

## 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 **Tompkins Homes and Development, Inc.**, a Missouri limited liability company and **Betty Gayle Smith, Trustee of the Glen Smith Trust and Lille Beatrice Smith Trust** (collectively, "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 90.8 acres of land currently located in the unincorporated area of Boone County legally described in the attached **Exhibit A**. (the "Subject Property").

***Petition for Annexation.*** The Subject Property is now located in the unincorporated area of Boone County, Missouri ("the County"). Owner has filed with the City a Petition for Annexation of the Subject Property into the geographic limits of the City ("the Annexation Petition"), provided that the Subject Property is rezoned per owner's application submitted to the City on or about the 15th day of August 2016, in Case No. 16-178 ("Owner's Zoning Application").

***Proposed Zoning.*** Owner desires to develop the Subject Property as for residential uses, The Owner's Zoning Application divides the Subject Property into a single zoning district, depicted on the attached **Exhibit B**, to wit, R-1 Residential.

**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. ***Contingencies.*** This Agreement is contingent upon Owner's Petitions for Annexation and Zoning Application being granted by the City.
2. ***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. "Owner" or "the Owner" means the current Owners of the Subject Property, Tompkins Homes and Development, LLC, a Missouri limited liability company and **Betty Gayle Smith, Trustee of the Glen Smith Trust and Lille Beatrice Smith Trust**, collectively, and successors in ownership to each part of the Subject Property.
3. ***Owner's Obligations for Development.***
  - a) Broadway – Owner shall dedicate rights-of-way with a width of no less than one hundred ten feet (110') for the extension of Broadway through the Subject Property, as shown on

**Exhibit B.** Dedication of such rights-of-way shall be contemporaneous with or before final platting of the seventy-fifth (75<sup>th</sup>) lot on the Subject Property. Owner shall not be required to construct any portion of Broadway, but rather, contemporaneously with dedication of Broadway to the City, Owner shall pay to the City a lump sum fee of \$127,100 to account for improvements Owner is not required to construct on Broadway.

b) Other Improvements.

- i) *Smith & Scott Intersection* – In addition to other amounts set forth above, Owner shall pay to the City a lump sum of \$100,000 as a contribution to intersection improvements to Scott Boulevard. Such payment shall be submitted to the City contemporaneously with or before final platting of the seventy-fifth (75<sup>th</sup>) lot on the Subject Property.
- ii) *Trail Easements* – Owner shall provide an easement of no less than thirty feet (30') in width sufficient to allow for an eight foot (8') wide concrete trail that connects the sidewalk system within the Subject Property to the future Perche Creek Trail. Dedication of such easement shall take place upon the later to occur of (a) thirty (30) days following completion of designs with a final layout of such trail by the City, or (b) approval of the next final plat application submitted by Developer as shown on the Phasing Plan. The City shall be responsible for design and approval of any future crossings of such trail with public streets, if such any such crossings are determined to necessary and appropriate by the City.
- iii) *Smith & Louisville Improvements* – Before final platting of the seventy-fifth (75<sup>th</sup>) lot on the Subject Property, Owner shall construct a sidewalk on the east side of Louisville Drive within current rights-of-way or available public easements which connects the existing sidewalk on the south side of Smith Drive to the current sidewalk near the driveway entrance to Louisville Park located on Louisville Drive. In addition, Owner shall construct a speed table, to be designed by the City substantially in conformance with the plans attached hereto as Exhibit C and incorporated herein by this reference, at the intersection of Smith Drive and Louisville Drive, at Owner's cost, provided that if the cost of such improvement exceeds the amount of \$25,000, Owner shall be entitled to deduct any amount up to \$10,000 of such amount in excess of \$25,000 from the amounts to be paid by Owner pursuant to 3(b)(i) hereinbefore. Owner shall provide to City copies of cancelled checks, invoices, and affidavits in forms reasonably acceptable to City for all amounts spent for construction of these improvements in the event that Owner seeks to setoff any of such construction costs.
- iv) *Required Public Improvements* – The successful construction of public improvements required under the regulations of the City and as shown on any final plat of the Subject Property or related approved construction plans shall a be material condition of this Agreement and the failure to timely construct any required public improvement shall constitute a breach of this Agreement. Remedies for breach of this

Agreement shall be in addition to any other remedies provided under City Code or other instrument executed by and between Owner and the City.

