



Security 1st Title

Any questions regarding this report should be directed to: **Zayne Bentley**

Phone: **316-293-1674**, Email: **zbentley@security1st.com**

Part I-Requirements are met

2. Rights or claims of parties in possession not shown by the Public Records
3. Easements, or claims of easements, not shown by the Public Records
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
7. **General taxes and special assessments for the fiscal year 2021 in the original amount of \$15,603.07, PAID.**
Property I.D. # PY-BA-00448
PIN #00509540 (Includes Additional Land)

Note: The 2022 Tax ID No. for subject property is 30018610 and the Property I.D. is PY-BA-00448-0002.
8. **Roadway easement, if any, over the West 50 feet of Subject Property.**
9. **An easement for Utility and Right-of-Way, recorded as Film 1259, Page 1805.**
In favor of: Kansas Gas and Electric
Affects: a portion of subject property
10. **An easement for Right-of-Way, recorded as Film 1264, Page 0513.**
In favor of: Rural Water District No. 1
Affects: a portion of subject property
11. **An easement for Sewer Line recorded in/on Doc#/Flm-Pg: 28905366, as to a portion of subject property.**
12. **An easement for sewer line, recorded as Doc#/Flm-Pg: 29221005 and last assigned on Doc#/Flm-Pg: 29681874.**



Security 1st Title

Any questions regarding this report should be directed to: **Zayne Bentley**

Phone: **316-293-1674**, Email: **zbentley@security1st.com**

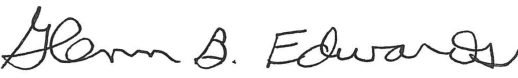
In favor of: Paul H. and Sarah A. Cheatum

Affects: a portion of subject property

- 13. The terms and provisions contained in the document entitled "Cross-Lot Drainage Agreement" filed as Doc#/Flm-Pg: 29233010.**
- 14. An Access Easement recorded in/on Doc.#/Flm-Pg: 29261555 and on Doc.#/Flm-Pg: 29519377.**
- 15. Terms and provisions contained in the document entitled "Memorandum of Contract" filed December 23, 2011 as Doc.#/Flm-Pg: 29261556.**
- 16. An easement for Drainage and Utilities recorded in/on Doc.#/Flm-Pg: 29675530.**
- 17. Terms and provisions contained in the document entitled "Utility Easement Agreement" filed April 11, 2022 as Doc.#/Flm-Pg: 30154439.**

Dated: **June 15, 2022, at 7:30 a.m.**

SECURITY 1ST TITLE

By: 

LICENSED ABSTRACTER

EXHIBIT "A"

That part of the South Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas being more particularly described as follows:

Commencing at the Southwest corner of said South Half, thence along the West line of said South Half N01°56'19"W, 578.08 feet; thence N88°03'41"E, 50.00 feet to the Point of Beginning; Thence along the East right-of-way line of Rock Road, N01°56'19"W, 743.13 feet to the North line of said South Half; thence along said North line, N89°38'19"E, 582.40 feet; thence S00°21'41"E, 57.82 feet thence S22°29'28"W, 362.90 feet; thence S03°00'44"E, 254.54 feet to a point on a non-tangent curve to the left; said curve to the left having a central angel of 12°10'15", a radius of 479.00 feet, and a long chord distance of 101.56 feet, bearing S64°02'15"W, thence along the said curve to the left 101.75 feet being the North line of Deer Run Street, Deer Run Final Plat, Bel Aire, Sedgwick County, Kansas; thence along said North line of said Deer Run Street for the next four course being a point on a curve to the right, said curve to the right having a central angle of 11°47'45", a radius of 571.00 feet, a long chord distance of 117.35 feet to a point on a curve to the right, said curve to the right having a central angle of 34°09'51", a radius of 200.00 feet, and a long chord distance of 117.50 feet, bearing S86°49'49"W, thence along the said curve 119.26 feet to a point on a curve to the left, said curve having a central angle of 15°51'03", a radius of 200.00 feet, and a long chord distance of 55.15 feet, bearing N84°00'47"W, thence along the said curve 55.33 feet, thence S88°03'41"W, 63.38 feet to the Point of Beginning.

URBAN EASEMENT GRANT

The undersigned as grantor(s) for an in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, as grantee, the right to excavate, build, install, lay, backfill, operate, maintain, repair, rebuild, alter, and remove overhead or underground electric distribution circuits, whether single or multiple, and such appurtenances, equipment and fixtures as are necessary to such circuits, over, under, through or across the following described land situated in Sedgwick County, State of Kansas, to-wit:

The north ten (10) feet of the west eight hundred (800) feet of the South 1/2 of the Northwest 1/4 of Section 20, Township 26 South, Range 2 East and commonly known as 5110 North Rock Road.

with the right of ingress and egress to and from said easement, provided that, whenever practicable, grantee will use existing roads and lanes in exercising its rights of ingress and egress.

Grantor(s), heirs or assigns, shall maintain full use and enjoyment of the said premises except for and subject to the right being granted to grantee, its successors or assigns, who by acceptance hereof and entry upon the premises for the use prescribed, agree(s) to pay grantor(s) any damages which may be caused to existing vegetation, fences or surface or underground improvements, by the construction, operation, maintenance, repair, rebuilding, alteration or removal of the above stated distribution circuits or appurtenances.

Grantor(s) agree that no buildings, trees, shrubbery, vines, structures or other combustible material will be located or permitted to be located within the prescribed easement without the prior written approval of the grantee. In the event any such building, tree, shrubbery, vine, structure or other material is located on the easement without prior written approval from grantee, the grantee may trim or remove the same at its discretion.

Dated this 11th day of June, 1992.

Karen Arnel wife
James E. Arnel husband
Karen Arnel & James E. Arnel

Mary Ellen Sampson, Trustee of Mary Ellen
Sampson Trust of the Mary Ellen Sampson
Living Trust

Kevin J. Arnel husband
and
Roxanne R. Arnel wife

STATE OF KANSAS }
COUNTY OF Sedgwick } SS:

The foregoing instrument was acknowledged before me this 11th day of June, 1992,
by Kevin J. & Roxanne R. Arnel, H & W, James E. & Karen Arnel, H & W and Mary Ellen Sampson
(For Individual) Acting in His or Her Right (For Trustee of the Mary Ellen Sampson Living Trust).

(Name of officer or agent)

(For a Corporation)

(Title of officer or agent)

of

(Name of corporation acknowledging)

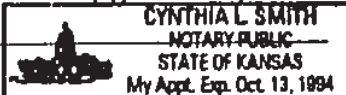
(State or place of incorporation)

Corporation, on behalf of the corporation

STATE OF KANSAS }
SEDCWICK COUNTY }
FILED FOR RECORD AT
8:00 AM

JUL 6 1992 1220275

My Commission/Appointment Expires:



PAT KETTLER
REGISTER OF DEEDS

Cynthia L. Smith
Notary Public
Cynthia L. Smith

6.00

H648 Box 208, 67201

Att: Ruth Farmer

RIGHT-OF-WAY EASEMENT

RURAL WATER DISTRICT NO. 1
SEDGWICK COUNTY, KANSAS

KNOW ALL MEN BY THESE PRESENTS, that Kevin J. Arnel, Roxanne R. Arnel, James E. Arnel, Karen Arnel and Mary Ellen Sampson, Trustee, Mary Ellen Sampson Living Trust hereinafter called Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by Rural Water District No. 1, Sedgwick County, Kansas, hereinafter called Grantee, the receipt of sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operated, inspect, repair, maintain, replace and remove one or more, water lines and appurtenances thereto over and across the following land owned by Grantors in Sedgwick County, State of Kansas

The South Half of the Northwest Quarter, Section 20, Township 26 South,
Range 2 East, Sedgwick County, Kansas

Together with the right of ingress and egress over Grantor's adjacent lands for the purposes for which the above-mentioned rights are granted. The Easement hereby granted shall be limited and restricted across said land as follows: a strip of land 30' in width adjacent to and parallel to the right(s) of way for any public roads adjacent to Grantor's property described above.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use of Grantors' premises. Grantor agrees that no buildings or other structures shall be constructed or maintained, nor cover removed, on this easement that may interfere with the normal operation and maintenance of said lines. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 10th day of July, 1992.

Karen Arnel
Karen Arnel
James E. Arnel
James E. Arnel
Mary Ellen Sampson
Mary Ellen Sampson

(signatures)

Roxanne R. Arnel
Roxanne R. Arnel
Kevin J. Arnel
Kevin J. Arnel

STATE OF KANSAS

SS:

COUNTY OF Sedgwick

BE IT REMEMBERED, that on this 13th day of July, 1992, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, came Kevin J. Arnel, Roxanne R. Arnel, Karen Arnel, James E. Arnel & Mary Ellen Sampson, who are personally known to me to be the same persons 5 who executed the within instrument of writing and such person 5 duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and date last above written.



My appointment expires:

Cynthia L. Smith
Notary Public

For Recording Purposes

STATE OF KANSAS 185
SEDGWICK COUNTY 185
FILED FOR RECORD AT

8:00 a

JUL 24 92 1224424

PAT KETTLER
REGISTER OF DEEDS

*ADDITIONAL ACKNOWLEDGEMENTS ON REVERSE SIDE

6.00 James E. Arnel



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 28905366

Receipt #: 1663331
Pages Recorded: 11
Cashier Initials: MLM

Recording Fee: \$48.00
Authorized By:

Date Recorded: 8/3/2007 4:35:49 PM



Grantor	<u>SAMPSON LOUIS B TR</u>
Grantee	<u>UNPLATTED</u>
Type of Document	<u>EASEMENT - PLAT</u>
Recording Fees	<u>\$48.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$48.00</u>
Return Address	<u>FIRST AMERICAN TITLE</u>
	<u>434 N. MAIN</u>
	<u>WICHITA , KS 67202</u>
	<u> </u>

000028005335

SEWER LINE EASEMENT

1. The Grantors of this Easement are and Mary Karen Arnel and Kevin J. Arnel as co-Trustees of the Louis B. Sampson Family Trust dated August 6, 1990, Kevin J. Arnel and Roxanne R. Arnel, as co-Trustees of the Kevin J. Arnel Living Trust dated August 27, 1996, and Roxanne R. Arnel and Kevin J. Arnel as co-Trustees of the Roxanne R. Arnel Living Trust dated February 24, 2004 (collectively "Grantor"). Grantor is the owner of the real estate described on the attached Exhibit A ("Grantor Tract").

2. The Grantee of this easement is the City of Bel Aire, Kansas, a municipal corporation located in Sedgwick County, Kansas ("Grantee"), its successors and assigns.

3. Grantor, for its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has and does hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual easement for the purposes described below (the "Easement") upon, across, and under the real property which is depicted on attached Exhibit B and described in attached Exhibit C (the "Easement Area"). In addition, during the period of construction of the Line, but not to exceed two years from the date hereof, Grantor grants to Grantee a temporary construction easement over an additional forty foot wide strip of land which is described in Exhibit C and depicted on Exhibit B. While such temporary construction easement is effective, the area encompassed by it shall also be considered as part of the Easement Area.

4. Grantor grants Grantee an easement for, constructing, installing, replacing, repairing, operating, and maintaining a public sewer line ("Line") to be located within the Easement Area. Grantee may also cut, trim and control the growth of trees and other vegetation on and in the Easement Area which is reasonably likely to interfere with or threaten the operation and maintenance of the Line. Grantee shall use reasonable efforts to neither remove nor substantially damage existing trees with out Grantor's prior consent.

5. The terms, provisions, agreements, and covenants herein contained shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, assigns, and legal representatives. Without limiting the generality of the foregoing sentence, the terms, provisions, agreements, and covenants contained herein shall constitute covenants running with the land affected thereby, and shall be enforceable at law or in equity.

6. The terms of this Easement expressly incorporate the terms of that certain Consent to and Agreement For Annexation between Grantor and Grantee dated December 4, 2001, the Addendum thereto of even date herewith, and any subsequent amendments or other modifications thereto.

48.00
HCL 1st Am

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Relo

Drainaz

7. It is expressly understood that Grantor reserves and retains unto themselves, their successors and assigns and the future owner(s) of Grantor Tract, or any portion thereof, the right to use the Easement Area for all purposes which do not unreasonably interfere with or prevent the use of the Easement Area by Grantee, including specifically but without limitation, the right to place, construct, operate, repair, replace and maintain utility lines and facilities, driveways, streets, parking areas, fences and landscaping, in, over, under and across the Easement Area, and to grant public or private easements for such purposes, and to raise or lower the level of the surface of the Easement Area, so long as the same do not unreasonably interfere with the Grantee's use of Easement Area. Grantee shall have the right to review any proposed easement or conflicting use (collectively "proposed use") of the Easement Area to determine the effect, if any, on the Line. Unless Grantee objects in writing to the proposed use within 14 days after being provided notice thereof in writing, such proposed use shall be deemed approved.

8. Grantee shall be solely responsible for the design and construction of the Line, the operation, maintenance and repair thereof, and any damages resulting from the activities of Grantee hereunder or the use of the Easement Area by Grantee or Grantee's employees, agents, or contractors. Grantee shall indemnify Grantor, and each of them, against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents, employees or contractors. Nothing contained herein shall be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct or negligence of Grantee, or its contractor(s), in the design, construction, operation, and maintenance of the Line and/or Easement Area. Grantee agrees that any contract executed by Grantee after the date of this Easement for the construction, operation, and/or maintenance of the Line shall contain a provision pursuant to which the contractor shall defend, indemnify, and hold Grantor harmless from and against any and all liability, cost, expense, cause of action or other claim whatsoever for injury to or death of persons or for damages to or loss of property arising from or in any manner connected with such activities.

9. Upon completion of any maintenance, repairs or other subsequent work within the Easement Area, Grantee shall repair any material damage to Easement Area and/or Grantor Tract caused by such work so as to restore the Property to substantially the same condition as it was in prior to commencement of such maintenance, repairs or other work.

10. This Easement, and the rights and privileges hereby granted are further made and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, and mineral reservations, if any, relating to the Easement Area, to the extent that the same may still be in force and effect.

[illegible]

Accepted by vote of the City Council of the City of Bel Aire, Kansas on the 31st day of July, 2007 and executed by its Mayor on this 31st day of July, 2007.

“Grantee”

City of Bel Aire, Kansas, by
Harold Smith, Mayor

Seal:
Attest:

Betty Martine, City Clerk

3

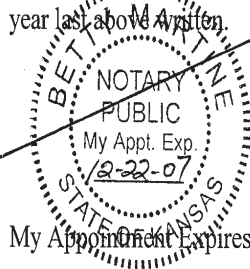
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ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 3rd day of July, 2007, before me, a notary public in and for said county and state, came Harold Smith, Mayor of the City of Bel Aire, Kansas, a municipal corporation of the State of Kansas, and Betty Martine, City Clerk of said City who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Betty Martine
Notary Public

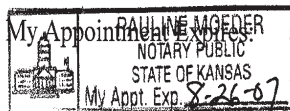
My Appointment Expires:

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 24th day of July, 2007, before me, a notary public in and for said county and state, Mary Karen Arnel, co-Trustee of the Louis B. Sampson Family Trust dated August 6, 1990, who is personally known to me to be the same person who executed, as such co-Trustee, the within instrument on behalf of said trust, and such person duly acknowledged the execution of the same to be her free and voluntary act and deed as co-Trustee of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Pauline Moeder
Notary Public
Pauline moeder

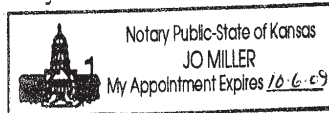


ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31st day of July, 2007, before me, a notary public in and for said county and state, came Harold Smith, Mayor of the City of Bel Aire, Kansas, a municipal corporation of the State of Kansas, and Betty Martine, City Clerk of said City who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Jo Miller
 Notary Public

My Appointment Expires: 10.6.09

STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31st day of July, 2007, before me, a notary public in and for said county and state, Mary Karen Arnel, co-Trustee of the Louis B. Sampson Family Trust dated August 6, 1990, who is personally known to me to be the same person who executed, as such co-Trustee, the within instrument on behalf of said trust, and such person duly acknowledged the execution of the same to be her free and voluntary act and deed as co-Trustee of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

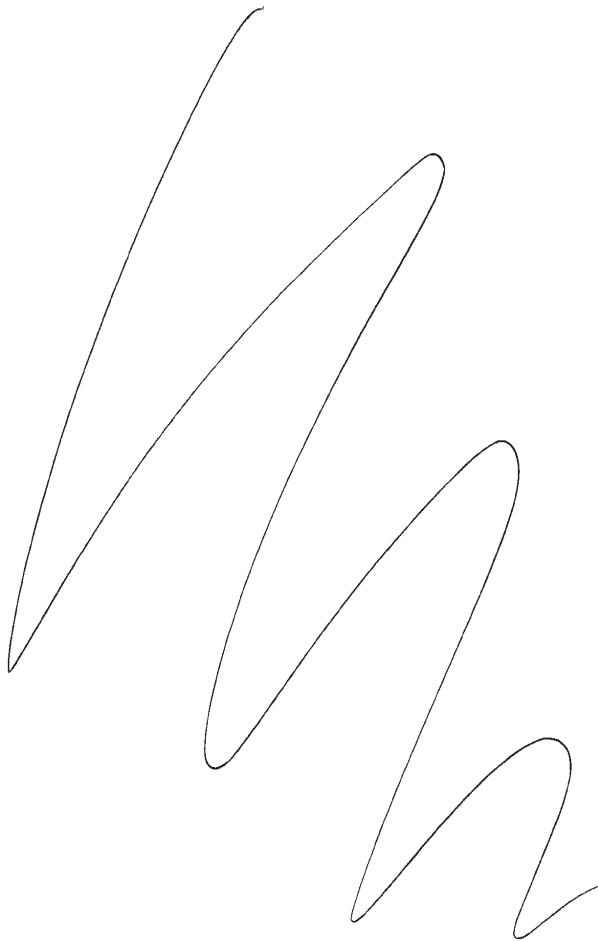
 Notary Public

My Appointment Expires:

000029005366

Exhibit A

South half of the Northwest Quarter of Section 20, Township 26, Range 2 East of the 6th P.M.,
Sedgwick County, Kansas.



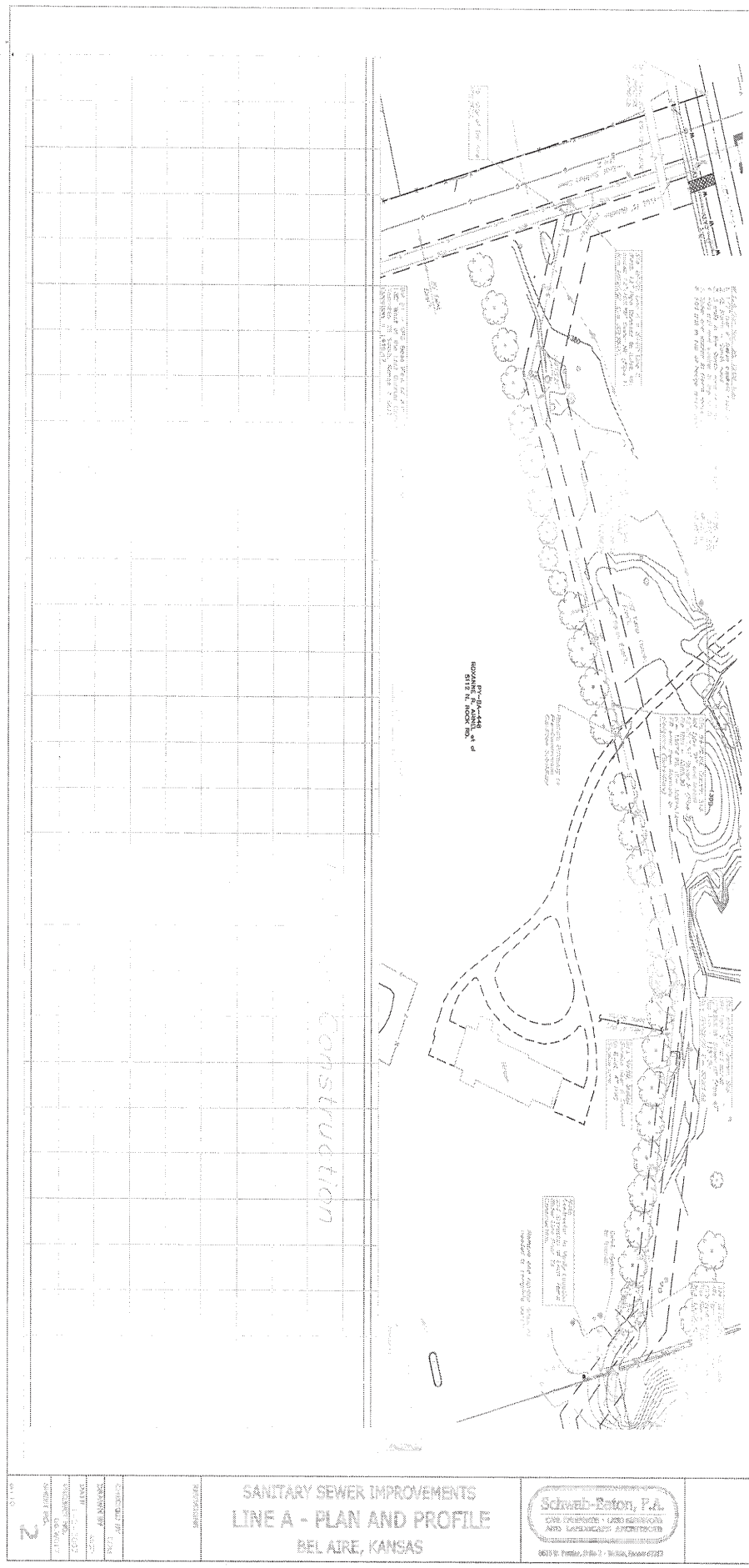
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EXHIBIT B

Diagram of Easement Area Attached



000020005005



SANITARY SEWER IMPROVEMENTS
LINE A - PLAN AND PROFILE
BEL AIRE, KANSAS



DATE	10/10/00
BY	10/10/00
PROJECT	10/10/00
CONTRACT	10/10/00
SHEET NO.	2

EXHIBIT C

Easement Area

A 20 foot wide permanent sanitary sewer easement, the centerline of which is described as follows:
Beginning at the Southwest corner (SWc) of the Northwest Quarter (NW/4) of Section 20 Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence North 01° 11' 22" West which is an assumed bearing of the West line of the Northwest Quarter (NW/4) of said Section 20, a distance of 80 feet; thence South 89° 52' 33" East parallel with the South line of said Northwest Quarter (NW/4) of Section 20, a distance of 395.88 feet to the Point of Beginning; thence North 30° 38' 15" East, a distance of 195.76 feet; thence North 03° 06' 23" West, a distance of 381.06 feet; thence North 02° 16' 02" West, a distance of 317.30 feet; thence North 23° 14' 10" East, a distance of 368.18 feet; thence North 56° 47' 46" East, a distance of 92.48 feet to a point of termination on the North line of the South half (S1/2) of said Northwest Quarter (NW/4) of Section 20 which is 701.41 feet East of the Northwest corner (NWc) of said South half (S1/2) of the Northwest Quarter (NW/4) of Section 20.

AND ALSO

A 40 foot wide temporary construction easement the Easterly line of which is described as follows:
Beginning at the Southwest corner (SWc) of the Northwest Quarter (NW/4) of Section 20 Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence North 01° 11' 22" West which is an assumed bearing of the West line of the Northwest Quarter (NW/4) of said Section 20, a distance of 80 feet; thence South 89° 52' 33" East parallel with the South line of said Northwest Quarter (NW/4) of Section 20, a distance of 395.88 feet to the Point of Beginning; thence North 30° 38' 15" East, a distance of 195.76 feet; thence North 03° 06' 23" West, a distance of 381.06 feet; thence North 02° 16' 02" West, a distance of 317.30 feet; thence North 23° 14' 10" East, a distance of 368.18 feet; thence North 56° 47' 46" East, a distance of 92.48 feet to a point of termination on the North line of the South half (S1/2) of said Northwest Quarter (NW/4) of Section 20 which is 701.41 feet East of the Northwest corner (NWc) of said South half (S1/2) of the Northwest Quarter (NW/4) of Section 20.



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29221005
Receipt #: 1783536
Pages Recorded: 10
Cashier Initials: KV
Recording Fee: \$44.00
Authorized By: 

Date Recorded: 5/31/2011 3:36:45 PM



SEWER LINE EASEMENT AGREEMENT

This Sewer Line Easement Agreement ("Agreement") is entered into by and between Grantor and Grantee (each is a "Party" and is defined below), to be effective as of May 31, 2011, as follows:

1. The grantors of this Easement are Kevin J. Arnel and Roxanne R. Arnel, as co-Trustees of the Kevin J. Arnel Living Trust dated August 27, 1996, and Roxanne R. Arnel and Kevin J. Arnel as co-Trustees of the Roxanne R. Arnel Living Trust dated February 24, 2004 (collectively "Grantor"). Grantor is the owner of the real estate described on the attached Exhibit A ("Grantor Tract").

