

FIRST AMENDMENT TO DEVELOPER AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPER AGREEMENT (“Amendment”) is entered into by and between the City of Republic Missouri (“City”) and Republic 63, LLC (“Developer”) as of the latest date shown with the signatures affixed hereto below. City and Developer are sometimes referred to herein individually as the “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, City is a municipal corporation and Charter City located in Greene County, Missouri; and

WHEREAS, Developer is a Missouri Limited Liability Company; and

WHEREAS, Developer is the owner of real property in the City of Republic located at 2561 South State Highway MM, legally described in Exhibit A to the Agreement (“Property”), and is in the process of developing the Property to accommodate commercial use and operations; and

WHEREAS, the Parties entered into a Developer Agreement (“Agreement”) pursuant to which the City agreed to install certain public improvements upon the Property in exchange for agreed upon consideration from Developer; and

WHEREAS, the Parties now execute this Amendment to update the terms of payment for the City’s installation of specified public improvements under the Agreement, to be consistent with the Parties’ mutual understandings and agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Amendments to Agreement: The Parties mutually consent to amending the Agreement in the following particulars:

Paragraph 3(c)(ii) of the Agreement is amended to read as shown below:

3. Costs of the Public Improvements:

[...]

c. Utility Public Improvements:

[...]

- ii. Sanitary Sewer Public Improvements:** The City will be solely responsible for payment of costs associated with the Sanitary Sewer Improvements subject to this Agreement, includes the actual costs incurred by the City for the material expenses of the Sanitary Sewer Public Improvements, the actual expenses incurred by the City for the labor of non-City employees including contractors and subcontractors, the actual expenses incurred by the City for use of non-City owned equipment and non-City owned tools, and costs associated with utilities, transportation, taxes owed by the (including local, state and

federal), compliance with public works laws and regulations, and all other services and facilities used to complete the Sanitary Sewer Public Improvements pursuant to this Agreement. Any funds previously remitted by Developer to City for payment of the costs associated with the Sanitary Sewer Public Improvements subject to this Agreement shall be returned by City to Developer within a reasonable time following execution of this Amendment, but in no event later than ten (10) days from such execution.

[...]

2. **No Other Modification:** Except as expressly modified as set forth in Paragraph 1 of this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect without modification.

3. **Whereas Clauses:** The "Whereas" clauses stated above are expressly incorporated herein by reference as though fully set forth at length.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the last date shown for the Parties' signatures below.

REPUBLIC 63, LLC

CITY OF REPUBLIC

Name/Title: _____

David Cameron, City Administrator

Date: _____

Date: _____

Attest:

Laura Burbridge, City Clerk

Date: _____

Approved as to Form:

Megan McCullough, City Attorney

Date: _____