

Introduced by Hindman
First Reading 2-6-06 Second Reading 2-20-06
Ordinance No. 018893 Council Bill No. B 38-06

AN ORDINANCE

authorizing the City Manager to execute an annexation agreement with I-70, L.L.C.; directing the City Clerk to have the agreement recorded; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an annexation agreement with I-70, L.L.C. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The City Clerk is authorized and directed to have the annexation agreement recorded in the office of the Boone County Recorder of Deeds.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this 20th day of February, 2006.

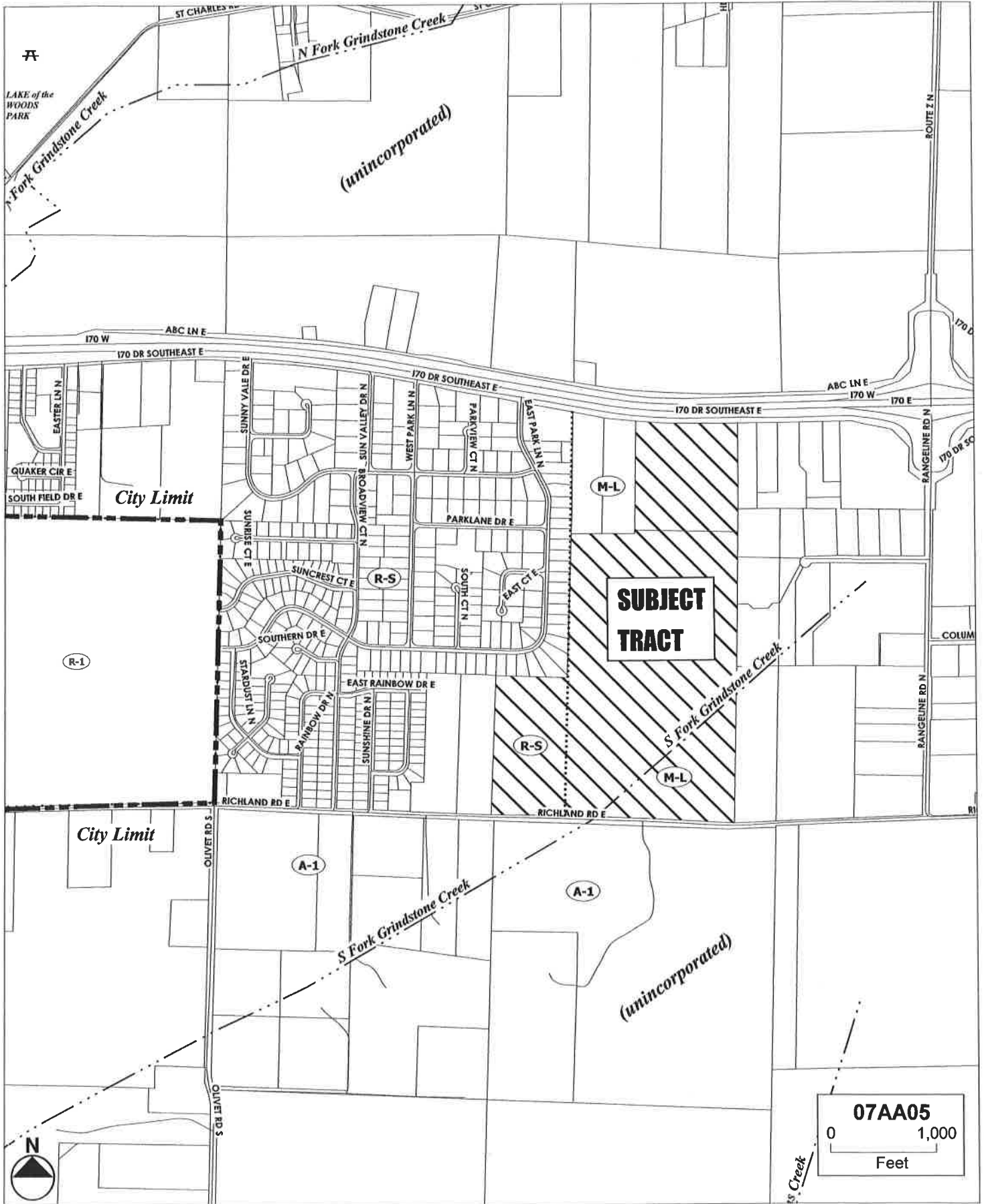
ATTEST:

[Signature]
City Clerk

[Signature]
Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor





Recorded in Boone County, Missouri

Date and Time: 02/21/2006 at 01:45:17 PM

Instrument #: 2006004153 Book: 2894 Page: 104

Grantor: I-70 LLC

Grantee: COLUMBIA CITY OF

Instrument Type: ANEX
Recording Fee: \$36.00 S
No. of Pages: 6

Bettie Johnson, Recorder of Deeds


ANNEXATION AGREEMENT

Ord# 018893

This agreement entered into this 21st day of February, 2006, between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and I-70, L.L.C., a Missouri limited liability company (hereinafter "Owner").

The parties agree as follows:

1. Owner represents that it is the sole owner of the following real estate located in Boone County, Missouri:

All of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) (except a strip 406 feet wide on the East side) and the East Half (E 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section 12, Township Forty-eight (48) North, Range Twelve (12) West lying south of Highway #40 and all of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) (except a strip 406 feet wide on the East side) and the East Half (E 1/2) of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) and the West Half (W1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Twelve (12), Township 48, Range 12; excepting a tract of 15 acres, more or less, in the Northwest corner of the first described property deed to Solid States Systems, Inc., by deed recorded in Book 404, page 118 of the Boone County Records.