2. The grantees of this easement are Paul H. Cheatum and Sarah A. Cheatum (collectively "Grantee"). Grantee is the owner of the real estate described on Exhibit B ("Grantee Tract").

3. Grantor grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the purposes of installing, replacing, repairing, and maintaining one private residential sanitary sewer line within the Easement Area described below (the "Easement") upon, across, and under the real property which is depicted on Exhibit C and described on Exhibit D (the "Easement Area"). It is generally intended that this Easement will be perpetual, but it may be terminated by Grantor as provided in this Agreement.

4. The Parties acknowledge that the Easement has been provided as a courtesy to Grantee, without economic consideration. The Parties intend that if the sewer line ceases to be regularly used as provided herein, Grantor may terminate the Easement. Accordingly, notwithstanding any other provision of this Agreement to the contrary, if Grantor believes in good faith that the Easement has not been regularly used for residential purposes for a period of at least one year, the Easement may be terminated by Grantor upon filing a certificate to such effect. Additionally, in the event Grantor, in Grantor's reasonable discretion, determines that the location of the Easement will adversely impact a future use (or result in additional cost) to the Grantor Tract, Grantor reserves the right to terminate this Easement and cause Grantee to relocate the sewer line and the Easement at Grantee's expense.

5. The terms, provisions, agreements, and covenants herein contained shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors,

assigns, and legal representatives. Without limiting the generality of the foregoing sentence, the terms, provisions, agreements, and covenants contained herein shall constitute covenants running with the land affected thereby, and shall be enforceable at law or in equity.

6. It is expressly understood that Grantor reserves and retains unto themselves, their successors and assigns and the future owner(s) of Grantor Tract, or any portion thereof, the right to use the Easement Area for all purposes which do not unreasonably interfere with or prevent the use of the Easement Area by Grantee, including specifically but without limitation, the right to place, construct, operate, repair, replace and maintain utility lines and facilities, driveways, streets, parking areas, fences and landscaping, in, over, under and across the Easement Area, and to grant public or private easements for such purposes, and to raise or lower the level of the surface of the Easement Area. Grantee shall have the right to review any proposed easement or conflicting use (collectively "proposed use") of the Easement Area to determine the effect, if any, on the sewer line then located within the Easement Area. Unless Grantee objects in writing to the proposed use within 14 days after being provided notice thereof in writing, such proposed use shall be deemed approved.

7. Grantee shall be solely responsible for the design and construction of any sewer line located within the Easement Area, the operation, maintenance and repair thereof, and any damages resulting from the activities of Grantee hereunder or the use of the Easement Area by Grantee or Grantee's employees, agents, or contractors. Grantee shall indemnify Grantor, and each of them, against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents, employees or contractors. Nothing contained herein shall be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct or negligence of Grantee, or its contractor(s), in the design, construction, operation, and maintenance of the sewer line located within the Easement Area. Notwithstanding the foregoing, any maintenance, repair or replacement reasonably required to be performed on any portion of the Easement Area by Grantee may be performed by Grantor upon its notifying the Grantee of the issue and the Grantee failing to promptly cause such work to occur. In such event, Grantor may perform such work and shall be promptly reimbursed by Grantee. Grantee will construct, repair and maintain the sewer line in compliance with all applicable laws, ordinances, rules and regulations of state and municipal authorities.

8. Upon completion of any construction, maintenance, repairs or other work within the Easement Area, Grantee shall promptly repair any damage to Grantor Tract so as to restore it to the same condition as it was in prior to commencement thereof.

9. The Easement, and the rights and privileges hereby granted, are further made and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, and mineral reservations, if any, relating to the Easement Area. The easement rights granted hereunder are not intended and shall not be construed as a dedication for public use.

10. Except as otherwise expressly permitted herein, Grantee shall not obstruct, or permit the obstruction of, any portion of the Easement Area, including but not limited to the construction of any structure, riser, or other item within one foot below the then-surface of the Easement Area.

11. If Grantee fails to perform all of its obligations hereunder, Grantor may file a legal action against Grantee seeking legal and/or equitable remedies. In such event, Grantor shall be entitled to an award of its reasonable costs and expenses incurred with such legal action, including but not limited to court costs and reasonable attorneys' fees.

12. For purposes of this Agreement, any notice, demand, consent, report or other communication required or permitted under this Agreement must be in writing and will be effective at the earliest of (a) its actual delivery, (b) the first business day following its deposit with an overnight courier, charges prepaid, or (c) the third business day following its deposit in the United States certified or registered mail, return receipt requested, postage prepaid. Notices shall be addressed to the Party and address that is designated to receive real property tax notices and statements for the Grantor Tract or Grantee Tract, as the case may be, as of the date the notice is given.

13. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party under this Agreement.

14. If any provision of this Agreement is invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and must be enforced to the greatest extent permitted by law.

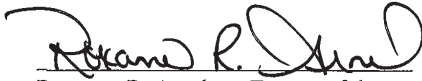
15. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

16. The provisions of this Agreement apply to, inure to the benefit of and bind the Parties and their respective successors and representatives, including, without limitation, any mortgagee acquiring an interest in any portion of the Grantee Tract or any improvements thereon, by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale; but any such mortgagee may not incur or be required to assume any obligation under this Agreement unless and until such mortgagee has so acquired an interest in any portion of the Grantee Tract, or any improvements thereon.

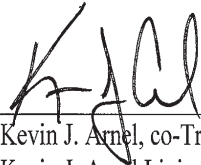
17. No provision of this Agreement may be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured or dictated such provision.

[Signatures on following page]

"Grantor"

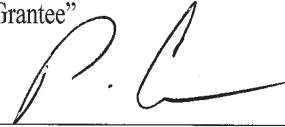


Roxanne R. Arnel, co-Trustee of the
Roxanne R. Arnel Living Trust dated
February 24, 2004, and co-Trustee of
the Kevin J. Arnel Living Trust dated
August 27, 1996



Kevin J. Arnel, co-Trustee of the
Kevin J. Arnel Living Trust dated
August 27, 1996, and co-Trustee of the
Roxanne R. Arnel Living Trust dated
February 24, 2004

"Grantee"



Paul H. Cheatum



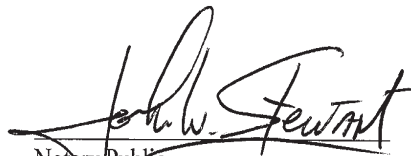
Sarah A. Cheatum

ACKNOWLEDGEMENTS

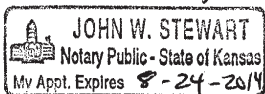
STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 26th day of May, 2011, before me, a notary public in and for said county and state, came Paul H. Cheatham, who is personally known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same to be the act and deed of said Grantee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


 Notary Public

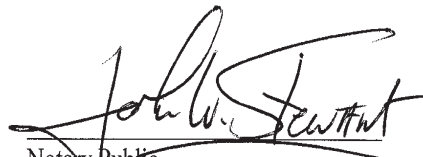
My Appointment Expires: August 24th, 2014



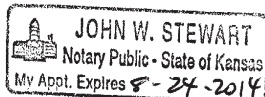
STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 26th day of May, 2011, before me, a notary public in and for said county and state, came Sarah A. Cheatham, who is personally known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same to be the act and deed of said Grantee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


 Notary Public

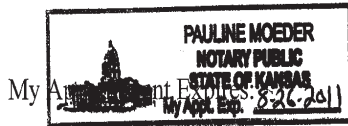
My Appointment Expires: August 24th, 2014



STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31st day of May, 2011, before me, a notary public in and for said county and state, Roxanne R. Arnel, co-Trustee of the Roxanne R. Arnel Living Trust dated February 24, 2004, and co-Trustee of the Kevin J. Arnel Living Trust dated August 27, 1996, who is personally known to me to be the same person who executed, as such co-trustee, the within instrument on behalf of said trusts, and such person duly acknowledged the execution of the same to be her free and voluntary act and deed as co-Trustee of said trusts.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Pauline Moeder
 Notary Public

STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31st day of May, 2011, before me, a notary public in and for said county and state, Kevin J. Arnel, co-Trustee of the Kevin J. Arnel Living Trust dated August 27, 1996, co-Trustee of the Roxanne R. Arnel Living Trust dated February 24, 2004, who is personally known to me to be the same person who executed, as such co-Trustee, the within instrument on behalf of said trusts, and such person duly acknowledged the execution of the same to be his free and voluntary act and deed as co-Trustee of said trusts.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Pauline Moeder
 Notary Public

000029221005

EXHIBIT A

Grantor Tract

South half of the Northwest Quarter of Section 20, Township 26, Range 2 East of the 6th P.M.,
Sedgwick County, Kansas.

000029221005

EXHIBIT B

Grantee Tract

The South 10 acres of the west 20 acres of the N/2 of the NW/4 of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

EXHIBIT C

Diagram of Easement Area

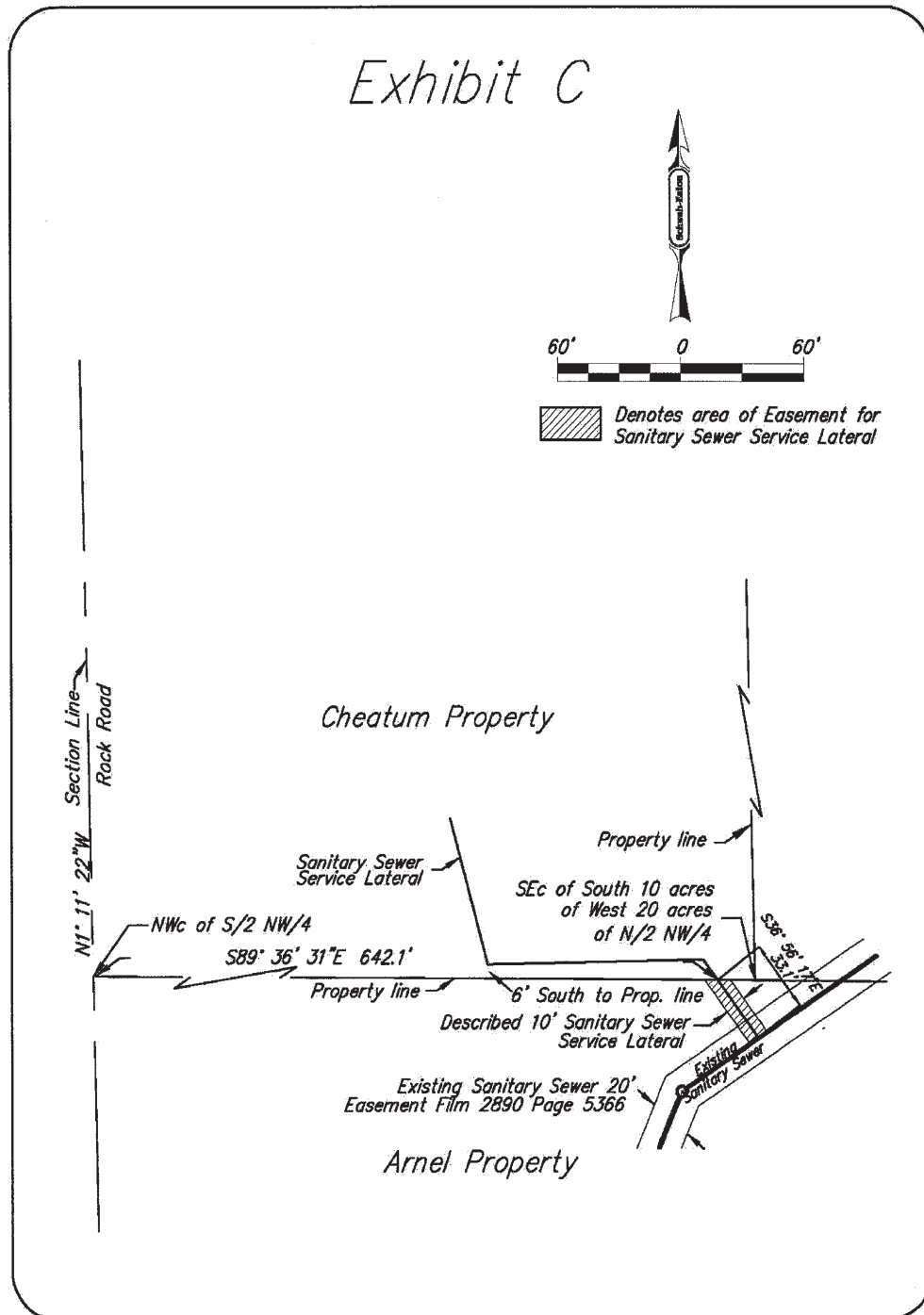


EXHIBIT D**Easement Legal Description**

A 10 foot wide non-exclusive sanitary sewer easement, the centerline of which is described as follows: Beginning at the Northwest corner (NWc) of the South half (S/2) of the Northwest Quarter (NW/4) of Section 20, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence East along the North line of said South half (S/2) of the Northwest Quarter (NW/4) on an assumed bearing of South 89 degrees 36 minutes and 31 seconds East, a distance of 642.1 feet to the Point of Beginning: Thence South 36 degrees 56 minutes 17 seconds East, a distance of 33.1 feet to the existing Public Sanitary Sewer line whose easement is described on Film 2890 Page 5366 at the Sedgwick County Register of Deeds which is the point of termination.



Sedgwick County
Register of Deeds - Tonya Buckingham
Doc.#/Flm-Pg: 29681874

Receipt #: 2014394
Pages Recorded: 11

Recording Fee: \$158.00

Cashier: Ketigall

Authorized By: Tonya Buckingham

Date Recorded: 04/07/2017 01:08:12 PM



ASSIGNMENT OF EASEMENT

For valuable consideration, receipt of which is hereby acknowledged,

Paul H. Cheatum and Sarah A. Cheatum, husband and wife, (Assignor),

Hereby assigns, transfers and conveys to Paul H. Cheatum, Trustee of the Paul Henry Cheatum Living Trust, dated November 15, 2016, all of the Assignor's rights, title, interest and obligations under that certain easement recorded May 31, 2011 at the Sedgwick County Register of Deeds Office, recorded on DOC.# FLM-PG: 29221005, attached hereto and marked as Exhibit A and made a part hereof.

Dated 3/27/2017.

PAUL H. CHEATUM

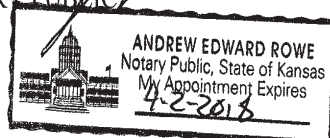
SARAH A. CHEATUM

STATE OF KANSAS, COUNTY OF SEDGWICK, ss:

Be it remembered that before me, a notary public in and for the State and County aforesaid, personally appeared Paul H. Cheatum and Sarah A. Cheatum known to me to be the same person(s) who executed the within Assignment of Easement and who acknowledged the execution of same as a free act and deed, and, if corporation, as the free act and deed of same. In witness whereof I have hereunto set my hand and affixed my official seal the day and year above written.

NOTARY PUBLIC

Date: 3/27/2017.





Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29221005

Receipt #: 1783536
Pages Recorded: 10
Cashier Initials: KV

Recording Fee: \$44.00
Authorized By: 

Date Recorded: 5/31/2011 3:36:45 PM



EXHIBIT A

SEWER LINE EASEMENT AGREEMENT

This Sewer Line Easement Agreement ("Agreement") is entered into by and between Grantor and Grantee (each is a "Party" and is defined below), to be effective as of May 31, 2011, as follows:

1. The grantors of this Easement are Kevin J. Arnel and Roxanne R. Arnel, as co-Trustees of the Kevin J. Arnel Living Trust dated August 27, 1996, and Roxanne R. Arnel and Kevin J. Arnel as co-Trustees of the Roxanne R. Arnel Living Trust dated February 24, 2004 (collectively "Grantor"). Grantor is the owner of the real estate described on the attached Exhibit A ("Grantor Tract").

2. The grantees of this easement are Paul H. Cheatum and Sarah A. Cheatum (collectively "Grantee"). Grantee is the owner of the real estate described on Exhibit B ("Grantee Tract").

3. Grantor grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the purposes of installing, replacing, repairing, and maintaining one private residential sanitary sewer line within the Easement Area described below (the "Easement") upon, across, and under the real property which is depicted on Exhibit C and described on Exhibit D (the "Easement Area"). It is generally intended that this Easement will be perpetual, but it may be terminated by Grantor as provided in this Agreement.

4. The Parties acknowledge that the Easement has been provided as a courtesy to Grantee, without economic consideration. The Parties intend that if the sewer line ceases to be regularly used as provided herein, Grantor may terminate the Easement. Accordingly, notwithstanding any other provision of this Agreement to the contrary, if Grantor believes in good faith that the Easement has not been regularly used for residential purposes for a period of at least one year, the Easement may be terminated by Grantor upon filing a certificate to such effect. Additionally, in the event Grantor, in Grantor's reasonable discretion, determines that the location of the Easement will adversely impact a future use (or result in additional cost) to the Grantor Tract, Grantor reserves the right to terminate this Easement and cause Grantee to relocate the sewer line and the Easement at Grantee's expense.

5. The terms, provisions, agreements, and covenants herein contained shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors,

assigns, and legal representatives. Without limiting the generality of the foregoing sentence, the terms, provisions, agreements, and covenants contained herein shall constitute covenants running with the land affected thereby, and shall be enforceable at law or in equity.

6. It is expressly understood that Grantor reserves and retains unto themselves, their successors and assigns and the future owner(s) of Grantor Tract, or any portion thereof, the right to use the Easement Area for all purposes which do not unreasonably interfere with or prevent the use of the Easement Area by Grantee, including specifically but without limitation, the right to place, construct, operate, repair, replace and maintain utility lines and facilities, driveways, streets, parking areas, fences and landscaping, in, over, under and across the Easement Area, and to grant public or private easements for such purposes, and to raise or lower the level of the surface of the Easement Area. Grantee shall have the right to review any proposed easement or conflicting use (collectively "proposed use") of the Easement Area to determine the effect, if any, on the sewer line then located within the Easement Area. Unless Grantee objects in writing to the proposed use within 14 days after being provided notice thereof in writing, such proposed use shall be deemed approved.

7. Grantee shall be solely responsible for the design and construction of any sewer line located within the Easement Area, the operation, maintenance and repair thereof, and any damages resulting from the activities of Grantee hereunder or the use of the Easement Area by Grantee or Grantee's employees, agents, or contractors. Grantee shall indemnify Grantor, and each of them, against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents, employees or contractors. Nothing contained herein shall be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct or negligence of Grantee, or its contractor(s), in the design, construction, operation, and maintenance of the sewer line located within the Easement Area. Notwithstanding the foregoing, any maintenance, repair or replacement reasonably required to be performed on any portion of the Easement Area by Grantee may be performed by Grantor upon its notifying the Grantee of the issue and the Grantee failing to promptly cause such work to occur. In such event, Grantor may perform such work and shall be promptly reimbursed by Grantee. Grantee will construct, repair and maintain the sewer line in compliance with all applicable laws, ordinances, rules and regulations of state and municipal authorities.

8. Upon completion of any construction, maintenance, repairs or other work within the Easement Area, Grantee shall promptly repair any damage to Grantor Tract so as to restore it to the same condition as it was in prior to commencement thereof.

9. The Easement, and the rights and privileges hereby granted, are further made and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, and mineral reservations, if any, relating to the Easement Area. The easement rights granted hereunder are not intended and shall not be construed as a dedication for public use.

10. Except as otherwise expressly permitted herein, Grantee shall not obstruct, or permit the obstruction of, any portion of the Easement Area, including but not limited to the construction of any structure, riser, or other item within one foot below the then-surface of the Easement Area.

11. If Grantee fails to perform all of its obligations hereunder, Grantor may file a legal action against Grantee seeking legal and/or equitable remedies. In such event, Grantor shall be entitled to an award of its reasonable costs and expenses incurred with such legal action, including but not limited to court costs and reasonable attorneys' fees.

12. For purposes of this Agreement, any notice, demand, consent, report or other communication required or permitted under this Agreement must be in writing and will be effective at the earliest of (a) its actual delivery, (b) the first business day following its deposit with an overnight courier, charges prepaid, or (c) the third business day following its deposit in the United States certified or registered mail, return receipt requested, postage prepaid. Notices shall be addressed to the Party and address that is designated to receive real property tax notices and statements for the Grantor Tract or Grantee Tract, as the case may be, as of the date the notice is given.

13. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party under this Agreement.

14. If any provision of this Agreement is invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and must be enforced to the greatest extent permitted by law.

15. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

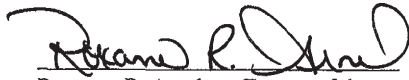
16. The provisions of this Agreement apply to, inure to the benefit of and bind the Parties and their respective successors and representatives, including, without limitation, any mortgagee acquiring an interest in any portion of the Grantee Tract or any improvements thereon, by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale; but any such mortgagee may not incur or be required to assume any obligation under this Agreement unless and until such mortgagee has so acquired an interest in any portion of the Grantee Tract, or any improvements thereon.

17. No provision of this Agreement may be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured or dictated such provision.

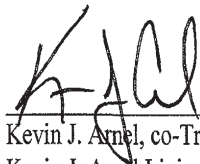
[Signatures on following page]

000029221005
29581874

"Grantor"

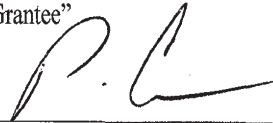


Roxanne R. Arnel, co-Trustee of the
Roxanne R. Arnel Living Trust dated
February 24, 2004, and co-Trustee of
the Kevin J. Arnel Living Trust dated
August 27, 1996



Kevin J. Arnel, co-Trustee of the
Kevin J. Arnel Living Trust dated
August 27, 1996, and co-Trustee of the
Roxanne R. Arnel Living Trust dated
February 24, 2004

"Grantee"



Paul H. Cheatum



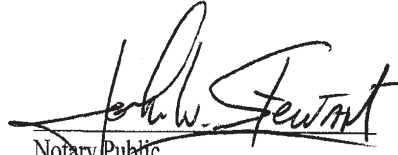
Sarah A. Cheatum

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 26 day of May, 2011, before me, a notary public in and for said county and state, came Paul H. Cheatham, who is personally known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same to be the act and deed of said Grantee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


Notary Public

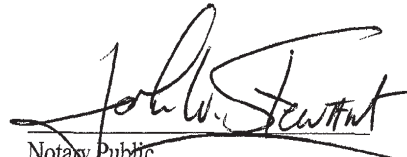
My Appointment Expires: August 24th, 2014



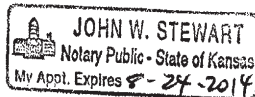
STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 26 day of May, 2011, before me, a notary public in and for said county and state, came Sarah A. Cheatham, who is personally known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same to be the act and deed of said Grantee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


Notary Public

My Appointment Expires: August 24th, 2014



29681874 000029221005

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31st day of May, 2011, before me, a notary public in and for said county and state, Roxanne R. Arnel, co-Trustee of the Roxanne R. Arnel Living Trust dated February 24, 2004, and co-Trustee of the Kevin J. Arnel Living Trust dated August 27, 1996, who is personally known to me to be the same person who executed, as such co-trustee, the within instrument on behalf of said trusts, and such person duly acknowledged the execution of the same to be her free and voluntary act and deed as co-Trustee of said trusts.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

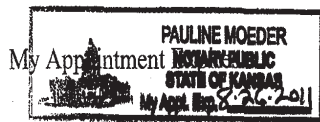


Pauline Moeder
Notary Public

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31st day of May, 2011, before me, a notary public in and for said county and state, Kevin J. Arnel, co-Trustee of the Kevin J. Arnel Living Trust dated August 27, 1996, co-Trustee of the Roxanne R. Arnel Living Trust dated February 24, 2004, who is personally known to me to be the same person who executed, as such co-Trustee, the within instrument on behalf of said trusts, and such person duly acknowledged the execution of the same to be his free and voluntary act and deed as co-Trustee of said trusts.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Pauline Moeder
Notary Public

29681874
060629221005

EXHIBIT A

Grantor Tract

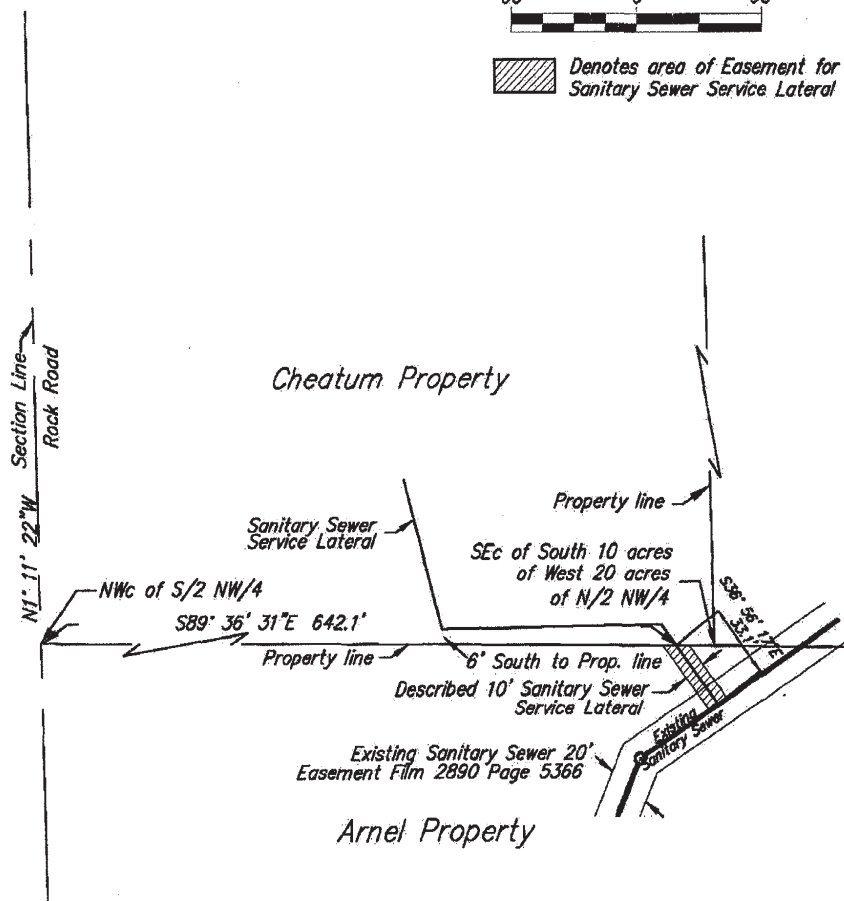
South half of the Northwest Quarter of Section 20, Township 26, Range 2 East of the 6th P.M.,
Sedgwick County, Kansas.

