

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
OF CHAPEL LANDING 7TH AND RESERVE “A”, BRISTOL HOLLOWES,  
AN ADDITION TO BEL AIRE, SEDGWICK COUNTY, KANSAS**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter the “First Amendment”) is made and entered into this 3<sup>rd</sup> day of February 2026, by and between the City of Bel Aire, Kansas, a municipal corporation, (hereinafter the “City”) and 53<sup>RD</sup> & Oliver, LLC., a Kansas limited liability company, (hereinafter the “Developer”). The City and the Developer are collectively referred to as the “Parties” and each as a “Party.”

**RECITALS**

WHEREAS, the Parties entered into a Development Agreement dated July 2, 2024, (hereinafter the “Original Development Agreement”). The Parties now desire to enter into this First Amendment to amend the Original Development Agreement. The Original Development Agreement is hereby amended by this First Amendment, (hereinafter the “Agreement”).

WHEREAS, the Developer desires an amendment to the development agreement by the City regarding a tract of land referred to as Chapel Landing 7<sup>th</sup> Addition (hereinafter “Addition/Subdivision”) is described below; and

Lots 1 through 11, Block A, and Lots 1 through 31, Block B,  
Chapel Landing 7<sup>th</sup>, an Addition to Bel Aire, Sedgwick County, Kansas.

WHEREAS, the Developer rescinds the Water Petition previously submitted and approved by the City under Resolution No. R-2024-25. Instead, Developer shall perform the engineering design, construction and inspection of the water mains necessary for the development of the Addition/Subdivision, which said improvements shall be dedicated to and owned by the City; and

WHEREAS, said improvements shall be designed and constructed to meet all City and State requirements for the construction and installation of water mains and have design plans reviewed and approved by the City Engineer and the Kansas Department of Health and Environment (KDHE) prior to construction. The City Engineer shall review and approve inspection documentation prior to the City accepting the dedication of the water system; and

WHEREAS, the Developer shall reimburse the City for the actual costs of the engineering design, construction, and inspection of the sanitary sewer mains, storm water systems and paving improvements necessary for the platting and development of the Addition/Subdivision; and

WHEREAS, the Developer shall perform the engineering design, construction, and inspection of transmission water lines minimum (8) inches in diameter, to the municipal water supply system of the City, per the guidelines and standards of the City and State. At completion, said water transmission lines shall be dedicated to, owned, and maintained by the City. Lines shall be designed to loop. Said water transmission lines shall be installed within street right-of-way or dedicated easements; and

WHEREAS, the Developer shall be responsible for the design and construction of the water facilities. The City shall be responsible for the design and construction of streets, sanitary sewer, and storm water drainage for Addition/Subdivision, including excavation, storm sewers and detention ponds, the costs for which shall be spread as special assessments against the Addition/Subdivision per lot, but not for three (3) years, or the year 2028, whichever is earlier; and

WHEREAS, the City desires to assure uniform compliance with design standards, implementation of the Subdivision Regulations, policies, and specifications, standards of the City.

NOW, THEREFORE, concurrently with said approval and as a consideration of said approval, the Parties hereto do hereby agree as follows.

PURPOSE: This Agreement is necessary to amend certain financial and infrastructure conditions arising from the Developer's request to change the way the infrastructure is financed. Approval of this Agreement is a condition precedent to final consideration by the City of the Developer's request to amend the original Development Agreement regarding a tract of land more fully described below.

Specifically, this Agreement is to assure that necessary improvements are in place to support development of the Addition/Subdivision. Therefore, 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 for development on said property. The Developer shall strictly observe and comply with the terms of this Agreement, 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.

ADDITION/SUBDIVISION LEGAL DESCRIPTION: The Addition/Subdivision has the following legal description, to-wit:

**See attached Exhibit A for legal description.**

1. The City will install drainage systems, sanitary sewers, sidewalks, streets, and other public improvements upon request of the Developer and approval of the Governing Body. Such improvements to be assessed against the Addition/Subdivision or other appropriate

improvement districts as provided in the authorizing resolution, in Bel Aire, Sedgwick County, Kansas.

- A. Sidewalks and sidewalk connections shall be installed where deemed necessary by the City and shall be constructed to City specifications. Sidewalks shall be a minimum of 5 feet wide and 6 inches thick.
  - B. That all public improvements whether constructed privately or by the City shall be in accordance with City standards and approved by the City prior to construction.
  - C. Drainage ways, easements, reserves, road rights-of-way and other land not intended to be developed shall not be included in any improvement district(s) liable for special assessment.
2. That the Developer or subsequent owner shall coordinate with the City's utility department for sewer and water service connections and shall pay the City all related fees as specified by City Code, Ordinance or Resolution.
  3. That the Developer or subsequent owner shall ensure the installation of driveway approaches, in accordance with City specifications, connecting the streets to driveways, and that the cost of said driveway approaches shall be paid by the Developer or subsequent owner.
  4. That the Developer shall ensure the setting of permanent survey corner markers at each corner of each block and at all angle points in the Addition/Subdivision.
  5. All temporary construction trailers shall be removed from the Addition/Subdivision when construction of the proposed improvements in the immediate vicinity is completed.
  6. The Developer or subsequent owner agree to indemnify and hold the City and its elected and appointed officials, officers, administrators, and employees harmless against any and all loss or damage arising from and not covered by special assessment financing, arising from the development of the Addition/Subdivision, and includes reimbursement to the City of any interest costs assessed to the City in the event of a delay in issuing bonds for any reason (including litigation) between the time of the issuance of temporary notes and the sale of bonds. The Developer's obligation herein shall extend to and include the obligation to pay all special assessments when due. The obligation shall survive the transfer of ownership, and the Developer shall continue with their responsibilities to each lot within the development, until such time as said lot has been fully developed by the construction of a building or buildings.

