

BILL NO. 2022-126

ORDINANCE NO. 11620

**AN ORDINANCE AUTHORIZING AN IRREVOCABLE CONSENT TO ANNEXATION AND UTILITY SERVICES AGREEMENT TO EXTEND THE CITY OF SEDALIA'S WATER SYSTEM AND SANITARY SEWER.**

**WHEREAS**, The City of Sedalia, Missouri, has received an irrevocable consent to annexation and utility services agreement from Prairie Hollow Development Co. LLC; and

**WHEREAS**, under the agreement, the City of Sedalia, Missouri agrees to allow Prairie Hollow Development Co. LLC to extend the City of Sedalia's water system and sanitary sewer as more fully described in the proposed agreement attached as Exhibit A and incorporated by reference as though the proposed agreement were set forth herein.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEDALIA, MISSOURI**, as follows:

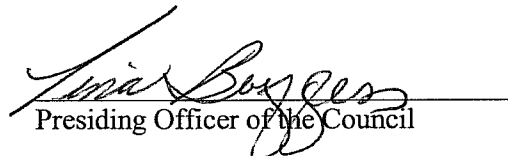
**Section 1.** The Council of the City of Sedalia, Missouri, hereby approves and accepts the agreement by and between the City of Sedalia, Missouri and Prairie Hollow Development Co. LLC in substantively the same form and content as the agreement has been proposed.

**Section 2.** The Mayor is authorized and directed to execute and the City Clerk is hereby authorized and directed to attest and fix the seal of the City of Sedalia, Missouri, on the document in substantively the same form and content as it has been proposed.

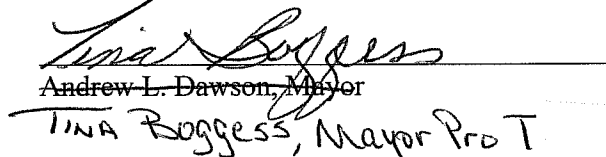
**Section 3.** The City Clerk is hereby directed to file in her office a duplicate or copy of the document after it has been executed by the parties or their duly authorized representatives and after said agreement has been recorded with the Pettis County Recorder of Deed's office.

**Section 4.** This ordinance shall take effect and be in full force and effect from and after its passage and approval.

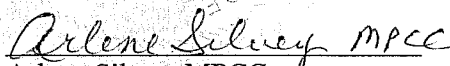
Read two times by title, copies of the proposed ordinance having been made available for public inspection prior to the time the bill is under consideration by the Council and passed by the Council of the City of Sedalia, Missouri this 1<sup>st</sup> day of August, 2022.

  
Presiding Officer of the Council

Approved by the Mayor of said City this 1<sup>st</sup> day of August, 2022.

  
Andrew L. Dawson, Mayor  
TINA Bogges, Mayor Pro T

ATTEST:

  
Arlene Silvey, MPCC  
City Clerk

2022-4260  
RECORDED ON  
08/11/2022 10:14 AM  
PAGES: 10

BARBARA CLEVINGER  
RECORDER OF DEEDS  
PETTIS COUNTY, MO

## IRREVOCABLE CONSENT TO ANNEXATION AND UTILITY SERVICES AGREEMENT

This Irrevocable Consent to Annexation and Utility Services Agreement (hereinafter "Agreement") entered into this 1<sup>st</sup> day of August, 2022, between the City of Sedalia, Missouri, (hereinafter "City") and Prairie Hollow Development Co. LLC (hereinafter referred to as "Owner").

**WHEREAS**, the Owner is the owner of approximately 208.58 acres of real property, generally located in the general areas of Sacajawea and Palmer Roads and is legally described in Exhibit A (the "Property"); and

**WHEREAS**, the Owner proposes to develop the Property for a housing development in accordance with the ordinances of the City; and

**WHEREAS**, in order for the Owner to develop the property as a housing development, the Owner needs water and sanitary sewer utilities; and

**WHEREAS**, the City is willing to extend water and sanitary sewer utility services to the edge of the Property for the Owner's use in the housing development in exchange for the right to annex the Property if the Property becomes contiguous and compact to the City's corporate city boundary; and

**WHEREAS**, the City is authorized to enter into such agreements pursuant to Section 70.220, RSMo; and

**WHEREAS**, Section 70.230 of the Revised Statutes of Missouri provides that the City may enter into such agreements by ordinance duly enacted; and

**WHEREAS**, the City is authorized to annex the Property pursuant to Chapter 71 of the Revised Statutes of Missouri.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Owner and its successors and assigns, in exchange for the City's agreement to allow Owner to connect the Property to the City's water and sanitary sewer facilities, does grant unto the City the irrevocable and perpetual right to file on its behalf a Petition for Voluntary Annexation at any time after annexation becomes possible. The Owner and its successors and assigns covenant not to object to such annexation, and stipulate that this Agreement shall estop them individually and severally from making any objection to such annexation.
2. City shall extend its sanitary sewer facilities to the east edge of the Property along with a sewer lift station adequate to serve the development, as generally depicted in the site plan incorporated herein as Exhibit B, at the City's expense and allow Owner to connect to the City's sanitary sewer facilities at the edge of the Property.

Owner shall then extend the sanitary sewer facilities throughout the Property at the Owner's expense. Prior to approving the physical connection, Owner shall establish or obtain all necessary easements from any other landowners and provide recorded copies to the City, obtain permits for the connection and pay all fees required to connect to the City's sanitary sewer system. Owner shall become a sanitary sewer utility customer of the City and shall pay all fees and charges established and changed from time to time by the City. Each party shall be responsible for obtaining the required Missouri Department of Natural Resources permits for their portion of the project.

3. City shall extend its water system to the north edge of the Property, as generally depicted in the site plan incorporated herein as Exhibit B, at the City's expense and allow Owner to connect to the City's water system at the edge of the Property. Owner shall then extend the City's water system throughout the Property at the Owner's expense. Prior to approving the physical connection, Owner shall establish or obtain all necessary easements from any other landowners and provide recorded copies to the City, obtain permits for the connection and pay all fees required to connect to the City's water system. Owner shall become a water utility customer of the City and shall pay all fees and charges established and changed from time to time by the City. The owner at the time of connection shall be responsible for the installation of water service lines, including domestic water and irrigation lines, if any. City shall be responsible for installation of meters and appurtenances at the meter box for each connection. Water service lines from the meter to the residence are owned and maintained by the property owner. Water service lines from the water distribution main to the meter are owned and maintained by the City.
4. The sanitary sewer and water lines serving the Property shall be constructed in compliance with City regulations and standards. Construction of sanitary sewer and water lines shall be inspected by the City as though the Property were within the City limits and shall be subject to City approval. Owner agrees to bring the sewer and water lines servicing the development to the City's water and sewer lines at the edge of the Property and make connections at the Owner's cost. Owner shall grant utility easements to City for the sewer and water lines within the Property. Owner shall not be charged for sanitary sewer and water services until the activation of service with the City. Owner agrees to the "out of town" fee/cost schedule for services until the Property is annexed by the City, at which time Owner and subsequent purchasers of all or part of the Property will pay the "in town" fee/cost schedule for services.
5. Owner shall construct all streets, sidewalks, stormwater management and other infrastructure within the Property in compliance with all City regulations and standards. Inspection of streets, sidewalks, stormwater management and other infrastructure within the Owner's Property shall be done by the City. Such streets shall include the first approximately 850' of the 42' wide collector road, as generally depicted in the site plan incorporated herein as Exhibit B