000029221005
20681874

EXHIBIT B

Grantee Tract

The South 10 acres of the west 20 acres of the N/2 of the NW/4 of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.



000029221005
28681874

EXHIBIT D

Easement Legal Description

A 10 foot wide non-exclusive sanitary sewer easement, the centerline of which is described as follows: Beginning at the Northwest corner (NWc) of the South half (S/2) of the Northwest Quarter (NW/4) of Section 20, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence East along the North line of said South half (S/2) of the Northwest Quarter (NW/4) on an assumed bearing of South 89 degrees 36 minutes and 31 seconds East, a distance of 642.1 feet to the Point of Beginning; Thence South 36 degrees 56 minutes 17 seconds East, a distance of 33.1 feet to the existing Public Sanitary Sewer line whose easement is described on Film 2890 Page 5366 at the Sedgwick County Register of Deeds which is the point of termination.



Sedgwick County
Register of Deeds - Bill Meek
DOC#/FLM-PG: 29233010

Receipt #: 1789192
Pages Recorded: 5
Cashier Initials: CP

Recording Fee: \$24.00
Authorized By:

Date Recorded: 8/4/2011 3:37:28 PM



CROSS-LOT DRAINAGE AGREEMENT

THIS CROSS-LOT DRAINAGE AGREEMENT ("Agreement") is made on the 4th day of August, 2011, by the Roxanne R. Arnel Living Trust dated February 24, 2004, and the Kevin J. Arnel Living Trust dated August 27, 1996, hereinafter referred to as the Grantor, and Developers, Inc., hereinafter referred to as the Grantee.

WHEREAS, the Grantor is owner of the following described real estate:

The S1/2 of the NW1/4 of Sec. 20, T26S, R2E of the 6th P.M., Sedgwick County, Kansas, containing 80 acres, more or less. ("Tract A")

WHEREAS, the Grantee is owner of the following described real estate:

The North Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; EXCEPT the south 10 acres of the west 20.0 acres thereof; AND EXCEPT THAT PART DESCRIBED AS:

A tract of land lying within the North Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, said tract being more particularly described as follows: Commencing at the northwest corner of said North Half; thence along the west line of said North Half on a Kansas coordinate system of 1983 south zone grid bearing S01°56'19"E, to the south line of said North Half; thence along said south line and along the south line of a tract of land recorded on Doc#/Flm-Pg: 29091272, N89°38'19"E, 659.72 feet to the point of beginning; thence along the east line of said tract of land recorded on Doc#/Flm-Pg: 29091272, N01°56'19"W, 659.76 feet to the northeast corner of said recorded tract of land; thence N 89°46'18"E, 88.36 feet; thence S35°04'26"E, 802.05 feet to said south line of said North Half; thence along said south line, S89°38'19"W, 526.94 feet to the point of beginning ("Tract B").

WHEREAS, Tract A and Tract B are contiguous to each other; and

WHEREAS, the Grantor desires to provide to the Grantee a perpetual cross lot surface drainage agreement over and across Tract A, subject to the terms and conditions set forth below.

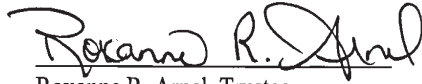
NOW THEREFORE, in consideration of the premises the Parties agree as follows:

1. Grantor hereby grants an easement to permit storm water surface drainage from Tract B over and across Tract A in accordance with the final drainage plan on file with the City Engineer of Bel Aire dated as revised, 7/21, 2011. So long as Grantor has any interest in any portion of Tract A, any change to such drainage plan (or the volumes or rates of the flow of drainage assumed in such plan on to Tract A), shall require the prior written consent of Grantor.
2. Within 180 days of the execution of this Agreement, Grantee will deliver 2200 cubic yards of dirt and 300 cubic yards of topsoil to Tract A to be placed at a location designated by the Grantor. There will be no charge to the Grantor for this material or its placement.
3. Grantor expressly reserves the right to redirect in any manner any and all runoff from Tract B to any location on and off Tract A pursuant to any future drainage plan with respect to Tract A, as Tract A may be later developed. It is also understood and agreed that Tract A has no retention obligations with respect to any runoff received, it being understood that such runoff may ultimately be carried off Tract A through a future drainage system, including storm sewers.
4. If a Party fails to perform all of its obligations and covenants under this Agreement, the non-defaulting Party may file a legal action against the defaulting Party seeking legal or equitable remedies, or both. The prevailing Party is entitled to reimbursement from the losing Party for the reasonable costs and expenses incurred, including but not limited to court costs and reasonable attorneys' fees.
5. This Agreement, and all of the provisions contained herein and all of the rights and obligations hereunder, shall be and constitute covenants running with the fee simple estate of Tract A and Tract B, and shall bind all present and future owners thereof.
6. For purposes of this Agreement, any notice, demand, consent, report or other communication required or permitted under this Agreement must be in writing and will be effective at the earliest of (a) its actual delivery, (b) the first business day following its deposit with an overnight courier, charges prepaid, or (c) the third business day following its deposit in the United States certified or registered mail, return receipt requested, postage prepaid. Notices must be addressed to the Party and address that is designated to receive real property tax notices and statements for Tract A or Tract B as of the date the notice is given.
7. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in

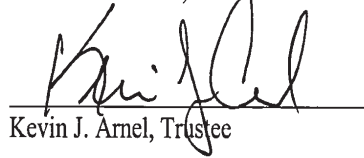
default, irrespective of how long such failure continues, shall not constitute a waiver of such Party of the rights thereof under this Agreement.

8. If any provision of this Agreement or the application thereof to any entity or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance will not be affected thereby and must be enforced to the greatest extent permitted by law.
9. This Agreement, or any provision hereof, may be changed, waived, discharged or terminated orally, only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.
10. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.
11. Grantee may not assign or otherwise transfer its obligations under this Agreement without the prior written consent of Grantor. The provisions of this Agreement apply to, inure to the benefit of, and bind the Parties and the respective permitted assigns, successors, and representatives thereof, including, without limitation, any mortgagee acquiring an interest in any portion of Tract A or Tract B, or any improvements thereon, by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale; but any such mortgagee may not incur or be required to assume any obligation under this Agreement unless and until such mortgagee has so acquired an interest in any portion of Tract A or Tract B, or any improvements thereon.
12. No provision of this Agreement may be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.
13. Grantee is solely responsible for the maintenance, repair and replacement of the Tract B drainage infrastructure as well as all costs and expenses related thereto. Such maintenance, repair and replacement includes: keeping and maintaining the drainage infrastructure in good, safe, clean and sightly condition at all times, including, without limitation, the obligation to maintain such infrastructure in accordance with any current or future state or municipal minimum maintenance standards. If Grantee fails to promptly perform or cause to be performed all maintenance, repair and replacement to the drainage infrastructure as required herein, Grantor may provide Grantee with written notice reasonably detailing the maintenance, repair or replacement required to be performed, and if Grantee does not cause such maintenance, repair or replacement to be completed within 30 days of receipt of such written notice, Grantor may perform or cause to be performed such maintenance, repair or replacement and charge the costs thereof to Grantee. In such event, Grantee shall reimburse Grantor such costs within 10 days of receiving an invoice for the work performed.

Roxanne R. Arnel Living Trust
dated February 24, 2004

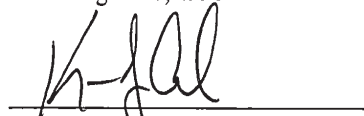


Roxanne R. Arnel, Trustee

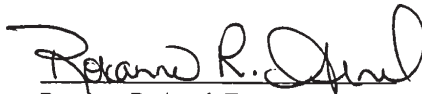


Kevin J. Arnel, Trustee

Kevin J. Arnel Living Trust
dated August 27, 1996

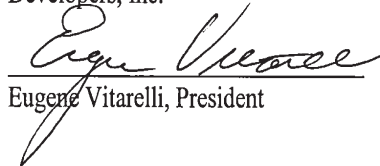


Kevin J. Arnel, Trustee



Roxanne R. Arnel, Trustee

Developers, Inc.

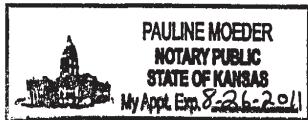


Eugene Vitarelli, President

0000029233010

State of Kansas)
) SS
Sedgwick County)

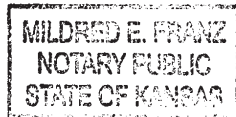
This instrument was acknowledged before me this 4th day of August 2011, by Roxanne R. Arnel and Kevin J. Arnel, Co-Trustees of the Roxanne R. Arnel Living Trust dated February 24, 2004, and the Kevin J. Arnel Living Trust dated August 27, 1996.



Pauline Moeder
Notary Public

State of Kansas)
) SS
Sedgwick County)

The foregoing instrument was acknowledged before me this 1st day of August, 2011, by Eugene Vitarelli, President of Developers, Inc., on behalf of the corporation.



Mildred E. Franz
Notary Public

My Appointment Expires: 02/13/2015



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29261555

Receipt #: 1802365
Pages Recorded: 5
Cashier Initials: DH

Recording Fee: \$24.00
Authorized By 

Date Recorded: 12/23/2011 3:42:06 PM



Grantor	<u>BELAIRE, CITY OF</u>
Grantee	<u>OWNER OF RECORD</u>
Type of Document	<u>EASEMENT - PLAT</u>
Recording Fees	<u>\$24.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$24.00</u>
Return Address	<u>SECURITY 1ST TITLE</u>
	<u>434 N. MAIN</u>
	<u>WICHITA, KS 67202</u>
	<u></u>

29261555

ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") is made by and given by City of Bel Aire, Kansas ("Grantor").

WHEREAS, Pursuant to that certain Real Estate Exchange Contract dated November 23, 2011 ("Contract"), Grantor is the owner of the real property described in Exhibit A attached hereto and depicted on Exhibit B attached hereto as "Arnel Parcel #1" ("Property"); and

WHEREAS, pursuant to Section 22(g) of the Contract, Grantor desires to establish an easement for access, ingress and egress over and upon the existing roadway that is a portion of the Property ("Easement Tract") for the benefit of the proposed Arnel Retained Tract described on Exhibit C and depicted on Exhibit B attached hereto ("Arnel Retained Tract").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants and declares as follows:

Grant of Access Easement. Grantor, as the owner of the Easement Tract grants and conveys for the benefit of the owner(s) of the Arnel Retained Tract, an appendant, appurtenant, exclusive, right-of-way easement to run with the land as obligations and covenants against the Property in favor of the Arnel Retained Tract for vehicular and pedestrian access, ingress and egress over and across the Easement Tract. This Easement shall expire upon the completion of construction of the New Road and granting of access easements in connection therewith that are contemplated in Section 22(g) of the Contract.

IN WITNESS WHEREOF, Grantor has executed this Easement as of the 12th day of December, 2011.

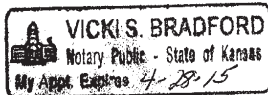
GRANTOR:

CITY OF BEL AIRE, KANSAS

By: Harold Smith
Harold Smith Mayor

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this 12th day of December, 2011, by Harold Smith, Mayor of the City of Bel Aire, Kansas.



Vicki S. Bradford
Notary Public

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12/24/11
Secst

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Exhibit A

Property:

The approximately 62.534 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

The South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas,

EXCEPT:

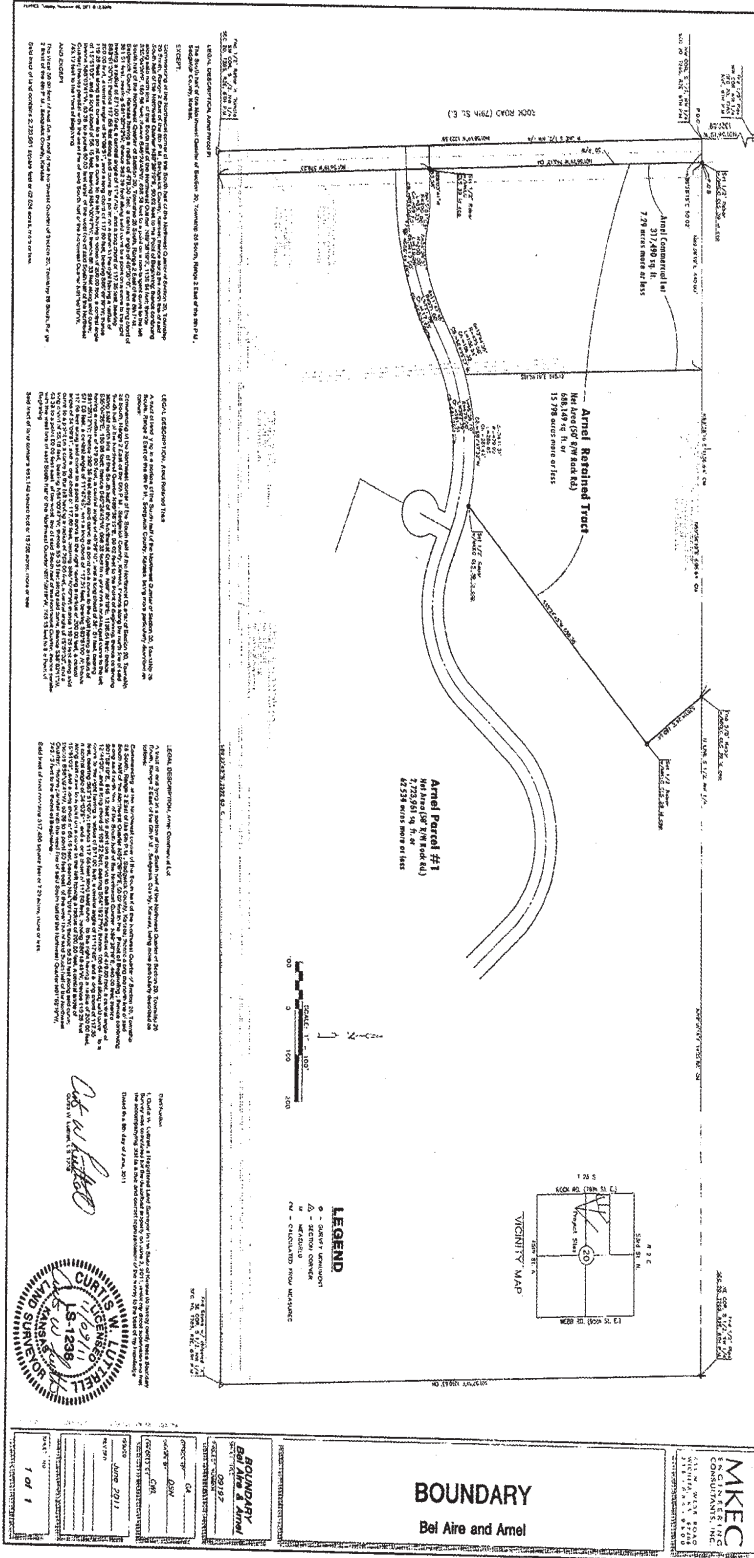
Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

AND EXCEPT

The West 50.00 feet of said South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Said tract of land contains 2,723,961 square feet or 62.534 acres, more or less.

EXHIBIT "B"



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EXHIBIT C

ARNEL RETAINED TRACT

The approximately 15.798 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

Said tract of land contains 688,149 square feet or 15.798 acres, more or less



Sedgwick County
Register of Deeds - Bill Meek
Doc.#/Flm-Pg: 29519377

Receipt #: 1929822
Pages Recorded: 8

Recording Fee: \$68.00

Authorized By: 

Cashier: KVENATOR

Date Recorded: 04/15/2015 03:39:24 PM



Please do not remove this cover page, it has become part of this document

Grantor	BEL AIRE CITY OF
Grantee	UNPLATTED
Type of Document	MISC.EASE
Recording Fees	\$68.00
Mtg Reg Tax	\$0.00
Total Amount	\$68.00
Return Address	CITY OF BEL AIRE ATTN TY LASHER 7651 CENTRAL PARK AVENUE BEL AIRE, KS 67226

29519877

When recorded mail to:
Kevin J. Arnel
Foulston Siefkin LLP
Commerce Bank Center
1551 N. Waterfront Pkwy., Suite 100
Wichita, KS 67206-4466

ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") is made by and given by City of Bel Aire, Kansas ("Grantor").

WHEREAS, Pursuant to that certain Real Estate Exchange Contract dated November 23, 2011 ("2011 Contract"), Grantor is the owner of the real property described in Exhibit A attached hereto and depicted on Exhibit B attached hereto as "Arnel Parcel #1"; and

WHEREAS, Pursuant to that certain Real Estate Contract dated February 17, 2015 ("2015 Contract"), Grantor is selling the portion of Arnel Parcel #1 described in Exhibit C attached hereto and depicted on Exhibit D attached hereto ("Property"); and

WHEREAS, the Property will be added to, and become a part of, the "Arnel Retained Tract" as originally described in the 2011 Contract and depicted on Exhibit B prior to the integration of the Property; and

WHEREAS, after the integration of the Property, the Arnel Retained Tract will be described as set forth in Exhibit E ("Arnel Retained Tract"); and

WHEREAS, pursuant to Section 11 of the 2015 Contract, Grantor desires to establish an easement for access, ingress and egress over and upon a portion of the Arnel Parcel #1 to permit access to Rock Spring Street ("Easement Tract") for the benefit of the Arnel Retained Tract.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants and declares as follows:

Grant of Access Easement. Grantor grants and conveys for the benefit of the owner(s) of the Arnel Retained Tract (as defined after the integration of the Property into such Tract), an appendant, appurtenant, exclusive, perpetual right-of-way easement to run with the land as obligations and covenants against Arnel Parcel #1 in favor of such Arnel Retained Tract for vehicular and pedestrian access, ingress and egress over and across a portion of Arnel Parcel #1 to be determined by the parties when the portion of the Arnel Parcel #1 that is adjacent to the east side of the Arnel Retained Tract is platted for the constructing,

29519377

operating and maintenance of improvements and infrastructure upon and within the Arnel Parcel #1.

IN WITNESS WHEREOF, Grantor has executed this Easement as of the 7th day of April, 2015.

GRANTOR:

CITY OF BEL AIRE, KANSAS

By: 
David Austin, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this 7th day of April, 2015, by David Austin, Mayor of the City of Bel Aire, Kansas.



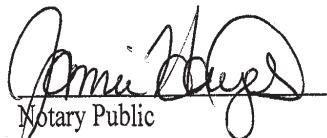

Notary Public

Exhibit A"Arnel Parcel #1"

The approximately 62.534 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

The South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas,

EXCEPT:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

AND EXCEPT

The West 50.00 feet of said South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Said tract of land contains 2,723,961 square feet or 62.534 acres, more or less.



EXHIBIT C**"Property"**

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 255.87 feet; thence S45°24'45"W, 213.27 feet; thence N35°04'26"W, 180.96 feet to the Point of Beginning.

Said tract of land contains 19,031 square feet or 0.437 acres, more or less, and is depicted as a triangle in Exhibit D.

EXHIBIT E**Revised "Arnel Retained Tract"**

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1392.51 feet; thence; thence S45°24'45"W, 911.65 feet to a point on a non-tangent curve to the left having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

Said tract of land contains 707,180 square feet or 16.235 acres, more or less. This combines the Arnel Retained Tract depicted in Exhibit B and the Property described in Exhibit C.



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29261556

Receipt #: 1802365
Pages Recorded: 6
Cashier Initials: DH

Recording Fee: \$28.00
Authorized By 

Date Recorded: 12/23/2011 3:42:07 PM



Grantor	<u>BELAIRE, CITY OF</u>
Grantee	<u>ARNEL KEVIN J TR</u>
Type of Document	<u>MEMORANDUM OF LEASE, ETC.</u>
Recording Fees	<u>\$28.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$28.00</u>
Return Address	<u>SECURITY 1ST TITLE</u>
	<u>434 N. MAIN</u>
	<u>WICHITA, KS 67202</u>
	<u></u>

When recorded mail to:
Kevin J. Arnel
Foulston Siefkin LLP
Commerce Bank Center
1551 N. Waterfront Pkwy., Suite 100
Wichita, KS 67206-4466

29261554

MEMORANDUM OF CONTRACT

This Memorandum of Contract ("Memorandum") is entered into as of the last date executed by a party hereto ("Effective Date") by and between the following parties: City of Bel Aire, Kansas [7651 E. Central Park Ave., Bel Aire, KS 67226 Attn: Ty Lasher, City Manager] ("City"), the City of Bel Aire, Kansas Public Building Commission [7651 E. Central Park Ave., Bel Aire, KS 67226 Attn: Ty Lasher] ("PBC"), and Kevin J. Arnel and Roxanne R. Arnel, as co trustees of the Kevin J. Arnel Living Trust ("Kevin's Trust") and the Roxanne R. Arnel Living Trust ("Roxanne's Trust") [5112 N. Rock Rd., Bel Aire, KS 67226 Attn: Kevin J. Arnel] (collectively "Arnel").

1. The Parties entered into and have closed upon the certain Real Estate Exchange Contract ("Contract") dated November 23, 2011, involving certain property and interests set forth on Exhibit A hereto (the "Premises"), in Bel Aire, Sedgwick County, Kansas. Each of the Parties has certain rights and obligations with respect to some or all of the Premises, subject to all of the terms, covenants and conditions appearing in said Contract, of which this is a memorandum.

2. This Memorandum is not a complete summary of the Contract. The Contract contains other terms and the provisions in the Memorandum shall not be used in interpreting the Contract provisions. In the event of a conflict between the Memorandum and the unrecorded Contract, the unrecorded Contract shall control. Capitalized terms not defined herein shall have their meanings set forth in the Contract. This Memorandum may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the last date executed by a party hereto.

*****Signatures and Acknowledgments on following pages*****

428¹⁰
Secret

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Diana¹¹

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ARNEL:

Kevin J. Arnel and Roxanne R. Arnel, as Co-Trustees of the Kevin J. Arnel Living Trust dated August 27, 1996, and Roxanne R. Arnel and Kevin J. Arnel, as Co-Trustees of the Roxanne R. Arnel Living Trust dated February 24, 2004

By: Roxanne R. Arnel
Roxanne R. Arnel, Co-Trustee

By: Kevin J. Arnel
Kevin J. Arnel, Co-Trustee

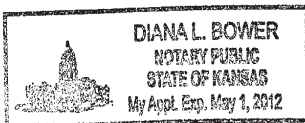
Date: 12-22-11

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this 22nd day of December, 2011, by Roxanne R. Arnel and Kevin J. Arnel, as co-trustees of the Kevin J. Arnel Living Trust. and as Co-Trustees of the Roxanne R. Arnel Living Trust.

Diana L Bower
Notary Public



29261556

CITY:

PBC:

CITY OF BEL AIRE, KANSAS,
a municipal corporation

CITY OF BEL AIRE, KANSAS
PUBLIC BUILDING COMMISSION

By: Harold Smith
Harold Smith, Mayor

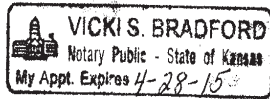
By: Peggy Sue O'Donnell
Peggy Sue O'Donnell, President

Date: 12-12-11

Date: December 12, 2011

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

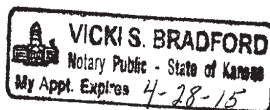
This instrument was acknowledged before me on this 12th day of December, 2011, by
Harold Smith, Mayor of the City of Bel Aire, Kansas.



Vicki S. Bradford
Notary Public

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this 12th day of December, 2011, by
Peggy Sue O'Donnell, President of the City of Bel Aire, Kansas Public Building Commission.



