

AGREEMENT
BY AND BETWEEN

THE CITY OF BEL AIRE, KANSAS

Party of the First Part

And

BAYSIDE DEVELOPMENT LLC.

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Drainage Improvements in:

Lot 2 Block A
Sunflower Commerce Park 2nd Addition
Bel Aire, Sedgwick County, Kansas

all within the City Limits of the City of Bel Aire; and

WHEREAS, Party of the Second Part is the landowner of all or part of the above described improvement district; and

WHEREAS, Party of the Second Part has re-platted the above described real property into Sunflower Commerce Park 3rd Addition, City of Bel Aire, Sedgwick County, Kansas; and

WHEREAS, the above described real property has special assessments for the improvements described above; and

WHEREAS, Party of the Second Part desires that a reassessment be made; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Said real property described as follows were part of the improvement district for drainage improvements.

Lot 2 Block A
Sunflower Commerce Park 2nd Addition, Bel Aire, Sedgwick County, Kansas

2. The Parties agree to make a reassessment for the said municipal projects in the following manner:

Lots 1 through 8, Block 1
All in Sunflower Commerce Park 3rd Addition, Bel Aire, Sedgwick County, Kansas

Shall each pay 1/8 of the total cost apportioned to the improvement district described above.

2. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

3. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

4. The Party of the Second Part further agree that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed
this agreement the _____ day of _____, 2023.

THE CITY OF BEL AIRE, KANSAS

By: _____
_____, Mayor
Party of the First Part

Approved as to form:

Maria A. Schuch
Director of Law

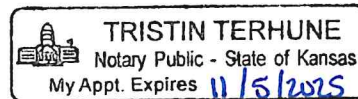
City Clerk

BAYSIDE DEVELOPMENT LLC

By: *ML*
Michael Le, Owner
BAYSIDE DEVELOPMENT LLC

STATE OF KANSAS)
SEDGWICK COUNTY)

SS:



BE IT REMEMBERED, that on this 4 day of October, 2023, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael Le, Owner, LLC, BAYSIDE DEVELOPMENT LLC personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

Tristin Terhune
NOTARY PUBLIC

NOV. 5, 2023
Appt EXPIRES