

- 37 A. Sidewalks and sidewalk connections shall be installed where deemed necessary by the City
38 and shall be constructed to City specifications. Sidewalks shall be a minimum of 5 feet
39 wide and 6 inches thick.
40
- 41 B. That all public improvements whether constructed privately or by the City shall be in
42 accordance with City standards and approved by the City prior to construction.
43
- 44 C. Drainage ways, easements, reserves, road rights-of-way and other land not intended to be
45 developed shall not be included in any improvement district(s) liable for special
46 assessment.
47
- 48 2. That the Developers or subsequent owner shall coordinate with the City's utility department
49 for sewer and water service connections and shall pay the City all related fees as specified by
50 City Ordinance or Resolution.
51
- 52 3. That the Developers or subsequent owner shall ensure the installation of driveway approaches,
53 in accordance with City specifications, connecting the streets to driveways, and that the cost
54 of said driveway approaches shall be paid by the Developers or subsequent owner.
55
- 56 4. That the Developers shall ensure the setting of permanent survey corner markers at each corner
57 of each block and at all angle points in the Addition/Subdivision.
58
- 59 5. All temporary construction trailers shall be removed from the Addition/Subdivision when
60 construction of the proposed improvements in the immediate vicinity is completed.
61
- 62 6. The Developers or subsequent owner agree to indemnify and hold the City and its elected and
63 appointed officials, officers, administrators, and employees harmless against any and all loss
64 or damage arising from and not covered by special assessment financing, arising from the
65 development of the Addition/Subdivision, and includes reimbursement to the City of any
66 interest costs assessed to the City in the event of a delay in issuing bonds for any reason
67 (including litigation) between the time of the issuance of temporary notes and the sale of bonds.
68 The Developers obligation herein shall extend to and include the obligation to pay all special
69 assessments when due. The obligation shall survive the transfer of ownership and the developer
70 shall continue with their responsibilities to each lot within the development, until such time as
71 said lot has been fully developed by the construction of a building or buildings.
72
- 73 7. Developers covenants and agrees, as a condition precedent to the construction or financing of
74 any public water facilities, that the Addition/Subdivision shall be served by the City for public
75 water and that any and all things necessary to allow such service (including the removal or

76 withdrawal from any rural water district territory) have been accomplished and are completed.
77 Developers indemnifies the City for any costs associated with its failure to honor this covenant.
78

79 8. All temporary construction facilities must be removed when construction of buildings and
80 improvements to the Addition/Subdivision are completed.
81

82 9. The Developers shall ensure that:
83

84 A. A Homeowners Association is formed and owns and maintains all Common Areas or
85 Reserves, Screening Walls or Landscaping, and common or shared parking areas. Upon the
86 failure of the Homeowners Association to properly and adequately maintain any part of the
87 Common Areas or Reserves, Screening Walls or Landscaping, within the development, or
88 the common or shared parking areas, the City may serve notice on the Homeowners
89 Association of its failure to so maintain, setting out the manner in which it has failed to
90 perform, and granting it ten (10) days within which to perform all of the items designated
91 in said notice. After said ten (10) days the City may, at its option, enter upon the property
92 to perform the work prescribed in said notice of deficiency, and the cost of such work
93 performed by the City shall be assessed against the property in the same manner as
94 provided by law for like assessments, and said assessment shall be established as a lien,
95 equally per lot, upon all the lots within the Addition/Subdivision.
96

97 B. All lots covered by this Agreement while in the Developers ownership shall be kept clean
98 and mowed to a height of ten (10) inches or less.
99

100 C. Common Areas or Reserves are to be deeded to the Homeowners Association. Use of all
101 Common Areas or Reserves will be restricted as noted in the body of the recorded plat.
102 Subsequent transfers of the Common Areas or Reserves to third parties other than the
103 Home/Lot Owner's Association require written approval and release by the City.
104

105 D. Developers or subsequent owner will be responsible for any adjustment necessary if site
106 grading covers manholes, valve boxes or other public infrastructure necessary to maintain,
107 operate, or provide access to public infrastructure.
108

109 E. Developers will ensure compliance with the National Pollution Discharge Elimination
110 System (NPDES) guidelines and develop a Storm Water Pollution Prevention Plan
111 (SWPPP).
112

113 F. Developers or subsequent owner will maintain erosion / sediment control measures and
114 perform storm sewer maintenance for a period as required by NPDES Permit and SWPPP,
115 until all construction has ceased and permanent vegetation has been established.

116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155

G. Developers will construct and maintain drainage improvements to the elevations, grades, and lines established in the final drainage plan approved by and on file with the City.

