

THE WILSON JOINT REVOCABLE TRUST ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) between Craig A. Wilson and Kimberlie M. Wilson as Trustees of The Wilson Joint Revocable Trust, ("Property Owner"), and the City of Jackson, Missouri, ("City"), entered this _____ day of April, 2026.

WHEREAS, the Property Owner is requesting the voluntary annexation with zoning of property situated at 2757 Bainbridge Road (the “Property”); and,

WHEREAS, the Property Owner intends to use the Property as single-family residential; 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 1.39 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 R-2, Single-Family Residential. 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 2.d.
2. The City will allow the Property Owner to make service connections to City public utilities for water and electric 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. Property Owner shall donate to the City easements for extensions to public utilities that are outside of City’s existing public rights-of-way.
 - d. 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event that the Property Owner’s application for voluntary annexation with zoning is denied by the Board of Aldermen or withdrawn by the Property Owner, then the Property Owner will disconnect at the City’s municipal boundary line from all City public utilities within thirty (30) days of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.

3. Property Owner acknowledges that City sanitary sewer service is unavailable to Property. Property Owner shall, at its sole cost and expense, install a private septic system to handle all sanitary wastewater disposal needs. Such septic system shall be designed, installed and maintained in full compliance with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to those promulgated by the Missouri Department of Natural Resources, and any relevant City codes or standards. The Property Owner shall obtain all necessary permits and approvals prior to installation. The Property Owner further agrees to indemnify and hold harmless the City from any claims, damages, or liabilities arising from the installation, operation, or maintenance of the private septic system.

4. If prior to completing the voluntary annexation with zoning of the property described herein Property Owner contracts to sell some or all of the property described on the attached Exhibit A, 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.

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

6. The Property Owner shall comply with all applicable federal, state and local laws, regulations and ordinances.

7. 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.

8. 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.

9. 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.

[Signatures to follow]

PROPERTY OWNER

THE WILSON JOINT REVOCABLE TRUST

By: Craig A. Wilson, Trustee
Craig A. Wilson, Trustee

By: Kimberlie M. Wilson, Trustee
Kimberlie M. Wilson, Trustee

CITY OF JACKSON, MISSOURI

By: _____
Mayor Dwain L. Hahs

ATTEST:

Angela Birk, City Clerk/Treasurer