
(Space above reserved for Recorder of Deeds certification)

Document Recording Cover Sheet

1. **Title of Document:** First Amendment to the Development Agreement
2. **Date of Document:** _____
3. **Grantor(s)/Party indexed as Grantor(s):** Capital Land Investment LLC

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 revised Exhibit A (page 4 of the document)

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.)

**FIRST AMENDMENT
to the
DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF COLUMBIA
AND
CAPITAL LAND INVESTMENT LLC**

This First Amendment to the Development Agreement between the **CITY OF COLUMBIA**, a municipal corporation of the State of Missouri ("CITY"), and **CAPITAL LAND INVESTMENT LLC**, 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 July 15, 2024, CITY and Developer entered into a Development Agreement ("Agreement") approved by Ordinance No. 025712 relating to the development of an approximately 16.79-acre, two-phase planned development located generally at the southeast corner of Scott Boulevard and Vawter School Road, known as Copperstone Corner (also referred to herein as the "Subject Property"); and
- B. WHEREAS, Ordinance No. 025712 included approval of the final plat of Copperstone Corner Plat 1, which included Lot 101 from Phase One of the planned development; and
- C. WHEREAS, on or about July 25, 2024, Developer conveyed Lot 101 of the planned development to RH Real Estate Co., LLC; and
- D. WHEREAS, Developer has submitted a planned development amendment for Phase Two and the remaining lots of Phase One of the planned development, consisting of approximately 13.77 acres, known as Columbia Senior Living Community PD Plan, **attached hereto and incorporated as if fully set forth herein as Exhibit D**; and
- E. WHEREAS, the Columbia Senior Living Community PD Plan includes all lots of the planned development except for Lot 101; and
- F. WHEREAS, as of the date of this First Amendment to the Agreement, all obligations contained in the Agreement as they relate to Phase One and Lot 101 have been completed by Developer and accepted by City; and
- G. WHEREAS, it is the intent of the Parties to amend the Subject Property and release Lot 101 and its owner from the remaining obligations of the Agreement; and

- H. WHEREAS, pursuant to paragraph 2(b) of the Agreement, Developer is obligated (amongst other obligations) to construct certain roadway improvements on Scott Boulevard identified in a traffic impact study performed by Lochmueller Group, dated January 30, 2023 (attached to the Agreement as "Exhibit C"), as a condition precedent to the approval of any final plat of any lot of Phase Two of the Subject Property; and
- I. WHEREAS, Developer caused Lochmueller Group to produce a second traffic impact study, dated March 30, 2026, as it relates to the Columbia Senior Living Community PD Plan, which suggests revised roadway improvements. Said traffic impact study is **attached hereto and incorporated is if fully set forth herein as Exhibit E**; and
- J. WHEREAS, Paragraph 6 of the Agreement contemplates amendments thereto made in writing and executed by CITY and Developer; and
- K. 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(b) of the Agreement shall be deleted in its entirety and replaced with the following:

“b) Traffic Impact Study Improvements – Scott Boulevard. Developer will construct the following improvements identified in the March 30, 2026 Traffic Impact Study by Lochmueller Group, attached hereto as **Exhibit E** as part of Phase Two (2) of the PD Plan, known as Columbia Senior Living Community PD Plan, attached hereto as **Exhibit D**. All improvements listed below must be completed by Developer, at Developer’s expense, and accepted by the City prior to the issuance of a certificate of occupancy for Phase Two of the Subject Property.

 - i. Construct a southbound left-turn lane on Scott Boulevard extending fifty (50) feet north from the point of ingress/egress for the Subject Property from Scott Boulevard.
 - ii. Install a stop sign and stop bar pavement markings for the traffic exiting from the Subject Property to Scott Boulevard.”

2. Exhibit A of the Agreement shall be deleted in its entirety and replaced with the following:

"EXHIBIT A
Legal Description of Subject Property

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 48 NORTH, RANGE 13 WEST, CITY OF COLUMBIA, BOONE COUNTY, MISSOURI, BEING PART OF TRACT 1-A OF A SURVEY RECORDED IN BOOK 2860, PAGE 59, ALSO BEING ALL OF LOTS 102 AND 103 OF COPPERSTONE CORNER PLAT 1 RECORDED IN PLAT BOOK 58, PAGE 41, ALSO PART OF THE TRACT DESCRIBED BY WARRANTY DEED RECORDED IN BOOK 5849, PAGE 53, AND PART OF THE TRACT DESCRIBED BY TRUSTEE'S DEED RECORDED IN BOOK 5849, PAGE 54, RECORDS OF BOONE COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 1-A, ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 33; THENCE ALONG THE NORTH SECTION LINE S 83°10'20"E, 345.72 FEET; THENCE LEAVING SAID SECTION LINE AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF VAWTER SCHOOL ROAD S 06°49'40"W, 55.00 FEET; THENCE S 83°10'20"E, 228.58 FEET; THENCE ALONG CURVE TO THE LEFT HAVING A RADIUS OF 11904.64 FEET, AN ARC LENGTH OF 24.73 FEET AND SAID CURVE HAVING A CHORD WHICH BEARS S 83°13'55"E, 24.73 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF LOT 101 AND C101 OF SAID COPPERSTONE CORNER PLAT 1 S 01°54'10"W, 383.46 FEET; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID LOT C101, S 88°33'55"E, 147.84 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 128.00 FEET, AN ARC LENGTH OF 133.77 FEET AND SAID CURVE HAVING A CHORD WHICH BEARS N 61°29'45"E, 127.77 FEET; THENCE S 88°09'20"E, 29.25 FEET; THENCE LEAVING SAID SOUTH LINE OF SAID LOT C101 AND ALONG THE EAST LINE OF SAID LOT 103 S 01°23'45"W, 279.45 FEET; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF LOTS 304, 305 AND 306 OF COPPERSTONE PLAT 3 RECORDED IN PLAT BOOK 41, PAGE 51, N 88°38'10"W, 374.51 FEET; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF LOTS 306, 307 AND 308 OF SAID COPPERSTONE PLAT 3 S 01°21'25"W, 288.24 FEET; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT 1-A N 88°38'15"W, 501.98 FEET TO A POINT ON THE WEST SECTION LINE OF SAID SECTION 33; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID WEST SECTION LINE N 01°26'10"E, 999.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.77 ACRES.

All bearings referenced to grid north of the Missouri state plane coordinate system nada83 (2011), epoch date 2010.00, central zone, by GPS observations using MoDOT VRS network."

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 First Amendment to the Development Agreement Between the City of Columbia and Capital Land Investment LLC, on the day and year last written below.

CITY:
City of Columbia, Missouri

By: _____ 
De'Carlon Seewood, City Manager

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:

Capital Land Investment LLC, a
Missouri Limited Liability Company

By: _____

Name Printed: _____

Date _____

STATE OF MISSOURI)
) SS
COUNTY OF Cole)

On this 24th day of June, 2026, before me appeared Michael K. Farmer, Jr., to me personally known, who, being by me duly sworn did say that he is President and CEO of Capital Holding Group, Inc., being sole Member of Capital Land Investment LLC, 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: 2/14/2029

KIMBERLY MARIE QUIROUET
Notary Public, Notary Seal
State of Missouri
Cole County
Commission # 13398608
My Commission Expires 02-14-2029