

1 **PLANNED UNIT DEVELOPMENT AGREEMENT**
2 **CONCERNING THE DEVELOPMENT**
3 **OF CHAPEL LANDING ADDITION**
4 **TO BEL AIRE, SEDGWICK COUNTY, KANSAS**
5
6

7 THIS AGREEMENT is made and entered into this 6th day of May, 2025, by and between
8 JCT Holdings, LLC, a Kansas Limited Liability Company, hereinafter referred to as the
9 "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, a municipal corporation, hereinafter
10 referred to as the "CITY."

11
12 WHEREAS the Developer desires zoning by an R-PUD from the City on a portion of land
13 more fully described below and herein referred to as CHAPEL LANDING ADDITION to the City
14 of Bel Aire, Kansas; and
15

16 NOW, THEREFORE, in consideration of the mutual covenants herein contained, the
17 Developer and the City agree as follows:
18

19 **PURPOSE.** This agreement is necessary to address the need to establish a zoning change
20 to a Planned Unit Development in the City. The intent of this R-PUD is to permit a new approach
21 to providing increased development flexibility in a manner otherwise constrained by the traditional
22 development standards of the Zoning Code and Subdivision Regulations. This R-PUD is
23 specifically designed for the final plat on a tract of land more fully described below and herein
24 referred to as the CHAPEL LANDING ADDITION R-PUD project to the City of Bel Aire,
25 Kansas.
26

27 **CHAPEL LANDING ADDITION R-PUD PROJECT LEGAL DESCRIPTION.** The
28 tract of land herein referred to as CHAPEL LANDING ADDITION R-PUD project to the City of
29 Bel Aire, Kansas has the following legal description, to-wit:
30

31 Legal description:

32 Lots 1 through 9, 11 through 16, Block E, Chapel Landing, Bel Aire, Sedgwick County,
33 Kansas, TOGETHER with Lot 10, Block E, Chapel Landing, Bel Aire, Sedgwick
34 County, Kansas, EXCEPT that part described as Beginning at the southwest corner of
35 said Lot 10; thence N06°30'50"W, coincident with the west line of said Lot 10, 130.74
36 feet to the northwest corner of said Lot 10; thence northeasterly, coincident with the north
37 line of said Lot 10, said line being a curve to the left, having a central angle of 16°15'55",
38 a radius of 50.00 feet, an arc distance of 14.19 feet (having a chord length of 14.15 feet
39 bearing N44°35'18"E) to a deflection corner in the north line of said Lot 10; thence
40 continuing northeasterly coincident with the north line of said Lot 10, said line being a
41 curve to the left, having a central angle of 2°36'33", a radius of 593.39 feet, an arc
42 distance of 27.02 (having a chord length of 27.02 feet bearing N88°16'52"E); thence
43 S06°29'01"E, 141.41 feet to the south line of said Lot 10; thence S89°35'09"W,
44 coincident with the south line of said Lot 10, 38.08 feet to the point of beginning.
45 (Excluded Parcel a/k/a 5333 N. Pinecrest Ct, Bel Aire, Kansas)
46

Lots 1 through 24, Block F, Chapel Landing, Bel Aire, Sedgwick County, Kansas.
PERMITTED USES.

The Chapel Landing Addition to the City of Bel Aire, Kansas shall have the uses permitted in the “R-4” Single Family Residential District, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

“R-4” Single Family:

- Single-Family
- Two-Family
- Townhouse units (as defined by provision 7)
- Leasing office
- Playgrounds or community spaces
- Accessory structures

1. Lots 1 through 16, Block E, and Lots 1 through 24, Block F shall permit the future division of platted lots without the approval of individual lot splits to divide dwelling units into separate ownerships. Lots splits are only allowed along common wall lines to create two-family (duplex) attached dwellings. Only one split per lot is permitted to create a maximum of two lots. Surveyed legal descriptions of divided lots shall be recorded with the Sedgwick County Register of Deeds office to establish a new zoning lot.
2. Once recorded with the Sedgwick County Register of Deeds, a copy of the legal descriptions of divided lots shall be submitted to the City of Bel Aire.
3. The respread of special assessment taxes shall then be divided 50% of aggregate to each new lot created in the boundary survey.
4. The Development and Performance Standards and Height and Area Regulations of the “R-4” Single-Family Residential District shall apply to lots 1 through 16, Block E, and lots 1 through 24, Block F with the following exceptions:
 - a. There shall be no required interior side yard setbacks, provided units share a common wall line to create two-family (duplex) attached dwellings.
 - b. There shall be a 6’ interior side yard setback, provided units do not share a common wall.
 - b. Divided lots, as permitted by provision 1, shall have a minimum lot area of 4,000 square feet.
 - c. Divided lots, as permitted by provision 1, shall have a minimum lot width of 25’ with an approach maximum of 30’ width as measured along the front building setback line.

