

AGREEMENT FOR PROFESSIONAL LAND ACQUISITION CONSULTING SERVICES

BY AND BETWEEN

CITY OF BEL AIRE, KANSAS

AND

SKEENS CONSULTING SERVICES

(45TH Street N. Reconstruction from Oliver Street to Woodlawn Ave.)

This Agreement, made and entered into this 21st day of July 2026, by and between the City of Bel Aire, Kansas, a Municipal Corporation, (hereinafter called “City”) and Allen Skeens d/b/a Skeens Consulting Services, whose principal office is at 13931 West 76th Circle, Lenexa, Kansas 66216, Telephone Number (913) 484-5342, (hereinafter called “Consultant”).

WHEREAS, the City desires to retain Consultant to provide professional land acquisition services in connection with municipal projects requiring the acquisition of real property, temporary or permanent construction easements, drainage easements, rights-of-way, or other property interests for the 45TH Street N. Reconstruction from Oliver Street to Woodlawn Ave. Project (hereinafter called “Project”).

NOW, THEREFORE, the parties hereto agree as follows:

1. PURPOSE

- A. The City will employ the Consultant to perform all necessary professional services described in Exhibit A in connection with land acquisition consulting services (hereinafter the “Services”) for the Project. The Consultant shall perform the Services to the City’s full satisfaction and in accordance with the Consultant’s Scope of Services and all other documents hereto and incorporated by reference herein as follows:

EXHIBIT A:	Consultant’s Scope of Services
EXHIBIT B:	Consultant’s Fee Table
EXHIBIT C:	Addendum
EXHIBIT D:	Overall Tract Maps
EXHIBIT E:	Individual Tract Maps
EXHIBIT F:	City’s Mandatory Contractual Provisions Attachment
EXHIBIT G:	City’s Mandatory Independent Contractor Addendum

2. THE CONSULTANT AGREES

- A. To provide the various technical and professional services, materials, equipment and transportation to perform the tasks as outlined in Exhibit A. Tracts requiring acquisition are identified on the attached tract maps. Pursuant to the Request for Statement of Qualifications (RFSQ) dated May 20, 2026, no changes in the number of tracts are expected but the number could fluctuate.

- B. To make available during regular office hours, all calculations, sketches, documents and drawings such as the City may wish to examine periodically during performance of this Agreement.
- C. To the extent allowed by law, to indemnify, keep and save harmless the City, its officials and employees against damages and judgments that may result from the Consultant's or its agents', officers' or employees' intentional or negligent acts, errors or omissions in connection with work performed under this Agreement arising from injury to persons, damage to property or other liability loss. The Consultant shall require all sub-consultants to indemnify, keep and save harmless the City in the same manner as is required of the Consultant in the Agreement.
- D. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by Consultant and, where relevant to method of payment, to make such material available at its office at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the City of its representatives.
- E. To comply with the requirements of all Exhibits, attached hereto and adopted by reference as though fully set forth herein.
- F. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used, and services rendered in connection with such work and as outlined in Exhibit A.
- G. To complete the services to be performed by Consultant within 90-120 days as described in Exhibit A; except that the Consultant shall not be responsible or held liable for delays occasioned by the actions or inactions of the City, or for other unavoidable delays beyond the control of the Consultant, including the delays of the General Contractor during the Construction Phase.
- H. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in City furnished information.
- I. Consultant shall procure and maintain such insurance as will protect the Consultant from damages resulting from the negligent acts of the Consultant, its officers and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$1,000,000 per occurrence. In addition, Consultant will procure and maintain a Workers' Compensation and Employer's Liability Policy that covers claims for injury, disease or death

of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the Workers' Compensation Law. The liability limit shall be not less than:

Workers' Compensation:	Statutory
Employer's Liability:	\$1,000,000 each occurrence

Further, a Commercial General Liability policy shall be procured and maintained by the Consultant that shall be written in a comprehensive form and shall protect Consultant against all claims arising from injuries to persons (other than Consultant's employees), damage to property of the City or third parties or other liability loss arising out of any negligent act or omission of Consultant, its agents, officers, employees or subcontractors in the performance of the services under this Agreement. The liability limit shall not be less than \$1,000,000 per occurrence for bodily injury, death, property damage and other liability loss. Consultant shall file satisfactory certificates of insurance with the City before the time Consultant starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the City shall be given thirty (30) days' written notice by the insurance company before such policy is canceled.

3. THE CITY AGREES

- A. To furnish all available data pertaining to the Project now in the City's files at no cost to the Consultant, including; contact information spreadsheet of the property owners, construction drawings, construction plans for the project, title work, all necessary legal documents and exhibits, payment vouchers, individual tract maps, legal descriptions, prepared and finalized legal transactional forms and contracts requiring landowner signatures, all necessary conveyance documentation required to convey the property rights required for the Project. Confidential material so furnished will be kept confidential by the Consultant.
- B. To furnish field staking marking the acquisition boundaries before the assignment is commenced to aid the agent in on-site inspections with the landowners.
- C. To pay the Consultant for its services in accordance with the requirements of this Agreement.
- D. To provide reasonable right of entry for Consultant to enter public and private property as necessary and appropriate for the Consultant to provide the Services contemplated hereunder.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The City agrees to advise the Consultant, in writing, of the person designated as the City's Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The City shall also advise the Consultant of any changes in the person designated as Project Manager.
- F. To the extent allowed by law, to indemnify, keep and save harmless Consultant against all damages and judgments for injuries to persons, damage to property or other liability loss arising from or caused

by intentional or negligent errors, omissions, or negligent acts of City, its agents, servants, or employees occurring in the performance of its obligations under this Agreement.

4. PAYMENT PROVISIONS

The City agrees to pay the Consultant for services rendered under this Agreement and as specifically detained in Exhibit A, a total fee established as follows:

- A. Payments to the Consultant for the performance of Services required by this Agreement shall be as defined in Exhibit A. Total compensation, including all reimbursable expenses, shall not exceed **(\$80,000.00)** and is to be paid on scope of work as outlined in Exhibit A.
- B. Payments are payable to the Consultant for undisputed work within thirty (30) days from the date of receipt of invoice. If any invoice for undisputed amounts is outstanding for more than thirty (30) days from the date due, the Consultant shall have the right, in addition to any and all other rights provided, to refuse to render further services to the City and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the Consultant under this Agreement are contingent upon payment of fees by the City.
- C. When requested by the City, the Consultant will enter into a Supplemental Agreement for additional services related to the Project such as, but not limited to:
 - a. Consultant serving as a witness for the City in any litigation, administrative hearing, and other legal proceedings related to the Project.
 - b. Attendance at meetings beyond those identified in Exhibit A.
 - c. Preparatory time, court time, and travel time associated with condemnation proceedings.
- D. If additional work should be necessary, the Consultant will be given written notice by the City, along with a request for an estimate of the increase necessary in the not-to-exceed fee, for performance of such additions. No additional work shall be performed, nor shall additional compensation be paid, except as authorized in a Supplemental Agreement between the parties and approved by the City's governing body. Upon receipt of such approval and subsequent completion of additional work, payment will be made as stated in Paragraph IV. C. above.
- E. If services are rendered by the Consultant for the Project but the City elects to terminate the Project or portions thereof at any time, the Consultant shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, and as scheduled in Exhibit A.

5. TERMINATION OF AGREEMENT

- A. The City may terminate this Agreement at any time for any cause by a notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall, unless the notice directs otherwise,

immediately discontinue all services and work and the placing of all orders or the entering into contracts for supplies, assistance, equipment and materials in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- B. If the Agreement is terminated due to the fault or request of Consultant, no further payments on account of the fee will be thereafter made, except for services previously and satisfactorily performed under this Agreement, which are of value to the City. If the Agreement is terminated due to no fault of the Consultant, the Consultant will be paid promptly that proportion of the prescribed fee which the work actually performed under this Agreement bears to the total work called for under this Agreement, less such payments as have been previously made, and less any amount due the City by reason either of any prior default of the Consultant, or otherwise.
- C. Copies of all estimates, reports, data and all completed or partially completed surveys, studies, field notes, designs, reproducibles, plans and specifications prepared under this Agreement shall become the property of the City when and if the Agreement is completed or terminated, provided Consultant has unrestricted rights to their use.
- D. Dissolution of the firm of Consultant, for any reason whatsoever, shall give the City the option of terminating this Agreement in accordance with the terms of Paragraph B above, provided said dissolution materially affects the Agreement as determined by City, and such termination shall be deemed to be due to the fault of the Consultant.

