



**PROPERTY ACQUISITION SERVICES
REQUEST FOR STATEMENT OF QUALIFICATIONS ("RFSQ") No. 2026-002**

Right of Way Acquisition Services for

CITY OF BEL AIRE, KANSAS

May 20, 2026

The City of Bel Aire, Kansas ("City") is soliciting statements of qualifications for consulting services to assist in property acquisition for the project titled "**45th Street N. Reconstruction from Oliver St. to Woodlawn Ave.**" **KDOT Project No. 087-N-0823-01.** Each "Respondent" must submit at least one printed copy of their response, completed response form, and completed fee table to Bel Aire City Hall, 7651 E. Central Park Ave. Bel Aire, Kansas 67226, no later than **5:00 p.m. June 23, 2026.**

Late responses will not be accepted and will not receive further consideration.

Questions about this RFSQ must be submitted in writing to **Anne Stephens, P.E.** at astephens@belaireks.gov by **5:00 p.m., June 12, 2026.** Questions of a substantive nature will be answered in written form as an addendum and posted on the City's website (www.belaireks.gov/bids) by **5:00 p.m., June 16, 2026.** **Respondents are responsible for checking the website and acknowledging any addendums in their response.**

Information provided in your response will be considered proprietary and will not be divulged to third parties during the review process unless otherwise required by law. Because the services sought will require the expenditure of public funds, part or all of the successful proposal, as well as the resulting contract, will likely be public records within the meaning of the Kansas Open Records Act. Prior to acceptance of a proposal, the information contained in each proposal will be used for evaluating the ability of your team to complete this project and **will not** be shared with persons not involved with the selection process unless otherwise required by law.

1. ABOUT THIS DOCUMENT

This document is a request for statement of qualifications, not an invitation to bid. The City seeks to identify the Respondent best able to satisfactorily complete the project. Qualifications will be evaluated based upon criteria formulated around the most important features of the service. Quality, references, experience, availability, capabilities, fee range and project approach will be considered in awarding a contract. The City will thoroughly review all timely submittals received. It is anticipated a contract will be executed with the Respondent having qualifications that best meet the needs of the City; however, the City reserves the right to reject all proposals or responses or to cancel the RFSQ process or project.

2. BACKGROUND and OBJECTIVES/SCOPE OF SERVICE

Respondents will be evaluated on experience, quality, workload, schedule and fee range. The City seeks a right-of-way acquisition firm that will provide all required services, including labor, equipment, material and consumables, necessary to complete the project described below and in the “Scope of Service.” If the City desires to proceed after evaluating the proposals, staff will recommend award of a contract to the Bel Aire City Council.

- The service requested is to assist in acquiring easements and right of way on 17 tracts of land necessary for the construction of “45th Street N. Reconstruction from Oliver St. to Woodlawn Ave.”. Tracts requiring acquisition are identified on the attached tract map. No changes in the number of tracts are expected but the number could fluctuate. The targeted acquisition completion date is **November 1, 2026**. Offers are expected to be made in person providing landowners are available to meet. The City will meet with the selected consultant as necessary to complete the acquisitions and provide the following:
 - Prompt reviews and feedbacks
 - Tract maps with accompanying legal descriptions
 - Project Plans

The Scope of Service shall include, but may not be limited to:

- Attend initial meeting with City staff to discuss and determine project parameters and objectives.
- Attend other meetings as required to successfully complete the project
- Perform property acquisition activities in accordance with KDOT requirements and regulations
- Provide paperwork, forms, reports and documentation according to KDOT requirements
- Keep extensive and thorough negotiation notes. Notes are to be updated after each communication with property owners
- Notarization of all required documents – (City can assist with this)
- Obtain all necessary mortgage releases (if applicable)
- Verify clear title of subject tracts
- Verify legal descriptions
- Perform all appropriate and expected acquisition presentations
- Provide periodic progress reports indicating the current status of all acquisition activities
- Provide appraisals and appraisal reviews
- Provide Title Work for subject properties
- Provide purchase documents to include an offer letter, payment voucher, W-9 and right of way agreement or easement documents.

3. CONFIDENTIAL MATTERS; DATA OWNERSHIP

The Respondent selected (“Consultant”) will be required to agree that:

- a. 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;
- b. All such data, records and information constitute at all times proprietary information of the City;
- c. Consultant will not disclose, provide, or make available any such proprietary information in any form to any person or entity;

- d. 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;
- e. 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;
- f. 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
- g. All data, regardless of form, generated as a result of this RFSQ is the property of the City of Bel Aire.

4. REQUIREMENTS

This section is included to help Respondents develop a thorough and responsive Statement of Qualifications. Respondents should follow this general format and must include all required elements:

- a. General information about the Respondent including but not limited to location of corporate headquarters, regional offices, number of employees and number of years in business;
- b. A list of Respondent's current clients, specifically identifying those that are local governments similar in size to the City and including the name and address of each reference and the name and telephone number of a contact person;
- c. Information on similar projects involving acquisition of property rights for projects administered by the Kansas Department of Transportation and involving either State or Federal funds;
- d. A statement indicating how and by whom (if known) appraisals and review appraisals will be performed;
- e. The name of the person who will be responsible for managing the project, and other significant staff anticipated to contribute including a comprehensive statement of each such person's experience and qualifications;
- f. A statement describing Respondent's present and projected workload, staffing, and ability to provide timely, quality services at competitive rates;
- g. Specifics of the approach the Respondent will take to achieve the goals of the project;
- h. A statement describing any current, pending, or potential disciplinary action, or complaint(s), or other like proceedings including any claims in arbitration, mediation, or litigation against the Respondent or any partner, principal or associate of your firm or team;
- i. All actual or potential conflicts of interest with the City, its officers, agents and employees;
- j. Respondents must agree to maintain strict confidentiality with respect to all aspects of this project; and
- k. Respondents must agree to direct all media, citizen, and public official requests for information to the City's project manager.

5. TENTATIVE TIME LINE

The following dates are provided to assist Respondents in planning participation in the project and are subject to change without notice:

Issuance of RFSQ	May 20, 2026
Last Date to Request Clarifications, Information and Questions.....	June 12, 2026
Last Addendum Issued (If needed)	5:00 p.m., June 16, 2026
Proposals Due	5:00 p.m., June 23, 2026
Consideration of Agreement – Bel Aire City Council	July 21, 2026

6. SELECTION CRITERIA

A Consultant will be selected based on all data submitted and any follow up to clarify or verify representations included in Respondents' submittal packages. The City will judge qualifications based on the following criteria:

- a. Ability and capacity to meet all RFSQ conditions and miscellaneous instructions as outlined herein;
- b. Conformity with all Requirements set out in the RFSQ Qualifications;
- c. Whether services proposed are the most advantageous and cost-effective to the City;
- d. Demonstration of a clear understanding of the project and any project challenges;
- e. References for similar services performed in the last 5 years, including for each reference its location, contact person, telephone number, length of contract;
- f. Experience and qualifications of the Respondent's firm and individual professionals assigned to the project;
- g. The Respondent's approach to completing the project;
- h. A proposed fee for each of the following items:
 - o Just Compensation Valuation Service
 - Single Family Residential
 - Non-Single Family Residential
 - o Appraisal fee for damages in excess of \$10,000
 - Single Family Residential
 - Non-Single Family Residential
 - o Acquisition Services
 - Single Family Residential
 - Non-Single Family Residential
 - o Hourly Rate for additional services, including Condemnation Proceedings
 - o Any other applicable fees that are not listed above.
- i. Other pertinent information the Respondent believes will assist the City in evaluating its proposal.

The City of Bel Aire, Kansas reserves the right to select the Respondent which best meets its required needs, budget constraints, quality levels, and administrative expectations, or to reject all proposals.