H. Developers or subsequent owners shall install signage at entrance points to the development which shall be a minimum of six (6) square feet, and shall have a single color with clearly legible text in a contrasting color that state the following:

- i. Properties within this Addition/Subdivision are subject to one or more special assessments to recover costs incurred by the City in connection with installation of public improvements to serve this Addition/Subdivision. For more information on special assessments, ask your builder or real estate agent.

10. The Developers shall strictly observe and comply with all policies, regulations, resolutions, and ordinances of the City and Sedgwick County, all laws and statutes of the State of Kansas and of the United States. Any of the following acts or omissions occurring while the Developers or any designed builder is in title to the offending lot or lots, shall constitute a material breach of this agreement:

A. Failure to strictly comply with and observe zoning classifications and regulations;

B. Failure to pay any sewer hook-up fee when required by ordinance;

C. Failure to set permanent survey corner markers at each corner of each block and at all angle points in the Addition/Subdivision;

D. Failure to maintain vegetation to a height of ten (10) inches or less, and otherwise comply with Title 8 of the Bel Aire Municipal Code;

E. Failure to install approaches, in accordance with City specifications, connecting the street to driveways;

F. Failure to construct or maintain drainage improvements to the elevations, grades, and lines established in the final drainage plan approved by and on file with the City;

G. Failure to obtain any required permit(s) prior to commencing construction;

Provided, that the City may, at its sole discretion, determine any other breach of this Agreement to be a material breach subject to enforcement pursuant to Article IX hereof.

156 11. In the event of any material breach of this Agreement by the Developers, any subsequent
157 owner, or their Designated Builder, the City may withhold building permits, occupancy permits
158 for structures located within the Addition/Subdivision, or other approvals until such time as
159 the breach is cured. In addition, the City may seek specific performance of this Agreement or
160 any other remedy available at law or in equity.

161
162 12. The Developers agree to assume responsibility to see that all original purchasers of lots in the
163 Addition/Subdivision receive a copy of this Agreement, a copy of the Restrictive Covenants,
164 and a written statement, with language similar to Paragraph VII(h) above, notifying purchasers
165 that the property may be subject to current and future assessments at the time of purchase.
166

167 13. Once public infrastructure is installed by the City, the Developers shall be responsible for any
168 damage caused by home builders or subcontractors. This includes, but is not limited to:

- 169
- 170 A. Curbs
- 171 B. Sidewalks
- 172 C. Meter Boxes
- 173 D. Hydrants
- 174 E. Manholes
- 175 F. Streets
- 176 G. Valve Boxes
- 177 H. Other related infrastructure

178
179 The City will notify the Developers within thirty (30) days of identifying damage. The City
180 Engineer or designee is responsible for coordinating repairs with builders and subcontractors,
181 using only City-approved contractors. All repairs must be reviewed and inspected by the City.
182 If repairs are not completed within thirty (30) days of notification, the City may hire a third-
183 party contractor to complete the repairs, with all costs invoiced directly to the Developers.
184

185 14. The Developers will file this Agreement once approved by the City of Bel Aire's Governing
186 Body, with the Sedgwick County Register of Deeds, at the Developers expense. A file-stamped
187 copy of this Agreement showing the recording information along with a copy of the recorded
188 plat, shall be furnished to the City before building permits are issued.

189
190 15. The terms and conditions set forth herein shall run with the land and the obligations will
191 transfer and be binding upon the heirs, personal representatives, trustees, successors, executors,
192 grantees, and assigns of the parties hereto and may be amended only by written instrument
193 executed by all parties hereto.
194

195 16. The Developers hereby represent they are aware of, and shall always comply with, the policies
196 of the City applicable to the improvements contemplated under the terms of this Agreement,
197 City ordinances applicable to such matters, and the City’s Addition/Subdivision Regulations
198 and Zoning Code. Nothing herein shall be construed to grant to the Developers either, directly
199 or indirectly, a variance or departure from such ordinances, policies, and regulations. Any
200 waiver of the required improvements or guarantees for their installation may be made only by
201 the applicable Governing Body upon a showing by the Developers that such improvements are
202 not technically feasible or necessary.

203
204 17. This Agreement will be governed by and construed in accordance with the laws of the State of
205 Kansas. Any lawsuit arising from this Agreement must be brought in a court of competent
206 jurisdiction in a court of law located in Sedgwick County, Kansas.

