

ANNEXATION AGREEMENT

This Agreement between the **City of Columbia, Missouri**, a municipal corporation (hereinafter "City") and **Fred Overton Development, Inc.**, a Missouri corporation (hereinafter "Owner") is entered into as of the last date of all of the parties to execute the Agreement (the "Effective Date"). In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Owner hereby represents that Owner is the sole legal owner of the following described real estate located in Boone County, Missouri and has the capacity to enter into this Agreement:

See legal description attached as Exhibit A, which is incorporated herein by reference

(hereinafter the "Property").

2. Owner proposes to design and construct certain sanitary sewer extensions to serve a maximum of 34 residential units on the Property in the general location as shown on Exhibit B attached hereto and incorporated herein by this reference (the "Project"). Owner shall dedicate at no cost to the City or Sewer District the public utility easements reasonably necessary for the construction, operation and maintenance of the sanitary sewer lines serving the Project.

3. City agrees to allow Owner to connect sanitary sewer lines serving the Property to the City's sanitary sewer system as set forth herein and in accordance with the Connection Agreement between the Boone County Regional Sewer District and the City of Columbia is attached hereto as Exhibit C, as may be amended from time to time. The total authorized wastewater discharge from the property into the sanitary sewer lines shall not exceed the equivalent of 34 residential units as determined pursuant to Missouri Department of Natural Resources Design Guides, 10 CSR Division 20, Chapter 8. Owner shall make the connection to the City's sanitary sewer system at Owner's sole cost and expense. Owner shall obtain all necessary permits for the sewer construction and connection and shall pay a connection fee in accordance with Chapter 22 of the City Code of Ordinances at the time each individual lot is connected to the sewer.

4. All sewer lines and appurtenances serving the Property shall be located within standard public utility easements dedicated to the public use and constructed in compliance with Sewer District regulations and standards. Construction of the sewer lines and appurtenances may be inspected by the Sewer District and shall be subject to Sewer District approval. The sewer lines and appurtenances shall be conveyed to the Sewer District following construction and approval. The City shall inspect and approve the construction of the connection point to the City's sewer system

prior to the Sewer District's final approval. The City reserves the right to inspect the construction of the sewer lines and appurtenances.

5. Owner shall not allow any other property to connect to or utilize the sewer lines constructed in connection with the Project other than the Property specifically set forth in this Agreement without the express written consent of the City.

6. Code Compliance.

- a. Except as provided in Paragraph 6 d, development and construction on the Property by Owner shall conform to all Boone County ordinances and standards for the duration the property remains outside the city limits. During such time, Owner agrees to obtain all required approvals from the appropriate Boone County authorities for zoning, platting and all applicable development and construction permits necessary to construct a residential development as generally depicted on Exhibit B.
- b. Once annexed into the City, development and construction on the Property shall conform to all City standards, including, but not limited to, the Unified Development Code. Provided, however, any phase of development under construction at the time of annexation may be completed under applicable Boone County requirements together with inspections and approvals by Boone County provided the construction is completed within two (2) years following the date of annexation. Nothing in this Paragraph constitutes a waiver of the obligation to comply with City standards as indicated in Paragraph 6.d.
- c. The Property shall be exempt from all City street lighting construction requirements both before and following annexation. Following construction, all sanitary sewers, storm sewers, streets and sidewalks shall be forever dedicated to the public use.
- d. After the date of execution of this agreement but prior to annexation, Owner shall construct and maintain the following items in connection with such development as required by the city code as though the Property is located within the City limits: (1) tree preservation areas (note: per city code, tree preservation plans must be approved prior to any land disturbance), (2) street frontage landscaping (note: per city code, a landscape plan must be approved prior to any land disturbance), (3) installation of a five (5) foot sidewalk along development's Gillespie Bridge Road frontage, and (4) compliance with the International Fire Code, as adopted and amended by City ordinance ("City Fire Code").
 - i. Owner shall submit tree preservation plans to the City Arborist for approval accompanied by a processing fee payment of \$200.00. Plans shall provide for one or more common lots containing at least 25% of the pre-development climax forest as required by the City's tree preservation ordinance, or, in the alternative, the plans shall provide for 30% of the pre-development climax forest preserved through a combination of common lots and preservation easements, with at least

20% of the pre-development climax forest contained in one or more common lots. The tree preservation easement shall be in a form satisfactory to the City. In presenting tree preservation plans to the city, Owner shall provide plans that are in compliance with the requirements of Chapter 29-4.4 (Landscaping, Screening, and Tree Preservation) of the Unified Development Code, amended and adopted, by City Ordinance.

- ii. Owner shall submit a landscaping plan to the City Arborist for approval accompanied by a processing fee payment of \$200.00. The plan shall comply with the "Street Frontage Landscaping" requirements of Chapter 29-4.4 (Landscaping, Screening and Tree Preservation) of the Unified Development Code, amended and adopted, by City Ordinance.
 - iii. Owner shall submit a copy of the proposed preliminary plat and required revision(s) as well as a copy of the proposed construction plans and required revision(s) to the City Fire Marshal for review and approval concurrent with application to seek Boone County Planning and Zoning Commission or County Commission approval of the preliminary plat or issuance of a land disturbance permit authorizing the installation of infrastructure. The plat and plans submitted to the City Fire Marshal shall demonstrate compliance with the City Fire Code.
- e. Development and construction on the Property shall be subject to County standards and City standards as specifically set forth in paragraph 6(a)-6(d). During the period when Owner is constructing or developing the Project, if any irreconcilable conflict exists between a County regulation and a City regulation, the Owner, after providing notice of the conflict to the City Department of Community Development, Division of Building & Site Development, shall follow the County regulation. Owner acknowledges that no conflict exists if:
- i. A City regulation imposes a more stringent minimum requirement than a corresponding County regulation and compliance with both the county and city regulation can be achieved by satisfying the city requirement, or
 - ii. In any instance where the City imposes a regulation that is not imposed by the County.

In either such instance, Owner shall follow the City requirement.

