

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN UNITED  
METHODIST CHURCH OF LEE'S SUMMIT AND THE CITY OF LEE'S SUMMIT,  
MISSOURI FOR THE SUMMIT CHURCH DEVELOPMENT**

This FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN UNITED METHODIST CHURCH OF LEE'S SUMMIT AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE SUMMIT CHURCH DEVELOPMENT ("**First Amendment**") is made this \_\_\_ day of April, 2020, by and between United Methodist Church of Lee's Summit (the "**Developer**"), and the City of Lee's Summit, Missouri, a municipal corporation ("**City**").

WHEREAS, December 21, 2015, 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 expansion of the church structure prior to the construction of additional public improvements; 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.E** of the Agreement shall be deleted and replaced with the following:

"Phase I Development" shall mean (a) that portion of Development depicted in the Preliminary Development Plan as Phase 1 and (b) that portion of the Development depicted as Future Buildings for the church structure which will be expanded to a total of 78,250 square feet of church building area or 1500 seats, whichever occurs first.

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

"Phase II Development" shall mean (a) any commercial development surrounding the church depicted in the Preliminary Development Plan and (b) any portion of the church building that exceeds 78,250 square feet of church building area or 1500 seats.

All other provisions 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.

**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 April, 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]

UNITED METHODIST CHURCH OF LEE'S SUMMIT

*Robin Dawson*

Name: ROBIN DAWSON

Date: 3-17-2020

Notary for United Methodist Church

STATE OF MISSOURI     )  
                                  Lafayette     )   ss.  
COUNTY OF JACKSON    )

BE IT REMEMBERED, that on this 17 day of <sup>March</sup> ~~April~~, 2020, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robin Dawson, the Administrator of United Methodist Church of Lee's Summit, who is personally known to me to be the same person who executed the within instrument on behalf of said entity, and such person duly acknowledged the execution of the same to be the act and deed of such entity.

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

*Adam Murry*  
NOTARY PUBLIC

My Commission Expires:  
9-22-20

[SEAL]

ADAM MURRY  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Commissioned for Lafayette County  
My Commission Expires: 9-22-20  
Commission # 16826948

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