- c) Burial Mound - The Applicant shall follow and adhere to all applicable State regulations with regards to the assumed existing Native American burial ground. Common ground not intended for development shall be established around the assumed existing Native American burial ground and such common ground shall not be reduced except in compliance with all applicable federal, state, and local laws and regulations.
  - d) Use of Funds - The City may utilize amounts paid by Owner to the City under this section 3 for any infrastructure improvements and/or maintenance which the City, in its sole reasonable discretion, determines to be necessary as a result of the development of the Subject Property.
  - e) Payment – Notwithstanding anything in this section 3 to the contrary, all payments shall be due no later than three (3) years from the date of approval of the first final plat on the Subject Property.
4. ***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 approved by the City prior to construction of such facilities. Construction plans shall include a thorough geotechnical study performed by a qualified geotechnical engineer who shall certify that the proposed site development does not pose unacceptable risks to public safety or infrastructure. 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 during the warranty period required by 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. Owner shall obtain all necessary easements to construct improvements related to Owner's Development of the Subject Property and shall be liable for all damages to adjoining properties that maybe caused by Owner's Development of the Subject Property, even where construction of improvements are in accordance with the City's *Street, Storm Sewer, and Sanitary Sewer Specifications and Standards*, as may be amended or succeeded, and construction plans approved by the City.
5. ***Subdivision and Development*** – If any development of the Subject Property, including final platting, shall be phased, then a phasing plan shall be submitted to the Director of Community Development no later than first application for a Final Plat on the Subject Property, provided that such phasing plan shall not include any required timeline, and shall not precluded filing of more than one phase at any given time. Thereafter, development and platting of the Subject shall be in accordance with the phasing plan, and the phasing plan may not be amended except upon consent of the Director of Community Development. Once preliminary platted, no part of the Subject Property shall conveyed as a small area transfer, as

set forth in City's Subdivision Regulations, until the entire Subject Property has been final platted in accordance with the City's Subdivision Regulations.

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:

Tompkins Homes and Development, Inc.  
6000 S. Highway KK  
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 in the development of the Subject property, 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 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 and shall be effective on the last 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:

Tompkins Homes and Development, Inc.

By: [Signature]  
Name Printed: Mike Tompkins  
Date 10-6-16

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF BOONE     )

On this 6<sup>th</sup> day of October, 2016 before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he or she is \_\_\_\_\_ of Tompkins Homes and Development, Inc., a Missouri corporation, and that said instrument was signed on behalf of said corporation, acknowledged said instrument to be the free act and deed of said corporation 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.

Phebe Lamar-Emig  
Phebe Lamar-Emig, Notary Public

My commission expires: 3-13-17





OWNER:

Betty Gayle Smith, Trustee of the <sup>Glenn</sup> Glen Smith Trust  
and <sup>Lille</sup> Lille Beatrice Smith Trust

*Betty Gayle Smith*

Name Printed: Betty Gayle Smith

Date 10-6-16

STATE OF MISSOURI     )  
  ) SS  
COUNTY OF BOONE     )

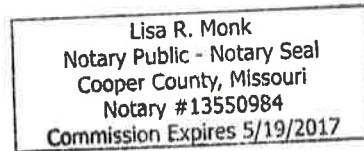
On this 6<sup>th</sup> day of October, 2016, before me appeared **Betty Gayle Smith**, to me personally known, who, being by me duly sworn did say that she is Trustee of the Glen Smith Trust and Lille Beatrice Smith Trust, and that said instrument was signed on behalf of said Trust, acknowledged said instrument to be the free act and deed of said Trust and that 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.

