

**AGREEMENT
CONCERNING THE DEVELOPMENT
OF SKYVIEW AT WEBB ADDITION,
AN ADDITION TO BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between NEW HOLLAND CAPITAL 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 WEBB ADDITION, Bel Aire, Sedgwick County, Kansas (hereinafter, SKYVIEW AT WEBB ADDITION); and

Lots 1 through 38, Block 1, Lots 1 through 24, Block 2, and Lots 1
through 12, Block 3, SKYVIEW AT WEBB ADDITION, an Addition
to Bel Aire, Sedgwick County, Kansas

WHEREAS, the CITY is willing to consider platting of said SKYVIEW AT WEBB ADDITION;

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 SKYVIEW AT WEBB ADDITION.

Specifically, this agreement is to assure that necessary improvements are in place to support development of SKYVIEW AT WEBB ADDITION. Therefore, 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 WEBB ADDITION 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 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 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.

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

The North 882.00 feet of the East 1235.00 feet of the South Half of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas.

CONTAINING: 1,089,610 square feet or 25.01 acres of land, more or less.

PERMITTED USE: Are as follows:

Lots 1-36, inclusive, Block 1;

Lots 1-21, inclusive, Block 2;

Lots 1-12, inclusive, Block 3; and

Reserves A, B, and C are zoned R-5, as per city ordinances on file.

Lots 37 and 38, Block 1;

Lots 22, 23, and 24, Block 2; are zoned C-2, as per city ordinances on file.

BUILDING SETBACKS: The minimum building setbacks for residential and/or commercial lots shall be: As per the recorded final plat and/or as per the applicable zoning 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 WEBB ADDITION is being developed:

All lots covered by this Agreement shall be subject to the CITY'S stormwater regulations. The Contractor shall install, and the DEVELOPER maintains the stormwater protection devices established by the CITY and the 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.

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 SKYVIEW AT WEBB ADDITION shall be limited to the proposed street connections of Webb Road, Plumthicket Street, and Forbes Street, as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in SKYVIEW AT WEBB ADDITION shall be limited to vehicles under 20 tons. Construction traffic shall primarily enter from Webb Road, and secondarily from Plumthicket Street and Forbes Street. DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY and removed as soon as permanent roads are available. 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.

DRAINAGE PLAN. The DEVELOPER must provide a Maintenance Plan within a Homeowner's Association(s) (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 be limited to how to initiate the maintenance process for the drainage plan, how to inspect, what to inspect, when to inspect, and how to correct drainage problems that are discovered. The appropriate drainage records are to be maintained by the HOA(s). The CITY may request copies of said appropriate drainage records and/or inspection reports to monitor the compliance of the Maintenance Plan on an annual basis. Failure of the HOA(s) 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(s).

DRAINAGE. Protecting surrounding platted property from the impacts of changes in drainage across such property resulting from the development of SKYVIEW AT WEBB ADDITION must be addressed as part of the platting process. The DEVELOPER shall prepare a stormwater 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 stormwater drainage plan, the City Engineer may impose modifications upon such proposed plan as the City Engineer deems necessary to insure the effectiveness of such plan. After approval by the City Engineer of said stormwater drainage plan, including any necessary modifications, the DEVELOPER shall install, or cause to be installed, the improvements pursuant to the drainage plan. At this time it is recognized that the stormwater drainage plan has been approved by the City Engineer with all modifications.

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.

DETENTION PONDS. Detention Pond(s) to serve SKYVIEW AT WEBB ADDITION will be designed and constructed in Reserve "A", and along the north line of the development as per the approved stormwater drainage plan within SKYVIEW AT WEBB ADDITION, City of Bel Aire, Sedgwick County, Kansas. These detention ponds will be designed to control two, twenty-five year storm events and one, hundred-year storm events. 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.