6. THE PARTIES MUTUALLY AGREE

- A. That the field notes and other pertinent drawings and documents pertaining to the Project shall become the property of the City upon completion or termination of the Consultant's services and payment in full of undisputed charges due the Consultant, in accordance with this Agreement. The Consultant shall not be responsible for any re-use or modification of the plans and specifications once they become property of City. The City agrees to hold the Consultant harmless from all claims, liability or cost, including reasonable attorney fees and defense costs which arise out of such further use without the participation of the Consultant.
- B. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the City; provided, however, that the Consultant shall request extensions, in writing, giving the reasons therefore. Such time extensions shall not justify an increase in the Project cost.
- C. It is further agreed that this Agreement and any modifications to it shall be binding upon the parties hereto and their successors and assigns.

- D. Neither the City's review, approval or acceptance of, nor payment for any of the work or services required to be performed by the Consultant under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement and the Consultant shall be and remain liable to the City for all costs of any kind which are incurred by the City as a result of the Consultant's breach of any condition contained in the Agreement.
- E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law and the City may assert its right of recovery by any appropriate means, including, but not limited to, set offs; suit; withholding; recoupment; or counterclaim, either during or after performance of this Agreement.
- F. If a firm or firms are separately engaged by the City to work under the general direction of the Consultant, the Consultant shall have no responsibility for technical sufficiency of the services of such separately engaged firms.
- G. Confidential Matters; Data Ownership:
1. All data, records and information, which Consultant, its agents and employees create, and is the subject of this solicitation, remains at all times exclusively the property of the City;
 2. All such data, records and information constitute at all times proprietary information of the City;
 3. Consultant will not disclose, provide, or make available any such proprietary information in any form to any person or entity;
 4. Consultant will not use any names or addresses contained in such data, records and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data;
 5. Consultant will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data;
 6. Consultant will take all reasonable steps and the same protective precautions to protect the City's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information; and
 7. All data, regardless of form, generated as a result of this Project is the property of the City.

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APPROVED by the Governing Body of the City of Bel Aire, Kansas, on the 21st day of July, 2026.

SIGNED by the Mayor on the _____ day of July, 2026.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM ONLY:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

(Exhibits A, B, C, D, E, F, and G are attached.)

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SIGNED by the Consultant on the _____ day of July, 2026.

SKEENS CONSULTING SERVICES

(Authorized Signature: Name, Title)

Allen Skeens, Appraiser/Acquisition Agent

(Exhibits A, B, C, D, E, F, and G are attached.)

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EXHIBIT A

CONSULTANT'S SCOPE OF SERVICES

SKEENS CONSULTING SERVICES

13931 West 76th Circle

Lenexa, Kansas 66216

(913) 484-5342

CITY OF BEL AIRE, KANSAS

45TH STREET NORTH RECONSTRUCTION IMPROVEMENT PROJECT

Scope of Acquisition and Valuation Services for the City of Bel Aire, Kansas 45TH Street North Reconstruction from Oliver Street to Woodlawn Avenue Improvement Project, a Federally Funded Project

1. Perform all work necessary to acquire the real property rights necessary by the City of Bel Aire, Kansas for construction of the 45th Street Improvement Project (approximately 17 tracts).
2. Attend initial meetings with City staff to discuss and determine project parameters and objectives.
3. Attend other meetings as required to successfully complete the project.
4. Perform property acquisition activities in accordance with KDOT requirements and regulations.
5. Notarize all required documents.
6. Obtain all necessary mortgage releases, if applicable.
7. Review legal descriptions.
8. Obtain and review the title and ownership information.
9. Perform all appropriate and expected acquisition presentations.
10. Provide periodic progress reports indicating the status of all acquisition activities.
11. Provide appraisals and appraisal reviews when required.
12. Purchase documents to be provided landowners to include an offer letter, payment voucher, W-9 and right of way agreement or easement documents.

13. Review the construction plans provided by the City of Bel Aire, Kansas.
14. Compare the legal descriptions provided for the transactional documents against the plans.
15. Inspect all the individual parcels for the project and prepare Estimates of Just Compensation for each tract or if the amount of value loss requires it have an appraisal and review appraisal completed by outside appraisal companies. Prepare formal offer letters for each individual property owner setting forth the financial terms of settlement and provide such letter to the owner for their review and consideration.
16. Initiate negotiations by contacting, if possible, all owners of assigned tracts by a means convenient to the owner. There shall be a sufficient number of contacts with each owner made to either settle the tract or clearly indicate that an impasse has been reached and further contacts would be unproductive. Owners that cannot be found will be contacted by certified mail, return receipt requested, at the address shown on the county records tax roll for the property.
17. Provide the necessary documentation to the owner required to convey the real property interests the City of Bel Aire, Kansas needs for their construction project. All initial contact letters will be provided in a timely manner and in no case later than two weeks from receipt of the authorization from the City of Bel Aire, Kansas to proceed with the acquisition stage.
18. Discuss the scope of the project with the owner, review the plans if requested and describe to the owner the impact of the plans and the construction project as it relates to the specific tract affecting the owner. Refer any technical construction questions to the appropriate department within the City of Bel Aire, Kansas and/or the Project Engineer. Answer any questions the owner may have regarding the acquisition process. Meet with the property owners on site, as needed.
19. Obtain appropriate signatures and necessary information on the transactional purchase documents which are to be provided and prepared by the City of Bel Aire, Kansas.
20. Transmit any offer for settlement demands made by the owner that requests monetary expenditures to be paid to them above the value derived in the Estimate of Just Compensation directly to the City of Bel Aire, Kansas for their consideration. No unauthorized agreements shall be offered without discussion with and prior approval of the City of Bel Aire, Kansas. If a financial offer for settlement above the Estimate of Just Compensation or Appraisal is approved by the City of Bel Aire, Kansas, prepare a revised offer letter that sets out the terms of the agreement and provide it to the owner for their review and consideration.

21. Complete a negotiators log with property owner contact report, acquisition notes and administrative settlement terms for each tract. Keep extensive and thorough negotiation notes.
22. No other services other than those specifically set forth in this scope will be provided by the Acquisition Agent.

Additional Services

Any services beyond the specified scope, including but not limited to preparation time and testimony for a condemnation case, are an additional service and shall be billed at the hourly rate set forth in the Fee Schedule section of this document. This scope of work for valuation and acquisition services does include appraisal and review appraisals required for a property loss valued more than the \$10,000 threshold for a federally funded project but the City understands that these specific services will be outsourced to two other independent appraisal companies. Any request from the City of Bel Aire, Kansas for services other than those specifically set forth in the scope of this agreement will be deemed to be an additional service and a separate agreement shall be entered into outlining those terms.

Project Schedule

The acquisition services for the project will take up to 120 days to complete after the valuation process has been initiated and all items necessary for completion of the assignment have been received.

Fee Schedule

The fee for estimate of just compensation valuation services for this project is \$850 per tract for single family residential properties and \$1,150 per tract for non-single family residential properties for a federal funded project if there are a minimum of 17 total tracts. Any fewer than 17 tracts will require discussion and agreement with the City of Bel Air, Kansas and the Consultant on the price per tract fee.

Should damages to a tract be more than \$10,000 for a federal funded project the appraisal fees will be \$1,250 for single family residential properties and \$1,700 per tract for non-single family residential properties. Review appraisal fees for single family residential properties will be \$900 per tract and non-single family residential property review appraisals will be \$1,200 per tract

The fee for acquisition services for this project is \$900 per tract for single family residential properties and \$1,100 per tract for non-single residential properties for a federal funded project if there are a minimum of 17 total tracts. Any fewer than 17 tracts will require discussion and agreement with the City of Bel Air, Kansas and the Consultant on the price per tract fee.

