

**AGREEMENT
CONCERNING THE DEVELOPMENT
OF THE PRAIRIE PRESERVE, BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between TOWANDA LAND COMPANY, 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 the Prairie Preserve, Bel Aire, Sedgwick County, Kansas (hereinafter, PRAIRIE PRESERVE); and

WHEREAS, the CITY is willing to consider platting of said PRAIRIE PRESERVE;

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 financial, infrastructure and drainage conditions arising from the platting process which must be dealt with prior to final plat approval and as such, approval of this Agreement is a condition precedent to final consideration by the CITY of the DEVELOPER'S request for approval of the final plat on a tract of land more fully described below and herein referred to as PRAIRIE PRESERVE.

Specifically, this agreement is to assure that necessary improvements are in place to support development of PRAIRIE PRESERVE. Therefore, the DEVELOPERS 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 PRAIRIE PRESERVE shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development, and 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 may 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 permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

PRAIRIE PRESERVE LEGAL DESCRIPTION: The tract of land herein referred to as Prairie Preserve, Bel Aire, Sedgwick County, Kansas, a replat of part of Chapel Landing,

Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

That part of Chapel Landing, Bel Aire, Sedgwick County, Kansas, described as beginning at the northwest corner of Lot 23, Block E, in said addition; thence East along the north line of said Lot 23 and extended, 600.02 feet to the southwest corner of Reserve "R" in said addition; thence North along the west line of said Reserve "R", 216.40 feet to the northwest corner of said Reserve "R"; thence East along the north line of said Reserve "R", 148.43 feet to the northeast corner of said Reserve "R"; thence southeast perpendicular to the southeast right of way of Pinecrest St, 66.00 feet to said southeast right of way; thence southwest along said southeast right of way, 94.24 feet to the northerly most corner of Lot 25, Block F, in said addition; thence southeasterly along the northeast line of said Lot 25, 94.96 feet to the northeast corner of said Lot 25, Block F; thence South along the east line of said Lot 25, Block F and extended, 110.74 feet to the northwest corner of Lot 29, Block F, in said addition; thence East along the north line of said Lot 29, Block F and extended, 579.21 feet to the southeast corner of Lot 17, Block F, in said addition; thence North along the east line of said Lot 17, Block F, 159.65 feet to the northeast corner of said Lot 17, Block F; thence Northerly along the right of way of Pinecrest Ct., being a non-tangent curve to the left with a radius of 50.00 feet, and an arc length of 15.75 feet to the southerly most corner of Lot 16, Block F, in said addition; thence northeasterly along the southeast line of said Lot 16, Block F, 40.95 feet to the southeast corner of said Lot 16, Block F; thence North along the east line of said Lot 16, Block F, 129.46 feet to the northwest corner of Reserve "CC" in said addition; thence East along the north line of said Reserve "CC", 83.55 feet to a point of intersection on said north line; thence East 80.21 feet to the northeast corner of said Reserve "CC"; thence South along the east line of said Reserve "CC", 148.54 feet to the northwest corner of Lot 43, Block F, in said addition; thence East along the north line of said Lot 43, Block F, 137.97 feet to the northeast corner of said Lot 43, Block F; thence southeasterly 60.80 feet to the northwest corner of Lot 62, Block F, in said addition; thence East along the north line of said Lot 62, Block F, 143.95 feet to the northeast corner of said Lot 62, Block F; thence North along the west line of Lot 64, Block F, 8.47 feet to the northwest corner of said Lot 64, Block F; thence northeasterly along the northwest line of said Lot 64, Block F and extended, 147.23 feet to the westerly most corner of a tract described in Statutory Warranty Deed recorded at Doc.#Flm-Pg: 30092514 with the Register of Deeds in Sedgwick County, Kansas; thence southeast along the southwest line of said Statutory Warranty Deed with a deflection to the Right of 60°25'54" for a distance of 82.10 feet; thence southeast along the southwest line of said Statutory Warranty Deed with a deflection to the Left of 05°11'10" for a distance of 165.90 feet; thence southeast along the southwest line of said Statutory Warranty Deed with a deflection to the Right of 45°52'19" for a distance of 132.02 feet to the southerly most corner of said Statutory Warranty Deed, also being the south line of Lot 61, Block C, in said addition; thence southwesterly along the south line of said Lot 61, Block C and extended, 9.57 feet to a point of intersection on the south line of Lot 62, Block C, in said addition; thence southwesterly along the south line of said Lot 62, Block C and extended, 451.56 feet to a point of intersection on the south line of Lot 68, Block C, in said addition; thence southwesterly along the south line of said Lot 68, Block C and extended, 477.56 feet to the southwest corner of Lot 72, Block C, in said addition; thence South along the east line of