*Lisa R. Monk*

LISA R. MONK, Notary Public

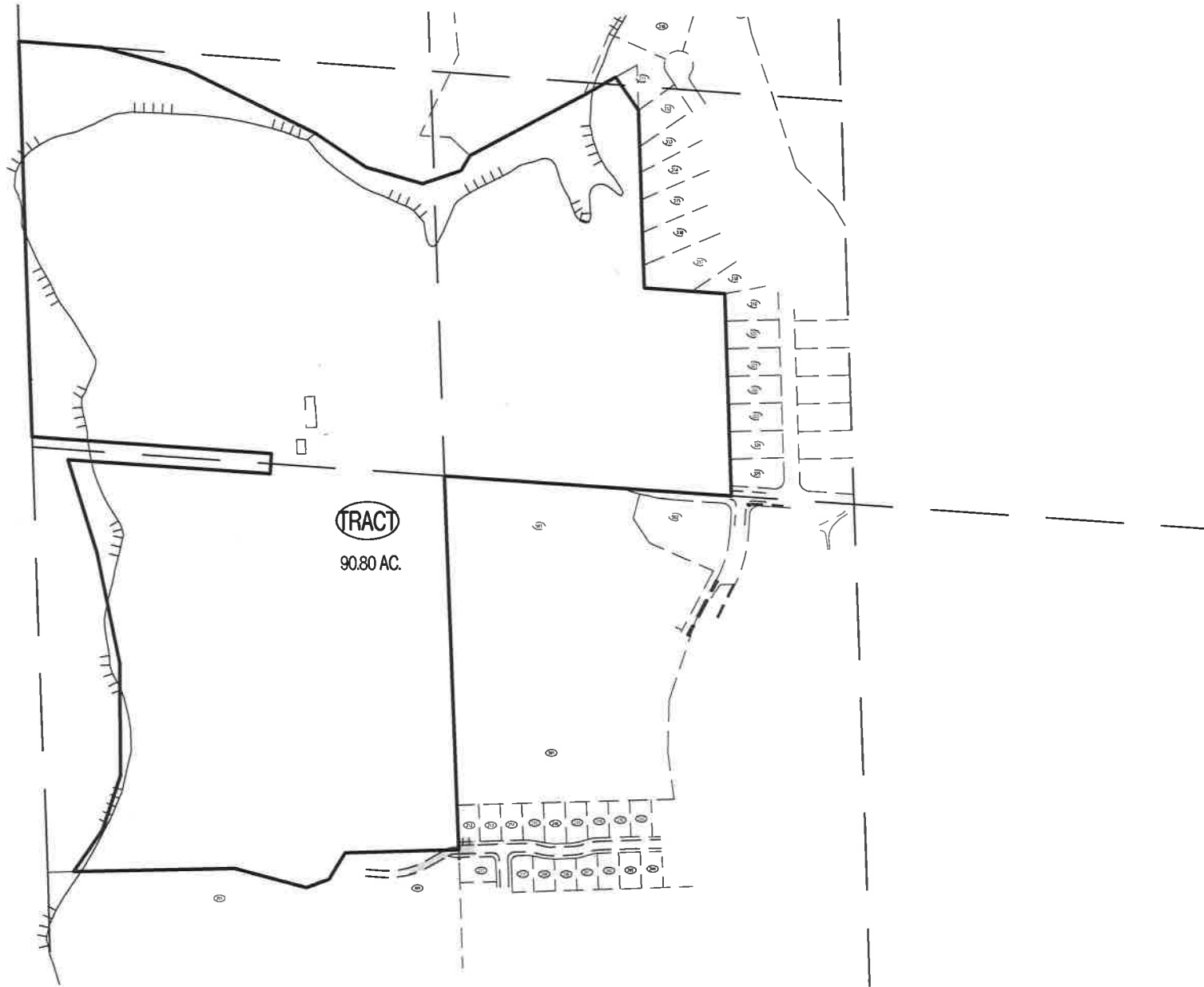
My commission expires: 5-19-17



**EXHIBIT A  
LEGAL DESCRIPTION**

# BRECKENRIDGE PARK BOUNDARY

## EXHIBIT A



DESCRIPTION FOR BRECKENRIDGE PARK, ANNEXATION AND ZONING  
TOMPKINS HOMES AND DEVELOPMENT LLC.  
JOB #140213



JANUARY 4, 2016  
REVISED: SEPTEMBER, 2016

A TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 17, TOWNSHIP 48 NORTH, RANGE 13 WEST, COLUMBIA, BOONE COUNTY, MISSOURI AND BEING PART OF THE LAND DESCRIBED BY THE DEEDS RECORDED IN BOOK 4569, PAGES 80 AND 81 AND THE TRUSTEES DEEDS RECORDED IN BOOK 1375, PAGE 385, BOOK 3188, PAGE 67, AND BOOK 3188, PAGE 69, AND BEING PART OF TRACT 1, AS SHOWN BY THE SURVEY RECORDED IN BOOK 3182, PAGE 105 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, AND THE SOUTHWEST CORNER OF STONERIDGE ESTATES, PLAT 3, RECORDED IN PLAT BOOK 33, PAGE 35, AND WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, N 83°11'40"W, 934.13 FEET TO THE NORTHEAST CORNER OF SAID TRACT 1; THENCE LEAVING THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 17 AND WITH THE LINES OF SAID TRACT 1, S 1°03'00"W, 1215.13 FEET; THENCE N 88°38'05"W, 371.63 FEET; THENCE S 34°29'15"W, 101.96 FEET; THENCE S 72°16'50"W, 78.46 FEET; THENCE N 72°02'30"W, 242.02 FEET; THENCE N 88°12'10"W, 520.15 FEET TO THE SOUTHEAST CORNER OF THE TRACT DESCRIBED BY THE TRUSTEES DEED RECORDED IN BOOK 4279, PAGE 143, THENCE LEAVING THE LINES OF SAID TRACT 1 AND WITH THE LINES OF THE TRACT DESCRIBED BY SAID TRUSTEES DEED RECORDED IN BOOK 4279, PAGE 143, N 37°27'35"E, 164.44 FEET; THENCE N 21°46'45"E, 188.56 FEET; THENCE N 2°52'10"E, 361.81 FEET; THENCE N 8°17'00"W, 361.83 FEET; THENCE N 14°09'15"W, 320.35 FEET; THENCE S 83°09'55"E, 657.19 FEET; THENCE N 6°50'05"E, 66.00 FEET; THENCE N 83°09'55"W, 777.69 FEET TO THE WEST LINE OF SAID SECTION 17; THENCE LEAVING THE LINES OF THE TRACT DESCRIBED BY SAID TRUSTEES DEED RECORDED IN BOOK 4279, PAGE 143; AND WITH THE WEST LINE OF SAID SECTION 17, N 1°13'25"E, 1282.39 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 17; THENCE LEAVING THE WEST LINE OF SAID SECTION 17 AND WITH SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, S 83°11'40"E, 266.53 FEET TO THE APPROXIMATE CENTER OF THE MAIN CHANNEL OF PERCHE CREEK AND THE SOUTH LINE OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 3075, PAGE 39; THENCE WITH THE CENTER OF THE MAIN CHANNEL OF PERCHE CREEK AND THE SOUTH LINE OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 3075, PAGE 39, S 72°29'10"E, 285.50 FEET; THENCE S 61°02'45"E, 467.55 FEET; THENCE S 53°27'30"E, 194.50 FEET; THENCE S 71°08'50"E, 191.80 FEET; THENCE N 73°57'40"E, 133.37 FEET; THENCE N 33°42'30"E, 57.10 FEET TO THE SOUTHWEST CORNER OF THE TRACT DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 690, PAGE 601; THENCE LEAVING SAID CENTER OF THE MAIN CHANNEL OF PERCHE CREEK AS DESCRIBED BY SAID WARRANTY DEED RECORDED IN BOOK 3075, PAGE 39, AND WITH THE LINES OF THE TRACT DESCRIBED BY SAID WARRANTY DEED RECORDED IN BOOK 690, PAGE 601, N 64°50'45"E, 420.12 FEET TO THE WESTERNMOST CORNER OF STONERIDGE ESTATES, PLAT 3-A, RECORDED IN PLAT BOOK 33, PAGE 65; THENCE LEAVING THE LINES OF THE TRACT DESCRIBED BY SAID WARRANTY DEED RECORDED IN BOOK 690, PAGE 601, AND WITH THE LINES OF SAID STONERIDGE ESTATES PLAT 3-A, N 63°19'55"E, 119.74 FEET; THENCE S 31°30'45"E, 130.72 FEET TO THE WEST LINE OF STONERIDGE ESTATES PLAT 3, RECORDED IN PLAT BOOK 33, PAGE 35; THENCE LEAVING THE LINES OF SAID

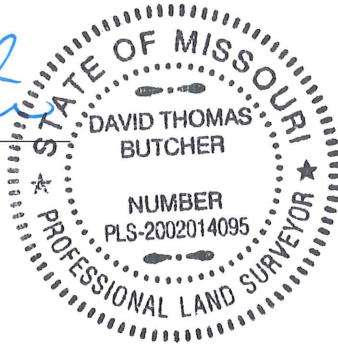
STONERIDGE ESTATES PLAT 3-A AND WITH THE LINES OF SAID STONERIDGE ESTATES PLAT 3, S 1°19'10"W, 578.48 FEET; THENCE S 83°13'10"E, 261.85 FEET; THENCE S 1°19'40"W, 659.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 90.80 ACRES.