7. SUMMARY OF REQUIRED SUBMITTALS:

1. A statement of the respondent's background, experience, and understanding of the services required.
2. A description of any characteristics or capabilities, which may make the Respondent uniquely qualified to perform the services specified in the RFSQ.
3. At least three (3) references (name of business, address, contact person, phone number, date of services, and scope of services) unless your firm has provided similar services to the City.
4. Any additional information believed necessary to assist the City in evaluating your qualifications
5. A timeline for the completion of the required services including deliverables.
6. The Respondent's approach to completing the project.
7. The "**Response Form**".
8. A completed "**Fee Table**"

8. CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS AND MANDATORY INDEPENDENT CONTRACTOR ADDENDUM:

1. A copy of the City of Bel Aire's Mandatory Contractual Provisions and Mandatory Independent Contractor Addendum are attached to this RFSQ as Exhibit A and Exhibit B respectively. Respondent shall review and provide any requested changes to Exhibit A and/or Exhibit B for the City to consider as part of their submittal.

**RESPONSE FORM
PROPERTY ACQUISITION SERVICES**

RESPONSE FORM (RFSQ 2026-002)

(Must be submitted with Respondent's Statement of Qualifications for Right of Way Acquisition Services for the CITY OF BEL AIRE)

The undersigned, on behalf of the Respondent, certifies that Respondent's submittal package: (1) is submitted without previous understanding, agreement or connection with any person, team or corporation making another proposal for the same services; (2) is submitted without collusion or fraud; (3) is submitted by a person who is legally empowered to bind the Respondent in whose name the proposal is submitted; (4) is submitted with full understanding of all provisions of the RFSQ; (5) if accepted by the City, is guaranteed as submitted and with any subsequent Respondent amendments approved by the City and will be implemented as stated; and (6) the Respondent, if selected by the City, will enter into a contract consistent with its proposal notwithstanding any subsequently discovered errors therein.

RESPONDENT _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAXPAYER I.D. NUMBER _____

WEB SITE ADDRESS _____ E-MAIL _____

TYPE OF ORGANIZATION (check one):

Sole Proprietorship _____ Partnership _____ Corporation _____ Public Corporation _____

Respondent acknowledges receipt of the following addenda: #1 _____, #2 _____, #3 _____

Respondent acknowledges it has examined the RFSQ, including all of its requirements, terms, conditions, and sections. Exceptions to any part of the RFSQ or any attachments or addenda thereto should be clearly delineated and detailed.

AUTHORIZED SIGNATURE: _____

TITLE _____ DATE _____

FEE TABLE

Just Compensation Valuation Service	Amount
• Single Family Residential	
• Non-Single Family Residential	
Appraisal fee for damages in excess of \$10,000	
• Single Family Residential	
• Non-Single Family Residential	
Acquisition Services	
• Single Family Residential	
• Non-Single Family Residential	
Hourly Rate for Additional Services, including Condemnation Proceedings	/hr.
Other Fees – Please list below	

EXHIBIT A
CITY OF BEL AIRE 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 hold 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 to these requirements.

EXHIBIT B
CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

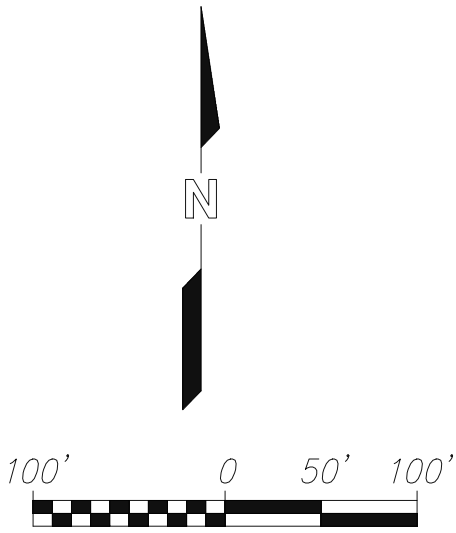
1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind 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.

LEGEND

- X

 - Tract Map Number
- Proposed Temp. Const. Esmt. Tract 12A
- Proposed Temp. Const. Esmt. Tract 12B
- Proposed Temp. Const. Esmt. Tract 13A
- Proposed Drainage Esmt. Tract 13B

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS				



12A

12B

OWNER:
SUNRISE CHRISTIAN ACADEMY INC
LOT 2
SUNRISE BIBLE CHAPEL
ADD.ALONG WITH
LOT 3 BLOCK 1 BEL AIRE
HEIGHTS GARDEN HOME
ADD.

13A

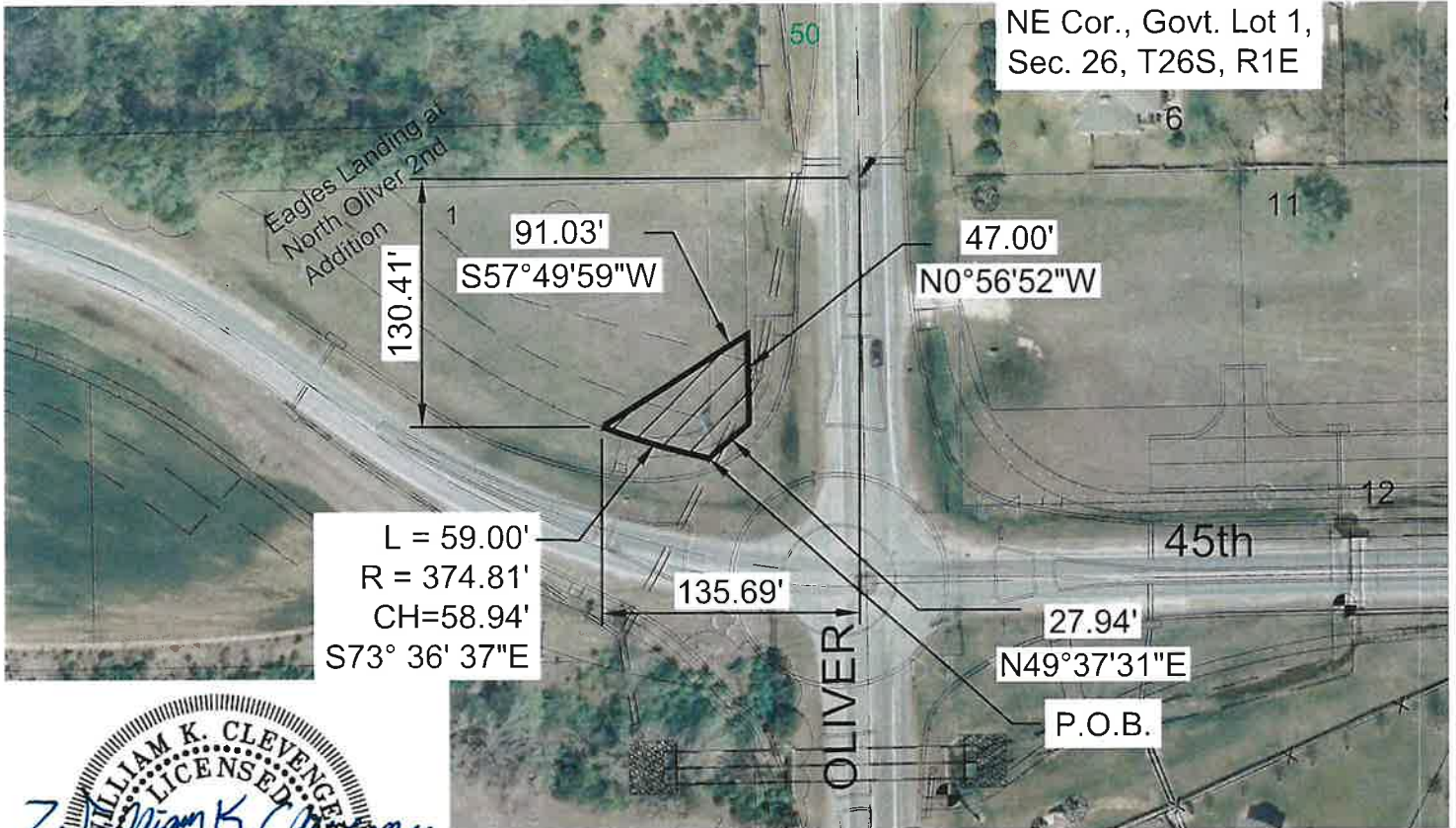
13B

OWNER:
VICKERY WADE B & CAROL A
LOT 3 EXC BEG NW COR S
170 FT E 209.17 FT NWLY
146.06 FT E 251.25 FT N 20
FT W TO BEG WHITE'S
REPLAT OF PT OF LOT 16
ARTHUR HEIGHTS ADD.



