

**AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
CITY OF LEE'S SUMMIT, MISSOURI AND PREMIERLIFE REAL ESTATE HOLDINGS, LLC**

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING (hereinafter "Amendment No. 1") BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI (hereinafter "City") and PREMIERLIFE REAL ESTATE HOLDINGS, a Missouri not for profit corporation (hereinafter "PremierLife") is made and entered into this ____ day of _____, 2018. WITNESSETH:

WHEREAS, on November 7, 2016, City and PremierLife entered into a Memorandum of Understanding (hereinafter "Memorandum of Understanding,") attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth; and,

WHEREAS, pursuant to Article Three, Section 5 of the Memorandum of Understanding, any alterations, changes or additions to the same must be reduced to writing and signed by both City and PremierLife; and,

WHEREAS, certain obligations contained in the Memorandum of Understanding have been fulfilled and satisfied and are no longer relevant to the continued mutual obligations of City and PremierLife, and,

WHEREAS, City and PremierLife desire to amend the Memorandum of Understanding to identify that those obligations which have been fulfilled and are no longer relevant, as well as to incorporate new provisions which reflect the mutual agreements and understandings, which are fully set forth herein.

NOW, THEREFORE, it is hereby agreed by City and PremierLife as follows:

1. Article One: Commitments and Considerations to be provided by City shall be amended by deleting Section 1 in its' entirety and replacing it with the following language:
 1. City will provide platting services for the proposed Lots 1 & 2 of the commercial development proposed by PremierLife; PremierLife shall be responsible for platting of remaining parcels and lots.
2. Article One: Commitments and Considerations to be Provided by City shall be amended to incorporate the following additional language to Section 3:
 3. City will install, or cause to be installed, utility extensions, to include water, sewer, electric and gas, which will be adequate to support future development to the area to be platted, inclusive of and terminating at the parcel to be conveyed to the City for the relocation of Fire Station No. 3.

Specifically, City will construct, or cause to be constructed, through cooperation with any private developer, as may be applicable, 400' of 8" sanitary sewer main to be located approximately on the east side of the proposed Lot 1 and extending generally along the proposed NW Shamrock Avenue, for the purposes of providing a public sanitary sewer main. The public main will serve Lot 1. The public sanitary sewer main will also provide access to Lot 3, with the final connection point being determined during the design and development process for Lot 3. A sanitary sewer wye connection will be constructed in accordance

with the City of Lee's Summit Design and Construction Manual south of Manhole 28-119 to provide a service connection to Lot 2. The construction of the 8" sanitary sewer main extension will not take place until such time as City is able to successfully negotiate the extension with future residential development which is proposed and pending. The construction of the wye connection south of Manhole 28-119 will occur with the construction of Fire Station #3 unless the permanent sewer extension referenced herein is completed contemporaneously with the construction of Fire Station #3.

City and PremierLife agree that electricity access is already available to the area to be platted, and is located across NW Pryor Road, and further agree that power may be pulled across to the area to be platted as development occurs by each developer of the lot or lots to be developed.

3. Article One: Commitments and Considerations to be Provided by City shall be amended to incorporate the following additional language to Section 6:
 6. City agrees to cooperate with the assigned architects or other representatives identified by PremierLife for coordination of exterior design standards of the new Fire Station No. 3 to be constructed on the parcel to be conveyed to the City. This will be achieved by City's submission of design plans to PremierLife for review and consideration, providing PremierLife a period of not more than ten (10) days to provide comments back to City regarding the plans. Further, plans will be considered through the City of Lee's Summit standard development process to ensure compliance with the P-MIX design standards then in place.

4. Article One: Commitments and Considerations to be provided by City shall be amended by deleting Section 7 in its' entirety and replacing it with the following language:
 7. City will initiate re-zoning of the area of property which is identified on the attached Exhibit B, including the parcel to be conveyed to the City, to P-MIX.

5. Article Two: Commitments and Considerations to be provided by PremierLife shall be amended to incorporate a new Section 2, to read as follows:
 2. In the event that the proposed and pending residential development has not reached the point at which infrastructure construction has begun, it will be necessary for City to construct a temporary sanitary sewer connection to provide service to Lot 1 and the Fire Station. In light of this, PremierLife agrees to grant City a blanket easement over the proposed Lot 2 in order for City to install permanent public infrastructure and utilize the aforementioned temporary sanitary sewer connection to provide service to Lot 1 and the Fire Station. Temporary service will be obtained through wye connection to be installed south of Manhole 28-119. Upon completion of the permanent sanitary sewer line servicing the area, and the connection of Lot 1 to the permanent sanitary sewer line, the City's blanket easement over the proposed Lot 2 shall automatically terminate.

6. Article Two: Commitments and Considerations to be provided by PremierLife shall be amended to incorporate a new Section 3, to read as follows:

3. In order for natural gas service to reasonably be extended to the area to be platted, it may be necessary for the parties to engage in discussions and negotiations with Spire Energy. In order to achieve this, PremierLife agrees, with no direct costs to be allocable to PremierLife, to cooperate and participate in good faith with City in discussions with Spire Energy for the purpose of extending natural gas service to the area to be platted.

7. City and PremierLife agree that the obligations outlined in Article One: Commitments and Considerations to be provided by City, Section 4, have been fulfilled and there are no outstanding obligations on the part of the City that are pending.

8. City and PremierLife agree that all remaining provisions of the Memorandum of Understanding shall remain in full force and effect.

9. This Amendment No. 1 shall be binding on the parties thereto only after it has been duly executed and approved by City and PremierLife.

IN WITNESS WHEREOF, the parties have herunto set their hands as of the date and year first indicated above.

City of Lee's Summit

Stephen A. Arbo
City Manager

William Baird
Mayor

ATTEST:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

PremierLife Real Estate Holdings

By: _____
Title: _____