7. So long as the Property remains outside the City limits, any subdivision of the Property shall be prepared in accordance with the applicable requirements of Boone County. The City shall be provided written notice of the subdivision of the property, but there shall be no requirement that the City approve any plat prior to any action taken on a plat by the Boone County Commission.

8. The parties agree that this agreement shall become null and void in the event the Boone County authorities do not grant the requested zoning, plat and construction approvals for the Project.

9. To the extent allowed by law, at such time as the Property becomes contiguous to the corporate limits of the City, City may, but shall not be obligated to, annex the Property into the City,

without further action of the Owner. The City in its sole discretion may, but shall not be required to, delay annexation of the Property until such time the Property is contiguous to the City by property having frontage on an adjacent roadway which serves the Property, or until any other such time the City reasonably and solely determines to be appropriate to annex the Property and provide available municipal services to the Property.

10. Owner irrevocably appoints the City Manager of Columbia, Missouri, as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the City Council of Columbia, Missouri. The City Manager may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City. Any delay in filing such petition shall not be deemed a waiver of any right of the City to file such petition at such time in the future when, in the sole discretion of the City Manager, the filing of such petition is deemed advisable.

11. In lieu of the power of attorney granted to the City Manager herein, the City Manager may request the Owner to submit a verified petition requesting annexation. In such event, Owner shall, within such time as specified by the City Manager, submit a verified petition requesting annexation of the Property to the Director of Community Development for presentation to the City Council of Columbia, Missouri. The City Manager may request Owner to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

12. The petition for annexation may request that the Property be placed in Zoning District R-1, or equivalent, upon annexation. If the proposed ordinance annexing the Property does not place the Property in the zoning district specified herein, Owner may withdraw the petition for annexation. Such withdrawal shall not affect the parties' obligations under this Agreement, including City's obligation to provide sewer service.

13. Except as expressly set forth in paragraph 12 hereof, Owner agrees not to take any action to oppose any annexation initiated by the City which includes the Property. Owner further agrees not to take any action to oppose any annexation initiated by the City or by any property owner which includes any property lying between the Property and the City limits. The parties acknowledge they are entering into this agreement in good faith and that the commitment of Owner to annex the Property into the city limits the City is a material condition upon which the City has placed substantial reliance in entering into the agreement. City states it would not enter into this agreement allowing connection of Owner's Property to the City's sanitary sewer system but for such commitment to annex the Property into the city limits.

14. Owner shall give a copy of this Agreement to each person who buys all or a portion of the Property.

15. If Owner fails to annex the Property as provided herein, City may terminate sewer service to the Property and disconnect the sewer lines serving the Property from the City's sanitary sewer system. City shall give Owner and Boone County Regional Sewer District five (5) years prior written notice of its intent to terminate sewer service.

16. This Agreement is not intended to confer any rights or remedies on any person other than the parties.

17. The benefits and burdens of this Agreement are intended to attach to and run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

18. Owner, at Owner's 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, contractual damages and losses, economic damages and losses, any and 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, out of either Owner's breach of this Agreement or any action or inaction of Owner, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Owner may be liable.

19. This Agreement shall be construed according to the laws of the State of Missouri. The parties shall comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.

20. Any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.

21. This Agreement contains the entire and complete agreement between the City and the Owner. The parties agree that this Agreement constitutes a lawful contract between the parties and the Owner hereby acknowledges and agrees that this Agreement and the City's ordinances and regulations applicable to this Agreement constitute lawful exercises of the City's authority and police power.

22. The City shall record this Agreement in the office of the Boone County Recorder of Deeds.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day set forth below each of their signatures.

CITY OF COLUMBIA, MISSOURI




By: _____
John Glascock, Interim City Manager

ATTEST:

Date: _____

Sheela Amin, City Clerk

APPROVED AS TO FORM:



Nancy Thompson, City Counselor/jc

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this ____ day of _____, 2019, before me appeared John Glascock, to me personally known, who, being by me duly sworn, did say that he is the Interim 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 last above written.

Notary Public

My commission expires: _____.

OWNER: Fed Overton Development, Inc.

By: *Fred W. Overton*
Fred W. Overton, President/Secretary
Date: 8-17-19

STATE OF MISSOURI)
) ss
COUNTY OF Boone)

On this 20 day of May, 2019, before me, a Notary Public in and for said state, personally appeared, Fred W. Overton, to me personally known, who, being by me duly sworn, did say that he is President/Secretary of Fred Overton Development, Inc., a Missouri corporation, and that the foregoing agreement was signed on behalf of said corporation and acknowledged such agreement to be the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and state aforesaid the day and year last above written.

Danielle Griffith
Notary Public

My commission expires: 10/28/2020



Exhibit A

Legal Description of the Property

DESCRIPTION FOR ANNEXATION TO CITY OF COLUMBIA
FRED OVERTON DEVELOPMENT INC.
JOB #150519

APRIL 11, 2017

A TRACT OF LAND CONTAINING 17.00 ACRES, MORE OR LESS, LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTEEN (13) WEST, OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN BOONE COUNTY, MISSOURI AND BEING SHOWN AND DESCRIBED AS TRACT ONE (1) OF THE SURVEY RECORDED NOVEMBER 10, 2003 AS INSTRUMENT NO. 2003045897 IN BOOK 2389, PAGE 9, RECORDS OF BOONE COUNTY, MISSOURI.