Vicki S. Bradford
Notary Public

29261554

EXHIBIT A

PREMISES

1. Arnel Parcel #1

The approximately 62.534 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

The South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas,

EXCEPT:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

AND EXCEPT

The West 50.00 feet of said South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Said tract of land contains 2,723,961 square feet or 62.534 acres, more or less.

2. ARNEL RETAINED TRACT

The approximately 15.798 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said

29261556-

South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

Said tract of land contains 688,149 square feet or 15.798 acres, more or less

3. ARNEL COMMERCIAL LOT WITHIN THE ARNEL RETAINED TRACT

The approximately 7.29 lot described as follows:

LEGAL DESCRIPTION, Arnel commercial lot:

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the **Point of Beginning**; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 440.00 feet; thence S01°56'19"E, 645.12 feet to a point on a curve to the left having a radius of 479.00 feet, a central angle of 12°44'39", and a long chord of 106.32 feet, bearing S64°19'27"W; thence 106.54 feet along said curve to a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the **Point of Beginning**.

Said tract of land contains 317,490 square feet or 7.29 acres, more or less.

4. CITY PARCEL

The West half of the Southwest Quarter of Section 16, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas.



Sedgwick County
Register of Deeds - Tonya Buckingham

Doc.#/Flm-Pg: 29675530

Receipt #: 2010971
Pages Recorded: 6

Recording Fee: \$88.00

Authorized By: *Tonya Buckingham*

Cashier: kwahler

Date Recorded: 03/09/2017 10:47:15 AM



The space above is reserved for REGISTER OF DEEDS

DRAINAGE AND UTILITY EASEMENT

Kevin J. Arnel and Roxanne R. Arnel, as Co-Trustees of the Kevin J. Arnel Living Trust, amended and restated on February 24, 2004, and the Roxanne R. Arnel Living Trust, dated February 24, 2004, collectively ("Arnel"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the City, a perpetual right-of-way and easement for the purpose of constructing, maintaining, repairing and accessing a drainage system over, along, and under the following two parcels of real estate situated in Sedgwick County, Kansas, legally described in Exhibit A and depicted in Exhibit B, and is binding upon both current owners and their successors, heirs and assigns.

Both parties agree not to materially change the height of the soil saver component of the weir/wing wall associated with maintaining the water height of the drainage pond while Kevin Arnel and/or Roxanne Arnel (or a trust or other entity created or controlled by one or both of them) owns and occupies the property that includes the drainage pond.

City is hereby granted the right to enter upon said easement areas at any time for the purposes set forth herein. The acceptance of this grant of an easement by the City of Bel Aire is for the benefit of the residents of Bel Aire.

Dated this 27th day of February, 2017

20070530

Kevin J. Arnel Living Trust,
Amended and Restated on
February 24, 2004

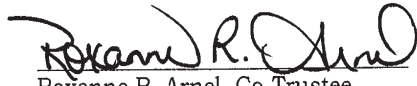


Kevin J. Arnel, Co-Trustee

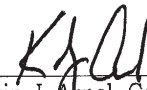
Roxanne R. Arnel Living Trust
dated February 24, 2004



Roxanne R. Arnel, Co-Trustee



Roxanne R. Arnel, Co-Trustee



Kevin J. Arnel, Co-Trustee

The space below is reserved for REGISTER OF DEEDS

SEAL-STAMP STATE OF KANSAS, SEDGWICK COUNTY, ss

BE IT KNOWN BY ALL PERSONS that on this 27th day of July, 2017, before me, a Notary Public, came Kevin J. Arnel and Roxanne R. Arnel, Co-Trustees, Kevin J. Arnel Living Trust and Roxanne R. Arnel Living Trust, who are personally known to me to be the same persons who executed the foregoing Drainage and Utility Easement and who duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

Pauline Moeder

My Appointment Expires:

8-26-19

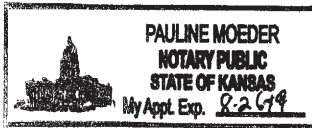


EXHIBIT 'A'**Easement A:**

A portion of the South Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as commencing at the southwest corner of Reserve "C", Deer Run, Bel Aire, Sedgwick County, Kansas, said point being on the north line of Deer Run Street road right of way as platted in said Deer Run; thence westerly along the north line of said Deer Run Street road right of way, said north line of Deer Run Street road right of way being a curve to the left having an arc length of 392.32 feet, said curve having a radius of 479.00 feet, a chord length of 381.44 feet and a chord bearing of S81°24'44"W, to the Point of Curvature (P.C.) of said curve; thence continue southwesterly along the north line of said Deer Run Street road right of way, the north line of said Deer Run street road right of way being a curve to the right having an arc length of 37.62 feet, said curve having a radius of 570.99 feet, a chord length of 37.61 feet and a chord bearing of S59°50'09"W, to the point of beginning; thence N28°16'37"W, 40.00 feet; thence southwesterly parallel with the north line of said Deer Run Street road right of way, said line being a curve to the right having an arc length of 74.40 feet, said curve having a radius of 531.00 feet, a chord length of 74.33 feet and a chord bearing of S65°44'13"W, to the P.C. of a curve to the right; thence continuing parallel with the north line of said Deer Run Street road right of way, an arc length of 13.60 feet, said curve having a radius of 160.00 feet, a chord length of 13.60 feet and a chord bearing of S72°11'08"W; thence S15°22'45"E, perpendicular to the north line of said Deer Run Street road right of way, 40.00 feet; thence northeasterly along the north line of said Deer Run Street road right of way, said north line of Deer Run Street road right of way being a curve to the left having an arc length of 17.00 feet, said curve having a radius of 200.00 feet, a chord length of 16.99 feet and a chord bearing of N72°11'08"E, to the P.C. of a curve to the left; thence continuing along the north line of said Deer Run Street road right of way having an arc length of 80.00 feet, said curve having a radius of 571.00 feet, a chord length of 79.93 feet and a chord bearing of N65°44'13"E, to the Point of Beginning.

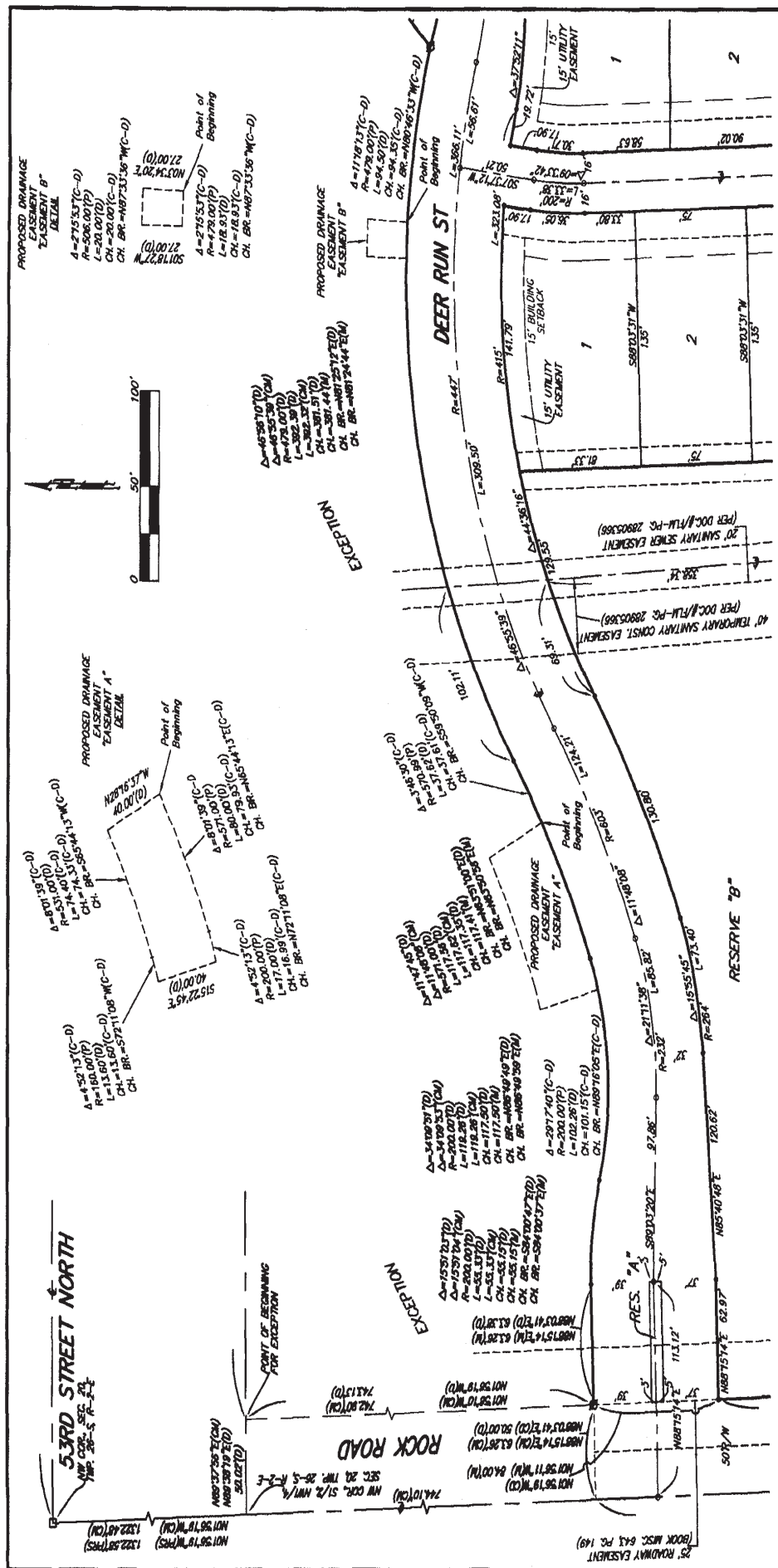
Subject property contains 3,699.9 square feet or 0.085 acres.

Easement B:

A portion of the South Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as commencing at the southwest corner of Reserve "C", Deer Run, Bel Aire, Sedgwick County, Kansas, said point being on the north line of Deer Run Street road right of way as platted in said Deer Run; thence westerly along the north line of said Deer Run Street road right of way, said north line of Deer Run Street road right of way being a curve to the left having an arc length of 94.50 feet, said curve having a radius of 479.00 feet, a chord length of 94.35 feet and a chord bearing of N80°46'33"W, to the point of beginning; thence N03°34'20"E, 27.00 feet; thence westerly parallel with the north line of said Deer Run Street road right of way,

said line being a curve to the left having an arc length 20.00 feet, said curve having a radius of 506.00 feet, a chord length of 20.00 feet and a chord bearing of N87°33'36"W; thence S01°18'27"W, perpendicular to the north line of said Deer Run Street road right of way, 27.00 feet to a point in the north line of said Deer Run Street road right of way; thence easterly along the north line of said Deer Run Street road right of way, said north right of way line being a curve to the right, having an arc length of 18.93 feet, said curve having a radius of 479.00 feet, a chord length of 18.93 feet and a chord bearing of S87°33'36"E, to the Point of Beginning.

Subject property contains 525.6 square feet or 0.012 acres.





Sedgwick County
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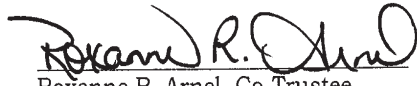
Dated this 27th day of February, 2017

20070530

Kevin J. Arnel Living Trust,
Amended and Restated on
February 24, 2004



Kevin J. Arnel, Co-Trustee

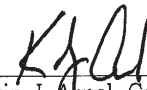


Roxanne R. Arnel, Co-Trustee

Roxanne R. Arnel Living Trust
dated February 24, 2004



Roxanne R. Arnel, Co-Trustee



Kevin J. Arnel, Co-Trustee

The space below is reserved for REGISTER OF DEEDS

SEAL-STAMP STATE OF KANSAS, SEDGWICK COUNTY, ss

BE IT KNOWN BY ALL PERSONS that on this 27th day of July, 2017, before me, a Notary Public, came Kevin J. Arnel and Roxanne R. Arnel, Co-Trustees, Kevin J. Arnel Living Trust and Roxanne R. Arnel Living Trust, who are personally known to me to be the same persons who executed the foregoing Drainage and Utility Easement and who duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

Pauline Moeder

My Appointment Expires:

8-26-19

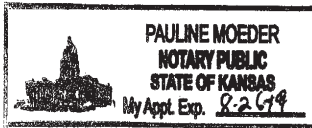


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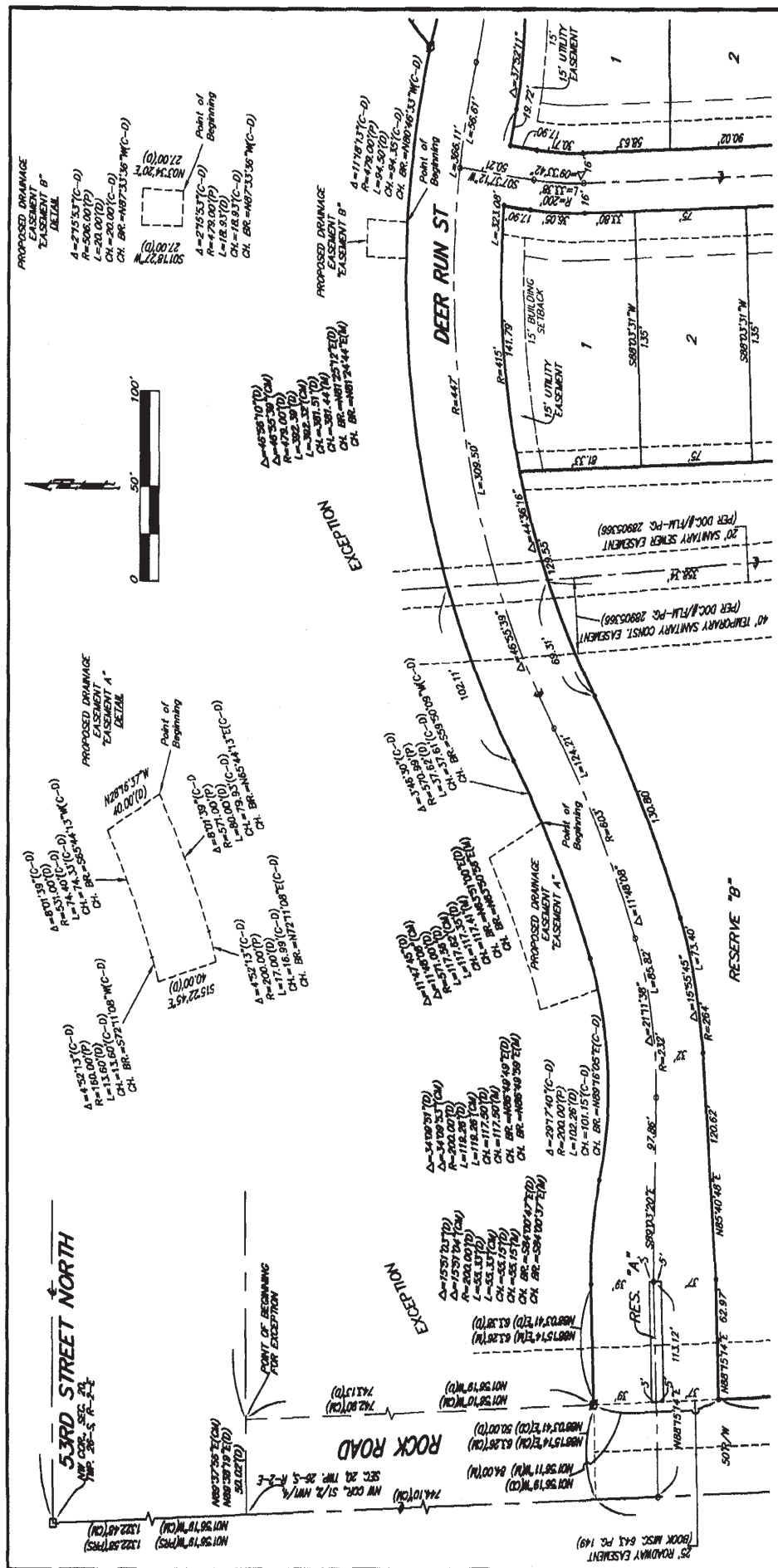
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said line being a curve to the left having an arc length 20.00 feet, said curve having a radius of 506.00 feet, a chord length of 20.00 feet and a chord bearing of N87°33'36"W; thence S01°18'27"W, perpendicular to the north line of said Deer Run Street road right of way, 27.00 feet to a point in the north line of said Deer Run Street road right of way; thence easterly along the north line of said Deer Run Street road right of way, said north right of way line being a curve to the right, having an arc length of 18.93 feet, said curve having a radius of 479.00 feet, a chord length of 18.93 feet and a chord bearing of S87°33'36"E, to the Point of Beginning.

Subject property contains 525.6 square feet or 0.012 acres.





UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (this “*Agreement*”) is made effective as of April 5, 2022 (the “*Effective Date*”), by Roxanne R. Arnel and Kevin J. Arnel as Co-Trustees of the Roxanne R. Arnel Living Trust established under indenture dated February 24, 2004 and Kevin J. Arnel and Roxanne R. Arnel as Co-Trustees of the Kevin J. Arnel Living Trust, amended and restated on February 24, 2004 (collectively “*Arnel*”). Arnel and any successor owner of any fee interest in Tract 1 or Tract 2, each as defined below, are hereinafter referred to individually as a “*Party*” and collectively as the “*Parties*.”

- A. Arnel is the owner of that certain real property located in Sedgwick County, Kansas, and more-specifically described on Exhibit A attached hereto and incorporated herein (“*Tract 1*”) (which is also reflected on Exhibit B hereto) and that certain real property located adjacent to Tract 1, and more-specifically described on Exhibit A (“*Tract 2*”) (which is also reflected on Exhibit B hereto); collectively Tract 1 and Tract 2 are the “*Property*”).
- B. Arnel desires to create easements for the installation, maintenance, inspection, repair, replacement, operation, alteration, or removal of utility lines, on, over, under, and across a portion of Tract 1 in connection with the subdivision or lot split of the Property and in anticipation of the possible future divergent ownership of Tract 1 and Tract 2; accordingly, Arnel desires that the easements created in this Agreement do not merge with the fee interest Arnel holds in the Property.
- C. Arnel hereby declares that the Property, and each portion thereof, will hereafter be held, subdivided, transferred, encumbered, used, conveyed, leased, and occupied subject to the covenants, conditions, restrictions, easements, and rights set forth in this Agreement, all of which run with the land and are binding on the Property and all parties having or acquiring any right, title, or interest in or to all or any portion of Property.

1. **Grant of Easements.**

- 1.1. Utilities Easement. The owner of Tract 1 hereby declares, grants, and creates an appendant, appurtenant, non-exclusive, perpetual easement to run with the land in favor of Tract 2, for the benefit of the owner of Tract 2 and its successors, assigns, agents, invitees, licensees, and tenants (collectively, the “**Tract 2 Affiliated Parties**”), over, through, upon, under, and across a portion of Tract 1 (the “**Easement Tract**”), as generally depicted on Exhibit B attached hereto and incorporated herein, and more-specifically described on Exhibit A for the purpose of installing, maintaining, inspecting, repairing, replacing, operating, altering, or removing utility lines necessary or desirable for the operation or development of Tract 2, whether or not currently existing.
- 1.2. Use of Easement Tract. The Tract 2 Affiliated Parties must use the Easement Tract in a reasonable manner that is reasonably calculated to minimize interference with the owner of Tract 1’s use and enjoyment of Tract 1. The owner of Tract 1 shall not impair access to, or construct anything upon, the Easement Tract which would interfere with the rights and privileges granted in this Agreement.
- 1.3. Reservation of Rights. The owner of Tract 1 hereby reserves for itself, its successors and assigns, all rights and privileges incident to the ownership of the fee simple estate of Tract 1 that are not inconsistent with the rights and privileges granted in this Agreement.

2. **Installation and Maintenance.**

- 2.1. Installation of Utility Lines. With the prior written consent of the owner of Tract 1, which consent the owner of Tract 1 may not unreasonably withhold, delay, or condition, the owner of Tract 2 has the right, but not the obligation, for the benefit of Tract 2, to install, maintain, inspect, repair, replace, operate, alter, or remove any utility lines necessary or desirable for the operation or development of Tract 2, whether or not currently existing. The owner of Tract 2: (i) must ensure that the installation of all such utility lines complies with all applicable laws, ordinances, rules, and regulations of the state and municipal authorities; and (ii) is responsible for all costs and expenses related to the utility lines.
- 2.2. Routine Maintenance. The owner of Tract 2, at its sole cost and expense, is responsible for the maintenance and repair of any utility lines located in, on, over, or under the Easement Tract.
- 2.3. Maintenance Required Due to Negligent or Intentional Act or Omission. Notwithstanding the foregoing, any maintenance, repair, or replacement reasonably required to be performed due to the negligent or intentional act or omission of a Party (hereinafter, “**Responsible Party**”), or the agents, invitees, licensees or tenants of either the Responsible Party or the Responsible Party’s tenant, is the sole responsibility of the Responsible Party. The Responsible Party shall cause such

maintenance, repair, or replacement to occur promptly, and shall be responsible for the costs and expenses related thereto.

- 2.4. Failure to Perform Maintenance. If a Party fails to promptly perform or cause to be performed all maintenance or repair as required in this Agreement to be performed by such failing Party, any other Party may provide the failing Party with written notice detailing the maintenance or repair required to be performed, and if the failing Party does not cause such maintenance or repair to be completed within 30 days of receipt of such written notice, the Party delivering such written notice will have the right to perform or cause to be performed such maintenance or repair and charge the costs thereof to the failing Party. The failing Party shall reimburse the performing Party such costs within 10 days of receipt of an invoice accompanied by reasonably detailed proof of completion of the work performed.

3. Miscellaneous Provisions.

- 3.1. Temporary Closing. No barriers, fences, walls, grade changes, or other obstructions may be erected so as to prevent or in any manner unreasonably restrict or interfere with the use, enjoyment, and exercise of the rights and obligations created by this Agreement. Notwithstanding the foregoing, the Easement Tract may be temporarily closed by a Party to perform any installation, maintenance, inspection, repair, replacement, alteration, or removal, but only if both: (a) said closure is limited to as short a term as is reasonably necessary to perform the required work thereon, and (b) the party performing such work uses reasonable efforts to coordinate such work and closure with all other Parties.
- 3.2. No Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever.
- 3.3. Enforcement. If a Party fails to perform its obligations and covenants under this Agreement, the non-defaulting Party may file a legal action against the defaulting Party seeking legal or equitable remedies, or both. The prevailing Party in such action will be entitled to an award of compensation of its costs related thereto, including but not limited to court costs, filing fees, and reasonable attorneys' fees (including appellate costs and attorneys' fees).
- 3.4. Covenants Running with the Land; No Merger. This Agreement, and all of the provisions contained herein and all of the rights and obligations hereunder, constitute covenants running with the fee simple estate of Tract 1 and Tract 2, and are binding upon all present and future owners thereof. The easements created in this Agreement do not merge with the fee, notwithstanding the common ownership of the two estates from time to time, unless and until a declaration of merger is recorded in the Office of the Register of Deeds of Sedgwick County, Kansas.

- 3.5. Agreement not Assignable. The rights and obligations under this Agreement may not be assigned but will inure to the burden and benefit of any successor owner of any fee interest in Tract 1 and Tract 2, as specifically set forth in this Agreement, and any purported assignment of this Agreement to any other person or entity is void and of no effect.
- 3.6. Notices. For purposes of this Agreement, any notice, demand, consent, report or other communication required or permitted hereunder must be in writing and will be effective at the earliest of: (i) its actual delivery; (ii) the first business day following its deposit with an overnight courier, charges prepaid; or (iii) the third business day following its deposit in the United States certified or registered mail, return receipt requested, postage prepaid. Notices must be addressed to the Party and address that is designated to receive real property tax notices and statements for Tract 1 and Tract 2, respectively, as of the date the notice is given.
- 3.7. Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, will not constitute a waiver of such Party of the rights thereof under this Agreement.
- 3.8. Severability. If any provision of this Agreement or the application thereof to any entity or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance will not be affected thereby and will be enforced to the greatest extent permitted by law.
- 3.9. Amendment. This Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all then-current owners of Tract 1 and Tract 2, evidenced by a document that has been fully executed by all such owners and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas.
- 3.10. Entire Agreement; Recitals. This Agreement constitutes the entire agreement relating to the subject matter hereof. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.
- 3.11. Binding Agreement; Interpretation. The provisions of this Agreement apply to, inure to the benefit of, and bind the Property and the owners thereof, together with the respective successors and representatives thereof. No provision of this Agreement may be construed against or interpreted to the disadvantage of any Party by any court

or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.

- 3.12. Governing Law. This Agreement and the obligations of the Parties hereunder must be interpreted, construed, and enforced in accordance with the laws of the State of Kansas.

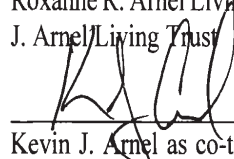
[SIGNATURES ON FOLLOWING PAGE]

Arnel has executed this Agreement to be effective as of the Effective Date.

