Exhibit A

ENCROACHMENT AGREEMENT

This Encroachment Agreement (the "Agreement") is made and entered into this ____ day of _____, 202__, by and between the CITY OF JACKSON, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri ("City"), and _____, whose mailing address is _____, Jackson, Missouri 63755 ("Owner").

RECITALS

WHEREAS, Owner is the fee simple owner of certain real property located at _____, Jackson, Missouri, more particularly described as _____ in the City of Jackson, County of Cape Girardeau, Missouri, (the "Property"); and

WHEREAS, the City owns and maintains a public easement adjacent to or upon the Property (the "Easement"); and

WHEREAS, the City and private utility companies (“Utilities”) often have infrastructure including, but not limited to, electric, water, sewer, and fiber optic cables, located in, on, or under the public easement; and

WHEREAS, Owner desires to construct and install _____ (the "Improvement") that will encroach upon the City's Easement; and

WHEREAS, the City is willing to permit such encroachment subject to the terms and conditions set forth herein, including the City's authority to require removal of the Improvement without obligation to repair or replace, in order to protect public safety and infrastructure pursuant to Missouri law; and

WHEREAS, this Agreement is intended to establish clear and unambiguous provisions regarding liability, removal, insurance, and indemnification to ensure enforceability under Missouri law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF PERMISSION

Subject to the terms and conditions of this Agreement, the City hereby grants Owner a revocable, non-exclusive license to construct, install, maintain, and use the Improvement within the Easement, solely for the purpose of _____ serving the Property. The exact location and specifications of the Improvement shall be as described in plans and diagrams approved by the City attached hereto and made a part hereof as Exhibit A. Owner shall obtain all necessary permits from the City prior to commencing construction and shall comply with all applicable laws, ordinances, and regulations.

2. REMOVAL OF IMPROVEMENT

a. Owner agrees that the Improvement is installed at Owner's sole risk and expense. If the City or Utilities determines, in its sole discretion, that it is necessary to access the Easement for the repair, replacement, maintenance, or addition of infrastructure (including, but not limited to, electric, water, sewer, roads, fiber optic cables, or other public improvements), the Owner will, upon written notice remove the Improvement or any portion thereof at the Owner's sole cost and expense. If the Improvement (or any portion thereof) is not removed by Owner within fourteen (14) days of receipt of notice of removal, the City will remove the Improvement, and Owner agrees that the cost of removal shall constitute a lien against the Property. The Owner further agrees that the City may record a Notice of such lien with the Cape Girardeau County Recorder of Deeds and may pursue any other remedies available at law or equity to collect such costs.

b. The City or Utilities shall not have any obligation to repair, replace, or restore the Improvement and land that is damaged or removed in connection with work. Any such repair, replacement, or restoration of the Improvement shall be at Owner's sole cost and expense.

3. INDEMNIFICATION AND HOLD HARMLESS

Owner hereby agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees, and any Utilities from and against any and all claims, demands, actions, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way related to the construction, installation, maintenance, use, or removal of the Improvement, or Owner's use of the Easement, except to the extent caused by the gross negligence or willful misconduct of the City. This indemnification shall survive the termination of this Agreement.

Owner expressly waives any claim against the City or Utilities for damage to the Improvement resulting from lawful activities in the Easement and agrees that such waiver is clear, unambiguous, and enforceable.

4. NO PROPERTY INTEREST CREATED

This Agreement grants only a revocable license and does not convey any property interest, easement, or other right in the Easement to Owner.

5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for any dispute shall be in the Circuit Court of Cape Girardeau County, Missouri.

6. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. Owner agrees that this Agreement shall run with the land and be recorded against the Property in the land records of Cape Girardeau County, Missouri.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. It may be amended only in writing signed by both parties.

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

[Signatures to follow]

CITY:

CITY OF JACKSON, MISSOURI

By: _____
_____, Building & Planning Manager

OWNER:

_____

STATE OF MISSOURI)
) SS.
COUNTY OF CAPE GIRARDEAU)

On this _____ day of _____, 2026, before me, _____, a Notary Public in and for said state personally appeared, _____, Building & Planning Manager for the City of Jackson, know to me to be the person who executed the within instrument in behalf of said political subdivision and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

_____
Notary Public
Printed Name: _____

(SEAL)
My commission expires: _____

STATE OF MISSOURI)
) SS.
COUNTY OF CAPE GIRARDEAU)

On this ____ day of _____, 2026, before me, a Notary Public in and for said state, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

_____
Notary Public
Printed Name: _____

(SEAL)
My commission expires: _____