

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("this Agreement") is made and entered into the last executed by a party as indicated on the signature pages below, by and between **the City of Columbia, Missouri**, a municipal corporation of the State of Missouri ("City") and **Greg and Kelly Deline, husband and wife** ("Owner"). The City and the Owner may hereinafter be collectively referred to as the Parties and individually as a Party.

RECITALS

The Subject Property. Owner holds title to approximately 70.56 acres of land located in the corporate limits of the City of Columbia legally described in the attached **Exhibit A**. (the "Subject Property").

Petition for Annexation. The Subject Property is now located in the corporate limits of the City of Columbia and was annexed and zoned on May 2, 2016 by ordinance #22801.

Preliminary Plat. Owner desires to subdivide the property into eight (8) Lots, depicted on the attached **Exhibit B**.

NOW, THEREFORE, in view of the foregoing Recitals and in consideration of the mutual promises, declarations, covenants and agreements of the City and Owner as hereinafter set forth, the Parties hereto do hereby agree as follows:

1. ***Definitions.*** For purposes of this Agreement, the following terms shall have the followings meanings:

"This Agreement" means this Development Agreement.

"Certificate of Occupancy" means a certificate of occupancy issued by the City under Section 29-37(b)(1) of the Columbia Code of Ordinances.

"City" means the City of Columbia, Missouri.

"Owner" or "the Owner" means the current Owner of the Subject Property, Greg and Kelly Deline, Husband and Wife, and its successors in ownership to each part of the Subject Property.

2. ***Contingencies.*** This Agreement is contingent upon Owner's Petition for a Preliminary Plat of the Subject property being approved by the City.

3. ***Agreements to Run with the Land.*** The provisions of this Agreement shall constitute covenants running with the entirety of the Subject Property and each and every part of the Subject Property, and shall bind the current Owner and all of such successors and assigns.

4. ***Owner's Obligations for Development.***

a. Extension of Boone Industrial Boulevard.

i. As a prerequisite to the issuance of a Building Permit on Lots 7 and/or 8, Owner will fully construct Boone Industrial Boulevard with a temporary turn-around and with appurtenant utilities to a Local Non-residential street standard from Highway 763 (Range Line St.) to the right-of-way for White Tiger Street, as shown on **Exhibit B**.

b. Access to Lot 7 and 8.

i. Owner will make good faith effort to secure right-of-way from adjacent property owned by Karon L. Rowe to allow the dedication of a full right-of-way and the roadway construction of Boone Industrial Boulevard. Nothing herein shall obligate the City to exercise its authority of eminent domain nor shall Owner's failure to obtain rights-of-way for Boone Industrial Boulevard relieve Owner of the obligations set forth in subsection 4(a) above.

ii. If such right-of-way is not acquired prior to construction, then the roadway of Boone Industrial Boulevard shall still be constructed in general location of future right-of-way of Boone Industrial Boulevard as shown on **Exhibit B**, utilizing access easements granted to Owner. Owner represents that the access easements are sufficient to allow access to Lot 7 and 8 from Highway 763 (Range Line St.). A separate Right of Use Agreement allowing Owner use of dedicated rights-of-way will be required for all roadway located within in the right-of-way of Boone Industrial Boulevard until such time as full right-of-way is acquired and the roadway is accepted.

iii. The City shall inspect all roadways with the same standard of care as be applied similar public street construction. No occupancy permit shall be issued to the Owner or any other person for any structure constructed unless the roadway of Boone Industrial Boulevard has been completed in compliance with the City's Standard Street Specifications.

iv. The private and public portion of Boone Industrial Boulevard shall be clearly marked by the Owner until the right of way from the adjacent property currently owned by Karon L. Rowe is dedicated to and accepted by the City.

v. At the time that right-of-way from adjacent property owned by Karon L. Rowe is dedicated and accepted by the City, the roadway pavement of Boone Industrial Boulevard shall be graded by a professional engineer utilizing the Pavement Surface Evaluation and Rating Manual (PASER), or an equivalent method. The City will accept the roadway of Boone Industrial Boulevard that meets a rating of 8, per the rating system shown on page 7 of the 2016 City of Columbia Pavement Management Plan, included herein as **Exhibit C**, and may require repairs to such roadway prior to acceptance to achieve a rating of 8.

