herein referred to as the ELK CREEK 3RD ADDITION to the City of Bel Aire, Kansas without the Developer, or its designated builder, having first obtained the proper building and zoning permits from the City.

RECORDING. The Developer shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds. A copy of this Agreement showing said

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recording along with a copy of the recorded plat shall be furnished by the Developer to the general contractor before building permits are issued.

BINDING. The terms and conditions of this Agreement, as set forth herein, shall be binding upon the City and the Developer, their successors, heirs, representatives, trustees, and assigns.

THIS AGREEMENT is hereby executed on this _____ day of _____, 2012.

{NAME AND TITLE}
{INSERT CORPORATE NAME OF FIRST PARTY TO BE BOUND
BY THIS AGREEMENT}

{NAME AND TITLE}
{INSERT CORPORATE NAME OF SECOND PARTY TO BE
BOUND BY THIS AGREEMENT}

{NAME AND TITLE}
{INSERT CORPORATE NAME OF THIRD PARTY TO BE BOUND
BY THIS AGREEMENT}

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the _____ day of _____, 2022 and is hereby executed on this _____ day of _____, 2022.

MAYOR, Jim Benage

SEAL

ATTEST:

ACKNOWLEDGEMENTS

My Appointment Expires:_____

My Appointment Expires:_____

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Notary Public _____

SEAL

My Appointment Expires: _____

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2022, before me, a Notary Public, came Mr. Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the forging Agreement Concerning the Development of the _____ Addition to Bel Aire, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. Jim Benage, as the Mayor of Bel Aire, Kansas.

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NOTARY PUBLIC

My Appointment Expires: _____