Excepting therefrom the tract of land taken by the Boone County Regional Sewer District under Condemnation Case No. 94CC054921 filed in the Circuit Court of Boone County, Missouri.

Subject to easements and other matters not of record.

(hereinafter "Owner's property").

2. City and owner agree that sewer lines serving Owner's property shall be connected to the sewer trunk line that will be extended along the South Fork of the Grindstone Creek as soon as possible, subject to the terms of an agreement between the City and the Boone County Regional Sewer District ("Sewer District") dated March 10, 2005 and subject to rules and regulations established by the Sewer District. City shall not oppose improvements to the

Sewer District's sewer system at the south portion of Owner's property to serve Owner's property on a temporary basis nor shall the City oppose improvements to the north portion of Owner's property which may serve as a temporary sewer system for that portion of the property until connection with the City trunk line system becomes available.

3. All sewer lines and appurtenances serving Owner's property shall be located within standard sewer easements dedicated to the public use and constructed in compliance with City regulations and standards. Construction of the sewer lines and appurtenances shall be inspected by the City as though the property were within the City limits and shall be subject to City approval.

4. Sewer lines serving property other than Owner's property shall not be connected to the sewer lines serving Owner's property without the consent of the City and the Boone County Regional Sewer District.

5. All development and construction on Owner's property shall conform to all City ordinances and standards as though the property were within the City limits. Construction of all sanitary sewers, storm sewers, streets, sidewalks, buildings and other structures on Owner's property shall be inspected by the City as though the property were within the City limits. All sanitary sewers, storm sewers, streets and sidewalks shall be dedicated to the public use.

→ 6. Final plats of the subdivision of Owner's property must be prepared in accordance with the City Subdivision Code. All such plats shall be submitted to the City's Director of Planning and Development for staff review and City Council approval by resolution prior to any action taken on the plats by the Boone County Commission.

7. If any conflict exists between a County regulation and a City regulation, Owner, to the extent required by law, shall follow the County regulation. Owner acknowledges that no conflict is involved where a City regulation imposes a more stringent minimum requirement than a corresponding County regulation and where the City imposes regulations that are not imposed by the County.

8. The City address numbering plan shall be complied with in connection with the development of Owner's property.

9. If requested by the City Manager Owner shall, within such time as specified by the City Manager, submit a verified petition requesting annexation of Owner's property to the Director of Planning and 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 Owner's property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

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 Owner's property to the City Council of Columbia, Missouri. The City Manager may exercise

this power of attorney at any time after Owner's property becomes contiguous to the corporate limits of the City but only if Owner fails or refuses to comply with the provisions of paragraph 9.

11. The petition for annexation may request that Owner's property be placed in Zoning District M-1, General Industrial District as described in Section 29-20 of the City's Code of Ordinances, and Zoning District R-1, One-Family Dwelling District as described in Section 29-6 of the City's Code of Ordinances, upon annexation to correspond with the current portions of the property currently classified as Zoning Districts M-L and R-S by the County of Boone Zoning Regulations. However, regardless of the uses allowed in District M-1, Owner agrees not to use any of the Owner's property that is zoned M-1 for any of the following uses: Automobile wrecking and junkyards; chick hatcheries; crematories; and planing mills. If the proposed ordinance annexing Owner's property does not place Owner's property in Zoning Districts M-1 and R-1 as requested in this paragraph, Owner may withdraw its petition for annexation and shall not be obligated by this agreement to have Owner's property annexed into the City. Such withdrawal shall not affect the parties' remaining obligations under this agreement, including City's obligation to provide wastewater treatment service to Owner's property.

12. Owner agrees not to take any action to oppose any annexation initiated by the City which includes Owner's property. Owner 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 Owner's property and the City limits.

13. Owner shall give a copy of this agreement to each person who buys all or a portion of Owner's property.

14. If Owner fails to comply with any of the provisions of this agreement, City may terminate sewer service to Owner's property and disconnect the sewer lines serving Owner's property from the City's sanitary sewer system. City shall give Owner six months prior written notice of its intent to terminate sewer service.

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

16. 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.

17. This agreement shall be recorded in the office of the Boone County Recorder of Deeds.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: [Signature]
H. William Watkins, City Manager

ATTEST:

[Signature]
Sheela Amin, City Clerk

APPROVED AS TO FORM:

[Signature]
Fred Boeckmann, City Counselor

I-70, L.L.C.

By: [Signature]
Paxton Schneider
Title: MEMBER, MANAGER

ATTEST:

[Signature]
David F. Atkins



STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 21st day of February, 2006, before me appeared H. William Watkins, 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.

Penny St. Romaine
Notary Public

My commission expires: 7-27-2007



PENNY ST. ROMAINE
Boone County
My Commission Expires
July 27, 2007

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this 26th day of January, 2006, before me appeared Paxton Schneider to me personally known, who, being by me duly sworn, did say that they are the member/manager of I-70, L.L.C., a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company and further acknowledged that they executed the same as their free act and deed for the purposes therein stated and that they have been granted the authority by said limited liability company to execute the same.

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.

CHARLES P. CUNNINGHAM
Notary Public - Notary Seal
Boone County, State of Missouri
My Commission Expires April 19, 2008

My commission expires: April 19, 2008

Charles P. Cunningham
Notary Public
Charles P. Cunningham