ARNEL:



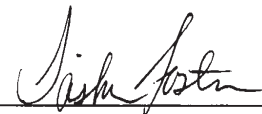
Roxanne R. Arnel as co-trustee of the
Roxanne R. Arnel Living Trust and the Kevin
J. Arnel Living Trust



Kevin J. Arnel as co-trustee of the Kevin J.
Arnel Living Trust and the Roxanne R. Arnel
Living Trust

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss.

The foregoing instrument was acknowledged before me this 5th day of April, 2022, by Kevin J. Arnel and Roxanne R. Arnel as co-trustees of the Roxanne R. Arnel Living Trust and the Kevin J. Arnel Living Trust.



Notary Public

My Appointment Expires: 11/19/2025

Printed Name: Taisha M. Foster



Exhibit A

Legal Descriptions of Parcels

“Tract 1”:

A tract of land lying within the South Half of the Northwest Quarter, of Section 20, Township 26 South, Range 2 East, Bel Aire, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the southwest corner of said South Half, thence along the west line of said South Half on a Kansas coordinate system of 1983 south zone grid bearing of N01°56'19"W, 578.08 feet; thence N88°03'41"E, 50.00 feet to the POINT OF BEGINNING; thence along the east right-of-way line of Rock Road, N01°56'19"W, 743.13 feet to the north line of said South Half; thence along said north line, N89°38'19"E, 582.40 feet; thence S00°21'41"E, 57.82 feet; thence S22°29'28"W, 362.90 feet; thence S03°00'44"E, 254.54 feet to a point on a non-tangent curve to the left; said curve to the left having a central angle of 12°10'15", a radius of 479.00 feet, and a long chord distance of 101.56 feet, bearing S64°02'15"W, thence along the said curve to the left 101.75 feet being the north line of Deer Run Street, Deer Run Final Plat, Bel Aire, Sedgwick County, Kansas; thence along said north line of said Deer Run Street for the next four course being a point on a curve to the right, said curve to the right having a central angle of 11°47'45", a radius of 571.00 feet, and a long chord distance of 117.35 feet, bearing S63°51'00"W, thence along the said curve to the right 117.56 feet to a point on a curve to the right, said curve to the right having a central angle of 34°09'51", a radius of 200.00 feet, and a long chord distance of 117.50 feet, bearing S86°49'49"W, thence along the said curve 119.26 feet to a point on a curve to the left, said curve having a central angle of 15°51'03", a radius of 200.00 feet, and a long chord distance of 55.15 feet, bearing N84°00'47"W, thence along the said curve 55.33 feet; thence S88°03'41"W, 63.38 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 345,894 square feet or 7.94 acres of land, more or less.

“Easement Tract”:

The north 20.00 feet of a tract of Tract 1 described above.

“Tract 2”:

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

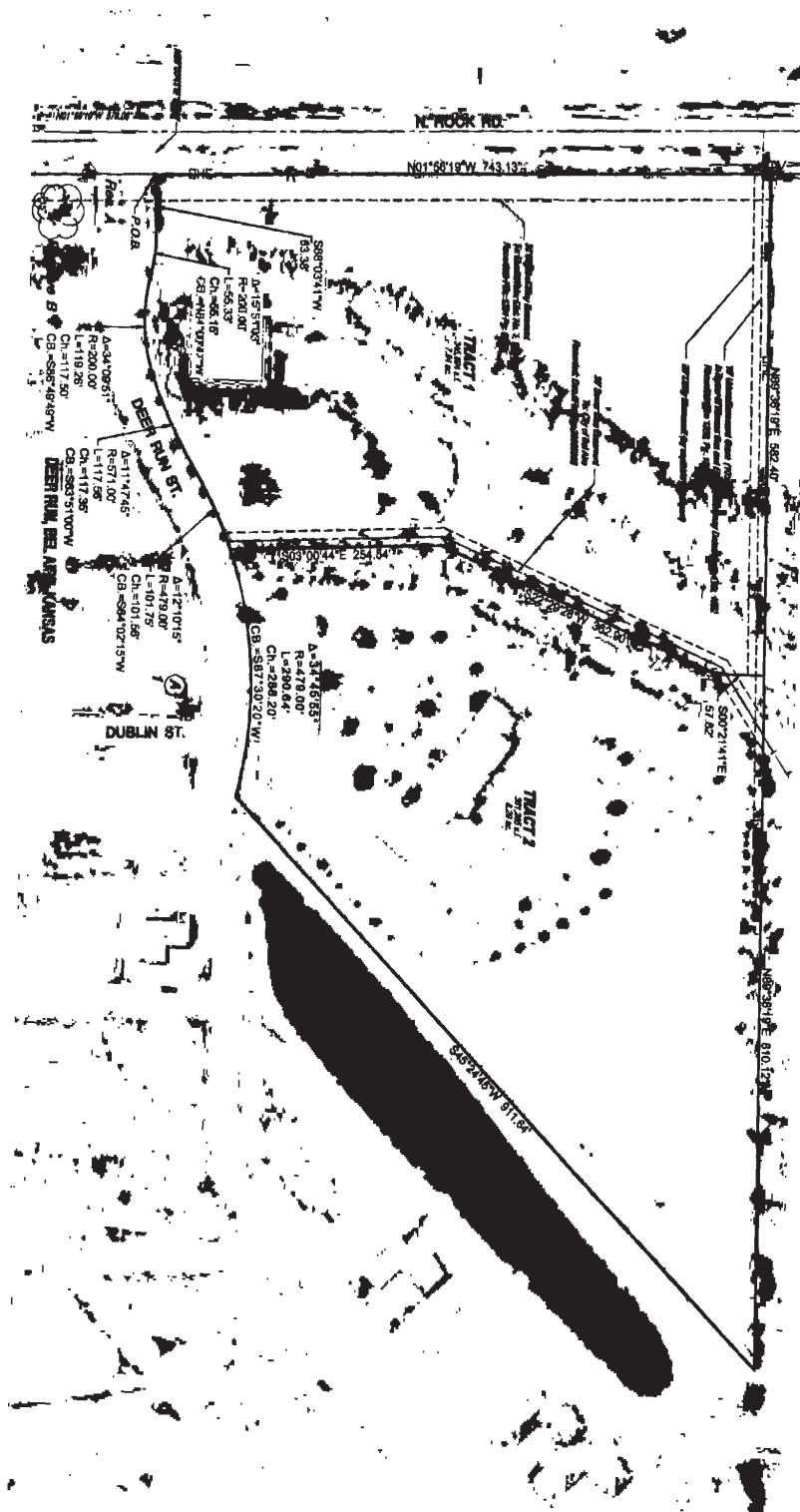
Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1392.51 feet; thence; thence S45°24'45"W, 911.65 feet to a point on a non-tangent curve to the left having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning (said tract of land contains 707,180 square feet or 16.235 acres, more or less).

Less and except: A tract of land lying within the South Half of the Northwest Quarter, of Section 20, Township 26 South, Range 2 East, Bel Aire, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the southwest corner of said South Half, thence along the west line of said South Half on a Kansas coordinate system of 1983 south zone grid bearing of N01°56'19"W, 578.08 feet; thence N88°03'41"E, 50.00 feet to the POINT OF BEGINNING; thence along the east right-of-way line of Rock Road, N01°56'19"W, 743.13 feet to the north line of said South Half; thence along said north line, N89°38'19"E, 582.40 feet; thence S00°21'41"E, 57.82 feet; thence S22°29'28"W, 362.90 feet; thence S03°00'44"E, 254.54 feet to a point on a non-tangent curve to the left; said curve to the left having a central angle of 12°10'15", a radius of 479.00 feet, and a long chord distance of 101.56 feet, bearing S64°02'15"W, thence along the said curve to the left 101.75 feet being the north line of Deer Run Street, Deer Run Final Plat, Bel Aire, Sedgwick County, Kansas; thence along said north line of said Deer Run Street for the next four course being a point on a curve to the right, said curve to the right having a central angle of 11°47'45", a radius of 571.00 feet, and a long chord distance of 117.35 feet, bearing S63°51'00"W, thence along the said curve to the right 117.56 feet to a point on a curve to the right, said curve to the right having a central angle of 34°09'51", a radius of 200.00 feet, and a long chord distance of 117.50 feet, bearing S86°49'49"W, thence along the said curve 119.26 feet to a point on a curve to the left, said curve having a central angle of 15°51'03", a radius of 200.00 feet, and a long chord distance of 55.15 feet, bearing N84°00'47"W, thence along the said curve 55.33 feet; thence S88°03'41"W, 63.38 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 345,894 square feet or 7.94 acres of land, more or less.

Illustrations of Tracts 1 and 2 and Easement Tract





Security 1st Title

Any questions regarding this report should be directed to: **Zayne Bentley**

Phone: **316-293-1674**, Email: **zbentley@security1st.com**

Part I-Requirements are met

2. Rights or claims of parties in possession not shown by the Public Records
3. Easements, or claims of easements, not shown by the Public Records
4. Any encroachment, encumbrance, violation, variation or adverse circumstances affecting Title that would be disclosed by an accurate and complete survey of the Land or that could be ascertained by an inspection of the Land
5. Any lien, or right to lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes, or special assessments, if any, not shown as existing liens by the Public Records
7. **General taxes and special assessments for the fiscal year 2021 in the original amount of \$15,603.07, PAID.**
Property I.D. # PY-BA-00448
PIN #00509540
8. **An easement for Utility and Right-of-Way, recorded as Film 1259, Page 1805.**
In favor of: Kansas Gas and Electric
Affects: a portion of subject property
9. **An easement for Sewer Line recorded in/on Doc#/Flm-Pg: 28905366, as to a portion of subject property.**
10. **An easement for sewer line, recorded as Doc#/Flm-Pg: 29221005 and last assigned on Doc#/Flm-Pg: 29681874.**
In favor of: Paul H. and Sarah A. Cheatum
Affects: a portion of subject property
11. **The terms and provisions contained in the document entitled "Cross-Lot Drainage Agreement" filed as Doc#/Flm-Pg: 29233010.**
12. **An Access Easement recorded in/on Doc.#/Flm-Pg: 29261555 and on Doc.#/Flm-Pg: 29519377.**



Security 1st Title

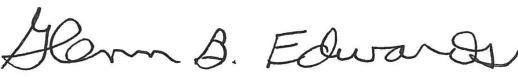
Any questions regarding this report should be directed to: **Zayne Bentley**

Phone: **316-293-1674**, Email: **zbentley@security1st.com**

- 13. Terms and provisions contained in the document entitled "Memorandum of Contract" filed December 23, 2011 as Doc.#/Flm-Pg: 29261556.**
- 14. An easement for Drainage and Utilities recorded in/on Doc.#/Flm-Pg: 29675530.**
- 15. Terms and provisions contained in the document entitled "Utility Easement Agreement" filed April 11, 2022 as Doc.#/Flm-Pg: 30154439.**

Dated: **June 15, 2022, at 7:30 a.m.**

SECURITY 1ST TITLE

By: 

LICENSED ABSTRACTER

EXHIBIT "A"

That part of the South Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas being more particularly described as follows:

Commencing at the Northwest corner of the South Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the North line of said South Half of the Northwest Quarter N 89°38'19" E, 50.02 feet to the Point of Beginning; thence continuing along said North line of the South Half of the Northwest Quarter N 89°38'19" E, 1392.51 feet; thence S 45°24'45"W, 911.65 feet to a point on a non-tangent curve to the left having a radius of 479.00 feet, a central angel of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angel of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51" and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W, thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 feet to a point 50.00 feet East of the West ling of said South Half of the Northwest Quarter; thence parallel with the West line of said South Half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning; AND EXCEPT

Commencing at the Southwest corner of said South Half, thence along the West line of said South Half N01°56'19"W, 578.08 feet; thence N88°03'41"E, 50.00 feet to the Point of Beginning; Thence along the East right-of-way line of Rock Road, N01°56'19"W, 743.13 feet to the North line of said South Half; thence along said North line, N89°38'19"E, 582.40 feet; thence S00°21'41"E, 57.82 feet thence S22°29'28"W, 362.90 feet; thence S03°00'44"E, 254.54 feet to a point on a non-tangent curve to the left; said curve to the left having a central angel of 12°10'15", a radius of 479.00 feet, and a long chord distance of 101.56 feet, bearing S64°02'15"W, thence along the said curve to the left 101.75 feet being the North line of Deer Run Street, Deer Run Final Plat, Bel Aire, Sedgwick County, Kansas; thence along said North line of said Deer Run Street for the next four course being a point on a curve to the right, said curve to the right having a central angle of 11°47'45", a radius of 571.00 feet, a long chord distance of 117.35 feet to a point on a curve to the right, said curve to the right having a central angle of 34°09'51", a radius of 200.00 feet, and a long chord distance of 117.50 feet, bearing S86°49'49"W, thence along the said curve 119.26 feet to a point on a curve to the left, said curve having a central angle of 15°51'03", a radius of 200.00 feet, and a long chord distance of 55.15 feet, bearing N84°00'47"W, thence along the said curve 55.33 feet, thence S88°03'41"W, 63.38 feet to the Point of Beginning.

URBAN EASEMENT GRANT

The undersigned as grantor(s) for an in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, as grantee, the right to excavate, build, install, lay, backfill, operate, maintain, repair, rebuild, alter, and remove overhead or underground electric distribution circuits, whether single or multiple, and such appurtenances, equipment and fixtures as are necessary to such circuits, over, under, through or across the following described land situated in Sedgwick County, State of Kansas, to-wit:

The north ten (10) feet of the west eight hundred (800) feet of the South 1/2 of the Northwest 1/4 of Section 20, Township 26 South, Range 2 East and commonly known as 5110 North Rock Road.

with the right of ingress and egress to and from said easement, provided that, whenever practicable, grantee will use existing roads and lanes in exercising its rights of ingress and egress.

Grantor(s), heirs or assigns, shall maintain full use and enjoyment of the said premises except for and subject to the right being granted to grantee, its successors or assigns, who by acceptance hereof and entry upon the premises for the use prescribed, agree(s) to pay grantor(s) any damages which may be caused to existing vegetation, fences or surface or underground improvements, by the construction, operation, maintenance, repair, rebuilding, alteration or removal of the above stated distribution circuits or appurtenances.

Grantor(s) agree that no buildings, trees, shrubbery, vines, structures or other combustible material will be located or permitted to be located within the prescribed easement without the prior written approval of the grantee. In the event any such building, tree, shrubbery, vine, structure or other material is located on the easement without prior written approval from grantee, the grantee may trim or remove the same at its discretion.

Dated this 11th day of June, 1992.

Karen Arnel wife
James E. Arnel husband
Karen Arnel & James E. Arnel

Mary Ellen Sampson, Trustee of Mary Ellen
Sampson Trust of the Mary Ellen Sampson
Living Trust

Kevin J. Arnel husband
and
Roxanne R. Arnel wife

STATE OF KANSAS }
COUNTY OF Sedgwick } SS:

The foregoing instrument was acknowledged before me this 11th day of June, 1992,
by Kevin J. & Roxanne R. Arnel, H & W, James E. & Karen Arnel, H & W and Mary Ellen Sampson
(For Individual) Acting in His or Her Right (For Trustee of the Mary Ellen Sampson Living Trust).

(Name of officer or agent)

(For a Corporation)

(Title of officer or agent)

of

(Name of corporation acknowledging)

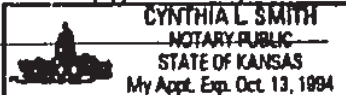
(State or place of incorporation)

Corporation, on behalf of the corporation

STATE OF KANSAS }
SEDCWICK COUNTY }
FILED FOR RECORD AT
8:00 AM

JUL 6 1992 1220275

My Commission/Appointment Expires:



PAT KETTLER
REGISTER OF DEEDS

Cynthia L. Smith
Notary Public
Cynthia L. Smith

6.00

H648 Box 208, 67201

Att: Ruth Farmer



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 28905366

Receipt #: 1663331
Pages Recorded: 11
Cashier Initials: MLM

Recording Fee: \$48.00
Authorized By:

Date Recorded: 8/3/2007 4:35:49 PM



Grantor	<u>SAMPSON LOUIS B TR</u>
Grantee	<u>UNPLATTED</u>
Type of Document	<u>EASEMENT - PLAT</u>
Recording Fees	<u>\$48.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$48.00</u>
Return Address	<u>FIRST AMERICAN TITLE</u>
	<u>434 N. MAIN</u>
	<u>WICHITA , KS 67202</u>
	<u></u>

000028005335

SEWER LINE EASEMENT

1. The Grantors of this Easement are and Mary Karen Arnel and Kevin J. Arnel as co-Trustees of the Louis B. Sampson Family Trust dated August 6, 1990, Kevin J. Arnel and Roxanne R. Arnel, as co-Trustees of the Kevin J. Arnel Living Trust dated August 27, 1996, and Roxanne R. Arnel and Kevin J. Arnel as co-Trustees of the Roxanne R. Arnel Living Trust dated February 24, 2004 (collectively "Grantor"). Grantor is the owner of the real estate described on the attached Exhibit A ("Grantor Tract").

2. The Grantee of this easement is the City of Bel Aire, Kansas, a municipal corporation located in Sedgwick County, Kansas ("Grantee"), its successors and assigns.

3. Grantor, for its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has and does hereby grant, sell and convey unto Grantee, its successors and assigns, a perpetual easement for the purposes described below (the "Easement") upon, across, and under the real property which is depicted on attached Exhibit B and described in attached Exhibit C (the "Easement Area"). In addition, during the period of construction of the Line, but not to exceed two years from the date hereof, Grantor grants to Grantee a temporary construction easement over an additional forty foot wide strip of land which is described in Exhibit C and depicted on Exhibit B. While such temporary construction easement is effective, the area encompassed by it shall also be considered as part of the Easement Area.

4. Grantor grants Grantee an easement for, constructing, installing, replacing, repairing, operating, and maintaining a public sewer line ("Line") to be located within the Easement Area. Grantee may also cut, trim and control the growth of trees and other vegetation on and in the Easement Area which is reasonably likely to interfere with or threaten the operation and maintenance of the Line. Grantee shall use reasonable efforts to neither remove nor substantially damage existing trees with out Grantor's prior consent.

5. The terms, provisions, agreements, and covenants herein contained shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, assigns, and legal representatives. Without limiting the generality of the foregoing sentence, the terms, provisions, agreements, and covenants contained herein shall constitute covenants running with the land affected thereby, and shall be enforceable at law or in equity.

6. The terms of this Easement expressly incorporate the terms of that certain Consent to and Agreement For Annexation between Grantor and Grantee dated December 4, 2001, the Addendum thereto of even date herewith, and any subsequent amendments or other modifications thereto.

48.00
HCL 1st Am

③

Relo

Drainaz

7. It is expressly understood that Grantor reserves and retains unto themselves, their successors and assigns and the future owner(s) of Grantor Tract, or any portion thereof, the right to use the Easement Area for all purposes which do not unreasonably interfere with or prevent the use of the Easement Area by Grantee, including specifically but without limitation, the right to place, construct, operate, repair, replace and maintain utility lines and facilities, driveways, streets, parking areas, fences and landscaping, in, over, under and across the Easement Area, and to grant public or private easements for such purposes, and to raise or lower the level of the surface of the Easement Area, so long as the same do not unreasonably interfere with the Grantee's use of Easement Area. Grantee shall have the right to review any proposed easement or conflicting use (collectively "proposed use") of the Easement Area to determine the effect, if any, on the Line. Unless Grantee objects in writing to the proposed use within 14 days after being provided notice thereof in writing, such proposed use shall be deemed approved.

8. Grantee shall be solely responsible for the design and construction of the Line, the operation, maintenance and repair thereof, and any damages resulting from the activities of Grantee hereunder or the use of the Easement Area by Grantee or Grantee's employees, agents, or contractors. Grantee shall indemnify Grantor, and each of them, against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents, employees or contractors. Nothing contained herein shall be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct or negligence of Grantee, or its contractor(s), in the design, construction, operation, and maintenance of the Line and/or Easement Area. Grantee agrees that any contract executed by Grantee after the date of this Easement for the construction, operation, and/or maintenance of the Line shall contain a provision pursuant to which the contractor shall defend, indemnify, and hold Grantor harmless from and against any and all liability, cost, expense, cause of action or other claim whatsoever for injury to or death of persons or for damages to or loss of property arising from or in any manner connected with such activities.

9. Upon completion of any maintenance, repairs or other subsequent work within the Easement Area, Grantee shall repair any material damage to Easement Area and/or Grantor Tract caused by such work so as to restore the Property to substantially the same condition as it was in prior to commencement of such maintenance, repairs or other work.

10. This Easement, and the rights and privileges hereby granted are further made and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, and mineral reservations, if any, relating to the Easement Area, to the extent that the same may still be in force and effect.

[illegible]

Accepted by vote of the City Council of the City of Bel Aire, Kansas on the 31st day of July, 2007 and executed by its Mayor on this 31st day of July, 2007.

“Grantee”

Harold Smith, Mayor

Attest:

Betty Martine, City Clerk

3

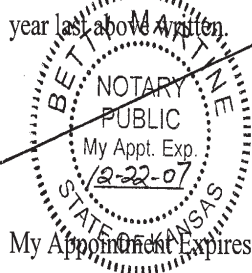
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ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31st day of July, 2007, before me, a notary public in and for said county and state, came Harold Smith, Mayor of the City of Bel Aire, Kansas, a municipal corporation of the State of Kansas, and Betty Martine, City Clerk of said City who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Betty Martine
Notary Public

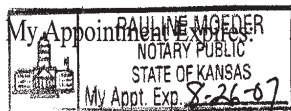
My Appointment Expires:

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 24th day of July, 2007, before me, a notary public in and for said county and state, Mary Karen Arnel, co-Trustee of the Louis B. Sampson Family Trust dated August 6, 1990, who is personally known to me to be the same person who executed, as such co-Trustee, the within instrument on behalf of said trust, and such person duly acknowledged the execution of the same to be her free and voluntary act and deed as co-Trustee of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Pauline Moeder
Notary Public
Pauline moeder

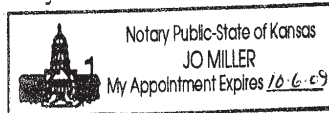


ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31st day of July, 2007, before me, a notary public in and for said county and state, came Harold Smith, Mayor of the City of Bel Aire, Kansas, a municipal corporation of the State of Kansas, and Betty Martine, City Clerk of said City who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Jo Miller
 Notary Public

My Appointment Expires: 10.6.09

STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31st day of July, 2007, before me, a notary public in and for said county and state, Mary Karen Arnel, co-Trustee of the Louis B. Sampson Family Trust dated August 6, 1990, who is personally known to me to be the same person who executed, as such co-Trustee, the within instrument on behalf of said trust, and such person duly acknowledged the execution of the same to be her free and voluntary act and deed as co-Trustee of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

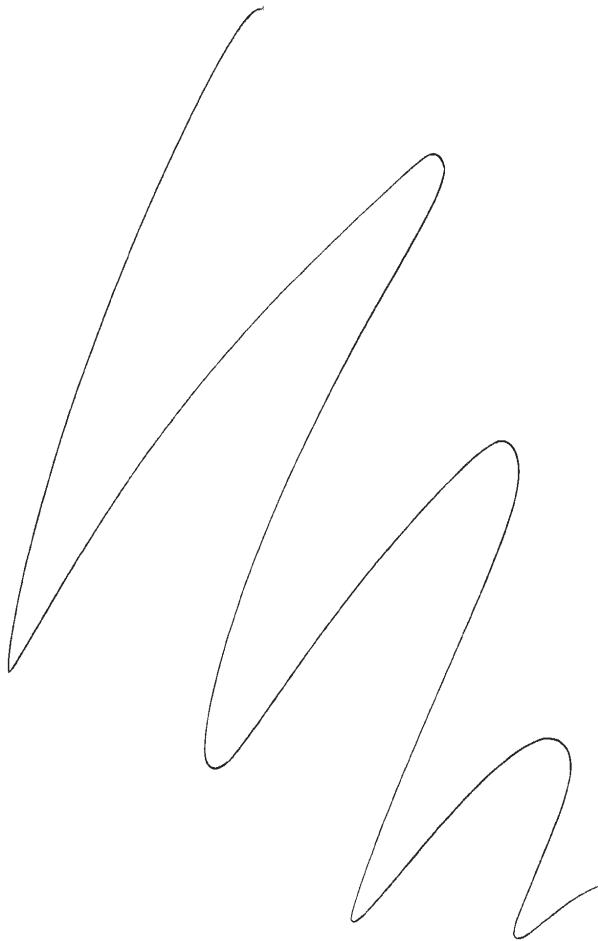
 Notary Public

My Appointment Expires:

000029005366

Exhibit A

South half of the Northwest Quarter of Section 20, Township 26, Range 2 East of the 6th P.M.,
Sedgwick County, Kansas.