21T41278

RIGHT OF WAY ACQUISITION 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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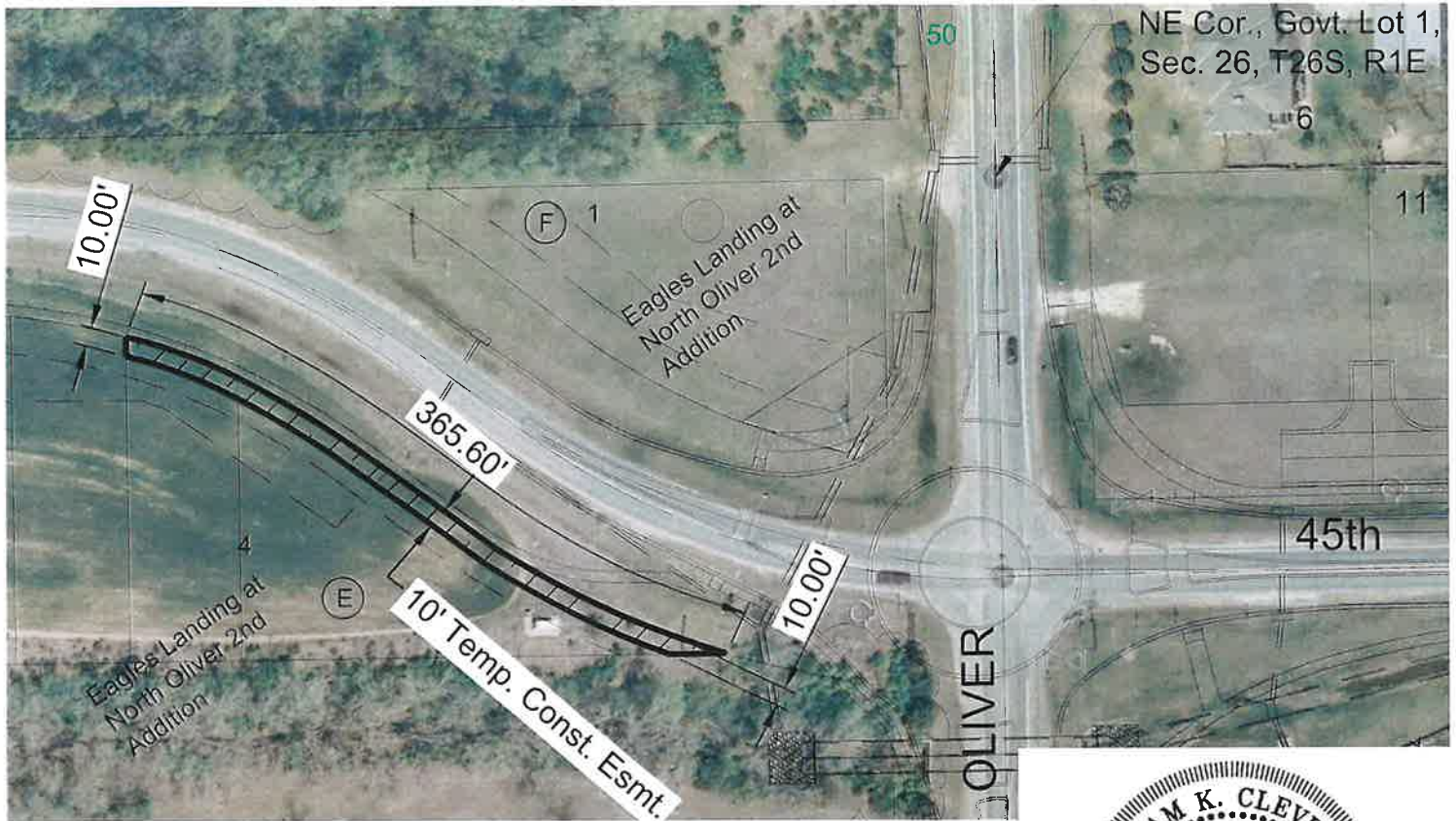


1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

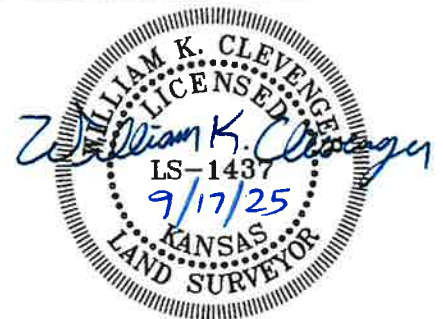
SHEET
NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #1B



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

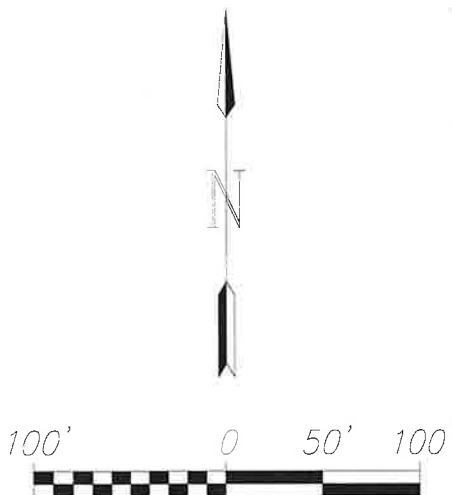
PIN: 30017429
Temporary Construction Easement Area:
3,656 Sq. Ft.± 0.08 Acres±



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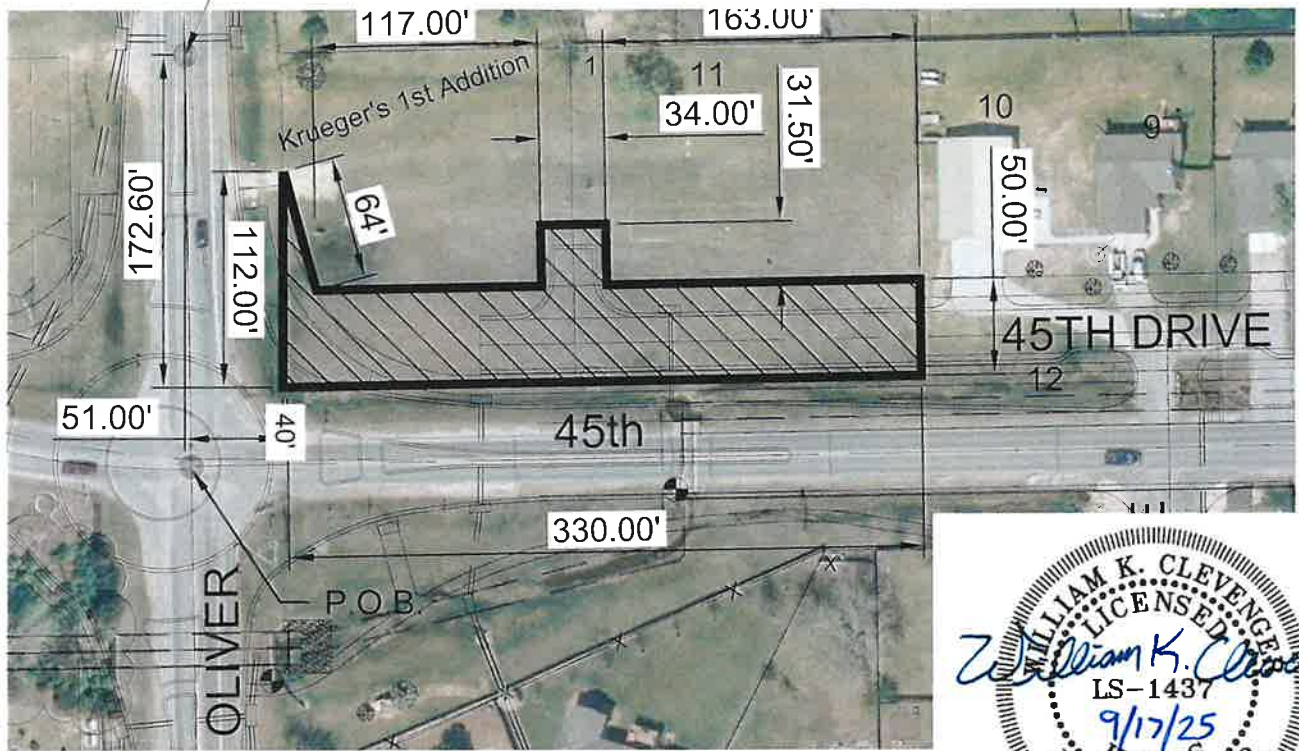
1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

