

AMENDMENT TO THE AGREEMENT OF July 13, 2022
CONCERNING THE DEVELOPMENT OF CHAPEL LANDING 5TH,
AN ADDITION TO THE CITY OF BEL AIRE, SEDGWICK COUNTY KANSAS

This Agreement Amendment is made and entered into by Woodlawn 53 LLC, a Kansas Limited Liability Company (Developer) and the City of Bel Aire, KS, a Kansas municipal corporation (City).

Whereas, Developer has platted a tract of land referred to as Chapel Landing 5th, Bel Aire, Sedgwick County, KS, and

Whereas, Developer and City executed the original Agreement governing how this platted tract will be developed, and

Whereas, Developer wishes to construct approximately 235' of Central Park Avenue, as currently shown in the Chapel Landing 5th plat, in a manner which is consistent with the original Agreement while directly paying for the improvements necessary for the requested street extension, and

Whereas City is agreeable to this modification on the terms proposed below:

Therefore, in consideration of the mutual covenants contained in this Agreement Amendment, Developer and City agree:

1. City will approve the Developer's plan to extend an existing street defined within the original street plan for a distance of approximately 100 feet, as indicated in the attached Exhibit A drawing, to be built on property dedicated by Developer as public right of way with utility easements as required.
2. Developer will directly perform all engineering design, construction and provide inspection by an Engineer approved by the City, all conforming to City specifications, and local, state and federal laws as necessary to complete this street extension. This conformance requirement shall apply for all water mains, sanitary sewer mains, storm water systems, curbing, guttering, sidewalks, lighting, paving and any other construction and improvements necessary to extend the street designated in Exhibit A in a manner consistent with the previously approved infrastructure. Once the infrastructure improvements are constructed, inspected and approved, including the movement or protection of any existing utilities, Developer shall transfer all such infrastructure to and it shall become the property of the City of Bel Aire, KS, without cost to the City and Developer shall warrant good and clear title to the same for the benefit of the City.

3. The street extension indicated in Exhibit A shall also be designed to comply with the existing drainage plan, the parking plan, the lighting plan and the landscaping plan for Chapel Landing 5th, whether in place or contemplated.
4. The Developer shall directly pay one hundred percent (100%) of the cost of the engineering design, construction and construction inspection, and not seek inclusion of the same in funding already petitioned from the City governing body. The Developer shall indemnify and hold the City harmless from any liability from damages that may arise out of or result from construction activities on the site.
5. The parties intend that this Agreement Amendment replace the “Infrastructure Petition and Installation” section of the original Agreement of July 13, 2022 and that it supersedes all mentions in that original Agreement to any funding of improvements but only for the street extension described in Exhibit A. In all other respects, the original Agreement remains in full force and effect.
6. Developer hereby ratifies the original Agreement executed by its sole member, done at that time with full authority, irrespective of his designation on the signature line of the original Agreement which may appear to have been done in his individual capacity. Woodlawn 53 LLC recognizes all provisions of the original Agreement as binding upon it.

[Remainder of this page intentionally left blank]

This Agreement Amendment is hereby executed this _____ day of March, 2026.

Woodlawn 53 LLC,

Randel M. Harder, Sole Member of
Woodlawn 53 LLC, Developer of
Chapel Landing 5th, Bel Aire, Sedgwick Co. KS

ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 17th day of March, 2026.

SIGNED by the Mayor on this _____ day of March, 2026.

CITY OF BELAIRE, KANSAS

Jim Benage, Mayor

ATTEST:

Melissa Krehbiel, City Clerk

APPROVED AS TO FORM ONLY:

Maria A. Schrock, City Attorney

Acknowledgements

Be it known to all persons that on this _____ day of _____, 2026 before me, a notary public, came Randel M. Harder, who is known to me and who personally acknowledged his authorized execution of the forgoing Agreement Amendment as the sole member of Woodlawn 53 LLC, the Developer of Chapel Landing 5th, Bel Aire, Sedgwick County, Kansas.

My appointment expires:

Notary Public

Be it known to all persons that on this _____ day of _____, 2026 before me, a notary public, came Jim Benage, who is known to me and who personally acknowledged his authorized execution of the forgoing Agreement Amendment as the Mayor of the City of Bel Aire, Sedgwick County, Kansas.

My appointment expires:

Notary Public

Incorporated Attachment: Exhibit A

Location of street extension

EXHIBIT A

Location of Street Extension

