The City of Blue Springs Missouri

Planning Application

903 W Main Street, Blue Springs, MO | 816-228-0207
developmentsubmittals@bluespringsgov.com

OFFICE USE ONLY – *Updated 10-13-2020*
CASE #:
PC MEETING:
CC MEETING:
BOA MEETING:
NEWSPAPER:
NOTICE LETTERS:
PLANNER:

PETITION OF VOLUNTARY ANNEXATION TO THE CITY OF BLUE SPRINGS, MISSOURI

PRINT AND SUBMIT ONCE FILLED OUT – DO NOT E-MAIL TO STAFF

I/We, the undersigned _____ hereinafter referred to as the Petitioner, for our petition to the City Council of the City of Blue Springs, Missouri, state and allege as follows:

1. That I/We are the owners of record of the real estate in Jackson County, Missouri described as follows, to wit: (Please attach the following information)

   - ❑ Legal Survey Annexation Map drawing of the property. No. Acres _____
   - ❑ Legal Description to be provided in electronic format, preferably Microsoft Word
   - ❑ ParcelNo._____Sec.Twp.Rng._____
   - ❑ Proof of Ownership of property described
   - ❑ Clearly and accurately describe any existing land uses and structures (e.g. residences, billboards, etc.)

2. That I/We agree to post one or more Public Hearing signs, provided by the City.

3. That I/We acknowledge the City will send notification to property owners within 185 ft. of my property. The City will also legally publish notice of the hearing. The cost which I/We are responsible for reimbursing.

4. That the said real estate is not now a part of any incorporated municipality.

5. That the said real estate is contiguous to the existing corporate limits of the City of Blue Springs, Missouri.

6. That I/We have attached herewith a list of all contiguous holdings in which I/We have ownership interest.

7. That I/We request that the said real estate be annexed to, and be included within the corporate limits of the City of Blue Springs, Missouri, as authorized by the provisions of Section 71.012 RSMo 1986.

Dated this _____ day of _____, 20____.

/s/ _____ _____
Property Owner (s) (Affiant (s) Please print name (s)

_____ _____
Address City/State/Zip

_____ _____ - _____
Phone No. Fax No. E-Mail

ACKNOWLEDGEMENT AND VERIFICATION BY INDIVIDUALS

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

On this _____ day of _____, 20___, before me personally appeared _____, being of lawful age and after being duly sworn, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they subscribed, affirmed and executed the same as their free act and deed, and further verified to me under oath that affiant(s) has/have read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct.

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, Missouri the day and year first above written.

/s/ _____
Notary Public
(Seal) My Official Term Expires:

ACKNOWLEDGEMENT AND VERIFICATION BY CORPORATION

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON

On this _____ day of _____, 20__, before me personally appeared _____, of lawful age, to me known to be the person(s) described in and who being by me duly sworn did state that he/she is the _____ of _____ and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation and that he/she has signed this document by authority of its Board of Directors, and said _____ subscribed, affirmed and acknowledged said instrument to be the free act and deed of said Corporation, and further verified to me under oath to me

that affiant has read the foregoing Petition of Voluntary Annexation and that the facts set forth therein are true and correct, according to affiant's best knowledge and belief..

IN WITNESS AND TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

/s/ _____
Notary Public

(Seal)

My Official Term Expires:

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT, entered into this _____ day of _____, 20___ by and between the City of Blue Springs, Missouri, a constitutional charter city and Municipal Corporation (the "City") and _____, a _____[1] of the State of _____[2] (the "Owner").

WHEREAS, the Owner owns in fee simple approximately _____ acres of real property generally located _____, in unincorporated Jackson County; and

WHEREAS, the Owner has filed a petition for voluntary annexation of said property; and

WHEREAS, prior to annexing said property, the City and Owner desire to define their duties and responsibilities to ensure that in the event the City chooses, in its discretion, to annex said property, that the development of the property and the provision of city water and/or sewer services to said property is coordinated; and

WHEREAS, said property is currently zoned _____[3], _____[4], by Jackson County; and

WHEREAS, if said property is annexed, the property will retain its current county zoning classification in accordance with Section 89.191 of the Revised Missouri Statutes (2000) until such zoning is affirmatively changed by the City through its regular rezoning procedures; and