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
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FIGURE NUMBER

SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #2B



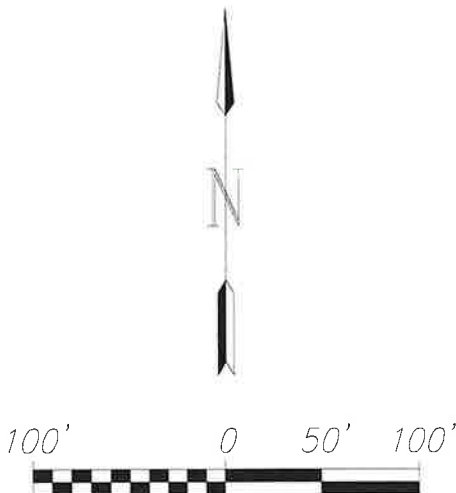
Owner:
PETERS ELMER S JR & PATRICIA L REV TR
7819 E 45th St N.
Bel Aire KS 67226-8838

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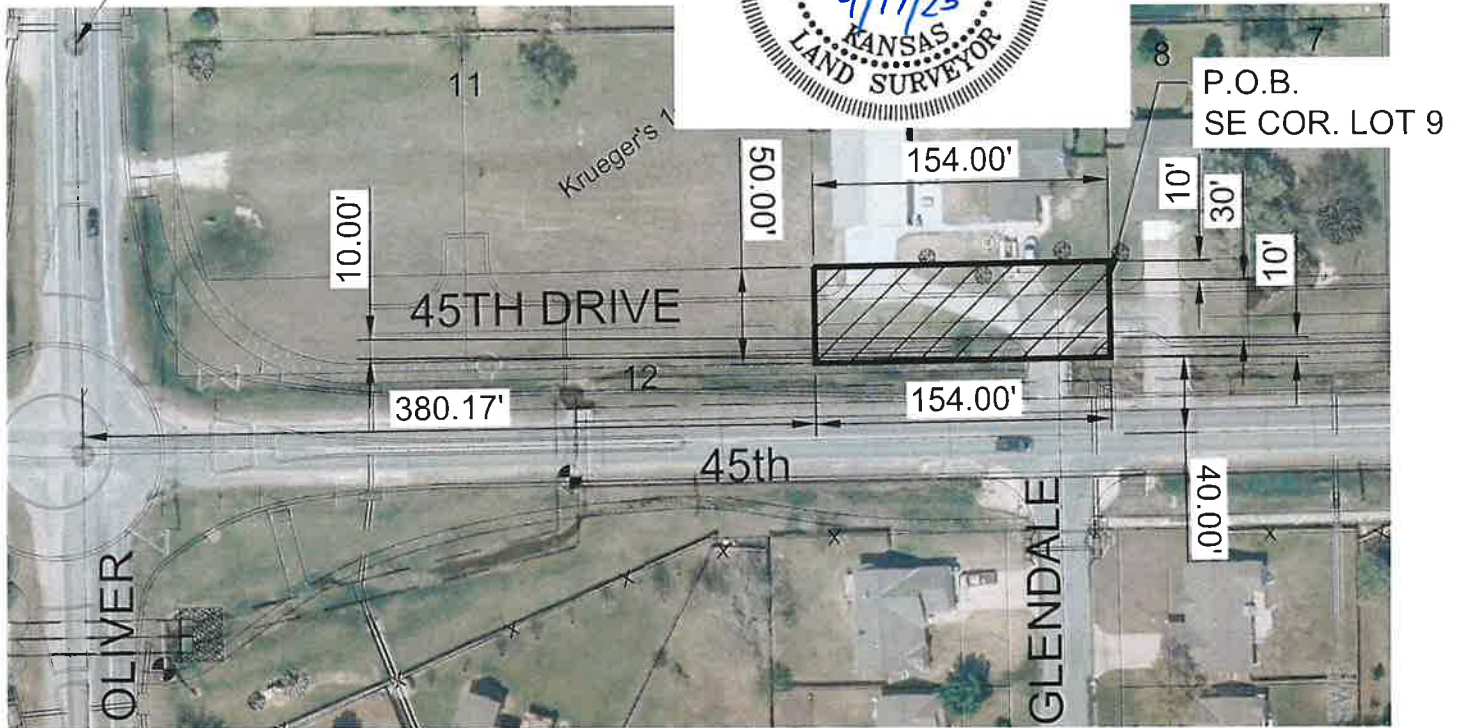
1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

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

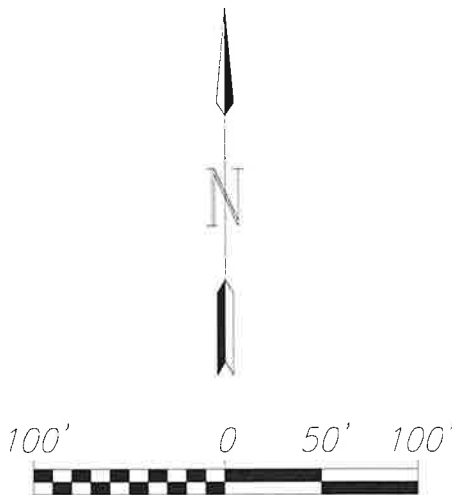
PIN: 00272037
Right of Way Acquisition Area:
7,700 Sq. Ft.± 0.18 Acres±



= 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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FIGURE NUMBER

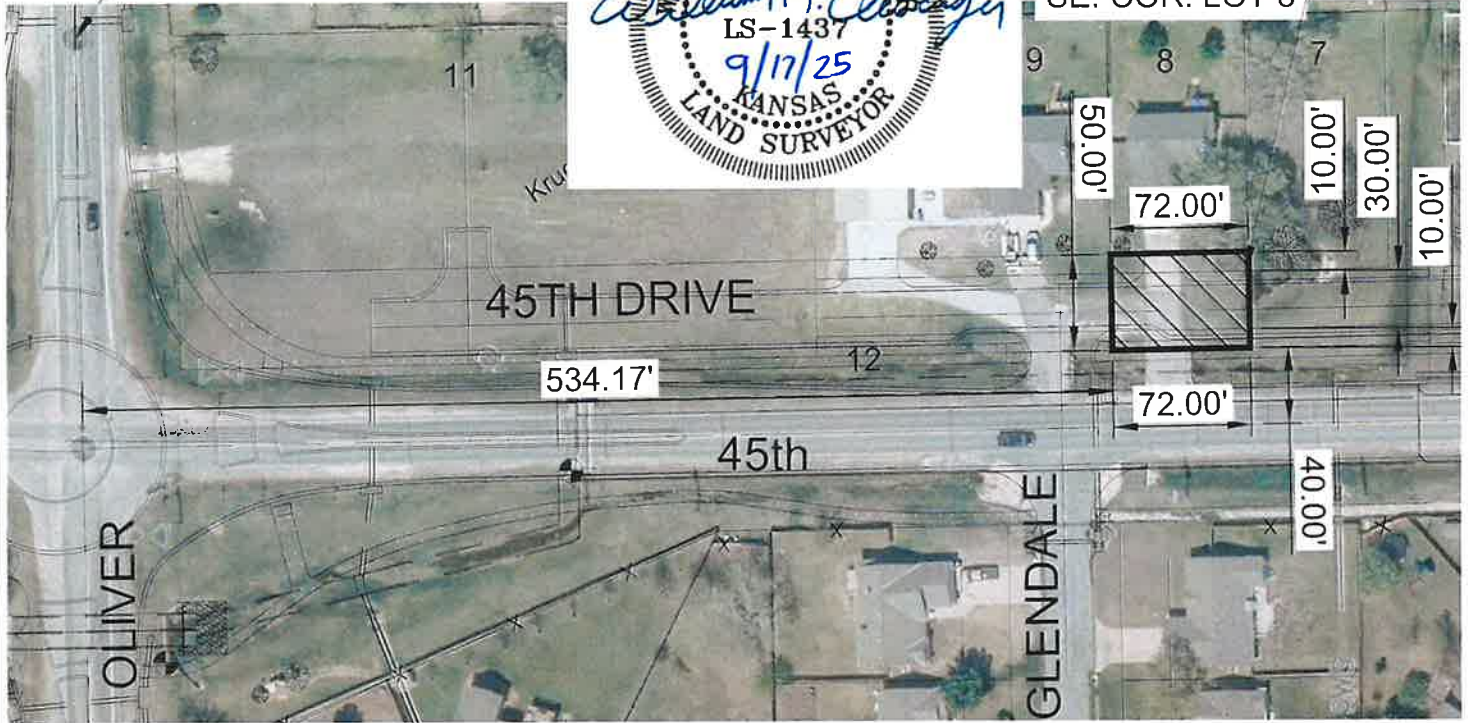
SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #4

