

AMENDMENT NO. 1
to the
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF COLUMBIA, MISSOURI,
AND
THE BROOKS AT COLUMBIA, LLC

This Amendment No. 1 to the December 20, 2017 development agreement between the **CITY OF COLUMBIA, MISSOURI** (hereinafter "City"), and **THE BROOKS AT COLUMBIA, LLC** (hereinafter "Owner") is made as of the date of the last signatory noted below.

RECITALS

- A. WHEREAS, on December 18, 2017, the City Council passed Ordinance No. 023409 which pertained to the voluntary annexation and establishment of permanent R-1 zoning of Owner's property, and also authorized the City Manager to enter into a development agreement with Owner (hereinafter "Agreement"); and
- B. WHEREAS, the Parties hereto desire to formally amend the Agreement with this First Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the Agreement, as follows.

- 1. Section 3.b.i. is amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

i. Traffic Impact Study Improvements – Owner agrees to construct the following improvements identified in the January 23, 2017 Traffic Impact Study by CBB Transportation Engineers + Planners, which is attached hereto as **Exhibit C**. Street names herein are consistent with the street names shown on **Exhibit B**, but are the improvements identified in **Exhibit C**. Design for the improvements described in this section shall be prepared by Owner and approved by the City before construction may begin on any project. All projects listed below must be completed by Owner, at Owner's expense, before issuance final platting of the seventy-fifth (75th) building permit or final platting of greater than two hundred (200) lots on the Subject Property; whichever occurs first:

- A. Construct an eastbound left-turn lane on WW at Hoylake Drive.
- B. Construct an eastbound left-turn lane on WW at Sagemoor Drive.
- C. Install two exit lanes, a left-turn lane and a shared through/right-turn lane, for the southbound approach of Hoylake Drive at WW.

- D. Remove vegetation along the north side of WW for the proposed street intersections of Hoylake Drive and Sagemoor Drive with WW in order to achieve a minimum MoDOT recommended adequate sight distance.
- E. Design and activate a traffic signal at WW and the Elk Park/Hoylake Drive intersection, according to MoDOT requirements and specifications ~~before the final platting of the seventy fifth (75th) lot on the Subject Property or the platting of the entire right of way for Hoylake Drive as shown on Exhibit B, whichever occurs first.~~

2. Section 3.b.ii. is amended as follows:

Material to be deleted in ~~strikeout~~; material to be added underlined.

ii. Required Public Improvements – The construction of public improvements set forth herein and as otherwise required under the regulations of the City and as shown on any final plat of the Subject Property or related approved construction plans will be a material condition of this Agreement and the failure to timely construct any required public improvement as provided herein or provide adequate financial security to ensure completion of the improvement(s) in the form of a bond, letter of credit or other security approved by the City Counselor will constitute a breach of this Agreement. Remedies for breach of this Agreement will be in addition to any other remedies provided under City Code or other instrument executed by and between Owner and the City.

3. All other terms of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 1 to the Agreement, on the day and year last written below.

CITY:
CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

OWNER:
THE BROOKS AT COLUMBIA, LLC

By: *Billy G. Sapp*
Billy G. Sapp
Printed Name

Date: 10-8-2018

ATTEST:

By: *Angela C. Reagan*
Angela C Reagan
Printed Name