SECOND AMENDMENT
to the
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF COLUMBIA
AND
MID-AM DEVELOPMENT, L.L.C.

This Second Amendment to the Development Agreement between the **CITY OF COLUMBIA**, a municipal corporation of the State of Missouri ("CITY"), and **MID-AM DEVELOPMENT, L.L.C.**, a Missouri Limited Liability Company ("Developer"), (collectively known as the "Parties,") is made as of the date of the last signatory noted below.

RECITALS

A. WHEREAS, on or about June 20, 2023, CITY and Developer entered into a Development Agreement ("Agreement") approved by Ordinance No. 025364 relating to the development of a 24.50 acre, thirteen-lot tract of land located generally in the region east of Providence Road and south of Veterans United Drive known as Spring Brook (the "Subject Property" or "Spring Brook"); and

B. WHEREAS, on or about July 7, 2025, a First Amendment to the Agreement relating to the construction of a roundabout at the intersection of Veterans United Drive and MU Healthcare/Veterans United Middle Drive as a condition precedent to the development of Lots 1, 2, 3, 4, and 12 of the Preliminary Plat of the Subject Property was approved by Ordinance No. 026008; and

C. WHEREAS, pursuant to paragraphs 2(a)(iii), (iv), and (v) of the Agreement, Developer is obligated (amongst other obligations) to construct certain roadway improvements on Providence Road at Corporate Lake Drive as a condition precedent to the acceptance of any final plat of Lots 6-11 of the Preliminary Plat of the Subject Property; and

D. WHEREAS, Developer has submitted a final plat that includes, in part, what is shown as Lot no. 6 of the Preliminary Plat of the Subject Property; and

E. WHEREAS, the Parties hereto agree to defer said obligations as they relate solely and specifically to Lot no. 6 of the Preliminary Plat; and

F. WHEREAS, the Parties hereto understand that this Second Amendment in no way amends, alters, rescinds, or abrogates the development agreement between CITY and Springbrook Crossing, LLC, regarding Spring Brook North, as approved by Ordinance No. 025702; and

G. WHEREAS, the Parties hereto desire to formally amend the Agreement with this Second Amendment and desire to be bound by the terms contained in the Agreement as previously amended, and as amended or supplemented by those terms contained in this Second 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. Paragraphs 2(a)(iii), (iv), and (v) of the Agreement shall be deleted in their entirety and replaced with the following:

   "iii. Construct a separate southbound left-turn land on Providence Road at Corporate Lake Drive. The improvement shall be completed by Developer prior to the approval of any final plat for Lots 7-11 of the Preliminary Plat of the Subject Property.

   iv. Construct a separate northbound left-turn lane on Providence Road at Corporate Lake Drive. The improvement shall be completed by Developer prior to the approval of any final plat for Lots 7-11 of the Preliminary Plat of the Subject Property.

   v. Construct a separate northbound right-turn lane on Providence Road at Corporate Lake Drive. The improvement shall be constructed by Developer prior to the approval of any final plat for Lots 7-11 of the Preliminary Plat of the Subject Property."

2. All other terms of the Agreement, including all previous amendments thereto, shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Second Amendment to the Development Agreement Between the City of Columbia and Mid-Am Development, LLC, on the day and year last written below.

CITY:
City of Columbia, Missouri

By: _____
De'Carlon Seewood, City Manager CS

Date: _____

ATTEST:

_____
Sheela Amin, City Clerk

Approved as to form:

_____
Nancy Thompson, City Counselor/jwc

On this _____ day of _____, 2026, before me appeared De'Carlon 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:

Mid-Am Development, L.L.C., a Missouri Limited Liability Company

By: _____

Name Printed: Jon Odle

Date 4/3/26

STATE OF MISSOURI)
) SS
COUNTY OF BOONE)

On this 3rd day of APRIL, 2026, before me appeared JON ODLE, to me personally known, who, being by me duly sworn did say that he is Manager of Mid-Am Development, 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.

_____,
Notary Public

My commission expires: 12-19-2026

BRIAN PATRICK MAENNER
Notary Public, Notary Seal
State of Missouri
Boone County
Commission # 18220933
My Commission Expires 12-19-2026