

**AGREEMENT
CONCERNING THE DEVELOPMENT
OF SKYVIEW AT BLOCK 49 3RD ADDITION,
BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between Block 49, LLC, a Kansas limited liability company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the DEVELOPER desires platting by the CITY of a tract of land more fully described below and herein referred to as SKYVIEW AT BLOCK 49 3RD ADDITION, Bel Aire, Sedgwick County, Kansas (hereinafter, SKYVIEW AT BLOCK 49 3RD); and

WHEREAS, the CITY is willing to plat said SKYVIEW AT BLOCK 49 3RD under certain applicable conditions stated herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the DEVELOPER and the CITY agree as follows:

PURPOSE: This agreement is necessary to address certain public interest, infrastructure, financial, and drainage conditions arising from the platting process. As such, approval of this Agreement is a condition precedent to the filing of the final plat and conveyance of the tract of land more fully described below and herein referred to as SKYVIEW AT BLOCK 49 3RD.

Specifically, this agreement is to assure that necessary improvements are in place to support development of SKYVIEW AT BLOCK 49 3RD. 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. The DEVELOPER shall strictly observe and comply with the terms of this Agreement, all regulations, resolutions, policies, and ordinances of the CITY and Sedgwick County, and all statutes and laws of the State of Kansas and of the United States.

The development of SKYVIEW AT BLOCK 49 3RD shall proceed in accordance with this Agreement and all other platting requirements. Any deviation, may result in suspension or termination of such building permit. It is understood by the parties that the final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted by the DEVELOPER and approved by the CITY in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for

review and approval by the CITY. Any and all costs incurred by DEVELOPER to comply with the requirements of this agreement including permit fees, review fees, and building and zoning permit and review fees, shall be paid by the DEVELOPER.

SKYVIEW AT BLOCK 49 3RD LEGAL DESCRIPTION: The tract of land herein referred to as SKYVIEW AT BLOCK 49 3RD ADDITION, Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

The East 1,235.00 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th/ P.M., Sedgwick County, Kansas, EXCEPT the North 882.00 feet thereof.

PERMITTED USE: The lot will be zoned to C-2/PUD and remain controlled by a for-profit development, as a single controlling entity or owner for the approved development as presented, and construction upon such lot shall adhere to the following conditions:

1. Enclosed and outside storage, living quarters for storage facility as shown on the approved site plan.
2. Accessory structures to contain trash or mowing equipment as approved.
3. Any other use permitted in the C-2 district.

CONSTRUCTION PERIOD REQUIREMENTS. In addition to other requirements set forth within this agreement regarding property maintenance, the following requirements shall be met specifically during the period of time during which construction of SKYVIEW AT BLOCK 49 3RD is being developed:

All lots covered by this Agreement shall be subject to the CITY'S storm water regulations. The Contractor shall install and the DEVELOPER maintains the storm water protection devices established by the CITY and shown in the construction plans for master drainage / grading plan until such time the devices are no longer needed due to the adequate establishment of ground cover. All lots covered by this agreement shall be kept clean, shall not pond water, shall be mowed to a height not exceeding eight (8) inches, and shall comply with all applicable laws and regulations pertaining to erosion control.

All temporary construction units must be removed when building in the immediate vicinity is completed. Temporary construction units will be relocated to areas actively being constructed.

All temporary utility connections made to expedite the development must be removed immediately as utility services are provided; i.e. temporary above ground power supply.

Construction traffic shall enter from WEBB ROAD. DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorists and neighbors.

DETENTION POND. The pond will act as temporary sedimentation basins during construction but is limited to the amount of sediment allowed and DEVELOPER responsible for any dredging required. The drainage pond shall be designed to provide detention for the increased impervious surface area beyond what was originally planned for in the Tierra Verde drainage plan.

DRAINAGE. Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of SKYVIEW AT BLOCK 49 3RD must be addressed as part of the platting process. The DEVELOPER shall prepare a storm drainage plan which shall address the various impacts of increased/modified drainage, meet CITY drainage specifications, and be approved by the City Engineer. Prior to approval of said proposed storm drainage plan, the City Engineer may impose modifications upon such proposed plan as Engineer deems necessary to insure the effectiveness of such plan. After approval by the City Engineer of said storm drainage plan, including any necessary modifications, the DEVELOPER shall install, or cause to be installed, the improvements pursuant to the drainage plan.