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 and/or Lot Owners Association(s) (HOA) 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 or HOA(s) to maintain such areas and property as described shall be grounds for the CITY to enforce this provision as a nuisance abatement action and charge all costs back to the DEVELOPER or HOA(s) as set forth in K.S.A. 12-1617e.

ELECTRIC: All new electric distribution 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.

COMMERCIAL FENCING & SCREENING: As to Lots 37 and 38, Block 1; and Lots 22, 23, and 24, Block 2. Fencing and screening methods and materials shall blend in with the architectural design of the commercial buildings and to reasonably hide any outdoor materials (if allowed per zoning), 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 materials may be allowed if such materials blend in with the architectural design elements of the commercial building and adjacent residential properties to the west. 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 SKYVIEW AT WEBB ADDITION. 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.

INFRASTRUCTURE PETITION AND INSTALLATION: The development of SKYVIEW AT WEBB ADDITION 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 the requirements of all applicable federal, state, and local legislation, including the Americans with Disabilities Act. All electric power, electric lines to streetlights, and telephone service shall be installed underground. The CITY shall perform the engineering design, construction and inspection of water mains, sanitary sewer mains, stormwater systems and paving necessary for the platting and development of the tract of land herein referred to as the SKYVIEW AT WEBB ADDITION, Bel Aire, Sedgwick County, Kansas which said improvements 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. The DEVELOPER shall reimburse the CITY 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 SKYVIEW AT WEBB ADDITION unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

The DEVELOPER shall dedicate necessary public rights-of-way 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 SKYVIEW AT WEBB ADDITION. Said improvements include, but are not limited to streets, curb, gutter, street signs, stormwater systems, sidewalks, water distribution systems, sanitary sewer lines, plat 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, stormwater, water lines, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipelines 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.

COMMERCIAL LANDSCAPING & SCREENING: As to Lots 37 and 38, Block 1; and Lots 22, 23, and 24, Block 2. The DEVELOPER shall submit and have approved by the CITY, a "Landscape Plan" that is representative of the landscaping to be provided as each phase of SKYVIEW AT WEBB ADDITION is developed. The "Landscaping Plan" shall show 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.

Planting of interior trees shall meet the CITY'S 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. 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/or trash receptacles shall be screened from ground-level view.

TIMEFRAME FOR COMPLETING COMMERCIAL LANDSCAPING: As to Lots 37 and 38, Block 1; and Lots 22, 23, and 24, Block 2. All required landscaping materials shall be in place prior to the time of issuance of a final Certificate of Occupancy. In periods of adverse weather conditions or construction, a temporary Certificate of Occupancy may be issued, subject to the posting of a cash escrow or irrevocable letter of credit in an amount equal to one and one-half (1 ½) times the estimated cost of the landscaping, with said estimated cost to be certified by a landscaping provider. A contract letter or bill of sale from a landscape company or garden center for the required landscape materials would be accepted in lieu of credit escrow or an irrevocable letter of credit. The cash escrow or irrevocable letter of credit may be forfeited if the landscaping is not completed within the next growing season after the issuance of the temporary Certificate of Occupancy. Forfeiture of any cash escrow or irrevocable letter of credit shall not relieve the owner of the responsibility to complete the required landscaping.

COMMERCIAL LIGHTING: As to Lots 37 and 38, Block 1; and Lots 22, 23, and 24, Block 2. A Street and parking lighting plan shall be submitted to the CITY for approval and compliance with the City zoning ordinance. Outdoor lighting sources shall employ cutoff luminaires to minimize light trespass and glare. Wooden poles will not be allowed.

MAINTENANCE: DEVELOPER and/or Homeowners Association(s) will be required to provide continuous maintenance for all identified Reserves, common areas, and ponds of SKYVIEW AT WEBB ADDITION.

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

The development of SKYVIEW AT WEBB ADDITION 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.

ROADWAYS, PARKING, DRIVES, and ACCESS: The DEVELOPER shall cause to be installed, according to the design standards of the CITY, a minimum twenty-nine (29) foot back-to-back paved street with curb and gutter on all streets in SKYVIEW AT WEBB ADDITION.

