

ANNEXATION AGREEMENT

This Agreement between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and **D & D Investments of Columbia, LLC**, (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:

Legal description attached as Exhibit A and incorporated herein by reference

(hereinafter the "Property").

2. The Property is depicted in the Preliminary Plat known as "Willow Creek East", a residential subdivision, including one commercial lot (Lot 203), (hereinafter "Preliminary Plat") and attached hereto as Exhibit B and incorporated herein.

3. Sewer service to the Property is subject to the Grindstone Creek Watershed – Upper North Fork, Hominy Branch Watershed; Little Cedar Creek Watershed Cooperative Agreement, dated January 19, 2010, (hereinafter "Cooperative Agreement") between City and Boone County Regional Sewer District (hereinafter "District"), which is attached hereto as Exhibit C and incorporated as if fully set forth herein.

4. City agrees to allow Owner to connect sanitary sewer lines serving the Property to the City's sanitary sewer system as set forth herein. 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 all fees required to connect to the City's sewer system. Following connection to the City's sanitary sewer system, Owner shall become a sewer customer of the District and subject to payment of all monthly fees and charges as set forth in Paragraph 8 of the Cooperative Agreement.

5. All sewer lines and appurtenances serving the Property shall be located within standard sewer or utility easements dedicated to the public use and constructed in compliance with City regulations and standards. Pursuant to paragraph 7 of the Cooperative Agreement, District shall maintain all public sewers serving the Property in compliance with City sewer standards and plumbing codes, and City shall have the right to periodically inspect the public sewers in the service area for as the collection system is connected to the City's sewer system.

6. The sewer lines constructed by Owner to serve the Property shall not be connected to any other property or sewer lines without the express written consent of the City.

7. Code Compliance

- a. Except as provided in Paragraph 7d, 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 the development as shown on the Preliminary Plat.
- 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 7d.
- c. Following construction, all sanitary sewers, storm sewers, streets and sidewalks intended to serve the public shall be forever dedicated to the public use.
- d. In the event of construction and development on the Property 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), if applicable; (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 St. Charles Road and Route Z frontages, and; (4) compliance with the International Fire Code, as adopted and amended by City ordinance ("City Fire Code"). Compliance with this paragraph 7(d) regarding any pre-annexation construction and development is a necessary condition for annexation into City.
 - i. Owner shall submit a tree preservation plan, if applicable, to the City Arborist for approval accompanied by a processing fee payment of \$200.00. If required, such plan 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 plan 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 the tree preservation plan to the City, Owner shall provide a plan that is in compliance with the requirements of Chapter 29-4.4 (Landscaping, Screening, and Tree

Preservation) of the Unified Development Code, as 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, as amended and adopted by City Ordinance.
- iii. Owner shall submit a photometric lighting plans for any proposed development on lot 203 as shown on the Preliminary Plat to the City for approval accompanied by a processing fee of \$100. Such lighting plans shall demonstrate that on-site lighting on said lot is in compliance with the requirements of the Chapter 29-4.5 (Exterior Lighting) of the Unified Development Code, as amended and adopted by City Ordinance.
- iv. Owner shall submit a copy of the proposed final 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 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.

8. Development and construction on the Property shall be subject to County standards and City standards as specifically set forth in paragraph 7(a)-(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, 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, 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.

9. The City address numbering plan shall be complied with in connection with the development of the Property.

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, in the sole discretion of the City, 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 **PD (Planned District)**, 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.

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 comply with any of the provisions of this Agreement, 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 one hundred eighty (180) days prior written notice of its intent to terminate sewer service.

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, occurring during the construction of public improvements related to Owner's development which results in injury to any third party, except to the extent such injury arises from

or is caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors. The indemnification, duty to defend and hold harmless obligations set forth in this paragraph shall survive for a period of five (5) years from the date of the later of City's acceptance of public improvements or the last day of any warranty work relating to such public improvements.

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 acknowledge and agree 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.

[SIGNATURES ON FOLLOWING PAGES.]

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 De'Carlon Seewood, 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.