The DEVELOPER shall maintain a master drainage plan throughout the development stage for each phase.

ELECTRIC: All electric lines shall be installed underground and paid for by the DEVELOPER.

EROSION, STORMWATER, AND SEDIMENT CONTROL. The DEVELOPER must follow all National Pollution Discharge Elimination System (NPDES), Kansas Department of Health & Environment (KDHE) and City of Bel Aire Standards for erosion, stormwater, and sediment control on site.

FENCING & SCREENING: Fencing and screening methods and materials shall blend in with the architectural design of the buildings and to reasonably hide the materials, trash and recycling containers from ground view, and all fencing and screening methods and materials shall be as shown on the submitted landscape plan. If any fencing or screening is installed by the DEVELOPER during Development, all future maintenance and upkeep shall be performed by the lot owner.

FIRE HYDRANTS: All fire hydrants shall be of a type and quality specified by CITY Specification Standards, but not less than the minimum standards of the National Board of Fire Underwriters, and shall be provided and connected to the CITY'S municipal water supply system. Such hydrants shall be subject to the inspection and approval of the applicable Fire Chief.

INFRASTRUCTURE PETITION AND INSTALLATION: The development of SKYVIEW AT BLOCK 49 3RD is being accomplished by virtue of a multi-phase process. Representatives of the parties shall formally meet and review the existing and proposed

phases of development as well as the requirements of this agreement, prior to the submission of petitions for infrastructure improvements for each phase of development. Petitions will only be provided for improvements to be installed using special assessment financing.

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, street lights and telephone service shall be installed underground. The DEVELOPER shall pay for the engineering design, construction and inspection of water mains, sanitary sewer mains, storm water systems and paving necessary for the platting and development of the tract of land herein referred to as the SKYVIEW AT BLOCK 49 3RD, Bel Aire, Sedgwick County, Kansas unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas. Storm sewer that conveys drainage from adjoining properties and the water mains for water service and fire protection shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. All other improvements will be owned and maintained by the DEVELOPER.

Whenever existing sanitary sewer, storm water, water lines, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipe lines or transmission lines are required to be installed, lowered, encased, modified or relocated due to the subdivision or construction improvements required, and in the event it was not known at time of platting approval, the DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during said construction.

LANDSCAPING & SCREENING: The DEVELOPER has submitted to the CITY, a "Landscape Plan" that is representative of the landscaping to be provided as each phase of SKYVIEW AT BLOCK 49 3RD is developed. The "Landscaping Plan" shows contours, utilities, size and spread at planting, any type of ground cover, shrubs, and coordinate with the Drainage Plan and Site Plan for the project.

Any areas outside of the general boundaries of each development phase shall be planted to appropriate turf or ground cover adequate to prevent undue soil erosion and shall be maintained in accordance with applicable CITY ordinances. Any future Phases to be constructed shall also submit and have approved by the CITY, detailed landscape plans for that Phase. Within all detailed landscape plans, ground mounted mechanical equipment and trash receptacles shall be screened from ground level view.

LIGHTING: Outdoor lighting sources shall employ cutoff luminaires to minimize light trespass and glare onto adjoining properties, and shall be mounted at a height not exceeding 20 feet.

MAINTENANCE: DEVELOPER will be required to provide continuous maintenance for Reserve "A", and all identified common areas, ponds, irrigation systems within said reserve in SKYVIEW AT BLOCK 49 3RD. Improvements within Reserve "A" shall be installed and owned by the DEVELOPER.

PERMITS. No construction shall commence on any portion of the tract of land herein referred to as SKYVIEW AT BLOCK 49 3RD without the DEVELOPER having first obtained the proper building and zoning permits from the CITY.

ROADWAYS, PARKING, DRIVES, and ACCESS:

All driveways shall be constructed in compliance with CITY ordinance.