DAVID T. BUTCHER, PLS-2002014095

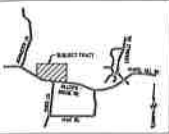
DATE

Exhibit B

Perche Ridge Preliminary Plat

PRELIMINARY LOT LAYOUT
PERCHE RIDGE

A MAJOR SUBDIVISION LOCATED IN
 SECTION 19, TOWNSHIP 48 NORTH, RANGE 13 WEST
 COLUMBIA, BOONE COUNTY, MISSOURI



PREPARED BY
CROSBY
 ENGINEERS AND ARCHITECTS
 1000 N. GARDNER ST.
 COLUMBIA, MO 65203
 www.crosbyengineering.com
 Project No. 2004-001-001-001-001

OWNER/DEVELOPER
FRED OVERTON DEVELOPMENT, INC.
 1700 OLIVE ROAD
 COLUMBIA, MO 65203

Exhibit C

Sewer Connection Agreement between the
Boone County Regional Sewer District and the City of Columbia

CONNECTION AGREEMENT

This agreement is entered into between the Boone County Regional Sewer District, a common sewer district organized pursuant to Chapter 204 RSMo (“District”) and the City of Columbia, MO, a municipal corporation (“City”) is entered into on the date of the last signatory noted below (the “Effective Date”).

WHEREAS, the City operates a regional wastewater treatment plant that is capable of providing wastewater treatment services for the District service area that is the subject of this Agreement (“the Perche Creek Service Area” or “Service Area”);

WHEREAS, it is feasible to construct sanitary sewers to connect the Perche Creek Service Area to the City’s sanitary sewer collection system;

WHEREAS, such a sanitary sewer connection will make construction of a new wastewater treatment system to serve the Perche Creek Service Area unnecessary;

WHEREAS, the parties are authorized pursuant to §70.220 RSMo to enter this agreement; and

THEREFORE, the parties hereto agree as follows:

1. The Perche Creek Service Area is shown as the platted area on the attached Exhibit A.
2. The purpose of this agreement is to establish the terms of under which the City will accept a connection from District-owned sewers providing residential service in the Perche Creek Service Area to the City’s sanitary sewer collection system. No other purpose is allowed under this agreement.
3. The following definitions apply to this agreement:
 - a. “Connecting sewer” means the sewer to be constructed pursuant to this agreement connecting the Perche Creek Service Area to the City’s existing sanitary sewer collection system.
 - b. “Developer” means the property developer for the Perche Creek Service Area.
4. Upon receipt of a complete and approvable application(s), including approvable plans, necessary for the construction of a Connecting Sewer, and payment of all application fees due under Chapter 22 of the Code of Ordinances, the City will, as soon as practical, review the application(s) and plans in accordance with City ordinances and state and federal law. If the application(s) and plans demonstrate the design of the Connecting Sewer will comply with all applicable laws, the City will approve the application for construction of the Connecting Sewer, subject to

- such terms and conditions as are determined to be appropriate by the City.
5. The City shall not be responsible for acquiring easements necessary for construction of the Connecting Sewer.
 6. The District shall own the Connecting Sewer and the sewers internal to the Perche Creek Service Area. The District shall maintain and operate the Connecting Sewer and the sewers internal to the Perche Creek Service Area at its cost.
 7. The District shall provide construction inspection in accordance with the City standards and specifications and will submit all reports developed as a result of the inspection along with the required CCTV inspection to the City for review. The city shall review the submitted material as soon as practical and indicate to the District if there are any deficiencies identified by the city as a result of its review. The District shall assure the correction of all deficiencies prior to acceptance of the system by the District from the Developer or the Developer's contractor.
 8. The District shall maintain all public sewers in the Perche Creek Service Area in compliance with the City sewer standards and plumbing codes. The City shall have the right to inspect the Connecting Sewer and the sewers in the Service Area for as long as these sewers are connected to the City's sewer system. The District shall promptly repair any deficiencies or damage identified at any time by the City or the District; this includes the implementation of cost-effective remedies for inflow and infiltration in the District sewer system that significantly increases the City's operational costs or significantly impacts the capacity of any City sewer infrastructure. The District's maintenance must ensure that inflow and infiltration into the City's system do not become excessive. Inflow and infiltration is excessive if the rainfall-induced peak flow rate results, or will result, in chronic operational problems during storm events (for example, sewer surcharge, manhole overflows and backups into buildings). In addition, inflow and infiltration is also excessive if flow exceeds 275 gallons per person per day in the Service Area; there shall be a rebuttable presumption that each single family residential unit in the service area houses 3.7 people.
 9. The Distinct shall provide a monthly Wholesale Treatment Report for the Perche Creek Service Area listing all the District customers in said Service Area that are receiving wholesale treatment from the City. The Report shall be divided according to water meter size and shall list water usage per customer. The usage per customer will be based on readings from the water provider of the customer and shall reflect average water usage determined according to regulations outlined in Section 3.7 of the District's User Rate Regulations. If a property is vacant and there is no water usage, that property will not be included in the Wholesale Treatment Report.

10. The City shall submit to the District a monthly bill for the Perche Creek Service Area based on the Wholesale Treatment Report for said Service Area. The amount billed shall be equivalent to 100 percent of the base charge and 80 percent of the volume charge included in Section 22-263 of the City Code, including any amendments thereto. The provisions of Section 22-266 of the City Code shall not apply to the area served under this agreement. The District agrees to pay the amount billed by the due date in the bill, which shall provide at least 10 days for payment. The District shall be subject to the same late fee assessment as other customers of the City's sewer system.
11. The District shall promptly notify the City when customers in the Service Area have been connected to the District's collection system. The District shall promptly inform the City whenever customer changes occur in the Service Area.
12. The district shall provide or assure the construction of a structure in the Connecting Sewer at or near the point of connection to the City's sewer system that will allow the insertion of a calibrated flow meter(s). The City may install a calibrated flow meter(s) in the Connecting Sewer at its own expense. The City shall give the District at least 30-days' notice prior to installing a flow meter and will share data from the flow meter with the District.
13. Transfer of customers is not anticipated in the near future. Should the City or the District wish to transfer customers in the future, terms of the transfer will be negotiated and this agreement may be amended to include such terms and conditions as are agreed at that time.
14. The District shall not connect sewers serving land outside the Service Area to the Connecting Sewer or the sewers within the Service Area without the prior written consent of the City.
15. The City shall not connect sewers to the District's sewers without the prior written consent of the District.
16. The initial term of this Agreement shall be twenty (20) years beginning on the date Effective Date, with automatic one-year renewals following the initial twenty-year term. After the fifteenth year, either party may terminate this Agreement by giving five (5) years written notice to the other party. At the conclusion of the five-year notice period, the District shall assume responsibility for all aspects of wastewater management for the Service Area.
17. The City may also terminate the Agreement and service to the Service Area if the District fails to comply with the terms of this Agreement by giving written notice of the nature of the failure to comply, a notice of intent to terminate and an opportunity to correct the noncompliance. Any noncompliance shall be corrected as quickly as practical. Termination under this paragraph shall be effective five years following the notice if the non-compliance is not corrected to the

satisfaction of the City in that period. During the notice period, no customer in the service area may be terminated from sewer service except upon nonpayment of user fees and charges, violation of sewer use regulations or violation of environmental or public health laws or regulations.

