
(Space above reserved for Recorder of Deeds certification)

Document Recording Cover Sheet

1. **Title of Document:** ANNEXATION AGREEMENT
2. **Date of Document:** _____
3. **Grantor(s)/Party indexed as Grantor(s):** Charlotte M. Frazier and Melissa L. Ussery

4. **Grantee(s)/Party indexed as Grantee(s):** City of Columbia, Missouri

5. **Mailing Address of Grantee or Party:** City Clerk, City of Columbia, 701 E Broadway,
Columbia, Missouri 65201

6. **Legal Description:** See Exhibit A

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.)

ANNEXATION AGREEMENT

This Agreement between the **City of Columbia, Missouri**, a municipal corporation (hereinafter "City") and Charlotte M. Frazier and Melissa L. Ussery (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 nineteen (19) single-family detached dwellings 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 Boone County Regional Sewer District (hereinafter the "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 treatment system as set forth herein and in accordance with the Grindstone Creek Watershed Connection Agreement between the District and the City as 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 370 gallons per day per dwelling unit. 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 from the City and District and shall pay all fees required to connect to the City's sewer system as set forth in the City's Code of Ordinances. Following connection to the City's sanitary sewer system, Owner shall become a sewer customer of the City and subject to payment of all monthly fees and charges as set forth in the City's Code of Ordinances.

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 City regulations and standards. Construction of the sewer lines and appurtenances may be inspected by the City and the District and shall be subject to the City and the District approval. The sewer lines and appurtenances shall be conveyed to the City following construction and approval.

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 and District.

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, including County storm water 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. Construction of streets by Owner and direct access to streets for individual lots shall conform to all Boone County ordinances and standards 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 at least a five- (5) foot wide sidewalk along all of the development's streets, except that an eight- (8) foot wide pedway will be constructed along the Olivet 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 that shows compliance 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) 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. Owner shall submit a copy of the proposed construction plans and required revision(s) to the City Fire Marshal for review and approval prior to 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 those City standards as specifically set forth in paragraph 6 (a)-6 (d). Prior to annexation, if any irreconcilable conflict exists between a County regulation and a City regulation, the Owner, to the extent required by law, shall follow the County regulation including County storm water standards. Owner acknowledges that no conflict is involved where a City regulation, except City storm water standards or sidewalk installation requirements imposes a more stringent minimum requirement than a corresponding County regulation or in any instance where the City imposes a regulation that is not imposed by the County. In such instance, Owner shall be required to follow the more stringent 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 all subdivision actions 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. Payment Offset for Richland Road Intersection Improvements. Developer shall pay the City eleven thousand four hundred dollars (\$11,400.00) as a contribution to intersection improvements to Richland Road. This Payment Offset must be submitted to the City before approval of the first final plat.

9. 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 within two (2) years of the Effective Date of this agreement.

10. 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.

11. 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.

12. 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.

13. The petition for annexation may request that the Property be placed in Zoning District R-1 (One-family Dwelling), 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.

14. Except as expressly set forth in paragraph 13 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.

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

16. 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 five (5) years prior written notice of its intent to terminate sewer service to the Property.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

OWNER: Charlotte M. Frazier and Melissa L. Ussery

By: Charlotte M. Frazier
Charlotte M. Frazier

By: Melissa L. Ussery
Melissa L. Ussery

Date: 3/21/22

STATE OF MISSOURI)
) ss
COUNTY OF Boone)

On this 21 day of MARCH, 2022, before me, a Notary Public in and for said state, personally appeared, Charlotte M. Frazier and Melissa L. Ussery, to me personally known, who, being by me duly sworn, did say that the foregoing agreement was signed by them and acknowledged such agreement to be their free act and deed.

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: 10/28/2024.

