(Space above reserved for Recorder of Deeds certification)

Document Recording Cover Sheet

1. ***Title of Document:*** FIRST AMENDMENT TO THE ANNEXATION AGREEMENT
2. ***Date of Document:***
3. ***Grantor(s)/Party indexed as Grantor(s):*** The Boone County Fire Protection District
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.)

FIRST AMENDMENT
to the
ANNEXATION AGREEMENT
BETWEEN
THE CITY OF COLUMBIA
AND
THE BOONE COUNTY FIRE PROTECTION DISTRICT

This Amendment No. 1 to the Annexation Agreement between the **CITY OF COLUMBIA** ("CITY"), and **THE BOONE COUNTY FIRE PROTECTION DISTRICT**, ("OWNER") is made as of the date of the last signatory noted below.

RECITALS

A. WHEREAS, on or about February 21, 2022, CITY and OWNER entered into an Agreement ("Annexation Agreement") for the annexation of certain unincorporated property in Boone County located around the intersection of S. Bethel Church Road and Route K, a legal description of which is attached hereto as "Exhibit A" and incorporated herein by reference, related to the construction of a fire station and connection thereof to City sewer utilities. The Annexation Agreement is conditioned upon, in part, the construction of an 8' pedway along Route K and a 5' sidewalk along S. Bethel Church Road by OWNER (Ordinance No. 024934); and
B. WHEREAS, in letters addressed to CITY dated August 22, 2024 and September 4, 2024, OWNER requested to amend the Annexation Agreement to postpone the obligation to construct the 5' sidewalk until future infrastructure initiatives regarding S. Bethel Church Road are implemented for reasons including, but not limited to, the decision to alter the site plan for the fire station to have a single entry/exit point from Route K, aesthetics and tree preservation, and a lack of current sidewalk connectivity; and
C. WHEREAS, on or about September 16, 2024, City Council authorized City Staff to prepare such an amendment; and
D. WHEREAS, the Parties hereto desire to formally amend the Annexation Agreement with this First Amendment (hereinafter "First Amendment") and desire to be bound by the terms contained in the Annexation Agreement as amended or supplemented by those terms contained in this First Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the Annexation Agreement, as follows:

1. Paragraph 5 of the Annexation Agreement shall be deleted in its entirety and replaced with the following:

   "5. 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. 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. Notwithstanding the foregoing, any phase of development under construction at the time of annexation may be completed under Boone County requirements and inspections provided the construction is completed within two (2) years following the date of annexation. Any construction activities occurring more that two (2) years following the date of annexation shall conform to all City standards and be inspected by the City. Regardless of the date of annexation, in the event of construction and development on the Property prior to annexation, Owner shall construct and maintain an 8' pedway along Route K as required by the City code as though the Property is located within the City limits. In lieu of the obligation to construct a 5' sidewalk along S. Bethel Church Road concurrently with said pedway, Owner agrees to participate, when requested by the City, to construct and maintain said sidewalk at such time roadway improvements and/or upgrades are proposed for S. Bethel Church Road, regardless of whether the Property has been annexed into the City limits at that time. Following construction, all sanitary sewers, streets and sidewalks shall be forever dedicated to the public use."

2. All other terms of the Annexation Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager

ATTEST: Date: _____

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Nancy Thompson, City Counselor/jwc

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 20____, before me appeared , to me personally known, who, being by me duly sworn, did say that such person 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 last above written.

_____
Notary Public

My commission expires: _____.

OWNER

By: John Sam Williamson

John Sam Williamson, Chairman, Board of Directors

Date: October 31, 2024

STATE OF MISSOURI)
) ss
COUNTY OF Boone)

On this 21st day of October, 2024, before me, a Notary Public in and for said state, personally appeared John Sam ~~Williams~~ Williamson, Chairman Board of Directors of the Boone County Fire Protection District, known to me to be the person(s) described in and who executed the above agreement and acknowledged to me that such agreement was executed as the free act and deed of such person(s).

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.

SHAWNA R. SCHNIEDERS
COMM. EXPIRES 03/16/2026
NOTARY PUBLIC
NOTARY SEAL
14587308
COLE COUNTY
STATE OF MISSOURI

Shawna R. Schnieders
Notary Public

My commission expires: 3/16/2026

Exhibit A

Legal Description of the Property

Exhibit A

DESCRIPTION

A TRACT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI AND BEING A PART OF THE TRACT DESCRIBED BY THE DEED IN BOOK 3580 PAGE 14 OF THE BOONE COUNTY RECORDS;

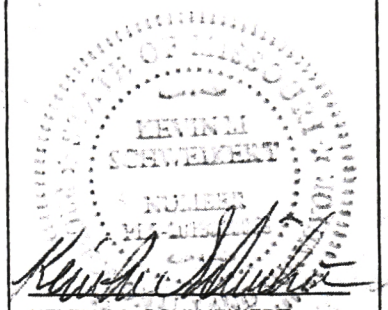
STARTING AT THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 S 88°09'05"E, 33.00 FEET TO THE POINT OF BEGINNING:

THENCE FROM THE POINT OF BEGINNING S 88°09'05"E, 357.60 FEET TO THE NORTHWEST CORNER OF THE TRACT SHOWN BY THE SURVEY IN BOOK 487 PAGE 640 OF THE BOONE COUNTY RECORDS; THENCE LEAVING SAID NORTH LINE AND WITH THE LINES OF THE TRACT SHOWN BY SAID SURVEY IN BOOK 487 PAGE 640 S 01°51'05"W, 155.15 FEET; THENCE S 54°28'55"E, 127.95 FEET; THENCE LEAVING THE LINES OF THE TRACT SHOWN BY SAID SURVEY IN BOOK 487 PAGE 640 S 36°29'20"W, 555.50 FEET; THENCE 43.44 FEET WITH A CURVE TO THE RIGHT, CURVE RADIUS 30.00 FEET, CHORD S 77°58'20"W, 39.75 FEET; THENCE N 60°32'30"W, 51.85 FEET; THENCE N 48°29'50"W, 35.35 FEET; THENCE N 08°55'05"W, 96.95 FEET; THENCE N 00°09'40"E, 388.15 FEET; THENCE N 01°18'20"W, 107.10 FEET; THENCE N 00°39'20"E, 55.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.93 ACRES.

A DESCRIPTION FOR BOONE COUNTY FIRE DISTRICT

A TRACT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 47 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI

BRUSH AND ASSOCIATES, INC.
506 NICHOLS STREET, SUITE A
COLUMBIA, MISSOURI 65201
PHONE: (573)442-3110
FAX (573) 442-4851
WWW.BRUSHENGSURV.COM
PLSC 321



KEVIN M. SCHWEIKERT
PLS 2013020068
DATE: JANUARY 5, 2022

STATE OF MISSOURI
COUNTY OF BOONE) SS

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC IN AND FOR BOONE COUNTY, MISSOURI THIS 5 DAY OF January, 2022.

Jonathan D. Nolan

JONATHAN D. NOLAN NOTARY PUBLIC
MY COMMISSION EXPIRES: AUGUST 11, 2023

JONATHAN D NOLAN
Notary Public - Notary Seal
Boone County - State of Missouri
Commission Number 19624338
My Commission Expires Aug 11, 2023