
(Space above reserved for Recorder of Deeds certification)

Document Recording Cover Sheet

1. **Title of Document:** Development Agreement
2. **Date of Document:** January 6, 2026
3. **Grantor(s)/Party indexed as Grantor(s):** Troy Miller Properties, L.L.C.
4. **Grantee(s)/Party indexed as Grantee(s):** City of Columbia, Missouri
5. **Mailing Address of Grantee or Party:** P.O. Box 6015, Columbia, MO 65205-6015
6. **Legal Description:** See attached Exhibit A
7. **Reference Book and Page(s):**

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document.)

DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into by and between Troy Miller Properties, L.L.C., a Missouri limited liability company ("Developer") and the City of Columbia, Missouri, a municipal corporation of the State of Missouri ("City") and will be effective the date of signature by the Party last executing this Agreement ("Effective Date"). The City and the Developer may hereinafter be collectively referred to as the Parties and individually as a Party.

RECITALS

WHEREAS, Developer is the owner of a tract of land consisting of approximately 24.03 acres, more or less, located in the City of Columbia, generally located north of The Brooks Plat No. 3 and west of The Brooks Plat No. 1 and legally described in **Exhibit A attached hereto and incorporated herein by this reference** (the "Subject Property"); and

WHEREAS, a planned development plan for the Subject Property known as Ashford Place was submitted to the City for approval and is attached hereto as **Exhibit B** (the "PD Plan"); and

WHEREAS, Developer desires to develop the Subject Property for attached single family residential uses. When fully developed, the Subject Property is anticipated to be subdivided and developed into One Hundred and Three (103) dwelling lots and five (5) common lots as shown in the PD Plan attached as **Exhibit B**; and

WHEREAS, Developer has submitted a Phasing Plan generally describing the sequence of final platting and development of the Subject Property, which is **attached hereto as Exhibit C and incorporated herein by reference** ("Phasing Plan"); and

WHEREAS, El Chaparral Avenue has been identified as a major collector on the Columbia Area Transportation Study Organization Major Roadway Plan and is set to be constructed across the Subject Property; and

WHEREAS, Section 22-108 of the Code of Ordinances of the City of Columbia requires certain developer roadway improvements up to the point of beginning of a major drainage structure; and

WHEREAS, there are uncertainties relating to the exact future locations of such right-of-way and structures, and the Parties have agreed to a Payment-in-Lieu and deferred dedication of right-of-way based on the Phasing Plan; and

WHEREAS, the Parties hereto understand that this Agreement in no way amends, alters, rescinds, or abrogates the development agreement among The City of Columbia and East Richland Road Properties, L.L.C. and Richland Road Properties, L.L.C., dated December 10, 2010,¹ which binds the Parties hereto; and

WHEREAS, the parties desire to set forth responsibility for the construction and dedication of certain public improvements associated with development of the Subject Property in this Agreement, it being the intent of this agreement to provide milestones for which the construction and dedication of such public improvements shall occur;

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

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

2. **Developer's Obligations.**

a) **Payment-in-Lieu.** Developer shall pay to the City the aggregate amount of One Hundred Thirty-Six Thousand, Two Hundred and Forty Dollars (\$136,240) for future extension of El Chaparral Avenue pursuant to the following provisions:

i. Forty percent (40%) of the total Payment-in-Lieu (\$54,496) shall be paid to the City concurrent with the submission of any final plat in Phase I of the Phasing Plan.

ii. The remaining sixty percent (60%) of the total Payment-in-Lieu (\$81,744) shall be paid to the City concurrent with the submission of any final plat in Phase II of the Phasing Plan, or shall become due and payable ten (10) years from the date of the recording of the initial final plat in Phase I of the Phasing Plan, whichever occurs first.

b) **Dedication of Right-of-Way.** Right-of Way for the extension of El Chaparral Avenue shall be dedicated to the City, at no cost to the City, by Developer upon the first of the following to occur:

i. The submission of any final plat in Phase III of the Phasing Plan.

¹ The development agreement among the City of Columbia and East Richland Road Properties, L.L.C. and Richland Road Properties, L.L.C. dated December 10, 2010, requires, amongst other obligations, the dedication of certain trail easements across the North Fork of Grindstone Creek in conjunction with the final plat approval of the Subject Property.