*David Thomas Butcher*

DAVID T. BUTCHER, PLS-2002014095

*9/23/2016*

DATE



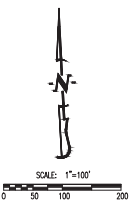
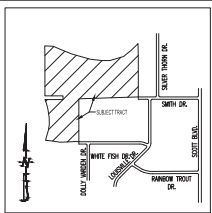
**Exhibit B**  
**Depiction of Lots and Improvements**



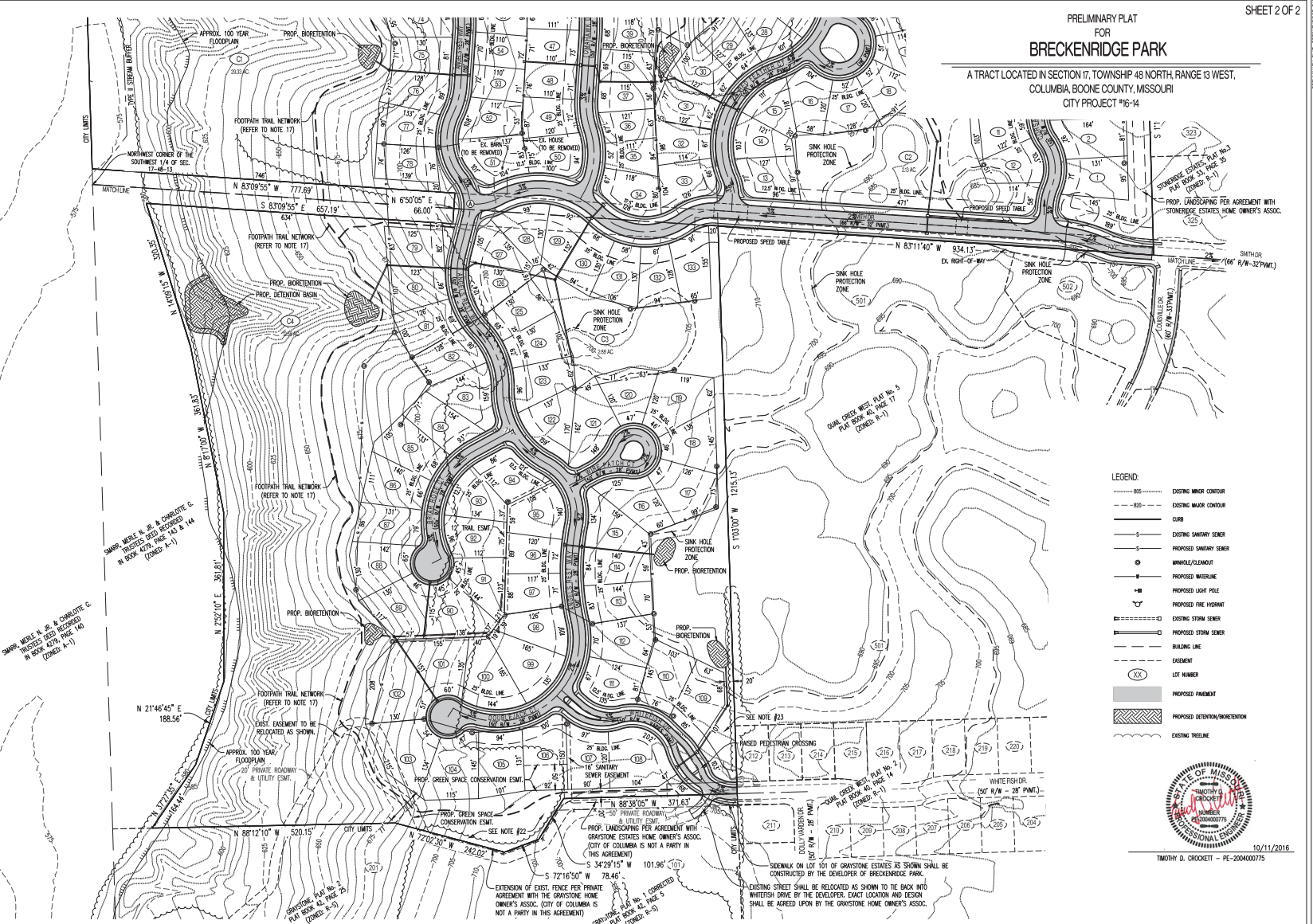
# EXHIBIT B

PRELIMINARY PLAN  
FOR  
**BRECKENRIDGE PARK**

A TRACT LOCATED IN SECTION 17, TOWNSHIP 48 NORTH, RANGE 13 WEST,  
COLUMBIA, BOONE COUNTY, MISSOURI  
CITY PROJECT #16-14



