

FIRST AMENDMENT TO THE WATER PURCHASE AGREEMENT BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND PUBLIC WATER SUPPLY DISTRICT NO. 8 OF CLAY COUNTY, MISSOURI

This FIRST AMENDMENT TO THE WATER PURCHASE AGREEMENT, made and entered into this ____ day of _____ 2022, by and between the PUBLIC WATER SUPPLY DISTRICT NO. 8 OF CLAY COUNTY, MISSOURI, a political subdivision of the State of Missouri, hereinafter referred to as "BUYER", and the CITY OF KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, on January 12, 2010, BUYER and CITY entered into a Water Purchase Agreement (hereinafter "Agreement") which is incorporated by reference as if fully set out herein; and

WHEREAS, CITY is willing to deliver and sell water to BUYER in accordance with the terms and conditions set forth in the January 12, 2010 Water Purchase Agreement, and

WHEREAS, the parties acknowledge and agree the subject Water Purchase Agreement dated January 12, 2010 is a valid and extant contract between Public Water Supply District No. 8 and Kansas City, Missouri, and has been since January 12, 2010; and

WHEREAS, the parties hereby ratify and affirm said Water Purchase Agreement dated January 12, 2010 in all respects, subject to the changes and additions to said Agreement under this First Amendment to the original Water Purchase Agreement; and

WHEREAS, the parties desire to modify the Agreement;

NOW THEREFORE:

For and in consideration of the mutual covenants, agreements, and conditions contained herein, it is agreed by and between BUYER and CITY as follows:

Section 1. Sections Amended.

Article I, Section 3 is hereby amended by deleting the language therein and inserting the following new paragraph to read as follows:

Term of Contract: This Water Purchase Agreement shall continue in force and effect, except as otherwise provided herein, for a period of Twenty (20) years from the date when the First Amendment to the Water Purchase Agreement between the BUYER and CITY sign the First Amendment.

Section 2. Sections Not Amended.

All other provisions of the Water Purchase Agreement signed on January 12, 2010 between

BUYER and CITY, including any attachments thereto, which have not been amended herein, shall remain in full force and effect.

EXECUTION

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this First Amendment to the Water Purchase Agreement to be duly executed as of the day and year indicated below.

(SEAL)



PUBLIC WATER SUPPLY DISTRICT NO. 8 OF CLAY COUNTY, MISSOURI

BY: Roy L. Freeman
President, Board of Directors

DATE: April 21 2022

ATTEST:

[Signature]
Secretary

Approved as to form:

[Signature]
Board's Counselor

(SEAL)

CITY OF KANSAS CITY, MISSOURI

BY: _____
Director of Water Services, KCMO

DATE: _____

Approved as to form:

Assistant City Attorney, KCMO