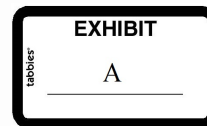


TRUSSWORKS REALTY MISSOURI, LLC
ANNEXATION AGREEMENT
(LOTS)



This Annexation Agreement ("Agreement") between Trussworks Realty Missouri, LLC, (the "Property Owner"), and the City of Jackson, Missouri, (the "City"), entered this _____ day of February, 2024.

WHEREAS, the Property Owner is requesting the voluntary annexation of property situated along North High Street (US Highway 61) and Cane Creek Road; and,

WHEREAS, the Property Owner has a conceptual plan for the subdivision of four (4) commercial lots consisting of three (3) acres each for a total development of twelve (12) acres as shown on the attached plat marked Exhibit A and made a part hereof; 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 hereby acknowledged, the parties agree as follows:

1. The Property Owner will file simultaneously with this Agreement an application for voluntary annexation into the City of Jackson, Missouri, of a parcel of land consisting more or less of twelve (12) acres as described in Exhibit B which is attached hereto and made a part hereof. The Property Owner will also file simultaneously with this Agreement an application requesting the rezoning of the land as may be required by City code. The Property Owner acknowledges that one or more of its applications 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 subject to the condition stated in paragraph 4. c.
2. The Property Owner will contract with an engineer licensed in Missouri to ensure that the construction of extensions and connections to public utilities is compliant with the City code. As built plans and the results of said inspection(s) will be signed and sealed by the 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 extensions and connections to City public utilities provided that:

- a. Property Owner has paid for all necessary permits and fees for such extensions and connections;
- b. All extensions and 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 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 sale one or more of the commercial lots 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. The parties acknowledge, understand and agree that this Agreement shall be binding upon the parties hereto, their successors, heirs, and assigns.

6. 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 four (4) commercial lots shown on the attached Exhibit A and more particularly described on the attached Exhibit B. 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.

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

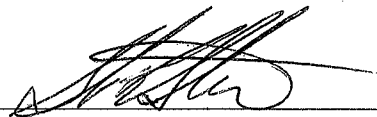
8. This Agreement contains all the agreements made between the City and the Property Owner. This Agreement may not be modified, waived, or terminated in any manner other than by an agreement in writing signed by the parties.

9. 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.

10. 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

TRUSSWORKS REALITY MISSOURI, LLC

By: 
Steve L. Stroder, President

CITY OF JACKSON, MISSOURI

By: _____
Mayor Dwain L. Hahs

ATTEST:

Angela Birk, City Clerk