Danielle Griffith
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Boone County
My Commission Expires: October 28, 2024
ID. #12409201

Exhibit A

Legal Description of the Property

DESCRIPTION: ESTATES AT OAK MILL, PLAT NO. 1
 FOR CHARLOTTE M FRAZIER & MELISSA L. USSERY
 JOB #190254

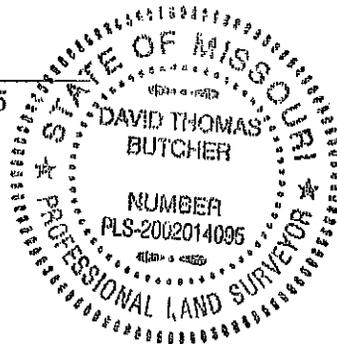
DECEMBER 1, 2021

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 48 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI AND BEING DESCRIBED BY THE TRUSTEES DEED RECORDED IN BOOK 5199 PAGE 75 AND BEING MORE PARTICULARITY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SURVEY RECORDED IN BOOK 5481, PAGE 50, SAID POINT BEING ON THE EAST LINE OF SAID SECTION 14; THENCE LEAVING SAID EAST LINE AND WITH THE LINES OF SAID SURVEY, N 89°06'40"W, 259.47 FEET; THENCE S 56°46'10"W, 389.98 FEET; THENCE N 62°08'45"W, 260.69 FEET; THENCE S 50°17'15"W, 308.33 FEET; THENCE S 1°03'55"W, 331.20 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE LEAVING THE LINES OF SAID SURVEY AND WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, N 88°56'05"W, 297.09 FEET; THENCE LEAVING SAID SOUTH LINE N 1°18'05"E, 1373.23 FEET; THENCE S 88°40'20"E, 1010.29 FEET TO THE SOUTHWEST CORNER OF THE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 1176, PAGE 431; THENCE WITH THE SOUTH LINE OF SAID TRACT, N 88°48'10"E, 326.95 FEET; TO THE EAST LINE OF SAID SECTION 14; THENCE LEAVING SAID SOUTH LINE AND WITH THE EAST LINE OF SAID SECTION S 0°53'20"W, 745.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 29.74 ACRES.


 DAVID T. BUTCHER, PLS-2002014095

12/1/2021
 DATE



CROCKETT ENGINEERING CONSULTANTS 1000 W. Nifong Blvd. Building 1 Columbia, Missouri 65203 (573) 447-0292 www.crockettengineering.com	CORPORATE NUMBER 2000151304	ESTATES AT OAK MILL, PLAT NO. 1
	DATE: 12/01/21 PROJECT: 19.254	NE 1/4 SECTION 14, TOWNSHIP 48 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI

Exhibit B

Estates at Oak Mill, Plat No. 1 Preliminary Plat

Exhibit C

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

018430
Permanent Record
Filed in Clerk's Office

Introduced by Hindman

First Reading 1-18-05

Second Reading 2-7-05

Ordinance No. 018430

Third Reading 3-7-05

Council Bill No. B 29-05

AN ORDINANCE

authorizing the City Manager to execute a cooperative agreement with Boone County Regional Sewer District relating to sewer construction in the Grindstone Creek Watershed; 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 agreement with Boone County Regional Sewer District relating to sewer construction in the Grindstone Creek Watershed. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this 7th day of march, 2005.

ATTEST:

Aula A...
City Clerk

Rami Hindman
Mayor and Presiding Officer

APPROVED AS TO FORM:

Paul Be...
City Counselor

**GRINDSTONE CREEK WATERSHED
COOPERATIVE AGREEMENT**

This Agreement is entered into this 10th day of March, 2005, between the Boone County Regional Sewer District, a common sewer district organized pursuant to Chapter 204 RSMo ("District") and the City of Columbia, Missouri, a municipal corporation ("City").