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



P.O.B.
SE. COR. LOT 8



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

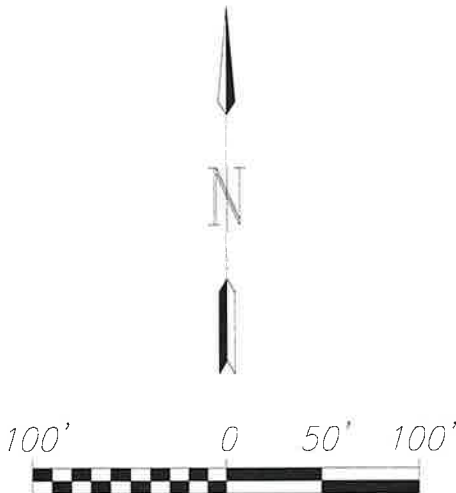
PIN: 00272036
Right of Way Acquisition Area:
3,600 Sq. Ft.± 0.08Acres±



= 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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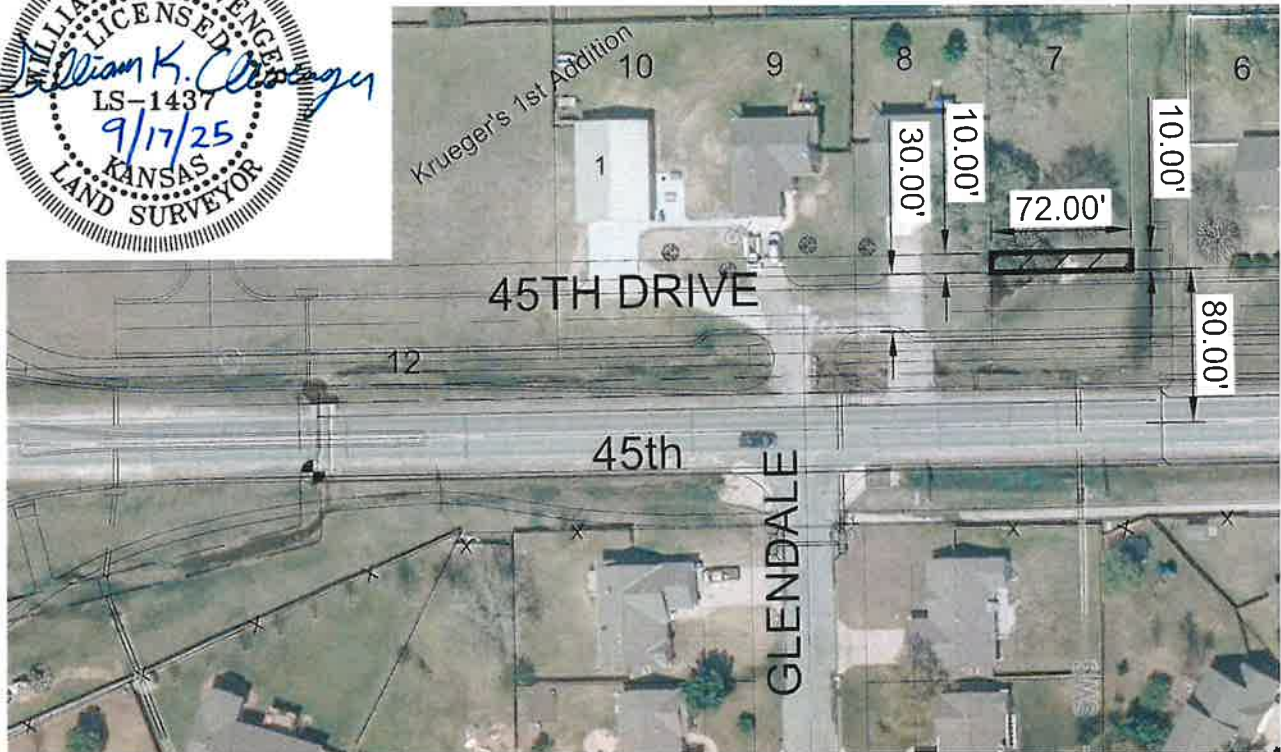


1995 Midfield Road
Wichita, KS 67209
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FIGURE NUMBER

SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #5



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

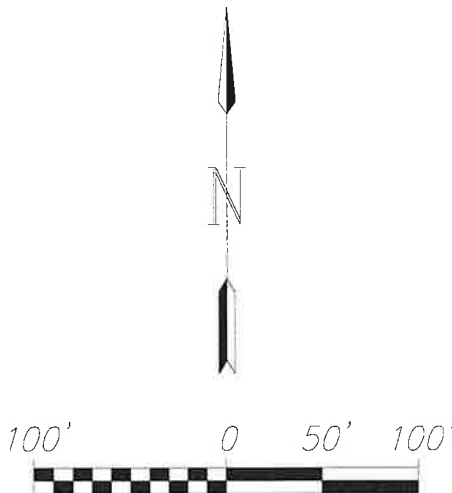
PIN: 00272035
Right of Way Acquisition Area:
720 Sq. Ft.± 0.02Acres±



= 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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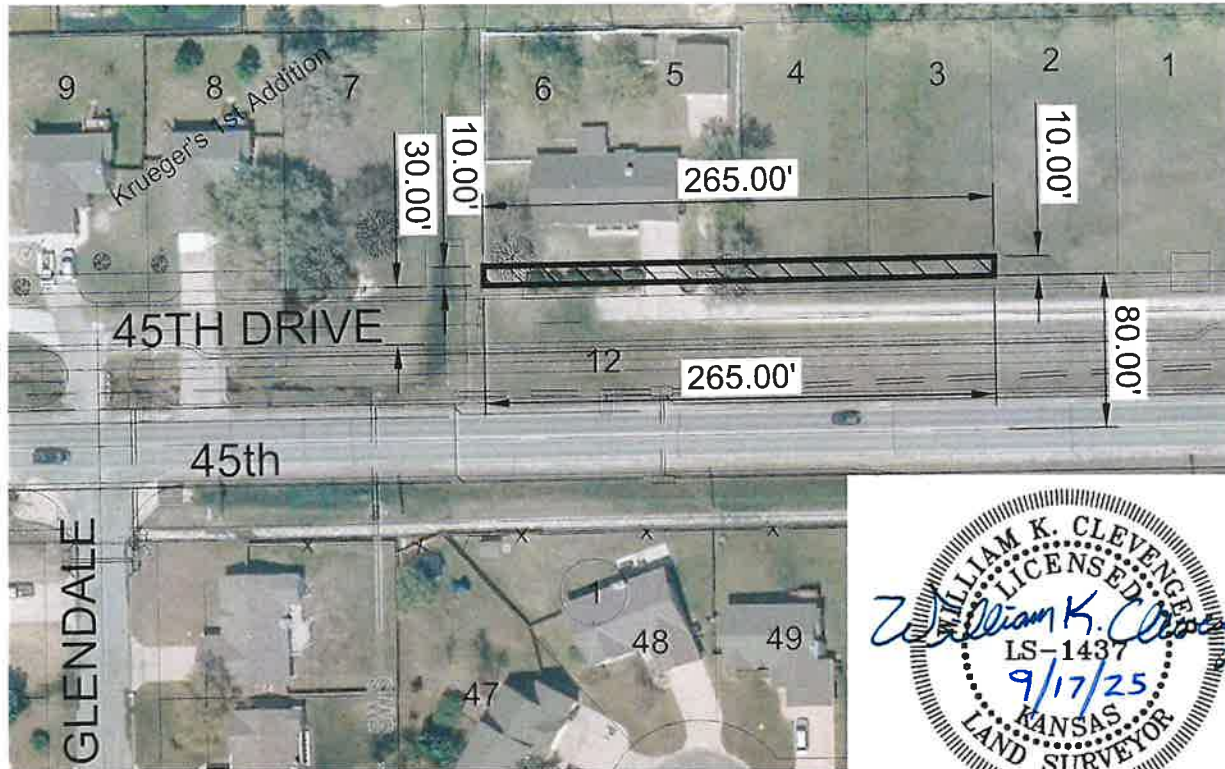


