

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN  
CMH PARKS, INC, A TENNESSEE CORPORATION, D.B.A SUMMIT HOMES AND  
THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE STONEY CREEK WEST  
SUBDIVISION DEVELOPMENT**

This FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN CMH PARKS, INC, A TENNESSEE CORPORATION, D.B.A SUMMIT HOMES AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE STONEY CREEK WEST SUBDIVISION DEVELOPMENT (“**First Amendment**”) is made this 1<sup>st</sup> day of December, 2020, by and between CMH Parks, Inc., a Tennessee Corporation, d.b.a. Summit Homes, , (the “**Developer**”), and the City of Lee’s Summit, Missouri, a municipal corporation (“**City**”).

WHEREAS, October 5, 2017, the City and Developer executed the Development Agreement (the “**Agreement**”) to establish the rights, duties and obligations of the parties for the construction of public improvements in connection with the Development;

WHEREAS, the parties desire to amend the Agreement to adjust the sequence of construction for certain public improvements for the Development and allow for the issuance of building permits prior to the construction of certain public improvements, provided that no certificates of occupancy for such structures will be issues until the designated public improvements are completed; and

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 1.D.1** of the Agreement shall be deleted and replaced with the following:

1. Pryor Road shall be improved to meet or exceed the interim road conditions from the existing interim road section near Napa Valley Drive to County Line Road. Interim road standards require at least two 12' paved travel lanes and 6' shoulders. Shoulders may be turf or the City may participate to provide 6' paved shoulders in lieu thereof. This improvement shall be substantially completed prior to the issuance of any temporary or final certificates of occupancy in the Phase 6 area depicted on the preliminary plat, and prior to or concurrent with Improvement D.2. Developer acknowledges that occupancy of structures in the Phase 6 may be delayed, even though such structures may be complete, until the public improvements described in this paragraph and in paragraphs 2 and 4 of this subsection 1.D are substantially complete.

**Section 1.D.2** of the Agreement shall be deleted and replaced with the following:

2. A 200-foot, plus taper, southbound left-turn lane along Pryor Road at Georgetown Drive shall be constructed. This improvement shall be substantially completed with the Georgetown Drive connection to Pryor Road and prior to the issuance of any temporary or final certificates of occupancy in the Phase 6 area depicted on the preliminary plat.

**Section 1.D.4** of the Agreement shall be deleted and replaced with the following:

4. Pryor Road shall be reconstructed north of the proposed Georgetown Drive intersection to mitigate the sight obstruction caused by the roadway vertical crest. This improvement shall provide a minimum intersection sight distance for a 35 mph road along Pryor Road and at the intersection of Georgetown Drive. These improvements to Pryor Road shall be substantially completed (a) prior to or concurrent with the issuance of substantial completion for all improvements constructed by Developer to Georgetown Drive, including the extension of Georgetown Drive and the intersection which allows for the connection of Georgetown Drive with Pryor Road, (b) prior to or concurrent with the Improvement described in subsection 1.D.1, and (c) prior to the issuance of any temporary or final certificates of occupancy in the Phase 6 area depicted on the preliminary plat.

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

*[Remainder of this page intentionally left blank]*

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

**CITY OF LEE’S SUMMIT, MISSOURI**

By: \_\_\_\_\_  
Stephen A. Arbo, *City Manager*

Attest:  
  
\_\_\_\_\_  
Trisha Fowler Arcuri, *City Clerk*

Approved as to form:

\_\_\_\_\_  
David Bushek, *Chief Counsel of Economic  
Development and Planning*

Notary for City of Lee's Summit

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF JACKSON     )

BE IT REMEMBERED, that on this \_\_\_\_ day of December, 2020, 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]