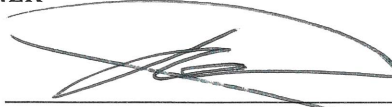
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in Columbia, Boone County, Missouri, the day and year last above written.

Notary Public

My commission expires: _____.

OWNER

By:



Daniel M. Burks, Manager, D & D Investments of
Columbia, LLC

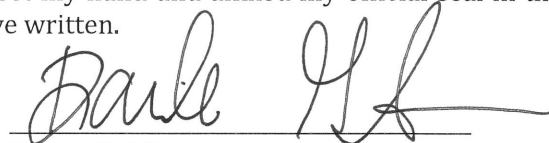
Date:

May 1, 2025

STATE OF MISSOURI)
) ss
COUNTY OF May)

On this 1 day of May, 2025, before me, a Notary Public in and for said state, personally appeared **Daniel M. Burks, Manager, D & D Investments of Columbia, LLC**, 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.


Notary Public

My commission expires 10/28/28.

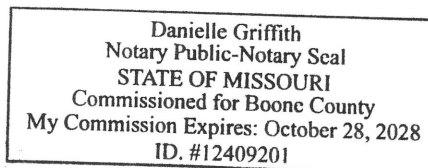


Exhibit A

Legal Description of the Property

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 48 NORTH, RANGE 11 WEST, AND NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 12 WEST, BOONE COUNTY, MISSOURI AND BEING ALL OF THE LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 5425, PAGE 112, THE TRUSTEES DEED RECORDED IN BOOK 5375, PAGE 100 AND THE TRUSTEES DEED RECORDED IN BOOK 5461, PAGE 8, AND BEING PART OF THE LAND DESCRIBED BY THE WARRANTY DEED RECORDED IN BOOK 5375, PAGE 26 AND BEING ALL OF TRACTS 1 & 2 OF THE SURVEY RECORDED IN BOOK 2704, PAGE 33 AND PART OF THE LAND SHOWN IN THE SURVEY RECORDED IN BOOK 639, PAGE 864 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 6 ALSO BEING THE NORTHWEST CORNER OF SAID TRACT 2 AND WITH THE NORTH LINE THEREOF N 87°59'35"E, 1490.43 FEET; THENCE LEAVING SAID NORTH LINE S 1°44'50"W, 507.64 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE Z; THENCE WITH SAID WESTERLY RIGHT-OF-WAY LINE 303.56 FEET ALONG A 1176.68-FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S 8°18'00"W, 302.72 FEET; THENCE S 0°54'35"W, 577.21 FEET; THENCE S 1°38'35"W, 14.84 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE OF MISSOURI STATE ROUTE Z, S 57°03'15"W, 1691.34 FEET; THENCE S 64°03'55"W, 52.26 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 2; THENCE WITH THE WEST LINE THEREOF N 1°08'30"E, 1188.89 FEET TO THE NORTHEAST CORNER OF LOT 225 OF WILLOW CREEK PLAT NO. 2, RECORDED IN PLAT BOOK 56, PAGE 59; THENCE LEAVING SAID WEST LINE AND WITH THE LINES OF SAID WILLOW CREEK PLAT NO. 2, N 88°57'50"W, 128.91 FEET; THENCE N 66°41'25"W, 75.00 FEET; THENCE 7.05 FEET ALONG A 175.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S 24°27'50"W, 7.05 FEET; THENCE 107.64 FEET ALONG A 345.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, S 16°40'45"W, 107.20 FEET; THENCE 26.08 FEET ALONG A 21.00-FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S 43°19'20"W, 24.44 FEET; THENCE 10.59 FEET ALONG A 125.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, S 76°28'35"W, 10.59 FEET; THENCE N 43°18'50"W, 143.99 FEET; THENCE S 46°41'10"W, 166.00 FEET; THENCE N 88°57'50"W, 118.92 FEET; THENCE N 7°10'15"W, 123.58 FEET; THENCE 76.68 FEET ALONG A 275.00-FOOT RADIUS, NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD, N 89°11'00"W, 76.43 FEET; THENCE 10.46 FEET ALONG A 350.00-FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD, N 82°03'10"W, 10.46 FEET TO THE WEST LINE OF SAID SURVEY RECORDED IN BOOK 639, PAGE 864; THENCE LEAVING THE LINES OF SAID WILLOW CREEK PLAT NO. 2 AND WITH THE WEST LINE OF SAID SURVEY, N 1°04'35"E, 1092.04 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE WITH THE NORTH LINE THEREOF, S 89°01'30"E, 700.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 80.22 ACRES.

