

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN
WHISPERING WOODS LAND, LLC, AND THE CITY OF LEE'S SUMMIT, MISSOURI
FOR THE WHISPERING WOODS DEVELOPMENT**

This FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN WHISPERING WOODS LAND, LLC, AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE WHISPERING WOODS DEVELOPMENT ("**First Amendment**") is made this 23rd day of July, 2019, by and between Whispering Woods Land, LLC, a Missouri Limited Liability Corporation (the "**Developer**"), and the City of Lee's Summit, Missouri, a municipal corporation ("**City**").

WHEREAS, on October 24, 2018, the City and Developer entered into the "Development Agreement Between Whispering Woodland, LLC, and the City of Lee's Summit, Missouri for the Whispering Woods Development" (the "**Agreement**"), which required, among other items, that Developer construct and pay for approximately 4,030 linear feet of 16 inch public water main along SW Pryor Road, connecting the existing water main located on the west side of SW Pryor Road to the existing 20 inch public water main located on the north side of SW Scherer Road (the "**Water Line**");

WHEREAS, the parties desire to amend the Agreement to provide for the construction of a larger water line by Developer with a certain amount of the cost of such upsizing in the Water Line to be reimbursed to Developer by the City after construction is complete;

WHEREAS, the City, pursuant to Article I of the City's Design and Construction Manual and Sections 32-5 and 32-8 of the City's Code of Ordinances, has determined that Developer should be compensated the sum of \$200,436 as the extra cost to enlarge the Water Line, as shown on the attached **Exhibit C** which is a comparison of cost estimates prepared by Phoenix Engineering and Surveying, LLC;

WHEREAS, the parties have freely negotiated in good faith and this First Amendment reflects the desires of the parties.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

All words and terms that are not defined in this First Amendment shall have the meanings assigned to them in the Agreement.

Section 2 of the Agreement shall be amended by adding part K which shall read as follows:

K. Water Line Upsizing.

1. The definition of the Water Line shall be revised to be approximately 4,030 linear feet of 16 inch public water main along SW Pryor Road, connecting the existing water main located on the west side of SW Pryor Road to the

existing 20 inch public water main located on the north side of SW Scherer Road. The estimated cost of the larger Water Line is attached to this First Amendment as Exhibit C and is incorporated herein by reference.

2. The City shall reimburse Developer a maximum of \$200,436 for construction of the larger Water Line. In the event that the actual cost is higher than the estimate attached as Exhibit C, Developer shall pay such additional costs and the City's obligation for reimbursement shall be limited to \$200,436. This reimbursement payment shall be made by the City within 15 days after a Certificate of Substantial Completion has been issued by the City for the Water Line.
3. Except as modified by this First Amendment as to the size and capacity of the Water Line and the terms of reimbursement by the City, all other terms and conditions regarding the design, construction and dedication of the Water Line shall in accordance with the original terms and conditions of the Agreement.

All other portions of Section 2 and the remainder of the Agreement are unaffected by this First Amendment and shall remain valid, binding and in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

[Remainder of this page intentionally left blank]

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Stephen A. Arbo, *City Manager*

Attest:

Trisha Fowler Aruceri, *City Clerk*

Approved as to form:

Office of the City Attorney

Notary for City of Lee's Summit

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this ____ day of July, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen A. Arbo, the City Manager of the City of Lee's Summit, Missouri, a City duly incorporated and existing under and by virtue of the laws of the State of Missouri, who are personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

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

NOTARY PUBLIC

My Commission Expires:

[SEAL]

WHISPERING WOODS LAND, LLC

Richard E. Frye
Richard E. Frye, President

Notary for Whispering Woods Land, LLC

STATE OF MISSOURI)
)
COUNTY OF *Jackson*) ss.

BE IT REMEMBERED, that on this 26th day of July, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Richard E. Frye, the President of Whispering Woods Land, LLC, who is personally known to me to be the same person who executed the within instrument on behalf of Whispering Woods Land, LLC, and such person duly acknowledged the execution of the same to be the act and deed of Whispering Woods Land, LLC.

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

Sara Beck

NOTARY PUBLIC

My Commission Expires:
11/29/22

[SEAL]

END OF DOCUMENT

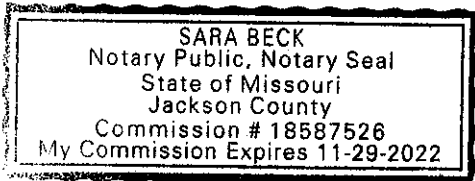


EXHIBIT C
REVISED COST ESTIMATED FOR WATER LINE

[See attached]

COMPARISON OF COST ESTIMATES

Date: June 6, 2019

Phoenix Engineering and Surveying LLC

3855 S Northern Blvd
Independence, MO 64052
Phone: (816) 743-9000

Project: Whispering Woods Off-Site Water Main
Project Number: 04078A

Item	Quantity	Unit	16-inch Main		8-inch Main		Comparison		
			Unit Price	Price	Unit Price	Price	Change in Unit Price	Change in Price	
1	C900	3660	LF	\$87.00	\$318,420.00	\$51.00	\$186,660.00	\$36.00	\$131,760.00
2	C900 RJ	200	LF	\$105.00	\$21,000.00	\$60.00	\$12,000.00	\$45.00	\$9,000.00
3	C900	31	LF	\$75.00	\$2,325.00	\$58.00	\$1,798.00	\$17.00	\$527.00
4	CL 50 DIP with Poly Wrap	60	LF	\$98.00	\$5,880.00	\$65.00	\$3,900.00	\$33.00	\$1,980.00
5	CL 50 DIP Zinc RJ with Poly Wrap	117	LF	\$100.00	\$11,700.00	\$75.00	\$8,775.00	\$25.00	\$2,925.00
6	8-inch CL 50 DIP with 45 Degree Bend	20	LF	\$95.00	\$1,900.00	\$92.00	\$1,840.00	\$3.00	\$60.00
7	11.25 Degree Bend with Thrust Block	4	Each	\$830.00	\$3,320.00	\$380.00	\$1,520.00	\$450.00	\$1,800.00
8	22.5 Degree Bend with Thrust Block	4	Each	\$840.00	\$3,360.00	\$390.00	\$1,560.00	\$450.00	\$1,800.00
9	45 Degree Bend with Thrust Block	6	Each	\$890.00	\$5,340.00	\$400.00	\$2,400.00	\$490.00	\$2,940.00
10	16"X12" / 8"X8" Tee with Thrust Block	1	Each	\$900.00	\$900.00	\$500.00	\$500.00	\$400.00	\$400.00
11	16"X6" / 8"X6" Fire Hydrant Assembly	8	Each	\$4,600.00	\$36,800.00	\$4,200.00	\$33,600.00	\$400.00	\$3,200.00
12	Connect to 16"/8" Main Sta. 0+00	1	Each	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00
13	Connect to 20-inch Main Sta 39+11	1	Each	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$0.00	\$0.00
14	20-inch Butterfly Valve	2	Each	\$5,560.00	\$11,120.00	\$5,560.00	\$11,120.00	\$0.00	\$0.00
15	16-inch Butterfly / 8-inch Gate Valve	9	Each	\$3,800.00	\$34,200.00	\$1,150.00	\$10,350.00	\$2,650.00	\$23,850.00
16	12-inch Butterfly / 8-inch Gate Valve	1	Each	\$1,800.00	\$1,800.00	\$1,150.00	\$1,150.00	\$650.00	\$650.00
17	Reconnect 1-inch service (bored)	2	Each	\$2,800.00	\$5,600.00	\$2,800.00	\$5,600.00	\$0.00	\$0.00
18	Reconnect 1-inch service	1	Each	\$900.00	\$900.00	\$900.00	\$900.00	\$0.00	\$0.00
19	Concrete Encasement	20	LF	\$100.00	\$2,000.00	\$85.00	\$1,700.00	\$15.00	\$300.00
20	Air Release Assembly	3	Each	\$2,500.00	\$7,500.00	\$2,500.00	\$7,500.00	\$0.00	\$0.00
21	Eagle View Drive Bored Crossing	1	LS	\$14,000.00	\$14,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
22	Scherer Road Bored Crossing	1	LS	\$16,000.00	\$16,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
23	Testing and Disinfecting	1	LS	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00
24	Silt Fence	7813	LF	\$1.50	\$11,719.50	\$1.50	\$11,719.50	\$0.00	\$0.00
25	Seeding	3.5	acre	\$1,800.00	\$6,300.00	\$1,800.00	\$6,300.00	\$0.00	\$0.00
26	Bond	1	LS	\$5,880.00	\$5,880.00	\$3,636.00	\$3,636.00	\$2,244.00	\$2,244.00
			16-IN TOTAL	\$540,464.50	8-IN TOTAL	\$340,028.50	TOTAL DIFFERENCE	\$200,436.00	



Above "Cost Comparison" has been based on Contractor furnished Proposals to perform work received by Phoenix Engineering & Surveying, LLC on June 5, 2019. Proposals were prepared by Redford Construction and addressed directly to the developer. Unit Costs depicted above are taken directly from Contractor furnished Proposals.