vi. Owner shall make a good faith effort to relocate the driveway from Boone Industrial Boulevard to the property currently owned by Karon L. Rowe to at least 100 feet west of the edge of the west curb line of Highway 763. Nothing herein shall

obligate the City to exercise its authority of eminent domain nor shall Owner's failure to relocate the driveway prohibit the Owner from obtaining certificates of occupancies on the Subject Property.

c. Extension of White Tiger Street.

i. As a prerequisite to the issuance of a Building Permit on either Lots 3 or 4, Owner will construct White Tiger Street and appurtenant utilities to a Local Non-residential street standard from Brown School Road to and including the intersection with Boone Industrial Boulevard, as shown on **Exhibit B**.

ii. As a prerequisite for a Building Permit for Lot 6, Owner shall construct White Tiger Street with appurtenant utilities to a Local Non-residential street standard from the southern property line of the Subject Property to and including Boone Industrial Boulevard, as shown on **Exhibit B**, provided, if a Building Permit for Lot 6 is sought prior to issuance of a Building Permit for Lots 3 or 4, the construction of White Tiger Street as set forth in subparagraph 4(c)(i) above shall also be a prerequisite to issuance of a Building Permit for Lot 6.

d. Brown School Road.

i. Owner shall relocate all utilities (including, but is not limited to, gas and water facilities) that are within the current or proposed right-of-way of Brown School Road (including facilities the easements of which overlap with the current or proposed right-of-way of Brown School Road, but shall not include the utilities under the intersection of Brown School Road and Highway 763/Range Line St.) to wholly within utility easements to be shown on a preliminary plat of the Subject Property and dedicated on any final plat of property adjacent to Brown School Road. Such relocation shall occur at the time of final platting of Lots 1, 2, 3, and 4, provided that relocation of utilities adjacent to Lot 5 shall occur upon final platting of Lot 4.

ii. Prior to final platting of any Lots 1, 2, 3, or 4, Owner shall provide a traffic impact study, which shall study the necessity of limited access points onto Brown School Road, the widening of Brown School, provision of turn lanes, and other traffic impact identified by the City. Owner may be relieved of this obligation to provide a traffic impact study if City the can identify a recommended plan for access to Brown School Road and other traffic improvements, and Owner agrees to provide improvements consistent with such recommended plan by reflecting the recommended plan on any such final plat for any lot abutting Brown School Road.

e. Park Trail Easement.

i. Within ninety (90) days of approval of this Agreement by the City, Owner shall dedicate a trail easement along the north side of Cow Branch Creek to allow for a future trail. The trail easement shall be no less than fifty (50) feet wide as measured from the top of the bank of Cow Branch Creek, provided such trail easement shall include all

areas within the FEMA defined “Zone X,” up to a maximum width of one hundred (100) feet, as measured from the top of the bank of Cow Branch Creek.

ii. As part of the construction of White Tiger Street as provided in subparagraph 4(c)(i) above, Owner shall construct an “at water” trail crossing of White Tiger Street. will be considered as the primary option. In the event an “at water” trail crossing of White Tiger Street is not permitted by the United State Army Corps of Engineer, Owners will construct a “at street level crossing” of White Tiger Street and shall dedicate any additional trail easements necessary to facilitate an “at street” level crossing, if required.

iii. An “at water crossing” will be defined as a crossing within the drainage conveyance structure with the trail pathway set at or above water level and allowing a typical trail width of eight (8) feet and a height above floor level of seven (7) feet.

iv. An “at street level crossing” will be defined as a crossing that is not within the drainage conveyance structure but instead would be at the street level of White Tiger Street and may include additional infrastructure such as ADA accessible ramps, signage, striping, or other facilities. Specific infrastructure needs will be determined at the time of design for White Tiger Street and approve by the City.

5. **Construction and Bonding of Improvements.** Except as otherwise expressly indicated herein, all public improvements required under the regulations of the City or this Agreement shall be constructed in accordance with the City’s *Street, Storm Sewer, and Sanitary Sewer Specifications and Standards*, as may be amended, or any successor specifications and standards adopted by the City and construction plan shall be approved by the City prior to construction of such facilities. Upon review of construction plans for any improvement required to be constructed pursuant to this Agreement, the City may in its sole discretion require that Owner post a performance bond or other financial instruments acceptable to the City Counselor to secure construction of such improvements.

6. **Recording.** The Owner shall cause this Development Agreement to be recorded in the Real Estate Records of Boone County, Missouri, at the cost and expense of the Owner.

