

## **INDEPENDENCE SELF STORAGE, LLC ANNEXATION AGREEMENT**

This agreement between Independence Self Storage, LLC, hereinafter referred to as the "Property owner", and the City of Jackson, Missouri, hereinafter referred to as the "City", entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WHEREAS, the Property owner is requesting the voluntary annexation of property situated along South Old Orchard Road, and addressed as 720 South Old Orchard Road; and,

WHEREAS, the Property owner has a conceptual plan for the construction of self storage buildings as shown on the attached Exhibit A, and to connect the buildings to existing City public electric utility; and,

WHEREAS, the City realizes that the annexation of said property is both prudent and beneficial to the citizens of Jackson, Missouri; and,

WHEREAS, the parties desire to memorialize their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. The Property owner shall annex into the City of Jackson, Missouri, a parcel of land as described on the attached Exhibit B consisting of 2.65 acres, more or less, and shall begin said annexation process before or concurrently with the execution of this Agreement.
2. The Property owner shall comply with City building, electrical, plumbing, mechanical, and fire codes for the construction of buildings, parking, accessory structures, etc., including obtaining all required building permits and inspections. Current codes include the 2015 International Building Code, 2015 International Plumbing Code, 2015 International Mechanical Code, 2015 International Fuel Gas Code, and 2014 National Electric Code with amendments for each code listed in Chapter 11 of the Code of the City of Jackson. As an alternative to the 2015 International Building Code, the 2015 International Existing Building Code may be used.
3. The Property owner shall contract an architect or engineer licensed in Missouri to determine that the construction of the buildings are compliant with the building, fire and life safety aspects of the City codes. The results of said inspection shall be signed and sealed by the architect or engineer and forwarded to the City in a written report form.
4. The City will permit the Property owner to make a service connection to the public electric utility, provided however that the Property owner has paid for all necessary permitting for such connections. In the event the annexation ordinance is not approved by the Board of Aldermen or the Property owner withdraws its application

for voluntary annexation, the Property owner shall then immediately disconnect from the public electric utility at the Property owner's cost.

5. The Property owner shall obtain written consent from Ameren permitting the City to provide the Property owner temporary electric utility service. The written consent from Ameren shall include a provision that Ameren will resume electric service to the Property owner if the Property owner's request for annexation is not approved or is voluntarily withdrawn.

6. The Property owner shall not make permanent connection to the City public electric utility until such time as the connection has been installed, tested, and inspected in accordance with City ordinances.

7. The Property owner shall comply with all requirements of the City of Jackson's MS4 (municipal separate storm sewer system) Permit No. MOR04C013.

8. The Property owner agrees that water or sewer service connections are unnecessary and are not part of this Agreement. No water or sewer service connections will be requested by the Property owner until after annexation has been approved and the annexation is completed.

9. The Property owner acknowledges and understands that applications for voluntary annexation, request for rezoning, and a request for a variance are necessary for the construction of the self storage buildings.

10. The Property owner further acknowledges and understands that one or more of the applications may be denied and if denied, the Property owner may withdraw its application for voluntary annexation.

11. The Property owner shall pay any and all required fees to remove said property from the current fire district upon the successful annexation of the property.

12. The Property owner shall provide the required fire lanes and ADA parking spaces in their parking lot, as well as ADA access to the buildings and all uses.