Exhibit B

Willow Creek East Preliminary Plat

Exhibit C

Grindstone Creek Watershed – Upper North Fork, Hominy Branch Watershed; Little Cedar Creek
Watershed Cooperative Agreement, dated January 19, 2010 (Ordinance # 020538)

020538
Permanent Record
Filed in Clerk's Office

Introduced by Hindman
First Reading 1-4-10 Second Reading 1-19-10
Ordinance No. 020538 Council Bill No. B 5-10

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, Upper North Fork, Hominy Branch Watershed and Little Cedar 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 a cooperative agreement with Boone County Regional Sewer District relating to sewer construction in the Grindstone Creek Watershed, Upper North Fork, Hominy Branch Watershed and Little Cedar 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 19th day of January, 2010.

ATTEST:

[Signature]
City Clerk

[Signature]
Acting Mayor and Presiding Officer

APPROVED AS TO FORM:

[Signature]
City Counselor

**GRINDSTONE CREEK WATERSHED – UPPER NORTH FORK; HOMINY BRANCH
WATERSHED; LITTLE CEDAR CREEK WATERSHED COOPERATIVE
AGREEMENT**

This agreement is entered into this 20th day of January, 2019, 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").

WHEREAS, District currently provides sanitary sewer service to the Fairway Meadows Subdivision and Analytical Biochemistry Laboratories (A Missouri Corporation), including a pump station located in an Easement for Sewer Purposes recorded in Book 1603, at Page 723, Records of Boone County, Missouri; and

WHEREAS, District currently provides sanitary sewer service to Frank Stanton Subdivision, Golf View Gardens Subdivision, Copper Creek Subdivision, the Fabick Caterpillar dealership, and other property in the service area, including the Shaw Wastewater Treatment Plant located on land conveyed by Quit Claim Deed to the District recorded in Book 1051, Page 496, Records of Boone County, Missouri; and

WHEREAS, City operates a regional wastewater treatment plant which currently provides wastewater treatment services for the portion of the Fairway Meadows Subdivision and Analytical Biochemistry Laboratories served by said pump station; and

WHEREAS, City operates a regional wastewater treatment plant which is capable of providing wastewater treatment services for Frank Stanton Subdivision, Golf View Gardens Subdivision, Copper Creek Subdivision, the Fabick Caterpillar dealership, and other property in the service area served by said Shaw Wastewater Treatment Plant; and

WHEREAS, it is feasible to construct a sewer connecting the portion of Fairway Meadows Subdivision served by said pump station to a different part of the City's sewer collection system; and

WHEREAS, it is feasible to construct a sewer connecting Frank Stanton Subdivision, Golf View Gardens Subdivision, Copper Creek Subdivision, the Fabick Caterpillar dealership, and other property in the service area served by said Shaw Wastewater Treatment Plant to the City's sanitary sewer collection system; and

WHEREAS, the sanitary sewer connection will allow for the closure of the pump station serving a portion of Fairway Meadows Subdivision and Analytical Biochemistry Laboratories; and

WHEREAS, the sanitary sewer connection will allow for the closure of the wastewater treatment plant serving Frank Stanton Subdivision, Golf View Gardens Subdivision, Copper Creek Subdivision, the Fabick Caterpillar dealership, and other property in the service area; and

WHEREAS, the Columbia Public School District intends to build a new high school in the watershed of the North Fork of the Grindstone Creek and the connecting sewer to be constructed pursuant to this agreement will provide sanitary sewer service to the new high school; and

The parties agree as follows:

1. The scope of this agreement is limited to those geographic areas within the "Boundary of area covered by agreement" on the attached Exhibit A, entitled "Watersheds – Grindstone Creek – Upper North Fork, Little Cedar Creek, Hominy Branch."
2. The following definitions apply to this agreement:

District's "Service Area" means that area shown on the attached Exhibit A as "Existing BCRSD Wholesale Service", "Existing and Proposed BCRSD Customers" and "New BCRSD Customers."