- ii. Ten (10) years from the date of recording of any final plat in Phase I of the Phasing Plan.
- iii. Upon written notice from the Director of public works that such dedication is necessary.

c) Trail Easement. Upon submission of any final plat relating to the Subject Property, Developer shall grant to the City, at no cost to the City, easements for trails along the North fork of Grindstone Creek, pursuant to the Development Agreement dated December 10, 2010, as referenced above. Said trail easements shall be reasonably located in close proximity to Grindstone Creek, with the precise location to be determined by the City Parks and Recreation Department. The location of said easements shall not unreasonably interfere with the development of the Subject Property.

3. **Construction and Bonding of Improvements**. Except as otherwise expressly indicated herein, all public improvements required under the regulations of the City or this Agreement must 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 together with any final construction plans approved by the City prior to construction of such facilities. In connection with construction, the Developer shall be required to post bonds or other security as required by the city code. Developer is responsible for obtaining all necessary easements to construct improvements related to Developer's Development of the Subject Property.

4. **Phasing Plan**. The Phasing Plan is final and binding upon Developer. Development and platting of the Subject Property shall occur in the sequence established in the Phasing Plan, and any amendments thereto. However, nothing contained in this paragraph shall be construed as precluding Developer from filing or developing more than one phase at a time. The Phasing Plan may not be amended except upon written approval of the Director, which shall not be unreasonably withheld, conditioned or delayed.

5. **Recording**. The City shall record this Agreement in the office of the Boone County Recorder of Deeds at the cost and expense of the Developer.

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

7. **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 will the City have any liability in damages, costs or any other monetary liability to Developer or any affiliate of Developer, any person claiming through Developer, 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.

8. **Third Party Actions.** Developer will 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 zoning or rezoning 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 Developer has assumed the defense) with counsel of Developer's choosing and the City and Developer agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and Developer in any such proceeding. In no event will the City have any liability to Developer for damages or otherwise in the event that all or any part of this Agreement, or the approval of a zoning request or platting request, are 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 Developer elects not to assume such defense and costs, the City will have no obligation to defend or to assume the costs of defense of any such action.

9. **Notices.** All notices between the parties hereto must be in writing and must be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, will 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 must be addressed as follows:

If to the City:
City of Columbia
Attn: City Manager
701 E. Broadway
Columbia, MO 65205

If to Developer:

Troy Miller Properties, L.L.C.
4000 Bradbury Dr., P.O. Box 10033
Columbia, MO 65205

Each party will 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.

10. **Insurance.** Developer must provide, at its sole expense, and maintain during all times in which Developer 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 will protect the Developer, 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 Developer, its officers, directors, employees and agents, or any subcontractors of Developer. This liability insurance must include, but will not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Developer operations, products, services or use of automobiles, or construction equipment. The amount of insurance required herein must 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 will be deemed to waive the City's sovereign immunity. An endorsement must be provided which states that the City is named as an additional insured and stating that the policy will not be canceled 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.

11. **Hold Harmless.** Developer 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 Developer, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Developer may be liable, in the activities performed, or failed to be performed, by Developer under this Agreement or in the development of the Subject property, 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 will survive for a period of five (5) years from the date of expiration or termination of this Agreement.

12. **Sovereign Immunity.** Nothing in this Agreement shall constitute or be construed as a waiver of the City's governmental or official immunity or its officers or employees from liability or suit pursuant to Section 537.600 RSMo.

13. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.

14. **Failure or Delay to Enforce.** No failure to exercise or delay in exercising any right hereunder on the part of any Party to this Agreement shall operate as a waiver thereof, and no single or partial exercise of any right of such Party shall preclude any other or further exercise of such right or the exercise of any other right.

15. **Power of the City.** Notwithstanding anything set forth in this Agreement to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the City to act in its capacity as a public body. Nothing herein shall relieve Developer from complying with all applicable laws and requirements.