000029005366

EXHIBIT B

Diagram of Easement Area Attached



[illegible]

EXHIBIT C

Easement Area

A 20 foot wide permanent sanitary sewer easement, the centerline of which is described as follows:
Beginning at the Southwest corner (SWc) of the Northwest Quarter (NW/4) of Section 20 Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence North 01° 11' 22" West which is an assumed bearing of the West line of the Northwest Quarter (NW/4) of said Section 20, a distance of 80 feet; thence South 89° 52' 33" East parallel with the South line of said Northwest Quarter (NW/4) of Section 20, a distance of 395.88 feet to the Point of Beginning; thence North 30° 38' 15" East, a distance of 195.76 feet; thence North 03° 06' 23" West, a distance of 381.06 feet; thence North 02° 16' 02" West, a distance of 317.30 feet; thence North 23° 14' 10" East, a distance of 368.18 feet; thence North 56° 47' 46" East, a distance of 92.48 feet to a point of termination on the North line of the South half (S1/2) of said Northwest Quarter (NW/4) of Section 20 which is 701.41 feet East of the Northwest corner (NWc) of said South half (S1/2) of the Northwest Quarter (NW/4) of Section 20.

AND ALSO

A 40 foot wide temporary construction easement the Easterly line of which is described as follows:
Beginning at the Southwest corner (SWc) of the Northwest Quarter (NW/4) of Section 20 Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence North 01° 11' 22" West which is an assumed bearing of the West line of the Northwest Quarter (NW/4) of said Section 20, a distance of 80 feet; thence South 89° 52' 33" East parallel with the South line of said Northwest Quarter (NW/4) of Section 20, a distance of 395.88 feet to the Point of Beginning; thence North 30° 38' 15" East, a distance of 195.76 feet; thence North 03° 06' 23" West, a distance of 381.06 feet; thence North 02° 16' 02" West, a distance of 317.30 feet; thence North 23° 14' 10" East, a distance of 368.18 feet; thence North 56° 47' 46" East, a distance of 92.48 feet to a point of termination on the North line of the South half (S1/2) of said Northwest Quarter (NW/4) of Section 20 which is 701.41 feet East of the Northwest corner (NWc) of said South half (S1/2) of the Northwest Quarter (NW/4) of Section 20.



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29221005
Receipt #: 1783536
Pages Recorded: 10
Cashier Initials: KV
Recording Fee: \$44.00
Authorized By: 

Date Recorded: 5/31/2011 3:36:45 PM



SEWER LINE EASEMENT AGREEMENT

This Sewer Line Easement Agreement ("Agreement") is entered into by and between Grantor and Grantee (each is a "Party" and is defined below), to be effective as of May 31, 2011, as follows:

1. The grantors of this Easement are Kevin J. Arnel and Roxanne R. Arnel, as co-Trustees of the Kevin J. Arnel Living Trust dated August 27, 1996, and Roxanne R. Arnel and Kevin J. Arnel as co-Trustees of the Roxanne R. Arnel Living Trust dated February 24, 2004 (collectively "Grantor"). Grantor is the owner of the real estate described on the attached Exhibit A ("Grantor Tract").

2. The grantees of this easement are Paul H. Cheatum and Sarah A. Cheatum (collectively "Grantee"). Grantee is the owner of the real estate described on Exhibit B ("Grantee Tract").

3. Grantor grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the purposes of installing, replacing, repairing, and maintaining one private residential sanitary sewer line within the Easement Area described below (the "Easement") upon, across, and under the real property which is depicted on Exhibit C and described on Exhibit D (the "Easement Area"). It is generally intended that this Easement will be perpetual, but it may be terminated by Grantor as provided in this Agreement.

4. The Parties acknowledge that the Easement has been provided as a courtesy to Grantee, without economic consideration. The Parties intend that if the sewer line ceases to be regularly used as provided herein, Grantor may terminate the Easement. Accordingly, notwithstanding any other provision of this Agreement to the contrary, if Grantor believes in good faith that the Easement has not been regularly used for residential purposes for a period of at least one year, the Easement may be terminated by Grantor upon filing a certificate to such effect. Additionally, in the event Grantor, in Grantor's reasonable discretion, determines that the location of the Easement will adversely impact a future use (or result in additional cost) to the Grantor Tract, Grantor reserves the right to terminate this Easement and cause Grantee to relocate the sewer line and the Easement at Grantee's expense.

5. The terms, provisions, agreements, and covenants herein contained shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors,

assigns, and legal representatives. Without limiting the generality of the foregoing sentence, the terms, provisions, agreements, and covenants contained herein shall constitute covenants running with the land affected thereby, and shall be enforceable at law or in equity.

6. It is expressly understood that Grantor reserves and retains unto themselves, their successors and assigns and the future owner(s) of Grantor Tract, or any portion thereof, the right to use the Easement Area for all purposes which do not unreasonably interfere with or prevent the use of the Easement Area by Grantee, including specifically but without limitation, the right to place, construct, operate, repair, replace and maintain utility lines and facilities, driveways, streets, parking areas, fences and landscaping, in, over, under and across the Easement Area, and to grant public or private easements for such purposes, and to raise or lower the level of the surface of the Easement Area. Grantee shall have the right to review any proposed easement or conflicting use (collectively "proposed use") of the Easement Area to determine the effect, if any, on the sewer line then located within the Easement Area. Unless Grantee objects in writing to the proposed use within 14 days after being provided notice thereof in writing, such proposed use shall be deemed approved.

7. Grantee shall be solely responsible for the design and construction of any sewer line located within the Easement Area, the operation, maintenance and repair thereof, and any damages resulting from the activities of Grantee hereunder or the use of the Easement Area by Grantee or Grantee's employees, agents, or contractors. Grantee shall indemnify Grantor, and each of them, against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents, employees or contractors. Nothing contained herein shall be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct or negligence of Grantee, or its contractor(s), in the design, construction, operation, and maintenance of the sewer line located within the Easement Area. Notwithstanding the foregoing, any maintenance, repair or replacement reasonably required to be performed on any portion of the Easement Area by Grantee may be performed by Grantor upon its notifying the Grantee of the issue and the Grantee failing to promptly cause such work to occur. In such event, Grantor may perform such work and shall be promptly reimbursed by Grantee. Grantee will construct, repair and maintain the sewer line in compliance with all applicable laws, ordinances, rules and regulations of state and municipal authorities.

8. Upon completion of any construction, maintenance, repairs or other work within the Easement Area, Grantee shall promptly repair any damage to Grantor Tract so as to restore it to the same condition as it was in prior to commencement thereof.

9. The Easement, and the rights and privileges hereby granted, are further made and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, and mineral reservations, if any, relating to the Easement Area. The easement rights granted hereunder are not intended and shall not be construed as a dedication for public use.

10. Except as otherwise expressly permitted herein, Grantee shall not obstruct, or permit the obstruction of, any portion of the Easement Area, including but not limited to the construction of any structure, riser, or other item within one foot below the then-surface of the Easement Area.

11. If Grantee fails to perform all of its obligations hereunder, Grantor may file a legal action against Grantee seeking legal and/or equitable remedies. In such event, Grantor shall be entitled to an award of its reasonable costs and expenses incurred with such legal action, including but not limited to court costs and reasonable attorneys' fees.

12. For purposes of this Agreement, any notice, demand, consent, report or other communication required or permitted under this Agreement must be in writing and will be effective at the earliest of (a) its actual delivery, (b) the first business day following its deposit with an overnight courier, charges prepaid, or (c) the third business day following its deposit in the United States certified or registered mail, return receipt requested, postage prepaid. Notices shall be addressed to the Party and address that is designated to receive real property tax notices and statements for the Grantor Tract or Grantee Tract, as the case may be, as of the date the notice is given.

13. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party under this Agreement.

14. If any provision of this Agreement is invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and must be enforced to the greatest extent permitted by law.

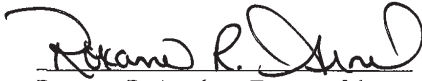
15. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

16. The provisions of this Agreement apply to, inure to the benefit of and bind the Parties and their respective successors and representatives, including, without limitation, any mortgagee acquiring an interest in any portion of the Grantee Tract or any improvements thereon, by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale; but any such mortgagee may not incur or be required to assume any obligation under this Agreement unless and until such mortgagee has so acquired an interest in any portion of the Grantee Tract, or any improvements thereon.

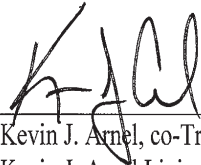
17. No provision of this Agreement may be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured or dictated such provision.

[Signatures on following page]

"Grantor"

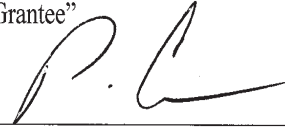


Roxanne R. Arnel, co-Trustee of the
Roxanne R. Arnel Living Trust dated
February 24, 2004, and co-Trustee of
the Kevin J. Arnel Living Trust dated
August 27, 1996



Kevin J. Arnel, co-Trustee of the
Kevin J. Arnel Living Trust dated
August 27, 1996, and co-Trustee of the
Roxanne R. Arnel Living Trust dated
February 24, 2004

"Grantee"



Paul H. Cheatum



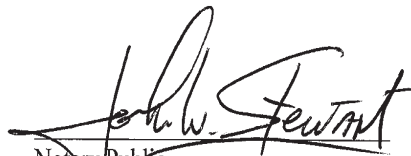
Sarah A. Cheatum

ACKNOWLEDGEMENTS

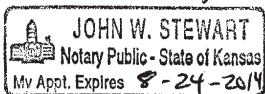
STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 26th day of May, 2011, before me, a notary public in and for said county and state, came Paul H. Cheatham, who is personally known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same to be the act and deed of said Grantee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


 Notary Public

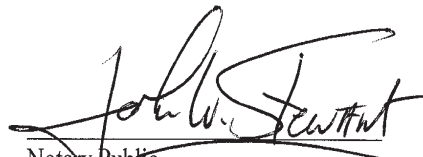
My Appointment Expires: August 24th, 2014



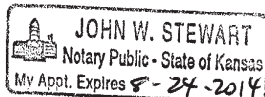
STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 26th day of May, 2011, before me, a notary public in and for said county and state, came Sarah A. Cheatham, who is personally known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same to be the act and deed of said Grantee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


 Notary Public

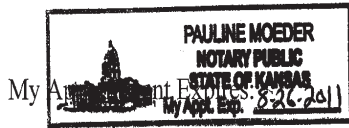
My Appointment Expires: August 24th, 2014



STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31st day of May, 2011, before me, a notary public in and for said county and state, Roxanne R. Arnel, co-Trustee of the Roxanne R. Arnel Living Trust dated February 24, 2004, and co-Trustee of the Kevin J. Arnel Living Trust dated August 27, 1996, who is personally known to me to be the same person who executed, as such co-trustee, the within instrument on behalf of said trusts, and such person duly acknowledged the execution of the same to be her free and voluntary act and deed as co-Trustee of said trusts.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

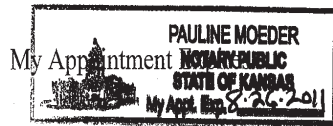


Pauline Moeder
 Notary Public

STATE OF KANSAS)
) SS:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31st day of May, 2011, before me, a notary public in and for said county and state, Kevin J. Arnel, co-Trustee of the Kevin J. Arnel Living Trust dated August 27, 1996, co-Trustee of the Roxanne R. Arnel Living Trust dated February 24, 2004, who is personally known to me to be the same person who executed, as such co-Trustee, the within instrument on behalf of said trusts, and such person duly acknowledged the execution of the same to be his free and voluntary act and deed as co-Trustee of said trusts.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Pauline Moeder
 Notary Public

000028221005

EXHIBIT A

Grantor Tract

South half of the Northwest Quarter of Section 20, Township 26, Range 2 East of the 6th P.M.,
Sedgwick County, Kansas.

000029221005

EXHIBIT B

Grantee Tract

The South 10 acres of the west 20 acres of the N/2 of the NW/4 of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

EXHIBIT C

Diagram of Easement Area

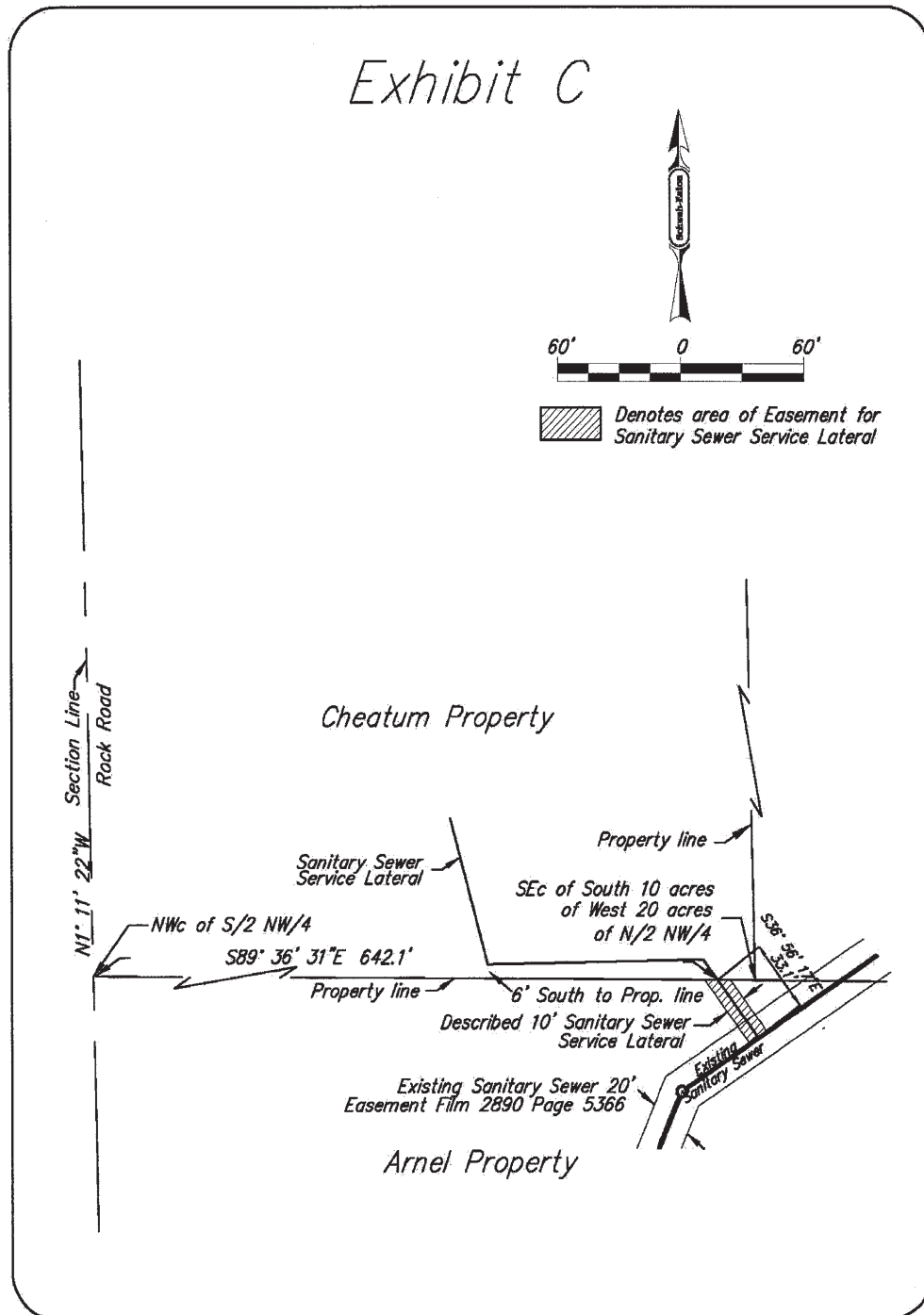


EXHIBIT D**Easement Legal Description**

A 10 foot wide non-exclusive sanitary sewer easement, the centerline of which is described as follows: Beginning at the Northwest corner (NWc) of the South half (S/2) of the Northwest Quarter (NW/4) of Section 20, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence East along the North line of said South half (S/2) of the Northwest Quarter (NW/4) on an assumed bearing of South 89 degrees 36 minutes and 31 seconds East, a distance of 642.1 feet to the Point of Beginning: Thence South 36 degrees 56 minutes 17 seconds East, a distance of 33.1 feet to the existing Public Sanitary Sewer line whose easement is described on Film 2890 Page 5366 at the Sedgwick County Register of Deeds which is the point of termination.



Sedgwick County
Register of Deeds - Tonya Buckingham
Doc.#/Flm-Pg: 29681874

Receipt #: 2014394
Pages Recorded: 11

Recording Fee: \$158.00

Cashier: Ketigall

Authorized By: Tonya Buckingham

Date Recorded: 04/07/2017 01:08:12 PM



ASSIGNMENT OF EASEMENT

For valuable consideration, receipt of which is hereby acknowledged,

Paul H. Cheatum and Sarah A. Cheatum, husband and wife, (Assignor),

Hereby assigns, transfers and conveys to Paul H. Cheatum, Trustee of the Paul Henry Cheatum Living Trust, dated November 15, 2016, all of the Assignor's rights, title, interest and obligations under that certain easement recorded May 31, 2011 at the Sedgwick County Register of Deeds Office, recorded on DOC.# FLM-PG: 29221005, attached hereto and marked as Exhibit A and made a part hereof.

Dated 3/27/2017.

PAUL H. CHEATUM

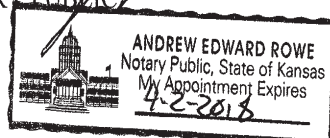
SARAH A. CHEATUM

STATE OF KANSAS, COUNTY OF SEDGWICK, ss:

Be it remembered that before me, a notary public in and for the State and County aforesaid, personally appeared Paul H. Cheatum and Sarah A. Cheatum known to me to be the same person(s) who executed the within Assignment of Easement and who acknowledged the execution of same as a free act and deed, and, if corporation, as the free act and deed of same. In witness whereof I have hereunto set my hand and affixed my official seal the day and year above written.

NOTARY PUBLIC

Date: 3/27/2017.





Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29221005

Receipt #: 1783536
Pages Recorded: 10
Cashier Initials: KV

Recording Fee: \$44.00
Authorized By:

Date Recorded: 5/31/2011 3:36:45 PM



EXHIBIT A

SEWER LINE EASEMENT AGREEMENT

This Sewer Line Easement Agreement ("Agreement") is entered into by and between Grantor and Grantee (each is a "Party" and is defined below), to be effective as of May 31, 2011, as follows:

1. The grantors of this Easement are Kevin J. Arnel and Roxanne R. Arnel, as co-Trustees of the Kevin J. Arnel Living Trust dated August 27, 1996, and Roxanne R. Arnel and Kevin J. Arnel as co-Trustees of the Roxanne R. Arnel Living Trust dated February 24, 2004 (collectively "Grantor"). Grantor is the owner of the real estate described on the attached Exhibit A ("Grantor Tract").

2. The grantees of this easement are Paul H. Cheatum and Sarah A. Cheatum (collectively "Grantee"). Grantee is the owner of the real estate described on Exhibit B ("Grantee Tract").

3. Grantor grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the purposes of installing, replacing, repairing, and maintaining one private residential sanitary sewer line within the Easement Area described below (the "Easement") upon, across, and under the real property which is depicted on Exhibit C and described on Exhibit D (the "Easement Area"). It is generally intended that this Easement will be perpetual, but it may be terminated by Grantor as provided in this Agreement.

4. The Parties acknowledge that the Easement has been provided as a courtesy to Grantee, without economic consideration. The Parties intend that if the sewer line ceases to be regularly used as provided herein, Grantor may terminate the Easement. Accordingly, notwithstanding any other provision of this Agreement to the contrary, if Grantor believes in good faith that the Easement has not been regularly used for residential purposes for a period of at least one year, the Easement may be terminated by Grantor upon filing a certificate to such effect. Additionally, in the event Grantor, in Grantor's reasonable discretion, determines that the location of the Easement will adversely impact a future use (or result in additional cost) to the Grantor Tract, Grantor reserves the right to terminate this Easement and cause Grantee to relocate the sewer line and the Easement at Grantee's expense.

5. The terms, provisions, agreements, and covenants herein contained shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors,

assigns, and legal representatives. Without limiting the generality of the foregoing sentence, the terms, provisions, agreements, and covenants contained herein shall constitute covenants running with the land affected thereby, and shall be enforceable at law or in equity.

6. It is expressly understood that Grantor reserves and retains unto themselves, their successors and assigns and the future owner(s) of Grantor Tract, or any portion thereof, the right to use the Easement Area for all purposes which do not unreasonably interfere with or prevent the use of the Easement Area by Grantee, including specifically but without limitation, the right to place, construct, operate, repair, replace and maintain utility lines and facilities, driveways, streets, parking areas, fences and landscaping, in, over, under and across the Easement Area, and to grant public or private easements for such purposes, and to raise or lower the level of the surface of the Easement Area. Grantee shall have the right to review any proposed easement or conflicting use (collectively "proposed use") of the Easement Area to determine the effect, if any, on the sewer line then located within the Easement Area. Unless Grantee objects in writing to the proposed use within 14 days after being provided notice thereof in writing, such proposed use shall be deemed approved.

7. Grantee shall be solely responsible for the design and construction of any sewer line located within the Easement Area, the operation, maintenance and repair thereof, and any damages resulting from the activities of Grantee hereunder or the use of the Easement Area by Grantee or Grantee's employees, agents, or contractors. Grantee shall indemnify Grantor, and each of them, against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents, employees or contractors. Nothing contained herein shall be construed to place upon Grantor any manner of liability for injury to or death of persons or for damage to or loss of property arising from or in any manner connected with the acts, conduct or negligence of Grantee, or its contractor(s), in the design, construction, operation, and maintenance of the sewer line located within the Easement Area. Notwithstanding the foregoing, any maintenance, repair or replacement reasonably required to be performed on any portion of the Easement Area by Grantee may be performed by Grantor upon its notifying the Grantee of the issue and the Grantee failing to promptly cause such work to occur. In such event, Grantor may perform such work and shall be promptly reimbursed by Grantee. Grantee will construct, repair and maintain the sewer line in compliance with all applicable laws, ordinances, rules and regulations of state and municipal authorities.

8. Upon completion of any construction, maintenance, repairs or other work within the Easement Area, Grantee shall promptly repair any damage to Grantor Tract so as to restore it to the same condition as it was in prior to commencement thereof.

9. The Easement, and the rights and privileges hereby granted, are further made and accepted subject to any and all easements, covenants, rights-of-way, conditions, restrictions, encumbrances, and mineral reservations, if any, relating to the Easement Area. The easement rights granted hereunder are not intended and shall not be construed as a dedication for public use.

10. Except as otherwise expressly permitted herein, Grantee shall not obstruct, or permit the obstruction of, any portion of the Easement Area, including but not limited to the construction of any structure, riser, or other item within one foot below the then-surface of the Easement Area.

11. If Grantee fails to perform all of its obligations hereunder, Grantor may file a legal action against Grantee seeking legal and/or equitable remedies. In such event, Grantor shall be entitled to an award of its reasonable costs and expenses incurred with such legal action, including but not limited to court costs and reasonable attorneys' fees.

12. For purposes of this Agreement, any notice, demand, consent, report or other communication required or permitted under this Agreement must be in writing and will be effective at the earliest of (a) its actual delivery, (b) the first business day following its deposit with an overnight courier, charges prepaid, or (c) the third business day following its deposit in the United States certified or registered mail, return receipt requested, postage prepaid. Notices shall be addressed to the Party and address that is designated to receive real property tax notices and statements for the Grantor Tract or Grantee Tract, as the case may be, as of the date the notice is given.

13. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party under this Agreement.

14. If any provision of this Agreement is invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and must be enforced to the greatest extent permitted by law.

15. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

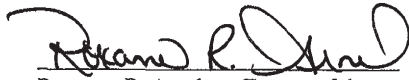
16. The provisions of this Agreement apply to, inure to the benefit of and bind the Parties and their respective successors and representatives, including, without limitation, any mortgagee acquiring an interest in any portion of the Grantee Tract or any improvements thereon, by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale; but any such mortgagee may not incur or be required to assume any obligation under this Agreement unless and until such mortgagee has so acquired an interest in any portion of the Grantee Tract, or any improvements thereon.

17. No provision of this Agreement may be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured or dictated such provision.

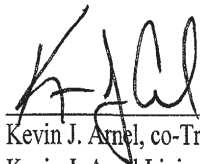
[Signatures on following page]

000029221005
29581874

"Grantor"

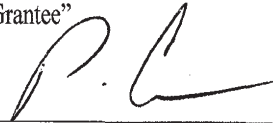


Roxanne R. Arnel, co-Trustee of the
Roxanne R. Arnel Living Trust dated
February 24, 2004, and co-Trustee of
the Kevin J. Arnel Living Trust dated
August 27, 1996



Kevin J. Arnel, co-Trustee of the
Kevin J. Arnel Living Trust dated
August 27, 1996, and co-Trustee of the
Roxanne R. Arnel Living Trust dated
February 24, 2004

"Grantee"



Paul H. Cheatum



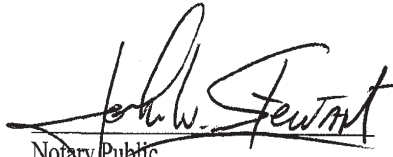
Sarah A. Cheatum

ACKNOWLEDGEMENTS

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 26 day of May, 2011, before me, a notary public in and for said county and state, came Paul H. Cheatham, who is personally known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same to be the act and deed of said Grantee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


Notary Public

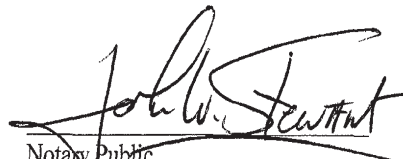
My Appointment Expires: August 24th, 2014



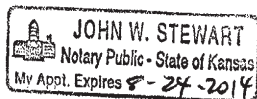
STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 26 day of May, 2011, before me, a notary public in and for said county and state, came Sarah A. Cheatham, who is personally known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same to be the act and deed of said Grantee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.