City's "Service Area" means that area shown on the attached Exhibit A as "Proposed City of Columbia Customers."

"Connecting sewer" means the sewer to be constructed pursuant to this agreement connecting the District's lift station and wastewater treatment plant to the City's sanitary sewer collection system.
3. The City shall prepare the plans for construction of the connecting sewer. The City shall develop a facility plan and be responsible for obtaining Missouri Department of Natural Resources approval of said facility plan. City shall prepare specifications and bid documents for construction of the connecting sewer in accordance with state revolving fund regulations.
4. The City shall acquire all easements necessary for construction of the connecting sewer.
5. The City shall bid the project pursuant to established City policy. City, however, shall not bid the project until said project has been approved and authorized for District participation by the Missouri Department of Natural Resources for state revolving fund purposes. The District shall reimburse the City for 43.93%, with a not to exceed amount of \$600,000.00, of the cost to construct the connecting sewer which includes construction, engineering, subsurface exploration to determine rock excavation quantities, and easement acquisition; but District shall not pay for easement acquisition related to trail easements. District shall own the connecting sewer from Station 34 + 82.51 to Station 62 + 11, as shown on the construction plans; this section of the connecting sewer representing 43.93 % of the connecting sewer. This section of the sewer trunk line shall be owned by the District but shall be maintained by the City and shall be under the City's control. The City shall maintain and operate the connecting sewer at its cost in accordance with established City policies subject to the terms and conditions of this agreement. The District at its cost shall close the above described lift station currently serving Fairway Meadows and District at its cost shall close the Shaw Wastewater Treatment Plant. City will impose no

connection fees upon District customers connecting to this sewer trunk line.

6. The City shall provide construction management services associated with construction of said connecting sewer.
7. District shall maintain all public sewers in its service area in compliance with City sewer standards and plumbing codes. City shall inspect the public sewers within the service area prior to construction of the connecting sewer to determine the existing conditions and to identify any required repairs. District shall correct any deficiencies in the service area collection system prior to connection to the City's sewer system. City shall have the right to periodically inspect the public sewers in the service area for as long as the collection system is connected to the City's sewer system.
8. District agrees to pay City a service fee for each District customer in the service area. This fee 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. The City may change the percentage of service fee but shall notify the District 180 days prior to the beginning of the District's fiscal year of any intent to increase the percentage and shall provide documentation substantiating such changes with its notice of its intent to make such change. Any increase in the percentage of service fee must be based on an increase in the percentage of the 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.
9. 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.
10. District shall furnish City monthly water usage records for its customers in the service area for billing purposes. If a District customer in the service area 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.
11. District shall promptly notify City when customers in the service area have been connected to the District's collection system. District shall promptly inform City whenever customer changes occur in the service area.
12. 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) District has achieved a 3% annual growth rate in new customers, 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 operation, maintenance, and replacement costs as determined by the District's board of trustees each year in its annual budget. City shall pay to District a one time

purchase amount for the transfer of customers equal to District's then current bonded indebtedness, which is the outstanding principal plus interest over the term of the then current outstanding principal, 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 District from municipal systems or District boundary changes. Priority in transfer shall be given to: 1) Analytical Biochemistry Laboratories Incorporated located at 7200 East ABC Lane, Columbia, Missouri, and 2) 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.