WHEREAS, the Owner desires for the City to extend its water and/or services and corporate boundaries and to annex said property; and

WHEREAS, the City, in the exercise of its police powers, desires to provide for the extension of water and/or sewer services and for the orderly development of said property in accordance with the City's ordinances, policies, practices and procedures if, in its discretion, it annexes said property,

WHEREAS, the City and the Owner acknowledge that City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures; and

WHEREAS, the City is authorized to enter into such agreements as an exercise of its police powers and pursuant to the Missouri Constitution; the Blue Springs Charter; and Chapters 70, 91, and 250 of the Revised Statutes of Missouri (2000).

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

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[1] Type of business organization, or “Individual”

[2] State of organization.

[3] Abbreviation of county zoning district.

[4] Name of county zoning district.

1. The terms of this Agreement apply to the property legally described in Exhibit A, attached hereto and incorporated herein (the "Property").

2. The Owner has filed a petition for voluntary annexation of the Property into the corporate limits of the City.

3. The parties agree that that the City has the ability to furnish normal municipal services to the Property within a reasonable time after annexation, in accordance with the City's ordinances, policies and procedures.

4. The parties agree that upon annexation of the Property into the corporate limits of the City, no municipal service for water and/or sewer will be provided to the Property until the Owner has filed, and the City has approved, an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures.

5. The parties agree that the Owner will file an application to rezone the Property from its County zoning classification to a City zoning classification, in accordance with the City's regular rezoning procedures, prior to requesting the extension of municipal water and/or sewer services.

6. Any rezoning of property and any provision of city services shall be in accordance with the Blue Springs Code of Ordinances and any other applicable city ordinance requirements.

7. The parties agree that execution of this Agreement does not in any way constitute a waiver of any requirements of applicable City ordinances with which the Owner must comply in the event the City annexes the Property.

8. Owner agrees to record this Agreement with Jackson County, Missouri, and to pay the costs of said recording and provide a copy of the recorded Agreement to the City. The covenants herein shall run with the land described in Exhibit A attached hereto and shall be binding and inure to the benefit of the parties hereto and their successors and assigns and on any future and subsequent purchasers.

9. The parties agree that this Agreement does not, in any respect, constitute the commitment of the City, the City Council or any of the City's elected officials to exercise legislative discretion to approve the petition for annexation or to rezone the Property to any particular city zoning classification, nor does it constitute the commitment that any appointed City official will exercise his or her

administrative responsibilities, respecting the petition for annexation or an application for rezoning, in any particular manner, except that these responsibilities will be exercised in accordance with City ordinances, policies and procedures.

10. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property to a residential district for the purposes of development, the "PR-O, Planned Residential Overlay District" regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the PR-O District designation and upon approval by the City Council, in its legislative discretion, of the PR-O District designation.

11. This Agreement shall constitute the complete agreement between the parties and any modification shall be in writing and signed by both parties.

12. Any provision of this Agreement which is not enforceable according to law will be severed here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.

13. The parties agree, and the Owner specifically acknowledges, that in connection with any application for rezoning the Property for the purposes of development, if it is located in the Adams Dairy Parkway comprehensive planning district, the "Adams Dairy Parkway Overlay (ADP-O)" zoning district regulations may also be applied to the Property, upon application by the Owner, the City, the Planning Commission or the City Council for the Adams Dairy Parkway Overlay (ADP-O) District designation and upon approval by the City Council, in its legislative discretion, of the Adams Dairy Parkway Overlay (ADP-O) District designation.

14. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be valid until executed by the parties and approved by ordinance duly enacted by the City Council of the City of Blue Springs, Missouri.

15 This Agreement may be terminated in writing by either party, at its option if the City has not annexed the Property within 180 days from the date of execution of this Agreement.

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

OWNER/DEVELOPER

_____
Printed Name

_____
ATTEST:

(Seal)

CITY OF BLUE SPRINGS

_____
Christine Cates
City Administrator

_____
Erin Ford, City Clerk

APPROVED AS TO FORM

_____
John Mullane, Interim City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
ANNEXATION MAP OF THE PROPERTY