- NOTES:**
1. ALL PUBLIC SANITARY SEWER EXTENSIONS SHALL BE MINIMUM OF 8" DIAMETER. SEWERS NOT CONCENTRATED ALONG FRONTS OF LOTS TO BE LOCATED WITHIN 16 FOOT WIDE EASEMENTS OR EASEMENTS EQUAL TO THE DEPTH OF THE SEWER IF SEWER IS GREATER THAN 16 FEET. NO SEWER TAPS WILL BE GREATER THAN 20 FEET.
  2. PART OF THIS TRACT LIES WITHIN THE 100 YEAR FLOODPLAIN AS ADOPTED BY THE CITY OF COLUMBIA AS SHOWN BY FIRM PANEL 28019C0080 DATED MARCH 17, 2011.
  3. THE STREET R/W SHALL BE 50 FOOT WIDE, UNLESS OTHERWISE NOTED.
  4. THERE SHALL BE A 10 FOOT UTILITY EASEMENT ALONG THE SIDE OF EACH LOT ADJACENT TO STREET RIGHT-OF-WAY.
  5. NATURAL GAS DISTRIBUTION TO BE DESIGNED BY AMEREN I.E.
  6. WATER DISTRIBUTION TO BE DESIGNED BY THE CITY OF COLUMBIA WATER & LIGHT.
  7. ELECTRIC DISTRIBUTION TO BE DESIGNED BY THE CITY OF COLUMBIA WATER & LIGHT.
  8. LOT NUMBERS SHOWN ARE FOR INVENTORY PURPOSES ONLY.
  9. THE EXISTING ZONING OF THIS TRACT IS R-S (PENDING ANNEXATION/ZONING INTO THE CITY OF COLUMBIA TO R-1).
  10. THIS PLAN CONTAINS 90.80 ACRES.
  11. A 5' SIDEWALK SHALL BE CONSTRUCTED ALONG BOTH SIDES OF ALL INTERNAL STREETS UNLESS OTHERWISE NOTED.
  12. THIS TRACT IS REGULATED BY THE STREAM BUFFER REQUIREMENTS IN SECTION 12A-230, ARTICLE X OF THE CITY OF COLUMBIA CODE OF ORDINANCES AS SHOWN BY THE HUNTSVILLE USSD QUADRANGLE MAP.
  13. LOTS C1-C5 ARE COMMON LOTS AND ARE TO BE DEDICATED TO THE HOME OWNERS ASSOCIATION AND ARE TO BE USED FOR GREENSPACE, AMENITIES AND/OR STORM WATER MANAGEMENT PURPOSES. THE HOME OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OF SAID BMP'S. FURTHERMORE APPROPRIATE EASEMENTS SHALL BE DEDICATED AT TIME OF FINAL PLATING TO ENSURE PROPER ACCESS ARE IN PLACE TO AND OVER SAID BMP'S.
  14. ALL LOTS SHALL HAVE A MINIMUM WIDTH OF 60' AT THE BUILDING LINE.
  15. A MINIMUM OF 25% OF THE TREES CLASSIFIED AS CLIMAX FOREST AND LOCATED ON THIS TRACT SHALL BE PRESERVED. A TREE PRESERVATION PLAN SHALL BE SUBMITTED AND APPROVED BY THE CITY ARBORIST PRIOR TO LAND DISTURBANCE.
  16. THE RESPONSIBILITIES FOR THE DEDICATION OF RIGHT-OF-WAY AND CONSTRUCTION OF THE FUTURE BROWARD EXTENSION ARE DETAILED IN THE DEVELOPMENT AGREEMENT FOR BRECKENRIDGE PARK.
  17. THE DEVELOPER SHALL CONSTRUCT A FOOTPATH TRAIL NETWORK AS SHOWN. THE EXACT LOCATION WILL BE DETERMINED AT THE TIME OF CONSTRUCTION. IT IS THE INTENT OF THE TRAIL NETWORK TO MEANDER AROUND TREES & OUTCROPPINGS. HARD SURFACE OR GRAVEL IS NOT REQUIRED FOR THIS FOOTPATH TRAIL. THE CONSTRUCTION OF THE TRAIL SHALL TAKE PLACE IN CONJUNCTION WITH THE ADJACENT FINAL PLATS. PHASING OF THE OVERALL TRAIL NETWORK IS ALLOWED. ALL FUTURE MAINTENANCE OF SAID TRAIL IS TO BE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION AND NOT THE CITY OF COLUMBIA.
  18. LOT C5 CONTAINS A POSSIBLE NATIVE AMERICAN BURIAL MOUND. ALL CONSTRUCTION AROUND THIS FEATURE SHALL BE IN ACCORDANCE WITH ALL STATE REGULATIONS THAT HAVE JURISDICTION OVER FEATURES SUCH AS THIS.
  19. ALL CONSTRUCTION OVER & AROUND SINKHOLES SHALL BE PERFORMED ACCORDING TO STATE OF MISSOURI REGULATIONS. THERE SHALL BE "NO BUILD ZONE" AS IDENTIFIED BY A GEOTECHNICAL REPORT AS COMPLETED BY A QUALIFIED GEOTECHNICAL ENGINEER IN THE STATE OF MISSOURI.
  20. THE AREAS SHOWN AS LOTS C1 & C4 WILL NOT BE LESS THAN 90% OF THE SIZE SHOWN AT THE TIME OF FINAL PLATING.
  21. LOT C2 MAY CONTAIN A PRIVATE PARK, PRIVATE TRAIL HEAD AND/OR PRIVATE PARKING LOT FOR NEIGHBORHOOD TRAIL USE.
  22. THE AREA CONTAINED IN COMMON LOT C4 LOCATED SOUTH OF LOTS 104-108 SHALL BE PLACED IN A GREENSPACE CONSERVATION EASEMENT. THERE SHALL BE A GREENSPACE TRAIL EASEMENT PLACED ON SAID PORTION OF LOT C4 AS WELL. THE GREENSPACE TRAIL EASEMENT SHALL BE 12' IN WIDTH AND SHALL BE CENTERED ON THE TRAIL. AS CONSTRUCTION SAID EASEMENTS SHALL BE DEDICATED ON THE FINAL PLAT OF THAT PORTION OF THE DEVELOPMENT.
  23. THE AREA IN COMMON LOT C3 LOCATED EAST OF LOT 109 & WEST OF LOT 212 OF OUAL CREEK WEST, PLAT 2 SHALL BE PLACED IN A GREENSPACE TRAIL EASEMENT ONCE CONSTRUCTION IS COMPLETED. SAID EASEMENTS SHALL BE DEDICATED ON THE FINAL PLAT OF THAT PORTION OF THE DEVELOPMENT.
  24. LOTS 128-133 SHALL HAVE SHARED DRIVEWAYS. A TOTAL OF 3 DRIVEWAYS SHALL BE ALLOWED FOR SAID SIX LOTS ONTO SMITH DRIVE.
  25. THE RIGHT-OF-WAY AT THE ANGELS REST/SMITH DRIVE INTERSECTION SHALL ACCOUNT FOR A FUTURE ROUNDABOUT. SAID ROUNDABOUT RIGHT-OF-WAY SHALL BE 110' DIAMETER.