1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET
NUMBER

RIGHT OF WAY ACQUISITION TRACT #6



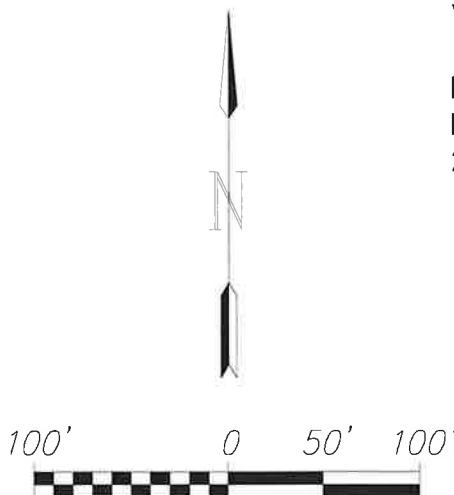
Owner:
GANT THOMAS G & BARBARA A FAM TR
2515 E Sunnydale Ct
Valley Center, KS 67147-8657

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.



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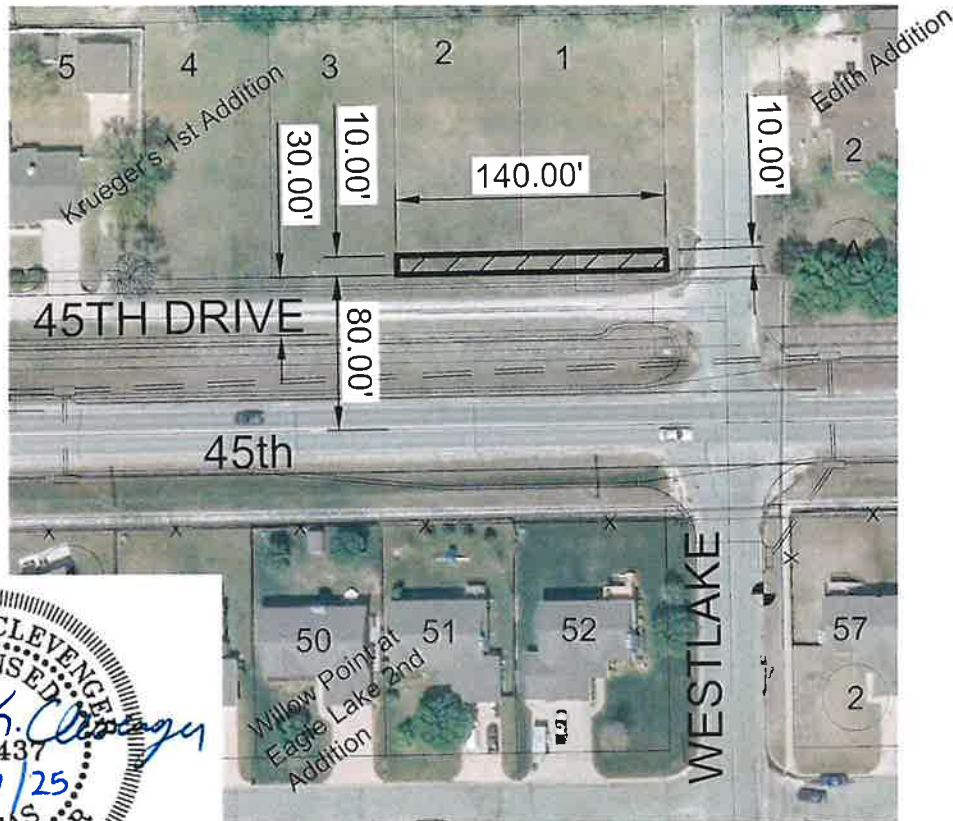


1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

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

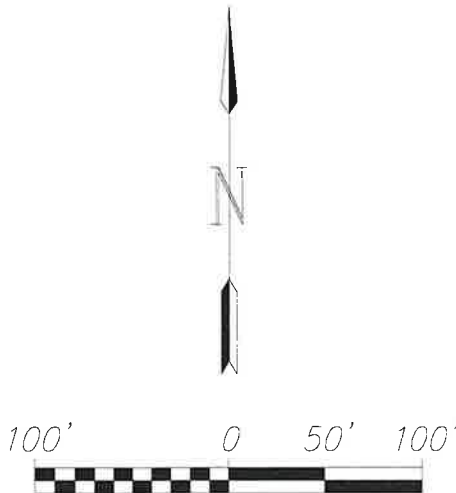
PIN: 00272029 & 00272030
Right of Way Acquisition Area:
1,400 Sq. Ft.± 0.03 Acres±



= 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



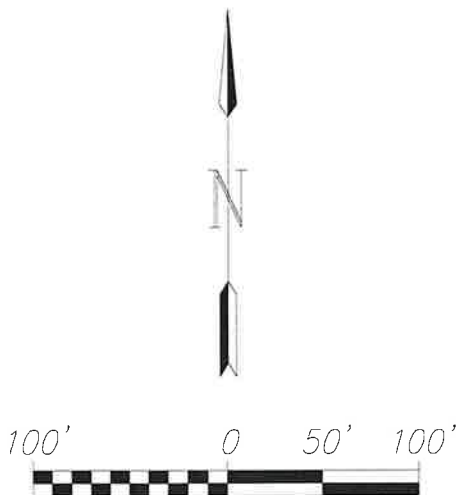
Owner:
GOATES RICHARD E ETUX
4604 Krueger
Bel Aire, KS 67220-1422

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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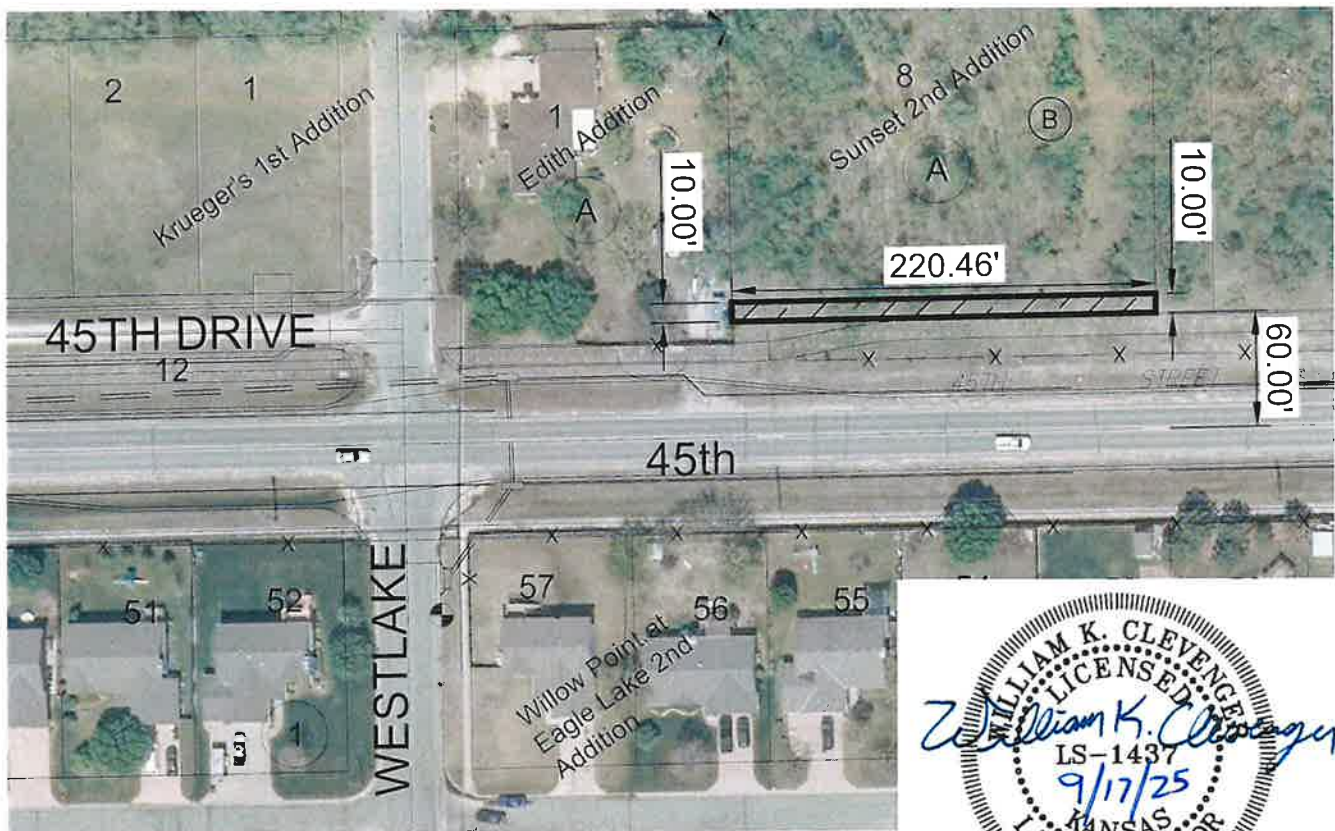