Lot 73, Block C, in said addition, 1.68 feet to the southeast corner of said Lot 73, Block C; thence southwesterly along the south line of said Lot 73, Block C and extended, 1134.58 feet to the southerly most southeast corner of Lot 93, Block C, in said addition; thence West along the south line of said Lot 93, Block C and extended, 688.28 feet to the southwest corner of Lot 101, Block C, in said addition; thence North along the west line of said Lot 101, Block C and extended, 1267.95 feet to the place of beginning.

PERMITTED USE: All lots are zoned R-1, and construction upon such lots shall be limited to single-family units.

BUILDING SETBACKS: The minimum building setbacks for residential lots shall be:

- Front building setback – fifty (50) feet
- Street side building setback – fifty (50) feet
- Side yard building setback – 20% of lot width for primary structure and ten (10) feet for any secondary structures
- Rear building setback – thirty five (35) feet

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 PRAIRIE PRESERVE 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 devises established by the CITY and the master drainage / grading plan until such time the devises 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.

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.

Vehicle access to the tract of land herein referred to as the PRAIRIE PRESERVE shall be limited to one entry point along Oliver Street as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in PRAIRIE PRESERVE shall be limited to vehicles under 20 tons, with the exception of construction vehicles and equipment during active construction phase of the project. 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 PONDS. Any on-site detention ponds will be designed to control two, twenty-five year storm events and one, hundred year storm event. Additionally, the ponds will act as temporary sedimentation basins during construction but are limited to the amount of sediment allowed and DEVELOPER responsible for any dredging required.

Any on-site detention ponds and associated inflow and outflow systems to the property as well as the reserves, and ditches are to be maintained by the DEVELOPER indefinitely unless transferred to a homeowner's association or equal resolution approved by the CITY, excluding paving and utilities within dedicated rights of ways as indicated on plat documents. Failure of the DEVELOPER to maintain such areas and property as described shall be grounds for the CITY to enforce these provisions as a nuisance abatement action, and charge all costs back to the DEVELOPER as set forth in K.S.A. 12-1617e.

DRAINAGE. Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of PRAIRIE PRESERVE 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 parcel, by providing grass and installing landscape to ensure the reduced yard requirements have no consequence to the drainage of the property.

DRAINAGE PLAN. The DEVELOPER must provide a maintenance plan within the HOA Covenant document that will provide adequate provisions to protect the master drainage plan engineered design as such was approved by the CITY. The Maintenance Plan will include but not limited to: how to initiate the maintenance process for the drainage plan, how to inspect, what to inspect, when to inspect, how to correct drainage problems that are discovered, the appropriate records to be maintained and designating the party responsible for maintaining such records. The CITY may request a copy of the inspection report to monitor compliance on a biannual basis. Failure of the HOA to maintain such records or provide such records to the CITY in a timely manner, shall be grounds for the CITY, or the CITY'S designee, to conduct an inspection and charge the costs associated with such inspection back to the HOA.