7. Developer covenants and agrees, as a condition precedent to the construction or financing of any public water facilities, that the Addition/Subdivision shall be served by the City for public water and that any and all things necessary to allow such service (including the removal or withdrawal from any rural water district territory) have been accomplished and are completed. Developer indemnifies the City for any costs associated with its failure to honor this covenant.
8. All temporary construction facilities must be removed when construction of buildings and improvements to the Addition/Subdivision are completed.
9. The Developer shall ensure that:
  - A. A Homeowners Association is formed and owns and maintains all Common Areas/Reserves, and Reserves, Screening Walls, Landscaping, and common or shared parking areas. Upon the failure of the Homeowners Association to properly and adequately maintain any part of the Common Areas/Reserves, Screening Walls, and Landscaping, within the development, or the common or shared parking areas, the City may serve notice on the Homeowners Association of its failure to so maintain, setting out the manner in which it has failed to perform, and granting it ten (10) days within which to perform all of the items designated in said notice. After said ten (10) days the City may, at its option, enter upon the property to perform the work prescribed in said notice of deficiency, and the cost of such work performed by the City shall be assessed against the property in the same manner as provided by law for like assessments, and said assessment shall be established as a lien, equally per lot, upon all the lots within the Addition/Subdivision.
  - B. All lots covered by this Agreement while in the Developer's ownership shall be kept clean and mowed to a height of ten (10) inches or less.
  - C. Common Areas/Reserves are to be deeded to the Homeowners Association. Use of all Common Areas/Reserves will be restricted as noted in the body of the recorded plat. Subsequent transfers of the Common Areas/Reserves to third parties other than the Home/Lot Owner's Association require written approval and release by the City.
  - D. Developer or subsequent owner will be responsible for any adjustment necessary if site grading covers manholes, valve boxes or other public infrastructure necessary to maintain, operate, or provide access to public infrastructure.
  - E. Developer will ensure compliance with the National Pollution Discharge Elimination System (NPDES) guidelines and put into place a Storm Water Pollution Prevention Plan (SWPPP) approved by the State of Kansas.

- F. Developer or subsequent owner will maintain erosion / sediment control measures and perform storm sewer maintenance for a period as required by NPDES Permit and SWPPP, until all construction has ceased and permanent vegetation has been established. Failure to comply will result in additional enforcement in accordance with Stormwater Rules and Regulations, City Ordinances and State Law.
  - G. Developer 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. Developer 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 for at least forty (40) months from the date of acceptance of the paving project:
    - 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 Developer 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. Nothing herein shall be construed to grant to the Developer either directly or indirectly, a variance or departure from such policies, regulations, resolutions, and ordinances. Any of the following acts or omissions occurring while the Developer 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 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 11 hereof.

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

12. The Developer agrees to assume responsibility to see that all original purchasers of lots in the Addition/Subdivision receive a copy of this Agreement, a copy of the Restrictive Covenants, and a written statement, with language similar to Paragraph 9(H) above, notifying purchasers that the property may be subject to current and future assessments at the time of purchase.

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

- A. Curbs
- B. Hydrants
- C. Manholes
- D. Meter Boxes
- E. Sidewalks
- F. Streets
- G. Valve Boxes
- H. Other related infrastructure

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

14. The Developer will file this Agreement once approved by the City of Bel Aire's Governing Body, with the Sedgwick County Register of Deeds, at the Developer's expense. A file-stamped

copy of this Agreement showing the recording information along with a copy of the recorded plat, shall be furnished to the City before building permits are issued.