13. The Property owner shall comply with all ordinances of the City of Jackson, Missouri.

14. This agreement shall be binding upon the parties hereto, their successors, heirs and assigns.

**PROPERTY OWNER**

INDEPENDENCE SELF STORAGE, LLC

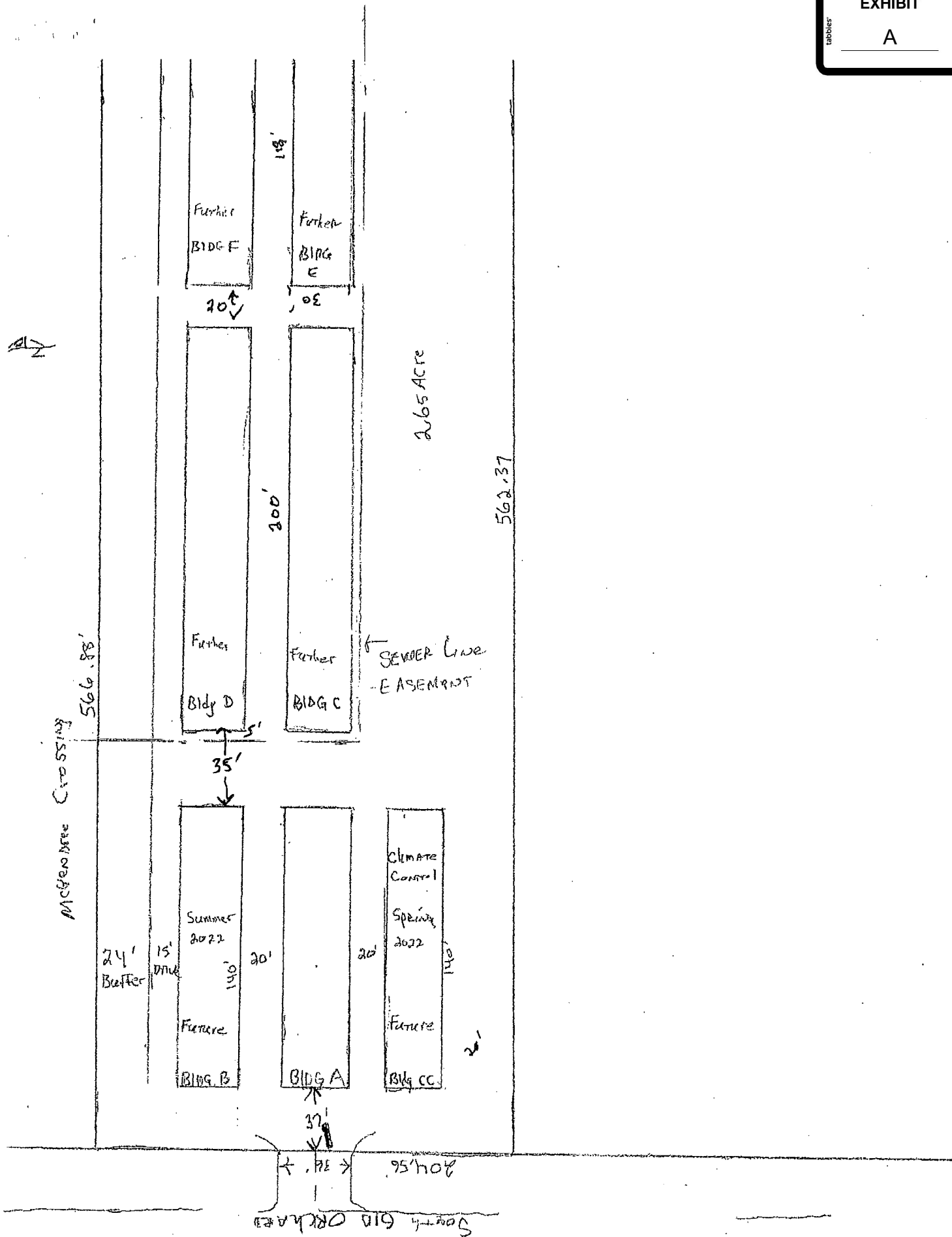
By: \_\_\_\_\_  
Michael H. Lackamp, Manager

**CITY OF JACKSON, MISSOURI**

By: \_\_\_\_\_  
Mayor Dwain L. Hahs

ATTEST:

\_\_\_\_\_  
Liza Walker, City Clerk/Treasurer



Tract 1 - Description

THAT PART OF U.S.P.S. NO. 324, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF MCKENDREE CROSSING SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2018-05914 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE SOUTH 80°51'49" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 566.88 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTH 06°40'44" WEST 204.32 FEET; THENCE NORTH 80°51'49" WEST 562.37 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE NORTH 05°24'59" EAST ALONG SAID EAST RIGHT OF WAY LINE, 204.56 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 2.65 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.