

Grantor: Matt Swope

Grantee: City of Warrensburg, 102 S. Holden, Warrensburg, MO 64093

#### ANNEXATION AGREEMENT

This agreement entered into this 24<sup>th</sup> day of May, 2021 between the City of Warrensburg, a municipal corporation (hereinafter "City") and Matt Swope, (hereinafter "Owner").

The parties agree as follows:

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

King Hills 1<sup>st</sup> Addition, Lot 1, as shown by the recorded plat in Plat Book 7, Page 36 of the Deed Records of Johnson County.

2. City shall allow Owner to connect sanitary sewer lines serving Owner's property to the City's sanitary sewer system. Owner shall make this connection at its expense. A lateral may be connected to the City's main adjacent to this property in accordance with the standards in place for connections within the City. No additional service connections may be made to the lateral. Owner shall obtain all necessary permits and easements for the sewer connection and pay all fees required to connect to the City's sewer system. All easements shall be in a form approved by the City and shall name the City as the easement holder. Owner or any subsequent owner of any serviced part of Owner's property shall become a sewer customer of the City and shall pay all sewer fees and charges established by the City including applicable connection fees. No more than two service connections shall be allowed.

3. All City sewer lines and appurtenances serving Owner's property shall be

located within standard sewer easements dedicated to the public use and constructed in compliance with City regulations and standards. Construction of any sewer main and appurtenances shall be inspected by the City as though the property were within the City limits and shall be subject to City approval. Construction and maintenance of the Owner's service lateral shall be the sole responsibility of Owner. The sewer mains and appurtenances, if any are constructed, shall be deeded to the City after they have been constructed and are accepted by the City for maintenance.

4. Sewer lines serving property other than Owner's property shall not be connected to the sewer lateral line serving Owner's property. No additional connections to the City's main shall be made without City's specific written approval.

5. All development, construction and use on Owner's property shall conform to all City ordinances and standards as though the property were within the City limits. All sanitary sewers, streets and sidewalks shall be dedicated to the public use. For purposes of this agreement, Owner's property shall be zoned as single family residential upon annexation, subject to all ordinances applicable to the zone as specified by City.

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

7. To the extent allowed by law, City may annex Owner's property into the City, without further action of the Owner, after Owner's property becomes contiguous to the corporate limits of the City.

8. Owner irrevocably appoints the City Manager of Warrensburg, Missouri, as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation and zoning of Owner's property to the City Council of Warrensburg, Missouri. The City Manager may exercise this power of attorney over either part of Owner's property at any time after such part of owner's property becomes contiguous to the corporate limits of the City.

9. If requested by the City Manager, Owner shall, within such time as specified by the City Manager, submit a verified petition requesting annexation of Owner's property to the City for presentation to the City Council. The City Manager may request Owner or Owner's successors in title to present an annexation petition at any time after Owner's property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

10. The petition for annexation shall request that City zone Owner's property as the City deems most appropriate at the time of annexation.

11. Owner agrees not to take any action to oppose any annexation initiated by the City which includes Owner's property. Owner agrees not to take any action to oppose any annexation initiated by the City or any property owner which includes any property lying between Owner's property and the City limits.

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

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

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


15. 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.

16. In the event owner, or their heirs, successors or assigns breach this agreement, City shall provide a written notice of the breach to Owner at the address listed herein, or if owner should not be the owner of the affected property, then to the then Owner at the premises. If the breach continues after a period of thirty days, the City may cause the services provided hereunder to be terminated.

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

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

CITY OF WARRENSBURG, MISSOURI

  
\_\_\_\_\_  
Matt Swope

By: \_\_\_\_\_, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF MISSOURI )  
 )SS.  
COUNTY OF JOHNSON )

On this \_\_\_ day of \_\_\_\_\_, 2021, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the City Manager of the City of Warrensburg, 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 Warrensburg, Johnson County, Missouri, the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF MISSOURI )  
 )SS.  
COUNTY OF JOHNSON )

On this 24<sup>th</sup> day of Nov, 2021 before me, a Notary Public, personally appeared Matt Swope, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Sue Hook  
NOTARY PUBLIC

SUE HOOK  
Notary Public-Notary Seal  
STATE OF MISSOURI  
County of Johnson  
My Commission Expires: 10/07/2024  
Commission #12530365