Fee for title work O&E reports will be \$250 per tract.

Compensation for any additional services, including preparatory time, court time and travel time associated with condemnation proceedings will be made at the rate of \$275 per hour for Allen Skeens and \$375 per hour for Kevin O'Bryan and Derek Shaner.

Initial billing will be submitted at the conclusion of the first 30 day period for the amount of work that has been completed during that timeframe. Additional billing will be done thereafter on a monthly basis in the same manner.

City of Bel Aire, Kansas Requirements

The Scope of Services set forth in this proposal is predicated on the following terms:

1. City of Bel Aire, Kansas will provide the appraiser/acquisition agent with legal descriptions, tract maps, all exhibits, payment vouchers, owner contact information, prepared and finalized legal transactional forms and contracts requiring landowner signatures, and construction plans for the project.
2. Field staking marking the acquisition boundaries will be provided before the assignment is commenced to aid the agent in on-site inspections with the landowners.



Submitted by: _____

Allen Skeens
Skeens Consulting Services, Inc.
13931 West 76th Circle
Lenexa, Kansas 66216
{913} 484-5342

Date: June 23, 2026

EXHIBIT B

CONSULTANT'S FEE TABLE

FEE TABLE

Just Compensation Valuation Service	Amount
• Single Family Residential	\$850 per tract
• Non-Single Family Residential	\$1,100 per tract
Appraisal fee for damages in excess of \$10,000	
• Single Family Residential	\$1,250 per tract
• Non-Single Family Residential	\$1,700 per tract
Acquisition Services	
• Single Family Residential	\$900 per tract
• Non-Single Family Residential	\$1,100 per tract
Hourly Rate for Additional Services, including Condemnation Proceedings	\$275 - \$375 /hr.
Other Fees - Please list below	
1. title work O&E Reports	\$250 per tract

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EXHIBIT C

ADDENDUM

RFSQ No. 2026-002

Property Acquisition Services Request for Statement of Qualifications (“RFSQ”) No. 2026-002

Addendum #1

Questions submitted via Email Prior to the June 12, 2026, 5:00 p.m. Deadline for
Clarifications, Information, and Questions.

- 1. What is the required proposal Layout? Is it based on RFSQ section “4. Requirements” or “7. Summary of Required Submittals?”**

Answer: The City is looking for information from both Section 4 and Section 7. There is no required order or specific formatting for the response. If all requested information is included, the submission will be acceptable.

- 2. Will title work, appraisal services, and acquisition services be evaluated separately, or does the City prefer a single consultant/team to provide all services?**

Answer: The City prefers a single consultant/team to provide all these services.

- 3. Can the City provide an estimated breakdown of the tract types (single-family, non-single-family, temporary easement, permanent easement, drainage easement)?**

Answer:

Single-Family – 13 tracts

Non-Single-Family – 4 tracts

Temporary Easement – 7 tracts are Temporary Construction Easements

Permanent Easement – 9 tracts are Right-of-Way Acquisitions

Drainage Easement – 1 tract is a Permanent Drainage Easement

- 4. Will reasonable revisions to Exhibits A and B be considered during contract negotiations after consultant selection?**

Answer: Revisions may be considered, but the City cannot guarantee any revisions will be accepted.

5. The Response Form does not include LLC as a type of organization.

Answer: Please check mark corporation and type/write in LLC. This will be taken into consideration for future RFSQ's

6. How many copies of the submittals are required?

Answer: Only one hard copy is required. An electronic copy on a USB drive can be submitted in addition to the one required hard copy.

7. Will the City be posting a Q&A document as an official addendum that needs to be acknowledged on the Response Form?

Answer: Property Acquisition Services Request for Statement of Qualifications("RFSQ") No. 2026-002 Addendum #1 will be posted to the online portal before 5:00 p.m. on June 16th, 2026. This Addendum will need to be acknowledged on the Response Form.

8. Is this a federally funded project or just City funds?

Answer: This is a federally funded project through the Wichita Area Metropolitan Planning Organization (WAMPO) with required matching funds from the City. All KDOT property acquisition rules and regulations shall be adhered to.

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EXHIBIT D
OVERALL TRACT MAPS

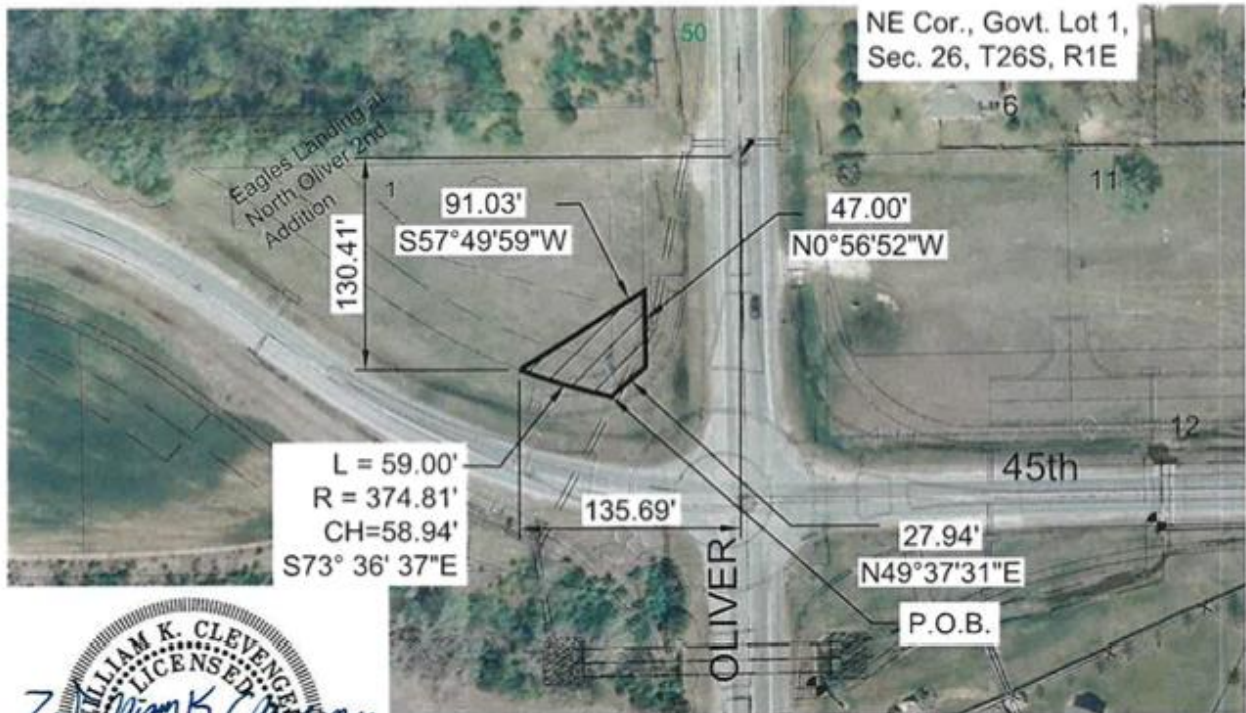


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EXHIBIT E

INDIVIDUAL TRACT MAPS

TRACT #1A



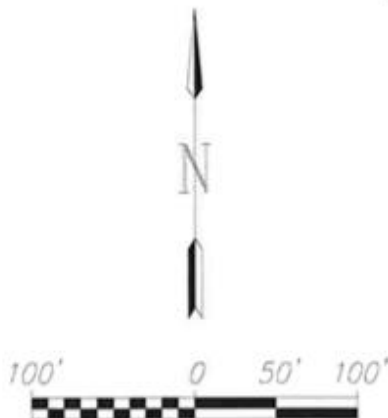
Owner:
Barakeh Property, LLC
1200 E Macarthur Rd
Wichita, KS 67216-1839

PIN: 00512365
Right of Way Acquisition Area:
2,564 Sq. Ft.± 0.06 Acres±

= PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

A Part of Lot 1 Block F Eagles Landing at North Oliver 2nd Addition, Wichita, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as beginning at the southerly most corner of said Lot 1; thence N49°37'31"E along the southeast line of said Lot 1, 27.94 feet to the easterly most southeast corner of said Lot 1; thence N00°56'52"W along the east line of said Lot 1, 47.00 feet; thence S57°49'59"W, 91.03 feet to the southwest line of said Lot 1, said southwest line being a non-tangent curve to the left, having a radius of 374.81 feet, an arc length of 59.00 feet, chord bearing S73°36'25"E, 58.90 feet; thence southeasterly along said curve, 58.90 feet to the place of beginning.



