1	(EXHIBIT 1)
2	PARTY WALL AGREEMENT
3	CONCERNING DEVELOPMENT IN
4	CHAPEL LANDING ADDITION R-PUD
5	
6	1. Parties and Property
7	1.1 This Party Wall Agreement ("Agreement") is made on (DATE) between (PARTY A) and
8	(PARTY B) collectively referred to as the "Parties."
9	1.2 Owner A is the owner of the property located at (ADDRESS A)
10	1.3 Owner B is the owner of the adjacent property located at (ADDRESS B)
11	1.4 The properties share a common wall ("Party Wall") along their shared boundary.
12	1.4 The properties share a common wan (Tarty wan) along their shared boundary.
13	2. Governing Law
14	2.1 This Agreement shall be governed by and construed in accordance with the laws of the State
15	of Kansas.
16	of Kansas.
17	3. Ownership and Rights
18	3.1 The Parties agree that they each own an undivided one-half interest in the Party Wall.
19	3.2 Each Party shall have the right to use the Party Wall for support of their respective buildings
20	and structures.
21	3.3 Neither Party shall make any alterations to the Party Wall that would impair its structural
22	integrity or interfere with the other Party's use without prior written consent.
23	integrity of interfere with the other rarry's use without prior written consent.
24	4. Maintenance and Repairs
25	4.1 The Parties shall equally share the cost of maintaining and repairing the Party Wall.
26	4.2 If one Party's actions necessitate repairs, that Party shall bear the full cost of such repairs.
27	4.3 Emergency repairs may be undertaken by either Party, with costs to be shared equally unless
28	Section 4.2 applies.
29	Section 4.2 applies.
30	5. Destruction and Reconstruction
31	5.1 If the Party Wall is partially or totally destroyed, the Parties shall rebuild it at their joint
32	expense, unless one Party elects not to rebuild their structure.
33	5.2 If one Party elects not to rebuild, they shall contribute half the cost of demolition and shall
34	have no further rights in the Party Wall.
35	nave no idialo in the i dity with
36	6. Dispute Resolution
37	6.1 Any disputes arising from this Agreement shall be resolved through mediation before
38	resorting to litigation.
39	6.2 If mediation fails, this contract shall be interpreted under the laws of the State of Kansas
40	without regard to its choice of law provisions, and that venue of any dispute requiring litigation
41	shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.
42	, 11 1 J
43	7. Binding Effect
44	7.1 This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs,
45	successors, and assigns.
46	

47 48 49 50 51 52 53 54 55 56 57 58 59 60	8. Amendments 8.1 This Agreement may only be amended by written instrument signed by both Parties. 9. Severability 9.1 If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. [Remainder of this page intentionally left blank]
61 62 63 64 65 66 67 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 89 90	

93 94 95	THIS AGREEMENT is hereby executed on the	his day of	, 20
96			
97 98 99 100 101	PARTY A	A	
102 103 104 105 106 107 108 109 111 112 113 114 115 116 117 118 119 120 121	THIS AGREEMENT is hereby executed on the	hisday of	, 20
123 124			
125 126 127 128 129 130	PARTY I	В	
132			
133			

134	ACKNOWLEDGEMENTS
135	
136	
137	STATE OF KANSAS)
138	COUNTY OF SEDGWICK)
139	SS:
140	DE JEVOVONO DVI A LA DEDGOMG A
141	BE IT KNOWN BY ALL PERSONS that on this day of, 202_,
142	before me, a Notary Public, came Party A,, who is known to me and who personally
143	acknowledged execution of the foregoing Agreement concerning the PARTY WALL
144	AGREEMENT CONCERNING DEVELOPMENT IN CHAPEL LANDING ADDITION R-PUD
145	to the City of Bel Aire, Kansas.
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149	N
150	Notary Public
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153	My Appointment Expires:
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158	STATE OF KANSAS)
159	COUNTY OF SEDGWICK)
160	SS:
161	DE JE IZNOVAL I DEDGONG (1 / 41'
162	BE IT KNOWN BY ALL PERSONS that on this day of, 202_,
163	before me, a Notary Public, came Party B,, who is known to me and who personally
164	acknowledged execution of the foregoing Agreement concerning the PARTY WALL
165	AGREEMENT CONCERNING DEVELOPMENT IN CHAPEL LANDING ADDITION R-PUD
166	to the City of Bel Aire, Kansas.
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170	N. (D.11'
171	Notary Public
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173	Mr. Amaintment Evenines
174	My Appointment Expires: