



City of Leavenworth

100 N. 5th St.
Leavenworth, KS 66048
(913)684-0378

Building Permit

Application Number 10207

Date 03/14/2022

Permit Type LAND DISTURBANCE PERMIT

PARCEL NUMBER

1061400001004220

STREET ADDRESS

940 EISENHOWER ROAD

ZONE CODE

PUD

JURISDICTION

LEAVENWORTH

OWNER INFORMATION

NAME: BEL INVESTMENTS LEAVENWORTH KS LLC
ADDRESS: 2862 DAUPHIN ST
MOBILE, AL 36606
PHONE:

APPLICANT INFORMATION

NAME: ROMARK CONSTRUCTION ENTERPRISES, INC
ADDRESS: 5656 WEDSWORTH RD
PHONE: 937-287-7007

CONTRACTOR INFORMATION

NAME: ROMARK CONSTRUCTION ENTERPRISES, INC
ADDRESS: 5656 WEDSWORTH RD
PHONE:

LICENSE NUMBER:
LICENSE EXP. DATE:
INSURANCE EXP. DATE:

BUILDING INFORMATION

PROPOSED USE: HEATED SQ. FT:
CONSTRUCTION TYPE: UNHEATED SQ. FT:
NUMBER OF STORIES: GARAGE SQ. FT:
ESTIMATED COST OF CONSTRUCTION: NUMBER OF STORIES

PROJECT DESCRIPTION

LAND DISTURBANCE PERMIT

SCOPE OF WORK

NEW BUILDING SITE DEVELOPMENT

PERMIT DETAILS:

I, the undersigned, hereby agree to comply with all applicable laws regulating the work. I have also received a copy of this document and understand that it is my responsibility to inform this office of any change of contractor by completing and submitting a change of contractor form if necessary. Separate permits are required for electrical, plumbing, heating, ventilating or air conditioning. It is the responsibility of the owner/applicant to identify and abide by all easements, covenants and other regulations related to land use that may be affected by the construction work for which this permit is issued.

ANY PERMIT ISSUED EXPIRES 180 DAYS AFTER ISSUANCE IF NO WORK HAS COMMENCED.
ANY PERMIT ISSUED SHALL EXPIRE 180 DAYS AFTER ISSUANCE IF THE WORK IS DISCONTINUED FOR 180 DAYS.

Signature of Owner/Contractor

Signature of Approving Official

Permit Number

12395

Total Fees

ORIGINAL COPY

City of Leavenworth

LAND DISTURBANCE PERMIT APPLICATION

(Fill Permits Require An Additional Application)

City of Leavenworth Public Works

100 N. 5th Street
Leavenworth, KS. 66048
913 684 0378

Date 10/6/2021

Applicant Name: Anchor DBG Phone: 251-459-8460

Complete Mailing Address: 50 N. Florida St. Mobile, AL 36607

Email: dsmith@anchordbg.com

Project Type

- | | |
|---|---|
| <input type="checkbox"/> Single Family Home | <input type="checkbox"/> Utility Extension |
| <input checked="" type="checkbox"/> Commercial/Mutli-family | <input type="checkbox"/> General Grading/Filling |
| <input type="checkbox"/> Single Family Subdivision | <input type="checkbox"/> Public Improvement Project |
| <input type="checkbox"/> Building Addition | <input type="checkbox"/> Other: explain Below |

Project Location

Property Address: _____

Name of Project or Subdivision: Dollar Tree; Lot 2, 3B's Commercial Centre

Owner of Record : Bel Investments, Leavenworth, KS, LLC Phone number: 251-460-0069

Work Schedule Start Date: 11/15/2021 End Date: 04/15/2022

Total Site Area: 1.03 Acres/or _____ Sq. Feet

Total Area of Land

Disturbance: 0.65 Acres/or _____ Sq. Feet

City of Leavenworth

LAND DISTURBANCE PERMIT APPLICATION

Applicant acknowledges they have provided the following documents and have been advised of inspection requirements. (Initial next to each item)

BDS Completed Land Disturbance Application

BDS Attached site specific Erosion Control Plan

BDS Attached site specific grading plan

BDS Schedule for duration of land disturbance

_____ This is a single family building project or home addition and I as applicant will follow the attached "Single Family Lot Erosion and Sediment Control Plan"

BDS The applicant by submitting this application does agree to perform all necessary work to include bi-weekly inspections and inspections after each ½" rain event (24 hour). The applicant will supply the City of Leavenworth with all inspection records upon request, and copies must be provided in order to obtain a Compliance Certificate.

The applicant fully understands that the responsible party shall comply with this permit and repair all substandard erosion control within a 24 hour period after notification of failure to comply with the plan. Failure to comply within the allotted time frame is a violation and shall be reason for the City of Leavenworth to issue a **Stop Order** on all work, repair the damaged erosion control, and clean all surrounding grounds. The contractor/owner shall be held responsible for all expense incurred to remedy the violation and may be charged with a Nuisance Complaint in Municipal Court. Contractors will be required to submit copies of BMP Inspections prior to a certificates of occupancy being issued.

Applicant Signature: _____



Owner Signature: _____

Family Dollar Leavenworth, KS
Drainage Calcs

12" PVC (NW Corner of Site)

A = 0.93 Ac

C = 0.90

I = 5.6"/hr

Q = 4.7 cfs

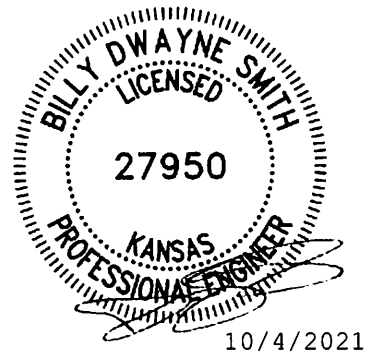
12" HDPE (NE Corner of Site)

A = 0.39 Ac

C = 0.90

I = 5.6"/hr

Q = 2.0 cfs



Culvert Report

12 IN HDPE NE Corner of Site

Invert Elev Dn (ft)	= 911.20
Pipe Length (ft)	= 21.00
Slope (%)	= 1.43
Invert Elev Up (ft)	= 911.50
Rise (in)	= 12.0
Shape	= Circular
Span (in)	= 12.0
No. Barrels	= 1
n-Value	= 0.012
Culvert Type	= Circular Culvert
Culvert Entrance	= Smooth tapered inlet throat
Coeff. K,M,c,Y,k	= 0.534, 0.555, 0.0196, 0.9, 0.2

Embankment

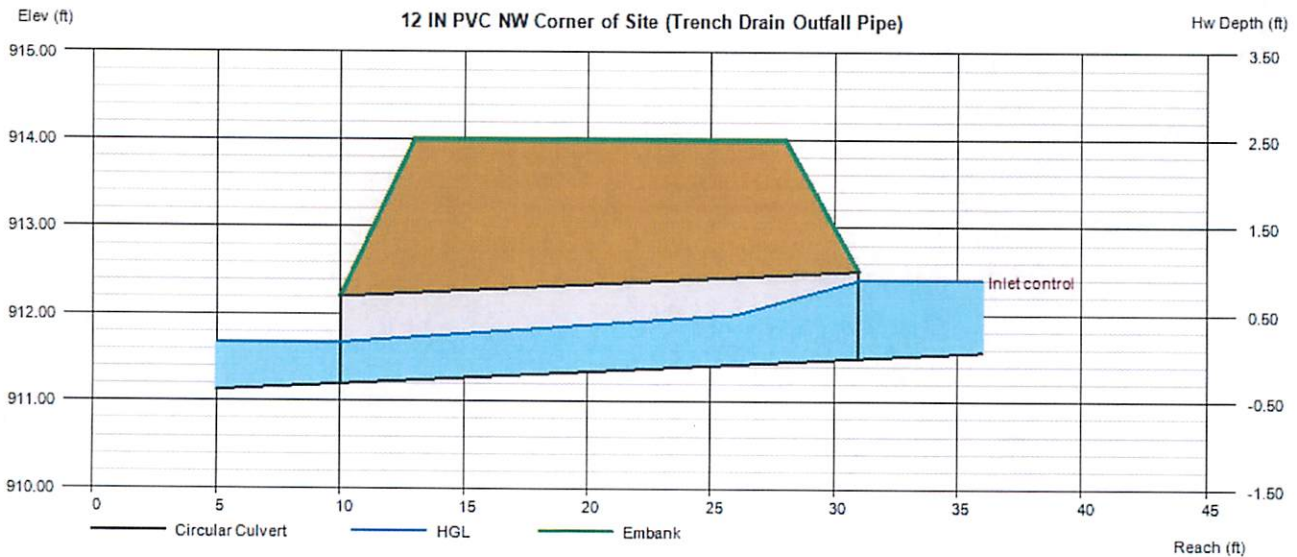
Top Elevation (ft)	= 914.00
Top Width (ft)	= 15.00
Crest Width (ft)	= 10.00

Calculations

Qmin (cfs)	= 2.00
Qmax (cfs)	= 2.00
Tailwater Elev (ft)	= 909.42

Highlighted

Qtotal (cfs)	= 2.00
Qpipe (cfs)	= 2.00
Qovertop (cfs)	= 0.00
Veloc Dn (ft/s)	= 5.41
Veloc Up (ft/s)	= 4.04
HGL Dn (ft)	= 911.68
HGL Up (ft)	= 912.10
Hw Elev (ft)	= 912.40
Hw/D (ft)	= 0.90
Flow Regime	= Inlet Control



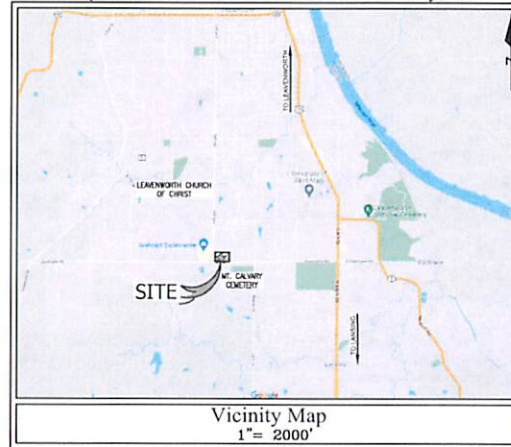
Site Development Plans



DOLLAR TREE

CITY OF LEAVENWORTH, KS
LEAVENWORTH COUNTY

Lot 2, 3B's Commercial Centre
City of Leavenworth, Leavrnworth County, KS



UTILITY CONTACTS:	
Sewer/Water	Leavenworth Waterworks (913) 682-1513
Gas	Kansas Gas Service 1 (800) 794-4780
Electricity	Kansas Electric (316) 283-4750
Telephone	Southwestern Bell/AT&T 1 (800) 454-7928

PROJECT CONTACTS			
DEVELOPER	BEL INVESTMENTS LEAVENWORTH, KS, LLC 2862 DAURPHEN ST. MOBILE, AL 36606 (251) 460-0099	CONTRACTOR	ANCHOR ENGINEERING 50 N. FLORIDA ST. MOBILE, AL 36607 (251) 459-8470
SEAL	ANCHOR ENGINEERING 50 N. FLORIDA ST MOBILE, AL 36607 (251) 459-8470	ARCHITECT	MARK HARMOND 8178 SOLDIER COURT DAPHNE, AL 36526 (251) 209-3649

PROPERTY INFORMATION:

MUNICIPALITIES:	CITY OF LEAVENWORTH
TOTAL ACREAGE:	1.03 AC. (44,856 SF)
EXISTING USE:	UNDEVELOPED
PROPOSED USE:	GENERAL RETAIL
ZONING:	PLD
BUILDING SETBACKS:	FRONT - 25' SIDE - 0' REAR - 25'
PARKING REQUIRED:	ONE (1) SPACE/ 200 SF OF FLOOR AREA
PARKING PROVIDED:	9,000 SF/ 200 + 45 SPACES REQUIRED ON-SITE 29 SPACES (INC. 2 TWC) OFF-SITE 4 SPACES TOTAL PARKING 33 SPACES
GREEN SPACE REQUIRED:	NEGOTIABLE
GREEN SPACE PROVIDED:	8.55% (3,835 SF)
IMPERVIOUS AREA PROPOSED:	91.45% (41,021 SF)

THE CONTRACTOR IS TO HAVE ALL UNDERGROUND UTILITIES
FIELD-MARKED PRIOR TO ANY EXCAVATION. CALL 811.

UTILITY WARNING

THE ENGINEER AND SURVEYOR MAKE NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, AND FURTHER DO NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.

PREPARED FOR:

BEL INVESTMENTS LEAVENWORTH, KS, LLC
2862 DAURPHEN ST
MOBILE, AL 36606
PHONE: 251.460.0099
FAX: 251.460.0206

INDEX TO SHEETS

SHEET	DESCRIPTION
C-1.0	COVER SHEET
C-2.0	EXISTING CONDITIONS/DEMOLITION PLAN
C-3.0	SITE PLAN
C-4.0	GEOMETRIC PLAN
C-5.0	UTILITY PLAN
C-6.0	GRADING AND DRAINAGE PLAN
C-7.0	PHOTOMETRICS PLAN
C-8.0	CIVIL CONSTRUCTION DETAILS (1)
C-8.1	CIVIL CONSTRUCTION DETAILS (2)
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C-11.0	ES&PCP DETAILS

FEMA FIRM INFORMATION:

The property surveyed and shown herein is in Flood Zone "X", as indicated by the FLOOD INSURANCE RATE MAPS for Leavenworth, Kansas dated July 16, 2015 community panel number 201030143G.



10/4/2021
The owner is responsible for obtaining all necessary permits and approvals from the appropriate local, state, and federal agencies. The engineer and surveyor make no guarantee that the information provided herein is complete, accurate, or up-to-date. The engineer and surveyor are not responsible for any errors or omissions in this document. The scales on this drawing are not to be used for construction purposes and are for reference only.