1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

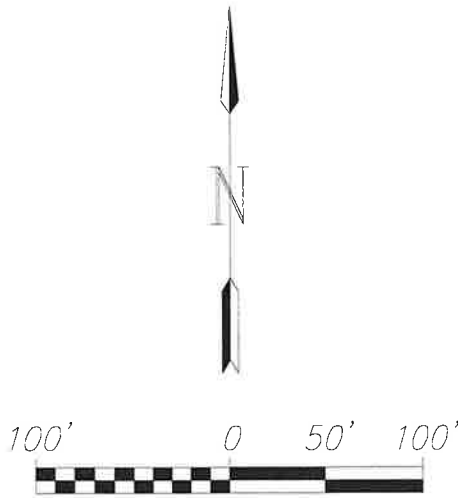
SHEET
NUMBER

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 Decription:
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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TEMPORARY CONSTRUCTION EASEMENT TRACT #10



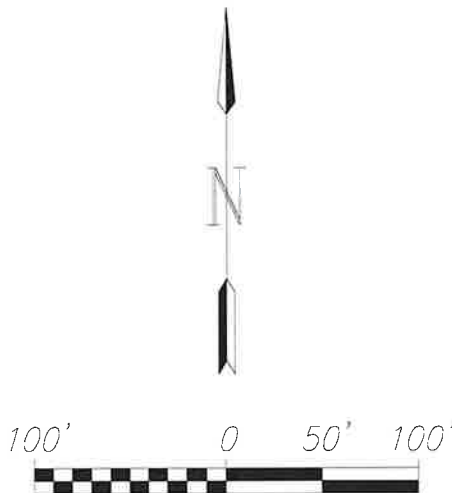
Owner:
JONES JACK
4626 Farmstead Ct
Bel Aire KS 67220-1616

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

 = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

Legal Description:

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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1995 Midfield Road
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(316) 264-8008

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 Decription:

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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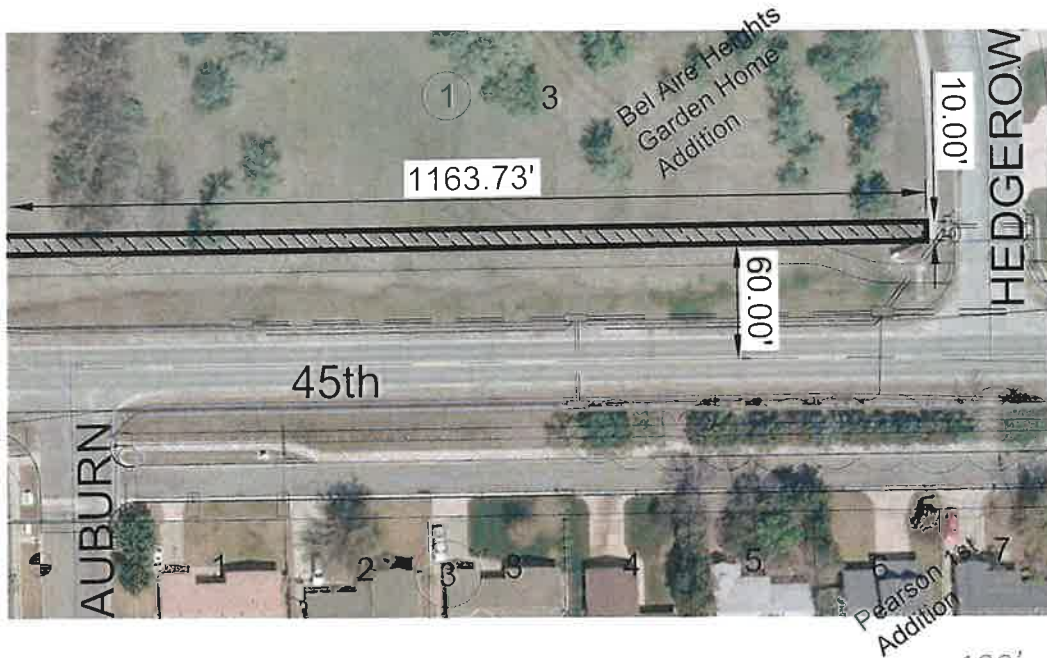
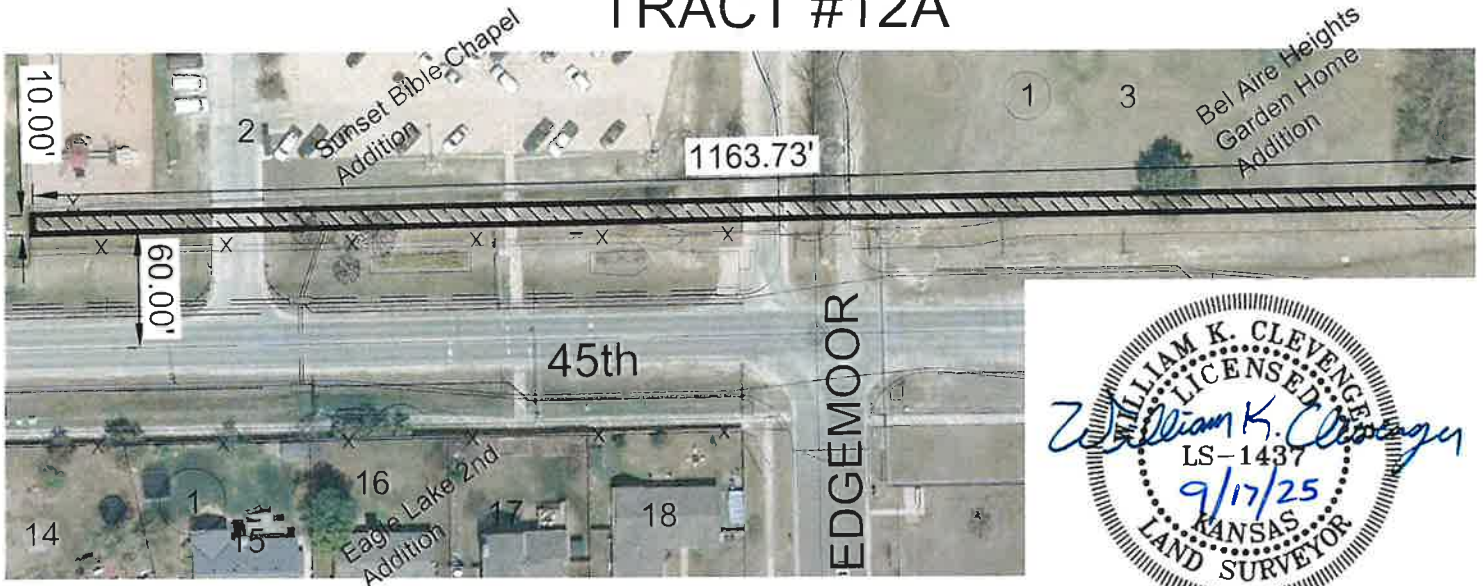


