

**SUPPLEMENTAL AGREEMENT TO THE DEVELOPMENT AGREEMENT
FOR BEL AIRE LAKES ADDITION,
AN ADDITION TO BEL AIRE, SEDGWICK COUNTY, KANSAS**

This Supplemental Agreement is entered into by and between Sham Way LLC, a Kansas Limited Liability Company (Developer) and the City of Bel Aire, Kansas, a Kansas municipal corporation (City).

Whereas the Developer and the City have entered into a Development Agreement setting out the requirements, obligations and standards to be applied that will govern the development of Bel Aire Lakes Addition, and

Whereas, the Developer desires to have early access to a portion of the Addition to begin construction of homes, and

Whereas, the General Contractor, Pearson Construction, Inc., responsible for installation of all municipal infrastructure is willing to accommodate that access on agreed terms limiting the nature of that access, and

Now, therefore, in consideration of the mutual covenants set out below, the Developer and the City agree as follows:

Purpose: This Supplemental Agreement does not alter the terms and conditions of the underlying Development Agreement between the parties, dated April 21, 2026, which shall continue to have full force and effect.

Bel Aire Lakes Addition Legal Description: The tract of land defined by the drawing in the attached Exhibit A falls within Bel Aire Lakes Addition, which has a pre-plating legal description as follows:

The North Half of the Southeast Quarter of Section 17, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Limited Access: Developer shall be allowed to bring construction traffic carrying construction materials, workers and equipment into Bel Aire Lakes Addition commencing on _____, 2026, but only using the existing City street connection on Toben Drive through Cedar Pass. The Developer shall be responsible for maintaining the construction access drive so soil does not track through the existing neighborhood to the south. Traffic shall be limited to construction activities which will be allowed to occur on Lots 1 through 6, Block A; Lots 1

through 14, Block E and on Lots 16 through 29, Block F, Bel Aire Lakes Addition. Construction traffic access shall be limited to Toben Drive as far north as its intersection with Melissa Avenue, on Melissa Avenue as far west as the western edge of Lot 6 E, and on Plumthicket Street from its intersection with Melissa Avenue north to the northern edge of Lot 1, Block E and Lot 29, Block F, all as shown in Exhibit A.

Partial Substantial Completion: As a precondition to the access described above, Developer requests the City to declare Partial Substantial Completion under the City's contract with Pearson Construction, Inc for the installation of all infrastructure within the scope of that contract for the areas demarcated on the attached Exhibit A.

Developer's Obligations: In addition to the obligations set out in the primary Development Agreement with the City, the Developer agrees to be responsible to perform and to finance any infrastructure installation in the area described by Exhibit A which may later be discovered to be incomplete or defective through the statutory enforcement period of the City's contract with Pearson Construction, Inc. Developer also agrees to repair any infrastructure in the Addition which is damaged by actions arising out of or resulting from the construction activities and access allowed by this Supplemental Agreement, and to do such work to the standards and within the time reasonably required by the City. Developer agrees to require all contractors who utilize the access created by this Supplemental Agreement to carry Commercial General Liability insurance in sufficient amounts and scope of coverage to address any damage to previously installed infrastructure that occurs during such contractors' period of access and to name the City of Bel Aire, Kansas as an additional insured on such policies. These policies must be approved by the Bel Aire City Attorney prior to any contractor's access to the identified lots.

Access Restrictions: Developer shall confine all construction activities to the allowed lots shown in Exhibit A. Developer shall demarcate the permitted construction area by temporary fencing at its expense, and shall provide appropriate written instructions and utilize appropriate contractual provisions with its home construction contractors to convey these limitations to all those working on and supervising the work on these permitted lots.

No Independent Rights: This Supplemental Agreement is entirely contingent upon the execution of and the timely and satisfactory performance of the primary Development Agreement between the parties. Should that Agreement fail in its execution or be breached or otherwise terminated, this Supplemental Agreement shall become void and unenforceable, with any access which may have been granted under its terms immediately ceasing.

Recording: The Developer shall file an executed copy of this Supplemental Agreement with the Sedgwick County Register of Deeds. A copy of this Supplemental Agreement showing it to have been recorded along with a copy of the recorded plat shall be furnished by the Developer to the general contractor before build permits are issued on the lots identified in Exhibit A.

Binding Effect: The terms and conditions of this Supplemental Agreement shall be binding upon the City and the Developer, their successors, representatives, agents and assigns.

This Supplemental Agreement is hereby executed this _____ day of April, 2026.

Basem Krichati, Sole Member of
Sham Way LLC, Developer of
Bel Aire Lakes Addition,
Bel Aire, Sedgwick Co. KS

This Supplemental Agreement was approved by vote of the City Council of the City of Bel Aire, Kansas on the 21st day of April, 2026 and is executed on this _____ day of April, 2026.

Jim Benage, Mayor

Incorporated Attachment: Exhibit A

Attest:

Seal:

Melissa Krehbiel, City Clerk

Approved as to form:

Maria Schrock, City Attorney

Acknowledgements

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

My appointment expires:

Notary Public