1" = 100'
IF THIS LINE DOES NOT MATCH THE SCALE ON THE DRAWING, THE SCALES ON THIS DRAWING ARE NOT VALID



Date: Revision:

Sheet No. 100

Drawn By: BJS

Date: 09/13/2021

Job #: 19-001

Title:

COVER SHEET

Sheet #

C-1.0

SITE PLAN

DATE	11/11/2011
SCALE	AS SHOWN
COMPILED BY	AS SHOWN
DATE	11/11/2011
SCALE	AS SHOWN
COMPILED BY	AS SHOWN
DATE	11/11/2011
SCALE	AS SHOWN
COMPILED BY	AS SHOWN

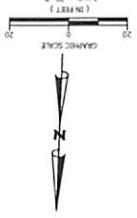
FUTURE
DOLLAR TREE
LEAVENWORTH, KS

IF THIS LINE DOES NOT UNDERLINE THE SCALE ON THIS DRAWING MEANING

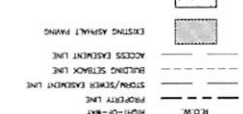
THIS DRAWING IS THE PROPERTY OF ANCHOR CONSULTING ENGINEERS AND ARCHITECTS, INC. (ANCHOR) AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ANCHOR. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF ANCHOR IS STRICTLY PROHIBITED. ANCHOR ASSUMES NO LIABILITY FOR ANY DAMAGE OR LOSS OF PROFITS, BUSINESS, OR REVENUE, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING FROM THE USE OF THIS DRAWING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



ANCHOR
50 North Florida Street
Mankato, Minnesota 56007
(507) 539-9333

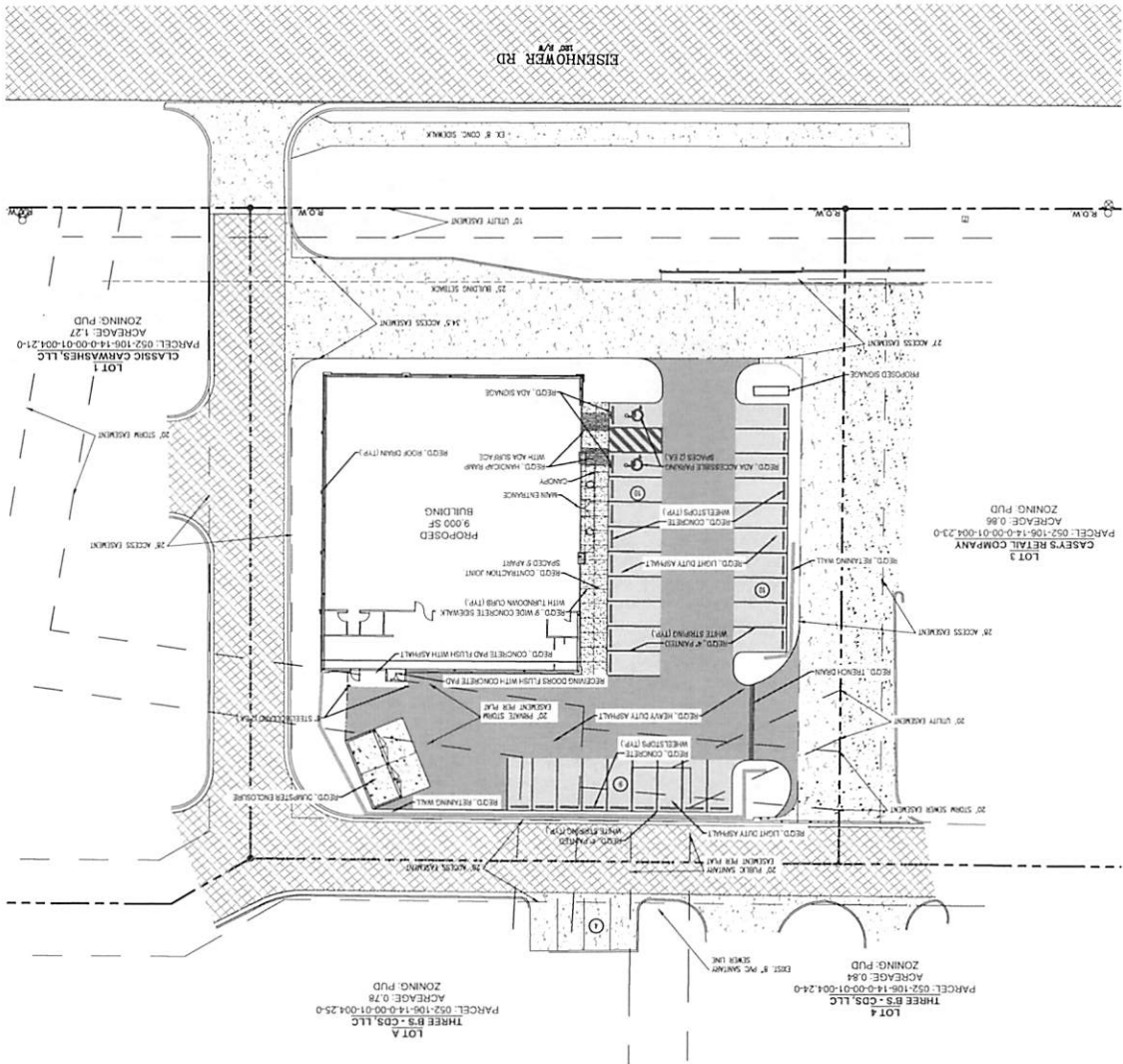


PREPARED FOR:
BET THUESTER/LEAVENWORTH, KS, LLC
PHONE: 251.460.0069
MOBILE: 314.366.06
FAX: 251.460.0206

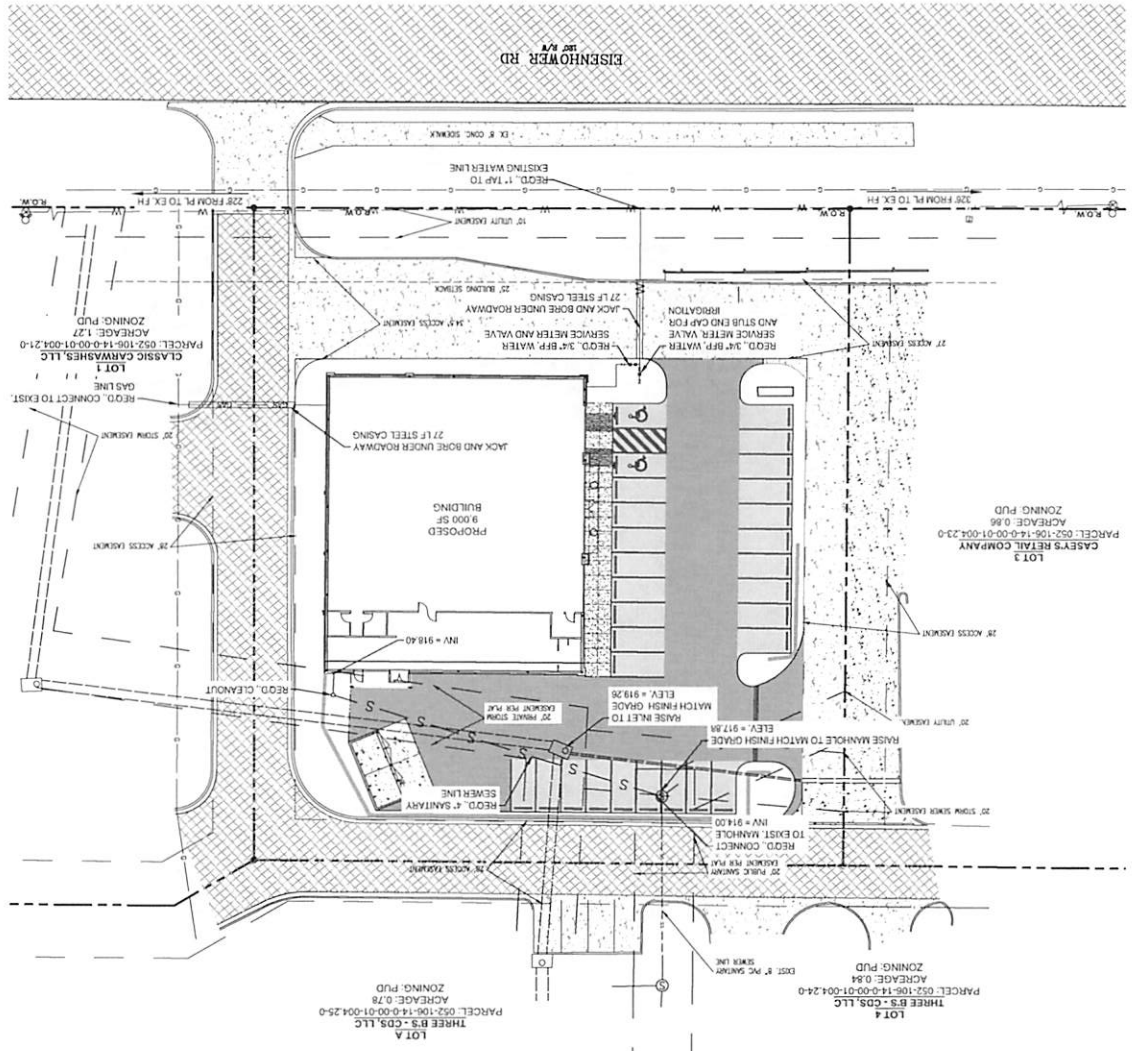


PROPERTY INFORMATION:

KANSAHSHS CITY OF LEAVENWORTH
TOTAL ACRES 1.27
TOTAL ACRES 1.27
EXISTING USE: GENERAL RETAIL
PROPOSED USE: GENERAL RETAIL
ZONING: PUD
BUILDING SETBACKS:
FRONT: 25'
SIDE: 0'
REAR: 25'
PARKING REQUIRED:
ONE (1) SPACE/200 SF OF FLOOR AREA
ON-SITE 25 SPACES (MIN. 2 HO)
OFF-SITE SPACES:
TOTAL PARKING SPACES:
NEED STATE
GREEN SPACE PROVIDED:
8,000 (1,200 SF)
PREVIOUS AREA PROPOSED:
91,475 (1,271 SF)



UTILITY WARNING
 THE ENGINEER AND SURVEYOR MAKE NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA EITHER IN SERVICE OR ABANDONED AND THERE IS NO WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.

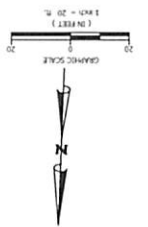
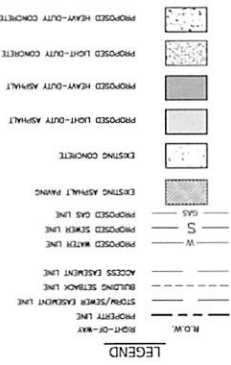


UTILITY CONTACTS:

Sewer/Water	Leavenworth Waterworks (913) 682-1111
Gas	Kansas Gas Service (800) 794-8700
Electricity	Kansas Electric (316) 283-4350
Telephone	Southwestern Bell/AT&T (800) 664-7928

NOTES TO CONTRACTOR:

1. EVERY FRONT HAS BEEN MADE TO ENSURE THAT THE BUILDING INDICATED IN THESE DRAWINGS MATCHES THE ARCHITECT'S PLANS. RESPONSIBILITY TO CORRECT ANY DISCREPANCIES BETWEEN THE ARCHITECT'S PLANS AND THE BUILDING FOOTPRINT AND FOUNDATION PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IN ANY DISCREPANCIES ARE FOUND.
2. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ANY EXISTING STOPS AND INFRASTRUCTURES ON THE SITE (E.G. POLES, METERS, ETC.).
3. CONTRACTOR TO VERIFY ALL EXISTING SEWER AND DRAIN LINES TO ENSURE THEY ARE CLEAN AND PROPERLY WORKING ORDER. PROJECT PRIOR TO THE OWNER.
4. AFTER THE STORM DRAIN SYSTEM IS COMPLETED THE CONTRACTOR SHALL VERIFY THE SYSTEM AND SUBMIT VIDEO TO THE OWNER FOR REVIEW.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE SITE FOR THE DURATION OF THE PROJECT.
6. ALL EARTHWORK SHALL BE PERFORMED IN STRICT COMPLIANCE WITH GEOLOGICAL RECOMMENDATIONS.
7. ALL CONDUIT LOCATIONS FOR POWER, TELEPHONE, AND CABLE UTILITIES PROVIDER.



PREPARED FOR:
 BEL INVESTMENTS/LEAVENWORTH, KS, LLC
 2862 DAUPHIN ST
 MOBILE, AL 36605
 PHONE: 251-460-0059
 FAX: 251-460-0206

C-5.0

UTILITY PLAN

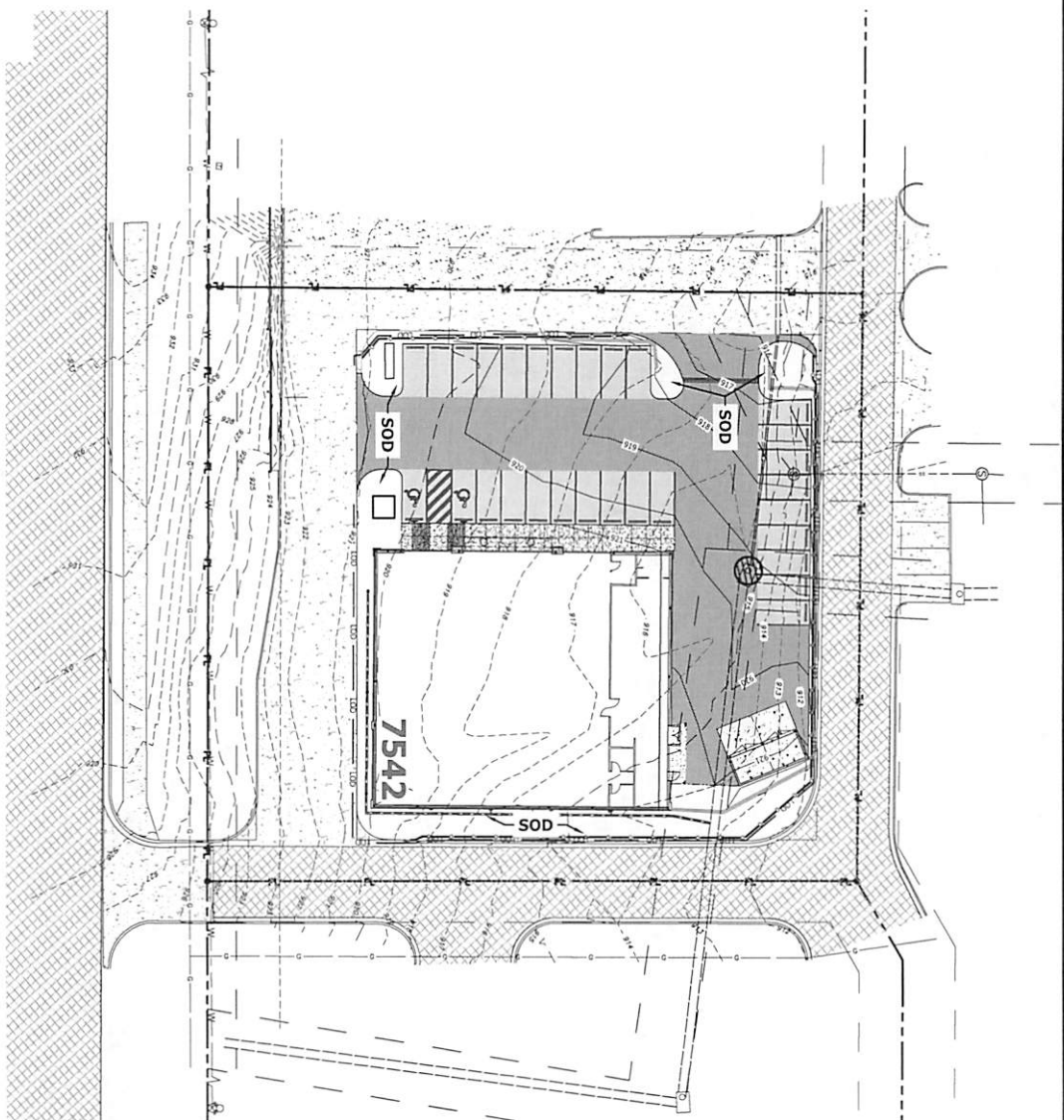
FUTURE DOLLAR TREE LEAVENWORTH, KS

IF THIS LINE DOES NOT MATCH THE SCALES ON THIS SET, THE WORD SHALL PREVAIL

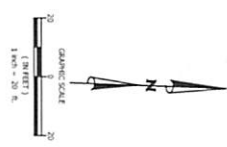
THIS PLAN IS THE PROPERTY OF THE ENGINEER AND SURVEYOR AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND SURVEYOR.



ANCHOR
 52 North Florida Street
 Mankato, Minnesota 56007
 (507) 536-6300



- CONSTRUCTION SEQUENCE**
- FIRST**
- INSTALL CONSTRUCTION DRAINAGE/STORM
 - INSTALL CONSTRUCTION SIGNAGE
 - INSTALL SET FENCE
 - CHECK DRAIN, INLET AND OUTLET PROTECTION TO BE INSTALLED
- SECOND**
- DEMOLITION AND REMOVAL OF DEBRIS & TOPSOIL
 - EXCAVATION AND INSTALLATION OF SOD
 - CREATE TEMPORARY DIVERSIONS TO DETENTION POND
- THIRD**
- GRADE BALANCE OF SITE TO ROUGH GRADES
 - INSTALL STORM DRAIN MANHOLES
- FOURTH**
- CONTRACT UTILITIES (WATER, SEWER, GAS, ELECTRIC, CABLE)
 - CONSTRUCT ROAD PAVING, CURB AND GUTTER, SIDEWALKS
 - BEGIN BUILDING CONSTRUCTION
 - COMPLETE BUILDING CONSTRUCTION
 - COMPLETE FINISHING AND LANDSCAPING
 - STABILIZE DISTURBED AREAS WITH SOLID SOD
 - REMOVE BMP MEASURES
 - REMOVE ANY COLLECTED SEDIMENT FROM DETENTION PONDS



PREPARED FOR:
 BEL INVESTMENTS LEAVENWORTH, KS, LLC
 1000 N. 10TH ST.
 MOBILE, AL 36695
 PHONE: 251-840-0069
 FAX: 251-840-0206

- LEGEND**
- PROPERTY LINE
 - LIMITS OF DISTURBANCE
 - SEWAGE TREATMENT PLANT
 - SOIL'S ELEVATION
 - CONSTRUCTION ENTRANCE
 - INLET PROTECTION
 - DRAINAGE BASIN OF ENTIRE SITE
 - SOD
 - UGD
 - IP

IF THIS LINE DOES NOT MEASURE ONE INCH IN LENGTH, THE SCALES ON THIS DRAWING ARE NOT VALID

The office drawings and specifications and other design and engineering documents, drawings and data shall remain the property of the engineer and shall not be used for any other project without the written consent of the engineer. This contract shall remain in effect for the duration of the project. The engineer shall have no liability for any errors or omissions in these drawings or specifications or for any damages or consequences of their use. All drawings shall be prepared and checked by the engineer and shall be in accordance with all applicable codes and standards. The engineer shall be held responsible for any errors or omissions in these drawings and specifications and shall be held liable for any damages or consequences of their use. This office shall be held responsible for any errors or omissions in these drawings and specifications and shall be held liable for any damages or consequences of their use. They shall be held responsible for any errors or omissions in these drawings and specifications and shall be held liable for any damages or consequences of their use.



ANCHOR
 50 North Florida Street
 Mobile, Alabama 36607
 (251) 458-8470

FUTURE DOLLAR TREE LEAVENWORTH, KS

C-10.0

ES&PCP
 PHASE II



NOTICE OF INTENT (NOI)

For Authorization to Discharge Stormwater Runoff from Construction Activities
 In accordance with the Kansas Water Pollution Control General Permit
 Under the National Pollutant Discharge Elimination System (NPDES)

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form requests authorization for coverage under the Kansas Water Pollution Control general permit, or KDHE issued successor permits, issued for stormwater runoff from construction activities in the State of Kansas. Becoming a permittee obligates the discharger to comply with the terms and conditions of the general permit. Completion of this NOI does not provide automatic coverage under the general permit. Coverage is provided and discharge permitted when the Kansas Department of Health and Environment (KDHE) authorizes the discharge of stormwater runoff from the construction activities identified on the NOI and supporting documentation. A signed and dated copy of the first page of the NOI indicating the Authorization will be provided to the owner or operator, or all three pages for Conditional Authorizations. Upon authorization of the construction activity discharge, a Kansas permit number and a Federal permit number will be assigned to the construction project. A complete request for Authorization for coverage under the general permit must be submitted or the request will not be processed (see listing on Page 3 of this NOI). KDHE will notify owners or operators whose Notice of Intent (NOI) and supporting documentation for Authorization of stormwater runoff associated with construction activities are incomplete, deficient, or denied. Please Print or Type.

I. OWNER OR OPERATOR ADDRESS, BILLING, CONTACT & RECORDS LOCATION INFORMATION

A. Owner or Operator's Name: Dan Elcan C. Contact Name: Dwayne Smith
 Company Name: Bel Investments, Leavenworth, KS, LLC Company Name: Anchor DBG
 Owner or Operator's Phone: 251-460-0069 Contact Phone: 251-459-8460
 Mailing Address: 2862 Dauphin St Mailing Address: 50 N. Florida St
 City: Mobile State: AL Zip: 36606 City: Mobile State: AL Zip: 36607
 E-mail Address (optional): dsmith@anchordbg.com

B. Billing Contact Name: Dwayne Smith D. Address where records will be kept (if not on-site):
 Billing Contact Address (if different): 50 N. Florida St Records Address: _____
 City: Mobile State: AL Zip: 36607 City: _____ State: _____ Zip: _____

II. SITE INFORMATION Dollar Tree; Lot 2, 3B's

A. Project Name: Commercial Centre B. LEGAL SITE DESCRIPTION:
 Site Address: 940 Eisenhower Rd. _____ QTR of _____ QTR of NE QTR Section: 14
 City: Leavenworth State: KS Zip: 66048 Township: 9 South; Range: 22 E W
 (Nearest City to Project) County: Leavenworth Latitude: _____ Longitude: -
 Deg. Min. Sec. Deg. Min. Sec.

For Official Use Only:

Received	Amount Paid:	Authorized: <input type="checkbox"/> Y; <input type="checkbox"/> N
	Date:	Is Authorization Conditional? <input type="checkbox"/> Y; <input type="checkbox"/> N (if yes, see page 3 of NOI for conditions)
	Initials:	
	Check No.:	
Secretary, Kansas Department of Health and Environment		Reviewer
		Date
KS Permit No.: _____		Federal Permit No.: _____

Send completed 3 page NOI form with original signature and all appropriate submittals (see page 3 of NOI) to:

Note: A copy of the permit can be obtained at: www.kdheks.gov/stormwater or by submitting a written request to KDHE.

Kansas Department of Health and Environment
 Bureau of Water, Industrial Programs Section
 1000 SW Jackson, Suite 420
 Topeka, KS 66612-1367

KDHE Contact Information:
 Phone: (785) 296-5545
 E-mail: stormwater@kdheks.gov

C. EXISTING CONDITIONS/USES

- 1) Is any part of the project located on Indian Country land? Y; N
If yes: Contact EPA regarding discharging stormwater runoff from industrial activities on Indian Country land.
- 2) If stormwater runoff drains to or through a Municipal Separate Storm Sewer System (MS4): MS4 Name: _____
- 3) Name of the first receiving water, stream, or lake: unnamed tributary of Fivemile Creek, River Basin: Missouri
- 4) Are contaminated soils present on the site or is there groundwater contamination located within the site boundary? Y; N
If yes: On separate paper please explain in detail the locations, contaminants and concentrations.
- 5) Are there any contaminated soils that will be disturbed or any contaminated groundwater that will be pumped by the proposed construction activity? Y; N
If yes: On separate paper provide a description of the special erosion and sediment control measures to be utilized.
- 6) Are there any surface water intakes for public drinking water supplies located within ½ mile of the site discharge points? Y; N
- 7) Are there any known historical or archeological sites present within the site boundary or any historic structures located within 1000 feet of the project site? Y; N
Note: Include documentation of project-specific coordination with the Kansas Historical Society in making this determination.
- 8) Is any threatened or endangered species habitat located within the site boundary or in the receiving water body? Y; N
Note: Include documentation of project-specific coordination with the Kansas Department of Wildlife, Parks & Tourism in making this determination.
- 9) Will the project impact the line or grade of a stream or does it include dredge or fill of a potential jurisdictional water body or wetlands? Y; N
If yes: Include documentation of project-specific coordination with the US Army Corps of Engineers and/or the Kansas Department of Agriculture, Division of Water Resources in making this determination.
- 10) Are any Critical Water Quality Management Areas, Special Aquatic Life Use Waters, or Outstanding National Resource Waters located within ½ mile of the facility boundary? Y; N
If yes, list the names of all such areas and waters: _____

D. PROJECT DESCRIPTION

- 1) Project Description: Construction of a new 9,000 SF commercial building with associated parking
- 2) Does this NOI include all proposed soil disturbing activities associated with the entire common plan of development? Y; N
If no, explain what development areas of the site are not included in this NOI and provide contact information, if available, for the party or parties that own or have operational control of these areas:
- 3) Anticipated project Start Date: December 6, 2021 and Completion Date: March 25, 2022
- 4) Estimated total area to be disturbed: 0.65 Acres Total area of the site: 1.03 Acres
- 5) Do you plan to disturb ten or more acres that are within a common drainage area? Y; N
If yes, will a sedimentation basin be installed in that drainage area? (Attach design calculations for each sedimentation basin.) Y; N
If a sediment basin is not feasible, on a separate sheet explain what similarly effective erosion and sediment control measures will be implemented in lieu of a sedimentation basin.

E. Maps

Include an area map showing the outline of the construction site and the general topographic features of the area at least one mile beyond the project site boundary.

F. EROSION CONTROL PLAN AND BEST MANAGEMENT PRACTICES

- 1) Provide a site plan showing the existing contour, proposed contour, the erosion control measures and the locations of stormwater management or pollution control features including BMPs. Incorporate details and notes as necessary to describe the erosion control plans and BMPs.
- 2) Provide a description of the best management practices which will be utilized to control erosion, sedimentation and other pollutants in stormwater runoff during construction.

- 3) Provide a summary of the sequence of major soil disturbing activities and the corresponding erosion control measures or BMPs.
- 4) Provide the name and License or Certification Number of the engineer, geologist, architect, landscape architect, or Certified Professional in Erosion and Sediment Control (CPESC) under which the construction stormwater pollution prevention plan has been developed.

<u>Dwayne Smith</u>	<u>27950</u>	<u>Civil Engineer</u>
Name	License or Certification Number	Profession or Field (Engineer, Architect, etc.)

III. ANNUAL FEE

Enclose a check for the first year of the annual permit fee specified in K.A.R. 28-16-56 et seq. as amended. Make the check payable to "KDHE". Per K.A.R. 28-16-56, as amended, the current annual permit fee for this general permit is \$60. An invoice for the annual permit fee will be sent to the contact person requesting a permit until such time as the permittee submits a Notice of Termination (NOT).

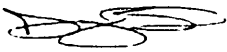
Failure to pay the annual fee will result in termination of the construction stormwater discharge Authorization.

IV. OWNER OR OPERATOR CERTIFICATIONS

I, the undersigned, certify that a Stormwater Pollution Prevention Plan (SWP2 Plan) will be or has been developed for the construction site described in this NOI and supporting documentation. I further certify that the plan will be implemented at the time construction begins, and, as required by the NPDES general permit for Stormwater Runoff from Construction Activity, will revise the SWP2 plan if necessary.

I understand that continued coverage under the NPDES general permit for Stormwater Runoff from Construction Activities is contingent upon maintaining eligibility as provided for in the requirements and conditions of the general permit, and paying the annual fee.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

	<u>11/12/21</u>
Signature (owner or operator)	Date
<u>Dwayne Smith, President</u>	
Name and Official Title (Please print or type. Form with original signature must be sent to KDHE.)	

Conditions of Authorization - For Official Use Only:

When indicated, Conditions of Authorization are as follows:

A complete request for Authorization for coverage under the general permit must be submitted or the request will not be processed. A complete request for Authorization includes:

- An NOI form (construction stormwater) with an original authorized signature;
- The annual permit fee for the first year; (\$60.)
- An area map showing the outline of the construction site and the general topographic features of the area at least one mile beyond the project site boundary;
- A detailed site plan showing the existing contours, proposed contours, erosion and sediment control features, locations where stormwater runoff leaves the construction site;
- A narrative summary of the additional erosion and sediment control and other best management practices that will be utilized to prevent or reduce contamination of stormwater runoff from the construction activities;
- Total drainage area, storage capacity and design calculations for each sedimentation basin; and
- Copies of letters or e-mails documenting coordination with appropriate local, state or federal agencies.

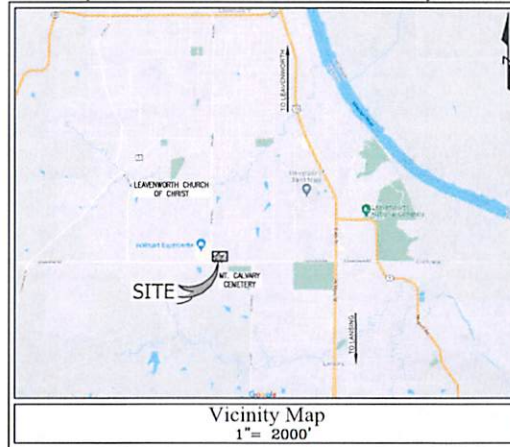
Site Development Plans



DOLLAR TREE

CITY OF LEAVENWORTH, KS
LEAVENWORTH COUNTY

Lot 2, 3B's Commercial Centre
City of Leavenworth, Leavmworth County, KS



UTILITY CONTACTS:	
Sewer/Water	Leavenworth Waterworks (913) 682-1513
Gas	Kansas Gas Service 1 (800) 794-4780
Electricity	Kansas Electric (316) 283-4750
Telephone	Southwestern Bell/AT&T 1 (800) 454-7928

PROJECT CONTACTS			
DEVELOPER	BEL INVESTMENTS LEAVENWORTH, KS, LLC 2862 DAUPHIN ST. MOBILE, AL 36606 (251) 460-0069	CONTRACTOR	ANCHOR ENGINEERING 50 N. FLORIDA ST. MOBILE, AL 36607 (251) 459-8470
CIVIL	ANCHOR ENGINEERING 50 N. FLORIDA ST. MOBILE, AL 36607 (251) 459-8470	ARCHITECT	MARK HAMMOND 8178 SOLDIER COURT DAPHNE, AL 36526 (251) 209-3549

PROPERTY INFORMATION:

MUNICIPALITIES:	CITY OF LEAVENWORTH
TOTAL ACREAGE:	1.03 AC (44,856 SF)
EXISTING USE:	UNDEVELOPED
PROPOSED USE:	GENERAL RETAIL
ZONING:	PUD
BUILDING SETBACKS:	FRONT - 25' SIDE - 0' REAR - 25'
PARKING REQUIRED:	ONE (1) SPACE/ 200 SF OF FLOOR AREA
PARKING PROVIDED:	8,000 SF/ 200 + 45 SPACES REQUIRED ON-SITE: 29 SPACES (INC. 2 TRV) OFF-SITE: 4 SPACES
GREEN SPACE REQUIRED:	TOTAL PARKING 33 SPACES
GREEN SPACE PROVIDED:	NEGOTIABLE
IMPERVIOUS AREA PROPOSED:	8.55% (3,835 SF) 91.45% (41,021 SF)

THE CONTRACTOR IS TO HAVE ALL UNDERGROUND UTILITIES
FIELD-MARKED PRIOR TO ANY EXCAVATION. CALL 811.

UTILITY WARNING

THE ENGINEER AND SURVEYOR MAKE NO GUARANTEE THAT THE UNDERGROUND UTILITIES
SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, AND
FURTHER DO NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT
LOCATION INDICATED.

PREPARED FOR:

BEL INVESTMENTS LEAVENWORTH, KS, LLC
2862 DAUPHIN ST
MOBILE, AL 36606
PHONE: 251.460.0069
FAX: 251.460.0206

INDEX TO SHEETS

SHEET	DESCRIPTION
C-1.0	COVER SHEET
C-2.0	EXISTING CONDITIONS/DEMOLITION PLAN
C-3.0	SITE PLAN
C-4.0	GEOMETRIC PLAN
C-5.0	UTILITY PLAN
C-6.0	GRADING AND DRAINAGE PLAN
C-7.0	PHOTOMETRICS PLAN
C-8.0	CIVIL CONSTRUCTION DETAILS (1)
C-8.1	CIVIL CONSTRUCTION DETAILS (2)
C-9.0	ES&PCP - INITIAL PHASE
C-10.0	ES&PCP - GRADING PHASE
C-11.0	ES&PCP - FINAL PHASE
C-12.0	ES&PCP - NOTES
C-13.0	ES&PCP DETAILS

FEMA FIRM INFORMATION:

The property surveyed and shown hereon is in Flood Zone "X", as indicated by the FLOOD INSURANCE
RATE MAPS for Leavenworth, Kansas dated July 16, 2015 community panel number: 2010201435.



The owner hereby certifies that the information provided in this report is true and correct to the best of their knowledge and belief. The engineer and surveyor make no guarantee that the information provided in this report is true and correct to the best of their knowledge and belief. The engineer and surveyor make no guarantee that the information provided in this report is true and correct to the best of their knowledge and belief. The engineer and surveyor make no guarantee that the information provided in this report is true and correct to the best of their knowledge and belief.

IF THIS LINE DOES NOT MATCH THE SCALES ON THIS SET, THIS SET IS NOT VALID.



Date: Revision:

Drawn by: HBL

Checked by: BBS

Date: 08/13/2021

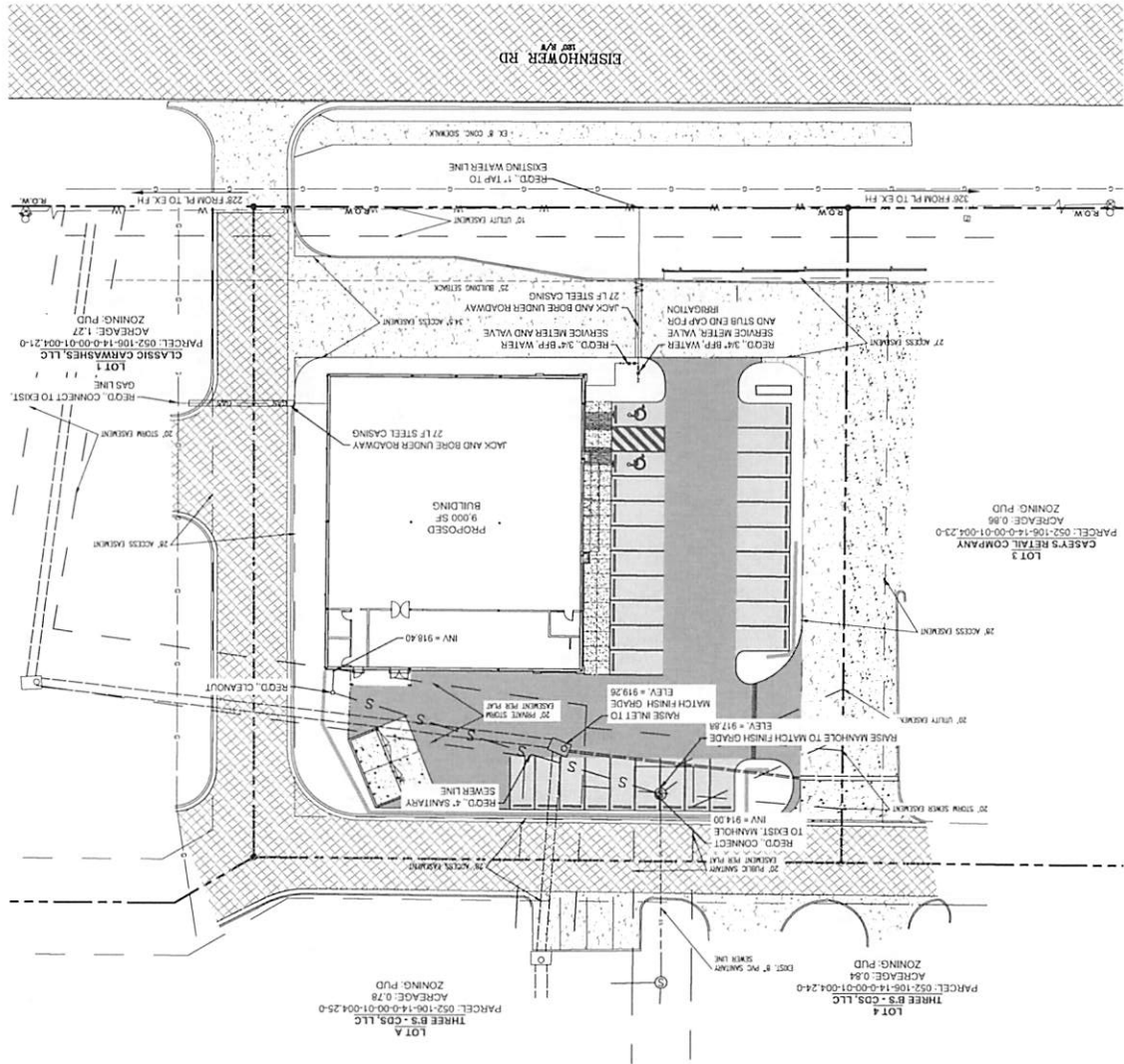
Job #: 21-0801

Title:

COVER SHEET

C-1.0

UTILITY WARNING
 THE ENGINEER AND SURVEYOR MAKE NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPARE AT SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR PLACEMENT, AND THERE DO NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.

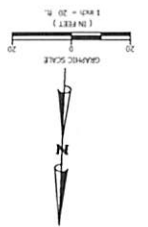
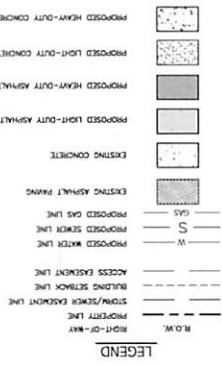


THE CONTRACTOR IS TO HAVE ALL UNDERGROUND UTILITIES FIELD-MARKED PRIOR TO ANY EXCAVATION. CALL 811.

UTILITY CONTACTS:

Telephone	Lightwright Waterworks
Electricity	Kansas Electric
Gas	Kansas Gas Service
Sewer/Water	Lightwright Waterworks

- NOTES TO CONTRACTOR:**
1. EVERY FRONT HAS BEEN MADE TO ENSURE THAT THE BUILDING AND FOUNDATION PLAN. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE AGREEMENT BETWEEN THE BUILDING FOOT PRINT SHOWN IN THESE PLANS AND THE EXISTING UTILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
 2. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ANY EXISTING SLOPES AND INFRASTRUCTURES ON THE SITE (I.E. POND, BULTS, ETC.).
 3. CONTRACTOR TO VERIFY ALL EXISTING SEWER AND DRAIN LINES TO ENSURE THEY ARE CLEAN AND PROPER WORKING ORDER. PROVIDE VIDEO TO THE OWNER.
 4. AFTER THE STORM DRAIN SYSTEM IS COMPLETED THE CONTRACTOR SHALL VIDEO THE SYSTEM AND SUBMIT VIDEO TO THE OWNER FOR REVIEW.
 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE SITE FOR THE DURATION OF THE PROJECT.
 6. ALL EARTHWORK SHALL BE PERFORMED IN STRICT COMPLIANCE WITH GEOLOGICAL RECOMMENDATIONS.
 7. ALL CONDUIT LOCATIONS FOR POWER, TELEPHONE, AND CABLE SHALL BE COORDINATED WITH ARCHITECTURAL PLANS AND LOCAL UTILITY PROVIDERS.



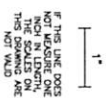
PREPARED FOR:
 BEL INVESTMENTS LEAVENWORTH, KS, LLC
 2862 DAUPHIN ST
 PHOENIX, AZ 85055
 PHONE: 251.460.0059
 FAX: 251.460.0206

C-5.0

UTILITY PLAN

DATE	11/14/2023
DESIGNED BY	WJ
CHECKED BY	WJ
DATE	11/14/2023
SCALE	AS SHOWN

FUTURE DOLLAR TREE LEAVENWORTH, KS



THIS LINE DOES NOT REPRESENT THE SCALES ON THIS PLAN AND THE SCALES ON THE SCALES ON THIS PLAN.

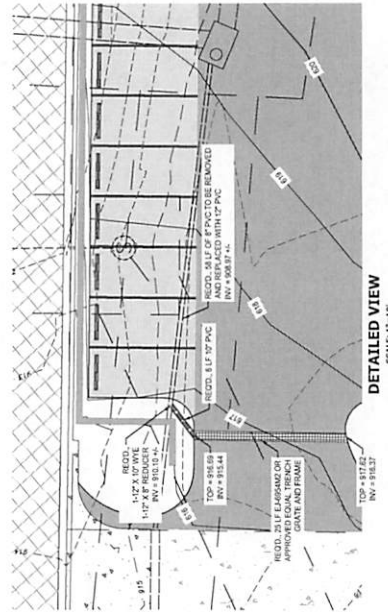
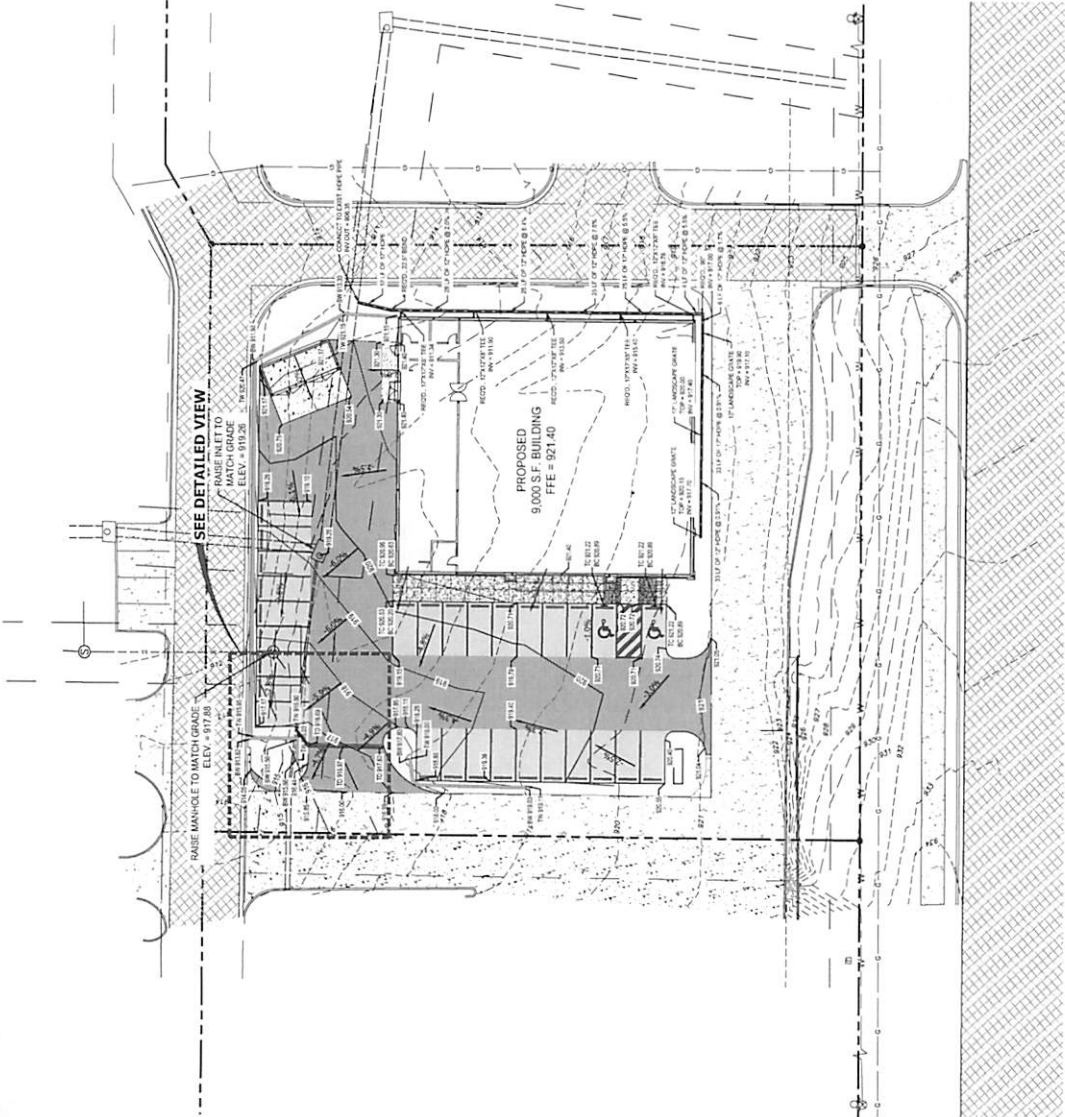
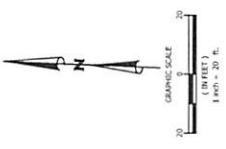


ANCHOR
 50 North Nevada Street
 Leavenworth, KS 66047
 781.854.8427



PREPARED FOR:
BEL INVESTMENTS LEAVENWORTH, KS, LLC
2862 DAUPHIN ST
LEAVENWORTH, MO 64601
PHONE: 254-460,0069
FAX: 254-460,0206

Sheet No.	C-6.0
Project No.	
Client	
Design No.	
Check No.	
Date	
Scale	
Author	
Checker	
Grading Plan	



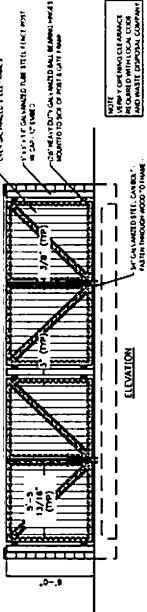
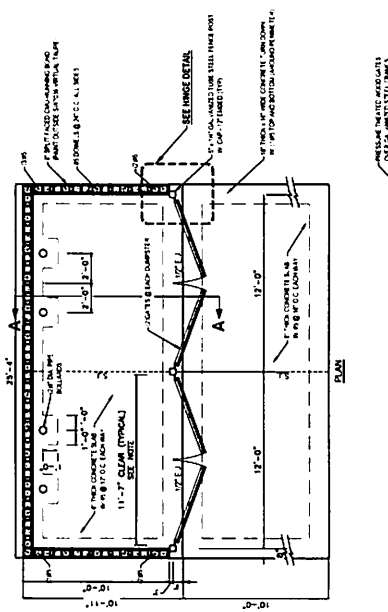
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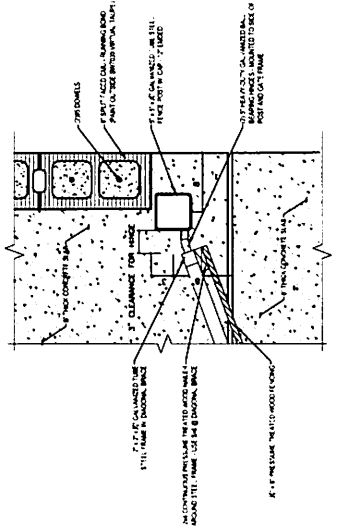
FUTURE DOLLAR TREE LEAVENWORTH, KS



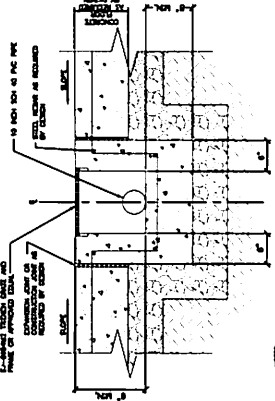
CIVIL DETAILS	
Sheet No.	C-8.1
Date	11/11/11
Project No.	
Contract No.	
Scale	
Drawn by	
Checked by	
Approved by	



DUMPSTER ENCLOSURE PLAN AND ELEVATION
 SCALE: 3/4\"/>

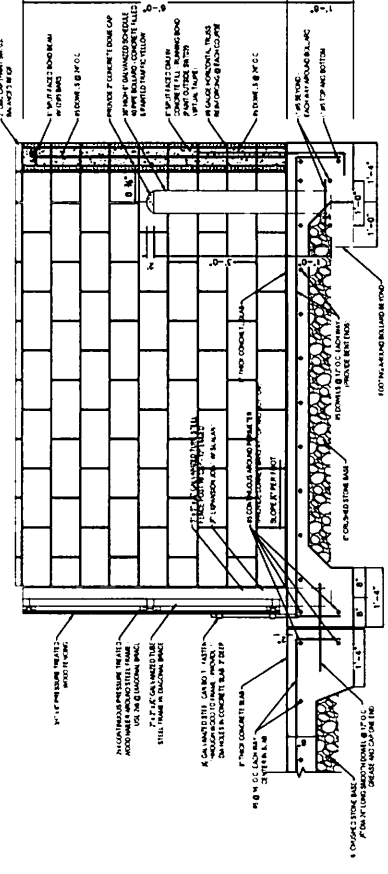


HINGE DETAIL
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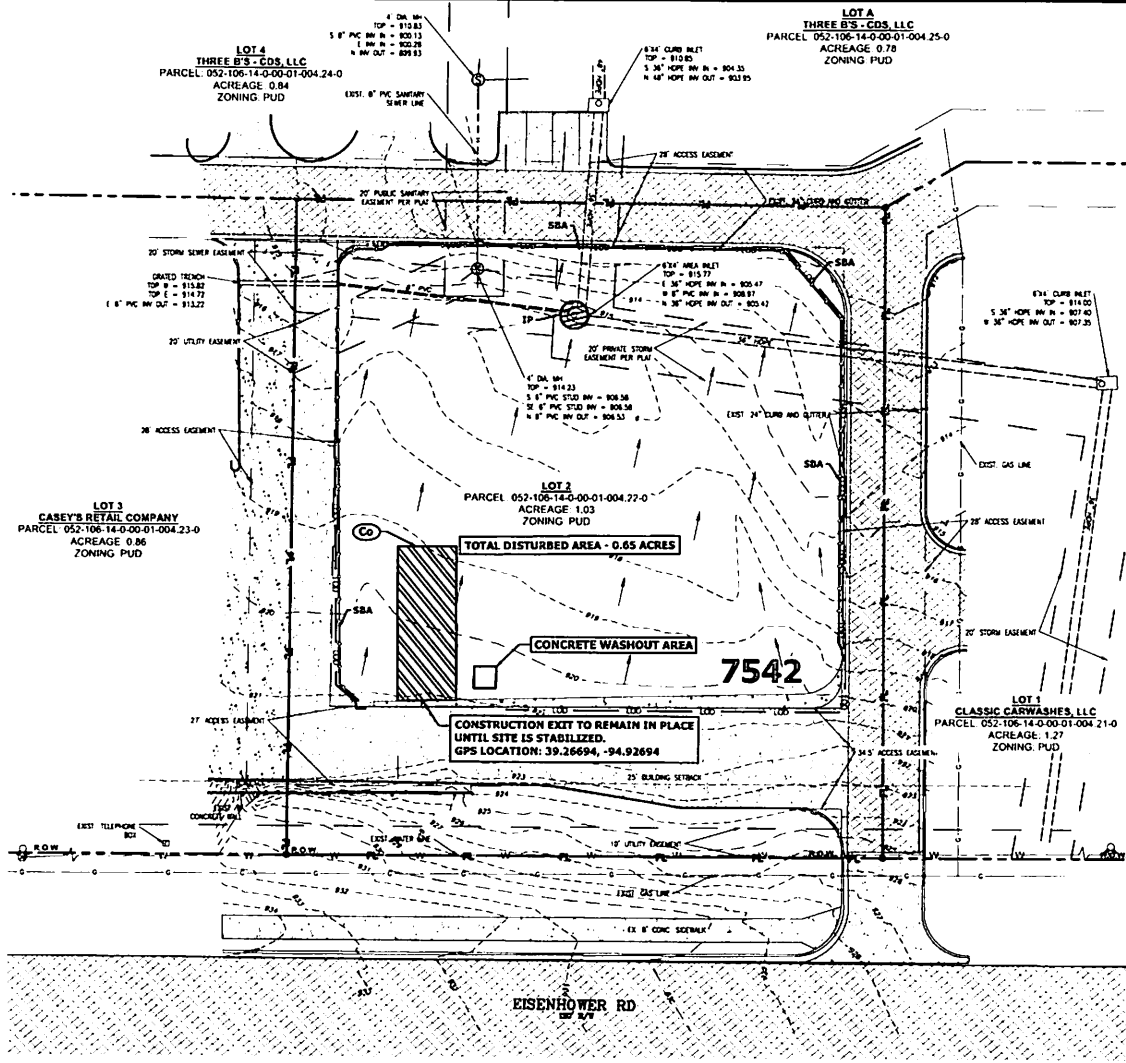


1. CONCRETE IS CAST IN PLACE AS REQUIRED BY DESIGN.
2. ALL TRENCH DRAIN FRAMES AND ALL TRENCH DRAIN COVERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THE TRENCH DRAIN COVERS SHALL BE ELEVATED BY 1/4\"/>

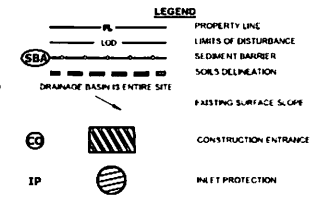
TRENCH DRAIN
 SCALE: NTS



CROSS-SECTION A-A
 SCALE: 3/4\"/>



PREPARED FOR:
 BEL INVESTMENTS I EAVENWORTH, KS, LLC
 2862 DAUPHIN ST
 MOBILE, AL 36606
 PHONE: 251.460.0069
 FAX: 251.460.0706



SOIL MAP LEGEND	
Map Unit Symbol	Map Unit Name
7542	Sharpsburg sly, 1 to 8 percent slope, erodible

- ES&PCC GENERAL NOTES**
1. DETENTION FACILITIES SHALL BE LOCATED ON-SITE.
 2. EROSION & SEDIMENT CONTROL MEASURES SHALL BE ESTABLISHED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITIES ON-SITE. ALL EROSION & SEDIMENT CONTROL FACILITIES SHALL BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
 3. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES & IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SOURCE.
 4. ALL STORM DRAIN OUTLET APRONS SHALL BE CONSTRUCTED WITH NO SLOPE (0%) WITH NO OVERFALL AT THE END.
 5. ANY AMENDMENT OR REVISION TO THE ES&PCC PLAN THAT WILL AFFECT BMPs WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL AND APPROVED BY THE PERMITTING AUTHORITY.
 6. STORMWATER PUMPS FROM THE ADJACENT PARCEL AS EXISTING.
 7. CONTRACTOR TO LOCATE CONCRETE WASHDOWN AREA & FOR CONCRETE IN A CONVENIENT LOCATION FOR USE BY ALL PERSONNEL, INCLUDING SUBCONTRACTORS AND UTILITY COMPANIES WASHOUT FACILITY TO BE PER DETAIL OR APPROVED EQUAL. ON-SITE WASHOUT OF CONCRETE IS PROHIBITED.
 8. EROSION CONTROL MATTING TO BE USED ON ALL SLOPES 3:1 OR GREATER.
 9. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES.
 10. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD OF GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

- EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN - INITIAL PHASE A**
- INITIAL PHASE "A" OF CONSTRUCTION TO INCLUDE:
- PERFORM TO STAFF OF CONSTRUCTION CONTRACTOR SHALL SCHEDULE A PRELIMINARY CONSTRUCTION MEETING WITH THE LOCAL PERMITTING AGENCY.
 - INSTALLATION OF CONSTRUCTION EXIT
 - GETTING AND CHANGING OF EROSION AS REQUIRED TO INSTALL PERMIT TO BE 1:1 FENCE
 - ALL TREES REMOVED NOT HARVESTED FOR TIMBER SHALL BE GROUND AND PLACED ON THE ENCLOSED ROWS OF 24" FENCE
 - INSTALLATION OF PERIMETER 24" FENCE
 - 4' LONG BUSH BRUSHES 8" TO 10" DIA. TO BE PLACED ON SITE, 10' FROM THE ALIGNED. THE SPACING SHALL BE 10' IF THE CONSTRUCTION SITE, THE PERIMETER, AND THE CONTACT PERSONS, AND TELEPHONE NUMBERS.
 - CONTRACTOR TO LOCATE CONCRETE WASHOUT AREA



THIS PLAN DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY OR A WARRANTY OF ANY KIND. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED HEREON.

Date:	
Drawn by:	
Checked by:	
Scale:	AS SHOWN
Job #:	11-000

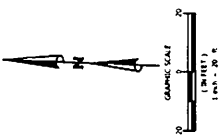


THIS PLAN AND SPECIFICATIONS SHALL BE CONSIDERED AS PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY RECORDS AND AS-BUILT DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY RECORDS AND AS-BUILT DRAWINGS.

IF THIS LAND DOES NOT MEASURE TO THE DIMENSIONS SHOWN ON THIS DRAWING, THE DIMENSIONS SHOWN ON THIS DRAWING SHALL CONTROL.

Sheet No.	
Date	08/11/2020
Drawn by	ES&PCP
Checked by	
Scale	AS SHOWN

ES&PCP
GRADING PHASE

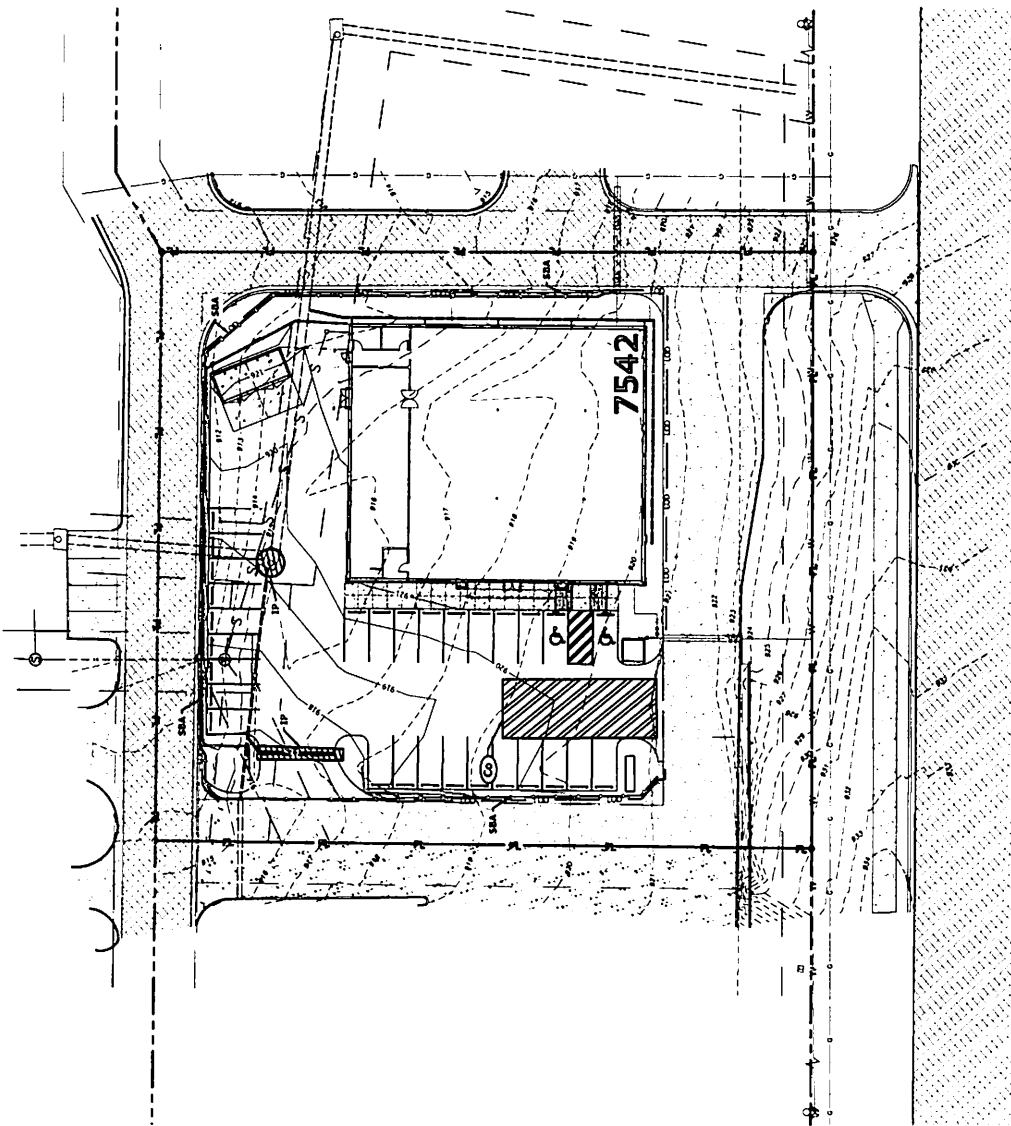


PREPARED FOR:
REI INVESTMENTS LEAVENWORTH, KS, LLC
1000 W. 10TH ST.
MOBILE, AL 36608
PHONE: 251-460-0069
FAX: 251-460-0206

- LEGEND**
- PROPERTY LINE
 - LIMITS OF DISTURBANCE
 - SEEDMENT BARRIER
 - SOILS DELINEATION
 - DRAINAGE BASIN IS ENTIRE SITE
 - CONSTRUCTION ENTRANCE
 - INLET PROTECTION

SOIL MAP LEGEND

Soil Unit Symbol	Soil Unit Name
7542	Durham's City Clay, 1 to 2 percent slope, stony



EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN - GRADING PHASE B

- GRADING PHASE "B" OF CONSTRUCTION TO INCLUDE:
- DEMOLITION AND REMOVAL OF EXISTING CONSTRUCTION
 - CLEARING AND REMOVAL OF EXISTING VEGETATION
 - CLEARING REMAINING SITE AREAS
 - PHASE B.1: PREPARE CONSTRUCTION SITES
 - PHASE B.2: CONSTRUCT EROSION CONTROL MEASURES
 - PHASE B.3: CONSTRUCT UTILITY WATER SEWER GAS (E.C. TELEPHONE), SANITARY AND SEWERAGE
 - PHASE B.4: CONSTRUCT CONCRETE DRIVEWAYS
 - PHASE B.5: CONSTRUCT CONCRETE SIDEWALKS
 - PHASE B.6: CONSTRUCT CONCRETE DRIVEWAYS
 - PHASE B.7: CONSTRUCT CONCRETE SIDEWALKS
 - PHASE B.8: CONSTRUCT CONCRETE DRIVEWAYS
 - PHASE B.9: CONSTRUCT CONCRETE SIDEWALKS
 - PHASE B.10: CONSTRUCT CONCRETE DRIVEWAYS
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 - PHASE B.12: CONSTRUCT CONCRETE DRIVEWAYS
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 - PHASE B.14: CONSTRUCT CONCRETE DRIVEWAYS
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 - PHASE B.94: CONSTRUCT CONCRETE DRIVEWAYS
 - PHASE B.95: CONSTRUCT CONCRETE SIDEWALKS
 - PHASE B.96: CONSTRUCT CONCRETE DRIVEWAYS
 - PHASE B.97: CONSTRUCT CONCRETE SIDEWALKS
 - PHASE B.98: CONSTRUCT CONCRETE DRIVEWAYS
 - PHASE B.99: CONSTRUCT CONCRETE SIDEWALKS
 - PHASE B.100: CONSTRUCT CONCRETE DRIVEWAYS

1. EROSION CONTROL MEASURES SHALL BE LOCATED ON-SITE.
2. EROSION & SEDIMENT CONTROL MEASURES SHALL BE ESTABLISHED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITIES ON SITE. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
3. EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR REDUCE EROSION.
4. ALL STORM DRAIN OUTLET APPROX SHALL BE CONSTRUCTED WITH NO SLOPE OR PA WITH NO OVERFALL AT THE END OF THE DRAINAGE BASIN.
5. STORMWATER RUNOFF FROM THE SITE DRAINS TO THE ADJACENT PARCEL, AS PRE-EXISTING FLOWS.
6. STORMWATER RUNOFF FROM THE SITE DRAINS TO THE ADJACENT PARCEL, AS PRE-EXISTING FLOWS.
7. STORMWATER RUNOFF FROM THE SITE DRAINS TO THE ADJACENT PARCEL, AS PRE-EXISTING FLOWS.
8. STORMWATER RUNOFF FROM THE SITE DRAINS TO THE ADJACENT PARCEL, AS PRE-EXISTING FLOWS.
9. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES.
10. ANY DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION WITHIN 14 DAYS OF COMPLETION OF CONSTRUCTION.

Family Dollar Leavenworth, KS
Drainage Calcs

12" PVC (NW Corner of Site)

A = 0.93 Ac

C = 0.90

I = 5.6"/hr

Q = 4.7 cfs

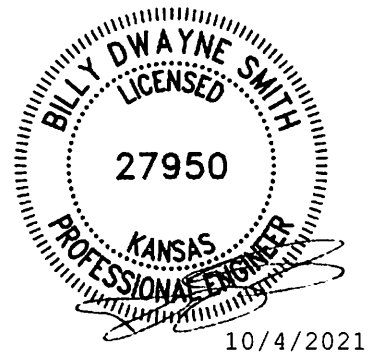
12" HDPE (NE Corner of Site)

A = 0.39 Ac

C = 0.90

I = 5.6"/hr

Q = 2.0 cfs



10/4/2021

Culvert Report

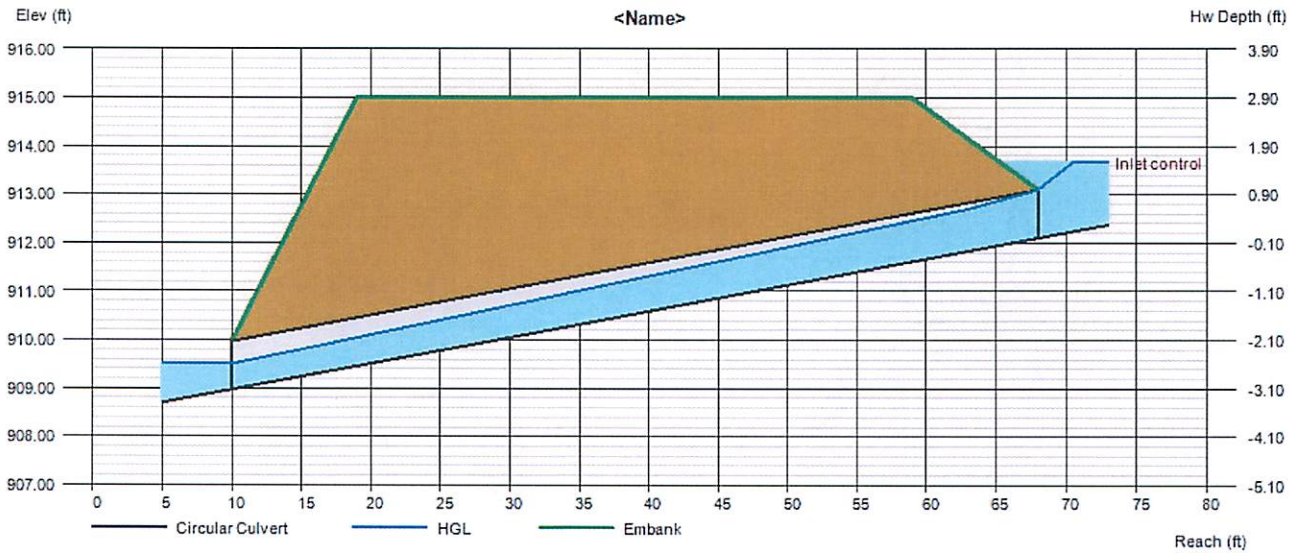
12 IN PVC NW Corner of Site (Trench Drain Outfall Pipe)