**LEGEND:**

- 805 --- EXISTING MINOR CONTOUR
- 820 --- EXISTING MAJOR CONTOUR
- CURB ---
- EXISTING SWAMPY SEWER ---
- EXISTING SANITARY SEWER ---
- MANHOLE/CLEANOUT
- PROP. WATERLINE ---
- PROP. LIGHT POLE ---
- PROP. FIRE HYDRANT ---
- EXISTING STORM SEWER ---
- PROP. STORM SEWER ---
- BUILDING ---
- EASEMENT ---
- LOT NUMBER ---
- PROP. FENCE ---
- PROP. DETENTION/RETENTION ---
- EXISTING WELLS ---



TIMOTHY D. CROCKETT - PE-200400775

APPROVED BY THE CITY OF COLUMBIA PLANNING AND ZONING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**OWNER:**  
LILLIE BEATRICE SMITH TRUST  
632 W. SMITH DRIVE  
COLUMBIA, MO 65203

**OWNER/DEVELOPER:**  
TOMPKINS HOMES & DEVELOPMENT INC.  
6200 S. HIGHWAY KK  
COLUMBIA, MO 65203

SITE/CHL ENGINEER  
**CROCKETT**  
ENGINEERING CONSULTANTS  
10000 N. STATE ST.  
COLUMBIA, MISSOURI 65203  
www.crockettengineering.com  
Crockett Engineering Consultants, LLC  
Missouri Certificate of Authority  
00016812002