7. **Amendments.** Any amendment to this Agreement must be in writing and must be executed by the City and the Owner, and any future owner of any part of the Subject Property who would otherwise be obligated to perform any of the requirements imposed upon the Owner by this Agreement. Oral modifications or amendments of this Agreement shall be of no force or effect.

8. **Remedies.** The parties to this Agreement may, either in law or equity, by suit, action, mandamus or other proceedings in court, seek declaratory relief, enforce and compel specific performance of this Agreement, provided that in no event shall the City shall have any liability in damages, costs (including attorneys’ fees) or any other monetary liability to Owner or any affiliate of Owner, any person claiming through Owner, or to their respective successors, assigns, heirs and personal representatives in respect of any suit, claim, or cause of action arising out of this Agreement or any of the actions or transactions contemplated herein.

9. **Third Party Actions.** Owner shall have the right, but not the obligation to assume the costs of defense of any action or proceeding initiated by a third party challenging this Agreement, the annexation, the zoning or re-zoning of the Subject Property, or any other actions or transactions contemplated by this Agreement (including, without limitation, to settle or compromise any claim or action for which Owner has assumed the defense) with counsel of Owner's choosing and the City and Owner agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and Owner in any such proceeding. In no event shall the City have any liability to Owner for damages or otherwise in the event that all or any part of this Agreement, the ordinances approving the annexation of the Subject Property, or the approval of a zoning request shall be declared invalid or unconstitutional in whole or in part by a final (as to which all rights of appeal have been exhausted or expired) judgment of a court of competent jurisdiction, and, in the event Owner elects not to assume such defense and costs, the City shall have no obligation to defend or to assume the costs of defense of any such action.

10. **Notices.** All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to the City:

City of Columbia
City Manager
701 E. Broadway
Columbia, MO 65205

If to Developer:

Gry & Kelly Deline
7850 S. Pt. N
Columbia, MO
65203

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party ten (10) days written notice thereof.

11. **Hold Harmless.** Owner at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, boards, commissions, officers, employees, attorneys, and agents from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties,

administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Owner, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Owner may be liable, in the activities performed, or failed to be performed, by Owner under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this Section shall survive for a period of five (5) years from the date of expiration or termination of this Agreement.

12. **Insurance.** Owner shall provide, at its sole expense, and maintain during all times in which Owner is constructing public improvements pursuant to this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Owner, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Owner, its officers, directors, employees and agents, or any subcontractors of Owner. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Owner operations, products, services or use of automobiles, or construction equipment. The amount of insurance for required herein shall be in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo. for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without 30 days advance written notice of such event being given to the City.

13. **Entire Agreement.** This Agreement contains the entire and complete agreement between the City and the Owner with respect to the requirements imposed upon the Owner for the providing of certain rights-of-way and interests in land, and the construction and installation of certain improvements, all as hereinabove described in the Recitals for this Agreement and the above numbered paragraphs of this Agreement. Parties agree that this Agreement constitutes a lawful contract between the Parties and Owner hereby acknowledges and agrees that this Agreement and provisions of the City's Code of Ordinances applicable to this Agreement constitute lawful exercises of the City's authority and police power.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year indicated below.

**CITY:
City of Columbia, Missouri**

**By: _____
Mike Matthes, City Manager**

Date: _____

ATTEST:

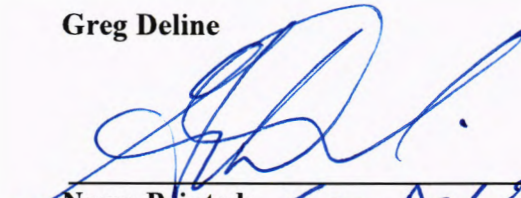
Sheela Amin, City Clerk

Approved as to form:

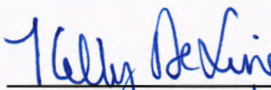
Nancy Thompson, City Counselor

OWNER:

Greg Deline


Name Printed: Greg Deline
Date 11/22/2016

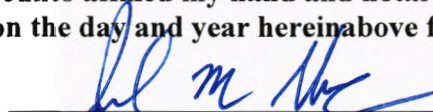
Kelly Deline


Name Printed: Kelly Deline
Date 11-22-16

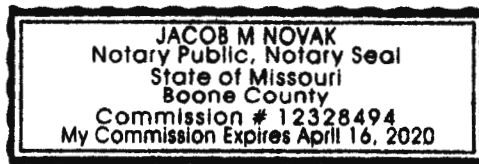
STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 22nd day of November, 2016,
before me, a Notary Public in and for said state, personally appeared
Greg & Kelly Deline, husband and wife, known to me to be the persons
described in and who executed the foregoing instrument, who being by me duly sworn,
acknowledged that they executed the same as a free act and deed for the purposes therein
stated.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and notarial seal at my
office in the State and County aforesaid, on the day and year hereinabove first written.


JACOB M. NOVAK, Notary Public

My commission expires: April 16, 2020



**EXHIBIT A
LEGAL DESCRIPTION**

March 28, 2016

Property Description

A tract of land located in the southeast quarter of Section 25 T49N R13W, in Boone County, Missouri, being the tracts described by surveys recorded in book 949 page 456 and in book 977 page 236, except that part conveyed to the State of Missouri, by deed recorded in book 3194 page 107, said tract containing 70.56 acres.



Timothy J. Reed
3/28/2016

EXHIBIT B
DEPICTION OF LOTS AND IMPROVEMENTS



SITE LOCATION MAP
NOT TO SCALE

FLOODPLAIN NOTE

THIS PROPERTY IS LOCATED IN ZONES "AE", "AF" (FLOODMA), "V1" AND "V2" AREAS DETERMINED TO BE OUTSIDE THE ONE ANNUAL CHANCE FLOODPLAIN, AS SHOWN BY FLOOD INSURANCE RATE MAP NUMBERS 200700020 AND 200700020 BOTH DATED MARCH 11, 2011.

STREAM BUFFER NOTE

IN ACCORDANCE WITH CHAPTER 18A OF THE CITY OF COLUMBIA CODE OF ORDINANCES A TYPE B STREAM BUFFER HAS BEEN PROVIDED AS DETERMINED FROM THE 7.5 MINUTE SERIES 10000 COLUMBIA AND BROWN QUADRANGLE MAPS DATED 2014, AND IS LOCATED AS SHOWN ON THE PLAN.

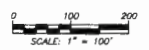
ZONING & USE NOTE

- LOT 1: CITY OF COLUMBIA "TRD"; SHALL BE MULTI-FAMILY RESIDENTIAL USE.
- LOT 2: CITY OF COLUMBIA "O-1"; SHALL BE OFFICE USE.
- LOT 3: CITY OF COLUMBIA "O-3"; SHALL BE PLANNED COMMERCIAL USE.
- LOT 4: CITY OF COLUMBIA "O-3"; SHALL BE COMMERCIAL USE.
- LOT 5: CITY OF COLUMBIA "O-3"; SHALL BE COMMERCIAL USE.
- LOT 6: CITY OF COLUMBIA "O-3"; SHALL BE MULTI-FAMILY RESIDENTIAL USE.
- LOT 7: CITY OF COLUMBIA "O-3"; SHALL BE COMMERCIAL USE (STORAGE UNIT)
- LOT 8: CITY OF COLUMBIA "O-3"; SHALL BE COMMERCIAL USE (STORAGE UNIT)

NOTES:
1. THE TOTAL ACREAGE FOR THIS DEVELOPMENT IS 70.6 ACRES

LEGEND

---	PROPERTY LINE
---	PROPOSED PROPERTY LINE
---	ELECTRIC LINE
---	UNDERGROUND ELECTRIC LINE
---	SEWAGE SANITARY LINE
---	STORM SEWER LINE
---	GAS LINE
---	WATER LINE
---	POLE
---	TREE & BRUSH LINE
---	DRAINAGE TRIMLINE
---	EXISTING CONTOUR (FOR CITY TOPO)
---	ANCHOR
---	IRON
---	R/W MARKER
---	ELECTRIC METER
---	ELECTRIC METER BOX
---	FIRE HYDRANT
---	FIRE HYDRANT
---	GAS VALVE
---	LIGHT POLE
---	LIGHT STANDARD
---	TRAFFIC SIGNAL CONTROL BOX
---	TELECOMMUNICATIONS DELETAL
---	TELECOMMUNICATIONS PULLBOX
---	UTILITY POLE
---	WATER METER
---	WATER VALVE
---	PROPOSED WATER LINE
---	PROPOSED STORM SEWER
---	PROPOSED SANITARY SEWER