Notary Public

My Appointment Expires: August 24th, 2014



29681874 000029221005

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31st day of May, 2011, before me, a notary public in and for said county and state, Roxanne R. Arnel, co-Trustee of the Roxanne R. Arnel Living Trust dated February 24, 2004, and co-Trustee of the Kevin J. Arnel Living Trust dated August 27, 1996, who is personally known to me to be the same person who executed, as such co-trustee, the within instrument on behalf of said trusts, and such person duly acknowledged the execution of the same to be her free and voluntary act and deed as co-Trustee of said trusts.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Pauline Moeder
Notary Public

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31st day of May, 2011, before me, a notary public in and for said county and state, Kevin J. Arnel, co-Trustee of the Kevin J. Arnel Living Trust dated August 27, 1996, co-Trustee of the Roxanne R. Arnel Living Trust dated February 24, 2004, who is personally known to me to be the same person who executed, as such co-Trustee, the within instrument on behalf of said trusts, and such person duly acknowledged the execution of the same to be his free and voluntary act and deed as co-Trustee of said trusts.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Pauline Moeder
Notary Public

29681874
060629221005

EXHIBIT A

Grantor Tract

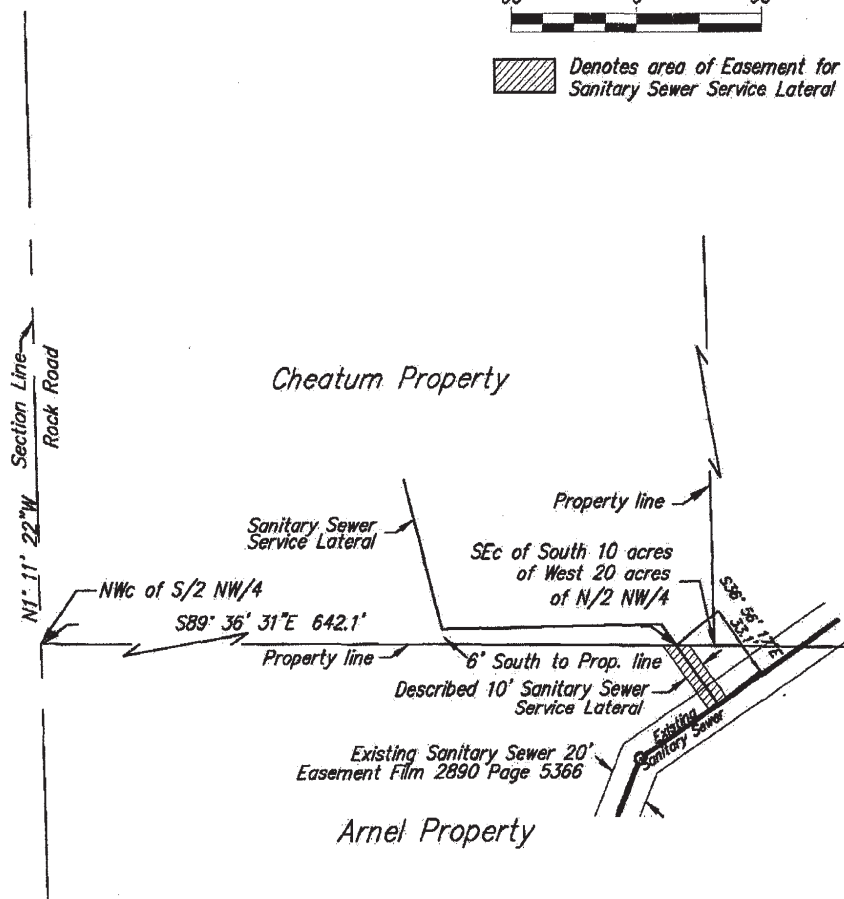
South half of the Northwest Quarter of Section 20, Township 26, Range 2 East of the 6th P.M.,
Sedgwick County, Kansas.

000029221005
20681874

EXHIBIT B

Grantee Tract

The South 10 acres of the west 20 acres of the N/2 of the NW/4 of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.



000029221005
28681874

EXHIBIT D

Easement Legal Description

A 10 foot wide non-exclusive sanitary sewer easement, the centerline of which is described as follows: Beginning at the Northwest corner (NWc) of the South half (S/2) of the Northwest Quarter (NW/4) of Section 20, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence East along the North line of said South half (S/2) of the Northwest Quarter (NW/4) on an assumed bearing of South 89 degrees 36 minutes and 31 seconds East, a distance of 642.1 feet to the Point of Beginning; Thence South 36 degrees 56 minutes 17 seconds East, a distance of 33.1 feet to the existing Public Sanitary Sewer line whose easement is described on Film 2890 Page 5366 at the Sedgwick County Register of Deeds which is the point of termination.



Sedgwick County
Register of Deeds - Bill Meek
DOC#/FLM-PG: 29233010

Receipt #: 1789192
Pages Recorded: 5
Cashier Initials: CP

Recording Fee: \$24.00
Authorized By:

Date Recorded: 8/4/2011 3:37:28 PM



CROSS-LOT DRAINAGE AGREEMENT

THIS CROSS-LOT DRAINAGE AGREEMENT ("Agreement") is made on the 4th day of August, 2011, by the Roxanne R. Arnel Living Trust dated February 24, 2004, and the Kevin J. Arnel Living Trust dated August 27, 1996, hereinafter referred to as the Grantor, and Developers, Inc., hereinafter referred to as the Grantee.

WHEREAS, the Grantor is owner of the following described real estate:

The S1/2 of the NW1/4 of Sec. 20, T26S, R2E of the 6th P.M., Sedgwick County, Kansas, containing 80 acres, more or less. ("Tract A")

WHEREAS, the Grantee is owner of the following described real estate:

The North Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; EXCEPT the south 10 acres of the west 20.0 acres thereof; AND EXCEPT THAT PART DESCRIBED AS:

A tract of land lying within the North Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, said tract being more particularly described as follows: Commencing at the northwest corner of said North Half; thence along the west line of said North Half on a Kansas coordinate system of 1983 south zone grid bearing S01°56'19"E, to the south line of said North Half; thence along said south line and along the south line of a tract of land recorded on Doc#/Flm-Pg: 29091272, N89°38'19"E, 659.72 feet to the point of beginning; thence along the east line of said tract of land recorded on Doc#/Flm-Pg: 29091272, N01°56'19"W, 659.76 feet to the northeast corner of said recorded tract of land; thence N 89°46'18"E, 88.36 feet; thence S35°04'26"E, 802.05 feet to said south line of said North Half; thence along said south line, S89°38'19"W, 526.94 feet to the point of beginning ("Tract B").

WHEREAS, Tract A and Tract B are contiguous to each other; and

WHEREAS, the Grantor desires to provide to the Grantee a perpetual cross lot surface drainage agreement over and across Tract A, subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises the Parties agree as follows:

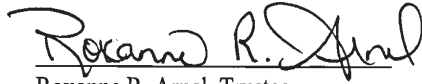
1. Grantor hereby grants an easement to permit storm water surface drainage from Tract B over and across Tract A in accordance with the final drainage plan on file with the City Engineer of Bel Aire dated as revised, 7/21, 2011. So long as Grantor has any interest in any portion of Tract A, any change to such drainage plan (or the volumes or rates of the flow of drainage assumed in such plan on to Tract A), shall require the prior written consent of Grantor.
2. Within 180 days of the execution of this Agreement, Grantee will deliver 2200 cubic yards of dirt and 300 cubic yards of topsoil to Tract A to be placed at a location designated by the Grantor. There will be no charge to the Grantor for this material or its placement.
3. Grantor expressly reserves the right to redirect in any manner any and all runoff from Tract B to any location on and off Tract A pursuant to any future drainage plan with respect to Tract A, as Tract A may be later developed. It is also understood and agreed that Tract A has no retention obligations with respect to any runoff received, it being understood that such runoff may ultimately be carried off Tract A through a future drainage system, including storm sewers.
4. If a Party fails to perform all of its obligations and covenants under this Agreement, the non-defaulting Party may file a legal action against the defaulting Party seeking legal or equitable remedies, or both. The prevailing Party is entitled to reimbursement from the losing Party for the reasonable costs and expenses incurred, including but not limited to court costs and reasonable attorneys' fees.
5. This Agreement, and all of the provisions contained herein and all of the rights and obligations hereunder, shall be and constitute covenants running with the fee simple estate of Tract A and Tract B, and shall bind all present and future owners thereof.
6. For purposes of this Agreement, any notice, demand, consent, report or other communication required or permitted under this Agreement must be in writing and will be effective at the earliest of (a) its actual delivery, (b) the first business day following its deposit with an overnight courier, charges prepaid, or (c) the third business day following its deposit in the United States certified or registered mail, return receipt requested, postage prepaid. Notices must be addressed to the Party and address that is designated to receive real property tax notices and statements for Tract A or Tract B as of the date the notice is given.
7. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in

default, irrespective of how long such failure continues, shall not constitute a waiver of such Party of the rights thereof under this Agreement.

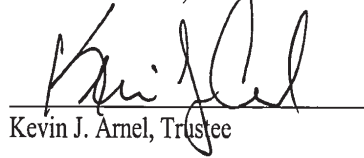
8. If any provision of this Agreement or the application thereof to any entity or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance will not be affected thereby and must be enforced to the greatest extent permitted by law.
9. This Agreement, or any provision hereof, may be changed, waived, discharged or terminated orally, only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.
10. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.
11. Grantee may not assign or otherwise transfer its obligations under this Agreement without the prior written consent of Grantor. The provisions of this Agreement apply to, inure to the benefit of, and bind the Parties and the respective permitted assigns, successors, and representatives thereof, including, without limitation, any mortgagee acquiring an interest in any portion of Tract A or Tract B, or any improvements thereon, by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale; but any such mortgagee may not incur or be required to assume any obligation under this Agreement unless and until such mortgagee has so acquired an interest in any portion of Tract A or Tract B, or any improvements thereon.
12. No provision of this Agreement may be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.
13. Grantee is solely responsible for the maintenance, repair and replacement of the Tract B drainage infrastructure as well as all costs and expenses related thereto. Such maintenance, repair and replacement includes: keeping and maintaining the drainage infrastructure in good, safe, clean and sightly condition at all times, including, without limitation, the obligation to maintain such infrastructure in accordance with any current or future state or municipal minimum maintenance standards. If Grantee fails to promptly perform or cause to be performed all maintenance, repair and replacement to the drainage infrastructure as required herein, Grantor may provide Grantee with written notice reasonably detailing the maintenance, repair or replacement required to be performed, and if Grantee does not cause such maintenance, repair or replacement to be completed within 30 days of receipt of such written notice, Grantor may perform or cause to be performed such maintenance, repair or replacement and charge the costs thereof to Grantee. In such event, Grantee shall reimburse Grantor such costs within 10 days of receiving an invoice for the work performed.

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Roxanne R. Arnel Living Trust
dated February 24, 2004

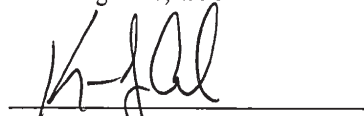


Roxanne R. Arnel, Trustee

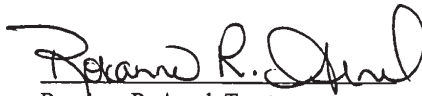


Kevin J. Arnel, Trustee

Kevin J. Arnel Living Trust
dated August 27, 1996

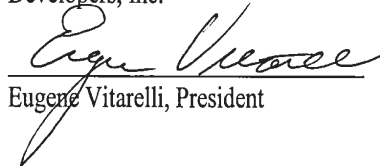


Kevin J. Arnel, Trustee



Roxanne R. Arnel, Trustee

Developers, Inc.

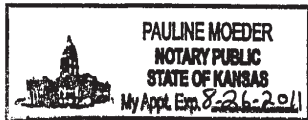


Eugene Vitarelli, President

0000029233010

State of Kansas)
) SS
Sedgwick County)

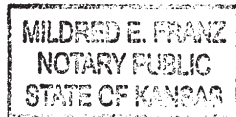
This instrument was acknowledged before me this 4th day of August 2011, by Roxanne R. Arnel and Kevin J. Arnel, Co-Trustees of the Roxanne R. Arnel Living Trust dated February 24, 2004, and the Kevin J. Arnel Living Trust dated August 27, 1996.



Pauline Moeder
Notary Public

State of Kansas)
) SS
Sedgwick County)

The foregoing instrument was acknowledged before me this 1st day of August, 2011, by Eugene Vitarelli, President of Developers, Inc., on behalf of the corporation.



Mildred E. Franz
Notary Public

My Appointment Expires: 02/13/2015



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29261555

Receipt #: 1802365
Pages Recorded: 5
Cashier Initials: DH

Recording Fee: \$24.00
Authorized By 

Date Recorded: 12/23/2011 3:42:06 PM



Grantor	<u>BELAIRE, CITY OF</u>
Grantee	<u>OWNER OF RECORD</u>
Type of Document	<u>EASEMENT - PLAT</u>
Recording Fees	<u>\$24.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$24.00</u>
Return Address	<u>SECURITY 1ST TITLE</u>
	<u>434 N. MAIN</u>
	<u>WICHITA, KS 67202</u>
	<u> </u>

29261555

ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") is made by and given by City of Bel Aire, Kansas ("Grantor").

WHEREAS, Pursuant to that certain Real Estate Exchange Contract dated November 23, 2011 ("Contract"), Grantor is the owner of the real property described in Exhibit A attached hereto and depicted on Exhibit B attached hereto as "Arnel Parcel #1" ("Property"); and

WHEREAS, pursuant to Section 22(g) of the Contract, Grantor desires to establish an easement for access, ingress and egress over and upon the existing roadway that is a portion of the Property ("Easement Tract") for the benefit of the proposed Arnel Retained Tract described on Exhibit C and depicted on Exhibit B attached hereto ("Arnel Retained Tract").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants and declares as follows:

Grant of Access Easement. Grantor, as the owner of the Easement Tract grants and conveys for the benefit of the owner(s) of the Arnel Retained Tract, an appendant, appurtenant, exclusive, right-of-way easement to run with the land as obligations and covenants against the Property in favor of the Arnel Retained Tract for vehicular and pedestrian access, ingress and egress over and across the Easement Tract. This Easement shall expire upon the completion of construction of the New Road and granting of access easements in connection therewith that are contemplated in Section 22(g) of the Contract.

IN WITNESS WHEREOF, Grantor has executed this Easement as of the 12th day of December, 2011.

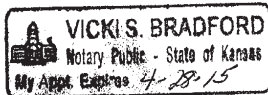
GRANTOR:

CITY OF BEL AIRE, KANSAS

By: Harold Smith
Harold Smith Mayor

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this 12th day of December, 2011, by Harold Smith, Mayor of the City of Bel Aire, Kansas.



Vicki S. Bradford
Notary Public

(8)

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Sec 1st

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Exhibit A

Property:

The approximately 62.534 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

The South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas,

EXCEPT:

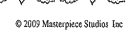
Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

AND EXCEPT

The West 50.00 feet of said South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Said tract of land contains 2,723,961 square feet or 62.534 acres, more or less.

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2926 1555

EXHIBIT C

ARNEL RETAINED TRACT

The approximately 15.798 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

Said tract of land contains 688,149 square feet or 15.798 acres, more or less



Sedgwick County
Register of Deeds - Bill Meek
Doc.#/Flm-Pg: 29519377

Receipt #: 1929822
Pages Recorded: 8

Recording Fee: \$68.00

Authorized By: 

Cashier: KVENATOR

Date Recorded: 04/15/2015 03:39:24 PM



Please do not remove this cover page, it has become part of this document

Grantor	BEL AIRE CITY OF
Grantee	UNPLATTED
Type of Document	MISC.EASE
Recording Fees	\$68.00
Mtg Reg Tax	\$0.00
Total Amount	\$68.00
Return Address	CITY OF BEL AIRE ATTN TY LASHER 7651 CENTRAL PARK AVENUE BEL AIRE, KS 67226

29519877

When recorded mail to:
Kevin J. Arnel
Foulston Siefkin LLP
Commerce Bank Center
1551 N. Waterfront Pkwy., Suite 100
Wichita, KS 67206-4466

ACCESS EASEMENT

THIS ACCESS EASEMENT ("Easement") is made by and given by City of Bel Aire, Kansas ("Grantor").

WHEREAS, Pursuant to that certain Real Estate Exchange Contract dated November 23, 2011 ("2011 Contract"), Grantor is the owner of the real property described in Exhibit A attached hereto and depicted on Exhibit B attached hereto as "Arnel Parcel #1"; and

WHEREAS, Pursuant to that certain Real Estate Contract dated February 17, 2015 ("2015 Contract"), Grantor is selling the portion of Arnel Parcel #1 described in Exhibit C attached hereto and depicted on Exhibit D attached hereto ("Property"); and

WHEREAS, the Property will be added to, and become a part of, the "Arnel Retained Tract" as originally described in the 2011 Contract and depicted on Exhibit B prior to the integration of the Property; and

WHEREAS, after the integration of the Property, the Arnel Retained Tract will be described as set forth in Exhibit E ("Arnel Retained Tract"); and

WHEREAS, pursuant to Section 11 of the 2015 Contract, Grantor desires to establish an easement for access, ingress and egress over and upon a portion of the Arnel Parcel #1 to permit access to Rock Spring Street ("Easement Tract") for the benefit of the Arnel Retained Tract.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants and declares as follows:

Grant of Access Easement. Grantor grants and conveys for the benefit of the owner(s) of the Arnel Retained Tract (as defined after the integration of the Property into such Tract), an appendant, appurtenant, exclusive, perpetual right-of-way easement to run with the land as obligations and covenants against Arnel Parcel #1 in favor of such Arnel Retained Tract for vehicular and pedestrian access, ingress and egress over and across a portion of Arnel Parcel #1 to be determined by the parties when the portion of the Arnel Parcel #1 that is adjacent to the east side of the Arnel Retained Tract is platted for the constructing,

29519377

operating and maintenance of improvements and infrastructure upon and within the Arnel Parcel #1.

IN WITNESS WHEREOF, Grantor has executed this Easement as of the 7th day of April, 2015.

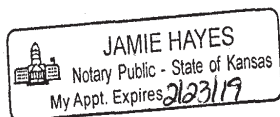
GRANTOR:

CITY OF BEL AIRE, KANSAS

By: 
David Austin, Mayor

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this 7th day of April, 2015, by David Austin, Mayor of the City of Bel Aire, Kansas.



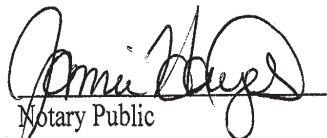

Notary Public

Exhibit A"Arnel Parcel #1"

The approximately 62.534 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

The South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas,

EXCEPT:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

AND EXCEPT

The West 50.00 feet of said South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Said tract of land contains 2,723,961 square feet or 62.534 acres, more or less.



EXHIBIT C**"Property"**

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 255.87 feet; thence S45°24'45"W, 213.27 feet; thence N35°04'26"W, 180.96 feet to the Point of Beginning.

Said tract of land contains 19,031 square feet or 0.437 acres, more or less, and is depicted as a triangle in Exhibit D.

EXHIBIT E**Revised "Arnel Retained Tract"**

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1392.51 feet; thence; thence S45°24'45"W, 911.65 feet to a point on a non-tangent curve to the left having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

Said tract of land contains 707,180 square feet or 16.235 acres, more or less. This combines the Arnel Retained Tract depicted in Exhibit B and the Property described in Exhibit C.



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29261556

Receipt #: 1802365
Pages Recorded: 6
Cashier Initials: DH

Recording Fee: \$28.00
Authorized By 

Date Recorded: 12/23/2011 3:42:07 PM



Grantor	<u>BELAIRE, CITY OF</u>
Grantee	<u>ARNEL KEVIN J TR</u>
Type of Document	<u>MEMORANDUM OF LEASE, ETC.</u>
Recording Fees	<u>\$28.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$28.00</u>
Return Address	<u>SECURITY 1ST TITLE</u>
	<u>434 N. MAIN</u>
	<u>WICHITA, KS 67202</u>
	<u></u>

When recorded mail to:
Kevin J. Arnel
Foulston Siefkin LLP
Commerce Bank Center
1551 N. Waterfront Pkwy., Suite 100
Wichita, KS 67206-4466

29261554

MEMORANDUM OF CONTRACT

This Memorandum of Contract ("Memorandum") is entered into as of the last date executed by a party hereto ("Effective Date") by and between the following parties: City of Bel Aire, Kansas [7651 E. Central Park Ave., Bel Aire, KS 67226 Attn: Ty Lasher, City Manager] ("City"), the City of Bel Aire, Kansas Public Building Commission [7651 E. Central Park Ave., Bel Aire, KS 67226 Attn: Ty Lasher] ("PBC"), and Kevin J. Arnel and Roxanne R. Arnel, as co trustees of the Kevin J. Arnel Living Trust ("Kevin's Trust") and the Roxanne R. Arnel Living Trust ("Roxanne's Trust") [5112 N. Rock Rd., Bel Aire, KS 67226 Attn: Kevin J. Arnel] (collectively "Arnel").

1. The Parties entered into and have closed upon the certain Real Estate Exchange Contract ("Contract") dated November 23, 2011, involving certain property and interests set forth on Exhibit A hereto (the "Premises"), in Bel Aire, Sedgwick County, Kansas. Each of the Parties has certain rights and obligations with respect to some or all of the Premises, subject to all of the terms, covenants and conditions appearing in said Contract, of which this is a memorandum.

2. This Memorandum is not a complete summary of the Contract. The Contract contains other terms and the provisions in the Memorandum shall not be used in interpreting the Contract provisions. In the event of a conflict between the Memorandum and the unrecorded Contract, the unrecorded Contract shall control. Capitalized terms not defined herein shall have their meanings set forth in the Contract. This Memorandum may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the last date executed by a party hereto.

*****Signatures and Acknowledgments on following pages*****

428¹⁰
Secret

9

Diana¹¹

29261556

ARNEL:

Kevin J. Arnel and Roxanne R. Arnel, as Co-Trustees of the Kevin J. Arnel Living Trust dated August 27, 1996, and Roxanne R. Arnel and Kevin J. Arnel, as Co-Trustees of the Roxanne R. Arnel Living Trust dated February 24, 2004

By: Roxanne R. Arnel
Roxanne R. Arnel, Co-Trustee

By: Kevin J. Arnel
Kevin J. Arnel, Co-Trustee

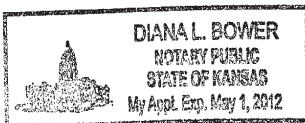
Date: 12-22-11

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this 22nd day of December, 2011, by Roxanne R. Arnel and Kevin J. Arnel, as co-trustees of the Kevin J. Arnel Living Trust. and as Co-Trustees of the Roxanne R. Arnel Living Trust.

Diana L Bower
Notary Public



29261556

CITY:

PBC:

CITY OF BEL AIRE, KANSAS,
a municipal corporation

CITY OF BEL AIRE, KANSAS
PUBLIC BUILDING COMMISSION

By: Harold Smith
Harold Smith, Mayor

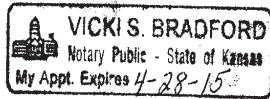
By: Peggy Sue O'Donnell
Peggy Sue O'Donnell, President

Date: 12-12-11

Date: December 12, 2011

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

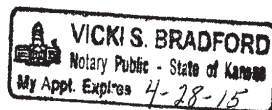
This instrument was acknowledged before me on this 12th day of December, 2011, by
Harold Smith, Mayor of the City of Bel Aire, Kansas.



Vicki S. Bradford
Notary Public

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on this 12th day of December, 2011, by
Peggy Sue O'Donnell, President of the City of Bel Aire, Kansas Public Building Commission.



Vicki S. Bradford
Notary Public

29261554

EXHIBIT A

PREMISES

1. Arnel Parcel #1

The approximately 62.534 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

The South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas,

EXCEPT:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

AND EXCEPT

The West 50.00 feet of said South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Said tract of land contains 2,723,961 square feet or 62.534 acres, more or less.

2. ARNEL RETAINED TRACT

The approximately 15.798 acre parcel (calculated net of the 50' right of way along Rock Road) described as follows:

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said

29261556-

South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1136.64 feet; thence S35°04'26"E, 180.96 feet; thence S45°24'45"W, 698.38 feet to a point on a non-tangent curve to the left having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning.