13. All new development, within the areas designated "New BCRSD Customers" and "Proposed City of Columbia Customers" on the attached Exhibit A shall before receiving City or District sewer service, 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 choose not to annex into the City within the areas designated on the attached Exhibit A. Property owners in the areas designated "Existing and Proposed BCRSD Customers" on the attached Exhibit A shall not be required to annex their property or develop to City standards in order to receive sewer service from the District.
14. City agrees to defend, indemnify and hold harmless the District in any lawsuit involving annexation into the City. The District agrees to provide all documents and personnel as requested in support of this agreement. In any dispute, involving the annexation provisions in Section 13 above, including disputes which result in litigation, City shall defend, indemnify and hold District harmless for any and all costs incurred by District in excess of \$10,000.00. Such costs shall include, but not be limited to, attorney's fees and any monetary award for damages determined by agreement, arbitration or court judgment. District shall provide City with all information deemed necessary by City to facilitate compliance with the indemnity provided herein.
15. City and District shall oppose any application for a Missouri Department of Natural Resources permitted discharge from a new facility or expansion of an existing facility into any part of the geographic areas within the "Boundary of area covered by agreement" shown on Exhibit A, unless it can be shown that it is more cost-effective to build a wastewater treatment facility than connect to public sewers. Additionally, any new development to be served by said application for a permitted discharge shall not be required to annex into the City of Columbia.
16. City shall be responsible for providing adequate capacity in the North Grindstone Outfall Sewer down stream of the service area shown in Exhibit A of this

Agreement to handle all reasonably anticipated users within the geographic areas within the "Boundary of area covered by agreement" shown on Exhibit A. Reasonably anticipated users are users that do not generate wastewater in quantity greater than normal domestic flows or that contains any contaminants in concentrations greater than normally found in domestic wastewater.

District shall not connect any nonresidential sewer customer, without the prior approval of City, which generates wastewater in quantity greater than normal domestic flows or which contains any contaminants in concentrations greater than 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 areas designated "Existing BCRSD Wholesale Service", "Existing and Proposed BCRSD Customers" and "New BCRSD Customers" on Exhibit A.

District shall not, without the written consent of City, pump sewage from an area that is outside of the geographic areas within the "Boundary of area covered by agreement" on Exhibit A.

City shall not, without the written consent of District, pump sewage to sewers in the territory described by this agreement from areas outside the territory described by this agreement.

17. District shall not connect sewers serving land outside the District's Service Area to sewers within the District's Service Area without the prior written consent of City.
18. City shall not connect sewers to the District's sewers without the prior written consent of the District.
19. The initial term of this Agreement shall be twenty (20) years beginning on the date first shown in this Agreement. 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.
20. 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 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. 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.
23. The financial obligations of the parties to this agreement are subject to annual appropriations being made available by them to pay said obligations, and City and District hereby agree to make all reasonable efforts to assure that financial obligations are timely paid as they come due.
24. Any amendments to this agreement shall be in writing.

25. 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.

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

CITY OF COLUMBIA, MISSOURI

By:


H. William Watkins, City Manager

ATTEST:

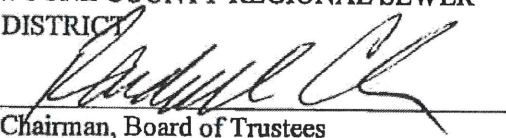

Sheela Amin

APPROVED AS TO FORM:


Fred Boeckmann, City Counselor

BOONE COUNTY REGIONAL SEWER
DISTRICT

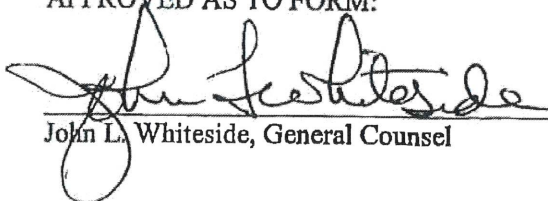
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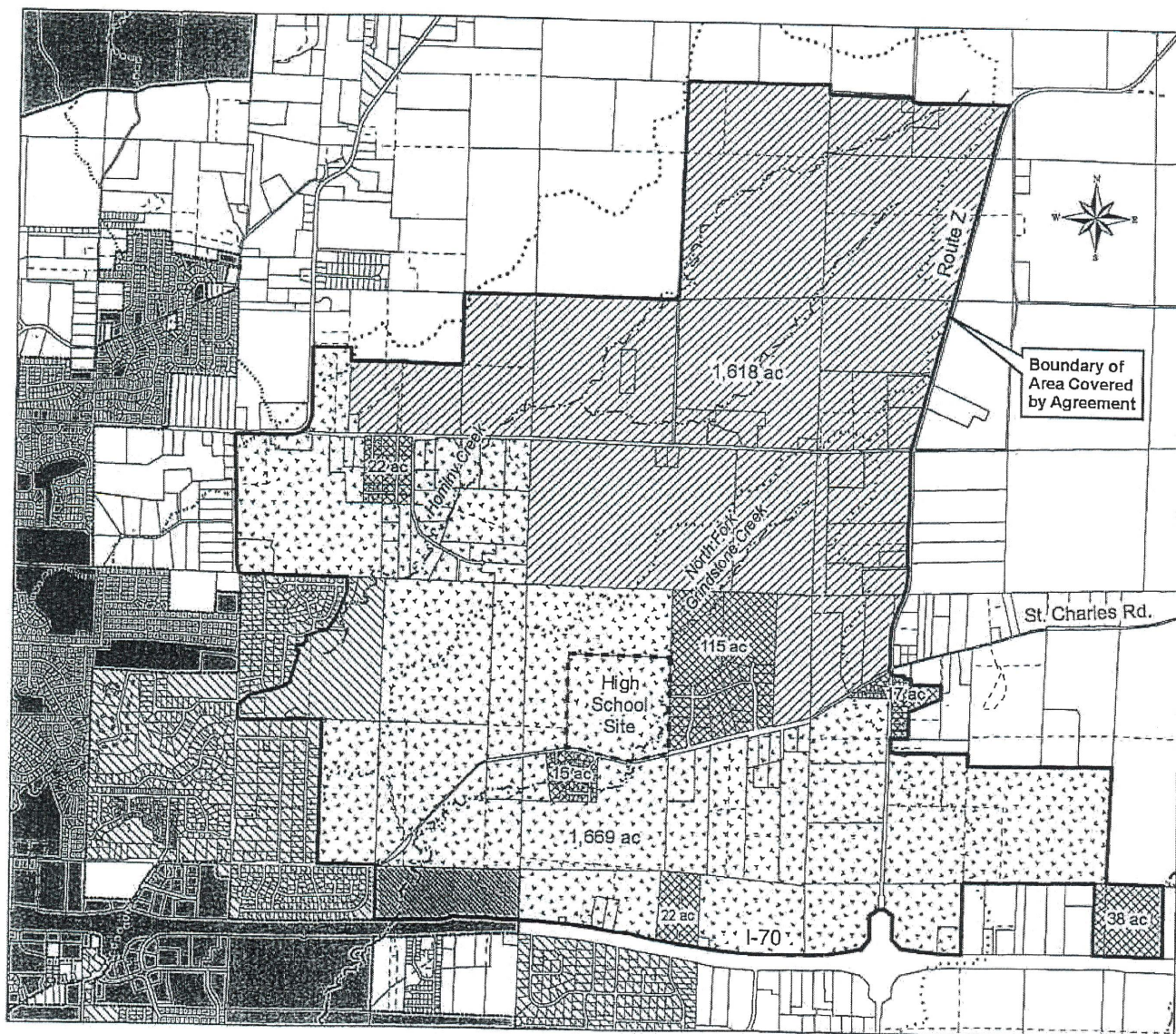

Chairman, Board of Trustees

ATTEST:








Secretary, Board of Trustees

APPROVED AS TO FORM:


John L. Whiteside, General Counsel

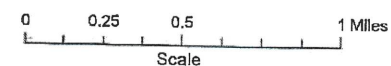


Legend

-  Existing BCRSD Wholesale Service
-  Existing and Proposed BCRSD Customers
No Annexation or Development to City Standards
Total Area = 230 acres
-  New BCRSD Customers
Annex and Develop to City Standards
Total Area = 1,618 acres
-  Proposed City of Columbia Customers
Total Area = 1,669 acres
-  City Limits
-  Watershed Boundary

Watersheds

Grindstone Creek - Upper North Fork
Little Cedar Creek
Hominy Branch



Scale
Date: 07-24-09

Exhibit A Boone County Regional Sewer District

1314 North Seventh Street
Columbia, Missouri 65201