RUSTY STROUTMAN - CHAIRPERSON  
10/11/2016 REVISED  
09/23/2016 REVISED  
08/01/2016 ORIGINAL



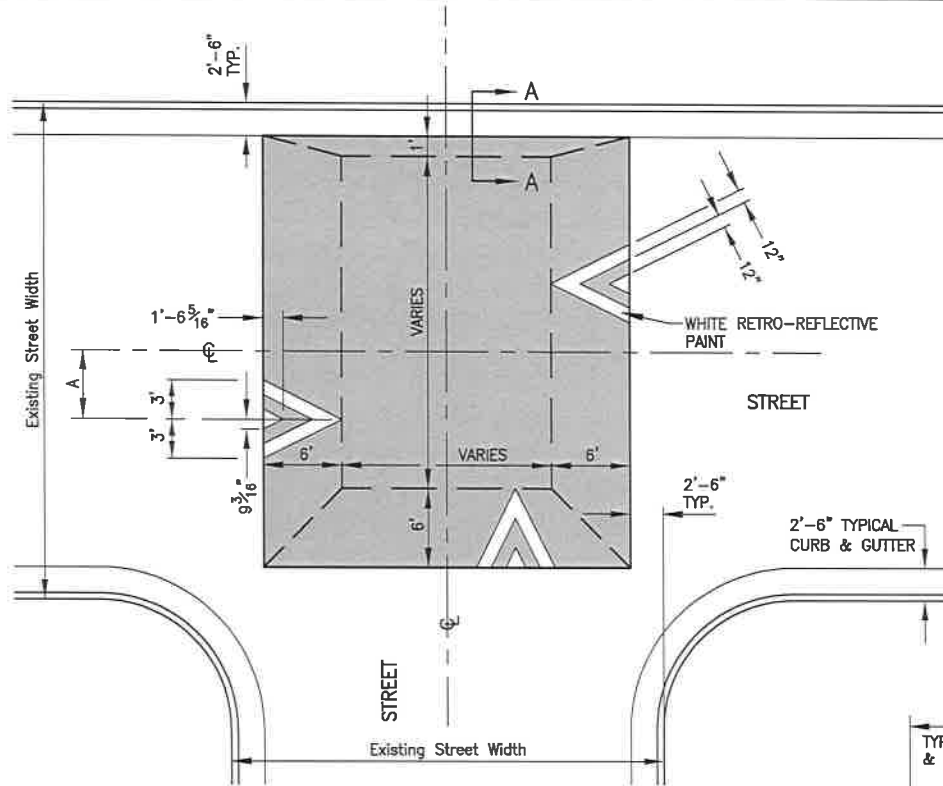
Existing Street Width	A
38' & wider	5'-3"
between 32' & 38'	3'-9"
32' & narrower	3'-2"

W17-1  
MUTCD  
30" x 30"  
Black Letters  
Yellow Background

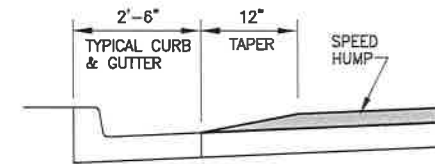


W13-1  
MUTCD  
18" x 18"

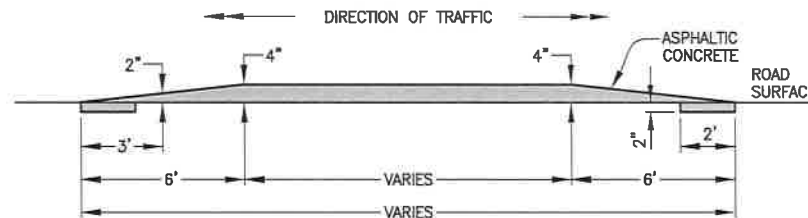
PLACED APPROX. 100'  
BEFORE TABLE OR AS  
DIRECTED BY INSPECTOR.



PLAN  
NOT TO SCALE



SECTION A-A  
NOT TO SCALE



PROFILE  
NOT TO SCALE

City of Columbia, Missouri Department of Public Works		
<b>SPEED TABLE</b> T-INTERSECTION		
Scale: None	Dwn: C.M.V.	Date: 4/29/2015

EXHIBIT C