92 d. Accessory uses shall be allowed on all lots per R-4 Zoning Code allowances.

93 e. All dwellings shall be built to all applicable building standards adopted by the City
94 of Bel Aire.

95
96 5. All construction of dwellings constructed prior to the approval of this Planned Unit
97 Development shall be considered in accordance with said R-PUD to a duplex building
98 standard as an exception to all applicable building standards adopted by the CITY, the
99 landscape requirement shall be divided equally between the two new lots. 1 street tree will
100 be required for each lot that is split.

101
102 6. Homes on lots that are split will be considered "townhouses units" as defined in the
103 Townhouse Ownership Act outline in Chapter 58, Article 37 of the Kansas State Statutes.

104
105 7. Townhouses are defined as a multi-family dwelling, in which a group of 2 or more attached,
106 single-family dwelling units is constructed so that each unit extends from foundation to
107 roof and has open space on at least 2 sides. Each unit of the townhouse may be placed
108 on a separate lot in which the internal setbacks between each attached unit shall be 0 feet,
109 as specified herein.

110
111 8. Title: The transfer of the title on all or any portion of the land included in this R-PUD does
112 not constitute a termination of the plan or any portion thereof, but said plan shall run with
113 the land for residential development and be binding upon the present owners, their
114 successors and assigns as amended.

115
116 9. Per K.S.A. 58-3706, A Declaration of covenants, conditions, and restrictions shall be
117 recorded with the Sedgwick County Register of Deeds for all real estate submitted using the
118 Townhouse Ownership Act. Said declaration shall contain the following:

119 a) Description of the real estate on which the townhouse units are or are to be located.

120 b) Description of the townhouse units.

121 c) Description of the common areas and facilities to include but not limited to all central
122 services installed for the benefit of more than one owner, such as television antennas,
123 incinerators, trash receptacles, pipes, wires, conduits, and other public utility lines and
124 facilities.

125 d) Description of all easements, rights and appurtenances thereto necessary to the existence,
126 maintenance and safety of the townhouse units.

127 e) All common expenses and the method by which such expenses may be incurred and
128 charged to the townhouse unit owners.

129 f) All lien rights of the association for non-paid common expenses.

130 g) All easements created for the benefit of the association and all townhouse unit owners.

131 h) All provisions relating to insurance required to be obtained and maintained by the
132 association and/or by each townhouse unit owner, including the obligation of the
133 insurance trustee to use proceeds received after loss for rebuilding.

134 i) The method by which the declaration may be amended, consistent with the provisions of
135 the Kansas Townhouse Act.

136 j) Such other provisions not inconsistent with the Townhouse Ownership Act as deemed
137 necessary.

10. Amendments, adjustments, or interpretations of this R-PUD shall be done in accordance with the CITY's code.

OBJECTIVE. A specific objective of this agreement is to assure that necessary improvements are in place to support development of the tract of land herein referred to as the Chapel Landing Addition to the City of Bel Aire, Kansas. Therefore, the Developer's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property.

INFRASTRUCTURE INSTALLATION. Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, streetlights, cable and telephone service shall be installed underground. The Developer shall be responsible for the costs of engineering design, construction and inspection of all private utility improvements (electricity, communications, telecommunications and gas) necessary for the platting and development of the tract of land herein referred to as the Chapel Landing Addition in accordance with the utility extension requirements of each private utility company. Utility improvements shall be installed on city owned property or within public right of ways or easements. The expense of all such utility and sewer service within the property shall be borne by the Developer.

The Developer shall dedicate necessary public easements for all private and public utility improvements necessary for the platting and development of the tract of land herein referred to as the Chapel Landing Addition to the City of Bel Aire, Kansas. Said improvements include storm water system, water distribution system, sanitary sewer lines, driveways and utilities.

The Developer shall pay one hundred percent (100%) of the cost of the improvements. The Developer shall indemnify and hold harmless the City from any liability from damages that may occur during construction.