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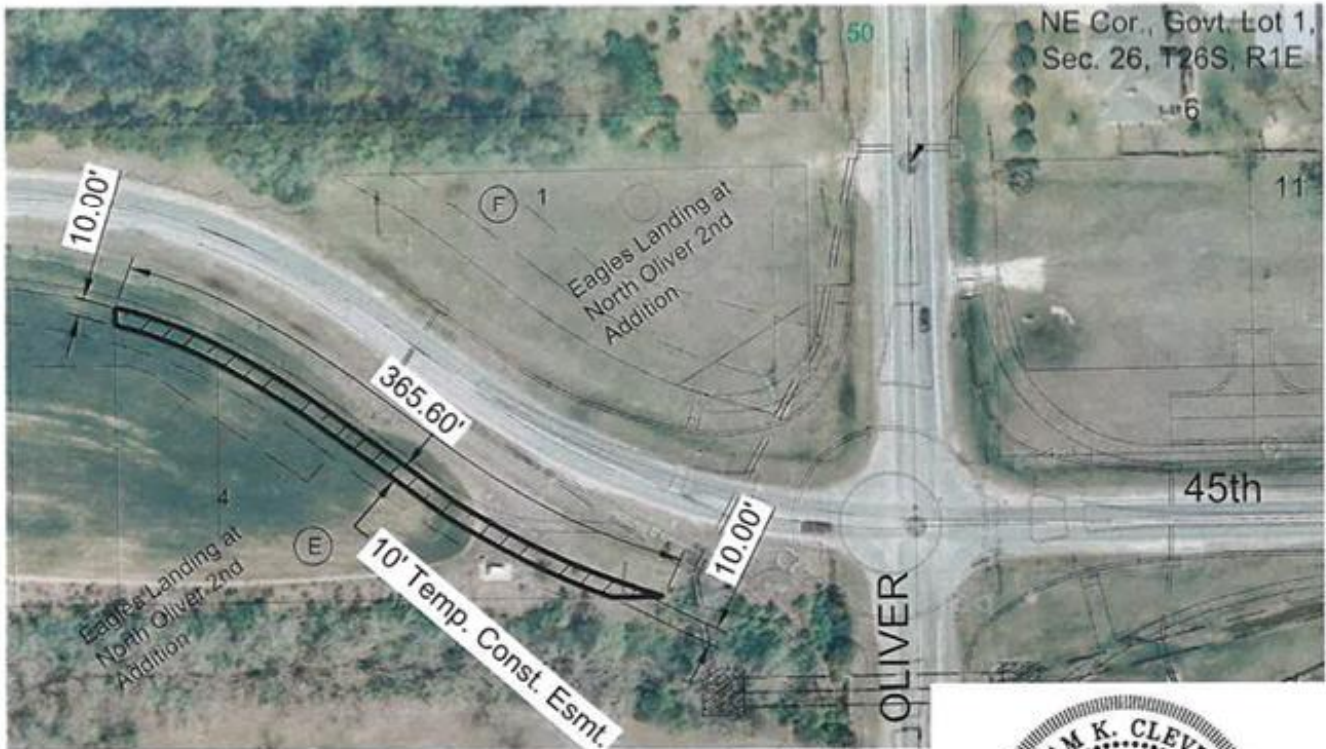


1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

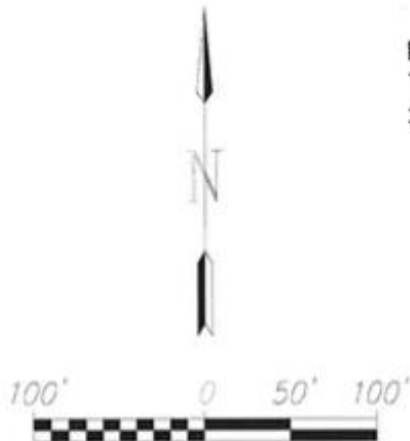
SHEET
NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #1B



Owner:
Barakeh Property, LLC
1200 E Macarthur Rd
Wichita, KS 67216-1839

PIN: 30017429
Temporary Construction Easement Area:
3,656 Sq. Ft.± 0.08 Acres±



 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 4, Block E, Eagles Landing at North Oliver 2nd Addition, Wichita, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as the Northeasterly 10.00 feet of said Lot 4, Except the West 113.2 feet thereof.

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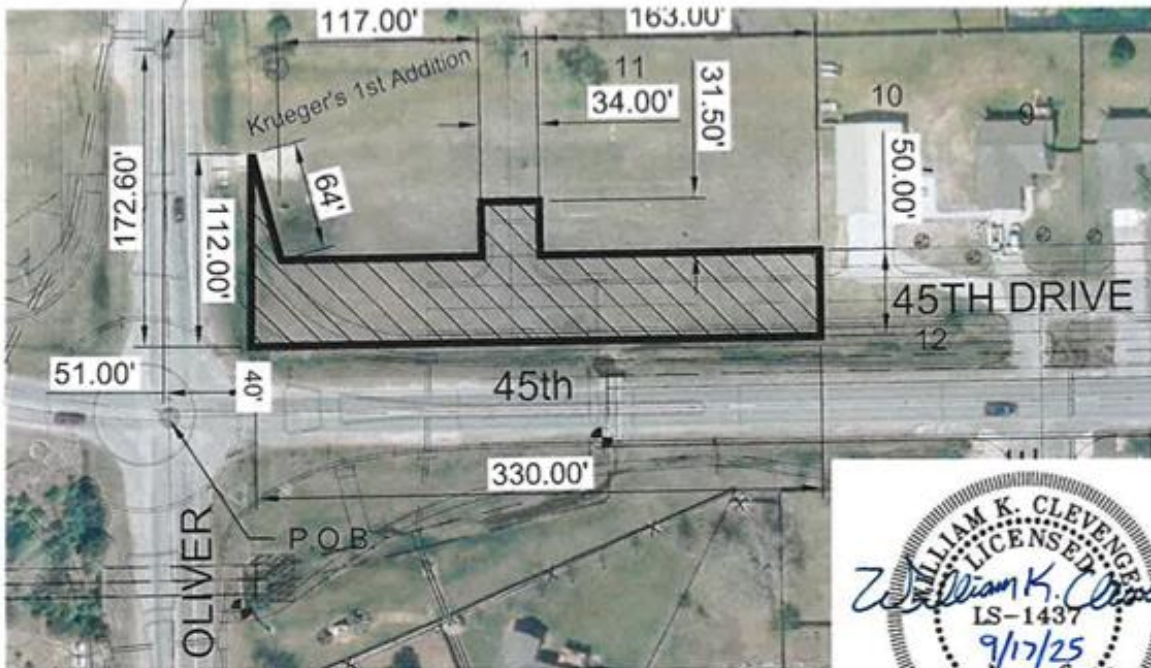
1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #2A

NE Cor., Govt. Lot 1,
Sec. 26, T26S, R1E



Owner:

PIN: Peters Elmer S Jr & Patricia L Rev TR
7819 E 45th St N
Bel Aire, KS 67226-8838

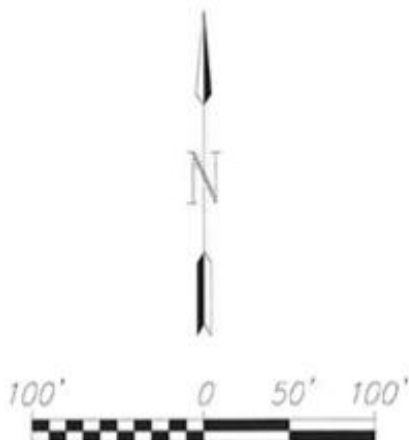
00512365

Right of Way Acquisition Area:
18,167 Sq. Ft.± 0.42 Acres±

 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Krueger's 1st. Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as beginning at the southwest corner of Lot 12, Block 1, in said addition; thence East along the south line of said Lot 12, 330.00 feet to the centerline of the vacated alley; thence North 50.00 feet; thence West, parallel with said south line, 163.00 feet; thence North, parallel with said centerline of vacated alley, 31.50 feet; thence West, parallel with said south line, 34.00 feet; thence South, parallel with said centerline of vacated alley, 31.50 feet; thence West, parallel with said south line, 117.00 feet; thence northwesterly 64.00 feet to a point 112.00 feet North of the place of beginning on the west line of Lot 11, Block 1, in said addition; thence South 112.00 feet to the place of beginning.