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

EROSION AND SEDIMENT CONTROL. The DEVELOPER must follow all National Pollution Discharge Elimination System (NPDES) Kansas Department of Health and Environment (KDHE) and City of Bel Aire Standards for erosion 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 must be pre-approved in writing by the CITY. Vinyl coated chain link fencing materials and other similar fencing material may be allowed if such materials blend in with the architectural design elements of the building and adjacent sites. Any plans for outside storage facilities shall comply with the applicable ordinances and zoning regulations of the CITY and be submitted in writing to the CITY for prior approval. No barbed wire is allowed.

FIRE HYDRANTS: All fire hydrants shall be of a type and quality specified by CITY 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.

FOUNDATION CERTIFICATIONS. Foundation Certifications will be required on each foundation after construction. Minimum low opening certifications will be required on all lots with minimum pads indicated on the face of the plat.

HOMEOWNERS' ASSOCIATION. DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, drainage systems, detention ponds and construction areas associated with PRAIRIE PRESERVE.

INFRASTRUCTURE PETITION AND INSTALLATION: The development of PRAIRIE PRESERVE 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.

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 contract with an approved Engineering Firm to perform the engineering design, and inspection of water mains, sanitary sewer collection system, storm water systems and paving necessary for the platting and development of the tract of land herein referred to as the PRAIRIE PRESERVE, Bel Aire, Sedgwick County, Kansas which said improvements, with the exception of the sanitary sewer system, shall be dedicated to and owned and maintained by the CITY. The DEVELOPER shall contract with an approved Contractor for the construction and installation of water mains, sanitary sewer collection

system, storm sewer and paving required for the development. The sanitary sewer collection systems shall be owned and maintained by the HOA up to the point of connection to the City's collection system at a location agreed upon by the DEVELOPER and CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. The DEVELOPER shall pay for the actual costs of the engineering design, construction and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the PRAIRIE PRESERVE unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

The DEVELOPER shall dedicate necessary public right-of-ways and easements and install, or cause to be installed, all improvements necessary for the platting and development of the tract of land herein referred to as the PRAIRIE PRESERVE. Said improvements include, but are not limited to streets, street signs, storm water system, water distribution system, sanitary sewer collection system, corner pins, driveways and utilities. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction. 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 and/or another unit of government.

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 and/or another unit of government. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction.

LANDSCAPING & SCREENING: The "Landscape Plan" submitted for PRAIRIE PRESERVE shall govern. The "Landscaping Plan" shows contours, utilities, size and spread at planting, any type of ground cover, shrubs, and shall coordinate with the Drainage Plan and Site Plan for the project.

Planting of interior trees by homeowners and/or Developers shall meet the CITY'S street tree requirements. 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. Within all detailed landscape plans, ground mounted mechanical equipment and trash receptacles shall be screened from ground level view. Plantings shall take place within 6 months of the certificate of occupancy being granted.

LIGHTING: A Street and parking lighting plan shall be submitted to the CITY for approval and comply with the City zoning ordinance. Outdoor lighting sources shall employ cutoff luminaires to minimize light trespass and glare. Wood poles will not be

allowed.

MAINTENANCE: DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, Oliver Street right-of-way, and construction outside boundaries of PRAIRIE PRESERVE.

PERMITS. No construction shall commence on any portion of the tract of land herein referred to as PRAIRIE PRESERVE without the DEVELOPER having first obtained the proper building and zoning permits from the CITY.

The development of PRAIRIE PRESERVE shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development. The final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted and approved 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, permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER and/or potential homeowners.

ROADWAYS, PARKING, DRIVES, and ACCESS: The DEVELOPER shall cause to be installed, according to the design standards of the CITY, minimum twenty-four (24) foot edge to edge asphalt mat paved street in PRAIRIE PRESERVE, utilizing a 12" concrete stabilized base with 3" AC asphalt surface placed in two separate lifts. This design is outlined in a letter dated April 7, 2022 from Mr. Brit D. Clubb, P.E. to Mr. Chris Snook, Bob Bergkamp Construction Co., Inc. The DEVELOPER agrees to maintain the street for a period of five (5) years following construction – maintenance shall include the filling and sealing of any cracks or other deformities that arise throughout the five-year maintenance period.