All driveways shall be per CITY ordinance.

Vehicle access to the tract of land herein referred to as the SKYVIEW AT WEBB ADDITION shall be limited to the proposed street connections of Webb Road, Plumthicket Street, and Forbes Street, as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in SKYVIEW AT WEBB ADDITION shall be limited to vehicles under 20 tons

SANITARY SEWER: The DEVELOPER shall petition the CITY to perform the engineering design review, construction, and inspection of collection lines, not less than (8) inches in diameter, to transport sewage and discharge in the existing main. 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 prior to the construction project and dedicated by separate instrument. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances.

SIDEWALKS: Sidewalks shall be installed on one side of all non-cul-de-sac streets. Sidewalks shall comply with the ADA Accessibility Guidelines (ADAAG). Sidewalks shall be handicap accessible and be required to extend or complete connecting links in the sidewalk system.

In general, sidewalks shall be constructed with the outside edge of the sidewalk as close as practical to the property line, subject to the discretion of the engineer. The Sidewalk shall be 5 feet wide (6" thick). Sidewalks shall be installed per the Sidewalk Plan approved by the CITY with curb ramps for road crossings. Sidewalks shall be installed when the streets are installed.

COMMERCIAL SIGNAGE and/or DEVELOPMENT IDENTIFICATION SIGNAGE . Signs of such location, type and size 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.

Signs are to be maintained by the DEVELOPER and/or Lot Owner indefinitely unless transferred to a Homeowner's Association and/or Lot Owners Association(s) 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 petition the CITY to perform the engineering design, construction, and inspection of transmission water lines minimum (8) inches in diameter, 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. Said water transmission lines shall be installed within dedicated easements and/or rights-of-way. 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. 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 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 percent 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 each household and/or commercial property with the U.S. Postal Services.

MODIFICATION OF PLAT THROUGH RE-PLATTING PROCESS. While it is intended by the parties that the development will proceed in compliance with this Agreement and the existing plat of SKYVIEW AT WEBB ADDITION nothing herein shall be construed to prohibit modifications to the SKYVIEW AT WEBB ADDITION development as a result of the formal re-platting 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 WEBB ADDITION or other projects or additions, including excavation, stormwater sewer systems and detention ponds, the costs for which shall be spread as special assessments against the addition per lot, but not for three (3) years, or until the year 2028.

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(s) at the time of purchase.

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in SKYVIEW AT WEBB ADDITION 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 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 and to the City 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 21st day of February, 2024.

NEW HOLLAND CAPITAL LLC,
a Kansas limited liability company

By: IANC, LLC, a Kansas limited liability company, its manager



Isaiah Ast, Manager
DEVELOPER(S)
SKYVIEW AT WEBB ADDITION,
Bel Aire, Sedgwick County, Kansas



Nicholas Cowgill, Manager

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas
on the _____ day of _____, 2025 and is hereby executed on this _____
day of _____, 2025.

MAYOR, JIM BENAGE

SEAL

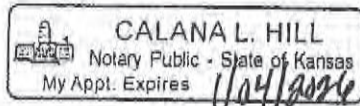
ATTEST:

CITY CLERK, MELISSA KREHBIEL

STATE OF KANSAS)
COUNTY OF SEDGWICK)

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this 21st day of February, 2025, before me, a Notary Public, came Isaiah Ast and Nicholas Cowgill, Managers of IANC, LLC, a Kansas limited liability company, its manager of New Holland Capital LLC, a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement as the Developer of SKYVIEW AT WEBB ADDITION, Bel Aire, Sedgwick County, Kansas.



Calana L. Hill
NOTARY PUBLIC

My Appointment Expires: 1/04/2026

STATE OF KANSAS)
COUNTY OF SEDGWICK)

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2025, 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 WEBB 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 PUBLIC

My Appointment Expires: _____