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1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #2B



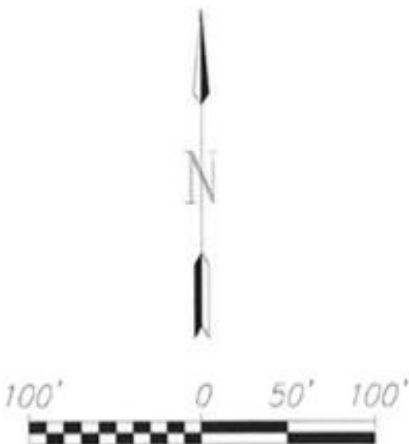
Owner:
PETERS ELMER S JR & PATRICIA L REV TR
7819 E 45th St N.
Bel Aire KS 67226-8838

PIN: 00272043
Right of Way Acquisition Area:
5,072 q. Ft.± 0.12 Acres±

☒ = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Krueger's 1st Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as Lot 12, Except the West 556 feet thereof.



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1995 Midfield Road
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(316) 264-8008

FIGURE NUMBER

SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #3

NE Cor., Govt. Lot 1,
Sec. 26, T26S, R1E



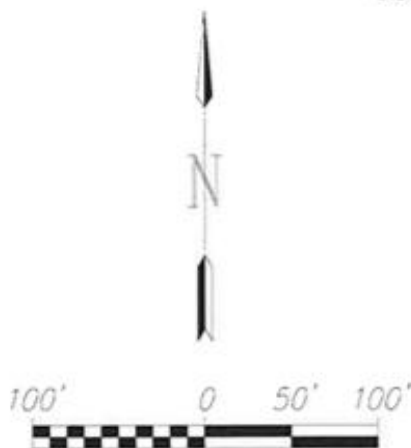
Owner:
TOWNE DARYL L & NANCY J TR
4924 E 45TH ST N
Bel Aire, KS 67220-1507

PIN: 00272037
Right of Way Acquisition Area:
7,700 Sq. Ft.± 0.18 Acres±

 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Krueger's 1st Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as beginning at the southeast corner of Lot 9, Block 1 in said addition; thence North along the east line of said Lot 9, 10.00 feet; thence West, parallel with the south line of said Lot 9 and extended, 154.00 feet to the centerline of the vacated alley adjoining Lot 10, Block 1 in said addition; thence South along said centerline and extended, 50.00 feet to the south line of Lot 12, Block 1 in said addition; thence East along said south line, 154 feet to a point of intersection with the extended east line of said Lot 9; thence North along said extended east line, 40.00 feet to the place of beginning.



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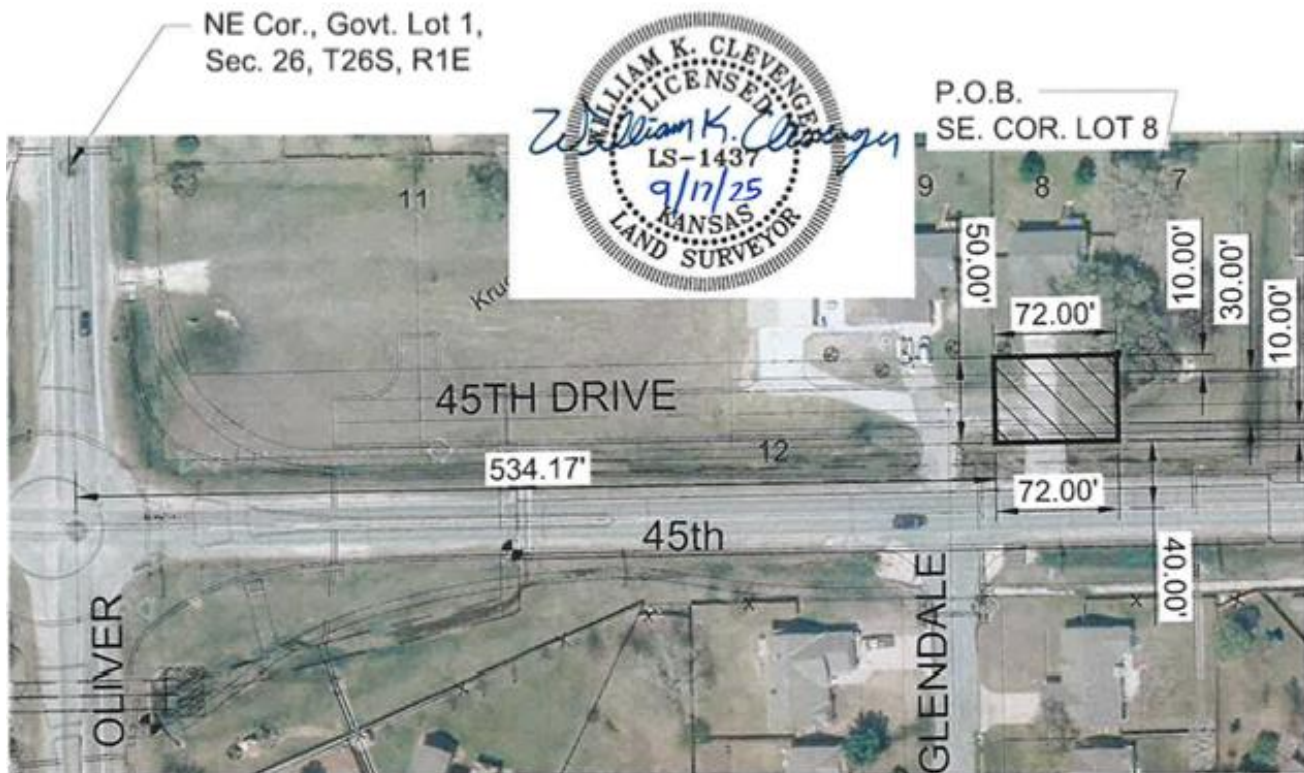


1995 Midfield Road
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FIGURE NUMBER

SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #4

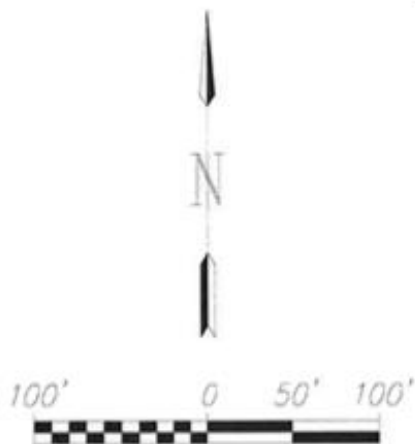


Owner:

LEES TERESA A REV TR
4948 E 45th St N
Bel Aire, KS 67220

PIN: 00272036

Right of Way Acquisition Area:
3,600 Sq. Ft.± 0.08Acre±



 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Krueger's 1st Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as beginning at the southeast corner of Lot 8, Block 1 in said addition; thence North along the east line of said Lot 8, 10.00 feet; thence West, parallel with the south line of said Lot 8, 72.00 feet to the west line of said Lot 8; thence South along said west line and extended, 50.00 feet to the south line of Lot 12, Block 1 in said addition; thence East along said south line, 72 feet to a point of intersection with the extended east line of said Lot 8; thence North along said extended east line, 40.00 feet to the place of beginning.

