

SEMO LAND DEVELOPMENT, LLC ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") between Semo Land Development, LLC, ("Property Owner"), and the City of Jackson, Missouri, ("City"), entered this _____ day of December, 2024.

WHEREAS, the Property Owner is requesting the voluntary annexation with zoning of property situated at 345 West Jackson Trail; and,

WHEREAS, the Property Owner has a conceptual plan for the construction of a building and to connect the building to existing City public utilities as described on Exhibit A which is attached hereto and made a part hereof; and,

WHEREAS, the City realizes that the annexation of said property is reasonable and necessary to the proper development of the City; the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and the annexation of the 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 hereby acknowledged, the parties agree as follows:

1. The Property Owner has filed an application and petition for the voluntary annexation with zoning into the City of Jackson, Missouri, of a parcel of land consisting more or less of 1.2 acres as described in Exhibit A which is attached hereto and made a part hereof. The Property Owner is requesting that the property be zoned I-1, Light Industrial. The Property Owner acknowledges that its application and petition may be denied by the Board of Aldermen and if denied, the City agrees that the Property Owner may withdraw its application for voluntary annexation with zoning subject to the condition stated in paragraph 4. c.
2. The Property Owner will contract with an architect or engineer licensed in Missouri to ensure that the construction of the building is compliant with the building, fire, stormwater, and life safety aspects of the City code. The results of said inspection(s) will be signed and sealed by the architect or engineer and delivered to the City in a written report form.
3. If Property owner constructs extensions to public utilities that are outside of or beyond existing public rights of way, the Property Owner shall donate to the City corresponding easements for the location of those extensions.
4. The City will permit the Property Owner to make service connections to City public utilities provided that:

- a. Property Owner has paid for all necessary permits and fees for such connections;
- b. All connections have been installed, tested, inspected and approved in accordance with the City code; and
- c. In the event that the Property Owner's application for voluntary annexation with zoning is denied by the Board of Aldermen or withdrawn by the Property Owner, then the Property Owner will disconnect at the City's municipal boundary line from all City public utilities within thirty (30) days of either event.

5. If prior to completing the voluntary annexation of the property described herein Property Owner contracts to sell some or all of the property described on the attached Exhibit B, Property Owner shall notify the prospective purchaser(s) of this Annexation Agreement by providing a copy of this Agreement to the prospective purchaser(s) before the closing date for the sale of said property. The parties acknowledge, understand and agree that this Agreement shall be binding upon the parties hereto, their successors, heirs, and assigns.

6. Pursuant to City code, maintenance of a buffer is required of the Property Owner to visually screen the industrial use from the adjacent residential areas located to the south and west.

7. There is no electric supplier currently providing permanent service to a structure on the property described herein. Property Owner does hereby express its preference that the City's municipally owned electric utility supply permanent electric service to the property shown on the attached Exhibit C. Property owner does hereby request, pursuant to Section 386.800 R.S.Mo., that the Board of Aldermen for the City enter into mandated good faith negotiations to determine which electric service supplier is best suited to serve the area to be annexed.

8. The Property Owner shall comply with all City ordinances.

9. This Agreement shall be binding upon the parties hereto, their successors, heirs, and assigns.

10. This Agreement contains all the agreements made between the City and the Property Owner. This Agreement may not be modified, waived, or terminated in any manner other than by an agreement in writing signed by the parties.

11. This Agreement shall be governed by and construed under the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

12. No provision of this Agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

PROPERTY OWNER

SEMO LAND DEVELOPMENT, LLC

By: _____
Chris Pike, member

CITY OF JACKSON, MISSOURI

By: _____
Mayor Dwain L. Hahs

ATTEST:

Angela Birk, City Clerk/Treasurer