18. The remedies contained in this agreement for breach of this Agreement are in addition to other remedies provided by law. Nothing in this Agreement shall be considered a waiver of any other remedy available to the parties for breach of the terms of this agreement, including seeking damages or specific performance of this agreement in a court of law.
19. Disputes regarding this agreement that cannot be amicably resolved between the parties directly or through mediation may be litigated exclusively in the Boone County Circuit Court, which the parties agree has venue and jurisdiction for all litigation arising out of, or relating to this Agreement. No circuit court action may be filed unless the parties through their authorized representatives have met and conferred, or engaged in mediation in an attempt to resolve the dispute in good faith.
20. This agreement was negotiated at arm's length and for purposes of interpretation neither the City nor the District shall be deemed drafter of this agreement. In the event any portion of this agreement is found to be unlawful or unenforceable, the remaining terms and conditions of this agreement shall remain in full force and effect between the parties.
21. This agreement is not intended to confer any rights or remedies on any person other than the parties.
22. The financial obligations of the parties to this agreement are subject to annual appropriations being made available by them to pay said obligations, and the City and the District hereby agree to make all reasonable efforts to assure that financial obligations are timely paid as they come due.
23. Amendments to this agreement shall only be effective if made in writing and executed in the same manner as this agreement.
24. Both parties will enact and enforce sewer use and user charge ordinances which are acceptable to the Missouri Department of Natural Resources. Both parties agree to adopt user charge ordinances which will proportionately recover all operation, maintenance and replacement costs for which each party is responsible. Both parties will enact industrial pre-treatment ordinances as appropriate. Both parties shall comply with all Department of Natural Resources regulations in performing its obligations under this agreement.
25. All notices, consents, approvals, deliveries and other communications (collectively, "Notices") that may be or are required to be given by either the City

or the District under this Agreement shall be properly made only if in writing and sent by hand delivery, U.S. Certified Mail, Return Receipt Requested, facsimile, or nationally recognized overnight delivery service (such as Federal Express or UPS), with all delivery charges paid by the sender and addressed as follows:

If to the City: City of Columbia
 P. O. Box 6015
 Columbia, MO 65205
 Attn: City Manager

If to the District: Boone County Regional Sewer
 District
 1314 North Seventh Street
 Columbia, MO 65201
 Attn: General Manager

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, and (iii) if sent facsimile, on the date of transmission with computer confirmation of successful delivery without errors.

26. This Agreement is contingent upon the Developer and the City entering into an agreement in substantially the same form as attached hereto as Exhibit B for the payment of connection fees from the Developer to the City and any other matters that pertain to the provision of wastewater treatment service to the Perche Creek Service Area. Upon final execution, the city shall provide the District with a copy of the executed agreement.
27. This Agreement is contingent upon the Developer and the District entering into an agreement that includes the provision of residential wastewater collection services between the Developer and the District in substantially the same form as attached hereto as Exhibit C. Upon final execution, the District shall provide the City with a copy of the executed agreement.
28. The parties hereto understand and agree that the terms, conditions, responsibilities and obligations set forth herein shall be applicable only to the service area shown and described on Exhibit A which is attached hereto and made a part hereof by reference.
29. This Agreement is null and void if the construction of the Connecting Sewer does not commence within 5 years of the approval date of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement below.

CITY OF COLUMBIA, MISSOURI

BOONE COUNTY REGIONAL SEWER DISTRICT

By: _____
City Manager Date

By: Thomas P. Edmund 3/13/19
~~Chairman, Board of Trustees~~ Date
General Manager

ATTEST:

Sheela Amin, City Clerk Date

ATTEST:
Lesly Owens 3-13-19
Secretary, Board of Trustees Date
Assistant

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/JKM Date

APPROVED AS TO FORM:
John L. Whiteside 03-13-19
John L. Whiteside, General Counsel Date

EXHIBT B

Annexation Agreement

ANNEXATION AGREEMENT

This Agreement between the **City of Columbia, Missouri**, a municipal corporation (hereinafter "City") and **Fred Overton Development, Inc.**, a Missouri corporation (hereinafter "Owner") is entered into as of the last date of all of the parties to execute the Agreement (the "Effective Date"). In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Owner hereby represents that Owner is the sole legal owner of the following described real estate located in Boone County, Missouri and has the capacity to enter into this Agreement:

See legal description attached as Exhibit A, which is incorporated herein by reference

(hereinafter the "Property").

2. Owner proposes to design and construct certain sanitary sewer extensions to serve a maximum of 34 residential units on the Property in the general location as shown on Exhibit B attached hereto and incorporated herein by this reference (the "Project"). Owner shall dedicate at no cost to the City or Sewer District the public utility easements reasonably necessary for the construction, operation and maintenance of the sanitary sewer lines serving the Project.

3. City agrees to allow Owner to connect sanitary sewer lines serving the Property to the City's sanitary sewer system as set forth herein and in accordance with the Connection Agreement between the Boone County Regional Sewer District and the City of Columbia is attached hereto as Exhibit C, as may be amended from time to time. The total authorized wastewater discharge from the property into the sanitary sewer lines shall not exceed the equivalent of 34 residential units as determined pursuant to Missouri Department of Natural Resources Design Guides, 10 CSR Division 20, Chapter 8. Owner shall make the connection to the City's sanitary sewer system at Owner's sole cost and expense. Owner shall obtain all necessary permits for the sewer construction and connection and shall pay a connection fee in accordance with Chapter 22 of the City Code of Ordinances at the time each individual lot is connected to the sewer.