1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

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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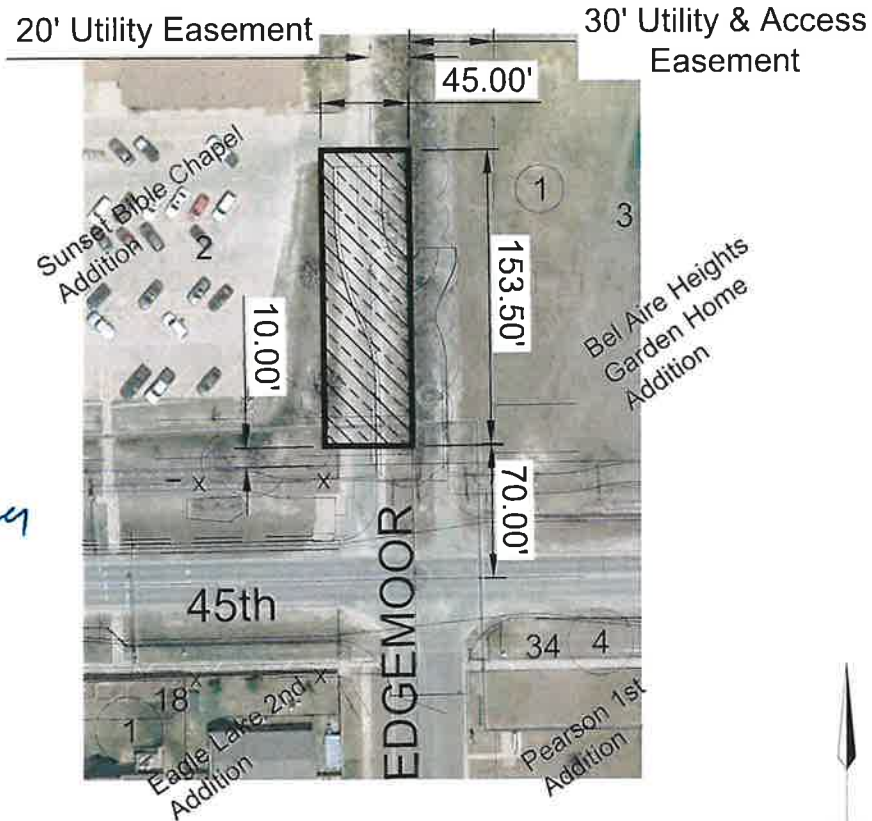


1995 Midfield Road
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(316) 264-8008

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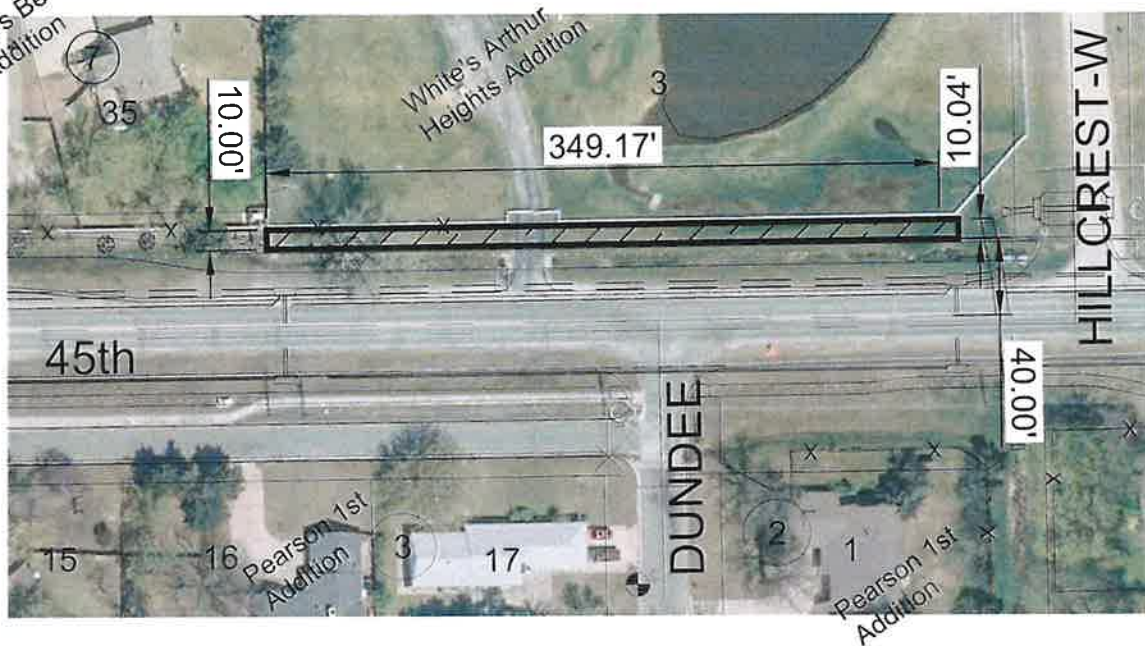
1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET
NUMBER

TEMPORARY CONSTRUCTION EASEMENT TRACT #13A

Kappelman's Bel Aire
Heights Addition



Owner:

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

PIN: 00271878

Temporary Construction Easement Area:
3,492 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 September __, 2025, described as being the South 10.00 feet of said Lot 3, EXCEPT the East 40.00 feet of said Lot 3.

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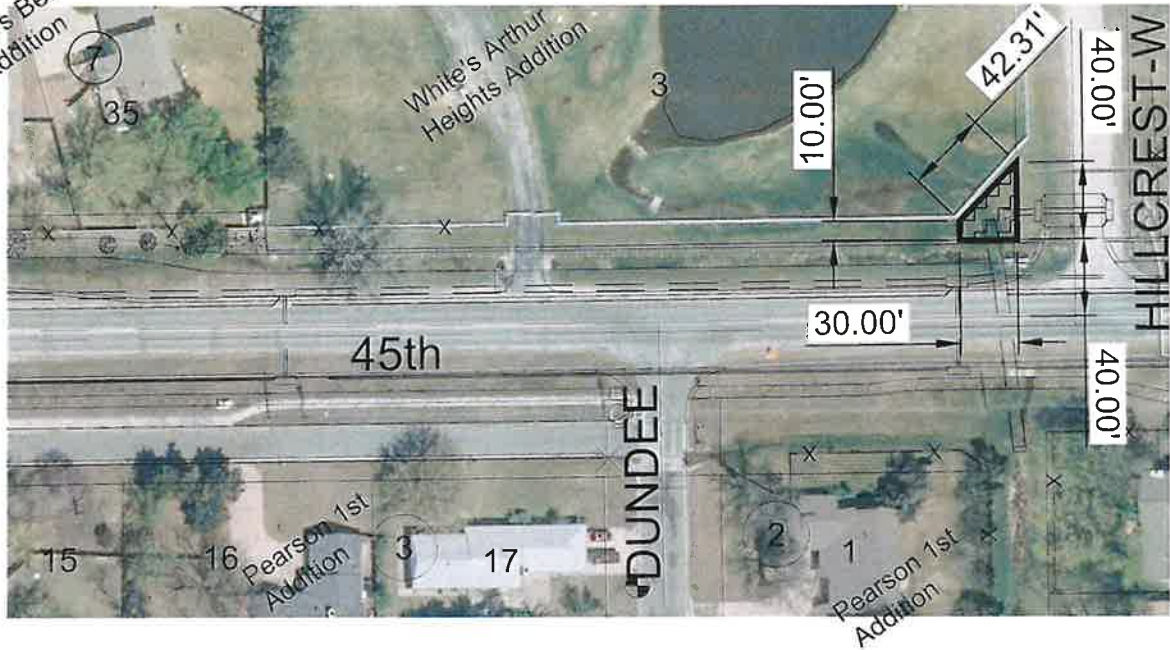
1995 Midfield Road
Wichita, KS 67209
(316) 264-8008

FIGURE NUMBER

SHEET
NUMBER

PERMANENT DRAINAGE EASEMENT TRACT #13B

Kappelman's Bel Aire
Heights Addition



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