6. Owner irrevocably appoints the City Administrator of Sedalia, Missouri, as its attorney-in-fact for the sole purpose of presenting a notarized petition requesting annexation of Owner's property to the City of Sedalia, Missouri, IF AND WHEN the Property becomes contiguous and compact to the city limits of the City of Sedalia, Missouri. The City Administrator may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City. Owner, on its behalf, and on behalf of its successors and assigns does hereby waive any notice of the filing of the petition, does hereby consent to the granting of the petition, and does hereby waive any objections, statutory or otherwise, to the annexation of the Property into the City of Sedalia. Owner does hereby authorize the City to take whatever action necessary to complete the annexation of the Property. Owner's consent to such future annexation of the Property is irrevocable.
7. The parties hereto agree that this Agreement shall be recorded, in the real estate records of the Office of Recorder of Deeds of Pettis County, Missouri, and that the obligations and conditions of this Agreement shall run with the Property and shall be binding upon all future owners and users of the Property. Owner, on its own behalf and on behalf of all such future owners of the Property hereby agrees that each purchaser, assignee or transferee of an interest in the Property, or any portion thereof, will be obligated and bound by the terms of this Agreement. Owner, on its own behalf and on behalf of all future owners of the Property, acknowledges that it and/or future owners of the Property shall be responsible for payment of all properly billed fees for sanitary sewer and water services as established by the City of Sedalia. Owner's liability contained in this paragraph 7 shall terminate when Owner has transferred its ownership interest in the Property to a successor owner, at which time, the successor owner shall be responsible for payment of all properly billed fees for sanitary sewer and water services as established by the City.
8. Alternatively, if requested by the City Administrator, Owner, its successors and assigns shall, within such time as specified by the City Administrator, submit a notarized petition requesting annexation of Owner's property to the City Clerk for presentation to the City Council of Sedalia, Missouri. The City Administrator 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.
9. Owner shall give a copy of this Agreement to each person who buys all or a portion of the Property.
10. If Owner fails to comply with any of the provisions of this Agreement, or repudiates the terms of this Agreement, City may terminate sanitary sewer and water services to the Property and disconnect the utility lines serving the Property from the City's

sanitary sewer and water systems. City shall give Owner six months prior written notice of its intent to terminate services.


11. This Agreement is not intended to confer any rights or remedies on any person other than the parties mentioned in this Agreement.
12. 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 successors and assigns. All persons claiming under the parties shall conform to and observe the provisions of this Agreement.

13. Zoning

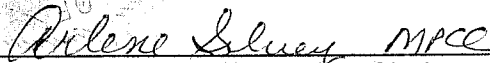
The Property is located in Pettis County, Missouri. Pettis County does not have Planning and Zoning Ordinances. Therefore, if at the time of annexation, the Property is improved, then upon annexation of the Property into the City of Sedalia, Missouri, the property classification will be whatever its current use would indicate within the City's zoning classification. If at the time of annexation, the Property is unimproved land, then the classification of the Property will be the lowest City zoning classification which is currently District A (Agricultural). The Owner will then need to follow the City's zoning process to rezone the property to the zoning district that will allow the intended use. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable state laws, City ordinances or policies with which the Owner must comply and does not in any way constitute prior approval of any future proposal for development.

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

CITY OF SEDALIA, MISSOURI

By:   
~~Andrew Dawson, Mayor~~  
TINA Boggess, Mayor Pro Tem

ATTEST:

 MPCC  
Arlene Silvey, MPCC City Clerk

OWNER: Prairie Hollow Development  
Co. LLC

By:   
Joe Fischer, Managing Member

STATE OF MISSOURI     )  
                                      ) ss  
COUNTY OF PETTIS     )

On the 1<sup>st</sup> day of August, 2022, before me appeared Tina Boggess she is the Mayor of the City of Sedalia, 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 Mayor acknowledged this instrument to be the free act and deed of the City. Mayor Pro-Tem

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

Jason S. Myers  
Notary Public

JASON S. MYERS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Pettis County  
My Commission Expires: April 07, 2025  
Commission Number: 13480429

SEAL:

#### ACKNOWLEDGEMENT BY OWNER

STATE OF MISSOURI     )  
                                      ) ss  
COUNTY OF Pettis     )

On the 9<sup>th</sup> day of August, 2022, before me appeared Joe Fischer, to me personally known, who, being by me duly sworn, did say that he is the [managing member] of Prairie Hollow Development Co. LLC and that said instrument was signed on its behalf by authority of its members, and Joe Fischer acknowledged the said instrument to be the free act and deed of Prairie Hollow Development Co. LLC.