4. All sewer lines and appurtenances serving the Property shall be located within standard public utility easements dedicated to the public use and constructed in compliance with Sewer District regulations and standards. Construction of the sewer lines and appurtenances may be inspected by the Sewer District and shall be subject to Sewer District approval. The sewer lines and appurtenances shall be conveyed to the Sewer District following construction and approval. The City shall inspect and approve the construction of the connection point to the City's sewer system

prior to the Sewer District's final approval. The City reserves the right to inspect the construction of the sewer lines and appurtenances.

5. Owner shall not allow any other property to connect to or utilize the sewer lines constructed in connection with the Project other than the Property specifically set forth in this Agreement without the express written consent of the City.

6. Code Compliance.

- a. Except as provided in Paragraph 6 d, development and construction on the Property by Owner shall conform to all Boone County ordinances and standards for the duration the property remains outside the city limits. During such time, Owner agrees to obtain all required approvals from the appropriate Boone County authorities for zoning, platting and all applicable development and construction permits necessary to construct a residential development as generally depicted on Exhibit B.
- b. Once annexed into the City, development and construction on the Property shall conform to all City standards, including, but not limited to, the Unified Development Code. Provided, however, any phase of development under construction at the time of annexation may be completed under applicable Boone County requirements together with inspections and approvals by Boone County provided the construction is completed within two (2) years following the date of annexation. Nothing in this Paragraph constitutes a waiver of the obligation to comply with City standards as indicated in Paragraph 6.d.
- c. The Property shall be exempt from all City street lighting construction requirements both before and following annexation. Following construction, all sanitary sewers, storm sewers, streets and sidewalks shall be forever dedicated to the public use.
- d. After the date of execution of this agreement but prior to annexation, Owner shall construct and maintain the following items in connection with such development as required by the city code as though the Property is located within the City limits: (1) tree preservation areas (note: per city code, tree preservation plans must be approved prior to any land disturbance), (2) street frontage landscaping (note: per city code, a landscape plan must be approved prior to any land disturbance), (3) installation of a five (5) foot sidewalk along development's Gillespie Bridge Road frontage, and (4) compliance with the International Fire Code, as adopted and amended by City ordinance ("City Fire Code").
 - i. Owner shall submit tree preservation plans to the City Arborist for approval accompanied by a processing fee payment of \$200.00. Plans shall provide for one or more common lots containing at least 25% of the pre-development climax forest as required by the City's tree preservation ordinance, or, in the alternative, the plans shall provide for 30% of the pre-development climax forest preserved through a combination of common lots and preservation easements, with at least

20% of the pre-development climax forest contained in one or more common lots. The tree preservation easement shall be in a form satisfactory to the City. In presenting tree preservation plans to the city, Owner shall provide plans that are in compliance with the requirements of Chapter 29-4.4 (Landscaping, Screening, and Tree Preservation) of the Unified Development Code, amended and adopted, by City Ordinance.

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 - iii. Owner shall submit a copy of the proposed preliminary plat and required revision(s) as well as a copy of the proposed construction plans and required revision(s) to the City Fire Marshal for review and approval concurrent with application to seek Boone County Planning and Zoning Commission or County Commission approval of the preliminary plat or issuance of a land disturbance permit authorizing the installation of infrastructure. The plat and plans submitted to the City Fire Marshal shall demonstrate compliance with the City Fire Code.
- e. Development and construction on the Property shall be subject to County standards and City standards as specifically set forth in paragraph 6(a)-6(d). During the period when Owner is constructing or developing the Project, if any irreconcilable conflict exists between a County regulation and a City regulation, the Owner, after providing notice of the conflict to the City Department of Community Development, Division of Building & Site Development, shall follow the County regulation. Owner acknowledges that no conflict exists if:
- i. A City regulation imposes a more stringent minimum requirement than a corresponding County regulation and compliance with both the county and city regulation can be achieved by satisfying the city requirement, or
 - ii. In any instance where the City imposes a regulation that is not imposed by the County.

In either such instance, Owner shall follow the City requirement.

7. So long as the Property remains outside the City limits, any subdivision of the Property shall be prepared in accordance with the applicable requirements of Boone County. The City shall be provided written notice of the subdivision of the property, but there shall be no requirement that the City approve any plat prior to any action taken on a plat by the Boone County Commission.

8. The parties agree that this agreement shall become null and void in the event the Boone County authorities do not grant the requested zoning, plat and construction approvals for the Project.

9. To the extent allowed by law, at such time as the Property becomes contiguous to the corporate limits of the City, City may, but shall not be obligated to, annex the Property into the City,

without further action of the Owner. The City in its sole discretion may, but shall not be required to, delay annexation of the Property until such time the Property is contiguous to the City by property having frontage on an adjacent roadway which serves the Property, or until any other such time the City reasonably and solely determines to be appropriate to annex the Property and provide available municipal services to the Property.

10. Owner irrevocably appoints the City Manager of Columbia, Missouri, as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the City Council of Columbia, Missouri. The City Manager may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City. Any delay in filing such petition shall not be deemed a waiver of any right of the City to file such petition at such time in the future when, in the sole discretion of the City Manager, the filing of such petition is deemed advisable.

11. In lieu of the power of attorney granted to the City Manager herein, the City Manager may request the Owner to submit a verified petition requesting annexation. In such event, Owner shall, within such time as specified by the City Manager, submit a verified petition requesting annexation of the Property to the Director of Community Development for presentation to the City Council of Columbia, Missouri. The City Manager may request Owner to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

12. The petition for annexation may request that the Property be placed in Zoning District R-1, or equivalent, upon annexation. If the proposed ordinance annexing the Property does not place the Property in the zoning district specified herein, Owner may withdraw the petition for annexation. Such withdrawal shall not affect the parties' obligations under this Agreement, including City's obligation to provide sewer service.