WHEREAS, District currently provides sewer service for a number of areas east of the Columbia city limits in the Grindstone Creek Watershed; and

WHEREAS, District and City desire to eliminate discharges from the District's wastewater treatment facilities into the South Fork of Grindstone Creek and, to the extent feasible, to avoid the permitting of additional wastewater treatment facilities in the North and South Fork of the Grindstone Creek Watershed; and

WHEREAS, City operates a regional wastewater treatment plant which is capable of providing wastewater treatment services for the South Fork of the Grindstone Creek Watershed; and

WHEREAS, City desires to promote orderly growth to the east of the current city limits within the Grindstone Watershed south of Interstate 70 Highway; and

WHEREAS, City and District desire to avoid construction of new and additional subregional treatment facilities within the Grindstone Watershed north of Interstate 70 Highway.

Now therefore, considering the foregoing, the parties agree as follows:

1. Scope of the Agreement. This agreement is intended to address an agreement between the City and District (a) for the construction, financing and payment for sanitary sewer services in the drainage basin of the South Fork and North Fork of Grindstone Creek south of Interstate 70 Highway; (b) to address the allocation of existing and future sanitary sewer customer territory between the City and District in the drainage basin of the South Fork and North Fork of Grindstone Creek south of Interstate 70 Highway; (c) to address connection of City and District sanitary sewer systems and the elimination of District owned subregional treatment systems in the drainage basin of the South Fork of Grindstone Creek and in the unincorporated areas south of Interstate 70 Highway within the drainage basin of the North Fork of the Grindstone Creek; (d) to address the use of subregional treatment systems in the areas north of Interstate 70 Highway in the drainage basin of the North Fork of Grindstone Creek and (e) to address the rights and responsibilities of the City and District with respect to the foregoing.
2. South Fork Trunk Line Extension, Phase 1. City shall extend its sewer trunk line along the South Fork of Grindstone Creek to the location shown on Exhibit A, a map of the Grindstone Creek Watershed east of Columbia, which is attached to and made

a part of this agreement. The trunk line shall be designed to handle all reasonable anticipated upstream users in the entire drainage area designated for service by City and District in Exhibit A. The District shall reimburse the City for 35.5% of the cost of the trunk line extension. The City shall bid the project pursuant to established City policy. City, however, shall not bid the project until the project has been approved by the Missouri Department of Natural Resources for State Revolving Fund purposes. Subject to the foregoing and bids for the project being within the City's approved construction budget for the project, this phase shall be constructed within 3 years after execution of this agreement. The City shall maintain and operate the sewer trunk line at its cost in accordance with its established policies subject to the terms and conditions of this agreement. The District shall own the sewer from the inlet manhole to the El Chaparral lagoon downstream for 1,953 linear feet measured along the sewer trunk line, this length being approximately equal to 35.5% of the length of the sewer trunk line. The City shall own the remainder of the sewer trunk line. The District hereby grants City a subservient easement in the sewer trunk line to be owned by District until such time as District's ownership interest in the trunk line is fully depreciated under District's fifty (50) year depreciation schedule under its accounting system at which time District shall convey its ownership rights to the sewer trunk line to the City upon its request by Quit Claim Deed. District shall extend sewers from the trunk line to the El Chaparral Subdivision and shall eliminate the wastewater treatment facilities currently serving this subdivision. City will impose no connection fees upon District customers connecting to this trunk line.

3. South Fork Trunk Line Extension Phase 2. City shall extend the sewer trunk line along the South Fork of Grindstone Creek from the end of Phase 1 to a location as indicated on Exhibit A. The City shall bid the project pursuant to established City policy. City, however, shall not bid the project until the project has been approved by the Missouri Department of Natural Resources for State Revolving Fund purposes. Subject to the foregoing and bids for the project being within the City's approved construction budget for the project, this phase shall be constructed within 3 years after completion of Phase 1. The City shall maintain and operate the sewer trunk line at its cost in accordance with its established policies subject to the terms and conditions of this agreement. This section of the trunk line shall be owned by City. City will impose no connection fees upon District customers connecting to this trunk line. The trunk line shall be designed to handle all reasonably anticipated upstream users in the entire drainage area designated for service by City and District in Exhibit A.
4. South Fork Trunk Line Extension Phase 3. District shall extend the sewer trunk line along the South Fork of Grindstone Creek from the end of Phase 2 to the Sunrise Estates wastewater treatment plant as shown on Exhibit A. The trunk line shall be designed to handle all reasonably anticipated upstream users in the entire drainage area designated for service by City and District in Exhibit A. District shall bid the project under District's established policy. District shall not bid the project until the City has reviewed and approved the plans and specifications for the sewer line. In addition, District shall not bid the project until the project has been approved by the

