

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
FOR THE BAILEY ROAD MIDDLE SCHOOL**

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR THE BAILEY ROAD MIDDLE SCHOOL (“**Agreement**”) is made this \_\_\_ day of April, 2022, by and between Lee’s Summit R-7 School District, a Missouri school district (hereinafter called “**District**”), and the City of Lee’s Summit, Missouri, a municipal corporation (“**City**”) (each is a “**Party**” and collectively the “**Parties**”)

WHEREAS, on November 11, 2020, the City and School District executed the Development Agreement for the Bailey Road Middle School (the “**Agreement**”) to establish the rights, duties and obligations of the parties for the construction of public improvements in connection with the Bailey Road Middle School;

WHEREAS, the parties desire to amend the Agreement to allow for limited occupancy of the school facilities while certain sewer improvements are being constructed pursuant to the requirements of the Development Agreement; 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.*

**1.** The portion of **Exhibit C** dealing with the “Sanitary Sewer Improvements” shall be deleted in its entirety and replaced with the following:

**Sanitary Sewer Improvements** –

The “**Sewer Improvements**” consist of the following items:

1. Approximately 1900 linear feet of 15-inch diameter sanitary sewer main and all associated appurtenances.
2. Approximately 4400 linear feet of 18-inch diameter sanitary sewer main and all associated appurtenances.
3. Approximately 1750 linear feet of 21-inch diameter sanitary sewer main and all associated appurtenances.

Attached to this **Exhibit C** as **Sheet C3** is a depiction of the sewer improvements that will be constructed, pursuant to this description of the sheet:

**Sheet C3** – Approximately 1,900 LF of 15” public sanitary sewer extension will be installed extending from existing manhole 47-019 to a Termination Point #3, approximately 70 feet onto the new middle school site. Easements, both temporary and permanent will be obtained for said extension including the easement dedication for a future extension from Termination Point #3 to the Extension Point at the undeveloped parcel to the east. Approximately 6150 LF of interceptor sewer will be upsized to ultimate build out conditions of the watershed from manhole 47-023 to manhole 54-002. Upsizing will be approximately 1890 linear feet of 18-inch to 21-inch, 2510 linear feet of 18-inch to 24-inch and 1750 linear feet of 21-inch to 27-inch. Easements, both temporary and permanent will be obtained for said upsizing as necessary.

Funding for the Sewer Improvements shall be as follows:

- City Funding – Construction costs for the upsizing of the following Sewer Improvements shall be funded by the City as set forth in **Section 2.B** of this Agreement, to provide for upsizing of the improvements to address existing capacity concerns which are not caused by the Development:
  - Approximately 1890 linear feet of 18-inch to 21-inch
  - Approximately 2510 linear feet of 18-inch to 24-inch
  - Approximately 1750 linear feet of 21-inch to 27-inch

Collectively, the upsizing of these improvements are referenced herein as the “**Sewer Upsizing Improvements.**” All design and engineering costs for the Sewer Upsizing Improvements shall be paid by the District.

- District Funding – All design, engineering and construction costs for all remaining sewer improvements besides the costs of the Sewer Upsizing Improvements shall be funded by the District.

Temporary certificates of occupancy for the Development may be issued by the City prior to completion of the Sewer Improvements provided that City staff has confirmed in writing that sufficient sewer service and capacity will be provided to such school facilities on a temporary basis upon the issuance of such temporary certificate of occupancy. No final certificates of occupancy for the Development shall be issued by the City until a certificate of final completion has been issued for all Sewer Improvements.

3. All other provisions of the Agreement, including all other portions of **Exhibit C** which are not referenced in Section 1 of this First Amendment, 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**

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

Attest:

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

Approved as to form:

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

Notary for City of Lee's Summit

STATE OF MISSOURI     )  
  )   ss.  
COUNTY OF JACKSON    )

BE IT REMEMBERED, that on this \_\_\_ day of April, 2022, 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 is 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 person 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:  
\_\_\_\_\_

**LEE'S SUMMIT R-7 SCHOOL DISTRICT**

\_\_\_\_\_  
Dr. David Buck, *Superintendent*

Notary for School District

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF JACKSON    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of April, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Dr. David Buck, the Superintendent of the Lee's Summit R-7 School District, who is personally known to me to be the same person who executed the within instrument on behalf of the School District, and such person duly acknowledged the execution of the same to be the act and deed of the School District.

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]

**END OF DOCUMENT**