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

Jason S. Myers  
Notary Public

JASON S. MYERS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Pettis County  
My Commission Expires: April 07, 2025  
Commission Number: 13480429

## EXHIBIT A

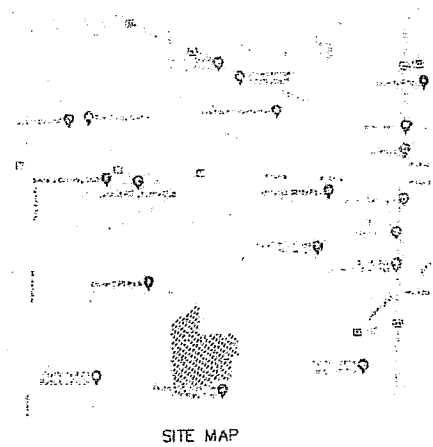
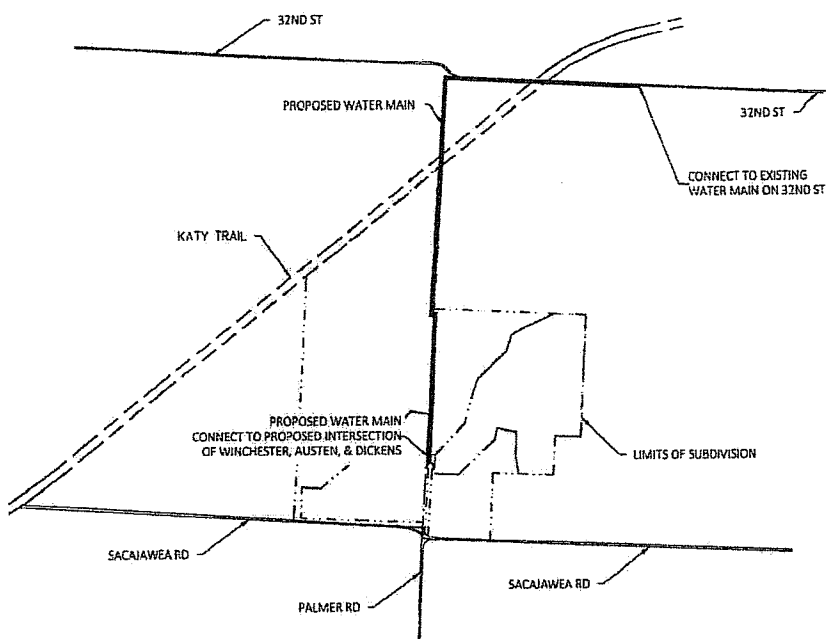
### Legal Description

#### 207 ACRES, MORE OR LESS

120.71 ACRES OFF OF THE EAST SIDE OF THE EAST HALF OF SECTION 13, TOWNSHIP 45 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, LYING SOUTH OF THE MISSOURI-KANSAS AND TEXAS RAILROAD (KATY TRAIL) ALSO A PART OF LOTS 1 AND 2 OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 45 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, PETTIS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2 OF THE SOUTHWEST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 2 OF THE SOUTHWEST QUARTER, 786.3 FEET; THENCE NORTH AND ALONG AN EXISTING PIPE FENCE LINE, 787.86 FEET; THENCE EAST ALONG AN EXISTING PIPE FENCE LINE, 682.23 FEET; THENCE NORTH ALONG AN EXISTING FENCE LINE 455.77 FEET; THENCE EAST, 300.0 FEET; THENCE NORTH, 1421.0 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID LOT 1 OF THE SOUTHWEST QUARTER; THENCE WEST ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF SAID LOT 2 OF THE SOUTHWEST QUARTER, 1751.0 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 2 OF THE SOUTHWEST QUARTER; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 2 OF THE SOUTHWEST QUARTER, 2667.0 FEET, MORE OF LESS, TO THE POINT OF BEGINNING.