Missouri Department of Natural Resources for State Revolving Fund purposes. Subject to the foregoing and bids for the project being within the District's approved construction budget for the project, this phase shall have a construction contract executed within 3 years after completion of Phase 2. This section of the trunk line shall be owned by District but shall be maintained by the City and shall be under the City's control. The City shall maintain and operate the sewer trunk line at its cost in accordance with its established policies subject to the terms and conditions of this agreement. The District hereby grants City a subservient easement in the sewer trunk line to be owned by District until such time as District's ownership interest in the trunk line is fully depreciated under District's fifty (50) year depreciation schedule under its accounting system at which time District shall convey its ownership rights to the sewer trunk line to the City upon its request by Quit Claim Deed. District at its cost shall connect the trunk line to the wastewater collection system for Sunrise Estates Subdivision and eliminate the wastewater treatment plant currently serving Sunrise Estates. City will impose no connection fees upon District customers connecting to this trunk line.

5. South Fork Trunk Line Extension Phase 4. District shall extend the sewer trunk line along the South Fork of Grindstone Creek from the end of Phase 3 to the Otsccon wastewater treatment plant. The trunk line shall be designed to handle all reasonably anticipated upstream users in the entire drainage area designated for service by City and District in Exhibit A. District shall bid the project under District's established policy. District shall not bid the project until the City has reviewed and approved the plans and specifications for this sewer line. In addition, District shall not bid the project until the project has been approved by the Missouri Department of Natural Resources for State Revolving Fund purposes. Subject to the foregoing and bids for the project being within the District's approved construction budget for the project, this phase shall have a construction contract executed within 3 years after completion of Phase 3. This section of the trunk line shall be owned by District but shall be maintained by the City and shall be under the City's control. The City shall maintain and operate the sewer trunk line at its cost in accordance with its established policies subject to the terms and conditions of this agreement. City will impose no connection fees upon District customers connecting to this trunk line. The District hereby grants City a subservient easement in the sewer trunk line to be owned by District until such time as District's ownership interest in the trunk line is fully depreciated under District's fifty (50) year depreciation schedule under its accounting system at which time District shall convey its ownership rights to the sewer trunk line to the City upon its request by Quit Claim Deed. District shall connect the trunk line to the Otsccon wastewater collection system and eliminate the Otsccon treatment plant.
6. Areas North of Interstate 70 In Drainage Basin of North Fork of Grindstone Creek. City and District agree that there should be no additional subregional treatment facilities permitted by the Missouri Department of Natural Resources (MDNR) north of Interstate Highway 70 within the drainage basin of the North Fork of the Grindstone Creek except the Shaw Waste Water Treatment Plant currently owned and operated by District. City and District further agree that the Shaw Waste Water

Treatment Plant should be permitted to expand its treatment capacity to serve existing and new development in the area until such time as City and District have funds available to eliminate this facility, agree in writing to a plan to eliminate the facility through interconnection of this facility to the City's regional system, and agree in writing to the transfer of assets from District to City. Accordingly, City and District agree to oppose any applications for MDNR permits to construct or operate new subregional treatment facilities within the drainage basin of the North Fork of Grindstone Creek north of Interstate 70 Highway. Further, City agrees not to oppose District applications for permits to construct improvements to or expansions of the Shaw Waste Water Treatment Plant until such time as City and District have funds available to eliminate this facility, agree in writing to a plan to eliminate the facility through interconnection of this facility to the City's regional system, and agree in writing to the transfer of assets from District to City. Nothing in this paragraph or Exhibit A is intended to allocate territory to be served by City or District within the drainage basin of the North Fork of Grindstone Creek north of Interstate 70 Highway.