13. Except as expressly set forth in paragraph 12 hereof, Owner agrees not to take any action to oppose any annexation initiated by the City which includes the Property. Owner further agrees not to take any action to oppose any annexation initiated by the City or by any property owner which includes any property lying between the Property and the City limits. The parties acknowledge they are entering into this agreement in good faith and that the commitment of Owner to annex the Property into the city limits the City is a material condition upon which the City has placed substantial reliance in entering into the agreement. City states it would not enter into this agreement allowing connection of Owner's Property to the City's sanitary sewer system but for such commitment to annex the Property into the city limits.

14. Owner shall give a copy of this Agreement to each person who buys all or a portion of the Property.

15. If Owner fails to annex the Property as provided herein, City may terminate sewer service to the Property and disconnect the sewer lines serving the Property from the City's sanitary sewer system. City shall give Owner and Boone County Regional Sewer District five (5) years prior written notice of its intent to terminate sewer service.

16. This Agreement is not intended to confer any rights or remedies on any person other than the parties.

17. The benefits and burdens of this Agreement are intended to attach to and run with the land and shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, heirs and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

18. Owner, at Owner's 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, contractual damages and losses, economic damages and losses, any and 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, out of either Owner's breach of this Agreement or any action or inaction of Owner, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Owner may be liable.

19. This Agreement shall be construed according to the laws of the State of Missouri. The parties shall comply with all local, state, and federal laws and regulations relating to the performance of this Agreement.

20. Any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Boone County, Missouri.

21. This Agreement contains the entire and complete agreement between the City and the Owner. The parties agree that this Agreement constitutes a lawful contract between the parties and the Owner hereby acknowledges and agrees that this Agreement and the City's ordinances and regulations applicable to this Agreement constitute lawful exercises of the City's authority and police power.

22. The City shall record this Agreement in the office of the Boone County Recorder of Deeds.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day set forth below each of their signatures.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, Interim City Manager

ATTEST:

Date: _____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/jc

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this ____ day of _____, 2019, before me appeared John Glascock, to me personally known, who, being by me duly sworn, did say that he is the Interim 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 last above written.

Notary Public

My commission expires: _____.

OWNER: Fed Overton Development, Inc.

By: *Fred W. Overton*
Fred W. Overton, President/Secretary
Date: 5-17-19

STATE OF MISSOURI)
) ss
COUNTY OF Boone)

On this 20 day of May, 2019, before me, a Notary Public in and for said state, personally appeared, Fred W. Overton, to me personally known, who, being by me duly sworn, did say that he is President/Secretary of Fred Overton Development, Inc., a Missouri corporation, and that the foregoing agreement was signed on behalf of said corporation and acknowledged such agreement to be the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and state aforesaid the day and year last above written.

Danielle Griffith
Notary Public

My commission expires: 10/28/2020



Exhibit A

Legal Description of the Property

DESCRIPTION FOR ANNEXATION TO CITY OF COLUMBIA
FRED OVERTON DEVELOPMENT INC.
JOB #150519

APRIL 11, 2017

A TRACT OF LAND CONTAINING 17.00 ACRES, MORE OR LESS, LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION NINETEEN (19), TOWNSHIP FORTY-EIGHT (48) NORTH, RANGE THIRTEEN (13) WEST, OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, IN BOONE COUNTY, MISSOURI AND BEING SHOWN AND DESCRIBED AS TRACT ONE (1) OF THE SURVEY RECORDED NOVEMBER 10, 2003 AS INSTRUMENT NO. 2003045897 IN BOOK 2389, PAGE 9, RECORDS OF BOONE COUNTY, MISSOURI.

DAVID T. BUTCHER, PLS-2002014095

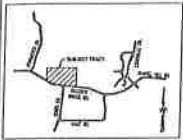
DATE

Exhibit B

Perche Ridge Preliminary Plat

PRELIMINARY LOT LAYOUT
PERCHE RIDGE

A MAJOR SUBDIVISION LOCATED IN
 SECTION 19, TOWNSHIP 46 NORTH, RANGE 13 WEST
 COLUMBIA, BOONE COUNTY, MISSOURI



LOCATION MAP
 1/4" = 1 MILE



PREPARED BY:
ERICKSON
 ENGINEERS & ARCHITECTS
 1001 WEST 10TH STREET
 COLUMBIA, MISSOURI 65201
 (573) 744-1111

OWNER/DEVELOPER:
FRED OXLEY DEVELOPMENT, INC.
 2700 OAKS WOODWAY
 COLUMBIA, MO 65205

EXHIBIT C

Agreement for Provision of Wastewater Services

**AGREEMENT FOR PROVISION
OF WASTEWATER SERVICES**

THIS AGREEMENT (the "Agreement") dated as of the _____ day of _____, 2018, is made by and between Boone County Regional Sewer District, a common sewer district organized and operated under the provisions of Chapter 204 RSMo., (herein "District"), and Fred Overton Development, Inc., a Missouri corporation and Fred Overton and Cheryl Overton, husband and wife (herein collectively called "Owner").

IN CONSIDERATION of the performance by each party of the respective obligations described in this Agreement, the parties specifically agree to the following:

1. Background of Agreement - This Agreement is made in view of the following facts which the parties agree to be true:

1.1 Owner's real estate that is the subject of this agreement is located in Boone County, Missouri and described as follows:

The area shown on the attached Exhibit A and made a part hereof by reference.

Owner intends to subdivide said real estate into approximately 34 single-family home lots.

1.1 Owner desires to design, construct and permit a wastewater collection system at Owner's own expense serving the Property.

1.2 District is willing to provide wastewater collection services to Property if Owner will design, construct and permit a wastewater collection system in accordance with the requirements of applicable District rules, policies, procedures and regulations published from time to time (the "Regulations") and provide the District with certain sewer line easements and title to the personal property comprising the wastewater collection facilities by bill of sale. The plans and specifications prepared in accordance with Section 2.1 hereof shall delineate which portion of the facilities are to be considered public, and contained in the easement or included in the bill of sale, and which are to be owned and maintained by Owner.