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FIGURE NUMBER

SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #5



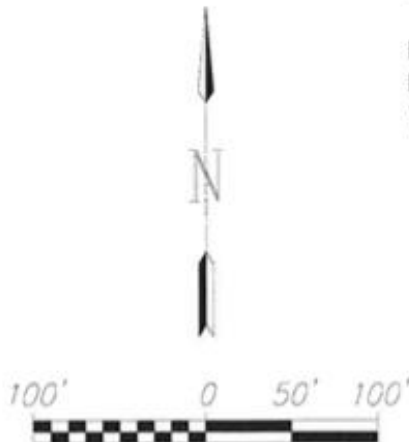
Owner:
GANT THOMAS G & BARBARA A FAM TR
2515 E Sunnydale Ct
Valley Center, KS 67147-8657

PIN: 00272035
Right of Way Acquisition Area:
720 Sq. Ft.± 0.02Acre±

 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Lot 7, Block 1, Krueger's 1st. Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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FIGURE NUMBER

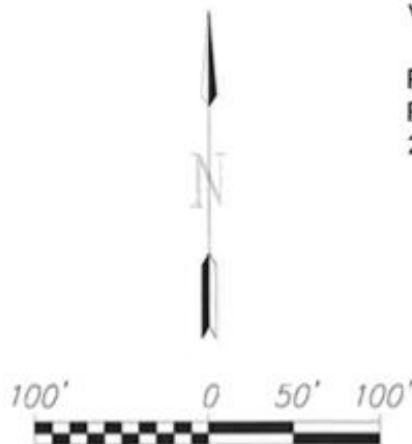
SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #6



Owner:
GANT THOMAS G & BARBARA A FAM TR
2515 E Sunnysdale Ct
Valley Center, KS 67147-8657

PIN: 00272033
Right of Way Acquisition Area:
2,650 Sq. Ft.± 0.06 Acres±



 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Lots 3, 4, 5 and 6, Block 1, Krueger's 1st. Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.

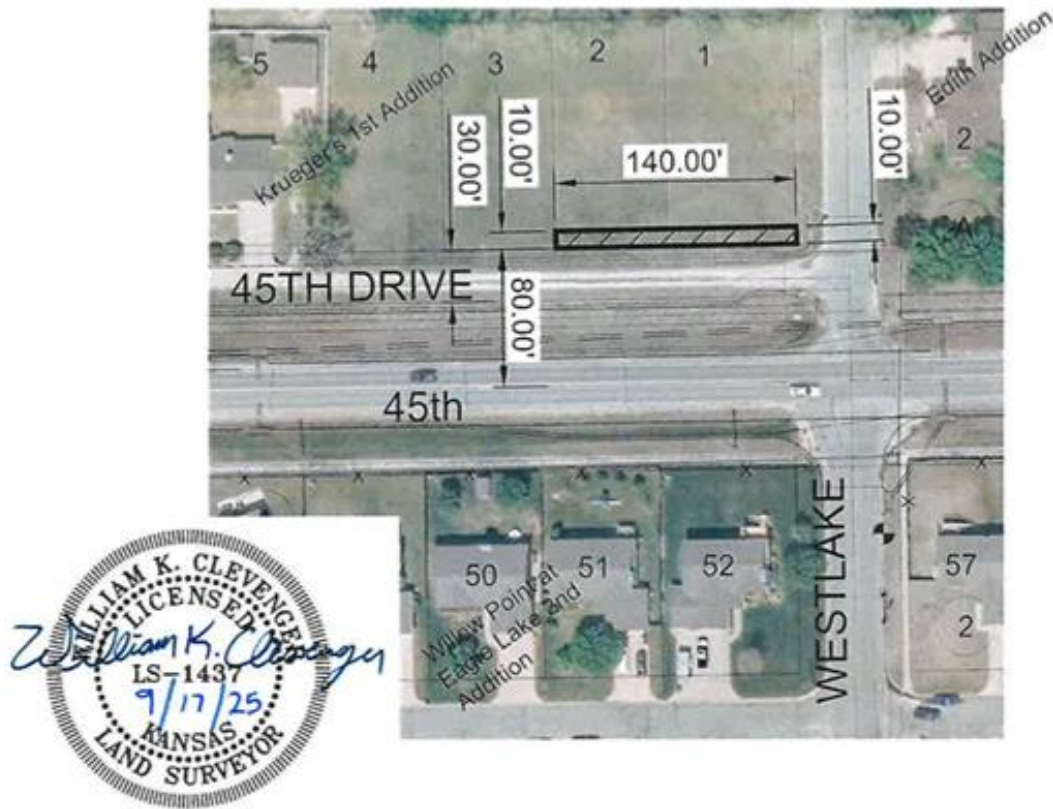


1995 Midfield Road
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FIGURE NUMBER

SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #7



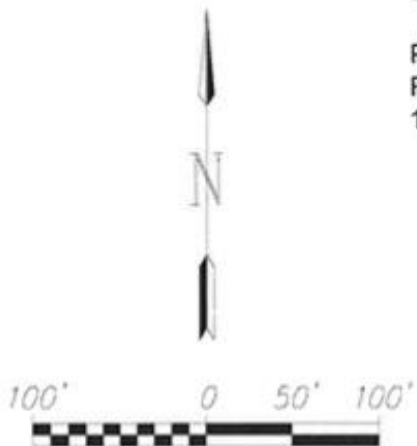
Owner:
SCHMIDT W L JR & MARILYN J 2515 E
4647 KRUEGER ST.
Bel Aire KS 67220-1421

PIN: 00272029 & 00272030
Right of Way Acquisition Area:
1,400 Sq. Ft.± 0.03 Acres±

 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Lots 1 and 2, Block 1, Krueger's 1st. Addition to Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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FIGURE NUMBER

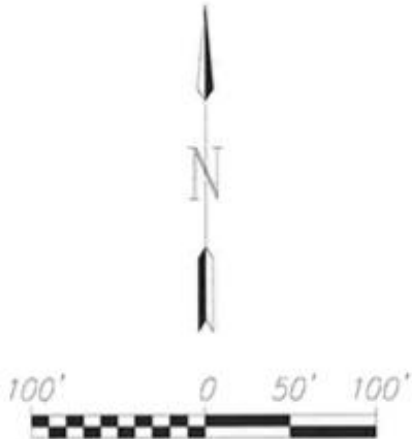
SHEET
NUMBER

RIGHT OF WAY ACQUISITION
TRACT #8



Owner:
GOATES RICHARD E ETUX
4604 Krueger
Bel Aire, KS 67220-1422

PIN: 00272046
Right of Way Acquisition Area:
1,820 Sq. Ft.± 0.03 Acres±



 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:
That part of Lot 2, Block A, Edith Addition to Sedgwick County, Kansas,
written by William K. Clevenger, P.S.-1437 on September __, 2025,
described as being the South 13.00 feet thereof.