Said tract of land contains 688,149 square feet or 15.798 acres, more or less

3. ARNEL COMMERCIAL LOT WITHIN THE ARNEL RETAINED TRACT

The approximately 7.29 lot described as follows:

LEGAL DESCRIPTION, Arnel commercial lot:

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the **Point of Beginning**; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 440.00 feet; thence S01°56'19"E, 645.12 feet to a point on a curve to the left having a radius of 479.00 feet, a central angle of 12°44'39", and a long chord of 106.32 feet, bearing S64°19'27"W; thence 106.54 feet along said curve to a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the **Point of Beginning**.

Said tract of land contains 317,490 square feet or 7.29 acres, more or less.

4. CITY PARCEL

The West half of the Southwest Quarter of Section 16, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas.



Sedgwick County
Register of Deeds - Tonya Buckingham

Doc.#/Flm-Pg: 29675530

Receipt #: 2010971
Pages Recorded: 6

Recording Fee: \$88.00

Authorized By: *Tonya Buckingham*

Cashier: kwahler

Date Recorded: 03/09/2017 10:47:15 AM



The space above is reserved for REGISTER OF DEEDS

DRAINAGE AND UTILITY EASEMENT

Kevin J. Arnel and Roxanne R. Arnel, as Co-Trustees of the Kevin J. Arnel Living Trust, amended and restated on February 24, 2004, and the Roxanne R. Arnel Living Trust, dated February 24, 2004, collectively ("Arnel"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the City, a perpetual right-of-way and easement for the purpose of constructing, maintaining, repairing and accessing a drainage system over, along, and under the following two parcels of real estate situated in Sedgwick County, Kansas, legally described in Exhibit A and depicted in Exhibit B, and is binding upon both current owners and their successors, heirs and assigns.

Both parties agree not to materially change the height of the soil saver component of the weir/wing wall associated with maintaining the water height of the drainage pond while Kevin Arnel and/or Roxanne Arnel (or a trust or other entity created or controlled by one or both of them) owns and occupies the property that includes the drainage pond.

City is hereby granted the right to enter upon said easement areas at any time for the purposes set forth herein. The acceptance of this grant of an easement by the City of Bel Aire is for the benefit of the residents of Bel Aire.

Dated this 27th day of February, 2017

20070530

Kevin J. Arnel Living Trust,
Amended and Restated on
February 24, 2004

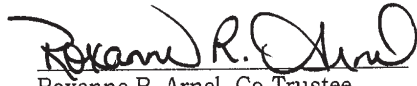


Kevin J. Arnel, Co-Trustee

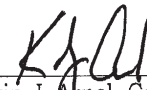
Roxanne R. Arnel Living Trust
dated February 24, 2004



Roxanne R. Arnel, Co-Trustee



Roxanne R. Arnel, Co-Trustee



Kevin J. Arnel, Co-Trustee

The space below is reserved for REGISTER OF DEEDS

SEAL-STAMP STATE OF KANSAS, SEDGWICK COUNTY, ss

BE IT KNOWN BY ALL PERSONS that on this 27th day of July, 2017, before me, a Notary Public, came Kevin J. Arnel and Roxanne R. Arnel, Co-Trustees, Kevin J. Arnel Living Trust and Roxanne R. Arnel Living Trust, who are personally known to me to be the same persons who executed the foregoing Drainage and Utility Easement and who duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

Pauline Moeder

My Appointment Expires:

8-26-19

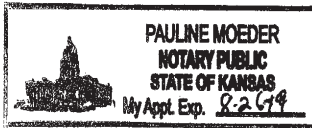


EXHIBIT 'A'**Easement A:**

A portion of the South Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as commencing at the southwest corner of Reserve "C", Deer Run, Bel Aire, Sedgwick County, Kansas, said point being on the north line of Deer Run Street road right of way as platted in said Deer Run; thence westerly along the north line of said Deer Run Street road right of way, said north line of Deer Run Street road right of way being a curve to the left having an arc length of 392.32 feet, said curve having a radius of 479.00 feet, a chord length of 381.44 feet and a chord bearing of S81°24'44"W, to the Point of Curvature (P.C.) of said curve; thence continue southwesterly along the north line of said Deer Run Street road right of way, the north line of said Deer Run street road right of way being a curve to the right having an arc length of 37.62 feet, said curve having a radius of 570.99 feet, a chord length of 37.61 feet and a chord bearing of S59°50'09"W, to the point of beginning; thence N28°16'37"W, 40.00 feet; thence southwesterly parallel with the north line of said Deer Run Street road right of way, said line being a curve to the right having an arc length of 74.40 feet, said curve having a radius of 531.00 feet, a chord length of 74.33 feet and a chord bearing of S65°44'13"W, to the P.C. of a curve to the right; thence continuing parallel with the north line of said Deer Run Street road right of way, an arc length of 13.60 feet, said curve having a radius of 160.00 feet, a chord length of 13.60 feet and a chord bearing of S72°11'08"W; thence S15°22'45"E, perpendicular to the north line of said Deer Run Street road right of way, 40.00 feet; thence northeasterly along the north line of said Deer Run Street road right of way, said north line of Deer Run Street road right of way being a curve to the left having an arc length of 17.00 feet, said curve having a radius of 200.00 feet, a chord length of 16.99 feet and a chord bearing of N72°11'08"E, to the P.C. of a curve to the left; thence continuing along the north line of said Deer Run Street road right of way having an arc length of 80.00 feet, said curve having a radius of 571.00 feet, a chord length of 79.93 feet and a chord bearing of N65°44'13"E, to the Point of Beginning.

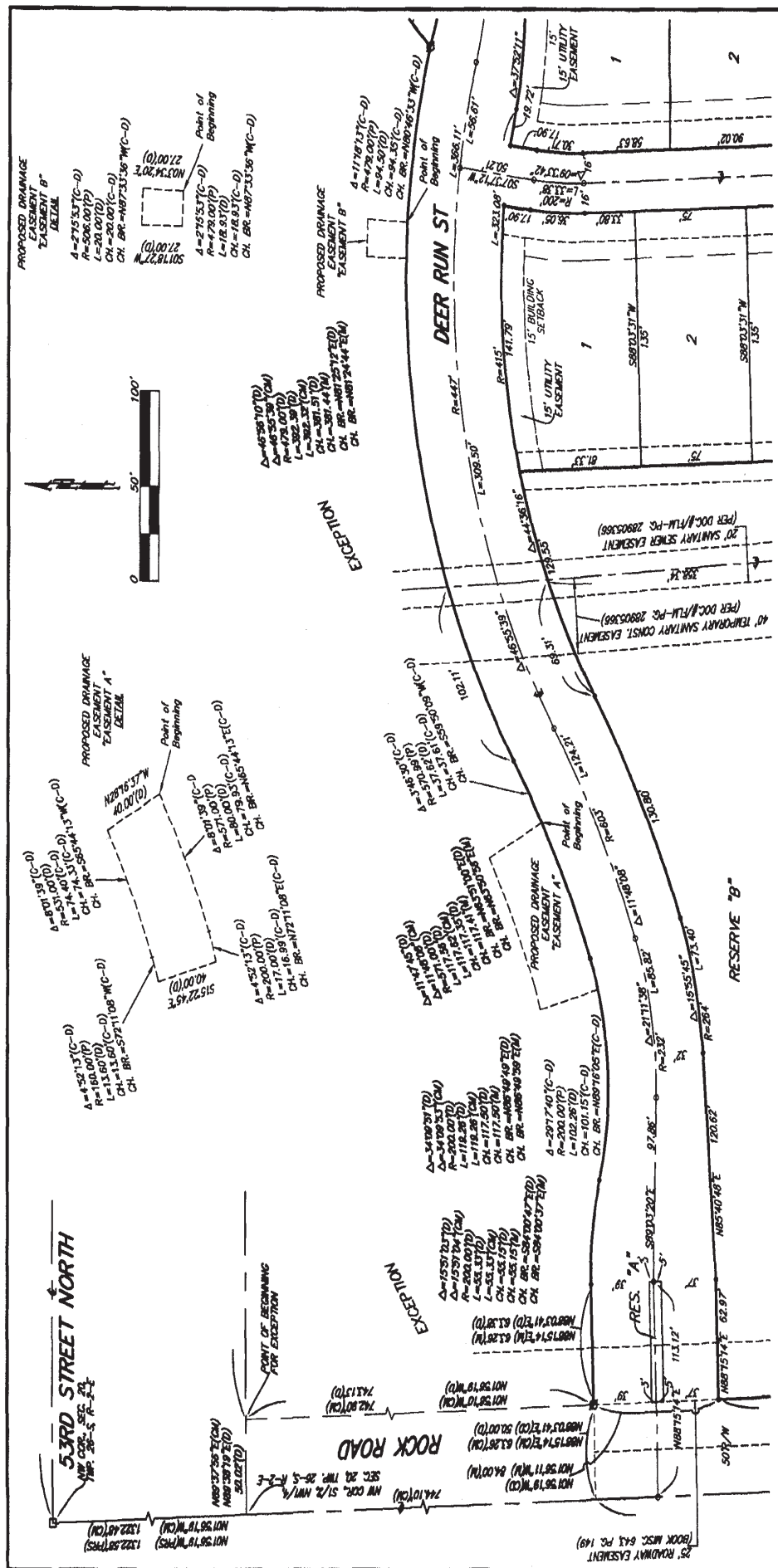
Subject property contains 3,699.9 square feet or 0.085 acres.

Easement B:

A portion of the South Half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as commencing at the southwest corner of Reserve "C", Deer Run, Bel Aire, Sedgwick County, Kansas, said point being on the north line of Deer Run Street road right of way as platted in said Deer Run; thence westerly along the north line of said Deer Run Street road right of way, said north line of Deer Run Street road right of way being a curve to the left having an arc length of 94.50 feet, said curve having a radius of 479.00 feet, a chord length of 94.35 feet and a chord bearing of N80°46'33"W, to the point of beginning; thence N03°34'20"E, 27.00 feet; thence westerly parallel with the north line of said Deer Run Street road right of way,

said line being a curve to the left having an arc length 20.00 feet, said curve having a radius of 506.00 feet, a chord length of 20.00 feet and a chord bearing of N87°33'36"W; thence S01°18'27"W, perpendicular to the north line of said Deer Run Street road right of way, 27.00 feet to a point in the north line of said Deer Run Street road right of way; thence easterly along the north line of said Deer Run Street road right of way, said north right of way line being a curve to the right, having an arc length of 18.93 feet, said curve having a radius of 479.00 feet, a chord length of 18.93 feet and a chord bearing of S87°33'36"E, to the Point of Beginning.

Subject property contains 525.6 square feet or 0.012 acres.





UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (this “**Agreement**”) is made effective as of April 5, 2022 (the “**Effective Date**”), by Roxanne R. Arnel and Kevin J. Arnel as Co-Trustees of the Roxanne R. Arnel Living Trust established under indenture dated February 24, 2004 and Kevin J. Arnel and Roxanne R. Arnel as Co-Trustees of the Kevin J. Arnel Living Trust, amended and restated on February 24, 2004 (collectively “**Arnel**”). Arnel and any successor owner of any fee interest in Tract 1 or Tract 2, each as defined below, are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

- A. Arnel is the owner of that certain real property located in Sedgwick County, Kansas, and more-specifically described on Exhibit A attached hereto and incorporated herein (“**Tract 1**”) (which is also reflected on Exhibit B hereto) and that certain real property located adjacent to Tract 1, and more-specifically described on Exhibit A (“**Tract 2**”) (which is also reflected on Exhibit B hereto); collectively Tract 1 and Tract 2 are the “**Property**”).
- B. Arnel desires to create easements for the installation, maintenance, inspection, repair, replacement, operation, alteration, or removal of utility lines, on, over, under, and across a portion of Tract 1 in connection with the subdivision or lot split of the Property and in anticipation of the possible future divergent ownership of Tract 1 and Tract 2; accordingly, Arnel desires that the easements created in this Agreement do not merge with the fee interest Arnel holds in the Property.
- C. Arnel hereby declares that the Property, and each portion thereof, will hereafter be held, subdivided, transferred, encumbered, used, conveyed, leased, and occupied subject to the covenants, conditions, restrictions, easements, and rights set forth in this Agreement, all of which run with the land and are binding on the Property and all parties having or acquiring any right, title, or interest in or to all or any portion of Property.

1. **Grant of Easements.**

- 1.1. Utilities Easement. The owner of Tract 1 hereby declares, grants, and creates an appendant, appurtenant, non-exclusive, perpetual easement to run with the land in favor of Tract 2, for the benefit of the owner of Tract 2 and its successors, assigns, agents, invitees, licensees, and tenants (collectively, the “**Tract 2 Affiliated Parties**”), over, through, upon, under, and across a portion of Tract 1 (the “**Easement Tract**”), as generally depicted on Exhibit B attached hereto and incorporated herein, and more-specifically described on Exhibit A for the purpose of installing, maintaining, inspecting, repairing, replacing, operating, altering, or removing utility lines necessary or desirable for the operation or development of Tract 2, whether or not currently existing.
- 1.2. Use of Easement Tract. The Tract 2 Affiliated Parties must use the Easement Tract in a reasonable manner that is reasonably calculated to minimize interference with the owner of Tract 1’s use and enjoyment of Tract 1. The owner of Tract 1 shall not impair access to, or construct anything upon, the Easement Tract which would interfere with the rights and privileges granted in this Agreement.
- 1.3. Reservation of Rights. The owner of Tract 1 hereby reserves for itself, its successors and assigns, all rights and privileges incident to the ownership of the fee simple estate of Tract 1 that are not inconsistent with the rights and privileges granted in this Agreement.

2. **Installation and Maintenance.**

- 2.1. Installation of Utility Lines. With the prior written consent of the owner of Tract 1, which consent the owner of Tract 1 may not unreasonably withhold, delay, or condition, the owner of Tract 2 has the right, but not the obligation, for the benefit of Tract 2, to install, maintain, inspect, repair, replace, operate, alter, or remove any utility lines necessary or desirable for the operation or development of Tract 2, whether or not currently existing. The owner of Tract 2: (i) must ensure that the installation of all such utility lines complies with all applicable laws, ordinances, rules, and regulations of the state and municipal authorities; and (ii) is responsible for all costs and expenses related to the utility lines.
- 2.2. Routine Maintenance. The owner of Tract 2, at its sole cost and expense, is responsible for the maintenance and repair of any utility lines located in, on, over, or under the Easement Tract.
- 2.3. Maintenance Required Due to Negligent or Intentional Act or Omission. Notwithstanding the foregoing, any maintenance, repair, or replacement reasonably required to be performed due to the negligent or intentional act or omission of a Party (hereinafter, “**Responsible Party**”), or the agents, invitees, licensees or tenants of either the Responsible Party or the Responsible Party’s tenant, is the sole responsibility of the Responsible Party. The Responsible Party shall cause such

maintenance, repair, or replacement to occur promptly, and shall be responsible for the costs and expenses related thereto.

- 2.4. Failure to Perform Maintenance. If a Party fails to promptly perform or cause to be performed all maintenance or repair as required in this Agreement to be performed by such failing Party, any other Party may provide the failing Party with written notice detailing the maintenance or repair required to be performed, and if the failing Party does not cause such maintenance or repair to be completed within 30 days of receipt of such written notice, the Party delivering such written notice will have the right to perform or cause to be performed such maintenance or repair and charge the costs thereof to the failing Party. The failing Party shall reimburse the performing Party such costs within 10 days of receipt of an invoice accompanied by reasonably detailed proof of completion of the work performed.

3. Miscellaneous Provisions.

- 3.1. Temporary Closing. No barriers, fences, walls, grade changes, or other obstructions may be erected so as to prevent or in any manner unreasonably restrict or interfere with the use, enjoyment, and exercise of the rights and obligations created by this Agreement. Notwithstanding the foregoing, the Easement Tract may be temporarily closed by a Party to perform any installation, maintenance, inspection, repair, replacement, alteration, or removal, but only if both: (a) said closure is limited to as short a term as is reasonably necessary to perform the required work thereon, and (b) the party performing such work uses reasonable efforts to coordinate such work and closure with all other Parties.
- 3.2. No Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication to the general public or for any public use or purpose whatsoever.
- 3.3. Enforcement. If a Party fails to perform its obligations and covenants under this Agreement, the non-defaulting Party may file a legal action against the defaulting Party seeking legal or equitable remedies, or both. The prevailing Party in such action will be entitled to an award of compensation of its costs related thereto, including but not limited to court costs, filing fees, and reasonable attorneys' fees (including appellate costs and attorneys' fees).
- 3.4. Covenants Running with the Land; No Merger. This Agreement, and all of the provisions contained herein and all of the rights and obligations hereunder, constitute covenants running with the fee simple estate of Tract 1 and Tract 2, and are binding upon all present and future owners thereof. The easements created in this Agreement do not merge with the fee, notwithstanding the common ownership of the two estates from time to time, unless and until a declaration of merger is recorded in the Office of the Register of Deeds of Sedgwick County, Kansas.

- 3.5. Agreement not Assignable. The rights and obligations under this Agreement may not be assigned but will inure to the burden and benefit of any successor owner of any fee interest in Tract 1 and Tract 2, as specifically set forth in this Agreement, and any purported assignment of this Agreement to any other person or entity is void and of no effect.
- 3.6. Notices. For purposes of this Agreement, any notice, demand, consent, report or other communication required or permitted hereunder must be in writing and will be effective at the earliest of: (i) its actual delivery; (ii) the first business day following its deposit with an overnight courier, charges prepaid; or (iii) the third business day following its deposit in the United States certified or registered mail, return receipt requested, postage prepaid. Notices must be addressed to the Party and address that is designated to receive real property tax notices and statements for Tract 1 and Tract 2, respectively, as of the date the notice is given.
- 3.7. Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, will not constitute a waiver of such Party of the rights thereof under this Agreement.
- 3.8. Severability. If any provision of this Agreement or the application thereof to any entity or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance will not be affected thereby and will be enforced to the greatest extent permitted by law.
- 3.9. Amendment. This Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all then-current owners of Tract 1 and Tract 2, evidenced by a document that has been fully executed by all such owners and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas.
- 3.10. Entire Agreement; Recitals. This Agreement constitutes the entire agreement relating to the subject matter hereof. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.
- 3.11. Binding Agreement; Interpretation. The provisions of this Agreement apply to, inure to the benefit of, and bind the Property and the owners thereof, together with the respective successors and representatives thereof. No provision of this Agreement may be construed against or interpreted to the disadvantage of any Party by any court

or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.

- 3.12. Governing Law. This Agreement and the obligations of the Parties hereunder must be interpreted, construed, and enforced in accordance with the laws of the State of Kansas.

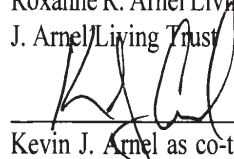
[SIGNATURES ON FOLLOWING PAGE]

Arnel has executed this Agreement to be effective as of the Effective Date.

ARNEL:



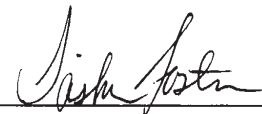
Roxanne R. Arnel as co-trustee of the
Roxanne R. Arnel Living Trust and the Kevin
J. Arnel Living Trust



Kevin J. Arnel as co-trustee of the Kevin J.
Arnel Living Trust and the Roxanne R. Arnel
Living Trust

STATE OF KANSAS)
)
COUNTY OF SEDGWICK) ss.

The foregoing instrument was acknowledged before me this 5th day of April, 2022, by Kevin J. Arnel and Roxanne R. Arnel as co-trustees of the Roxanne R. Arnel Living Trust and the Kevin J. Arnel Living Trust.



Notary Public

My Appointment Expires: 11/19/2025

Printed Name: Taisha M. Foster



Exhibit A

Legal Descriptions of Parcels

“Tract 1”:

A tract of land lying within the South Half of the Northwest Quarter, of Section 20, Township 26 South, Range 2 East, Bel Aire, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the southwest corner of said South Half, thence along the west line of said South Half on a Kansas coordinate system of 1983 south zone grid bearing of N01°56'19"W, 578.08 feet; thence N88°03'41"E, 50.00 feet to the POINT OF BEGINNING; thence along the east right-of-way line of Rock Road, N01°56'19"W, 743.13 feet to the north line of said South Half; thence along said north line, N89°38'19"E, 582.40 feet; thence S00°21'41"E, 57.82 feet; thence S22°29'28"W, 362.90 feet; thence S03°00'44"E, 254.54 feet to a point on a non-tangent curve to the left; said curve to the left having a central angle of 12°10'15", a radius of 479.00 feet, and a long chord distance of 101.56 feet, bearing S64°02'15"W, thence along the said curve to the left 101.75 feet being the north line of Deer Run Street, Deer Run Final Plat, Bel Aire, Sedgwick County, Kansas; thence along said north line of said Deer Run Street for the next four course being a point on a curve to the right, said curve to the right having a central angle of 11°47'45", a radius of 571.00 feet, and a long chord distance of 117.35 feet, bearing S63°51'00"W, thence along the said curve to the right 117.56 feet to a point on a curve to the right, said curve to the right having a central angle of 34°09'51", a radius of 200.00 feet, and a long chord distance of 117.50 feet, bearing S86°49'49"W, thence along the said curve 119.26 feet to a point on a curve to the left, said curve having a central angle of 15°51'03", a radius of 200.00 feet, and a long chord distance of 55.15 feet, bearing N84°00'47"W, thence along the said curve 55.33 feet; thence S88°03'41"W, 63.38 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 345,894 square feet or 7.94 acres of land, more or less.

“Easement Tract”:

The north 20.00 feet of a tract of Tract 1 described above.

“Tract 2”:

A tract of land lying in a portion of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the South half of the Northwest Quarter of Section 20, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence along the north line of said South half of the Northwest Quarter N89°38'19"E, 50.02 feet to the Point of Beginning; thence continuing along said north line of the South half of the Northwest Quarter N89°38'19"E, 1392.51 feet; thence; thence S45°24'45"W, 911.65 feet to a point on a non-tangent curve to the left having a radius of 479.00 feet, a central angle of 46°56'10", and a long chord of 381.51 feet, bearing S81°25'12"W; thence 392.39 feet along said curve to a point on a curve to the right having a radius of 571.00 feet, a central angle of 11°47'45", and a long chord of 117.35 feet, bearing S63°51'00"W; thence 117.56 feet along said curve to a point on a curve to the right having a radius of 200.00 feet, a central angle of 34°09'51", and a long chord of 117.50 feet, bearing S86°49'49"W; thence 119.26 feet along said curve to a point on a curve to the left having a radius of 200.00 feet, a central angle of 15°51'03", and a long chord of 55.15 feet, bearing N84°00'47"W; thence 55.33 feet along said curve; thence S88°03'41"W, 63.38 to a point 50.00 feet east of the west line of said South half of the Northwest Quarter; thence parallel with the west line of said South half of the Northwest Quarter N01°56'19"W, 743.13 feet to the Point of Beginning (said tract of land contains 707,180 square feet or 16.235 acres, more or less).

Less and except: A tract of land lying within the South Half of the Northwest Quarter, of Section 20, Township 26 South, Range 2 East, Bel Aire, Sedgwick County, Kansas, said tract being more particularly described as follows:

COMMENCING at the southwest corner of said South Half, thence along the west line of said South Half on a Kansas coordinate system of 1983 south zone grid bearing of N01°56'19"W, 578.08 feet; thence N88°03'41"E, 50.00 feet to the POINT OF BEGINNING; thence along the east right-of-way line of Rock Road, N01°56'19"W, 743.13 feet to the north line of said South Half; thence along said north line, N89°38'19"E, 582.40 feet; thence S00°21'41"E, 57.82 feet; thence S22°29'28"W, 362.90 feet; thence S03°00'44"E, 254.54 feet to a point on a non-tangent curve to the left; said curve to the left having a central angle of 12°10'15", a radius of 479.00 feet, and a long chord distance of 101.56 feet, bearing S64°02'15"W, thence along the said curve to the left 101.75 feet being the north line of Deer Run Street, Deer Run Final Plat, Bel Aire, Sedgwick County, Kansas; thence along said north line of said Deer Run Street for the next four course being a point on a curve to the right, said curve to the right having a central angle of 11°47'45", a radius of 571.00 feet, and a long chord distance of 117.35 feet, bearing S63°51'00"W, thence along the said curve to the right 117.56 feet to a point on a curve to the right, said curve to the right having a central angle of 34°09'51", a radius of 200.00 feet, and a long chord distance of 117.50 feet, bearing S86°49'49"W, thence along the said curve 119.26 feet to a point on a curve to the left, said curve having a central angle of 15°51'03", a radius of 200.00 feet, and a long chord distance of 55.15 feet, bearing N84°00'47"W, thence along the said curve 55.33 feet; thence S88°03'41"W, 63.38 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 345,894 square feet or 7.94 acres of land, more or less.

Exhibit B

Illustrations of Tracts 1 and 2 and Easement Tract