1.3 In order to memorialize the terms and conditions of the Owner's and District's agreement with respect to the provision of public sanitary sewer services to the Property, the parties are entering into this Agreement.

2. Owners' Obligations - Owners agree to perform the following obligations:

2.1 Design and Construction of Sanitary Sewers and Service Connections - Owner hereby agrees to retain, at Owner's expense, a licensed, qualified engineer reasonably acceptable to District to develop plans and specifications for the construction of necessary public sanitary sewer and service

connections in accordance with the Regulations. Upon District's approval of such plans and specifications, Owner further agrees to construct such sanitary sewer and service connections at Owner's own expense in accordance with the approved plans and specifications. As set forth in Paragraph 3.3 hereof, plans and specifications for the sanitary sewer line shall be reviewed and approved by District as a condition precedent to the performance by the District of its obligations under this Agreement. All sanitary sewer construction shall be in conformity with rules and regulations enacted by District and currently in effect. All public wastewater collection facilities constructed by Owner shall be inspected and approved by District and thereafter be conveyed to District in accordance with the Regulations and pursuant to the documents described in Section 1.2 of this Agreement. Owner agrees to pay all fees for permits required by the State of Missouri Department of Natural Resources or any other governmental agencies having jurisdiction over said construction work.

2.2 Conveyance of Easements and Transfer By Bill of Sale - Upon final completion of all construction work described herein, Owner agrees to transfer, assign and convey to District all easements, sewer lines, manholes, equipment and other personal property constructed or acquired by Owner designated as public or otherwise as to be conveyed to the District in the plans and specifications, pursuant to the documents described in Section 1.2 of this Agreement.

2.3 Maintenance of Finished Grades and Manhole Adjustments - Owner shall be responsible for the proper backfill of trenches necessary for installation of sanitary sewer mains and connecting laterals and agrees to regrade and make repairs to paved or hard surfaces as well as yard and landscape which result from settlement during the first three years following final completion of all construction work to be completed by Owner under this Agreement. Owner further agrees to be responsible for the adjustment of manhole heights to grades of finished elevation with final grades preventing surface water from entering manholes. In the event the Owner fails to correct deficiencies in manhole elevations within 10 calendar days of written request delivered to Owner by District, then District shall have the right and authority to correct any such deficiencies and Owner agrees to pay Owner all reasonable costs associated with such corrective work upon written invoice and demand made by District.

3. District Obligations – Full performance of Owner's obligations hereunder shall be a condition precedent to the performance of District's obligations hereunder:

3.1 Acceptance of Easements and Collection Facilities - Upon final completion and approval of all construction of sewer collection lines and facilities after final inspection of such lines and facilities, District agrees to accept conveyance and transfer of all public sewer easements, sewer lines, manholes and other appurtenances connected therewith and thereafter to service, maintain, repair and replace such facilities at its own expense in accordance with the standards and practices adopted by the District; provided, however, nothing in this Agreement shall

be construed to authorize or permit conveyance of Owner's non-public service lines or other facilities connected to public sanitary sewer facilities. It is expressly understood and agreed that all Owner service lines and connections and easements applicable thereto, if any, shall be and remain the property of the Owner and that all service connections to public sanitary sewers as delineated on the plans and specifications shall be the responsibility of the Owner, its successors and assigns, and that the District assumes no liability or responsibility therefor.

3.2 Provision of Wastewater Services - District agrees to provide wastewater collection services to the Property. Subject, however, to the terms and conditions of this Agreement upon completion of construction described above and final certification and inspection of the new sewer line facilities are in compliance with Department of Natural Resource rules and all Regulations. All service shall be provided in accordance with and subject to the District's Regulations applicable to providing customer services and at the rates and charges scheduled for those services.

4. Waiver of Connection Fees - Upon the Owner's payment of all sums required to be paid under this Agreement, the District agrees not to impose additional connection fees for the lots for which treatment capacity is purchased under this Agreement so long as Owner fulfills all obligations hereunder.

5. Arm's Length - The Parties hereto agree that this Agreement was negotiated at arm's length and that for the purposes of interpretation neither Party shall be deemed the drafter of this Agreement.

6. Assignment - The Owner shall not assign their rights or obligations under this Agreement in whole or in part without the written consent of District; provided, however, that nothing in this paragraph is intended or should be construed to prevent or restrict Owner from selling the property to which this Agreement is applicable along with the allocated collection system capacity provided for herein.

7. Representations and Warranties - All of the undersigned hereby represent and warrant that they have the required legal authority to execute this Agreement and to bind themselves, or the entity on whose behalf they sign, to the terms and conditions set forth herein.

8. Entire Agreement and Amendment of Agreement - This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and agreements between the parties, written or verbal, and may be amended only by a signed writing executed with the same formality as this Agreement. All parties to this Agreement acknowledge that by executing this Agreement they have read, considered, and understand the terms and conditions of this Agreement and consequences thereof.

9. Notices - All notices, consents, approvals, deliveries and other communications (collectively, "Notices") that may be or are required to be given by either Owner or District under this Agreement shall be properly made only if in writing and sent by hand delivery, U.S. Certified Mail, Return Receipt Requested,

facsimile, or nationally recognized overnight delivery service (such as Federal Express or UPS), with all delivery charges paid by the sender and addressed as follows:

If to Owner: Fred Overton
2712 Chapel Wood View
Columbia, MO 65203

If to District: Boone County Regional Sewer District
1314 North Seventh Street
Columbia, MO 65201
Attn: Tom Ratermann

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if delivered by hand, on the date of delivery, (ii) if sent by U.S. Mail or overnight delivery service, on the date the same is deposited with the applicable carrier, and (iii) if sent facsimile, on the date of transmission with computer confirmation of successful delivery without errors.

