



AGENDA
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
May 17, 2022 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage

II. ROLL CALL

Greg Davied ____ Emily Hamburg ____ Justin Smith ____ John Welch ____

III. OPENING PRAYER: Father Terry Hedrick

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

V. PROCLAMATION:

A. Public Works Week - May 16-20, 2022

B. Kids to Parks Day, May 21, 2022

C. Memorial Day - May 30, 2022

VI. DETERMINE AGENDA ADDITIONS

VII. CONSENT AGENDA

A. Minutes of the May 3, 2022 City Council meeting.

B. City Council Minutes of the May 10, 2022 Special Meeting.

C. Accept Petitions for Paving, Sanitary Sewer, Storm Water Drain, and Water Distribution System Improvements to serve Cedar Pass, Phases 1 and 2.

D. Approve Authorizing Resolutions for Paving, Sanitary Sewer, Storm Water Drain, and Water Distribution System Improvements to serve Cedar Pass, Phases 1 and 2.

E. Accept Petitions for Paving, Sanitary Sewer, Storm Water Drain, and Water Distribution System to serve Chapel Landing 5th Phases 1 and 2.

F. Approve Authorizing Resolutions for Paving, Sanitary Sewer, Storm Water Drain, and Water Distribution System to serve Chapel Landing 5th Phases 1 and 2.

G. Accept Petitions for Paving, Sidewalk, Sewer, Storm Water Drain, and Water Distribution System Improvements to serve Skyview at Block 49 2nd Addition Phase 1.

H. Approve Authorizing Resolutions for Paving, Sidewalk, Sewer, Storm Water Drain, and Water Distribution System Improvements to serve Skyview at Block 49 2nd Addition Phase 1.

Action: Motion to (approve / table / deny) the Consent Agenda as (listed / amended) and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 22-09 in the amount of \$2,204,531.19.

Action: Motion to (approve / deny / table) Appropriations Ordinance 22-09.

Motion _____ Second _____ Vote _____

IX. CITY REQUESTED APPEARANCES

A. Woodlawn update from MKEC

B. Catholic Care Center

X. CITIZEN CONCERNS: *If you wish to speak, please fill out a "Request to Speak" card at the podium and give it to the City Clerk before the meeting begins. When you are called on by the Mayor, please go to the podium, speak into the microphone, and state your name and address before giving your comments. Please limit your comments to 3 minutes in the interest of time. If more time is needed, you may request an extension from the Mayor..*

XI. PUBLIC HEARING

A. Catholic Care Center - The purpose of the public hearing is to give property owners and other interested parties the opportunity to speak on the proposed issuance by the City of its Health Care Facilities Revenue Bonds (Catholic Care Center) in one or more series (the "Bonds"), in an aggregate principal amount of not to exceed \$25,000,000, the proceeds of which will be loaned to Catholic Care Center, Inc., a Kansas not for profit corporation.

Action: Motion to close the public hearing.

Motion _____ Second _____ Vote _____

XII. REPORTS

A. Council Member Reports

B. Mayor's Report

C. City Attorney Report

D. City Manager Report

XIII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of A Resolution Amending Resolution No. R-22-12 Of The City Of Bel Aire, Kansas, Which Determined The Advisability Of Issuing Health Care Facilities Revenue Bonds (Catholic Care Center), Series 2022, In One Or More Series, To Provide Funds For The Purpose Of Financing Improvements To Health Care And Retirement Facilities Owned And Operated By Catholic Care Center, Inc.; And Authorized Execution Of Certain Related Documents.

Action: Motion to (approve / deny / table) A Resolution Amending Resolution No. R-22-12 Of The City Of Bel Aire, Kansas, Which Determined The Advisability Of Issuing Health Care Facilities Revenue Bonds (Catholic Care Center), Series 2022, with the following fees: _____, In One Or More Series, To Provide Funds For The Purpose Of Financing Improvements To Health Care And Retirement Facilities Owned And Operated By Catholic Care Center, Inc.; And Authorized Execution Of Certain Related Documents, and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

B. Consideration of An Ordinance Authorizing The City Of Bel Aire, Kansas, To Issue Its Health Care Facilities Revenue Bonds (Catholic Care Center), Series 2022, In One Or More Series, To Provide Funds For The Purpose Of Financing And Refinancing Improvements To Health Care And Retirement Facilities Owned And Operated By Catholic Care Center, Inc.; And Approving Certain Documents And Actions In Connection With The Issuance Of Said Bonds.

Action: Motion to (approve / deny / table) An Ordinance Authorizing The City Of Bel Aire, Kansas, To Issue Its Health Care Facilities Revenue Bonds (Catholic Care Center), Series 2022, In One Or More Series, To Provide Funds For The Purpose Of Financing And Refinancing Improvements To Health Care And Retirement Facilities Owned And Operated By Catholic Care Center, Inc.; And Approving Certain Documents And Actions In Connection With The Issuance Of Said Bonds, and authorize the Mayor to sign.

Motion _____ Second _____

Greg Davied _____ Emily Hamburg _____ Justin Smith _____ John Welch _____

C. Consideration of An Ordinance Authorizing The City Of Bel Aire, Kansas To Issue Its Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) For The Purpose Of Paying Costs To Acquire, Construct And Equip A Senior Residence Facility; And Authorizing Certain Other Related Documents And Actions.

Action: Motion to (approve / deny / table) An Ordinance Authorizing The City Of Bel Aire, Kansas To Issue Its Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) For The Purpose Of Paying Costs To Acquire, Construct And Equip A Senior Residence Facility; And Authorizing Certain Other Related Documents And Actions (as presented / amended) and authorize the mayor to sign.

Motion _____ Second _____

Greg Davied _____ Emily Hamburg _____ Justin Smith _____ John Welch _____

D. Consideration of a bid for removal and replacement of fire hydrants and installation of valves at various locations. Three bids were received:

| | |
|--|-----------------|
| McCullough Excavation | \$71,350 |
| Nowak Construction | \$44,400 |
| Utility Maintenance Contractors (UMC) | \$39,175 |

Action: Motion to (accept / deny / table) the bid from _____ in the amount of \$_____ for removal and replacement of fire hydrants and installation of valves, and authorize all required signatures.

Motion _____ Second _____ Vote _____

E. Consideration of a bid for 2022 Outsourced Sanitary Sewer cleaning and televising. Two bids were received:

| | |
|--|--------------------|
| Mayer Specialty Services | \$52, 850.00 |
| Utility Maintenance Contractors (UMC) | \$50,313.20 |

Action: Motion to (accept / deny / table) the bid from _____ in the amount of \$_____ for 2022 Outsourced Sanitary Sewer cleaning and televising.

Motion _____ Second _____ Vote _____

F. Consideration of a Memorandum of Understanding between the City of Bel Aire, Kansas and Terry Beall (Municipal Court Judge).

Action: Motion to (approve / deny / table) the Memorandum of Understanding between the City of Bel Aire, Kansas and Terry Beall and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

G. Consideration of an Agreement for Professional Services with Garver for Cedar Pass (Rock Spring 5th) in the amount of \$507,000.

Action: Motion to (approve / deny / table) an Agreement for Professional Services with Garver for Cedar Pass (Rock Spring 5th) in the amount of \$_____ and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

H. Consideration of a Development Agreement for Cedar Pass Addition.

Action: Motion to (accept / deny / table) the Development Agreement for Cedar Pass Addition and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

I. Consideration of a Developer's Agreement for Homestead Senior Landing.

Action: Motion to (accept / deny / table) the Developer's Agreement for Homestead Senior Landing and authorize the Mayor to sign.

Motion _____ Second _____ Vote _____

XIV. EXECUTIVE SESSION

Action: Motion to go into executive session for the sole purpose of discussion the subject of: (_____), pursuant to the KSA 75-4319 exception for: (_____). Invite the City Manager and the City Attorney. The meeting will be for a period of (__) minutes, and the open meeting will resume in City Council Chambers at (_____) PM.

Motion _____ Second _____ Vote _____

XV. DISCUSSION AND FUTURE ISSUES

XVI. ADJOURNMENT

Action: Motion to adjourn.

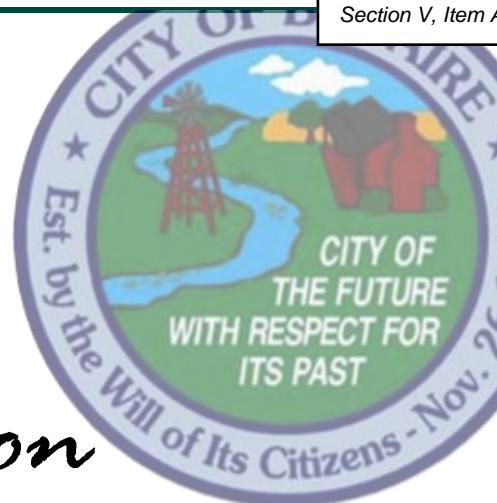
Motion _____ Second _____ Vote _____

Additional Attachments:

- A.** Rec Activities, April 2022
- B.** Planning and Zoning Staff Report, April 2022
- C.** Manager's Report - May 17, 2022

Notice

It is possible that sometime between 6:30 and 7:00 PM immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the Council Chambers or the lobby of City Hall. No one is excluded from these areas during these times. Cox Cable Channel 7 rebroadcasts of this meeting are scheduled daily or can be streamed on YouTube and at www.belaireks.gov. Please make sure all cell phones and other electronics are turned off and put away.



Proclamation

National Public Works Week, May 15-21, 2022

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed public is vital to the efficient operation of public works systems and programs including water, sewer, streets, public buildings, solid waste collection, landfill, wastewater disposal, code enforcement and engineering to provide these essential services to our citizens; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skills of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Jim Benage, Mayor of the City of Bel Aire, do hereby proclaim the week of May 15-21, 2022 as **National Public Works Week** in the City of Bel Aire, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

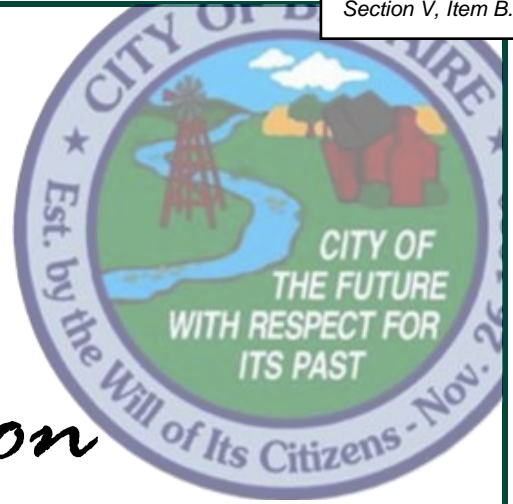
IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 17th day of May, 2022.

Jim Benage, Mayor





**KIDS TO
PARKS DAY**
NATIONAL PARK TRUST



Proclamation

KIDS TO PARKS DAY 2022

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, May 21, 2022, is the twelfth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, and hypertension; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

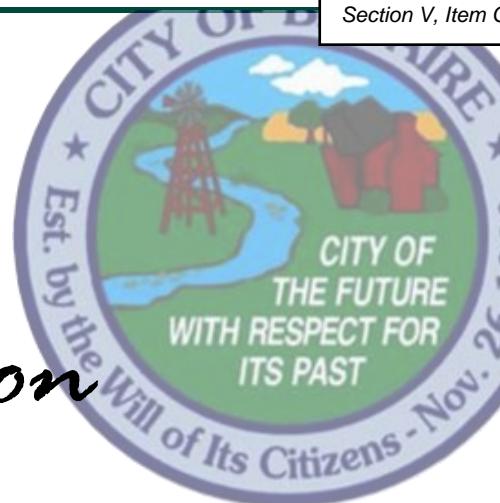
WHEREAS, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors; and

NOW THEREFORE, I, Mayor, Jim Benage do hereby proclaim May 21, 2022, as **Kids to Parks Day**.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 17th day of May, 2022.

Jim Benage, Mayor





Proclamation

Memorial Day 2022

TO THE CITIZENS OF BEL AIRE, KANSAS, GREETINGS:

WHEREAS, since 1868, Memorial Day has been uniquely an American day of remembrance on which we pay our respects and honor the memory of more than one million Americans who died in battle and made the ultimate sacrifice for our country and our freedoms; and

WHEREAS, in keeping with the traditions that have preceded us, many of us have friends and family members who have selflessly given themselves to the future of this great nation and who we honor on this day; and

WHEREAS, these soldiers were someone's child, spouse, parent and it is important that we remember every day, in this great nation, that our freedom came at a price; and

WHEREAS, veterans have bravely served in all parts of the world, not only fighting for our freedoms but for all mankind; and

WHEREAS, the City of Bel Aire Kansas joins with other cities throughout the State of Kansas and the United States of America in honoring those who have given their lives and recognizing that their sacrifices were noble, their heroism unparalleled and their dedication to God and Country unforgettable.

NOW, THEREFORE, I Jim Benage, by virtue of the power and authority vested in me as Mayor of the City of Bel Aire do hereby proclaim May 30th as Memorial Day in the City of Bel Aire and do urge all our citizens to join in remembering our veterans.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of Bel Aire, Kansas this 17th day of May, 2022.

Jim Benage, Mayor





MINUTES
CITY COUNCIL MEETING
7651 E. Central Park Ave, Bel Aire, KS
May 03, 2022 7:00 PM



I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 7:00 p.m.

II. ROLL CALL

Greg Davied, Justin Smith, and John Welch were present.

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, City Engineer Anne Stephens and City Clerk Melissa Krehbiel.

III. OPENING PRAYER: Mark Posson provided the opening prayer.

IV. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

Mayor Benage led the pledge of allegiance.

V. PROCLAMATION:

A. Older Americans Month - May 2022

B. Public Service Recognition Week - May 1-7, 2022

Mayor Benage read and signed the proclamations.

VI. DETERMINE AGENDA ADDITIONS – There were no additions.

VII. CONSENT AGENDA

A. Minutes of the April 19, 2022 City Council meeting.

MOTION: Councilmember Smith moved to approve the Consent Agenda and authorize the Mayor to sign. Councilmember Davied seconded the motion. ***Motion carried 3-0.***

VIII. DISCUSSION AND APPROVAL OF APPROPRIATIONS ORDINANCE

A. Consideration of Appropriations Ordinance 22-08 in the amount of \$587,151.02

MOTION: Councilmember Davied moved to approve Appropriations Ordinance 22-08. Councilmember Smith seconded the motion. ***Motion carried 3-0.***

IX. CITY REQUESTED APPEARANCES: None

X. CITIZEN CONCERNS: No one spoke.

XI. REPORTS

A. Council Member Reports

Councilmember Smith reported he attended the Arbor Day celebration last Saturday and he thanked the Tree Board and City staff for their work on the event.

Councilmember Welch reported he attended the E-recycling and shredding event last Saturday and thanked the Lions for putting on the event.

B. Mayor's Report

Mayor Benage briefly reported on the April 28th meeting of the Chisholm Creek Utility Authority (CCUA), and the Mayor’s Conference held on April 28th through the 30th in Manhattan, Kansas.

There are two open positions on the Tree Board and one application has been received. Applications for Ms. Wynn’s council seat will be accepted through May 19th. Those who applied for Dr. Schroeder’s council seat, but who are not appointed tonight, will be asked if they wish to be considered for Ms. Wynn’s seat.

Regarding the recent tornado in Andover, the Bel Aire City Manager and Police Chief have offered their assistance. Mayor Benage asked that citizens keep the people of Andover in their prayers.

On May 9th, a four-way stop will be installed at Rock Road and 53rd Street, and KDOT will begin installing right turn lanes at K-254 and Rock Road.

Mayor Benage briefly reported on upcoming events:

- May 4th - Bel Aire Chamber of Commerce will sponsor an open house at Clinic In A Can.
- May 5th - A blood donation event will be held at the Catholic Care Center.
- May 14th- Sedgwick County Association of Cities (SCAC) meets at 8:30 a.m. at Maize City Hall.
- May 17th- Bel Aire Recovery Center will have an open house.
- June 18th - Coffee with the Mayor will be held; more details coming soon.

C. City Attorney Report

City Attorney Kelly briefly reported on the Council Vacancy Policy and how appointees are confirmed. She also briefly reported on irrigation backflow compliance and ADA compliance on the City’s online communications.

D. City Manager Report

- City Manager Lasher reported that 113 vehicles went through the E-Recycling and Shredding event last Saturday.
- Public works will complete seasonal street sweeping soon. Residents can follow the City on social media to see when to move their cars in advance of sweeping.
- Sewer line rehabilitation for Pearson’s Addition neighborhood has begun and will take about 7 weeks to complete.
- Congratulations to Ted Henry and the Finance Department for receiving the Distinguished Budget Presentation Award from the Government Finance Officer’s Association (GFOA) for the current budget year.
- Also, congratulations to Northeast Magnet for being named as one of the Best High Schools in Kansas in 2022 by US News.

XII. ORDINANCES, RESOLUTIONS AND FINAL ACTIONS

A. Consideration of Mayor Benage’s reappointment of Paul Matzek to the Bel Aire Area Planning Commission. The term will be for three years.

MOTION: Councilmember Smith moved to accept the Mayor’s reappointment of Paul Matzek to the Bel Aire Area Planning Commission. Councilmember Welch seconded the motion. *Motion carried 3-0.*

B. Consideration of Mayor Benage’s reappointment of James Schmidt to the Bel Aire Area Planning Commission. The term will be for three years.

MOTION: Councilmember Davied moved to accept the Mayor’s reappointment of James Schmidt to the Bel Aire Area Planning Commission. Councilmember Welch seconded the motion. *Motion carried 3-0.*

C. Consideration of adopting the 2022 Municipal Water Conservation Plan for the City of Bel Aire.

MOTION: Councilmember Davied moved to approve the 2022 Municipal Water Conservation Plan for the City of Bel Aire and authorize the Mayor to sign. Councilmember Welch seconded the motion. *Motion carried 3-0.*

D. Consideration of an Ordinance changing the zoning classification from AG Agricultural to M-1 Planned Unit Development – Industrial District on certain property located within the corporate city limits of the City of Bel Aire, Kansas (1/4 mile east of Rock Road and K-254 Highway).

MOTION: Councilmember Smith moved to accept an Ordinance changing the zoning classification from AG Agricultural to M-1 Planned Unit Development – Industrial District on certain property located within the corporate city limits of the City of Bel Aire, Kansas (1/4 mile east of Rock Road and K-254 Highway) and authorize the Mayor to sign. Councilmember Davied seconded the motion.

Roll Call Vote:

Jim Benage - Aye Greg Davied- Aye Justin Smith- Aye John Welch- Aye
Motion carried 4-0.

- E. Consideration of an Ordinance changing the zoning classification from C-1 Commercial to R-5b Zero Lot Line Residential on certain property located within the corporate city limits of the City of Bel Aire, Kansas (Elk Creek 3rd).**

MOTION: Councilmember Benage moved to accept an Ordinance changing the zoning classification from C-1 Commercial to R-5b Zero Lot Line Residential on certain property located within the corporate city limits of the City of Bel Aire, Kansas (Elk Creek 3rd) and authorize the Mayor to sign. Councilmember Smith seconded the motion.

Roll Call Vote:

Jim Benage - Aye Greg Davied- Aye Justin Smith- Aye John Welch- Aye

Motion carried 4-0.

- F. Consideration of An Order Vacating A Portion of the 54th Street Right-of-Way in Sunflower Commerce Park 2nd, Located Within The Corporate City Limits Of The City Of Bel Aire, Kansas.**

MOTION: Councilmember Davied moved to approve An Order Vacating A Portion Of the 54th Street Right-of-Way in Sunflower Commerce Park 2nd, Located Within The Corporate City Limits Of The City Of Bel Aire, Kansas and authorize the Mayor to sign. Councilmember Welch seconded the motion.

Roll Call Vote:

Jim Benage - Aye Greg Davied- Aye Justin Smith- Aye John Welch- Aye

Motion carried 4-0.

- G. Consideration of the Change Order Request from Kansas Paving for additional depth for the concrete sidewalk in Skyview at Block 49 in the amount of \$15,771.60.**

MOTION: Councilmember Smith moved to approve the Change Order Request from Kansas Paving in the amount of \$15,771.60 for Skyview at Block 49 - Paving, and authorize the Mayor to sign all related documents. Councilmember Davied seconded the motion. *Motion carried 3-0.*

- H. Consideration of the Change Order Request from Kansas Paving for a reconciliation of quantities for Rock Spring 3rd, Phase 2 Paving in the amount of \$10,510.00.**

MOTION: Councilmember Davied moved to approve the Change Order Request from Kansas Paving in the amount of \$10,510.00 for Rock Spring 3rd, Phase 2 - Paving, and authorize the Mayor to sign all related documents. Councilmember Smith seconded the motion. *Motion carried 3-0.*

- I. Consideration of the Mayor's reappointment of City Manager Ty Lasher.**

MOTION: Councilmember Smith moved to accept the Mayor's reappointment of Ty Lasher to City Manager. Councilmember Davied seconded the motion. *Motion carried 3-0.*

J. Consideration of the Mayor's reappointment of City Attorney Jacqueline Kelly.

MOTION: Councilmember Davied moved to accept the Mayor's reappointment of Jacqueline Kelly to City Attorney. Councilmember Smith seconded the motion. *Motion carried 3-0.*

K. Consideration of the Mayor's reappointment of Municipal Judge Terry Beall.

MOTION: Councilmember Davied to accept the Mayor's reappointment of Terry Beall to Municipal Judge. Councilmember Smith seconded the motion. *Motion carried 3-0.*

L. Consideration Of A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Determining The Advisability Of Issuing Health Care Facilities Revenue Bonds (Catholic Care Center), Series 2022, In One Or More Series, To Provide Funds For The Purpose Of Financing Improvements To Health Care And Retirement Facilities Owned And Operated By Catholic Care Center, Inc.; And Authorizing Execution Of Certain Related Documents.

MOTION: Councilmember Smith moved to approve A Resolution Of The Governing Body Of The City Of Bel Aire, Kansas Determining The Advisability Of Issuing Health Care Facilities Revenue Bonds (Catholic Care Center), Series 2022, In One Or More Series, To Provide Funds For The Purpose Of Financing Improvements To Health Care And Retirement Facilities Owned And Operated By Catholic Care Center, Inc.; And Authorizing Execution Of Certain Related Documents, and authorize the Mayor to sign. Councilmember Davied seconded the motion. *Motion carried 3-0.*

M. Consideration of the Mayor's appointment of Emily Hamburg to the Bel Aire City Council. This is to fill the open seat vacated by Dr. Joel Schroeder. The term will end on December 5, 2023.

MOTION: Councilmember Davied moved to accept the Mayor's appointment of Emily Hamburg to the Bel Aire City Council seat vacated by Dr. Joel Schroeder. Councilmember Welch seconded the motion. *Motion carried 3-0.*

XIII. EXECUTIVE SESSION

MOTION: Councilmember Welch moved to go into executive session for the sole purpose of discussing the subject of: matters of non-elected personnel contracted employees, pursuant to the KSA 75-4319 exception for: the same. At some point the Council may invite Ty Lasher and/or Jacqueline Kelly into this session. The meeting will be for a period of 30 minutes, and the open meeting will resume in City Council Chambers at 8:39 PM. Councilmember Smith seconded the motion. *Motion carried 3-0.*

The Council then adjourned for executive session. At 8:39 p.m. the Council returned to the Council Chambers. Mayor Benage stated no binding action was taken and called the meeting back to order in open session.

XIV. DISCUSSION AND FUTURE ISSUES**Workshop - May 10th at 6:30 p.m.?**

The Council briefly discussed the agenda for the next workshop. The workshop will be held on May 10th at 6:45 p.m., following a special meeting to swear-in new councilmember Emily Hamburg.

XV. ADJOURNMENT

MOTION: Councilmember Smith moved to adjourn. Councilmember Davied seconded the motion. *Motion carried 3-0.*

The meeting adjourned at 8:43 p.m.



**MINUTES
SPECIAL CITY COUNCIL
MEETING**

**7651 E. Central Park Ave, Bel Aire, KS
May 10, 2022 6:30 PM**



I. CALL TO ORDER: Mayor Jim Benage called the meeting to order at 6:30 p.m.

II. ROLL CALL

Present were Greg Davied, Justin Smith, and John Welch.

Also present were City Manager Ty Lasher, City Attorney Jacqueline Kelly, City Engineer Anne Stephens, and City Clerk Melissa Krehbiel.

III. SWEARING-IN OF NEW COUNCIL MEMBER EMILY HAMBURG

City Clerk Krehbiel administered the Oath of Office to Ms. Hamburg. Councilmember Hamburg then signed the Oath and took her seat with the Council.

IV. OTHER BUSINESS: None.

V. EXECUTIVE SESSION

MOTION: Councilmember Smith moved to go into executive session for the sole purpose of discussing the subject of: matters of non-elected personnel contracted employees; pursuant to the KSA 75-4319 exception for the same. At some point the council MAY invite Ty Lasher and or Jacqueline Kelly into this session. The meeting will be for a period of 20 minutes, and the open meeting will resume in Council Chambers at 6:53 PM. Councilmember Welch seconded the motion. *Motion carried 4-0.*

The Council then adjourned for executive session. At 6:53 p.m. the Council returned to the Council Chambers. Mayor Benage stated no binding action was taken and called the meeting to order in open session.

VI. ADJOURNMENT

MOTION: Councilmember Davied moved to adjourn. Councilmember Hamburg seconded the motion. *Motion carried 4-0.*

The meeting adjourned at 6:54 p.m.

PHASE 1 PAVING PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Cedar Pass Addition

Lots 34 – 63, Block B

Lots 6 – 32, Block C

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on **TOBEN DRIVE** from the north line of 53rd Street North to the north line of Lot 6, Block C, Cedar Pass Addition, **TOBEN COURT** from the east line of Toben Drive to and including cul-de-sac (serving lots 17 – 32, Block C); **TOBEN COURT** from the west line of Toben Drive to and including cul-de-sac (serving Lots 55 – 63, Block B); and **TOBEN COURT** from the west line of Toben Drive to and including cul-de-sac (serving Lots 34 – 48, Block B).

That said pavement on Toben Drive between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-five (35) feet. Said pavement on Toben Court(s) between aforesaid limits shall be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5-foot-wide sidewalk shall be installed along Toben Drive adjacent to the new pavement.

- (b) That the estimated and probable cost of the foregoing improvement being Seven Hundred Seventy-Seven Thousand Dollars (\$777,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after January 1, 2022.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Cedar Pass Addition

Lots 34 – 63, Block B

Lots 6 – 32, Block C

The above listed lots shall each pay 1/57 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

Cedar Pass Addition

Lots 34 – 63, Block B
Lots 6 – 32, Block C

By:  04/01/2022
Eugene Vitarelli, Managing Member
Northeast Developers, LLC

PHASE 1 SANITARY SEWER PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Cedar Pass Addition

Lots 8 – 13, Block B

Lots 26 – 63, Block B

Lots 5 – 32, Block C

Lot 33, Block C

Lot 34, Block C

Lot 35, Block C

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Four Hundred Seventy-Two Thousand Dollars (\$472,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2022.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the

redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Cedar Pass Addition

Lots 8 – 13, Block B

Lots 26 – 63, Block B

Lots 5 – 32, Block C

The above-mentioned lots shall each pay $1/86$ of the total cost of the improvements.

Lot 33, Block C shall pay $3/86$ of the total cost of the improvements.

Lot 34, Block C shall pay $4/86$ of the total cost of the improvements.

Lot 35, Block C shall pay $7/86$ of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Bel Aire.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the

area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

Cedar Pass Addition

- Lots 8 – 13, Block B
- Lots 26 – 63, Block B
- Lots 5 – 32, Block C
- Lot 33, Block C
- Lot 34, Block C
- Lot 35, Block C

By:  04/01/2022
Eugene Vitarelli, Managing Member
Northeast Developers, LLC

PHASE 1 STORM WATER DRAIN PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Cedar Pass Addition

Lots 1 – 82, Block A

Lots 1 – 63, Block B

Lots 1 – 32, Block C

Lot 33, Block C

Lot 34, Block C

Lot 35, Block C

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed storm sewer pipe and mass grading to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being One Million Ninety-Two Thousand Dollars (\$1,092,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after January 1, 2022.
- (c) (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such

costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Cedar Pass Addition

Lots 1 – 82, Block A

Lots 1 – 63, Block B

Lots 1 – 32, Block C

The above-mentioned lots shall each pay 1/205 of the total cost of the improvements.

Lot 33, Block C shall pay 6/205 of the total cost of the improvements.

Lot 34, Block C shall pay 8/205 of the total cost of the improvements.

Lot 35, Block C shall pay 14/205 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

Cedar Pass Addition

- Lots 1 – 82, Block A
- Lots 1 – 63, Block B
- Lots 1 – 32, Block C
- Lot 33, Block C
- Lot 34, Block C
- Lot 35, Block C

By:  04/01/2021
Eugene Vitarelli, Managing Member
Northeast Developers, LLC

PHASE 1 WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Cedar Pass Addition

Lots 34 -63, Block B

Lots 6 – 32, Block C

Lot 33, Block C

Lot 34, Block C

Lot 35, Block C

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Three Hundred and Sixty-Eight Thousand Dollars (\$368,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after January 1, 2022.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing water main, such benefit fee to be in the total amount of Sixty-Three Thousand Seven Hundred Thirty-Nine Dollars and 78 cents, (\$63,739.78) apportioned as follows:

For the Residential Lots (totaling = \$43,548.00), assessed equally per Lot over 57 Lots for a per lot assessment of \$764.00;

For Lot 33, Block C an assessment of \$4,229.32

For Lot 34, Block C, an assessment of \$5,700.64

For Lot 35, Block C an assessment of \$10,261.81

- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Cedar Pass Addition

Lots 34 -63, Block B

Lots 6 – 32, Block C

The above listed lots shall each pay 1/71 of the total cost of improvements.

That Lot 33, Block C shall pay 3/71 of the total cost of the improvements.

That Lot 34, Block C shall pay 4/71 of the total cost of the improvements.

That Lot 35, Block C shall pay 7/71 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

Cedar Pass Addition

Lots 34 -63, Block B
Lots 6 - 32, Block C
Lot 33, Block C
Lot 34, Block C
Lot 35, Block C

By:  04/01/2022
Eugene Vitarelli, Managing Member
Northeast Developers, LLC

PHASE 2 PAVING PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Cedar Pass Addition

Lots 1 – 82, Block A

Lots 1 - 33, Block B

Lots 1 - 5, Block C

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on **CYPRESS STREET** from the north line of 53rd Street North to the west line of Toben, **CYPRESS COURT(S)** from the west line of Cypress Street to and including cul-de-sacs (serving lots 1 – 12, Block A, Lots 13 – 25, Block A, Lots 26 – 45, Block A, and Lots 46 – 69, Block A; **CYPRESS COURT** from the east line Cypress Street to and including cul-de-sac (serving Lots 1 – 14, Block B); and **TOBEN DRIVE**, from the north line of Lot 6, Block C to the north line of the Addition.

That said pavement on Toben Drive and Cypress Street between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-five (35) feet. Said pavement on Toben Court(s) between aforesaid limits shall be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5-foot-wide sidewalk shall be installed along Toben Drive and Cypress Street adjacent to the new pavement.

- (b) That the estimated and probable cost of the foregoing improvement being One Million Six Hundred and Thirty-Six Thousand Dollars (\$1,636,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after January 1, 2022.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Cedar Pass Addition

Lots 1 – 82, Block A

Lots 1 - 33, Block B

Lots 1 - 5, Block C

The above listed lots shall each pay 1/120 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

Cedar Pass Addition

Lots 1 – 82, Block A
Lots 1 - 33, Block B
Lots 1 - 5, Block C

By:  04/01/2022
Eugene Vitarelli, Managing Member
Northeast Developers, LLC

PHASE 2 SANITARY SEWER PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Cedar Pass Addition

Lots 1-82, Block A
Lots 1 – 7, Block B
Lots 14 – 25, Block B
Lots 1-4, Block C

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Five Hundred Seventy-Six Thousand Dollars (\$576,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2022.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be

assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Cedar Pass Addition

Lots 1-82, Block A
 Lots 1 – 7, Block B
 Lots 14 – 25, Block B
 Lots 1-4, Block C

The above-mentioned lots shall each pay 1/105 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Bel Aire.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed

and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

Cedar Pass Addition

Lots 1-82, Block A
Lots 1 – 7, Block B
Lots 14 – 25, Block B
Lots 1-4, Block C

By:  04/01/2022
Eugene Vitarelli, Managing Member
Northeast Developers, LLC

PHASE 2 WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Cedar Pass Addition

Lots 1 – 82, Block A

Lots 1 - 33, Block B

Lots 1 - 5, Block C

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Six Hundred and Twenty-Two Thousand Dollars (\$622,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after January 1, 2022.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing water main, such benefit fee to be in the total amount of Ninety-One Thousand Six Hundred and Eighty Dollars and 00 cents, (\$91,680.00) apportioned as follows:

For the Residential Lots, assessed equally per Lot over 120 Lots for a per lot assessment of \$764.00;

- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Cedar Pass Addition

Lots 1 – 82, Block A

Lots 1 - 33, Block B

Lots 1 - 5, Block C

The above listed lots shall each pay 1/120 of the total cost of improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the

area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.


WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

Cedar Pass Addition

Lots 1 – 82, Block A
Lots 1 - 33, Block B
Lots 1 - 5, Block C

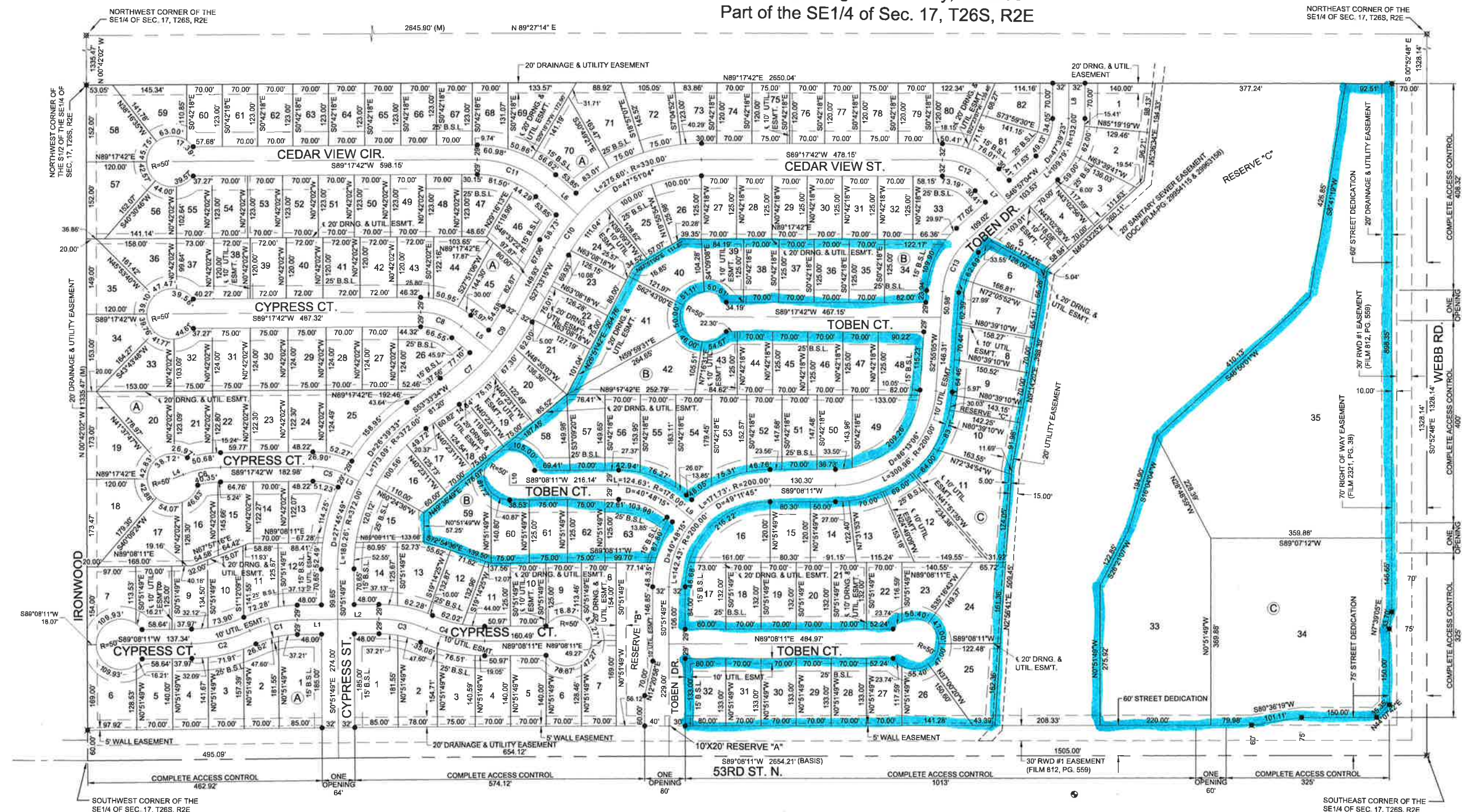
By:  04/01/2022
Eugene Vitarelli, Managing Member
Northeast Developers, LLC

 = PHASE 1 WATER PETITION

Section VII, Item C.

CEDAR PASS ADDITION

Bel Aire, Sedgwick County, Kansas
Part of the SE1/4 of Sec. 17, T26S, R2E



| Line Table | | |
|------------|--------|-------------|
| Line # | Length | Direction |
| L1 | 80.00 | S89°08'11"W |
| L2 | 80.00 | N89°08'11"E |
| L3 | 30.96 | N63°05'59"W |
| L4 | 21.96 | N67°57'16"E |
| L5 | 78.98 | S50°59'12"E |
| L6 | 84.69 | S48°33'22"E |
| L7 | 62.41 | N43°02'56"W |
| L8 | 70.00 | S00°42'18"E |
| L9 | 44.03 | S50°03'33"E |
| L10 | 21.00 | S00°51'49"E |

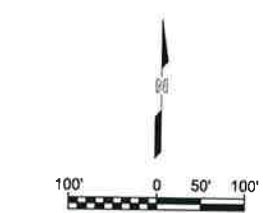
| Curve Table | | | |
|-------------|--------|--------|-----------|
| Curve # | Length | Radius | Delta |
| C1 | 97.11 | 228.00 | 24°17'53" |
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| C3 | 97.11 | 228.00 | 24°17'53" |
| C4 | 119.32 | 279.00 | 24°17'53" |
| C5 | 65.20 | 135.32 | 27°36'19" |
| C6 | 74.49 | 200.00 | 21°20'26" |
| C7 | 114.25 | 450.00 | 14°32'46" |
| C8 | 86.65 | 125.00 | 39°43'06" |
| C9 | 90.00 | 450.00 | 11°27'33" |
| C10 | 80.00 | 330.00 | 13°53'24" |
| C11 | 147.13 | 200.00 | 42°08'56" |
| C12 | 99.81 | 120.00 | 47°39'22" |
| C13 | 115.28 | 150.00 | 44°02'00" |

| MINIMUM BUILDING PAD ELEVATION FOR LOWEST OPENING INTO STRUCTURES | | |
|---|---|----------------------|
| BLOCK | LOT NO. | ELEVATION (NAVD8) |
| D | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 24, 25, 33, 35 | 1395.0 |

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(BASIS) = Basis of Bearings = Kansas Coordinate System of 1983 South Zone Grid Bearing
M = Measured
D = Described
C = Calculated
S.S.L. = Building Setback Line
C.A.C. = Complete Access Control

5/8" REBAR W/CAP (FOUND - ORIGIN UNKNOWN)
1/2" REBAR W/GARVER CAP (SET)
MONUMENT TO BE SET WITH THE STREET CONSTRUCTION PROJECT BY THE STREET DESIGNER

BENCHMARK #1:
CHISELED SQUARE AT THE NORTHWEST CORNER OF A CONCRETE VAULT AT THE NORTHWEST CORNER OF A LIFT STATION, 702' WEST AND 76' SOUTH OF THE SOUTHEAST QUARTER CORNER OF SEC. 17, T26S, R2E, ELEVATION = 1400.08 (NAVD8, G128)

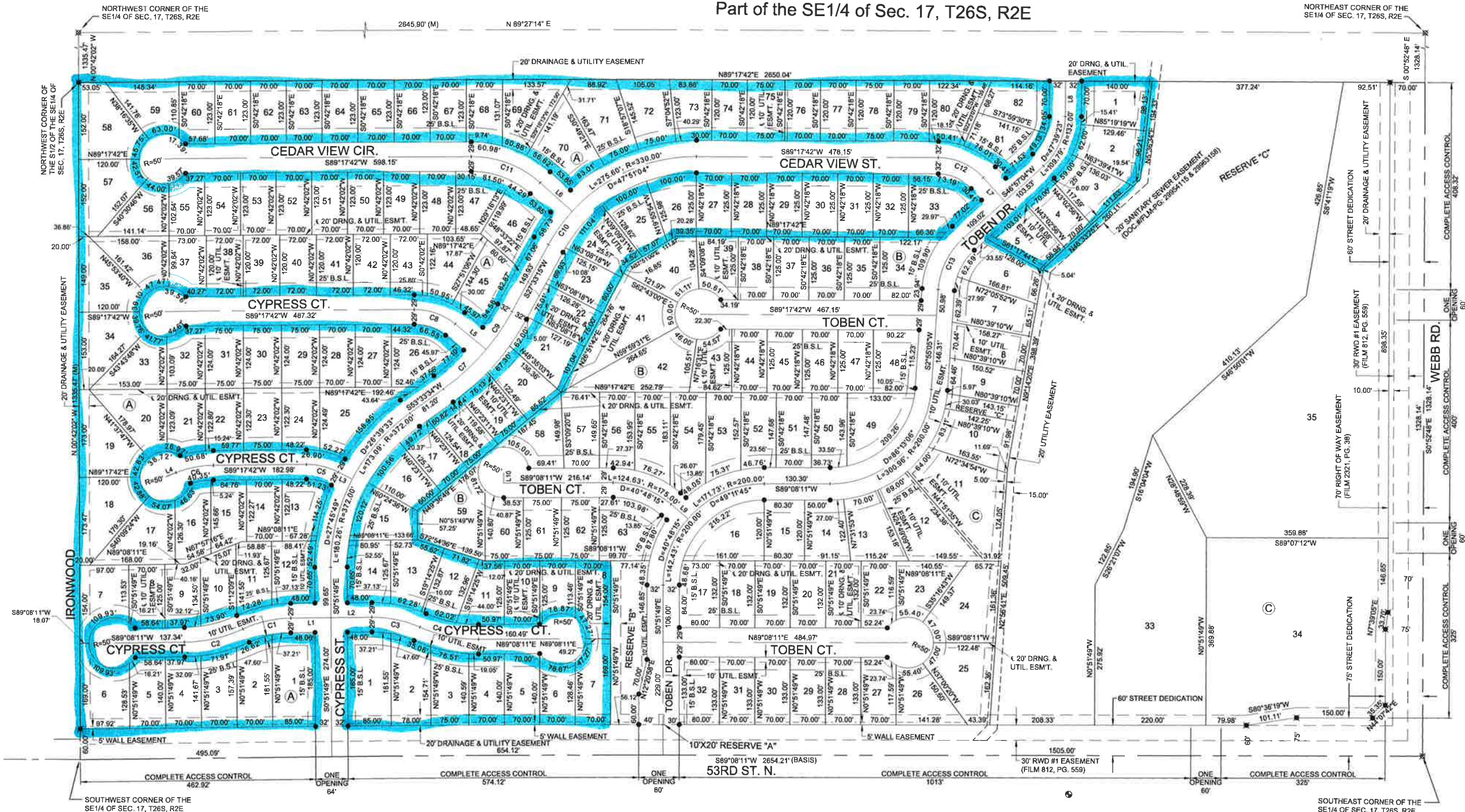
BENCHMARK #2:
CHISELED SQUARE AT THE NORTHWEST CORNER OF A CONCRETE VAULT AT THE NORTHWEST CORNER OF THE CITY OF WICHITA CHLORINATION BUILDING, 702' WEST AND 76' SOUTH OF THE NORTHEAST QUARTER CORNER OF SEC. 20, T26S, R2E, ELEVATION = 1400.08 (NAVD8, G128)



CEDAR PASS ADDITION

Bel Aire, Sedgwick County, Kansas
Part of the SE1/4 of Sec. 17, T26S, R2E

Section VII, Item C.



| Line Table | | |
|------------|--------|----------------|
| Line # | Length | Direction |
| L1 | 80.00 | S89° 08' 11\"W |
| L2 | 80.00 | N89° 08' 11\"E |
| L3 | 30.96 | N83° 05' 59\"W |
| L4 | 21.96 | N67° 57' 16\"E |
| L5 | 78.98 | S50° 59' 12\"E |
| L6 | 84.69 | S48° 33' 22\"E |
| L7 | 62.41 | N43° 02' 56\"W |
| L8 | 70.00 | S00° 42' 16\"E |
| L9 | 44.03 | S50° 03' 33\"E |
| L10 | 21.00 | S00° 51' 49\"E |

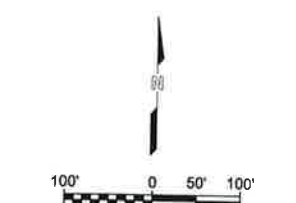
| Curve Table | | | |
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| C12 | 99.81 | 120.00 | 47°39'22\" |
| C13 | 115.28 | 150.00 | 44°02'00\" |

| MINIMUM BUILDING PAD ELEVATION FOR LOWEST OPENING INTO STRUCTURES | | |
|---|---|-----------------------|
| BLOCK | LOT NO. | ELEVATION (NAVD88) |
| D | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 24, 25, 33, 35 | 1395.0 |




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-  5/8\" REBAR W/CAP (FOUND - ORIGIN UNKNOWN)
 1/2\" REBAR W/GARVER CAP (SET)
 MONUMENT TO BE SET WITH THE STREET CONSTRUCTION PROJECT BY THE STREET DESIGNER

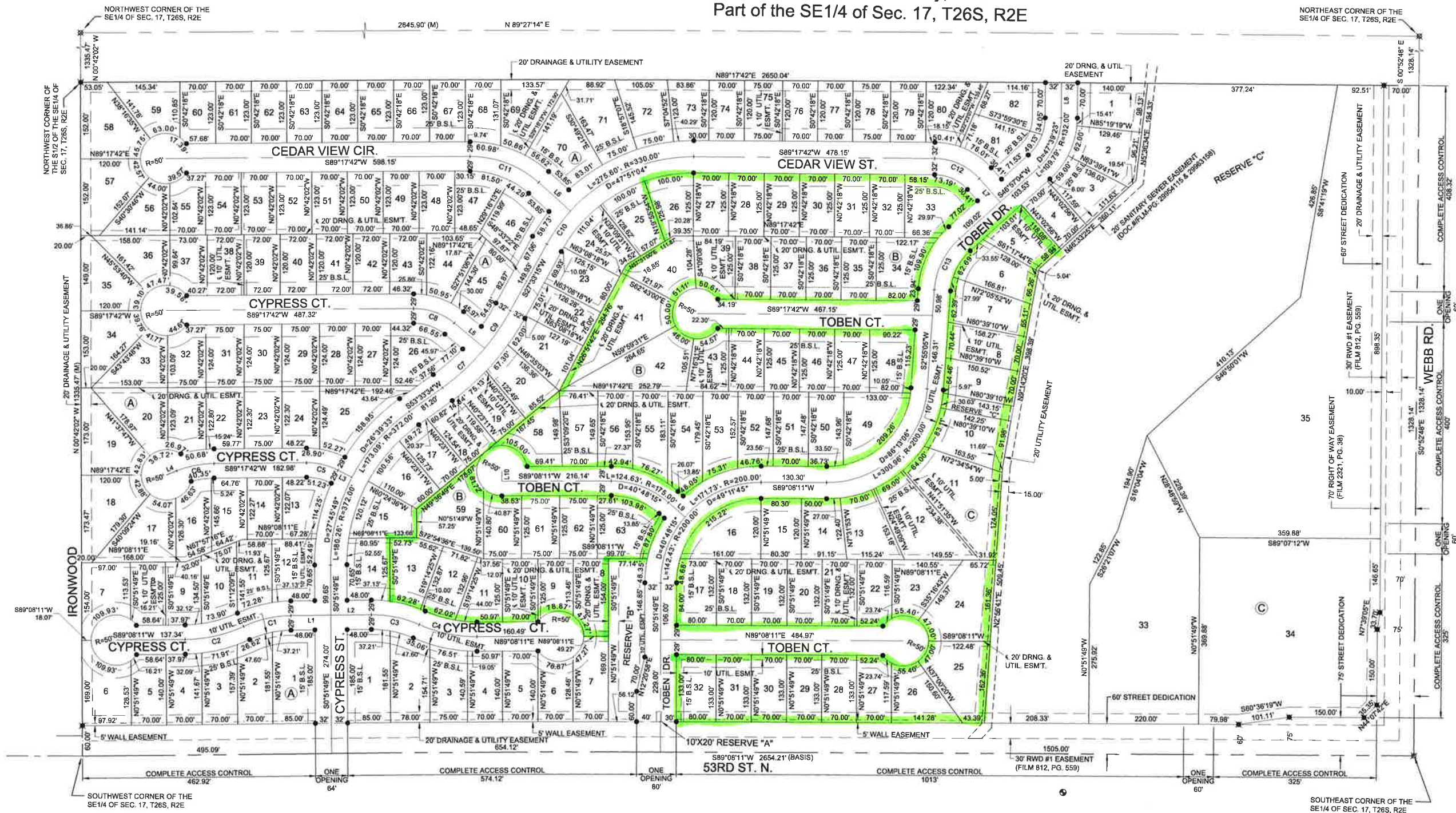
- BENCHMARK #1:
CHISELED SQUARE AT THE NORTHWEST CORNER OF A CONCRETE VAULT AT THE NORTHWEST CORNER OF A LOT STATION, 702' WEST AND 76' SOUTH OF THE SOUTHEAST QUARTER CORNER OF SEC. 17, T26S, R2E, ELEVATION = 1400.08 (NAVD88, G12B)
- BENCHMARK #2:
CHISELED SQUARE AT THE NORTHWEST CORNER OF A CONCRETE VAULT AT THE NORTHWEST CORNER OF THE CITY OF WICHITA CHLORINATION BUILDING, 702' WEST AND 76' SOUTH OF THE NORTHEAST QUARTER CORNER OF SEC. 20, T26S, R2E, ELEVATION = 1400.08 (NAVD88, G12B)

 = PHASE 1 SANITARY PETITION

Section VII, Item C.

CEDAR PASS ADDITION

Bel Aire, Sedgwick County, Kansas
Part of the SE1/4 of Sec. 17, T26S, R2E



| Line Table | | |
|------------|--------|----------------|
| Line # | Length | Direction |
| L1 | 80.00 | S89° 08' 11" W |
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| L5 | 78.98 | S50° 59' 12" E |
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| L7 | 62.41 | N43° 02' 56" W |
| L8 | 70.00 | S00° 42' 18" E |
| L9 | 44.03 | S50° 03' 33" E |
| L10 | 21.00 | S00° 51' 49" E |

| Curve Table | | | |
|-------------|--------|--------|-------------|
| Curve # | Length | Radius | Delta |
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| C6 | 74.49 | 200.00 | 21° 20' 26" |
| C7 | 114.25 | 450.00 | 14° 32' 46" |
| C8 | 86.65 | 125.00 | 39° 43' 06" |
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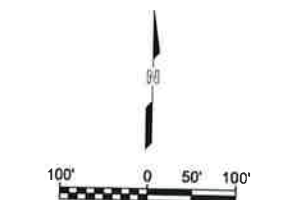
| MINIMUM BUILDING PAD ELEVATION FOR LOWEST OPENING INTO STRUCTURES | | |
|---|---|--------------------|
| BLOCK | LOT NO. | ELEVATION (NAVD88) |
| D | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 24, 25, 33, 35 | 1395.0 |

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M = Measured
D = Described
C = Calculated
B.S.L. = Building Setback Line
C.A.C. = Complete Access Control

SURVEY MARKER LEGEND

5/8" REBAR W/CAP (FOUND - ORIGIN UNKNOWN)
1/2" REBAR W/GARVER CAP (SET)
MONUMENT TO BE SET WITH THE STREET CONSTRUCTION PROJECT BY THE STREET DESIGNER

SHEET 1 OF 2

DWG FILE: 21904012 SURVEY BASE
PROJECT NO. 21904012
MARCH 22, 2022



GARVER
8535 E. 21st Street N
Suite 130
Wichita, KS 67206
(316) 264-8008
www.GarverUSA.com

□ = PHASE 2 SANITARY PETITION

CEDAR PASS ADDITION

Bel Aire, Sedgwick County, Kansas
Part of the SE1/4 of Sec. 17, T26S, R2E

Section VII, Item C.



| Line Table | | |
|------------|--------|--------------|
| Line # | Length | Direction |
| L1 | 80.00 | S89°08'11\"W |
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| L5 | 78.98 | S50°58'12\"E |
| L6 | 84.68 | S48°33'22\"E |
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| L10 | 21.00 | S00°51'49\"E |

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|-------------|--------|--------|------------|
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| MINIMUM BUILDING PAD ELEVATION FOR LOWEST OPENING INTO STRUCTURES | | |
|---|---|-----------------------|
| BLOCK | LOT NO. | ELEVATION (NAVD88) |
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Side yard building setback shall be 16 feet.

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SHEET 1 OF 2

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B.S. = Building Setback Line
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5/8\" REBAR W/CAP (FOUND - ORIGIN UNKNOWN)
1/2\" REBAR W/GARVER CAP (SET)
MONUMENT TO BE SET WITH THE STREET CONSTRUCTION PROJECT BY THE STREET DESIGNER

DWG FILE: 21S04012 SURVEY BASE
PROJECT NO. 21S04012
MARCH 22, 2022

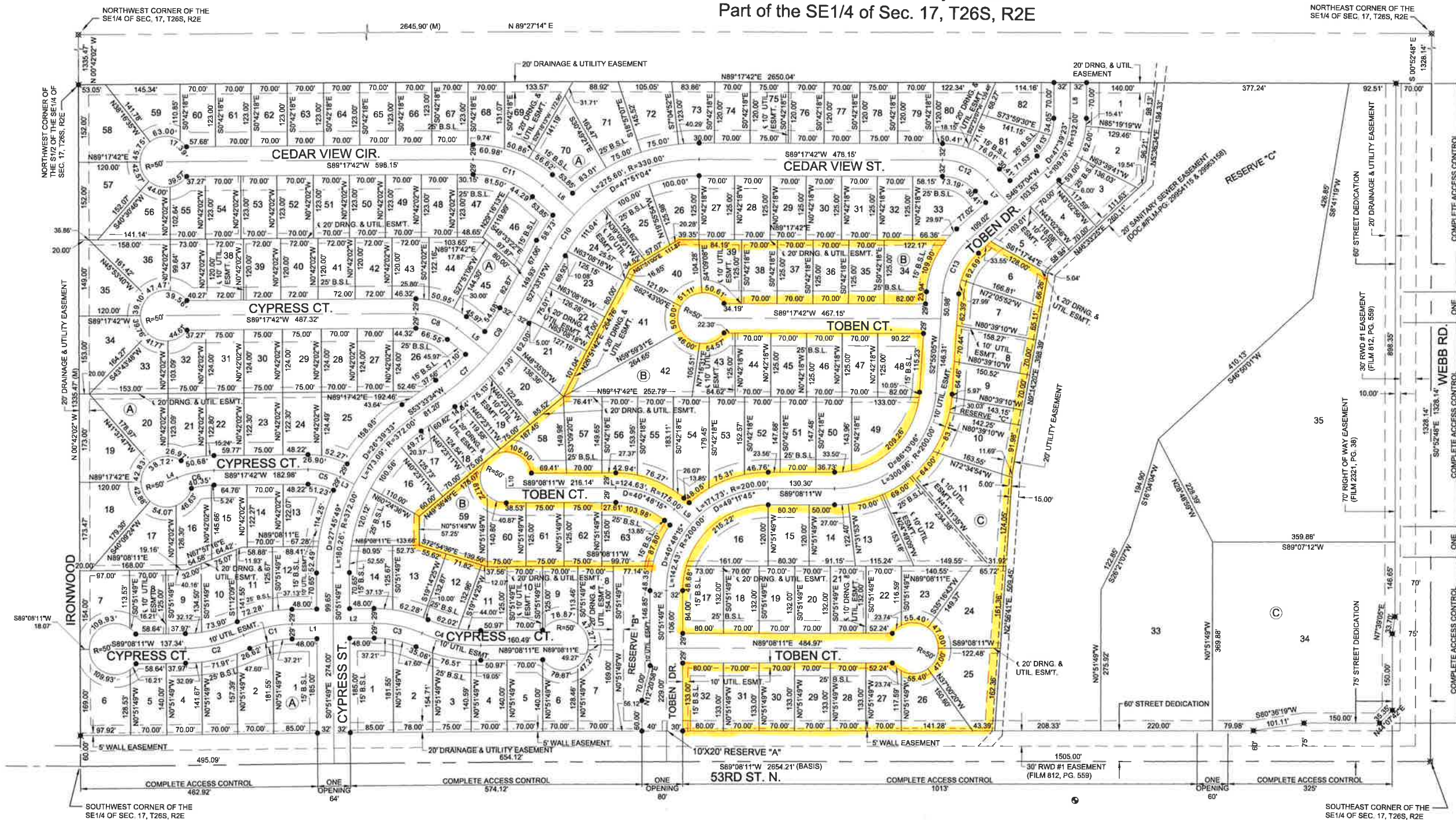


GARVER
8535 E. 21st Street N.
Suite 130
Wichita, KS 67206
(316) 264-8008
www.GarverUSA.com

CEDAR PASS ADDITION

Bel Aire, Sedgwick County, Kansas
Part of the SE1/4 of Sec. 17, T26S, R2E

Section VII, Item C.



| Line Table | | |
|------------|--------|----------------|
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| L5 | 78.98 | S50° 58' 12\"E |
| L6 | 84.69 | S48° 33' 22\"E |
| L7 | 62.41 | N43° 02' 56\"W |
| L8 | 70.00 | S00° 42' 18\"E |
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| L10 | 21.00 | S00° 51' 49\"E |

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| MINIMUM BUILDING PAD ELEVATION FOR LOWEST OPENING INTO STRUCTURES | | |
|---|---|-----------------------|
| BLOCK | LOT NO. | ELEVATION (NAVD88) |
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1/2\" REBAR W/GARVER CAP (SET)
MONUMENT TO BE SET WITH THE STREET
CONSTRUCTION PROJECT BY THE STREET DESIGNER

BENCHMARK #1:
CHISELED SQUARE AT THE NORTHWEST CORNER OF A
CONCRETE VAULT AT THE NORTHWEST CORNER OF A
LIFT STATION, 702' WEST AND 76' SOUTH OF THE
SOUTHEAST QUARTER CORNER OF SEC. 17, T26S, R2E,
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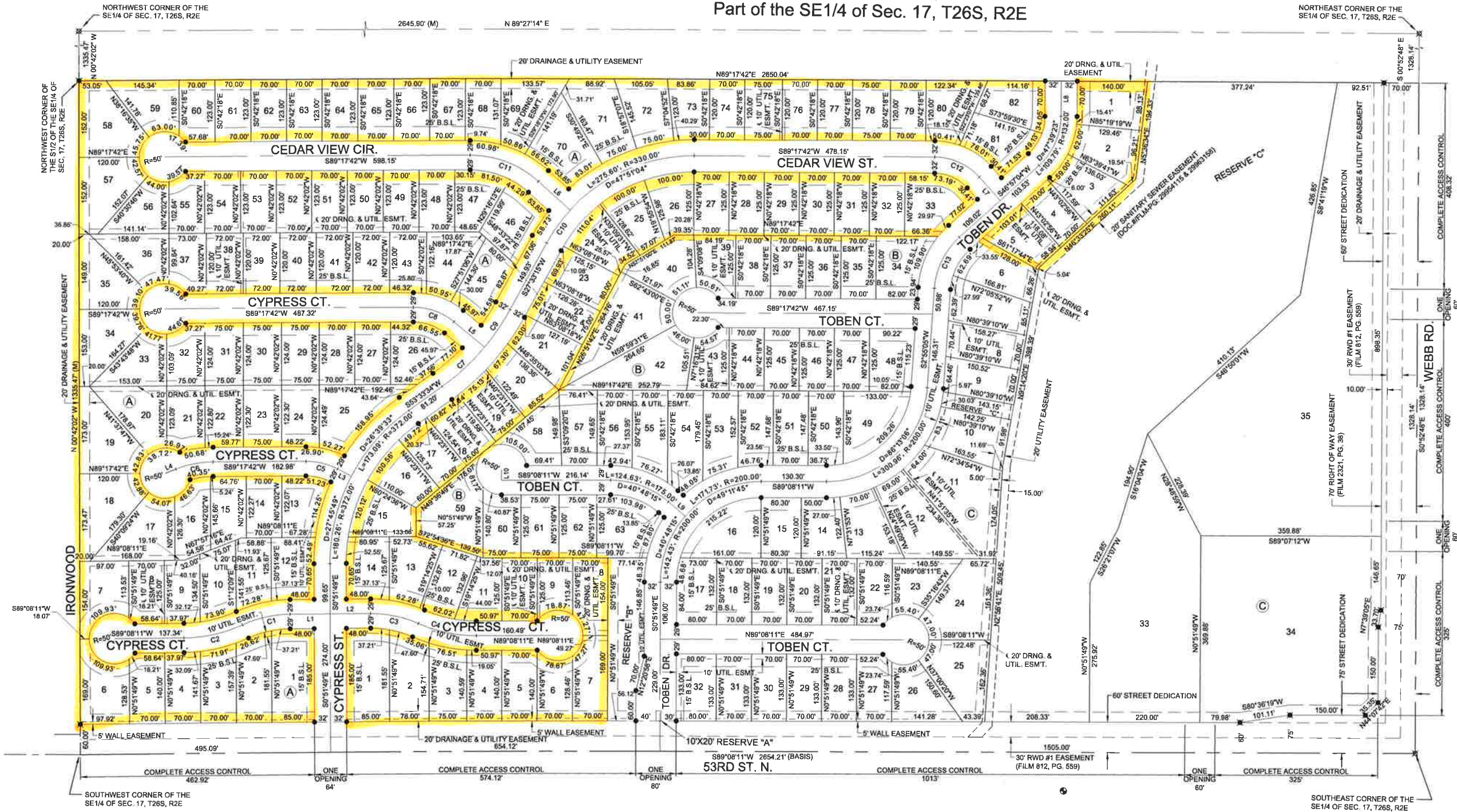
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CONCRETE VAULT AT THE NORTHWEST CORNER OF THE
CITY OF WICHITA CHLORINATION BUILDING, 702' WEST
AND 76' SOUTH OF THE NORTHEAST QUARTER CORNER
OF SEC. 20, T26S, R2E,
ELEVATION = 1400.08 (NAVD88, G12B)

D = PHASE 2 PAVEMENT PETITION

CEDAR PASS ADDITION

Bel Aire, Sedgwick County, Kansas
Part of the SE1/4 of Sec. 17, T26S, R2E

Section VII, Item C.



| Line Table | | |
|------------|--------|--------------|
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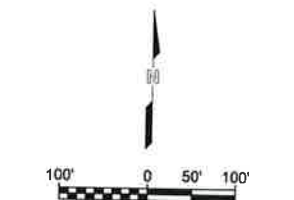
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| MINIMUM BUILDING PAD ELEVATION FOR LOWEST OPENING INTO STRUCTURES | | |
|---|---|--------------------|
| BLOCK | LOT NO. | ELEVATION (NAVD88) |
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5/8\" REBAR W/CAP (FOUND - ORIGIN UNKNOWN)
1/2\" REBAR W/GARVER CAP (SET)
MONUMENT TO BE SET WITH THE STREET CONSTRUCTION PROJECT BY THE STREET DESIGNER

BENCHMARK #1:
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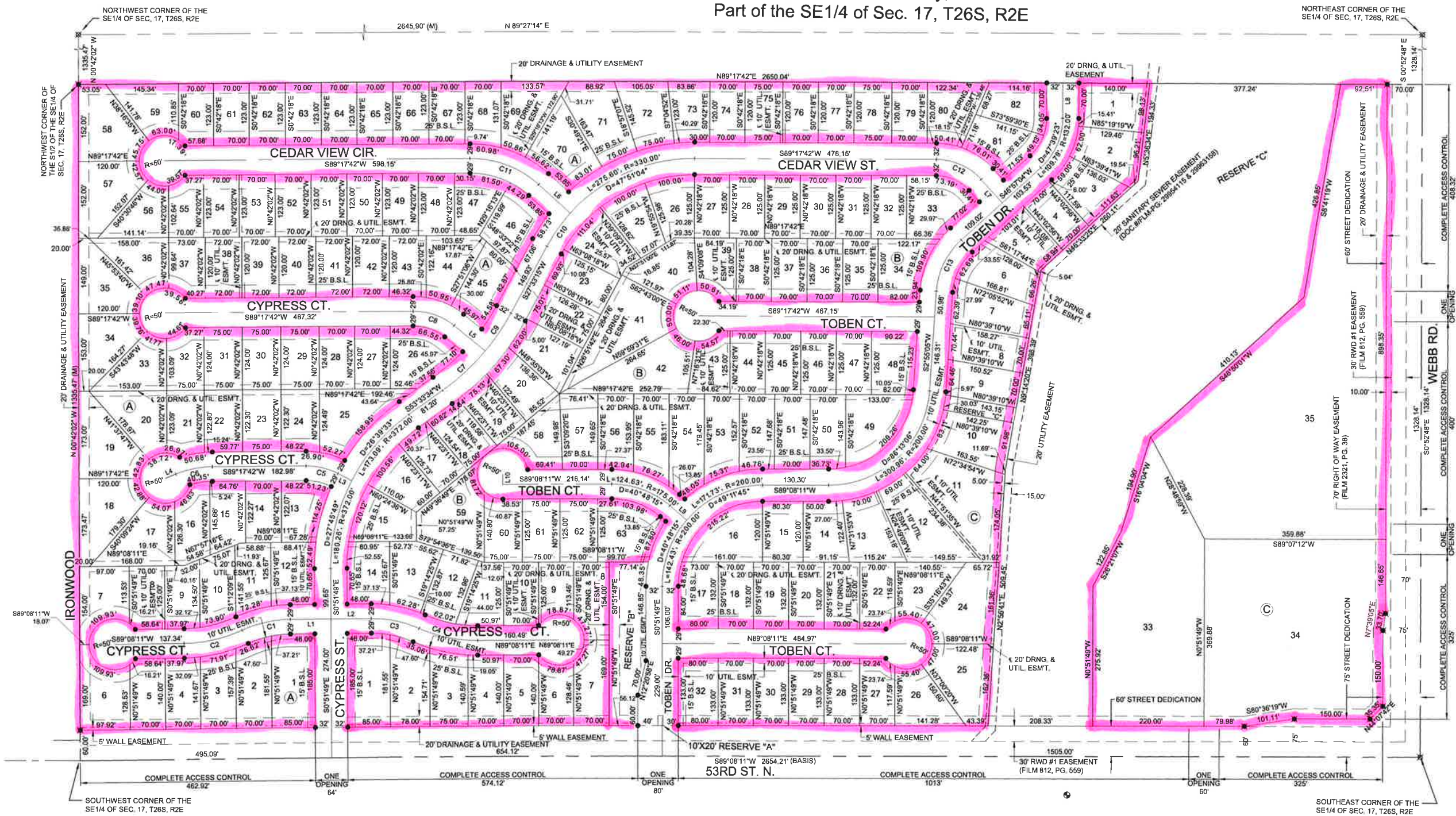
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 = PHASE I STORM WATER DRAIN PETITION

CEDAR PASS ADDITION

Bel Aire, Sedgwick County, Kansas
Part of the SE1/4 of Sec. 17, T26S, R2E

Section VII, Item C.



| Line Table | | |
|------------|--------|----------------|
| Line # | Length | Direction |
| L1 | 80.00 | S89° 08' 11\"W |
| L2 | 80.00 | N89° 08' 11\"E |
| L3 | 30.96 | N63° 05' 59\"W |
| L4 | 21.96 | N67° 57' 16\"E |
| L5 | 78.98 | S50° 59' 12\"E |
| L6 | 84.69 | S48° 33' 22\"E |
| L7 | 62.41 | N43° 02' 56\"W |
| L8 | 70.00 | S00° 42' 18\"E |
| L9 | 44.03 | S50° 03' 33\"E |
| L10 | 21.00 | S00° 51' 49\"E |

| Curve Table | | | |
|-------------|--------|--------|------------|
| Curve # | Length | Radius | Delta |
| C1 | 97.11 | 229.00 | 24°17'53\" |
| C2 | 118.32 | 279.00 | 24°17'53\" |
| C3 | 97.11 | 229.00 | 24°17'53\" |
| C4 | 118.32 | 279.00 | 24°17'53\" |
| C5 | 65.20 | 135.32 | 27°36'19\" |
| C6 | 74.49 | 200.00 | 21°20'26\" |
| C7 | 114.25 | 450.00 | 14°32'46\" |
| C8 | 86.65 | 125.00 | 39°43'06\" |
| C9 | 90.00 | 450.00 | 11°27'33\" |
| C10 | 80.00 | 330.00 | 13°53'24\" |
| C11 | 147.13 | 200.00 | 42°08'56\" |
| C12 | 99.81 | 120.00 | 47°38'22\" |
| C13 | 115.28 | 150.00 | 44°02'00\" |

| MINIMUM BUILDING PAD ELEVATION FOR LOWEST OPENING INTO STRUCTURES | | |
|---|---|-----------------------|
| BLOCK | LOT NO. | ELEVATION (NAVD88) |
| D | 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 24, 25, 33, 35 | 1395.0 |

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

The Building Setbacks within R-5 zoning areas that are not shown shall be as follows:

- Rear yard building setback shall be 20 feet.
- Side yard building setback shall be 6 feet.

Accessory buildings

Accessory buildings are allowed on all lots, subject to the following:

- All construction, including additions, alterations, modifications, and/or use of any detached shed, shall be subject to all applicable governmental laws, codes, regulations, licensure, permitting and inspection associated with construction and property maintenance within the City of Bel Aire, Kansas.
- Sheds may be permitted within a rear set back line but no closer than 10' to a rear property line.
- The side yard shall be maintained at 6 feet, and no sheds may be located within a side yard setback.
- All residential properties shall comply with the required 35-45% land coverage codes, as well as conform to the type and height structure restrictions.

SHEET 1 OF 2

(BASIS) = Basis of Bearings = Kansas Coordinate System of 1983 South Zone Grid Bearing

M = Measured
D = Described
C = Calculated
B.S.L. = Building Setback Line
C.A.C. = Complete Access Control

- 5/8\" REBAR W/CAP (FOUND - ORIGIN UNKNOWN)
- 1/2\" REBAR W/GARVER CAP (SET)
- MONUMENT TO BE SET WITH THE STREET CONSTRUCTION PROJECT BY THE STREET DESIGNER

DWG FILE: 21SD04012 SURVEY BASE
PROJECT NO. 21SD04012
MARCH 22, 2022



GARVER
8535 E. 21st Street N.
Suite 130
Wichita, KS 67206
(316) 264-8008
www.GarverUSA.com

Gilmore & Bell, P.C.
05/10/2022

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDING (PAVING IMPROVEMENTS/CEDAR PASS ADDITION PHASE 1).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in *The Ark Valley News*, on May [___], 2022)

RESOLUTION NO. [___]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDING (PAVING IMPROVEMENTS/CEDAR PASS ADDITION PHASE 1).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

That there be constructed pavement on TOBEN DRIVE from the north line of 53rd Street North to the north line of Lot 6, Block C, Cedar Pass Addition, TOBEN COURT from the east line of Toben Drive to and including cul-de-sac (serving Lots 17-32, Block C); TOBEN COURT from the west line of Toben Drive to and including cul-de-sac (serving Lots 55-63, Block B); and TOBEN COURT from the west line of Toben Drive to and including cul-de-sac (serving Lots 34-48, Block B).

That said pavement on Toben Drive between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-five (35) feet. Said pavement on Toben Court(s) between aforesaid limits shall be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5-foot wide sidewalk shall be installed along Toben Drive adjacent to the new pavement.

(b) The estimated or probable cost of the Improvements is: \$777,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2022.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

CEDAR PASS ADDITION
Lots 34 through 63, Block B;
Lots 6 through 32, Block C

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis, and the fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 34 through 63, Block B; and Lots 6 through 32, Block C, CEDAR PASS ADDITION shall each pay 1/57 of the total cost of the improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large. If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Clerk

Gilmore & Bell, P.C.
05/10/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CEDAR PASS ADDITION PHASE 1).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in the *Ark Valley News* on May [___], 2022)

RESOLUTION NO. [___]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CEDAR PASS ADDITION PHASE 1).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer to serve the area described below, to be constructed with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$472,000. Said estimate as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2022.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Cedar Pass Addition

Lots 8 through 13, Block B
Lots 26 through 63, Block B
Lots 5 through 32, Block C
Lot 33, Block C
Lot 34, Block C
Lot 35, Block C

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 8 through 13, Block B; Lots 26 through 63, Block B; Lots 5 through 32, Block C, CEDAR PASS ADDITION, shall each pay 1/86 of the total assessed costs of the Improvements; Lot 33, Block C, CEDAR PASS ADDITION, shall pay 3/86 of the total assessed costs of the Improvements; Lot 34, Block C, CEDAR PASS ADDITION, shall pay 4/86 of the total assessed costs of the Improvements; and Lot 35, Block C, CEDAR PASS ADDITION, shall pay 7/86 of the total assessed costs of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Bel Aire.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this resolution

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Clerk

Gilmore & Bell, P.C.
05/10/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 P.M., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (DRAINAGE IMPROVEMENTS/CEDAR PASS ADDITION PHASE 1).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [_____] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in the *Ark Valley News* on May [____], 2022)

RESOLUTION NO. [_____]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (DRAINAGE IMPROVEMENTS/CEDAR PASS ADDITION PHASE 1).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Bel Aire, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the “Improvements”):

That there be constructed storm sewer pipe and mass grading to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the proposed Improvements is \$1,092,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2022.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Cedar Pass Addition
Lots 1 through 82, Block A
Lots 1 through 63, Block B
Lots 1 through 32, Block C
Lot 33, Block C
Lot 34, Block C
Lot 35, Block C

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 82, Block A; Lots 1 through 63, Block B; and Lots 1 through 32, Block C, CEDAR PASS ADDITION, shall each pay 1/205 of the total assessed costs of the Improvements; Lot 33, Block C, CEDAR PASS ADDITION, shall pay 6/205 of the total assessed costs of the Improvements; Lot 34, Block C, CEDAR PASS ADDITION, shall pay 8/205 of the total assessed costs of the Improvements; and Lot 35, Block C, CEDAR PASS ADDITION, shall pay 14/205 of the total assessed costs of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvement District is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022, as the same appears of record in my office.

DATED: May 17, 2022.

By: _____
Clerk

Gilmore & Bell, P.C.
05/10/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/CEDAR PASS ADDITION PHASE 1).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in the *Ark Valley News* on May [____], 2022)

RESOLUTION NO. [____]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/CEDAR PASS ADDITION PHASE 1).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with water line improvements authorized by Resolution Nos. R-09-25 and R-11-05 of the City, all pursuant to K.S.A. 12-6a19; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$368,000. Said estimate as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2022.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Cedar Pass Addition
Lots 34 through 63, Block B
Lots 6 through 32, Block C
Lot 33, Block C
Lot 34, Block C
Lot 35, Block C

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 34 through 63, Block B, and Lots 6 through 32, Block C, CEDAR PASS ADDITION, shall each pay 1/71 of the total cost of the Improvements; Lot 33, Block C, CEDAR PASS ADDITION, shall pay 3/71 of the total cost of the Improvements; Lot 34, Block C, CEDAR PASS ADDITION, shall pay 4/71 of the total cost of the Improvements; and Lot 35, Block C, CEDAR PASS ADDITION, shall pay 7/71 of the total cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) In accordance with the provisions of K.S.A. 12-6a19, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing water main, which has been authorized by Resolution Nos. R-09-25 and R-11-05 of the City, such benefit fee to be in the amount of \$63,739.78, and to be allocated within the Improvement District as follows: For residential Lots 34 through 63, Block B, and Lots 6 through 32, Block C, CEDAR PASS ADDITION (totaling = \$43,548.00), assessed equally per lot over 57 Lots, for a per lot assessment of \$764.00; for Lot 33, Block C, an assessment of \$4,229.32; for Lot 34, Block C, \$5,700.64; and for Lot 35, Block C, an assessment of \$10,261.81.

(f) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs

associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Clerk

Gilmore & Bell, P.C.
05/10/2022

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDING (PAVING IMPROVEMENTS/CEDAR PASS ADDITION PHASE 2).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in *The Ark Valley News*, on May [___], 2022)

RESOLUTION NO. [___]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDING (PAVING IMPROVEMENTS/CEDAR PASS ADDITION PHASE 2).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

That there be constructed pavement on CYPRESS STREET from the north line of 53rd Street North to the west line of Toben, CYPRESS COURT(S) from the west line of Cypress Street to and including cul-de-sacs (serving Lots 1-12, Block A; Lots 13-25, Block A; Lots 26-45, Block A, and Lots 46-69, Block A); CYPRESS COURT from the east line Cypress Street to and including cul-de-sac (serving Lots 1-14, Block B); and TOBEN DRIVE, from the north line of Lot 6, Block C to the north line of the Addition.

That said pavement on Toben Drive and Cypress Street between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width, making a total roadway width of thirty-five (35) feet. Said pavement on Toben Court(s) between aforesaid limits shall be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5-foot-wide sidewalk shall be installed along Toben Drive and Cypress Street adjacent to the new pavement.

(b) The estimated or probable cost of the Improvements is: \$1,636,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2022.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

CEDAR PASS ADDITION
Lots 1 through 82, Block A
Lots 1 through 33, Block B
Lots 1 through 5, Block C

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis, and the fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 82, Block A; Lots 1 through 33, Block B; and Lots 1 through 5, Block C, CEDAR PASS ADDITION shall each pay 1/120 of the total cost of the improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large. If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Clerk

Gilmore & Bell, P.C.
05/10/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CEDAR PASS ADDITION PHASE 2).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in the *Ark Valley News* on May [____], 2022)

RESOLUTION NO. [____]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CEDAR PASS ADDITION PHASE 2).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer to serve the area described below, to be constructed with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$576,000. Said estimate as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2022.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Cedar Pass Addition
Lots 1 through 82, Block A
Lots 1 through 7, Block B
Lots 14 through 25, Block B
Lot 1 through 4, Block C

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 82, Block A; Lots 1 through 7, Block B; Lots 14 through 25, Block B; and Lots 1 through 4, Block C, CEDAR PASS ADDITION, shall each pay 1/105 of the total assessed costs of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Bel Aire.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this resolution

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Clerk

Gilmore & Bell, P.C.
05/10/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/CEDAR PASS ADDITION PHASE 2).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in the *Ark Valley News* on May [____], 2022)

RESOLUTION NO. [____]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/CEDAR PASS ADDITION PHASE 2).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with water line improvements authorized by Resolution Nos. R-09-25 and R-11-05 of the City, all pursuant to K.S.A. 12-6a19; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$622,000. Said estimate as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2022.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Cedar Pass Addition
Lots 1 through 82, Block A
Lots 1 through 33, Block B
Lot 1 through 5, Block C

all in the City of Bel Aire, Sedgwick County, Kansas.

(d) With respect to the costs of the Improvements to be assessed to the Improvement District, the method of assessment shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 82, Block A; Lots 1 through 33, Block B; and Lots 1 through 5, Block C, CEDAR PASS ADDITION, shall each pay 1/120 of the total cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) In accordance with the provisions of K.S.A. 12-6a19, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing water main, which has been authorized by Resolution Nos. R-09-25 and R-11-05 of the City, such benefit fee to be in the amount of \$91,680, and to be allocated within the Improvement District as follows: equally per lot over 120 lots, for a per lot assessment of \$764.00.

(f) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If this Improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this Improvement under the authority of this resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Clerk

PHASE 1 PAVING PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Chapel Landing 5th
Lots 1 - 13, Block A
Lots 12 - 13, Block D
Lots 1- 8, Block E
Lots 1 – 3 & 55 - 63, Block F

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on **FORBES / HIGHLAND /FORBES** from the west line of Lot 13, Block A Chapel Landing 5th to the east line of said addition; **HIGHLAND STREET** from the south line of Forbes to the east line of said addition; **FORBES COURT** from the north line of Forbes to and including cul-de-sac; and **CENTRAL PARK AVENUE** from the south line of Lot 12, Block D in said addition to the south line of Highland street.

That said pavement on Forbes, Highland and Central Park Avenue between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-five (35) feet and that said pavement on Forbes Court between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. 5' sidewalk shall be installed on the northerly side of Forbes, easterly side of Highland and northerly side of Central Park Avenue. Drainage to be installed where necessary.

- (b) That the estimated and probable cost of the foregoing improvement being Seven Hundred Eighty-Three Thousand Dollars (\$783,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after March 1, 2022.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Chapel Landing 5th

Lots 1 - 13, Block A

Lots 12 - 13, Block D

Lots 1- 8, Block E

Lots 1 – 3 & 55 - 63, Block F

The above listed lots shall each pay 1/35 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.


Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|--|--|---------------|
| Chapel Landing 5th Lots 1 - 13, Block A Lots 12 - 13, Block D Lots 1- 8, Block E Lots 1-3, 55-63, Block F By: |  | <u>4-2-22</u> |
| | Randel M. Harder Authorized Signatory Woodlawn 53, LLC | |

PHASE 1 SANITARY SEWER PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Chapel Landing 5th
Lots 4 - 13, Block A
Lots 1 – 4 & 45 - 63, Block D
Lots 1 - 8, Block E

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Two Hundred Forty-Six Thousand Dollars (\$246,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2022.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district’s share of the cost of an existing sanitary sewer main, such benefit fee to be in the amount of Thirty-Four Thousand Seven Hundred Dollars (\$34,700).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct

the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Chapel Landing 5th

Lots 4 - 13, Block A

Lots 1 - 4 & 45 - 63, Block D

Lots 1 - 8, Block E

The above listed lots shall each pay 1/41 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Bel Aire.


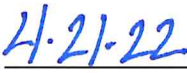
- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the

area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|---|--|---|
| Chapel Landing 5th Lots 4 - 13, Block A Lots 1 - 4 & 45 - 63, Block D Lots 1 - 8, Block E | By:  Randel M. Harder Authorized Signatory Woodlawn 53, LLC |  |

STORM WATER DRAIN PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Chapel Landing 5th Addition

- Lots 1 - 36, Block A
- Lots 1 - 3, Block B
- Lots 1 - 24, Block C
- Lots 1 - 13, Block D
- Lot 1 - 8, Block E
- Lots 1 - 63, Block F

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed storm sewer pipe and mass grading to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Three Hundred Thirteen Thousand Dollars (\$313,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after March 1, 2022.
- (c) (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such

costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Chapel Landing 5th Addition

Lots 1 - 36, Block A
 Lots 1 - 3, Block B
 Lots 1 - 24, Block C
 Lots 1 - 13, Block D
 Lot 1 - 8, Block E
 Lots 1 - 63, Block F

The above listed lots shall each pay 1/147 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.



4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

Chapel Landing 5th Addition

Lots 1 - 36, Block A
Lots 1 - 3, Block B
Lots 1 - 24, Block C
Lots 1 - 13, Block D
Lot 1 - 8, Block E
Lots 1 - 63, Block F

| | |
|---|---|
| By:  |  |
| Randel M. Harder Authorized Signatory Woodlawn 53, LLC | |

PHASE 1 WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Chapel Landing 5th
Lots 1 - 13, Block A
Lots 12 - 13, Block D
Lots 1- 8, Block E
Lots 1 – 3 & 55 - 63, Block F

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being One Hundred Eighty Thousand Dollars (\$180,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after March 1, 2022.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing water main, such benefit fee to be in the amount of Twenty-One Thousand Three Hundred Dollars (\$21,300).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the

improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Chapel Landing 5th

Lots 1 - 13, Block A

Lots 12 - 13, Block D

Lots 1- 8, Block E

Lots 1 – 3 & 55 - 63, Block F

The above listed lots shall each pay 1/35 of the total cost of improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by

statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

Chapel Landing 5th

Lots 1 - 13, Block A

Lots 12 - 13, Block D

Lots 1- 8, Block E

Lots 1-3 & 55-63, Block F By:



Randel M. Harder
Authorized Signatory
Woodlawn 53, LLC

4-21-22

PHASE 2 PAVING PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Chapel Landing 5th
Lots 14 - 36, Block A
Lots 1 - 3, Block B
Lots 1 - 24, Block C
Lots 1 - 11, Block D
Lots 4 - 54, Block F

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on **SUMMERSIDE PLACE CIRCLE** from the intersection of Summerside Place and Summerside Court to and including the cul-de-sac; **SUMMERSIDE PLACE COURT** from the intersection of Summerside Place and Summerside Place Circle to and including the cul-de-sac; **SUMMERSIDE PLACE** from the intersection of Summerside Place Circle and Summerside Place Court to the intersection of Forbes and Summerside Place; **SUMMERSIDE PLACE/CENTRAL PARK** from the intersection of Forbes and Summerside Place to the south line of Lot 12, Block D, Chapel Landing 5th Addition; **FORBES** from the north line of Summerside Place to the west line of Lot 13, Block A of said addition; **FARMSTEAD** from the south line of Summerside Place to the south line of said Addition; **and FORBES COURT** from the south line of Forbes to and including the cul-de-sac.

That said pavement on Summerside Place/Central Park, Forbes and Farmstead between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-five (35) feet and that said pavement on Summerside Place Circle, Summerside Place Court, Summerside Place and Forbes Court between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. 5' sidewalk shall be installed on the northerly and westerly side of

Forbes, northerly side of Summerside Place/Central Park Avenue and the west side Farmstead. Drainage to be installed where necessary.

- (b) That the estimated and probable cost of the foregoing improvement being Two Million Five Hundred Twelve Thousand Dollars (\$2,512,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after March 1, 2022.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Chapel Landing 5th

Lots 14 - 36, Block A

Lots 1 - 3, Block B

Lots 1 - 24, Block C

Lots 1 - 11, Block D

Lots 4 - 54, Block F

The above listed lots shall each pay 1/112 of the total cost of improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.



Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|---|---|---|
| Chapel Landing 5th Lots 14 - 36, Block A Lots 1 - 3, Block B Lots 1 - 24, Block C Lots 1 - 11, Block D Lots 4 - 54, Block F | By:  Randel M. Harder Authorized Signatory Woodlawn 53, LLC |  |

PHASE 2 SANITARY SEWER PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Chapel Landing 5th

Lots 14 - 36, Block A
Lots 1 – 3, Block B
Lots 1 – 24, Block C
Lots 1-7, Block D
Lots 5 - 44, Block F

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Five Hundred Eight-Two Thousand Dollars (\$582,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2022.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district’s share of the cost of an existing sanitary sewer main, such benefit fee to be in the amount of Eighty-Two Thousand Dollars (\$82,000).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the

design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Chapel Landing 5th

Lots 14 - 36, Block A

Lots 1 - 3, Block B

Lots 1 - 24, Block C

Lots 1-7, Block D

Lots 5 - 44, Block F

The above listed lots shall each pay 1/97 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Bel Aire.



2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|--|--|--|
| Chapel Landing 5th Lots 14 - 36, Block A Lots 1 - 3, Block B Lots 1 - 24, Block C Lots 1-7, Block D Lots 5 - 44, Block F | By:  Randel M. Harder Authorized Signatory Woodlawn 53, LLC |  |

PHASE 2 WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Chapel Landing 5th
Lots 14 - 36, Block A
Lots 1 - 3, Block B
Lots 1 - 24, Block C
Lots 1 - 11, Block D
Lots 4 - 54, Block F

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Five Hundred Seventy-Six Thousand Dollars (\$576,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after March 1, 2022.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing water main, such benefit fee to be in the amount of Twenty-One Thousand Three Hundred Dollars (\$21,300).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in

accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Chapel Landing 5th

Lots 14 - 36, Block A
 Lots 1 - 3, Block B
 Lots 1 - 24, Block C
 Lots 1 - 11, Block D
 Lots 4 - 54, Block F

The above listed lots shall each pay 1/112 of the total cost of improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the

proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

Chapel Landing 5th



Lots 14 - 36, Block A

Lots 1 - 3, Block B

Lots 1 - 24, Block C

Lots 1 - 11, Block D

Lots 4 - 54, Block F

| | |
|--|---|
| By:  |  |
| Randel M. Harder Authorized Signatory Woodlawn 53, LLC | |

Chapel Landing 5th Phase 1

Bel Aire, Kansas

March 23, 2022

Petition Cost Summary

| | |
|---------------------------|----------|
| Sanitary Sewer | \$33.28 |
| Water Distribution System | \$28.52 |
| Paving | \$124.07 |
| SWD Mass Grading | \$11.81 |
| Sewer Main Benefit Fee | \$4.69 |
| Water Main Benefit Fee | \$3.48 |
| | |
| Total of All | \$205.85 |

20 Years

SANITARY PETITION ESTIMATE

Chapel Landing 5th Phase 1
Bel Aire, Kansas
March 23, 2022

| Item | Quantity | | Unit Price | Total |
|--|----------|----|-------------|--------------|
| SS PVC Pipe 08" | 2715 | lf | \$30.00 | \$81,450.00 |
| Standard Type P MH | 11 | ea | \$3,500.00 | \$38,500.00 |
| 4" Riser Assembly | 41 | ea | \$950.00 | \$38,950.00 |
| Flowable Fill | 75 | lf | \$75.00 | \$5,625.00 |
| Erosion Control BMP, Construction Entrance | 1 | ea | \$3,500.00 | \$3,500.00 |
| Adjust Existing MH | 1 | ea | \$1,000.00 | \$1,000.00 |
| Pipe Testing | 1 | ls | \$2,800.00 | \$2,800.00 |
| Site Clearing & Restoration | 1 | ls | \$10,000.00 | \$10,000.00 |
| | | | | |
| | | | Sub-total | \$181,825.00 |
| Engineering, etc. (35%) | | | | \$63,638.75 |
| | | | Total | \$245,463.75 |

PETITION AMOUNT
\$246,000.00
letter of credit
\$86,100.00

| Benefit District | No. Lots | Cost per Lot |
|--------------------------------------|----------|--------------|
| Lots 4-13, Block A | 10 | |
| Lots 1-4, 45-63, Block F | 23 | |
| Lots 1-8, Block E | 8 | |
| Total Lots | 41 | |
| Phase 1 Cost Per lot | | \$6,000.00 |
| 20 Years at 3%, Cost Per Lot Phase 1 | | \$33.28 |

WATER PETITION ESTIMATE

Chapel Landing 5th Phase 1
Bel Aire, Kansas
March 23, 2022

| Item | Quantity | | Unit Price | Total |
|--|----------|----|------------|--------------|
| WL PVC Pipe 08" | 2340 | lf | \$35.00 | \$81,900.00 |
| Gate Valve Assembly 8" | 5 | ea | \$1,200.00 | \$6,000.00 |
| Anchored Gate Valve Assembly 8" | 2 | ea | \$1,500.00 | \$3,000.00 |
| Blowoff Assembly 2" | 2 | ea | \$1,000.00 | \$2,000.00 |
| Long Services | 13 | ea | \$1,000.00 | \$13,000.00 |
| Fire Hydrant Assembly | 4 | ea | \$3,750.00 | \$15,000.00 |
| Sand Backfill | 160 | lf | \$10.00 | \$1,600.00 |
| Erosion Control BMP, Construction Entrance | 1 | ea | \$1,000.00 | \$1,000.00 |
| Contractor Provided Testing | 1 | ls | \$2,400.00 | \$2,400.00 |
| Site Clearing & Restoration | 1 | ls | \$2,500.00 | \$2,500.00 |
| | | | | |
| | | | Sub-total | \$128,400.00 |
| Engineering, etc. (40%) | | | | \$51,360.00 |
| | | | Total | \$179,760.00 |

| | |
|------------------------|---------------------|
| PETITION AMOUNT | \$180,000.00 |
| letter of credit | \$63,000.00 |

| <u>Benefit District</u> | <u>No. Lots</u> | <u>Cost per Lot</u> |
|---------------------------|-----------------|---------------------|
| Lots 1-13, Block A | 13 | |
| Lots 12-13, Block D | 2 | |
| Lots 1-3, 55-63, Block F | 12 | |
| Lots 1-8, Block E | 8 | |
| Total Lots | 35 | \$5,142.86 |
| Monthly Cost (20 yrs, 3%) | | \$28.52 |

Paving Petition Estimate

Chapel Landing 5th Phase 1
Bel Aire, Kansas
March 23, 2022

| | <u>Quantity</u> | | <u>Unit Price</u> | <u>Total</u> |
|------------------------------------|-----------------|----|-------------------|---------------------|
| Paving Items | | | | |
| Concrete Pavement 6" | 6691 | sy | 40.00 | 267,640.00 |
| Reinforced Crushed Rock Base (5") | 8564 | sy | 8.00 | 68,512.00 |
| RCVG Pavement (7") | 450 | sy | 55.00 | 24,750.00 |
| Monolithic C & G (6 5/8" RL) | 210 | lf | 5.00 | 1,050.00 |
| Comb. C & G (3 5/8" RL & 1 1/2") | 3795 | lf | 9.00 | 34,155.00 |
| Concrete Sidewalk | 8900 | sf | 4.00 | 35,600.00 |
| Wheelchair Ramp | 6 | ea | 650.00 | 3,900.00 |
| Inlet Hookups | 5 | ea | 500.00 | 2,500.00 |
| Earth Work Items | | | | |
| Excavation | 5500 | cy | 4.00 | 22,000.00 |
| | | | | |
| General Items | | | | |
| Site Clearing & Restoration | 1 | LS | 25,000.00 | 25,000.00 |
| Project Seeding | 1 | LS | 5,000.00 | 5,000.00 |
| Set Property Irons | 1 | LS | 2,500.00 | 2,500.00 |
| Erosion Control Blanket | 3560 | sy | 1.25 | 4,450.00 |
| Erosion Control Inlet Protection | 14 | ea | 150.00 | 2,100.00 |
| Erosion Control; Maintain Existing | 1 | LS | 2,500.00 | 2,500.00 |
| | | | | |
| Storm Water Sewer Drain | | | | |
| Inlet Underdrain | 100 | lf | 15.00 | 1,500.00 |
| SWS Pipe 24" | 260 | lf | 50.00 | 13,000.00 |
| SWS Pipe 18" | 521 | lf | 45.00 | 23,445.00 |
| SWS Pipe 15" | 337 | lf | 40.00 | 13,480.00 |
| Type 1A Inlet Single | 2 | ea | 4,000.00 | 8,000.00 |
| Type 1A Inlet Double | 2 | ea | 4,500.00 | 9,000.00 |
| Driveway Inlet | 1 | ea | 3,500.00 | 3,500.00 |
| Backyard Inlet | 5 | ea | 3,500.00 | 17,500.00 |
| Sand Backfill | 90 | lf | 10.00 | 900.00 |
| Temporary Ditch | 750 | lf | 10.00 | 7,500.00 |
| | | | | |
| Traffic | | | | |
| Street Signage | 1 | LS | 2,500.00 | 2,500.00 |
| | | | | |
| Construction Total | | | | \$601,982.00 |
| Project Costs at 30% | | | | \$180,594.60 |
| Total | | | | \$782,576.60 |
| Petition | | | | \$783,000.00 |
| Letter of Credit (35%) | | | | \$274,000.00 |

Storm Water Drain Petition Estimate

Chapel Landing 5th Phase 1

Bel Aire, Kansas

March 23, 2022

| | <u>Quantity</u> | | <u>Unit Price</u> | <u>Total</u> |
|--------------------------------------|-----------------|-----|-------------------|---------------------|
| Earth Work Items | | | | |
| Excavation | 45000 | cy | 3.00 | 135,000.00 |
| | | | | |
| General Items | | | | |
| Site Clearing & Restoration | 1 | LS | 25,000.00 | 25,000.00 |
| Project Seeding | 1 | LS | 10,000.00 | 10,000.00 |
| Erosion Control; Maintain Existing | 1 | LS | 2,500.00 | 2,500.00 |
| SWS Pipe 36" | 910 | lf | 50.00 | 45,500.00 |
| Type 1A Inlet Double | 4 | ea | 4,500.00 | 18,000.00 |
| Sand Backfill | 90 | lf | 10.00 | 900.00 |
| Light Stone Rip-Rap | 45 | sy | 75.00 | 3,375.00 |
| | | | | |
| | | | | |
| Construction Total | | | | \$240,275.00 |
| Project Costs at 30% | | | | \$72,082.50 |
| Total | | | | \$312,357.50 |
| Petition | | | | \$313,000.00 |
| Letter of Credit (35%) | | | | \$110,000.00 |
| | | | | |
| Phase 1 Lots, 34 @ 1 Share | | 34 | | |
| Phase 2 Lots, 113 @ 1 Share | | 113 | | |
| Total Shares | | 147 | | |
| Cost Per Share | | | | \$2,129.25 |
| Phase 1 Cost Per lot | | | | \$2,129.25 |
| 20 Years at 3%, Cost Per Lot Phase 1 | | | | \$11.81 |
| 20 Years at 3%, Cost Per Lot Phase 2 | | | | \$11.81 |

Chapel Landing 5th Phase 1
Bel Aire, Kansas
March 23, 2022

| | |
|---------------------------------------|---------------|
| | |
| Sewer Main Benefit Calculation | |
| Area in square feet | 559795 |
| Main Benefit Fee (\$0.062/sf) | \$34,707.29 |
| With 41 Lots, Cost Per Lot | \$846.52 |
| 20 Years at 3% Monthly Assessment | \$4.69 |

Chapel Landing 5th Phase 1
Bel Aire, Kansas
March 23, 2022



| | |
|---------------------------------------|---------------|
| | |
| Water Main Benefit Calculation | |
| Area in square feet | 533357 |
| Main Benefit Fee (\$0.04/sf) | \$21,334.28 |
| With 34 Lots, Cost Per Lot | \$627.48 |
| 20 Years at 3% Monthly Assessment | \$3.48 |
| | |

CHAPEL LANDING 5TH

Re-plat of Part of Chapel Landing
Bel Aire, Sedgwick County, Kansas
Part of the NE1/4 of Sec. 24, T26S, R1E

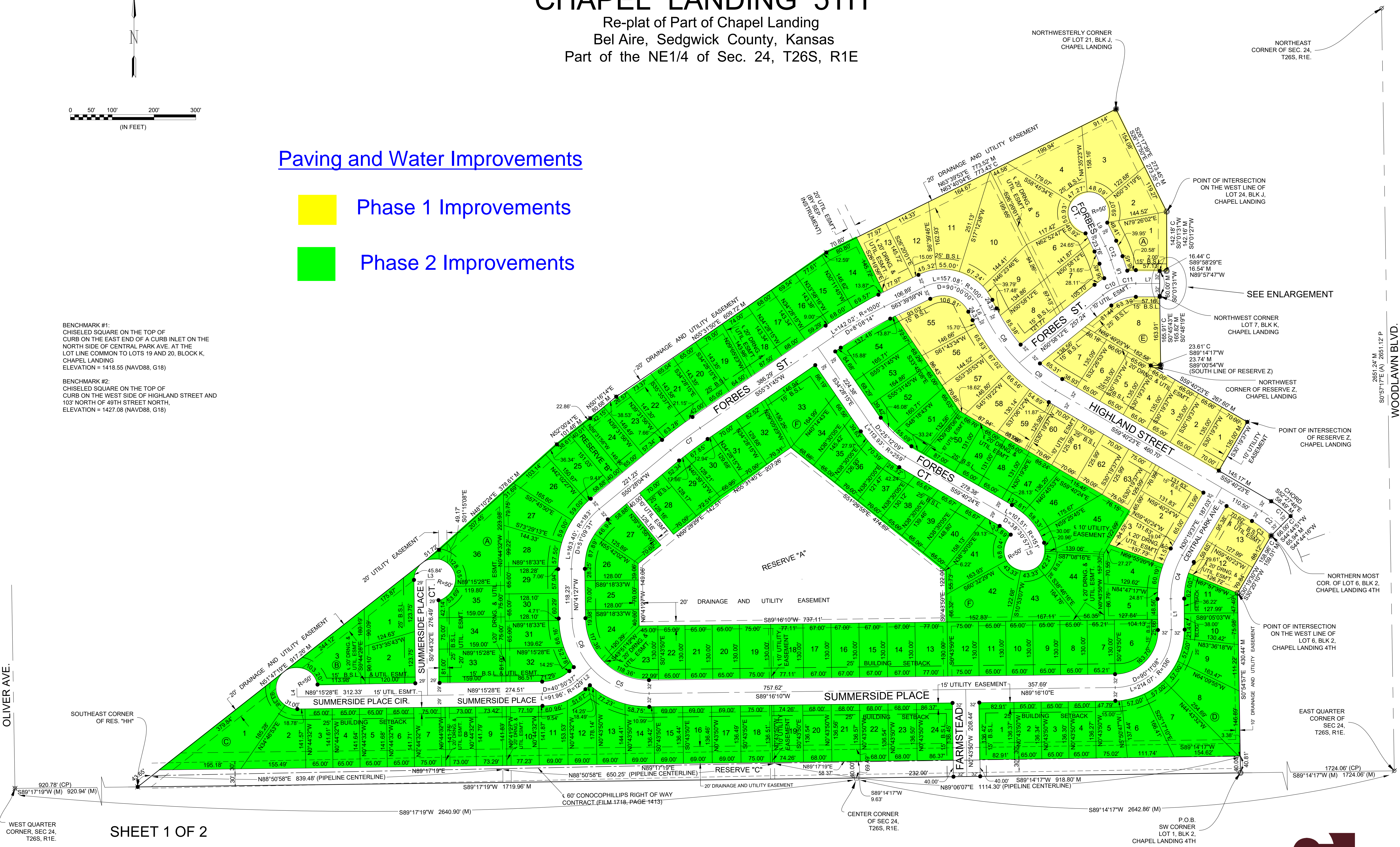


Paving and Water Improvements

-  Phase 1 Improvements
-  Phase 2 Improvements

BENCHMARK #1:
CHISELED SQUARE ON THE TOP OF
CURB ON THE EAST END OF A CURB INLET ON THE
NORTH SIDE OF CENTRAL PARK AVE. AT THE
LOT LINE COMMON TO LOTS 19 AND 20, BLOCK K,
CHAPEL LANDING
ELEVATION = 1418.55 (NAVD88, G18)

BENCHMARK #2:
CHISELED SQUARE ON THE TOP OF
HIGHLAND STREET AND
103' NORTH OF 48TH STREET NORTH,
ELEVATION = 1427.08 (NAVD88, G18)



SHEET 1 OF 2

DWG FILE: 21S04022 PLATTING BASE
PROJECT NO. 21S04022
MARCH 17, 2022



GARVER
8535 E. 21st Street N.
Suite 130
Wichita, KS 67206
(316) 264-8008
www.GarverUSA.com

CHAPEL LANDING 5TH

Re-plat of Part of Chapel Landing
Bel Aire, Sedgwick County, Kansas
Part of the NE1/4 of Sec. 24, T26S, R1E

State of Kansas)
SS
Sedgwick County)

I, the undersigned, licensed land surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on March 3, 2022 and the accompanying final plat prepared and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

LEGAL DESCRIPTION:
That part of Chapel Landing, Bel Aire, Sedgwick County, Kansas, described as:

Beginning at the Southwest Corner of Lot 1, Block 2, in Chapel Landing 4th, Bel Aire, Sedgwick County, Kansas; thence West along the South Line of the Northeast Quarter of Section Twenty-Four, Township Twenty-Six South, Range One East of the Sixth Principal Meridian, said Line also being the Original Common Line Between Chapel Landing and Kappelman's Bel Aire Heights Second Addition, a distance of 918.80 feet to the Southeast Corner of the Northwest Quarter of said Section Twenty-Four; thence continuing West along said Quarter Section Line with a deflection to the right of 0°03'02" a distance of 1719.96 feet to the intersection of said Quarter Section Line and Reserve "HH" line as Platted in said Chapel Landing, also being the Southeasterly line of the Conoco-Phillips Pipeline Easement; thence Northeasterly along said Reserve Line with a deflection to the right of 142°30'00" a distance of 917.26 feet; thence with a deflection to the left of 3°36'59" and a distance of 378.61 feet; thence continuing along said Reserve Line with a deflection to the right of 3°50'17" and a distance of 101.48 feet; thence continuing along said Reserve Line with a deflection to the left of 1°44'27" and a distance of 80.68 feet; thence continuing along said Reserve Line with a deflection to the right of 5°15'36" and a distance of 609.72 feet; thence continuing along said Reserve Line with a deflection to the right of 8°08'14" and a distance of 773.43 feet to the Northwesterly Corner of Lot 21, Block J in said Chapel Landing; thence Southeasterly with a deflection to the right of 90°02'06" along the Westerly Lot Lines of Lots 21, 22, 23 and 24 for a distance of 273.35 feet to a point of intersection on the West Line of said Lot 24; thence South with a deflection to the right of 26°19'21" along the West Lot Lines of Lots 24 and 25 a distance of 142.18 feet to the North right of way of Forbes Street; thence West along said right of way a distance of 16.44 feet; thence South at right angles to the South right of way of said Forbes Street a distance of 60.00 feet to the Northwest Corner of Lot 7, Block K in said Chapel Landing; thence South with a deflection to the left of 0°47'14" along said Lot 7 a distance of 165.91 feet to the North Line of Reserve "Z" in said Chapel Landing; thence West at right angles along said North Line a distance of 23.61 feet; thence Southeasterly with a deflection to the left of 148°54'40" along said Reserve "Z" a distance of 267.60 feet; thence Southwesterly at right angles and continuing along said Reserve Line a distance of 135.00 feet to the Northeasterly right of way of Highland Street as Platted in said Chapel Landing; thence Southeasterly at right angles along said right of way of said Highland Street a distance of 145.17 feet; thence Southeasterly along said right of way of said Highland Street on a curve to the right with a radius of 233.00 feet and an arc length of 58.64 feet and a delta of 14°25'14"; thence at right angles to said right of way a distance of 66.00 feet to the Southwesterly line of said Highland Street and the Northern Most Corner of Lot 6, Block 2 in said Chapel Landing 4th; thence Southwesterly along said Lot 6 a distance of 158.96 feet to a point of intersection on the West Line of said Lot 6; thence South with a deflection of 31°14'34" to the left along the West Line of said Lot 6 and Lots 5, 4, 3, 2 and 1 Block 2, in said Chapel Landing 4th a distance of 430.44 feet to the Point of Beginning.

All public easements and dedications are hereby vacated by virtue of K.S.A. 12-512b, as amended.

Garver, LLC
_____, Land Surveyor
William K. Clevenger, PS #1437

State of Kansas)
SS
Sedgwick County)

This is to certify that the undersigned owner(s) of the land described in the Land Surveyor's Certificate have caused the same to be surveyed and subdivided on the accompanying plat into lots, blocks, reserves and streets under the name of "CHAPEL LANDING 5TH", Bel Aire, Sedgwick County, Kansas; that all highways, streets, alleys, easements and public sites as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of constructing, operating, maintaining and repairing public improvements; and further that the land contained herein is held and shall be conveyed subject to any applicable restrictions, reservations and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas. Reserves "A", "B" and "C" are hereby reserved for irrigation, walls, lighting, landscaping, berms, walks, drainage, drainage structures, and utilities confined to easements. Reserve "C" is hereby reserved for park improvements, lighting, landscaping, drainage, drainage structures, and utilities confined to easements. Reserve "C" is to be owned by the City of Bel Aire and maintained as specified in the Developer's Agreement. Reserves "A" & "B", are to be owned and maintained by the Home Owners Association for the addition, their successors and/or assigns.

Woodlawn 53, LLC, a
Kansas limited liability company

Randel M. Harder Authorized Signatory

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me, this _____ day of _____, 2022, by Randel M. Harder, Authorized Signatory, on behalf of Woodlawn 53, LLC, a Kansas limited liability company.

Notary Public

My appointment expires _____.

We, Emprise Bank, Wichita, Kansas, holder of a Mortgage on the above described property, do hereby consent to the platting of the Chapel Landing 5th, Bel Aire, Kansas.

Emprise Bank
Commercial Banker

Lori J. Newell

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me, this _____ day of _____, 2022, by, Lori J. Newell, Commercial Banker, on behalf of Emprise Bank.

Notary Public

My appointment expires _____.

State of Kansas)
SS
County of Sedgwick)

This plat of "CHAPEL LANDING 5TH", Bel Aire, Sedgwick County, Kansas, has been submitted to and approved by the Bel Aire City Planning Commission, Bel Aire, Kansas, and is hereby transmitted to the City Council of the City of Bel Aire, Kansas, with the recommendation that such plat be approved as proposed.

Dated this _____ day of _____, 2022.

James Schmidt Chairperson

Attest:

Anne Stephens Secretary

State of Kansas)
SS
County of Sedgwick)

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Bel Aire, Kansas on _____, 2022.

_____, Mayor
Jim Benage

Attest:

Melissa Krehbiel City Clerk

State of Kansas)
SS
County of Sedgwick)

The title evidence of the land included in this plat has been reviewed by me and this plat is approved pursuant to the provisions of K.S.A. 12-401.

Date Signed: _____, 2022.

By: _____
Jacqueline Kelly, City Attorney

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2022.

Deputy County Surveyor
Sedgwick County Kansas

Tricia L. Robello, PS #1246

Entered on transfer record this _____ day of _____, 2022.

Kelly B. Arnold County Clerk

State of Kansas)
SS
Sedgwick County)

This is to certify that this plat has been filed for record in the office of the Register of

Deeds, this _____ day of _____, 2022, at _____ o'clock __ M., and is duly recorded.

Tonya Buckingham Register of Deeds

Kenly Zehring Deputy

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

No fences will be allowed within pipeline easements.

Unless otherwise shown, the Building Setbacks shall be as follows:

Front building setback shall be 25 feet.
Street side building setback shall be 15 feet.
Rear yard building setback shall be 20 feet.
Side yard building setback shall be 6 feet.

Minimum lot size: 8,400 square feet
Minimum lot width: 65 feet, measured along the front building setback line
Minimum lot depth: 120 feet, measured at right angles on the horizontal plane at the midpoint for non-rectangle lots

Accessory buildings
Accessory buildings are allowed on all lots, subject to the following:
1. All construction, including additions, alterations, modifications, and/or use of any detached shed, shall be subject to all applicable governmental laws, codes, regulations, licensure, permitting and inspection associated with construction and property maintenance within the City of Bel Aire, Kansas.
2. Sheds may be permitted within a rear set back line but no closer than 10' to a rear property line.
3. The side yard shall be maintained at 6 feet, and no sheds may be located within a side yard setback.
4. All properties shall comply with the required 35-45% land coverage codes, as well as conform to the type and height structure restrictions.






CHAPEL LANDING 5TH

Re-plat of Part of Chapel Landing
Bel Aire, Sedgwick County, Kansas
Part of the NE1/4 of Sec. 24, T26S, R1E



Sanitary Sewer Improvements

-  Phase 1 Improvements
-  Phase 2 Improvements
-  Lots assessed in prior phases

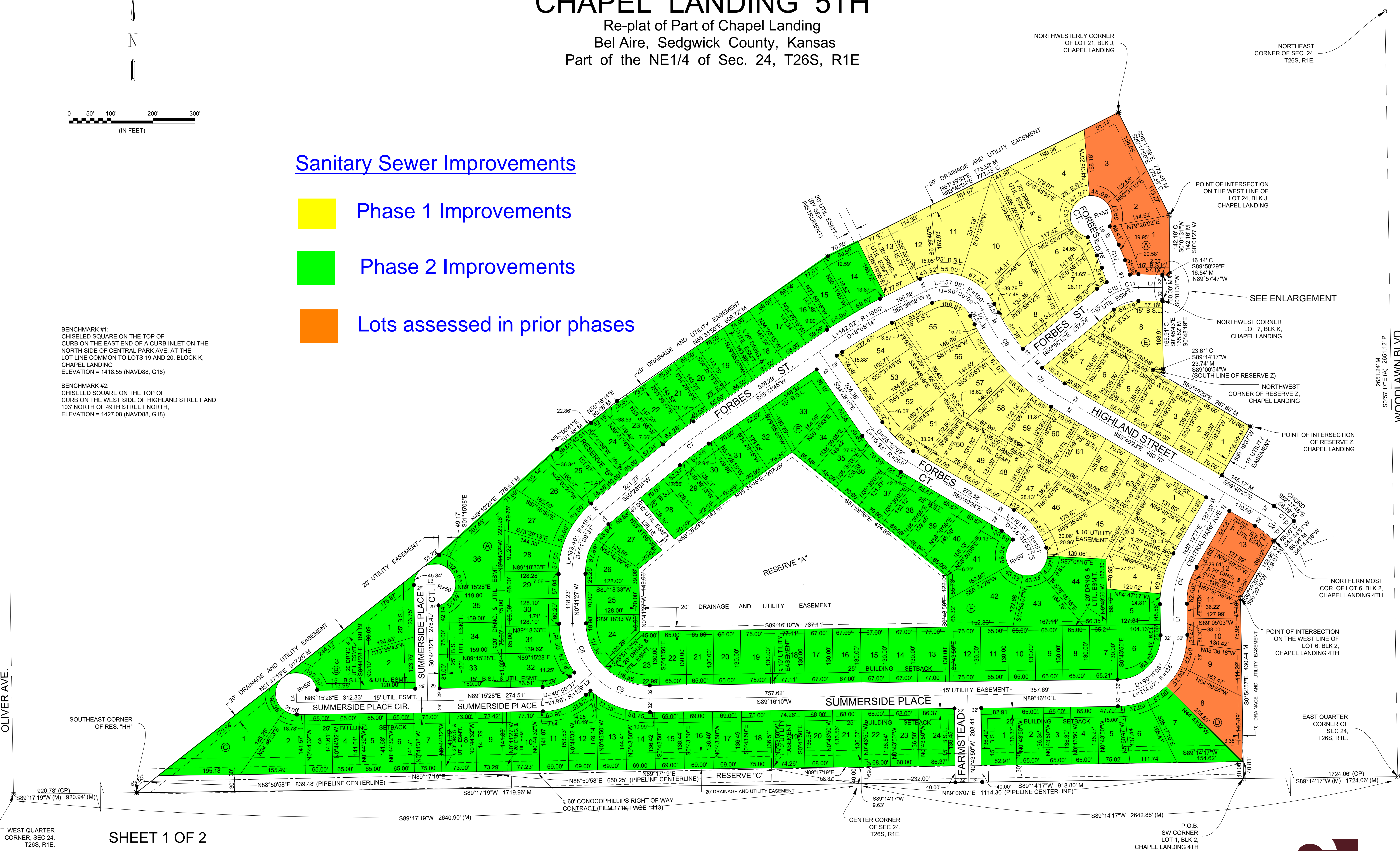
BENCHMARK #1:
CHISELED SQUARE ON THE TOP OF
CURB ON THE EAST END OF A CURB INLET ON THE
NORTH SIDE OF CENTRAL PARK AVE. AT THE
LOT LINE COMMON TO LOTS 19 AND 20, BLOCK K,
CHAPEL LANDING
ELEVATION = 1418.55 (NAVD88, G18)

BENCHMARK #2:
CHISELED SQUARE ON THE TOP OF
CURB ON THE WEST SIDE OF HIGHLAND STREET AND
103' NORTH OF 49TH STREET NORTH,
ELEVATION = 1427.08 (NAVD88, G18)

OLIVER AVE.

WEST QUARTER
CORNER, SEC. 24,
T26S, R1E.

SHEET 1 OF 2



DWG FILE: 21S04022 PLATTING BASE
PROJECT NO. 21S04022
MARCH 17, 2022



GARVER
8535 E. 21st Street N.
Suite 130
Wichita, KS 67206
(316) 264-8008
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CHAPEL LANDING 5TH

Re-plat of Part of Chapel Landing
Bel Aire, Sedgwick County, Kansas
Part of the NE1/4 of Sec. 24, T26S, R1E

State of Kansas)
SS
Sedgwick County)

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LEGAL DESCRIPTION:
That part of Chapel Landing, Bel Aire, Sedgwick County, Kansas, described as:

Beginning at the Southwest Corner of Lot 1, Block 2, in Chapel Landing 4th, Bel Aire, Sedgwick County, Kansas; thence West along the South Line of the Northeast Quarter of Section Twenty-Four, Township Twenty-Six South, Range One East of the Sixth Principal Meridian, said Line also being the Original Common Line Between Chapel Landing and Kappelman's Bel Aire Heights Second Addition, a distance of 918.80 feet to the Southeast Corner of the Northwest Quarter of said Section Twenty-Four; thence continuing West along said Quarter Section Line with a deflection to the right of 0°03'02" a distance of 1719.96 feet to the intersection of said Quarter Section Line and Reserve "HH" line as Platted in said Chapel Landing, also being the Southeasterly line of the Conoco-Phillips Pipeline Easement; thence Northeasterly along said Reserve Line with a deflection to the right of 142°30'00" a distance of 917.26 feet; thence with a deflection to the left of 3°36'59" and a distance of 378.61 feet; thence continuing along said Reserve Line with a deflection to the right of 3°50'17" and a distance of 101.48 feet; thence continuing along said Reserve Line with a deflection to the left of 1°44'27" and a distance of 80.68 feet; thence continuing along said Reserve Line with a deflection to the right of 5°15'36" and a distance of 609.72 feet; thence continuing along said Reserve Line with a deflection to the right of 8°08'14" and a distance of 773.43 feet to the Northwesterly Corner of Lot 21, Block J in said Chapel Landing; thence Southeasterly with a deflection to the right of 90°02'06" along the Westerly Lot Lines of Lots 21, 22, 23 and 24 for a distance of 273.35 feet to a point of intersection on the West Line of said Lot 24; thence South with a deflection to the right of 26°19'21" along the West Lot Lines of Lots 24 and 25 a distance of 142.18 feet to the North right of way of Forbes Street; thence West along said right of way a distance of 16.44 feet; thence South at right angles to the South right of way of said Forbes Street a distance of 60.00 feet to the Northwest Corner of Lot 7, Block K in said Chapel Landing; thence South with a deflection to the left of 0°47'14" along said Lot 7 a distance of 165.91 feet to the North Line of Reserve "Z" in said Chapel Landing; thence West at right angles along said North Line a distance of 23.61 feet; thence Southeasterly with a deflection to the left of 148°54'40" along said Reserve "Z" a distance of 267.60 feet; thence Southwesterly at right angles and continuing along said Reserve Line a distance of 135.00 feet to the Northeasterly right of way of Highland Street as Platted in said Chapel Landing; thence Southeasterly at right angles along said right of way of said Highland Street a distance of 145.17 feet; thence Southeasterly along said right of way of said Highland Street on a curve to the right with a radius of 233.00 feet and an arc length of 58.64 feet and a delta of 14°25'14"; thence at right angles to said right of way a distance of 66.00 feet to the Southwesterly line of said Highland Street and the Northern Most Corner of Lot 6, Block 2 in said Chapel Landing 4th; thence Southwesterly along said Lot 6 a distance of 158.96 feet to a point of intersection on the West Line of said Lot 6; thence South with a deflection of 31°14'34" to the left along the West Line of said Lot 6 and Lots 5, 4, 3, 2 and 1 Block 2, in said Chapel Landing 4th a distance of 430.44 feet to the Point of Beginning.

All public easements and dedications are hereby vacated by virtue of K.S.A. 12-512b, as amended.

Garver, LLC
_____, Land Surveyor
William K. Clevenger, PS #1437

State of Kansas)
SS
Sedgwick County)

This is to certify that the undersigned owner(s) of the land described in the Land Surveyor's Certificate have caused the same to be surveyed and subdivided on the accompanying plat into lots, blocks, reserves and streets under the name of "CHAPEL LANDING 5TH", Bel Aire, Sedgwick County, Kansas; that all highways, streets, alleys, easements and public sites as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of constructing, operating, maintaining and repairing public improvements; and further that the land contained herein is held and shall be conveyed subject to any applicable restrictions, reservations and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas. Reserves "A", "B" and "C" are hereby reserved for irrigation, walls, lighting, landscaping, berms, walks, drainage, drainage structures, and utilities confined to easements. Reserve "C" is hereby reserved for park improvements, lighting, landscaping, drainage, drainage structures, and utilities confined to easements. Reserve "C" is to be owned by the City of Bel Aire and maintained as specified in the Developer's Agreement. Reserves "A" & "B", are to be owned and maintained by the Home Owners Association for the addition, their successors and/or assigns.

Woodlawn 53, LLC, a
Kansas limited liability company

Randel M. Harder Authorized Signatory

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me, this _____ day of _____, 2022, by Randel M. Harder, Authorized Signatory, on behalf of Woodlawn 53, LLC, a Kansas limited liability company.

Notary Public

My appointment expires _____.

We, Emprise Bank, Wichita, Kansas, holder of a Mortgage on the above described property, do hereby consent to the platting of the Chapel Landing 5th, Bel Aire, Kansas.

Emprise Bank
Commercial Banker

Lori J. Newell

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me, this _____ day of _____, 2022, by, Lori J. Newell, Commercial Banker, on behalf of Emprise Bank.

Notary Public

My appointment expires _____.

State of Kansas)
SS
County of Sedgwick)

This plat of "CHAPEL LANDING 5TH", Bel Aire, Sedgwick County, Kansas, has been submitted to and approved by the Bel Aire City Planning Commission, Bel Aire, Kansas, and is hereby transmitted to the City Council of the City of Bel Aire, Kansas, with the recommendation that such plat be approved as proposed.

Dated this _____ day of _____, 2022.

James Schmidt Chairperson

Attest:

Anne Stephens Secretary

State of Kansas)
SS
County of Sedgwick)

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Bel Aire, Kansas on _____, 2022.

_____, Mayor
Jim Benage

Attest:

Melissa Krehbiel City Clerk

State of Kansas)
SS
County of Sedgwick)

The title evidence of the land included in this plat has been reviewed by me and this plat is approved pursuant to the provisions of K.S.A. 12-401.

Date Signed: _____, 2022.

By: _____
Jacqueline Kelly, City Attorney

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2022.

Deputy County Surveyor
Sedgwick County Kansas

Tricia L. Robello, PS #1246

Entered on transfer record this _____ day of _____, 2022.

Kelly B. Arnold County Clerk

State of Kansas)
SS
Sedgwick County)

This is to certify that this plat has been filed for record in the office of the Register of

Deeds, this _____ day of _____, 2022, at _____ o'clock __ M., and is duly recorded.

Tonya Buckingham Register of Deeds

Kenly Zehring Deputy

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

No fences will be allowed within pipeline easements.

Unless otherwise shown, the Building Setbacks shall be as follows:

Front building setback shall be 25 feet.
Street side building setback shall be 15 feet.
Rear yard building setback shall be 20 feet.
Side yard building setback shall be 6 feet.

Minimum lot size: 8,400 square feet
Minimum lot width: 65 feet, measured along the front building setback line
Minimum lot depth: 120 feet, measured at right angles on the horizontal plane at the midpoint for non-rectangle lots

Accessory buildings
Accessory buildings are allowed on all lots, subject to the following:
1. All construction, including additions, alterations, modifications, and/or use of any detached shed, shall be subject to all applicable governmental laws, codes, regulations, licensure, permitting and inspection associated with construction and property maintenance within the City of Bel Aire, Kansas.
2. Sheds may be permitted within a rear set back line but no closer than 10' to a rear property line.
3. The side yard shall be maintained at 6 feet, and no sheds may be located within a side yard setback.
4. All properties shall comply with the required 35-45% land coverage codes, as well as conform to the type and height structure restrictions.



Gilmore & Bell, P.C.
05/10/2022

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 1).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in *The Ark Valley News*, on May __, 2022)

RESOLUTION NO. [__]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 1).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

That there be constructed pavement on FORBES/HIGHLAND/FORBES from the west line of Lot 13, Block A Chapel Landing 5th to the east line of said addition; HIGHLAND STREET from the south line of Forbes to the east line of said addition; FORBES COURT from the north line of Forbes to and including cul-de-sac; and CENTRAL PARK AVENUE from the south line of Lot 12, Block D in said addition to the south line of Highland Street.

That said pavement on Forbes, Highland and Central Park Avenue between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-five (35) feet and that said pavement on Forbes Court between aforesaid limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. 5' sidewalk shall be installed on the northerly side of Forbes, easterly side of Highland and northerly side of Central Park Avenue. Drainage to be installed where necessary.

(b) The estimated or probable cost of the Improvements is: \$783,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2022.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Chapel Landing 5th
Lots 1 through 13, Block A
Lots 12 through 13, Block D
Lots 1 through 8, Block E
Lots 1 through 3, and 55 through 63, Block F

in to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 13, Block A; Lots 12 through 13, Block D; Lots 1 through 8, Block E; Lots 1 through 3, and 55 through 63, Block F; in Chapel Landing 5th Addition to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/35 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other Improvements.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
05/10/2022

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 1).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in *The Ark Valley News*, on May __, 2022)

RESOLUTION NO. [__]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 1).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with sewer line improvements authorized by the City, all pursuant to K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

That there be constructed a lateral sanitary sewer to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire , Kansas.

(b) The estimated or probable cost of the Improvements is: \$246,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2022.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Chapel Landing 5th
Lots 4 through 13, Block A
Lots 1 through 4, and 45 through 63, Block F
Lots 1 through 8, Block E

in the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 4 through 13, Block A; Lots 1 through 4, and 45 through 63, Block F; Lots 1 through 8, Block E; Chapel Landing 5th Addition; to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/41 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) In accordance with the provisions of K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing sanitary sewer main, which has been authorized by Resolution of the City, such benefit fee to be in the amount of \$34,700, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

(f) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
05/10/2022

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAINAGE IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 1).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in *The Ark Valley News*, on May __, 2022)

RESOLUTION NO. [__]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAINAGE IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 1).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

That there be constructed a storm water pipe and mass grading to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: \$313,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2022.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Chapel Landing 5th Addition
Lots 1 through 36, Block A
Lots 1 through 3, Block B
Lots 1 through 24, Block C
Lots 1 through 13, Block D
Lot 1 through 8, Block E
Lots 1 through 63, Block F

in the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 36, Block A; Lots 1 through 3, Block B; Lots 1 through 24, Block C; Lots 1 through 13, Block D; Lot 1 through 8, Block E; Lots 1 through 63, Block F; Chapel Landing 5th Addition; to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/147 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
05/10/2022

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS/ CHAPEL LANDING 5TH ADDITION-PHASE 1).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in *The Ark Valley News*, on May __, 2022)

RESOLUTION NO. [__]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS/ CHAPEL LANDING 5TH ADDITION-PHASE 1).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with water line improvements authorized by the City, all pursuant to K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: \$180,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2022.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Chapel Landing 5th
Lots 1 through 13, Block A
Lots 12 through 13, Block D
Lots 1 through 8, Block E
Lots 1 through 3, and 55 through 63, Block F

to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 13, Block A; Lots 12 through 13, Block D; Lots 1 through 8, Block E; Lots 1 through 3, and 55 through 63, Block F; Chapel Landing 5TH Addition; to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/35 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) In accordance with the provisions of K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing water main, which has been authorized by Resolution of the City, such benefit fee to be in the amount of \$21,300, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

(f) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
05/10/2022

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BELAIRE, KANSAS
HELD ON MAY 17, 2022

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BELAIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 2).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in *The Ark Valley News*, on May __, 2022)

RESOLUTION NO. [__]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 2).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

That there be constructed pavement on SUMMERSIDE PLACE CIRCLE from the intersection of Summerside Place and Summerside Court to and including the cul-de-sac; SUMMERSIDE PLACE COURT from the intersection of Summerside Place and Summerside Place Circle to and including the cul-de-sac; SUMMERSIDE PLACE from the intersection of Summerside Place Circle and Summerside Place Court to the intersection of Forbes and Summerside Place; SUMMERSIDE PLACE/CENTRAL PARK from the intersection of Forbes and Summerside Place to the south line of Lot 12, Block D, Chapel Landing 5th Addition; FORBES from the north line of Summerside Place to the west line of Lot 13, Block A of said addition; FARMSTEAD from the south line of Summerside Place to the south line of said Addition; and FORBES COURT from the south line of Forbes to and including the cul-de-sac.

That said pavement on Summerside Place/Central Park, Forbes and Farmstead between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-five (35) feet and that said pavement on Summerside Place Circle, Summerside Place Court, Summerside Place and Forbes Court between aforesaid, limits be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. 5' sidewalk shall be installed on the northerly and westerly side of Forbes, northerly

side of Summerside Place/Central Park Avenue and the west side Farmstead. Drainage to be installed where necessary.

(b) The estimated or probable cost of the Improvements is: \$2,512,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2022.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Chapel Landing 5th
Lots 14 through 36, Block A
Lots 1 through 3, Block B
Lots 1 through 24, Block C
Lots 1 through 11, Block D
Lots 4 through 54, Block F

to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 14 through 36, Block A; Lots 1 through 3, Block B; Lots 1 through 24, Block C; Lots 1 through 11, Block D; and Lots 4 through 54, Block F; in Chapel Landing 5th Addition to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/112 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other Improvements.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
05/10/2022

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 2).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in *The Ark Valley News*, on May __, 2022)

RESOLUTION NO. [__]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CHAPEL LANDING 5TH ADDITION-PHASE 2).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with sewer line improvements authorized by the City, all pursuant to K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

That there be constructed a lateral sanitary sewer to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire , Kansas.

(b) The estimated or probable cost of the Improvements is: \$582,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2022.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Chapel Landing 5th
Lots 14 through 36, Block A
Lots 1 through 3, Block B
Lots 1 through 24, Block C
Lots 1 through 7, Block D
Lots 5 through 44, Block F

in the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 14 through 36, Block A; Lots 1 through 3, Block B; Lots 1 through 24, Block C; Lots 1 through 7, Block D; and Lots 5 through 44, Block F; Chapel Landing 5th Addition; to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/97 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) In accordance with the provisions of K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing sanitary sewer main, which has been authorized by Resolution of the City, such benefit fee to be in the amount of \$82,000, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

(f) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued

to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
05/10/2022

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS/ CHAPEL LANDING 5TH ADDITION-PHASE 2).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in *The Ark Valley News*, on May __, 2022)

RESOLUTION NO. [__]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS/ CHAPEL LANDING 5TH ADDITION-PHASE 2).

WHEREAS, a Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with water line improvements authorized by the City, all pursuant to K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described below, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: \$576,000. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2022.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Chapel Landing 5th
Lots 14 through 36, Block A
Lots 1 through 3, Block B
Lots 1 through 24, Block C
Lots 1 through 11, Block D
Lots 4 through 54, Block F

to the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement for which the Improvement District shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 14 through 36, Block A; Lots 1 through 3, Block B; Lots 1 through 24, Block C; Lots 1 through 11, Block D; and Lots 4 through 54, Block F; Chapel Landing 5th Addition; to the City of Bel Aire, Sedgwick County, Kansas, shall each pay 1/112 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) In accordance with the provisions of K.S.A. 12-6a19 and K.S.A. 12-101 *et seq.*, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing water main, which has been authorized by Resolution of the City, such benefit fee to be in the amount of \$21,300, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

(f) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Melissa Krehbiel, Clerk

PHASE 1 PAVING PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Skyview at Block 49 2nd Addition

Lots 10 & 27-36, Block C

Lots 6-25, Block D

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on **SUMMERSIDE PLACE** from the east line of Lot 1, Block 5 to the west line of Toben Drive; **TOBEN DRIVE** from the east line of Summerside Place to the north line of Lot 6, Block C; **TOBEN COURT** from the west line of Toben Drive to the west line of Lot 27, Block C.

That said pavement on Summerside Place and Toben Drive between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-five (35) feet. Said pavement on Toben Court between aforesaid limits shall be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5' sidewalk shall be installed on the west side of Toben Drive adjacent to the new pavement in side-yard areas where driveways are not proposed.

- (b) That the estimated and probable cost of the foregoing improvement being Three Hundred Ninety-Six Thousand Dollars (\$396,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1, 2022.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Skyview at Block 49 2nd Addition

Lots 10 & 27-36, Block C

Lots 6-25, Block D

The above listed lots shall each pay 1/31 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.


Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|--|---|----------------|
| Skyview at Block 49 2nd Addition Lots 10 & 27-36, Block C Lots 6-25, Block D | By:  Andrew Reese, Managing Member Skyview at Block 49, LLC | <u>4/22/22</u> |

PHASE 1 SIDEWALK PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Skyview at Block 49 2nd Addition

Lots 10 & 27-36, Block C

Lots 6-25, Block D

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a 5' wide sidewalk on the west side of Toben Drive from the north line of Summerside Place to the north line of Lot 7, Block 6; the north side of Summerside place from the east line of Lot 1, Block 5 to the west line of Toben Drive; according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Eighteen Thousand Dollars (\$18,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1, 2022.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said

improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

Skyview at Block 49 2nd Addition

Lots 10 & 27-36, Block C

Lots 6-25, Block D

The above listed lots shall each pay 1/31 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.


Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|--|---|----------------|
| Skyview at Block 49 2nd Addition Lots 10 & 27-36, Block C Lots 6-25, Block D | By:  Andrew Reese, Managing Member Skyview at Block 49, LLC | <u>4/22/22</u> |

PHASE 1 SANITARY SEWER PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Skyview at Block 49 2nd Addition

Lots 20-35, Block C

Lots 6-24, Block D

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being One Hundred Seventy-Three Thousand Dollars (\$173,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2022.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing sanitary sewer main, such benefit fee to be in the amount of Twenty Seven Thousand Seven Hundred Dollars (\$27,700).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction

because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Skyview at Block 49 2nd Addition

Lots 20-35, Block C

Lots 6-24, Block D

The above lots shall each pay 1/35 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a re-spread agreement submitted to the City of Bel Aire.


- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the

proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|---|---|----------------|
| Skyview at Block 49 2nd Addition Lots 20-35, Block C Lots 6-24, Block D |  By: _____ Andrew Reese, Managing Member Skyview at Block 49, LLC | <u>4/22/22</u> |

PHASE 1 STORM WATER DRAIN PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Skyview at Block 49 2nd Addition

Lots 1-2, Block A
Lots 1-27, Block B
Lots 1-36, Block C
Lots 1-25, Block D

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed storm sewer pipe and mass grading to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being Two Hundred Eighty-Nine Thousand Dollars (\$289,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1, 2022.
- (c) (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said

improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Skyview at Block 49 2nd Addition

Lots 1-2, Block A
 Lots 1-27, Block B
 Lots 1-36, Block C
 Lots 1-25, Block D




Lots 19-36, Block C and Lots 6-25, Block D shall each pay 3/166 of the total cost of the improvements. Lots 1-2, Block A, Lots 1-27, Block B, Lots 1-18, Block C and Lots 1-5, Block D shall each pay 1/166 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|---|-----------|----------------|
| <u>Skyview at Block 49 2nd Addition</u> | | |
| Lots 1-2, Block A | | |
| Lots 1-27, Block B | | |
| Lots 1-36, Block C | | |
| Lots 1-25, Block D | | |
| By:  | | <u>4/22/22</u> |
| Andrew Reese, Managing Member | | |
| Skyview at Block 49, LLC | | |

PHASE 1 WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Bel Aire, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Skyview at Block 49 2nd Addition

Lots 10 & 27-36, Block C

Lots 6-25, Block D

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being One Hundred and Twenty-One Thousand Dollars (\$121,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after April 1, 2022.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of an existing water main, such benefit fee to be in the amount of Fifteen Thousand Five Hundred Dollars (\$15,500).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Bel Aire incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of

Bel Aire to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Skyview at Block 49 2nd Addition

Lots 10 & 27-36, Block C

Lots 6-25, Block D

The above listed lots shall each pay 1/31 of the total cost of improvements.


In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|--|--|----------------|
| Skyview at Block 49 2nd Addition Lots 10 & 27-36, Block C Lots 6-25, Block D | By:  Andrew Reese, Managing Member Skyview at Block 49, LLC | <u>4/22/22</u> |

Skyview at Block 49 2nd Addition Phase 1
Bel Aire, Kansas
4/19/2022
Petition Cost Summary

| | |
|---------------------------|----------|
| Phase 1 Sanitary Sewer | \$8.20 |
| Phase 2 Sanitary Sewer | \$26.19 |
| Water Distribution System | \$20.68 |
| Paving | \$67.69 |
| Sidewalk | \$3.18 |
| Phase 1 SWS | \$14.00 |
| Phase 2 SWS | \$27.68 |
| Sewer Main Benefit Fee | \$3.86 |
| Water Main Benefit Fee | \$2.74 |
| | |
| Total of All | \$174.23 |

20 Years

SANITARY PETITION ESTIMATE

Skyview at Block 49 2nd Addition Phase 1
Bel Aire, Kansas
4/19/2022

| Item | <u>Quantity</u> | | <u>Unit Price</u> | <u>Total</u> |
|--|------------------------|----|--------------------------|---------------------|
| SS PVC Pipe 08" | 1270 | lf | \$36.50 | \$46,355.00 |
| Standard Type P MH | 4 | ea | \$3,800.00 | \$15,200.00 |
| 8" Cleanout Riser Assembly | 1 | ea | \$1,800.00 | \$1,800.00 |
| 4" Riser Assembly | 38 | ea | \$1,000.00 | \$38,000.00 |
| Flowable Fill | 40 | lf | \$100.00 | \$4,000.00 |
| Erosion Control BMP, Construction Entrance | 1 | ea | \$5,000.00 | \$5,000.00 |
| Pipe Testing | 1 | ls | \$1,500.00 | \$1,500.00 |
| Site Clearing & Restoration | 1 | ls | \$7,500.00 | \$7,500.00 |
| | | | | |
| | | | Sub-total | \$119,355.00 |
| | | | | |
| Contingencies (10%) | | | | \$11,935.50 |
| | | | | |
| Engineering, etc. (35%) | | | | \$41,774.25 |
| | | | | |
| | | | Total | \$173,064.75 |

PETITION AMOUNT**\$173,000.00**

letter of credit

\$60,550.00

Benefit District**No. Lots****Cost per Lot**

Lots 20-35, Block C

16

Lots 6-24, Block D

19

Total Lots

35

\$4,942.86

Monthly Cost per share (20 yrs, 2.5%)

\$26.19

WATER PETITION ESTIMATE

Skyview at Block 49 2nd Addition Phase 1
Bel Aire, Kansas
4/19/2022

| Item | <u>Quantity</u> | | <u>Unit Price</u> | <u>Total</u> |
|--|------------------------|----|--------------------------|---------------------|
| WL PVC Pipe 08" | 1340 | lf | \$40.00 | \$53,600.00 |
| Gate Valve Assembly 8" | 2 | ea | \$1,200.00 | \$2,400.00 |
| Anchored Gate Valve Assembly 8" | 1 | ea | \$1,350.00 | \$1,350.00 |
| Blowoff Assembly 2" | 2 | ea | \$1,000.00 | \$2,000.00 |
| Long Services | 10 | ea | \$1,000.00 | \$10,000.00 |
| Fire Hydrant Assembly | 2 | ea | \$3,750.00 | \$7,500.00 |
| Sand Backfill | 40 | lf | \$10.00 | \$400.00 |
| Erosion Control BMP, Construction Entrance | 1 | ea | \$500.00 | \$500.00 |
| Contractor Inspection & Testing | 1 | ls | \$1,350.00 | \$1,350.00 |
| Site Clearing & Restoration | 1 | ls | \$1,500.00 | \$1,500.00 |
| | | | | |
| | | | Sub-total | \$80,600.00 |
| | | | | |
| Contingencies (10%) | | | | \$8,060.00 |
| | | | | |
| Engineering, etc. (40%) | | | | \$32,240.00 |
| | | | Total | \$120,900.00 |

PETITION AMOUNT**\$121,000.00**

letter of credit

\$42,350.00

Benefit District**No. Lots****Cost per Lot**

Lots 10, 27-36, Block C

11

Lots 6-25 Block D

20

Total Lots

31

\$3,903.23

Monthly Cost (20 yrs, 2.5%)

\$20.68

Paving Petition Estimate

Skyview at Block 49 2nd Addition Phase 1

Bel Aire, Kansas

4/19/2022

| | <u>Quantity</u> | | <u>Unit Price</u> | <u>Total</u> |
|------------------------------------|-----------------|----|-------------------|---------------------|
| Paving Items | | | | |
| Concrete Pavement 6" | 4000 | sy | 42.00 | 168,000.00 |
| Reinforced Crushed Rock Base (5") | 4920 | sy | 9.00 | 44,280.00 |
| RCVG Pavement (7") | 100 | sy | 55.00 | 5,500.00 |
| Monolithic C & G (6 5/8" RL) | 70 | lf | 9.00 | 630.00 |
| Comb. C & G (3 5/8" RL & 1 1/2") | 2380 | lf | 10.00 | 23,800.00 |
| Concrete Sidewalk (6") | 2000 | sf | 5.00 | 10,000.00 |
| Wheelchair Ramp | 2 | ea | 550.00 | 1,100.00 |
| Inlet Hookups | 2 | ea | 500.00 | 1,000.00 |
| Earth Work Items | | | | |
| Excavation | 2066 | cy | 8.00 | 16,528.00 |
| | | | | |
| General Items | | | | |
| Sediment Barrier, Inlet | 8 | ea | 200.00 | 1,600.00 |
| Site Clearing & Restoration | 1 | LS | 1,500.00 | 1,500.00 |
| Project Seeding | 1 | LS | 4,500.00 | 4,500.00 |
| Set Property Irons | 1 | LS | 1,050.00 | 1,050.00 |
| Erosion Control; Maintain Existing | 1 | LS | 1,000.00 | 1,000.00 |
| | | | | |
| Storm Water Sewer Drain | | | | |
| Inlet Underdrain | 60 | lf | 15.00 | 900.00 |
| | | | | |
| Traffic | | | | |
| Street Signage | 1 | LS | 1,500.00 | 1,500.00 |
| | | | | |
| Construction Total | | | | \$282,888.00 |
| Project Costs at 30% | | | | \$84,866.40 |
| Contingencies (10%) | | | | \$28,288.80 |
| Total | | | | \$396,043.20 |
| Petition | | | | \$396,000.00 |
| Letter of Credit (35%) | | | | \$139,000.00 |
| 31 Lots, Cost Per Lot | | | | \$12,774.19 |
| 20 Years at 2.5%, Cost Per Lot | | | | \$67.69 |

Sidewalk Petition Estimate

Skyview at Block 49 2nd Addition Phase 1
Bel Aire, Kansas
4/19/2022

| | <u>Quantity</u> | | <u>Unit Price</u> | <u>Total</u> |
|--------------------------------|-----------------|----|-------------------|--------------------|
| Paving Items | | | | |
| Concrete Sidewalk | 3325 | sf | 4.00 | 13,300.00 |
| | | | | |
| Earth Work Items | | | | |
| Excavation | 100 | cy | 4.00 | 400.00 |
| | | | | |
| General Items | | | | |
| Site Clearing & Restoration | 1 | LS | 1,000.00 | 1,000.00 |
| | | | | |
| | | | | |
| Construction Total | | | | \$14,700.00 |
| Project Costs at 25% | | | | \$3,675.00 |
| Total | | | | \$18,375.00 |
| Petition | | | | \$18,000.00 |
| Letter of Credit (35%) | | | | \$6,000.00 |
| 30 Lots, Cost Per Lot | | | | \$600.00 |
| 20 Years at 2.5%, Cost Per Lot | | | | \$3.18 |

Storm Water Drain Petition Estimate

Skyview at Block 49 2nd Addition Phase 1

Bel Aire, Kansas

4/19/2022

| | <u>Quantity</u> | | <u>Unit Price</u> | <u>Total</u> |
|------------------------------------|-----------------|----|-------------------|---------------------|
| Earth Work Items | | | | |
| Excavation | 13800 | cy | 3.00 | 41,400.00 |
| Compacted Fill | 3828 | cy | 1.00 | 3,828.00 |
| | | | | |
| General Items | | | | |
| Sediment Barrier, Inlet | 10 | ea | 150.00 | 1,500.00 |
| Site Clearing & Restoration | 1 | LS | 18,000.00 | 18,000.00 |
| Project Seeding | 1 | LS | 6,000.00 | 6,000.00 |
| BMP, Turf Reinforcement Mat | 70 | sy | 50.00 | 3,500.00 |
| Erosion Control; Maintain Existing | 1 | LS | 1,000.00 | 1,000.00 |
| | | | | |
| Storm Water Sewer Drain | | | | |
| Connect to Existing Structure | 1 | ea | 1,500.00 | 1,500.00 |
| SWS Pipe 24" | 550 | lf | 62.50 | 34,375.00 |
| SWS Pipe 18" | 560 | lf | 52.50 | 29,400.00 |
| SWS Pipe 15" | 930 | lf | 45.00 | 41,850.00 |
| Type 1A Inlet Double | 2 | ea | 4,500.00 | 9,000.00 |
| Backyard Inlet | 8 | ea | 2,800.00 | 22,400.00 |
| Type P Manhole | 1 | ea | 2,250.00 | 2,250.00 |
| Concrete Flume | 50 | lf | 75.00 | 3,750.00 |
| Sand Backfill | 40 | lf | 15.00 | 600.00 |
| Light Stone Rip Rap | 22 | sy | 75.00 | 1,650.00 |
| | | | | |
| | | | | |
| Construction Total | | | | \$222,003.00 |
| Project Costs at 30% | | | | \$66,600.90 |
| Total | | | | \$288,603.90 |
| Petition | | | | \$289,000.00 |
| Letter of Credit (35%) | | | | \$101,000.00 |

| | | |
|-----------------------------------|-----|------------|
| phase 1 Lots (38 lots @ 3 shares) | 114 | \$5,222.89 |
| phase 2 Lots (52 lots @ 1 share) | 52 | \$1,740.96 |
| | 166 | |

20 Years at 2.5%, Cost Per Lot, Phase 1

\$27.68

Skyview at Block 49 2nd Addition Phase 1
Bel Aire, Kansas
4/19/2022

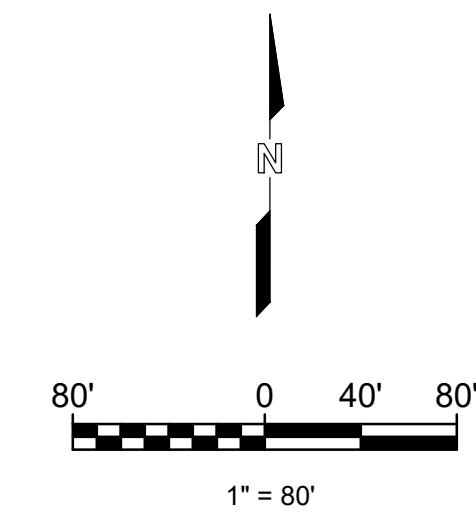
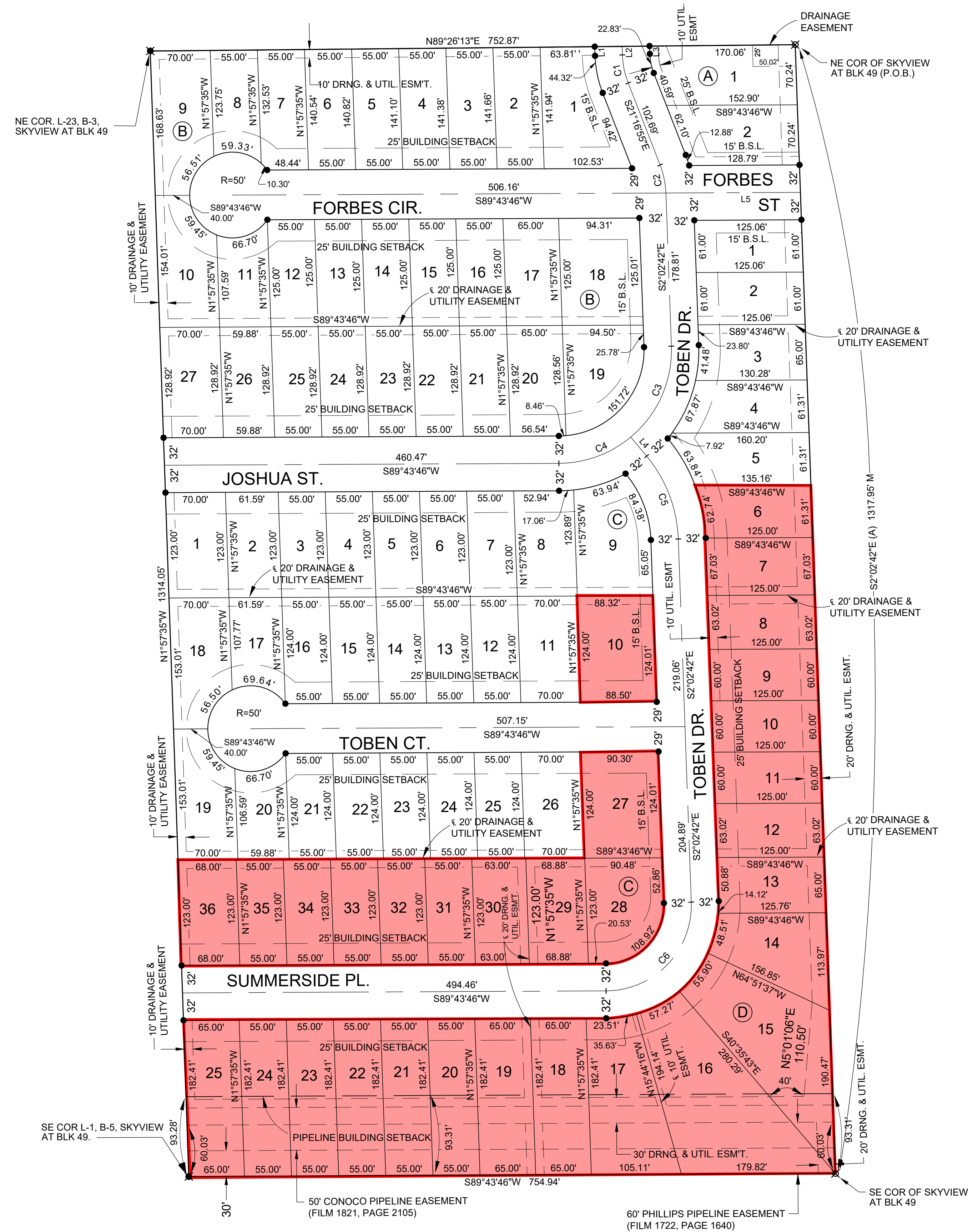
| | |
|---------------------------------------|---------------|
| | |
| Sewer Main Benefit Calculation | |
| Area in square feet | 446781 |
| Main Benefit Fee (\$0.062/sf) | \$27,700.42 |
| With 38 Lots, Cost Per Lot | \$728.96 |
| 20 Years at 2.5% Monthly Assessment | \$3.86 |

Skyview at Block 49 2nd Addition Phase 1
Bel Aire, Kansas
4/19/2022

| | |
|---------------------------------------|---------------|
| | |
| Water Main Benefit Calculation | |
| Area in square feet | 387848 |
| Main Benefit Fee (\$0.04/sf) | \$15,513.92 |
| With 30 Lots, Cost Per Lot | \$517.13 |
| 20 Years at 2.5% Monthly Assessment | \$2.74 |

SKYVIEW AT BLOCK 49 2ND ADDITION

Part of the NE1/4 of Sec. 20, T26S, R2E
Bel Aire, Sedgwick County, Kansas



(A) = Assumed Kansas Zone South Grid Bearing
P = Platted (Rock Spring 2nd Addition)
M = Measured
C = Calculated
D = Described
B.S.L. = Building Setback Line

SURVEY MARKER LEGEND

- ✕ 5/8" REBAR W/GARVER CAP (FOUND - SET IN 2021)
- ✱ 5/8" REBAR W/GARVER CAP (SET)
- MONUMENT TO BE SET WITH STREET CONSTRUCTION PROJECT BY THE STREET DESIGNER

BENCHMARK #1:
CHISELED SQUARE ON THE TOP OF CURB AT THE EAST CURB RETURN AT CYPRESS CIR. AND CHRIS ST.,
ELEVATION = 1417.95 (NAVD88, G12B)

BENCHMARK #2:
CHISELED SQUARE AT THE NORTHWEST CORNER OF A CONCRETE VAULT AT THE NORTHWEST CORNER OF THE CITY OF WICHITA CHLORINATION BUILDING, 702' WEST AND 76' SOUTH OF THE NORTHEAST QUARTER CORNER OF SEC. 20, T26S, R2E,
ELEVATION = 1400.08 (NAVD88, G12B)

Phase 1 Paving, Sidewalk and Water

Lots 10 & 27-36, Block C

Lots 6-25, Block D



Benefit District

SKYVIEW AT BLOCK 49 2ND ADDITION

Bel Aire, Sedgwick County, Kansas
Part of the NE1/4 of Sec. 20, T26S, R2E

State of Kansas)
SS
Sedgwick County)

I, the undersigned, licensed land surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on November 15, 2021 and the accompanying final plat prepared and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 2 EAST OF THE 6th PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, BEING A RE-PLAT OF PART OF SKYVIEW AT BLOCK 49, BEL AIRE, SEDGWICK COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SKYVIEW AT BLOCK 49, BEL AIRE, SEDGWICK COUNTY, KANSAS; THENCE S02°02'42"E ALONG THE EAST LINE OF SAID ADDITION, A DISTANCE OF 1317.95 FEET TO THE SOUTHEAST CORNER OF SAID ADDITION; THENCE S89°43'46"W ALONG THE SOUTH LINE OF SAID ADDITION, A DISTANCE OF 754.94 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 5, IN SAID ADDITION; THENCE N01°57'35"W ALONG THE EAST LOT LINE OF SAID LOT 1 AND EAST LOT LINES OF LOTS 28-34, BLOCK 4 AND EAST LINE OF RESERVE "D" AND LOTS 20-23, BLOCK 3, IN SAID ADDITION, A DISTANCE OF 1314.05 FEET TO THE NORTH LINE OF SAID ADDITION, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 23 BLOCK 3; THENCE N89°26'13"E ALONG SAID NORTH LINE, A DISTANCE OF 752.87 FEET TO THE POINT OF BEGINNING.

All public easements and dedications are hereby vacated by virtue of K.S.A. 12-512b, as amended.

Garver, LLC

Land Surveyor
William K. Clevenger, PS #1437

State of Kansas)
SS
Sedgwick County)

This is to certify that the undersigned owner(s) of the land described in the Land Surveyor's Certificate have caused the same to be surveyed and subdivided on the accompanying plat into lots, blocks and streets under the name of "SKYVIEW AT BLOCK 49 2nd ADDITION", Bel Aire, Sedgwick County, Kansas; that all highways, streets, alleys, easements and public sites as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of constructing, operating, maintaining and repairing public improvements; and further that the land contained herein is held and shall be conveyed subject to any applicable restrictions, reservations and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas.

Skyview at Block 49, LLC, a
Kansas limited liability company

Managing Member
Andrew Reese

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me, this ____ day of _____, 2022, by Andrew Reese, Managing Member, on behalf of Skyview at Block 49, LLC, a Kansas limited liability company.

Notary Public

My appointment expires ____.

We the undersigned, holders of a mortgage on a portion of the above described property, do hereby consent to this plat of "SKYVIEW AT BLOCK 49 2ND ADDITION" Bel Aire, Sedgwick County, Kansas.

Legacy Bank, N.A.

Assistant Vice President
Brice T. Malloy

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me this ____ day of _____, 2022, by Brice T. Malloy, Assistant Vice President of Legacy Bank, N.A., on behalf of the Bank.

Notary Public

My appointment expires ____.

State of Kansas)
SS
County of Sedgwick)

This plat of "SKYVIEW AT BLOCK 49 2ND ADDITION", Bel Aire, Sedgwick County, Kansas, has been submitted to and approved by the Bel Aire Planning Commission, Bel Aire, Kansas, and is hereby transmitted to the City Council of the City of Bel Aire, Kansas, with the recommendation that such plat be approved as proposed.

Dated this ____ day of _____, 2022.

Chairperson

James Schmidt

Attest:

Secretary

Anne Stephens

State of Kansas)
SS
County of Sedgwick)

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Bel Aire, Kansas on _____, 2022.

, Mayor

Jim Benage

Attest:

City Clerk

Melissa Krehbiel

State of Kansas)
SS
County of Sedgwick)

The title evidence of the land included in this plat has been reviewed by me and this plat is approved pursuant to the provisions of K.S.A. 12-401.

Date Signed: _____, 2022.

By: _____
Jacqueline Kelly, City Attorney

Reviewed in accordance with K.S.A. 58-2005 on this ____ day of _____, 2022.

Deputy County Surveyor

Sedgwick County Kansas
Tricia L. Robello, PS #1246

Entered on transfer record this ____ day of _____, 2022.

County Clerk

Kelly B. Arnold

State of Kansas)
SS
Sedgwick County)

This is to certify that this plat has been filed for record in the office of the Register of

Deeds, this ____ day of _____, 2022, at ____ o'clock __ M, and is duly recorded.

Register of Deeds

Tonya Buckingham

Deputy

Kenly Zehring

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

No fences will be allowed within pipeline easements.

The Building Setbacks not shown shall be as follows:
Rear yard building setback shall be 20 feet.
Side yard building setback shall be 6 feet.

Accessory buildings

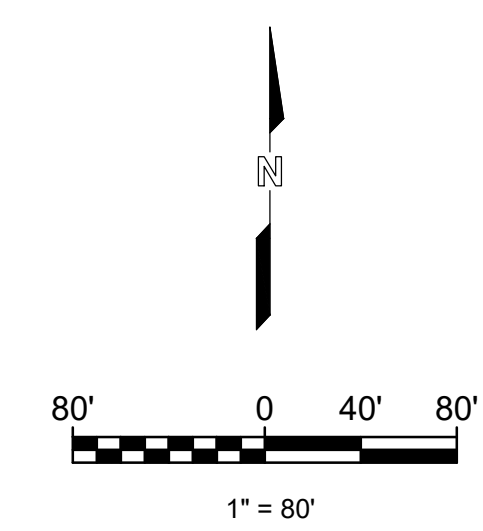
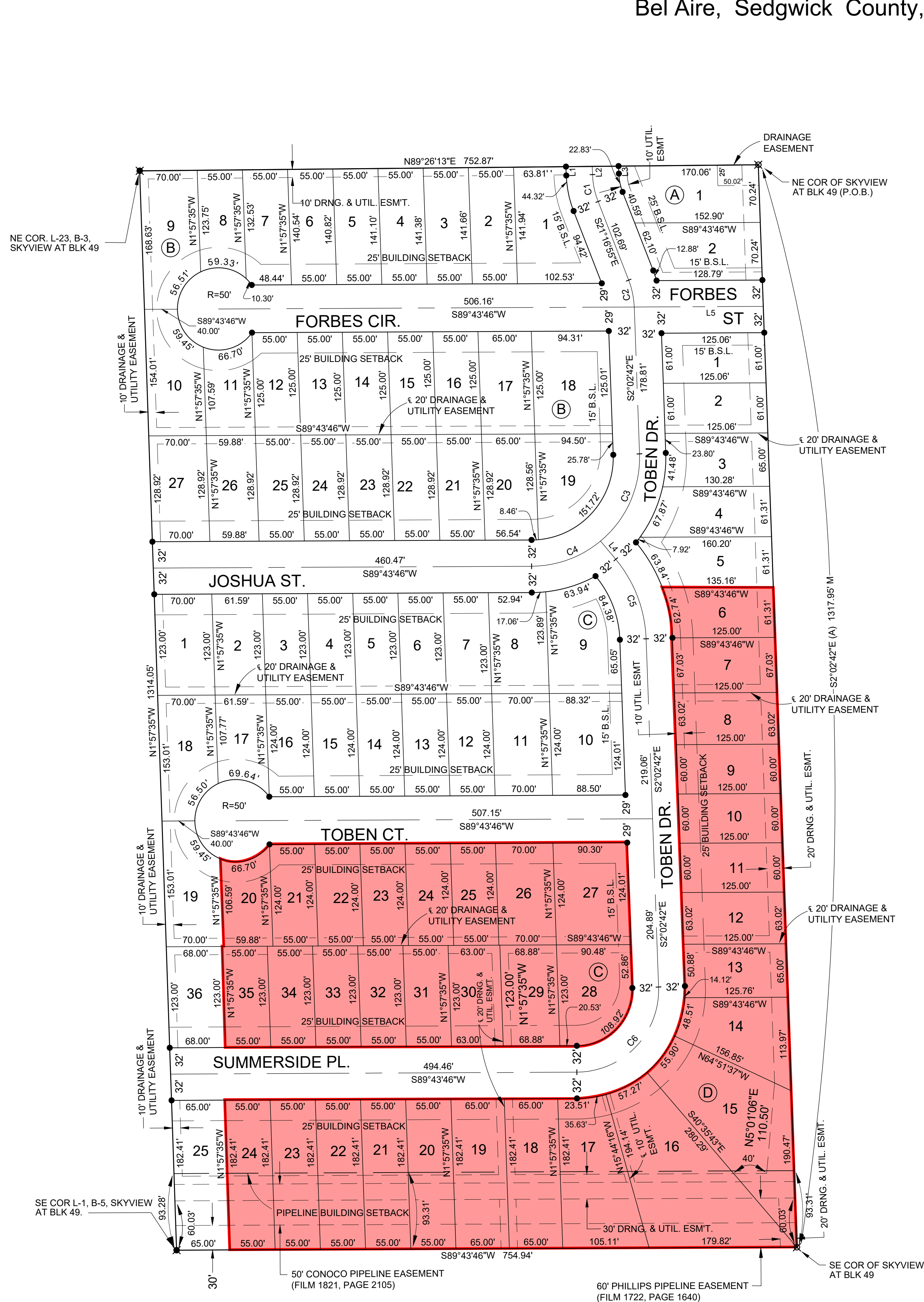
Accessory buildings are allowed on all lots, subject to the following:

1. All construction, including additions, alterations, modifications, and/or use of any detached shed, shall be subject to all applicable governmental laws, codes, regulations, licensure, permitting and inspection associated with construction and property maintenance within the City of Bel Aire, Kansas.
2. Sheds may be permitted within a rear set back line but no closer than 10' to a rear property line.
3. The side yard shall be maintained at 6 feet, and no sheds may be located within a side yard setback.
4. All properties shall comply with the required 35-45% land coverage codes, as well as conform to the type and height structure restrictions.



SKYVIEW AT BLOCK 49 2ND ADDITION

Part of the NE1/4 of Sec. 20, T26S, R2E
Bel Aire, Sedgwick County, Kansas



(A) = Assumed Kansas Zone South Grid Bearing
P = Platted (Rock Spring 2nd Addition)
M = Measured
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B.S.L. = Building Setback Line

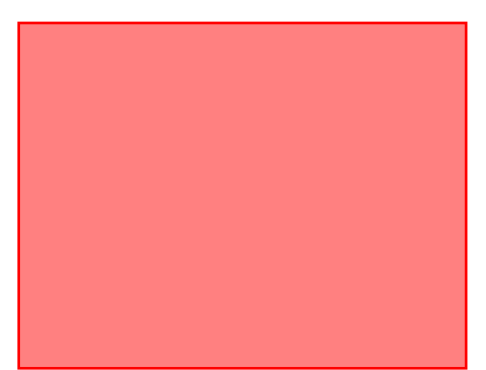
SURVEY MARKER LEGEND

- ✕ 5/8" REBAR W/GARVER CAP (FOUND - SET IN 2021)
- ★ 5/8" REBAR W/GARVER CAP (SET)
- MONUMENT TO BE SET WITH STREET CONSTRUCTION PROJECT BY THE STREET DESIGNER

BENCHMARK #1:
CHISELED SQUARE ON THE TOP OF CURB AT THE EAST CURB RETURN AT CYPRESS CIR. AND CHRIS ST., ELEVATION = 1417.95 (NAVD88, G12B)

BENCHMARK #2:
CHISELED SQUARE AT THE NORTHWEST CORNER OF A CONCRETE VAULT AT THE NORTHWEST CORNER OF THE CITY OF WICHITA CHLORINATION BUILDING, 702' WEST AND 76' SOUTH OF THE NORTHEAST QUARTER CORNER OF SEC. 20, T26S, R2E, ELEVATION = 1400.08 (NAVD88, G12B)

Phase 1 Sanitary Sewer Benefit District



SKYVIEW AT BLOCK 49 2ND ADDITION

Bel Aire, Sedgwick County, Kansas
Part of the NE1/4 of Sec. 20, T26S, R2E

State of Kansas)
SS
Sedgwick County)

I, the undersigned, licensed land surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on November 15, 2021 and the accompanying final plat prepared and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 2 EAST OF THE 6th PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, BEING A RE-PLAT OF PART OF SKYVIEW AT BLOCK 49, BEL AIRE, SEDGWICK COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SKYVIEW AT BLOCK 49, BEL AIRE, SEDGWICK COUNTY, KANSAS; THENCE S02°02'42"E ALONG THE EAST LINE OF SAID ADDITION, A DISTANCE OF 1317.95 FEET TO THE SOUTHEAST CORNER OF SAID ADDITION; THENCE S89°43'46"W ALONG THE SOUTH LINE OF SAID ADDITION, A DISTANCE OF 754.94 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 5, IN SAID ADDITION; THENCE N01°57'35"W ALONG THE EAST LOT LINE OF SAID LOT 1 AND EAST LOT LINES OF LOTS 28-34, BLOCK 4 AND EAST LINE OF RESERVE "D" AND LOTS 20-23, BLOCK 3, IN SAID ADDITION, A DISTANCE OF 1314.05 FEET TO THE NORTH LINE OF SAID ADDITION, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 23 BLOCK 3; THENCE N89°26'13"E ALONG SAID NORTH LINE, A DISTANCE OF 752.87 FEET TO THE POINT OF BEGINNING.

All public easements and dedications are hereby vacated by virtue of K.S.A. 12-512b, as amended.

Garver, LLC

Land Surveyor
William K. Clevenger, PS #1437

State of Kansas)
SS
Sedgwick County)

This is to certify that the undersigned owner(s) of the land described in the Land Surveyor's Certificate have caused the same to be surveyed and subdivided on the accompanying plat into lots, blocks and streets under the name of "SKYVIEW AT BLOCK 49 2nd ADDITION", Bel Aire, Sedgwick County, Kansas; that all highways, streets, alleys, easements and public sites as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of constructing, operating, maintaining and repairing public improvements; and further that the land contained herein is held and shall be conveyed subject to any applicable restrictions, reservations and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas.

Skyview at Block 49, LLC, a
Kansas limited liability company

Managing Member
Andrew Reese

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me, this _____ day of _____, 2022, by Andrew Reese, Managing Member, on behalf of Skyview at Block 49, LLC, a Kansas limited liability company.

Notary Public

My appointment expires _____.

We the undersigned, holders of a mortgage on a portion of the above described property, do hereby consent to this plat of "SKYVIEW AT BLOCK 49 2ND ADDITION" Bel Aire, Sedgwick County, Kansas.

Legacy Bank, N.A.

Assistant Vice President
Brice T. Malloy

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me this _____ day of _____, 2022, by Brice T. Malloy, Assistant Vice President of Legacy Bank, N.A., on behalf of the Bank.

Notary Public

My appointment expires _____.

State of Kansas)
SS
County of Sedgwick)

This plat of "SKYVIEW AT BLOCK 49 2ND ADDITION", Bel Aire, Sedgwick County, Kansas, has been submitted to and approved by the Bel Aire Planning Commission, Bel Aire, Kansas, and is hereby transmitted to the City Council of the City of Bel Aire, Kansas, with the recommendation that such plat be approved as proposed.

Dated this _____ day of _____, 2022.

Chairperson
James Schmidt

Attest:

Secretary
Anne Stephens

State of Kansas)
SS
County of Sedgwick)

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Bel Aire, Kansas on _____, 2022.

, Mayor
Jim Benage

Attest:

City Clerk
Melissa Krehbiel

State of Kansas)
SS
County of Sedgwick)

The title evidence of the land included in this plat has been reviewed by me and this plat is approved pursuant to the provisions of K.S.A. 12-401.

Date Signed: _____, 2022.

By: _____
Jacqueline Kelly, City Attorney

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2022.

Deputy County Surveyor
Sedgwick County Kansas
Tricia L. Robello, PS #1246

Entered on transfer record this _____ day of _____, 2022.

County Clerk
Kelly B. Arnold

State of Kansas)
SS
Sedgwick County)

This is to certify that this plat has been filed for record in the office of the Register of

Deeds, this _____ day of _____, 2022, at _____ o'clock __ M, and is duly recorded.

Register of Deeds
Tonya Buckingham

Deputy
Kenly Zehring

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

No fences will be allowed within pipeline easements.

The Building Setbacks not shown shall be as follows:
Rear yard building setback shall be 20 feet.
Side yard building setback shall be 6 feet.

Accessory buildings
Accessory buildings are allowed on all lots, subject to the following:
1. All construction, including additions, alterations, modifications, and/or use of any detached shed, shall be subject to all applicable governmental laws, codes, regulations, licensure, permitting and inspection associated with construction and property maintenance within the City of Bel Aire, Kansas.
2. Sheds may be permitted within a rear set back line but no closer than 10' to a rear property line.
3. The side yard shall be maintained at 6 feet, and no sheds may be located within a side yard setback.
4. All properties shall comply with the required 35-45% land coverage codes, as well as conform to the type and height structure restrictions.



SKYVIEW AT BLOCK 49 2ND ADDITION

Bel Aire, Sedgwick County, Kansas
Part of the NE1/4 of Sec. 20, T26S, R2E

State of Kansas)
SS
Sedgwick County)

I, the undersigned, licensed land surveyor of the State of Kansas, do hereby certify that the following described tract of land was surveyed on November 15, 2021 and the accompanying final plat prepared and that all the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief:

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 2 EAST OF THE 6th PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, BEING A RE-PLAT OF PART OF SKYVIEW AT BLOCK 49, BEL AIRE, SEDGWICK COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SKYVIEW AT BLOCK 49, BEL AIRE, SEDGWICK COUNTY, KANSAS; THENCE S02°02'42"E ALONG THE EAST LINE OF SAID ADDITION, A DISTANCE OF 1317.95 FEET TO THE SOUTHEAST CORNER OF SAID ADDITION; THENCE S89°43'46"W ALONG THE SOUTH LINE OF SAID ADDITION, A DISTANCE OF 754.94 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 5, IN SAID ADDITION; THENCE N01°57'35"W ALONG THE EAST LOT LINE OF SAID LOT 1 AND EAST LOT LINES OF LOTS 28-34, BLOCK 4 AND EAST LINE OF RESERVE "D" AND LOTS 20-23, BLOCK 3, IN SAID ADDITION, A DISTANCE OF 1314.05 FEET TO THE NORTH LINE OF SAID ADDITION, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 23 BLOCK 3; THENCE N89°26'13"E ALONG SAID NORTH LINE, A DISTANCE OF 752.87 FEET TO THE POINT OF BEGINNING.

All public easements and dedications are hereby vacated by virtue of K.S.A. 12-512b, as amended.

Garver, LLC

Land Surveyor
William K. Clevenger, PS #1437

State of Kansas)
SS
Sedgwick County)

This is to certify that the undersigned owner(s) of the land described in the Land Surveyor's Certificate have caused the same to be surveyed and subdivided on the accompanying plat into lots, blocks and streets under the name of "SKYVIEW AT BLOCK 49 2nd ADDITION", Bel Aire, Sedgwick County, Kansas; that all highways, streets, alleys, easements and public sites as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of constructing, operating, maintaining and repairing public improvements; and further that the land contained herein is held and shall be conveyed subject to any applicable restrictions, reservations and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas.

Skyview at Block 49, LLC, a
Kansas limited liability company

Managing Member
Andrew Reese

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me, this _____ day of _____, 2022, by Andrew Reese, Managing Member, on behalf of Skyview at Block 49, LLC, a Kansas limited liability company.

Notary Public

My appointment expires _____.

We the undersigned, holders of a mortgage on a portion of the above described property, do hereby consent to this plat of "SKYVIEW AT BLOCK 49 2ND ADDITION" Bel Aire, Sedgwick County, Kansas.

Legacy Bank, N.A.

Assistant Vice President
Brice T. Malloy

State of Kansas)
SS
Sedgwick County)

The foregoing instrument acknowledged before me this _____ day of _____, 2022, by Brice T. Malloy, Assistant Vice President of Legacy Bank, N.A., on behalf of the Bank.

Notary Public

My appointment expires _____.

State of Kansas)
SS
County of Sedgwick)

This plat of "SKYVIEW AT BLOCK 49 2ND ADDITION", Bel Aire, Sedgwick County, Kansas, has been submitted to and approved by the Bel Aire Planning Commission, Bel Aire, Kansas, and is hereby transmitted to the City Council of the City of Bel Aire, Kansas, with the recommendation that such plat be approved as proposed.

Dated this _____ day of _____, 2022.

Chairperson
James Schmidt

Attest:

Secretary
Anne Stephens

State of Kansas)
SS
County of Sedgwick)

The dedications shown on this plat, if any, are hereby accepted by the Governing Body of the City of Bel Aire, Kansas on _____, 2022.

, Mayor
Jim Benage

Attest:

City Clerk
Melissa Krehbiel

State of Kansas)
SS
County of Sedgwick)

The title evidence of the land included in this plat has been reviewed by me and this plat is approved pursuant to the provisions of K.S.A. 12-401.

Date Signed: _____, 2022.

By: _____
Jacqueline Kelly, City Attorney

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2022.

Deputy County Surveyor
Sedgwick County Kansas
Tricia L. Robello, PS #1246

Entered on transfer record this _____ day of _____, 2022.

County Clerk
Kelly B. Arnold

State of Kansas)
SS
Sedgwick County)

This is to certify that this plat has been filed for record in the office of the Register of

Deeds, this _____ day of _____, 2022, at _____ o'clock __ M, and is duly recorded.

Register of Deeds
Tonya Buckingham

Deputy
Kenly Zehring

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

No fences will be allowed within pipeline easements.

The Building Setbacks not shown shall be as follows:
Rear yard building setback shall be 20 feet.
Side yard building setback shall be 6 feet.

Accessory buildings
Accessory buildings are allowed on all lots, subject to the following:
1. All construction, including additions, alterations, modifications, and/or use of any detached shed, shall be subject to all applicable governmental laws, codes, regulations, licensure, permitting and inspection associated with construction and property maintenance within the City of Bel Aire, Kansas.
2. Sheds may be permitted within a rear set back line but no closer than 10' to a rear property line.
3. The side yard shall be maintained at 6 feet, and no sheds may be located within a side yard setback.
4. All properties shall comply with the required 35-45% land coverage codes, as well as conform to the type and height structure restrictions.



Gilmore & Bell, P.C.
05/10/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/SKYVIEW AT BLOCK 49 2ND ADDITION - PHASE 1).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [_____] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in the *Ark Valley News*, on May ___, 2022)

RESOLUTION NO. [_____]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS/SKYVIEW AT BLOCK 49 2ND ADDITION - PHASE 1).

WHEREAS, a new Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

That there be constructed pavement on SUMMERSIDE PLACE from the east line of Lot 1, Block 5 to the west line of Toben Drive; TOBEN DRIVE from the east line of Summerside Place to the north line of Lot 6, Block C; TOBEN COURT from the west line of Toben Drive to the west line of Lot 27, Block C.

That said pavement on Summerside Place and Toben Drive between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of thirty-five (35) feet. Said pavement on Toben Court between aforesaid limits shall be constructed for a width of twenty-four (24) feet from gutter line to gutter line, and each gutter to be two and one-half (2-1/2) feet in width; making a total roadway width of twenty-nine (29) feet with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas. Drainage to be installed where necessary. A 5' sidewalk shall be installed on the west side of Toben Drive adjacent to the new pavement in side-yard areas where driveways are not proposed.

(b) The estimated or probable cost of the Improvements is: \$396,000. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and

construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2022.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Skyview at Block 49 2nd Addition
Lots 10, and 27-36, Block C
Lots 6-25, Block D

in the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 10, and 27 through 36, Block C, and Lots 6 through 25, Block D, Skyview at Block 49 2nd Addition, shall each pay 1/31 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other Improvements.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
05/10/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/ SKYVIEW AT BLOCK 49 2ND ADDITION - PHASE 1).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in the *Ark Valley News*, on May ___, 2022)

RESOLUTION NO. [____]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/ SKYVIEW AT BLOCK 49 2ND ADDITION - PHASE 1).

WHEREAS, a new Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with sewer line improvements authorized by Resolution Nos. R-09-28 and R-11-04 of the City, all pursuant to K.S.A. 12-6a19; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer to serve the area described below, to be constructed with plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$173,000. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2022.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Skyview at Block 49 2nd Addition

Lots 20 through 35, Block C

Lots 6 through 24, Block D

in the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 20 through 35, Block C, and Lots 6 through 24, Block D, Skyview at Block 49 2nd Addition, shall each pay 1/35 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) In accordance with the provisions of K.S.A. 12-6a19, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing sanitary sewer main, which has been authorized by Resolution Nos. R-09-28 and R-11-04 of the City, such benefit fee to be in the amount of \$27,700, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

(f) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
05/10/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SIDEWALK IMPROVEMENTS/SKYVIEW AT BLOCK 49 2ND ADDITION- PHASE 1).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [_____] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in the *Ark Valley News*, on May ___, 2022)

RESOLUTION NO. [_____]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SIDEWALK IMPROVEMENTS/SKYVIEW AT BLOCK 49 2ND ADDITION- PHASE 1).

WHEREAS, a new Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

That there be constructed a 5' wide sidewalk to serve the property described below; according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas.

(b) The estimated or probable cost of the Improvements is: \$18,000. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2022.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Skyview at Block 49 2nd Addition

Lots 10, and 27-36, Block C

Lots 6-25, Block D

in the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 10, and 27 through 36, Block C, and Lots 6 through 25, Block D, Skyview at Block 49 2nd Addition, shall each pay 1/31 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other Improvements.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
05/10/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN IMPROVEMENTS/SKYVIEW AT BLOCK 49 2ND ADDITION - PHASE 1).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

* * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in the *Ark Valley News*, on May ___, 2022)

RESOLUTION NO. [____]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN IMPROVEMENTS/SKYVIEW AT BLOCK 49 2ND ADDITION - PHASE 1).

WHEREAS, a new Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

That there be constructed storm sewer pipe and mass grading to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$289,000. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2022.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Skyview at Block 49 2nd Addition

Lots 1-2, Block A
Lots 1-27, Block B
Lots 1-36, Block C
Lots 1-25, Block D

in the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 19 through 36, Block C and Lots 6 through 25, Block D shall each pay 3/166 of the total cost of the improvements. Lots 1 and 2, Block A, Lots 1 through 27, Block B, Lots 1 through 18, Block C, and Lots 1 through 5, Block D, shall each pay 1/166 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis, or per the terms of a respread agreement submitted to the City of Bel Aire.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in *Section 1* of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
05/10/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, and among other business, there was presented to the governing body a Petition which has been filed in the Office of the City Clerk requesting the making of certain internal improvements in the City pursuant to the authority of K.S.A. 12-6a01 *et seq.*

Thereupon, there was presented a Resolution entitled:

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/SKYVIEW AT BLOCK 49 2ND ADDITION- PHASE 1).

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [] and was signed by the Mayor and attested by the Clerk; and the Clerk was further directed to cause the publication of the Resolution one time in the official City newspaper and to record the Resolution in the Office of the Register of Deeds of Sedgwick County, Kansas, all as required by law.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

(Published in the *Ark Valley News*, on May ___, 2022)

RESOLUTION NO. [___]

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF BEL AIRE, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS/SKYVIEW AT BLOCK 49 2ND ADDITION- PHASE 1).

WHEREAS, a new Petition was filed with the City Clerk of the City of Bel Aire, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(1) (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a provision that the City impose a benefit fee on the Improvement District described herein in connection with water line improvements authorized by Resolution Nos. R-09-25 and R-11-05 of the City, all pursuant to K.S.A. 12-6a19; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed by owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements:

That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Bel Aire, Kansas (the "Improvements").

(b) The estimated or probable cost of the Improvements is: \$121,000. Said estimated cost may be increased to include temporary interest or finance costs incurred during the course of design and construction of the Improvements, and also may be increased at the pro rata rate of 1 percent per month from and after April 1, 2022.

(c) The extent of the improvement district (the “Improvement District”) to be assessed for the cost of the Improvements is:

Skyview at Block 49 2nd Addition

Lots 10, and 27-36, Block C

Lots 6-25, Block D

in the City of Bel Aire, Sedgwick County, Kansas.

(d) That the method of assessment of all costs of the Improvement or which the Improvement District shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 10, and 27 through 36, Block C, and Lots 6 through 25, Block D, Skyview at Block 49 2nd Addition, shall each pay 1/31 of the total assessed cost of the Improvements.

In the event all or part of the lots or parcels in the Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be calculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

(e) In accordance with the provisions of K.S.A. 12-6a19, a benefit fee shall be imposed against the Improvement District with respect to the cost of an existing water main, which has been authorized by Resolution Nos. R-09-25 and R-11-05 of the City, such benefit fee to be in the amount of \$15,500, and to be allocated within the Improvement District on a fractional basis, as described in paragraph (d) above.

(f) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

If the Improvements are abandoned, altered and/or constructed privately in part or whole that precludes building the Improvements under the authority of this Resolution, any costs that the City incurs shall be assessed to the property described above in accordance with the terms of the Petition. In addition, if the Improvements are abandoned at any state during the design and/or construction of the Improvements or if it is necessary for the City to redesign, repair or reconstruct the Improvements after initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvements shall be assessed to the property described above in accordance with the terms of this Resolution.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

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ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 17, 2022 as the same appears of record in my office.

DATED: May 17, 2022.

Melissa Krehbiel, Clerk

CLAIMS REPORT

Vendor Checks: 4/26/2022- 5/09/2022

Payroll Checks: 4/26/2022- 5/09/2022

AP ORD 22-09

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK CHECK# | DATE |
|--------------------------------|---------------------------------|-----------|-----------------|-----------------|---------|
| GENERAL | | | | | |
| ALAN L MEYER | REC:REPAIR ICEMAKER | | 323.90 | 67783 | 4/27/22 |
| ALLEN, GIBBS & HOULIK, LC | 2022 AUDIT PROGRESS | | 3,000.00 | 67808 | 5/04/22 |
| AIR CAPITOL EXTERMINATING | RODENT/INSECT EXTERMINATION | | 18.75 | 67784 | 4/27/22 |
| ASK MACHINES | REC:VENDING MACHINE | | 1,200.00 | 67786 | 4/27/22 |
| AT&T | INTERNET BACKUP | | 105.00 | 1280169 | 4/30/22 |
| BEALL & MITCHELL, LLC | 04/22 JUDGE TERRY BEALL | | 971.29 | 67788 | 4/27/22 |
| JAMES BENAGE | MAR-APR'22 MILEAGE/MEAL REIMB | | 140.65 | 67809 | 5/04/22 |
| BRADY INDUSTRIES OF KS | CH:JANITORIAL SUPPLIES | | 77.04 | 67810 | 5/04/22 |
| COUNTRYSIDE LAWN & TREE CARE | SPRING APPLICATION,CH,ALLEY,RAB | | 2,289.28 | 67789 | 4/27/22 |
| CREATIVE AWARDS & SCREEN PRINT | PLAQUE:D WYNN & TREE PLAQUES | | 159.00 | 67790 | 4/27/22 |
| CUMMINS INC | INSP/SVC GENERATOR CH | | 634.19 | 67811 | 5/04/22 |
| DELTA DENTAL PLAN of KANSAS | 05/22 MONTHLY PREMIUM | | 1,972.03 | 67812 | 5/04/22 |
| ECITY TRANSACTIONS, LLC | 04/22 ONLINE PYT SERVICE ALLEY | | 270.00 | 67813 | 5/04/22 |
| MATTHEW J HERMES | PARK & DRAINAGE POND MOWING | | 405.00 | 67814 | 5/04/22 |
| EMPOWER RETIREMENT 457 | EMP VLNTRY 457 | | 250.00 | 1280166 | 4/27/22 |
| EVERGY KANSAS CENTRAL INC | ELEC SVC:PUBLIC AREAS | | 588.07 | 1280217 | 5/09/22 |
| EVERGY KANSAS CENTRAL INC | ELEC SVC:CITY BLDGS | | 1,224.31 | 1280216 | 5/09/22 |
| FASTENAL COMPANY | ALL THREAD FASTENERS:ALLEY PK | | 564.45 | 67791 | 4/27/22 |
| FICA/FEDERAL W/H | FED/FICA TAX | | 15,953.07 | 1280162 | 4/27/22 |
| BRIDGESTONE AMERICAS, INC | FLEET MAINTENANCE REC VAN | | 741.41 | 67815 | 5/04/22 |
| GILMORE SOLUTIONS INC | IT ONBOARDING | 13,618.74 | | 1280220 | 5/03/22 |
| GILMORE SOLUTIONS INC | NEW FIREWALLS;PW,CH,REC UPDATE | 9,068.92 | | 1280221 | 5/03/22 |
| GILMORE SOLUTIONS INC | SERVER LICENSE & CALS OFFICE | 2,097.36 | | 1280222 | 5/03/22 |
| GILMORE SOLUTIONS INC | 365:MONTHLY | 519.00 | 25,304.02 | 1280223 | 5/03/22 |
| ANTHONY HARDWICK | SCHOOLS OUT INSTRUCTOR | | 36.00 | 67816 | 5/04/22 |
| HAYDEN HARDWICK | YOUTH SPORTS OFFICIAL | | 240.00 | 67817 | 5/04/22 |
| JEFFREY HARDWICK | YOUTH SPORTS OFFICIAL | | 72.00 | 67818 | 5/04/22 |
| NICHALAS HARDWICK | YOUTH SPORTS OFFICIAL BASEBALL | | 372.00 | 67819 | 5/04/22 |
| HASTY AWARDS | SPORTS AWARDS | | 74.69 | 67820 | 5/04/22 |
| HAWKS INTER-STATE PESTMASTERS | 04/22:PEST CONTROL:REC | | 160.52 | 67793 | 4/27/22 |
| THEODORE HENRY | FLIGHT REIMB GFO CONF 2022 | | 934.20 | 67821 | 5/04/22 |
| MARTY A HESS | YOGA INSTRUCTOR | | 120.00 | 67822 | 5/04/22 |
| JAMES MEYER | REFUND:PITCH BASEBALL | | 58.00 | 67823 | 5/04/22 |
| KANZA CO-OPERATIVE ASSOCIATION | BULK FUEL | | 608.17 | 67795 | 4/27/22 |
| KANSAS DEPT OF REVENUE | STATE TAX | | 2,663.87 | 1280165 | 4/27/22 |
| K P E R S | KPERS 2 | 9,529.23 | | 1280164 | 4/27/22 |
| K P E R S | KPERS 2 | 449.63 | 9,978.86 | 1280195 | 4/27/22 |
| KANSAS STATE TREASURER | 03/22:COURT FEES | | 2,682.15 | 67796 | 4/27/22 |
| MABCD | 04/22 INSPECTIONS | | 200.00 | 67797 | 4/27/22 |
| CRAIG A MCCOSKEY | CONTRACT MOWING | | 400.00 | 67798 | 4/27/22 |
| NATIONAL SIGN COMPANY, INC. | PLAQUES:STR SIGNS BACKGROUND | | 199.16 | 67802 | 4/27/22 |
| SPORTS ENGINE | CHECKS X6 OFFSITE BACKUP | | 105.00 | 67826 | 5/04/22 |
| ONESOURCE TECHNOLOGY, INC | FSA EMPLOYEE EXPENSE | | 650.00 | 1280224 | 5/03/22 |
| PAYLOCITY CORPORATION | | 920.72 | | 1280198 | 4/27/22 |
| PAYLOCITY CORPORATION | | 108.16- | 812.56 | 1280225 | 5/06/22 |
| PREMIER POOLS PLUS | POOL OPENING 2022 | | 2,349.20 | 67828 | 5/04/22 |
| PRISCILLA YEAKLEY | REFUND COMMUNITY ROOM DEP | | 150.00 | 67804 | 4/27/22 |
| PUBLIC WORKS & UTILITIES | 2022 CHILDCARE LICENSE 78029 | | 341.00 | 67807 | 4/29/22 |
| SPECTRUM PROMOTIONAL PRODUCTS | RECREATION SPORTS SHIRTS | | 143.20 | 67831 | 5/04/22 |
| SURENCY LIFE & HEALTH INS CO | VISION INSURANCE | | 338.42 | 1280226 | 5/03/22 |
| THE RADAR SHOP | RADAR REPAIRS | | 250.00 | 67832 | 5/04/22 |
| TREE TOP NURSERY & LANDSCAPE | REC:MAPLE TREE | | 371.99 | 67833 | 5/04/22 |

CLAIMS REPORT

Vendor Checks: 4/26/2022- 5/09/2022

Payroll Checks: 4/26/2022- 5/09/2022

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|--------------------------------|----------------------------------|----------|--------------|---------|------------|
| ICMA RETIREMENT 304804 | CITY MGR 457 | | 998.82 | 1280163 | 4/27/22 |
| VERIZON | CELL PHONE SVC | | 776.53 | 1280227 | 5/05/22 |
| VERIZON | TABLET/S:SVC | | 215.99 | 1280229 | 5/05/22 |
| VERIZON | TABLET/S:SVC | | 71.02 | 1280228 | 5/05/22 |
| VISION ALLIANCE MARKETING, LLC | 04/22 COURT SERVICES OFFICER | | 400.00 | 67835 | 5/04/22 |
| TERESA WADE | TAEKWONDO INSTRUCTOR | | 160.00 | 67836 | 5/04/22 |
| WASTE CONNECTIONS OF KANSAS | TRASH DISPOSAL SVC:MAINT SHOP | | 44.71 | 1280230 | 5/03/22 |
| WEST BEND MUTUAL INSURANCE CO | SPEC EVENT INS:SPRING FEST | | 300.00 | 67806 | 4/27/22 |
| JOY K WILLIAMS, ATTY AT LAW | PROSECUTOR SVC | | 525.00 | 67838 | 5/04/22 |
| 01 GENERAL TOTAL | | | 83,994.52 | | |
| WATER UTILITY | | | | | |
| AIR CAPITOL EXTERMINATING | RODENT/INSECT EXTERMINATION | | 22.50 | 67784 | 4/27/22 |
| CORE & MAIN LP | METER PITS | 600.00 | | 1280203 | 5/03/22 |
| CORE & MAIN LP | FRAMES x6 | 510.00 | | 1280204 | 5/03/22 |
| CORE & MAIN LP | METER COVERS x12; TUBING | 800.76 | | 1280205 | 5/03/22 |
| CORE & MAIN LP | CABLE | 527.76 | | 1280206 | 5/03/22 |
| CORE & MAIN LP | WATER LINE REPAIR CLAMP | 330.00 | | 1280207 | 5/03/22 |
| CORE & MAIN LP | MXU x24 | 741.91 | | 1280208 | 5/03/22 |
| CORE & MAIN LP | RESURRECTION CHURCH REPAIR | 966.87 | | 1280209 | 5/03/22 |
| CORE & MAIN LP | METER MXU'S x200 | 9,717.30 | | 1280210 | 5/03/22 |
| CORE & MAIN LP | METER RISERSx4 | 687.00 | 14,881.60 | 1280211 | 5/03/22 |
| DELTA DENTAL PLAN of KANSAS | 05/22 MONTHLY PREMIUM | | 279.54 | 67812 | 5/04/22 |
| ECITY TRANSACTIONS, LLC | 04/22 ONLINE PYT SERVICE | | 90.00 | 67813 | 5/04/22 |
| EVERGY KANSAS CENTRAL INC | ELEC SVC:PUBLIC AREAS | | 425.04 | 1280217 | 5/09/22 |
| EVERGY KANSAS CENTRAL INC | ELEC SVC:CITY BLDGS | | 248.24 | 1280216 | 5/09/22 |
| FICA/FEDERAL W/H | FED/FICA TAX | | 2,861.11 | 1280162 | 4/27/22 |
| KANSAS RURAL WATER ASSOCIATION | CONFERENCE FEES:STEHMAN, AELMORE | | 390.00 | 67824 | 5/04/22 |
| KANZA CO-OPERATIVE ASSOCIATION | BULK FUEL | | 442.48 | 67795 | 4/27/22 |
| KANSAS DEPT OF REVENUE | STATE TAX | | 517.40 | 1280165 | 4/27/22 |
| K P E R S | KPERS TIER 3 | | 1,665.65 | 1280164 | 4/27/22 |
| MURPHY TRACTOR & EQUIPMENT | EQUIPMENT REPAIRS | | 874.52 | 67801 | 4/27/22 |
| RURAL WATER DISTRICT NO 1 | 04/22 WATER:WELL #66 & #67 | | 24.00 | 67829 | 5/04/22 |
| GREEN GLO, INC | SOD-WATER LEAK REPAIR | | 20.70 | 67830 | 5/04/22 |
| SURENCY LIFE & HEALTH INS CO | VISION INSURANCE | | 62.08 | 1280226 | 5/03/22 |
| HD SUPPLY FACILITIES MAINTENAN | CHLORINE REAGENTS | | 507.72 | 67834 | 5/04/22 |
| UTILITY MAINTENANCE CONTRACTOR | WATER METER INSTALLS x6 | | 7,896.00 | 67805 | 4/27/22 |
| VERIZON | CELL PHONE SVC | | 88.32 | 1280227 | 5/05/22 |
| VERIZON | TABLET/S:SVC | | 10.15 | 1280228 | 5/05/22 |
| WASTE CONNECTIONS OF KANSAS | TRASH DISPOSAL SVC:MAINT SHOP | | 46.06 | 1280230 | 5/03/22 |
| 02 WATER UTILITY TOTAL | | | 31,353.11 | | |
| SEWER UTILITY | | | | | |
| AIR CAPITOL EXTERMINATING | RODENT/INSECT EXTERMINATION | | 22.50 | 67784 | 4/27/22 |
| BARDAVON HEALTH INNOVATIONS LL | PRE-EMPLOYMENT SCREENING | | 110.00 | 67787 | 4/27/22 |
| CUMMINS INC | INSP/SVC GENERATOR LFT STATIONS | | 4,361.90 | 67811 | 5/04/22 |
| DELTA DENTAL PLAN of KANSAS | 05/22 MONTHLY PREMIUM | | 172.20 | 67812 | 5/04/22 |
| ECITY TRANSACTIONS, LLC | 04/22 ONLINE PYT SERVICE EMP | | 90.00 | 67813 | 5/04/22 |
| EMPOWER RETIREMENT 457 | VLNTRY 457 | | 400.00 | 1280166 | 4/27/22 |
| EVERGY KANSAS CENTRAL INC | ELEC SVC:PUBLIC AREAS ELEC | | 1,801.64 | 1280217 | 5/09/22 |
| EVERGY KANSAS CENTRAL INC | SVC:CITY BLDGS | | 248.24 | 1280216 | 5/09/22 |

CLAIMS REPORT

Vendor Checks: 4/26/2022- 5/09/2022

Payroll Checks: 4/26/2022- 5/09/2022

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|---------------------------------|--------------------------------|------------|-----------------|---------|---------------|
| FICA/FEDERAL W/H | FED/FICA TAX | | 2,157.36 | 1280162 | 4/27/22 |
| KANZA CO-OPERATIVE ASSOCIATION | BULK FUEL | | 307.12 | 67795 | 4/27/22 |
| KANSAS DEPT OF REVENUE | STATE TAX | | 348.69 | 1280165 | 4/27/22 |
| K P E R S | KPERS TIER 3 | | 1,286.12 | 1280164 | 4/27/22 |
| MURPHY TRACTOR & EQUIPMENT | EQUIPMENT REPAIRS | | 874.52 | 67801 | 4/27/22 |
| SURENCY LIFE & HEALTH INS CO | VISION INSURANCE | | 44.00 | 1280226 | 5/03/22 |
| UTILITY MAINTENANCE CONTRACTOR | LIFT ST CLEAN:HARDNG,53RD,ROCK | | 4,990.00 | 67805 | 4/27/22 |
| VERIZON | CELL PHONE SVC | | 88.32 | 1280227 | 5/05/22 |
| VERIZON | TABLET/S:SVC | | 10.15 | 1280228 | 5/05/22 |
| WASTE CONNECTIONS OF KANSAS | TRASH DISPOSAL SVC:MAINT SHOP | | 44.71 | 1280230 | 5/03/22 |
| 03 SEWER UTILITY TOTAL | | | 17,357.47 | | |
| SPECIAL STREET & HIWAY | | | | | |
| AIR CAPITOL EXTERMINATING | RODENT/INSECT EXTERMINATION | | 11.25 | 67784 | 4/27/22 |
| DELTA DENTAL PLAN of KANSAS | 05/22 MONTHLY PREMIUM | | 63.54 | 67812 | 5/04/22 |
| EVERGY KANSAS CENTRAL INC | ELEC SVC:PUBIC AREAS | | 111.37 | 1280217 | 5/09/22 |
| EVERGY KANSAS CENTRAL INC | ELEC SVC:STREET LIGHTING | | 214.35 | 1280218 | 5/09/22 |
| EVERGY KANSAS CENTRAL INC | ELEC SVC:CITY BLDGS | | 87.35 | 1280216 | 5/09/22 |
| FASTENAL COMPANY | LAG BOLTS | | 11.35 | 67791 | 4/27/22 |
| FICA/FEDERAL W/H | FED/FICA TAX | | 464.84 | 1280162 | 4/27/22 |
| KANZA CO-OPERATIVE ASSOCIATION | BULK FUEL | | 824.31 | 67795 | 4/27/22 |
| KANSAS DEPT OF REVENUE | STATE TAX | | 65.40 | 1280165 | 4/27/22 |
| K P E R S | KPERS | | 335.07 | 1280164 | 4/27/22 |
| MURPHY TRACTOR & EQUIPMENT | EQUIPMENT REPAIRS | | 874.53 | 67801 | 4/27/22 |
| SURENCY LIFE & HEALTH INS CO | VISION INSURANCE | | 17.23 | 1280226 | 5/03/22 |
| VERIZON | CELL PHONE SVC | | 88.33 | 1280227 | 5/05/22 |
| MCCULLOUGH ENTERPRISES, INC | TRACTOR SHAFT | | 265.20 | 67837 | 5/04/22 |
| 04 SPECIAL STREET & HIWAY TOTAL | | | 3,434.12 | | |
| CAPITAL IMPRV RESERVE | | | | | |
| GARVER | 53RD OLIVER/WOODLAWN DESIGN | | 1,606.50 | 67792 | 4/27/22 |
| PROFESSIONAL ENGINEERING CONSU | STREET EVALUATION 210641-001 | | 13,560.00 | 67827 | 5/04/22 |
| 05 CAPITAL IMPRV RESERVE TOTAL | | | 15,166.50 | | |
| BOND & INTEREST | | | | | |
| KANSAS STATE TREASURER | G02015A INT PYT | 23,543.75 | | 1280176 | 4/29/22 |
| KANSAS STATE TREASURER | G02015B INT PYT | 3,762.50 | | 1280177 | 4/29/22 |
| KANSAS STATE TREASURER | G02015D INT PYT | 47,250.00 | | 1280178 | 4/29/22 |
| KANSAS STATE TREASURER | G02015E INT PYT | 4,002.50 | | 1280179 | 4/29/22 |
| KANSAS STATE TREASURER | G02016A INT PYT | 31,575.00 | | 1280180 | 4/29/22 |
| KANSAS STATE TREASURER | G02017A INT PYT | 72,450.00 | | 1280181 | 4/29/22 |
| KANSAS STATE TREASURER | G02019A INT PYT | 70,780.00 | | 1280182 | 4/29/22 |
| KANSAS STATE TREASURER | G02019B INT PYT | 13,082.50 | | 1280183 | 4/29/22 |
| KANSAS STATE TREASURER | 2020B INT PYT | 32,122.50 | | 1280184 | 4/29/22 |
| KANSAS STATE TREASURER | G02021A INT PYT | 148,360.43 | | 1280185 | 4/29/22 |
| KANSAS STATE TREASURER | G02021C INT PYT | 27,522.50 | 474,451.68 | 1280186 | 4/29/22 |
| 08 BOND & INTEREST TOTAL | | | 474,451.68 | | |

CLAIMS REPORT

Vendor Checks: 4/26/2022- 5/09/2022

Payroll Checks: 4/26/2022- 5/09/2022

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK CHECK# | CHECK DATE |
|-------------------------------|-----------------------------------|--------------|-----------------|-----------------|---------------|
| CAPITAL PROJECTS | | | | | |
| KANSAS DEPT OF TRANSPORTATION | RAIL SPUR LOAN PYMNT #81 | | 3,877.06 | 67825 | 5/04/22 |
| | 09 CAPITAL PROJECTS TOTAL | | 3,877.06 | | |
| LAND BANK FUND | | | | | |
| SECURITY 1ST TITLE LLC | EFILING FEES | | 38.00 | 67839 | 5/06/22 |
| | 10 LAND BANK FUND TOTAL | | 38.00 | | |
| SOLID WASTE UTILITY | | | | | |
| WASTE CONNECTIONS OF KANSAS | 04/22 RECYCLE OR TRASH SVC | | 36,622.12 | 1280231 | 5/03/22 |
| | 12 SOLID WASTE UTILITY TOTAL | | 36,622.12 | | |
| COP & PBC TRUSTEE FUND | | | | | |
| SECURITY BANK OF KANSAS CITY | PBC2021 INT/PRINC | 1,027,382.63 | | 1280196 | 4/27/22 |
| SECURITY BANK OF KANSAS CITY | PBC 2017 AGENT FEES | 750.00 | 1,028,132.63 | 1280197 | 4/27/22 |
| | 20 COP & PBC TRUSTEE FUND TOTAL | | 1,028,132.63 | | |
| CAPITAL PROJECTS #2 FUND | | | | | |
| APEX EXCAVATING | CHAPEL 4TH:WDS/SS | | 16,094.68 | 67785 | 4/27/22 |
| GARVER | SKYVIEW BLOCK 49:IMPROVEMENTS | | 44,301.20 | 67792 | 4/27/22 |
| CONSPEC INC | SKYVIEW PAVING | | 154,643.40 | 67794 | 4/27/22 |
| MCCULLOUGH EXCAVATION, INC. | ROCK SPR 4TH:SWD/WDS/SS | | 213,336.00 | 67799 | 4/27/22 |
| MKEC ENGINEERING, INC | VILLAS AT PRESTWICK | | 6,867.85 | 67800 | 4/27/22 |
| PEARSON CONSTRUCTION LLC | VILLAS PRESTWICK PH2:PAVE/STOR | | 74,860.85 | 67803 | 4/27/22 |
| | 33 CAPITAL PROJECTS #2 FUND TOTAL | | 510,103.98 | | |
| Accounts Payable Total | | | 2,204,531.19 | | |
| Payroll Checks | | | | | |
| Report Total | | | 2,204,531.19 | | |

Draft: May 3, 2022

**NOTICE OF PUBLIC HEARING AND
ISSUANCE OF HEALTH CARE FACILITY REVENUE BONDS**

Public notice is hereby given that the City of Bel Aire, Kansas (the “City”), will hold a public hearing at the Bel Aire City Hall, 7651 East Central Park Avenue, Bel Aire, Kansas 67226, on May 17, 2022, at 7:00 p.m., or as soon thereafter as may be heard, regarding a plan of finance for the proposed issuance by the City of its Health Care Facilities Revenue Bonds (Catholic Care Center) in one or more series (the “Bonds”), in an aggregate principal amount of not to exceed \$25,000,000, the proceeds of which will be loaned to Catholic Care Center, Inc., a Kansas not for profit corporation (the “Corporation”). Proceeds of the Bonds are to be used to provide funds to (i) refinance outstanding obligations of the Corporation, the proceeds of which financed the acquisition, purchase, construction, equipping and improvement of the Corporation’s retirement and health care facilities and equipment located at the Corporation’s campus with a principal address of 6700 E. 45th St. North in Bel Aire, Kansas (generally bounded by East Bethany Dr. on the north, property owned by the Catholic Diocese of Wichita, including the Spiritual Life Center and residences on Shepherds Gate Street on the east, East 45th St. North on the south and North Woodlawn Blvd. on the west) (the “Facilities”); (ii) pay costs of reconstructing, improving, equipping, furnishing, repairing, enlarging or remodeling the Facilities, including construction of 20 new geriatric behavioral health acute care beds and other capital improvements at the Facilities; and (iii) pay certain costs related to the issuance of the Bonds, all under authority of K.S.A. 12-1740 to 12-1749d, inclusive. The Facilities will be owned and operated by the Corporation. The governing body of the City will not pass an ordinance authorizing the issuance of such Bonds until the public hearing has been concluded.

A copy of this notice, together with a copy of the ordinance proposed to be adopted by the governing body of the City relating to the Bonds will be on file in the Office of the City Clerk and available for public inspection during normal business hours.

The Bonds and the interest thereon will not be a debt or general obligation of the City, the State of Kansas or any municipal corporation thereof, and neither the Bonds nor the interest thereon are payable in any manner from tax revenues of any kind or character.

The hearing will be open to the public. All interested persons may attend the hearing and will have an opportunity to express their views with respect to the Bonds. Written comments with respect to the issuance of the Bonds may also be submitted to the undersigned at the above address prior to the hearing.

Dated: May 9, 2022.

Melissa Krehbiel
City Clerk
City of Bel Aire, Kansas

Gilmore & Bell, P.C.
05/10/2022

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AMENDING RESOLUTION NO. R-22-12 OF THE CITY OF BEL AIRE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF ISSUING HEALTH CARE FACILITIES REVENUE BONDS (CATHOLIC CARE CENTER), SERIES 2022, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO HEALTH CARE AND RETIREMENT FACILITIES OWNED AND OPERATED BY CATHOLIC CARE CENTER, INC.; AND AUTHORIZED EXECUTION OF CERTAIN RELATED DOCUMENTS.

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. [____] and was signed by the Mayor and attested by the Clerk.

* * * * *

(Other Proceedings)

* * * * *

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

Gilmore & Bell, P.C.
05/10/2022

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. R-22-12 OF THE CITY OF BEL AIRE, KANSAS, WHICH DETERMINED THE ADVISABILITY OF ISSUING HEALTH CARE FACILITIES REVENUE BONDS (CATHOLIC CARE CENTER), SERIES 2022, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO HEALTH CARE AND RETIREMENT FACILITIES OWNED AND OPERATED BY CATHOLIC CARE CENTER, INC.; AND AUTHORIZED EXECUTION OF CERTAIN RELATED DOCUMENTS.

WHEREAS, the governing body of the City of Bel Aire, Kansas (the "City"), has heretofore by Resolution No. R-22-12 of the City, duly adopted on May 3, 2022, determined the advisability of issuing Health Care Facilities Revenue Bonds (Catholic Care Center), Series 2022, in one or more series, to provide funds for the purpose of financing improvements to health care and retirement facilities owned and operated by Catholic Care Center, Inc., and authorized execution of certain related documents; and

WHEREAS, the governing body of the City hereby finds and determines it necessary to amend Section 3 of Resolution No. R-22-12 of the City.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS, AS FOLLOWS:

SECTION 1. *Section 3* of Resolution No. R-22-12 hereby amended to read as follows:

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Bond Trust Indenture, Base Lease Agreement, Lease Agreement, Bond Placement Agreement or other legal documents necessary to accomplish the issuance of the Bonds, if deemed advisable by the parties, the terms of which shall be in compliance with the Act and mutually satisfactory to the City and the Corporation; (c) the successful negotiation and sale of the Bonds to Intrust Bank, N.A., as purchaser (the "Purchaser"), which sale shall be the responsibility of the Corporation and not the City; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Corporation and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; (f) the commitment to and payment by the Corporation or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) a \$_____ City origination fee[, an annual City administrative fee of \$_____] and other expenses of the City and the City Attorney; (ii) any placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

SECTION 2. The rest and remainder of Resolution No. R-22-12 is hereby ratified and confirmed.

SECTION 3. This Resolution shall be effective upon adoption.

ADOPTED by the governing body of the City on May 17, 2022.

(SEAL)

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, Clerk

Gilmore & Bell, P.C.
April 24, 2022

RESOLUTION NO. R-22-12

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS DETERMINING THE ADVISABILITY OF ISSUING HEALTH CARE FACILITIES REVENUE BONDS (CATHOLIC CARE CENTER), SERIES 2022, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING IMPROVEMENTS TO HEALTH CARE AND RETIREMENT FACILITIES OWNED AND OPERATED BY CATHOLIC CARE CENTER, INC.; AND AUTHORIZING EXECUTION OF CERTAIN RELATED DOCUMENTS

WHEREAS, the City of Bel Aire, Kansas (the “City”) desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the “Act”), the City is authorized to issue revenue bonds to finance the acquisition, construction, equipping and furnishing of improvements to health care and retirement facilities (the “Facilities”) owned by Catholic Care Center Inc., a Kansas nonprofit corporation (the “Corporation”) and the Corporation has requested that the City issue revenue bonds for such purposes; and

WHEREAS, it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued pursuant to the Act to provide funds to finance certain improvements to the Facilities;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. Public Purpose. The City Council (the “Governing Body”) of the City hereby finds and determines that financing certain improvements to the Facilities will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. Intent to Issue Bonds. The City is hereby authorized to issue its revenue bonds pursuant to the Act, in one or more series, in the aggregate principal amount not to exceed \$25,000,000 (the “Bonds”) to pay the costs thereof and finance certain improvements to the Facilities, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Bond Trust Indenture, Base Lease Agreement, Lease Agreement, Bond Placement Agreement or other legal documents necessary to accomplish the issuance of the Bonds, if deemed advisable by the parties, the terms of which shall be in compliance with the Act and mutually satisfactory to the City and the Corporation; (c) the successful negotiation and sale of the Bonds to Intrust Bank, N.A., as purchaser (the “Purchaser”), which sale

shall be the responsibility of the Corporation and not the City; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Corporation and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; (f) the commitment to and payment by the Corporation or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) a \$65,000.00 City origination fee, an annual City administrative fee of:

| | |
|---------|-------------|
| Year 1 | \$13,000.00 |
| Year 2 | \$13,000.00 |
| Year 3 | \$12,000.00 |
| Year 4 | \$6,000.00 |
| Year 5 | \$5,000.00 |
| Year 6 | \$4,000.00 |
| Year 7 | \$3,000.00 |
| Year 8 | \$2,000.00 |
| Year 9 | \$1,000.00 |
| Year 10 | \$1,000.00 |

and other expenses of the City and the City Attorney; (ii) any placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Reliance by Corporation; Limited Liability of City. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Facilities and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Corporation.


Section 5. Further Action. The City Clerk is hereby authorized to deliver an executed copy of this Resolution to the Corporation. The Mayor, City Manager, City Clerk and other officials and employees of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) execute on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; and (b) cooperate with the Corporation to maintain any *ad valorem* property tax exemption for the Facilities and related facilities which is consistent with the Corporation's charitable purposes, and execute such documents in connection therewith as are approved by the City Attorney.

Section 6. Effective Date. This resolution shall become effective upon adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the Governing Body of the City of Bel Aire, Kansas on May 3, 2022.

[SEAL]



Mayor

Attest:




City Clerk



CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the Governing Body on May 3, 2022, as the same appears of record in my office.

DATED: May 3, 2022.



City Clerk

**KANSAS DEVELOPMENT FINANCE AUTHORITY
FEE SCHEDULE
Effective July 1, 2018**

**PRIVATE ACTIVITY BOND ISSUES (EXCLUDING 501(c)(3) STATE
UNIVERSITY BOND ISSUES)**

1. KDFA Application Fee:
\$1,000 non-refundable
2. KDFA Issuer's Fee:
0.35% of the bond principal issued on the first \$10 million
0.20% of the bond principal issued on the next \$40 million
0.10% of the bond principal issued on the next \$150 million
0.05% of the bond principal issued on amounts in excess of \$200 million
3. KDFA Annual Fee:
 - A. Over the life of the issue,
0.04% of bond principal outstanding on the first \$20 million
0.02% of bond principal outstanding on the next \$30 million
0.01% of bond principal outstanding on the next \$150 million
0.005% of bond principal outstanding on amounts in excess of \$200 million
 - plus*
 - B. A flat fee of \$5,000 for each of the first three years only (this flat fee will be \$2,500 on refunding bond issues)
4. KDFA Issuer's Fee and Annual Fee are capped at \$500 million per bond issue

The first annual payment (percentage and flat fee) is due at closing and subsequent payments are due annually, generally coinciding with the principal payment date.

MISCELLANEOUS FEES

1. KDFA TEFRA Hosting (**Applies only when KDFA is not the issuer**):
\$10,000 plus reimbursement of incurred hearing notice publication charges

**Outstanding Industrial Revenue Bonds
City of Ble Aire**

Section XIII, Item A.

| Company | IRB Amount | Origination Fee | Benefit-Cost Ratio | Tax Abatement Schedule | | | | | | | | | | CTY REV |
|---|--------------|-----------------|-----------------------|------------------------|--------|--------|--------|--------|--------|--------|--------|--------|---------|-----------|
| | | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | |
| Broadstone Villas I | \$5,500,000 | 1% | 1.51 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | \$6,957 |
| | | | | 100% | 95% | 90% | 85% | 80% | 0% | 0% | 0% | 0% | 0% | |
| Broadstone Villas II | \$8,000,000 | 1% | 1.51 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | \$8,696 |
| | | | | 100% | 100% | 100% | 100% | 90% | 85% | 80% | 0% | 0% | 0% | |
| Freedom Builders, LLC SCKEDD Building Factory Direct Building | \$1,500,000 | 1% | 1.84 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | \$14,458 |
| | | | | 100% | 80% | 60% | 40% | 20% | 0% | 0% | 0% | 0% | 0% | |
| | | | | 100% | 80% | 60% | 40% | 20% | 0% | 0% | 0% | 0% | 0% | |
| Century Manufacturing | \$2,080,000 | 1% | 1.01 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | \$19,441 |
| | | | | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | |
| Concierge SRC | \$4,745,000 | 0% | 1.00 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | \$25,770 |
| | | | | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | |
| Buzzi | \$7,500,000 | 0% | 1.00 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | \$6,422 |
| | | | | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | |
| Epic Sports | \$10,000,000 | 0% | 1.01 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | \$151,535 |
| | | | | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | |
| Empire Wall Systems | \$2,500,000 | 0.5% | 1.60 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | \$25,265 |
| | | | | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | |
| Wickham Glass II | \$4,300,000 | 1% | - | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | \$24,745 |
| | | | | 100% | 100% | 100% | 100% | 100% | TBD | TBD | TBD | TBD | TBD | |
| WAM Investments | \$3,000,000 | 1% | 1.94 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | \$15,249 |
| | | | | 95% | 95% | 95% | 95% | 95% | 50% | 50% | 50% | 50% | 50% | |
| Clinic In a Can | \$3,000,000 | 1% | 2.12 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | \$24,126 |
| | | | | 100% | 100% | 80% | 70% | 60% | 40% | 30% | 20% | 10% | 0% | |
| Webb Industrial LLC (Hoops) | \$5,500,000 | 1% | 3.24 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | \$53,759 |
| | | | | 100% | 80% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | |
| Webb Industrial LLC (Spec) | \$4,500,000 | 1% | - | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | \$32,625 |
| | | | | 100% | 100% | 100% | 100% | 100% | 50% | 50% | 50% | 50% | 50% | |
| Homestead Affordable Housing | \$8,000,000 | 1% | - | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | |
| | | | | 100% | 100% | 100% | 100% | 100% | TBD | TBD | TBD | TBD | TBD | |

ORDINANCE NO. ____

ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS, TO ISSUE ITS HEALTH CARE FACILITIES REVENUE BONDS (CATHOLIC CARE CENTER), SERIES 2022, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING AND REFINANCING IMPROVEMENTS TO HEALTH CARE AND RETIREMENT FACILITIES OWNED AND OPERATED BY CATHOLIC CARE CENTER, INC.; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

WHEREAS, the City of Bel Aire, Kansas (the “City”), is a municipal corporation duly organized and existing under the laws of the State of Kansas; and

WHEREAS, the City is authorized under K.S.A. 12-1740 *et seq.*, as amended (the “Act”) and K.S.A. 10-116a, to issue revenue bonds to provide funds to finance and refinance the purchase, construction, extension and improvement of projects authorized under the Act and to refund and redeem such revenue bonds; and

WHEREAS, the City Council finds and determines that it is desirable in order to promote, stimulate and develop the general welfare and economic prosperity of the State of Kansas and the City and its people that the City take the following actions:

1. Issue, pursuant to a Bond Trust Indenture dated as of the date set forth therein (the “Bond Indenture”) between the City and Security Bank of Kansas City, as bond trustee (the “Bond Trustee”), its Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022A (the “Series 2022A Bond”) and its Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022B, (the “Series 2022B Bond” and, together with the Series 2022A Bond, the “Series 2022 Bonds”), for the purpose of providing funds, together with other available funds of the Catholic Care Center, Inc., a Kansas not for profit corporation (the “Corporation”), to be used to (i) refinance a loan in the outstanding principal amount of approximately \$9,410,000, the proceeds of which were used to refinance certain health care facilities of the Corporation, (ii) pay costs of purchasing, acquiring, constructing, reconstructing, improving, installing, equipping, furnishing, repairing, enlarging or remodeling the facilities of the Corporation located in the City, and (iii) pay certain costs related to the issuance of the Series 2022 Bonds.

2. Lease the Facility (as defined therein) from the Corporation pursuant to the Base Lease Agreement dated as of the date set forth therein (the “Base Lease Agreement”) between the Corporation and the City.

3. Enter into a Lease Agreement dated as of the date set forth therein (the “Lease Agreement”) between the City, as lessor, and the Corporation, as lessee, pursuant to which the City will lease the Facility to the Corporation, and the Corporation will agree to pay the rental payments due under the Lease Agreement sufficient to pay the principal of and premium, if any, and interest on, the Series 2022 Bonds.

4. Enter into a Bond Purchase Agreement (the “Bond Purchase Agreement”), among the City, the Corporation and INTRUST Bank, N.A., as purchaser (the “Purchaser”), under which the

City will agree to sell the Series 2022 Bonds to the Purchaser and the Purchaser will agree to purchase the Series 2022 Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEL AIRE, KANSAS AS FOLLOWS:

Section 1. Authorization of and Security for the Series 2022 Bonds.

(a) The City is hereby authorized to issue and sell the Series 2022 Bonds in an aggregate principal amount not exceeding \$25,000,000 for the purposes described above. The Series 2022 Bonds shall be issued under and secured by and shall have the terms and provisions set forth in the Bond Indenture. The Series 2022 Bonds shall bear interest at a variable rate, initially for fixed rates for approximately 10 years at not to exceed 5.00% per annum, and shall mature in principal installments with a final maturity not later than the year 2047, shall be subject to optional redemption upon the direction of the Corporation as set forth in the Bond Indenture, and shall have such other redemption provisions, including premium, and other terms as set forth in the Bond Indenture. The final terms of the Series 2022 Bonds shall be specified in the Bond Indenture upon the execution thereof, and the signature of the officer of the City executing the Bond Indenture and the Bond Purchase Agreement shall constitute conclusive evidence of the City's approval thereof.

(b) The Series 2022 Bonds shall be limited and special obligations of the City, and the principal of and premium, if any, and interest on the Series 2022 Bonds shall be payable solely out of the rents, revenues and receipts derived by the City pursuant to the Lease Agreement. The Series 2022 Bonds and the interest thereon shall not be a debt of the City or the State of Kansas and neither the City nor the State of Kansas shall be liable thereon, and the Series 2022 Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction and shall not be payable in any manner from taxation.

Section 2. Form of Series 2022 Bonds. The City shall issue the Series 2022 Bonds in substantially the form submitted to and reviewed by the City on the date hereof and as set forth in the Bond Indenture, with such changes therein as shall be approved by the Mayor of the City, the Mayor's signature thereon, whether manual or facsimile, to be conclusive evidence of the Mayor's approval thereof.

Section 3. Execution and Authentication of Series 2022 Bonds. The Mayor of the City is hereby authorized and directed to execute the Series 2022 Bonds on behalf of and as the act and deed of the City by manual or facsimile signature. The City Clerk of the City is hereby authorized and directed to cause the City's seal to be affixed thereto or printed thereon and to attest said seal, all in the manner provided in the Bond Indenture. Said officers are hereby further authorized and directed to deliver the Series 2022 Bonds on behalf of the City to the Bond Trustee for authentication in accordance with the Bond Indenture.

Section 4. Approval of Documents. The Bond Indenture, the Base Lease, and the Lease Agreement are hereby approved in substantially the forms submitted to and reviewed by the City on the date hereof, with such changes therein as shall be approved by the Mayor, his execution thereof to be conclusive evidence of such approval.

The Mayor of the City is hereby authorized and directed to execute and deliver the Bond Indenture, the Base Lease, and the Lease Agreement on behalf of and as the act and deed of the City.

Section 5. Pledge of the City's Interest in the Facility and Net Lease Rentals. The City hereby pledges the its interest in the Facility and the net rentals generated under the Lease Agreement to the payment of the Series 2022 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2022 Bonds are paid or deemed to have been paid under the Bond Indenture.

Section 6. Public Hearing. Before the adoption of this Ordinance, a public hearing was held at which time discussions were held regarding the issuance of the Series 2022 Bonds. The issuance of the Series 2022 Bonds is hereby approved in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended

Section 7. Further Authority. The City shall, and the officers and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other agreements, documents, tax compliance agreements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this ordinance and to carry out, comply with and perform the duties of the City with respect to the Series 2022 Bonds and the documents approved by this ordinance.

Section 8. Repeal of Conflicting Resolutions or Ordinances. All prior resolutions or ordinances of the City or any parts thereof in conflict with any or all of the foregoing provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 9. Severability. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any remaining provisions of this ordinance.

Section 10. Effective Date. This ordinance shall take effect and be in full force from and after its final passage by the City Council, signature by the Mayor and publication once in the official newspaper of the City.

PASSED by the City Council of the City of Bel Aire, Kansas, this 17th day of May, 2022, and
SIGNED by the Mayor this 17th day of May, 2022.

Jim Benage, Mayor

[SEAL]

ATTEST:

Melissa Krehbiel, City Clerk

(Published in *The Ark Valley News* on May __, 2022)

ORDINANCE NO. ____ SUMMARY

On May 17, 2022, the governing body of the City of Bel Aire, Kansas passed an ordinance entitled:

ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS, TO ISSUE ITS HEALTH CARE FACILITIES REVENUE BONDS (CATHOLIC CARE CENTER), SERIES 2022, IN ONE OR MORE SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF FINANCING AND REFINANCING IMPROVEMENTS TO HEALTH CARE AND RETIREMENT FACILITIES OWNED AND OPERATED BY CATHOLIC CARE CENTER, INC.; AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

The Ordinance authorizes the City to issue its Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022A (the “Series 2022A Bond”) and its Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022B (the “Series 2022B Bond” and, together with the Series 2022A Bond, the “Series 2022 Bonds”), for the purpose of providing funds, together with other available funds of the Catholic Care Center, Inc., a Kansas not for profit corporation (the “Corporation”), to be used to (i) refinance a loan in the outstanding principal amount of approximately \$9,410,000, the proceeds of which were used to refinance certain health care facilities of the Corporation (ii) pay costs of purchasing, acquiring, constructing, reconstructing, improving, installing, equipping, furnishing, repairing, enlarging or remodeling the facilities of the Corporation located in the City, and (iii) pay certain costs related to the issuance of the Series 2022 Bonds.

The complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 7651 E. Central Park Ave., Bel Aire, KS 67226, Monday – Thursday, 8 a.m. – 5:30 p.m., and Friday, 8 a.m. – 1:00 p.m., and is available for at least one week following the publication date of this summary at www.belaireks.gov/. This Summary certified to be legally accurate and sufficient by City Attorney Jacqueline Kelly.

Gilmore & Bell, P.C.
Draft: May 12, 2022

BOND TRUST INDENTURE

Dated as of June 1, 2022

between

CITY OF BEL AIRE, KANSAS

and

**SECURITY BANK OF KANSAS CITY,
as Bond Trustee**

**[\$[Principal Amount A]
City of Bel Aire, Kansas
Health Care Facilities
Revenue Bond
(Catholic Care Center)
Series 2022A**

**[\$[Principal Amount B]
City of Bel Aire, Kansas
Health Care Facilities
Revenue Bond
(Catholic Care Center)
Series 2022B**

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BOND TRUST INDENTURE

THIS BOND TRUST INDENTURE, dated as of June 1, 2022 (the “Bond Indenture”), between the **CITY OF BEL AIRE, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas (the “Issuer”), and **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the State of Kansas, and having its corporate trust office located in Kansas City, Kansas, as trustee (the “Bond Trustee”);

RECITALS

1. The Issuer is a municipal corporation duly organized and existing under the laws of the State of Kansas (the “State”) authorized under K.S.A. 12-1740 to 12-1749d, inclusive, and K.S.A. 10-116a, all as amended (collectively, the “Act”), to issue revenue bonds, the proceeds of which shall be used for the purpose of paying all or part of the cost of purchasing, acquiring, constructing, reconstructing, improving, equipping, furnishing, repairing, enlarging or remodeling facilities for agricultural, commercial, hospital, industrial, natural resources, recreational development and manufacturing purposes and to enter into leases or lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds to refund any such revenue bonds, all to promote, stimulate and develop the general welfare and economic prosperity of the State through the promotion and advancement of physical and mental health, industrial, commercial, agricultural, natural resources and of recreational development in the State; to encourage and assist in the location of new business and industry in the State and the expansion, relocation or retention of existing business, industry and health development; and to promote the economic stability of the State by providing greater employment opportunities, diversification of industry and improved physical and mental health, thus promoting the general welfare of the citizens of the State.

2. The Corporation previously obtained a loan from Via Christi Villages, Inc. in the outstanding principal amount of \$9,410,000 (the “Refinanced Obligation”), the proceeds of which were used to refund and redeem all then outstanding Sedgwick County, Kansas Health Care Facilities Revenue Bonds, Series 2010 (Catholic Care Center, Inc.), the proceeds of which were used to refinance certain health care facilities of the Corporation.

3. Pursuant to the Act and Ordinance No. _____, the Issuer proposes to issue its Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022A, in the principal amount of \$[Principal Amount A] (the “Series 2022A Bond”) and its Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022B, in the principal amount of \$[Principal Amount B] (the “Series 2022B Bond” and, together with the Series 2022A Bond, the “Series 2022 Bonds”), for the purpose of providing funds, together with other available funds of the Corporation, to be used to (i) refinance the Refinanced Obligation, (ii) pay costs of purchasing, acquiring, constructing, reconstructing, improving, installing, equipping, furnishing, repairing, enlarging or remodeling the Facility as described on **Exhibit B** to this Bond Indenture, and (iii) pay certain costs related to the issuance of the Series 2022 Bonds.

4. This Bond Indenture makes provision for the issuance of additional parity bonds from time to time (the “Additional Bonds,” and, together with the Series 2022 Bonds, the “Bonds”) on the terms and conditions provided for herein.

5. Simultaneously with the execution and delivery of this Bond Indenture, the Corporation will lease the Facility to the Issuer pursuant to the Base Lease Agreement dated as of June 1, 2022 (the “Base Lease”) between the Corporation and the Issuer, and the Issuer and the Corporation will enter into a Lease Agreement, dated as of June 1, 2022 (the “Lease Agreement”), whereby the Issuer will lease its interest in the Facility to the Corporation, and the Corporation will agree to pay Base Rental Payments (as hereinafter defined) sufficient to pay the principal of and premium, if any, and interest on the Bonds.

6. Simultaneously with the issuance of the Series 2022 Bonds, the Corporation will enter into a Master Trust Indenture, dated as of June 1, 2022, (as supplemented and amended from time to time, the “Master Indenture”), among the Corporation and any future Members of the Obligated Group described therein and Security Bank of Kansas City, as master trustee (the “Master Trustee”).

7. As an inducement for the Issuer to issue the Series 2022 Bonds, the Corporation will issue its Master Indenture Note (Catholic Care Center Obligated Group), Series 2022, in the same principal amount as the Series 2022 Bonds (the “Series 2022A Master Note”) to the Bond Trustee to secure and further provide for the payment of the principal of and premium, if any, and interest on the Series 2022 Bonds, pursuant to the Master Indenture.

8. The parties intend that all things necessary to make the Bonds, when authenticated by the Bond Trustee and issued as in this Bond Indenture provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Bond Indenture a valid assignment and pledge of the amounts pledged to the payment of the principal of and premium, if any, and interest on the Bonds, and to constitute this Bond Indenture a valid assignment of the property described in the Granting Clauses hereof, have been done and performed, and the creation, execution and delivery of this Bond Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS BOND INDENTURE WITNESSES:

GRANTING CLAUSES

That the Issuer, in consideration of the premises and the acceptance by the Bond Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the registered owners thereof and for other good and valuable consideration, the receipt of which is hereby acknowledged, to secure the payment of the principal of and premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby pledge, assign and grant a security interest in the following described property (the “Trust Estate”), to the Bond Trustee and its successors in trust and assigns forever:

A. All right, title and interest of the Issuer (including, but not limited to, the right to enforce any of the terms thereof) in, to and under (1) the Base Lease, (2) the Lease Agreement, including, without limitation, all Base Rental Payments and other payments to be received by the Issuer and paid by the Corporation under and pursuant to and subject to the provisions of the Lease Agreement (except the Issuer’s rights to payment of its fees and expenses and to indemnification as set forth in the Lease Agreement and as otherwise expressly set forth therein), (3) the Series 2022A Master Note, and any additional Master Notes securing Additional Bonds, and (4) all financing statements or other instruments or documents evidencing, securing or otherwise relating to the Series 2022 Bonds or any Additional Bonds;

B. All rights, title and interests of the Issuer in and to the rents, issues, profits, income, revenues and receipts derived by the Issuer from the Trust Estate or any part thereof, it being the intent and purpose hereof that the assignment and transfer to the Bond Trustee of the rents, issues, profits, income, revenues and receipts derived from the Trust Estate shall be effective and operative immediately and shall continue in force and effect, and the Bond Trustee shall have the right to collect and receive said rents, issues, profits, income, revenues and receipts derived from the Trust Estate for application in accordance with the provisions hereof, at all times during the period from and after the date of this Bond Indenture until the Bonds shall have been fully paid and discharged in accordance with **Article XI**;

C. All moneys and securities on deposit from time to time in the funds established under this Bond Indenture (except moneys and securities held in the Rebate Fund), permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

D. Any and all other property, or interests therein, of every kind or description which may from time to time hereafter, by delivery or by writing of any kind, be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, mortgaged, granted or delivered to or deposited with the Bond Trustee as additional security hereunder by the Issuer or by anyone on its behalf or with its written consent, or which pursuant to any of the provisions hereof or of the Lease Agreement may come into the possession of or control of the Bond Trustee or a receiver appointed pursuant to **Article VII**, as additional security, including the Series 2022A Master Note and any other Master Notes issued or assigned to the Bond Trustee; and the Bond Trustee is hereby authorized to receive any and all such property as and for additional security hereunder and to hold and apply all such property subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Bond Trustee and its respective successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future registered owners of the Bonds, without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns shall well and truly pay, or cause to be paid, the principal of and premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth in the Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under **Article VI** and shall pay or cause to be paid to the Bond Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, or shall provide for the payment thereof in accordance with **Article XI** and satisfy the other conditions specified in **Article XI** and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Bond Indenture, then upon the final payment thereof this Bond Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Bond Indenture shall remain in full force and effect.

THIS INDENTURE FURTHER WITNESSES, and it is expressly declared, that all Bonds are to be issued, authenticated and delivered and all said property, rights and interests, including the amounts payable under the Lease Agreement and the Master Indenture and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as expressed herein, and the Issuer does hereby agree and covenant with the Bond Trustee and with the respective registered owners of the Bonds as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 101. Definitions. The words and terms used in this Bond Indenture shall have the meanings specified in the Master Indenture except as otherwise defined herein. In addition, the following words and terms shall have the following meanings:

“Act” means K.S.A. 12-1740 to 12-1749d, inclusive, and K.S.A. 10-116a, all as amended.

“Additional Bonds” means any additional parity Bonds issued by the Issuer pursuant to **Section 203**.

“Additional Facility” means any “facility” as defined in the Act to be financed out of the proceeds of Additional Bonds.

“Additional Payments” means those payments described as such in **Section 5.3** of the Lease Agreement.

“Base Lease” means the Base Lease Agreement, dated as of June 1, 2022, between the Issuer and the Corporation, as amended and supplemented from time to time in accordance with its terms.

“Base Rental Payments” means those payments required to be made by the Corporation pursuant to **Section 5.1** of the Lease Agreement.

“Bond Counsel” means Gilmore & Bell, P.C. or another nationally recognized bond counsel firm selected by the Corporation and satisfactory to the Issuer and the Bond Trustee.

“Bond Documents” means this Bond Indenture, the Bonds, the Base Lease, the Lease Agreement, the Master Indenture, Supplemental Master Indenture No. 1, the Mortgage, the Series 2022A Master Note, the Purchase Contract, the Tax Agreement, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

“Bond Indenture” means this Bond Trust Indenture, dated as of June 1, 2022, between the Issuer and the Bond Trustee, as amended and supplemented from time to time by Supplemental Bond Indentures.

“Bond Trustee” means Security Bank of Kansas City, Kansas City, Kansas, and its successors and any other corporation that may be substituted in its place pursuant to, and at the time serving as, the Bond Trustee under this Bond Indenture.

“Bondholder” means the Registered Owner of any Bond.

“Bonds” means the Series 2022 Bonds and any Additional Bonds.

“Business Day” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal corporate trust office of the Bond Trustee or any

Paying Agent is located are required or authorized by law to remain closed, or (c) a day on which the New York Stock Exchange is closed.

“Cede & Co.” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“Corporation” means Catholic Care Center, Inc., a Kansas not for profit corporation, and its successors and assigns and any surviving, resulting or transferee corporation.

“Corporation Representative” means the person at the time designated to act on behalf of the Corporation by written certificate furnished to the Bond Trustee containing the specimen signatures of such person or persons and signed by the President, Chief Executive Officer, or Chief Financial Officer of the Corporation. Such written certificate may designate an alternate or alternates, each of whom shall be entitled to perform all of the functions of the Corporation Representative.

“Costs of Issuance” means issuance costs with respect to the Bonds as such term is used in Section 147(g) of the Internal Revenue Code and any regulations thereunder, including the following:

- (a) underwriter’s spread (whether realized directly or derived through purchase of Bonds at a discount below the price at which they are expected to be sold to the public);
- (b) counsel fees (including Bond Counsel, Underwriter’s or Purchaser’s Counsel, Issuer’s Counsel, Obligated Group’s Counsel, as well as any other specialized counsel fees incurred in connection with the borrowing);
- (c) financial advisor fees of any financial advisor to the Issuer or the Obligated Group incurred in connection with the issuance of the Bonds;
- (d) rating agency fees;
- (e) trustee, escrow agent and paying agent fees;
- (f) accountant fees and other expenses related to issuance of the Bonds;
- (g) printing costs (for the Bonds and of the preliminary and final official statement relating to the Bonds); and
- (h) fees and expenses of the Issuer incurred in connection with the issuance of the Bonds.

“Costs of Issuance Fund” means the fund by that name created pursuant to **Section 401**.

“Debt Service Fund” means the fund by that name created pursuant to **Section 401**.

“Defeasance Obligations” means:

- (a) Government Obligations which are not subject to redemption prior to maturity; or
- (b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

- (1) the obligations (A) are not subject to redemption prior to maturity, or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;
- (2) the obligations are fully secured by cash or noncallable Government Obligations that may be applied only to payment of principal of, premium, if any, and interest payments on such obligations;
- (3) the sufficiency of such cash and noncallable Government Obligations to pay in full all principal of, interest, and premium, if any, on such obligations has been verified by the report of an independent certified public accountant and no substitution of Government Obligations shall be permitted except with cash or other Government Obligations and upon delivery of a new verification;
- (4) such cash and Government Obligations serving as security for the obligations are held in an irrevocable escrow by an escrow agent or a trustee in trust for the Owners of such obligations, at least one year has passed since the establishment of such escrow and the issuer of such obligations is not, and has not been since the establishment of such escrow, a debtor in a proceeding commenced under the United States Bankruptcy Code;
- (5) the Bond Trustee has received an unqualified opinion of nationally recognized bankruptcy counsel (who, for purposes of such opinion, may assume that no Bondholder is an “insider”, as defined in the United States Bankruptcy Code) to the effect that the cash and Government Obligations in such escrow are not available to satisfy any other claims, including those against the trustee or escrow agent, and that the payment of principal of and interest on such obligations made from such escrow would not be avoidable as preferential payments and recoverable under the United States Bankruptcy Code should the obligor or any other person liable on such obligations become a debtor in a proceeding commenced under the United States Bankruptcy Code;
- (6) the Bond Trustee has received an Opinion of Bond Counsel delivered in connection with the original issuance of such obligations to the effect that the interest on such obligations was exempt for purposes of federal income taxation, and the Bond Trustee has received an Opinion of Bond Counsel delivered in connection with the establishment of the irrevocable escrow to the effect that the establishment of the escrow will not result in the loss of any exemption for purposes of federal income taxation to which interest on such obligations would otherwise be entitled; and
- (7) the obligations are rated in one of the two highest rating categories by a nationally recognized rating service.

“Event of Default” means any occurrence or event specified in and defined by **Section 701**.

“Facility” means (i) the real property described on **Schedule 1** to the Lease Agreement, (ii) all buildings, improvements and fixtures now or hereafter existing on that land, (iii) all machinery,

equipment, furnishings and other property financed or refinanced in whole or in part with the proceeds of the Series 2022 Bonds, (iv) any Additional Facility and (v) all repairs, replacement, restorations and substitutions to or for any of the foregoing property made pursuant to the Lease Agreement.

“Government Obligations” means direct obligations of the United States of America or obligations the full and timely payment of the principal of and interest on which is unconditionally guaranteed by the United States of America.

“Initial Rate Period” means, with respect to the Series 2022B Bond, the period commencing on the date of issuance of the Series 2022B Bond and extending through and including May 31, 2032.

“Interest Account” means the account by that name created in the Debt Service Fund pursuant to **Section 401**.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

“Issuer” means the City of Bel Aire, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas, and its successors and assigns.

“Lease Agreement” means the Lease Agreement, dated as of June 1, 2022, between the Issuer and the Corporation, as amended and supplemented from time to time by Supplemental Lease Agreements.

“Master Indenture” means the Master Trust Indenture, dated as of June 1, 2022, among the Corporation, any future Members of the Obligated Group described therein, and the Master Trustee, as amended and supplemented from time to time, including as amended and supplemented by Supplemental Master Indenture No. 1.

“Master Notes” means the Series 2022A Master Note and any additional Master Indenture Notes issued to the Bond Trustee pursuant to the Master Indenture, as security for, and to further provide for, the payment of the principal of and interest and premium, if any, on the Bonds.

“Mortgage” means the Mortgage, Security Agreement, and Assignment of Leases and Rents dated as of June 1, 2022, from the Corporation, as mortgagor, and the Master Trustee, as mortgagee, granting the Master Trustee a first mortgage lien on the Facility and a security interest in certain property of the Corporation.

“Optional Put Date” means, with respect to the Series 2022B Bond, each of June 1, 2032 (or if such date is not a Business Day, the immediately preceding Business Day) and June 1, 2042 (or if such date is not a Business Day, the immediately preceding Business Day).

“Outstanding”, when used with respect to Bonds, means all Bonds which have been authenticated and delivered by the Bond Trustee under this Bond Indenture, except:

- (a) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity;

- (b) Bonds paid or deemed to be paid pursuant to **Article XI**; and
- (c) Bonds in lieu of which others have been authenticated under **Section 205** or **Section 207**.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” or “Paying Agents” means the Bond Trustee and any financial institutions and their successors and assigns as are appointed additional Paying Agents for the Bonds pursuant to **Section 406**.

“Permitted Investments” means, if and to the extent the same are at the time legal for investment of funds held under this Bond Indenture, dollar denominated investments in any of the following:

- (a) Government Obligations;
- (b) debt obligations which are (i) issued by any state or political subdivision thereof or any agency or instrumentality of such state or political subdivision, and (ii) at the time of purchase, rated in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency;
- (c) any bond, debenture, note, participation certificate or other similar obligation issued by a government sponsored agency (such as the Federal National Mortgage Association, the Federal Home Loan Bank System, the Federal Home Loan Mortgage Corporation, or the Federal Farm Credit Bank) which is either (i) at the time of purchase, rated in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency, or (ii) backed by the full faith and credit of the United States of America;
- (d) U.S. denominated deposit account, certificates of deposit and banker’s acceptances of any bank, trust company, or savings and loan association, including the Master Trustee or Bond Trustee or their affiliates, which i) have a rating on their short-term certificates of deposit on the date of purchase in one of the two highest short-term rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency, and which mature not more than 360 days after the date of purchase or ii) are fully insured by the FDIC;
- (e) commercial paper which is rated at the time of purchase in one of the two highest short-term rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by any Rating Agency, and which matures not more than 270 days after the date of purchase;
- (f) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by a corporation which are, at the time of purchase, rated by any Rating Agency in any of the three highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise);

(g) investment agreements with or guaranteed by a Qualified Financial Institution or investment agreements with non-bank financial institutions, provided that (1) all of the unsecured, direct long-term debt of either the non-bank financial institution or the related guarantor of such non-bank financial institution is rated by any Rating Agency at the time the agreement is executed in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) for obligations of that nature; or (2) if the non-bank financial institution and any related guarantor have no outstanding long-term debt that is rated, all of the short-term debt of either the non-bank financial institution or the related guarantor of the non-bank financial institution is rated by any Rating Agency in one of the two highest rating categories (without regard to any refinement or gradation of the rating category by numerical modifier or otherwise) assigned to short-term indebtedness by any Rating Agency. If such non-bank financial institution and any guarantor do not have any short-term or long-term debt, but do have a rating in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise), then investment agreements with the non-bank financial institution will be permitted;

(h) repurchase agreements with respect to and secured by Government Obligations or by obligations described in clause (b) and (c) above, which agreements may be entered into with a bank (including the Master Trustee, the Bond Trustee or their affiliates), a trust company, financial services firm or a broker dealer which is a member of the Securities Investors Protection Corporation, provided that (i) the Bond Trustee or a custodial agent of the Bond Trustee has possession of the collateral and that the collateral is free and clear of third-party claims, (ii) a master repurchase agreement or specific written repurchase agreement governs the transaction, (iii) the collateral securities are valued no less frequently than monthly, and (iv) the fair market value of the collateral securities in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least 103%, and (v) the collateral securities are held in the custody of the Bond Trustee or the Bond Trustee's agent;

(i) investments in a money market fund, including funds of the Bond Trustee, the Master Trustee or their affiliates, rated (at the time of purchase) in the highest rating category for this type of investment by any Rating Agency; and

(j) shares in any investment company, money market mutual fund, fixed income mutual fund, exchange-traded fund or other collective investment fund registered under the federal Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and whose investments consist solely of Permitted Investments as defined in paragraphs (a) through (i) above, including money market mutual funds from which the Bond Trustee, the Master Trustee or their affiliates derive a fee for investment advisory or other services to the fund.

The Bond Trustee shall be entitled to assume that any investment which at the time of purchase is a Permitted Investment remains a Permitted Investment thereafter, absent receipt of written notice or information to the contrary. For the purposes of this definition, obligations issued or held in the name of the Bond Trustee in book-entry form on the books of the Department of Treasury of the United States shall be deemed to be deposited with the Bond Trustee.

“Principal Account” means the account by that name created in the Debt Service Fund by **Section 401** of this Bond Indenture.

“Project” means the improvements to the Facility financed or refinanced with the proceeds of the Series 2022 Bonds or any Additional Bonds, as further described on **Exhibit B**.

“Project Costs” means all reasonable or necessary expenses incidental to the acquisition, construction, improvement, equipping, enlargement and remodeling of the Project, including the expenses of studies and surveys; owner’s title and mortgagee’s title policies; insurance and utility charges related to the Project prior to the Completion Date; architectural and engineering services, legal or other special services related to the acquisition, construction and equipping of the Project; acquiring or demolishing existing structures; acquiring and developing the site of the Project and utility services and access roads thereto and constructing and equipping any new buildings constituting a part of the Project; rehabilitation, reconstructing, repairing or remodeling any existing buildings constituting a part of the Project; purchasing and installing any equipment, furnishings or other personal property constituting a part of the Project and other costs related to the Project that are capitalizable for federal income tax purposes.

“Project Fund” means the fund by that name created pursuant to **Section 401** of this Bond Indenture.

“Purchase Account” means the account by that name created in the Debt Service Fund pursuant to **Section 401**.

“Purchase Contract” means (a) with respect to the Series 2022 Bonds, the Private Placement Bond Purchase Agreement dated June __, 2022, among the Issuer, the Corporation and the Purchaser, and (b) with respect to any Additional Bonds, any agreement designated as such in any Supplemental Bond Indenture authorizing those Additional Bonds.

“Purchaser” means, with respect to the Series 2022 Bonds, INTRUST Bank, N.A., its successors and assigns, and with respect to a series of Additional Bonds, the purchaser or purchasers so designated in any Supplemental Bond Indenture authorizing that series of Additional Bonds.

“Qualified Financial Institution” means a bank, trust company, national banking association, insurance company or other financial services company or entity, whose unsecured long-term debt obligations (in the case of a bank, trust company, national banking association or other financial services company or entity) or whose claims paying abilities (in the case of an insurance company) are rated in any of the two highest categories by a nationally recognized credit rating agency.

“Rate Determination Date” means each of May 27, 2032, the third Business Day prior to the first day of the Second Rate Period and May 28, 2042, the third Business Day prior to the first day of the Third Rate Period.

“Rebate Fund” means the fund by that name created by **Section 401** of this Bond Indenture.

“Redemption Account” means the account by that name created in the Debt Service Fund pursuant to **Section 401** of this Bond Indenture.

“Refinanced Obligation” means the loan from Via Christi Villages, Inc. to the Corporation in the outstanding principal amount of \$9,410,000, the proceeds of which were used to refund and redeem all then outstanding Sedgwick County, Kansas Health Care Facilities Revenue Bonds, Series 2010 (Catholic Care Center, Inc.), the proceeds of which were used to refinance certain health care facilities of the Corporation.

“Registered Owner” means the person or persons in whose name or names a Bond is registered on the books of the Issuer kept for that purpose in accordance with this Bond Indenture and does not mean any beneficial owner of Bonds whether through the book-entry only system or otherwise.

“Replacement Bonds” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 207**.

“Second Rate Period” means, with respect to the Series 2022B Bond, the period commencing June 1, 2030, and extending to, but not including, the first day of the Third Rate Period.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Series 2022 Bonds” means collectively the Series 2022A Bond and the Series 2022B Bond.

“Series 2022A Bond” means the Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022A, in the principal amount of \$[Principal Amount A], issued by the Issuer pursuant to this Bond Indenture.

“Series 2022A Master Note” means the Master Indenture Note (Catholic Care Center Obligated Group), Series 2022, dated the date of issuance, of the Corporation to the Bond Trustee in the same principal amount as the principal amount of the Series 2022 Bonds, which note is issued, authenticated and delivered under the Master Indenture.

“Series 2022B Bond” means the Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022B, in the principal amount of \$[Principal Amount B], issued by the Issuer pursuant to this Bond Indenture.

“State” means the State of Kansas.

“Supplemental Bond Indenture” means any supplement or amendment to this Bond Indenture entered into in accordance with **Article IX**.

“Supplemental Lease Agreement” means any supplement or amendment to the Lease Agreement entered into in accordance with **Article X**.

“Supplemental Master Indenture No. 1” means Supplemental Master Trust Indenture No. 1, dated as of June 1, 2022, among the Corporation, as Obligated Group Representative and the Master Trustee.

“Tax Agreement” means (a) with respect to the Series 2022 Bonds, the Tax Compliance Agreement dated as of June 1, 2022, among the Issuer, the Corporation and the Bond Trustee, and (b) with respect to any Additional Bonds, any document or documents so designated in the Supplemental Bond Indenture authorizing those Additional Bonds, as any of the foregoing may from time to time be amended in accordance with the provisions thereof.

“Taxable Bonds” means any series of Bonds the interest on which is not intended to be excluded from gross income for federal income tax purposes as evidenced by the inclusion of the word “Taxable” in the name of such series of Bonds.

“Tax-Exempt Bonds” means all Bonds other than Taxable Bonds.

“Tax-Exempt Organization” means a not for profit organization, organized under the laws of the United States of America or any state thereof, that is an organization described in Section 501(c)(3) of the Internal Revenue Code, is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code, and is not a “private foundation” within the meaning of Section 509(a) of the Internal Revenue Code, or corresponding provisions of federal income tax laws from time to time in effect.

“Third Rate Period” means, with respect to the Series 2022B Bond, the period commencing June 1, 2042 and extending to the final maturity of the Series 2022B Bond.

“Treasury Rate” means (i) with respect to the Second Rate Period, the 10-year Treasury rate as reported by the U.S. Department of the Treasury on the Rate Determination Date, and (ii) with respect to the Third Rate Period, the 7-year Treasury rate as reported by the U.S. Department of the Treasury on the Rate Determination Date.

“Trust Estate” means the property conveyed to the Bond Trustee pursuant to the Granting Clauses hereof.

“Written Request” means, with respect to the Corporation, a request in writing signed by the Corporation Representative and with respect to the Issuer, a request in writing signed by a duly authorized representative of the Issuer.

Section 102. Rules of Interpretation. For all purposes of this Bond Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles to the extent applicable.
- (c) All references herein to “generally accepted accounting principles” refer to accounting principles generally accepted in the United States of America in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms, provided, as applied to any entity that operates a hospital, extended care facility or other discrete enterprise of a type with respect to which particular accounting principles from time to time shall have been generally adapted or modified, the term “generally accepted accounting principles” shall include the adaptations or modifications.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Bond Indenture as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

- (g) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE BONDS

Section 201. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Bond Indenture except in accordance with this Article. The total principal amount of the Series 2022A Bond to be issued as provided in **Section 202** shall be \$[Principal Amount A] and the total principal amount of the Series 2022B Bond to be issued as provided in **Section 202** shall be \$[Principal Amount B]. Additional Bonds may be issued as provided in **Section 203**.

Section 202. Issuance of the Series 2022 Bonds.

(a) *Designation, Denominations, Numbering and Dating.* The Series 2022 Bonds shall consist of two series and shall be designated “Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022A” and “Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022B.” Each series of the Series 2022 Bonds shall be issuable in the form of one registered Bond certificate, without coupons, registered in the name of the Purchaser. Unless the Issuer shall otherwise direct, the Series 2022 Bonds of each series shall be numbered consecutively from 1 upward in the order of their issuance. The Series 2022 Bonds shall be dated as of the date of issuance.

(b) *Interest and Maturities – Series 2022A Bond.* The Series 2022A Bond shall bear interest from its date or from the most recent interest payment date to which interest has been paid, payable on July 1, 2022, and on the first day of each month thereafter. The Series 2022A Bond shall bear interest (computed on the basis of a 360-day year and the actual number of days elapsed) at the rate of **4.74%** per annum and shall mature on June 1, 2032. Principal on the Series 2022A Bond shall be payable on the first day of each month, commencing July 1, 2022, as set forth on **Schedule 1**. Any overdue principal of any Series 2022A Bond shall continue to bear interest at the interest rate specified for that Series 2022A Bond.

(c) *Interest and Maturities – Series 2022B Bond.* The Series 2022B Bond shall bear interest from its date or from the most recent interest payment date to which interest has been paid, payable on July 1, 2022, and on the first day of each month thereafter. The Series 2022B Bond shall bear interest (computed on the basis of a 360-day year and the actual number of days elapsed) at the rate of **4.89%** per annum during the Initial Rate Period and shall mature on June 1, 2049. The Series 2022B Bond shall bear interest from the first day of the Second Rate Period through the last day of the Second Rate Period at a rate per annum equal to the greater of (i) 4.50%, or (ii) the sum of the Treasury Rate plus 2.00%. The Series 2022B Bonds shall bear interest from the first day of the Third Rate Period through the maturity of the Series 2022B Bond at a rate per annum equal to the greater of (i) 4.25%, or (ii) the sum of the Treasury Rate plus 2.00%. Principal on the Series 2022B Bond shall be payable on the first day of each month, commencing July 1, 2024, as set forth on **Schedule 1**. Any overdue principal of any Series 2022B Bond shall continue to bear interest at the interest rate specified for that Series 2022B Bond.

(d) On each Rate Determination Date, the Purchaser (if the Purchaser is the Registered Owner of the Series 2022B Bond, and otherwise, the Registered Owner of the Series 2022B Bond) shall notify the Bond Trustee and the Corporation in writing of the Treasury Rate for that Rate Determination Date and the new interest rate for the Series 2022B Bond, which determination shall be binding on the Issuer, the Bond Trustee, the Corporation and the Registered Owner of the Series 2022B Bond, absent manifest error.

(e) *Principal Advances on Series 2022B Bond.* The Purchaser shall advance \$_____ of the principal amount of the Series 2022B Bond on the date of issuance of the Series 2022B Bond. On each date that a Written Request for Project Costs is submitted by the Corporation to the Purchaser and approved in writing by the Purchaser, the Purchaser shall deposit the amount of such request with the Bond Trustee for credit to the Project Fund, which shall constitute an advance of principal on the Series 2022B Bond. The aggregate of all such advances shall equal \$[Principal Amount B]. Amounts so deposited in the Project Fund shall be used by the Bond Trustee to pay Project Costs submitted by the Corporation that conform to the form of Disbursement Request attached as **Exhibit C**. To the extent that the total amount advanced by the Purchaser on the Series 2022B Bond on [November 15, 2023*] is less than \$[Principal Amount B], the Purchaser shall on [November 15, 2023*] deposit with the Bond Trustee for credit to the Project Fund such difference. In all events, the full stated principal amount of the Series 2022B Bond shall be fully advanced by the Purchaser on or before [November 15, 2023*]. No transfer of the Series 2022B Bond or any beneficial interest therein (other than to an Affiliate of the Purchaser) may occur until after the entire stated principal amount of the Series 2022B Bond has been advanced by the Purchaser in accordance with this **Section 202(e)**. Principal advances received by the Bond Trustee in accordance with this **Section 202(e)** shall be deposited and applied as provided in **Section 404** of this Bond Indenture. The Bond Trustee shall keep a record of the principal advances received by the Bond Trustee in accordance with this **Section 202(e)**, which record shall be binding upon the Issuer, the Corporation and the Purchaser absent manifest error.

(f) *Purpose of Series 2022 Bonds.* The proceeds of the Series 2022A Bond shall be used to refinance the Refinanced Obligation and pay Costs of Issuance of the Series 2022 Bonds. The proceeds of the Series 2022B Bond shall be used to pay Project Costs and pay Costs of Issuance of the Series 2022 Bonds.

(g) *Delivery.* Upon the execution and delivery of this Bond Indenture, the Issuer shall execute and deliver to the Bond Trustee and the Bond Trustee shall authenticate and deliver the Series 2022 Bonds to the Purchaser as directed by the Issuer as provided in this Section.

Prior to the delivery by the Bond Trustee of the Series 2022 Bonds, there shall be delivered to the Bond Trustee:

- (1) A copy, duly certified by the City Clerk of the Issuer, of the ordinance adopted by the City Council of the Issuer authorizing the issuance of the Series 2022 Bonds and the execution and delivery of the Bond Documents which name it as a party.
- (2) Original executed counterparts of the Bond Documents and the original executed Series 2022A Master Note.

- (3) A request and authorization to the Bond Trustee on behalf of the Issuer and signed by the Mayor of the Issuer to authenticate and deliver the Series 2022 Bonds to or upon the order of the Purchaser upon payment to the Bond Trustee, but for the account of the Issuer, of the purchase price thereof specified in such request and authorization.
- (4) A copy, duly certified by the Secretary or an Assistant Secretary of the Corporation, of the resolutions adopted and approved by the Corporation authorizing the execution and delivery of the Bond Documents which name it as a party, and approving this Bond Indenture and the issuance and sale of the Series 2022 Bonds.
- (5) Lender's title insurance policy or policies for the Facility insuring the Master Trustee's interest in the Mortgage.
- (6) An opinion of Bond Counsel in substantially the form required by the Purchase Contract for the Series 2022 Bonds.
- (7) Such other certificates, statements, opinions, receipts and documents required by any of the Bond Documents or as the Bond Trustee shall reasonably require for the delivery of the Series 2022 Bonds.

Section 203. Authorization of Additional Bonds.

(a) *Purposes.* Additional Bonds may be issued at any time and from time to time under and equally and ratably secured by this Bond Indenture on a parity with the Series 2022 Bonds and any other Additional Bonds, upon compliance with the conditions hereinafter provided in this Section, for the purpose of providing funds to pay the costs of:

- (1) completing the Project;
- (2) any improvement to or expansion of the Facility or the acquisition or financing of any Additional Facility;
- (3) the completion of any Facility or Additional Facility financed or refinanced, in whole or in part, with the proceeds of any Bonds;
- (4) repaying and retiring any or all Bonds of any series at the time Outstanding;
- (5) obtaining funds for the advance refunding or crossover refunding of any or all Bonds of any series at the time Outstanding, regardless of whether those Bonds may be prepaid in full at such time, including the payment of any redemption premium, if any, thereon and interest to accrue to the designated redemption date; or
- (6) any other purpose permitted under the Act, all as provided in the Act.

The principal amount of any Additional Bonds may include an amount sufficient to pay the costs and expenses of issuance, any desired funding of a debt service reserve and such capitalized amounts as are permitted by law.

(b) *Supplemental Documents.* Before any Additional Bonds may be issued, the governing body of the Issuer shall pass an ordinance authorizing the issuance of those Additional Bonds, fixing the amount thereof and describing in brief and general terms the purpose or purposes for which those Additional Bonds are being issued, authorizing the Issuer to enter into a Supplemental Bond Indenture for the purpose of issuing those Additional Bonds, and, if required, authorizing the Issuer to enter into a Supplemental Lease Agreement with the Corporation to provide for Base Rental Payments at least sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds then to be Outstanding (including the Additional Bonds to be issued) as the same become due, to the extent required to extend the Lease Agreement to any Additional Facility to be financed with the Additional Bonds, to the extent required to extend the term of the Lease Agreement to at least the final maturity of the Additional Bonds, and for such other matters as are appropriate because of the issuance of the Additional Bonds proposed to be issued which matters, in the judgment of the Issuer, are not prejudicial to the Issuer or the Registered Owners of the Bonds previously issued.

(c) *Terms.* Any Additional Bonds shall have the same designation as the Series 2022 Bonds, except (i) for an identifying series letter or date, (ii) such designation shall include the word “Taxable” if the interest on such Additional Bonds is not intended to be excluded from gross income for federal income tax purposes and (iii) for such other modifications as may be appropriate, shall be dated, shall mature on such date or dates in such year or years, shall be numbered, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of **Article III**), all as may be provided by the Supplemental Bond Indenture authorizing the issuance of those Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemption, Additional Bonds shall be secured by the Trust Estate on a parity with and shall be entitled to the same benefit and security of this Bond Indenture as the Series 2022 Bonds.

(d) *Conditions Precedent.* Any Additional Bonds shall be executed substantially in the form and manner set forth in **Sections 205 and 206** and shall be deposited with the Bond Trustee for authentication, but prior to or simultaneously with the authentication and delivery of those Additional Bonds by the Bond Trustee there shall be filed or deposited with the Bond Trustee the following:

- (1) A copy, certified by the Clerk of the Issuer, of the ordinance passed by the governing body of the Issuer authorizing the issuance of those Additional Bonds and the execution of any Supplemental Bond Indenture and Supplemental Lease Agreement as may be necessary.
- (2) An original executed counterpart of the Supplemental Bond Indenture described in **Subsection (b)**.
- (3) An original executed counterpart of the Supplemental Lease Agreement described in **Subsection (b)**.
- (4) A Master Note issued to the Bond Trustee in the same principal amount as the aggregate principal amount of the Additional Bonds and with payments of principal and interest and premium, if any, that correspond with the payments of principal of and interest and premium, if any, on the Additional Bonds.
- (5) A Certificate of the Corporation Representative stating that the conditions precedent to the issuance of the Master Note in the Master Indenture have been met.

- (6) A copy, certified by the Secretary or Assistant Secretary of the Corporation, of the resolutions theretofore adopted and approved authorizing the execution and delivery of the Supplemental Lease Agreement, the Supplemental Master Indenture related to the Additional Bonds, and further approving the Supplemental Bond Indenture and the issuance and sale of the Additional Bonds.
- (7) A request and authorization to the Bond Trustee, on behalf of the Issuer, executed by the Mayor of the Issuer authorized to do so, to authenticate the Additional Bonds and deliver the Additional Bonds to or upon the order of the purchasers therein identified upon payment to the Bond Trustee, for the account of the Issuer, of the purchase price thereof. The Bond Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of the purchase price.
- (8) An opinion of Bond Counsel to the effect that all requirements for the issuance of the Additional Bonds have been met and the issuance of the Additional Bonds will not result in the interest on any Tax-Exempt Bonds then Outstanding becoming includable in gross income for purposes of federal income taxation under the law then in effect.
- (9) Such other certificates, statements, receipts, opinions and documents as the Bond Trustee shall reasonably require for the delivery of the Additional Bonds.

(e) *Delivery.* When the documents specified in **Subsection (d)** have been filed with the Bond Trustee, and when the Additional Bonds have been executed and authenticated as required by this Bond Indenture, the Bond Trustee shall deliver the Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Bond Trustee of the purchase price of the Additional Bonds.

(f) *Application of Proceeds.* The proceeds of the sale of the Additional Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Bond Trustee and shall be deposited and applied by the Bond Trustee as provided in **Article V** and in the Supplemental Bond Indenture authorizing the issuance of such Additional Bonds.

(g) *No Other Bonds.* Except as provided in this Section, the Issuer will not otherwise issue any obligations on a parity with the Bonds or otherwise payable from the Trust Estate.

Section 204. Method of Payment. The principal of and premium, if any, on the Bonds shall be payable, solely from the sources specified in **Section 601**, in lawful money of the United States of America at the principal corporate trust office of the Bond Trustee or at the duly designated office of any Paying Agent. Payment of interest on any Bond shall be made to the Registered Owner thereof, as shown on the registration books kept by the Bond Trustee, as of the fifteenth day of the calendar month preceding the month in which the applicable interest payment date occurs and shall be paid (i) by check or draft mailed to the Registered Owner at his address as it appears on the registration books of the Issuer or (ii) by wire transfer in immediately available funds on the interest payment date to any Registered Owner of Bonds in an aggregate principal amount of \$1,000,000 or more at such wire transfer address as such Registered Owner shall specify if such Registered Owner shall provide written notice to the Bond Trustee no less than 15 days prior to such interest payment date on which request for wire transfer payment is made, which notice shall be in a form satisfactory to the Bond Trustee and shall specify said wire transfer address.

Notwithstanding the provisions of this Bond Indenture, the principal of the Series 2022 Bonds shall be payable without the presentation or surrender of such Series 2022 Bonds to the corporate trust office designated by the Bond Trustee or any Paying Agent. The Bond Trustee shall maintain a record of the principal amount paid on each Registered Owner of a Series 2022 Bonds, which record shall be conclusive on the Issuer, the Corporation and such Registered Owner, absent manifest error. Upon each surrender of the Series 2022 Bonds for transfer, in whole or in part, the Bond Trustee shall authenticate and deliver in exchange for such Series 2022 Bonds a new Series 2022 Bonds, registered in the name of the transferee, in the aggregate outstanding principal amount of such surrendered Series 2022 Bonds reflected on the books of the Bond Trustee maintained in accordance with this **Section 204**. A record of all such payments shall be kept by the Bond Trustee and shall be conclusive absent manifest error.

Section 205. Execution and Authentication. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor of the Issuer and attested with the manual or facsimile signature of the City Clerk of the Issuer and shall have affixed thereto or printed thereon the seal of the Issuer. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if that officer had remained in office until delivery.

No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Indenture unless and until a certificate of authentication on such Bond substantially in the form set forth on **Exhibit A**, shall have been duly executed by the Bond Trustee, and such executed certificate of the Bond Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Indenture. The Bond Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Bond Trustee, but it shall not be necessary that the same person execute the certificate of authentication on all of the Bonds.

Section 206. Form of Bonds. The Series 2022 Bonds and the Bond Trustee's certificate of authentication to be endorsed on such Bonds are to be in substantially the form set forth on **Exhibit A** attached hereto, with appropriate variations, omissions and insertions as permitted or required by this Bond Indenture. Any Additional Bonds and the Bond Trustee's Certificate of Authentication to be endorsed thereon shall also be in substantially the forms set forth in **Exhibit A**, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Bond Indenture or any Supplemental Bond Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

Section 207. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Bond Trustee shall authenticate a new Bond of like date, maturity and denomination to that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bond Trustee, and in the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Issuer, the Corporation and the Bond Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Bond Trustee, together with an indemnity of the Issuer, the Corporation and the Bond Trustee satisfactory to them. In the event any such Bond shall have matured, instead of issuing a replacement Bond, the Bond Trustee may pay the same without surrender thereof making such requirements as it deems fit for its protection, including a lost instrument bond. The Issuer and the Bond Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses for such service.

Section 208. Registration and Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Bonds (the “Bond Register”) as provided in this Bond Indenture to be kept by the Bond Trustee, which is hereby constituted and appointed the bond registrar of the Issuer. Upon surrender for transfer of any Bond at the corporate trust office of the Bond Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute, and the Bond Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond for a like aggregate principal amount of the same series and maturity.

Bonds may be exchanged at the corporate trust office of the Bond Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same series and maturity.

The Bond Trustee may charge the Bondholder requesting exchange or transfer of any Bond a fee covering taxes and other governmental charges, for each new Bond issued upon any exchange or transfer. In each case, the Bond Trustee shall require the payment by the Bondholder requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Bond Trustee, the Bond Trustee may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Bond Trustee from amounts otherwise payable to such Registered Owner.

The Bond Trustee shall not be required to transfer or exchange any Bond during the period of 15 days next preceding any interest payment date of such Bond nor to transfer or exchange any Bond after the first publication or the mailing of notice calling such Bond or portion thereof for redemption has been given as herein provided, nor during the period of 15 days next preceding the giving of such notice of redemption.

As to any Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 209. Restriction on Transfer of Series 2022 Bonds. The Series 2022 Bonds of either series may be transferred in whole, but not in part. The Purchaser understands that the Series 2022 Bonds may be offered, resold, pledged or transferred (a) only to (i) an Affiliate of the Purchaser, (ii) a trust or other custodial arrangement established by the Purchaser or an Affiliate of the Purchaser, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “Securities Act”), (iii) a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act that purchases for its own account or for the account of a qualified institutional buyer, or (iv) a sophisticated institutional investor and an “accredited investor” as defined in Regulation D promulgated under the Securities Act that purchases for its own account; and (b) only if the proposed transferee has delivered to the Issuer, the Corporation and the Bond Trustee an investment letter substantially in the form set forth in **Exhibit E** with only such variations from that form as are acceptable to the Issuer and the Corporation.

Section 210. Cancellation and Destruction of Bonds Upon Payment. All Bonds which have been paid or redeemed or which the Bond Trustee has purchased, or which have otherwise been

surrendered to the Bond Trustee under this Bond Indenture, either at or before maturity, shall be cancelled and destroyed by the Bond Trustee in compliance with all the customary practices of the Bond Trustee and applicable record retention requirements upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Bond Trustee.

Section 211. Book-Entry Only; Securities Depository.

(a) The Series 2022 Bonds will not be issued as a book-entry bond on the Closing Date. At the written direction of the Purchaser delivered to the Bond Trustee and the Corporation, and upon receipt of the Series 2022 Bonds by the Bond Trustee, a new Replacement Bond shall be authenticated and delivered, and shall be registered to Cede & Co., the nominee for the Securities Depository in accordance with this **Section 211**, and no beneficial owner will thereafter receive certificates representing their respective interests in the Series 2022 Bond, except in the event the Bond Trustee issues Replacement Bonds as provided in this Bond Indenture. The Series 2022 Bonds shall not be registered for or on behalf of a Securities Depository without CUSIP numbers being assigned thereto.

(b) Additional Bonds may initially be registered to Cede & Co., the nominee for the Securities Depository. No beneficial owner will receive certificates representing their respective interests in the Additional Bonds, except as otherwise provided in any Supplemental Bond Indenture authorizing any Additional Bonds or if the Bond Trustee issues Replacement Bonds as provided in **Subsection (c)**. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants, except as otherwise provided in any Supplemental Bond Indenture authorizing any Additional Bonds with respect to those Additional Bonds, until and unless the Bond Trustee authenticates and delivers Replacement Bonds to the beneficial owners as described in **Subsection (c)**.

(c) (1) If the Bond Trustee and the Corporation determine (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Bond Trustee receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Bond Trustee shall notify the Registered Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Trustee shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees identified by the Securities Depository in writing to the Bond Trustee in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this **Subsection (c)**, the Bond Trustee or the Corporation may select a successor securities depository in accordance with **Subsection (d)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Trustee, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and neither the Bond Trustee nor the Corporation is able to locate (or the Corporation

determines not to locate) a qualified successor of the Securities Depository in accordance with **Subsection (d)** then the Bond Trustee shall authenticate and cause delivery of Replacement Bonds to Registered Owners, as provided herein. The Bond Trustee may rely on information from the Securities Depository and its Participants as to the principal amounts held by and the names and addresses of the beneficial owners of the Bonds. The cost of printing, registration, authentication and delivery of Replacement Bonds shall be paid for by the Corporation.

(d) In the event the Securities Depository resigns or the Bond Trustee determines that the Securities Depository is unable to properly discharge its responsibilities or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the Bond Trustee or the Corporation may appoint a successor Securities Depository provided the Bond Trustee receives written evidence with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Trustee upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 301. Redemption of Bonds Generally. The Series 2022 Bonds shall be subject to redemption prior to maturity in accordance with this Article. Any Additional Bonds shall be subject to redemption prior to maturity in accordance with the applicable provisions contained in this Article and as specified in the Supplemental Bond Indenture authorizing those Additional Bonds.

Section 302. Redemption of Series 2022 Bonds.

(a) *Optional Redemption.* The Series 2022 Bonds are subject to optional redemption by the City upon the written direction of the Corporation, in whole or in part at any time, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the redemption date, without premium. No redemption of the Series 2022 Bonds shall be made pursuant to this subsection (a) in amounts of less than \$100,000, except to redeem the last Series 2022 Bonds of a series then Outstanding.

(b) *Extraordinary Optional Redemption.* The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the Corporation, in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, upon the occurrence of any of the following events:

(i) all or a substantial portion of the Facility is damaged or destroyed by fire or other casualty, or title to, or the temporary use of, all or a substantial portion of the Facility is condemned or taken for any public or quasi-public use by any authority exercising or threatening the exercise of the power of eminent domain or title thereto is found to be deficient, to such extent that in the determination of the Corporation (A) the Facility cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Corporation is thereby prevented from carrying on its normal operations of the Facility, or (C) the cost of restoration or

replacement thereof would exceed the net proceeds of any casualty insurance, title insurance, condemnation awards or sale under threat of condemnation with respect thereto; or

(ii) the Corporation provides an Opinion of Bond Counsel to the Bond Trustee stating that, as a result of any changes in the Constitution of the State of Kansas or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final direction, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Corporation in good faith, this Bond Indenture or the Lease Agreement has become void or unenforceable or impossible of performance.

(c) *Scheduled Mandatory Redemption of Series 2022 Bonds.* The Series 2022A Bond shall be subject to the mandatory redemption and payment prior to maturity on July 1, 2022, and on the first day of each month thereafter, at the principal amounts set forth on **Schedule 1** plus accrued interest to the redemption date, without premium. The Series 2022B Bond shall be subject to the mandatory redemption and payment prior to maturity on July 1, 2024, and on the first day of each month thereafter, at the principal amounts set forth on **Schedule 1** plus accrued interest to the redemption date, without premium. The Base Rental Payments specified in **Section 5.1** of the Lease Agreement which are to be deposited into the Debt Service Fund shall be sufficient to redeem, and the Issuer shall redeem the principal amounts of such Series 2022 Bonds as set forth on **Schedule 1**.

Section 303. Method of Selecting Bonds in Case of Partial Redemption. In the event that less than all of the Outstanding Bonds or portions thereof of any series or subseries shall be redeemed (other than pursuant to **Section 302(c)** or any scheduled mandatory sinking fund redemption of a specified maturity of Additional Bonds in accordance with the Supplemental Bond Indenture authorizing those Additional Bonds), the maturity or maturities of the Bonds of that series or subseries to be redeemed shall be as designated in writing by the Corporation Representative to the Bond Trustee on or before the 45th day next preceding the redemption date or, if no such designation is received by the Bond Trustee, in inverse order of maturity. If less than all Bonds or portions thereof of any single maturity of a series or subseries are to be redeemed, the Bonds of that series or subseries and maturity to be redeemed shall be selected by lot or in such equitable manner as the Bond Trustee may determine.

In case a Bond (other than the Series 2022 Bonds) is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, but Bonds shall be redeemed only in the principal amount of \$5,000 each or any integral multiple thereof. Upon surrender of any Bond for redemption in part only, the Issuer shall execute and the Bond Trustee shall authenticate and deliver to the Registered Owner thereof, at the expense of the Corporation, a new Bond or Bonds of the same series and maturity of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Section 304. Notice of Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least **15** days prior to the redemption date to each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Trustee; provided that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond or portion thereof with respect to which no such defect or failure has occurred. No notice of redemption pursuant to **Section 302(c)** shall be required to be given to the Registered Owners of the Series 2022 Bonds. Any such redemption notice shall specify: (i) the redemption date and date of the redemption notice; (ii) the redemption price to be

paid; (iii) the address and telephone number of the Bond Trustee; (iv) series of the Bonds; (v) the interest rates on the Bonds to be redeemed; (vi) the maturities of Bonds to be redeemed; (vii) the CUSIP numbers, if any, and, if less than all Bonds of a series and maturity are to be redeemed, certificate numbers of the Bonds to be redeemed; and (viii) in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. Such notice shall also state that from and after such redemption date, interest shall cease to accrue on such Bonds so called for redemption. If any Bond is to be redeemed in part only, the notice of redemption shall further state that on or after such date, upon surrender of such Bond, a new Bond of the same series and maturity in a principal amount equal to the unredeemed portion of such Bond will be issued.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Bond Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Bond Trustee receives written notice from the Corporation that moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice shall be of no force and effect, the Bond Trustee shall not redeem such Bonds and the Bond Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

In addition to the foregoing notice requirements, the Bond Trustee shall give notice and make redemption payments in accordance with Securities and Exchange Commission Release No. 34-3856, if then in effect, or any other release, regulation, procedure, ruling, decision or statute modifying or superseding said release then in effect; provided that if notice complying with the immediately preceding paragraph of this Section is given as provided in said paragraph, neither the failure to comply with this paragraph nor any defect in the giving of any notice pursuant to this paragraph shall affect or invalidate the proceedings for such redemption.

Any notice mailed shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Registered Owner receives the notice.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Trustee shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. The Issuer, the Bond Trustee and the Corporation shall have no responsibility or liability in connection with any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Bond Trustee, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, and such failure shall not affect the validity of the redemption of such Bond.

Section 305. Redemption Payments. On or before the date fixed for redemption, funds shall be deposited with the Bond Trustee to pay, and the Bond Trustee is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof called, together with accrued interest thereon to the redemption date and any required premium. Upon the giving of notice for redemption, if required in accordance with **Section 304**, the principal amount of each Bond or portion thereof called for redemption shall become due and payable on the redemption date at the redemption price and (if the moneys necessary to effect such redemption are on deposit with the Bond Trustee and available therefor) shall cease to bear interest from and after the redemption date; and such Bonds or portions thereof shall cease from and after the redemption date to be entitled to any benefit or security under this Bond Indenture, and the Registered Owners thereof shall have no rights in respect of such Bonds or portions

thereof except the right to receive payment of the redemption price thereof and interest accrued to the redemption date.

Section 306. Mandatory Purchase on Optional Put Dates.

(a) On each Optional Put Date, the Registered Owner of the Series 2022B Bond shall have the right to require the Corporation to purchase the Series 2022B Bond then Outstanding at a purchase price equal to 100% of the principal amount thereof plus accrued and unpaid interest thereon to the Optional Put Date. The payment of the purchase price for the Series 2022B Bond tendered pursuant to this **Section 306** shall be made by the Corporation from all available funds (including the proceeds of any remarketing thereof), shall be paid by the Corporation to the Bond Trustee in accordance with **Section 5.1** of the Lease Agreement, and shall be deposited by the Bond Trustee in the Purchase Account in the Debt Service Fund.

(b) Unless waived by the Corporation, the Registered Owner of the Series 2022B Bond shall give notice of mandatory purchase by the Corporation pursuant to this **Section 306** by mailing a copy of a notice of mandatory purchase by first class mail, postage prepaid, at least **30** days [***discuss whether a longer or shorter notice period is preferred***] prior to the Optional Put Date to the Issuer, the Bond Trustee and the Corporation, which notice shall specify (i) that the Series 2022B Bond is subject to mandatory purchase by the Corporation on the Optional Put Date, and (ii) the Registered Owner's commitment to deliver to the Bond Trustee the Series 2022B Bond certificate on such Optional Put Date.

(c) The Series 2022B Bond purchased by the Corporation in accordance with this **Section 306** may be remarketed by the Corporation at a fixed rate to maturity or at any other variable or fixed rate (including a rate established by the Corporation and the purchaser of the Series 2022B Bond in such remarketing) if accompanied by an opinion of Bond Counsel to any transferee permitted by **Section 209**.

ARTICLE IV

CREATION OF FUNDS AND ACCOUNTS; APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 401. Creation of Funds and Accounts. There are hereby created and ordered to be established in the custody of the Bond Trustee the following special trust funds in the name of the Issuer to be designated as follows:

- (a) "The City of Bel Aire, Kansas Project Fund – Catholic Care Center" (the "Project Fund"), which shall contain an account designated as the "Series 2022B Project Account".
- (b) "The City of Bel Aire, Kansas Costs of Issuance Fund – Catholic Care Center" (the "Costs of Issuance Fund").

(c) “The City of Bel Aire, Kansas Debt Service Fund – Catholic Care Center” (the “Debt Service Fund”), which shall contain an Interest Account, a Principal Account, a Redemption Account, and a Purchase Account.

(d) “The City of Bel Aire, Kansas Rebate Fund – Catholic Care Center” (the “Rebate Fund”).

The Bond Trustee may maintain within each Fund a separate subaccount for each series of Bonds outstanding from time to time.

Section 402. Deposit of Bond Proceeds and Other Moneys. There shall be deposited with the Bond Trustee the purchase price of the Bonds and other moneys of the Corporation specified below, and the Bond Trustee shall deposit and apply such proceeds and moneys as follows:

(a) *Series 2022A Bond.* Net proceeds of the Series 2022A Bond in the amount of \$_____ shall be paid to the Bond Trustee and applied by the Bond Trustee as follows:

(i) Deposit \$_____ in the Costs of Issuance Fund; and

(ii) Deposit the balance of the net proceeds of the Series 2022A Bond in the amount of \$_____ in the Series 2022A Account in the Project Fund. In accordance with the separate written instructions from the Corporation to the Bond Trustee, the Bond Trustee shall use such amount to pay in full the Refinanced Obligation on the date of issuance of the Series 2022A Bond.

(b) *Series 2022B Bond.* Net proceeds of the Series 2022B Bond in the amount of \$_____ shall be paid to the Bond Trustee and applied by the Bond Trustee as follows:

(i) Deposit \$_____ in the Costs of Issuance Fund.

(ii) Deposit the balance of the initial principal advance of the Series 2022B Bond in the amount of \$_____ in the Series 2022B Account in the Project Fund. All future principal advances of the Series 2022B Bond shall be deposited in the Series 2022B Account in the Project Fund.

Section 403. Costs of Issuance Fund. Moneys in the Costs of Issuance Fund shall be paid out from time to time by the Bond Trustee upon Written Requests of the Corporation, in substantially the form of **Exhibit C**, in amounts equal to the amount of Costs of Issuance certified in such Written Requests. At such time as the Bond Trustee is furnished with a Certificate of the Corporation Representative stating that all such fees and expenses have been paid, and in any case not later than six months after the Closing Date, the Bond Trustee shall transfer any moneys remaining in the Costs of Issuance Fund to the Debt Service Fund.

Section 404. Project Fund.

(a) Moneys in the Series 2022A Account in the Project Fund shall be applied to pay in full the Refinanced Obligation on the date of issuance of the Series 2022A Bond. All other moneys in the Project Fund shall be paid out from time to time by the Bond Trustee upon the Written Request of the Corporation in order to pay or reimburse the Corporation for payment of Project Costs.

(b) All Project Costs shall be paid by the Bond Trustee from moneys available in the Project Fund upon receipt by the Bond Trustee of a properly completed Written Request of the Corporation, which Written Request shall contain the statements, representations, and certifications set forth in the form thereof included in **Exhibit D**. In making any payment under this Section, the Bond Trustee may rely as to the completeness and accuracy of all statements in the Written Request and shall not be required to make any independent investigation in connection therewith. If the Issuer so requests, a copy of each Written Request submitted to the Bond Trustee for payment under this Section shall be promptly provided by the Bond Trustee to the Issuer.

(c) If after payment by the Bond Trustee of all Written Requests theretofore tendered to the Bond Trustee under **Subsection (b)** and after all rebatable earnings have been transferred to the Rebate Fund pursuant to **Section 406**, there shall remain any moneys in the Project Fund, such moneys shall be transferred to the Debt Service Fund.

(d) If an Event of Default occurs and the Bonds are declared due and payable pursuant to **Section 802**, any balance remaining in the Project Fund, shall without further authorization be deposited in the Debt Service Fund by the Bond Trustee with advice to the Corporation and to the Issuer of such action.

Section 405. Debt Service Fund.

(a) The Bond Trustee shall make deposits to the Debt Service Fund as set forth below. Any deposits to any such account made with respect to a specific series of Bonds shall be deposited in the appropriate subaccount for such series and any deposits which are made with respect to more than one specific series (including deposits made with respect to all Bonds Outstanding) shall be divided among the subaccounts of each series according to the amounts then due and owing with respect to each such series.

(i) *Interest Account.* The Bond Trustee shall deposit into the Interest Account (1) the accrued interest, if any, paid on any Bonds to the date of delivery thereof by the Purchaser thereof, (2) any other proceeds of any Additional Bonds specified to be deposited therein by the Supplemental Bond Indenture authorizing those Additional Bonds, (3) Base Rental Payments made by or on behalf of the Corporation pursuant to **Section 5.1(a)** of the Lease Agreement, (4) any interest payments on the Master Notes and (5) any other amounts deposited with the Bond Trustee for deposit in the Interest Account or transferred from other funds and accounts for deposit therein.

(ii) *Principal Account.* The Bond Trustee shall deposit into the Principal Account (1) Base Rental Payments made by or on behalf of the Corporation pursuant to **Section 5.1(b)** of the Lease Agreement, (2) any principal payments on the Master Notes and (3) any other amounts deposited with the Bond Trustee for deposit into the Principal Account or transferred from other funds and accounts for deposit therein.

(iii) *Redemption Account.* The Bond Trustee shall deposit into the Redemption Account (i) Base Rental Payments made by or on behalf of the Corporation pursuant to **Section 5.1(c)** of the Lease Agreement and (ii) any other funds paid to the Bond Trustee to be used to redeem Bonds (other than pursuant to scheduled mandatory redemptions).

(iv) *Purchase Account.* The Bond Trustee shall deposit into the Purchase Account (i) Base Rental Payments made by or on behalf of the Corporation pursuant to **Section 5.1(d)** of the Lease Agreement and (ii) any other funds paid to the Bond Trustee to be used to pay the purchase price of Series 2022B Bond subject to mandatory purchase on an Optional Tender Date.

The Bond Trustee shall make any transfers from the Debt Service Fund to the Rebate Fund to the extent required to do so by any Tax Agreement.

(b) Except as otherwise provided herein, moneys in the Debt Service Fund shall be expended solely in accordance with this Bond Indenture to pay the principal of, redemption premium, if any, purchase price, and interest on the Bonds as the same become due and payable at maturity, upon redemption, mandatory purchase, by acceleration or otherwise. Payments of interest on and principal of the Bonds shall be paid first from the account for that series of Bonds and then proportionately from the other accounts in the Debt Service Fund created under this Bond Indenture.

(c) The Bond Trustee is hereby authorized and directed to withdraw sufficient funds from the Debt Service Fund to pay principal of and redemption premium, if any, purchase price, and interest on the Bonds as the same become due and payable at maturity, upon redemption or optional tender for purchase and to make said funds so withdrawn available to the Bond Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any, purchase price, and interest.

(d) Any moneys in the Debt Service Fund may be used to redeem a part of the Bonds Outstanding, in accordance with **Article III**, so long as the Corporation is not in default with respect to any payments under the Lease Agreement and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases when such Bonds have not been presented for payment. Whenever there is on deposit in any subaccount in the Debt Service Fund moneys in excess of the amount required by the preceding sentence that are sufficient to redeem all of the applicable or a portion of a series of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, the Bond Trustee shall, upon request of the Corporation, take and cause to be taken the necessary steps to redeem all Bonds of such series on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Corporation.

(e) After payment in full of the principal of and redemption premium, if any, and interest on a series of the Bonds (or after provision has been made for the payment thereof as provided in this Bond Indenture), all rebatable arbitrage to the United States and the fees, charges and expenses of the Bond Trustee, any Paying Agent and the Issuer, and any other amounts required to be paid under this Bond Indenture and the Lease Agreement with respect to such series of Bonds, all amounts remaining in the account in the Debt Service Fund relating to such series of Bonds shall be paid to the Corporation.

Section 406. Rebate Fund. There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Agreement. All amounts on deposit at any time in the Rebate Fund shall be held by the Bond Trustee in trust to the extent required to pay rebatable arbitrage to the United States of America, and neither the Corporation, the Issuer nor the owner of any Bonds shall have any rights in or claim to such money. All amounts held in the Rebate Fund shall be governed by this Section and by the Tax Agreement.

Pursuant to the Tax Agreement, the Bond Trustee shall remit all required rebate installments and a final rebate payment to the United States as directed in writing by the Corporation. Neither the Bond Trustee nor the Issuer shall have any obligation to pay any amounts required to be rebated pursuant to this Section and the Tax Agreement, other than from moneys held in the Rebate Fund created under this Bond Indenture as provided in this Bond Indenture or from other moneys provided to it by the Corporation. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Tax-Exempt Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and paid to the Corporation.

The obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Tax Agreement shall survive the defeasance or payment in full of the Tax-Exempt Bonds until all rebatable arbitrage shall have been paid.

Section 407. Reserved.

Section 408. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of or redemption premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall be a Saturday, a Sunday or a legal holiday or other day that is not a Business Day, then payment of principal, redemption premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 409. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Bond Trustee, all liability to the Owner thereof for the payment of such Bond, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Bond Trustee to hold such funds in trust in a separate trust account, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Indenture or on or with respect to said Bond. If any Bond shall not be presented for payment within two years following the date when such Bond becomes due, whether by maturity or otherwise, the Bond Trustee shall repay to the Corporation the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Corporation, and the Owner thereof shall be entitled to look only to the Corporation for payment, and then only to the extent of the amount so repaid, and the Corporation shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 410. Reports From Bond Trustee. The Bond Trustee shall furnish monthly to the Corporation, on or before the tenth Business Day of the month following the month in which the Bonds are delivered, and on or before the tenth Business Day of each month thereafter, a report on the status of each of the funds and accounts established under this Article which are held by the Bond Trustee, showing at least the balance in each such fund or account as of the first day of the preceding month, the total of deposits to and the total of disbursements from each such fund or account, the dates of such deposits and disbursements, and the balance in each such fund or account on the last day of the preceding month.

ARTICLE V

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Bond Trustee for the funds and accounts held under this Bond Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Bond Indenture shall be held by the Bond Trustee or Paying Agent in trust and shall be applied only in accordance with this Bond Indenture and the Lease Agreement, and, until used or applied as herein provided, shall (except for moneys and securities held in the Rebate Fund) constitute part of the Trust Estate and be subject to the lien, terms and provisions hereof and shall not be commingled with any other funds of the Issuer or the Corporation except as provided under **Section 502** for investment purposes. Neither the Bond Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 502. Investment of Moneys. Moneys held in each of the funds and accounts hereunder shall, pursuant to written direction of the Corporation Representative, be invested and reinvested by the Bond Trustee in accordance with the provisions hereof and the Tax Agreement in Permitted Investments which mature or are subject to redemption by the owner thereof prior to the date such funds are expected to be needed. In the absence of such written direction, the Bond Trustee is hereby directed to invest moneys in Permitted Investments of the type described in subparagraph (i) of the definition thereof. The Bond Trustee may make any investments permitted by this Section through its own bond department or short-term investment department and may pool moneys for investment purposes, except moneys held in the yield restricted portion of any fund or account, which shall be invested separately. Any such Permitted Investments shall be held by or under the control of the Bond Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held. The interest accruing on each fund or account and any profit realized from such Permitted Investments (other than any amounts required to be deposited in the Rebate Fund pursuant to **Section 406** hereof) shall be credited to such fund or account, and any loss resulting from such Permitted Investments shall be charged to such fund or account. The Bond Trustee shall sell and reduce to cash a sufficient amount of such Permitted Investments whenever the cash balance in such fund or account is insufficient for the purposes of such fund or account.

Section 503. Record Keeping. The Bond Trustee shall maintain records designed to show compliance with this Article and **Article IV** for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VI

GENERAL COVENANTS

Section 601. Limited Obligations.

(a) The Bonds and the interest thereon shall be limited obligations of the Issuer payable solely and only from the net earnings and revenues derived by the Issuer from the Project, including the rents, revenues and receipts under the Lease Agreement (including, in certain circumstances, Bond proceeds and income from the temporary investment thereof and proceeds from sale of the Project) or

insurance and condemnation awards, and are secured by a pledge and assignment of the Trust Estate to the Bond Trustee in favor of the Bondholders, as provided in this Bond Indenture. The Bonds and the interest shall not be a debt or general obligation of the Issuer or the State, or any municipal corporation thereof, and neither the Bonds, the interest, nor any judgment on or with respect to, are payable in any manner from tax revenues of any kind or character. The Bonds shall not constitute an indebtedness or a pledge of the faith and credit of the Issuer, the State or any municipal corporation of the State, within the meaning of any constitutional or statutory limitation or restriction.

(b) No provision, covenant or agreement contained in this Bond Indenture or the Bonds, or any obligation in this Bond Indenture or imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon its general credit or powers of taxation. In making the agreements, provisions and covenants set forth in this Bond Indenture, the Issuer has not obligated itself except with respect to the Project and the application of the payments, revenues and receipts from as provided above. Neither the officers of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance of the Bonds.

Section 602. Payment of Principal, Premium, if any, and Interest. The Issuer will promptly pay the principal of and premium, if any, and interest on every Bond at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, but solely from the sources described in **Section 601**, and to this end the Issuer will use its best efforts to cause the Facility to be continuously and sufficiently leased as a revenue and income-providing undertaking, and, should there be a default under the Lease Agreement with the result that the right of possession of the Facility is returned to the Issuer, the Issuer shall fully cooperate with the Bond Trustee and with the Bondholders to the end of fully protecting the rights and security of the Bondholders and shall diligently proceed in good faith and use its best efforts to secure one or more tenants for the Facility to the end that at all times sufficient rents, revenues and receipts will be derived from the Facility promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable. Nothing herein shall be construed as requiring the Issuer to operate the Facility as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Facility.

Section 603. Performance of Covenants by the Issuer. The Issuer will endeavor to faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Indenture and in the Lease Agreement, in any and every Bond and in all of its proceedings pertaining hereto. The Issuer covenants that, to the best of its knowledge and belief: it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds and to execute this Bond Indenture, to pledge, assign and grant a security interest in the Trust Estate in the manner and to the extent herein set forth; all action on its part for the issuance of the Bonds and the execution and delivery of this Bond Indenture has been duly and effectively taken. The Bonds in the hands of the Registered Owners thereof are and will be valid and binding obligations of the Issuer according to the terms thereof and hereof.

Section 604. Instruments of Further Assurance. The Issuer will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Bond Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and granting a security interest in the Trust Estate unto the Bond Trustee to secure the payment of the principal of and premium, if any, and interest on the Bonds. The Issuer, except as provided herein and in the Lease Agreement, will not sell, convey, mortgage, encumber or otherwise dispose of any part of its interest in the Facility, any Master Note, the

rents, revenues and receipts payable under the Lease Agreement or any Master Note or its rights under the Lease Agreement or any Master Note.

Section 605. Recording and Filing. Notwithstanding anything to the contrary contained herein, the Bond Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to Article 9 of the Uniform Commercial Code. The Bond Trustee shall cause to be filed, the continuation statements to the financing statements under the Uniform Commercial Code of the State, with the appropriate filing office of the State, in such manner as may be required by the Uniform Commercial Code of the State. Notwithstanding anything to the contrary contained herein or any other Bond Document, the Bond Trustee shall not be responsible for any initial, amendment, or other filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings or any amendments or other changes to Article 9 of the Uniform Commercial Code of the State. The Bond Trustee shall be fully protected in relying on information with respect to such initial filing delivered to it by or on behalf of the Issuer or the Corporation, as applicable. The Corporation shall be responsible for the reasonable costs incurred by the Bond Trustee in the preparation and filing of all continuation statements hereunder.

Section 606. Rights Under Lease Agreement. The Lease Agreement, a duly executed counterpart of which has been filed with the Bond Trustee, sets forth the covenants and obligations of the Issuer and the Corporation, including provisions that subsequent to the issuance of the Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Lease Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Bond Trustee, and reference is hereby made to the Lease Agreement for a detailed statement of said covenants and obligations of the Corporation thereunder, and the Issuer agrees that the Bond Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Corporation under and pursuant to the Lease Agreement for and on behalf of the Bondholders, whether or not an Event of Default exists hereunder.

Section 607. Subordination to Rights of the Corporation. This Bond Indenture and the rights and privileges hereunder of the Bond Trustee and the Registered Owners of the Bonds are specifically made subject and subordinate to the rights and privileges of the Corporation (as long as no default by the Corporation under the Lease is continuing beyond any applicable grace period) set forth in the Lease Agreement. The Bond Trustee shall execute and deliver any instrument necessary or appropriate at any time to confirm, evidence or enable the Corporation to enjoy such rights and privileges.

Section 608. Designation of Bond Trustee as Bond Registrar and Paying Agent; Designation of any Additional Paying Agents. The Bond Trustee is hereby designated and agrees to act as bond registrar and Paying Agent for and in respect to the Bonds. The Bond Trustee may cause the necessary arrangements to be made and thereafter continued for the designation of any additional Paying Agents as may be approved by the Corporation and for the making available of funds hereunder for the payment of such of the Bonds as shall be presented when due at the designated corporate trust office of said additional Paying Agents.

Section 609. Tax Covenants. The Issuer (to the extent within its power or direction) shall not use any proceeds of Tax-Exempt Bonds in any manner, and shall not take any other action or actions,

which it knows would adversely affect the exclusion of the interest on any Tax-Exempt Bond from gross income for federal income tax purposes.

The Bond Trustee agrees to comply with the Tax Agreement, and upon receipt of the Tax Agreement and any Opinion of Bond Counsel which sets forth such requirements, and at the direction of the Corporation, to comply with any statute, regulation or ruling that may apply to it as Bond Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Tax-Exempt Bonds. The Bond Trustee from time to time may cause a firm of attorneys, consultants or independent accountants or an investment banking firm to supply the Bond Trustee with such information as the Bond Trustee may request in order to determine in a manner reasonably satisfactory to the Bond Trustee all matters relating to (a) the actuarial yields on the Tax-Exempt Bonds as the same may relate to any data or conclusions necessary to verify that the Tax-Exempt Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code, and (b) compliance with rebate requirements of Section 148(f) of the Internal Revenue Code. Payment for costs and expenses incurred in connection with supplying the foregoing information shall be paid by the Corporation.

Notwithstanding any provision to the contrary, the Bond Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with, or for the purpose of complying with, § 148 of the Code, or any successor statute or any regulation, ruling or other judicial or administrative interpretation thereof, including, without limitation, the calculation of amounts required to be paid to the United States of America or the determination of the maximum amount which may be invested in non-purpose obligations having a yield higher than the yield on the Bonds, and the Bond Trustee shall not be liable or responsible for monitoring the compliance by the Issuer or the Corporation with any of the requirements of § 148 of the Code or any applicable regulation, ruling or other judicial or administrative interpretation thereof; it being acknowledged and agreed that the sole obligation of the Bond Trustee with respect to the investment of monies held under any fund or account created under this Bond Indenture shall be to invest such monies in accordance with instructions received by it as set forth in this Bond Indenture.

The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article XI** or any other provision of this Bond Indenture, until the final maturity date of all Bonds Outstanding and payment thereof.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. If any of the following events occur, it is hereby declared to constitute an “Event of Default”:

- (a) The Master Trustee shall have declared the principal of the Master Notes to be immediately due and payable pursuant to the Master Indenture;
- (b) Default in the due and punctual payment of interest on any Bond;
- (c) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(d) The Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder;

(e) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer contained in this Bond Indenture or in the Bonds and failure to remedy the same after notice thereof pursuant to **Section 712**; or

(f) An “Event of Default” as defined in **Section 9.1** of the Lease Agreement.

Section 702. Acceleration. Upon the occurrence of an Event of Default described in **Section 701(a), (b), or (c)**, the Bond Trustee shall, and upon the occurrence of any other Event of Default the Bond Trustee may and if requested to do so by the Registered Owners of not less than 25% in aggregate principal amount of Outstanding Bonds shall, by notice in writing delivered to the Issuer, the Corporation and the Master Trustee, declare the principal of all Outstanding Bonds and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. If any declaration described in **Section 701(a)** and its consequences are rescinded and annulled by the Master Trustee pursuant to the Master Indenture then the resulting declaration pursuant to this Section and its consequences shall also simultaneously be rescinded and annulled.

Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Bond Trustee in Possession. If an Event of Default shall have occurred and be continuing, the Issuer, upon demand of the Bond Trustee, shall forthwith surrender the possession of, and the Bond Trustee, by such officer or agent as it may appoint, may take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Issuer pertaining thereto, and including the rights and the position of the Issuer under the Lease Agreement, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements; and the Bond Trustee may lease the Facility or any part thereof, in the name and for account of the Issuer, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including (i) reasonable compensation to the Bond Trustee, its agents and counsel, (ii) any charges of the Bond Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this Bond Indenture, (iv) any costs and expenses of the Issuer in connection with the Facility and (v) all expenses of such repairs and improvements, and the Bond Trustee shall apply the remainder of the moneys so received in accordance with **Section 709**. Whenever all that is due upon the Bonds shall have been paid and all defaults made good, the Bond Trustee shall surrender possession of the Trust Estate to the Issuer, its successors and assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of such property, the Bond Trustee shall render annually to the Issuer and the Corporation a summarized statement of receipts and expenditures in connection therewith.

Section 704. Sale at Direction of the Issuer in Event of Default. If an Event of Default shall have occurred and be continuing, the Bond Trustee, upon receipt of written instructions to do so from the Issuer, may (but shall not be required to) sell the Issuer’s interest in the Facility on behalf of the Issuer in accordance with written instructions from the Issuer, and the Bond Trustee or the Registered Owner or Registered Owners of any of the Bonds then Outstanding, whether or not then in default in the payment of principal or interest, may become the purchaser at any such sale to the highest bidder.

In the event of such a sale, the Issuer and the Bond Trustee shall execute and deliver any necessary or appropriate instrument of conveyance of the Issuer’s interest in the Facility to the purchaser or purchasers

thereof, and any statement or recital of fact in such deed in relation to the nonpayment of the Bonds, default, existence of the Bonds, notice of advertisement, sale, receipt of money, and the happening of any event whereby a prima facie evidence of the truth of such statement or recital. The Bond Trustee shall receive the proceeds of sale and pay the same in accordance with **Section 709(b)**.

Section 705. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bond Trustee and of the Bondholders under this Bond Indenture, the Bond Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 706. Other Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Bond Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of and premium, if any, and interest on the Outstanding Bonds.

If an Event of Default shall have occurred and be continuing and if requested to do so by the Registered Owners of not less than 25% in aggregate principal amount of Outstanding Bonds (or, if the Event of Default affects only the Registered Owners of certain series of Bonds, 25% in aggregate principal amount of the Outstanding Bonds of such series) and indemnified as provided in **Section 802(e)**, the Bond Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Bond Indenture as the Bond Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders. The Bond Trustee shall not be responsible for any loss or damage resulting from any action or inaction by it in good faith in reliance upon the request of Registered Owners of Bonds pursuant to this Section. The Bond Trustee shall not be required to honor any such request if the Bond Trustee shall be advised by counsel that the action or inaction requested is unlawful or inconsistent with the duties imposed upon the Bond Trustee by this Bond Indenture.

No remedy by the terms of this Bond Indenture conferred upon or reserved to the Bond Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bond Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; such right or power may be exercised from time to time as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Bond Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 707. Right of Bondholders to Direct Proceedings. The Registered Owners of a majority in aggregate principal amount of the Outstanding Bonds shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Bond Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Indenture, or for the appointment of a receiver or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Indenture.

Section 708. Waiver. Upon the occurrence of an Event of Default, to the extent that such rights may then lawfully be waived, neither the Issuer, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws of any jurisdiction now or hereafter in force, in order to prevent or hinder the enforcement of this Bond Indenture, and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 709. Application of Moneys.

(a) All moneys received by the Bond Trustee as the holder of the Master Notes or pursuant to any right given or action taken under this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Bond Trustee, be deposited in the Debt Service Fund and all moneys in the Debt Service Fund shall be applied as follows:

- (i) First: To the payment of all amounts due the Bond Trustee under **Section 802**;
- (ii) Second: To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal and premium, if any, and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Bond Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal and premium, if any, and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then to the payment of such principal, premium and interest, without any preference or priority, ratably according to the aggregate amount so due;
- (iii) Third: To the payment of any other amounts required to be paid under this Bond Indenture or the Lease Agreement; and
- (iv) Fourth: To the payment of the remainder, if any, to the Corporation or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Bond Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Bond Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Bond Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Registered Owner of any Bond until such Bond shall be presented to the Bond Trustee for appropriate endorsement or for cancellation if fully paid.

(c) Whenever the principal of and premium, if any, and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Bond Trustee have been paid, any balance remaining in the Debt Service Fund shall be paid to the Corporation as provided in **Section 405**.

Section 710. Remedies Vested in Bond Trustee. All rights of action (including the right to file proof of claims) under this Bond Indenture or under any of the Bonds may be enforced by the Bond Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Bond Trustee shall be brought in its name as the Bond Trustee without the necessity of joining as plaintiffs or defendants any Registered Owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Registered Owners of the Outstanding Bonds.

Section 711. Rights and Remedies of Bondholders. No Registered Owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Bond Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Bond Trustee has been notified as provided in **Section 803**, or of which by said subsection it is deemed to have notice, (ii) the Registered Owners of not less than 25% in aggregate principal amount of Outstanding Bonds (or, if the Event of Default affects only the Registered Owners of certain series of Bonds, 25% in aggregate principal amount of the Outstanding Bonds of such series) shall have made written request to the Bond Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names and they have offered to the Bond Trustee indemnity as provided in **Section 802(e)**, and (iii) the Bond Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name within a reasonable time. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Bond Trustee to be conditions precedent to the execution of the powers and trusts of this Bond Indenture, and to any action or cause of action for the enforcement of this Bond Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Registered Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Bond Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Registered Owners of all Outstanding Bonds. However, nothing contained in this Bond Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of and premium, if any, and interest on each of the Bonds to the respective Registered Owners thereof at the time, place, from the source and in the manner in the Bonds expressed.

Section 712. Termination of Proceedings. In case the Bond Trustee shall have proceeded to enforce any right under this Bond Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the Issuer, the Bond Trustee, the Corporation and the Bondholders shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Bond Indenture, and all rights, remedies and powers of the Bond Trustee shall continue as if no such proceedings had been taken.

Section 713. Waivers of Events of Default. The Bond Trustee may at its discretion waive any Event of Default and its consequences and rescind any declaration of acceleration of principal, and shall do so upon the written request of the Registered Owners of (1) a majority in aggregate principal amount of all Outstanding Bonds in respect of which default in the payment of principal or interest, or both, exists or (2) a majority in aggregate principal amount of all Outstanding Bonds in the case of any other default; provided that there shall not be waived any default in the payment of the principal of or interest on any Outstanding Bonds unless prior to such waiver or rescission, all arrears of principal and

interest (other than principal of or interest on the Bonds which became due and payable by declaration of acceleration), both, to the extent permitted by law, and all fees and expenses of the Bond Trustee in connection with such default shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Bond Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Bond Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 714. Notice of Defaults Under Section 701(e); Opportunity of Issuer and the Corporation to Cure Such Defaults. Anything herein to the contrary notwithstanding, no default specified in **Section 701(e)** shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given to the Issuer and the Corporation by the Bond Trustee or by the Registered Owners of not less than 25% in aggregate principal amount of all Outstanding Bonds (or, if the Event of Default affects only the Registered Owners of certain series of Bonds, 25% in aggregate principal amount of the Outstanding Bonds of such series) and the Issuer and the Corporation shall have had 30 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided that, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Corporation within the applicable period and diligently pursued until the default is corrected.

With regard to any default concerning which notice is given to the Issuer and the Corporation under this Section, the Issuer hereby grants the Corporation full authority for account of the Issuer to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

ARTICLE VIII

THE BOND TRUSTEE

Section 801. Acceptance of Trusts; Certain Duties and Responsibilities. The Bond Trustee accepts and agrees to execute the trusts imposed upon it by this Bond Indenture, but only upon the following terms and conditions:

- (a) The Bond Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Bond Indenture, and no implied covenants or obligations shall be read into this Bond Indenture against the Bond Trustee; and in the absence of negligence or willful misconduct on its part, the Bond Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bond Trustee and conforming to the requirements of this Bond Indenture.
- (b) If an Event of Default has occurred and is continuing, the Bond Trustee shall exercise such of the rights and powers vested in it by this Bond Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

- (c) No provision of this Bond Indenture shall be construed to relieve the Bond Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, **except** as follows:
- (1) that this subsection shall not be construed to limit the effect of subsection (a) of this Section;
 - (2) that the Bond Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Bond Trustee, unless it shall be proved that the Bond Trustee was negligent in ascertaining the pertinent facts;
 - (3) that the Bond Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Bond Trustee, or exercising any trust or power conferred upon the Bond Trustee, under this Bond Indenture; and
 - (4) that no provision of this Bond Indenture shall require the Bond Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.
- (d) Whether or not therein expressly so provided, every provision of this Bond Indenture relating to the conduct or affecting the liability of or affording protection to the Bond Trustee shall be subject to the provisions of this Section.

Section 802. Certain Rights of Bond Trustee. Except as otherwise provided in **Section 801** of this Bond Indenture:

- (a) The Bond Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bond Trustee may rely conclusively on any such certificate or other document and shall not be required to make any independent investigation in connection therewith. Any action taken by the Bond Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefore or upon transfer or in place thereof.
- (b) The Bond Trustee shall be entitled to rely upon a Certificate of Corporation Representative as to the sufficiency of any request or direction of the Corporation mentioned herein, the existence or non-existence of any fact or the sufficiency or validity of any instrument, paper or proceeding, or that a resolution in the form therein set forth has been duly adopted by the governing board of the Corporation and is in full force and effect.

- (c) Whenever in the administration of this Bond Indenture the Bond Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Bond Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a Certificate of Corporation Representative.
- (d) The Bond Trustee may consult with counsel, and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Bond Trustee hereunder in good faith and in reliance thereon.
- (e) The Bond Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Bond Indenture at the request or direction of any of the Bondholders pursuant to this Bond Indenture, unless such Bondholders shall have offered to the Bond Trustee reasonable security or indemnity satisfactory to the Bond Trustee against the costs, expenses and liabilities (except as may result from the Bond Trustee's own negligence or willful misconduct) which might be incurred by it in compliance with such request or direction, including any liability related to environmental contamination and the clean up thereof; *provided that* the Bond Trustee may not require indemnity as a condition to declaring the principal of and interest on the Bonds to be due and payable under **Section 702**, or to making any payment of principal, purchase price, premium or interest on the Bonds.
- (f) The Bond Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document, but the Bond Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Bond Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Corporation, personally or by agent or attorney.
- (g) The Bond Trustee assumes no responsibility for the correctness of the recitals contained in this Bond Indenture and in the Bonds, except the certificate of authentication on the Bonds. The Bond Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Bond Indenture or of the Bonds. The Bond Trustee shall not be accountable for the use or application by the Issuer or the Corporation of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Issuer or the Corporation under any provision of this Bond Indenture. The Bond Trustee shall not be responsible for the recording or rerecording, filing or refiling of this Bond Indenture or any financing statements in connection therewith, or for insuring the Facility or collecting any insurance moneys.
- (h) The Bond Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds and may otherwise deal with the Issuer or the Corporation with the same rights it would have if it were not Bond Trustee.
- (i) All money received by the Bond Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Bond Trustee in trust hereunder need not be segregated from other funds except to the

extent required by law or by this Bond Indenture. The Bond Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise provided in this Bond Indenture.

- (j) The Bond Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Bond Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.
- (k) The Bond Trustee shall have no responsibility with respect to any disclosure material or offering document prepared or distributed with respect to the Bonds, except for any information provided by the Bond Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.
- (l) The Bond Trustee agrees to accept and act upon instructions or directions pursuant to this Bond Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that (1) the Corporation, subsequent to such transmission of written instructions, shall provide the originally executed instructions or directions to the Bond Trustee in a timely manner, (2) such originally executed instructions or directions shall be signed by a person as may be designated and authorized to sign for the Corporation or in the name of the Corporation, by an authorized representative of the Corporation, and (3) the Corporation shall provide to the Bond Trustee an incumbency certificate listing such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Corporation elects to give the Bond Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Bond Trustee in its discretion elects to act upon such instructions, the Bond Trustee's understanding of such instructions shall be deemed controlling. The Bond Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bond Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Corporation agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Bond Trustee, including without limitation the risk of the Bond Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.
- (m) Notwithstanding any other provision of this Bond Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity, and indemnification to the Bond Trustee shall be interpreted to include any action of the Bond Trustee whether it be deemed to be in its capacity as Bond Trustee, bond registrar or paying agent.
- (n) In no event shall the Bond Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, pandemics, epidemics, recognized public emergencies, quarantine restrictions, hacking or cyber-attacks, or other use or infiltration of the Bond Trustee's technological infrastructure exceeding authorized access, loss or malfunctions of utilities, communications or computer (software and

hardware) services; it being understood that the Bond Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

- (o) The Bond Trustee may inform any Bondholder of environmental hazards that the Bond Trustee has reason to believe exist, and the Bond Trustee has the right to take no further action and, in such event no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Bond Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Bond Trustee to environmental or other liability for which the Bond Trustee has not been adequately indemnified.

Section 803. Notice of Defaults. The Bond Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except an Event of Default under **Section 701(a)** or a default in any of the payments to the Bond Trustee as set forth in **Section 701(b)** or **(c)** of this Bond Indenture or **Section 5.1** of the Lease Agreement, unless the Bond Trustee shall be specifically notified in writing of such default by the Issuer, the Corporation, or the Owners of at least **25%** in principal amount of all Bonds Outstanding (or, if the Event of Default affects only the Registered Owners of certain series of Bonds, 25% in aggregate principal amount of the Outstanding Bonds of such series), and in the absence of such notice so delivered, the Bond Trustee may conclusively assume there is no default except as aforesaid. Within **30** days after the occurrence of any default hereunder of which the Bond Trustee is required to take notice or has received notice as provided in this Section, the Bond Trustee shall give written notice of such default to the Issuer, the Corporation and all Owners of Bonds as shown on the Bond Register maintained by the Bond Trustee, unless such default shall have been cured or waived. For the purpose of this Section, the term “*default*” means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 804. Compensation and Reimbursement. The Bond Trustee shall be entitled to payment or reimbursement, as follows:

- (a) from time to time for reasonable compensation for all services (including extraordinary services) rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);
- (b) except as otherwise expressly provided herein, upon its request, for all reasonable expenses, disbursements and advances incurred or made by the Bond Trustee in accordance with any provision of this Bond Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Bond Trustee’s negligence, willful misconduct or bad faith; and
- (c) to indemnification from the Corporation for, and to be held harmless against, any loss, liability or expense incurred without negligence, willful misconduct or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

All such payments and reimbursements shall be made by the Corporation with interest at the rate of interest per annum equal to the prime rate announced from time to time by the Bond Trustee. The

indemnifications set forth herein shall survive the termination of this Bond Indenture and/or the resignation or removal of the Bond Trustee.

The Bond Trustee shall promptly notify the Corporation in writing of any claim or action brought against the Bond Trustee in respect of which indemnity may be sought against the Corporation, setting forth the particulars of such claim or action, and the Corporation will assume the defense thereof, including the employment of counsel satisfactory to the Bond Trustee and the payment of all expenses. The Bond Trustee may employ separate counsel in any such action and participate in the defense thereof, and the reasonable fees and expenses of such counsel shall not be payable by the Corporation unless (i) such employment has been specifically authorized by the Corporation, (ii) in the opinion of the Bond Trustee, the Corporation has failed to actively and competently pursue the defense of such claim or action, or (iii) the Corporation's counsel is precluded, by the rules governing conflicts of interest, from representing the Bond Trustee.

Pursuant to the provisions of the Lease Agreement, the Corporation has agreed to pay to the Bond Trustee all reasonable fees, charges, advances and expenses of the Bond Trustee, and the Bond Trustee agrees to look only to the Corporation for the payment of all reasonable fees, charges, advances and expenses of the Bond Trustee as provided in the Lease Agreement. The Bond Trustee agrees that the Issuer shall have no liability for any fees, charges and expenses of the Bond Trustee.

When the Bond Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law. Upon an Event of Default, the Bond Trustee shall have a first lien with right of payment prior to payment on account of principal of and premium, if any, and interest on any Bond, upon the Trust Estate for the foregoing fees, charges and expenses incurred by it.

Section 805. Corporate Trustee Required; Eligibility. There shall at all times be a Bond Trustee hereunder which shall be a commercial bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers in the State, subject to supervision or examination by federal or state authority. The Bond Trustee must have a combined capital and surplus or consolidated net worth of at least **\$100,000,000**, or must provide a guaranty of the full and prompt performance by the Bond Trustee of its obligations under this Bond Indenture and any other agreements made in connection with the Bonds, on terms satisfactory to the Issuer, by a guarantor with such combined capital and surplus or consolidated net worth. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Bond Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in this Article.

Section 806. Resignation and Removal of Bond Trustee.

(a) The Bond Trustee may resign at any time by giving written notice thereof to the Issuer, the Corporation and each Owner of Bonds Outstanding as shown by the Bond Register required by this Bond Indenture to be kept by the Bond Trustee. If an instrument of acceptance by a successor Bond Trustee shall not have been delivered to the Bond Trustee within **30** days after the giving of such notice of resignation, the resigning Bond Trustee may petition any court of competent jurisdiction for the appointment of a successor Bond Trustee.

(b) If the Bond Trustee has or shall acquire any conflicting interest (within the meaning of the Trust Indenture Act of 1939, as amended), it shall, within **90** days after ascertaining that it has a conflicting interest, or within **30** days after receiving written notice from the Issuer or the Corporation (so long as the Corporation is not in default under this Bond Indenture) that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in subsection (a).

(c) The Bond Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Issuer and the Bond Trustee signed by the Owners of a majority in principal amount of the Outstanding Bonds, or, so long as the Corporation is not in default under the Lease Agreement, by the Corporation. The Issuer, the Corporation or any Bondholder may at any time petition any court of competent jurisdiction for the removal for cause of the Bond Trustee.

(d) If at any time:

- (1) the Bond Trustee shall fail to comply with subsection (b) after written request therefor by the Issuer, the Corporation, or any Bondholder, or
- (2) the Bond Trustee shall cease to be eligible under **Section 805** and shall fail to resign after written request therefor by the Issuer, the Corporation or by any such Bondholder, or
- (3) the Bond Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Bond Trustee or of its property shall be appointed or any public officer shall take charge or control of the Bond Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the Issuer or Borrower may remove the Bond Trustee, or the Corporation or any Bondholder may petition any court of competent jurisdiction for the removal of the Bond Trustee and the appointment of a successor Bond Trustee.

The Bond Trustee shall give notice of each resignation and each removal of the Bond Trustee and each appointment of a successor Bond Trustee to the Registered Owners of Bonds as their names and addresses appear in the Bond Register maintained by the Bond Trustee. Each notice shall include the name of the successor Bond Trustee and the address of its corporate trust office.

No resignation or removal of the Bond Trustee and no appointment of a successor Bond Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Bond Trustee under **Section 808**.

Section 807. Appointment of Successor Bond Trustee. If the Bond Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Bond Trustee for any cause, (1) the Issuer, with the written consent of the Corporation (which consent shall not be unreasonably withheld) (so long as no Event of Default hereunder has occurred and is continuing), or (2) the Owners of a majority in principal amount of Bonds Outstanding (if an Event of Default hereunder or under the Lease Agreement has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to the Issuer and the retiring Bond Trustee, shall promptly appoint a successor Bond Trustee. In

case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Bond Trustee shall be so appointed by the Issuer or the Bondholders. If, within **30** days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Bond Trustee shall be appointed in the manner herein provided, the successor Bond Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Bond Trustee and supersede the retiring Bond Trustee and any temporary successor Bond Trustee appointed by such receiver or trustee. If no successor Bond Trustee shall have been so appointed and accepted appointment in the manner herein provided, the Bond Trustee or any Bondholder may petition any court of competent jurisdiction for the appointment of a successor Bond Trustee, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Bond Trustee appointed pursuant to the provisions of this Section shall be a bank with trust powers or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article.

Section 808. Acceptance of Appointment by Successor Bond Trustee. Every successor Bond Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Bond Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Bond Trustee shall become effective and such successor Bond Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Bond Trustee; but, on request of the Issuer or the successor Bond Trustee, such retiring Bond Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Bond Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Bond Trustee, and shall duly assign, transfer and deliver to such successor Bond Trustee all property and money held by such retiring Bond Trustee hereunder. Upon request of any such successor Bond Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Bond Trustee all such estates, properties, rights, powers and trusts.

No successor Bond Trustee shall accept its appointment unless at the time of such acceptance such successor Bond Trustee shall be qualified and eligible under this Article.

Section 809. Merger, Consolidation and Succession to Business. Any corporation or association into which the Bond Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Bond Trustee shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bond Trustee, shall be the successor of the Bond Trustee hereunder, provided such corporation or association shall be otherwise qualified and eligible under this Article, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Bond Trustee then in office, any successor by merger or consolidation to such authenticating Bond Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Bond Trustee had itself authenticated such Bonds.

Section 810. Co-Bond Trustees and Separate Bond Trustees. At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, or in the enforcement of any default or the exercise of any of the powers, rights or

remedies herein granted to the Bond Trustee, or any other action which may be desirable or necessary in connection therewith, the Bond Trustee shall have power to appoint, and, upon the written request of the Bond Trustee or of the Owners of at least **25%** in principal amount of the Bonds Outstanding, the Issuer shall for such purpose join with the Bond Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Bond Trustee either to act as co-trustee, jointly with the Bond Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such person or persons in the capacity aforesaid, any property, title, right or power deemed necessary or desirable, subject to the other provisions of this Section. If the Issuer does not join in such appointment within **15** days after the receipt by it of a request so to do, or in case an Event of Default has occurred and is continuing, the Bond Trustee alone shall have power to make such appointment.

Should any written instrument from the Issuer be required by any co-trustee or separate trustee so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the Issuer.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) The Bonds shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Bond Trustee hereunder, shall be exercised solely, by the Bond Trustee.

(b) The rights, powers, duties and obligations hereby conferred or imposed upon the Bond Trustee in respect of any property covered by such appointment shall be conferred or imposed upon and exercised or performed by the Bond Trustee or by the Bond Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Bond Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee.

(c) The Bond Trustee at any time, by an instrument in writing executed by it, with the written concurrence of the Issuer, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, in case an Event of Default has occurred and is continuing, the Bond Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Issuer. Upon the written request of the Bond Trustee, the Issuer shall join with the Bond Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section.

(d) No co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of the Bond Trustee, or any other such trustee hereunder.

(e) Any request, demand, authorization, direction, notice, consent, waiver or other act of Bondholders delivered to the Bond Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

Section 811. Paying Agents. The Bond Trustee is hereby designated and agrees to act as principal paying agent for and in respect to the Bonds. The Issuer may, in its discretion, cause the necessary arrangements to be made through the Bond Trustee for the designation of alternate paying agents, if any, and for the making available of funds hereunder for the payment of the principal of, premium, if any, and interest on the Bonds of any series at the principal corporate trust office or other designated payment office of said alternate paying agents. In the event of a change in the office of Bond Trustee, the predecessor Bond Trustee which has resigned or been removed shall cease to be trustee of any funds provided hereunder and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Bond Trustee shall become such Bond Trustee and paying agent unless a separate paying agent or agents are appointed by the Issuer in connection with the appointment of any successor Bond Trustee.

Section 812. Intervention by the Bond Trustee. In any judicial proceeding to which the Corporation is a party and which, in the opinion of the Bond Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Bond Trustee may intervene on behalf of Bondholders and, subject to the provisions of **Section 802(e)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

ARTICLE IX

SUPPLEMENTAL BOND INDENTURES

Section 901. Supplemental Bond Indentures Not Requiring Consent of Bondholders. The Issuer, at the request of the Corporation, and the Bond Trustee may from time to time, without the consent of or notice to any of the Bondholders, may enter into such Supplemental Bond Indenture or Supplemental Bond Indentures, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Bond Indenture or to release property from the Trust Estate which was included by reason of an error or other mistake;
- (b) To grant to or confer upon the Bond Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Bond Trustee or either of them;
- (c) To subject to this Bond Indenture additional revenues, properties or collateral;
- (d) To modify, amend or supplement this Bond Indenture or any indenture supplemental thereto in such manner as to permit the qualification of the Bond Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;
- (e) To provide for the refunding or advance refunding of any Bonds;

(f) To evidence the appointment of a separate trustee or the succession of a new trustee hereunder;

(g) To issue Additional Bonds as provided in Section 203; or

(h) To make any other change which, in the judgment of the Bond Trustee, does not materially adversely affect the interests of the Bondholders.

Section 902. Supplemental Bond Indentures Requiring Consent of Bondholders. With the consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, and with the written consent of the Corporation, the Issuer, at the request of the Corporation, and the Bond Trustee may from time to time enter into such other Supplemental Bond Indenture or Supplemental Bond Indentures as shall be deemed necessary or desirable by the Bond Trustee for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Bond Indenture or in any Supplemental Bond Indenture; provided that nothing in this Section contained shall permit or be construed as permitting:

(a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Bond, or

(b) a reduction in the principal amount, redemption premium or any interest payable on any Bond, or

(c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or

(d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Bond Indenture, or

(e) the modification of the rights, duties or immunities of the Bond Trustee, without the written consent of the Bond Trustee.

If at any time the Corporation shall request the Bond Trustee and the Issuer to enter into any such Supplemental Bond Indenture for any of the purposes of this Section, the Bond Trustee shall cause notice of the proposed execution of such Supplemental Bond Indenture to be mailed by first-class mail to each Bondholder. Such notice shall briefly set forth the nature of the proposed Supplemental Bond Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Bond Trustee for inspection by all Bondholders. If within 60 days following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Bond Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Bond Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Bond Indenture as in this Section permitted and provided, this Bond Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 903. Corporation's Consent to Supplemental Bond Indentures. Anything herein to the contrary notwithstanding, so long as the Corporation is not in default under the Lease Agreement, a Supplemental Bond Indenture under this Article which affects any rights of the Corporation shall not

become effective unless and until the Corporation shall have consented in writing to the execution and delivery of such Supplemental Bond Indenture. In this regard, the Bond Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Bond Indenture, together with a copy of the proposed Supplemental Bond Indenture, to be mailed by first-class mail to the Corporation at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Bond Indenture.

Section 904. Opinion of Bond Counsel. Notwithstanding anything to the contrary in Sections 901 or 902, before the Issuer and the Bond Trustee enter into any Supplemental Bond Indenture pursuant to Section 901 or 902, there shall have been delivered to the Issuer and the Bond Trustee an Opinion of Bond Counsel stating that such Supplemental Bond Indenture is authorized or permitted by this Bond Indenture and the Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms and will not adversely affect the validity of the Bonds or the exclusion from federal gross income of interest on the Tax-Exempt Bonds. In any instance in which the Bond Trustee may be required to determine that a change made by a Supplemental Bond Indenture is not materially adverse to the security for the Bondholders, prior to consenting to such Supplemental Bond Indenture, the Bond Trustee shall be entitled to require that there be delivered to it an Opinion of Counsel to the effect that such Supplemental Bond Indenture is not materially adverse to the security for the Bondholders. The Issuer and the Bond Trustee may conclusively rely on such opinion when executing and consenting to such supplement.

ARTICLE X

SUPPLEMENTAL LEASE AGREEMENTS

Section 1001. Supplemental Lease Agreements Not Requiring Consent of Bondholders. The Issuer, at the request of the Corporation, and the Bond Trustee may, without the consent of or notice to the Bondholders, consent to the execution of any Supplemental Lease Agreements by the Issuer and the Corporation as may be required:

- (a) by the Lease Agreement and this Bond Indenture,
- (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease Agreement,
- (c) in connection with the issuance of Additional Bonds as provided in Section 203, or
- (d) in connection with any other change therein which, in the judgment of the Bond Trustee, does not materially adversely affect the interests of the Bondholders.

Section 1002. Supplemental Lease Agreements Requiring Consent of Bondholders. With the consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, the Bond Trustee may consent to the execution of any Supplemental Lease Agreements by the Issuer, at the request of the Corporation, and the Corporation; provided that no such Supplemental Lease Agreement shall be entered into which permits a reduction in, or change of the times for, Base Rental Payments.

If at any time the Corporation shall request the consent of the Bond Trustee to any such proposed Supplemental Lease Agreement, the Bond Trustee shall cause notice of such proposed Supplemental

Lease Agreement to be mailed in the same manner as provided by **Section 902** with respect to Supplemental Bond Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease Agreement and shall state that copies of the same are on file at the principal corporate office of the Bond Trustee for inspection by all Bondholders. If within 60 days following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease Agreement shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Bond Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof.

Section 1003. Opinion of Bond Counsel. Anything to the contrary in **Sections 1001** or **1002** notwithstanding, before the Issuer executes and the Bond Trustee consents to any Supplemental Lease Agreement, there shall have been delivered to the Issuer and the Bond Trustee an Opinion of Bond Counsel stating that such amendment is authorized or permitted by this Bond Indenture and the Act, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the Issuer (if the Issuer is a party thereto) in accordance with its terms and will not adversely affect the validity of the Bonds or the exclusion from federal gross income of interest on the Tax-Exempt Bonds. The Issuer and the Bond Trustee may conclusively rely on such opinion when executing and consenting to such supplement. In any instance in which the Bond Trustee may be required to determine that a change made by a Supplemental Lease does not materially and adversely affect the Bond Trustee or security for the Bondholders, prior to consenting to such Supplemental Lease, the Bond Trustee shall be entitled to require that there be delivered to it an Opinion of Counsel to the effect that such Supplemental Lease does not materially and adversely affect the Bond Trustee or security for the Bondholders. The Bond Trustee shall be fully protected and shall incur no liability in relying upon such Opinion of Counsel in making such determination.

ARTICLE XI

SATISFACTION AND DISCHARGE OF BOND INDENTURE

Section 1101. Bonds Deemed To Be Paid. Any Bond or Bonds or series of Bonds shall be deemed to be paid and no longer Outstanding under this Bond Indenture and shall cease to be entitled to any lien, benefit or security under this Bond Indenture if the Bonds are paid in full or provision for the payment of such Bond or Bonds has been made in any one or more of the following ways:

- (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bond or Bonds or series of Bonds, as and when the same become due and payable;
- (b) by delivering and surrendering to the Bond Trustee, for cancellation by it, such Bond or Bonds or series of Bonds; or
- (c) by depositing with the Bond Trustee, in trust, (1) moneys or Defeasance Obligations in such amounts and with maturities as the Bond Trustee shall determine will be, together with other moneys deposited therein and together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bond or Bonds or series of Bonds at

or before their respective maturity dates and to pay the interest thereon as it comes due, and (2) in the case of Bonds which do not mature or will not be redeemed within 90 days of the deposit referred to in (1) above, (i) a verification report of an independent certified public accounting firm as to the adequacy of the trust funds to fully pay the Bonds deemed to be paid, and (ii) an Opinion of Bond Counsel addressed to the Bond Trustee, the Issuer and the Corporation to the effect that so providing for the payment of such Tax-Exempt Bonds will not adversely affect the exclusion of the interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

Notwithstanding the foregoing, in the case of any Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (c) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed prior to their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** or irrevocable instructions shall have been given to the Bond Trustee to give such notice.

Notwithstanding any provisions of any other Section of this Bond Indenture which may be contrary to this Section, all moneys or Defeasance Obligations set aside and held in trust pursuant to this Section for the payment of Bonds (including redemption premium thereon, if any) shall be held irrevocably in trust for the Owners of such Bonds and applied to and used solely for the payment of the particular Bonds (including redemption premium thereon, if any) with respect to which such moneys and Defeasance Obligations have been so set aside in trust.

Section 1102. Satisfaction and Discharge of the Bond Indenture. If the principal of, redemption premium, if any, and interest on all of the Bonds shall have been paid in accordance with their terms, or provision has been made for such payment as provided in **Section 1101**, and provision shall also be made for paying all other sums payable hereunder, including the payment of any rebatable arbitrage to the United States and the fees, charges and expenses of the Issuer, the Bond Trustee and any Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Bond Trustee in respect hereof shall thereupon cease, determine and be void, and thereupon the Bond Trustee, upon Written Request of the Corporation, and upon receipt by the Bond Trustee and the Issuer of an Opinion of Bond Counsel to the effect that all conditions precedent to the satisfaction and discharge of this Bond Indenture have been complied with, shall cancel, discharge and release this Bond Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and discharge or release as shall be requisite to evidence such release and the satisfaction and discharge of this Bond Indenture, and shall assign and deliver to the Issuer, the Corporation or other Person entitled thereto as their respective interests may appear, any property and revenues at the time subject to this Bond Indenture which may then be in its possession, other than moneys or obligations held by the Bond Trustee for the payment of the principal of and interest and redemption premium, if any, due or to become due on the Bonds.

The Issuer is hereby authorized to accept a certificate by the Bond Trustee that the whole amount of the principal and interest and redemption premium, if any, so due and payable upon all of the Bonds then Outstanding and all other amounts required to be paid hereunder have been paid or such payment has been provided for in accordance with **Section 1101** as evidence of satisfaction of this Bond Indenture, and upon receipt thereof shall cancel and erase the inscription of this Bond Indenture from its records.

Upon provision for the payment of all Outstanding Bonds in accordance with this Section, and compliance with the other payment requirements of **Section 1101**, and subject to this Section, the Bond Indenture may be discharged in accordance with the provisions hereof; provided that the obligation of the Issuer in respect of such Bonds shall nevertheless continue but the Owners thereof shall thereafter be

entitled to payment only out of the moneys or Defeasance Obligations deposited with the Bond Trustee as aforesaid.

Provision for payment of the Tax-Exempt Bonds Outstanding hereunder may not be made as aforesaid nor may this Bond Indenture be discharged if under any circumstances the interest on such Tax-Exempt Bonds is thereby made subject to federal income taxation. In determining the foregoing, the Bond Trustee may rely upon an Opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that so providing for the payment of any Tax-Exempt Bonds will not cause the interest on the Tax-Exempt Bonds to be subject to federal income taxation under Section 103(a) of the Internal Revenue Code, notwithstanding the satisfaction and discharge of this Bond Indenture.

Section 1103. Payment of Bonds After Discharge. Notwithstanding the discharge of the lien hereof as in this Article provided, the Bond Trustee shall nevertheless retain such rights, powers and duties hereunder as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer, exchange and replacement of Bonds as provided herein. Nevertheless, any moneys held by the Bond Trustee or any Paying Agent for the payment of the principal of, redemption premium, if any, or interest on any Bond remaining unclaimed for four years after the principal of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be paid to the Corporation and the Owners of any Bonds not theretofore presented for payment shall thereafter be entitled to look only to the Corporation for payment thereof and all liability of the Bond Trustee or any Paying Agent or the Issuer with respect to such moneys shall thereupon cease.

ARTICLE XII

MISCELLANEOUS

Section 1201. Consents of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Bond Indenture to be signed and executed by the Bondholders may be in any number of concurrent documents and may be executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the written appointment of any such agent or of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Indenture, and shall be conclusive in favor of the Bond Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books maintained by the Bond Trustee.

Section 1202. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto and the

Registered Owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Bond Indenture or any covenants, conditions and provisions herein contained; this Bond Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Registered Owners of the Bonds as herein provided.

Section 1203. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by e-mail, addressed as follows; provided, however, that notice to the Bond Trustee by any means shall be effective only upon receipt:

| | |
|-------------------------|---|
| If to the Issuer: | <p>City of Bel Aire, Kansas 7651 East Central Park Avenue Bel Aire, Kansas 67226 Attention: City Clerk (316) 744-2451 (316) 744-3739 – Telecopy Email: mkrehbiel@belaireks.gov</p> |
| If to the Bond Trustee: | <p>Security Bank of Kansas City 701 Minnesota Avenue, Suite 206 Kansas City, Kansas 66101 Attention: Corporate Trust Department (913) 279-7948 (913) 279-7960 – Telecopy Email: pgardner@securitybankkc.com</p> <p>and</p> <p>Security Bank of Kansas City 200 West Douglas Avenue, Suite 612 Wichita, Kansas 67202 Attention: Bonnie Mosher (316) 765-2844 (913) 279-7960 – Telecopy Email: bmosher@securitybankkc.com</p> |
| If to the Corporation: | <p>Catholic Care Center 6550 East 45th Street North Bel Aire, Kansas 67226 Attention: Chief Financial Officer (316) 744-2020 (316) 201-1000 – Telecopy Email: brenda.dehass@catholiccarecenter.org</p> |
| If to the Purchaser: | <p>INTRUST Bank, N.A. One Main Place Wichita, KS 67202 Attention: Brian Blackerby (316) 383-1834 (316) 269-7265 – Telecopy</p> |

Email: brian.blackerby@intrustbank.com

with a copy to:

INTRUST Bank, N.A.
One Main Place
Wichita, KS 67202
Attention: Legal Department
(316) 383-1171
(316) 269-7265 – Telecopy
Email: kent.voth@intrustbank.com

If to the Bondholders: By first-class mail, postage prepaid, at their addresses as they appear on the Bond Register maintained by the Bond Trustee

A duplicate copy of each notice required to be given hereunder to the Bond Trustee, the Issuer or the Corporation shall also be given to the others and to the Purchaser. The Issuer, the Corporation, the Bond Trustee and the Purchaser may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

The Bond Trustee shall have the right to accept and act upon instructions or directions pursuant to this Bond Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Corporation shall provide to the Bond Trustee an incumbency certificate listing designated persons with the authority to provide such instructions and containing specimen signatures of such designated persons, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Corporation elects to give the Bond Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Bond Trustee in its discretion elects to act upon such instructions, the Bond Trustee's understanding of such instructions shall be deemed controlling. The Bond Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bond Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Corporation agrees: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Bond Trustee, including without limitation the risk of the Bond Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Bond Trustee and that there may be more secure methods of transmitting instructions than the method(s) selected by the Corporation; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

Section 1204. Severability. If any provision of this Bond Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Bond Indenture contained shall not affect the remaining portions of this Bond Indenture, or any part thereof.

Section 1205. Execution in Counterparts; Electronic Transactions. This Bond Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The transaction described herein may be conducted and related documents may be sent, received, and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1206. Governing Law. This Bond Indenture is governed by the laws of the State, without regard to the choice of law rules of the State. Venue for any action under this Bond Indenture to which the Issuer is a party shall lie within the district court in Sedgwick County, Kansas, and the parties hereto consent to the jurisdiction and venue of such court and hereby waive any argument that venue in such forums is not convenient.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused these presents to be executed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized official; and to evidence its acceptance of the trusts hereby created, the Bond Trustee has caused these presents to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officers, as of the date first above written.

CITY OF BEL AIRE, KANSAS

By _____
Mayor

[SEAL]

ATTEST:

City Clerk

**SECURITY BANK OF KANSAS CITY,
as Bond Trustee**

By: _____
Title: Vice President

ATTEST:

Assistant Secretary

EXHIBIT A**FORM OF BONDS**

EACH PERSON WHO IS OR WHO BECOMES THE REGISTERED OWNER OR A BENEFICIAL OWNER OF A BOND SHALL BE DEEMED BY THE ACCEPTANCE OR ACQUISITION OF THIS BOND OR SUCH BENEFICIAL OWNERSHIP INTEREST TO HAVE AGREED TO BE BOUND BY THE PROVISIONS OF THE BOND TRUST INDENTURE WHICH PLACE LIMITATIONS ON THE TRANSFER OF THIS BOND. THIS BOND MAY NOT BE TRANSFERRED UNLESS THE PROPOSED TRANSFEREE HAS DELIVERED TO THE ISSUER, THE CORPORATION AND THE BOND TRUSTEE AN EXPRESS AGREEMENT SUBSTANTIALLY IN THE FORM OF THE INVESTMENT LETTER ATTACHED AS EXHIBIT E TO THE BOND TRUST INDENTURE BY THE PROPOSED TRANSFEREE WITH ONLY SUCH VARIATIONS FROM THAT FORM AS ARE ACCEPTABLE TO THE ISSUER AND THE CORPORATION.

**Registered
No. R-_____**

**Registered
\$_____**

UNITED STATES OF AMERICA

STATE OF KANSAS

CITY OF BEL AIRE, KANSAS

**HEALTH CARE FACILITIES REVENUE BOND
(CATHOLIC CARE CENTER)
SERIES 2022[A]/[B]**

Interest Rate

Maturity Date

Dated Date

**[4.74%]
[Variable Rate]**

June 1, [2032][2049]

June __, 2022

REGISTERED OWNER: INTRUST BANK, N.A.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF BEL AIRE, KANSAS, a municipal corporation duly organized and existing under the laws of the State of Kansas (the "Issuer"), for value received, promises to pay, solely from the sources and as hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount identified above, and to pay interest on said Principal Amount from said sources from the date hereof or from the most recent date to which interest has been paid at the [Interest Rate per annum set forth above] [interest rate per annum set forth below] (computed on the basis of a 360-day year and the actual number of days elapsed) on July 1, 2022, and on

the first day of each month thereafter, until said Principal Amount is paid, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto. Principal on this Bond shall be paid in accordance with the principal amortization schedule for the 2022[A][B] Bond set forth in the herein referenced Bond Indenture. Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the herein referenced Bond Indenture.

[This Bond shall bear interest at the rate of **4.89%** per annum during the Initial Rate Period; shall bear interest from the first day of the Second Rate Period through the last day of the Second Rate Period at a rate per annum equal to the greater of (i) 4.50%, or (ii) the sum of the Treasury Rate plus 2.00%; and shall bear interest from the first day of the Third Rate Period through maturity at a rate per annum equal to the greater of (i) 4.25%, or (ii) the sum of the Treasury Rate plus 2.00%.

The principal of and premium, if any, on this Bond shall be payable by check or draft, solely from the sources hereinafter provided, in lawful money of the United States of America upon the presentation and surrender of this Bond at the principal corporate trust office or other designated office of Security Bank of Kansas City (the “Bond Trustee”). No surrender of this Bond shall be required for mandatory sinking fund redemption payments on this Bond. Payment of the interest on this Bond shall be made by the Bond Trustee to the person appearing on the registration books of the Issuer maintained by the Bond Trustee (the “Bond Register”) as the Registered Owner hereof as of the first day of the calendar month in which the applicable interest payment date occurs (i) by check or draft mailed to such Registered Owner at his address as it appears on the Bond Register or (ii) by electronic transfer if the aggregate principal amount of this Bond, together with any other Bonds registered in the name of the Registered Owner of this Bond, is \$1,000,000 or more and if said Registered Owner has given written notice, acceptable to Bond Trustee in accordance with the Bond Trust Indenture, dated as of June 1, 2022 (which Bond Trust Indenture, as from time to time amended and supplemented, is hereinafter referred to as the “Bond Indenture”), between the Issuer and the Bond Trustee, requesting payment in such form.

This Bond is one of an authorized issue of bonds of the Issuer designated “Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022[A][B]”, in the principal amount of \$[Principal Amount A][Principal Amount B] (the “Series 2022[A][B] Bond”) to be used together with the Issuer’s “Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022[A][B]”, in the principal amount of \$[Principal Amount A][Principal Amount B] (the “Series 2022[A][B] Bond” and together with the Series 2022[A][B] Bond, the “Series 2022 Bonds”) and other available funds, to (i) refinance the Refinanced Obligation (as defined in the Bond Indenture), (ii) pay costs of purchasing, acquiring, constructing, reconstructing, improving, equipping, furnishing, repairing, enlarging or remodeling the Facility (as defined in the Bond Indenture), and (iii) pay certain costs related to the issuance of the Series 2022 Bonds. The Facility has been leased by Catholic Care Center, Inc., a Kansas not for profit corporation (the “Corporation”) to the Issuer pursuant to a Base Lease Agreement dated as of June 1, 2022, between the Corporation and the Issuer (which Base Lease Agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Base Lease”) and subleased by the Issuer to the Corporation under the terms of a Lease Agreement, dated as of June 1, 2022 (which Lease Agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Lease Agreement”), under which the Corporation is obligated to pay base rental payments sufficient to pay the principal of and premium, if any, and interest on the Bonds (as hereinafter defined).

The Series 2022 Bonds are issued under and are equally and ratably secured by and entitled to the protection of the Bond Indenture, pursuant to which all rights and interest of the Issuer under the Lease Agreement (except certain rights to indemnification and payment of expenses) are assigned to the Bond Trustee to secure the payment of the principal of and premium, if any, and interest on the Series 2022 Bonds and any Additional Bonds (collectively, the “Bonds”) secured on a parity under the Bond Indenture with the Series 2022 Bonds that may be issued from time to time upon the terms and conditions

set forth in the Bond Indenture. To further secure the payment of the principal of and premium, if any, and interest on the Bonds, the Corporation has issued to the Bond Trustee its Master Indenture Note (Catholic Care Center Obligated Group), Series 2022A, dated the date of issuance (the “Series 2022A Master Note”), in the same principal amount as the Series 2022 Bonds, pursuant to a Master Trust Indenture, dated as of June 1, 2022 (which Master Trust Indenture, as from time to time amended and supplemented, is hereinafter referred to as the “Master Indenture”), among the Corporation, any other entities described therein as “Members” and Security Bank of Kansas City, as master trustee (the “Master Trustee”). The obligations of the Corporation under the Master Indenture, including the Series 2022A Master Note and all Master Notes hereafter issued in accordance with its terms, are secured by a Mortgage, Security Agreement, and Assignment of Leases and Rents dated as of June 1, 2022, from the Corporation, as mortgagor, to the Master Trustee, as Mortgage. Reference is hereby made to the Bond Indenture, the Master Indenture, the Base Lease, the Lease Agreement, the Mortgage and the Series 2022A Master Note for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Bond Trustee, the Master Trustee and the Registered Owners of the Bonds and the terms upon which the Bonds are issued and secured.

This Bond is transferable, in whole and not in part, upon surrender hereof by the Registered Owner hereof in person or by his attorney duly authorized in writing at the corporate trust office of the Bond Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Indenture. Upon such transfer a new registered Bond or Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Issuer, the Bond Trustee and any Paying Agents may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the Issuer, the Bond Trustee nor any paying agent shall be affected by any notice to the contrary.

This Bond is issuable in the form of one fully registered Bond, without coupons. Subject to the conditions and upon the payment of the charges provided in the Bond Indenture, the Registered Owner of this Bond may transfer this Bond only upon delivery to the Issuer, the Corporation and the Bond Trustee of a letter from the transferee in substantially the form attached as an exhibit to the Bond Indenture.

The Series 2022 Bonds are subject to redemption and payment prior to maturity as provided in the Bond Indenture.

Notice of the call for any redemption, identifying the Bonds or portions thereof to be redeemed, shall be given by the Bond Trustee in the manner provided in the Bond Indenture; provided that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond with respect to which no such failure has occurred.

The Series 2022 Bonds are issued pursuant to and in conformity with the provisions, restrictions and limitations of the constitution and laws of the State of Kansas, particularly K.S.A. 12-1740 to 12-1749d, inclusive, and K.S.A. 10-116a, all as amended, and pursuant to an ordinance of the Issuer, which ordinance authorizes the execution and delivery of the Lease Agreement and the Bond Indenture.

The Registered Owner of this Bond shall have no right to enforce the Bond Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Bond Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Bond Indenture. In certain events, on the conditions, in the manner and

with the effect set forth in the Bond Indenture, the principal of all the Bonds issued under the Bond Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Bond Indenture may be made only to the extent and in the circumstances permitted by the Bond Indenture.

The Series 2022 Bonds and the interest thereon are special and limited obligations of the Issuer payable solely from the base rental payments derived by the Issuer from the Facility pursuant to the Lease Agreement, and are secured by the Series 2022A Master Note and a pledge and assignment pursuant to the Bond Indenture of the Trust Estate (as defined in the Bond Indenture). The Series 2022 Bonds and the interest thereon do not constitute a debt of the Issuer or the State of Kansas, and neither the Issuer nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Indenture until the certificate of authentication hereon shall have been signed by the Bond Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that to the best of the Issuer's knowledge and belief, all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Bond Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the City of Bel Aire, Kansas, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and its seal to be affixed hereto or printed hereon and attested by the manual or facsimile signature of its City Clerk.

CITY OF BEL AIRE, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2022 Bonds described in the within-mentioned Bond Indenture.

Date of Authentication:

**SECURITY BANK OF KANSAS CITY,
as Bond Trustee**

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification Number
of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in
the premises.

Dated: _____, _____

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within Bond in every
particular, without alteration or enlargement or
any change whatever.

Medallion Signature Guarantee:

EXHIBIT B**PROJECT**

The Project consists of the acquisition, construction, installation, equipping and furnishing of improvements to the Facility financed or refinanced with the Refinanced Obligation, the Series 2022 Bonds and any Additional Bonds hereafter issued, all located on the campus of the Corporation in Bel Aire, Kansas.

The Refinanced Obligation will be refinanced with proceeds of the Series 2022A Bond and consists of a loan from Via Christi Villages, Inc (sponsored and controlled by Ascension Senior Living, Inc) in the outstanding principal amount of \$9,410,000 (the “Refinanced Obligation”), the proceeds of which were used to refund and redeem all then outstanding Sedgwick County, Kansas Health Care Facilities Revenue Bonds, Series 2010 (Catholic Care Center, Inc.). The proceeds of the Series 2010 Bonds were used to refund and redeem the Sedgwick County, Kansas Health Care Facilities Revenue Bonds, Series 2001 (Catholic Care Center, Inc.) in the original principal amount of \$14,000,000 and the Sedgwick County, Kansas Health Care Facilities Refunding Revenue Bonds, Series 2003 (Catholic Care Center, Inc.) in the original principal amount of \$4,420,000. The proceeds of the Series 2001 Bonds financed the construction and equipping of a 100-unit assisted living facility. The proceeds of the Series 2003 Bonds refunded and redeemed the Sedgwick County, Kansas Health Care Facilities Refunding Revenue Bonds, Series 1998 (Catholic Care Center, Inc.), which refinanced the costs of a 178-bed nursing facility.

The Project to be financed with proceeds of the Series 2022B Bond consists of a major renovation and reposition of the skilled nursing facility, converting several semi-private rooms into private rooms, adding a 20-bed geriatric behavioral health unit, an overall reduction on maximum occupancy from 173 skilled beds to 119 skilled beds and 20 behavioral health beds, and other miscellaneous capital improvements to the Facility.

EXHIBIT C**DISBURSEMENT REQUEST
(For Costs of Issuance)****Request No.**_____**Date:**_____**WRITTEN REQUEST FOR DISBURSEMENT FROM
CITY OF BEL AIRE, KANSAS
(CATHOLIC CARE CENTER)
COSTS OF ISSUANCE FUND****To:** Security Bank of Kansas City
Corporate Trust Department**Re:** City of Bel Aire, Kansas Health Care Facilities Revenue Bond (Catholic Care Center)
Series 2022B

You are hereby requested and directed as Bond Trustee under the Bond Trust Indenture dated as of June 1, 2022 (the "Bond Indenture"), between the City of Bel Aire, Kansas, and you, as Bond Trustee, to pay, pursuant to **Section 403** of the Bond Indenture, the following items from moneys in the account for the Series 2022 Bonds in the Costs of Issuance Fund:

| <u>Amount</u> | <u>Payee</u> | <u>Description</u> |
|---------------|--------------|--------------------|
|---------------|--------------|--------------------|

The amount of this requisition is justly due and owing and has not been the subject of another requisition which was paid and is a proper Cost of Issuance incurred in connection with the issuance of the Series ____ Bonds.

With respect to this disbursement, the Corporation (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii), agrees it will not seek recourse from the Bond Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

Invoices, statements, vouchers or bills for the amounts requested are attached hereto.

[Remainder of page intentionally left blank.]

CATHOLIC CARE CENTER, INC.

By: _____
Corporation Representative

EXHIBIT D**DISBURSEMENT REQUEST
(For Project Costs)****Request No.**_____**Date:**_____**WRITTEN REQUEST FOR DISBURSEMENT FROM
CITY OF BEL AIRE, KANSAS
(CATHOLIC CARE CENTER)
PROJECT FUND****To:** Security Bank of Kansas City
Corporate Trust Department**Re:** City of Bel Aire, Kansas Health Care Facilities Revenue Bond (Catholic Care Center)
Series 2022B

You are hereby requested and directed as Bond Trustee under the Bond Trust Indenture dated as of June 1, 2022 (the “*Bond Indenture*”), between the City of Bel Aire, Kansas, and you, as Bond Trustee, to pay from moneys in the Project Fund, pursuant to **Section 404** of the Bond Indenture, to the following payees the following amounts for the following Project Costs (as defined in the Bond Indenture):

| <u>Payee</u> | <u>Amount</u> | <u>Description of Costs of the Project</u> |
|--------------|---------------|--|
|--------------|---------------|--|

The undersigned Corporation Representative hereby states and certifies that:

- Each item listed above is a valid “cost” of “projects” as authorized under the Act and is a proper Project Cost (as defined in the Bond Indenture) that was incurred in the acquisition, construction, renovation, remodeling, expansion, completion or equipping of portions of the Project in accordance with the applicable construction contracts and plans and specifications therefor.
- These costs have been incurred by the Corporation and are presently due and payable or have been paid by the Corporation and are reasonable costs that are payable or reimbursable under the Bond Indenture and each item thereof is a proper charge against the Project Fund.
- Each item listed above has not previously been paid or reimbursed from moneys in the Project Fund and no part thereof has been included in any other Disbursement Request previously filed with the Bond Trustee under the provisions of the Bond Indenture or reimbursed to the Corporation from Bond proceeds.

4. There has not been filed with or served upon the Corporation any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in accordance with the provisions of the Lease Agreement.
5. All necessary permits and approvals required for the portion of the work on the Project for which this withdrawal is to be made have been issued and are in full force and effect.
6. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) has been performed in accordance with the applicable plans and specifications therefor.
7. With respect to this disbursement, this Corporation (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii), agrees it will not seek recourse from the Bond Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to such terms in the Bond Indenture.

CATHOLIC CARE CENTER, INC.

By: _____
Corporation Representative

Approved:

INTRUST BANK, N.A.

By: _____
Authorized Signatory

EXHIBIT E**FORM OF TRANSFeree INVESTMENT LETTER**

THIS LETTER, OR A FACSIMILE COPY HEREOF, WILL BE DELIVERED TO THE ADDRESSEES NO LATER THAN THE DATE OF PURCHASE.

[Date of Purchase]

City of Bel Aire, Kansas
7651 East Central Park Avenue
Bel Aire, Kansas 67226

Catholic Care Center
6550 East 45th Street North
Bel Aire, Kansas 67226

Security Bank of Kansas City, as Bond Trustee
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101

Re: City of Bel Aire, Kansas Health Care Facilities Revenue Bond (Catholic Care Center)
Series [2022A] [2022B]

Ladies and Gentlemen:

[Transferee Name] (the “Transferee”), intends to purchase the entire principal amount of the above-referenced Bond (the “Bond”) issued by City of Bel Aire, Kansas (the “Issuer”) pursuant to that certain Bond Trust Indenture dated as of June 1, 2022 (the “Bond Indenture”), between the Issuer and Security Bank of Kansas City, as Bond Trustee (the “Bond Trustee”). The Bond was issued under the Bond Indenture for the purpose of providing funds for use by Catholic Care Center, a Kansas nonprofit corporation (the “Corporation”), pursuant to terms contained in a Lease Agreement dated as of June 1, 2022 (the “Lease”), between the Issuer and the Corporation. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Bond Indenture.

In connection with the purchase of the Bond, the Transferee hereby agrees to the following terms and conditions and makes the representations and warranties stated herein with the express understanding that the truth and accuracy of the representations and warranties will be relied upon by the Issuer and the Bond Trustee:

1. The Transferee has sufficient knowledge and experience in financial business matters, including the purchase of tax-exempt obligations, to be able to evaluate the risks and merit of the investment represented by the purchase of the Bond and to make an informed investment decision with respect to the Bond. The Transferee is able to bear the economic risk of an investment in the Bond, including a complete loss of such investment.

2. The Transferee has had an opportunity to obtain as much information with respect to the Corporation as it deems appropriate with respect to the purchase of the Bond. The Transferee has had the opportunity to ask questions of and receive answers from the Issuer, the Corporation and the Bond Trustee concerning the purchase of the Bond and all matters relating thereto or any additional information deemed necessary to its decision to purchase the Bond. The Transferee has reviewed and has made its decision to invest based on its review of the Bond Indenture, the Lease and other documents related to the issuance of the Bond and on certain other information it has obtained and that it deems relevant to its investment in the Bond. The Transferee has made its own independent review of credit and related matters applicable to the Issuer and the Corporation, the purchase and holding of the Bond and the security therefor and otherwise to its investment in the Bond. The Transferee is aware that the business of the Corporation involves certain economic variables and risks that could adversely affect the security for the Bond.

3. The Transferee has reviewed with the Transferee's own tax advisors the federal, state and local tax consequences of the purchase of the Bond, where applicable, and the transactions contemplated by the Bond Indenture. The Transferee understands that the Transferee (and not the Issuer or the Corporation) shall be responsible for the Transferee's own tax liability that may arise as a result of the purchase of the Bond.

4. The Transferee is purchasing the Bond for its own account for investment purposes and has no present intention of distributing or selling such Bond or any portion thereof or any interest therein. The Transferee understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

5. The Transferee understands that the Bond may be offered, resold, pledged or transferred (a) only to (i) an Affiliate of the Transferee, (ii) a trust or other custodial arrangement established by the Transferee or an Affiliate of the Transferee, the owners of any beneficial interest in which are limited to "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), (iii) a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act that purchases for its own account or for the account of a qualified institutional buyer, or (iv) a sophisticated institutional investor and an "accredited investor" as defined in Regulation D promulgated under the Securities Act that purchases for its own account; and (b) only if the transferee delivers to the Issuer, the Corporation and the Bond Trustee an investment letter substantially in the form specified in the Bond Indenture with only such variations from that form as are acceptable to the Issuer, and the Corporation.

6. The Transferee understands that (i) the Bond is a special, limited obligation of the Issuer payable solely by the Corporation from amounts to be deposited in the funds in the custody of the Bond Trustee pursuant to the Lease, (ii) under no circumstances shall the Issuer be obligated for payment of the Bond, and (iii) the Bond does not constitute a debt of the Issuer and shall not be deemed to constitute a debt or liability of the State or any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation, and shall not constitute a pledge of the full faith and credit of the State or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Bond Indenture. The issuance of the Bond shall not, directly, indirectly, or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Bond or for the performance of any pledge, security interest, obligation, or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by

the Issuer of any such pledge, security interest, obligation, or agreement may impose any liability, pecuniary or otherwise, upon the State or any charge upon its general credit or its taxing power.

7. The Transferee acknowledges that the Issuer has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the Transferee of the Bond. Accordingly, the Transferee has not relied upon the Issuer as to the accuracy or completeness of any information. As a sophisticated investor, the Transferee has made its own decision to purchase the Bond based solely upon its own inquiry and analysis. In purchasing the Bond, the Transferee is not relying on any representations of the Issuer with respect to the financial quality of the Bond. The Transferee is relying solely on statements and representations of the Corporation, on the information and documentation described in Section 2 of this Transferee Investment Letter, and on the Transferee's own knowledge and investigation of the facts and circumstances relating to the Bond.

8. The Transferee understands that the Bond have not been registered under the Securities Act or any state securities or "Blue Sky" laws and are being sold in reliance on exemptions from the registration requirements of the Securities Act and any such laws. The Transferee further understands that the Bond and any security issued in exchange therefor or in lieu thereof must be held indefinitely unless subsequently registered under the Securities Act and any applicable state securities or "Blue Sky" laws or unless exemptions from the registration requirements of the Securities Act and such laws are available.

9. The Transferee agrees that the Transferee is bound by and will abide by the provisions of the Bond Indenture related to the transfer and sale of the Bond, the restrictions on transferability noted on the face of the Bond and this Transferee Investment Letter. The Transferee will comply with all applicable federal and state securities laws, rules and regulations by which the Transferee is bound in connection with any resale or transfer of the Bond by the Transferee. If the Transferee sells or transfers any of the Bond, at the time of such sale or transfer, the Transferee or its agent will obtain from any subsequent purchaser, and cause to be delivered to the addressees named in this Transferee Investment Letter, a Transferee Investment Letter in the form set forth in the Bond Indenture. The Transferee acknowledges that any proposed assignee of a beneficial ownership interest in the Bond will be deemed under the Bond Indenture to have made agreements and representations substantially similar to those set forth above. The Transferee understands that each of the Transferee's Bond will bear a legend restricting transfer of the Bond.

10. Check applicable section:

- ☐ The Transferee is an Affiliate.
- ☐ The Transferee is a trust or other custodial arrangement established by the Bank or a Bank Affiliate, the owners of any beneficial interest in which are limited to "qualified institutional buyers" as defined in Rule 144A promulgated under the Securities Act.
- ☐ The Transferee is familiar with Rule 144A promulgated under the Securities Act and is a "qualified institutional buyer" as defined in Rule 144A.
- ☐ The Transferee is familiar with Regulation D promulgated under the Securities Act and is a sophisticated institutional investor and an "accredited investor" within the meaning of Regulation D.

11. The Transferee agrees to indemnify and hold harmless the addressees of this letter from any and all claims, judgments, attorney's fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or affected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the Bond by the Transferee in violation of the Bond Indenture or this letter.

[TRANSFEEEE NAME]

By: _____
 Name: _____
 Title: _____

Gilmore & Bell, P.C.
Draft: May 12, 2022

LEASE AGREEMENT

Dated as of June 1, 2022

between the

CITY OF BEL AIRE, KANSAS

and

CATHOLIC CARE CENTER, INC.

**[\$[Principal Amount A]
City of Bel Aire, Kansas
Health Care Facilities
Revenue Bond
(Catholic Care Center)
Series 2022A**

**[\$[Principal Amount B]
City of Bel Aire, Kansas
Health Care Facilities
Revenue Bond
(Catholic Care Center)
Series 2022B**

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of June 1, 2022 (the “Lease Agreement”), by and between the **CITY OF BEL AIRE, KANSAS**, a municipal corporation organized under the laws of the State of Kansas (the “Issuer”), and **CATHOLIC CARE CENTER, INC.**, a Kansas not-for-profit corporation (the “Corporation”);

RECITALS

1. The Issuer is a municipal corporation duly organized and existing under the laws of the State of Kansas (the “State”) authorized under K.S.A. 12-1740 to 12-1749d, inclusive, and K.S.A. 10-116a, all as amended (the “Act”), to issue revenue bonds, the proceeds of which shall be used for the purpose of paying all or part of the cost of purchasing, acquiring, constructing, reconstructing, improving, equipping, furnishing, repairing, enlarging or remodeling facilities for agricultural, commercial, hospital, industrial, natural resources, recreational development and manufacturing purposes and to enter into leases or lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds to refund any such revenue bonds, all to promote, stimulate and develop the general welfare and economic prosperity of the State through the promotion and advancement of physical and mental health, industrial, commercial, agricultural, natural resources and of recreational development in the State; to encourage and assist in the location of new business and industry in the State and the expansion, relocation or retention of existing business, industry and health development; and to promote the economic stability of the State by providing greater employment opportunities, diversification of industry and improved physical and mental health, thus promoting the general welfare of the citizens of the State.

2. Pursuant to the Act and a Bond Trust Indenture dated as of June 1, 2022 (the “Bond Indenture”) between the Issuer and Security Bank of Kansas City, as bond trustee (the “Bond Trustee”), the Issuer proposes to issue its Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022A, in the principal amount of \$[Principal Amount A] (the “Series 2022A Bond”) and its Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022B, in the principal amount of \$[Principal Amount B] (the “Series 2022B Bond” and together with the Series 2022A Bond, the “Series 2022 Bonds”), for the purpose of providing funds, together with other available funds of the Corporation, to be used to (i) refinance the Refinanced Obligation (as defined in the Bond Indenture), (ii) pay costs of purchasing, acquiring, constructing, reconstructing, improving, equipping, furnishing, repairing, enlarging or remodeling the Facility (as defined in this Bond Indenture), (iii) pay certain costs related to the issuance of the Series 2022 Bonds.

3. The Bond Indenture makes provision for the issuance of additional parity bonds from time to time (the “Additional Bonds,” and, together with the Series 2022 Bonds, the “Bonds”) on the terms and conditions provided for therein.

4. The Corporation will lease the Facility (as defined in the Bond Indenture) to the Issuer pursuant to the Base Lease Agreement dated as of June 1, 2022, between the Corporation and the Issuer.

5. The Corporation and the Issuer desire to enter into this Lease Agreement whereby the Facility described herein is subleased by the Issuer to the Corporation, and the Corporation agrees to pay Base Rental Payments (as hereinafter defined) sufficient to pay the principal of and premium, if any, and interest on, the Bonds.

6. To induce the Issuer to issue the Series 2022 Bonds, the Corporation shall issue its Master Indenture Note (Catholic Care Center Obligated Group), Series 2022A, in the aggregate principal amount of the Series 2022 Bonds, under the Master Trust Indenture dated as of June 1, 2022, (as supplemented and amended, the “Master Indenture”), between the Corporation and any future Members of the Obligated Group (as defined therein) and Security Bank of Kansas City, as master trustee (the “Master Trustee”).

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

Section 1.1. Definitions. The words and terms used in this Lease Agreement shall have the meanings specified in the Bond Indenture or the Master Indenture except as otherwise defined herein.

Section 1.2. Rules of Interpretation. For all purposes of this Lease Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) The terms defined in the Bond Indenture, the Master Indenture or herein include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles to the extent applicable.
- (c) All references herein to “generally accepted accounting principles” refer to such accounting principles generally accepted in the United States of America in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms, provided, as applied to any entity that operates a hospital, extended care facility or other discrete enterprise of a type with respect to which particular accounting principles from time to time shall have been generally adapted or modified, the term “generally accepted accounting principles” shall include the adaptations or modifications.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Lease Agreement as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

- (g) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the Issuer. The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) The Issuer (1) is a municipal corporation organized and existing under the laws of the State of Kansas, and (2) has lawful power and authority to enter into, execute and deliver the Bond Documents to which the Issuer is a party, and by all necessary corporate action has been duly authorized to execute and deliver this Lease Agreement and any other Bond Documents required to be executed and delivered by it in connection with the issuance of the Bonds, acting by and through its duly authorized officers.

(b) It has, by ordinance duly adopted, authorized the issuance, sale, execution and delivery of the Bonds, its entering into and performance of its obligations under, and the execution and delivery on its behalf of, the Bond Indenture and the Bond Documents to which it is a party, under the terms of which the proceeds of the Bonds are to be made available to the Corporation and the rights of the Issuer hereunder (except as provided in the Bond Indenture) are pledged and assigned to the Bond Trustee as security for the payment of all amounts to become due on the Bonds.

(c) To the best of the knowledge of the officers of the Issuer executing this Lease Agreement, the execution and delivery of this Lease Agreement, and any other Bond Documents to which the Issuer is a party, by the Issuer will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Issuer is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory rules or regulations applicable to the Issuer or its property.

(d) It has not pledged, assigned or granted and will not pledge, assign or grant any of its rights or interest in or under this Lease Agreement for any purpose other than as provided in the Bond Indenture.

(e) The Series 2022 Bonds have been issued following the public hearing and public approval requirements of Section 147(f) of the Code.

All representations of the Issuer contained herein, in the ordinance authorizing the Bonds or in any certificate or other instrument delivered by the Issuer pursuant hereto, or pursuant to the Bond Indenture, or in connection with the transactions contemplated thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Bonds as representations of facts existing as of the date of execution and delivery of the instrument containing such representation.

Section 2.2. Representations, Covenants and Warranties of the Corporation. . The Corporation represents, covenants and warrants as follows:

(a) *Organization and Authority.* The Corporation is a not-for-profit corporation duly incorporated and in good standing in the State and has full power and authority under the laws of the State to enter into the transactions contemplated by the Bond Documents that name it as a party, and is not in violation of any provision of its Articles of Incorporation or its Bylaws; the Corporation has power to enter into the Bond Documents that name it as a party and has by proper corporate action duly authorized the execution and delivery of the Bond Documents that name it as a party and the performance of its obligations under the Bond Documents.

(b) *No Defaults or Violations of Law.* Neither the execution and delivery of any Bond Document by the Corporation, nor the consummation of the transactions contemplated by any Bond Document conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation under the terms of any instrument or agreement other than as imposed by the Bond Documents.

(c) *Tax-Exempt Organization Status.* The Corporation is a Tax-Exempt Organization; it has not declared and has not been determined to have any “unrelated business taxable income” as defined in Section 512 of the Internal Revenue Code which could have a material adverse effect on its status as a Tax-Exempt Organization or which, if such income were subject to federal income taxation, could have a material adverse effect on the condition, financial or otherwise, of the Corporation.

(d) *The Project.* The Project is a “facility” for which bonds may be issued under the Act.

(e) *The Obligated Group.* The Corporation is the only Member of the Obligated Group, and the Series 2022 Bonds, upon their issuance, will constitute “Related Obligations” under the Master Indenture.

(f) *Government Approvals.* The Corporation is duly authorized and licensed to operate its facilities under the laws, rulings, regulations and ordinances of the State and the departments, agencies and political subdivisions thereof, and the Corporation has obtained all requisite approvals of the State and other federal, regional and local governmental bodies, relating to the operation of its facilities that are currently in operation and relating to the acquisition, construction and equipping of the Project, except for building permits which are not currently obtainable, but which it reasonably expects to obtain in the ordinary course. The Facility, including the Project, is, in all material respects in compliance with applicable federal, state and local zoning, subdivision, environmental, pollution control and other laws, rules, regulations, codes and ordinances.

(g) *Use of Proceeds.* The proceeds of the Series 2022A Bond will be used to refinance the Refinanced Obligation and pay Costs of Issuance of the Series 2022 Bonds, and the proceeds of the Series 2022B Bond will be used to pay Project Costs and Costs of Issuance of the Series 2022 Bonds, as set forth in the recitals to this Lease Agreement.

(h) *Pending Litigation.* No litigation, proceedings or investigations are pending or, to the knowledge of the Corporation, threatened against the Corporation, except: (1) litigation involving claims for professional liability, the probable recoveries in which and the estimated costs and expenses of defense of which, in the opinion of general counsel to the Corporation, will be entirely within the Corporation's applicable insurance policy limits (subject to applicable deductibles) or are not in excess of the total of the available reserves held under the Corporation's applicable self-insurance program, and (2) litigation involving other types of claims which if adversely determined will not, in the opinion of counsel to the Corporation, materially and adversely affect the financial condition or operations of the Corporation. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Corporation, threatened against the Corporation seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of any Bond Document by the Issuer, or any Bond Document by the Corporation, or which would in any manner challenge or adversely affect the corporate existence or powers of the Corporation to enter into and carry out the transactions described in or contemplated by or the execution, delivery, validity or performance by the Corporation of the terms and provisions of any of the Bond Documents to which it is a party.

(i) *Financial Statements.* The consolidated audited financial statements of the Corporation and the Foundation certified by an independent accountant, and the unaudited financial statements of the Corporation, all as heretofore delivered to the Issuer and the Purchaser correctly and fairly present the financial condition of the Corporation as of the dates and for the periods stated therein, and the results of the operations of the Corporation for each of such periods, respectively, all in accordance with generally accepted accounting principles consistently applied except as stated in the notes thereto, and there has been no material adverse change in the condition, financial or otherwise, of the Corporation from that set forth in said financial statements, except as disclosed in writing to the Purchaser.

(j) *Full Disclosure.* The financial statements referred to in paragraph (i) of this Section do not, nor do any of the Bond Documents that names the Corporation as a party or any written statement furnished by the Corporation to the Issuer and the Purchaser, taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading. There is no fact which the Corporation has not disclosed to the Issuer and the Purchaser in writing which materially affects adversely or, so far as the Corporation can now foresee, will materially affect adversely the financial condition of the Corporation, its status as a Tax-Exempt Organization, its ability to own, lease and operate its properties or its ability to make the payments hereunder and under the Series 2022A Master Note when and as the same become due and payable.

(k) *Employee Pension Benefit Plans.* The Corporation has not heretofore engaged in, and the consummation of the transactions herein provided for, and compliance by the Corporation with the provisions of the Bond Documents will not involve, any prohibited transactions within the meaning of the Employee Retirement Income Security Act of 1974, as amended (herein sometimes referred to as "ERISA"), or Section 4975 of the Internal Revenue Code. No "employee pension benefit plans", as defined in ERISA (herein sometimes referred to as the "Plans"), maintained by the Corporation, nor any trusts created thereunder, have incurred, at the end of any plan year, an "accumulated funding deficiency" as defined in Section 302 of ERISA nor does the present value of all benefits vested under all Plans exceed, as of the last

annual valuation date of any such Plan, the value of the assets of the Plans allocable to such vested benefits.

(l) *Environmental Matters.* To the best knowledge of the Corporation, in all material respects, (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, the “Environmental Regulations”), and also including urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste material, substance, pollutant or contaminant which subject the owner of the Facility to any damages, penalties or liabilities under any applicable Environmental Regulation (collectively, the “Hazardous Substances”) are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Facility in violation of any Environmental Regulation; (ii) no threat exists of an unlawful discharge, release or emission of a Hazardous Substance upon or from the Facility into the environment; (iii) the Facility has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank that is not in compliance with all applicable Environmental Regulations is now located at the Facility or has previously been located thereat unless it has been removed therefrom; (v) no violation of any Environmental Regulation now exists relating to the Facility, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Facility by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Facility; (viii) the Facility is not listed in the United States Environmental Protection Agency’s National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Facility is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(m) *Valid, Binding and Enforceable Obligations.* All Bond Documents that name the Corporation as a party have been duly executed and constitute legal, valid and binding obligations of the Corporation enforceable in accordance with their respective terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors’ rights generally from time to time in effect and to applicable principles of equity if equitable remedies are sought).

ARTICLE III

ISSUANCE OF BONDS

Section 3.1. Agreement to Issue the Series 2022 Bonds. In order to provide funds to finance or refinance the costs of acquiring, constructing, installing, equipping and furnishing the Project, the Issuer, concurrently with the execution and delivery of this Lease Agreement, will issue and deliver the Series 2022 Bonds to the Purchaser and cause the proceeds thereof to be deposited with the Bond Trustee for application as set forth in the Bond Indenture.

Section 3.2. Application and Disbursement of Series 2022 Bond Proceeds. The proceeds of the Series 2022 Bonds shall be deposited with the Bond Trustee and applied as provided in the Bond Indenture. The Issuer has, in the Bond Indenture, authorized and directed the Bond Trustee to make disbursements from the Costs of Issuance Fund to pay Costs of Issuance and from the Project Fund to pay the Project Costs. Such amounts shall be disbursed by the Bond Trustee in accordance with Sections 403 and 404 of the Bond Indenture. The Corporation will cause the documents to be filed with the Bond Trustee as specified in Sections 403 and 404 of the Bond Indenture for the disbursement of such amounts. The Issuer hereby agrees to pay for the acquisition and construction of the Project, but solely from the monies available therefor in the Project Fund.

In the event the moneys on deposit in the Project Fund or other separate trust or escrow accounts (together with other funds available to the Corporation for the Project as described in **Section 404** of the Bond Indenture) are at any time insufficient to pay for the completion of the Project, the Corporation agrees to pay the amount of such deficiency.

Section 3.3. Project Documents. On or before the issuance of the Series 2022 Bonds or as otherwise provided below, the Corporation, at its own cost and expenses, will deliver to the Bond Trustee copies of the following documents, collectively the “Project Documents” as defined in the Bond Indenture:

(a) *Title Insurance.* A standard ALTA lender’s policy of title insurance, or a commitment therefor, showing the Master Trustee as insured parties, with respect to the real property constituting the Facility, in an aggregate amount not less than \$_____, which policy shall insure good and marketable title to that real property, subject only to Permitted Encumbrances.

(b) *Licenses and Permits.* All permits for the acquisition or construction of the Project then in existence.

Section 3.4. Default by Contractor or Subcontractor. In the event of material default of any contractor or subcontractor under any contract made in connection with the Project, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the Corporation will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the Corporation against the contractor or subcontractor in default and against each surety on the bond, if any, securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to the Corporation of any amounts theretofore paid by the Corporation and not previously

reimbursed to the Corporation, or in the case of a subcontractor's default paid by the Contractor, for correction or remedying of the default which gave rise to the proceedings against the contractor, subcontractor or surety, shall be paid to the Corporation.

Section 3.5. No Warranty of Condition or Suitability. The Corporation acknowledges its full familiarity with the Project and that the Issuer, the Purchaser and the Bond Trustee have no responsibility for the plans and specifications for the Project.

Section 3.6. Additional Bonds. The Issuer may, in its sole discretion, at the request of the Corporation, issue Additional Bonds for the purposes and upon the terms and conditions provided in Section 203 of the Bond Indenture in aggregate amounts as requested by the Corporation consistent with Section 203 of the Bond Indenture, but in no event shall the Issuer be liable for not issuing Additional Bonds, it being the intent hereof to reserve to the Issuer the full and complete discretion to decline to issue Additional Bonds. No Additional Bonds shall be issued unless the conditions specified in Section 203 of the Bond Indenture are met.

ARTICLE IV

LEASING OF THE FACILITY TO THE CORPORATION

Section 4.1. Granting of Leasehold. The Issuer hereby rents, leases and lets unto the Corporation and the Corporation hereby rents, leases and hires from the Issuer, for the rentals and upon and subject to the terms and conditions set forth in this Lease Agreement, the Facility for a term commencing on the date of this Lease Agreement and terminating on December 1, 2060, subject to extension of the term pursuant to Section 12.7, and also subject to the restriction that no existing building nor any building which is constructed or placed upon the Land, either temporarily or permanently, shall be used for the purpose of housing any multigame, casino-style gambling on the premises.

Section 4.2. Quiet Enjoyment and Possession. The Corporation shall and may peaceably and quietly have, hold and enjoy the Facility, and the Issuer will either, to the extent funds are made available to it for such purposes, defend the Corporation's enjoyment and possession thereof against all parties or, to the extent such an action is lawful, allow the Corporation to prosecute such defense.

Section 4.3. Operation and Use of Facility.

(a) The Corporation shall have the exclusive use and possession of the Facility during the term of this Lease Agreement without hindrance by the Issuer and shall have the exclusive right and responsibility for the management, direction, control and operation of the Facility.

(b) The Corporation will cause the Facility to be operated in such a manner that would continue to qualify the Facility as a "facility" for which bonds could be issued under the Act at the time of the issuance of the Bonds. The Facility shall not be used in any manner or to any extent that causes or may cause the interest on the Tax-Exempt Bonds to be includable in gross income for purposes of federal income taxation.

(c) The Facility shall not be used for sectarian instruction or study or as a place of devotional activities or religious worship or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination or for the training of ministers, priests, rabbis or other similar persons in the field of religion. The foregoing restrictions, however, shall not be construed to prevent the Corporation from (i) maintaining a nondenominational chapel, (ii) conducting education programs on any subject with one or more institutions, whether or not sectarian, or (iii) implementing pastoral care programs of the kind permitted or provided by senior housing and health care facilities generally.

(d) The Corporation shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the manner of use or condition of the Facility, or otherwise. The Corporation shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Corporation to comply with this Section. Notwithstanding any provision contained in this Section, however, the Corporation shall have the right, at its own cost, expense and risk, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, and during such contest or review the Corporation's noncompliance therewith shall not constitute an Event of Default hereunder.

ARTICLE V

BASE RENTAL PAYMENTS AND ADDITIONAL PAYMENTS

Section 5.1. Base Rental Payments. To provide for the payment of the principal of and redemption premium, if any, and interest on the Bonds, the Corporation will make the following payments ("Base Rental Payments") directly to the Bond Trustee, for the account of the Issuer, for deposit in the Debt Service Fund, on the following dates, and otherwise as set out below:

(a) *Interest Account.* On or before the first day of each month (or on the next Business Day thereafter if such day is not a Business Day), commencing July 1, 2022, the amount that will be sufficient to pay the interest to become due on the Series 2022 Bonds on the first day of each month (or on the next Business Day thereafter if such day is not a Business Day); provided that the Corporation may be entitled to certain credits on such payments as permitted under **Section 5.2**.

(b) *Principal Account.* On or before the first day of each month (or on the next Business Day thereafter if such day is not a Business Day), commencing July 1, 2022, the amount that will be sufficient to pay the installment of principal due on the Series 2022 Bonds by maturity or mandatory sinking fund redemption on the first day of each month (or on the next Business Day thereafter if such day is not a Business Day); provided that the Corporation may be entitled to certain credits on such payments as permitted under **Section 5.2**.

(c) *Redemption Account.* On or before the Business Day immediately preceding the date any Series 2022 Bonds are to be redeemed (other than Bonds to be redeemed pursuant to mandatory sinking fund redemption requirements), the amount necessary to redeem those Series 2022 Bonds.

(d) *Purchase Account.* On or before the Business Day immediately preceding an Optional Tender Date for which the Registered Owner has given notice of optional tender of the Series 2022B Bond, the amount necessary to pay the purchase price of the Series 2022B Bond subject to mandatory purchase on the Optional Tender Date.

Unpaid Base Rental Payments shall bear interest at the applicable rate of interest on the Bonds with respect to which Base Rental Payments remain unpaid. Any interest charged and collected on an unpaid Base Rental Payment shall be deposited to the credit of the Debt Service Fund and applied to pay interest on overdue amounts in accordance with the Bond Indenture.

To the extent the moneys in the Interest Account, the Principal Account, the Redemption Account or Purchase Account are insufficient to pay any of the principal of and interest and premium, if any, on the Bonds when due, the Corporation shall immediately pay the amount of such deficiency to the Bond Trustee for the account of the Issuer for deposit in the appropriate account of the Debt Service Fund.

Section 5.2. Credits on Base Rental Payments. The Corporation shall receive credit towards payment of Base Rental Payments as follows:

(a) Any moneys deposited in the Interest Account, including earnings on investments, shall be credited to the extent of such deposit against the obligation of the Corporation to make the payments under **Section 5.1(a)** as they come due;

(b) Any moneys deposited in the Principal Account, including earnings on investments, shall be credited to the extent of such deposit against the obligation of the Corporation to make the payments under **Section 5.1(b)** as they come due; and

(c) Any moneys deposited in the Redemption Account and committed to the redemption of Bonds shall be credited to the extent of such deposit against the obligation of the Corporation to make the payments under **Section 5.1(c)** as they come due.

(d) Any moneys deposited in the Purchase Account and committed to the mandatory purchase of the Series 2022B Bond shall be credited to the extent of such deposit against the obligation of the Corporation to make the payments under **Section 5.1(d)** as they come due.

Section 5.3. Additional Payments. The Corporation will pay as Additional Payments (i) all fees, charges and expenses, including agent and counsel fees, of the Bond Trustee and any Paying Agents and (ii) all amounts required to be paid under Sections 5.6 and 6.7 and (iii) all amounts required under Article IX and all other payments of whatever nature which the Corporation has agreed to pay or assume under this Lease Agreement and (iv) all costs incident to the payment of the principal of and interest on the Bonds as the same become due and payable, including all costs, premiums and expenses in connection with the call, redemption and payment of all Outstanding Bonds and (v) all amounts due under Section 5.4 for deposit in the Master Reserve Fund and (vi) all amounts necessary in order for the Bond Trustee to pay all rebates to the United States required under Section 148(f) of the Internal Revenue Code and the Income Tax Regulations thereunder and under any Tax Agreement to the extent the Bond Trustee does not hold funds available and sufficient therefor in accordance with the Bond Indenture and that Tax Agreement and (vii) all expenses incurred in connection with the enforcement of any rights under this Lease Agreement, the Bond Indenture, any Tax Agreement, the Related Master Notes or the Master

Indenture by the Issuer, the Bond Trustee, the Registered Owners of the Bonds or the Master Trustee.

Section 5.4. Obligations of the Corporation Unconditional. The obligations of the Corporation to pay Base Rental Payments and Additional Payments and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Issuer or the Bond Trustee of any obligation to the Corporation, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Corporation by the Issuer or the Bond Trustee and, the Corporation (i) will not suspend or discontinue any payment of Base Rental Payments or Additional Payments, and (ii) except as provided in Section 10.1, will not terminate this Lease Agreement for any cause, including the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Corporation's facilities, the taking by eminent domain of title to or temporary use of any or all of the Corporation's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Issuer or the Bond Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease Agreement. Nothing contained in this Section shall be construed to release the Issuer from the performance of any of the agreements on its part herein contained, and in the event the Issuer or the Bond Trustee should fail to perform any such agreement on its part, the Corporation may institute such action against the Issuer or the Bond Trustee as the Corporation may deem necessary to compel performance so long as such action does not abrogate the obligations of the Corporation contained in the first sentence of this Section.

Section 5.5. Net Lease. The parties hereto agree (a) that this Lease Agreement is intended to be a net lease, (b) that the Base Rental Payments are designed to provide the Issuer and the Bond Trustee funds adequate in amount to pay all principal of and interest and any premiums accruing on the Bonds as the same become due and payable, (c) that to the extent that such payments are not sufficient to provide the Issuer and the Bond Trustee with funds sufficient for the purposes aforesaid, the Corporation shall pay, upon demand therefor, as Additional Payments, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if, after all of the Bonds are deemed to be paid in accordance with Article XI of the Bond Indenture and provision has been made for payment of all other sums payable under the Bond Indenture and the Tax Agreements in accordance with said Article XI, the Bond Trustee or the Issuer holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, after payment therefrom of all sums then due and owing by the Corporation under this Lease Agreement, and except as otherwise provided in this Lease Agreement and the Bond Indenture, become the absolute property of and be paid over forthwith to the Corporation.

ARTICLE VI

PROPERTY, TAXES AND UTILITIES

Section 6.1. Repairs and Maintenance. The Corporation will keep and maintain the Facility and all parts thereof in good condition, working order and repair, will keep the Facility and all parts thereof free from filth, nuisance or conditions unreasonably increasing the danger of fire.

Section 6.2. Conditions for Removal of Personal Property. The Corporation may remove, without the consent of the Issuer, any of the machinery, equipment, furnishings or other personal property that constitutes a part of the Facility provided the conditions of Section 409 of the Master Indenture are met. All machinery and equipment constituting a part of the Facility and removed by the Corporation pursuant to this Section shall become the absolute property of the Corporation and may be sold or otherwise disposed of by the Corporation. In all cases, the Corporation shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. Notwithstanding the foregoing, the Corporation shall deliver to the Bond Trustee a certificate setting forth a complete description, including the make, model and serial numbers, if any, of all machinery and equipment constituting a part of the Facility that has been removed, stating the reason for such removal, and the disposition, if any, of such machinery and equipment. The Corporation covenants that it will not take any action in connection with the removal, substitution or disposition of machinery and equipment which will adversely affect the exclusion of interest on any Tax-Exempt Bonds from gross income for purposes of federal income taxation.

Section 6.3. Corporation to Pay Taxes. The Corporation will from time to time pay or cause to be paid as they become due and payable all taxes, assessments and governmental charges lawfully levied or assessed or imposed upon it or upon its income, profits or property or upon the Facility or any part thereof or upon any income therefrom, or any tax levied upon the Issuer for or on account of all or parts of the Facility; and the Corporation will not suffer any vendors', mechanics', laborers', materialmen's, statutory or other similar lien to remain upon the Facility or any part thereof; provided that the Corporation shall have the right to contest, in good faith, by appropriate proceedings, any tax, assessment, governmental charge or lien and pending such contest may defer the payment thereof, so long as such deferment in payment shall not, in the opinion of counsel for the Corporation, subject the Facility or any part thereof to forfeiture or loss of title thereto.

Section 6.4. Securing of Permits and Authorizations. The Corporation shall not do, or permit others under its control to do, any work in or about the Facility or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Facility, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under Section 6.6.

The Corporation will not allow any of its permits, rights, franchises or privileges to lapse or be forfeited so long as the same shall be necessary for the ownership or operation of the Facility and related properties as senior housing and health care facilities, and it will procure the extension or renewal of each and every right, franchise or privilege so expiring and necessary or desirable for the ownership or operation of the Facility and related properties as such.

Section 6.5. Utilities. All utilities and utility services used by the Corporation in, on or about the Facility shall be paid for by the Corporation and shall be contracted for by the Corporation in the Corporation's own name, and the Corporation shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.6. Insurance. The Corporation shall maintain insurance with respect to the Facility and its operation in accordance and in compliance with Section 407 of the Master Indenture, which Section is hereby incorporated by reference. Any policies providing property and casualty, general liability or professional liability coverage respecting the Facility shall name the Issuer, the Bond Trustee and the Master Trustee as additional insureds, and any property and casualty insurance covering the Facility shall name the Bond Trustee as a loss payee.

Section 6.7. Damage, Destruction and Condemnation.

(a) *Effect of Damage, Destruction and Condemnation on Payments.* If (i) the Facility or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (ii) title to or any interest in, or the temporary use of, the Facility or any part thereof shall be taken under the exercise of or sold under the threat of the exercise of the power of eminent domain, the Corporation shall be obligated to continue to pay the principal of and interest and premium, if any, on the Related Master Notes and all Base Rental Payments and Additional Payments without any diminution, except to the extent any Base Rental Payments are prepaid pursuant to **Section 10.1** and Bonds are redeemed or deemed to be paid in accordance with the Bond Indenture.

(b) *Application of Net Proceeds.* The Net Proceeds of any damage, destruction, condemnation or sale under the threat of condemnation of any part of the Facility described in the preceding paragraph shall be applied by the Corporation (i) to the prompt repair, replacement or restoration of the Facility by the Corporation in a manner that will not impair the character or the operating utility of the Facility as a facility for which bonds may be issued under the Act, or (ii) if the Bond Trustee is provided with an opinion of Bond Counsel to the effect that such use will not adversely affect the validity of the Bonds or the exclusion of the interest on any Tax-Exempt Bonds from gross income for federal income tax purposes, in any other lawful manner that the Corporation may determine consistent with **Section 408** of the Master Indenture.

All amounts to be applied to the redemption of Bonds under this Section and **Section 408** of the Master Indenture shall be paid to the Bond Trustee for deposit in the Redemption Account and the Bond Trustee shall be directed in writing to use such moneys to redeem Bonds on the first possible date or to purchase Bonds in lieu of redemption as provided in the Bond Indenture.

(c) *Insufficiency of Net Proceeds.* Unless the Corporation has exercised its option to prepay the amounts payable under this Lease Agreement pursuant to **Section 10.1**, if the Net Proceeds of any damage, destruction, condemnation or sale under threat of condemnation of any part of the Facility are insufficient to pay in full the cost of any repair, restoration, modification or improvement required by paragraph (b) of this Section, the Corporation will nonetheless complete the work and will pay any cost in excess of the amount of the Net Proceeds held by the Bond Trustee. The Corporation agrees that if by reason of any such insufficiency of the Net Proceeds the Corporation shall make any payments pursuant to this Section, the Corporation shall not be entitled to any reimbursement therefor from the Issuer, the Bond Trustee or the Registered Owners of any of the Bonds, nor shall the Corporation be entitled to any diminution of the amounts payable as the principal of or interest or premium, if any, on the Related Master Notes or as Base Rental Payments or Additional Payments.

Section 6.8. Environmental Compliance. The Corporation agrees that it will comply with all applicable environmental, hazardous waste or substance, toxic substance and underground storage laws, rules and regulations and obtain any permits, licenses or similar approvals required by such laws, rules and regulations.

Section 6.9. Liens on Property; Right of Contest. The Corporation shall not create or incur, or permit to be created or incurred, or to exist any lien on any portion of the Project except Permitted Encumbrances. The Corporation shall not do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanic's or other similar lien and if, whenever and so often as any mechanic's or other similar lien is filed against the Project, or any part thereof, the Corporation shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Corporation or anyone claiming by, through or under the Corporation upon credit, and that mechanic's or similar liens for any such labor, services or materials shall not attach to or affect the estate of the Issuer in and to the Project, or any part thereof.

ARTICLE VII

ASSIGNMENT, SELLING AND LEASING

Section 7.1. Assignment, Selling and Leasing.

(a) Subject to the Master Indenture, this Lease Agreement may be assigned as a whole or in part, or all or any portion of the Facility or any part thereof or its interest therein may be sold, subleased or otherwise transferred by the Corporation, subject to each of the following conditions:

(i) The Bond Trustee shall have received an opinion of Bond Counsel to the effect that the assignment, sale, sublease or other transfer does not result in the Facility no longer being "facilities" under the Act and does not adversely affect the exclusion of the interest on any Tax-Exempt Bonds from gross income for federal income tax purposes.

(ii) The Corporation shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Issuer and the Bond Trustee a true and complete copy of each assignment, assumption of obligation, lease, deed, bill of sale or other instrument of transfer, as the case may be.

(iii) The assignee, purchaser, sublessee or other transferee shall assume the obligations (other than payment obligations which may, but need not, be assumed) of the Corporation hereunder to the extent of the interest assigned, sold, subleased or otherwise transferred.

(iv) The Issuer shall have given its prior written consent to such assignment, sale or sublease.

(b) The Corporation may sublease or otherwise transfer all or any portion of the Facility or may sell, sublease or otherwise transfer all or any portion of its interest in the Facility to the Issuer or another governmental entity or agency in connection with the issuance by the Issuer or other entity or

agency of bonds or other obligations to repair, reconstruct, remodel, renovate, extend, enlarge or improve the Facility for the use of the Corporation.

(c) Notwithstanding the provisions of **Section 7.1(a)**, the Corporation may, in accordance with the provisions of the Tax Agreement, grant residents of the Facility the use of skilled nursing, assisted living and any independent living units in the Facility under Residency Agreements (as such term is defined in the Master Indenture) or other use agreement and sublease portions of the Facility to Persons (as such term is defined in the Master Indenture) providing services to residents of the Facility in the normal course of the Corporation's business; provided however, the Corporation shall comply with the provisions of (a) hereof in connection with the sublease of any substantial portion of the Facility to any one Person.

(d) No assignment, sale, sublease or other transfer shall relieve the Corporation from primary liability for any obligations hereunder, and in the event of any such assignment, sale, sublease or other transfer the Corporation shall continue to remain primarily liable for payment of Base Rental Payments and Additional Payments and for performance and observance of the other agreements on its part herein provided to be performed and observed by the Corporation to the same extent as though no assignment, sale, lease or other transfer had been made.

(e) Notwithstanding the provisions of **Section 7.1(a)**, the Corporation may, in accordance with the provisions of the Tax Agreement, sell, transfer or dispose of property constituting a portion of the Facility pursuant to **Section 6.2** hereof.

Section 7.2. The Issuer to Assign Rights to Bond Trustee. Pursuant to the Bond Indenture, the Issuer will assign to the Bond Trustee to secure payment of the Bonds all of the Issuer's right, title and interest in this Lease Agreement (except the Issuer's rights under Sections 5.3, 8.2, and 9.3), such assignment to be subject and subordinate to the Corporation's rights under this Lease Agreement.

ARTICLE VIII

DISCLAIMER OF WARRANTIES; INDEMNITY

Section 8.1. Disclaimer of Warranties. Neither the Issuer nor the Bond Trustee makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the Corporation of the Facility or any component thereof, or any other representation or warranty with respect to the Facility or any component thereof. In no event shall the Issuer or the Bond Trustee be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease Agreement or the use of the Facility.

Section 8.2. Release and Indemnification Covenants.

(a) The Corporation will pay, and will protect, indemnify and save the Issuer, the Bond Trustee and their respective directors, officials, officers, employees, attorneys, agents and consultants harmless from and against all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands and judgments of any nature arising from:

(1) any injury to or death of any person or damage to property resulting from or connected with the use, non-use or condition of the Facility or a part thereof;

(2) violation of any agreement or condition of this Lease Agreement, except by the Issuer or the Bond Trustee;

(3) the performance of any act required of the Issuer by this Lease Agreement or the Bond Indenture;

(4) violation of any contract, agreement or restriction by the Corporation relating to the Facility;

(5) violation of any law, ordinance or regulation arising out of the ownership or use of the Facility or a part thereof;

(6) any statement or information concerning the Corporation, its directors, officers and members or its property, contained in any final official statement or prospectus furnished to purchasers of any Bonds, that is untrue or incorrect in any material respect, and any omission from any such official statement or prospectus of any statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein concerning the Corporation, its directors, officers and members or its property not misleading in any material respect, provided that any such final official statement or prospectus is approved in writing by the Corporation; or

(7) the issuance of the Bonds.

(b) With respect to an instance in which indemnity is sought:

(1) in the event of any settlement of any litigation, commenced or threatened, arising from a claim based upon any such untrue statement or omission, such indemnity shall be limited to the aggregate amount paid under a settlement effected with the written consent of the Corporation, together with such costs and expenses (including reasonable attorneys' fees and expenses) as may have been incurred by the indemnified party;

(2) the Issuer or the Bond Trustee or any of their respective directors, officials, officers, employees, attorneys, agents or consultants, as the case may be, shall promptly notify the Corporation in writing of any claim or action brought against the Issuer or the Bond Trustee (or any of their respective directors, officials, officers, employees, attorneys, agents or consultants), as the case may be, in respect of which indemnity may be sought against the Corporation, setting forth the particulars of such claim or action;

(3) the Issuer and the Bond Trustee may employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall not be payable by the Corporation unless such employment has been specifically authorized by the Corporation, or, unless such separate counsel is necessary to avoid a conflict of interest or other counsel employed by the Corporation has failed to diligently pursue the defense thereof.

(4) Upon notice the Corporation shall defend such persons in any such action or proceeding and the Corporation will also assume and pay, or cause to be paid, for the defense of

any cause of action, suit, claim or demand arising from any of the events listed in subparagraph (a).

(c) Notwithstanding that it is the intention of the parties that the Issuer, the Bond Trustee and any director, official, officer, employee, attorney and consultant of the Issuer or the Bond Trustee shall not incur any pecuniary liability by reason of this Lease Agreement or the Bond Indenture, or the undertakings required of the Issuer, the Bond Trustee or any director, official, officer, employee, attorney, agent or consultant of the Issuer or the Bond Trustee under this Lease Agreement or the Bond Indenture, by reason of the issuance of the Bonds, by reason of the performance of any act required of the Issuer or any director, official, officer, employee, attorney, agent or consultant of the Issuer or the Bond Trustee under this Lease Agreement or the Bond Indenture, nevertheless if the Issuer, the Bond Trustee or any director, official, officer, employee, attorney or consultant of the Issuer or the Bond Trustee should incur any such pecuniary liability then in such event the Corporation shall indemnify and hold harmless the Issuer and the Bond Trustee and any director, official, officer, employee, attorney and consultant of the Issuer or the Bond Trustee (other than with regard to claims resulting from the willful misconduct of the party seeking indemnification, and, in the case of the Bond Trustee or any director, official, officer, employee, attorney or counselor of the Bond Trustee other than with regard to claims resulting from the negligence of the party seeking indemnification), against all claims by or on behalf of any person, firm or corporation, arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon.

(d) Notwithstanding the foregoing, neither the Issuer nor the Bond Trustee nor their respective directors, officials, officers, employees, attorneys, agents and consultants shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by their own willful and malicious acts or omissions or willful and malicious acts or omissions of their respective council members, directors, officials, officers, attorneys, agents, employees or consultants.

(e) The protection and indemnification provided to the Issuer and the Bond Trustee and their respective directors, officials, officers, employees, attorneys, agents and consultants herein shall survive and be enforceable against the Corporation even though this Lease Agreement may, for all other purposes, have been terminated.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The following shall be “Events of Default” under this Lease Agreement and the term “Event of Default” shall mean any one or more of the following events:

(a) Default in the due and punctual payment of any Base Rental Payments or of any Additional Payments.

(b) Failure by the Corporation to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease Agreement, other than as referred to in subparagraph (a), for a period of 30 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Corporation by the Issuer or the Bond Trustee, unless the Bond Trustee shall agree in writing to an extension of such time prior to

its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, the Bond Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Corporation within the applicable period and is being diligently pursued until the default is corrected.

(c) The dissolution or liquidation of the Corporation or the voluntary initiation by the Corporation of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Corporation of any such proceeding which shall remain undismissed for 60 days, or failure by the Corporation to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Corporation to carry on its operations or assignment by the Corporation for the benefit of creditors, or the entry by the Corporation into an agreement of composition with creditors or the failure generally by the Corporation to pay its debts as they become due.

(d) An Event of Default under the Bond Indenture.

(e) An Event of Default under the Master Indenture.

The provisions of subsection (b) of this Section are subject to the following limitation: if by reason of force majeure the Corporation is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations to pay Base Rental Payments or Additional Payments), the Corporation shall not be deemed in default during the continuance of such inability because of its failure to carry out those agreements. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or of any of their departments, agencies or officials, or of any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; and any other cause or event not reasonably within the control of the Corporation. The Corporation agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Corporation from carrying out its agreement, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Corporation and the Corporation shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Corporation unfavorable to the Corporation.

Section 9.2. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Bond Trustee, as the assignee of the Issuer, may take one or any combination of the following remedial steps:

(a) If the Bond Trustee has declared the principal of the Bonds and the interest accrued thereon to be due and payable, declare the principal of the Base Rental Payments and all interest accrued thereon to be immediately due and payable and the same shall thereupon be immediately due and payable;

(b) Give the Corporation written notice of intention to terminate this Lease Agreement on a date specified therein, which date shall not be earlier than 10 days after such notice is given, and if all Events of Default have not then been cured, on the date so specified, the

Corporation's rights to possession of the Facility shall cease and this Lease shall thereupon be terminated, and the Issuer may re-enter and take possession of the Facility; or

(c) Without terminating this Lease Agreement, re-enter the Facility or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and use reasonable diligence to relet the Facility, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as the Issuer may deem in the best interests of the Bondholders, with the right to make alterations and repairs to the Facility, and no such re-entry or taking of possession of the Facility by the Issuer shall be construed as an election on the Issuer's part to terminate this Lease Agreement, and no such re-entry or taking of possession by the Issuer shall relieve the Corporation of its obligation to pay Base Rental Payments or Additional Payments (at the time or times provided herein), or of any of its other obligations under this Lease Agreement, all of which shall survive such re-entry or taking of possession, and the Corporation shall continue to pay the Base Rental Payments and Additional Payments provided for in this Lease Agreement until the end of the term, whether or not the Facility shall have been relet, less the net proceeds, if any, of any reletting of the Facility after deducting all of the Issuer's reasonable expenses in or in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation for reletting; or

(d) At any time after the termination of this Lease Agreement pursuant to **Subsection (b)**, whether or not the Issuer shall have collected any current damages, the Issuer shall, at its option, be entitled to recover from the Corporation, and the Corporation will pay to the Issuer on demand, as and for liquidated and agreed final damages for the Corporation's default and in lieu of all current damages beyond the date of such demand, an amount equal to all unpaid installments of rent (as hereinafter defined).

(e) Exercise any or all the rights of and remedies with regard to any personal property included in the Facility available to a secured creditor under the Kansas UCC.

(f) Have reasonable access to and inspect, examine and make copies of the books and records and any and all accounts and data of the Corporation during regular business hours of the Corporation if reasonably necessary in the opinion of the Bond Trustee;

(g) Request that the Master Trustee declare the principal of the Related Master Notes and all interest due thereon to be due and payable or request that the Master Trustee exercise any other remedy under the Master Indenture; or

(h) Take whatever action at law or in equity may appear necessary or desirable to collect the Base Rental Payments or Additional Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Corporation under this Lease Agreement.

If any statute or rule of law shall validly limit the amount of such liquidated final damages to less than the amount agreed upon, the Issuer shall be entitled to the maximum amount allowable under such statute or rule of law. The term "all unpaid installments of rent" shall mean an amount equal to the entire principal amount of the then Outstanding Bonds, together with any applicable redemption premiums and all interest accrued or to accrue on and prior to the next succeeding redemption date or dates on which the Bonds can be redeemed after giving notice to the Owners thereof as required by the Bond Indenture (less

moneys available for such purpose then held by the Bond Trustee), plus any other payments due or to become due hereunder, including, without limitation, any unpaid fees and expenses, including agent and counsel fees, of the Bond Trustee and any paying agents of the Bonds which are then due or will become due under the Bond Indenture.

Any amounts collected pursuant to action taken under this Section shall be paid into the Debt Service Fund and applied in accordance with the Bond Indenture.

Section 9.3. Agreement to Pay Attorneys' Fees and Expenses. In the event the Corporation should default under any of the provisions of this Lease Agreement and the Issuer or the Bond Trustee should employ attorneys or incur other expenses for the collection of payments required hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Corporation contained herein, the Corporation shall on demand therefor pay to the Issuer the reasonable fee of such attorneys and such other expenses so incurred by the Issuer or the Bond Trustee.

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X

OPTIONS; PREPAYMENT OF BASE RENTAL PAYMENTS

Section 10.1. Option or Obligation to Prepay the Base Rental Payments upon Occurrence of Certain Events. The Corporation shall have and is hereby granted the option to prepay the Base Rental Payments, in whole or in part, if an event described in Section 6.7(a) has occurred, provided that the Corporation has elected to prepay the Base Rental Payments in whole or in part pursuant to Section 6.7(b).

To exercise such option, the Corporation shall, within 120 days following the event authorizing or requiring such prepayment, give written notice to the Issuer and to the Bond Trustee and shall specify therein the date of prepaying all the Base Rental Payments or a portion thereof, which date shall be not less than 50 days nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the Bond Indenture, shall make arrangements satisfactory to the Bond Trustee for the giving of the required notice of redemption. The prepayment amount payable by the Corporation in the event of its prepayment of the Base Rental Payments in whole shall be an amount that is required, when added to the amount in the Debt Service Fund and any moneys deposited with the Bond Trustee pursuant to **Section 408** of the Master Indenture, to provide the Bond Trustee with funds or securities sufficient for all Bonds to be deemed to be paid in accordance with **Article XI** of the Bond Indenture and to pay or make provision for payment of all other sums payable under the Bond Indenture in accordance with said **Article XI**.

Section 10.2. Additional Option to Prepay the Base Rental Payments. The Corporation shall have and is hereby granted the option to prepay from time to time all or part of the Base Rental Payments in sums sufficient to redeem or to pay or cause to be paid all or part of the Bonds in accordance with the Bond Indenture. Upon the agreement of the Corporation to deposit moneys in the Redemption Account in an amount sufficient to redeem Bonds subject to redemption, the Issuer, at the request of the Corporation, shall forthwith take all steps (other than the payment of the money required for such redemption) necessary under the applicable redemption provisions of the Bond Indenture to effect redemption of all or part of the then Outstanding Bonds, as may be specified by the Corporation, on the date established for such redemption.

ARTICLE XI

TAX COVENANTS

Section 11.1. Tax Covenants of the Corporation. The Corporation covenants and agrees that it will not take any action or permit any action to be taken that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on any Tax-Exempt Bonds and will take whatever action, or refrain from whatever action, necessary to comply with the requirements of the Internal Revenue Code to maintain the exclusion from gross income for federal income tax purposes of the interest on all Tax-Exempt Bonds, and the Corporation will comply with the Tax Agreements and will pay or provide for payment to the United States Government or the Bond Trustee all rebate payments required under Section 148(f) of the Internal Revenue Code and the Tax Agreements to the extent such amounts are not available to the Bond Trustee in the Rebate Fund held under the Bond Indenture. This covenant shall survive payment in full or defeasance of the Tax-Exempt Bonds.

Section 11.2. Tax Covenants of the Issuer. The Issuer will not intentionally take any action that it knows would adversely affect the exclusion of interest on the Tax-Exempt Bonds from gross income for purposes of federal income taxation.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Compliance with the Master Indenture. The Corporation will abide by the terms, provisions and restrictions set forth in the Master Indenture.

Section 12.2. Financial Statements, Etc. The Corporation shall furnish to the Purchaser, the Bond Trustee and any Registered Owner or beneficial owner of Bonds Outstanding that requests such information in writing copies of all financial statements, reports, certificates and other items or information furnished to the Master Trustee pursuant to Section 412 of the Master Indenture at the same time that they are furnished to the Master Trustee. The Bond Trustee shall have no duty to review any financial statement delivered to it pursuant to the Master Indenture, this Lease Agreement or any other Bond Document and does not have a duty to verify the accuracy of such financial statements. In addition, the Bond Trustee shall not be considered to have notice of the contents of such financial statements or of a default or event of default under the Bond Indenture, the Lease Agreement or any other Bond Document based on such contents.

The Bond Trustee may rely conclusively on any such documents delivered to it pursuant to this **Section 12.2** and shall not be required to make any independent inspection or investigation in connection therewith.

Section 12.3. Further Agreements by the Corporation with Others. The rights and interests granted to the Corporation by this Lease Agreement are rights and interests granted by the Issuer and the covenants and agreements made by the Corporation in this Lease Agreement are made to the Issuer for the benefit of the Issuer, the Bond Trustee and the Bondholders. The Corporation may make additional covenants to and agreements with others with respect to the matters and property covered hereby, including the covenants and agreements set forth in the Master Indenture; provided that they do not infringe upon the rights and interests granted to, or retained by, the Issuer, the Bond Trustee or the Bondholders.

Section 12.4. Corporation to Provide Health Care Services. The Corporation shall continue to provide senior living and related health care services as its primary business.

Section 12.5. Further Assurances and Corrective Instruments. The Issuer and the Corporation will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Lease Agreement.

Section 12.6. The Corporation Representative. Whenever under this Lease Agreement the approval of the Corporation is required or the Corporation is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by the Corporation Representative. The Bond Trustee and any party hereto shall be authorized to act on any such approval or request.

Section 12.7. Term of Lease Agreement. This Lease Agreement shall remain in full force and effect from the date hereof until the Bonds have been fully paid or provision made for such payment pursuant to Article VIII of the Bond Indenture and all Additional Payments due hereunder have been paid.

Section 12.8. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed and addressed as specified in Section 1203 of the Bond Indenture.

A duplicate copy of each notice required to be given hereunder to the Bond Trustee, the Issuer or the Corporation shall also be given to the other parties specified in **Section 1203** of the Bond Indenture.

The Issuer, the Corporation, the Bond Trustee and the Purchaser may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 12.9. Issuer Not Liable. Notwithstanding any other provision of this Lease Agreement (a) the Issuer shall not be liable to the Corporation, the Bond Trustee or any other person for any failure of the Issuer to take action under this Lease Agreement unless the Issuer (i) is requested in writing by an appropriate person to take such action, (ii) is assured of payment of or reimbursement for any expense in such action by the Corporation, and (iii) is afforded, under the existing circumstances, a reasonable period to take action, and (b) except with respect to any action for specific performance or any action in the nature of a prohibitory or mandatory injunction, neither the Issuer nor any director, official, attorney, consultant, agent or employee of the Issuer shall be liable to the Corporation, the Bond Trustee or any other person for any action taken by the Issuer or by its directors, officials, agents, attorneys, consultants or employees, or for any failure to take action under this Lease Agreement or the Bond Indenture. In acting under this Lease Agreement, or in refraining from acting under this Lease Agreement, the Issuer may conclusively rely on the advice of its counsel.

Section 12.10. Amendments, Changes and Modifications. Subsequent to the issuance of Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with **Article XI** of the Bond Indenture), and except as otherwise herein expressly provided, this Lease Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Bond Trustee, in accordance with the Bond Indenture.

Section 12.11. Severability. If any provision of this Lease Agreement shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Lease Agreement contained shall not affect the remaining portions of this Lease Agreement, or any part thereof.

Section 12.12. Execution in Counterparts; Electronic Transactions. This Lease Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The transaction described herein may be conducted and related documents may be sent, received, and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12.13. Governing Law. This Lease Agreement is governed by the laws of the State, without regard to the choice of law rules of the State. Venue for any action under this Lease Agreement to which the Issuer is a party shall lie within the district court of the State located in Sedgwick County, and the parties hereto consent to the jurisdiction and venue of any such court and hereby waive any argument that venue in such forums is not convenient.

IN WITNESS WHEREOF, the Issuer has caused this Lease Agreement to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials and the Corporation has caused this Lease Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

CITY OF BEL AIRE, KANSAS

(Seal)

By: _____
Name: Jim Benage
Title: Mayor

ATTEST:

Name: Melissa Krehbiel
Title: City Clerk

CATHOLIC CARE CENTER, INC.

By: _____

Title: Chief Executive Officer

SCHEDULE 1

Description of the Facility

All real property, buildings, improvements, equipment, furnishings and machinery owned or leased by the Corporation and financed or refinanced in whole or in part with the proceeds of the Series 2022 Bonds and any Additional Bonds and located or to be located on the following property:

[*Legal description to come.*]

Gilmore & Bell, P.C.
Draft: May 3, 2022

BASE LEASE AGREEMENT

Dated as of June 1, 2022

Between

CATHOLIC CARE CENTER, INC.,
as Lessor

And

CITY OF BEL AIRE, KANSAS
as Lessee

Relating to:

[\$[Principal Amount A]
City of Bel Aire, Kansas
Health Care Facilities
Revenue Bond
(Catholic Care Center)
Series 2022A

[\$[Principal Amount B]
City of Bel Aire, Kansas
Health Care Facilities
Revenue Bond
(Catholic Care Center)
Series 2022B

BASE LEASE AGREEMENT

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Exhibit A – Description of the Project

BASE LEASE AGREEMENT

THIS BASE LEASE AGREEMENT dated as of June 1, 2022 (this “**Base Lease**”), by and between **CATHOLIC CARE CENTER, INC.**, a Kansas not for profit corporation, as lessor (the “**Corporation**”), and the **CITY OF BEL AIRE, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas, as lessee (the “**Issuer**”).

RECITALS:

1. The Corporation has requested that the Issuer issue its Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022A, in the principal amount of \$[Principal Amount A] (the “Series 2022A Bond”) and its Health Care Facilities Revenue Bond (Catholic Care Center), Series 2022B, in the principal amount of \$[Principal Amount B] (the “Series 2022B Bond” and, together with the Series 2022A Bond, the “Series 2022 Bonds”), pursuant to the Bond Trust Indenture of even date herewith (the “**Bond Indenture**”) between the Issuer and Security Bank of Kansas City, as trustee (the “**Bond Trustee**”) for the purpose of providing funds to (i) refinance the Refinanced Obligations (as defined in the Bond Indenture), (ii) pay costs of purchasing, acquiring, constructing, reconstructing, improving, equipping, furnishing, repairing, enlarging or remodeling the Facility (as defined in the Bond Indenture), and (iii) pay certain costs related to the issuance of the Series 2022 Bonds.

2. In order to satisfy the requirements of the Act (as defined in the Bond Indenture), the Issuer proposes to purchase and acquire a leasehold interest in the Facility (as defined in the Bond Indenture) pursuant to this Base Lease and proposes to sublease the Facility to the Corporation pursuant to the Lease Agreement dated as of June 1, 2022 between the Issuer, as sublessor, and the Corporation, as sublessee (the “**Lease Agreement**”), for rentals which will be sufficient to provide for the payment of the principal, redemption premium, if any, and interest on the Series 2022 Bonds.

3. The Corporation proposes to lease the Facility to the Issuer and the Issuer desires to lease the Facility from the Corporation upon the terms and conditions and for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Bond Indenture.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by Corporation. The Corporation represents and warrants that:

(a) The Corporation is a not for profit corporation duly organized and existing under the laws of the State of Kansas, has power and authority to own its properties and carry on its business as now being conducted, and is duly qualified to do such business in the State of Kansas and wherever else such qualification is required.

(b) Neither the execution and delivery of this Base Lease, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Base Lease conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which it is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(c) The Corporation is the owner of the Facility.

Section 2.2. Representations by Issuer. The Issuer represents and warrants that:

(a) The Issuer is a municipal corporation organized and existing under the laws of the State of Kansas. Under the provisions of the Act, the Issuer has lawful power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder. The Issuer has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers. The Issuer agrees that it will do or use its best efforts to cause to be done all things necessary to preserve and keep in full force and effect the Issuer's existence.

(b) The Issuer is authorized, and has taken all necessary action, to issue the Series 2022 Bonds to provide funds for the purposes set forth in the Bond Indenture, and proposes by the Lease Agreement to sublease the Facility to the Corporation.

(c) No member of the governing body of the Issuer or any other officer of the Issuer has any significant or conflicting interest, financial, employment or otherwise, in the Corporation or in the transactions contemplated hereby.

ARTICLE III

LEASE OF THE FACILITY

Section 3.1. Lease of the Facility. The Corporation hereby, rents, leases and lets to the Issuer the Corporation's interest in the Facility, which Facility is described on **Exhibit A**, attached hereto and incorporated herein, and the Issuer rents, leases and hires the Facility from the Corporation, for rentals and upon and subject to the terms and conditions herein set forth, for a term commencing on the date hereof and ending on December 1, 2060; provided, however, this Base Lease shall remain in full force and effect so long as any obligation of the Corporation under the Lease Agreement shall be outstanding and so long as the Lease Agreement shall remain in effect (the "**Lease Term**"), unless sooner terminated in a manner provided for herein, provided that the Corporation shall not exercise any right so reserved in any manner that will interfere with any rights of the Issuer hereunder.

ARTICLE IV

QUIET ENJOYMENT; RENTAL PROVISIONS

Section 4.1. Quiet Enjoyment. The Corporation hereby covenants and agrees that it will not take any action, other than pursuant to **Article V, VII or VIII** of this Base Lease, to prevent the Issuer from having quiet and peaceable possession and enjoyment of the Facility during the Lease Term and will, at the request of the Issuer, and at the expense of the Corporation, cooperate with the Issuer in order that the Issuer may have quiet and peaceable possession and enjoyment of the Facility and will defend the Issuer's enjoyment thereof against all parties.

Section 4.2. Consideration and Rentals. The Issuer shall deposit the proceeds from the sale of the Series 2022 Bonds with the Bond Trustee in accordance with the Bond Indenture. Such deposit shall constitute full and complete payment of all rentals due hereunder and following such deposit the Issuer shall not have any obligation to make any payments to any Person in connection with this Base Lease.

Section 4.3. Sublease by Issuer. It is understood and agreed by the Issuer and the Corporation that the Issuer will sublease the Facility to the Corporation pursuant to the Lease Agreement. The Issuer shall at no time agree to any amendment or modification of the provisions of the Lease Agreement without the prior written consent of the Corporation and the Bond Trustee.

Section 4.4. Payment of Taxes. The Corporation covenants and agrees that it will, from time to time, promptly pay and discharge or cause to be paid and discharged when due and prior to delinquency all taxes, assessments and other governmental charges lawfully imposed upon the Facility or any part thereof or upon the income and profits thereof.

ARTICLE V

SPECIAL COVENANTS

Section 5.1. Granting of Easements. If no Event of Default under this Base Lease shall have happened and be continuing, the Corporation may, to the extent permitted under the Bond Indenture, at any time or times (a) grant easements, licenses, rights-of-way and other rights or privileges in the nature of easements with respect to any property included in the Facility, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Corporation shall determine. The Issuer agrees that it will execute and deliver or will cause and direct the Bond Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer and the Bond Trustee of (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by the Corporation Representative requesting such instrument, and (iii) a certificate executed by the Corporation Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Corporation, is permitted by the Bond Indenture, will not impair the effective use or interfere with the efficient and economical operation of the Facility, and will not materially adversely affect the security intended to be given by or under the Bond Indenture.

Section 5.2. Indemnification.

(a) The Corporation releases the Issuer and the Bond Trustee from, agrees that the Issuer shall not be liable for, and indemnifies the Issuer and Bond Trustee against, all liabilities, losses, damages (including reasonable attorneys' fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the Issuer on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the construction, maintenance, operation and use of the Facility; (ii) any breach or default on the part of the Corporation in the performance of any covenant or agreement of the Corporation under the Transaction Documents, or any related document, or arising from any act or failure to act by the Corporation, or any of its agents, contractors, servants, employees or licensees; (iii) violation of any law, ordinance or regulation affecting the Facility or a part thereof or the ownership, occupancy or use thereof; (iv) the authorization, issuance and sale of the Series 2022 Bonds, and the provision of any information furnished in connection therewith concerning the Facility or the Corporation (including, without limitation, any information furnished by the Corporation for inclusion in, or as a basis for preparation of, the information statements filed by the Issuer) or arising from (1) any errors or omissions of any nature whatsoever such that the Series 2022 Bonds, when delivered to the owners thereof, are not validly issued and binding obligations of the Issuer or (2) any fraud or misrepresentations or omissions contained in the proceedings of the Issuer furnished by or attributable to the Corporation relating to the issuance of the Series 2022 Bonds or pertaining to the financial condition of the Corporation which, if known to the Bondholders, might be considered a material factor in the decision to purchase the Series 2022 Bonds; and (v) any claim or action or proceeding with respect to the matters set forth in subsections (i), (ii), (iii) and (iv) above brought thereon; provided, however, the indemnification contained in this paragraph shall not extend to the Issuer if such loss, claim, damage, liability or expense is the result of (a) the Issuer's (or any employees or agents thereof) own willful and malicious misconduct, or

(b) the Issuer not following the valid written instructions of the Corporation or the Bond Trustee relating to the Series 2022 Bonds delivered to the Issuer pursuant to the terms of the Bond Documents.

(c) In case any action or proceeding is brought against the Issuer in respect of which indemnity may be sought hereunder, the Issuer shall promptly give notice of that action or proceeding to the Corporation, and the Corporation upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of the Issuer to give that notice shall not relieve the Corporation from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Corporation. The Issuer may employ separate counsel and participate in the defense at its own expense. The Corporation shall not be liable for any settlement without its consent.

(d) The indemnification set forth above is intended to and shall include the indemnification of all affected members of the Issuer's governing body, officials, officers, attorneys, accountants, financial advisors, staff and employees of the Issuer. Such indemnification is intended to and shall be enforceable by the Issuer to the full extent permitted by law.

ARTICLE VI

ASSIGNMENT, SUBLEASING AND MORTGAGING

Section 6.1. No Assignment, Subleasing and Mortgaging of the Facility by the Issuer. The Issuer agrees that, except for the assignment of its interest in the Lease Agreement to the Bond Trustee pursuant to the Bond Indenture, it will not sell, assign, convey, mortgage, encumber or otherwise dispose of its interest in this Base Lease or any part of its interest in the Facility except as permitted by this Base Lease and the Lease Agreement during the Lease Term. If the laws of the State of Kansas at the time shall so permit, nothing contained in this Section shall prevent the consolidation of the Issuer with, or merger of the Issuer into, or transfer of the complete interest of the Issuer in the Facility to, any municipal or public corporation whose property and income are not subject to taxation and which has corporate authority to carry on the business of leasing the Facility; provided that, upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Base Lease to be kept and performed by the Issuer, shall be expressly assumed in writing by such entity resulting from such consolidation or surviving such merger or to which the Issuer's complete interest in the Facility shall be transferred.

Section 6.2. Subordination to Master Trustee. The Issuer acknowledges that the Corporation has granted a Mortgage, Security Agreement, and Assignment of Leases and Rents of even date herewith (the "**Mortgage**"), UCC financing statements and other security documents on the Facility to the Master Trustee in connection with the issuance of the Series 2022 Bonds. The Issuer agrees that in such case this Base Lease would be subject to and subordinate to the Mortgage and such other security documents and that the Master Trustee shall not be required to grant any rights of non-disturbance with respect to this Base Lease. Upon the request of the Corporation, the Issuer shall provide any additional documentation evidencing such subordination as required by the Master Trustee.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1. Events of Default. An "Event of Default" or "default" shall mean, wherever used in this Base Lease, any failure by the Issuer to observe and perform any covenant, condition or agreement in this Base Lease on its part to be observed or performed and the lapse of a period of 60 days after written notice, specifying such failure and requesting that it be remedied, given to the Issuer and the Bond Trustee by the Corporation, unless the Corporation shall agree in writing to an extension of such time prior to its expiration.

Section 7.2. Remedies on Default. Whenever an Event of Default specified in **Section 7.1** hereof shall have happened and be continuing, the Corporation shall have the option to provide for the termination of this Base Lease in the manner provided in **Article VIII**. The Issuer and the Corporation shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Base Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity; provided, however, no remedy shall be exercised against such party in any manner which may impair the payment of principal of, premium, if any, or interest on any of the Series 2022 Bonds.

Section 7.3. Performance by Issuer. The Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so by the Corporation in writing, or shall have received the instrument to be executed, and at the Issuer's option shall have received from the Corporation assurance or indemnity satisfactory to the Issuer that the Issuer shall be reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument. Nothing in this Section is intended to imply that the Issuer must take any action or execute any instrument unless specifically required to do so by this Base Lease.

ARTICLE VIII

EARLY TERMINATION OF THIS BASE LEASE AGREEMENT; RELEASE OF PORTION OF FACILITY

Section 8.1. Early Termination of this Base Lease.

(a) In the event the Corporation shall cause all of the Bonds to be paid in the manner set forth in **Article XI** of the Bond Indenture, the Corporation shall be entitled to terminate this Base Lease prior to the end of the Lease Term upon written notice to the Issuer and the Bond Trustee. Upon such termination the Issuer shall deliver to the Corporation any instruments which may be reasonably required by the Corporation to evidence such termination and the relinquishment of all of the Issuer's rights and interest in the Facility and in this Base Lease.

(b) In the event that the Master Trustee exercises its rights of foreclosure pursuant to the terms of the Mortgage and subsequently takes title to the Facility, the Master Trustee, shall be entitled to terminate this Base Lease upon five (5) days written notice to the Issuer, provided, that the Corporation shall remain liable for all outstanding amounts owed to Issuer under this Base Lease or the Lease Agreement, including, but not limited to, the payment of principal, premium, if any, or interest on any of the Series 2022 Bonds.

Section 8.2 Release of Portion of Facility. A portion of the Facility may be released from the provisions of this Base Lease to the extent such portion of the Facility has been released from the Mortgage upon compliance with **Section 12** of the Mortgage. The Issuer and the Corporation shall execute a supplement to this Base Lease as necessary to effectuate such release.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given to the appropriate notice address by the methods set forth in the Bond Indenture. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Corporation to the other shall also be given to the Bond Trustee and the Master Trustee. A duplicate copy of each notice given by the Issuer or the Corporation or either of them to the Bond Trustee shall also be given to the other party hereto. The Issuer, the Corporation and the Bond Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 9.2. Binding Effect. This Base Lease shall inure to the benefit of and shall be binding upon the Issuer, the Corporation and their respective successors and assigns. The Bond Trustee, the Master Trustee, and Bondholders shall be third-party beneficiaries of this Base Lease.

Section 9.3. Severability. In the event any provision of this Base Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4. Amounts Remaining in Funds and Accounts. It is agreed by the parties hereto that any amounts remaining in the Funds and Accounts under the Bond Indenture upon (i) expiration or sooner termination of this Base Lease as provided herein or after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Bond Indenture), and (ii) payment of fees and expenses of the Bond Trustee in accordance with the Bond Indenture, shall be paid in accordance with the provisions of the Bond Indenture.

Section 9.5. Amendments, Changes and Modifications. Subsequent to the issuance of the Series 2022 Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of **Article XI** of the Bond Indenture), this Base Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the parties hereto and the Bond Trustee.

Section 9.6. Execution in Counterparts. This Base Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.7. Electronic Transactions. The parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 9.8. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

Section 9.9. Captions. The captions or headings in this Base Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Base Lease.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused this Base Lease to be executed in its name and its seal to be hereunto affixed and attested by its duly authorized officers and the Corporation has caused this Base Lease to be executed in its name by its duly authorized officer all as of the date first above written.

CATHOLIC CARE CENTER, INC.

By: _____
Title: Chief Executive Officer

CITY OF BEL AIRE, KANSAS

(Seal)

By: _____

Name: Jim Benage

Title: Mayor

ATTEST:

Name: Melissa Krehbiel

Title: City Clerk

EXHIBIT A

Description of the Facility

All real property, buildings, improvements, equipment, furnishings and machinery owned or leased by the Corporation and financed or refinanced in whole or in part with the proceeds of the Series 2022 Bonds and any Additional Bonds and located or to be located on the following property:

[*Legal description to come.*]

Exhibit A

GILMORE & BELL, P.C.
APRIL 22, 2022

ORDINANCE NO. ____

**OF THE
CITY OF BEL AIRE, KANSAS**

**AUTHORIZING THE ISSUANCE OF
\$8,000,000 MULTIFAMILY HOUSING REVENUE BONDS
SERIES 2022
(HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC)**

(Published in *The Ark Valley News*, May 26, 2022)

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS TO ISSUE ITS MULTIFAMILY HOUSING REVENUE BONDS, SERIES 2022 (HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC) FOR THE PURPOSE OF PAYING COSTS TO ACQUIRE, CONSTRUCT AND EQUIP A SENIOR RESIDENCE FACILITY; AND AUTHORIZING CERTAIN OTHER RELATED DOCUMENTS AND ACTIONS.

THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS HAS FOUND AND DETERMINED:

A. The City of Bel Aire, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) in the aggregate principal amount not to exceed \$8,000,000 (the "Series 2022 Bonds"), for the purpose of paying the costs to acquire, construct and equip a senior residence facility (the "Project"), as more fully described in the Indenture and in the Lease authorized in this Ordinance, for lease to Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2022 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

- (i) a Trust Indenture (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series 2022 Bonds;
- (ii) a Site Lease (the "Site Lease") with the Tenant under which the Tenant will lease an interest in the Real Property to the Issuer;
- (iii) a Project Lease (the "Project Lease") with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments;
- (iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2022 Bonds by the Issuer to Homestead Senior Residences Bel Aire, LLC, Holton, Kansas (the "Purchaser"); and
- (v) an Origination Fee Agreement (the "Origination Fee Agreement") to be entered into between the Issuer and the Tenant in conjunction with the issuance of the Series 2022 Bonds.

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2022 Bonds is eligible for

exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 10 years. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BEL AIRE, KANSAS:

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Project Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to lease the Real Property and cause the Project to be acquired, constructed and equipped in the manner described in the Indenture, the Site Lease and the Project Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2022 Bonds, to be designated "City of Bel Aire, Kansas Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC)" in the aggregate principal amount of not to exceed \$8,000,000, for the purpose of providing funds to pay the costs to acquire, construct and equip the Project. The Series 2022 Bonds will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series 2022 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease. The Series 2022 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Indenture.** The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2022 Bonds on the terms and conditions in the Indenture.

Section 5. **Lease of the Project.** The Issuer will lease an interest in the Real Property and acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6. **Authorization of Bond Purchase Agreement.** The Issuer is authorized to sell the Series 2022 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. **Authorization of Origination Fee Agreement.** At or prior to the issuance of the Series 2022 Bonds, the Issuer will enter into the Origination Fee Agreement with the Tenant providing for the payment to the Issuer of an origination fee upon the terms and subject to the conditions set forth in the agreement, in the form approved in this Ordinance.

Section 8. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2022 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor, or member of the Issuer's

governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2022 Bonds, the Bond Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 9. Property Tax Exemption. The Project will be exempt from ad valorem property taxes for an initial period of five (5) years, commencing in the calendar year after the calendar year in which the Series 2022 Bonds are issued, , and for an additional five (5) year period for a total of ten (10) years, if the additional five (5) year period is approved by the then current governing body of the Issuer, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals.

Section 10. Pledge of the Project and Net Lease Rentals. The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series 2022 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2022 Bonds are paid or deemed to have been paid under the Indenture.

Section 11. Authority To Correct Errors and Omissions. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 12. Further Authority. The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2022 Bonds and the Bond Documents.

Section 13. Effective Date. This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

PASSED by the governing body of the Issuer on May 17, 2022 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. ____ of the City of Bel Aire, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this Ordinance, and that the signed original of the Ordinance is on file in my office.

[SEAL]

City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF BEL AIRE, KANSAS
HELD ON MAY 17, 2022**

The governing body of the City of Bel Aire, Kansas met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented for final passage an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS TO
ISSUE ITS MULTIFAMILY HOUSING REVENUE BONDS, SERIES 2022
(HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC) FOR THE PURPOSE
OF PAYING COSTS TO ACQUIRE, CONSTRUCT AND EQUIP A SENIOR
RESIDENCE FACILITY; AND AUTHORIZING CERTAIN OTHER RELATED
DOCUMENTS AND ACTIONS.**

Thereupon, Councilmember _____ moved that the Ordinance be passed. The motion was seconded by Councilmember _____. The Ordinance was duly read and considered, and upon being put, the motion for the final passage of the Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No _____ and was signed by the Mayor and the signature attested by the City Clerk.

* * * * *

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Bel Aire, Kansas held on the date stated therein, and that the official minutes of the proceedings are on file in my office.

[SEAL]

City Clerk

(Published in *The Ark Valley News* on May 26, 2022)

SUMMARY OF ORDINANCE NO. []

On May 17, 2022, the governing body of the City of Bel Aire, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF BEL AIRE, KANSAS TO ISSUE ITS MULTIFAMILY HOUSING REVENUE BONDS, SERIES 2022 (HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC) FOR THE PURPOSE OF PAYING COSTS TO ACQUIRE, CONSTRUCT AND EQUIP A SENIOR RESIDENCE FACILITY; AND AUTHORIZING CERTAIN OTHER RELATED DOCUMENTS AND ACTIONS.

The Ordinance authorizes the Issuer to issue its Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) in the aggregate principal amount not to exceed \$8,000,000 (the "Series 2022 Bonds"), for the purpose of paying the costs to acquire, construct and equip a senior residence facility (the "Project"), as more fully described in the Indenture, the Site Lease and the Project Lease authorized by the Ordinance. The Project will be leased by the Issuer to Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company. In connection with the issuance of the Series 2022 Bonds, the Issuer approves a five (5) year exemption from ad valorem property taxes for the Project and an additional five (5) year period for a total of ten (10) years, if the additional five (5) year period is approved by the then current governing body of the Issuer.

A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 7651 E. Central Park Ave., Bel Aire, Kansas A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.belaireks.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: _____, 20__.

City Attorney

GILMORE & BELL, P.C.
APRIL 22, 2022

CITY OF BEL AIRE, KANSAS

AS ISSUER

AND

**SECURITY BANK OF KANSAS CITY
KANSAS CITY, KANSAS**

AS TRUSTEE

TRUST INDENTURE

DATED AS OF JUNE 1, 2022

**NOT TO EXCEED \$8,000,000
MULTIFAMILY HOUSING REVENUE BONDS
SERIES 2022
(HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC)**

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE, dated as of June 1, 2022 (the "Indenture"), between the City of Bel Aire, Kansas (the "Issuer"), and Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee");

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 *et seq.* (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities; and

WHEREAS, pursuant to such authorization, the Issuer's governing body has passed an ordinance authorizing the Issuer to issue its Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC), in the principal amount not to exceed \$8,000,000 (the "Series 2022 Bonds"), for the purpose of providing funds to acquire, construct and equip a senior residence facility (the "Project" as hereinafter more fully described), and authorizing the Issuer to lease the Project to Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company (the "Tenant"); and

WHEREAS, pursuant to such ordinance, the Issuer is authorized (i) to execute and deliver this Indenture for the purpose of issuing and securing the Series 2022 Bonds and any Additional Bonds (collectively the "Bonds"), as hereinafter provided, (ii) to enter into a Site Lease of even date herewith (the "Site Lease"), between the Issuer and the Tenant under which the Issuer will receive a leasehold interest in the Real Property, and (iii) to enter into a Project Lease of even date herewith (the "Project Lease"), between the Issuer and the Tenant, pursuant to which Issuer shall lease the Project to the Tenant, in consideration of rentals which are intended to be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Series 2022 Bonds as the same become due; and

WHEREAS, all things necessary to make the Series 2022 Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding limited obligations of the Issuer, and to make this Indenture a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal of, premium, if any, and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Series 2022 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 2022 Bonds by the Original Purchaser thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign unto the Trustee and its successors and assigns, and grant to the Trustee and its successors and assigns a security interest in the property described in paragraphs (a) and (b) below (the property being herein referred to as the "Trust Estate"), to wit:

(a) All right, title and interest of the Issuer in, to and under the Site Lease and Project Lease (including, but not limited to, the right to enforce any of the terms thereof but excluding the Unassigned Issuer's Rights), and all rents, revenues and receipts derived by the Issuer from the Project including, without limitation, all Basic Rent derived by the Issuer under and pursuant to and subject to the provisions of the Site Lease and Project Lease;

(b) All moneys and securities held by the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the Issuer, by the Tenant or by anyone in their behalf, or with their written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned, or agreed or intended so to be, to the Trustee and its successors in trust and assigns;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of the Series 2022 Bonds and any Additional Bonds issued and Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the Issuer shall pay, or cause to be paid, the principal of, premium, if any, and interest on all the Bonds, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, or shall provide for the payment thereof (as provided in *Article XII* hereof), and shall pay or cause to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Indenture, Site Lease and the Project Lease, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means K.S.A. 12-1740 *et seq.*

"Additional Bonds" means any Bonds issued in addition to the Series 2022 Bonds pursuant to *Section 2.09* of this Indenture.

"Authorized Denomination" means \$5,000 or any integral multiples thereof.

"Authorized Tenant Representative" means the Manager of the Tenant, or such other person as is designated to act on behalf of the Tenant as evidenced by written certificate furnished to the Trustee, containing the specimen signature of such person and signed on behalf of the Tenant by its Manager or any Member of the Tenant. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

"Bond" or **"Bonds"** means the Series 2022 Bonds and any Additional Bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C. or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to Issuer and Tenant.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated June 1, 2022, between the Issuer and the Original Purchaser.

"Bond Registrar" means the Trustee.

"Business Day" means a day which is not a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the legislature of the State and on which banks in the State are not authorized to be closed.

"Change of Circumstances" means the occurrence of any of the following events:

- (a) title to, or the temporary use of, all or any substantial part of the Project shall be condemned by any authority exercising the power of eminent domain;
- (b) title to all or any substantial portion of the Real Property is found to be deficient or nonexistent to the extent that the Project is untenable or the efficient utilization of the Project by the Tenant is substantially impaired;
- (c) all or a substantial portion of the Improvements are damaged or destroyed by fire or other casualty; or
- (d) as a result of: (i) changes in the constitution of the State; or (ii) any legislative or administrative action by the State or any political subdivision thereof, or by the United States; or (iii) any action instituted in any court, the Site Lease and Project Lease shall become void or unenforceable, or impossible of performance without unreasonable delay, or in any other way by reason of such changes of circumstances, unreasonable burdens or excessive liabilities are imposed upon Issuer or Tenant.

"Construction Period" means the period from the beginning of acquisition or construction of Improvements to their Completion Date.

"Costs of Issuance" means any and all expenses of whatever nature incurred in connection with the issuance and sale of Bonds, including, but not limited to, underwriting fees and expenses, underwriting

discount, initial fees of the Trustee, administrative fees or expenses of the Issuer, bond and other printing expenses and legal fees and expenses of Bond Counsel, Issuer's counsel and counsel for the Tenant.

"Dated Date" means June 1, 2022.

"Debt Service Fund" means the "City of Bel Aire, Kansas Debt Service Fund (Homestead Senior Residences Bel Aire, LLC)" authorized and established with the Trustee pursuant to the Indenture.

"Default Administration Costs" means the reasonable fees, charges, costs, advances and expenses of the Trustee incurred in anticipation of an Event of Default, or after the occurrence of an Event of Default, including, but not limited to, counsel fees, litigation costs and expenses, the expenses of maintaining and preserving the Project and the expenses of re-letting or selling the Project.

"Draw Date" means each date following the Issue Date on which the Original Purchaser makes payment of all or part of the Purchase Price.

"Event of Default" means one of the following events:

- (a) Default in the due and punctual payment of any interest on any Bond;
- (b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond on the Stated Maturity or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;
- (c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in any Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof shall have been given to the Issuer and the Tenant by the Trustee, or to the Trustee, the Issuer and the Tenant by Owner(s) of Bonds owning not less than 25% in aggregate principal amount of Bonds then Outstanding; provided, however, if any default shall be such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Tenant within such period and diligently pursued until such default is corrected; or
- (d) An "Event of Default" as defined in the Project Lease.

"Funds and Accounts" means funds and accounts created pursuant to or referred to in *Section 5.01* hereof.

"Government Securities" means direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Improvements" means all buildings, building improvements, machinery and equipment purchased in whole or in part from the proceeds of the Bonds.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of *Article XI* of this Indenture.

"Interest Payment Date" means any date on which any interest is payable on any Bond. With respect to the Series 2022 Bonds, it means December 31, 2032.

"Investment Contract" means an agreement to deposit all or any portion of the proceeds of the sale of the Bonds with a bank, with the deposits to bear interest at an agreed rate.

"Investment Securities" means any of the following securities, and to the extent the same are at the time permitted for investment of funds held by the Trustee pursuant to this Indenture:

- (a) Government Securities;
- (b) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, National Bank for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Association;
- (c) savings or other depository accounts or certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee and its affiliates), provided that such deposits shall be either of a bank, trust company or national banking association continuously and fully insured by the Federal Deposit Insurance Corporation, or continuously and fully secured by excess deposit insurance purchased through a private insurer, or such securities as are described above in clauses (a) or (b), which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such deposits and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association accepting such deposit or issuing such certificate of deposit;
- (d) any Investment Contract or repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (a) or (b) above;
- (e) any investment in shares or units of a money market fund or trust rated "AAAm" or "AAAm-G" or better by S&P Global Ratings (including one offered, managed or otherwise made available through the Trustee or any affiliate);
- (f) investments in shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in clauses (a), (b) or (c) above.

"Issue Date" means the date when the Issuer delivers the Bonds to the Original Purchaser in exchange for the initial payment of all or part of the Purchase Price.

"Issuer" means the City of Bel Aire, Kansas, a city of the second class organized under the laws of the State, and its successors and assigns.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Notice Representative" means:

- (1) With respect to the Tenant, its Managing Member at its Notice Address (as defined in the Project Lease).

(2) With respect to the Issuer, its duly acting clerk at its Notice Address (as defined in the Project Lease).

(3) With respect to the Trustee, any corporate trust officer at its Notice Address (as defined in the Project Lease).

"Original Proceeds" means all sale proceeds, including accrued interest, from sale of the Series 2022 Bonds to the Original Purchaser and all investment earnings credited to the Project Fund prior to the Completion Date.

"Original Purchaser" means Homestead Senior Residences Bel Aire, LLC, Holton, Kansas.

"Outstanding" means, as of a particular date all Bonds issued, authenticated and delivered under this Indenture (including any Supplemental Indentures), except:

(a) Bonds canceled by the Trustee or delivered to the Trustee for cancellation pursuant to this Indenture;

(b) Bonds for the payment or redemption of which moneys or investments have been deposited in trust with the Trustee and irrevocably pledged to such payment or redemption in accordance with the provisions of *Section 12.02* of this Indenture; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or "Owners" means the owner of any Bond as shown on the registration books of the Trustee maintained as provided in this Indenture.

"Paying Agent" means the Trustee.

"Payment Date" means any Interest Payment Date or any Principal Payment Date.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Principal Payment Date" means any date on which principal on any Bond is due and payable, whether at the Stated Maturity or earlier required redemption thereof. With respect to the Series 2022 Bonds, the Principal Payment Date is December 31, 2032.

"Project" means the Real Property and the Improvements.

"Project Additions" means any Improvements acquired, constructed or installed from proceeds of any series of Additional Bonds authorized and issued pursuant to this Indenture. It also includes any alterations or additions made to the Project to the extent provided in *Articles XI* and *XII* of the Project Lease.

"Project Costs" means those costs incurred in connection with the Real Property, and the construction or installation of any Improvements, including:

(a) all costs and expenses necessary or incident to the acquisition of such of the Improvements as are acquired, constructed or in progress at the date of such issuance of the Series 2022 Bonds;

(b) fees and expenses of architects, appraisers, surveyors, engineers and other professional consultants for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of acquisition, construction, preparation of plans, drawings and specifications and supervision of construction and installation, as well as for the performance of all other duties of architects, appraisers, surveyors, engineers and other professional consultants in relation to the acquisition, construction or installation of the Improvements or the issuance of Bonds;

(c) all costs and expenses incurred in constructing, acquiring or installing the Improvements;

(d) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Tenant for acquisition or performance of work on the Improvements prior to the issuance of the Bonds;

(e) the cost of the title insurance policies and the cost of any insurance and performance and payment bonds maintained during the Construction Period in accordance with *Article VI* of the Project Lease, respectively;

(f) interest accruing on the Series 2022 Bonds prior to the Completion Date, if and to the extent Original Proceeds deposited to the credit of the Debt Service Fund pursuant to *Section 602* of this Indenture are insufficient for payment of such interest; and

(g) Costs of Issuance.

"Project Fund" means the "City of Bel Aire, Kansas Project Fund (Homestead Senior Residences Bel Aire, LLC)" authorized and established with the Trustee pursuant to the Indenture.

"Project Lease" means the Project Lease delivered concurrently with this Indenture between the Issuer and the Tenant, as from time to time amended and supplemented in accordance with the provisions thereof and of *Article XI* of this Indenture.

"Purchase Price" means the amount set forth in the Bond Purchase Agreement.

"Real Property" means the real property (or interests therein) described in *Schedule I* to the Project Lease.

"Record Date" means the fifteenth day of the month preceding each Interest Payment Date, or if such date is not a Business Day, the Business Day immediately preceding such date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Indenture.

"Rental Payments" means the aggregate of the Basic Rent and Additional Rent payments provided for pursuant to *Article III* of the Project Lease.

"Series 2022 Bonds" means the City of Bel Aire, Kansas Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) dated June 1, 2022 in the aggregate principal amount not to exceed \$8,000,000.

"Site Lease" means that certain Site Lease dated as of June 1, 2022, as from time to time amended or supplemented, between the Tenant, as lessor, and the Issuer, as lessee, creating a leasehold interest of the Real Property for the Issuer.

"State" means the State of Kansas.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Indenture as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Supplemental Indenture" means any indenture supplementing or amending this Indenture entered into by the Issuer and the Trustee pursuant to *Article XI* of this Indenture.

"Tenant" means Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company, its successors and assigns.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means Security Bank of Kansas City, Kansas City, Kansas, a banking corporation or association incorporated under the laws of the United States or one of the states thereof, in its capacity as trustee, bond registrar and paying agent, and its successor or successors serving as Trustee under this Indenture.

"Unassigned Issuer's Rights" mean the rights of the Issuer pursuant to the Project Lease to indemnification, to consent, to receive notice, to receive purchase option payments, to be insured or to receive money for its own account for payment of fees or expenses advanced by the Issuer in connection with the Project Lease, all in accordance with the terms of the Project Lease.

Section 1.02. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations, trusts and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this Indenture to designated "Articles", "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this Indenture as originally executed. The words "herein", "hereof", "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 2.01. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Bel Aire, Kansas Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC)," with such other appropriate particular designation added to or incorporated in such title for the Bonds of any particular series of Additional Bonds as the Issuer may determine. The total principal amount of Bonds that may be issued hereunder is hereby expressly limited to the \$8,000,000 principal amount of Series 2022 Bonds and any Additional Bonds permitted hereunder.

Section 2.02. Limited Nature of Obligations.

(a) The Bonds and the interest thereon shall be limited obligations of the Issuer payable solely and only from the net earnings and revenues derived by the Issuer from the Project, including but not limited to the rents, revenues and receipts under the Project Lease (including, in certain circumstances, Bond proceeds and income from the temporary investment thereof and proceeds from sale of the Project or insurance proceeds and condemnation awards, if any, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owner(s) of Bonds, as provided in this Indenture. The Bonds and the interest thereon shall not be a debt or general obligation of the Issuer or the State, or any municipal corporation thereof, and neither the Bonds, the interest thereon, nor any judgment thereon or with respect thereto, are payable in any manner from tax revenues of any kind or character. The Bonds shall not constitute an indebtedness or a pledge of the faith and credit of the Issuer, the State or any municipal corporation thereof, within the meaning of any constitutional or statutory limitation or restriction.

(b) No provision, covenant or agreement contained in this Indenture or the Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge upon its general credit or powers of taxation. In making the agreements, provisions and covenants set forth in this Indenture, the Issuer has not obligated itself except with respect to the Project and the application of the payments, revenues and receipts therefrom as hereinabove provided. Neither the officers of the Issuer nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

Section 2.03. Denomination, Numbering and Dating of Bonds.

(a) The Bonds shall consist of fully registered Bonds in an Authorized Denomination. The Bonds shall be substantially in the form set forth in *Article IV* of this Indenture. The Bonds of each series of Bonds shall be numbered in such manner as the Trustee shall determine.

(b) The Bonds of each series of Bonds shall be dated as provided in this Indenture or the Supplemental Indenture authorizing the issuance of such series of Bonds. The Bonds shall bear interest from their effective date of registration. The effective date of registration shall be the Interest Payment Date next preceding the date of authentication thereof by the Trustee, unless such date of authentication shall be an Interest Payment Date, in which case the effective date of registration shall be as of such date of authentication, or unless the date of authentication shall be prior to the first Interest Payment Date for such series of Bonds, in which case the effective date of registration shall be the dated date of such series of Bonds; provided, however, that if payment of the interest on any Bonds of any series shall be in default at the time of authentication of any Bond certificates issued in lieu of Bonds surrendered for transfer or

exchange, the effective date of registration shall be as of the date to which interest has been paid in full on the Bonds surrendered.

Section 2.04. Method and Place of Payment of Bonds. The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Final payment of principal and redemption premium, if any, on all Bonds shall be made by check or draft upon the presentation and surrender of the certificate(s) representing such Bonds at the Maturity thereof at the principal corporate trust office of the Paying Agent.

Section 2.05. Execution and Authentication of Bonds.

(a) Bond certificates shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of its City Clerk, and shall have the corporate seal of the Issuer affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on any Bond certificates shall cease to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond certificate may be signed by such persons as at the actual time of the execution of such Bond certificate shall be the proper officers to sign although on the date of issuance of such Bond such persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in *Article IV* hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed. Such executed Certificate of Authentication upon any Bond certificate shall be conclusive evidence that the Bonds described in such Bond certificate have been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond certificate shall be deemed to have been duly executed if signed by any authorized officer or employee of the Trustee, but it shall not be necessary that the same officer or employee sign the Certificate of Authentication on all of the Bond certificates that may be delivered hereunder at any one time.

Section 2.06. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of the Series 2022 Bonds and any Additional Bonds as provided in this Indenture.

(b) Bonds may be transferred only upon the books maintained by Trustee for the registration and transfer of Bonds upon surrender of the certificate(s) representing such Bonds to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner(s) of Bonds or his

attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds new Bond certificate(s), registered in the name of the transferee, of any Authorized Denomination in an aggregate principal amount equal to the principal amount of such Bonds, of the same series and maturity and bearing interest at the same rate. In the event that any Owner(s) of Bonds fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner(s) of Bonds sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, such amount may be deducted by the Paying Agent from amounts otherwise payable to any Owner(s) of Bonds.

(c) In all cases in which Bonds shall be exchanged or transferred hereunder, the Issuer shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bond certificates in accordance with the provisions of this Indenture. All Bond certificates surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. The Issuer or the Trustee may make a charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid by the Owner(s) of Bonds before any such new Bond certificate shall be delivered. Neither the Issuer nor the Trustee shall be required to make any such exchange or transfer of Bonds on or after the Record Date preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(c) Any proposed transfer of Series 2022 Bonds shall be made by the Trustee only upon delivery to the Trustee, the Issuer and the Tenant of an opinion of counsel to the proposed transferor either (1) that the proposed transfer is a part of a transaction exempt from the application of the Securities Act of 1933, as amended (the "1933 Act"), or (2) that the transfer is a part of a transaction that is in compliance with the registration provisions of the 1933 Act, which opinion shall be in form and substance acceptable to both the Trustee, the Issuer and the Tenant.

(d) All of the duties of the Trustee set forth in this *Section 2.06* may be performed by any co-trustee or co-paying agent appointed by the Trustee, to the extent specified in the instrument appointing such co-trustee or co-paying agent.

Section 2.07. Persons Deemed Owners of Bonds. The person in whose name any Bond shall be registered as shown on the registration books required to be maintained by the Trustee by this Article shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of, or on account of the principal of and premium, if any, and, interest on any such Bond shall be made only to or upon the order of such registered Owner or a duly constituted legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 2.08. Authorization of Series 2022 Bonds.

(a) The Series 2022 Bonds shall be issued by the Issuer in an aggregate principal amount not to exceed \$8,000,000 and shall be purchased by the Original Purchaser thereof at their par principal amount for the purpose of providing the funds to pay, or reimburse the Tenant, for payment of Project Costs. The Series 2022 Bonds shall be in substantially the form attached hereto as *Exhibit A*. The Series 2022 Bonds shall be in the aggregate original principal amount of the amount advanced to the Project Fund by the Original Purchaser of the Series 2022 Bonds on the Issue Date, and each amount subsequently advanced to the Project Fund on each Draw Date, made by presenting to the Trustee a completed requisition for payment of Project Costs in the form attached as *Exhibit A* to the Project Lease, but not exceeding an aggregate

principal amount of \$8,000,000. Advances on the Series 2022 Bonds shall be made on the Issue Date and on each Draw Date; provided, however, that all advances of additional principal for the Series 2022 Bonds must occur, if at all, by the Completion Date.

Pending advancement by the Original Purchaser of the entire authorized principal amount of Series 2022 Bonds, or receipt from the Tenant of a Certificate of Completion, whichever comes first, the Trustee shall retain custody of all Series 2022 Bond certificates. The Trustee shall endorse the Schedule of Principal Amounts Advanced attached to the Series 2022 Bond certificate to reflect an increase in principal amount Outstanding each time the Original Purchaser advances money to the Project Fund to pay Project Costs as requested by the Tenant. Each such endorsement reflecting an increase in Outstanding principal amount shall constitute the Trustee's authentication of the issuance of Series 2022 Bonds reflected by such endorsement. The Issuer hereby irrevocably authorizes the Trustee to so endorse each Series 2022 Bond certificate; however, failure by the Trustee to effect any such endorsement or any error in such endorsement shall not limit the Issuer's obligations under the Series 2022 Bond certificate with respect to principal amounts which are in fact Outstanding. The Trustee shall, upon request, send written confirmation to the Tenant and the Issuer of the amount of Series 2022 Bonds Outstanding on any date. The Trustee agrees that immediately upon the making of any endorsement on the Schedule of Principal Amounts Advanced attached to the Series 2022 Bond certificate, the Trustee will forward a copy of such Schedule of Principal Amounts Advanced to Bond Counsel, via fax, email or overnight delivery, to the address set forth below:

Gilmore & Bell, P.C.
100 North Main, Suite 800
Wichita, Kansas 67202
Attention Sarah O. Steele, Esq.
Email: ssteele@gilmorebell.com

The Issuer directs the Trustee to cooperate with Bond Counsel to complete a Certificate of Issuance in the form set forth on *Exhibit B* hereto and to provide an executed copy of such Certificate of Issuance to Bond Counsel for timely filing with the State Board of Tax Appeals.

The Series 2022 Bonds shall be payable as set forth in *Appendix A* and shall be dated, bear interest, and be subject to redemption and transfer as set forth in such forms. All of the terms and provisions of the Series 2022 Bonds as set forth in *Appendix A* are incorporated into this Indenture by reference. The Series 2022 Bonds and the interest and redemption premium, if any, thereon will not be a general obligation of the Issuer, but shall be payable solely out of the revenues derived by the Issuer pursuant to the Project Lease (except to the extent payable from proceeds of sale or re-letting of the Project).

(b) Interest on the Series 2022 Bonds shall be payable to the Owners thereof in accordance with the provisions of *Article II* hereof.

(c) The Trustee is hereby designated as the Issuer's Paying Agent for the payment of the principal of, premium, if any, and interest on the Series 2022 Bonds. The Trustee may appoint one or more financial institutions to act as co-paying agent for the Series 2022 Bonds.

(d) Upon the original issuance and delivery of the Series 2022 Bonds, the effective date of registration thereof shall be their Dated Date.

(e) The Series 2022 Bonds shall be substantially in the form and manner set forth in *Article IV* hereof and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

- (i) An original or certified copy of the Ordinance enacted by the Issuer's governing body authorizing the issuance of the Series 2022 Bonds and the execution of this Indenture and the Project Lease.
- (ii) An original executed counterpart of this Indenture.
- (iii) An original executed counterpart of the Site Lease.
- (iv) An original executed counterpart of the Project Lease.
- (v) An opinion of Bond Counsel to the effect that the Series 2022 Bonds constitute valid and legally binding obligations of the Issuer and exempt from Kansas income taxation, subject to such limitations and restrictions as shall be described therein.
- (vi) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Series 2022 Bonds.

(f) When the documents specified in subsection (e) of this Section shall have been filed with the Trustee, and when certificates representing all the Series 2022 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2022 Bonds to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the Purchase Price of the Series 2022 Bonds. The Original Proceeds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in *Article V* hereof.

Section 2.09. Authorization of Additional Bonds.

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Series 2022 Bonds and any other Additional Bonds Outstanding at any time and from time to time, upon compliance with the conditions hereinafter provided in this Section, for any of the following purposes:

- (i) To provide funds to pay the costs of completing the Improvements, the total of such costs to be evidenced by a certificate signed by the Authorized Tenant Representative.
- (ii) To provide funds to pay all or any part of the costs of repairing, replacing or restoring Improvements in the event of damage, destruction or condemnation thereto or thereof.
- (iii) To provide funds to pay all or any part of the costs of acquisition, purchase or construction of such additions, improvements, extensions, alterations, expansions or modifications of the Project (including additional Real Property or Improvements) or any part thereof as the Tenant may deem necessary or desirable and as will not impair the nature of the Project as a "facility" within the meaning and purposes of the Act.
- (iv) To provide funds for refunding all or any part of the Bonds of any series then Outstanding, including the payment of any premium thereon and interest to accrue to the designated Redemption Date and any expenses in connection with such refunding.

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the Original Purchaser shall be given written notice thereof by Issuer or Tenant, and the Issuer's governing body shall enact an Ordinance (i) authorizing the issuance of such Additional Bonds, fixing the amount and terms

thereof and describing the purpose or purposes for which such Additional Bonds are being issued or describing the Bonds to be refunded, (ii) authorizing the Issuer to enter into a Supplemental Indenture for the purpose of providing for the issuance of and securing such Additional Bonds and, if required, (iii) authorizing the Issuer to enter into a supplemental lease with the Tenant to provide for rental payments at least sufficient to pay the principal of, premium, if any, and interest on the Bonds then to be Outstanding (including the Additional Bonds to be issued) as the same become due, for the acquisition, purchase, construction or installation of additional Improvements, for the inclusion of any such addition, expansion or modification as a part of the Project, and for such other matters as are appropriate because of the issuance of the Additional Bonds proposed to be issued which, in the judgment of the Issuer, is not to the prejudice of the Issuer or the owners of the Bonds previously issued.

(c) Such Additional Bonds shall have the same designation as the Series 2022 Bonds, except for an identifying series letter or date and the addition of the word "Refunding" when applicable, shall be dated, shall be stated to mature on Principal Payment Dates in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices (subject to the provisions of *Article III* of this Indenture), all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2022 Bonds and any other Additional Bonds Outstanding at the time of the issuance of such Additional Bonds.

(d) Such Additional Bonds shall be substantially in the form and executed in the manner set forth in this Article and *Article IV* hereof and certificates representing such Bonds shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Bond certificates by the Trustee, there shall be filed with the Trustee the following:

(i) An original or certified copy of the ordinance enacted by the Issuer's governing body authorizing the issuance of such Additional Bonds and the execution of such Supplemental Indenture and the appropriate amendments or supplements to the Project Lease.

(ii) An original executed counterpart of the Supplemental Indenture providing for the issuance of the Additional Bonds.

(iii) An original executed counterpart of the amendment or supplement to the Project Lease, if required.

(iv) An opinion of Bond Counsel to the effect that the Additional Bonds constitute valid and legally binding obligations of the Issuer.

(v) In the case of Additional Bonds being issued to refund Outstanding Bonds, such additional documents as shall be reasonably required by the Trustee to establish that provision has been duly made for the payment of all of the Bonds to be refunded in accordance with the provisions of *Article XII* of this Indenture.

(vi) A copy of the written notice to the Original Purchaser.

(vii) Such other instructions, certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of such Additional Bonds.

(e) When the documents mentioned in subsection (d) of this Section shall have been filed with the Trustee, and when such Additional Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale of such Additional Bonds (except Additional Bonds issued to refund Outstanding Bonds), including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in *Article V* hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. The proceeds (excluding accrued interest and premium, if any, which shall be deposited in the Debt Service Fund) of all Additional Bonds issued to refund Outstanding Bonds shall be deposited by the Trustee, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of, premium, if any, and interest on the Bonds to be refunded, as provided in *Section 12.02* hereof and in the Supplemental Indenture authorizing the issuance of such refunding Bonds.

(f) Except as provided in this Section, the Issuer will not otherwise issue any obligations ratably secured and on a parity with the Bonds, but the Issuer may issue other obligations specifically subordinate and junior to the Bonds with the express written consent of the Tenant.

Section 2.10. Temporary Bonds.

(a) Until definitive Bonds of any series are available for delivery, the Issuer may execute, and upon request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same limitations and conditions as definitive Bonds, temporary printed, engraved, lithographed or typewritten Bonds, in the form of fully registered Bonds in denominations of \$5,000 or any integral multiple thereof, substantially of the tenor hereinabove set forth and with such appropriate omissions, insertions and variations as may be required with respect to such temporary Bonds.

(b) If temporary Bonds shall be issued, the Issuer shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its principal office of any temporary Bond shall cancel the same and authenticate and deliver in exchange therefor, without charge to the Owner thereof, a definitive Bond or Bonds of an equal aggregate principal amount, of the same series and maturity and bearing interest at the same rate as the temporary Bond surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder.

Section 2.11. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond certificate shall become mutilated, or be lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate and deliver a new Bond certificate of like series, date and tenor as the Bond certificate mutilated, lost, stolen or destroyed. In the case of any mutilated Bond certificate, such mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond certificate, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond certificate the Issuer may pay or authorize the payment of the same without surrender thereof. Upon the issuance of any substitute Bond certificate, the Issuer and the Trustee may require the payment of an amount sufficient to reimburse the Issuer and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 2.12. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or the certificates of which have otherwise been surrendered to the Trustee under this Indenture, either at or before Maturity, shall be canceled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender of the certificates thereof to the Trustee.

(b) All Bonds canceled under any of the provisions of this Indenture shall be delivered by the Trustee to the Issuer, or, upon request of the Issuer, shall be destroyed by the Trustee.

Section 2.13. Payments Due on Saturdays, Sundays and Holidays. In any case where the Maturity of any Bonds shall not be a Business Day, then payment of principal, premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of Maturity, and no interest shall accrue for the period after such date.

Section 2.14. Nonpresentment of Bonds. In the event that any Bond shall not be presented for payment when the principal thereof becomes due, either at its Stated Maturity or Redemption Date, or the Trustee is unable to locate the Owner for the payment of accrued interest or an accrued interest check remains uncashed, if funds sufficient to pay such Bond and accrued interest shall have been made available to the Trustee, all liability of the Issuer to the Owner(s) of Bonds for the payment of such Bond and accrued interest shall cease and be completely discharged, and the Trustee shall hold such funds, without interest, for the benefit of such Owner(s) of Bonds, who shall thereafter be restricted exclusively to such funds for any claim on, or with respect to, such Bond and interest. If any Bond shall not be presented for payment within four years following the date when it becomes due, whether by Maturity or otherwise, or the accrued interest cannot be paid as set out above, the Trustee shall repay to the Tenant the funds theretofore held by it for payment of such Bond and interest, and such Bond and interest shall thereafter be an unsecured obligation of the Tenant, subject to the defense of any applicable statute of limitation, and the Owner thereof shall be entitled to look only to the Tenant for payment, and then only to the extent of the amount so repaid, and the Tenant shall not be liable for any additional interest thereon.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Redemption of Bonds Generally. The Series 2022 Bonds shall be subject to redemption prior to Stated Maturity in accordance with the terms and provisions of this Article. Additional Bonds shall be subject to redemption prior to Stated Maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Bonds.

Section 3.02. Redemption of Series 2022 Bonds. The Series 2022 Bonds shall be subject to optional redemption at any time prior to Stated Maturity, at the option of the Issuer, upon instructions from the Tenant, on and after June 1, 2022, as a whole or in part on any date, at the redemption price of the par value of the principal amount thereof, without premium.

Section 3.03. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed only in Authorized Denominations. If less than all of the Outstanding Bonds of any series are to be redeemed and paid prior to Stated Maturity, such Bonds shall be redeemed as directed in writing by the Tenant. Bonds of less than a full Stated Maturity are to be selected by the Trustee in such equitable manner as it may determine.

(b) In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each minimum Authorized Denomination of face value shall be treated as though it was a separate Bond of the minimum Authorized Denomination. If it is determined that one or more, but not all, of the minimum Authorized Denomination units of face value represented by any fully registered Bond is selected for redemption, then the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (1) for payment of the redemption price (including the premium, if any, and interest to the Redemption Date) of the minimum Authorized Denomination unit or units of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the owner of any such Bond of a denomination greater than a minimum Authorized Denomination shall fail to present such Bond to the Trustee for payment and exchange, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the principal amount thereof called for redemption (and to that extent only).

Section 3.04. Trustee's Duty to Redeem Bonds. The Trustee shall call bonds for mandatory redemption immediately upon receipt of written advice from the Issuer that the event giving rise to mandatory redemption has occurred, and stating the Redemption Date (except with respect to mandatory redemption of Term Bonds, no further notice of which is required). Upon receipt by the Trustee of such written advice, if required, and upon its own initiative if not required, the Trustee shall give at least 30 days' written notice of redemption to the Owner(s) of Bonds as provided herein. The Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided in *Section 3.05* hereof upon receipt by the Trustee at least 45 days prior to the proposed Redemption Date (unless waived) of a written request of the Issuer together with a copy of the redemption instructions of the Tenant. Such instructions shall specify the principal amount and the respective maturities of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption. In the event of a mandatory redemption as provided herein, no request from the Issuer or instructions from the Tenant shall be necessary. Such instructions may direct that the redemption be conditioned upon the availability of funds therefore from the proceeds of refunding bonds issued by the Issuer.

Section 3.05. Notice of Redemption. Notice of the call for any redemption identifying the Bonds or portions thereof to be redeemed shall be given by the Trustee, in the name of the Issuer, by mailing by first class mail, postage prepaid, a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice of redemption shall state the Redemption Date, the place or places at which such Bonds shall be presented for payment, the series, maturities and numbers of the Bonds or portions of Bonds to be redeemed (and in the case of the redemption of a portion of any Bond the principal amount thereof being redeemed), the redemption price and shall state that interest on the Bonds described in such notice will cease to accrue from and after the Redemption Date. Any notice of redemption may be conditioned upon the availability of funds therefore from the proceeds of refunding bonds to be issued by the Issuer, if so instructed by the Tenant. A

copy of each such notice of redemption shall be provided to any authorized co-paying agent appointed by the Trustee.

Section 3.06. Effect of Call for Redemption. Prior to the date fixed for redemption, funds or Government Securities maturing on or before the date fixed for redemption shall be deposited with the Trustee in amounts sufficient to provide for payment of the Bonds called for redemption, accrued interest thereon to the Redemption Date and the redemption premium, if any. Upon the deposit of such funds or Government Securities, and notice having been given as provided in *Section 3.05* hereof, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified Redemption Date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FORM OF BONDS

Section 4.01. Forms Generally. The Series 2022 Bonds, and the Trustee's certificate of authentication to be endorsed thereon shall be, respectively, in substantially the form set forth in *Appendix A*. Any Additional Bonds, and the Trustee's Certificate of Authentication to be endorsed thereon shall also be in substantially such form, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

Section 4.02. Bond Counsel's Approving Opinion. If printed on the Bond certificates, Bond Counsel's approving opinion with respect to the authorization and issuance of the Bonds shall be preceded by the following certificate:

I, the undersigned, City Clerk of the City of Bel Aire, Kansas hereby certify that the following is a true and correct copy of the complete final legal opinion of Gilmore & Bell, P.C., Bond Counsel, on the within Bond and the series of which the Bond is a part, except that it omits the date of such opinion, that the legal opinion was manually executed and was dated and issued as of the date of delivery of and payment for such Bonds, and is on file with Security Bank of Kansas City, Kansas City, Kansas.

(facsimile signature)

City Clerk of the
City of Bel Aire, Kansas

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 5.01. Creation of Funds and Accounts. There are hereby established in the custody of the Trustee the following Funds and Accounts:

- (a) "City of Bel Aire, Kansas Project Fund (Homestead Senior Residences Bel Aire, LLC)"

- (b) "City of Bel Aire, Kansas Debt Service Fund (Homestead Senior Residences Bel Aire, LLC)"

The Trustee may create separate subaccounts in any Fund or Account for each series of Bonds issued pursuant to the Indenture.

Section 5.02. Deposit of Bond Proceeds. Except as otherwise provided in *Section 4.1* of the Project Lease, the net proceeds received from the sale of the Series 2022 Bonds as advanced shall be deposited for the purchase of the Series 2022 Bonds in the Project Fund.

ARTICLE VI

REVENUES AND FUNDS

Section 6.01. Deposits into the Project Fund. In addition to the amounts required to be paid into the Project Fund pursuant to *Section 5.02* hereof, the following funds shall be paid over to and deposited by the Trustee into the Project Fund, as and when received:

- (a) The earnings accrued on the investment of moneys in the Project Fund and required to be deposited into the Project Fund pursuant to *Section 7.02* hereof.
- (b) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, additional amounts from the proceeds of such Additional Bonds required to acquire, construct and install the Project Additions.
- (c) The Net Proceeds of casualty insurance, condemnation awards or title insurance required to be deposited into the Project Fund pursuant to the Project Lease.
- (d) Any and all payments from any contractors or other suppliers by way of breach of contract, refunds or adjustments required to be deposited into the Project Fund pursuant to the Project Lease.
- (e) Except as otherwise provided herein or in the Project Lease, any other money received by or to be paid to the Trustee from any other source for the purchase or construction of the Improvements, when accompanied by directions by the Tenant that such moneys are to be deposited into the Project Fund

Section 6.02. Disbursements from the Project Fund.

- (a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of Project Costs in accordance with the provisions of *Article V* of the Project Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions. If the Issuer so requests, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the Issuer.
- (b) The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and after the Improvements have been completed the Trustee, if requested, shall file a statement of receipts and disbursements with respect thereto with the Issuer and the Tenant.
- (c) The completion of the Improvements and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee by the Tenant of the Certificate of Completion

required by *Section 5.5* of the Project Lease. Any balance remaining in the Project Fund shall without further authorization be deposited in the Debt Service Fund and applied by the Trustee solely to the payment of principal of the Bonds through the payment on a Stated Maturity or redemption thereof on any Redemption Date specified in the optional redemption provisions of *Section 3.02* hereof, or as otherwise permissible in the opinion of Bond Counsel.

Section 6.03. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to *Section 9.01* of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in *Article IX*, any balance remaining in the Project Fund shall, without further authorization, be deposited in the Debt Service Fund by the Trustee.

Section 6.04. Deposits into the Debt Service Fund. In addition to the amounts required to be paid into the Debt Service Fund pursuant to *Section 5.02* hereof, the Trustee shall deposit into the Debt Service Fund, as and when received, the following:

(a) If required by a Supplemental Indenture authorizing the issuance of Additional Bonds, proceeds of such Additional Bonds in an amount not to exceed the sum which, when added to the accrued interest and premium, if any, received from the sale of such Additional Bonds, will be sufficient to pay the interest accruing on such Additional Bonds during the estimated period of construction of the Project Additions financed through the issuance of such Additional Bonds.

(b) All Basic Rent payable by the Tenant to the Issuer specified in *Section 3.1* of the Project Lease.

(c) Any amount in the Project Fund to be transferred to the Debt Service Fund pursuant to the provisions of this Indenture

(d) All interest and other income derived from investments of Debt Service Fund moneys as provided in *Section 7.02* hereof.

(e) All other moneys received by the Trustee under and pursuant to any of the provisions of the Project Lease, except Additional Rent, or when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

Section 6.05. Application of Moneys in the Debt Service Fund.

(a) Except as provided in subsection (d) of this Section, moneys in the Debt Service Fund shall be expended solely for the payment of the principal of, premium, if any, and interest on the Outstanding Bonds as the same mature and become due or upon the redemption thereof prior to maturity.

(b) The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Debt Service Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable and to make the funds so withdrawn available to the Paying Agent for the purpose of paying the principal, premium, if any, and interest.

(c) The Trustee, upon written direction of the Issuer and the Tenant, shall use any excess moneys in the Debt Service Fund (other than investment earnings credited to such account) and any moneys paid to the Trustee for deposit in the Debt Service Fund pursuant to the Project Lease to redeem Outstanding Bonds, interest accruing thereon prior to such redemption, and redemption premium, if any, in accordance with and to the extent permitted by *Article III* hereof so long as the Tenant is not in default with respect to payments of Basic Rent under the Project Lease and to the extent the moneys are in excess of amounts

required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases when such Bonds have not been presented for payment. The Tenant may also direct such excess moneys in the Debt Service Fund or such part thereof or other moneys of the Tenant, as the Tenant may direct, to be applied by the Trustee for the purchase of Bonds in the open market for the purpose of cancellation.

(d) Any amount remaining in the Debt Service Fund after the principal of, premium, if any, and interest on the Bonds shall have been paid in full or provision made therefor in accordance with *Article XII* hereof, shall be paid to the Tenant by the Trustee.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 7.01. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund or account under any provision of this Indenture, and all moneys deposited with or paid to the Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Project Lease and, until used or applied as so provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 7.02. Investment of Moneys in Funds. Moneys held in each of the Funds and Accounts shall be separately invested and reinvested by the Trustee in accordance with the provisions hereof, at the written direction of the Authorized Tenant Representative (or in the absence of such written direction, as provided in *subsection (e)* of the definition of Investment Securities) in Investment Securities which mature or are subject to redemption by the owner prior to the date such funds will be needed. The Trustee may make any investments permitted by this Section through its own bond department or short-term investment department and may pool moneys for investment purposes, except moneys held in the yield restricted portion of any fund or account, which shall be invested separately. Any such Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held. The interest earned on and any profit realized from Investment Securities held in any Fund or Account under this Indenture shall be deposited into the Debt Service Fund. Any loss resulting from such Investment Securities shall be charged to such Fund or Account in which such Investment Securities generating the loss are held. The Bond Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in such Fund or Account is insufficient for the purposes of such Fund or Account.

Section 7.03. Record Keeping. The Trustee shall maintain records demonstrating compliance with the provisions of this Article and with the provisions of *Article VI* for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 8.01. Payment of Principal of, Premium, if any, and Interest on the Bonds. The Issuer covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project (as well as moneys held for such purposes hereunder) as described herein, promptly pay or cause to

be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, and to this end the Issuer covenants and agrees that it will use its best efforts to cause the Project to be continuously leased as a revenue and income producing undertaking, and that, should there be a default under the Project Lease with the result that the right of possession of the Project is returned to the Issuer, the Issuer shall fully cooperate with the Trustee and with the Owner(s) of Bonds to protect the rights and security of the Owner(s) of Bonds and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived by Issuer from the Project to provide for payment of the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 8.02. Authority to Execute Indenture and Issue Bonds. The Issuer covenants, to the best of its knowledge and belief, that: (i) it is duly authorized under the constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth (including the creation of a security interest therein); (ii) all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and (iii) the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the import thereof.

Section 8.03. Performance of Covenants. The Issuer covenants that it will endeavor to faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto.

Section 8.04. Instruments of Further Assurance. The Issuer covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to secure the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein and in the Project Lease provided, it will not sell, convey, lease, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Project Lease, or of its rights under the Project Lease.

Section 8.05. Recording and Filing. The Issuer shall cause the Project Lease and all amendments to the Project Lease or appropriate memoranda thereof and all appropriate financing statements and other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owner(s) of Bonds and the rights of the Trustee hereunder. The Issuer hereby authorizes the Trustee to make any such filings for it. The Trustee shall cause all appropriate continuation statements of financing statements initially recorded to be recorded and filed in such manner and in such places as may be required by law to continue the effectiveness of such financing statements.

Section 8.06. Maintenance, Taxes and Insurance. The Issuer represents that pursuant to the provisions of *Articles VI, VII and X* of the Project Lease, the Tenant has agreed to cause the Project to be maintained and kept in good condition, repair and working order, to pay, as the same respectively become due, all taxes, assessments and other governmental charges at any time lawfully levied or assessed upon or against the Project or any part thereof, and to keep the Project constantly insured to the extent provided for therein, all at the sole expense of Tenant.

Section 8.07. Inspection of Project Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall, at all reasonable times during regular business hours, be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 8.08. Enforcement of Rights Under the Site Lease and Project Lease. The Site Lease and Project Lease, duly executed counterparts of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Tenant, including provisions that subsequent to the issuance of the Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Site Lease and Project Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, and reference is hereby made to the Site Lease and Project Lease for a detailed statement of the covenants and obligations of the Tenant thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Tenant under and pursuant to the Site Lease and Project Lease for and on behalf of the Owners, whether or not an Event of Default exists hereunder.

Section 8.09. Possession and Use of Project. So long as not otherwise provided in this Indenture, the Tenant shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Project Lease.

ARTICLE IX

REMEDIES ON DEFAULT

Section 9.01. Acceleration of Maturity in Event of Default.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and upon the written request of Owner(s) of Bonds owning not less than 25% in aggregate principal amount of Bonds then Outstanding shall, by notice in writing delivered to the Issuer and the Tenant, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of principal and interest on the Bonds, together with all Default Administration Costs, all overdue installments of Basic Rent and Additional Rent under the Project Lease and all other sums then payable by the Issuer under this Indenture shall either be paid or provision satisfactory to the Trustee shall be made for such payment, then and in every such case the Trustee may in its discretion, and shall upon the written consent of Owner(s) of Bonds owning at least 51% in aggregate principal amount of the Bonds Outstanding, rescind such declaration and annul such default in its entirety.

(c) In case of any rescission, then and in every such case the Issuer, the Trustee and the Owner(s) of Bonds shall be restored to their former position and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 9.02. Exercise of Remedies by the Trustee.

(a) If an Event of Default shall have occurred and be continuing, the Trustee may, and if requested to do so in writing by Owner(s) of Bonds owning not less than 25% of the aggregate principal

amount of Bonds Outstanding, and if indemnified to its satisfaction and satisfactory provision has been offered as to payment of Default Administration Costs and third-party liability, shall pursue and exercise any available remedy at law or in equity by suit, action, mandamus or other proceeding or exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Owner(s) of Bonds to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the Issuer as herein set forth.

(b) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owner(s) of Bonds, and any recovery of judgment shall be for the equal benefit of all Outstanding Bonds.

(c) In any litigation with the Tenant after an Event of Default, the Trustee may, after obtaining the written approval of Owner(s) of Bonds owning at least 51% of the aggregate principal amount of Bonds Outstanding, enter into an agreement to settle the litigation upon such terms as the Trustee in its sole discretion determines to be in the best interest of the Owner(s) of Bonds, even if such settlement involves selling the Real Property and Improvements for less than the amount needed to pay the Owners of the Bonds Outstanding the full amounts of the principal and accrued interest on the Bonds.

Section 9.03. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default shall have occurred and be continuing, the Issuer, upon demand of the Trustee, shall forthwith surrender the possession of, and the Trustee, by such officer or agent as it may appoint, may take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the Issuer pertaining thereto, and including the rights and the position of the Issuer under the Site Lease and Project Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements; and the Trustee may lease the Project or any part thereof, in the name and for account of the Issuer, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including (i) reasonable compensation to the Trustee, its agents and counsel, (ii) any charges of the Trustee hereunder, (iii) any taxes and assessments and other charges prior to the lien of this Indenture, (iv) any costs and expenses of the Issuer in connection with the Project and (v) all expenses of such repairs and improvements, and the Trustee shall apply the remainder of the moneys so received in accordance with *Section 9.10*. Whenever all that is due upon the Bonds shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the Issuer, its successors and assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of such property, the Trustee shall render annually to the Issuer and the Tenant a summarized statement of receipts and expenditures in connection therewith

Section 9.04. Sale in Event of Default. If an Event of Default shall have occurred and be continuing, the Trustee, as assignee of the Issuer, may (but shall not be required to) sell the Issuer's interest in the Project on behalf of the Issuer in accordance with the provisions of the Site Lease and Project Lease, and the Trustee or the Owner or Owners of any of the Bonds then Outstanding, whether or not then in default in the payment of principal or interest, may become the purchaser at any such sale to the highest bidder.

In the event of such a sale, the Issuer and the Trustee shall execute and deliver any necessary or appropriate instrument of conveyance of the Issuer's interest in the Project to the purchaser or purchasers

thereof, and any statement or recital of fact in such deed in relation to the nonpayment of the Bonds, default, existence of the Bonds, notice of advertisement, sale, receipt of money, and the happening of any event whereby a prima facie evidence of the truth of such statement or recital. The Bond Trustee shall receive the proceeds of sale and pay the same in accordance with *Section 9.10(b)*.

Section 9.05. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.06. Limitation on Exercise of Remedies by Owner(s) of Bonds. No Owner(s) of Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has knowledge, (ii) such default shall have become an Event of Default, (iii) Owner(s) of Bonds owning at least 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and (iv) satisfactory indemnity and provision for payment of Default Administration Costs and third-party liability shall have been offered to the Trustee and (v) the Trustee shall thereafter fail or refuse to exercise the powers granted in this section to institute such action, suit or proceeding in its own name; and such knowledge and request are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owner(s) of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Bonds then Outstanding.

Section 9.07. Right of Owner(s) of Bonds to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, Owner(s) of Bonds owning at least 51% in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, and upon providing the Trustee indemnification satisfactory to it as provided above, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and Trustee shall have the right to decline to follow such direction if the Trustee shall in good faith, and upon the advice of counsel, determine that proceedings so directed would expose the Trustee to personal liability.

Section 9.08. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owner(s) of Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owner(s) of Bonds hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or

by the Owner(s) of Bonds, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 9.09. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on Bonds, and shall do so upon the written request of Owner(s) of Bonds owning at least 51% in aggregate principal amount of all the Bonds then Outstanding and satisfaction of the conditions set forth in *Section 9.01(b)*. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee under this Indenture on account of any such default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Owner(s) of Bonds shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 9.10. Application of Money Received after Event of Default.

(a) If the principal of all Bonds shall have become due and payable after the occurrence of an Event of Default, all moneys thereafter received from the Tenant, from sale or reletting of the Project shall be deposited in the Debt Service Fund and all moneys in the Debt Service Fund shall be applied as follows:

first: To the payment of Default Administration Costs

second: To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal and premium, if any, and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal and premium, if any, and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds, then to the payment of such principal, premium and interest, without any preference or priority, ratably according to the aggregate amount so due; and

third: To the payment of any other amounts required to be paid under this Indenture or the Project Lease; and

fourth: To the payment of the remainder, if any, to the Tenant or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(b) Whenever moneys are to be applied by the Issuer or the Trustee pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee in its sole discretion determines, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the deposit of such moneys with the Trustee in trust for the proper purpose shall constitute proper application by the Issuer; and the Issuer shall incur no liability to any Owner(s) of Bonds or to any other person for any delay in applying any such moneys, so long as the Issuer acts with reasonable diligence, having due regard to the circumstances, and moneys are applied in accordance with such provisions of this Indenture. Whenever the Trustee exercises such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and

shall not be required to make payment to any Owner(s) of Bonds of any unpaid Bond until the Bond certificate(s) representing Bonds owned are surrendered to the Trustee as Bond Registrar for appropriate endorsement, or for cancellation if fully paid.

(c) Whenever the principal of and premium, if any, and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining in the Debt Service Fund shall be paid to the Tenant as provided in *Section 6.07(d)*.

ARTICLE X

THE TRUSTEE

Section 10.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform the trusts in the manner in which a corporate trustee ordinarily would perform the trusts under a corporate indenture, and the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent corporate trust officer would exercise or use under the circumstances, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) Prior to the occurrence of an Event of Default and after the cure of all Events of Default which may have occurred, the Trustee's duties and responsibilities shall include only those expressly set forth in this Trust Indenture and those rights, duties, responsibilities, and obligations which are reserved to or imposed upon the Issuer under this Trust Indenture, the Site Lease and the Project Lease, excepting only such of those rights, duties, responsibilities, and obligations as may only be properly and lawfully exercised by or imposed upon the Issuer.

(b) Upon the occurrence of an Event of Default the Trustee shall be and is hereby authorized to bring appropriate action for judgment or such other relief as may be appropriate and such action may be in the name of the Trustee or in the name of the Issuer and Trustee jointly; but in such case, neither the Issuer nor the Trustee shall have any obligation for any fees and expenses of such action except out of any funds available by reason of the ownership of the Project and moneys available under this Trust Indenture and the Project Lease. In addition, the Trustee may file such proof of claim and such other documents as may be necessary and advisable in order to have the claims of the Trustee and the Owner(s) of Bonds relative to the Bonds or the obligations relating thereto allowed in any judicial proceeding.

(c) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers. The Trustee shall be entitled to rely upon the opinion or advice of counsel, who may be counsel to the Trustee, Issuer or the Tenant, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof.

(d) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any ordinance, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture, the Site Lease or the Project Lease believed by it to be genuine and correct and to have been signed, presented or sent by the

proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is an Owner(s) of Bonds, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in substitution thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the mayor of the Issuer or the Authorized Tenant Representative as sufficient evidence of the facts therein contained, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) At any and all reasonable times and upon reasonable prior notification to the Tenant, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the Project and all books, papers and records of the Issuer and Tenant pertaining to the Project and the Bonds, and to make such notes and copies as may be desired.

(i) The Trustee shall not be required to give any bond or surety with respect to the execution of its trusts and powers hereunder or otherwise with respect to the Project.

(j) The Trustee shall have the right, but shall not be required, to demand, with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purpose of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) The Trustee shall not be required to take notice of, or be deemed to have notice of, any default hereunder or under the Site Lease or Project Lease, except the failure by the Issuer to cause to be made any of the payments required to be made under the Project Lease or in accordance with *Article VI* hereof, or the failure by the Issuer to cause compliance by the Tenant with the insurance provisions of *Article VI* of the Project Lease, unless the Trustee shall have been specifically notified in writing of such default by the Issuer or by Owner(s) of Bonds owning at least 25% in aggregate principal amount of all Bonds then Outstanding.

(l) The Trustee may inform the Owner(s) of Bonds of environmental hazards that the Trustee has reason to believe exist with respect to the Project, the Real Property or the Improvements, and the Trustee shall have the right to take no further action with respect thereto, and, in such event, no fiduciary duty shall exist which imposes any obligation for further action by the Trustee with respect to the Project, the Real Property, the Improvements, the enforcement of any remedies hereunder or under the Project Lease, the Trust Estate, or any portion thereof, if, in the reasonable opinion of the Trustee, such action would subject the Trustee to environmental or other liability for which the Trustee has not received indemnity satisfactory to it.

Section 10.02. Fees, Charges and Expenses of the Trustee; Lien for Fees and Costs and Additional Rent. The Trustee shall be entitled to payment of or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary costs, charges and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, in the event that it should become necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees, costs, expenses and charges of the Trustee as Paying Agent for the Bonds. The Trustee agrees that the Issuer shall have no liability for any fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Tenant for the payment of all fees, charges and expenses of the Trustee and any Paying Agents as provided in the Project Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment of principal of, redemption premium, if any, or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred, for Default Administration Costs and for any unpaid Additional Rent owing under the Project Lease.

Section 10.03. Notice to Owner(s) of Bonds if Default Occurs. If an Event of Default occurs, of which the Trustee is aware and of which it is required to take notice, the Trustee shall give written notice thereof to the Owner(s) of Bonds, as shown by the bond registration books required to be maintained by the Trustee and kept at the principal office of the Trustee.

Section 10.04. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of the Owner(s) of Bonds, the Trustee may intervene on behalf of the Owner(s) of Bonds and shall do so if requested in writing by Owner(s) of Bonds owning at least 25% of the aggregate principal amount of Bonds then Outstanding and if provided with indemnity satisfactory to the Trustee.

Section 10.05. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 10.06. Resignation of Trustee. The Trustee may resign by an instrument in writing delivered by registered or certified mail to the Issuer and the Tenant to take effect not sooner than 90 days after its delivery, whereupon the Issuer, with the consent of the Tenant, shall immediately, in writing, designate a successor Trustee; provided, however, that the Trustee's resignation shall not become effective unless and until a successor Trustee is approved and qualified. In the event the Issuer and the Tenant do not promptly designate a successor trustee, then the Trustee shall have the right to petition a court of competent jurisdiction for the appointment of a successor.

Section 10.07. Removal of Trustee. As long as no Default or Event of Default shall have occurred and be continuing, the Trustee may be removed at any time by the Issuer or the Tenant; provided, that such removal shall not be effective unless and until a successor trustee is appointed and qualified, and provided further than such removal shall not become effective until after 60 days from the date written notice of such proposed removal is given to the Trustee by first class mail. The Issuer or the Tenant, concurrently with giving notice to the Trustee, shall give notice by first class mail of the proposed removal of the Trustee to all Owner(s) of Bonds. Unless Owner(s) of Bonds owning at least 51% in principal

amount of Bonds then Outstanding object in writing to the proposed removal of the Trustee, such removal shall become effective from the date specified in the notices, provided that the successor trustee shall have been qualified and have accepted the duties and responsibilities of the Trustee as of such date. The Trustee may be removed at any time by the written direction of Owner(s) of Bonds owning at least 51% in aggregate principal amount of Bonds then Outstanding.

Section 10.08. Qualifications of Successor Trustee. Every successor Trustee appointed pursuant to the provisions of this Article shall be a trust company or bank in good standing, qualified to accept such trust and acceptable to the Issuer and the Tenant.

Section 10.09. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Tenant an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 10.10. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Project Lease, and the Tenant has failed after 30 days written notice to make such payment, the Trustee may pay such tax, assessment or governmental charge or insurance premium or rebate amount, without prejudice, however, to any rights of the Trustee or the Owner(s) of Bonds hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at a rate per annum equal to the Trustee's published prime rate in effect at the time, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of, premium, if any, or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by Owner(s) of Bonds owning at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 10.11. Trust Estate May Be Vested in Co-trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Site Lease or the Project Lease, and in particular in case of the enforcement of either a default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) In the event that the Trustee appoints an additional individual or institution as a co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the Issuer be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, then any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

(d) In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 10.12. Annual Accounting. The Trustee shall render an annual accounting to the Tenant, to the Issuer upon request, and to any Owner(s) of Bonds requesting the same in writing and remitting reasonable charges for preparing such copies, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 10.13. Performance of Duties under the Site Lease and Project Lease. The Trustee hereby accepts and agrees to perform, in such manner as is consistent with the terms of those instruments and this Indenture, all duties and obligations assigned to it under the Site Lease and Project Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 11.01. Supplemental Indentures Not Requiring Consent of Owner(s) of Bonds. The Issuer and the Trustee may from time to time, without the consent of any of the Owner(s) of Bonds, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to make any other change not prejudicial to the Owner(s) of Bonds;

(b) To grant to or confer upon the Trustee for the benefit of the Owner(s) of Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owner(s) of Bonds or the Trustee or either of them;

(c) To more precisely identify the Project or to add additional property thereto;

(d) To subject to this Indenture additional revenues, properties or collateral; and

(e) To issue Additional Bonds as provided in *Section 2.09* hereof.

Section 11.02. Supplemental Indentures Requiring Consent of Owner(s) of Bonds.

(a) Exclusive of Supplemental Indentures described in *Section 11.01* hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owner(s) of Bonds owning not less than 66-2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that except as provided in subparagraph (b) of this *Section 11.02*, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity of the principal of or the accrual of, or dates of payment of, interest on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) Any provision of this Indenture or the Bonds may be amended with the written consent of the Owners owning 100% in aggregate principal amount then Outstanding.

Section 11.03. Tenant's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Tenant shall not become effective unless and until the Tenant shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of an amendment to the Project Lease executed by the Tenant in connection with the issuance of Additional Bonds under *Section 2.09* hereof shall be deemed to constitute consent of the Tenant to the execution of a Supplemental Indenture pursuant to *Section 2.09* hereof. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to *Section 2.09* hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Tenant at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

ARTICLE XII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 12.01. Satisfaction and Discharge of the Indenture.

(a) When the principal of, premium, if any, and interest on all Bonds shall have been paid in accordance with their terms or provision has been made for such payment, as provided in *Section 12.02* hereof, and provision shall also have been made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent to the date of retirement of the Bonds, then the duties of the Trustee under this Indenture shall cease. Thereupon the Trustee shall discharge and release this Indenture and shall execute, acknowledge and deliver to the Issuer such instruments of satisfaction and discharge or release as shall be requisite to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Issuer any property at the time subject to this Indenture which may then be in its possession, except amounts in the Debt Service Fund required to be paid to the Tenant

under *Section 6.07(d)* hereof and except funds or securities in which such funds are invested and held by the Trustee for the payment of the principal of, and interest accrued on, the Bonds. Notwithstanding anything otherwise provided herein, the provisions of this Indenture relating to compensation and indemnification of the Trustee shall survive satisfaction and discharge of the Indenture.

(b) The Issuer is hereby authorized to accept a certificate by the Trustee that the principal of, premium, if any, and interest due and payable upon all of the Bonds then Outstanding and all amounts required to be paid to the United States have been paid or such payment provided for in accordance with *Section 12.02* hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall deem this Indenture discharged.

Section 12.02. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Indenture when payment of the principal of and the applicable premium, if any, on such Bonds, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) moneys sufficient to make such payment or (2) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment. Bonds shall also be deemed paid if the Bond certificate(s) are surrendered to the Bank as paying agent, accompanied by a written communication from the registered Owner waiving payment and directing that they be cancelled without actual payment. At such time as a Bond shall be deemed to be paid hereunder, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities. As a condition to the Bonds being deemed paid, the Trustee shall have received an opinion of Bond Counsel to the effect that the conditions of this Section have been satisfied.

(b) Notwithstanding the foregoing, in the case of the redemption of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds until proper notice of such redemption shall have been given in accordance with *Article III* of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds (including premium thereon, if any) and interest thereon shall be applied to and used solely for the payment of the particular Bonds (including premium thereon, if any) and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.01. Consents and Other Instruments by Owner(s) of Bonds.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owner(s) of Bonds may be in any number of concurrent writings

of similar tenor and may be signed or executed by such Owner(s) of Bonds in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds and the amount or amounts, number and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee.

(b) In determining whether the Owner(s) of Bonds owning the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Tenant or any affiliate of the Tenant shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph, the word "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Tenant; and for the purposes of this definition, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Tenant or any affiliate of the Tenant.

Section 13.02. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be inferred from this Indenture or the Bonds is intended or shall be construed to give any person other than the parties hereto, and the Owner(s) of Bonds, any right, remedy or claim under or with respect to this Indenture, and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Tenant and the Owner(s) of Bonds as herein provided.

Section 13.03. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Indenture shall be in writing and shall be deemed duly given or filed if the same shall be duly mailed by registered or certified mail, postage prepaid, to the Notice Representative.

All notices given by certified or registered mail shall be deemed duly given as of the date they are so mailed. A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Tenant to the other shall also be given to the Trustee. The Issuer, the Trustee and the Tenant may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 13.04. Suspension of Mail Service. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 13.05. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 13.06. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 13.08. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be signed by an authorized official, such signature to be attested by an authorized officer and its official seal to be applied.

CITY OF BEL AIRE, KANSAS

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

"ISSUER"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the _____ day of May, 2022 by Jim Benage as Mayor of the City of Bel Aire, Kansas, a municipal corporation of the State of Kansas.

[SEAL]

Notary Public

My Appointment Expires:

IN WITNESS WHEREOF, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf and such signature to be attested by its duly authorized officers, and its corporate seal to be applied, all as of the date first above written.

SECURITY BANK OF KANSAS CITY

Kansas City, Kansas,

as Trustee

By: _____

Name: Bonnie Mosher

Title: Vice President and Trust Officer

"TRUSTEE"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the ____ day of _____ 2022, by Bonnie Mosher, Vice President and Trust Officer of Security Bank of Kansas City, a banking corporation or association organized under the laws of the United States of America or one of the states thereof.

[SEAL]

Notary Public

My Appointment Expires:

APPENDIX A**FORM OF BONDS****FACE OF THE BOND**

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. NO TRANSFER, SALE, ASSIGNMENT OR HYPOTHECATION OF THIS SECURITY SHALL BE MADE. THE TRUSTEE SHALL BE CONSIDERED UNDER "STOP TRANSFER" ORDERS FOR ALL TRANSFERS OF BONDS UNLESS: (1) THERE SHALL HAVE BEEN DELIVERED TO THE ISSUER, THE TENANT AND THE TRUSTEE PRIOR TO THE TRANSFER, SALE ASSIGNMENT OR HYPOTHECATION AN OPINION OF NATIONALLY RECOGNIZED BOND OR SECURITIES COUNSEL, SATISFACTORY TO THE ISSUER, THE TENANT AND THE BANK, TO THE EFFECT THAT REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND REGISTRATION UNDER ANY APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED; OR (2) THERE SHALL BE A REGISTRATION STATEMENT IN EFFECT UNDER THE SECURITIES ACT OF 1933 AND UNDER ANY APPLICABLE STATE SECURITIES LAWS REQUIRING A STATE-LEVEL REGISTRATION STATEMENT WITH RESPECT TO THE TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AND, IN THE CASE OF BOTH (1) AND (2), THERE SHALL HAVE BEEN COMPLIANCE WITH ALL APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER. THE TRUSTEE SHALL NOT TRANSFER THIS BOND EXCEPT IN ACCORDANCE WITH THIS LEGEND AND THE CORRELATIVE PROVISIONS OF THE INDENTURE.

THIS SERIES 2022 BOND IS NOT AN OBLIGATION ON WHICH THE INTEREST IS EXCLUDABLE FROM GROSS INCOME UNDER SECTION 103 OF THE INTERNAL REVENUE CODE OF THE UNITED STATES OF AMERICA, AS AMENDED. THE OWNER OF THIS SERIES 2022 BOND SHOULD NOT REGARD THE INTEREST HEREON AS BEING EXEMPT FROM FEDERAL INCOME TAXATION.

No. R-_____

Not to exceed \$8,000,000

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF BEL AIRE, KANSAS
MULTIFAMILY HOUSING REVENUE BOND
SERIES 2022
(HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC)**

The City of Bel Aire, Kansas (the "Issuer"), hereby promises to pay, solely out of the sources hereinafter specified, Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company, the registered Owner hereof, or registered assigns (an "Owner"), the principal sum of

NOT TO EXCEED EIGHT MILLION DOLLARS

or such lesser principal sum as is actually advanced hereunder pursuant to the Project Lease to pay Project Costs (both hereinafter defined), plus interest on the unpaid balance hereof accruing from the date of advance until paid, in lawful money of the United States of America, at the rates and payable as follows:

a. From the Issue Date of this Bond or the subsequent date of advance to the Final Maturity Date (herein defined), interest shall be paid in arrears at the Fixed Rate (herein defined), until the Final Maturity Date.

b. One final payment in the amount of the entire unpaid principal balance hereunder (including all accrued and unpaid interest) shall be paid on the Final Maturity Date.

The "Final Maturity Date" shall be December 31, 2032.

The "Fixed Rate" shall mean 5.00% per annum, computed on the basis of 30 days per month for 360 days per year.

The "Issue Date" shall mean the date endorsed by the fiscal agent and paying agent on the Certificate of Authentication on this Bond.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Indenture.

This Bond certificate evidences ownership of a part of a duly authorized series of Bonds of the Issuer designated "City of Bel Aire, Kansas Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC)," in the aggregate original principal amount not to exceed \$8,000,000 (the "Series 2022 Bonds"), issued for the purpose of providing funds to pay the costs to acquire, construct and equip a senior residence facility (the "Project"), to be leased by the Issuer to Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company (the "Tenant"), under the terms of a Project Lease dated as of June 1, 2022, between the Issuer and the Tenant (the Project Lease, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Project Lease"), all pursuant to the authority of and in conformity with the provisions, restrictions and limitations of the constitution and statutes of the State of Kansas, including particularly K.S.A. 12-1740 *et seq.* and pursuant to proceedings duly had by the governing body of the Issuer.

Payments of principal of and interest on this Bond shall be made in immediately available funds no later than 11:00 A.M., Central time, on the Payment Date, at the commercial banking office of Security Bank of Kansas City (the "Trustee") in Kansas City, Kansas or such other place as the Trustee may from time to time designate in writing, in lawful money of the United States of America. If the principal of or interest on this Bond falls due on a day other than a Business Day, then such due date shall be extended to the next succeeding full Business Day. If payment is made by check, the check must be delivered to the Trustee at least 3 Business Days prior to the Payment Date.

The Series 2022 Bonds are issued under and are equally and ratably secured and entitled to the protection of the Trust Indenture, dated as of June 1, 2022 (the Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the Issuer and the Trustee. Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue Additional Bonds (as defined therein) secured by the Indenture ratably and on a parity with the Series 2022 Bonds (the Series 2022 Bonds together with such Additional Bonds being herein referred to collectively as the "Bonds"). Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Owner(s) of Bonds, and the terms upon which the Bonds are issued and secured.

The Series 2022 Bonds are subject to redemption prior to maturity, at the option of the Issuer, upon instructions from the Tenant, on and after June 1, 2022, as a whole or in part on any date, at the redemption price of the par value of the principal amount thereof, without premium.

When any Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice at least 30 days prior to the date fixed for redemption to the Owner of each Bond to be redeemed at the address shown on the registration books maintained by the Trustee; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. If less than all of the Outstanding Bonds of this series are called for redemption, Bonds shall be redeemed as directed in writing by the Tenant. Bonds of less than a full maturity shall be selected by the Trustee in such equitable manner as it may determine. All Bonds so called for redemption will cease to bear interest on the specified Redemption Date and shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The Bonds and the interest thereon are limited obligations of the Issuer payable exclusively out of the Trust Estate under the Indenture, including but not limited to the rents, revenues and receipts under the Project Lease, and are secured by a pledge of the Project (including any Project Additions) as described in the Project Lease and a pledge and assignment of the Trust Estate, including all rentals and other amounts to be received by the Issuer under and pursuant to the Project Lease, all as provided in the Indenture. The Bonds and the interest thereon do not constitute a debt or general obligation of the Issuer, the State of Kansas or any municipal corporation thereof, and are not payable in any manner by taxation. The Bonds do not constitute an indebtedness within the meaning of constitutional or statutory debt limitations or restrictions. Pursuant to the provisions of the Project Lease, Basic Rent is to be paid by the Tenant directly to the Trustee for the account of the Issuer and deposited in a special trust account created by the Issuer and designated " City of Bel Aire, Kansas Debt Service Fund (Homestead Senior Residences Bel Aire, LLC)."

No Owner of Bonds shall have the right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable prior to the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and under the circumstances permitted by the Indenture.

This Bond certificate is transferable, as provided in the Indenture, only upon the registration books of the Issuer kept for that purpose at the above mentioned office of the Bond Registrar and Paying Agent by the Owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Owner's duly authorized attorney, and thereupon a new Bond certificate in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Tenant has agreed to pay as Additional Rent under the Project Lease all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of certificates mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The Issuer, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond certificate is registered as the absolute Owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond certificate shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, Issuer has caused this Bond certificate to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused the Bonds to be dated as of June 1, 2022.

CITY OF BEL AIRE, KANSAS

(Facsimile Seal)

By: _____
Mayor

ATTEST:

City Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond certificate evidences ownership of the City of Bel Aire, Kansas Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC), as described herein and in the within-mentioned Trust Indenture. The date of authentication of this Bond is _____.

Security Bank of Kansas City
Kansas City, Kansas,
Trustee

By: _____
Authorized Signature

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfers unto

Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bond Registrar and Paying Agent for the registration and transfer of Bonds.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of Bank]

(Name of Eligible Guarantor Institution)

By: _____
 Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240. 17-Ad-15)

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.

GILMORE & BELL, P.C.
MAY 12, 2022

SITE LEASE

BY AND BETWEEN

HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC
As Lessor

AND

CITY OF BEL AIRE, KANSAS
As Issuer

DATED AS OF JUNE 1, 2022

SITE LEASE

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SITE LEASE

THIS SITE LEASE entered into as of June 1, 2022 between Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company (the "Lessor"), and the City of Bel Aire, Kansas a municipal corporation incorporated as a city of the second class under the laws of the State of Kansas (the "Issuer");

WITNESSETH:

WHEREAS, Lessor has requested that the Issuer issue its Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) (the "Bonds") under and pursuant to K.S.A. 12-1740 *et seq.*, as amended (the "Act"), for the purpose of financing the acquisition, construction and equipping of a senior residence facility (the "Improvements"), which Bonds shall be issued and secured under the provisions of a certain Ordinance duly enacted by the Issuer and a certain Trust Indenture dated as of June 1, 2022 (the "Indenture") entered into between the Issuer and Security Bank of Kansas City, as Trustee (the "Trustee"); and

WHEREAS, the Improvements are to be constructed and installed on a tract of land (the "Real Property") more specifically described in *Schedule I* attached hereto, which property is owned by the Lessor; and

WHEREAS, the Project, consisting of the leasehold under this Site Lease and the Improvements to be located on the Real Property shall be leased by the Issuer to the Lessor, as Tenant, under and pursuant to a certain Lease dated as of June 1, 2022 (the "Project Lease"); and

WHEREAS, in consideration of the issuance of the Bonds by the Issuer and the execution and delivery by the Issuer of the Project Lease, the Lessor is willing to lease the Real Property to provide the Issuer a leasehold interest in the Real Property; and

WHEREAS, the Lessor will not take any action to disturb, alter, avoid or set aside the leasehold interest of the Issuer created under this Site Lease as long as the Bonds are outstanding;

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which consideration is hereby acknowledged, the Lessor and the Issuer agree as follows:

ARTICLE I

Section 1.1. Representation and Covenants of Lessor. The Lessor makes the following representations and covenants:

(a) It is a Kansas limited liability company duly authorized and qualified to do business in the state of Kansas (the "State"), with lawful power and authority to enter into this Site Lease, acting by and through a designated signatory.

(b) It (1) shall maintain its authority to do business in the State, and (2) shall not initiate any proceedings to liquidate without providing written notice to the Issuer and Trustee.

(c) To the knowledge of the Lessor, neither the execution nor delivery of this Site Lease, the consummation of the transactions contemplated hereby or by the Indenture, nor the fulfillment of or compliance with the terms and conditions of this Site Lease contravenes any provisions of its articles of

organization and operating agreement, or conflicts with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which it is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a default (without regard to any required notice or the passage of any period of time) under any of the foregoing or would result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of its property or assets under the terms of any mortgage, debt, agreement, indenture or instrument, or violates any existing law, administrative regulation or court order or consent decree to which it is subject.

(d) This Site Lease constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

Section 1.2. Representations and Covenants by the Issuer. The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the second class under the constitution and laws of the State. Under the provisions of the Act, the Issuer has the power to enter into and perform the transactions contemplated by this Site Lease and the Project Lease and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against its interest in, the Real Property, except for the pledge of its leasehold interest in the Real Property under this Site Lease to the payment of the Bonds.

(c) Except as otherwise provided herein or in the Indenture, it will not during the Site Lease Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against its interest in the Real Property, except for the pledge of the Project pursuant to the Indenture.

(d) It has duly authorized the execution and delivery of this Site Lease in connection with the execution and delivery of the Project Lease.

ARTICLE II

Section 2.1. Grant of Leasehold. Lessor, in consideration of the issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease, hereby rents, leases and lets unto the Issuer, and the Issuer hereby rents, leases and hires from Lessor, upon and subject to the terms and conditions hereinafter set forth, the Real Property for a term commencing as of the date of this Site Lease and ending on December 31, 2032 (or such earlier date as the principal of, redemption premium, if any, and interest on all Outstanding Bonds is paid in full) (the "Site Lease Term").

Section 2.2. Consideration. The issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease by the Issuer are the sole consideration to be received by the Lessor for the grant of this Site Lease. No cash rentals shall be payable hereunder.

Section 2.3. Impositions. Lessor, as Tenant under the Project Lease, shall bear, pay and discharge, before the delinquency thereof, any and all taxes and assessments, general and special, which may be lawfully levied or assessed against or in respect of the Real Property, or any part thereof, or any improvements at any time erected thereon, and all water and sewer charges, assessments (including special assessments) and other similar governmental charges whatsoever, foreseen or unforeseen, which if not paid

when due would encumber the fee simple title to the Real Property ("Impositions"). In the event any Impositions may be lawfully paid in installments, Lessor shall be required to pay only such installments thereof as become due and payable during the term of this Site Lease, as and when the same become due and payable.

Section 2.4. Contest of Impositions. Lessor, as Tenant under the Project Lease, shall have the right to contest the validity or amount of any Imposition by appropriate legal proceeding instituted at least ten days before the Imposition complained of becomes delinquent, on the condition that Lessor or its sublessee shall give Issuer written notice of its intention to do so and shall diligently prosecute any such contest, effectively stay or prevent official or judicial sale therefor, under execution or otherwise, and shall promptly pay any final judgment enforcing the Imposition so contested and thereafter secure record release or satisfaction thereof.

Section 2.5. Assignment and Sublease. Issuer covenants that it will not, without Lessor's written consent, unless required by law, ordinance or the terms of the Project Lease or the Indenture, sell, assign, sublease or otherwise part with or encumber its interest in the Real Property at any time during the Site Lease Term, except that Issuer may sublease the Real Property to the Lessor as a part of property leased by the Issuer pursuant to the Project Lease.

Section 2.6. Use of Real Property. Except as may be stated to the contrary in this Site Lease, Issuer shall have no right or authority with respect to the Real Property except to lease the Real Property pursuant to the Project Lease for use as provided therein. The parties will comply with all federal, state and local laws, regulations and requirements as to the manner of use or the condition of the Real Property, or of adjoining public ways, now or hereafter applicable to the Real Property, and Issuer shall comply with the mandatory requirements of all insurers under policies required to be carried under the provisions of the Project Lease.

Section 2.7. Covenant Against Other Assignments. Neither party to this Site Lease shall assign or in any manner transfer its interest under this Site Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth herein, and, to the extent applicable, the Indenture and the Project Lease.

ARTICLE III

Section 3.1. Improvements. Issuer shall have the right, from the proceeds of the Bonds, to construct on the Real Property, or in the air space above the Real Property, such building improvements as the Issuer from time to time may deem necessary or advisable in accordance with and subject to the provisions of the Project Lease.

Section 3.2. Mechanic's Liens. Neither party to the Site Lease shall permit or suffer anything to be done whereby the Real Property, or any part thereof, may be encumbered by any mechanic's or other similar lien. If any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the same shall be dealt with as provided in the Project Lease. Notice is hereby given that except to the extent payable from the proceeds of the Bonds issued concurrently with the execution and delivery of the Project Lease, the Issuer does not authorize or consent to the furnishing of any labor or materials to the Real Property and it shall not be liable for them.

Section 3.3. Contest of Liens. In the event any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the Issuer or the Lessor may contest such lien in the manner and as provided in the Project Lease.

ARTICLE IV

Section 4.1. Indemnity. The Lessor shall indemnify the Issuer from any and all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed, to property or persons occurring or allegedly occurring in, on or about the Project during the Site Lease Term; provided, however, that the indemnity described in this section shall be subject in all respects to the provisions of the Project Lease.

Section 4.2. Access to Real Property. The Issuer, for itself and its duly authorized representatives and agents, including the Tenant under the Project Lease and the Trustee under the Indenture, shall have the right to enter the Real Property at any reasonable time throughout the Site Lease Term for the purposes of performing any work made necessary by reason of any Event of Default under the Project Lease, and, while an Event of Default (as defined therein) is continuing under the Project Lease, for the purpose of exhibiting the Real Property and the improvements constructed thereon to prospective purchasers, lessees or mortgagees.

ARTICLE V

Section 5.1. Non-Disturbance of Leasehold Interest. Lessor and the Issuer each covenant and agree with one another, that as long as the Issuer, its sublessee, their successors or assigns, shall continue to perform all obligations provided for in this Site Lease, including the discharge of all obligations and covenants hereunder, the Issuer, its assignee or sublessee shall have a leasehold interest in the Real Property, notwithstanding the occurrence of any Event of Default under the Project Lease until this Site Lease is terminated according to its terms.

Section 5.2. Release of Leasehold Interest. Upon cancellation or termination of this Site Lease, the Issuer shall release its leasehold interest in the Real Property to Lessor as provided in the Project Lease.

Section 5.3. Notices. All notices required to be given hereunder shall be given to the notice representative designated for each of the parties in the Project Lease. To be effective, notices required or desired to be given hereunder shall be given in the manner provided in the Project Lease.

Section 5.4. Rights and Remedies. The rights and remedies reserved by the parties hereto, their successors and assigns and those provided by law shall be construed as cumulative and continuing rights and remedies.

Section 5.5. Waiver. No waiver of any breach of any covenant or agreement contained in this Site Lease shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in the event of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any performance without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any other default.

ARTICLE VI

Section 6.1. Purpose of Site Lease. The parties acknowledge and agree that this Site Lease is executed and delivered concurrently with the execution and delivery of the Project Lease and the other documents and agreements executed in connection therewith and as a condition precedent thereto, and that the Trustee and the owners of the Bonds shall be deemed to be third party beneficiaries.

Section 6.2. Limitation of Liability. The liability of Issuer under this Site Lease for any payments to be made to or for the account of Lessor is specifically limited, such that the Issuer shall have no liability beyond the value of the Real Property, the Project, or the rentals and receipts to be received by the Issuer under the Project Lease.

Section 6.3. Amendments. This Site Lease may be amended or modified in the manner prescribed in the Project Lease with respect to amendments thereto.

ARTICLE VII

Section 7.1. Construction and Enforcement. This Site Lease shall be construed and enforced in accordance with the laws of the State of Kansas. The provisions of this Site Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Project Lease. Words and terms used herein shall have the meanings set forth in the Project Lease if not expressly defined in this Site Lease.

Section 7.2. Partial Invalidity. If for any reason any provision hereof shall be termed to be invalid or unenforceable, such partial invalidity shall not affect the remainder of the provisions hereof.

Section 7.3. Binding Effect. The covenants, agreements and conditions herein shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

Section 7.4. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Site Lease or as affecting the true meanings of the provisions hereof.

Section 7.5. Execution of Counterparts; Electronic Transactions. This Site Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

ARTICLE VIII

Section 8.1. Mortgagee Insurance Protections. In the event of a casualty loss, the first lien ground lease mortgagee shall have participation rights in the adjustment and losses related to hazard insurance proceeds. Any payment of hazard insurance proceeds shall be paid to such mortgagee or independent trustee acceptable to mortgagee. Lessor and Issuer will not be entitled to receive any hazard insurance proceeds until either the Real Property has been restored or the first lien ground lease mortgagee has been paid in full. Any obligation to rebuild is limited to the amount of available insurance

proceeds and insurance proceeds will be applied in accordance with the requirements of the first lien ground lease mortgagee. Thereafter, any insurance proceeds will belong to Lessor.

Section 8.2. Mortgagee Condemnation Protections. In the event of a condemnation casualty loss, the first lien ground lease mortgagee shall have participation rights in the adjustment and losses. Any payment of condemnation proceeds shall be paid to such mortgagee or independent trustee acceptable to mortgagee. Lessor and Issuer will not be entitled to receive any condemnation proceeds until the first lien ground lease mortgagee has been paid in full. Any condemnation award will be applied in accordance with the requirements of the first lien ground lease mortgagee. Thereafter, any condemnation award will belong to Lessor. In the event of a partial taking, Issuer may rebuild and restore unless the first lien mortgagee consents to a distribution of proceeds, in which case proceeds will be applied first toward the first lien ground lease mortgage.

Section 8.3. Recording. Either this Site Lease or a memorandum thereof will be recorded in the land records.

Section 8.4. Cancellation. Any cancellation of this Site Lease will require the written consent of any ground lease mortgagee.

Section 8.5. Notices. Lessor will give any ground lease mortgagee written notice prior to exercising any remedies after default and will forward to such ground lease mortgagee all other notices sent to Issuer or Trustee excluding rent and periodic billing notices.

Section 8.6. Estoppels. Lessor will give any ground lease mortgagee a mutually acceptable estoppel certificate covering the Site Lease on request.

Section 8.7. Amendments. The Site Lease will not be materially modified or restated without the prior written consent of any ground lease mortgagee.

Section 8.8. Cure Rights. Lessor and Issuer grant any ground lease mortgage the right to receive notice of and a reasonable opportunity to cure any event of default under the Site Lease. Such cure period shall be at least equal to any cure period to which Issuer has a right. Lessor waives any default that cannot be cured by such mortgagee, including specifically non-monetary defaults and bankruptcy-related issues personal to Issuer.

Section 8.9. Foreclosure. Any ground lease mortgagee is hereby granted an unrestricted right to foreclose and assign its rights under the Site Lease.

Section 8.10. New Site Lease. If the Site Lease terminates for any reason, Lessor will enter into a new site lease with the first lien mortgagee or its nominee on the same terms and conditions as the existing Lease and with the same title priority.

Section 8.11. Ground Lease Mortgagee Liability. The personal liability of any ground lease mortgagee is hereby limited to such mortgagees interest in the Site Lease. After an assignment of ground lease mortgagee's interest, the ground lease mortgagee and its assigns are automatically release from liability under the Site Lease.

Section 8.12. Fee Mortgage. Lessor will not mortgage the fee estate without expressly subordinating the mortgage to the ground lease mortgagee.

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IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC,
a Kansas limited liability company

By: Homestead Senior Housing Bel Aire LLC
Its: Managing Member

By: Homestead Affordable Housing, Inc.
Its: Manager and Sole Member

By: _____
Name: Thomas A. Bishop
Title: President

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JACKSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Thomas A. Bishop, as President of Homestead Affordable Housing, Inc.. which is the Manager and Sole Member of Homestead Senior Housing Bel Aire LLC, which is the Managing Member of Homestead Senior Residences Bel Aire, LLC.

Notary Public

(SEAL)

My Appointment Expires:

"LESSOR"

CITY OF BEL AIRE, KANSAS

By: _____
Jim Benage, Mayor

(SEAL)

ATTEST:

Melissa Krehbiel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by Jim Benage, Mayor of the City of Bel Aire, Kansas.

Notary Public

(SEAL)

My Appointment Expires:

"ISSUER"

SCHEDULE I

SCHEDULE I TO THE SITE LEASE DATED AS OF JUNE 1, 2022, BETWEEN
HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC AND THE CITY OF BEL
AIRE, KANSAS

PROPERTY SUBJECT TO LEASE

(A) The following described real estate located in Sedgwick County, Kansas, to wit:

Parcel A:

A portion of Lot 1, Block A, Homestead Senior Landing, Bel Aire, Sedgwick County, Kansas described as beginning at the northeast corner of said Lot 1; thence S00°00'00"E coincident with the east line of said Lot 1, 366.50 feet; thence S90°00'00"W perpendicular to the east line of said Lot 1, 110.40 feet; thence S00°00'00"E parallel with the east line of said Lot 1, 146.50 feet; thence S90°00'00"W perpendicular to the east line of said Lot 1, 28.20 feet; thence S00°00'00"E parallel with the east line of said Lot 1, 35.85 feet; thence S90°00'00"W perpendicular to the east line of said Lot 1, 172.39 feet to a point in a non-tangent curve to right; thence southwesterly, westerly and northwesterly an arc length of 92.58 feet, a radius of 62.50 feet, a chord length of 84.34 feet and a chord bearing of S90°00'00"W to a point on a non-tangent line; thence S90°00'00"W perpendicular to the east line of said Lot 1, 19.15 feet to the Point of Curvature (PC) of a curve to the left; thence southwesterly an arc length of 56.51 feet, a radius of 51.50 feet, a chord length of 53.72 feet and a chord bearing of S58°33'54"W to the Point of Reverse Curvature (PRC) of a curve to the right; thence southwesterly, westerly and northwesterly an arc length of 81.27 feet, a radius of 49.50 feet, a chord length of 72.44 feet and a chord bearing of S74°09'43"W to the PRC of a curve to the left; thence northwesterly an arc length of 19.33 feet, a radius of 35.50 feet, a chord length of 19.09 feet and a chord bearing of N74°24'11"W to the PC of said curve; thence S90°00'00"W perpendicular to the west line of said Lot 1, 51.60 feet; thence N00°00'00"W coincident with the west line of said Lot 1, 222.28 feet to a deflection point in the west line of said Lot 1; thence N08°31'50"E coincident with the west line of said Lot 1, 101.12 feet to a deflection point in the west line of said Lot 1; thence N00°00'00"E coincident with the west line of said Lot 1, 123.66 feet; thence N90°00'00"E, 326.00 feet; thence N68°20'10"E, 26.74 feet; thence N00°24'51"W, 134.00 feet to a deflection point in the north line of said Lot 1; thence N89°35'09"E coincident with the north line of said Lot 1, 235.13 feet to the point of beginning.

Subject property contains 260,059.3 square feet, or 5.97± Acres.

the real property constituting the "Real Property" as referred to in the Site Lease, subject to Permitted Encumbrances.

GILMORE & BELL, P.C.
MAY 12, 2022

CITY OF BEL AIRE, KANSAS

AS ISSUER

AND

HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC

AS TENANT

PROJECT LEASE

DATED AS OF JUNE 1, 2022

\$8,000,000

MULTIFAMILY HOUSING REVENUE BONDS

SERIES 2022

(HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC)

PROJECT LEASE

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PROJECT LEASE

THIS PROJECT LEASE, made and entered into as of June 1, 2022 between the City of Bel Aire, Kansas (the "Issuer"), and Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company (the "Tenant").

WITNESSETH:

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the second class, duly organized and existing under the laws of the State, with full lawful power and authority to enter into this Project Lease by and through its governing body; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, particularly K.S.A. 12-1740 *et seq.* (the "Act"), and in order to provide for the economic development and welfare of the Issuer and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, has proposed and does hereby propose that it shall:

(a) Lease the Real Property from the Tenant pursuant to the Site Lease and acquire the Improvements;

(b) Lease the Project to the Tenant for the rentals and upon the terms and conditions hereinafter set forth; and

(c) Issue, for the purpose of paying Project Costs, the Bonds under and pursuant to and subject to the provisions of the Act and the Indenture, the Indenture being incorporated herein by reference and authorized by an Ordinance of the governing body of the Issuer; and

WHEREAS, the Tenant, pursuant to the foregoing proposals of the Issuer, desires to lease the Project from the Issuer for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and the Tenant do hereby covenant and agree as follows:

ARTICLE I

Section 1.1. Definitions.

Capitalized terms not otherwise defined in this Project Lease shall have the meanings set forth in the Indenture. In addition to the words, terms and phrases defined in the Indenture, the Site Lease and elsewhere in this Project Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth below, unless some other meaning is plainly intended:

"Additional Rent" means all fees, charges, costs and expenses of the Trustee or the Issuer (including reasonable attorneys' fees), all Impositions, all Default Administration Costs, all other payments of whatever nature payable or to become payable pursuant to the Indenture or which the Tenant has agreed to pay or assume under the provisions of this Project Lease and any and all expenses (including reasonable attorneys' fees) incurred by the Issuer or the Trustee in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Project Lease or the Indenture. The fees, charges, costs and expenses of the Trustee shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds and the administration or enforcement of any rights or obligations under this Project Lease, the Indenture except (a) the reasonable fees and expenses in connection with the

replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Trustee in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The fees, charges, costs and expenses of the Issuer shall include, but not be limited to, any and all costs incurred by the Issuer in connection with the administration or enforcement of any rights, duties, or obligations under this Project Lease, the exercise or pursuit of any remedy upon an Event of Default, the amendment of this Project Lease, the granting of consents, easements or similar actions or any other action required of or available to the Issuer under the terms of this Project Lease.

"Additional Term" shall mean that term commencing on the last day of the Basic Term and terminating five (5) years thereafter.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Basic Rent" means the pro rata amount which, when added to Basic Rent Credits, will be sufficient to pay, on the Payment Date, all principal of, redemption premium, if any, and interest on all Outstanding Bonds which is due and payable on such Payment Date. If for any reason on any Payment Date the Trustee does not have on deposit in the Debt Service Fund sufficient moneys to pay all principal and interest due on the Bonds on such Payment Date, then the Tenant shall pay, as Basic Rent, on such Payment Date, the amount of such deficiency.

"Basic Rent Credits" means all funds on deposit in the Debt Service Fund and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Basic Rent Payment Date.

"Basic Rent Payment Date" means December 31, 2032 or such earlier date of redemption.

"Basic Term" means that term commencing as of the delivery of this Project Lease and ending on December 31, 2032, subject to prior termination as specified in this Project Lease, but ending, in any event, when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, *et seq.*

"Certificate of Completion" means a written certificate signed by the Authorized Tenant Representative stating that (1) the Improvements have been substantially completed in accordance with the plans and specifications prepared or approved by the Issuer or the Tenant, as the case may be; (2) the Improvements have been substantially completed in a good and workmanlike manner; (3) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; (4) all Improvements constituting a part of the Project are located or installed upon the Real Property; and (5) if required by ordinances duly adopted by the Issuer or by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Improvements. A form of Certificate of Completion is attached as *Appendix B*.

"Completion Date" means the date on which the Improvements are certified as substantially completed in accordance with *Section 5.5* of this Project Lease.

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, may constitute an Event of Default.

"Environmental Assessment" means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Trustee which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Trustee.

"Environmental Law" means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the Term of this Project Lease.

"Event of Bankruptcy" means an event whereby the Tenant shall: (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Tenant has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"Event of Default" means any one of the following events:

(a) Failure of the Tenant to make any payment of Basic Rent at the time and in the amounts required hereunder; or

(b) Failure of the Tenant to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Project Lease on the Tenant's part to be observed or performed, and the same is not remedied within thirty (30) days after the Issuer or the Trustee has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (i) the Tenant has commenced such correction within the 30-day period and (ii) the Tenant diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Tenant; or

(e) A default under the Site Lease on the part of the Tenant, as Lessor, which remains unremedied after any applicable grace period.

"Full Insurable Value" means full actual replacement cost less physical depreciation.

"Hazardous Substances" shall mean "hazardous substances" as defined in CERCLA.

"Impositions" means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or the Tenant's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal

property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would encumber the Issuer's interest in the Project.

"Indenture" means the Trust Indenture delivered concurrently with this Project Lease, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of *Article XI* of the Indenture.

"Net Proceeds" means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Trustee or any other Owner) incurred in the collection of such gross proceeds.

The term **"Notice Address"** shall mean:

(1) With respect to the Tenant:

Homestead Senior Residences Bel Aire, LLC
603 Pennsylvania
Holton KS 66436
Attn: Manager

(2) With respect to the Issuer:

City of Bel Aire, Kansas
7651 E. Central Park Ave.
Bel Aire, Kansas 67226
Attn: City Clerk

(3) With respect to the Trustee:

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
Kansas City, Kansas 66101
Attn: Corporate Trust Department

"Owner's Title Evidence" means for purposes of *Section 6.3* of this Project Lease, either (1) an owner's or lender's policy of title insurance insuring the Tenant's fee simple title in the Real Property or (2) a certificate of title from a title insurance company evidencing Tenant's fee simple title in the Real Property.

"Permanent Lender" means PNC Bank, National Association and/or the Federal Housing Loan Mortgage Corporation, their successors and/or assigns.

"Permitted Encumbrances" means all easements, liens and rights-of-way of record at the time of lease of the Real Property to the Issuer, and any mortgages, liens or other encumbrances or title exceptions referenced in the Owner's Title Evidence.

"Project Contracts" means a contract or contracts with respect to the acquisition and/or construction of the Improvements entered into by the Tenant or the Issuer.

"Project Lease" means this Project Lease between the Issuer and the Tenant, as from time to time supplemented and amended in accordance with the provisions hereof.

"Real Property" means the real property (or interests therein) described in *Schedule I* hereto.

"SARA" means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

"State" means the State of Kansas.

"Term" means, collectively, the Basic Term and any Additional Term of this Project Lease.

Section 1.2. Representations and Covenants by the Tenant. The Tenant makes the following covenants and representations as the basis for the undertakings on its part herein contained:

(a) The Tenant is a Kansas limited liability company, duly organized and existing under the laws of the state, and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this Project Lease, acting by and through its duly authorized officers.

(b) Except as otherwise permitted herein, the Tenant shall (1) maintain and preserve its existence and organization as a limited liability company and its authority to do business in the State and to operate the Project; and (2) not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and (B) making provision for the payment in full of the principal of, redemption premium, if any, and interest on the Bonds. If, at any time during the Term of this Project Lease or the Indenture, the Tenant changes its state of organization, changes its form of organization, changes its name, or takes any other action which could affect the proper location for filing Uniform Commercial Code financing statements or continuation statements or which could render existing filings seriously misleading or invalid, the Tenant shall immediately provide written notice of such change to the Trustee, and thereafter promptly deliver to the Trustee such amendments and/or replacement financing statements, together with an Opinion of Counsel to the effect that such amendments and/or replacement financing statements have been properly filed so as to create a perfected security interest in the collateral securing the Indenture, and such additional information or documentation regarding such change as the Trustee may reasonably request.

(c) Neither the execution and/or delivery of this Project Lease, the consummation of the transactions contemplated hereby or by the Indenture, nor the fulfillment of or compliance with the terms and conditions of this Project Lease contravenes in any material respect any provisions of its articles of organization or operating agreement, or conflicts in any material respect with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Tenant is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Tenant under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Tenant is subject.

(d) This Project Lease constitutes a legal, valid and binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

(e) The Tenant agrees to operate and will operate the Project, or cause the Project to be operated as a "facility," as that term is contemplated in the Act, from the date of the Issuer's acquisition of the Project to the end of the Term.

(f) The Tenant has obtained or will obtain any and all permits, authorizations, licenses and franchises necessary to construct the Improvements and to enable it to operate and utilize the Project for the purposes for which it was leased by the Tenant under this Project Lease.

(g) The estimated total cost of the Improvements to be financed by the proceeds of the Bonds, plus interest on the Bonds during acquisition, construction and installation of the Improvements, and Costs of Issuance of the Bonds, will not be less than the original aggregate principal amount of the Bonds.

(h) After reasonable inquiry and investigation, the Tenant is not aware of (i) any Hazardous Substances generated from or located on the Project; (ii) any prior use of the Real Property which might reasonably involve Hazardous Substances; or (iii) any investigations, complaints or inquiries of any kind, from any source, concerning Hazardous Substances with respect to the Project or properties adjoining the Project.

(i) The Tenant will not use or permit the Project to be used by any other person or entity in any manner which would involve the generation, storage, disposal or transportation of Hazardous Substances, except in strict compliance with applicable Environmental Laws.

(j) The proceeds of the Bonds are to be used (i) to acquire, construct, install, equip and furnish the Project, and (ii) to pay certain costs related to the issuance of the Bonds.

(k) Subject to the provisions of *Section 10.2*, all Improvements and machinery and equipment comprising the Project will be located and maintained entirely and exclusively on the Real Property to and until the principal of, redemption premium, if any, and interest on the Bonds have been satisfied in full.

Section 1.3. Representations and Covenants by the Issuer.

The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the second class under the constitution and laws of the State. Under the provisions of the Act and the Ordinance, the Issuer has the power to enter into and perform the transactions contemplated by this Project Lease and the Indenture and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against, the Project, except for this Project Lease, the assignment of this Project Lease to the Trustee, any Permitted Encumbrances, any Impositions, and the pledge of the Project pursuant to the Indenture.

(c) Except as otherwise provided herein or in the Indenture, it will not during the Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against, the Project, except Permitted Encumbrances, this Project Lease, any Impositions and the pledge of the Project pursuant to the Indenture.

(d) It has pledged the Project and the net rentals therefrom generated under this Project Lease to payment of the Bonds in the manner prescribed by the Act, and has duly authorized the execution and delivery of this Project Lease and the Indenture and the issuance, sale and delivery of the Bonds.

(e) It has notified or obtained the consent to and/or approval of the issuance of the Bonds by each municipal corporation and political subdivision, the notification, consent or approval of which is required by the provisions of the Act.

ARTICLE II

Section 2.1. Granting of Leasehold.

The Issuer by these presents hereby rents, leases and lets the Project unto the Tenant and the Tenant hereby rents, leases and hires the Project for the Term from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

ARTICLE III

Section 3.1. Basic Rent.

The Issuer reserves and the Tenant covenants and agrees to pay Basic Rent to the Trustee, as assignee of the Issuer, for the account of the Issuer, for deposit in the Debt Service Fund, on each Basic Rent Payment Date. Basic Rent shall be payable at the principal office of the Trustee on each Basic Rent Payment Date.

Section 3.2. Additional Rent.

Within 30 days after receipt of written notice thereof, the Tenant shall pay any Additional Rent required to be paid pursuant to this Project Lease not already paid.

Section 3.3. Rent Payable Without Abatement or Setoff.

The Tenant covenants and agrees with and for the express benefit of the Issuer and the Owner that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's interest in the Project or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant or any subtenant, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any municipal corporation of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Project Lease, and the Tenant hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Project Lease or which releases or purports to release the Tenant therefrom. Nothing in this Project Lease shall be construed as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Project Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Project Lease that the Tenant shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Project Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owner.

Section 3.4. Prepayment of Basic Rent.

The Tenant may at any time prepay all or any part of the Basic Rent. Prepayments of Basic Rent will be applied to redemption of the Bonds (other than mandatory sinking fund redemption), including payment of redemption premium, as directed in writing by the Tenant, to the extent that Bonds are subject to optional redemption at the time of prepayment. Otherwise, prepayments of Basic Rent will be deposited in the Debt

Service Fund to be applied to purchase of Bonds as provided in the Indenture, or to optional redemption of Bonds (including redemption premium and interest) at the earliest date on which Bonds are subject to optional redemption.

Section 3.5. Deposit of Rent by the Trustee.

As assignee of the Issuer's rights hereunder, the Trustee shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Project Lease and the Indenture.

Section 3.6. Acquisition of Bonds.

If the Tenant acquires any or all of the Outstanding Bonds, it may present the certificate(s) representing such part of the Bonds to the Trustee for cancellation, and upon such cancellation, the Tenant's obligation to pay Basic Rent shall be reduced or terminated, as the case may be, in the same manner as provided for prepayments by the Tenant of Basic Rent. In no event, however, shall the Tenant's obligation to pay Basic Rent be reduced in such a manner that the Trustee shall not have on deposit in the Debt Service Fund on the next succeeding Payment Date, funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on Outstanding Bonds as and when the same shall become due and according to the terms of the Bonds; except in the case when Tenant owns and surrenders all of the Outstanding Bonds.

ARTICLE IV

Section 4.1. Disposition of Original Proceeds; Project Fund.

Except as otherwise provided below, the Original Proceeds shall be paid over to the Trustee for the account of the Issuer as the Bonds are issued and applied as set forth in *Section 5.02* of the Indenture. Notwithstanding any statement set forth in this Project Lease or in the Indenture to the contrary, in the event Tenant has completed the Project prior to the Issue Date with its own funds, then Tenant shall not be required to deposit the Original Proceeds with the Trustee. In such an event, the Tenant shall certify to the Issuer and Trustee that the Project has been completed and paid in full, whereupon the Issuer and Trustee shall deliver the Bonds to the Tenant on the Issue Date.

ARTICLE V

Section 5.1. Acquisition of Interest in Real Property and Improvements.

The Tenant shall prior to or concurrently with the issuance of the Bonds, execute and deliver the Site Lease under which the Tenant shall lease to the Issuer, subject to Permitted Encumbrances, the Real Property as described in *Schedule I*, and such of the Improvements as are then completed, installed or in progress. The Tenant shall also concurrently with delivery of the Site Lease make provisions for the discharge or subordination to the interests acquired by the Issuer of any liens or encumbrances incurred by it in connection with the construction, installation or development of the Improvements, other than Permitted Encumbrances.

Section 5.2. Project Contracts.

Prior to the delivery of this Project Lease, the Tenant may have entered into a contract or contracts with respect to the acquisition and/or construction of the Improvements. Those contracts, and any such contracts entered into by the Tenant or the Issuer after delivery of this Project Lease, are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, certain work has been or may have been performed on the Improvements pursuant to the Project Contracts or otherwise. The Tenant hereby covenants with the Issuer to perform the Project Contracts for the benefit of the Issuer as its own benefit as tenant under this Project Lease, and the Issuer hereby designates the Tenant as the Issuer's agent for the purpose of executing and performing the Project Contracts. After the execution hereof, the Tenant shall cause the Project Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance with the terms thereof, and the Tenant covenants to cause the Improvements to be acquired, constructed, installed and/or completed in accordance with the Project Contracts. The Tenant warrants that the construction and/or acquisition of the Improvements in accordance with the Project Contracts will result in the Project being suitable for use by the Tenant as a senior residence facility. Any and all amounts received by the Issuer, the Trustee or the Tenant from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund. The Trustee may, at its option, appoint an agent to review the Project Contracts, and make periodic inspections of the Improvements during construction to determine the satisfactory progress and completion of the work. The reasonable fees and expenses of such agent shall be paid by the Tenant as Additional Rent.

Section 5.3. Payment of Project Costs for Buildings and Improvements.

The Issuer hereby agrees to pay for the acquisition or construction of the Improvements or any repairs or replacements to be made pursuant to *Article XVIII* of this Project Lease, but solely from Original Proceeds of the Bonds (or Net Proceeds, as applicable) as deposited in the Project Fund, and hereby authorizes and directs the Trustee to pay for the same, but solely from the Project Fund, from time to time, after issuance of the Bonds while the Tenant is in compliance with the requirements of *Section 6.1* hereof, upon receipt by the Trustee of a requisition certificate signed by the Authorized Tenant Representative in the form set forth as *Appendix A* hereto, which is incorporated herein by reference.

The sole obligation of the Issuer under this paragraph shall be to cause the Trustee to make such disbursements upon receipt of such certificates and releases or waivers. The Trustee may rely fully on any such certificates and shall not be required to make any investigation in connection therewith, except that the Trustee shall investigate requests for reimbursements directly to the Tenant and shall require such supporting evidence as would be required by a reasonable and prudent fiduciary.

Section 5.4. Payment of Project Costs for Machinery and Equipment.

The Issuer hereby agrees to pay for the purchase and acquisition of any machinery and equipment constituting a part of the Improvements, but solely from the Project Fund, from time to time, upon receipt by the Trustee of a certificate signed by the Authorized Tenant Representative in the form provided by *Appendix A* hereto, which is incorporated herein by reference.

The sole obligation of the Issuer under this Section shall be to cause the Trustee to make such disbursements upon receipt of the certificates and proof of mechanic's or subcontractor's lien waiver or release, if the item is to become a fixture on the Real Property. The Trustee may rely fully on any such certificate and supporting documentation and shall not be required to make any independent investigation in connection therewith. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section will be considered a part of the Project. With respect to items of machinery and equipment constituting a part of the Improvements, the Tenant shall maintain a running master list of such machinery and equipment, and within 30 days after the Completion Date, the Tenant shall prepare an accurate detailed final list of machinery and equipment constituting a part of the Improvements (but not installed as fixtures therein or thereon), which list shall be filed with the Trustee, and shall constitute a part of

this Project Lease by reference. All machinery and equipment constituting a part of the Improvements shall be appropriately identified by separate schedule or other means acceptable to the Trustee.

Section 5.5. Completion of Project.

The Tenant warrants that the Project, when completed, will be occupied and used by the Tenant for its lawful business purposes. The Tenant covenants and agrees to proceed diligently to complete or acquire the Improvements as promptly as possible. The Tenant will draw the entire authorized principal amount of the Bonds by the Completion Date. Upon completion of the Improvements, the Tenant shall cause the Authorized Tenant Representative to deliver a Certificate of Completion, in the form substantially as attached hereto as *Appendix B*, to the Trustee. In the event funds remain on hand in the Project Fund on the date the Certificate of Completion is furnished to the Trustee, such remaining funds shall be transferred by the Trustee to the Debt Service Fund on the Completion Date and shall be applied in accordance with the provisions of the Indenture.

Section 5.6. Deficiency of Project Fund.

If Bond Proceeds in the Project Fund are insufficient to pay fully all Project Costs (including reimbursements to the Tenant for Project Costs advanced by the Tenant prior to issuance of the Bonds) and to fully complete the Improvements, lien-free (except for Permitted Encumbrances), the Tenant covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same become due, and the Tenant shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 5.7. Right of Entry by the Issuer and the Trustee.

The duly authorized agents of the Issuer and/or the Trustee shall have the right (but shall not be required) at any reasonable time and upon reasonable notice to the Tenant prior to the completion of the Improvements to have access to the Project or any part thereof for the purpose of inspecting the acquisition, installation or construction thereof.

Section 5.8. Machinery and Equipment Purchased by the Tenant.

If no part of the purchase price of an item of machinery, equipment or personal property is paid from Original Proceeds deposited in the Project Fund pursuant to the terms of this Project Lease, then such item of machinery, equipment or personal property will not be considered a part of the Project.

Section 5.9. Project Property of the Issuer.

All Improvements, all work and materials on Improvements as such work progresses, any Project Additions, anything under this Project Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as fully completed, repaired, rebuilt, rearranged, restored or replaced by the Tenant under the provisions of this Project Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the Issuer. Any Improvements which become a part of the real estate as fixtures shall remain separate from the Tenant's property unless and until purchased by the Tenant from the Issuer as provided in this Project Lease.

Section 5.10. Kansas Retailers' Sales Tax.

The parties have entered into this Project Lease in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Improvements are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Tenant's assistance, promptly obtain from the State and furnish to the contractors and suppliers a project exemption certificate for the construction of the Improvements. The Tenant covenants that the exemption certificate will be used only in connection with the purchase of tangible personal property or services becoming a part of the Project. The Issuer shall not be responsible for any failure on the part of the State to issue such project exemption certificate.

ARTICLE VI

Section 6.1. Insurance Requirements.

Tenant agrees to maintain the following policies of insurance in full force and effect:

(a) General accident and public liability insurance covering the Tenant's operations in or upon the Project (including coverage for losses arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be insured and the Issuer and the Trustee shall be additional insureds or mortgagees, as their interests in the Project appear, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently \$500,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee, such insurance to be maintained throughout the Term of this Project Lease;

(b) Statutory workers' compensation insurance;

(c) With regard to new buildings and improvements constituting a part of the Improvements, insurance insuring the Improvements while under construction against fire, lightning and all other risks covered by the broadest form extended coverage endorsement then and from time to time thereafter in use in the State to the Full Insurable Value of such Improvements. Such insurance coverage shall name the Tenant as insured and the Issuer and the Trustee as additional insureds or mortgagees and loss payees, as their respective interests appear, and all Net Proceeds received under such policy or policies by the Issuer or the Tenant shall be paid over to the Trustee and be applied as set forth in *Article XVIII* hereof; and

(d) insurance on the Improvements against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof, which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee, such insurance to be maintained throughout the Term of this Project Lease.

Section 6.2. General Insurance Provisions.

(a) Within 30 days of renewal dates of expiring policies, certificates of the insurance provided for in this Article shall be delivered by the Tenant to the Trustee. All policies of such insurance and all renewals thereof shall name the Tenant as insured and the Issuer and the Trustee as additional insureds or mortgagees and loss payees as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least 30 days' written notice to the Issuer, the Tenant and the Trustee and shall be payable to the Issuer, the Tenant and the Trustee as their respective interests appear. The Issuer and the Tenant each hereby agree to do anything necessary, be it the endorsement of checks or otherwise, to cause any payment of insurance proceeds to be made to the Trustee, as long as such payment is required by this Project Lease to be made to the Trustee. Any charges made by the Trustee for its services in connection with insurance payments shall be paid by the Tenant.

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company authorized under the laws of the State to assume the risks covered therein, except that the Tenant may be self-insured as to any required insurance coverages under a program of self-insurance approved by the State Commissioner of Insurance or other applicable State regulatory authority.

(c) Certificates of insurance evidencing the insurance coverages herein required shall be filed with the Trustee continuously during the Term of this Project Lease.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible or self-insured retention.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Tenant.

(f) Anything in this Project Lease to the contrary notwithstanding, the Tenant shall be liable to the Issuer and the Trustee pursuant to the provisions of this Project Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Tenant, its agents, licensees, contractors, invitees or employees.

Section 6.3. Evidence of Title.

The Tenant shall furnish Owner's Title Evidence in the form of a policy of owner's or lender's title insurance, insuring the Tenant's fee simple title to the Real Property, as of the Issue Date, subject to Permitted Encumbrances. Such evidence of title shall contain no exceptions, other than the title insurance company's standard printed exceptions, Permitted Encumbrances, and the encumbrance created by the Site Lease and this Project Lease. If the Tenant is the sole Owner, in lieu of providing a policy of owner's or lender's title insurance as of the Issue Date, the Tenant may furnish evidence of the Tenant's fee simple title to the Real Property in the form of a copy of a policy of owner's title insurance, a copy of a loan policy of title insurance or a certificate of owner's title, evidencing the Tenant's fee simple title to the Real Property, subject to Permitted Encumbrances.

ARTICLE VII

Section 7.1. Impositions.

The Tenant shall, during the Term of this Project Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Tenant shall be required to pay only such installments thereof as become due and payable during the Term of this Project Lease as and when the same become due and payable.

Section 7.2. Receipted Statements.

Unless the Tenant exercises its right to contest any Impositions in accordance with *Section 7.3* hereof, the Tenant shall, within 30 days after the last day for payment without penalty or interest of an Imposition which the Tenant is required to bear, pay and discharge pursuant to the terms hereof, deliver to the Trustee a copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3. Contest of Impositions.

The Tenant shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted before the Imposition complained of becomes delinquent if, and provided, the Tenant (i) before instituting any such contest, shall give the Issuer and the Trustee written notice of its intention to do so and, if requested in writing by the Issuer or the Trustee, shall deposit with the Trustee a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer and the Trustee, as their interests may appear, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Tenant shall indemnify and hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest.

Section 7.4. Ad Valorem Taxes.

The parties acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property acquired, constructed or purchased with the proceeds of the Bonds (except such property used for certain retail uses) is eligible to receive exemption from *ad valorem* taxation for a period up to 10 calendar years after the calendar year in which the Bonds are issued, provided the Issuer has (a) complied with certain notice, hearing and procedural requirements established by law, and proper application has been made; and further provided that no exemption may be granted from the *ad valorem* property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. The Issuer represents that such notice, hearing and procedural requirements will have been complied with at the Issue Date. Issuer covenants that, so long as any of the Bonds are Outstanding and except as otherwise allowed herein, it will not voluntarily take any action intended to cause or induce the levy or assessment of ad valorem taxes on the Improvements for an initial five (5) year period, and for an additional five (5) year period for a total of ten (10) years, if the additional five (5) year period is approved by the then current governing body of the Issuer. The Issuer will, at the Tenant's request, with information furnished by Tenant and the Trustee, make all necessary filings regarding the application for *ad valorem* tax exemption in the calendar year following the calendar year in which the Bonds were issued, subject to a renewal of the additional five (5) year period set forth herein, and take any other action as may be necessary to maintain such *ad valorem* tax exemption in full force and effect, in accordance with K.S.A. 79-201a, 79-210 *et seq.* and the requirements of the State Board of Tax Appeals. If it becomes necessary to litigate the issue of availability or applicability of the *ad valorem* tax exemption, the Issuer will cooperate fully with Tenant in pursuing such litigation, but all litigation costs and reasonable attorneys' fees must be paid by Tenant, either directly or as Additional Rent.

ARTICLE VIII

Section 8.1. Use of Project.

Subject to the provisions of this Project Lease, the Tenant shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. The Tenant shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project Lease. The Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Tenant to comply with the provisions of this Article.

Section 8.2. Environmental Provisions.

(a) The Tenant hereby covenants that it will not cause or permit any Hazardous Substances (as defined herein) to be placed, held, located or disposed of, on, under or at the Real Property or the Project, other than in the ordinary course of business and in compliance with all applicable Environmental Laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Issuer hereunder and in the Indenture, the Tenant hereby agrees to indemnify and hold harmless the Issuer, the Trustee and the Owner from time to time from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment, costs of investigation, consultants, testing, sampling, cleanup, or defense, and claims of any and every kind paid, incurred or suffered, with respect to, or as a direct or indirect result of, the actual or alleged presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Real Property or the Project of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under any federal, state or local Environmental Law or so-called "Superfund" or "Super lien" law, or any other applicable Environmental Law, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standard of conduct concerning, any Hazardous Substance) regardless of whether or not caused by or within the control of the Tenant.

(c) If the Tenant receives any notice of (1) the happening of any event involving the use, other than in the ordinary course of business and in compliance with all applicable Environmental Laws, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Real Property or the Project or in connection with the Tenant's operations thereon or (2) any complaint, order, citation or notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting the Tenant (an "Environmental Complaint") from any person (including, without limitation, the United States Environmental Protection Agency (the "EPA") and the Kansas Department of Health and Environment ("KDHE")) then the Tenant shall immediately notify the Issuer and the Trustee in writing. With respect to any such notice that relates to a condition or conditions on the Project site, the Tenant shall promptly initiate action to remediate the conditions cited in the notice, and shall diligently pursue such remediation at its expense to the satisfaction of the city authority.

(d) If the Tenant fails to initiate action to remediate as required in subsection (c) of this section, or otherwise fails to discharge its obligations under this *Section 8.2*, the Issuer shall have the right, but not the obligation, and without limitation of the Issuer's other rights under this Project Lease, to enter the Project or to take such actions as it may deem necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice asserting the existence on the Project of any Hazardous Substance or an Environmental Complaint pertaining to the Project or any part thereof which, if true, could result in an order, suit or other action against the Tenant and/or which, in the reasonable judgment of the Issuer, could jeopardize its interests under this Project Lease. All reasonable costs and expenses incurred by the Issuer in the exercise of any such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(e) If an Event of Default shall have occurred and is continuing, at the request of the Issuer or the Trustee, the Tenant shall periodically perform (at the Tenant's expense) an environmental audit and, if reasonably deemed necessary by the Issuer or the Trustee, an Environmental Assessment, (each of which must be reasonably satisfactory to the Issuer and the Trustee) of the Project, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Tenant with respect to the Project. The audit and/or Environmental Assessment shall be conducted by an environmental consultant satisfactory to the Issuer and the Trustee. Should the Tenant fail to perform any environmental audit or risk assessment within 30 days

of the written request of the Issuer or the Trustee, either shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Issuer or the Trustee in the exercise of such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(f) The Tenant shall not install nor permit to be installed in the Project friable asbestos or any substance containing asbestos and deemed hazardous by Environmental Law applicable to the Project and respecting such material, and with respect to any such material currently present in the Project, shall promptly either (1) remove any material which such applicable regulations deem hazardous and require to be removed or (2) otherwise comply with such applicable Environmental Law, at the Tenant's expense. If the Tenant shall fail to so remove or otherwise comply, the Issuer may declare an Event of Default and/or do whatever is necessary to eliminate the substances from the Project or otherwise comply with the applicable Environmental Law or order, and the costs thereof shall be payable by the Tenant on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points. The Tenant shall defend, indemnify, and save the Issuer, the Trustee and the Owner harmless from all costs and expenses (including consequential damages) asserted or proven against the Tenant, or incurred to comply with such regulations.

(g) The provisions of this *Section 8.2* shall survive the termination of this Project Lease or exercise of the Tenant's option to purchase the Project, except with respect to obligations which arise solely and exclusively as a result of the use, spill, release, leak, seepage or discharge of Hazardous Substances on the Real Property or the Project after the Project is no longer occupied by the Tenant.

ARTICLE IX

Section 9.1. Sublease by the Tenant.

The Tenant may sublease the Project to a single party or entity, with the prior written consent of the Issuer. The Tenant may sublease portions of the Project for use by others in the normal course of its business without the Issuer's prior consent or approval. In the event of any such subleasing, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Issuer or the Trustee and any such subtenant shall relieve the Tenant of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Project Lease.

Section 9.2. Assignment by the Tenant.

The Tenant may assign, sell, or otherwise transfer its interest in this Project Lease only with the prior written consent of the Issuer. In the event of any such assignment, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Issuer or the Trustee and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section. The Tenant has the express right to mortgage its interest without Issuer consent.

Section 9.3. Release of the Tenant.

If, in connection with an assignment by the Tenant of its interest in this Project Lease, (a) the Issuer and the Owners of at least seventy-five percent (75%) in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the Trustee their prior written consent to such assignment, and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, then the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.4. Mergers and Consolidations.

Notwithstanding the provisions of Sections 9.2 and 9.3 above, if the Tenant shall assign or transfer, by operation of law or otherwise, its interests in this Project Lease in connection with a transaction involving the merger or consolidation of the Tenant with or into, or a sale, lease or other disposition of all or substantially all of the property of the Tenant as an entirety to another person, association, corporation or other entity, and (a) the Issuer shall file with the Trustee its prior written consent to such assignment, transfer or merger, (b) the proposed assignee, transferee or surviving entity shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, and (c) the Tenant shall furnish the Trustee and the Issuer with evidence in the form of financial statements accompanied by a proforma balance sheet prepared by an independent certified public accountant of recognized standing showing that the net worth of such proposed assignee, transferee or surviving entity immediately following such assignment, transfer or merger will be at least equal to the net worth of the Tenant as shown by the most recent financial statements of the Tenant furnished to the Trustee pursuant to this Project Lease; then and in such event the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment, transfer or merger.

Section 9.5. Covenant Against Other Assignments.

The Tenant will not assign or in any manner transfer its interests under this Project Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth in this *Article IX*.

ARTICLE X

Section 10.1. Repairs and Maintenance.

The Tenant covenants and agrees that it will, during the Term of this Project Lease, at its own expense, keep and maintain the Project and all parts thereof in good condition and repair (ordinary wear and tear excepted), including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order (ordinary wear and tear excepted).

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment.

The Tenant shall have the right, provided the Tenant is not in Default, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and which is no longer used by the Tenant or, in the opinion of the Tenant, is no longer useful to the Tenant in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise).

All machinery or equipment constituting a part of the Project and removed by the Tenant in compliance with this Section shall become the absolute property of the Tenant and may be sold or otherwise disposed of by the Tenant without otherwise accounting to the Issuer. In all cases, the Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. The Tenant's rights under this Section to remove machinery or equipment constituting a part of the Project is intended only to permit the Tenant to maintain an efficient operation by the removal of such machinery and

equipment no longer suitable to the Tenant's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such machinery or equipment by the Tenant.

ARTICLE XI

Section 11.1. Alteration of Project.

The Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Project as the Tenant from time to time may deem necessary or advisable; provided, however, that the Tenant shall not make any major addition, change or alteration which will adversely affect the intended use or structural strength or value of any part of the Improvements. All additions, changes and alterations made by the Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery, equipment and/or personal property of the Tenant not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Tenant and may be removed by the Tenant prior to or as provided in *Section 22.1* hereof.

ARTICLE XII

Section 12.1. Additional Improvements.

The Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Real Property or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Tenant from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Tenant pursuant to the authority of this Article shall, during the Term, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant at any time during the Term hereof. The Tenant covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Project because of the construction of, addition to, alteration or removal of, the additional buildings or improvements, (b) to keep and maintain the additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, (c) to promptly and with due diligence either raze and remove from the Real Property, in a good, workmanlike manner, or repair, replace or restore such of the additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Tenant pursuant to this Article which remain in place after the termination of this Project Lease for any cause other than the purchase of the Project pursuant to *Article XVII* hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer.

ARTICLE XIII

Section 13.1. Securing of Permits and Authorizations.

The Tenant shall not do or permit others under its control to do any work in or in connection with the Project or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project Lease.

Section 13.2. Mechanic's Liens.

The Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, is encumbered by any mechanic's or other similar lien. Should any mechanic's or other similar lien ever be filed against the Project, or any part thereof, the Tenant shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Tenant or anyone claiming by, through or under the Tenant upon credit, and that no mechanic's or similar liens for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to the Project, or any part thereof.

Section 13.3. Contest of Liens.

The Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within the 30-day period stated above it (a) notifies the Issuer and the Trustee in writing of its intention so to do, and if requested by the Trustee or the Issuer, deposits with the Trustee a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with the asserted lien and the contest thereof, (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.4. Utilities.

All utilities and utility services used by the Tenant in, on or about the Project shall be contracted for by the Tenant in the Tenant's own name and the Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary for all operations on the Project.

ARTICLE XIV

Section 14.1. Indemnity.

The Tenant agrees, whether or not the transactions contemplated by this Project Lease, the Site Lease, the Bonds or the Indenture are consummated, to indemnify and hold harmless the Issuer and its officers, directors, officials, employees and agents, including the Trustee as assignee of the Issuer's rights under this Project Lease, and the Owner and each of its officers, directors, employees and agents (any or all of the foregoing referred to hereafter as "Indemnified Persons"), from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges or other costs (including, without limitation, all attorneys' fees and expenses incurred in connection with enforcing this Project Lease or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with (a) any cause in connection with the Project, including, without limitation, the acquisition, design, construction, installation, equipping, operating,

maintenance or use thereof; (b) any act or omission of the Tenant or any of its agents, contractors, servants, employees or licensees in connection with the use or operation of the Project; (c) any cause in connection with the issuance and sale of the Bonds, (d) a misrepresentation or breach of warranty by the Tenant hereunder or under any of the documents executed by the Tenant in connection with this Project Lease, or (e) any violation by the Tenant of any of its covenants hereunder or under any of the other documents executed by the Tenant in connection with the Bonds or this Project Lease. This indemnity is effective only with respect to any loss incurred by any Indemnified Person not due to willful misconduct, gross negligence, or bad faith on part of such Indemnified Person. In case any action or proceeding shall be brought against one or more Indemnified Person and with respect to which such Indemnified Person may seek indemnity as provided herein, such Indemnified Person shall promptly notify the Tenant in writing and the Tenant shall promptly assume the defense thereof, including the employment of counsel reasonable satisfactory to such Indemnified Person or Indemnified Persons, the payment of all expenses and the right to negotiate and consent to settlement; provided, however, that the failure to notify the Tenant as provided shall not relieve Tenant from any liability or duty under this Section, so long as Tenant is given reasonable opportunity to defend such claim.

ARTICLE XV

Section 15.1. Access to Project.

The Issuer, for itself and its duly authorized representatives and agents, including the Trustee, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice, for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of the Tenant's default under any of the provisions of this Project Lease, and (c) after an Event of Default, for the purposes of exhibiting the Project to prospective purchasers, lessees or mortgagees. The Issuer may, during the progress of the work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

Section 16.1. Option to Extend Basic Term.

The Tenant and/or Permanent Lender shall have and is hereby given the right and option to extend the Basic Term of this Project Lease for the Additional Term provided that (a) the Tenant shall give the Issuer written notice of its intention to exercise the option at least 30 days prior to the expiration of the Basic Term and (b) the Tenant is not in Default hereunder at the time it gives the Issuer such notice or at the time the Additional Term commences. In the event the Tenant exercises such option, the terms, covenants, conditions and provisions set forth in this Project Lease shall be in full force and effect and binding upon the Issuer and the Tenant during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of \$100.00 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

Section 17.1. Option to Purchase Project.

Subject to the provisions of this Article, the Tenant shall have the right and option to purchase the Issuer's interest in the Project at any time during the Term hereof and for 120 days thereafter. The Tenant shall exercise its option by giving the Issuer written notice of the Tenant's election to exercise its option and specifying the date, time and place of closing, which date (the "Release Date") shall neither be earlier than 30

days nor later than 180 days after the notice is given. The Tenant may not, however, exercise such option if the Tenant is in Default hereunder on the Release Date unless all Defaults are cured upon payment of the purchase price specified in *Section 17.2*.

Section 17.2. Quality of Title and Purchase Price.

If the notice of election to purchase is given, the Issuer shall assign and release all of its interests in the Project to the Tenant on the Release Date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project, for a price determined as follows (which the Tenant agrees to pay in cash at the time of delivery of the Issuer's instruments of release of the Project to the Tenant as hereinafter provided):

(1) The full amount which is required to provide the Issuer and the Trustee with funds sufficient, in accordance with the provisions of the Indenture, to pay at maturity or to redeem and pay in full (A) the principal of all of the Outstanding Bonds, (B) all interest due thereon to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses and premiums incident to the redemption and payment of the Bonds in full, plus

(2) \$100.00.

In the event the Tenant owns all of the Outstanding Bonds, the Tenant may surrender the Bonds to the Trustee for cancelation in lieu of paying the full amount set forth in this Section.

Nothing in this Article shall release or discharge the Tenant from its duty or obligation under this Project Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Project Lease, becomes due and payable prior to the Release Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Tenant prior to the Release Date.

Section 17.3. Closing of Purchase.

On the Release Date, the Issuer shall deliver to the Tenant its release of leases and/or other appropriate instruments of assignment or release, properly executed and releasing the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, and the Tenant shall pay the full purchase price for the Project as follows: (a) the amount specified in clause (1) of *Section 17.2* shall be paid to the Trustee for deposit in the Debt Service Fund to be used to pay or redeem Bonds and the interest thereon as provided in the Indenture, and (b) the amount specified in clause (2) of *Section 17.2* shall be paid to the Issuer; provided, however, that nothing herein shall require the Issuer to deliver its appropriate instruments of assignment or release to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied or adequate provision made for such performance and satisfaction. Upon the recording of the Issuer's instruments of assignment or release, and payment of the purchase price by the Tenant and legal defeasance or cancellation of the Bonds, this Project Lease will terminate, subject to the provisions of *Section 20.2* hereof.

Section 17.4. Effect of Failure to Complete Purchase.

If, for any reason, the purchase of the Project by the Tenant pursuant to valid notice of election to purchase is not effected on the Release Date, this Project Lease shall be and remain in full force and effect according to its terms as if no notice of election under *Section 17.1* had been given. The Issuer and Tenant agree to use all commercially reasonable efforts to effect the assignment and release as soon as possible.

Section 17.5. Application of Condemnation Awards if the Tenant Purchases Project.

The right of the Tenant to exercise its option to purchase the Project under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Project. If the Tenant shall exercise its option and pay the purchase price as provided in this Article, all of the condemnation awards received by the Issuer after the payment of the purchase price, less all attorneys' fees and other expenses and costs incurred by the Issuer in connection with such condemnation, shall belong and be paid to the Tenant.

Section 17.6. Option to Purchase Unimproved Portions of Real Property.

The Tenant shall have the option to purchase at any time and from time to time during the Term any vacant part or vacant parts of the unimproved Real Property constituting a part of the Project; provided, however, that the Tenant shall furnish the Issuer and the Trustee with a certificate of the Authorized Tenant Representative, dated not more than thirty (30) days prior to the date of the purchase and stating that, in the opinion of the Authorized Tenant Representative, (a) the portion of the Real Property with respect to which the option is exercised is not needed for the operation of the Project, (b) the purchase will not impair the usefulness or operating efficiency or materially impair the value of the Project and will not destroy or materially impair the means of ingress thereto and egress therefrom, and (c) the purchase will not materially adversely affect compliance of the remaining Real Property and any Improvements with applicable zoning laws or regulations. The Tenant shall exercise this option by giving the Issuer and the Trustee written notice of the Tenant's election to exercise its option and specifying (i) the legal description of the portion of Real Property to be released, and (ii) a certificate signed by the chief executive or chief financial officer of the Tenant stating that no event has occurred and is continuing which, with notice or lapse of time or both, would constitute an Event of Default. The Tenant may not exercise this option if there has occurred and is continuing any event which, with notice or lapse of time or both, would constitute an Event of Default at the time the notice is given and may not purchase the Real Property unless all defaults are cured. The option includes the right to purchase a perpetual easement for right-of-way to and from the public roadway and the right to purchase such land as is necessary to assure that there will always be access between the portion of the Real Property purchased pursuant to these *Sections 17.6 through 17.10* and the public roadway.

Section 17.7. Quality of Title - Purchase Price.

If the notice of election to purchase is given as provided in *Section 17.6*, the Issuer shall release its interest in the real property described in the Tenant's notice to the Tenant on the specified date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the real property described in the Tenant's notice.

Section 17.8. Closing of Purchase.

The Issuer shall deliver to the Tenant its release of leases and other appropriate instruments of assignment or release, properly executed and releasing such real property to the Tenant free and clear of all liens and encumbrances except as stated above, and the Tenant shall pay the Trustee the purchase price for such real property, and the Trustee will deposit the purchase price in the Debt Service Fund and use the proceeds to redeem Bonds on any date the Bonds are subject to optional redemption, as provided in the Indenture. Nothing herein shall require the Issuer to deliver its release of leases to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied.

Section 17.9. Effect of Release on Lease.

The exercise by the Tenant of the option granted under these *Sections 17.6 to 17.10* and the purchase and release of a portion of the Real Property constituting a part of the Project pursuant hereto shall in no way whatsoever affect this Project Lease, and all the terms and provisions shall remain in full force and effect, including, without limitation, the Tenant's obligations to pay all Basic Rent and Additional Rent.

Section 17.10. Effect of Failure to Complete Purchase.

If, for any reason, the purchase by the Tenant of the portion of the real property described in the notice is not effected on the specified date, this Project Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given.

ARTICLE XVIII**Section 18.1. Damage and Destruction.**

(a) If, during the Term, any Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant shall promptly notify the Issuer and the Trustee in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Tenant shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Improvements shall be paid to the Trustee and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Fund after such rebuilding, repairing, restoring or replacing shall be paid to the Tenant.

(c) If the Tenant shall reasonably determine that rebuilding, repairing, restoring or replacing the Improvements is not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Project shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any period in which the Improvements are damaged or destroyed, or are being repaired, rebuilt, restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Project Lease nor of any other obligations of the Tenant under this Project Lease except as expressly provided in this Section.

Section 18.2. Condemnation.

(a) If, during the Term, title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain (other than the Issuer), the Tenant shall, within 30 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Trustee in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire substitute land or construct substitute Improvements.

(b) If the Tenant shall determine that such substitution is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch the acquisition or construction of such substitute Real Property or Improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings shall be paid to the Trustee for the account of the Tenant and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Fund after such acquisition or construction shall be paid to Tenant.

(c) If the Tenant shall reasonably determine that it is not practicable and desirable to acquire or construct substitute Improvements, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent nor of any other obligations hereunder payable by the Tenant under this Project Lease.

(e) The Issuer shall cooperate fully with the Tenant in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof so long as the Issuer is not the condemning authority. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Tenant and the Trustee.

Section 18.3. Effect of Tenant's Defaults.

Anything in this Article to the contrary notwithstanding, the Issuer and the Trustee shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or condemnation of the Project to the Tenant or any third party if an Event of Default has occurred and is continuing, or the Issuer or the Trustee has given notice to the Tenant of any Default which, with the passage of time, will become an Event of Default. In the event the Tenant shall cure any Defaults specified herein, the Trustee shall make payments from the Net Proceeds to the Tenant in accordance with the provisions of this Article. However, if this Project Lease is terminated or the Issuer or the Trustee otherwise re-enters and takes possession of the Project without terminating this Project Lease, the Trustee shall pay all the Net Proceeds held by it into the Debt Service Fund and all rights of the Tenant in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1. Change of Circumstances.

If at any time during the Term of this Project Lease, a Change of Circumstances occurs, then the Tenant shall have the option to: (a) purchase the Project pursuant to *Article XVII* or (b) terminate this Project Lease by giving the Issuer notice of such termination within 90 days after the Tenant has actual knowledge of the event giving rise to such option. The termination of this Project Lease will become effective when all of the Bonds Outstanding are paid or payment is provided for pursuant to the Indenture.

ARTICLE XX

Section 20.1. Remedies on Default.

Whenever any Event of Default shall have happened and be continuing, the Trustee (acting on behalf of the Issuer, as assignee of the Issuer's rights hereunder) may take any legal action, including but not limited to, one or more of the following remedial actions:

(a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Indenture, the Trustee, acting on behalf of the Issuer, may declare the aggregate amount of all unpaid Basic Rent or Additional Rent required to be paid by the Tenant to be immediately due and payable under this Project Lease.

(b) The Trustee, acting on behalf of the Issuer, may give the Tenant written notice of intention to terminate this Project Lease on a date not earlier than 30 days after such notice is given and, if all Events of Default have not then been cured on the date specified, the Tenant's rights to possession of the Project shall cease, and this Project Lease shall terminate. The Trustee, acting on behalf of the Issuer, may re-enter and take possession of the Project and pursue all its available remedies, including sale of Issuer's interest in the Project and judgment against the Tenant for all Basic Rent and Additional Rent then owing, including costs and attorneys' fees.

(c) Without terminating this Project Lease, the Trustee, acting on behalf of the Issuer, may conduct inspections or an Environmental Assessment of the Project. The Issuer or the Trustee, acting on behalf of the Issuer, may refuse to re-enter or take possession of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Tenant under any Environmental Law resulting from conditions on the Project.

(d) Without terminating the Term, the Trustee, acting on behalf of the Issuer, may relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project shall be construed as an election to terminate this Project Lease, nor relieve the Tenant of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Project Lease, all of which shall survive such re-entry or taking of possession. The Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this Project Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any, of reletting the Project.

(e) Having elected to reenter or take possession of the Project pursuant to subsection 20.1(c), the Trustee, acting on behalf of the Issuer, may (subject, however, to any restrictions against termination of this Project Lease in the Indenture), by notice to the Tenant given at any time thereafter while the Tenant is in Default in the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Project Lease, elect to terminate this Project Lease in accordance with subsection 20.1(b) and thereafter proceed to exercise any remedies lawfully available.

(f) If, in accordance with any of the provisions of this Article, the Issuer shall have the right to elect to re-enter and take possession of the Project, the Issuer or the Trustee, acting on behalf of the Issuer, may enter and expel the Tenant and those claiming through or under the Tenant and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of contract by the Tenant.

(g) Net proceeds of any reletting or sale of the Project shall be deposited in the Debt Service Fund for application to pay the Bonds and interest thereon. "Net proceeds" shall mean the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal fees and expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting or sale.

(h) The Issuer or the Trustee, acting on behalf of the Issuer, may recover from the Tenant any attorneys' fees or other expense incurred in exercising any of its remedies under this Project Lease.

Notwithstanding the foregoing, Permanent Lender is granted the right to receive notice of and a reasonable opportunity to cure any event of default under the Lease. Such cure period shall be at least equal to any cure period to which Tenant has a right. Issuer waives any default that cannot be cured by Permanent Lender, including specifically non-monetary defaults and bankruptcy-related issues personal to Issuer.

Section 20.2. Survival of Obligations.

The Tenant covenants and agrees with the Issuer, the Trustee and the Owner that, until all Bonds and the interest thereon and redemption premium, if any, are paid in full or provision is made for the payment thereof or cancellation in accordance with the Indenture, its obligations under this Project Lease shall survive the cancellation and termination of this Project Lease for any cause and/or sale of the Project, and the Tenant shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Trustee may receive from the Project after such termination) and perform all other obligations provided for in this Project Lease, all at the time or times provided in this Project Lease. Notwithstanding any provision of this Project Lease or the Indenture, the Tenant's obligations under *Sections 8.2 and 14.1* hereof shall survive any termination, release or assignment of this Project Lease, the Indenture and payment or provision for payment of the Bonds.

Section 20.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Project Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Indenture. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

Section 20.4. Permanent Lender Protections.

- (a) Issuer or Trustee must give Permanent Lender written notice prior to exercising any remedies after default and will forward to Permanent Lender all other notices sent to Tenant excluding rent and periodic billing notices.
- (b) Issuer will deliver to Permanent Lender a mutually agreeable estoppel certificate covering the Project Lease on request.
- (c) Permanent Lender shall have an unrestricted right to foreclose and assign its rights under the Lease.
- (d) If the Project Lease terminates for any reason, Issuer will enter into a new lease with Permanent Lender or its nominee on the same terms and conditions as the existing Project Lease and with the same title priority.

- (e) Permanent Lender's liability under the Project Lease is limited to the value of its interest in the Project Lease. The Permanent Lender and its assigns are automatically released from liability to Issuer after an assignment of their interest.
- (f) Issuer will not mortgage its leasehold estate without the express permission of Permanent Lender. Any such mortgage will be subordinate to the Project Lease and any subleases, including any new lease entered into with Permanent Lender as provided for herein.

ARTICLE XXI

Section 21.1. Performance of the Tenant's Obligations by the Issuer.

If the Tenant shall fail to keep or perform any of its obligations as provided in this Project Lease, then the Issuer may (but shall not be obligated to), upon the continuance of such failure on the Tenant's part for 90 days after notice of such failure is given the Tenant by the Issuer or the Trustee and without waiving or releasing the Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations through payment of Additional Rent. If such Additional Rent is not so paid by the Tenant within 10 days of demand, the Issuer shall have the same rights and remedies provided for in *Article XX* in the case of Default by the Tenant in the payment of Basic Rent.

ARTICLE XXII

Section 22.1. Surrender of Possession.

Upon accrual of the Issuer's right of reentry as the result of the Tenant's Default hereunder or upon the cancellation or termination of this Project Lease by lapse of time or otherwise (other than as a result of the Tenant's purchase of the Project), the Tenant shall peacefully surrender possession of the Project to the Trustee, as assignee of the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, that the Tenant shall have the right, prior to or within 30 Business Days after the termination of this Project Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Project Lease and are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Tenant. All buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures owned by the Tenant and which are not so removed from on or about the Project prior to or within 30 Business Days after such termination of this Project Lease shall become the separate and absolute property of the Issuer. Any cancellation is subject to the written consent of the Permanent Lender.

ARTICLE XXIII

Section 23.1. Notices.

All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered mail to the Notice Address. All notices given by registered mail shall be deemed duly delivered three days after they are mailed. When mailed notices are given, the party giving notice will use reasonable diligence to contact the party being notified by telephone, electronic mail or facsimile on or before the date such notice is mailed.

ARTICLE XXIV

Section 24.1. Triple-Net Lease.

The parties hereto agree that (a) this Project Lease is intended to be a triple-net lease, (b) the payments of Basic Rent and Additional Rent are designed to provide the Issuer and the Trustee with funds adequate in amount to pay all principal of and interest on all Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the Issuer and the Trustee with funds sufficient for the purposes aforesaid, the Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

Section 24.2. Funds Held by the Trustee After Payment of Bonds.

If, after the principal of and interest on all Bonds and all costs incident to the payment of the Bonds have been paid in full, the Trustee holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Project Lease and the Indenture and after payment therefrom to the Issuer of any sums of money then due and owing by the Tenant under the terms of this Project Lease, be the absolute property of and be paid over to the Tenant.

ARTICLE XXV

Section 25.1. Rights and Remedies.

The rights and remedies reserved by the Issuer and the Tenant hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Tenant shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Project Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.2. Waiver of Breach.

No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such Default which was in existence at the time such payment or payments or performance were accepted by it.

Section 25.3. The Issuer Shall Not Unreasonably Withhold Consents and Approvals.

Wherever in this Project Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Issuer shall not unreasonably or arbitrarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXVI

Section 26.1. The Issuer May Not Release Interest without Tenant Consent.

The Issuer covenants that unless an Event of Default under this Project Lease has occurred and is continuing, and the remaining Term of this Project Lease has been terminated, it will not, without the Tenant's written consent, unless required by law, assign, release or encumber its leasehold interest in the Project at any time during the Term of this Project Lease.

Section 26.2. Quiet Enjoyment and Possession.

The Tenant shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

Section 26.3. Issuer's Obligations Limited.

Except as otherwise expressly provided in this Project Lease, no recourse upon any obligation or agreement contained in this Project Lease or in any Bond or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise under any circumstances, under or independent of the Indenture, shall be had against the Issuer and its officers, employees and agents.

Notwithstanding anything in this Project Lease to the contrary, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Tenant, an Owner or the Trustee as to the existence of any fact or state of affairs required to be noticed by the Issuer; (b) the Issuer shall not be under any obligation to perform any record-keeping or to provide any legal services, it being understood that such services shall be performed or provided either by the Tenant, the Trustee or the Owner; and (c) that none of the provisions of this Project Lease shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall have first been adequately indemnified to its satisfaction against the costs, expenses and liability which may be incurred by such action.

Notwithstanding anything in this Project Lease to the contrary, any obligation the Issuer may incur under this Project Lease or under any instrument or document executed by the Issuer in connection with this Project Lease that entails the expenditure of any money by the Issuer shall be only a limited obligation of the Issuer payable solely from the revenues derived by the Issuer under this Project Lease and shall not be, under any circumstances, a general obligation of the Issuer.

ARTICLE XXVII

Section 27.1. Investment Tax Credit; Depreciation.

The Tenant shall be entitled to claim the full benefit of (1) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to time hereafter in effect, and (2) any deduction for depreciation with respect to the Project from federal or state income taxes. The Issuer agrees that it will upon the Tenant's request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to the Tenant.

ARTICLE XXVIII

Section 28.1. Amendments.

This Project Lease may be amended, changed or modified in writing in the following manner:

(a) With respect to an amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Owners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by Owners of at least 90% of the aggregate principal amount of the Bonds then Outstanding;

(b) With respect to any other amendment, change or modification which will materially adversely affect the security or rights of the Owners, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by Owners of at least 66-2/3% of the aggregate principal amount of the Bonds then Outstanding; and

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by the Issuer and the Tenant.

At least 30 days prior to the execution of any agreement pursuant to (c) above, the Issuer and the Tenant shall furnish the Trustee and the Owner with a copy of the amendment, change or modification proposed to be made. Notwithstanding the foregoing, the Project Lease will not be materially modified or restated without the prior written consent of Permanent Lender.

Section 28.2. Granting of Easements.

If no Event of Default under this Project Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Project, free from any rights of the Issuer or the Owner, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (1) a copy of the instrument of grant or release or of the agreement or other arrangement, (2) a written application signed by the Authorized Tenant Representative requesting such instrument, and (3) a certificate executed by the Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (B) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Owner. Any consideration received by the Tenant for the grant or release must be paid to the Trustee to be deposited in the Debt Service Fund and used to redeem Bonds at the earliest practicable date, at their principal amount, plus accrued interest, without premium. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Owner and shall not be affected by any termination of this Project Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Project Lease because of an Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.3. Security Interests.

(a) The Issuer and the Tenant agree to execute and deliver any instruments (including financing statements and statements of continuation thereof) necessary for perfection of and continuance of the security

interest of the Issuer in and to the Project. The Tenant hereby authorizes the Issuer to file or cause to be filed all such instruments required to be so filed and the Trustee to continue or cause to be continued the filings or liens of such instruments for so long as the Bonds shall be Outstanding.

(b) Under the Indenture, the Issuer will, as additional security for the Bonds assign, transfer, pledge and grant a security interest in its rights under this Project Lease to the Trustee. The Issuer hereby authorizes the Trustee to file financing statements or any other instruments necessary to perfect its security interest. The Trustee is hereby given the right to enforce, either jointly with the Issuer or separately, the performance of the obligations of the Tenant, and the Tenant hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the Indenture and the Tenant will make payments required hereunder directly to the Trustee.

Section 28.4. Construction and Enforcement.

This Project Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Project Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Indenture. Wherever in this Project Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 28.5. Invalidity of Provisions of Project Lease.

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 28.6. Covenants Binding on Successors and Assigns.

The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28.7. Section Headings.

The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Project Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Indenture shall be deemed to refer to the numbers preceding each section.

Section 28.8. Execution of Counterparts; Electronic Transactions.

This Project Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this Project Lease to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF BEL AIRE, KANSAS

By: _____
Jim Benage
Mayor

(SEAL)

ATTEST:

Melissa Krehbiel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by Jim Benage, Mayor of the City of Bel Aire, Kansas.

Notary Public

Typed Name of Notary Public

(SEAL)

My Appointment Expires:

IN WITNESS WHEREOF, the Tenant has caused this Project Lease to be signed by an authorized officer, as of the date first above written.

HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC,
a Kansas limited liability company

By: Homestead Senior Housing Bel Aire LLC
Its: Managing Member

By: Homestead Affordable Housing, Inc.
Its: Manager and Sole Member

By: _____
Name: Thomas A. Bishop
Title: President
Date: _____

"TENANT"

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF JACKSON)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Thomas A. Bishop, as President of Homestead Affordable Housing, Inc., which is the Manager and Sole Member of Homestead Senior Housing Bel Aire LLC, which is the Managing Member of Homestead Senior Residences Bel Aire, LLC.

[SEAL]

Notary Public

My Appointment Expires:

APPENDIX A**FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS**

CITY OF BEL AIRE, KANSAS
Project Fund
(Homestead Senior Residences Bel Aire, LLC)
Payment Order No. _____

Security Bank of Kansas City
 Kansas City, Kansas
 Attn: Corporate Trust Department

I hereby certify that the amounts stated in the attached Payment Schedules have either been advanced by the Tenant or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment, is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of the buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Real Property, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Project Lease dated as of June 1, 2022 by and between the City of Bel Aire, Kansas, as the Issuer, and the Tenant are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as such term is defined in the Project Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of *Section 6.1* of the Project Lease are in full force and effect.

I acknowledge that the Tenant, as Purchaser of the Bonds, will be receiving such Bonds in compensation for the expenditures set forth in the Payment Schedules to acquire, construct and equip the Project and that the Bond will constitute full payment for these costs.

DATED _____, 20____.

 Authorized Tenant Representative

EXHIBIT A - Payment Order No. _____

**PAYMENT SCHEDULE
FOR BUILDINGS, IMPROVEMENTS AND
MISCELLANEOUS PROJECT COSTS**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

Payee Name

Purpose or Nature of Payment

\$

Initials

EXHIBIT B - Payment Order No. _____

**PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below. I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. I further certify that the items described are free and clear of any liens or security interests. I have attached to this schedule a copy of the purchase order or seller's invoice for each item.

PAYMENT SCHEDULE

| <u>Payee Name</u> | <u>Description of Equipment</u> | <u>Amount</u> |
|-------------------|--|---------------|
| | (include name of seller, manufacturer, descriptive name, capacity, serial number of model number, if available) | |

Initials

APPENDIX B**FORM OF CERTIFICATE OF COMPLETION****CERTIFICATE OF COMPLETION**

The undersigned, being the Authorized Tenant Representative for Homestead Senior Residences Bel Aire, LLC (the "Tenant"), as tenant under a certain Project Lease dated as of June 1, 2022 (the "Project Lease") between the City of Bel Aire, Kansas (the "Issuer") and the Tenant, and as beneficiary of the Issuer's Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) issued pursuant to a certain Indenture dated as of June 1, 2022 (the "Indenture"), hereby certifies as follows. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture and Project Lease.

1. The Improvements have been substantially completed in accordance with the plans and specifications prepared at the Tenant's direction.

2. Such Improvements have been substantially completed in a good and workmanlike manner.

3. There are no mechanic's, materialmen's liens or other statutory liens on file encumbering title to the Real Property; all bills for labor and materials furnished for the Improvements which could form the basis of a mechanic's, materialmen's or other statutory lien against the Real Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.

4. All Improvements are located or installed upon the Real Property.

5. All material provisions of applicable building codes have been complied with and, if applicable, a certificate of occupancy has been issued with respect to the Project.

6. All moneys remaining in the Project Fund being held by the Trustee under the Indenture should be transferred to the Debt Service Fund being held by the Trustee under the Indenture as required by *Section 5.04* of the Indenture, to be applied as provided therein.

IN WITNESS WHEREOF, the undersigned Authorized Tenant Representative has signed this Certificate, and states, under penalty of perjury, that the statements of fact made in this Certificate are true and correct.

STATE OF [_____])
) SS:
 COUNTY OF [_____])

Subscribed and sworn to or affirmed before me, a notary public, this ____ day of _____, 20__.

[SEAL]

 Notary Public

My Appointment Expires: _____

SCHEDULE I**SCHEDULE I TO THE PROJECT LEASE, DATED AS OF JUNE 1, 2022, BY AND BETWEEN CITY OF BEL AIRE, KANSAS AND HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC****PROPERTY SUBJECT TO PROJECT LEASE**

(A) A leasehold interest in the following described real estate located in Sedgwick County, Kansas:

Parcel A:

A portion of Lot 1, Block A, Homestead Senior Landing, Bel Aire, Sedgwick County, Kansas described as beginning at the northeast corner of said Lot 1; thence S00°00'00"E coincident with the east line of said Lot 1, 366.50 feet; thence S90°00'00"W perpendicular to the east line of said Lot 1, 110.40 feet; thence S00°00'00"E parallel with the east line of said Lot 1, 146.50 feet; thence S90°00'00"W perpendicular to the east line of said Lot 1, 28.20 feet; thence S00°00'00"E parallel with the east line of said Lot 1, 35.85 feet; thence S90°00'00"W perpendicular to the east line of said Lot 1, 172.39 feet to a point in a non-tangent curve to right; thence southwesterly, westerly and northwesterly an arc length of 92.58 feet, a radius of 62.50 feet, a chord length of 84.34 feet and a chord bearing of S90°00'00"W to a point on a non-tangent line; thence S90°00'00"W perpendicular to the east line of said Lot 1, 19.15 feet to the Point of Curvature (PC) of a curve to the left; thence southwesterly an arc length of 56.51 feet, a radius of 51.50 feet, a chord length of 53.72 feet and a chord bearing of S58°33'54"W to the Point of Reverse Curvature (PRC) of a curve to the right; thence southwesterly, westerly and northwesterly an arc length of 81.27 feet, a radius of 49.50 feet, a chord length of 72.44 feet and a chord bearing of S74°09'43"W to the PRC of a curve to the left; thence northwesterly an arc length of 19.33 feet, a radius of 35.50 feet, a chord length of 19.09 feet and a chord bearing of N74°24'11"W to the PC of said curve; thence S90°00'00"W perpendicular to the west line of said Lot 1, 51.60 feet; thence N00°00'00"W coincident with the west line of said Lot 1, 222.28 feet to a deflection point in the west line of said Lot 1; thence N08°31'50"E coincident with the west line of said Lot 1, 101.12 feet to a deflection point in the west line of said Lot 1; thence N00°00'00"E coincident with the west line of said Lot 1, 123.66 feet; thence N90°00'00"E, 326.00 feet; thence N68°20'10"E, 26.74 feet; thence N00°24'51"W, 134.00 feet to a deflection point in the north line of said Lot 1; thence N89°35'09"E coincident with the north line of said Lot 1, 235.13 feet to the point of beginning.

Subject property contains 260,059.3 square feet, or 5.97± Acres.

the real property constituting the "Real Property" as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the "Project" as referred to in both the Project Lease and the Indenture.

GILMORE & BELL, P.C.
APRIL 22, 2022

**HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC
AS TENANT AND PURCHASER**

AND

**CITY OF BEL AIRE, KANSAS
AS ISSUER**

BOND PURCHASE AGREEMENT

**\$8,000,000
MULTIFAMILY HOUSING REVENUE BONDS
SERIES 2022
(HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC)**

BOND PURCHASE AGREEMENT

\$8,000,000

CITY OF BEL AIRE, KANSAS

MULTIFAMILY HOUSING REVENUE BONDS

SERIES 2022

(HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC)

Dated: JUNE 1, 2022

THIS AGREEMENT entered into as of June 1, 2022 (the "Sale Date"), between Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company (the "Tenant", the City of Bel Aire, Kansas (the "Issuer") and Homestead Senior Residences Bel Aire, LLC, Holton, Kansas (the "Purchaser"), collectively referred to herein as the "Parties." All capitalized terms not specifically defined herein shall have the same meaning as defined in the hereinafter referenced Indenture and Project Lease, unless some other meaning is plainly indicated.

SECTION 1. RECITALS.

(a) The Issuer proposes to issue and sell the Bonds identified above (the "Bonds") to provide funds to acquire, construct and equip a senior residence facility (the "Project") located within the corporate limits of the Issuer, to be leased by the Issuer to the Tenant pursuant to a Project Lease dated as of June 1, 2022 (the "Project Lease").

(b) Pursuant to the constitution and laws of the State of Kansas, including K.S.A. 12-1740 *et seq.* (the "Act"), the Bonds are limited obligations of the Issuer payable solely from the Trust Estate under the Indenture (hereinafter defined), including payments derived by the Issuer from the Project Lease. The Bonds will be dated June 1, 2022, will contain such other terms and provisions as are set forth in an ordinance duly passed by the governing body of the Issuer on May 17, 2022 (the "Ordinance"), and other proceedings and determinations related thereto as authorized and governed by the provisions of a Trust Indenture (the "Indenture") dated June 1, 2022 between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee").

(c) In order to induce the Issuer to enter into this Bond Purchase Agreement and to purchase the Bonds at a price and bearing interest at the rate or rates set forth in the Indenture, the Issuer and the Tenant have joined in this Bond Purchase Agreement.

(d) The proceeds of the sale of the Bonds are to be applied:

- (i) to provide for accrued interest through the date of Closing;
- (ii) to provide funds to pay Project Costs (as defined in the Indenture); and
- (iii) to pay expenses related to Bond issuance;

all as set forth in the Project Lease, Ordinance and Indenture.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS.

(a) On the basis of the representations, warranties and covenants contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set

forth, the Purchaser agrees to purchase from the Issuer and the Issuer agrees to sell to the Purchaser the Bonds not later than 12:00 Noon, applicable Central time on June 1, 2022, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Purchaser, at the purchase price set forth on *Exhibit A* attached hereto (the “Purchase Price”). The date of such delivery and payment is herein called the “Issue Date,” the hour and date of such delivery and payment is herein called the “Closing Time” and the transactions to be accomplished for delivery of the Bonds on the Issue Date shall be herein called the “Closing.” The Bonds shall be issued under and secured as provided in the Indenture and the Bonds shall mature December 31, 2032 and bear interest at the rate set forth in the Bonds. The Bonds shall contain such other provisions as are described in the Indenture.

(b) The Parties acknowledge and agree that: (1) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm’s-length commercial transaction between the Issuer and the Purchaser; and (2) in connection with such transaction, the Purchaser is acting solely as a principal and not as an agent or a fiduciary of any of the Issuer or the Tenant.

(c) The Bonds are purchased by Purchaser under the following conditions: (i) the Bonds are not being registered or otherwise qualified for sale under the “Blue Sky” laws; (ii) Purchaser will hold the Bonds as one single debt instrument, (iii) no CUSIP numbers will be obtained for the Bonds, (iv) no official statement or other similar offering document has been prepared in connection with the private placement of the Bonds, and (v) the Bonds will not close through the DTC or any similar repository and will not be in book entry form.

(d) The delivery of the Bonds shall be made in definitive form, as fully registered bonds (in such denominations as the Purchaser shall specify in writing at least 48 hours prior to the Closing Time duly executed and authenticated; provided, however, that the Bonds may be delivered in temporary form. The Bonds shall be available at least 24 hours prior to the Closing Time.

SECTION 3. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE PURCHASER

By the execution hereof the Purchaser hereby represents, warrants and agrees with the Issuer and the Tenant that as of the date hereof and at the Closing Time:

(a) Purchaser has taken all necessary corporate action and is authorized to purchase the Bonds and to execute and perform this Bond Purchase Agreement.

(b) Purchaser is knowledgeable and experienced in financial and business matters and is capable of evaluating investment merit and risks associated with its purchase of the Bonds. The Purchaser has been furnished and has reviewed the provisions of the Ordinance, Indenture and Project Lease relating to the authorization of and security for payment of the Bonds. Prior to the execution hereof Purchaser also obtained and examined such financial records and information necessary in order to enable itself to fully evaluate the terms and provisions of the Bonds and of the Indenture and Project Lease authorizing their issuance and providing for the payment thereof and the financial and investment merits and risks associated with the purchase of the Bonds. On the basis of such information, materials and Purchaser's investigation, Purchaser has made the decision to purchase the Bonds and has not relied upon any representations of the Issuer or any of its officers or employees with respect to the Project, the Tenant or security for payment of the Bonds.

(c) Purchaser is purchasing the Bonds as an investment for its own account and not with a view to the sale, redistribution or other disposition thereof in the ordinary course of business in a transaction not

amounting to a public offering as contemplated by Section 4(2) of the Securities Act of 1933, as amended. Purchaser acknowledges that (1) the Bonds will not be registered under the Securities Act of 1933, as amended or any applicable state securities law, (2) the Bonds may not be transferred unless, in the opinion of counsel acceptable to the Issuer and the Trustee, such transfer will not cause a violation of the Securities Act of 1933, as amended, or any applicable state securities law and that (3) language consistent with the foregoing restrictions will appear in the registration and transfer provisions of the Indenture.

SECTION 4. ISSUER'S REPRESENTATIONS.

The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows, all of which will continue in effect subsequent to the Closing:

(a) The Issuer is a municipal corporation incorporated as a city of the second class under the laws of the State of Kansas.

(b) The governing body of the Issuer did enact the Ordinance; it has been signed by a duly authorized official of the Issuer, it has been published once in the official city newspaper as required by law, and it is presently in full force and effect and has not been amended or modified.

(c) The Issuer has full power and authority to execute and deliver the Indenture, the Site Lease, the Project Lease, the Bond Purchase Agreement and any and all other documents reasonably necessary in connection with the Indenture, the Project Lease, the Site Lease and the Bond Purchase Agreement (the "Issuer Documents"); the Issuer Documents have been duly executed and delivered by the Issuer in the manner authorized and constitute legal, valid and binding obligations of the Issuer in accordance with their terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, principles of equity or the exercise of judicial discretion.

(d) The execution, delivery and performance of the Issuer Documents will not conflict with or constitute on the part of the Issuer a material breach or default under any agreement, indenture or instrument known to it to which the Issuer is a party or by which it is bound.

(e) The Issuer has duly and validly authorized the taking on its behalf of any and all actions necessary to carry out and give effect to the transactions contemplated to be performed on its part by the Ordinance and the Issuer Documents.

(f) There is not now pending or, to the knowledge of the officials of the Issuer, threatened any litigation seeking to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning (i) the validity of the Bonds, (ii) the proceedings or authority under which they are issued, (iii) the existence of the Issuer, (iv) the authority of the Issuer to enact the Ordinance or enter into the Issuer Documents, or (v) the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for the payment of the Bonds.

(g) Any certificate signed by an official of the Issuer and delivered to the Purchaser shall be deemed a representation by the Issuer to the Purchaser as to the truth of the statements made in such certificate.

SECTION 5. REPRESENTATIONS OF THE TENANT.

The Tenant makes the following representations as of the Closing, all of which will continue in effect subsequent to the Closing:

(a) The Tenant is a duly formed Kansas limited liability company, duly authorized to do business under the laws of the State of Kansas.

(b) The Tenant has full power and authority to enter into, execute and deliver the Site Lease, the Project Lease, and this Bond Purchase Agreement (the "Tenant Documents"), and to perform its obligations thereunder, all of which have been duly authorized by all proper and necessary corporate action, and no consent or approval of parties not signatories to this Bond Purchase Agreement or of any public authority other than the Issuer is necessary to carry out the same.

(c) The execution, delivery and performance by the Tenant of the Tenant Documents will not conflict with or constitute a material violation or breach of or a default under its articles of organization or operating agreement, or any mortgage, indenture, deed of trust, contract, instrument or agreement binding on it or affecting its property, or any provision of law or order, rule, regulation, ordinance or decree of any court, government or governmental body having jurisdiction over the Tenant or any of its property.

(d) To the actual knowledge of the members of the Tenant and the officers of the Tenant signing this Bond Purchase Agreement, there is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, no litigation, proceeding, or investigation is pending or, to the knowledge of the officer of the Tenant signing this Bond Purchase Agreement, threatened, against the Tenant, its officers, members or property except (i) that arising in the normal course of the its business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the management of the Tenant will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the management of the Tenant, materially adversely affect the Tenant's operations or condition, financial or otherwise.

SECTION 6. REPRESENTATIONS TO SURVIVE CLOSING.

The representations, warranties, agreements, and indemnities of the Issuer, the Tenant and the Purchaser contained herein will survive the Closing and any investigation made by or on behalf of the Issuer, the Purchaser, the Tenant of any matters described in, or related to, the transactions contemplated hereby and by the Site Lease and the Project Lease.

SECTION 7. CONDITIONS OF CLOSING.

The Purchaser's obligations to purchase the Bonds are subject to fulfillment of the following conditions at or before Closing:

(a) The representations of the Issuer and the Tenant hereunder must be true on and as of the Issue Date and must be confirmed by certificates dated as of the Closing;

(b) Neither the Issuer nor the Tenant has defaulted in the performance of any of their respective covenants hereunder;

- (c) The Purchaser must receive at the Closing:
- (i) an opinion of Bond Counsel, dated as of the Closing, in form and substance satisfactory to the Purchaser and its counsel.
 - (ii) an opinion of counsel for the Tenant, dated as of the Closing, in form and substance satisfactory to Bond Counsel and to the Purchaser and its counsel confirming the Tenant's representations as set forth in paragraphs (a) through (d) inclusive of *Section 5* of this Bond Purchase Agreement.
 - (iii) an opinion of counsel for the Issuer, dated as of the Closing, in form and substance satisfactory to Bond Counsel and to the Purchaser and its counsel, confirming the Issuer's representations set forth in paragraphs (a) through (g) inclusive of *Section 4* of this Bond Purchase Agreement.
 - (iv) a certificate or certificates, satisfactory in form and substance to Bond Counsel and the Purchaser and its counsel, of an authorized official of the Issuer dated the date of the Closing to the effect that (A) each of the representations of the Issuer set forth in *Section 4* hereof is true, accurate and complete in all material respects as of the Closing, and each of the agreements of the Issuer set forth in this Bond Purchase Agreement to be complied with at or prior to the Closing has been complied with; and (B) no litigation is pending, or to such official's knowledge, threatened, to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning the validity of the Bonds, the proceedings or authority under which they are issued, the existence of the Issuer, the authority of the Issuer to enact the Ordinance or enter into the Indenture, the Project Lease or the Bond Purchase Agreement, or the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for the payment of the Bonds, and (C) that none of the proceedings authorizing issuance of the Bonds or execution and delivery of the bond documents has been repealed, revoked or rescinded.
 - (v) a certificate or certificates, satisfactory in form and substance to Bond Counsel and to the Purchaser and its counsel, of a member of the Tenant, dated the date of Closing to the effect that each of the representations of the Tenant set forth in *Section 5* hereof is true, accurate and complete in all material respects as of the Closing, and each of the agreements of the Tenant set forth in this Bond Purchase Agreement to be complied with at or prior to the Closing has been complied with as of such time.
 - (vi) Such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and counsel to the Purchaser, as the Purchaser may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Indenture and Project Lease, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Purchaser.
- (d) At Closing, there shall not have been any adverse change in the business, property or financial condition of the Tenant from that furnished to the Purchaser which, in the judgment of the Purchaser, is material and makes it inadvisable to proceed with the sale of the Bonds; and the Purchaser

shall have received a certificate from the Tenant that no material adverse change has occurred or, if such a change has occurred, full information with respect thereto.

SECTION 8. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel the obligation hereunder to purchase the Bonds (such cancellation shall not constitute a default for purposes of *Section 1* hereof) by notifying the Issuer, the Tenant in writing or by facsimile of its election to make such cancellation prior to the Closing Time, if at any time after the execution of this Bond Purchase Agreement and prior to the Closing Time, the market price or marketability of the Bonds, or the ability of the Purchaser to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(a) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the Legislature of the State or by any other governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, or litigation challenging the law under which the Bonds are to be issued shall be filed in any court in the State.

(b) A stop order, ruling, regulation or official statement by, or on behalf of, the SEC or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby, is in violation or would be in violation of any provision of the 1933 Act, the 1934 Act or the Trust Indenture Act of 1939, as amended.

(c) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act.

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

(e) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser.

(f) Any general banking moratorium shall have been established by federal, New York or Kansas authorities.

(g) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state.

(h) Any proceeding shall be pending or threatened by the SEC against the Issuer.

(i) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred.

(j) A default by or a moratorium initiated by the United States in respect to payment of any direct obligation of, or obligation the principal of and interest on which is fully and unconditionally guaranteed as to full and timely payment by, the United States of America.

SECTION 9. PAYMENT OF EXPENSES

If the Bonds are sold by the Issuer to the Purchaser, except as hereinafter set forth, all expenses and costs for the authorization, preparation, issuance, delivery and sale of the Bonds shall be paid by the Tenant out of the proceeds of the Bonds or other Tenant funds. Such expenses and costs shall include, but not be limited to: (1) the fees and disbursements of Bond Counsel; (2) the fees and disbursements of the Issuer's legal counsel; (3) fees and disbursements of the Tenant's legal counsel; (4) costs associated with obtaining municipal bond insurance or municipal bond ratings relating to the Bonds, if any; (5) the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Bonds, this Bond Purchase Agreement and all other agreements and documents contemplated hereby; (6) fees of the Trustee; and (7) all costs and expenses of the Issuer relating to the issuance of the Bonds, including the Origination Fee. The Purchaser shall be responsible for payment of the costs of qualifying the Bonds for sale in the various states chosen by the Purchaser, all advertising expenses in connection with the offering of the Bonds, the fees and disbursements of the Purchaser's legal counsel and all other expenses incurred by the Purchaser in connection with the offering, sale and distribution of the Bonds.

SECTION 10. NOTICES AND OTHER ACTIONS.

All notices, demands and formal actions hereunder will be in writing mailed, faxed or delivered to:

| | |
|------------------------------|--|
| The Issuer: | City of Bel Aire, Kansas 7651 E. Central Park Ave. Bel Aire, Kansas 67226 |
| The Tenant and Purchaser: | Homestead Senior Residences Bel Aire, LLC 603 Pennsylvania Holton KS 66436 |

SECTION 11. MISCELLANEOUS

(a) This Bond Purchase Agreement shall be binding upon the Parties and their respective successors. This Bond Purchase Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that the representations, warranties, indemnities and agreements of the Issuer and the Tenant contained in this Bond Purchase Agreement shall also be deemed to be for the benefit of the person or persons, if any, who control the Purchaser (within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act). Nothing in this Bond Purchase Agreement is intended or shall be construed to give any person, other than the persons referred to in this Paragraph, any legal or equitable right, remedy or claim under or in respect of this Bond Purchase Agreement or any provision contained herein. All of the representations, warranties and agreements of the Issuer contained herein shall remain in full force and effect, regardless of: (1) any investigation made by or on behalf of the Purchaser, (2) delivery of and payment for the Bonds; or (3) any termination of this Bond Purchase Agreement.

(b) For purposes of this Bond Purchase Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

(c) This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

(d) This Bond Purchase Agreement may be executed in one or more counterparts, and if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

(e) This Bond Purchase Agreement may not be assigned by either party without the express written consent of the other party.

SECTION 12. EFFECTIVE DATE

This Bond Purchase Agreement shall become effective upon acceptance hereof by the Issuer.

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Upon your acceptance of the offer, the foregoing agreement will be binding upon you and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Bond Purchase Agreement and returning it to the undersigned.

Tenant and Purchaser:

HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC,
a Kansas limited liability company

By: Homestead Senior Housing Bel Aire LLC
Its: Managing Member

By: Homestead Affordable Housing, Inc.
Its: Manager and Sole Member

By: _____
Name: Thomas A. Bishop
Title: President
Date: _____

Accepted and agreed to as of
the date first above written.

CITY OF BEL AIRE, KANSAS

By: _____
Mayor

Date: _____

ATTEST:

(Seal)

By: _____
City Clerk

GILMORE& BELL, P.C.
04/22/2022

ORIGINATION FEE AGREEMENT

THIS ORIGINATION FEE AGREEMENT (the “**Fee Agreement**”) is made and entered into as of June 1, 2022, by and between Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company (the “**Company**”); and the City of Bel Aire, Kansas, a municipal corporation, (the “**City**”).

WHEREAS, the City is empowered to issue industrial revenue bonds pursuant to K.S.A. 12-1740, *et seq.* and to grant property tax exemptions under K.S.A. 79-201a *Second*, subject to satisfaction of the applicable conditions precedent under State law and City policies; and,

WHEREAS, the Company desires to build a senior residential facility within the City of Bel Aire; and,

WHEREAS, the Company has acquired land (the “**Real Property**”) for the primary purpose of conducting the Company’s business within the City; and,

WHEREAS, the Company has requested the City issue taxable industrial revenue bonds in a principal amount not to exceed \$8,000,000 (the “**Bonds**”) and grant a property tax abatement on the buildings, improvements, equipment, fixtures and personal property financed with the proceeds of the Bonds (the “**Project**”); and,

WHEREAS, in connection with the issuance of the Bonds, the Company has offered to pay the City an origination fee, subject to the conditions in this Fee Agreement; and

WHEREAS, the City desires to issue the Bonds and grant a property tax abatement, subject to the conditions in this Fee Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Fee Agreement, the parties agree as follows:

1. The City agrees to consider, in good faith, the Company’s request for the City to issue its taxable industrial revenue bonds pursuant to K.S.A. 12-1740 *et seq.*, in an amount not to exceed \$8,000,000 (the “**Bonds**”) for the purpose of making the proceeds thereof available for the benefit of the Company to pay the costs of the acquisition of the Real Property and the costs of constructing and equipping the Project. The City further agrees to consider, in good faith, as a part of the issuance of the Bonds, the request of the Company for the exemption of *ad valorem* property taxes on the Project for a period of 10 years commencing with the calendar year following the year in which the Bonds are issued. The Company also will qualify for a Sales Tax Exemption Certificate for all Bond-financed personal property acquired for the Project. No exemption shall apply for any Real Property located within a tax increment financing (TIF) district. Any such exemption shall further be subject to both applicable law, the policies of the City, and the provisions of Section 2, hereinafter.

2. In the event the City grants the exemption set forth in Section 1, above, the City agrees to take all actions reasonably necessary, and the Company shall cooperate, to procure the approval by the Kansas Board of Tax Appeals (“**BOTA**”) of such exemptions. The parties acknowledge that said exemptions are subject to the submission of an appropriate application to, and the approval of such

application by, BOTA. The Company acknowledges that, although the City will execute such application and pursue with the Company such approval, the City makes no assurance that such approval will be given. The Company with the City will pursue such application to obtain an order from BOTA approving such application and granting such exemption. If the Company determines that it is necessary to appeal the order of BOTA to secure such exemption, the City shall cooperate with the Company, at the request and expense of the Company, in pursuance of such appeal. The continuation of such tax abatement (the "Abatement"), on an annual basis, shall be subject to the rules and procedures of BOTA and further subject to the Company's compliance with this Fee Agreement and with all applicable rules, regulations, statutes and ordinances.

3. On or before the date of closing on the issuance of the Bonds, the Company will pay an origination fee to the City in an amount equal to 1.00% of the aggregate principal amount of the Bonds (\$80,000). The City shall use the origination fee solely for local economic development activities, pursuant to K.S.A. 12-1742.

4. The City agrees that it shall make no requirement in the Bond documents for any additional or other origination fees than that set forth above (the foregoing not including, however, the costs of issuance or other fees, costs or expenses which are customarily the responsibility of the beneficiary of industrial revenue bond financing).

5. This Fee Agreement is contingent upon the successful and satisfactory completion of the negotiations of the terms of the Bond issue. In the event such negotiations are not successfully completed or the Bonds are not issued for any reason, then the parties shall be released from the provisions of this Fee Agreement.

6. All notices or communications herein required or which either party desires to give to the other shall be in writing and shall be sent by: certified or registered, return receipt requested, postage prepaid, mail; personal delivery; recognized commercial courier which maintains evidence of delivery; or confirmed electronic or facsimile transmission, and shall be deemed sufficiently given if mailed, delivered or transmitted to the respective party at the address noted for said party, as set forth hereinafter. Regardless of the actual time of receipt, all notices or communications sufficiently given are deemed given 3 days after the postmarked date if given through the mail, and on the day received if given by personal delivery, commercial courier, electronic transmission or facsimile transmission. The addresses are, as follows:

The Company: Homestead Senior Residences Bel Aire, LLC
603 Pennsylvania
Holton, Kansas 66436
Attn: Tom Bishop
Fax: 785-364-0114
Email: tom@homesteadks.org

The City: City of Bel Aire, Kansas
7651 East Central Park Avenue
Bel Aire, KS 67226
Attn: City Clerk
Email: mkrehbiel@belaireks.gov

7. This Fee Agreement may be modified, amended or supplemented only by a writing of equal dignity. The parties' legal counsel may, on behalf of their respective clients, execute any writing as aforesaid and such writing shall be deemed authorized and of the same force and effect as if executed by the respective party and may be relied upon by the other party.

8. No party shall delegate or assign this Fee Agreement or any rights or duties hereunder (including by the merger or consolidation of a party with any third person) without the prior, written consent of the other. This Fee Agreement shall be binding upon and shall inure to the benefit of the City and the Company and the respective successors and permitted assigns of each upon execution hereof by the City and the Company. This Fee Agreement creates no rights as a third party beneficiary or otherwise in any person not a party.

9. This Fee Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

10. This Fee Agreement is entered into in the State of Kansas and shall be interpreted under the laws of that state.

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IN WITNESS WHEREOF, the parties have executed this Fee Agreement as of the date set forth above.

CITY OF BEL AIRE, KANSAS

ATTEST:

Jim Benage, Mayor

Melissa Krehbiel, City Clerk

HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC,
a Kansas limited liability company

By: Homestead Senior Housing Bel Aire LLC
Its: Managing Member

By: Homestead Affordable Housing, Inc.
Its: Manager and Sole Member

By: _____
Name: Thomas A. Bishop
Title: President

GILMORE & BELL, P.C.
APRIL 22, 2022

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF

NOT TO EXCEED \$8,000,000

CITY OF BEL AIRE, KANSAS

MULTIFAMILY HOUSING REVENUE BONDS

SERIES 2022

(HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC)

Dated June 1, 2022

NOT TO EXCEED \$8,000,000
CITY OF BEL AIRE, KANSAS
MULTIFAMILY HOUSING REVENUE BONDS
SERIES 2022
(HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC)

Closing: June 1, 2022

The documents described in the Closing List are to be delivered and taken as a condition precedent to the issuance and delivery of the above-described Bonds by the City of Bel Aire, Kansas. Such delivery of documents shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to this transaction will be considered completed until all such deliveries, payments or other actions have been made or taken.

Closing is scheduled on June 1, 2022, through the office of Gilmore & Bell, P.C., in Wichita, Kansas. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing the authorization and issuance of the Bonds. Bond transcripts will be prepared and distributed to the following:

1. City of Bel Aire, Kansas ("Issuer")
2. Homestead Senior Residences Bel Aire, LLC ("Tenant" and "Purchaser")
3. Security Bank of Kansas City ("Trustee")
4. Gilmore & Bell, P.C. ("Bond Counsel")
5. Jacqueline Kelly ("Issuer's Counsel")
6. Morris Laing ("Tenant's Counsel")

Of the parties listed above, the Issuer will receive an original, paper copy of the transcript. All parties will receive copies of the transcript of proceedings in electronic PDF format unless a CD-ROM is requested before closing.

* * *

CLOSING LIST

Document Number

BASIC BOND DOCUMENTS:

1. Trust Indenture
2. Site Lease
3. Project Lease
4. Bond Purchase Agreement
5. Origination Fee Agreement

ADDITIONAL ISSUER DOCUMENTS:

6. Excerpts of Minutes
 - a. Relating to Public Hearing and Resolution of Intent
 - b. Relating to Final Passage of Bond Ordinance No. _____
7. Resolution of Intent
8. Affidavit of Mailing and Publication regarding Notice of Public Hearing
 - a. Publisher's Affidavit of Publication
9. Bond Ordinance
10. Affidavit of Publication of Bond Ordinance
11. Specimen Series 2022 Bond
 - a. Certificate of Bond Printer
12. Certificates of Manual Signature
 - a. Mayor
 - b. City Clerk
13. Issuer's Closing Certificate
 - a. Analysis of Costs and Benefits
14. Kansas Board of Tax Appeals Proceedings
 - a. Information Statement
 - b. Letter of Complete and Timely Filing
 - c. Certificate of Issuance

15. Notice of Site Lease and Project Lease

16. Assignment of Site Lease and Project Lease

DOCUMENTS RELATING TO AND DELIVERED BY THE TENANT:

17. Tenant's Closing Certificate with Exhibits

- a. Articles of Organization
- b. Operating Agreement
- c. Authorizing Resolution
- d. Expected Use of Bond Proceeds
- e. Certificate of Good Standing for Tenant from Kansas Secretary of State

18. Evidence of Title

MISCELLANEOUS DOCUMENTS:

19. Trustee's Receipt and Closing Certificate

20. Purchaser's Receipt and Closing Certificate

21. Closing Memorandum

LEGAL OPINIONS:

22. Bond Counsel Opinion

23. Opinion of Counsel for the Issuer

24. Opinion of Counsel for the Tenant

* * *

ISSUER'S CLOSING CERTIFICATE

Not to Exceed \$8,000,000
City of Bel Aire, Kansas
Multifamily Housing Revenue Bonds
Series 2022
(Homestead Senior Residences Bel Aire, LLC)

We, the undersigned, hereby certify that we are the duly elected or appointed, qualified or acting Mayor and City Clerk of the City of Bel Aire, Kansas (the "Issuer") and, as such officers, we are familiar with the official books and records of the Issuer and, in connection with the issuance by the Issuer of the above-described bonds (the "Bonds"), hereby certify as of June 1, 2022, as follows:

1. ORGANIZATION AND AUTHORITY

1.1 **Due Organization.** The Issuer is a municipal corporation incorporated as a city of the second class, duly organized and existing under the laws of the State of Kansas.

1.2 **Meetings.** The meetings of the City Council at which action was taken as shown in the Transcript (as hereinafter defined) were either regular meetings or duly adjourned regular meetings or special meetings duly called and, to the best of our knowledge and belief, held in accordance with the law and the rules of the Issuer.

1.3 **Incumbency of Officials.** The following named persons were and are the duly elected or appointed, qualified and acting officials of the Issuer during the proceedings relating to the authorization and issuance of the Bonds:

| <u>Name</u> | <u>Title</u> | <u>Term of Office</u> |
|------------------|---------------|-----------------------|
| Jim Benage | Mayor | 12/2019 to 12/2023 |
| Jeff Elshoff | Councilmember | 01/2018 to 12/2021 |
| Justin Smith | Councilmember | 01/2018 to 12/2025 |
| Joel Schroeder | Councilmember | 12/2019 to 12/2023 |
| Diane Wynn | Councilmember | 12/2019 to 12/2023 |
| John Welch | Councilmember | 03/2020 to 12/2025 |
| Greg Davied | Councilmember | 12/2021 to 12/2025 |
| Melissa Krehbiel | City Clerk | N/A |

1.4 **Official Newspaper.** *The Ark Valley News* is the Issuer's official newspaper and was the official newspaper on the date of publication of (1) the Ordinance, (2) the Notices required pursuant to K.S.A. 12-1740 *et seq.* (the "Act"); and (3) a Notice of Public Hearing as required by law relating to the issuance of the Bonds and granting of a property tax exemption.

2. ISSUER DOCUMENTS

2.1 **Transcript of Proceedings.** The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds to be furnished to Homestead Senior Residences Bel Aire, LLC, the original purchaser of the Bonds (the "Purchaser"), and the other parties to the transactions entered into by the Issuer in connection with issuance of the Bonds, is to the best of our knowledge, information and belief

full, true and complete; none of such proceedings has been modified, amended or repealed; and such facts as are stated in the transcript still exist.

2.2. Execution of Bonds and Bond Documents. We have duly signed and executed, manually or by facsimile, the Bonds in an aggregate principal amount not to exceed \$8,000,000, consisting of a fully registered bond certificate in an aggregate principal amount of all Bonds presently outstanding, and the following described documents (collectively, the “Issuer Documents”) authorized by Ordinance No. [_____] (the “Ordinance”):

(i) a Trust Indenture dated as of June 1, 2022 (the “Indenture”), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the Bonds;

(ii) a Site Lease dated as of June 1, 2022 (the “Site Lease”), leasing the Real Property to the Issuer in consideration of the issuance of the Bonds;

(iii) a Project Lease dated as of June 1, 2022 (the “Project Lease”), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

(iv) a Bond Purchase Agreement (the “Bond Purchase Agreement”) providing for the sale of the Series 2022 Bonds by the Issuer to Homestead Senior Residences Bel Aire, LLC, Holton, Kansas (the “Purchaser”).

On the date when the Bonds and the Issuer Documents were executed by us, we were and, at the date hereof, we are the officials indicated by our signatures on the Bonds and the Issuer Documents, and by our signatures on this certificate, respectively. The signatures of us and each of us, as such officials, respectively, on the Bonds and the Issuer Documents, are our true and genuine signatures, and the seal applied to or imprinted on the Bonds and the Bond Documents at the time of their execution was and is the official seal of the Issuer and was thereto applied to or imprinted by the authority and direction of the governing body of the Issuer, and is the seal applied to this certificate.

We hereby ratify, confirm and adopt the facsimile signatures on the Bonds as a proper execution of the Bonds. Each signature has been duly filed in the office of the Secretary of State of Kansas pursuant to K.S.A. 75-4001 to 75-4007.

2.3. Enforceability of Documents. To the best of our knowledge and belief, the Issuer has, by all necessary action, duly authorized the execution, issuance and delivery of the Bonds and the Issuer Documents and all such other agreements and documents as may be required to be executed and delivered by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Issuer Documents and the Ordinance. To the best of our knowledge and belief, the Bonds and the Issuer Documents, as executed and delivered, constitute legal, valid and binding obligations of the Issuer in accordance with their respective terms (except insofar as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles of general application affecting the rights and remedies of creditors and secured parties, and except as rights to indemnity, if any, may be limited by principles of public policy).

2.4. Representations and Warranties. To the best of our knowledge and belief, each of the representations and warranties of the Issuer in the Issuer Documents is true and accurate as if made on and as of this date and that all agreements to be complied with and obligations to be performed by the

Issuer under the Ordinance and the Issuer Documents preceding the issuance of the Bonds have been complied with and performed.

2.5. **No Event of Default.** To the best of our knowledge and belief, at the date hereof, no Event of Default of the Issuer specified in the Issuer Documents, and no event which, with the giving of notice or lapse of time or both, would become such an Event of Default of the Issuer thereunder, has occurred.

3. **LEGAL MATTERS; PROJECT**

3.1. **Location of Project.** The property to be acquired and constructed out of the proceeds of the Bonds is located within the corporate limits of the Issuer.

3.2. **No Litigation.** There is not now pending or, to the knowledge of the undersigned officials of the Issuer, threatened, any litigation seeking to restrain or enjoin the issuance or delivery of the Bonds, or contesting or questioning the validity of the Bonds, or the proceedings or authority under which they are to be issued, or the existence of the Issuer, or the authority of the Issuer to enact the Ordinance or enter into the Issuer Documents, or the Issuer's pledge of the Project, the revenues therefrom and the Trust Estate under the Indenture as security for payment of the Bonds.

3.3 **Required Governmental Approvals.** The Issuer has received all approvals of State and other appropriate governmental officials required by the Act.

3.4 **Compliance with Statutes Governing Property Tax Exemptions.** Written notices complying with the provisions of K.S.A. 12-1749c and K.S.A. Supp. 12-1749d (relating to ad valorem property tax exemptions) were given in a timely manner to the Board of County Commissioners of Sedgwick County, Kansas and to each unified school district in which the Project is located. Prior to the granting of the property tax exemption, an analysis of the costs and benefits of such exemption was prepared for the Issuer's governing body, which included the effect of the exemption on state revenues, and a public hearing on the granting of the exemption was held by the governing body of the Issuer. A copy of the Analysis of Costs and Benefits is attached to this Certificate as **Exhibit A**. Notice of the public hearing was published once at least seven days prior to the hearing in the official newspaper of the Issuer, and indicated the purpose, time and place of the hearing.

4. **MISCELLANEOUS**

4.1. **Request to Authenticate and Deliver Bonds.** Pursuant to the Indenture, the Trustee is hereby authorized to execute the Certificate of Authentication on the Bonds and to deliver the Bonds to the Purchaser upon payment of the purchase price for the Bonds and compliance with the other terms and provisions of the Indenture.

4.2. **Deposit of Bond Proceeds.** The Trustee, in accordance with the requirements of the Indenture, is hereby directed to deposit the proceeds of the Bonds into the funds and accounts established under and in accordance with the provisions of the Indenture; subject, however, to the provisions of *Section 4.1* of the Project Lease.

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IN WITNESS WHEREOF, we have signed this Certificate and applied the official seal of the Issuer for delivery concurrently with the issuance and delivery of the Bonds on the date stated above.

CITY OF BEL AIRE, KANSAS

[SEAL]

Jim Benage,
Mayor

ATTEST:

Melissa Krehbiel, City Clerk

EXHIBIT A
ANALYSIS OF COSTS AND BENEFITS

When Recorded Return to:
Sarah Steele, Esq.
Gilmore & Bell, P.C.
100 N. Main, Suite 800
Wichita, Kansas 67202

NOTICE OF SITE LEASE AND PROJECT LEASE

Notice is hereby given as of June 1, 2022, that Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company (the "Tenant"), has leased real property located in Sedgwick County, Kansas, described in ***Schedule I*** attached hereto (the "Project") to the City of Bel Aire, Kansas, an incorporated city of the second class duly organized and existing under the laws of the State of Kansas (the "Issuer"), by Site Lease dated as of June 1, 2022 (the "Site Lease").

Notice is hereby further given as of June 1, 2022, that the Issuer has leased to the Tenant, the Real Property and all improvements located thereon (the "Project") by Project Lease dated as of June 1, 2022 (the "Project Lease").

The Site Lease and Project Lease expire on December 31, 2032, provide for an extension of the term, and for early termination in the event of the happening of certain contingencies. The Project Lease provides an option to purchase the Project for prices and on terms set forth therein, and contains various other covenants, terms and conditions. A copy of the Site Lease and Project Lease are on file in the office of the clerk of the Issuer.

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IN WITNESS WHEREOF, this Notice of Site Lease and Project Lease is executed by authority of the Governing Body of the City of Bel Aire, Kansas as of the day and year first above written.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

[SEAL]

Melissa Krehbiel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on _____, 2022 by Jim Benage as Mayor and by Melissa Krehbiel as City Clerk of the City of Bel Aire, Kansas, a municipal corporation.

[SEAL]

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

601000.20156\CLOSING DOCUMENTS

(Signature Page to Notice of Site Lease and Project Lease)

SCHEDULE I**PROPERTY SUBJECT TO PROJECT LEASE**

(A) A leasehold interest in the following described real estate located in Sedgwick County, Kansas:

Parcel A:

A portion of Lot 1, Block A, Homestead Senior Landing, Bel Aire, Sedgwick County, Kansas described as beginning at the northeast corner of said Lot 1; thence S00°00'00"E coincident with the east line of said Lot 1, 366.50 feet; thence S90°00'00"W perpendicular to the east line of said Lot 1, 110.40 feet; thence S00°00'00"E parallel with the east line of said Lot 1, 146.50 feet; thence S90°00'00"W perpendicular to the east line of said Lot 1, 28.20 feet; thence S00°00'00"E parallel with the east line of said Lot 1, 35.85 feet; thence S90°00'00"W perpendicular to the east line of said Lot 1, 172.39 feet to a point in a non-tangent curve to right; thence southwesterly, westerly and northwesterly an arc length of 92.58 feet, a radius of 62.50 feet, a chord length of 84.34 feet and a chord bearing of S90°00'00"W to a point on a non-tangent line; thence S90°00'00"W perpendicular to the east line of said Lot 1, 19.15 feet to the Point of Curvature (PC) of a curve to the left; thence southwesterly an arc length of 56.51 feet, a radius of 51.50 feet, a chord length of 53.72 feet and a chord bearing of S58°33'54"W to the Point of Reverse Curvature (PRC) of a curve to the right; thence southwesterly, westerly and northwesterly an arc length of 81.27 feet, a radius of 49.50 feet, a chord length of 72.44 feet and a chord bearing of S74°09'43"W to the PRC of a curve to the left; thence northwesterly an arc length of 19.33 feet, a radius of 35.50 feet, a chord length of 19.09 feet and a chord bearing of N74°24'11"W to the PC of said curve; thence S90°00'00"W perpendicular to the west line of said Lot 1, 51.60 feet; thence N00°00'00"W coincident with the west line of said Lot 1, 222.28 feet to a deflection point in the west line of said Lot 1; thence N08°31'50"E coincident with the west line of said Lot 1, 101.12 feet to a deflection point in the west line of said Lot 1; thence N00°00'00"E coincident with the west line of said Lot 1, 123.66 feet; thence N90°00'00"E, 326.00 feet; thence N68°20'10"E, 26.74 feet; thence N00°24'51"W, 134.00 feet to a deflection point in the north line of said Lot 1; thence N89°35'09"E coincident with the north line of said Lot 1, 235.13 feet to the point of beginning.

Subject property contains 260,059.3 square feet, or 5.97± Acres.

the real property constituting the "Real Property" as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3 and 10.4* of the Project Lease, constitute the "Project" as referred to in both the Project Lease and the Indenture.

When Recorded Return to:
 Sarah Steele, Esq.
 Gilmore & Bell, P.C.
 100 N. Main, Suite 800
 Wichita, Kansas 67202

ASSIGNMENT OF SITE LEASE AND PROJECT LEASE

WHEREAS, the City of Bel Aire, Kansas, an incorporated city of the second class, duly organized and existing under the laws of the State of Kansas (the "Issuer"), has entered into a Site Lease dated as of June 1, 2022 (the "Site Lease") with Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company, (the "Tenant"), of real property described in *Schedule I* attached hereto (the "Real Property"); and

WHEREAS, the Issuer has further entered into a lease to the Tenant of the Real Property and all improvements located thereon (the "Project") by Project Lease dated as of June 1, 2022 (the "Project Lease"); and

WHEREAS, the Site Lease and Project Lease are for terms beginning as of June 1, 2022, and expiring December 31, 2032; and

WHEREAS, the Issuer has issued its Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) (the "Bonds"), payable from the revenue to be received by the Issuer under the Project Lease, and the Project and the revenue from it have been pledged by the Issuer to payment of the Bonds; and

WHEREAS, Security Bank of Kansas City, Kansas City, Kansas, has been designated as trustee (the "Trustee") pursuant to the terms of a Trust Indenture dated as of June 1, 2022 (the "Indenture"), between the Issuer and the Trustee, and under the Indenture the Trustee is authorized, empowered and directed to perform the duties of the Issuer as lessor under the Site Lease and the Project Lease, including collection of rentals for disbursement to the owners of the Bonds as provided in the Indenture, and to perform, insofar as it legally can, all acts otherwise required of the Issuer under the Site Lease and the Project Lease;

NOW, THEREFORE, in consideration of the acceptance by the Trustee of all of the duties of the Issuer under the Site Lease and the Project Lease, the Issuer, by authority of its governing body, does as of June 1, 2022 assign to the Trustee all of its right, title and interest in the Site Lease and the Project Lease for the purposes of (i) exercising the rights of the Issuer under the Site Lease and the Project Lease to the extent that such rights may be lawfully assigned by the Issuer and excepting only such rights which, in the context in which they appear in the Site Lease and the Project Lease, are capable of being exercised or performed only by the Issuer and (ii) performing and carrying out to the extent directed to do so in the Indenture the duties and obligations of the Issuer thereunder, to such extent, and subject to such exception.

This instrument and the rights and obligations created hereby are for the benefit of the owners from time to time of the Bonds. This instrument shall be null and void upon full payment of the Bonds and the expiration of the duties of the Trustee under the Indenture.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, the City of Bel Aire, Kansas, has set its hand by its Mayor and attested by the City Clerk and has caused the corporate seal of the Issuer to be affixed hereto as of the day and year first above written.

CITY OF BEL AIRE, KANSAS

Jim Benage, Mayor

[SEAL]

Melissa Krehbiel, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on _____, 2022 by Jim Benage as Mayor and by Melissa Krehbiel as City Clerk of the City of Bel Aire, Kansas, a municipal corporation.

[SEAL]

Notary Public

Typed or Printed Name of Notary Public

My Appointment Expires:

601000.20156\CLOSING DOCUMENTS

(Issuer's Signature Page to Assignment of Site Lease and Project Lease)

ACKNOWLEDGMENT AND ACCEPTANCE

I, the undersigned, a duly authorized, qualified and acting trust officer of Security Bank of Kansas City, hereby acknowledge and accept, on behalf of the assignee, the above and foregoing Assignment of Site Lease and the Project Lease by the City of Bel Aire, Kansas (the "Issuer") of all of its rights and interest in and to the Site Lease and the Project Lease dated as of June 1, 2022, between the Issuer, and Homestead Senior Residences Bel Aire, LLC, as Tenant.

Security Bank of Kansas City
Kansas City, Kansas,
 as Trustee

By: _____
 Name: Bonnie Mosher
 Title: Vice President & Trust Officer

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
 COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the ____ day of _____ 2022, by Bonnie Mosher, Vice President & Trust Officer of Security Bank of Kansas City, a banking corporation or association organized under the laws of the United States of America or one of the states thereof.

[SEAL]

 Notary Public

My Appointment Expires:

SCHEDULE I

PROPERTY SUBJECT TO PROJECT LEASE

(A) A leasehold interest in the following described real estate located in Sedgwick County, Kansas:

Parcel A:

A portion of Lot 1, Block A, Homestead Senior Landing, Bel Aire, Sedgwick County, Kansas described as beginning at the northeast corner of said Lot 1; thence S00°00'00"E coincident with the east line of said Lot 1, 366.50 feet; thence S90°00'00"W perpendicular to the east line of said Lot 1, 110.40 feet; thence S00°00'00"E parallel with the east line of said Lot 1, 146.50 feet; thence S90°00'00"W perpendicular to the east line of said Lot 1, 28.20 feet; thence S00°00'00"E parallel with the east line of said Lot 1, 35.85 feet; thence S90°00'00"W perpendicular to the east line of said Lot 1, 172.39 feet to a point in a non-tangent curve to right; thence southwesterly, westerly and northwesterly an arc length of 92.58 feet, a radius of 62.50 feet, a chord length of 84.34 feet and a chord bearing of S90°00'00"W to a point on a non-tangent line; thence S90°00'00"W perpendicular to the east line of said Lot 1, 19.15 feet to the Point of Curvature (PC) of a curve to the left; thence southwesterly an arc length of 56.51 feet, a radius of 51.50 feet, a chord length of 53.72 feet and a chord bearing of S58°33'54"W to the Point of Reverse Curvature (PRC) of a curve to the right; thence southwesterly, westerly and northwesterly an arc length of 81.27 feet, a radius of 49.50 feet, a chord length of 72.44 feet and a chord bearing of S74°09'43"W to the PRC of a curve to the left; thence northwesterly an arc length of 19.33 feet, a radius of 35.50 feet, a chord length of 19.09 feet and a chord bearing of N74°24'11"W to the PC of said curve; thence S90°00'00"W perpendicular to the west line of said Lot 1, 51.60 feet; thence N00°00'00"W coincident with the west line of said Lot 1, 222.28 feet to a deflection point in the west line of said Lot 1; thence N08°31'50"E coincident with the west line of said Lot 1, 101.12 feet to a deflection point in the west line of said Lot 1; thence N00°00'00"E coincident with the west line of said Lot 1, 123.66 feet; thence N90°00'00"E, 326.00 feet; thence N68°20'10"E, 26.74 feet; thence N00°24'51"W, 134.00 feet to a deflection point in the north line of said Lot 1; thence N89°35'09"E coincident with the north line of said Lot 1, 235.13 feet to the point of beginning.

Subject property contains 260,059.3 square feet, or 5.97± Acres.

the real property constituting the "Real Property" as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3 and 10.4* of the Project Lease, constitute the "Project" as referred to in both the Project Lease and the Indenture.

CERTIFICATE OF ISSUANCE OF INDUSTRIAL REVENUE BONDS

The City of Bel Aire, Kansas issued its Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) dated June 1, 2022 in the principal amount of \$_____, on the _____ day of _____, ____.

By: _____
Authorized Officer

VERIFICATION

Sarah Steele, of Gilmore & Bell, P.C., Wichita, Kansas, of lawful age, being first duly sworn upon oath, deposes and states:

By: Sarah Steele

Notary Public

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TRUSTEE'S RECEIPT AND CLOSING CERTIFICATE

Not to Exceed \$8,000,000
City of Bel Aire, Kansas
Multifamily Housing Revenue Bonds
Series 2022
(Homestead Senior Residences Bel Aire, LLC)

The undersigned, a duly authorized trust officer of Security Bank of Kansas City, Kansas City, Kansas (the "Trustee"), the trustee designated in a Trust Indenture dated as of June 1, 2022 (the "Indenture") between the City of Bel Aire, Kansas (the "Issuer") and the Trustee, which authorizes and secures the Issuer's Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) (the "Bonds"), hereby certifies on behalf of the Trustee:

(1) The Trustee hereby ratifies and confirms its acceptance of the duties specified for it in the Indenture, the Site Lease and the Project Lease (the "Bond Documents") executed and delivered in connection with the issuance of the Bonds. Each of the Bond Documents to which the Trustee is a party have been duly executed and delivered on behalf of the Trustee by duly authorized officers of the Trustee and constitute valid and binding obligations of the Trustee, enforceable in accordance with their terms.

(2) The Trustee is a banking association or corporation duly organized under the banking laws of the United States of America or one of the states thereof, and has full power and authority to act as trustee, paying agent and bond registrar as provided in the Indenture and to discharge the duties imposed upon it by the Bond Documents.

(3) Pursuant to and in accordance with the provisions of the Indenture and the written request and authorization of the Issuer, prior to the delivery of the Bonds, the Certificate of Authentication on the Bonds was signed on behalf of the Trustee by a duly authorized officer or signatory of the Trustee, who was at the time of the authentication of the Bonds and is at the date hereof a duly elected or appointed, qualified and acting officer or signatory of the Trustee, authorized to perform the acts described herein.

(4) The Trustee has delivered certificates representing the entire principal amount of the Bonds presently being issued pursuant to the Indenture to or for the account of Homestead Senior Residences Bel Aire, LLC, Holton, Kansas, the Original Purchaser, as of the delivery of this certificate.

(5) The Bank acknowledges receipt on behalf of the Issuer of Payment Orders equal to the purchase price of the Bonds initially issued and conformed copies of the Bond Documents and bond certificates representing the entire principal amount of Bonds issued.

(6) The Trustee acknowledges receipt of each of the documents specified in the Indenture which are required to be filed with the Trustee prior to or simultaneously with the delivery of the Bonds.

[balance of this page intentionally left blank]

IN WITNESS WHEREOF, the Trustee has caused this certificate to be executed by a duly authorized trust officer this _____ day of _____, 2022.

SECURITY BANK OF KANSAS CITY

Kansas City, Kansas

as Trustee

By: _____

Name: Bonnie Mosher

Title: Vice President & Trust Officer

TENANT'S CLOSING CERTIFICATE

Not to Exceed \$8,000,000
City of Bel Aire, Kansas
Multifamily Housing Revenue Bonds
Series 2022
(Homestead Senior Residences Bel Aire, LLC)

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Manager of Homestead Senior Residences Bel Aire, LLC, a Kansas limited liability company (the "Tenant"), and as such I am familiar with the books and records of the Tenant and have all authority necessary to execute this Certificate on behalf of the Tenant.

In connection with the issuance of a principal amount not to exceed \$8,000,000 of Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) (the "Bonds"), by the City of Bel Aire, Kansas (the "Issuer"), I hereby further certify for and on behalf of the Tenant as follows:

1. ORGANIZATION AND AUTHORITY

1.1. **Due Organization.** The Tenant is a limited liability company, organized and in good standing under the laws of the State of Kansas.

1.2. **Articles of Organization and Operating Agreement.** The copy of the Articles of Organization of the Tenant attached hereto as *Exhibit A* is a true, complete and correct copy of the Articles of Organization, as amended to date, as certified by the Secretary of the State of Kansas, and the Articles of Organization have not been further amended and are in full force and effect as of the date hereof. The copy of the Operating Agreement of the Tenant attached hereto as *Exhibit B* is a true, complete and correct copy of the Operating Agreement, as amended to date, and the Operating Agreement has not been further amended and is in full force and effect as of the date hereof.

1.3. **Incumbency of Officer.** The person signing this certificate on the date hereof is a duly appointed, qualified and acting officer of the Tenant, is duly authorized to execute this certificate and the signature at the end of this certificate is his true and genuine signature.

2. PROCEEDINGS AND LEGAL DOCUMENTS

2.1. **Proceedings.** A true and correct copy of the resolution lawfully adopted by the Members of the Tenant in accordance with the laws of the Tenant's state of organization and its governing documents, attached hereto as *Exhibit C* (the "Resolution"), has been furnished to the Issuer to be included in the transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds; such proceedings of the Tenant have not been modified, amended or repealed and are in full force and effect as of the date hereof.

2.2. **Execution of Documents.** The following described documents (the "Tenant Documents") have been executed and delivered for and on behalf of the Tenant by its duly authorized Member pursuant to and in full compliance with the Resolution; the copies of the Tenant Documents to be included in the Transcript are true, complete and correct copies or counterparts as executed and delivered by the Tenant and are in substantially the same form and text as the copies of such documents which were presented before the Members of the Tenant and approved by the Resolution; the Tenant Documents have not been amended or

601000.20156\CLOSING DOCUMENTS

modified except with the approval of an authorized officer of the Tenant and the other parties thereto, and are in full force and effect as of the date hereof:

- (a) Site Lease dated as of June 1, 2022 (the "Site Lease"), between the Tenant, as lessor and the Issuer, as lessee.
- (b) Project Lease dated as of June 1, 2022 (the "Project Lease"), between the Issuer and the Tenant.
- (c) Bond Purchase Agreement dated as of June 1, 2022 (the "Bond Purchase Agreement"), among the Issuer, the Tenant and Homestead Senior Residences Bel Aire, LLC, Holton, Kansas.

2.3. Authorization of Documents. The Tenant has duly authorized, by all necessary action, the execution, delivery and due performance of the Tenant Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the Tenant in order to carry out, give effect to and consummate the transactions contemplated by the Tenant Documents. The Tenant Documents, as executed and delivered, constitute legal, valid and binding obligations of the Tenant enforceable in accordance with their respective terms (except insofar as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles of general application affecting the rights and remedies of creditors and secured parties).

2.4. Representations in the Tenant Documents. Each of the representations of the Tenant set forth in the Tenant Documents is true, accurate and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Tenant under the Tenant Documents preceding the issuance of the Bonds have been complied with and performed.

2.5. No Event of Default. At the date of this Certificate, no Event of Default under the Tenant Documents has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, would constitute an Event of Default under the Tenant Documents.

2.6. Designation of Authorized Tenant Representative. The Tenant hereby designates the Thomas A. Bishop as the Authorized Tenant Representative for purposes of the Indenture, the Site Lease and the Project Lease.

3. DESCRIPTION OF THE PROJECT AND USE OF BOND PROCEEDS

3.1. Location and Description of Project. The proceeds of the Bonds are being used to finance the costs of the Project (as defined in the Project Lease). The Project consists of the acquisition, construction and equipping of a senior residence facility. The Project is located within the corporate limits of the Issuer.

3.2. Sources and Uses of Funds. The estimated sources of funds, including the proceeds of the Bonds and other available funds of the Tenant, and the expected application thereof, are as set forth on *Exhibit D* hereto.

4. LEGAL MATTERS

4.1. No Litigation. There is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property,

challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, no litigation, proceeding, or investigation is pending or, to the knowledge of the officers of the Tenant signing this certificate, threatened, against the Tenant, its officers or property except (i) that arising in the normal course of the Tenant's business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the Tenant's management, will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the Tenant's management, materially adversely affect the Tenant's operations or condition, financial or otherwise.

4.2. **Title to the Project.** To the best of my knowledge, based on a title insurance commitment, there is at present no defect in the title to the land on which the Project will be constructed, or any other property described in the Indenture, the Site Lease or the Project Lease, other than Permitted Encumbrances, if any (as defined in the Project Lease), which may materially interfere with or impair the operation of, or materially adversely affect the value of, the Project or prevent or limit the carrying out of the purposes for which the same is being used by the Tenant.

4.3. **Approvals.** All currently necessary approvals, whether legal or administrative, have been obtained from any applicable federal, state or local entity or agency required in connection with the operation of the Project by Tenant, as defined in the Project Lease.

4.4. **Compliance with Existing Covenants.** The Tenant is not in material default under nor violating in any material respect (i) any material provision of its Articles of Organization or Operating Agreement or (ii) any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it is bound, or to which it or any of its assets is subject. Neither the execution and delivery of the Tenant Documents nor compliance with the terms, conditions and provisions thereof will conflict with or constitute a material default under, any of the foregoing.

4.5. **Legal Counsel.** For the purpose of rendering this Certificate, I have been counseled by the Tenant's legal counsel as to the purpose of the foregoing certifications and the meanings of the matters set forth in the foregoing certifications. I understand that the factual information and representations contained in this Certificate will be relied upon by the Issuer in the issuance of the Bonds.

5. ENVIRONMENTAL MATTERS.

5.1. **Permits.** All required federal, state and local permits concerning or related to environmental protection and regulation concerning the Tenant's operations have been secured and are current. Upon occupancy of the Project, Tenant will obtain any required permits for its operations to be conducted on and in the Project.

5.2. **Compliance with Applicable Permits, Laws and Regulations.** Tenant is and has been in full compliance with any such environmental permits, and any other requirements under all applicable Environmental Laws (as defined in the Project Lease).

5.3. **No Pending Actions.** There are no pending actions against Tenant under any Environmental Law, and Tenant has not received notice in any form of such an action, or of a possible action.

5.4. **Releases of Hazardous Substances.** Tenant has exercised diligence to determine whether there have been any past or current releases of hazardous substances on, over, under, at, from, into or onto

the Project; it has not been able to discover any such releases, and has concluded that there are none. The terms "release" and "hazardous substance" are as understood under CERCLA and other applicable Environmental Laws.

5.5. Present Conditions. Tenant is not aware of any environmental condition, situation or incident on, at or concerning the Project which could give rise to an action against Tenant or to liability against Tenant under any Environmental Law or any common law theory of liability.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, I have signed this certificate on behalf of Homestead Senior Residences Bel Aire, LLC for delivery concurrently with the issuance of the Bonds.

HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC,
a Kansas limited liability company

By: Homestead Senior Housing Bel Aire LLC
Its: Managing Member

By: Homestead Affordable Housing, Inc.
Its: Manager and Sole Member

By: _____
Name: Thomas A. Bishop
Title: President

EXHIBIT A

ARTICLES OF ORGANIZATION

EXHIBIT B

OPERATING AGREEMENT

EXHIBIT C

RESOLUTION

EXHIBIT D

SOURCES AND USES OF FUNDS

Sources of Funds:

| | |
|-------------------------------|-----------------------|
| Principal Amount of the Bonds | \$8,000,000.00 |
| Total | \$8,000,000.00 |

Uses of Funds:

| | |
|--------------------------------|-----------------------|
| Project Fund | |
| Acquisition of Land | |
| Construction | |
| Equipment | |
| Engineering/architectural fees | |
| Total | \$8,000,000.00 |

EXHIBIT E

CERTIFICATE OF GOOD STANDING

[FORM OF OPINION FOR TENANT'S COUNSEL]

(Counsel's Letterhead)

June 1, 2022

City of Bel Aire, Kansas
Bel Aire, Kansas

Homestead Senior Residences Bel Aire, LLC
Holton, Kansas

Security Bank of Kansas City
Kansas City, Kansas

Gilmore & Bell, P.C.
Wichita, Kansas

Re: Not to Exceed \$8,000,000
City of Bel Aire, Kansas
Multifamily Housing Revenue Bonds, Series 2022
(Homestead Senior Residences Bel Aire, LLC)
(the "Bonds")

Ladies and Gentlemen:

We have acted as counsel for Homestead Senior Residences Bel Aire, LLC (the "Tenant") in connection with the issuance of the Bonds, and in that connection we have examined the originals or copies certified or otherwise identified to our satisfaction of:

(a) Articles of Organization of the Tenant and Operating Agreement of the Tenant, all as amended to date;

(b) a certificate of recent date of the Secretary of the State of Kansas relating to the legal existence and good standing of the Tenant in Kansas;

(c) executed copies of the following documents (collectively, the "Tenant Documents"):

(i) a Trust Indenture dated as of June 1, 2022 (the "Indenture") between the City of Bel Aire, Kansas (the "Issuer") and Security Bank of Kansas City, Kansas City, Kansas, as bond trustee (the "Trustee");

(ii) a Site Lease dated as of June 1, 2022 between the Tenant, as lessor, and the Issuer, as lessee;

(iii) a Project Lease dated as of June 1, 2022 (the "Project Lease") between the Issuer, as lessor, and Tenant, as lessee;

(iv) a Bond Purchase Agreement dated as of June 1, 2022 (the "Bond Purchase Agreement") between the Issuer, the Tenant;

(d) the proceedings of the members of the Tenant, authorizing, among other things, the execution and delivery by the Tenant of the Tenant Documents;

(e) such other documents, instruments, certificates and records as we have considered necessary for purposes of this opinion.

For purposes of this opinion we have assumed that each of the other parties to the Tenant Documents have all requisite power and authority and have taken all necessary action to execute and deliver the instruments to which it is a party and to effect the transactions contemplated thereby.

Based on the foregoing, we are of the opinion that:

1. The Tenant is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Kansas, with powers adequate for carrying on the business now conducted by it.

2. The Tenant has full power and authority to execute and deliver the Tenant Documents and to perform its obligations thereunder; the Tenant Documents have been duly authorized, executed and delivered by the Tenant, and, subject to the qualification stated in the last paragraph of this opinion, each is a valid, legally binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

3. The execution and delivery of the Tenant Documents, and the performance by the Tenant of its obligations thereunder, do not and will not constitute a material default under, or conflict with or violate any material provisions of, the Tenant's Articles of Organization or Operating Agreement, both as amended to date, or applicable law, and do not and will not materially conflict with or violate or result in a material adverse effect on the Tenant under any indenture, mortgage, deed of trust, contract, agreement or other instrument to which it is a party, or any administrative regulation or court decree.

4. Except as disclosed in the Tenant's Closing Certificate, to our knowledge there is no litigation, proceeding or investigation by or before any court, public board or body, pending, or threatened, against or affecting the Tenant, its officers or property, challenging the validity of the Tenant Documents, or seeking to enjoin any of the transactions contemplated by such instruments or the performance by the Tenant of its obligations thereunder, or challenging the acquisition or operation of the Project. Further, to our knowledge, there is no litigation, proceeding, or investigation pending or threatened against the Tenant, its officers or property except (i) that arising in the normal course of the Tenant's business operations, and being defended by or on behalf of the Tenant, in which the probable ultimate recovery and estimated defense costs and expenses, in the opinion of the Tenant's management, will be entirely within applicable insurance policy limits (subject to applicable self-insurance, retentions and deductibles), or (ii) that which, if determined adversely to the Tenant, would not, in the opinion of the Tenant's management, materially adversely affect the Tenant's operations or condition, financial or otherwise.

Our opinion that the Tenant Documents are enforceable in accordance with their terms is qualified to the extent that enforcement of the rights and remedies created by them is subject to bankruptcy, insolvency, reorganization and similar laws of general application affecting the rights and remedies of creditors and secured parties, and that the availability of the remedy of specific enforcement or of injunctive relief is subject to the discretion of the court before which any proceedings therefor may be brought.

This opinion is delivered to you by us as counsel for the Tenant and is solely for your use and reliance in connection with the issuance and sale of the Bonds and may not be used or relied upon by any other person for any purpose without our prior written consent.

Very truly yours,

MEMBER RESOLUTION

BE IT RESOLVED BY THE MEMBERS OF HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC, A KANSAS LIMITED LIABILITY COMPANY, that the City of Bel Aire, Kansas (the "Issuer") shall issue its Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC) in the aggregate principal amount not to exceed \$8,000,000 (the "Bonds") for the purpose of paying the costs to acquire, construct and equip a senior residence facility (the "Project"); and further

BE IT RESOLVED that the Bonds shall be issued pursuant to a Trust Indenture between the Issuer and Security Bank of Kansas City (the "Trustee"); and further

BE IT RESOLVED, that this company shall execute, enter into and perform a certain Site Lease (the "Site Lease"), between the Issuer, as lessee, and this company, as lessor, whereby upon the terms specified therein, this company shall lease to the Issuer the real property upon which the Project shall be constructed and installed; and further

BE IT RESOLVED that this company shall execute, enter into and perform a certain Project Lease (the "Project Lease") between the Issuer, as lessor, and this company, as lessee, whereby upon the terms specified therein, this company shall lease the Project from the Issuer; and further,

BE IT RESOLVED, that this company shall execute, enter into and perform a certain Bond Purchase Agreement (the "Bond Purchase Agreement") between this company, the Issuer and Homestead Senior Residences Bel Aire, LLC, Holton, Kansas, as Underwriter, relating to the sale and purchase of the Bonds; and further

BE IT RESOLVED, that the Manager of this company be and is hereby authorized and directed to execute and deliver the Site Lease, Project Lease, Bond Purchase Agreement (the "Transaction Documents") for and on behalf and as the act and deed of this company; and further

BE IT RESOLVED, that the Manager of this company be and is hereby authorized and directed to execute and deliver such certificates, documents or other instruments of conveyance, notices and other papers as may be reasonably necessary in connection with the Transaction Documents and with the issuance by the Issuer of the Bonds; and further

BE IT RESOLVED, that the Manager of this company and all of the employees and agents of the company, be and they are hereby authorized and directed to perform all such other acts and do such other things as may be reasonably required in connection with the Transaction Documents, and the issuance of the Bonds, for and on behalf and as the act and deed of this company.

[Remainder of Page Intentionally Left Blank]

CERTIFICATE

I, the undersigned manager of Homestead Senior Residences Bel Aire, LLC, hereby certify that the foregoing Resolutions are hereby lawfully adopted by the members of Homestead Senior Residences Bel Aire, LLC and the same are presently in full force and effect as of the _____ day of _____, 2022.

HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC,
a Kansas limited liability company

By: Homestead Senior Housing Bel Aire LLC
Its: Managing Member

By: Homestead Affordable Housing, Inc.
Its: Manager and Sole Member

By: _____
Name: Thomas A. Bishop
Title: President

[FORM OF OPINION FOR COUNSEL TO ISSUER]

June 1, 2022

Gilmore & Bell, P.C.
Wichita, Kansas

Homestead Senior Residences Bel Aire, LLC
Holton, Kansas

Governing Body
City of Bel Aire, Kansas

Re: Not to Exceed \$8,000,000
City of Bel Aire, Kansas
Multifamily Housing Revenue Bonds
Series 2022
(Homestead Senior Residences Bel Aire, LLC)
(the "Bonds")

Ladies and Gentlemen:

I am City Attorney for the City of Bel Aire, Kansas (the "Issuer"), and acting as its counsel, I have advised the Issuer in connection with its Ordinance No. [_____] (the "Ordinance"); a Site Lease dated as of June 1, 2022, between the Issuer and Homestead Senior Residences Bel Aire, LLC (the "Tenant"); a Project Lease dated as of June 1, 2022, between the Issuer and the Tenant; a Trust Indenture dated as of June 1, 2022 between the Issuer, and Security Bank of Kansas City, Kansas City, Kansas, as Trustee; a Bond Purchase Agreement among the Issuer, the Tenant and Homestead Senior Residences Bel Aire, LLC, Holton, Kansas, as Original Purchaser, and an Assignment of Site Lease and Project Lease (collectively, the "Bond Documents") and certain other certificates and proceedings relating to the issuance by the Issuer of the Bonds and the execution and delivery by officials of the Issuer of the Bond Documents.

Acting as such City Attorney, I have become acquainted with the affairs of the Issuer pertaining to the Bonds, and I have examined such documents, certificates and records, and have made such investigations as I have deemed necessary in order to give the opinions expressed herein.

You are advised that, in my opinion:

1. The Issuer is a municipal corporation incorporated as a city of the second class, duly organized and existing under the laws of the State of Kansas.
2. The Issuer, acting through a majority of its governing body, did pass the Ordinance on May 17, 2022; it has been signed and published as required by law, and is now in full force and effect.

3. The Issuer has full power and authority to issue the Bonds and to execute and deliver the Bond Documents and all other documents reasonably necessary in connection with the transactions contemplated thereby, and the Bonds and the Bond Documents have been executed and delivered by the Issuer in the manner authorized by law and the Ordinance, enforceable in accordance with their terms, except to the extent limited by or subject to bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights, principal of equity or the exercise of judicial discretion.

4. To my actual knowledge, after reasonable investigation, the enactment of the Ordinance, and the execution, delivery and performance of the Bond Documents do not and will not conflict with or constitute on the part of the Issuer a breach or default under (i) any ordinance, agreement, indenture or instrument to which the Issuer is a party, or by which it or any of its property may be bound, or (ii) any regulation, decree or order of any court, agency or governmental body having jurisdiction over the Issuer or any of its property.

5. To my actual knowledge, after reasonable investigation, there is no litigation, proceeding or investigation pending in any court or before any administrative agency or body, or to the knowledge of the officials of the Issuer, threatened, (i) to restrain or enjoin the issuance or delivery of the Bonds, or the execution, delivery or performance by the Issuer of its obligations under the Bond Documents; (ii) in any way contesting or affecting the validity or enforceability of the Ordinance, the Bonds or the Bond Documents; (iii) contesting the powers of the Issuer to issue the Bonds or enter into the Bond Documents; (iv) challenging the acquisition, equipping or operation of the Project (as defined in the Bond Documents); or (v) affecting in any manner the organization of the Issuer or its status as an incorporated city of the State of Kansas.

No authority or proceeding for the issuance of the Bonds or the execution and delivery of the Bond Documents has been repealed, revoked or rescinded.

I have not been engaged nor have I undertaken to review the accuracy completeness or sufficiency of any offering material relating to the Bonds, except as to the information contained therein regarding the Issuer, and I otherwise express no opinion relating thereto.

No opinion is expressed regarding the includability in gross income for Federal income tax purposes, or the exemption from taxation under the laws of the State of Kansas, present or future, of the interest on the Bonds.

Very truly yours,

BOND PREPARATION CERTIFICATE

This will certify that the undersigned has caused to be prepared and delivered one (1) original Bond certificate in the aggregate principal amount not to exceed \$8,000,000 for the City of Bel Aire, Kansas Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC); and one (1) sample Bond.

GILMORE & BELL, P.C.

By: _____

PURCHASER'S CERTIFICATE AND RECEIPT**Not to Exceed \$8,000,000**

**Multifamily Housing Revenue Bonds
Series 2022
(Homestead Senior Residences Bel Aire, LLC)**

Homestead Senior Residences Bel Aire, LLC (the "Purchaser"), hereby certifies that the Purchaser received from Security Bank of Kansas City, Kansas City, Kansas, as Trustee, on behalf of the City of Bel Aire, Kansas (the "Issuer") a certificate representing the Issuer's Multifamily Housing Revenue Bonds, Series 2022 (Homestead Senior Residences Bel Aire, LLC), in an aggregate principal amount not to exceed \$8,000,000, dated as of June 1, 2022. Issued by the Issuer and received by the Purchaser was one (1) Bond certificate in fully registered form, numbered R-1, initially registered as requested by the Purchaser. The Bonds will not be re-offered to the public.

The Bond certificate has been signed by the facsimile signature of the Mayor of the Issuer, attested by the facsimile signature of the City Clerk with the corporate seal of the Issuer affixed thereon, and has been authenticated by an authorized officer of the Trustee.

DATED _____, 2022.

HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC,
a Kansas limited liability company

By: Homestead Senior Housing Bel Aire LLC
Its: Managing Member

By: Homestead Affordable Housing, Inc.
Its: Manager and Sole Member

By: _____
Name: Thomas A. Bishop
Title: President

June 1, 2022

Governing Body
City of Bel Aire, Kansas

Homestead Senior Residences Bel Aire, LLC
Holton, Kansas

Security Bank of Kansas City
Kansas City, Kansas

Re: Not to Exceed \$8,000,000
City of Bel Aire, Kansas
Multifamily Housing Revenue Bonds
Series 2022
(Homestead Senior Residences Bel Aire, LLC)

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Bel Aire, Kansas (the "Issuer") in connection with the issuance of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

The Bonds have been issued under K.S.A. 12-1740 *et seq.*, as amended (the "Act"), and a Trust Indenture (the "Indenture") dated as of June 1, 2022 between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer and Homestead Senior Residences Bel Aire, LLC (the "Tenant") contained in the Site Lease and the Project Lease and certified proceedings and other certifications of the Issuer, the Tenant and others furnished to us, without undertaking to verify them by independent investigation.

We have also relied on the legal opinion of Morris Laing Law Firm, counsel to the Tenant, dated the date of this opinion, regarding certain matters, including (a) the status and due organization of the Tenant, (b) the power of the Tenant to enter into and perform its obligations under the Site Lease and the Project Lease, and (c) the due authorization, execution and delivery of the Site Lease and the Project Lease by the Tenant and the binding effect and enforceability of those documents against the Tenant.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Issuer is an incorporated city of the second class duly organized and existing under the laws of the State of Kansas (the "State"), with lawful power and authority to issue the Bonds and to enter into and perform its obligations under the Indenture, the Site Lease and the Project Lease.

2. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding special, limited obligations of the Issuer in the amount advanced as of the date hereof, and will be such special, limited obligations of the Issuer in the additional principal amounts advanced pursuant to the Site Lease and the Project Lease and the Bond Agreement up to a maximum principal amount of \$8,000,000.

3. The Bonds are payable solely from the Trust Estate under the Indenture. The Bonds do not constitute an indebtedness of the State or of any political subdivision of the State within the meaning of any constitutional or statutory provision or limitation and do not constitute a pledge of the full faith and credit of the State or of any political subdivision of the State. The issuance of the Bonds will not, directly, indirectly or contingently, obligate the State or any political subdivision of the State to levy any form of taxation or to make any appropriation for the payment of the Bonds.

4. The Indenture, the Site Lease and the Project Lease have been duly authorized, executed and delivered by the Issuer and are valid and legally binding agreements of the Issuer enforceable against the Issuer.

5. The interest on the Bonds is *not* excluded from gross income for federal income tax purposes under Section 103(a) of the Code. We express no other opinion as to any other federal tax law consequences pertaining to the Bonds.

6. The interest on the Bonds is exempt from income taxation by the State.

We express no opinion regarding (a) the accuracy, completeness or sufficiency of any offering material related to the Bonds, (b) the perfection or priority of the lien on the Trust Estate pledged under the Indenture, or (c) federal or state tax consequences arising with respect to the Bonds, other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture, the Site Lease and the Project Lease may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

SOS:as

BEFORE THE BOARD OF TAX APPEALS OF THE STATE OF KANSAS

Industrial Revenue Bond Informational Statement
(K.S.A. 12-1744a)

APPLICANT:

City of Bel Aire, Kansas
City or County issuing I.R.B.s

Sedgwick
County in which City is located

Please answer all questions. If a question is not applicable, please indicate (N/A).

1. Proposed lessee name and address
for whom bonds issued:

Homestead Senior Residences Bel Aire, LLC
603 Pennsylvania
Holton, Kansas 66436

Guarantor for Bonds, if any:

N/A

Paying (Fiscal) Agent:

Security Bank of Kansas City
Kansas City, Kansas

Attorney(s) who issued opinion:

Bond Counsel:

Gilmore & Bell, P.C.
Wichita, Kansas

Tenant Counsel:

Law Offices of Morris Laing
Wichita, Kansas

Issuer's Attorney:

Jacqueline Kelly, Esq.
Bel Aire, Kansas

Underwriter's Counsel

N/A

(For State of Kansas use only)

IRB Statement No. _____-IRB

Fee: _____ Amt Rec. _____

Rec. Date: _____ Ck # _____

2. Will an exemption of the property be requested? Yes X No

If exemption will be sought:

- a. Provide the legal description of the property. (If legal description is lengthy, attach additional pages.) See Exhibit A attached
- b. Provide the appraised valuation (not assessed) as listed by the county appraiser of property to be acquired, purchased, etc. as of next preceding January 1.

Land: \$

Improvements: \$

Equipment and
Machinery \$

3. Estimated TOTAL cost of the property:

Land: \$

Improvements: \$

Equipment and
Machinery \$

4. If facility financed is an addition or improvement to existing facility already financed by prior IRB issuance, supply following:

Date prior I.R.B.s issued: N/A

If existing facility exempted,
period of exemption: N/A

Board of Tax Appeals #: N/A

5. IRB principal amount to be issued: Not to exceed \$8,000,000

6. Please provide the following:

- a. Itemized list of any payments in lieu of taxes. N/A
- b. The amount of any service fee or charges with detailed description of services to be rendered by Issuer for same. See Exhibit B attached
- c. Detailed description of ultimate use of bond proceeds (e.g. acquisition of real estate, remodeling of physical plant) with the amount of IRB proceeds to be used for each purpose. See Exhibit C attached

7. What is the proposed date of issuance of these I.R.B.s? (Must be a least 7 days after receipt of preliminary filing with the Board of Tax Appeals.) June 1, 2022

VERIFICATION

I, Melissa Krehbiel, City Clerk, do solemnly swear or affirm that the information set forth herein is true and correct, to the best of my knowledge and belief. So help me God.

Signature of Applicant

Melissa Krehbiel

Printed Name and Title

State of Kansas)
) ss
County of Sedgwick)

This instrument was acknowledged before me on May ____, 2022 by Melissa Krehbiel, City Clerk.

Seal

Signature of Notary Public

My appointment expires:

Send this statement along with the filing fee of \$500.00 to:

Kansas Board of Tax Appeals
Eisenhower State Office Building
700 SW Harrison, 10th Floor, Suite 1022
Topeka, KS 66603

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

ORINATION FEE AGREEMENT

EXHIBIT C
USE OF BOND PROCEEDS

| | |
|-------|----------------|
| TOTAL | \$8,000,000.00 |
|-------|----------------|



316-267-2091 MAIN
316-262-6523 FAX
GILMOREBELL.COM

GILMORE & BELL PC
ONE MAIN PLACE - 100 NORTH MAIN, SUITE 800
WICHITA, KANSAS 67202-1311

KANSAS CITY
ST. LOUIS
OMAHA | LINCOLN

May 19, 2022

To: The Attached Distribution List

Re: City of Bel Aire, Kansas
Multifamily Housing Revenue Bonds
Series 2022
(Homestead Senior Residences Bel Aire, LLC)
Dated June 1, 2022 (the "Bonds")

CLOSING MEMORANDUM

The pre-closing for the Bonds is scheduled for 3:00 p.m., on May 31, 2022 at the offices of Gilmore & Bell, P.C. ("Bond Counsel"). At the pre-closing documents will be assembled with original signature pages attached and all documents on the Closing List will be assembled. The parties will have the opportunity to complete their review of the documents at that time. Such documents will be held in escrow by Gilmore & Bell, P.C. ("Bond Counsel") pending the closing. At the conclusion of the pre-closing, all conditions to issuance of the Bonds will have been met, and the Bonds will have been delivered to the bond registrar for authentication at closing and safekeeping pending final advance of all bond proceeds.

The closing is scheduled for approximately 10:00 a.m. on June 1, 2022 (the "Closing Time"). The closing will occur via conference telephone call initiated by Bond Counsel.

Homestead Senior Residences Bel Aire, LLC (the "Tenant") shall deliver to the Trustee its Requisition for Payment of Project Costs No. 1 (the "Payment Order") in the form set forth on *Exhibit A* hereto, together with supporting invoices. Additional advances will be documented by the Tenant with Payment Orders submitted to the Trustee for Project Costs paid for by the Tenant.

Upon confirmation of receipt by the Trustee of the initial Payment Order, Bond Counsel will (a) provide a signed approving legal opinion and (b) notify the Trustee that the Bonds may be delivered. The Trustee will establish the Funds and Accounts set forth in the Indenture.

Post-closing, Bond Counsel will transmit the Notice of Lease and Assignment of Lease to the Sedgwick County Register of Deeds for recording. Bond Counsel will also file the Certificate of Issuance with the Kansas Board of Tax Appeals. Tenant will request issuance of the title policy to be included in the transcripts of documents and proceedings.

Transcripts of the documents and proceedings will be provided by Bond Counsel as follows:

1. City of Bel Aire, Kansas ("Issuer")
2. Homestead Senior Residences Bel Aire, LLC ("Company" and "Purchaser")

3. Security Bank of Kansas City (the "Trustee")
5. Gilmore & Bell, P.C. ("Bond Counsel")
6. Jacqueline Kelly ("City Attorney")
7. Morris Laing ("Company's Counsel")

Of the parties listed above, the Issuer will receive a paper copy of the transcript. All others will receive a copy in electronic PDF unless a CD-ROM is requested before closing.

If anyone has any questions or corrections regarding this matter, please advise the undersigned immediately.

Very truly yours,

SOS/as



CITY OF BEL AIRE, KANSAS
\$8,000,000
MULTIFAMILY HOUSING REVENUE BONDS
(Homestead Senior Residences Bel Aire, LLC PROJECT)

601000.20156

April

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

Section XIII, Item C.

May

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | 1 | | | |

FINANCING SCHEDULE

Following is a tentative financing schedule. If you have any comments on the schedule, please get them to me as soon as possible.

City of Bel Aire, Kansas
Jacqueline Kelly, Esq.
Homestead Senior Residences Bel Aire, LLC
Morris Laing Law Firm
Gilmore & Bell, P.C.

"Issuer"
"Issuer's Attorney"
"Company" and "Purchaser"
"Company's Counsel"
"Bond Counsel"

| <u>DATE</u> | <u>DESCRIPTION</u> | <u>RESPONSIBLE PARTY</u> | <u>COMPLETED</u> |
|--------------------|---|---------------------------------|-------------------------|
| | Notice of Public Hearing to newspaper | Bond Counsel | ✓ |
| | Preparation of Cost-Benefit Analysis | | ✓ |
| | Publish Notice of Public Hearing | Bond Counsel/Issuer | ✓ |
| | Public Hearing and Resolution of Intent | Issuer | ✓ |
| 04/25/22 | Distribute first draft of bond documents | Bond Counsel | |
| 05/06/22 | Comments due on first draft bond documents | ALL | |
| 05/10/22 | Distribute revised drafts of bond documents | Bond Counsel | |
| 05/17/22 | Final Passage of Ordinance | Issuer | |
| 05/19/22 | Ordinance to newspaper | Bond Counsel | |
| 05/19/22 | Distribute Closing Letter and Print bonds | Bond Counsel | |
| 05/24/22 | Informational Statement to BOT (at least 7 days prior to closing) | | |
| 05/26/22 | Publication of Ordinance | Bond Counsel | |
| 05/31/22 | Preclosing* | All | |
| 06/01/22 | Closing* | All | |

*Attendance at preclosing and closing is optional if signature pages are furnished in advance.