All driveways shall be per CITY ordinance. Access controls are as shown on the final plat of PRAIRIE PRESERVE.

Vehicle access to the tract of land herein referred to as the PRAIRIE PRESERVE shall be limited to one entry point along Oliver Street as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in PRAIRIE PRESERVE shall be limited to vehicles under 20 tons.

SANITARY SEWER: The DEVELOPER hire a licensed engineer in the State of Kansas to preform the engineering design and inspection of the sanitary sewer system and shall hire a qualified contractor to install said system. The sanitary sewer system will be tied into the existing sanitary sewer system of the City of Bel Aire, Kansas at a point determined in conjunction with the City Engineer. Said sewer system shall be dedicated to and owned and maintained by the DEVELOPER/HOA. 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 and dedicated by separate instrument prior to the start of the sewer system construction.

All low-pressure trunk lines shall have a locate wire installed with the force main. The DEVELOPER/HOA shall contract with a private locate company and be solely responsible for locating the sewer lines per the Kansas 811 one-call system. The City will bear no responsibility for locating these lines, nor will the City bear any responsibility for damages done to any non-located private sewer line. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances.

SIDEWALKS: No sidewalks will be installed in this development.

SIGNAGE. Signs of such location, type and size as shall be approved as part of the building permit process or by the Governing Body, giving due regard to the prevailing type, size and pattern of location utilized throughout the area. 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.

All signs, other than regulatory signs or street name signs, are to be maintained by the DEVELOPER indefinitely unless transferred to a homeowner's association or equal resolution 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, and charge all costs back to the DEVELOPER as set forth in K.S.A. 12-1617e.

WATER: The DEVELOPER shall engage an Engineering Firm to perform the engineering design and inspection of transmission water lines minimum (8) inches in diameter, to the municipal water supply system of the City of Bel Aire, Kansas. The DEVELOPER will be responsible for selecting a reputable construction firm to install said water system. Said water transmission lines shall be dedicated to and owned and maintained by the CITY. Lines shall be designed to loop, if feasible (as determined by the City Engineer). 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 prior to the construction project and dedicated by separate instrument. All Water User Fees and Hook Up Fees are subject to City Ordinances.

BONDING CAPACITY. Not required of the DEVELOPER, as this is a private pay and no funding will be required of the City.

MISCELLANEOUS:

The DEVELOPER must make mail delivery provisions for each household with the U.S. Postal Services.

MODIFICATION OF PLAT THROUGH REPLATTING PROCESS. While it is intended by the parties that the development will proceed in compliance with this Agreement and the plat of

PRAIRIE PRESERVE nothing herein shall be construed to prohibit modifications to the PRAIRIE PRESERVE development as a result of the formal replatting process.

RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER: Notwithstanding anything to the contrary contained herein, the DEVELOPER shall be responsible for the funding and construction of streets, sewer, and water facilities for PRAIRIE PRESERVE or other projects or additions, including excavation, storm sewers and detention ponds.

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 Covenant at the time of purchase.

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in PRAIRIE PRESERVE 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 lot 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 DEVEOLPER 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 _____ day of _____, 2022.

Towanda Land Company, LLC, a
Kansas limited liability company

CHRIS SNOOK, MANAGING MEMBER
THE PRAIRIE PRESERVE,
Bel Aire, Sedgwick County, Kansas

THIS AGREEMENT was approved by vote 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

COUNTY OF SEDGWICK
STATE OF KANSAS

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2022, before me, a Notary Public, came Chris Snook, Managing Member, on behalf of Towanda Land Company, LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement as the Developer of PRAIRIE PRESERVE, Bel Aire, Sedgwick County, Kansas.

NOTARY PUBLIC

My Appointment Expires: _____

COUNTY OF _____
STATE OF _____

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 PRAIRIE PRESERVE, 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 PUBLIC

My Appointment Expires: _____