## EXHIBIT B



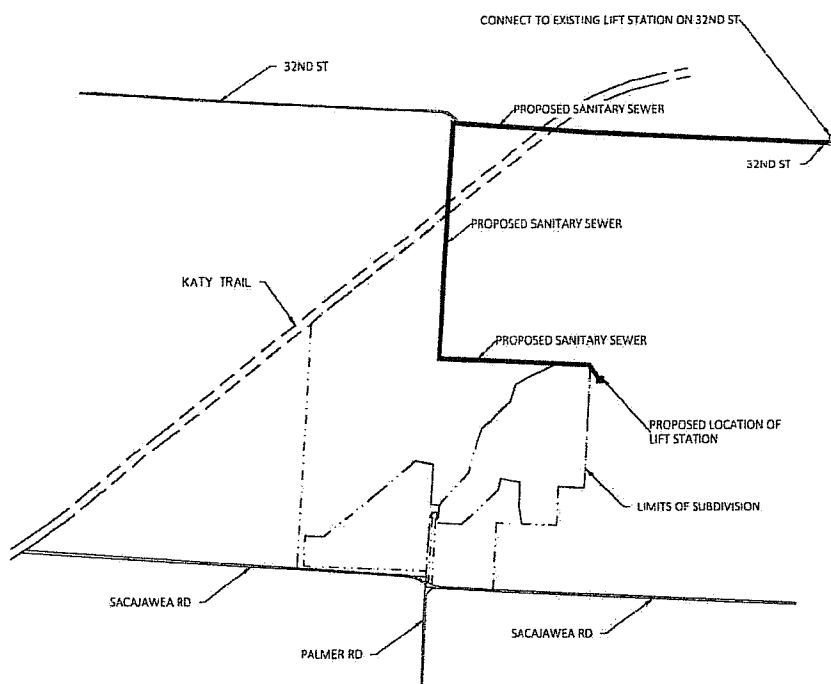
SITE MAP



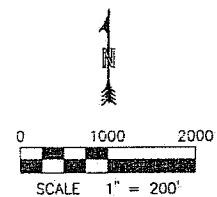
0                      1000                      2000

SCALE 1" = 200'

PRAIRIE HOLLOW DEVELOPMENT  
OFFSITE WATER MAIN EXTENSION



SITE MAP



PRAIRIE HOLLOW DEVELOPMENT  
OFFSITE SANITARY SEWER EXTENSION



## City of Sedalia

City Clerk's Office  
200 S. Osage  
Sedalia, MO 65301  
(660) 827-3000 [www.cityofsedalia.com](http://www.cityofsedalia.com)

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August 8, 2022

Pettis County Recorder of Deeds  
Attn: Barbara Clevenger, Recorder  
415 S Ohio  
Sedalia, MO 65301

Re: Recording – Ordinance and Irrevocable Consent to Annexation and Utility Services Agreement

Barbara:

Please find enclosed a copy of Bill No. 2022-126, Ordinance No. 11620 and associated agreement that were passed by the Sedalia City Council on August 1, 2022.

Please record the documents as 1 document and place the associated fee on the City of Sedalia's charge account with your office. Once the documents have been recorded, please return them to our office in the enclosed self-addressed stamped envelope.

If you have any questions, please feel free to contact me at (660) 827-3000 Extension 1112.

Kindest Regards,

THE CITY OF SEDALIA, MISSOURI

Arlene Silvey, MPCC  
City Clerk

AS/kr  
Enc: 2