7. Lake of the Woods Subdivision. District shall connect the wastewater collection system currently served by the Lake of the Woods wastewater treatment plant to the City's wastewater collection system and close that treatment plant. The City and District acknowledge that customers located in the Lake of the Woods Subdivision as well as other designated areas shown in the service areas of Exhibit A are and shall continue to be District customers and that City constructed the North Fork of the Grindstone trunk line at its cost with the proceeds of City issued revenue bonds and without grant funding. Accordingly, the District, before making this connection, shall pay City a one time connection charge of \$59,600 to cover the City's cost of capacity in the trunk line. This charge represents a \$400 per unit fee for 149 units. This one time connection charge shall be paid in 5 equal annual installments without interest, commencing within 30 days of District's receipt of the City's approval of the District's engineering plans for the connection of the Lake of the Woods plant, and each subsequent installment being due on the anniversary date of the first installment. One time connection charges for Highfield Acres Subdivision shall be computed and paid for in the same manner as for Lake of the Woods, that is \$400 per residential unit multiplied by the number of units and paid for in five equal annual installments without interest. Non residential connections shall pay a charge equivalent to city connection charges at the time of this agreement based on water meter size. No one time connection charge shall be assessed for the connection of the Fairway Meadows East and West pump stations. The District shall receive a credit against one time connection charges for future capital cost contributions to trunk sewers in the North Fork of the Grindstone.
8. Closure of facilities. District shall close all wastewater treatment facilities eliminated by this agreement in compliance with all Missouri Department of Natural Resources regulations regarding abandoned wastewater treatment facilities. City shall have no responsibility for closure or reclamation costs for these facilities.

9. Sewer Capacity. City shall be responsible for providing adequate trunk line capacity to handle all reasonably anticipated users within the Grindstone Watershed. District shall not connect any nonresidential sewer customer, without the prior approval of City, that generates wastewater in quantity greater than normal domestic flows or that contains any contaminants in concentrations greater than that normally found in domestic wastewater. City shall refuse service to any anticipated new or expanding user, which could be reasonably expected to cause capacity shortfalls in service to territory allocated to District under this agreement or which could reasonably be expected to add an effluent to the sewage system that contains any other contaminant in concentrations greater than normally found in domestic wastewater. The City's consent shall be obtained before any redevelopment occurs in the BCRSD service area, which consent shall not be unreasonably withheld provided the requirements of this paragraph are satisfied. Redevelopment shall be defined as a change in the quality of wastewater requiring treatment differing from that required for domestic household wastewater. Redevelopment shall not include the initial development of vacant land for residential housing. If redevelopment occurs, then the land subject to redevelopment shall be required to annex or agree to annex into the City of Columbia and develop to City of Columbia standards as a condition to receipt of District wastewater collection and treatment services, but such redeveloped land shall continue to be served as a District customer. District shall not, without the approval of City, pump sewage from a District service area not shown on Exhibit A into the North Fork trunk line or the South Fork Trunk line. City shall not, without the approval of District, pump sewage from another drainage basin outside the territory prescribed by the scope of this agreement under paragraph 1 into the North Fork trunk line or the South Fork trunk line which could be reasonably expected to cause capacity shortfalls in service to territory allocated to District under this agreement.
10. Sewer Maintenance. District shall maintain all public sewers in its collection systems in the Grindstone Watershed which are connected to the City's treatment system, in compliance with City sewer standards and plumbing codes. City shall inspect the District's public sewers within the Grindstone Watershed before the sewers are connected to the trunk lines to determine the existing conditions and to identify any required repairs. District shall correct any deficiencies in the collection systems before connection to the trunk line. City shall have the right to periodically inspect the public sewers in the Grindstone Watershed for as long as the collection system is connected to the City's sewer system.
11. Customer Territory Allocation. In order to recover its cost of extending trunk sewer lines, City shall retain all existing customers and shall have all new customers connecting to the trunk line in those portions of the Grindstone Creek Watershed that are within the scope of this agreement as set forth in paragraph 1 above south of Interstate 70 Highway and are not shaded or hatched on Exhibit A. In order to recover its cost of extending trunk sewer lines, District shall retain all existing customers and have all new customers connecting to the trunk line within the scope of this agreement as set forth in paragraph 1 above south of Interstate 70 Highway which are in the shaded and hatched portions of Exhibit A.

