

SETTLEMENT AGREEMENT

This Agreement, made this _____ day of _____, 2006, between the City of Springfield, Missouri, a constitutional charter city (Springfield) and the City of Republic, Missouri, a fourth class municipality (Republic).

WHEREAS, in 2002, Springfield and the Village of Brookline (Village) each initiated separate legislative procedures to commence annexation of certain real estate located between Springfield and Village; and

WHEREAS, Village and Republic consolidated on June 6, 2005 and Republic succeeded to all rights and interest in the Village of Brookline to the annexation;

WHEREAS, Springfield and Village, through their duly elected legislative bodies, passed resolutions of intent and ordinances commencing the annexation process and;

WHEREAS, Springfield and Republic/Village believe that they have taken proper steps to initiate annexation proceedings over the land in question, and;

WHEREAS, Springfield and Republic/Village believe that they properly initiated annexation proceedings in that both cities' ordinances contain legal descriptions meeting the statutory requirements, and;

WHEREAS, both cities recognize that in order to enforce their alleged rights pursuant to their annexation ordinances, this matter can only be resolved in a court of law with proper jurisdiction, and;

WHEREAS, Springfield brought an action in Greene County Circuit Court Case Number 103CC3742 against the Village of Brookline, now the City of Republic, seeking

an order of the court regarding the validity of the respective ordinances of annexation, and;

WHEREAS, both Springfield and Republic, recognizing the cost of litigation and the uncertainty of any judicial outcome on their respective claims, do hereby wish to settle any and all claims, disputes, or damages which either party now claims or may claim in the future as a result of each party's annexation efforts.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, Republic and Springfield agree as follows:

1. On or before _____, 2006, the governing bodies of Republic and Springfield, respectively, shall take any and all necessary steps to authorize presentation to the Greene County Circuit Court a proposed order for the court's approval resolving those issues raised in Case Number 103CC3742.
2. Republic and Springfield agree that the following description shall denote the limits of future growth of Republic to the north and east and Springfield to the south and west and is described as follows:

Commencing at the intersection of the centerline of Wilson's Creek and Republic Road also known as Highway M; thence west with Republic Road to the intersection of Farm Road 107; thence north along Farm Road 107 to the intersection of Farm Road 164 also known as Inmon Road; thence east with Farm Road 164 to point of intersection of the east line of the west half of the southwest quarter of Section 1, Township 28 North, Range 23 West; thence north with the east line of the west half of the southwest quarter to the intersection of US highway 60 and Missouri 413 and also known as Sunshine Street; thence northeasterly with US 60 to intersection of existing city limits of Springfield, Missouri (as established by general ordinance 5371, and effective 1 January, 2005); thence following the city limits, crossing the rights-of-way of Missouri 360, and eastwardly with the city limits to intersection of the west line of the east half of the northeast quarter of Section 1, Township 28 North, Range 23 West and Missouri Highway 413 also known as Sunshine Street; thence northeasterly with Sunshine Street to the intersection of the north line of

the south half of the southwest quarter of section 31, Township 29 North Range 22 West; thence west with the north line of the south half of section 31 to the existing city limits of Republic (formally known as Brookline); thence north with the city limits of Republic to intersection of Farm Road 146 also known as Bennett Street Road being located near the center of the southwest quarter of section 30 Township 29 North, Range 22 West; thence west with Farm Road 146 to intersection of Farm Road 115 also known as Haseltine Road, crossing Farm Road 115 to the north line of the south one half , of the south one half of section 25, Township 29 North, Range 23 West; thence following the north line of the south one half of the south one half of Section 25 to the west line of Section 25; crossing the section line into section 26 Township 29 North, Range 23 West and following the north line of the south half of the south half of section 26 to intersection of the railroad, currently owned by Burlington Northern and Santa Fe Railroad Company; thence northeasterly with the railroad, crossing back into Section 25 Township 29 North, Range 23 West and now intersecting Farm Road 140 also known as Grand Street Road; thence west with Farm Road 140 to the intersection of the west line of Section 24, Township 29 North, Range 23 West; thence north with the west line of Section 24 Township 29 North, Range 23 West to the intersection of the south rights-of-way of Interstate 44; thence west with the south rights-of-way of Interstate 44 to the intersection of the Lawrence / Greene County line marking the ending point of the description of the proposed boundary line.