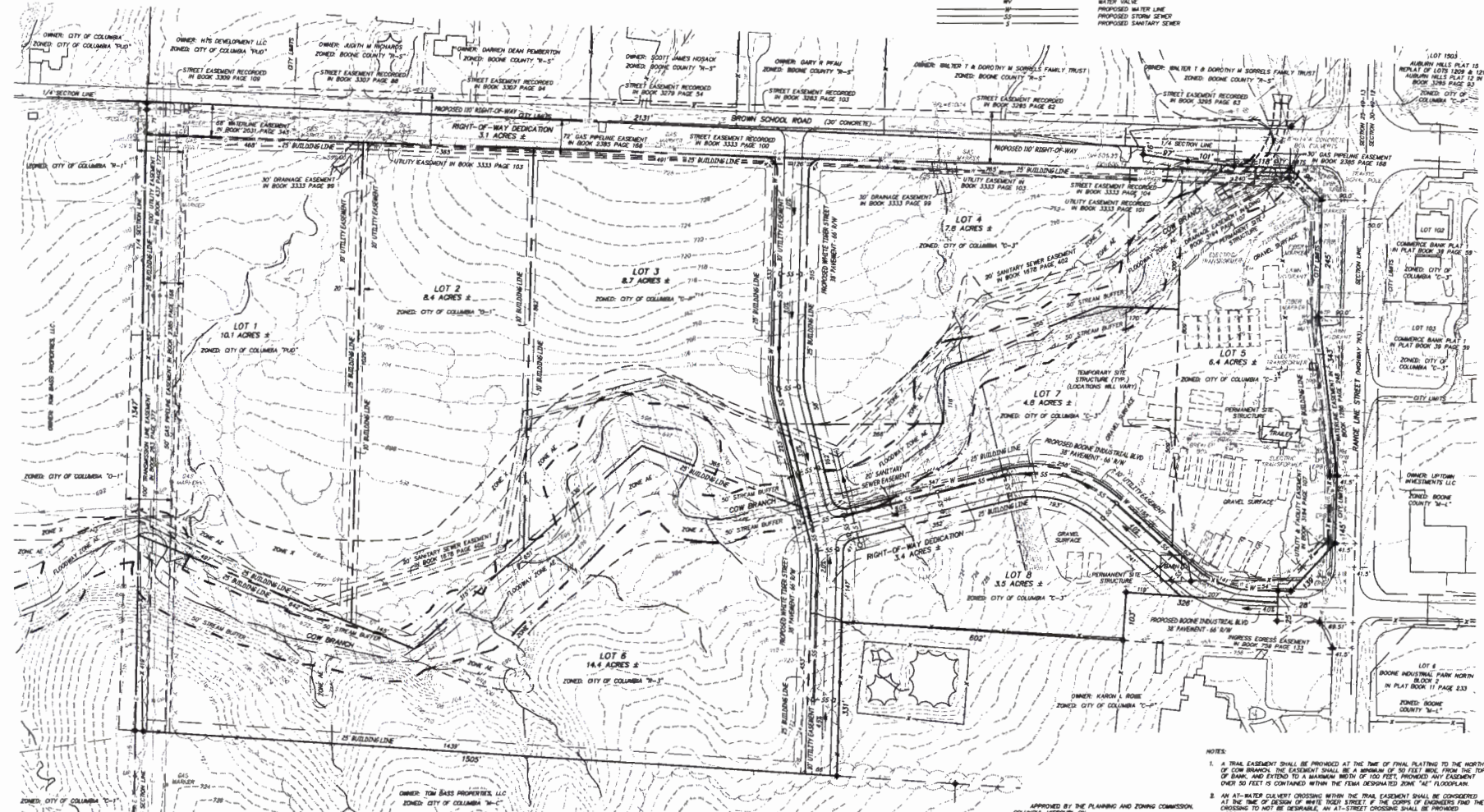


OWNER & DEVELOPER

GREY & KELLY DELANE
7850 SOUTH BRIDGE IN
COLUMBIA, MISSOURI 65203



Engineering Survey and Services
COLUMBIA, MISSOURI
1111 1/2 W. BROWN, COLUMBIA, MISSOURI 65201
314.744.7700 • www.elsb.com
Jefferson City, Missouri, Kansas
Missouri Engineering Corporation # 2300000018



PRELIMINARY PLAT
CHRISTIANS DELINE SUBDIVISION
COLUMBIA, BOONE COUNTY, MISSOURI



MATTHEW A. KRETE
PROFESSIONAL ENGINEER
PL-2007000871

THIS DOCUMENT IS A DIGITALLY SIGNED PDF. SIGNATURE AND VALIDATION OF ANY PREVIOUS EDITIONS WILL NOT BE CONSIDERED VALID.