12. Treatment Fees. District agrees to pay City a service fee for each District customer in the Grindstone Watershed whose sewage is treated at City's regional wastewater treatment plant. Fees shall be equivalent to 0.80 times what the customer would pay if the customer were connected to City sewer service within the corporate limits of the city. City may change the percentage of service fees but shall notify the District 180 days before the beginning of District's fiscal year of any intent to increase the percentage and shall provide documentation substantiating such changes with its notice of intent to make the changes. Any increase in the percentage of service fee must be based on an increase in the percentage of City's sewer service charge attributable to the City's calculated actual cost for providing wastewater treatment and pumping and major trunk and interceptor line maintenance. City shall submit to the District a monthly bill which shall represent the sum of the service fees for each customer of District being served by this Agreement as calculated by City on the basis of the water records provided by District. District shall furnish City monthly water usage records for its customers served by this Agreement for billing purposes. If a District customer served by this Agreement occupies a unit which was unoccupied during the preceding month, City will calculate the water usage for billing purposes in the same manner as it calculates the water usage for City customers in the same situation. District shall promptly notify City when customers served by this Agreement have been connected to the District's collection system. District shall promptly inform City of customer changes.
13. Environmental Concerns. Except as provided in paragraph 6 of this agreement, City and District shall oppose any application for a Missouri Department of Natural Resources permitted discharge into any part of Grindstone Creek drainage basin which is within the scope of this agreement under paragraph 1 above, either for a new facility or for an expansion of an existing facility unless:
1. The facility is temporary in nature; and
 2. The applicant has in the judgment of the District a plan to eliminate the discharge, including a realistic financing plan.
14. Annexation. With the exception of Woodlands Plat 5, all new development in the Grindstone Watershed south of Interstate 70 Highway outside the city limits of Columbia, before receiving City or District sewer service, shall be required to annex to the City (if contiguous and compact to city limits) or enter into an agreement with the City to annex (if not contiguous and compact to city limits). Property owners entering into annexation agreements shall be required to develop their property according to City standards. City and District shall not provide sanitary sewer services to those property owners who chose not to annex into the City where designated to do so within the scope of this agreement under paragraph 1 above as designated on Exhibit A. Property owners in the areas within the scope of this agreement under paragraph 1 above designated on Exhibit A to be exempt from annexation, and the proposed Woodlands Plat 5, shall not be required to annex their

property or develop to City standards in order to receive sewer service from the District.

15. Regulatory Matters. 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 pretreatment ordinances as appropriate. Both parties shall comply with all Department of Natural Resources regulations in performing its obligations under this agreement.

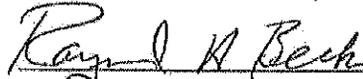
16. Transfer or Exchange of Customers. The City shall have the option of obtaining transfer of District customers within the city limits of the city covered under this agreement or any other written connection agreement between the City and District as mutually agreed upon provided that (a) the District has achieved a 3% annual growth rate in new customers with the baseline being set forth in Figure 4 of "A Study of User Rates - Boone County Regional Sewer District" prepared by Archer Engineers dated August 2003, and (b) customers over the additional 3% are transferable provided the remaining number of District customers after transfer will generate sufficient revenue to pay the District's bonded indebtedness and District's operation, maintenance and replacement costs as determined by the District's board of trustees each year in its annual budget. The City shall pay to the District a one time purchase amount for the transfer of customers equal to the District's bonded indebtedness, divided by the total number of District customers, multiplied by the number of customers to be exchanged. The term new District customers shall exclude any additional sewer customers acquired by the District from municipal systems or District boundary changes. Priority in transfer shall be given to groups of District customers which have been within the City's limits the longest time period and decisions concerning groups of customer transfers shall be based upon promoting efficiency in City and District operations and maintenance and management of customer accounts.