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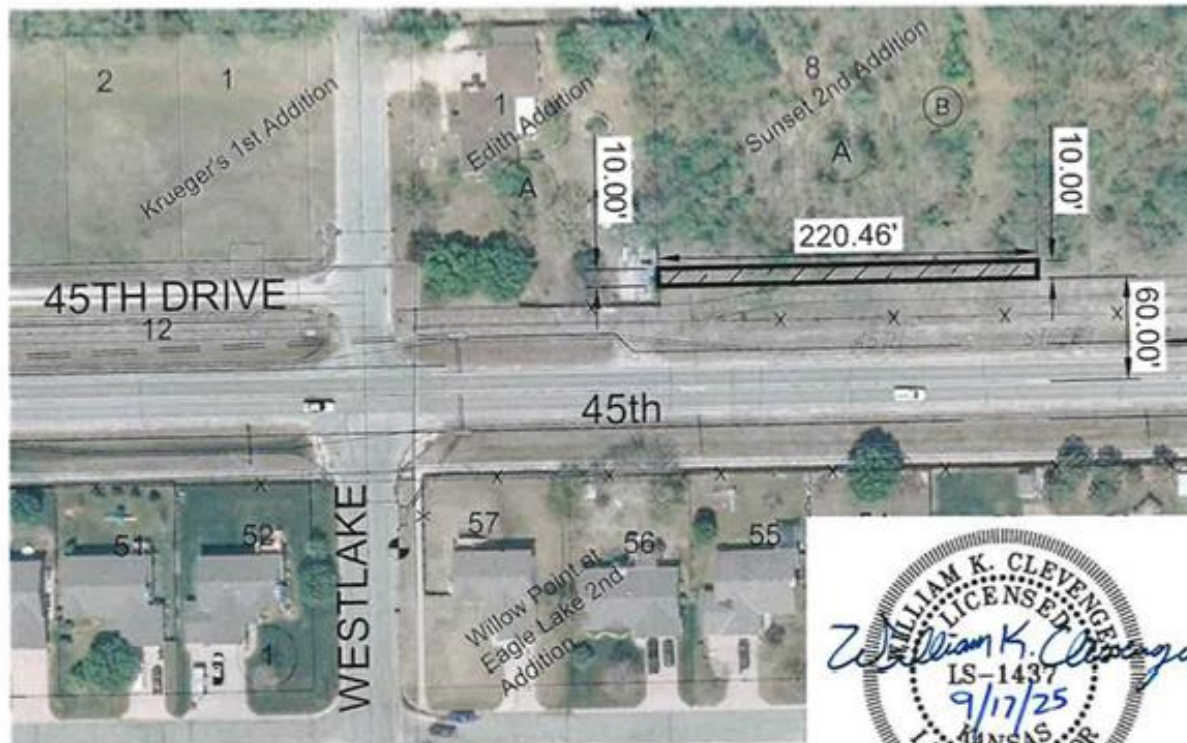


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FIGURE NUMBER

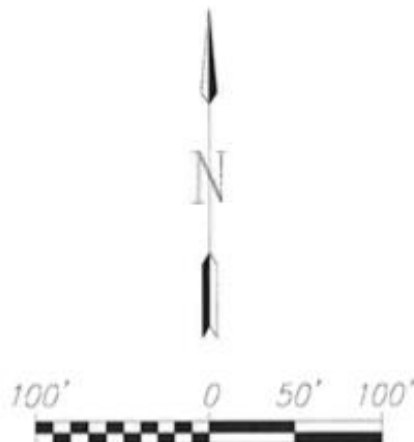
SHEET
NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #9



Owner:
KABIRPANTHI SWATI
4614 E Willow Point Ct
Wichita, KS 67220-1766

PIN: 00341945
Temporary Construction Easement Area:
2,205 Sq. Ft.± 0.05 Acres±



 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 8, Block A, Sunset 2nd Addition, Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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FIGURE NUMBER

SHEET
NUMBER



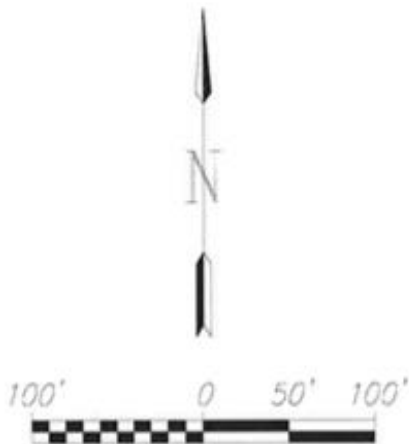
Owner:
JONES JACK
 4626 Farmstead Ct
 Bel Aire KS 67220-1616

PIN: 00341945
 Temporary Construction Easement Area:
 2,765 Sq. Ft.± 0.06 Acres±



= PROPOSED TEMPORARY CONSTRUCTION EASEMENT

That part of Lots 4 and 7, Block A, Sunset 2nd Addition, Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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FIGURE NUMBER

SHEET
 NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #11



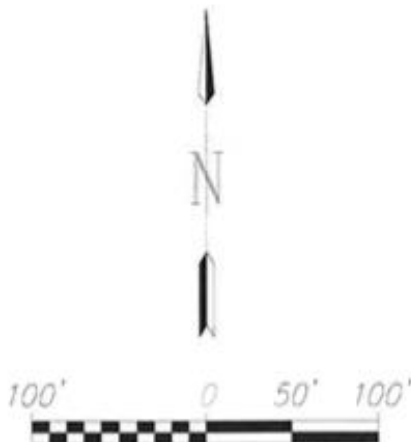
Owner:
LINSTED ROBERT D & SHARON E
5450 E 45th St N,
Bel Aire, KS 67220

PIN: 00272852
Temporary Construction Easement Area:
4,084 Sq. Ft.± 0.09 Acres±

 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 1, Sunrise Bible Chapel Addition, Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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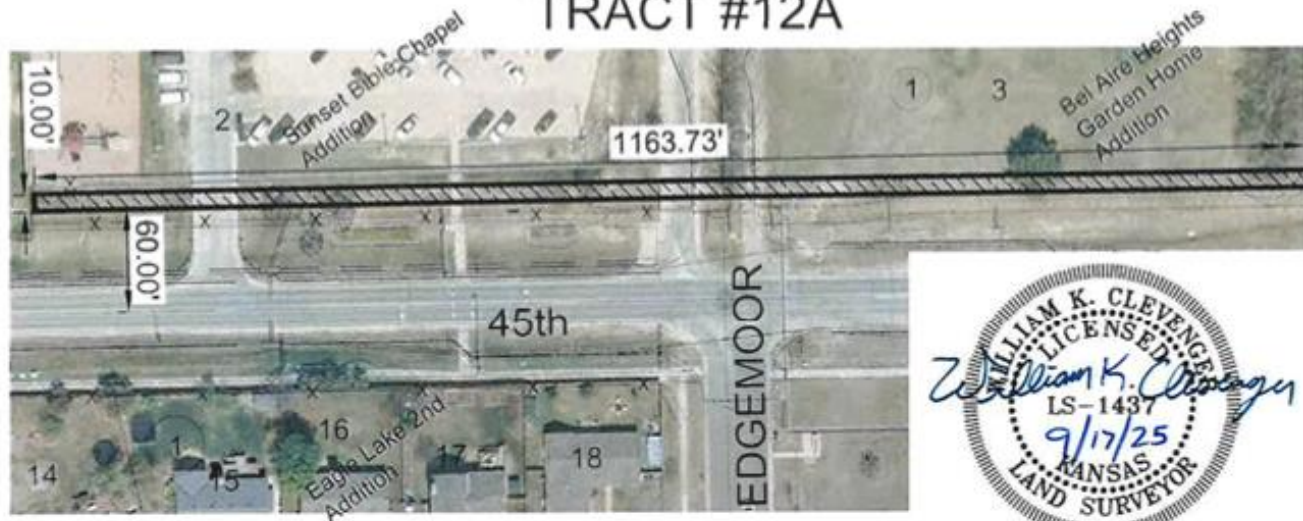


1995 Midfield Road
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FIGURE NUMBER

SHEET
NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #12A



Owner:
SUNRISE CHRISTIAN ACADEMY INC
5500 E 45th St N,
Bel Aire, KS 67220

PIN: 00272853
Temporary Construction Easement Area:
11,638 Sq. Ft.± 0.27 Acres±

 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 2, Sunrise Bible Chapel Addition, Bel Aire, Sedgwick County, Kansas, AND part of Lot 3, Block 1, Bel Aire Heights Garden Home Addition, an Addition to Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the South 10.00 feet thereof.