DRAINAGE. The ultimate effect of increased drainage from platted property on surrounding property must be addressed as part of the platting process. The Developer shall prepare a storm drainage plan that shall address the effect of increased drainage, meet City specifications and be approved by the City Engineer. As part of the drainage plan, a final grading plan showing all drainage inlets and a storm sewer plan including placement of inlets, pipes and manholes, shall be submitted and approved by the City prior to any issuance of permits. Street, curb, lot corner and pad elevations shall be submitted for review and approval by the City prior to any demolition, site development, construction or permits obtained. All Storm water outfall lines shall be placed within utility easements dedicated to the City. After approval by the City Engineer of said storm drainage plan, with any necessary modifications, the Developer shall install, or cause to be installed, the improvements pursuant to the drainage plan.

SANITARY SEWER. The City will provide access to the property line for public sanitary sewer in the utility easements provided with the plat per the approved City Engineer's drawings on file for Chapel Landing Addition. Each unit or tenant space must have separate sanitary sewer hookups installed to City standards. The Developer shall pay all Sanitary Sewer User Fees and Hook Up Fees.

183
184 **WATER.** The City will provide access to the property line for public water in the right-
185 of-way located along 53rd St N. per the approved City Engineer's drawings on file for Chapel
186 Landing Addition. Each unit or tenant space must have separate metered water supply installed to
187 City standards. The Developer shall pay all Water User Fees and Hook Up Fees.
188

189 All fire hydrant locations must be identified on a plan & approved by the Sedgwick County
190 Fire Department according to its standards. Developer is responsible to meet all Sedgwick County
191 Fire Codes & Standards and installation by the Developer shall be to City standards.
192

193 **SIGNAGE.** All signage shall comply with the applicable ordinances and zoning
194 regulations of the City and be submitted in writing to the City for approval. Each site shall be
195 allowed one six-foot wide monument type entry sign, not exceeding 6 feet in height. Any future
196 signage must be approved by the City Manager.
197

198 **PERMITS.** No construction shall commence on any portion of the tract of land herein
199 referred to Chapel Landing Addition R-PUD project to the City of Bel Aire, Kansas without the
200 Developer, or its designated builder, having first obtained the proper building and zoning permits
201 from the City.
202

203 The development of Chapel Landing Addition project to the City of Bel Aire, Kansas shall
204 proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined
205 by the City, shall constitute a violation of the building permit authorizing construction of the
206 proposed development. The final site dimensions, grading plan, drainage, landscape plan, street
207 plan, parking plan and utility plans will be submitted and approved in phases based on the
208 conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and
209 approval by the City.
210

211 Any and all costs including permit fees, review fees, and building and zoning permit and
212 review fees incurred or required by city staff and review and/or through building and zoning review
213 shall be paid by the Developer.
214

215 **RECORDING.** The Developer shall file an executed copy of this Agreement including
216 Exhibit 1 (Party Wall Agreement) with the Sedgwick County Register of Deeds within 30 days of
217 final approval and within 45 days shall provide the City with proof of filings. A copy of this
218 Agreement including Exhibit 1 (Party Wall Agreement) showing said recording along with a copy
219 of the recorded plat shall be furnished by the Developer to the City and general contractor before
220 building permits are issued.
221

222 **BINDING.** The terms and conditions of this Agreement, as set forth herein, shall be
223 binding upon the City and the Developer, their successors, representatives, trustees, and assigns.
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225
226 *[Remainder of this page intentionally left blank]*
227
228

Signed this _____ day of _____, 2025.

JCT Holdings, LLC, (DEVELOPER)
A Kansas Limited Liability Company

Travis Whisler, Amended Member

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of May, 2025, before me, a Notary Public, came Travis Whisler, Amended Member of JCT Holdings LLC, a Kansas limited liability company, DEVELOPER, who is known to me to be the same person who executed the within instrument of writing and such person duly acknowledged execution of the same to be the act and deed of said limited liability company.

NOTARY PUBLIC

My Appointment Expires: _____

THIS AGREEMENT was approved by the Governing Body of the City of Bel Aire, Kansas, on this 6th day of May, 2025.

Signed by the Mayor on this _____ day of May, 2025.

CITY OF BEL AIRE, KANSAS (CITY)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM:

Maria A. Schrock, City Attorney

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of May, 2025, before me, a Notary Public, came Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas, a municipal corporation, who is known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of the City of Andover and such person duly acknowledged execution of the same to be the act and deed of said City of Bel Aire, Kansas.

NOTARY PUBLIC

My Appointment Expires: _____