

### ANNEXATION AGREEMENT

This Agreement between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Steven P. Bell (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 descriptions attached as Exhibit A, which is incorporated herein by reference

(hereinafter the "Property").

2. Owner proposes to design and construct a private lateral sanitary sewer to serve one (1) residential unit on the Property in the general location as shown on Exhibit B attached hereto and incorporated herein by this reference (the "Project").

3. City agrees to allow Owner to connect the private lateral sewer line serving the Property to the City's sanitary sewer system. Owner shall make the connection to the City's sanitary sewer system at Owner's sole cost and expense and shall be responsible for all maintenance of the private lateral sewer line at Owner's 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.

4. Owner shall allow the City to inspect and approve the construction of the connection point to the City's sewer system after completion of the connection prior to backfilling the lateral line.

5. Owner shall not allow any other property to connect to or utilize the sewer line constructed in connection with the Project without the express written consent of the City.

6. Code Compliance.

a. 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 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.
- c. 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) compliance with the International Fire Code, as adopted and amended by City ordinance ("City Fire Code").
  - i. Owner shall submit a copy of the proposed final plat and required revisions(s) as well as a copy of proposed construction plans and required revision(s) to the City Fire Marshall for review and approval concurrent with application to seek Boone County Planning and Zoning Commission or County Commission approval of the final 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.
- d. Development and construction on the Property shall be subject to County standards and City standards as specifically set forth in paragraph 6.a-6.c. 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 for the conflict to the City Department of Community Development, Division of Building and 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 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 necessary 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 become 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 agree not to take any action to oppose any annexation initiated by the City which includes the Property. Owner further agree 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 is a material condition upon which the City has placed substantial reliance in entering into this 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 fail 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, City Manager

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Nancy Thompson, City Counselor

STATE OF MISSOURI            )  
  ) ss  
COUNTY OF BOONE            )

On this \_\_\_\_ day of \_\_\_\_\_, 2020 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: Steven P. Bell

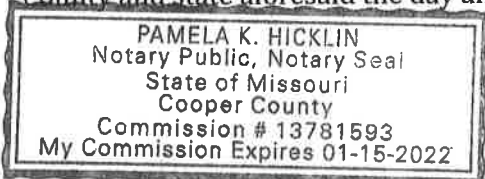
By: Steven P. Bell

Date: 5-4-2020

STATE OF MISSOURI )  
 ) ss  
COUNTY OF Cooper )

On this 4<sup>th</sup> day of May, 2020, before me, a Notary Public in and for said state, personally appeared, Steven P. Bell, to me personally known, who, being of lawful age and after being by me duly sworn, states and verifies that they have reviewed the foregoing Annexation Agreement, and that they are duly authorized to execute the foregoing instrument and acknowledge the requests, matters and facts set forth therein are true and correct to the best of their information and belief.

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.



Pamela K. Hicklin  
Notary Public

My commission expires: 01-15-2022

**Exhibit A**

**Legal Description of the Property**

Lot 1 of Bell Acres Subdivision, a minor subdivision located in the Northwest Quarter (NW ¼) of Section 35, Township 49 North, Range 12 West in Boone County, Missouri, as shown on Plat recorded in Plat Book 54, Page 10 of the Boone County, Missouri Records.

*Steven R. Proctor*

STEVEN R. PROCTOR, P.L.S. 2000148666

Date: April 16, 2020



04/16/2020



**Exhibit B**

Project Location Map

