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ADDENDUM TO PINEHURST LAKE AGREEMENT

THIS AGREEMENT ADDENDUM is made and entered into this 1st day of November, 1993, by and between the PINEHURST HOMES ASSOCIATION (hereinafter referred to as Pinehurst), and the CITY OF OVERLAND PARK, KANSAS (hereinafter referred to as the City).

WHEREAS, by Agreement dated the 8th day of July, 1991 and filed of record at Volume 3410, Page 248, Johnson County Register of Deeds, the City agreed to pay to Pinehurst the sum of not to exceed \$11,000 for drop inlets and catch basins between the curb on Antioch Road and the Pinehurst Lake (hereinafter referred to as the "Lake") to provide sediment control for the Lake; and

WHEREAS, Pinehurst has determined that silt retention walls are more desirable than drop inlets and catch basins for its desired purpose and has requested a modification of the July 8, 1991 agreement to reflect the change.

IT IS THEREFORE understood and agreed as follows:

1. The City will pay a sum, not to exceed \$11,000.00, from City contingency funds, for the purpose of constructing poured concrete silt retention walls at locations to be specified by Pinehurst to be used for sediment control of the Lake.
2. Pinehurst will contract privately for and have executed the above-described work, with the City's only participation being payment of not to exceed the above-written sum.

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD

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SARA F. ULLMANN
REGISTER OF DEEDS

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3. It is understood that the City has had no input into the design of the sediment control and has no opinion as to the sufficiency of the design to achieve the desired results.
4. It is fully understood by and between the parties that the City's financial participation is a one-time only contribution and that by allocating this money and joining in the maintenance effort, the City is in no way accepting past, present or on-going maintenance responsibility for the Lake.
5. Pinehurst, in accepting the City's financial contribution, acknowledges that the City has no legal responsibility to maintain or repair the Lake and is aiding in the present effort strictly as a one-time accommodation to Pinehurst.
6. Payment will be made by the City to Pinehurst after completion of the work and certification of the same by a licensed professional engineer in the State of Kansas.
7. Pinehurst agrees to defend, indemnify and hold the City, its governing body and employees, harmless from any and all damage, loss or liability of any kind, arising out of this Agreement Addendum or the City's financial participation in the maintenance effort.
8. This document is an Addendum to the Pinehurst Lake Agreement executed by the parties on the 8th day of July, 1991 and all provisions of said Agreement not in

who are personally known to me to be the same persons who executed as such officers the foregoing instrument in writing on behalf of said corporation, and such persons duly acknowledged the execution of same to be the act and deed of said corporation.

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

Gwendolyn G. Thornton
Notary Public

My appointment expires: April 14, 1997

GWENDOLYN G. THORNTON
Notary Public State of Kansas
My Appt. Expires APRIL 14, 1997

Ret-
City of O.P.
8500 Santa Fe Drive
O.P., Mo. 66212
attn: B. Harrington

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