207
208 18. In addition to all remedies available by law to enforce this Agreement, the City may delay
209 the approval of next steps of the process of financing and constructing the Public
210 Improvements until the Developers are complying with the terms of this Agreement by for
211 example, but not limited to, not improvement petitions, letters of credit, construction contracts
212 to construct the Public Improvements, issuance of building permits, issuance of temporary
213 notes, etc. In addition to the above remedies, if the Developers fail to comply with the terms
214 of this Agreement, after receiving written notice of non-compliance from the City, the City or
215 a third-party contractor hired by the City, may bring the Addition/Subdivision into compliance.
216 The City may thereafter invoice the Developers for the cost incurred by the City to bring the
217 Addition/Subdivision into compliance. The Developers shall pay to the City the amount of the
218 invoice within thirty (30) days of receipt of the invoice. If the Developers fails to pay the full
219 amount of the invoice the Developers will be deemed in breach of this Agreement and the City
220 may thereafter enforce this breach in a court of law.

221
222 19. The Effective Date of this Agreement is the date first written above.

223
224
225
226 [Remainder of this page intentionally left blank]
227
228
229
230

231 ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 6th day of January,
232 2026.

233
234 Signed by the Mayor on this _____ day of January, 2026.

235
236 CITY OF BEL AIRE, KANSAS (CITY)

237
238
239 _____
240 Jim Benage, Mayor

241
242 ATTEST: APPROVED AS TO FORM:

243
244
245 _____
246 Melissa Krehbiel, City Clerk Maria A. Schrock, City Attorney

247
248
249 STATE OF KANSAS)
250) ss:
251 COUNTY OF SEDGWICK)
252

253 BE IT REMEMBERED, that on the _____ day of _____, 2026, before me, the
254 undersigned, a Notary Public, came Jim Benage, Mayor of the City of Bel Aire, Kansas, to me
255 known to be the same person who executed the foregoing instrument of writing and such person
256 duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of
257 the City.

258 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
259 seal, the day and year last above written.

260
261 _____
262 Notary Public

263 My Appointment Expires: _____

264 SIGNED by Property Owner on this _____ day of _____, 2025.

265

266

267 53RD & OLIVER, LLC.

268 (PROPERTY OWNER)

269

270

271

272

Jay W. Russell, Manager

274

275

276

277 STATE OF KANSAS)

278) ss:

279 COUNTY OF SEDGWICK)

280

281 BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the
282 undersigned, a Notary Public, came Jay W. Russell, Manager of 53rd & Oliver, LLC., to me known
283 to be the same person who executed the foregoing instrument of writing and such person duly
284 acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the
285 Kansas limited liability company.

286 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
287 seal, the day and year last above written.

288

289

Notary Public

290

291 My Appointment Expires: _____

292

293

294

295

296

297

298

EXHIBIT A

299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322

That part of the Northeast Quarter of Section 24, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the northeast corner of said Northeast Quarter; FIRST COURSE, thence S00°57'14"E, (basis of bearings, east line of said Northeast Quarter as platted in Chapel Landing, Bel Aire, Sedgwick County, Kansas), coincident with the east line of said Northeast Quarter, a distance of 95.19 feet to the intersection with the southeast line of an Enbridge Pipeline (KPC) Amendment of Right of Way Contract described and recorded in the Office of the Sedgwick County Register of Deeds in DOC.#/FLM-PG: 28860053 and the southeast line of a ConocoPhillips Amendment of Right-of-Way Agreement described and recorded in the Office of the Sedgwick County Register of Deeds in DOC.#/FLM-PG: 28883860, (hereinafter referred to as Pipeline Rights-of-Way), and for a Point of Beginning; SECOND COURSE, thence S63° 20'55"W coincident with the southeast line of said Pipeline Rights-of-Way, a distance of 998.47 feet to the most northerly northeast corner of Reserve "X" as platted in Chapel Landing, Bel Aire, Sedgwick County, Kansas; THIRD COURSE, thence S23° 29'15"W coincident with the southeast line of said Reserve "X", a distance of 207.14 feet; FOURTH COURSE, thence S20° 26'47"E coincident with the east line of said Reserve "X", a distance of 907.42 feet; FIFTH COURSE, thence S55°36'14"E coincident with the east line of said Reserve "X", 171.69 feet; SIXTH COURSE, thence N89°14'20"E coincident with the southerly most north line of said Reserve "X", 542.61 feet to a point in the east line of said Northeast Quarter; SEVENTH COURSE, thence N00°57'14"W coincident with the east line of said Northeast Quarter, 1578.11 feet to the Point of Beginning, subject to a 50.00 foot road right-of-way lying west of and abutting the east line of said Northeast Quarter.