Invert Elev Dn (ft)	=	908.97
Pipe Length (ft)	=	58.00
Slope (%)	=	5.40
Invert Elev Up (ft)	=	912.10
Rise (in)	=	12.0
Shape	=	Circular
Span (in)	=	12.0
No. Barrels	=	1
n-Value	=	0.012
Culvert Type	=	Circular Culvert
Culvert Entrance	=	Smooth tapered inlet throat
Coeff. K,M,c,Y,k	=	0.534, 0.555, 0.0196, 0.9, 0.2

Embankment	
Top Elevation (ft)	= 915.00
Top Width (ft)	= 40.00
Crest Width (ft)	= 30.00

Calculations	
Qmin (cfs)	= 4.70
Qmax (cfs)	= 4.70
Tailwater Elev (ft)	= 909.42

Highlighted	
Qtotal (cfs)	= 4.70
Qpipe (cfs)	= 4.70
Qovertop (cfs)	= 0.00
Veloc Dn (ft/s)	= 11.13
Veloc Up (ft/s)	= 6.32
HGL Dn (ft)	= 909.50
HGL Up (ft)	= 913.00
Hw Elev (ft)	= 913.67
Hw/D (ft)	= 1.57
Flow Regime	= Inlet Control



Culvert Report

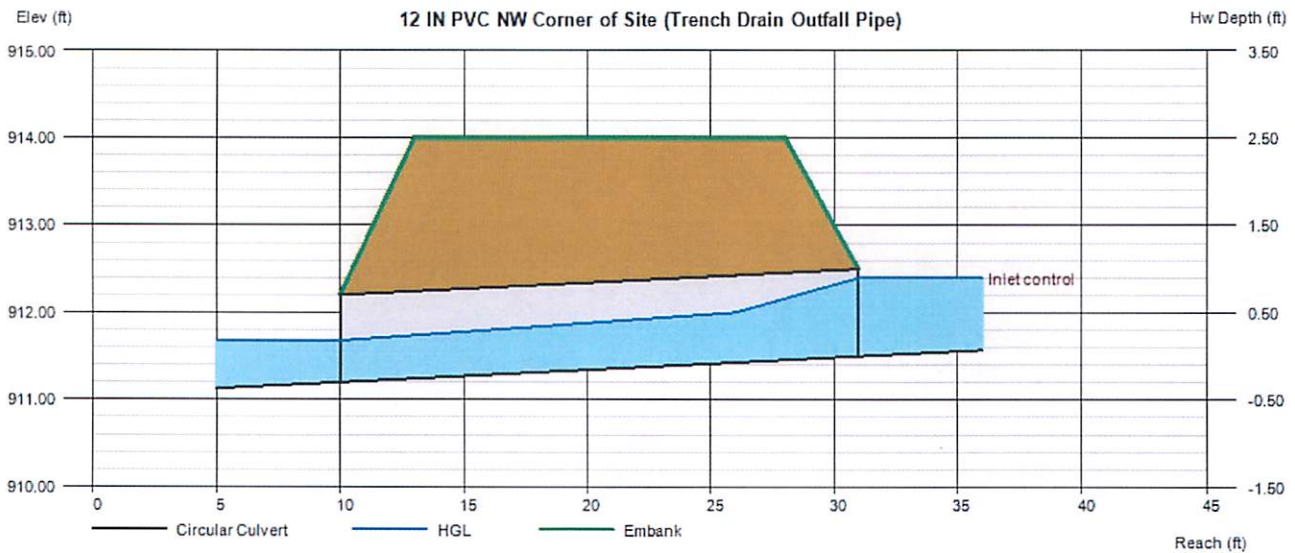
12 IN HDPE NE Corner of Site

Invert Elev Dn (ft)	= 911.20
Pipe Length (ft)	= 21.00
Slope (%)	= 1.43
Invert Elev Up (ft)	= 911.50
Rise (in)	= 12.0
Shape	= Circular
Span (in)	= 12.0
No. Barrels	= 1
n-Value	= 0.012
Culvert Type	= Circular Culvert
Culvert Entrance	= Smooth tapered inlet throat
Coeff. K,M,c,Y,k	= 0.534, 0.555, 0.0196, 0.9, 0.2

Embankment	
Top Elevation (ft)	= 914.00
Top Width (ft)	= 15.00
Crest Width (ft)	= 10.00

Calculations	
Qmin (cfs)	= 2.00
Qmax (cfs)	= 2.00
Tailwater Elev (ft)	= 909.42

Highlighted	
Qtot (cfs)	= 2.00
Qpipe (cfs)	= 2.00
Qovertop (cfs)	= 0.00
Veloc Dn (ft/s)	= 5.41
Veloc Up (ft/s)	= 4.04
HGL Dn (ft)	= 911.68
HGL Up (ft)	= 912.10
Hw Elev (ft)	= 912.40
Hw/D (ft)	= 0.90
Flow Regime	= Inlet Control



CITY OF LEAVENWORTH, KANSAS
LAND DISTURBANCE PERMIT BOND
BOND NO. 3273758

The Cincinnati Insurance Company as surety ("Surety"), and Bel Investments Leavenworth, KS, as principal ("Principal"), enter into and execute this Bond ("Performance Bond"), and bind themselves in favor of the City of Leavenworth, as obligee ("Beneficiary"), in the initial amount of two Thousand and five Hundredths Dollars, (\$2,500.00), (the "Penal Sum"). This bond shall become effective on 01/04/2022, and expire sixty (60) days after the permit expires.

WHEREAS, the condition of the above obligation is such that the Principal has obtained a Permit or Permits from the City for land disturbance(s) to construct a building (hereinafter "the Project"); a copy of said Permit(s) is made a part hereof by reference as if fully set out herein; and

WHEREAS, the Principal has submitted an Erosion and Sediment Control Plan in compliance with the City of Leavenworth Land Disturbance Ordinance and incorporated herein; and

WHEREAS, the Beneficiary has further required the Principal to guarantee the timely restoration of the public right-of-way and of any public or private improvements damaged, disturbed, or harmed by the Project, including restoration of improved or unimproved surfaces to a neat and presentable condition, and removal of debris, excess dirt, or materials, in such a manner that the same shall endure without defects in materials and workmanship, all as required by the Erosion and Sediment Control Plan and/or Leavenworth Land Disturbance Ordinance, (hereinafter collectively referred to and known as the "Required Restoration").

The Surety and the Principal, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree:

- 1) If Principal shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Project in accordance with the terms of the Erosion and Sediment Control Plan and/or Leavenworth Land Disturbance Ordinance, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.
- 2) If Principal fails to perform and abide by any such obligations hereunder in any respect or if the Project requires repairs or maintenance then the Surety shall either promptly remedy such failure to the satisfaction of the City or shall within fourteen (14) days from the date of written notice from the City pay to City sufficient funds to pay the cost of such compliance and other costs and damages for which the Surety may be liable hereunder, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect and/or the necessary repair and maintenance and attorney fees incurred in the collection of this Bond.
- 3) All notices to the Surety, the Principal or the Beneficiary must be delivered in person or otherwise given in writing to such party at the following address set forth below:

SURETY

Name: The Cincinnati Insurance Company
Attention:
Street: 6200 S Gilmore Rd,
City, Fairfield, OH
ZIP: 45014
Fax:

PRINCIPAL

Name: Bel Investments Leavenworth, KS, LLC
Attention:
Street: 2862 Dauphin Street
City, State Mobile, AL
ZIP: 36606
Fax:

BENEFICIARY

City of Leavenworth, Kansas
City Hall
Attn: _____
100 N. 5th Street
Leavenworth, Kansas 66048

5) This bond may be terminated at any time by the Surety upon sending notice in writing to the Principal and Beneficiary and at the expiration of thirty (30) days from the mailing of said notice, this bond shall terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to that date.

6) This Land Disturbance Permit Bond shall be governed by, and construed solely in accordance with, the laws of the State of Kansas without regard to its conflict of law's provisions.

7) In the event any legal action shall be filed upon this Land Disturbance Permit Bond, venue shall lie exclusively in the District Court of Leavenworth County, Kansas.

IN TESTIMONY WHEREOF, said Principal has hereunto set his/her hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at
on this, the 4 day of January, 2022

Principal

Business Address

By _____

Corporate Surety

The Cincinnati Insurance Company

Business Address

6200 S. Gilmore Rd
Fairfield, OH 45014

By M. Allen Chapman

ATTEST:

Attorney-in-fact

Title Vice President

By M. Allen Chapman

Agent

Title
1141 Montlimar Drive Ste. 2500 Mobile, AL 36609

Address

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

M. Allen Chapman; Christine Kennedy; Joy Ison Deupree and/or Amanda Jones

of Mobile, Alabama

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

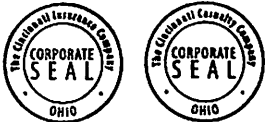
Any such obligations in the United States, up to
Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



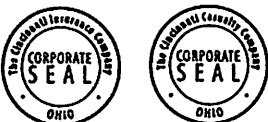
Keith Collett

Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 4 day of January, 2022.



Ed H.

CITY OF LEAVENWORTH, KANSAS
LAND DISTURBANCE PERMIT BOND
BOND NO. 3273758

The Cincinnati Insurance Company as surety ("Surety"), and Bel Investments Leavenworth KS, LLC as principal ("Principal"), enter into and execute this Bond ("Performance Bond"), and bind themselves in favor of the City of Leavenworth, as obligee ("Beneficiary"), in the initial amount of two Thousand and five Hundredths Dollars, (\$2,500.00), (the "Penal Sum"). This bond shall become effective on 01/04/2022, and expire sixty (60) days after the permit expires.

WHEREAS, the condition of the above obligation is such that the Principal has obtained a Permit or Permits from the City for land disturbance(s) to construct a building (hereinafter "the Project"); a copy of said Permit(s) is made a part hereof by reference as if fully set out herein; and

WHEREAS, the Principal has submitted an Erosion and Sediment Control Plan in compliance with the City of Leavenworth Land Disturbance Ordinance and incorporated herein; and

WHEREAS, the Beneficiary has further required the Principal to guarantee the timely restoration of the public right-of-way and of any public or private improvements damaged, disturbed, or harmed by the Project, including restoration of improved or unimproved surfaces to a neat and presentable condition, and removal of debris, excess dirt, or materials, in such a manner that the same shall endure without defects in materials and workmanship, all as required by the Erosion and Sediment Control Plan and/or Leavenworth Land Disturbance Ordinance, (hereinafter collectively referred to and known as the "Required Restoration").

The Surety and the Principal, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree:

- 1) If Principal shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Project in accordance with the terms of the Erosion and Sediment Control Plan and/or Leavenworth Land Disturbance Ordinance, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.
- 2) If Principal fails to perform and abide by any such obligations hereunder in any respect or if the Project requires repairs or maintenance then the Surety shall either promptly remedy such failure to the satisfaction of the City or shall within fourteen (14) days from the date of written notice from the City pay to City sufficient funds to pay the cost of such compliance and other costs and damages for which the Surety may be liable hereunder, including but not limited to the costs of consultants and/or engineering investigations, testing, analysis and any other costs incurred to determine the cause of defect and/or the necessary repair and maintenance and attorney fees incurred in the collection of this Bond.
- 3) All notices to the Surety, the Principal or the Beneficiary must be delivered in person or otherwise given in writing to such party at the following address set forth below:

SURETY

Name: The Cincinnati Insurance Company
Attention:
Street: 6200 S Gilmore Rd,
City: Fairfield, OH
ZIP: 45004
Fax:

PRINCIPAL

Name: Bel Investments Leavenworth KS, LLC
Attention:
Street: 2862 Dauphin Street
City, State Mobile, AL
ZIP: 36608
Fax:

BENEFICIARY

City of Leavenworth, Kansas
City Hall
Attn: _____
100 N. 5th Street
Leavenworth, Kansas 66048

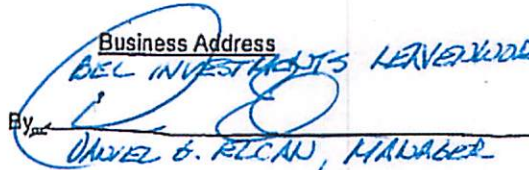
5) This bond may be terminated at any time by the Surety upon sending notice in writing to the Principal and Beneficiary and at the expiration of thirty (30) days from the mailing of said notice, this bond shall terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to that date.

6) This Land Disturbance Permit Bond shall be governed by, and construed solely in accordance with, the laws of the State of Kansas without regard to its conflict of law's provisions.

7) In the event any legal action shall be filed upon this Land Disturbance Permit Bond, venue shall lie exclusively in the District Court of Leavenworth County, Kansas.