3. Any and all future annexations by either city, whether voluntary or involuntary, shall be limited to the future growth areas delineated by the lines of agreement designated herein, and neither city shall attempt to annex property located within the other city's designated future growth area in violation of the terms of this agreement. Both Republic and Springfield agree that any petitions for voluntary annexation previously submitted or submitted in the future to either city shall only be accepted for further action by either city so long as the petition for voluntary annexation is made to the proper entity (ie: any party seeking voluntary annexation of property to the south and west of the boundary line shall be directed to Republic, any party seeking

voluntary annexation to the north and east of the boundary line shall be referred to Springfield). Both Springfield and Republic agree that in no event shall they accept or take further action on any petitions regarding property when less than half of such property sought to be annexed is not located on their city's side of the boundary line. Both parties mutually agree to cooperate to ensure that parties seeking annexation of their property into either city are directed to the appropriate governing body of the city having governance over the area in which more than half of the property sought to be annexed is located. Any parcel of land bisected by the boundary line, for the purposes of this agreement, may be duly annexed by the city on whose side of the applicable line of agreement more than half of such property sought to be annexed lies. In addition, both cities agree that the city shall not pursue or initiate involuntary annexation legislation or proceedings in regards to any property that is not located on that city's side of the boundary line.

4. Springfield and Republic agree that on their particular sides of the boundary line, each municipality shall be responsible for providing the necessary utility services on such timeline as each municipality sees fit. In no event shall any connections be made by either Republic or Springfield to provide utility services to property that is not within each respective city's future growth area as defined by the dividing lines set forth herein (ie: Springfield shall not provide utility services south and west of the boundary line and Republic shall

not provide utility services north and east of the boundary line) without the written consent of the other municipality.

5. Republic and Springfield agree that to the extent that each respective municipality is legally permitted and empowered to do so, they will make all reasonable efforts through their appropriate governing bodies to work with the Missouri Department of Transportation (MODOT) to create a limited access Highway 60 and that any intersection improvements undertaken on Highway 60 shall be performed according to MODOT standards.
6. Both parties shall bear their respective costs and attorney's fees incurred in the preparation of their respective annexation ordinances, all documents related thereto as well as any and all costs incurred in the resolution of this dispute between the cities including court cost and attorney fees related to the court action.
7. Both Springfield and Republic agree that neither municipality will contest any voluntary annexations undertaken by either municipality involving the annexation of Highway 60 or other State or County right of way so long as the respective city obtains the consent of the Missouri Department of Transportation and it is within the designated area established herein for each City respectively. In addition, both cities shall immediately withdraw any currently-standing contests or objections to voluntary annexations undertaken by the other municipality involving the annexation of property that falls within

the future service area of the respective municipalities as established by this agreement.

8. If either Springfield or Republic should ever breach the terms of this Settlement Agreement, the aggrieved party may file an action in the Circuit Court in Greene County, Missouri to enforce the terms of this Agreement and seek all appropriate relief, both legal and equitable, available to the party including obtaining an injunction against the breaching party to cure any breaches of this Agreement. In such event, the prevailing party shall be entitled to payment from the other party for the attorneys' fees and all other costs of litigation to enforce this agreement.
9. Both parties have been advised by their respective legal counsel as to the scope and effect of this Agreement and both parties, through their respective legislative bodies, do hereby agree to the terms set forth herein. No other promises or inducements have been made by either party to the other in order to induce the execution of this Agreement.
10. Both parties agree to make all efforts necessary to work with the state legislators representing the areas in which each municipality is located and with the office of the Missouri governor to ensure that this agreement is ratified by the Missouri General Assembly as soon as practicable through an omnibus bill or other proper authoritative legislative mechanism and thereafter signed into law by the then-serving Governor of the state of Missouri.

11. This settlement shall become effective upon the adoption, by ordinance accepting this Agreement by the Board of Alderman of Republic, Missouri and the City Council of Springfield, Missouri and, if necessary, authorizing the mayors of their respective cities to execute this Agreement. Should either party fail to adopt this Agreement through Ordinance on or before _____ 2006, or should the Circuit Court decline to enter the proposed judgment in Case Number 103CC3742 then the parties to this agreement shall be returned to the status quo in existence immediately prior to the execution of this agreement.

12. The terms stated herein constitute the entire and exclusive Agreement of the parties hereto. There are no other obligations of the parties, be they expressed or implied, oral or written, except those which are set forth herein. The terms of this Agreement supercede all previous memoranda of understanding, notes, conversations, and Agreements, express or implied. This Agreement may not be modified orally. It may be modified only with the express written consent of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Thomas J. Carlson, Mayor

Date: _____

CITY OF REPUBLIC, MISSOURI

By: _____
James Collins, Mayor

Date: _____

Approved as to Form:

Attorney, City of Springfield

Attorney, City of Republic