

(EXHIBIT 1)
PARTY WALL AGREEMENT
CONCERNING DEVELOPMENT IN
CHAPEL LANDING ADDITION R-PUD

1. Parties and Property

1.1 This Party Wall Agreement ("Agreement") is made on (DATE) between (PARTY A) and (PARTY B) collectively referred to as the "Parties."

1.2 Owner A is the owner of the property located at (ADDRESS A)

1.3 Owner B is the owner of the adjacent property located at (ADDRESS B)

1.4 The properties share a common wall ("Party Wall") along their shared boundary.

2. Governing Law

2.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

3. Ownership and Rights

3.1 The Parties agree that they each own an undivided one-half interest in the Party Wall.

3.2 Each Party shall have the right to use the Party Wall for support of their respective buildings and structures.

3.3 Neither Party shall make any alterations to the Party Wall that would impair its structural integrity or interfere with the other Party's use without prior written consent.

4. Maintenance and Repairs

4.1 The Parties shall equally share the cost of maintaining and repairing the Party Wall.

4.2 If one Party's actions necessitate repairs, that Party shall bear the full cost of such repairs.

4.3 Emergency repairs may be undertaken by either Party, with costs to be shared equally unless Section 4.2 applies.

5. Destruction and Reconstruction

5.1 If the Party Wall is partially or totally destroyed, the Parties shall rebuild it at their joint expense, unless one Party elects not to rebuild their structure.

5.2 If one Party elects not to rebuild, they shall contribute half the cost of demolition and shall have no further rights in the Party Wall.

6. Dispute Resolution

6.1 Any disputes arising from this Agreement shall be resolved through mediation before resorting to litigation.

6.2 If mediation fails, this contract shall be interpreted under the laws of the State of Kansas without regard to its choice of law provisions, and that venue of any dispute requiring litigation shall be in any court of appropriate jurisdiction in Sedgwick County, Kansas.

7. Binding Effect

7.1 This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors, and assigns.

47 8. Amendments

48 8.1 This Agreement may only be amended by written instrument signed by both Parties.
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50 9. Severability

51 9.1 If any provision of this Agreement is held invalid or unenforceable, the remainder shall
52 remain in full force and effect.
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54 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above
55 written.
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THIS AGREEMENT is hereby executed on this _____ day of _____, 20__.

PARTY A

Name

THIS AGREEMENT is hereby executed on this _____ day of _____, 20__.

PARTY B

Name

ACKNOWLEDGEMENTS

STATE OF KANSAS)
COUNTY OF SEDGWICK)

ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 202_,
before me, a Notary Public, came Party A, _____, who is known to me and who personally
acknowledged execution of the foregoing Agreement concerning the PARTY WALL
AGREEMENT CONCERNING DEVELOPMENT IN CHAPEL LANDING ADDITION R-PUD
to the City of Bel Aire, Kansas.

Notary Public

My Appointment Expires: _____

STATE OF KANSAS)
COUNTY OF SEDGWICK)

ss:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 202_,
before me, a Notary Public, came Party B, _____, who is known to me and who personally
acknowledged execution of the foregoing Agreement concerning the PARTY WALL
AGREEMENT CONCERNING DEVELOPMENT IN CHAPEL LANDING ADDITION R-PUD
to the City of Bel Aire, Kansas.

Notary Public

My Appointment Expires: _____