THE CITY OF BEL AIRE, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2022
(HOMESTEAD AFFORDABLE HOUSING, INC.)

Section XIII, Item C.

DISTRIBUTION LIST

| ISSUER | BOND COUNSEL |
|---|---|
| <p>CITY OF BEL AIRE, KANSAS 7651 E. Central Park Ave. Bel Aire, Kansas 67226 Telephone: (316) 744-2451 Fax: (316) 744-3739</p> <p>Mr. Ty Lasher, City Manager (Ext 217) E-mail: tlasher@belaireks.gov</p> <p>Ms. Melissa Krehbiel, City Clerk E-mail: mkrehbiel@belaireks.gov</p> <p>Mr. Ted Henry, Finance Director E-mail: thentry@belaireks.gov</p> | <p>GILMORE & BELL, P.C. 100 N. Main, Suite 800 Wichita, Kansas 67202 Telephone: (316) 267-2091 Fax: (316) 262-6523</p> <p>Kevin M. Cowan, Esq. E-mail: kcowan@gilmorebell.com</p> <p>Sarah O. Steele, Esq. E-mail: ssteele@gilmorebell.com</p> <p>Ms. Angie Sizemore, Legal Assistant E-mail: asizemore@gilmorebell.com</p> |
| ISSUER'S COUNSEL | TRUSTEE |
| <p>Jacqueline Kelly, Esq. 7651 E. Central Park Ave. Bel Aire, Kansas 67226 Telephone: (316) 744-2451 Fax: (316) 744-3739</p> <p>Jacqueline Kelly, Esq. E-mail: JKelly@belaireks.gov</p> | <p>SECURITY BANK OF KANSAS CITY 701 Minnesota Avenue, Suite 206 P.O. Box 171297 Kansas City, Kansas 66101 Corporate Trust Department Telephone: (316) 765-2844</p> <p>Ms. Bonnie Mosher, Vice President E-mail: bmosher@securitybankkc.com</p> <p>Ms. Lisa Shatto, Corporate Trust Officer E-mail: lshatto@securitybankkc.com</p> |
| TENANT | TENANT'S COUNSEL |
| <p>HOMESTEAD SENIOR RESIDENCES BEL AIRE, LLC 603 Pennsylvania Holton, Kansas 66436 Telephone: (785) 364-0110 Fax: (785) 364-0114</p> <p>Mr. Tom Bishop E-mail: tom@homesteadks.org</p> | <p>LAW OFFICES OF MORRIS LAING 300 N. Mead Telephone: (316) 262-2671 Fax: (316) 262-6226</p> <p>Sabrina Standifer, Esq. E-mail: sstandifer@morrislaing.com</p> |

CITY OF BEL AIRE
STAFF REPORT

DATE: May 3, 2022
TO: Ty Lasher, City Manager
FROM: Dave Leiker, Public Works Director

RE: Fire Hydrant and Valve Replacement Proposal

BACKGROUND

Every year Sedgwick County Fire Department tests and inspects all fire hydrants in Bel Aire and generates a report of hydrants that are in need of repair or replacement. Public Works staff has verified this information and made repairs to all the hydrants that were in this 2021 report. There are six hydrants that are identified in the report as leaking or difficult to operate and are in need of replacement.

DISCUSSION

In the past, when new water lines were installed the hydrants were typical replaced. However, these hydrants in need of replacement are on water mains which are fortunately in good condition. Three out of the six hydrants that need replaced do not currently have independent shut-off valves associated with them. These three hydrants require an isolation valve to be installed so maintenance can be performed without shutting off water to residents. One of the six hydrants is no longer needed because there was a new hydrant installed across the street. So there is no need to replace this hydrant but we need to eliminate it and install a valve in its place to allow for better water system isolation.

Summary of hydrant and valve replacements is as follows: **REMOVE AND REPLACE FIVE (5) HYDRANTS, REMOVE ONE (1) FIRE HYDRANT, ADD FOUR (4) GATE VALVES**

RECOMMENDATION

Funding is available in the water system and repair budget for this project and staff recommends the low bid from Utility Maintenance Contractors for the amount of \$39,175.



9210 E. 34th St. North
Wichita, KS 67226

Phone: (316) 634-2199
Fax: (316) 634-6071

McX Job# 22101

Estimator: Joe Dinsmore

April 6, 2022

To: City of Bel Aire, KS
Public Works Department
c/o Dave Leiker
4103 N Woodlawn
Bel Aire, KS 67220

**Replacement of Fire Hydrants and Isolation Valves
Various Locations – Bel Aire, KS**

McCullough Excavation is pleased to provide the following proposal for the replacement of fire hydrants and isolation valves in Bel Aire, KS. We have included material, labor, and equipment costs for the following items.

| # | Description | Qty | Unit | Unit Cost | Extended |
|---|------------------|-----|------|--------------|--------------|
| 1 | 4041 WOODLAWN CT | 1 | LS | \$ 11,750.00 | \$ 11,750.00 |
| 2 | 6610 RODEO | 1 | LS | \$ 10,250.00 | \$ 10,250.00 |
| 3 | 4246 N ST JAMES | 1 | LS | \$ 10,750.00 | \$ 10,750.00 |
| 4 | 4259 STRATFORD | 1 | LS | \$ 11,750.00 | \$ 11,750.00 |
| 5 | 6539 DANBURY | 1 | LS | \$ 13,500.00 | \$ 13,500.00 |
| 6 | 3953 EDGE Moor | 1 | LS | \$ 13,350.00 | \$ 13,350.00 |

Total Bid Amount **\$71,350.00**



9210 E. 34th St. North
Wichita, KS 67226

Phone: (316) 634-2199
Fax: (316) 634-6071

Clarifications:

- We have assumed installing isolation valves on the branch of the tee at the main to allow for restraint for future maintenance
- All lines are assumed to be less than 5 feet in depth
- For bidding purposes, we have assumed we will be able to connect to an existing mechanical joint tee to install the new isolation valves where desired. If a new tee will be needed, we reserve the right to adjust our pricing for this work accordingly
- For purposes of this bid, we have assumed all mains to be ductile iron or PVC.

Inclusions:

- Sidewalk Removal & Replacement as necessary
- Reconnection To Existing mains
- Site restoration of disturbed areas

Exclusions:

- Sales Tax
- Bond Fees
- Testing of new fire hydrants
- Submittal of Bacteriological samples after completion of work

Nowak Construction

PO Box 218
200 South Goddard Rd
Goddard, KS 67052

Phone: (316) 794-8898
Fax: (316) 794-2243

| | | | |
|--------------------------|---|--------------------|--------------------------|
| To: | Bel Aire, Kansas | Contact: | Tim Aelmore, Dave Leiker |
| Address: | Public Works Department Bel Aire, KS | Phone: | 316-744-8609 |
| Project Name: | Replacement Of Fire Hydrants And Isolation Valves | Fax: | |
| Project Location: | Bel Aire, KS | Bid Number: | |
| Addendum #: | 0 | Bid Date: | 4/6/2022 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--------|---|--------------------|------|------------|-------------|
| 1 | 4041 Woodlawn CT (Fire Hydrant Only) | 1.00 | EACH | \$6,000.00 | \$6,000.00 |
| 2 | 6610 Rodeo (Fire Hydrant Only) | 1.00 | EACH | \$6,000.00 | \$6,000.00 |
| 3 | 4246 N St James (Fire Hydrant And Isolation Valve) | 1.00 | EACH | \$8,900.00 | \$8,900.00 |
| 4 | 4259 Stratford - (Fire Hydrant And Isolation Valve) | 1.00 | EACH | \$8,900.00 | \$8,900.00 |
| 5 | 6539 Danbury - (Remove Fire Hydrant Add 6" Line Valve) | 1.00 | EACH | \$6,850.00 | \$6,850.00 |
| 6 | 3953 Edgemoor - (Fire Hydrant And Isolation Valve) | 1.00 | EACH | \$7,750.00 | \$7,750.00 |

Total Bid Price: \$44,400.00

Notes:

- No Sales Tax
- Bond and Insurance included
- Site Restoration Included

| | |
|---|--|
| ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____ | CONFIRMED: Nowak Construction Authorized Signature: _____ Estimator: Alan Blough (316) 794-8898 alan@nowakconstruction.com |
|---|--|



Date: April 5, 2022

To: City of Bel Aire, KS

Attn: Dave Leiker

Ref: **REPLACEMENT OF 6 FIRE HYDRANTS AND ISOLATION VALVES AT VARIOUS LOCATIONS – City of Bel Aire, KS**

Utility Maintenance Contractors, LLC (UMC) places our employee's safety as our top priority on every job, every day. Through safe work practices we can continue to ensure our employee's safety and the safety of those around them. We emphasize that production is a result of working safe. UMC will be responsible for providing its employees with all required safety equipment and conducting regular maintenance and inspection of that equipment.

UMC will meet all minimum industry standards for safety related to this work including but not limited to; PPE, confined space, first aid/CPR/AED training, material handling, ventilation and air monitoring. All onsite UMC employees will follow all OWNER established rules, policies and guidelines regarding safety and security.

1. UMC proposes to provide the labor, supervision, equipment and material to complete the task listed : **REMOVE AND REPLACE FIVE (5) FIRE HYDRANTS, REMOVE ONE (1) FIRE HYDRANT, ADD FOUR (4) 6" GATE VALVES**
 - a. UMC will call in locates prior to beginning work
 - b. UMC will provide all material to complete task
 - c. UMC will excavate, and backfill any trench made to complete this task
 - d. UMC will use fill sand to protect pipe (8" above pipe)
 - e. UMC will install pea gravel around bowl of fire hydrant to protect weep hole
 - f. UMC will communicate with City of Bel Aire for all scheduling
 - g. UMC will install fire hydrants per City of Wichita Spec unless otherwise notified by City of Bel Aire
 - h. All pipe and fittings that is installed is to be swabbed and clean
 - i. UMC requires owner to provide uninterrupted access to job sites

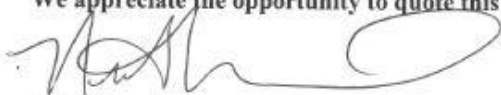
| Item | Description | Qty | U.O.M. | Unit Price | Extended Price |
|------|---|-----|--------|--------------------|--------------------|
| Base | REPLACEMENT OF 6 FIRE HYDRANTS AND ISOLATION VALVES AT VARIOUS LOCATIONS | 1 | LS | \$39,175.00 | \$39,175.00 |

SAFE QUALITY SOLUTIONS

P.O. BOX 4780 // WICHITA, KS 67204 // (316) 945 8833 // VISIT US ONLINE AT WWW.UMCLLC.COM

2. UMC's proposal excludes:
- a. All taxes, please provide a tax-exempt certificate or add tax to the proposed price
 - b. Bonding (bid, performance, payment, assurance, statutory)
 - c. Davis Bacon wage rates
 - d. Special insurance, permits and fees
 - e. Traffic control other than cones and work ahead signs
 - f. Pavement removal and replacement
 - g. Groundwater pumping/dewatering
 - h. Site clearing or restoration other than rough grading
 - i. Remediation, hauling or disposal of any hazardous materials discovered during UMC work
 - j. Providing as-built drawings once work is complete
 - k. Winter weather or any other weather controls
 - l. Night, weekend or overtime hours
 - m. Delays caused by Owner or others may result in standby rates being charged
 - n. Hauling off or disposal of debris that does not pertain to project
 - o. Customer scope of work changes
 - p. Liability for work performed by others
 - q. Responsibility for job site access restrictions
 - r. Changes due to actual conditions discovered at the job site
3. UMC's payment requirements:
- a. UMC will honor the above pricing for 45 calendar days from the time submitted:
 - b. Once UMC has submitted billing payment is required within 30 calendar days
 - c. No retainage will be withheld from payments

We appreciate the opportunity to quote this work.



Nick Manning
General Superintendent

ACCEPTANCE OF UTILITY MAINTENANCE CONTRACTOR'S PROPOSAL

PLEASE SIGN, DATE & RETURN UPON ACCEPTANCE OF THIS PROPOSAL:

OWNER'S REPRESENTATIVE: (*print*) _____

OWNER'S REPRESENTATIVE: (*signature*) _____

DATE: _____

SAFE

QUALITY

SOLUTIONS

CITY OF BEL AIRE
STAFF REPORT

DATE: May 3, 2022
TO: Ty Lasher, City Manager
FROM: Dave Leiker, Public Works Director
RE: 2022 Outsourced Sewer Cleaning Proposal

BACKGROUND

Sanitary sewer line cleaning is an integral part of the sewer division of Public Works. EPA guidelines recommend that lines be cleaned every 3 to 5 years. Each year staff identifies neighborhoods that are in need of cleaning. This year Central Park, Elk Creek, Park Vista, Lawn Terrace, Eagle Lake and Westlake neighborhoods need to be cleaned to maintain the EPA recommended schedule.

DISCUSSION

Sewer cleaning is necessary to prevent stoppages in the lines. Stoppages in gravity sewers are caused either by structural defects or by an accumulation of material in the pipe. Accumulated material can include fats, oil, grease, sediment, or other materials. Certain structural defects, such as protruding taps, may catch debris, which then causes a further buildup of solids that will eventually create a blockage. Root intrusion through structural defects is a major contributor to blockages as well. Public Works conducts an annual proactive program that removes material and prevents sewer line stoppages from occurring.

Eagle Lake has 6,400 ft. of 8" pipe and Westlake has 14,740 ft. of 8" and 10" pipe that was last cleaned in 2017 and this is in need of both cleaning and televising.

RECOMMENDATION

The Public Works schedule does not allow for the cleaning of Westlake and Eagle Lake subdivision this year and we do not have the equipment or resources to televise these lines. Therefore, staff recommends the outsourcing of the cleaning and televising of both Westlake and Eagle Lake subdivisions. Funds are available in the wastewater system maintenance and repair line of the sewer budget.

Two local vendors were contacted for proposals to clean and televise Eagle Lake and Westlake. Both vendors have done work for the city in the past and staff is recommending accepting the low bid from Utility Maintenance Contractors (UMC) for the amount of \$50,313.20.



Date: April 6th, 2022

To: City of Bel Aire
7651 E. Central Park Ave.
Bel Aire, KS 67226

Attn: Dave Leiker parks@belaire.kscoxmail.com

Ref: **Televising & Cleaning of Sewer Lines in Eagle Lake and Westlake Subdivisions**

Utility Maintenance Contractors, LLC (UMC) places our employee's safety as our top priority on every job, every day. Through safe work practices we continue to ensure our employee's safety and the safety of those around them. We emphasize that production is a result of working safe. UMC will provide employees with all required safety equipment and ensure that it is inspected and maintained.

UMC will conduct daily safety meetings including Job Hazard Analysis. We will also meet all OSHA standards for safety including but not limited to; PPE, fall protection, confined space, first aid/CPR training, scaffolding, material handling, ventilation and air monitoring.

1. Based upon information provided by Tim Aelmore with the city of Bel Aire, UMC proposes to televise and clean approximately 21,140 LF of 8-inch sewer line to determine the condition of the sewer line. UMC believes this work to take approximately 10 to 15 days.
2. UMC's price for this work is as follows:

| Description | Approx | Price | U.O.M. | Total Price |
|--|-----------------|--------------------|-----------|---------------------|
| Clean and Televise Sewer Lines W/ Warthog Nozzle one pass | 21,140 | \$2.38 | LF | \$ 50,313.20 |
| Eagle Lake | 6400ft | \$15,232.00 | LF | |
| Westlake | 14,740ft | \$35,081.20 | LF | |

3. Notes, Clarifications, Qualifications:

SAFE

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P.O. BOX 4780 // WICHITA, KS 67204 // (316) 945 8833 // VISIT US ONLINE AT WWW.UMCLLC.COM

- a. UMC accepts no liability if condition of pipe changes or collapse occurs during televising or any cleaning.
 - b. UMC will make one pass and televise for City of Bel Aire to approve and move on or to perform further work (which is not included in this price).
 - c. UMC will work during normal hours and cleanup work site after work.
 - d. UMC will use great care when performing work, but jetting or camera equipment could get stuck or become lodged in the pipe and any excavation required to recover equipment and clear pipe is not included.
 - e. Owner will need to provide water for cleaning or jetting the lines at no cost to UMC.
 - f. Owner to provide dump site for debris removed from system.
 - g. Sales tax not included in this Proposal; please provide a project specific tax-exemption certificate prior to UMC beginning work.
 - h. When UMC has received a signed agreement, our current work will be evaluated and scheduled.
 - i. Any modifications or replacements are not included.
 - j. Bonding (performance, payment, assurance, statutory) is not included in this Proposal.
 - k. Special insurance, permits, licenses, and fees are not included in this Proposal.
 - l. Remediation, hauling or disposal of any hazardous materials discovered during UMC work is not included in Proposal.
 - m. Pricing submitted in this Proposal is based on unrestricted access (during normal hours) to the work site for the duration of the project.
 - n. Any alteration or deviation from the project scope outlined in this Proposal will be executed only upon written change order, and will become an extra charge to the Proposal price.
 - o. Delays caused by Owner may result in additional mobilization or standby charges.
 - p. Owner to provide all needed temporary easements for access and working room, and UMC will be held harmless from all claims, damages or suits by reason of UMC encroaching upon others property.
4. UMC's payment requirements:
- a. Once UMC has submitted billing, payment is required within 30 calendar days of invoicing.
 - b. No retainage to be withheld from payments.

We appreciate the opportunity to quote this work.



Jack T Row III

ACCEPTANCE OF UTILITY MAINTENANCE CONTRACTOR'S PROPOSAL

OWNER'S REPRESENTATIVE: (*print*) _____

OWNER'S REPRESENTATIVE: (*signature*) _____

DATE: _____

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QUOTATION

QUOTE DATE May 3, 2022
 QUOTE EXPIRES 30 days from bid date

FROM Nick Moseley

PROJECT Sewer Cleaning and CCTV in Eagle Lake and Westlake Subdivisions - Bel Aire, KS
 BID DATE 4/6/2022

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXTENDED |
|-------|--|----------|------|------------|-------------|
| 1 | Eagle Lake - Light clean at CCTV inspection of existing Sanitary Sewer lines - 8" and 10" diameter | 6400 | LF | \$2.50 | \$16,000.00 |
| 2 | Westlake - Light clean at CCTV inspection of existing Sanitary Sewer lines - 8" and 10" diameter | 14740 | LF | \$2.50 | \$36,850.00 |
| TOTAL | | | | | \$52,850.00 |

Customer Responsibilities

- Provide clean water for sewer cleaning equipment, such as a fire hydrant.
- Provide access for our equipment to all manholes as needed.
- Any excavation, opening, back filling and/or repair of sewers and or streets required to remove contractor's equipment caught in the sewer pipe due to sewer defects.
- Provide notification to any potential customers that may be affected.
- Provide a dumpsite, within reasonable distance, for deposit of debris removed.
- Provide access for our equipment to all locations as needed; locate, uncover & exercise manhole lids prior to our arrival.
- Defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of pre-existing conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful misconduct of Mayer Specialty Services, LLC, all other claims, damages, and expenses that arise or are incurred during the term of this agreement.

General Terms and Conditions

INCLUSIONS:

- Provide all labor, materials, tools, equipment and supervision necessary to perform work as shown on drawings, defined in specifications and as described herein.
- Television inspection reports delivered electronically via email with read-only software for forwarding, viewing and report printing.

EXCLUSIONS:

- Mayer Specialty Services, LLC accepts no responsibility for damage that may occur because of improperly vented structures, pre-existing conditions or anything introduced into the system which is not normal sewage.
- Heavy cleaning
- Sales Taxes
- Bypass Pumping
- Prevailing Wages/Davis-Bacon Wages
- Traffic Control

Authorized Signature _____

Date Signed _____

Mayer Specialty Services, LLC

831 Industrial Rd / PO Box 469

Goddard, KS 67052

316-794-1165

316-794-2717

No retainage may be withheld out of contracts less than \$1,000.00

Thank you for the opportunity to provide pricing

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is between the City of Bel Aire, Kansas, a municipal corporation within the State of Kansas (“Bel Aire”) and Terry Beall (“TB”).

WHEREAS, Bel Aire has duly appointed, pursuant to K.S.A. 14-201 et. Seq. and section 5.1.4 of the Bel Aire Municipal Code., Terry Beall as its Municipal Court Judge to perform the duties delineated in K.S.A. 12-4106 & 12-4107 and section 5.1.5 of the Bel Aire Municipal Code; and TB being subject to the Canons of the Kansas Code of Judicial Conduct as adopted by the Kansas Supreme Court; and

WHEREAS, the parties desire to memorialize this understanding with TB during the term of appointment;

THEREFORE, the parties acknowledge as follows:

1. Services: TB shall preside over City of Bel Aire scheduled Municipal Court Sessions and perform the duties of Municipal Court Judge as defined in K.S.A. 12-4106 & 12-4106 and section 5.5.5 of the Bel Aire Municipal Code.
2. Compensation: The compensation to be paid to TB for his services as Municipal Court Judge for Bel Aire shall be five hundred and seventy five dollars (\$575.00) per court session.
3. Benefits Provided: TB shall not be entitled to benefits provided to full employees of Bel Aire, including, health insurance, retirement, vacation, and sick leave. However, Federal and State income taxes shall be withheld from TB’s compensation and Bel Aire shall pay the employer portion of social security and Medicare taxes attributable to such compensation, as required by IRS regulations. Furthermore, TB shall be a participant in the workers’ compensation program applicable to Bel Aire employees. The parties acknowledge that in carrying out the services as Municipal Court Judge, TB will be acting on behalf of or in service of a governmental entity in an official capacity, as referenced in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

In the event TB is unable to provide the judicial services contained in this Agreement due to an ethical conflict of interest, illness or due to his attendance at a judicial educational conference approved by the City Manager, Bel Aire shall then engage at its cost another individual to substitute for TB during TB’s absence pursuant to K.S.A. 12-4107. TB may schedule paid absences with the City Manager of Bel Aire for a maximum of two (2) court sessions during the term hereof.

Bel Aire agrees to be responsible for and timely pay the yearly dues to the Kansas Municipal Judges Association (KMJA). If TB attends a judicial educational conference, any fees, cost or expenses to be borne by Bel Aire must be approved in advance by the City Manager.

4. Term: The term of this Understanding commences on the date hereof and expires on the City Council’s first meeting in January of 2018 when appointments are made. Subsequently, this Understanding may be renewed and extended annually, in writing after appointment, by the parties hereto.

5. Entirety of the Understanding: All prior understandings have been reduced to writing and are included herein. This Understanding constitutes the entire Memorandum of

Understanding of the parties and may not be amended, altered, or modified, except by written agreement of the parties.

Dated this _____ day of May, 2022.

Municipal Court Judge

Terry Beall

Bel Aire:

City of Bel Aire, Kansas

Jim Benage, Mayor

ATTEST:

SEAL

Melissa Krehbiel, City Clerk

City of Bel Aire, Kansas



STAFF REPORT

DATE: April 12, 2022
 TO: Ty Lasher, City Manager
 FROM: Anne Stephens, City Engineer
 RE: Cedar Pass Engineering Services

Proposal Focus:

Our Mission

- Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

Our Values

- Working Together – Departments working together as one team. Staff working with residents, HOA's and neighborhoods. Citizens working with each other.

Current Situation:

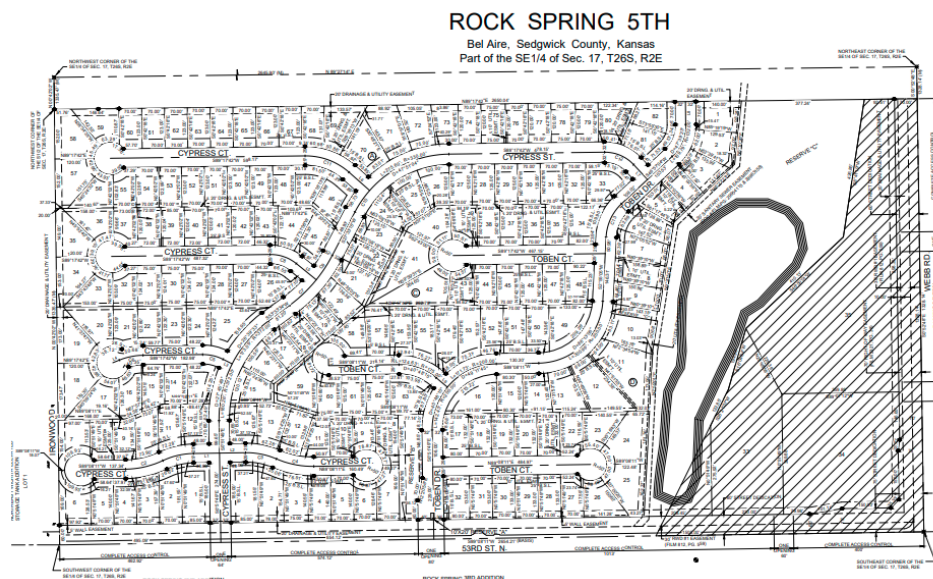
The Developer is ready to initiate the engineering design on the Cedar Pass Development (formerly known as Rock Spring 5th).

Goals:

- To work with the Developer to grow the City in an attractive, safe manner that is consistent with City standards.

Discussion:

The Developer has asked Garver to prepare an agreement for Engineering Design and Construction services for the design and construction observation services for their development.



Financials:

The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots.

Recommendation:

Staff recommends that the City Council accept the Agreement for Professional Services from Garver in the amount of \$507,000.



AGREEMENT FOR PROFESSIONAL SERVICES

City of Bel Aire, Kansas
7651 E. Central Park Avenue
Bel Aire, Kansas 67220

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made as of the Effective Date by and between the **City of Bel Aire, Kansas** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner intends to have designed subdivision infrastructure improvements to serve Cedar Pass Addition Phase 1, Bel Aire, Kansas; including sanitary sewer and water extensions, storm water drainage and street improvements, along with the related construction phase services (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

- 2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee.

For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this

Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement. This excludes voluntary response of an employee to an open job posting.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a “municipal advisor” as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Garver’s Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the “**Deliverables**”), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files (“**Electronic Media**”), are tools used solely for the preparation of the Deliverables. Upon Owner’s written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner’s software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner’s possession or released to others by Owner. Garver’s sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse (“**Intellectual Property**”), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver’s subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner’s use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)’ methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors,

Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

- 6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 6.5. Design without Construction Phase Services.
- 6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.
- 6.5.2. Garver shall be responsible only for those construction phase Services expressly set forth in Exhibit A, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.
- 6.5.3. Owner agrees, to the fullest extent permitted by law, to indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction phase services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the construction contract documents to reflect changed field or other conditions, except to the extent such claims arise from the negligence of Garver in performance of the Services.
- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as “Confidential Information” or “Proprietary Information” or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver’s performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a “need to know basis” with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party’s right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver’s General Liability policy to the extent of Garver’s indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner’s Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver’s subconsultants and their Personnel

harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to five hundred thousand dollars (\$500,000).

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

- 10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.
- 10.1.3. The site of the arbitration shall be Bel Aire, Kansas. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.
- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.
- 10.1. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services

to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Kansas, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
 Exhibit B – Compensation Schedule
 Exhibit C – Insurance
 Exhibit D – [Reserved]

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.


Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Bel Aire, Kansas

Garver, LLC

By: _____
Signature

By: 

Signature

Name: _____
Printed Name

Name: Christopher M. Bohm

Printed Name

Title: _____

Title: Sr. Proj. Manager

Date: _____

Date: 4/12/2022

Attest: _____

Attest: 

EXHIBIT A (SCOPE OF SERVICES)

1.1 Garver shall provide the following Services (Engineering Design)

Furnish engineering and technical services as required to develop the plans, supplemental specifications and estimates of the quantities of work for the PROJECT in accordance with design standards and in the format and detail required by the City of Bel Aire, Kansas, and as outlined in this Appendix. Plans will include the design of streets, storm water drainage system, sanitary sewer extensions, and water line extensions to serve Cedar Pass Addition Phase 1.

When authorized by the OWNER, proceed with development of plans for the PROJECT based on the preliminary design concepts approved by the OWNER.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for engineering design.
2. Soils and Foundation Investigations. When recommended by Garver, and/or requested by the OWNER, the OWNER shall direct an approved testing laboratory to perform subsurface borings and soils investigations for the PROJECT for the purpose of determining subgrade compaction and soil stabilization requirements. The testing laboratory shall be responsible for the accuracy and competence of their work. The Owner's contract with the testing laboratory shall provide that the testing laboratory is responsible to the OWNER for the accuracy and competence of their work. The cost of soils and boring investigations shall be directly contracted with and billed directly to the OWNER.
3. Review Preliminary Design Concepts. Review preliminary design concepts with the OWNER or its designated representative prior to progressing to detail aspects of the work unless waived by the OWNER.
4. Prepare engineering plans, plan quantities and supplemental specifications as required.
5. Identify all known potential utility conflicts and, when authorized by the OWNER, provide prints of plans to each utility identifying the problem locations. GARVER shall meet with utility company representatives as required to review the PROJECT design and interpret engineering drawings and effect resolutions of conflicts.
6. Deliver original plan tracings and specification originals to the OWNER.
7. When requested by the OWNER, conduct pre-bid and/or pre-construction conferences and assist the OWNER in the bid process.
8. Provide AutoCAD V. 2020 drawing files for the PROJECT to the OWNER.
9. Provide Construction Phase Services consisting of construction staking and construction observation which include the following general duties:

Pre-Construction Activities:

- Assist the City with the preparation and receipt of contracts and project bonds.
- Work with the Contractor to establish a work schedule for the project.
- Receive and review shop drawings and material submittals from the Contractor.
- Verify that on-site underground utility lines have been marked by Kansas One-Call.
- Field check all materials on site to determine compliance with the specifications.
- Notify adjacent property owners concerning construction operations.
- Provide construction staking for line and grade with offsets for marked stakes at the distances specified by the Contractor.

Construction Operations – Water, Sanitary Sewer, Pavement and Storm Water Sewer***Sanitary Sewer System***

- Check trench width and depth.
- Ensure that proper care is taken when connecting to existing structures.
- Check that the bedding material meets pipe requirements and trench conditions.
- Check for pipe alignment and grade.
- Check pipe joints and fittings for proper placement.
- Check that pipe backfill meets compaction requirements.
- Coordinate and supervise testing of manholes and sanitary sewer pipe.
- Ensure that site restoration (driveway removal, yard restoration, street restoration, etc.) is completed properly.
- Revise the original plans to reflect the as-built elevations and structure locations.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.

Water Distribution System

- Check trench width and depth.
- Ensure that proper care is taken when connecting to existing structures.
- Check for pipe alignment and grade.
- Check pipe joints and fittings for proper placement.
- Check that pipe backfill meets compaction requirements.
- Coordinate and supervise testing of water mains.
- Ensure that site restoration (driveway removal, yard restoration, street restoration, etc.) is completed properly.
- Revise the original plans to reflect the as-built elevations and structure locations.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.

Paving, Subgrade and Curb Construction

- Check earthwork cuts and fill against the stakes to verify accuracy.
- Verify drainage ditches for alignment and grade.
- Order soil testing for the subgrade compaction and for treated subgrade as is required by the specifications. Additional testing will be ordered if conditions warrant, or if on-site testing fails.
- Check placement of geogrid reinforcement (if used on project).
- Check subgrade rock depth and width (if used on project).
- Check that subgrade is trimmed to the bluetop stakes after placement of curb.
- Check string lines for alignment and grade.
- Check expansion joint material.

- Check that curb machine is maintained and operating properly.
- Check curb template for proper size and dimensions.
- Check that air temperature and ground conditions meet specifications.
- Take a minimum of two concrete test cylinders on each pour day.
- Deliver cylinders to testing laboratory for testing.
- Revise the original plans to reflect as-built conditions.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.

Storm Water Sewer System

- Check trench width and depth.
- Ensure that proper care is taken when connecting to existing structures.
- Check that the bedding material meets pipe requirements and trench conditions.
- Check for pipe alignment and grade.
- Check pipe joints and fittings for proper placement.
- Check that pipe backfill meets compaction requirements.
- Coordinate and supervise TV testing of storm water sewer pipe.
- Ensure that site restoration (driveway removal, yard restoration, street restoration, etc.) is completed properly.
- Revise the original plans to reflect the as-built elevations and structure locations.
- Complete all inspection logs and compile all inspection information for submittal to the City upon completion of the project.
- Verify payment requests from the Contractor.

The list of inspection items presented here provides an outline of the duties and the responsibilities of Garver prior to and during construction of these projects. The enclosed documents provide information concerning the inspection process but cannot detail all the contingencies that may arise during the construction of the projects. The engineer in charge of inspection must be able to deal with a variety of circumstances that may arise during the construction process.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
- 1.2.6 Pay all plan review and advertising costs in connection with the project.

- 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
- 1.2.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.

**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

| WORK DESCRIPTION | FEE AMOUNT | FEE TYPE |
|---|---------------------|---------------|
| Street Design Services | \$59,200.00 | LUMP SUM |
| Water System Design Services | \$25,900.00 | LUMP SUM |
| Sanitary Sewer System Design | \$33,200.00 | LUMP SUM |
| Storm Water Drain Design Services | \$83,200.00 | LUMP SUM |
| Pavement Construction Phase Services | | |
| Construction Staking | \$17,700.00 | RATE SCHEDULE |
| Project Administration and Observation | \$65,100.00 | RATE SCHEDULE |
| Water Construction Phase Services | | |
| Construction Staking | \$10,300.00 | RATE SCHEDULE |
| Project Administration and Observation | \$36,300.00 | RATE SCHEDULE |
| Sanitary Construction Phase Services | | |
| Construction Staking | \$13,300.00 | RATE SCHEDULE |
| Project Administration and Observation | \$46,500.00 | RATE SCHEDULE |
| Storm Water Construction Phase Services | | |
| Construction Staking | \$24,800.00 | RATE SCHEDULE |
| Project Administration and Observation | \$91,500.00 | RATE SCHEDULE |
| TOTAL FEE | \$507,000.00 | |

The lump sum amount to be paid under this Agreement is \$201,500. Any unused portion of the fee, due to delays beyond Garver's control, will be increased four percent (4%) annually with the first increase effective on or about July 1, 2022.

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, and reproduction. The total amount paid to Garver under this Agreement is estimated to be \$305,500. The actual total fee may exceed this estimate by supplemental agreement. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2023. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for outside reproduction.
2. \$15 per hour for GPS survey equipment use.

As directed by the Owner, some billable Services may have been performed by Garver prior to execution of this Agreement. Payment for these Services will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.

RATE SCHEDULE JULY 2022 – JUNE 2023

| | |
|--|-----------|
| Engineers / Architects | |
| E-1..... | \$ 118.00 |
| E-2..... | \$ 134.00 |
| E-3..... | \$ 178.00 |
| E-4..... | \$ 188.00 |
| E-5..... | \$ 219.00 |
| E-6..... | \$ 270.00 |
| E-7..... | \$ 330.00 |
| Planners / Environmental Specialist | |
| P-1..... | \$ 143.00 |
| P-2..... | \$ 180.00 |
| P-3..... | \$ 214.00 |
| P-4..... | \$ 250.00 |
| P-5..... | \$ 289.00 |
| P-6..... | \$ 330.00 |
| P-7..... | \$ 370.00 |
| Designers | |
| D-1..... | \$ 107.00 |
| D-2..... | \$ 126.00 |
| D-3..... | \$ 150.00 |
| D-4..... | \$ 174.00 |
| Technicians | |
| T-1..... | \$ 98.00 |
| T-2..... | \$ 127.00 |
| T-3..... | \$ 140.00 |
| Surveyors | |
| S-1..... | \$ 68.00 |
| S-2..... | \$ 78.00 |
| S-3..... | \$ 115.00 |
| S-4..... | \$ 129.00 |
| S-5..... | \$ 170.00 |
| S-6..... | \$ 193.00 |
| 2-Man Crew (Survey)..... | \$ 244.00 |
| 3-Man Crew (Survey)..... | \$ 294.00 |
| 2-Man Crew (GPS Survey)..... | \$ 269.00 |
| 3-Man Crew (GPS Survey)..... | \$ 315.00 |
| Construction Observation | |
| C-1..... | \$ 100.00 |
| C-2..... | \$ 133.00 |
| C-3..... | \$ 165.00 |
| C-4..... | \$ 199.00 |
| Management/Administration | |
| M-1..... | \$ 370.00 |
| X-1..... | \$ 67.00 |
| X-2..... | \$ 90.00 |
| X-3..... | \$ 130.00 |
| X-4..... | \$ 163.00 |
| X-5..... | \$ 195.00 |
| X-6..... | \$ 240.00 |
| X-7..... | \$ 290.00 |

**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

| | |
|---|-----------------|
| Worker's Compensation | Statutory Limit |
| Automobile Liability | |
| Combined Single Limit (Bodily Injury and Property Damage) | \$500,000 |
| General Liability | |
| Each Occurrence | \$1,000,000 |
| Aggregate | \$2,000,000 |
| Professional Liability | |
| Each Claim Made | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

**AGREEMENT
CONCERNING THE DEVELOPMENT
OF THE CEDAR PASS ADDITION,
BEL AIRE, SEDGWICK COUNTY, KANSAS**

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

WHEREAS, the DEVELOPER desires platting by the CITY of a tract of land more fully described below and herein referred to as THE CEDAR PASS ADDITION, Bel Aire, Sedgwick County, Kansas (hereinafter, CEDAR PASS); and

WHEREAS, the CITY is willing to plat said CEDAR PASS under certain applicable conditions stated herein;

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

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

Specifically, this agreement is to assure that necessary improvements are in place to support development of CEDAR PASS. The DEVELOPER'S compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The DEVELOPER shall strictly observe and comply with the terms of this Agreement, all regulations, resolutions, policies, and ordinances of the CITY and Sedgwick County, and all statutes and laws of the State of Kansas and of the United States.

The development of CEDAR PASS shall proceed in accordance with this Agreement and all other platting requirements. Any deviation, may result in suspension or termination of such building permit. It is understood by the parties that the final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted by the DEVELOPER and approved by the CITY in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs incurred by DEVELOPER to comply with the requirements of this agreement including permit fees, review fees, and building and zoning permit and review fees, shall be paid by the DEVELOPER.

CEDAR PASS LEGAL DESCRIPTION: The tract of land herein referred to as CEDAR PASS Addition, Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal

description, to-wit:

The South Half of the Southeast Quarter of Section 17, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

PERMITTED USE: All lots are zoned R-5 or C-1, remain controlled by a for-profit development, as a single controlling entity or owner for the approved development as presented, and construction upon such lots shall adhere to the following conditions:

A.

1. Single-family dwelling units as shown on the approved site plan.
2. Accessory structures to contain trash or mowing equipment as approved.
3. Commercial uses on Lots 33, 34 and 35, Block C shall be limited to the City Zoning Code for C-1 uses

B. **Height and Area Regulations for R-5 Developments.**

The maximum height of buildings and structures, the minimum dimensions of lots, setbacks for parking/paving and yards, and the minimum site area per dwelling unit permitted on any lot shall be as follows, except as otherwise provided in these Regulations relating to Height and Area Regulations, Exceptions, and requirements set forth within the Subdivision Code:

1. Maximum density per acre – 6 dwelling units
2. Maximum height:
Residences – two (2) stories, not exceeding thirty-five (35) feet from finished grade
3. Minimum dwelling unit – 1,200 square feet

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

All lots covered by this Agreement shall be subject to the CITY'S storm water regulations. The Contractor shall install and the DEVELOPER maintains the storm water protection devices established by the CITY and shown in the construction plans for master drainage / grading plan until such time the devices are no longer needed due to the adequate establishment of ground cover. All lots covered by this agreement shall be kept clean, shall not pond water, shall be mowed to a height not exceeding twelve (12) inches, and shall comply with all applicable laws and regulations pertaining to erosion control.

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

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

Vehicle access to the tract of land herein referred to as the CEDAR PASS shall be limited to Two (2) entry points along WEBB ROAD and Three (3) entry points along 53RD STREET NORTH as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in CEDAR PASS shall be limited to vehicles under 20 tons. DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorists and neighbors. Any damage made by construction equipment to CEDAR PASS ON WEBB ROAD and/or 53RD STREET NORTH shall be repaired by the DEVELOPER and/or contractor at no cost to the CITY. The repairs shall be made to the satisfaction of the CITY.

DETENTION PONDS. Any on-site detention ponds will be designed to control two, twenty-five year storm events and one, hundred year storm event. Additionally, the ponds will act as temporary sedimentation basins during construction but are limited to the amount of sediment allowed and DEVELOPER responsible for any dredging required.

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

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

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

DRAINAGE PLAN. The DEVELOPER must provide a maintenance plan within the HOA Covenant document that will provide adequate provisions to protect the master drainage plan. The Maintenance Plan will include but not limited to: how to initiate the maintenance

process for the drainage plan, how to inspect, what to inspect, when to inspect, how to correct drainage problems that are discovered, the appropriate records to be maintained and designating the party responsible for maintaining such records. The Developer must inform the HOA of the requirement to maintain such records in writing as part of the HOA Covenants.

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

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

FENCING & SCREENING: Fencing and screening methods and materials shall blend in with the architectural design of the buildings and to reasonably hide the materials, trash and recycling containers from ground view, and all fencing and screening methods and materials must be pre-approved in writing by the CITY. Black ornamental iron and other similar fencing material may be allowed if such materials blend in with the architectural design elements of the building and adjacent sites. Any plans for outside storage facilities shall comply with the applicable ordinances and zoning regulations of the CITY and be submitted in writing to the CITY for prior approval. No barbed wire is allowed. If any fencing or screening is installed by the DEVELOPER along WEBB ROAD or other areas during Development, all future maintenance and upkeep shall be performed by the Developer or HOA.

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

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

HOMEOWNERS' ASSOCIATION. DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, drainage paths, detention ponds and construction areas associated with CEDAR PASS. Any land dedicated to or owned by a municipal authority shall be exempt from any and all assessments including those assessed by Homeowners Association Covenants. Land within this plat owned by such a municipal organization exempt from taxation by the laws of the State of Kansas, shall not be subject to any non-taxing authority assessments throughout the duration of such ownership.

INFRASTRUCTURE PETITION AND INSTALLATION: The development of CEDAR PASS is being accomplished by virtue of a multiple-phase process. Representatives of the parties shall formally meet and review the existing and proposed phases of development as well as the requirements of this agreement, prior to the submission of petitions for infrastructure improvements for each phase of development.

Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. The CITY shall perform the engineering design, construction and inspection of water mains, sanitary sewer mains, storm water systems and paving necessary for the platting and development of the tract of land herein referred to as the CEDAR PASS Addition, Bel Aire, Sedgwick County, Kansas. With the exception of storm sewer systems, all other improvements shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. The DEVELOPER shall reimburse the CITY for the actual costs of the engineering design, construction, and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the CEDAR PASS unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

The DEVELOPER shall dedicate necessary public right-of-ways and easements and install, or cause to be installed, all improvements necessary for the platting and development of the tract of land herein referred to as the CEDAR PASS. Said improvements include, but are not limited to streets, curb, gutter, street signs, storm water system, sidewalks, water distribution system, sanitary sewer lines, corner pins, and utilities. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction. The DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire.

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

LANDSCAPING & SCREENING: The DEVELOPER shall submit and have approved by the CITY, a "Landscape Plan" that is representative of the landscaping to be provided as each phase of CEDAR PASS is developed. The "Landscaping Plan" shall show contours, utilities, size and spread at planting, any type of ground cover, shrubs, and coordinate with the Drainage Plan and Site Plan for the project.

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

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

MAINTENANCE: DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, irrigation systems including those along WEBB ROAD right-of-way and construction outside boundaries of CEDAR PASS.

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

ROADWAYS, PARKING, DRIVES, and ACCESS: The DEVELOPER shall cause to be installed, according to the design standards of the CITY, minimum twenty nine (29) foot back to back paved street with curb and gutter on all streets in CEDAR PASS. If asphalt paving is used, the section shall consist of a minimum of 7" of asphalt with either a 5" reinforced rock base or a 5" concrete stabilized subgrade. If concrete paving is used, the pavement section shall be a minimum of 6" with 5" reinforced rock base. The CITY will determine which material shall be used after reviewing cost, safety, feasibility, and feedback from the DEVELOPER.

All driveways shall be constructed in compliance with CITY ordinance. Access controls are as shown on the final plat of CEDAR PASS.

SANITARY SEWER: The DEVELOPER shall petition the CITY to perform the engineering design review, construction and inspection of collection lines, not less than (8) inches in diameter, to transport sewage and discharge into existing downstream sanitary sewer mains. Said sewer main shall be dedicated to and owned and maintained by the CITY. Said sewer main shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted by the DEVELOPER or acquired as part of the construction project and dedicated by separate instrument. Each living unit is required to have a separate sewer tap and sewer service line. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances.

CEDAR PASS is part of the benefit district for a lift station and shall pay special

assessments to cover the assigned share of the cost for said lift station based on a previously approved petition.

SIDEWALKS: Sidewalks shall be installed on one side of streets as delineated in the sidewalk plan submitted with the final plat. Sidewalks shall comply with the ADA Accessibility Guidelines (ADAAG). Sidewalks shall be handicap accessible and be required to extend or complete connecting links in the sidewalk system.

In general, sidewalks shall be constructed with the outside edge of the sidewalk as close as practical to the property line, subject to the discretion of the engineer designated by the CITY. The Sidewalk along shall be 5 feet wide (4" thick). Sidewalks shall be installed per the sidewalk plan approved by the CITY with curb ramps for road crossings. Sidewalks shall be installed when the streets are installed, unless an alternate approved plan is accepted by the city Engineer.

SIGNAGE. Signs, other than street or traffic / regulatory, of such location, type and size as shall be approved as part of the building permit process or by the Governing Body, giving due regard to the prevailing type, size and pattern of location utilized throughout the area. All signage shall comply with the applicable ordinances and zoning regulations of the City and be submitted in writing to the CITY for written approval.

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

WATER: The DEVELOPER shall petition the CITY to perform the engineering design, construction and inspection of transmission water lines minimum (8) inches in diameter, to the municipal water supply system of the City of Bel Aire, Kansas. Said water transmission lines shall be dedicated to and owned and maintained by the CITY. Lines shall be designed to loop. Said water transmission lines shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted to the CITY by the DEVELOPER or acquired as part of the construction project and dedicated by separate instrument. Each living unit is required to have a separate water tap and water line. All water taps and service lines up to the meter shall be installed at the time of the water line construction. All Water User Fees and Hookup Fees are subject to City Ordinances.

BONDING CAPACITY. Assurances are to be provided whenever the CITY has been furnished a financial guarantee (irrevocable letter of credit, corporate completion bond, cashier's check, escrow account or cash) on 35% of the estimated principal cost of the project (engineering design, construction, inspections, temp note interest and

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

MISCELLANEOUS:

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

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

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

The DEVELOPER agrees to assume responsibility to see that all original purchasers of lots in the Addition receive a copy of the Developer's Agreement and the Restrictive Covenants at the time of purchase.

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

Each DEVELOPER, individual, or entity who is presently an owner of a lot or lots in CEDAR PASS or any individual or entity who later becomes a DEVELOPER by acquiring ownership of a lot or lots in said projects, shall do so subject to the terms of this Development Agreement, and shall be liable for the payment of other costs and expenses payable by DEVELOPER hereunder which are incurred for improvements or facilities located on the

lots or which are used or are available for the benefit of the lot or lots owned by the DEVELOPER.

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

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

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

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

THIS AGREEMENT is hereby executed on this 1st day of April, 2022.

DEVELOPER
Quad Investments, LLC, a Kansas limited
liability company

Eugene Vitarelli, Eugene Vitarelli,
Cedar Pass Addition, Bel Aire, Sedgwick County, Kansas

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

MAYOR, JIM BENAGE

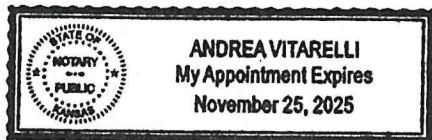
SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this 1st day of April, 2022, before me, a
Notary Public, came Eugene Vitarelli, who is known to me and who personally acknowledged execution of the
forging Agreement as the Developer of CEDAR PASS Addition, Bel Aire, Sedgwick County, Kansas.



Andrea Vitarelli
NOTARY PUBLIC

My Appointment Expires: _____

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

NOTARY PUBLIC

My Appointment Expires: _____

City of Bel Aire, Kansas



STAFF REPORT

DATE: May 11, 2022
TO: Ty Lasher, City Manager
FROM: Anne Stephens, Public Works Director
RE: Homestead Senior Landing Developer’s Agreement

Proposal Focus:

Our Mission

- Attractive growth and safe living – Encourage attractive neighborhoods and new developments.

Our Values

- Working Together – Departments working together as one team. Staff working with residents, HOA’s and neighborhoods. Citizens working with each other.

Current Situation:

The original Developer’s Agreement was approved by Council at their April 5th meeting. Since the approval, the Developer has requested a few minor changes. The changes are summarized below:

- Page 2, Permitted Use B.3. – A sentence is added to allow the Development to skip the conditional use permit process and obtain approval for special events in the community building directly from the City Manager.
- Page 4 -Second paragraph – This adds a sentence that will allow the Developer to continue to utilize undeveloped portions of the property as agricultural land.
- Page 9 – The largest change is the addition of the section “LOT SPLIT/PHASING”. This section provides notice that the development may occur in phases and each phase may have a separate owner. This section also states that in the event of separate ownership, each owner must be associated with the Developer, or a lot split will be required. The new section also states that each phase of the development must follow the setbacks provided within the Developer’s Agreement.

Goals:

- To work with the Developer to grow the City in an attractive, safe manner that is consistent with City standards.

Discussion:

City staff have reviewed the requested revisions and do not have any concerns. Staff did request that a paragraph be added to the top of the Developer’s Agreement indicating that a previous Agreement had been approved by the City Council but was never filed with the County. This version of the Developer’s Agreement shall supersede any previous version.

Financials:

There are no costs associated with this item.

Recommendation:

Staff recommends that the City Council accept the Developer's Agreement for Homestead Senior Landing.

This Agreement Concerning the Development of Homestead Senior Landing, Bel Aire, Sedgwick County, Kansas, hereby supersedes and replaces the previous Agreement approved by the City Council of Bel Aire, Kansas, on April 5th, 2022; and signed by Tom A. Bishop, on April 7, 2022.

**AGREEMENT
CONCERNING THE DEVELOPMENT
OF HOMESTEAD SENIOR LANDING,
BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between HOMESTEAD SENIOR RESIDENCES BEL AIRE, L.L.C., a Kansas Company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the DEVELOPER desires platting by the CITY of a tract of land more fully described below and herein referred to as HOMESTEAD SENIOR LANDING, Bel Aire, Sedgwick County, Kansas (hereinafter, HOMESTEAD SENIOR LANDING); and

All of Lot 1, Block A, Homestead Senior Landing, Bel Aire, Sedgwick County, Kansas.

WHEREAS, the CITY is willing to consider platting of said HOMESTEAD SENIOR LANDING;

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

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

SENIOR LANDING.

Specifically, this agreement is to assure that necessary improvements are in place to support development of HOMESTEAD SENIOR LANDING. Therefore, the DEVELOPER’S compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The DEVELOPER shall strictly observe and comply with the terms of this Agreement, all regulations, resolutions, policies, and ordinances of the CITY and Sedgwick County, and all statutes and laws of the State of Kansas and of the United States.

The development of HOMESTEAD SENIOR LANDING shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development, and may result in suspension or termination of such building permit. It is understood by the parties that the final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted by the DEVELOPER and approved by the CITY in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

HOMESTEAD SENIOR LANDING’S LEGAL DESCRIPTION: The tract of land herein referred to as HOMESTEAD SENIOR LANDING, Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

All of Lots 1 through 7, Block A, Savute Commercial Park Addition, Bel Aire, Sedgwick County, Kansas.

PERMITTED USE: This lot will be rezoned to R-6, and construction upon such lot shall be limited to single and multi-family units.

7.08 MULTI-FAMILY DISTRICT (R-6)

The zoning of property as R-6 Multi-Family District, is intended to provide for development of well-designed garden apartment complexes with emphasis on open space and access to light and air. The R-6 district allows development of up to twelve (12) dwelling units per net acre. Apartment projects in the R-6 district will all be low-rise

developments with commonly maintained landscaped open space.

A. **Use Regulations.** No building, structure, land or premises shall be used, and no building or structure shall hereafter be erected, constructed, reconstructed, moved or altered except for one (1) or more of the uses set forth herein, or similar uses subject to all applicable development and performance standards.

B. **Permitted uses.** The following uses shall be permitted by right in the “R-6” Multi-Family District, subject to all applicable development and performance standards:

- 1. Multi-family (attached) dwellings with not less than 700 square feet minimum of living space.
- 2. Community Building for Residents, by approved Conditional Use Permit.
- 3. Community Building Parking for Residence, by approved Conditional Use Permit.
- 4. Special events for the Community Building; by approval of the City Manager.

C. **Height and Area Regulations for R-6 Developments.** The maximum height of buildings and structures, the minimum dimensions of lots, setbacks for parking/paving and yards, and the minimum site area per dwelling unit permitted on any lot shall be as follows, except as otherwise provided in these Regulations relating to Height and Area Regulations, Exceptions, and requirements set forth within the Subdivision Code:

- 1. Minimum district size – one (1) net acre;
- 2. Minimum lot area per dwelling unit – three-thousand-six-hundred-thirty feet (3,630)
- 3. Maximum height:
 - a. Residences – one (1) story, not exceeding twenty-five (25) feet from finished grade.
 - b. Nonresidential structures and uses – seventy-five (75) feet, provided such structure is set back from all property lines a distance equal to
or
greater than its height.
- 4. Minimum front yard – thirty (30) feet from street right-a-way.

D. **Minimum side yards:**

- 1. Twenty (20) feet from property lines.
- 2. Seventy-five (75) feet from property lines adjoining land zoned C-2 through M-2 inclusive.
- 3. Corner lots – thirty (30) feet from street right-of-way

E. **Minimum rear yard:**

- 1. Thirty-five (35) feet from property line
- 2. Seventy-five (75) feet from property lines adjoining land zoned C-2 through M-3, inclusive.

F. **Minimum distance between building:** Twenty (20) feet

CONSTRUCTION PERIOD REQUIREMENTS. In addition to other requirements set forth within this agreement regarding property maintenance, the following requirements shall be met specifically during the period of time during which construction of HOMESTEAD SENIOR LANDING is being developed:

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

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

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

Vehicle access to the tract of land herein referred to as the HOMESTEAD SENIOR LANDING shall be limited to four entry points along Oliver, with no access to 53rd St N, as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in HOMESTEAD SENIOR LANDING shall be limited to vehicles under 20 tons. Construction traffic shall enter from Oliver. DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorist and neighbors. Any damage to Oliver between the South Entrance of the Plat and 53rd Street made by construction equipment shall be repaired by the DEVELOPER and/or contractor at no cost to the CITY. The repairs shall be made to the satisfaction of the CITY.

DETENTION PONDS. Any on-site detention ponds will be designed to control two, twenty-five year storm events and one, hundred year storm event. Additionally, the ponds will act as temporary sedimentation basins during construction but are limited to the amount of sediment allowed and DEVELOPER responsible for any dredging required and maintain such.

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

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

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

DRAINAGE PLAN. The DEVELOPER must provide a maintenance plan within the HOA

Covenant document that will provide adequate provisions to protect the master drainage plan. The Maintenance Plan will include but not limited to: how to initiate the maintenance process for the drainage plan, how to inspect, what to inspect, when to inspect, how to correct drainage problems that are discovered, the appropriate records to be maintained and designating the party responsible for maintaining such records. All maintenance records will be furnished to the City upon request.

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

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

FENCING & SCREENING: Fencing and screening methods and materials shall blend in with the architectural design of the buildings and to reasonably hide the materials, trash and recycling containers from ground view, and all fencing and screening methods and materials must be pre-approved in writing by the CITY. Vinyl coated chain link fencing materials and other similar fencing material may be allowed if such materials blend in with the architectural design elements of the building and adjacent sites. Any plans for outside storage facilities shall comply with the applicable ordinances and zoning regulations of the CITY and be submitted in writing to the CITY for prior approval. No barbed wire is allowed. If any fencing or screening is installed by the DEVELOPER along Oliver or other areas during Development, all future maintenance and upkeep shall be performed by the DEVELOPER or HOA.

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

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

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

INFRASTRUCTURE PETITION AND INSTALLATION: The development of

HOMESTEAD SENIOR LANDING is being accomplished by virtue of a multiple-phase process. Representatives of the parties shall formally meet and review the existing and proposed phases of development as well as the requirements of this agreement, prior to the submission of petitions for infrastructure improvements for each phase of development.

Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. The CITY shall perform the engineering design, construction and inspection of water mains and sanitary sewer mains, necessary for the platting and development of the tract of land herein referred to as the HOMESTEAD SENIOR LANDING, Bel Aire, Sedgwick County, Kansas. Said improvements shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. All utility easements shall be obtained and recorded prior to the solicitation of bids for the utility projects. The DEVELOPER shall reimburse the CITY for the actual costs of the engineering design, construction and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the HOMESTEAD SENIOR LANDING unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

The DEVELOPER shall dedicate any necessary public right-of-ways and easements. The DEVELOPER shall install, or cause to be installed, all improvements necessary for the platting and development of the tract of land herein referred to as the HOMESTEAD SENIOR LANDING. Said improvements to be installed include, but are not limited to streets, curb, gutter, street signs, storm water system, sidewalks, water distribution system, sanitary sewer lines, corner pins, driveways and utilities. All streets, curb, gutter, street signs, storm water system and sidewalks shall be privately owned and maintained. The water distribution mains and appurtenances, sanitary sewer mains and manholes shall be publicly owned and maintained. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction. The DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government.

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

LANDSCAPING & SCREENING: The DEVELOPER shall submit and have approved by the CITY, a “Landscape Plan” that is representative of the landscaping to be provided as each phase of HOMESTEAD SENIOR LANDING is developed. The “Landscaping Plan” shall show contours, utilities, size and spread at planting, any type of ground cover, shrubs, and coordinate with the Drainage Plan and Site Plan for the project.

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

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

MAINTENANCE: DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, Oliver and 53rd right-of-way and construction outside boundaries of HOMESTEAD SENIOR LANDING.

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

The development of HOMESTEAD SENIOR LANDING shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development. The final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted and approved in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

ROADWAYS, PARKING, DRIVES, and ACCESS: The DEVELOPER shall cause to be installed, according to the design standards of the CITY, paved drives with curb and gutter per the approved site plan in HOMESTEAD SENIOR LANDING. All roadways, parking, and curb and gutter shall be privately owned and maintained. The community parking plan must be submitted for approval.

All driveways shall be per CITY ordinance. Access controls are as shown on the final plat of HOMESTEAD SENIOR LANDING.

Vehicle access to the tract of land herein referred to as the HOMESTEAD SENIOR LANDING shall be limited to four entry points. Four along Oliver, with no access to 53rd St. N., as recommended by the Sedgwick County Fire Department for fire protection purposes for emergency vehicles. Traffic in HOMESTEAD SENIOR LANDING shall be limited to vehicles under 20 tons.

SANITARY SEWER: The DEVELOPER shall petition the CITY to perform the engineering design review, construction and inspection of collection lines, not less than (8) inches in diameter, to transport sewage and discharge to the proposed lift station in the northeast corner of the property. Said sewer main shall be dedicated to and owned and maintained by the CITY. Said sewer main shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted by the DEVELOPER by separate instrument, prior to the solicitation of bids for the utility projects. All Sanitary Sewer User Fees and Hookup Fees are subject to City Ordinances. Each building shall have a separate sewer tap and service line.

SIGNAGE. Signs, other than street or traffic / regulatory, of such location, type and size as shall be approved as part of the building permit process or by the Governing Body, giving due regard to the prevailing type, size and pattern of location utilized throughout the area. All signage shall comply with the applicable ordinances and zoning regulations of the City and be submitted in writing to the CITY for written approval.

Signs are to be maintained by the DEVELOPER indefinitely unless transferred to a home owner's association or equal resolution approved by the CITY. Failure of the DEVELOPER to maintain such areas and property shall be grounds for the CITY to enforce this provision as a nuisance abatement action, and charge all costs back to the DEVELOPER or HOA as set forth in K.S.A. 12-1617e.

WATER: The DEVELOPER shall petition the CITY to perform the engineering design, construction and inspection of transmission water lines minimum (8) inches in diameter, to the municipal water supply system of the City of Bel Aire, Kansas. Said water transmission lines shall be dedicated to and owned and maintained by the CITY. Lines shall be designed to loop. Said water transmission lines shall be installed within dedicated easements. If not shown on the final plat, necessary easements shall be granted to the CITY by the DEVELOPER and dedicated by separate instrument prior to the solicitation of bids for the utility projects. Each building is required to have a separate water tap and water line. All Water User Fees and Hook Up Fees are subject to City Ordinances.

LOT SPLIT/PHASING.

A. PHASING. DEVELOPER shall have the right to develop the Lot of HOMESTEAD SENIOR LANDING in separate phases without limitation as to the number of phases allowed.

B. OWNERSHIP. Each phase of the development of HOMESTEAD SENIOR LANDING may have separate ownerships; provided, each ownership entity must be associated with DEVELOPER. If an entity outside of the DEVELOPER’s ownership desires to develop a Parcel within HOMESTEAD SENIOR LANDING a lot split or re-plat may be required by the City of Bel Aire.

C. SETBACKS. Each phase of the development of HOMESTEAD SENIOR LANDING shall not constitute a new Lot establishing new setbacks, but would maintain the minimum distance set forth in Paragraph 7.08.F. set forth herein.

BONDING CAPACITY. Assurances are to be provided whenever the CITY has been furnished a financial guarantee (irrevocable letter of credit, corporate completion bond, cashier’s check, escrow account or cash) on 35% of the estimated principal cost of the project (engineering design, construction, inspections, temp note interest and administration). The Letter of Credit (LOC) or bond will be in the form approved by the CITY and name the City of Bel Aire as beneficiary. The assurances will serve to protect the general taxpayers of Bel Aire from subsidizing the special assessment debt. The assurance shall be filed prior to any debt being issued by the CITY for any of the expenses mentioned above and be in the equal to 35% of these same costs. It is understood that this letter of credit shall be automatically renewed for additional 1-year periods unless the DEVELOPER has notified the CITY. Provided there are no delinquent taxes or special assessments owed by the DEVELOPER, the financial guarantee will be released upon request of the DEVELOPER when development (issuance of satisfactory framing by the City of Bel Aire) of 35 percent of the properties covered by the LOC, the CITY will, by written instruction, authorize the release of this letter of credit, provided, however, that before this letter of credit is released the CITY shall be entitled to a partial drawing against the credit in the amount of any delinquent special assessments.

MISCELLANEOUS:

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

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

RESPECTIVE RESPONSIBILITIES OF CITY AND DEVELOPER: Notwithstanding anything to the contrary contained herein, the CITY shall be responsible for the construction of sewer and water facilities for HOMESTEAD SENIOR LANDING or other projects or additions, the costs for which shall be spread as special assessments against the addition on a fractional/square footage basis, but not for three (3) years, or until the year 2024.

The DEVELOPER agrees to assume responsibility to see that all original purchasers of lots in the Addition receive a copy of the Developer's Agreement and the Restrictive Covenant at the time of purchase.

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

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

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

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

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

THIS AGREEMENT is hereby executed on this _____ day of _____,
2022.

HOMESTEAD SENIOR RESIDENCES
BEL AIRE, L.L.C., DEVELOPER OF
HOMESTEAD SENIOR LANDING,
Bel Aire, Sedgwick County, Kansas

BY: _____
Tom A. Bishop, Member

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

MAYOR, JIM BENAGE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

STATE OF KANSAS)
LEAVENWORTH COUNTY) SS:

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____, 2022, before me, a Notary Public, came Tom A. Bishop, Member of HOMESTEAD SENIOR RESIDENCES BEL AIRE, L.L.C., a Kansas limited liability company, who is known to me and who personally acknowledged execution of the forging Agreement as the Developer of HOMESTEAD SENIOR LANDING, Bel Aire, Sedgwick County, Kansas.

—
NOTARY PUBLIC

My Appointment Expires: _____

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

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

—
NOTARY PUBLIC

My Appointment Expires: _____

**AGREEMENT
CONCERNING THE DEVELOPMENT
OF HOMESTEAD SENIOR LANDING,
BEL AIRE, SEDGWICK COUNTY, KANSAS**

This agreement is made and entered into by and between HOMESTEAD SENIOR RESIDENCES BEL AIRE, L.L.C., a Kansas Company, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the DEVELOPER desires platting by the CITY of a tract of land more fully described below and herein referred to as HOMESTEAD SENIOR LANDING, Bel Aire, Sedgwick County, Kansas (hereinafter, HOMESTEAD SENIOR LANDING); and

All of Lot 1, Block A, Homestead Senior Landing, Bel Aire, Sedgwick County, Kansas.

WHEREAS, the CITY is willing to consider platting of said HOMESTEAD SENIOR LANDING;

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

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

Specifically, this agreement is to assure that necessary improvements are in place to support development of HOMESTEAD SENIOR LANDING. Therefore, the DEVELOPER'S compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property. The DEVELOPER shall strictly observe and comply with the terms of this Agreement, all regulations, resolutions, policies, and ordinances of the CITY and Sedgwick County, and all statutes and laws of the State of Kansas and of the United States.

The development of HOMESTEAD SENIOR LANDING shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development, and may result in suspension or termination of such building permit. It is understood by the parties that the final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted by the DEVELOPER and approved by the CITY in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

HOMESTEAD SENIOR LANDING'S LEGAL DESCRIPTION: The tract of land herein referred to as HOMESTEAD SENIOR LANDING, Bel Aire, Sedgwick County, Kansas, has the following pre-platting legal description, to-wit:

All of Lots 1 through 7, Block A, Savute Commercial Park Addition, Bel Aire, Sedgwick County, Kansas.

PERMITTED USE: This lot will be rezoned to R-6, and construction upon such lot shall be limited to single and multi-family units.

7.08 MULTI-FAMILY DISTRICT (R-6)

The zoning of property as R-6 Multi-Family District, is intended to provide for development of well-designed garden apartment complexes with emphasis on open space and access to light and air. The R-6 district allows development of up to twelve (12) dwelling units per net acre. Apartment projects in the R-6 district will all be low-rise developments with commonly maintained landscaped open space.

A. Use Regulations. No building, structure, land or premises shall be used, and no building or structure shall hereafter be erected, constructed, reconstructed, moved or altered except for one (1) or more of the uses set forth herein, or similar uses subject to all applicable development and performance standards.

B. Permitted uses. The following uses shall be permitted by right in the "R-6" Multi-Family District, subject to all applicable development and performance standards:

1. Multi-family (attached) dwellings with not less than 700 square feet minimum of living space.
2. Community Building for Residents, by approved Conditional Use Permit.

3. Community Building Parking for Residence, by approved Conditional Use Permit.

C. Height and Area Regulations for R-6 Developments. The maximum height of buildings and structures, the minimum dimensions of lots, setbacks for parking/paving and yards, and the minimum site area per dwelling unit permitted on any lot shall be as follows, except as otherwise provided in these Regulations relating to Height and Area Regulations, Exceptions, and requirements set forth within the Subdivision Code:

1. Minimum district size – one (1) net acre;
2. Minimum lot area per dwelling unit – three-thousand-six-hundred-thirty square feet (3,630 sq ft).
3. Maximum height:
 - a. Residences – one (1) story, not exceeding twenty-five (25) feet from finished grade.
 - b. Nonresidential structures and uses – seventy-five (75) feet, provided such structure is set back from all property lines a distance equal to
 or
 greater than its height.
4. Minimum front yard – thirty (30) feet from street right-of-way.

D. Minimum side yards:

1. Twenty (20) feet from property lines.
2. Seventy-five (75) feet from property lines adjoining land zoned C-2 through M-1 inclusive.
3. Corner lots – thirty (30) feet from street right-of-way

E. Minimum rear yard:

1. Thirty-five (35) feet from property line
2. Seventy-five (75) feet from property lines adjoining land zoned C-2 through M-1, inclusive.

F. Minimum distance between building: Twenty (20) feet

CONSTRUCTION PERIOD REQUIREMENTS. In addition to other requirements set forth within this agreement regarding property maintenance, the following requirements shall be met specifically during the period of time during which construction of HOMESTEAD SENIOR LANDING is being developed:

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

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

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

Vehicle access to the tract of land herein referred to as the HOMESTEAD SENIOR LANDING shall be limited to four entry points along Oliver, with no access to 53rd St N, as recommended by the Sedgwick County Fire Department for fire protection purposes and emergency vehicles. Traffic in HOMESTEAD SENIOR LANDING shall be limited to vehicles under 20 tons. Construction traffic shall enter from Oliver. DEVELOPER shall be responsible for installation and removal of any temporary roads during construction. Such temporary roads shall be approved by the CITY. All roadways must be kept free of construction debris and mud. Dust created during construction must be controlled avoiding a nuisance for motorists and neighbors. Any damage to Oliver between the South Entrance of the Plat and 53rd Street made by construction equipment shall be repaired by the DEVELOPER and/or contractor at no cost to the CITY. The repairs shall be made to the satisfaction of the CITY.

DETENTION PONDS. Any on-site detention ponds will be designed to control two, twenty-five year storm events and one, hundred year storm event. Additionally, the ponds will act as temporary sedimentation basins during construction but are limited to the amount of sediment allowed and DEVELOPER responsible for any dredging required and maintain such.

Any on-site detention ponds and associated inflow and outflow systems to the property as well as the reserves, and ditches are to be maintained by the DEVELOPER indefinitely unless transferred to a home owner's association or equal resolution approved by the CITY, excluding paving and utilities within dedicated rights of ways as indicated on plat

documents. Failure of the DEVELOPER to maintain such areas and property as described shall be grounds for the CITY to enforce this provisions as a nuisance abatement action, and charge all costs back to the DEVELOPER as set forth in K.S.A. 12-1617e.

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

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

DRAINAGE PLAN. The DEVELOPER must provide a maintenance plan within the HOA Covenant document that will provide adequate provisions to protect the master drainage plan. The Maintenance Drainage Plan will include but not limited to: how to initiate the maintenance process for the drainage plan, how to inspect, what to inspect, when to inspect, how to correct drainage problems that are discovered, the appropriate records to be maintained and designating the party responsible for maintaining such records. All maintenance records will be furnished to the City upon request.

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

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

FENCING & SCREENING: Fencing and screening methods and materials shall blend in with the architectural design of the buildings and to reasonably hide the materials, trash and recycling containers from ground view, and all fencing and screening methods and materials must be pre-approved in writing by the CITY. Vinyl coated chain link fencing materials and other similar fencing material may be allowed if such materials blend in with the architectural design elements of the building and adjacent sites. Any plans for outside storage facilities shall comply with the applicable ordinances and zoning regulations of the CITY and be submitted in writing to the CITY for prior approval. No barbed wire is allowed. If any fencing or screening is installed by the DEVELOPER along Oliver or other

areas during Development, all future maintenance and upkeep shall be performed by the DEVELOPER or HOA.

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

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

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

INFRASTRUCTURE PETITION AND INSTALLATION: The development of HOMESTEAD SENIOR LANDING is being accomplished by virtue of a multiple-phase process. Representatives of the parties shall formally meet and review the existing and proposed phases of development as well as the requirements of this agreement, prior to the submission of petitions for infrastructure improvements for each phase of development.

Installation of all improvements shall be in compliance with requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All electric power, street lights and telephone service shall be installed underground. The CITY shall perform the engineering design, construction and inspection of water mains and sanitary sewer mains, necessary for the platting and development of the tract of land herein referred to as the HOMESTEAD SENIOR LANDING , Bel Aire, Sedgwick County, Kansas. Said improvements shall be dedicated to and owned and maintained by the CITY. Said improvements shall be installed on CITY owned property or within public right of ways or easements. All utility easements shall be obtained and recorded prior to the solicitation of bids for the utility projects. The DEVELOPER shall reimburse the CITY for the actual costs of the engineering design, construction and inspection of all improvements necessary for the platting and development of the tract of land herein referred to as the HOMESTEAD SENIOR LANDING unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas.

The DEVELOPER shall dedicate any necessary public right-of-ways and easements. The DEVELOPER shall install, or cause to be installed, all improvements necessary for the platting and development of the tract of land herein referred to as the HOMESTEAD SENIOR LANDING. Said improvements to be installed include, but are not limited to

streets, curb, gutter, street signs, storm water system, sidewalks, water distribution system, sanitary sewer lines, corner pins, driveways and utilities. All streets, curb, gutter, street signs, storm water system and sidewalks shall be privately owned and maintained. The water distribution mains and appurtenances, sanitary sewer mains and manholes shall be publicly owned and maintained. The DEVELOPER shall indemnify and hold harmless the CITY from any liability from damages that may occur during construction. The DEVELOPER shall pay one hundred percent (100%) of the cost of the improvements unless otherwise petitioned and approved by the Governing Body of the City of Bel Aire, Kansas and/or another unit of government.

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

LANDSCAPING & SCREENING: The DEVELOPER shall submit and have approved by the CITY, a "Landscape Plan" that is representative of the landscaping to be provided as each phase of HOMESTEAD SENIOR LANDING is developed. The "Landscaping Plan" shall show contours, utilities, size and spread at planting, any type of ground cover, shrubs, and coordinate with the Drainage Plan and Site Plan for the project.

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

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

MAINTENANCE: DEVELOPER and/or Homeowners Association will be required to provide continuous maintenance for all identified reserves, common areas, ponds, Oliver and 53rd right-of-way and construction outside boundaries of HOMESTEAD SENIOR LANDING .

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

The development of HOMESTEAD SENIOR LANDING shall proceed in accordance with this Agreement and subsequent platting. Any deviation, as determined by the CITY, shall constitute a violation of the building permit authorizing construction of the proposed development. The final site dimensions, grading plan, drainage, landscape plan, street plan, parking plan and utility plans will be submitted and approved in phases based on the conceptual plans. Any deviations from the conceptual drawing shall be submitted for review and approval by the CITY. Any and all costs permit fees, review fees, and building and zoning permit and review fees incurred or required by city staff and review and/or through building and zoning review shall be paid by the DEVELOPER.

ROADWAYS, PARKING, DRIVES, and ACCESS: The DEVELOPER shall cause to be installed, according to the design standards of the CITY, paved drives with curb and gutter per the approved site plan in HOMESTEAD SENIOR LANDING . All roadways, parking, and curb and gutter shall be privately owned and maintained. The community parking plan must be submitted for approval.

All driveways shall be per CITY ordinance. Access controls are as shown on the final plat of HOMESTEAD SENIOR RESIDENCE.

Vehicle access to the tract of land herein referred to as the HOMESTEAD SENIOR LANDING shall be limited to four entry points. Four along Oliver, with no access to 53rd St. N., as recommended by the Sedgwick County Fire Department for fire protection purposes for emergency vehicles. Traffic in HOMESTEAD SENIOR LANDING shall be limited to vehicles under 20 tons.

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SIGNAGE. Signs, other than street or traffic / regulatory, of such location, type and size as shall be approved as part of the building permit process or by the Governing Body, giving due regard to the prevailing type, size and pattern of location utilized throughout the area. All signage shall comply with the applicable ordinances and zoning regulations of the City and be submitted in writing to the CITY for written approval.

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MISCELLANEOUS:

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

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The DEVELOPER agrees to assume responsibility to see that all original purchasers of lots in the Addition receive a copy of the Developer's Agreement and the Restrictive Covenant at the time of purchase.

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

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

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

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

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

THIS AGREEMENT is hereby executed on this 2nd day of April, 2022.

HOMESTEAD SENIOR RESIDENCES BEL AIRE, L.L.C.,
DEVELOPER OF HOMESTEAD SENIOR LANDING,
Bel Aire, Sedgwick County, Kansas

BY: Tom A. Bishop

Tom A. Bishop, Member

THIS AGREEMENT was approved by vote of the City Council of the City of Bel Aire, Kansas on the 5th day of April, 2022 and is hereby executed on this 5th day of April, 2022.

SEAL



ATTEST:

Melissa Krehbiel
CITY CLERK, MELISSA KREHBIEL

Justin Smith
COUNCIL PRESIDENT, JUSTIN SMITH

ACKNOWLEDGEMENTS

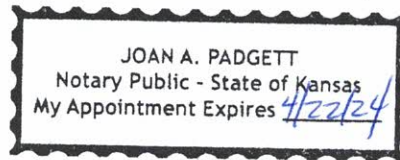
STATE OF KANSAS

COUNTY OF ~~SEDGWICK~~ Leavenworth

BE IT KNOWN BY ALL PERSONS that on this 7th day of April, 2022, before me, a Notary Public, came Tom A. Bishop, Member of HOMESTEAD SENIOR RESIDENCES BEL AIRE, L.L.C., a Kansas limited liability company, who is known to me and who personally acknowledged execution of the foregoing Agreement as the Developer of HOMESTEAD SENIOR LANDING, Bel Aire, Sedgwick County, Kansas.

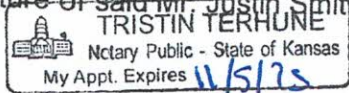
Joan A. Padgett
NOTARY PUBLIC

My Appointment Expires: 4/22/24



STATE OF KANSAS
COUNTY OF SEDGWICK

BE IT KNOWN BY ALL PERSONS that on this 5 day of April, 2022, before me, a Notary Public, came Mr. Justin Smith, who is known to me to be the Council President of Bel Aire, Kansas and who personally acknowledged execution of the foregoing Agreement Concerning the Development of the HOMESTEAD SENIOR LANDING, Bel Aire, Sedgwick County, Kansas, and Melissa Krehbiel, who is known to me to be the City Clerk of Bel Aire, Kansas and who personally acknowledged attesting the signature of said Mr. Justin Smith.



Tristin Terhune
NOTARY PUBLIC

My Appointment Expires: Nov. 5, 2025

STAFF REPORT

DATE: May 10, 2022

TO: Ty Lasher, City Manager
Bel Aire City Council

FROM: Brian Hayes, Recreation Director

RE: **April Activities**

Recreation

- Indoor Soccer completed its season on April 16th. There were 119 players on 12 teams compared to 60 last year.
- Blastball began on April 18th with 20 four year olds compared to 21 last year.
- 6 Bel Aire Rec Heights League teams continued practicing in April. There are 76 players this year compared to 57 last year. The Sunrise Christian Academy baseball & softball teams have completed their seasons.
- 30 participants were registered in Tippi Toes Dance and Happy Feet Soccer compared to 36 last year.
- The licensing survey for summer day camp finally took place on April 28th. Newly created procedures, policies, schedules, staffing, and other required components were reviewed. Two lead staff have been hired and interviews are being conducted for another position. We got word from KDHE last week that our license has been approved and will be issued in May. Registration is now underway.
- Pickleball was up with 277 compared to 234 last month.
- Taekwondo was steady with 21 students compared to the same last month.
- Exercise classes were steady with 17 compared to 16 last month.
- April daily use was up with 590 compared to 579 last month. 80 paid day fees, 245 were pass holders, and 265 participated in various senior activities.
- The Spring Festival was held in April after a 2 year absence. An estimated 2000 from the community enjoyed an afternoon of egg hunts, games, inflatables and food.
- Outdoor field maintenance and routine mowing is underway. Ballfields have been fertilized and treated for weeds. Weeds are abnormally bad this year and will require additional herbicide applications through the fall.
- Current & upcoming programs include & T Ball, Machine Pitch, swimming activities and Summer Day Camp.

Seniors

- 722 seniors participated in line & folk dance, sewing, walking, bridge, exercise, arts & crafts, book club, a dinner, several educational presentations & special events compared to 726 last month.
- Only 9 Senior Club members of a capacity crowd of 28 total seniors attended the scheduled monthly Senior club dinner on April 25th. Word has got back to staff that some club members continue to be upset with the new policy therefore they are deciding not to attend.
- Staff continues to engage Bel Aire Seniors with weekly and monthly emails and newsletters. Every week virtual tours of interesting venues, fun activities, upcoming programs and useful information are presented.
- Upcoming programs include the regular ongoing programs and several new educational & special events including a day trip to Botanica and a dinner and presentation on flower gardening at the Rec Center.

Swimming Pool

- The pool was uncovered, cleaned and filled in late April. Repair work will be performed by Rec staff and should be minimal this year and ready for the 5/28 opening.
- The majority of the seasonal staff are returning from last summer but additional staff will be hired to fill the gaps.



Blastball



Indoor Soccer



Decoupage Basket Craft



Decluttering & Organization Talk



Spring Festival



Spring Festival



Spring Festival



Spring Festival

STAFF REPORT

DATE: 5/11/22

TO: City Council and City Manager

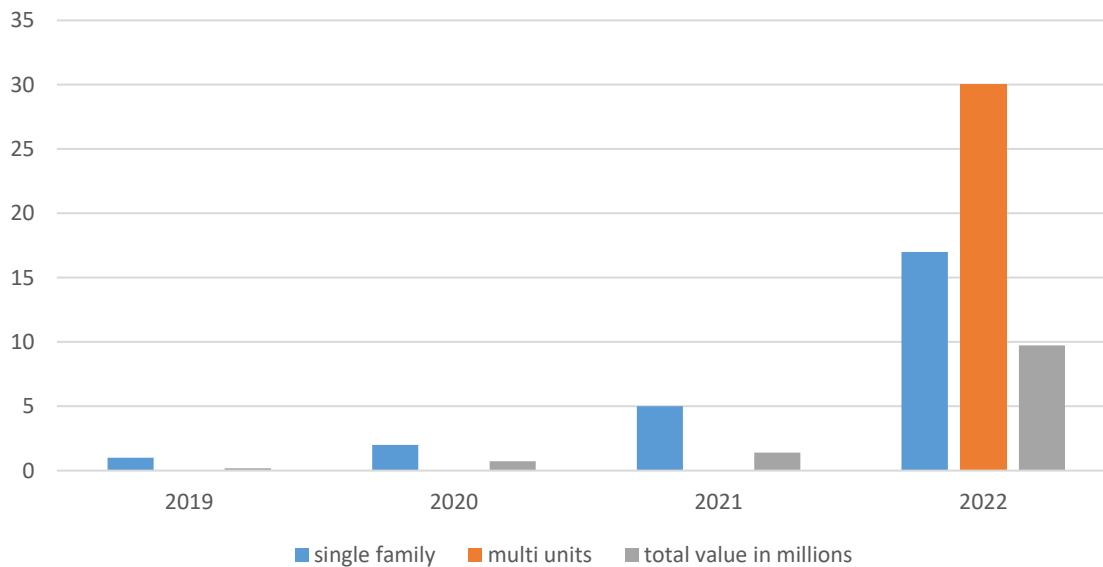
FROM: P&Z Department

RE: April Monthly report



Residential Construction update

April Housing Permits



Bel Aire new construction history is being made as one of the most active months ever for Bel Aire for all types of construction. 1997 Bel Aire issued 19 single family house permits as the total, the most in a single month. 1997 was the most single family permits ever issued for Bel Aire with 116. For the month of April 2022, Bel Aire has 16 new single family starts and 30 duplex units. Year to date Bel Aire has 134 duplex units and 23 single family unit starts.

Commercial Construction Update

The Catholic Care center will be remodeling 3 separate areas in the building that will include a small addition with parking. The value of the project is around \$8.5 million. The project is ready to issue permits.

The homestead senior landing apartments is almost ready for permits to be issued. So minor details related to the developer's agreement, phasing, drainage, and utilities are near complete.

Code correction

It is spring going into summer again. That means if you have a lawn irrigation system it is time to have the backflow device tested or have the system removed completely from the city's domestic water supply.



Violation

Stairs have to be uniform in spacing with maximum rise.





MANAGERS REPORT

DATE: May 12, 2022
TO: Mayor Benage and City Council
FROM: Ty Lasher, City Manager
RE: May 17, 2022 Agenda

Proclamations (Item V):

National Public Works Week (NPWW) - Is a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works. Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. The goal is to use this week to energize and educate the public on the important contribution of public works to our daily lives: planning, building, managing and operating the heart of our local communities and building the quality of life.

National Kids to Parks Day - 2022 marks the 12th anniversary of Kids to Parks Day, an annual day of outdoor exploration at local, state, and national parks and public lands across the country. Organized by National Park Trust, the mission of Kids to Parks Day is to foster future outdoor enthusiasts and help with developing the next generation of park stewards by engaging kids in memorable outdoor experiences. While discovering and exploring our parks, kids learn about park stewardship, outdoor recreation, STEM, and the history of our country and its amazing national treasures. Always hosted on the third Saturday of May, Kids to Parks Day encourages kids and families to get outside and create their own adventure at thousands of local parks.

Memorial Day - "Decoration Day" was changed to "Memorial Day" after World War II and declared the official name by Federal law in 1967. Memorial Day is an American holiday, observed on the last Monday of May, honoring the men and women who died while serving in the U.S. military.

Consent Agenda (Item VII)

Contains the minutes of the May 3rd City Council meeting as well as the May 10th Special City Council Meeting.

The consent agenda also contains several Petitions and related Resolutions for Improvements for three residential housing developments: Cedar Pass, Chapel Landing 5th, and Skyview at Block 29 2nd Addition. If approved, the Resolutions will authorize financing for the projects. The cost of these improvements will ultimately be bonded and spread as special assessments against the benefitting lots.

Appropriations Ordinance (Item VIII)

This reporting period includes debt payments to the Kansas State Treasurer totaling \$474,45 and Security Bank of Kansas totaling \$1,028,132. Bonded project expenses totaled \$510,104.

City Requested Appearances (IX)

MKEC- Mayor Benage asked MKEC to attend the meeting to discuss quantity changes that resulted in the last change order. MKEC will share their research on bid quantities verses actual amounts and answer any questions.

Catholic Care Center – City Council approved a resolution beginning the IRB issuance process at the May 3rd meeting. Included in that resolution were fees that are charged to any company obtaining an IRB. The Catholic Care Center would like those fees reduced or waived and have requested the opportunity to address Council on this topic.

Public Hearing (XI):

As part of the IRB process, a public hearing is required. Public notice for the hearing was published on the City's website, as required by Federal tax regulations. This hearing gives interested parties the ability to address council on the IRB issuance.

IRB Amending Resolution and Ordinance for Catholic Care Center (Items A & B):

The Catholic Care Center is making some improvements to their facilities as well as refinancing a portion of previous debt. Since Catholic Care operates as a non-profit, they do not pay property taxes or sales taxes. However, utilizing an IRB does have additional benefits such as federal income tax-exempt interest rates, which are available to 501c(3)

organizations, as long as there is local government issuer of municipal bonds. As with All IRB’s, the city is not liable for the debt nor does it appear on the city’s financial statements. Council approved a Resolution of Advisability for issuing the IRB at the May 3rd meeting which included an origination fee and annual administration fee. The Catholic Care Center (CCC) Board feels the fee is excessive and is asking the fee be reduced or eliminated.

I wanted to explain how the fee was calculated. CCC could use the Kansas Development Finance Authority (KDFA) to issue the bonds so I reviewed their fees (copy included in your packet). Based on the IRB amount and formula for KDFA, below is what they would charge and what I included in the resolution. As noted at the meeting, the sum of these fees equals \$125,000 or .5% of the IRB and in line with current practices.

Application Fee: Waived

| | | |
|--------------|----------------------------------|---------------------|
| Issuers Fee: | .35% for \$10 million = \$35,000 | Resolution \$35,000 |
| | .20% for \$15 million = \$30,000 | Resolution \$30,000 |

| | |
|--|------------------------|
| Annual Fee: | |
| .04% on \$25 million = \$10,000 | Not in Resolution |
| .04% on \$22.5 million = \$9,000 + \$5,000 flat fee = \$14,000 | Resolution is \$13,000 |
| .04% on \$20 million = \$8,000 + \$5,000 flat fee = \$13,000 | Resolution is \$13,000 |
| .04% on 17.5 million = \$7,000 + \$5,000 flat fee = \$12,000 | Resolution is \$12,000 |
| .04% on 15 million = \$6,000 | Resolution is \$6,000 |
| .04% on \$12.5 million = \$5,000 | Resolution is \$5,000 |
| .04% on \$10 million = \$4,000 | Resolution is \$4,000 |
| .04% on \$7.5 million = \$3,000 | Resolution is \$3,000 |
| .04% on 5 million = \$2,000 | Resolution is \$2,000 |
| .04% on \$2.5 million = \$1,000 | Resolution is \$1,000 |
| Bel Aire annual fee is \$1,000 | Resolution is \$1,000 |

IRB’s can be issued by a municipality, state or county. The jurisdiction where the business resides can issue the IRB or the business can go to another entity but must be approved to do so by the municipality where the business is located. In other words, Bel Aire can issue the IRB for CCC or if CCC wants to go to another issuer, Bel Aire must approve that happening. Included in your packet is a list of all the IRBs issued by Bel Aire, the amount of the IRB, as well as origination fee. You can see that 10 have a 1% fee with one being .5% and three having none. Here are the reasons for the three with no fee: Concierge SRC (Tierra Verde) was done with many other incentives to get some kind of commercial going and waived by the City Council at that time. Buzzi was waived as they paid for half the rail siding in the Sunflower Commerce Park with the other half

coming from a grant. Epic Sports was waived as we were directly competing with Andover for the large company with 200 employees. Can't remember why Empire was .5%. I can also tell you that SCKEDD and Homestead Affordable Housing are both not-for-profits. As you can see, all business received property tax abatements that vary based on job creation and investment.

The concern I have in adjusting the fee below .5% or waving the fee is that it becomes much more difficult for me to explain why CCC is getting the lower fee. Every business asks to have the fee lowered or waived. In my view, lowering the fee for one will be lowering the fee for all. I understand the thought that a not-for-profit should be waived. However, SCKEDD is a non-profit and was assessed a 1% origination fee as well as later on the agenda Homestead Senior Housing is being consider for an IRB with a 1% origination fee. I assure you I am not trying to penalize not-for-profits but merely trying to maintain a structure that is fair to any business.

On the agenda is an amending resolution for your consideration that has the fee portion blank. You can simply deny the amending resolution which means the original resolution with fee structure approved at the May 3rd meeting stands. You can approve the amending resolution and insert the fee you determine or no fee. Lastly, you can table the amending resolution, but I believe CCC is wanting to finalize the IRB soon and may not have the time to wait two weeks.

If the Amending Resolution is approved, the Council may then consider the Ordinance and related documents, which give details of the bond sale.

IRB Ordinance for Homestead Senior Residences (Item C)

At the February 15th meeting, Council approved a Letter of Intent to issue an Industrial Revenue Bond (IRB) for the Homestead Senior Residences to construct senior living apartments. Then at the April 5th meeting, Council held a public hearing where taxpayers and interested parties were given the opportunity to speak on the matter. At the same meeting the Council approved a Resolution to start the process of issuing the bonds. The Ordinance to issue the bonds now comes before Council for approval.

If Council determines non-profits should pay a different origination fee than the 1% included in the documents or be waived all together, this item will need amended to include that new fee.

Bid for Fire Hydrant Replacement (Item D)

Every year Sedgwick County Fire Department tests and inspects all fire hydrants in Bel Aire and provides a report of hydrants that are in need of repair or replacement. Public Works staff have made repairs to all the hydrants that were identified in the 2021 report. Six hydrants were identified as leaking or difficult to operate and are in need of replacement. Staff is recommending that one fire hydrant be removed completely and a valve installed in its place. This hydrant is no longer needed because there was a new hydrant installed across the street. Staff recommend that one hydrant be removed permanently, 5 hydrants be removed and replaced, and 4 gate valves be installed to allow for better water system isolation. Funding is available in the water system repair budget for this project. Staff recommends Council accept the low bid from Utility Maintenance Contractors in the amount of \$39,175.

Bid for 2022 Sewer Cleaning (Item E)

Each year staff identifies neighborhoods that are in need of sewer cleaning. Sewer cleaning is necessary to prevent stoppages in sewer lines. Stoppages in gravity sewers are caused either by structural defects or by an accumulation of material in the pipe. This year Central Park, Elk Creek, Park Vista, Lawn Terrace, Eagle Lake and Westlake neighborhoods need to be cleaned to maintain the EPA recommended schedule of cleaning every 3-5 years. Eagle Lake has 6,400 ft of pipe and Westlake has 14,740 ft. of pipe that was last cleaned in 2017 and this is in need of both cleaning and televising. Televising is done by running a small camera through the pipe to identify conditions that can create stoppages, such as intruding tree roots, protruding taps, or accumulated solids. In the past, televising has been contracted out to companies who have the specialized equipment for the job. Also, Public Works expects to be very busy this year with street maintenance and other projects that will not allow enough time to clean the identified neighborhoods. Therefore, staff recommends the outsourcing of this project. Funds are available in the wastewater system maintenance and repair line of the sewer budget. Two local vendors were contacted for proposals to clean and televise Eagle Lake and Westlake. Staff is recommending Council accepting the low bid from Utility Maintenance Contractors (UMC) in the amount of \$50,313.20.

Memo of Understanding with Terry Beall (Item F)

Terry Beall has been the Bel Aire Municipal Judge since 2016. Terry is a respected attorney and serves as Municipal Judge for a number of smaller cities around the Wichita Metro. Judge Beall does a great job, is respected

by many and appreciated by Bel Aire staff. There are a select few attorneys who take on the role of Municipal Judge and important to retain when a good one is found. A Memorandum of Understanding is used to state responsibilities, expectations and compensation instead of a contract. The reason being is that court must keep at an arm's length from the political process and therefore a contract can be viewed as an agreement between parties with the potential of influence being made by the Governing Body. The only change that is being proposed is compensation increasing to \$575.00 per court session (2 per month) which is up from \$475.00 per session in 2016. This will be the first raise for Judge Beall since 2016 amounting to a 21% increase overall or 2.8% annually since 2016. Staff appreciates Terry and is supporting this increase.

Cedar Pass Engineering Contracts (Item G)

Earlier in the meeting, Council will consider Petitions and Resolutions for Cedar Pass Addition, formerly known as Rock Spring 5th Addition. The Developer has asked Garver to prepare this agreement for Engineering Design and Construction services. The costs associated with the project will be financed through a bond and spread as special assessments against the benefiting lots. Staff recommends that Council accept the Agreement for Professional Services from Garver in the amount of \$507,000.

Cedar Pass Development Agreement (Item H)

City Code requires that the Developer file this Development Agreement with the final plat. The final plat was approved by Council on April 19th. The Development Agreement outlines the Developer's responsibilities before and after construction. The agreement now comes before Council for approval.

Revised Development Agreement, Homestead Senior Landing (Item I)

The original Development Agreement was approved by Council at their April 5th meeting. Since then, the Developer has requested a few minor changes, including allowing special events in the apartments community room to be approved by the City Manager, allowing different ownership of separate development phases, and allowing use of undeveloped property as agricultural land. City staff has reviewed the requested revisions and do not have any concerns. Staff did request that a paragraph be added to the top of the Development Agreement indicating that a previous Agreement had been approved by the City Council but was never filed with the County. This version of the Development Agreement shall supersede any previous version. There are no costs associated with this item.