16. **Inspection.** Upon reasonable prior notice, the City may conduct such periodic inspections of the projects herein, including any applicable phase, as may be generally provided in the applicable law or regulation for inspection thereof in order to confirm compliance with the terms of this Agreement. The Developer shall not deny the City and its officers and employees the right to inspect, upon reasonable prior written request, all engineering plans, construction contracts or other documents pertaining to the construction of the public infrastructure on the Subject Property. Notwithstanding the foregoing, Developer shall not be required to produce documents for inspection if such documents are attorney-client privileged or contain confidential, proprietary information or if production would violate the rights of any third parties.

17. **Governing Law.** This Agreement will be construed according to the laws of the State of Missouri. The Parties will comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.


18. **Venue.** Any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, must be instituted only in the Circuit Court of Boone County, Missouri.

19. **Entire Agreement.** This Agreement contains the entire and complete agreement between the City and the Developer with respect to the requirements imposed upon the Developer 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 Developer 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 and shall be effective on the last day and year indicated below.

CITY:

City of Columbia, Missouri

By: _____
De'Carlton Seewood, City Manager 

Date: _____

ATTEST:

Sheela Amin, City Clerk

Approved as to form:

Nancy Thompson, City Counselor/jwc

On this _____ day of _____, 2025, before me appeared De'Carlton Seewood, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year first above written.

Notary Public

My commission expires: _____.

DEVELOPER:

Troy Miller Properties, L.L.C., a Missouri
Limited Liability Company

By: _____

Name Printed: _____

Troy D. Miller

Date 12/19/2025

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 19 day of December, 2025, before me appeared Troy Miller, to me personally known, who, being by me duly sworn did say that he is a Member of Troy Miller Properties, L.L.C., and that said instrument was signed on behalf of said company, acknowledged said instrument to be the free act and deed of said company and that he or she executed the same 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.

Danielle Griffith
Notary Public

My commission expires: 10/28/28

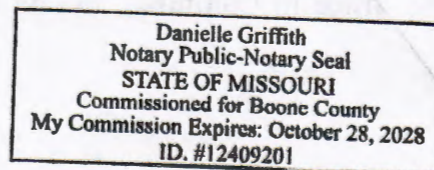


EXHIBIT A
Legal Description Subject Property

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 48 NORTH, RANGE 12 WEST, COLUMBIA, BOONE COUNTY, MISSOURI, AND PART OF TRACT "A" OF A SURVEY RECORDED IN BOOK 4216, PAGE 23 AND PART OF TRACT 5 AS DESCRIBED BY ORDINANCE NUMBER 20801 AND DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 4225, PAGE 44 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT C3, THE BROOKS, PLAT NO. 3 RECORDED IN PLAT BOOK 56, PAGE 30; THENCE WITH THE WEST LINE OF SAID TRACT "A", SAID LINE ALSO BEING THE WEST LINE OF SAID TRACT 5, N 1°33'45"E, 868.20 FEET TO THE NORTHWEST CORNER OF SAID TRACT 5; THENCE LEAVING SAID WEST LINE, AND WITH THE NORTH LINE OF SAID TRACT 5 THE FOLLOWING COURSES AND DISTANCES, S 84°50'45"E, 102.48 FEET; THENCE N 68°51'45"E, 545.36 FEET; THENCE S 78°16'30"E, 282.67 FEET; THENCE N 67°29'30"E, 187.63 FEET TO THE EAST LINE OF SAID TRACT "A"; THENCE LEAVING SAID NORTH LINE AND WITH SAID EAST LINE, S 0°36'50"W, 1078.26 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE LEAVING SAID EAST LINE AND WITH SAID SOUTH LINE, SAID LINE ALSO BEING THE NORTH LINE OF SAID, THE BROOKS, PLAT NO. 3, N 89°32'50"W, 1072.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.03 ACRES.



A handwritten signature in blue ink, appearing to read "David W. Borden", written over a horizontal line.

DAVID W. BORDEN, PLS-2002000244

8/29/25
DATE

CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304	PD DEVELOPMENT DESC.
	DATE: 8/29/2025 PROJECT: 170396	A TRACT OF LAND LOCATED IN S16-T48N-R12W COLUMBIA, BOONE COUNTY, MISSOURI

EXHIBIT B
Planned Development Plan

EXHIBIT C
Phasing Plan

JUNE 25, 2025

1000 W. 4th Ave. Suite 1, Building 1
 Denver, CO 80202
 (303) 440-0292
www.earthlink.net/~engineering