Date

SEPTEMBER 8, 2016

Printed:
OCTOBER 8, 2016

Design: JN Drawn: RHM
Sheet
CI.01

PRELIMINARY PLAT

Sheet

CI.01

ES&S PROJECT NO. 15432

NOTES:

1. A TRAIL EASEMENT SHALL BE PROVIDED AT THE TIME OF FINAL PLATTING TO THE NORTH OF COW BRANCH. THE EASEMENT SHALL BE A MINIMUM OF 100 FEET WIDE FROM THE TOP OF BANK, AND EXTEND TO A MINIMUM WIDTH OF 100 FEET, PROVIDED ANY EASEMENT OVER 50 FEET IS CONTAINED WITHIN THE FEMA DESIGNATED ZONE "AE" FLOODPLAIN.
2. AN 10'-WATER COLLECTION DRAINAGE WITHIN THE TRAIL EASEMENT SHALL BE CONSIDERED AT THE TIME OF DESIGN OF WHITE RIDGE STREET. IF THE CORPUS OF ENGINEERS FIND THE DRAINAGE TO NOT BE FEASIBLE, AN 11' STREET CROSSING SHALL BE PROVIDED ACROSS WHITE RIDGE STREET WITH ANY ADDITIONAL TRAIL EASEMENT AS REQUIRED.

APPROVED BY THE PLANNING AND ZONING COMMISSION
COLUMBIA, MISSOURI, ON

RUSTY STROTDINAK, CHAIRPERSON

**EXHIBIT C
RATING SYSTEM**

Rating system

Surface rating	Visible distress*	General condition/ treatment measures
10 Excellent	None.	New construction.
9 Excellent	None.	Recent overlay. Like new.
8 Very Good	No longitudinal cracks except reflection of paving joints. Occasional transverse cracks, widely spaced (40' or greater). All cracks sealed or tight (open less than 1/4").	Recent sealcoat or new cold mix. Little or no maintenance required.
7 Good	Very slight or no raveling, surface shows some traffic wear. Longitudinal cracks (open 1/4") due to reflection or paving joints. Transverse cracks (open 1/4") spaced 10' or more apart, little or slight crack raveling. No patching or very few patches in excellent condition.	First signs of aging. Maintain with routine crack filling.
6 Good	Slight raveling (loss of fines) and traffic wear. Longitudinal cracks (open 1/4"– 1/2"), some spaced less than 10'. First sign of block cracking. Slight to moderate flushing or polishing. Occasional patching in good condition.	Shows signs of aging. Sound structural condition. Could extend life with sealcoat.
5 Fair	Moderate to severe raveling (loss of fine and coarse aggregate). Longitudinal and transverse cracks (open 1/2") show first signs of slight raveling and secondary cracks. First signs of longitudinal cracks near pavement edge. Block cracking up to 50% of surface. Extensive to severe flushing or polishing. Some patching or edge wedging in good condition.	Surface aging. Sound structural condition. Needs sealcoat or thin non-structural overlay (less than 2")
4 Fair	Severe surface raveling. Multiple longitudinal and transverse cracking with slight raveling. Longitudinal cracking in wheel path. Block cracking (over 50% of surface). Patching in fair condition. Slight rutting or distortions (1/2" deep or less).	Significant aging and first signs of need for strengthening. Would benefit from a structural overlay (2" or more).
3 Poor	Closely spaced longitudinal and transverse cracks often showing raveling and crack erosion. Severe block cracking. Some alligator cracking (less than 25% of surface). Patches in fair to poor condition. Moderate rutting or distortion (1" or 2" deep). Occasional potholes.	Needs patching and repair prior to major overlay. Milling and removal of deterioration extends the life of overlay.
2 Very Poor	Alligator cracking (over 25% of surface). Severe distortions (over 2" deep) Extensive patching in poor condition. Potholes.	Severe deterioration. Needs reconstruction with extensive base repair. Pulverization of old pavement is effective.
1 Failed	Severe distress with extensive loss of surface integrity.	Failed. Needs total reconstruction.

* Individual pavements will not have all of the types of distress listed for any particular rating. They may have only one or two types.

Source: PASER Manual Asphalt Roads Transportation Information Center, University of Wisconsin-Madison