17. Term and Termination. The initial term of this Agreement shall be twenty (20) years beginning on the anticipated construction date of Phase 4 discussed in paragraph 5 of this Agreement; if Phase 4 is not constructed, then the initial term of this Agreement shall be twenty (20) years after completion of Phase 3 discussed in paragraph 4 of this Agreement, or thirty (30) years after execution of this Agreement, whichever occurs later. Thereafter, this Agreement shall automatically be renewed for successive terms of twenty (20) years unless it is terminated pursuant to the provisions of this paragraph. After the initial term of this Agreement, the parties shall have the right to terminate this Agreement with cause upon giving five (5) years written notice to the other party; provided, however, that no customer 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. Interpretation and Severability. The parties hereto agree that this Agreement was negotiated at arm's length and that for purposes of interpretation neither City nor District shall be deemed the 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.
19. Third parties. This agreement is not intended to confer any rights or remedies on any person other than the parties.
20. Disputes. Disputes regarding this Agreement that cannot be amicably resolved between the parties directly or through mediation may be litigated in the Boone County Circuit Court, but 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.
21. Appropriations. The financial obligations of the parties to this agreement are subject to annual appropriations being made available by them to pay for them and the City and District hereby agree to make all reasonable efforts to assure that financial obligations are timely paid as they come due.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives on the date first written above.

CITY OF COLUMBIA, MISSOURI



Raymond A. Beck, City Manager

ATTEST:



Sheela Amin, City Clerk

APPROVED AS TO FORM:



Fred Boeckmann, City Counselor

BOONE COUNTY REGIONAL
SEWER DISTRICT

By: 

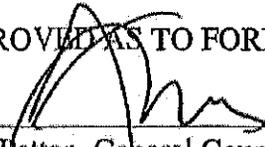
Richard Bock, Chairman,
Board of Trustees

ATTEST:



Lesley Oswald
Assistant Secretary, Board of Trustees

APPROVED AS TO FORM:



John Patton, General Counsel

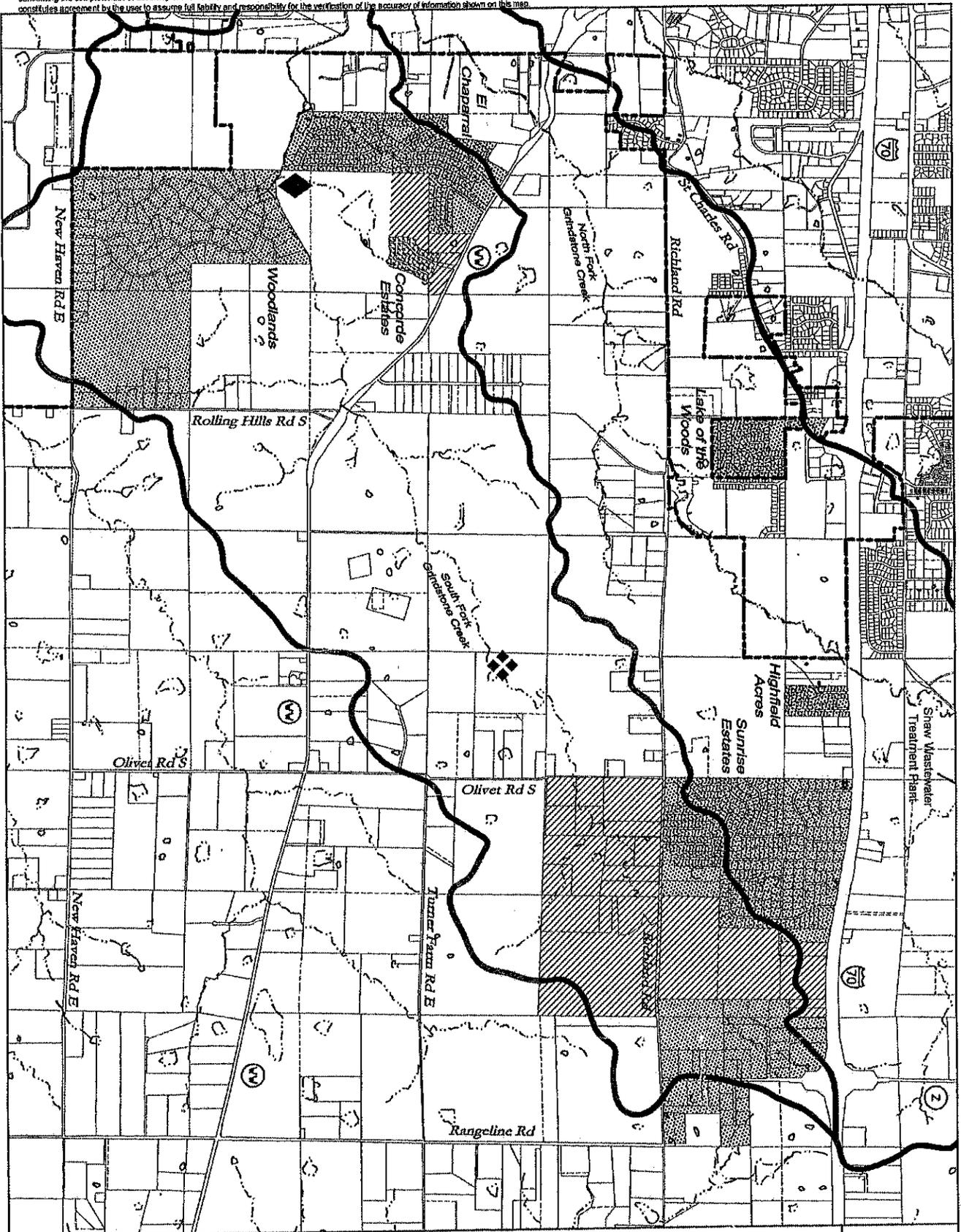
CERTIFICATION:

I hereby certify that the expenditure of funds by the City for its share of the cost of the construction of the sewer trunk line extension along the South Fork of Grindstone Creek, reasonably estimated at \$ 342,600, is within the purpose of the appropriation to which it is charged, Account No. 555-6381-221.49-90 C 43.11.1, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore.



Lori B. Fleming, Director of Finance

DISCLAIMER; READ CAREFULLY: The existence, dimension, and location of facilities, as well as other information, on this map may be based upon unverified historic information and should not be relied upon for any purpose without actual field verification. No excavation work should be performed based upon this map without first obtaining field location information concerning underground utilities as required by law. The Boone County Regional Sewer District makes no warranty of any kind concerning the completeness or accuracy of information contained on this map and assumes no liability or responsibility for the use or reuse of this map by persons not affiliated with the District. Use of this map by any person not affiliated with the District constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on this map.



Boone County Regional Sewer District
 1314 North Seventh St
 Columbia Mo 65201
 9329-05

LEGEND

- Existing BCRSD Customers - No Annexation or Development to City Standards
- New BCRSD Customers - Annex and Donation to City Standards
- Existing BCRSD Customers Transferring to City
- End of Phase 1
- End of Phase 2
- Watershed
- City Limits
- Parcel
- Lotline
- Streams & Lakes

Exhibit A
 Sheet 1 of 1
 Gathrestone Creek
 Connection Agreement

Scale: 1" = 2000'
 Date: 09/28/04

By: Integrated Mapping Services, LLC