15. The terms and conditions set forth herein shall run with the land and the obligations will transfer and be binding upon the heirs, personal representatives, trustees, successors, executors, grantees, and assigns of the parties hereto and may be amended only by written instrument executed by all Parties hereto.
16. The Developer hereby represents they are aware of, and shall always comply with, the policies of the City applicable to the improvements contemplated under the terms of this Agreement, City ordinances applicable to such matters, and the City's Addition/Subdivision Regulations and Zoning Code. Nothing herein shall be construed to grant to the Developer either, directly or indirectly, a variance or departure from such ordinances, policies, and regulations. Any waiver of the required improvements or guarantees for their installation may be made only by the applicable Governing Body, upon a showing by the Developer that such improvements are not technically feasible or necessary.
17. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas. Any lawsuit arising from this Agreement must be brought in a court of competent jurisdiction in a court of law located in Sedgwick County, Kansas.
18. In addition to all remedies available by law to enforce this Agreement, the City may delay the approval of next steps of the process of financing and constructing the Public Improvements until the Developer complies with the terms of this Agreement by for example, but not limited to, not improvement petitions, letters of credit, construction contracts to construct the Public Improvements, issuance of building permits, issuance of temporary notes, etc. In addition to the above remedies, if the Developer fails to comply with the terms of this Agreement, after receiving written notice of non-compliance from the City, the City or a third-party contractor hired by the City, may bring the Addition/Subdivision into compliance. The City may thereafter invoice the Developer for the cost incurred by the City to bring the Addition/Subdivision into compliance. The Developer shall pay to the City the amount of the invoice within thirty (30) days of receipt of the invoice. If the Developer fails to pay the full amount of the invoice the Developer will be deemed in breach of this Agreement and the City may thereafter enforce this breach in a court of law.
19. The Effective Date of this Agreement is the date first written above.

20. Developer's Additional Agreements:

- A. The Developer rescinds the Water Petition previously submitted and approved by the City under Resolution No. R-2024-25. Instead, Developer shall perform the engineering design, construction and inspection of the water mains necessary for the platting and development of the Addition/Subdivision, which said improvements shall be dedicated to and owned by the City.
- B. Said improvements shall be designed and constructed to meet all City and State requirements for the construction and installation of water mains and have design plans reviewed and approved by the City Engineer and the Kansas Department of Health and Environment (KDHE) prior to construction. The City Engineer shall review and approve inspection documentation prior to the City accepting the dedication of the water system.
- C. The Developer shall reimburse the City for the actual costs of the engineering design, construction, and inspection of the sanitary sewer mains, storm water systems and paving improvements necessary for the platting and development of the Addition/Subdivision.
- D. The Developer shall perform the engineering design, construction, and inspection of transmission water lines minimum (8) inches in diameter, to the municipal water supply system of the City, per the guidelines and standards of the City and State. At completion, said water transmission lines shall be dedicated to, owned, and maintained by the City. Lines shall be designed to loop. Said water transmission lines shall be installed within street right-of-way or dedicated easements.
- E. The Developer shall be responsible for the design and construction of the water facilities. The City shall be responsible for the design and construction of streets, sanitary sewer, and storm water drainage for Addition/Subdivision, including excavation, storm sewers and detention ponds, the costs for which shall be spread as special assessments against the Addition/Subdivision per lot, but not for three (3) years, or the year 2028, whichever is earlier.
- F. The Developer agrees to and supports the construction of a multi-use path (off-road pathway designed for various non-motorized users like cyclists, joggers, pedestrians, wheelchair users) within the reserve over the pipeline easement and any other easements associated with the pipeline, and must not unreasonably withhold or delay any consent required under its control, subject to compliance with all applicable laws and easement requirements.

[Remainder of this page intentionally left blank]

ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 3<sup>rd</sup> day of February 2026.

Signed by the Mayor on this \_\_\_\_\_ day of February 2026.

CITY OF BEL AIRE, KANSAS (CITY)

\_\_\_\_\_  
Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Melissa Krehbiel, City Clerk

\_\_\_\_\_  
Maria A. Schrock, City Attorney

STATE OF KANSAS                    )  
  )  
COUNTY OF SEDGWICK            )        ss:

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

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

\_\_\_\_\_  
Notary Public

My Appointment Expires: \_\_\_\_\_



## EXHIBIT A

The tract of land herein referred to as Chapel Landing 7<sup>th</sup> Addition, Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

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: Beginning at the northeast corner of said Northeast Quarter; FIRST COURSE, thence  $S00^{\circ}57'14''E$  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); SECOND COURSE, thence  $S63^{\circ}20'55''W$  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 continuing  $S63^{\circ}20'55''W$  coincident with the southeast line of said Pipeline Rights-of-Way and coincident with the northwest line of said Reserve "X", a distance of 528.94 feet to the southeast corner of Reserve "II" as platted in said Chapel Landing; FOURTH COURSE, thence  $N20^{\circ}30'24''W$  coincident with the east line of said Reserve "II", a distance of 89.40 feet to the northeast corner of said Reserve "II", said northeast corner also being the southeast corner of Reserve "A", Bristol Hollows, City of Bel Aire, Sedgwick County, Kansas; FIFTH COURSE, thence continuing  $N20^{\circ}30'24''W$  coincident with the east line of said Reserve "A", a distance of 664.28 feet to the northeast corner of said Reserve "A"; SIXTH COURSE, thence  $N00^{\circ}30'24''E$ , a distance of 60.00 feet to the intersection with the north line of said Northeast Quarter; SEVENTH COURSE, thence  $N89^{\circ}29'36''E$  coincident with the north line of said Northeast Quarter, a distance of 1628.16 feet to the point of beginning, subject to a 30.00 foot road right-of-way lying south of and abutting the north line of said Northeast Quarter and a 50.00 foot road right-of-way lying west of and abutting the east line of said Northeast Quarter.