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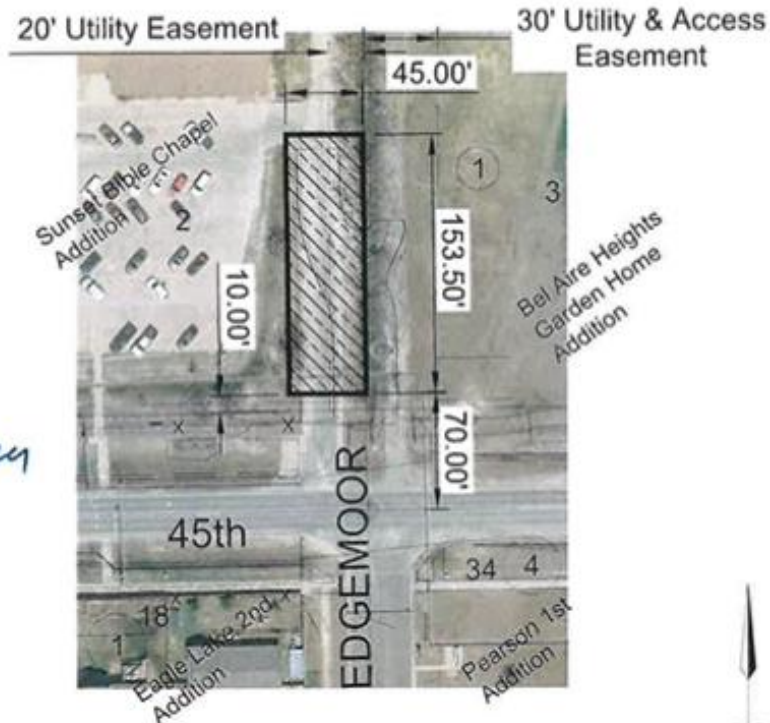


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FIGURE NUMBER

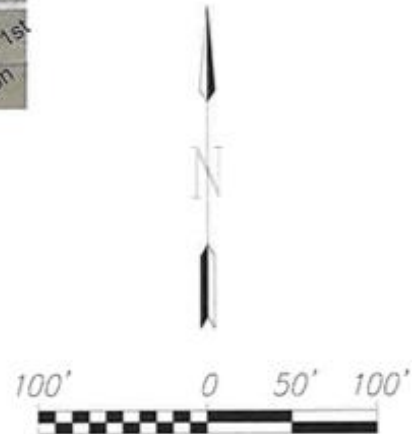
SHEET
NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #12B



Owner:
SUNRISE CHRISTIAN ACADEMY INC
5500 E 45th St N,
Bel Aire, KS 67220

PIN: 00272853
Temporary Construction Easement Area:
6,908 Sq. Ft.± 0.16 Acres±



 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 2, Sunrise Bible Chapel Addition, Bel Aire, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as being the North 153.50 feet of the South 163.50 feet of the East 45.00 feet of the South 163.50 feet thereof.

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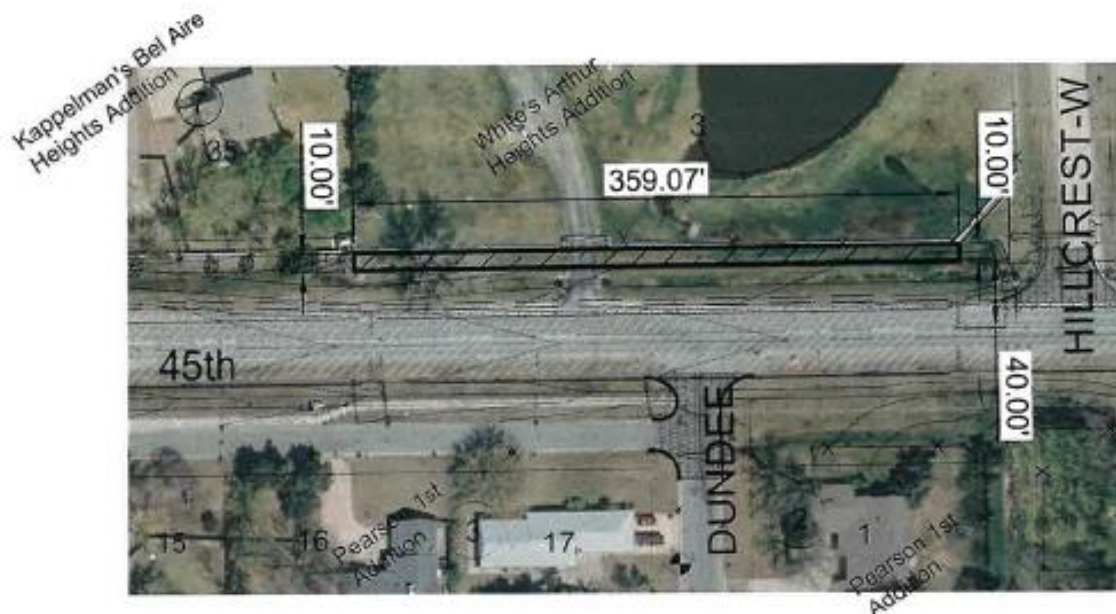


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FIGURE NUMBER

SHEET
NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #13A



Owner:
VICKERY WADE B & CAROL A
6020 E 45TH St N,
Bel Aire, KS 67220

PIN: 00271878
Temporary Construction Easement Area:
3,591 Sq. Ft.± 0.08 Acres±



= PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

That part of Lot 3, White's Replat of Part of Lot 16 in Arthur Heights, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on June 3, 2026, described as being the South 10.00 feet of said Lot 3, EXCEPT the East 30.00 feet thereof.

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FIGURE NUMBER

SHEET
NUMBER

PERMANENT DRAINAGE EASEMENT TRACT #13B



Owner:
VICKERY WADE B & CAROL A
6020 E 45TH St N,
Bel Aire, KS 67220

PIN: 00271878
Permanent Drainage Easement Area:
747 Sq. Ft.± 0.02 Acres±



 = PROPOSED PERMANENT DRAINAGE EASEMENT

Legal Description:

That part of Lot 3, White's Replat of Part of Lot 16 in Arthur Heights, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on September __, 2025, described as Beginning at the Southeast corner of said Lot 3; Thence along the East line of said Lot 3 for a distance of 40.00 feet; Thence Southwesterly for a distance of 42.31 feet to a point 10.00 feet North and 30.00 feet West of the Southeast corner of said Lot 3; Thence South 10.00 feet to the South line of said Lot 3; Thence East along the South line of said Lot 3, for a distance of 30.00 feet to the Point of Beginning.

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FIGURE NUMBER

SHEET
NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #14



Owner:
Eagles Landing North Oliver 2nd
4445 E Eagles Landing Ct
Wichita, KS 67220-5518

PIN: 00512367
Right of Way Acquisition Area:
1,095 Sq. Ft.± 0.03 Acres±

 = PROPOSED RIGHT OF WAY ACQUISITION

Legal Description:

That part of Reserve B, Eagles Landing at North Oliver 2nd, Wichita, Sedgwick County, Kansas, written by William K. Clevenger, P.S.-1437 on June 3, 2026, described as commencing at the easterly most southeast corner of said Reserve B; thence North along the east line of said Reserve B, 41.26 feet to the place of beginning; thence continuing North along said east line, 36.62 feet to a point of intersection on the northeast line of said Reserve B; thence Northwest along said northeast line, 33.32 feet to a point of intersection on the north line of said Reserve B, said north line being a curve to the right with a radius of 494.81 feet; thence Westerly along said curve, 24.78 feet; thence Southeasterly, 81.00 feet to the place of beginning.

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FIGURE NUMBER

SHEET
NUMBER

EXHIBIT F

CITY OF BELAIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due to Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration. Damages. Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal. State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal,

state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the City shall always stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, *et seq.*, as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.
 - d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.

- e. Exempted from these requirements are:
 - 1. Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - 2. Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 - 3. Contractor who holds contracts with the City with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been excluded from the system and any federal funding received, or to be received, by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor: (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition

in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.

21. **Tariffs.** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole discretion, the City determines the price increase no longer provides the best value to the City.

22. **Contractor Use of Artificial Intelligence.**

a. Meeting Recording, Transcription, and Confidential Information. The City does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or AI-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve a request for an exemption from these requirements.

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EXHIBIT G

CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work (City may also establish performance standards for the contracted outcomes); (c) pay the Contractor a salary or hourly rate but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done (City may provide informational briefing on known conditions); (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); and (f) pay Contractor personally (instead, City will make all checks payable to the trade or business name under which Contractor does business).
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations, and each party shall maintain their operations as separate and distinct.