

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

This First 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"), 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 west of Providence Road and south of Veterans United Drive known as Spring Brook (the "Subject Property" or "Spring Brook"); and
- B. WHEREAS, pursuant to paragraph 2(a)(i) of the Agreement, Developer is obligated (amongst other obligations) to construct a single-lane roundabout at the intersection of Veterans United Drive and MU Healthcare Drive/Veterans United Middle Drive as a condition precedent to the issuance of further building permits on the Subject Property; and
- C. WHEREAS, construction of said roundabout has been delayed by Developer's inability to secure the necessary easements from the owner of the land that is to be the southeast portion of the roundabout; and
- D. WHEREAS, CITY has agreed to acquire by condemnation the easements necessary for the construction of said roundabout; and
- E. WHEREAS, Developer has sold and is developing three lots of the Subject Property; and
- F. WHEREAS, Developer desires to continue to sell and develop certain lots in Spring Brook during the pendency of the condemnation proceedings and construction of said roundabout; and
- G. WHEREAS, the Parties hereto understand that this First 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, which includes the obligation to construct an additional westbound roundabout travel lane on the north side of Veterans United Drive; and
- H. WHEREAS, the Parties hereto desire to formally amend the Agreement with this First Amendment and desire to be bound by the terms contained in the Agreement as amended or supplemented by those terms contained in 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. Paragraph 2(a)(i) of the Agreement shall be deleted in its entirety and replaced with the following:

“i. Construct, at Developer’s expense and subject to acceptance by the City, a single-lane roundabout not less than 135 feet in diameter as measured from the outside curb of the roundabout at the intersection of Veterans United Drive and MU Healthcare Drive/Veterans United Middle Drive as depicted in the Traffic Study. The roundabout must be completed by Developer at Developer’s expense, and accepted by the City prior to the issuance of any building permits for any lot on the Subject Property with the exception of lots 1, 2, 3, 4, and 12 as shown on the Preliminary Plat. Lots 1, 2, 3, 4, and 12 as shown on the Preliminary Plat shall only be required to follow the ordinary process for issuance of building permits and occupancy permits, and their permits are no longer conditioned on construction of the roundabout. The issuance of any building permit or certificate of occupancy for lots 2 and 3 shall be conditioned upon the deposit with the City Treasurer by Developer of a cash escrow amount equal to 150% of a design engineer quote based on the anticipated cost of City to complete the roundabout.

To secure and guarantee performance of its obligations to construct said roundabout, Developer must provide security and collateral in the form of an Escrow Agreement, as set forth in the attached Exhibit D, which is hereby incorporated herein, for an amount equal to One Million Four Hundred Forty-Seven Thousand Five Hundred dollars (\$1,447,500.00) paid to the City and guaranteeing the construction, installation, and completion of the roundabout in the time and manner as set forth in this Agreement and the Escrow Agreement.”

2. 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 First 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'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:

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

By: 

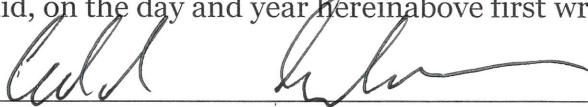
Name Printed: Jon Odle

Date 6-5-25

STATE OF MISSOURI     )  
                                      ) SS  
COUNTY OF BOONE     )

On this 5 day of June, 2025, before me appeared Jonathan 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 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.

  
Notary Public

My commission expires: 12-02-2026

