

**AMENDMENT TO CONSTRUCTION AND
RECIPROCAL USE AGREEMENT/LEASE OPTION**

This Amendment to Construction and Reciprocal Use Agreement/Lease Option (“Amendment”) is dated as of August 9, 2024 by and between Platte County R-III School District (the “District”) and the Young Men’s Christian Association of Greater Kansas City (the “YMCA”). The District and the YMCA are each a “Party” and collectively, the “Parties.”

RECITALS

A. The District and the YMCA are parties to that certain Construction and Reciprocal Use Agreement/Lease Option dated as of March 28, 2008 (the “Agreement”). Capitalized terms used in this Amendment but not otherwise defined shall have the respective meanings ascribed to them in the Agreement.

B. The Parties desire to amend the Agreement in accordance with its provisions and as provided in this Amendment.

1. Amendments to the Agreement.

(a) Section 2.1 of the Agreement is amended and restated in its entirety as follows:

“In General. The YMCA intends to build Challenger Park because it furthers the YMCA goals and purposes. For no fees or charges, except ~~the~~ District’s responsibility for the initial construction cost of the Multipurpose Field part of Phase 1 as provided herein, the District, in accordance with the scheduling provisions of Sections 2.2 and 2.3 below, shall be entitled to use Challenger Park, and all equipment therein, for school purposes including, but not limited to, physical education classes, practices and competitions of athletic teams, both interscholastic and intramural. Additionally, when not needed for District purposes, the YMCA, in accordance with the scheduling provisions of Sections 2.2 and 2.3 below, may use the District Gymnasium Facilities as provided herein. The Parties will reasonably cooperate with each other and work together to accommodate each other to the extent possible in scheduling such use of Challenger Park and the District Gymnasium Facilities.”

Commented [GCE1]: Omitted the reference to the District Annual Maintenance/Operations Cost Contribution.

(b) Article 6 of the Agreement is deleted in its entirety and replaced with the words “[Intentionally Omitted].”

(c) Section 7.2 of the Agreement is amended and restated in its entirety as follows:

“Challenger Park; Landscaping, Janitorial and Custodial. The YMCA shall furnish landscaping, janitorial and custodial services for Challenger Park at its own cost and ~~expense~~, except for any such service maintenance or repair resulting from any District misuse of such areas for which the District shall be responsible. Provided, however, that the District shall furnish and/or pay

Commented [GCE2]: Omitted the reference to the District Annual Maintenance/Operations Cost Contribution.

for any extra costs or expenses for custodians or other persons to set-up, supervise and/or clean up areas of Challenger Park, including the Multipurpose Field, when used for District purposes.”

(d) Section 8.1 of the Agreement is amended and restated in its entirety as follows:

“Utilities. Unless the Parties later decide to separately meter and have the District billed for the Multipurpose Field facilities, the YMCA will furnish and pay for all utilities for Challenger Park, including gas, electricity, water, sewage, trash and garbage ~~services~~. The District will be responsible for all such utilities at the District Gymnasium Facilities. The YMCA and the District will each use reasonable and good faith efforts to cause its members, users, invitees, students, employees and other users of Challenger Park or the District Gymnasium Facilities, as the case may be, to use good management and conservation of all such utility services provided by the YMCA or the District to avoid waste. No free long-distance phone services will be provided by either Party to the other.”

Commented [CG3]: Omitted the reference to the District Annual Maintenance/Operations Cost Contribution.

2. Effect of Amendment; Affirmation. For the avoidance of doubt, from and after the date of this Amendment, references in the Agreement to the “Agreement” or any provision thereof shall be deemed to refer to the Agreement or such provision as amended by this Amendment unless the context otherwise requires. The Parties acknowledge and confirm that, except as expressly amended by this Amendment, the Agreement remains in full force and effect.

3. Counterparts; Construction. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document. The section headings are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Amendment.

4. Governing Law. This Amendment and all matters thereto shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to the conflict of laws principles.

[Signature Page Follows]

The Parties have caused their duly authorized representatives to execute this Amendment as of the date first set forth above.

PLATTE COUNTY R-III SCHOOL DISTRICT

By: _____
Name:
Title:

**YOUNG MEN'S CHRISTIAN ASSOCIATION OF
GREATER KANSAS CITY**

By: _____
Name:
Title:

