

AMENDMENT TO DEVELOPER AGREEMENT

THIS AMENDMENT TO DEVELOPER AGREEMENT (“Amendment”) is entered into by and between the City of Republic, Missouri (“City”) and Republic R-III School District (“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 School District, and

WHEREAS, Developer is currently the owner of or has a valid contract to purchase real property in the City of Republic located at the 900 Block of North Main Street, legally described in the preliminary improvement plans attached as “**Exhibit A**” to the Agreement, (“Property”), and is in the process of developing a new commercial area on the Property in order to facilitate new development, 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 cost amount(s) and 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:

Paragraphs 3(b)(i) and (ii) of the Agreement are hereby amended to read as shown below:

3. Costs of the Public Improvements:

[. . .]

- b. Public Improvements Costs: City and Developer shall share equally in the final cost for the Public Improvements, which includes actual expenses incurred by City for equipment, the labor of non-City employees including contractors and subcontractors, (2) transportation, (3) taxes, if applicable, (4) ensuring compliance with local, state, and federal public works laws and regulations, and (5) all other services and facilities necessary for the execution and completion of the Public Improvements, in the total sum of **Five Hundred Eighty Nine Thousand Nine Hundred Eighty Six Dollars and Eighty Seven Cents (\$589,986.87)** (“Total Cost”). In accord with this paragraph, the City shall be responsible for \$294,993.43 of the Total Cost and the Developer shall be responsible for \$294,993.43 of the Total Cost.

All costs related to electrical, gas, or telecommunication for the Property shall be the sole responsibility of Developer.

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 R-III School District

CITY OF REPUBLIC

(Signature)

David Cameron, City Administrator

(Printed Name)

(Date)

(Title)

Attest: Laura Burbridge, City Clerk

(Date)

(Date)

Approved as to Form:

Megan McCullough, City Attorney

(Date)

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