10. Contingency - This agreement is contingent upon the Developer and the City of Columbia (City) entering into an agreement for the payment of connection fees from the Developer to the City and any other matters that pertain to the provision of wastewater treatment service to the District service area. Any such agreement between Developer and City shall be in writing and attached to this agreement as a condition to District's fulfillment of its obligations under this agreement.

11. Contingency - This agreement is contingent upon the City of Columbia and the District entering into an agreement for the provision of wastewater treatment services. Any such agreement shall be in writing and attached to this agreement as a condition to District's fulfillment of its obligations under this agreement.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first set forth above.

OWNER:

Fred Overton Development, Inc.

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

Fred Overton

Cheryl Overton

DISTRICT:

BOONE COUNTY REGIONAL SEWER
DISTRICT

By: _____

Name: _____

Title: Chair, Board of Trustees

ATTEST:

Assistant Secretary

FORM APPROVAL:

General Counsel



PRELIMINARY LOT LAYOUT
PERCHE RIDGE

A MAJOR SUBDIVISION LOCATED IN
 SECTION 19, TOWNSHIP 48 NORTH RANGE 13 WEST
 COLUMBIA, BOONE COUNTY, MISSOURI

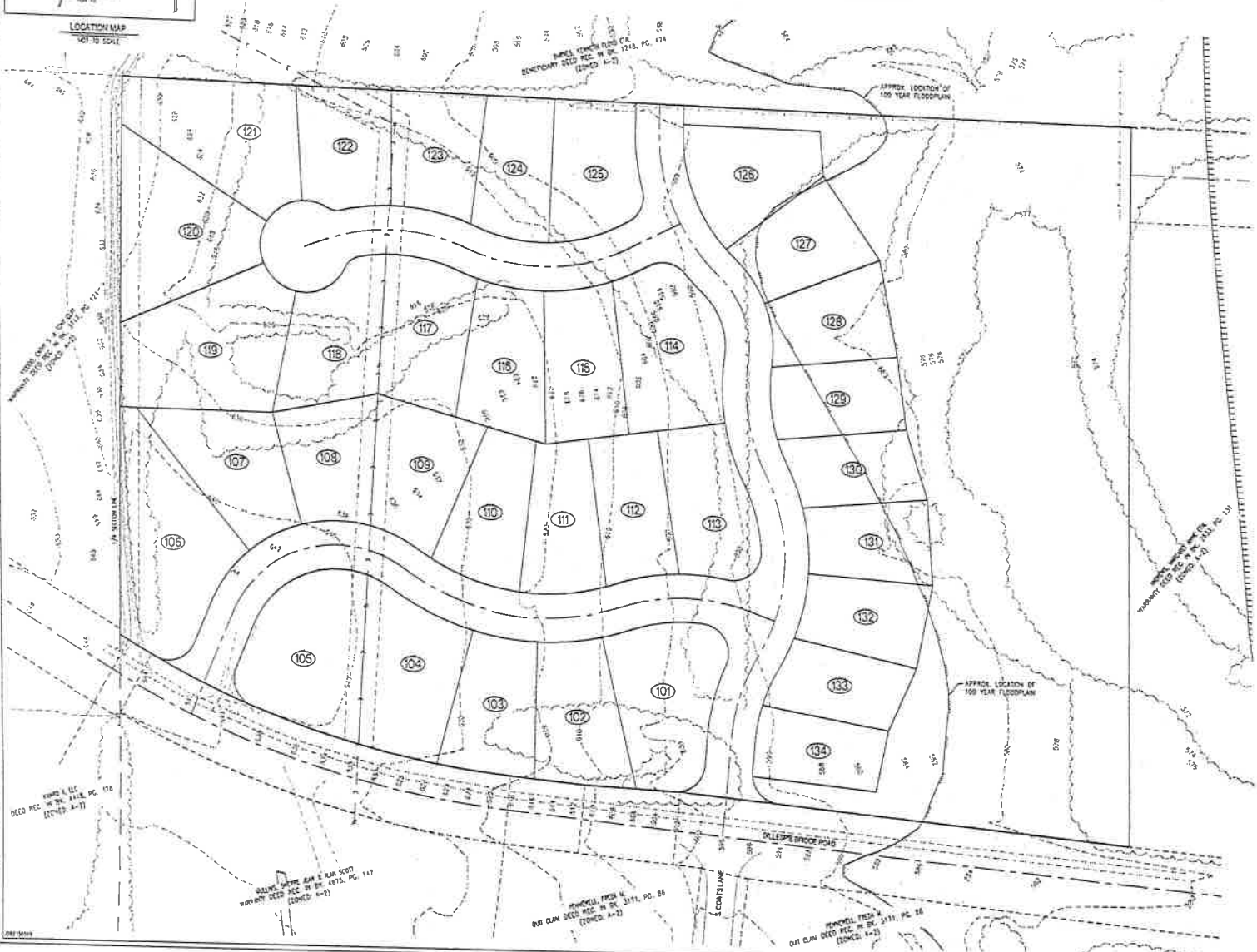


EXHIBIT A



PREPARED BY
CROCKETT
 ENGINEERING CONSULTANTS
 2702 CHAPEL WOODVIEW, SUITE 101
 COLUMBIA, MISSOURI 65203
 WWW.CROCKETTENGINEERING.COM
 CROCKETT ENGINEERING CONSULTANTS, LLC
 MISSOURI LICENSE # 000000000

OWNER/DEVELOPER
FRED OVERTON DEVELOPMENT, INC.
 2702 CHAPEL WOODVIEW
 COLUMBIA, MO 65203

RECORD & REC'D
 DECO REC. # 100-4418, PG. 100
 (INDEX A-2)

RECORD & REC'D
 SURV. REC. # 100-4418, PG. 147
 (INDEX A-2)

RECORD & REC'D
 OUR CLAY DECO REC. # 100-3171, PG. 86
 (INDEX A-2)

RECORD & REC'D
 OUR CLAY DECO REC. # 100-3171, PG. 88
 (INDEX A-2)