

AMENDMENT TO DEVELOPER AGREEMENT

THIS AMENDMENT TO DEVELOPER AGREEMENT (“Amendment”) is entered into by and between the City of Republic, Missouri (“City”), and the Iron Grain District, LLC and Magers Republic No. 3C, LLC (together, “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 in Greene County, Missouri, and

WHEREAS, Developer is a Missouri Limited Liability Company with a principal office address of 2776 S. Campbell Avenue, Springfield, Missouri 65807-3506, in good standing and licensed to do business in the State of Missouri, including Greene County, Missouri; and

WHEREAS, Developer is the owner of real property located in the City of Republic, Missouri, the legal description for which is included on **Exhibit A** to the Agreement, (“Property”), and desires to install on the Property a mixed-use commercial development to include retail, restaurant, and lodging facilities; and

WHEREAS, in or around June 2022, 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 extend the City’s installation of the 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 2(a) of the Agreement is hereby amended to read as shown below:

2. Scope of Work Under this Agreement: In exchange for Developer’s promises herein, City agrees that it shall perform the following work under this Agreement:

a. **Water Public Improvements:**

i. City shall plan, coordinate, and install the following public improvements on the Property:

A. The water main line that will enable City to provide potable water service to the Property having sufficient capacity to meet the anticipated demand projected for the improvement known as “Phase 1 Building,” located on that particular part of the Property described in the Legal Description, attached hereto and labeled Exhibit A1-A2.

- B. The water main line that will enable City to provide potable water service to the Property having sufficient capacity to meet the anticipated demand projected for the improvement(s) known as “Phase 2”, as depicted on Site & Dimension Plan C1.1, attached hereto and labeled **Exhibit A3**.
- C. Installation of the water main lines referred to above in paragraphs 2(a)(i)(A) and (B) is collectively referred to herein and in the Agreement as the “Work” and/or “Water Public Improvements.”
 - ii. Installation of the Water Public Improvements shall include the looping of any other or additional water system(s), as deemed necessary by City.
 - iii. The Water Public Improvements shall be located within the utility easements granted by Developer pursuant to the Easement Section in the Agreement, so long as such location(s) is/are consistent with the final civil plans. To the extent the final civil plans indicate the Water Public Improvements must be installed outside the utility easements area granted by Developer, such easements shall be amended to ensure the area fully encompasses the location of the Water Public Improvements.
 - iv. All specifications for the Water Public Improvements shall be established, determined and documented in the Final Plans.

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.

DEVELOPER:

CITY OF REPUBLIC, by:

Iron Grain District, LLC

By: _____
 Randall W. Magers
 Sole Member of Magers Management
 Company, LLC, the Sole Member of
 Iron Grain District, LLC

 David Cameron, City Administrator

Magers Republic No. 3C, LLC

Approved as to Finance and Budgetary Purposes:

By: _____
 Randall W. Magers
 Sole Member of Magers Management
 Company, LLC, the Sole Member of
 Magers Republic No. 3C, LLC

 Bob Ford, Finance Director

Approved as to Form:

Megan McCullough, City Attorney

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