IN TESTIMONY WHEREOF, said Principal has hereunto set his/her hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at
on this, the 4 day of January, 2022

Principal

Business Address
BEL INVESTMENTS LEAVENWORTH, KS, LLC
By: 
DANIEL B. RICAU, MANAGER

Corporate Surety

The Cincinnati Insurance Company

Business Address
6200 S. Gilmore Rd
Fairfield, OH 45014
By: 

ATTEST:

Attorney-in-fact

Title Vice President

By M. Allen Chapman

Agent

Title
1141 Montlimar Drive Ste. 2500 Mobile, AL 36609

Address

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of the bond.)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

M. Allen Chapman; Christine Kennedy; Joy Ison Deupree and/or Amanda Jones

of Mobile, Alabama

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Justice

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 4 day of January, 2022.



Ed H.

BEL Investments, Leavenworth, KS, LLC

2862 Dauphin Street

Mobile, AL 36606

(251) 460-0069

thaney@elcaninc.com

Point of Contact: Timothy Haney

Project Name: BEL Investments Leavenworth, KS, LLC

Date: 3-14-22

Project Location: 940 Eisenhower Rd, Leavenworth, KS

Parcel: 1061400001004220

Change Of General Contractor:

Mrs. Gabbert,

We are the owners of the parcel located at 940 Eisenhower Rd in Leavenworth, KS.

The original building permit was issued under the general contractor's name of Waverly Construction at 50 North Florida, Street in Mobile, AL.

We have cancelled the contract with Waverly Construction and now have an agreement with Brooks Kussman with Romark Construction Enterprises, Inc. at 5656 Wadsworth Rd, Dayton, OH 45414-3412.

There contact information is Mr. Brooks Kussman, President, (937) 387-7220 Office and (937) 287-7007 Mobile.

Attached is a copy of the original building permit and ALTA owner's policy of title insurance showing BEL Investments Leavenworth, KS, LLC (Elcan & Associates, Inc.) as owner of the parcel/property listed above.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized initial 'D' followed by a long, sweeping horizontal line.

Daniel G Elcan, Managing Partner



City of Leavenworth

100 N. 5th St.
Leavenworth, KS 66048
(913)684-0378

Building Permit

Application Number 10430
Date 01/20/2022
Permit Type NEW MERCANTILE/STORE

PARCEL NUMBER	STREET ADDRESS
1061400001004220	940 EISENHOWER ROAD

ZONE CODE	JURISDICTION
PUD	LEAVENWORTH

OWNER INFORMATION		APPLICANT INFORMATION	
NAME:	HGS DEVELOPERS LLC	NAME:	ANCHOR DBG
ADDRESS:	Attn: GIBBS, MATT 5925 BEVERLY AVE MISSION, KS 66202	ADDRESS:	50 N. FLORIDA ST
PHONE:		PHONE:	251-459-8460

CONTRACTOR INFORMATION	
NAME:	WAVERLY CONSTRUCTION
ADDRESS:	50 N. FLORIDA ST
PHONE:	
LICENSE NUMBER:	
LICENSE EXP. DATE:	
INSURANCE EXP. DATE:	

BUILDING INFORMATION	
PROPOSED USE:	MERCANTILE
CONSTRUCTION TYPE:	
NUMBER OF STORIES:	
ESTIMATED COST OF CONSTRUCTION:	\$952,110.00
HEATED SQ. FT.:	
UNHEATED SQ. FT.:	
GARAGE SQ. FT.:	
NUMBER OF STORIES:	

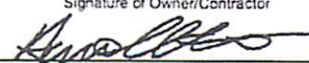
PROJECT DESCRIPTION	SCOPE OF WORK
NEW MERCANTILE/STORE	CONSTRUCT NEW 9000SF COMMERCIAL BUILDING WITH PARKING

PERMIT DETAILS:

FOOTINGS MUST FOLLOW RECOMMENDATIONS OF GEOTECH REPORT
 BUILDING STEEL PACKAGE WILL BE A DEFERRED SUBMITTAL SUBJECT TO REVIEW

I, the undersigned, hereby agree to comply with all applicable laws regulating the work. I have also received a copy of this document and understand that it is my responsibility to inform this office of any change of contractor by completing and submitting a change of contractor form if necessary. Separate permits are required for electrical, plumbing, heating, ventilating or air conditioning. It is the responsibility of the owner/applicant to identify and abide by all easements, covenants and other regulations related to land use that may be affected by the construction work for which this permit is issued.

ANY PERMIT ISSUED EXPIRES 180 DAYS AFTER ISSUANCE IF NO WORK HAS COMMENCED.
 ANY PERMIT ISSUED SHALL EXPIRE 180 DAYS AFTER ISSUANCE IF THE WORK IS DISCONTINUED FOR 180 DAYS.

 Signature of Owner/Contractor


 Signature of Approving Official

Permit Number	12160
Total Fees	\$6,092.00

ORIGINAL COPY

ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Policy Number:

210220

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

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ALTA Owner's Policy w-KS and MO Mod (06/17/2006)



- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company
6700 College Blvd.
Overland Park, KS 66211

Countersigned By:

Authorized Officer or Agent
Jim Hemenway, President



Chicago Title Insurance Company

By:

Randy Quirk, President

Attest:

Marjorie Nemzura, Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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SCHEDULE A

Name and Address of Title Insurance Company: Chicago Title Insurance Company
6700 College Blvd.
Overland Park, KS 66211

Address Reference: Commercial Centre, Leavenworth, KS 66043

Date of Policy	Amount of Insurance
December 22, 2021 at 02:53 PM	\$285,000.00

1. Name of Insured:

BEL Investments Leavenworth, KS, LLC, an Alabama limited liability company

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple as to Tract 1; Easement as to Tract 2

3. Title is vested in:

BEL Investments Leavenworth, KS, LLC, an Alabama limited liability company

4. The Land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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ALTA Owner's Policy w-KS and MO Mod (06/17/2006)



EXHIBIT "A"
Legal Description

TRACT 1:

Lot 2, 3B's Commercial Centre, a subdivision in the City of Leavenworth, Leavenworth County, Kansas, according to the recorded plat thereof.

TRACT 2:

Non-exclusive reciprocal easement for ingress and egress created by Easement Agreement dated February 22, 2005 and recorded February 25, 2005 in Book 942, Page 2079. Subject to the terms, provisions and conditions set forth in said instrument.



**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. INTENTIONALLY DELETED
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable November 1, 2022.
8. The following ordinance or resolution creating a district with the power to impose special assessments against the Land has been recorded in conformity with K.S.A. 40-1134: None

Special assessments, if any, levied by the City of Leavenworth, Kansas, which are not due and payable at the office of the County Treasurer.
9. Building lines, restrictions, utility, drainage, storm sewer, sanitary sewer, and waterline easements shown on the plat, 3B'S COMMERCIAL CENTRE, recorded January 4, 2005 in [Plat Book 15 at Page 89](#).
10. Easement granted to 3B's Commercial Centre by the instrument recorded in [Book 939 at Page 1491](#).
11. Easement granted to 3Bs/CDS, LLC by the instrument recorded in [Book 942 at Page 86](#).
12. Easement granted to 3Bs/CDS, LLC by the instrument recorded in [Book 942 at Page 2074](#).
13. Terms, provisions and easements of Easement Agreement for ingress and egress dated February 22, 2005, executed by and between Casey's Retail Company and 3 BS/CDS, LLC, recorded February 25, 2005 in [Book 942, Page 2079](#).
14. State court judgments, state tax liens, and federal tax liens, if any, against the party(ies) to be insured as owner(s).
15. Tenancy rights, either as month to month or by virtue of written leases, of persons now in possession of any part of the Land.
16. Leavenworth City Board of Zoning Appeals filed at Doc. No. [2021R-10303](#).
17. A mortgage to secure an indebtedness as shown below

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**SCHEDULE B
EXCEPTIONS FROM COVERAGE**
(continued)

Amount: \$1,728,000.00
Dated: December 22, 2021
Mortgagor: BEL Investments Leavenworth, KS, LLC
Mortgagee: Bankplus
Recording Date: December 22, 2021
Recording No: 2021R15214.

END OF SCHEDULE B

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ALTA Owner's Policy w-KS and MO Mod (06/17/2006)



CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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ALTA Owner's Policy w-KS and MO Mod (06/17/2006)



(continued)

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

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ALTA Owner's Policy w-KS and MO Mod (06/17/2006)



(continued)

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. THIS SECTION IS INTENTIONALLY DELETED**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

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ALTA Owner's Policy w-KS and MO Mod (06/17/2006)



(continued)

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

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FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

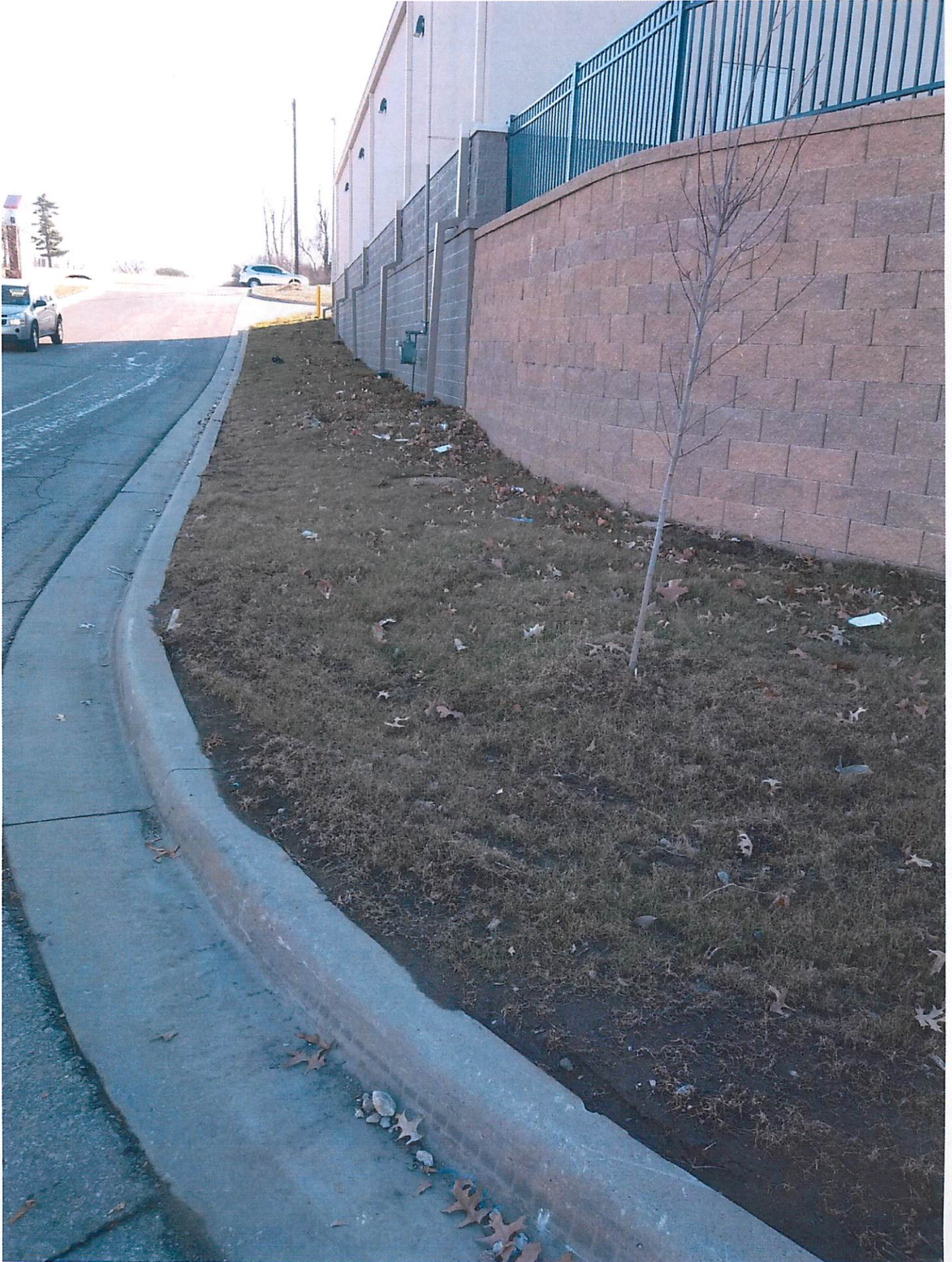
If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer









Address 940 LITSEN HOWER

Final Inspection of Erosion and Sediment Control

LDP Number 10207 Description DOWN TREE Owner/Contractor BZL / Romark
Date 1/10/23 Time 1000 City Inspector MARK KNORR

Project Overview

- How Many Acres Total Does the Project Disturb? 2.1
- Project Start Date 10/5/21 Project End Date 1/10/23

Paperwork

- Is the SWPPP Notebook onsite? Yes No N/A
- Has a copy of the SWPPP been given to City staff Yes No N/A

Final Site Preparation*

- Has the concrete wash-out area been cleaned? Yes No N/A
- Is the site free of construction trash? Yes No N/A
(cups, lunch sacks, material packaging, wood debris, etc.)
- Have perimeter sediment controls been taken down? Yes No N/A
- Have indications of the construction limits been taken down? (fencing, staking, physical barriers) Yes No N/A
- Has all the dirt on the site been covered? Yes No N/A
- Have appropriate grasses/sod/trees been planted? Yes No N/A
- Have the plants accepted? Yes No N/A
- Have gutters and streets been cleaned of soil/trash? Yes No N/A
- Have all erosion controls been removed? Yes No N/A
- Has all erosion control has been removed from City Right of way Yes No N/A

* Must be "yes" or N/A in order for inspection to be "satisfactory".

Approval

City staff initial for approval:

A Compliance Certificate will be submitted, as this site has met all the requirements of the City of Leavenworth's General Guidelines for Stormwater and Drainage standards.

A Compliance Certificate will not be submitted until all above requirements of the City of Leavenworth's General Guidelines for Stormwater and Drainage standards have been met. The items below must be completed in order to have a satisfactory inspection:

1. _____
2. _____
3. _____
4. _____