SANITARY SEWER: The subject property is currently served by an existing sewer main that is owned and maintained by the CITY. No additional sewer mains are proposed to serve this property. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances. In the event that additional sanitary sewer mains are deemed necessary, the DEVELOPER shall petition the CITY to perform the engineering design review, construction and inspection of collection lines to transport sewage and discharge into existing downstream sanitary sewer mains. Said sewer main shall be dedicated to and owned and maintained by the CITY. Said sewer main shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted by the DEVELOPER or acquired as part of the construction project and dedicated by separate instrument.

SIGNAGE. Along 49th Street North a six-foot wide monument type sign, not exceeding 6 feet in height shall be permitted. Along Webb Road a 2-sided pole sign will be permitted which shall not exceed 30 feet in height and have a maximum of 50 square feet per side. All signage shall comply with the applicable ordinances and zoning regulations of the City and be submitted in writing to the CITY for written approval.

Signs are to be maintained by the DEVELOPER indefinitely unless an alternative plan approved by the CITY. Failure of the DEVELOPER to maintain such areas and property shall be grounds for the CITY to enforce this provision as a nuisance abatement action, at the cost and expense of the DEVELOPER and/or HOA.

WATER: The DEVELOPER shall petition the CITY to perform the engineering design, construction and inspection of transmission water lines to the municipal water supply system of the City of Bel Aire, Kansas. Said water transmission lines shall be dedicated to and owned and maintained by the CITY. Lines shall be designed to loop if possible. Said water transmission lines shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted to the CITY by the DEVELOPER or acquired as part of the construction project and dedicated by separate instrument. All water taps and service lines up to the meter shall be installed at the time of the water line construction. All Water User Fees and Hookup Fees are subject to City Ordinances.

BONDING CAPACITY. Assurances are to be provided whenever the CITY has been

furnished a financial guarantee (irrevocable letter of credit, corporate completion bond, cashier's check, escrow account or cash) on 35% of the estimated principal cost of the project (engineering design, construction, inspections, temp note interest and administration). The Letter of Credit (LOC) or bond will be in the form approved by the CITY and name the City of Bel Aire as beneficiary. The assurances will serve to protect the general taxpayers of Bel Aire from subsidizing the special assessment debt. The assurance shall be filed prior to any debt being issued by the CITY for any of the expenses mentioned above and be in the amount equal to 35% of these same costs. It is understood that this letter of credit shall be automatically renewed for additional 2-year periods unless the DEVELOPER notifies the CITY in writing at least sixty (60) days prior to the then relevant expiration date that it will not be renewed at which time the DEVELOPER may draw up to the full amount of the credit available at that time. Provided there are no delinquent taxes or special assessments owed by the DEVELOPER, the financial guarantee will be released upon request of the DEVELOPER when development (issuance of satisfactory framing by the City of Bel Aire) of 35% of the properties covered by the LOC, the CITY will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released the CITY shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments.

MISCELLANEOUS:

The DEVELOPER must make mail delivery provisions for the living quarters with the U.S. Postal Services.

Any land dedicated to or owned by a municipal authority shall be exempt from any and all assessments including those assessed by Homeowners Association Covenants. Land within this plat owned by such a municipal organization, exempt from taxation by the laws of the State of Kansas, shall not be subject to any non-taxing authority assessments throughout the duration of such ownership.

MODIFICATION OF PLAT THROUGH REPLATTING PROCESS. While it is intended by the parties that the development will precede in compliance with this Agreement and the existing plat of SKYVIEW AT BLOCK 49 3RD nothing herein shall be construed to prohibit modifications to the SKYVIEW AT BLOCK 49 3RD development as a result of the formal replatting process.

RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER: Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of streets, sewer, and water facilities for SKYVIEW AT BLOCK 49 3RD or other projects or additions, including excavation, storm sewers and detention ponds, the costs for which shall be spread as special assessments against the addition on a square footage basis, but not for three (3) years following the completion of construction, or until the year 2025.

The DEVELOPER agrees to assume responsibility to see that all original purchasers of lots

in the Addition receive a copy of the Developer's Agreement and the Restrictive Covenants at the time of purchase.

The DEVELOPER agrees to provide the CITY with a copy of the Restrictive Covenants once adopted.

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in SKYVIEW AT BLOCK 49 3RD or any individual or entity who later becomes a DEVELOPER by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of this Development Agreement, and shall be liable for the payment of other costs and expenses payable by DEVELOPER hereunder which are incurred for improvements or facilities located on the lots or which are used or are available for the benefit of the lot or lots owned by the DEVELOPER.

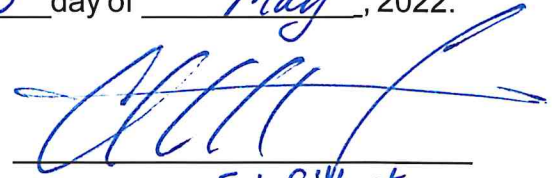
Likewise, each DEVELOPER shall be responsible for the performance or compliance with other obligations or requirements contained herein which may be performed on the lot or lots owned by the DEVELOPER or which the DEVELOPER otherwise has the legal power and authority to perform. In the event any improvements or facilities are constructed on the lots or lot of a DEVELOPER not to serve the needs of that lot or lots, but rather to serve the needs of a lot or lots not owned by the DEVELOPER, the DEVELOPER shall have no liability or responsibility for the costs and expenses incurred in the construction or maintenance of those improvements or facilities.

Finally, in the event improvements or facilities are constructed and maintained to serve lots owned by more than one DEVELOPER or for the use of all DEVELOPERS, the costs and expenses for such construction and maintenance shall be paid by all DEVELOPERS whose lots are served by such improvements and facilities which costs and expenses shall be allocated to those DEVELOPERS whose lots are being served in the proportion that the number of square feet in the lots being served and respectively owned by them bears to the total square feet of all lots being served.

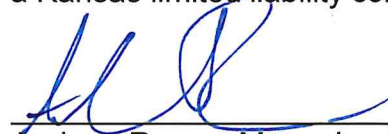
RECORDING: The DEVELOPER shall file an executed copy of this Agreement with the Sedgwick County Register of Deeds. A copy of this Agreement showing said recording along with a copy of the recorded plat shall be furnished by the DEVELOPER to the general contractor before building permits are issued.

BINDING: The terms and conditions of this Agreement, as set forth herein, shall be binding upon the City and the DEVELOPER, their successors, representatives, trustees, and assigns.

THIS AGREEMENT is hereby executed on this the 13th day of May, 2022.



DEVELOPER, Eric Gilbert
Skyview at Block 49, LLC,
a Kansas limited liability company



Andrew Reese, Managing Member
Skyview at Block 49, Bel Aire,
Sedgwick County, Kansas

THIS AGREEMENT was approved by vote of the City Council of the City of Bel Aire,
Kansas on the _____ day of _____, 2022 and is hereby executed on this
_____ day of _____, 2022.

MAYOR, JIM BENAGE

SEAL

ATTEST:

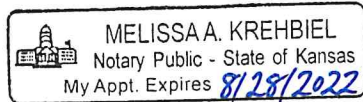
CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

STATE OF Kansas
COUNTY OF Sedgwick

BE IT KNOWN BY ALL PERSONS that on this 13th day of May, 2022, before me, a Notary Public, came Eric Gilbert and Andrew Reese, who ^{are} ~~is~~ known to me and who personally acknowledged execution of the foregoing Agreement as the Developer of Skyview at Block 49 3rd Addition, Bel Aire, Sedgwick County, Kansas.

[Notary Stamp]



Melissa A. Krehbiel
NOTARY PUBLIC

My Appointment Expires: 8/28/2022

STATE OF KANSAS
COUNTY OF SEDGWICK

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2022, before me, a Notary Public, came Mr. Jim Benage, who is known to me to be the Mayor of Bel Aire, Kansas and who personally acknowledged execution of the foregoing Agreement Concerning the Development of Skyview at Block 49 3rd Addition, Bel Aire, Sedgwick County, Kansas, and Melissa Krehbiel who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. Jim Benage.

[Notary Stamp]

NOTARY PUBLIC

My Appointment Expires: _____