

ANNEXATION AGREEMENT

This agreement entered into this _____ day of _____, 20____, between the City of Independence, Missouri, (hereinafter “City”) and _____ (hereinafter “Owners”).

The parties agree as follows:

1. Owners represent that they are the sole Owners of the following real estate located in Jackson County, Missouri:

(hereinafter “Owners’ property”)

2. In exchange for the City’s agreement to allow Owners to connect their property to one or more of the City’s Utility Systems, the Owners, on behalf of themselves, their heirs and assigns, do hereby convey unto the City the irrevocable and perpetual right to file on their behalf a Petition of Annexation at any time after annexation becomes possible.

3. City shall allow Owners to connect utility lines serving Owners’ property to the City’s systems. Owners shall make this connection at their expense. Owners shall obtain all necessary permits for the connection and pay all fees required to connect to the City’s systems. Owners shall become utility customers of the City and shall pay all fees and charges established by the City.

4. All utility lines and appurtenances serving Owners' property shall be located within standard utility easements dedicated to the public use and constructed in compliance with City regulations and standards. Construction of the utility lines and appurtenances shall be inspected by the City as though the property were within the City limits and shall be subject to City approval. The utility lines and appurtenances shall be deeded to the City after they have been constructed and pass City inspection.
5. Utility lines serving property other than Owners' property shall not be connected to the lines serving Owners' property without the City's consent.
6. If any conflict exists between a County regulation and a City regulation, Owners, to the extent required by law, shall follow the County regulation. Owners acknowledge that no conflict is involved where a City regulation imposes a more stringent minimum requirement than a corresponding County regulation and where the City imposes regulations that are not imposed by the County.
7. To the extent allowed by law, City may annex Owners' property into the City, without further action of the Owners, after Owners' property becomes contiguous to the corporate limits of the City.
8. Owners irrevocably appoint the City Manager of Independence, Missouri, as their attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of Owners' property to the City Council of Independence, Missouri. The City Manager may exercise this power of attorney at any time after Owners' property becomes contiguous to the corporate limits of the City. Owners on their behalf, and on behalf of their heirs successors and assigns do hereby waive any notice of the filing of the petition, do hereby consent to the granting of the petition, and do hereby waive any objections, statutory or otherwise, to the annexation of the property into the City of Independence. Owners do hereby authorize the City to take whatever action necessary to complete the annexation of this property.
9. If requested by the City Manager, Owners shall, within such time as specified by the City Manager, submit a verified petition requesting annexation of Owners' property to the **Director of Community Development** for presentation to the City Council of Independence, Missouri. The City Manager may request Owners to present an annexation petition at any time after Owners' property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.
10. Owners further agree that they shall not consent to voluntary annexation by any other municipality without the consent of the City.
11. Owners shall give a copy of this agreement to each and every person who buys all or a portion of Owners' property.
12. If Owners fail to comply with any of the provisions of this agreement, or repudiate the terms of this agreement, City may terminate utility service to Owners' property and disconnect the utility lines serving Owners' property from the City's systems. City shall give Owners six months prior written notice of its intent to terminate service.

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

14. 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.

15. This agreement shall be recorded in the office of the Jackson County Recorder of Deeds at the Owner's expense.

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

CITY OF INDEPENDENCE,
MISSOURI

OWNER(S)

By:

Robert E. Heacock, City Manager

ATTEST:

Bruce Lowrey, City Clerk

APPROVED AS TO FORM:

B. Allen Garner,
City Counselor

ACKNOWLEDGMENT BY OWNERS, HUSBAND AND WIFE

State of Missouri)
) SS
County of _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared _____ and _____, husband and wife, known to me to be the persons described in and who executed the above agreement and acknowledged to me that they executed the same as their free act and deed.

(Husband Signature)

(Print Husband's Name)

(Wife's Signature)

(Print Wife's Name)

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

My commission expires:

